



Minutes

Council Meeting held at 12.30 PM on Monday 4 July 2022 in the Council Chamber, Pleasant Creek Historic Precinct, Stawell.

Present

Cr Tony Driscoll (Mayor)
Cr Lauren Demspey
Cr Murray Emerson
Cr Kevin Erwin
Cr Trevor Gready
Cr Rob Haswell
Cr Eddy Ostarcevic PhD

Ms Liana Thompson, Chief Executive Officer
Mr Vaughan Williams, Director Corporate and Community Services
Mr John Hunt, Acting Director Infrastructure and Amenity

Affirmation

We recognise the traditional owners of the land.
We are inspired by the early pioneers and by those who gave their lives for our country.
We now ask God's blessing on our deliberations
and on our commitment to build a better lifestyle and environment.

Confirmed at the meeting of Council on Monday 15 August 2022.

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1. Apologies

Nil

2. Confirmation of Minutes

Council Meeting held on Monday, 27 June 2022.

RESOLUTION

That the minutes as listed, copies of which have been circulated, be confirmed and adopted.

Moved: Cr Rob Haswell

Seconded: Cr Kevin Erwin

Carried

3. Matters Arising from the Minutes

Nil

4. Presentations/Awards

Nil

5. Presentation of Petitions and Joint Letters

Nil

6. Disclosure of a Conflict of Interest at a Council Meeting

A Councillor who has a conflict of interest in a matter being considered at a Council meeting at which he or she-

- (i) is present must disclose that conflict of interest by explaining the nature of the conflict of interest to those present at the Council meeting immediately before the matter is considered; or**
- (ii) intends to be present must disclose that conflict of interest by providing to the Chief Executive Officer before the Council meeting commences a written notice-**
 - advising of the conflict of interest;**
 - explaining the nature of the conflict of interest; and**
 - detailing, if the nature of the conflict of interest involves a Councillor's relationship with or a gift from another person, the-**
 - name of the other person**
 - nature of the relationship with that other person or the date on receipt, value and type of gift received from the other person; and**
 - nature of that other person's interest in the matter;**

and then immediately before the matter is considered at the meeting announcing to those present that he or she has a conflict of interest and that a written notice has been given to the Chief Executive Officer.

The Councillor must, in either event, exclude themselves from the decision-making process, including any discussion or vote on the matter and any action in relation to the matter and leave the Council meeting immediately after giving the explanation or making the announcement (as the case may be) and not return to the meeting until after the matter has been disposed of.

Members of Staff

A member of Council staff must disclose any conflict of interest in a matter in respect of which they are preparing or contributing to the preparation of a report for a Council meeting. They must immediately, upon becoming aware of the conflict of interest, provide a written notice to the Chief Executive Officer disclosing the conflict of interest and explaining its nature.

Nil

7. Informal Meetings of Councillors

[Liana Thompson, Chief Executive Officer]

Council's Governance Rules require that if there is a meeting of Councillors that-

- is scheduled or planned for the purpose of discussing the business of Council or briefing Councillors;
- is attended by at least one member of Council staff; and
- is not a Council meeting, delegated committee meeting or community asset committee meeting

the Chief Executive Officer must ensure that a summary of the matters discussed at the meeting are:

- tabled at the next convenient Council meeting; and
- recorded in the minutes of that Council meeting.

The records for the period since the last Council Meeting are listed below.

📅 Date	Meeting Description	📌 Matters Considered At The Informal Meeting:	Conflict Of Interest Disclosures		
20/06/2022	Councillor Briefing Economic Growth and Sustainable Infrastructure Briefing	8.1 Part Refund of Statutory Planning Fees	Councillor/Officer	Item Number	Left Meeting
		8.2 Halls Gap Community Preparedness and Resilience Project			
		8.3 Passive Place Outline Master Plan			
		8.4 Community Satisfaction Survey Results			
		8.5 Infrastructure Program			
		9.1 C6 2021/22 - Stawell Library Refurbishment			
		9.2 C7 2020/21 - Provision of Various Trade Services Panel			

RESOLUTION

That the report on Informal Meetings of Councillors be approved.

Moved: Cr Murray Emerson

Seconded: Cr Kevin Erwin

Carried

8. Items Brought Forward

Nil

9. Consideration of Reports of Officers

9.1. Enhance Lifestyles and Community

9.1.1. Community Satisfaction Survey 2022

Author/Position: Charles Holdenby, Manager Government Relations, Engagement & Advocacy

Purpose

To provide an overview of the Community Satisfaction Survey 2022 to Council.

Summary

The 2022 Community Satisfaction Survey results shows that:

- Council is now performing higher than the small rural and state-wide group averages in both overall council direction and community decisions.
- Council's overall direction has improved slightly to be in line with small rural and state-wide group averages, and consultation and engagement to be in line with small rural group averages.
- Sealed local roads is 3 points higher than the small rural group average.
- Perceptions of Council's Overall Performance continue their gradual upward trend, up one index point from 2021.
- Residents in St Arnaud continue to score council lowest on five of the eight areas surveyed.

Recommendation

That Council notes the results of the Community Satisfaction Survey 2022.

RESOLUTION

That Council notes the results of the Community Satisfaction Survey 2022.

Moved: Cr Lauren Dempsey

Seconded: Cr Murray Emerson

Carried

Background/Rationale

Recommendations in the Community Satisfaction Survey 2021 suggested an increase in engagement attention toward the community in St Arnaud and that Council adopts a quarterly approach to surveying.

Council has since concentrated its efforts in engaging more with the St Arnaud community and has moved forward with adopting a quarterly survey approach which should provide a more even-spread of engagement across the municipality.

A total of 400 completed interviews were conducted in the period of 27 January to 24 March 2022 to provide insight into the community's views on (as **bolded**):

1. Council's **overall performance**, with benchmarking against state-wide and council group results
2. **Value for money** in services and infrastructure
3. Community **consultation and engagement**
4. Decisions made in the interest of the community ('**Community decisions**')
5. **Customer service**, local infrastructure, facilities, services ('**Waste management**' and '**Sealed local roads**')
6. **Overall council direction**

Legislation, Council Plan, Strategy and Policy Implications

Council Plan 2021-25 – Improve Organisational Effectiveness

Options

Option 1

That Council notes the results of the Community Satisfaction Survey 2022. **[recommended]**

There are no other options available.

Implications

The subject matter has not raised any sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/gender equality, privacy, risk management, budgetary and asset management implications.

Procurement

Not applicable

Community Engagement

The community is to be engaged in strategic planning and decision making.

Innovation and Continuous Improvement

Council is committed to pursuing innovation and continuous improvement.

Collaboration

Not applicable

Officer's Declaration of Interest

All officers providing advice to Council must disclose any interests, including the type of interest.

Charles Holdenby, Manager Government Relations, Engagement & Advocacy
In providing this advice as the author, I have no disclosable interests in this report.

Attachments

1. 2022 NGSC Community Satisfaction Survey **[9.1.1.1 - 55 pages]**

2022 Local Government Community Satisfaction Survey

Northern Grampians Shire Council

Coordinated by the Department of Jobs,
Precincts and Regions on behalf of
Victorian councils





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Background and objectives

The Victorian Community Satisfaction Survey (CSS) creates a vital interface between the council and their community.

Held annually, the CSS asks the opinions of local people about the place they live, work and play and provides confidence for councils in their efforts and abilities.

Now in its twenty-third year, this survey provides insight into the community's views on:

- councils' overall performance, with benchmarking against State-wide and council group results
- value for money in services and infrastructure
- community consultation and engagement
- decisions made in the interest of the community
- customer service, local infrastructure, facilities, services and
- overall council direction.

When coupled with previous data, the survey provides a reliable historical source of the community's views since 1998. A selection of results from the last ten years shows that councils in Victoria continue to provide services that meet the public's expectations.

Serving Victoria for 23 years

Each year the CSS data is used to develop this State-wide report which contains all of the aggregated results, analysis and data. Moreover, with 23 years of results, the CSS offers councils a consistent, long-term measure of how they are performing – essential for councils that work over the long term to provide valuable services and infrastructure to their communities.

Participation in the State-wide Local Government Community Satisfaction Survey is optional.

Participating councils have various choices as to the content of the questionnaire and the sample size to be surveyed, depending on their individual strategic, financial and other considerations.



Key findings and recommendations



Northern Grampians Shire Council – at a glance

Overall council performance

Results shown are index scores out of 100.



Northern Grampians 56



State-wide
59



Small Rural 58

Council performance compared to State-wide and group averages

	Areas where Council performance is significantly higher	Areas where Council performance is significantly lower
Compared to State-wide average	None	 Waste management
Compared to group average	None	 Waste management



Summary of core measures

Index scores



Overall
performance



Consultation &
engagement



Community
decisions



Sealed
local
roads



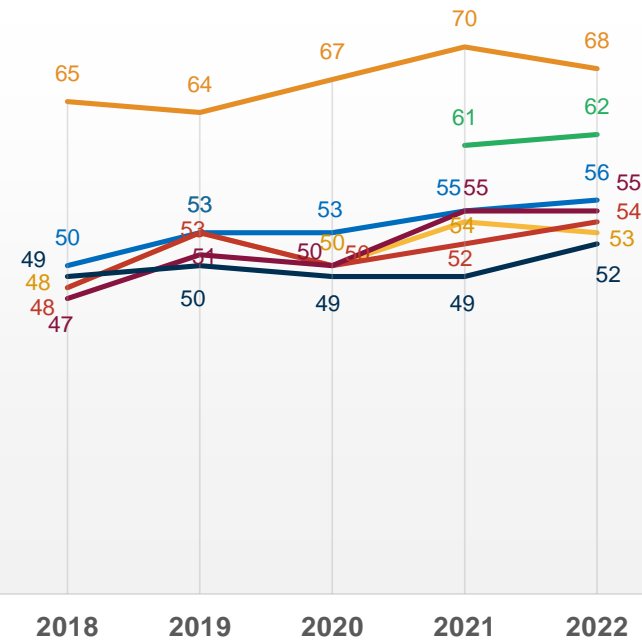
Waste
management



Customer
service



Overall
council
direction

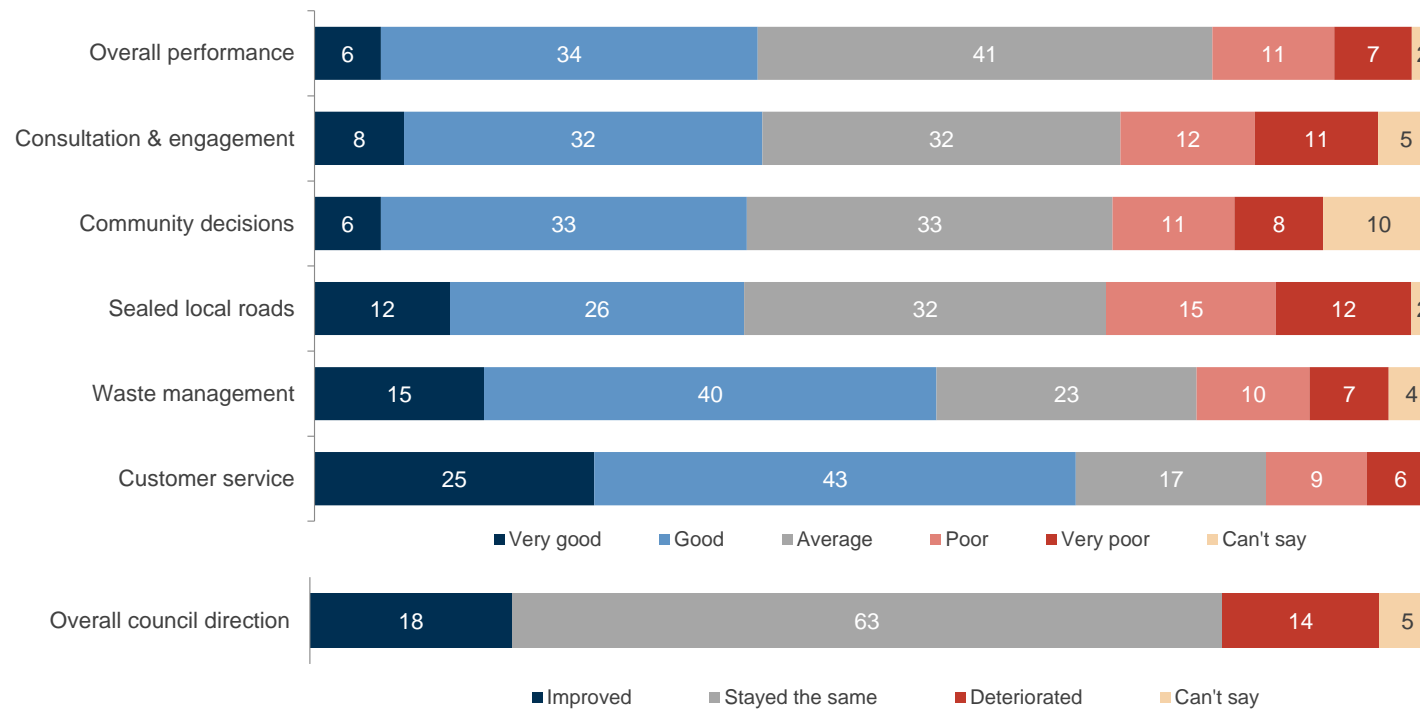


J W S R E S E A R C H











Summary of core measures

Core measures summary results (%)



Summary of Northern Grampians Shire Council performance



Services		Northern Grampians 2022	Northern Grampians 2021	Small Rural 2022	State-wide 2022	Highest score	Lowest score
	Overall performance	56	55	58	59	Stawell residents	St Arnaud residents
	Value for money	50	49	51	53	Stawell residents	St Arnaud residents, Aged 50-64 years
	Overall council direction	52	49	51	50	Aged 18-34 years	Surrounding areas residents, Aged 50-64 years
	Customer service	68	70	67	68	Aged 18-34 years	St Arnaud residents
	Waste management	62	61	68	68	Aged 18-34 years, Aged 65+ years, Stawell residents	Aged 35-49 years
	Community decisions	55	55	54	54	Aged 18-34 years	St Arnaud residents
	Consultation & engagement	54	52	54	54	Aged 18-34 years	St Arnaud residents
	Sealed local roads	53	54	50	53	Stawell residents	Surrounding areas residents, Aged 50-64 years

Significantly **higher** / **lower** than Northern Grampians Shire Council 2022 result at the 95% confidence interval.
Please see Appendix A for explanation of significant differences.



Focus areas for the next 12 months

Overview

Perceptions of Council's overall performance continue their gradual upward trend, up one index point from 2021. Council performs strongly on waste management, has maintained last year's significant gains on community decisions, and continues to recover more positive sentiment on community consultation. However, it rates slightly lower this year on the condition of sealed roads.

Focus areas

Sealed roads is Council's lowest rated service area and particular attention is needed in the St Arnaud area and surrounding areas, where residents are most critical of its performance. Council should also work to improve its community consultation, with the large age cohort of 35 to 64 year olds critical of its performance in this area. Engaging with residents on key local issues, policies and decisions will be important, particularly in the St Arnaud area, where residents are also more critical of Council.

Comparison to state and area grouping

Council performs in line with the Small Rural group and State-wide council averages on most core and individual service measures. However, it performs significantly lower than the Small Rural group and State-wide council averages on waste management, and below the State-wide average on overall performance and value for money.

Opportunity to engage with key cohorts

In the year ahead, Council should look to maintain its strong performance on waste management and among Stawell residents, and to build upon previous gains in other key service areas. St Arnaud and surrounding area residents are more critical of Council performance across key service areas and addressing the concerns of these localities should be a focus over the next year.

DETAILED FINDINGS



Overall performance





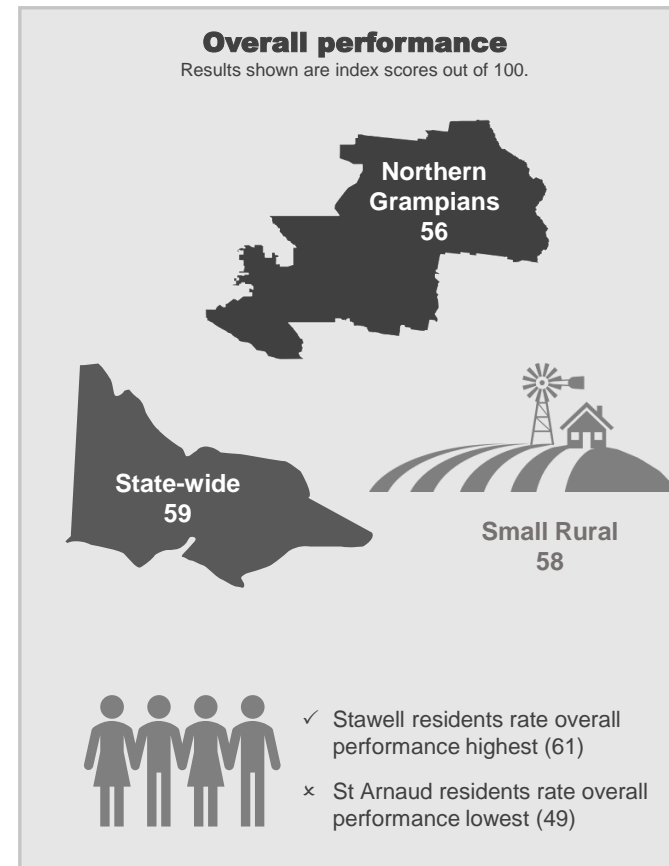
Overall performance

The overall performance index score of 56 for Northern Grampians Shire Council is up one point on 2021 and at its highest level since measurement began in 2018. While not a statistically significant increase (at the 95% confidence interval), this result does continue a long term upward trend for Council.

- Council performance is rated slightly lower than the Small Rural group average and significantly lower than the State-wide average.
- Stawell residents rate Council performance significantly higher than the Council average, while St Arnaud residents rate it significantly lower.

Just over a third (34%) of residents rate the value for money they receive from Council in infrastructure and services provided to their community as 'very good' or 'good'. Fewer (29%) rate it as 'very poor' or 'poor', and a third of residents (33%) rate it as 'average'.

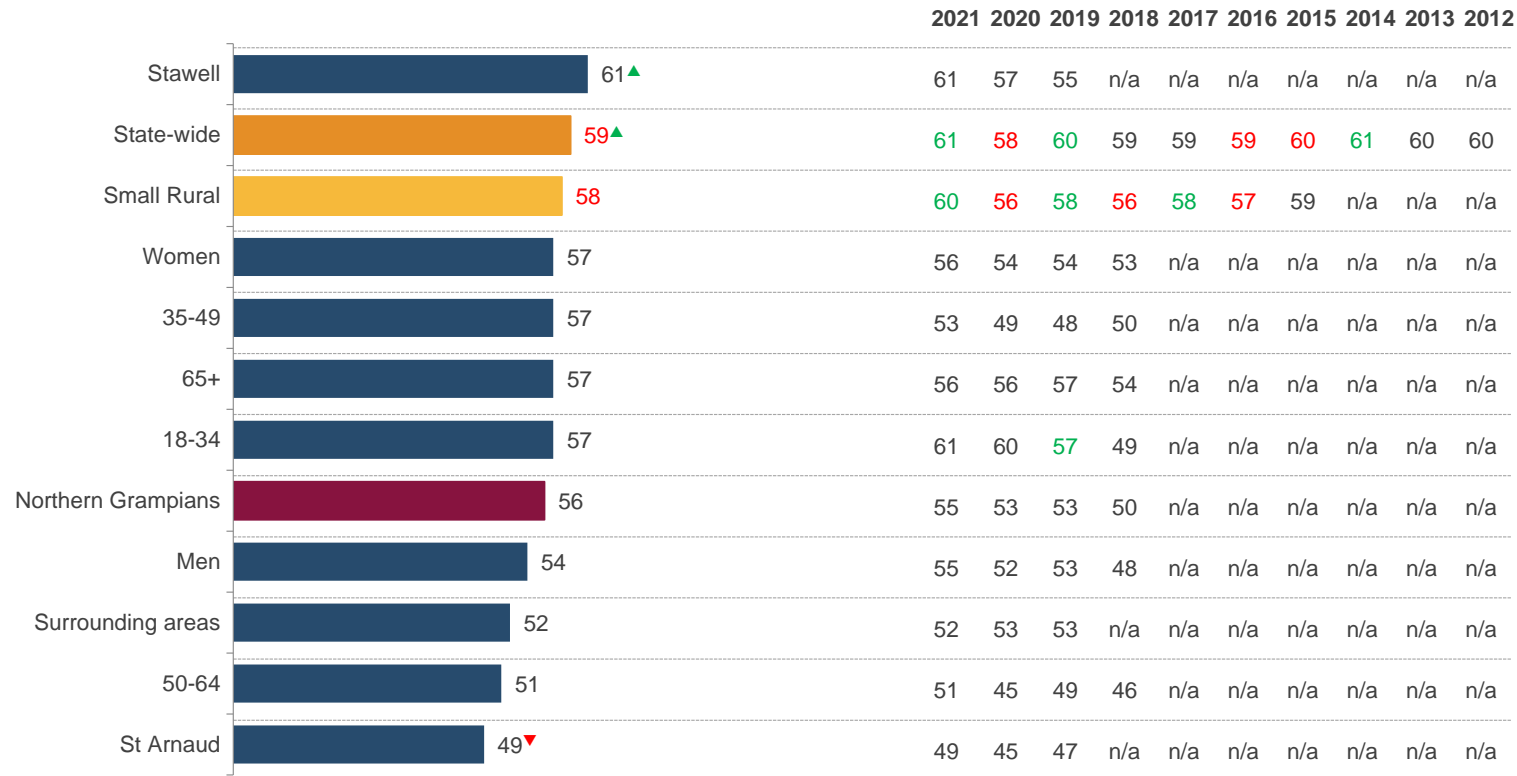
- Among Stawell residents, perceptions of value for money are significantly higher than the Council average.





Overall performance

2022 overall performance (index scores)

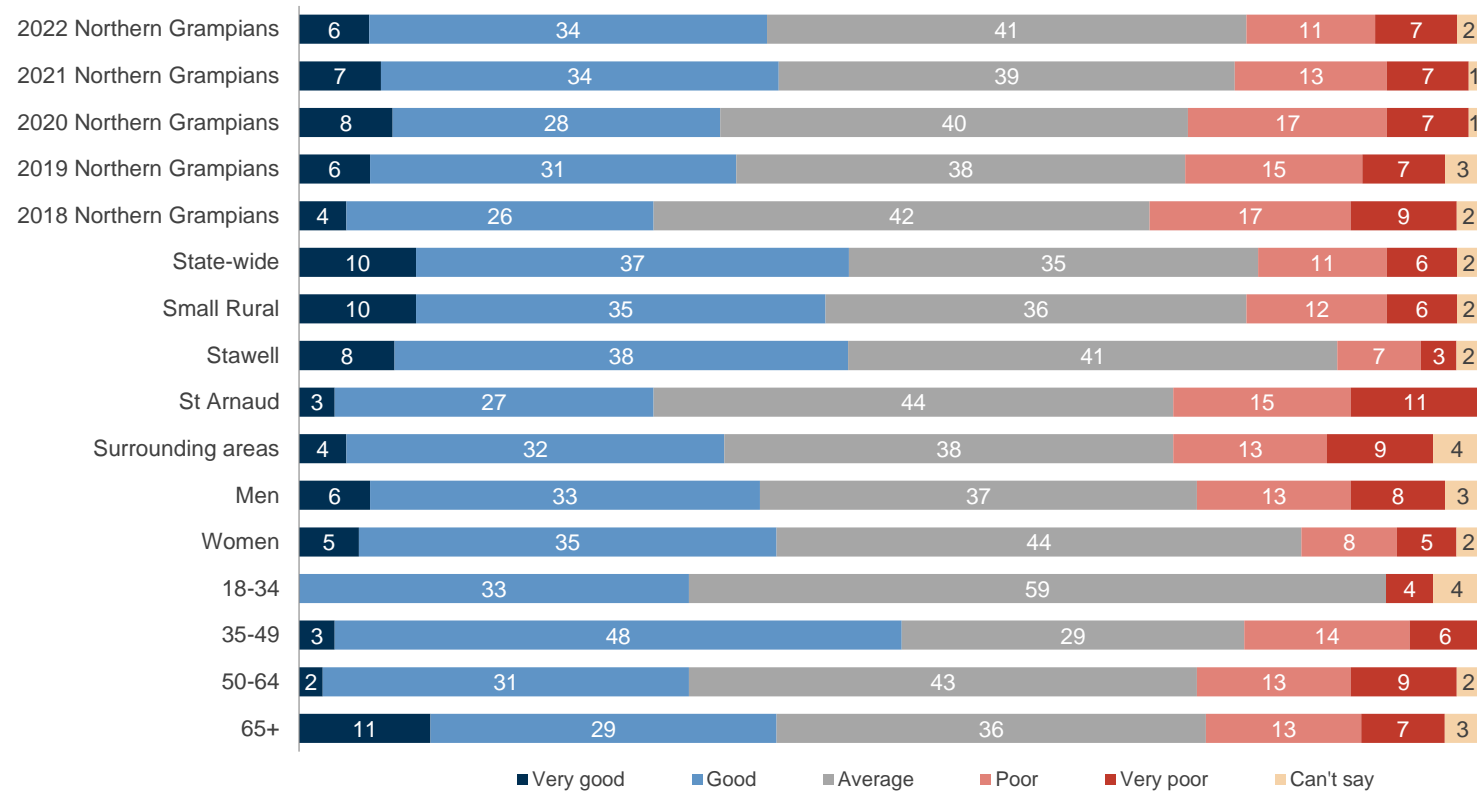


Q3. ON BALANCE, for the last twelve months, how do you feel about the performance of Northern Grampians Shire Council, not just on one or two issues, BUT OVERALL across all responsibility areas? Has it been very good, good, average, poor or very poor?
 Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19
 Note: Please see Appendix A for explanation of significant differences.



Overall performance

2022 overall performance (%)

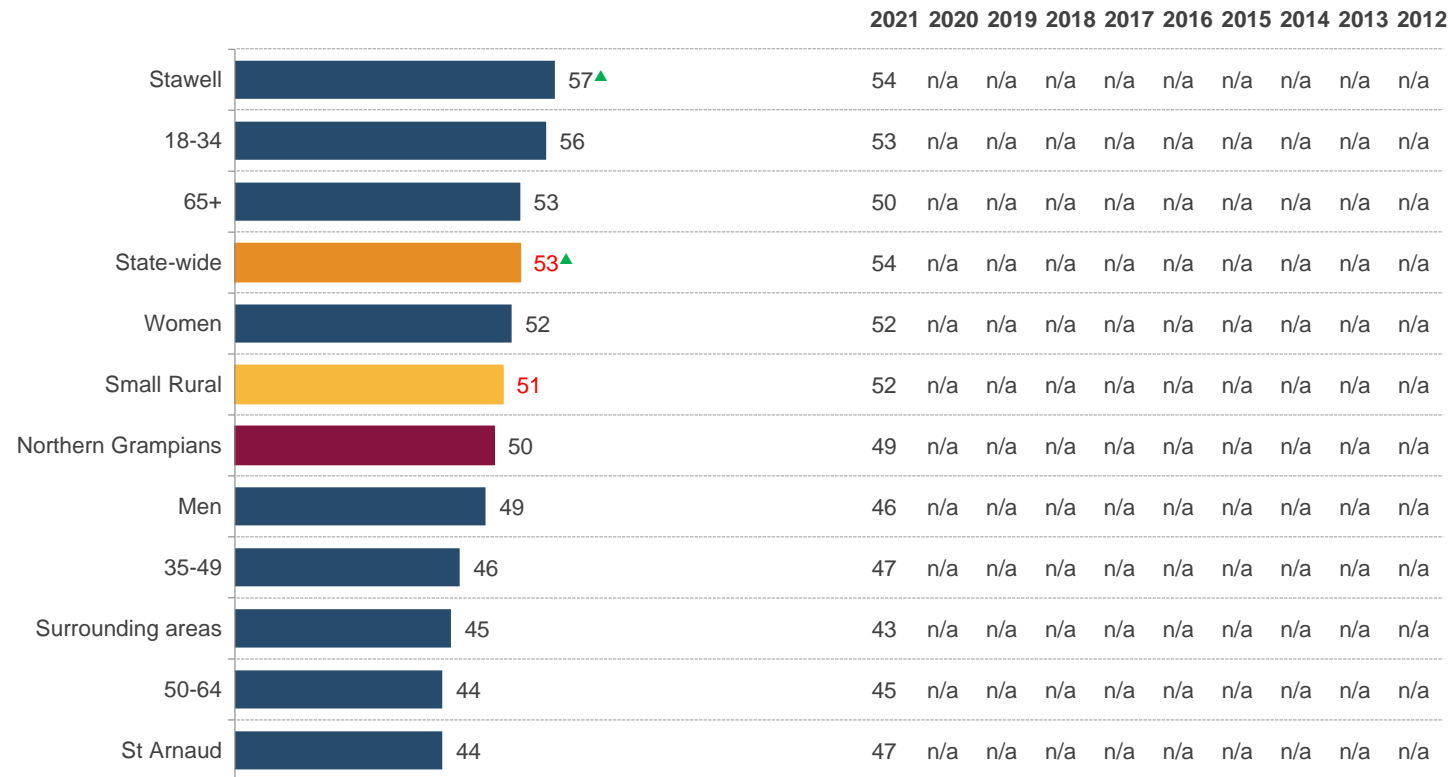


Q3. ON BALANCE, for the last twelve months, how do you feel about the performance of Northern Grampians Shire Council, not just on one or two issues, BUT OVERALL across all responsibility areas? Has it been very good, good, average, poor or very poor?
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19



Value for money in services and infrastructure

2022 value for money (index scores)



Q3b. How would you rate Northern Grampians Shire Council at providing good value for money in infrastructure and services provided to your community?

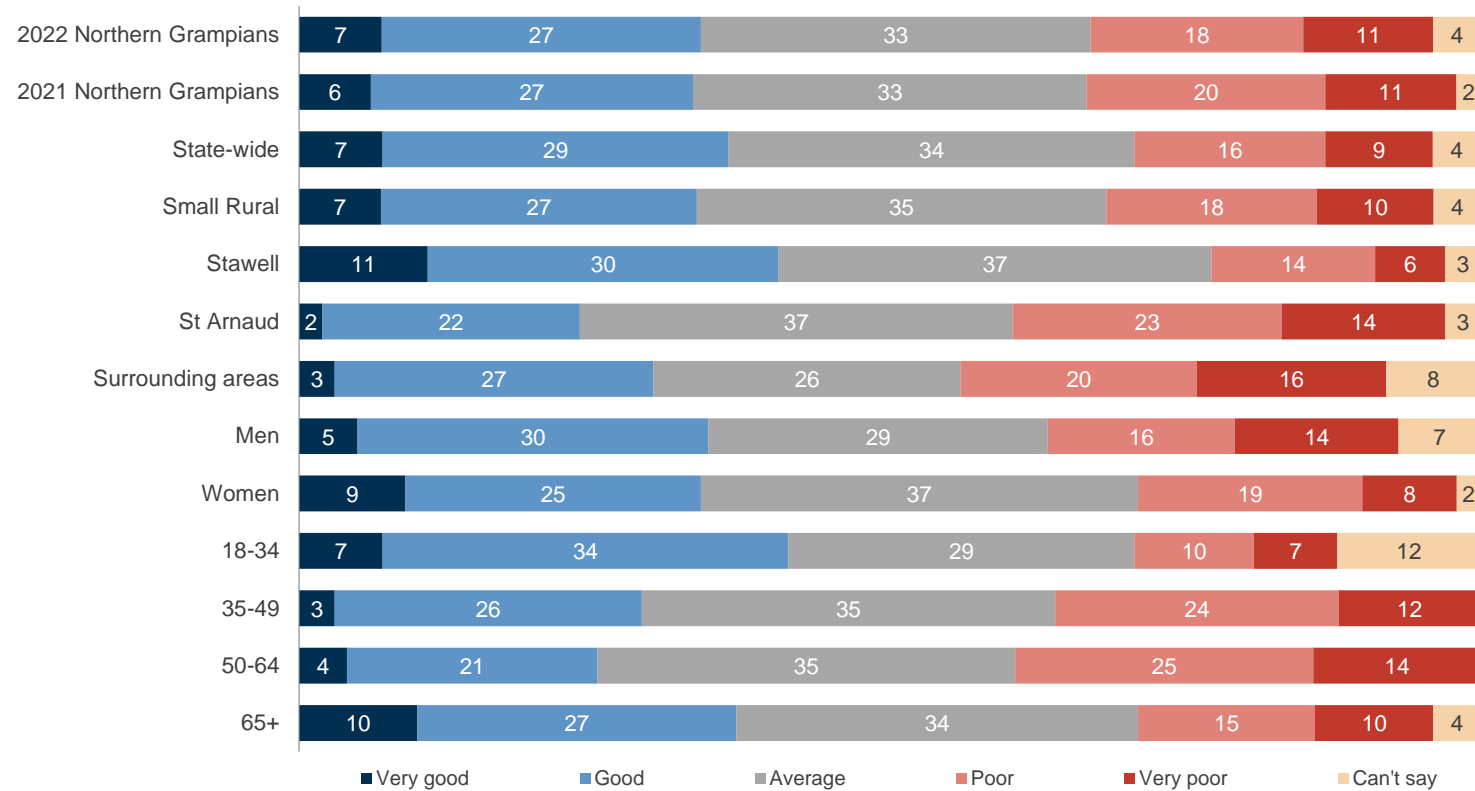
Base: All respondents. Councils asked State-wide: 66 Councils asked group: 19

Note: Please see Appendix A for explanation of significant differences.



Value for money in services and infrastructure

2022 value for money (%)



Q3b. How would you rate Northern Grampians Shire Council at providing good value for money in infrastructure and services provided to your community?
 Base: All respondents. Councils asked State-wide: 66 Councils asked group: 19



Top performing service areas

Waste management continues to be Council's best performing service area (index score of 62, up one point on 2021).

- However, Council is rated significantly lower than the Small Rural council group and State-wide averages (index score of 68 for each).

Another better performing area is community decisions (index score of 55), where Council has maintained a five-point gain made in 2021.

- Council performance remains in line with the Small Rural council group and State-wide averages (index score of 54 for each).
- Ratings are highest among 18 to 34 year olds and Stawell residents, however St Arnaud residents continue to rate Council poorly in this service area.



Waste management (index score of 62) is the area where Council performed best in 2022.



Low performing service areas



Council rates lowest in the area of sealed local roads (index score of 53, down one point on 2021).

- While Stawell residents rate Council as performing well in this area, those in St Arnaud and surrounding areas continue to rate it poorly, suggesting specific concerns about the condition of sealed roads in these two localities.

Another lower performing area for Council is consultation and engagement (index score of 54).

- Council has gradually improved its overall rating in this area over the past two years, which is now in line with the Small Rural council group and State-wide averages (index score of 54 for each).
- However, the core ratepayer group of 35 to 49 and 50 to 64 year olds rate Council as performing poorly in this area (index scores below 50), as do St Arnaud residents.



Individual service area performance

2022 individual service area performance (index scores)

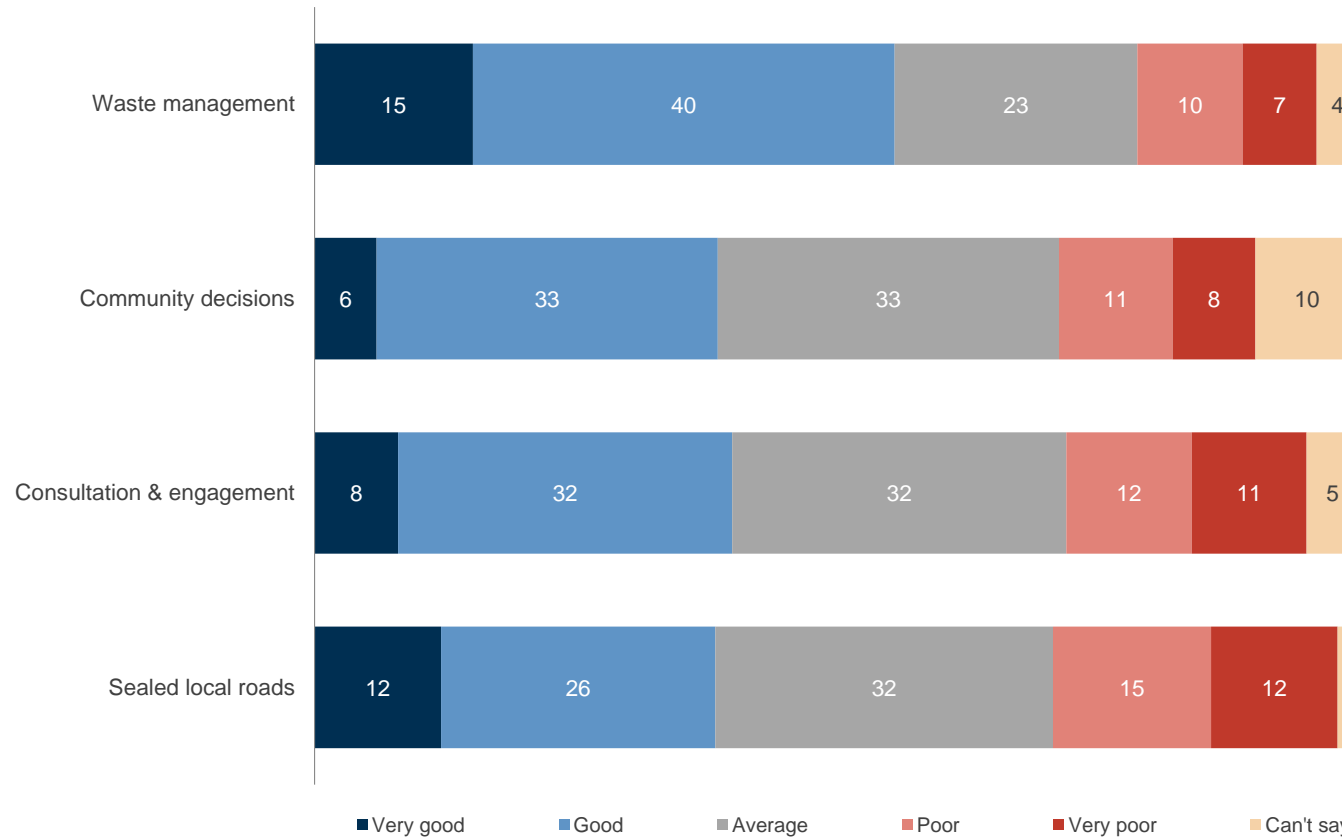


Q2. How has Council performed on [RESPONSIBILITY AREA] over the last 12 months?
 Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19
 Note: Please see Appendix A for explanation of significant differences.



Individual service area performance

2022 individual service area performance (%)



Q2: How has Council performed on [RESPONSIBILITY AREA] over the last 12 months?
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

Customer service





Contact with council and customer service

Contact with council

Six in 10 residents (60%) have had contact with Council in the last 12 months.

- Rate of contact is down two points from 2021, continuing a decline from Council's peak result of 67% in 2020.



Among those residents who have had contact with Council, 68% provide a positive customer service rating of 'very good' or 'good', including 25% of residents who rate Council's customer service as 'very good'.

Customer service

Perceptions of Council's customer service (index score of 68) have remained relatively stable over time.

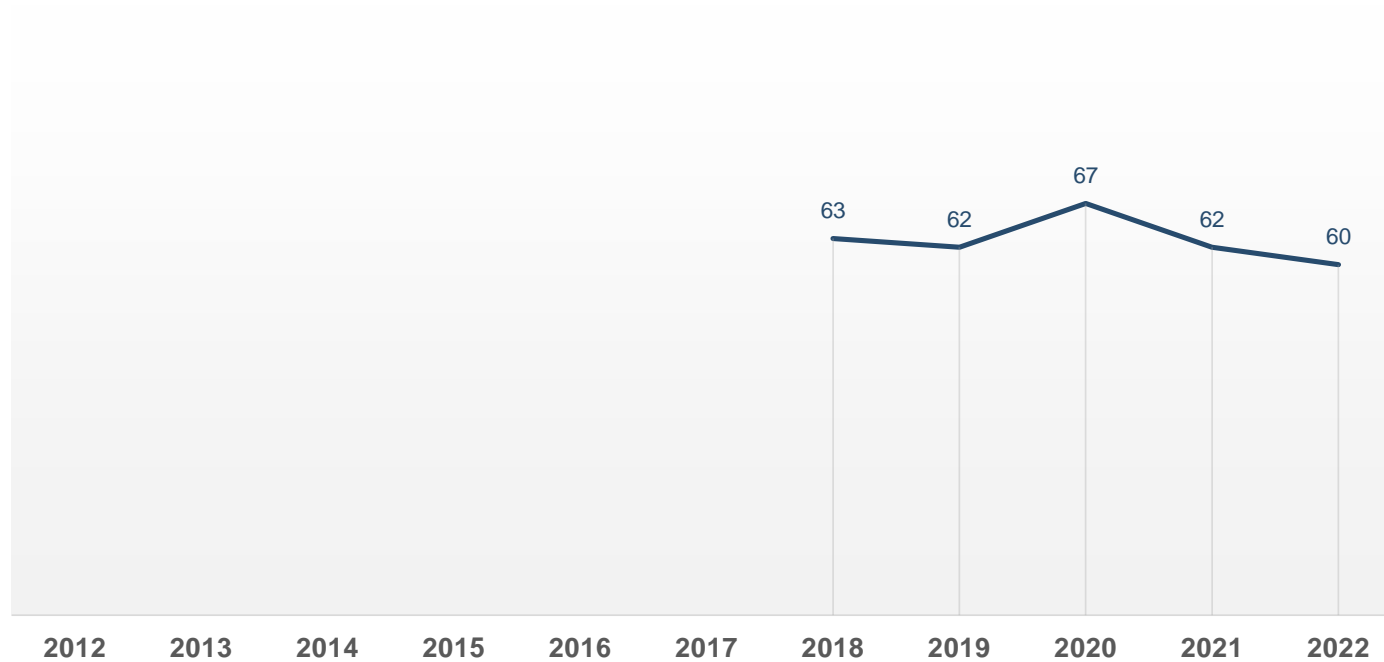
- Council's customer service rates in line with the Small Rural group and State-wide averages (index scores of 67 and 68 respectively).
- Council is rated highest by 18 to 34 year olds and lowest by St Arnaud residents, with ratings down 11 index points this year among St Arnaud residents.

Among those who have had contact with Council, around two thirds (68%) provide a positive customer service rating of 'very good' or 'good'. Few (15%) rate Council's customer service as 'poor' or 'very poor'.



Contact with council

2022 contact with council (%)
Have had contact

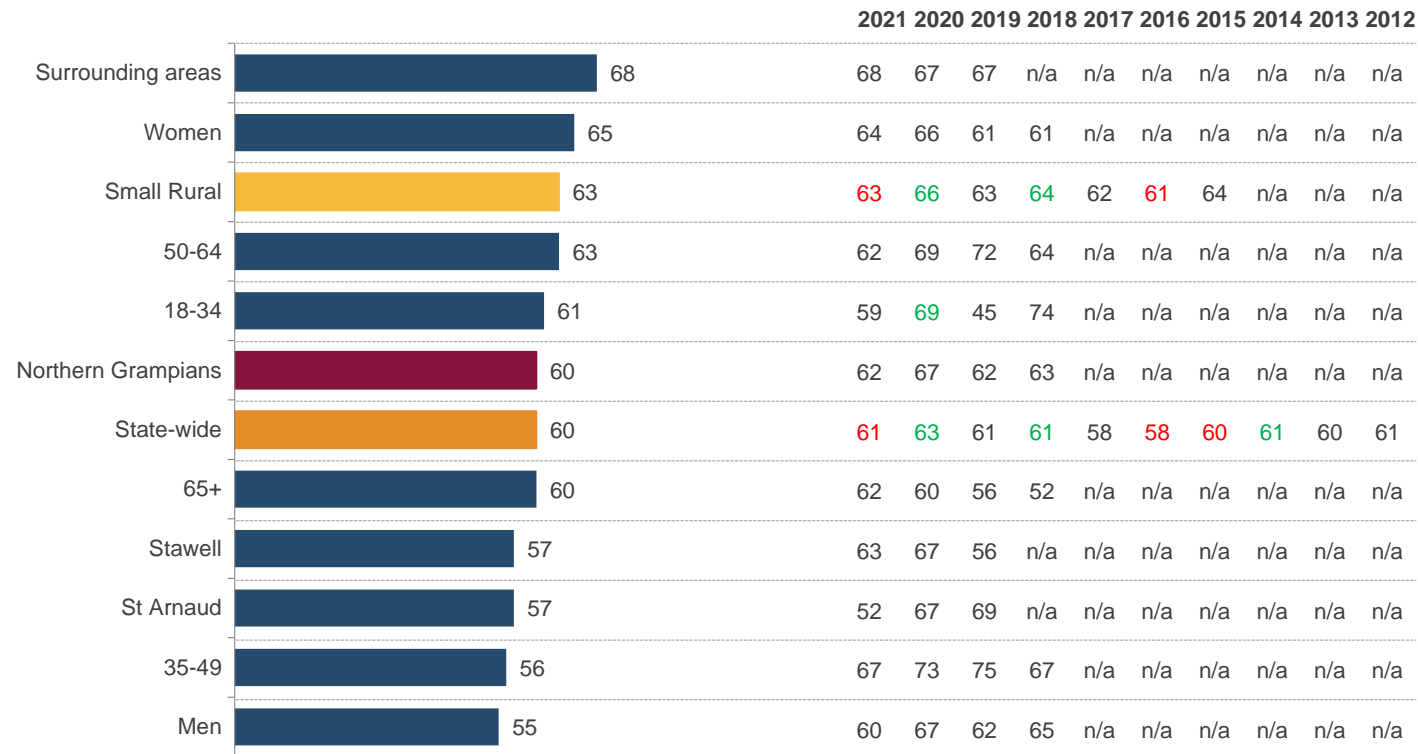


Q5. Over the last 12 months, have you or any member of your household had any contact with Northern Grampians Shire Council? This may have been in person, in writing, by telephone conversation, by text message, by email or via their website or social media such as Facebook or Twitter?
Base: All respondents. Councils asked State-wide: 42 Councils asked group: 15



Contact with council

2022 contact with council (%)



Q5. Over the last 12 months, have you or any member of your household had any contact with Northern Grampians Shire Council? This may have been in person, in writing, by telephone conversation, by text message, by email or via their website or social media such as Facebook or Twitter?

Base: All respondents. Councils asked State-wide: 42 Councils asked group: 15

Note: Please see Appendix A for explanation of significant differences.



Customer service rating

2022 customer service rating (index scores)

		2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
18-34	75▲	74	69	60	64	n/a	n/a	n/a	n/a	n/a	n/a
Stawell	74	71	72	66	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Women	71	73	67	64	64	n/a	n/a	n/a	n/a	n/a	n/a
State-wide	68	70	70	71	70	69	69	70	72	71	71
65+	68	69	72	65	68	n/a	n/a	n/a	n/a	n/a	n/a
Northern Grampians	68	70	67	64	65	n/a	n/a	n/a	n/a	n/a	n/a
35-49	68	64	64	66	61	n/a	n/a	n/a	n/a	n/a	n/a
Small Rural	67	69	70	70	69	69	69	70	n/a	n/a	n/a
Surrounding areas	66	68	65	66	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Men	65	66	67	63	66	n/a	n/a	n/a	n/a	n/a	n/a
50-64	61	71	61	63	66	n/a	n/a	n/a	n/a	n/a	n/a
St Arnaud	58▼	69	58	56	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Q5c. Thinking of the most recent contact, how would you rate Northern Grampians Shire Council for customer service? Please keep in mind we do not mean the actual outcome but rather the actual service that was received.

Base: All respondents who have had contact with Council in the last 12 months.

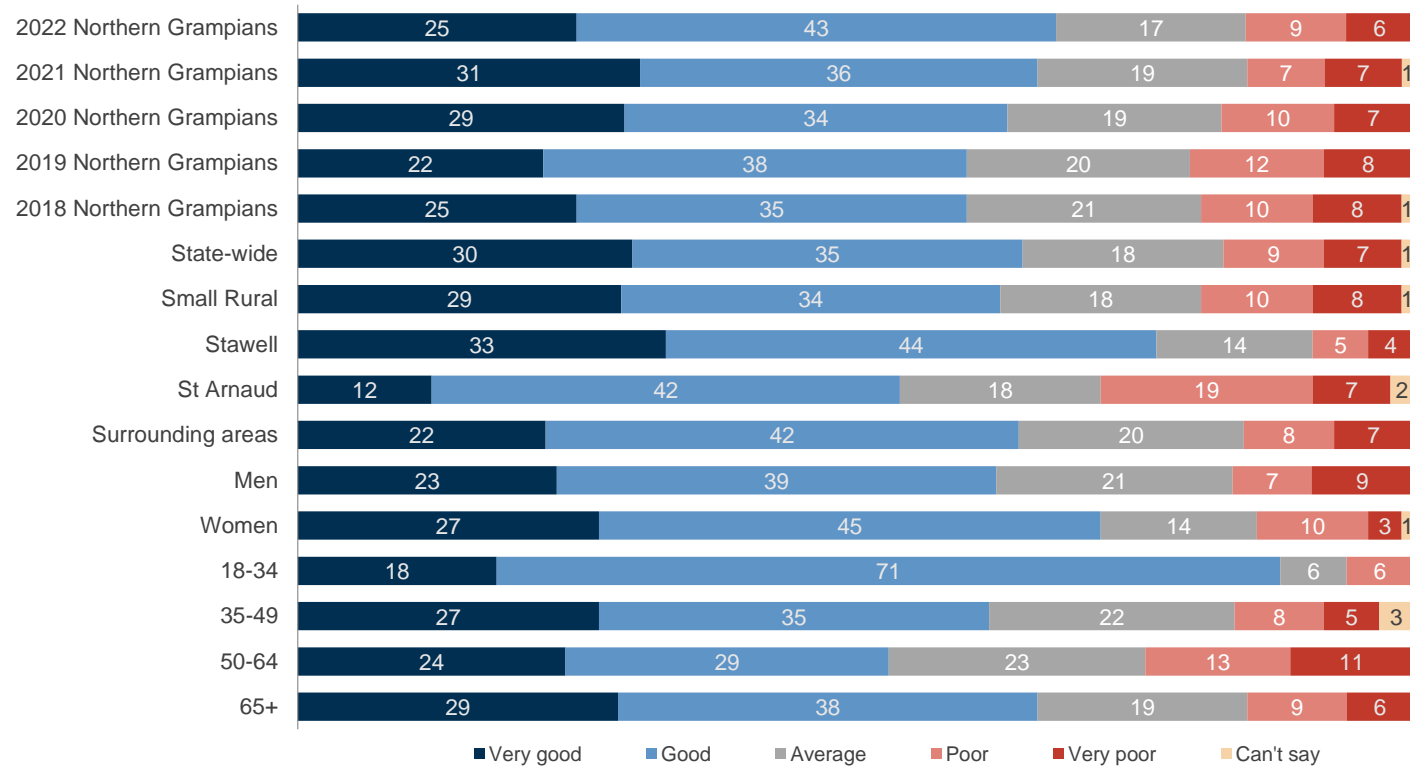
Councils asked State-wide: 67 Councils asked group: 19

Note: Please see Appendix A for explanation of significant differences.



Customer service rating

2022 customer service rating (%)



Q5c. Thinking of the most recent contact, how would you rate Northern Grampians Shire Council for customer service? Please keep in mind we do not mean the actual outcome but rather the actual service that was received.
 Base: All respondents who have had contact with Council in the last 12 months.
 Councils asked State-wide: 67 Councils asked group: 19



Council direction



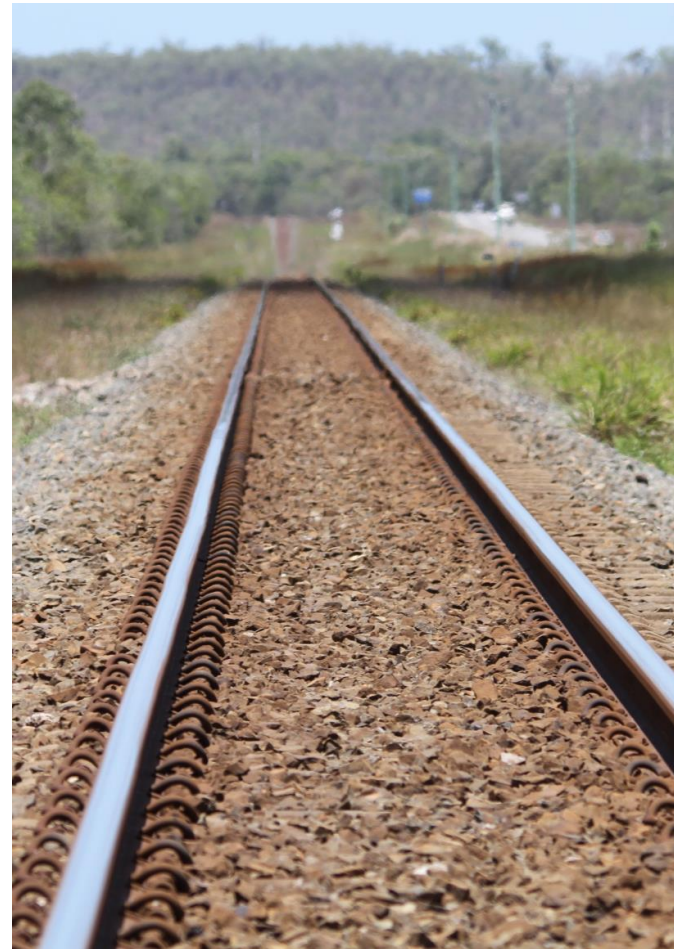
Council direction

Council's overall direction index score has improved slightly in the last 12 months (up 3 points, to 52).

- Perceptions are in line with the Small Rural council group and State-wide averages (index scores of 51 and 50 respectively).

Over the last 12 months, 63% of residents believe the direction of Council's overall performance has stayed the same (down four points on 2021).

- 18% believe Council's direction has improved in the last 12 months, up four points on 2021.
- 14% believe it has deteriorated, down two points on 2021.
- The most satisfied with Council direction are residents aged 18 to 34 years and those in Stawell.
- The least satisfied with Council direction are residents in surrounding areas, those aged 50 to 64 years and men.





Overall council direction last 12 months

2022 overall council direction (index scores)

		2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
18-34	61▲	52	57	52	53	n/a	n/a	n/a	n/a	n/a	n/a
Stawell	57▲	54	52	54	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Women	56	51	50	51	49	n/a	n/a	n/a	n/a	n/a	n/a
Northern Grampians	52	49	49	50	49	n/a	n/a	n/a	n/a	n/a	n/a
65+	52	49	53	52	50	n/a	n/a	n/a	n/a	n/a	n/a
Small Rural	51	53	50	53	50	52	50	53	n/a	n/a	n/a
State-wide	50	53	51	53	52	53	51	53	53	53	52
St Arnaud	49	45	39	40	n/a	n/a	n/a	n/a	n/a	n/a	n/a
35-49	49	48	38	47	51	n/a	n/a	n/a	n/a	n/a	n/a
Men	47▼	48	48	49	49	n/a	n/a	n/a	n/a	n/a	n/a
50-64	46	48	44	47	41	n/a	n/a	n/a	n/a	n/a	n/a
Surrounding areas	46▼	46	50	48	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Q6. Over the last 12 months, what is your view of the direction of Northern Grampians Shire Council's overall performance?

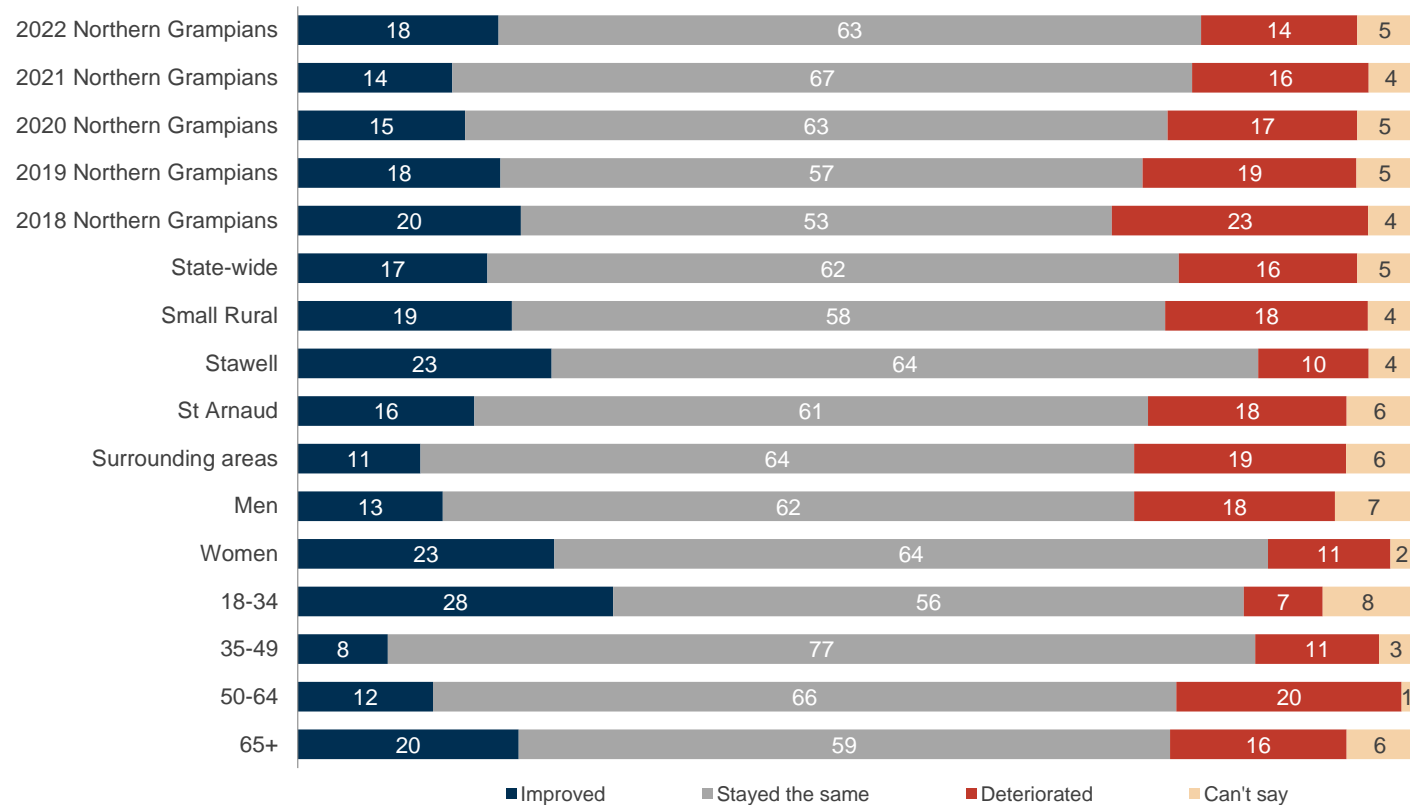
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

Note: Please see Appendix A for explanation of significant differences.



