



Council Agenda

AGENDA

NOTICE OF MEETING

Notice is hereby given that an ordinary meeting of Council will be held in the

**Council Chamber – Glenelg Town Hall
Moseley Square, Glenelg**

Tuesday 27 August 2013 at 7.00pm

Justin Lynch
CHIEF EXECUTIVE OFFICER



Ordinary Council Meeting Agenda

1. OPENING

His Worship the Mayor will declare the meeting open at 7:00pm.

2. KAURNA ACKNOWLEDGEMENT

We acknowledge Kurna people as the traditional owners and custodians of this land.

We respect their spiritual relationship with country that has developed over thousands of years, and the cultural heritage and beliefs that remain important to Kurna People today.

3. PRAYER

Heavenly Father, we pray for your presence and guidance at our Council Meeting.

Grant us your wisdom and protect our integrity as we carry out the powers and responsibilities entrusted to us on behalf of the community that we serve.

4. APOLOGIES

4.1 Apologies Received

4.2 Absent

5. ITEMS PRESENTED TO COUNCIL

6. DECLARATION OF INTEREST

If a Council Member has an interest (within the terms of the Local Government Act 1999) in a matter before the Council they are asked to disclose the interest to the Council and provide full and accurate details of the relevant interest. Members are reminded to declare their interest before each item.

7. CONFIRMATION OF MINUTES

Motion

That the minutes of the Ordinary Meeting of Council held on 13 August 2013 be taken as read and confirmed.

Moved Councillor _____, Seconded Councillor _____

Carried

8. QUESTIONS BY MEMBERS

- 8.1 **Without Notice**
- 8.2 **With Notice - Nil**

9. MEMBER'S ACTIVITY REPORTS - Nil**10. PUBLIC PRESENTATIONS**

- 10.1 **Petitions - Nil**
- 10.2 **Presentations - Nil**
- 10.3 **Deputations - Nil**

11. MOTIONS ON NOTICE

- 11.1 **Motion on Notice – Advertising of Public Consultation – Councillor Yates**
(Report No: 268/13)

12. ADJOURNED MATTERS

- 12.1 **Adjourned Report – Cinema and Car Park Proposal – Heads of Agreement**
(Report No: 303/13)

13. REPORTS OF MANAGEMENT COMMITTEES, SUBSIDIARIES AND THE DEVELOPMENT ASSESSMENT PANEL

- 13.1 **Development Assessment Panel Minutes – 24 July 2013** (Report No: 262/13)
- 13.2 **Minutes – Audit Committee – 7 August 2013** (Report No: 299/13)
- 13.3 **Minutes – Alwyndor Management Committee – 18 June and 16 July 2013**
(Report No: 300/13)
- 13.4 **Minutes – Strategic Planning and Development Policy Committee** (Report No: 302/13)

14. REPORTS BY OFFICERS

- 14.1 **Items in Brief** (Report No: 295/13)
- 14.2 **Foundation Graffiti Prevention Initiative – Post Project Analysis Report**
(Report No: 290/13)
- 14.3 **Draft Regional Natural Resources Management Plan Consultation** (Report No: 291/13)
- 14.4 **Monthly Financial Report – July 2013** (Report No: 293/13)
- 14.5 **Seacliff – Corner Barwell Avenue and Kauri Parade – Lease to Civil Mining Group** (Report No: 298/13)
- 14.6 **WITHDRAWN – Due to late advice received from Telstra - Somerton Surf Lifesaving Club – Telecommunications Tower – Lease** (Report No: 249/13)
- 14.7 **Brighton Oval – Telecommunications Site** (Report No: 294/13)
- 14.8 **Glenelg Football Club – Business Strategy** (Report No: 297/13)

15. RESOLUTIONS SUBJECT TO FORMAL MOTIONS - Nil**16. URGENT BUSINESS – Subject to the Leave of the Meeting**

17. CONFIDENTIAL ITEMS**17.1 Code of Conduct Complaint (Report No: 301/13)****Motion**

1. That under provisions of Section 90(2) of the Local Government Act 1999 an order be made that the public be excluded from attendance at this meeting with the exception of the Chief Executive Officer, General Managers and administrative staff in attendance in order to consider in confidence this item.
2. That the Chief Executive Officer is satisfied that it is necessary that the public be excluded to enable the Council to discuss and to consider the matter at the meeting on the following grounds:
 - a. information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of a person or persons (living or dead) in the matter of/in regards to Code of Conduct Complaint (Report No: 301/13)

Moved Councillor _____, Seconded Councillor _____ **Carried/Lost**

Code of Conduct Complaint (Report No: 301/13)

Order to Retain Documents in Confidence**Motion**

1. That an order be made under the provisions of Section 91(7) and (9) of the Local Government Act 1999 that the documents relating to Report No: 301/13 including:
 - Minutes
 - Report
 - Attachmentsrelating to discussion of the subject matter of that document, having been dealt with on a confidential basis under Section 90 of the Act, should be kept confidential on the grounds of information contained in 90(3)(a).
2. That the Minutes, Report and Attachments are released from confidence once all of the parties involved have been formally informed of Council's decisions.

Moved Councillor _____, Seconded Councillor _____ **Carried/Lost**

17.2 **Ombudsman SA Half Yearly Report – Complaint Matters with Ombudsman SA** (Report No: 253/13)

Motion

1. That under provisions of Section 90(2) of the Local Government Act 1999 an order be made that the public be excluded from attendance at this meeting with the exception of the Chief Executive Officer, General Managers and administrative staff in attendance in order to consider in confidence this item.
2. That the Chief Executive Officer is satisfied that it is necessary that the public be excluded to enable the Council to discuss and to consider the matter at the meeting on the following grounds:
 - g. matters that must be considered in confidence in order to ensure that the council does not breach any law, order or direction of a court or tribunal constituted by law, any duty of confidence, or other legal obligation or duty.

Moved Councillor _____, Seconded Councillor _____ **Carried/Lost**

Ombudsman SA Half Yearly Report – Complaint Matters with Ombudsman SA (Report No: 253/13)

Order to Retain Documents in Confidence

Motion

1. That an order be made under the provisions of Section 91(7) and (9) of the Local Government Act 1999 that the attachments relating to Report No: 253/13 relating to discussion of the subject matter of that document, having been dealt with on a confidential basis under Section 90 of the Act, should be kept confidential on the grounds of information contained in 90(3)(g).
2. That Report No: 253/13 and the minutes relating to Report No: 253/13 be released from confidence.
3. This resolution will be reviewed within 12 months by the Council.

Moved Councillor _____, Seconded Councillor _____ **Carried/Lost**

17.3 Broadway Kiosk Settlement (Report No: 296/13)**Motion**

1. That under provisions of Section 90(2) of the Local Government Act 1999 an order be made that the public be excluded from attendance at this meeting with the exception of the Chief Executive Officer, General Managers and administrative staff in attendance in order to consider in confidence this item.
2. That the Chief Executive Officer is satisfied that it is necessary that the public be excluded to enable the Council to discuss and to consider the matter at the meeting on the following grounds:
 - i. information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council.

Moved Councillor _____, Seconded Councillor _____ **Carried/Lost**

Broadway Kiosk Settlement (Report No: 296/13)

Order to Retain Documents in Confidence**Motion**

1. That an order be made under the provisions of Section 91(7) and (9) of the Local Government Act 1999 that the documents relating to Report No: 296/13 including:
 - Minutes
 - Report
 - Attachmentrelating to discussion of the subject matter of that document, having been dealt with on a confidential basis under Section 90 of the Act, should be kept confidential on the grounds of information contained in 90(3)(i).
2. This resolution will be reviewed within 12 months by the Council.

Moved Councillor _____, Seconded Councillor _____ **Carried/Lost**

18. CLOSURE

**JUSTIN LYNCH
CHIEF EXECUTIVE OFFICER**

Item No: **11.1**

Subject: **MOTION ON NOTICE – ADVERTISING OF PUBLIC CONSULTATION – COUNCILLOR YATES**

Date: 27 August 2013

PROPOSED MOTION

Councillor Yates proposed the following motion:

- 1. Public consultations should be notified by at least two and, for important changes affecting all ratepayers, three consecutive weekly notices about this in the Guardian Messenger as well as putting out a press release and information to social media.**
 - 2. For important changes affecting all ratepayers, information about upcoming community consultations and a brief summary of the results from these should also be sent out with the quarterly and annual rates notices.**
-

BACKGROUND

The public consultation for the electoral representation began with one notice to the Guardian Messenger, one to the Advertiser and one to the Government Gazette. Hardly anyone reads the latter and the Advertiser is also not read by most people, especially not in detail.

The Messenger has the advantage that it is free and should be delivered to the whole area but sometimes streets are missed out or people do not read it as thoroughly as usual or are away that week so there should be a greater attempt to notify ratepayers of important public consultations. I have asked people about the recent electoral representation consultation and they did not know anything about it, not having seen any of the published notices.

A press release may get free publicity and highlight the issue more effectively than a notice in the Council column. Your View HQ is a good innovation and social media may be another way to connect with younger ratepayers but for most ratepayers the Guardian Messenger seems the most appropriate way to notify the public and therefore more notices will provide a greater chance of this happening. It is more expensive but as a staff member currently spends time producing a report that analyses the often small number of submissions which are usually statistically meaningless it would be a more worthwhile use of their time as well as providing a better and more democratic level of response on which to base Council activity.

ADMINISTRATION COMMENT – General Manager City Services

During 2012/13, the City of Holdfast Bay conducted 19 engagements.

When reviewing the feedback from participants, it appears that the motivating factor in people participating in the engagement is the topic of discussion.

Our engagements attract between 7 – 5,000 website visits per engagement. However this does not directly correlate into submissions. For example, the Brighton and Hove DPA received 1,151 visitors to the engagement, and 587 submissions. By contrast, the Heritage and Character DPA engagement attracted 933 website visits, but only 28 submissions were received.

Engagement	Number of views	Number of document downloads	Number of written submissions
Brighton and Hove DPA	1,151	435	587
Better Development Plans	1067	222	18
Heritage and character DPA	933	304	28

Press advertising can be an expensive medium to use. For example, each engagement notice would cost a minimum of \$800 - \$1,000 + GST.

If this is multiplied by two press ads per engagement, with an average of 19 engagements per year, this could cost Council between \$30,000 - \$38,000 + GST per year. This currently is not budgeted for.

Item No: **12.1**

Subject: **ADJOURNED ITEM – CINEMA AND CAR PARK PROPOSAL – HEADS OF AGREEMENT (REPORT NO: 252/13)**

Date: 27 August 2013

Written By: Governance Officer

General Manager: Corporate Services, Mr I Walker

SUMMARY

At the Council Meeting held 13 August 2013, Councillor Fisk requested further information to be provided to him Under Regulation 19 of the *Local Government (Procedures at Meetings) Regulations 2000* and this item was then adjourned. This has now been tabled.

The report as presented at the Council Meeting held 13 August 2013 is represented for Members further consideration. In accordance with the *Local Government (Procedures at Meetings) Regulations 2000* the debate regarding this item recommences at the point of the adjournment. The Elected Members left to speak are – Councillors Patterson, Yates and Dixon.

RECOMMENDATION

Council resolves Option 1 – to commit to the proposed development by entering into the Heads of Agreement with the Taplin Group, attached to this Report (as per the detailed recommendation below):

Option 1: Council resolves:

- 1. Having received approval from the Minister by way of letter dated 19 February 2013, to revoke the community land classification of the whole of the land comprised in Certificates of Title Volume 5117 Folio 402, Volume 5123 Folio 173, Volume 5123 Folio 219, Volume 5324 Folio 96, Volume 5402 Folio 363, Volume 5402 Folio 364, Volume 5651 Folio 969, Volume 5853 Folio 854, Volume 5397 Folio 315, Volume 5397 Folio 316 and Volume 5397 Folio 317 (Western Site).**
- 2. To act outside its policies for contracts and tenders under Section 49 of the Local Government Act 1999 in relation to the sale or disposal of land or assets and the procurement of services by engaging directly with Taplin Management Pty Ltd and/or nominees (Taplin) in relation to the transfer of two Torrens titles to be created in air above the Western Site to Taplin and the construction of two Council car parks by Taplin on the Western (Cinema) Site and on that land comprised in**

Certificates of Title Volume 5840 Folios 214 and 215, Volume 5555 Folio 121 and Volume 5864 Folio 948 (Eastern Site) for the following reasons:

- 2.1 Taplin approached Council with a unique proposal for the use of the land, which would be mutually beneficial. This proposal included a cinema which would not be achieved if Council simply engaged a contractor to build a car park.**
 - 2.2 Taplin has proven skills and experience in similar developments, including the development of the multi-screen complex at Mitcham Shopping Centre**
 - 2.3 Taplin has a proven interest in and commitment to, the greater Glenelg precinct being a major business and land holder in the area, and has recently successfully developed the Bay Junction retail centre**
 - 2.4 Taplin's business interests provided reassurance that the proposal will be completed**
 - 2.5 The costs per additional car park space in Taplin's proposed development were less than if Council proceeded on its own (noting the report from Walter Brooke).**
- 3. To enter into a heads of agreement with Taplin substantially in the form of the draft heads of agreement attached to the report to Council dated 13 August 2013 (HOA) and relating to the proposed cinema and car park development on the Western Site and the Eastern Site described in that report (Proposed Development) and authorises the Chief Executive Officer to make such minor changes to the HOA as the Chief Executive Officer deems necessary and appropriate to finalise the HOA for execution (including but not limited to inserting the relevant Taplin corporate entity details) and then to execute the HOA on behalf of Council.**
 - 4. To authorise the Chief Executive Officer, subsequently to the execution of the HOA, to execute on behalf of the Council a development contract with Taplin on such terms and conditions as are determined by the Chief Executive Officer in negotiation with Taplin provided that such terms and conditions are consistent with the:**
 - 4.1. HOA;**
 - 4.2 Council Objectives and the Taplin Objectives (as set out in the HOA); and**
 - 4.3 Fundamental Terms (as set out in the HOA);**
 - 5. To authorise the Chief Executive Officer (with the assistance of such technical expertise as he deems necessary or appropriate), on behalf of Council and in accordance with the HOA, to consider detailed design and construction plans and specifications for the Proposed Development prepared by Taplin as required by the HOA and, unless the Chief Executive Officer considers they are inconsistent with the Concept Plans and Design Principles (as attached to the HOA), approve such detailed design and construction plans and specifications and to consider and approve variations to the approved detailed design and construction plans and specifications throughout the planning and construction stages of the Proposed Development.**

6. **Subject to execution of a development contract and satisfaction of the relevant conditions precedent in the development contract, to:**
- 6.1 **transfer two Torrens title lots in air to Taplin to construct the proposed cinema on the terms contemplated by the HOA;**
 - 6.2 **authorise the Chief Executive Officer to approve such Lands Titles Office instruments or other documents as are required to effect the amalgamation of the titles on the Western Site, creation of the Torrens title allotments in air and the transfer of the Torrens title allotments to Taplin in accordance with the HOA and/or development contract;**
 - 6.3 **authorise the Chief Executive Officer to sign any and all documents necessary to effect the amalgamation of the titles on the Western Site, creation of the Torrens title allotments in air and the transfer of the Torrens title allotments to Taplin in accordance with the HOA and/or development contract; and**
 - 6.4 **where the common seal of Council is required to be affixed to any such documents, authorise the Mayor and Chief Executive Officer to affix the common seal to such documents.**
7. **Subject to execution of a development contract and satisfaction of the relevant conditions precedent in the development contract, to:**
- 7.1 **authorise the Chief Executive Officer to approve such Lands Titles Office instruments or other documents as are required to create the community title division on the Western (Cinema) Site in accordance with the HOA and/or development contract;**
 - 7.2 **authorise the Chief Executive Officer to sign any and all documents necessary to effect the community title division on the Western Site in accordance with the HOA and/or development contract; and**
 - 7.3 **where the common seal of Council is required to be affixed to any such documents, authorise the Mayor and Chief Executive Officer to affix the common seal to such documents.**
 - 7.4 **to authorise the Chief Executive Officer to execute on behalf of Council such other agreements or documents as may be required to effect the Proposed Development as contemplated by the HOA on terms considered appropriate by the Chief Executive Officer.**

Moved Councillor Looker, Seconded Councillor Roe

COMMUNITY PLAN

- A Place to do Business
- A Place that Welcomes Visitors
- A Place that Provides Value for Money
- A Place that is Well Planned

COUNCIL POLICY

Not applicable.

STATUTORY PROVISIONS

Local Government Act 1999
Local Government (Procedures at Meetings) 2000
Development Act 1997

BACKGROUND

The debate on this matter was adjourned at the Council Meeting held on 13 August 2013.

REPORT

Debate on Report No: 252/13, Cinema and Car Park Proposal – Heads of Agreement was adjourned at the Council Meeting held on 13 August 2013.

Refer Attachment 1

To assist with the recommencement of the debate on this item Table 1 has been produced which outlines the members who have spoken to the motion under adjournment. It is important to note that as the motion for the adjournment was a formal motion (under R13(14) of the *Local Government (Procedures at Meetings) Regulations 2000*) both the mover and seconder of the adjournment at the last meeting are considered as having spoken to the motion.

Table 1: Members who have spoken to the Motion

Spoken to the Motion	Have <u>not</u> Spoken to the Motion
Councillor Fisk	Councillor Patterson
Councillor Bouchee	Councillor Yates
Councillor Patton	Councillor Dixon (Apology at the 13/8/13 meeting)
Councillor Looker	
Councillor Clancy	
Councillor Donaldson	
Councillor Roe	
Councillor Huckstepp	
Councillor Lonie	

Councillor Looker has the right as the mover in reply (R(10)(c) *Local Government (Procedures at Meetings) Regulations 2000*) to close the debate.

Regulation 19 of *Local Government (Procedures at Meetings) Regulations 2000*

Councillor Fisk requested under Regulation 19 of the *Local Government (Procedures at Meetings) Regulations 2000* all of the documents relating to the Cinema and Car Park Proposal these will be tabled at the meeting.

BUDGET

Not applicable.

LIFE CYCLE COSTS

Not applicable.

Item No: 14.3

Subject: CINEMA AND CAR PARK PROPOSAL – HEADS OF AGREEMENT

Date: 13 August 2013

Written By: Manager Organisational Sustainability

General Manager: Corporate Services , Ian Walker

SUMMARY

The Taplin Group approached Council in early 2012 with an unsolicited proposal to construct a cinema complex above Council's at grade car park in Cowper/Milton Street and a deck car parking facility over Council's eastern Partridge Street carpark. Council subsequently resolved on 10 July 2012 to commence negotiations on a Heads of Agreement subject to broad objectives and commence a process for revocation of the community land status of the Cowper/Milton Street (Western) site to facilitate the proposed development of a cinema complex and car park on Council's land.

Negotiations on a Heads of Agreement have now concluded and a proposed agreement is presented to Council for consideration. The proposed Heads of Agreement reflects the terms under which the Taplin Group is prepared to continue the proposed development. There are some areas where the Heads of Agreement does not meet all the broad objectives of Council's 10 July resolution. While every effort is being and will be made to manage Council's risk, there is always a degree of financial risk in any development project.

Therefore, upon considering the details of the proposed Heads of Agreement, Council is asked to either proceed or not proceed with the proposed development by entering into or not entering into the Agreement.

Ministerial approval to revoke community land has also been granted following public consultation and is subject to Council's final endorsement.

RECOMMENDATION

Council resolves Option 1 – to commit to the proposed development by entering into the Heads of Agreement with the Taplin Group, attached to this Report (as per the detailed recommendation below):

Or

Council resolves Option 2 – not to commit to the proposed development and therefore to not enter into the Heads of Agreement with the Taplin Group, attached to this Report (as per the detailed recommendation below):

Option 1 . Council resolves:

1. Having received approval from the Minister by way of letter dated 19 February 2013, to revoke the community land classification of the whole of the land comprised in Certificates of Title Volume 5117 Folio 402, Volume 5123 Folio 173, Volume 5123 Folio 219, Volume 5324 Folio 96, Volume 5402 Folio 363, Volume 5402 Folio 364, Volume 5651 Folio 969, Volume 5853 Folio 854, Volume 5397 Folio 315, Volume 5397 Folio 316 and Volume 5397 Folio 317 (Western Site).
2. To act outside its policies for contracts and tenders under Section 49 of the Local Government Act 1999 in relation to the sale or disposal of land or assets and the procurement of services by engaging directly with Taplin Management Pty Ltd and/or nominees (Taplin) in relation to the transfer of two Torrens titles to be created in air above the Western Site to Taplin and the construction of two Council car parks by Taplin on the Western (Cinema) Site and on that land comprised in Certificates of Title Volume 5840 Folios 214 and 215, Volume 5555 Folio 121 and Volume 5864 Folio 948 (Eastern Site) for the following reasons:
 - 2.1 Taplin approached Council with a unique proposal for the use of the land, which would be mutually beneficial. This proposal included a cinema which would not be achieved if Council simply engaged a contractor to build a car park.
 - 2.2 Taplin has proven skills and experience in similar developments, including the development of the multi-screen complex at Mitcham Shopping Centre
 - 2.3 Taplin has a proven interest in and commitment to, the greater Glenelg precinct being a major business and land holder in the area, and has recently successfully developed the Bay Junction retail centre
 - 2.4 Taplin's business interests provided reassurance that the proposal will be completed
 - 2.5 The costs per additional car park space in Taplin's proposed development were less than if Council proceeded on its own (noting the report from Walter Brooke).
3. To enter into a heads of agreement with Taplin substantially in the form of the draft heads of agreement attached to the report to Council dated 13 August 2013 (HOA) and relating to the proposed cinema and car park development on the Western Site and the Eastern Site described in that report (Proposed Development) and authorises the Chief Executive Officer to make such minor changes to the HOA as the Chief Executive Officer deems necessary and appropriate to finalise the HOA for execution (including but not limited to inserting the relevant Taplin corporate entity details) and then to execute the HOA on behalf of Council.
4. To authorise the Chief Executive Officer, subsequently to the execution of the HOA, to execute on behalf of the Council a development contract with Taplin on such terms and conditions as are determined by the Chief Executive Officer in negotiation with Taplin provided that such terms and conditions are consistent with the:
 - 4.1. HOA;
 - 4.2 Council Objectives and the Taplin Objectives (as set out in the HOA);

and

- 4.3 Fundamental Terms (as set out in the HOA);**
- 5. To authorise the Chief Executive Officer (with the assistance of such technical expertise as he deems necessary or appropriate), on behalf of Council and in accordance with the HOA, to consider detailed design and construction plans and specifications for the Proposed Development prepared by Taplin as required by the HOA and, unless the Chief Executive Officer considers they are inconsistent with the Concept Plans and Design Principles (as attached to the HOA), approve such detailed design and construction plans and specifications and to consider and approve variations to the approved detailed design and construction plans and specifications throughout the planning and construction stages of the Proposed Development.**
- 6. Subject to execution of a development contract and satisfaction of the relevant conditions precedent in the development contract, to:**
- 6.1 transfer two Torrens title lots in air to Taplin to construct the proposed cinema on the terms contemplated by the HOA;**
- 6.2 authorise the Chief Executive Officer to approve such Lands Titles Office instruments or other documents as are required to effect the amalgamation of the titles on the Western Site, creation of the Torrens title allotments in air and the transfer of the Torrens title allotments to Taplin in accordance with the HOA and/or development contract;**
- 6.3 authorise the Chief Executive Officer to sign any and all documents necessary to effect the amalgamation of the titles on the Western Site, creation of the Torrens title allotments in air and the transfer of the Torrens title allotments to Taplin in accordance with the HOA and/or development contract; and**
- 6.4 where the common seal of Council is required to be affixed to any such documents, authorise the Mayor and Chief Executive Officer to affix the common seal to such documents.**
- 7. Subject to execution of a development contract and satisfaction of the relevant conditions precedent in the development contract, to:**
- 7.1 authorise the Chief Executive Officer to approve such Lands Titles Office instruments or other documents as are required to create the community title division on the Western (Cinema) Site in accordance with the HOA and/or development contract;**
- 7.2 authorise the Chief Executive Officer to sign any and all documents necessary to effect the community title division on the Western Site in accordance with the HOA and/or development contract; and**
- 7.3 where the common seal of Council is required to be affixed to any such documents, authorise the Mayor and Chief Executive Officer to affix the common seal to such documents.**
- 7.4 to authorise the Chief Executive Officer to execute on behalf of Council such other agreements or documents as may be required to effect the Proposed Development as contemplated by the HOA on terms considered appropriate by the Chief Executive Officer.**

Option 2 – Resolve Not to Enter Into Heads of Agreement

That Council having considered the heads of agreement attached to the report to Council dated 13 August 2013 (HOA) and this matter generally Council resolves not to enter into the HOA with Taplin Management Pty Ltd and/or nominees at this time.

COMMUNITY PLAN

A Place to do Business
A Place that Welcomes Visitors
A Place that Provides Value for Money
A Place that is Well Planned

STATUTORY PROVISIONS

Local Government Act 1999
Development Act 1997

BACKGROUND

To improve parking options in Glenelg, Council engaged consultants Walter Brooke & Associates in October 2011 to investigate design concepts and feasibility of a carpark development on Council's existing grade carpark site at 6-12 Partridge Street (Eastern Site).

At about the same time, the Taplin Group (Taplin) approached Council with a proposal to construct a cinema complex above Council's at grade Milton/Cowper Street carpark (Western Site) and a decked carpark on the Eastern Site.

Walter Brooke presented various design options along with estimated costings to a Council workshop in March 2012. Taplin presented its proposed development to Council at the same workshop.

Refer Attachment 1 (site map)

Following the presentations, Council further considered the proposed development and resolved to progress discussions with Taplin. In broad terms it comprised:

- Taplin to construct a cinema complex at its cost above Council's at grade Cowper/Milton Street carpark (Western Site), including demolition of Council owned buildings at 5 and 7 Partridge Street
- Taplin to construct a decked carpark at its cost on the site of Council's existing at grade carpark on the eastern side of Partridge Street (Eastern Site)
- Council to contribute not more than \$2.5 million towards construction of the decked carpark on the Eastern Site
- Council to retain ownership and operating control of both the at grade carpark on the Western Site and the new decked carpark on the Eastern Site.

The table below provides a short chronology of relevant decision points and milestones from March to June 2012:

27 March 2012	Council resolved to authorise the CEO to develop a detailed proposal regarding a potential cinema and carpark development and present to Council for further consideration. <i>Resolution C270312/457</i>
5 April 2012	Council received letter from Taplin detailing proposed cinema/carparking complex including proposed timing for key stages.
10 April 2012	Council resolved to continue discussions with Taplin regarding the proposed development subject to various conditions. <i>Resolution C100412/461</i>
22 May 2012	Council received a petition in relation to the proposed Cinema and Car Park development.
6 June 2012	Elected Members Workshop to discuss draft Prudential Review Report.

At its meeting on 10 July 2012, Council resolved to accept the Prudential Report and proceed to public consultation, prior to seeking the Minister's approval to remove the community land classification on the western site, and subject to Ministerial approval, to enter into a Heads of Agreement with Taplin. Resolution C100712/576 established Council's objectives for entering into a Heads of Agreement with Taplin and is reproduced in full below:

1. *That the Prudential Review for the 'Cinema and Car Parking Project' be accepted.*
2. *That the Community Land revocation process, including public consultation, commence for the land over which the proposed cinema complex is to be constructed.*
3. *That a Heads of Agreement be drafted for Council's consideration regarding the proposal based on the following broad objectives:*
 - a. *a cinema complex is developed above the council owned land in the Partridge Street West/Cowper Street/Milton Street precinct;*
 - b. *the existing titles are amalgamated and community titles be established to reflect the ownership of the cinema building by the Taplin Group and the ground level car park by Council, subject to community consultation as required by the Local Government Act, 1999 with respect to Community Land;*
 - c. *the Taplin Group to demolish the Council owned buildings at 5 and 7 Partridge Street at its cost and convert into car parking spaces;*
 - d. *the Taplin Group to construct a decked car park, at its cost, on Council's Partridge Street east property with Council retaining ownership of the land and new decked car park;*

- e. *Council to contribute the lesser of (i) \$2.5 million or (ii) cost of a decked car park less \$1.0 million; to the Taplin Group for the building a new decked car park;*
 - f. *the Taplin Group is to provide a minimum of 370 car spaces across both Partridge Street sites, or greater if required to do so to meet any development consent conditions;*
 - g. *the Taplin Group to undertake streetscape improvements surrounding the cinema complex including undergrounding of high voltage power lines;*
 - i. *Council to own and operate car parks and provide a minimum of four hours free parking to cinema patrons;*
 - h. *that advice be sought from the Integrated Design Commission at the commencement of, and throughout the project, to ensure that the best possible visual and urban design outcomes are achieved, in particular in respect to integrating the development with its surroundings, and ensuring easy access to and through the site for pedestrians;*
 - j. *Taplin Group to provide minimum four hours free parking to the general public at the Bayside Village.*
4. *The Taplin Group be required to relocate the existing tenants of 5 and 7 Partridge Street to suitable premises within the Jetty Road Glenelg precinct for a period of no less than 12 months at no cost to the tenants.*
 5. *The Heads of Agreement be subject to a condition precedent that public consultation be undertaken and Ministerial approval be given for the revocation of Community Land status as required by the Local Government Act 1999 and a failure to obtain Ministerial approval will necessarily result in the abandonment of the proposal without any liability for the Council.*
 6. *The community title created for the cinema complex is limited to two metres higher than the maximum height of the proposed building.*
 7. *A further report be presented to Council after the Heads of Agreement has been drafted for Council's consideration prior to a commitment being made to proceed.*

Ministerial approval for the revocation of community land status of the Western Site was received in February 2013.

Refer Attachment 2

Negotiations with Taplin on the Heads of Agreement (HOA) resumed in April 2013. Council engaged law firm Norman Waterhouse to provide advice on this matter. On 16 July, Council had a public workshop and which provided further input on the negotiations.

Probity

Before entering into any negotiations with Taplin on its proposed development, Council sought advice on whether it was lawful to enter into agreements without first testing the market.

Section 49 of the *Local Government Act 1999* requires that Council's Contracts and Tenders Policy must provide for the recording of reasons for entering into contracts other than those resulting from a tender process. Section 49(2)(c) provides a statutory recognition that the Council is not required to undertake an open tender or other public process in relation to the proposed development provided it has good reasons for not doing so.

Council has entered into negotiations with Taplin without testing the market for the following reasons:

- Taplin approached Council with a unique proposal for the use of the land, which would be mutually beneficial. This proposal included a cinema which would not be achieved if Council simply engaged a contractor to build a car park
- Taplin has proven skills and experience in similar developments, including the development of the multi-screen complex at Mitcham Shopping Centre
- Taplin has a proven interest in and commitment to, the greater Glenelg precinct being a major business and land holder in the area, and has recently successfully developed the Bay Junction retail centre
- Taplin's business interests provided reassurance that the proposal will be completed
- The costs per additional car park space in Taplin's proposed development were less than if Council proceeded on its own (noting the report from Walter Brooke).

REPORT

A proposed HOA is presented for Council's consideration and sets out:

- mutual exclusive commitments and a process to work together to achieve the agreed objectives from the proposed development through to completion of construction
- the Fundamental Terms of the proposed development to be included into a binding Development Contract.

Refer Attachment 3

The proposed HOA reflects the terms under which Taplin is willing to undertake the proposed development. It is between Council and two as yet unidentified Taplin entities, which will be created if and when the HOA is executed. If executed, the HOA would expire on the earlier of 3 months or execution of the Development Contract (more fully described below). The terms of the HOA are now finalised and are the terms to which the developer has agreed. These terms are no longer subject to any further refinement or discussion.

Objectives

The parties' objectives are set out in Annexure B (Objectives) of the proposed HOA. Council's Objectives are repeated as follows:

- To secure a nett increase in public car park spaces across the Sites (currently 235 spaces), taking into account the car parking requirements of the cinema and in any event to achieve a minimum number of 370 spaces across the Sites.
- To retain ownership of and operational control over car parking, in order to generate ongoing revenue from parking and ensure ongoing access to parking by the public (on terms determined by Council).
- To facilitate economic development in the precinct through the construction of a new cinema complex and to improve vibrancy/appeal and visitor attraction.
- To ensure appropriate use of Council assets and funds and obtain value for Council's contributions.
- To ensure certainty in the development outcome (i.e. that the Proposed Development is completed and Council has oversight going forward to ensure the Proposed Development meets Council expectations in terms of design and community engagement) and manage financial risk (i.e. that Council does not pay money (or make other contributions)) for a development that is not completed.

Fundamental Terms

The Fundamental Terms are set out in Annexure C of the proposed HOA and deal with the Western Site, Eastern Site and general terms covering both sites. These terms must form part of the binding Development Contract and it is therefore critical that Council fully understands their implications. Key elements of the terms are summarised below:

Western (Cinema) Site

- Confirms that Council will retain ownership of the ground floor of the Western Site subject to certain limited rights (eg. rights of support and access) to the first floor community strata lots to be granted to Taplin.
- Confirms that Taplin will be responsible for and fund procurement of all titling arrangements to facilitate the development, including:
 - initially procuring the amalgamation of all existing titles (currently 11 titles) across the western site to create three (3) Torrens Titles, including one at ground level for the carpark and two 'in air' for the first floor cinema building, to facilitate construction
 - undertaking the Community Title division of the three Torren Titles to create three (3) community strata lots once construction is sufficiently advanced and transferring the lot comprising the ground floor car park back to Council. Taplin will retain ownership of the two (2) lots at first floor level as well as lifts, stairs, travelator and the roof structure. Should Taplin fail to meet construction timeframes in the Development Contract, it will be obliged at its cost to re-transfer the two Titles 'in air' back to Council
- Requirement for Taplin to seek an independent design review in relation to the interface and integration of the proposed development with its surroundings by

the Office for Design and Architecture SA (ODASA) and include any reasonable recommendations in the final design

- Taplin will be responsible to prepare all detailed plans and specifications and obtain development authorisation and all statutory approvals for the cinema building and carpark. This includes Council's approval for the detailed plans and specifications, which must be granted if consistent with the Concept Plan included in Annexure A and Design Principles in Annexure D of the HOA, and proposed streetscape upgrade works in Cowper and Partridge Streets in conjunction with the planning process by prior to any works. Council approval will, however, be required for any significant design variations (eg. as a result of the ODASA design review)
- Confirms that the proposed development is subject to Taplin obtaining both development approval and construction finance, and that practical completion will occur within eighteen (18) months). In this instance, it is anticipated that the Development Assessment Commission (DAC) will be the relevant planning authority
- Imposes height restrictions above the proposed cinema building with some allowance for service infrastructure required to carry out the business from the site. These limitations are discussed further below
- Requires Taplin to undertake and fund all construction works. This includes:
 - demolition of the existing buildings at 5 and 7 Partridge Street. Council will be required to provide vacant possession of these buildings to facilitate demolition
 - construction of the cinema and car park. This includes line marking and installation of required services (ie. electricity, water, lighting, fire safety equipment, lifts and stairs), but excludes installation of boom gates and ticketing machines. The latter will need to be retrofitted by Council upon practical completion and handover
 - streetscape improvements to Cowper Street from Jetty Road and Partridge Street adjacent both sites, including undergrounding of power lines
- Requires that Taplin must provide copies of the construction contract (to remain confidential), works program and all relevant warranties and certifications, guarantees and rights pursuant to the defects liability period of the future Council-owned structures to Council, and that Council has rights of inspection during construction (eg. to confirm compliance with the Building Code of Australia and acceptable building standards).

Eastern Site

- Confirms that Council will retain ownership of the Eastern Site and proposed car park deck structure and that the car parking facility must be designed with capacity for a second floor deck to be added in the future if parking demands warrant
- Confirms that, consistent with the Western Site, Taplin will be responsible to prepare all detailed plans and specifications and obtain development authorisation and all statutory approvals for the car park structure. This includes Council's approval (as landowner) for the detailed plans and specifications, which must be granted if consistent with the Concept Plan included in Annexure A and Design

Principles in Annexure D of the HOA. Again, Council approval will, however, be required for any significant design variations

- Again, consistent with the Western Site, confirms that the proposed development is subject to Taplin obtaining both development approval and construction finance, and that practical completion will occur commensurate with the Western Site (ie. within eighteen (18) months)
- Confirms that Council's contribution to all costs (including design, planning, construction, consultant's fees, etc) will be limited to the lesser of the following amounts and that any costs over and above this contribution will be at Taplin's cost:
 - \$2.5 million (excluding GST), or
 - the final cost of the car park less \$1 million (excluding GST)
- Again, consistent with the Western Site, requires that Taplin must provide copies of the construction contract (to remain confidential), works program and all relevant warranties and certifications, guarantees and rights pursuant to the defects liability period for the car parking structure to Council, and that Council has rights of inspection during construction.

General

- Requires that Council provide Taplin unrestricted access to both sites to enable construction, including effecting temporary street closures
- Requires that Taplin must construct a minimum of 370 car park spaces across both sites, consistent with Council's previous resolution, and that Taplin must also construct such additional car parking spaces above the 370 spaces if required by DAC to meet the needs of the cinema under the *Development Act 1993*. Importantly, Council cannot reduce the number of available spaces in the future, but may increase the number
- Acknowledges that Taplin may need to negotiate with the private owner of Allotment 55 (occupied by Cheap as Chips) adjacent the Eastern Site to obtain their agreement to the construction of the decked car park over that owner's land as an option to deliver the required number of carparks. While Council will support Taplin in relation to these negotiations, the terms do not commit Council to granting this owner rights over Council's land nor require Council to enter into any other agreements to secure that arrangement. Importantly, if agreement cannot be reached between Taplin and this private land owner, Taplin must still deliver the minimum 370 car park spaces which may necessitate redesign (eg. an additional level)
- Requires that Taplin will use reasonable endeavours to minimise disruption to the public and local businesses during construction and stagger construction to enable as many car parking spaces to remain available for as long as possible where practical and safe to do so. It is acknowledged that there will be a point in construction at which both car parks will need to be closed for practicality and safety reasons
- Requires that Taplin will either procure a performance bond (naming Council as beneficiary) to secure completion of all works and obligations under the HOA and Development Contract, or enter into an agreement with the construction financier

and Council (and potentially the builder) that would provide step in rights to Council and the financier if works or obligations are not met

- Consistent with Taplin's original proposal, requires that Council remain contractually bound to grant to Taplin or any future owner of the cinema building the right to four (4) hours free parking at both sites for the benefit of cinema patrons for the life of the development (which will be reflected in the by-laws of the community corporation). Importantly, cinema patrons have no greater right to park than members of the general public.

