



CITY OF HOBART

AGENDA

OPEN PORTION OF THE COUNCIL MEETING
MONDAY, 22 MAY 2023
AT 5.00 PM



City of **HOBART**

THE MISSION

Working together to make Hobart a better place for the community.

OUR VALUES

THE COUNCIL IS:

PEOPLE

We care about people – our community, customers and colleagues

TEAMWORK

We collaborate both within the organisation and with external stakeholders drawing on skills and expertise for the benefit of our community.

FOCUS AND DIRECTION

We have clear goals and plans to achieve sustainable social, environmental and economic outcomes for the Hobart community.

CREATIVITY AND INNOVATION

We embrace new approaches and continuously improve to achieve better outcomes for our community.

ACCOUNTABILITY

We work to high ethical and professional standards and are accountable for delivering outcomes for our community.

VISION

OUR VISION, MISSION AND VALUES HOBART: A COMMUNITY VISION FOR OUR ISLAND CAPITAL

Hobart breathes.

Connections between nature, history, culture, businesses and each other are the heart of our city

We are brave and caring.

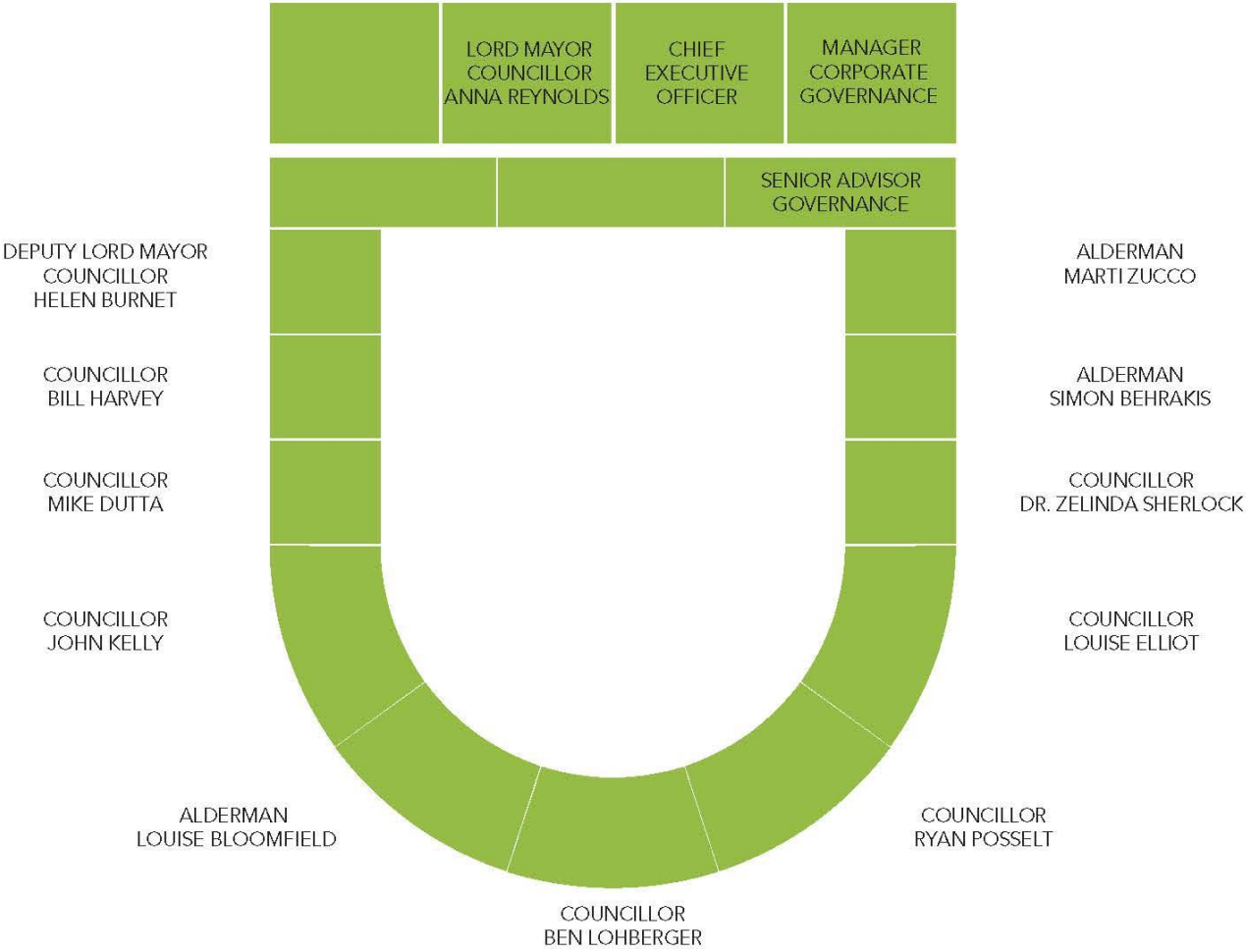
We resist mediocrity and sameness.

As we grow, we remember what makes this place special.

We walk in the fresh air between all the best things in life.



City of **HOBART**



ORDER OF BUSINESS

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A MEETING OF THE OPEN PORTION OF THE COUNCIL WILL BE HELD IN THE COUNCIL CHAMBER, TOWN HALL ON MONDAY, 22 MAY 2023 AT 5.00 PM.

**Kelly Grigsby
Chief Executive Officer**

The title Chief Executive Officer is a term of reference for the General Manager as appointed by Council pursuant s.61 of the *Local Government Act 1993* (Tas).

ELECTED MEMBERS:

Lord Mayor A M Reynolds
Deputy Lord Mayor H Burnet
Alderman M Zucco
Councillor W F Harvey
Alderman S Behrakis
Councillor M S C Dutta
Councillor Dr Z E Sherlock
Councillor J L Kelly
Councillor L M Elliot
Alderman L A Bloomfield
Councillor R J Posselt
Councillor B Lohberger

APOLOGIES:

LEAVE OF ABSENCE: Nil.

1. ACKNOWLEDGEMENT OF COUNTRY

2. CONFIRMATION OF MINUTES

The Chairman reports that she has perused the minutes of the meeting of the Open Portion of the Council meeting held on [Monday, 24 April 2023](#), finds them to be a true record and recommends that they be taken as read and signed as a correct record.

3. TRANSFER OF AGENDA ITEMS

Are there any items, which the meeting believes, should be transferred from this agenda to the closed agenda or from the closed agenda to the open agenda, in accordance with the procedures allowed under Section 15 of the *Local Government (Meeting Procedures) Regulations 2015*?

4. COMMUNICATION FROM THE CHAIRMAN

5. NOTIFICATION OF COUNCIL WORKSHOPS

In accordance with the requirements of the *Local Government (Meeting Procedures) Regulations 2015*, the General Manager reports that the following workshops have been conducted since the last ordinary meeting of the Council.

Date: Monday, 1 May 2023
Purpose: Climate Change

Attendance:

The Lord Mayor Councillor A Reynolds, the Deputy Lord Mayor Councillor H Burnet, Councillors B Harvey, M Dutta, L Elliot, R Posselt and B Lohberger.

Apologies: Councillor Dr Z Sherlock.

Date: Monday, 15 May 2023
Purpose: Hobart Integrated Planning Framework - Service Catalogue and Service Reviews | Budget Including Fees & Charges | Draft Capital City Strategic Plan + Advocacy Priorities

Attendance:

The Lord Mayor Councillor A Reynolds, the Deputy Lord Mayor Councillor H Burnet, Councillor B Harvey, Alderman S Behrakis, Councillors J Kelly, L Elliot, Alderman L Bloomfield, Councillors R Posselt and B Lohberger.

Apologies: Councillor Dr Z Sherlock.

6. PUBLIC QUESTION TIME

Regulation 31 *Local Government (Meeting Procedures) Regulations 2015*.
File Ref: 16/119-001

6.1 Public Questions

6.2 Responses to Public Questions Taken On Notice

"In accordance with the procedures approved in respect to Public Questions Time, the following responses to questions taken on notice are provided to the Council for information.

The Council is reminded that in accordance with Regulation 31(4) of the *Local Government (Meeting Procedures) Regulations 2015*, the Chairperson is not to allow discussion or debate on either the question or the response.”

RECOMMENDATION

That the following responses to public questions taken on notice, be received and noted.

6.2.1 Elected Member Allowances
File Ref: F23/49779

6.2.2 Housing and Homelessness
File Ref: F23/49790

6.2.3 Crowther Statue
File Ref: F23/49802

6.2.4 Harmony Day Event
File Ref: F23/49814

Meeting date: 25 October 2022
Raised by: Ms Zelah Dutta_Nielsen
Response Author: Kat Panjari, Acting CEO
Topic: **ELECTED MEMBER ALLOWANCES**

Question 1

Firstly, where, when and from whom did you get the information that Councillors Dutta and Fox continued to be paid elected member allowances and what was your reason for posting this false information during the election campaign period?

Question 2

Is it true that you failed as an elected member to take all reasonable steps and precautions to verifying the information, which you posted on Facebook and which has the effect of undermining Councillors Dutta and Fox in the public domain?

Question 3

Is it reasonable to assert that you were aware of and mindful of the fact that there is no Council policy that required Councillors Dutta and Fox to forego their Council allowance and that it was not inappropriate for them to receive the allowance during that period?

Question 4

Is it true that once you realised the error in your Facebook post you then decided to remove the comment. But before doing so, you saw and was in possession of the knowledge that many other people had already read your comments and responded to it?

Response:

These questions were asked at the final Council meeting of the term of the former Council. As you may be aware, Alderman Jeff Briscoe was not re-elected to the current term of Council at the 2022 Local Government elections. Unfortunately given the timeframes, there was not an opportunity for former Alderman Briscoe to respond to the above questions whilst he was in office.

Should you still require a response to these questions I would encourage you to contact Mr Briscoe.

Meeting date: 20 February 2023
Raised by: Mr Douglas Cartwright
Response Author: Kat Panjari, Acting CEO
Topic: **HOUSING AND HOMELESSNESS**

Question 1:

Can Council continue to justify allowing faceless companies to leave inner city buildings empty when so many citizens have no safe place to stay?

Response:

The City continues to be committed to identifying, and to the best of its ability, address the full diversity of issues in relation to affordable and social housing and homelessness within the city's municipal area. The City's Affordable Housing and Homelessness Commitment clarifies the City's role in addressing affordable and social housing and homelessness.

Given its complexity, a number of strategic approaches help to create the mechanisms for all levels of government to work together, to address social and affordable housing within greater Hobart. These strategic approaches include the Hobart City Deal, the Greater Hobart Act, the 30 Year Greater Hobart Plan and the Central Hobart Plan. These initiatives support high level structural and administrative change, particularly in relation to regional housing supply, planning legislation, transport as well as settlement strategy, physical infrastructure, and the delivery of affordable housing.

The City has provided input into a draft of the Apartment Code, which is now with the Tasmanian Government State Planning Office. The Code, through the State Planning Provisions, aims to provide greater certainty for developers, proponents, and the community when undertaking developments including the conversion of existing buildings/sites such as warehousing to housing.

Council has also resolved to consider differential rating strategies for properties used for short stay visitor accommodation as well as long term unoccupied properties as well as vacant residential land as part of the broader review of the City of Hobart Rating and Valuation Strategy.

Question 2

Will Council make orders extinguishing title to buildings we the people considered to be un-utilised?

Response

The Council does not have the legal authority to extinguish the title to any property owned by another party.

Question 3

Will Council commit all parking revenue towards funding a project to house the homeless in empty buildings?

Response

Parking revenue contributes approximately 17 per cent of total Council revenue. This revenue, in addition to revenue raised from rates, is used to provide a wide range of Council services including roads, footpaths, bike lanes, sport and community facilities, fire prevention, stormwater drainage, community events, animal control and public conveniences to name a few.

It would significantly limit the Council's ability to provide these services if all parking revenue was directed towards a project to house the homeless in empty buildings.

Meeting date: 20 March 2023
Raised by: Mr Chris Merridew
Response Author: Kat Panjari, Acting CEO
Topic: **CROWTHER STATUE**

Question:

As the Crowther Statue and Plinth sit in the centre of Hobart's most significant highly regarded Heritage Precinct my question is :

Will the Hobart City Council be seeking approval for any demolition and alterations to a statue located in Franklin Square and would such process follow as per a regular Heritage building DA, which comes before Council within the normal 42 days guidelines?

Will Council consider using the three blank panels on the plinth to further interpret Dr William Crowther's actions including matters foreshadowed raised by former Ald Briscoe but not available for presentation at the August 2022 Council Meeting?

Response:

Director of City Futures, Katy Cooper, responded to the second paragraph within the above question during the Council Meeting on 20th March 2023, referring to information that was detailed publicly on the City's Yoursay page for the project.

With regard to the last section of the above question, should the bronze be removed (subject to approved planning permit), temporary signage will be instated while a commission is advertised, awarded and completed for new, permanent interpretation on the site. This will likely sit adjacent to the existing plinth, so that the plinth can be read as part of the original 1880's installation. Given that there is only one flat side to the plinth, it is also not a suitable location for interpretation panels. The intention for this interpretation is to tell a range of stories raised by this location and memorial including the story of William Crowther, William Lanne, the context of the time (1860s Hobart) and the story about the removal of the bronze.

Meeting date: 20 March 2023
Raised by: Trenton Hoare
Response Author: Kat Panjari
Topic: **HARMONY DAY EVENT**

Question:

I note and congratulate the Council for having a harmony day event tomorrow, called “Diversity Discussion” with the first topic being “anti-discrimination as a human right.” The irony with this is there is a fake feminist anti-trans rally happening tomorrow as well which is openly discriminatory. Particular councillors have endorsed this rubbish event.

So my question is.

Why won't the Hobart City Council call on hate spreader councillors to stop their antics, if the council is in full support of hosting events such as “Diversity Discussion” and having action plans such as the LGBTIQ+ commitment

Response

The City of Hobart has a number of policies which govern Elected Member behavior, including:

- *Code of Conduct*
- *Elected Member Behaviour Policy*
- *Elected Member Fitness to Undertake Duties*
- *Elected Member Issues Resolution Policy*
- *Meeting Procedures and Guidelines*

Section T of the *Elected Member Development and Support Policy* states that all external communications must be respectful of all members of the community and comply with the principles of the Elected Member Code of Conduct. In addition, the Policy states that Elected Members are responsible for all content published on their social media accounts whether this be posted by themselves or a third party. The Policy goes on to say that comments, links, images and videos that includes material that may be deemed offensive, discriminatory, defamatory or vulgar to any person should be removed.

In March 2023, Elected Members participated in a workshop on Councillor Behaviour and Conduct; and overview of the *Anti-Discrimination Act 1998* and cyber safety.

7. PETITIONS

8. CONSIDERATION OF SUPPLEMENTARY ITEMS

Ref: Part 2, Regulation 8(6) of the *Local Government (Meeting Procedures) Regulations 2015*.

RECOMMENDATION

That the Council resolve to deal with any supplementary items not appearing on the agenda, as reported by the Chief Executive Officer in accordance with the provisions of the *Local Government (Meeting Procedures) Regulations 2015*.

9. INDICATIONS OF PECUNIARY AND CONFLICTS OF INTEREST

Ref: Part 2, Regulation 8(7) of the *Local Government (Meeting Procedures) Regulations 2015*.

Elected Members are requested to indicate where they may have any pecuniary or conflict of interest in respect to any matter appearing on the agenda, or any supplementary item to the agenda, which the Council has resolved to deal with.

OFFICER REPORTS

10. Salamanca Market - Site Fees and Licence Agreement File Ref: F23/43229; S33-060-02/38

Report of the Senior Commercial Advisor Salamanca Market, the Manager Welcome Pad and the Director City Futures of 17 May 2023 and attachments.

Delegation: Council

REPORT TITLE: SALAMANCA MARKET - SITE FEES AND LICENCE AGREEMENT

REPORT PROVIDED BY: Senior Commercial Advisor Salamanca Market
Manager Welcome Pad
Director City Futures

1. Report Summary

- 1.1. This report presents the final 2023-2028 Salamanca Market Stallholder Licence Agreement for Council endorsement.
- 1.2. This report also seeks approval of the proposed fees and charges for Salamanca Market for the 2023-24 financial year.

2. Key Issues

- 2.1. The Salamanca Market Licence Agreement ('Agreement') provides the legal framework within which licenced stallholders can trade at the Salamanca Market over a five-year term.
- 2.2. Following the endorsement from Council, officers provided a 30-day consultation period to allow stallholders to provide a written submission on the draft Agreement.
 - 2.2.1. A total of 116 submissions were received (**Attachment A**).
- 2.3. Officers have listened to stallholders' feedback, and several changes have subsequently been made to the draft Agreement following the submissions period to reflect this (**Attachment B**).
- 2.4. A number of requests were more individual in nature and did not result in the betterment of the market and these clauses are recommended to remain unchanged in the draft Agreement.
- 2.5. In relation to site fees, the current site fee valuation methodology was introduced, in collaboration with the Stallholders' Association (SMSA) and stallholders, in the 2012-2017 Licence Agreement; this included introducing a 10% cap on any increase or decrease on site fees.
 - 2.5.1. This methodology has resulted in the weekly site fees being set significantly below *fair market rental* and has led to an increasing difference of between 51% to 102% of a *fair market rental* recommended by the independent valuer and the fees charged by the City.
 - 2.5.2. A specific example of this is current site fee increase methodology of CPI in the Agreement has meant that a stallholder at a B site type, for example, only pays \$268 more today **per year** than they did five (5) years ago.

- 2.6. It is proposed that the difference between the 2023 site fee valuation and the current site fees be applied in equal increments to reach valuation over the five-year licencing period plus Consumer Price Index each year from 1 July 2024 (**Attachment C**). CPI increase is not proposed to be applied to the equal increment.
- 2.7. 34% of stallholder submissions to Council asked for a reduction in the proposed site fee.
- 2.7.1. Many stallholders acknowledged that an increase in site fees was anticipated, however the quantum of the proposed increase was far more than expected.
- 2.8. The SMSA have presented their official counteroffer to Council comprising CPI for all years of the licencing period, capped at no more than 10%.
- 2.8.1. The City would be \$54,000 worse off in year one under this counteroffer, compared to the recommended methodology, which would compound over the period of the Agreement and fails to address the difference between the valuation and current site fees in any manner.
- 2.9. Stallholders continue to express a strong desire to trade at Salamanca Market despite any proposed site fee increase, with 284 out of 286 requesting a new Agreement.
- 2.10. Officers are currently identifying a range of possible grant and sponsorship opportunities, along with further revenue opportunities with merchandise and new stall types.
- 2.10.1. Council will receive further business plans in the coming months, showing progress towards this.
- 2.11. Three site fee options have been explored in this report:
- Option 1** - Fixed 9% annual increase compounding for the period of the Agreement
- Option 2 (the recommended methodology)** - the difference between the 2023 site fee valuation and the current site fees be applied in equal increments plus Consumer Price Index each year from 1 July 2024. CPI is not proposed to be added in the first year of the Agreement.
- Option 3** - Annual CPI for the life of the Agreement capped at 10%
- 2.12. Option 2 is the suggested option as it moves sites fees to valuation, being a *fair market rental*, as recommended by the independent valuer.
- 2.13. There has been a reluctance in previous years to increase site fees in line with independent valuations which has effectively compounded the difference between actual fees and *fair market rental*.

- 2.13.1. There is a history of the SMSA and stallholders lobbying and petitioning the Council in order to achieve minimal increases and endeavouring to influence Elected Members' decision making.
- 2.13.2. This has meant consideration for the long-term impact of the viability of Salamanca Market has been directly influenced by lobbying over the past 20 years.
- 2.13.3. If Council elects to increase site fees by CPI or similar for 2023-24 the result will be that Salamanca Market would need to be partially funded by the Hobart municipality ratepayer.

3. Recommendation

That:

- 1. Option 2, being the difference between the 2023 site fee valuation and the current site fees applied in equal increments plus Consumer Price Index each year from 1 July 2024, where CPI is not proposed for the first year, be approved by the Council.***
- 2. The 2023-2028 Salamanca Market Stallholder Licence Agreement marked as Attachment B to this report be approved by the Council.***
- 3. The approved 2023-2028 Salamanca Market Stallholder Licence Agreement be distributed to all licensed Salamanca Market Stallholders for signature.***
- 4. The redacted Acumentis valuation report be released publicly.***
- 5. The schedule of fees and charges for Salamanca Market, marked as Attachment C to this report, be adopted effective from 1 July 2023 for the 2023-24 financial year.***

4. Background

4.1. At the Council meeting Monday, 20 March 2023, it was resolved that:

“2. The endorsed draft Salamanca Market Stallholder Licence Agreement be distributed to all licensed Salamanca Market Stallholders and the Salamanca Market Stallholders’ Association for review and comment.”

“3. The schedule of fees and charges for Salamanca Market, marked as Attachment C to this report, be considered as part of the consultation process.”

“4. Upon receipt of comments from all licensed Salamanca Market Stallholders and the Salamanca Market Stallholders’ Association, the final draft Salamanca Market Stallholder Licence Agreement be the subject of a further report to the Council for final approval.”

“6. That officers prepare a report investigating:

- 1. operational savings that could be implemented to the management, promotion and operation of the market and report back to Council before the finalisation of the new licence agreement; and*
- 2. additional revenue opportunities associated with Salamanca Market, such as merchandising and sponsorship, to continue to support a vibrant market into the future.”*

4.2. The Council workshop on Monday, 17 April 2023 presented Elected Members with the information regarding operational costs and potential areas for some savings.

5. Legal, Risk and Legislative Considerations

- 5.1. The Salamanca Market Licence Agreement (‘Agreement’) provides the legal framework within which licenced stallholders can trade at the Salamanca Market over a five-year term.
- 5.2. The Agreement clarifies the requirements and responsibilities of both licensed stallholders and the Council to ensure the efficient, safe and sustainable delivery of the market.
- 5.3. The Council’s Principal Advisor Legal & Property has worked closely with staff from the Salamanca Market, as well as engaging Simmons Wolfhagen in the development of the draft revised Agreement.

6. Discussion

- 6.1. As per the requirements of the current Agreement and following the endorsement from Council, officers provided a 30-day consultation

period to allow stallholders to provide a written submission on the draft Agreement.

- 6.1.1. The consultation period commenced on Monday, 27 March 2023 and concluded on Wednesday, 26 April 2023.
- 6.1.2. The consultation period also provided an opportunity for stallholders to provide a submission on the proposed site fees and the Stallholder Operational Handbook.

Draft Licence Agreement

- 6.2. All 286 licenced market stallholders were provided with a copy of the draft Agreement with tracked changes, an explanatory document of those changes, along with a clean version of the Agreement.
- 6.3. A total of 109 submissions were received from 102 stallholders (some submitted multiple submissions), along with five (5) submissions from casual stallholders, one from the Salamanca Market Stallholders' Association and one submission from the Tasmanian Small Business Council (all are available in **Attachment A**).
 - 6.3.1. The SMSA provided a pre-populated template to stallholders, with 64 submissions using this template in whole or in part.
 - 6.3.2. Two submissions were assessed as supportive of most proposed Agreement changes and the site fee increase.
- 6.4. City officers have read all submissions and found that there were some common concerns and requests from stallholders.
- 6.5. Officers have listened to stallholders' feedback, and several changes have subsequently been made to the draft Agreement following the submissions period to reflect this.
- 6.6. A number of requests were more individual in nature and did not result in the betterment of the market and these clauses are recommended to remain unchanged in the draft Agreement.
- 6.7. A summary of the common requests are listed below along with the changes made to the Agreement where applicable:

Stallholder requested and draft changed to accommodate			
Licence Agreement reference	Draft Licence Agreement	Stallholder Concern/Request	Commentary
Schedule One, Item 4: Term	3 plus 2-year term	Requested 5-year term	Agreement has been changed to a 5-year term
Clause 6	The Council	Uncertainty of	Agreement has been

	'may' provide a further licence term	tenure after the next licencing period	changed to use the word 'will' in place of 'may'
Clause 15 (b): Transfer on Sale of Site Business	Sole discretion to approve or reject a transfer of the Licence to an existing licence holder or a Related Entity	Asked City to relax stance on Related Entities owning separate licences	Agreement has been changed to allow related entities, such as a wife or husband, to hold separate licences with an assessment process consistent with all other product applications
33 (c)(i) Period for SMSA to make a submission to the valuer	14 days from date of notification	SMSA requested this be increased	Agreement has been changed to allow 42 days from date of notification
Clause 54 (a)(ii) Dispute resolution process	Council has no obligation to assist in the resolution of disputes between Stallholders or Joint Licensees	SMSA request City assist in disputes between stallholders	Agreement now reflects that the Council 'may' assist in the resolution of disputes between Stallholders or Joint Licensees
Clause 72 Privacy	The Licensee gives permission for the Council to take photographs of the Licensee and their products for promotions	Council to seek permission from all stallholders through an opt in model	Licensees may provide written notification to the Council to withdraw permission at any time
Stallholder requested and draft retained with no change			
Licence Agreement reference	Draft Licence Agreement	Stallholder Concern/Request	Commentary
Clause 16 (a): Transfer on Sale of Site Business	Progressively removes the privileges under the Grandfather clause 28.	SMSA originally supported this removal in and asked for clause 28 to be removed from July 2023. The SMSA and some stallholders now request clause 16 be removed.	New clause 16 has been retained for the betterment of the market to remove old broader product lines and to ensure product lines are contemporary and reflective of what is being sold. The City will continue to recognise clause 28 until licence is transferred to a new licensee

33 (c) Appointment of valuer	SMSA is not a reliant party to the valuation	SMSA requested to be recognised as a reliant party to the valuation	SMSA will continue to receive a copy of the valuation, but not as a reliant party
33 (c) Appointment of valuer	SMSA may appoint their own valuer which is at their expense	SMSA requested that this be at the City's expense	<p>No changes have been made as the SMSA have the option to negotiate a grant with the City to help pay for such items.</p> <p>This grant is provided through the Memorandum of Understanding (MOU) once negotiated and agreed. This MoU is currently not in place due to the refusal by the SMSA to support casual stallholders representation on their committee and have a clear expenditure of funding plan.</p> <p>NB: SMSA have also chosen not to collect fees for 240 memberships for 2023-24 which could have also been used to fund a valuation or other activities</p>
Clause 57 Relocation	Right to amend boundary site or relocate stall business	SMSA request remove wording: 'Council's sole discretion'	<p>No changes have been made as the Council may not take any relocation action 'unreasonably or capriciously'</p> <p>There is also a 'no detriment' outcome test</p> <p>The addition of the 'no compensation' was made as the previous Agreement was silent</p>

- 6.8. All stallholder feedback contained in the submissions has been considered and the draft Agreement has been amended to reflect the above, where applicable.

- 6.9. The new draft of the 2023-2028 Salamanca Market Stallholder Licence Agreement is in **Attachment B**.

7. Proposed site fees

- 7.1. The current site fee valuation methodology was introduced, in collaboration with the SMSA and stallholders, in the 2012-2017 Licence Agreement; this included introducing a 10% cap on any increase or decrease on site fees.
- 7.2. Eleven years ago it was seen as a reasonable way to value and apply site fees, however it has resulted in the weekly site fees being set significantly below *fair market rental*. This has led to an increasing difference of between 51% to 102% of a *fair market rental* recommended by the independent valuer and the fees charged by the City.
- 7.3. The table below shows the CPI rate applied to site fees over the previous five years:

2018-2019	2.13%
2019-2020	2.99%
2020-2021	0.00%*
2021-2022	0.77%
2022-2023	4.51%

*Council applied 0% increase on all fees and charges as a response to Covid, however CPI was 2.73%

- 7.4. The table below shows what the CPI increases have resulted in, showing the total dollar increase applied over the previous five years:

Site type	2018-2019 ex. GST	2022-2023 ex. GST	Total increase over five years per market day
A Site	\$76.33	\$82.79	\$6.46
B Site	\$61.04	\$66.20	\$5.16
C Site	\$56.35	\$61.13	\$4.78
Split Centre	\$49.14	\$53.31	\$4.17

- 7.5. A specific example of this is current site fee increase methodology of CPI in the Agreement has meant that a stallholder at a B site type, for example, only pays \$268 more today **per year** than they did five (5) years ago.
- 7.6. These types of small increases are unsustainable and has led to the need for a responsible increase in site fees to ensure that the market is sustainable and remains the most visited tourist attraction in the state.
- 7.7. Three separate valuations all advise the City to increase site fees by more than what the current methodology allows for.

- 7.8. An independent valuation was undertaken in January 2023 with the valuer recommending increases of between 51% to 102% for all stall site types on current site fees, and these be applied from 1 July 2023.
- 7.9. It is proposed that the difference between the valuation and the current site fees be applied in equal increments to reach valuation over the five-year licencing period plus Consumer Price Index each year from 1 July 2024 (**Attachment C**).
- 7.10. This proposal would result in an average market site fee increase of \$9.58 (ex GST) per market day, with the majority of stalls increasing by \$8.76 (ex GST) per market day for the 2023-24 financial year.

Submissions

- 7.11. There are 286 businesses operating from a licenced site, with 100 of those (34%) providing a written submission to Council asking for a reduction in the proposed site fee.
- 7.12. In the submissions, many stallholders acknowledged that an increase in site fees was anticipated, however the quantum of the proposed increase was far more than expected.
 - 7.12.1. Stallholders spoke about their increasing costs of doing business, particularly with purchasing raw materials, along with their difficulty with raising their prices to offset the increases.
 - 7.12.2. This seemed of particular concern for those stallholders who handmake their products, as opposed to those who fully import or partially import their product line.
 - 7.12.3. Stallholders were concerned for their long-term business viability at the market and were fearful that any large increase in site fee would devalue their capital investment.
 - 7.12.3.1. The City acknowledges that outgoing stallholders will seek a lump sum payment from an incoming third-party business in exchange for a licence.
 - 7.12.3.2. The monetary transaction is at arm's length to the City as the City has no influence on prices paid nor does the City require a commission payment.
- 7.13. The SMSA have now presented their official counteroffer to Council comprising CPI for all years of the licencing period, capped at no more than 10%.
 - 7.13.1. This counteroffer is even lower than the previous agreement model of: valuation applied in year one, capped at 10%, then CPI for the remainder of the Agreement.

7.13.2. CPI for the December quarter was 7.73%. The City would be \$54,000 worse off in year one under this counteroffer, compared to the recommended methodology, which would compound over the period of the Agreement.

7.13.3. Further, this counteroffer does not start to address the difference between the valuation and current site fees, and it does not move site fees towards a *fair market rental*.

Stallholder data

7.14. A major stallholder survey was undertaken in January and February 2023 with 74% of licensed stallholders providing a response.

7.14.1. The results show that 33% of licensed stallholder respondents are completely reliant on the market for their income.

7.14.2. 50% of respondents reported their sales were up from 12 months ago, and 38% of respondents said their sales were up from five (5) years ago, however 8% said they were currently experiencing negative impacts due to Covid.

7.14.3. This data demonstrates that a large of stallholders have made a recovery post-Covid but a smaller number have not.

Site fee options

7.15. Three site fee options have been explored below to show the revenue outcomes using various site fee calculation methodologies.

Option 1 – Fixed 9% annual increase compounding for the period of the Agreement

This option would move site fees towards 80% of the valuation, however it would result in foregone revenue of \$35,000 in the first year when compared to recommended Option 2.

Further, in years 2 to 5 this site fee option would result in forgone revenue estimated at \$1.26 million when compared to recommended Option 2.

This option would give certainty to stallholders as CPI would have no bearing over the period of the Agreement but only partially addresses moving site fee towards a *fair market rental*.

Option 2 - the recommended methodology) - the difference between the 2023 site fee valuation and the current site fees be applied in equal increments plus Consumer Price Index each year from 1 July 2024. CPI is not proposed to be added in the first year of the Agreement.

This continues to be the preferred option as it moves sites fees to the valuation as recommended, by the independent valuer, but over the five-year licensing period as opposed to applying the entire increase in year one.

Option 3 - Annual CPI for the life of the Agreement capped at 10%

This option is the model the SMSA support and have put forward as their counteroffer.

This option does not start to address the difference between the valuation and current site fees, and it does not move site fees towards a *fair market rental*.

This option would in result in foregone revenue of \$54,000 in the first year when compared to the recommended Option 2.

Further, in years 2 to 5 this site fee option would result in forgone revenue estimated at \$1.86 million when compared to recommended Option 2.

- 7.16. There has been a reluctance in previous years to increase site fees in line with independent valuations which has effectively compounded the difference between actual fees and *fair market rental*.

7.16.1. There is a history of the SMSA and stallholders lobbying and petitioning the Council to achieve minimal increases and endeavouring to influence Elected Members' decision making. This has meant that consideration for the long-term impact of the viability of Salamanca Market has been directly influenced by lobbying over the many years.

7.16.2. This lobbying is continuing. A further petition has been received on 11 May, 2023 for presentation to this Council meeting. A public meeting was called for the 18 May 2023.

7.16.3. If Council elects to increase site fees by CPI or similar for 2023-24 the result will be that Salamanca Market would need to be partially funded by the Hobart municipality ratepayer.

- 7.17. It is also worthwhile noting that, as at 4 May 2023, 284 out of 286 stallholders have formally requested the City for a new agreement.

7.17.1. One stallholder has yet to respond but is expected to renew, and one stallholder has surrendered their Agreement.

7.17.2. This indicates a strong desire from stallholders to continue to trade at Salamanca Market despite any proposed site fee increase.

Stallholder Operational Handbook

- 7.18. The Stallholder Operational Handbook provides the onsite operational requirements of stallholders on matters such as evacuations, waste, safety, signage display, stall infrastructure and vehicle movements.
- 7.19. No stallholder submissions were received that requested any alterations to the Handbook.
- 7.20. A final copy of the Stallholder Operational Handbook will be provided to stallholders with the final Agreement.

Operational Savings

- 7.21. A workshop was held with Elected Members on 17 April 2023 to discuss operational items where several optional savings were considered.

Additional revenue opportunities

- 7.22. At the March 2023 Council meeting, Elected Members requested officers to investigate any additional revenue opportunities.

Sponsorship

- 7.23. Officers met with the Manager Incoming Grants and Funding during April 2023 and have short-listed several sponsorship opportunities for Puppy Parking, Information Booth, Salamanca Sounds program and market crew.
 - 7.23.1. A final list of proposed sponsorships and an implementation plan will be provided to Council in the coming months.

Grants

- 7.24. The Manager Incoming Grants and Funding will also identify any suitable grants currently available and will be alert as future grant opportunities are presented.

Merchandise

- 7.25. A small number of stallholders, along with an Elected Member, asked officers to examine introducing more Salamanca Market merchandise to generate further revenues.
 - 7.25.1. Salamanca Market currently has a branded hessian jute bag for sale, and this has proven quite popular with patrons.
- 7.26. Other merchandise could consist of Salamanca Market branded aprons, tea towels, socks, hats, t-shirts, key rings, candles, pens, water bottles, umbrellas, coasters, mugs, magnets, mascot toy, tea, chocolate and additional bags.

- 7.27. All products would need to be Tasmanian made and many items would foreseeably compete with current stallholder product lines; this may or may not be a consideration for Council.
- 7.28. A business plan will be developed to determine the cost benefit of a merchandise stall and consider such risks of stallholder pushback, running at a loss during some periods, stock not selling, theft, not a core strength of team, not part of strategic plan, effort vs rewards.
 - 7.28.1. This business plan will be provided to Council in the coming months showing progress towards this.

Further revenue opportunities

- 7.29. In the 2023-24 fees and charges, new stall types will be proposed to ensure a vibrant market, comprising Commercial retail, Commercial promotions, Optional marquee hire and Optional marketing package.
- 7.30. These types of stalls will help back-fill absent licensed stallholders who apply for a refundable absence.
- 7.31. Also proposed for 2023-24 is advertising opportunities for private operators at the Information Booth.

8. Hobart: A Community Vision For Our Island Capital

- 8.1. The document includes eight pillars that represent the major parts of Hobart life. Pillar 4 is City Economies.
 - 8.1.1. We are a city whose economies connect people, businesses, education and government to create a high-quality lifestyle in a thriving and diverse community. Our city is our workshop. We collaborate, embracing ideas, inventiveness and initiative.
 - 8.1.1.1. Section 4.5.3: Our markets are incubators for business, supporting small businesses to scale up, if they want to.

9. Capital City Strategic Plan

- 9.1. The delivery of Salamanca Market aligns with the City of Hobart Capital City Strategic Plan 2019-29, namely:
- 9.2. Pillar 3: Creativity and culture
 - 3.1.5. Support and deliver events, festivals and markets.
 - 3.4.1. Support the activation of City-owned spaces for creative, cultural and commercial initiatives

10. Financial Viability

- 10.1. Funding Source and Impact on Current Year Operating Result

10.1.1. The proposed Agreement comes into effect on 1 July 2023 so there is no impact on the current year operating budget.

10.2. Impact on Future Years' Financial Result

10.2.1. The proposed increases in site fees would add an estimated \$150,000 (ex. GST) in revenue for Salamanca Market in 2023-24 financial year.

10.3. Asset Related Implications

10.3.1. There are no perceived impacts on assets as a result of the implementation of the proposed Agreement.

11. Community Engagement

11.1. Significant stakeholder engagement has been undertaken in the development of the draft Agreement.

11.2. In total, nine workshops were held with stallholders and representatives from the SMSA over a seven (7) month period to discuss the proposed changes to the new Agreement.

11.3. Further meetings and discussions have been held with the SMSA to incorporate their requested changes to the Agreement.

11.3.1. The SMSA were also provided with the valuer's report and were briefed in person by the independent valuer.

11.4. All licensed stallholders have been provided with the opportunity to review and comment on the proposed Agreement prior to the final draft being presented to the Council for approval, along with the proposed site fees and the Stallholder Operational Handbook.

11.4.1. Stallholders were provided with multiple means to provide a submission, using the Your Say portal, email, post or deliver to the Customer Service Centre.

11.5. Stallholders were also provided with the opportunity to make a deputation to the Council on Monday, 17 April, with four (4) stallholders making a deputation at that meeting.

11.6. Consultation has also been undertaken with the Principal Advisor Legal & Property, Manager Incoming Grants and Funding, Senior Commercial Advisor - Salamanca Market, Manager Welcome Pad and Director City Futures, as well as externally with Simmons Wolfhagen.

12. Communications Strategy

12.1. Stallholders have been updated with progress in the monthly stallholder newsletter.

- 12.2. Stallholders will receive communications after the Council meeting to provide the Council decision.
- 12.3. If the Agreement is approved, stallholders would start to receive their personalised Agreement in early June 2023 for signing.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Taryn Townsend
SENIOR COMMERCIAL ADVISOR
SALAMANCA MARKET



Tristan Merrett
MANAGER WELCOME PAD



Katy Cooper
DIRECTOR CITY FUTURES

Date: 17 May 2023
File Reference: F23/43229; S33-060-02/38

- Attachment A: Salamanca Market Stallholder Submissions (Redacted) (Supporting information) 
- Attachment B: Salamanca Market 2023-2028 Stallholder Licence Agreement ↓ 
- Attachment C: Salamanca Market Site Fees ↓ 



SALAMANCA MARKET

STALLHOLDER LICENCE

AGREEMENT



Issued date:		Licensee:	«Licensee»
Effective date:	when executed	ABN:	
Total pages:	26 including this one	Address:	
Summer site:		Guarantor:	
Winter site:		Address:	
Debtor number:	«DebtorNo»		

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

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Schedule One: Details, Site Category & Site Fee

Item 1	Licensee	Name: ABN: Address: Email: Phone: Emergency Contact:
Item 2	Guarantor (if applicable)	Name: ABN: Address: Email: Phone:
Item 3	Stall Site	Site Number: Site Category:
Item 4	Term	5 years, commencing on 1 July 2023 and expiring on 30 June 2028
Item 5	Joint Licensees	Applicable / Not Applicable (strike out one)

Item 6: **Site Fee**

...for 32 weeks from the first Market Day in October ("Summer"): Site «F1» _____

20 weeks ending the last Market Day in September ("Winter"): Site «F1»

Salamanca Market

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Stallholder Licence Agreement

In the first year of this Licence, the Site Fee as of \$ is made up of the following:

	Summer Base Site Fee (Ex GST)	Winter Base Site Fee (Ex GST)	Public and product Liability Insurance (Ex GST)	Marketing Levy (Ex GST)	Power If required (Ex GST)	Tables If required (Ex GST)	Current Payment Frequency	Trade Waste	Total Weekly Fee (Inc GST)	Fees per Invoice Period (Inc GST)
	\$	\$	\$	\$	\$«Power_weekly_ex_GST»	\$«Summer_trestles_weekly_rental_ex_GST»	«Payment_Frequency»		\$	\$

Annual total \$ Inc GST per annum (52 Market Days)

Site Fee (subject to annual increases in accordance with clause 33)	Summer Base Site Fee	Winter Base Site Fee
Site Fee Year 2	\$	\$
Site Fee Year 3	\$	\$
Site Fee Year 4	\$	\$
Site Fee Year 5	\$	\$

These figures are correct as at the date of preparation of this Agreement and are subject to change in accordance with the terms and conditions of this Agreement.

This amount is to be paid in advance in accordance with the invoice issued by the Council in accordance with the terms and conditions of this Agreement

Item 7: Special Arrangements

[eg: if Joint Licensees, include provisions about agreed rotations, roster, portion of site being licensed etc]

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

Schedule Two: Approved Product Line**Schedule Three: Product Assessment Criteria**

“Product Assessment Criteria” means the ideal mix of activities, services and products as determined by the Council from time to time, traded at Salamanca Market to provide its customers with a diverse range of Approved Product Lines.

In making this determination the Council will give consideration to the way in which new and proposed activities, services and products:

1. Add value to the Market’s product mix, diversity, customer appeal and reputation.
2. Possess quality and innovation. This includes consideration of the product’s quality and packaging and/or presentation, innovation, its use of design, materials, fabrication/manufacture or other attributes, including the use of environmentally sustainable materials or production practices, including packaging. Consideration is also given to the use of correct labelling including place of manufacture.
3. Are designed, devised, grown, produced or manufactured or by the trader themselves (which can include their family or business, including employees).
4. Include Tasmanian content (defined as being the level to which the product is manufactured, grown or produced in Tasmania, or made from raw Tasmanian materials or materials sourced in Tasmania).
5. Are demonstrated to meet ethical, environmental or sustainability standards and which are promoted as such.
6. Are located relative to other stalls in the Market undertaking like activities or services or selling like products.
7. Conflict or otherwise with the requirements of the Licence Agreement, The By-Law and Legislative Requirements (including offensive or prohibited products, or products which infringe the intellectual property rights of another stallholder).

Schedule Four: Code of Stallholder Conduct

The Code of Conduct has been developed to ensure that the Licensee comply with a set of standards to ensure safety, inspire community confidence in Salamanca Market, to help maintain and raise the standards of the Market relative to other markets, to encourage the pursuit of excellence, and promote Salamanca Market’s positive reputation.

All Salamanca Market stallholders, staff, contractors, their employees and volunteers must comply with this Code of Conduct, the Work Health and Safety Act 2012 and the [Anti-Discrimination Act 1998](#), in addition to all relevant Acts, legislation, regulations and codes of practice relevant to their business.

Salamanca Market Stallholders are required to uphold: **Integrity, Professionalism, Community Citizenship, Safety, Respect and Courtesy. Stallholders must** act to provide a positive experience to market visitors, employees, contractors and agents and act to positively shape the Market’s future and its value within the community.

Salamanca Market

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Stallholder Licence Agreement

1.1 ***Stallholders must act with integrity, and:***

- Act responsibly and ethically through fairness, consideration and honesty in all dealings with others.
- Conduct their business in line with fair competition.
- Act honestly in serving business interests.

1.2 ***Stallholders must act with Professionalism, and:***

- Provide quality service.
- Accept responsibility for their actions.
- Cooperate with other stallholders, and Hobart City Council.
- Refrain from actions that damage or bring the Salamanca Market brand, image or reputation into disrepute.
- Refrain from knowingly injuring or maligning the good name or business reputation of another Market stallholder.

1.3 ***Stallholders must act with Community Citizenship, and:***

- Have awareness that stallholder behaviour and actions shape the Market's future and its value within the community.

1.4 ***Stallholders must act with Safety, and:***

- Provide a safe environment for Market visitors, employees, contractors and agents.
- Work safely and take reasonable care of others, resources and property.

1.5 ***Stallholders must act with Respect and Courtesy, and:***

- Act in a polite and respectful manner
- Adopt a welcoming and approachable attitude
- Refrain from rude, violent, aggressive, threatening, uncooperative or belligerent behaviour
- Refrain from any form of harassment, bullying, discrimination, taunting or intimidation.
- Refrain from any form of sexual innuendo or unwanted physical contact of others.
- Refrain from any form of discrimination.
- Act to protect and respect the privacy of customers and other stallholders.
- Respect the right of other stallholders to conduct business at the Market.
- Reject profanity or vulgarity towards any other person, either by actions or in any language.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement**Parties**

- A. The party listed at Item 1 of Schedule One ("Licensee").
- B. The Hobart City Council, ABN 39 055 343 428, of Town Hall, Macquarie Street, Hobart in Tasmania ("Council").

Definitions

1. Unless the contrary intention appears:

"Absence" and "Absent" means a Market Day when the Licensee does not operate the Site Business from the Stall Site;

"Agreement" means this agreement;

"Approved Absence" means an Absence approved by the Council in advance of the particular Market Day or Market Days in accordance with the terms and conditions of this Agreement including clause 40;

"Approved Activity" means the Licensee offering for sale the Approved Product Line from the Stall Site;

"Approved Product Line" means the products, activities or services specified in Schedule Two;

"Business Day" means a day which is not a Saturday, Sunday or public holiday in Hobart, Tasmania;

"Calendar Year" means the period from 1 January to 31 December;

"Chief Executive Officer" means the CEO or General Manager of the Council appointed pursuant to section 61 of the *Local Government Act 1993* (Tas) or their delegate;

"Code of Stallholder Conduct" means the code set out in Schedule Four as amended from time to time;

"Compensation" includes but is not limited to any compensation claimed or loss incurred by the Licensee including in relation to any reduction in Site Fee or any other fees payable pursuant to this Agreement, any claim for damages or loss of income;

"Compliance Checking Fee" means the fee charged to the Council to recover the costs of undertaking gas, electrical, fire and/or structural audits of the Licensee's applicable facilities at the Stall Site at the relevant time;

"Council" means the Hobart City Council and includes any employee, agent or contractor of the Council as the context requires;

"Covid-19" means the disease known as coronavirus disease 2019 declared under section 40 of the *Public Health Act 1997* (Tas) to be a Notifiable Disease.