Overall council direction last 12 months

2022 overall council direction (%)



Q6. Over the last 12 months, what is your view of the direction of Northern Grampians Shire Council's overall performance?
 Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

Individual service areas





Community consultation and engagement performance



2022 consultation and engagement performance (index scores)

		2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
18-34	63▲	58	60	61	45	n/a	n/a	n/a	n/a	n/a	n/a
Stawell	58	59	54	56	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Women	54	54	52	54	50	n/a	n/a	n/a	n/a	n/a	n/a
State-wide	54	56	55	56	55	55	54	56	57	57	57
Small Rural	54	56	54	56	54	55	55	56	n/a	n/a	n/a
Northern Grampians	54	52	50	53	48	n/a	n/a	n/a	n/a	n/a	n/a
Men	53	50	48	52	46	n/a	n/a	n/a	n/a	n/a	n/a
65+	53	51	53	53	53	n/a	n/a	n/a	n/a	n/a	n/a
Surrounding areas	52	47	50	53	n/a	n/a	n/a	n/a	n/a	n/a	n/a
35-49	49	50	47	51	49	n/a	n/a	n/a	n/a	n/a	n/a
50-64	48	49	39	48	45	n/a	n/a	n/a	n/a	n/a	n/a
St Arnaud	45▼	46	40	46	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Q2. How has Council performed on 'Community consultation and engagement' over the last 12 months?

Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

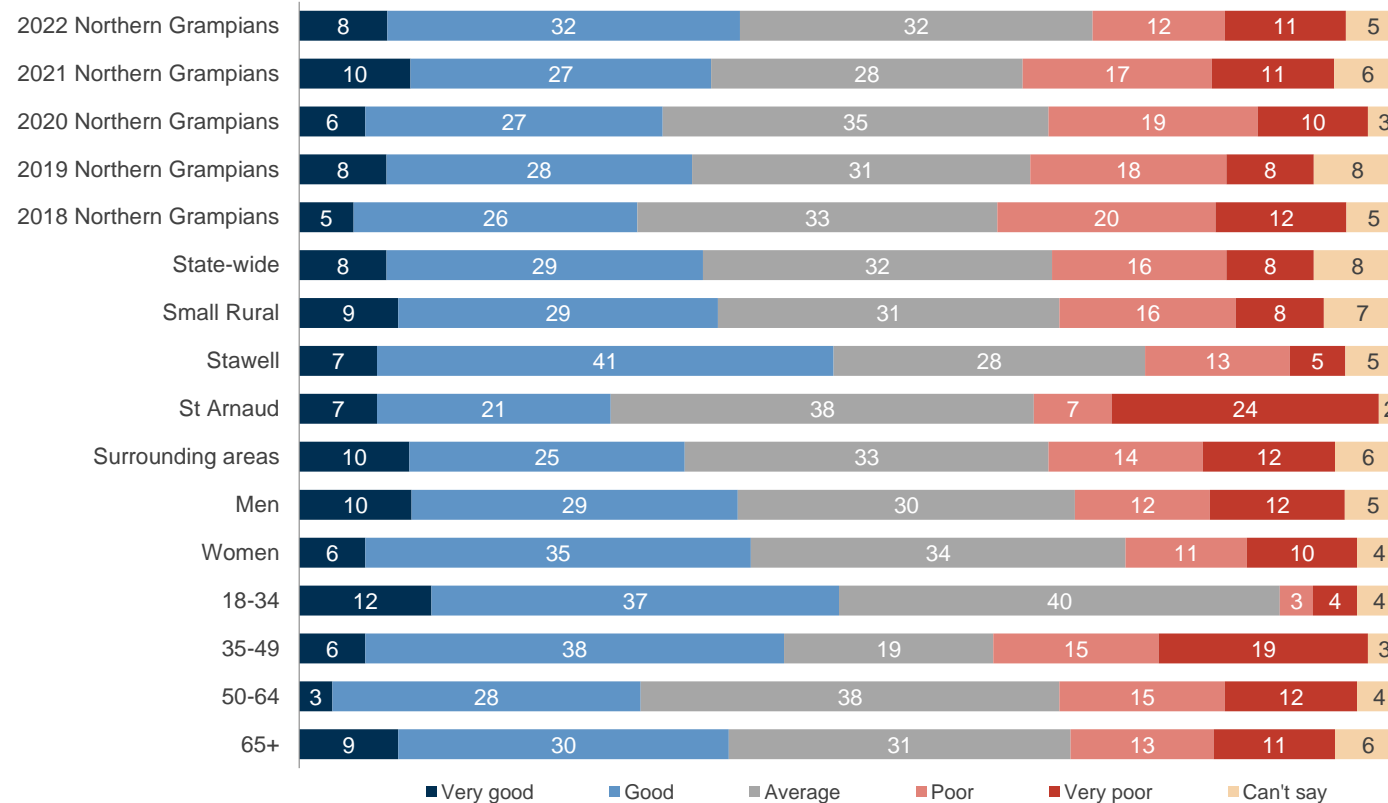
Note: Please see Appendix A for explanation of significant differences.



Community consultation and engagement performance



2022 consultation and engagement performance (%)



Q2. How has Council performed on 'Community consultation and engagement' over the last 12 months?
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

Decisions made in the interest of the community performance



2022 community decisions made performance (index scores)

		2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
18-34	65▲	57	55	51	41	n/a	n/a	n/a	n/a	n/a	n/a
Stawell	61▲	61	54	53	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Men	55	57	47	50	45	n/a	n/a	n/a	n/a	n/a	n/a
Northern Grampians	55	55	50	51	47	n/a	n/a	n/a	n/a	n/a	n/a
Women	55	54	53	51	49	n/a	n/a	n/a	n/a	n/a	n/a
State-wide	54	56	53	55	54	54	54	55	57	n/a	n/a
Small Rural	54	56	53	55	52	55	53	56	n/a	n/a	n/a
65+	53	55	55	54	53	n/a	n/a	n/a	n/a	n/a	n/a
35-49	53	57	47	46	46	n/a	n/a	n/a	n/a	n/a	n/a
Surrounding areas	51	52	51	50	n/a	n/a	n/a	n/a	n/a	n/a	n/a
50-64	51	52	41	50	46	n/a	n/a	n/a	n/a	n/a	n/a
St Arnaud	47▼	49	40	45	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Q2. How has Council performed on 'Decisions made in the interest of the community' over the last 12 months?

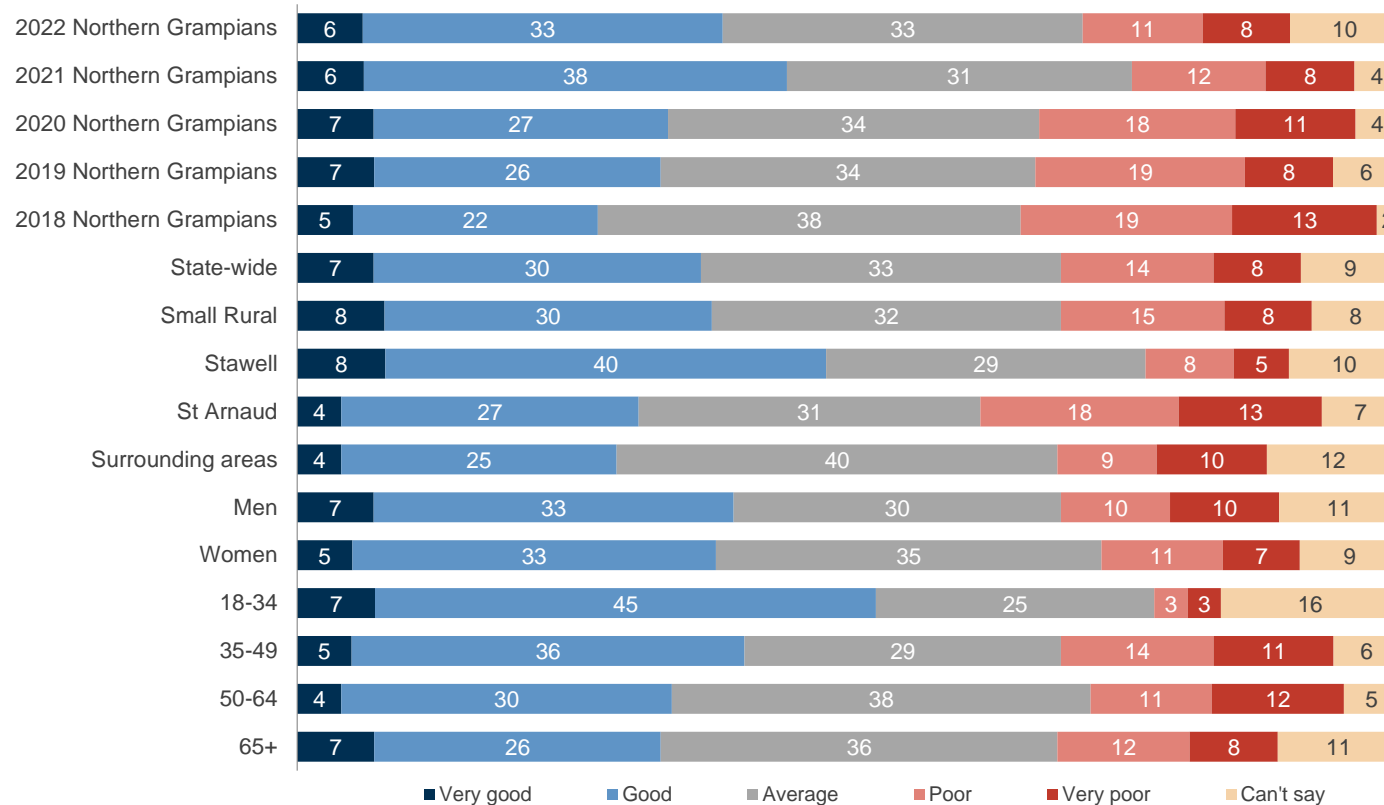
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

Note: Please see Appendix A for explanation of significant differences.

Decisions made in the interest of the community performance



2022 community decisions made performance (%)



Q2. How has Council performed on 'Decisions made in the interest of the community' over the last 12 months?
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

The condition of sealed local roads in your area performance



2022 sealed local roads performance (index scores)

		2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Stawell	60▲	61	56	57	n/a	n/a	n/a	n/a	n/a	n/a	n/a
18-34	57	58	57	56	47	n/a	n/a	n/a	n/a	n/a	n/a
65+	55	54	53	55	52	n/a	n/a	n/a	n/a	n/a	n/a
Women	55	53	51	51	46	n/a	n/a	n/a	n/a	n/a	n/a
State-wide	53	57	54	56	53	53	54	55	55	n/a	n/a
Northern Grampians	53	54	50	53	48	n/a	n/a	n/a	n/a	n/a	n/a
Men	50	54	50	55	50	n/a	n/a	n/a	n/a	n/a	n/a
Small Rural	50	53	51	53	49	50	52	52	n/a	n/a	n/a
35-49	50	52	48	50	46	n/a	n/a	n/a	n/a	n/a	n/a
St Arnaud	47	48	44	46	n/a	n/a	n/a	n/a	n/a	n/a	n/a
50-64	45▼	51	42	51	45	n/a	n/a	n/a	n/a	n/a	n/a
Surrounding areas	45▼	47	46	50	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Q2. How has Council performed on 'The condition of sealed local roads in your area' over the last 12 months?

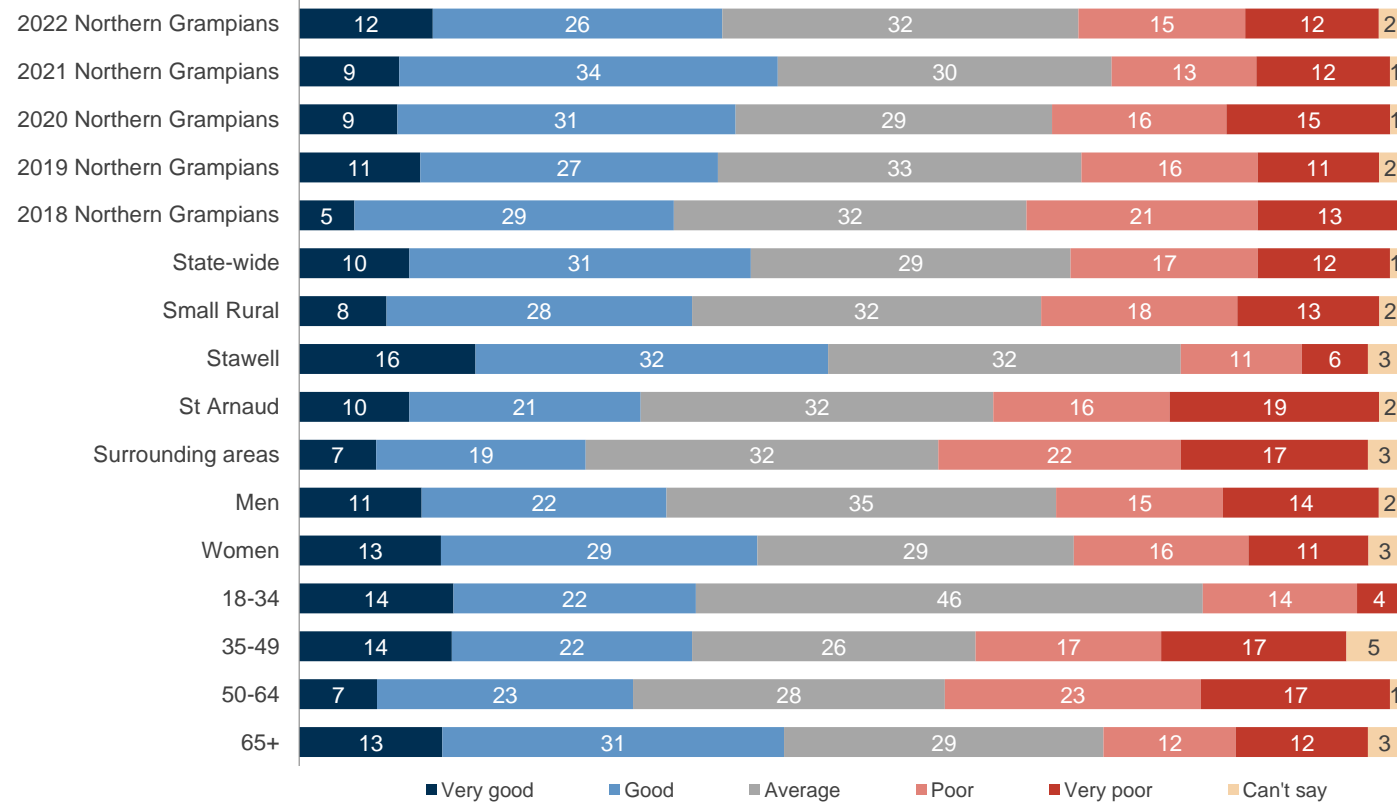
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

Note: Please see Appendix A for explanation of significant differences.

The condition of sealed local roads in your area performance



2022 sealed local roads performance (%)



Q2. How has Council performed on 'The condition of sealed local roads in your area' over the last 12 months?
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19



Waste management performance



2022 waste management performance (index scores)

		2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Small Rural	68▲	68	64	66	69	70	69	71	n/a	n/a	n/a
State-wide	68▲	69	65	68	70	71	70	72	73	71	72
18-34	65	65	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
65+	65	60	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Stawell	65	65	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Women	62	57	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Northern Grampians	62	61	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Men	62	64	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Surrounding areas	60	56	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
St Arnaud	59	58	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
50-64	58	56	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
35-49	56	63	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

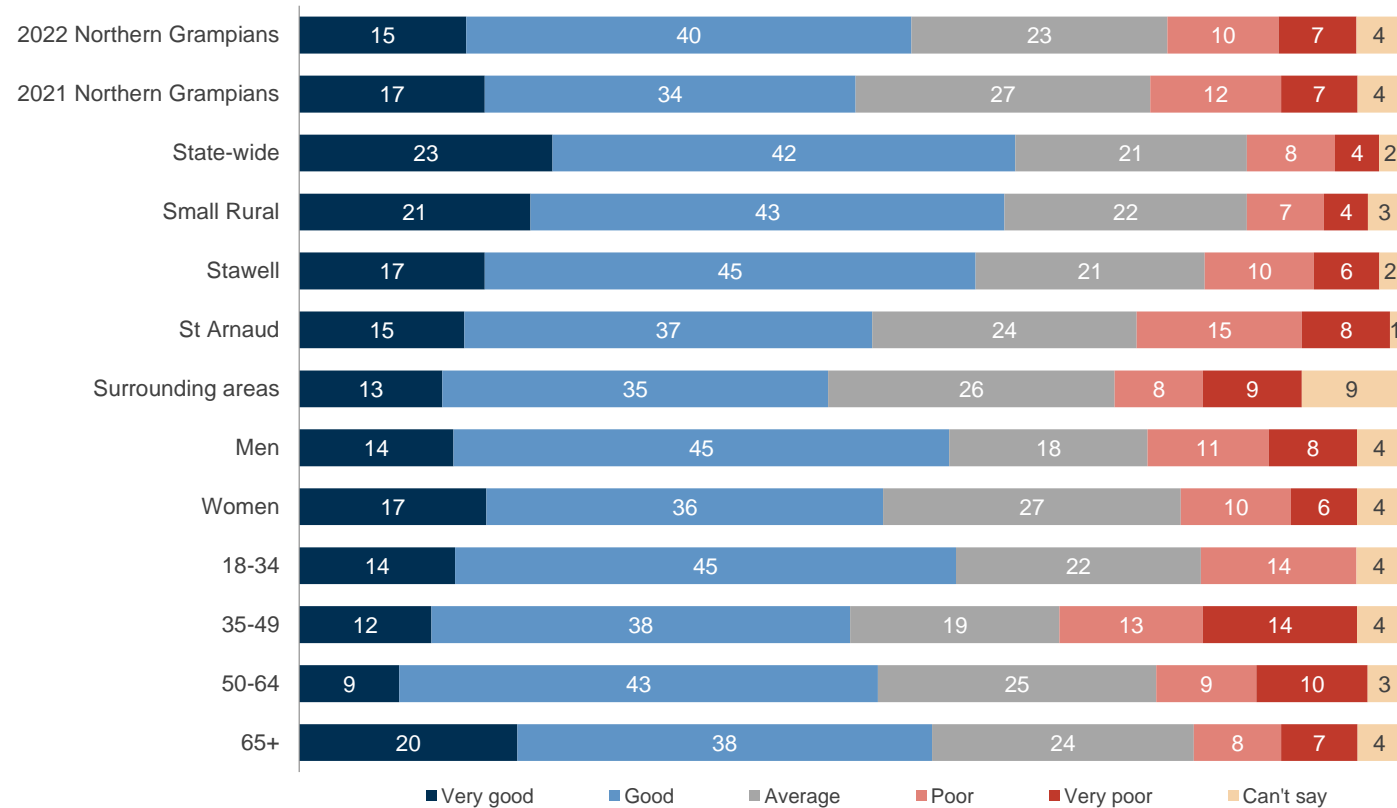
Q2. How has Council performed on 'Waste management' over the last 12 months?
 Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19
 Note: Please see Appendix A for explanation of significant differences.



Waste management performance



2022 waste management performance (%)



Q2: How has Council performed on 'Waste management' over the last 12 months?
Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

Detailed demographics

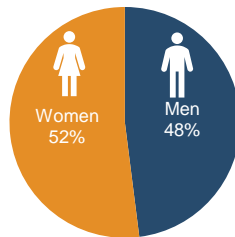




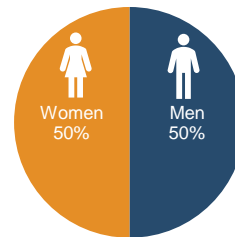
Gender and age profile

2022 gender

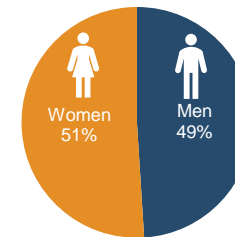
Northern Grampians



Small Rural

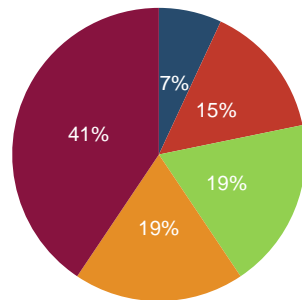


State-wide

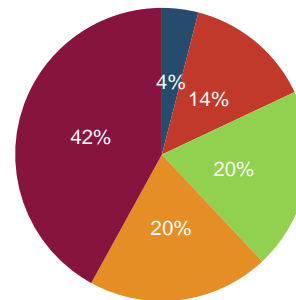


2022 age

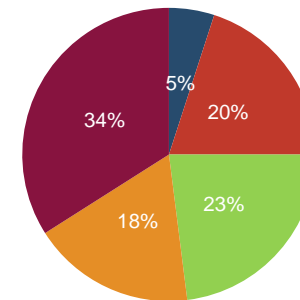
Northern Grampians



Small Rural



State-wide



■ 18-24 ■ 25-34 ■ 35-49 ■ 50-64 ■ 65+

■ 18-24 ■ 25-34 ■ 35-49 ■ 50-64 ■ 65+

■ 18-24 ■ 25-34 ■ 35-49 ■ 50-64 ■ 65+

S3. [Record gender] / S4. To which of the following age groups do you belong?

Base: All respondents. Councils asked State-wide: 67 Councils asked group: 19

Please note that for the reason of simplifying reporting, interlocking age and gender reporting has not been included in this report. Interlocking age and gender analysis is still available in the dashboard and data tables provided alongside this report.

Appendix A: Index scores, margins of error and significant differences





Appendix A: Index Scores

Index Scores

Many questions ask respondents to rate council performance on a five-point scale, for example, from 'very good' to 'very poor', with 'can't say' also a possible response category. To facilitate ease of reporting and comparison of results over time, starting from the 2012 survey and measured against the state-wide result and the council group, an 'Index Score' has been calculated for such measures.

The Index Score is calculated and represented as a score out of 100 (on a 0 to 100 scale), with 'can't say' responses excluded from the analysis. The '% RESULT' for each scale category is multiplied by the 'INDEX FACTOR'. This produces an 'INDEX VALUE' for each category, which are then summed to produce the 'INDEX SCORE', equating to '60' in the following example.

Similarly, an Index Score has been calculated for the Core question 'Performance direction in the last 12 months', based on the following scale for each performance measure category, with 'Can't say' responses excluded from the calculation.

SCALE CATEGORIES	% RESULT	INDEX FACTOR	INDEX VALUE
Very good	9%	100	9
Good	40%	75	30
Average	37%	50	19
Poor	9%	25	2
Very poor	4%	0	0
Can't say	1%	--	INDEX SCORE 60

SCALE CATEGORIES	% RESULT	INDEX FACTOR	INDEX VALUE
Improved	36%	100	36
Stayed the same	40%	50	20
Deteriorated	23%	0	0
Can't say	1%	--	INDEX SCORE 56



Appendix A: Margins of error

The sample size for the 2022 State-wide Local Government Community Satisfaction Survey for Northern Grampians Shire Council was n=400. Unless otherwise noted, this is the total sample base for all reported charts and tables.

The maximum margin of error on a sample of approximately n=400 interviews is +/-4.8% at the 95% confidence level for results around 50%. Margins of error will be larger for any sub-samples. As an example, a result of 50% can be read confidently as falling midway in the range 45.2% - 54.8%.

Maximum margins of error are listed in the table below, based on a population of 9,200 people aged 18 years or over for Northern Grampians Shire Council, according to ABS estimates.

Demographic	Actual survey sample size	Weighted base	Maximum margin of error at 95% confidence interval
Northern Grampians Shire Council	400	400	+/-4.8
Men	195	193	+/-7.0
Women	205	207	+/-6.8
Stawell	190	194	+/-7.1
St Arnaud	83	83	+/-10.8
Surrounding areas	127	122	+/-8.7
18-34 years	27	85	+/-19.2
35-49 years	66	75	+/-12.1
50-64 years	98	76	+/-9.9
65+ years	209	164	+/-6.7

Appendix A: Significant difference reporting notation



Within tables and index score charts throughout this report, statistically significant differences at the 95% confidence level are represented by upward directing green (▲) and downward directing red arrows (▼).

Significance when noted indicates a significantly higher or lower result for the analysis group in comparison to the 'Total' result for the council for that survey question for that year. Therefore in the example below:

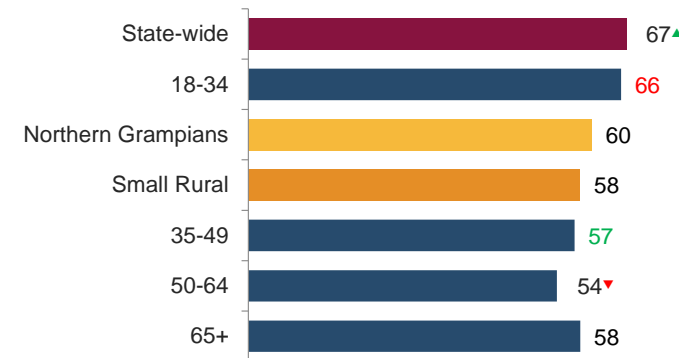
- ▲ The state-wide result is significantly higher than the overall result for the council.
- ▼ The result among 50-64 year olds is significantly lower than for the overall result for the council.

Further, results shown in green and red indicate significantly higher or lower results than in 2021.

Therefore in the example below:

- The result among 35-49 year olds in the council is **significantly higher** than the result achieved among this group in 2021.
- The result among 18-34 year olds in the council is **significantly lower** than the result achieved among this group in 2021.

**2022 overall performance (index scores)
(example extract only)**



Appendix A: Index score significant difference calculation



The test applied to the Indexes was an Independent Mean Test, as follows:

$$Z \text{ Score} = (\$1 - \$2) / \text{Sqrt} ((\$5^2 / \$3) + (\$6^2 / \$4))$$

Where:

- \$1 = Index Score 1
- \$2 = Index Score 2
- \$3 = unweighted sample count 1
- \$4 = unweighted sample count 2
- \$5 = standard deviation 1
- \$6 = standard deviation 2

All figures can be sourced from the detailed cross tabulations.

The test was applied at the 95% confidence interval, so if the Z Score was greater than +/- 1.954 the scores are significantly different.

Appendix B: Further project information





Appendix B: Further information

Further information about the report and explanations about the State-wide Local Government Community Satisfaction Survey can be found in this section including:

- Background and objectives
- Analysis and reporting
- Glossary of terms

Detailed survey tabulations

Detailed survey tabulations are available in supplied Excel file.

Contacts

For further queries about the conduct and reporting of the 2022 State-wide Local Government Community Satisfaction Survey, please contact JWS Research on

(03) 8685 8555 or via email:
admin@jwsresearch.com

Appendix B: Survey methodology and sampling



The 2022 results are compared with previous years, as detailed below:

- 2021, n=400 completed interviews, conducted in the period of 28th January – 18th March.
- 2019, n=401 completed interviews, conducted in the period of 1st February – 30th March.
- 2018, n=400 completed interviews, conducted in the period of 1st February – 30th March.

Minimum quotas of gender within age groups were applied during the fieldwork phase. Post-survey weighting was then conducted to ensure accurate representation of the age and gender profile of the Northern Grampians Shire Council area.

Any variation of +/-1% between individual results and net scores in this report or the detailed survey tabulations is due to rounding. In reporting, '—' denotes not mentioned and '0%' denotes mentioned by less than 1% of respondents. 'Net' scores refer to two or more response categories being combined into one category for simplicity of reporting.

This survey was conducted by Computer Assisted Telephone Interviewing (CATI) as a representative random probability survey of residents aged 18+ years in Northern Grampians Shire Council.

Survey sample matched to the demographic profile of Northern Grampians Shire Council as determined by the most recent ABS population estimates was purchased from an accredited supplier of publicly available phone records, including up to 60% mobile phone numbers to cater to the diversity of residents within Northern Grampians Shire Council, particularly younger people.

A total of n=400 completed interviews were achieved in Northern Grampians Shire Council. Survey fieldwork was conducted in the period of 27th January – 24th March, 2022.



Appendix B: Analysis and reporting

All participating councils are listed in the State-wide report published on the DELWP website. In 2022, 67 of the 79 Councils throughout Victoria participated in this survey. For consistency of analysis and reporting across all projects, Local Government Victoria has aligned its presentation of data to use standard council groupings. Accordingly, the council reports for the community satisfaction survey provide analysis using these standard council groupings. Please note that councils participating across 2012-2022 vary slightly.

Council Groups

Northern Grampians Shire Council is classified as a Small Rural council according to the following classification list:

- Metropolitan, Interface, Regional Centres, Large Rural & Small Rural.

Councils participating in the Small Rural group are:

- Alpine, Ararat, Benalla, Buloke, Central Goldfields, Gannawarra, Hepburn, Hindmarsh, Indigo, Loddon, Mansfield, Murrindindi, Northern Grampians, Pyrenees, Queenscliffe, Strathbogie, West Wimmera and Yarriambiack.

Wherever appropriate, results for Northern Grampians Shire Council for this 2022 State-wide Local Government Community Satisfaction Survey have been compared against other participating councils in the Small Rural group and on a state-wide basis. Please note that council groupings changed for 2015, and as such comparisons to council group results before that time can not be made within the reported charts.

Appendix B: 2012 survey revision



The survey was revised in 2012. As a result:

- The survey is now conducted as a representative random probability survey of residents aged 18 years or over in local councils, whereas previously it was conducted as a 'head of household' survey.
- As part of the change to a representative resident survey, results are now weighted post survey to the known population distribution of Northern Grampians Shire Council according to the most recently available Australian Bureau of Statistics population estimates, whereas the results were previously not weighted.
- The service responsibility area performance measures have changed significantly and the rating scale used to assess performance has also changed.

As such, the results of the 2012 State-wide Local Government Community Satisfaction Survey should be considered as a benchmark. Please note that comparisons should not be made with the State-wide Local Government Community Satisfaction Survey results from 2011 and prior due to the methodological and sampling changes. Comparisons in the period 2012-2022 have been made throughout this report as appropriate.

Appendix B: Core, optional and tailored questions



Core, optional and tailored questions

Over and above necessary geographic and demographic questions required to ensure sample representativeness, a base set of questions for the 2022 State-wide Local Government Community Satisfaction Survey was designated as 'Core' and therefore compulsory inclusions for all participating Councils.

These core questions comprised:

- Overall performance last 12 months (Overall performance)
- Value for money in services and infrastructure (Value for money)
- Contact in last 12 months (Contact)
- Rating of contact (Customer service)
- Overall council direction last 12 months (Council direction)
- Community consultation and engagement (Consultation)
- Decisions made in the interest of the community (Making community decisions)
- Condition of sealed local roads (Sealed local roads)
- Waste management

Reporting of results for these core questions can always be compared against other participating councils in the council group and against all participating councils state-wide. Alternatively, some questions in the 2022 State-wide Local Government Community Satisfaction Survey were optional. Councils also had the ability to ask tailored questions specific only to their council.

Appendix B: Analysis and reporting



Reporting

Every council that participated in the 2022 State-wide Local Government Community Satisfaction Survey receives a customised report. In addition, the State government is supplied with this State-wide summary report of the aggregate results of 'Core' and 'Optional' questions asked across all council areas surveyed, which is available at:

<https://www.localgovernment.vic.gov.au/our-programs/council-community-satisfaction-survey>

Tailored questions commissioned by individual councils are reported only to the commissioning council and not otherwise shared unless by express written approval of the commissioning council.



Appendix B: Glossary of terms

Core questions: Compulsory inclusion questions for all councils participating in the CSS.

CSS: 2022 Victorian Local Government Community Satisfaction Survey.

Council group: One of five classified groups, comprising: metropolitan, interface, regional centres, large rural and small rural.

Council group average: The average result for all participating councils in the council group.

Highest / lowest: The result described is the highest or lowest result across a particular demographic sub-group e.g. men, for the specific question being reported. Reference to the result for a demographic sub-group being the highest or lowest does not imply that it is significantly higher or lower, unless this is specifically mentioned.

Index score: A score calculated and represented as a score out of 100 (on a 0 to 100 scale). This score is sometimes reported as a figure in brackets next to the category being described, e.g. men 50+ (60).

Optional questions: Questions which councils had an option to include or not.

Percentages: Also referred to as 'detailed results', meaning the proportion of responses, expressed as a percentage.

Sample: The number of completed interviews, e.g. for a council or within a demographic sub-group.

Significantly higher / lower: The result described is significantly higher or lower than the comparison result based on a statistical significance test at the 95% confidence limit. If the result referenced is statistically higher or lower then this will be specifically mentioned, however not all significantly higher or lower results are referenced in summary reporting.

State-wide average: The average result for all participating councils in the State.

Tailored questions: Individual questions tailored by and only reported to the commissioning council.

Weighting: Weighting factors are applied to the sample for each council based on available age and gender proportions from ABS census information to ensure reported results are proportionate to the actual population of the council, rather than the achieved survey sample.

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9.2. Boost Economic Growth

9.2.1. Visitor Information Services

Author/Position: Justine Kingan, Manager Economic and Community Futures

Purpose

To update recommendations made in the *Visitor Servicing and Halls Gap HUB Management Review*, which was adopted by Council at the 28 June 2021 Council Meeting, with the option of a volunteer run Visitor Information Centre (VIC) on the Western Highway in Stawell.

Summary

In May and June 2021, Council undertook a review of visitor servicing across the Northern Grampians Shire. Low visitor numbers to the Stawell VIC, together with the cost to staff the service resulted in the decision by Council to co-locate visitor information within the Stawell council library service (staffed six days/35 hours per week). Since that time, there has been renewed interest from the Stawell community in VIC volunteering at the Pleasant Creek Historic Precinct on the Western Highway, Stawell. Council called for expressions of interest (EOI) for volunteer Stawell Visitor Ambassadors and received a total of 34 responses. This level of interest indicates that a volunteer run VIC at the Pleasant Creek Historic Precinct on the Western Highway, Stawell is now feasible.

Recommendation

That Council delivers a volunteer run unaccredited visitor information service in Stawell at the Pleasant Creek Historic Precinct on the Western Highway and monitors and reviews visitor numbers annually.

RESOLUTION

That Council supports a volunteer run unaccredited visitor information service in Stawell at the Pleasant Creek Historic Precinct on the Western Highway and monitors and reviews on a quarterly basis.

Moved: Cr Lauren Dempsey

Seconded: Cr Kevin Erwin

Carried

Background/Rationale

This report provides an update to recommendations made in the Visitor Servicing and Halls Gap HUB Management Review, Council report (Council Meeting, 28 June 2021). The option of a volunteer run Visitor Information Centre (VIC) at the Stawell Pleasant Creek Historic Precinct on the Western Highway is presented.

In May and June Council 2021, Council undertook a review of visitor servicing across Northern Grampians Shire. The 2021 review focused on post-arrival, in destination visitor information services, including channels such as face-to-face visitor information centres (VIC) and information on local attractions and tourism offerings across the municipality.

At the time of the review, there were no volunteers available to support the delivery of a VIC in Stawell. The 2021 review found that the Stawell VIC (located at the Pleasant Creek Historic Precinct on the Western Highway):

- operated two days per week
- reported between 2-4 visitors per day (approximately 416 per year pre and during COVID)
- did not have any volunteer support to run
- cost the community \$143 per visitor (based on historic numbers) or \$60K per year to staff two days per week
- has little printed or digital tourism information available on Stawell.

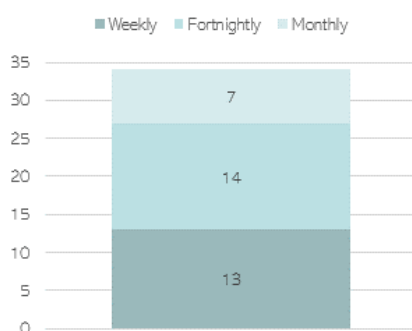
Low visitor numbers, together with the cost to staff the service resulted in the decision by Council to co-locate visitor information within the Stawell Library, within the township (staffed six days/35 hours per week).

Since that time, there has been renewed interest from the Stawell community in VIC volunteering at the Pleasant Creek Historic Precinct on the Western Highway, Stawell. Council called for expressions of interest (EOI) for volunteer Stawell Visitor Ambassadors in early June 2022. The purpose of the EOI was to understand the number of potential volunteers and their availability.

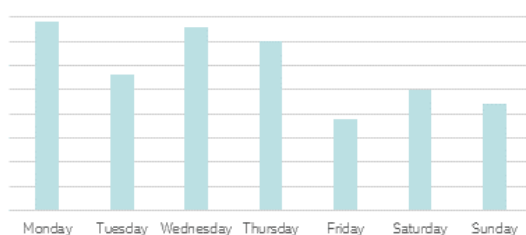
Council received a total of 34 responses. This level of interest indicates that a volunteer run VIC at the Pleasant Creek Historic Precinct on the Western Highway, Stawell is now feasible and could support the delivery of a 2 to 7 days a week service, open 6 hours a day from 10am to 4pm, split into two shifts.

Results

Volunteer Responses – 34 Total



Volunteer Availability by day



Legislation, Council Plan, Strategy and Policy Implications

Local Government Act 2020

Northern Grampians Economic Development Strategy and Action Plan 2021-31

Victorian Economy Recovery and Reform Plan (Victorian State Government, April 2021)

Regional Tourism Review (Victorian State Government, April 2021)

Draft Stawell Tourism Strategy and Action Plan 2022-32

Options

Option 1

Council delivers a volunteer run unaccredited visitor information service in Stawell at the Pleasant Creek Historic Precinct on the Western Highway and monitors and reviews visitor numbers annually.

[recommended]

Option 2

Council does not deliver a visitor information service in Stawell at the Pleasant Creek Historic Precinct on the Western Highway. **[not recommended]**

Implications

Any identified sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/gender equality, privacy, risk management, budgetary and asset management implications have been addressed in this report.

Procurement

Nil

Community Engagement

Council called for expressions of interest (EOI) for volunteer Stawell Visitor Ambassadors in early June 2022. The purpose of the EOI was to understand the number of potential volunteers and their availability. Council received a total of 34 responses.

Council Officers met with the Stawell Historical Society (located in the Pleasant Creek Historic Precinct) during the EOI period to understand the society's views.

Innovation and Continuous Improvement

The updated option to the *Visitor Servicing and Halls Gap HUB Management Review* (28 June 2021) presents an opportunity to increase community involvement in the provision of visitor information services in Stawell. The service will be subject to ongoing monitoring of visitor numbers and engagement to ensure Council continues to improve post-arrival visitor information and to ensure we reach the greatest number of visitors to our municipality as possible.

Collaboration

A review of relevant state government and regional tourism board documents and policy helped inform the options presented, along with the result of the EOI process.

Officer's Declaration of Interest

Justine Kingan, Manager Economic and Community Futures

In providing this advice as the author, I have no disclosable interests in this report.

Attachments

Nil

9.2.2. Stawell Tourism Strategy and Action Plan 2022-32

Author/Position: Tina Baker, Community Development Officer

Purpose

To request that Council endorse the Stawell Tourism Strategy and Action Plan 2022-32.

Summary

The Stawell Tourism Strategy and Action Plan 2022-32 has identified the vision and aspirations for growing tourism in Stawell and surrounds over the next 10 years. Implementation of this strategy and action plan will contribute to building a strong and competitive visitor offering in Stawell.

The plan details the context, approach and specific actions needed to grow the tourism capacity and profile of Stawell. These actions focus on tourism strategy, storytelling and place brand, community buy-in, amenities and services, compelling experiences, capable tourism operators, visitor servicing and events.

Recommendation

That Council endorses the Stawell Tourism Strategy and Action Plan 2022-32.

RESOLUTION

That Council endorses the Stawell Tourism Strategy and Action Plan 2022-32.

Moved: Cr Lauren Dempsey

Seconded: Cr Murray Emerson

Carried

Background/Rationale

The Stawell Structure Plan sets out a long-term vision for the township and provides a roadmap to guide the future planning of the area over the next 20 to 30 years. The plan establishes a framework and outlines key directions and opportunities for change to foster the future growth and development of the township.

The Structure Plan identified that Stawell has significant tourism strengths. It notes that the expansion of visitor services, accommodation, cultural events, and things that celebrate the many unique qualities of Stawell and its local produce will be a priority for harnessing the opportunities presented by Stawell's tourism advantages.

The Stawell Western Highway Urban Design Framework outlines five key directions which include:

1. Upgrade the intersection at Seaby Street and the highway, the major road link into the town centre, to improve safety of all transit modes and encourage visitors to turn off the highway.
2. Establish a series of visual and wayfinding gateways along the extent of the Highway to improve the legibility and identity of the township.
3. Improve visitor destinations and services in strategic locations that cater to travellers' varying needs and complements the town centre.
4. Define the preferred location of industry and business with clear design guidance for the presentation of new development from the highway frontage.
5. Establish an attractive, unified rural landscape character and high quality township avenue planting along the length of the highway.

The Economic Development Strategy and Action Plan 2021-31 identified that with a well-planned local tourism strategy, a high quality visitor experience can significantly benefit the local economy.

The Council Plan 2021-25 action to Deliver a Stawell Tourism Strategy and Action Plan is a comprehensive piece of work that has considered the objectives of the plans and has outlined specific actions to enable tourism to grow in Stawell.

The objectives of the Plan are:

- To diversify Northern Grampians visitor offering
- To establish a shared vision of Stawell and surrounds visitor economy and enable the coordinated delivery of key actions
- To increase the competitiveness of Stawell as a visitor destination and enable strong promotion by leveraging off existing opportunities
- To grow jobs and visitor spend in Northern Grampians
- To unlock and facilitate opportunities for private sector investment in the tourism offering

The Stawell Tourism Strategy and Action Plan (2022-32) is designed to guide the community and NGSC in the process of growing the visitor economy and achieving the vision for tourism in Stawell over a 10-year period.

Stakeholder engagement and background work revealed four priority themes. Themes will be used to build the 'story' of Stawell and future marketing material.

The Strategy identifies the following themes:

- Experience agritourism
- Embrace nature
- Celebrate heritage
- Gold history and future

The Strategy sets out a number of strategic directions that cover key components to drive growth in Stawell's tourism economy. The action plan shows what is required across each focus area.

Legislation, Council Plan, Strategy and Policy Implications

Council Plan 2021-25

Economic Development Strategy and Action Plan 2021-31

Stawell Structure Plan - adopted April 2019

Stawell Western Highway Urban Design Framework - adopted April 2019

Option 1

That Council endorses the Stawell Tourism Strategy and Action Plan 2022-32. **[recommended]**

Option 2

That Council endorses the Stawell Tourism Strategy and Action Plan 2022-32. **[not recommended]**

Implications

The subject matter has not raised any sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/gender equality, privacy, risk management, budgetary and asset management implications.

Procurement

No procurement requirements apply to this report.

Community Engagement

The community was engaged through interviews, site visits, surveys, pop-ups and a stakeholder workshop. Several key stakeholders such as hoteliers and hospitality business owners, had one on one engagement with the tourism consultant, DTM.

Engagement included:

- One community workshop (30 people attended)
- 14 stakeholder Interviews
- Two DTM tourism site visits to Stawell tourism attractions
- One Stawell Show Market (30 people engaged)
- Two Shop 108 Pop Ups (35 people engaged)
- One Woolworths Pop Up (10 people engaged)
- 50 Main Street Traders visited
- Two community surveys (126 responses)

In total around 300 people were engaged through the two rounds of engagement.

Innovation and Continuous Improvement

The new strategy and action plan reflects Council's commitment to continuous improvement.

Collaboration

Grampians Tourism collaborated on the strategy and action plan.

Officer's Declaration of Interest

All officers providing advice to Council must disclose any interests, including the type of interest.

Tina Baker, Community Development Officer

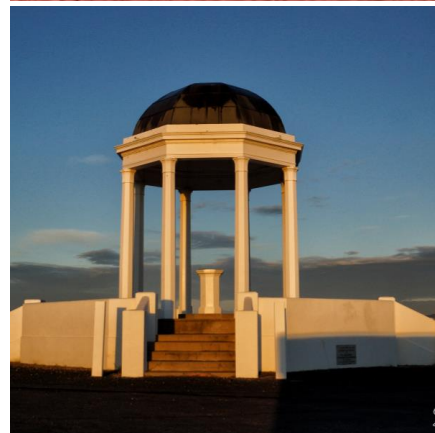
In providing this advice as the author, I have no disclosable interests in this report.

Attachments

1. Stawell Tourism Strategy and Action Plan 2022-32 **[9.2.2.1 - 58 pages]**

STAWELL TOURISM STRATEGY AND ACTION PLAN 2022-32

July 2022



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Report prepared by DTM Tourism, reviewed by Northern Grampians Shire Council and adopted following public exhibition, comment and subsequent review.

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The information contained in this Tourism Action Plan is provided for general guidance and assistance only and is not intended as advice. You should make your own inquiries as to the appropriateness and suitability of the information provided. While every effort has been made to ensure the currency, accuracy or completeness of the content, we endeavor to keep the content relevant and up to date and reserve the right to make changes as required. The Northern Grampians Shire Council, authors and presenters do not accept any liability to any person for the information (or the use of the information) which is provided or referred to in the Stawell Tourism Strategy and Action Plan.

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ACKNOWLEDGEMENT



ACKNOWLEDGEMENT

Northern Grampians Shire Council acknowledges the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia, Jupagulk Nations, the Traditional Owners of the lands we discuss in this report. We pay our respects to their Elders, past and present, and extend that respect to Aboriginal elders of other communities.

SPECIAL THANKS

We would like to thank and acknowledge the following organisations, volunteers and participants who contributed their time and valued opinions to forming this Tourism Strategy and Action Plan for the community of STAWELL.

Stawell Historical Society
Grampians Tourism
Stawell Gift Hall of Fame
Grampians Model Railway
Stawell Tourism Operators
Stawell Retail Merchants
Survey respondents and Community Workshop Participants
Northern Grampians Shire Council Staff

Images provided by Northern Grampians Shire Council

INTRODUCTION



ABOUT THE PROJECT

STAWELL is a township of approximately 6,500 people, located in Victoria's Wimmera – Southern Mallee region and administered by the Northern Grampians Shire Council (NGSC). Originally settled in the mid 1850's during Victoria's Goldrush, the town has a deep connection with heritage and is one of the few towns with an active and prosperous gold mine. STAWELL is famed for the Stawell Gift a professional running race founded in 1857. Together with being surrounded by fertile farming land the town has a strong economic foundation.

In the past five years, the Wimmera region has attracted a new visitor segment as a result of the Silo Art Trail. Likewise, the Grampians Ranges have gained traction in the marketplace and the opportunity now exists for STAWELL to reimagine its destination positioning to consolidate current experiences and identify new opportunities for development, guiding sustainability into the future. The profile of visitors motivated to come to the region for soft-adventure, nature-based experiences, events, heritage and wine tourism all provide opportunities to develop and grow the tourism economy and community.

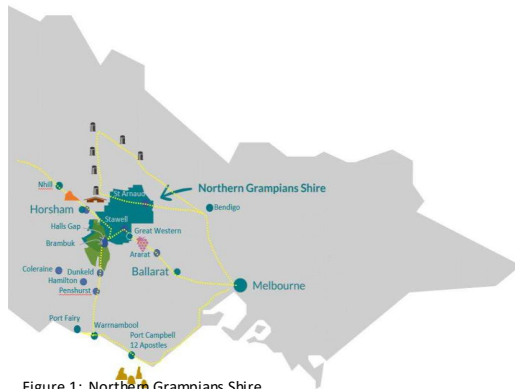


Figure 1: Northern Grampians Shire

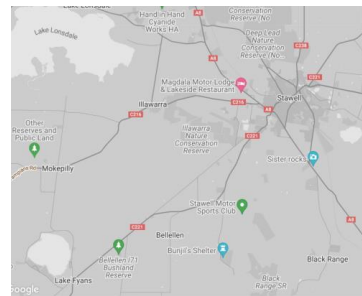


Figure 2: STAWELL Assessment Area

PURPOSE OF THIS REPORT

The STAWELL Tourism Strategy and Action Plan (STAP) is required to set out the vision and aspirations for the visitor economy of STAWELL and surrounds over the next ten years. Through our involvement with Grampians Tourism, we have a very clear sense of the opportunity for STAWELL to position itself as a gateway to the Grampians National Park as a result of the duplication upgrades to the Western Highway and the natural break in journey that will occur for visitors originating in Melbourne. However, equally, we understand that for visitors to consider turning off the highway to visit STAWELL, a clear point of difference in visitor experience needs to be established which establishes a competitive advantage in the region.

The NGSC objectives for this project are:

- To diversify Northern Grampians visitor offering to reduce impact of National Park closures following fire events
- To establish a shared vision of STAWELL and surrounds visitor economy and enable the coordinated delivery of key actions
- To increase the competitiveness of STAWELL as a visitor destination and enable strong promotion by leveraging off existing opportunities
- To grow jobs and visitor spend in Northern Grampians
- To unlock and facilitate opportunities for private sector investment in the tourism offering

THE PROCESS



STRATEGIC CONTEXT

The development of a ten-year Tourism Strategy and Action Plan will provide a road map to guide NGSC and the STAWELL community in valuing its visitor economy as the community transitions to consider tourism as an economic driver. The plan is underpinned by a reimagined approach to enabling engagement with STAWELL's heritage, whilst establishing foundations for the emergence of creative enterprises.

Throughout the process of assessing the tourism opportunity for STAWELL and surrounding communities, project consultants DTM Tourism, have maintained a clear focus to identifying projects which will be ACHIEVABLE and AFFORDABLE tourism priorities over the next 10 years.

In this context, it has been determined that establishing a clearly defined visitor-focused plan for STAWELL will provide the best opportunity for flow-on visitor dispersal in surrounding communities. Recommendations made in this STAP strategically align to three **priority focus areas identified in the STAWELL Structure Plan 2021** being:



PLACE

- Preservation of key characteristics and features that should be preserved
- Continued growth in the pride that the town projects
- Fostering opportunities for the creative community



ECONOMY

- Broadening the economic base and variety of industry by the development of the gateway to the Grampians and an investment in tourism assets



ENVIRONMENT

- A network of parks and lakes that benefit the local population and are a drawcard to visitors

'Stawell benefits from key regional tourism strengths forming part of the gateway to the Grampians and the well-renowned yearly Stawell Gift. It also attracts significant visitor numbers from passing traffic on route between Melbourne and Adelaide.' (Hansen Partnership, Stawell Structure Plan, 2021)

Specifically, the recommendations of the STAP, align to the direction identified in the **Northern Grampians Economic Development Strategy objectives**.

2. SUSTAINED ECONOMIC GROWTH

- a. Iconic Destinations
 - i. Ensure our visitor economy offers diverse, unique, high quality and enriching experiences and dispersal across the Northern Grampians
 - ii. Protect, enhance and celebrate our natural and heritage assets

In addition, the development of visitor experiences have been considered to meet the demands of visitors to the wider Grampians region. **'Lifestyle Leaders' are the priority visitor segment for Grampians Tourism**, accounting for 29% of Australia's population. Importantly, this group buy into regional short breaks, with a focus on nature, food and wine, providing an opportunity to:

- ✓ Position STAWELL within the consideration set of this priority audience segment
- ✓ Build a sense of intrigue around STAWELL's authentic visitor experience and capitalise on STAWELL's competitive advantage
- ✓ Leverage region-wide strategic focus, including Grampians Cycle Tourism, Wine and Culinary tourism in the Grampians, Arts and Events
- ✓ Positively influence current perceptions of the visitor experience in STAWELL
- ✓ Build awareness of STAWELL through quality communication and the development of a unique tourism brand

It is recommended that outcomes of the STAP be captured through the measurement of key performance indicators and reported to Council and community in annual reports. An annual review will ensure the STAP is up-to-date and relevant with the changing environment in the shire, broader region and the tourism industry.

A FUTURE-FOCUSED TOURISM VISION



By 2032, STAWELL's natural and built history will provide a base to capture the imagination of visitors and the local population. STAWELL's community of proud residents and businesses showcase the assets of the town.

It will draw a new visitor base by showcasing the history, nature-based opportunities and events that capture the imagination.

In addition, STAWELL's visitor economy will capitalise on its unique position as a tourism hub, acting as a strategic point of access to surrounding attractions.

Visitors will be attracted to STAWELL through inspiring imagery, intriguing stories and new visitor experiences.

Stawell Tourism Strategy and Action Plan on a page



TOURISM SNAPSHOT



VISITOR SUMMARY

VISITOR NUMBERS

Tourism Research Australia (TRA) is the federal government authority which collates tourism statistics as a division of Austrade. The last LGA profile report for the Northern Grampians was produced in 2019 and is an unreliable indicator of visitor numbers for STAWELL specifically. Most accommodation operators in STAWELL are not sizeable enough for room nights to be captured under Australian Bureau of Statistics (ABS) reporting. However, a product audit of STAWELL's accommodation operators around 23 establishments indicates capacity for approx. 600 visitors per night – 219,000 overnight visitors per year. Anecdotally, the motel and caravan park owners indicate a high level of business traffic during the week. The gap is at the weekend other than during event times.

STAWELL VISITOR CENTRE

The STAWELL Visitor Centre is currently only open two days a week on Thursdays and Fridays and whilst it is currently managed by Grampians Tourism (GT) under contract to the NGSC, the council will take back visitor servicing in August 2022.

From August, NGSC will co-locate visitor information within the council library service which is staffed six days a week. At the time of writing Council is exploring the viability of retaining the Visitor Centre on the Western Highway through volunteers and a nominated trial period.

The most successful visitor centres exist where they are co-located with a major attraction and are intrinsically connected to their LGA or RTB to support destination marketing.

Best practice guidance supports the optimal location of the Visitor Centre is a location of higher profile that draws visitors off the highway and into the town. This location then assists in capturing the economic flow on benefits of visitation.

As the STAWELL tourism offering matures and grows its visitor experience along with visitor numbers, Council should continue to monitor and review how, where and through what means visitor information is provided.

GRAMPIANS VISITOR STATISTICS

TRA statistics for the wider Grampians region indicates that although day trip and overnight visitors are down approximately 35% compared to pre Covid-19 arrivals in September 2019, the average length of stay has grown and domestic overnight spend is up by 16%, indicating that a new customer is finding the Grampians for a short break. This is an important consideration for the STAP as it demonstrates the opportunity to grow the value of tourism when visitors understand the destination, which encourages them to plan to stay overnight. Knowledge of STAWELL as a service and amenity hub to facilitate visitation to the greater region will stimulate growth and build on the improving destination footprint.

LOCAL GOVERNMENT AREA PROFILES, 2019 NORTHERN GRAMPIANS (S), VIC

AREA POPULATION: 11,402



	TOTAL	DOMESTIC OVERNIGHT	
		VISITORS	NIGHTS
Non-employed	59	Interstate	62K
1-4	65	Intrastate	236K
5-19	33		530K
20+	5		
Total	167		

TOP INTERNATIONAL MARKETS		
COUNTRY OF RESIDENCE	VISITORS	NIGHTS
United Kingdom	7K	18K
Germany	6K	14K
Netherlands	3K	6K

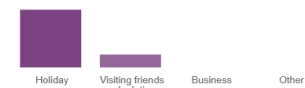
KEY TOURISM STATISTICS FOR NORTHERN GRAMPIANS (S)

	INTERNATIONAL	DOMESTIC OVERNIGHT	DOMESTIC DAY	TOTAL
Visitors ('000)	40	298	252	591
Nights ('000)	118	718		836
Average nights	3	2		2
Expenditure (M)	\$9	\$98	\$21	\$128
Spend per trip	\$212	\$329	\$85	\$217
Spend per night	\$73	\$137		\$128
Spend per night comm accom	\$86	\$175		\$160

TOURISM STATISTICS INSIGHTS

Click themes to display data

	Reason	Travel party	Age group	Accommodation
Visitors	INTERNATIONAL	DOMESTIC OVERNIGHT	DOMESTIC DAY	TOTAL
Holiday	39K	211K	167K	416K
Visiting friends and relatives	np	55K	np	93K
Business	np	np	np	np
Other	np	np	np	np



Data based on a four year average from 2016 to 2019.
np = Data is not publishable as the survey error is too high for most practical purposes.

Figure 3: NVS LGA Profile Northern Grampians

Source = <https://www.tra.gov.au/Regional/local-government-area-profiles>

VISITOR ECONOMY PROFILE

Growth in tourism has a significantly positive economic and social effect across a region like the Northern Grampians. Tourism supports industry and employment across a number of sectors from agriculture and manufacturing through to healthcare, retail, and education. Businesses gain from tourism spend, ultimately increasing economic returns, and subsequently resourcing community infrastructure and enterprises.

In the short term, the supply of tourism accommodation is sufficient to meet visitor demand. This is true by bed nights but the quality of the accommodation and the location along the Western Highway other than town centre detracts from the Tourism Experience in STAWELL. The intent of the STAWELL Structure Plan 2021 is to grow STAWELL as a regional hub and the main regional and economic service centre in the NGSC. Accordingly, tourism services will need to be improved to meet growth aspirations. Currently, tourism businesses in STAWELL show:



8 Motels



3 Caravan Parks



15+ AirBnB's



5 Pubs



20 Cafe/Dining

The main current gap in the tourism economy is the provision of food and beverage, this has been reported by all stakeholders as the most critical element missing from the tourism experience. Without an improvement of both quality and availability of F&B this will hold back the potential of tourism growth and the development of the night-time economy in STAWELL.



MAJOR STRENGTHS

ACCESS

STAWELL is positioned on the Western Highway and the duplication of the highway will position STAWELL as the first stop from Melbourne and the last stop before Adelaide. It is also located in the middle of the Grampians wine district and is surrounded by nature-based tourism attractions. It is the perfect place to access a multitude of tourism assets and position itself as a regional hub for both tourism and commerce being the closest commercial centre to the Grampians.