Concept Plans and Design Principles

The latest Concept Plans for the proposed development are included in Annexure A of the proposed HOA and referred to within various clauses within the Agreement, including the Fundamental Terms. A copy of the latest Concept Plans that will form Annexure A of the HOA are located at Attachment 4 for Members' reference.

*Refer
Attachment 4*

A number of Design Principles for the proposed development have been included in Annexure D of the proposed HOA. The principles are also referred to in the Fundamental Terms above and include a number of requirements for Taplin to consider in preparation of the final design plans and specifications. It is anticipated that these principles will also be provided to ODASA for reference as part of the design review process.

Key elements of the Design Principles include:

- Provision of quality urban design outcomes and streetscape improvements and articulated street frontages to retain visual interest
- A need for the final designs to incorporate Crime Prevention Through Environmental Design (CPTED) and / or 'safer by design' principles to ensure public safety. This includes sufficient and well-placed lighting, maintaining high levels of visibility and pedestrian access, minimising hiding and entrapment points, clear directional signs and public entry points, safe and well-lit areas for ticketing infrastructure, and allowance for security equipment and anti-vandalism treatments. This may necessitate a CPTED audit as part of the final design
- Minimising impacts on adjoining and adjacent sensitive uses and character (eg. minimising overshadowing, overlooking, noise and fumes, and ensuring appropriate building bulk and scale)
- Incorporation of Environmentally Sustainable Design features (eg. green facades, efficient lighting, reduced energy and water needs, etc)
- Maximising car parking efficiency
- Adopting sound traffic management. This includes safe and convenient movements and loading and unloading, minimising impacts on local roads and residences, ensuring access to properties during special events, considering access and facilities for other modes of transport (eg. bicycles), and ensuring suitable road treatments to support pedestrians and private, commercial and emergency vehicles in Cowper Street)

- Inclusion of in-built 'future proofing' strategies to provide maximum development flexibility.

Compliance with Council's requirements

A detailed assessment of how the broad objectives of Council's 10 July 2012 resolution and further issues raised at the Elected Members' workshop held on 16 July 2013 are reflected in the proposed HOA is included in a table at Attachment 5.

Refer

Attachment 5

Council's 10 July 2012 resolution

The proposed HOA meets all the conditions included in Council's resolution of 10 July 2012 with the exception of the following:

- *Taplin Group to provide minimum of four (4) hours free parking to the general public at the Bayside Village.*

There are no reciprocal parking rights being provided by Taplin in Bayside Village. Taplin has advised that, based on previous experience, unrestricted parking in the shopping centre has a significant detrimental impact on foot traffic and turnover of the centre. It is understood that 2-3 hours free parking is currently available to the public at the centre.

- *The Taplin Group be required to relocate the existing tenants of 5 and 7 Partridge Street to suitable premises within the Jetty Road Glenelg precinct for a period of no less than 12 months at no cost to the tenants.*

At the request of Taplin, the proposed HOA requires that Council provides vacant possession of the site to ensure development timeframes can be met. The building at 5 Partridge Street is currently vacant and 7 Partridge Street is occupied on a monthly basis by Workskil. It is proposed that appropriate advanced notice will be provided to Workskil of the need to vacate once development timeframes are understood.

- *The Heads of Agreement be subject to a condition precedent that public consultation be undertaken and Ministerial approval be given for the revocation of Community Land status as required by the Local Government Act 1999 and a failure to obtain Ministerial approval will necessarily result in the abandonment of the proposal without any liability for the Council.*

Consultation on the proposed revocation of community land status for the Western Site occurred between 24 July and 17 August 2012 and Ministerial approval for revocation was granted on 19 February 2013 subject to final Council endorsement (refer to Attachment 2). Commencement of this process is acknowledged in the Background to the proposed HOA.

In order for the proposed development to proceed, Council must undertake the formal process to revoke the community land status for the parcel of land as described in the Minister's letter.

- *The community title created for the cinema complex is limited to two metres higher than the maximum height of the proposed building.*

The fundamental terms of the proposed HOA states that the community lots comprising the first floor cinema will be height limited to two (2) metres higher than the maximum height of the proposed building (as set out in the Concept Plans) but excluding 'service infrastructure' as is required to carry out and maintain the business to be carried out in the proposed development. It is anticipated that service infrastructure could include heating and cooling units, transmission equipment for streaming live cinema events, etc. It is considered that this would not include third-party transmission equipment (eg. mobile phone towers) that are not required to carry out this business function.

Service infrastructure associated with carrying out the cinema operation will therefore be permitted to exceed that maximum height by a further three (3) metres under the proposed HOA, thereby allowing this infrastructure to be up to five (5) metres higher than the cinema building (currently proposed at 13.2 metres at its highest point) as contemplated in the latest Concept Plans if required.

Key issues from Council's public workshop

Further key issues or queries raised at the Elected Members' Workshop held in public on 16 July 2013 that have not been fully addressed in the proposed HOA, and the reasons for this, are discussed below:

- *Unclear why two titles are proposed 'in air' to separate entities.*

The proposed HOA envisages execution by Council and two (2) Taplin entities. Taplin has advised that two titles are required for company structuring purposes (ie. separate corporate entities), which is understood to be common practice. Each Taplin entity will be jointly and severally liable for the obligations of the other.

- *Ensure that there is no change in use of the cinema building in the future and that titles 'in air' can not be on-sold.*

While the Scheme Description as part of the community title documentation will reflect what each lot will be used for, there can be no guarantee that a change in use will not occur in the future (eg. if the cinema becomes unviable for any reason). Any such proposal would, however, require consideration by the Community Corporation (which includes Council) and be subject to a future development application and assessment to consider its merits. The proposed HOA contemplates that voting rights under the Community Corporation arrangements are intended to be set up so that neither Council, nor the two Taplin entities (even if voting together) can 'out-vote' the other party and there will be dispute resolution provisions built in for stalemates to be resolved by an independent third party.

Further, the future sale of lots cannot be prevented and would be unreasonable to account for future circumstances (eg. in the event that the current or future owner goes bankrupt or fails to appropriately manage the facility and it becomes unviable).

- *Ability to view final plans (including traffic management plan and shadow diagrams) before formally considering the HOA and lodgement of plans with the DAC.*

It is understood that a preliminary Traffic Management Plan is currently being prepared by Taplin.

Further, while preliminary shadow diagrams were previously provided by Taplin for the Western Site, these require further refinement and do not extend to the Eastern Site. Copies of these preliminary diagrams are located at Attachment 6.

Refer Attachment 6

The proposed HOA contemplates that final shadow diagrams, the Traffic Management Plan and any other plans submitted to DAC will be provided to Council for information only (ie. not for approval) as part of the development assessment process. It is likely, however, that these plans/diagrams will not be able to be finalised until completion of the independent design review by ODASA.

- *Continuing and guaranteed availability and access to car parking during construction, community disruption and preference for deck on eastern site to be constructed first.*

The Fundamental Terms of the proposed HOA require that Taplin must effect practical completion of the car park and cinema within 18 months from the commencement of construction, and practical completion of the eastern site car park by the same date. Taplin has advised that it cannot commit to building the decked carpark first and it is likely that the deck will be constructed while the cinema is being fitted out.

While the proposed HOA also requires Taplin to use reasonable endeavours to minimise disruption and stagger construction to enable as many car parking spaces to remain available for as long as possible where practical and safe, it would not be possible to guarantee availability of parking spaces during construction and there will be a point at which both car parks will need to be closed for practical and safety reasons. It would be appropriate, however, for the impending Traffic Management Plan to consider parking supply during construction.

- *Number of car parks required for cinema patrons and community access to sufficient number of car parks.*

While the proposed HOA confirms that 370 car park spaces will be provided and the latest Concept Plans envisage construction of 378 car parks across both sites (including Allotment 55 which is not owned by Council), it also confirms that Taplin must also construct such additional car parking spaces above the 370 spaces if required by DAC to meet the needs of the cinema under the *Development Act 1993* as part of the development assessment process.

In assessing car parking requirements for the cinema, the DAC will need to consider standard parking rates, peak versus off-peak parking demands, availability of shared parking (eg. spaces within the surrounding precinct), public transport access and outcomes of traffic assessments and the Traffic Management Plan. While Council's Development Plan is silent on parking requirements for a cinema, best practice parking standards suggest a minimum of 0.33 parks per seat (1054 seats in latest proposal), with a maximum allowable discount of 25%.

- *Overshadowing from development to adjacent buildings and need for shadowing plans.*

As above, final shadow diagrams are intended to be provided to Council for information purposes as part of the development assessment process and following agreement on the proposed HOA. Potential impacts resulting from the proposed development, including any unreasonable overshadowing, will need to be considered as part of the development assessment process by DAC.

- *Access to lifts and consideration of an external lift.*

The proposed HOA confirms that the lifts and travelator are proposed to form part of the Taplin lots. This means that future maintenance, repair, replacement and management of this infrastructure will be at Taplin's cost.

An external lift is not considered feasible or practical by Taplin from both a design and financial perspective and is therefore not proposed as part of the latest Concept Plans. Lifts will need to be located in the most accessible position(s) for users of the car parking facility and, desirably, their associated service infrastructure should be suitably screened from view from public spaces or adjacent properties.

- *Pedestrian access / safety.*

The Design Principles in Annexure D of the proposed HOA require further consideration of public and pedestrian safety and these matters will be further considered as part of the development assessment phase. Pedestrian safety during construction should also be included in the Traffic Management Plan and ongoing collaboration with Council's staff during the development phase.

- *Potential loss of income from car park revenue during and after construction.*

Revenue from parking fee income (excluding fines) is currently approximately \$100,000 per annum for the Milton/Cowper Street carpark. This carpark also currently accommodates around 25 permit holders at monthly fee of \$80/month. The eastern Partridge Street carpark is time limited but no charge.

Options for additional parking revenue during construction have not yet been considered. Further, management options for the proposed parking facilities have not been fully considered either, noting that a minimum of four (4) hours free parking is to be provided for cinema patrons for the life of the development.

In terms of other sources of income to off-set loss of parking income, the Prudential Report confirmed that the cinema will generate additional rates income (estimated at \$67,000 per annum in 2012 values).

- *Could the land be managed differently and is there potential to impose a percentage limitation on common land?*

The carpark / cinema must be developed as a community title division. The outright sale of the site to Taplin was not consistent with Council's objective of continuing to own and operate the carpark and did not form part of the commercial offering by Taplin. Further, the lease of the site to Taplin (even on a

long-term basis) is unlikely to be sufficiently secure in the current market to allow Taplin to obtain bank finance for construction.

It is reasonable to expect that any rights of support and access would be granted to Taplin or the future owners/operators of the cinema to facilitate a development scheme of this nature and provide certainty of operation of the facility. It is considered to both parties' benefit to limit common property so that there is no obligation to deal with it through the Community Corporation and to simplify future management. Common land requirements will need to be considered further as part of the future community title application.

- *Impact of three titles on fire safety (eg. number of fire escapes).*

Fire safety and Building Code of Australia (BCA) requirements are to be considered as part of the development assessment process. In any event, Taplin will be required to comply with all statutory requirements in relation to fire safety, regardless of the number of lots. The proposed HOA also confirms Council's right to inspect the works during construction to ensure fire, structural and other building standards are met.

- *Application of Council's Procurement Policy to the project and its ability to deal with a single proponent rather than go to market.*

This matter is addressed within the Background to this report above and referred to in the report recommendations.

- *Minimising damage to surrounding properties during construction.*

While it will be Taplin's and builder's responsibility to ensure there is no damage to adjacent properties as part of construction works, consideration should be made in the Development Contracts to require Taplin to undertake dilapidation reports for adjacent properties that may be affected by construction activities. In relation to public areas, Council has powers under the *Local Government Act 1999* to deal with damage to public infrastructure.

- *Provision of parking infrastructure.*

The proposed HOA requires Taplin to effectively construct serviced car park shells. While this will include provision of line marking and installation of required services such as electricity, water, lighting, fire safety equipment, lifts and stairs to the car parking facilities, the installation of boom gates and ticketing machines is excluded and will need to be retrofitted by Council upon practical completion and handover. As Council will be responsible for managing the car park facilities, it will need to determine what system is most appropriate.

Benefit/Cost Considerations

The Prudential Report considered by Council in July 2012 set out how the proposed project supports Council's strategic objectives as well as implications for Council and the community. Since then, the details of the proposed development have been negotiated in the proposed HOA and it is appropriate for these to be revisited.

Benefits

Glenelg has been without a cinema since the Wallis cinema was demolished in 2011 and the proposed development will result in a modern 8-screen cinema complex in the heart of Glenelg, providing a drawcard to improve visitor attraction and experience, as well as aid further economic development and local employment (during construction and when operating).

An increase in the number of car-park spaces will allow improved access to the Jetty Road precinct. The decked carpark on the Eastern Site will be constructed to allow for expansion through the addition of another deck at a later time if required.

Although the new decked carpark on the Eastern Site will, when completed, be owned and operated by Council, construction risk is assumed by Taplin which will hand it over to Council on satisfactory completion. The maximum capital cost to Council for the additional minimum 135 carparks will be \$2.5 million equating to \$18,519 per additional space. This compares to \$36,148 per space if Council were to construct a ramped carpark as estimated by Walter Brooke.

Both the cinema and new decked carpark will incorporate good design principles as set out in the proposed HOA. This will include streetscaping and undergrounding of overhead power lines at Taplin's cost, as well as inclusion of recommendations from the Office of Design and Architecture ODASA.

A new cinema complex will add to Council's rate base. The Prudential Report estimated an increase in rate revenue to Council of around \$67,000 pa (using 2011/12 rates). The new cinema complex will be within the Jetty Road precinct subject to a separate rate and, depending on Council's rating decision, could result in additional rate revenue (the Prudential Report estimated this at around \$27,000 pa using 2011/12 rates).

Costs

Council has, and will, incur costs during the development and construction phases (such as legal advice, communications, engineering, traffic management etc). Taplin has agreed in the proposed HOA to reimburse Council's costs up to \$30,000.

Council will contribute a maximum of \$2.5 million towards construction of the decked carpark on the Eastern Site. As noted above, this represents a prima facie cost of \$18,519 per additional carpark space, compared with \$36,148 if Council were to build it (Refer below for additional infrastructure costs).

There will be a reduction in the number of carpark spaces during construction of the cinema and decked carpark. However, as clarified above, Taplin will have an obligation to minimise disruption and stagger construction to enable as many car parking spaces to remain available for as long as practical and safe. There will be a point during construction, however, at which both carparks will need to be closed. At the same time, there will be disruptions to traffic flow in the area. Both parties will work cooperatively to mitigate inconvenience to locals and visitors.

The loss of carparks at various times during construction will have a financial impact on Council's revenue. In 2012/13, Council earned around \$110,000 from fees and fines on the

Eastern Site. The commitment to provide 4 hours free parking to cinema patrons will result in reduced revenue following construction. If Council determined to extend the 4 hours free parking to non-cinema patrons, a further reduction in revenue would result, possibly down to a small number.

Council has not determined the operating regime of the carparks such as whether to use boom gates or other technology for carpark entry and payment (if any). Such infrastructure will not be included in the construction by Taplin and will need to be retro-fitted by Council at its cost. Subject to the operating regime, Council will incur additional on-going costs to operate and maintain the carparks.

Risk Mitigation

Risk management is critical to a project of this scale and nature and a key component of good governance practice and the prudential requirements under the *Local Government Act 1999*.

An internal project team has been established to consider and address issues in relation to the project. A key priority of the team has been the development of a risk mitigation plan, which has identified a number of risks around governance, public realm and safety, community, property and infrastructure, planning and design, finance, legal and legislative, management and operation, and the environment. Risks identified by Members at the 16 July 2013 public workshop have also been included in the plan. Mitigation strategies have been developed around the more significant risks, which will remain a focus of the Project Team in the event the proposed HOA is executed.

BUDGET

Council has not included the financial implications of the proposed development in its 2013-14 budget. If Council approves the proposed HOA and proceeds with the proposed development, it will need to review its budget to allow for:

- Capital contribution of \$2.5 million towards the decked carpark on the Eastern Site (although subject to construction program this contribution may not be required until the 2014/15 year. Council has previously collected around \$2 million from parking income and allocated to a fund earmarked for additional car-parking in Glenelg.
- Reduction in revenue from carparks during construction
- A write-down of the carrying value of the Western Site. This is currently valued at around \$6.1 million and will need to be written down to around \$1.1 million to reflect the value once a cinema is constructed. As noted in the Prudential Report, arguably the value should already have been written down to reflect its value as a carpark. This write-down will have no effect on Council's operating performance.

LIFE CYCLE COSTS

Once the proposed development is complete, Council will assume ongoing operating and maintenance costs for the new decked carpark as well as an expected reduction in revenue from providing 4 hours free parking to cinema patrons, and possibly all patrons.

In the Prudential Report, it was estimated that ongoing operating costs would be around \$200,000 pa (reflecting operations, cost of capital and depreciation) and a further \$62,000 reduction in revenue, although this will be subject to Council's decision on the operating regimes for the carparks.

Offsetting this is an increase in rate revenue from the new cinema complex and general improvement in visitor and economic activity in the Jetty Road precinct which has significant flow-on effects.

NEXT STEPS

Should Council wish to commit to the proposed development by executing the proposed HOA and subsequently agree to the community land revocation process, Council and Taplin will negotiate the terms of and enter into a Development Contract. The Development Contract is anticipated to be prepared within a month and will be a binding agreement that gives effect to the proposed development consistent with the Fundamental Terms, Design Principles and Objectives contained in the HOA.

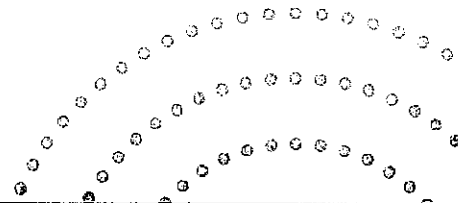
It is anticipated that Taplin will also seek an independent design review through ODASA within two (2) months of execution of the HOA, and that reasonable recommendations from the design review will be included in the final plans and specifications, which will be lodged for planning approval within three (3) months of entering into the Development Contracts. Construction finance will also need to be obtained by Taplin within this time.

The proposed HOA contemplates that planning consent will be obtained within nine (9) months of execution of the Development Contract, and that development approval will be secured within twelve (12) months. Given Council's interests in the project, it would be appropriate for the Council to formally write to the Minister for Planning to request that the Development Assessment Commission (DAC) be appointed as the relevant planning authority. The DAC will undertake the required public notification of the planning application under the Development Act, with the proposed development likely to be notified as a Category 2 development based on Council's Development Plan (ie. requiring notification of adjacent properties only with no third party rights of appeal). Council will also be provided the opportunity to provide comment on the proposed development to the DAC during the notification period.

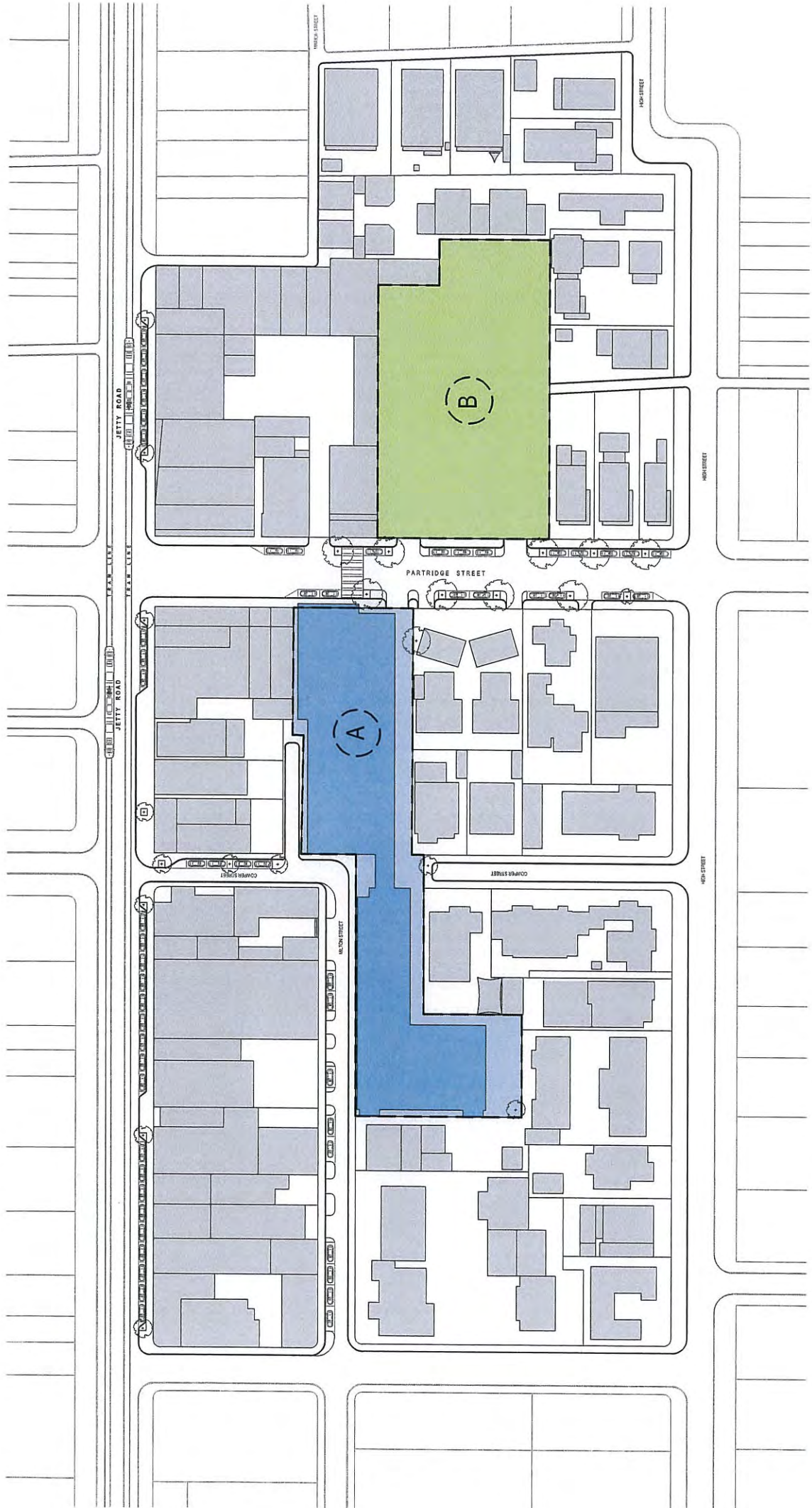
Given the nature of the proposed development and its location at the interface with the Residential Zone (particularly on the eastern site), Council's Development Assessment Unit has suggested that the concept proposal may challenge some provisions of the Development Plan (and possibly the Building Code of Australia) in relation to scale and separation, appearance, overshadowing and access to sunlight. It may therefore be appropriate for Council to engage the services of an independent planning consultant to provide the necessary advice to DAC during the consultation period.

Based on the above process, it is therefore reasonable to expect that construction could occur in twelve months of execution of the Development Contracts, but possibly earlier subject to Taplin obtaining the necessary approvals.

Attachment 1

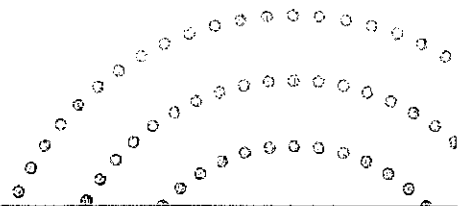


CONTEXT & SITE LOCALITY PLAN



-  OZONE CINEMA COMPLEX (proposed)
-  PARTRIDGE STREET CARPARK (proposed)

Attachment 2



Hon Gail Gago MLC



**Government
of South Australia**

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CITY OF HOLDFAST BAY SCANNED 21 FEB 2013 Doc No. _____ Business Container No. <u>B1763</u> (P)
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Mr Justin Lynch
Chief Executive Officer
City of Holdfast Bay
PO Box 19
BRIGHTON SA 5048

Leader of the Government
in the Legislative Council
Minister for Agriculture,
Food and Fisheries
Minister for Forests
Minister for Regional
Development
Minister for the Status
of Women
Minister for State/Local
Government Relations
Level 9
Terrace Towers
178 North Terrace
Adelaide SA 5000
GPO Box 1671
Adelaide SA 5001
DX 667
Tel: (08) 8303 2926
Fax: (08) 8303 2533
Email: minister.gago@sa.gov.au

Dear Mr Lynch

Thank you for your letter seeking my approval of the Council's proposal to revoke the community land classification of land at the Partridge Street West, Cowper Street and Milton Street, Glenelg, precinct. I apologise for the delay in this response.

I have carefully considered the information provided to me by Council, including the Reports on the proposal and the submissions received as part of the public consultation process. In making my decision I have taken into account the nature of the public consultation undertaken by Council, and Council's responses to the issues raised in the community submissions.

In exercising my discretion, I am not bound by the opinion of the Council on the relative merits of the proposal nor am I bound by the community concerns raised in the submissions received during public consultation. Rather, I must weigh up the various competing interests and considerations and decide whether the revocation is appropriate on my assessment of the merits of the proposal. Generally speaking, my decision as to whether or not to approve the proposal is based on whether the proposal is generally desirable for the community.

I am aware that there have been representations made to the Council during the public consultation process about the impacts of the cinema complex. I am also aware that the proposal is not unanimously supported by the Council's elected body and the decision to proceed with the revocation process has been a difficult one.

After carefully considering the effect of the revocation on the area and the local community, I am of the opinion that, on balance, the revocation will be more positive than not in its effect. I therefore approve the Council's proposal to revoke the classification as community land of land being:

- Allotment 86, in Filed Plan 6535, in the area named Glenelg, Hundred of Noarlunga, contained within Certificate of Title Volume 5117 Folio 402,
- Allotment 37, in Filed Plan 5563, in the area named Glenelg, Hundred of Noarlunga, contained within Certificate of Title Volume 5123 Folio 173,
- Allotment 38, in Filed Plan 5563, in the area named Glenelg, Hundred of Noarlunga, contained within Certificate of Title Volume 5123 Folio 219,

- Allotment 35, in Filed Plan 5563, in the area named Gleneig, Hundred of Noarlunga, contained within Certificate of Title Volume 5324 Folio 96,
- Allotment 50, in Filed Plan 37833, in the area named Gleneig, Hundred of Noarlunga, contained within Certificate of Title Volume 5402 Folio 363,
- Allotment 52, in Filed Plan 37833, in the area named Gleneig, Hundred of Noarlunga, contained within Certificate of Title Volume 5402 Folio 364,
- Allotment 50, in Deposited Plan 50968, in the area named Gleneig, Hundred of Noarlunga, contained within Certificate of Title Volume 5651 Folio 969,
- Allotment 1, in Deposited Plan 25404, in the area named Gleneig, Hundred of Noarlunga, contained within Certificate of Title Volume 5853 Folio 854,
- Unit 1, in Strata Plan 14036, in the area named Gleneig, Hundred of Noarlunga, contained within Certificate of Title Volume 5397 Folio 315,
- Unit 2, in Strata Plan 14036, in the area named Gleneig, Hundred of Noarlunga, contained within Certificate of Title Volume 5397 Folio 316, and
- Unit 3, in Strata Plan 14036, in the area named Gleneig, Hundred of Noarlunga, contained within Certificate of Title Volume 5397 Folio 317.

The Council is the instigator of this proposed community land classification revocation, and as such it is ultimately the Council that is responsible and accountable to its community for the decisions it makes. My role in the revocation process is not to make the revocation but to review the Council's proposal and the process followed. The effect of my approval gives the Council the authority to revoke the classification itself.

I understand that the land covering the proposed cinema development is zoned District Centre Zone. All development, other than non-complying development, are assigned as Category 1 Development in this Zone, except where the site of the proposed development is adjacent to a residential zone boundary, or is greater than two-storeys in height, in which case it is assigned as Category 2 Development.

As the proposed cinema development is adjacent to a residential zone boundary, the development application will need to be lodged with and assessed by the Development Assessment Commission (the Commission) as a Category 2 development.

I am aware that where a person applies to the Commission for a consent in respect of the Development Plan for a Category 2 development, notice of the application must be given to an owner or occupier of each piece of adjacent land and any other person of a prescribed class. The Commission must give consideration to any representation in writing made by a person entitled to be given a notice and forward to the applicant a copy of any representation that the Commission must consider. The Commission must also allow the applicant an opportunity to respond, in writing, to those representations within the prescribed number of days.

I also understand that if a representation is received within the prescribed number of days, the Commission may, in its absolute discretion, allow the person who made the representation to appear personally or by a representative before it is to be heard in support of the representation.

Many of the detailed design, shadowing, traffic, additional parking requirements and noise issues raised by several adjoining residents and property owners are reasonable and should be addressed in the development assessment phase undertaken by the Commission. My purpose in referencing the planning rules as they affect the forthcoming development proposal is to emphasise that it is incumbent on the Council to ensure that the residents' concerns are taken into account as the final proposal is developed prior to lodgement with the Commission.

If the Council wishes to proceed with the revocation it will need to pass a motion to revoke the community land classification pursuant to subsection 194(3)(b) of the *Local Government Act 1999*.

Thank you for writing to me on this important matter.

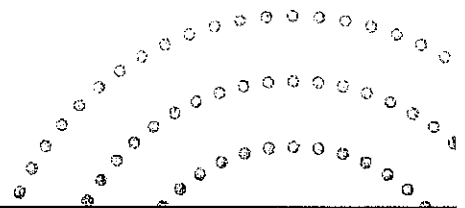
Yours sincerely

A handwritten signature in black ink, appearing to read 'Gail Gago', written over a large, stylized circular flourish.

HON GAIL GAGO MLC

19 / 2 / 2013

Attachment 3



HEADS OF AGREEMENT

CITY OF HOLDFAST BAY

[INSERT TAPLIN ENTITY NO. 1]
[INSERT TAPLIN ENTITY NO. 2]

**Norman
Waterhouse**
LAWYERS

Level 15, 45 Pirie Street
Adelaide SA 5000
Telephone + 61 8 8210 1200
Fax + 61 8 8210 1234
www.normans.com.au

DATE

PARTIES

City of Holdfast Bay ABN 62 551 270 492 of 24 Jetty Road, Brighton SA 5048 (**Council**)

[INSERT TAPLIN ENTITY NO. 1] ACN [INSERT] and [INSERT TAPLIN ENTITY NO. 2]
ACN [INSERT] both of 79 Jetty Road, Glenelg SA 5045 (together called **Taplin**)

BACKGROUND

- A. Council is the registered proprietor of the Sites.
- B. The Sites are currently used for “at grade” car parking supporting existing retail and commercial activities within the Jetty Road Retail Precinct at Glenelg.
- C. Council has identified there is a need for additional car parking in the area.
- D. Taplin has approached Council with a proposal for the Proposed Development to be undertaken on the Sites, which will deliver additional car parking as well as contribute to increased vibrancy in the precinct.
- E. Council has given in-principle support for the Proposed Development and has undertaken certain preliminary steps, including procuring the revocation of the community land classification of the Western (Cinema) Site.
- F. This agreement sets out the framework within which Council and Taplin will work towards the execution of formal documentation for the development of the Sites.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Concept Plans means the plans attached at Annexure A

Design Principles means the principles set out in Annexure D.

Development Contract means a binding agreement required to document and effect the Proposed Development between the parties.

Eastern Site means that portion of the land located on the eastern side of Partridge Street, Glenelg being the whole of the land comprised in Certificate of Title Volume 5840 Folios 214 and 215, Volume 5555 Folio 121 and Volume 5864 Folio 948.

Fundamental Terms means the fundamental terms for the Proposed Development as set out in Annexure C

Objectives means Council's and Taplin's objectives for the Proposed Development as set out in Annexure B.

Proposed Development means the development of a ground floor car park and first floor cinema on the Western (Cinema) Site and the development of a multi-storey car park on the Eastern Site as more particularly detailed in the Concept Plans.

Sites means the Western (Cinema) Site and the Eastern Site.

Western (Cinema) Site means that portion of the land located on the western side of Partridge Street, Glenelg being the whole of the land comprised in Certificates of Title Volume 5117 Folio 402, Volume 5123 Folio 173, Volume 5123 Folio 219, Volume 5324 Folio 96, Volume 5402 Folio 363, Volume 5402 Folio 364, Volume 5651 Folio 969, Volume 5853 Folio 854, Volume 5397 Folio 315, Volume 5397 Folio 316 and Volume 5397 Folio 317.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.6 a reference to this agreement includes any schedules and annexures to this agreement;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.9 a reference to a document includes that document as varied, novated or replaced from time to time;
- 1.2.10 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.11 a provision is not construed against a party only because that party drafted it;

- 1.2.12 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.13 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.14 an expression defined in the *Corporations Act 2001* (Cth) has the meaning given by the Act at the date of this agreement.

1.3 Background

The Background forms part of this agreement and is correct.

2. CONSIDERATION

In consideration of the mutual acknowledgements and undertakings of the parties under this agreement, each party agrees to abide by its respective obligations and undertakings set out in this agreement.

3. PURPOSE OF AGREEMENT

The purpose of this agreement is to establish:

- 3.1 the parties' objectives for the Proposed Development;
- 3.2 the Fundamental Terms for the Proposed Development;
- 3.3 a framework within which the parties will work towards execution of the Development Contract; and
- 3.4 an understanding between the parties with respect to exclusivity regarding the Proposed Development.

4. EXCLUSIVITY

The parties agree, pending termination of this agreement, to deal exclusively with each other with respect to the Proposed Development.

5. PROCESS

Unless otherwise agreed the parties will adopt the following process to progress the Proposed Development:

- 5.1 In addition to the Concept Plans, Taplin to provide to Council (for information purposes) such other plans and specifications as are provided by Taplin to the relevant planning authority (including landscaping plans, traffic management plan, shadowing plans and any other plans submitted to the planning authority).
- 5.2 Taplin to secure a cinema operator before 30 September 2013.
- 5.3 Taplin to seek the advice of the Office for Design and Architecture in relation to the interface and integration of the Proposed Development with its surroundings, being specifically Cowper Street and that portion of Partridge Street adjoining the Proposed Development (both Sites for the avoidance of doubt) and incorporate any reasonable recommendations.

- 5.4 Negotiate the terms of and enter into the Development Contract on terms consistent with:
 - 5.4.1 this agreement;
 - 5.4.2 the Council Objectives and the Taplin Objectives; and
 - 5.4.3 the Fundamental Terms.
- 5.5 Taplin to lodge the Concept Plans for development approval and obtain development approval.
- 5.6 Taplin to finalise detailed design and construction documentation for Council approval (approval to be granted unless inconsistent with the Concept Plans or the Design Principles, whether because of a planning condition or otherwise).
- 5.7 Taplin to call for construction tender.
- 5.8 Taplin to obtain construction finance.
- 5.9 Create Western (Cinema) Site Torrens titles (two) above ground floor level and transfer one title to each Taplin entity.
- 5.10 Commence construction on Western (Cinema) Site and Eastern Site.

6. TIMEFRAMES

The parties will use their reasonable endeavours to achieve the following outcomes within the following timeframes:

- 6.1 execute a Development Contract within one (1) month of execution of this agreement or such further time as the parties may agree;
- 6.2 obtain any recommendations from the Office for Design and Architecture in relation to the Concept Plans within two (2) months of execution of this agreement and any reasonable recommendations (if any) being incorporated in the application referred to in clause 6.3;
- 6.3 submission of an application for development plan consent for the Proposed Development to the relevant planning authority within three (3) months of entering into the Development Contract and to be obtained within nine (9) months of entering into the Development Contract;
- 6.4 development approval or the relevant Minister's consent to be obtained within twelve (12) months of entering into the Development Contract; and
- 6.5 construction finance to be obtained within three (3) months from entering into the Development Contract.

7. ACKNOWLEDGEMENTS

7.1 Taplin

Taplin acknowledges and agrees that by executing this agreement Taplin undertakes, among other matters, to:

- 7.1.1 use reasonable efforts to meet the timeframes set out in clause 6;
- 7.1.2 negotiate with Council in good faith to execute the Development Contract incorporating the Fundamental Terms; and

7.2 Council

Council acknowledges and agrees that by executing this agreement Council undertakes, among other matters, to:

- 7.2.1 use reasonable efforts to meet the timeframes set out in clause 6; and
- 7.2.2 negotiate with Taplin in good faith to execute the Development Contract incorporating the Fundamental Terms.

8. TERMINATION

8.1 Expiry

The term of this agreement commences on the date of execution of this agreement and expires on the earlier of:

- 8.1.1 execution of the Development Contract; or
- 8.1.2 three (3) months from the date hereof

unless terminated earlier in accordance with the rights of termination set out in this agreement.

8.2 Termination

A party may terminate this agreement with immediate effect by giving notice to the other party if:

- 8.2.1 that other party breaches any provision of this agreement and fails to remedy the breach within 20 Business Days after receiving notice requiring it to do so;
- 8.2.2 that other party breaches a material provision of this agreement where that breach is not capable of remedy; or
- 8.2.3 any event referred to in the following subclause happens to that other party.

8.3 Notification of events

Each party must notify the other party immediately if:

- 8.3.1 there is any change in the direct or indirect beneficial ownership or control of that party;
- 8.3.2 that party disposes of the whole or part of its assets, operations or business other than in the ordinary course of business;
- 8.3.3 that party ceases to carry on business;

- 8.3.4 that party ceases to be able to pay its debts as they become due;
- 8.3.5 any step is taken by a mortgagee to take possession or dispose of the whole or part of that party's assets, operations or business; or
- 8.3.6 any step is taken to enter into any arrangement between that party and its creditors; or
- 8.3.7 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of that party's assets, operations or business.

8.4 Rights on termination

Without prejudice to any accrued rights or remedies of either party in respect to any claim or breach, the liability of each party will cease upon termination.

