



City of  
**LAUNCESTON**

# **COUNCIL MINUTES**

**COUNCIL MEETING  
THURSDAY 19 MARCH 2026  
1:00 PM**

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**The Ordinary Meeting of the City of Launceston Council was held at the Council Chambers, Town Hall, St John Street, Launceston:**

**Date: 19 March 2026**

**Time: 1:00 pm**

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### **Certificate of Qualified Advice**

#### **Background**

To comply with section 65 of the *Local Government Act 1993* (Tas):

1. A General Manager must ensure that any advice, information or recommendation given to the council, or a council committee, is given by a person who has the qualifications or experience necessary to give such advice, information or recommendation.
2. A council or council committee is not to decide on any matter which requires the advice of a qualified person without considering such advice unless -
  - (a) the General Manager certifies, in writing -
    - (i) that such advice was obtained; and
    - (ii) the General Manager took the advice into account in providing general advice to the council or council committee; and
  - (b) a copy of that advice or, if the advice was given orally, a written transcript or summary of that advice is provided to the council or council committee with the General Manager's certificate.

#### **Certification**

I certify that:

- (i) the advice of a qualified person has been sought where required;
- (ii) this advice was taken into account in providing general advice to the council or council committee; and
- (iii) a copy of the advice, or a written transcript or summary of advice provided orally, is included with the agenda item.



**Sam Johnson OAM  
Chief Executive Officer**

## VIDEO and AUDIO STREAMING of COUNCIL MEETINGS

The video and audio of open sessions of ordinary Council meetings and special Council meetings that are held in the Council Chambers at Town Hall, will be streamed live via the Council's meeting stream channel on YouTube.

Video audio streaming and recording of this Council Meeting, except for any part held in Closed Session, will be made in accordance with our Video and Audio Streaming of Meetings Policy - 17-Plx-017.

This Council Meeting was streamed live to and can be accessed at:  
[www.launceston.tas.gov.au/Council/Meetings/Watch-and-Listen](http://www.launceston.tas.gov.au/Council/Meetings/Watch-and-Listen).

The audio-visual recording equipment will be configured in a way which avoids coverage of the public gallery area and Council will endeavour to ensure images in this area are not streamed. However, Council expressly provides no assurances to this effect and by entering or exiting the Council Chamber or by remaining in the public gallery area, it is assumed that consent has been given to the Council to broadcast images and audio recordings.

The Mayor or their representative will provide notice that the meeting will be recorded through live streaming. By attending a Council meeting, attendees will be taken to have consented to their image, speech or statements being live streamed.

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<https://www.launceston.tas.gov.au/Council-Region/Legislation-and-Policy/Policy>

The following information was provided to members of the public in respect of attendance at the Council Meeting.

## PUBLIC QUESTION TIME - AGENDA ITEM 8

Questions received in writing by close of business Wednesday of the week prior to the Council Meeting are treated as Questions on Notice. Your question and an answer will be published in the Agenda of the Council Meeting. Questions may be submitted to the Chief Executive Officer at [contactus@launceston.tas.gov.au](mailto:contactus@launceston.tas.gov.au), PO Box 396, Launceston TAS 7250, or Town Hall, St John Street, Launceston.

If attending the Council Meeting in person, you may ask up to three questions during Public Question Time. If accepted, your questions will be either answered at the Meeting or Taken on Notice and answered at a later Council Meeting.

### **PUBLIC COMMENT ON AGENDA ITEMS**

When attending the Council Meeting, you will be asked if you wish to comment on an item in the Agenda. Prior to debate on that Agenda Item, you will be invited by the Chair to move to the public microphone at the doors to the Council Chambers and state your name and address.

Please note the following important information:

- Each item on the Agenda includes a Recommendation prepared by a Council Officer.
- You may speak for up to two minutes, either for or against the Recommendation.
- You may not ask questions or enter into debate with Councillors or Council Officers.
- Your statement is not to be defamatory, inappropriate or abusive, or be intended to embarrass any person, including Councillors or Council Officers.
- The Chair may direct you to stop speaking if you do not follow these rules, or if your statement repeats points that have already been made.
- Audio from our Council Meetings is streamed live via YouTube.

Your respectful contribution is welcome and appreciated.

### **LEGISLATIVE TERMINOLOGY - GENERAL MANAGER**

At the City of Launceston, the title Chief Executive Officer is a term of reference for the General Manager as appointed by Council pursuant to section 61 of the *Local Government Act 1993 (Tas)*. For the avoidance of doubt, *Chief Executive Officer* means *General Manager* for the purposes of the *Local Government Act 1993 (Tas)* and all other legislation administered by or concerning Council.

***Present:***

**Mayor Councillor M K Garwood**  
**Councillor A G Harris**  
**Councillor T G Walker**  
**Councillor J J Pentridge**  
**Councillor A J Palmer (retired at 1.34pm)**  
**Councillor L M McMahon**  
**Councillor S Cai**  
**Councillor A J Britton**  
**Councillor K M Preece**  
**Councillor R A I Marsden**

***In Attendance:***

**Jane Lewis (Executive Leader Strategy and Innovation)**  
**Chelsea van Riet (Executive Leader Community Assets and Design)**  
**Nathan Williams (Executive Leader Delivery and Performance)**  
**Duncan Campbell (Team Leader Legal)**  
**Kelsey Hartland (Team Leader Governance and Information Services)**  
**Keara Downey (Administration Officer Governance Support)**  
**Matthew Jordan (Senior Leader Community Place and Wellbeing) (Agenda Item 17.1)**  
**Eve Gibbons (Business Leader Carr Villa) (Agenda Item 17.1)**  
**Matt Morgan (Team Leader Procurement) (Agenda Item 18.1)**  
**Sharin Imlach (Team Leader Property) (Agenda Item 20.1 and 20.3)**  
**Sarah McRobbie (Senior Leader Prosperity and Innovation) (Agenda item 20.2)**  
**Erica Deegan (Senior Leader Property and Asset Strategy) (Agenda Item 20.2)**  
**Ben Ransley (Team Leader Facilities) (Agenda Item 20.3)**

***Apologies:***

**Deputy Mayor Councillor D H McKenzie**  
**Councillor D C Gibson (Leave of Absence)**  
**Sam Johnson OAM (Chief Executive Officer)**

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**1. OPENING OF MEETING - STATEMENT, ATTENDANCE AND APOLOGIES**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 8*

**The Mayor, Councillor M K Garwood, opened the meeting at 1.00pm and provided the following statement:**

**An audio visual recording is being made of the meeting.**

**All persons attending the meeting are to be respectful of, and considerate towards, other persons attending the meeting.**

**Language and conduct at the meeting that could be perceived as offensive, defamatory or threatening to a person attending the meeting, or listening to the recording, is not acceptable.**

**Following the statement the Mayor noted an apologies from Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson and Sam Johnson (Chief Executive Officer).**

## **2. MAYORAL ACKNOWLEDGEMENTS**

The Mayor Councillor M K Garwood acknowledged the following:

- 1. The passing of Heather Barwick's recent passing. Heather gave decades of her life to the Georgetown community. First elected in 1989 she went on to become Georgetown's first female Mayor in 1995 and remains the longest running continuously serving Councillor.**

Through her work as a Justice of the Peace, she went above and beyond, involved in many local projects and community groups. Heather's contribution to local government and the broader community of Tasmania has left a lasting impact and legacy.

- 2. The City of Launceston has been formally recognised as a Skilled Workplace under Mental Health Australia's Workplace Recognition Programme. This is in large, thanks to our internal Workplace Health and Safety Team. This prestigious accreditation celebrates our ongoing commitment to fostering a supportive environment where mental health is prioritised. Since launching our Mental Health First Aid training in 2022 the Workplace Health and Safety team have supported over 150 council staff to undertake training.**

Achieving this status has positioned the City of Launceston as a leader in workplace mental health aligning with our values of people first leadership and community resilience. This recognition opens doors to further resources and networking through Mental Health Australia programmes helping us to continue to evolve our support system.

A certificate was presented to Joselyn Briggs and Aussie Dukeson on behalf of the Workplace Health and Safety Team in appreciation of their work.

**3. DECLARATIONS OF INTEREST**

*Local Government Act 1993 (Tas) - section 48*

*Local Government (Meeting Procedures) Regulations 2025 – regulation 39(1)(f)*

*(A councillor must declare any interest that the councillor has in a matter before any discussion on that matter commences).*

**No Declarations of Interest were identified as part of these Minutes.**

**4. CONFIRMATION OF MINUTES**

**4.1. Confirmation of Minutes**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 41(1)(b)*

**RECOMMENDATION:**

That the Minutes of the Ordinary Meeting of the City of Launceston Council held on 5 March 2026 be confirmed as a true and correct record.

**DECISION: 19 March 2026**

**MOTION**

**Moved Councillor A J Palmer, seconded Councillor R A I Marsden.**

**That the Minutes of the Ordinary Meeting of the City of Launceston Council held on 5 March 2026 be confirmed as a true and correct record.**

**CARRIED 10:0**

**FOR VOTE: Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden**

**AGAINST VOTE: Nil**

**5. COUNCIL WORKSHOPS**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 10(3)(c)*

**5.1. Council Workshop Report - 12 March 2026**

**FILE NO:** SF4401

**AUTHOR:** Kelsey Hartland (Team Leader Governance and Information Services)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**DECISION STATEMENT:**

To consider Council Workshops conducted since the last Council Meeting.

**RELEVANT LEGISLATION:**

*Local Government (Meeting Procedures) Regulations 2025 - Regulation 10(3)(c)*

**RECOMMENDATION:**

That Council, pursuant to Regulation 10(3)(c) of the *Local Government (Meeting Procedures) Regulations 2025*, notes the Council Workshops conducted and attended since the last Council Meeting, for the purposes described:

1. Workshop conducted on 12 March 2026:

**Four-Year Delivery Plan and Annual Plan 2026/27 update**

*Councillors received an update on the development of the draft Four-Year Delivery Plan 2026/27 - 2029/30 and the draft Annual Plan for 2026/27, and a copy of each Plan for review and input prior to public consultation.*

**Budget - Fees & Charges, Capital, MOPS**

*Councillors received an update on the 2026/2027 budget process, focusing on;*

- *Operational Budget parameters and assumptions*
- *Draft Fees & Charges for discussion*
- *Draft Capital Budget for discussion*
- *Draft Major Operational Budget for discussion*

**Launceston Central Inc. Service Agreement - Bi-Annual Report July - December 2025**

*Representatives from Launceston Central Inc. presented Councillors with the bi-annual progress report (July-December 2025), and an update on programs and future initiatives, in line with the Service Agreement.*

**Major Event Impact - Foo Fighters Concert**

*Councillors received a presentation providing a high-level overview of the Foo Fighters concert held at UTAS Stadium on 24 January 2025, including its impact on the city.*

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### **Executive Leader Update and General Business**

*Councillors and Executive Leaders had the opportunity to engage in discussion about current and planned projects.*

### **Second Kanamaluka/River Tamar Crossing - Consultation and Feedback Findings Summary Report**

*Councillors will receive a briefing on the progress of the Department of State Growth's Second Kanamaluka/River Tamar Crossing business case.*

### **Councillors Connect and Discussion Prior to Attending Ministerial Briefing**

*Councillors were provided the opportunity to raise and discuss matters of concern, share perspectives, and collectively work through issues that may benefit from group discussion, including discussion points for the Ministerial Briefing.*

*In Attendance:* Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden.  
*Apologies:* Nil

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## **DECISION: 19 March 2026**

### **MOTION**

**Moved Councillor A J Britton, seconded Councillor A G Harris.**

**That Council, pursuant to Regulation 10(3)(c) of the *Local Government (Meeting Procedures) Regulations 2025*, notes the Council Workshops conducted and attended since the last Council Meeting, for the purposes described:**

#### **1. Workshop conducted on 12 March 2026:**

##### **Four-Year Delivery Plan and Annual Plan 2026/27 update**

*Councillors received an update on the development of the draft Four-Year Delivery Plan 2026/27 - 2029/30 and the draft Annual Plan for 2026/27, and a copy of each Plan for review and input prior to public consultation.*

##### **Budget - Fees & Charges, Capital, MOPS**

*Councillors received an update on the 2026/2027 budget process, focusing on;*

- *Operational Budget parameters and assumptions*
- *Draft Fees & Charges for discussion*
- *Draft Capital Budget for discussion*
- *Draft Major Operational Budget for discussion*

##### **Launceston Central Inc. Service Agreement - Bi-Annual Report July - December 2025**

*Representatives from Launceston Central Inc. presented Councillors with the bi-annual progress report (July-December 2025), and an update on programs and future initiatives, in line with the Service Agreement.*

**Major Event Impact - Foo Fighters Concert**

*Councillors received a presentation providing a high level overview of the Foo Fighters concert held at UTAS Stadium on 24 January 2025, including its impact on the city.*

**Executive Leader Update and General Business**

*Councillors and Executive Leaders had the opportunity to engage in discussion about current and planned projects.*

**Second Kanamaluka/River Tamar Crossing - Consultation and Feedback Findings Summary Report**

*Councillors will receive a briefing on the progress of the Department of State Growth's Second Kanamaluka/River Tamar Crossing business case.*

**Councillors Connect and Discussion Prior to Attending Ministerial Briefing**

*Councillors were provided the opportunity to raise and discuss matters of concern, share perspectives, and collectively work through issues that may benefit from group discussion, including discussion points for the Ministerial Briefing.*

***In Attendance:*** Mayor Councillor M K Garwood, Deputy Mayor Councillor D H McKenzie, Councillor D C Gibson, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden.