"Credit Note" means any credit note issued by the Council to be applied towards a future invoice issued by the Council to the Licensee in accordance with this Agreement;

"Disease Related Factors" means factors arising from or related to:

- (a) Covid-19 or a Notifiable Disease;
- (b) actions taken or attempts made to reduce the risk of the spread of Covid-19, whether or not taken under the *Public Health Act 1997* (Tas) or the *Emergency Management Act 2006* (Tas) and whether or not the actions taken, or attempts made, occur within Tasmania or outside Tasmania or relate to matters within Tasmania; or
- (c) actions taken, or attempts made, to reduce the social and financial effects of the Covid-19, whether or not the actions taken, or attempts made, occur within Tasmania or outside Tasmania or relate to matters within Tasmania;

"Dispute Resolution Procedure" means the dispute resolution procedure for solving disputes between the Council and the Licensee specified in clauses 47 to 54 of this Agreement;

"Electoral signage" means any graphic, pictorial or written display which can be viewed from the Market Area or a public street and which promotes a candidate or political party vying for election in a Federal, State or local government election or any other elections that may from time to time be conducted and specifically excludes a political party bumper sticker affixed to motor vehicles or Stallholders' infrastructure;

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

“Exceptional Leave” means leave not to operate the Site Business from the Stall Site on a particular Market Day or Market Days granted by the Council to the Licensee in advance of such Market Days in accordance with the terms and conditions of this Agreement including clause 40;

“General Public” means people as a whole, not just those in a particular defined group, who attend the Market on a particular Market Day;

“GST” refers to goods and services tax under the GST Act;

“GST Act” means *A New Tax System (Goods & Services Tax) Act 1999* (Cth) and its regulations and includes any Commonwealth Act and any other law that introduces, imposes, deals with or is related to GST, as amended from time to time;

“Guarantor” means the person described as the guarantor in Item 2 of Schedule One;

“Intellectual Property” means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity;

“Joint Licensee” means a Council-approved licensee, if any, who is licenced to share the Stall Site with the Licensee during the Term;

“Legislative Requirements” means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth or the State or the Council which apply to the subject matter of this Agreement;

“Licence” means the licence issued to the Licensee by the Council in accordance with this Agreement;

“Licensee” means the party described in Item 1 of Schedule One and their employees, contractors and agents as the context requires;

“Manager Salamanca Market” means any person who is authorised by the Chief Executive Officer to act in that capacity;

“Market” means the Salamanca Place Market, as constituted pursuant to section 189 of the *Local Government Act 1993* (Tas);

“Market Area” means that part of Salamanca Place which is closed on any day as specified in a Market Notice;

“Market Day” means the period of time on any day on which the Market Area is closed to provide a place for the sale of products and services, and for activities, notice of which has been given by a Market Notice;

“Marketing Levy” means the weekly levy payable by the Licensee to the Council specified in Schedule One for marketing services provided in relation to the Market by the Council during the Term as varied from time to time in accordance with clause 33;

“Market Notice” means a notice to operate a market in a newspaper published in the City of Hobart pursuant to section 189 (2) of the *Local Government Act 1993* (Tas);

“Market Supervisor” means any person who is authorised by the Chief Executive Officer to act in that capacity;

“Notifiable Disease” has the same meaning as in the *Public Health Act 1997* (Tas);

“Occupy” means to place on or in the Market Area, road or footpath any temporary or mobile structures, wares, products, chattels, items, tables and chairs, or build any structure for sale, to enable the handling and sale of food or beverages or for any other purpose or to fence off any part of the Market Area to exclude members of the public, or to undertake any other activity in the Market Area;

“Operating Hours” means the operating hours of the Market specified in clause 88 or as specified by the Council for an additional Market under clause 88(c);

“Operational Handbook” means the Salamanca Market operations manual as amended by the Council from time to time;

“Privacy Law” means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of personal information which is applicable to a party in the performance of its obligations under this Agreement, including the *Privacy Act 1988* (Cth), the *Personal Information Protection Act 2004* (Tas), any codes, principles, or guidelines contained in or arising out of such legislation;

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Stallholder Licence Agreement

“Product Assessment Criteria” means the ideal mix of activities, services and products as determined by the Council from time to time, traded at the Market to provide its customers with a diverse range of Approved Product Lines;

“Sale of Site Business Notification Form” means the Council’s form used to provide details of a licensee’s proposed sale of their Site Business including the proposed purchaser’s identification details and proposed product line, as amended by the Council from time to time;

“Site Business” means any part or portion of the Licensee’s business that is directly related to the Market;

“Site Category” means the category of the Stall Site specified in Item 3 of Schedule One as varied by any recategorisation of the Stall Site in accordance with clause 3;

“Site Fee” means the fee payable by the Licensee to the Council for the Licence specified Schedule One as varied from time to time in accordance with clause 33 and any recategorisation of the Stall Site in accordance with clause 3;

“Salamanca Market Stallholders’ Association Inc” means whichever body is recognised by the Council from time to time as the main body representing Stallholders at the Market;

“Special Arrangements” mean the additional clauses (if any) set out in Schedule One which form part of this Agreement;

“Stall Site” or “Site” means the trading area within the Market Area licensed by the Council to the Licensee under the terms and conditions of this Agreement and specified in Item 3 of Schedule One;

“Stallholder” means any party who is authorised by the Council to Occupy part of the Market Area on Market Day;

“Term” means the term specified in Item 4 of Schedule One and includes the Further Term and any extension or renewal of this Agreement; and

“The By-Law” means the Salamanca Market By-Law No 1 of 2022 (Hobart City Council) and any subsequent By-Law which governs the operation of the Market.

Interpretation

2. In this Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) a reference to a party includes that person’s permitted assigns, or being a corporation its successors and permitted assigns and any other person deriving title under that person or corporation and for the avoidance of doubt does not include a party’s personal representatives or heirs;
- (c) a reference to the title of a particular Council officer’s position in this Agreement includes other similar or replacement positions if the specified position no longer exists at any time during the Term;
- (d) a reference to the singular includes the plural and vice versa;
- (e) a reference to a gender includes all gender;
- (f) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (g) a reference to a thing (including a right) includes a part of that thing;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) mentioning any thing after the words include, includes or including does not limit the meaning of any thing mentioned before those words;
- (j) no rule of construction applies to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or any part of it;

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Stallholder Licence Agreement

- (k) a reference to any legislation or legislative provision includes subordinate legislation, regulation or statutory instrument, made under it and any amendment to or replacement for any of them;
- (l) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement; and
- (m) a reference to “dollars” or “\$” is to Australian lawful currency.

Application of Licence

- 3. The Licensee acknowledges and agrees that:
 - (a) the Licence applies to the Stall Site for the particular Site Category;
 - (b) the Council may recategorise the Site Category if and when additional services are provided by the Council for that Site Category including increasing the Site Fee to allow for the recategorisation;
 - (c) the Council reserves the right to change the Market Area and the Stall Site boundaries if prompted by legal requirements and/or workplace health and safety requirements; and
 - (d) the Council may apply other licence terms and conditions to any other area or space into which the Market may expand in the future.

Licence, Term and Obligation to Trade

- 4. (a) In consideration of the Site Fee, the Council agrees to licence to the Licensee the non-exclusive right to Occupy the Stall Site in accordance with the terms and conditions of this Agreement.
- (b) This Agreement operates during the Term and includes any extension or renewal of the Agreement, unless the Agreement is terminated prior to that date including if the Licence is cancelled.
- (c) The Licensee agrees to trade at the Market from the Stall Site during the Term in accordance with the terms and conditions in this Agreement.

Option for Further Term

- 5. Not Used

Licence Renewal

- 6. The Council will, acting reasonably and in good faith, at least three (3) months before the expiration of the Term give notice in writing to the Licensee requesting the Licensee to notify the Council in writing within thirty (30) days of the date of the Council's notice whether the Licensee wishes the Council to grant a new licence for the Stall Site on terms to be agreed between the parties.
- 7. If the parties do not agree to a new licence within the time period stipulated in clause 6 the Licence will expire at the end of the Term.
- 8. (a) The Council may elect not to offer a new licence to the Licensee or issue a new licence to the Licensee if the Council is not satisfied, acting reasonably, with the Licensee's performance of its obligations under this Agreement in relation to:
 - (i) payment of the Site Fee, Marketing Levy, Compliance Checking Fee and any other fees or monies payable under this Agreement when due;
 - (ii) compliance with the terms and conditions of the Licence and this Agreement;
 - (iii) sale of Approved Product Line(s) (including not selling items not listed on the Approved Product Line(s)) and the quality and standards of those products;

Salamanca Market

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Stallholder Licence Agreement

- (iv) compliance with The By-Law and Legislative Requirements;
 - (v) adherence to the Code of Stallholder Conduct; and
 - (vi) compliance with the operational requirements for the Market specified in the Operational Handbook.
- (b) The Council will not act unreasonably or capriciously in deciding whether or not to offer and/or issue a new licence to the Licensee.
9. The Council will notify the Licensee of its concerns in writing if it is not satisfied with the Licensee's conduct under clause 8 and the Licensee will have fourteen (14) days to respond to the Council's concerns.
10. If the Licensee fails to address the Council's concerns to the Council's satisfaction within a period of fourteen (14) days from the date of the notice, the Council will not issue a new licence to the Licensee.

Sub-letting and Assignment

11. (a) Subject to clause 14, the Licensee must not assign, transfer, sublet, grant any licence or right to any person under this Agreement without the prior written consent of the Council.
- (b) For the purposes of clause 11(a), a change in 50% or more of the shareholding of the Licensee is deemed to be an assignment of this Agreement and will require the written consent of the Council.

Joint Licensees

12. If Item 5 of Schedule One states 'Applicable' then this clause 12 applies. The Licensee acknowledges joint stall holding arrangements are permitted by the Council but are subject to the Council approving the proposed joint stall holding arrangement and in accordance with any conditions set out in the Special Arrangements.
13. For the avoidance of doubt:
- (a) where one Joint Licensee is Absent, the other Joint Licensee or Joint Licensees may Occupy the remaining portion of that Stall Site; and
 - (b) unless all Joint Licensees are simultaneously Absent, Joint Licensees are not considered Absent for the purposes of this Agreement.

Transfer on Sale of Site Business

14. Subject to clauses 15 and 16, the Council will agree to consent to assign the Licence or issue a new licence on similar terms to the Licence upon the sale of the Licensee's Site Business to a purchaser if all of the following conditions are met:
- (a) if the purchaser intends to change the product line of products for sale at the Stall Site, the Council's approval of that product line is subject to the new product line of products corresponding in the Council's opinion with the Council's nominated Product Assessment Criteria, determination of which will be made in accordance with clauses 29 to 31;
 - (b) if the purchaser proposes to maintain the Approved Product Line for sale at the Stall Site, that the Council is reasonably satisfied that there will be no change in the product line to be offered for sale by the purchaser;
 - (c) not less than thirty (30) Business Days prior to the proposed completion date for the sale, the Licensee submits to the Council a completed Sale of Site Business Notification Form;

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- (d) the Licensee pays an administrative fee to the Council on or before the earlier of the day the purchaser commences trading at the Stall Site or thirty (30) days from the date of the Council's written notification that it has approved the transfer of the Licence or will issue a new licence. The transfer of the Licence or issue of the new licence will only be implemented upon payment of the fee. The fee will be set in accordance with Section 205 of the *Local Government Act 1993* (Tas) and will be levied by the Council. The fee is subject to review each year based on movement in the Consumer Price Index for Hobart for the previous period and will be advertised as part of the Council's annual Fees and Charges Schedule; and
 - (e) that the Licensee is not in default of the terms of this Agreement.
15. (a) The Licensee acknowledges and agrees that, subject to clause 15(b), a licensee and its Relatives or Related Entities may only hold one (1) licence for a site or a stall site within the Market or the Market Area at a time.
- (b) The Council may approve or reject a transfer of the Licence to an existing licence holder or a Related Entity or Relative of an existing licence holder, and in determining the decision the Council will utilise an assessment process similar or consistent with the Council's process utilised when considering all other production applications and by taking into consideration all relevant and reasonable factors relevant to the proposed transfer.
- (c) In this clause 15 "Related Entity" and "Relative" has the same or corresponding meaning as the terms defined in Section 5 of the *Bankruptcy Act 1966* (Cth).
16. If the Council approves the transfer of the Licence or the issue of a new licence it will prepare a new licence agreement for execution by the purchaser substantially on the same terms and conditions as this Agreement subject to changes to the Approved Product Line if any changes have been approved by the Council in accordance with clause 14. The Licensee agrees that the new licence or deed of assignment of licence must provide that:
- (a) clause 28 of this Agreement is deleted so that it does not apply following the assignment of this Agreement or to any new licence granted pursuant to this clause; and
 - (b) clause 14 of this Agreement will be varied to ensure that any subsequent transfer of the licence agreement that is assigned or granted to a purchaser will provide that the Council shall have the discretion in relation to whether or not a condition of any subsequent transfer of licence requires that the Approved Product Line must be varied.
17. This Agreement will terminate on the latter of the date of the completion of the sale of the Licensee's business or the purchaser enters into a licence agreement with the Council.

Transfer in Other Circumstances

18. Subject to clause 15, in the event of the death of a sole individual Licensee the Council will enter into a new licence agreement for a term not exceeding two (2) years (after which the new licence will expire and terminate) with the executor or administrator of the Licensee's estate or a person who is entitled under the will or as beneficiary under administration provided that they comply with the requirements in clause 29.

Suspension or Termination of Licence

19. Subject to clause 20, the Licensee will be in breach of this Agreement which may be suspended, cancelled or terminated by the Council at any time, regardless of whether the Licensee has commenced the Dispute Resolution Procedure, if the Licensee:
- (a) fails to comply with any of the terms and conditions of this Agreement;
 - (b) fails to comply with the lawful directions of the Council;

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- (c) fails to comply with Legislative Requirements including relevant Australian and New Zealand standards for temporary electrical installations requirements and temporary gas installation requirements;
 - (d) fails to comply with the terms of the Operational Handbook provided that if there is any ambiguity or inconsistency between the documents, the provisions of this Agreement will have precedence;
 - (e) fails to maintain the Approved Product Line(s) as determined and approved by the Council including selling items not listed on the Approved Product Line and/or failing to sell items listed on the Approved Product Line;
 - (f) fails to pay the Site Fee, Marketing Levy, any fees payable pursuant to clause 35 or any other fees or monies payable under this Agreement to the Council;
 - (g) fails to comply with the Code of Stallholder Conduct provided that if there is any ambiguity or inconsistency between the documents, the provisions of this Agreement will have precedence;
 - (h) undertakes activities or offers for sale products or services in breach of any Legislative Requirements;
 - (i) uses any of the Council's Trade Marks or any unauthorised image of the Market without the prior written permission of the Council or, if permission has been granted, otherwise than in accordance with the Council's permission;
 - (j) in the opinion of the Council acting reasonably, is acting in a way which jeopardises or may jeopardise the reputation, integrity and/or operation of the Market or the safety of any members of the General Public;
 - (k) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cth)), ceases or threatens to cease carrying on business or is otherwise unable to pay its debts as and when they fall due for payment;
 - (l) (being a company) becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cth)) or a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) of any of its property; or
 - (m) proposes to enter into or enters into any composition, arrangement or moratorium with its creditors or any class of its creditors whether formal or not.
20. In the event that the Council claims the Licensee has breached clause 19, the Council will cause a notice in writing to be served on the Licensee specifying the nature of the breach and warning the Licensee if they do not remedy the breach within five (5) days from the date of the notice the Council may exercise its right to suspend or terminate this Agreement including cancellation of the Licence.
21. The Council may also suspend or terminate this Agreement if the Council pursuant to clause 55 of this Agreement ceases to operate the Market for a continuous period of more than one month by giving at least one month's notice in writing to the Licensee.
22. If the Council recommences operating the Market within one year of the date of termination of this Agreement under clause 21 it must at or before that time offer to the Licensee a new agreement including a licence to operate a stall at the Market on similar terms, at the Council's discretion acting reasonably, to the terminated Licence.
23. The Licensee may terminate this Agreement at any time with notice in writing to the Council of at least seven (7) days and this Agreement will terminate on expiry of the notice period and the Council will cancel the Licence.
24. On termination of this Agreement including cancellation of the Licence the Licensee will immediately pay to the Council all monies owing to the Council including the Site Fee, Marketing Levy and Compliance Checking Fee.

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25. The Council agrees to not unreasonably or capriciously terminate the Licence or cease to operate the Market.

Approved Product Line

26. The Licensee acknowledges and agrees the Council:
- (a) approval of all product lines is required to ensure maintenance of the Product Assessment Criteria for the Market;
 - (b) retains the right to amend the Product Assessment Criteria from time to time in consultation with the Salamanca Market Stallholders' Association Inc.
27. The Licensee agrees to not:
- (a) sell or offer for sale any material that may reasonably be considered by the Council or the Chief Executive Officer to be obscene or offensive;
 - (b) advertise or promote any product or service from the Stall Site other than advertising or promotion of the Licensee's own Site Business;
 - (c) display Electoral signage; and
 - (d) use or Occupy the Stall Site for any purpose other than for the sale of the Approved Product Line.
28. Nothing in this Agreement affects the Approved Activities or Approved Product Line if approved prior to 1 July 2012.

Change of Approved Product Line

29. If the Licensee wishes to change an Approved Product Line for sale at the Stall Site they must complete an application for change of product line form approved by the Council from time to time and submit it to the Council in writing who will review the Licensee's request and provide a written response within fourteen (14) days.
30. The Council will only approve a proposed product line that meets the Council's Product Assessment Criteria as determined by the Council to provide Market customers with a diverse range of Approved Product Lines.
31. The Licensee acknowledges and agrees the Council may review and amend the various product lines included in the Approved Product Line from time to time for the sole purpose of replacing broad descriptions of products with more specific descriptors by providing 30 days' written notice to the Licensee.

Site Fees and Adjustment

32. The Licensee agrees to pay:
- (a) the Site Fee to the Council in advance in accordance with clause 35;
 - (b) the Marketing Levy in advance in accordance with clause 35;
 - (c) the Compliance Checking Fee within thirty (30) days from the date of the Council's invoice;
 - (d) public liability and product liability insurance premiums charged and payable by the Council as specified in Item 6 of Schedule One;
 - (e) electrical supply fees (power) as specified in Item 6 of Schedule One;
 - (f) trade waste fees determined by the Council from time to time, if applicable to the Stall Site and as specified in Item 6 of Schedule One;
 - (g) any other fees or charges reasonably incurred by Council from time to time in relation to the Market which are applicable to the Stall Site.

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33. The Site Fee will be fixed by the Council effective from 1 July each year as follows:

- (a) indexed to the most recent available twelve month change in Consumer Price Index (All Groups – Hobart – December Quarter) published by the Australian Bureau of Statistics; and
- (b) all other fees and charges set by the Council will be indexed from 1 July each year to the most recent available twelve month change in Consumer Price Index (All Groups – Hobart – December Quarter) published by the Australian Bureau of Statistics.
- (c) If the parties agree to enter into a new licence agreement in accordance with clause 6, then the Site Fee payable under any new licence agreement will be determined by the Council as follows:
 - (i) the Council shall notify the Salamanca Market Stallholders' Association Inc that it is appointing a valuer and that the Salamanca Market Stallholders' Association Inc may make a submission to the valuer, providing a deadline for that submission being not less than forty two (42) days from the date of notification;
 - (ii) the Council shall appoint a registered valuer who will take into account the submission from the Salamanca Market Stallholders' Association Inc, current trading conditions at the Market, general retail activity in the Hobart context, and general commercial rentals in Hobart to determine the Council's estimated Site Fee payable for the new licence agreement ('Estimated Fee');
 - (iii) the Council will notify the Salamanca Market Stallholders' Association Inc of the Council's Estimated Fee and that the Salamanca Market Stallholders' Association Inc may appoint a registered valuer;
 - (iv) the Salamanca Market Stallholders' Association Inc may appoint a registered valuer to determine the Salamanca Market Stallholders' Association Inc's Estimated Fee;
 - (v) if the Salamanca Market Stallholders' Association Inc elects not to appoint a registered valuer to determine the Salamanca Market Stallholders' Association Inc's Estimated Fee then the new Site Fee will be the Council's Estimated Fee;
 - (vi) if the Salamanca Market Stallholders' Association Inc's Estimated Fee and the Council's Estimated Fee are different, then the Council and the Salamanca Market Stallholders' Association Inc may meet to determine a new fee by agreement that is no higher than the highest relevant Estimated Fee and no lower than the lowest relevant Estimated Fee;
 - (vii) if Council and the Salamanca Market Stallholders' Association Inc cannot reach an agreement on a new Site Fee within twenty one (21) days of the receipt by the Council of the Salamanca Market Stallholders' Association Inc's Estimated Fee the matter will be referred to mediation and if necessary arbitration on the same terms as under the Dispute Resolution Procedure;
 - (viii) no delay arising from compliance with this clause modifies the effective date of a change in the Site Fee under a new licence agreement; and
 - (ix) no interest is payable by either the Licensee or the Council on Credit Notes or additional fees owed for the period after the effective date and up to the fixing of the amount of the new Site Fee.

34. Any Council fees and charges which constitute cost recovery for goods or services provided by the Council to the Licensee (other than the issue of the Licence), the cost of which is beyond the Council's control (including insurance, supply of power to the Stall Site, gas, electrical, fire and/or structural compliance checking services and collection of trade waste) will be set by the Council at 1 July each year to meet the reasonable cost of providing those goods or services.

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Stallholder Licence Agreement**Site Fee Payments**

35. The Licensee must pay the Site Fee and other fees payable pursuant to clause 32, apart from the Compliance Checking Fee, to the Council within thirty (30) days from the date of invoice, with such fees to be invoiced by the Council on a quarterly basis, or in accordance with the payment frequency previously elected by the Licensee pursuant to the terms of the Licensee's prior licence agreement with the Council in relation to the Stall Site.
36. The Council and the Licensee may voluntarily make agreements ancillary to this Agreement, for which the Council may levy additional fees, for voluntary or discretionary activities in which Stallholders may participate (including additional marketing or promotional activities with an attached fee).
37. The Council may charge a fee for or impose conditions on particular payment methods, including a percentage fee for credit card payments, consistent with general Council practice.
38. If the Licensee fails to pay an invoice on time strictly in accordance with this Agreement, daily interest may be charged on overdue amounts at the same rate as is payable in respect of outstanding rates, as determined in accordance with Section 128(2) of the *Local Government Act 1993* (Tas).
39. The Licensee agrees to pay any collection and legal costs incurred by Council in the recovery of fees which are not paid by the Licensee on time.

Approved Absences and Credit Notes

40. Subject to clause 41, the Licensee is permitted to take leave from its business at the Stall Site for up to eight Market Days in any Calendar Year (or five Market Days if the Licence is a Summer licence only) and for additional Market Days if Exceptional Leave is granted by the Council for special considerations including serious illness and bereavement.
41. At least ten (10) days prior to a proposed Absence, the Licensee must request in writing to the Council (email is sufficient) to obtain approval for being Absent from the Stall Site.
42. During an Approved Absence or any other absence of the Licensee for any other reason, the Council may licence the Stall Site to another person or utilise the Stall Site for any purpose whatsoever, including but not limited to keeping it vacant, allowing casual licensees or any other licensees to use or trade at the Stall Site, utilise it for setting up tables and chairs, pop up traders, buskers or any other purposes in the Council's sole discretion. The Council will issue a Credit Note to the Licensee for the Site Fees for an Approved Absence.
43. For the purposes of clauses 8(a)(ii) and 19, the Licensee will not be in breach of this Agreement where they are Absent without prior approval of the Council:
 - (a) for fewer than six (6) Market Days in any Calendar Year; or
 - (b) for six (6) or more Market Days in any Calendar Year and the Council is satisfied that the reasons for Absence were substantially beyond the Licensee's control and the Council at its sole discretion grants Exceptional Leave.
44. The Licensee acknowledges and agrees no Credit Note or reduction in any fees including the Site Fee will be provided to the Licensee due to inclement weather on a Market Day or other day affecting the Market including if a Market is not held due to that weather event.
45. The Council will in its absolute discretion decide whether to provide a Credit Note or reduce any fees including the Site Fee in circumstances where the Council lawfully directs the Licensee that their Stallholder Site cannot be used on a Market Day (for reasons other than a breach of this Licence and/or any other applicable law).

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Stallholder Licence Agreement**Product Trials**

46. The Council may in its sole and absolute discretion permit the Licensee (upon request) to sell trial products outside of the scope of the Approved Product Line for such time frame and such quantities as determined by the Council. The Licensee shall not be permitted to sell trial products without the Council's written consent.

Dispute Resolution Procedure

47. If there is a dispute between the Council and the Licensee or any disputes arising from this Agreement, other than in relation a breach by the Licensee pursuant to clause 19, the dispute resolution procedure in clauses 48 to 54 apply.
48. Neither the Council nor the Licensee may commence legal proceedings (other than for injunctive relief) until it has complied with the Dispute Resolution Procedure.
49. In any matter arising on a Market Day the decision of the Market Supervisor will stand until at least the next Business Day at which time further action can be taken. The Council will not be liable for any loss suffered as a result of a decision of the Market Supervisor, even if that decision is later overturned, unless the Market Supervisor made such a decision knowing it to be inconsistent with this Agreement, the Licence, The By-Law or any Legislative Requirement. In particular, the Council will not be liable for any consequential damages arising from a decision of the Market Supervisor later found to be invalid.
50. (a) If there is a dispute between the Council and the Licensee, the Licensee may give notice in writing ("Dispute Notice") to the attention of the Chief Executive Officer :
- (i) succinctly setting out the details of the dispute; and
 - (ii) stating that it is a dispute notice given under this clause 50.
- (b) The Council and the Licensee will seek to resolve the dispute within fourteen (14) days of the date of the Dispute Notice with the Chief Executive Officer acting as a decision maker for the Council during the fourteen (14) day period.
51. If the Council and the Licensee cannot resolve the dispute within fourteen (14) days of the date of the Dispute Notice then either party may refer the dispute to a mediator agreed upon in writing by the parties for mediation in accordance with and subject to the Resolution Institute Mediation Rules. If no agreement can be reached on the mediator the Council and the Licensee agree to the President for the time being of the Law Society of Tasmania appointing the mediator.
52. In the absence of an agreement being reached within sixty (60) days of the dispute being referred to mediation under clause 51 either the Council or the Licensee may refer the dispute to an arbitrator agreed upon in writing by the Council and the Licensee for arbitration in accordance with and subject to the Resolution Institute Arbitration Rules. If no agreement can be reached on the arbitrator the Council and the Licensee agree to the President for the time being of the Law Society of Tasmania appointing the arbitrator. The decision of the arbitrator will be final and binding on the Council and the Licensee and the costs of the arbitration will be borne as the arbitrator may direct.
53. For the avoidance of doubt, pending resolution of a dispute under this Dispute Resolution Procedure the Council and the Licensee must continue their respective obligations under this Agreement (in particular in terms of the Approved Product Line and holding of a Licence) unless otherwise specified by the Council or agreed by the Council and the Licensee.
54. (a) The Council and the Licensee acknowledge and agree:
- (i) disputes between the Licensee and other Stallholders, buskers, Salamanca Place business operators and members of the public are not covered by the Dispute Resolution Procedure;

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- (ii) the Council may assist in the resolution of disputes between Stallholders, or disputes between Joint Licensees.
- (b) If the Council notwithstanding clause 54(a) does assist in the resolution of such a dispute between Stallholders or Joint Licensees it will be undertaken in accordance with the Dispute Resolution Procedure. In that situation any costs of any mediation or arbitration will be met by the participating parties and not the Council.

Market Operation/Non-operation/Cancellation

- 55. (a) The Council or the Chief Executive Officer may, at their absolute discretion or for the purpose of or by reason of Covid-19, a Notifiable Disease, Disease Related Factors, epidemic, pandemic, disease or public health alert, safety (including of the General Public, Stallholders, employees, contractors and agents), security of the Market, extreme weather (including high winds), civil works (including repairs, alterations, renovations), public health, significant public discomfort, operational necessity or as otherwise required by law, resolve to cancel or not operate the Market or to close a part of the Market on a particular day or days or for a particular period of time.
- (b) The Council or the Chief Executive Officer will notify the Licensee of the decision made pursuant to clause 55(a) and the Council shall not take any action under clause 55(a) unreasonably or capriciously.
- (c) In the event of the Council exercising its rights under clause 55(a) the Council may issue a Credit Note for the Site Fee to the Licensee.
- 56. The Licensee hereby acknowledges the right of the Council or the Chief Executive Officer to take the action under clause 55 and hereby agrees that in the event that the Council or the Chief Executive Officer does so then the Licensee will not seek or have any right to claim any Compensation of any nature whatsoever from the Council.

Relocation

- 57. (a) The Council reserves the right to move the Licensee permanently or temporarily from their Stall Site to another Site and/or to amend the boundaries of the Stall Site for any reason in the Council's sole discretion, including but not limited to the purpose or by reason of Covid-19, a Notifiable Disease, Disease Related Factors, epidemic, pandemic, disease or public health alert, safety (including of the General Public, Stallholders, employees, contractors and agents), security of the Market, extreme weather (including high winds), civil works (including repairs, alterations, renovations), public health, significant public discomfort, emergency management, operational necessity or as otherwise required by law.
- (b) The Council will notify the Licensee of the decision made pursuant to clause 57(a) and the Council shall not take any action under clause 57(a) unreasonably or capriciously.
- (c) If the Licensee is relocated to another location within the Market Area for a period exceeding three (3) months the Council may increase or decrease the Site Fee payable by the Licensee to reflect the new Site and must give written notice to the Licensee specifying that new Site Fee.
- (d) In the event of relocation of the Stall Site in accordance with this clause 57 the Council will use its best endeavours to assist with a 'no detriment' outcome for the Licensee, including consultation with the Licensee to find an available Site that best suits their needs.
- (e) The Licensee hereby acknowledges the right of the Council to take the action under clause 57 and hereby agrees that in the event that the Council does so then the Licensee will not seek or have any right to claim any Compensation of any nature whatsoever from the Council.

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Stallholder Licence Agreement**Operational Guidelines**

58. (a) The Licensee must comply with the operational requirements set out in the Operational Handbook.
- (b) The Licensee acknowledges and agrees that a breach of the operational requirements is a breach of this Agreement.
- (c) If there is a conflict between a term of the Operational Handbook and this Agreement, the terms of this Agreement take precedence.

Insurance

59. The Council will obtain and maintain public liability and products liability insurance policies on behalf of the Licensee in relation to the subject matter of this Agreement, subject to the Licensee complying with the following conditions:
- (a) the Licensee must not do anything that adversely impacts on the insurance coverage;
- (b) (i) the Licensee must give the Council notice in writing of any event that may give rise to a claim under an insurance policy as soon as reasonably practical after the event occurs;
- (ii) the Licensee must immediately forward to the Council any demand, writ, summons, proceeding or other legal document which relates to an event that may give rise to a claim under an insurance policy;
- (c) the Licensee must use its best endeavours to preserve all property, products, appliances, plant and all other things including photographic records where applicable which may assist the Council's insurers in the investigation or defence of any claim made under an insurance policy.
- (d) the cost of public liability and products liability insurance policies will be levied as an additional fee to the Site Fee and subject to fluctuations in the insurance market.
60. The Council will provide a brochure or similar document, with details of the insurance policies obtained by Council referred to in clause 59, to the Licensee on written request from the Licensee.

General Conditions

61. The Licensee must ensure the Stall Site is set up at least thirty minutes before the official opening time of the Market on Market Day as set out in clause 88. If the Licensee's Stall Site is not set up and occupied by this time it may be reallocated to another person by the Market Supervisor.
62. On a Market Day, where the Licensee is not Absent, the Licensee is required to undertake the Approved Activity during the Operating Hours of the Market, unless otherwise approved by the Market Supervisor.
63. The Licensee must make all reasonable endeavours to vacate their Stall Site as quickly as practicable after the official closing time of the Market as set out in clause 88.
64. Vehicles are not permitted to park within the Market Area or enter the Market Area to load or unload products, other than at the discretion of the Market Supervisor, during the Operating Hours of the Market on any Market Day.
65. The Licensee must ensure the Stall Site is left clean, with all waste material being removed.
66. The Licensee must comply with waste management strategies as set out in the Stallholder Operational Handbook.

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67. (a) The Licensee must obtain any and all licences and/or permits required by Government, or Statutory Authorities, to be held in respect of the conduct of the Licensee's business conducted in the Market Area.
- (b) If the Licensee's Approved Product Line includes any food items and/or beverages which are to be prepared and/or sold, the Licensee must obtain and display on Site a Temporary Food Outlet Licence from a Local Government Authority and all other licences and permits required by the *Food Act 2003* (Tas).
- (c) If the Licensee's Approved Product Line includes any alcoholic beverage which is to be sold, the Licensee must obtain and display on Site a Special Permit for Salamanca Market from the Tasmanian Government Department of Liquor and Gaming Commission.
- (d) The Licensee must comply with all Legislative Requirements, any Public Health Orders made under the *Public Health Act 1997* (Tas) and all directives, notices, guidelines and recommendations issued by any regulatory authority in relation to Covid-19 and any other Notifiable Disease.
- (e) The Licensee must comply with any reasonable direction of the Council in relation to the Stall Site.
68. The Licensee must comply with all Legislative Requirements, and without limiting the applicability of this clause, including:
- (a) in respect of second hand goods, the Licensee must comply with the *Second Hand Dealers and Pawnbrokers Act 1994* (Tas), including provision of required information to the Council under section 12 of that Act;
- (b) in respect of the sale of used electrical appliances and/or equipment, the Licensee must comply with the *Electricity Industry Safety & Administration Act 1997* (Tas), including appropriate labelling under section 55 of that Act; and
- (c) the *Competition and Consumer Act 2010* (Cth), including compliance with The Australian Consumer Law in Schedule 2 of that Act.
69. In the event of the Licensee transferring its Site Business in accordance with this Agreement, the Licensee will, prior to transferring this Agreement:
- (a) pay the Council's administrative fee for approving the assignment of this Agreement including transfer of the Licence or the issue of a new licence to the incoming Licensee; and
- (b) ensure the incoming Licensee pays any Stamp Duty payable on the transfer of the Licence or issue of a new licence.
70. Any provision in this Agreement on the part of two or more person binds all of those persons jointly and severally.

Privacy

71. Any information the Licensee provides to the Council may be used for any and all purposes by the Council during the Term and indefinitely in the future, provided that:
- (a) the Council does not breach the confidentiality of any information provided by the Licensee on a commercial-in-confidence basis; and
- (b) any personal information is dealt with in accordance with Privacy Law and the Council's privacy policy as amended from time to time.
72. (a) The Licensee gives permission and warrants to the Council it has obtained the necessary approval and consents from its employees, contractors and agents for the Council to take photographs of the Licensee and any of their employees, contractors or agents and

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any activities or services they undertake, or products that they sell at the Market for specific marketing campaigns, and to the publication and use of those photographs (in any form), in whole or in part including for use on social media platforms for advertising or marketing purposes for the Market and subsequent Council events and publications by the Council or its agents unless and until the Licensee notifies the Council in writing that they revoke such permission.

- (b) The Licensee hereby releases the Council from and against all actions, proceedings, claims and demands for damages, loss of profit, loss, costs, interest, injunctive relief or other remedies or other liabilities arising from the use of the photographs by the Council or by any person with the authority or permission of the Council.
- (c) The Licensee acknowledges that they have agreed to the taking of photographs on a voluntary basis and that the use of the photographs for advertising, marketing or promotional purposes does not give the Licensee any right to require payment or participation in the proceeds of the use of the photographs. The Licensee may withdraw the consent pursuant to this clause 72 or any part of it at any time by providing written notification to the Council.

Intellectual Property

- 73. The Licensee acknowledges and agrees that:
 - (a) the name 'Salamanca Market' is a registered Business Name of the Hobart City Council;
 - (b) the words 'Salamanca Market' and the Salamanca Market logo including the image of an umbrella and the words 'Salamanca Market Est 1972' are registered trade marks of the Council. The trade mark registration for the word mark covers the following uses:
 - (i) Paper and cardboard printed merchandise, marketing and promotional publications, being goods in class 16;
 - (ii) Clothing, footwear and headgear branded merchandise, being goods in class 25;
 - (iii) Retail services, retailing of goods by any means, marketing and promotional activities including online marketing sales, being services in class 35; and
 - (iv) Entertainment and cultural events and activities providing information including online about entertainment and cultural events and activities, being services in class 41; and
 - (c) in this clause 73, 'class' means the trade mark class classification of goods and services set out in Schedule 1 of the *Trade Marks Regulations 1995* (Cth) as amended.
- 74. The Licensee must not without the prior written consent of the Council in the Council's sole and absolute discretion, market their Site Business or any products or services or otherwise use any of the Council's Intellectual Property (whether specific to the Market or not) including the business names and trade marks specified in clause 73.
- 75. The Licensee must not purport to represent the Council or the Market in a manner that may be construed that the Licensee is a contractor or agent of the Council; nor engage in any business or conduct that does or may bring the Council or the Market into disrepute or damages the Council's Intellectual Property.
- 76. For the avoidance of doubt, enforcement of the Licensee's Intellectual Property rights is the sole responsibility of the Licensee. Nothing in this Agreement constitutes an undertaking by the Council to provide protection for the Licensee's Intellectual Property.

Limitation of Liability

- 77. The Licensee acknowledges and agrees the Council will not be responsible for any direct, indirect or consequential loss or damage suffered by the Licensee, its employees, contractors

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«First_Name» «Surname»

Stallholder Licence Agreement

or agents as a result of any breach of this Agreement or its termination, or the suspension or cancellation of the Licence.

78. The Council, to the extent permitted by law, will not be liable for any injury (including death), loss or damage occasioned to or suffered by the Licensee, its employees, contractors or agents as a result of the use and occupation of the Stall Site or in connection with any business conducted by the Licensee no matter how that injury, loss or damage is caused unless it is caused by a negligent act of the Council its employees, contractors or agents.
79. The Licensee acknowledges and agrees the Council has not made any representations that the Licensee will have a particular level of sales or profitability from conducting their business at the Market and the Council does not warrant that the Licensee will have a particular level of sales or profitability. The Licensee waives any right to hold the Council liable for any failure to meet their expected sales or levels of profitability, nor to seek from the Council any lost income, expenses, damages or the like arising from the Licensee's participation in the Market.

Waiver & Indemnity

80. By failing to make any claim for a remedy for a breach of this Agreement or the Licence, the Council does not waive its right to claim such a remedy.
81. By suspending or terminating this Agreement for a breach by the Licensee the Council does not waive any claim to damages.
82. The Licensee agrees to indemnify and keep indemnified and to hold harmless the Council including its employees, contractors and agents, from and against all actions, costs, charges, expenses and damages whatsoever which may be brought or claimed against them, arising out of or in relation to the operation of the Licensee's Stall Site provided that this indemnity will not apply:
 - (a) where such actions, costs, charges, expenses and demands have arisen due to the negligence of the Council, its employees, contractors and agents; or
 - (b) where the costs, expenses or damage is covered and paid for in full by the Council's insurance coverage required by clause 59.

Variation and Termination Right

83. The Council, acting reasonably, may amend or vary the terms and conditions of this Agreement at any time at the Council's discretion provided that the proposed variations are reasonable and provided that the Council has undertaken prior consultation for a period not less than thirty (30) days with Stallholders regarding the terms of licence agreements and will take into account the views of Stallholders before deciding what amendments if any will be made.
84. The Council will provide written notice to the Licensee of the changes to the terms or conditions of this Agreement at least thirty (30) days prior to the commencement of these changes.
85. The Operational Handbook and Code of Stallholder Conduct may be varied by the Council from time to time by providing written notice to the Licensee of at least thirty (30) days prior to the commencement of the changes.
86. The Licensee may terminate this Agreement by written notice to the Council within seven (7) days of receipt of the Council's notice of a variation to any of the terms and conditions of this Agreement, the Operational Handbook or Code of Stallholder Conduct without any penalty or other payment required on the grounds of the Licensee's early termination of the Agreement.

Non-Exclusivity

87. The Licensee acknowledges their right to use the Stall Site for the Approved Product Line(s) are not exclusive to the Licensee and that the Council may permit other Licensees or Stallholders with the same or similar Approved Product Line(s), to operate their business at the Market.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement**Operating Hours**

88. (a) The Licensee acknowledges that subject to clause 88(b) and (c), the Market is operated by the Council every Saturday of the year from 8:30am to 3pm.
- (b) Notwithstanding clause 88(a), the Market does not operate on ANZAC Day or Christmas Day and in the event ANZAC Day or Christmas Day falls on a Saturday, the Council reserves the right to transfer the Market to Sunday or another suitable day.
- (c) Notwithstanding clause 88(a), the Council reserves the right to operate the Market on any day and at whatever times it chooses and by notifying the Licensee.

Personal and Business Information

89. When requested by the Council to update or confirm their contact details and their product line details, the Licensee must provide the requested information within seven (7) days from the date of the request.

GST

90. (a) Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.
- (b) To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- (c) To the extent that one party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.
- (d) To the extent that any consideration payable to a party under this Agreement is determined by reference to a cost incurred by a party, or is determined by reference to a price, value, sales, revenue or similar amount, the GST-exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.
- (e) For the purposes of this clause, unless the context otherwise requires, expressions defined in the GST Act when used in this clause have the meanings given to those expressions in the GST Act.

Change of Licensing Entity

91. The Council may novate this Agreement to any Council-owned entity (including an entity established under Part 3 Division 4 of the Local Government Act 1993 (Tas)) by notice to the Licensee. Under such an arrangement:
- (a) any reference to the Council or its officers, delegates, agents, appointees etc may be replaced by a reference to the relevant entity or its officers, delegates, agents, appointees. For the avoidance of doubt, the entity which replaces the Council may specify which individuals or roles replace named individuals or roles within this Licence (including Chief Executive Officer and Market Supervisor) and the Council;
- (b) any reference to payment methods, account details and like information may be replaced by a reference to the details specified by the new entity, provided that there is no reduction in the number or mode of payment options available.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

Guarantee

92. (a) In consideration of the Council entering into this Agreement, the Guarantor unconditionally and irrevocably guarantees to the Council the due and punctual performance by the Licensee of all its obligations under this Agreement.
- (b) As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Council against all liabilities arising from or in connection with any breach of this Agreement by the Licensee.
- (c) The Guarantor agrees and acknowledges that no release, forbearance, delay or other indulgence given by the Council to the Licensee shall release, prejudice or affect the liability of the Guarantor as guarantor, or under their indemnity obligations under this Agreement and that this guarantee is not in any way altered, prejudiced or affected by any assignment, variation or alteration of this Agreement (even if this results in the Guarantor incurring additional liabilities or obligations), any other transaction or arrangement whatsoever, any failure to demand from, give notice to or first pursue the Licensee or any inability to enforce against the Licensee.
- (d) As between the Guarantor and the Council, the Guarantor's obligations under this Agreement both as guarantor and in respect of their indemnity obligations under this Agreement are those of a principal obligator and not merely a surety.
- (e) For the avoidance of any doubt, the Council may elect to demand payment from the Licensee or the Guarantor and their obligations at all times are joint and several to the Council.

Salamanca Market

«First_Name» «Surname»

Stallholder Licence Agreement

Execution

Executed as an agreement.

The Common Seal of the Hobart City Council was
hereunto affixed in the presence of:_____
Signature and Position_____
Signature and Position**Declaration by Licensee:**

In signing this Agreement the Licensee confirms:

- (a) I/we have read and understood this Agreement and will abide by the Operational Handbook;
- (b) I/we warrant that I/we, and any staff working at the Stall Site, will at all times observe and comply with all Legislative Requirements and requirements of local government and other statutory authorities and with all notices, orders and directions given by any statutory or public authority in respect of the Stallholder's use and occupation of the Stall Site including, but not limited to, all workplace and industrial laws, consumer protection, sale of goods, fire safety, gas safety, public health laws and regulations (especially those relating to preparation and sale of food and beverages such as Food Safety Standards and liquor licensing);
- (c) I/we will follow and/or comply with any reasonable direction given by us during the Term;
- (d) I/we will comply with the Stallholder Code of Conduct outlined in Schedule Four and ensure that any staff, volunteers, or agents that may represent the Site Business at Salamanca Market are aware of and comply with the Stallholder Code of Conduct; and
- (e) I/we have read this Agreement closely and have had the opportunity to obtain independent legal advice prior to signing this Agreement.

Signed by the Licensee:_____
Signature on behalf of Licensee_____
Signature of Witness_____
Name of signatory_____
Name of witness_____
Date_____
Address of witness

«First_Name» «Surname»

Witness address

Proposed 2023-24 Fees & Charges: Salamanca Market				
Fee Description	2022-2023 Fee incl. GST	Pricing Method	Proposed Fee 2023-2024 incl. GST	Unit
A Site - centre aisle	\$91.07	Commercial Pricing	\$100.36	per day
B Site - side line	\$72.82	Commercial Pricing	\$82.46	per day
C Site - upper section	\$67.24	Commercial Pricing	\$74.69	per day
D Site - The Market Table	\$104.26	Commercial Pricing	\$13.75	per square meter per day
E Site - Market Garden	\$68.00	Commercial Pricing	\$81.90	per day
Split centre aisle	\$58.64	Commercial Pricing	\$68.91	per day
Public and product liability insurance levy	\$3.88	Full Cost Recovery	\$5.85	per day
Table hire	\$9.00	Full Cost Recovery	\$10.00	per table
Electricity supply - flat fee (includes 1 plug)	\$10.00	Full Cost Recovery	\$14.00	per day
Electricity supply - additional plugs	\$3.00	Full Cost Recovery	\$5.00	per day
Electricity supply - three phase charge	\$8.00	Full Cost Recovery	\$10.00	per day
Marketing Levy	\$3.92	Partial Cost Recovery	\$4.60	per day

11. Inner North East Structure Plan Update
File Ref: F23/45052

Report of the Head of Intergovernmental Relations and Partnerships of 17 May 2023.