9. MISCELLANEOUS

9.1 Relationship between the parties

- 9.1.1 The relationship between the parties is limited to the purposes of this agreement and is not to be construed as a partnership, joint venture, principal and agent, trust, fiduciary or any other special relationship.
- 9.1.2 The parties will not assume or create or attempt to assume or create, directly or indirectly, any obligation on behalf, or in the name, of the other party.

9.2 Alteration

This agreement may be altered only in writing signed by each party.

9.3 Approvals and consents

Unless otherwise provided, a party may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this agreement.

9.4 Assignment

A party must not assign or otherwise deal with this agreement or any right under it without the written consent of the other party.

9.5 Entire agreement

This agreement:

- 9.5.1 constitutes the entire agreement between the parties about its subject matter;
- 9.5.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

9.6 Waiver

A waiver of a provision of or right under this agreement:

- 9.6.1 must be in writing signed by the party giving the waiver;
- 9.6.2 is effective only to the extent set out in the written waiver.

9.7 Exercise of power

- 9.7.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this agreement is not a waiver of that power or right.
- 9.7.2 An exercise of a power or right under this agreement does not preclude a further exercise of it or the exercise of another right or power.

9.8 Governing law

- 9.8.1 This agreement is governed by the law in South Australia.
- 9.8.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

10. GST

- 10.1 In this clause an expression defined in the *A New Tax System (Goods and Service Tax) Act 1999* (Cth) has the meaning given to it in that Act.
- 10.2 If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST payable by the supplier on the supply.
- 10.3 A party need not make a payment for a taxable supply under or in connection with this agreement until it receives a tax invoice for the supply.

11. NOTICES

- 11.1 A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:
 - 11.1.1 in writing, in English and signed by a person authorised by the sender; and
 - 11.1.2 hand delivered or sent by pre paid post or facsimile to the recipient's address or facsimile number specified below, as varied by any Notice given by the recipient to the sender.
- 11.2 At the date of this agreement, the addresses and facsimile numbers for Notices are:

City of Holdfast Bay

Address: 24 Jetty Road, Brighton SA 5048
Facsimile no: 8298 4561
Attention: Chief Executive Officer

Taplin [insert correct entity]

Address: 79 Jetty Road, Glenelg SA 5045

Facsimile no: 8376 1007

Attention: Mr Andrew Taplin

11.3 A Notice is deemed to be received:

11.3.1 if hand delivered, on delivery;

11.3.2 if sent by prepaid mail, two Business Days after posting (or seven Business Days after posting if posting to or from a place outside Australia);

11.3.3 if sent by facsimile, at the time and on the day shown in the sender's transmission report, if it shows that the entire Notice was sent to the recipient's facsimile number last Notified by the recipient to the sender.

However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

11.4 If two or more people comprise a party, Notice to one is effective Notice to all.

12. **COSTS**

12.1 Upon execution of a Development Contract contemplated by this agreement Taplin agrees to pay or reimburse Council's costs (including legal costs) associated with the Proposed Development to a maximum of \$30,000.00 (inclusive of GST).

12.2 Subject to clause 12.1 each party must pay its own costs of preparing this agreement and any document required by it.

EXECUTED as an agreement

The common seal of City of Holdfast Bay was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer/City
Manager/Town Clerk
(Please delete as applicable)

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer/City Manager/Town
Clerk (print)

OR

Signed for City of Holdfast Bay by its
authorised delegate in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Name of witness (print)

.....
Name of authorised delegate (print)

.....
Position of authorised delegate

EXECUTED by [INSERT TAPLIN ENTITY NO. 1])
PTY LTD in accordance with Section 127(1))
of the Corporations Act 2001:)

.....
*Director/*Sole Director and Sole Secretary

Print Full Name:.....

.....
*Director/*Secretary

Print Full Name:.....

(*please delete the inapplicable title)
(Note: please affix common seal if required by the Company's Constitution)

EXECUTED by **[INSERT TAPLIN ENTITY NO. 2]**)
PTY LTD in accordance with Section 127(1))
of the Corporations Act 2001:)

.....
*Director/*Sole Director and Sole Secretary

Print Full Name:.....

.....
*Director/*Secretary

Print Full Name:.....

(*please delete the inapplicable title)
(Note: please affix common seal if required by the Company's Constitution)

DRAFT

Annexure A Concept Plans

DRAFT

Annexure B Objectives

Council has the following objectives for the Proposed Development:

1. To secure a nett increase in public car park spaces across the Sites (currently 235 spaces), taking into account the car parking requirements of the cinema and in any event to achieve a minimum number of 370 spaces across the Sites.
2. To retain ownership of and operational control over car parking, in order to generate ongoing revenue from parking and ensure ongoing access to parking by the public (on terms determined by Council).
3. To facilitate economic development in the precinct through the construction of a new cinema complex and to improve vibrancy/appeal and visitor attraction.
4. To ensure appropriate use of Council assets and funds and obtain value for Council's contributions.
5. To ensure certainty in the development outcome (i.e. that the Proposed Development is completed and Council has oversight going forward to ensure the Proposed Development meets Council expectations in terms of design and community engagement) and manage financial risk (i.e. that Council does not pay money (or make other contributions)) for a development that is not completed.

Taplin has the following objectives for the Proposed Development:

1. To develop and be the owner of a cinema complex and venue suitable for the screening of all types of films, entertainment and exhibitions, but not to be used as a hotel, tavern, nightclub, discotheque or live music venue/concert hall (unless where part of a special event).
2. To provide patrons of the cinema complex with car parking (first four (4) hours free) in the Council car parks to be constructed.
3. To work with Council to develop a facility which provides amenity and services to the community.

Annexure C Fundamental Terms

The following are fundamental terms for the Proposed Development and must be reflected in the Development Contract:

1. WESTERN (CINEMA) SITE

- 1.1 Council will retain ownership of the ground floor of the Western (Cinema) Site, subject to certain rights to the extent necessary to provide access and rights of support for the benefit of the first floor community strata lots to be granted to Taplin. It is intended that those rights will be granted by way of registered rights of way over the Council's car park community strata lot in favour of the two (2) Taplin lots, but minimising any impact on Council's lot.
- 1.2 Taplin will consult with the Office for Design and Architecture in relation to the Concept Plans (but not the interior of the cinema) and incorporate any reasonable recommendations.
- 1.3 Taplin will be responsible to obtain development authorisation and all statutory approvals for the car park works and the cinema.
- 1.4 Taplin will procure the preparation of detailed plans and specifications for the car park works and the cinema consistent with the Concept Plans and Design Principles.
- 1.5 Taplin will obtain Council's approval for the detailed plans and specifications as they relate to the car park, the external structure of the cinema (including lifts, stairways and supports) and the Cowper Street and Partridge Street streetscape upgrade works (but not the interior of the cinema) in conjunction with the planning process but prior to undertaking any works. Council approval will be granted if the detailed plans and specifications are consistent with the Concept Plans and Design Principles. Council approval must be obtained to any variations including as a result of incorporating reasonable recommendations by the Office for Design and Architecture, during the planning process and during construction.
- 1.6 The undertaking of the Proposed Development is subject to Taplin obtaining:
 - 1.6.1 development approval;
 - 1.6.2 construction finance;and Taplin undertakes to provide Council with evidence of satisfaction of these conditions promptly and in any event within a week of development approval being granted and construction finance being obtained.
- 1.7 Council will provide vacant possession of the Western (Cinema) Site.
- 1.8 Taplin will demolish the existing Council-owned buildings at 5 and 7 Partridge Street, and

- 1.8.1 Taplin will procure the amalgamation of the existing titles as required to create three (3) Torrens titles. One of the Torrens titles will be created at ground level and the remaining two Torrens titles will be created "in air" at first floor level above a specified reduced level.
- 1.8.2 Following the transfer of the two Torrens titles to Taplin (see clause 1.8.1), when construction of the Proposed Development is sufficiently advanced Taplin will procure the undertaking of a community title division of the three Torrens titles to create three community strata lots and common property. Council will own the lot comprising the ground floor car park and Taplin will own the two (2) lots situated at first floor level. Lifts, stairs, travelator and roof to form part of the Taplin lots. The scheme description and by-laws must reflect the permitted uses of the lots. Common property will be minimised and voting rights set up so that neither Council nor Taplin (even if both entities vote together) can out vote the other.
- 1.9 The community lots comprising the first floor cinema will be height limited to two (2) metres higher than the maximum height of the proposed building (as set out in the Concept Plans) but excluding service infrastructure as required to carry out and maintain the business to be carried out in the Proposed Development, which infrastructure shall be permitted to exceed that maximum height but only up to a further three (3) metres.
- 1.10 Council will transfer to Taplin at Taplin's cost and in consideration for Taplin agreeing to construct the Council car parks two Torrens title allotments "in air" at a height above the ground floor car park. That transfer will take place when all conditions precedent to the Development Contract have been satisfied and prior to commencement of construction.
- 1.11 If Taplin fails to commence construction of the Proposed Development within an agreed period as set out in the Development Contract Taplin will be obliged at its cost to retransfer the two (2) Torrens title allotments in air to Council.
- 1.12 Taplin will procure the construction of the car park (including line marking and installation of all required services and infrastructure including electricity, water, lights, fire safety, lifts and stairs but excluding installation of boom gates and ticketing infrastructure) and the cinema at Taplin's cost in accordance with the approved detailed plans and specifications (see clause 1.5), and all statutory approvals granted in respect of the works by all relevant authorities.
- 1.13 Council is not required to contribute to the costs of design and construction of the car park and cinema on the Western (Cinema) Site.
- 1.14 Taplin must provide a copy of the executed construction contract to Council, but on a confidential basis.
- 1.15 Taplin must provide a works program to Council and make progress reports to Council as and when required.
- 1.16 Taplin must effect practical completion of the car park and cinema within eighteen (18) months from commencement of construction.
- 1.17 Taplin must ensure that all warranties and certifications, guarantees and rights pursuant to defects liability periods under any design or construction contracts

that relate to any structure to be owned by Council are assigned or novated to Council.

1.18 Taplin will permit Council to inspect the works during construction, subject to the requirements of the building contractor and the terms of the building contract relating to safety requirements.

1.19 Taplin will at Taplin's cost:

1.19.1 undertake streetscape improvements to Cowper Street from Jetty Road to the proposed new cinema complex and that portion of Partridge Street adjoining the Proposed Development (both sides) in accordance with the detailed plans and specifications approved by Council (see clause 1.5) and ensuring that vehicle and pedestrian access is maintained and Cowper Street is developed to a standard that continues to allow access by commercial vehicles;

1.19.2 underground power lines and high voltage lines in Cowper Street from Jetty Road to the proposed new cinema complex and on the western side of Partridge Street and underground the power pole on the Eastern Site.

2. EASTERN SITE

2.1 Council will retain ownership of the Eastern Site and all improvements made to it, at ground and first floor levels.

2.2 Taplin will procure the preparation of detailed plans and specifications for the construction of a ground floor car park and first floor car park deck on the Eastern Site, with capacity for a second floor deck to be constructed at a later date, in accordance with the Concept Plans and Design Principles for the Eastern Site.

2.3 Taplin will obtain Council's approval for the detailed plans and specifications in conjunction with the planning process but prior to undertaking any works. Council approval will be granted if the detailed plans and specifications are consistent with the Concept Plans and the Design Principles. Council approval must be obtained to any variations including as a result of reasonable recommendations by the Office for Design and Architecture, during the development assessment process and during construction.

2.4 Taplin is responsible to obtain development authorisation and all statutory approvals for the car park.

2.5 Taplin will procure the construction of the car park (including line marking and installation of all required services and infrastructure including electricity, water, lights, fire safety, lifts and stairs but excluding installation of boom gates and ticketing infrastructure) in accordance with the approved detailed plans and specifications (see clause 2.3), and all statutory approvals granted in respect of the works by all relevant authorities.

2.6 Council's contribution to all costs including but not limited to all costs in respect of the design, planning and construction of the car park (including all consultants fees incurred in respect of the design, planning and construction of the car park) will be limited to the lesser of:

- 2.6.1 \$2,500,000.00 exclusive of GST; or
- 2.6.2 the final cost of the car park less \$1,000,000.00 (exclusive of GST).
- 2.7 Taplin will be responsible for all costs of design and construction over and above Council's contribution.
- 2.8 Council's contribution will be made by way of monthly progress payments which must be certified by the Project Architect. The Council's contribution will be made after Taplin has first made its contribution to the costs referred to in clause 2.6.
- 2.9 Taplin must provide a copy of the executed construction contract to Council, but on a confidential basis.
- 2.10 Taplin must provide a works program to Council and make progress reports to Council as and when required.
- 2.11 Taplin must effect practical completion of the car park by the date upon which the development on the Western (Cinema) Site is required to reach completion.
- 2.12 Taplin must ensure that all warranties, guarantees and rights pursuant to defects liability periods under any design or construction contracts are assigned or novated to Council.
- 2.13 Taplin will permit Council to inspect the works during construction, subject to the requirements of the building contractor and the terms of the building contract relating to safety requirements.

3. GENERAL

- 3.1 Taplin must ensure a minimum of 370 car park spaces are provided across both Sites.
- 3.2 It is acknowledged that Taplin may negotiate with the owner of Allotment 55 to obtain their agreement to the construction of the decked car park over that owner's land, as an option to deliver a certain number of car parks on the Eastern Site. In that event Council will support Taplin in relation to such negotiations, but does not commit to granting the owner rights over Council land or entering into any other agreements required to secure that arrangement.
- 3.3 If agreement cannot be reached and the deck cannot be built over Allotment 55 (for whatever reason) then Taplin must deliver the minimum number of spaces across both Sites in some other manner.
- 3.4 Council to provide unrestricted access to Sites to undertake the Proposed Development upon the giving of seven (7) days written notice.
- 3.5 Taplin must provide such additional car park spaces over and above the 370 minimum spaces as are determined by the Development Assessment Commission to be required to meet the needs of the cinema.
- 3.6 Taplin will procure a performance bond naming the Council as a beneficiary to secure the completion of all works and other obligations contemplated by this

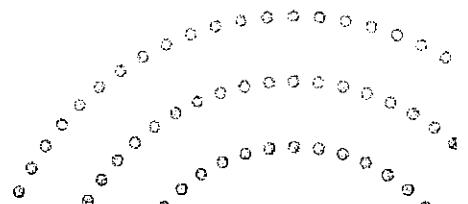
agreement and the Development Contract prior to the commencement of the works or alternatively enter into an agreement with the construction financier and Council (and the builder, if considered necessary) entitling the construction financier and Council (as applicable) to exercise step in rights in respect of Taplin's obligations under the Development Contract either in the event of breach by Taplin of its obligations under the Development Contract or in the event of a breach by Taplin of its obligations under its finance arrangements with the construction financier so that the obligations of Taplin in favour of the Council are met to Council's satisfaction.

- 3.7 Council will grant to Taplin such rights of access to the Sites as are required by Taplin to enable construction of the Proposed Development, including temporarily closing adjacent streets, at no cost to Taplin.
- 3.8 Taplin will use its reasonable endeavours to minimise disruption to the public and local businesses during construction and stagger construction to enable as many car parking spaces to remain available for as long as possible to the extent practicable and safe, however it is acknowledged that there will be a point in construction at which for practicability and safety reasons both car parks will need to be closed.
- 3.9 Council acknowledges and agrees that Taplin as the owner of the Taplin lots, and any successor in title to Taplin together with the customers of the cinema situated in the Taplin lots will have the right to park in the car parks at both Sites, together with members of the general public. Council must grant to Taplin (for the benefit of cinema patrons) the right to four hours' free parking at both Sites but otherwise with no greater right than members of the general public to park and Council must remain contractually bound to provide parking on those conditions for the life of the development (from practical completion). Those rights will also be contained in the by-laws of the community corporation.
- 3.10 Council will not reduce car park spaces below 370 across both Sites but may increase car park spaces
- 3.11 The operator of the cinema will be permitted (at the cost of the operator and subject to obtaining all statutory approvals) to display signage on both Sites advertising the free parking arrangement.

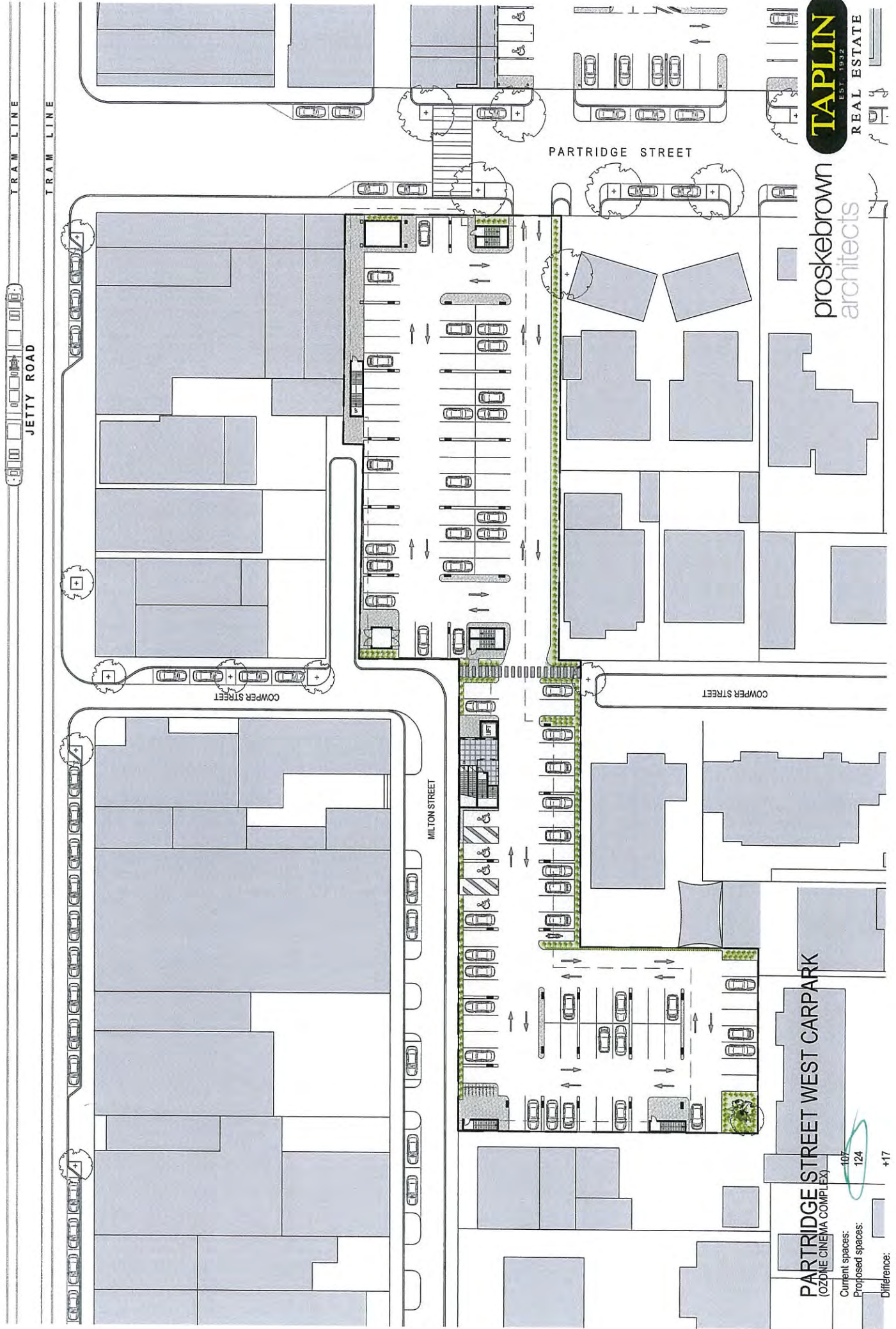
Annexure D Design Principles

- Provision of quality urban design outcomes and streetscape improvements, particularly along Partridge Street and from Cowper Street to Jetty Road.
- Incorporate Crime Prevention Through Environmental Design (CPTED) and / or Safer by Design principles including, but not limited to, the following:
 - Sufficient, consistent and well-placed lighting (eg. to minimise dark areas)
 - Enhanced visibility and sightlines, particularly in places where risk to public safety is high such as adjacent stairwells, lobby entrances and pedestrian thoroughfares
 - High levels of pedestrian access
 - Clear directional signage (including to emergency services and public toilet facilities) and a legible public realm, including clearly defined public entry points to buildings and parking areas
 - Minimising potential hiding and entrapment spots
 - Integration of (or allowance for) security services / equipment and anti-vandalism mechanisms
 - Spaces allocated for future ticketing infrastructure located within high activity and visible areas.
- Consideration of articulated frontages to public streets and areas to retain visual interest.
- Minimising impacts on adjoining and adjacent sensitive uses, including ensuring both visual and acoustic privacy and air quality.
- Design and scale that is sympathetic to adjacent heritage buildings or buildings with streetscape significance.
- Incorporate Environmentally Sustainable Design (ESD) features where practical (eg. green facades, efficient lighting, reduced energy and water needs, etc).
- Adopt sound traffic management practices, including:
 - minimising impacts on local traffic movements and residential properties facing Cowper Street, including during construction
 - maintaining vehicle access to adjacent properties, including during special events in the precinct when Jetty Road is temporarily closed to traffic
 - safe and convenient traffic circulation within car parking areas
 - location and design of loading/unloading and service areas to minimise impacts on adjacent residential areas
 - minimising impacts on operations of existing shops (eg. loading/unloading, service areas and movement of goods)
 - ensuring access and suitable road treatments for private, commercial (eg. garbage collection, delivery vehicles) and emergency vehicles in Cowper Street
 - bicycle access and parking facilities.
- Maximising car parking efficiency.
- Inclusion of in-built 'future proofing' strategies to provide maximum development flexibility.

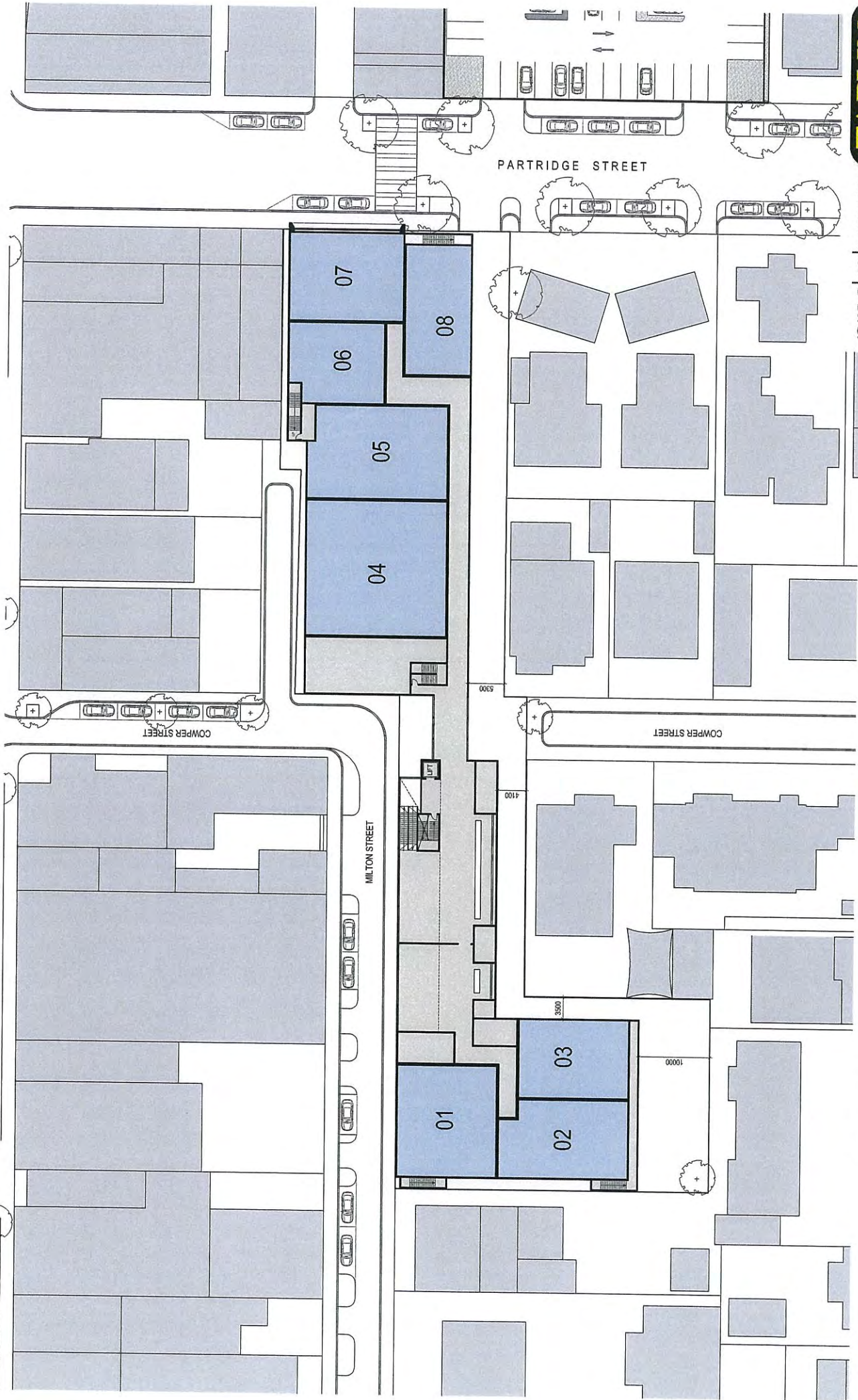
Attachment 4



OZONE CINEMA COMPLEX - GROUND FLOOR PLAN



OZONE CINEMA COMPLEX - FIRST FLOOR PLAN



CINEMAS



CIRCULATION & AMENITIES



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architects

TAPLIN
EST. 1932
REAL ESTATE

OZONE CINEMA COMPLEX - VIEW FROM PARTRIDGE STREET

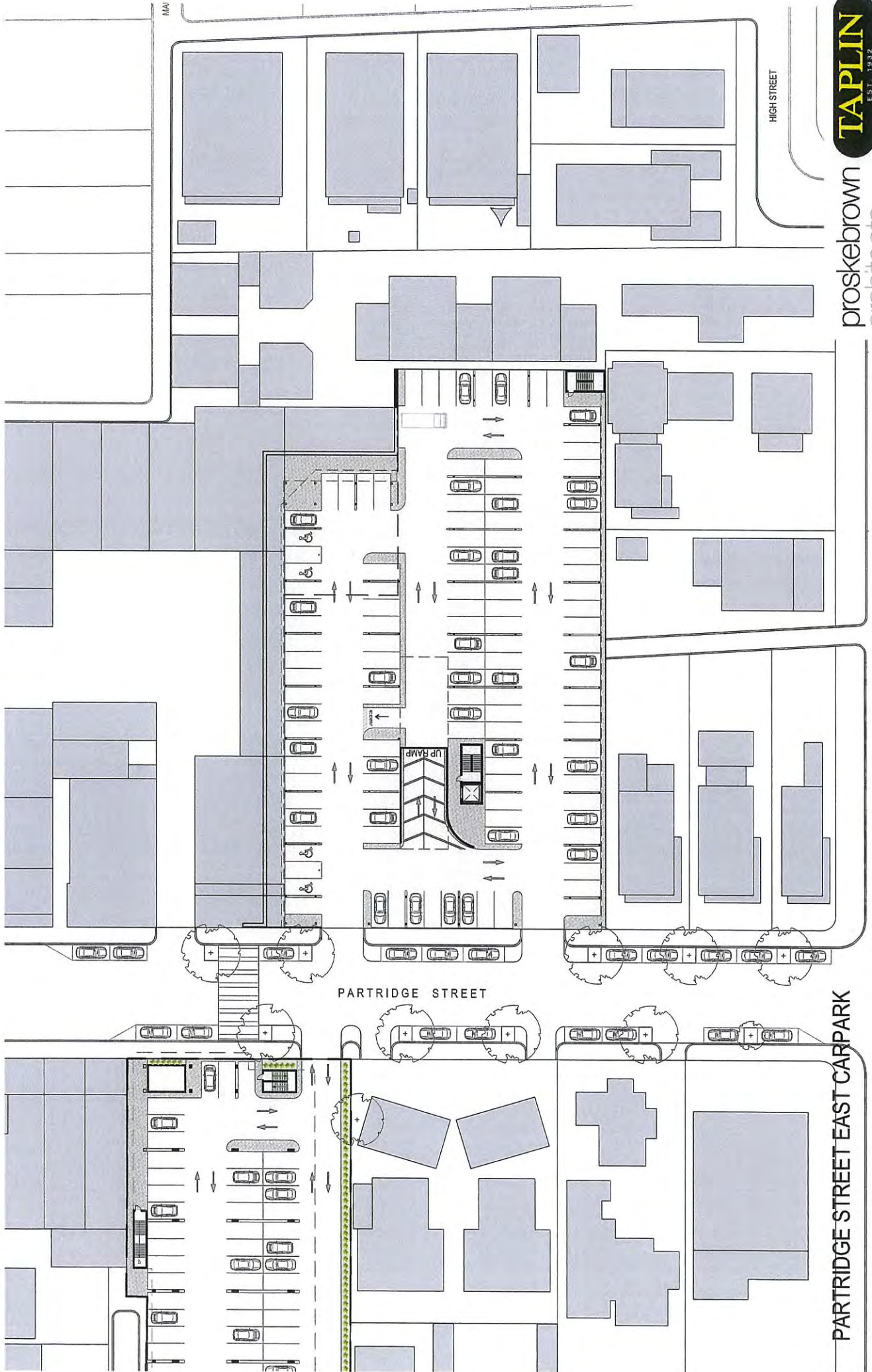


proskebrown
architects

TAPLIN
EST. 1932
REAL ESTATE



EAST CARPARK - GROUND FLOOR PLAN



Current spaces: 129
 Proposed spaces: 254
 Difference: +125

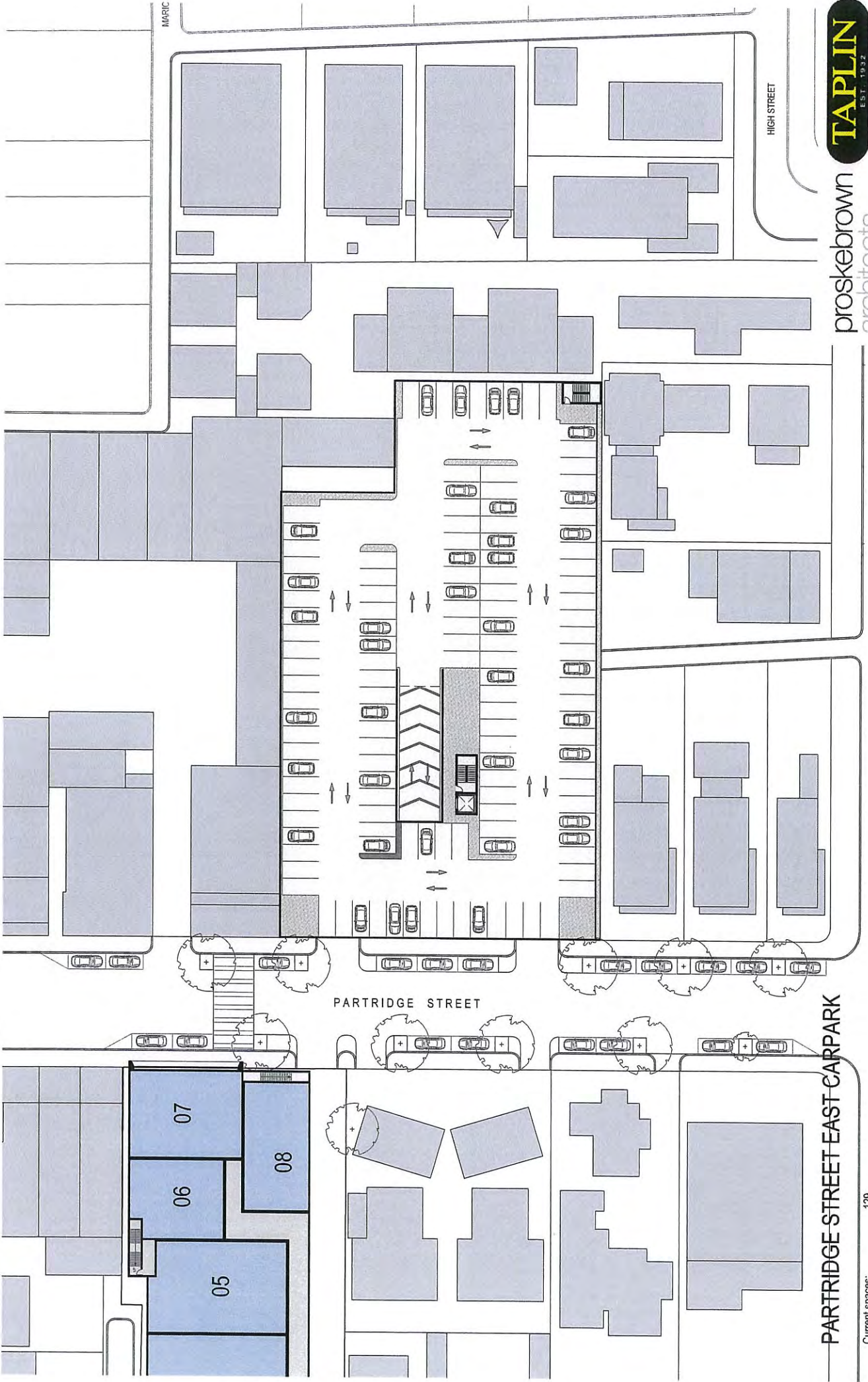
4.7m deck

PARTRIDGE STREET EAST CARPARK

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EAST CARPARK - FIRST FLOOR PLAN



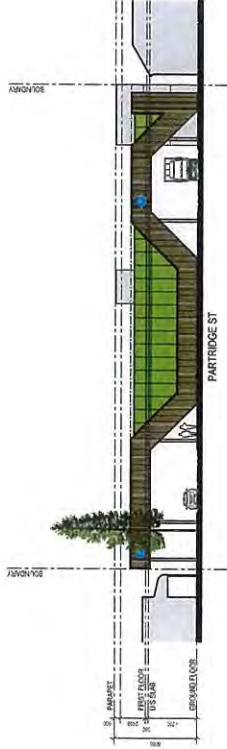
Current spaces: 129
Proposed spaces: 254
Difference: +125

PARTRIDGE STREET EAST CARPARK

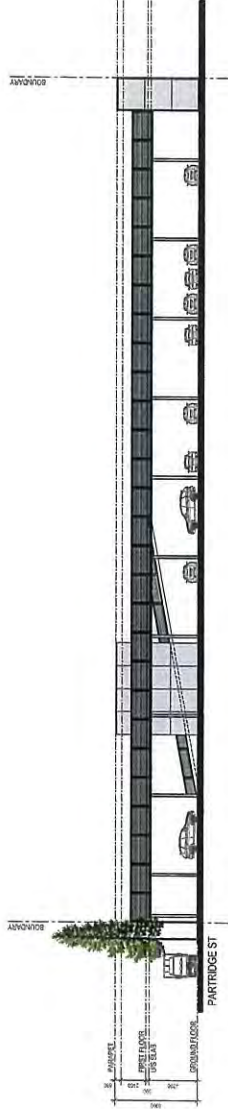
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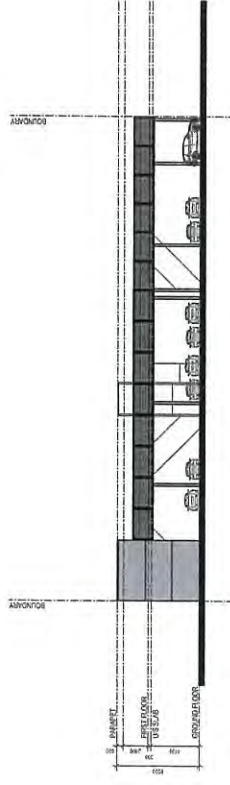
EAST CARPARK - PROPOSED ELEVATIONS



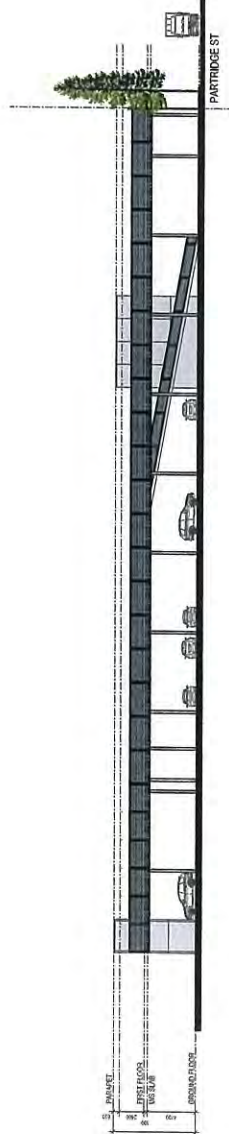
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