TOWN CENTRE ATTRACTIONS

The majority of the attractions in the town centre are related to the Gold Mining Era and the development of the town from the initial settlement of Pleasant Creek. They provide a backdrop of parks, gardens and heritage architecture that create a town centre of some significance and attraction.

- Central Park is historically and architecturally significant to the State of Victoria.
- Cato Park has something for everyone set in a beautiful recreation area.
- Big Hill Lookout for some of the best views of both the town and the Grampians Ranges.
- Stawell Courthouse is of architectural and historical significance to the State of Victoria.

COMPETITIVE ADVANTAGES – ‘Only in STAWELL’ attractions can be drivers of visitation

- Stawell Gift Hall of Fame
- Amalgamated Miners Association Banner
- A working gold mine that is visible to the public
- Historic architecture with an animated clock depicting miners that appears on the hour
- Bunjil's Shelter, one of the most significant Aboriginal Cultural sites in South-East Australia
- Big Hill Lookout
- Stawell Underground Physics Laboratory



CHALLENGES TO ADDRESS

There is significant tourism value in STAWELL that, when harnessed effectively, will have a positive impact for livability in the community and the visitor economy. To achieve tourism growth, priority attention is needed in four focus areas.



STAWELL TOURISM STRATEGY AND ACTION PLAN 2022-32

LEADERSHIP

- NGSC could encourage the development of leadership in the community across both commerce and tourism.
- The tourism community in STAWELL needs an endorsed tourism leadership role that does not exist now.
- A STAWELL-focused council-led development group to bring the town to life is needed. There is no truly active group in Stawell so this would need to be driven by NGSC.

DESTINATION AWARENESS

- Quality online content is difficult to find, leading to an undervaluing of the tourism experience in STAWELL and community group websites are not optimised for search.
- There is a need to tell STAWELL's stories more effectively online.
- Little information in any of the visitor touch points around the town.
- Establishing a Visit Stawell Website together with one for St Arnaud will be a gamechanger in information distribution.

ACCOMMODATION

- Accommodation is skewed towards one-night stays and is geared around commercial clients rather than leisure. This is reflected by both standard and style.
- The location of the accommodation away from the town centre is detrimental to growth opportunities.
- The food and beverage offering at the accommodation establishments is limited and does not contribute to the amenity.

AMENITIES and SERVICES

- Town Centre directions and signage both to and within the centre needs a complete revamp.
- Food and beverage at all times of the day is limited in availability and standard, this is a major hindrance in visitor attraction and limits the night-time economy.
- Town Centre activation with interpretive signage, marked walk trails and events such as markets are needed to breathe life into the town centre.

TOURISM MARKETING



MARKETING CONTEXT

DOMESTIC OUTLOOK

In 2020, domestic tourism in Australia was impacted by a seismic shift in demand as a result of a 'once in a 100 year' bushfire season and the Covid-19 global pandemic. Over \$10 Billion of travel spend was cancelled as borders closed to international travel and across domestic boundaries.

HOW COVID HAS RE-SHAPED THE DOMESTIC MARKET

Like most small regional towns around Australia, STAWELL is reliant on domestic visitors, mostly Visiting Friends and Relatives (VFR) holiday makers and regional travellers from within a relatively short proximity. Border restrictions and rising Covid-19 cases in all states of Australia has resulted in Melbourne consumers taking to short road trips and exploring regional areas that have not traditionally been in their consideration set. The caravan and camping market has seen significant growth in the last two years, particularly for active families. 'Lifestyle Leaders' who would have traditionally travelled overseas are now seeking equivalent quality experiences domestically.




WHAT DOES THIS MEAN FOR STAWELL?

As 'Lifestyle Leaders' are seeking new experiences closer to home, the opportunity for STAWELL is to take immediate action to create awareness for existing, quality experiences and rich storytelling. In a recent report released by Urban List, the challenge for domestic destinations like STAWELL, has been identified as being one of perception:

"We have a job to do to overcome our decades-old cultural cringe, to unpack a pretty deeply entrenched second-best psyche, and undo this preconceived notion that what's going on "over there" (ie. Internationally) is more culturally enriching and worthy of our most precious resources: money and time. We need to convince Australians that our destinations aren't just places — they are cultural experiences every bit as worthy of their investment; experiences that are at their very best in this moment — uncrowded, safe, restorative."

Urban Insights: Wanderlust or Wanderbust; Travel Marketing In Australia 2021

consumers, measuring confidence, attitudes to travel and booking intent. As at 25 January 2022, the outlook for Australians to travel domestically indicates:

- The Omicron variant has had a significant impact on consumer confidence
 - Fear of contracting COVID is now the biggest barrier to domestic travel and at a higher level than anytime since this sentiment tracking series commenced, however
 - 53% of travel intenders cite the need for a holiday is the biggest driver to take a holiday. VFR remains the 2nd biggest driver of intent
- 
- 
- 34% of consumers are thinking about their next holiday
 - 33% are cautious about travelling within Australia for a while
 - 46% have an intention to travel domestically in the next two years
 - 67% are considering to travel domestically in the next four years
- 

Overall confidence in flying domestically has declined as a result of the Omicron variant. International travel intent within the next 1-2 years has trended down, with 31% of consumers now not sure/will not travel internationally.

In 2019 77% of the visitor spend in Australia was from the domestic market. This is unlikely to change soon. As a drive destination, **STAWELL has a primary opportunity to attract domestic travellers who are curious** to seek new destinations within the duration of this plan.

<https://www.tourism.australia.com/content/dam/digital/corporate/documents/tourism-australia-travel-sentiment-tracker-16-22-march-2022-domestic-31032022-v1.pdf>

THE CUSTOMERS WE WANT



OUR TARGET AUDIENCES; ARE ADVENTURERS @ HEART!

A renewed tourism direction for STAWELL will seek to make connections with target audiences across multiple demographics. They will have an appreciation of nature and wellness in the outdoors; a desire to seek out good food, heritage and artisan experiences. Within the 'Lifestyle Leaders' psychographic segment, STAWELL's primary demographic audiences are:

- Active Couples
- Active Families

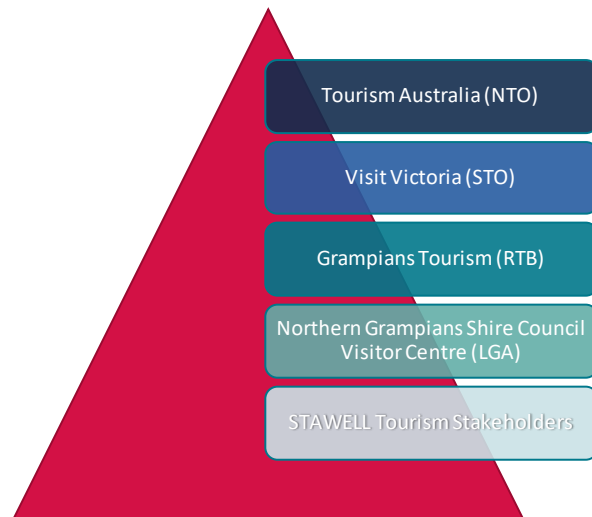
Aligned to visitor source markets for the wider Grampians region, visitors will primarily be regional from within a 2-3 hour drive. The target source market for STAWELL is Melbourne.

Grampians Tourism describe the mindset of 'Lifestyle Leaders' as:

"Lifestyle Leaders come in all shapes and sizes, across varying socio-economic groups and market segments. They have the means and propensity to travel and purchase at local businesses. They are progressive, curious, socially and technologically active, adhere to and seek status, follow trends and love to advocate. They are socially active with friends and family and are always looking for something better. They view experiences as life-enriching and value the great outdoors, adventure and feeling free."

MARKETING ALIGNMENT

Whilst Covid-19 is impacting tourism beyond any destination's control, the reality is that markets will rebound. Australia will be viewed as a 'safe' destination; a country of amazing natural wonders and unique attractions. Attracting sustainable visitor growth means that new markets will need to be explored. Accordingly, the STAP needs to consider how it aligns to the tourism messages that Destination Marketing Organisations (DMO's) take to market.



TOURISM AUSTRALIA is the National Tourism Organisation (NTO) and a division of Austrade in the Australian Government. Their role is to influence travel to and within Australia through marketing inspiring content, targeted to High Value Travellers.

VISIT VICTORIA is the State Tourism Organisation (STO). When Australia is in a consideration set for international consumers, V V's role is to position Victoria as an exciting destination with plenty to do. They partner in market with travel agents to enable bookings.

GRAMPIANS TOURISM is the Regional Tourism Board (RTB) in which STAWELL resides. Primarily, GT's role is to partner with tourism operators and stakeholders to promote inspiring, region-wide itineraries; mostly for a domestic market. Their campaigns channel bookings directly to their members and they provide rich content to support V V's in-market promotions.

NGSC is the Local Government Authority (LGA) responsible for promoting tourism to STAWELL and six other LGA's.

Their role is to promote very localised experiences and demonstrate how a visitor can move through the region, aiming to increase length of stay. Their primary market is Melbourne and regional Victoria.

STAWELL's destination marketing role aims to share authentic storytelling and local knowledge with all DMO partners to raise awareness for STAWELL and to leverage their significant social audiences.

Quality destination marketing is the responsibility of every service business in STAWELL which can have a positive impact on visitors. The aim is to reach, inspire and assist visitors early in their planning, making it a seamless experience to choose to visit STAWELL.

EXPERIENCE THEMES



EXPERIENCE AGRITOURISM

We have abundant produce, wineries and farm-based enterprises that are wanting to shine.

EMBRACE NATURE

National Parks and lakes on our doorstep. We are a community that understands our nature-based assets.

CELEBRATE HERITAGE

We value our heritage and culture and are committed to preserving our built environment and our shared origins both Aboriginal and a multitude of nations from afar.

GOLD HISTORY and FUTURE

Our story is Golden. Our town thrives on gold and with our dark matter lab we will see well into the future.

Stakeholder engagement and background work revealed four priority themes. The final themes will be used to guide tourism development and marketing for STAWELL over the life of this strategy.

Building STAWELL's story (brand) will involve further development of the priority themes.

The engagement section of the plan provides an overview of key engagement findings used to formulate the themes.

STAKEHOLDER ENGAGEMENT

OVERVIEW

The NGSC appointed external consultants DTM Tourism to work collaboratively with key stakeholders, including the community to lay the foundation for to grow STAWELL's tourism economy.

The purpose of phase one of the engagement process was to gain insights on challenges, opportunities, priority needs, a vision for the future and key themes to guide the development of STAWELL's unique story (brand).

Phase one engagement activities included:

- 1 x STAWELL community workshop (30 people attended)
- 1 x Online community survey (53 responses)
- 14 x Stakeholder Interviews
- 2 x DTM Tourism Site visits to STAWELL tourism attractions
- 5 x Project Control Group (PCG) meetings

Appendix 1: What we heard, details the results of key engagement activities.



STRATEGIC DIRECTIONS



STRATEGIC DIRECTIONS

The STAWELL Tourism Action Plan (STAP) is designed to guide NGSC in the process of growing the visitor economy and achieving the vision for tourism in STAWELL over a 10-year period.

TOURISM ASSESSMENT MODEL

DTM has developed a model which recognises nine key components to drive growth in a tourism destination.

Ultimately, activity in each of the focus areas will provide the destination with the best opportunity to implement successful marketing campaigns, which are targeted, visitor centric and can be measured.

Inattention across a range of areas will have a direct impact on the growth of tourism in STAWELL i.e. without Compelling Experience enacted through a focus on Product Development, Destination Marketing is diluted through lack of destination appeal.

This model has been used to reconcile the data and community insights in the form of key strategic direction. This strategy has combined element two and nine into one strategic direction.

The following section outlines the eight strategic directions and provide the rationale for action, with the intent that over subsequent years, action plans will be reviewed, analysed and updated budgets applied.



1. FACILITATE STRONG LEADERSHIP

The inaugural STAP for 2022-32 is intended to guide destination development considerations for the NGSC. It is intended that this will be a living document where budgets, responsibilities and delivery are considered nimble, to respond to market changes. The actions in this stage are designed to establish a strategic overview for all further actionable tasks.

Implementing the NGSC's tourism strategic direction requires the establishment of **Local Leaders**, which is equally about resourcing clearly defined tourism roles within the NGSC as it is about identifying community leadership.

The most effective tourism outcomes in local government are achieved where council staff responsible for tourism are included in decision making across the LGA, to assess impact of council decisions on the visitor economy.

Facilitating economic development and tourism:

- Identifying capability gaps in community leadership to provide operational support
- Working with stakeholders to increase local employment, and support small business development, startups and innovation
- Supporting the development of tourism hubs

2. BUILD A COMPELLING STORY AND PLACE BRAND

WHY IS IT IMPORTANT TO DEFINE OUR STORY?

Storytelling is the compelling experience that stays with visitors long after they have left a destination. It's also a driver of curiosity which encourages visitors to seek out a destination in the 'dreaming' and 'planning' phase of the purchase cycle. STAWELL has a rich story to tell, however, currently it's difficult for consumers to engage with online and not adequately told when a visitor finds themselves in town.

Storytelling is owned by the community at a granular level, where authentic content needs to be developed. Currently, the quality of content is a major gap for STAWELL's community and inadequate to share with DMOs. Establishing a program of support for STAWELL's tourism stakeholders and community groups to understand STAWELL's Destination Story, whilst providing guidance on how to engage with the narrative in their own communications, will create a critical mass of awareness for STAWELL's visitor experience promise.

HOW IS OUR STORY TOLD?

A brand is the collection of associations that people have about a product, business or place. Assumptions are made about people by the way they dress, the behavior they exhibit and their personalities. It is the same process which helps consumers to associate with place brands. A place brand helps determine how visitors feel about a destination, and how they would describe it to others. A brand is more than just a logo.

Your brand is uniquely yours and tells your story. It defines your competitive advantage and speaks your truth. Your brand should be consistent wherever customers interact with your destination. This includes its physical location and its online presence, including your website, social channels, signage and all printed marketing materials. Each point at which the customer engages with the brand is a 'touchpoint' where the brand and its promise are reinforced, and the visitor experience and value perception start to be built.

A consistent brand will help visitors recognise STAWELL and its visitor experience promise, no matter where they interact or connect with it.

WHAT DOES THIS MEAN FOR STAWELL?

With the transitionary approach to economic diversification being a priority for STAWELL, tourism is now coming into sharp focus. Investment in tourism infrastructure and experience development is needed and the expectation of tourism outcomes will be high. However, simply building the infrastructure will not ensure visitors will engage with it. To position itself as a destination of choice, STAWELL now requires a clear and succinct place brand which it can uniquely own. A place brand for STAWELL is about the experience promise that STAWELL can take to market, which defines its competitive advantage.

The development of a place brand for STAWELL will include:

- A memorable tagline
- An inspiring positioning statement
- A compelling story

Stylistically, a place brand for STAWELL should be complimentary to the visitor experience but designed to appeal to the target audiences of the region developed through a robust process.

2. BUILD A COMPELLING STORY AND PLACE BRAND (Continued)

BUILD A COMPELLING STORY AND PLACE BRAND

SOCIAL MEDIA APPROACH

Social media channels are now a major part of the entire customer journey, delivering content at all stages from Dreaming through to Sharing. As the NGSC plans to take back Visitor Centre operations across the shire in 2022, inspired social media management is a core capability to effective visitor servicing operations and requires dedicated resources, coordination and a content plan.

To establish a tourism voice online for STAWELL, it is essential that the NGSC increases both the frequency (volume) and relevance (inspiration) of tourism-related social media content, moving to a coordinated and unified approach. Visual assets are needed as a priority, depicting target audiences engaging with STAWELL's tourism experience.

Establishing memorable #hashtags and @handles for use by all tourism associations and operators in STAWELL, will build the point of difference that STAWELL needs as a unique destination with the known Grampians region. Once established, this can be amplified through planning and leveraging digital marketing budgets.

IMPROVE WEBSITE AND BOOKING CAPABILITY

STAWELL like St Arnaud does not have a digital presence that has the ability to drive tourism. Online bookings at accommodation properties are in place, but the quality of information loaded into portals is relatively limited. Most are not adequately connected with major distribution partners. The information on the Destination Marketing body websites such as Visit Victoria and Grampians Tourism is minimal and not inspiring.

When searching STAWELL online no accommodation properties generate a first page search return on Google. The first attractions that appear are the Stawell Gift and the Historical Society. A look at attractions in TripAdvisor shows little engagement with the town.

At a minimum, tourism information is needed on the NGSC site. Quality information and storytelling will achieve positive impact in attracting residents and investment. It is not sufficient to include a link to Grampians Tourism as a sole source of information. Linking to GT should be a component of a link strategy that adds value to a visitor experience online.

The shire of Murray in Western Australia is an example that has two towns in the shire that has developed a clear digital presence to reflect the tourism assets and to drive visitation.

[Visit Dwellingup - Where Trails Meet - Dwellingup - Destination Murray](#)
[Pinjarra - Accommodation and Things To Do - Destination Murray](#)

The two sites are managed by the council but are tourism focused. Last year Dwellingup won the "Top Small Tourism Town" in Western Australia.

MOBILE FRIENDLY

Over 70% of travellers have done travel research on their mobile. It is essential that all visitor servicing touch points and information are mobile friendly and functionable. Creating visitor servicing content that includes itineraries, trip planners, booking functionality and location activated prompts ensures a seamless experience for a visitor. Mobile devices also hold a range of intelligence that will enable a deeper understanding of customer flow and their customer profile and track engagement and spend. Accessing this data can provide the quantified information that the NGSC requires for planning.

MANAGING CUSTOMER DATA

Customer data is a key region asset, which needs investment across the NGSC. Being able to continue conversations and build relationships with customers, beyond a single 'transaction', is the key to success. By capturing customer data and insights, then sharing these back with industry bodies and operators to use, new opportunities can be revealed and leveraged to increase repeat visitation, drive experience development and become more efficient in region marketing.

3. DEVELOP COMMUNITY BUY-IN

The success of the STAP relies on the local tourism community and residents alike to understand that tourism is an economic driver that will either directly or indirectly affect their prosperity. The message needs to be relatable for residents. Ultimately, visitors want to experience a destination 'like a local'. We want all STAWELL residents to value their town and welcome visitors with open arms.

The STAP should therefore align with the NGSC's Tourism Marketing and Communications Plan which promotes local advocacy. This is the opportunity for NGSC to work closely with local leaders, the Stawell Historical Society and the Stawell Visitor Centre to drive the value of tourism through the community.

Advocacy needs to be co-ordinated through the Tourism Officer role at NGSC and communicated through all channels including:

- NGSC website
- Local Group Social Media Pages
- E-newsletters
- Dedicated tourism websites

AMBASSADORS and VOLUNTEERS

Reliance on volunteers in STAWELL is challenging due to the availability of time for volunteers still in the workforce and the ageing population of STAWELL. However, visitors rate the social engagement with roving ambassadors and volunteers as making a valuable contribution to their enjoyment of a destination.

Though STAWELL may be a community that is proud of its history and achievements, this is not reflected throughout the community. There seems to be more division than collaboration. The role of the STAP is to harness the knowledge of the community, enable positive ways for the community to share their stories and establish a process of recognition for the vital role that ambassadors and volunteers contribute to a vibrant community.

The first step in building strong advocates for STAWELL is to establish a network of ambassadors, who positively share STAWELL's tourism value. Their involvement in engaging with visitors may be ad hoc, but they are recognised for their influence in growing STAWELL's visitor experience. Valuing ambassadors leads to volunteering and commitment of time, which contributes to community wellbeing and positive visitor engagement.

4. PROVIDE QUALITY AMENITIES and SERVICES

The tourism supply eco-system for STAWELL is aged and in need of revitalisation to meet the needs of visitors travelling through the region currently and to pre-empt the needs of an emerging visitor, motivated by the Silo Art Trail and the Pyrenees Wine Region. The priority in the first year, is to attend to WAYFINDING and interpretive signage. This is the low-hanging fruit opportunity to improve the visitor experience in the short term.

5. DEVELOP COMPELLING EXPERIENCES

The community feedback has highlighted the lack of attractions in STAWELL to hold the attention of the visitor. It has been identified that the provision of attractions would add to both the liveability of the town as well as stimulating the growth of visitor numbers.

Whilst most of the focus is around the town centre there is also an opportunity to connect STAWELL to Pomonal through Bunjil's Shelter which also highlights the Aboriginal history of STAWELL and surrounds.

Big Hill was the most mentioned asset in the community survey, and it is reported by Grampians Tourism that the experience is the highlight of a trip to STAWELL. A number of the community members have called for a Gold Interpretive Centre/Museum to be built at Big Hill but we don't feel this to be the most practical suggestion from a visitor perspective there is for the opportunity to enhance the current offering.

The opportunity also exists through the delivery of a farmers' market to breathe life into the town centre on the weekends.

A farmers' market would highlight the produce of the region and showcase the town centre of STAWELL. The opportunity lies to do this in main street on a regular Sunday.

The provision of the market would draw in regional visitors and has the potential to drive visitation from those returning to Melbourne from the Grampians Region.

6. CAPABLE TOURISM OPERATORS

Tourism stakeholders in STAWELL are relatively misrepresented on major platforms. This may be due to a lack of information available to them on consumer behaviour, general marketing skills, and education to establish partnerships in the wider industry.

Most accommodation suppliers have online booking systems that allow them to be instantly bookable. However, they are not connected to major Online Travel Agents. The compounding risk for STAWELL as a destination is that it is perceived that there is nothing to do.

There are also no tour operators in STAWELL that compounds the problem of a perception that there is nothing to do.

The top five STAWELL experiences (all passive) on Tripadvisor are:

1. Central Park
2. Cato Park
3. Sister Rocks
4. Stawell Uniting Church
5. Stawell Gold Mine

HOW TO BUILD CAPABILITY AND INCREASE DISTRIBUTION

Capability Building is about taking a tailored approach to tourism industry training to guide businesses to develop refreshed visitor experiences, aligned to the STAP.

The most effective way to build capability is to undertake one-on-one business mentoring to enhance tourism operations and marketing skills that will establish strong foundations to encourage entrepreneurship and grow reach through new partnerships in the wider tourism sector.

Key objectives of Capability Building are:

- support new and established businesses in product and service development, trade market-readiness, and business diversification and expansion
- develop the skills and expertise of tourism operators to enhance business productivity
- encourage and support business collaboration
- prepare businesses to aim for 'best in class' quality assurance to achieve tourism accreditation

WHY DOES STAWELL NEED IT?

Demonstrating that there is plenty to do through distributing purchasable product online, directly increases visitor volume, creates jobs, increases regional gross product and drives economic transformation by encouraging visitors to stay longer and do more.

7. VISITOR SERVICING

A foundation of visitor servicing is to be where customers are. This requires the development of new customer engagement points at key nodes throughout the NGSC region. Visitors don't see boundaries in the way that residents or local governments do.

A common misconception is that visitors disengage with traditional visitor servicing in preference to seeking visitor information online. The reality is that visitors require quality visitor servicing both online, in-centre or collocated in businesses or existing council services. Engaging with authentic locals is a priority need for visitors in new destinations. They seek reinforcement to confirm their online planning from a trusted source. Visitor Centres equally play an important role in welcoming potential new residents to a community.

As NGSC will resume operations of the Stawell Visitor Centre in 2022, visitor information will need to consider where social posts link back to content on the current NGSC website and that of Grampians Tourism.

Quality visitor information allows visitors to plan to stay longer, making a direct and positive impact to STAWELL's visitor economy.

STAWELL's visitor experiences have a low digital footprint, leading to a perception that there is nothing to do. A quick, simple and effective solution is to create listings for STAWELL visitor attractions and locations on the Australian Tourism Data Warehouse (ATDW). This is a content aggregator platform that shares content to state and national tourism partners.

<https://atdw.com.au/distributors/current-distributors/>

8. EVENTS

COVID-19 has impacted the ability for regional events to operate since 2020, however, as protocols for event management in respect of Covid are now well defined, preparation for the reintroduction of events, which have the potential to drive visitation, should be considered as part of STAWELL's marketing strategy.

Events serve the purpose of showcasing a destination experience and spiking visitation at a given moment in time, but with the intent to encourage repeat visitation. Development of tourism events needs to align with destination experience themes. Timing should be considered to encourage visitation where accommodation capacity is achievable and/or to leverage awareness of events in neighbouring areas.

Whilst the Stawell Gift is the major drawcard to the region it seems to have a constant audience rather than an ever-growing range of visitors. This is compounded by other events held at Easter that have no potential of drawing visitation due to the lack of accommodation.

A strategy to develop a constant event cycle which looks at both business and leisure-based events would generate visitation across the year.

A focus on business events based around gold and agriculture together with nature-based conference themes would elevate the regional status of the town.

GAME CHANGER OPPORTUNITIES



MAKING THE MOST OF OUR ASSETS

Creating a vision for tourism development in STAWELL resides in the need to find a solution to encourage regular visitors passing through STAWELL to stop, stay and spend, rather than pass through. In a future-focused plan, there is a need to consider and understand the needs of emerging markets that demand fresh and contemporary visitor experiences. GAME CHANGERS are considered as long-term visionary projects that not only reflect the aspirations of the community but are assessed as having merit to enable destination development.

Four priority projects have been identified as GAME CHANGERS, that if developed, will create a momentum that will benefit the local community as a priority and appeal to visitors.

1. **WESTERN HIGHWAY ENTRANCE**
2. **WALK CYCLE TRAIL HERITAGE PRECINCT**
3. **BIG HILL DEVELOPMENT**
4. **TOURISM WEBSITES**



HIGHWAY ENTRANCE to the TOWN CENTRE

MAJOR TOWN CONNECTION

Our town is hidden by the highway, we need to show off our assets.

DESCRIPTION

To create a defined entrance to town at the junction of the Western Highway and Seaby Street which directs and motivates visitors into the town centre. This has been identified in the Western Highway Urban Design Framework and the Stawell Structure Plan as the most attractive and practical entrance to STAWELL.

It will create a defined entrance that demonstrates that the historic town centre has appeal and worth. It will clearly point out that the Western Highway transit zone is not STAWELL which is what the majority of drivers must be thinking.

COMMUNITY FEEDBACK

- Visitors can't easily find STAWELL's attractions
- Too easy to bypass, too easy to miss the main street
- Not enough directional signage pointing tourists to the CBD

PROJECT PRIORITY - HIGH

With the Western Highway duplication well under way, STAWELL will be in the position of being the first town from Melbourne for those heading West. This may seem to satisfy an opportunity for drivers to pause but the reality is that the main road is some 2kms from the STAWELL Town Centre. This is compounded by signage at Sisters Rock directing traffic on the alternative route.

The Seaby Street entrance should be the main entrance to town with all appropriate directional and historic signage to appeal to visitors to make a conscious decision to stop and take some time. On the Hume Highway in NSW many towns that have been recently bypassed are seeing tourism visitation and spend increasing with visitors enticed off the highway.

NGSC working with Main Roads needs to pursue the option of traffic lights and turning lanes at the Seaby Street intersection together with appropriate signage at the junction and at the edge of town to drive visitation into the town centre. This needs to be supported by signage at the main street junction that clearly defines the historic town centre.

Key Implications

- Seaby Street is the most significant intersection along the Highway providing direct access into the town centre.
- There is limited signage or demarcation of key routes into the town centre except for at Seaby Street.
- Noting the stone wall signs at the northern and southern highway entrances, there are limited gateway signs into Stawell.
- While it is expected that a highway environment would be vehicle oriented - there is limited infrastructure dedicated to safe pedestrian and cyclist movement.
- The provision of services roads or side streets are important in providing access options to property fronts that do not compete with highway traffic.
- The carriageway varies in width along the highway, occupying only 8m of the 30m wide road reserve in its narrowest segments.

Source: Stawell Western Highway Urban Design Framework April 2021

WALK CYCLE TRAIL TO HIGHLIGHT HISTORIC ATTRACTIONS

CELEBRATE HERITAGE

We value our heritage and culture and are committed to preserving our built environment and our shared origins both Aboriginal and a multitude of nations from afar.

DESCRIPTION

The town centre with the adjacent Central Park, Cato Park and the Railway Station are all areas of tourism significance that are not exposed to the visiting public in an engaging way.

This is the heart of STAWELL and is needed to be highlighted to demonstrate the rationale of spending time in STAWELL. The route is a celebration of the European History of STAWELL and is attached to numerous linger points.

The walk and cycle trails could extend from Central Park to Big Hill and even go via the Library to tap into the new VIC location.

COMMUNITY FEEDBACK

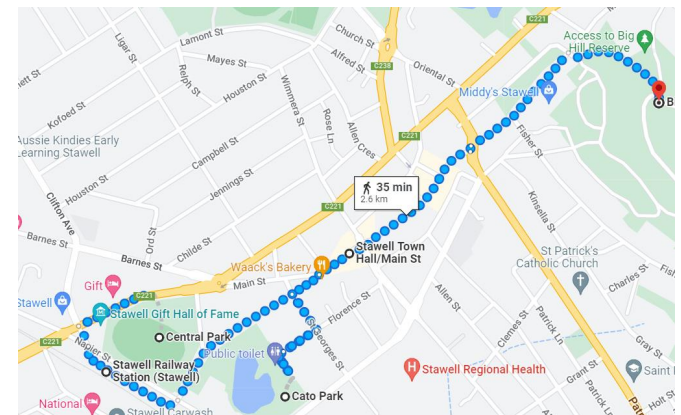
- Self-guided walk cycle trail needed
- Incorporate historical buildings and our gold history
- Story telling interpretive signage is needed throughout the town and adjacent to heritage buildings

PROJECT PRIORITY - HIGH

This project is a continuation of the highway entrance into STAWELL but needs to be delivered before to take advantage of the current traffic into the Town Centre.

NGSC in collaboration with the Stawell Historical Society and the Stawell Gift Hall of Fame needs to identify the appropriate way points along the route, ensure suitable interpretive and directional signage is in place and engage the community in the development of the route.

Once the route is established and signage is in place then a suitable route guide needs to be developed. The route guide would be available at a variety of touch points including accommodation operators.



BIG HILL DEVELOPMENT

GOLD HISTORY and FUTURE

We are built on gold and
want to showcase our
history and future.

DESCRIPTION

The Big Hill Lookout is one of the iconic features of STAWELL and needs an opportunity to shine. Located next to the gold mine it is an integral part of STAWELL's history and future.

It also showcases the abundance of nature surrounding STAWELL.

Development of the area with defined walk and cycle trails, amenities for visitors at the top with appropriate signage including interpretive signage at the Fire Lookout will hold the visitors longer. As will the provision of picnic facilities for day and nighttime use.

COMMUNITY FEEDBACK

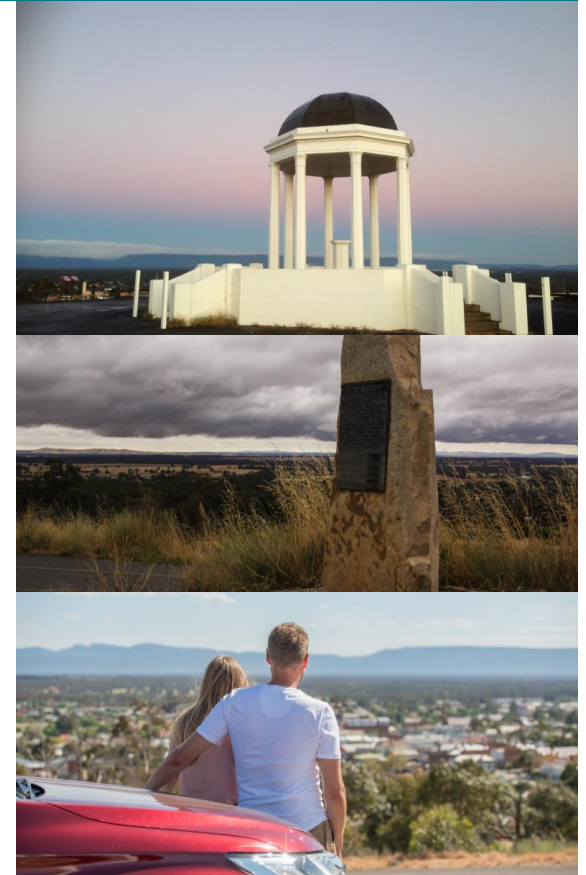
- Development on Big Hill
- Beautification at Big Hill Lookout
- STAWELL doesn't have any tourist attractions

PROJECT PRIORITY - HIGH

Creating a master plan for the area which in effect creates a real attraction to STAWELL will produce a focal point that is a must do for any visitor.

Elements would include public facilities, picnic spots, signage and trails.

Tying Big Hill to the town centre with the proposed historic walk and cycle trail will cement its place as the must do attraction in STAWELL.



WEBSITE DEVELOPMENT

SHOWCASE OUR ASSETS

We are a town of proud residents who want to share our history, nature and community with visitors from near and afar.

DESCRIPTION

The singular biggest issue for STAWELL is the lack of information in the marketplace both direct and indirectly, this lack of information leads to a minimal destination footprint and a void in knowledge that leads to the town being bypassed.

The development of destination-based websites to showcase the amenity, attractions and appeal of STAWELL is a critical element in building the tourism industry.

The Shire of Murray in Western Australia has recently gone through the process of developing a website presence for the two towns in the shire, the websites are independent of the Council's corporate website and serve as a strong driver of visitation to Dwellingup and Pinjarra.

The motivation for the websites was a mixture of community driven, state government tourism attractions investment and the council understanding that they needed to elevate tourism in their pillars of economic development. A strong collaborative approach.

The website development was undertaken after a thorough place brand review and supported with the addition of professionally written content and images and video commissioned for the website and other activity.

COMMUNITY FEEDBACK

- No one knows what there is to do in STAWELL
- We need an identity
- We need promotion of our Gold Mining History
- The current website is appalling

PROJECT PRIORITY – HIGH

For the NGSC to develop town-based websites that showcase tourism to all the potential visitors, independent of the NGSC corporate website. This would follow a place branding project for both STAWELL and St Arnaud which drives the look and feel of the websites.

An example of this can be seen here <https://dwellingup.destinationmurray.com.au/>

In the year after the development of the website, Dwellingup won the Small Top Tourism Town in Western Australia.

ACTION PLANS



1. LEADERSHIP

REF	TASK	ASSIGNED	SHORT TERM 2022-25	MID TERM 2032-27	LONG TERM 2028-2032
1.1	Delegate relevant council staff to establish a tourism mentoring program to assist the officer with the execution of the STAP.	NGSC			
1.2	Foster collaboration between community local leadership, Grampians Tourism (GT) and the NGSC through the establishment of a Tourism Advisory Committee (TAC) as a function of council but driven by local leaders.	NGSC			
1.3	Develop a Visitor Intercept Survey to map the visitor 'information' journey, including their preferred method of visitor information consumption, so that we can reach more visitors that come to NGS.	NGSC			
1.4	Establish a quantified tourism growth target for the 10-year strategy based on projected accommodation capacity.	NGSC			
1.5	Establish a working partnership with Ararat Rural City Council to drive the wine tourism experience across both municipalities.	NGSC			
1.6	Engage with the Eastern Grampians Tourism Group to foster collaboration with tourism businesses in and around Pomonal.	NGSC			

2. STORYTELLING & PLACE BRAND

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
2.1	Develop a place brand strategy, including the development of new brand elements and assets, leveraging off the Central Goldfields UNESCO World Heritage Bid.	NGSC			
2.2	Review collateral needs at the Stawell Visitor Centre and reproduce with a new STAWELL place brand, aligned to the NGSC style guide.	NGSC			
2.3	Develop a Tourism Marketing and Communication Plan to include: <ul style="list-style-type: none"> i. content and social media plan, including PPC strategy to increase website traffic ii. budget to procure visual assets, specifically in videography and imagery to target active families and adult couples, which can be shared with tourism stakeholders and DMO's to promote STAWELL visitor attractions iii. consolidate all tourism content for STAWELL and consider a network site structure to point a www.visitstawell.com.au domain to a STAWELL tourism microsite iv. establish new social accounts as #visitstawell and @visitstawell 	NGSC			

2. STORYTELLING & PLACE BRAND (CONTINUED)

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
2.4	Implement 'Stawell's Destination Story' across all channels and share with DMO partners and tourism stakeholders.	NGSC/GT			
2.5	Develop and deliver a local business support program – Visitor Inspiration Partner (VIP) that enables tourism businesses to implement quality storytelling content outcomes in support of STAWELL's place brand and destination story.	NGSC			
2.6	Engage with Grampians Tourism to share content on www.visitgrampians.com.au and support tourism industry familiarisations.	NGSC/GT			
2.7	Implement training for the NGSC Tourism Officer to load content for all NGSC tourism assets and locations on the Australian Tourism Data Warehouse (ATDW), connecting to Visit Victoria, Visit Grampians and national distribution partners.	NGSC			

3. COMMUNITY BUY-IN

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
3.1	Release STAWELL's new tourism direction with community briefings and PR releases.	NGSC			
3.2	Develop a 'Local Legends' Ambassador program for community members who can add value to visitor experience at key locations eg: the Historical Society Museum.	NGSC			
3.3	Grow the network of NGSC volunteers to experience tourism as a new volunteering opportunity at the Stawell VC.	NGSC			

4. AMENITIES and SERVICES

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
4.1	Undertake a wayfinding audit to include directional and interpretive signage to guide visitors into and around the town centre.	NGSC			
4.2	Family-friendly accommodation is a major gap in STAWELL. An audit of accommodation supply and visitor projections is needed to support new accommodation development prospectus.	NGSC			
4.3	As per the structure plan and the Western Highway Duplication assessment ensure that Seaby Street is the main route into and out of town from a visitor perspective.	NGSC			
4.4	Develop an annual visitor survey to identify retail, dining and hire services gaps in preparation for a business start-up prospectus to attract new business investment in STAWELL.	NGSC			
4.5	Elevate the exposure of Cato Park including directional signage to ensure that the visitor base understand the value of the facilities and amenity in the park.	NGSC			
4.6	Create a Tourism Precinct of Central Park, Cato Park and the Railway Station with appropriate signage and ease of pedestrian access.	NGSC			
4.7	Establish defined entry statements on major highway approaches to STAWELL with place branding and sustainable landscaping. Visitors should understand they are entering a heritage town worth stopping for.	NGSC			
4.8	Investigate the installation of EV charging stations in Stawell will be added.	NGSC			

5. COMPELLING EXPERIENCES

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
5.1	Develop a master plan for Big Hill to incorporate interpretive signage of the views and the fire lookout area. Incorporate picnic areas with facilities that are suitable for day and night-time use.	NGSC			
5.2	Explore provision of interpretive material and walking trails at Bunjil's Shelter.	NGSC / PARKS			
5.3	Investigate the development of a gold themed interpretive centre at Cato Park. This could be an outdoor facility that showcases the history and future of the gold influence on the town.	NGSC			
5.4	Support the activation of monthly farmers' markets, arts and culture or community events to be held in the STAWELL Town Centre which generates traffic to the retail district.	NGSC			
5.5	Support the continued development of the rail trail to Halls Gap connecting the two towns on a safe bike trail in collaboration with Stawell Cycling. This could also connect to other features in the regions as the lakes route to Halls Gap and Sisters Rocks which are some of the features of a STAWELL visit.	NGSC			

6. CAPABLE TOURISM OPERATORS

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
6.1	Support Grampians Tourism to introduce a capability building program to mentor tourism operators in the improvement of their online visibility and distribution partnerships.	NGSC / GT			
6.2	Establish internal protocols that can assist new tourism startups in the NGSC to navigate LGA and State approvals and connect with priority tourism support services including Grampians Tourism and VTIC.	NGSC / GT			
6.3	Establish a library of visual assets that STAWELL tourism stakeholders can access for the purpose of sharing quality content for STAWELL's priority tourism attractions.	NGSC			
6.4	Support our agriculture sector and other farm-based enterprises to leverage opportunities from tourism (e.g., value-added products, including farmgate sales).	NGSC			

7. VISITOR SERVICING

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
7.1	Establish baseline visitor engagement data in year 1 to evaluate success over the life of the STAP.	NGSC			
7.2	Establish processes to manage visitor data tracking. Door counts and simple post code data collection will provide a starting point in year 1 which can be easily managed by volunteers.	NGSC			
7.3	Work with local media and community groups to share positive experiences which encourage new volunteers to join the Stawell VC.	NGSC			
7.4	Finalise the move of the VC to the Library to extend the opening times as an alternative to the current location.	NGSC			
7.5	Source merchandise from across the Northern Grampians; specifically art, curios and local produce to generate additional retail revenue for Stawell VC.	NGSC			
7.6	Explore the viability of the Western Highway VIC through volunteers and a trial period.	NGSC			

8. EVENTS

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
8.1	Support event organisers to navigate permit and approval requirements and achieve compliance.	Events/ NGSC			
8.2	Establish a communication protocol between event organisers and NGSC to share PR and events information through NGSC owned channels.	NGSC / Events			
8.3	Support niche community groups to plan new event concepts in advance, to take advantage of grant funding opportunities.	Events/ NGSC			
8.4	Develop an events strategy to showcase the regional assets of gold and agriculture together with nature-based forums and conferences.	NGSC			
8.5	Support internal council collaboration around shared actions and outcomes such as the growth of Arts and Culture in the shire.	NGSC			

Appendix 1: WHAT WE HEARD

PHASE ONE ENGAGEMENT COMMUNITY WORKSHOP: WHAT WE HEARD

In March 2022, approximately 30 people participated in a community workshop. The workshop found that the way participants describe STAWELL and its story (brand), echoes the findings in the Stawell Structure Plan section 2.4.

The following outlines findings from the workshop.

Q. Which words would you use to describe Stawell and its culture?

- Heritage
- Friendly
- Gold
- Picturesque
- Gateway

Q. Which words would you use to describe the people of Stawell (the community)?

- Open
- Welcoming
- Community minded
- Friendly, multicultural, diverse, helpful, peaceful, safe, comfortable

Q. Which words would you use to describe life in Stawell?

- Laid back
- Relaxed and comfortable
- Stress-free
- Safe
- Prosperous, well resourced and affordable

Q. Which three values do you think define Stawell and its community?

- Supportive community
- Safe
- Accepting
- Tolerant

Q. What's the one thing holiday makers don't know about Stawell that you wish they did?

- The Main Street
- Gold mine, Lakes
- Attractive parks and gardens
- History
- Sporting facilities
- Stawell Gift

Q. Thinking about neighboring regions or shires, what sets Stawell apart?

- Richest footrace
- Attractive surroundings
- History
- Working gold mine
- SUPL
- Free parking

Q. Imagine Stawell in 50 years' time. How do you hope it will be described?

Stawell:

- Has retained its character, history and nature
- Has a booming migrant population
- Is a great tourist centre
- Is a great place for a weekend away
- Is well connected by trains
- Has been creative and forward thinking to create a better future

PHASE ONE ENGAGEMENT COMMUNITY WORKSHOP: WHAT WE HEARD (continued)

PRIMARY Themes of Experience

- Heritage
- Gold history and future
- Nature-based
- Agritourism

SUPPORTING Themes of Experience

- Food and wine
- National parks and waterways
- Business tourism
- Self-drive
- Events
- Sport



PHASE ONE ENGAGEMENT COMMUNITY WORKSHOP: WHAT WE HEARD (continued)

HERITAGE/HISTORY

- Murals
- 8 -hour banner
- Heritage Trail down Main Street
- Bunjil's Shelter
- Pioneer Walk
- Big Hill
- Main Street Building Plaques
- Cato Park
- Cemetery
- Central Park
- Arboretum
- Gift Hall of Fame
- Guided Coach Tour hosted by Stawell Historical Society
- Historical Society Museum
- Railway Station Building and Art Gallery
- Major Mitchell Trail
- Model Railway Show

GOLD HISTORY AND CURRENT

- SUPL – Dark Matter Lab
- Town Clock
- Historical Society (Ancestry, Building and Gold)
- Gold Walking Tour
- Historical Workings
- Prospecting
- Business Tourism
- Bleisure Travel

NATURE

- Lakes – swim, fish,
- Birdwatching
- Bike Trail
- Sisters Rocks
- Wildflower walk
- Ironbarks – running, walking
- Cato Park
- Federation Park
- Camping
- Orchid Shows

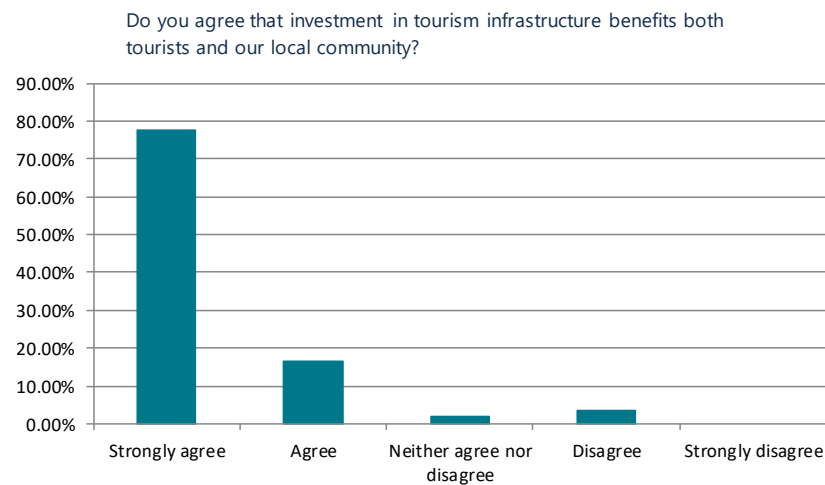
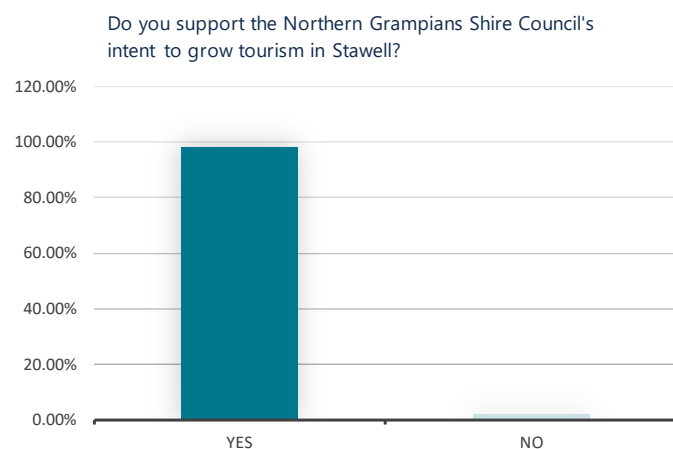
AGRITOURISM

- Wineries
- Sunsets
- Alpaca Farm
- Brewery
- Farmstay
- Farmers Markets
- Winter Woollies Festival
- Helicopter Flights

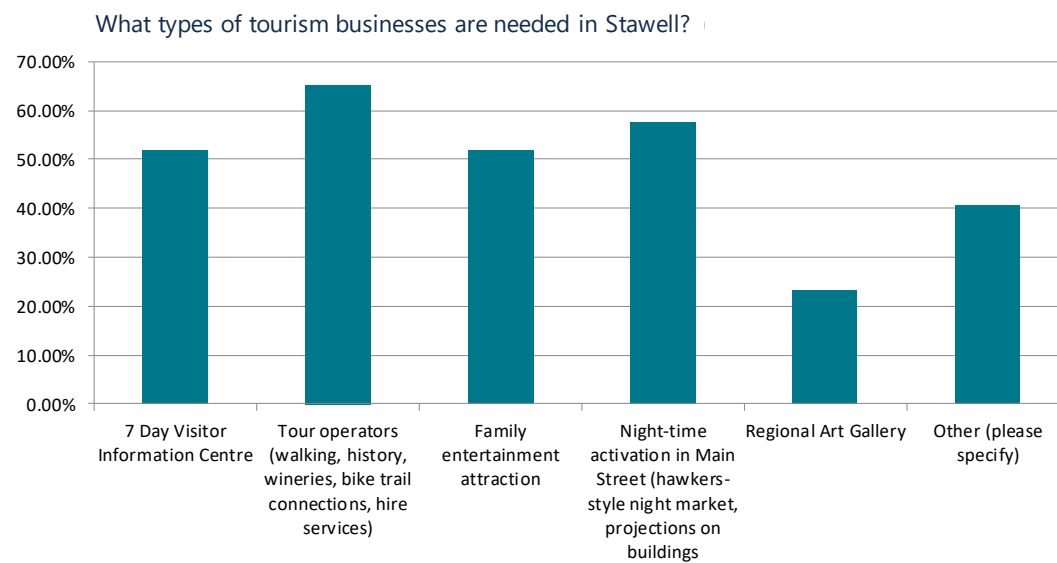
PHASE ONE ENGAGEMENT COMMUNITY SURVEY: WHAT WE HEARD

In March 2022, 53 people completed a project survey. The purpose of the survey was to identify opportunities and challenges around growing the visitor economy in STAWELL.

The following outlines the survey findings.



PHASE ONE ENGAGEMENT COMMUNITY SURVEY: WHAT WE HEARD (continued)

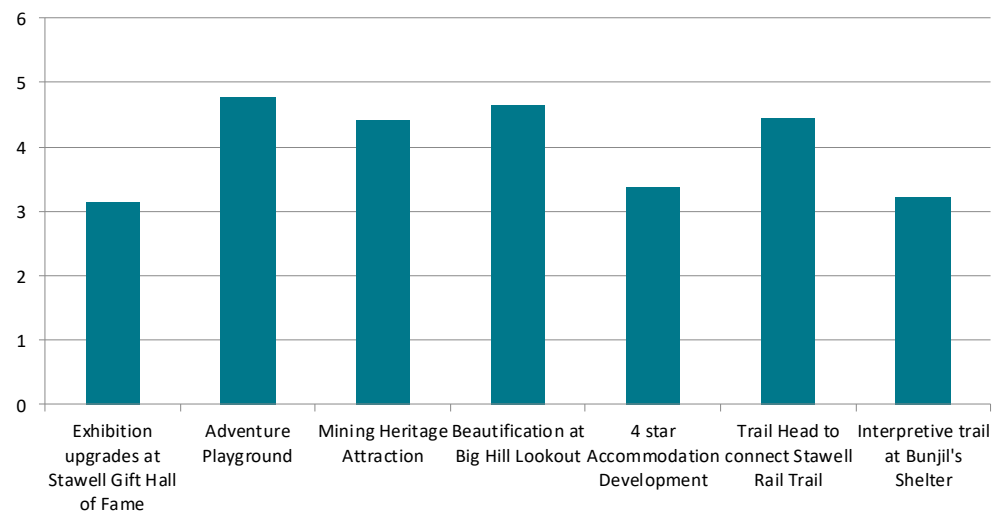


PHASE ONE ENGAGEMENT COMMUNITY SURVEY: WHAT WE HEARD (continued)



PHASE ONE ENGAGEMENT COMMUNITY SURVEY: WHAT WE HEARD (continued)

In order of importance what tourism developments do you think will most benefit Stawell?



PHASE TWO ENGAGEMENT - COMMUNITY SURVEY: WHAT WE HEARD

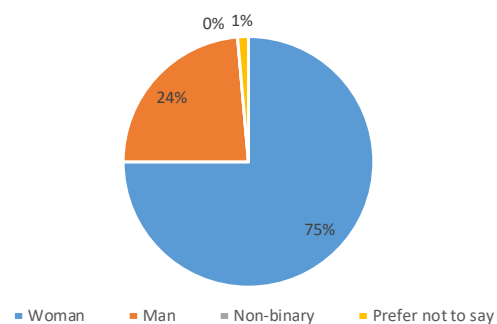
In May/June 2022 Council invited the community to participate in a project survey. To support participation, Council also delivered several engagement activities as shown in the below table.

Stawell Show Market	30
Shop 108 pop-up (across 2 days)	35
Woolworths pop-up	10
Main Street Traders and Highway motels drop by	All open businesses across two different days were visited. Approximately 45 businesses.
Online and written survey responses	73
Western Highway VIC Volunteer EOI response	33
Approximate total amount of people engaged	250

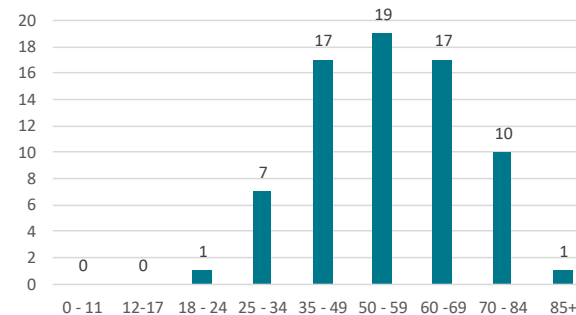
PHASE TWO ENGAGEMENT - COMMUNITY SURVEY: WHAT WE HEARD

In May/June 2022, 73 people completed a project survey and these well represented the age profile of the Northern Grampians Shire. The purpose of the survey was to test the tourism themes, strategic directions and action plan derived from the initial stage of engagement.

Gender of respondents



Age brackets of respondents



PHASE TWO ENGAGEMENT - COMMUNITY SURVEY: WHAT WE HEARD

Overall, the community agreed with the themes and direction of the Stawell Tourism Strategy and Action Plan.

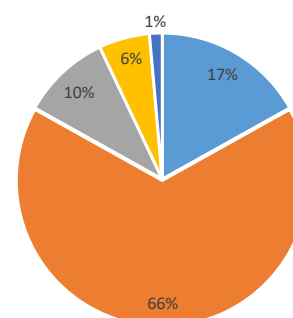
When asked how they would describe Stawell to friends and family outside of town, most would recommend Stawell.

- 40% described its proximity to natural assets and vistas,
- 28% mentioned the friendly, safe and quiet appeal of the town
- 10% would mention the Gold Heritage.
- 22% would not recommend Stawell to visit, mainly due to poor opening hours and lack of things to do.

When asked what needs to change to improve Tourism in Stawell.

- 40% said improved Food and Retail.

Agreement with existing themes



- These themes represent the most important things to focus on
- I mostly agree with these themes
- I feel neutral/don't know how I feel about these themes
- I mostly disagree with these themes



9.2.3. St Arnaud Tourism Strategy and Action Plan 2022-32

Author/Position: Tina Baker, Community Development Officer

Purpose

To request that Council endorses the St Arnaud Tourism Strategy and Action Plan 2022-32.

Summary

The St Arnaud Tourism Strategy and Action Plan 2022-32 has identified the vision and aspirations for growing tourism in St Arnaud and surrounds over the next 10 years. Implementation of this strategy and action plan will contribute to building a strong and competitive visitor offering in St Arnaud.

The plan details the context, approach and specific actions needed to grow the tourism capacity and profile of St Arnaud. These actions focus on tourism strategy, storytelling and place brand, community buy-in, amenities and services, compelling experiences, capable tourism operators, visitor servicing and events.

Recommendation

That Council endorses the St Arnaud Tourism Strategy and Action Plan 2022-32.

RESOLUTION

That Council endorses the St Arnaud Tourism Strategy and Action Plan 2022-32.

Moved: Cr Eddy Ostarcevic

Seconded: Cr Kevin Erwin

Carried

Background/Rationale

Community engagement undertaken in 2019 as part of the St Arnaud Community Plan 2020-30 identified the need to grow tourism in St Arnaud. The community identified that to grow tourism in St Arnaud a tourism strategy and branding strategy were required.

The strategy project was planned to coordinate and capitalise on the existing assets of St Arnaud and surrounds. These assets include the gold mine trail, heritage buildings, indigenous heritage, Chinese heritage, historic sites, silo art, murals, exhibitions, parks and gardens.

The Economic Development Strategy and Action Plan 2021-31 identified that with a well-planned local tourism strategy and a high quality visitor experience could significantly benefit the local economy.

The Council Plan 2021-25 action to “Deliver a St Arnaud Tourism Strategy and Action Plan” is a comprehensive piece of work that ties all of these objectives together with specific actions to enable tourism to grow in St Arnaud.

Legislation, Council Plan, Strategy and Policy Implications

Council Plan 2021-25

Economic Development Strategy and Action Plan 2021-31

St Arnaud Community Plan 2020-30

Option 1

That Council endorses the St Arnaud Tourism Strategy and Action Plan 2022-32. **[recommended]**

Option 2

That Council does not endorse the St Arnaud Tourism Strategy and Action Plan 2022-32. **[not recommended]**

Implications

The subject matter has not raised any sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/gender equality, privacy, risk management, budgetary and asset management implications.

Procurement

No procurement requirements apply to this report.

Community Engagement

The community was engaged through interviews, site visits, surveys and a stakeholder workshop. Several key stakeholders such as hoteliers and hospitality business owners had one on one engagement with the tourism consultant, DTM.

Engagement included:

- 17 stakeholder interviews
- Three site visits to St Arnaud tourism attractions
- Two online community surveys (45 responses)
- Four Project Control Group (PCG) meetings
- One St Arnaud community workshop (15 attendees)
- One St Arnaud Expo (15 attendees)
- 10 engagements via POZI comments wall
- Two written submissions

Extensive engagement in the pre-draft phase meant that only minor amendments were required for the final draft of the strategy and action plan.

Innovation and Continuous Improvement

The new strategy and action plan reflects Council's commitment to continuous improvement.

Collaboration

Grampians Tourism collaborated on the strategy and action plan.

Officer's Declaration of Interest

All officers providing advice to Council must disclose any interests, including the type of interest.

Tina Baker, Community Development Officer.

In providing this advice as the author, I have no disclosable interests in this report.

Attachments

1. St Arnaud Tourism Strategy and Action Plan 2022-32 [9.2.3.1 - 57 pages]

ST ARNAUD TOURISM STRATEGY AND ACTION PLAN 2022-32

July 2022



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Report prepared by DTM Tourism, reviewed by Northern Grampians Shire Council and adopted following public exhibition, comment and subsequent review.

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www.dmtourism.com.au

Authors

Karen Castiglioni and Bernard Whewell

Disclaimer

The information contained in this Tourism Action Plan is provided for general guidance and assistance only and is not intended as advice. You should make your own inquiries as to the appropriateness and suitability of the information provided. While every effort has been made to ensure the currency, accuracy or completeness of the content, we endeavor to keep the content relevant and up to date and reserve the right to make changes as required. The Northern Grampians Shire Council, authors and presenters do not accept any liability to any person for the information (or the use of the information) which is provided or referred to in the St Arnaud Tourism Strategy and Action Plan.

