

**BUSINESS CASE REPORT:  
PROPOSED PLANNING AGREEMENT  
FOR BARUNGA WEST COUNCIL,  
COPPER COAST COUNCIL AND  
YORKE PENINSULA COUNCIL**

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## EXECUTIVE SUMMARY

### Business Case findings

The three councils of the Yorke Peninsula Alliance have a history of successful collaboration, driven by the CEOs (and endorsed by the elected Councils) who meet regularly to identify areas where they can work together. There is now an opportunity to take the collaborative arrangements further through a Planning Agreement with the Minister for Planning under provisions of the *Planning, Development and Infrastructure Act 2016*.

Under the South Australian Planning Strategy, the three councils are grouped with eight others to form the Yorke and Mid North Region and are grouped with Wakefield Regional Council under the volume of the Planning Strategy titled Yorke Peninsula Regional Land Use Framework. Different considerations need to be given for the new regime of Regional Plans to be prepared under the *Planning, Development and Infrastructure Act 2016*. While there are some Planning challenges that are common across a wider region, those facing the three councils are almost identical and there are significant differences when compared to Wakefield Regional Council. For these reasons, the three council areas are a natural region for land-use and associated planning.

Opportunities for various forms of collaboration between the three councils were considered and are documented in this business case. The conclusion reached from developing the business case and considering these options is that the councils should enter into a Planning Agreement with the Minister, under which a Joint Planning Board would be appointed with responsibility for:

- Preparing a Regional Plan
- Undertaking Planning and Design Code Amendments, but only at the request of the affected councils
- Undertaking such research and planning for other local government functions for the councils that may be requested by them from time to time (noting that approval of any such plans would remain with the Councils).

The governance model proposed by the business case is for a Board comprising an independent chair and the Mayor and CEO of each council. **A Planning Advisory Committee would be formed to advise the Board on Planning matters, comprising equal numbers of people nominated by the CEO of each council.** The Joint Planning Board would not directly employ any staff with the role of Executive Officer, as well as administrative support, rotating annually between staff of the councils. These governance arrangements will result in a modest budget requirement for the Board.

Over time consideration could be given to additional functions for the Joint Planning Board but that would be a matter for the parties to the Agreement to address in the future. All parties to the Agreement would be required to approve any changes in functions.

There are several benefits of entering into a Planning Agreement and appointing a Joint Planning Board with the functions proposed. They include:

- The formation of a Joint Planning Board as a separate legal entity would achieve a greater level of formalised long term commitment to regional planning
- Preparation of a Regional Plan by the Joint Planning Board will provide better integration of strategic considerations, greater regional control over the scope and outcomes, and reflect the views of people of the region rather than a state government view of the region and its aspirations
- Establishing a body with a focus and expertise in various types of planning to assist councils.

It is acknowledged that there are also arguments against centralising land-use and other planning at a regional level - largely about the potential loss of control at the local level and reduced consideration of local nuances. These concerns need to be taken seriously and steps built into the processes for preparing the Regional Plan to ensure that local circumstances are properly considered.

## **Recommendations**

In accordance with the Business Case findings, the following recommendations are made:

1. That the Business Case be adopted
2. That a Planning Agreement be entered into in accordance with this Business Case incorporating the following functions:
  - a. Preparation of a Regional Plan
  - b. Undertaking Code Amendments for affected councils that are parties to the Agreement at their request
  - c. Undertaking other research and planning for councils that are parties to the Planning Agreement at their request.

# PART A – PLANNING AGREEMENTS UNDER THE *PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016*

## 1. INTRODUCTION

The *Planning, Development and Infrastructure Act 2016 (PDI Act)* provides Councils with a mechanism to deliver local government functions and potentially, with agreement by the relevant Minister, state government functions on a regional basis. The process begins with a Planning Agreement, which is an agreement between the relevant councils and the Minister for Planning (and other Ministers or bodies if required), and the formation of a Joint Planning Board (JPB) of three to seven members with the qualifications, knowledge, expertise and experience necessary to enable the board to carry out its functions effectively. Board members may include Elected Members or staff of the Councils, though this is not a requirement and they would need to have the required qualifications, knowledge, experience and expertise.

In 2017/18, a Planning Arrangements Pilot Project was undertaken with a number of local government groups (including the three councils as the Yorke Peninsula Alliance) to develop and test documents including:

- Business Case template (on which this Business Case is based)
- Planning Agreement template
- Supporting Guidelines.

The pilot group found that whilst the inclusion of current local government functions in a Planning Agreement would be relatively straight forward, adding other functions would be more complex and potentially require legislative changes and the agreement of parties beyond the Minister for Planning and councils. It was therefore concluded that the initial focus of Planning Agreements should be on current local government functions that are capable of being delivered through a JPB with particular emphasis on functions under the *PDI Act*. These functions and types of Planning Agreements are discussed further below.

## 2. PLANNING AGREEMENTS

The table below, developed during the Planning Arrangements Pilot Project, shows three bands of potential functions for a JPB. The parties to Planning Agreements for activities under band 1 (potential functions under the *PDI Act*) and band 2 (other local government functions) would be the Minister for Planning and the councils. A Planning Agreement for band 3 activities would likely include additional parties.

### PLANNING AGREEMENTS

PLANNING AGREEMENTS BETWEEN COUNCILS AND THE MINISTER FOR PLANNING	PLANNING AGREEMENTS THAT MAY INVOLVE OTHER MINISTER(S) OR BODIES
<p><b>BAND 1</b>  <b>Planning, Development and Infrastructure Act functions</b></p> <p>Preparing a Regional Plan (mandatory)                      Regional Assessment Panel and Manager                      Code Amendments                      Infrastructure Agreements                      Planning and Building Compliance</p>	<p><b>BAND 2*</b>  <b>Other Local Government functions</b></p> <p>Local Government functions beyond the Planning, Development and Infrastructure Act 2016 that could be delegated to the Joint Planning Board by the councils</p>
	<p><b>BAND 3*</b>  <b>Agreed delegation of non-traditional Local Government functions from State Agencies</b></p> <p>Functions that are not currently Local Government functions but may be able to be delegated to a Joint Planning Board by another agency subject to agreement and legislative change</p>

\* May require significant modifications to the Business Case Template, standard Planning Agreement Template and/or legislative change

Two types of Planning Agreement are envisaged:

- Planning Agreements for current local government functions (bands 1 and 2)
- Planning Agreements for functions that are not currently local government functions (band 3).

This Business Case focuses on a potential Planning Agreement for current local government functions (bands 1 and 2). The template from which this Business Case was developed, and the template for Planning Agreements, would most likely need to be changed significantly for functions not currently undertaken by local government (band 3).

## 2.1. Current Local Government functions

Two bands of functions are envisaged for these types of Agreement.

### 2.1.1. Band 1 – Local Government functions under the *Planning, Development and Infrastructure Act 2016*

Band 1 functions under the *PDI Act* include:

- Development of a Regional Plan (mandatory)

The only mandatory function of a JPB is the development of a Regional Plan in accordance with s64 of the *PDI Act*. A Regional Plan is a long-term vision for a region to guide land use and associated planning, and potentially other planning, over a 15 to 30 year period, expressing what the region wishes to achieve in the context of State Planning Policies. It is to be framed around themes (and associated sub-themes) of economy, environment, infrastructure and population.

- Assessment panel and manager (discretionary)

Regional Assessment Panels and Assessment Managers may be established by a group of councils. The *PDI Act* also allows for a Regional Assessment Panel and Assessment Manager to be appointed by a JPB. A Regional Planning Area may have more than one Regional Assessment Panel each with a single (or shared) Assessment Manager.

- Code Amendments (discretionary)

S66(1) of the *PDI Act* states that the Planning and Design Code must set out a comprehensive set of policies, rules and classifications that may be selected and applied in the various parts of the State through the operation of the Planning and Design Code and the SA planning database for the purposes of development assessment and related matters within the State.

Amendments to the Planning and Design Code may be initiated by a number of parties including a council or a JPB with the approval of the Minister, acting on the advice of the State Planning Commission.

- Infrastructure Schemes (discretionary)

The *PDI Act* allows for the development of basic and general infrastructure schemes to ensure that the infrastructure needed to support new developments, suburban infill or the renewal of neighbourhoods and suburbs is identified, committed, costed and funded beforehand and delivered when and where it is needed.

- Planning and building compliance (discretionary)

The *PDI Act* allows for the enforcement of building and planning approvals and their conditions.

### 2.1.2. Band 2 – Other Local Government functions - beyond the *Planning, Development and Infrastructure Act 2016*

Planning Agreements can also cover other functions already undertaken by councils beyond the *PDI Act*. Consideration must be given to any additional approvals or legislative changes that may be

required to allow councils to delegate functions to a JPB and these must be documented in the Business Case.