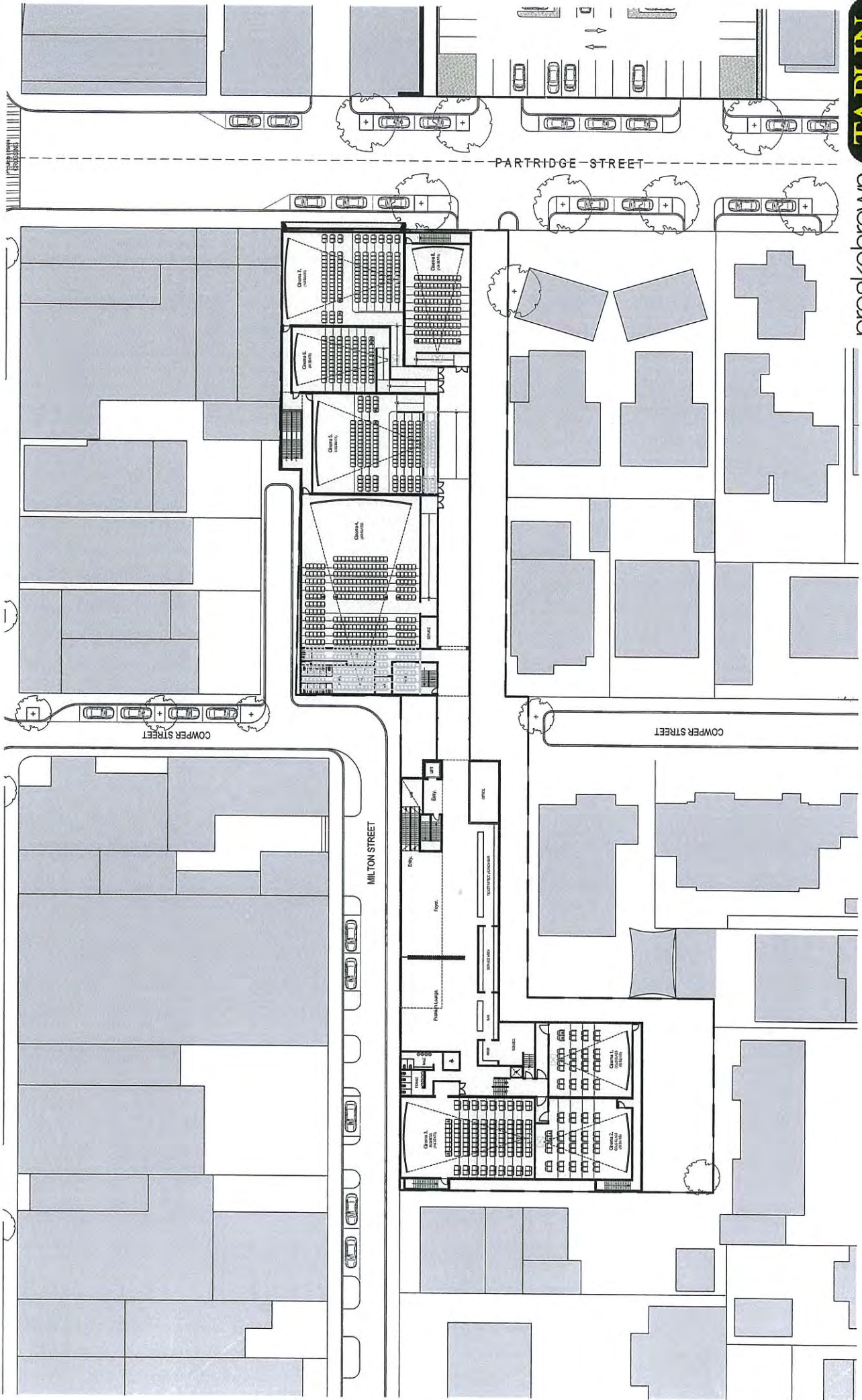


NORTH ELEVATION

EAST CARPARK - VIEW FROM PARTRIDGE STREET



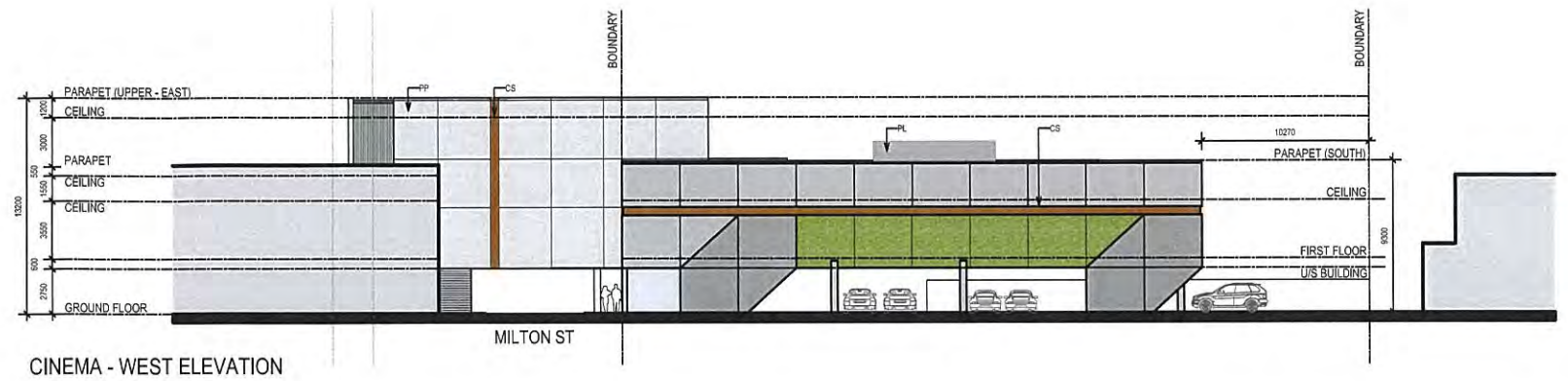
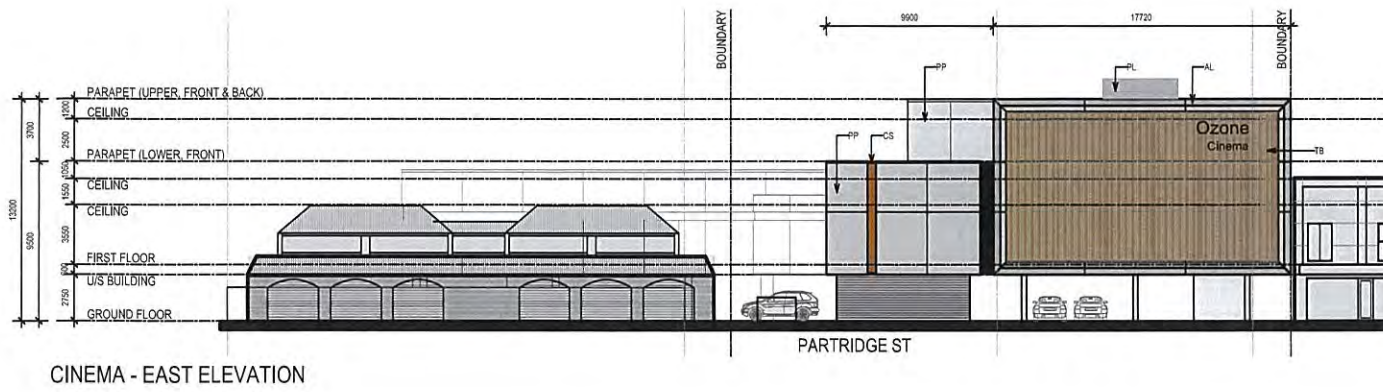
OZONE CINEMA COMPLEX - FIRST FLOOR PLAN



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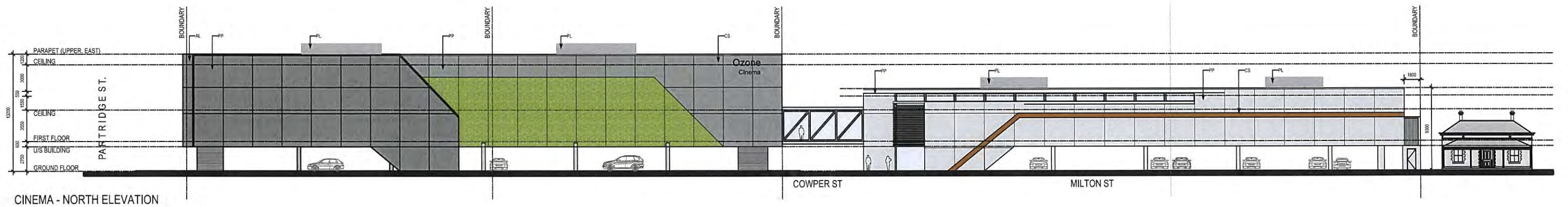
TAPLIN
EST. 1992
REAL ESTATE

OZONE CINEMA: ELEVATIONS

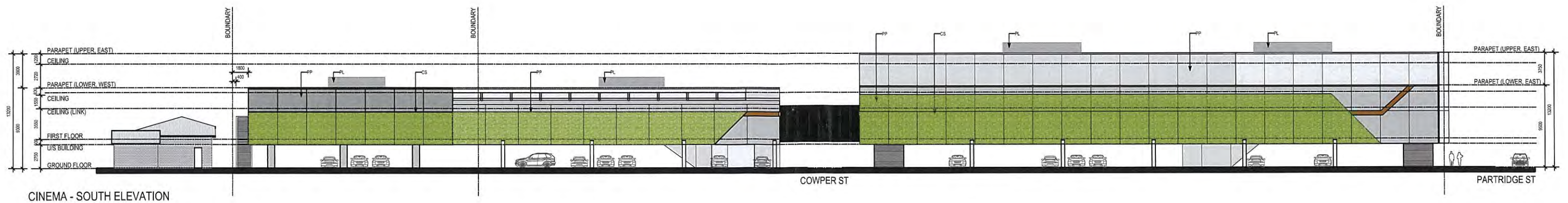


CINEMA - EAST ELEVATION

CINEMA - WEST ELEVATION



CINEMA - NORTH ELEVATION



CINEMA - SOUTH ELEVATION



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TAPLIN
EST. 1932
REAL ESTATE

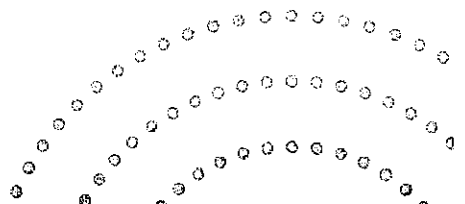
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PRELIMINARY

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Attachment 5



GLENELG CINEMA AND CARPARK PROJECT

Assessment of Draft Heads of Agreement against Council resolution and outcomes of Elected Members Workshop

Recommendation/Issue	Included in Heads of Agreement Y/N?	How?	Comments
Council resolution dated 10 July 2012			
<ul style="list-style-type: none"> a cinema complex is developed above the council owned land in the Partridge Street West/Cowper Street/Milton Street precinct 	Yes	Included in Fundamental Terms (Annexure C)	Clause 1.1 in Annexure C states that Council will retain ownership of the ground floor of the Western (Cinema) Site, subject to certain rights (eg. rights of access and support) to the first floor community strata lots to be granted to Taplin.
<ul style="list-style-type: none"> the existing titles are amalgamated and community titles be established to reflect the ownership of the cinema building by the Taplin Group and the ground level car park by Council, subject to community consultation as required by the Local Government Act, 1999 with respect to Community Land 	Yes	Within 'Background' and Included in Fundamental Terms (Annexure C)	<p>Clause 1.8 in Annexure C of the Agreement contemplates amalgamation of existing titles to create three Torrens Titles at Taplin's cost and community title division of the three Torrens Titles once development is sufficiently advanced. Council will own the lot comprising the ground floor carpark and Taplin will own the two (2) lots situated at first floor level.</p> <p>Consultation on proposed revocation of community land status occurred between 24 July and 17 August 2012 and Ministerial approval for revocation was granted on 19 February 2013 subject to Council endorsement.</p> <p>The 'Background' to the Agreement acknowledges that Council has undertaken certain preliminary steps, including procuring the revocation of the community land classification of the Western (Cinema) Site.</p>
<ul style="list-style-type: none"> the Taplin Group to demolish the Council owned buildings at 5 and 7 Partridge Street at its cost and convert into car parking spaces 	Yes	Included in Fundamental Terms (Annexure C)	Clause 1.8 in Annexure C requires Taplin to demolish the existing Council-owned buildings at 5 and 7 Partridge Street.
<ul style="list-style-type: none"> the Taplin Group to construct a decked car park, at its cost, on Council's Partridge 	Yes	Included in Fundamental Terms	Clause 2.1 in Annexure C confirms that Council will retain ownership of the Eastern Site and all improvements made to it, at ground and

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
<p>Street east property with Council retaining ownership of the land and new decked car park</p>		(Annexure C)	<p>first floor levels.</p> <p>Clauses 2.5 and 2.7 in Annexure C also clarify that Taplin will procure the construction of the carpark (including line marking and installation of all required services and infrastructure including electricity, water, lights, fire safety, lifts and stairs but excluding boom gates and ticketing infrastructure) in accordance with the approved plans and specifications, and that Taplin will be responsible for all costs of design and construction over and above Council's contribution (see below).</p>
<ul style="list-style-type: none"> • Council to contribute the lesser of (i) \$2.5 million or (ii) cost of a decked car park less \$1.0 million; to the Taplin Group for the building a new decked car park 	Yes	Included in Fundamental Terms (Annexure C)	<p>Clause 2.6 in Annexure C confirms that Council's contribution to all costs including but not limited to all costs in respect of the design, planning and construction of the car park (including all consultants fees incurred in respect of the design, planning and construction of the car park) will be limited to the lesser of:</p> <ul style="list-style-type: none"> • \$2,500,000.00 exclusive of GST; or • the final cost of the car park less \$1,000,000.00 (exclusive of GST).
<ul style="list-style-type: none"> • the Taplin Group is to provide a minimum of 370 car spaces across both Partridge Street sites, or greater if required to do so to meet any development consent conditions 	Yes	Refer Fundamental Terms (Annexure C)	<p>Clause 3.1 in Annexure C requires that Taplin will ensure a minimum of 370 car park spaces in accordance with Council's resolution.</p> <p>Clauses 3.2 and 3.3 in Annexure C also note that Taplin's ability to provide the agreed number of spaces is dependent on building over Allotment 55 which is not owned by Council. While the Agreement notes that Council will support Taplin in negotiations with the owner of that allotment, Taplin will still be required to provide a minimum number of 370 spaces if negotiations fail.</p> <p>Clause 3.5 in Annexure C also requires Taplin to provide additional car park spaces over and above the 370 minimum spaces as are determined by the DAC to be required to meet the cinema needs.</p> <p>Notwithstanding the above Clauses, the latest Concept Plans</p>

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
			provided by the Taplin Group envisage construction of 378 car parks across both sites, including Allotment 55.
<ul style="list-style-type: none"> the Taplin Group to undertake streetscape improvements surrounding the cinema complex including undergrounding of high voltage power lines 	Yes	Refer Fundamental Terms (Annexure C)	Clause 1.19 now contemplates streetscape improvements and undergrounding of power lines in both Cowper Street (from Jetty Road to the new cinema complex) and Partridge Street adjoining both the western and eastern sites. Clause 1.5 in Annexure C also requires Council's approval for these works.
<ul style="list-style-type: none"> Council to own and operate car parks and provide a minimum of four hours free parking to cinema patrons 	Yes	Included in Fundamental Terms (Annexure C)	Consistent with Taplin's original proposal, Clause 3.9 in Annexure C states that Council must remain contractually bound to provide the right to four (4) hours free parking for cinema patrons at both sites (but otherwise with no greater right than members of the general public to park) for the life of the development. This Clause also anticipates that these rights will be reflected in the By-Laws of the Community Corporation.
<ul style="list-style-type: none"> that advice be sought from the Integrated Design Commission at the commencement of, and throughout the project, to ensure that the best possible visual and urban design outcomes are achieved, in particular in respect to integrating the development with its surroundings, and ensuring easy access to and through the site for pedestrians 	Yes	Included in 'Process' (Clause 5), 'Timeframes' (Clause 6) and Fundamental Terms, (Annexure C)	The Integrated Design Commission has been replaced by the Office for Design and Architecture SA (ODASA). Clause 5.3 of the Agreement requires that Taplin consult with ODASA in relation to the interface and integration of the Proposed Development with its surroundings (ie. Cowper and Partridge Streets). Clause 6.2 requires that the design review occur within two months of execution of the Agreement and incorporate any reasonable recommendations in plans lodged for development consent. Annexure C of the Agreement also requires Council's approval for any significant variations resulting from the design review process.
<ul style="list-style-type: none"> Taplin Group to provide minimum four hours free parking to the general public at the Bayside Village 	No	-	Reciprocal parking rights at Bay Village shopping centre are no longer included in the draft Agreement. Taplin has advised, based on previous experience, that unrestricted parking in the shopping centre has a significant detrimental impact on foot traffic and turnover of the centre.

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
<ul style="list-style-type: none"> The Taplin Group be required to relocate the existing tenants of 5 and 7 Partridge Street to suitable premises within the Jetty Road Glenelg precinct for a period of no less than 12 months at no cost to the tenants 	No	Refer Fundamental Terms (Annexure C)	<p>Clause 1.7 in Annexure C requires that Council provides vacant possession of the Western (Cinema) site to ensure development timeframes can be met.</p> <p>The building at 5 Partridge Street is currently vacant and 7 Partridge Street is occupied on a monthly basis by Workskill. It is proposed that appropriate advanced notice will be provided to Workskill of the need to vacate once development timeframes are understood.</p>
<ul style="list-style-type: none"> The Heads of Agreement be subject to a condition precedent that public consultation be undertaken and Ministerial approval be given for the revocation of Community Land status as required by the Local Government Act 1999 and a failure to obtain Ministerial approval will necessarily result in the abandonment of the proposal without any liability for the Council 	Partly	Refer 'Background'	<p>As above, consultation on proposed revocation of community land status occurred between 24 July and 17 August 2012 and Ministerial approval for revocation was granted on 19 February 2013 subject to Council endorsement.</p> <p>This Report recommends that Council consider formal revocation of the community land status based on the Minister's approval in the context of considering the Heads of Agreement and the process it will establish with the Taplin Group for proceeding with the development.</p>
<ul style="list-style-type: none"> The community title created for the cinema complex is limited to two metres higher than the maximum height of the proposed building 	Partly	Refer Fundamental Terms (Annexure C)	<p>Clause 1.9 in Annexure C states that the community lots comprising the first floor cinema will be height limited to two (2) metres higher than the maximum height of the proposed building (as set out in the Concept Plans) but excluding 'service infrastructure' as is required to carry out and maintain the business to be carried out in the proposed development.</p> <p>Service infrastructure associated with carrying out the cinema operation will therefore be permitted to exceed that maximum height by a further three (3) metres under this Clause (ie. thereby allowing this infrastructure to be up to five (5) metres high if required).</p>
<ul style="list-style-type: none"> A further report be presented to Council after the Heads of Agreement has been 	N/A	-	Purpose of this Report.

Recommendation/ Issue	Included in Heads of Agreement Y/N?	How?	Comments
<p>drafted for Council's consideration prior to a commitment being made to proceed</p>			
<p>Council Workshop held 16 July 2013</p>			
<ul style="list-style-type: none"> How do we ensure there is no change in use of the cinema building in the future 	No	-	<p>While the Scheme Description will reflect what each lot is able to be used for as part of the community title documentation, there can be no guarantee that a change in use will not occur in the future if the cinema becomes unviable. Any such proposal would, however, require consideration by the Community Corporation (which includes Council) and be subject to a future development application to consider its merits. Importantly, voting rights under the community corporation arrangements are intended to be set up so that neither Council, nor the two Taplin entities (even if voting together) can 'out-vote' the other party.</p>
<ul style="list-style-type: none"> Ensure 'Titles 'in air' cannot be on-sold in the future 	No	-	<p>As above, while the community title arrangements will confirm the use of the titles in air as a cinema, the future sale of the lots cannot be prevented. Further, it would be unreasonable to prevent on-selling of these titles in the future (eg. if the owner goes bankrupt or fails to appropriately manage the facility and it becomes unviable).</p>
<ul style="list-style-type: none"> Unclear why two titles are proposed 'in air' to separate entities 	Yes	Refer 'Process' (Clause 5),	<p>The Agreement envisages Execution by Council and two (2) Taplin entities as parties to the Agreement. The Taplin Group has advised that the two titles are required for internal structuring purposes (ie. separate corporate entities).</p> <p>Clause 5.9 of the Agreement confirms that Taplin intends to initially create two Torrens Titles above ground floor level and transfer one title to each Taplin entity. Clause 1.8.2 in Annexure C contemplates division of the Western (Cinema) site into three Community Strata Lots and common property, with Taplin owning the two lots 'in air' and Council owning the ground floor carpark.</p>
<ul style="list-style-type: none"> Access by pedestrians, cars and 	Yes	Included in Design Principles (Annexure	<p>Clause 1.19.1 in Annexure C now contains an express obligation for Taplin to ensure that Cowper Street is constructed to continue to</p>

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
<p>commercial vehicles (eg. road pavement of suitable standard) must be maintained to Cowper Street</p>		D)	<p>allow access by commercial vehicles. The Design Principles in Annexure D also reinforce the need for quality design outcomes and streetscape improvements to both Cowper and Partridge Streets as well as ensuring access and suitable road treatments for private, commercial (eg. garbage collection, delivery vehicles) and emergency vehicles in Cowper Street. Traffic and access issues also to be considered as part of development assessment process.</p>
<ul style="list-style-type: none"> Continuing and guaranteed availability and access to car parking during construction 	Partly	Refer Fundamental Terms (Annexure C)	<p>Clause 3.8 in Annexure C requires that Taplin will use reasonable endeavours to minimise disruption to the public and local businesses during construction and stagger construction to enable as many car parking spaces to remain available for as long as possible to the extent practicable and safe. This Clause acknowledges, however, that there will be a point during construction at which both car parks will need to be closed for safety and practicality reasons.</p> <p>The Traffic Management Plan submitted as part of the development application should also address parking supply during construction period.</p>
<ul style="list-style-type: none"> Number of carparks required for cinema patrons and community access to sufficient number of car parks 	No	-	<p>While the Agreement states that 370 car park spaces will be provided and the latest Concept Plans envisage construction of 378 car parks across both sites (including Allotment 55 which is not owned by Council), it also confirms that Taplin must also construct such additional car parking spaces above the 370 spaces if required by DAC to meet the needs of the cinema under the <i>Development Act 1993</i>.</p> <p>Car parking requirements for the cinema will therefore be assessed as part of the development assessment process by DAC. This assessment will need to be based on standard parking rates, peak versus off-peak parking demands, availability of shared parking in the precinct, public transport access and outcomes of traffic assessments and the Traffic Management Plan.</p>

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
<ul style="list-style-type: none"> • Overshadowing from development to adjacent buildings and need for shadowing plans 	No	Development assessment matter	<p>Potential impacts resulting from the proposed development, including any unreasonable overshadowing will need to be considered as part of the development assessment process by DAC.</p> <p>While some shadow diagrams have been provided for the Western (Cinema) Site only, these require some revision to better clarify potential impacts from the cinema building in isolation of existing conditions. Clause 5.1 of the Agreement confirms that final shadow diagrams will be prepared for the purposes of the planning assessment process and that these plans will be made available to Council for information purposes only.</p>
<ul style="list-style-type: none"> • Access to lifts and consider an external lift 	Partly	Refer Fundamental Terms (Annexure C)	<p>Clause 1.5 in Annexure C of the Agreement requires that Taplin will obtain Council's approval for the detailed plans and specifications as they relate to the car park, the external structure of the cinema (including lifts, stairways and supports) and the streetscape upgrade works in conjunction with the planning assessment process but prior to undertaking any works. Clause 1.8 also confirms that the lifts and travelator are proposed to form part of the Taplin lots, meaning that there will be no obligation on Council to contribute financially to maintenance, repair or replacement of this infrastructure.</p> <p>An external lift is not considered feasible or practical by the Taplin Group from both a design and financial point of view and is therefore not proposed as part of the latest Concept Plans. Lifts will need to be located in the most accessible position(s) for users of the car parking facility and, desirably, their associated service infrastructure should be suitably screened from view from public spaces or adjacent properties.</p>
<ul style="list-style-type: none"> • Pedestrian access / safety 	Partly	Refer Design Principles (Annexure D)	<p>Annexure D in the Agreement requires Crime Prevention Through Environment Design (CPTED) and 'Safer by Design' principles to be considered in the final design to ensure user and pedestrian safety, as well as safe and convenient traffic circulation within car parking</p>

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
			<p>areas. These matters will need to be considered as part of the ODASA Design Review and development assessment process by the DAC (including within the Traffic Management Plan).</p> <p>Pedestrian safety during construction should also be included within the Traffic Management Plan and ongoing collaboration with Council's Assets department during the development phase.</p>
<ul style="list-style-type: none"> Query four hours free parking in perpetuity (two hours free may be more appropriate) 	Partly	Refer to Fundamental Terms (Annexure C)	<p>Based on Council's resolution on 10 July 2012 and the original commercial proposition put to Council by the Taplin Group, the current Agreement states that Council must remain contractually bound to provide the right to four (4) hours free parking for cinema patrons at both sites for the life of the development. It is anticipated that these rights will be reflected in the By-Laws of the Community Corporation, which could be varied by mutual agreement of the parties in the future.</p>
<ul style="list-style-type: none"> Potential loss of income from car park revenue during and after construction (ie. four hours free) 	No	-	<p>Revenue from parking fee income (excluding fines) is currently approximately \$100,000 per annum for the Milton/Cowper Street carpark. This carpark also currently accommodates around 25 permit holders at monthly fee of \$80/month. The eastern Partridge Street carpark is time limited but no charge.</p> <p>Options for additional parking revenue during construction have not yet been considered. Further, management options for the proposed parking facilities have not been fully considered either, noting that a minimum of four (4) hours free parking is to be provided for cinema patrons.</p> <p>In terms of other sources of income to help off-set any loss of parking income, the cinema will generate additional rates income (estimated at \$67,000 per annum in 2012 values by the Prudential Review report).</p>
<ul style="list-style-type: none"> Restrictions on Council land from Titles 'in 	Yes	Included in	Any construction 'in air' above Council's carpark area will require

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
air'		'Background' and Fundamental Terms (Annexure C)	supports and other infrastructure (eg. lifts), which require allocation of portion of land or rights of access/support. The 'Background' to the Agreement (Item E) notes that Council has given in-principle support for the Proposed Development and the Fundamental Terms of the Agreement anticipate a cinema 'in air' above a Council carpark.
<ul style="list-style-type: none"> • Could the land be managed differently? (eg. long term lease) 	No	-	The carpark / cinema must be developed as a community title division. The outright sale of the site to Taplin was not consistent with Council's objective of continuing to own and operate the carpark and did not form part of the commercial offering by Taplin. The lease of the site to the Taplin Group (even on a long-term basis) is unlikely to be sufficiently secure in the current market to allow Taplin to obtain bank finance for construction.
<ul style="list-style-type: none"> • Potential to impose a percentage limitation on common land 	No	-	It is reasonable to expect that any rights of support and access would be granted to Taplin or the future owners/operators of the cinema to facilitate a development scheme of this nature and to provide certainty of operation of the facility. It is considered to both parties' benefit to limit common property so that there is no obligation to deal with it through the Community Corporation and to simplify future management arrangements. Common land requirements will need to be considered further as part of the future community title application.
<ul style="list-style-type: none"> • Impact of three titles on fire safety (eg. number of fire escapes) 	Partly	Refer Fundamental Terms (Annexure C)	Fire safety and Building Code of Australia (BCA) requirements are to be considered as part of the development assessment process. In any event, Taplin will be required to comply with all statutory requirements in relation to fire safety, regardless of the number of lots. Clause 1.18 in the Fundamental Terms of the Agreement also confirms Council's right to inspect the works during construction, subject to the requirements of the building contract relating to

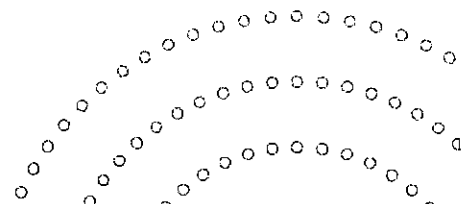
Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
<ul style="list-style-type: none"> Council's rights protected and financial risks minimised (eg. performance bond) 	Yes	Included in Fundamental Terms (Annexure C)	<p>safety requirements.</p> <p>Clause 3.6 in Annexure C requires Taplin to either:</p> <ol style="list-style-type: none"> procure a <u>performance bond</u> naming the Council as a beneficiary to secure the completion of all works and other obligations contemplated by the Agreement and the Development Contract prior to the commencement of the works, or enter into an <u>agreement with the construction financier and Council (and the builder, if considered necessary) entitling the construction financier and Council (as applicable) to exercise step in rights in respect of Taplin's obligations under the Development Contract either in the event of breach by Taplin of its obligations under the Development Contract or in the event of a breach by Taplin of its obligations under its finance arrangements with the construction financier so that the obligations of Taplin in favour of the Council are met to Council's satisfaction.</u>
<ul style="list-style-type: none"> Community Title and common land – protecting against changes in the future 	No	-	<p>As above, while the Development Contract and community title documentation will refer to the development of a cinema above Council's carpark, the future owners of the site may seek to vary the land use in the future via a development application. This would, however, need to be considered by the parties to the Community Corporation, including Council.</p>
<ul style="list-style-type: none"> Two metre limitation above maximum cinema height – is this fixed? 	Yes	Refer Fundamental Terms (Annexure C)	<p>As highlighted above, Clause 1.9 in Annexure C confirms that the height limits of the community title lots comprising the cinema will be fixed at two (2) metres higher than the height of the cinema as proposed in the Concept Plans. However, it is proposed that there will be an additional three (3) metres allowed (above that two metre lot limit) for the purposes of installation of services required for the business use.</p>

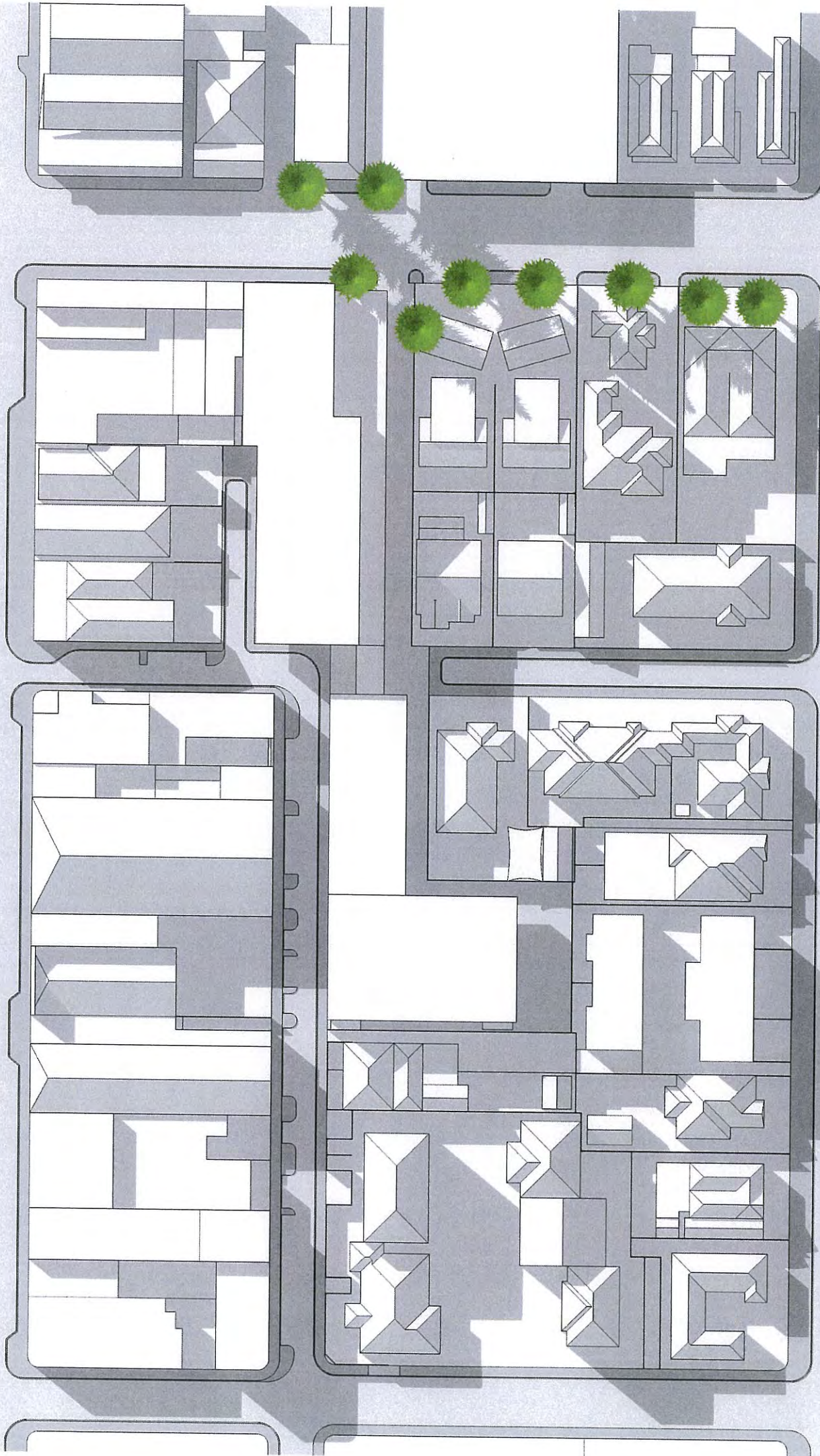
Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
<ul style="list-style-type: none"> Reciprocal rights to public carparks in Bayside Village and the implications of this under the <i>Development Act 1993</i> Deck on eastern site should be constructed first to ensure parking supply 	<p>No</p> <p>Partly</p>	<p>Included in Fundamental Terms (Annexure C)</p> <p>Refer Fundamental Terms (Annexure C)</p>	<p>As above, there are no reciprocal parking rights being offered by Taplin in the Bayside Village given concerns regarding impacts on foot traffic and turnover in the centre.</p> <p>Clauses 1.16 and 2.11 of the Fundamental Terms of the Agreement requires that Taplin must effect practical completion of the car park and cinema within 18 months, and practical completion of the Eastern Site car park by this date also.</p> <p>As above, Clause 3.8 of the Fundamental Terms also requires Taplin to use reasonable endeavours to stagger construction to enable as many car parking spaces to remain available for as long as possible to the extent practicable and safe, but acknowledges that there will be a point during construction where both carparks will need to be closed (ie. for practicality and safety reasons).</p>
<ul style="list-style-type: none"> Streetscaping and undergrounding of powerlines in Partridge Street 	<p>Yes</p>	<p>-</p>	<p>As confirmed above, the Agreement now contemplates streetscape upgrades and undergrounding of powerlines in both Cowper and Partridge Streets adjacent the Proposed Development.</p>
<ul style="list-style-type: none"> Application of Council's Procurement Policy to the project and ability to deal with a single proponent rather than go to market 	<p>No</p>	<p>-</p>	<p>Before entering into negotiations with the Taplin Group to proceed, legal advice was sought on whether it was lawful for Council to enter into agreements without first testing the market.</p> <p>Section 49 of the <i>Local Government Act 1999</i> requires that Council's Contracts and Tenders Policy must provide for the recording of reasons for entering into contracts other than those resulting from a tender process. Section 49(2)(c) provides a statutory recognition that the Council is not required to undertake an open tender or other public process in relation to the proposed development provided it has good reasons for not doing so.</p> <p>In this instance, the reasons include that the Taplin Group approached the Council with a unique proposal with mutual benefit, that the Group has the necessary and proven skills and expertise to</p>

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
			develop and complete a cinema complex (eg. Mitcham Village), it has a proven interest in and commitment to the Glenelg area and Jetty Road precinct as a major business and land holder in the area, and the costs per car park when aggregated are cheaper than if Council proceeded on its own.
<ul style="list-style-type: none"> Community disruption and access during and after construction 	Partly	Refer Fundamental Terms (Annexure C)	<p>The Traffic Management Plan will need to consider traffic and car park management during construction as part of the development assessment process by DAC.</p> <p>Also as above, Clause 3.8 of the Fundamental Terms also requires Taplin to use reasonable endeavours to minimise disruption to the public and local businesses during construction and stagger construction to enable as many car parking spaces to remain available for as long as possible to the extent practicable and safe.</p> <p>While it will be the developer's and builder's responsibility to ensure there is no damage to adjacent properties as part of construction works, the need for dilapidation reports for adjacent properties that may be affected by construction activities will be considered in negotiations on the Development Contracts. Council also has powers under the <i>Local Government Act 1999</i> to deal with damage to its public infrastructure.</p>
<ul style="list-style-type: none"> Minimising damage to surrounding properties during construction (ie. dilapidation reports) 	No	-	
<ul style="list-style-type: none"> It is the proponent's responsibility to negotiate any extra land requirements in the eastern carpark 	Yes	Included in Fundamental Terms (Annexure C)	<p>Clause 3.2 in Annexure C acknowledges that Taplin may need to negotiate with the owner of Allotment 55 to obtain their agreement to the construction of the decked car park over that owner's land, but clarifies that while Council may support Taplin in these negotiations, it does not commit to granting the owner rights over Council land or entering into any agreements required to secure that arrangement.</p>
<ul style="list-style-type: none"> Provision of parking infrastructure (eg. ticket machines, boom gates, etc) 	No	Refer Fundamental Terms (Annexure C)	<p>Clauses 2.5 and 2.7 in Annexure C clarify that Taplin will procure the construction of the carpark, including line marking and installation of all required services and infrastructure including electricity, water,</p>

Recommendation / Issue	Included in Heads of Agreement Y/N?	How?	Comments
<ul style="list-style-type: none"> Ability to view final plans (including traffic management plan and shadow plans) before formally considering Heads of Agreement and lodgement of plans with the Development Assessment Commission (DAC) 	No	-	<p>lights, fire safety, lifts and stairs. However, this excludes boom gates and ticketing infrastructure, which will need to be retrofitted by Council at its own cost upon practical completion and handover of the parking facilities.</p> <p>The Taplin Group has advised that the Traffic Management Plan and final shadow diagrams will be made available to Council for information as part of the development assessment process (ie. once the Heads of Agreement has been agreed to). This has now been reflected in Clause 5.1 of the Agreement.</p> <p>It is noted that these plans may not be able to be finalised until completion of the independent design review by ODASA.</p>