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ACKNOWLEDGEMENT

ACKNOWLEDGEMENT

Northern Grampians Shire Council acknowledges the Wotjobaluk, Jaadwa, Jadawadjali, Wergaia, Jupagulk Nations, the Traditional Owners of the lands we discuss in this report. We pay our respects to their Elders, past and present, and extend that respect to Aboriginal elders of other communities.

SPECIAL THANKS

We would like to thank and acknowledge the following organisations, volunteers and participants who contributed their time and valued opinions to forming this Tourism Action Plan for the community of St Arnaud.

St Arnaud Community Action Network (SCAN)
St Arnaud Historical Society
St Arnaud Visitor Centre
Grampians Tourism
St Arnaud Arts Council
St Arnaud Raillery Hub
St Arnaud Tourism Operators
Central Victorian Goldfields World Heritage Bid
Survey respondents and Community Workshop
Participants
Northern Grampians Shire Council Staff

Images Provided by Northern Grampians Shire Council

INTRODUCTION



ABOUT THE PROJECT

ST ARNAUD, a township of approximately 2,200 people, located in Victoria's Wimmera – Southern Mallee region and administered by the Northern Grampians Shire Council (NGSC). Originally settled in the mid 1850's during Victoria's Goldrush, the town has a deep connection with heritage and is one of the best examples of Victorian and Federation architecture in the Grampians region. St Arnaud is a service centre for the agricultural community in the region and tourism has not previously been considered a priority industry. From a tourism perspective, St Arnaud has been considered a 'break in journey' town due to its proximity connecting Melbourne with Horsham enroute to Adelaide.

In the past five years, the Wimmera region has attracted a new visitor segment as a result of the Silo Art Trail; Australia's largest outdoor gallery, spanning an area of over 200kms through small rural communities. St Arnaud is ideally located as a hub for visitors to explore the region, owing to its supply of accommodation and visitor amenities. In addition, local artist Kyle Torney has painted multiple outdoor murals throughout St Arnaud, including the St Arnaud Silos. This beautiful work complements the visitor experience of the Silo Art Trail and serves to fulfill the expectations of visitors embarking on this trail.

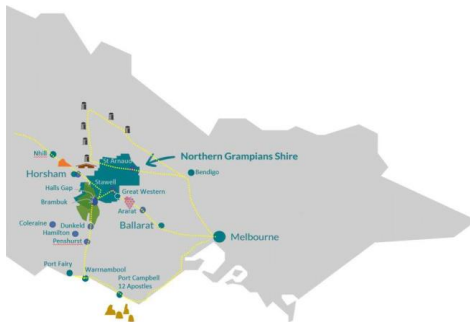


Figure 1: Northern Grampians Shire



Figure 2: ST ARNAUD Assessment Area

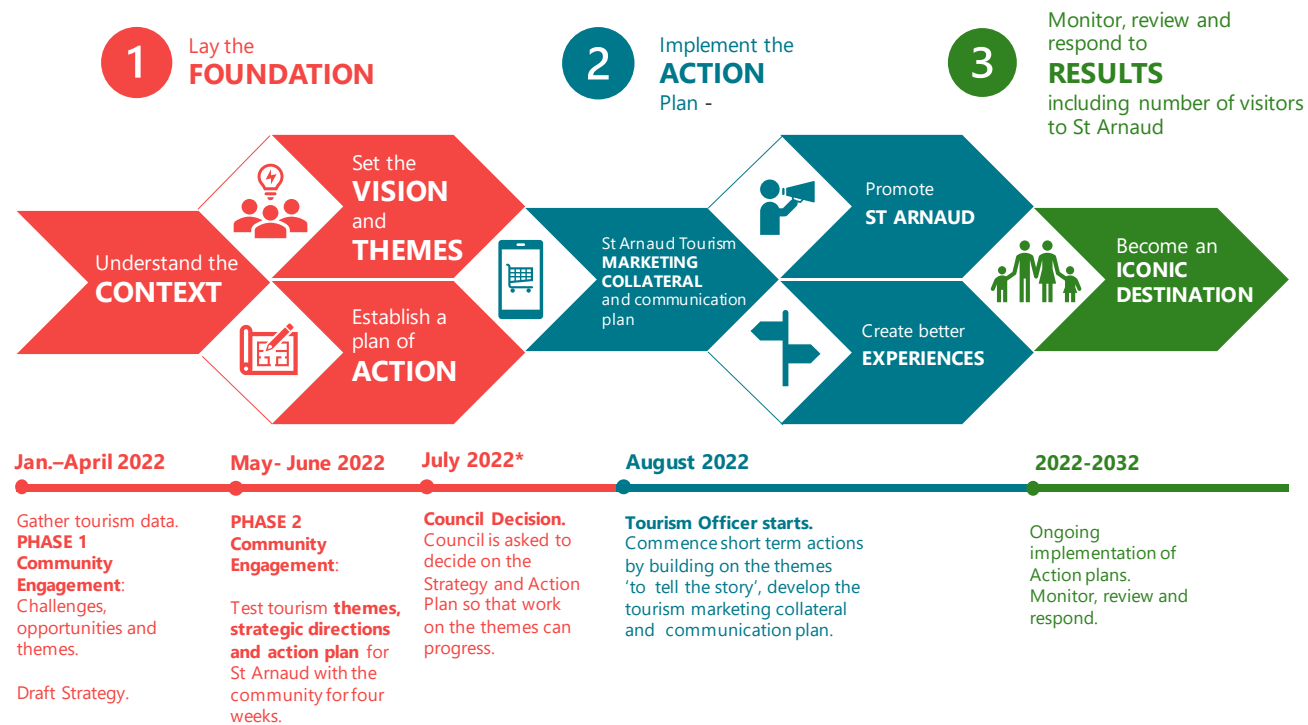
PURPOSE OF THIS REPORT

The St Arnaud Tourism Strategy and Action Plan (SATAP) is required to set out the vision and aspirations for the visitor economy of St Arnaud and surrounds over the next four years. Preparation of the action plan is an essential step to ultimately growing the visitor offering and building resilience in the Northern Grampians economy. Importantly, the SATAP will contribute to informing an overall tourism strategic direction for the NGSC, identifying commonality in experience themes in the Northern Grampians, areas of competitive advantage and opportunities to leverage major tourism projects in the wider Grampians region.

The NGSC objectives for this project are:

- To diversify Northern Grampians visitor offering to reduce impact of National Park closures following fire events
- To establish a shared vision of St Arnaud and surrounds visitor economy and enable the coordinated delivery of key actions
- To increase the competitiveness of St Arnaud as a visitor destination and enable strong promotion by leveraging off existing opportunities
- To grow jobs and visitor spend in Northern Grampians
- To unlock and facilitate opportunities for private sector investment in the tourism offering

THE PROCESS



STRATEGIC CONTEXT

The development of a 10-year Tourism Strategy and Action Plan (SATAP) will provide a road map to guide NGSC and the St Arnaud community in valuing its visitor economy as the community transitions to consider tourism as an economic driver. The plan is underpinned by a reimagined approach to enabling engagement with St Arnaud 's heritage, whilst establishing foundations for the emergence of creative enterprises.

Throughout the process of assessing the tourism opportunity for St Arnaud and surrounding communities, project consultants DTM Tourism, have maintained a clear focus to identifying projects which will be ACHIEVABLE and AFFORDABLE tourism priorities over the next 10 years.

In this context, it has been determined that establishing a clearly defined visitor-focused plan for St Arnaud will provide the best opportunity for flow-on visitor dispersal in surrounding communities. Recommendations made in this SATAP strategically align to three **priority focus areas identified in the St Arnaud Community Plan** being:



PLACE

- Preservation of key characteristics and features that should be preserved
- Continued growth in the pride that the town projects
- Fostering opportunities for the creative community



ECONOMY

- Broadening the economic base and variety of industry by the development of the gateway to the Grampians and an investment in tourism assets



ENVIRONMENT

- A network of parks and lakes that benefit the local population and are a drawcard to visitors

Specifically, the recommendations of the SATAP, align to the direction identified in the **Northern Grampians Economic Development Strategy objectives**.

2. SUSTAINED ECONOMIC GROWTH

- a. Iconic Destinations
 - i. Ensure our visitor economy offers diverse, unique, high quality and enriching experiences and dispersal across the Northern Grampians
 - ii. Protect, enhance and celebrate our natural and heritage assets

In addition, the development of visitor experiences have been considered to meet the demands of visitors to the wider Grampians region. **'Lifestyle Leaders' are the priority visitor segment for Grampians Tourism**, accounting for 29% of Australia's population. Importantly, this group buys into regional short breaks, with a focus on nature, food and wine, providing an opportunity to:

- ✓ Position St Arnaud within the consideration set of this priority audience segment
- ✓ Build a sense of intrigue around St Arnaud's authentic visitor experience and capitalise on St Arnaud's competitive advantage
- ✓ Leverage region-wide strategic focus, including Grampians Cycle Tourism, Wine and Culinary tourism in the Grampians, Arts and Events
- ✓ Positively influence current perceptions of the visitor experience in St Arnaud
- ✓ Build awareness of St Arnaud through quality communication and the development of a unique tourism brand

It is recommended that outcomes of the SATAP be captured through the measurement of key performance indicators and reported to Council and community in annual reports. An annual review will ensure the SATAP is up-to-date and relevant with the changing environment in the shire, broader region and the tourism industry.

A FUTURE-FOCUSED TOURISM VISION



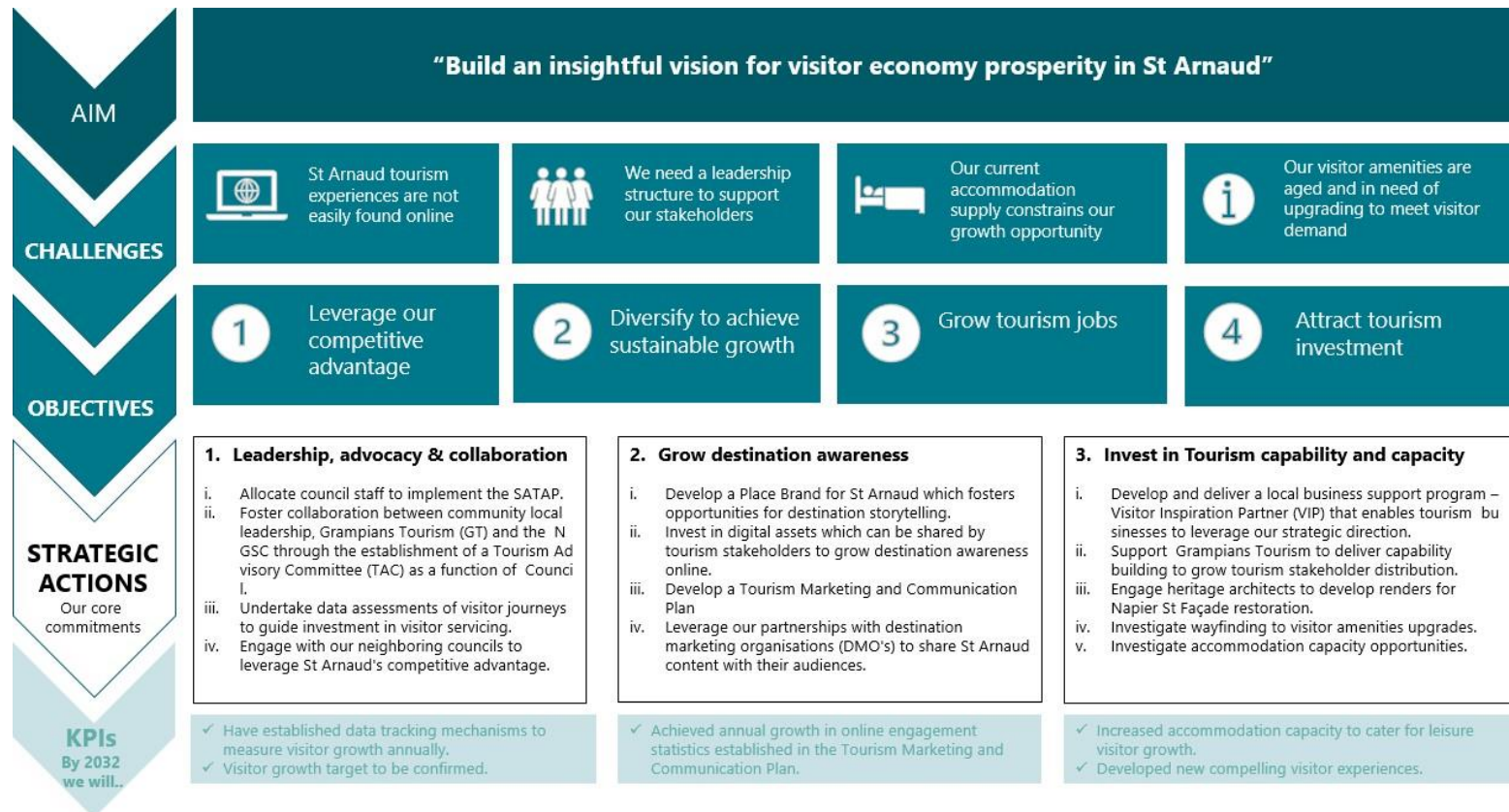
The future for St Arnaud's visitor economy will capitalise on the town's rich heritage both built and told; 'one and only' visitor attractions, and unexpected, artisan experiences. We aim to connect visitors, inspired by adventure in the Grampians and the culinary delights of the Pyrenees Wine Region, to make St Arnaud a central base to explore and experience life in an agricultural town with a difference.

Over the next 10 years, visitors will be attracted to St Arnaud through inspiring imagery, intriguing stories and new visitor experiences. Visitor servicing commitments will ensure that St Arnaud is open for business and visitors are welcome. Young families, with an increased interest in rural and regional areas as an alternative to metropolitan living, will recognise that St Arnaud is a vibrant, colourful community which offers a safe and friendly place to stay and play.

WE WILL

- Value our HERITAGE and its preservation
- Create a community where ARTISANS can thrive
- Immerse ourselves in NATURE and wellbeing
- Embrace new opportunities to establish an AGRITOURISM future

STRATEGY ON A PAGE



TOURISM SNAPSHOT



VISITOR SUMMARY

VISITOR NUMBERS

Tourism Research Australia (TRA) is the federal government authority which collates tourism statistics as a division of Austrade. The last LGA profile report for the Northern Grampians was produced in 2019 and is an unreliable indicator of visitor numbers for St Arnaud specifically.

Accommodation operators in St Arnaud are not sizeable enough for room nights to be captured under Australian Bureau of Statistics (ABS) reporting. However, a product audit of St Arnaud's accommodation operators indicates capacity for approximately 200 visitors per night – 70,000 overnight visitors per year. Anecdotally, most operators report that approximately 60-70% of occupants during the week are business travellers.

ST ARNAUD VISITOR CENTRE

The St Arnaud Visitor Centre is open daily from 10am to 4pm and whilst it is currently managed by Grampians Tourism under contract to the NGSC, the Council will take back visitor servicing in August 2022.

The St Arnaud Visitor Centre will continue to be staffed by volunteers, but their coordination of will be overseen by council staff. This visitor servicing model capitalises on authentic, passionate local ambassadors, but it is a challenge to maintain consistency and sustainability in an aging community such as St Arnaud.

The most successful visitor centres exist where they are collocated with a major attraction and are intrinsically connected to their LGA or RTB to support destination marketing. In line with the NGSC's aspirations for St Arnaud's role as a regional hub, Shire management of the VC is likely to achieve positive outcomes in establishing activation within the VC precinct.

Quality assurance and implementing visitor data tracking will assist in decision making for visitor amenities. Anecdotally, the SVC reports that leisure visitors are motivated by the Silo Mural and are discovering the street art on arrival.

GRAMPIANS VISITOR STATISTICS

TRA statistics for the wider Grampians region indicates that although day trip and overnight visitors are down approximately 35% compared to pre Covid-19 arrivals in September 2019, the average length of stay has grown and domestic overnight spend is up by 16%, indicating that a new customer is finding the Grampians for a short break. This is an important consideration for the STAP as it demonstrates the opportunity to grow the value of tourism when visitors understand the destination, which encourages them to plan to stay overnight.

Knowledge of St Arnaud as a service and amenity hub to facilitate visitation to the greater region will stimulate growth and build on the improving the footprint of the destination.

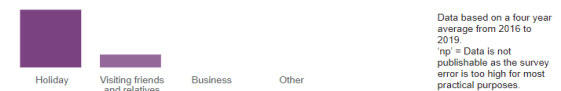
LOCAL GOVERNMENT AREA PROFILES, 2019 NORTHERN GRAMPIANS (S), VIC

AREA POPULATION: 11,402



KEY TOURISM STATISTICS FOR NORTHERN GRAMPIANS (S)

	INTERNATIONAL	DOMESTIC OVERNIGHT	DOMESTIC DAY	TOTAL
Visitors ('000)	40	298	252	591
Nights ('000)	118	718		836
Average nights	3	2		2
Expenditure (M)	\$9	\$98	\$21	\$128
Spend per trip	\$212	\$329	\$85	\$217
Spend per night	\$73	\$137		\$128
Spend per night comm accom	\$86	\$175		\$160



Data based on a four year average from 2016 to 2019.
np = Data is not publishable as the survey error is too high for most practical purposes.

Figure 3: NVS LGA Profile Northern Grampians

Source = <https://www.tra.gov.au/Regional/local-government-area-profiles>

VISITOR ECONOMY PROFILE

Growth in tourism has a significantly positive economic and social effect across a region like the Northern Grampians. Tourism supports industry and employment across a number of sectors from agriculture and manufacturing through to healthcare, retail, and education. Businesses gain from tourism spend, ultimately increasing economic returns, and subsequently resourcing community infrastructure and enterprises. In the short term, the supply of tourism services is sufficient to meet visitor demand. However, the intent of the St Arnaud Structure Plan (currently under development) is to grow St Arnaud as a regional hub. Accordingly, tourism services will need to be assessed to meet growth aspirations.

Currently, tourism in St Arnaud delivers:



86 Jobs



\$16.9m in Annual Revenue



\$7.9m in Added Spend



5 Motels



1 Caravan Park



3 AirBnB's



2 Pubs



16 Cafe/Dining



2 Tour Operators

Source = Remplan Economy Jobs and Business Insights St Arnaud



MAJOR STRENGTHS

ACCESS

St Arnaud is positioned on two highway routes connecting major regional centres in Central Victoria. Its proximity to the Pyrenees Wine Region in addition to Rupanyup, where Victoria's Silo Art Trail begins, indicates that St Arnaud has a primary opportunity to be considered a hub from which to explore these two regions. It is the opportunity to leverage market awareness of these 2 profile regions.

HERITAGE ARCHITECTURE

According to project managers for the Central Victorian Goldfields World Heritage Bid, St Arnaud represents the best example of a complete, gold heritage town in the Grampians region. There are currently approximately 500 records of significance listed on the Victorian Heritage Database for St Arnaud. Investing in heritage preservation will be vitally important to establishing a place brand.

- The Crown Land office, St Arnaud, is of historical and architectural significance to the State of Victoria.
- Toddington Shearing Shed & Homestead is of architectural, historical, social and scientific significance to the State of Victoria
- St Peter's Church at Carapooee is of architectural and historical significance to the State of Victoria.
- St. Arnaud Railway Station is historically and architecturally significant to the State of Victoria.

COMPETITIVE ADVANTAGES – 'Only in St Arnaud' attractions can be drivers of visitation

- The oldest fire station in Victoria
- The only known public garden designed by revered landscape designer, Edna Walling
- Largest township collection of Silo and Street Mural Art in Australia
- Locally crafted ornate wrought-iron lacework
- St Arnaud Railway Station the most intact example of the largest standard station building designs, erected during the 'light lines' era (c.1869 - c.1884).



CHALLENGES TO ADDRESS

There is significant tourism value in St Arnaud that when harnessed effectively, will have a positive impact for livability in the community and the visitor economy. To achieve tourism growth, priority attention is need in 4 focus areas.



LEADERSHIP

- There is a perceived gap in coordination of project information at NGSC with plans for visitor servicing, tourism suppliers and community groups.
- The tourism community in St Arnaud needs an endorsed leadership role connecting key stakeholders and the NGSC.
- A committee of council including tourism representation can achieve consideration of the visitor economy in Shire planning.
- Built heritage preservation has been undervalued at NGSC and a heritage overlay is needed in the St Arnaud Structure Plan.

DESTINATION AWARENESS

- Quality online content is difficult to find, leading to an undervaluing of the tourism experience in St Arnaud and community group websites are not optimised for search.
- There is a need to tell St Arnaud's stories more effectively online.
- Community group brochures are of low quality and not representative of rich storytelling.
- Establishing a Visit St Arnaud page on the NGSC website is a minimum requirement, with investment in quality images to be shared with Grampians Tourism.

ACCOMMODATION

- Accommodation is consumed by workers leading to gaps in supply and upgrade investment for leisure tourists.
- Accommodation supply study is required to project future needs, aligned to town growth aspirations
- Land at current caravan park restricts growth and a new site should be considered where chalets can be added.

AMENITIES & SERVICES

- Wayfinding is unanimously recognised as a major gap and current interpretive signage is in disrepair
- Signage is urgently needed for the Silo Art and Mural Trail as a major attraction
- Upgrades to walking and cycling paths, public amenities upgrades for all abilities, is needed in public parks to encourage visitors to plan to stop in St Arnaud

TOURISM MARKETING



MARKETING CONTEXT

DOMESTIC OUTLOOK

In 2020, domestic tourism in Australia was impacted by a seismic shift in demand as a result of a 'once in a 100 year' bushfire season and the Covid-19 global pandemic. Over \$10 billion of travel spend was cancelled as borders closed to international travel and across domestic boundaries.

HOW COVID HAS RE-SHAPED THE DOMESTIC MARKET

Like most small regional towns around Australia, St Arnaud is reliant on domestic visitors, mostly VFR holiday makers and regional travellers from within a relatively short proximity. Border restrictions and rising Covid-19 cases in all states of Australia has resulted in Melbourne consumers taking to short road trips and exploring regional areas that have not traditionally been in their consideration set. The caravan and camping market has seen significant growth in the last two years, particularly for active families. 'Lifestyle Leaders' who would have traditionally travelled overseas are now seeking equivalent quality experiences domestically.

WHAT DOES THIS MEAN FOR ST ARNAUD?

As 'Lifestyle Leaders' are seeking new experiences closer to home, the opportunity for St Arnaud is to take immediate action to create awareness for existing, quality experiences and rich storytelling. In a recent report released by Urban List, the challenge for domestic destinations like St Arnaud, has been identified as being one of perception: "We have a job to do to overcome our decades-old cultural cringe, to unpack a pretty deeply entrenched second-best psyche, and undo this preconceived notion that what's going on "over there" (ie. Internationally) is more culturally enriching and worthy of our most precious resources: money and time. We need to convince Australians that our destinations aren't just places — they are cultural experiences every bit as worthy of their investment; experiences that are at their very best in this moment — uncrowded, safe, restorative" Urban Insights: Wanderlust or Wanderbust; Travel Marketing In Australia 2021

Urban Insights: Wanderlust or Wanderbust; Travel Marketing In Australia 2021

LOOKING FORWARD

Since April 2020, Tourism Australia has been tracking 'Travel Sentiment' for Australian travel consumers, measuring confidence, attitudes to travel and booking intent. As at 25 January 2022, the outlook for Australians to travel domestically indicates:



- The Omicron variant has had a significant impact on consumer confidence
- Fear of contracting COVID is now the biggest barrier to domestic travel and at a higher level than anytime since this sentiment tracking series commenced; however
- 53% of travel intenders cite the need for a holiday is the biggest driver to take a holiday. VFR remains the 2nd biggest driver of intent



In Victoria:



- 34% of consumers are thinking about their next holiday
- 33% are cautious about travelling within Australia for a while
- 46% have an intention to travel domestically in the next 2 years
- 67% are considering to travel domestically in the next 4 years

Overall confidence in flying domestically has declined as a result of the Omicron variant. International travel intent within the next 1-2 years has trended down, with 31% of consumers now not sure/will not travel internationally.

In 2019 77% of the visitor spend in Australia was from the domestic market. This is unlikely to change soon. As a drive destination, **St Arnaud has a primary opportunity to attract domestic travellers who are curious to seek new destinations** within the duration of this plan

<https://www.tourism.australia.com/content/dam/digital/corporate/documents/tourism-australia-travel-sentiment-tracker-16-22-march-2022-domestic-31032022-v1.pdf>

THE CUSTOMERS WE WANT



OUR TARGET AUDIENCES ARE ADVENTURERS @ HEART!

A renewed tourism direction for St Arnaud will seek to make connections with target audiences across multiple demographics. They will have an appreciation of nature and wellness in the outdoors; a desire to seek out good food, heritage and artisan experiences. Within the 'Lifestyle Leaders' psychographic segment, St Arnaud's primary demographic audiences are:

- Active Couples
- Active Families

Aligned to visitor source markets for the wider Grampians region, visitors will primarily be regional from within a 2-3 hour drive. The target source market for St Arnaud is Melbourne.

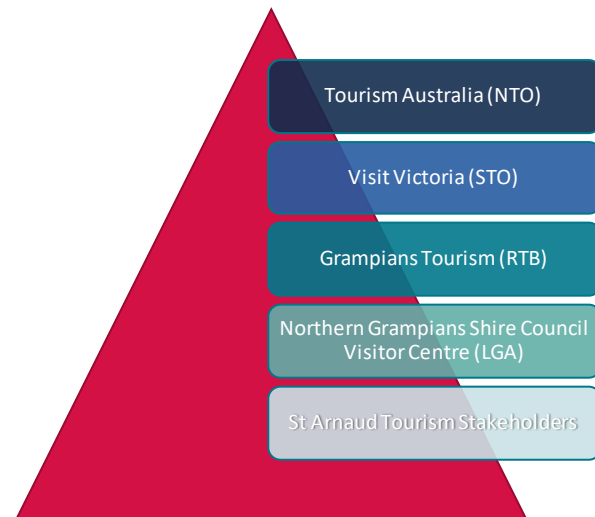
Grampians Tourism describes the mindset of 'Lifestyle Leaders' as:

"Lifestyle Leaders come in all shapes and sizes, across varying socio-economic groups and market segments. They have the means and propensity to travel and purchase at local businesses. They are progressive, curious, socially and technologically active, adhere to and seek status, follow trends and love to advocate.

They are socially active with friends and family and are always looking for something better. They view experiences as life enriching and value the great outdoors, adventure and feeling free."

MARKETING ALIGNMENT

Whilst Covid-19 is impacting tourism beyond any destination's control, the reality is that markets will rebound. Australia will be viewed as a 'safe' destination; a country of amazing natural wonders and unique attractions. Attracting sustainable visitor growth means that new markets will need to be explored. Accordingly, the SATAP needs to consider how it aligns to the tourism messages that Destination Marketing Organisations (DMO's) take to market.



TOURISM AUSTRALIA is the National Tourism Organisation (NTO) and a division of Austrade in the Australian Government. Their role is to influence travel to and within Australia through marketing inspiring content, targeted to High Value Travellers.

VISIT VICTORIA is the State Tourism Organisation (STO). When Australia is in a consideration set for international consumers, V V's role is to position Victoria as an exciting destination with plenty to do. They partner in market with travel agents to enable bookings.

GRAMPIANS TOURISM is the Regional Tourism Board (RTB) in which St Arnaud resides. Primarily, GT's role is to partner with tourism operators and stakeholders to promote inspiring, region-wide itineraries; mostly for a domestic market. Their campaigns channel bookings directly to their members and they provide rich content to support V V's in-market promotions.

NGSC is the Local Government Authority (LGA) responsible for promoting tourism to which St Arnaud

and six other LGA's. Their role is to promote very localised experiences and demonstrate how a visitor can move through the region, aiming to increase length of stay. Their primary market is Melbourne and regional Victoria.

St Arnaud's destination marketing role aims to share authentic storytelling and local knowledge with all DMO partners to raise awareness for St Arnaud and to leverage their significant social audiences.

Quality destination marketing is the responsibility of every service business in St Arnaud which can have a positive impact on visitors. The aim is to reach, inspire and assist visitors early in their planning, making it a seamless experience to choose to visit St Arnaud..

EXPERIENCE THEMES



EXPERIENCE AGRICULTURE

We are a farming town. We love our way of life and we're willing to share the fruits of our labour with others.

EMBRACE NATURE

National Parks and lakes on our doorstep. We are a community that understands wellness in the outdoors.

CELEBRATE HERITAGE

Gold is part of our story. We value our history and are committed to preserving our built environment and our shared origins.

DISCOVER ARTISANS

We nurture creativity in our community to create a vibrancy for our residents and visitors.

Of course, there's much more to life in St Arnaud that will be of interest to visitors. A thorough audit of visitor experiences has revealed four priority themes, which will be used to guide tourism development and destination marketing recommendations for St Arnaud over the life of this tourism action plan.

STAKEHOLDER ENGAGEMENT

OVERVIEW

The NGSC appointed external consultants DTM Tourism to work collaboratively with key stakeholders, including the community to lay the foundation for to grow St Arnaud's tourism economy.

The purpose of phase one of the engagement process was to gaining insights on challenges, opportunities, priority needs, a vision for the future and key themes to guide the development of St Arnaud's unique story (brand).

Phase one engagement activities included:

- 17 x Stakeholder Interviews
- 3 x Site visits to ST ARNAUD tourism attractions
- 2 x Online community surveys (45 responses)
- 4 x Project Control Group (PCG) meetings
- 1 x ST ARNAUD community workshop

Phase 2 Engagement

The purpose of phase two of the engagement process was to test the vision, themes and actions developed in the draft action plan.

Appendix 1: What we heard, details the results of key engagement activities.



STRATEGIC DIRECTIONS



STRATEGIC DIRECTIONS

The St Arnaud Tourism Strategy and Action Plan (SATAP) is designed to guide the community and NGSC in the process of growing the visitor economy and achieving the vision for tourism in St Arnaud over a 10-year period.

TOURISM ASSESSMENT MODEL

DTM has developed a model which recognises nine key components to drive growth in a tourism destination.

Ultimately, activity in each of the focus areas will provide the destination with the best opportunity to implement successful marketing campaigns, which are targeted, visitor centric and can be measured.

Inattention across a range of areas will have a direct impact on the growth of tourism in St Arnaud, i.e. without Compelling Experience enacted through a focus on Product Development, Destination Marketing is diluted through lack of destination appeal.

This model has been used to reconcile the data and community insights in the form of key strategic direction. This strategy has combined element two and nine into one strategic direction.

The following section outlines the eight strategic directions and provides the rationale for action, with the intent that over subsequent years, action plans will be reviewed, analysed and updated budgets applied.



1. FACILITATE STRONG LEADERSHIP

The SATAP for 2022-32 is intended to guide destination development considerations for the NGSC. It is intended that this will be a living document where budgets, responsibilities and delivery are considered nimble, to respond to market changes. The actions in this stage are designed to establish a strategic overview for all further actionable tasks.

Implementing the NGSC's tourism strategic direction requires the establishment of **Local Leaders**, which is equally about resourcing clearly defined tourism roles within the NGSC as it is about identifying community leadership. The most effective tourism outcomes in local government are achieved where council staff responsible for tourism are included in decision making across the LGA, to assess impact of council decisions on the visitor economy.

Facilitating economic development and tourism:

- Identifying capability gaps in community leadership to provide operational support
- Working with stakeholders to increase local employment, and support small business development, startups and innovation
- Supporting the development of tourism hubs

2. BUILD A COMPELLING STORY AND PLACE BRAND

WHY IS IT IMPORTANT TO DEFINE OUR STORY?

Storytelling is the compelling experience that stays with visitors long after they have left a destination. It's also a driver of curiosity which encourages visitors to seek out a destination in the 'dreaming' and 'planning' phase of the purchase cycle. St Arnaud has a rich story to tell, however, currently it's difficult for consumers to engage with online and not adequately told when a visitor finds themselves in town.

Storytelling is owned by the community at a granular level, where authentic content needs to be developed. Currently, the quality of content is a major gap for St Arnaud's community and inadequate to share with Destination Marketing Organisations (DMO). Establishing a program of support for St Arnaud's tourism stakeholders and community groups to understand St Arnaud's Destination Story, whilst providing guidance on how to engage with the narrative in their own communications, will create a critical mass of awareness for St Arnaud's visitor experience promise.

HOW IS OUR STORY TOLD?

A brand is the collection of associations that people have about a product, business or place. Assumptions are made about people by the way they dress, the behavior they exhibit and their personalities. It is the same process which helps consumers to associate with place brands. A place brand helps determine how visitors feel about a destination, and how they would describe it to others. A brand is more than just a logo.

Your brand is uniquely yours and tells your story. It defines your competitive advantage and speaks your truth. Your brand should be consistent wherever customers interact with your destination. This includes its physical location and its online presence, including your website, social channels, signage and all printed marketing materials. Each point at which the customer engages with the brand is a 'touchpoint' where the brand and its promise is reinforced, and the visitor experience and value perception starts to be built.

A consistent brand will help visitors recognise St Arnaud and its visitor experience promise, no matter where they interact or connect with it.

WHAT DOES THIS MEAN FOR ST ARNAUD?

With the transitionary approach to economic diversification being a priority for St Arnaud, tourism is now coming into sharp focus. Investment in tourism infrastructure and experience development is needed and the expectation of tourism outcomes will be high. However, simply building the infrastructure will not ensure visitors will engage with it. To position itself as a destination of choice, St Arnaud now requires a clear and succinct place brand which it can uniquely own. A place brand for St Arnaud is about the experience promise that St Arnaud can take to market, which defines its competitive advantage.

The development of a place brand for St Arnaud will include:

- A memorable tagline
- An inspiring positioning statement
- A compelling story

Stylistically, a place brand for St Arnaud should be complimentary to the visitor experience but designed to appeal to the target audiences of the region developed through a robust process.

2. BUILD A COMPELLING STORY AND PLACE BRAND (Continued)

BUILD A COMPELLING STORY AND PLACE BRAND

SOCIAL MEDIA APPROACH

Social media channels are now a major part of the entire customer journey, delivering content at all stages from Dreaming through to Sharing. As the NGSC plans to take back Visitor Centre operations across the shire in 2022, inspired social media management is a core capability to effective visitor servicing operations and requires dedicated resources, coordination and a content plan.

To establish a tourism voice online for St Arnaud, it is essential that the NGSC increases both the frequency (volume) and relevance (inspiration) of tourism-related social media content, moving to a coordinated and unified approach. Visual assets are needed as a priority, depicting target audiences engaging with St Arnaud's tourism experience.

Establishing memorable #hashtags and @handles for use by all tourism associations and operators in St Arnaud, will build the point of difference that St Arnaud needs as a unique destination with the known Grampians region. Once established, this can be amplified through planning and leveraging digital marketing budgets.

IMPROVE WEBSITE AND BOOKING CAPABILITY

Website capability is a major gap for St Arnaud's volunteer community groups. Limited time and skill results in a poor online experience for visitors. Online bookings at accommodation properties are in place, but the quality of information loaded into portals is relatively limited. Most are not adequately connected with major distribution partners.

There is an immediate need to assist tourism stakeholders with business support to improve the online presence of St Arnaud's tourism experience. When searching St Arnaud online, very few accommodation properties or attractions generate a 1st page search return on Google. The silo and mural art does not appear and neither does the NGSC website, indicating that the Council's site is poorly indexed for Search.

At a minimum, tourism information is needed on the NGSC site. Quality information and storytelling will achieve positive impact in attracting residents and investment. It is not sufficient to include a link to Grampians Tourism as a sole source of information. Linking to GT should be a component of a link strategy that adds value to a visitor experience online.

The Shire of Murray in Western Australia is an example that has two towns in the shire that has developed a clear digital presence to reflect the tourism assets and to drive visitation.

[Visit Dwellingup - Where Trails Meet - Dwellingup](#) - [Destination Murray Pinjarra - Accommodation and Things To Do - Destination Murray](#)

The two sites are managed by the council but are tourism focused. Last year Dwellingup won the "Top Small Tourism Town in Western Australia".

MOBILE FRIENDLY

Over 70% of travellers have done travel research on their mobile. It is essential that all visitor servicing touch points and information are mobile friendly and functionable. Creating visitor servicing content that includes itineraries, trip planners, booking functionality and location activated prompts ensures a seamless experience for a visitor. Mobile devices also hold a range of intelligence that will enable a deeper understanding of customer flow, their customer profile and track engagement and spend. Accessing this data can provide the quantified information that the NGSC requires for planning.

MANAGING CUSTOMER DATA

Customer data is a key region asset, which needs investment across the NGSC. Being able to continue conversations and build relationships with customers, beyond a single 'transaction', is the key to success. By capturing customer data and insights, then sharing these back with industry bodies and operators to use, new opportunities can be revealed and leveraged to increase repeat visitation, drive experience development and become more efficient in region marketing.

3. DEVELOP COMMUNITY BUY-IN

The success of the SATAP relies on the local tourism community and residents alike to understand that tourism is an economic driver which will either directly or indirectly affect their prosperity. The message needs to be relatable for residents. Ultimately, visitors want to experience a destination 'like a local'. We want all St Arnaud residents to value their town and welcome visitors with open arms.

The SATAP should therefore align with the new Tourism Marketing and Communications Plan which promotes local advocacy. This is the opportunity for NGSC with relevant community groups including SCAN, the St Arnaud Community Resource Centre and the St Arnaud Visitor Centre to co-ordinate the messaging of St Arnaud's community groups, that often work in isolation from each other.

Advocacy needs to be co-ordinated through council and communicated through all channels including:

- Council website
- Local group social media pages
- E-newsletters
- Dedicated tourism websites

AMBASSADORS & VOLUNTEERS

Reliance on volunteers in St Arnaud is challenging due to the availability of time for volunteers still in the workforce and the ageing population of St Arnaud. However, visitors rate the social engagement with roving ambassadors and volunteers as making a valuable contribution to their enjoyment of a destination.

St Arnaud is a highly connected community within niche interest groups and the intent of the SATAP is to harness the knowledge of the community, enable positive ways for the community to share their stories and establish a process of recognition for the vital role that ambassadors and volunteers contribute to a vibrant community.

The first step in building strong advocates for St Arnaud is to establish a network of ambassadors, who positively share St Arnaud's tourism value. Their involvement in engaging with visitors may be ad hoc, but they are recognised for their influence in growing St Arnaud's visitor experience. Valuing ambassadors leads to volunteering and commitment of time, which contributes to community wellbeing and positive visitor engagement.

4. PROVIDE QUALITY AMENITIES AND SERVICES

The tourism supply eco-system for St Arnaud is aged and in need of revitalisation to meet the needs of visitors travelling through the region currently and to preempt the needs of an emerging visitor, motivated by the Silo Art Trail and the Pyrenees Wine Region. The priority in the first year, is to attend to WAYFINDING and interpretive signage. This is the low-hanging fruit opportunity to improve the visitor experience in the short term.

5. DEVELOP COMPELLING EXPERIENCES

Developing compelling visitor experiences in St Arnaud starts with understanding the core themes of experience identified in the place brand strategy, assessing the needs of target audiences and identifying gaps.

This strategic direction specifically relates to the four identified GAME CHANGERS for St Arnaud, endorsed by community consultation. In addition, St Arnaud has a competitive advantage to drive visitation from niche interest groups:

- Garden enthusiasts
- Rail heritage enthusiasts

For this reason, restoration of the Edna Walling Garden in Pioneer Park is considered a priority opportunity. Followers of architectural garden design would specifically travel to see a restored Edna Walling design – the only known public park example of her work in Australia.

Rail journeys and heritage is also an emerging experience trend globally. St Arnaud's heritage rail station is of STATE significance to Victoria. There is an opportunity to tell the story of the station and leverage it for rail themed events.

<https://foodandwine.events/event/14727346-a/f-o-o-d-train>

6. CAPABLE TOURISM OPERATORS

Tourism stakeholders in St Arnaud are relatively misrepresented on major platforms because they need better understanding of consumer behavior, general marketing skills, and education to establish partnerships in the wider industry.

Most accommodation suppliers have online booking systems which allow them to be instantly bookable. However, they are not connected to major Online Travel Agents. The compounding risk for St Arnaud as a destination is that it is perceived that there is nothing to do.

The top five St Arnaud experiences on Tripadvisor are:

1. Queen Mary Botanic Gardens
2. Pioneer Park
3. The Bible Museum
4. Wax Garden Conservation Reserve
5. St Arnaud Heritage Trail

HOW TO BUILD CAPABILITY AND INCREASE DISTRIBUTION

Capability building is about taking a tailored approach to tourism industry training to guide businesses to develop refreshed visitor experiences, aligned to the SATAP.

The most effective way to build capability is to undertake one-on-one business mentoring to enhance tourism operations and marketing skills which will establish strong foundations to encourage entrepreneurship and grow reach through new partnerships in the wider tourism sector.

Key objectives of capability building are:

- support new and established businesses in product and service development, trade market-readiness, and business diversification and expansion
- develop the skills and expertise of tourism operators to enhance business productivity;
- encourage and support business collaboration
- prepare businesses to aim for 'best in class' quality assurance to achieve tourism accreditation.

WHY DOES ST ARNAUD NEED IT?

Demonstrating that there is plenty to do through distributing purchasable product online, directly increases visitor volume, creating jobs, increasing regional gross product and driving economic transformation by encouraging visitors to stay longer and do more.

7. VISITOR SERVICING

A foundation of visitor servicing is to be where customers are. This requires the development of new customer engagement points at key nodes throughout the NGSC region. Visitors don't see boundaries in the way that residents or local governments do.

A common misconception is that visitors disengage with traditional visitor servicing in preference to seeking visitor information online. The reality is that visitors require quality visitor servicing both online, in-centre or collocated in businesses or existing Council services. Engaging with authentic locals is a priority need for visitors in new destinations. They seek reinforcement to confirm their online planning from a trusted source. Visitor Centres equally play an important role in welcoming potential new residents to a community.

As NGSC will resume operations of the St Arnaud Visitor Centre in 2022, visitor information will need to consider where social posts link back to content on the current NGSC website and that of Grampians Tourism.

Quality visitor information allows visitors to plan to stay longer, making a direct and positive impact to St Arnaud's visitor economy.

St Arnaud's visitor experiences have a low digital footprint, leading to a perception that there is nothing to do. A quick, simple and effective solution is to create listings for St Arnaud visitor attractions and locations on the Australian Tourism Data Warehouse (ATDW). This is a content aggregator platform which shares content to state and national tourism partners.

<https://atdw.com.au/distributors/current-distributors/>

8. EVENTS

Covid has impacted the ability for regional events to operate since 2020, however, as protocols for event management in respect of Covid are now well defined, preparation for the reintroduction of events, which have the potential to drive visitation, should be considered as part of St Arnaud's marketing strategy.

Events serve the purpose of showcasing a destination experience and spiking visitation at a given moment in time, but with the intent to encourage repeat visitation. Development of tourism events need to align with destination experience themes. Timing should be considered to encourage visitation where accommodation capacity is achievable and/or to leverage awareness of events in neighboring areas.

Festival of St Arnaud <http://www.starnaudfestival.com.au/>

St Arnaud Young Farmers – Harvest Event

St Arnaud Show <https://www.starnaudshow.com/> Victoria's only two-day horse event with show jumping and ring events.

PARTNERSHIPS: Regional Arts Victoria <http://www.rav.net.au>

GAME CHANGER OPPORTUNITIES



MAKING THE MOST OF OUR ASSETS

Creating a vision for tourism development in St Arnaud resides in the need to find a solution to encourage regular visitors passing through St Arnaud to stop, stay and spend, rather than pass through. In a future-focused plan, there is a need to consider and understand the needs of emerging markets who demand fresh and contemporary visitor experiences. GAME CHANGERS are considered as long-term visionary projects which not only reflect the aspirations of the community but are assessed as having merit to enable destination development. Four priority locations have been identified as GAME CHANGERS, that when developed, will create inspired spaces that will benefit the local community as a priority and appeal to visitors.

1. NAPIER STREET RETAIL FACADES
2. QUEEN MARY BOTANIC GARDENS HERITAGE PRECINCT
3. RAILWAY STATION/SILO ART
4. TEDDINGTON RESERVOIR



CASE STUDY – HERITAGE FACADES

THROSSELL STREET REVITALISATION, COLLIE, W.A.

Collie has been undertaking a transformative approach to industry diversification through investment in tourism experiences and infrastructure projects. In 2020-21, The Shire of Collie, in partnership with the WA State Government and local property owners, undertook a streetscape revitalisation project to repair and upgrade historic building façades to boost first impressions for tourists. Heritage architects, H&H Architects, were appointed to design streetscape renders and manage the project delivery to repair and upgrade the façades of 11 buildings. The project involved revitalisation works featuring nostalgic elements including bullnose verandas, ornate detailing and hand-painted signwriting.

BUDGET:

1.1 Million in state funding was contributed to this project, with matched funding from business owners.

OUTCOMES:

The contract for revitalisation was awarded to local builders, creating construction and trade jobs for the life of the project. In addition to investments in Mural Art (Collie is home to the largest dam wall mural in the world) and trails infrastructure, Collie is experiencing significant growth in visitors. The facades project has encouraged visitors to stop and wander the revitalised street. In the short to medium term, it is hoped that investors will consider new retail opportunities in response to increased footfall.



NAPIER STREET FACADES AND RETAIL

CELEBRATE HERITAGE

Our story begins in Gold. We value our heritage and are committed to preserving our built environment and our shared origins.

DESCRIPTION

One of the highlights of St Arnaud is the unique architecture in Napier Street, however, facades, balconies and verandahs have fallen into disrepair. A program of repair creates a first and lasting impression.

COMMUNITY FEEDBACK

- Restoration of signage for buildings at entry points would lessen the impression that the buildings are rundown
- Illuminated signage would create vibrancy at night, e.g., Farmers Arms
- Hard to implement. Buildings are privately owned. Time is of the essence.

PROJECT PRIORITY - HIGH

Project Managers for the Central Victorian Goldfields World Heritage Bid, have advised that there is a competitive advantage for St Arnaud as a historic town compared to other regions in the Central Goldfields and the Grampians. They regard St Arnaud to be the best example of a complete heritage town in the Grampians. Whilst the town may not have locations that would meet World Heritage assessment criteria, it would be well positioned to fulfill visitor expectations of a heritage town and therefore draw high visitation from the promotion of a World Heritage trail.

A program of restoration is recommended. The NGSC is encouraged to take a lead role in developing a heritage architectural master plan, required to source grant funding and private investment. It is recommended that the NGSC leads a visioning workshop to understand the will of current owners to participate in the restoration program, demonstrating the benefit of façade restoration, contributing to higher quality retail and rents.

St Arnaud Structure Plan - Emerging Themes

Enhance the lifestyle, character and heritage features that make St Arnaud special.

QUEEN MARY BOTANIC GARDENS HERITAGE PRECINCT

CELEBRATE HERITAGE

Our story begins in Gold. We value our heritage and are committed to preserving our built environment and our shared origins.

DESCRIPTION

The southern end of Napier Street is St Arnaud's opportunity to create a first impression of an attractive heritage town for visitors. Creating a heritage precinct that connects the Queen Mary Botanic Gardens to the Visitor Centre in the Crown Land Office, Courthouse, Shire Hall, Fire Station and Botanical Hotel will create a linger zone for visitors to stop and explore. Activation at night could include projections and food truck events.

COMMUNITY FEEDBACK

- Landscaping is a priority
- Seating and covered picnic areas are needed
- Story telling interpretive signage is needed throughout the park and adjacent to heritage buildings
- Restoration of the Botanical Hotel façade is needed

PROJECT PRIORITY – MEDIUM

It is recommended that the NGSC undertakes a beautification and activation plan for the precinct to include additional alfresco seating, landscaping, public art and wayfinding at the primary entry point from Melbourne via Sunraysia Hwy to create a welcoming, first impression to St Arnaud. Visitor Centres are most successful when co-located with an attraction and/or on a primary access route. This area could be an active zone for community as well as visitors. Improving public amenities in the Queen Mary Botanic Gardens is recommended to delineate a heritage zone of interpretive walkways, starting at the Visitor Centre and ending at the Historical Society, encouraging visitors to stop, linger and spend, rather than moving on.

The NGSC is encouraged to develop a wayfinding trail which will communicate St Arnaud's rich heritage story and drive a high visitor perception and value when linked to the Raillery Gallery and Silo Art Trail in addition to the heritage precinct circuit.

St Arnaud Structure Plan - Emerging Themes

Create the opportunities to expand the network of high-quality public spaces.



RAILWAY STATION/ SILO ART

DISCOVER ARTISANS

We nurture creativity in our
community to create a
vibrancy for our residents and
visitors

DESCRIPTION

The St Arnaud Railway Station and Raillery Hub has been developed as a gallery for artists to showcase their art and also provides a retail outlet for local produce and handicraft. It is in close proximity to two Silo Art and Street Mural locations but is currently disconnected as a visitor experience.

COMMUNITY FEEDBACK

- Landscaping is a priority
- Supportive of precinct development
- Signage is important for all murals in St Arnaud

PROJECT PRIORITY - HIGH

Creating a precinct starting point for the St Arnaud Mural Trail at the Raillery Hub will drive visitors to a key attraction and a linger zone which defines a core competitive advantage for St Arnaud, contributing to positive consumer perception and valuing of the creative community.

A wayfinding Mural Trail, creates dispersal through town leading to increased footfall and support for local businesses. As a priority experience for St Arnaud, it is recommended that the NGSC invests in quality images and collateral for distribution at the St Arnaud Visitor Centre immediately.

Collaborating with St Arnaud's artistic community groups to develop a proposal for interpretive wayfinding is recommended as a priority for the relevant council officer. QR coded content for additional storytelling would appeal to target audiences.

St Arnaud Structure Plan - Emerging Themes

Explore opportunities to enhance the 'Gateway Experience' into town



KARA KARA NATIONAL PARK

EMBRACE NATURE

National Parks on our doorstep. We are a community that understands wellness in the outdoors.

DESCRIPTION

Water and nature-based tourism activity have been identified by the community as being of high value to enhance livability in St Arnaud and surrounds. Development of this kind is a priority focus for Visit Victoria and Teddington Reservoir is currently being investigated as an opportunity to develop tourism infrastructure, including recognition of its cultural significance.

COMMUNITY FEEDBACK

- Additional recreational water locations and supporting infrastructure/facilities to cater for the surrounding communities and increased tourism. Walkers Lake is not adequate.
- We need a lake with proper amenities and powered sites; this will provide accommodation and a reason for travelers to hang around.
- Mountain bike track with accommodation, more natural bush guiding and camping.
- Refill Teddington Reservoir.

PROJECT PRIORITY – MEDIUM

Parks Victoria has advised an update on the progress on this project. Joint management assessment is underway, however a time-frame is undetermined. The project will include upgrades to camp sites and facilities. Cultural Heritage opportunities exist in the park. 4WD and walking trails are of good quality.

The recommendation is that the NGSC works with Parks Victoria to facilitate water management to the top dam. Improved experience will create an attraction for St Arnaud and Stuart Mill, which will align to core tourism markets for the Grampians region, specifically active families and visitors motivated by the awareness of the Grampians trails.

The management of the National Park is done in conjunction with the Dja Dja Wurrung Clans as part of a land use agreement. This provides the opportunity to introduce indigenous tourism product to the park and to the region in general. The NGSC is currently progressing the Reconciliation Action Plan and this could be the vehicle to introduce the indigenous tourism opportunities across the region which are an important pillar in driving visitation and understanding.

St Arnaud Structure Plan - Emerging Themes Enhance

St Arnaud's unique landscape setting connection to the State Parks.

ACTION PLANS



1. LEADERSHIP

Items 1.1 to 1.4 are tasks for both Stawell and St Arnaud

REF	TASK	ASSIGNED	SHORT TERM 2022-25	MID TERM 2032-27	LONG TERM 2028-2032
1.1	Delegate relevant council staff to establish a tourism mentoring program to assist the officer with the execution of the SATAP	NGSC			
1.2	Foster collaboration between community local leadership, Grampians Tourism (GT) and the NGSC through the establishment of a Tourism Advisory Committee (TAC) as a function of Council but driven by local leaders	NGSC			
1.3	Develop a Visitor Intercept Survey to map the visitor 'information' journey, including their preferred method of visitor information consumption, so that we can reach more visitors that come to NGS	NGSC			
1.4	Establish a quantified tourism growth target for the 10-year strategy based on projected accommodation capacity	NGSC			
1.5	Engage with Yarriambiack Shire Council to leverage opportunities between St Arnaud's Street Mural Trail, accommodation supply and visitor demand for the Silo Art Trail	NGSC			
1.6	Engage with the Pyrenees Grape Growers & Winemakers (PGW) to leverage opportunities between St Arnaud's Street Mural Trail and visitor amenities with visitor supply gaps to experience the Pyrenees Wine Region	NGSC			

2. STORYTELLING AND PLACE BRAND

Items 2.1 to 2.3 are tasks for both Stawell and St Arnaud

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
2.1	Develop a place brand strategy, including the development of new brand elements and assets	NGSC			
2.2	Review collateral needs at St Arnaud Visitor Centre and reproduce with a new St Arnaud place brand, aligned to NGSC style guide	NGSC			
2.3	Develop a Tourism Marketing and Communication Plan incl: i. content and social media plan, including PPC strategy to increase website traffic ii. budget to procuring visual assets, specifically in videography and imagery to target active families and adult couples, which can be shared with tourism stakeholders and DMO's to promote St Arnaud visitor attractions iii. Consolidate all tourism content for St Arnaud and consider a network site structure to point a www.visitstarnaud.com.au domain to a St Arnaud tourism microsite. iv. Establish new social accounts as #visitstarnaud and @visitstarnaud	NGSC			

2. STORYTELLING AND PLACE BRAND (CONTINUED)

Items 2.4 to 2.7 are tasks for both Stawell and St Arnaud

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
2.4	Implement 'St Arnaud's Destination Story' across all channels and share with DMO partners and tourism stakeholders	NGSC/GT			
2.5	Develop and deliver a local business support program – Visitor Inspiration Partner (VIP) that enables tourism businesses to implement quality storytelling content outcomes in support of St Arnaud's place brand and destination story	NGSC			
2.6	Engage with Grampians Tourism to share content on www.visitgrampians.com.au and support tourism industry familiarisations	NGSC/GT			
2.7	Implement training for the relevant council officer to load content for all NGSC tourism assets and locations on the Australian Tourism Data Warehouse (ATDW), connecting to Visit Victoria, Visit Grampians and national distribution partners	NGSC			

3. COMMUNITY BUY-IN

Items 3.1 to 3.3 are tasks for both Stawell and St Arnaud

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
3.1	Release St Arnaud's new tourism direction with community briefings and PR releases	NGSC			
3.2	Develop a 'Local Legends' Ambassador Program for community members who can add value to visitor experience at key locations eg: the Raillery Hub and Historical Society Museum	NGSC			
3.3	Grow the network of NGSC volunteers to experience tourism as a new volunteering opportunity at the St Arnaud VC	NGSC			

4.

AMENITIES AND SERVICE

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
4.1	Undertake a wayfinding audit to include directional and interpretive signage	NGSC			
4.2	Family-friendly accommodation is a major gap in St Arnaud. An audit of accommodation supply and visitor projections is needed to support new accommodation development prospectus.	NGSC			
4.3	Investigate a location for a 2nd caravan park with intent to include chalet accommodation, meeting the needs of regional workers	NGSC			
4.4	Develop an annual visitor survey to identify retail, dining and hire services gaps in preparation for a business start-up prospectus to attract new business investment in St Arnaud	NGSC			
4.5	Investigate Community wellness public amenity upgrades to include restoration of walk paths, accessible toilets in public parks, water re-fill stations near major attractions	NGSC			
4.6	Investigate a pet-friendly exercise park and coffee station in upgrades to Pioneer Park to encourage visitors with pets to stop	NGSC			
4.7	Establish defined entry statements on major highway approaches to St Arnaud with place branding and sustainable landscaping. Visitors should understand they are entering a heritage town	NGSC			

5. COMPELLING EXPERIENCES

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
5.1	Develop a master plan for the activation of the Botanical Gardens Heritage Precinct	NGSC			
5.2	Engage heritage architects to develop renders for Napier Streed Façade restoration	NGSC			
5.3	Facilitate digital storytelling experience development, collateral and image assets for the St Arnaud Mural Trail in partnership with Artspace	NGSC			
5.4	Partner with the St Arnaud Historical Society to develop a restoration plan for the Edna Walling Garden in Pioneer Park	NGSC			
5.5	Support the Raillery Hub to develop an annual rail-themed event for St Arnaud	NGSC			

6. CAPABLE TOURISM OPERATORS

Items 6.1 to 6.3 are tasks for both Stawell and St Arnaud

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
6.1	Support Grampians Tourism to introduce a capability building program to mentor tourism operators in the improvement of their online visibility and distribution partnerships	NGSC / GT			
6.2	Establish internal protocols which can assist new tourism startups in the NGSC to navigate LGA and State approvals, and connect with priority tourism support services including Grampians Tourism and VTIC	NGSC / GT			
6.3	Establish a library of visual assets that St Arnaud tourism stakeholders can access for the purpose of sharing quality content for St Arnaud's priority tourism attractions	NGSC			

7. VISITOR SERVICING

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
7.1	Establish processes to manage visitor data tracking. Door counts and simple post code data collection will provide a starting point in year 1 which can be easily managed by volunteers	NGSC			
7.2	Work with local media and community groups to share positive experiences which encourage new volunteers to join the St Arnaud Visitor Centre	NGSC			
7.3	Establish a static visitor servicing co-location at the Raillery Hub in partnership with Artspace, engaging local ambassadors to interact with visitors	NGSC			
7.4	Evaluate visitor journey data to establish priority distribution locations for visitor information collateral and static displays	NGSC			
7.5	Source merchandise from across the Northern Grampians; specifically, art, curios and local produce to generate additional retail revenue for St Arnaud VC	NGSC			

8. EVENTS

REF	TASK	ASSIGNED	SHORT TERM 2022-24	MID TERM 2025-27	LONG TERM 2028-32
8.1	Support event organisers to navigate permit and approval requirements and achieve compliance	Events/ NGSC			
8.2	Establish a communication protocol between event organisers and NGSC to share PR and events information through NGSC owned channels	NGSC / Events			
8.3	Support niche community groups to plan new event concepts in advance, to take advantage of grant funding opportunities	Events/ NGSC			
8.4	Develop an events strategy to showcase the regional assets of Gold and Agriculture together with nature-based forums and conferences	NGSC			

Appendix 1: WHAT WE HEARD

St Arnaud Engagement Plan – Phase One and Two

Engagement Activity	Numbers of people engaged
Stakeholder Workshop	17
Site visits to St Arnaud tourist attractions x 3	25
Online surveys x 2	45
St Arnaud community workshop	15
St Arnaud Expo (on site @ Market Square)	15
POZI comments wall	10
Written submissions	2
Total people engaged in the draft	122

Phase 1: COMMUNITY WORKSHOP, WHAT WE HEARD

In February 2022, approximately 15 people participated in a community workshop in the Perry Room in St Arnaud.