## 2.2. **Functions that are not currently undertaken by Local Government**

Functions that are not currently undertaken by local government fall within Band 3. These are likely to require further legislative change, official delegation from other government agencies or bodies and significant amendments to the Planning Agreement Template. These functions are not envisaged as part of this Business Case.

## 3. **THIS BUSINESS CASE**

The three councils each formally resolved to jointly develop a Business Case under a two-tier structure of:

- a Project Governance Group comprising the CEO of each council; and
- a Project Working Group, comprising one staff member from each council appointed by the CEO to draft the Business Case (engaging with other staff of the member councils as required and supervising the engagement and work of any contractors or consultants as required, within budgets approved for the project) and present it to the Project Governance Group.

This Business Case was developed by the Project Working Group with the assistance of Jeff Tate of Jeff Tate Consulting Pty Ltd. It followed a structured, rigorous process to investigate options to address regional planning issues and provide clarity about the chosen path forward for the three councils of the Yorke Peninsula Alliance - Barunga West Council (BWC), Copper Coast Council (CCC), and Yorke Peninsula Council (YPC).

The Business Case has been developed in six sections:

EXECUTIVE SUMMARY (including recommendations)

Part A – Planning Agreements under the *PDI Act*

Part B – Regional Collaboration in Local Government

Part C – Situational Analysis

Part D – Planning Agreement Design (structured to enable it to easily translate into a Business Plan)

Part E – Assessment.

## PART B – REGIONAL COLLABORATION IN LOCAL GOVERNMENT

### 4. LEARNING FROM THE EXPERIENCES OF OTHER COUNCILS

A 2015 report<sup>1</sup> by Jeff Tate Consulting for the Local Government Association of South Australia reviewed several previous reports on collaboration between councils (whether provided through recognised regional structures or otherwise). It identified common drivers for collaboration along with challenges faced and lessons learned from other experiences. Those common drivers and lessons have been confirmed and added to through other 'collaboration' projects undertaken by Jeff Tate Consulting since.

#### 4.1. Drivers

In summary, the drivers for considering collaboration included:

- Improved ability to respond to regional strategic planning issues, promote economic development and achieve a regional strategic direction and infrastructure
- Stronger advocacy capacity, improved relationships with other levels of government and greater ability to leverage funds
- Better planning and consistency of approach across the region in relation to decision making and strategic direction
- Cost savings, efficiencies in service delivery, economies of scale, reduced duplication of effort and resources
- Increased organisational capacity
- Better risk management
- Meeting skill shortages and a means for attracting locally based resources in regional areas.

#### 4.2. Lessons

A number of challenges and lessons have been identified. The key lessons are requirements for:

- Commitment and passion to a regional approach
- Political and community will to pursue a regional approach
- Equity across each council
- Robust business case including a clear value proposition
- The right governance model
- The infrastructure in place to support the governance model
- Alignment of culture and common purpose between parties.

These challenges and lessons are very important considerations for councils contemplating collaborative projects or arrangements, including potential shared services. The identified lessons are the basis of a preparedness assessment of the proposed shared service collaboration at section 15 of this report.

### 5. TYPES AND FORMS OF COLLABORATION

It is important that a proper analysis of potential collaboration is undertaken to give it the best chance of success. Collaboration can be of different types and in varying forms and these are key considerations in the analysis. The adage *form follows function* most certainly holds true with collaboration.

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<sup>1</sup> Jeff Tate Consulting, Report: Governance Models for Regional Collaboration and Partnerships projects for the Local Government Association of South Australia, 2015, p5

The various types and forms of regional collaboration are shown in the following table.

Type		Description	Suitable forms
1	Information Sharing	Information about activities or services is shared between councils. This information may be in relation to service levels, costs, delivery methods or it may involve sharing of service/contract specifications.	Ad-hoc or ongoing arrangements, often with low level of formality.
2	Common specifications	Common specifications are used by multiple councils for a service. The specifications may apply to a service provided in-house but are more likely to relate to services provided by external parties under contract or other agreement.	May be ad-hoc or ongoing arrangements with low or medium level of formality such as exchange of letters or written agreement.
3	Resource sharing	Sharing of resources (staff, consulting advice, equipment, offices, plant etc) often on an occasional basis.	May be ad-hoc or ongoing arrangements with low or medium level of formality such as exchange of letters or written agreement.
4	Joint tendering	A form of resource sharing. Similar to type 2 with an additional step of combining resources to jointly seek tenders for works and services.	May be ad-hoc or ongoing arrangements with medium level of formality such as exchange of letters or written agreement.
5	Joint provision	Combining resources to provide a service often with one council acting as host employer or party to a contract with an external provider.	Formal arrangements such as a written agreement or contract.
6	Regional subsidiary ( <i>Local Government Act 1999</i> ) or Incorporated Body under the <i>Associations Incorporation Act 1985</i>	An activity or service is fully managed by a separate authority of which the participating councils are members.	Formal arrangement involving membership of the authority.
7	Planning Agreement/Joint Planning Board ( <i>PDI Act</i> )	A Regional Plan must be developed, and other functions may also be undertaken.	Formal agreement with Minister for Planning as a party to the agreement.

## PART C – SITUATIONAL ANALYSIS

Part C of the Business Case provides an analysis of the current situation as a basis for consideration of a Planning Agreement.

### 6. CURRENT SITUATION

#### 6.1. Band 1 – Local Government functions under the *Planning, Development and Infrastructure Act 2016*

##### 6.1.1. Potential functions

The potential JPB functions envisaged as part of Band 1 incorporate both mandatory and discretionary functions under the *PDI Act* and are:

- Regional Plan (mandatory)
- Assessment Panels and Managers
- Code Amendments
- Infrastructure Schemes
- Planning and Building Compliance.

##### 6.1.2. Current issues and drivers for change

The *PDI Act* provides councils with a mechanism to deliver local government and/or state functions on a regional basis by way of a Planning Agreement between councils and the Minister for Planning and the establishment of a JPB.

There is a spirit of collaboration across various fields (including training, enforcement, animal control, public and environmental health, and waste management) between the three councils. The CEOs meet regularly to coordinate and discuss opportunities to ensure positive and cost-effective outcomes for all stakeholders over a spectrum of services within delegated authorities and budgets.

Considering the focus of a Planning Agreement it is important to group councils together that are facing similar Planning and land use challenges.

In the *South Australian Planning Strategy* BWC, CCC and YPC are grouped together with eight other councils to form the Yorke and Mid North Region (2014). This is a large geographical area stretching from YPC in the south to the District Council of Orroroo Carrieton in the north and the District Council of Peterborough and the Regional Council of Goyder in the east. The commonality of land use planning related challenges significantly reduces further to the north and east of the CCC, BWC and YPC. To consider the Yorke and Mid North region councils to enter into a Planning Agreement would be impractical considering not only the geographical size of the region but also the significant differences in the challenges faced by these councils.

In accordance with the *Planning Strategy for Regional South Australia 2003* the BWC, CCC, YPC and Wakefield Regional Council (WRC) are included as the region referred to as the *Yorke Peninsula Regional Land Use Framework*. It is acknowledged that there are some Planning challenges that are common across a wider region. However, the Planning related challenges facing BWC, CCC and YPC are almost identical, whilst there are significant differences when compared to WRC. The table below highlights some of these differences.

BWC, CCC and YPC	WRC
1) Extensive coastline and low-lying areas.	1) Limited coastline and low-lying areas.
2) Significant risk of impact of climate change on low lying coastal settlements.	2) Limited risk of impact of climate change on low lying coastal settlements.

3) Strong commercial ties between the three councils with Kadina acknowledged as the commercial centre of the Yorke Peninsula. Kadina provides a range of services for communities across the Yorke Peninsula, servicing the three council areas, with no services provided to WRC.	3) Balaklava is the key regional centre in WRC but does not provide direct services to any area within YPC, CCC or BWC. There are stronger economic links between WRC and the council areas to the east and south.
4) YPC, CCC and BWC have different economic drivers and a more diverse economy when compared to WRC. The economy is driven by broad acre agriculture, commercial and recreational fishing, tourism and possible future mining.	4) The main economic driver in WRC is agriculture (broad acre and intensive animal keeping) and associated industries.
5) Mostly Broad Acre farming practices.	5) Broad Acre farming practices with an increasing push for more intensive farming practices and intensive animal keeping and related industrial uses.
6) Significant opportunities for future sea transport.	6) No opportunities for future sea transport.
7) Significant prospects to explore and expand commercial fishing industries.	7) Limited fishing industry prospects.
8) Strong mining history with significant future mining prospects.	8) Limited mining history with no major future mining prospects.
9) Significant impact experienced during holidays and long weekends due to increase in visitor population.	9) Limited impact experienced during holidays and long weekends. Impact limited to through traffic in Port Wakefield.
10) Strong demand for tourist accommodation. The tourism appeal of the region lies with its coast. Growing tourist demand is placing great demand on available facilities and services, such as water and wastewater treatment.	10) Limited demand for tourist accommodation.
11) Limited impact of pressure on land use changes as a result of the Port Wakefield Road/Augusta Highway providing good access to adjoining land.	11) Significant impact of pressure on land use changes as a result of the Port Wakefield Road/Augusta Highway traversing the council area from south to north, providing good access to adjoining land.
12) No rail connection with any adjoining council areas.	12) Auslink/national and regional freight rail link with Adelaide and councils to the east.