Attachment 6





JUN
21ST

MORNING
9 (NINE) AM



WINTER
SOLSTICE

proskebrown
architects

TAPLIN
EST. 1932
REAL ESTATE



JUN
21ST

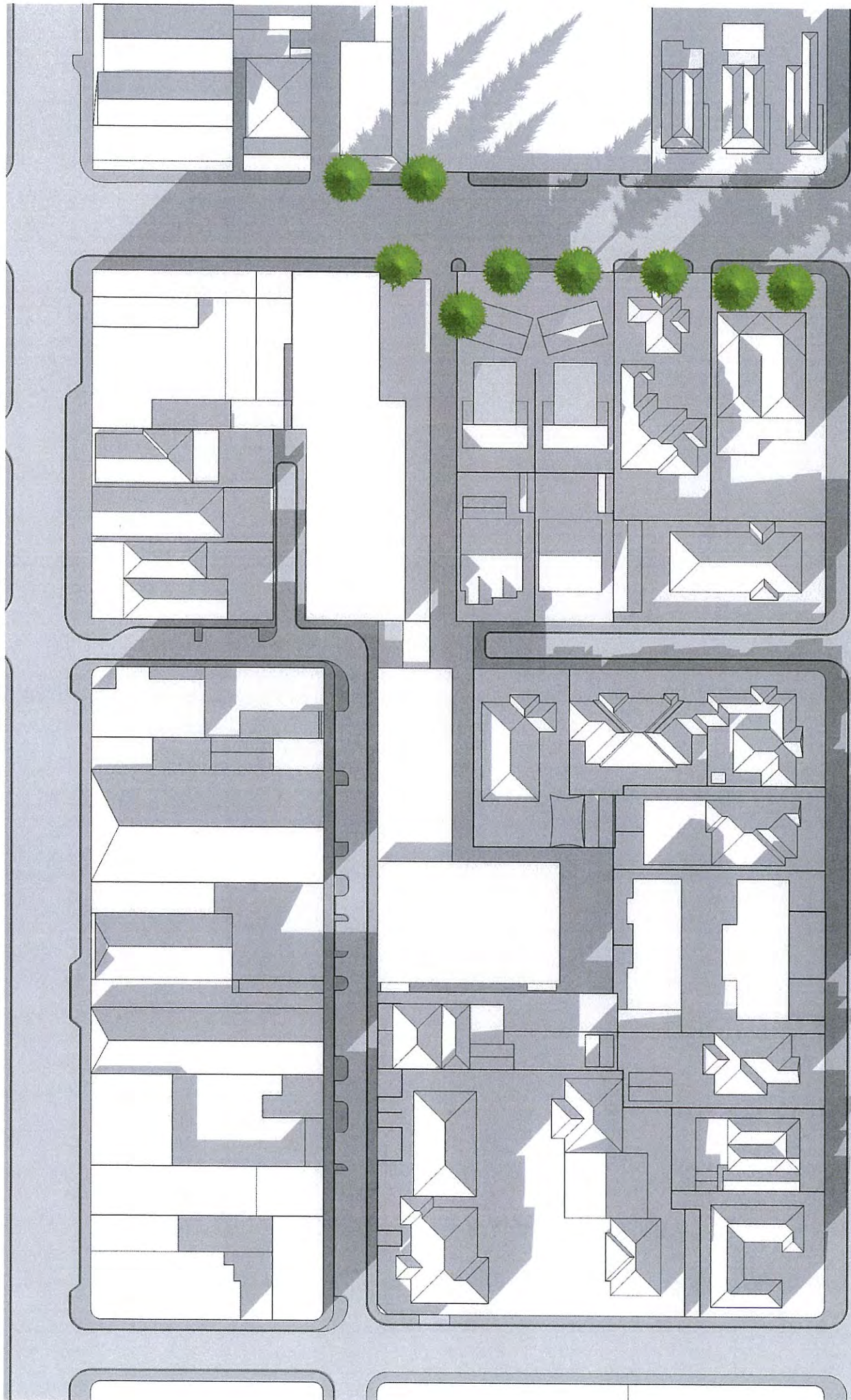
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12 NOON



WINTER
SOLSTICE

proskebrown
architects

TAPLIN
EST. 1932
REAL ESTATE



**JUN
21ST**

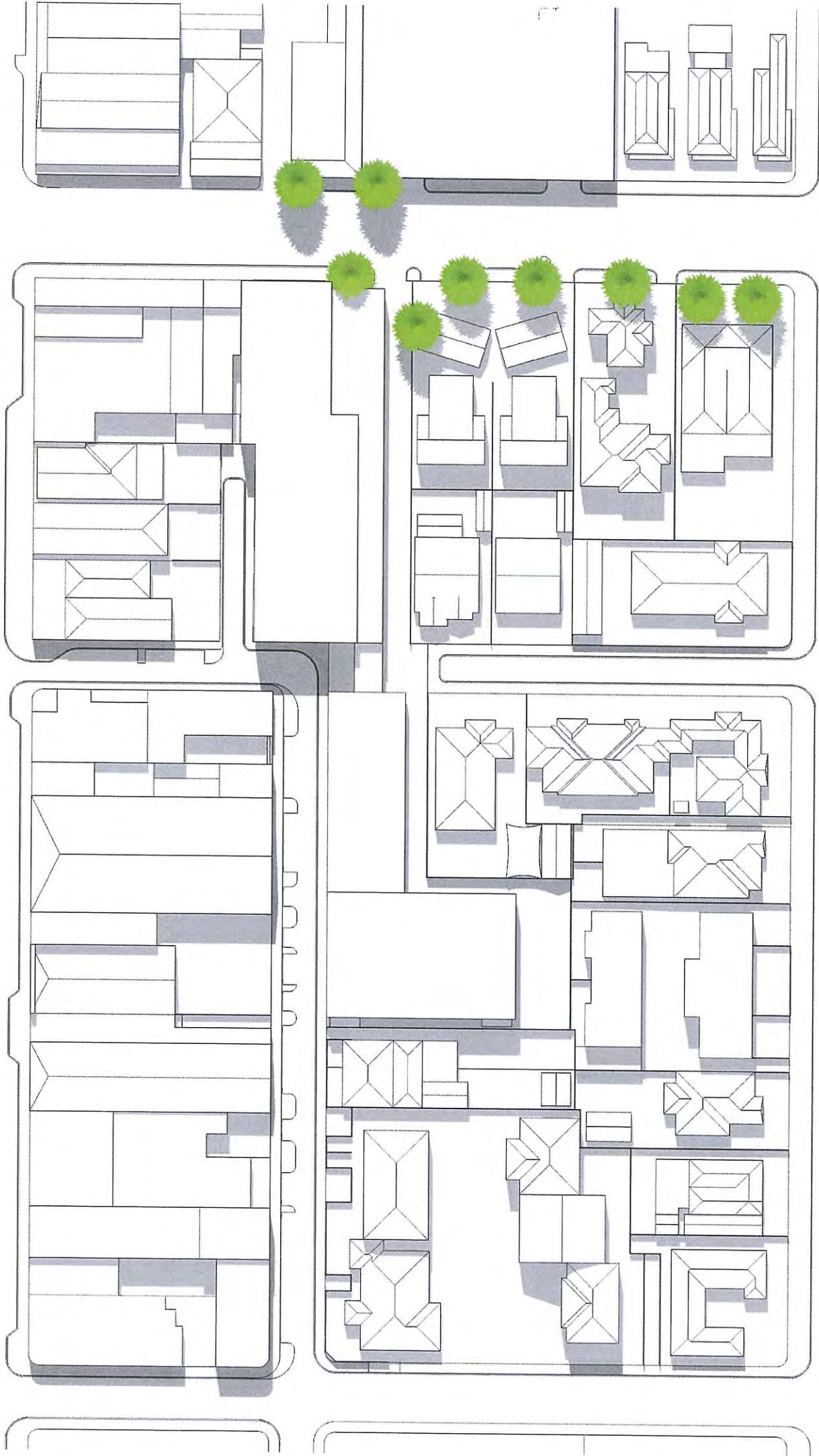
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**WINTER
SOLSTICE**

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architects

TAPLIN
EST. 1932
REAL ESTATE



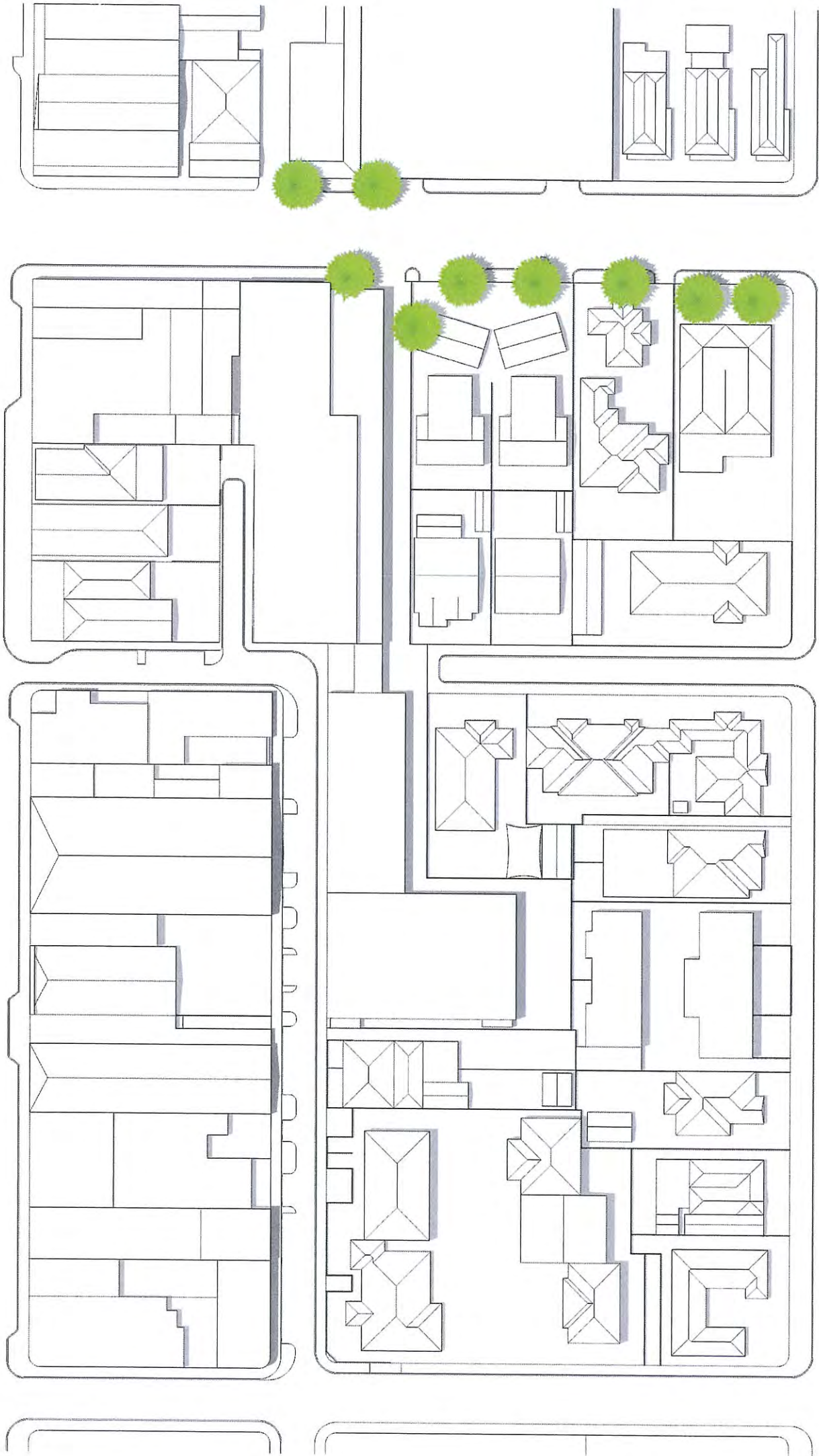
DEC
21ST

MORNING
9 (NINE) AM



proskobrown
architects

TAPLIN
EST. 1932
REAL ESTATE



DEC
21ST

MIDDAY
12 NOON



SUMMER
SOLSTICE

proskobrown
architects

TAPLIN
EST. 1932
REAL ESTATE



DEC
21ST

AFTERNOON
3 (THREE) P.M

SUMMER
SOLSTICE

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architects

TAPLIN
EST. 1932
REAL ESTATE

Item No: **13.1**
Subject: **DEVELOPMENT ASSESSMENT PANEL MINUTES – 24 JULY 2013**
Date: 27 August 2013
Written By: Governance Officer
General Manager: City Services, Ms R Cooper

SUMMARY

Council's Development Assessment Panel is established under the Development Act 1993.

The minutes of the Development Assessment Panel meeting held 24 July 2013 are presented to Council for information.

RECOMMENDATION

That the minutes of the Development Assessment Panel meetings held on 24 July 2013 be received.

COMMUNITY PLAN

A Place that is Well Planned

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Development Act 1993

BACKGROUND

The minutes of the Development Assessment Panel are presented to Council for information.

The purpose of the panel is to:

- act as a delegate of Council and make decisions on development applications in accordance with the requirements of the Development Act;
- provide advice to Council on trends, issues and other matters relating to planning or development that have become apparent during the assessment of development applications;
- perform other roles, except policy formulation, as assigned by Council;
- consider and report on matters before the Environment, Resources and Development Court as a means to resolving judicial appeals.

In accordance with its resolution on 27 November 2009, Council is also asked to determine the future of any planning appeal matters should they eventuate. Elected Members requiring a copy of the Development Assessment Panel Agenda, including reports and/or access to the Development Application files, are asked to contact Council Administration prior to the Council Meeting.

Minutes of the Development Assessment Panel of the City of Holdfast Bay held in the Kingston Room, Civic Centre, Jetty Road, Brighton, on Wednesday, 24 July 2013 at 7:00pm.

MEMBERS PRESENT

Presiding Member – G Goss
J Newman
N Sim
I Winter
R Clancy
T Looker
P Dixon

STAFF IN ATTENDANCE

Manager Development Services – A Marroncelli
Team Leader Development Assessment – C Watson
Senior Development Officer - R DeZeeuw
Development Officer – D Spasic

1. OPENING

G Goss welcomed the people in the gallery.

2. APOLOGIES

Apologies Received – Nil
Absent – Nil

3. DECLARATION OF INTEREST

Members were reminded to declare their interest before each item.

4. PRESIDING MEMBER'S REPORT

Nil

5. CONFIRMATION OF MINUTES

Motion

240713/044

That the minutes of the Development Assessment Panel held on 26 June 2013 be taken as read and confirmed.

Moved by R Clancy, Seconded by T Looker

Carried

6. DEVELOPMENT ASSESSMENT MATTERS

6.1 Adel and Valerie Naguib, 183 Esplanade, South Brighton (Report No 232/13)

DA NO.	:	110/00984/12
APPLICANT	:	ADEL AND VALERIE NAGUIB
LOCATION	:	183 ESPLANADE, SOUTH BRIGHTON
DEVELOPMENT PLAN	:	CONSOLIDATED 26 APRIL 2012
ZONE AND POLICY AREA	:	RESIDENTIAL (COASTAL)
NATURE OF DEVELOPMENT:		MERIT
PROPOSAL	:	THREE STOREY DETACHED DWELLING INCLUDING BASEMENT GARAGING AND ASSOCIATED RETAINING WALLS AND EXCAVATION EXCEEDING 9 CUBIC METRES
EXISTING USE	:	RESIDENTIAL – DETACHED DWELLING
REFERRALS	:	COAST PROTECTION BOARD - DENR CITY ASSETS DEPARTMENT - INFRASTRUCTURE
CATEGORY	:	THREE
REPRESENTATIONS	:	FOUR
RECOMMENDATION	:	REFUSAL

Motion

240713/045

Following a detailed assessment of the proposal against the relevant provisions of the Holdfast Bay (City) Development Plan that the Development Assessment Panel refuse Development Plan Consent, to Development Application 110/00984/12, in that it is at variance with the Development Plan in that it is contrary to Council Wide Principle 2, 74, 78, 115, 126(a), 127, 128 and Zone Principle of Development Control 9, 10, 11, 17, 19. More specifically the proposal does not meet the intent of the Development Plan in that it:

- Does not meet the minimum setback from the street boundary;
- Does not meet minimum side boundary setbacks for both lower and upper floors;
- Does not provide an adequate area of meaningful landscaping forward of the dwelling;
- Has excessive vehicle crossover width and driveway areas; and
- Is likely to have an adverse impact on the amenity of the streetscape and adjoining properties, primarily due to the visual bulk and lack of appropriate setbacks.

Moved I Winter, Seconded N Sim

Carried

6.2 Fred Phillis, 7 Esplanade, Somerton Park (Report No 233/13)

DA NO.	:	110/00315/13
APPLICANT	:	FRED PHILLIS
LOCATION	:	7 ESPLANADE, SOMERTON PARK
DEVELOPMENT PLAN	:	CONSOLIDATED 11 DECEMBER 2008
ZONE AND POLICY AREA	:	RESIDENTIAL COASTAL
NATURE OF DEVELOPMENT:		MERIT
PROPOSAL	:	600MM WIDE INFILL EXTENDING THE LENGTH OF EXISTING CARPORT ON NORTHERN SIDE
EXISTING USE	:	RESIDENTIAL
REFERRALS	:	NIL
CATEGORY	:	TWO
REPRESENTATIONS	:	ONE
RECOMMENDATION	:	DEVELOPMENT PLAN CONSENT SUBJECT TO CONDITIONS

Speakers: T Crompton and F Phillis

Motion**240713/046**

Following a detailed assessment of the proposal against the provisions of the Holdfast Bay (City) Development Plan, the Development Assessment Panel considers that the development reasonably meets the provisions of Development Plan and resolves to grant Development Plan Consent, to Development Application 110/00315/13, subject to the following conditions.

- 1. That the design and siting of all buildings and structures and site works shall be as shown on the amended plans dated 2/7/13 submitted to and approved by Council unless varied by any subsequent conditions imposed herein.**
- 2. That the structure herein approved be maintained, kept tidy, free of graffiti and in good repair and condition to the reasonable satisfaction of Council at all times.**
- 3. That construction shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.**

Moved N Sim, Seconded T Looker

Carried

6.3 John Barker, 2 North Esplanade, Glenelg North (Report No 234/13)

DA NO.	:	110/00948/12
APPLICANT	:	JOHN BARKER
LOCATION	:	2 NORTH ESPLANADE, GLENELG NORTH
DEVELOPMENT PLAN	:	CONSOLIDATED 26 APRIL 2012
ZONE AND POLICY AREA	:	RESIDENTIAL FORESHORE ZONE POLICY AREA 2
NATURE OF DEVELOPMENT:	:	MERIT
PROPOSAL	:	ADDITION OVER EXISTING ROOF TOP PRIVATE OPEN SPACE AREA ABOVE EXISTING GARAGE LOCATED ON THE PATAWALONGA FRONTAGE COMPRISING AN ALFRESCO WITH VERGOLA ROOF, SITED 2.1 TO 4.1 METRES FROM THE EASTERN REAR BOUNDARY, SITED ON THE SOUTHERN SIDE BOUNDARY AND ENCLOSED ON THE SOUTHERN SIDE AND PART OF THE NORTHERN SIDE ELEVATIONS
EXISTING USE	:	RESIDENCE
REFERRALS	:	NIL
CATEGORY	:	TWO
REPRESENTATIONS	:	TWO
RECOMMENDATION	:	DEVELOPMENT PLAN CONSENT SUBJECT TO CONDITIONS

Speakers: B Quirk and J Barker

Motion**240713/047**

Following a detailed assessment of the proposal against the provisions of the Holdfast Bay (City) Development Plan, that the Development Assessment Panel grants Development Plan Consent, to application 110/00948/12, subject to the following conditions:

- 1. That the design and siting of all buildings and structures and site works shall be as shown on the amended plans dated 09/05/2013 and 01/07/2013 submitted to and approved by Council unless varied by any subsequent conditions imposed herein.**
- 2. That adequate provision shall be made for the disposal of stormwater to the reasonable satisfaction of Council. Where possible, stormwater should be retained on site by the use of natural drainage methods.**
- 3. That the external appearance and external materials and finishes of the alfresco shall match or blend with the existing building.**
- 4. That the northern and eastern elevations of the alfresco herein approved shall remain open and shall not be enclosed without the prior consent of Council.**

- 5. **That construction shall take place between 7:00 am and 7:00 pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.**

Moved P Dixon, Seconded J Newman

Carried

6.4 Sawley Lock O’Callaghan, 6 Cameron Avenue, Kingston Park (Report No 235/13)

DA NO.	:	110/00870/12
APPLICANT	:	SAWLEY LOCK O’CALLAGHAN
LOCATION	:	6 CAMERON AVENUE, KINGSTON PARK
DEVELOPMENT PLAN	:	CONSOLIDATED – 26 APRIL 2012
ZONE AND POLICY AREA	:	RESIDENTIAL
NATURE OF DEVELOPMENT:		MERIT
PROPOSAL	:	LAND DIVISION (CREATING ONE ADDITIONAL ALLOTMENT)
EXISTING USE	:	TWO STOREY DETACHED DWELLING & REAR YARD
REFERRALS	:	CITY ASSETS - INFRASTRUCTURE
CATEGORY	:	ONE
REPRESENTATIONS	:	NOT APPLICABLE
RECOMMENDATION	:	DEVELOPMENT PLAN CONSENT SUBJECT TO CONDITIONS

Motion

240713/048

Following a detailed assessment of the proposal against the provisions of the Holdfast Bay (City) Development Plan, the Development Assessment Panel considers that the proposed development is at variance with the Development Plan and that Development Application 110/00870/12 be refused Development Plan Consent, for reason that it is contrary to Council Wide Objectives 18 and Council Wide Principles 16(a), 18 and 49 and Zone Principle 2. More specifically, the application does not meet the intent of the Development Plan in that it:

- **Is an undersized lot.**

Moved T Looker, Seconded I Winter

Carried

6.5 Fairmont Homes Group Pty Ltd, 9A Don Avenue, Seacliff Park (Report No 236/13)

DA NO.	:	<u>110/00928/12</u>
APPLICANT	:	<u>FAIRMONT HOMES GROUP PTY LTD</u>
LOCATION	:	<u>9A DON AVENUE, SEACLIFF PARK</u>
DEVELOPMENT PLAN	:	<u>CONSOLIDATED 26 APRIL 2012</u>
ZONE AND POLICY AREA	:	<u>RESIDENTIAL ZONE</u>
NATURE OF DEVELOPMENT:		<u>MERIT</u>
PROPOSAL	:	<u>TWO STOREY DETACHED DWELLING WITH INTEGRAL GARAGE</u>
EXISTING USE	:	<u>RESIDENTIAL (VACANT LAND)</u>
REFERRALS	:	<u>CITY ASSETS</u>
CATEGORY	:	<u>ONE</u>
RECOMMENDATION		<u>DEVELOPMENT PLAN CONSENT SUBJECT TO CONDITIONS</u>

Motion

240713/049

Following a detailed assessment of the proposal against the provisions of the Holdfast Bay (City) Development Plan, the Development Assessment Panel considers that the proposed development is at variance with the Development Plan and that Development Application 110/00928/12 be refused Development Plan Consent, for reason that it is contrary to Council Wide Principles 103(b), 74, 76, 78, 94(a), 92(c)(d) and 103(d), Residential Zone Objective 1 and part (a) and (g) of Desired Future Character Statement, Residential Zone Principle 6(a) and (b). More specifically, the application does not meet the intent of the Development Plan in that it:

- Has excessive scale and bulk.
- Does not meet minimum boundary setbacks.
- Does not have private open space that is integrated with habitable rooms.

Moved J Newman, Seconded I Winter

Carried

6.6 Daniel Jordan Homes Pty Ltd, 44 Esplanade, Somerton Park (Report No 237/13)

DA NO.	:	<u>110/00009/13</u>
APPLICANT	:	<u>DANIEL JORDAN HOMES PTY LTD</u>
LOCATION	:	<u>44 ESPLANADE, SOMERTON PARK</u>
DEVELOPMENT PLAN	:	<u>CONSOLIDATED 26 APRIL 2012</u>
ZONE AND POLICY AREA	:	<u>RESIDENTIAL (COASTAL)</u>
NATURE OF DEVELOPMENT:		<u>MERIT</u>
PROPOSAL	:	<u>DEMOLITION OF EXISTING DWELLING AND CONSTRUCTION OF A DETACHED DWELLING COMPRISING THE EXCAVATION OF LAND TO ACCOMMODATE AN UNDERCROFT LOCATED PARTIALLY BELOW GROUND LEVEL, A FIRST FLOOR LEVEL, A SECOND FLOOR LEVEL AND ROOF TOP AREA COMPRISING AN ENCLOSED STAIRWELL, LIFT AND LOBBY WITH ATTACHED FLAT ROOFED ALFRESCO, THE CONSTRUCTION OF A FLAT ROOFED SEMI-ENCLOSED ALFRESCO AT THE GROUND LEVEL IN THE REAR YARD ATTACHED TO THE NORTHERN SIDE ELEVATION OF THE PROPOSED DWELLING AND SITED ALONG THE NORTHERN SIDE BOUNDARY OVER A LENGTH OF 8.2 METRES WITH A WALL HEIGHT OF 4.79 METRES, CONSTRUCTION OF A 1.8 METRE HIGH WALL ALONG THE NORTHERN SIDE BOUNDARY AND CONSTRUCTION OF A SWIMMING POOL TO THE NORTHERN SIDE OF THE DWELLING ADJACENT TO THE FRONT YARD</u>
EXISTING USE		<u>DETACHED DWELLING</u>
REFERRALS	:	<u>CITY ASSETS DEPARTMENT</u> <u>COAST PROTECTION BOARD</u>
CATEGORY	:	<u>THREE</u>
REPRESENTATIONS	:	<u>TWO</u>
RECOMMENDATION	:	<u>DEVELOPMENT PLAN CONSENT SUBJECT TO CONDITIONS</u>

Motion**240713/050**

Following a detailed assessment of the proposal against the provisions of the Holdfast Bay (City) Development Plan, the Development Assessment Panel resolves to **grant Development Plan Consent**, to Development Application 110/00009/13, subject to the following conditions:

1. That the design and siting of all buildings and structures and site works shall be as shown on the amended plans dated 8/05/12 and 15/5/12 submitted to and approved by Council unless varied by any subsequent conditions imposed herein.
2. That the premises shall be maintained, kept tidy, free of graffiti and in good repair and condition to the reasonable satisfaction of Council at all times.
3. That the premises shall not be used, directly or indirectly, for the purpose now approved until all work has been completed in accordance with the plan approved and the conditions of consent have been complied with, except those conditions that continue to apply.
4. That all upstairs windows on the northern, southern and eastern elevations shall have minimum window sill heights of 1.7 metres above finished floor level, or any glass below 1.7 metres shall be manufactured obscure glass and fixed shut or as otherwise approved by Council. Further details of this requirement shall be provided at Building Rules Assessment stage.
5. That a fixed, vertical or horizontal blade louvered screen which prevents direct views into the adjoining dwellings shall be erected on the northern and southern perimeter of the roof top garden to a minimum height of 1.7 metres above finished floor level, to the reasonable satisfaction of the Council. Further details of the louvered screen shall be provided at the Building Rules Assessment stage.
6. That landscaping shall comprise where practicable, trees and shrubs that are indigenous to the local area and are semi mature or of fast growing tubestock. All such landscaping shall be established within 3 months of substantial completion of the development and any such vegetation shall be replaced if and when it dies or becomes seriously diseased.
7. That stormwater from the dwelling shall be collected and connected to a 1000 litre (minimum) rainwater tank with a sealed system over flow connection to the street water table. Final details of the location and size of the tank(s) shall be submitted to Council for approval prior to the issue of full Development Approval. Furthermore, all stormwater from the dwelling and the site shall be collected and disposed of in a manner that does not adversely affect any properties adjoining the site or the stability of any building on adjacent sites.

- 8. That construction shall take place between 7am and 7pm Monday to Saturday and not on Sundays or public holidays. All such work shall be undertaken in such a manner so as not to, in the reasonable opinion of Council, cause any nuisance or annoyance to any of the occupiers of buildings within the locality. Any work outside of these hours requires the written approval of Council.**
- 9. That dust emissions from the site shall be controlled by a dust suppressant or by watering (subject to any relevant water restrictions) regularly to the reasonable satisfaction of Council.**
- 10. That the builder shall at all times provide and maintain a waste receptacle to the reasonable satisfaction of Council on the site in which and at all times all builder's waste shall be contained for the duration of the construction period and the receptacle shall be emptied as required.**
- 11. That all hard building materials, waste and litter on site be stored in a manner that secures it on site during the construction works.**
- 12. That no solid or liquid trade wastes be discharged to the stormwater system.**
- 13. That all domestic mechanical plant and equipment, including air conditioners, should be selected, designed, and installed to comply with the following mandatory criteria:**
 - (a) Noise level not to exceed 52dB(A) between the hours of 7am and 10pm when measured and adjusted at the nearest residential zone interface in accordance with the Environment Protection (Noise) Policy 2007*, and**
 - (b) Noise level not to exceed 45dB(A) between the hours of 10pm and 7am when measured and adjusted at the nearest residential zone interface in accordance with the Environment Protection (Noise) Policy 2007*, and**
 - (c) Where marked with an * the above noise levels must include a penalty for each characteristic where tonal/modulating/impulsive/ low frequency characteristics are present in accordance with the Environment Protection (Noise) Policy 2007.**
- 14. That the provision for vehicle crossovers and inverts, and reinstatements of existing crossovers not required by the development, be constructed at the owner's expense.**
- 15. Any change in levels along external site boundaries of 200mm or more shall be retained to suitable engineering standards and any fencing shall be erected on top of such retaining walls. Construction of all retaining walls shall be undertaken and completed prior to the commencement of construction of the dwelling(s) herein approved.**
- 16. That the northern boundary wall be finished to the reasonable satisfaction of Council.**

17. Air conditioning shall be ground mounted and acoustically screened.
18. Driveway shall be a maximum of 4.8m wide.
19. That the filter pump associated with the swimming pool be enclosed in such a way that noise levels do not exceed 45db(a) measured at the adjoining property boundaries.

NOTES:

- Should guidance be required with respect to making a selection of suitable indigenous native vegetation, please refer to <http://www.holdfast.sa.gov.au/site/page.cfm?u=867> located on City of Holdfast Bay website.
- Stormwater shall not be disposed of over a vehicle crossing place and any connection to the street water table, including remedial works to footpaths, verges or other Council infrastructure, is subject to any necessary approvals from Council and will be at the applicant's cost.

Disclaimer

Based upon current knowledge and information the development and development site is at some risk of coastal erosion and inundation due to extreme tides notwithstanding any recommendations or advice herein, or may be at future risk. Neither erosion nor the effect of sea level change on this can be predicted with certainty. Also, mean sea level may rise by more than the 0.3 metres assumed in assessing this application.

Accordingly neither the City of Holdfast Bay nor any of its servants, agents or officers accept any responsibility for any loss of life and property that may occur as a result of such circumstances.

Moved J Newman, Seconded N Sim

Carried

7. REPORTS BY OFFICERS

7.1 Nil.

**7.2 Extension of Time – 110/00496/09 –
616 Anzac Highway, Glenelg East (Report No: 238/13)**

Development application 110/00496/09 was granted Development Approval on 24 August 2011 by council administration for additions to existing dwelling including carport adjacent eastern boundary and construction of single storey detached dwelling and associated garage to the rear of the existing dwelling. Two extensions of time have previously been granted. It is considered there is merit for a further extension of time for an additional 12 months to allow for substantial commencement of development.

Motion

240713/051

That pursuant to Section 40(3) of the Development Act 1993, the Development Assessment Panel agrees to extend the operative dates for Development Approval granted to Development Application 110/00496/09 expiring on 24 August 2014.

Moved T Looker, Seconded P Dixon

Carried

8. URGENT BUSINESS – SUBJECT TO THE LEAVE OF THE MEETING - Nil

9. CLOSURE

The meeting closed at 8:10 pm.

CONFIRMED Wednesday, 28 August 2013

PRESIDING MEMBER

Item No: **13.2**

Subject: **AUDIT COMMITTEE MINUTES – 7 AUGUST 2013**

Date: 27 August 2013

Written By: Personal Assistant to the General Manager Corporate Services

General Manager: Corporate Services, Mr I Walker

SUMMARY

The minutes of the Audit Committee meeting held 7 August 2013 are presented to Council for information and endorsement.

RECOMMENDATION

That the minutes of the Audit Committee meeting held 7 August 2013 be received and noted.

COMMUNITY PLAN

A Place that Provides Value for Money

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Local Government Act 1999, Sections 41 and 126

BACKGROUND

The Audit Committee is established under Section 41 of the *Local Government Act 1999*, and Section 126 of the *Local Government Act 1999* defines the functions of the Audit Committee to include:

- reviewing annual financial statements to ensure that they present fairly the state of affairs of the council; and
- proposing, and providing information relevant to, a review of the council's strategic management plans or annual business plan; and

- proposing, and reviewing, the exercise of powers under section 130 A; and
- if the council has exempted a subsidiary from the requirement to have an audit committee, the functions that would, apart from the exemption, have been performed by the subsidiary's audit committee; and
- liaising with the council's auditor; and
- reviewing the adequacy of the accounting, internal control, reporting and other financial management systems and practices of the council on a regular basis.

CITY OF HOLDFAST BAY

Minutes of the meeting of the Audit Committee of the City of Holdfast Bay held in the Mawson Room, Civic Centre, 24 Jetty Road, Brighton on Wednesday 7 August 2013 at 6.30 pm.

PRESENT

Members

Chairman - Councillor TD Looker
Mr A Neville
Ms V Brown
Mr J Wood

Staff

General Manager Corporate Services - Mr IS Walker
Manager Finance - -Mr J Newton
Internal Auditor – Ms L Mirovitskaya
Manager Finance & Administration Alwyndor Aged Care - Ms P Warburton

1. OPENING

The Chairman declared the meeting open at 6.30 pm.

2. APOLOGIES

2.1 For Absence - Councillor A Roe

2.2 Leave of Absence - Nil

3. DECLARATION OF INTEREST

Members were reminded to declare any interest before each item.

4. CONFIRMATION OF MINUTES

Motion

That the minutes of the Audit Committee held on 8 May 2013 be taken as read and confirmed.

Moved by Mr Neville, Seconded by Ms Brown

Carried

5. QUESTIONS BY MEMBERS - Nil

6. MOTIONS ON NOTICE - Nil**7. ADJOURNED ITEMS - Nil****8. REPORTS BY OFFICERS****8.1 Standing Items – August 2013 (Report No: 266/13)**

The Committee is provided with a report on standing items at each scheduled meeting.

Motion

That the Audit Committee recommends that Council provide ongoing support to the Internal Audit function including financial support to further the Internal Auditor's qualifications to become a Certified Member of the Institute of Internal Auditors and continued professional development.

Moved Mr Norton Seconded Ms Brown

Carried

Motion

That the Audit Committee advises Council it has received and considered a Standing Items Report addressing:

- **Monthly financial statements**
- **Internal control**
- **Risk management**
- **Whistle blowing**
- **Internal audit**
- **Economy and efficiency audits**

Moved Ms Brown, Seconded Mr Neville

Carried

8.2 External Audit Plan – Year Ended 30 June 2013 (Report No: 265/13)

Council's external auditor BDO has written to the Presiding Member of the Audit Committee advising the audit plan for the financial year ended 30 June 2013. The purpose of the communication is to advise the Audit Committee of the external auditing approach and timetable and to receive any comments for further consideration.

Motion

That the Audit Committee advises Council it has reviewed and noted the Audit Plan as provided by BDO.

Moved Mr Neville, Seconded Mr Wood

Carried

8.3 2013-14 Annual Business Plan and Budget (Report No: 264/13)

Council adopted the 2013-14 Annual Business Plan and Budget including amendments on 11 June 2013. This report advises the Audit Committee of the amendments and presents the final document for the information of the Committee.

Motion

That the Audit Committee note the adopted 2013-14 Annual Business Plan and Budget including the amendments as detailed in this report.

Moved Mr Wood, Seconded Mr Neville

Carried

8.4 Three Year Internal Audit Plan Review (Report No: 270/13)

The current Three Year Internal Audit Plan was drawn up to cover 0.4 of a full time post per annum (96 productive audit days). The previous internal auditor finalised her contract in March 2013. The new internal auditor commenced on 17 June 2013. The newly established Internal Auditor post constitutes 0.6 of a full-time post (146 productive audit days). There is a need to update the Plan to incorporate additional hours and realign ad hoc audit projects for 2013/14, 2014/15 and 2015/16 years.

Motion

That the Audit Committee advises Council that it has received and considered the Three Year Internal Audit Plan Review Report of 7 August 2013.

Moved Ms Brown, Seconded Mr Neville

Carried

9. REPORTS BY MEMBERS - Nil**10. ACTION ITEMS**

The Action Items were tabled and discussed.

11. VERBAL REPORT BY OFFICERS**11.1 Work Health & Safety**

The General Manager Corporate Services provided an update on Work Health and Safety

11.2 ICAC

The General Manager Corporate services provided an update on the Independent Commissioner Against Corruption Act 2012

Motion

That the Audit Committee notes attendance of members Councillor Looker and Mr Wood at the ICAC workshop held on 30 July 2013 and that other members have received a copy of the presentation provided by lawyers Norman Waterhouse.

Moved Mr Wood Seconded Mr Neville

Carried

12. URGENT BUSINESS – Nil

13. DATE AND TIME OF NEXT MEETING

The next meeting of the Audit Committee will be held on Wednesday 16 October 2013 in the Mawson Room, Civic Centre, 24 Jetty Road, Brighton.

14. CLOSURE

The meeting closed at 7.50 pm.

CONFIRMED 16 October 2013

CHAIRMAN

Item No: **13.3**

Subject: **MINUTES – ALWYNDOR MANAGEMENT COMMITTEE –18 JUNE 2013 AND 16 JULY 2013**

Date: 27 August 2013

Written By: Governance Officer

General Manager: Alwyndor, Mr G Potter

SUMMARY

The Minutes of the Alwyndor Aged Care Management Committee for 18 June and 16 July 2013 are provided for information.

RECOMMENDATION

That the Minutes of the Alwyndor Aged Care Management Committee for 18 June and 16 July 2013 be noted by Council.

COMMUNITY PLAN

- A Place with a Quality Lifestyle
- A Place for Every Generation
- A Place that Provides Value for Money
- A Place that Provides Choices and Enhances Life

COUNCIL POLICY

Not applicable

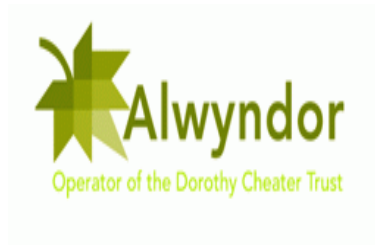
STATUTORY PROVISIONS

Not applicable

BACKGROUND

This report is presented following the Alwyndor Management Committee Meetings.

The Alwyndor Aged Care Management Committee was established to manage the affairs of Alwyndor Aged Care Facility. The Council has endorsed the Committee’s Terms of Reference and given the Committee delegated authority to manage the business of Alwyndor Aged Care Facility.