The following outlines findings from the workshop.

Q. Which words would you use to describe St Arnaud and its culture?

- Historic streetscapes
- Surrounded by bush
- Gardens
- Pretty
- Architecture is in good repair and representative of the town
- Central, easy access, good place to stop

Q. Which words would you use to describe the people of St Arnaud (the community)?

- Friendly,
- Accepting of others, welcoming,
- Long history and traditional, proud, helpful

Q. Which words would you use to describe life in St Arnaud?

- Relaxed
- Appeals to diverse interests
- Opportunity for families
- Sports and great community facilities
- Safe

Q. Which three values do you think define St Arnaud and its community?

- Proud – Caring – Passionate = Advocates

Q; What's the one thing holidaymakers don't know about St Arnaud that you wish they did?

- Place where you want to be... There's a lot to like...

Q. Thinking about neighbouring regions or shires, what sets St Arnaud apart?

- Good supermarket
- Best Gardens
- Caravan Park
- Surrounded by bush
- History
- Climate

Q. Imagine St Arnaud in 50 years' time. How do you hope it will be described?

St Arnaud:

- Flourishing
- Great place to stay and live
- Has maintained its value in heritage
- Shops only on Sunday

Phase 1: COMMUNITY WORKSHOP, WHAT WE HEARD (continued)

PRIMARY Themes of Experience

- Heritage
- Artisan
- Nature-based
- Agritourism

SUPPORTING Themes of Experience

- Food and wine
- Parks and gardens
- Shopping and markets
- Self-drive
- Events



Phase 1: COMMUNITY WORKSHOP, WHAT WE HEARD (continued)

There are multiple experiences which align to these themes; however, St Arnaud suffers from a distinct lack of online content to allow potential visitors to plan their visit and ideally, stay for a few days. A clear understanding of the visitor experiences within core themes determines the imagery and videography that is needed to promote St Arnaud. The list, whilst not exhaustive, provides topics which can shape a social media plan and highlights gaps where inspiring content needs to be created that includes relevance for priority target audiences in destination marketing.

HERITAGE

- Walking Tours
- Photography Tourism
- Interpretive Signage
- Driving Tours
- Gardens (Eg Pioneer Park)
- Built Heritage
- Natural History
- Pebble Church
- Love's Cottage
- Gold Mining Trail
- Historic Flour Mill
- Gold Prospecting

ARTISAN

- Raillery Hub
- Silo Art
- Cast Iron Lace
- Murals
- Mosaic Wall
- Artists of Note
- Art Show in September
- Orchid Show
- Musicians – Brass band and Pipe band, buskers
- Country Music Events and Festival

NATURE

- Mountain Bikes Trails
- Kara Kara National Park
- Wax Gardens
- Lookouts
- Wildflowers
- Public Gardens
- Geocaching
- Walkers Lake
- Teddington Reservoir

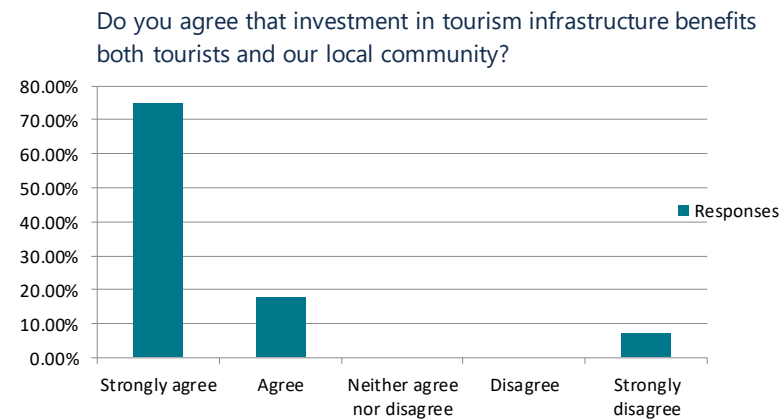
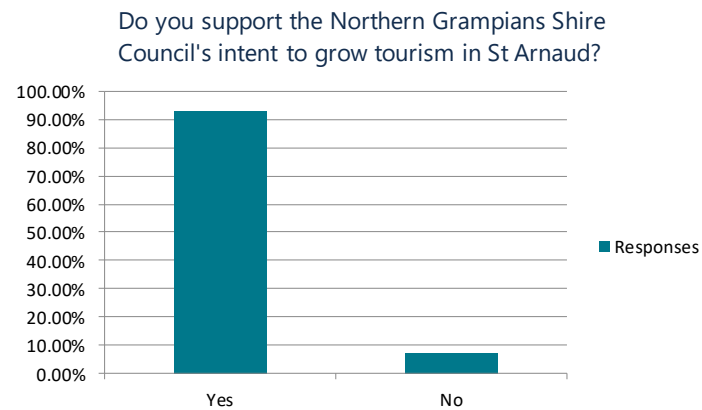
AGRITOURISM

- Redbank Alpacas
- Kara Kara Winery
- Canola Blooms
- Events – Young Farmers
- Agricultural Show
- Farmstay – to be developed
- Harvest Festival
- Uncle Bob's Producers Market
- Olive Groves
- Farmgate Producers

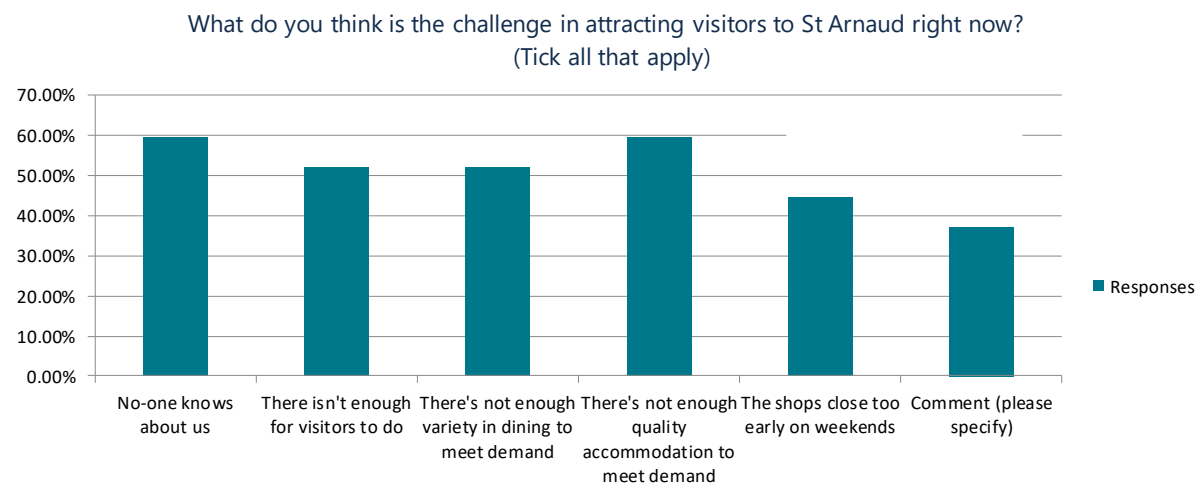
Phase 1: COMMUNITY SURVEY: WHAT WE HEARD

In January 2022, 28 people completed a project survey. The purpose of the survey was to identify opportunities and challenges around growing the visitor economy in St Arnaud.

The following outlines the survey findings.

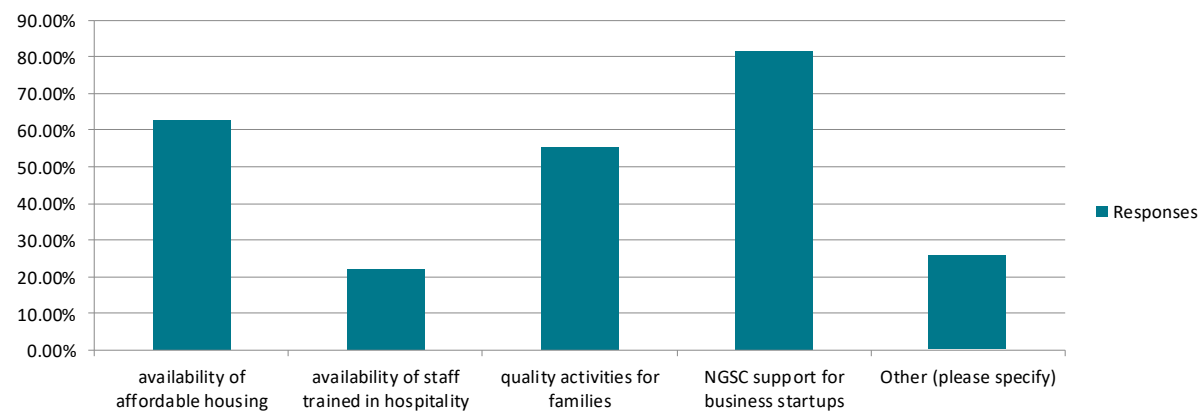


Phase 1: COMMUNITY SURVEY: WHAT WE HEARD



Phase 1: COMMUNITY SURVEY: WHAT WE HEARD

What do you think would encourage new businesses to open in St Arnaud?



Phase 2 Engagement Outcomes

Over May-June 2022 Council invited the community to provide feedback to the draft St Arnaud Tourism Strategy and Action Plan. Council received four respondents.

What we heard	Response
Pebble Church committee pleased with the inclusion of the church in the plan and would suggest using pictures of it as it is a very unique building.	Included a picture of the Pebble Church
What role is SCAN playing in implementation of task identified.	Council commitment to engage with a broad range of community groups as necessary.
Council should advocate for recreational water such as Teddington Reservoir or Walkers Lake.	Strengthen reference of water and nature-based tourism.



9.3. Providing Sustainable Infrastructure

Nil

9.4. Improve Organisational Effectiveness

9.4.1. Formal Road Naming - Fleetwood Smith Way

Author/Position: Mary Scully, Manager Governance and Civic Support

Purpose

To formally name an unnamed road as Fleetwood Smith Way.

Summary

Council is asked to consider formally naming an unnamed road off King Street and Hill Street, Stawell. To meet with statutory requirements for naming places in Victoria, Council recently gave public notice of its intention to name the unnamed road as Fleetwood-Smith Loop. Due to objections received and a request from Geographic Names Victoria to remove the hyphen from the name to make it easier for emergency services to locate the road, Council is now asked to consider naming the road as Fleetwood Smith Way.

Recommendation

That Council names the unnamed road off King Street and Hill Street, Stawell as Fleetwood Smith Way.

RESOLUTION

That Council names the unnamed road off King Street and Hill Street, Stawell as Fleetwood Smith Way.

Moved: Cr Murray Emerson

Seconded: Cr Trevor Gready

Carried

Background/Rationale

Council is the road naming authority for local roads in accordance with Schedule 10 of the *Local Government Act 1989* which empowers Council to name roads. Any road naming must be in accordance with Geographic Place Names legislation.

At its meeting on 4 April 2022, Council resolved to go out to the community for public consultation with the name Fleetwood-Smith Loop. This name is in recognition of Leslie O'Brien "Chuck" Fleetwood-Smith who was born and raised in Stawell. Mr Fleetwood-Smith was a "wayward genius" of Australian cricket during the 1930s. He was a bowler who could spin the ball harder than any of his fellow peers, was considered as the Shane Warne of his era and was regarded as a rare talent. The family was also well known in the district for their long involvement with the local newspaper and for Mr Fleetwood Smith's (Chuck's father) association with the organising committee of the Stawell Gift.

During the public consultation period two comments were made on council's social media commending council for giving recognition to a great sportsperson.

Two formal submissions were received objecting to the use of the road type "Loop". Both objectors considered this road type to be inaccurate. Council officers sought Geographic Names Victoria's advice on this matter and although GNV initially noted that the road loosely resembled a loop, it has now recommended the road type be changed to 'Lane' or 'Way' due to the concerns raised.

One submission from a nearby resident stated that they strongly objected to the name Fleetwood-Smith and asked that Council consider an alternative name, Thurgood Road in recognition of George Lawrence Thurgood. Mr Thurgood was born and lived in Stawell and was a respected towns person and landowner. He served the community and owned and operated the Butchers shop in Main Street from 1921 until 1948.

Council officers also sought and received support from the family of Mr Fleetwood-Smith on the proposal and more recently approved removing the hyphen from the road name to meet requirements under Principle K in the *Naming rules for places in Victoria*.

Legislation, Council Plan, Strategy and Policy Implications

Local Government Act 1989

Geographic Place Naming Act 1998

Naming rules for places in Victoria

Council Plan 2022-25 – Improve Organisational Effectiveness

Options**Option 1**

To name the unnamed road off King Street and Hill Street, Stawell as Fleetwood Smith Way or Fleetwood Smith Lane.

Option 2

To go out for further public consultation with a poll for the community to vote for the road type.

Option 3

That Council goes back out to the community for public consultation with an alternative name.

Implications

The subject matter has not raised any sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/gender equality, privacy, risk management, budgetary and asset management implications.

Finance - The naming of roads incurs administration, advertising and signage costs.

Risk Management - The naming of roads is a means to minimise risk and ensure the prompt delivery of emergency services.

Asset Management -The level of service will not increase as a result of the road being formally named. Signage will be arranged.

Procurement

Not applicable

Community Engagement

Community consultation is an important part of the place naming process, providing any interested persons with an opportunity to comment prior to the road being formally named. Public notice was given in the Stawell Time-News, The Weekly Advertiser, on social media and on council's website inviting comment. Letters were also sent out to all nearby residents inviting feedback on the proposal.

Two submissions were received and circulated to Councillors for their consideration.

Innovation and Continuous Improvement

Not applicable

Collaboration

Not applicable

Officer's Declaration of Interest

All officers providing advice to Council must disclose any interests, including the type of interest.

Mary Scully, Manager Governance and Civic Support

In providing this advice as the author, I have no disclosable interests in this report.

Attachments

Nil

9.4.2. Stawell Grampians Gate Caravan Park Lease

Author/Position: Kylie Allen, Risk and Lease Management Officer

Purpose

The purpose of this report is for Council to enter into a formal lease with Braaaauer Management Pty Ltd for the Stawell Grampians Gate Caravan Park for a five year term with options of two further five year terms and one further six year term.

Summary

Braaaauer Management Pty Ltd is the current tenant of the Stawell Grampians Gate Caravan Park with a *Crown Land (Reserves) Act 1978* 17D (Retail) lease expiring 29 February 2032 and has requested approval for a new 21 year lease to ensure their future and continued investment at the caravan park. This report is to initiate the approval process in compliance with the *Local Government Act 2020* s115(3).

At its meeting on 7 February 2022 Council resolved to give public notice of its intention to enter into a lease with Braaaauer Management Pty Ltd and invited submissions in accordance with section 223 of the *Local Government Act 1989*. Public notice was given in the Stawell Times News on 16 February 2022 and on the council website. No submissions were received.

Recommendation

That Council:

1. enters into a new lease with Braaaauer Management Pty Ltd to provide continued investment in the Stawell Grampians Gate Caravan Park,
2. authorises the Mayor and Chief Executive Officer to sign the relevant lease documents as agreed by all parties.

RESOLUTION

That Council:

1. enters into a new lease with Braaaauer Management Pty Ltd to provide continued investment in the Stawell Grampians Gate Caravan Park,
2. authorises the Mayor and Chief Executive Officer to sign the relevant lease documents as agreed by all parties.

Moved: Cr Kevin Erwin

Seconded: Cr Eddy Ostarcevic

Carried

Background/Rationale

Braaaauer Management Pty Ltd became tenants of the Stawell Grampians Gate Caravan Park on 7 April 2014 and have since made a significant financial contribution to the park improvements. The tenant wishes to enter into a new lease to ensure the value of their investment and provide value to any future tenants of the park.

On 5 March 2021, council received a formal request from the tenant for a new 21 year lease to be negotiated to ensure their 'future and continued investment and expenditure in the caravan park'. New lease negotiations involved a market rental valuation being undertaken and terms being five years plus two x five years and one x six years. The costs associated with the establishment of a new lease will be the responsibility of the tenant.

The Department of Environment, Water and Planning granted 'Approval in Principle' for the proposed new lease on 16 December 2021.

A review of essential terms of the current lease has been undertaken with no evidence of default on payments and compliance requirements.

The officer has been in regular contact with the tenants who have now agreed to the lease wording in the attached document. **(Attachment)**

Legislation, Council Plan, Strategy and Policy Implications

Local Government Act 1989 s223

Local Government Act 2020 s115

Crown Land (Reserves) Act 1978 s17D

Options

That Council enters into a new 21 year lease with Braaaauer Management Pty Ltd for the Stawell Grampians Gate Caravan Park. **[recommended]**

That Council does not enter into a new 21 year lease with Braaaauer Management Pty Ltd for the Stawell Grampians Gate Caravan Park. **[not recommended]**

Implications

Any identified sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/privacy, risk management, budgetary and asset management implications have been addressed in this report.

The subject matter has not raised any sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/gender equality, privacy, risk management, budgetary and asset management implications.

Procurement

Not applicable

Community Engagement

In line with the council Community Engagement Policy, engagement was undertaken by giving public notice in local newspapers and the council website. Council is required to consider any submissions received prior to making a formal decision to enter into a lease. No submissions were received.

Innovation and Continuous Improvement

Not applicable

Collaboration

Not applicable

Officer's Declaration of Interest

All officers providing advice to Council must disclose any interests, including the type of interest.

Kylie Allen, Risk and Lease Management Officer

In providing this advice as the author, I have no disclosable interests in this report.

Attachments

1. SGGCP Lease [9.4.2.1 - 57 pages]

Lease

The Landlord as named in Item 1 of Schedule 1

and

The Tenant as named in Item 2 of Schedule 1

DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Recitals

This Lease is made on 2022_____

between

the Landlord named in Item 1

and

the Tenant named in Item 2

Recitals

- A. The Land is as described in Item 4.
- B. The Landlord has been appointed by the Minister as the Committee of Management of the Land under s 14 of the Act and has power to enter into this Lease under the Applicable Leasing Power.
- C. The Landlord has agreed to grant to the Tenant a lease to use the Premises in accordance with the terms and conditions set out in this document.

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Schedule 2 Special Conditions

Attachment 1 – Plan of Premises

Operative Provisions (Clauses)

1. Definitions and Interpretation

1.1. Definitions

In this Lease unless otherwise indicated by the context or subject matter:

Act means the Act specified in Item 3.

Applicable Leasing Power means the leasing power at Item 3.

Associates means:

- (a) any officer, employee, agent, contractor, subcontractor, consultant, adviser, invitee, licensee or servant of a party to this Lease, to the extent that such person or entity is performing an act or a function directly related to the Lease; and
- (b) only where the Landlord is the Minister, includes the Crown in right of the State of Victoria and any other person, committee or delegate (including any Government Agency or statutory body corporate or committee for the time being responsible for the administration, care and management of the Land) from time to time responsible for carrying out functions under the Act, the functions of the Landlord under this Lease or emergency management functions.

Authorised Representative means in respect of:

- (a) the Landlord, the person whose details are set out at Item 1; and
- (b) the Tenant, the person whose details are set out at Item 2;

authorised by the relevant party to give and receive Notices on its behalf.

Bank Guarantee means the bank guarantee, if any, specified in Item 14 and as a Special Condition.

Business Day means any day that is not a Saturday, Sunday or a public holiday in Melbourne, Victoria specified under the *Public Holiday Act 1993 (Vic)*.

Claim includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding and right of action.

Clause means any obligations set out in the Operative Provisions.

Code of Practice means any code of practice prepared by a Government Agency or any relevant industry body expressly relating to the care, maintenance and use of the Premises or the carrying out of the Permitted Use on the Premises.

Commencement Date means the date on which this Lease commences set out in Item 7.

Contaminant or Contamination means anything (including without limitation a solid, a liquid, a gas, an odour, temperature, sound, vibration or radiation) which makes or may make the Premises, the Land or the Environment:

- (a) unsafe or unfit for humans or animals;

Operative Provisions (Clauses)

- (b) degraded in any way, including in its capacity to support plant life;
- (c) materially diminished in value; or
- (d) assessable as being in a condition that contravenes the *Environment Protection Act 1970* or successor Acts of Parliament.

Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever including where appropriate and without limitation, all legal fees.

Crown means the Crown in right of the State of Victoria.

Environment means the physical factors of the surroundings of, human/non-human life forms, including without limitation the land, soil, plants, habitat, waters, groundwaters, atmosphere, climate, sounds, odours, tastes, biodiversity and the social and aesthetic values of landscapes. In this Lease the Environment includes without limitation the Environment around the Land.

Environmental Management means the environmental management referred to in Clause 28.

Environmental Management Plan means the environmental management plan referred to in Special Condition 6.3.

Environmental Report means the environmental report referred to in Special Condition 6.2 describing the condition of the Premises as at the Commencement Date.

Essential Term means an essential term of this Lease as set out in Clause 21.7.

Further Term means the further term or terms, if any, set out in Item 13.

Government Agency means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity or authority and includes a Minister of the Crown or the Commonwealth of Australia and any person, body, entity or authority exercising a power under an Act of Parliament.

Governor in Council means the Governor in Council of the Crown.

GST means the Goods and Services Tax as defined in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).

Guarantor means each Guarantor (if any) who guarantees the performance by the Tenant of its obligations under this Lease.

Insolvency Event means the happening of any of these events or anything similar to any of these events:

- (a) an order is made that a body corporate be wound up or an order appointing a liquidator or provisional liquidator in respect of the body corporate is made, or a liquidator or provisional liquidator is appointed whether or not under an order;

Operative Provisions (Clauses)

- (b) except to reconstruct or amalgamate while solvent on terms approved by the other party, a body corporate enters into or resolves to enter into a scheme of arrangement or composition with or assignment for the benefit of all or any class of its creditors or it proposes a re-organisation, moratorium or other administration involving any event;
- (c) a body corporate resolves to wind itself up or otherwise to dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party or is otherwise wound up or dissolved;
- (d) a body corporate is or states that it is insolvent;
- (e) as a result of the operation of s 459F(1) of the *Corporations Act 2001*, a body corporate is taken to have failed to comply with a statutory demand;
- (f) a body corporate is or makes a statement from which it may be reasonably deduced by the other party that the body corporate is the subject of an event described in s 459(C)2b or s 585 of the *Corporations Act 2001*;
- (g) a body corporate takes any step to obtain protection or is granted protection from its creditors under any applicable legislation, or an administrator is appointed to a body corporate;
- (h) a receiver or a receiver and manager is appointed to a body corporate;
- (i) a person becomes insolvent under administration as defined in s 9 of the *Corporations Act 2001* or action is taken that would result in that event; and/or
- (j) a person becomes bankrupt.

Item means an item of Schedule 1.

Land means the land described at Item 4 and includes a Stratum of Land.

Landlord means the Landlord named in Item 1 and, where appropriate, the authorised delegate of the Landlord and the person for the time being entitled to the reversion immediately expectant upon the determination of the Term.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or local law, present or future, and whether State, Federal or otherwise.

Lease means this lease and includes all schedules, appendices, annexures and exhibits to it.

Major Works means all works to the Premises that are not Minor Works.

Minister means the Minister of the Crown for the time being responsible for the Act and includes the Minister's successor in law or such other Minister of the Crown or Government Agency to whom responsibility for this lease may at any time be given and, where appropriate, the authorised delegate of the Minister and the person for the time being entitled to the reversion immediately expectant upon the determination of the Term.

Operative Provisions (Clauses)

Minor Works means:

- (a) any non-structural works to the Premises; and
- (b) structural works to the interior of the Premises.

Notice means any notice or other communication in writing.

Outgoings means all existing and future rates and taxes, duties, charges, assessments, levies, impositions and outgoings now or at any time imposed, charged or assessed on or against the Premises or the Landlord or the Tenant or payable by the owner or occupier of the Premises and any charges payable under the Act or any other Act (Commonwealth or State) or any regulations under any Act.

Permitted Use means the use of the Premises set out in Item 10.

Plan of Premises means the plan of the Premises at Attachment 1.

Plan of Stratum means the plan of the stratum of Land at Attachment 1(b), if relevant.

Premises means the premises as shown on the Plan of Premises and described in Item 5, and includes without limitation any services at the Premises pertaining to the utilities.

Rent means the Rent set out in Item 8.

Requirement includes any requirement, Notice, order, direction, recommendation or similar notification given by any Government Agency or issued under any Law, whether in writing or otherwise, irrespective of to whom the Requirement is addressed or directed.

Retail Act means the *Retail Leases Act 2003*.

Review Date means the review date(s), if any, specified in Item 9.

Security means the security referred to in Clause 27, being of the type and for the amount specified in Item 14, if any.

Security Deposit means the security deposit, if any, specified in Item 14.

Special Conditions means any obligations set out in Schedule 2.

State means the State of Victoria.

Stratum of Land means a part of land consisting of a space of any shape, below on or above the surface of the land, or partly below and partly above the surface of the land, all the dimensions of which are limited.

Supplier means the party who gives a *taxable supply* under this Lease (where the expression in italics has the meaning given in the GST Act).

Tenant means the Tenant named in Item 2, and includes, where appropriate, its employees, agents, contractors or other authorised persons and in the case of a:

Operative Provisions (Clauses)

- (a) corporation, includes the Tenant, its successors and permitted assigns; and
- (b) natural Person, includes the Tenant, the Tenant's executors, administrators, permitted assigns and invitees.

Tenant's Improvements means all buildings, structures, fixtures, fittings, plant, equipment, partitions, signs or other material or articles and chattels of all kinds which are at any time erected or installed by the Tenant in or on the Land, including without limitation all Major Works and Minor Works constructed by the Tenant on the Premises.

Term means the term of this Lease set out in Item 6 commencing on and from the Commencement Date.

Valuer General means the holder of the office of Valuer General under the *Valuation of Land Act 1960*.

1.2. Interpretation

In this Lease, unless the context otherwise requires:

- (a) a reference to this Lease or any other document referred to in this Lease includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) headings and the table of contents to this Lease are for guidance only and do not affect the interpretation of this Lease;
- (e) a reference to a person includes a firm, a body corporate, an unincorporated association or a responsible authority, as constituted from time to time;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, assigns, employees, servants, agents, consultants, contractors, advisers, financiers, subcontractors, licensees and invitees;
- (g) a reference to any professional body, association or institute includes any succeeding body, association or institute with similar objects;
- (h) if reference is made to any person, division, body or Government Agency and that person, division, body or Government Agency has ceased to exist, then the reference is to be deemed a reference to the person, division, body or Government Agency that then serves substantially the same objects as the person, division, body or Government Agency that has ceased to exist;

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- (i) a reference to an agent of the Landlord in this Lease includes a public authority acting for the Landlord that is created by Law or any agent appointed by the Landlord whether expressly named or not in this Lease;
- (j) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (k) a reference to any thing (including, without limitation, any amount) is a reference to the whole or any part of it, and a reference to a group of persons is a reference to any one or more of them;
- (l) a covenant, promise, undertaking or agreement by the Tenant to perform or refrain from performing some act or thing, includes a covenant by the Tenant to procure that the Tenant's Associates also perform or refrain from performing such act or thing;
- (m) a reference to a recital, clause, item, schedule or attachment is to a recital, clause, item, schedule or attachment in or to this Lease, unless a contrary intention is expressed;
- (n) day means the period of time commencing at midnight and ending 24 hours later;
- (o) the payment of money within a specified time is a reference to the full clearance of any personal cheque into the account of the payee within that time;
- (p) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (q) 'dollars' or '\$' refers to Australian currency;
- (r) a reference to any professional body, association or institute includes any succeeding body, association or institute with similar objects;
- (s) no rule of construction will apply to disadvantage a party because that party proposed a provision of this Lease or the Lease itself;
- (t) if anything to be done under this Lease falls on a day which is not a Business Day, it must be done on the next Business Day;
- (u) in respect of any warranty given by the Tenant under this Lease, the Tenant indemnifies the Landlord and the Landlord's Associates for any reasonably foreseeable loss, damage or expense arising out of or associated with a breach of that warranty;
- (v) unless otherwise stated, no word or provision of this Lease limits the effect of any other word or provision of this Lease. "Including" and similar expressions are not and must not be treated as words of limitation;
- (w) each provision of this Lease continues to have full force and effect until it is satisfied or completed and all clauses intended to survive the expiry or termination of this Lease shall survive the expiry or termination including without limitation Clauses 18, 22.5, 22.6, and 28; and

Operative Provisions (Clauses)

- (x) responsibility and risk allocations for Contamination, the Environment and/or Environmental Management are effective to the extent that the Law permits.

2. Lease of premises and reservations

2.1. Grant of Lease

Under the Applicable Leasing Power, the Landlord grants to the Tenant a lease to occupy the Premises for the Term beginning on the Commencement Date, subject to:

- (a) the terms and conditions of this Lease;
- (b) the encumbrances affecting the Land; and
- (c) any reservations set out in this Lease.

2.2. Reservations

This Lease is granted subject to:

- (a) the reservation to the Crown of:
 - (i) all gold and minerals as defined in the *Mineral Resources (Sustainable Development) Act 1990* and Petroleum within the meaning of the *Petroleum Act 1998* (the **Reserved Minerals**) in on or under the Premises;
 - (ii) the rights of access for the purpose of searching for and obtaining Reserved Minerals; and
 - (iii) the rights of access for pipeline works and any other purposes necessary to obtain and convey on and from the Premises any Reserved Minerals;
- (b) the right of any person authorised under the *Mineral Resources (Sustainable Development) Act 1990* to enter on the Premises and to search and mine for gold or minerals within the meaning of that Act and to extract and remove them from the Premises by carrying out any work necessary to do so; and
- (c) the right of the Governor in Council to resume the Premises for mining purposes under s 205 of the *Land Act 1958*.

3. Rent

The Tenant must pay the Rent at the times and in the manner set out in Item 8 without demand, abatement, deduction or right of set-off.

4. Outgoings

4.1. Tenant to pay Outgoings

- (a) Unless otherwise agreed the Tenant must pay on time the Outgoings to the:

Operative Provisions (Clauses)

- (i) assessing authority if assessed directly against the Tenant or the Premises; but otherwise
- (ii) to the Landlord within 30 days of demand for reimbursement.
- (b) If the Retail Act applies to this Lease, the Tenant will not be required to reimburse the Landlord for any land tax payable in respect of the Premises or the Land.

4.2. Tenant to produce receipts

Upon the Landlord's request, the Tenant must promptly produce receipts to the Landlord evidencing payment of the Outgoings by the due date for payment if the Tenant is required to pay them to the assessing authority.

4.3. Apportionment

If necessary, the Outgoings will be apportioned on a pro-rata daily basis at the beginning and at the end of the Term.

5. Costs

The Tenant must pay to the Landlord all the Landlord's and Minister's Costs, including without limitation Costs of surveyors and other consultants engaged by the Landlord, of and incidental to:

- (a) the preparation, negotiation and execution of this Lease;
- (b) any proposed assignment, subletting or other dealing with the Tenant's leasehold estate, whether or not consent is granted;
- (c) any variation, extension, surrender or termination of this Lease otherwise than by effluxion of time;
- (d) any default by the Tenant or the Tenant's Associates in observing or performing any covenants contained or implied in this Lease, including without limitation any enforcement action taken by the Landlord; and
- (e) any request for consent or approval under this Lease, whether or not consent or approval is granted.

6. Interest

- (a) The Tenant must pay on demand interest on any Rent or other money which the Tenant has not paid on the due date for payment at the rate fixed under the *Penalty Interest Rates Act 1983*.
- (b) Interest is to be calculated daily from the due date and is to continue until the overdue money is paid. The interest will be capitalised on the last day of each month and may be recovered in the same way as Rent in arrears.
- (c) If the Landlord requires the Tenant to pay interest, it is without prejudice to any other rights, powers and remedies which the Landlord may have under this Lease or at law.

7. Use of Premises

Operative Provisions (Clauses)

7.1. Tenant's obligations

The Tenant must:

- (a) not use the Premises or permit the Premises to be used for any purpose other than the Permitted Use;
- (b) not use the Premises for any illegal purpose;
- (c) ensure the Premises are kept secure, clean and free from debris and rubbish;
- (d) not do anything in or on the Premises which in the reasonable opinion of the Landlord causes or may cause interference, nuisance, disturbance or danger to the Landlord, any other occupier(s) of the Land, or the occupier(s) or owner(s) of any other property (including without limitation the occupier(s) or owner(s) of any adjacent land or land linked to the Land);
- (e) not keep or use chemicals, inflammable liquids, acids or other hazardous things on the Premises except as required for the Permitted Use, or create fire hazards;
- (f) not overload the floor, walls, roof or any other part of the Premises or bring onto or remove from the Premises any plant or heavy equipment which by reason of its weight or vibration in its operation or in any way is likely in the reasonable opinion of the Landlord to cause damage to any part of the Premises;
- (g) not erect, display, affix or exhibit on or at the Premises any signs except for signs that:
 - (i) are reasonably necessary in connection with the Permitted Use; and
 - (ii) comply with all Laws, and then only after obtaining necessary planning and building permits from the relevant Government Agency;
- (h) observe fire precautions;
- (i) at all times exercise due care, skill and judgement and act with the utmost good faith;
- (j) only install fixtures or fittings that are necessary for the Permitted Use;
- (k) observe any relevant Code of Practice;
- (l) at all times carry out the Permitted Use in a businesslike and reputable manner as determined by the Landlord in the Landlord's absolute discretion;
- (m) provide the Landlord (and keep the Landlord updated when it changes) with the name, address, telephone number and email address of a person or persons to contact during and after business hours if an emergency arises which affects the Premises; and

Operative Provisions (Clauses)

- (n) obtain, maintain and comply with all consents or approvals from all Government Agencies which, from time to time, are necessary or appropriate for the Permitted Use. The Tenant must not by any act or omission cause or permit any consent or approval to lapse or be revoked.

7.2. No warranty as to use

- (a) The Landlord makes no promise or warranty (either present or future) that the Premises are or will remain fit for the Permitted Use.
- (b) The Tenant has entered into this Lease with full knowledge of and subject to any prohibitions or restrictions contained in any Law or any Requirement on how the Premises may be used now or in the future.

8. Works

8.1. Major Works

- (a) If the Landlord is not the Minister then, in this Clause 8.1, wherever the Landlord's consent or approval is required, the Tenant must also immediately notify the Minister in writing of the proposed Major Works including the same details as are required under Clause 8.1(c).
- (b) Subject to the Retail Act, the Tenant must not, and must not permit any other person to, construct any Major Works on the Premises without the Landlord's prior written consent, which consent is at the Landlord's absolute discretion.
- (c) In seeking the Landlord's consent, the Tenant must submit any plans and specifications for the proposed Major Works to the Landlord for approval. If the Landlord initially declines to grant consent, the Tenant must re-submit revised plans and specifications for the Landlord's consideration.
- (d) The Landlord may give consent on Condition that:
 - (i) subject to the Retail Act, in carrying out any Major Works, the Tenant complies with all reasonable directions of the Landlord in accordance with the consent given by the Landlord, and such directions may include Requirements in relation to materials and contractors or tradesmen to be used to construct the Major Works;
 - (ii) any Major Works are completed promptly and continuously in a proper and workmanlike manner, in accordance with all Laws and Requirements and the terms of the consent given by the Landlord;
 - (iii) in carrying out the Major Works the Tenant does not do anything that in the reasonable opinion of the Landlord causes or may cause interference, nuisance, disturbance or danger to any other occupier(s) of the Land, or the occupier(s) or owner(s) of any adjacent land or land linked to the Land;
 - (iv) the Tenant pays on demand all Costs incurred by the Landlord in considering or inspecting the Major Works and its supervision, including without limitation the reasonable fees of architects,

Operative Provisions (Clauses)

engineers or other building consultants reasonably engaged by or on behalf of the Landlord for this purpose;

- (v) the Tenant obtains, maintains and complies with the terms of any approvals or permits from Government Agencies which are required in connection with the proposed Major Works, and must on request by the Landlord produce for inspection copies of all such approvals and permits;
- (vi) within 30 days of completion of the Major Works, the Tenant produces to the Landlord, copies of any unconditional certificates of compliance or satisfactory completion issued by relevant Government Agencies and a certificate by a consultant approved by the Landlord that the Major Works have been carried out in accordance with the plans and specifications approved by the Landlord; and
- (vii) the Major Works are completed within the time period (if any) reasonably specified by the Landlord.

8.2. Minor Works

- (a) The Tenant may construct Minor Works on the Premises by providing the Landlord with 14 days prior written notice, with the exception of an emergency whereby the Tenant must notify the Landlord as soon as reasonably possible.
- (b) In carrying out the Minor Works, the Tenant must comply with the requirements and obligations in:
 - (i) Clause **Error! Reference source not found.**, with the exception that, as there will be no consent required to be obtained by the Tenant from the Landlord for Minor Works, there will be no terms of consent by the Landlord;
 - (ii) Clause **Error! Reference source not found.**;
 - (iii) Clause **Error! Reference source not found.**; and
 - (iv) Clause **Error! Reference source not found.**, with the exception that the Tenant is only required to supply the items listed in Clause **Error! Reference source not found.** upon the request of the Landlord,

in respect of the Minor Works.

9. Ownership of Improvements

9.1. During the Term

Until the Lease comes to an end, the Tenant's Improvements will be owned, maintained and, may be, depreciated by the Tenant.

9.2. End of Lease

Operative Provisions (Clauses)

At the end or sooner determination of this Lease, the Tenant's Improvements and property will be dealt with in accordance with Clause 23.2.

10. Construction works

- (a) If the Tenant undertakes any construction works, within the meaning of that phrase in regulation 321 of the *Occupational Health and Safety Regulations 2017* at the Premises, having a value in excess of \$350,000 (**Construction Works**), the Landlord appoints the Tenant as the Principal Contractor in accordance with regulation 333(1)(a) of the *Occupational Health and Safety Regulations 2017* for the relevant Construction Works.
- (b) The Tenant acknowledges and accepts its appointment as Principal Contractor, and covenants to discharge the obligations of a Principal Contractor contained in the *Occupational Health and Safety Regulations 2017*, and accepts all liability in respect thereof.
- (c) The Tenant acknowledges that it has the management and control of the Premises, to the extent necessary to discharge the duties imposed on a Principal Contractor by the *Occupational Health and Safety Regulations 2017*.
- (d) Nothing in this Clause 10 will prevent the Tenant from appointing any other party as the Principal Contractor in respect of the Construction Works.
- (e) In this Clause 10 'Principal Contractor' has the meaning given to that term in regulation 333 of the *Occupational Health and Safety Regulations 2017*.

11. Compliance with Laws and Requirements

11.1. Compliance with Laws and Requirements

- (a) The Tenant at its own Cost must comply with all Laws and Requirements relating to the Premises, the Tenant's Improvements and the Permitted Use. Where the Tenant receives any Notice associated with any such Law or Requirement, the Tenant must promptly provide a complete copy of the Notice to the Landlord.
- (b) The Tenant must keep in force and available for inspection by the Landlord all licences, permits and registrations required for the carrying on of any business use or other activity conducted by the Tenant in or upon the Premises.

11.2. Landlord may comply if Tenant defaults

If the Tenant fails to comply with Clause 11.1(a) then the Landlord may elect to comply with any Law or Requirement referred to in Clause 11.1(a) either in part or whole and may require the Tenant to comply with the balance of any such Law or Requirement. If the Landlord does this:

- (a) any Costs incurred by the Landlord must be paid or reimbursed to the Landlord by the Tenant; and
- (b) it is without prejudice to any of the Landlord's other rights in respect of non-compliance by the Tenant with its obligations under this Lease.

Operative Provisions (Clauses)

11.3. Landlord's compliance Costs

- (a) If compliance with a Law or Requirement was the Tenant's responsibility but was undertaken by the Landlord, the Tenant must on demand pay to the Landlord all reasonable Costs incurred by or on behalf of the Landlord.
- (b) The Tenant must pay any Costs owing under Clause 11.3(a) within 30 days of the Landlord's demand.

12. Maintenance and repair

12.1. General repairing obligation

- (a) The Tenant's repair and maintenance obligations are set out in Item 11.
- (b) The Tenant must immediately notify the Landlord in writing of any damage to the Premises.
- (c) The Tenant, at its Cost, must promptly repair damage to the Premises and the Tenant's Improvements to the extent that it has been caused or contributed to by the Tenant.
- (d) In carrying out repairs required under this Lease, the Tenant must use high quality materials and workmanship and such repairs must be in keeping with the standard, quality and appearance of the Premises.
- (e) If the Retail Act applies to this Lease, to the extent permitted by the Retail Act, the Tenant must reimburse the Landlord on demand for any Costs incurred by the Landlord in maintaining the structure of the Premises in accordance with s 52 of the Retail Act, as an incident of the Tenant's obligation to pay Outgoings under Clause 4.1 above.

12.2. Landlord's right of inspection

The Landlord or any person authorised by the Landlord may enter the Premises to:

- (a) view the state of repair and condition of the Premises and the Tenant's Improvements;
- (b) determine the Tenant's compliance with the Tenant's obligations and requirements under this Lease;
- (c) implement fire prevention, protection or suppression measures on the Premises; or
- (d) carry out such testing as reasonably required by the Landlord to monitor the environmental condition of the Land and the Tenant's compliance with Clause 28,

if the Landlord:

- (e) does so in the presence of a responsible officer of the Tenant (if required by the Tenant); and
- (f) enters at reasonable times and on reasonable notice (except in the case of an emergency when no notice is required).

Operative Provisions (Clauses)

12.3. Enforcement of repairing obligations

- (a) The Landlord may serve on the Tenant a Notice:
 - (i) specifying any failure by the Tenant to carry out any repair or maintenance of the Premises and the Tenant's Improvements; and
 - (ii) requiring the Tenant to carry out the repair or maintenance within a reasonable time.
- (b) If the Tenant fails to comply with the Landlord's Notice under Clause 12.3(a), the Landlord may elect to carry out the repair or maintenance and any Costs incurred or paid by the Landlord must be paid by the Tenant when demanded by the Landlord.

12.4. Landlord may enter to repair

- (a) The Landlord, and those authorised by the Landlord, may at all reasonable times after giving the Tenant reasonable notice (except in the case of emergency when no notice is required) enter the Premises to carry out any repairs and maintenance, at the cost of the Tenant, in the circumstances set out below. In doing so the Landlord must endeavour not to cause undue inconvenience to the Tenant.
- (b) The circumstances for entry are:
 - (i) to carry out any repair or maintenance which the Landlord considers necessary or desirable or which relate to anything which the Landlord is obliged or entitled to do under this Lease;
 - (ii) where a Government Agency requires any repair or work to be undertaken on or to the Premises or the Tenant's Improvements which the Tenant has failed to do promptly and which the Landlord in its discretion elects to do; or
 - (iii) if the Landlord elects to carry out any repair work which the Tenant is required or liable to do under this Lease but has failed to do so.

13. Fire protection works

The Tenant must:

- (a) undertake all fire protection, prevention and/or suppression works on the Premises as required by Law to the satisfaction of the Landlord and the responsible fire Authority (which may include the Landlord or the Landlord's Associates); and
- (b) allow the Landlord with or without vehicles and equipment, workmen or others at all times to enter the Premises for fire protection, prevention and/or suppression purposes.

14. Vegetation

The Tenant must not without obtaining all necessary permits:

Operative Provisions (Clauses)

- (a) ringbark, fell, cut, destroy, injure or remove any living or dead vegetation (with the exception of weeds), tree or timber (including, without limitation, fallen timber) on the Premises;
- (b) plough, cultivate, work, break up or remove soil or construct any earthworks on the Premises; or
- (c) plant any vegetation, seed or crop on the Premises.

15. Reporting

Upon the request of the Landlord, the Tenant must provide to the Landlord, by the date reasonably required by the Landlord, a written report setting out any information reasonably requested by the Landlord pertaining to this Lease.

16. Assignment and subletting

16.1. No assignment of Tenant's interest

- (a) The Tenant must not without the prior written consent of the Landlord, which consent will be at the Landlord's absolute discretion:
 - (i) assign, transfer, grant any licence, or part with or share the possession or occupation of or otherwise deal with or dispose of the Tenant's estate or interest in the Premises or any part of the Premises; or
 - (ii) declare itself trustee of the Premises or any part of the Premises or of any legal or equitable estate or interest in the Premises.
- (b) This clause does not limit Clause 16.2.
- (c) Where the Landlord is not the Minister, the Tenant acknowledges that before granting any consent under Clause 16.1(a), the Landlord has obtained the Minister's approval and consent.

16.2. Deemed assignment on change of shareholding

- (a) There is a deemed assignment under Clause 16.1 if the Tenant is a corporation and there is any change in:
 - (i) the beneficial ownership of 50% or more of the shares in the capital of the corporation or any holding company of the corporation whether that change occurs as a result of one or more transactions; or
 - (ii) the beneficial ownership of the business or assets in the corporation or part of it which results in a change in the effective control of the Tenant.
- (b) If any of these events occur, then the Tenant must obtain the Landlord's written consent under Clause 16.1 and provide written notification to the Minister. This does not apply in relation to the sale of shares (in the Tenant or the Tenant's holding company) that are listed on a recognised Stock Exchange.

Operative Provisions (Clauses)

16.3. Conditions of assignment - general

- (a) Unless the Retail Act applies, the Landlord's consent to an assignment of this Lease is at the Landlord's absolute discretion. The Landlord acknowledges that before granting any such consent under Clause 16.1(a), the Landlord has obtained the Minister's approval and consent.
- (b) In requesting an assignment of this Lease, the Tenant must:
 - (i) request in writing that the Landlord consent to the assignment of the Lease to a new tenant;
 - (ii) remedy any breach of this Lease of which the Tenant has received written notice from the Landlord;
 - (iii) provide to the Landlord the name and address of the new tenant and prove to the Landlord's reasonable satisfaction that the new tenant is solvent and able to comply with its obligations under this Lease by providing at least 2 references as to the financial circumstances of the new tenant and at least 2 references as to the business experience of the new tenant;
 - (iv) execute, and procure the new tenant to execute, an assignment of lease which must include a condition by which the Tenant releases the Landlord from any claims arising under or in connection with the Lease and is otherwise in a form approved by the Landlord;
 - (v) where the new tenant is a corporation, procure such directors or shareholders of the new tenant, as may be reasonably required by the Landlord, to execute a guarantee and indemnity, in a form provided to them by the Landlord; and
 - (vi) pay the Landlord's reasonable Costs incurred in connection with approving the new tenant and the Costs of the preparation, negotiation and stamping of any document required under this clause.

16.4. Conditions of assignment - Retail Act

If the Retail Act applies, the Landlord will consent to a proposed assignment of this Lease if:

- (a) the Tenant seeks the Landlord's consent in the manner provided by the Retail Act;
- (b) the Tenant is not in breach of this Lease when it makes the consent request;
- (c) the Tenant proves to the satisfaction of the Landlord, that the proposed assignee is a respectable, responsible and solvent person having the financial capacity and trading experience necessary to enable the Permitted Use to be successfully undertaken. The Tenant must submit to the Landlord all information reasonably required by the Landlord about the proposed assignee including, without limitation:

Operative Provisions (Clauses)

- (i) at least two references as to the proposed assignee's business experience;
 - (ii) at least two references as to the proposed assignee's financial circumstances; and
 - (iii) a detailed statement of the financial circumstances of the proposed assignee and any proposed guarantor;
- (d) the Tenant arranges for the proposed assignee to execute a deed of assignment of lease:
 - (i) to which the Landlord is a party;
 - (ii) in a form approved by the Landlord; and
 - (iii) which contains a covenant by the assignee to be bound by the terms of the Lease, and unless the Retail Act provides otherwise, an acknowledgment by the Tenant that the Tenant is not to be released from its obligations under the Lease;
- (e) if the proposed assignee is a company (other than a company whose shares are listed on the Australian Stock Exchange), all the directors and shareholders of the company and any ultimate holding company (as defined in the *Corporations Act 2001* (Cth)) of that company must by deed (in a form acceptable to the Landlord) guarantee the due performance by the company of the terms and conditions of the Lease;
- (f) the Tenant pays to the Landlord all Costs and expenses incurred by the Landlord in enquiring as to the respectability, responsibility and solvency of the proposed assignee and of obtaining the approval by the Landlord's solicitors of the documents referred to in this Clause 16.4; and
- (g) the Landlord has obtained the Minister's approval and consent.

16.5. No sub-letting

- (a) The Tenant must not without the prior written consent of the Landlord, which consent will be at the Landlord's absolute discretion, sublease the Premises. The Tenant acknowledges that:
 - (i) any sublease of the Premises must be in a form approved by the Landlord and must provide that the sublease will automatically end if this Lease is ended for any reason; and
 - (ii) any sublease of the Premises must contain a prohibition on granting any further sublease and must also contain any other terms and conditions required by the Landlord.
- (b) The Landlord acknowledges that before granting any consent under Clause 16.5(a), the Landlord has obtained the Minister's approval and consent.

16.6. Mortgage or charge

Operative Provisions (Clauses)

The Tenant must not without the prior written consent of the Landlord, which consent will be at the Landlord's absolute discretion, grant any mortgage, charge or financial security over the Lease. The Landlord may give consent subject to any conditions given by the Landlord at its discretion and only after obtaining the Minister's approval and consent.

16.7. Acceptance of rent by Landlord

The acceptance by the Landlord of any rent or other payment from any person other than the Tenant does not constitute an acknowledgment by the Landlord that it recognises that person as the authorised assignee or sub-tenant.

16.8. Section 144 excluded

Section 144 of the *Property Law Act 1958* does not apply to this Lease.

17. Insurance

17.1. Insurances to be taken out by Tenant

- (a) The Tenant at its Cost must effect and maintain in the name of the Tenant, noting the interests of the Landlord, the insurance policies, on terms that are acceptable to the Landlord, set out in Item 12, and any other insurance the Landlord reasonably requests from time to time.
- (b) All policies must be:
 - (i) endorsed to give the Landlord full cover as principal under a principal's indemnity for its vicarious liability arising from the Tenant's use and occupation of the Premises under this Lease, that is not contributory with any policy taken out by the Landlord;
 - (ii) endorsed to extend the indemnity under the policy to include the Tenant's liability under Clauses 18 and 28; and
 - (iii) on terms that:
 - (A) any act, omission or breach of duty or condition by an insured person will not prejudice the rights or interest of any other insured person; and
 - (B) each insured person is covered as if a separate policy has been issued to that person.

17.2. Tenant's insurance obligations

The Tenant must:

- (a) ensure that the policies of insurance effected by the Tenant under this Clause 17:
 - (i) are taken out with an insurance office or company authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia or otherwise as reasonably approved by the Landlord;

Operative Provisions (Clauses)

- (ii) are for such amounts, cover such risks and contain such conditions as are reasonably acceptable to or reasonably required by the Landlord and the Landlord's insurer(s); and
 - (iii) have no exclusions, endorsements or alterations other than required by this Lease unless first approved in writing by the Landlord;
- (b) when required by the Landlord, produce to the Landlord the policies of insurance required under Clause 17.1, the certificates of currency; and
- (c) pay all premiums and other money payable in respect of the insurance policies when they become due and payable.

17.3. Effect on Landlord's insurances

The Tenant must not without the prior consent in writing of the Landlord do anything or fail to do anything or allow anything to be done or not done to or on the Premises which will or may:

- (a) increase the premium for any insurance related to the Land, the Premises, or the Tenant's Improvements;
- (b) vitiate or render void or voidable any insurance related to the Land, the Premises or the Tenant's Improvements (as applicable); or
- (c) conflict with any Law or any Requirement or with any requirements of the Landlord's insurer(s) relating to fire, fire safety or fire prevention or with any insurance policy related to the Land, the Premises or the Tenant's Improvements.

17.4. Extra Costs of insurance

The Tenant must pay to the Landlord on demand all extra reasonable Costs of insurance in respect of any other matters or related to the Premises or the Tenant's Improvements because of the extra risk caused or contributed to by the Tenant's use or occupation of the Premises.

18. Release and indemnities

Except to the extent of any negligence by the Landlord or the Landlord's Associates and to the extent permitted by Law and in equity the Tenant:

- (a) acknowledges that:
 - (i) the Tenant occupies the Premises at its own risk;
 - (ii) all property located in, on or under the Premises is at the sole risk of the Tenant; and
 - (iii) the Landlord and each of the Landlord's Associates is not liable for any Claim that the Tenant or the Tenant's Associates or any person claiming by, through or under the Tenant may incur or make for any damage, or loss to any property or death, injury or illness to any person regardless of the manner of its occurrence;

Operative Provisions (Clauses)

- (b) releases the Landlord and each of the Landlord's Associates, from all Claims of every kind and from all liability resulting from any accident or damage to property or death of or injury or illness to any person of whatsoever nature or kind from any cause including, without limitation:
 - (i) the carrying out of the Permitted Use;
 - (ii) entering on the Premises;
 - (iii) any breach or non-observance of this Lease; and
 - (iv) damage to the Premises arising as a result of climate change;
- (c) indemnifies and keeps indemnified the Landlord and each of the Landlord's Associates against all Claims (including without limitation Claims relating to damage to the Premises, damage to or loss of any property on or from the Premises or the death, injury or illness of any person on the Premises) for which the Landlord and each of the Landlord's Associates will or may be or become liable, whether during or after the Term, in respect of or arising from any cause whatsoever including:
 - (i) the carrying out of the Permitted Use;
 - (ii) entering on the Premises; and
 - (iii) any breach or non-observance of this Lease,whereby this indemnity does not limit any other indemnity in this Lease; and
- (d) for the avoidance of any doubt, acknowledges that any release or indemnity given by the Tenant under this Lease extends to any loss, liability, damage or expense, including without limitation:
 - (i) loss of profit;
 - (ii) liability to third parties;
 - (iii) legal Costs (on a party-party basis) in respect of enforcing the release or indemnity or defending any claim brought by any party, including a third party, in respect of a matter which is the subject of the release or indemnity; and
 - (iv) loss, liability, damage or expense arising from or in any way connected with an act, default or omission or other event in respect of which the release or indemnity is given.

19. Landlord's covenant, decisions and actions

19.1. Landlord covenant

If the Tenant pays the Rent and observes and performs in a reasonable time its obligations under this Lease, the Tenant may occupy and enjoy the Premises during the Term without any interruption by the Landlord or by any person claiming through the Landlord except as provided in this Lease. The Landlord must at all times exercise due care, skill and judgement and act with the utmost good faith.

Operative Provisions (Clauses)

19.2. Landlord decisions and actions

The Tenant acknowledges and accepts that the Landlord's decisions and actions under this Lease and/or any Law may be informed by their assessment of the potential impact of the decision or act on climate change and/or the State's greenhouse gas emissions in accordance with s 17 of the *Climate Change Act 2017*.

20. Damage and destruction

- (a) Unless the Retail Act applies, if the Premises or any part of the Premises are damaged or destroyed, or there is interruption to the access of the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the Permitted Use and otherwise unfit for the occupation or use of the Tenant or inaccessible by any usual means of access, the Landlord, in its absolute discretion, may:
 - (i) offer the Tenant an equally convenient means of alternative access;
 - (ii) repair, at the Tenant's Cost, the damage or destruction to the Premises, unless the Tenant is required to repair all, or any part, of the Premises under Clause 20(a)(iii);
 - (iii) direct the Tenant to repair, at its Cost, the damage or destruction to the Premises or any part of the Premises;
 - (iv) direct the Tenant to remove any remaining Tenant's Improvements and reinstate the surface of the Premises to its condition as at the Commencement Date; or
 - (v) terminate this Lease by Notice to the Tenant.
- (b) If the Landlord elects to repair the Premises under Clause 20(a)(ii):
 - (i) the Landlord must commence such repairs as soon as practicable following such damage, destruction, interruption or inaccessibility, and complete the repairs within 12 months of commencing such repairs; and
 - (ii) a reasonable proportion of the Rent will abate from the date of such damage, destruction, interruption or inaccessibility until such repairs are completed.
- (c) If the Landlord directs the Tenant to repair the Premises or any part of the Premises under Clause 20(a):
 - (i) the Tenant must commence such repairs within a reasonable timeframe as directed by the Landlord of such damage, destruction, interruption or inaccessibility, and complete the repairs within 12 months of commencing such repairs; and
 - (ii) a reasonable proportion of the Rent will abate from the date of such damage, destruction, interruption or inaccessibility until such repairs are completed.

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- (d) Subject to Clause 20(b), if the Landlord:
 - (i) fails to meet the timelines in Clause 20(b); or
 - (ii) fails to construct an alternative means of access under Clause 20(a)(i) or terminate this Lease under Clause 20(a)(v) as soon as reasonably practicable after such damage, destruction, interruption or inaccessibility first occurs,the Tenant may immediately terminate this Lease by Notice to the Landlord.
- (e) The Tenant cannot exercise its right to terminate under Clause 20(d) where the Tenant has caused or materially contributed to the event giving rise to the right of termination.
- (f) If the Tenant fails to meet the timelines in Clause 20(c), then the Landlord, in its absolute discretion, may:
 - (i) at the Tenant's Cost, carry out such works required to be undertaken by the Tenant under Clause 20(a); or
 - (ii) terminate this Lease, whereby the Tenant will not have any right whatsoever to claim any compensation.

21. Termination and default

21.1. Events of default

The following are events of default:

- (a) if the Rent or any other money payable under this Lease is not paid on the due date for payment whether legally demanded or not;
- (b) if the Tenant at any time fails to perform or observe any of its obligations under this Lease; and/or
- (c) if there is an Insolvency Event affecting the Tenant or any Guarantor.

21.2. Forfeiture of Lease

If an event of default occurs the Landlord may, to the extent permitted by and having complied with the requirements imposed by Law and without prejudice to any other Claim which the Landlord has or may have against the Tenant or any other person, at any time re-enter the Premises or any part of it in the name of the whole at which time this Lease will be absolutely determined.