Delegation: Council

REPORT TITLE: INNER NORTH EAST STRUCTURE PLAN UPDATE**REPORT PROVIDED BY:** Head of Intergovernmental Relations and Partnerships**1. Report Summary**

- 1.1. The purpose of this report is to provide the Council with an update on the Inner North East Structure Plan (INESP).

2. Key Issues

- 2.1. As confirmed in the Council endorsed 2022-23 Annual Plan, a number of structure plans will be developed for each suburb to ensure that the City is at the forefront of urban planning policy, process and outcomes.
- 2.2. The INESP is the blueprint for development, investment and infrastructure over the next 20 years.
- 2.3. The purpose of the INESP will ensure that this precinct develops as a great place and provides the opportunity to collaborate with the community and key stakeholders to deliver a revitalised, activated and connected precinct.
- 2.4. The key objectives of the INESP are to:
- Deliver a multi-use precinct, comprising:
 - Cultural, arts, entertainment and sporting infrastructure (and complimentary land uses) that provides significant economic, health, social and community benefits; and
 - Scientific research facilities and infrastructure that support the Tasmanian Antarctic Gateway Strategy.
 - A connected precinct with the CBD and wider Hobart transport network.
- 2.5. The key deliverables for the INESP will be, in consultation with key stakeholders and the community, to prepare a discussion paper, a structure plan and implementation program.

3. **Recommendation**

That:

- 1. The Council receive and note the update in relation to the Inner North East Structure Plan.***
- 2. The Chief Executive Officer will develop the Inner North East Structure Plan, and that it will form the strategic planning and evidence basis for the City's engagement with the potential development on Macquarie Point.***

4. **Discussion**

- 4.1. The practice of planning for communities is maturing in Tasmania so it is incumbent on the City to plan our suburbs and neighbourhoods in such a way to enable our communities to respond to current and emerging global and urban challenges while also delivering liveable neighbourhoods.
- 4.2. As advised at the 12 December 2022 Council meeting, a number of structure plans will be developed for each suburb to ensure that the City is at the forefront of urban planning policy, process and outcomes.
 - 4.2.1. This need and approach was identified as a key deliverable for the stakeholders of the Hobart City Deal.
- 4.3. Planning is a collective endeavour, requiring the input, investment and commitment of government, agencies, industry and most importantly community.
- 4.4. In response to the range of changes and growth influencing Macquarie Point and the Inner North East, the City (and partners) has identified the need to prepare a structure plan.
 - 4.4.1. These drivers of change represent both a challenge and an opportunity to guide the future growth to the locality.
 - 4.4.2. The City has been working with the Australian and Tasmanian Governments over recent years to define the place of the Inner North East precinct within the City's broader city shaping initiatives.
- 4.5. The INESP is the blueprint for development, investment and infrastructure over the next 20 years. It will include recommendations for policies, development controls and projects to guide planning and sustainable growth.

- 4.6. The broader Macquarie Point area is the focus of a range of development aspirations, including the proposed new multipurpose stadium as part of a major urban renewal project.
- 4.7. In December 2022, the Tasmanian Government announced \$375 million in funding for a proposed stadium, this was followed by an announcement from the Australian Football League (AFL) that they would fund \$15 million toward the proposed stadium project.
- 4.8. In the May 2023 Budget, the Australian Government committed \$240 million towards an urban renewal project at Macquarie Point including social housing and essential health worker housing on Crown land at Regatta Point; as well as commercial and recreation spaces on the site.
- 4.9. The remaining \$85 million for the \$715 million proposed development is projected to come from residential, recreational and commercial activity associated with the site.
- 4.10. Given these recent funding commitments, growth and emerging context a more sophisticated and forward-looking plan is required to position the City to leverage the development and infrastructure opportunities that may arise within this broader precinct.
- 4.11. The Australian Government has publicly expressed their expectation that the Tasmanian Government consult with the City over future developments on Macquarie Point through the development of a Masterplan. Other key stakeholders identified by the Australian Government include the Returned Services League, Regatta Point Association, and the local Aboriginal community.
 - 4.11.1. It will be important for the City to advocate for ongoing engagement with these key stakeholders on the Macquarie Point Masterplan.
- 4.12. The Australian Government is aware of the City's preliminary work on the INESP and is supportive of this work continuing, expressing the view that the plan is vital in ensuring good outcomes for the Hobart CBD in relation to any new developments on Macquarie Point.
- 4.13. The INESP will form the strategic planning and evidence basis for the City's engagement with the potential development on Macquarie Point.
- 4.14. The purpose of the INESP will ensure that this precinct develops as a great place that delivers its intended role. The project also provides the opportunity to collaborate with the community and key stakeholders to deliver a revitalised and activated precinct.
- 4.15. The key objectives of the INESP are to:
 - Deliver a multi-use precinct, comprising:

- Cultural, arts, entertainment and sporting infrastructure (and complimentary land uses) that provides significant economic, health, social and community benefits; and
 - Scientific research facilities that support the Tasmanian Antarctic Gateway Strategy.
 - Ensure the precinct is suitably integrated within the greater Hobart transport network.
 - Delivers integrated uses that ensures that the precinct is activated outside of sporting and entertainment events.
 - Appropriately plans for the anticipated growth in Night Time Economy activities including specific needs in relation to transport, safety, noise and public realm design.
 - Balance and resolve the competing needs of the various users of the precinct, including visitors, employees, students, tourists, residents and adjacent port users.
 - Deliver an intuitive wayfinding system for mass crowds navigating around the precinct and broader Hobart CBD.
 - Enhance Macquarie Wharf and Sullivans Cove as a visitor-friendly waterfront tourist destination and assist in unlocking the foreshore without compromising the important port facilities servicing southern Tasmania.
 - Ensure the Inner North East is strongly connected with the broader Hobart CBD, enhancing the overall function, variety and attraction of the inner city.
- 4.16. The diagram below shows the 'subject site' (of the INESP) occupying a large portion of Macquarie Point. The Macquarie Point Development site occupies 8.6 hectares while the wider North East study area has an area of approximately 46 hectares.



- 4.17. The key deliverables for the INESP will be, in consultation with key stakeholders and the community, to prepare a discussion paper, a structure plan and implementation program.
- 4.18. The INESP and associated development at Macquarie Point will potentially be the driving catalyst for change, and will provide significant economic, health, social and community benefits for Hobart and the State.
- 4.19. The recent Australian Government funding commitment also promises new port / wharf infrastructure, with the opportunity for Macquarie Point to further enhance Hobart's position as a premier gateway city to the Antarctic and Southern Ocean.
- 4.20. To drive the Antarctic gateway outcomes within this precinct, an essential component of the INESP is collaboration and commitment between the Tasmanian Government, the Macquarie Point Development Corporation, TasPorts, the Australian Antarctic Division.
- 4.21. The City, as the lead for the INESP, will work in partnership with others to ensure that all stakeholders can have confidence that this key strategic precinct is stitched into the urban fabric with meaningful linkages physically, economically and socially that maximise its benefits to all and achieves the best possible outcomes both for the Macquarie Point precinct and the broader city precincts and activities surrounding it.

Planning Implications

- 4.22. The following is provided as context in relation to the proposed stadium at Macquarie Point and the legislative scope for the City's involvement in the assessment process for the proposed multipurpose stadium.
- 4.23. If the project was deemed a major project, as has been reported recently, it is expected to follow the following process:
- Where a project is located on land owned by the Crown, a council or the land is administered by the Crown or council, the process cannot commence without their written consent, as set out in clause 60P(2) of the *Land Use Planning and Approvals Act 1993*.
 - If a proposal is declared a major project, then the Council ceases to be the Planning Authority for this proposal.
 - The assessment is conducted by a development assessment panel appointed by the Tasmanian Planning Commission (TPC).
 - The Council's direct involvement is then limited to providing comment only at various stages including:
 - If requested by the Minister to provide information as specified (this can only occur prior to the declaration of the project by the Minister).
 - The declaration of the proposal (comment is limited to whether the project is eligible to be declared a major project or not).
 - The assessment criteria developed by the assessment panel. At this stage (or during earlier dialogue with the Tasmanian Government) the Council, could with the assistance of the Urban Design Advisory Panel, propose critical design principles that the development should be assessed against. This would include both form and quality considerations as well as site context, functionality, access and sustainability outcomes.
 - The proposal and initial assessment panel report.
 - During hearings on the proposal and assessment.

5. Hobart: A Community Vision For Our Island Capital

- 5.1. The INESP has strong linkages to the Community Vision's pillars and Capital City Strategic Plan including:
- Sense of Place

- Creativity and Culture
- City Economies
- Movement and Connectivity
- Built Environment
- Governance and Civic Involvement

6. Regional, State and National Plans and Policies

6.1. There are a number of relevant plans and policies in place which support the aspirations of the INESP, including:

- The Greater Hobart Plan
- Hobart City Deal Implementation Plan
- Central Hobart Plan
- Macquarie Point Site Development Plan
- Northern Suburbs Transit Corridor Transport Mode Study
- Tasmanian Antarctic Gateway Strategy

7. Financial Viability

7.1. Funding Source and Impact on Current Year Operating Result

7.1.1. Funding for the INESP will be considered as part of the prioritising of projects for the 2023/24 budget.

7.2. Impact on Future Years' Financial Result

7.2.1. At the April 2023 meeting, Council resolved to receive another report on the lease and assets at Regatta Point. A further report on the Regatta Point Lease will be presented to Council at its June 2023 meeting.

8. Community Engagement

8.1. Given the significance of the Inner North East, the City will undertake wide and extensive community engagement including, but not limited to, First Nations people, youth, the arts and culture sector, the tourism industry, retail and food and beverage industries.

8.2. A key deliverable of the INESP is the development of a discussion paper which will be undertaken in consultation with key stakeholders and the community.

- 8.3. It is proposed that the discussion paper will be put on exhibition and feedback sought from stakeholders and the community.
- 8.4. This feedback will inform a draft structure plan and implementation program as well as identify any further work required.
- 8.5. An engagement report will be prepared which summarises the consultation outcomes.

9. Communications Strategy

- 9.1. A comprehensive communications strategy will be developed.

10. Collaboration

- 10.1. An essential component of the INESP is collaboration between key stakeholders, including, but not limited to, the Australian and Tasmanian Governments, the Macquarie Point Development Corporation, TasPorts, the Australian Antarctic Division, the Royal Hobart Regatta Association and the Returned Services League.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Kat Panjari
**HEAD OF INTERGOVERNMENTAL
RELATIONS AND PARTNERSHIPS**

Date: 17 May 2023
File Reference: F23/45052

**12. Strategic Priorities and Annual Plan Progress Report period ending 31
March 2023
File Ref: F23/38351**

Report of the Manager Policy Lab and the Head of Intergovernmental Relations
and Partnerships of 10 May 2023 and attachment.

Delegation: Council

**REPORT TITLE: STRATEGIC PRIORITIES AND ANNUAL PLAN
PROGRESS REPORT PERIOD ENDING 31 MARCH
2023**

REPORT PROVIDED BY: Manager Policy Lab
Head of Intergovernmental Relations and Partnerships

1. Report Summary

- 1.1. The purpose of this report is to present the quarterly progress report for the City of Hobart's Strategic Priorities and Annual Plan 2022-23 actions for the period ended 31 March 2023. (Refer **Attachment A**)

2. Recommendation

That the Council endorse the Strategic Priorities and 2022-23 Annual Plan Progress Reports for the period 1 January to 31 March 2023, marked as Attachment A to this report.

3. Background

- 3.1. The City of Hobart Strategic Directions and Priorities are developed annually by the Council and Executive Leadership Team.
- 3.1.1. The Strategic Directions and Priorities guide the annual budget development process and the City's strategic focus for the year ahead. They are incorporated into the Annual Plan.
- 3.2. The Annual Plan is required pursuant to Section 71 of the *Local Government Act 1993*. It is adopted by Council with the budget estimates and other budget papers. The Annual Plan sets out the Strategic Directions, major actions and initiatives that will guide the priorities of the organisation over the coming 12 months and must include a summary of the budget estimates.
- 3.2.1. The 2022-23 Annual Plan includes a capital works program that delivers and enhances community facilities and infrastructure. It also includes planning for the future of Hobart to ensure long-term, transformative growth through the development of the Central Hobart and North Hobart Neighbourhood Plans and a refreshed best practice Community Engagement Framework

4. Discussion

- 4.1. The progress report provided at **Attachment A**, reports on the progress of the Strategic Priorities and Annual Plan actions for the period 1 January to 31 March 2023. The key actions in the Strategic Priorities are included in the Annual Plan.
- 4.2. The 2022-23 Annual Plan has 105 major actions and initiatives listed. Implementation for the period 1 January to 31 March 2023 has seen 97 per cent of major actions and initiatives completed or in progress and 3 per cent have not yet been started.
- 4.3. Highlights for the quarter include:
 - Attendance by the Chief Executive Officer and Project Manager International & Strategic Partnerships at the Tasmanian Trade delegation to Korea and Japan with TasPorts and Tasmanian Antarctic sector representatives to promote Hobart as the Antarctic and Southern Ocean Gateway.
 - The Lord Mayor met with a number of Government Ministers and Shadow Ministers in Canberra to discuss issues including housing and homelessness, climate action and infrastructure.
 - Completion of the upgrade of Swan Street Park in North Hobart.
 - Stage 3 of community engagement commenced on the Central Hobart Plan. Engagement included two pop-up sessions and a lecture evening *Future Hobart: A City Shaping Conversation*.

5. Capital City Strategic Plan

- 5.1. The Annual Plan progress report provides a summary of the progress of the major actions and initiatives in the Annual Plan and aligns with various strategies in the Capital City Strategic Plan 2019-29 including best practice, transparency and accountability to the community.

Pillar 8: Governance and civic involvement

Outcome 8.1: Hobart is a city of best practice, ethical governance and transparent decision-making.

- 8.1.2 Practice and communicate good city governance and decision-making.
- 8.1.3 Ensure systematic and useful measurement of community outcomes and the City's performance.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.




David McIver
MANAGER POLICY LAB



Kat Panjari
**HEAD OF INTERGOVERNMENTAL
RELATIONS AND PARTNERSHIPS**

Date: 10 May 2023
File Reference: F23/38351

Attachment A: Strategic Priorities and Annual Plan actions progress report for the period ending 31 March 2023 ↓ 

City of Hobart

Quarterly Progress Report period ending 31 March 2023



City of HOBART



Introduction

The ten-year Capital City Strategic Plan 2019-29 sets out the outcomes and strategies which will lead to the achievement of the community's vision, *Hobart: A community vision for our island capital*. The City of Hobart Strategic Priorities and Annual Plan 2022-23 set out the major action and initiatives for the year that contribute to the achievement of the outcomes of the City's 10-year Strategic Plan.

Achievement of the outcomes and strategies in the strategic plan are guided by the pillars from the community vision:

- Pillar 1: Sense of place
- Pillar 2: Community inclusion, participation and belonging
- Pillar 3: Creativity and culture
- Pillar 4: City economies
- Pillar 5: Movement and connectivity
- Pillar 6: Natural environment
- Pillar 7: Built environment
- Pillar 8: Governance and civic involvement

This report provides a snapshot of the first six months progress against the strategic priorities and the major actions and initiatives in the 2022-23 Annual Plan for the period ending 31 March 2023.

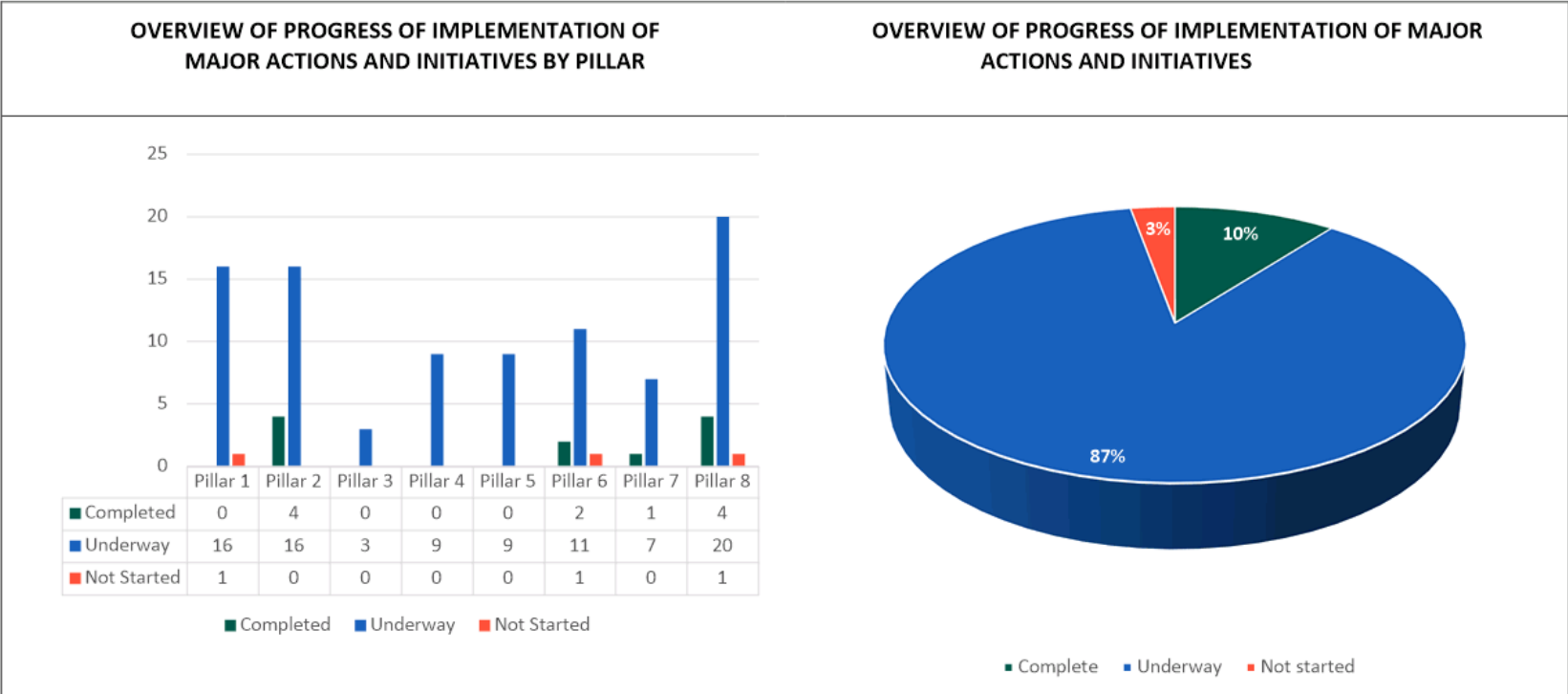
Note to ELT – Red text indicates where no update has been received and yellow highlighted text is drawing attention to some comments that need to be checked by ELT for accuracy/appropriateness.



STRATEGIC PRIORITIES
AND ANNUAL PLAN 2022-23
QUARTERLY PROGRESS REPORT

Annual Plan quarterly progress for the period ended 31 March 2023

The 2022-23 Annual Plan has 105 major actions and initiatives listed. The results for the ending 31 March 2023 show that 97 per cent of actions are complete or in progress and 3 per cent have not yet been started.



PILLAR 1: SENSE OF PLACE

Community panel's vision statement

We are a city of unique beauty, environment, heritage and people, built on a shared sense of ownership, pride and wonder. This spirit of place has been shaped by Tasmanian Aboriginal people for tens of thousands of years and continues to be shaped by all who have called Hobart home. It is developed jointly by community, private enterprise and government, valuing and enhancing our Hobart identity.

Outcomes:

- 1.1 Hobart keeps a strong sense of place and identity, even as the city changes.
- 1.2 Hobart's cityscape reflects the heritage, culture and natural environment that make it special.
- 1.3 In City decision-making, we consider how different aspects of Hobart life connect and contribute to sense of place.

Summary

Of the 17 actions and initiatives in pillar 1, sixteen are in progress and one has not been started or are being carried forward to the 2023-24 annual plan.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
1.1.1 1.1.2	Engage with the community to revisit <i>Hobart: A community vision for our island capital</i> , acknowledging changes that have occurred in Hobart since 2018.	In Progress	In Progress	The level of engagement likely required in revisiting the Community Vision will be ascertained once the Future Hobart Plan 2050 and Community Engagement Framework are complete.
1.1.1 1.1.2	Develop and deliver the narrative of Future Hobart, told through a series of future stories of Hobart.	In Progress	In Progress	Preparation of Future Hobart 2050 has commenced, it is expected that the Future Hobart committee will be briefed in mid-2023.
1.1.1 1.3.3 2.3.1 2.3.4 5.2.9	Prepare an Open Space Strategy that will provide a 10-year planning framework for the public open space network of Hobart.	Not Started	Not Started	This action is being carried forward to the first quarter of the 2023-24 financial year.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
1.1.4 6.4.2	Continue to support the Southern Tasmanian Councils Authority and its regional climate change initiatives.	In Progress	In Progress	Support continues to be provided to the STCA with delivery of the Southern Councils Climate Collaboration.
1.1.4 6.2.6 6.3.7 6.4.6 6.4.8	Review and update the Council's Coastal Hazard Study and finalise the Action Plan.	In Progress	In Progress	Action plans for Nutgrove/Long Beach, Marieville Esplanade and Cornelian Bay will be completed by July 2023.
1.1.4 6.2.6 6.3.7 6.4.6 6.4.8	Commence the Coastal and Riverine Hazard Community Engagement across nine coastal compartments to identify values, adaptation responses and increase understanding.	In Progress	In Progress	Work has commenced on the prioritised compartments for which the City has management responsibilities. Engagement will be completed by October 2023.
1.1.4 6.3.4	Finalise the 'Hobart Climate Ready Homes' publication.	In Progress	In Progress	The final draft of the publication is undergoing a heritage review. It will be published in June 2023.
1.2.1	Deliver the 2022-23 Capital Works Program.	In Progress	In Progress	Works underway – see pillars 5 and 7 for progress on specific projects.
1.2.1	Deliver the corporate property, roads and fleet asset renewal capital works projects.	In Progress	In Progress	Works underway.
1.2.1	Undertake further stages of the redevelopment of the Salamanca and New Town Precincts.	In Progress	In Progress	Stage 1 of the redevelopment of the New Town precinct has been completed and stage 2 works are underway with completion scheduled for July 2023. Works in the Salamanca precinct will commence in July 2023 as per plan to avoid the busy summer trading period
1.2.1 1.2.2 1.2.3 7.4.2	Complete the Central Hobart Precinct Structure Plan in collaboration with key stakeholders and the community.	In Progress	In Progress	Community consultation on the Central Hobart Plan closed on 30 April 2023. Submissions will be considered in finalising the plan, depending on the

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
				complexity of the changes needed the Plan will be presented to council for adoption in mid 2023.
1.2.1 1.2.2 1.2.3	Commence the North Hobart Precinct Structure Plan in collaboration with key stakeholders and the community.	In Progress	In Progress	Work has commenced on the North Hobart Neighbourhood Plan and consultants have been engaged. It is expected that elected members will be briefed on the discussion paper in mid 2023.
1.2.1 1.2.2 1.2.3	Complete the Civic and Cultural Directions Study in collaboration with the Tasmanian Government, and key stakeholders.	In Progress	In Progress	Procurement of a consultant is underway for the Inner North East Structure Plan.
1.2.1 1.2.2 1.2.3	Commence the Melville Street Masterplan in consultation with the community and key stakeholders.	In Progress	In Progress	A community and stakeholder engagement plan is being developed.
1.2.1 1.2.2 1.2.3	Commence the Elizabeth Street Masterplan in consultation with the community and key stakeholders.	In Progress	In Progress	This project will be one of the key actions stemming from the Central Hobart Plan. Background data and research for this masterplan is currently being finalised with the plan development scheduled to take place in the 2023-24 financial year.
1.2.3 7.4.2	Commence a Whole-of-City Plan, both strategic, structural and of place with a focus on shared public value.	In Progress	In Progress	Preparation of Future Hobart 2050 has commenced, it is expected that the Future Hobart committee will be briefed in mid-2023.
1.2.6	Commence the development of Public Realm Hobart Design Manuals and Guidelines to support the City's placemaking and urban design work.	In Progress	In Progress	Urban Design Guidelines are being developed which will provide a framework for the subsequent Public Realm Hobart Design Manual/s. Engagement with internal and external stakeholders is planned in the next quarter.

PILLAR 2: COMMUNITY INCLUSION, PARTICIPATION AND BELONGING

Community panel's vision statement

We are an island capital city that is socially inclusive and coherently connected, whose people are informed, safe, happy, healthy and resilient.

Outcomes:

- 2.1 Hobart is a place that recognises and celebrates Tasmanian Aboriginal people, history and culture, working together towards shared goals.
- 2.2 Hobart is a place where diversity is celebrated and everyone can belong, and where people have opportunities to learn about one another and participate in city life.
- 2.3 Hobart communities are active, healthy and engaged in lifelong learning.
- 2.4 Hobart communities are safe and resilient, ensuring people can support one another and flourish in times of hardship.

Summary

Of the 20 actions and initiatives in pillar 2, 16 are in progress and four have been completed.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
2.1.1 2.1.3	Complete the review of the Aboriginal Commitment and Action Plan and deliver identified actions.	In Progress	In Progress	<p>Actions from the Aboriginal Commitment and Action Plan continue to be delivered.</p> <p>A business case has been approved to engage a consultant to undertake the review of the Aboriginal Commitment and Action Plan, including leading the engagement process and providing recommendations on the future methodology for engaging with the Tasmanian Aboriginal community. It is anticipated that this brief will be advertised in late May 2023.</p>

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
2.1.2	Progress the Hobart Waterfront Interpretation Plan to maximise the visibility of Aboriginal stories in Sullivans Cove.	In Progress	In Progress	Shortlisted submissions will now progress to the next stage of development. The submissions will be presented to an Assessment Panel in early July 2023 and then a single provider will be selected to undertake the project.
2.2.1 2.2.2 2.2.3 2.4.6	Expand the Hobart Respects All initiative by involving other priority populations to promote inclusion and respect whilst challenging harassment, discrimination and violence based on a personal attribute.	In Progress	In Progress	The implementation / launch of this initiative will be held in the second half of 2023.
2.2.2	Engage with government and non-government sectors to ensure Hobart is an inclusive and accessible city.	In Progress	In Progress	Engagement with government and non-government sectors has continued through a range of networks and meetings.
2.2.5 4.2.3 4.2.4	Build a supported volunteer program to create opportunities for young people to gain work and life experience through specialised projects and events. Regularly review the program in collaboration with youth sector partners.	In Progress	In Progress	A volunteering program for young people is delivered as part of the Youth Programs activities providing a range of skill development opportunities. The Light up the Lane event on 5 May provided an opportunity for skill development in arts practice and event delivery. International Students are also provided with volunteering opportunities as part of the International Student Ambassador Program including providing support as Citizenship Ceremonies.
2.2.6 7.1.2 7.1.3	Support people experiencing homelessness through advocacy and initiatives in partnership with the Housing with Dignity Reference Group and sector partners.	In Progress	In Progress	The Housing with Dignity Reference Group continues to collaborate on a range of projects. For Homelessness Week 2023 the group will deliver a new iteration of the <i>I Am Somebody</i> storytelling project. Planning for the delivery of the Housing with Dignity Project is well under way and will be launched in late May 2023.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
2.2.6 2.4.5 2.4.6	Highlight the issue of Elder Abuse and increase support to community members through the dissemination of information, resources and links.	In Progress	In Progress	The City continues to engage with COTA in supporting Elder Abuse initiatives and will provide operational support for the Elder Abuse Walk in June 2023.
2.3.1 2.3.5	Commence the development of a Recreation Plan to guide strategic direction and planning for sport and recreational offerings.	In Progress	In Progress	Background research has been undertaken and the scope is being developed. Development of the plan will be carried forward to the 2023-24 financial year.
2.3.1	Develop a detailed precinct plan for the New Town Sports Precinct in consultation with key stakeholders.	In Progress	In Progress	The design is currently being finalised in consultation with the stakeholders. It is expected the plan will be finalised by August 2023.
2.3.1	Finalise the draft Selfs Point Recreational Facilities, and Cornelian Bay Sports Grounds Master Plans for community consultation.	In Progress	In Progress	The draft plan will be submitted to Council following confirmation by TasWater of the land footprint.
2.3.1	Prepare, for community consultation, a South Hobart Oval Master Plan to guide its future use and development.	In Progress	In Progress	The draft plan will be submitted to Council for endorsement to undertake community engagement by the end of the financial year.
2.3.4 3.4.1	Work with community custodians to enhance place-based community participation opportunities utilising City of Hobart facilities.	Complete		A brochure has been created and published to promote the availability and contacts for community hall facilities. Staff continue to provide active support to community hall custodians to ensure maximum community access.
2.4.1	Finalise the Hobart Community Recovery Plan 2022-25.	In Progress	In Progress	A draft revised Community Safety Plan has been completed and is awaiting sign off when the Emergency Management Plan has received approval from SES. SES is currently completing a review of the plan.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
2.4.2 2.4.6 6.4.10	Commence delivery of the Building Better Communities Project as funded through the Federal Government 'Preparing Australian Communities Program'. Actions include: - Educating the community of the risk and mitigation works required for survival in a bushfire. - Improving community awareness and actions to respond in the event of a major bushfire. - Undertaking the 'Sparking Conversations, Igniting Action' element of the project.	In Progress	In Progress	Majority of door knocking completed across the twelve suburbs. Awareness of the project has continued to grow through attendance at a number of community events and market stalls across the four municipalities. Community leaders are being identified to work with the team to co-design initiatives and communication channels in each area.
2.4.3	Maintain public awareness and education to encourage compliance with Smoke-free Hobart in the central business district.	Complete		Smoke-free Hobart is now part of daily operational activity.
2.4.3	Support the Southern Hoarding Network Project to give effect to the recommendations of the Treasured Lives research as it relates to unhealthy housing.	Complete		
2.4.3	Maintain an effective pandemic response to protect staff and the community from the impacts of COVID-19.	In Progress	Complete	Ongoing assessment of risk and preparations are being maintained. There is minimal data recording and advice is now occurring as the pandemic emergency has eased and risk levels are low.
2.4.3	Complete the ACWY meningococcal booster program for Grade 10 students.	In Progress	In Progress	A booster program is scheduled for completion in May 2023
2.4.3	Publish the home-based food business toolkit.	In Progress	In Progress	The toolkit resources will be finalised by the end of June 2023.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
2.4.5	Continue to deliver the integrated safe-city program funded by City of Hobart and the Federal Government Safer Communities Infrastructure Grant.	In Progress	In Progress	Completion of the final installation for the CCTV Safer Communities Infrastructure Grant is expected by the end of 2023 with CCTV to be installed into North Hobart by the end of the 2023. Work is currently being undertaken in scoping the mobile camera trailers for remote security and monitoring tasks, with an expectation of completion by December 2023.

PILLAR 3: CREATIVITY AND CULTURE

Community panel's vision statement

We are a city connected, embracing our diverse communities in cultural expression and creative and artistic participation; a city that enhances our homes, lifestyles and heritage; a city that bravely puts its people first.

Outcomes:

- 3.1 Hobart is a creative and cultural capital where creativity is a way of life.
- 3.2 Creativity serves as a platform for raising awareness and promoting understanding of diverse cultures and issues.
- 3.3 Everyone in Hobart can participate in a diverse and thriving creative community, as professionals and hobbyists.
- 3.4 Civic and heritage spaces support creativity, resulting in a vibrant public realm.

Summary

Of the three actions and initiatives in pillar 3, all are in progress.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
3.1.1 3.1.5 3.4.1 3.4.2	Utilising the Community Vision and Future Hobart Stories, develop and deliver a city placemaking, art and culture, activation and events strategies and program of works that build a vibrant, liveable city for now and the future.	Not Started	In Progress	A Creative City Strategy discussion paper is being developed, this will be followed by community consultation and workshops with key stakeholders in the first quarter of 2023-24.
3.1.1 3.3.5	Increase opportunities for mentorship and community participation in the arts for people living with disability through the Ability to Create program.	In Progress	In Progress	<i>Ability to Create Next Level</i> will be delivered July 2023. Artists have been engaged to work with the community groups involved in the exhibition.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
3.1.5 2.2.7	Develop an event accessibility toolkit for internal and external events that have been funded through the City of Hobart's grants program.	In Progress	In Progress	A draft event accessibility toolkit has been created with the final document being prepared for completion by August 2023. Grant guidelines have been updated to include further accessibility advice.

PILLAR 4: CITY ECONOMIES

Community panel's vision statement

We are a city whose economies connect people, businesses, education and government to create a high-quality lifestyle in a thriving and diverse community. Our city is our workshop. We collaborate, embracing ideas, inventiveness and initiative.

Outcomes:

- 4.1 Hobart's economy reflects its unique environment, culture and identity.
- 4.2 People have a range of opportunities to participate in the economic life of the city.
- 4.3 Diverse connections help Hobart's economy, businesses and workers thrive.
- 4.4 Hobart is a place where entrepreneurs and businesses can grow and flourish.
- 4.5 Hobart's economy is strong, diverse and resilient.

Summary

Of the nine actions and initiatives in pillar 4, all are in progress.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
4.1.2	Work with partners to develop and implement an inbound Investment Strategy that positions Hobart internationally as a city open to investment, consistent with the community vision.	In Progress	In Progress	Work is ongoing, including sharing the investment prospectus at Ambassador Official Visits and at the South Korea and Japan trade mission. Regular meetings are being held with key interested parties including NIET Group, Tas Ports, Hobart Airport and the Department of State Growth to understand potential opportunities to promote strategically important projects and build a case for future Australian Government and private sector investment.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
4.1.6 4.2.2 4.3.3	Promote Hobart as a hub for shopping, doing business, studying and collaborating to solve problems.	In Progress	In Progress	Round 2 of the Retail Support Program (part of the Revive Your Nine to Five campaign) ran between 17 January 2023 and 9 February 2023, with 31 businesses receiving an in-store assessment of branding, shop layout, security, merchandising and product promotion. Grants are currently available to help implement the recommendations from the assessment. Phase 1 of the Hello Hobart refresh has been completed. An active marketing campaign is underway to increase subscriptions to the website, resulting in around 10 new registrations per month.
4.3.3 4.5.4	Improve customer and stallholder experiences at the Salamanca Market through an increased footprint involving new trading zones and improved crowd movement.	In Progress	In Progress	Process to update the Licence Agreement is underway. The results will be reported at the 22 May 2023 Council meeting.
4.3.7	Review the City's existing and potential international relationships.	In Progress	In Progress	Current relationships still exist with Yaizu and L'Aquila. The recent trade mission to Japan was built around existing relationship, with student exchange planned for October 2023 and work in progress identifying future collaborations including Antarctic programs. Recent Italian Ambassador visit led to future discussions with L'Aquila. A post mission report on the South Korea and Japan Trade mission will be submitted to Council in coming months.
4.4.1 4.4.3 4.4.4	Design and deliver a Business Concierge service within the Welcome Pad that seamlessly integrates with other teams.	In Progress	In Progress	Initial scoping of the Business Concierge Service has been done.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
4.4.1 4.4.3 4.4.4 1.2.5	Design and deliver a Development Concierge model for the City with the first point of call being in the Welcome Pad.	In Progress	In Progress	Initial scoping of the Development Concierge Service has been done and the Project Brief agreed. A prototype (1st iteration) service will begin trials in September.
4.4.2 4.4.3	Engage with innovation partners to create strategies for new business growth and to embrace opportunities.	In Progress	In Progress	Seedlab has now commenced at Salamanca Market. The Design Lab is working on a 'state of innovation' research report showing the clusters and value of both internal and external innovation practice to the City. This report will show areas for growth in partnerships for innovative new businesses and attract funding for key initiatives.
4.5.1 4.5.5	Develop a new Economic Development Strategy.	In Progress	In Progress	Community engagement commenced in May 2023, including a public survey and business roundtables. Feedback will be collated and presented to Elected Members at a workshop on 29 May.
4.5.2 4.5.3	Engage with the Macquarie Point Development Corporation, Tasports and other key stakeholders to leverage the Hobart port as the gateway to the Antarctic and Southern Ocean.	In Progress	In Progress	The Chief Executive Officer attended the Tasmanian Trade delegation to Korea and Japan with TasPorts and Tasmanian Antarctic sector representatives to promote Hobart as the Antarctic and Southern Ocean Gateway.

PILLAR 5: MOVEMENT AND CONNECTIVITY

Community panel's vision statement

We are a city where everyone has effective, safe, healthy and environmentally-friendly ways to move and connect, with people, information and goods, and to and through spaces and the natural environment. We are able to maintain a pace of life that allows us to fulfil our needs, such as work, study, business, socialising, recreation, accessing services, shopping, entertainment and spending time with loved ones.

Outcomes:

- 5.1 An accessible and connected city environment helps maintain Hobart's pace of life.
- 5.2 Hobart has effective and environmentally sustainable transport systems.
- 5.3 Technology serves Hobart communities and visitors and enhances quality of life.
- 5.4 Data informs decision-making.

Summary

Of the nine actions and initiatives in pillar 5, all are in progress.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
5.1.1 5.2.1 7.4.3	Develop a Transport Strategy for the City of Hobart in collaboration with the Tasmanian Government, the community, and stakeholders.	In Progress	In Progress	A scope for the strategy development has been developed which incorporates the Parking Strategy. Due to resource constraints there have been significant delays in progressing the strategy.
5.1.1 5.1.2 7.4.3	Engage with the community to develop Local Area Mobility Plans and prioritise works for delivery via the City's capital works program.	In Progress	In Progress	Draft Local Area Mobility Plans for Battery Point and the Northern suburbs will be shared with the Council at a workshop in May/June and will then be released for community consultation.
5.1.1 5.2.3 5.2.4 5.2.6 5.2.7	Commence the construction of road, footpath and other infrastructure improvements that enhance	In Progress	In Progress	Works are ongoing to deliver the road infrastructure program with a significant number of projects completed since the last reporting period.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
5.2.9 3.3.6	connectivity and support safe, accessible and integrated transport opportunities:	On hold	On hold	This project is currently on hold pending review of the available budget and the cost estimate.
	<ul style="list-style-type: none"> – Connection of 'City to Gardens Way' from Davies Avenue to the Royal Tasmanian Botanical Gardens. 			
	<ul style="list-style-type: none"> – Pedestrian improvements on Davies Avenue from the Doone Kennedy Hobart Aquatic Centre (DKHAC) to the Domain Tennis Centre. 	In progress	In Progress	The design is still progressing. It requires review and input from all relevant stakeholders, the expected delivery is end of December 2023.
	<ul style="list-style-type: none"> – Installation of a footpath at Salamanca Lawns to facilitate accessibility. 	On hold	In Progress	A preferred contractor has been identified. The works are planned to coincide with Stage 3 of the Salamanca Precinct Upgrade works which will commence in July.
	<ul style="list-style-type: none"> – Complete the installation of new traffic signals at the Collins and Molle Street intersection to improve safety for cyclists and pedestrians. 	Complete		
	<ul style="list-style-type: none"> – Cleary's Gate Road footpath upgrade project to formalise and improve parking accessibility near Soldiers Memorial and provide better lighting and footpath access for users. 	Complete		
	<ul style="list-style-type: none"> – Undertake footpath and road surface improvements at Warwick Street, Digney Street, Roope Street, Suncrest Avenue, Bective Street and Wavery Avenue. 	In progress	In Progress	<p>The works in Warwick Street are underway and are expected to be completed by mid-July.</p> <p>A contractor has been engaged for the Roope Street works which will be carried out as part of the New Town Precinct upgrade works.</p>

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
	<ul style="list-style-type: none"> Improvements to infrastructure for cyclists in the city centre along Argyle Street and Campbell Street. 	In progress	In Progress	<p>A contractor has been engaged for the Digney Street works and planning is underway to commence the works.</p> <p>Works commenced works at Suncrest Avenue with anticipated completion at the end of August. Bective Street works are planned to commence in mid-May with anticipated completion in early August.</p> <p>A contractor has been engaged for the Waverley Avenue works with construction estimated to be completed by end of financial year.</p> <p>A DA has been lodged for these works, tender documents are being finalised with the tender scheduled to be issued in May 2023.</p>
5.3.1 5.3.2	<p>Continue to deliver actions from the City of Hobart Smart City Framework and Action Plan including:</p> <ul style="list-style-type: none"> The assessment of the 12-month Micromobility E-scooter Trial Engagement of intergovernmental stakeholders to progress the Smarter Hobart Challenge Bus Shelter Design Competition, to install an initial DDA-compliant, digital bus shelters. 	In Progress	In Progress	<p>The e-scooter trial has been assessed and continuation was approved by Council in February 2023. Actions from the Council resolution are being actioned.</p> <p>The construction of the first bus shelter outside the Wrest Point Casino on Sandy Bay Road is expected to be installed in October 2023; however, the digital aspects of the shelter are currently being revised to ensure collaboration with other external stakeholders that utilise the bus network.</p>

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
5.1.2 5.2.6 5.2.7 7.4.3	Prepare a Queens Domain Transport Management Plan as part of the implementation of the Queens Domain Master Plan 2013-2033.	In Progress	In Progress	Waiting on a formal response from the Botanical Gardens to confirm they will partner with the City in the development of the master plan. An internal working group has been re-established to review the priorities of this project.
5.2.1 5.2.4 5.2.8 8.2.1	In collaboration with neighbouring Councils, identify shore-based infrastructure needed to support expanded ferry services.	In Progress	In Progress	A proof of concept report for the expansion of the Derwent River Ferry Service was progressed as the basis of the \$20M application to the Australian Government Priority Community Infrastructure Program.
5.2.11 5.3.6	Develop and implement a Parking Strategy for Hobart.	In Progress	In Progress	The Parking Strategy will be developed within the scope of the broader transport strategy work.
5.3.1 5.3.2 5.3.5	Develop the City of Hobart Digital Twin and provide support for the Greater Hobart Digital Twin through the Hobart City Deal Smart City Working Group.	In Progress	In Progress	A review is being undertaken of the Digital Twin to establish potential functions and capabilities.
5.4.1 8.5.6	Develop and implement technology, information management and data management roadmaps to promote an improved understanding of current and future programs available to support organisational initiatives, strategic direction, growth, agility and responsiveness.	In Progress	In Progress	A review of all ICT functions and activities has been undertaken. Action will now turn to the development of a comprehensive strategic plan for the Council's ICT services.

PILLAR 6: NATURAL ENVIRONMENT

Community panel's vision statement

We are a city whose people see ourselves as part of a beautiful and unique natural environment, from the mountain to the river, which embrace us and shape our identity. We are proud custodians and advocates, ensuring resources are appreciated rather than wasted, supporting biodiverse ecosystems in honour of past, current and future generations.

Outcomes:

- 6.1 The natural environment is part of the city and biodiversity is preserved, secure and flourishing.
- 6.2 Education, participation, leadership and partnerships all contribute to Hobart's strong environmental performance and healthy ecosystems.
- 6.3 Hobart is a city with renewable and ecologically sustainable energy, waste and watersystems.
- 6.4 Hobart is responsive and resilient to climate change and natural disasters.
- 6.5 Hobart's bushland, parks and reserves are places for sport, recreation and play.

Summary

Of the fourteen actions and initiatives in pillar 6, eleven are in progress, two have been completed and one is on hold.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
6.1.1 2.3.1	Prepare, for community consultation, a Waterworks Reserve Master Plan to guide its future management and development.	In Progress	In Progress	The draft Waterworks Reserve Master Plan has been endorsed for community engagement in May. The final plan will be presented at the September Council meeting for approval.
6.1.6	Implement recommendations of the Single-use Plastic By-law business compliance review.	Complete		Recommendations from the review have been implemented and are now part of daily operational activity.
6.1.6	Progress a Noise Harmony Plan for commercial premises and public events.	In Progress	In Progress	Preliminary work has commenced with a range of stakeholders working toward the most appropriate planning or policy process to enable this work.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
6.1.6	Develop a Construction Environmental Management Plan template and information package for developers.	In Progress	On Hold	Preliminary research has commenced with existing materials collated. The project is currently on hold due to resource limitations and higher priority work requirements.
6.3.1	Expand the Food Organics and Garden Organics service (FOGO) by increasing weekly services to commercial operators and installing FOGO facilities in public places.	In Progress	In Progress	FOGO bins have been installed in all of the public locations planned in 2022-23.
6.3.1	Identify the City's roles and responsibilities in the delivery of the Container Refund Scheme and determine the economic impact on the kerbside collection program.	In Progress	In Progress	A report on the scheme will be provided to Council following the appointment of a network operator by the State Government.
6.3.1	Expand the range of resource recovery activities for materials entering McRobies Gully with a focus on construction and development waste.	In Progress	In Progress	A contractor has been appointed to prepare a concept plan and costings for a construction and development waste recovery facility at McRobies. Works commenced in May 2023, the estimated delivery of the plan and costings is 30 June 2023.
6.3.3 6.3.4 6.4.6	Progress the implementation of the Sustainable Hobart Action Plan 2020-2025, including working with the community to develop a community emissions reduction target.	In Progress	In Progress	An internal review will be undertaken on the future of the Sustainable Hobart Action Plan as the new Climate Change Strategy will include sustainability actions.
6.3.3 6.3.4	Progress the introduction of electric vehicle and hybrid vehicle options to enhance the City's passenger transport fleet.	In Progress	In Progress	Hybrid vehicles have been purchased and delivered.
6.3.7	Finalise and implement the City of Hobart Stormwater Strategy.	On hold	On hold	Currently on hold but due to recommence work in early July 2023.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
6.4 2.4.6	Commence the preparation of the Hobart Resilience Strategy.	Not Started	In Progress	The discovery and definition phase of the Plan has commenced. The development of the plan is to be carried forward to the 2023-24 annual plan.
6.4.7	Undertake flood mapping and priority works to reduce the vulnerability of the City to storms and floods.	In Progress	In Progress	Flood mapping work on Hobart's Central Precinct is underway. Mitigation options analysis is currently underway to determine which flood mitigation scenarios will be modelled. Capital works program underway and under review.
6.5	Review the Dog Management Strategy in accordance with the requirements of the Dog Control Act 2000.	In Progress	In Progress	The first round of consultation will commence in the second half of the year following the finalisation on the South Hobart Oval Master Plan.
6.5.1	Drive implementation of the One Mountain Many Stories prospectus – including the next steps for the Halls Saddle Visitor Hub and the Riding the Mountain report.	In Progress	In Progress	Four new tracks (7km) on kunanyi/Mount Wellington were opened in March 2023. The investment case, visitor data and cost details on the Halls Saddle Visitor Hub were reported to elected members at a workshop on 27 March 2023. The project is being progressed by an internal project steering committee.