***Apologies:*** Nil

**CARRIED 10:0**

**FOR VOTE:** Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden

**AGAINST VOTE:** Nil

**6. COUNCILLORS' LEAVE OF ABSENCE APPLICATIONS AND PARENTAL LEAVE NOTIFICATIONS**

**No Councillors' Leave of Absence Applications or Parental Leave Notifications have been identified as part of these Minutes.**

**7. COMMUNITY REPORTS**

*(Community Reports allow an opportunity for Community Groups to provide Council with a three minute verbal presentation detailing activities of the group. This report is not intended to be used as the time to speak on Agenda Items; that opportunity exists when that Agenda Item is about to be considered. Speakers are not to request funding or ask questions of Council. Printed documentation may be left for Councillors.)*

**No Community Reports were registered with Council as part of these Minutes.**

**8. QUESTIONS BY MEMBERS OF THE PUBLIC**

*Local Government (Meeting Procedures) Regulations 2025 - regulations 36 to 38*

**8.1. Questions on Notice by Members of the Public**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 38*

**8.1.1. Questions on Notice by Members of the Public - Robin Smith - Parking Data - Foo Fighters Concert - 25 February 2026**

**FILE NO:** SF6381

**AUTHOR:** Kelsey Hartland (Team Leader Governance and Information Services)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**QUESTIONS AND RESPONSES:**

The following questions, submitted to Council on 25 February 2026 by Robin Smith, have been answered by the Senior Leader Health and Regulations.

**Question 1:**

Would council be kind enough as to provide the number of vehicles exiting each of the 3 multi-storey car parks after the concert ended Saturday 24 January and before 10:00am on Sunday 25 January?

**Response:**

*Between 10:00pm on Saturday 24 January (the time the Foo Fighters concert concluded) and 10:00am on Sunday 25 January, the number of vehicles that exited each multistorey car park was as follows:*

- *Paterson Street West Car Park: 20 vehicles*
- *Paterson Street East Car Park: 86 vehicles*
- *Elizabeth Street Car Park: 13 vehicles.*

**Question 2:**

Please provide (a) details\* in connection with the on-site security presence (i) the number of personnel present and (ii) hours worked and (b) any costs therein.

\*May be provided *in camera*.

**Response:**

*A response was provided in camera to Robin Smith on 12 March 2026 due to the confidential and security-sensitive nature of the information.*

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**8.1.2. Questions on Notice by Members of the Public - Robin Smith - St John Street Bus Stop Relocation - 25 February 2026**

**FILE NO:** SF6381

**AUTHOR:** Kelsey Hartland (Team Leader Governance and Information Services)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**QUESTIONS AND RESPONSES:**

The following questions, submitted to Council on 25 February 2026 by Robin Smith, have been answered by the Strategic Transport Advisor.

**Question 1:**

Has a study provided the level of granularity to identify the current number of bus passengers changing services at the 'interchange'?

**Response:**

*The Metro Tas provided bus passenger counts do not indicate the number of passengers transferring between services. The counts indicated 5,400 bus passengers on average per week utilising bus stops A1/A2 and B1. Should Mr Smith wish to obtain such data (should it be available), it is suggested he contact the Department of State Growth or Metro Tasmania directly.*

**Question 2:**

What was the response to the latest option from (i) Department of State Growth (DSG) and (ii) Metro Tasmania and other operators?

**Response:**

*The Department of State Growth expressed support for Option 1, and also conditional support for Option 6 as long as the design allowed for the provision of three bus stops between Cameron Street and Paterson Street.*

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**8.1.3. Questions on Notice by Members of the Public - Victoria Wardlaw -  
Accessibility Around the City and New Residents Program - 5 March 2026**

**FILE NO:** SF6831

**AUTHOR:** Taylor Murphy (Administration Officer - Governance Support)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**QUESTIONS AND RESPONSES:**

The following questions, submitted to Council on 5 March 2026 by Victoria Wardlaw, have been answered by the Executive Leader Delivery and Performance, Acting Senior Leader City Infrastructure and Senior Leader Stakeholder Experience.

**Question 1:**

I am concerned about the accessibility of the City. I understand there has been a review of the Council Committees, one of them being the Access Committee - could you shine a light on what has happened there?

**Response:**

*Council conducted a review of its committee structure in 2025. Following this review, a number of changes were made, and the Access Committee was dissolved due to previous low participation and clear outputs.*

*Council is currently reviewing its committee structure moving forward to ensure best alignment with its 10 Year Strategic Plan.*

*The City of Launceston Accessibility Framework is aimed at improving accessibility and inclusion in Launceston.*

*Any immediate issues with regards to accessibility should be lodged with our Customer Service Team which will be sent to the relevant team for investigation.*

**Question 2:**

With regards to the Albert Hall redevelopment, the distance from the car park to the access ramp is more than one hundred metres - can there be more community consultation regarding accessibility options in future projects?

**Response:**

*The Albert Hall redevelopment had inherent constraints as an extension to an existing heritage building located in City Park with other buildings in close proximity, including the City Park Stables and public toilets. The redevelopment meets the requirements of National Construction Code and Australian Standards, which includes AS1428, which relates directly to the accessibility of the built environment for people with a disability. Building design is undertaken by qualified consultants from a range of disciplines to ensure outcomes are fit for purpose within the parameters of the individual site's constraints. The community is often invited to provide feedback on council projects and this request will be considered on a project-by-project basis.*

**Question 3:**

Before I moved to Launceston, I lived in Ballarat and the City of Ballarat Council had a New Residents Program that provided people who had just moved into the local area a book of vouchers and discounts from businesses that they could use within the first 12 months of moving into the municipality. Would Council consider implementing a similar program?

**Response:**

*The City of Launceston is currently exploring how it can welcome new residents to Launceston, including providing information about Council and what our city and municipality has to offer. We will have something in place later in 2026, and this will be promoted across our digital channels and in our Customer Service Centre.*

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**8.1.4. Questions on Notice by Members of the Public - Rocelyn Ives - Hop-On/Hop-Off Bus Service and Gorgeous Walks Programme - 5 March 2026**

**FILE NO:** SF6831

**AUTHOR:** Kelsey Hartland (Team Leader Governance and Information Services)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**QUESTIONS AND RESPONSES:**

The following questions, submitted to Council on 5 March 2026 by Rocelyn Ives, have been answered by the Strategic Transport Advisor – City Infrastructure.

**Question 1:**

Would Council consider a trial of two, hybrid hydrogen fuelled, 21 seater buses with hop on, hop off services, with routes spanning from the hospital to Inveresk, or Margaret Street to High Street?

**Response:**

*Council is developing priorities for its next four-year Delivery Plan. The proposal for a hop-on, hop-off shuttle will be recorded for consideration alongside other transport initiatives, subject to feasibility, funding, regulatory approvals and partnerships with the State and licensed operators. No decision has been made to proceed with or fund a trial at this time. If progressed, the service model (e.g. fixed route shuttle or demand responsive) and vehicle specifications (including seating capacity and propulsion—such as hybrid, hydrogen, battery electric or other lower emission options) would be determined during detailed planning and engagement.*

**Question 2:**

Tomorrow marks the beginnings of a Council heritage project about the Cataract Gorge. Would Council take the bold step of replicating the former successful Gorgeous Walks public programme? Maybe the opportunity for UTAS or another established group e.g Tamar NRM to partner with Council to re-create the program. Would Council consider re-establishing this highly valued and important Gorge discovery program?

**Response:**

*Council recognises this program as being well received by Visitors and Community members. Council officers will consider how Council can develop a similar initiative at the Cataract Gorge in partnership with volunteers and other stakeholders.*

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**8.2. Questions Without Notice by Members of the Public**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 37*

**8.2.1. Questions Without Notice by Members of the Public - Ian Goninon - Japanese Visit Report, and Fuel Consumption and Costs - 19 March 2026**

- 1. Regarding the Japanese visit, I thought we were going to see a final report and initiatives put in place following the visit. I'm interested to know where that is at?**
- 2. Can the Council put information out to ratepayers (e.g., a Facebook page or something in the Examiner) on a regular basis to encourage ratepayers to be more conservative with fuel, or to be helpful to others, in that sort of situation?**

**The Mayor, Councillor M K Garwood, advised that these questions would be taken on notice and a response provided in the Agenda of the 2 April 2026 Council Meeting.**

**8.2.2. Questions Without Notice by Members of the Public - Rocelyn Ives - Council Building Visitor Sign-in System - 19 March 2026**

- 1. Could the sign in screen system be adjusted to ensure that safety of customer access is assured?**
- 2. Is there an alternative to the sticky, plastic backed name-tags being issued which are not recyclable nor can be reused?**

**The Mayor, Councillor M K Garwood, advised that these questions would be taken on notice and a response provided in the Agenda of the 2 April 2026 Council Meeting.**

**9. PETITIONS**

**No Petitions were identified as part of these Minutes.**

**10. DEPUTATIONS**

**No Deputations were identified as part of these Minutes.**

**11. PLANNING AUTHORITY**

**No items were identified as part of these Minutes.**

## 12. ANNOUNCEMENTS BY THE MAYOR

### 12.1. Mayor's Announcements

FILE NO: SF2375

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#### Friday 6 February 2026

- Community Meeting, Calton Dixon, Launceston

#### Sunday 8 February 2026

- Officiated Launceston & Henley Annual Rowing Regatta, Launceston

#### Monday 9 February 2026

- Media - Official launch - Rotary Club of Launceston - Soggy Bottom Cardboard Box Boat Regatta, Launceston
- Media - Official Launch - Hawthorn Football and City of Launceston Partnership, Launceston

#### Wednesday 11 February 2026

- Attended TasWater Half year briefing, online
- Attended Opening: Tasmanian Wineworks, Launceston
- Attended QVMAG - The Arts Foundation Cocktail Party, Launceston

#### Thursday 12 February 2026

- Media Launch: Thoroughfare announcement, Launceston

#### Friday 13 February 2026

- Electorate meeting Minister Duigan, Michael Fergurson MP, Launceston
- Media interview: ABC Radio Northern Tasmania
- Media Launch: QVMAG - RISE, Launceston
- Officiated Civic Reception: CWA 90th Birthday, Launceston

#### Saturday 14 February 2026

- Officiated Official Opening: RISE 2026, Launceston

#### Wednesday 18 February 2026

- Community Meeting Baptcare, Launceston

#### Thursday 19 February 2026

- Community Meeting Festivale, Launceston

#### Friday 20 February 2026

- Community Meeting Tasmanian Aboriginal Centre, Launceston
- Electorate meeting Cecily Rosol MP, Launceston
- Media interview ABC Radio Sydney

#### Saturday 21 February 2026

- Officiated and attended New Horizons Awards Night 2026, Launceston
-

**Sunday 22 February 2026**

- Officiated, and participated in Soggy Bottom Regatta, Launceston

**Monday 23 February 2026**

- Media - Tasmanian Business Newspaper, Launceston

**Tuesday 24 February 2026**

- Media Launch: State Government Funding Announcement – Kings Wharf Convention Centre Precinct, Launceston
- Attended Tasmanian Hospitality Association and James Boag, 2026 Launceston Cup Eve, Launceston

**Wednesday 25 February 2026**

- Attended Tasmanian Turf Club, Launceston Ladbrokes Cup 2026, Launceston

**Thursday 26 February 2026**

- Attended and participated in Meet & Greet with Dan Repacholi MP - Special Envoy for Men's Health, Launceston
- Meeting with Assistant Minister Anthony Chisholm: Tasmanian Freight Equalisation Scheme Federal Senate Inquiry Review, Launceston.
- Attended and participated in the Launceston Chamber of Commerce Polies and Pizza event, Launceston.

**Friday 27 February 2026**

- Attended Theatre North, General Manager Amanda Sheppard Farwell, Launceston

**Saturday 28 February 2026**

- Officiated and participated in Holi Festival of Colours, Launceston

**Sunday 1 March 2026**

- Officiated and participated in NSNT Holi Celebration 2026, Launceston
- Attended Annual Truck Run, Longford

**Tuesday 3 March 2026**

- Attended and Officiated Exeter High School 2026 Assembly - Theme: Connection, Exeter.

**Wednesday 4 March 2026**

- Attended, Clifford Craig Foundation International Women's Day Lunch, Launceston.