21.3. Re-entry

The right of re-entry for breach of any covenant or condition to which s 146(1) of the *Property Law Act 1958* applies must not be exercised until the expiration of 14 days after the Landlord has served on the Tenant the Notice required under that section.

21.4. Landlord may rectify

If the Tenant is in default under this Lease and fails to commence to rectify that default within 14 days of the Landlord notifying the Tenant in writing of that default

Operative Provisions (Clauses)

and requiring its rectification or, having commenced, fails to expeditiously complete that rectification within a reasonable time, the Landlord may, but will not be obliged to, remedy at any time without further notice any default by the Tenant under this Lease. If the Landlord so elects all reasonable Costs incurred by the Landlord (including without limitation legal Costs and expenses) in remedying the default will constitute a liquidated debt and must be paid by the Tenant to the Landlord on demand.

21.5. Waiver

- (a) To be effective, any waiver must be by Notice.
- (b) The Landlord's failure to take advantage of any default or breach of covenant by the Tenant will not be or be construed as a waiver of it, nor will any custom or practice which may grow up between any of the parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the timely performance or observance by the Tenant of any covenant or condition of this Lease or to exercise any rights given to the Landlord in respect of any such default.
- (c) Acceptance of Rent or any other payment under this Lease does not constitute a waiver by the Landlord of a default by the Tenant.
- (d) A waiver by the Landlord of a particular breach or default is not deemed to be a waiver of the same or any other subsequent breach or default.

21.6. Tender after determination

If the Landlord accepts money from the Tenant after the Landlord ends this Lease the Landlord may (in the absence of any express election of the Landlord) apply it:

- (a) first, on account of any Rent and other moneys accrued and due under this Lease but unpaid at the date of the Lease is ended; and
- (b) second, on account of the Landlord's Costs of re-entry.

21.7. Essential Terms

The Landlord and the Tenant agree that each of the following covenants by the Tenant are essential terms of this Lease:

- (a) to pay the Rent;
- (b) to use the Premises solely for the conduct of the Permitted Use;
- (c) to comply with Laws and Requirements;
- (d) to keep the Premises and the Tenant's Improvements in good condition;
- (e) not to part with possession or occupation of the Premises or grant any rights in relation to the Premises otherwise than in accordance with this Lease;
- (f) to effect and maintain all insurances required to be taken out by the Tenant;

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- (g) to pay or reimburse the Outgoings; and
- (h) any other covenant in respect of which the Tenant's breach or non-observance is serious, persistent and of a continuing nature.

21.8. Damages for breach

The Tenant covenants to compensate the Landlord for any breach of an essential term of this Lease. The Landlord may recover damages from the Tenant for any of these breaches. The Landlord's entitlement under this clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including the right to terminate this Lease).

21.9. Repudiation by Tenant

- (a) If the Tenant's conduct (whether an act or omission):
 - (i) constitutes a repudiation of this Lease or of the Tenant's obligations under this Lease; or
 - (ii) is a breach of any Lease covenants,the Tenant covenants to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach.
- (b) The Landlord may recover damages against the Tenant as a result of repudiation or breach of covenant for the loss or damage suffered by the Landlord during the entire term of this Lease.

21.10. Acceptance of Rent

The demand or acceptance by the Landlord of arrears or of any late payment of Rent or a sum in part payment does not constitute a waiver of the essentiality of the Tenant's obligations to pay Rent.

21.11. Acts by the Landlord not to constitute forfeiture

The Landlord's entitlement to recover damages is not affected or limited if any of the following events occur:

- (a) the Tenant abandons or vacates the Premises;
- (b) the Landlord elects to re-enter the Premises or to terminate the Lease;
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the parties' conduct (or that of any of their servants or agents) constitutes a surrender by operation of Law.

21.12. Landlord may institute proceedings at any time

The Landlord may at any time institute legal proceedings claiming damages against the Tenant for the entire Lease term including the period before and after the repudiation, abandonment, termination, acceptance of repudiation or surrender by operation of Law referred to in Clause 21.11.

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21.13. Mitigation

Nothing in Clause 21 operates to relieve the Landlord of any obligation which would otherwise apply to mitigate any loss or damage suffered by the Landlord.

22. Determination of Term

22.1. Tenant to yield up

The Tenant at the expiration or sooner determination of the Term must vacate the Premises and deliver it up in good repair and condition in accordance with the Tenant's obligations under this Lease and to the satisfaction of the Landlord, acting reasonably.

22.2. Tenant's Improvements

At the expiry or sooner determination of the Lease, the Landlord will, in its absolute discretion, by written notice inform the Tenant whether:

- (a) the Tenant's Improvements and/or property (whether in whole or in part) must be removed from the Premises, whereby the Tenant must continue to pay the Rent, the Outgoings and all other money payable under this Lease until it has removed the Tenant's Improvements and/or property from the Premises; or
- (b) the ownership of the Tenant's Improvements and/or property (whether in whole or in part) reverts to the Landlord without any payment or compensation, whereby the Tenant must not remove or demolish the Tenant's Improvements and instead deliver up the Tenant's Improvements and/or property in good repair and condition in accordance with the Tenant's obligations under this Lease.

22.3. Tenant not to cause damage

- (a) The Tenant must not cause or contribute to any damage to the Premises in the removal of the Tenant's Improvements.
- (b) If the Tenant causes or contributes to any damage to the Premises in the removal of the Tenant's Improvements, the Tenant must make good the damage.
- (c) If the Tenant fails to make good, the Landlord may make good and clean the Premises at the Cost of and as agent for the Tenant.

22.4. Failure by Tenant to remove Tenant's Improvements

If the Tenant fails to remove the Tenant's Improvements and property in accordance with Clause 22.2 or if the Landlord re-enters the Premises, the Landlord may at its option (without prejudice to any action or other remedy which the Landlord has):

- (a) without being guilty of any manner of trespass, remove and store the Tenant's Improvements and property in such manner as the Landlord in its discretion deems fit at the risk and at the Cost of the Tenant;
- (b) sell the Tenant's Improvements and property as the attorney of the Tenant and use the proceeds of sale in payment of any Rent or other money

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owing by the Tenant to the Landlord and pay any residue promptly without interest to the Tenant; or

- (c) treat the Tenant's Improvements and property as if the Tenant had abandoned them and they had become the property of the Landlord, and deal with them in such manner as the Landlord thinks fit without being liable in any way to account to the Tenant for them.

22.5. Tenant to indemnify and pay Landlord's Costs

The Tenant must:

- (a) indemnify and keep indemnified the Landlord for the Costs of removal and storage of the Tenant's Improvements and property and also in respect of all Claims which the Landlord may suffer or incur at the suit of any person (other than the Tenant) claiming an interest in the Tenant's Improvements and property by reason of the Landlord acting in any manner permitted in Clause 22.4; and
- (b) pay to the Landlord as a liquidated debt payable on demand any Costs incurred by the Landlord in exercising its rights under Clause 22.4, including any excess of Costs over money received in disposing of the Tenant's Improvements under the Landlord's rights contained in Clause 22.4.

22.6. Earlier breaches

When this Lease ends it will not prejudice or affect any rights or remedies of the Landlord against the Tenant in respect of any earlier breach by the Tenant of any Lease covenants and conditions.

23. Further Term

If there is a Further Term, then Special Condition 1 applies to this Lease.

24. Overholding

If the Tenant remains in occupation of the Premises without objection by the Landlord after the end of the Term:

- (a) the Tenant will be deemed a tenant on the terms of this Lease from month to month but not for any period exceeding that permitted by Law; and
- (b) either the Landlord or the Tenant may end the Lease by giving to the other party at any time one month's Notice.

25. GST

- (a) In this clause, expressions set out in *italics* have the meaning given to those expressions in the GST Act.
- (b) An amount payable under this Lease by a party to the other party, in respect of a *supply* which is a *taxable supply*, represents the GST exclusive value of the *supply*.

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- (c) The party who receives a *taxable supply* under this Lease from the Supplier must, upon receipt of a *tax invoice* from the Supplier, pay GST to the Supplier in addition to the GST exclusive consideration for the *supply*.
- (d) Any penalty or interest payable as a result of late payment of any GST payable under this Lease is payable by the party who causes the late payment.
- (e) If the Supplier is entitled to an *input tax* credit for any GST recoverable from the other party under this Lease, the amount of GST payable by the other party is to be reduced by the amount of the *input tax* credit which the Supplier has received or is entitled to receive.

26. Personal Properties Security Act

- (a) In this clause:
 - (i) any capitalised words and expressions that are not defined in this Lease will have the meanings ascribed to them in the PPSA;
 - (ii) **Landlord Personal Property** means any item of Personal Property:
 - (A) which is owned by the Landlord; or
 - (B) in which the Landlord has an interest,that is located on the Premises at any time during the Term;
 - (iii) **Personal Property** has the meaning given to that term in the PPSA including, without limitation, items of equipment, plant or business inventory, but excludes any fixtures annexed to or forming part of the land;
 - (iv) **PPSA** means the *Personal Property Securities Act 2009* (Cth) and includes any regulations made under that Act;
 - (v) **Security Interest** has the meaning given to that term in the PPSA; and
 - (vi) **Tenant Personal Property** means any item of Personal Property:
 - (A) which is owned by the Tenant; or
 - (B) in which the Tenant has an interest,that is located on the Premises at any time during the Term, or following the expiry or earlier determination of this Lease.
- (b) The Landlord may register any actual, impending or likely Security Interest arising from the operation of this Lease. The Tenant must not make any Claim against the Landlord in respect of any such registration, even if the registration is ended under s 151 of the PPSA, or it is determined by a court that registration of the Security Interest should not have occurred.
- (c) The Tenant:

Operative Provisions (Clauses)

- (i) must do all things reasonably requested by the Landlord to enable the Landlord to register any of the Landlord's Security Interests arising in relation to this Lease and to enforce the Landlord's rights under this clause and the PPSA;
 - (ii) must not grant or permit the granting of any Security Interest in the Landlord Personal Property other than with the prior written consent of the Landlord;
 - (iii) must not grant a Security Interest in respect of any of the Tenant Personal Property to any person other than the Landlord without obtaining the Landlord's prior written consent;
 - (iv) must pay the Landlord's reasonable Costs in respect of anything done or attempted by the Landlord in the exercise of the Landlord's rights under this clause or the PPSA;
 - (v) agrees that on the expiry or earlier determination of this Lease, the Tenant must sign (or arrange for the holder of any registered Security Interest to sign) any document that the Landlord reasonably considers necessary to discharge any registered Security Interest in relation to the Tenant Personal Property or the Landlord Personal Property;
 - (vi) gives the Landlord an irrevocable power of attorney to do anything the Landlord reasonably considers the Tenant must do (and is unable or unwilling to do) under this clause;
 - (vii) waives the right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement relating to any Security Interest granted to the Landlord by the Tenant; and
 - (viii) charges in favour of the Landlord all of its title and interest in the Tenant Personal Property as security for the performance of the Tenant's obligations under this Lease, and acknowledges that this charge constitutes the granting of a Security Interest.
- (d) The Landlord and the Tenant agree not to disclose information of the kind that can be requested under s 275(1) of the PPSA in relation to any Security Interest held in respect of the Landlord Personal Property or the Tenant Personal Property.
- (e) Without limiting any other rights of the Landlord, if this Lease is terminated by the Landlord as a result of the Tenant's breach of the Lease, the Landlord may set off any loss or damage caused by that breach by taking custody of the Tenant Personal Property and may deal with it in any manner the Landlord sees fit.
- (f) If the Tenant is a natural person, the Tenant must provide the Landlord with the Tenant's date of birth and a certified copy of a Victorian Driver's Licence (or another form of identification acceptable to the Landlord) to confirm the Tenant's date of birth. The Landlord must keep the Tenant's date of birth and any supporting evidence secure and confidential at all times.

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- (g) If there is any inconsistency between this clause and any other provision of this Lease, the provisions of this clause will prevail.

27. Security

The Tenant must provide a Security Deposit in the amount as specified in Item 14. If a Security Deposit is applicable, the Tenant must comply with Special Conditions relating to the Security Deposit.

28. Contamination and Environment

28.1. Contamination

- (a) The Tenant acknowledges and agrees that:
 - (i) the Tenant will occupy the Premises in its condition as at the Commencement Date or the date of any earlier occupation by the Tenant and has entered into this Lease on that basis; and
 - (ii) the Landlord does not represent that the Premises are suitable for the Permitted Use. The Tenant represents and warrants that it has relied on its own enquiries as to the environmental condition and suitability of the Land for the Permitted Use.
- (b) The Tenant must:
 - (i) comply with all applicable Laws and Requirements in respect of any Contamination in, on or under the Premises;
 - (ii) use best endeavours not to cause Contamination on or of the Land and the surrounding Environment;
 - (iii) not spill or deposit, or carry out any activities on the Land which may cause any Contamination, or permit any Contamination to escape in any other way into or on the Land, drainage or surrounding environment.-
 - (iv) notify the Landlord if any Contamination is found on or near the Land; and
 - (v) clean up the Contamination, unless the Contamination pre-dated the Tenant's occupancy of the Land, and do everything necessary to minimise harm presented by the Contamination.

28.2. Contamination Release and Indemnity

- (a) The Tenant releases and discharges the Landlord and each of the Landlord's Associates from all Claims, arising after the date of occupation under this Lease or any earlier date that the Tenant commenced occupation of the Premises, incurred by the Tenant or the Tenant's Associates, as a result of the presence of Contamination in, on, under or migrating from the Premises, except to the extent that such Claims arise out of any negligence or unlawful act or omission or default of the Landlord or the Landlord's Associates.

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- (b) In addition to any other indemnity in this Lease, from the Tenant's earliest occupation date, the Tenant indemnifies and keeps indemnified the Landlord and the Landlord's Associates against all Claims (including, without limitation, any Costs or expenses incurred in relation to any Requirement issued or made under Environmental Protection Legislation) arising from any Contamination in, on, under or migrating from the Premises that has been caused, contributed to or exacerbated by the Tenant or the Tenant's Associates occupation or use of the Premises.

28.3. Environmental management

The Tenant must comply with the Environmental Management obligations set out in Item 17 and Special Condition 6.

29. Retail Act

29.1. Application

The parties acknowledge that Item 15 sets out whether the Retail Act applies to this Lease.

29.2. Acknowledgements

Where the Retail Act applies, the Tenant acknowledges having received the following documents from the Landlord, at or prior to, the commencement of negotiations in relation to this Lease:

- (a) a disclosure statement, in the form required by the Retail Act; and
- (b) an information brochure about the Tenant's rights and responsibilities under this Lease and the Retail Act, in the form required by the Retail Act.

30. Landlord's delegation

If the Landlord is a Minister of the Crown in the right of the State of Victoria, then:

- (a) the Landlord may appoint any person as the Landlord's delegate to exercise all powers conferred by this Lease on the Landlord expressly, including, without limitation, the power to give any consent or approval under this Lease;
- (b) the Landlord may change the appointment at any time; and
- (c) unless expressly excluded by any provision of this Lease, any consent, any notice, any consultation or any other thing which under the terms of this Lease is either required to be given, done or performed by the Landlord or is permitted to be given, done or performed by the Landlord may for the purposes of this Lease be properly given, done or performed by a person authorised by the Landlord to act on the Landlord's behalf.

31. Disclosure

31.1. General disclosure

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Subject to Clause 31.2, each party undertakes that it, its employees, agents or representatives will not disclose this Lease and all information flowing from it to a third person without the prior consent of all parties unless the disclosure is:

- (a) related to information already within the public domain;
- (b) required by Law;
- (c) made to a stock exchange or similar regulatory authority the rules of which require the disclosure;
- (d) reasonably necessary for the purpose of any administrative or legal proceedings involving the parties;
- (e) reasonably necessary for financing purposes;
- (f) made to professional advisers of a party bound to treat any information disclosed to them as confidential; or
- (g) made to advisers and other experts of that party,

and the disclosure is made on the basis that it is confidential.

31.2. Minister's disclosure

This Clause 31.2 applies only where the Landlord is the Minister, whereby:

- (a) the Tenant acknowledges that so long as the Landlord is the Minister this Lease may be published in accordance with the State's 'Contract management and contract disclosure policy', in any medium, including, without limitation, the internet, except to the extent that the Landlord is satisfied, using as a guide the criteria provided in the *Freedom of Information Act 1982* (Vic), that the relevant term should be exempt from publication; and
- (b) for so long as the Landlord is the Minister, the Landlord may for benchmarking purposes, disclose to any Government Agency (whether of Victoria or any other State or Territory of Australia) the terms and conditions of this Lease without identifying the Rent and Outgoings, provided that prior to making any disclosure, the Landlord notifies the Tenant of the proposed recipient and the extent of the proposed disclosure.

32. Miscellaneous

32.1. Landlord's consent

- (a) Unless expressed otherwise, any consent or approval to be granted by the Landlord, and where applicable also the Minister, under this Lease will be at the Landlord's and Minister's absolute discretion.
- (b) If the Landlord, and the Minister where the Landlord is not the Minister, fails to grant any such consent or approval within 20 Business Days from the Tenant's request then this is deemed to be a refusal of consent and/or approval.

Operative Provisions (Clauses)

32.2. Severability

This Lease must be interpreted so that it complies with all Laws applicable in Victoria. Any provision must be read down so as to give it as much effect as possible. If it is not possible to give a provision any effect at all then it must be severed from the rest of the Lease.

32.3. Entire agreement

This Lease is the entire agreement of the Landlord and Tenant on the subject matter. The only enforceable obligations and liabilities of the Landlord and Tenant in relation to the subject matter are those that arise out of the provisions contained in this Lease. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Lease.

32.4. Negation of warranties

- (a) The Tenant acknowledges that it has entered into this Lease solely on the basis of the terms and conditions in this Lease and that no additional warranties, representations or promises have been made by the Landlord or its agents.
- (b) Without limiting Clause 32.4(a), the Tenant acknowledges that:
 - (i) no warranties have been given by the Landlord that the Premises are suitable for the Permitted Use; and
 - (ii) subject to the terms and conditions of this Lease, the Tenant must do all things required, including, without limitation, obtaining all permits and approvals, to enable the Premises to be used for the Permitted Use.

32.5. Governing law

This Lease is governed by and construed according to Victorian Law. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and the courts of appeal from them.

32.6. Moratorium

To the extent permitted by law, the application to this Lease or to any party of any Law or any Requirement or any moratorium having the effect of extending or reducing the Term, reducing or postponing the payment of Rent or any part of it or otherwise affecting the operation of the terms of this Lease or its application to any party is excluded and negated.

32.7. Exclusion of statutory provisions

The covenants, powers and provisions implied in leases by virtue of the *Transfer of Land Act 1958* are expressly negated.

32.8. Notices

- (a) A Notice must:
 - (i) be in writing;

Operative Provisions (Clauses)

- (ii) signed by or on behalf of the party giving it; and
 - (A) hand delivered to the address of the Authorised Representative; or
 - (B) sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the Authorised Representative; or
 - (C) sent by email to the email address of the Authorised Representative.
- (b) A Notice takes effect from the time it is received, unless a later time is specified in it. A Notice will be deemed to have been received by the Authorised Representative:
 - (i) in the case of hand delivery, upon delivery at the address of the Authorised Representative;
 - (ii) in the case of post, on the sixth (eleventh if posted to or from a place outside Australia) Business Day after posting; and
 - (iii) in the case of email, at the time of receipt as specified in s 13A of the *Electronic Transactions (Victoria) Act 2000*.
- (c) A party:
 - (i) may, from time to time, nominate a replacement Authorised Representative by Notice given in writing to the other party; and
 - (ii) must give Notice in writing to the other party within seven days of any change to the details of its Authorised Representative set out in Item 1 or Item 2 as applicable.

32.9. Guarantee and indemnity

If Item 17 specifies that a guarantee and indemnity is required, the Tenant must on or before the Commencement Date, procure execution by the guarantors (as directed by the Landlord) of a deed of guarantee and indemnity in the form of deed at Attachment 2 and deliver an original executed deed of guarantee and indemnity to the Minister. This Lease will not take effect until the deed of guarantee and indemnity has been properly executed by the guarantors and delivered to the Minister.

32.10. Set-Off

If the Tenant defaults in the payment of the Rent, or any other moneys payable under this Lease to the Landlord or any authority, the Landlord may set-off that amount against any money which may be payable by the Landlord to the Tenant on any account. Any set-off will not relieve the Tenant from its default.

32.11. Counterparts

This Lease may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

Operative Provisions (Clauses)

32.12. Further assurance

Each party must do, sign, execute and deliver and must procure that each of its Associates does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by Notice from another party to effectively carry out their obligations under this Lease.

32.13. Special Conditions

Any Special Condition set out in Schedule 2:

- (a) binds the parties; and
- (b) overrides any other provision of this Lease to the extent of any inconsistency.

Signing Page

Executed as a deed.

Landlord

Municipal Council

SIGNED for and on behalf **NORTHERN GRAMPIANS SHIRE COUNCIL** by **Liana Thompson, Chief Executive Officer**,
Delegate in the presence of:

Signature of Witness

Signature of *Liana Thompson*

Name of Witness (print)

Tenant

Company - Without Common Seal

EXECUTED by **BRAAAUER MANAGEMENT PTY LTD ACN (ACN 166 847 418) ATF THE BRAAAUER INVESTMENT TRUST (ABN 96 709 375 187)** in accordance with s 127(1) of the *Corporations Act 2001* (Cth):

Signature of director

Signature of director

Marianne Lauer

Name of director (print)

Peter John Braam

Name of director (print)

Signing Page

MINISTERIAL ATTESTATIONS

Section 17D Crown Land (Reserves) Act 1978

Under Section 17D of the *Crown Land (Reserves) Act 1978* I, Scott Douglas, Program Manager Land and Built Environment, in the Department of Environment, Land, Water and Planning as delegate of the Minister for Energy, Environment and Climate Change hereby: Consent to the grant of this lease;

Approve the covenants, exceptions, reservations and conditions contained therein;

Am satisfied that the purpose for which the lease is being granted is not detrimental to the purpose for which the land is reserved.

Signature of Scott Douglas, Program Manager Land and Built Environment

Schedule 1 Lease particulars (Items)

1. **Landlord** **NORTHERN GRAMPIANS SHIRE COUNCIL (ABN 42 592 845 947)**
 Authorised Representative: Chief Executive Officer
 Address: 59-69 Main St, Stawell, Vic, 3380
 Telephone: 03 5358 8700
 Email: ngshire@ngshire.vic.gov.au
2. **Tenant** **BRAAAUER MANAGEMENT PTY LTD ACN (ACN 166 847 418) ATF THE BRAAAUER INVESTMENT TRUST (ABN 96 709 375 187)** of 2 Burgh Street, Stawell, Vic, 3380
 Authorised Representative: Director/s
 Address: 2 Burgh Street, Stawell, Vic, 3380
 Telephone: 03 5358 2376
 Email: info@sggcp.com.au
3. **Act** The relevant legislation is as marked "X" below:
 - ☒ *Crown Land (Reserves) Act 1978;*
 - ☐ *Land Act 1958;*
 - ☐ *Forests Act 1958.*

The Landlord has power to grant this Lease under the section of legislation marked "X" below:

Applicable Leasing Power

 - ☐ Section 16 of the *Crown Land (Reserves) Act 1978;*
 - ☐ Section 17C of the *Crown Land (Reserves) Act 1978;*
 - ☒ Section 17D of the *Crown Land (Reserves) Act 1978;*
 - ☐ Section 22 of the *Crown Land (Reserves) Act 1978;*
 - ☐ Section 134 of the *Land Act 1958;*
 - ☐ Section 134A of the *Land Act 1958;*
 - ☐ Section 51 of the *Forests Act 1958.*
4. **Land** The Land is as marked "X" below:
 - ☐ Unreserved Crown land;
 - ☒ Crown land reserved under s 4 of the *Crown Land (Reserves) Act 1978;*
 - ☐ Crown land reserved under the *Forests Act 1958.*

The land in Crown Allotment 8~6A PP5730 (part), 9~6A PP5730, 10~6A PP5730, 14~6A PP5730 and 18~6A PP5730 (part) and reserved pursuant to an Order in Council published in the Government

Schedule 1 Lease particulars (Items)

Gazette **117** dated **Wednesday, November 13th 1985** at page **4298** for the purpose of **Public Recreation & Tourist Camp (RS05020)**.

- | | | |
|-----|---|--|
| 5. | Premises | That part of the Land shown outlined in blue on Plan of Premises as the 'Premises' and the improvements erected on that part of the Land, including without limitation the improvements existing at the Commencement Date or that are subsequently installed or constructed on that part of the Land under this Lease, and situated at 2 Burgh Street, Stawell, Vic, 3380 . |
| 6. | Term | Five (5) years |
| 7. | Commencement Date | 1 July 2022 |
| 8. | Rent | \$34,500 annually (excluding GST), payable monthly in advance, on or before the Commencement Date, and then on each subsequent month. |
| 9. | Review Date and Review Mechanism | <p>These/this Review Mechanism/s and Review Date/s apply to this Lease:</p> <p><input checked="" type="checkbox"/> Review Mechanism to market review (Market Review)</p> <p>Date(s) for this Market Review (Market Review Date): At the end of each term.</p> <p><input checked="" type="checkbox"/> Review Mechanism to CPI review (CPI Review):</p> <p>Date(s) for this CPI Review (CPI Review Date): Annually from the Commencement Date except when a Market Review applies.</p> |
| 10. | Permitted Use | Caravan Park and Camping Ground |
| 11. | Maintenance and Repair | Except for fair wear and tear and subject to the Retail Act, the Tenant must keep the Premises and Tenant's Improvements in good order and repair. |
| 12. | Insurance | <p>The insurance that applies is as marked "X" below:</p> <p><input checked="" type="checkbox"/> Public liability for the amount of \$20 million for a single event</p> <p><input type="checkbox"/> Industrial special risks</p> <p><input type="checkbox"/> Other</p> |

Schedule 1 Lease particulars (Items)

- | | | |
|------------|---------------------------------|---|
| 13. | Further Term | Two (2) further terms of five (5) years and one (1) further term of six (6) years |
| 14. | Security | <p>The security that applies is as marked "X" below:</p> <p><input type="checkbox"/> Security Deposit for the amount of \$</p> <p><input type="checkbox"/> Bank Guarantee for the amount of \$</p> <p><input checked="" type="checkbox"/> Not applicable</p> |
| 15. | Retail Lease | <p>Whether the Retail Act applies is as marked "X" below:</p> <p><input checked="" type="checkbox"/> The Retail Act applies because premises services are paid for by members of the public</p> <p><input type="checkbox"/> The Retail Act does not apply</p> |
| 16. | Environmental Management | <p>The Environmental Management requirements are as marked "X" below:</p> <p><input type="checkbox"/> Environmental Report</p> <p><input type="checkbox"/> Environmental Management Plan</p> <p><input checked="" type="checkbox"/> Not applicable</p> |
| 17. | Guarantee and Indemnity | <p><input type="checkbox"/> A guarantee and indemnity is required</p> <p><input checked="" type="checkbox"/> Not applicable</p> |
| 18. | Tenant Improvement | <p>Children's Playground</p> <p>Onsite Cabins/caravans</p> <p>Security cameras</p> |

Schedule 2 Special Conditions

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Schedule 2 Special Conditions

1. Further Term

Unless a Further Term(s) is provided in Item 13, there is no option to renew this Lease.

2. Rent review mechanisms

2.1 Definitions

In these Special Conditions:

- (a) **CPI Review** means as set out in Item 9.
- (b) **CPI Review Date** means as set out in Item 9.
- (c) **Market Review** means as set out in Item 9.
- (d) **Market Review Date** means as set out in Item 9.
- (e) **Method of Market Rent Review** means the method of determination set out in Special Condition 3.2.
- (f) **Review Date** means the review date(s), if any, specified in Item 9.
- (g) **Review Mechanism** means the rent review mechanism or mechanisms (which, without limitation, may be a Market Review, CPI Review or Fixed Percentage Review), if any, set out in Item 9.

2.2 Date and mechanism

The Rent will be reviewed on the Review Date in accordance with the Review Mechanism.

3. Market Rent review

3.1 Review of Rent

- (a) The Landlord may review the Rent to a Market Review on each Market Review Date in accordance with this Special Condition 3.1 and the Method of Market Rent Review.
- (b) If the Retail Act applies and the Retail Act provides a mechanism for market rent review, the review will take place in accordance with the provisions of the Retail Act and Special Conditions 3.1(b) to 3.1(m) (inclusive) will not apply.
- (c) If the Retail Act does not apply or does not provide a mechanism for market rent review, Special Conditions 3.1(c) to 3.1(n) (inclusive) and the Method of Determination shall apply.
- (d) No later than six (6) months before the Market Review Date the Tenant must provide the Landlord with its financial profit and/or loss statement for its operation on the Premises dating back no more than the past 3 years (including the current year). For the avoidance of doubt, the Landlord is

Schedule 2 Special Conditions

under no obligation to factor in the Tenant's financial profit and/or loss statements in determining the new rental.

- (e) No later than six (6) months before the Market Review Date the Tenant must, provide the Landlord with information in writing of its provision of public benefits and commercial activities at the Premises.
- (f) Not earlier than three months before the Market Review Date and not later than 60 days after the Market Review Date the Landlord must give the Tenant notice of the new rental it proposes be paid by the Tenant during that period or part thereof.
- (g) Time shall not be of the essence in respect of the Landlord's rent review notice and any delay by the Landlord in giving notice will not affect the Landlord's rights.
- (h) Within 28 days of being notified in writing of the proposed new rent the Tenant may give to the Landlord written notice of objection to the proposed new rent (**Notice of Objection Period**) and within a further 30 days from the notice of objection supply the Landlord with a rent valuation from a qualified valuer (**Tenant Rent Valuation Period**). If no notice of objection is given in the Notice of Objection Period or if notice is given and no rent valuation is supplied within the Tenant Rent Valuation Period the new rent will be the new rent as proposed in the Landlord's notice.
- (i) Within 10 Business Days of the Tenant providing the Landlord with its rent valuation, the parties must enter into good faith discussions in an attempt to agree on a new rent.
- (j) If the parties have not resolved the dispute within 20 Business Days of the date the Tenant provided the Landlord with its rent valuation, either party may give notice to the other of its election to refer the dispute to a conference of the Landlord's and Tenant's valuer's (**Notice to Refer to Conference**).
- (k) If a conference of valuers has either not been convened or has been convened but failed to result in agreement on the rent within 20 Business Days of the date of issue of the Notice to Refer to Conference either party may give notice to the other of its election to refer the dispute for determination by a valuer nominated by the President for the time being of the Australian Property Institute (the **nominated valuer**) who in making a determination, must accept representations from either Party received within twenty one days of the appointment.
- (l) The decision of the nominated valuer will be final and binding and the nominated valuer's Costs and fees must be paid by the parties equally.
- (m) Until the new rent is agreed or determined the Tenant must pay rent at the rate applicable immediately prior to the date fixed for review until such time as the new rent is determined.
- (n) After the new rent is determined the Tenant must pay the difference if any between the amount of the new rent paid since the date fixed for review.

Schedule 2 Special Conditions

3.2 Method of Market Rent Review

In determining a new rent for the Premises the nominated valuer:

- (a) must as nearly as possible determine the open market rent value on the date when that rent is to apply for the Premises having regard to the following matters:
 - (i) act as an expert and not as an arbitrator and his decision will be final and binding on the parties;
 - (ii) there is a reasonable period within which to negotiate the new rent having regard to the nature of the property and the state of the market;
 - (iii) the Landlord and the Tenant are well acquainted with the Premises and aware of any factors which might affect its value;
 - (iv) the length of the Term and the period between rent reviews;
 - (v) the terms and obligations of the Lease;
 - (vi) the Permitted Use;
 - (vii) the rental of comparable premises; and
 - (viii) rents paid to the Tenant under any sub leases or licences,
- (b) but must disregard:
 - (i) the value of any improvements on the Land regardless of who owns those improvements;
 - (ii) any Tenants Improvements;
 - (iii) the goodwill of the Tenant's business.

4. CPI review of Rent

4.1 Definitions

In this Special Condition 4:

- (a) **Current CPI** means the CPI number for the quarter ending immediately before the CPI Review Date.
- (b) **CPI** means the Consumer Price Index - All Groups Melbourne or if this index is not available or is discontinued or suspended, any other index that represents the rise in the cost of living in Melbourne, as the Landlord reasonably determines.
- (c) **Previous CPI** means the CPI number for the quarter ending immediately before the last date that the Rent was reviewed, adjusted or increased, or the Commencement Date (whichever is the later).

Schedule 2 Special Conditions

4.2 Review of Rent

- (a) Subject to the Retail Act, if a CPI Review Date is specified in Item 10, the Rent on the CPI Review Date will be adjusted to an amount equal to the Rent payable immediately before the CPI Review Date multiplied by the Current CPI and added to the Rent payable immediately before the CPI Review Date.
- (b) On the next due date for the payment of the Rent, after the Tenant receives notice of the adjusted Rent from the Landlord, the Landlord and the Tenant must make any necessary adjustment to apply on and from the CPI Review Date.

5. Fixed Percentage review

This Special Condition is not applicable.

6. Environmental Management

6.1 Definitions

In this Special Condition 6:

- (a) **Environmental Consultant** means an independent person who is an expert, and has at least five years practical experience, in the assessment, management and remediation of Contamination in, on, under or migrating from land.
- (b) **Environmental Improvement Plan** means an environmental improvement plan outlining the nature, cause and extent of Contamination and the recommendations for managing and cleaning up or remediating Contamination on or emanating from the Land, prepared by an Environmental Consultant.
- (c) **Environmental Law** means any Law concerning the Environment.
- (d) **Environmental Liability** means any Claim, action, obligation, Costs, fees and all other losses, damages, liabilities or harm, howsoever occasioned, brought against, incurred or suffered by the Landlord or the Tenant under an Environmental Law, including without limitation any Cost to the Landlord or the Tenant in connection with the carrying out of any works (including without limitation investigation, clean up and remediation works) by the Landlord's or Tenant's employees and the administration of carrying out of the works in connection with or arising from ownership, occupation or use of the Premises or the Land by any party to this Lease.
- (e) **Environmental Management Plan** means a written report on the Environment of the Premises which includes but is not limited to:
 - (i) an overview of the Contamination management methods including but not limited to management zones and activities that the Tenant must employ to prevent and manage Contamination and the Environment of the Premises;

Schedule 2 Special Conditions

- (ii) a schedule indicating timelines of activities to prevent and manage Contamination and changes to the Environment of the Premises;
 - (iii) allocation of roles and responsibilities, including in relation to an environmental audit process to ensure that activities to prevent and manage Contamination and changes to the Environment of the Premises are satisfactorily carried out;
 - (iv) a reporting regime for informing the Landlord of Contamination and changes to the Environment of the Premises; and
 - (v) an overview of the management of and/or mitigation strategies for Contamination and the Environment of the Premises (including but not limited to details of native vegetation management, reinstatement, rehabilitation, waste management and Environmental incidents and emergency management at the Premises).
- (f) **Environmental Notice** means any written notice, order, statement or other direction that pertains to the Environment and is issued by a Government Agency to a party to this Lease.
- (g) **Environmental Report** means a report prepared by an Environmental Consultant that sets out the condition of the Premises with respect to Contamination and the Environment in, on, under and migrating from the Premises as at the Commencement Date.

6.2 Environmental Report

- (a) If an Environmental Report is specified in Item 16, prior to the Commencement Date, the Tenant must procure and deliver to the Landlord an Environmental Report at the Tenant's Cost. The Environmental Report must be undertaken in accordance with any applicable Laws.
- (b) The Tenant must submit the Environmental Report to the Landlord for approval. If the Landlord initially declines to grant approval, the Tenant must re-submit a revised Environmental Report for the Landlord's consideration, multiple times if necessary until approval occurs.
- (c) Subject to Special Condition 6.2(d), the parties accept that the Environmental Report accurately reflects the condition of the Premises with respect to Contamination and the Environment in, on, under and migrating from the Premises at the date of the Environmental Report and will provide a benchmark for the level of Contamination and condition of the Environment at the Premises on the Commencement Date.
- (d) The Landlord may reject the Environmental Report if the Landlord is not satisfied, acting reasonably, that the Environmental Report accurately states the current condition of the Premises.

Schedule 2 Special Conditions

6.3 Environmental Management Plan

- (a) If an Environmental Management Plan is specified in Item 16, then if requested by the landlord, prior to the Commencement Date, the Tenant must prepare the Environmental Management Plan.
- (b) If requested by the Landlord, the Tenant must submit the Environmental Management Plan to the Landlord for approval. If the Landlord initially declines to grant approval, the Tenant must re-submit a revised Environmental Management Plan for the Landlord's consideration, multiple times if necessary until approval occurs.
- (c) Upon the Landlord's request, the Tenant must immediately provide to the Landlord a copy of the Environmental Management Plan.
- (d) The Tenant's operation, use and development of the Premises must be conducted in accordance with the approved Environmental Management Plan during the Term.
- (e) The Landlord may require the Tenant to procure an Environmental Management Plan during the Term if the Landlord is satisfied, acting reasonably, that the Tenant's use or occupation of the Land has caused or is likely to cause Contamination or another adverse impact on the Environment.

6.4 Ongoing obligation

- (a) If any Contamination, not otherwise disclosed within the Environmental Report procured by the Tenant under Special Condition 6.2(a), is found in, on, under or migrating from the Premises during the Term or Further Term or at the expiry or sooner determination of this Lease, the Tenant must:
 - (i) give the Landlord written Notice of the existence of the Contamination within 5 Business Days of becoming aware of the Contamination;
 - (ii) at its Cost, promptly engage an Environmental Consultant and provide the Landlord and the Environmental Consultant with access to the Premises as reasonably required to arrange or prepare an Environmental Improvement Plan as soon as practicable following the Landlord's receipt of the Tenant's notice under Special Condition 6.4(a)(i);
 - (iii) promptly comply with all recommendations contained in the Environmental Improvement Plan prepared pursuant to Special Condition 6.4(a)(ii) for any Contamination the Environmental Consultant determines reasonably has been caused or contributed to by the Tenant or the Tenant's Associates or that may be exacerbated by the Tenant or the Tenant's Associates proposed use or occupation of the Land; and
 - (iv) immediately suspend the Permitted Use on receipt of the Minister's Notice under Special Condition 6.4(h).

Schedule 2 Special Conditions

- (b) The Tenant's obligations under this Special Condition 6.4 apply whether or not the Tenant has obtained an Environment Report under Special Condition 6.2(a).
- (c) In addition to, and without limiting, any other indemnity in this Lease, if a Government Agency issues an Environmental Notice in relation to any Contamination or Environmental Liability regarding the Land, Premises, surrounding land or area to the Land and/or the Permitted Use, the Tenant agrees that:
 - (i) If the environmental Notice was issued to the Tenant:
 - (A) The Tenant must inform the Landlord of that Environmental Notice within 5 Business Days of receipt and provide a copy of it to the Landlord;
 - (B) The Landlord has the right to comment on the Environmental Notice requirements and be involved in all discussions regarding the Environmental Notice, including participating in all meetings with any Government Agency and Environmental Consultant;
 - (C) the Tenant must keep the Landlord informed about all matters concerning the Environmental Notice, including any action, stop-works or works required by the Tenant, the Government Agency and Environmental Consultant to comply with and rectify the Environmental Notice and any steps taken or proposed to be taken by the Tenant to rectify the Environmental Notice;
 - (ii) the Tenant must participate in all meetings with any Government Agency and Environment Consultant regarding the Environmental Notice if requested by the Landlord; and
 - (iii) the Tenant:
 - (A) is solely liable for any Environmental Liability; and
 - (B) must at its Cost do all things required to comply with all of the requirements in the Environmental Notice, to the standard applicable under the Environmental Notice and this Lease in respect of any Contamination, that the Government Agency or the Environmental Consultant (who prepares the Environmental Improvement Plan) determines acting reasonably, that is the subject of the Environmental Notice has been caused or contributed to by the Tenant or the Tenant's Associates occupation or use of the Premises after the Tenant's earliest occupation date.
- (d) Despite any other provisions of this Special Condition 6, the Landlord reserves the right to require the Tenant to reinstate the Premises, the Land and/or any adjoining or surrounding land or Environment (or any part thereof), impacted by any Contamination that has migrated from the Premises and which has resulted from the Tenant's use and occupation of

Schedule 2 Special Conditions

the Premises, to the condition detailed within the Environmental Report, where the Tenant is required by this Lease to obtain an Environmental Report. The Tenant must carry out all works to the standard in the Environmental Report.

- (e) If the Tenant undertakes an environmental assessment or remediation process at the Premises or on the Land, voluntarily or in accordance with the terms of this Lease, the Tenant agrees that:
 - (i) it must inform the Landlord of its intention to undertake the environmental assessment or remediation process prior to work commencing; and
 - (ii) the Landlord will have the right to comment on and be involved in the proposed process, including reasonably determining the extent of the proposed clean up by reference to the Environmental Report.
- (f) The Tenant agrees that any environmental reports it prepares or has the Environmental Consultant prepare for the Premises or Land, including clean up and remediation reports, audit reports or certificates and statements of audits, must:
 - (i) be provided to the Landlord 15 Business Days after the Tenant receives each relevant report including clean up and remediation reports, audit reports or certificates and statements of audit; and
 - (ii) allow the Landlord to rely upon those reports.
- (g) Provided that the Landlord gives the Tenant not less than 15 Business Days prior written Notice, the Tenant must provide the Landlord with reasonable access to the Tenant's relevant records and evidence of compliance with the provisions of this Special Condition 6 as and when the Landlord reasonably requests.
- (h) If the Environmental Consultant determines that the Tenant or a Tenant's Associates' occupation or use of the Premises has caused or contributed to, or may exacerbate, any Contamination, the Landlord may, in the Landlord's absolute discretion, by written Notice, require the Tenant to suspend the Permitted Use, in whole or in part, for the period set out in the Notice as determined by the Landlord (**Suspension Period**) in accordance with the Environmental Improvement Plan and otherwise in the Landlord's absolute discretion. For the avoidance of doubt, the Tenant:
 - (i) must continue to comply with this Lease during the Suspension Period; and
 - (ii) will have no right to abatement of Rent or Outgoings during the Suspension Period.
- (i) The Tenant's breach of Special Condition 6.4(a)(iii), Special Condition 6.4(a)(iv) or Special Condition 6.4(h) is an event of default for the purposes of Clause 21.2 of this Lease.

Schedule 2 Special Conditions

6.5 Exit obligation

- (a) If an Environmental Report is specified in Item 17, then when the Tenant vacates the Premises at expiry or the sooner determination of the Term or any Further Term, the Tenant must obtain a further Environmental Report ("**Exit Environmental Report**") at the Tenant's Cost from an Environmental Consultant that will be undertaken in accordance with the methodology adopted in the Environmental Report and otherwise in accordance with any applicable Laws.
- (b) If a variation is identified between the level of Contamination detailed within the Environmental Report and the Exit Environmental Report, the Landlord reserves the right to require the Tenant at its Cost to reinstate the whole or any part of the Premises, the Land and/or any adjoining or surrounding land or Environment, impacted by any Contamination that has migrated from the Premises to the condition detailed within the Environmental Report, save that the Tenant's obligation under this Special Condition 6.5(b) does not apply unless the Environmental Consultant acting reasonably concludes that the additional Contamination has been caused or contributed to by the Tenant or the Tenant's Associates use and occupation of the Premises.

6.6 Notices

Without limiting any other obligations under this Lease, the Tenant must at all times comply with all Notices, orders and requirements reasonably required by the Landlord and of any Government Agency in relation to the storage or handling of substances that are potentially hazardous to the Environment.

6.7 No merger

The rights and obligations of the parties under this Special Condition 6 survive the expiry or sooner determination of this Lease.

6.8 Dispute Resolution

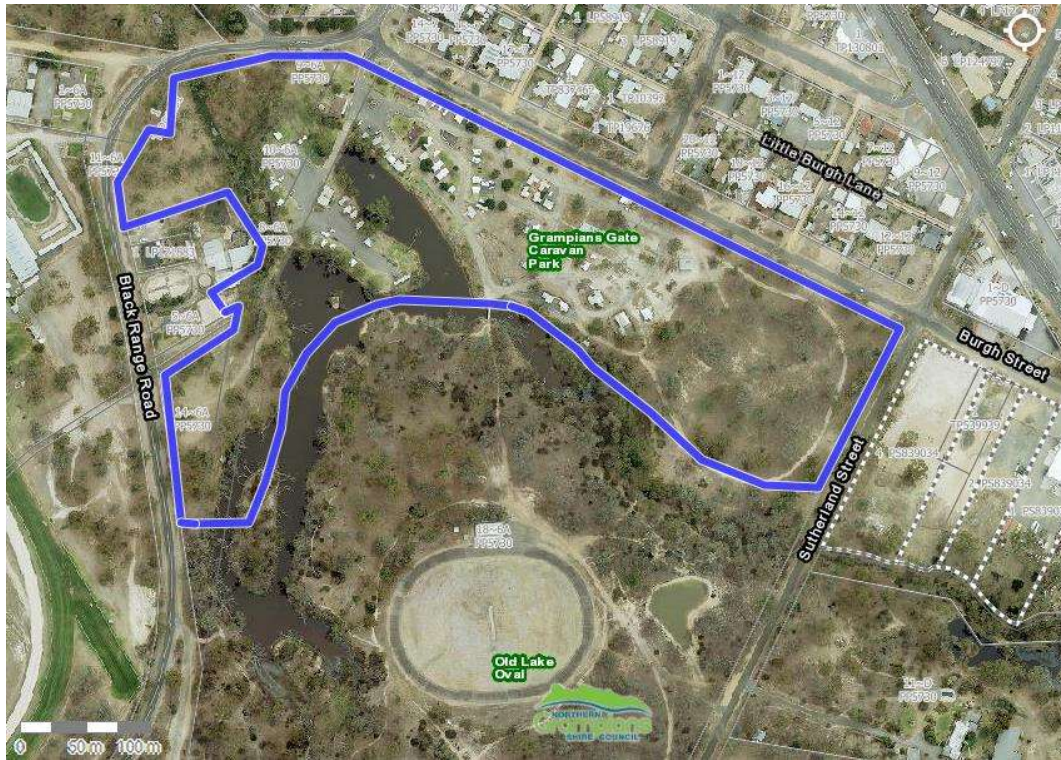
- (a) If any dispute arises under Special Conditions 6.2 to 6.5 between the Landlord and the Tenant, either party may give a Dispute Notice, referring the dispute for expert determination.
- (b) If a dispute is referred for expert determination, appointment of the Expert will be requested by the party giving the Dispute Notice.
- (c) The Expert will:
 - (i) fix and inform each party of a time for the parties to present their respective positions to the Expert. Unless otherwise agreed between the parties, the parties must present their respective positions to the Expert no later than 5 Business Days after the Expert's appointment;
 - (ii) make a determination or finding in respect of the dispute within 10 Business Days after the parties have presented their respective positions. Any determination of a dispute by the Expert will

Schedule 2 Special Conditions

include a determination as to the award of costs and will be final and binding on all parties; and

- (iii) act as an expert and not an arbitrator.
- (d) The parties will continue to perform their respective obligations under this Lease pending the resolution of a dispute under this Special Condition.
- (e) The Landlord and Tenant will not oppose any application for interlocutory relief pending resolution of a dispute by the Expert under this Special Condition.
- (f) In this Special Condition:
 - (i) **Dispute Notice** means a notice in writing given by either party to the other setting out details of a dispute that has arisen in relation to this Lease between the Landlord and Tenant; and
 - (ii) **Expert** means an expert appointed by the President of the Law Institute of Victoria from time to time.

Attachment 1 Plan of Premises



10. Notices of Motion or Rescission

Nil

11. Reports from Councillors/Committees

Nil

12. Urgent Business

The CEO asked that the matter of Amendments to Governance Rules be considered as Urgent Business.

Cr Dempsey asked that the matter of letters to the incoming and outcoming Ministers for Local Government be considered as Urgent Business.

Cr Emerson asked that the nomination and support for Cr Erwin as Council's endorsed applicant to the newly established Recycling Victoria Local Government Committee be considered as Urgent Business.

Cr Ostarcevic asked that a request to reduce the speed limit on the 3 arterial approaches to the roundabout on Napier Street St Arnaud be considered as Urgent Business.

RESOLUTION

That the items as listed be considered as Urgent Business.

Moved: Cr Murray Emerson

Seconded: Cr Rob Haswell

Carried

12.1. Amendments to Governance Rules

Author/Position: Mary Scully, Manager Governance and Civic Support

Purpose

The purpose of this report is for Council to commence the process to amend its Governance Rules.

Summary

Amendments to the *Local Government Act 2020* (LG Act) concerning virtual meetings will take effect on 2 September 2022 and this mean that councils will be able to conduct virtual meetings in accordance with their relevant Governance Rules on a permanent basis.

By this date Council's Governance Rules will need to make express provision for requesting and approving attendance at Council meetings by electronic means of communication.

In developing or amending its Governance Rules Council must ensure that a process of community engagement is followed in accordance with section 60(4) of the LG Act.

Recommendation

That Council commences the process to amend its Governance Rules.

RESOLUTION

That Council commences the process to amend its Governance Rules.

Moved: Cr Eddy Ostarcevic

Seconded: Cr Lauren Dempsey

Carried

Background/Rationale

Reforms relating to virtual council meetings will be incorporated into Division 2, Part 3 of the *Local Government Act 2020* and require Council to develop and keep in force Governance Rules relating to:

- The conduct of council (and delegated committee) meetings held by electronic means; and
- Requesting and approving attendance by electronic means.

The new provisions further provide that Councillors and members of delegated committees may attend and be present by electronic means of communication provided they comply with the Governance Rules.

Under section 66 of the LG Act a council or delegated committee must keep a meeting “open to the public” except in specified circumstances. New provisions insert a definition of “open to the public” to mean:

- Either, attendance in person by a member of the public, or a meeting that is broadcasted live on the council internet site; or
- A recorded meeting that is published on the council internet site as soon as practicable after the meeting (in the case of a delegated or joint delegated committee only); or
- Any other prescribed means of meeting.

The revised Governance Rules (**attached**) include detailed provisions including:

1. whether meetings are to be wholly attendance meetings, wholly virtual meetings or partially attendance and partially virtual meetings;
2. the format, if a meeting is intended to be a wholly attendance meeting, for a Councillor to request that they attend by electronic means;
3. a decision by Council as to whether it accedes to such a request

The proposed amendments are based on the assumption that Council will not unreasonably refuse a Councillor’s request to participate remotely in a meeting that is earmarked to take place in person.

From 2 September 2022, the amendments will supercede Part 12 of the LG Act which currently enables councils to conduct meetings virtually in response to Covid-19.

Officers are taking the opportunity to make the following miscellaneous changes to the existing Governance Rules:

- (a) made it clearer that the Mayor can only be elected with an absolute majority of votes;
- (b) provide for the acceptance of electronic petitions, joint letters and memorials;
- (c) reflect the repeal of certain provisions in the *Local Government Act 1989*; and
- (d) adopt more gender-neutral language.

It is proposed to undertake a process of community engagement on the proposed amendments to the existing Rules.

Legislation, [Council Plan](#), Strategy and Policy Implications

Local Government Act 2020

Local Government Victoria Good Practice Guideline MCPG-3

Options

That Council commences the formal process to amend its Governance Rules. **[recommended]**

That Council does not amend its Governance Rules. **[not recommended]**

Implications

Any identified sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/privacy, risk management, budgetary and asset management implications have been addressed in this report.

The subject matter has not raised any sustainability issues (economic, social, environmental or climate change) or heritage/cultural, amenity, human rights/gender equality, privacy, risk management, budgetary and asset management implications.

Procurement

Not applicable

Community Engagement

In developing and amending its Governance Rules Council must ensure that a process of community engagement is followed in accordance with section 60(4) of the LG Act. It is proposed that engagement will be undertaken by giving public notice in local newspapers and the council website. Council will be asked to consider any submissions received prior to making a formal decision to amend the Governance Rules.

Innovation and Continuous Improvement

Not applicable

Collaboration

Not applicable

Officer's Declaration of Interest

All officers providing advice to Council must disclose any interests, including the type of interest.

Mary Scully, Manager Governance and Civic Support

In providing this advice as the author, I have no disclosable interests in this report.

Attachments

Governance Rules 2022

Governance Rules



September 2022



Northern Grampians Shire Council
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INTRODUCTION

1. Nature of Rules

These are the Governance Rules of the Northern Grampians Shire Council, made in accordance with section 60 of the *Local Government Act 2020*.

2. Date of Commencement

These Governance Rules commence on **1 September 2022**

3. Contents

These Governance Rules are divided into the following Chapters—

Chapter 1	Governance Framework
Chapter 2	Meeting Procedure for Council Meetings
Chapter 3	Meeting Procedure for Delegated Committees
Chapter 4	Meeting Procedure for Community Asset Committees
Chapter 5	Election Period Policy
Chapter 6	Disclosure of Conflict of Interest
Chapter 7	Miscellaneous

4. Definitions

In these Governance Rules, unless the context suggests otherwise, the following words and phrases mean—

<i>Act</i>	<i>means the Local Government Act 2020</i>
<i>attend and in attendance</i>	<i>include attend or in attendance by electronic means</i>
<i>Chief Executive Officer</i>	<i>means the Chief Executive Officer of Council</i>
<i>Community Asset Committee</i>	<i>means a Community Asset Committee established under section 65 of the Act</i>
<i>Council</i>	<i>means the Northern Grampians Shire Council</i>
<i>Councillor</i>	<i>means a person who is an elected member of the Council as defined under the Act</i>
<i>Council meeting</i>	<i>means a meeting of the Council convened in accordance with these Governance Rules and includes a scheduled meeting and unscheduled meeting (whether held as face to face (in-person) attendance in a set location or via electronic means (virtual) or in a 'hybrid' or 'parallel' format that mixes in-person and electronic attendance</i>
<i>delegated committee</i>	<i>means a delegated committee established under section 63 of the Act</i>
<i>Mayor</i>	<i>means the Mayor of the Council</i>
<i>these Rules</i>	<i>means these Governance Rules</i>

senior officer

means a member of the Executive Leadership Team

CHAPTER 1 - GOVERNANCE FRAMEWORK

1. Context

These Rules should be read in the context of and in conjunction with—

- 1.1 the overarching governance principles specified in section 9(2) of the *Act*; and
- 1.2 the following documents adopted or approved by *Council*—
 - 1.2.1 *Councillor Code of Conduct*
 - 1.2.2 *Election Period Policy*
 - 1.2.3 *Conflict of Interest Procedure*
 - 1.2.4 *Code of Conduct for Staff*
 - 1.2.5 *Audit and Risk Committee Charter*
 - 1.2.6 *Council Expenses Policy*
 - 1.2.7 *Public Transparency Policy*
 - 1.2.8 *Community Engagement Policy*
 - 1.2.9 *Audio Visual Recording Policy*
- 1.3 any relevant Ministerial Direction Guidelines prepared by the Minister for Local Government.

2. Decision Making

- 2.1 In any matter in which a decision must be made by a *Council* (including persons acting with the delegated authority of *Council*), *Council* must consider the matter and make a decision—
 - 2.1.1 fairly, by giving consideration and making a decision which is balanced, ethical and impartial; and
 - 2.1.2 on the merits, free from favouritism or self-interest and without regard to irrelevant or unauthorised considerations.
- 2.2 *Council* must, when making any decision to which the principles of natural justice apply, adhere to the principles of natural justice (including, without limitation, ensuring that any person whose rights will be directly affected by a decision of *Council* is entitled to communicate their views and have their interests considered).
- 2.3. Without limiting anything in paragraph (b) of this sub-Rule—
 - 2.3.1 before making a decision that will directly affect the rights of a person, *Council* (including any person acting with the delegated authority of *Council*) must identify the person or persons whose rights will be directly affected, give notice of the decision which *Council* must make and ensure that such person or persons have an opportunity to communicate their views and have their interests considered before the decision is made;
 - 2.3.2 if a report to be considered at a *Council meeting* concerns subject-matter which will directly affect the rights of a person or persons, the report must record whether the person has or persons have been provided with an opportunity to communicate their views and have their interests considered;
 - 2.3.3 if a report to be considered at a *delegated committee* meeting concerns subject-matter which will directly affect the rights of a person or persons, the report must record

whether the person has or persons have been provided with an opportunity to communicate their views and have their interests considered; and

- 2.3.4 if a member of Council staff proposes to make a decision under delegation and that decision will directly affect the rights of a person or persons, the member of Council staff must, when making that decision, complete a Delegate Report that records that notice of the decision to be made was given to the person or persons and such persons were provided with an opportunity to communicate their views and their interests considered.

CHAPTER 2 - MEETING PROCEDURE FOR COUNCIL MEETINGS

PART A - Introduction

1. Title

This Chapter will be known as the "Meeting Procedure Chapter".

2. Purpose of this Chapter

The purpose of this Chapter is to—

- 2.1 provide for the election of the Mayor and any Deputy Mayor;
- 2.2 provide for the appointment of any Acting Mayor;
- 2.3 provide for the procedures governing the conduct of *Council meetings*; and
- 2.4 set the rules of behaviour for those participating in or present at *Council meetings*.

3. Definitions and Notes

3.1 In this Chapter, the following words—

<i>absolute majority</i>	<i>means the number of Councillors or members which is greater than half the total number of the members of a Council or committee</i>
<i>agenda</i>	<i>means the notice of a meeting setting out the business to be transacted at the meeting</i>
<i>amendment</i>	<i>means a proposed alteration to improve the terms of a motion, without being contradictory</i>
<i>Chair</i>	<i>means the Chairperson of a meeting and includes a Councillor who is appointed by resolution to chair a meeting under section 61(3) of the Act</i>
<i>delegated committee</i>	<i>means a delegated committee established by council under s.63 of the Act to exercise any power of a council</i>
<i>division</i>	<i>means a formal count and recording of the names of those for, and those against and abstaining from voting on a motion</i>
<i>minutes</i>	<i>means the collective record of proceedings of meetings</i>
<i>municipal district</i>	<i>means the municipal district of Council</i>
<i>notice of motion</i>	<i>means a notice setting out the text of a motion which it is proposed to move at the next relevant meeting</i>
<i>notice of rescission</i>	<i>means a notice of motion to rescind a resolution made by Council</i>
<i>point of order</i>	<i>means an objection made by a Councillor that any matter or situation currently before a Council meeting is contrary to these Rules, or is a defamatory, derogatory, irrelevant, or improper statement</i>
<i>quorum</i>	<i>means the minimum number of members of the Council or committee required by the Act and these Rules to be present in order to constitute a valid Council or committee meeting</i>
<i>resolution</i>	<i>means a formal decision made at a meeting of a delegated committee</i>
<i>unscheduled Council meeting</i>	<i>means a meeting that is not part of the advertised existing schedule of meetings</i>

vote	means expression of opinion by a show of hands
written	includes duplicated, lithographed, photocopied, printed and typed, and extends to both hard copy and soft copy form, and writing has a corresponding meaning

- 3.2 Introductions to some Parts, headings and notes are explanatory notes and do not form part of this Chapter. They are provided to assist understanding.