MEETING RECORD

Tuesday 18 June 2013 at 6.30pm

AMC MINUTES

Our Vision

*To honour the legacy, vision and intent of the **DOROTHY CHEATER TRUST** by providing high quality community and residential services, offering a viable and flexible mix of personalised care and support services to older people in the local community.*

ALWYNDOR AGED CARE

MANAGEMENT COMMITTEE

MINUTES

of the meeting held in the AAC Meeting Room on

TUESDAY 18 June 2013 at 6.30 pm

- | | | |
|-------------------------|---|---|
| 1. PRESENT | Mr N Hakof
Ms C Cotton
Mr M Bower
Mr I Pratt | Mr T Evans
Cr R Clancy
Mr D Royans
Cr S Lonie |
| 2. IN ATTENDANCE | Mr G Potter
Ms K Field
Mr A Hook | General Manager
Manager Community Services
Acting Manager Residential Care |

3. OPENING
The Chairman, Mr N Hakof declared the meeting open at 6.40 pm and welcomed all in attendance.

4. APOLOGIES
Ms K Stevens

5. DECLARATION OF INTEREST
If a Committee Member has an interest (within the terms of the Local Government Act 1999) in a matter before the AMC, they are asked to disclose the interest to the AMC and provide full and accurate details of the relevant interest. Members are reminded to declare their interest before each item.

6. CONFIRMATION OF MINUTES
6.1 Recommendation:
The minutes of the meeting held on 21 May 2013 were taken as read, approved and confirmed as a true record.

Moved: Cr R Clancy

Seconded: C Cotton

CARRIED

7. BUSINESS ARISING FROM THE MINUTES
Nil

8. REPORTS
8.1 Correspondence Report
Nil

8.2 The National Report Issues 306 and 307

8.3 Letters of Thanks
Nil

Information Reports (8.1 to 8.3) were noted by the AMC

9. ITEMS UNDER REVIEW

Item	Responsibility	Due	Status
Instrument Of Delegation	GM	Oct '13	Annual Review
Quality Improvement Plan	Ops Manager	July '13	Annual Review
Strategic Plan Review	GM	July '13	Annual Review
Governance Standard – Prudential Bond Statement	GM	Oct '13	Annual Review
Investment Performance Report	GM + MFA	Oct '13	Annual Review

AAC Investment Policy Review	AMC	Oct '14	Biennial Review
AAC Accommodation Bonds Policy Review	AMC	Oct '14	Biennial Review
AMC Strategic Planning Workshop Discussion	AMC / GM	December '13	Agree a date, focus and content of workshop event, to be held in 2014
Work Health & Safety	GM	August '13	<ul style="list-style-type: none"> - Provide relevant training to the members of the Committee in regard to the major Legislative changes to the WHS Act that impact on the role of the AMC - Provide the Committee with key WHS Policies and Procedures for their information and review - Review the format / function and minutes of the Alwyndor WHS Committee to ensure that the key objectives of the Alwyndor WHS Operating System are being appropriately reported, recorded and monitored.

ITEMS IN CONFIDENCE

D Royans moved and Cr S Lonie seconded that, pursuant to Section 90(2), 90(3)(a) and 90(3)(b) of the Local Government Act 1999 the Alwyndor Management Committee order that the public be excluded from attendance at the meeting, with the exception of Alwyndor officers and any other visitors permitted to remain, after taking into account the relevant considerations under Section 90(3), on the basis that it will receive, discuss or consider the following:

- **information or matter the disclosure of which –**
 - (i) could reasonably be expected to confer a commercial advantage on a person with whom the AMC is conducting, or proposing to conduct, business, or to prejudice the commercial position of AAC; and**
 - (ii) would on balance, be contrary to the public interest.**
 - (iii) Information, the disclosure of which, would involve the unreasonable disclosure of information concerning the personal affairs of a person or persons (living or dead).**

CARRIED

10. NEW and URGENT BUSINESS

Nil

11. CONFIDENTIAL REPORTS

- | | |
|---|---------------------------------------|
| 11.1 Manager Community Service's Report | June 2013 |
| 11.2 Act Manager Residential Care's Report | June 2013 |
| 11.3 Building Sub Committee Chairman | <i>Refer General Manager's Report</i> |
| 11.4 General Manager's Report | June 2013 |
| 11.5 Finance Reports | May 2013 |
| 11.5.1. Bank Reconciliation for the Month of May 2013 | |
| 11.5.2. "Year to Date" Budget / Actual Comparison by Department as at 31st May 2013 | |

Recommendations:

- 1. That the Bank Reconciliation for the Month of May 2013 be confirmed.**

2. That the “Year to Date” Budget / Actual Comparison by Department as at 31st May 2013 be confirmed

Moved: I Pratt
Seconded: D Royans

CARRIED

11.6 Formal Complaints

The General Manager provided a verbal update on the Colmer Family complaint

11.7 WH&S Committee

- Minutes of the meeting held 22 May 2013
 The AMC requested that the AAC Hazard Register be tabled at the 16 July meeting for the Committee’ review.

11.8 Quality Improvement Committee

- Minutes of the meeting held 12 June 2013

Confidential Reports **11.1 to 11.8** were noted by the AMC

ORDER TO RETAIN DOCUMENTS IN CONFIDENCE:

I Pratt moved and T Evans seconded that pursuant to Section 90(2), 90(3)(a) and 90(3)(b) and of the Local Government Act 1999:

- 1. The Alwyndor Management Committee orders that the documents and minutes relating to Report No: 11.1 to 11.8 with the exception of the Resolution for going into confidence be kept confidential and not available for public inspection on the basis that they deal with information relating to commercial advantage; contrary to public interest; or information involving the unreasonable disclosure of information concerning the personal affairs of a person or persons (living or dead), under Sections 90(2), 90(3)(a) and 90(3)(b) and of the Act.**
- 2. This resolution will be reviewed on or before 30 June 2013 by the Alwyndor Management Committee.**

CARRIED

RESUMPTION:

M Bower moved and C Cotton seconded that the Alwyndor Management Committee resume as an open meeting of Alwyndor Aged Care at 7.42 pm

CARRIED

12. DATE OF NEXT MEETING

Next Ordinary Meeting of the AMC will be held 16th July 2013 at 6.30pm

Venue: Alwyndor Meeting Room

Noted by the Alwyndor Management Committee

Apologies:

Nil Notified

Noted by the AMC

13. ALWYNDOR MANAGEMENT COMMITTEE MEETING DATES FOR 2013

Member	Term Expires	19 Feb	19 March	16 April	21 May	18 June	16 July	20 Aug	17 Sept	15 Oct	19 Nov	17 Dec
N.Hakof	July 2015		AP									
I. Pratt	July 2015			AP								
D.Royans	July 2015											
C.Cotton	July 2014											
VACANT												
K. Stevens	July 2014					AP						

M.Bower	July 2014												
T. Evans	April 2015		AP		AP								
R.Clancy	NA												
S Lonie	NA				AP								

Noted by the AMC

14. MEETING CLOSURE

The Chairman thanked all members for their contribution and declared the meeting closed at 7.47p.m.

Mr Greg Potter
General Manager

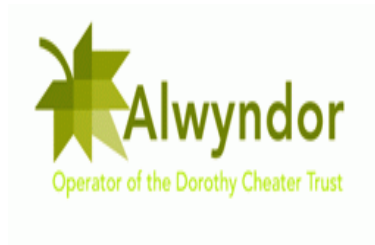
Mr Nick Hakof
Chairman

Distribution:

Mr N Hakof, Ms C Cotton, Mr I Pratt, Cr R Clancy, Cr S Lonie, Mr D Royans, Ms K Stevens, Mr M Bower, Mr T Evans.

Others:

General Manager, Manager Residential Care, Manager Community Services, Operations Manager, Chief Executive Officer-City of Holdfast Bay, Governance Officer CHB, Master File.



MEETING RECORD

Of the Alwyndor Management
Committee held

Tuesday 16 July 2013 at 6.30pm

Our Vision

*To honour the legacy, vision and intent of the **DOROTHY CHEATER TRUST** by providing high quality community and residential services, offering a viable and flexible mix of personalised care and support services to older people in the local community.*

AMC MINUTES

ALWYNDOR AGED CARE

MANAGEMENT COMMITTEE

MINUTES

of the meeting held in the AAC Meeting Room on

TUESDAY 16 July 2013 at 6.30 pm

1. **PRESENT**
- | | |
|--------------|--------------|
| Mr N Hakof | Mr T Evans |
| Ms C Cotton | Mr D Royans |
| Mr M Bower | Cr S Lonie |
| Mr I Pratt | Mr T Bamford |
| Ms K Stevens | |
2. **IN ATTENDANCE**
- | | |
|-------------|----------------------------|
| Mr G Potter | General Manager |
| Ms K Field | Manager Community Services |
| Mr T Hill | Operations Manager |

3. **OPENING**

The Chairman, Mr N Hakof declared the meeting open at 6.36 pm and welcomed all in attendance. Introduction and welcome to new AMC member Mr Todd Bamford.

4. **APOLOGIES**

Cr r Clancy, Mr A Hook.

5. **DECLARATION OF INTEREST**

If a Committee Member has an interest (within the terms of the Local Government Act 1999) in a matter before the AMC, they are asked to disclose the interest to the AMC and provide full and accurate details of the relevant interest. Members are reminded to declare their interest before each item.

6. **CONFIRMATION OF MINUTES**

6.1 Recommendation:

The minutes of the meeting held on 18 June 2013 were taken as read, approved and confirmed as a true record.

Moved: C Cotton

Seconded: I Pratt

CARRIED

7. **BUSINESS ARISING FROM THE MINUTES**

7.1 AAC Hazard Register

Was tabled for the information of the AMC

8. **ELECTION OF OFFICE BEARERS**

At the first meeting of the Management Committee in every financial year, the AMC shall appoint, for a two year term, a Chairman and a Deputy Chairman from amongst the Management Committee Members. The incumbent office bearers shall be eligible for reappointment at the expiry of their term, at the AMC's discretion (AAC Terms of Reference – Section 7.1)

In addition, it has been normal practice to appoint the Chairman of both the AMC Finance and Building Sub –Committees at the July meeting of the AMC, annually.

8.1 Appointment of the General Manager as Returning Officer

Recommendation:

That the Alwyndor Management Committee (AMC) appoints the General Manager to act as the Returning Officer for the election of Chairman.

Moved: C Cotton

Seconded: I Pratt

CARRIED

8.2 Declaration of the Position of Chairman Vacant and Call for Nominations

Mr Nick Hakof was nominated by C Cotton and seconded by M Bower. There were no further nominations.

Recommendation:

That the Alwyndor Management Committee (AMC) appoints Mr N Hakof to the position of Chairman for the two year term ending 30 June 2015 and that Council be advised accordingly.

Moved: C Cotton

Seconded: M Bower

CARRIED

The Returning Officer then vacated the Chair, and Mr N Hakof assumed the role of Chairman for the remainder of the meeting.

8.3 Declaration of the Position of Vice-Chairman Vacant and Call for Nominations.

Ms Claire Cotton was nominated by M Bower and seconded by K Stevens. There were no further nominations.

Recommendation:

That the Alwyndor Management Committee (AMC) appoints Ms C Cotton to the position of Vice-Chairman for the two year term ending 30 June 2015 and that Council be advised accordingly.

Moved: M Bower

Seconded: K Stevens

CARRIED

8.4 Declaration of the Position of Finance Sub –Committee Chairman Vacant and Call for Nominations

Mr Ian Pratt was nominated by M Bower and seconded by D Royans. There were no further nominations.

Recommendation:

That the Alwyndor Management Committee (AMC) appoints Mr I Pratt to the position of Finance Sub-Committee Chairman for the two year period ending 30 June 2015 and that Council be advised accordingly.

Moved: M Bower

Seconded: D Royans

CARRIED

8.5 Declaration of the Position of Building Sub –Committee Chairman Vacant and Call for Nominations

M Darryl Royans was nominated by C Cotton and seconded by K Stevens. There were no further nominations.

Recommendation:

That the Alwyndor Management Committee (AMC) appoints Mr D Royans to the position of Building Sub-Committee Chairman for the two year period ending 30 June 2015 and that Council be advised accordingly.

Moved: C Cotton

Seconded: K Stevens

CARRIED

9. REPORTS

9.1 Correspondence Report

Nil

9.2 The National Report

Issues 308 and 309

9.3 Letters of Thanks

Nil

Information Reports (9.1 to 9.3) were noted by the AMC

10. ITEMS UNDER REVIEW

Item	Responsibility	Due	Status
Instrument Of Delegation	GM	Oct '13	Annual Review

Quality Improvement Plan	Ops Manager	July '13	Annual Report was tabled for the AMC's review and adoption – <u>Refer Item 10.2 & 10.3</u>
Strategic Plan Review	GM	July '13	Annual Report was tabled for the AMC's review and adoption – <u>Refer Item 10.1</u>
Governance Standard – Prudential Bond Statement	GM	Oct '13	Annual Review
Investment Performance Report	GM + MFA	Oct '13	Annual Review
AAC Investment Policy Review	AMC	Oct '14	Biennial Review
AAC Accommodation Bonds Policy Review	AMC	Oct '14	Biennial Review
AMC Strategic Planning Workshop Discussion	AMC / GM	December '13	Agree a date, focus and content of workshop event, to be held in 2014
Work Health & Safety	GM	Sept '13	<ul style="list-style-type: none"> - Provide relevant training to the members of the Committee in regard to the major Legislative changes to the WHS Act that impact on the role of the AMC - Provide the Committee with key WHS Policies and Procedures for their information and review - Review the format / function and minutes of the Alwyndor WHS Committee to ensure that the key objectives of the Alwyndor WHS Operating System are being appropriately reported, recorded and monitored.

ITEMS IN CONFIDENCE

D Royans moved and M Bower seconded that, pursuant to Section 90(2), 90(3)(a) and 90(3)(b) of the Local Government Act 1999 the Alwyndor Management Committee order that the public be excluded from attendance at the meeting, with the exception of Alwyndor officers and any other visitors permitted to remain, after taking into account the relevant considerations under Section 90(3), on the basis that it will receive, discuss or consider the following:

- **information or matter the disclosure of which –**
 - (i) could reasonably be expected to confer a commercial advantage on a person with whom the AMC is conducting, or proposing to conduct, business, or to prejudice the commercial position of AAC; and**
 - (ii) would on balance, be contrary to the public interest.**
 - (iii) Information, the disclosure of which, would involve the unreasonable disclosure of information concerning the personal affairs of a person or persons (living or dead).**

CARRIED

11. NEW and URGENT BUSINESS

11.1 AAC Strategic Plan 2013 – 2016

Attached

The Strategic Plan – 2012 /2015 Annual Performance Report was tabled for the review of the AMC. The report included the following new initiatives for adoption into the 2013 -2016 “rolling” Strategic Plan for the organization:

- a. implementation of the LGAWCS “One System” WHS Mapping Tool
- b. financial modeling of the impact of Aged Care reforms due for implementation in July 2014
- c. re-negotiation and finalisation of Employee Enterprise Agreements
- d. completion of Stage 2 of the Redevelopment Program and the refurbishment of the AAC kitchen

- e. tender for the three year provision of catering services
- f. development of an AAC intranet capability
- g. additional IT enhancements, including a Medication Management System, a Resident tracking System and an Information Communication and Technology Plan designed to streamline the rostering, timesheet and payroll functions of the Community Service Department

Resolution:

The AMC receives and notes the 2012 - 2015 Strategic Plan - Annual Performance Report and endorse the additional strategies for inclusion in the 2013 - 2016 Strategic Plan.

Moved: I Pratt

Seconded: Cr S Lonie

CARRIED

11.2 AAC Quality Improvement Plan 2012 - 2013 – Annual Report

Resolution:

The AMC receives and notes the AAC Quality Improvement Plan (2012-2013) Annual Performance Report.

Moved: I Pratt

Seconded: T Evans

CARRIED

11.3 AAC Quality Improvement Plan 2013 -2014

Was tabled for the information and review of the AMC

Noted by the AMC, with the bi-annual progress report to be presented to the Committee in February 2014

11.4 Updated Five Year Cash Flow Projections

- Momentum Business Advisors

“Draft” Strategic Property Acquisition Paper

- General Manager

Momentum Business Advisors were engaged to review and update the five year cash flow projection for AAC given the advanced stage of the redevelopment program and to further provide the AMC with a current financial analysis and future projection, on which to inform their deliberations in regard to:

1. Strategic Property Acquisition Proposal at a cost of \$1.6m or alternatively
2. AAC’s financial capacity to allocate funds towards a refurbishment of Unit 4 (the secure dementia unit) at a cost of \$1.6m, or
3. A combination of both at a cost of \$3.2m.

Resolution:

The AMC notes the reports provided by Momentum Business Advisers and the AAC General Manager and recommend the following actions:

1. **That the five year cash flow modelling be referred to the Finance Sub-Committee for further analysis and clarification in light of the Living Longer Living Better Legislative Reforms due for implementation from July 2014 and that**
2. **The Building Sub Committee be reconvened to receive and consider the Unit Four redevelopment proposal due for submission in September 2013**

Moved: K Stevens

Seconded: T Evans

CARRIED

11.5 Refurbishment of AAC Kitchen

The AMC had requested that a report be provided regarding a potential refurbishment upgrade to the AAC kitchen facilities and its associated equipment.

The tabling of the report coincided with the determination of the final catering model to be implemented upon completion of Stage 1B of the capital redevelopment program.

Resolution:

The AMC receives and notes the AAC Kitchen Refurbishment Scope of Works and associated Cost Report and:

1. **Approves the scope of works submitted by Curtin Commercial Kitchens at the tendered price of \$91,399.50 (exc GST) with**
2. **Expenditure to be included in the 2013-2014 Capital Works Budget with notification of the additional allocation provided to Council at the next available budget review (October 2013).**

Moved: D Royans
Seconded: C Cotton

CARRIED

12. CONFIDENTIAL REPORTS

- 12.1 Manager Community Service's Report July 2013
12.2 Act Manager Residential Care's Report July 2013
12.3 Building Sub Committee Chairman *Included in General Manager's Report*
12.4 General Manager's Report July 2013
12.5 Finance Reports June 2013
12.5.1 Bank Reconciliation for the Month of June 2013
12.5.2 "Year to Date" Budget / Actual Comparison by Department as at 30th June 2013

Recommendations:

1. That the Bank Reconciliation for the Month of June 2013 be confirmed.
2. That the "Year to Date" Budget / Actual Comparison by Department as at 30th June 2013 be confirmed

Moved: I Pratt
Seconded: D Royans

CARRIED

12.6 Formal Complaints

12.6.1 Colmer Family

The General Manager advised that there was nothing further to report at this time.

- 12.7 WH&S Committee - Minutes of the meeting held 26 June 2013
12.8 Quality Improvement Committee - Nil

Confidential Reports **12.1 to 12.8** were noted by the AMC

ORDER TO RETAIN DOCUMENTS IN CONFIDENCE:

I Pratt moved and M Bower seconded that pursuant to Section 90(2), 90(3)(a) and 90(3)(b) and of the Local Government Act 1999:

1. **The Alwyndor Management Committee orders that the documents and minutes relating to Report No: 12.1 to 12.8 with the exception of the Resolution for going into confidence be kept confidential and not available for public inspection on the basis that they deal with information relating to commercial advantage; contrary to public interest; or information involving the unreasonable disclosure of information concerning the personal affairs of a person or persons (living or dead), under Sections 90(2), 90(3)(a) and 90(3)(b) and of the Act.**
2. **This resolution will be reviewed on or before 30 June 2013 by the Alwyndor Management Committee.**

CARRIED

RESUMPTION:

C r S Lonie moved and K Stevens seconded that the Alwyndor Management Committee resume as an open meeting of Alwyndor Aged Care at 8.30 pm

CARRIED

13. DATE OF NEXT MEETING

Next Ordinary Meeting of the AMC will be held 20th August 2013 at 6.30pm
Venue: Alwyndor Meeting Room

Noted by the Alwyndor Management Committee

Apologies:

Nil Notified

Noted by the AMC

Forward Notice: ICAC Briefing

Date: Tuesday 30th July

Time: 6.30pm for Dinner followed by Workshop 7.15pm – 9.00pm

Venue: Alwyndor Lifestyle Hub

14. ALWYNDOR MANAGEMENT COMMITTEE MEETING DATES FOR 2013

Member	Term Expires	19 Feb	19 March	16 April	21 May	18 June	16 July	20 Aug	17 Sept	15 Oct	19 Nov	17 Dec
N.Hakof	July 2015		AP									
I. Pratt	July 2015			AP								
D.Royans	July 2015											
C.Cotton	July 2014											
T Bamford	July 2015											
K. Stevens	July 2014					AP						
M.Bower	July 2014											
T. Evans	April 2015		AP		AP							
R.Clancy	NA						AP					
S Lonie	NA				AP							

Noted by the AMC

15. MEETING CLOSURE

The Chairman thanked all members for their contribution and declared the meeting closed at 8.34 p.m.

Mr Greg Potter
General Manager

Mr Nick Hakof
Chairman

Distribution:

Mr N Hakof, Ms C Cotton, Mr I Pratt, Cr R Clancy, Cr S Lonie, Mr D Royans, Ms K Stevens, Mr M Bower, Mr T Evans, Mr T Bamford

Others:

General Manager, Manager Residential Care, Manager Community Services, Operations Manager, Chief Executive Officer-City of Holdfast Bay, Governance Officer CHB, Master File.

Item No: **13.4**

Subject: **MINUTES – STRATEGIC PLANNING AND DEVELOPMENT POLICY COMMITTEE**

Date: 27 August 2013

Written By: Governance Officer

General Manager: Corporate Services, Mr I Walker

SUMMARY

The Minutes of the Strategic Planning and Development Policy Committee for 13 August 2013 are provided for endorsement.

RECOMMENDATION

That the Minutes of the Strategic Planning and Development Policy Committee for 13 August 2013 be endorsed by Council.

COMMUNITY PLAN

A Place that Provides Value for Money

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

BACKGROUND

This report is presented following the Strategic Planning and Development Policy Committee Meetings.

The Strategic Planning and Development Policy Committee is established for the purposes of:

- providing advice to the council in relation to the extent to which the council's strategic planning and development policies are in accord with the Planning Strategy. (As formulated under the *Development Act 1993*)
- assisting the council in undertaking strategic planning and monitoring directed at achieving –
 - orderly and efficient development within the area of the council; and
 - high levels of integration of transport and land-use planning; and
 - relevant targets set out in the Planning Strategy within the area of the council; and
 - the implementation of affordable housing policies set out in the Planning Strategy within the area of the council; and
 - other outcomes of a prescribed kind (if any); and
- providing advice to the council in relation to strategic planning and development policy issues when the council is preparing –
 - Strategic Directions Report; or
 - a Development Plan Amendment Proposal

CITY OF HOLDFAST BAY

Minutes of the meeting of the Strategic Planning and Development Policy Committee of the City of Holdfast Bay held in the Council Chamber, Glenelg Town Hall, Moseley Square, Glenelg, on Tuesday 13 August 2013 at 9.08pm.

MEMBERS PRESENT

His Worship the Mayor, AK Rollond
Deputy Mayor, RA Clancy
Councillor RM Bouchée
Councillor KM Donaldson
Councillor LR Fisk
Councillor JD Huckstepp
Councillor SC Lonie
Councillor TD Looker
Councillor S Patterson
Councillor RC Patton
Councillor AP Roe
Councillor LJ Yates

STAFF IN ATTENDANCE

Chief Executive Officer - JP Lynch
Acting General Manager City Assets – K O’Neill
General Manager City Services – RA Cooper
General Manager Corporate Services - IS Walker
Manager Organisational Sustainability – PE Aukett

1. OPENING

The Chairman, Mayor AK Rollond declared the meeting open at 9.08pm.

2. APOLOGIES

2.1 Apologies Received - Councillor PW Dixon

2.2 Absent - Nil

3. DECLARATION OF INTEREST

Members were reminded to declare any interest before each item.

4. CONFIRMATION OF MINUTES

Motion

That the minutes of the Strategic Planning and Development Policy Committee held on 23 October 2012 be taken as read and confirmed.

Moved by Lonie, Seconded by Bouchee

Carried

5. **QUESTIONS BY MEMBERS - Nil**
6. **MOTIONS ON NOTICE - Nil**
7. **ADJOURNED ITEMS Nil**
8. **REPORTS BY OFFICERS**

Councillor Lonie declared an interest in this matter due to her membership of the Glenelg Community Hospital and left the chamber at 9.09pm.

8.1 **Heritage and Character Development Plan Amendment** (Report No: 250/13)

This report summarises the outcomes of the public consultation process and review of submissions in relation to the draft Heritage and Character Development Plan Amendment, which proposed 24 new Local Heritage Places.

As a result of the public consultation, Council received 18 public submissions and eight Agency and adjoining council submissions. Council engaged an independent heritage consultant to review 11 of the public submissions (objections) to proposed Local Heritage Places.

This report recommends listing 21 of the 24 Local Heritage Places and removing three (3) Local Heritage Places proposed in the draft DPA.

Please note, due to the size of the attachments, a link to the specific attachments to this report will be sent via email.

Motion

That the Strategic Planning and Development Policy Committee recommends that Council:

1. **Considers the matters raised in public and agency submissions received during public consultation located at Attachment 1 and notes the independent heritage consultant's advice (summary sheets) in response to owners' objections, located at Attachment 2 to report 250/13.**
2. **Endorses the amended 'Heritage and Character Development Plan Amendment – The Amendment - For Approval', containing 22 proposed local heritage places, located at Attachment 3 to report 250/13 for submission to the Minister.**
3. **Endorses the 'Summary of Consultation and Proposed Amendments Report', located at Attachment 4 to report 250/13 for submission to the Minister.**
4. **Authorises the CEO to:**

- 4.1 sign the CEO Certificate 4B located at Attachment 4;**
 - 4.2 undertake any adjustments of a technical nature or editorial nature to the Development Plan Amendment and the Summary of Consultation and Proposed Amendments Report (Attachments 3 and 4), including those necessary to satisfy the Department of Planning, Transport and Infrastructure guidelines or legal requirements;**
 - 4.3 submit the Development Plan Amendment to the Minister for Planning for approval.**
- 5. Notes that the Minister will seek the advice of the Local Heritage Advisory Committee on all 24 proposed Local Heritage Places, irrespective of Council's resolution on the proposed Local Heritage Places, and will consult with Council at a later date if the Minister determines to vary the DPA submitted by Council.**
 - 6. Amends Attachment 3 and 4 to provide for the retention of the Avenue of Trees at the Minda Property, King George Avenue (leading to Hayward house) as a local heritage place.**

Moved Councillor Donaldson, Seconded Bouchee

Carried

9. URGENT BUSINESS – Subject to the leave of the meeting - Nil

10. CLOSURE

The meeting closed at 9.21 pm.

CONFIRMED

CHAIRMAN

Item No: **14.1**
Subject: **ITEMS IN BRIEF**
Date: 27 August 2013
Written By: Personal Assistant
General Manager: Corporate Services, Mr I Walker

SUMMARY

These items are presented for the information of Members.

After noting the report any items of interest can be discussed and, if required, further motions proposed.

RECOMMENDATION

That the report be noted and items of interest discussed.

COMMUNITY PLAN

A Place that Provides Value for Money

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

REPORT

14.1.1 The Great Jetty Road Treasure Hunt

The Treasure Hunt ran during the second week of the July school holidays. This year 28 traders registered to participate, compared with 21 in October 2012. This included seven traders who were new to Treasure Hunt. The event sold out on the first three days with 300 tickets being sold each day. 280 were sold on Thursday and due to bad weather, 220 were sold on Friday.

The Treasure Hunt attracted participants from all over metropolitan Adelaide including Golden Grove, Dernancourt, Port Augusta, Port Lincoln as well as a large majority from City of Holdfast Bay suburbs.

For the first time, we asked participants if they had purchased any additional items whilst taking part in the Treasure Hunt. 449 respondents advised that they had and the monetary value of this was over \$11,900.

Feedback left on the Jetty Road Facebook page from participants includes:

"This was the first time my daughter and I had ever done it and it was FANTASTIC - we will definitely do it again".

"Couldn't be happier with the Jetty Road Glenelg Treasure Hunt. Koala from SA Camping World, Lolly pop from Funworks, Balloon from Telstra, not to mention all the other goodies. Thanks for organizing another amazing hunt."

14.1.2 **SALA**

The SALA event will run from 2-25 August 2013. This year 20 businesses in the Jetty Road precinct are participating along with 11 businesses outside the precinct. We have added to the experience this year by including the M Square project. The M Square project involves shipping containers located in Moseley Square, Sussex Street and Jetty Street where individual artists will exhibit their work. On the late night shopping days we will have moving image artists in the precinct lighting up buildings in and around Moseley Square and Jetty Road.

14.1.3 **Recycling Jackpot**

In January, a council wide kerbside Recycling Jackpot commenced, aimed to motivate better recycling city wide. Each fortnight a street was chosen and a random house number was selected to potentially win the jackpot prize if recycling correctly. All recycling bins in the street were inspected and tagged and a 'what to recycle' sticker placed in the letter boxes. If the random house's recycling bin was contaminated the household would miss out on the prize of a \$50 Jetty Road Gift Card and it would Jackpot to \$100 for the following fortnight. The Recycling Jackpot aimed to reduce recycling bin contamination and increase understanding of what can go into the recycling bin while also creating a sense of pride associated with recycling. A follow up inspection was conducted the following week to see if behaviour had changed a result of the campaign. The Recycling Jackpot achieved an overall improvement to recycling and a reduction in contamination levels. On average contaminated bins dropped from 56% of bins in the first round of inspection to 38% in the second inspection. Providing feedback and guidance on recycling had a positive effect in reducing contamination.

A full report is available for members if they wish to read it.

14.1.4 **Recycle Right Campaign**

The Jetty Road Brighton Recycle Right Campaign commenced in February 2013, following the success of the same campaign at Jetty Road Glenelg in 2012. The Jetty Road Brighton campaign affectively educated residents and businesses on how to recycle right. There was a reduction in contamination from 14.75% in week

one to 4.99% by the end of the campaign. 49% of bins that were inspected in week 1 contained contamination, this also dropped to 11.4% of bins by week 7. The program was also effective in increasing the recycling, at the highest measurement it had increased by 43%. A survey was provided to residents and businesses after the campaign ended, 100% of survey responses believed the campaign had helped them better understand what can and cannot be recycled. No bin was contaminated for more than 4 inspections in a row and 41 residents and traders became Recycle Right Ambassadors. The recycling service along Elm Lane was also improved. The Recycle Right Campaign successfully achieved its objectives to:

- reduce the incidence of contamination in recycling bins along Jetty Road
- improve the quality of the dry recyclables presented within the City of Holdfast Bay
- increase public awareness that contamination has a social, environmental and economic cost
- create a social norm of 'pride' associated with the use of recycling and organic bins
- increase understanding of what can and what cannot go in recycling bins along Jetty Road

A full report is available for members if they wish to read it.

14.1.4 **City of Holdfast Bay receives the Google E-Town Award for South Australia**

The City of Holdfast Bay is the proud recipient of the 2013 Google E-town Award for South Australia and has been shortlisted nationally for the title of Australia's Google E-town Awards.

Other shortlisted E-towns include; Sunshine Coast, Qld; North Sydney, NSW; Port Phillip, Vic; Cockburn, WA; Launceston, Tas; Darwin City, NT; South Canberra, ACT with the overall winner to be announced in late August.

Google recognises in particular that Holdfast Bay Council plays a considerable role developing the online capabilities of the 350 local businesses and the role dedicated to social media to increase the precinct profile.

14.1.5 **Environmental Health – Quarterly Report**

The City Assets- Environmental Health Unit's quarterly report is attached for Members information.

Refer Attachment 1

14.1.6 **Associated Newsagents Cooperative (Ancol) Job Losses**

Please find attached for the information of members correspondence from the City of Charles Sturt regarding the Ancol Job Losses.

Refer Attachment 2

14.1.7 SRWRA – Appointment of New CEO

SRWRA has written to council, announcing the appointment of their new Chief Executive Officer, Mr Mark Hindmarsh.

Refer Attachment 3

14.1.8 Letter of Thanks – William Kibby VC Veterans Shed

Attached for members information is a letter of thanks from Berry Heffernan, Shed Coordinator regarding the William Kibby VC Veterans Shed project.

Refer Attachment 4

Environmental Health Section Report

April May June:2013



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Introduction

The following Report outlines the activities of the Environmental Health Section (EHS), City of Holdfast Bay, for the period 1 April to 30 June 2013.

Staff

The following Environmental Health Officers (EHOs) are currently authorised under the SA Public Health Act, 2011; Food Act, 2001, Supported Residential Facilities Act 1992 and Local Government Act 1999:

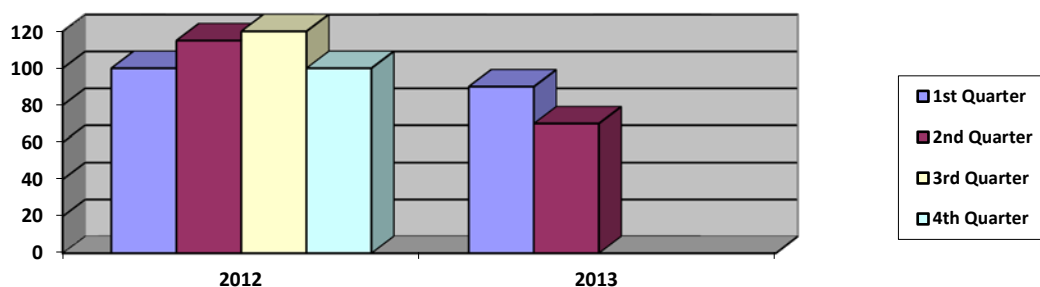
Ken O’Neill (MRS) Adrian Hill Fontaine Papillo Julia Klovekorn Don McInnes

Complaints and Responses - Summary

Complaints

The graph below compares the total number of complaints received by the EHS during each quarterly period since 2012. The graph highlights:

Graph – Total Complaints 2012-13



Food

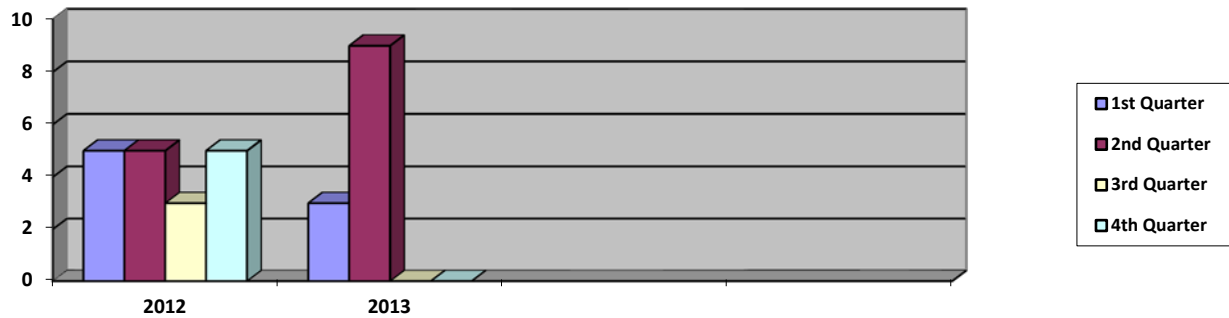
There are 428 known food businesses in the City of Holdfast Bay, the majority of which are retail. Statistics for the report period are shown in the table below.

Inspection types include: routine, complaint, follow-up, pre-opening and requested inspections.

Table – Food Statistics 2nd Quarter 2013

TYPE	NUMBER
Inspections (all types)	166
Complaints	4

Graph – Food Related Complaints 2012-13



Food complaints for this period include

Nature of complaint	Number of Complaints
Food unfit/unsuitable due to foreign matter	1
Food unfit/unsuitable/unsafe because of microbial contamination/growth	0
Alleged food poisoning	1
Unclean premises	2
Poor personal hygiene or poor food handling practices	1
Vermin/insects/pests observed in premises	2
Inappropriate refuse storage	1
Other	1
Total	9

Enforcement

Prosecutions

- There were no prosecutions during the report period.

Notices / Improvement Notices

- 1 Improvement Notices was served

Expiation Notices

- 1 Expiation Notice was served (\$500.00).

Cautions

- There were 3 cautions issued to food businesses during the report period.

Training

Environmental Health Australia (EHA) is the professional association for the public health fraternity. EHA sponsors Special Interest Groups (SIGs) that focus on matters of interest in public health that are pertinent to Local Government.

EHOs Adrian Hill and Fontaine Papillo are the convener and secretary respectively for the Food Special Interest Group.

CHB's EH Section is kept up to date on key issues by the involvement of the EHOs in the SIG Meetings, i.e.

- Supported Residential Facilities Special Interest Group
- Food Special Interest Group
- &
- Public Health Special Interest Group.

Incidents — Topical Issues

For reasons of confidentiality, identifying details may not be included in the following.

Sharps – Self-Medication

Data is being collected to facilitate an appraisal of Council's service to residents who generate sharps by the self-administration of medicines. Currently, the service consists of providing a "one for one" sharps container and disposal via Solo Waste of filled containers.

The process is schedule to be finalised in early 2014.

Food Safety – Hand Washing Facilities

EHOs, while inspecting food premises, are focussing on ensuring the hand washing facilities in food businesses are fully compliant with the Food Safety Standards; in particular, the provision of warm water, delivered from a single outlet (mixer tap). The areas of the food premises that are subject to the installation of a hand wash basin are:

- locations where hands are likely to be a source of contamination of food; and,
- toilet facilities.

SA Public Health Act

The SA Public Health Act has been enacted and EHOs appointed and delegations made.

Operationally, principle matters that will influence the application of the SA PH Act are:

- Judging when a person has exceeded their *General Duty*; i.e. to prevent or minimise harm to public health; and,
- Before issuing a Notice, an EHO must have regard to —
 - the number of people affected;
 - the degree of harm caused;
 - steps taken (or proposed to be taken) to mitigate the harm; and,
 - Regulation, Guidelines and Principles set out in the Act.

EHOs Adrian Hill and Fontaine Papillo are collaborating on the development of Council's Public Health Plan (required by the Act).

Fire Hazard/Harbourage for Pests

Reports of pests and a fire hazard arising from the condition of an unoccupied property were investigated and validated. The affairs of the owner of the land are administered by an appointed of the Guardianship Board.