PILLAR 7: BUILT ENVIRONMENT

Community panel's vision statement

We are a city that maintains our unique built and ecological character, where we all have a safe, secure and healthy place to live. We are a city where people and communities can access world-class services and infrastructure and provide for their social, cultural and economic wellbeing. We embrace change but not at the expense of our Hobart identity and character.

Outcomes:

- 7.1 Hobart has a diverse supply of housing and affordable homes.
- 7.2 Development enhances Hobart's unique identity, human scale and built heritage.
- 7.3 Infrastructure and services are planned, managed and maintained to provide for community wellbeing.
- 7.4 Community involvement and an understanding of future needs help guide changes to Hobart's built environment.

Summary

Of the eight actions and initiatives in pillar 7, six are in progress and one is complete.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
7.2.1	Finalise the Hobart Heritage Design Guide.	In Progress	In Progress	Underway, it is anticipated the guide will be completed by June 2023. It will be reviewed by the City Heritage Portfolio Committee in July 2023.
7.3.1	Develop a 10-year Capital Works Program.	In Progress	In Progress	The ten-year Capital Works program is being prepared in conjunction with the 2023-24 budget.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
7.3.1 7.3.2	Consider Pinnacle Road visitor information and safety improvements, for example road sensors; automated frost/ice signage; reserve entry signage.	In Progress	Complete	Going forward, internal discussions will be held ensuring all matters related to traffic movement, and general road conditions sit appropriately with City Mobility team. The exception here will be the management of road closures due to mountain conditions i.e. fire/snow/ice etc. The Open Space Parks & Waterways unit will continue to manage this along with associated works such as snow clearing.
7.3.1 7.3.3 7.3.4 2.3.1	<p>Complete the construction and upgrade of community facilities:</p> <ul style="list-style-type: none"> – Construction of new public toilet facilities and barbecue shelter at Tolmans Hill Playground. – Complete the upgrade and extension of the new Clare Street Oval Changeroom and public toilet facility. – Installation of permanent shade provision in the new Salamanca Plaza. – Redevelopment of Swan Street Park. 	<p>In Progress</p> <p>Complete</p> <p>Complete</p> <p>In Progress</p> <p>Complete</p>	<p>In Progress</p> <p>In Progress</p>	<p>Currently being designed, the DA is scheduled to be lodged in June 2023.</p>
7.3.1 7.3.3 2.3.2	Enhance and improve accessibility, inclusivity and capability for the Doone Kennedy Hobart Aquatic Centre by commencing the construction of the warm water pool upgrade and associated improvements.	In Progress	In Progress	Tender submissions have been assessed and the appointment of a contractor is being considered. Works are expected to commence in June 2023.
7.3.1 7.3.2 8.5.10	Identify assets suitable for enhancement, development, or disposal.	In Progress	In Progress	A Property Portfolio Committee will be established in the last quarter to consider Council assets that may be enhanced, developed or disposed.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
7.4.1	Develop a Policy and practice notes that address works in the road reservation by utility companies (such as telecommunications, power, water, gas).	In Progress	In Progress	A policy has been completed. Additional information has been requested
7.4.1	Implement the Hobart Local Provisions Schedule and major scheme amendments.	In Progress	In Progress	The Hobart Draft Local Provisions Schedule (LPS) is now open for public comment. The engagement period closes on 30 June 2023. Five drop-in sessions have been scheduled.

PILLAR 8: GOVERNANCE AND CIVIC INVOLVEMENT

Community panel's vision statement

We are a city of ethics and integrity. We govern with transparency and accountability, encouraging and welcoming active civic involvement. We collaborate for the collective good, working together to create a successful Hobart.

Outcomes:

- 8.1 Hobart is a city of best practice, ethical governance and transparent decision-making.
- 8.2 Strong partnerships and regional collaboration make Hobart a thriving capital city.
- 8.3 City leadership is accessible and reflects Hobart communities.
- 8.4 People are involved in civic life, and the City's communication and engagement with Hobart communities are proactive and inclusive.
- 8.5 Quality services are delivered efficiently, effectively and safely.

Summary

Of the twenty-five actions and initiatives in pillar 8, four have been completed, twenty are in progress and one is on hold.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
8.1	Review the Council's committee structure including delegations and the frequency and timing of meetings.	Complete		
8.1.1	Co-design and implement a framework for Planning, Performance and Continuous Improvement that ensures alignment and integration of policies and strategies with the Capital City Strategic Plan, the Integrated Planning and Reporting Framework and the Annual Budget Program.	In Progress	In Progress	Implementation of the Integrated Planning and Reporting Framework will be undertaken for the 2024-25 budget and planning cycle. The Service Catalogue is under development with engagement across the organisation currently being undertaken, it is expected that the first draft will be completed in August/September 2023.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
8.1.1	Review the Capital City Strategic Plan.	In Progress	In Progress	The review of the Capital City Strategic Plan is underway. A draft plan will be presented to Council in May 2023 for endorsement to undertake community engagement. It is expected that the final plan will be presented to Council for endorsement in August 2023.
8.1.1	Deliver ethics, fraud and corruption awareness training program for all employees.	In Progress	In Progress	Training will continue to be provided to all Council employees through the Tasmanian Integrity Commission for ethics, fraud and corruption awareness. This will be an ongoing training program for new and existing employees.
8.1.1	Provide strong strategic financial management and leadership, ensuring long-term sustainability and accountability.	In Progress	In Progress	Financial and budget management education will be provided as part of the implementation of the 2023-24 Budget.
8.1.2	Develop a Communications Strategy based on best practice principles and methods to guide and strengthen internal and public communications.	On hold	On hold	Initial research has been done. Work on the strategy will recommence in July 2023.
8.1.2 8.1.3 8.1.4 8.1.5	Develop evidence-based research, policy development and evaluation tools to support decision making including: <ul style="list-style-type: none"> Developing and commissioning annual data and reports to build evidence-based planning capacity. Developing reporting dashboards for easy to access data sets. 	In Progress	In Progress	A community profile and social atlas have been developed with id.profile. A briefing will be provided to elected members on the profiles and staff training will be undertaken in June 2023. They will also be published on the City's website for community and stakeholder use. The request for quote for the development of the State of the City dashboards was advertised in mid-

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
				April. It is expected that the dashboards will be launched in August 2023.
8.1.4	Develop the City's internet of things sensor network and dashboard for better understanding of the flows of people, traffic and energy in Hobart.	In Progress	In Progress	<p>Work on the internet of things Hub is being undertaken to ensure that the information captured within the IoT can be incorporated across functions.</p> <p>A review of the current sensors will be undertaken to ensure that adequate maintenance and accuracy is being captured – timeline?</p> <p>A review of the IoT's priorities is planned to ensure that the asset is providing a measurable and strategic service to the City's needs and function. The review will look at best practice for IoT and how other councils are using IoT networks. – timeline?</p>
8.2.1 8.2.3	Provide support and leadership on the implementation of the Hobart City Deal.	In Progress	In Progress	Council is a lead participant in the City Deal governance framework and is involved in ongoing work to progress a number of strategic infrastructure and transport projects, such as the Derwent Ferry Expansion Project and Northern Suburbs Transit Corridor. Council will continue to foster close links across all partners to leverage support through the City Deal in addition to tailored advocacy and engagement programs.
8.2.2 8.2.4 8.5.11	Develop and implement a City of Hobart Advocacy Plan that includes strategies to advocate for State and Federal government funding and funding from other sources.	In Progress	In Progress	A draft Intergovernmental Relations and Advocacy Framework is being developed. An interim Advocacy Strategy is in place to advocate for priorities in the Greater Hobart Strategic Partnership submissions to the 2023-24 State and Commonwealth budgets.

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
8.2.2 8.2.3 8.2.4	Map existing and future intergovernmental partnerships, networks and relationships.	In Progress	In Progress	The draft Intergovernmental Relations Framework and Advocacy Strategy are being finalised, and are expected to be presented to Council for endorsement at the June meeting.
8.2.2 6.3.4	Participate on the Resource Recovery Ministerial Advisory Group.	Complete		Participation on the Ministerial Advisory Group continued to July 2022 until the Group was disbanded and replaced by the Waste and Resource Recovery Board. The City continues to participate on the Board.
8.2.4	Actively participate in the activities of the Council of Capital City Lord Mayors (CCCLM) and support projects that benefit Hobart.	In Progress	In Progress	<p>The Lord Mayor met with a number of Government Ministers and Shadow Ministers in Canberra in March 2023 to discuss issues including housing and homelessness, climate action and infrastructure.</p> <p>Key actions in the next quarter include; the CCCLM Lord Mayors meeting and AGM and continue to lobby the Government/Opposition on CCCLM priorities.</p>
8.4.2 8.4.4 7.4.7	<p>In the context of the Local Government Review, conduct a service review of the Community Engagement function to identify best practice models of community engagement for the City.</p> <p>Following the service review develop a new Community Engagement Framework, for consultation that provides a variety of opportunities for the community to engage and provide input into City projects, policies and programs.</p>	In Progress	In Progress	<p>Community engagement to inform the Community Engagement Framework will take place in May-June 2023.</p> <p>It is anticipated that the reviewed Community Engagement Framework will be presented to Council for approval at the July meeting.</p>

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
8.5.1 8.5.5	Establish the Welcome Pad as the primary 'Front Door' for customers offering a contemporary customer experience.	In Progress	In Progress	A Business Analyst has now commenced and is developing the scope of the Welcome Pad project. This action will be carried forward to 2023-24.
8.5.2	Establish a Cross Divisional Team to contribute to the implementation of stages 2 and 3 of the Organisational Transformation Project.	Complete		The Cross Organisational Team was established in August 2022 and first cohort successfully ran for 8 months. The next cohort has been recruited and will start in May 2023.
8.5.3	Develop a Workforce Strategy.	In Progress	In Progress	The Workforce Plan will be considered by the Executive Leadership Team in June 2023.
8.5.3 8.5.5	Commence Service Reviews of the City's service delivery as part of the implementation of stages 2 and 3 of the Organisational Transformation Project.	In Progress	In Progress	<p>There has been a commitment to deliver on both:</p> <ul style="list-style-type: none"> - a comprehensive Service Catalogue, and - Service Review Program to encompass all services on a 4 year rotation <p>The Service Catalogue is under development with engagement across the organisation currently being undertaken, it is expected that the first draft will be completed in August/September 2023.</p> <p>Six Service Reviews are scheduled to completed for the 2023 calendar year:</p> <ul style="list-style-type: none"> - Surveying Services (completed) - ICT (completed) - Finance - Bushland - Community Programs - Construction Project Delivery. <p>Post delivery of the Service Catalogue a service review program will roll over a 4 year schedule.</p>

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
8.5.4 8.1.2	Develop the City of Hobart Procurement Strategy 2022-26 and implement relevant actions for the current financial year.	In Progress	Complete	The City of Hobart Procurement Strategy for 2023-27 has been endorsed by Council and is available on the City website.
8.5.7	Pro-actively identify, manage and mitigate major risks ensuring the safety of the community at all times.	In Progress	In Progress	Ongoing
8.5.8	Undertake future rates modelling and develop a contemporary Rating and Valuation Strategy that supports fairness, capacity to pay and effectiveness and underpins the Long-Term Financial Management Plan.	In Progress	In Progress	At its meeting on 24 April 2023, Council amended its approach to the Rating and Valuation Strategy. Consideration will be given to the amended approach and its implications of the advancement of the Strategy during 2023-24. A revised engagement strategy will be provided to Executive Leadership Team for consideration during the June quarter.
8.5.9	Review and update the Long-Term Financial Management Plan, ensuring sustainable, flexible and adaptable financial management aligned to key strategic priorities which accommodates changing business needs.	In Progress	In Progress	The Long-Term Financial Management Plan will be considered as part of the 2023-24 Budget development process.
8.5.9	Prepare an annual budget which reflects community values and the strategic priorities outlined in the Long-term Financial Management Plan.	In Progress	In Progress	The 2023-24 Budget will be presented to Council at its meeting in June 2023. Budget development workshops will be held during May 2023.
8.5.10 7.3.2	Review and update the financial management of assets to reflect the needs of the organisation and community.	In Progress	In Progress	A Property Portfolio Committee will be established in the June quarter to consider Council assets that may be enhanced, developed or disposed.
8.5.10	Progressively update asset management plans to identify future renewal forecasts.	In Progress	In Progress	Asset management plans will be assessed using the recently acquired Capital Works Evaluator which is a module of the Long-Term Financial Management Plan

Strategic Ref	Actions and initiatives	31 December	31 March	Comment / update
				model.

13. UNESCO City of Literature Nomination
File Ref: F23/43599; s15-0008-04-006

Report of the Manager Creative City and the Director City Futures of 16 May 2023 and attachments.

Delegation: Council

REPORT TITLE: UNESCO CITY OF LITERATURE NOMINATION**REPORT PROVIDED BY:** Manager Creative City
Director City Futures**1. Report Summary**

1.1. The purpose of this report is to request support from the Council to submit an application for the UNESCO Creative Cities Program nominating to become a City of Literature on behalf of the external City of Literature Project Working Group (refer requesting letter marked as **Attachment A**).

1.1.1. Also attached to this report are the following documents:

- (i) **Attachment B** - Project Briefing - Community Consultation by Project Working Group.
- (ii) **Attachment C** – Collective support letters from various organisations.

1.1.2. The City of Literature Project Working Group membership is comprised of people from TAS Writers, Libraries Tasmania, UTAS, Brand Tasmania, and other community groups and small businesses. The Project Working Group has been meeting regularly and hosted by the Lord Mayor, Councillor Anna Reynolds.

2. Key Issues

2.1. The UNESCO Creative Cities Program is a complex program with many great benefits and challenges. The high-level elements for consideration are contained in the below table:

Key Benefits	Details and Descriptors
Industry and Brand Identity outcomes	<ul style="list-style-type: none"> Cement Hobart's identity as an internationally recognised region for literature, writers and storytelling. Grow the creative industry of writing and create opportunities for industry related jobs and attract author's publishers and printers to centre their business in Hobart. Support and expand the literary sector that supports and creates a strong local focussed story telling industry Hobart becomes an internationally recognised centre of excellence for all things related to the writing and publishing industry.
Education outcomes	<ul style="list-style-type: none"> Significantly increase the level of proficient literacy in the community. Attract greater funding to impact access and opportunities for early years education both formally and informally across the education sector. Greater exposure and support for lifelong learning opportunities and programs.
Community outcomes	<ul style="list-style-type: none"> Storytelling is key to protecting natural and cultural heritage. Tasmanian stories draw on our past, and the experiences and

	<p>people that came before us. City of Literature status would reinforce the importance of these stories and could strengthen efforts and interesting in safeguarding our cultural and natural heritage.</p> <ul style="list-style-type: none"> Stories by and about Tasmanians draw meaning out of our natural and built environments and add to the world's cultural inheritance for future generations.
Individual outcomes	<ul style="list-style-type: none"> Create opportunities for authors and independent publishers and printers to build sustainable careers in the industry and stay based in Hobart, driving and establishing Hobart as a strong base for the writing and publishing sector nationally.
Group outcomes	<ul style="list-style-type: none"> Create opportunities for existing groups focused on literature to grow and expand their programs and reach across the community.
Key Challenges	Details and Descriptors
Funding external	<ul style="list-style-type: none"> There are limited State and Federal funding opportunities with challenges around state-wide focussed outcomes, and not just Hobart as the capital city. There are no current indications for possible external funding.
Working Group Partners	<ul style="list-style-type: none"> Minimal cash funds from working group partners, but in kind support on offer. Discussions around TAS Writers becoming the key organisation driving the work with support from the other partners. CoH would be the primary partner funding TAS Writers to deliver the UNESCO Creative Cities of Literature program.
Program and Status term	<ul style="list-style-type: none"> The length of the initial active program in 4 years. Term of the status is life time.
City of Hobart commitment (CoH)	<ul style="list-style-type: none"> CoH needs to submit the application, and deliver reporting. Resources required for the program will be to support Working Group staffing, admin, reporting. There are no current staffing or financial resources in the Creative City Unit to support this project.
Community accessibility	<ul style="list-style-type: none"> City of Literature title is not inclusive – work will need to be done on the program being broad and inclusive and easily accessible
International commitment	<ul style="list-style-type: none"> The 246 cities that currently make up this network work together towards a common objective: placing creativity and cultural industries at the heart of their development plans at the local level and cooperating actively at the international level. The Hobart project will need to be responsive to this.

3. **Recommendation**

That:

- 1. The Council endorse and proceed to submit a nomination to the UNESCO Creative Cities Program, nominating to become a City of Literature, on behalf of the Project Working Group.***
- 2. In principal support be given for providing a funding contribution for a City of Literature secretariat. If a nomination is successful, funding will be subject to a further report to Council.***
- 3. The total value of the in-kind support be recorded in the 'Grants, Assistance and Benefits Provided' section of the City of Hobart's Annual Report 2023-24.***

4. Background

- 4.1. The UNESCO Creative Cities Network (UCCN) was created in 2004 to promote cooperation with and among cities that have identified creativity as a strategic factor for sustainable urban development. The 246 cities that currently make up this network work together towards a common objective: placing creativity and cultural industries at the heart of their development plans at the local level and cooperating actively at the international level.
- 4.2. In 2017 and 2018 CoH staff prepared and submitted a council reports for Council to consider submissions for the Creative Cities Program. This was not supported at the time with requests from council for further research and justification to be provided. This also included associated costs for the project and long-term financial implications.
- 4.3. In 2023 a new working group has been formed and are working together with CoH to submit a new submission to The UNESCO Creative Cities program. This submission is now ready for Council to consider, and if supportive, submit on behalf of the Project Working Group.
- 4.4. The working group membership is comprised of, TAS Writers, Libraries Tasmania, UTAS, Brand Tasmania, and other community groups and small businesses.

5. Discussion

- 5.1. This is a significant investment and commitment for Council and requires some discussion before moving forward.
- 5.2. The commitment to the UCCN is a long-term commitment with an initial 4 year project and program commitment. This requires participation in the overall UCCN and related activities and programs. This includes active participation and representation at national and international conferences with major reporting required.
- 5.3. With this commitment and investment comes national and international recognition of Hobart being a leader and driving capital city of literature and related creative industries.

6. Hobart: A Community Vision For Our Island Capital

- 6.1. We are a city connected, embracing our diverse communities in cultural expression and creative and artistic participation; a city that enhances our homes, lifestyles and heritage; a city that bravely puts its people first.

7. Capital City Strategic Plan

- 7.1. This proposal aligns with Pillar 3: Creativity and Culture in the Capital City Strategic Plan 2019-29.

8. Regional, State and National Plans and Policies

- 8.1. The Australian Government's National Cultural Policy is a five-year plan to revive the arts in Australia. At the heart of this policy is the goal to ensure there is a place for every story, and a story for every place. Published: 9 February 2023

9. Financial Viability

- 9.1. Funding Source and Impact on Current Year Operating Result
- 9.1.1. There is no funding being sourced or applied for at this stage of the submission process or for the long-term project. Future funds attraction is a possibility along with partnerships with private business and funders. Philanthropic support is also a possibility.
- 9.2. Impact on Future Years' Financial Result
- 9.2.1. On-going funding will be required for this project if the submission is successful. There are currently no funds allocated in the 2023-2024 budget, or staffing allocated to support this program.
- 9.2.2. The funding request from the Project Working Group is for a 4 year project commitment of \$200K, being \$50K annually at a maximum.
- 9.2.3. There are no current staffing or financial resources in the Creative City Unit to support this project.
- 9.3. Asset Related Implications
- 9.3.1. The program would utilise current venues and assists to activate the annual literature program. This venue usage would be both indoor and outdoor venues, supporting both Council and community events and activities committed to in the submission for becoming a City of Literature. This would be in-kind support from Council.

10. Community Engagement

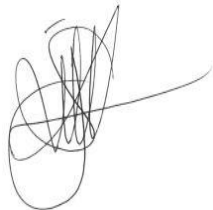
- 10.1. Two community key-stakeholder information sessions hosted by the Lord Mayor in the Lord Mayor's Court Room have been conducted by the Project Working Group and were well attended. The feedback from the two sessions was overwhelmingly positive for the submission and for the project long-term.
- 10.2. The cross section of the community engaged in these sessions came from, private business, authors – both professional and amateur, also interested publishing reps, and general community members.

- 10.3. Feedback captured focused on expanding and supporting the literary industry in all its forms from writing and publishing, to eBooks, podcasting, audiobooks, festivals and events, and community gatherings centred on Hobart's history and storytelling.

11. Communications Strategy

- 11.1. Should the bid be successful, the City of Literature Project Working Group will work collectively to produce a 4-year communications plan for the life of the project.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.






Jamie Smith
MANAGER CREATIVE CITY



Katy Cooper
DIRECTOR CITY FUTURES

Date: 16 May 2023
File Reference: F23/43599; s15-0008-04-006

Attachment A: Letter of Request from Working Group ↓ 
Attachment B: Project Briefing - Community Consultation by Project Working Group ↓ 
Attachment C: Collective support letters from various organisations ↓ 

H O B A R T

our city of stories + literature

Dear Hobart City Council

With this letter, we request your support of an application for Hobart to become a UNESCO City of Literature.

The application is coordinated by a multi-organisational working group, including representatives of the Tasmanian Writers Centre, bookshops, Libraries Tasmania, Brand Tasmania, and the University of Tasmania.

The UNESCO Creative Cities network was launched in 2004. There are 295 Creative Cities across the globe, incorporating seven creative fields: Literature, Gastronomy, Media Arts, Design, Film, Music, and Crafts and Folk Art. The Network was created “to promote cooperation with and among cities that have identified creativity as a strategic factor for sustainable urban development.” (UNESCO).

Attaining City of Literature status and joining this network would cement Hobart’s status as a cultural and creative capital, reinvigorate our literary and literacy ecosystems, and provide access to an active, international, and supportive network.

Hobart deserves to be a City of Literature. We have a rich literary history, well-loved bookshops and libraries, and many

best-selling and award-winning authors. However, we also have a serious literacy problem. 50% of adult Tasmanians are functionally illiterate.

City of Literature status, and the international community it would unlock, will help us combat this problem by giving Tasmanians a new reason to read, and by the City of Literature office designing and coordinating events to improve literacy across the city and surrounding areas.

Our Letter of Request has been organised into five sections.

- The first is an overview of development opportunities and challenges facing the City in terms of literature and literacy,
- the second outlines the expected impact of City of Literature Designation on Hobart,
- the third demonstrates some of our key literary assets,
- the fourth demonstrates how City of Literature status would feed into the eight pillars of the City of Hobart's Capital City Strategic Plan 2019-2029 and
- the fifth outlines the broad support that we're attracting to support this bid.

1. Opportunities and Challenges – *City of Literature* listing will bring recognition and pride to the city

Hobart already has an engaged literary community. These storytellers and story consumers win awards, support literary activities, and buy Tasmanian books. There is an opportunity to grow this community further, and City of Literature status could do this. By providing greater support for Tasmanian writers, widening the market for Tasmanian books, and

addressing key gaps, such as the lack of a dedicated traditional publisher, through creative and collaborative design with literary stakeholders and local government to support Hobart and Tasmania's cultural goals, and unleash the full potential of literary Hobart.

But Hobart's literary community is not the whole story. We know Hobart, and Tasmania, have a literacy problem. This is our challenge. In 2021, the State Government formed the Literacy Advisory Panel to address low literacy and matriculation rates. Their aim is for a 100% literate Tasmania, and the City of Literature status for Hobart would support this goal. It would redefine what literature means to Tasmanians, especially Southern Tasmanians, and the City of Literature office would embed literary support and improvement in all its activities.

2. Impact – Hobart's *City of Literature* listing will attract investment, visitation, and activation to the city

There is a growing consensus that creativity will determine which world cities will flourish in the 21st century. A city's culture will be more important than geographical location or proximity to natural resources. People and organisations who are both creative and geographically mobile want to be based in cities with a vibrant cultural and intellectual life.

If successful in gaining City of Literature status, Hobart will encourage investment in literary industries and help attract and retain creative talent to the city.

We will bring new energy and support to the conversation about literacy, social cohesion, education, and quality of life, all while focussing on storytelling and its associated activities.

Further, by joining the Network, we will give creatives, producers, store fronts and educational institutions new

opportunities to tap into an international community of support and engagement. Finally, by broadcasting Hobart's reputation as a Creative City to the Network and beyond, we will develop our reputation with national and international markets for cultural outputs and tourism.

In the medium term, we expect to see:

- Greater confidence from the literary sector to produce work
- Greater engagement between storytellers of all kinds and other sectors including education, health, and climate
 - Greater interest in literature and literacy in the city and the state.

In the longer term we expect to see:

- An invigorated appetite nationally and internationally for the Hobart and Tasmanian brand
- A reduction in the expectation that you 'need to leave the state to have a career,' which has been demonstrated in the past by several young writers and creatives who have felt they need to move to the mainland to pursue publishing opportunities
- A belief that Hobart is a city of readers, writers, and stories, both locally and internationally. This will lead to a larger and more confident creative community, and give all Hobartians and Tasmanians a reason to read and the belief that stories are for them, thereby aiding in the fight to improve literacy.

Regarding economic impact, culture is one of the key pillars of sustainable development and City branding. Constanze Gathen, Wilhelm Skoglund, and Daniel Laven wrote in their

2021 study, *The UNESCO Creative Cities Network: A Case Study of City Branding* that

UCCN membership is an important branding opportunity for designated cities. In the new economy, where creativity is a crucial factor for economic growth, and where cities are increasingly competing in attracting labour, investors, and visitors it is important for cities to stand out from their competitors. Membership in a network like the UCCN can help them do so through a distinctive and attractive brand identity.

Similarly, a 2014 report on Norwich City of Literature found that the main impact of the UNESCO listing was the creation of a cultural brand, which fed “through into wider economic and social success.” Currently, there is little to no public information regarding the economic impact of Creative City status. That being said, a 2019 report to the British Council on the initiatives, impacts, and legacies of Cities of Literature found that key economic impacts included an expanded audience for literature, greater investment in infrastructure and increased tourism activity. For Edinburgh specifically, which was the first UNESCO City of Literature and one of the case studies in the report, key impacts included increased international recognition and increased support for and events in the literary sector. Other cities, including Melbourne, Norwich, and Iowa City have used City of Literature designation to gain funding for major literary centres and festivals.

While we expect that City of Literature status would improve the reach and uniqueness of Hobart’s cultural brand, and lead

to increases in tourism income, our focus is on improving quality of life for the Hobart community. We hope that with the support, networking and recognition that comes with UNESCO status, Tasmanian creators would benefit from a larger audience and more events and professional development opportunities. Similarly, we hope that by combatting illiteracy, we can reduce some of the economic disadvantage experienced by illiterate adults.

3. Our Assets – *City of Literature* listing will put a global spotlight on our rich traditions

Tasmanians broadly and Hobartians specifically have always seen the value in storytelling, storytelling activities and the support required to facilitate them, and we have pursued opportunities to expand our scope and encourage this cultural activity.

Literature flourished in Colonial Hobart – a city of convicts and new settlers, who did not understand their new world and made sense of it through story. Australia's first work of general fiction was published here in 1818, as was the country's first 'free press' newspaper in 1824, and its first novel in 1830. In 1849, Hobart became home to one of the nation's first public libraries. Already, it was a city of people reading, writing, and storytelling.

Today, Hobart has a boutique but thriving literary community. *Island Magazine* has been publishing since 1979 (originally under the name *The Tasmanian Review*). Hobart writers regularly grace the shortlists and winner's podiums of national literary prizes. The Tasmanian Writers Centre incorporated in

1997 and has been supported financially by the state and local government as well as its local members. The State Library of Tasmania is well-loved across the state and has its base in Hobart – a marker of the community’s appetite for story. Beyond this, we are home to well-loved independent book shops, an evolving calendar of literary events, and thousands of readers and creatives of all kinds.

This is a strong foundation from which to build an engaged, forward-thinking literary sector focussed on strategic development and literacy, and capable of taking advantage of an international network like the Creative Cities of Literature.

4. Connection to the City of Hobart – how a *City of Literature* listing complements your Strategic Plan

By supporting our bid for City of Literature Status, you will be taking positive steps towards implementing and realising your Capital City Strategic Plan 2019 – 2029. Below we have included a table matching Pillars from your Strategic Plans to the goals and intended outcomes of City of Literature status, demonstrating how our bid will support the strategic priorities of the City.

Pillar 1: Sense of Place

By encouraging cultural practice, City of Literature status would build on Hobart’s sense of place. Joining the Network would enable us to share knowledge with and learn from other cities, especially those with a strong sense of place. Celebrating and encouraging storytelling would highlight the uniqueness of Hobart’s character and heritage. This is especially true for historic storytelling and climate-based fiction, both of which are key aspects of Tasmanian writing practice and help us understand ourselves and our world.

Pillar 2: Community inclusion, participation and belonging	As a City of Literature, Hobart's focus on education, literacy, and storytelling would meet a number of the strategies included under this pillar by recognising and celebrating Tasmanian Aboriginal people, advocating for the entire Hobart community to celebrate their identities through story, and ensuring our whole community has the literacy skills necessary not only to tell their stories but also to engage meaningfully in the community, and gain the knowledge necessary for everyday life.
Pillar 3: Creativity and culture	City of Literature status would actively support many of pillar 3's strategies. It would cement and support Hobart as a creative city, provide new opportunities for and celebrations of creators, deliver a range of events and initiatives prioritising creative practice, and confirm creativity as a key strategic driver for city projects.
Pillar 4: City economies	By promoting Hobart as a Creative City to the network and beyond, City of Literature status would reinvigorate the local, national, and international market for Tasmanian creative products, especially literature. It would also further Hobart's reputation as a cultural tourism destination, leading to more income for the city, and for its creators. Finally, Creative City Network connections could evolve into international economic and support relationships, through joint initiatives, scholarships, and writers in residence programs.
Pillar 5: Movement and connectivity	In this digitally connected world, achieving City of Literature status would create new channels of communication with international writers, cultural tourists, literary festivals, and open up opportunities to provide real world and online experiences to promote Hobart as a literary destination.
Pillar 6: Natural environment	The natural environment has always had a key role to play in Hobart's creative output. A number of our most well-respected authors write "eco-fiction" – stories that explore the natural environment and the climate crisis, with a goal of raising awareness. Stories are key to understanding our relationship with the natural world, and are emerging as a key way to understand and raise awareness of the climate crisis. If we were to join the network, we see ourselves as creating initiatives and residency programs to explore climate writing, and the power of writers to change the way we see the natural world.

Pillar 7: Built environment	City of Literature status would give another reason for Council to engage with residents and visitors around the built environment. Telling the story of Hobart is not only a paper or digital exercise, it is an opportunity to connect the significant spaces, from the State Library on the corner of Bathurst and Murray Streets to the book shops in the main shopping precinct, to the Henry Hunter Reading Room at the Town Hall.
Pillar 8: Governance and civic involvement	For a community to be able to participate in governance and civic involvement, they need to be able to understand political and civic messaging. Currently, 50% of adult Tasmanians do not have the literacy level necessary to do this. By targeting literacy, the Hobart City of Literature, would lead to the creation of a more informed and active civic population that can engage more thoroughly with governance, and are better equipped to add their voice to the conversation.

5. Support for this bid – the people, organisations and businesses getting behind Hobart's bid to be a City of Literature

Stakeholder engagement and support has been a key focus of the working group as it prepares its bid. We aim to reflect the needs, goals, and ideas of Hobart's community, with an emphasis on literature and literacy.

To do this, in early March we held two stakeholder briefings, which included a printed informer on the project, presentations from the working group on why we were making the bid, and what our focus would be if successful, and an opportunity for feedback. Across the two events we had forty-nine attendees. These included award-winning writers such as Lian Tanner and Andrew Darby, representatives of the Tasmanian Literary Advisory Board, literature academics from the University of Tasmania, staff

from the State Library of Tasmania, and publishers. Eleven authors attended. Feedback was generally enthusiastic, and guests were full of ideas. Examples of feedback included author, editor and co-founder of Read Tasmania Jane Rawson's statement that "City of Literature status would benefit Tasmanians by making writers feel appreciated, making readers feel valuable, putting reading and writing at the heart of what we do" and author David Owen's claim that "Nipaluna/Hobart deserves to be a City of Literature because [it would be] increased Southern hemisphere representation and increased representation of the literature of islands." Some of the ideas proposed at the events were a City of Literature walking map, a Cities of Literature festival, and story-based installation at the site of the Beaumaris Zoo.

Currently, the Working Group is gathering Letters of Support from identified stakeholders, which include descriptions of what different organisations and individuals are willing to deliver if the bid is successful

6. Conclusion

We are working to finalise the nomination so that it can be submitted by the end of June and we would very much appreciate your support in the form of formal endorsement that the City of Hobart will submit the bid.

It is our firm belief that this title will bring pride and recognition to the Hobart community for many years to come.

We look forward to working with you on this exciting initiative for Hobart.

Yours sincerely,

Cassandra Wunsch
Director
TasWriters

A handwritten signature in black ink, appearing to read 'Cassandra Wunsch', with a large, sweeping flourish at the end.

Sue McKerracher
Executive Director
Libraries Tasmania

A handwritten signature in blue ink, reading 'Sue McKerracher' in a cursive script.

Todd Babiak
CEO
Brand Tasmania

A handwritten signature in black ink, reading 'Todd Babiak', with a large, stylized 'T' and 'B'.

Tim Jarvis
Owner
Fullers Bookstore

A handwritten signature in black ink, reading 'Tim Jarvis', with a large, stylized 'T' and 'J'.

CITY OF LITERATURE WORKING GROUP

BECOMING A UNESCO CITY OF LITERATURE



PREPARED AND PRESENTED BY

LILY FLETCHER STOJCEVSKI
PROJECT OFFICER
LIBRARIES TASMANIA

Purpose

This briefing provides information on the UNESCO City of Literature application process and the objectives of the UNESCO Creative Cities Network. It includes specific information on UNESCO's goals and objectives with the network, and a general overview of two comparable cities to help guide our application.

The Application Process

In seeking City of Literature status, we are applying to join the Creative Cities Network. We would self-select Literature as our creative field during the application process, but the actual application form and all relevant UNESCO information focuses on the Network as a whole. During the application process, we need to provide information on the following:

- A general presentation of the city, including development opportunities, challenges, and strategies.
- The expected impact City of Literature status would have on the city.
- Evidence of stakeholder engagement and consultation.
- The role of literature in our historic development, our contemporary economic development.
- Practitioners, organisation, festivals, events, educational institutions, research centres, cultural spaces, businesses, organisations, and curriculum content regarding the creative field.
- City-developed programs and projects relevant to the creative field in the past three years.
- City initiatives and policies from the past five years to support local cultural production, including in cooperation with international cities.
- Initiatives, programs, and project from last three years that support other creative fields included in the Network.
- City facilities and events involved in promoting the other creative fields included in the Network, not literature.
- The city's overall proceeds and expenditures over the last five years, showing amounts devoted to and generated from the creative field concerned.
- How we will contribute to the Network objectives
- Action plan involving planned initiatives, budgets, and communication plan.

ABOUT THE CREATIVE CITIES NETWORK

The Network started in 2004, and currently contains 295 cities across 90 countries. 42 of them are Cities of Literature. There are seven creative fields included in the network: Folk Art and Crafts, Gastronomy, Design, Media Arts, Literature, Music, and Film. To join the Network, cities need to demonstrate that they are hubs of creative production and activity, and that they have identified their chosen creative field as a key strategic factor for sustainable development. The Network feeds into and supports the UN's 2030 Agenda for Sustainable Development, and the applying city's commitment to these goals should factor into its application and action plan - see Table 1 for further information on the Goals, and comments on the most relevant in Hobart's literary context.

Creative Cities Network Objectives

The Creative Cities Network is guided by six objectives. Cities applying for Creative City status are asked to demonstrate alignment and commitment to the objectives.

- Strengthen international cooperation between cities that have recognized creativity as a strategic factor of their sustainable development.
- Stimulate and enhance initiatives led by member cities to make creativity an essential component of urban development, notably through partnerships involving the public and private sectors and civil society.
- Strengthen the creation, production, distribution and dissemination of cultural activities, goods and services.
- Develop hubs of creativity and innovation and broaden opportunities for creators and professionals in the cultural sector.
- Improve access to and participation in cultural life as well as the enjoyment of cultural goods and services, notably for marginalized or vulnerable groups and individuals.
- Fully integrate culture and creativity into local development strategies and plans.





COMPARABLE CITIES

The two best comparable cities for understanding what and how we can contribute to the Network are Melbourne and Dunedin. They are currently the only two English-speaking Cities of Literature in the Asia-Pacific region. Their examples can help us guide our own application, and visualise what success would look like and involve in future years.

Melbourne attained City of Literature status in 2008. Reasons for its success including the scale of book and print media consumption in Melbourne, the size of the city's publishing industry, the reputation of the State Library of Victoria, and the significant writers who call the city home. Since joining the Network, Melbourne's key initiatives have been financial, including a travel fund for literary professionals to access international opportunities, digital, and cooperative, as with the founding of the international Slam poetry competition, Slam-O-Vision. Such initiatives are managed by the City of Literature office at the Wheeler Centre.

Dunedin attained City of Literature Status in 2014. Reasons for its success including its inspiring landscape, historical significance as home to several significant literary figures, and the role of the Dunedin Public Library and the Centre for the Book at the University of Otago. Since 2014, it has launched several initiatives and projects, including an international poetry project, an app-based, interactive story map of the area, and the design of literary pavers for urban development. These projects are managed by the Dunedin City of Literature office, which is linked to public libraries and radio.

For further information on both cities, see Table 2.

Table I: 2030 Agenda for Sustainable Development

The UN's Agenda for Sustainable Development is a guiding document for the Network. It includes seventeen goals. These can be accessed [here](#). The most relevant for us in preparing our bid and linking it to the agenda are presented below, alongside a comment on their relevance.

Quality Education	<ul style="list-style-type: none"> • Literacy, reading, and writing are key to quality education, and are not only evident in our bid for City of Literature status but will be invigorated if we are successful. • City of Literature status could lead to increased interest in Tasmanian writers and Tasmanian stories at an educational level. • City of Literature status could provide a new reason to read, renewing interest in and support for adult literacy programs. More quality education at this level could lead to reduction in inequalities caused by low literacy.
Decent Work and Economic Growth	<ul style="list-style-type: none"> • Increased international and cultural presence as part of the Network could lead to an increase in cultural tourism, which would have a positive effect on the state economy. • It could also create a wider market for Tasmanian literary products, leading to an increase in author, publisher, and bookseller income. • With literature solidified as key to our development, literary events, festivals, and organisations would grow and provide more work opportunities.
Industry, innovation, and infrastructure	<ul style="list-style-type: none"> • City of Literature status could reaffirm the connection between storytelling and infrastructure in Hobart. • It may promote innovations in digital literacy, access, visual arts and theatre. • By accessing the knowledge of other cities in the Network, and reinforcing the importance of Tasmanian stories, we could create opportunities to explore innovative forms of story-catching and storytelling so that our whole community can access and be empowered by stories.

Climate Action	<ul style="list-style-type: none"> Hobart and Tasmania are centres of climate thought and activism. The Australian Greens party has its roots in Tasmania, and much of our cultural output focuses on themes of environmentalism, climate change, and relationship between humanity and the natural world. Our proximity to Antarctica and unique environmental areas are a constant source of inspiration for writers and thinkers. Many of Tasmania's award-winning writers, including Richard Flanagan, Heather Rose, and Robbie Arnott publish 'eco-fiction' that changes the way their readers think about the Tasmanian environment. By joining the Network, we could share our ideas and experiences about the links between climate action and literature and continue to be a key contributor to raising awareness.
Sustainable Cities and Communities	<ul style="list-style-type: none"> Storytelling is key to protecting natural and cultural heritage. Tasmanian stories draw on our past, and the experiences and people that came before us. City of Literature status would reinforce the importance of these stories and could strengthen efforts and interesting in safeguarding our cultural and natural heritage. Stories by and about Tasmanians draw meaning out of our natural and built environments and add to the world's cultural inheritance for future generations.
Partnerships for the Goals	<ul style="list-style-type: none"> By joining the Network, we would be entering partnership with 295 other creative cities, better enabling us to meet the Strategic Development Goals. Through the Network, we could gain increased opportunities for cooperation and knowledge sharing to build a more resilient, informed, and connected world.

Secondary Goals

Beyond the goals above, our focus on the environment, building literary culture, and improving literacy links with the goals of good health and well-being, ocean conservation, reducing inequalities, sustainable land use, and peace, justice, and strong institutions. These links are slightly more tenuous and should be considered secondary to the primary goals mentioned above.

Table 2: Comparable Cities

	Melbourne	Dunedin
When Listed	2008	2013
Reasons for Membership	<ul style="list-style-type: none"> • Scale of book and print media consumption in Melbourne and Victoria. • Publishing industry • High concentration of community book clubs • State Library of Victoria (age, visitation, reputation) • Literary organisations and writers that call Melbourne home 	<ul style="list-style-type: none"> • Inspiring landscape • Historic significance to New Zealand literary culture as home to Thomas Bracken, author of NZ's national anthem, Charles Brasch, editor of NZ's foremost literary journal, and internationally renowned author Janet Frame. • Home to significant libraries such as Dunedin Public Library, NZ's first free public library • Home to the Centre for the Book, opened 2012 at University of Otago, a research centre and hub for books, publishing, and book culture.
Initiatives to Meet Network Objectives	<ul style="list-style-type: none"> • Travel fund to support people involved in the book industry to gain professional development outside Melbourne • D-Writers (China) - directory and increased support and events for Chinese-Australian writers based in Melbourne to respond to desire for Melbourne's literary sector to incorporate the multicultural aspect of the city. 	<ul style="list-style-type: none"> • DTOUR App that linked writers and their stories with places in Dunedin and the Otago Region using an interactive map. • The Possibilities Project, which asked writers to submit a poetic response to the poem 'Possibilities' by Wislawa Szymborska. Over six weeks, poems were submitted every day and shared to the Dunedin City of Literature Facebook page.

Initiatives to meet Network objectives cont'd	<ul style="list-style-type: none"> Slam-O-Vision – annual spoken word competition between the Cities of Literature described as the “spoken word version of Eurovision.” 	<ul style="list-style-type: none"> Design of pavers featuring extracts from significant cultural work by Dunedin writers. These pavers were laid as part of the redevelopment of the city's retail quarter, and linked literature and urban development.
Value to the Network	<ul style="list-style-type: none"> A gateway to Australia, the Pacific and South East Asia Continuous innovation in the digital presentation of writing and literature events; and Position as a leader in the support and development of young and emerging writers 	<ul style="list-style-type: none"> Focus on strong partnerships – locally, nationally and internationally. Encouraging collaborations that stimulate new research and digital developments Sharing New Zealand's literature across the world. Encouraging citywide participation in imagining new communities of writing, reading and connecting people to place, sustaining community health and wellbeing. Achieving “Manaakitanga” – a way of welcoming people to New Zealand, its literature, and people.
How they are managed now	<p>City of Literature Office at the Wheeler Centre</p> <p>Website</p>	<p>Dunedin City of Literature Office – linked with public libraries and radio.</p> <p>Website</p>



nipaluna/Hobart City of Literature
c/o Tasmanian Writers

By email: director@taswriters.org.au

Support for nipaluna/Hobart's nomination as a UNESCO City of Literature

The University of Tasmania expresses its unreserved support for the proposal for nipaluna/Hobart to become a UNESCO City of Literature.

Nipaluna/Hobart has long been an important place of storytelling and lore for the palawa/pakana of lutruwita/Tasmania and we acknowledge the traditional owners of our island, their enduring culture and their care for country.

With British settlement in the early 1800s, Hobart became a dynamic city whose contributions to Australian literature, literary culture, and literary industries have been significant. Tasmania has provided the setting for such classic Australian novels as Marcus Clarke's *For the Term of His Natural Life* (1874), but also produced recent highly regarded international writers, many who are University alumni, across the genres of prose, poetry, drama and non-fiction such as Christopher Koch, Richard Flanagan, Amanda Lohrey, Gwen Harwood, Robbie Arnott, Henry Reynolds, Marilyn Lake and James Boyce among others.

As a place-based institution, the University of Tasmania is committed to providing excellence in learning, teaching and research that addresses the challenges facing Tasmania, and from Tasmania, the world. The fostering of innovative ideas, clear and compelling communication, critical thinking, and creativity are core to our mission to improve educational attainment and literacy levels in our local communities and more broadly to strengthen the social, economic and cultural vibrancy of Tasmania.

The University already partners with the State government in the presentation of the Tasmanian Literary Awards, with the University of Tasmania Prize supporting the efforts of an emerging writer to develop work for publication. There are also a number of University fellowships and prizes, including the Dick and Joan Family Award for Tasmanian History, that celebrate books and writing among our students and at the national levels. Through interactions with school students and teachers, public lectures and community and alumni events, and in its partnerships with creative and literary festivals within Tasmania, the University engages with local literary production and authors in multiple ways.

The College of Arts, Law and Education (CALE) offers degrees and research opportunities in literature and literary production, in media and communications, in the broader humanities and social sciences, and in training the Education profession in tackling literacy challenges. CALE is dedicated to supporting traditional and

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contemporary forms of Indigenous storytelling, and is leading the University in Indigenising its curriculum through the inclusion of First Nations epistemologies, pedagogies and content.

The College houses one of Australia's oldest English programs, founded in 1892, and established the first Australian Literature course in the nation in 1947. The English program has been home to numerous major writers and critics, including the poet James McAuley, and continues to host a strong program in literature, and creative writing. The College's Media and Communications Program, and the creative arts more generally, are developing digital storytelling and other forms of literary communications as well as placing students on internships with local literary magazines, festivals and other creative industries in art, performance and screen.

The College also has oversight of the Hedberg Performing Arts Centre, established in partnership with the Tasmanian government and the Theatre Royal, and opened in 2020 with cutting-edge facilities to support the performing arts and facilitate interactions between the University and the community. Public events that feature writers include The Hedberg Talks, a program of discussions about ideas, and annual residencies such as the Hedberg Writer in Residence and the McAuley Fellowship.