Part B - Election of Mayor

Introduction: This Part is concerned with the annual election of the Mayor. It describes how the Mayor is to be elected.

4. When Required

The *Chief Executive Officer* must facilitate the election of the *Mayor* in accordance with the provisions of the *Act*.

5. Method of Voting

The election of the *Mayor* must be carried out by a show of hands. ~~or following a resolution made in accordance with Rule 83, an electronic method that enables those observing (in attendance and those watching a live stream broadcast) to see who a Councillor has voted for at the time the vote is taken.~~

6. Determining the Election of the Mayor

- 6.1 The election of the *Mayor* must be conducted in accordance with the *Act* and *these Rules*.
- 6.2 At a meeting that is open to the public, the *Councillors* must elect a *Councillor* to be the *Mayor* of the *Council*.
- 6.3 At any meeting to elect the *Mayor*, the *Chief Executive Officer* will be the *Chair* and must open the meeting, invite nominations for the office of *Mayor* and confirm acceptance of the nomination with the nominee.
- 6.4 The election of the *Mayor*, or of a temporary or acting *Chair*, must be carried out by a show of hands.
- 6.5 Subject to sub-Rules 6.6 and 6.7.2, the *Mayor* must be elected by an *absolute majority* of the *Councillors*.
- 6.6 If an *absolute majority* cannot be obtained at the meeting, the *Council* may resolve to conduct a new election at a later specified time and date.
- 6.7 Once nominations for the office of *Mayor* have been received, the following provisions will govern the election of the *Mayor*—
 - 6.7.1 the nomination of a candidate for office must be moved and seconded by a *Councillor* other than the nominee and accepted by the nominee;
 - 6.7.2 where only one *Councillor* is a candidate for *Mayor* the meeting must declare that *Councillor* to be duly elected as *Mayor*;
 - 6.7.3 where two or more nominations are received, a *vote* must be taken and the *Councillor* who receives the number of *votes* equal to or greater than half the *Councillors* of the *Council* must be declared elected;
 - 6.7.4 where two candidates have been nominated and no candidate receives the number of *votes* equal to half the *Councillors* of the *Council*, a second *vote* will be conducted;

- 6.7.5 where, after a second vote, two candidates have been nominated and no candidate receives the number of votes equal to half the *Councillors* of the *Council* the *Chief Executive Officer* will seek the meeting to resolve to conduct a new election at a meeting to be held at 6pm the following day;
- 6.7.6 in the event that no candidate receives an *absolute majority* of the votes, and it is not resolved to conduct a new election at a later date and time, the candidate with the fewest number of votes must be declared to be a defeated candidate. The *Councillors* present at the meeting must then vote for one of the remaining candidates;
- 6.7.7 if one of the remaining candidates receives an *absolute majority* of the votes, they are duly elected. If none of the remaining candidates receives an *absolute majority* of the votes and it is not resolved to conduct a new election at a later day and time, the process of declaring the candidates with the fewest number of votes a defeated candidate and voting for the remaining candidates must be repeated until one of the candidates receives an *absolute majority* of the votes. That candidate must then be declared to have been duly elected;
- 6.7.8 in the event of two or more candidates having an equality of votes and one of them having to be declared:
- (a) a defeated candidate; and
 - (b) duly elected
- the declaration will be determined by lot;
- 6.7.9 If a lot is conducted, the *Chief Executive Officer* will have the conduct of the lot and the following provisions will apply:
- (a) each candidate will draw one lot;
 - (b) the order of drawing lots will be determined by the alphabetical order of the surnames of the *Councillors* who received an equal number of votes except that if two or more such *Councillors'* surnames are identical, the order will be determined by the alphabetical order of the *Councillors'* first names; and
 - (c) as many identical pieces of paper as there are *Councillors* who received an equal number of votes must be placed in a receptacle. If the lot is being conducted to determine who is a defeated candidate, the word "Defeated" shall be written on one of the pieces of paper, and the *Councillor* who draws the paper with the word "Defeated" written on it must be declared the defeated candidate (in which event a further vote must be taken on the remaining candidates unless there is only one candidate remaining, in which case that candidate will be declared to have been duly elected); and
- 6.7.10 no candidate can be elected unless they receive an *absolute majority* of the votes.

7. Election of Deputy Mayor and Chairs of Delegated Committees

Any election for—

- 7.1 any office of Deputy Mayor; or
- 7.2 Chair of a *delegated committee*

will be regulated by Rules 4-6 (inclusive) of this Chapter, as if the reference to the—

- 7.3 *Chief Executive Officer* is a reference to the *Mayor*; and
- 7.4 *Mayor* is a reference to the Deputy Mayor or the Chair of the *delegated committee* (as the case may be).

8. Appointment of Acting Mayor

- 8.1 If *Council* has not established an office of Deputy Mayor and there is a vacancy in the office of the *Mayor* or if the *Mayor* is unable for any reason to attend a *Council meeting* or part of a *Council meeting* or is incapable of performing the duties of the office of *Mayor* for any reason, including illness, the *Council* must—
- 8.1.1 resolve that a specified *Councillor* be so appointed as the Acting *Mayor* for a specified period; or
- 8.1.2 follow the procedure set out in Rules 5 and 6 (inclusive) of this Chapter, at its discretion.

Part C - Meetings Procedure

Introduction: This Part is divided into a number of Divisions. Each Division addresses a distinct aspect of the holding of a meeting. Collectively, the Divisions describe how and when a meeting is convened, when and how business may be transacted at a meeting.

9. Purpose

- 9.1 *Council* holds scheduled meetings and *unscheduled Council meetings* when required to conduct the business of the *Council*.
- 9.2 *Council* is committed to transparency in decision making and, in accordance with the *Act*, *Council* and *delegated committee* meetings are open to the public unless the *Council* or *delegated committee* considers it necessary to close the meeting to the public because of the following circumstances—
- (a) the meeting is to consider confidential information; or
- (b) for security reasons; or
- (c) it is necessary to do so to enable the meeting to proceed in an orderly manner.
- 9.3 If the circumstances specified in sub-Rules 9.2(b) and (c) apply, the meeting can only be closed to the public if the *Council* or *delegated committee* has made arrangements to enable the proceedings of the meeting to be viewed by members of the public as the meeting is being held.
- 9.4 For the purposes of 9.3, the arrangements may include provision to view the proceedings on the internet or on closed circuit television.
- 9.5 If a meeting is to be closed to the public to consider confidential information, the *Council* or *delegated committee* must record in the *minutes* of the meeting that are available for public inspection—
- (a) the ground/s for determining to close the meeting by reference to the grounds specified in the definition of *confidential information* in section 3(1); and
- (b) an explanation of why the specified ground/s applied.

10. Apologies and Absences

- 10.1 A *Councillor* who is unable to attend a meeting may submit an apology—
- (a) in writing to the *Chair*, who will advise the meeting;
- (b) by seeking another *Councillor* to submit it at the meeting on their behalf;
- 10.2 An apology submitted to a meeting will be recorded in the *minutes*.

- 10.3 A *Councillor* intending to take a leave of absence should submit it in writing to the *Mayor*.
- 10.4 The *Mayor* will seek to have any leave of absence request received included in the *agenda* of the next *Council meeting*.
- 10.5 A leave of absence not included in a *Council meeting agenda* may still be considered by the *Council* if a *written* request has been received by the *Mayor* prior to the meeting.
- 10.6 *Council* will not necessarily withhold its approval of a leave of absence request.
- 10.7 A *Councillor* who has not submitted an apology or had a leave of absence approved who is not in attendance at a *Council meeting* will be recorded as absent.

Division 1 - Notices and Agendas

Overview: Council meetings are held regularly to conduct the ongoing business of the Council and unscheduled meetings may be held from time to time. It is important that the community is made aware of the times, dates and locations of Council and delegated committee meetings and the matters the Council will consider. The timing of this notice should give the community adequate time to make arrangements to attend the meeting or view via the livestream if available.

An agenda for each Council meeting must be provided to Councillors in advance so that they can prepare adequately for the Council meeting. The agenda contains the order of business and the professional advice of the organisation, with a recommendation for Council to consider.

The agenda is made available to the public via Council's website and at Customer Service Centres.

11. Dates and Times of Meetings Fixed by Council

- 11.1 The date, time and place of all *Council meetings* are to be fixed by the *Council* from time to time and reasonable notice (at least seven days unless urgent or extraordinary circumstances prevent *Council* complying with this minimum) of such meetings must be provided to the public.
- 11.2 Advertising of *Council meetings* can be done as a schedule of meetings either annually or at various times throughout the year, or just prior to each meeting unless extraordinary circumstances exist.
- 11.3 The *Council* may alter the date, time and place of any *Council meeting* which has been fixed by it and must provide reasonable notice (at least seven days unless urgent or extraordinary circumstances prevent *Council* complying with this minimum) of the change to the public.
- 11.4 The *Council* by resolution can determine the proposed or preferred format style of meetings (in-person, electronic including hybrid or parallel) noting the criteria and process available for a member who wishes to request approval to attend by electronic means.
- 11.5 The *Council* may determine certain meetings that must be held solely as face-to-face (in-person) meetings.

12. Urgent or Extraordinary Circumstances

- 12.1 If urgent or extraordinary circumstances prevent the *Council* from complying with the minimum of seven days' notice, the *Council* will—
 - 12.1.1 give such notice as is practicable via the *Council* website and social media streams as well as at each Customer Service Centre; and
 - 12.1.2 specify in the minutes the urgent or extraordinary circumstances which prevented the *Council* from complying.

- 12.2 In the case of an emergency, the *Chief Executive Officer* or, in the absence of both, a *senior officer*, may postpone a *Council meeting*, provided every reasonable attempt is made to notify every *Councillor* of the postponement.
- 12.3 The *Chief Executive Officer* or *senior officer* must submit a full written report of the circumstances requiring their action in respect of the emergency postponement at the next *Council meeting*.

13. Unscheduled Council Meetings (meetings not fixed by Council)

- 13.1 *Council* may by resolution call an *unscheduled Council meeting*.
- 13.2 The *Mayor* or at least three *Councillors* may by a written notice to the *Chief Executive Officer* call an *unscheduled Council meeting*.
- 13.3 A written notice to call an *unscheduled Council meeting* must—
 - 13.3.1 specify the date and time of the *Council meeting* and the business to be transacted;
 - 13.3.2 be delivered to the *Chief Executive Officer* in sufficient time to enable at least 24 hours notice to be given to each *Councillor*.
- 13.4 The *Chief Executive Officer* must convene the *Council meeting* as specified in the written note and determine the time and date for the meeting, giving consideration to—
 - 13.4.1 the urgency of the business to be transacted;
 - 13.4.2 the availability of *Councillors*; and
 - 13.4.3 a reasonable notice period for persons whose rights or interests may be impacted by the business to be transacted.
- 13.5 The *Chief Executive Officer* must arrange for notice of the meeting on *Council's* website.
- 13.6 Any resolution of *Council* to call an *unscheduled meeting* must specify the date and time and place of the *unscheduled Council meeting* and the business to be transacted. The date and time of the *unscheduled Council meeting* must not be prior to 6pm on the day following the *Council meeting* at which the resolution was made.
- 13.7 The *Chief Executive Officer* must call an *unscheduled Council meeting* to elect a *Mayor* following a *Council* election declaration, in accordance with the *Act*.
- 13.8 The *unscheduled Council meeting* for the election of a *Mayor* following an election may also consider the role of Deputy Mayor and any other matters as determined by the *Chief Executive Officer*.
- 13.9 Only the business specified in the *Council resolution*, or written notice, may be considered at an *unscheduled Council meeting*, unless all *Councillors* are present and unanimously agree to deal with any other matter.

14. Notices and Agendas

- 14.1 The notice for any *Council meeting*, incorporating or accompanied by an *agenda* of the business to be dealt with, must state the date, time and place of the meeting and the business to be dealt with and must be delivered or sent electronically to each *Councillor* for scheduled *Council meetings* at least five working days the week prior to the meeting. A period of less than five working days may be justified if exceptional circumstances exist.
- 14.2 The notice for any *unscheduled Council meeting* must state the date, time and place of the meeting and the business to be dealt with and must be sent by electronic medium, post or otherwise delivered to each *Councillor* giving as much time as is reasonably practicable prior to the meeting.
- 14.3 An *agenda* for each *Council meeting* will be made available on Council's website—

- (a) no less than 48 hours before the meeting for a *Council meeting*;
 - (b) no less than 24 hours before an *unscheduled Council meeting*;
- 14.4 An *agenda* for an *unscheduled Council meeting* must be made available electronically to every *Councillor* at least 48 hours before the meeting. A period of less than 48 hours may be justified if exceptional circumstances exist.
- 14.5 Reasonable notice of each *Council meeting* must be provided to the public. *Council* may do this:
 - 14.5.1 for *meetings* which it has fixed by preparing a schedule of meetings annually, arranging publication of such schedule in a newspaper generally circulating in the *municipal district*; and
 - 14.5.2 for any meeting by giving notice on its website; and
 - (a) in each of its Customer Service Centres; and/or
 - (b) in at least one newspaper generally circulating in the *municipal district*.

15. Leave of Absence

Notices and other *Council meeting* papers will continue to be made available to *Councillors* electronically during the period of absence.

Division 2 - Quorums

Overview: No business can be transacted at a Council meeting or a delegated committee meeting unless a majority of the Councillors or members of the delegated committee (as the case may be) is present (quorum). If there is no quorum at the commencement of a meeting or if a quorum cannot be maintained during a meeting, the meeting is to be adjourned to another date and/or time.

16. Inability to Obtain a Quorum

If after 30 minutes from the scheduled starting time of any *Council meeting*, a *quorum* cannot be obtained:

- 16.1 the meeting will be deemed to have lapsed;
- 16.2 the *Mayor* must convene another *Council meeting*, the *agenda* for which will be identical to the *agenda* for the lapsed meeting; and
- 16.3 the *Chief Executive Officer* must give all *Councillors* written notice of the meeting convened by the *Mayor*.

17. Inability to Maintain a Quorum

- 17.1 If during any *Council meeting*, a *quorum* cannot be maintained then Rule 16 will apply as if the reference to the meeting is a reference to so much of the meeting as remains.
- 17.2 Sub-Rule 17.1 does not apply if the inability to maintain a *quorum* is because of the number of *Councillors* who have a conflict of interest in the matter to be considered.

18. Adjourned Meetings

- 18.1 *Council* may adjourn any meeting to another date or time but cannot in the absence of disorder or a threat to the safety of any *Councillor* or member of *Council* staff adjourn a meeting in session to another place.
- 18.2 The *Chief Executive Officer* must give written notice to each *Councillor* of the date, time and place to which the meeting stands adjourned and of the business remaining to be considered.
- 18.3 If it is impracticable for the notice given under sub-Rule 18.2 to be in writing, the *Chief Executive Officer* must give notice to each *Councillor* by telephone or in person.

19. Cancellation or Postponement of a Meeting

- 19.1 The *Chief Executive Officer* may, in the case of an emergency necessitating the cancellation or postponement of a *Council meeting*, cancel or postpone a *Council meeting*.
- 19.2 The *Chief Executive Officer* must immediately following a *Council meeting* present a *written* report on any exercise of the power conferred by sub-Rule 19.1.

20. Time Limits for Meetings

- 20.1 A meeting cannot be continued for more than 30 minutes (or a further 30 minutes if a majority of *Councillors* has already *voted* to continue it for 30 minutes).
- 20.2 In the absence of such continuance, the meeting must stand adjourned to a time, date and place announced by the *Chair* immediately prior to the meeting standing adjourned. In that event, the provisions of sub-Rules 18.2 and 18.3 apply.

Division 3 - Minutes

Overview: The minutes of a meeting must contain details of the proceedings and resolutions made, be clearly expressed, be self-explanatory and incorporate relevant reports or a summary of the relevant reports considered in the decision-making process. The minutes of a Council meeting must be submitted to the next appropriate Council meeting for confirmation.

21. Keeping of Minutes

- 21.1 The *Chief Executive Officer* is responsible for the keeping of *minutes* of *Council meetings* on behalf of the *Council*.
- 21.2 The *Chief Executive Officer* is responsible for making the *minutes* of *Council meetings* available to *Councillors* and members of the public by—
 - 21.2.1 uploading *minutes* for *Councillors* to view electronically within seven business days;
 - 21.2.2 posting *minutes* on *Council's* website in the week following the *Council meeting*;
 - 21.2.3 providing electronic copies of *minutes* on request;
 - 21.2.4 providing hard copies of *minutes* at *Council* offices on request.

22. Confirmation of Minutes

- 22.1 At every *Council meeting*, the *minutes* of the preceding *Council meeting* must be dealt with as follows:
 - 22.1.1 a copy of the *minutes* must be delivered to each *Councillor* no later than 48 hours before the meeting;
 - 22.1.2 if no *Councillor* indicates opposition, the *minutes* must be declared to be confirmed;
 - 22.1.3 if a *Councillor* indicates opposition to the *minutes*—
 - (a) they must specify the item or items with which they are dissatisfied;
 - (b) the objected item or items must be considered separately and in the order in which they appear in the *minutes*;
 - (c) the *Councillor* objecting must move accordingly without speaking to the motion;
 - (d) the motion must be seconded;
 - (e) the *Chair* must ask:
"Is the motion opposed?"

- (f) if no *Councillor* indicates opposition, then the *Chair* must declare the motion carried without discussion and then ask the second of the questions described in sub-Rule 22.1.3(k);
- (g) if a *Councillor* indicates opposition, then the *Chair* must call on the mover to address the meeting;
- (h) after the mover has addressed the meeting, the seconder may address the meeting;
- (i) after the seconder has addressed the meeting (or after the mover has addressed the meeting if the seconder does not address the meeting), the *Chair* must invite debate by calling on any *Councillor* who wishes to speak to the motion, providing an opportunity to alternate between those wishing to speak against the motion and those wishing to speak for the motion;
- (j) if, after the mover has addressed the meeting, the *Chair* invites debate and no *Councillor* speaks to the motion, the *Chair* must put the motion; and
- (k) the *Chair* must, after all objections have been dealt with, ultimately ask:
"The question is that the *minutes* be confirmed" or
"The question is that the *minutes*, as amended, be confirmed".
and then must put the question to the vote accordingly.

22.2 A resolution of Council must confirm the *minutes* and the *minutes* must, if practicable, be signed by the *Chair* of the meeting at which they have been confirmed.

22.3 The confirmed *minutes* will be recorded in the Council's electronic document records management system and the meeting minutes index updated.

22.4 Unless otherwise resolved or required by law, *minutes* of a *delegated committee* requiring confirmation by Council must not be available to the public unless confirmed by Council.

23. No Debate on Confirmation of Minutes

No discussion or debate on the confirmation of *minutes* is permitted except where their accuracy as a record of the proceedings of the meeting to which they relate is questioned.

24. Deferral of Confirmation of Minutes

The Council may defer the confirmation of *minutes* until later in the Council meeting or until the next meeting as appropriate.

25. Form and Availability of Minutes

25.1 In keeping the *minutes* of any Council meeting, the *Chief Executive Officer* (or other person authorised by the *Chief Executive Officer* to attend the meeting and to take the *minutes* of such meeting) must keep *minutes* of each Council meeting, and those *minutes* must record—

25.1.1 the date, place, time and nature of the meeting and if was commenced, adjourned, resumed and concluded;

25.1.2 the names of Councillors and whether they are PRESENT, an APOLOGY, on LEAVE OF ABSENCE, etc;

25.1.3 the names of members of Council staff present;

25.1.4 the arrival and departure times of Councillors during the course of the Council meeting (including any temporary departures or arrivals);

- 25.1.5 disclosure of a **conflict of interest** made by a Councillor, **including the explanation given by the Councillor under Chapter 6 and whether the conflict of interest was said by the Councillor to be a general conflict of interest or a material conflict of interest; and any declaration of a conflict of interest made under the Act;**
- 25.1.6 every motion and *amendment* moved, including the mover of the motion or *amendment*;
- 25.1.7 every motion and *amendment* seconded, including the seconder of the motion or *amendment*;
- 25.1.8 the outcome of every motion and *amendment*, that is,
 - (a) whether it was put to the *vote*;
 - (b) if it was put to the *vote*, the result of the *vote* (namely CARRIED, LOST, WITHDRAWN, LAPSED OR AMENDED);
- 25.1.9 procedural motions (which might be highlighted);
- 25.1.10 where a valid *division* is called, a table of the names of every *Councillor* and the way their *vote* was cast, either FOR or AGAINST, and abstentions;
- 25.1.11 **the *vote* cast by any *Councillor* who has requested that their *vote* be recorded in the minutes;**
- 25.1.12 details of failure to achieve or maintain a *quorum* and any adjournment whether as a result of lack of a *quorum* or otherwise;
- 25.1.13 details of any petitions made to the *Council*;
- 25.1.14 the time and reason for any adjournment of the meeting or suspension of standing orders and resumption;
- 25.1.15 when requested by a *Councillor*, a record of their support of, opposition to, or abstention from voting on any motion, noting that under s.61(5) of the *Act* that a *Councillor* present at the meeting who does not *vote* is taken to have *voted* against the question;
- 25.1.16 a summary of any question asked and the response provided as part of public question time;
- 25.1.17 inclusion in confidential reports the relevant ground or grounds designated Confidential under section 3(1) of the *Act* as to why the reports are deemed to be confidential; and
- 25.1.18 any other matter, which the *Chief Executive Officer* thinks should be recorded to clarify the intention of the meeting or assist in the reading of the *minutes*.
- 25.2 In addition, the *minutes* should—
 - 25.2.1 be page numbered;
 - 25.2.2 contain consecutive item numbers which are clearly headed with subject titles; and
 - 25.2.3 be indexed and be supplemented by an annual cumulative index.

26. Availability of Minutes

- 26.1 The *Chief Executive Officer* must ensure that the *minutes* of any *Council meeting* are:
 - 26.1.1 published on the Council's website; and
 - 26.1.2 available for inspection at Council's office during normal business hours.

- 26.2 Nothing in Rule 25.2 requires *Council* or the *Chief Executive Officer* to make public any *minutes* relating to a *Council meeting* or part of a *Council meeting* closed to members of the public in accordance with section 66 of the *Act*.
- 26.1 A person in the gallery must not operate film, photograph or use tape-recording or other equipment to reproduce sound and/or images at any meeting without first obtaining the consent of the *Chair*.
- 26.2 The consent of the *Chair* may be revoked at any time during the course of a meeting by the *Chair* stating that consent has been revoked and ordering that the recording ceases.

Division 4 - Business of Meetings

Overview: The business to be transacted at a Council meeting is contained in the agenda provided to Councillors and available to the public on Council's website. The Chief Executive Officer oversees preparation of the agenda to determine the content and order of business to facilitate open, efficient and effective processes of government. The role of the Mayor includes providing advice to the Chief Executive Officer when the Chief Executive Officer is setting the agenda for Council meetings. Council can admit an item of urgent business if it has arisen after distribution of the agenda and cannot be reasonably deferred to the next meeting.

27. Agenda and Order of Business

- 27.1 The *agenda* for and the order of business for a *Council meeting* is to be determined by the *Chief Executive Officer* so as to facilitate and maintain open, efficient and effective processes of government.
- 27.2 The business of a *Council meeting* must be conducted in the following order unless the *Council* otherwise resolves.
 - 27.2.1 Opening of meeting and reading of Affirmation
 - 27.2.2 Apologies and requests for leave of absence
 - 27.2.3 Confirmation of minutes
 - 27.2.4 Business arising from previous minutes
 - 27.2.5 Disclosures of interest and declarations of conflict of interest
 - 27.2.6 Presentations/awards
 - 27.2.7 Items brought forward
 - 27.2.8 Presentations of petitions and joint letters
 - 27.2.9 Consideration of reports of officers
 - 27.2.10 Notices of motion or rescission
 - 27.2.11 Reports from committees/*Councillors*
 - 27.2.12 Urgent business
 - 27.2.13 Public question time
 - 27.2.14 Closure of meeting pursuant to section 66 of the *Act*.
- 27.3 Notwithstanding sub-rule 27.2, the *Chief Executive Officer* may vary the order of business if they think it appropriate to do so.
- 27.4 Once an *agenda* has been sent to *Councillors*, the order of business for that meeting may only be altered by a *resolution* of the *Council*.
- 27.5 The *Chief Executive Officer* shall include any matter on an *agenda*, which they think should be considered by the meeting.

- 27.6 The *Council* may resolve to bring an item that appears later on the *agenda* forward to an earlier part of the meeting.
- 27.7 If the *agenda* for a *Council meeting* makes provision for urgent business, business can be admitted as urgent business by *resolution* of the *Council*.
- 27.8 *Council* must only admit business as urgent business if the business—
 - 27.8.1 cannot safely or conveniently be deferred to the next *Council meeting*;
 - 27.8.2 involves a matter of urgency, as determined by the *Chief Executive Officer*;
 - 27.8.3 cannot be addressed through an operational service request process;
 - 27.8.4 does not—
 - (a) substantially affect the levels of council service
 - (b) commit the *Council* to significant expenditure not included in the adopted budget
 - (c) establish or amend council policy
 - (d) commit the *Council* to any contractual arrangement.
- 27.9 The *Chief Executive Officer* will advise the *Mayor* of any matter they determine appropriate for *Council* to consider admitting as urgent business.

Division 5 - Motions and Debate

Overview: This part describes the procedure for introducing a motion or amendment, the rules of debate, foreshadowing a motion or amendment and the duty of the Chair in relation to accepting motions and amendments. It also describes the process for a Councillor to lodge a notice of motion for consideration and/or indicating they will raise a matter at the next Council meeting.

A Councillor may move any motion related to an item included in the agenda. In the interest of transparency and informed decision making, motions or amendments should not introduce new matters to a debate that have not been the subject of the report or background of the motion being considered by Council. Motions are required to be submitted in writing so they can be displayed to the meeting.

As a resolution must be able to be acted upon, a motion must clearly state what is intended and what its effect will be if it becomes the decision. This provides clarity for the implementation of Council decisions.

This Part also describes the circumstances and procedures under which a Council decision can be rescinded or altered.

28. Chair's Duty

The *Chair* must not accept any motion, *amendment*, statement or question which—

- 28.1 is defamatory or embarrassing to any *Councillor*, member of Council staff or member of the public;
- 28.2 is abusive or objectionable in language or nature;
- 28.3 is vague or unclear in its intention;
- 28.4 is outside the powers of the *Council*;
- 28.5 is not relevant to an item of business on the *agenda* and has not been admitted as urgent business;
- 28.6 purports to be an *amendment* but is not; or
- 28.7 is a direct negative of the question before the meeting.

29. Introducing a Motion or an Amendment

- 29.1 The procedure for moving any motion or *amendment* is—
- 29.1.1 the mover must state the motion without speaking to it;
 - 29.1.2 the motion must be seconded by a *Councillor* other than the mover;
 - 29.1.3 if a motion is not seconded, the motion will lapse for want of a seconder; and
 - 29.1.4 if the motion or *amendment* is seconded, the *Chair* will then request—
 - (a) the mover to address the *Council* on the motion;
 - (b) the seconder to address the *Council* on the motion (who may, without speaking on the motion, reserve their address until later in debate);
 - (c) any *Councillor* opposed, to debate the motion; and
 - (d) any other *Councillors* for and against the motion to debate in turn;before putting the motion to a *vote*, declaring the result of that *vote*.
- 29.2 A *Councillor* may speak once on the motion except for the mover of a motion who has a right of reply in accordance with Rule 30, after which the motion must be put to the meeting for the *vote*.

30. Right of Reply

- 30.1 The mover of a motion ~~which has not been amended including an amendment~~ may, once debate has been exhausted, exercise a right of reply to matters raised during debate but must not raise any new matters.
- 30.2 After any right of reply has been taken, ~~but subject to any Councillor exercising their right to ask any question concerning or arising out of the motion~~, the motion must immediately be put to the *vote* without any further discussion or debate.
- ~~30.3 No right of reply is available where an amendment is before the meeting.~~

31. Moving an Amendment to a Motion

- 31.1 With the leave of the *Chair*, both the mover and the seconder of a motion may agree to an alteration to a motion before the meeting proposed by another *Councillor* without the need to formally amend the motion.
- 31.2 Otherwise a motion having been moved and seconded may be amended by leaving out, inserting or adding words which must be relevant to the original motion and framed so as to complement it as an intelligible and consistent whole.
- 31.3 A motion to confirm a previous *resolution* of *Council* cannot be amended.
- 31.4 An *amendment* may be moved or seconded by any *Councillor*, other than the mover or seconder of the original motion.
- 31.5 A *Councillor* may speak on any *amendment* once, whether or not they have spoken to the original motion but debate must be confined to the terms of the *amendment*.
- 31.6 An *amendment* must not be directly opposite to the motion.
- 31.7 Any one *Councillor* cannot move more than two *amendments* in succession.

32. How many Amendments may be Proposed

- 32.1 Any number of *amendments* may be proposed to a motion but only one *amendment* may be accepted by the *Chair* at any one time.

- 32.2 No second or subsequent *amendment*, whether to the original motion or an *amendment* of it, can be taken into consideration until the previous *amendment* has been dealt with.

33. An Amendment Once Carried

- 33.1 If the *amendment* is carried, the motion as amended then becomes the question before the meeting (known as the 'substantive Motion') and the amended motion must then be put.
- 33.2 The mover and seconder of the *amendment* are deemed to be the mover and seconder of the motion before the meeting.
- 33.3 If the *amendment* is lost, the debate in respect of the original motion resumes from where it left off.
- 33.4 A *Councillor* who has already spoken on the original motion must not speak again unless to continue the debate as if the *amendment* had not been put.
- 33.5 The mover of the original motion retains the right of reply to that motion.

34. Foreshadowing Motions

- 34.1 At any time during debate a *Councillor* may foreshadow a motion so as to inform the *Council* of their intention to move a motion at a later stage in the meeting, but this does not extend any special right to the foreshadowed motion.
- 34.2 A motion foreshadowed may be prefaced with a statement that, in the event that a particular motion before the meeting is resolved in a certain way, a *Councillor* intends to move an alternative or additional motion.
- 34.3 A motion foreshadowed has no procedural standing and is merely a means to assist the flow of the meeting.
- 34.4 It is not required to have foreshadowed motions recorded in the *minutes* until the foreshadowed motion is formally moved.
- 34.5 The *Chair* is not obliged to accept foreshadowed motions.

35. Withdrawal of Motions

- 35.1 Once a motion or *amendment* is seconded it cannot be withdrawn, except with the leave of the Chair prior to the motion being put to the vote.
- 35.2 If the majority of *Councillors* object to the withdrawal of the motion, it may not be withdrawn.

36. Separation of Motions

- 36.1 Where a motion or *amendment* contains more than one part, a *Councillor* may at any time before a vote is taken request the *Chair* to put the motion to the vote in separate parts.
- 36.2 The *Chair* may decide to put any motion to the vote in several parts.
- 36.3 The *Chair* may consent to or refuse such a request in their absolute discretion.

37. Motions moved in a Block

The *Chair* may allow like motions to be moved, or request *Councillors* to move like items, in a block (en bloc), only if the motions note actions already taken and will not commit *Council* to further action, spending or changes to policy.

38. Councillor Must Rise when Speaking

- 38.1 A *Councillor* need not rise when moving a motion or *amendment* but except in the case of sickness or physical disability, must rise when addressing the meeting.
- 38.2 The *Chair* may remain seated when speaking at a meeting.

39. Priority of Address

In the case of competition for the right to speak, the *Chair* must decide the order in which the *Councillors* concerned will be heard.

40. Motions in Writing

- 40.1 The *Chair* may require any motion to be submitted in writing where it is lengthy or unclear or for any other reason.
- 40.2 The *Chair* may suspend the meeting while the motion is being *written* or *Council* may defer the matter until the motion has been *written*, allowing the meeting to proceed uninterrupted.

41. Repeating Motion and/or Amendment

The *Chair* may request the person taking the minutes of the *Council meeting* to read the motion or *amendment* to the meeting before the *vote* is taken.

42. Debate Must be Relevant to the Motion

- 42.1 Debate must always be relevant to the question before the meeting, and if not, the *Chair* must request the speaker to confine debate to the subject of the motion.
- 42.2 If after being requested by the *Chair* to confine debate to the motion before the meeting, the speaker continues to debate irrelevant matters, the *Chair* may direct the speaker to be seated and not speak further in respect of the motion. The speaker must immediately comply with any such direction.
- 42.3 A speaker to whom a direction has been given under sub-Rule 42.2 must comply with that direction.

43. Notices of Motion

- 43.1 *Councillors* may ensure that an issue is listed on an *agenda* by lodging a *notice of motion*.
- 43.2 A *notice of motion* cannot be accepted by the *Chair* unless it has been listed on the *agenda* for the meeting at which it is proposed to be moved.
- 43.3 A *notice of motion* must be in *writing* signed by a *Councillor* and be lodged with or sent to the *Chief Executive Officer* to allow sufficient time for the *Chief Executive Officer* to include the *notice of motion* in *agenda* papers for a *Council meeting* and to give each *Councillor* at least 48 hours' notice of such *notice of motion*.
- 43.4 The *Chief Executive Officer* must list the *notice of motion* on the *agenda* for the next *Council meeting* and, if more than one, in the order they were received.
- 43.5 The *Chief Executive Officer* at their discretion may provide comments to the *Council* on the motion to assist the *Council's* deliberation.
- 43.6 The full text of any *notice of motion* accepted by the *Chief Executive Officer* must be included in the *agenda* and outline the policy, financial and resourcing implications if the *notice of motion* is passed.

44. Procedure

- 44.1 A *notice of motion* must relate to the objectives, role and functions of *Council* as outlined in the *Act*.
- 44.2 A *Councillor* may give *notice of motion* on any matter they want discussed at a *Council meeting* by delivering a signed *notice of motion* outlining the subject and the motion proposed for discussion, to the *Chief Executive Officer*.
- 44.3 A *notice of motion* may be withdrawn by the *Councillor* who lodged it by a request *in writing* received prior to the publication of the *agenda* for which the *notice of motion* was intended. Otherwise, the item must be dealt with at the relevant *Council meeting*.

45. Rejection of a Notice of Motion

- 45.1 The *Chief Executive Officer* may reject any *notice of motion* which—
 - 45.1.1 is vague or unclear in intention;
 - 45.1.2 is identical or substantially similar to a *notice of motion* that has been considered by the *Council* and lost in the preceding three months;
 - 45.1.3 is defamatory;
 - 45.1.4 may be prejudicial to any person or to the *Council*;
 - 45.1.5 is objectionable in language or nature;
 - 45.1.6 is beyond the powers of the *Council* to pass;
 - 45.1.7 is submitted during the election period;
 - 45.1.8 is a matter subject to a *Council* decision-making process which has commenced but is not yet complete; or
 - 45.1.9 if passed would result in *Council* otherwise acting invalidly.
- 45.2 The *Chief Executive Officer* may reject a proposed *notice of motion* that—
 - 45.2.1 relates to a matter than can be addressed through the operational customer request process;
 - 45.2.2 relates to a matter that has been previously resolved by *Council* or is acted upon.
- 45.3 If the *Chief Executive Officer* rejects a *notice of motion* under sub-Rule 45.1 they will inform the *Councillor* who lodged the *notice of motion* in writing of that rejection and the reasons for it no later than nine business days before the meeting at which it is intended to be considered. The *Councillor* may submit a revised motion within 24 hours from the time of rejection.
- 45.4 A *notice of motion* must call for a *Council* report if the *notice of motion* proposes any action that—
 - 45.4.1 impacts the levels of *Council* service;
 - 45.4.2 commits *Council* to expenditure that is not included in the adopted *Council* budget;
 - 45.4.3 proposes to establish, amend or extend *Council* policy;
 - 45.4.4 proposes to impact the rights of any person who has not had the opportunity to contribute their views;
 - 45.4.5 commits *Council* to any contractual arrangement;
 - 45.4.6 concerns any litigation in respect of which *Council* is a party.
- 45.5 The motion moved must not be substantially different to the motion published in the *agenda*, however, may be amended by *resolution* of the *Council*.

46. Register of Notices

The *Chief Executive Officer* must cause every *notice of motion* received to be sequentially numbered, dated and maintained in a register in the order in which they were received.

47. May be Moved by any Councillor and Amended

A *notice of motion* listed on an agenda may be moved by any *Councillor* present and, except where the *notice of motion* is to confirm a previous *resolution* of the *Council*, may be amended.

48. If Motion is not Moved

If a *notice of motion* is not moved at the *Council meeting* at which it is listed lapses.

49. Confirmation of Previous Resolution

If a *notice of motion* to confirm a previous *resolution* of the *Council* cannot be carried in its original form, it is lost.

50. If Lost

Unless the *Council* resolves to re-list at a future meeting a *notice of motion* which has been lost, a similar motion cannot be put before the *Council* for at least three months from the date it was last lost.

Division 6 - Rescission Motions

51. Procedure

51.1 A *notice of rescission* is a form of *notice of motion*. Accordingly, all provisions in this Chapter regulating *notices of motion* equally apply to *notices of rescission*.

51.2 A *Councillor* may propose a *notice of rescission* provided—

51.2.1 it has been signed and dated by at least three *Councillors*;

51.2.2 the *resolution* proposed to be rescinded has not been acted on; and

51.2.3 the *notice of rescission* is delivered to the *Chief Executive Officer* within 24 hours of the *resolution* having been made setting out—

(a) the *resolution* to be rescinded;

(b) the meeting and date when the *resolution* was carried.

51.3 A *resolution* will be deemed to have been acted upon if—

51.3.1 its contents have or substance has been formally communicated to a person whose interests are materially affected by it; or

51.3.2 statutory process has commenced

so as to vest enforceable rights in or obligations on the *Council* or any other person.

51.4 The *Chief Executive Officer* or an appropriate member of Council staff must defer implementing a *resolution* which—

51.4.1 has not been acted on; and

51.4.2 is the subject of a *notice of rescission* which has been delivered to the *Chief Executive Officer* in accordance with sub-Rule 51.2.3;

unless deferring implementation of the *resolution* would have the effect of depriving the resolution of efficacy.

- 51.5 The *Chief Executive Officer*, or a member of *Council* staff with responsibility for the subject matter of a *resolution*, may implement a *resolution of Council* at any time after the close of the meeting at which it was made.

52. If Lost

If a motion for rescission is lost, a similar motion may not be put before *Council* for at least one month from the date it was last lost, unless *Council* resolves that the *notice of rescission* be re-listed at a future meeting.

53. If Not Moved

If a *notice of motion* to rescind or amend a previous *resolution* of the *Council* is not moved at the meeting for which it is listed, it will lapse and will be treated for the purposes of *these Rules* as a *notice of motion* which has been lost.

54. May be Moved by Any Councillor

A motion for rescission listed on an *agenda* may be moved by any *Councillor* present but be moved in the form it was listed and must not be amended.

55. When not required

- 55.1 Unless sub-Rule 55.2 applies, a motion for rescission is not required where *Council* wishes to change ~~a previous decision relating to a Council~~ policy.
- 55.2 The following standards apply if *Council* wishes to change policy—
- 55.2.1 if a policy has been in force in its original or amended form for less than 12 months, a *notice of rescission* must be presented to *Council*; and
- 55.2.2 any intention to change a *Council* policy, which may result in a significant impact on any person, should be communicated to those affected and this may include publication and consultation, either formally or informally.

56. Speaking Times

- 56.1 Unless a motion for an extension of speaking time has been carried, the maximum speaking times are—
- 56.1.1 the mover of a motion – five minutes;
- 56.1.2 the mover of a motion when exercising a right of reply – two minutes;
- 56.1.3 any other speaker – three minutes.

57. By Resolution of the Council

- 57.1 An extension of speaking time may be granted by *resolution* of the *Council* but only one extension is permitted for each speaker on any question.
- 57.2 A motion for an extension of speaking time cannot be accepted by the *Chair* if another speaker has commenced a debate.
- 57.3 Any extension of speaking time must not exceed three minutes.

58. Right to ask Questions

- 58.1 A *Councillor* may, when no other *Councillor* is speaking, ask any question concerning or arising out of the motion or *amendment* before the *Chair*.
- 58.2 The *Chair* has the right to limit questions and direct that debate be commenced or resumed.

59. Interruption for Point of Order

A *Councillor* who has the floor must not be interrupted unless called to order or given notice by the *Chair* that their speaking time has elapsed or is about to elapse, or when they must sit down and remain silent until the *Councillor* raising the *point of order* has been heard and the *point of order* dealt with.

Division 7 - Procedural Motions

60. Procedural Motions

- 60.1 Unless otherwise prohibited, a procedural motion may be moved at any time and must be dealt with immediately by the *Chair*.
- 60.2 A procedural motion may not be moved or seconded by the *Chair*.
- 60.3 A procedural motion requires a seconder.
- 60.4 Notwithstanding any other provision in *these Rules*, a procedural motion must be dealt with in accordance with the procedures set out in the following Procedural Motions Table.

Procedural Motions Table

Procedural Motion	Form	Mover and Secunder	When Motion Prohibited	Effect if Carried	Effect if Lost	Debate permitted on Motion
Deferral of a matter to a future meeting	That the debate on this matter be deferred until (insert meeting/date) to allow (purpose of deferral)	Any Councillor who has not moved or seconded the original motion or otherwise spoken to the original motion	(a) During the election of the Mayor/Deputy Mayor (b) During the election of a Chair (c) When another Councillor is speaking	Consideration/debate on the motion and/or any amendment is postponed to the stated date and the item is re-listed for consideration at the resolved future meeting, where a fresh motion may be put and debate(d)	Debate continues unaffected	Yes
Adjournment of debate indefinitely	That this matter be adjourned until further notice	Any Council who has not moved or seconded the original motion or otherwise spoken to the original motion	(a) During the election of a <i>Chair</i> ; (b) When another Councillor is speaking; or (c) When the motion would have the effect of causing <i>Council</i> to be in breach of a legislative requirement	Motion and any amendment postponed but may be resumed at any later meeting if on the agenda	Debate continues unaffected	Yes

Procedural Motion	Form	Mover and Seconded	When Motion Prohibited	Effect if Carried	Effect if Lost	Debate permitted on Motion
Closure (of debate)	That the motion be now put	Any Councillor who has not moved or seconded the original motion or otherwise spoken to the original motion	During the nominations for <i>Chair</i>	Motion or Amendment in respect of which the closure is carried is put to the vote immediately without debate, subject to any Councillor exercising their right to ask any question concerning or arising out of the motion	Debate continues unaffected	No
Laying a motion on the Table (pausing debate)	That the motion be laid on the table	Any Councillor who has not spoken for/against the motion	During the election of the Mayor/Deputy Mayor.	Motion and/or any amendment is not further discussed or voted on until: (a) Council resolves to take the question from the table at the same meeting; or (b) The matter is placed on a subsequent agenda and Council resolves to take the question from the table	Debate continues unaffected	No
Taking a motion from the table (resume debate on a matter)	That the motion in relation to xx be taken from the table	Any Councillor	When no motion is on the table	Debate on the item resumes	Debate of the item remains paused	No
Alter the order of business	That the item listed as xx on the agenda be considered before/after the item listed as xy	Any Councillor	(a) At a meeting to elect the Mayor/Deputy Mayor or (b) During any debate	Alters the order of business for the meeting	Items are considered in the order as listed in the agenda	No
Suspension of Standing Orders	That Standing Orders be suspended to (reason must be provided)	Any Councillor		(a) The rules of the meeting are temporarily suspended for the specific reason given in the motion. (b) No debate or decision on any matter, other than a decision to resume Standing Orders is permitted	The meeting continues unaffected	No
Resumption of Standing Orders	That Standing Orders be resumed	Any Councillor	When standing Orders have not been suspended	The temporary suspension of the rules of the meeting is removed	The meeting cannot continue	No

Procedural Motion	Form	Mover and Seconder	When Motion Prohibited	Effect if Carried	Effect if Lost	Debate permitted on Motion
Consideration of confidential matter(s) (Close the meeting to members of the public)	That in accordance with section 66(2)(a) of the <i>Local Government Act 2020</i> the meeting be closed to members of the public for the consideration of Item x.x is confidential as it relates to [insert reason]	Any Councillor	During the election of the Mayor/Deputy Mayor	The meeting is closed to members of the public	The meeting continues to be open to the public	Yes
Re-open the meeting	That the meeting be reopened to members of the public	Any Councillor		The meeting is reopened to the public	The meeting remains closed to the public	No

Division 8 - Points of Order

Overview: A point of order is taken when a Councillor draws the attention of the Chair to an alleged irregularity in the proceedings. Valid points of order, the process for raising and ruling on a point of order, and the procedure if there is dissent on the Chair's ruling are described in this section.

61. Chair to Decide

The *Chair* must decide all points of order by stating the provision, rule, practice or precedent which they consider applicable to the point raised without entering into any discussion or comment.

62. Procedure for Point of Order

62.1 A *Councillor* raising a *point of order* must—

62.1.1 state the *point of order*; and

62.1.2 state any section, Rule, paragraph or provision relevant to the *point of order* before resuming their seat.

62.2 The *Chair* may request a *Councillor* provide an explanation in respect of the *point of order* raised.

63. Valid Points of Order

63.1 A *point of order* may be raised in relation to—

63.1.1 an act that is contrary to *these Rules*;

63.1.2 a motion which has not been accepted by the *Chair*;

63.1.3 a question of procedure or clarification of fact;

63.1.4 a *Councillor* who is or appears to be out of order;

- 63.1.5 any act of disorder; or conduct in contravention of the *Councillor Code of Conduct*;
- 63.1.6 abusive or objectionable language or comments;
- 63.1.7 a matter that is outside the powers of *Council*; and
- 63.1.8 any debate which is irrelevant to the motion before the meeting.
- 63.2 A *point of order* takes precedence over all other business, including procedural motions.

64. Chair May Adjourn to Consider

- 64.1 The *Chair* may adjourn the meeting to consider a *point of order* but otherwise they must rule on it as soon as it is raised.
- 64.2 No *Councillor* may debate a *point of order* or the merits of a *point of order*.
- 64.3 All other matters before the meeting are to be suspended until the *point of order* is decided.

65. Dissent from Chair's Ruling

- 65.1 A *Councillor* may move a motion to the effect that the meeting dissent from the *Chair's* ruling by moving:
"That the *Chair's* ruling [setting out that ruling or part of that ruling] be dissented from".
- 65.2 A motion of dissent in the *Chair's* ruling shall, if seconded, be given priority to all other items of business.
- 65.3 When a motion ~~of dissent~~ in accordance with this Rule is moved and seconded, the following process must be followed—
 - 65.3.1 the *Chair* must leave the *Chair* and the Deputy Mayor (or, if there is no Deputy Mayor or the Deputy Mayor is not present, temporary *Chair* must take their place; ~~to preside while the motion of dissent is being considered;~~
 - 65.3.2 the temporary *Chair* must invite the mover of the motion of dissent to outline the reasons for their dissent and the *Chair* must reply.
- 65.4 The Deputy Mayor or temporary *Chair* must invite the mover to state the reasons for their dissent and the *Chair* may then reply.
- 65.5 The Deputy Mayor or temporary *Chair* must put the motion in the following form:
"That the *Chair's* ruling be dissented from".
- 65.6 If the *vote* is in the negative, the *Chair* resumes the *Chair* and the meeting proceeds.
- 65.7 If the *vote* is in the affirmative, the *Chair* must then resume the *Chair*, reverse or vary (as the case may be) their previous ruling and proceed.
- 65.8 The defeat of the *Chair's* ruling is in no way a motion of censure or no-confidence in the *Chair*, and should not be so regarded by the meeting.

66. Contradiction of Opinion

Rising to express a mere difference of opinion or to contradict a speaker will not be treated as a point of order.

Division 9 - Voting at Meetings

Overview: At the conclusion of debate on a matter before the meeting, the Chair must put the question, motion or amendment to the vote. Each Councillor is entitled to one vote and voting must be able to be seen by those participating in the meeting and those observing the meeting. The vote is determined by a majority of the Councillors present at the meeting at the time the vote is taken voting in favour of the motion. If a vote is tied, the Chair generally has a casting vote. A Councillor can abstain from voting.

Sometimes a Councillor may want their vote recorded; this is provided for in this section, along with the procedure when a Councillor calls for a division on a vote which is when how each Councillor voted is recorded.

Provision is made for the introduction of an electronic voting system as long as Council has resolved to implement the system and all participants in the meeting and those observing a meeting are able to see which way Councillor has voted on a matter at the time the vote is taken.

67. How Motion is Determined

To determine a motion before a meeting, the *Chair* must first call for those in favour of the motion or *amendment* and then those opposed to the motion or *amendment* before declaring the result to the meeting.

68. Silence

Subject to Rule Voting must take place in silence.

69. Recount

The *Chair* may direct that a *vote* be recounted to satisfy himself or herself of the result.

70. Casting Vote

70.1 In the event of a tied vote, the *Chair* must exercise a casting vote.

70.2 The *Chair* may adjourn a meeting to consider how their casting vote will be cast.

71. How Votes are Cast

Voting on any matter is by show of hands or such other visible or audible means as the *Chair* determines.

72. Procedure for a Division

72.1 Immediately after any question is put to a meeting and before the next item of business has commenced, a *Councillor* may call for a *division*.

72.2 When a *division* is called for, the *vote* already taken must be treated as set aside and the *division* shall decide the question, motion or amendment.

72.3 When a *division* is called for, the *Chair* must—

72.3.1 first ask each *Councillor* wishing to *vote* in the affirmative to raise a hand and, upon such request being made, each *Councillor* wishing to *vote* in the affirmative must raise one of their hands *or otherwise signify their support in a manner recognised by the Chair*. The *Chair* must then state, and the *Chief Executive Officer* or any authorised officer must record the names of those *Councillors* voting in the affirmative.

71.3.2 then ask each *Councillor* wishing to *vote* in the negative to raise a hand and, upon such request being made, each *Councillor* wishing to *vote* in the negative must raise one of their hands *or otherwise signify their opposition in a manner recognised by the Chair*. The *Chair* must then state, and the *Chief Executive Officer* or any authorised officer must record, the names of those *Councillors* voting in the negative.

73. No Discussion Once Declared

Once a *vote* on a question has been taken, no further discussion relating to the question is allowed unless the discussion involves—

73.1 a *Councillor* requesting, before the next item of business is considered, that their opposition to a *resolution* be recorded in the *minutes* or a register maintained for that purpose; or

73.2 foreshadowing a *notice of rescission* where a *resolution* has just been made, or a positive motion where a *resolution* has just been rescinded.

Division 10 - Community Participation and Behaviour

Overview: As outlined in the purpose of these Governance Rules, Council meetings are held for Council to make its decisions. There are provisions for Council to respond to questions from the community and for the public to make submissions to Council. At each meeting there is an opportunity for members of the public to ask questions of the Council. Assistance will be available for any community member seeking or requiring support to write their question(s).

Petitioning is a long-established process for members of the community to demonstrate community support for a request or views on a matter, and for that request or view to be presented directly to Council.

This Part sets out the procedures to be followed to submit a question or petition and to address the meeting including the behaviours expected of Councillors, members of Council staff and members of the public at Council meetings.

Community members may only participate in Council meetings in accordance with these Governance Rules that include addressing how the community can participate if the meeting is electronic, or a 'hybrid' or 'parallel' style meeting.

Council may suspend standing orders to have the opportunity to discuss issues outside the ordinary constraints of these Rules.

This Part provides for the adoption of policies, guidelines and procedures to ensure opportunities exist for community input, beyond formal consultation processes, including live stream or broadcast and recording of meetings to improve public participation.

74. Addressing the Meeting

- 74.1 *Council* may allocate time to enable any member of the community to address the *Council* at a *Council meeting* or other alternative time in accordance with any *Council meeting* policy.
- 74.2 Sub-Rule 74.1 does not apply where the *Council* has resolved to close the meeting in respect of a matter under section 66 of the *Act*.
- 74.3 Except for the *Chair* and *Chief Executive Officer*, any *Councillor* or person who addresses the meeting must, except in the case of sickness or physical disability, stand and direct all remarks through the *Chair*.
- 74.4 The *Chair* may permit any *Councillor* or person to remain seated while addressing the *Chair*.
- 74.5 Any person, including a *Councillor* and member of Council staff, addressing the *Chair* must refer to the *Chair* as—
 - 74.5.1 Madam Mayor;
 - 74.5.2 Mr Mayor;
 - 74.5.3 Madam Chair; or
 - 74.5.4 Mr Chair.as the case may be.
- 74.6 All *Councillors*, other than the *Mayor*, must be addressed as Cr (surname).
- 74.7 All members of Council staff and members of the public, as appropriate, must be addressed as Mrs, Ms, Miss or Mr (surname).

75. Conduct at Meetings by Visitors

- 75.1 Any member of the public addressing the *Council* must extend due courtesy and respect to the *Council* and the processes under which it operates and must take direction from the *Chair* whenever called on to do so.
- 75.2 Silence must be preserved by visitors in the gallery (other than by a person in the gallery who is invited to address the meeting) at all times during a meeting.
- 75.3 Visitors at a meeting must not interject, jeer, call a *point of order*, *vote* or take part in the debate or disrupt the meeting and must behave in a respectful and appropriate manner that allows the meeting to proceed without disruption.

76. Chair May Adjourn a Disorderly Meeting

If the *Chair* is of the opinion that disorder at the *Council* table or in the gallery makes it desirable to adjourn the *Council meeting*, the *Chair* may adjourn the meeting to a later time on the same day or to some later day as they think proper. In that event, the provisions of sub-Rules 18.2 and 18.3.

77. Chair may Remove

- 77.1 The *Chair* must call to order any person, including a *Councillor*, who—
 - 77.1.1 is disruptive, or unruly during any meeting; or
 - 77.1.2 who says anything which is defamatory, abusive or objectionable in language or nature, and may direct that person to remain silent and/or to resume their seat.
- 77.2 The *Chair* may order and cause the removal from the gallery of any person, other than a *Councillor*, who disrupts any *Council meeting* or fails to comply with a direction.
- 77.3 In causing a person's removal, the *Chair* may ask the *Chief Executive Officer*, an *Authorised Officer* or a member of Victoria Police to remove the person.

- 77.4 The *Chair* who is the *Mayor* can direct a *Councillor* to leave a *Council meeting* if the behaviour of the *Councillor* is preventing the *Council* from conducting its business.

78. Suspension of a Councillor

- 78.1 The *Council* may by resolution suspend a *Councillor* from a *Council meeting* for the balance of that meeting.
- 78.2 A *Councillor* cannot be suspended unless—
- 78.2.1 the *Chair* has warned the *Councillor* that they are engaging in improper or disorderly conduct, or that their actions are disrupting the business of *Council*; and
- 78.2.2 the *Council* resolves that the *Councillor's* conduct following the *Chair's* warning is continuing and that the *Councillor* should be suspended.
- 78.3 The *Chair*, or the *Council*, in the case of a suspension of a *Councillor*, may ask the *Chief Executive Officer* or a member of Victoria Police to remove from the Chamber any person who breaches *these Rules* and who has been suspended or ordered to leave the gallery.

79. Suspension of Standing Orders

Overview: Standing orders are the rules made to govern the procedure at Council meetings contained in these Rules. The standing orders cover a range of matters including the order of business, rules of debate, procedural motions and election procedures.

- 79.1 *Council* may decide to suspend standing orders at a *Council meeting* to discuss the issues surrounding an item on the *agenda* without the ordinary constraints of *these Rules*.
- 79.2 The provisions of *these Rules* may be suspended for a particular purpose by *resolution* of the *Council*—
- 79.2.1 to enable full discussion of any issue without the constraints of formal meeting procedure; or
- 79.2.2 to enable the formalities of meeting procedure to be temporarily disposed of while an issue is discussed.
- 79.3 The provisions of *these Rules* must not be suspended purely to dispense with the processes and protocol of the government of the *Council*. An appropriate motion would be:
- "That standing orders be suspended to enable discussion on"
- 79.4 Once the discussion has taken place and before any motions can be put, the *Council* must resolve to resume the provisions of *these Rules*. An appropriate motion would be:
- "That standing orders be resumed."
- 79.5 No substantive or procedural motion may be accepted by the *Chair* or be lawfully dealt with during any suspension of standing orders, other than a motion to resume standing orders.

80. Public Question Time

- 80.1 There must be a ~~Council will hold~~ Public Question Time at *Council meetings* to enable members of the public to submit questions to *Council*.
- 80.2 Sub-Rule 80.1 does not apply during any period when a meeting is closed to members of the public in accordance with section 66(2) of the *Act*.
- 80.3 This Rule only applies to *Council meetings* listed in the schedule of meetings set by *Council* annually and, for the avoidance of doubt, does not apply to *unscheduled Council meetings*.
- 80.4 Question time shall not exceed 15 minutes.