**Thursday 5 March 2026**

- Community Meeting Safer Roads and Highways (SARAH) Group CEO, Mr. Peter Frazer - National Road Safety Week
- Officiated CEO performance Review Committee working group, Launceston

**Friday 6 March 2026**

- Media LAFM Breakfast
- Community Meeting: Mud Bar, Launceston

- Attended the Cape Hope - Night at the Tennis Fundraiser, Launceston

**Saturday 7 March 2026**

- Officiated QVMAG Exhibition Opening: Billy Missi'n Wakain Thamai, Launceston
- Officiated and attended Tassie Thunder Racing Awards, Launceston

**Sunday 8 March 2026**

- Attended Launceston International Final, Launceston.

**Monday 9 March 2026**

- Attended and Officiated Northern Tasmanian Softball Association 16th Master's Tournament, Launceston.

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**Wednesday 11 March 2026**

- Officiated and attended Presentation: Japanese Student Delegation – Ritsumeikan Moriyama High School, Launceston.

**Thursday 12 March 2026**

- Attended and participated in Community Cabinet Meeting, Riverside

**Friday 13 March 2026**

- Attended International Women's Day Luncheon Event - Built by Her, Launceston
-

**13. COUNCILLORS' REPORTS**

*(This item provides an opportunity for Councillors to briefly report on the activities that have been undertaken in their capacity as a representative of the Council. It is not necessary to list social functions that have been attended.)*

**Councillor Cai**

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**Wednesday 11 March 2026**

- Attended a presentation by a Japanese student delegation where three groups of students participated in the project Let's Create a Launceston City Walking Tour.
- The Heritage Advisory Committee are sponsoring two trade scholarships to attend a six-day building and conservation course presented by the Longford Academy. Expressions of interest are now open.

**Sunday 22 March 2026**

- Encouraged people to attend Professor George Razay's annual Dementia Walking Day at Seaport Pedestrian Bridge. Professor Razay said walking 3km a day reduces the risk of dementia by 25 percent.

**Councillor Harris**

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**Saturday 7 March 2026**

- Attended the Tassie Thunder BMX event in St Leonards. A family friendly event at a great facility.

**Thursday 12 March 2026**

- Attended the Community Cabinet Meeting.
- Attended the Tasmanian Active Living Coalition online meeting where Hobart City Council presented their active transport forward plans.

**14. QUESTIONS BY COUNCILLORS**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 34 and 35*

**14.1. Questions on Notice by Councillors**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 35*

**14.1.1. Questions Without Notice by Councillors - Councillor A G Harris - Dogs With No Known Owner - 5 March 2026**

**FILE NO:** SF2375

**AUTHOR:** Kelsey Hartland (Team Leader Governance and Information Services)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**QUESTIONS and RESPONSES:**

The following question, submitted to Council on 5 March 2026 by Councillor A G Harris, has been answered by the Senior Leader Health and Regulations.

***Question 1:***

What happens when a dog with no known owner is dropped to Dogs' Home of Tasmania?

***Response:***

*When a dog is delivered to the Dogs' Home of Tasmania with no known owner, the dog is held for a period of three days to allow time for an owner to come forward. If no owner is identified during this period, the Dogs' Home undertakes a behavioural assessment to determine the dog's suitability for rehoming. Dogs that meet the required behavioural standards are then made available for adoption.*

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**14.1.2. Questions on Notice by Councillors - Councillor D C Gibson - Road Safety Centre, Staffing Retention and Exit Interviews, Media Performance and Council Logo - 20 February 2026**

**FILE NO:** SF2375

**AUTHOR:** Kelsey Hartland (Team Leader Governance and Information Services)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**QUESTIONS AND RESPONSES:**

The following questions, submitted to Council on 20 February 2026 by Councillor D C Gibson, have been answered by the Executive Leader Connections and Liveability.

**Question 1:**

[Regarding the Road Safety Centre] where are we at with the enhanced promotion and new booking platform implementation, etc. for the Road Safety Centre?

**Response:**

*Following the reopening of the redeveloped Road Safety Centre in April last year, online booking platform Bookable has been utilised through the Council's website to manage bookings for this popular community facility.*

*A total of 2,243 bookings have been made for the facility since it opened last year, extending through to July this year, demonstrating ongoing high community demand.*

*At this stage additional marketing is not considered necessary or desirable as it might lead to disappointment that timely bookings cannot be made.*

*Officers are investigating options to make the Road Safety Centre more open and accessible. A report will be presented to a future Council meeting.*

**Question 2:**

Councillors previously received regular updates of social media performance and online tracking. This has not occurred for a long time. Is it possible to have this re-introduced or is it undertaken via another means?

**Response:**

*As quarterly reporting to Councillors via Council meeting agendas has now been standardised across the organisation, the Marketing and Communications Team provides updates on its activities via this channel. In recent quarters, these updates have included a range of communications, marketing, media liaison and social media highlights. The team will provide more detailed social media performance insights in future reports.*

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**Question 3:**

I note that there appears to be changes to the Council endorsed logo on promotional materials for a Council-event. I remind the organisation, that only Council can approve changes to the logo. Are current staff aware that any changes to the logo, no matter how minor, must be approved via a Council decision?

**Response:**

*Thank you. In preparing a response to your question it has been identified that the widely used brand guide refreshed in early 2025 has not been endorsed by Council. The refreshed corporate brand guidelines provide for the use of secondary logos in specific circumstances. Officers will now prepare a report with recommendations for consideration at a future Council meeting. Officers have been instructed not to use alternate versions of the logo until further notice.*

**14.2. Questions Without Notice by Councillors**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 34*

**No Councillors' Questions Without Notice were identified as part of these Minutes.**

**15. WRITTEN NOTICES OF MOTION**

*Local Government (Meeting Procedures) Regulations 2025 - regulation 19*

**No Notices of Motions were identified as part of these Minutes.**

**16. COMMITTEE REPORTS**

**16.1. Northern Youth Coordinating Committee Meeting - 10 February 2026**

**FILE NO:** SF0136

**AUTHOR:** Claudia Taylor (Youth Development Officer)

**APPROVER:** Ali Kemp (Executive Leader Connections and Liveability)

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**DECISION STATEMENT:**

To receive a report from the Northern Youth Coordinating Committee's regular meeting held on 10 February 2026.

**RECOMMENDATION:**

That Council:

1. receives the report from the Northern Youth Coordinating Committee Meeting held on 10 February 2026.
- 

**DECISION: 19 March 2026**

**MOTION**

**Moved Councillor L M McMahon, seconded Councillor A J Britton.**

**That Council:**

1. **receives the report from the Northern Youth Coordinating Committee Meeting held on 10 February 2026.**

**CARRIED 10:0**

**FOR VOTE:** Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden

**AGAINST VOTE:** Nil

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**17. CONNECTIONS AND LIVEABILITY (INCLUDING QUEEN VICTORIA MUSEUM AND ART GALLERY)**

**17.1. Carr Villa Memorial Park Flora Reserve and Surrounding Bushland**

**FILE NO:** SF7731/2450/0817

**AUTHOR:** Matthew Jordan (Acting Senior Leader Open Spaces and Sustainability)

**APPROVER:** Ali Kemp (Executive Leader Connections and Liveability)

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**DECISION STATEMENT:**

To consider the future management options of the identified Carr Villa buffer zones surrounding the Carr Villa Flora Reserve.

**RELEVANT LEGISLATION:**

*Local Government Act 1993 (Tas) requirements or other impacting legislation)*  
Relevant Reference

**PREVIOUS COUNCIL CONSIDERATION:**

Workshop - 3 October 2024 - Carr Villa Memorial Park Masterplan Development - Councillor Consultation  
Council - 27 March 2025 - Intention to Undertake Community Consultation - Draft Carr Villa Memorial Park Masterplan  
Council - 19 June 2025 - Carr Villa Memorial Park Masterplan  
Workshop – 4 December 2025 – Carr Villa Flora Reserve and Undeveloped Bushland

**RECOMMENDATION:**

That Council:

1. expand the Carr Villa Flora Reserve boundary to incorporate the surrounding Carr Villa bushland buffer zones (as identified in the Carr Villa Memorial Park Masterplan), creating a single, unified reserve managed under a new Conservation Management Plan; and
2. note that consideration of an environmental covenant over the identified area will occur toward the end of the Carr Villa Memorial Park Masterplan 50-year planning horizon.

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**Matthew Jordan (Senior Leader Community Place and Wellbeing) and Eve Gibbons (Business Leader Carr Villa) were in attendance to answer questions in respect of this item. A table of questions asked by Councillors during debate is included after the decision.**

**Dale Luck spoke to the Recommendation**

**DECISION: 19 March 2026**

**MOTION**

Moved Councillor S Cai, seconded Councillor T G Walker.

That Council:

1. expand the Carr Villa Flora Reserve boundary to incorporate the surrounding Carr Villa bushland buffer zones (as identified in the Carr Villa Memorial Park Masterplan), creating a single, unified reserve managed under a new Conservation Management Plan; and
2. note that consideration of an environmental covenant over the identified area will occur toward the end of the Carr Villa Memorial Park Masterplan 50-year planning horizon.

**CARRIED 10:0**

**FOR VOTE:** Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor A J Palmer, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden

**AGAINST VOTE:** Nil

<b>COUNCILLOR</b>	<b>QUESTION</b>	<b>RESPONSE</b>
<b>Councillor A G Harris</b>	What work has been undertaken recently on the Carr Villa site and how does this work fit in with the Bushland Buffer zone?	<b>Senior Leader Community Place and Wellbeing</b> <i>The work is in preparation for the fuel reduction programme that's coming up in the Autumn of this year.</i>
<b>Councillor A G Harris</b>	If this land was to be placed under a permanent covenant would the fuel reduction activity still be allowed?	<b>Senior Leader Community Place and Wellbeing</b> <i>Yes, whether the land is under covenant or not it is still our responsibility and mapped under the fuel reduction programme.</i>

**18. COMMUNITY ASSETS AND DESIGN**

**18.1. Streamlined Procurement Through Increased Use Of LGAT Panel Arrangements For Civil Works**

**FILE NO:** SF3379

**AUTHOR:** Chelsea van Riet (Executive Leader Community Assets and Design)

**APPROVER:** Chelsea van Riet (Executive Leader Community Assets and Design)

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**DECISION STATEMENT:**

To note operational intent to increase utilisation of the Local Government Association of Tasmania (LGAT) civil panel arrangement / contract to expedite the award of some contracts for civil works up to a value of \$900,000 excluding GST.

**RELEVANT LEGISLATION:**

*Local Government Act 1993 (Tas)*  
*Local Government (General) Regulations 2025*

**RECOMMENDATION:**

That Council:

1. notes that increased use of the LGAT panel arrangement / contract will facilitate a streamlined procurement process for some civil works projects while meeting legislative requirements associated with council procurement;
  2. endorses officers to utilise the LGAT panel arrangement/contract for civil projects up to a value of \$900,000 excluding GST where officers deem the suppliers on the applicable LGAT panel arrangement / contract to be suitable;
  3. notes the use of the LGAT panel arrangement / contract will result in some tenders being awarded without a Council decision, which is consistent with Council's existing procurement policy; and
  4. in the interests of transparency, officers will submit a half yearly report to Council listing any tenders awarded via an LGAT panel arrangement / contract for noting.
- 

**Matt Morgan (Team Leader Procurement) was in attendance to answer questions in respect of this item. A table of questions asked by Councillors during debate is included after the decision.**

**Councillor A J Palmer retired from the Meeting at 1:34 pm**

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**DECISION: 19 March 2026**

**MOTION**

**Moved Councillor A J Britton, seconded Councillor A G Harris.**

**That Council:**

- 1. notes that increased use of the LGAT panel arrangement / contract will facilitate a streamlined procurement process for some civil works projects while meeting legislative requirements associated with council procurement;**
- 2. endorses officers to utilise the LGAT panel arrangement/contract for civil projects up to a value of \$900,000 excluding GST where officers deem the suppliers on the applicable LGAT panel arrangement / contract to be suitable;**
- 3. notes the use of the LGAT panel arrangement / contract will result in some tenders being awarded without a Council decision, which is consistent with Council's existing procurement policy; and**
- 4. in the interests of transparency, officers will submit a half yearly report to Council listing any tenders awarded via an LGAT panel arrangement / contract for noting.**

**CARRIED 7:2**

**FOR VOTE: Mayor Councillor M K Garwood, Councillor A G Harris, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden**