If the UNESCO City of Literature bid were successful, this would enable the University to deepen and extend its existing support for literature and culture in a variety of ways that will attract local, national and international interest to Tasmanian creative works; continue to develop new audiences by training the next generation of Tasmanian readers, teachers, and writers; encourage readers to buy and borrow locally created works through our curriculum and public events; and promote and develop literacy education.

Discussions within CALE indicate enthusiasm for a number of initiatives that would support City of Literature recognition, and would be of great benefit to the student experience in Hobart and our regional campuses, our stakeholders and partners and our wider communities.

These include:

- Establishing City of Literature public and online events, including lectures, panels, and discussions about contemporary Australian literature, history and life-writing;
- Engaging in academic scholarship and public communication across media that promotes the consumption and understanding of Tasmania's unique stories; and
- In-kind support for partnered initiatives, awards, competitions, and other activities run by literary organisations such as the Tasmania Writers Centre and the Tasmanian Library network, as well as the City of Hobart, to promote reading, literature, and books.

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The UNESCO City of Literature bid presents a truly unique and deeply exciting opportunity to present the successes of Tasmanian literature on an international stage. It would reinforce an already strong culture of literary production in Hobart and Tasmania, and provide inter-generational opportunities to celebrate storytelling, improve educational attainment in the State, and foster continuing education.

The University is delighted by the opportunity to support this initiative and does so with great enthusiasm.

Yours sincerely

A handwritten signature in black ink, appearing to read "Rufus Black".

Professor Rufus Black
Vice Chancellor

A handwritten signature in blue ink, appearing to read "K Darian-Smith".

Professor Kate Darian-Smith
Executive Dean and Pro Vice-Chancellor
College of Arts, Law and Education

10 May 2023

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Department for Education, Children and Young
People

LIBRARIES TASMANIA



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Telephone: (03) 6165 5559
Web: libraries.tas.gov.au

4 May 2023

Nipaluna/Hobart City of Literature
c/o Tasmanian Writers
director@taswriters.org.au

Support for Nipaluna/Hobart's nomination as a UNESCO City of Literature

The Tasmanian Libraries Advisory Board is pleased to support Nipaluna/Hobart's bid to be a UNESCO City of Literature.

The Board was created by the Libraries Act 1984 to advise the Minister and the Secretary on the administration of the Act and on policies affecting the delivery of library services through public libraries and the State Library. As such, we have had a role in promoting reading and literature statewide for nearly 40 years.

Over four decades, Board members have experienced the increasing confidence of the state's creators and have witnessed the development of a uniquely Tasmanian literary voice through a wide range of genres, from historical fact through to fantasy fiction.

We believe UNESCO City of Literature status for Hobart would be a rightful endorsement of the city's and state's commitment to creators, books and writing. It would also be of value in further highlighting the gap between those who can read and those who can't. Reading continues to be a challenge for nearly half the population and much of our work in libraries is to support people who need and want to improve their literacy.

Achieving UNESCO City of Literature status would not only be a welcome accolade, but would also encourage new ways of activating our State Library building in Hobart to showcase emerging talents. In recognition of the achievement of this title, we would put together an exhibition of storytelling, books and writing, from the earliest stories through to the very latest releases and hold a celebratory event at the State Library for readers, writers, the creative industries and all those who support them.

Jan Richards
Acting Chair Tasmanian Libraries Advisory Board

TasTAFE
OFFICE OF THE CEO

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Nipaluna/Hobart City of Literature
c/o Tasmanian Writers
director@taswriters.org.au

Re: Support for nipaluna/Hobart's nomination as a UNESCO City of Literature

Nipaluna/Hobart has been a place of Aboriginal storytelling for more than 40,000 years and a centre for literature since European settlement in the early 1800s.

TasTAFE is lutruwita/Tasmania's largest public provider of vocational education and training. On average TasTAFE supports the training of 20,000 students annually, we therefore understand firsthand the importance of strong literacy skills, including those skills critical to literature at all levels, reading, writing and oral communication.

Literacy skills enable our community to access training and education and forge a path to meaningful employment to gain the benefit of socio-economic inclusion.

TasTAFE supports nipaluna/Hobart's nomination as a UNESCO City of Literature. We believe becoming a City of Literature will further raise awareness of Tasmania's need to draw attention to the issue of low literacy, develop the literacy levels of its people, to increase access, inclusion and equity. Becoming a City of Literature brings attention and support to this need and with that, an opportunity for all Tasmanian's to experience the rich diversity and value derived from enjoying all forms of literature.

Yours sincerely

Fiona Le Gassick
Acting Chief Executive Officer

10 May 2023



magazine
books
distribution
design**FortySouth**
PUBLISHING**9 May 2023**Nipaluna/Hobart City of Literature
c/o Tasmanian Writers
director@taswriters.org.au**Support for Nipaluna/Hobart's nomination as a UNESCO City of Literature**

Nipaluna/Hobart has been a place of Aboriginal storytelling for more than 40,000 years and a centre for literature since European settlement in the early 1800s.

Small by comparison with other Australian states and their capital cities, Nipaluna/Hobart enjoys a disproportionate wealth of works by acclaimed local authors, poets, writers, illustrators and other literary creators.

As a publisher and distributor, Forty South Publishing Pty Ltd supports Nipaluna/Hobart's nomination as a UNESCO City of Literature.

Forty South will use the City of Literature status to expand the readership for our publications and attract international interest for locally published titles. There is also potential for our local authors to develop networks with international writers and engage in literary events that can develop their writing skills. In addition, the chance to improve Tasmania's literacy rate would be the most important benefit of this initiative.

Our contribution will include profiling the City of Literature through *Forty South Tasmania* magazine (online and print) and being an advocate for the City of Literature.

Gaining this endorsement will not only benefit writers and literary organisations but will also enrich the lives of Tasmanians by promoting reading, writing and storytelling.

Lucinda Sharp
Director and Publisher**40**email: lucinda.sharp@fortysouth.com.au
postal address: PO Box 168, Lindisfarne TAS 7015 | office: 22A Maxwells Rd, Cambridge, Tasmania
telephone: 03 6243 1003 | mobile: 0402 122 456 | facsimile: 03 6243 1005

28 April 2023

To whom it may concern,

I am writing in support of Hobart's bid to become a UNESCO City of Literature.

nipaluna/Hobart is a dynamic, creative city which provides many opportunities for people to enjoy reading, writing and storytelling.

There are many successful nipaluna/Hobart-born authors. Many notable authors and literary experts have visited Hobart over the years, and Hobart continues to attract and inspire writers.

Located in the CBD, Hadley's Orient Hotel has hosted several literary events and welcomed many authors in its time, including English novelist Anthony Trollope, Australian novelist, playwright, poet, and autobiographer Hal Porter, poet, novelist, journalist Will Lawson, and Professor of Literature Henry Darnley Naylor. Local newspaper, The Mercury, held annual 'Literary Staff Dinners' at Hadley's from 1929–1934. Nowadays, Hadley's hosts regular reading groups three times per week, and supports the Hobart Writer's Festival.

nipaluna/Hobart is a place where art and literature often inspire each other, such as Tasmanian artist Brigita Ozolins's installations at MONA and around the city.

Hadley's Orient Hotel celebrates storytelling, seeing it as vital for locals and cultural tourism, and would be delighted to see Hobart recognised as a UNESCO City of Literature.

Kind regards,



Dr Amy Jackett

Director of Art and Cultural Experiences
Hadley's Orient Hotel
34 Murray Street Hobart 7000 TAS
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phone: 0438 128 134



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THE ADVANCEMENT OF KNOWLEDGE

The Right Honourable, the Lord Mayor of Hobart, Councillor Anna Reynolds
The Hobart City of Literature Working Group

27 April 2023

By email: director@taswriters.org

Dear Lord Mayor and Hobart City of Literature Working Group,

RE: Hobart UNESCO City of Literature application

I am writing in my capacity as the President of The Royal Society of Tasmania (RST). The Society has been informed that the Hobart City Council is considering supporting an application for Hobart to be recognised as a UNESCO City of Literature. We strongly endorse such an application.

Hobart is ideally suited to be a City of Literature, having a long tradition of literary activity and publications documenting Tasmania's unique island flora, fauna, natural history and culture. The RST has been a strong contributor to Tasmania's literary heritage through its unbroken record of publications every year since 1843, among the longest of any organisation in the Southern Hemisphere. The RST publishes an annual peer-reviewed scholarly journal, the *Papers and Proceedings of the Royal Society of Tasmania*, as well as other special publications from time to time focussing on topics including natural history, early cartography and the physical sciences.

The importance of and interest in RST publications is demonstrated by the fact that in 2022, articles from the *Papers and Proceedings of the Royal Society of Tasmania* were downloaded 78,574 times from the Open Access Repository. Another example is that on Twitter, tweets linked to a 1999 article published in the *Papers and Proceedings of the Royal Society of Tasmania*, 'Charles Darwin's field notes on the geology of Hobart Town – a modern appraisal' reached a global audience of 151,773 people predominantly in Australia, USA, UK, Colombia, Indonesia, Peru and Italy. The RST will contribute to Hobart's profile as a City of Literature by providing an avenue for publication of research in this journal, and by making such articles available online in addition to print.

The RST is an organisation of volunteers interested in promoting 'the advancement of knowledge' with a particular focus on supporting high-quality scientific and historical research. The RST has collected and maintained a Library since its formation. The RST Library comprises early scientific and natural history books and journals, together with a





THE ADVANCEMENT OF KNOWLEDGE

diverse range of early Tasmanian family's documents including letters, photographs, drawings, diaries and maps. The RST Library provides an extremely valuable resource open to community members, researchers and academics in Australia and overseas. Progressive digitisation of items in the RST Library is enabling world-wide access.

City of Literature status would benefit Tasmanians through bringing greater awareness of the RST literary resources and similar resources held by other institutions, and providing the opportunity to participate in the creation of new resources. With regard to the creation of new resources, following its Apology to Tasmanian Aboriginal people in 2021, the RST is actively seeking to more closely involve Tasmanian Aboriginal people in its lecture program, to publish articles by Tasmanian Aboriginal scholars, and to publish articles with a focus on Aboriginal knowledge and perspectives.

I would be grateful if you would bring this statement of support to the attention of the Hobart City Council. We are interested in the Council's decision and keen to participate in this important project.

Yours sincerely,

Professor Jocelyn McPhie FTSE

President
The Royal Society of Tasmania





5 May 2023

Nipaluna/Hobart City of Literature
c/o Tasmanian Writers
director@taswriters.org.au

Support for Nipaluna/Hobart's nomination as a UNESCO City of Literature

Friends of North Bruny (FONB) is pleased to support the bid for Nipaluna/Hobart to be a UNESCO City of Literature.

FONB represents the communities of North Bruny (Great Bay, Killora, Barnes Bay, Apollo Bay and Dennes Point) and supports initiatives that facilitate community wellbeing and inclusiveness. Bruny Island has a rich literary heritage, and continues to be home to many writers, editors and illustrators. The Island's history and dramatic landscapes have been the backdrop to the works of many significant Tasmanian stories.

It is our strong belief that the energy generated by Nipaluna/Hobart becoming a designated UNESCO City of Literature would have positive, flow on effects to surrounding communities such as Bruny Island.

We would contribute to the City of Literature through organising relevant events, talks and activities which support the program at the same time bringing opportunities to our small and isolated communities.

Gaining this endorsement will not only benefit writers and literary organisations but will also enrich the lives of Tasmanians by promoting reading, writing and storytelling.

Simon Allston
Chair
Friends Of North Bruny
friendsofnorthbruny@gmail.com



Nipaluna/Hobart City of Literature
c/o TasWriters

1 May 2023

Like a lot of people who live in Hobart, Tasmania, I do a bit of everything. I'm the founder and CEO of an artisan cheese, beer, and wine business. I'm a farmer. I'm a dad. I'm chair of Brand Tasmania. And I am an author.

There is a powerful literary culture in this city, and it rumbles below so much of this humble place. From the language of the palawa people to international award winners, this is and has always been a special home for storytellers. Joining the UNESCO Creative Cities network, as a City of Literature, would allow us to connect and harness so much of this energy.

Earlier this year, Brand Tasmania launched Little Tasmanian. There are "baby box programs" around the world, where new babies receive material basics when they are born. The Tasmanian version of this is unique in the world: a bag with a board book that tells our story, a library card, and a program based on literacy.

Why?

Fifty-one percent of adult Tasmanians are functionally illiterate. This is one of the reasons I am committed to this effort. It is not simply about celebrating our history and heritage as a literary city. It is also about understanding our culture. This is the one thing no other city on the planet shares with Hobart: who we are. There are uplifting stories about Hobart. There are also tragedies, and the legacy of that tragedy has led to problems that have been difficult to solve.

Our application to become a Creative City is truly about creativity. We can use the imaginative power of storytelling to unify community efforts to reach 100% literacy. We can be a platform for palawa kani and Tasmanian Aboriginal storytelling. We can inspire and encourage young people to read, to write, and to create. We can share what we learn with other Cities of Literature. And we can learn from them.

As an entrepreneur, an author, and as a community member I am delighted to support Hobart's UNESCO City of Literature bid.

Sincerely,

Nick Haddow

Founder / CEO

Island Artisan P/L
trading as Bruny Island Cheese Co. & Bruny Island Beer Co.
GPO Box 949, Hobart, Tasmania. 7001
ABN 27169492862

**14. 4-10 St Johns Avenue New Town - New Town Croquet Club - Lease
Renewal
File Ref: F23/35252**

Report of the Acting Manager Sport and Recreation and the Director City Life of
9 May 2023.

Delegation: Council

REPORT TITLE: 4-10 ST JOHNS AVENUE NEW TOWN - NEW TOWN CROQUET CLUB - LEASE RENEWAL**REPORT PROVIDED BY:** Acting Manager Sport and Recreation
Director City Life**1. Report Summary**

- 1.1. The purpose of this report is to consider a request from the New Town Croquet Club (NTCC) to renew their lease over the New Town Croquet Club, located on Council land at 4-10 St Johns Avenue (off Creek Road), New Town for a period of ten (10) years.
- 1.2. The Club currently utilise the space as a croquet club which includes three (3) croquet lawns and a basic clubhouse facility.

2. Key Issues

- 2.1. The New Town Croquet Club (NTCC) has been in their current site since 1908.
- 2.2. The Club falls on the same property title as New Town Oval, Hobart Netball and Sports Centre and the Buckingham Bowls Club.
- 2.3. The report recommends that the requested ten (10) year lease be approved subject to the required public consultation as is obliged under the *Local Government Act 1993*.
- 2.4. The current lease charges a nominal rental of \$20 per annum, however all new leases where a nominal rental is received require payment of at least \$50 per annum to assist with administration costs.
- 2.5. The Club undertake the required maintenance and obligations as required under the lease.

3. Recommendation***That:***

1. ***A new lease to the New Town Croquet Club over its premises at 4-10 St Johns Avenue, New Town be approved for a period of ten (10) years subject to no objections being received during the statutory community engagement process required under Sections 178 and 179 of the Local Government Act 1993.***
2. ***The lease be provided to the Club at a nominal rental of \$50 per annum on the condition the Club meet all maintenance responsibilities and outgoings.***

3. ***Should any objections be received during the community engagement period, a further report will be provided to the Council.***
4. ***The Chief Executive Officer be authorised to finalise the terms and conditions of the lease.***
5. ***In accordance with the Council Policy 'Grants and Benefits Disclosure' the benefit recognised to the New Town Croquet Club by way of reduced rental as part of the amended lease be disclosed in the City's Annual Report.***

4. Background

- 4.1. The New Town Croquet Club has been located on its current site off Creek Road in New Town since 1908 and is noted as the oldest croquet club in southern Tasmania.



- 4.2. The Club has a consistent membership and provides a unique recreational opportunity to its membership.
- 4.3. The previous lease was signed in 2001 and was held for a period of 20 years. The lease expired on 5 November 2021; however the Club has only just requested renewal.
- 4.4. An inspection of the premises has shown that the Club keeps the property in reasonable condition, and they undertake sufficient maintenance to cover their obligations under the lease.
- 4.5. The current lease requires the Club to pay \$20 per annum, however, are obligated to maintain the leased area and pay for all outgoings. The new lease will require payment of \$50 per annum.
- 4.6. The leased area has been valued by a registered valuer at \$12,400 per annum. The benefit will be recorded in the Council Annual Report.

- 4.7. As the proposal is for a lease exceeding five (5) years it will be required to be publicly advertised as required under section 178 and 179 of the *Local Government Act 1993*, upon which the public will have a minimum of 21 days to provide an objection.
- 4.8. As a minimum, the intention to lease is required to be advertised in the Mercury as well as public notices where the property adjoins public highways.
- 4.9. Should an objection be received, there is an obligation to report back to the Council to determine if the lease should be provided taking into consideration the nature of any objection.

5. Legal, Risk and Legislative Considerations

- 5.1. The new lease agreement will be developed by the City's legal staff and provided to the NTCC prior to signing.

6. Discussion

- 6.1. It is proposed that the requested lease over the New Town Croquet Club be given in-principal approval.
- 6.2. Pursuant to Section 179 of the *Local Government Act 1993*, as the requested lease term exceeds five years, the City undertake community consultation, as required under Section 179 of the Act 'Sale, exchange and disposal of public land'.
- 6.3. It is proposed that subject to no receipt of public objections to the proposed lease, following the community consultation prescribed under Section 179 of the *Local Government Act 1993*, the Chief Executive Officer negotiate the terms of the lease, at a commercial rental.
 - 6.3.1. In accordance with the *Local Government Act 1993*, should any objections be received from the public, a further report will be presented back to the Council.

7. Capital City Strategic Plan

- 7.1. The Capital City Strategic Plan 2019-29 supports the proposal with Strategic outcome 2.3:

Hobart communities are active, healthy and engaged in lifelong learning.

8. Financial Viability

- 8.1. Funding Source and Impact on Current Year Operating Result
 - 8.1.1. Should the lease be approved there will be an increase in income by \$30 for the current financial year.

8.2. Impact on Future Years' Financial Result

8.2.1. Income of \$50 for future years will be received should the new lease be approved.

8.3. Asset Related Implications

8.3.1. The lease conditions will ensure that the Council will remain responsible for the structure of the building, including walls, roof, electrical and plumbing. However, the NTCC will be responsible for all internal fixtures and fittings and will be responsible for all outgoings.

9. Community Engagement

9.1. Pursuant to Sections 179 and Sections 178 of the *Local Government Act 1993*, community consultation be undertaken in accordance with the Act, as listed below:

9.1.1. Notification in the Mercury on at least two separate occasions.

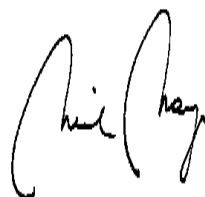
9.1.2. Display of the notification onsite.

9.2. The notifications to advise the public that any objections to the proposed lease may be made to the City within 21 days of the date of the first publication.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Shannon Avery
**ACTING MANAGER SPORT AND
RECREATION**



Neil Noye
DIRECTOR CITY LIFE

Date: 9 May 2023
File Reference: F23/35252

**15. William Keith Eltham Pavilion - Hobart Canine Obedience Club - Lease
Renewal
File Ref: F23/35373**

Report of the Acting Manager Sport and Recreation and the Director City Life of
9 May 2023.

Delegation: Council

**REPORT TITLE: WILLIAM KEITH ELTHAM PAVILION - HOBART
CANINE OBEDIENCE CLUB - LEASE RENEWAL****REPORT PROVIDED BY:** Acting Manager Sport and Recreation
Director City Life**1. Report Summary**

- 1.1. The purpose of this report is to consider a request from the Hobart Canine Obedience Club (HCOC) to renew their lease over a section of the William Keith Eltham Pavilion, Soldiers Memorial Oval, Queens Domain for a period of ten (10) years.
- 1.2. The HCOC currently utilises the space as a clubroom facility to support their use of the Domain Crossroads Oval each Sunday for provision of canine training and obedience sessions.

2. Key Issues

- 2.1. The HCOC have leased a section of the William Keith Eltham Pavilion at Soldiers Memorial Oval on the Queens Domain since the building was constructed in 2016.
- 2.2. The original five (5) year lease period concluded in July 2021; the HCOC have recently made a request for a new lease.
- 2.3. The HCOC are an excellent tenant, and an inspection of the premises demonstrates compliance with lease terms and conditions. The HCOC also partner the Council in education around responsible dog ownership by providing appropriate educational opportunities for residents of Greater Hobart with dogs.
- 2.4. The report is recommending the requested ten (10) year lease be granted to the HCOC subject to the required community consultation.

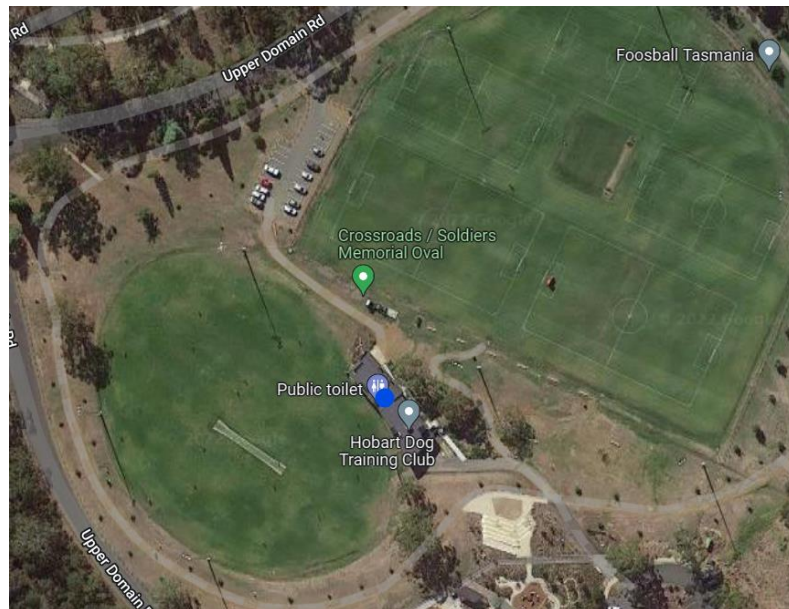
3. Recommendation***That:***

1. ***A new lease to the Hobart Canine Obedience Club for a section of the William Keith Eltham Pavilion at Soldiers Memorial Oval, Davies Avenue, Queens Domain be approved in principle for a period of ten (10) years subject to no objections being received during the statutory community engagement process required under Sections 178 and 179 of the Local Government Act 1993.***
2. ***The lease be provided to the Hobart Canine Obedience Club at a nominal rental of \$50 per annum on the condition the Club meet all maintenance responsibilities and outgoings.***

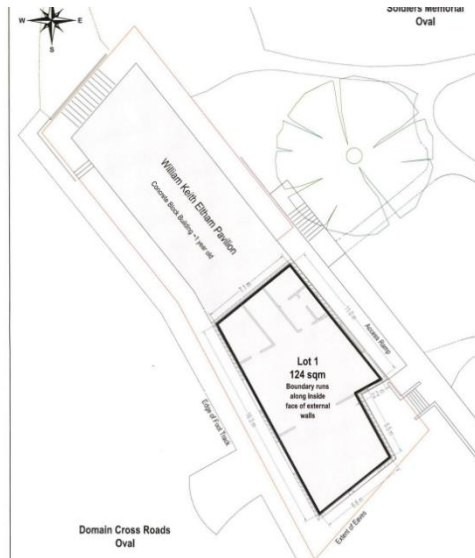
3. ***Should any objections be received during the community engagement period, a further report will be provided to the Council.***
4. ***The Chief Executive Officer be authorised to finalise the terms and conditions of the lease.***
5. ***In accordance with the Council Policy 'Grants and Benefits Disclosure' the benefit recognised to the Hobart Canine Obedience Club by way of reduced rental as part of the amended lease be disclosed in the City's Annual Report.***

4. Background

- 4.1. The William Keith Eltham Pavilion is located at Soldiers Memorial Oval, Queens Domain. The building was constructed in 2015/16.



- 4.2. The area under lease to the HCOC is approximately 124 m2 with the remainder of the building managed by the City to accommodate changerooms, scorers' facilities, public toilets as well as equipment storage.



- 4.3. The initial lease to the HCOC was granted by Council in 2016 and expired in 2021. A month-by-month lease has automatically continued since its expiration.
- 4.4. Previously on the site the HCOC had their own clubrooms which had been constructed over several years utilising club funding. The Club made a financial contribution by way of a grant totalling \$44,000 toward the construction of the building.
- 4.5. The premises is used by the club for meetings, an indoor gathering space for users during bookings, a basic canteen, storage, and provision of toilet facilities (including accessible) for club members. The Club does occasionally allow external use of the facility.
- 4.6. The operation of the HCOC assist the City in delivering the requirements of its *Dog Management Policy 2019-2023* and therefore obligations under the *Dog Control Act 2000*.
- 4.7. The current lease requires the Club to pay \$50 per annum, however they are obligated to maintain the leased area and pay for all outgoings. A recent inspection of the premises notes that the facility is maintained to a very high standard.
- 4.8. The leased area has been valued by a registered valuer at \$12,400 per annum. The benefit will be recorded in the Council's Annual Report.
- 4.9. As the proposal is for a lease exceeding five (5) years it will be required to be publicly advertised as required under section 178 and 179 of the *Local Government Act 1993*, upon which the public will have a minimum of 21 days to provide an objection.
- 4.10. As a minimum, the intention to lease is required to be advertised in the Mercury as well as public notices where the property adjoins public highways.

- 4.11. Should an objection be received, there is an obligation to report back to the Council to determine if the lease should be provided taking into consideration the nature of any objection.

5. Legal, Risk and Legislative Considerations

- 5.1. The new lease agreement will be developed by the City's legal staff and provided to the HCOC.

6. Discussion

- 6.1. It is proposed that the requested lease over a portion of the William Keith Eltham Pavilion by the HCOC be given in-principal approval.
- 6.2. Pursuant to Section 179 of the *Local Government Act 1993*, as the requested lease term exceeds five years, the City undertake community consultation, as required under Section 179 of the Act 'Sale, exchange and disposal of public land'.
- 6.3. It is proposed that subject to no receipt of public objections to the proposed lease, following the community consultation prescribed under Section 179 of the *Local Government Act 1993*, the Chief Executive Officer negotiate the terms of the lease, at a commercial rental.
 - 6.3.1. In accordance with the *Local Government Act 1993*, should any objections be received from the public, a further report will be presented back to the Council.

7. Capital City Strategic Plan

- 7.1. The Capital City Strategic Plan 2019-29 supports the proposal with Strategic outcome 2.3:

Hobart communities are active, healthy, and engaged in lifelong learning.

8. Financial Viability

- 8.1. Funding Source and Impact on Current Year Operating Result
 - 8.1.1. Should the lease be approved, there will be no change to the predicted income for the current financial year.
- 8.2. Impact on Future Years' Financial Result
 - 8.2.1. Income of \$50 for future years will be received should the new lease be approved.
- 8.3. Asset Related Implications
 - 8.3.1. The lease conditions will ensure that the Council will remain responsible for the structure of the building, including walls,

roof, electrical and plumbing. However, the HCOC will be responsible for all internal fixtures and fittings and will be responsible for all outgoings.

9. Community Engagement

9.1. Pursuant to Sections 179 and Sections 178 of the *Local Government Act 1993*, community consultation be undertaken in accordance with the Act, as listed below:

9.1.1. Notification in the Mercury on at least two separate occasions.

9.1.2. Display of the notification onsite.

9.2. The notifications to advise the public that any objections to the proposed lease may be made to the City within 21 days of the date of the first publication.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Shannon Avery
**ACTING MANAGER SPORT AND
RECREATION**



Neil Noye
DIRECTOR CITY LIFE

Date: 9 May 2023
File Reference: F23/35373

**16. Domain Athletic Centre Function Room and Buildings - Athletics
Tasmania - Lease Renewal
File Ref: F23/35407**

Report of the Acting Manager Sport and Recreation and the Director City Life of
9 May 2023.

Delegation: Council

REPORT TITLE: DOMAIN ATHLETIC CENTRE FUNCTION ROOM AND BUILDINGS - ATHLETICS TASMANIA - LEASE RENEWAL**REPORT PROVIDED BY:** Acting Manager Sport and Recreation
Director City Life**1. Report Summary**

- 1.1. The purpose of this report is to consider a request from Athletics Tasmania (AT) for a new lease over several buildings located at the Domain Athletic Centre.
- 1.2. Athletics Tasmania play a valuable role in governing athletics in the State which has very high participation.

2. Key Issues

- 2.1. Athletics Tasmania built the function room facility at the Domain Athletics Centre in 2000 and have held a lease over the upper level of the building since that time.
- 2.2. They also lease three separate storage areas as well as the Athletics administrative building.
- 2.3. The current 21-year lease expired in December 2022 and a lease of a further five (5) years has been requested. It is noted that the shorter lease period indicates a desire from Athletics Tasmania to improve facilities on the site in the near future.
- 2.4. It is proposed that the requested five (5) year lease be at a nominal rental of \$50 per annum be approved.

3. Recommendation***That:***

- 1. A new lease to Athletics Tasmania over several buildings within the Domain Athletic Centre Davies Avenue, Hobart be approved for a period of five (5) years.***
- 2. The lease be provided to Athletics Tasmania at a nominal rental of \$50 per annum on the condition that they meet all maintenance responsibilities and outgoings.***
- 3. The Chief Executive Officer be authorised to finalise the terms and conditions of the lease.***

- 4. In accordance with the Council Policy 'Grants and Benefits Disclosure' the benefit recognised to Athletics Tasmania by way of reduced rental as part of the amended lease be disclosed in the City's Annual Report.**

4. Background

- 4.1. Athletics Tasmania has leased its current footprint at the Domain Athletic Centre since 2001 when significant investment into the existing building was progressed.

AT obtained funding to building a function room, commercial kitchen and offices above the existing changerooms and were granted a 21-year lease to recognise the investment into the facility.

- 4.2. Since the granting of the initial lease, AT have also invested in a new equipment storage shed which they now wish to include as part of the lease renewal.

- 4.3. The lease covers five (5) different buildings or part thereof as shown on the aerial photo below:



- 4.4. The lease includes the full footprint of all the buildings shaded in blue, except for the main building, in which only the top floor will be under lease. The City will continue to operate the lower level which includes changerooms and public toilets.

- 4.5. The buildings under the lease are used for the purpose of serving the athletics community which include a function room, commercial kitchen, meeting room, offices, storage, operations room, and a gym facility (not used commercially just by Athletics members).
- 4.6. An inspection of the premises has shown that AT keeps the property in very good condition, and they undertake sufficient maintenance to cover their obligations under the lease.
- 4.7. The current lease requires AT to pay \$20 per annum, however, are obligated to maintain the leased area and pay for all outgoings. The new lease will require payment of \$50 per annum.
- 4.8. The leased area has been valued by a registered valuer at \$57,500 per annum exc GST. The benefit will be recorded in the Council Annual Report.
- 4.9. The lease request does not exceed five (5) years as such it will not need public advertising.
- 4.10. It should be noted that AT are looking to progress a masterplan in the coming years, and the reason for the shorter proposed lease is allow for possible changes to building footprints.
- 4.11. The City currently operates and maintains the athletics track and will continue to do so.

5. Legal, Risk and Legislative Considerations

- 5.1. The new lease agreement will be developed by the City's legal staff and provided to Athletics Tasmania, prior to signing.

6. Discussion

- 6.1. It is proposed that the requested lease over several buildings at the Domain Athletic Centre be granted to Athletics Tasmania.
- 6.2. As the governing body for Athletics within the State it is logical the lease for these facilities sits with AT.
- 6.3. AT have proven to be a good tenant with the condition of these facilities kept to the highest standard.

7. Capital City Strategic Plan

- 7.1. The Capital City Strategic Plan 2019-29 supports the proposal with Strategic outcome 2.3:

Hobart communities are active, healthy, and engaged in lifelong learning.

8. Financial Viability

8.1. Funding Source and Impact on Current Year Operating Result

- 8.1.1. Should the lease be approved, there will be no change to the predicted income for the current financial year.

8.2. Impact on Future Years' Financial Result

- 8.2.1. Income of \$50 for future years will be received should the new lease be approved.

8.3. Asset Related Implications

- 8.3.1. The lease conditions will ensure that the Council will remain responsible for the structure of the building, including walls, roof, electrical and plumbing. However, AT will be responsible for all internal fixtures and fittings and will be responsible for all outgoings.

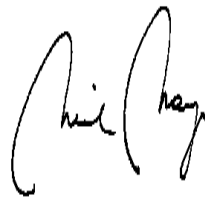
9. Community Engagement

- 9.1. As the lease term does not exceed five (5) years, no community engagement is required under the *Local Government Act 1993* to renew this lease.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Shannon Avery
**ACTING MANAGER SPORT AND
RECREATION**



Neil Noye
DIRECTOR CITY LIFE

Date: 9 May 2023
File Reference: F23/35407

17. Criterion House - Flower Room Co-op - Review of Lease Rent
File Ref: F23/30778

Report of the Manager Community Programs and the Director Connected City
of 12 May 2023 and attachments.

Delegation: Council

**REPORT TITLE: CRITERION HOUSE - FLOWER ROOM CO-OP -
REVIEW OF LEASE RENT****REPORT PROVIDED BY:** Manager Community Programs
Director Connected City**1. Report Summary**

- 1.1. This report details a request by the Flower Room Co-operative (Co-op) for reduction in rent that they currently pay to the Council to lease the purpose-built space in Criterion House at 108 -110 Bathurst Street. The request is shown at **Attachment A**.
- 1.2. In recognition of the Council's ongoing support, and the Flower Room's slightly improved financial position in during 2021, when negotiating their new lease agreement in October of that year, the Co-op proposed to pay an increase of 40 per cent on their previous rental for the new lease period.
- 1.3. As detailed in their correspondence, unfortunately the sale of produce has reduced and accompanying this reduction in turnover, business costs have increased.
 - 1.3.1. This includes insurance premiums increasing by 60%, as well a need to increase the honorarium paid to Co-op volunteers that covers their incurred costs. These increases include increased parking costs, due to changes to early bird and free parking arrangements at the City's carparks.
- 1.4. The Flower Room are therefore seeking to have their lease cost reduced to the same level as previously paid rather than the 40% increase implemented following the lease renewal in 2021.
 - 1.4.1. The Flower Room currently pay rental of \$7,566.10, (GST exclusive) per annum, to be adjusted annually for CPI.
 - 1.4.2. Prior to the charge in 2021, the previous rental amount had been \$5,404 (GST exclusive) per year.
- 1.5. In consideration of the community benefit, long standing history and purpose built nature of the space, it is proposed that Council approve the lease renewal for a three (3) year period with a two (2) year option, at the reduced cost of \$5,404 (GST exclusive) with an annual CPI adjustment, subject to the conditions of the lease being to the approval of the Chief Executive Officer.

2. Key Issues

- 2.1. The Co-op is a volunteer-based organisation that has been operating since 1943 and has operated from this facility for the past ten years. It operates with large volunteer base and sells low cost vegetables, flowers, garden produce, baked goods and craft items to the Hobart community.
- 2.2. The Co-op runs the Flower Room and has been successfully operating at Criterion House for the past ten years at a subsidised rental.
- 2.3. The Flower Room is a highly valued and recognised co-operative that provides a great source of community connection for volunteers, producers and customers as well being unique as a place in the centre of the CBD to purchase low cost flowers, vegetables, fruit and hand-made produce.

Recommendation

That:

1. ***In consideration of the community benefit, long standing history and purpose-built nature of the space, the Council grant a lease to The Flower Room for that part of 108-110 Bathurst Street shown in orange on the plan attached at Attachment A to this report for a three (3) year period with a two (2) year option, commencing at the reduced rent of \$5,404 (GST exclusive) and adjusted annually for CPI.***
2. ***In accordance with the Council Policy 'Grants and Benefits Disclosure' the reduced rent to The Flower Room be disclosed in the City's Annual Report.***
3. ***The Chief Executive Officer be authorised to finalise the terms and conditions of the lease.***

3. Background

- 3.1. The Flower Room Co-op is a volunteer-based community organisation that has been in operation in Hobart since 1943.
- 3.2. The Co-op was started to help Tasmanian families impacted by food rationing during World War II. The organisation now provides low cost cut flowers, vegetables, cakes and preserves as well as craft goods to the people of Hobart each weekday.
 - 3.2.1. The Co-op is a highly valued and important source of low cost and accessible food produce in the centre of the city.
 - 3.2.2. It is an excellent example of a well-managed, community driven organisation that promotes connection and community resilience.
- 3.3. The Co-op has an active volunteer board who maintain a high standard of organisational management, customer service and community focus.
- 3.4. The board of the Co-op is supported by their large and active group of greater Hobart volunteers.
 - 3.4.1. Volunteer activities that help to contribute to keeping the shop open include managing and staffing the shop as well as growing, baking and making goods for sale.
 - 3.4.2. The Co-op has previously had a strong customer base, including many older people who visit the city regularly just to buy fresh produce and engage with volunteers of the Flower Room.
- 3.5. Co-located in Criterion House with the Goodstart Early Learning Centre and the Catholic Women's League, the Co-op's proximity to Mathers House, contributes to a strong sense of community activity and cohesion in Mathers Lane.
 - 3.5.1. The Co-op opens up onto Mathers Lane and has flower and plant displays at the door improving ambience and providing passive surveillance over the area.
- 3.6. Prior to moving into Criterion House in 2011, the organisation leased a series of private facilities in various locations throughout Hobart. When they were faced with eviction in 2009, the City provided assistance with finding a suitable location.
- 3.7. As part of the refurbishment of Mathers Lane in 2010 the City was successful in securing grant funding to design and construct a purpose-built facility for the Co-op to ensure their longevity in the City.
 - 3.7.1. The Flower Room facility includes shopfront, office and sorting room and shares toilet facilities with the childcare centre.

- 3.8. The Co-op was granted a lease over the new venue at Criterion House on 22 July 2011 at a reduced rental of \$5,160 (GST exclusive) rental for a period of five (5) years with a five (5) option.
- 3.8.1. With CPI increases over the ten-year period, the current lease the co-operative paid in 2021 was \$5,404 (GST exclusive) per year.
- 3.9. During the height of COVID-19 in 2020, the Co-op was granted rental relief under COVID-19 Disease Emergency (Commercial Leases) Act 2020 (Tas).
- 3.10. The Co-op is an excellent tenant and always complies with the conditions of the lease agreement to a consistently high standard.
- 3.11. The lease agreement for the Flower Room is similar to those in place for a number of community organisations where reduced rent is paid, with operational management and maintenance responsibilities for the internal areas of the facility being undertaken by the lessee.
- 3.12. A request to continue to lease The Flower Room venue at an increased rental amount of \$7,566.10 (GST exclusive) per annum was received by Council staff in June 2021. **(Attachment B)**
- 3.13. At the time of the request to continue the lease, in a 'gesture of good will' the Co-op offered to increase their rental by 40 per cent from \$5,404 to \$7,566.10 (GST exclusive) per annum.
- 3.14. Saunders and Pitt provided a market valuation of the facility on 17 March 2021. The market rental value for the space determined by the valuer at that time was \$13,560 (GST exclusive) per annum.
- 3.15. Based on the new rent amount proposed by the Co-op and the most recent valuation, a benefit of \$5,993.90 (GST exclusive) per annum (with CPI adjustment) was endorsed by Council
- 3.15.1. As with all such benefits, this amount is to be noted in the Annual Report in accordance with the Council's policy in respect to grants and benefits disclosure.
- 3.16. In accordance with Council's request for improved due diligence relating to leasing to not for profit organisations, and in line with the Wise, Lord & Ferguson Accountancy and Advisory recommendations, additional information relating to the operations of The Flower Room Co-operative was provided and assessed. This information included:
- (a) evidence of either ACNC or CBOS registration;
 - (b) a list of all past and present directors or committee members (whichever is relevant in the circumstances);

- (c) details of all related parties, transactions and arrangements in place;
- (d) disclosure of any conflicts of interest within the governance of the organisation (including the provision of services); and
- (e) a written undertaking from the directors or committee members of the organisation warranting they are a not-for-profit organisation, they comply with the policy, the completeness of the information provided and the accuracy of that information.

4. Legal, Risk and Legislative Considerations

- 4.1. The new lease agreement would be developed by the Council's Legal Officers.
- 4.2. Any lease agreement would require the lessee to hold public liability insurance for the full term of the lease.

5. Discussion

- 5.1. The Co-op is a unique volunteer organisation that has a very proud history in Hobart.
- 5.2. Having been in operation for 80 years and begun as a result of the food shortages during WW2, the co-operative has adapted and changed with the times.
- 5.3. With an active, diverse and strong volunteer base it is an organisation that provides social inclusion opportunities for its members as well as helping to create a welcoming, safe and beautiful space in the centre of Hobart.
- 5.4. The Flower Room has a strong customer base and provides a very important role in providing low cost, accessible vegetables, fruit, plants, flowers, preserves, baked goods etc. in the centre of the City.
- 5.5. As outlined in Attachment A the board of The Flower Room has indicated that since approval by Council in 2021 to continue the lease and increase the rent, the sale of goods has significantly decreased.
 - 5.5.1. The Co-op refers to the reopening of Tasmanian borders, as part of the Tasmanian government's management of the Covid-19 outbreak in relation to this drop in income.
 - 5.5.1.1. A significant number of Co-op members and customers are older people, many of whom have reduced their social contact in response to a perceived increase risk to contracting Covid-19.
 - 5.5.1.2. It should be noted that at the time of the borders reopening there was a noticeable decrease in

patrons, who are a similar demographic, at the City's Mathers House Positive Ageing Centre as well.

- 5.6. According to the Co-op, accompanying this reduction in turnover has been an increase in business costs.
 - 5.6.1. This includes insurance premiums increasing by 60%, as well as a need to increase the honorarium paid to Co-op volunteers, in order to cover increased parking costs, due to changes to early bird and free parking arrangements at the City's carparks.
- 5.7. As determined by the Council in October 2021, the leased area is currently provided at a subsidised annual rent of \$7,566.10 (GST exclusive) per annum.
- 5.8. The current request by the Co-op is to reduce the rent to the previous amount of \$5,404 (GST exclusive) per financial year.
- 5.9. It is proposed that the City reduce the rental of the purpose-built premises of The Flower Room Co-op from the current amount of \$7,566.10 (GST Exclusive) to \$5,404 (GST Exclusive) per annum (with CPI adjustment).
- 5.10. In accordance with the Council Policy 'Grants and Benefits Disclosure' the benefit of \$8,156 (GST Exclusive) (with CPI adjustment) recognised to The Flower Room by way of reduced rental as part of the new lease be disclosed in the City's Annual Report.
- 5.11. That the Chief Executive Officer be authorised to finalise the terms and conditions of the lease.
- 5.12. Subject to approval, the Council's Legal and Property Unit would develop a new lease agreement for signing by both parties
- 5.13. Should Council approve this request by the Co-op to reduce the rent, this would see the forecast rental to the City reduced by approximately \$540 (GST exclusive) for the 2022-2023 financial year.

6. Hobart: A Community Vision For Our Island Capital

6.1. 1.2 OUR PLACE IS OUR IDENTITY

1.2.2 We have a sense of connection to place and community that gives meaning to our lives. We recognise the strength in those who are committed to this place - because of what it is and who we can be here.

1.3 WE EMBRACE OUR CITY'S UNIQUE BEAUTY AND WONDER

1.3.3 We create and retain spaces where people feel connected with Hobart, each other and the environment, where we are safe, engaged and inspired.

2.3 WE ARE CONNECTED

2.3.1 Enhanced by its human scale, Hobart thrives on connectedness - to each other, our places and spaces, our services and activities. We create opportunities for new connections to develop

7. Capital City Strategic Plan

7.1. This proposal is consistent with the *Capital City Strategic Plan 2019-29*, particularly:

Objective 2.2.3 - Provide and support activities and programs that celebrate diversity to reduce social isolation and build social cohesion

Objective 2.2.6 - Identify those people in the community who are most disadvantaged, excluded and vulnerable and develop appropriate initiatives to address their issues, in partnership with stakeholders

Objective 2.2.7 - Ensure all community members have the opportunity and capacity to access City of Hobart information, services and programs

Objective 2.4.6 - Deliver and support initiatives, activities and programs that build community resilience, wellbeing and safety

Objective 3.3.5 - Support community participation in creative and cultural pursuits, as hobbyists and as emerging and professional practitioners.

8. Financial Viability

8.1. Funding Source and Impact on Current Year Operating Result

8.1.1. Should the Council resolve to reduce the rental associated with the lease of The Flower Room, projected income to the City for the current financial would decrease by approximately \$540 (GST Exclusive).

8.2. Impact on Future Years' Financial Result

8.2.1. The rental of \$5,404 (GST Exclusive) per annum would be subject to CPI increases each year.

8.3. Asset Related Implications

8.3.1. This proposal continues the existing asset management and maintenance arrangements.

9. Sustainability Considerations

9.1. It is considered that the reduction in rental would support the ongoing viability and sustainability of The Flower Room Co-op who have successfully operated in the City for the past 80 years.

10. Community Engagement

- 10.1. In the preparation of this report consultation has taken place with the Legal and Property Unit, Inclusive City Program Leader, as well as members of The Flower Room Board.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.






Kimbra Parker
MANAGER COMMUNITY PROGRAMS



Jacqui Allen
DIRECTOR CONNECTED CITY

Date: 12 May 2023
File Reference: F23/30778

Attachment A: The Flower Room - Request for Reduced Rental Cost ↓ 
Attachment B: The Flower Room - Request for Lease 2021 ↓ 
Attachment C: The Flower Room Lease Area ↓ 

Kelly Grigsby,

Chief Executive Officer of the City of Hobart

Town Hall, Macquarie St
GPO Box 503
Hobart, Tasmania, 7001

Dear Ms Grigsby,

We are writing to you on behalf of the Board of the Hobart Flower Room, with a request to renegotiate the monthly rental fee contained in our lease with the Council.

The Flower Room is a historic Hobart institution, a cooperative formed in 1943 made up of 70 members with a volunteer board, which operates the Flower Room shop in Mathers Lane selling our members home grown and homemade produce.

For more than 10 years the Flower Room has leased a portion of Criterion house from the Council in the Mathers precinct.

When the original lease expired late last year, as a gesture of goodwill the board offered to pay a 40% increase in our monthly rental.