Realistically, no major changes are required as the three councils already have a good track record of effective collaboration and sharing of services. Entering into a Planning Agreement and the formation of a JPB is an ideal opportunity to formalise some of the existing arrangements and practices under the *PDI Act*. It can also pave the way for a cost effective, practical and streamlined model for other regional councils to follow.

## 6.2. Band 2 – Other local government functions

### 6.2.1. Potential functions

The JPB functions envisaged as part of Band 2 are discretionary and relate to other local government functions beyond the *PDI Act*.

### 6.2.2. Current issues and drivers for change

The cooperation mentioned in 6.1.2 above has included a range of activities beyond Planning. Common to all areas of collaboration has been the desire for greater efficiencies and better outcomes for the councils and their communities.

No Band 2 functions are currently proposed as part of this business case for delegation by the councils that are parties to the Planning Agreement. However, it is recognised that the establishment of a JPB creates an opportunity for it to undertake additional research and planning for those councils at their request, with decisions for approval of any such plans remaining with the councils.

Additional planning functions (e.g. open space planning, environmental planning, community planning, road network planning, economic planning and development) may be considered for delegation to the JPB in the future. Service delivery functions (e.g. shared waste management services, community services, public and environmental health services, local infrastructure delivery, local nuisance and litter control, animal management), whether resulting from these plans or not, may also be considered for delegation to the JPB. Adding any of these functions to those of the JPB would require an amendment, signed by all parties, to the Planning Agreement.

## 7. COLLABORATION OBJECTIVES AND OPPORTUNITIES

In any potential collaboration considerations, each of the councils will potentially have its own needs and priorities, which will be reflected in their objectives and relative weightings.

### 7.1. Band 1 – Functions under the *Planning, Development and Infrastructure Act 2016*

#### 7.1.1. Objectives and weightings – Band 1 functions

The objective for collaboration in relation to the proposed Band 1 functions identified in section 6.1.1 of this Business Case was determined and resolved by the councils in January 2018 as shown in the following table.

Objective	BWC	CCC	YPC
1 – <i>Consistent integrated regional planning and responsive strategic land use planning</i>	100	100	100
<b>Total</b>	<b>100</b>	<b>100</b>	<b>100</b>

#### 7.1.2. Opportunities for collaboration – Band 1 functions

Opportunities for collaboration against the collaboration types were identified by the Project Working Group. The opportunities are listed in the table below.

Collaboration type	Opportunities	Advantages/disadvantages
<b>Regional Plan</b>		
Information sharing (If there is no JPB the State Planning Commission would prepare the Regional Plan)	Exchange ideas and information between the councils and with the Commission. This may include a range from operational matters to sharing intellectual property.	<p><b>Advantages</b> Consistency and stronger voice in responding to the Commission. Less duplication of effort by councils leading to cost savings.</p> <p><b>Disadvantages</b> Ad hoc and potentially inconsistent involvement from council to council.</p>

Common specifications (If there is no JPB the State Planning Commission would prepare the Regional Plan)	Develop common specifications for research by or for each council in providing input to the Commission.	<b>Advantages</b> Sharing of costs in preparing the specifications. Consistency creates greater certainty for contractors which should lead to cost savings. <b>Disadvantages</b> Ad hoc and potentially inconsistent involvement from council to council.
Resource sharing (If there is no JPB the State Planning Commission would prepare the Regional Plan)	Share staff to develop individual or joint submissions from the councils to the Commission on matters for the Regional Plan.	<b>Advantages</b> Consistency and stronger voice in responding to the Commission. Less duplication of effort by Councils leading to cost savings. Improved utilisation of staff resources across the councils. <b>Disadvantages</b> Ad hoc and potentially inconsistent involvement from Council to Council.
Joint tender (If there is no JPB the State Planning Commission would prepare the Regional Plan)	Jointly tender across the Region (and possibly with the Commission) for specialist studies required to feed into the Regional Plan.	<b>Advantages</b> Consistency and stronger voice in responding to the Commission. Less duplication of effort by councils leading to cost savings. <b>Disadvantages</b> Ad hoc and potentially inconsistent involvement from council to council. Potentially some compromise by individual councils.
Joint provision (If there is no JPB the State Planning Commission would prepare the Regional Plan)	No opportunity identified.	Not applicable.
Regional subsidiary (If there is no JPB the State Planning Commission would prepare the Regional Plan)	A Regional Subsidiary could: <ul style="list-style-type: none"> <li>advocate to Commission about the content of the Plan</li> <li>establish a specific committee to work with the Commission</li> <li>bring councils and agencies together to identify and propose actions relating to issues to be addressed in the Regional Plan.</li> </ul>	<b>Advantages</b> Formalised governance structure. Potentially greater influence than separate councils. Potentially cost savings for councils. <b>Disadvantages</b> Potentially unable to get buy in from agencies. Land use planning not an existing function of Regional Subsidiaries. Committee may be seen to be duplicating the processes for developing the Regional Plan. Additional resourcing required for a Regional Subsidiary.
Joint Planning Board (If there is a JPB it would prepare the Regional Plan)	Prepare Regional Plan in accordance with the provisions of the <i>PDI Act</i> for Minister's approval.	<b>Advantages</b> Legal, governance and administrative structures in place to manage this function. Board (and thus the councils) would have greater control over the scope, development and outcomes of the Regional Plan (prepared by the Region for the Region). It would also be likely to get buy in from Agencies.

		<p>More likely to achieve a good balance between consistency across the Region and recognition of local variations.</p> <p>Could also stimulate further collaboration between councils under a formal governance structure.</p> <p><b>Disadvantages</b></p> <p>Slight loss of autonomy of individual councils. Resourcing required to support a separate organisation and prepare the Regional Plan. Minister still has to sign off on the Regional Plan.</p>
<b>Assessment panel and manager</b>		
Information sharing	Exchange ideas about Assessment Panels and information about Terms of Reference, Meeting Procedures, and Codes of Conduct for Council Assessment Panels.	<p><b>Advantages</b></p> <p>Potential for greater consistency of approach (benefits for councils, applicants and representors) and cost savings for the councils.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council.</p>
Common specifications	Adopt common policies and procedures Council Assessment Panels.	<p><b>Advantages</b></p> <p>Potential for greater consistency of approach (benefits for councils, applicants and representors) and cost savings for the councils.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council.</p>
Resource sharing	Appoint common members on Council Assessment Panels (as already happens between two of the three councils) or a single Regional Assessment Panel.	<p><b>Advantages</b></p> <p>Consistency in decision making through common membership. Potential cost savings through Regional Assessment Panel and Assessment Manager.</p> <p><b>Disadvantages</b></p> <p>Lack of local knowledge of Assessment Manager and/or members on Regional Assessment Panel.</p>
Joint tender	Not an actual tender but undertake a single process for seeking applicants for membership of Council Assessment Panels, as currently done by two of the three councils.	<p><b>Advantages</b></p> <p>Cost savings for councils when calling for Panel members.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council.</p>
Joint provision	No opportunity identified	<p><b>Advantages</b></p> <p>Not applicable</p> <p><b>Disadvantages</b></p> <p>Not applicable</p>

Regional subsidiary	A Regional Subsidiary could undertake a single process for seeking applicants for membership of Council Assessment Panels.	<p><b>Advantages</b></p> <p>Cost savings for councils when calling for Panel members.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Land use planning not an existing function of Regional Subsidiaries.</p>
Joint Planning Board	Appoint Regional Assessment Panel and Assessment Manager.	<p><b>Advantages</b></p> <p>JPB would have the legal, governance and administrative structures in place to manage this function. Greater consistency. Assessment Manager an independent person.</p> <p><b>Disadvantages</b></p> <p>Some loss of local knowledge, autonomy and control.</p>
<b>Code Amendments</b>		
Information sharing	Exchange ideas and information about Code Amendments.	<p><b>Advantages</b></p> <p>Potential for greater consistency, relevance to the region, and cost savings for councils.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council.</p>
Common specifications	Develop common policy provisions on regional/common matters, standardised wording.	<p><b>Advantages</b></p> <p>Potential for greater consistency, relevance to the region, and cost savings for councils.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Potential lack of agreement on common issues.</p>
Resource sharing	<p>Second staff from one or more councils to others to prepare Code Amendments.</p> <p>Jointly prepare Code Amendments through a working group of staff from the councils.</p>	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>greater consistency, relevance to the region, and cost savings for councils</li> <li>staff capacity building</li> <li>attracting additional funding from external bodies.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Some loss of control by individual councils. Potential lack of agreement on common issues.</p>
Joint tender	Jointly tender for the preparation of Code Amendments for councils.	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>greater consistency, relevance to the region, and cost savings for councils</li> <li>attracting the best contractors/consultants.</li> </ul> <p><b>Disadvantages</b></p>