**AGAINST VOTE: Councillor T G Walker and Councillor J J Pentridge**

<b>COUNCILLOR</b>	<b>QUESTION</b>	<b>RESPONSE</b>
<b>Councillor A J Britton</b>	Could we get an overview?	<b><i>Executive Leader Community Assets and Design</i></b> <i>We are trying to speed up our time to market from when we convene a panel of officers, who make a recommendation for who should be awarded work, so that we can get to market faster.</i>
<b>Councillor A J Britton</b>	Will this negatively impact any of our current suppliers?	<b><i>Executive Leader Community Assets and Design</i></b> <i>We have identified that some of our suppliers are not on the LGAT panel. We will be proactive in reaching out to all our suppliers, making them aware that LGAT is refreshing the panel, making it clear based on whatever Council endorses today, that we intend to use it more and encouraging them to take part in that process and join the panel.</i>
<b>Councillor A G Harris</b>	What is the definition of Civil works? Is it purely road and footpath construction?	<b><i>Executive Leader Community Assets and Design</i></b> <i>That's correct.</i>
<b>Councillor A G Harris</b>	This proposal includes the parks and playgrounds, would that be refurbishment of new of existing playgrounds and equipment type?	<b><i>Executive Leader Community Assets and Design</i></b> <i>Unsure of Park's processes but assume it would the same in the parks and playgrounds space.</i>
<b>Councillor S Cai</b>	How much influence will Council have in the process? Will we still get to have a say?	<b><i>Executive Leader Community Assets and Design</i></b> <i>Yes, we still are in full control of the works and who we select to do it.</i>
<b>Councillor T G Walker</b>	Can you please explain the nature of the panel a bit more, will it be harder for new operators over experienced operators to successfully participate in the process?	<b><i>Team Leader Procurement</i></b> <i>Anyone is invited to participate in these panels. LGAT go to market and they are essentially pre-qualifying contractors to put them on this panel. In response to Councillor Cai's question, we will still issue the scope, methodology and have to evaluate the process and all responses like we normally would. Due diligence is still carried out through the entire process.</i>

<p><b>Councillor T G Walker</b></p>	<p>If work is to increase will LGAT have to increase the costs?</p>	<p><b>Executive Leader Community Assets and Design</b> <i>Successfully appointed contractors pay a small management fee if they secure work through the panel.</i></p>
<p><b>Councillor A J Britton</b></p>	<p>Will Council pick the person to do the works? Are we still across the tender and what is going on?</p>	<p><b>Team Leader Procurement</b> <i>The Council will still follow its usual procurement processes, including selecting at least three pre-qualified contractors from the LGAT panel and requiring them to submit tenders as they normally would. Council officers will continue to evaluate the tenders, keep full records, and award the contract. The only change is that council will not need to run a public tender process for civil works up to \$900,000 (ex GST) when using the LGAT panel.</i></p>
<p><b>Councillor A G Harris</b></p>	<p>Regarding the use of recycled material in civil construction. If we choose LGAT will it lock us out of these options or in fact open us up to contractors who may use these products, that are outside of our normal group of contractors?</p>	<p><b>Executive Leader Community Assets and Design</b> <i>We use recycled materials for Johnson's Road. I'm aware the project delivery team is certainly looking to recycle asphalt where we can. Other projects will look at using a mix of products. This won't impact our choices around types of materials. This is more about the cost threshold and not coming to closed tender. All our existing processes are still in place.</i></p>
<p><b>Councillor R A I Marsden</b></p>	<p>With regard to the small fee to be paid by the contractor, this fee cannot be charged to customers, do we have any way to police it?</p>	<p><b>Team Leader Procurement</b> <i>The fee for cost of work has not been considered. It is certainly something we can look into in the future.</i></p>
<p><b>Councillor R A I Marsden</b></p>	<p>What are the negatives that may be if we decide to go down the LGAT path?</p>	<p><b>Executive Leader Community Assets and Design</b> <i>They are covered off in the risk implications section of the report. A contractor could build cost fat into an element of its project depending on how detailed their quotation breakdown is. We have a good hand in the volume of work that Project Delivery do, if a cost seems off, we have that expertise. Another negative is the lack of uptake in a panel but that does not mean we have to use that panel. If our regular suppliers choose not</i></p>

		<p>to use LGAT we may decide not to put as much work through there. We retain the flexibility to use or not use LGAT. There is a policy risk in updating this change to reflect the Local Government (General) Regulations 2025 where the policy still refers to the old ones.</p>
<b>Councillor J J Pentridge</b>	<p>Can you explain why we will allow LGAT to come from a statewide rather than a community wide base?</p>	<p><b>Executive Leader Community Assets and Design</b>  <i>The statewide and community base are the same things. Anyone who runs a business in Tasmania can apply to be part of this panel and tender on the City of Launceston jobs.</i></p>
<b>Councillor J J Pentridge</b>	<p>In the past, Launceston based contractors were preferred. Will we lose this preference if we go to LGAT?</p>	<p><b>Executive Leader Community Assets and Design</b>  <i>I think value for money is important for our ratepayers. There may be suppliers better and cheaper from another part of the state. However, local suppliers may be more competitive they're not bringing supplies from north to south. There is a number of factors at play.</i></p> <p><b>Team Leader Procurement</b>  <i>If we have a panel to choose from that may have local and national suppliers. Thought must be given to local suppliers in our procurement process. Coming into a panel arrangement we can look closely to the suppliers that we actually reach out to.</i></p>
<b>Councillor J J Pentridge</b>	<p>If we don't use our own community then no one will be upskilled. Where will we find the tradesmen?</p>	<p><b>Executive Leader Community Assets and Design</b>  <i>If the imperative is to support local more closely. I think LGAT would actually support this better than the existing process. Council has never tried to influence or constrain this through the existing process.</i></p>
<b>Councillor T G Walker</b>	<p>Will we continue to make other considerations in the tender process including experience and local knowledge?</p>	<p><b>Executive Leader Community Assets and Design</b>  <i>Yes. We always look to do that. The LGAT procurement process does not separate our team members from engaging directly with these contractors. We still have that close connection.</i></p>

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<b>Councillor A J Britton</b>	Can you clarify LGAT allows council to go to this panel knowing all the necessary checks and accreditation's are in place allowing council to tender from there. Is that right?	<b><i>Executive Leader Community Assets and Design</i></b> Yes.
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**19. DELIVERY AND PERFORMANCE**

**19.1. Monthly Financial Performance Report - January 2026**

**FILE NO:** SF7694

**AUTHOR:** Pieta Sinfield (Team Leader Accounting)

**APPROVER:** Nathan Williams (Executive Leader Delivery and Performance)

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**DECISION STATEMENT:**

To consider the January 2026 Capital and Operational financial reports against budget.

**RELEVANT LEGISLATION:**

Local Government Act 1993 (Tas)

**RECOMMENDATION:**

That Council:

1. notes the Monthly Financial Performance Report outlining both Capital and Operational results to the period ending 31 January 2026.
- 

**A table of questions asked by Councillors during debate is included after the decision.**

**DECISION: 19 March 2026**

**MOTION**

**Moved Councillor T G Walker, seconded Councillor A G Harris.**

**That Council:**

1. notes the Monthly Financial Performance Report outlining both Capital and Operational results to the period ending 31 January 2026.

**CARRIED 9:0**

**FOR VOTE:** Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden  
**AGAINST VOTE:** Nil

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COUNCILLOR	QUESTION	RESPONSE
Councillor T G Walker	Can you outline the implications of the removal of the UTAS stadium from Council regarding such a significant amount in terms of ongoing depreciation?	<p><b><i>Executive Leader Delivery and Performance</i></b></p> <p><i>When the stadium transfer was made official in mid-July 2025 it was transferred for a nominal sum of \$1, impacting the \$62 million unfavourable variance loss on disposal of fixed assets.</i></p> <p><i>We did forecast operational savings in the tune of \$4 - 5 million, which does include depreciation. We did not budget for depreciation for the stadium this year, so that has not been factored in.</i></p> <p><i>To speak to the unfavourable variance around \$360,000. When we do budget for depreciation, we are making estimations on when various capital projects will be finished. Some finish ahead of schedule. We had a number of big projects finished recently such as the Albert Hall, for example, which when they come online, we do start depreciating them. There will always be some timing differences and as the price of everything increases so does the asset value and so does the depreciation cost.</i></p>

**19.2. 2025/2026 Budget - Budget Amendment**

**FILE NO:** SF7769/SF7514

**AUTHOR:** Pieta Sinfield (Team Leader Accounting)

**APPROVER:** Nathan Williams (Executive Leader Delivery and Performance)

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**DECISION STATEMENT:**

For Council to:

1. consider changes to the Council's 2025/2026 Statutory Estimates; and

*A decision for Recommendation 1. requires an absolute majority of Council in accordance with section 82(4) of the Local Government Act 1993 (Tas).*

2. consider adjustments made during 1 January 2026 to 31 January 2026 by the Chief Executive Officer to the 2025/2026 Budget.

**RELEVANT LEGISLATION:**

*Local Government Act 1993 (Tas)*

**RECOMMENDATION:**

That Council:

1. pursuant to section 82(4) of the *Local Government Act 1993 (Tas)* and by an absolute majority, approves the following changes to the 2025/2026 Statutory Estimates:
    - (a) Revenue
      - i. the net increase in revenue from external grants and contributions of \$12,761,600.
    - (b) Expenses
      - i. the net increase in operations expenditure of \$547,308.
    - (c) Capital Works Expenditure
      - i. the net increase in expenditure from external funds of \$12,761,600.
      - ii. the decrease in the Council's funded expenditure of \$496,907.
  2. notes that amendments from Recommendation 1. result in:
    - (a) the operating deficit being amended to \$1,448,196 (including capital grants of \$23,599,175) for 2025/2026.
    - (b) the capital budget being increased to \$54,113,613 for 2025/2026.
  3. pursuant to section 82(7) of the *Local Government Act 1993 (Tas)*, receives the Chief Executive Officer's report on adjustments to the 2025/2026 budget for the period 1 January 2026 to 31 January 2026.
-

**DECISION: 19 March 2026**

**MOTION**

**Moved Councillor A G Harris, seconded Councillor A J Britton.**

**That Council:**

- 1. pursuant to section 82(4) of the *Local Government Act 1993 (Tas)* and by an absolute majority, approves the following changes to the 2025/2026 Statutory Estimates:
  - (a) Revenue**
    - i. the net increase in revenue from external grants and contributions of \$12,761,600.**
  - (b) Expenses**
    - i. the net increase in operations expenditure of \$547,308.**
  - (c) Capital Works Expenditure**
    - i. the net increase in expenditure from external funds of \$12,761,600.**
    - ii. the decrease in the Council's funded expenditure of \$496,907.****
- 2. notes that amendments from Recommendation 1. result in:
  - (a) the operating deficit being amended to \$1,448,196 (including capital grants of \$23,599,175) for 2025/2026.**
  - (b) the capital budget being increased to \$54,113,613 for 2025/2026.****
- 3. pursuant to section 82(7) of the *Local Government Act 1993 (Tas)*, receives the Chief Executive Officer's report on adjustments to the 2025/2026 budget for the period 1 January 2026 to 31 January 2026.**

**CARRIED BY ABSOLUTE MAJORITY 9:0**

**FOR VOTE: Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden**  
**AGAINST VOTE: Nil**

COUNCILLOR	QUESTION	RESPONSE
<p><b>Councillor A G Harris</b></p>	<p>I would like to ask the staff if there is anything they would like to make comment on that might be noteworthy as being something unusual or is it business as usual?</p>	<p><b><i>Executive Leader Delivery and Performance</i></b>  <i>This is business as usual. As we get further into the financial year, you will often see projects we thought were going to be operational, they turn into capital projects and vice versa. As needs arise during the year we do transfer budgets around as you have identified. Probably one I will draw attention to, and it has been well discussed publicly beforehand is the allocation of some additional funding for the Sister City visit. That has obviously been discussed publicly before so that is just the official transference of that budget further.</i></p>
<p><b>Councillor T G Walker</b></p>	<p>I note the budget increase in the City Park playground equipment of \$388,000. Is that something that was expected? Under what circumstances has the current approved amount been increased?</p>	<p><b><i>Executive Leader Delivery and Performance</i></b>  <i>I believe that is due to a scoping change not an escalation of costs in the project. It is a reallocation from another capital project. We are not adding anything to the bottom line. We are simply applying some efficiencies from another capital project to the change in scope.</i></p>

**19.3. GST Distribution Reform**

**FILE NO:** SF2417

**AUTHOR:** Nathan Williams (Executive Leader Delivery and Performance)

**APPROVER:** Nathan Williams (Executive Leader Delivery and Performance)

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**DECISION STATEMENT:**

To consider the submission supporting the Tasmanian Government's position regarding GST revenue arrangements.

**RELEVANT LEGISLATION:**

*Local Government Act 1993 (Tas)*

**RECOMMENDATION:**

That Council:

1. notes the correspondence from the Hon Eric Abetz MP and the request to provide a submission to the Productivity Commission;
  2. approves the submission to the Productivity Commission as outlined in the report; and
  3. authorise the Executive Leader Delivery and Performance to finalise and submit the submission, including any minor administrative amendments.
- 

**A table of questions asked by Councillors during debate is included after the decision.**

**DECISION: 19 March 2026**

**MOTION**

Moved Councillor A G Harris, seconded Councillor A J Britton.

That Council:

1. notes the correspondence from the Hon Eric Abetz MP and the request to provide a submission to the Productivity Commission;
2. approves the submission to the Productivity Commission as outlined in the report; and
3. authorise the Executive Leader Delivery and Performance to finalise and submit the submission, including any minor administrative amendments.