Since our initial offer was made, our financial circumstances have changed significantly.

The reopening of Tasmanian borders in December 2021 to interstate travel and the resulting large numbers of Covid cases in the community saw traffic in the city and into the Flower Room markedly drop. The sale of our members flowers, fresh fruit and veg, jams, preserves and craft all suffered. We have attached a graph illustrating the reduction in turnover since the reopening of the Tasmanian borders, in early December 21, compared to the previous year. Please see the charts below.

At the same time as our sales have slowed, due to a range of circumstances beyond our control, our expenses have risen significantly.

The board is faced with the need to increase the daily honorarium we provide to our volunteers to cover the cost of lunch, travel into the city and parking. The reduction in the 2-hour free parking and the loss of Early Bird parking in the Council car parks now means that our current daily allowance of \$20 per volunteer falls short of the daily parking fee. The result is that our volunteers are now out of pocket when coming to work in the Flower Room, a circumstance that is very difficult to sustain and the risk is that we are losing vital volunteers to keep the shop open.

We are very mindful that the Flower Room provides a valuable service to our members, by encouraging connectedness and social engagement, and are very keen to keep our volunteers as actively engaged in the Flower Room as possible. (It takes 600 volunteer days to keep the Flower Room operating five days a week, fifty weeks a year.)

Also, as with most businesses our costs are higher, for example our insurance premium is in the order of 60% higher.

In summary, we respectfully request that we return to the monthly rental contained in our previous lease (of \$494.40 inc. GST per month), and we offer an annual cpi increase as a part of the terms.

The Board has been and is investigating ways to raise the profile of the Flower Room, ways to generate more foot traffic into the shop and ways to broaden our customer base to secure the ongoing financial viability of the Flower Room in the light of these broader challenges.

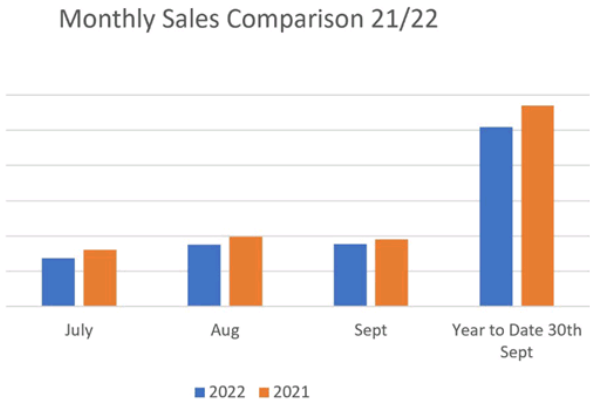
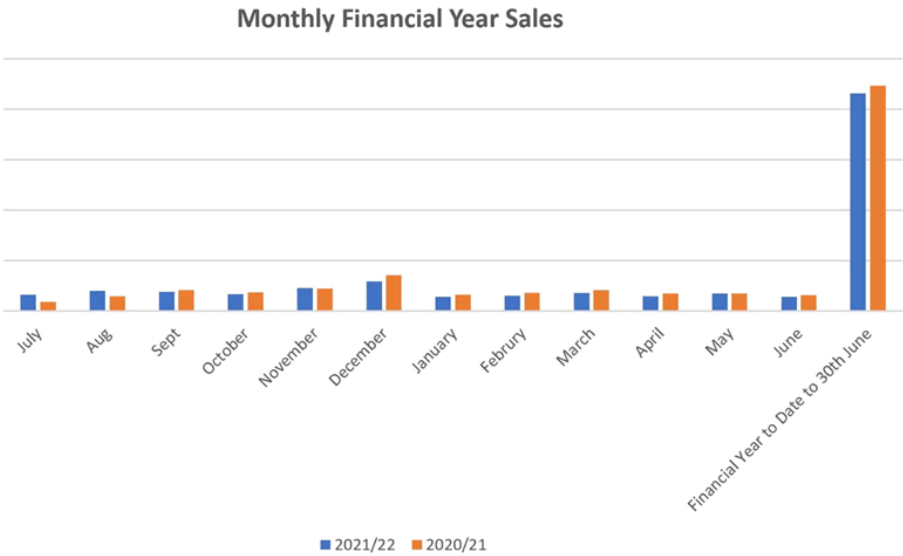
We are very happy to discuss this letter, thank you for your consideration,

Sally Dakis

John Reid

Chairperson

Treasurer.



The graphs above show a comparison between months of the Revenue from the Flower Room Shop since July 2021. When the Tasmanian Border reopened in December 2021 we noticed a significant decline in customer traffic through the shop. This decline in traffic has had a significant negative impact on the Revenue generated through the shop, compared to the same period in the previous year. For the period of December 2021 to the end September 2022 the decline in Revenue is 12.25%.

John Reid

Treasurer

May 6, 2021.

Tim Short,
Acting General Manager,
Hobart City Council

Dear Mr Short,

Re: Renewal of the Flower Room lease.

I am writing to you in relation to the new lease to be signed between the Hobart City Council and The Flower Room cooperative.

The Hobart City Council's support over the past ten years, providing purpose-built premises in Mathers Place, has been greatly appreciated. We recognise that without this support, the future of the Flower Room was very much in doubt. Having high profile premises with security of tenure has effectively allowed the Flower Room to focus on serving its members and its customers and to consolidate its 75-year long history.

The ethos of the Flower Room cooperative is about promoting home industries; flower, fruit and vegetable growing, craftwork and home cooking. It does so with a strong commitment to collegiality, friendship and social welfare.

Despite the challenges of Covid 19, our ageing volunteers and rising costs, we strongly believe there is an important need for the work we do, it is not all about affordable flowers, fruits and cakes! It is equally important in encouraging participation and contribution to society, overcoming social isolation, networking, and encouraging physical activity.

We appreciate that the commercial valuation of the premises is significantly higher than our current lease and is beyond our means.

We would like to respectfully propose that the Flower Room maintains its current lease payments and request that the Hobart City Council consider providing ongoing support in recognition of the community services that we provide.

Over the past few years, the Flower Room has undergone significant 'modernisation', and this has accelerated with the arrival of Covid 19. With many of our volunteers in the 'at risk' category, we have recruited and trained many new volunteers, developed Covid Safety procedures, and trained both new and long serving volunteers in Covid preparedness. Remarkably our volunteer numbers are now more robust than before Covid.

We were successful in winning a \$1,000 grant from the Premier's Discretionary Fund to purchase a computer, the first in the 75-year history of the Flower Room! We now have electronic records of our member details, rosters, and board operations and we have developed software that significantly speeds up our weekly member payments.

We have stepped up our communications strategy, with a new Flower Room email address, a Flower Room Facebook page, a regular monthly newsletter to all members, and an irregular email to all shop volunteers. We are about to go to print with a new Members Booklet, summarising all that the Flower Room is and what it means to be a member and volunteer. Knowledge of the Flower Room's operations, rules and procedures are shared across many members, so it has proved to be quite an undertaking to capture it all into one document! Importantly, the board is developing policies on a range of issues that promote good governance, banking procedures, code of behaviour, resolving conflict, privacy etc.

We have held several highly successful social functions; an afternoon tea in the home and garden of one of our 3rd generation members, a Christmas luncheon at our own farm at Richmond and recently, a morning tea celebrating our 10th anniversary in Mathers Place. We have issued awards recognising our longest serving members, some with 40 years continuous membership. We are planning a winter get-together with a guest speaker in mid-June.

One of our longer-term goals is to capture, while we can, as much of the history of the Flower Room as possible, undertaking in the first instance, an oral history of past members, office bearers and contributors to the Flower Room.

The closure of the Flower Room because of Covid 19 reminded and reinforced to us the value of our institution.

On the reopening, many of our customers commented on how pleased they were that the shop was operating again. Such is their loyalty; our regular customers know which volunteers are in the shop and on which day. This message posted on Facebook by customer Tracy Ikin "Lovely to see Renata this morning and to see all the other ladies returning. I have missed them all".

Customers have even become members because they love the atmosphere and want to be part of it.

The Flower Room is known as a place for helping people; someone needs a jumper sewn together, a special cake for a special occasion, a quilt mended, darning a precious jumper, making aprons for a special needs person. All real examples.

Our secretary, Valmai, recently crocheted blankets for surrogate twins born in Russia. Before "Covid" many hugs were exchanged for happy and sad times. One elderly lady comes every fortnight to purchase flowers to place on the grave of her daughter. Many family stories are shared and at other times, it's about support, understanding and a smile.

One of our longest serving members, Elaine is one of two 90-year-old members and remains an avid gardener, supplying flowers and potted plants from her garden in Lindisfarne. Another member, an artist who works from home, describes herself to me as an introvert, and yet I have seen how warm and outgoing she is when volunteering in the Flower Room.

Another member told me how happy she was that the Flower Room was reopening after closure due to Covid 19. She felt that had the closure gone on much longer, she was fearful that she would have lost the confidence to drive into Hobart any longer.

Another member Fay had this to say when featured in recent newsletter. "The best thing about the Flower Room is that I have made friends and some of them have become close friends. There is also a nice connection with the people who work and shop in the Flower Room.

"People everywhere are so busy these days but not in the Flower Room where volunteers still take time to speak with the customers and there are regular customers who visit each week."

In summary, The Flower Room is a unique institution with a heritage we aim to preserve and promote. We wish to acknowledge the generous support of the Hobart City Council and would be delighted to continue to be a part of a vibrant Mathers Place precinct.

Yours sincerely,

Sally Dakis

Chair of The Flower Room.



**18. 129 Derwent Park Road (Lutana Quarry) - Lease - Southern Waste
Solutions - Extension Proposal
File Ref: F23/44474; 2016-0192**

Report of the Cleansing & Solid Waste Policy Coordinator, the Manager City Resilience and the Director City Life of 9 May 2023 and attachment.

Delegation: Council

**REPORT TITLE: 129 DERWENT PARK ROAD (LUTANA QUARRY) -
LEASE - SOUTHERN WASTE SOLUTIONS -
EXTENSION PROPOSAL**

REPORT PROVIDED BY: Cleansing & Solid Waste Policy Coordinator
Manager City Resilience
Director City Life

1. Report Summary

- 1.1. The purpose of this report is to consider a request from Southern Waste Solutions (SWS) to extend its lease period, and lease area, at 129 Derwent Park Road (known as the Lutana Quarry) that is jointly owned by the City of Hobart and City of Glenorchy
 - 1.1.1. The Council, at its meeting held June 2021, agreed to an additional 5 year option, commencing 1 November 2028.
 - 1.1.2. SWS are seeking a further 10 year extension from November 2033 to end October 2043, to provide a minimum lease period of 20 years to provide certainty in tenure of the site to develop the site.
 - 1.1.3. SWS have requested to lease additional portions of the property not currently within the lease footprint.

2. Key Issues

- 2.1. City jointly owns the property at 129 Derwent Park Road, Derwent Park (known as the Lutana Quarry) with the Glenorchy City Council.
- 2.2. Part of this property (shown as Lot 2 on the plan included as **Attachment A**) has for many years been leased by the Copping Refuse Disposal Site Joint Authority, trading as Southern Waste Solutions ("SWS") and used as a waste transfer station.
- 2.3. The current lease is due to expire at the end of October 2033, with the Councils in June 2021 agreeing to a 5-year addition to the previous option.
- 2.4. SWS has subsequently requested a further 10-year option, to secure a longer period of tenure to the site. SWS has also requested that the lease area be expanded to include 2 additional parcels of land, shown as 'Lease Area Lot 1', and 'Lease Area Balance' on Attachment A.

3. **Recommendation**

That:

1. ***The Copping Refuse Disposal Site Joint Authority, trading as Southern Waste Solutions, be granted an additional 10-year option (commencing 1 November 2033) in relation to the property on the plan included as Attachment A.***
2. ***The option be subject to a market rent review upon it being exercised.***
3. ***The Chief Executive Officer be authorised to negotiate and agree the terms of any agreement to give effect to the Council's decision.***

4. **Background**

- 4.1. The Council, at its meeting held on 16 June 2021, resolved the following:

That:

 1. *The Copping Refuse Disposal Site Joint Authority, trading as Southern Waste Solutions be granted an additional 5-year option (commencing 1 November 2028) in relation to the property shown as Lot 2 on the plan included as Attachment A.*
 2. *The option be subject to a market rent review upon it being exercised.*
 3. *The General Manager be authorised to negotiate and agree the terms of any agreement to give effect to the Council's decision.*
- 4.2. SWS has subsequently undertaken further planning for the future of the site, and now requests a minimum 20-year tenure to support a business case for development of the site.
- 4.3. As a result SWS has requested a further 10-year option, to secure a lease of the site through until 2043.
- 4.4. The property is jointly owned by the City of Hobart and the Glenorchy City Council.
- 4.5. The Glenorchy City Council is supportive of the extension of the term of the lease as now requested.
- 4.6. The property is surplus to the needs of the City of Hobart.

- 4.7. It is likely that the rental income to the City will increase due to an increased rental area. This rental income will be secured for a 20-year period.

5. Discussion

- 5.1. SWS will be advised of the Council's decision and the two Councils (City of Hobart and Glenorchy City Council) will work together to develop the new lease agreement.
- 5.2. The recommendation included in this report provides delegation for the CEO to negotiate the terms of the lease.
- 5.3. During the course of agreement negotiations, the CEO will consult with relevant stakeholders including other Council's and the waste and recycling industry to ensure optimal use of the site.
- 5.4. An ongoing presence of the SWS operations within close proximity of the City of Hobart presents strategic benefits for the Council in determining future directions of its waste management program post the closure of the McRobies Gully land fill site in 2030. By not agreeing to this request SWS may choose to relocate this improved waste transfer facility further from the City of Hobart.

6. Capital City Strategic Plan

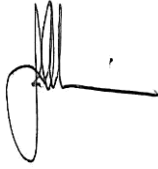
- 6.1. The City's Strategic Plan 2019-2029 is supported through Pillar 8

Strategy 8.2.1 - Work with neighbouring councils to optimise opportunities.

7. Financial Viability

- 7.1. Funding Source and Impact on Current Year Operating Result
- 7.1.1. The City receives a 50% share of the current rental income for the leased area of \$79,800.72 per annum.
- 7.2. Impact on Future Years' Financial Result
- 7.2.1. The annual rental is the subject of CPI adjustment.
- 7.2.2. The rental will also be the subject of a market review upon the exercising of the additional extensions granted.
- 7.3. Asset Related Implications
- 7.3.1. Nil.

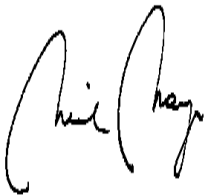
As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Jeff Holmes

**CLEANSING & SOLID WASTE POLICY
COORDINATOR**

Christopher Kuchinke

MANAGER CITY RESILIENCE

Neil Noye

DIRECTOR CITY LIFE

Date: 9 May 2023
File Reference: F23/44474; 2016-0192

Attachment A: Lease Areas 129 Derwent Park Road ↴ 

Attachment A – Lease Areas 129 Derwent Park Road



19. Dress for Success Hobart Inc - Lease Renewal
File Ref: F23/14513; 15/153-603

Report of the Director Connected City of 12 May 2023 and attachments.

Delegation: Council

REPORT TITLE: DRESS FOR SUCCESS HOBART INC - LEASE RENEWAL**REPORT PROVIDED BY:** Director Connected City**1. Report Summary**

- 1.1. The purpose of this report is for Council to consider a proposal to renew the lease for Dress for Success Hobart Incorporated (DSH) on the fourth floor of the Hobart Council Centre, with an increase in the floor area and rental amount.
- 1.2. DSH is the Hobart branch of the Dress for Success worldwide charity that empowers women to achieve economic independence by providing a network of support, professional attire and the development tools to help women thrive in work and in life.
- 1.3. DSH has leased office space on the fourth floor of the Hobart Council Centre since July 2019. The original lease was for a term of one year at a peppercorn rate, with an additional one year option.
- 1.4. DSH outgrew the original lease area on the fourth floor of the Hobart Council Centre. On 16 November 2021, the Council approved a further one year lease with a one year option for the area shown at **Attachment A**. There has been ongoing discussions with DSH and the lease has not been finalised.
- 1.5. DSH is now seeking a larger floor space for a proposed two year lease term (with a further one year option) at a value of \$10,000 (GST Exclusive) per annum.
- 1.6. During the period of the new lease, DSH would assess the growing needs of the business in line with its capacity to pay more commercially aligned rent.

2. Key Issues

- 2.1. DSH is the Hobart branch of the Dress for Success worldwide charity. It is a worldwide not-for-profit, operating in more than 150 locations across the globe with sites in Melbourne, Sydney, Perth, Adelaide and Brisbane.
- 2.2. The Partnership between the City of Hobart and DSH provides an excellent opportunity for positive public relations to increase awareness of the work of DSH but also to inform the community of the work of the Council in supporting local initiatives like DSH.

3. **Recommendation**

That:

1. ***The Council grant a lease of the area on level four of the Hobart Council Centre building as shown in the plan at Attachment A to this report to Dress for Success Hobart Incorporated for a term of two years together with a one year option. The rent for the lease to be not less than \$10,000 (GST exclusive) per annum.***
2. ***The Chief Executive Officer be authorised to negotiate and agree to the final terms of the lease.***
3. ***The reduced rental be recorded in the Council's Annual Report in accordance with the Council's policy 'Leases to Non-Profit Organisations'.***

4. **Background**

- 4.1. DSH is the Hobart branch of the Dress for Success worldwide charity. It is a worldwide not-for-profit, operating in more than 150 locations across the globe with sites in Melbourne, Sydney, Perth, Adelaide and Brisbane.
- 4.2. DSH empowers women to achieve economic independence by providing a network of support, professional attire and the development tools to help women thrive in work and in life.
- 4.3. DSH has leased office space on the fourth floor of the Hobart Council Centre since July 2019. The original lease was for a term of one year at a peppercorn rate, with an additional one year option.
- 4.4. In May 2020 the General Manager approved an additional one year lease term with an increase in the rental to \$1,200 per annum (\$1,090.80 GST exclusive), expiring on 31 July 2021. This renewal included an increase of space to incorporate a storeroom area.
- 4.5. DSH outgrew the original lease area on the fourth floor of the Hobart Council Centre. On 16 November 2021, the Council approved a further one year lease with a one year option for the area shown at **Attachment A**. There have been ongoing discussions with DSH and the lease has not been finalised.
- 4.6. DSH is looking to expand its service footprint, deliver outreach programs into communities where the need is clearly demonstrated, and further develop and refine the process of measuring the economic and social value of DSH clients entering the workforce and establishing stable employment patterns.

- 4.7. DSH is now seeking a larger floor space for a proposed two year lease term (with a further one year option) at a value of \$10,000 (GST Exclusive) per annum.
- 4.7.1. DSH proposed to occupy 223m² of the fourth floor of the Hobart Council Building, as shown at **Attachment B**.
- 4.7.2. The value of the office space according to the most recent market valuation is approximately \$250 /m². The value of the proposed lease space would be \$55,750 (GST exclusive) per annum.
- 4.7.3. The proposed layout provides a more secure, confidential and professional space for clients attending DSH which has been an identified need over the past three years of occupancy.
- 4.7.4. DSH would pay for the installation of any partitions needed to delineate the space, and for the installation of a door to enable their lease area to be secured.
- 4.8. During the period of the new lease, DSH would assess the growing needs of the business in line with its capacity to pay more commercially aligned rent.
- 4.9. If this proposal is accepted, City of Hobart will be considered a Major Sponsor of DSH with the following promotion opportunities included:
- 4.9.1. Logo on the DSH website.
- 4.9.2. Invitations to DSH official functions.
- 4.9.3. Opportunities for PR in the DSH boutique.
- 4.9.4. Further collaboration with DSH by negotiation such as a drop off point in the Council Centre reception for clothing donations and the ability to refer community members to the service.

5. Legal, Risk and Legislative Considerations

- 5.1. There are no legal, legislative or risk implications from this report.

6. Hobart: A Community Vision For Our Island Capital

- 6.1. This proposal aligns with the *City of Hobart Capital City Strategic Plan 2019-29*, specifically:

Pillar 2 - Community inclusion, participation and belonging

2.2.3 Provide and support activities and programs that celebrate diversity to reduce social isolation and build social cohesion.

2.3.8 Enhance relationships with educational institutions and community-based organisations.

- 2.4.6 *Deliver and support initiatives, activities and programs that build community resilience, wellbeing and safety.*

Pillar 4 - City economies

- 4.1.6 *Support local businesses and enterprises working to find innovative solutions to significant challenges.*
- 4.3.4 *Support people to participate in new professional connections and networks, inviting ideas and creating opportunities.*

Pillar 7 - Built environment

- 7.3.1 *Ensure the City's infrastructure supports affordable, sustainable and healthy living, and access to services for all.*

7. Capital City Strategic Plan

- 7.1. In accordance with Council's request for improved due diligence relating to leasing to not for profit organisations, and in line with the WLF Accountancy and Advisory recommendations, additional information relating to the operations of DSH has been provided and assessed. This information is shown at **Attachment C** and includes:

- (a) evidence of either ACNC or CBOS registration;
- (b) a list of all past and present directors or committee members (whichever is relevant in the circumstances);
- (c) details of all related parties, transactions and arrangements in place;
- (d) disclosure of any conflicts of interest within the governance of the organisation (including the provision of services); and
- (e) a written undertaking from the directors or committee members of the organisation warranting they are a not-for-profit organisation, they comply with the policy, the completeness of the information provided and the accuracy of that information.

- 7.2. The Council's policy 'Leases to Non-Profit Organisations' sets out a number of criteria against which lease proposals seeking reduced rental are to be assessed. The table below provides commentary regarding the proposal against the criteria in the policy.

Criteria	Comments
Use, or proposed use of the property	Proposing to use property to support women on their employment journey. Provide one on one interview and employment styling, support women to

Criteria	Comments
	develop their resume and write job applications, deliver workshops focused on building confidence and skills for women looking to enter or re-enter the workforce and provide backpacks of clothing to women exiting prison.
Alignment with the Council Strategic Plan and other relevant Council strategic documents	Aligns well with Community Inclusion and Equity Framework and the Capital City Strategic Plan 2019-29.
<p>Level of community benefit - proposed or provided, which could include one or more of the following:</p> <ul style="list-style-type: none"> • Health and wellbeing • Lifelong learning • Arts and culture • Social inclusion • Heritage and history • Economic • Environment / environment management • Welfare 	This not-for-profit charity provides significant community benefit in the areas of social inclusion, health and wellbeing, economic development and welfare.
Value of land and buildings	<p>The value of the office space according to the most recent market valuation is approximately \$250/m².</p> <p>The value of the proposed lease space at 223m² would be \$55,750 (GST exclusive) per annum.</p>
Potential for alternative use	The space proposed for lease is currently utilised by DSH. The current layout provides challenges in terms of security, privacy and limits the options for the effective use of the whole space.
Viability and capability of the organisation	The organisation has shown to be very proactive; obtaining a Tasmanian Community Fund grant, as well as a small grant from State Growth to establish a

Criteria	Comments
	"career centre" and developing several community partnerships over the past two years.
Capacity to pay, after all income and expenditure is taken into account	This is a relatively new organisation, that faced significant impact in the early stages of its business planning around the COVID-19 pandemic.
Capacity to invest in and maintain the asset, or degree of capital investment undertaken	DSH would be responsible for the costs associated with establishing internal walls and entry door to secure the proposed footprint.
Type of facility	Office space.
Capacity to invest in the community, or level of community investment provided, through disbursement of surplus funds to local community groups, organisations or activities	Not applicable.
Length of tenure sought	As a short tenure is sought it is considered appropriate.
For lease renewals only, the level of compliance with existing lease terms and conditions	The lessee has complied with all existing lease terms and conditions.

- 7.3. The proposal also aligns strongly with the Council's *Hobart: A City For All - Community Inclusion and Equity Framework* and *Creative Hobart: A Strategic Framework for Hobart City Council's Cultural Programs*.

8. Financial Viability

8.1. Funding Source and Impact on Current Year Operating Result

- 8.1.1. If the lease is approved, there would be a small increase in income in this financial year due to the higher pro-rata rental being paid by DSH.

8.2. Impact on Future Years' Financial Result

- 8.2.1. If the lease renewal is approved, there would be an increase of \$8,909.20 (GST exclusive) in rental income for the 2022-23 financial year.

9. Sustainability Considerations

- 9.1. DSH actively reduces the impact of fast fashion on the Tasmanian environment and provides a circular economy solution for women in Tasmania to contribute to empowering the lives of other women

10. Community Engagement

- 10.1. Council staff will work with DSH to promote its partnership status.

11. Communications Strategy

- 11.1. Likely to involve a media release and social media content.

12. Collaboration


- 12.1. The Partnership between the City of Hobart and DSH provides an excellent opportunity for positive public relations to increase awareness of the work of DSH but also to inform the community of the work of the Council in supporting local initiatives like DSH.
- 12.2. If this proposal is accepted, City of Hobart will be considered a Major Sponsor of DSH with the following promotion opportunities included:
- 12.2.1. Logo on the DSH website.
- 12.2.2. Invitations to DSH official functions.
- 12.2.3. Opportunities for PR in the DSH boutique.
- 12.2.4. Further collaboration with DSH by negotiation such as a drop of point in the Council Centre reception for clothing donations and the ability to refer community members to the service.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



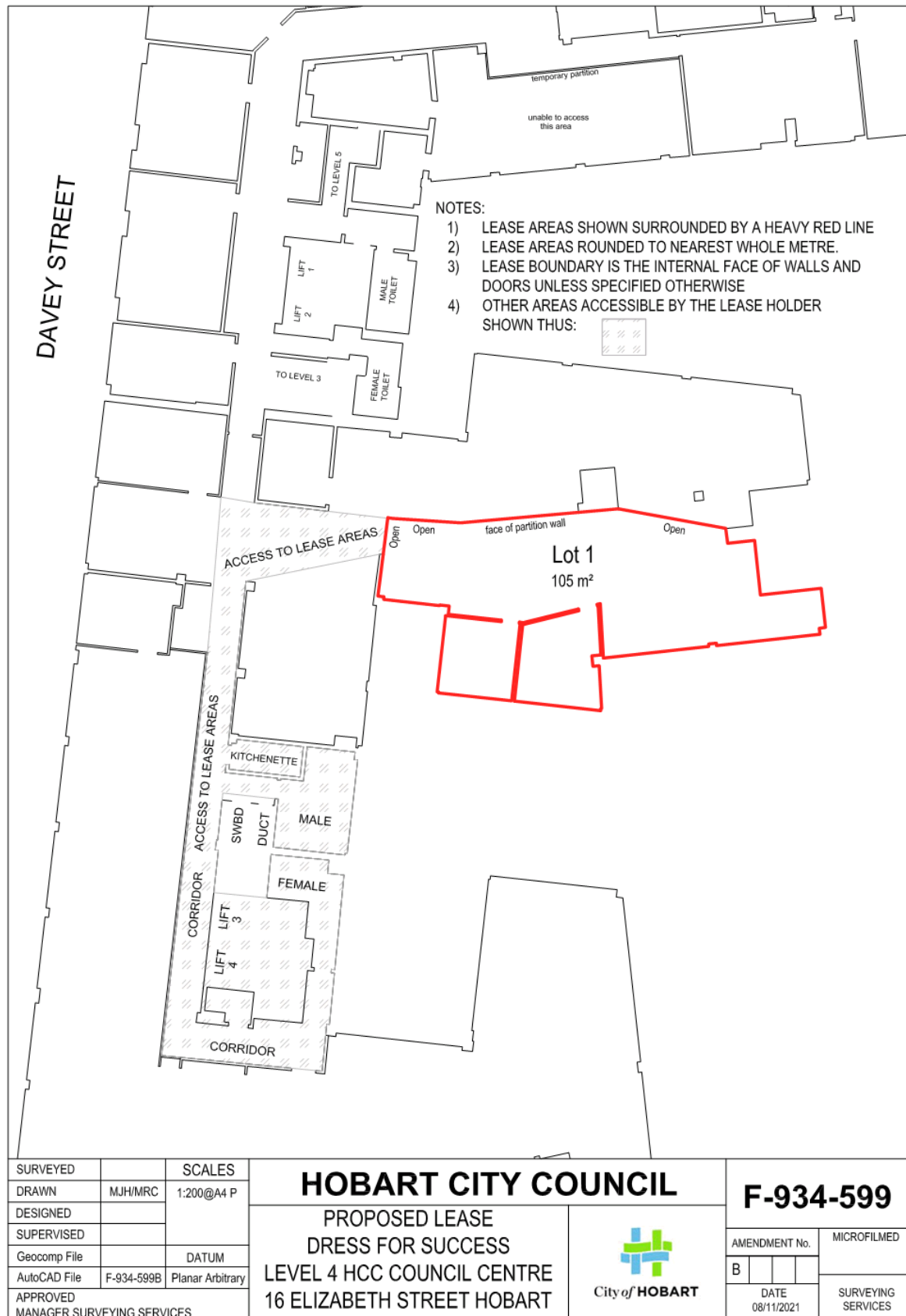
Jacqui Allen
DIRECTOR CONNECTED CITY

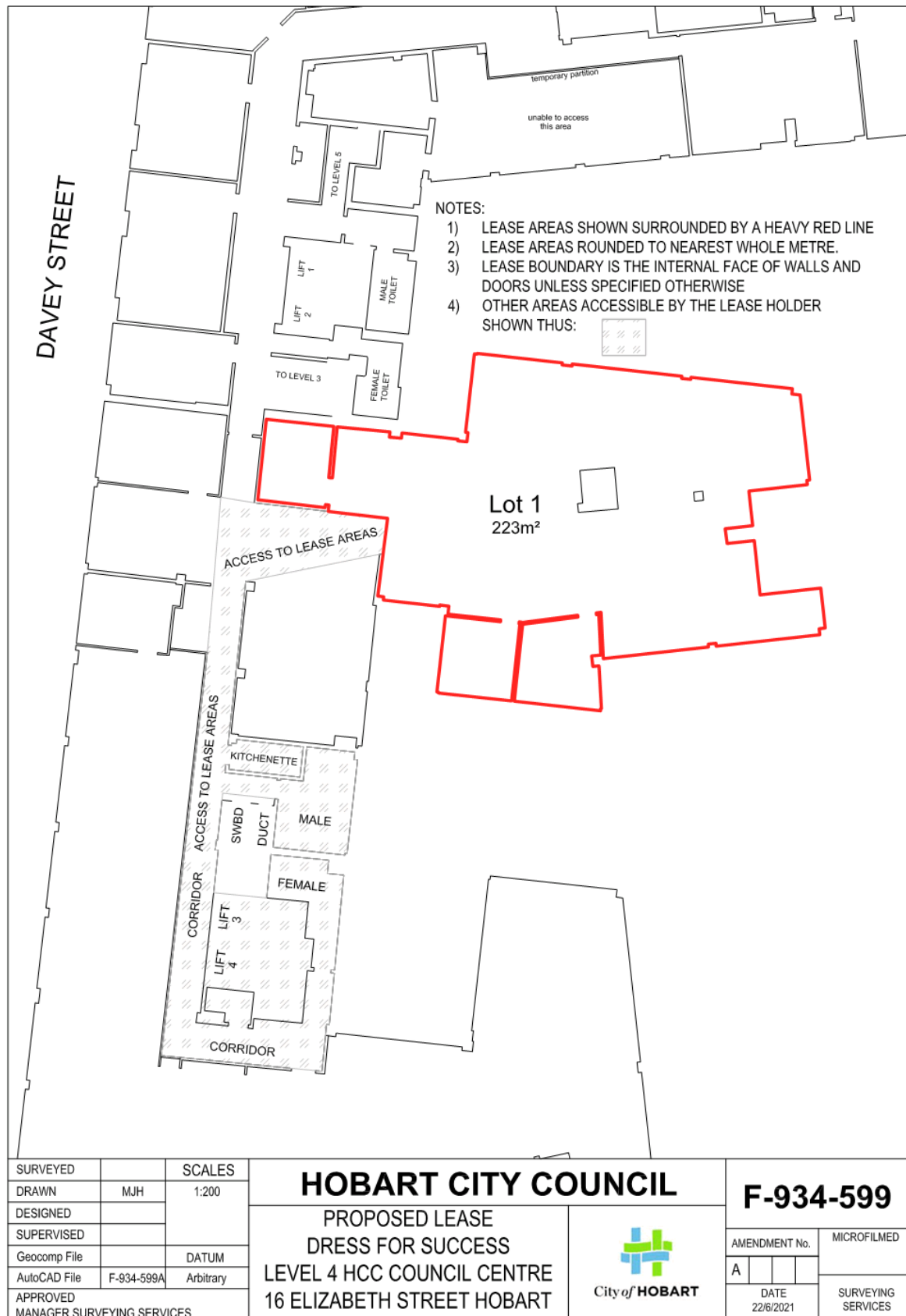
Date: 12 May 2023
File Reference: F23/14513; 15/153-603

Attachment A: November 2021 Lease Area - Dress for Success Hobart Inc -
Part of Level 4, 16 Elizabeth Street ↓ 

Attachment B: Lease Area - Dress for Success Hobart Inc - Part of Level 4, 16
Elizabeth Street ↓ 

Attachment C: Dress for Success Correspondence ↓ 







Going Places. Going Strong.

23 February 2023

Kelly Grigsby
Chief Executive Officer
Hobart City Council
50 Macquarie Street
Hobart TAS 7000

Dear Kelly

DRESS FOR SUCCESS

This representation letter is provided in connection with the application for a lease arrangement for **DRESS FOR SUCCESS** ('the entity'). We recognise that obtaining representations from us concerning the information contained in this letter is a significant procedure in enabling you to form an opinion as to whether we meet the requirements of the Council's Leases to Non-Profit Organisations policy ("Policy").

Accordingly, we make the following representations, which are true to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

A. Compliance with Laws, Regulations and Council Policy

We have disclosed to you all known actual or suspected noncompliance with laws and regulations.

We confirm that we are a Not-for-profit Organisation for the purposes of the Policy and that we comply with the terms of the Policy.

B. Information Provided and Completeness of Information and Transactions

We confirm the completeness of information provided regarding the identification of related parties. We have disclosed to you the identity of the entity's Directors or Committee Members, related parties and all related parties and related party transactions of which we are aware, including sales, purchases, loans, transfers of assets, liabilities and services, leasing arrangements, guarantees, non-monetary transactions and transactions for no consideration for the period ended, as well as related balances due to or from such parties at the year end.

C. Not for profit status

We confirm our not-for-profit purpose and intent. We confirm we have obtained CBOS or ACNC registration. If the purpose of our entity changes we confirm we are under obligation to inform the Council and we understand that this can mean we no longer satisfy the terms of the Council's policy or lease agreement in place.

D. Enclosures

We have provided the following as an appendix to this letter:

- Evidence of ACNC or CBOS registration;
- List of all past and present Directors or Committee Members;
- List of all related parties, transactions and arrangements in place; and
- details of any conflicts of interest within the governance of the Entity (including, but not limited to, the provision of services)

Kind Regards

A handwritten signature in black ink, appearing to read 'A French', written in a cursive style.

Amanda French

Chief Executive Officer

Dress for Success Hobart

2/24/23, 9:45 AM

Dress for Success Hobart Incorporated | ACNC

Dress for Success Hobart Incorporated

☒ Charity is registered.☒ Charity reporting is up to date.

Charity details

ABN:	61769200885
Address:	24 Davey St Hobart TAS, 7000, Australia
Email:	hobart@dressforsuccess.org
Address For Service email:	hobart@dressforsuccess.org
Website:	hobart.dressforsuccess.org
Charity Size:	Small
Who the charity helps:	Aboriginal and Torres Strait Islander people Adults - aged 25 to under 65 Adults - aged 65 and over Females Financially disadvantaged people Gay, lesbian, bisexual, transgender or intersex persons Migrants, refugees or asylum seekers People at risk of homelessness/ people experiencing homelessness People from a culturally and linguistically diverse background People in rural/regional/remote communities People with chronic illness (including terminal illness) People with disabilities Pre/post release offenders and/or their families Unemployed persons Veterans and/or their families Victims of crime (including family violence) Victims of disaster Youth - 15 to under 25
Date established:	4 July 2017
Last reported:	9 January 2023
Next report due:	31 December 2023
Financial year end:	30/06

Summary of activities

Women who come to Dress for Success face a variety of challenges that impact on their economic future from underemployment, cultural and language barriers, past incarceration, domestic violence, mental health issues, to ageism and discrimination. We help women overcome these barriers by accessing our range of programs.

Charity programs

Interview and Employment Styling
Community service organisations

Career Support
Employment

Where the charity operates

States: Tasmania

2/24/23, 9:45 AM

Dress for Success Hobart Incorporated | ACNC

Using the information on the Register

Information on the Charity Register has been provided to the ACNC by charities. If information is not shown, this may be because it has not yet been provided. The ACNC may also approve information be withheld from the Charity Register in certain circumstances. [Read more about information on the Charity Register.](#)

People









Responsible people

The role of a 'Responsible Person' is an important one for registered charities. Generally, a charity's Responsible People are its board or committee members, or trustees.

<u>Allison Bradley</u> Role: Director Associated charities →	<u>Amanda French</u> Role: Public Officer Associated charities →	<u>Belinda Bresnehan</u> Role: Treasurer Associated charities →
<u>Bishop Louise</u> Role: Committee Member Associated charities →	<u>Fahey Sophie</u> Role: Board Member Associated charities →	<u>Kathryn Thomas</u> Role: Chairperson Associated charities →
<u>Ningning Lyons</u> Role: Board Member Associated charities →	<u>Noel Mundy</u> Role: Director Associated charities →	<u>Robin Barnes</u> Role: Board Member Associated charities →
<u>Sonia Caton</u> Role: Board Member Associated charities →	<u>Stacey Pennicott</u> Role: Director Associated charities →	

Documents

Annual reporting

Title	Due date	Date received	Download
Annual Information Statement 2023	31 December 2023	Not yet submitted	—
Financial Report 2023	31 December 2023	Pending	—
Annual Information Statement 2022	31 January 2023	9 January 2023	 View AIS
Financial Report 2022	31 January 2023	9 January 2023	 Download
Annual Information Statement 2021	31 January 2022	15 December 2021	 View AIS
Financial Report 2021	31 January 2022	15 December 2021	 Download
Annual Information Statement 2020	31 January 2021	27 October 2020	 View AIS
Financial Report 2020	31 January 2021	27 October 2020	 Download
Annual Information Statement 2019	31 January 2020	28 February 2020	 View AIS
Financial Report 2019	31 January 2020	28 February 2020	 Download
Annual Information Statement 2018	7 April 2019	31 March 2019	 View AIS

2/24/23, 9:45 AM

Dress for Success Hobart Incorporated | ACNC

Title	Due date	Date received	Download
Financial Report 2018	7 April 2019	31 March 2019	Download
Annual Information Statement 2017	No due date	Not required	—
Financial Report 2017	No due date	Not required	—
Annual Information Statement 2016	No due date	Not required	—
Financial Report 2016	No due date	Not required	—
Annual Information Statement 2015	No due date	Not required	—
Financial Report 2015	No due date	Not required	—
Annual Information Statement 2014	No due date	Not required	—
Financial Report 2014	No due date	Not required	—
Annual Information Statement 2013	No due date	Not required	—
Financial Report 2013	No due date	Not required	—

Documents

Title	Date	Reporting year	Download
Annual Report	9 January 2023	2022	Download
Governing Document	15 December 2021	—	Download

History

The charity's subtype history

Purpose	Start date	End date
Public Benevolent Institution (PBI)	14 July 2017	—
Advancing social or public welfare	14 July 2017	—

Registration status history

Effective date	Status
14 July 2017	Registered

Enforcement action history

Enforcement action refers to the exercise of powers under the [ACNC Act](#).



2022-23 BOARD MEMBER LIST

Kathryn Thomas
Chair

Ningning Lyons
Deputy Chair

Sophie Fahey
Board Member

Belinda Bresnehan
Treasurer

Robin Barnes
Board Member

Louise Bishop
Board Member

Sonia Caton
Board Member

Stacey Pennicott
Board Member

Noel Mundy
Board Member

Ally Bradley
Board Member



2022-23 CONTRACTS AND RELATIONSHIPS

FOUNDING PARTNERS (<\$10k)

AURORA ENERGY
JACKSON MOTOR COMPANY
CITY OF HOBART
TASMANIAN COMMUNITY FUND (2019 – 2021)

COMMUNITY PARTNERS (>10k)

WILSON HOMES
FEDERAL GROUP
RACT

IN KIND SUPPORTERS

THE PRINT DIVISION

GOVERNMENT CONTRACTS

TASMANIAN GOVERNMENT DEPARTMENT OF
STATE GROWTH – JOBS TASMANIA 2022 – 2024

TASMANIAN GOVERNMENT DEPARTMENT OF
JUSTICE – 2021 – 2024

FEDERAL GOVERNMENT, OFFICE FOR WOMEN
– WOMEN'S LEADERSHIP DEVELOPMENT FUND
2021 – 2024

There are no conflicts of interest within the
Governance of Dress for Success or in relation
to the provision of services.

20. Approach to the Climate Strategy
File Ref: F23/46947

Report of the Climate Futures Lead and the Head of Intergovernmental Relations and Partnerships of 11 May 2023.

Delegation: Council

REPORT TITLE: APPROACH TO THE CLIMATE STRATEGY

REPORT PROVIDED BY: Climate Futures Lead
Head of Intergovernmental Relations and Partnerships

1. Report Summary

- 1.1. The purpose of this report is to outline the approach to developing a new Climate Strategy that will enable an evidence-based and integrated response to climate change by the City and with the community.
 - 1.1.1. This report follows on from an Elected Member Workshop on 1 May 2023 that presented an update on the Climate Strategy and approach to community engagement.
 - 1.1.2. A community engagement process is proposed to engage a representative sample of the City of Hobart community to generate ideas to Council on potential targets, strategic priorities and preferred actions for the community.

2. Key Issues

- 2.1. City of Hobart has been a climate leader for over twenty years. The City recognised early that action was needed to achieve the core function of local government 'to provide for the health, safety and welfare of the community.'
- 2.2. The science is irrefutable, we live in a changed climate reality. The City of Hobart is committed to urgent action.
- 2.3. The City of Hobart is developing a new Climate Strategy to enable an evidence-based and integrated response to climate change by the City and with the community.
- 2.4. The Climate Strategy will:
 - 2.4.1. Clearly define the role for the City and community in shaping our climate future
 - 2.4.2. Clarify priorities to mitigate and adapt to build resilience
 - 2.4.3. Put in place science-based targets that leave no one behind.
- 2.5. The Climate Strategy will inform action by:
 - 2.5.1. Driving holistic change across the community and the organisation
 - 2.5.2. Promoting positive environmental, social, and economic outcomes for current and future generations
 - 2.5.3. Establishing a robust framework for evidence-based decision making, reporting and climate-related disclosure
 - 2.5.4. Driving local action globally aligned to the Paris Agreement and UN 2030 Sustainable Development Goals.

3. **Recommendation**

That Council note the development of the Climate Strategy and community engagement process.

4. **Background**

- 4.1. The development of the Climate Strategy is the response to the *Council Resolution on Climate Action* that: (i) requests the CEO undertake an assessment and provide recommendations on how the City will prepare for and strengthen its existing strategies, targets, practices and policies so that the City can assist in meeting this zero by 2030 target, (ii) that this assessment look broadly to harmonise and standardise our organisation's approach and consider our role operationally and as a policy-maker including in planning, community development, waste, transport, corporate energy efficiencies and natural resources management.
- 4.2. The new Strategy will be grounded in the community vision for our island capital and will:
 - 4.2.1. Be a priority of the City of Hobart Capital City Strategic Plan 2023-2027
 - 4.2.2. Respond to the City of Hobart declaration of a *Climate and Biodiversity Emergency*
 - 4.2.3. Deliver on the Sustainable Hobart Action Plan 2020-2025
 - 4.2.4. Respond to the WLF Internal Climate Audit (2022)
 - 4.2.5. Align the City of Hobart's to the Global Covenant of Mayors for Climate and Energy as well as CDP-ICLEI reporting protocols.

5. **Legal, Risk and Legislative Considerations**

- 5.1. The Tasmanian *Local Government Act (1993)* mandates that a council has the following functions: a) to provide for the health, safety and welfare of the community, b) to represent and promote the interests of the community; c) to provide for the peace, order and good government of the municipal area. Each of these functions are impacted by climate change.
- 5.2. Inaction, failure to prepare for shocks or poor governance can result in fines, litigation, stranded assets and risks to the social, environmental and economic functions of Council and community.

6. **Discussion**

- 6.1. The development of the Climate Strategy will engage across:

- 6.1.1. City of Hobart corporate including Council, Leadership Teams and staff
- 6.1.2. Hobart community including young people, residents, households, schools, community groups
- 6.1.3. Hobart public and private sectors including government, businesses, research and NGOs
- 6.1.4. State and Federal Governments, Greater Hobart and Tasmanian Councils and stakeholders
- 6.2. The Strategy will provide clarity on the roles and responsibilities of different stakeholders, including:
 - 6.2.1. The City of Hobart as a local government and corporate entity with legislative responsibilities, the capacity to manage and implement city-shaping initiatives through bylaws, planning reform and local regulation, and the ability to act as a leader and catalyst in driving climate action.
 - 6.2.2. The Hobart community, which is essential in shaping the city's response to climate change by contributing to shared goals and actions. The City of Hobart aims to build strong partnerships with the community, act as a trusted facilitator, and support community-led initiatives that align with the City's objectives. Ultimately, the community is responsible for delivering on these commitments.
- 6.3. The Strategy will be informed by two evidence bases that are currently being refreshed:
 - 6.3.1. *Report on Emissions Reduction Pathways* to inform mitigation opportunities (to be delivered in July 2023)
 - 6.3.2. *Undertake a Climate Risk Assessment* to inform adaptation pathways (to be delivered in Oct 2023)\
- 6.4 The timeline for the development of the Climate Strategy includes:

What	Key Dates
Present findings from research and engagement	Council Workshop – Feb 2024 Council Decision – Feb 2024
Endorse the Climate Strategy	Council Workshop – April 2024 Council Decision – April 2024

7. Hobart: A Community Vision For Our Island Capital

7.1. The Climate Strategy supports implementation of Pillar 6: Natural Environment.

7.1.1. 6.4 We respect natural resources and design for energy efficiency.