		Ad hoc and potentially inconsistent involvement from council to council. Potential lack of agreement on common issues.
Joint provision	One or more of the councils provides services to other councils to prepare (through their staff and/or contractors) Code Amendments.	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency, relevance to the region, and cost savings for councils</li> <li>• engaging, retaining and benefitting from staff in the region with specialist knowledge and expertise.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Potential lack of agreement on common issues. Potential for 'host' council/s to have to meet full cost of specialist staff if other councils don't use their services.</p>
Regional subsidiary	A Regional Subsidiary could tender for contractors/consultants to prepare Code Amendments for councils.	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency, relevance to the region, and cost savings for councils</li> <li>• attracting the best contractors/consultants.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Land use planning not an existing function of Regional Subsidiaries.</p>
Joint Planning Board	Prepare Code Amendments consistent with the Regional Plan.	<p><b>Advantages</b></p> <p>JPB would have the legal, governance and administrative structures in place to manage this function.</p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency and cost savings for councils</li> <li>• increased regional control over the Code Amendments</li> <li>• efficiencies through Regional Plan provisions satisfying requirements to implement Code Amendments where that is achievable.</li> </ul> <p><b>Disadvantages</b></p> <p>Some loss of control by individual councils.</p>
<b>Infrastructure Agreements</b>		
Information sharing	Exchange ideas and information about Infrastructure Agreements.	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency, relevance to the region, and cost savings for councils</li> <li>• building of staff knowledge and capacity</li> <li>• coordination and prioritisation between councils, agencies and utilities</li> </ul>

		<ul style="list-style-type: none"> <li>more effective advocacy, pursuit of external funding and delivery of infrastructure.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council.</p>
Common specifications	Consistency of wording and standards in Infrastructure Agreements.	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>greater consistency, relevance to the region, and cost savings for councils</li> <li>building of staff knowledge and capacity</li> <li>more effective advocacy and pursuit of external funding</li> <li>greater awareness and consistency for developers and contractors.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Some loss of control by individual councils. Potential lack of agreement on common issues.</p>
Resource sharing	<p>Second staff from one or more councils to others to prepare Infrastructure Agreements or to act as Infrastructure Scheme Coordinator.</p> <p>Jointly prepare Infrastructure Agreements through a working group of staff from the councils.</p>	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>greater consistency, relevance to the region, and cost savings for councils</li> <li>building of staff knowledge and capacity</li> <li>more effective advocacy and pursuit of external funding</li> <li>greater awareness and consistency for developers and contractors.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Some loss of control by individual councils. Potential lack of agreement on common issues.</p>
Joint tender	Jointly tender for the preparation of Infrastructure Agreements for councils, or for an Infrastructure Scheme Coordinator.	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>greater consistency, relevance to the region, and cost savings for councils</li> <li>building of staff knowledge and capacity</li> <li>more effective advocacy and pursuit of external funding</li> <li>greater awareness and consistency for developers and contractors.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Some loss of control by individual councils. Potential lack of agreement on common issues. Needs of individual councils may not align at the same time.</p>

<p>Joint provision</p>	<p>One or more of the councils provides services to other councils to prepare (through their staff and/or contractors) Infrastructure Agreements or to act as Infrastructure Scheme Coordinator.</p>	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency, relevance to the region, and cost savings for councils</li> <li>• building of staff knowledge and capacity</li> <li>• more effective advocacy and pursuit of external funding</li> <li>• greater awareness and consistency for developers and contractors.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Potential for ‘host’ council/s to have to meet full cost of specialist staff if other councils don’t use their services. Needs of individual councils may not align at the same time.</p>
<p>Regional subsidiary</p>	<p>A Regional Subsidiary could tender for contractors/consultants to prepare Infrastructure Agreements for councils or act as Infrastructure Scheme Coordinator.</p>	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency, relevance to the region, and cost savings for Councils</li> <li>• more effective advocacy and pursuit of external funding</li> <li>• greater awareness and consistency for developers and contractors.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Land use planning not an existing function of Regional Subsidiaries. Needs of individual councils may not align at the same time.</p>
<p>Joint Planning Board</p>	<p>JPB to develop and manage Infrastructure Agreements.</p>	<p><b>Advantages</b></p> <p>JPB would have the legal, governance and administrative structures in place to manage this function.</p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency and cost savings for councils</li> <li>• increased capacity to develop the Agreements in-house across the region compared to individual councils.</li> </ul> <p><b>Disadvantages</b></p> <p>Some loss of control by individual councils.</p>
<p><b>Planning and building compliance</b></p>		
<p>Information sharing</p>	<p>Exchange ideas and information about compliance.</p>	<p><b>Advantages</b></p> <p>Potential for greater consistency, relevance to the region, and cost savings for councils.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council.</p>

Common specifications	Alignment of compliance procedures.	<p><b>Advantages</b></p> <p>Potential for greater consistency of approach (benefits for councils, applicants and complainants) and cost savings for the councils.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Potential lack of agreement on common issues. Differences in organisational structures and staffing that may limit ability to fully align.</p>
Resource sharing	<p>Formalised 'backup' arrangements put in place to cover staff absences and peak periods.</p> <p>Staff secondments.</p> <p>Several staff are currently employed part-time by CCC and also part-time by BWC.</p>	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• consistency (for councils and others), flexibility to meet changes in service demand, service continuity, and cost savings for councils</li> <li>• building of staff knowledge and capacity</li> <li>• engaging, retaining and benefitting from staff in the region with specialist knowledge and expertise.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Potential for several councils to have the need for backup at the same time (especially for periods of leave). Inconsistency using different staff not used to specific council procedures. Inconsistency in interpretation of different Planning policies.</p>
Joint tender	Jointly tender for compliance services, legal advice, prosecution services.	<p><b>Advantages</b></p> <p>Potential for greater consistency of approach (benefits for councils, applicants and complainants) and cost savings for the councils.</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Potential lack of agreement on priority services.</p>
Joint provision	<p>One or more of the councils provides compliance services to other councils.</p> <p>Regional Building Fire Safety Committee.</p> <p>Shared Building Surveyors.</p>	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency, relevance to the region, and cost savings for councils</li> <li>• applying resources over a larger geographic area</li> <li>• engaging, retaining and benefitting from staff in the region with specialist knowledge and expertise</li> <li>• staff development across difference experiences</li> <li>• allowing lodgement at all councils regardless of development location.</li> </ul>

		<p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Potential lack of agreement on common issues. Potential for ‘host’ council/s to have to meet full cost of specialist staff if other councils don’t use their services. Distances may lead to inefficiencies.</p> <p>Would require common IT, records management systems and application and assessment processes.</p>
Regional subsidiary	A Regional Subsidiary could provide compliance services for the councils.	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency, relevance to the region as a whole, and cost savings for councils</li> <li>• applying resources over a larger geographic area</li> <li>• staff development across difference experiences</li> <li>• engaging, retaining and benefitting from staff in the region with specialist knowledge and expertise.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Potential lack of agreement on common issues. Potential for Regional Subsidiary to have to meet full cost of specialist staff if councils don’t use their services. Distances may lead to inefficiencies. Staff would no longer be employed by the councils.</p> <p>Would require common IT, records management systems and application and assessment processes.</p>
Joint Planning Board	Compliance services become a function of the Joint Planning Board with staff reporting to the Executive Officer.	<p><b>Advantages</b></p> <p>Potential for:</p> <ul style="list-style-type: none"> <li>• greater consistency, relevance to the region as a whole, and cost savings for councils</li> <li>• applying resources over a larger area</li> <li>• staff development across difference experiences</li> <li>• engaging, retaining and benefitting from staff in the region with specialist knowledge and expertise.</li> </ul> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council. Distances could make it difficult for community access to staff and may lead to travel inefficiencies. Staff would no longer be employed by the councils.</p> <p>Would require legislative/regulatory changes, delegation from councils, common IT and records management systems, and standardisation of application and assessment processes.</p>

### 7.1.3. Selected opportunities – Band 1 functions

The following opportunities were selected for the Band 1 functions listed in 7.1.2:

- Regional Plan prepared by a Joint Planning Board
- Code Amendments undertaken by the JPB for affected councils at their request.

### 7.2. Band 2 – Other local government functions

The potential band 2 function identified for this Business Case is:

- Undertaking other research and planning for Councils that are parties to the Planning Agreement at their request.