- 80.5 A person can ask a maximum of three questions at any one meeting and the presentation of each question shall not exceed two minutes.
- 80.6 The *Chair* may accept or reject a question related to the formal question put to the meeting.
- 80.7 Questions will not pre-empt debate on a matter listed on the *agenda*.
- 80.8 Questions with notice can be submitted by 12 noon on the Monday one week prior to a *Council meeting*, online, **electronically to the Council's designated email address** or in writing by mail or hand delivery to one of the Council offices.
- 80.9 Questions without notice can be submitted on a Questions Without Notice form which must be handed to the *Chair* before the start of each *Council meeting*. Copies of the form will be made available at the *Council meeting*.
- 80.10 If the person asking the question cannot attend the *Council meeting* for which their question has been submitted personally, they may nominate another person to ask their question on their behalf.
- 80.11 The *Chair* may refrain from reading a question or having a question read if the person who submitted the question is not in attendance at the time when the question is due to be read.**
- 80.12 The person asking the question shall, if able, stand and direct their question to the *Chair*. Prior to asking the question the person must state their name and address. If necessary, they may provide a very brief background to their question (30-50 seconds).
- 80.13 The *Chair* may summarise a question before putting it to the *Council meeting*.
- 80.14 The *Chair* may disallow a question if it—
- 80.14.1 is phrased as a statement, rather than a question;
 - 80.14.2 relates to matters outside the duties, functions and powers of *Council*;
 - 80.14.3 is defamatory, abusive or offensive;
 - 80.14.4 deals with a subject matter already answered; or
 - 80.14.5 is aimed at embarrassing a *Councillor* or member of Council staff.
- 80.15 The *Chair* or *Councillor* or member of Council staff to whom a question is referred may—
- 80.15.1 decline to answer the question;
 - 80.15.2 have the question put on notice for the next *Council meeting*;
 - 80.15.3 advise that it is their opinion that the reply to a question should be given in a meeting closed to members of the public. They must state briefly the reason why the reply should be so given, and, unless *Council* resolves to the contrary, the reply to such question must be so given;**
 - 80.15.4 agree to provide the questioner with a *written* response after the *Council meeting*.
- 80.15 During the allocated time questions will be accepted on topics that need not relate to the *agenda*.
- 80.16 Answers to questions shall be confined to the substance of the question asked and its relationship to matters of concern to the *Council*.
- 80.17 A question will not be debated.
- 80.18 Subject to this Rule 80, Public Question Time will be conducted in accordance with any policy adopted by the *Council* from time to time.
- 80.19 Details of question time must be minuted.
- 80.20 Questions without notice will be taken on notice unless the *Chair* determines a response can be provided at the meeting.**
- 80.21 A written response will be given for all public questions.

- 80.22 Council will facilitate the reading of questions on notice at virtual meetings where technology allows.

81. Petitions and Joint Letters

- 81.1 This Rule does not apply to unscheduled *Council meetings*.
- 81.2 A petition or joint letter received by the *Council* or an individual *Councillor* must be lodged with the *Chief Executive Officer* at least ten days before a *Council meeting* to ensure sufficient time to include the item on the *agenda*.
- 81.3 The petition or joint letter must—
- 81.3.1 be in writing;
 - 81.3.2 contain the request of the petitioners or signatories;
 - 81.3.3 be signed by at least 12 people;
 - 81.3.4 not be defamatory, indecent, abusive or objectionable in language or content; and
 - 81.3.5 not relate to matters beyond the powers of *Council*.
- 81.4 Every petition or joint letter must be signed by the persons whose names are appended to it by their names or marks, and, except in cases of incapacity or sickness, by no one else and the address of every petitioner or signatory must be clearly stated.
- 81.5 Any signature appearing on a page which does not bear the text of the whole of the petition or request may not be considered by *Council*.
- 81.6 Any petition or joint letter that does not comply with sub-rules 81.2 or 81.3 will not be tabled at a *Council meeting* and will be forwarded directly to the appropriate member of *Council* staff for action.
- 81.7 Where the petition or joint letter relates to a current planning or subdivision application, the petition will be considered as an objection in accordance with the *Planning and Environment Act 1989* and will not be tabled at a *Council meeting* as a separate matter.
- 81.8 Any *Councillor* presenting a petition or joint letter will be responsible for ensuring that they are familiar with the contents and purpose of the petition or joint letter and that it does not contain language disrespectful towards *Council*.
- 81.9 Every *Councillor* presenting a petition or joining letter to *Council* must:
- 81.9.1 write or otherwise record their name at the beginning of the petition or joint letter; and
 - 81.9.2 confine themselves to a statement of the persons from whom it comes, the number of signatories to it, the material matters expressed in it and the text of the prayer or request.
- 81.10 The *Chief Executive Officer* must arrange for petitions and joint letters to be submitted to the next practicable *Council meeting* following their receipt.
- 81.11 Unless *Council* determines to consider it as an item of urgent business, no motion (other than a motion to receive the same) may be made on any petition, joint letter, memorial or other like application until the next **fixed** *Council meeting* after that at which it has been presented.
- 81.12 If a petition or joint letter relates to an operational matter, *Council* must refer it to the *Chief Executive Officer* for consideration.
- 81.13 Where a petition or joint letter has been allowed to lay on the table, the *Chief Executive Officer* may refer it to the appropriate member of *Council* staff for a report prior to it next being considered by the *Council*, as deemed appropriate by the *Chief Executive Officer* in their discretion.

- 81.14 A copy of the text of the petition or joint letter must be included in the *minutes* of the *Council meeting* at which it was tabled.
- 81.15 A petition or joint letter may nominate a person to whom a reply may be sent, but if no person is nominated the *Council* will reply to the first person whose signature appears on the petition or joint letter.
- 81.16 Only the text of the petition or joint letter and the number of signatories will be included in the *agenda* for the *Council meeting* at which it will be considered.
- 81.17 Nothing in this Rule shall prevent the *Chief Executive Officer* from determining that an electronic or online petition will be submitted to a *Council meeting* or the *Council* resolving to consider a petition as urgent business.
- 81.18 Electronic or online petitions, joint letters, memorials or like applications must contain the name and email address of each petitioner or signatory, which details will, for the purposes of this Rule, qualify as the address and signature of such petitioner or signatory.

82. Engagement of Public

Council may adopt policies, guidelines and procedures from time to time relating to public participation, including live streaming or broadcasting and recording of meetings and the use of available technology and systems, to ensure the smooth and efficient conduct of and representation by members of the public at *Council meetings*.

83. Joint Meetings of Councils

Overview: Regional collaboration provides benefits through collective procurement, increased advocacy and alignment for major projects. While on some matters that are worked on in partnership it is possible for the participating councils to make their own decisions and determinations, in some circumstances, it may be beneficial to hold joint council meetings as are provided for in the Act.

- 83.1 The *Council* may resolve to participate in a joint meeting of councils to consider—
 - 83.1.1 collaborative projects;
 - 83.1.2 collaborative procurement.
- 83.2 If the *Council* has resolved to participate in a joint meeting, the *Chief Executive Officer* will agree on governance rules with the participating councils.
- 83.3 Where the *Council* is the lead council on a matter to be brought for consideration at a joint meeting, the *Mayor* will be nominated to Chair the joint meeting.
- 83.4 At least a majority of *Councillors* will be appointed to represent *Council* at a joint meeting.
- 83.5 Consistent information will be provided to *Councillors* prior to any joint meeting and every endeavour will be made by the *Chief Executive Officer* to facilitate a joint briefing.
- 83.6 A joint briefing arranged in accordance with sub-Rule 83.1 may be held electronically.
- 83.7 The provisions of the *Act*, except section 61(3), (4) and (5)(d) apply accordingly.
- 83.8 Subject to subsections 62(2) and (6) of the *Act*, the procedures for conducting a joint meeting are to be determined by the councils holding the joint meeting.

Division 11 – Physical and Remote Attendance

84. Mode of Attendance

- 84.1 Each notice of meeting must indicate whether the relevant *Council meeting* is to be conducted:
- 84.1.1 wholly in person;
 - 84.1.2 wholly by electronic means; or
 - 84.1.3 partially in person and partially by electronic means.
- 84.2 The indication in the notice of meeting must be consistent with any Resolution of *Council* that has expressed a preference for, or otherwise specified, when *Council meetings* are to be conducted:
- 84.2.1 wholly in person;
 - 84.2.2 wholly by electronic means; or
 - 84.2.3 partially in person and partially by electronic means.
- 84.3 If a *Council meeting* is to be conducted wholly in person a *Councillor* may nonetheless request to attend by electronic means.
- 84.4 Any request made under sub-Rule 84.3 must:
- 84.4.1 be in writing;
 - 84.4.2 be given to the *Chief Executive Officer* no later than 24 hours prior to the commencement of the relevant *Council meeting*;
 - 84.4.3 specify the meeting(s) that will be attended via electronic means; and
 - 84.4.4 specify the reasons why the *Councillor* is unable or does not wish to attend the *Council meeting* in person.
- 84.5 The *Chief Executive Officer* must ensure that any request received in accordance with sub-Rule 84.4 and any other request received from a *Councillor* to attend by electronic means is made known at the commencement of the relevant *Council meeting*.
- 84.6 *Council* may approve and must not unreasonably refuse any request.
- 84.7 A *Councillor* who is attending a *Council meeting* by electronic means is responsible for ensuring that they are able to access such equipment and are present in such an environment that facilitates participation in the *Council meeting*.
- 84.8 Without detracting from anything said in sub-Rule 84.7, a *Councillor* who is attending a meeting by electronic means must be able to:
- 84.8.1 hear the proceedings;
 - 84.8.2 see all *Councillors* and members of Council staff who are also attending the *Council meeting*, at least while a *Councillor* or member of Council staff is speaking;
 - 84.8.3 be seen by all *Councillors*, members of Council staff and members of the public who are physically present at the *Council meeting*; and
 - 84.8.4 be heard when they speak.
- 84.9 If the conditions of sub-Rule 84.8 cannot be met by one or more *Councillors* attending a *Council meeting*, whether because of technical difficulties or otherwise:
- 84.9.1 the *Council meeting* will nonetheless proceed as long as a quorum is present; and
 - 84.9.2 the relevant *Councillor* (or *Councillors*) will be treated as being absent from the Council meeting or that part of the *Council meeting*;
- unless the *Council meeting* has been adjourned in accordance with *these Rules*.

- 84.10 Nothing in this Rule 84 prevents a *Councillor* from joining (or re-joining) a *Council meeting* at the time that they achieve compliance with sub-Rule 84.8 even if the *Council meeting* has already commenced or has continued in their absence.

85. Quorum

It should be noted that under section 61(6A) of *the Act*, for the purposes of these meetings, a *Councillor* present by electronic means of communication is deemed present for the purposes of a quorum.

86. Public Question Time

At each meeting there is an opportunity for members of the public to ask questions of the Council. If the meeting is to be held in a single electronic or hybrid/parallel format then the general public will follow the set procedures to submit a question or petition as set out in Rule 80 and Rule 81.

87. Meetings Conducted Remotely

~~If—~~

~~84.1—by law a meeting may be conducted electronically; and~~

~~84.2—Council decides that a meeting is to be conducted electronically,~~

~~the Chair may, with the consent of the meeting, modify the application of any of the Rules in this Chapter to facilitate the more efficient and effective transaction of the business of the meeting.~~

If a *Council meeting* is conducted wholly or partially by electronic means, the *Chair* may, with the consent of the meeting, modify the application of any of the Rules in this Chapter to facilitate the more efficient and effective transaction of the business of the meeting.

Division 12 - Miscellaneous

88. Criticism of members of Council Staff

88.1 The *Chief Executive Officer* may make a brief statement at a *Council meeting* in respect of any statement by a *Councillor* made at the *Council meeting* criticising them or any member of *Council* staff.

88.2 A statement under sub-Rule 88.1 must be made by the *Chief Executive Officer*, through the *Chair*, as soon as is practicable after the *Councillor* who made the statement has resumed their seat.

89. Procedure not provided in this Chapter

In all cases not specifically provided for by this Chapter, resort must be had to the Standing Orders and Rules of Practice of the Upper House of the Victorian Parliament (so far as the same are capable of being applied to *Council* proceedings).

CHAPTER 3 - MEETING PROCEDURE FOR DELEGATED COMMITTEES

Overview: Council may establish delegated committees as part of its governance framework. Delegated committees can comprise Councillors, members of Council staff and others and must be chaired by a Councillor. As Council may delegate specific powers, duties and functions to delegated committees, their meeting procedures need to be formal.

Delegated committees have specific powers (delegations) and to ensure public transparency in their operations, members must declare interests. They operate under a delegation of the Council (albeit for limited purposes) and members are subject to many of the same requirements as Councillors, such as conflict of interest, personal interest returns and standards of conduct.

Members are subject to many of the same requirements as Councillors, such as conflict of interest, personal interest returns and standards of conduct.

1. Purpose

The purpose of this Chapter is to—

- (a) provide for the procedures governing the conduct of *delegated committee* meetings; and
- (b) set the rules of behaviour for those participating in or present at *delegated committee* meetings.

2. Definitions and Notes

In this Chapter—

<i>committee meeting</i>	<i>means a meeting of a delegated committee convened in accordance with these Governance Rules and includes a scheduled or unscheduled meeting (whether held as a face-to-face attendance in a set location or via electronic means (virtual) or in a 'hybrid' or 'parallel' format that mixes in-person and electronic attendance</i>
<i>delegated committee</i>	<i>means a delegated committee established by council under s.63 of the Act to exercise any power of a council</i>
<i>Instrument of Delegation</i>	<i>means an instrument of delegation made by the Council under section 11(1(a) of the Act</i>
<i>joint delegated committee</i>	<i>means a delegated committee of two or more councils that have resolved to establish the joint delegated committee under s.64 of the Act, to exercise any power of a council</i>

3. Meeting Procedure Generally

- 3.1 A *delegated committee* exercises the powers, duties or functions of the *Council*, therefore is subject to the same governance rules as *Council*.
- 3.2 Except as provided in this Chapter, and unless the contrary intention appears, if the *Council* establishes a *delegated committee* all the provisions of Chapter 2 apply to meetings of *delegated committees*.
- 3.3 A reference in Chapter 2 to—
 - 3.3.1 a *Council meeting* is to be read as a reference to a meeting of a *delegated committee*;
 - 3.3.2 a Councillor is to be read as a reference to a member of the *delegated committee*;
 - 3.3.3 the *Mayor* is to be read as a reference to the *Chair* of the *delegated committee*.
- 3.4 A *delegated committee* must also act in accordance with its *Instrument of Delegation* by *Council*.

4. Meeting Procedure Can be Varied

Notwithstanding sub-Rule 3.2, if *Council* establishes a *delegated committee* that is not composed solely of *Councillors*—

4.1 *Council* may; or

4.2 the *delegated committee* may, with the approval of *Council*

resolve that any or all of the provisions of Chapter 2 are not to apply to a meeting of the *delegated committee*, in which case the provision or those provisions will not apply until *Council* resolves, or the *delegated committee* with the approval of *Council* resolves, otherwise.

5. Election of Committee Chair

5.1 The *Chair* of a *delegated committee* must be a *Councillor*.

5.2 The procedure outlined in Rule 15 of *these Rules* will be used to elect the Chair for all *delegated committees* of *Council* unless their *Instrument of Delegation* states otherwise.

5.3 The *Chief Executive Officer* will conduct the election of the *delegated committee Chair*.

6. Meetings to be Open to the Public

6.1 *Delegated committee* meetings are open to the public unless the *Chair* of the *delegated committee* considers it necessary to close the meeting to the public because of the following circumstances—

6.1.1 the meeting is to consider confidential information; or

6.1.2 for security reasons; or

6.1.3 it is necessary to do so to enable the meeting to proceed in an orderly manner.

6.2 If the circumstances in sub-Rule 6.1(b) and (c) apply, the meeting can only be closed to the public if the *delegated committee* has made arrangements to enable the proceedings of the meeting to be viewed by members of the public as the meeting is being held.

6.3 For the purposes of sub-Rule 6.2, the arrangements may include provision to view the proceedings on the internet or on closed circuit television.

6.4 If the *delegated committee* determines that a meeting is to be closed to the public to consider confidential information, the *delegated committee* must record in the *minutes* of the meeting that are available for public inspection—

6.4.1 the ground or grounds for determining to close the meeting to the public;

6.4.2 an explanation of why the specified ground or grounds applied.

7. The Order of Business

The business of a *delegated committee* meeting must be conducted in the following order unless the committee otherwise resolves—

7.1 Opening

7.2 Apologies

7.3 Confirmation of Minutes

7.4 Business arising from previous minutes

7.5 Disclosures of interest and declarations of conflict of interest

7.6 General Business

7.7 Close

8. Apologies and absences

- 8.1 Members of a *delegated committee* who are unable to attend a meeting may submit an apology—
 - (a) in writing to the *Chair*, who will advise the meeting; or
 - (b) by seeking another member of the committee to submit it at the meeting on their behalf.
- 8.2 An apology submitted to a meeting will be recorded in the *minutes*.
- 8.3 A member who has not submitted an apology who is not in attendance at a meeting will be recorded as absent.

9. Voting at Meetings

- 9.1 A *delegated committee* established by a *Council*—
 - 9.1.1 must include at least two *Councillors*; and
 - 9.1.2 may include any other persons appointed to the *delegated committee* by the *Council* who are entitled to *vote*.
- 9.2 A question before a *delegated committee* meeting is to be determined as follows—
 - 9.2.1 each member present who is entitled to *vote* is entitled to one *vote*;
 - 9.2.2 voting at a meeting must not be in secret, but if the meeting is closed to the public, a committee member is not required to divulge their *vote* to the public;
 - 9.2.3 the question is determined in the affirmative by a majority of the committee members present at a meeting at the time the *vote* is taken voting in favour of the question;
 - 9.2.4 if the number of *votes* in favour of the question is half the number of committee members present at the meeting at the time the *vote* is taken, the *Chair* has a second *vote*;
 - 9.2.5 for the purpose of determining the result of a *vote*, a committee member present at the meeting who does not *vote* is to be taken to have *voted* against the question.
- 9.3 Voting on any matter will be by a show of hands.
- 9.4 At any meeting a committee member may immediately after the *Chair* has put any motion or *amendment* to the *vote* and has announced the result of that *vote*, ask that their opposition to the motion be recorded in the minutes.

10. Meeting Procedure

- 10.1 A meeting of a *delegated committee* must be chaired by a *Councillor* appointed by the *Council* or the *Mayor*.
- 10.2 If the member who is appointed *Chair* is not present at the meeting, a member who is present at the meeting and is appointed by the members of the committee who are present at the meeting, must take the *Chair*.
- 10.3 A *quorum* at a meeting of a *delegated committee* is an *absolute majority*.
- 10.4 A member of a *delegated committee* to whom a delegation is given under section 11(1)(a) of the *Act* can only exercise the delegation while acting as a member of the *delegated committee* at a meeting of the *delegated committee*.
- 10.5 The *Chair* of a *delegated committee* may change the date, time and place of any committee meeting and must provide reasonable notice to members of the committee.

- 10.6 The *Chair* of a *delegated committee* may call a special committee meeting and must give 48 hours' notice to members of the committee and must specify the purpose of the meeting.
- 10.7 Meeting *minutes* will be recorded and provided to members of the committee.
- 10.8 Members of a *delegated committee* are subject to the same conflict of interest requirements as *Councillors* and must declare interests as set out in Chapter 7.
- 10.9 Members of a *delegated committee* are subject to the same conduct rules as *Councillors*.
- 10.10 A *resolution* of a *delegated committee* holds the same weight as a *resolution* of *Council*, provided it falls within the committee's delegated powers.
- 10.11 Meetings of a *delegated committee* can be held remotely using available technology.

11. Joint Delegated Committees

- 11.1 The provisions of the *Act*, with the exception of section 61(3), (4) and (5)(d), apply for meetings of a *joint delegated committee*.
- 11.2 A meeting of a *joint delegated committee* must be chaired by a Councillor from one of the councils that has resolved to establish the *joint delegated committee* who is present at the meeting and is appointed by the members of the *joint delegated committee* who are present at the meeting.
- 11.3 A *joint delegated committee* must include at least one Councillor from each of the councils that has resolved to establish the joint delegated committee.
- 11.4 A *quorum* at a meeting of a *joint delegated committee* is constituted by the number of members that is equal to at least a majority of the members constituting the *joint delegated committee*.
- 11.5 Unless anything in the *Instrument of Delegation* provides otherwise, the conduct of a meeting of a *joint delegated committee* is to be determined by the councils that have resolved to establish the *joint delegated committee*.

12. Reporting Requirements

- 12.1 A *delegated committee* must report the minutes of all committee meetings to the next practicable *Council meeting*.
- 12.2 All other reporting requirements for a *delegated committee* are to be specified by the *Council* in the *Instrument of Delegation*.

CHAPTER 4 - MEETING PROCEDURE FOR COMMUNITY ASSET COMMITTEES

Overview: The Act provides for Council to establish a Community Asset Committee for the management of a community asset such as a hall. Council may appoint members of the community to the committee. These committees receive delegation of Council's powers, duties and functions from the Chief Executive Officer and the powers delegated must be limited in the amount and purpose of any financial delegation.

Community asset committees have specific powers (delegations) and to ensure public transparency in their operations, members must declare interests. They operate under delegation of the council (albeit for limited purposes) and members are subject to many of the same requirements as Councillors, such as conflict of interest, personal interest returns and standards of conduct.

1. Purpose

The purpose of this Chapter is to provide for the procedures governing the conduct of *community asset committee* meetings.

2. Definitions and Notes

In this Chapter—

<i>community asset committee</i>	<i>means a committee appointed under section 65 of the Act for the purpose of managing a community asset</i>
<i>Instrument of Delegation</i>	<i>means an instrument of delegation made by the Chief Executive Officer under section 47(1)(b) of the Act</i>

3. Application Generally

Unless anything in the *Instrument of Delegation* provides otherwise, the conduct of a meeting of a *Community Asset Committee* is at the discretion of the *Community Asset Committee*.

4. Appointment of Committee

- 4.1 Council may establish a *community asset committee* and appoint as many members to the committee as they consider necessary to enable the committee to achieve the purpose of managing a community asset.
- 4.2 The *Chief Executive Officer* may by *Instrument of Delegation* delegate any power, duty or function of the *Council* that has been delegated to him or her to a *community asset committee*.
- 4.3 A delegation to members of the *community asset committee* is to be exercised subject to the terms and conditions specified by the *Chief Executive Officer* which must include—
 - 4.3.1 the specified limit on any financial delegation and the specified purpose for which the financial delegation may be used;
 - 4.3.2 compliance with specified governance requirements to ensure appropriate standards of probity are met;
 - 4.3.3 specified monitoring and reporting of the activities and performance of the community asset committee.
- 4.4 Meetings of a *community asset committee* do not have a requirement to be chaired by a *Councillor* or *Mayor* and any member can be elected as *Chair* from the membership unless the *Instrument of Delegation* states otherwise.

5. Meetings

- 5.1 Meetings of a *community asset committee* are not open to the public unless the *Council* provides for in the committee *Instrument of Delegation*.
- 5.2 Meetings of a *community asset committee* can be held remotely using available technology.
- 5.3 A member of a *community asset committee* to whom a delegation is given under section 11(1)(a) of the Act can only exercise the delegation while acting as a member of the *community asset committee* at a meeting of the *community asset committee*.
- 5.4 An exercise of a power or the performance of a duty or function of the *Council* by a member of a *community asset committee* is a 'resolution of Council'.
- 5.5 Members of a *community asset committee* are subject to the same conflict of interest requirements as *Councillors* and must declare interests as set out in Chapter 7.
- 5.6 Members of a *community asset committee* are subject to the same conduct rules as *Councillors*.

6. Reporting Requirements

- 6.1 A *community asset committee* must report the *minutes* of all committee meetings to the next practicable *Council meeting*.
- 6.2 All other reporting requirements including the level of spend, for a *community asset committee* are specified by the *Chief Executive Officer* in the *Instrument of Sub-Delegation*.
- 6.3 The *Chief Executive Officer* must submit an annual report on the activities of a *community asset committee* to the *Council*.

CHAPTER 5 - ELECTION PERIOD POLICY

1. Purpose

A *Council* must include an election period policy in its Governance Rules under section 69 of the *Act*.

The purpose of this Chapter is to set out the *Council's* policy to govern decision making in the lead up to Council elections, the use of council resources and publications, media and communications issues and Councillor behaviour. The policy will ensure the transparency and accountability of the *Councillors*, members of Council staff and candidates during an election period and compliance with the *Act*.

2. Definitions and Notes

In this Chapter—

<i>election candidates</i>	<i>means all sitting Councillors who will be considered as being election candidates until the close of nominations</i>
<i>electoral matter</i>	<i>means matter which is intended or likely to affect voting in an election, but does not include any electoral material produced by or on behalf of the election manager for the purposes of conducting an election, It includes matter that contains an express or implied reference to, or comment on the election, a candidate in the election or an issue submitted to, or otherwise before, the voters in connection with the election</i>
<i>electoral material</i>	<i>means an advertisement, handbill, pamphlet or notice that contains electoral matter, but does not include an advertisement in a newspaper that is only announcing the holding of a meeting</i>
<i>election period</i>	<i>means the legislative 'caretaker' period for a general election that— (a) starts at 12 noon the time that nominations close on nomination day; and (b) ends at 6pm on election day.</i>

3. Policy

3.1 Council's Election Period Policy:

- 3.1.1 governs decision making during a local government election period, including what may be considered at a *Council meeting* and what *Council* decisions are prohibited;
- 3.1.2 prohibits any *Council* decision during the *election period* that would enable the use of *Council* resources in a way that is intended to influence or is likely to influence voting at the election, including Federal, State or *Council* elections;
- 3.1.3 sets out the conditions for any community engagement required to be undertaken during an *election period*, including consultations, civic events and activities of *delegated committees* established by the *Council*;
- 3.1.4 sets out the requirements for any *Council* publications during a local government election period – including the website, social media, newsletters and advertising – to ensure the *Council* does not publish materials that relate to issues that are the subject of election campaigns;
- 3.1.5 defines roles and responsibilities in relation to who is the spokesperson for *Council* during an *election period*;
- 3.1.6 sets out the requirements for a *Councillor* or member of *Council* staff who is a candidate in an election including a Federal, State or Council election.

- 3.2 At least once in each *Council* term and, not later than 12 months prior to the commencement of an *election period*, *Council* will review its election period policy.
- 3.3 The *Election Period Policy* forms part of *these Rules*.
- 3.4 The operation of any *delegated committee* and *community asset committee* shall be suspended upon the commencement of the *election period* ahead of a general *Council* election.
- 3.5 Any outstanding committee reports/minutes may still be reported to a *Council meeting* during the *election period*.
- 3.6 *Council* committees shall resume meeting following the election and the appointment by the incoming *Councillors* to each committee.

4. Candidates

- 4.1 A person is not qualified to be a Councillor if the person is a member of the Victorian or Commonwealth Parliament.
- 4.2 A member of Council staff who has not taken leave to stand is not qualified to nominate as a candidat(e)
- 4.3 A member of Council staff who wishes to nominate as a candidate at a Federal, State or Local election can seek approval in writing from the *Chief Executive Officer* for the duration of the election period for that election to:
 - 4.3.1 take leave from their office or position; and
 - 4.3.2 not perform any of the duties of their position.
- 4.4 A person who is a Councillor of a *Council* cannot nominate as a candidate for an election as a Councillor of any council unless at the time of the nomination the person will cease to hold office as a Councillor on or before the election day for that election.
- 4.5 A person who has nominated as a candidate for an election as a Councillor of a council cannot nominate as a candidate for any other election as a Councillor unless at the time of the nomination the person has withdrawn the previous nomination.
- 4.6 A person must not nominate as a candidate for more than one election of Councillors to be held on the same day.
- 4.7 A person cannot nominate as a candidate for an election as a Councillor unless the person has completed the prescribed training.
- 4.8 If a Councillor becomes aware they have ceased to be qualified to be a Councillor of the *Council* under section 34 of the *Act*, the Councillor must immediately give notice in writing to the *Chief Executive Officer*.

5. Decision Making

- 5.1 *Council* may at its discretion decide to implement 'caretaker arrangements' earlier than nomination day.
- 5.2 Given the relatively short election period, the *Council* will reschedule most decisions until after the new *Council* commences its term, or if that is not appropriate, bring decisions forward so they are determined before the *election period* starts.
- 5.3 *Council* will continue to hold *Council meetings* during the *election period*.
- 5.4 *Council* **is prohibited** from making any *Council* decision during the election period for a general election that—
 - (a) relates to the appointment or remuneration of a *Chief Executive Officer* but not to the appointment or remuneration of an Acting Chief Executive Officer;

- (b) commits the *Council* to expenditure exceeding one percent of the *Council's* income from general rates, municipal charges and service rates and charges in the preceding financial year; or
 - (c) the *Council* considers could be reasonably deferred until the next *Council* is in place; or
 - (d) the *Council* considers should not be made during an *election period*.
- 5.5 *Council* is prohibited from making any *Council* decision during the *election period* for a general election that would enable the use of *Council* resources in a way that is intended to influence, or is likely to influence, voting at the election. (s.69(3) LGA)
- 5.6 Other types of decisions that the *Council* will not make during an election period are—
 - 5.6.1 Allocating community grants or other forms of direct funding to community organisations.
 - 5.6.2 Major planning scheme amendments.
 - 5.6.3 Changes to strategic objectives or strategies in the Council Plan.
 - 5.6.4 Any decisions of a significant nature and which would unnecessarily bind an incoming council.
- 5.7 *Council* commits that any other decision will be considered only if absolutely necessary for council operational purposes or pursuant to a statutory requirement.
- 5.8 It is noted that to avoid making certain decisions during an election (other than decisions prohibited under section 69(2) of the *Act* is not legally binding; however, if it becomes important to make a decision contrary to this policy during the *election period*, the necessity will need to be demonstrated to the community.
- 5.9 Should the *Council* make any decision in contravention of sub-Rules 5.4 (a) and (b), the decision is invalid. [s.69(2)(a) and (b) LGA]
- 5.10 Any person who suffers any loss or damage as a result of acting in good faith on a *Council* decision that is invalid by virtue of section 69(4) of the *Act* is entitled to compensation from the *Council* for that loss or damage.
- 5.11 Papers prepared for *Council meetings* during the election period will be carefully vetted by the *Chief Executive Officer* to ensure that no agenda item is included that could potentially influence voters' intentions at the forthcoming election or could encourage *Councillor* candidates to use the item as part of their electioneering.
- 5.12 *Council* commits that all *Councillors* will refrain from moving motions or raising matters at a meeting that could potentially influence voting at the election.

6. Use of Council resources

- 6.1 Public resources must not be used in any way that is intended to; or is likely to affect the result of any Federal, State or Local Council election.
- 6.2 A *Councillor* or member of Council staff must not use Council resources in any way that would influence the way people vote in elections or give a *Councillor* any inappropriate real or perceived electoral advantage.
- 6.3 A *Councillor* will be treated in the same way as any other candidate with respect to access to Council resources.

- 6.4 The following guidelines will ensure that due propriety is observed in the use of and access to staff, property, equipment and other resources during the *election period*—
- 6.4.1 A *Councillor* or member of Council staff must not use Council resources to intentionally or recklessly print, publish or distribute or cause, permit or authorised to be printed, published or distributed any electoral material during the election period on behalf of, or purporting to be on behalf of, the *Council* unless the electoral material only contains information about the election process or is otherwise required.
- 6.4.2 A *Councillor* will continue to be provided with resources during the election period to continue to perform their elected role.
- 6.4.3 *Council* resources, including officers, support staff, email services, equipment (ipads, photocopiers, motor vehicles), branding and stationery, are only to be used for normal *Council* business and are not to be used for any election campaign activities.
- 6.4.4 Members of Council staff must—
- (a) avoid assisting any *Councillor* in ways that are or could create a perception that they are being used for electoral purposes;
 - (b) report any interest in being involved privately in the election campaign of any candidate to the *Chief Executive Officer*;
 - (c) not provide any information to any candidate or prospective candidate other than information that is available to the general public and will direct all election enquiries to the Returning Officer;
 - (d) report to the *Chief Executive Officer* when the use of resources might be construed as being related to a candidate's election campaign;
 - (e) not make any public statement that relates to an election issue unless such statements have been approved by the *Chief Executive Officer*.
- 6.4.5 A *Councillor* must—
- (a) not use Council resources for any election campaign activities except as provided for under this policy;
 - (b) not use Council funded mobile phones or email addresses or Council provided photographs for electioneering;
 - (c) not use their position as an elected representative or their access to Council staff and other Council resources to gain media attention in support of an election campaign;
 - (d) not ask Councillor support staff to undertake any tasks indirectly or directly connected with a *Councillor* candidate's election campaign;
 - (e) not exert undue influence over the timing of works or the delivery of Council services that may result in political gain for electoral purposes.

7. Public Consultation

- 7.1 Consultation is an integral part of the *Council's* policy development process and operations, however there are concerns that consultation undertaken close to a general election may become an election issue in itself and influence voting, issues raised through the consultation and decisions that follow may also unreasonably bind the incoming *Council*.
- 7.2 Normal *Council* events are not prohibited in the election period; however, *Council* will keep these events to a minimum. *Council* will continue with normal community consultation and scheduling of Council events during the *election period*, but consultations and events will avoid express or implicit links to the election.

- 7.3 Where events occur and whether or not a *Councillor* is to make a speech, each *Councillor* will be reminded that they are representing the *Council* and are not to use the opportunity for electioneering.
- 7.4 Functions or events for the purpose of electioneering must not be resourced or publicised by the *Council*.

8. Equitable Access to Council Information

Each *Councillor* will be treated in the same way as other candidates with respect to access to *Council* held information. The following guidelines will ensure that due propriety is observed in the use of and access to information during the election period—

- 8.1 A *Councillor* may continue to automatically access Council held documents during the *election period*, but only as is necessary for them to perform their elected role and functions.
- 8.2 Information and briefing material prepared and provided to a *Councillor* must be necessary to the carrying out of their role and must not be used for election purposes.
- 8.3 Any document made available to a *Councillor* will also be made available to candidates.
- 8.4 Applications for access to Council information by all parties will be processed by the Manager Governance & Civic Support who will ensure that information made available to one candidate is accessible to all candidates.

9. Prohibitions on Publications

- 9.1 *Council* will not publish any material with public funds that might influence or be seen to influence people's voting decisions.
- 9.2 All publications including Council newsletters, advertisements and notices, media releases, leaflets, letters, reports, publicity for a Council function or event and brochures and mail outs during the election period **will not** contain *electoral matter*. This also applies to the publication of such material on the Council website.
- 9.3 A *Councillor* or member of Council staff will not print, publish or distribute or cause, permit or authorise to be printed, published or distributed, *electoral material* unless the name and address of the person who authorised the electoral material is clearly displayed on its face.
- 9.4 A *Councillor* or member of Council staff will not print, publish or distribute, or cause, permit or authorise to be printed, published or distributed any matter or thing that they know, or should reasonably be expected to know, is likely to mislead or deceive a voter in relation to the casting of the vote of the voter.
- 9.5 Council staff will avoid all publication activity, including updated or new information added to the Council's website during the election period except where printing, publishing or distributing a document is essential for the conduct of Council operations.
- 9.6 *Council* will not publish material which links *Councillor* candidates with particular Council achievements, commitments or programs.
- 9.7 All requests for publications during the *election period* will be decided on a case by case basis by the Manager Governance & Civic Support to ensure compliance with the *Act* and this policy. Relevant matters to be considered when undertaking an assessment to determine whether or not the publication complies are:
 - 9.7.1 Who wants the material published?
 - 9.7.2 What is the content of the material?
 - 9.7.3 In what form is it to be published?
 - 9.7.4 In what context is it to be published?

- 9.7.5 At what time is it to be published?
- 9.7.6 What does the publication seek to achieve?
- 9.8 *Council* can publish materials on electoral processes or availability of Council services.

10. Media and communications

- 10.1 All official media statements will only be made by the *Chief Executive Officer*.
- 10.2 Media Releases, social media posts or other media statements will not refer to a specific *Councillor* or feature any photograph, quote or name of any incumbent *Councillor* during the election period.
- 10.3 Where it is necessary to make or clarify any public statement, comment on sensitive or political issues or identify a spokesperson in relation to an issue, the matter must be referred to and approved by the *Chief Executive Officer*.
- 10.4 Media statements dealing with their election campaign must be issued by a *Councillor* privately. Statements must be clearly communicated as personal opinion and not undermine the standing of the *Council* in the community.
- 10.5 Members of Council staff will not provide advice or assistance in the preparation of media releases, social media posts or other media statements that contain *electoral material*.
- 10.6 Members of Council staff must not make any public statement that can be interpreted as a political comment or have influence on the electoral process.
- 10.7 The Media and Communications Officer will undertake constant monitoring of social media sites during the *election period* to ensure no *electoral matter* is posted.
- 10.8 The Council website will not be used to convey information that could be regarded as *electoral matter* but will contain information about the election process.
- 10.9 The *Council* website will be checked at the start of the *election period* to ensure that any information prominently displayed that might be regarded as likely to influence how people vote will be removed. Profiles of each *Councillor* will also be removed but contact details and photos will remain.

11. Other

- 11.1 A 'Caretaker Statement' will be included in every report submitted to the *Council* for a decision.
- 11.2 *Electoral material*, including pamphlets, posters and notices will not be visible or available at any Council premises, including libraries, during the election period. The only exception to this is material issued by the Victorian Electoral Commission for the purpose of conducting the election.
- 11.3 A *Councillor* may use the title 'Councillor' in their election material as they continue to hold the position in the *election period*; however, to avoid confusion a *Councillor* must ensure that any election publication using the title 'Councillor' clearly indicates that it is their own material and does not represent *Council*.
- 11.4 Requests for information which require significant resources to be devoted to making a response or which might be perceived to support an election campaign will be referred to the *Chief Executive Officer* for consideration.
- 11.5 Claims for the reimbursement of expenses incurred during the *election period* shall only relate to expenditure incurred whilst conducting *Council* business in accordance with the *Council Expenses Policy* and not election activities.

CHAPTER 6 - DISCLOSURE OF CONFLICT OF INTEREST

Overview: The Act defines general and material conflicts of interest and provides exemptions for remoteness and interests in common with a substantial proportion of ratepayers along with other specific circumstances.

This Chapter sets out how and when conflicts of interest are to be disclosed at a meeting of the Council, a delegated committee, a community asset committee or a meeting under the auspices of the Council and that are not Council meetings such as a Councillor Briefing, an informal meeting of Councillors or a meeting of an advisory committee.

1. Purpose

The purpose of this Chapter is to set out the procedure for the disclosure of a *conflict of interest* by—

- 1.1 a *Councillor*, member of a *delegated committee* and a member of a *community asset committee* under sections 130 and 131 of the Act;
- 1.2 a member of Council staff when providing information in respect of a matter within the meaning of section 126(1) of the Act.
- 1.3 a *Councillor*, member of a committee or member of staff attending a *Council-auspiced meeting*.

2. Definitions and Notes

In this Chapter—

<i>conflict of interest</i>	<i>as defined in section 126 of the Act</i>
<i>Council-auspiced meeting</i>	<i>means a meeting of the kind described in section 131(1) of the Act, and includes a meeting referred to in Rule 1 of Chapter 8 (whether such a meeting is known as a 'Councillor Briefing' or by some other name)</i>
<i>delegated committee</i>	<i>a member of a delegated committee includes a Councillor</i>
<i>family member</i>	<i>means—</i> <ol style="list-style-type: none"><i>(a) a spouse or domestic partner of the relevant person; or</i><i>(b) a parent, transparent, sibling, child, grandchild, step-parent, step sibling or step-child of the relevant person or of their spouse or domestic partner;</i><i>(c) any other relative that regularly resides with the relevant person</i>
<i>general conflict of interest</i>	<i>the person's private interests could result in that person acting in a manner that is contrary to their public duty</i>
<i>material conflict of interest</i>	<i>if an affected person would gain a benefit or suffer a loss depending on the outcome of the matter, directly or indirectly</i>
<i>matter</i>	<i>means a matter with which a council, delegated committee, community asset committee or a member of council staff is concerned and that will require—</i> <ol style="list-style-type: none"><i>(a) a power to be exercised, or a duty or function to be performed, or a decision to be made, by the council, delegated committee or community asset committee in respect of the matter; or</i><i>(b) a power to be exercised, or a duty or function to be performed, or a decision to be made by a member of council staff in respect of the matter</i>

<i>private interests</i>	<i>means any direct or indirect interest of a relevant person that does not derive from their public duty and does not include an interest that is only a matter of personal opinion or belief</i>
<i>public duty</i>	<i>means the responsibilities and obligations that a relevant person has to members of the public in their role as a relevant person</i>
<i>relevant person</i>	<i>means a person who is a-</i> (a) <i>Councillor; or</i> (b) <i>member of a delegated committee who is not a Councillor; or</i> (c) <i>member of council staff</i> <i>and for the purposes of these Rules includes a person who is a member of a community asset committee and a Council-auspiced committee, including the Audit and Risk Committee.</i>

3. Obligations

- 3.1 A *relevant person* is required to—
- 3.1.1 avoid all situations which may give rise to a *conflict of interest*;
 - 3.1.2 identify any *conflict of interest*; and
 - 3.1.3 disclose or declare any *conflict of interest*.
- 3.2 A *relevant person* is required to disclose the *conflict of interest* in the manner required by *these Rules*.

4. Disclosure of Conflict of Interest

- 4.1 This Chapter applies to a *conflict of interest* in respect of a *matter*—
- 4.1.1 to be considered at a *Council meeting*; or
 - 4.1.2 to be considered at a meeting of a *delegated committee*; or
 - 4.1.3 to be considered at a meeting of a *community asset committee*; or
 - 4.1.4 to be considered at a *Council-auspiced meeting*; or
 - 4.1.5 that arises in the course of the exercise of a power of delegation by a member of Council staff; or
 - 4.1.6 that arises in the course of the exercise of a statutory function under the *Act* or any other *Act*.

5. Disclosure of a Conflict of Interest at a Council meeting

A *Councillor* who has a *conflict of interest* in a *matter* being considered at a *Council meeting* at which they:

- 5.1 are in attendance present must disclose that *conflict of interest* by explaining the nature of the conflict of interest to those present at the *Council meeting* immediately before the *matter* is considered **and indicating whether it is a general conflict of interest or a material conflict of interest**; or
- 5.2 intend to ~~be present~~ **attend** must disclose that *conflict of interest* by providing to the *Chief Executive Officer* before the *Council meeting* commences a written notice—
- 5.2.1 advising of the conflict of interest;
 - 5.2.2 explaining the nature of the *conflict of interest* **and indicating whether it is a general conflict of interest or a material conflict of interest**; and

- 5.2.3 detailing, if the nature of the *conflict of interest* involves a *Councillor's* relationship with or a gift from another person, the—
- (a) name of the other person;
 - (b) nature of the relationship with that other person or the date of receipt, value and type of gift received from the other person; and
 - (c) nature of that other person's interest in the *matter*;
- and then immediately before the *matter* is considered at the meeting announcing to those ~~present in attendance~~ that they have a *conflict of interest* and that a *written* notice has been given to the *Chief Executive Officer* under this sub-Rule.

The *Councillor* must, in either event, leave the *Council meeting* immediately after giving the explanation or making the announcement (as the case may be) and not return to the meeting until after the *matter* has been disposed of.

6. Disclosure of Conflict of Interest at a Delegated Committee Meeting

A member of a *delegated committee* who has a *conflict of interest* in a *matter* being considered at a *delegated committee* meeting at which they—

- 6.1 are ~~present in attendance~~ must disclose that *conflict of interest* by explaining the nature of the *conflict of interest* to those present at the *delegated committee* meeting immediately before the *matter* is considered and indicating whether it is a general conflict of interest or a material conflict of interest; or
- 6.2 intend to attend must disclose that *conflict of interest* by providing to the *Chief Executive Officer* before the *delegated committee* meeting commences a *written* notice—
- 6.2.1 advising of the *conflict of interest*;
 - 6.2.2 explaining the nature of the *conflict of interest* and indicating whether it is a general conflict of interest or a material conflict of interest; and
 - 6.2.3 detailing, if the nature of the *conflict of interest* involves a member of a *delegated committee's* relationship with a gift from another person the:
 - (a) name of the other person;
 - (b) nature of the relationship with that other person or the date of receipt, value and type of gift received from the other person; and
 - (c) nature of that other person's interest in the *matter*,
- and then immediately before the *matter* is considered at the meeting announcing to those present that they have a *conflict of interest* and that a *written* notice has been given to the *Chief Executive Officer* under this sub-Rule.

The member of a *delegated committee* must, in either event, leave the *delegated committee* meeting immediately after giving the explanation or making the announcement (as the case may be) and not return to the meeting until after the *matter* has been disposed of.

7. Disclosure of Conflict of Interest at a Community Asset Committee Meeting

A *Councillor* who has a *conflict of interest* in a *matter* being considered at a *community asset committee* meeting at which they:

- 7.1 ~~is present~~ are in attendance must disclose that *conflict of interest* by explaining the nature of the *conflict of interest* to those ~~present~~ in attendance at the *community asset committee* meeting immediately before the *matter* is considered and indicating whether it is a general conflict of interest or a material conflict of interest; or

- 7.2 intends to ~~present~~*attend* must disclose that *conflict of interest* by providing to the *Chief Executive Officer* before the *community asset committee* meeting commences a *written* notice—
- 7.2.1 advising of the *conflict of interest*;
 - 7.2.2 explaining the nature of the *conflict of interest* and indicating whether it is a general conflict of interest or a material conflict of interest; and
 - 7.2.3 detailing, if the nature of the *conflict of interest* involves a member of a *Councillor's* relationship with a gift from another person the:
 - (a) name of the other person;
 - (b) nature of the relationship with that other person or the date of receipt, value and type of gift received from the other person; and
 - (c) nature of the other person's interest in the *matter*,
- and then immediately before the *matter* is considered at the meeting announcing to those ~~present~~ *in attendance* that they have a *conflict of interest* and that a *written* notice has been given to the *Chief Executive Officer* under this sub-Rule.

The *Councillor* must, in either event, leave the *community asset committee* meeting immediately after giving the explanation or making the announcement (as the case may be) and not return to the meeting until after the *matter* has been disposed of.

8. Disclosure at a Meeting Conducted Under the Auspices of Council

A *Councillor* who has a *conflict of interest* in a *matter* being considered by a meeting under the auspices of Council at which ~~he or she is present~~ *they are in attendance* must—

- 8.1 disclose that *conflict of interest* by explaining the nature of the *conflict of interest* to those present at the meeting immediately before the *matter* is considered and indicating whether it is a general conflict of interest or a material conflict of interest;
- 8.2 absent themselves from any discussion of the *matter*; and
- 8.3 as soon as practicable after the meeting concludes, provide to the *Chief Executive Officer* a *written* notice recording that the disclosure was made and accurately summarising the explanation given to those present at the meeting.

9. Disclosure by Members of Council Staff Preparing Reports for Meetings

- 9.1 A member of Council staff who, in their capacity as a member of Council staff, has a *conflict of interest* in a *matter* in respect of which they are preparing or contributing to the preparation of a report for the consideration of a—
 - 9.1.1 *Council meeting*;
 - 9.1.2 *delegated committee* meeting;
 - 9.1.3 *community asset committee* meetingmust, immediately upon becoming aware of the *conflict of interest*, provide a *written* notice to the *Chief Executive Officer* disclosing the *conflict of interest* and explaining the nature of the *conflict of interest* and indicating whether it is a general conflict of interest or a material conflict of interest.
- 9.2 The *Chief Executive Officer* must ensure that the report referred to in sub-Rule 9.1 records the fact that a member of Council staff disclosed a *conflict of interest* in the subject matter of the report.

- 9.3 If the member of Council staff referred to in sub-Rule 9.1 is the *Chief Executive Officer*—
- 9.3.1 the *written* notice referred to in sub-Rule 9.1 must be given to the *Mayor*; and
- 9.3.2 the obligation imposed by sub-Rule 9.2 may be discharged by any other member of Council staff responsible for the preparation of the report.

10. Disclosure of Conflict of Interest by Member of Council Staff in the Exercise of Delegated Power

- 10.1 A member of Council staff who has a *conflict of interest* in a *matter* requiring a decision to be made by the member of Council staff as delegate must, immediately upon becoming aware of the conflict of interest, provide a *written* notice to the *Chief Executive Officer* explaining the nature of the *conflict of interest* and indicating whether it is a general conflict of interest or a material conflict of interest.
- 10.2 If the member of Council staff referred to in sub-Rule 10.1 is the *Chief Executive Officer* the *written* notice must be given to the *Mayor*.

11. Disclosure by a Member of Council Staff in the Exercise of a Statutory Function

- 11.1 A member of Council staff who has a *conflict of interest* in a *matter* requiring a statutory function to be performed under an Act by the member of Council staff must, upon becoming aware of the *conflict of interest*, immediately provide a *written* notice to the *Chief Executive Officer* explaining the nature of the *conflict of interest* and indicating whether it is a general conflict of interest or a material conflict of interest.
- 11.2 If the member of Council staff referred to in sub-Rule 11.1 is the *Chief Executive Officer* the *written* notice must be given to the *Mayor*.

12. Retention of Written Notices

The *Chief Executive Officer* must retain all *written* notices received under this Chapter for a period of three years.

13. Recording

Conflict of interest disclosures are recorded in the meeting *minutes*. For any *written* disclosure to the *Chief Executive Officer* it will be recorded in the *minutes* that a *written* disclosure was also provided. The record will be reported to a *Council meeting* and incorporated in the *Council minutes*.

14. Exemptions

A *conflict of interest* does not arise if any of the following applies—

- 14.1 the *conflict of interest* is so remote or insignificant that it could not be reasonably regarded as capable of influencing the actions or decisions of the *relevant person* in relation to the *matter*;
- 14.2 the interest that would give rise to a *conflict of interest* is held in common with a substantial proportion of the residents, ratepayers or electors of the *municipal district* and does not exceed the interest held by the other residents, ratepayers or electors;
- 14.3 the *relevant person* does not know the circumstances that give rise to the *conflict of interest*, and could not be reasonably expected to know those circumstances;
- 14.4 the interest only arises because the *relevant person* is the representative of the *Council* on a not-for-profit organisation that has an interest in the *matter* and the relevant person receives no personal advantage from the not-for-profit organisation;
- 14.5 the interest only arises because a *family member* of the *relevant person* is a member but not an office-holder of a not-for-profit organisation;

- 14.6 the interest only arises because the *relevant person* is a member of a not-for-profit organisation that has expressed an opinion or advocated for an outcome in regard to the *matter*;
- 14.7 the interest arises in relation to a decision by a *Councillor* on a *matter* or in a circumstance that is prescribed to be exempt by the regulations.

CHAPTER 7 - MISCELLANEOUS

1. Purpose

The purpose of this Chapter is to provide for various matters not already designated in other Chapters.

2. Definitions

In this Chapter—

advisory committee means a committee established by the council, that provides advice to—

(a) the council; or

(b) a member of council staff who has been delegated a power, duty or function of the council;

that is not a delegated committee

3. Advisory Committees

Advisory committees provide advice to *Council* but any final decision for action or expenditure is taken by *Council* in a *Council meeting*. An *advisory committee* can comprise *Councillors*, members of Council staff and others; however, the *Chair* does not necessarily have to be a *Councillor*. Less formal procedures will apply to *advisory committee* meetings than *delegated committees*. Members are not subject to the same requirements as *Councillors* such as conflicts of interest, personal interest returns and standards of conduct.

The meeting procedure in Chapter 2 in *these Rules* may apply for an *advisory committee* with any necessary modifications.

4. Other Committees

Overview: Council can establish any other committee that meets its needs, provided it has no delegated powers of council and does not manage a community asset on behalf of the council.

Unless anything in the Charter or Terms of Reference provides otherwise, the conduct of other committee meetings is at the discretion of each committee.

Other committees include but are not limited to—

4.1 Portfolio *advisory committees* to provide advice to a specific area of policy or service. Examples include:

(a) disability;

(b) transport;

(c) reconciliation action plan;

(d) environmental management;

(e) economic development;

(f) sport and recreation;

(g) public art.

4.2 Project *advisory committees* that may be time-limited.

4.3 Program or grant *advisory committees* that advise *Council* on the awarding of grants or program funding but are not responsible for the final decision.

4.4 Program funding committees that are not responsible for the final decision.

- 4.5 Reference committees or groups to provide input into a decision where members are representative of the community that will be affected by decisions or actions. Examples include:
 - (a) older persons;
 - (b) youth;
 - (c) disability inclusion.
- 4.6 Steering committees to provide advice to inform a Council decision on a project. Examples include—
 - (a) activity/community centre steering committee;
 - (b) special events;
 - (c) providing advice on reserves or parks (not directly managing them).

5. Informal Meetings of Councillors

If there is a meeting of *Councillors* that—

- 5.1 is scheduled or planned for the purpose of discussing the business of *Council* or briefing *Councillors*;
- 5.2 is attended by at least one member of Council staff; and
- 5.3 is not a *Council meeting*, *delegated committee* meeting or *community asset committee* meeting
the *Chief Executive Officer* must ensure that a summary of the matters discussed at the meeting are:
 - 5.3.1 tabled at the next convenient *Council meeting*; and
 - 5.3.2 recorded in the minutes of that *Council meeting*.

6. Confidential Information

- 6.1 If, ~~after the repeal of section 77(2) of the Local Government Act 1989,~~ the *Chief Executive Officer* is of the opinion that information relating to a meeting is confidential information within the meaning of the *Act*, they may designate the information as confidential ~~information specifying the relevant ground or grounds applying under section 3(1) and the Council has not passed a resolution that the information is not confidential. The Chief Executive Officer can~~ and advise *Councillors* and/or members of Council staff in writing accordingly.
- 6.2 Information which has been designated by the *Chief Executive Officer* as confidential information within the meaning of the *Act*, and in respect of which advice has been given to *Councillors* and/or members of Council staff in writing accordingly, will be presumed to be confidential information.
- 6.3 ~~Nothing in sub-Rule 6.2 will, without more, mean that information designated by the Chief Executive Officer under sub-Rule 6.1 satisfies the definition of 'confidential information' contained in section 3(1) of the Act. For the purposes of these Rules the Council can by resolution designate that confidential information that ceases to be confidential is no longer confidential information.~~
- 6.4 ~~The provisions in the Act regarding confidential information continue to apply to electronic meetings. Confidential information must not be intentionally or recklessly disclosed. Councillors should be able to demonstrate to the satisfaction of the Chair that their location is secure to ensure the deliberations are confidential.~~

7. Review of Governance Rules

- 7.1 *Council* may amend *these Rules*.
- 7.2 A review of *these Rules* will be undertaken every four years to align with the Council term to ensure they remain current with legislative changes and introduction of new systems or procedures.
- 7.3 *Council* must ensure that a process of community engagement is followed in amending *these Rules*.
- 7.4 Sub-Rule 7.3 does not apply if the *Council* is developing and adopting or amending a Governance Rule that only adopts a Ministerial good practice guideline.

RESOLUTION

That Council nominates and supports Cr Kevin Erwin, as Northern Grampians Shire Council's endorsed applicant to the recently announced Recycling Victoria Local Government Advisory Committee.

Moved: Cr Murray Emerson

Seconded: Cr Eddy Ostarcevic

Carried

RESOLUTION

That Council:

1. notes that the State Government has introduced legislation that dissolves the regional waste management groups effective from 1 July 2022
2. recognises the benefits of regional collaboration between local governments including for delivery of technical services, achieving efficiencies of scale, sharing expertise, advocacy for better policy and legislation, education and procurement
3. notes that the waste groups have provided an effective mechanism for regional collaboration between councils; and
4. appoints Cr Kevin Erwin as councillor representative on recycling and waste matters for the purpose of:
 - a. be with other councils in the Grampians Central West Region to consider recycling and waste matters and provide advice to councils in the region
 - b. appointing a chair on the advisory group who will represent the region in the Statewide advisory group including electing a Statewide Chair
 - c. developing a proposal for governance including Terms of Reference of regional coordination between councils for consideration by council at a future date; and
 - d. calling on the State Government to support regional collaboration by providing the secretarial function via RV.

Moved: Cr Eddy Ostarcevic

Seconded: Cr Lauren Dempsey

Carried

RESOLUTION

That Council writes to:

1. the Hon Sean Leane, outgoing Minister for Local Government to:
 - a. thank him for his contribution to the Local Government sector and in particular his commitment to the Northern Grampians Shire, visiting Stawell to view the Stawell Pop Up Park and to meet with Council's Woman Building Surveyor, both projects funded through Local Government Victoria; and
 - b. to inform him that we look forward to continuing to work with him in his role with Veterans and the Commonwealth Games; and
2. the new Minister for Local Government, the Hon Melissa Horne, to welcome her to her new portfolio and invite her to visit Northern Grampians Shire when next in the region.

Moved: Cr Lauren Dempsey

Seconded: Cr Rob Haswell

Carried

RESOLUTION

That Council requests Regional Roads Victoria a reduced speed limit from 60kph to 50kph on all three arterial approaches to the roundabout on Napier Street St Arnaud including North Western Road, Silvermines Road and Mill Street that also includes Dundas Street.

Moved: Cr Eddy Ostarcevic

Seconded: Cr Rob Haswell

Carried

13. Public Question Time

Nil

14. Closure of Meeting Pursuant to Section 66(2)(a) of the Local Government Act 2020

A Council or delegated committee may resolve that the meeting be closed to members of the public if it considers it necessary because a circumstance specified below apply:

The circumstances are-

- (a) the meeting is to consider confidential information; or
- (b) security reasons; or
- (c) it is necessary to do so to enable the meeting to proceed in an orderly manner.

If the circumstances specified in subsection (b) or (c) apply, the meeting can only be closed to the public if the Council has made arrangements to enable the proceedings of the meeting to be viewed by members of the public as the meeting is being held.

14.1. C7 2020/21 - Provision of Various Trade Services Panel

14.2. Waiver and Part Refund of Statutory Planning Fees

14.3. Contract to Implement a New Electronic Document Records Management System

RESOLUTION

That items 14.1, 14.2 and 14.3 be considered in Closed Council as they deal with confidential information as detailed in section 3(1) of the *Local Government Act 2020*.

Moved: Cr Eddy Ostarcevic
Seconded: Cr Lauren Dempsey

Carried

RESOLUTION

That the meeting be closed to consider the item listed pursuant to section 66 of the *Local Government Act 2020*.

Moved: Cr Murray Emerson
Seconded: Cr Rob Haswell

Carried

OPEN COUNCIL

The Chief Executive Officer reported on the item discussed in Closed Council.

14.1 Council has agreed to extend contract C7 2019/20 - Provision of Various Trade Services Panel for the second and final one year extension, commencing 17 August 2022 and concluding 16 August 2023.

14.2 Council has approved the fee waiver request for a planning application and part refund of fees for two planning applications.

14.3 Council has agreed to award the contract to implement a new records management system.

15. Close

There being no further business the Mayor declared the meeting closed at 1.11pm.

Confirmed

A handwritten signature in black ink, appearing to be 'Murray Emerson', written on a light-colored background.

CR MURRAY EMERSON
MAYOR

Date: 15 August 2022