7.1.2. 6.4 We are prepared for and resilient to natural disasters.

8. Capital City Strategic Plan

8.1. The Climate Strategy implements '6.3 Hobart is responsive and resilient to climate change and natural disasters.'

9. Regional, State and National Plans and Policies

9.1. The urgency for action on climate change has resulted in State and Federal legislations and global agreements. This is resulting in new standards, processes and mandatory requirements that impact on local government. The Climate Strategy will support:

9.1.1. The United Nations Paris Agreement on Climate Change to limit the temperature increase to 1.5°C above pre-industrial levels, and United Nations 2030 Sustainable Development Goals.

9.1.2. Australian Climate Change Bill 2022 legislates reduction of Australia's net greenhouse gas emissions to 43% below 2005 levels by 2030.

9.1.3. Tasmanian Climate Change (State Action) Bill 2021 legislates target to maintain net zero emissions by 2030.

10. Financial Viability

10.1. Funding Source and Impact on Current Year Operating Result

10.1.1. This work will help articulate the opportunity of transformation versus the cost of inaction. To date, in FY2022/23 \$110,000 has been directed to strengthening the evidence-base to inform the Climate Strategy.

10.2. Impact on Future Years' Financial Result.

10.2.1. As per the budget process for FY23/24.

11. Sustainability Considerations

11.1. The Climate Strategy will be the authorising environment for climate change across the organisation and with the community. The Climate Strategy will replace the Sustainable Hobart Action Plan but carry forward relevant strategic priorities.

12. Community Engagement

12.1. The Strategy will be informed by the following engagement process:

12.1.1. Corporate engagement to set the corporate-related emissions targets, strategic priorities and preferred actions will be recommended to Council and aligned to the City's regular action planning and budget processes.

12.1.2. It is proposed that the community be engaged via a representative sample of the City of Hobart community in a deliberative process to generate ideas to Council on potential targets, strategic priorities and preferred actions for the community.

12.2. The Climate Futures Portfolio Committee has been established as per the Terms of Reference as a key community engagement forum to advise Council on how best to engage with, and facilitate communication between Council, local communities and wider stakeholders on the Climate Strategy.

12.3. A Communications strategy will be developed with advice from the Climate Futures Portfolio Committee as a component of community engagement process.

13. Collaboration

13.1. The 2030 Hobart Climate Strategy is an opportunity to continue to lead on climate action as a corporate and to enable greater action with the community. The Strategy will help the City reduce the risks and leverage the opportunities to move toward a zero-emissions, future-ready and resilient city. It provides an opportunity for the City to continue to lead and collaborate with other councils across the State via the Greater Hobart Strategic Partnership, the Southern Tasmanian Council Authority, Local Government Association of Tasmania as well as nationally.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Jessica Robbins
CLIMATE FUTURES LEAD



Kat Panjari
**HEAD OF INTERGOVERNMENTAL
RELATIONS AND PARTNERSHIPS**

Date: 11 May 2023
File Reference: F23/46947

21. Review of the Capital City Strategic Plan 2019-29
File Ref: F23/44038

Report of the Head of Intergovernmental Relations and Partnerships of 17 May 2023 and attachment.

Delegation: Council

REPORT TITLE: REVIEW OF THE CAPITAL CITY STRATEGIC PLAN 2019-29**REPORT PROVIDED BY:** Head of Intergovernmental Relations and Partnerships**1. Report Summary**

- 1.1. The purpose of this report is to seek endorsement to release the draft of the refreshed *Capital City Strategic Plan 2019-29* (strategic plan) for community and stakeholder engagement (**Attachment A**).

2. Key Issues

- 2.1. The strategic plan is the City's primary planning document and outlines the outcomes the City is aiming to achieve over a ten-year period in response to *Hobart: A community vision for our island capital*.
- 2.1.1. The strategic plan informs planning for the City and is used by officers to develop the annual plan, budget, portfolio committee workplans and divisional and unit plans.
- 2.2. In accordance with the *Local Government Act 1993* the four-year review of the Capital City Strategic Plan 2019-29 and community engagement must now be undertaken. (sections 66 and 70E).
- 2.2.1. The review of the strategic plan aims to position the City to meet the future challenges and opportunities from population growth and rapid social, economic, and environmental challenges due to the COVID-19 pandemic, climate change, and housing and transport pressures.
- 2.2.2. The plan has a strong alignment to the City's strategic priorities and financial position as well as community expectations. It will aid in the future development of the City's long-term strategies, set priorities and guide practical decision-making into the future. It identifies the challenges and opportunities that will have major impacts on the Hobart's future and its governance.

3. Recommendation***That:***

- 1. The Council endorse the draft of the refreshed Capital City Strategic Plan 2019-29, marked as Attachment A to this report, to be released for community and stakeholder engagement for a period of 21 days.***
- 2. The Council note that a further report be provided detailing the outcome of the community and stakeholder engagement and the final strategic plan for approval.***

4. Background

- 4.1. The strategic plan is the City's primary planning document and outlines the outcomes the City is aiming to achieve over a ten-year period in response to *Hobart: A community vision for our island capital*.
 - 4.1.1. The strategic plan informs planning for the City and is used by officers to develop the annual plan, budget, and divisional and unit plans. Annual Plan major actions and initiatives are aligned to and consistent with the strategies and outcomes in the strategic plan. This cascading of strategies ensures that they are put into action through our operations, services, programs and initiatives and in turn contribute to the achievement of the outcomes.
- 4.2. The *Local Government Act 1993* requires that all councils prepare a 10-year strategic plan for their municipal area (section 66). The Act also requires that the plan be reviewed at least every four years (section 70E).
- 4.3. The Capital City Strategic Plan 2019-29 was endorsed by the Council on 11 September 2019. The Plan was developed to respond to *Hobart: A community vision for our island capital*.
 - 4.3.1. The community vision was developed by the community, it frames an aspirational vision for the future of Hobart and provides high level strategic direction for the City. It is used as the framework for strategic and annual planning.
 - 4.3.2. A number of commitments were made by the City in the community vision including 'using the vision to develop strategic planning, and following it through'.
 - 4.3.3. The Capital City Strategic Plan 2019-29 was designed to show alignment to the eight pillars in the community vision.
- 4.4. A four-year statutory review of the Capital City Strategic 2019-29 is now required.

5. Legal, Risk and Legislative Considerations

- 5.1. The *Local Government Act 1993* requires that all councils prepare a 10-year strategic plan for their municipal area and community engagement must be undertaken (section 66). The Act also requires that the plan be reviewed at least every four years (section 70E).

6. Discussion

- 6.1. The review is timely due to recent social and economic changes, the new Council term and implementation of the Integrated Planning and Reporting Framework.

- 6.1.1. In the four years since the 2019 plan was adopted, Hobart has experienced significant social, economic, and policy change. The review has involved an assessment of the delivery of the plan over the last four years and a scan of the strategic environment. The scan included:
- Looking at the changes in our community and economy since 2019.
 - The trends that are forecast to shape global opportunities and challenges over the next 20 years.
 - Policy directions at a federal and state level for example; climate change policy, housing policy, 30-Year Greater Hobart Plan.
- 6.1.2. Key trends identified that are likely to impact the City of Hobart in the years to come include:
- Continuing strong population growth.
 - Global economic uncertainty.
 - Climate change.
 - City shaping State and Federal Government investments and policy for example; Macquarie Point, National Cultural Policy.
 - Increased digital disruption.
 - Future of Local Government Review.
- 6.1.3. Consultation with Elected Members in February 2023 showed support for continuing to use the community vision pillars for the overarching strategic direction for the City. Based on feedback from Elected Members the following factors have been incorporated into or strengthened in the draft plan:
- More emphasis on celebrating different cultural perspectives, including our Aboriginal heritage.
 - Emphasising wellbeing as a key outcome.
 - Addressing and managing climate change.
 - Maintaining and enhancing liveability through integrated strategic planning.
 - Sustainability as a framing principle.
 - Commitment to demonstrate public value.

- 6.1.4. In addition to engagement with the elected members key staff have also been consulted on the review of the plan to ensure alignment across the organisation and that the outcomes and strategies align with key strategic work underway. For example the Climate Strategy, Future Hobart Plan, the City Economic Development Strategy, and the Transport Strategy.

The Hobart Leadership Team has also been engaged in the review, the Team has provided input on the strategic drivers/trends that are likely to affect Hobart in the next decade and the relevance and appropriateness of the outcomes and strategies in the plan.

- 6.1.5. The review of the plan has taken into account the environmental scan and feedback from elected members. The Plan will prepare the City for the challenges and opportunities of population growth and rapid social, economic, and environmental challenges due to the COVID-19 pandemic, climate change, and housing and transport pressures.

- 6.1.5.1. All of the above were considered in the context of global economic uncertainty and the impact on the City's financial sustainability. The Plan will support the City to address community need by focusing on the planning and prioritisation of our work and services to optimise organisational performance so that we are financially responsible while striving towards delivering public value.

- 6.2. Key changes in the reviewed draft plan include:

- The Future Hobart Plan 2050 and neighbourhood plans.
- Linking the plan to the UN Sustainable Development Goals.
- Strengthening the City's commitment to public value by redrafting pillar 8 – governance and civic involvement.

7. Hobart: A Community Vision For Our Island Capital

- 7.1. Hobart community members, and stakeholders, in particular, the Community Panel, called upon the City of Hobart to demonstrate long-term commitment to and strong governance of the vision.

- 7.1.1. As a result of this the City made a number of commitments including, but not limited to:

- Showing leadership and demonstrating to communities and stakeholders that the future of Hobart will not be left to chance.

- Approaching the vision with a spirit of partnership, actively seeking to work toward vision outcomes in collaboration with other councils, the Tasmanian Government, the Australian Government and other stakeholders.
- Using the vision to develop Council's strategic planning and following it through.
- In choosing priority actions, ensuring the rationale is clear.
- Linking the vision with the reality of its implementation, recognising that each decision, no matter how small, affects the future of the city.
- Working with elected members and staff to ensure understanding of the vision, so that it remains central to Council thinking beyond election and planning cycles.

8. Capital City Strategic Plan

8.1. The review of the Capital City Strategic Plan 2019-29 aligns with:

Pillar 8 – Outcome 8.1: Hobart is a city of best practice, ethical governance and transparent decision-making.

9. Community Engagement

9.1. The draft of the reviewed Capital City Strategic Plan 2019-29 has been developed following a review of delivery of the plan, an environmental scan (as detailed in section 6 of this report and page 10 of the draft document) and consultation with Elected Members, key members of staff and the Hobart Leadership Team.

9.2. The next stage in the process is for engagement to be undertaken with the community and stakeholders and staff.

9.2.1. An engagement plan has been developed with engagement activities scheduled to take place until the end of June 2023. Where possible, the engagement will be done in conjunction with engagement on the review of the Community Engagement Framework.

9.2.2. The engagement methods that are planned include:

- Face-to-face engagement in conjunction with consultation on the Community Engagement Framework – this includes listening posts and targeted 1:1 engagement with community and business sector groups, advisory committees, resident associations etc.

- Direct mail to portfolio committee members inviting participation.
- Online survey via Your Say.

9.2.3. Engagement will also be undertaken with nominated staff during this period followed by an internal survey for all staff. This provides staff with not only an opportunity to provide general feedback but also to contribute specialist knowledge in the review of the strategies in the plan. It also encourages staff buy-in to the strategic plan.

10. Communications Strategy

10.1. A communications plan has been developed to raise awareness of the review of the strategic plan and encourage the community to participate in and provide feedback on the draft plan.

10.1.1. Communication methods used with include promotion on the City of Hobart website, social media posts, media release and facts sheets to support community engagement.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Kat Panjari
**HEAD OF INTERGOVERNMENTAL
RELATIONS AND PARTNERSHIPS**

Date: 17 May 2023
File Reference: F23/44038

Attachment A: DRAFT Capital City Strategic Plan 2019-29 - 2023 Review ↓ 



Capital City Strategic Plan 2019-29 2023 Review

DRAFT

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Acknowledgment of Country

In recognition of the deep history and culture of our city, we acknowledge the Tasmanian Aboriginal People as the Traditional Custodians of this land. We acknowledge the determination and resilience of the Palawa People of Tasmania who have survived invasion and dispossession and continue to maintain their identity, culture, and rights.

We recognise that we have much to learn from Aboriginal People today, who represent the world's oldest continuing culture. We recognise the value of continuing Aboriginal knowledge and cultural practice. We pay our sincere respects to Elders past and present and to all Aboriginal People living in and around Hobart.

Hobart today

Who we are <ul style="list-style-type: none"> Population: 56 043 Forecast increase in population growth in 2046 – 30% Median age: 37 years 																					
Age groups <table border="1"> <thead> <tr> <th>Age Group</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>0 - 14</td> <td>13.3%</td> </tr> <tr> <td>15 - 24</td> <td>12.8%</td> </tr> <tr> <td>25 - 34</td> <td>19.5%</td> </tr> <tr> <td>35 - 44</td> <td>12.7%</td> </tr> <tr> <td>45 - 54</td> <td>12%</td> </tr> <tr> <td>55 - 64</td> <td>11.4%</td> </tr> <tr> <td>65 - 74</td> <td>10.3%</td> </tr> <tr> <td>75 - 84</td> <td>5.5%</td> </tr> <tr> <td>85+</td> <td>2.4%</td> </tr> </tbody> </table>		Age Group	Percentage	0 - 14	13.3%	15 - 24	12.8%	25 - 34	19.5%	35 - 44	12.7%	45 - 54	12%	55 - 64	11.4%	65 - 74	10.3%	75 - 84	5.5%	85+	2.4%
Age Group	Percentage																				
0 - 14	13.3%																				
15 - 24	12.8%																				
25 - 34	19.5%																				
35 - 44	12.7%																				
45 - 54	12%																				
55 - 64	11.4%																				
65 - 74	10.3%																				
75 - 84	5.5%																				
85+	2.4%																				
Where we live <ul style="list-style-type: none"> 35 000+ years of continuing Tasmanian Aboriginal culture and custodianship Land area: 7791 ha Number of trees managed by the City of Hobart: 18 000 (not including bushland) Tree cover in urbanised areas: 17% Height of kunanyi / Mt Wellington: 1270 m Proportion of City of Hobart protected in bushland reserve: 38% Walking and mountain bike trails: 134km Fire trails: 120 km. 	Where we come from <ul style="list-style-type: none"> People who identify as Aboriginal & Torres Strait Islander: 1.6% People born overseas: 28% or 15 747 people Top five overseas birthplaces: China, United Kingdom, India, Nepal, and New Zealand Australian citizen: 78% International students: 6273 in Tasmania. 																				
How we live <ul style="list-style-type: none"> Housing tenure: renting – 35 %; purchasing or owning a home – 59% Households: couples with children - 23%; couples without children – 10%, lone person households 29% Total rateable properties: 25 019 Residential rateable properties: 21 708 Median weekly rent: \$390 Median weekly mortgage repayments: \$415 Average household percentage of income spent on rent: 30% Homeless people in Hobart: 441 	How we work <ul style="list-style-type: none"> Typical net weekly household income: \$1842 Top methods of travel to work of those who work in Hobart: 60% travel by car as driver or passenger, 9% travel to work by public transport, 7% walk and 2% Total number of businesses: 6747 People aged over 15 years that have completed Year 12 schooling (or equivalent): 73 per cent Qualifications: 49% with a bachelor's degree or above; 10% with vocational qualifications Unemployment rate: 2.8% Gross Regional Product: \$8.2 billion. 																				
How we engage in civic life <ul style="list-style-type: none"> Enrolled voters: 38 546 Votes in 2022 Council elections: 32 433, 84 per cent response rate 10 271 people engaged (provided feedback via an online tool) on City projects 34,730 people were informed about a project (i.e. they viewed a document, image, video, FAQ) Your Say currently has 3923 active registered users 	How we relate <ul style="list-style-type: none"> Residents that have volunteered: 25% People who speak a language other than English at home: 19% Proficient in English: 92% 																				

All percentages have been rounded up in this section. Data sources can be found in Appendix 3 on page 36.

Message from the Lord Mayor

[To be inserted in final document]

Welcome: Our commitment

'Hobart community members and stakeholders ... have called upon the City of Hobart to demonstrate long-term commitment to and strong governance of the vision.'

Hobart: A community vision for our island capital, page 14

Hobart fosters a sense of community and connection rarely experienced in a capital city. The people of Hobart value its unique history and culture, as well as the human scale of the city, and a deep connection to the natural environment. The Tasmanian Aboriginal peoples' connection to Country remains unbroken and underlies our special connection to place in the past, present and into the future.

The City of Hobart values the collective ownership of Hobart that community members feel. As we grow, we strive to nurture the aspects of Hobart that our communities value most through our service delivery. This includes maintaining this special connection to people and place as Hobart continues to evolve.

Hobart is experiencing strong population growth that will continue into the future. A growing population places both challenges and opportunities on the things that make Hobart unique. Rapid social, economic, and environmental challenges due to the COVID-19 pandemic, climate change, and housing and transport pressures change the way our communities interact with the city. These changes demand strong governance structures to embrace growth and other challenges as we move into the future.

We are as committed now as we were in 2018 to work together with our communities to achieve a future for Hobart that benefits everyone. Through this Capital City Strategic Plan 2023 Review, the City of Hobart is pleased to demonstrate this commitment.

Welcome to the City of Hobart Capital City Strategic Plan 2019-29: 2023 Review.

About the Capital City Strategic Plan

The Capital City Strategic Plan 2019-29 is a partner document to the Community Vision and reflects the community's values and aspirations in *Hobart: A community vision for our island capital*. Adopted by Council in September 2019, it is crucial to the City's work, guiding the development of long-term strategies and plans, to set priorities and guide practical decision-making.

A community vision for Hobart

Hobart: A community vision for our island capital taught us about what people value about our island capital and what they aspire most for its future. It was developed in 2018 in collaboration with Hobart communities and stakeholders. They provided over 1100 contributions, which went into the vision's creation. After receiving these contributions, the City of Hobart worked with a community panel to draft the vision. The community panel consisted of 46 community members and businesspeople from across the region.

Through the dedication of the people involved, the community vision resulted in three parts: identity statements; the eight pillars, and the vision statement. The identity statements are the stories that summarise the values and special qualities that community members and stakeholders want to see reinforced, developed, or improved, and the pillars represent the aspirations for major aspects of life in Hobart.

The vision is not based on concrete policies or actions, rather it outlines the kind of future people would like to see for Hobart. The community vision articulates what people value about Hobart today and what they aspire to for its future.

The vision's purpose is to guide the City of Hobart's work, calling on us to demonstrate long-term commitment to helping create the city our community wants.

COMMUNITY VISION STATEMENT

Hobart breathes.

Connections between nature, history, culture, businesses, and each other are the heart of our city.

We are brave and caring.

We resist mediocrity and sameness.

As we grow, we remember what makes this place special.

We walk in the fresh air between all the best things in life.

The following pillars represent the major parts of life in Hobart:

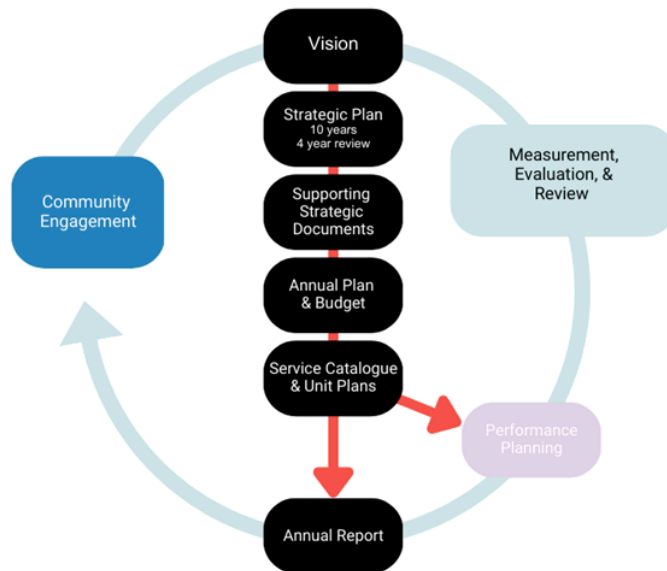
1. Sense of place
2. Community inclusion, participation and belonging
3. Creativity and culture
4. City economies
5. Movement and connectivity
6. Natural environment
7. Built environment
8. Governance and civic involvement.

These pillars provide the organising framework for this strategic plan.

The City of Hobart's Integrated Planning and Reporting Framework

The Capital City Strategic Plan and Community Vision are the foundation of the City of Hobart's Integrated Planning and Reporting Framework. This framework guides staff in annual planning and reporting and fosters continuous improvement, transparency, accountability, and good decision-making.

The framework defines a timely and coordinated system that enables the City to effectively manage resources, achieve its goals and objectives and evaluate and communicate our performance. Ultimately, the framework delivers public value to our community and ensures that the Capital City Strategic Plan and Long-Term Financial Management Plan are put into action through the City's Annual Plan and Annual Budget Program.



Strategic plan 2023 review

The Local Government Act 1993 requires that local government strategic plans be reviewed every four years. The review is timely, there have been many social and economic changes since the 2019 Plan was developed.

The strategic plan review will be used to develop the City of Hobart's long-term strategies, set priorities, and guide practical decision-making. The review also identifies challenges, opportunities and corporate priorities that will have major impacts on the future of the city and its governance.

How we undertook the review

This review helps us to respond to the major challenges we face now and be prepared for the future of our growing city.

The review started with an audit of our progress towards the outcomes and strategies listed in the Plan, drawing upon our annual reporting process.

What we have achieved

Since the finalisation of the 2019 Plan, the City has worked hard to deliver against the strategic pillars and there have been many substantial achievements since 2019, including:

- Connected Hobart Smart City Framework and Action Plan.
- Parks redevelopments: Swan Street Park, Fern Tree Park, Tolman's Hill Park, Legacy Park.
- Sustainable Hobart Action Plan.
- Single-Use Plastics By-Law.
- Aboriginal Commitment and Action Plan.
- Smoke-free CBD.
- Hobart CBD speed limit reduction to 40kms.
- The Crowther Reinterpretation Project.
- Hobart Current – a biennial program showcasing contemporary artists working across different media.
- Bushfire Management Strategy.
- Ferry Service from Bellerive to Hobart and the summertime Saturday morning ferry service.
- Construction of the Bridge of Remembrance and Rose Garden bridges.
- Safe City Hub to monitor and enhance safety and security across Hobart.
- Development of the Central Hobart Precinct Plan.

In addition, the City of Hobart delivered several programs and initiatives that responded to the impact of COVID-19 and helped address community recovery.

The results of the annual community satisfaction surveys were also analysed to better understand what issues are important to the community and how we can improve.

A key influence on the review involved looking at what has changed in the last four years. Hobart has experienced significant social, economic, and policy changes since the 2019 plan was adopted, many of which have been significantly influenced by a post-pandemic environment.

Summary of changes from 2019 and their impact on Hobart	
Population growth	Hobart's population has grown steadily over this period, including a jump in younger cohorts. While this presents significant opportunities for the city, a growing population can also lead to challenges through increased demand for housing, services, transport and other infrastructure.
COVID-19 pandemic	The 2019 plan was developed prior to the impacts of the COVID-19 pandemic, which forced a rapid shift in all aspects of Hobart life. The sudden impacts of the pandemic transformed the way people work and interact with our city, bringing with it a host of social, economic, environmental and policy implications. The city's communities and economy continue a strong recovery from the impacts of the pandemic; however, COVID-19 continues to have an impact on the city. This includes impacts on tourism, as well as essential services and businesses.
Cost of living	Rising costs of living are placing increasing pressure on our communities, exacerbating existing issues on housing affordability. After a period of low inflation, Hobart – like the rest of the world – is experiencing a prolonged period of high inflation.
Increased federal and state government commitments on climate action	The federal and state government have introduced legislation that increases commitment and ambition to act on climate change. Urgent and coordinated action at all levels of government and with our communities is vital to reduce risks and leverage opportunities.

We also looked at factors that will impact Hobart in the future.

Future trends and how they could impact Hobart	
Continuing strong population growth	Hobart's population is forecast to increase from approximately 57,000 to over 74,000 by 2046. Managing this growth will require careful strategic planning.
Global economic uncertainty	The world is currently grappling with high inflation. Together with increasing geopolitical tensions, this is causing significant global economic uncertainty.
Climate change	The effects of climate change will continue to have significant economic, social and environmental impacts, requiring investment in adaptation and mitigation strategies.
Increased digital disruption	Rapid technological advancements, such as automation, artificial intelligence, and robotics are likely to disrupt industries and transform the workforce.
Future of local government review	The Tasmanian Government has commissioned a review of the role, function, and design of local government in Tasmania. The outcomes of this review will have implications for the City of Hobart.
Community expectations	Increased demand from citizens for all types of organisations to enhance trust, transparency, fairness, and environmental and social governance.

How we engaged

[To be inserted in final document]

What we learned

[To be inserted in final document]

Focus on the future

Future-ready Hobart

As Tasmania's capital city local government, the City of Hobart is at the forefront of shaping a contemporary capital city that is future-ready, working within our strategic objectives while embracing change, and evolving to stay relevant to our social, economic, and environmental context. The City is working hard to be able to deliver on the current and future needs of our residents, businesses and wider community while retaining the city's unique sense of place. As an organisation we need to be innovative and inspire confidence while being responsive to community needs and wellbeing.

As the City of Hobart transitions to a globally relevant and contemporary capital city, we are welcoming opportunities for growth aligned to the community vision and building international connections and capabilities to leverage all that Hobart has to offer. To achieve this, the City of Hobart must provide leadership and work in collaboration with our key stakeholders.

To sustain our valuable connection to people and place, it is essential for us to plan our neighbourhoods and activity centres to best position ourselves for future growth and to respond to new and emerging global and urban challenges while also delivering liveable neighbourhoods that support the health and wellbeing of the community.

To ensure Hobart is future-ready and provides efficient and effective services and value to our community, we have commenced a transformation program to become a more community centric, high-performing organisation. The program aims to implement a 'Community-First' service model that focuses on better meeting the needs of our community. The transformation program will position us to deliver a vibrant, globally relevant, and contemporary capital city, and to be able to embrace opportunities for growth which are aligned to the community vision. It will also help deliver services that are most valued by our community by fostering a culture of continuous improvement.

Economic outlook

The City of Hobart is not immune to global and domestic economic conditions and the direct impact on our budgetary position must be considered to ensure ongoing financial sustainability.

Global growth is forecast to remain well below the historical average over the next two years and real incomes have declined as the cost of living has escalated.

Economic growth is forecast to slow in Australia in 2023 due to rising interest rates, the high cost of living and a decline in real wealth. Domestic activity is forecast to pick up a little from late 2024 onwards as the damping of growth from the current monetary policy tightening starts to wane and inflation moderates.

Consumer price inflation was 7.8 per cent in 2022 and remains high. Global factors including pandemic-related disruptions to supply chains and Russia's invasion of Ukraine have accounted for much of the increase in inflation over the past year. Domestically, strong domestic demand, a tight labour market, flood related disruptions and capacity constraints have also contributed to the upward pressure on prices.

Inflation is forecast to decline to the Reserve Bank of Australia's target of 2-3 per cent over the coming years. As global price pressures ease, this will flow to domestic prices, slower growth in domestic demand and moderation in labour markets are expected to reduce domestic inflationary pressures.

Now more than ever, we need to ensure that the City of Hobart is making an impact to address community need. We need to focus on the planning and prioritisation of our work to optimise organisational performance so that we are financially responsible while striving towards delivering public value.

2029 Snapshot

- Forecast population in 2029 – 60 980
- Growth of 8.7 per cent
- 2.36 people per household an increase of 0.05 people per household
- Number of private dwellings – 24 754 – 7.3 per cent increase.

Future Hobart Plan 2050

While the Capital City Strategic Plan is our primary planning document that outlines the outcomes we are aiming to achieve over a 10-year period, the Future Hobart Plan is an overarching document that provides a strategic vision for the city with a particular focus on strategic land use planning. The Future Hobart Plan will ensure the planning scheme articulates a cohesive planning vision for land use and development that reflects the aspirations for the future of the city within the context of the State Government's 30-Year Greater Hobart Plan.

The Future Hobart Plan includes defining the built environment, social, economic, environmental, cultural, mobility and amenity aspects of our future.

Hobart is made up of diverse and successful neighbourhoods that are experienced differently across the city by locals, visitors, business, and industry. Planning communities that feature and protect their natural and cultural heritage, while accommodating desired land use and development activities consistent with contemporary standards, will enable the best outcomes to be achieved in each place.

Through the development of the Future Hobart Plan, several neighbourhood plans will be developed to ensure that the City of Hobart is at the forefront of urban planning policy, process, and outcomes that support future growth and the health and wellbeing of the community.

Planning for communities is a long-term proposition. It is also a collective endeavour, entailing the input, investment and commitment of government, agencies, industry, and most importantly, community. Each neighbourhood plan requires a collaborative effort between the City and the community to generate ideas of public value and shape a collective vision unique to each place. The neighbourhood plans will be flexible and outcome-focused, providing opportunities for strong community and stakeholder leadership to overcome challenges or to deliver innovations in planning and development.

Local action, globally connected

To be a globally relevant and contemporary capital city that is future-ready means ensuring that we are socially, economically, environmentally, and culturally sustainable. Our local actions contribute to the global movement to work towards a better world for current and future generations.

Adopted by 193 countries including Australia, the United Nation's *2030 Agenda for Sustainable Development* and its 17 Sustainable Development Goals (also known as the Global Goals) are a universal call-to-action to improve socio-economic outcomes and protect the environment. The Global Goals bring together all countries and require actions from all levels of government to ensure that by 2030 all people enjoy peace and prosperity on a thriving planet.

How to read this plan

This plan uses the eight pillars from the community vision to guide the outcomes and strategies.

The pillars rely on each other for success and should not be considered in isolation. They should be read with the community vision to ensure that the spirit and intent of the vision is captured in every initiative.

Term used in the plan	What this term means
Pillars	The aspects of city life, as described in the community vision.
Community panel's pillar vision statements	These statements were written by the vision project community panellists themselves. The statements have been copied from the vision document and included in each pillar of the strategic plan as a reminder of the community's goals and intent.
Outcomes	The outcomes are the goals we aim to achieve. They are linked to the focus areas of the vision. They are numbered as 1.1, 1.2 and so on.
Strategies	The strategies are how we will achieve the outcomes. They reflect the community panel strategies, and engagement findings from the community, staff, and elected members. They are numbered as 1.1.1, 1.1.2 and so on.

A glossary of key terms can be found in Appendix 1.

Pillar 1: Sense of place

We are a city of unique beauty, environment, heritage and people, built on a shared sense of ownership, pride and wonder. This spirit of place has been shaped by Tasmanian Aboriginal people for tens of thousands of years and continues to be shaped by all who have called Hobart home. It is developed jointly by community, private enterprise and government, valuing and enhancing our Hobart identity.

Outcome

1.1 Hobart keeps a strong sense of place and identity, even as the city changes.

Strategies:

- 1.1.1 Work with community and stakeholders to protect and enhance core elements of Hobart identity – kunanyi / Mount Wellington, the River Derwent, natural areas, quiet spaces and Hobart's heritage, culture and human scale – so they are valued as central features of Hobart's landscape and social fabric.
- 1.1.2 Create opportunities for people to connect to place, supporting spiritual and cultural customs and practices.
- 1.1.3 Share knowledge with and learn from other cities that have maintained or built a strong sense of place in the face of economic, environmental, social or other pressures.
- 1.1.4 Understand, prepare for and respond to the impacts of the global climate and biodiversity emergency and other factors on Hobart's identity and sense of place.

Outcome

1.2 Hobart's cityscape reflects the heritage, culture and natural environment that make it special.

Strategies:

- 1.2.1 In collaboration with community and stakeholders, continue and extend the program of city improvements and precinct upgrades.
- 1.2.2 Ensure City place-making planning and initiatives support local pride by reflecting community values and the character of local neighbourhoods.
- 1.2.3 With community and stakeholder participation, undertake whole-of-city structure planning, through development and implementation of the Future Hobart Plan and related neighbourhood plans.
- 1.2.4 Celebrate and highlight the uniqueness of Hobart's character and cultural heritage.
- 1.2.5 Implement Urban Design and Public Realm Design guidelines for streetscapes and public spaces that are high-quality, comfortable, vibrant, walkable and safe.
- 1.2.6 Champion, encourage and acknowledge design excellence in the built environment.

Pillar 2: Community inclusion, participation and belonging

We are an island capital city that is socially inclusive and coherently connected, whose people are informed, safe, happy, healthy and resilient.

Outcome

2.1 Hobart is a place that recognises and celebrates Tasmanian Aboriginal people, history and culture, working together towards shared goals.

Strategies:

- 2.1.1 Demonstrate leadership in Aboriginal social justice in partnership with Aboriginal people.
- 2.1.2 Highlight Tasmanian Aboriginal history and culture, including acknowledgement of the darkness of our shared experience, including through interpretation, arts and events, as well as exploring an Aboriginal dual naming framework.
- 2.1.3 Engage with Aboriginal people on how they want the City to work with them.
- 2.1.4 Demonstrate leadership through affirmative action measures around Aboriginal employment and procurement of goods and services from Aboriginal businesses.

Outcome

2.2 Hobart is a place where diversity is celebrated and everyone can belong, and where people have opportunities to learn about one another and participate in city life.

Strategies:

- 2.2.1 Support people from all backgrounds and life experiences to participate in Hobart life.
- 2.2.2 Support and advocate for all people and communities to celebrate their cultures, histories and identities, encouraging mutual understanding in the community.
- 2.2.3 Review and implement cross-cultural, diversity, equal access and other awareness and learning opportunities for staff.
- 2.2.4 Build and leverage our evidence base, experience and community knowledge to understand those who are most disadvantaged, excluded and vulnerable and develop appropriate initiatives to address their issues, in partnership with relevant stakeholders.

Outcome

2.3 Hobart communities are active, healthy and engaged in lifelong learning.

Strategies:

- 2.3.1 Provide and progressively enhance a range of affordable quality places and facilities, and infrastructure where people can enjoy education, recreation, socialising, healthy living and other activities and events.
- 2.3.2 Partner with neighbouring councils and the State Government to ensure the provision of diverse and accessible sporting and recreation facilities.

- 2.3.3 Ensure the provision of quality play spaces offering a range of imaginative play alternatives.
- 2.3.4 Ensure neighbourhoods, streets and public spaces help all people to be healthy and physically active.
- 2.3.5 Consider mental, physical and social health and wellbeing in the development of strategies, policies, projects and initiatives.
- 2.3.6 Celebrate Hobart's food culture and encourage an ecologically sustainable, resilient, healthy, equitable and economically viable food system.
- 2.3.7 Support accessible learning opportunities for people at all ages and stages of life, including foundational learning skills.
- 2.3.8 Enhance relationships with educational institutions and community-based organisations.

Outcome

- 2.4 Hobart communities are safe and resilient, ensuring people can support one another and flourish in times of hardship.**

Strategies:

- 2.4.1 Maintain and, when necessary, activate the City of Hobart Municipal Emergency Plan and Community Recovery Plan.
- 2.4.2 Support and implement initiatives to build resilience to emergencies, with a focus on those most vulnerable.
- 2.4.3 Protect and improve public and environmental health.
- 2.4.4 Ensure that Hobart is a safe and liveable city by enhancing community wellbeing and public safety and security, in partnership with key stakeholders.

Pillar 3: Creativity and culture

We are a city connected, embracing our diverse communities in cultural expression and creative and artistic participation; a city that enhances our homes, lifestyles and heritage; a city that bravely puts its people first.

Outcome

3.1 Hobart is a creative and cultural capital where creativity is a way of life.

Strategies:

- 3.1.1 Support Hobart's continued evolution as a creative and culturally engaging capital city, with a focus on community, accessibility and creative potential.
- 3.1.2 Implement a diverse public arts program that reflects Hobart's unique identity, through innovative, publicly accessible works of art.
- 3.1.3 Build creative arts and design thinking into the City's projects.
- 3.1.4 Champion and celebrate Hobart's creative and cultural institutions.

Outcome

3.2 Creativity serves as a platform for raising awareness and promoting understanding of diverse cultures and issues.

Strategies:

- 3.2.1 Use the creative arts as a platform for encouraging participation in public life and raising awareness of important issues.
- 3.2.2 Support arts and events as a means of story sharing and sparking conversations about ideas, histories and diverse cultures.
- 3.2.3 Support Tasmanian Aboriginal people to develop initiatives that enable creative and cultural practice.
- 3.2.4 Support creative and cultural initiatives that invite people to engage with Tasmanian Aboriginal history and culture.

Outcome

3.3 Everyone in Hobart can participate in a diverse and thriving creative community, as professionals and hobbyists.

Strategies:

- 3.3.1 Promote Hobart as a hub for creative practitioners to network, collaborate, access services and apply their skills.
- 3.3.2 Provide affordable and accessible opportunities for community members to engage in arts and culture.

Outcome

3.4 Civic and heritage spaces support creativity, resulting in a vibrant public realm.**Strategies:**

- 3.4.1 Support the activation of City-owned spaces for creative, cultural and commercial initiatives.
- 3.4.2 Activate streets, car parks and heritage spaces, to benefit the community and business sector through changes to infrastructure and as well as through public art, performances, events, festivals and markets.
- 3.4.3 Support and encourage initiatives to incorporate public art into public, private and commercial developments.

Pillar 4: City economies

We are a city whose economies connect people, businesses, education and government to create a high-quality lifestyle in a thriving and diverse community. Our city is our workshop. We collaborate, embracing ideas, inventiveness and initiative.

Outcome

4.1 Hobart's economy reflects its unique environment, culture and identity.

Strategies:

- 4.1.1 Identify and support Hobart's industries, which reflect the geography, climate, places, or particular skills found in Tasmania.
- 4.1.2 Attract investment that supports businesses and communities to flourish in ways consistent with the community vision.
- 4.1.3 Continue to incorporate sustainable economic thinking into the City's operations and decision-making.
- 4.1.4 Build local business capacity to transform toward a zero emissions and resilient city that can leverage circular economy practices.
- 4.1.5 Partner with stakeholders including local businesses and enterprises to find innovative solutions to significant challenges.
- 4.1.6 Explore ways to support and grow the 24-hour economy in Hobart.

Outcome

4.2 People have opportunities to participate in the economic life of the city.

Strategies:

- 4.2.1 Support ways of welcoming people of all backgrounds to participate in Hobart's economy and professional communities.
- 4.2.2 Promote Hobart as an attractive location for innovative knowledge economy industries.

Outcome

4.3 Diverse connections help Hobart's economy, businesses and workers thrive.

Strategies:

- 4.3.1 Actively support and engage with local area businesses, business groups, business networks, key institutions and stakeholders in the Hobart economy.
- 4.3.2 Support local businesses and retailers through the promotion of retail and other services in the city centre and retail precincts.
- 4.3.3 Develop and maintain visitor services and tourism infrastructure in partnership with key stakeholders and government agencies.
- 4.3.4 Build and maintain international relationships that deliver mutual economic and community benefits that are in line with the community vision.

Outcome

4.4 Hobart is a place where entrepreneurs and businesses can grow and flourish.**Strategies:**

- 4.4.1 Support and engage with new and emerging entrepreneurs and provide businesses with guidance on the City's regulatory and administrative requirements.
- 4.4.2 Support opportunities for businesses to test new ideas.

Outcome

4.5 Hobart's economy is strong, diverse and resilient.**Strategies:**

- 4.5.1 Understand and respond to the strategic context of the Hobart economy at regional, state, national and international levels.
- 4.5.2 Develop strategic relationships in major Hobart industries such as education, tourism, health, community services, science, research and the public and creative sectors.
- 4.5.3 Acknowledge, celebrate and leverage Hobart's position as a gateway to the Antarctic and Southern Ocean.
- 4.5.4 As the capital city, play a significant role as a gateway to Tasmania's visitor and tourism economy.

Pillar 5: Movement and connectivity

We are a city where everyone has effective, safe, healthy and environmentally friendly ways to move and connect, with people, information and goods, and to and through spaces and the natural environment. We are able to maintain a pace of life that allows us to fulfil our needs, such as work, study, business, socialising, recreation, accessing services, shopping, entertainment and spending time with loved ones.

Outcome

5.1 An accessible and connected city environment helps maintain Hobart's pace of life.

Strategies:

- 5.1.1 Improve connectivity throughout Hobart's inner city and suburbs.
- 5.1.2 Continue to work with the Tasmanian Government, to review transport networks to ensure their integrated planning and operation.
- 5.1.3 Consider social, environmental and economic elements in transport and technology decision-making.
- 5.1.4 Investigate transport and technology possibilities that meet the needs of daily life, are accessible, and reinforce values of sustainability and connection.
- 5.1.5 Collaborate with stakeholders and business on accessible, efficient, sustainable and innovative movement of people, information and goods.
- 5.1.6 Partner with Greater Hobart Councils and State and Federal government to explore regional initiatives to improve transport networks.

Outcome:

5.2 Hobart has effective and environmentally sustainable transport systems.

Strategies:

- 5.2.1 Work with stakeholders to move toward zero emissions and energy efficient transport and technology initiatives that improve city life, including trialling emerging solutions.
- 5.2.2 Embrace opportunities to use innovative technologies to support and manage transport networks and help us achieve the vision of being a vibrant and sustainable city.
- 5.2.3 Develop, upgrade and maintain the City's network of roads, bridges, cycleways, footpaths and walkways.
- 5.2.4 Identify and implement infrastructure improvements to enhance access and road safety and reduce air and noise pollution.
- 5.2.5 Prioritise and promote opportunities for safe, accessible and integrated active transport.
- 5.2.6 Advocate for and promote the increased use of public transport.

- 5.2.7 Develop and enhance greenways and linear parks between the city centre and surrounding areas.
- 5.2.8 Support the activation of the Northern Rail Corridor to the Hobart city centre.
- 5.2.9 Provide commuter and smart parking solutions that support a balanced, accessible and sustainable transport network.

Outcome**5.3 Technology serves Hobart communities and visitors and enhances quality of life.****Strategies:**

- 5.3.1 Respond to the current trends and future opportunities of the smart cities concept and associated technologies.
- 5.3.2 Use technology, including in assets and new civil infrastructure, to respond to challenges and enhance quality of life, in line with the community vision.
- 5.3.3 Connect innovation to values, understanding community needs before implementing new technologies.
- 5.3.4 Engage in technology collaborations with all levels of government, industry stakeholders, the education sector and the wider community.
- 5.3.5 Test the benefits of emerging technologies, providing insights for strategic, operational and legislative change.
- 5.3.6 Work with community, businesses and other stakeholders to bridge the digital divide and ensure digital communications and technologies are accessible and available to all.
- 5.3.7 Progress and continually improve the integration and security of the City's business systems.

Outcome**5.4 Data informs decision-making.****Strategies:**

- 5.4.1 Gather and appropriately manage relevant data that can be used to guide decision-making, monitor trends and measure progress.
- 5.4.2 Develop preparedness and critical response capabilities against cybersecurity threats and incidents.

Pillar 6: Natural environment

We are a city whose people see ourselves as part of a beautiful and unique natural environment, from the mountain to the river, which embrace us and shape our identity. We are proud custodians and advocates, ensuring resources are appreciated rather than wasted, supporting biodiverse ecosystems in honour of past, current and future generations.

Outcome

6.1 The natural environment is part of the city and biodiversity is conserved, secure and flourishing.

Strategies:

- 6.1.1 Strengthen open space connectivity, in partnership with relevant stakeholders, prioritising links between the river, bushland and the mountain, through acquisitions and other opportunities.
- 6.1.2 Work with partners to provide effective management of key natural assets.
- 6.1.3 Protect and enhance Hobart habitats and ecosystems, in partnership with relevant stakeholders, including wildlife corridors and waterways.
- 6.1.4 Protect and enhance Hobart's biodiversity, manage invasive species and through sensitive and ecologically sustainable use of parks and reserves.
- 6.1.5 Enhance tree canopy cover and greenery throughout Hobart.
- 6.1.6 Regulate, measure and manage potentially polluting activities, prioritising air and water quality.
- 6.1.7 Work with partners to provide effective management of key natural assets.

Outcome

6.2 Education, participation, leadership and partnerships all contribute to Hobart's strong environmental performance and healthy ecosystems.

Strategies:

- 6.2.1 Support initiatives for residents and visitors to foster their connection to nature.
- 6.2.2 Increase public awareness of and participation in environmental conservation and the care of bushland areas.
- 6.2.3 Care for Tasmanian Aboriginal sites, resources and landscapes in collaboration with Tasmanian Aboriginal people.
- 6.2.4 Engage with Tasmanian Aboriginal people to develop opportunities for undertaking cultural practices in Hobart's bushland.
- 6.2.5 Learn from and contribute to global best practices on natural environment management.

Outcome

6.3 Hobart is a city powered by renewable energy and supported by ecologically sustainable waste and water systems.

Strategies:

- 6.3.1 Implement significant waste reduction actions and programs to ensure the City's objective toward zero waste to landfill by 2030 is achieved.
- 6.3.2 Improve water quality in Hobart's waterways and identify water catchment activities that are contributing to stormwater pollution.
- 6.3.3 Continue to provide leadership in water-sensitive design and maintenance throughout Hobart.
- 6.3.4 Manage and maintain the City's waterways and stormwater assets using best practice asset management principles.

Outcome

6.4 Hobart is a leader on climate change and is responsive and resilient to natural disasters.

Strategies:

- 6.4.1 Respond to the global climate and biodiversity emergency by leading an evidence-based and integrated response to climate change by the City and with the community that leaves no one behind.
- 6.4.2 Enable the City and community to make informed decisions to reduce risks and vulnerabilities to climate-related hazards, leverage opportunities and increase preparedness for a changing climate.
- 6.4.3 Pursue opportunities to collaborate on climate change across Tasmania.
- 6.4.4 Incorporate disclosure of climate change risk and opportunities into the City's planning, operations, finances and risk management.
- 6.4.5 Actively manage bushfire risk in collaboration with the community and fire and emergency services.
- 6.4.6 Develop and implement resilient infrastructure to deal with extreme weather events.