#### 7.2.1. Objective and weighting – Band 2 function

The objectives and weightings (developed by the Project Working Group) for collaboration in relation to the proposed Band 2 function are detailed in the following table.

Objective	Weighting %
Efficiency in undertaking other research and planning	30
Greater consistency in research and planning across the councils	30
Attracting additional funding from external bodies	10
Staff development and retention	10
Attracting a larger range of consultants and contractors to undertake larger projects	20
<b>Total</b>	<b>100</b>

#### 7.2.2. Opportunities for collaboration – Band 2 functions

Opportunities for collaboration against the Types listed in this report were identified by the Project Working Group and are listed in the table below.

##### Collaboration types – Band 2

Collaboration type	Opportunities	Advantages/disadvantages
<b>Undertaking other research and planning for councils that are parties to the Planning Agreement at their request</b>		
Information sharing	Share information and ideas between councils when undertaking other research or developing other plans	<p><b>Advantages</b></p> <p>Potential for greater consistency in research and planning</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council; unless all are committed to this approach, information sharing will wane over time</p>
Common specifications	Develop common specifications to engage consultants to conduct other research or prepare other plans	<p><b>Advantages</b></p> <p>Consistent approach; potential cost savings in developing the specifications</p> <p><b>Disadvantages</b></p>

		Ad hoc and potentially inconsistent involvement from council to council
Resource sharing	Have one Council develop common specifications to engage consultants to conduct other research or prepare other plans	<p><b>Advantages</b></p> <p>Consistent approach; potential cost savings in developing the specifications</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council</p>
Joint tender	Jointly tender for consultants to conduct other research or prepare other plans	<p><b>Advantages</b></p> <p>Consistent approach; potential cost savings if one consultant is engaged by all councils developing the specifications</p> <p><b>Disadvantages</b></p> <p>Ad hoc and potentially inconsistent involvement from council to council</p>
Joint provision	Same as resource sharing in this case	Same as resource sharing in this case
Regional subsidiary	A Regional Subsidiary could develop common specifications, oversee preparation of common specifications, arrange joint tender for other research or other plans	<p><b>Advantages</b></p> <p>Provides a governance structure and legal entity; potentially low overhead costs if Regional Subsidiary had other functions</p> <p><b>Disadvantages</b></p> <p>Divides planning for the region between multiple bodies</p>
Joint Planning Board	Utilise the focus of the JPB as a planning organisation to undertake other research and other planning at the request of the councils	<p><b>Advantages</b></p> <p>Could help to build a centre of good practice in planning for the region, including potential links with tertiary institutions; provides a governance structure and legal entity; potentially low overhead costs if JPB has other functions</p> <p><b>Disadvantages</b></p> <p>The separation of 'planning' and 'doing' would need to be managed to ensure relevance and buy-in</p>

### 7.2.3. Selected opportunities – Band 2 functions

The opportunity identified for Band 2 functions is considered to have merit and has been included in Part D 'Planning Agreement Design' for this business case as follows:

- Undertaking other research and planning for Councils that are parties to the Planning Agreement at their request.

## 8. NEXT STEPS

### Band 1

The '*walk before you run*' approach is considered the most sensible and practical approach to get a JPB off the ground and for this reason it is proposed that the only mandatory Band 1 component, which is the preparation of a Regional Plan, be the main function of the JPB. Since the three councils involved face many common Planning challenges it seems appropriate that the focus is on regional planning.

The challenges facing the three councils are considered unique when compared with adjoining councils.

A second Band 1 function of undertaking Code Amendments is also proposed, but only when requested by the affected councils.

General comments on the other discretionary functions of Band 1:

- Regional Assessment Manager – The establishment of a Regional Assessment Manager is considered not practical due to the fact that the councils are confronted by geographical constraints which are hard to overcome in a practical and cost-effective way.
- Regional Assessment Panel – As is the case with the establishment of a Regional Assessment Manager it is considered not practical to appoint a Regional Assessment Panel as part of the PA. There are already common independent members of the Council Assessment Panels of two of the three councils.
- Infrastructure Agreements – Considering the current uncertainties around Infrastructure Agreements under the *PDI Act*, this function is not proposed to be included in the PA. This does not mean that the function cannot be considered for included in the future.
- Planning and Building Compliance – Planning and Building Compliance is currently coordinated under different arrangements between two of the three councils. At this stage it is not considered practical to include this function in the proposed PA.

The following opportunities identified under Section 7.1.1 can be pursued, whether on an ad hoc basis or by incorporating in the PA at a later stage:

- Standardisation of specifications
- Community engagement opportunities
- Sharing of Policy Planning resources
- Joint tendering
- Developing common policy provisions
- Alignment of compliance procedures regarding referrals, timing and turnarounds.

## **Band 2**

There are potential opportunities to collaborate on other planning through a JPB at the request of any or all of the three councils. A JPB provides a legal structure which would allow for this type of collaboration – not through delegation to the JPB but on request. For that reason, the Planning Agreement Design (Part D of this Business Case) includes a potential function of:

- Undertaking other research and planning for Councils that are parties to the Planning Agreement at their request.

## **PART D –PLANNING AGREEMENT DESIGN**

This section of the Business Case relates to the design of the JPB following consideration of options and agreement on the functions that it will undertake. It has been designed to easily convert to a Business Plan if the decision is made to enter into a Planning Agreement.

### **9. ASSUMPTIONS**

The assumptions made in designing the Planning Agreement that could have a significant impact on the formation or operation of the JPB are:

- The PA will allow for the member councils to select JPB members without the need for Ministerial approval.
- The ability of the JPB to determine the scope of the Regional Plan (outside of compulsory components) will carry significant weight.
- Any power of direction and control over the Board will be limited to the three member councils signing the Agreement (if they so desire).
- DPTI will provide relevant support to the JPB.
- The Regional Plan will result in JPB having a greater influence in Code Amendments.
- In the event that any proposal to amend the Code is not consistent with the provisions of the Regional Plan such proposal will not be supported unless the proposed amendment is supported by the JPB in writing.
- The Regional Plan cannot be amended without the consent of both the JPB and the Minister.
- The Regional Plan will influence Developer Funded Code Amendments.
- The Regional Plan will create opportunities for collaboration between member councils in other areas.
- The Regional Plan will influence infrastructure spending and carry significant weight in grant applications for infrastructure funding.

### **10. JOINT PLANNING BOARD PARTIES, FUNCTIONS, MEMBERS, AREA, RISKS**

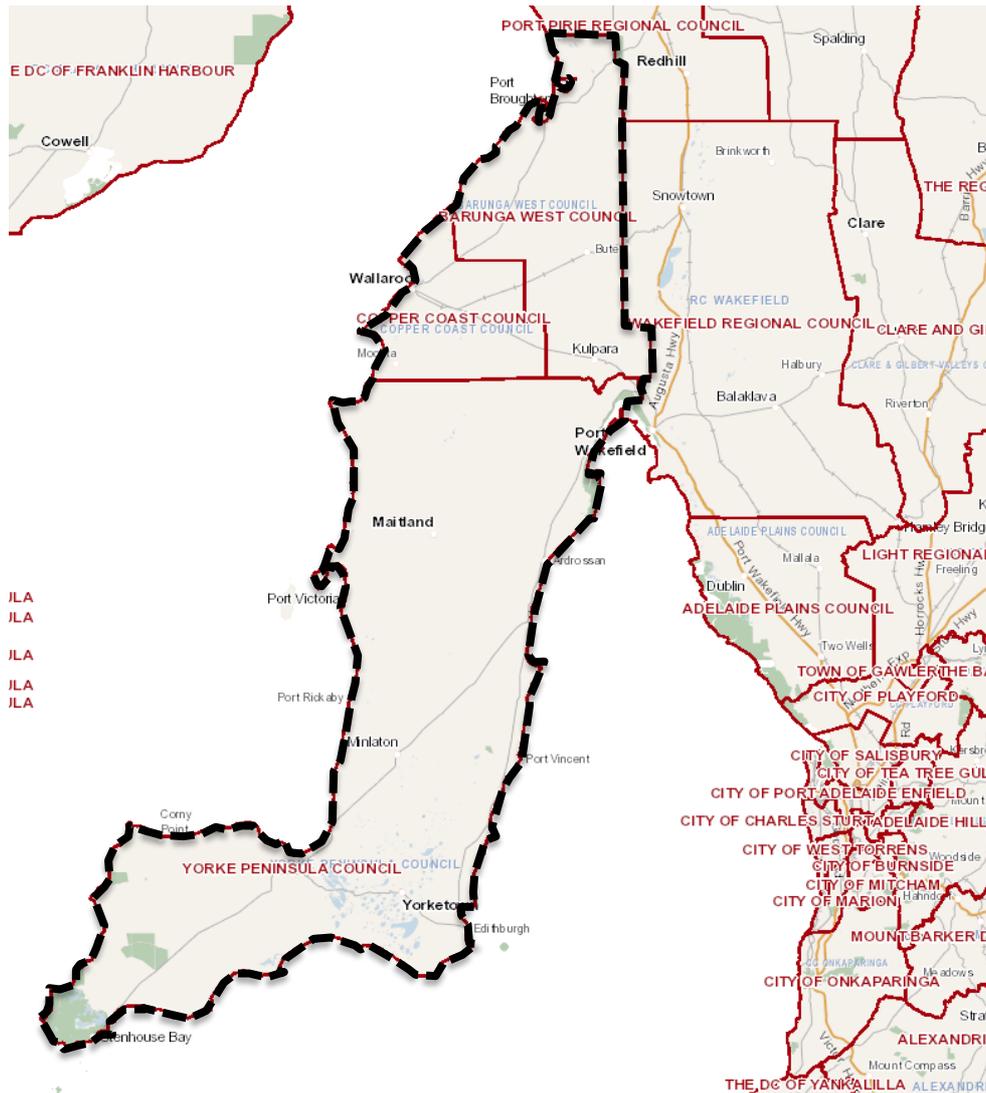
#### **10.1. Planning Agreement Parties**