**CARRIED 9:0**

**FOR VOTE:** Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden  
**AGAINST VOTE:** Nil

<b>COUNCILLOR</b>	<b>QUESTION</b>	<b>RESPONSE</b>
<b>Councillor T G Walker</b>	Can we get clarity on whether we have made a submission to the Productivity Commission?	<b><i>Executive Leader Delivery and Performance</i></b> <i>I can confirm no submission has been made and I have reached out to the Productivity Commission to make sure that we can still make a submission. They are comfortable that it has been tabled today, and the submission will be submitted assuming it is approved tomorrow.</i>

## 20. STRATEGY AND INNOVATION

### 20.1. Lease and Licence Policy

**FILE NO:** SF2967

**AUTHOR:** Sharin Imlach (Lease Officer)

**APPROVER:** Jane Lewis (Executive Leader Strategy and Innovation)

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#### **DECISION STATEMENT:**

To consider the adoption of the revised Lease and Licence Policy (19-Plx-002).

#### **RELEVANT LEGISLATION:**

*Competition and Consumer Act 2010 (Cth)*

*Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998(Tas)*

*Local Government Act 1993 (Tas)*

*Local Government (Building & Miscellaneous Provisions) Act 1993 (Tas)*

*Residential Tenancy Act 1997 (Tas)*

#### **PREVIOUS COUNCIL CONSIDERATION:**

Council – 10 March 2022 - 19.1 – Lease and Licence Policy

Council - 19 February 2026 – 20.4 - Lease and Licence Policy

Workshop – 26 February 2026 – 1.7 - Lease and Licence Policy

#### **RECOMMENDATION:**

That Council:

1. adopts the Lease and Licence Policy (19-Plx-002) as set out below:

### **Lease and Licence Policy**

#### **PURPOSE**

To provide a consistent and equitable framework for the leasing and licencing of land and buildings ("facilities") owned and managed by City of Launceston ("Council").

#### **SCOPE**

This policy applies to:

- All Council officers involved in the negotiation and preparation of leases and licences relating to Council owned facilities.
  - All customers who intend to lease or licence Council owned facilities on more than an informal, occasional basis. Customers will be provided with a copy of this policy prior to signing their lease or licence.
-

This policy does not apply to:

- Hire of Council owned facilities that are routinely booked or hired for occasional uses with a standard City of Launceston venue hire agreement or booking arrangements;
- Occasional general community uses (for example, informal uses of open spaces, or non-exclusive gatherings).
- Encroachments onto Council land (refer to the Private Use of Council Land Policy 23-PI-003).

The information contained in this policy is not advice and should not replace seeking legal advice on proposed Council agreements.

## ***POLICY***

### **Policy Objectives**

- To optimise the use of Council facilities to the mutual benefit of the community and Council.
- To achieve fair and equitable access to facilities.
- To achieve a transparent system.
- For community leases to achieve a cost management model whereby the cost of operation of the asset for community groups is not prohibitive nor an unreasonable financial cost to Council.
- For commercial and residential leases to ensure that Council operates in accordance with contemporary practices.

### **Optimising the Benefits to be Obtained from Council Land Facilities**

The Council will ensure suitable usage arrangements are in place for its land and facilities. Use of Council facilities will support community needs in a manner that is consistent with Council's strategic plans and values.

To support sustainable and equitable community access, Council will consider the following:

- Cost recovery: Requiring lessees and licensees to cover expenses arising from their use of facilities, except where exemptions are specifically granted.
- Multi-use promotion: Encouraging shared or multi-purpose use of facilities where appropriate.
- Alternative options: Offering access to more cost-effective or fit-for-purpose facilities where available.
- Asset rationalisation: Disposing of facilities that no longer meet contemporary standards or community needs.

### **A Transparent System**

The Council must use and be able to demonstrate its ability to meet the objective criteria and equitable processes set out in Table 1 of this policy.

Consideration will be given to the special circumstances of individual user groups as part of the process.

Standardised lease and licence agreement templates will be used wherever possible.

Lessees and licensees will be provided with a clear summary of the value of any support or concessions granted by Council. This information will be reported publicly.

### **Fair and Equitable Access**

The Council will provide fair and equitable access to its facilities for all users.

### **Capital Contributions and Landowner Consent**

All proposed capital contributions or improvements to Council assets of any kind must be approved in writing by Council before applying for any statutory requirements and prior to any works being undertaken. Any agreements will be specified in the lease or associated documentation.

Council retains ownership of fixed improvements on its land, unless the contrary is approved by Council, in which case this will also be specified in the lease.

When assessing users' capital contributions and improvements, Council will give consideration to the asset management (including ongoing maintenance requirements), the strategic direction and use of the asset, Council's resources, alignment to Council's strategic plans and values.

### **Legislative Compliance**

Council officers must comply with relevant laws relating to disposals of land. These obligations are mainly set out in Part 12 of the *Local Government Act 1993* (Tas).

Section 178 and 179 of the *Local Government Act 1993* (Tas) apply to the leasing of Public Land.

Council must comply with the *Local Government (Building & Miscellaneous Provisions) Act 1993* (Tas) relating to subdivisions when considering offers of lease terms of more than 10 years.

Any property being used as retail shop premises (such as cafes) must be dealt with in a manner that complies with the *Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998* (Tas).

Council must comply with the *Residential Tenancy Act 1997* (Tas) for residential properties.

### **Breach of Terms**

Any breach of terms will be managed in accordance with the specific conditions outlined in the relevant lease or licence agreement.

When assessing non-compliance, the individual circumstances of the user will be taken into consideration.

If the breach is not adequately resolved, then enforcement may commence, which may result in a termination, unless other arrangements have been agreed in writing.

### **Financial Resource Checks**

Council reserves the right to request financial statements for any person or organisation entering into an agreement. The cost of this information will be the responsibility of the lessee.

### **Licence**

Where use or occupation of Council owned or controlled property requires a licence and not a lease, applicable terms, fees and charges will be determined by the Chief Executive Officer (CEO).

### **Land Only Lease**

In circumstances where an existing or incoming lessee owns a building or structure on the relevant land, the lessee will be responsible for all building maintenance and outgoing rates and charges. In all cases Council will remain the owner and manager of the land.

A new lease will empower the Council to direct the lessee to remove all structures owned by the lessee or elect to retain, with ownership converting to Council.

### **Grants and Funding**

The Lessee must obtain prior written consent from Council before applying for any grant or funding that would result in alterations, additions, or improvements to the leased or licensed premises.

### **Emergency Use**

Council may determine that a premises is suitable for the use of an emergency evacuation centre; if this is the case it will be agreed and set out in the lease or licence.

### **Public Land**

As defined in section 177A of the *Local Government Act 1993* (Tas)

### ***PRINCIPLES***

The principles underpinning this policy are transparency, equity and public access.

All of Council's Organisational Values apply to this policy.

### ***RELATED POLICIES & PROCEDURES***

19-PI-001 Legal Services Policy  
24-PI-003 Council Property Management Policy  
24-PI-002 Disposal or Alienation of Council Assets Policy  
17-Rf-007 Legal Index Document Information Sheet

### ***RELATED LEGISLATION***

*Competition and Consumer Act 2010* (Cth)  
*Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998*  
*Local Government Act 1993* (Tas)  
*Local Government (Building & Miscellaneous Provisions) Act 1993* (Tas)  
*Residential Tenancy Act 1997* (Tas)

## **DEFINITIONS**

**Commercial** means any person, partnership, trust, company or other entity intending to provide goods and/or services for a financial reward, and for the purposes of rental rebate assessment, an entity that cannot clearly fit into any other rental rebate assessment category.

**Community user** means an incorporated or unincorporated association of members that has objects and activities of a social or recreational nature and openly offers membership to any member of the community reasonably able to participate in that activity.

**Lease** means a formal agreement by which the lessor grants to the lessee exclusive possession of a property for an agreed period in exchange for rent or fee.

**Licence** means a formal agreement for non-exclusive, intermittent or shared use of a Council owned or managed property.

**Market Rent** means an amount determined by an independent valuation.

**Property Manager** means a licenced Property representative employed by a real estate company.

**Public Land** has the same meaning as defined in section 177A of the *Local Government Act 1993* (Tas).

**Service Provider** means an individual, company, or organisation that delivers services and occupies premises under a formal agreement.

**User** means lessee, licensee or service provider.

## **REFERENCES**

N/A

## **REVIEW**

This policy will be reviewed no more than 2 years after the date of approval or more frequently, if dictated by operational demands and with Council's approval.

Table 1: Summary

Commercial and Government Users	
Definition	<p><b>Commercial</b> A registered business, company, sole trader, partnership, joint venture, or trust that operates with the primary intention of generating a profit, whether through the sale of goods, services, or other commercial activities.</p> <p><b>Government</b> A local, state, or federal government agency, body, or organisation using Council facilities for the delivery of government services, programs, or operations, whether or not they operate on a cost-recovery basis.</p>
Term	<p>10 years Where a lessee makes a significant financial investment into Council-owned property (for example, through capital improvements or major upgrades), Council may consider the market requirements with the unique characteristics of the community asset by offering a lease term greater than the standard maximum of 10 years but not exceeding 20 years total.</p>
Rent	<p>Rent will be based on the market rate, determined by an independent valuation of the facility, conducted within the preceding 12 months by a certified valuer.</p> <p>Rent will be subject to a rent review annually in accordance with the Consumer Price Index (CPI) for Hobart.</p>
New Lease	<p>A review of an existing lease will be undertaken within twelve (12) months of the expiry date, inclusive of any option periods, with the review being presented to Councillors.</p> <p>The review will determinate if:</p> <ul style="list-style-type: none"> <li>• A new lease agreement is entered into; or</li> <li>• A public Expression of Interest (EOI) process is conducted.</li> </ul>
Outgoings	<p>The Lessee will be responsible for all costs associated with their occupation of the premises, including statutory obligations, rates, and charges.</p>
Insurance	<p><b>Building Insurance</b> Council will take out a policy for buildings with an excess of \$50,000. Except where the lessee agrees to pay the excess in full, Council will not be obliged to claim under its insurance policies.</p>

	<p>The Council will consider reducing the excess in exceptional circumstances.</p> <p>The lessee will be invoiced for the yearly policy fee separately.</p> <p>If ownership of capital improvements sits with the user, building insurance is the responsibility of the user. Council will not insure capital improvements if it is not the owner of the capital improvements unless otherwise agreed and set out in the lease.</p> <p><b>Contents and Specialised Insurance</b> The Lessee will be responsible for any other specialised policies for their business or sporting activities, such as professional indemnity, contents insurance, personal injury cover, additional plate glass and business interruption insurance.</p> <p><b>Public Liability Insurance</b> The Lessee must insure themselves against personal injury claims at a level suited to their likely risk of exposure and in all cases at least \$20 million in minimum cover.</p> <p>A copy of all certificates of currency must be provided each year or upon request.</p>
Maintenance	<p>The Lessee is responsible for all day-to-day cleaning and maintenance, as well as any additional obligations outlined in the lease agreement.</p> <p>Council is responsible for all structural maintenance, unless the building is owned by the Lessee, in which case the Lessee assumes full responsibility for all maintenance and structural upkeep.</p>

<b>Community User Group A</b>	
Definition	<p>Groups that are volunteer-operated and exist solely for benevolent, charitable, educational, recreational, or cultural purposes. They do not engage in profit-making activities beyond fundraising to support their operations.</p> <p><b>Examples:</b></p> <ul style="list-style-type: none"> <li>• Neighborhood associations</li> <li>• Charitable organisations</li> <li>• Volunteer-run sporting clubs with minimal revenue streams.</li> </ul> <p><b>Characteristics:</b></p> <ul style="list-style-type: none"> <li>• No paid staff (except for grant-funded short-term projects)</li> </ul>

	<ul style="list-style-type: none"> <li>• All income is reinvested into the organisation</li> <li>• Membership is open to all eligible community members</li> </ul>
Term	5 years
Rent	A yearly fee of 182 fee units as set pursuant to the <i>Fee Units Act 1997 (Tas)</i> (equating to \$347.62 as of 1 July 2025). Adjusted annually based on the Consumer Price Index (CPI) for Hobart.
New Lease	Ordinarily Council will offer to renew a lease if there have been no breaches of the existing lease. Council is not obligated to do so and can choose to deal with the property at their discretion.
Outgoings	<p>The Lessee will be responsible for all costs associated with their occupation of the premises, including statutory obligations that are outlined in the lease.</p> <p>Where a property is not individually metered for water or electricity, an average usage fee will be applied. Fees will be based on the usage of comparable properties owned by the City of Launceston.</p>
Maintenance	<p>The Lessee is responsible for all day-to-day cleaning and maintenance, as well as any additional obligations outlined in the lease agreement.</p> <p>Council is responsible for all structural maintenance, unless the building is owned by the Lessee, in which case the Lessee assumes full responsibility for all maintenance and structural upkeep.</p>
Insurance	<p><b>Building Insurance</b></p> <p>Council will take out a policy for buildings with an excess of \$50,000. Except where the lessee agrees to pay the excess in full, Council will not be obliged to claim under its insurance policies.</p> <p>The Council will consider reducing the excess in exceptional circumstances.</p> <p>If ownership of capital improvements sits with the user, building insurance is the responsibility of the user. Council will not insure capital improvements if it is not the owner of the capital improvements unless otherwise agreed and set out in the lease.</p> <p><b>Contents and specialised Insurance</b></p> <p>The Lessee will be responsible for any other specialised policies for their organisation or sporting activities, such as professional indemnity, contents insurance, personal injury cover, additional plate glass and business interruption insurance.</p>