Outcome

6.5 **Hobart's bushland, parks and reserves are places for sport, recreation and play.**

Strategies:

- 6.5.1 Ensure recreational use of the City's bushland is managed for the benefit of future generations without compromising natural values.
- 6.5.2 Encourage opportunities to activate the City's open space network for events and activities.
- 6.5.3 Develop and enhance the network of walking, cycling, mountain biking and other recreational tracks and trails throughout the City's open space network.
- 6.5.4 Manage outdoor spaces to accommodate the diverse outdoor recreational needs of the community.

Pillar 7: Built environment

We are a city that maintains our unique built and ecological character, where we all have a safe, secure and healthy place to live. We are a city where people and communities can access world-class services and infrastructure and provide for their social, cultural and economic wellbeing. We embrace change but not at the expense of our Hobart identity and character.

Outcome

7.1 Hobart has a diverse supply of housing and affordable homes.

Strategies:

- 7.1.1 Work in collaboration with government bodies and the not-for-profit sector to identify issues and pursue opportunities to address homelessness and housing affordability.
- 7.1.2 Identify City-owned assets that could support beneficial housing outcomes.
- 7.1.3 Advocate for people experiencing or at risk of housing stress and homelessness, including advocating for increased supply of diverse, social, and affordable housing, as well as enhanced recognition of the structures that contribute to homelessness.
- 7.1.4 Monitor and respond to the impacts of visitor accommodation.

Outcome

7.2 Development enhances Hobart's unique identity, human scale and built heritage.

Strategies:

- 7.2.1 Collaborate with stakeholders, to promote contemporary heritage conservation practices, that provide for the best possible care of heritage sites and adaptive reuse of heritage assets.
- 7.2.2 Advocate for iconic buildings and spaces to remain open to public access.
- 7.2.3 Develop and advocate for increasing city densification that reflects Hobart's character, in line neighbourhood structure planning.
- 7.2.4 Support existing buildings to meet changing needs, while recognising and enhancing Hobart's aesthetic and character.
- 7.2.5 Embrace opportunities to ensure new developments and redevelopments contribute to and reflect Hobart histories, heritage and culture.
- 7.2.6 Advocate for creative and sustainable ways to manage population growth in the built environment.
- 7.2.7 Ensure that social and economic outcomes, accessibility, climate change, biodiversity and green infrastructure are factored into city design.

Outcome**7.3 Infrastructure and services are planned, managed and maintained to provide for community wellbeing.****Strategies:**

- 7.3.1 Ensure the City's infrastructure supports health and wellbeing and is affordable and accessible for all.
- 7.3.2 Enhance asset management practices, to ensure assets meet future needs in line with strategic priorities and the impacts of climate change.
- 7.3.3 Measure, manage and support the effective use of city facilities, infrastructure and public spaces.
- 7.3.4 Ensure City-owned assets and public spaces are presented to a high quality to meet community and visitor requirements.

Outcome**7.4 Community involvement and an understanding of future needs help guide changes to Hobart's built environment.****Strategies:**

- 7.4.1 Ensure the City's land use and development policies work to maintain Hobart's identity and character.
- 7.4.2 Develop neighbourhood structure plans for key areas of the city.
- 7.4.3 Ensure transport and land use planning are integrated to deliver the best economic, social and environmental outcomes into the future.
- 7.4.4 Create development guidelines that facilitate working with existing building stock, including making energy efficient and climate-resilient upgrades.

Pillar 8: Governance and civic involvement

We are a city of ethics and integrity. We govern with transparency and accountability, encouraging and welcoming active civic involvement. We collaborate for the collective good, working together to create a successful Hobart.

Outcome

8.1 Hobart is a city that is well governed that recognises the community as an active partner that informs decisions.

Strategies:

- 8.1.1 Undertake genuine, transparent and appropriate community engagement to understand the current and future needs of the community and make informed decisions.
- 8.1.2 Ensure the needs of the community are well represented through effective advocacy and strong collaborative partnerships with key stakeholders and all levels of Government.
- 8.1.3 Foster trust through the implementation of effective civic leadership, ethical conduct and responsible governance processes that ensure accountability, transparency and compliance with all legislated and statutory requirements.
- 8.1.4 Ensure communications are clear, consistent, timely and accessible for all.

Outcome

8.2 Hobart is a city that delivers public value and excellence by being a financially responsible, high performing and accountable organisation that is responsive to the needs of the community.

Strategies:

- 8.2.1 Monitor and maintain financial sustainability and asset management into the future through responsible management of annual budgets and long-term financial planning.
- 8.2.2 Attract and invest in a high performing, diverse and engaged workforce that is committed to a culture of occupational health and safety, continuous improvement and innovation.
- 8.2.3 Foster a positive and supportive organisational culture that prioritises staff, elected member and volunteers' health and wellbeing.
- 8.2.4 Ensure a cross-disciplinary organisational culture that provides for integrated, strategic decision-making and diverse input into major projects.
- 8.2.5 Achieve improved customer service and experiences by enabling a customer-focused approach to service delivery.
- 8.2.6 Increase the efficiency and effectiveness of service delivery across the organisation and improve services, project management and asset planning.
- 8.2.7 Align service delivery expectations with available funding so that the sustainable management of all required supporting assets is achieved.

- 8.2.8 Ensure risks and legal processes are identified and managed effectively to achieve organisational priorities and strategic objectives.
- 8.2.9 Deliver high quality and timely procurement to support the delivery of capital works projects and services whilst achieving value for money.
- 8.2.10 Maintain a rating system that support fairness, capacity to pay and effectiveness.

Measuring success

The most important part of any strategic plan is its delivery, and how performance against the plan is assessed, measured and communicated to the community.

Our community will be our guide on whether we are supporting progress towards the vision for the city: that we are meeting their aspirations and retaining the identity of Hobart.

To deliver on the outcomes for Hobart that this plan describes, we will continue to facilitate active community participation, encouraging people to provide feedback on whether we are getting things right and how we can improve.

The City of Hobart's Annual Plan will detail what actions are being taken to meet or work towards the outcomes. Updates on performance against the Annual Plan are undertaken quarterly and summarised in the Annual Report.

This Capital City Strategic Plan will be reviewed at least every four years and, if necessary, will be adjusted to meet changes in Hobart.

Appendix 1 - Glossary

Biodiversity - the variety of life on Earth. It refers to the number, variety and variability of living organisms (animals, plants, fungi, microbes, etc.), the genetic differences among them, and the ecosystems in which they occur.

Community panel – a form of deliberative democracy, a community engagement method involving bringing together a group of community members to discuss a topic of importance, in this case, the community vision for Hobart.

Community panel's pillar vision statement - statements written by the vision project community panellists to guide each pillar.

Housing stress – the lowest 40 per cent of income earners who pay more than 30 per cent of their gross income on housing costs (rent or mortgage payments).

Outcomes - the goals we aim to achieve.

Pillars - aspects of city life, as described in the community vision.

Place-making - a multi-faceted approach to the planning, design and management of public spaces. Place-making capitalises on a local community's assets, inspiration, and potential, with the intention of creating public spaces that promote people's health, happiness, and well-being.

Public realm - streets, squares, parks, green spaces and other outdoor places that require no key to access and are available, without charge for everyone to use and should not be seen in isolation but in the context of its adjacent buildings, their uses and its location in a wider network of public and private space.

Resilience – the capacity of individuals, communities, institutions, businesses and systems to survive, adapt and thrive in the face of adversity, trauma, tragedy, threats or significant sources of stress.

Strategies - how the City will achieve the outcomes in this plan.

Water-sensitive design – an approach to planning and design in urban areas that makes use of stormwater as a resource and reduces the harm it causes to rivers and creeks.

Appendix 2 – Strategic alignment to UN Strategic Development Goals

[To be inserted in final document]

Appendix 3 – Data sources

- Australian Bureau of Statistics, 2021 Census
- Australian Bureau of Statistics, Estimated Residential Population June 2022
- id. – the population experts www.id.com.au
- Study in Australia, 2023 <https://www.studying-in-australia.org/international-students-in-australia-statistics/>
- Tasmanian Electoral Commission, 2022

22. Financial Report as at 31 March 2023
File Ref: F23/45136

Report of the Chief Financial Officer and the Director City Enablers of 17 May 2023.

Delegation: Council

REPORT TITLE: FINANCIAL REPORT AS AT 31 MARCH 2023**REPORT PROVIDED BY:** Chief Financial Officer
Director City Enablers**1. Report Summary**

- 1.1. As at 31 March 2023, the City was \$5.2 million underspent when compared to the year-to-date Budget for operating activities.
- 1.2. The forecast end of financial year position is a \$754 000 surplus.
- 1.3. As at 31 March 2023, the City had spent \$25.1 million, or 28.9 per cent of the full year Budget for capital activities, including plant and equipment. When adjusting for commitments of \$18 million, this results in a total of \$43.1 million, or 49.5 per cent of the full year Budget.

2. Operating Activities

	Year to Date			Full Year			
	Budget	Actual	Variance	Original Budget	Revised Budget	Forecast	Variance
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Revenues							
Rates and Charges	101,037	100,660	(377)	101,108	101,276	101,276	0
Fire Levy Commission	401	401	0	535	535	535	0
Fines	5,650	5,518	(132)	7,170	7,569	7,569	0
Fees and Charges - Car Parks	9,523	9,580	57	12,691	12,691	12,691	0
Fees and Charges - On Street							
Parking	5,400	5,245	(155)	7,200	7,200	7,200	0
Other Fees and Charges	11,362	11,909	548	15,752	15,003	15,003	0
Operating Grants	2,060	1,789	(271)	3,806	4,847	4,505	(342)
Interest	1,141	1,128	(13)	248	1,803	1,803	0
Rents	2,566	2,550	(16)	3,167	3,167	3,167	0
Tas Water Distributions	1,043	1,086	43	2,606	2,606	2,606	0
Total Revenues	140,183	139,869	(315)	154,283	156,697	156,355	(342)
Expenses							
Labour	52,227	48,417	3,810	67,628	68,427	68,427	0
Materials and Services	26,354	25,209	1,144	31,729	32,643	32,643	0
Finance Costs	1,301	1,301	0	2,032	2,032	2,032	0
Fire Levy	10,037	10,037	0	13,383	13,383	13,383	0
Depreciation	25,071	25,071	0	33,428	33,428	33,428	0
Other Expenses	4,401	3,881	520	5,550	5,741	5,741	0
Total Expenses	119,391	113,917	5,474	153,751	155,655	155,655	0
Underlying Result	20,792	25,952	5,160	533	1,043	701	(342)

3. Year-to-date Variations

- 3.1. The year-to-date revenue is currently below budget by \$315 000. This is primarily due to the below factors:
- 3.1.1. \$271 000 in Operating Grants from the misallocation of the Safer Communities grant to the operating budget instead of capital; and
 - 3.1.2. \$377 000 in Rates and Charges as supplementary rates tracking below current forecast.
- 3.2. This is offset by an increase in Other Fees and Charges of \$548 000. Consisting of increased commissions and sales of goods for the Tasmanian Travel and Information Centre, and landfill income from McRobies Waste Management Centre.
- 3.3. There are savings of \$5.5 million across expenditure categories. This is predominately due to:
- 3.3.1. \$3.8 million in Labour due to vacant positions;
 - 3.3.2. \$1.1 million in Materials and Services for underspent contractor services accounts; and
 - 3.3.3. \$520 000 due to timing of grant payments.

4. Operating Variation Requests

- 4.1. Based on the March review, the following amendments to the existing operational budget are proposed:

Category	Amount (\$'000)	Reason
Revenue (decreases)	(342)	Movement of Safer Communities grant funding from Operating to Capital

5. Capital Activities

Capital Categories	2022-23 Budget (Including carry forwards)	Expenditure 31 March 2023	Percentage of Budget Spent	2022-23 Commitments	2022-23 Forecast
	\$'000	\$'000	%	\$'000	\$'000
New Assets	25,756	4,999	19.41	3,726	10,824
Renewal Assets	37,167	12,547	33.76	7,336	23,858
Upgrade Assets	9,828	2,100	21.37	384	7,534
Expensed	3,616	1,719	47.53	909	3,256
Plant and Equipment	10,786	3,775	35.00	5,646	9,421
Total	87,153	25,140	28.85	18,001	54,893

- 5.1. As at 31 March 2023, there was a considerable underspend against the total capital works budget. However, there is an additional \$18 million of commitments within the finance system.
- 5.2. While the additional commitments provide a more accurate reflection of progress on Capital Works and Plant and Equipment expenditures, some commitments may have a long lead time and therefore may not be incurred in 2022-23.
- 5.3. Based on projections provided by the managers, the forecasted capital expenditure for 2022-23 is currently forecast to be \$54.9 million.

6. Capital Variation Requests

6.1. Based on the March review, the following amendments to the existing capital budget are proposed as follows:

Category	Amount (\$'000)	Reason
Capital Revenue (increases)	342	Movement of Safer Communities grant funding from Operating to Capital
Capital Revenue (decreases)	(114)	The Old Farm Road Bridge Replacement project was delivered under budget. Grant revenue and expenditure have been reduced to reflect his outcome.
Capital Expenditure (increases)	174	Request for new project funding relating to implementation of a new Council Intranet. The project aims to replace the current outdated Intranet with a more contemporary platform with benefits such as: <ul style="list-style-type: none"> • More effective communications; • Improved staff engagement; • Enhanced productivity; and • Greater user satisfaction.
Capital Expenditure (decreases)	(114)	The Old Farm Road Bridge Replacement project was delivered under budget. Grant revenue and expenditure have been reduced to reflect his outcome.

7. Loans and Investments

7.1. As at 31 March 2023, the City had:

- 7.1.1. Eight loans with an outstanding balance of \$53.7 million;
- 7.1.2. 15 current term deposit investments, with the total invested being \$49 million; and
- 7.1.3. \$26.1 million in cash in addition to the investments. The total included \$1.6 million in the Heritage Account.

8. Financial Sustainability Indicators

Indicator No:	Description	Target (Original Budget) 2022-23	March 2023 Forecast	Target Benchmark
1	Underlying Result (\$'000)	533	701	>0
2	Underlying Result Ratio (%)	0.35	0.45	0 - 2
3	Net Financial Liabilities (\$m)	(74)	(74)	>(71)
4	Net Financial Liabilities Ratio (%)	(48)	(47)	>(50)
5	Net Interest Expense Cover Ratio (%)	1.1	0.1	< 7
6	Asset Sustainability Ratio (%)	91.9	91.9	100
7	Asset Consumption Ratio (%)	59.4	59.4	40 - 80
8	Asset Renewal Funding Ratio (%)	171.2	171.2	100

- 8.1. As at 31 March 2023, the forecast for the financial sustainability indicators remains consistent with the targets approved as part of the 2022-23 Budget Estimates.

9. Recommendation*That:***1. Council approve the following amendments to the City's 2022-23 operational budget:**

Category	Amount (\$'000)	Reason
Revenue (decreases)	(342)	Movement of Safer Communities grant funding from Operating to Capital

2. Council approve the following amendments to the City's 2022-23 the capital budget:

Category	Amount (\$'000)	Reason
Capital Revenue (increases)	342	Movement of Safer Communities grant funding from Operating to Capital
Capital Revenue (decreases)	(114)	The Old Farm Road Bridge Replacement project was delivered under budget. Grant revenue and expenditure have been reduced to reflect his outcome.
Capital Expenditure (increases)	174	Request for new project funding relating to implementation of a new Council Intranet. The project aims to replace the current outdated Intranet with a more contemporary platform with benefits such as: <ul style="list-style-type: none"> • More effective communications; • Improved staff engagement; • Enhanced productivity; and • Greater user satisfaction.
Capital Expenditure (decreases)	(114)	The Old Farm Road Bridge Replacement project was delivered under budget. Grant revenue and expenditure have been reduced to reflect his outcome.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Michelle Wickham
CHIEF FINANCIAL OFFICER



Michael Reynolds
DIRECTOR CITY ENABLERS

Date: 17 May 2023
File Reference: F23/45136

23. Procurement - Quotation Exemption Report
File Ref: F23/39263

Report of the Manager Rates, Procurement and Risk and the Director City Enablers of 9 May 2023 and attachment.

Delegation: Council

REPORT TITLE: PROCUREMENT - QUOTATION EXEMPTION REPORT**REPORT PROVIDED BY:** Manager Rates, Procurement and Risk
Director City Enablers**1. Report Summary**

- 1.1. The purpose of this report is to provide a listing of exemptions from the requirement to seek three written quotations granted for the period 1 January to 31 March 2023 for the information of Elected Members.
- 1.2. The community benefit is providing transparency and delivering best value for money through strategic procurement decision-making.

2. Key Issues

- 2.1. It is a legislative requirement that Council establishes and maintains procedures for reporting by the Chief Executive Officer to Council in relation to the purchase of goods, services or works where a public tender or quotation process is not used.
- 2.2. At its meeting on 19 March 2018, the Council resolved that a report of exemptions granted from the requirement to seek three written quotes be presented quarterly as at 31 March, 30 June, 30 September and 31 December each year.
- 2.3. A report is attached for the period 1 January to 31 March 2023.
- 2.4. It is proposed that Council note the exemptions from the requirement to seek three written quotes granted for the period 1 January to 31 March 2023.

3. Recommendation***That:***

1. ***The report titled 'Procurement – Quotation Exemption Report' be received and noted.***
2. ***The Council note the exemptions granted from the requirement to seek three written quotations for the period 1 January to 31 March 2023.***

4. Background

- 4.1. At its meeting on 19 March 2018, the Council resolved inter alia that:
 - 4.1.1. *A report of exemptions granted from the requirement to seek three written quotes be presented as at 31 March, 30 June, 30 September and 31 December each year.*
- 4.2. A report outlining the quotation exemption from the requirement to seek three written quotes granted during the period 1 January to 31 March 2023 is attached – **refer Attachment A.**
- 4.3. As outlined in the City's Code for Tenders and Contracts (the Code) where a Council Contract does not exist the City will seek a minimum of three written quotes for procurements between \$50,000 and \$249,999.
- 4.4. There may be occasions where, for a number of reasons, quotation(s) cannot be obtained / sought from the market or where doing so would have no additional benefit to the City or the market.
- 4.5. Therefore, exemptions from the requirement to seek written quotes can be sought from the Divisional Director but only if an acceptable reason exists as outlined in the Code, as follows:
 - (a) where, in response to a prior notice, invitation to participate or invitation to quote:
 - no quotations were submitted; or
 - no quotations were submitted that conform to the essential requirements in the documentation;
 - (b) where the goods, services or works can be supplied only by a particular supplier and no reasonable alternative or substitute goods, services or works exist e.g. a sole supplier situation exists;
 - (c) for additional deliveries of goods, services or works by the original supplier that are intended either as replacement parts, extensions or continuing services;
 - (d) where there is an emergency and insufficient time to seek quotes for goods, services or works required in that emergency;
 - (e) for purchases made under exceptional circumstances, deemed reasonable by the responsible Director;
 - (f) where a quotation was received within the last 3 months for the same goods, services or works (e.g. a recent value for money comparison was made);
 - (g) for purchases made under exceptionally advantageous conditions that only arise in the very short term, such as from unusual disposals, liquidation, bankruptcy or receivership and not for routine purchases from regular suppliers; or

- (h) for a joint purchase of goods or services purchased with funds contributed by multiple entities, where Council is one of those entities and does not have express control of the purchasing decision.

- 4.6. For the period 1 January to 31 March 2023 there were six exemptions granted, where expenditure was between \$50,000 and \$249,999 and therefore three written quotations were required to be sought in line with the Code.
- 4.7. Four exemptions were granted on the grounds that the goods or services could only be supplied by one particular supplier and two exemptions were granted on the grounds that the services were additional services by the original supplier intended as extensions or continuing services.

5. Legal, Risk and Legislative Considerations

- 5.1. Regulation 28 of the *Local Government (General) Regulations 2015* states that the Council's Code for Tenders and Contracts must *(j) establish and maintain procedures for reporting by the general manager to the council in relation to the purchase of goods or services in circumstances where a public tender or quotation process is not used.*

6. Discussion

- 6.1. It is proposed that Council note the exemptions granted from the requirement to seek three written quotes for the period 1 January to 31 March 2023.
- 6.2. As outlined in the Code, quotation exemptions for a value under \$50,000, that is where one or two written quotations are required to be sought but an exemption from that requirement has been granted by the relevant Divisional Director, have been reported to the Chief Executive Officer.
- 6.3. All approvals for the exemptions from the requirement to Tender are sought and reported through the formal Council approval process.

7. Capital City Strategic Plan

- 7.1. The City's Code for Tenders and Contracts is referenced in this report as it provides a framework for best practice procurement and sets out how the City will meet its legislative obligations in respect to procurement, tendering and contracting.
- 7.2. This report is consistent with strategy 8.5.4 in the City of Hobart Capital City Strategic Plan 2019-29, being to *deliver best value for money through strategic procurement decision-making.*

8. Financial Viability**8.1. Funding Source and Impact on Current Year Operating Result**

- 8.1.1. All expenditure noted in the attached listing of quotation exemptions granted was funded from the 2022-23 budget estimates.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Lara MacDonell
**MANAGER RATES, PROCUREMENT
AND RISK**



Michael Reynolds
DIRECTOR CITY ENABLERS

Date: 9 May 2023
File Reference: F23/39263

Attachment A: Report - Quotation Exemptions Granted (3 Quotes) 1 January to 31 March 2023 ↓ 

Purchasing Quotation Exemptions Granted: 1 January to 31 March 2023*(Exemptions granted from the requirement to seek 3 written quotations)*

Date	Supplier	Description of Goods / Services	Amount (ex GST)	Policy Exemption Clause	Exemption Reason	Purchasing Officer	Approved by
12/12/2022	Stoneset Pty Ltd	Domain Athletics Centre throws area resurfacing and drainage replacement	\$230,002	10.1 (b)	<p>The exemption was granted on the grounds that the goods, services and works could only be supplied by a particular supplier and no reasonable alternative exists.</p> <p>This supplier is the only provider of commercial products and systems with a suitable design life and guarantee of quality and performance from which to source the product and services.</p> <p>The City conducted a separate Request for Quotation to the market for the demolition and removal of the existing surface.</p>	Strategic Recreation Planner	Director City Life

Date	Supplier	Description of Goods / Services	Amount (ex GST)	Policy Exemption Clause	Exemption Reason	Purchasing Officer	Approved by
18/01/2023	GHD Pty Ltd	Additional works required for the Argyle / Campbell Street Bike Land Design Project.	\$78,970	10.1(c)	<p>The exemption was granted on the grounds that the services were additional deliveries by the original supplier intended as extension or continuing services where a change of supplier would result in a negative impact for the City of Hobart.</p> <p>The additional works were outside of the original contracted scope. The change was determined as necessary by the City of Hobart and Department of State Growth prior to finalisation and approval of the final project design.</p>	Manager City Mobility	Director City Futures
10/2/2023	Reece Plumbing	Supply of sprinklers, parts and irrigation controls	\$105,000 (3 years)	10.1 (b)	<p>The exemption was granted on the grounds that the goods, services and works could only be supplied by a particular supplier and no reasonable alternative exists.</p> <p>The City uses the National Procurement Network Panel of Providers – Contract LB283 Water and Sewerage Products. There is only one provider under this Contract that can supply the specific products required by the City.</p>	Manager Bushland, Biodiversity and Waterways	Director City Life

Date	Supplier	Description of Goods / Services	Amount (ex GST)	Policy Exemption Clause	Exemption Reason	Purchasing Officer	Approved by
2/3/2023	Ixom Operations Pty Ltd	Supply of sodium hypochlorite for Doone Kennedy Hobart Aquatic Centre	\$100,000	10.1(b)	<p>The exemption was granted on the grounds that the goods, services and works could only be supplied by a particular supplier and no reasonable alternative exists.</p> <p>This provider is the only provider that supplies large quantities of sodium hypochlorite in bulk. There are no other providers from which to purchase bulk quantities.</p>	Manager DKHAC	Director City Life
17/3/2023	Geometry Pty Ltd	Data migration services to migrate data to the Department of Justice's system PlanBuild.	\$75,000	10.1 (b)	<p>The exemption was granted on the grounds that the services could only be supplied by a particular supplier and no reasonable alternative exists.</p> <p>Geometry is the sole developer of the PlanBuild application and have sole access to its data structure. They are therefore the only organization that can undertake data migration activity with the City of Hobart.</p>	Chief Information Officer	Director City Enablers

Date	Supplier	Description of Goods / Services	Amount (ex GST)	Policy Exemption Clause	Exemption Reason	Purchasing Officer	Approved by
20/3/2023	Sustainable Engineering Tas	Project management services for the delivery of the Stage 3 and 4 of the Pinnacle Road Guard Rail project.	\$100,000	10.1 (c)	<p>The exemption was granted on the grounds that the services were additional deliveries by the original supplier intended as extension or continuing services where a change of supplier would result in a negative impact for the City of Hobart.</p> <p>The Contractor was awarded the design and project management contract for the previous Stage 1 and 2 projects following a competitive RFQ process. They therefore have intimate knowledge and understanding of the complexity and intricacy of delivering the project in an environmentally sensitive area within Wellington Park.</p>	Manager Programming and Delivery	Director Connected City

24. Council Meeting Times and Procedures
File Ref: F23/46780

Report of the Manager Legal and Governance and the Director City Enablers of
9 May 2023.

Delegation: Council

REPORT TITLE: COUNCIL MEETING TIMES AND PROCEDURES

REPORT PROVIDED BY: Manager Legal and Governance
Director City Enablers

1. Report Summary

- 1.1. This report considers three proposals in regard to Council meetings including:
 - 1.1.1. varying the commencement time of Council's monthly meetings from the current 5:00 pm to either 1:00 pm or 3:00 pm;
 - 1.1.2. investigating live electronic voting to record Elected Member votes at Council meetings; and
 - 1.1.3. investigating the provision of training for all Elected Members in meeting procedures.
- 1.2. The purpose of the reforms recommended in the report is to improve the effectiveness and efficiency of the Council's monthly meetings, particularly in response to concerns at their late finish times.
- 1.3. The benefit anticipated is greater capacity for all Elected Members to attend meetings through to their conclusion, with consequent improvements in the quality of debate and decision-making, and a reduction in Work, Health and Safety risks.

2. Key Issues

- 2.1. Multiple Council meetings in recent months have concluded after 10:00 pm. The April 2023 meeting finished after 11:00 pm.
- 2.2. This poses Work, Health and Safety risks to those driving home late and impacts the ability of the Council to fully debate agenda items.

3. Recommendation

That:

- 1. Council meetings commence at 1pm starting from the next scheduled Council meeting, being 19 June 2023.***
- 2. Officers investigate options for introducing live electronic voting to record Elected Member votes at Council Meetings, which will be the subject of a further report to Council.***
- 3. A program be developed and rolled-out to support all Elected Members in best practice meeting procedures.***

4. Background

- 4.1. City of Hobart Council meetings have commenced at 5:00 pm for several years.
- 4.2. Most recently, on 21 November 2022, the Council resolved to adopt a Governance Calendar that programmed monthly Council meetings, fortnightly Planning Committee meetings, fortnightly Workshops, and quarterly Portfolio Committee meetings.
- 4.3. The Council also resolved that the start time for Council meetings, Planning Committee meetings and Workshops is 5:00 pm.
- 4.4. Multiple Council meetings in recent months have concluded after 10:00 pm, with the April 2023 meeting concluding after 11:00 pm.
- 4.5. Some Elected Members and staff have expressed concern at the late finish time, particularly of the April meeting.

5. Legal, Risk and Legislative Considerations

- 5.1. Meetings extending late into the night create Work, Health and Safety risks for those driving home late (both Elected Members and those officers who are required to attend Council meetings), often in addition to working a normal workday.
- 5.2. A start time earlier than 5:00 pm requires an absolute majority of the Council: regulation 6(1) of the *Local Government (Meeting Procedures) Regulations 2015*. That is, it requires a resolution of 7 or more Elected Members: section 3 of the *Local Government Act 1993*.
- 5.3. Electronic voting by Elected Members is permissible under regulation 27(2) of the *Local Government (Meeting Procedures) Regulations 2015*.

6. Discussion

- 6.1. In setting meeting start times, a number of factors need consideration, and it is unlikely that any single meeting time will suit all.
- 6.2. Council's primary consideration in setting Council meeting times should be the availability and convenience of Elected Members. Council's meetings are its peak decision-making forum. As such, facilitating maximum Elected Member attendance at meetings is vital for Elected Members' participation in Council decision-making.
- 6.3. However, that applies at both ends of the meeting, to accommodate participation by Elected Members with diverse work and family commitments. Some of a Council meeting's most important items lie, of necessity, in the closed portion of its agenda.
- 6.4. Presumably part of the rationale for the 5:00 pm start time was to accommodate full-time workers in the traditional economy. On the other

hand, earlier meeting times may be preferable for participation by others (part-time workers, shift workers, others working in the 'night economy', parents of young children, and carers.)

- 6.5. Council should also consider the impact of late-night finishes on debate and the consequent quality of decision-making.
- 6.6. Neither are such meetings family-friendly (albeit Elected Members can claim reimbursement for childcare expenses required when attending Council meetings).
- 6.7. Another traditional consideration has been public attendance at Council meetings, which are open to the public to attend and observe. However, that need is now largely addressed by Council meetings being live-streamed, recorded and published for later viewing online.
- 6.8. It is suggested Council consider a start time of 1:00 pm as practiced by Launceston City Council. This would enable members of the public to physically attend the start of Council meetings (including Public Question Time) during a lunch break. It would conclude a 6-hour meeting, such as that of April 2023, by 7:00 pm.
- 6.9. If 1:00 pm is considered too early a start time, then 3:00 pm would approximate the Glenorchy City Council's start time of 3.30 pm.
- 6.10. Electronic voting by Elected Members could reduce the time currently needed in meetings to take and record their votes.
- 6.11. Meeting procedure training could promote a shared understanding of procedures to enhance the efficiency with which meetings are conducted.

7. Financial Viability

- 7.1. Earlier meeting starts would reduce overtime payable to those officers eligible for it who are required to work after hours for Council meetings.
- 7.2. Investigations into electronic voting and meeting procedure training would identify cost estimates for both.
- 7.3. Meeting procedure training would not need to come from Elected Member professional development funds.

8. Communications Strategy

- 8.1. Pursuant to regulation 7(4) of the of the *Local Government (Meeting Procedures) Regulations 2015*, any change to meeting start times would be updated on the Council's website, at the Town Hall, and notified in *The Mercury*.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Tom Baxter
**MANAGER LEGAL AND
GOVERNANCE**



Michael Reynolds
DIRECTOR CITY ENABLERS

Date: 9 May 2023
File Reference: F23/46780

REPORT OF THE ACTING CHIEF EXECUTIVE OFFICER

25. Professional Development Reporting - Councillor Kelly
File Ref: F23/50152

Report of the Acting Chief Executive Officer of 17 May 2023.

Delegation: Council



City of **HOBART**

Professional Development Reporting - Councillor Kelly

In accordance with the Elected Member Development and Support Policy, Councillor Kelly has advised he will be tabling a report on a recently completed professional development activity at the meeting.

RECOMMENDATION

That the professional development report tabled by Councillor Kelly, be received and noted.

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.

Kat Panjari
ACTING CHIEF EXECUTIVE OFFICER

Date: 17 May 2023
File Reference: F23/50152

MOTIONS OF WHICH NOTICE HAS BEEN GIVEN

**IN ACCORDANCE WITH REGULATION 16(5) OF THE LOCAL GOVERNMENT
(MEETING PROCEDURES) REGULATIONS 2015**

26. Governance of Motions
File Ref: F23/47092

Councillor Posselt and Alderman Behrakis

Motion:

"Part 1

That:

When Council resolves to endorse a Notice of Motion, the following shall occur:

1. When Council resolves to endorse a request for a report, council officers will supply that report within 6 months* of endorsement. Therein shall be:
 - a. A projected timeline of any possible community consultation.
 - b. A projected timeline of any possible officer/consultant work, such as design and budget process.
 - c. A projected timeline of associated capital works.

*When officers have reasonable grounds to request an extension of this timeframe, officers will request an extension of time at a council meeting within 3 months, but not beyond, the Notice of Motion being endorsed. The request shall include therein reasons why officers are unable to meet the 6 month reporting timeframe, and a likely projected timeline by which the report will be completed.

2. When specific actions are endorsed, council officers will supply a projected timeline for those actions to occur at the council meeting within one month of council resolving to endorse the Notice of Motion.

Part 2

That:

1. Council officers will undertake an audit of all endorsed Notices of Motion from the previous term of council and report back to council the status of each endorsed, unactioned Notice of Motion.
2. Where officers identify unactioned endorsed Notices of Motion, an organisational response will be provided to:

- a. Identify if subsequent council or officer actions rule the motion superfluous, or
- b. Provide a clear path for actioning and resolving the outstanding Notice of Motion and associated timeline.”

Rationale:

“Notices of motion are an important tool for elected members to guide the organisation in the direction they see fit under the Local Government Act. This Notice of Motion seeks to ensure that all motions endorsed by the Council are responded to in a reasonable timeframe. It further seeks to provide elected members with a guiding timeline for actions associated with the endorsed Notice of Motion. These steps allow elected members to hold the organisation accountable, through the CEO, for following through on endorsed Notice of Motions and any council resolution in a timely manner. It further, enables the public to hold Elected Members and The City to account as estimated time frames for action will be transparent and in the public domain as agenda items at council.

In addition, there are very valid reasons associated with process and requirements under the Act, which result in what appear to be unreasonable delays. Often the public and Elected Members are unaware of these requirements that prevent projects from happening quickly. This motion will result in greater transparency about the steps involved in various processes and the associated timeline for action.”

Administration Response to Notice of Motion

Discussion

1. Council governance officers have commenced work in relation to Part 2 of the Notice of Motion by reviewing endorsed Notices of Motions with a view to then reporting back to Council pursuant to Part 2.1 of this Notice of Motion.
2. In relation to Part 2.2 of this Notice of Motion, internal consultations are required with those responsible for implementing unactioned Notices of Motion to ascertain a clear path for actioning and resolving the outstanding Motion and associated timeline.
3. If Council endorses this Notice of Motion, Council officers will pursue the above and other work towards implementing the Motion’s requirements and then report back to Council.

Strategic, Legislative and Policy Implications

Capital City Strategic Plan

Pillar: 2 – Community inclusion, participation and belonging.

8 – Governance and civic involvement

Outcome: 2.2 Hobart is a place where diversity is celebrated and everyone can belong, and where people have opportunities to learn about one another and participate in city life.

8.1 Hobart is a city of best practice, ethical governance and transparent decision-making.

8.3 City leadership is accessible and reflects Hobart communities.

Strategy: 2.2.7 Ensure all community members have the opportunity and capacity to access City of Hobart information, services and programs

8.1.1 Practise integrity, accountability, strong ethics and transparency in the City's governance, policymaking and operations.

8.1.2 Practise and communicate good city governance and decision-making.

8.1.3 Ensure systematic and useful measurement of community outcomes and the City's performance.

8.3.3 Support the elected representatives to undertake their role.

8.3.4 Ensure City leadership aligns with Council values.

Legislation and Policy

Legislation: *Local Government Act 1993*

Policy: N/A

Financial Implications

1. The financial implications of this Notice of Motion would be the additional staff time of Council officers working to implement its auditing and ongoing reporting.

27. Off-Peak and 15 Minutes Free Parking
File Ref: F23/48655

Councillor Elliot

Motion

“That the Council request officers to provide a draft Parking Management Plan as part of the Transport Strategy in a report to Council by November 2023 that:

1. considers a plan for implementing peak and off-peak parking rates for on-street car parking, including recommendation of rates and times
2. considers a plan for implementing on-street parking arrangements that provide the first 15 minutes free of charge.”

Rationale

“The key mode of transport for most Tasmanians, including the Hobart community is private vehicle. The Greater Hobart Transport Survey undertaken in 2019 showed that 84 per cent of work trips are by private vehicle and there is an average of 1.9 vehicles per dwelling in Greater Hobart.

The availability and affordability of parking can deter people from visiting the CBD. The current economic climate with increasing interest rates and inflation and high costs of living puts pressure on household budgets and is likely to trigger a slowdown in consumer spending.

As neighbouring municipalities mature, there is less need for people to travel into the Hobart CBD. While this may be pleasing for some, most businesses within our city require trade from outside of the Hobart local government area to be sustainable.

Our CBD businesses also face growing competition from online. Australia Post reported that 60 per cent of Australian households purchased online 12 or more times in 2022. Further, the number of online purchases made by Tasmanians increased by 9.9 per cent year-on-year from 2021 to 2022. Australia Post predicts that by 2033 one third of the dollars spent on retail in Australian will be via an online purchase.

Despite being significantly larger by area and population than Hobart and despite being serviced by a more significant public transport network, the City of Melbourne has recognised and is acting on practical changes to improve their customer's parking experience.

For example, the City of Melbourne are introducing the first 15 minutes being free in certain parking spaces to support short trips and to reduce unnecessary congestion and emissions as people search for a free spot. The City of Melbourne is also implementing off-peak parking rates viewing this as a fairer model and a move towards demand-based pricing.

These changes are described in detail in the City of Melbourne's *Parking and Kerbside Management Plan* at <https://www.melbourne.vic.gov.au/about-council/committees-meetings/meeting-archive/MeetingAgendaItemAttachments/1022/18101/MAY23%20FMC2%20AGENDA%20ITEM%206.4.pdf> "

Administration Response to Notice of Motion

Discussion

1. The Parking Management Plan will be completed as part of the Transport Strategy work with a draft due late 2023.
2. A principle of the City of Melbourne Parking and Kerbside Management Plan is to propose a strategy for managing access to contested public space, the whole spectrum of use of the kerbside not just parking.
3. Officers would like to ensure a wholistic review is conducted and will consider each component of this notice of motion and provide a response to its impacts and/or benefits.
4. The work is planned as part of a large portfolio of mobility work, accelerating it faster than November will require work to stop on other prioritised projects including the wider transport strategy and the progression of other mobility projects.

Strategic, Legislative and Policy Implications

Capital City Strategic Plan

Pillar: 5 – Movement and Connectivity

Outcome: 5.1 An accessible and connected city environment helps maintain Hobart's pace of life

5.2 Hobart has effective and environmentally sustainable transport system.

Strategy: 5.1.1 Improve connectivity through Hobart's inner city and suburbs

5.1.2 Consider social, environmental and economic elements in transport and technology decision-making.

5.1.3 Investigate transport and technology possibilities that reinforce values of efficiency, sustainability, connection and helping people to meet the needs of daily life.

5.1.7 Collaborate with stakeholders and business on the efficient, sustainable and innovative movement of people, information and goods.

5.2.1 With the Tasmanian government, review transport networks to

ensure their integrated operation.

5.2.2 Embrace opportunities to use innovative technologies to support and manage transport networks and improve travel experience.

5.2.3 Develop, upgrade and maintain the City's network of roads, bridges, cycleways, footpaths and walkways.

5.2.5 Prioritise opportunities for safe and integrated active transport.

5.2.11 Provide commuter and smart parking solutions.

Legislation and Policy

Legislation: *Local Government Act 1993;*

Policy: *N/A*

Financial Implications

1. Consultants will be required to support the analysis and recommendations required for this response.
2. Officers will endeavour to define the scope for the parking management plan procurement brief to ensure these elements are included with minimal impact on cost.

28. UTAS Student Association Meeting
File Ref: F23/48729

Councillor Elliot

Motion

“That the Lord Mayor, on behalf of the Council, invite representatives from the Tasmanian University Student Association to meet with the Council to discuss:

- what is beneficial and detrimental to learning and student life from an urban and building design perspective and
- their concerns with UTAS’ intended full relocation from the Sandy Bay campus to the CBD.”

Rationale:

“The recent elector poll clearly demonstrates that most of the Hobart community does not support UTAS’ move from Sandy Bay into the CBD, with around 75 per cent of Hobart voters stating ‘no’ when asked if they support UTAS’ relocation.

One of the key groups that will be significantly impacted by UTAS’ plans are its students. UTAS have stated that its intended full relocation from Sandy Bay to the CBD will see around 8,500 students using UTAS’ CBD buildings. The Council’s draft Central Hobart Plan refers to “a concentration of students living, studying and working in Central Hobart.”

The Tasmanian University Student Association has recently announced that it does not support UTAS’ relocation plans.

Given the Council’s role to represent and consult the community, and to lead the development and implementation of the City’s strategic direction, it is prudent for the Council’s to proactively engage with the university student community.

It is understood that there is a multi-stakeholder meeting scheduled for 7 June but this will only be attended by the Lord Mayor, Deputy Lord Mayor and CEO, with other Elected Members not allowed to attend. It is expected that this Motion’s meeting would take an informal approach, with all Elected Members welcome to attend to hear directly from the student community.”

Administration Response to Notice of Motion

Discussion

In accordance with the Council decision of 12 December 2022, a number of key stakeholders, including the Tasmanian University Student Association (TUSA), have been invited to attend a meeting scheduled on 7 June 2023 to deal with the 'Elector Poll and a mechanism to move forward expediently.' The TUSA has confirmed they will have two representatives in attendance at the meeting.

A summary of the stakeholder meeting will be included in the Elected Member bulletin.

Strategic, Legislative and Policy Implications

Capital City Strategic Plan

Pillar: 2 – Community inclusion, participation and belonging.

Outcome: 2.2 Hobart is a place where diversity is celebrated and everyone can belong, and where people have opportunities to learn about one another and participate in city life.

Strategy: 2.2.7 Ensure all community members have the opportunity and capacity to access City of Hobart information, services and programs

Legislation and Policy

Legislation: NA

Policy: Community Engagement Policy.

Financial Implications

1. NA

29. RESPONSES TO QUESTIONS WITHOUT NOTICE

Regulation 29(3) *Local Government (Meeting Procedures) Regulations 2015*.
File Ref: 13-1-10

The Chief Executive Officer reports:-

"In accordance with the procedures approved in respect to Questions Without Notice, the following responses to questions taken on notice are provided to the Council for information.

The Council is reminded that in accordance with Regulation 29(3) of the *Local Government (Meeting Procedures) Regulations 2015*, the Chairman is not to allow discussion or debate on either the question or the response."

29.1 Monuments Policy

File Ref: F23/35142; 13-1-10

Memorandum of the Program Lead Creative City – Arts and Culture Program and the Director City Futures of 17 May 2023.

That the information be received and noted.

Delegation: Council



MEMORANDUM: LORD MAYOR
DEPUTY LORD MAYOR
ELECTED MEMBERS

MONUMENTS POLICY

Meeting: Council

Meeting date: 20 March 2023

Raised by: Councillor Elliot

Question:

Can the Chief Executive Officer advise the current status of the Monuments Policy and associated timelines?

Response:

The preparation of the Monuments Policy is in its initial stage of development. The steps of this process are as follows:

1. Precedent research – looking to relevant examples locally and nationally, and connecting with other city councils around Australia with policies to understand how they are working.
(*This step is almost complete*)

2. Engagement with relevant internal stakeholders:

- Heritage Team
- Planning Team
- Parks Team
- Legal Team

3. Engagement with relevant external stakeholders:

- Heritage Tasmania
- Heritage organisations
- Tasmanian Aboriginal organisations
- Tasmanian Aboriginal Heritage Council
- Relevant arts organisations

4. Development of a draft Policy
5. Obtain feedback from relevant stakeholders on draft policy
6. Develop Council report for discussion and approval of Monuments Policy
7. Report to Council
8. Develop communications

POSSIBLE CONTENT

1. Introduction
2. Governing Principles
3. Definitions
4. Context
5. Objectives
6. Procedures
7. Acquisitions – process for acquiring new monuments/memorials for the city.
8. Deaccessioning – process for removing monuments from the city.

EXPECTED TIMING:

Precedent research/analysis	3 weeks (almost complete)
Engagement with internal/external stakeholders	6 weeks (possibly begin mid-May)
Policy development:	1 month
Engagement on draft policy	4 weeks
Reporting/Council approval	6 weeks
Total expected time	6 months (approximately)

As signatory to this report, I certify that, pursuant to Section 55(1) of the Local Government Act 1993, I hold no interest, as referred to in Section 49 of the Local Government Act 1993, in matters contained in this report.



Jane Castle
**PROGRAM LEAD CREATIVE CITY -
ARTS AND CULTURE PROGRAM**



Katy Cooper
DIRECTOR CITY FUTURES

Date: 17 May 2023
File Reference: F23/35142; 13-1-10

30. QUESTIONS WITHOUT NOTICE

Regulation 29 of the *Local Government (Meeting Procedures) Regulations 2015*.
File Ref: 13-1-10

1. A councillor at a meeting may ask a question without notice –
 - (a) of the chairperson; or
 - (b) through the chairperson, of –
 - (i) another councillor; or
 - (ii) the chief executive officer.
2. In putting a question without notice at a meeting, a councillor must not –
 - (a) offer an argument or opinion; or
 - (b) draw any inferences or make any imputations – except so far as maybe necessary to explain the question.
3. The chairperson of a meeting must not permit any debate of a question without notice or its answer.
4. The chairperson, councillor or chief executive officer who is asked a question without notice at a meeting may decline to answer the question.
5. The chairperson of a meeting may refuse to accept a question without notice if it does not relate to the activities of the council.
6. Questions without notice, and any answers to those questions, are not required to be recorded in the minutes of the meeting.
7. The chairperson of a meeting may require a councillor to put a question without notice in writing.

31. CLOSED PORTION OF THE MEETING

RECOMMENDATION

That the Council resolve by absolute majority that the meeting be closed to the public pursuant to regulation 15(1) of the *Local Government (Meeting Procedures) Regulations 2015* because the items included on the closed agenda contain the following matters:

- Information of personal nature
- Commercial information likely to reveal a trade secret
- Proposal for the Council to acquire land

The following items are listed for discussion:-

- | | |
|------------|--|
| Item No. 1 | Minutes of the last meeting of the Closed Portion of the Council Meeting |
| Item No. 2 | Communication from the Chairman |
| Item No. 3 | Leave of Absence |
| Item No. 4 | Consideration of supplementary Items to the agenda |
| Item No. 5 | Indications of pecuniary and conflicts of interest |
| Item No. 6 | Local Government Association of Tasmania 2023 Elections
LG(MP)R 15(2)(g) |
| Item No. 7 | Dark MOFO Sponsorship Request - In Kind Support
LG(MP)R 15(2)(c)(iii) |
| Item No. 8 | 144 New Town Road, New Town - Proposed Compulsory
Acquisition of Part of Land
LG(MP)R 15(2)(f) |
| Item No. 9 | Questions Without Notice |