The following are proposed to be parties to the Agreement:

- Minister for Planning
- Barunga West Council (BWC)
- Copper Coast Council (CCC)
- Yorke Peninsula Council (YPC).

#### **10.2. Extent of area and relationships to adjoining councils**

The extent of the area subject to the Planning Agreement is indicated on the map below and can be described as following the outer boundaries of the combined areas of the BWC, CCC and YPC and was determined on the basis that it forms a homogeneous region, not dissected or otherwise affected by any other board boundaries such as for example the NRM Board boundaries.



**Map:** Area outlined in broken line depicts the boundaries of the area subject to the proposed PA (courtesy Mapping Services Australia).

The three member councils are also members of the *Legatus Group*. The *Legatus Group* is the trading name of the *Central Local Government Region* which is a regional subsidiary established under the *Local Government Act 1999 (SA)*. The purpose of the *Legatus Group* is to undertake the co-ordination, advocacy and representation of the constituent councils at a regional level. Fifteen councils form the membership of the *Group*. The *Group* includes the neighbouring councils of the parties to the Planning Agreement, namely Wakefield Regional Council and Port Pirie Regional Council. The Group will be one of the vehicles that can be used to ensure social, environmental and infrastructure connections and interrelationships within and external to the proposed JPB. Specific engagement will also occur with the neighbouring councils of Wakefield Regional Council and Port Pirie Regional Council.

Strong relationships already exist internally with the councils forming the YP Alliance.

In addition to the above, it seems reasonable to use the Yorke and Mid North Region Plan (*A volume of the South Australian Planning Strategy* - currently still a confidential document) as well as the *Planning Strategy* as the basis from which strategic planning for the Planning Agreement area can proceed. This Plan encompasses the three member councils as well as the adjoining councils of Port Pirie and Wakefield and beyond.

### 10.3. Board membership

The membership of the JPB will be as follows:

- Independent chair approved by the three councils; and
- Mayor and CEO (and persons acting in those roles from time to time) of the three councils.

### 10.4. Functions of the Joint Planning Board

The following tables outline the proposed functions of the JPB.

#### Band 1 Functions

Function	Scope	Timing
Preparation of Regional Plan (mandatory)	<p>A regional plan for the area covered by the proposed Joint Planning Board that reflects the desired future of the Region (within State Planning Policies).</p> <p>The proposed scope of the Regional Plan is to include the primary focus of guiding long-term land use planning and proposing potential changes to the Planning and Design Code, and integrating public domain, infrastructure and transport requirements that will be needed to support the long-term land use vision. It is proposed to also include other areas to meet regional circumstances such as where there might be a gap in other regional plans or reinforcing key regional priorities and proposing investment in infrastructure and changes to services.</p>	Timing is dependent on the finalisation of the State Planning Policies (which need to be reflected in the Regional Plan) and the formulation of the JPB.
Undertaking Code Amendments at the request of the affected councils	There may be opportunities for collaboration in undertaking Code Amendments for the councils that are parties to the PA. This function would only be undertaken when requested by the affected councils to a particular Code Amendment.	Timing is dependent on the formation of the JPB, preparation of the Regional Plan, and finalisation of the Planning and Design Code.

#### Band 2 Function

Function	Scope	Timing
Undertaking other research and planning for Councils that are parties to the Planning Agreement at their request.	Would be only for matters requested by the Councils and does not refer to matters being delegated to the JPB.	Dependent on formation of the JPB and any requests from the councils.

## 10.5. Risks and opportunities

The risks and opportunities associated with each activity are as follows:

### Band 1 Function

Function	Risk/opportunity and potential impact on the JPB operations	Likelihood Highly likely, likely, unlikely, highly unlikely	Impact High, Medium, Low	Strategy Actions to mitigate risk or maximise opportunities
Regional Plan	<u>Risks</u>			
	1) Loss of local content	Likely	Medium	Ensure all stakeholders have opportunity to equal input in preparation of plan.
	2) Cost of preparing plan is beyond the councils' resources	Likely	Medium	a) Utilise support provided by DPTI. b) Utilise the template and guidelines provided by DPTI c) Ensure equitable contribution by member councils (financial and otherwise). d) Invest time in, and carefully define, the scope of the Regional Plan. e) Ensure preparation of the Regional Plan is undertaken through good project management processes.
	3) Potential loss of autonomy of individual councils	Unlikely	Low	Ensure all stakeholders have opportunity to equal input in preparation of plan.
	<u>Opportunities</u>			
	1) Regional Plan to address region specific matters	Highly Likely	High	Identify priority matters at scoping stage.
	2) Influence over outcomes	Highly Likely	High	Ensure PA is set up in a manner that will ensure this.
	3) Consistency in land use along council boundaries	Highly Likely.	High	Ensure all stakeholders have opportunity to equal input in preparation of plan.
	4) Consistency in Land Use Planning across the region	Highly Likely	High	Ensure all stakeholders have opportunity to equal input in preparation of plan.

	5) Identification and implementation of land-use opportunities that will benefit the whole region	Likely	High	Ensure all stakeholders have opportunity to equal input in preparation of plan.
	6) Capitalising on economies of scale (e.g. greater clout to buy in from agencies)	Likely	High	Ensure continuous collaboration between member councils.

## Band 2 Functions

Function	Risks/opportunities and potential impact on the JPB operations	Likelihood Highly likely, likely, unlikely, highly unlikely	Impact High, Medium, Low	Strategy Actions to mitigate risk or maximise opportunities
Undertake research and planning for the Councils that are parties to the Planning Agreement, at their request	<u>Risk</u> Costs not allocated on a fair basis	Unlikely	Medium	Agree on distribution of costs between participating Councils in planning for such research and/or planning. Identify costs separately within the financial management system.
	<u>Opportunity</u> Increased capacity for research and planning for the Councils	Highly likely	Medium	Workshop areas where the JPB could assist with research and/or planning for the Councils

## 11. JOINT PLANNING BOARD ADMINISTRATION

### 11.1. Registration details

(If a decision is made to enter into a Planning Agreement, update this section when adapting this Part for the Business Plan)

Business name	Yorke Peninsula Joint Planning Board
Trading name(s)	Yorke Peninsula Joint Planning Board
Date registered	Date business name registered/likely to be registered (Complete during Business Plan development)
Location(s) registered	The JPB will operate in South Australia only
Physical address(es)	The business premises will be rotated annually between the offices of the three Councils that are parties to the Planning Agreement
Business structure	Joint Planning Board under the <i>Planning, Development and Infrastructure Act 2016</i>
ABN	Registered Australian Business Number (Complete during Business Plan development)
ACN	Registered Australian Company Number, if applicable (Complete during Business Plan development)
GST	Will you be/are you registered for Goods and Services Tax? Date to be/registered (Complete during Business Plan development)

Domain names	Proposed/registered domain names (Complete during Business Plan development)
Licences and permits	List all the licences or permits that you will register/have registered (Complete during Business Plan development)

## 11.2. Business premises

The business premises will be rotated annually between the offices of the three Councils that are parties to the Planning Agreement. There will be central PO Box and email addresses for the JPB.

## 11.3. Insurance

Workers' compensation	(Complete during Business Plan development)
Public liability insurance	(Complete during Business Plan development)
Professional indemnity	(Complete during Business Plan development)
Board members and deputies	(Complete during Business Plan development)
Other	(Complete during Business Plan development)

## 11.4. Legal considerations

The following legal considerations and legislation will have an impact on the running of the JPB:

- Planning Agreement
- *PDI Act* and Regulations
- *Local Government Act 1999*.