	<p><b>Public Liability Insurance</b></p> <p>The Lessee must insure themselves against personal injury claims at a level suited to their likely risk of exposure and in all cases at least \$20 million in minimum cover.</p> <p>A copy of all certificates of currency must be provided each year or upon request.</p>
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<b>Community User Group B</b>	
Definition	<p>Community-based organisations that operate in a way that generate regular income through room hire, bar sales, event ticketing, or similar activities.</p> <p><b>Examples:</b></p> <ul style="list-style-type: none"> <li>• Sporting clubs with licensed bars.</li> <li>• Clubs that generate regular hire fees.</li> <li>• Social enterprises with a community focus.</li> </ul> <p><b>Characteristics:</b></p> <ul style="list-style-type: none"> <li>• May have paid staff or contractors.</li> <li>• Generate income through trading or commercial activities.</li> <li>• Profits are reinvested into the club operations or community initiatives.</li> </ul>
Term	5 years
Rent	<p>A yearly fee of 2300 fee units as set pursuant to the <i>Fee Units Act 1997</i> (Tas) (equating to \$4,393 as of 1 July 2025). Adjusted annually based on the Consumer Price Index (CPI) for Hobart.</p>
New Lease	<p>Ordinarily Council will offer to renew a lease if there have been no breaches of the existing lease. Council is not obligated to do so and can choose to deal with the property at their discretion.</p>
Outgoings	<p>The Lessee will be responsible for all costs associated with their occupation of the premises, including statutory obligations that are outlined in the lease.</p> <p>Where a property is not individually metered for water or electricity, an average usage fee will be applied. Fees will be based on the usage of comparable properties owned by the City of Launceston.</p>
Maintenance	<p>The Lessee is responsible for all day-to-day cleaning and maintenance, as well as any additional obligations outlined in the lease agreement.</p> <p>Council is responsible for all structural maintenance, unless the building is owned by the Lessee, in which case the Lessee</p>

	assumes full responsibility for all maintenance and structural upkeep.
Insurance	<p><b>Building Insurance</b> Council will take out a policy for buildings with an excess of \$50,000. Except where the lessee agrees to pay the excess in full, Council will not be obliged to claim under its insurance policies.</p> <p>The Council will consider reducing the excess in exceptional circumstances.</p> <p>If ownership of capital improvements sits with the user, building insurance is the responsibility of the user. Council will not insure capital improvements if it is not the owner of the capital improvements unless otherwise agreed and set out in the lease.</p> <p><b>Contents and specialised Insurance</b> The Lessee will be responsible for any other specialised policies for their business or sporting activities, such as professional indemnity, contents insurance, personal injury cover, additional plate glass and business interruption insurance.</p> <p><b>Public Liability Insurance</b> The Lessee must insure themselves against personal injury claims at a level suited to their likely risk of exposure and in all cases at least \$20 million in minimum cover.</p> <p>A copy of all certificates of currency must be provided each year or upon request.</p>

Residential User	
Definition	An individual (or individuals) using a property for domestic living purposes.
Term	No longer than 2 years under one agreement, which can be extended if both parties agree.
Rent	<p>Rent for residential property will be at a market rate based on an independent valuation from a licensed real estate agency or valuer.</p> <p>Rent will be adjusted in accordance with the terms set out in the <i>Residential Tenancy Act 1997</i>.</p>
Bond	Lodge a nominated bond with the Rental Deposit Authority in accordance with the requirements of <i>the Residential Tenancy Act 1997</i> regulations.

New Lease	The property may be advertised by a real estate agency until a suitable tenant is secured.  Ordinarily Council will offer to renew a lease if there have been no breaches of the existing lease. Council is not obligated to do so and can choose to deal with the property at their discretion.
Management	Council can choose to engage in the services of a licensed real estate agency to act as a property manager.
Outgoings	The Lessee will pay variable water charges, electricity and telecommunications.
Maintenance	The Lessee will be responsible for day-to-day cleaning and any other requirements that are set out in a residential tenancy lease and are in accordance with the <i>Residential Tenancy Act 1997</i> .(Tas)  Council will be responsible for structural maintenance.
Insurance	Council will take out a policy for buildings. Contents insurance is recommended but not enforced.

Service Provider	
Definition	An individual, company, or organisation that delivers services on behalf of Council and occupies a premises under a formal agreement.
Term	5 years Where a lessee makes a significant financial investment into Council-owned property (for example, through capital improvements or major upgrades), Council may consider offering a lease term greater than the standard maximum of 5 years but not exceeding 10 years.
Rent	To be determined by the Council or the Chief Executive Officer (CEO (or as the case may be) based on the activities and use.
Service Fee	To be determined by the Council or the Chief Executive Officer (CEO (or as the case may be) based on the activities and use.
Outgoings	The Lessee will be responsible for all costs associated with their occupation of the premises, including statutory obligations that are outlined in the lease unless agreed otherwise by both parties.
Maintenance	The Lessee is responsible for all day-to-day cleaning and maintenance, as well as any additional obligations outlined in the lease agreement.

	<p>Council is responsible for all structural maintenance, unless the building is owned by the Lessee, in which case the Lessee assumes full responsibility for all maintenance and structural upkeep.</p>
<p>New Lease / agreement</p>	<p>A review of an existing lease will be undertaken within twelve (12) months of the expiry date, inclusive of any option periods, with the review being presented to Council.</p> <p>The review will determinate if:</p> <ul style="list-style-type: none"> <li>• A new lease agreement is entered into; or</li> <li>• A public Expression of Interest (EOI) process is conducted.</li> </ul>
<p>Insurance</p>	<p><b>Building Insurance</b> Council will take out a policy for buildings with an excess of \$50,000, payable by the lessee if a claim is made. The lessee will be invoiced for the yearly policy fee separately.</p> <p>If ownership of capital improvements sits with the user, building insurance is the responsibility of the user. Council will not insure capital improvements if it is not the owner of the capital improvements unless otherwise agreed and set out in the lease.</p> <p><b>Contents and specialised Insurance</b> Any user may take out other specialised policies for their business or sporting activities, such as professional indemnity, contents insurance, player injury cover, additional plate glass and business interruption insurance.</p> <p><b>Public Liability Insurance</b> The user must insure themselves against personal injury claims at a level suited to their likely risk of exposure and in all cases at least \$20 million in minimum cover.</p> <p>All users must supply a copy of all certificates of currency each year and as requested.</p>

**Sharin Imlach (Team Leader Property) was in attendance to answer questions in respect of this agenda item.**

**DECISION: 19 March 2026**

**MOTION**

Moved Councillor L M McMahon, seconded Councillor A G Harris.

That Council:

1. adopts the Lease and Licence Policy (19-Plx-002) as set out below:

**Lease and Licence Policy**

***PURPOSE***

To provide a consistent and equitable framework for the leasing and licencing of land and buildings ("facilities") owned and managed by City of Launceston ("Council").

***SCOPE***

This policy applies to:

- All Council officers involved in the negotiation and preparation of leases and licences relating to Council owned facilities.
- All customers who intend to lease or licence Council owned facilities on more than an informal, occasional basis. Customers will be provided with a copy of this policy prior to signing their lease or licence.

This policy does not apply to:

- Hire of Council owned facilities that are routinely booked or hired for occasional uses with a standard City of Launceston venue hire agreement or booking arrangements;
- Occasional general community uses (for example, informal uses of open spaces, or non-exclusive gatherings).
- Encroachments onto Council land (refer to the Private Use of Council Land Policy 23-PI-003).

The information contained in this policy is not advice and should not replace seeking legal advice on proposed Council agreements.

***POLICY***

**Policy Objectives**

- To optimise the use of Council facilities to the mutual benefit of the community and Council.
- To achieve fair and equitable access to facilities.
- To achieve a transparent system.
- For community leases to achieve a cost management model whereby the cost of operation of the asset for community groups is not prohibitive nor an unreasonable financial cost to Council.
- For commercial and residential leases to ensure that Council operates in accordance with contemporary practices.

### **Optimising the Benefits to be Obtained from Council Land Facilities**

The Council will ensure suitable usage arrangements are in place for its land and facilities. Use of Council facilities will support community needs in a manner that is consistent with Council's strategic plans and values.

To support sustainable and equitable community access, Council will consider the following:

- **Cost recovery:** Requiring lessees and licensees to cover expenses arising from their use of facilities, except where exemptions are specifically granted.
- **Multi-use promotion:** Encouraging shared or multi-purpose use of facilities where appropriate.
- **Alternative options:** Offering access to more cost-effective or fit-for-purpose facilities where available.
- **Asset rationalisation:** Disposing of facilities that no longer meet contemporary standards or community needs.

### **A Transparent System**

The Council must use and be able to demonstrate its ability to meet the objective criteria and equitable processes set out in Table 1 of this policy.

Consideration will be given to the special circumstances of individual user groups as part of the process.

Standardised lease and licence agreement templates will be used wherever possible.

Lessees and licensees will be provided with a clear summary of the value of any support or concessions granted by Council. This information will be reported publicly.

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The Council will provide fair and equitable access to its facilities for all users.

### **Capital Contributions and Landowner Consent**

All proposed capital contributions or improvements to Council assets of any kind must be approved in writing by Council before applying for any statutory requirements and prior to any works being undertaken. Any agreements will be specified in the lease or associated documentation.

Council retains ownership of fixed improvements on its land, unless the contrary is approved by Council, in which case this will also be specified in the lease.

When assessing users' capital contributions and improvements, Council will give consideration to the asset management (including ongoing maintenance requirements), the strategic direction and use of the asset, Council's resources, alignment to Council's strategic plans and values.

### **Legislative Compliance**

Council officers must comply with relevant laws relating to disposals of land. These obligations are mainly set out in Part 12 of the *Local Government Act 1993 (Tas)*.

Section 178 and 179 of the *Local Government Act 1993 (Tas)* apply to the leasing of Public Land.

Council must comply with the *Local Government (Building & Miscellaneous Provisions) Act 1993 (Tas)* relating to subdivisions when considering offers of lease terms of more than 10 years.

Any property being used as retail shop premises (such as cafes) must be dealt with in a manner that complies with the *Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998 (Tas)*.

Council must comply with the *Residential Tenancy Act 1997 (Tas)* for residential properties.

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Any breach of terms will be managed in accordance with the specific conditions outlined in the relevant lease or licence agreement.

When assessing non-compliance, the individual circumstances of the user will be taken into consideration.

If the breach is not adequately resolved, then enforcement may commence, which may result in a termination, unless other arrangements have been agreed in writing.

### **Financial Resource Checks**

Council reserves the right to request financial statements for any person or organisation entering into an agreement. The cost of this information will be the responsibility of the lessee.

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Where use or occupation of Council owned or controlled property requires a licence and not a lease, applicable terms, fees and charges will be determined by the Chief Executive Officer (CEO).

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In circumstances where an existing or incoming lessee owns a building or structure on the relevant land, the lessee will be responsible for all building maintenance and outgoing rates and charges. In all cases Council will remain the owner and manager of the land.

A new lease will empower the Council to direct the lessee to remove all structures owned by the lessee or elect to retain, with ownership converting to Council.

### **Grants and Funding**

The Lessee must obtain prior written consent from Council before applying for any grant or funding that would result in alterations, additions, or improvements to the leased or licensed premises.

### **Emergency Use**

Council may determine that a premises is suitable for the use of an emergency evacuation centre; if this is the case it will be agreed and set out in the lease or licence.

### **Public Land**

As defined in section 177A of the *Local Government Act 1993 (Tas)*

### **PRINCIPLES**

The principles underpinning this policy are transparency, equity and public access.

All of Council's Organisational Values apply to this policy.

### **RELATED POLICIES & PROCEDURES**

19-PI-001 Legal Services Policy

24-PI-003 Council Property Management Policy

24-PI-002 Disposal or Alienation of Council Assets Policy

17-Rf-007 Legal Index Document Information Sheet

### **RELATED LEGISLATION**

*Competition and Consumer Act 2010 (Cth)*

*Fair Trading (Code of Practice for Retail Tenancies) Regulations 1998*

*Local Government Act 1993 (Tas)*

*Local Government (Building & Miscellaneous Provisions) Act 1993 (Tas)*

*Residential Tenancy Act 1997 (Tas)*

### **DEFINITIONS**

**Commercial** means any person, partnership, trust, company or other entity intending to provide goods and/or services for a financial reward, and for the purposes of rental rebate assessment, an entity that cannot clearly fit into any other rental rebate assessment category.