The back yard of the subject property contained an unprecedented fire hazard by way of combustible, rank vegetation. In a report to the CHB, the Metro. Fire Service stated: *"If a fire started, it would develop very quickly into a significant fire which would threaten the entire premises and the adjacent properties."*

In collaboration with the Guardianship Board, the clearing of the rank vegetation and subsequent removal of harbourages for rats was facilitated.

The photographs may be demonstrative of the scope of problem and the remediation.



The top of a door is all that can be seen of a three-car garage.



View from the back verandah. The bamboo thicket was in-penetrable.



View, as above.



View, as above.

Note of interest: Apocryphal information is that the former cricket practice net (pictured) was used by the Chappell brothers, for batting coaching.

The property will be subject occasional inspection to ensure the problem does not recur.

Norovirus

Noroviruses are transmitted by faecally contaminated food or water; by person-to-person contact; and via aerosolization of the virus and subsequent contamination of surfaces. Noroviruses are the most common cause of viral gastroenteritis in humans.

In May, 2013, an outbreak of Norovirus in an aged care facility resulted in multiple incidents, including a fatality.

The investigating EHO found that:

- The operation of the facility's food handling practices did not present any systemic risk to the safety of the food.
- A review of the facility's *Gastro. Outbreak Policy* and the SA Health document: *Guidelines for the Management of Gastroenteritis Outbreaks in Residential Environments in SA* gave rise to a belief that improvements could be introduced (a subsequent submission was made to SA Health for their consideration).

Food Act: Punitive Action

EHOs, when encountering serious non-conformances with the Food Act, ameliorate the situation by undertaking a graduated response (inclusive of the service of Improvement Notices, Official Cautions, issue of an Expiation Notice ("on-the-spot fine"), and in extreme cases, prosecution.

There has been an occasion where a food business that sells potentially hazardous, ready to eat food, had consistently failed to comply with aspects of the Food Safety Standards; consequence an Expiation Notice was issued, (fee \$500.00).

The premises has been brought into compliance with the relevant standards; however, they will be subject to frequent scrutiny to verify continuous compliance.

Auditing - Food Safety Programs for Food Service to Vulnerable Persons

CHB's EHOs are accredited as National Food Safety Auditors (Level 4 High Risk).

Where a food business serves potentially hazardous food (i.e. food that must be subject to temperature controls to prevent the growth of pathogenic micro organisms), to people who are vulnerable to food borne illness, i.e. the very young, the aged and people who may be immuno-compromised, mandatory Audits are conducted of the business's Food Safety Programs.

The type of food business that is required by the Food Safety Standards to have a Food Safety Program (FSP) are:

- Child Care Centres;
- Meals on Wheels;
- Hospitals; and,
- Aged Care Facilities,

It is noted that, to avoid a possible conflict of interest, Auditors from SA Health conduct the audits for the two Meals on Wheels facilities in the CHB.

Immunisation

The EHS coordinates and conducts 3 public Immunisation Clinics per month at the Brighton Tennis Club. In addition, the EHS coordinates and conducts school immunisation programs, an annual public 'flu clinic, annual staff 'flu vaccinations, and programs as directed by the SA Immunisation Coordination Unit (SAICU).

Table – Immunisation Summary Report for 2nd Quarter 2013

Vaccines administered	
Public clinic	423
School Programs	528
Flu Clinic	0
Total	951

Supported Residential Facilities

There are five Supported Residential Facilities (SRFs) in the City of Holdfast Bay providing accommodation to persons in need of personal care services.

Ocean Grove	Beach Road, Brighton
Glenelg Supportive Care	Byron Street, Glenelg
Sturt Palms	Sturt Road, Brighton
Russell House	Byron Street, Glenelg
Glenelg House	Sussex Street, Glenelg

Table – Supported Residential Facilities Statistics for 2nd Quarter 2013

Activity	Number
Complaints	2
Inspections	7
Audits	Conducted in April & May

SRFs are licensed for 12 months and require an audit each year before licences are renewed. The audits are generally conducted in May to ensure enough time for licences to be approved before they expire at the end of June.

Public Swimming Pools

There are 26 public swimming pools, spas, hydrotherapy pools, flotation tank and plunge pools at sixteen locations within Holdfast Bay. They are scheduled for routine inspections for compliance with the Regulations made under the SA Public Health Act.

Cooling Towers/Warm Water Systems

There are 4 Cooling Towers and 7 Warm Water systems within the City of Holdfast Bay. The EHS monitors cooling towers by conducting desktop audits of all microbiological analyses, service, water treatment and maintenance reports, as well onsite inspections and sampling. This is done to reduce the risk of a legionella outbreak.

Pest Control/European wasps / Bees / Native wasps

The summer months are the peak period for receiving bee and wasp complaints. The majority of complaints that are received are referred to the contractor by Customer Service and Administration staff. On occasions EHOs conduct an inspection to verify the species of the pest.

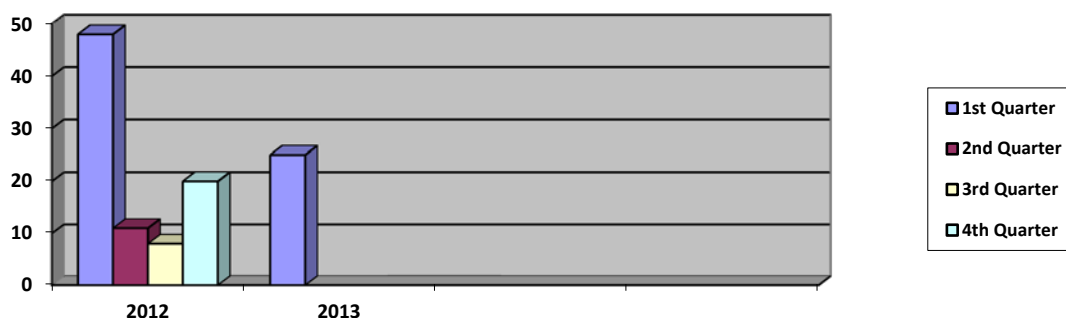
When it can be confirmed that no risk to public safety exists, the bee colonies are not exterminated.

Table – European Wasp, Bee and Native Wasp Statistics for 2nd Quarter 2013

ACTIVITY	NUMBER
Complaints	11
Inspections	8
European wasp nest destructions	7
Bee colonies destroyed (Council land)	1

The graph below depicts the number of European wasp nests Council’s contractor has destroyed per quarter since 2012. The graph displays the lower number of European wasp nests destroyed during the colder months, which is indicative of the wasps being dormant during winter.

Graph – European Wasp Nest Destruction 2012-13 April, May June = 0



A Cut Above the Rest

The initiative (vide 1st Quarterly Report – 2013) “A Cut Above the Rest”, the program designed to assess the skills and knowledge apropos public health safety, has resulted in a positive response from half of the target businesses, i.e. hairdressers, beauty therapists and practitioners of skin penetration activities.

Rats

Rats are common in urban areas. Council contracts Aardvark Pest Control to occasionally lay baits. Rat activity is seasonal; consequently, a higher number of baits are laid during the warmer months.

The Aardvark contract includes a schedule of regular baiting at:

- Patawalonga Foreshore
- Gilbertson Gully
- Foreshore

Table – Rat Statistics for 2nd Quarter 2013

ACTIVITY	NUMBER
Complaints	8
Inspections	8
Colonies poisoned	5

Business Plan

The EHS's current Business Plan includes administrative and operational matters.

Immunisation Clinics

Calibration of temperature measuring devices

Skin Penetration Info Sessions (School based)

Review of HRMWSs

Grant Application (Immunisation)

Environmental Health Facebook Page

SRFs – Anti Smoking Campaign

Policy Development

Brighton Market Inspections

Food Safety Info Sessions

Swim. Spa Pools – new regulatory Guidelines

Food Safety Week

Review of CHB Home Page “Public Health” page

Squalor/Hoarding

The EHS is aware of properties that are subject to severe domestic squalor.

The resolution of severe domestic squalor requires a coordinated effort by several agencies, one of which is the City of Holdfast Bay.

SA Health is developing a framework for managing cases of severe domestic squalor by the proposed formation of Interagency Teams. At the time of writing, the EHS is maintaining a “*watching brief*” on the properties that are known to be affected by severe domestic squalor.

It should be noted that the SA Public Health Act, in isolation, is not an appropriate instrument for the amelioration of severe domestic squalor.

Skin Penetration / Hairdressing

Hairdressing, Beauty, Tattoo, Body-piercing and other skin penetration premises present a means of transmission of serious disease (e.g. Hepatitis B & C) via both intentional and unintentional skin penetration activities. These premises are subject to monitoring for compliance with Department of Health Guidelines and industry Codes of Practice.

At the last estimate, in the City of Holdfast Bay, there were:

5	Acupuncturists
16	Beauty Therapists
50	Hairdressers
2	Tattooists

EHOs inspect the high risk businesses

Communicable Diseases

Table – Communicable Disease Control Branch Notifications 2nd Quarter 2013

2 nd Quarter 2013	April	May	June	TOTAL	Year to date
Arbovirus	1	2	1	4	4
Campylobacter infection	3	2	5	10	18
Cryptosporidium infection				0	0
Influenza	2	1	7	10	19
Listeria infection				0	0
Meningococcal infection				0	1
Norovirus		5		5	7
Paratyphoid		1		1	2
Pertussis	1		1	2	5
Pneumococcal infection				0	0
Rotavirus	1	1	1	3	6
Salmonella infection		1	2	3	6
Shiga toxin-producing E.coli				0	0
Shigella infection				0	0
Suspected food poisoning		1		1	1
Varicella virus (chicken pox)	4	1	2	7	16

Air Quality/Noise/Water Quality

The Environment Protection Authority (EPA) is the relevant authority for air quality and industrial noise issues. However, there are occasions when, in the interests of customer service, the EHS provides information. Furthermore, where it is deemed that Council involvement will have a beneficial outcome, EHOs will take an advocacy role.

Food Recalls

SA Health occasionally seeks collaboration from EHOs to facilitate the timely recall of unsafe food.

When notified by SA Health, EHOs give immediate priority to confirming that food businesses have reacted appropriately to remove from sale, unsafe food.

Details of the two food recall in this Report period are:

Product	Reason for Recall	EHO Response
Sweet Potato Vegetable Crisps	Presence of an undeclared allergen (dairy).	Retailers visited by EHOs, products displayed for sale were withdrawn. Effectiveness of the recall reported to SA Health
Confectionary	Presence undeclared allergens (milk and soy).	No retailers with CHB; no action.

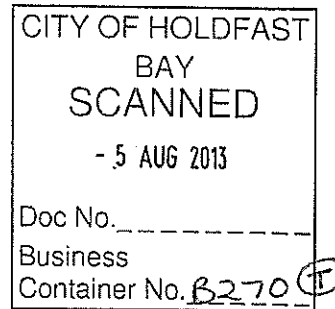
Schedule of Acronyms

Schedule of Acronyms

Acronym	Long Title
CHB	City of Holdfast Bay
CT	Cooling Tower
EHA	Environmental Health Australia
EHO	Environmental Health Officer
EHS	Environmental Health Section
EPA	Environment Protection Authority
FSP	Food Safety Program
FSSs	Food Safety Standards
HRMWS	High Risk Manufactured Water System
MRS	Manager, Regulatory Services
SIG	Special Interest Group
SRF	Supported Residential Facility
WWS	Warm Water System

2 August 2013

Mayor Ken Rollond
City of Holdfast Bay
PO Box 19
BRIGHTON SA 5048



Dear Mayor

Associated Newsagents Cooperative (Ancol) Job Losses

At its Council meeting on 22 July 2013, Council received a deputation from the Associated Newsagents Cooperative (ANCOL). The ANCOL cooperative is owned by 385 newsagents in South Australia (SA) and has been supplying SA Schools with stationary needs for the past 40 years. The paper is supplied by the company Metropolitan Paper who have a manufacturing facility at Edinburgh North (previously Elizabeth West). They also have an office on Grange Road, Allenby Gardens employing 45 fulltime, 55 part time secondary & tertiary students and 15 fulltime employees at Elizabeth.

It is understood that the inclusion of the school stationary supply contract in a larger 'whole of Government' contract has effectively cut these local businesses out of supplying longstanding school customers.

It is understood that the Government through the Finance Minister, Michael O'Brien has provided an exemption process where schools can order outside the major supplier contract, but that system is cumbersome and has not proven to be effective with the potential impact of likely job losses from these local businesses in the immediate future.

The City of Charles Sturt on the 22nd of July passed the following motion:

1. *That council writes to Minister O'Brien asking him to re-consider the exemption process that South Australian schools must endure, to order supplies from non-contracted suppliers.*
2. *Council asks the minister to consider if item 10.1 of the DECD procurement framework could be implemented in lieu of the exemption process.*
3. *That the Mayor send a message to the other Mayors seeking their support."*

I therefore request that other Councils raise their concerns with the Minister to urgently review the exemption process, so that South Australian Schools can order simply and efficiently from their preferred suppliers. Attached is a draft letter to Minister O'Brien for your consideration.

13/186729

I urge you to support this proposal, to provide local jobs for local people.

Yours sincerely

A handwritten signature in black ink, appearing to read "Kirsten Alexander", with a long horizontal flourish extending to the right.

Kirsten Alexander
Mayor

Enclosure



SRWRA

Southern Region Waste Resource Authority

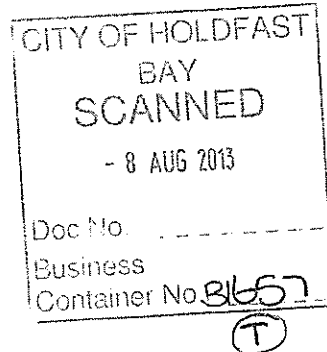
Postal address: PO Box 221 Morphett Vale SA 5162

Ph: (08) 8326 7044 Fax: (08) 8326 5963

Email: info@srwra.com.au ABN 37 443 975 085

7th August 2013

Mr Justin Lynch
Chief Executive Officer
City of Holdfast Bay
P O Box 19
Brighton SA 5048



Dear Justin

It is with great pleasure that I advise the appointment of Mark Hindmarsh as the Executive Officer of the Southern Region Waste Resource Authority (SRWRA) effective Monday 12 August 2013.

This appointment is made as the SRWRA enters a new and exciting phase which includes the impending development of a state of the art Recycling Facility at its Seaford Heights site.

Mark Hindmarsh has extensive experience in waste management in the United Kingdom and more recently in Australia and brings this experience to SRWRA to assist in the next phase. Mark is a welcome addition to SRWRA and we look forward to his commencement.

Yours faithfully



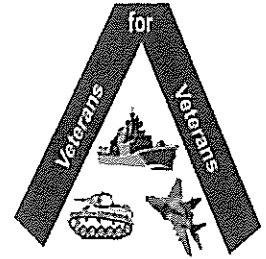
MARK BOOTH

Chairperson

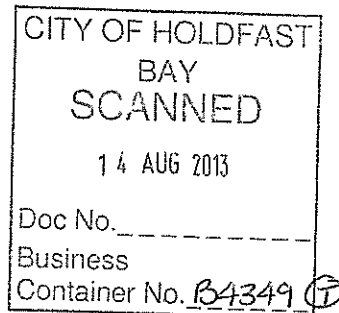
Email: mbooth@brmholdich.com.au

Direct line: 0414 804 949

**THE WILLIAM KIBBY VC
VETERANS SHED INC.**
ABN 82 068 477 302



Mr Justin Lynch
CEO Holdfast Bay Council
Jetty Road
Brighton SA 5048



**Glenelg North Community Centre
Kibby Ave Glenelg North SA 5045
PO Box 114 Hove SA 5045**

Dear Justin,

Some 3 years and a couple of weeks ago I floated the idea of a Shed for those who had served and pulled on the uniform of this country.

I am thrilled to say that earlier this week the Holdfast Bay Council gave final approval for the William Kibby VC Veterans Shed to be erected at the site on Kibby Avenue North Glenelg.

Justin his letter is to ask that on behalf myself and the overall Veteran Community you would pass on our thanks to the Mayor, yourself and all of the Councillors who made this project possible.

I would also ask you also pass on our thanks to all of the people at your Council who have given fantastic assistance to myself and this project over the past few years.

I am very grateful and am looking very much forward to sending out invitations to our opening day

Again my thanks

Yours sincerely

Barry Heffernan

Shed Coordinator

William Kibby VC Veterans Shed.

Still serving shoulder to shoulder

Item No: **14.2**

Subject: **FOUNDATION GRAFFITI PREVENTION INITIATIVE – POST PROJECT ANALYSIS REPORT**

Date: 27 August 2013

Written By: Liquor Licensing and Community Safety Officer

General Manager: City Assets, Mr S Hodge

SUMMARY

Prior to the 2012/13 financial year the City of Holdfast Bay experienced annual increases in the amount of graffiti related vandalism that occurred within the jurisdiction. In an attempt to combat this, in December 2011 Council lodged an application with the Attorney-General's Department (AGD) for a small grant. In May 2012 Council's Liquor Licensing and Community Safety Officer was notified by the AGD that the Council's bid had been successful.

The Council run project: 'Foundation Graffiti Prevention initiative' (FGPI); sought to combat graffiti while unifying, complimenting and improving existing response mechanisms to deliver an ongoing sustainable graffiti prevention program.

After a post project analysis, the FGPI can be deemed to have been an overwhelming success in that it has: reduced reported/recorded instances graffiti related vandalism within the City by 47.12%; reduced the number of identified targeted 'Hotstreets' by 64%; reduced the number of Council owned/operated targeted 'Hotspots' by 39.92%; as well as leading to the apprehension and charging of some offenders.

Further details of the projects findings are outlined below.

RECOMMENDATION

- 1. That Council note the information contained within this report and endorse it and the attached 'Project Analysis Report' that the Administration will submit to the Attorney-General's Department.**
- 2. That an order be made under the provisions of Section 91(7) and (9) of the Local Government Act 1999 that the documents relating to Report No: 290/13 including attachment having been dealt with on a confidential basis under Section 90 of the Act, should be kept confidential on the grounds of information contained in 90(3)(f).**

Refer Attachment 1

STRATEGIC PLAN

A Place that is Safe and Secure

COUNCIL POLICY

Graffiti Policy 2012

STATUTORY PROVISIONS

Local Government Act 1999

Graffiti Control Act 2001

Graffiti Control Regulations 2002

BACKGROUND

- Report to the City of Holdfast Bay (Report No.: 372/12; Item No.: 14.7) 25 September 2012, THE CITY OF HOLDFAST BAY'S 'FOUNDATION GRAFFITI PREVENTION INITIATIVE';
- Report to the City of Holdfast Bay (Report No.: 373/12; Item No.: 14.8) 25 September 2012, GRAFFITI POLICY (2012) REVIEW'.

REPORT

Prior to the 2012/13 financial year the City of Holdfast Bay experienced annual increases in the amount of graffiti related vandalism that occurred within the jurisdiction. On average, the numbers of reported/recorded graffiti increased by an average of 37% each consecutive year.¹

As outlined in the 2012 Report [No.: 372/12] Council lodged an application with the Attorney-General's Department (AGD) for a small grant to address the growing instances of graffiti within the City. In June 2012 the Attorney-General's Department awarded the City of Holdfast Bay funding of \$32,000.00 to run the 'Foundation Graffiti Prevention Initiative'.

The initiative ran for the twelve month period of the 2012/13 financial year and delivered some exceptional results including a:

- 47.12% reduction in number reported/recorded instances of graffiti;
- 64% reduction in the number of identified 'Hotstreets' targeted by offenders;
- 39.92% reduction in the number of Council owned/operated 'Hotspots' targeted by offenders; and
- 9.02% reduction in the number of Graffiti Removal kits collected by residents for use on their private property;

¹ Figure averaged between reported/recorded data from years preceding 2012/2013 (financial years 2009/10 – 2011/12).

- Multiple youth offenders were apprehended, referred to Court, then referred to Family Youth Conferencing System;
- The Administration received a total of \$543.00 in compensation from three separate offenders for committed graffiti related vandalism;
- The LLCSO supervised one youth undertaking community service as ordered by the Courts; and
- Council received one apology letter from a youth offender

POLICY REVIEW

The first facet of the project was to conduct an assessment of Councils existing policies and procedures. As our Graffiti Policy (prior to 2012) was incredibly limited in scope, Council had tacitly become accountable for *ALL* graffiti removal within the jurisdiction; including from private property. As Council's costs sky-rocketed and our relevant liabilities had become questionable, a new extensive policy was written to define Council's roles and responsibilities as a local authority relating to the removal and maintenance of graffiti.

PRIVATE PROPERTY AND GRAFFITI REMOVAL KITS

The primary change that was implemented as a result of the policy review was the cease of graffiti removal from private property. Though the Administration increased its purchases of graffiti kits to accommodate any influx in resident demand, at the end of June 2013, 37 kits remained in stockpile from the 2012/13 year purchase. Therefore the number of 'operational' graffiti removal kit issued to residents and business only equated to 131 kits for 2012/13. This figure indicates that a reduction of 13 kits (9.02%) from the previous year was incurred.

CSR & NIPL DATA ANALYSIS

After the initial policy review, an extensive analysis of data collected prior to 2012 was undertaken. The intent of which was to identify any/all hotspots within the jurisdiction to aid in location targeting in an attempt to reduce the opportunistic nature of offences.

The primary source of data assessed was Customer Service Request (CSR) logs. The CSR's identify all reported/recorded graffiti within the jurisdiction: be it on signs, public benches, playgrounds, street furniture, fencing, buildings etc. In the 2011/12 financial year CSR data recorded total offences at 1216. CSR data for 2012/13 indicated a total of only 643 reported/recorded offences. This equates to a significant reduction of 47.12% from the previous year. Additionally, the CSR's indicated that in 2011/12 30 streets within Holdfast Bay were identified as 'Hotstreets' where approximately 60% of all graffiti related vandalism occurred. Through monitoring, patrolling and surveilling, the number of 'Hotstreets' reduced to 12 in 2012/13; 292 (45%) of the total 643 offences occurring in these 12 streets.

These findings were also affirmed by the Council's secondary source of data: the Night Inspector Patrol Logs (NIPL). An analysis of the NIPL data also indicates a significant reduction in the number of offences. In 2011/12 248 offences were committed against Council maintained infrastructure/public land(s). This was reduced to 149 in 2012/13 equating to a 39.92%

reduction in recorded graffiti offences. The number of Hotspots also reduced from 19 in 2011/12 to 13 in 2012/13.

GRAFFITI PREVENTION VOLUNTEER (GPV) PROGRAM

The Administration undertook an extensive advertising campaign for Volunteers from October 2012 to present. Advertisements were placed in the Guardian Messenger, the existing volunteer's newsletter, local neighbourhood watch group newsletters, as well as ongoing advertisements placed on several of Adelaide volunteer recruitment websites. To date, Council only has five (5) operational volunteers. The common anecdotal feedback from the community indicated that people were interested in maintaining their own property and not that of their local streets.

COMMUNITY ARTS PROJECTS

Council conducted several art programs with the prime focus of including youth groups and local schools. The intent of which was to promote an awareness of how graffiti related vandalism impacts individuals as well as the larger community. The art programs included stobie pole art murals around local schools as well as wall murals on known hotspots.

Stobie poles are one of the major targets for graffiti related vandalism. In 2011/12 opportunistic graffiti offences on stobie poles totalled 402; constituting approximately 30% of all reported/recorded graffiti related vandalism. Council worked with local schools to implement stobie pole murals around their local areas. As a result, in 2012/13, the number of reported/recorded offences reduced to 88 (a 356% reduction from 2011/12).

The Scampi's building on the Glenelg foreshore and Partridge Street Youth Centre are locations that have always received the attention of graffiti vandals. In 2011/12 these locations recorded 29 and 17 offences throughout the year respectively. Renowned artists, in conjunction with local youths from various schools and groups, established murals on these building. In 2012/13 Scampi's recorded 24 instances of graffiti (a 17.24% reduction); and the Partridge Street Youth Centre recorded only 4 instances (a 76.47% reduction).

CONCLUSION

The Foundation Graffiti Prevention Initiative has delivered significant positive results in addition to bringing Council's policies and operational procedures into line with the majority of other local Council authorities. The project has also indicated the community's willingness to embrace change and promote social inclusion their own proactive actions of reporting; and too an extent aiding in the removal of graffiti. Overall, the Initiative can be deemed to have delivered on what it set out to achieve, far exceeding any original expectations.

BUDGET

City Assets maintains a yearly budget allocation for the purpose of attending to graffiti removal and associated vandalism.

LIFE CYCLE COSTS

Though data analysis indicates an approximate increase of around 18% per year in the costs associated with issuing graffiti removal products to residents, it is expected that very few other additional cost will be incurred.

Item No: **14.3**

Subject: **DRAFT REGIONAL NATURAL RESOURCES MANAGEMENT PLAN CONSULTATION**

Date: 27 August 2013

Written By: Coordinator Environmental and Coastal Assets

General Manager: City Assets, Mr S Hodge

SUMMARY

The NRM Board describes the Draft Regional Natural Resources Management Plan as a statement of why action is needed to manage our natural resources, what needs to be done and how the best possible actions are determined and delivered. The plan is made up of two volumes:

- 1. Strategic Plan for the Adelaide and Mount Lofty Ranges Region 2014-2024**
- 2. Adelaide and Mount Lofty Ranges Natural Resources Management Board Business and Operational Plan 2014/15-2016/17**

This Report will provide suggested comments to be considered as feedback to the Board as part of the consultation process.

RECOMMENDATION

That the CEO writes to the Adelaide and Mount Lofty Ranges Natural Resources Management Board detailing Council's comments on the Draft Regional Natural Resources Management Plan.

COMMUNITY PLAN

A Place with a Quality Lifestyle
A Place that Celebrates Culture
A Place that Values its Natural Environment
A Place that Manages its Environmental Impacts
A Place that Welcomes Visitors
A Place that is Well Planned

COUNCIL POLICY

Nil

STATUTORY PROVISIONS

Nil

BACKGROUND

Nil

REPORT

The Adelaide and Mount Lofty Ranges Natural Resources Management Board is conducting consultation on the Draft Regional Natural Resources Management Plan which is due for submission by 2 September 2013. Attached are suggested comments to be provided with a letter from the CEO. The comments are guided by questions provided by NRM on their feedback form.

The NRM Levy gathered through City of Holdfast Bay rates goes towards the Adelaide and Mount Lofty Ranges Natural Resources Management Board budget. This is expended on projects such as weed management within Minda dunes, sand management (ie. Living Beaches) as well as Sustainable School and other wider regional projects.

Council and NRM staff collaborate on projects such as revegetation and weed management on our coast and in our natural areas.

BUDGET

Council's contribution to these projects is primarily included in the Environmental Management – Conservation budget.

LIFE CYCLE COSTS

Investing in our natural environments now will ensure our biodiversity exists for future generations and will buffer our natural areas and infrastructure, particularly the coast, against costly climate change impacts.

Q1. How do the subregional priorities connect with your knowledge of what action is required in the subregions? Are there any gaps?

Whilst the Draft Plan is adopting a 'landscape view and approach', there is still some concern that incorporating the Adelaide Metropolitan Coast into the greater Metropolitan Adelaide and not listing it as a separate subregion may result in some shortfalls with on-ground works. The

dynamic nature of the Adelaide Metropolitan Coast requires a specific, targeted management approach, as much as a holistic 'landscape view' combined with the Metropolitan Adelaide Region.

As both the Northern Coast and Plains and Fleurieu sub regions do this, it would provide consistency across the plan and also provide the opportunity to highlight key Metropolitan Adelaide and Northern Coastal Action Plan (MANCAP) actions. Please see further detail below. "Metropolitan Adelaide Subregion - Key Priorities for the Future" (page 59). This needs to have a separate subsection for Coast (to be consistent with Northern Coast and Plains and Fleurieu subregions as mentioned above). Some possible additions for the coastal subsection could include the following. These are all derived from key high priority actions in MANCAP.

- Protect and rehabilitate priorities areas of the metropolitan coast including:
 - Torrens Island, Section Bank, Mutton Cove Conservation Reserve,
 - The remaining remnant dune systems in metropolitan system, Tennyson and Minda dunes,
 - Coastal cliffs of Kingston Park, Marino Conservation Park (CP), Hallett Cove CP, Hallett Headland, Tingira, and
 - Coastal dune systems at South Port dunes, and Moana Sands CP.
- It would be good to mention that these priority actions are derived from MANCAP and that implementation of MANCAP should be continued.
 - Connecting communities to their coastal environment.
 - Monitoring and management for migratory and resident shorebirds at the Onkaparinga Estuary, and key beach-nesting birds (Hooded Plovers) breeding site including South Port beach.

The NRM plan mentions the link between catchment, coast and the marine environment in the priority actions of the Metropolitan Subregion. However the coastline is also linked in a linear fashion, supporting the movement of coastal species along the length of the coast. The coastal environment, and the fauna/flora it supports, is intrinsically linked to the marine environment. For example, sand dunes influence beach width/height, minimise coastal erosion from storm events, dune vegetation is important in dune stabilisation, beach-nesting birds feed in the wave swash zone etc.

Terrestrial Landscape Health – NRM Planning staff have informed CHB staff that the coast is part of the Terrestrial Landscape (pages 21 & 22). However it is not mentioned in this section, it is also not mentioned in Marine either. It is recommended that the coast is identified as part of the Terrestrial Landscape Health section (pages 21 and 22), i.e. that AMLR has approx. 443 km of coastline, examples of key vegetation communities, rare and threatened fauna and flora, areas of high conservation priority etc. This information could be gathered from both MANCAP and Southern Fleurieu CAP.

Q2. Does the plan make sense and are there any tools we could develop that would make it easier to find the information of interest to you?

Overall the plan makes sense, however the length of the plan may make it more difficult to interpret and extrapolate information from. A summarised plan made available for managers may make it easier when developing funding applications and the like.

Q3. How well does the information and drivers identified in the plan align with your knowledge of the systems in the region?

The drivers are overall appropriately considered for the region as per their capacity to impact the health of the region.

Q4. Where does the plan align with your goals and do you see opportunities to partner with us?

The City of Holdfast Bay could participate and partner in a wide range of the strategic directions referred to in the Council's EcoCity Plan, these being:

CC1, CC2 & CC3 – The City of Holdfast Bay, with its commitment to zero emissions by 2019 and its links with various community groups, advisory committees and access to residents could participate and facilitate workshops and information sessions based on these Climate Change directions.

LU2, LU3 & LU5 – The City of Holdfast Bay has a strong interest and participation in the conservation of high value biodiversity areas, and increasing the biodiversity in areas of minimal significance. COHB also has high development and is constantly looking to improve and utilise storm water runoff on a range of levels.

E15 & E16 – Once again, COHB places a high value on biodiversity and stormwater treatment/use and recognises the economic impacts these can have if treated incorrectly.

PK2, PK3, PK4, PK5, PK6 & PK7 – COHB can partner in community workshops, information sessions, promotion and various other methods of encouraging participation within the community. Being a LG organisation, COHB has the means and workforce to engage community members in environmental participation.

Any other comments?

Plan Volume	Section and Page Number	Comments
NRM Strategic Plan	Page 15	Should one of the strategic directions mention support of community groups in biodiversity conservation? Or in K-D perhaps mention this?
NRM Strategic Plan	Page 17	The Region – should include a comment on the impact on the coast due to proximity to Adelaide, and increased visitation

		during summer months, climate change impacts on coast too.
NRM Strategic Plan	Page 39	Community Support for NRM – need to mention that on-going support from NRM/Land managers for community groups will continue.
NRM Strategic Plan	Page 59	Metropolitan Adelaide – Priorities for the future – Consider adding dot point – maintaining existing urban beaches & promote healthy coastal ecosystems
NRM Strategic Plan	Page 61	4.1.2 5 th paragraph doesn't read correctly
NRM Strategic Plan	Page 63, 4.1.4	Subregion Metro Adelaide – 4.1.4 2 nd paragraph, there are also relatively large intact areas of coastal zones, i.e. Kingston Park Cliff Face Reserve, Marino CP, Hallett Cove CP, Hallett Headland, Tingira Reserve. Also under “Protected Areas” should include Mutton Cove Conservation Reserve and Torrens Island CP. Torrens Island CP has not been included
NRM Strategic Plan	Page 64	2 nd paragraph under Coastal Vegetation, could also mention also relatively large intact areas of coastal zones, i.e. Kingston Park, Marino CP, Hallett Cove CP, Hallett Headland, Tingira Reserve, South Port Dunes, Onkaparinga Estuary.
NRM Strategic Plan	Page 65	“What is disappearing from the landscape”...first sentence – much of the remaining areas of vegetation also include areas such as Kingston Park, Barton Gully, Marino CP, Hallett Cove CP, Hallett Headland, Tingira Reserve, South Port Dunes, Onkaparinga Estuary.
NRM Strategic Plan	Page 66	Examples of fauna under threat in the Metropolitan Adelaide Subregion should also include the Hooded Plover (they nest at South Port at Port Noarlunga). Last word on page ‘worst’ is incorrect grammar.
NRM Strategic Plan	Page 77	Consider: Given the acknowledgement & strong emphasis on the importance of social capital to affect any change – it may be worth including a section on the main groups already engaged & ways to expand & improve engagement in the future.
NRM Strategic Plan	Page 84	Protected areas under 4.2.4 should this

		include Torrens Island CP.
Business and Operational Plan	Page 17	Good to see that the board’s expenditure focuses on coast and marine in Figure 3.
Business and Operational Plan	Page 20 – Strategic Action L14 “Support land managers to recreate functional ecosystems in Metropolitan Adelaide (particularly hills face zone and coast)”	<p>Can this strategic direction be teased out to have its own strategic direction for coast (like L1) – rather than being grouped in with other metro projects? There needs to be a specific budget for coast otherwise it will get lost in the myriad of other metro projects. Also need a budget specifically to implement MANCAP. Also gives Land Managers (Council/Public Lands) and the community along the Coast, confidence that funding will continue from NRM and partner their contributions to coastal conservation.</p> <p>Do the project funds for the Urban Biodiversity Project come out of this budget line?</p>

Item No: **14.4**

Subject: **MONTHLY FINANCIAL REPORT - JULY 2013**

Date: 27 August 2013

Written By: Accountant

General Manager: Corporate Services, Mr I Walker

SUMMARY

Attached are financial reports as at 31 July 2013. They comprise a Funds Statement and a Capital Expenditure Report for Council's municipal activities and Alwyndor Aged Care. The municipal funds deficit forecast is affected by the prepayment in the prior year of the Financial Assistance Grant which contributed to the prior year municipal funds surplus result.

RECOMMENDATION

That Council receives the financial reports to 31 July 2013 and notes no changes to the 2013/14 budget:

- 1. Municipal Activities**
 - a projected operating surplus for 2013/14 of \$309k
 - a projected capital expenditure for 2013/14 of \$11.635 million
 - a projected funding requirement for 2012/13 of \$2.449 million

 - 2. Alwyndor Aged Care**
 - a projected operating surplus for 2013/14 of \$612k
 - a projected capital expenditure for 2013/14 of \$2.631 million
 - a projected funding requirement for 2012/13 of \$1.264 million
-

COMMUNITY PLAN

A Place that Provides Value for Money

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

BACKGROUND

Council receives financial reports each month which comprise of a Funds Statement and Capital Expenditure Report for each of Council's municipal activities and Alwyndor Aged Care.

The Funds Statements include an income statement and provide a link between the Operating Surplus/Deficit with the overall source and application of funds including impact on cash and borrowings.

REPORT

Funds Statements and Capital Expenditure Reports for Council municipal activities and Alwyndor Aged Care for the current financial year to 31 July 2013 are provided at Attachment 1.

Refer Attachment 1

Municipal activities

The following have resulted in changes to the projected forecast relating to Council's municipal activities:

The Commonwealth Treasurer announced as part of the 2013-14 budget, that the first two quarterly installments of the 2013-14 Financial Assistance Grant would be brought forward in 2012-13. Council therefore received \$585,608 in advance on 12 June 2013. This is a timing issue and will affect the 2012-13 and 2013-14 operating results.

At 31 July 2013, Council had net borrowings of \$10.4 million, comprising:

Borrowings	\$14.6m
Less	
Cashed back reserves	\$2.2m
Working Capital	\$0.1m
Amounts owing by sporting groups	\$1.9m
Net:	\$10.4m

Alwyndor Aged Care

At 31 July, Alwyndor had \$9.3m cash on hand including investments. Investment Reserves have been set aside for approved Alwyndor Redevelopment Stage 1B and Stage 2. This is in line with the Aged Care Act 1997 and prudential requirements.