## 11.5. Governance structure

A JPB may establish:

- committees "to advise the board on any aspect of its functions, or to assist the board in the performance of its functions or the exercise of its powers" (*s38(1) PDI Act 2016*); and
- subsidiaries, with separate corporate status "(a) to carry out a specified activity or activities; or (b) to perform a function or to exercise a power of the board under this Act; or (c) to hold or administer any land, facility or assets (*s39(1) PDI Act 2016*).

Decisions regarding establishment of committees (unless designated in the Planning Agreement) or subsidiaries will be made by Joint Planning Boards. The following comments are made to assist the Board in making such decisions.

### 11.5.1. Appointment of committees

It is proposed that a Planning Advisory Committee be formed, comprising equal numbers of people nominated by the CEO of each council. The Committee would have an advisory role to the board on Planning matters.

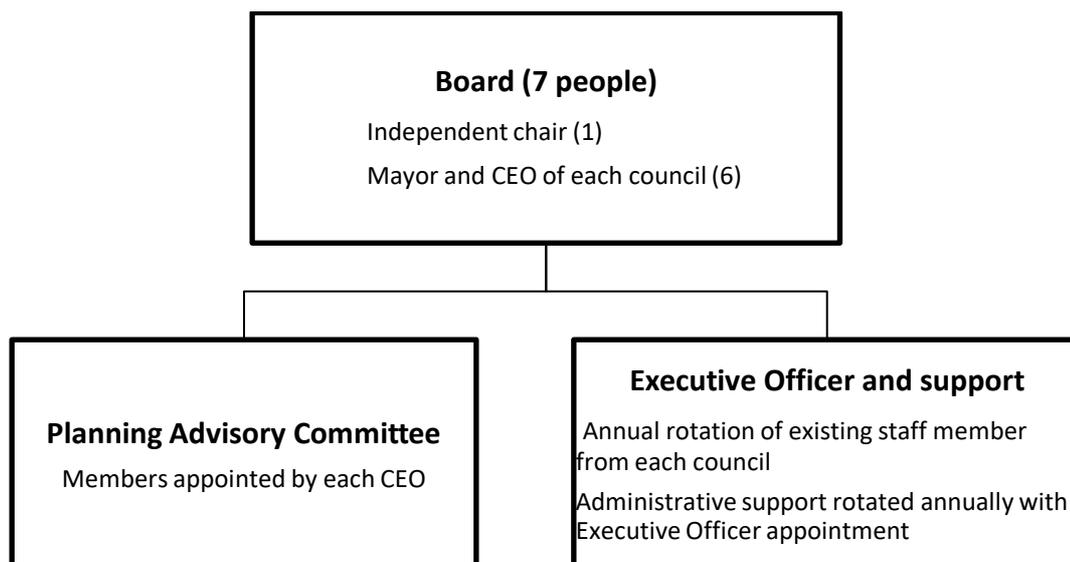
### 11.5.2. Establishment of subsidiaries

No subsidiaries are proposed for the JPB. If any subsidiaries were to be formed in the future it would require an amendment to the Planning Agreement.

## 11.6. Organisational structure

The role of Executive Officer would rotate between staff of the three councils on an annual basis. Supporting administrative services would be provided by the council providing the Executive Officer role.

The following organisational structure is proposed:



The activities would be provided through seconded staff and consultants as detailed in the following tables.

#### Band 1 Functions

Function	In house staff	Seconded staff	Consultants
Regional Plan	JPB will not have any staff	Executive Officer will be seconded on a part-time basis from the councils on a rotation basis and will administer development of the Regional Plan	Likely to be required
Code Amendments, at the request of the affected councils	JPB will not have any staff	Planning staff from the affected councils will draft the Code Amendments, possibly with external assistance	May be required

#### Band 2 Functions

Function	In house staff	Seconded staff	Consultants
Undertake research and planning for the Councils that are parties to the Planning Agreement, at their request	JPB will not have any staff	Council staff with suitable qualifications and skills may be able to be seconded to undertake or assist with other research and planning	Likely to be required

## 11.7. Engagement of agencies, other stakeholders and the community

Engagement with stakeholders and the public should be guided by the preparation of a Stakeholder Engagement Plan that aligns with the Community Engagement Charter. Engagement is likely to be required as indicated in the following tables.

### Band 1 Functions

Function	Agencies engagement	Other stakeholder engagement	Community engagement
Regional Plan	DPTI, DEW, SA Water, DSD, EPA, SA Health, ILUA, NNAC	Business and Industry groups, RDA, NRM, LEGATUS, neighbouring councils	Residential, commercial and industrial landowners and wider community
Code Amendments	Situational – as required on a case by case basis	Situational – as required on a case by case basis	Situational – as required on a case by case basis

### Band 2 Functions

Function	Agencies engagement	Other stakeholder engagement	Community engagement
Undertake research and planning for the Councils that are parties to the Planning Agreement, at their request	Situational – as required on a case by case basis	Situational – as required on a case by case basis	Situational – as required on a case by case basis

## 12. IMPLEMENTATION CONSIDERATIONS

The following implementation issues and actions have been identified by the Project Working Group:

Action	How addressed	Timing
<b>Entering into a Planning Agreement</b>		
Drafting Agreement	The draft Agreement would be prepared by staff of the councils, with such external assistance as required, based on the model prepared for DPTI during the pilot project	Could only occur after consideration of this Business Case and determination of any matters still requiring resolution
Approval of JPB Councils	Draft Agreement submitted to each council for their consideration	After resolution of any outstanding matters
Approval of Minister	Draft Agreement submitted to the Minister after approval by all councils	After approval by all councils
<b>Forming a Joint Planning Board</b>		
Appointment methodology	Approval by the councils as part of approving the draft Agreement	At time of councils' approval of the draft Agreement
Appointment of Acting Executive Officer	Appointment by the councils	As soon as possible after the Planning Agreement is finalised

(clause 20.5.1 of draft Planning Agreement)		
Appointment process for Board members	Acting Executive Officer to activate appointment methodology	
Meetings	First meeting date determined by Acting Executive Officer (Clause 20.5.2 of draft Planning Agreement)	Likely to be several months after Planning Agreement has been finalised
Induction	Acting Executive Officer to develop an induction plan in consultation with the Council CEOs	Induction plan to be developed and implemented before first Board meeting
Appointment of Planning Advisory Committee	Council CEOs to nominate members of the Committee	In conjunction with formation of board
<b>Developing a Business Plan</b>		
Refinement of Part D of Business Case	Council staff to refine Part D prior to finalising the draft Agreement	Could only occur after consideration of this Business Case and determination of matters still requiring resolution
<b>Finalising funding arrangements</b>		
Agreement on funding model	Approval by the councils as part of approving the draft Agreement	Could only occur after consideration of this Business Case and determination of matters still requiring resolution
<b>Completing administrative functions</b>		
Complete registrations (GST etc)	To be undertaken by Acting Executive Officer, working with the council CEOs	As soon as possible after finalisation of the Planning Agreement and appointment of Acting Executive Officer
Determine office/s location and arrange	Approval by the councils as part of approving the draft Agreement	Could only occur after consideration of this Business Case and determination of matters still requiring resolution
Create bank account	To be undertaken by Acting Executive Officer, working with the council CEOs	As soon as possible after finalisation of the Planning Agreement and appointment of Acting Executive Officer
Arrange insurances	To be undertaken by Acting Executive Officer, working with the council CEOs	As soon as possible after approval of the Planning Agreement and appointment of Acting Executive Officer
Furniture, equipment, printing etc (if required)	To be undertaken by Acting Executive Officer, working with the council CEOs	As soon as possible after finalisation of the Planning Agreement and appointment of Acting Executive Officer
Establish business addresses (mail and email), systems, records etc	To be undertaken by Acting Executive Officer, working with the council CEOs	As soon as possible after finalisation of the Planning Agreement and appointment of Acting Executive Officer

Establish service standards	To be undertaken by Acting Executive Officer, working with the council CEOs	As soon as possible after finalisation of the Planning Agreement and appointment of Acting Executive Officer
Determine and document responsibilities of the JPB and member Councils	To be undertaken by Acting Executive Officer, working with the council CEOs	As soon as possible after finalisation of the Planning Agreement and appointment of Acting Executive Officer
<b>Developing a Regional Plan</b>		
Develop a Project Plan incorporating scope, methodology, timing	Executive Officer to work with JPB board members, Planning Advisory Committee, and council staff to develop scope	Regional Plan to be completed within two years of proclamation of Regions
Arrange resources required including DPTI assistance	Executive Officer to work with council staff to arrange	Regional Plan to be completed within two years of proclamation of Regions
<b>Engaging stakeholders and the community</b>		
Engagement Plan	Initial general Engagement Plan to be developed by Acting Executive Officer, working with the council CEOs, and then reviewed by the Board when it is in place	As soon as possible after finalisation of the Planning Agreement and appointment of Acting Executive Officer; review by Board when members are appointed
	For preparing the Regional Plan – will be part of the project plan	At time of preparing the project plan for the Regional Plan

### 13. JOINT PLANNING BOARD FUNDING AND FINANCIAL MANAGEMENT

Sections 13.1, 13.2, 13.3 and 13.5 have been completed during development of this Business Case. The remaining sections will be completed as part of the conversion of this Part D to a Business Plan.