**Community user** means an incorporated or unincorporated association of members that has objects and activities of a social or recreational nature and openly offers membership to any member of the community reasonably able to participate in that activity.

**Lease** means a formal agreement by which the lessor grants to the lessee exclusive possession of a property for an agreed period in exchange for rent or fee.

**Licence** means a formal agreement for non-exclusive, intermittent or shared use of a Council owned or managed property.

**Market Rent** means an amount determined by an independent valuation.

**Property Manager** means a licenced Property representative employed by a real estate company.

**Public Land** has the same meaning as defined in section 177A of the *Local Government Act 1993* (Tas).

**Service Provider** means an individual, company, or organisation that delivers services and occupies premises under a formal agreement.

**User** means lessee, licensee or service provider.

### REFERENCES

N/A

### REVIEW

This policy will be reviewed no more than 2 years after the date of approval or more frequently, if dictated by operational demands and with Council's approval.

Table 1: Summary

Commercial and Government Users	
Definition	<p><b>Commercial</b> A registered business, company, sole trader, partnership, joint venture, or trust that operates with the primary intention of generating a profit, whether through the sale of goods, services, or other commercial activities.</p> <p><b>Government</b> A local, state, or federal government agency, body, or organisation using Council facilities for the delivery of government services, programs, or operations, whether or not they operate on a cost-recovery basis.</p>
Term	<p><b>10 years</b></p> <p>Where a lessee makes a significant financial investment into Council-owned property (for example, through capital improvements or major upgrades), Council may consider the market requirements with the unique characteristics of the community asset by offering a lease term greater than the standard maximum of 10 years but not exceeding 20 years total.</p>

<p><b>Rent</b></p>	<p>Rent will be based on the market rate, determined by an independent valuation of the facility, conducted within the preceding 12 months by a certified valuer.</p> <p>Rent will be subject to a rent review annually in accordance with the Consumer Price Index (CPI) for Hobart.</p>
<p><b>New Lease</b></p>	<p>A review of an existing lease will be undertaken within twelve (12) months of the expiry date, inclusive of any option periods, with the review being presented to Councillors.</p> <p>The review will determinate if:</p> <ul style="list-style-type: none"> <li>• A new lease agreement is entered into; or</li> <li>• A public Expression of Interest (EOI) process is conducted.</li> </ul>
<p><b>Outgoings</b></p>	<p>The Lessee will be responsible for all costs associated with their occupation of the premises, including statutory obligations, rates, and charges.</p>
<p><b>Insurance</b></p>	<p><b>Building Insurance</b> Council will take out a policy for buildings with an excess of \$50,000. Except where the lessee agrees to pay the excess in full, Council will not be obliged to claim under its insurance policies.</p> <p>The Council will consider reducing the excess in exceptional circumstances.</p> <p>The lessee will be invoiced for the yearly policy fee separately.</p> <p>If ownership of capital improvements sits with the user, building insurance is the responsibility of the user. Council will not insure capital improvements if it is not the owner of the capital improvements unless otherwise agreed and set out in the lease.</p> <p><b>Contents and Specialised Insurance</b> The Lessee will be responsible for any other specialised policies for their business or sporting activities, such as professional indemnity, contents insurance, personal injury cover, additional plate glass and business interruption insurance.</p> <p><b>Public Liability Insurance</b> The Lessee must insure themselves against personal injury claims at a level suited to their likely risk of</p>

	<p>exposure and in all cases at least \$20 million in minimum cover.</p> <p>A copy of all certificates of currency must be provided each year or upon request.</p>
<b>Maintenance</b>	<p>The Lessee is responsible for all day-to-day cleaning and maintenance, as well as any additional obligations outlined in the lease agreement.</p> <p>Council is responsible for all structural maintenance, unless the building is owned by the Lessee, in which case the Lessee assumes full responsibility for all maintenance and structural upkeep.</p>

<b>Community User Group A</b>	
<b>Definition</b>	<p>Groups that are volunteer-operated and exist solely for benevolent, charitable, educational, recreational, or cultural purposes. They do not engage in profit-making activities beyond fundraising to support their operations.</p> <p><b>Examples:</b></p> <ul style="list-style-type: none"> <li>• Neighborhood associations</li> <li>• Charitable organisations</li> <li>• Volunteer-run sporting clubs with minimal revenue streams.</li> </ul> <p><b>Characteristics:</b></p> <ul style="list-style-type: none"> <li>• No paid staff (except for grant-funded short-term projects)</li> <li>• All income is reinvested into the organisation</li> <li>• Membership is open to all eligible community members</li> </ul>
<b>Term</b>	5 years
<b>Rent</b>	A yearly fee of 182 fee units as set pursuant to the <i>Fee Units Act 1997 (Tas)</i> (equating to \$347.62 as of 1 July 2025). Adjusted annually based on the Consumer Price Index (CPI) for Hobart.
<b>New Lease</b>	Ordinarily Council will offer to renew a lease if there have been no breaches of the existing lease. Council is not obligated to do so and can choose to deal with the property at their discretion.
<b>Outgoings</b>	The Lessee will be responsible for all costs associated with their occupation of the premises, including statutory obligations that are outlined in the lease.

	<p>Where a property is not individually metered for water or electricity, an average usage fee will be applied. Fees will be based on the usage of comparable properties owned by the City of Launceston.</p>
<b>Maintenance</b>	<p>The Lessee is responsible for all day-to-day cleaning and maintenance, as well as any additional obligations outlined in the lease agreement.</p> <p>Council is responsible for all structural maintenance, unless the building is owned by the Lessee, in which case the Lessee assumes full responsibility for all maintenance and structural upkeep.</p>
<b>Insurance</b>	<p><b>Building Insurance</b> Council will take out a policy for buildings with an excess of \$50,000. Except where the lessee agrees to pay the excess in full, Council will not be obliged to claim under its insurance policies.</p> <p>The Council will consider reducing the excess in exceptional circumstances.</p> <p>If ownership of capital improvements sits with the user, building insurance is the responsibility of the user. Council will not insure capital improvements if it is not the owner of the capital improvements unless otherwise agreed and set out in the lease.</p> <p><b>Contents and specialised Insurance</b> The Lessee will be responsible for any other specialised policies for their organisation or sporting activities, such as professional indemnity, contents insurance, personal injury cover, additional plate glass and business interruption insurance.</p> <p><b>Public Liability Insurance</b> The Lessee must insure themselves against personal injury claims at a level suited to their likely risk of exposure and in all cases at least \$20 million in minimum cover.</p> <p>A copy of all certificates of currency must be provided each year or upon request.</p>

<b>Community User Group B</b>	
<b>Definition</b>	<p>Community-based organisations that operate in a way that generate regular income through room hire, bar sales, event ticketing, or similar activities.</p> <p><b>Examples:</b></p> <ul style="list-style-type: none"> <li>• Sporting clubs with licensed bars.</li> <li>• Clubs that generate regular hire fees.</li> <li>• Social enterprises with a community focus.</li> </ul> <p><b>Characteristics:</b></p> <ul style="list-style-type: none"> <li>• May have paid staff or contractors.</li> <li>• Generate income through trading or commercial activities.</li> <li>• Profits are reinvested into the club operations or community initiatives.</li> </ul>
<b>Term</b>	5 years
<b>Rent</b>	A yearly fee of 2300 fee units as set pursuant to the <i>Fee Units Act 1997 (Tas)</i> (equating to \$4,393 as of 1 July 2025). Adjusted annually based on the Consumer Price Index (CPI) for Hobart.
<b>New Lease</b>	Ordinarily Council will offer to renew a lease if there have been no breaches of the existing lease. Council is not obligated to do so and can choose to deal with the property at their discretion.
<b>Outgoings</b>	<p>The Lessee will be responsible for all costs associated with their occupation of the premises, including statutory obligations that are outlined in the lease.</p> <p>Where a property is not individually metered for water or electricity, an average usage fee will be applied. Fees will be based on the usage of comparable properties owned by the City of Launceston.</p>
<b>Maintenance</b>	<p>The Lessee is responsible for all day-to-day cleaning and maintenance, as well as any additional obligations outlined in the lease agreement.</p> <p>Council is responsible for all structural maintenance, unless the building is owned by the Lessee, in which case the Lessee assumes full responsibility for all maintenance and structural upkeep.</p>
<b>Insurance</b>	<p><b>Building Insurance</b></p> <p>Council will take out a policy for buildings with an excess of \$50,000. Except where the lessee agrees to pay the excess in full, Council will not be obliged to claim under its insurance policies.</p>

	<p>The Council will consider reducing the excess in exceptional circumstances.</p> <p>If ownership of capital improvements sits with the user, building insurance is the responsibility of the user. Council will not insure capital improvements if it is not the owner of the capital improvements unless otherwise agreed and set out in the lease.</p> <p><b>Contents and specialised Insurance</b> The Lessee will be responsible for any other specialised policies for their business or sporting activities, such as professional indemnity, contents insurance, personal injury cover, additional plate glass and business interruption insurance.</p> <p><b>Public Liability Insurance</b> The Lessee must insure themselves against personal injury claims at a level suited to their likely risk of exposure and in all cases at least \$20 million in minimum cover.</p> <p>A copy of all certificates of currency must be provided each year or upon request.</p>
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<b>Residential User</b>	
<b>Definition</b>	An individual (or individuals) using a property for domestic living purposes.
<b>Term</b>	No longer than 2 years under one agreement, which can be extended if both parties agree.
<b>Rent</b>	<p>Rent for residential property will be at a market rate based on an independent valuation from a licensed real estate agency or valuer.</p> <p>Rent will be adjusted in accordance with the terms set out in the <i>Residential Tenancy Act 1997</i>.</p>
<b>Bond</b>	Lodge a nominated bond with the Rental Deposit Authority in accordance with the requirements of <i>the Residential Tenancy Act 1997</i> regulations.
<b>New Lease</b>	<p>The property may be advertised by a real estate agency until a suitable tenant is secured.</p> <p>Ordinarily Council will offer to renew a lease if there have been no breaches of the existing lease. Council is not obligated to do so and can choose to deal with the property at their discretion.</p>

<b>Management</b>	Council can choose to engage in the services of a licensed real estate agency to act as a property manager.
<b>Outgoings</b>	The Lessee will pay variable water charges, electricity and telecommunications.
<b>Maintenance</b>	The Lessee will be responsible for day-to-day cleaning and any other requirements that are set out in a residential tenancy lease and are in accordance with the <i>Residential Tenancy Act 1997.(Tas)</i>  Council will be responsible for structural maintenance.
<b>Insurance</b>	Council will take out a policy for buildings. Contents insurance is recommended but not enforced.

<b>Service Provider</b>	
<b>Definition</b>	An individual, company, or organisation that delivers services on behalf of Council and occupies a premises under a formal agreement.
<b>Term</b>	<b>5 years</b> Where a lessee makes a significant financial investment into Council-owned property (for example, through capital improvements or major upgrades), Council may consider offering a lease term greater than the standard maximum of 5 years but not exceeding 10 years.
<b>Rent</b>	To be determined by the Council or the Chief Executive Officer (CEO (or as the case may be) based on the activities and use.
<b>Service Fee</b>	To be determined by the Council or the Chief Executive Officer (CEO (or as the case may be) based on the activities and use.
<b>Outgoings</b>	The Lessee will be responsible for all costs associated with their occupation of the premises, including statutory obligations that are outlined in the lease unless agreed otherwise by both parties.
<b>Maintenance</b>	The Lessee is responsible for all day-to-day cleaning and maintenance, as well as any additional obligations outlined in the lease agreement.  Council is responsible for all structural maintenance, unless the building is owned by the Lessee, in which case the Lessee assumes full responsibility for all maintenance and structural upkeep.

<p><b>New Lease / agreement</b></p>	<p>A review of an existing lease will be undertaken within twelve (12) months of the expiry date, inclusive of any option periods, with the review being presented to Council. The review will determinate if:</p> <ul style="list-style-type: none"> <li>• A new lease agreement is entered into; or</li> <li>• A public Expression of Interest (EOI) process is conducted.</li> </ul>
<p><b>Insurance</b></p>	<p><b>Building Insurance</b> Council will take out a policy for buildings with an excess of \$50,000, payable by the lessee if a claim is made. The lessee will be invoiced for the yearly policy fee separately.</p> <p>If ownership of capital improvements sits with the user, building insurance is the responsibility of the user. Council will not insure capital improvements if it is not the owner of the capital improvements unless otherwise agreed and set out in the lease.</p> <p><b>Contents and specialised Insurance</b> Any user may take out other specialised policies for their business or sporting activities, such as professional indemnity, contents insurance, player injury cover, additional plate glass and business interruption insurance.</p> <p><b>Public Liability Insurance</b> The user must insure themselves against personal injury claims at a level suited to their likely risk of exposure and in all cases at least \$20 million in minimum cover.</p> <p>All users must supply a copy of all certificates of currency each year and as requested.</p>

**CARRIED 9:0**

**FOR VOTE: Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden**  
**AGAINST VOTE: Nil**

## 20.2. Northern Tasmania Development Corporation (NTDC) Membership

**FILE NO:** SF2367

**AUTHOR:** Sarah McRobbie (Senior Leader Innovation and Performance)

**APPROVER:** Jane Lewis (Executive Leader Strategy and Innovation)

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### **DECISION STATEMENT:**

For Council to determine its continued participation as a member of the Northern Tasmanian Development Corporation (NTDC).

### **RELEVANT LEGISLATION:**

Local Government Act 1993 (Tas).

### **PREVIOUS COUNCIL CONSIDERATION:**

Workshop – 12 February 2026 – Northern Tasmania Development Corporation (NTDC):  
Proposed Members Agreement 2026-2029

Workshop – 29 January 2026 - Northern Tasmania Development Corporation (NTDC)  
Membership

Council Meeting - 23 March 2023 – Agenda Item 19.2 - Northern Tasmania Development Corporation

### **RECOMMENDATION:**

That Council:

1. requires the Chief Executive Officer (CEO) to request the Board of the Northern Tasmania Development Corporation (NTDC) to conduct a comprehensive review of the strategic purposes and operations of the NTDC under clause 14 of the Members Agreement 2023-2026 (Review), and oversee the Council's involvement in the Review;
  2. authorises the CEO to negotiate and reach an in-principle Member Agreement for a period of 12 months from 1 July 2026; and
  3. following the conclusion of the Review, requires a further report be brought to Council for a decision on Council's longer-term position regarding membership of NTDC.
- 

**Sarah McRobbie (Senior Leader Prosperity and Innovation) was in attendance to answer questions in respect of this item.**

**Allison Anderson spoke against the Recommendation**

**Royce Aldred (Vice President, Launceston Chamber of Commerce) spoke against the Recommendation**

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**DECISION: 19 March 2026**

**MOTION**

**Moved Councillor A G Harris, seconded Councillor A J Britton.**

**That Council:**

- 1. requires the Chief Executive Officer (CEO) to request the Board of the Northern Tasmania Development Corporation (NTDC) to conduct a comprehensive review of the strategic purposes and operations of the NTDC under clause 14 of the Members Agreement 2023-2026 (Review), and oversee the Council's involvement in the Review.**
- 2. authorises the CEO to enter into the Northern Tasmanian Development Corporation Members Agreement 2026-2029 with effect from 1 July 2026 to 30 June 2029, for a three-year term at a cost of \$239,883+GST for year 1 and estimated \$719,649+GST for the three-year term, subject to population and CPI related increases, with the remaining terms of the agreement to be in accordance with the confidential draft version circulated by email to Councillors on 11 March 2026.**

**CARRIED 8:1**

**FOR VOTE: Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden**  
**AGAINST VOTE: Councillor L M McMahon**

**Council adjourned for a break at 2:57pm**  
**Council resumed the meeting at 3:04pm**

### 20.3. Trevallyn Park Cottage

**FILE NO:** SF2967

**AUTHOR:** Alison Flood (Executive Assistant - Community Assets and Design)

**APPROVER:** Jane Lewis (Executive Leader Strategy and Innovation)

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#### **DECISION STATEMENT:**

To note the intent to demolish a building and repurpose the land, which is subject to an existing lease.

#### **RELEVANT LEGISLATION:**

*Residential Tenancy Act 1997*  
*Local Government Act 1993*

#### **PREVIOUS COUNCIL CONSIDERATION:**

Council – 19 March 2018 - 18.2 - Lease Trevallyn Park

#### **RECOMMENDATION:**

That Council:

1. notes the intent to demolish the residential cottage at 62 Gorge Road, Trevallyn;
2. notes the proposed conversion of the cottage site to open space; and
3. by absolute majority approves the amendment to the existing lease between Council and Trevallyn Park Improvement Association (TPIA) to formally acknowledge and give effect to the removal of all reference to the cottage from the lease.

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**Erica Deegan (Senior Leader Property and Asset Strategy), Sharin Imlach (Team Leader Property) and Ben Ransley (Team Leader Facilities) were in attendance to answer questions in respect of this item. A table of questions asked by Councillors during debate is included after the decision.**

**Councillor T G Walker re-attended the Meeting at 3:07 pm**

**Councillor A J Britton re-attended the Meeting at 3:07 pm**

**MOTION 1**

**Moved Councillor J J Pentridge, seconded Councillor L M McMahon.**

**That Council:**

- 1. notes the intent to demolish the residential cottage at 62 Gorge Road, Trevallyn;**
- 2. notes the proposed conversion of the cottage site to open space; and**
- 3. approves the amendment to the existing lease between Council and Trevallyn Park Improvement Association (TPIA) to formally acknowledge and give effect to the removal of all reference to the cottage from the lease.**

**NO VOTE WAS TAKEN AS AN AMENDMENT WAS PUT**

**DECISION: 19 March 2026**

**MOTION 2**

**Moved Councillor T G Walker, seconded Councillor S Cai.**

**That the Motion be amended to include Recommendation 4. as follows:**

- 4. Prior to planned demolition, Council will offer the cottage at 62 Gorge Road for relocation for zero consideration through a public Expression of Interest (EOI); and requires the Chief Executive Officer (CEO) to oversee an EOI process on the basis that:
  - a. The relocation of the cottage in its entirety is to be at no cost to Council;**
  - b. The successful proponent is responsible for all associated costs and approvals;**
  - c. The site is to be left in a condition acceptable to Council;**
  - d. A bond may need be provided prior to works commencing, to ensure compliance with all conditions;**
  - e. The successful submission will be determined by appropriate criteria including community benefit (if applicable), and demonstrated ability to complete the removal;**
  - f. The CEO may execute any necessary agreements, schedules, or other conditions to give effect to the outcome of the EOI; and**
  - g. Should the EOI process not result in a timely, compliant or acceptable outcome, Council will proceed with demolishing the cottage in accordance with Recommendation 1.****

**CARRIED 8:1**

**FOR VOTE: Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden**  
**AGAINST VOTE: Councillor L M McMahon**

**DECISION: 19 March 2026**

**MOTION 3**

**Moved Councillor J J Pentridge, seconded Councillor L M McMahon.**

**That Council:**

- 1. notes the intent to demolish the residential cottage at 62 Gorge Road, Trevallyn;**
- 2. notes the proposed conversion of the cottage site to open space; and**
- 3. by absolute majority approves the amendment to the existing lease between Council and Trevallyn Park Improvement Association (TPIA) to formally acknowledge and give effect to the removal of all reference to the cottage from the lease.**
- 4. prior to planned demolition, Council will offer the cottage at 62 Gorge Road for relocation for zero consideration through a public Expression of Interest (EOI); and requires the Chief Executive Officer (CEO) to oversee an EOI process on the basis that:**
  - a. The relocation of the cottage in its entirety is to be at no cost to Council;**
  - b. The successful proponent is responsible for all associated costs and approvals;**
  - c. The site is to be left in a condition acceptable to Council;**
  - d. A bond may need be provided prior to works commencing, to ensure compliance with all conditions;**
  - e. The successful submission will be determined by appropriate criteria including community benefit (if applicable), and demonstrated ability to complete the removal;**
  - f. The CEO may execute any necessary agreements, schedules, or other conditions to give effect to the outcome of the EOI; and**
  - g. Should the EOI process not result in a timely, compliant or acceptable outcome, Council will proceed with demolishing the cottage in accordance with Recommendation 1.**

**CARRIED 8:1**

**FOR VOTE: Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden**  
**AGAINST VOTE: Councillor L M McMahon**

COUNCILLOR	QUESTION	RESPONSE
<b>Councillor A G Harris</b>	What will happen to the demolished house?	<b>Team Leader Facilities</b> <i>That is dependent on the condition of materials. They may be recycled as part of the process. However, based on the reports there will be extensive contamination of the materials that the house is built of which may inhibit the recycling process.</i>
<b>Councillor A G Harris</b>	Can you be a little bit more specific? I would not have thought we had asbestos material in the 1920s however, it may have been added later.	<b>Team Leader Facilities</b> <i>Yes. I can confirm that there is asbestos material in the house fabric. We have a report from a hygienist that suggests extensive mould and fungal spores that are throughout the building which will need remediation. That is an indication that there is contamination throughout the house which may need to be disposed of and cannot be recycled.</i>
<b>Councillor L M McMahon</b>	With extensive mould and asbestos is this the kind of building that we should be offering to someone for free to be relocated? What are the implications for us? Is it ethical?	<b>Senior Leader Property and Asset Strategy</b> <i>Council would do everything that we could to make sure that it was legally possible to move an asbestos mouldy building prior to entering into any Expression of Interest. I think the ethical question is a personal one that the Councillors will have to consider.</i>
<b>Councillor A J Britton</b>	Can I get some clarification on the process, is it viable to assume that this house can be moved?	<b>Team Leader Facilities</b> <i>It is a possibility that this can happen. However, it does carry extensive amounts of financial implications for the person that may choose to do that. Due to the current condition of the building, it would require significant work before it could be considered to be moved off site. Lots of that work will essentially remediate the entire building and removal of the contaminated items such as asbestos, lead paint and other contaminants including mould and fungal spores. Then it would be a process of going through permits to be able to get it off site. When it gets to its destination, it would need to go through a full assessment and the building would need to meet current day legislation.</i>
<b>Councillor A J Britton</b>	In its current form and state, can this house be moved?	<b>Team Leader Facilities</b> <i>No.</i>

<p><b>Councillor JJ Pentridge</b></p>	<p>It is a difficult site, with high voltage power lines, having to go down a hill, across the bridge and through the City. Have these factors been incorporated into the recommendation?</p>	<p><b><i>Senior Leader Property and Asset Strategy</i></b> <i>We have done some preliminary work and identified the concerns that you have raised. Challenges with the power lines may result in disruptions to the school, the childcare centre and residential properties in that area. We have not been able to confirm that the property would be able to be taken down Trevallyn Road. There is a question around the capacity of the bridge with the load limit and whether it may need to go out through the West Tamar Council. There would be significant road closure permits required even if it was technically possible.</i></p>
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**21. CHIEF EXECUTIVE OFFICER NETWORK**

**21.1. Status Report on Council Decisions as at 12 March 2026**

**FILE NO:** SF2346

**AUTHOR:** Kelsey Hartland (Team Leader Governance and Information Services)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**DECISION STATEMENT:**

To receive the Status Report on Council Decisions made up to, and as at, 12 March 2026.

**RELEVANT LEGISLATION:**

*Local Government Act 1993 (Tas)*

*Local Government (Meeting Procedures) Regulations 2025*

**RECOMMENDATION:**

That Council:

1. receives the Status Report on Council Decisions as at 12 February 2026 (Attachment 1).
- 

**DECISION: 19 March 2026**

**MOTION**

**Moved Councillor A J Britton, seconded Councillor A G Harris.**

**That Council:**

1. receives the Status Report on Council Decisions as at 12 February 2026 (Attachment 1).

**CARRIED 9:0**

**FOR VOTE:** Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden  
**AGAINST VOTE:** Nil

**21.2. Status Report on Notices of Motion as at 12 March 2026**

**FILE NO:** SF5547

**AUTHOR:** Kelsey Hartland (Team Leader Governance and Information Services)

**APPROVER:** Sam Johnson OAM (Chief Executive Officer)

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**DECISION STATEMENT:**

To receive the updated Status Report on Notices of Motion.

**RELEVANT LEGISLATION:**

*Local Government Act 1993 (Tas)*

*Local Government (Meeting Procedures) Regulations 2025*

**RECOMMENDATION:**

That Council:

1. receives the Status Report on Notices of Motion as at 12 February 2026 (Attachment 1).
- 

**DECISION: 19 March 2026**

**MOTION**

**Moved Councillor A G Harris, seconded Councillor K M Preece.**

**That Council:**

1. receives the Status Report on Notices of Motion as at 12 February 2026 (Attachment 1).

**CARRIED 9:0**

**FOR VOTE:** Mayor Councillor M K Garwood, Councillor A G Harris, Councillor T G Walker, Councillor J J Pentridge, Councillor L M McMahon, Councillor S Cai, Councillor A J Britton, Councillor K M Preece and Councillor R A I Marsden  
**AGAINST VOTE:** Nil

**22. LATE ITEMS**

*Local Government (Meeting Procedures) Regulations 2025 – regulation 10(7)*

**No items were identified as part of these Minutes.**

**23. CLOSED COUNCIL**

*Local Government (Meeting Procedures) Regulations 2025 – regulation 17(1)*

**No items were identified as part of these minutes.**

**24. NEXT COUNCIL MEETING DATE**

**The next Ordinary Meeting of Council will be held at 1.00pm on 2 April 2026 at the Council Chambers, Town Hall, 18-28 St John Street, Launceston.**

**25. MEETING CLOSURE**

**The Mayor, Councillor M K Garwood, closed the Meeting at 3:27 pm.**