#### 13.1. Funding model

The following funding model will be adopted for the JPB:

- The organisation will not employ any staff and will not own or lease property or equipment
- No fees will be paid to Board members, other than the independent chair
- Executive Officer, financial and administrative services (including accommodation, stationery and use of equipment and vehicles as required) will be provided by each council in turn acting as host to the JPB
- The JPB will not have an Audit and Risk Management Committee and instead will put in place alternative arrangements allowed by the Planning Agreement
- The JPB will have a basic web page linked to each council's website, that will be developed by the first host council and maintained by the host council of the day
- Internal costs for each council acting as host to the JPB will be met by them
- External costs will be met by the JPB
- The net cost (external costs less any income) will be evenly distributed between the three councils.

### 13.2. Start-up costs

Estimated start-up costs are shown in the following table, along with comments and/or assumptions.

Item	Cost \$	Comment/Assumption
<b>REGISTRATIONS</b>		
Business name	500	Registration of business name to protect it from use by other parties. Estimate – to be verified by councils
Domain names	500	Estimate – to be verified by councils
<b>GENERAL</b>		
Establishment assistance	15,000	Estimate for assistance in establishing the systems and structures for the JPB consistent with the implementation considerations listed at section 12
Legal services	6,000	Estimate for finalising Planning Agreement and contingency for other legal advice to be verified by councils
Training	2,000	Training that may be required for the JPB or council staff
Consultants	2,000	<b>Contingency</b> for any assistance that may be required
Logo development	1,500	<b>Contingency</b> estimate
<b>TOTAL START UP COSTS</b>	<b>\$27,500</b>	

### 13.3. Plant and equipment

No plant or equipment is required for the JPB as it will be provided by each council acting as host to the JPB on a rotation basis.

### 13.4. Statement of Financial Position

**THIS SECTION TO BE COMPLETED AS PART OF CONVERTING PART D: DESIGN OF THE BUSINESS CASE INTO THE BUSINESS PLAN**

The statement of financial position is based on the following assumptions:

- <list assumptions>

#### Statement of financial position

Assets and liabilities	Year 1	Year 2	Year 3
<b>Current assets</b>			
Cash and cash equivalents	\$	\$	\$
Receivables	\$	\$	\$
Total current assets	\$	\$	\$
<b>Non-current assets</b>			
Information systems	\$	\$	\$
Total non-current assets	\$	\$	\$
Total assets	\$	\$	\$
<b>Current Liabilities</b>			

Assets and liabilities	Year 1	Year 2	Year 3
Payables	\$	\$	\$
Provisions	\$	\$	\$
Total current Liabilities	\$	\$	\$
<b>Non-current liabilities</b>			
Provisions	\$	\$	\$
Total non-current liabilities	\$	\$	\$
<b>Total liabilities</b>	\$	\$	\$
<b>Net assets</b>	\$	\$	\$
<b>Equity</b>			
Retained earnings	\$	\$	\$
Asset revaluation surplus	\$	\$	\$
<b>Total equity</b>	\$	\$	\$

### 13.5. Statement of Comprehensive Income

The statement of comprehensive income is based on the financial model shown at 13.1 above.

#### Statement of comprehensive income

Expenses	Comments	Year 1 \$	Year 2 \$	Year 3 \$
<b>Board</b>				
Independent chair		20,000	20,000	10,000
<b>Supplies and services</b>				
Executive Officer, administration, accommodation, meetings all covered by each council hosting	Each council to absorb any additional costs in rotation	0	0	0
Legal services	Contingency	5,000	5,000	5,000
Consultants	Years 1 & 2 Regional Plan; year 3 contingency	30,000	30,000	5,000
Insurances	Source???	???	???	???
Advertising	Estimate - including Regional Plan	500	500	500
Printing	Estimate	500	500	500
<b>Other expenses</b>				
Audit fees	Estimate	2,000	2,000	2,000
<b>Total Expenses</b>		<b>58,000 + insurance</b>	<b>58,000 + insurance</b>	<b>23,000 + insurances</b>
<b>Income</b>				
Council contributions	Costs equally distributed between the three councils	xxx	xxx	xxx
<b>Total income</b>		<b>xxx</b>	<b>xxx</b>	<b>xxx</b>

<b>Income</b>		<b>Year 1 \$</b>	<b>Year 2 \$</b>	<b>Year 3 \$</b>
<b>Net result</b>		0	0	0

**13.6. Balance sheet forecast**

**THIS SECTION TO BE COMPLETED AS PART OF CONVERTING PART D: DESIGN OF THE BUSINESS CASE INTO THE BUSINESS PLAN**

The balance sheet forecast is based on the following assumptions:

- <list assumptions>

**Balance sheet forecast**

Assets and liabilities	Year 1	Year 2	Year 3
<b>Current assets</b>			
Cash	⌘	⌘	⌘
Petty cash	⌘	⌘	⌘
Pre-paid expenses	⌘	⌘	⌘
<b>Fixed assets</b>			
Other.....	⌘	⌘	⌘
<b>Total assets</b>	⌘	⌘	⌘
<b>Current/short term liabilities</b>			
Credit cards payable	⌘	⌘	⌘
Accounts payable	⌘	⌘	⌘
Interest payable	⌘	⌘	⌘
Other.....	⌘	⌘	⌘
<b>Long-term liabilities</b>			
Other.....	⌘	⌘	⌘
<b>Total liabilities</b>	⌘	⌘	⌘
<b>Net assets</b>	⌘	⌘	⌘

**13.7. Profit and loss forecast**

**THIS SECTION TO BE COMPLETED AS PART OF CONVERTING PART D: DESIGN OF THE BUSINESS CASE INTO THE BUSINESS PLAN**

The profit and loss forecast is based on the following assumptions:

- <list assumptions>

**Profit and loss forecast**

Profit and loss	Year 1	Year 2	Year 3
<b>Income</b>			
Council contributions	⌘	⌘	⌘
Other.....	⌘	⌘	⌘
<b>Total income</b>	⌘	⌘	⌘

<b>Profit and loss</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Expenses</b>			
Accounting fees	\$	\$	\$
Advertising and marketing	\$	\$	\$
Bank fees and charges	\$	\$	\$
Bank interest	\$	\$	\$
Stationary and printing	\$	\$	\$
Insurance	\$	\$	\$
Other.....	\$	\$	\$
<b>Total expenses</b>	\$	\$	\$
<b>Net surplus</b>	\$	\$	\$

## PART E – ASSESSMENT

### 14. ASSESSMENT AGAINST OBJECTIVES

An assessment of the potential collaboration activities against the objectives established in section 7 was undertaken by the Project Working Group with the results as shown in the following table.

#### 14.1. Band 1 – Functions under the *Planning, Development and Infrastructure Act 2016*

Objective	Weighting %	Rating
Consistent integrated regional planning and responsive strategic land use planning	100	High
<b>TOTAL</b>	<b>100</b>	<b>High</b>

#### 14.2. Band 2 - Other local government functions

Objective	Weighting %	Rating
Efficiency in undertaking other research and planning	30	High
Greater consistency in research and planning across the councils	30	High
Attracting additional funding from external bodies	10	High
Staff development and retention	10	High
Attracting a larger range of consultants and contractors to undertake larger projects	20	High
<b>TOTAL</b>	<b>100</b>	<b>High</b>

### 15. PREPAREDNESS ASSESSMENT

The proposed collaboration was assessed against the lessons identified at section 4.2 of this report by the council CEOs as the Project Governance Group with the results shown in the following table.

#### 15.1. Band 1 - Functions under the *Planning, Development and Infrastructure Act 2016*

Lesson	Rating	Action required	
		Action	Reason
Commitment and passion to a regional approach	H	N/A	N/A
Political and community will to pursue a regional approach	M	Workshop with the three councils (individually)	To engage with stakeholder Council bodies and consider political and community will to pursue a regional approach
Equity across each council	H	N/A	N/A

Lesson	Rating	Action required	
		Action	Reason
Robust business case including a clear value proposition	H	N/A	N/A
The right governance model	H	N/A	N/A
The 'infrastructure' (including compliance with legislation, industrial and other agreements) in place to support the governance model	H	N/A	N/A
Alignment of culture and common purpose between parties	H	N/A	N/A
OVERALL RATING	H	N/A	N/A

**Conclusion: Proceed with Planning Agreement and formation of a JPB**