City of Holdfast Bay Funds Statement as at 31 July 2013

Original Budget \$,000	Revised Forecast \$,000	Actual YTD \$,000
29,961 Rates General	29,961	29,914
2,394 Statutory Charges	2,394	440
2,442 User Charges	2,442	139
2,918 Operating Grants and Subsidies	2,918	455
203 Investment Income	203	1
391 Reimbursements	391	45
539 Other Income	539	17
38,849 Operating Revenue	38,849	31,011
11,379 Salaries	11,379	1,006
3,840 Wages	3,840	708
8,179 Contractual Services	8,179	264
2,718 Materials	2,718	69
849 Finance Charges	849	(95)
7,381 Depreciation	7,381	0
4,558 Other Expenditure	4,558	740
(365) Less full cost attribution - % admin costs capitalised	(365)	0
38,539 Less Operating Expenditure	38,539	2,691
309 =Operating Surplus/(Deficit)	309	28,319
212 Provisions	212	0
7,381 Depreciation	7,381	0
7,593 Plus Non Cash Items in Operating Surplus/(Deficit)	7,593	0
7,902 =Funds Generated from Operating Activities	7,902	28,319
1,000 Amounts Received for New/Upgraded Assets	1,000	1,000
255 Proceeds from Disposal of Assets	255	0
1,255 Plus Funds Sourced from Capital Activities	1,255	1,000
5,203 Capital Expenditure on Renewal and Replacement	5,203	20
6,433 Capital Expenditure on New and Upgraded Assets	6,433	109
11,635 Less Total Capital Expenditure	11,635	128
29 Plus:Repayments of loan principal by sporting groups	29	0
0 Plus:Revenue received in advance for new/upgraded assets	0	0
0 Less:Contribution to associated entity - WRWMA	0	0
29 Plus/(less) funds provided (used) by Investing Activities	29	0
(2,449) = FUNDING SURPLUS/(REQUIREMENT)	(2,449)	29,191
Funded by		
0 Increase/(Decrease) in Cash & Cash Equivalents	0	(613)
(733) Non Cash Changes in Net Current Assets	(733)	31,814
(3,550) Less: Proceeds from new borrowings	(3,550)	(2,031)
1,834 Plus: Principal repayments of borrowings	1,834	21
(2,449) =Funding Application/(Source)	(2,449)	29,191



City of Holdfast Bay Capital Summary by Budget Item to July 2013

Original Budget \$,000	Revised Forecast \$,000	Actual YTD \$,000
365 City of Holdfast Bay Contra Account	365	0
237 Information Technology	237	0
70 Brighton Library	70	1
15 Business & Visitor Marketing Administration	15	0
80 Depot and Stores	80	0
677 Machinery Operating	677	0
3,000 Caravan Park	3,000	0
759 Road Construction and Re-seal Program	759	0
331 Footpath Program	331	1
0 Stormwater Drainage Program	0	2
107 Traffic Control Construction Program	107	3
0 Signage Program	0	1
603 Kerb and Water Table Construction Program	603	2
80 Other Transport - Bus Shelters etc.	80	0
821 Reserve Improvements Program	821	22
85 Environmental Capital Projects	85	0
1,575 Land, Buildings and Infrastructure Program	1,575	51
270 Roads to Recovery	270	0
200 Streetscape Program	200	0
2,360 Foreshore Improvements Program	2,360	45
11,635 Total	11,635	128



Alwyndor Aged Care Funds Statement as at 31 July 2013

<i>Original Budget</i> \$,000	<i>Revised Forecast</i> \$,000	<i>Actual YTD</i> \$,000
5,263 User Charges	5,263	354
9,759 Operating Grants and Subsidies	9,759	726
485 Investment Income	485	14
355 Reimbursements	355	2
151 Other Income	151	0
444 Alwyndor Donations and Contributions	444	40
16,457 Operating Revenue	16,457	1,137
12,277 Salaries	12,277	710
1,682 Contractual Services	1,682	125
817 Materials	817	40
100 Finance Charges	100	9
568 Depreciation	568	0
401 Other Expenditure	401	46
15,845 Less Operating Expenditure	15,845	931
612 =Operating Surplus/(Deficit)	612	206
568 Depreciation	568	0
187 Provisions	187	0
755 Plus Non Cash Items in Operating Surplus/(Deficit)	755	0
1,367 =Funds Generated from Operating Activities	1,367	206
2,631 Capital Expenditure on New and Upgraded Assets	2,631	13
2,631 Less Total Capital Expenditure	2,631	13
(1,264) = FUNDING REQUIREMENT	(1,264)	193
Funded by		
(2,019) Increase/(Decrease) in Cash & Cash Equivalents	(2,019)	(947)
755 Non Cash Changes in Net Current Assets	755	1,141
(1,264) =Funding Source/(Requirement)	(1,264)	193



Alwyndor Aged Care Capital Summary by Budget Item to July 2013

<i>Original Budget \$,000</i>	<i>Revised Forecast \$,000</i>	<i>YTD Actuals \$,000</i>
2,322 Hostels	2,322	13
182 Nursing Home	182	0
127 Hospitality Services	127	0
2,631 Total	2,631	13

Item No: **14.5**

Subject: **SEACLIFF – CORNER BARWELL AVE AND KAURI PARADE – LEASE TO CIVIL MINING GROUP**

Date: 27 August 2013

Written By: Strategic Property Officer

General Manager: Corporate Services, Mr I Walker

SUMMARY

Following a tender process a contract has been awarded to Civil Mining Group for the provision of concrete works for the City of Holdfast Bay.

It is intended to allow Civil Mining Group to use portion of the property located on the corner of Barwell Avenue and Kauri Parade Seacliff for the purposes of storage of materials, plant and equipment.

It is proposed to enter into a lease with the Civil Mining Group over portion of this site for a period from 1 September 2013 to 18 August 2014.

RECOMMENDATION

- 1. That approval is granted to enter into a lease with Civil Mining Group over portion of allotment 62 in DP 54730 contained in Certificate of Title Volume 5828 Folio 590, marked A and B on the attached plan.**
 - 2. That the Mayor and Chief Executive Officer be granted approval to execute and seal the required documentation to give effect to this lease.**
-

COMMUNITY PLAN

A Place to do Business
A Place that Provides Value for Money

COUNCIL POLICY

Nil

STATUTORY PROVISIONS

Retail and Commercial Leases Act, 1995
Local Government Act 1995

BACKGROUND

Tenders were sought for the provision of concrete works. Tenders closed on 7 June 2013 and following an evaluation process the tender was awarded to the Civil Mining Group. The new contract commenced on 19 August 2013 for a period of 1 year with two options to renew for a further 2 years thereafter.

REPORT

There was an informal arrangement with the previous contractor to use portion of this site for storage purposes. With the commencement of this new contract it is proposed to formalise this arrangement with the new contractor.

As part of the tender process the successful contractor, the Civil Mining Group, will be permitted to use portion of the site located at Barwell Avenue and Kauri Parade Seacliff for the purposes of storage of materials and plant and equipment, subject to entering into a lease. The area proposed to be released is approximately 800 square metres.

The Civil Mining Group has advised that they wish to enter into a lease over portion of this area.

It is proposed to enter into a lease over portion of this site as marked as areas 'A' and 'B' as shown on the plan attached in attachment 1.

Refer Attachment 1

It is proposed that the lease commence on 1 September 2013 and continue until 18 August 2014. Prior to the end of this period a new lease will be negotiated with the Civil Mining Group, should it wish to continue occupation of this site.

BUDGET

The rental payable under this lease will be \$10,000 per annum, and this has not been included in the 2013/14 budget.

LIFE CYCLE COSTS

The City of Holdfast Bay will be responsible for any structural costs and these have been included in the Long Term Financial Plan.

About this Document

This map has been created for the purpose of showing basic locality information and is a representation of the data currently held by The City of Holdfast Bay. This information is provided for private use only.

Disclaimer

While every effort has been made to ensure the accuracy of the product, Council accepts no responsibility for any errors or omissions. Property boundary line network data is supplied by State Government.



Imagery - January 2012



Item No: **14.7**

Subject: **BRIGHTON OVAL – TELECOMMUNICATIONS SITE**

Date: 27 August 2013

Written By: Strategic Property Officer

General Manager: Corporate Services, Mr I Walker

SUMMARY

Pro Realty on behalf of Telstra Corporation has approached the City of Holdfast Bay, as land owner, seeking approval to enter into a lease for the purposes of erecting a telecommunications tower with associated infrastructure within the Brighton Oval Complex.

Four possible locations have been identified within the Brighton Oval Complex, being replacing one of the four existing light poles around the football/cricket oval or replace one of the light poles used for the rugby oval.

Depending on which option is preferred negotiations will need to occur with one of the following clubs; Brighton Rugby Club Inc., (option A), Brighton Croquet Club Inc., (option B) or Brighton Sports and Social Club Inc., (options C and D), to amend the current lease.

It is proposed that Telstra Corporation Limited undertake public consultation for each of options A, B C and D regarding a proposal to enter into a lease for an initial term of five years from a dated to be confirmed.

RECOMMENDATION

- 1. That public consultation be undertaken by Telstra Corporation Limited regarding the proposal to erect a telecommunication site on the Brighton Oval.**
 - 2. That a further report be provided to Council detailing the results of the public consultation.**
-

COMMUNITY PLAN

A Place that Values its Natural Environment
A Place that Manages its Environmental Impacts
A Place that is Well Planned

COUNCIL POLICY

Nil

STATUTORY PROVISIONS

Local Government Act, 1999,
Telecommunications Act 1997 (Com)
Retail and Commercial Leases Act, 1995.

BACKGROUND

Pro Realty, on behalf of Telstra has approached the City of Holdfast Bay seeking approval to enter into a lease over portion of the land contained in the Brighton Oval complex for the purposes of erecting a telecommunications tower and associated infrastructure. Four options have been specified and these are detailed in Attachment 1.

Refer Attachment 1

REPORT

Telstra has identified that the suburbs around Hove currently do not have a level of coverage required to supply a standard of service expected. Other sites have been investigated and the Brighton Oval location has been identified as providing the best coverage whilst having the least amount of visual impact on the surrounding residents.

Telstra are proposing to erect a 35m telecommunications tower on the north eastern side of the football oval as indicated in Attachment 2.

Refer Attachment 2

-

To reduce the impact on the site Telstra is proposing that one of the existing light towers be replaced with a telecommunications tower and that the lighting be transferred to the new tower. Telstra have also proposed that they will consider undertaking additional work, such as replacing the existing scoreboard for the Brighton Football Club or undertaking some other identified work to assist the affected club. Should this proposal succeed detailed discussions will be held with the affected club.

At the time of writing this report preliminary discussions have occurred with the Brighton Football Club and the Brighton Croquet Club regarding this proposal. Neither club has any objections in principle to the proposed telecommunications tower.

To facilitate this construction, Telstra are seeking in principle agreement to continue discussions to enter into a lease for a term of up to 10 years from a date to be negotiated. The proposed infrastructure will require Development Approval and this will be sought once any lease negotiations are completed.

As the proposed lease term is more than five years public consultation is required in line with the Local Government Act, 1999. In the first instance it is proposed that Telstra Corporation undertake an initial public consultation process to ascertain the general community interest in this project. It is proposed that this public consultation will be undertaken canvassing all four proposed options

Refer Attachment 3

BUDGET

Should this proposal proceed Council will receive an amount of \$25,000 per annum for rental, that has not been budgeted for in the current financial year.

LIFE CYCLE COSTS

All costs of the infrastructure erected on the land will be the responsibility of Telstra Corporation Limited.

Attachment 1 – Location Options

Attachment 2 – Plan of Proposed Tower

Attachment 3 – Telstra Corporation Limited Consultation Plan

Phase One			Telstra's Comments
	Step 1	Work with decision makers	Council's Elected Members – Telstra have been liaising with Council officers for the past 2.5 years with the intention of putting its proposal out to community consultation. Telstra's Community Engagement Coordination Team will consist of Karyn Sullivan (Telstra), Mark Baade (SK Planning) and Shad Dunlop (ProRealty).
	Step 2	Clarify the decision to be made	Will the Council enter into a commercial lease over a small portion of community land with Telstra on a long term basis for the purpose of Telstra installing and operating a Telecommunications Facility?
	Step 3	Identify key stakeholders	<u>Primary Stakeholders:</u> City of Holdfast Bay Council, the football club, Brighton Cricket Club, Brighton Croquet Club, Brighton Lacrosse Club and Brighton Rugby Club <u>Secondary Stakeholders:</u> Council officers involved in the redevelopment of the oval, local community including the local schools, Glenelg Pigeon Club, Holdfast Bay Dog Obedience Club, Rotary Club of Brighton.
	Step 4	Consider legislative requirements	Comply with the legislative requirements to consult and follow the prescribed steps as set out in Section 50 of the Local Government Act 1999, Councils Public Consultation Policy, and the Development Act 1993.
	Step 5	Select a level of community engagement	Telstra have stated from the very beginning it wishes to meet with the Elected Members and the key stakeholders in order to discuss the proposal before going out to public consultation. Consult Public Participation Goal:

			<p>To obtain public feedback on analysis, alternatives and/or decisions.</p> <p>We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how input influenced the decision.</p>
	Step 6	Set up and maintain a community engagement record	This should be arranged and maintained by Councils Officers with Telstra's assistance.
	Step 7	Establish evaluation measures.	This should be arranged and maintained by Councils Officers with Telstra's assistance.
Phase Two			
	Step 1	Gather and record background information	Significant amount of background information has previously been supplied to Council Officers.
	Step 2	Define community engagement objectives	<p>Project objectives</p> <p>To initially brief the Elected Members to ascertain the preferred location for a telecommunications facility on the Council owned land.</p> <p>Subject to the outcomes from the above meeting, it is proposed that a meeting with Council Officers and the key stakeholders be arranged within 14 days to further discuss the proposed Telecommunications facility.</p> <p>With reference to both meetings, points raised and discussions recorded Telstra then aims to establish criteria to be used in making the final decision by 16/09/2013. Formal Consultation to commence 16/09/2013 with all stakeholders, consultation open for a period of 21 days, subject to confirmation of proposed location.</p> <p>Engagement objective at the <i>consult</i> level</p>

			To obtain feedback on options for the use of community owned land for the development of a telecommunications facility as documented in the proposed drawings (\$106417) within the timeframes as set out in Section 50 of the Local Government Act 1999 and the Development Act 1993.
	Step 3	Establish community engagement parameters	<p>Legislative – Council will be bound by the requirements of the Development Act 1993 for building development applications and by Section 50, 200 & 202 of the Local Government Act for any proposed changes to use of community land.</p> <p>Geographic –As identified on image A001, B001, B002 & B003.</p> <p>Budget - A nominal amount of \$5,000 has been budgeted for this community engagement process and is subject to Telstra’s final approval.</p> <p>Timelines – In accordance with Phase Two Step 2.</p>
	Step 4	Identify key issues/interests and responses	In consultation with Council.
	Step 5	Select suitable techniques for community engagement	<p>With Phase Two Step 1 in mind and in conjunction with Council Officers Telstra will collate the relevant information and prepare a suitable document to be issued to key stakeholders via mail.</p> <p>Telstra would seek to meet with Elected Members and the key stakeholders to directly discuss the proposed facility and the long term leasing of Community Land. Any queries raised during these meetings will be addressed at that time or as soon as practicably possible after.</p> <p>Any responses received by the key stakeholders will be responded to within a 7 day period.</p>

			Consultation should be led by the Council.
	Step 6	Evaluate Phase Two	This should be arranged and maintained by Council Officers with Telstra's assistance.
Phase Three			
	Step 1	Develop an Action Plan	Appendix 8 of the Community Engagement Handbook.
	Step 2	Complete a Task Breakdown	Appendix 9 of the Community Engagement Handbook.
	Step 3	Evaluate Phase Three	This should be arranged and maintained by Council Officers with Telstra's assistance.
Phase Four			
	Step 1	Collate and analyse information	Representations and queries from the key stakeholders will be tabled by Council Officers with the relevant responses by Telstra / Council noted in an easy to read and consistent format template.
	Step 2	Prepare a Feedback Report for stakeholders	This should be undertaken by Council Officers with Telstra.
	Step 3	Prepare a Report for Council	This should be undertaken by Council Officers.
	Step 4	Implementation of the final decision	This should be undertaken by Council Officers.
	Step 5	Evaluate Phase Four	This should be undertaken by Council Officers.
Phase Five			
	Step 1	Compile final evaluation report	This should be undertaken by Council Officers with Telstra.
	Step 2	Write the final evaluation report	This should be undertaken by Council Officers.



Option A:
Council suggested light pole swap. Location of light pole unknown, proposed development cannot confirm location of future light poles, sculptures, picnic area or walkway.

Delay in Telstra install due to unknown redevelopment date or future design. Service to residents delayed until more certainty around redevelopment, Council to advise.

Option B:
Suggested Light Pole Swap, good separation from surrounding land uses and Brighton Rd.

Telstra to install asap and not to impact on redevelopment of the oval. Service to surrounding residents improved ASAP.

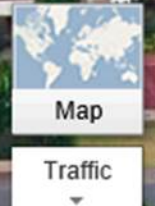
However, limitations on available space and potential leasing issues between Council, Croquet Club and Telstra.

Option C:
Suggested Light Pole Swap, good separation from surrounding land uses and Brighton Rd.

Telstra to install asap and could relocate equipment shelter up to 30m once redevelopment advances. Minimal impact on redevelopment of the oval.

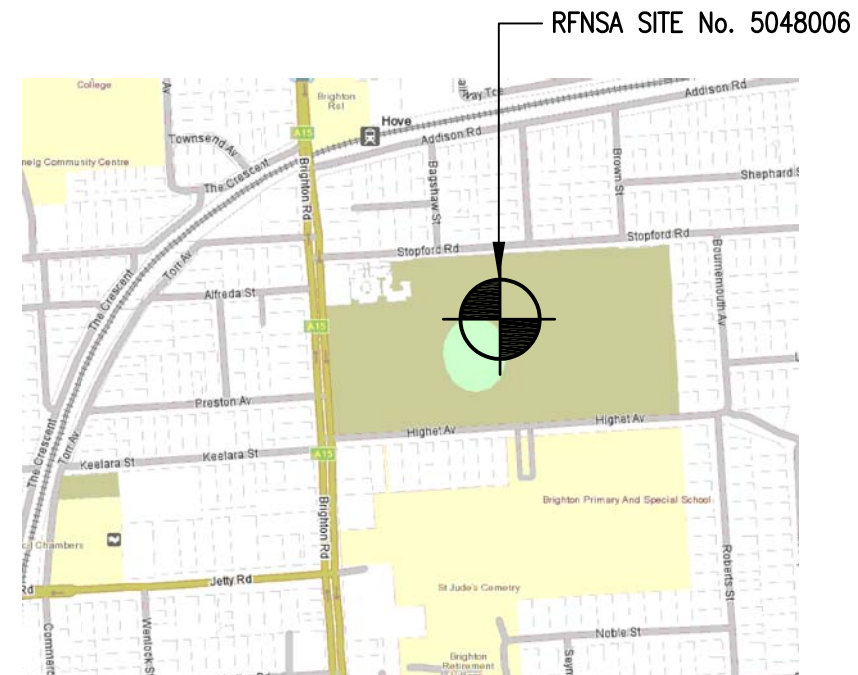
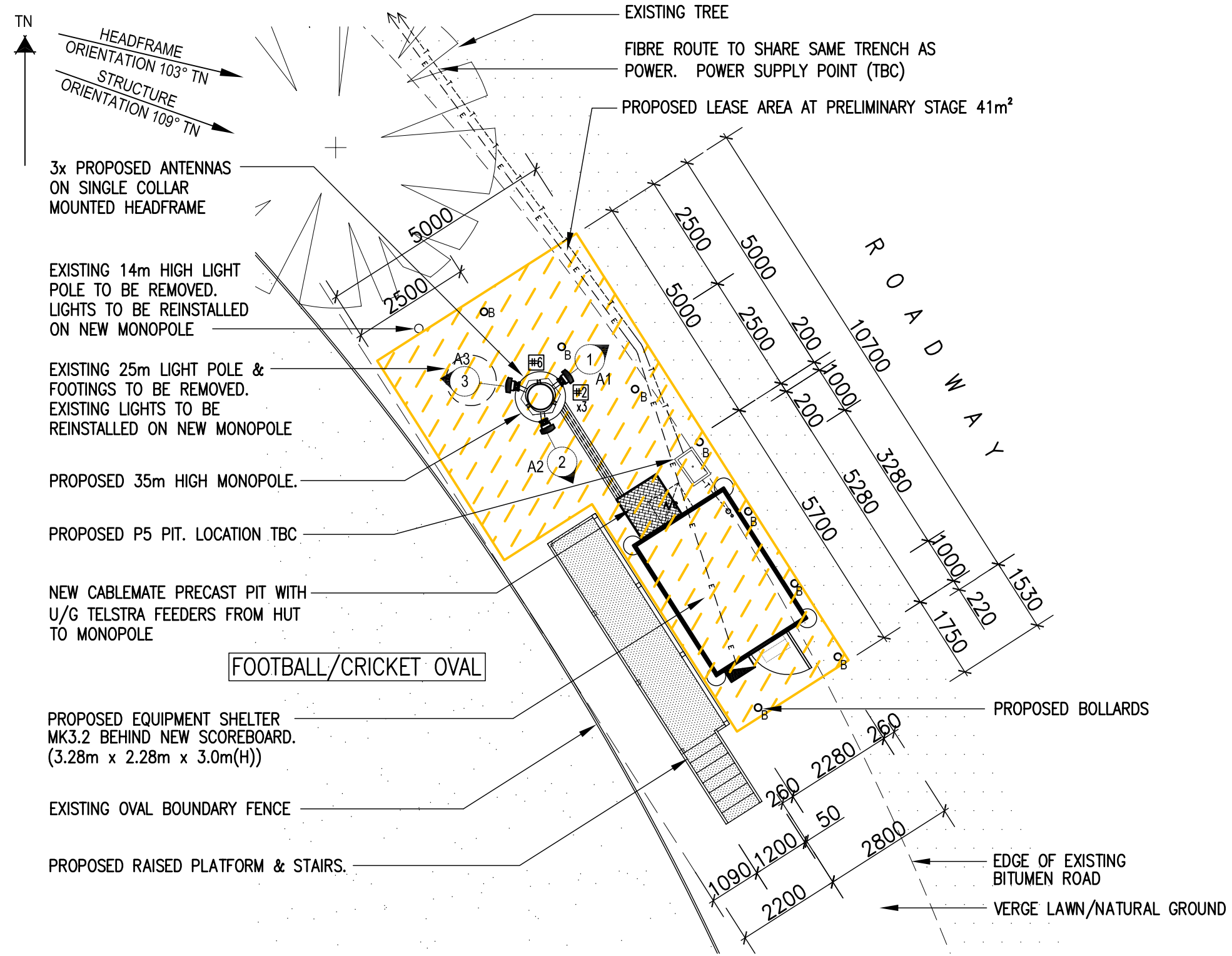
Service to surrounding residents improved ASAP.

Option D:
Suggested Light Pole Swap discounted due to close proximity of existing school and new play ground under proposed development of oval.



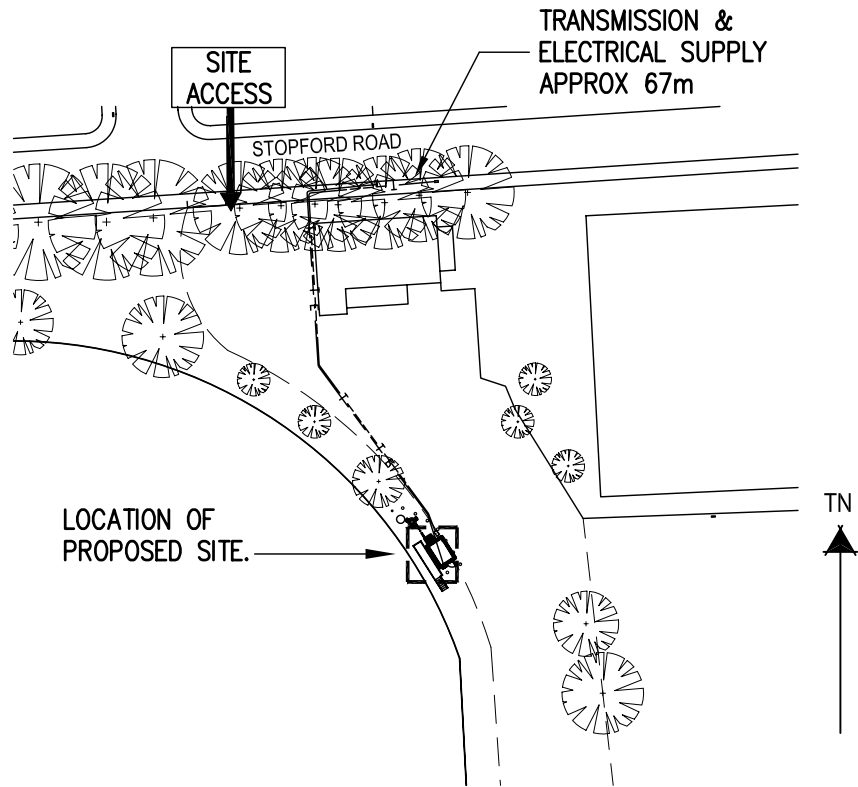
GENERAL NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS SPECIFIED OTHERWISE.
2. POSSIBLE ELECTRICAL UNDERGROUND SERVICES LOCATED IN THE VICINITY OF PROPOSAL SITE, DUE TO ADJACENT LIGHT POLES. UNDERGROUND SERVICES CHECK SHALL BE UNDERTAKEN PRIOR TO COMMENCEMENT OF ANY WORKS ON SITE



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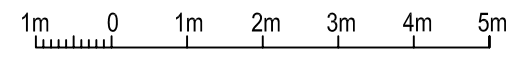
LOCALITY PLAN
NOT TO SCALE



SITE ACCESS
NOT TO SCALE

PRELIMINARY

SITE LAYOUT
SCALE 1:100



PROPERTY DESCRIPTION

CERTIFICATE OF TITLE
VOL 5750 FOLIO 187
ALLOTMENT 7, 13 & 14 IN FILED PLAN 40109
HUNDRED OF NOARLUNGA
HOVE S.A. 5048

SITE STRUCTURE CO-ORDINATES (GDA94)
GPS READING ACCURACY: ±10m
CENTRE OF POLE



LATITUDE	-35.013937 (GDA94)
LONGITUDE	138.525809 (GDA94)



ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
SN04722.01	MW	TI	PRELIMINARY DESIGN SP70964543 W02 URBIS	CB	KS	16/8/12	1
SN04722.01	MW	TI	PRELIMINARY DESIGN SP70964543 W02 URBIS	CB	KS	31/8/12	2

Telstra

MOBILE NETWORK SITE 285095
HOVE (HOKS)
SITE LAYOUT AND ACCESS
410 - 420 BRIGHTON RD
HOVE S.A. 5048

DWG NO. **S106417** SHT NO. S1

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Telstra Wireless Operations Template - 017866902 Issue 10 - 15 June 2012

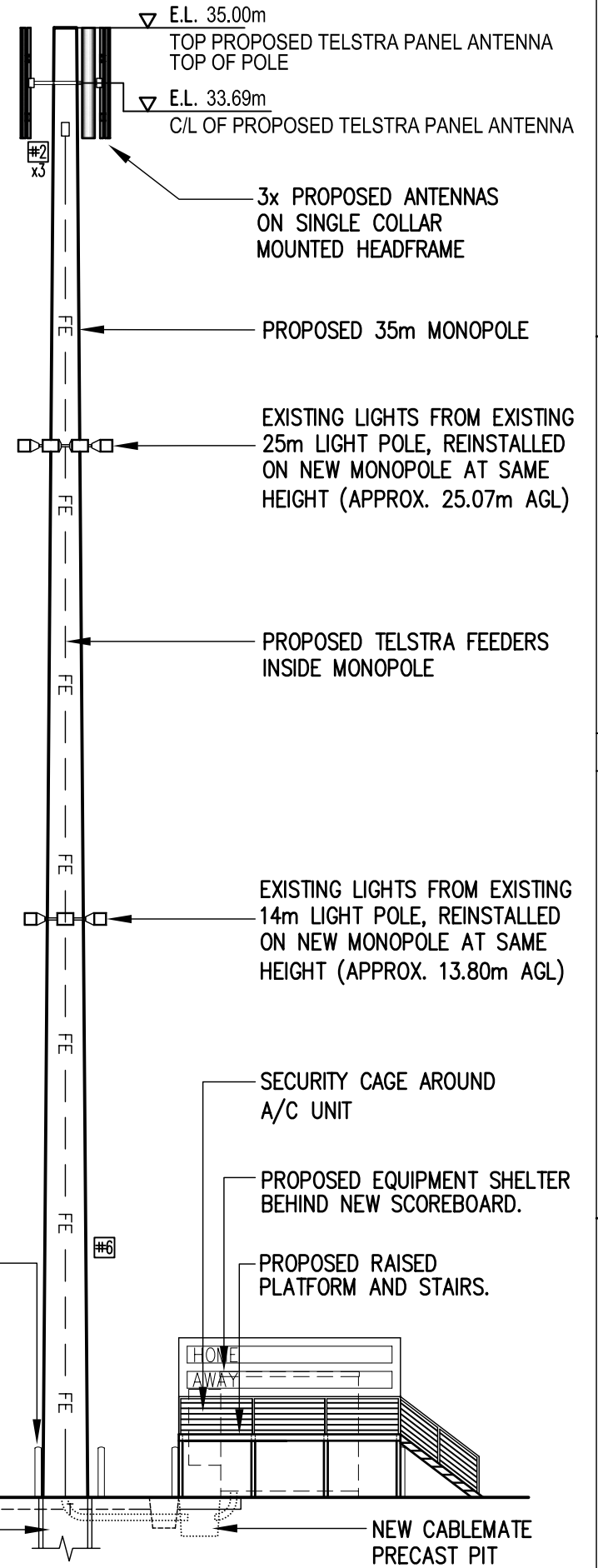
TELSTRA MOBILES ANTENNA CONFIGURATION TABLE

ANTENNA No	ANTENNA TYPE & SIZE H x W x D	ANTENNA STATUS	ANTENNA HEIGHT C/L A.G.L.	PHYSICAL ANTENNA BEARING (x°T)	SECTOR NO. & SYSTEM
A1	ARGUS CNNPX310R-6P 2630 x 370 x 115	PROPOSED	33.69m	53°	S1: WCDMA850 S1: SPARE S1: SPARE S1: SPARE S1: SPARE
A2	ARGUS CNNPX310R-6P 2630 x 370 x 115	PROPOSED	33.69m	153°	S2: WCDMA850 S2: WCDMA850 S2: SPARE S2: SPARE S2: SPARE
A3	ARGUS CNNPX310R-6P 2630 x 370 x 115	PROPOSED	33.69m	277°	S3: WCDMA850 S3: WCDMA850 S3: SPARE S3: SPARE S3: SPARE

NOTES :

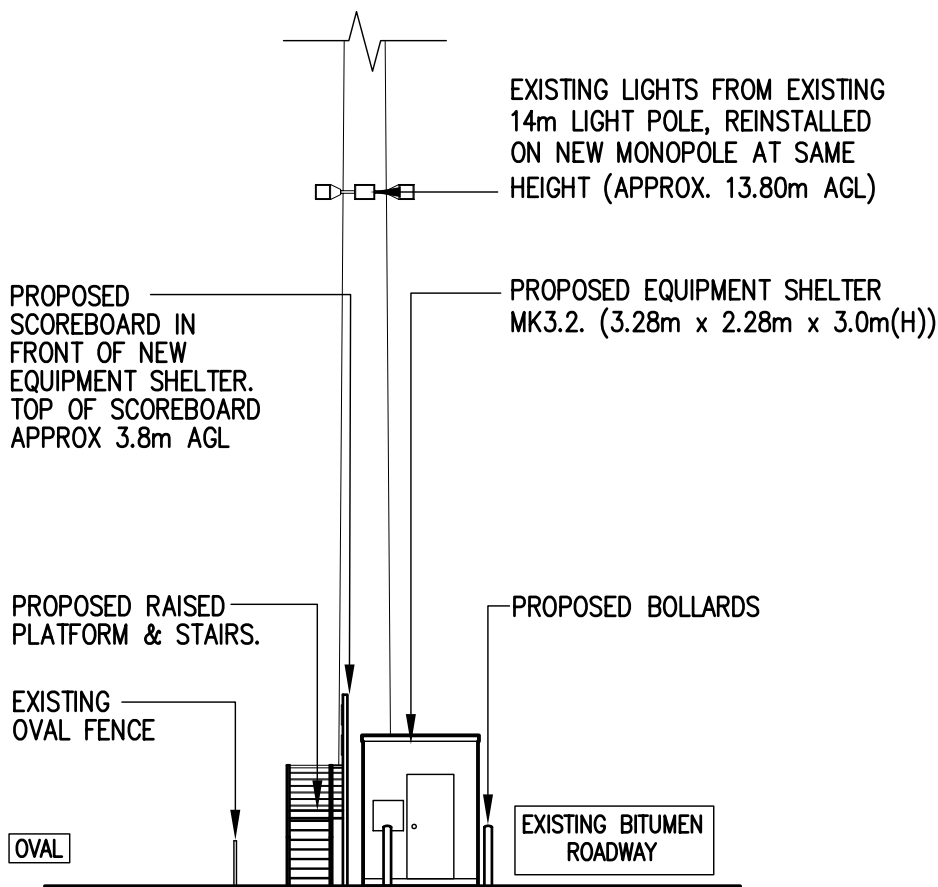
- ALL ACCESS POINTS ON THE STRUCTURE MUST BE BIRD PROOFED AS PER EXTERNAL PLANT POLICY 003615.
- FOR EME SIGNS NOTATED #X REFER TO 005486 DOCUMENTS FOR DETAILS.
- EME SIGN #2 TO BE FIXED BEHIND EACH ANTENNA
- EME SIGN #6 TO BE FIXED TO POLE AT 5M A.G.L
- THIS DRAWING SET IS A PRELIMINARY DRAWING ONLY AND IS ISSUED FOR COMMENT. IT IS NOT A DETAILED SURVEY / STRUCTURAL DRAWING AND THEREFORE COULD BE SUBJECT TO CHANGE.
- ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE STATED.
- TOWER FOOTINGS SHOWN INDICATIVELY ONLY AND SUBJECT TO ENGINEERING DESIGN BASED ON SITE SOIL CONDITIONS.

- BELOW GROUND OPTICAL FIBRE ——— T ——— T ———
- BELOW GROUND ELECTRICAL SUPPLY ——— E ——— E ———



SOUTH-WEST ELEVATION

SCALE 1:150
1.5m 0 1.5m 3m 4.5m 6m 7.5m



SOUTH-EAST ELEVATION

SCALE 1:150



ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
SN04722.01	MW	TI	PRELIMINARY DESIGN SP70964543 WO2 URBIS	CB	KS	16/8/12	1
SN04722.01	MW	TI	PRELIMINARY DESIGN SP70964543 WO2 URBIS	CB	KS	31/8/12	2

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PRELIMINARY



MOBILE NETWORK SITE 285095
HOVE (HOKS)
SOUTH-EAST AND SOUTH-WEST ELEVATION
410 - 420 BRIGHTON RD
HOVE S.A. 5048

DWG NO.

S106417

SHT NO. S3

Item No: **14.8**

Subject: **GLENELG FOOTBALL CLUB – BUSINESS STRATEGY**

Date: 27 August 2013

Written By: General Manager Corporate Services

General Manager: Corporate Services, Mr I Walker

SUMMARY

Glenelg Football Club and Glenelg Footballers Club have approached Council to increase its borrowing in order to implement strategies to restore the clubs to long term financial viability.

RECOMMENDATION

- 1. Council notes the strategies being developed by Glenelg Football Club to improve its financial viability.**
 - 2. Council approves advancing new loans up to \$500,000 to the Club repayable over a term to be negotiated.**
-

COMMUNITY PLAN

A Place for Every Generation
A Place to do Business
A Place that Welcomes Visitors
A Place that Provides Value for Money

COUNCIL POLICY

Borrowing Guidelines for Community Organisations

STATUTORY PROVISIONS

Not applicable

BACKGROUND

The Glenelg Football Club is a cornerstone sporting and community centre in Holdfast Bay. It occupies a site leased from Council for a term expiring on 30 June 2022 with current rent around \$69,000 pa.

In 2001 Council entered into a loan agreement with the Club under which the Club borrowed \$2.5 million from Council to fund its building redevelopment and upgrade program. The loan was drawn down in 8 tranches reflecting its progress payments during the building work. Council funded the loan by borrowing from the Local Government Finance Authority (LGFA) and on-lending to the Club on identical terms (ie. a 'back-to-back' loan).

In 2010, Council successfully negotiated some amendments to the loan agreement such that Council's security interest was further improved by joining the Glenelg Footballers Club as borrower and registering a security interest. The loan is secured by a deed of charge over the assets of the two related clubs (ie. Glenelg Football Club and Glenelg Footballers Club). The clubs are unable to dispose of charged assets without Council's consent.

More recently, at its meeting on 11 December 2013, Council resolved as follows:

'That Council consents to restructuring its loans to Glenelg Football Club and Glenelg Footballers Club to provide a 24 month interest-only term and consolidated into a single facility provided that there is no financial loss to Council and that the clubs meet Council's costs incurred in restructuring and documenting the new facility.'

The loans were not consolidated because of the significant 'break costs' involved (charged by a lender when prematurely terminating a loan at higher fixed interest rates), but the loans to the clubs have been amended to provide a 24 month interest only period.

As at 19 August 2013, the aggregate loan outstanding was \$1,804,854.

REPORT

Like other SANFL clubs, the Glenelg Football Club is facing challenging business conditions. It is experiencing a downturn in patronage at games and its function centre, placing a strain on its financial position. In more recent times, its chief executive officer has recently resigned and the Club's board is working hard to develop and implement strategies to return the Club to a more viable financial position.

In recent weeks, Council staff has met with officers from the Club, including board members, to discuss the Club's situation and explore options to improve its cashflow. Arising from these discussions, the Club has submitted a formal request to Council for it to make a 're-draw' on its loan from Council. The Club has approached traditional bank lenders however because the Club is not the owner of the land and buildings, it is unable to provide any security to support a loan.

Refer Attachment 1

As previously noted, the original loans have been progressively repaid such that the balance outstanding is now \$1.8 million. The Club is seeking to increase the loans by up to \$500,000 on similar terms and conditions. Council's policy provides that it borrows from the LGFA and on-lends to community organisations on identical terms other than an additional administrative credit margin of 0.5%. Enquiries with the LGFA indicate that Council could borrow up to for a term of 10 years at a rate of 5.75% pa.

The additional loan to the Club will provide it the working capital necessary to re-invest in its business activities to increase patronage and improve its longer term financial viability. The Club's strategies are more fully detailed in its letter.

An increase in the loan to the Club will have minimal impact on Council's key financial targets. Council's operating result, net financial liabilities and interest cover ratio will not be adversely affected. Council will be assuming counterparty risk (ie. the risk that the Club will not be able to service its loans but Council will still need to service its loans from the LGFA) however Council retains security over the land and buildings leased to the Club.

The alternative option, of not advancing a loan, will put the Club into a precarious position whereby it may become financially unviable, putting the existing loans at greater risk. For the year ended 31 October 2012, the Glenelg Football Club reported a net deficit of \$70,797 and the Glenelg Footballers Club a net surplus of \$328,759 (as per the clubs' audited accounts). This included an abnormal item of revenue of \$240,000 by way of a grant. For the 9 months ended 31 July 2013, the two clubs have reported an unaudited net deficit of \$184,763.

BUDGET

Advancing a further loan to the Club will have minimal impact on Council's 2013/14 budget as Council will borrow from the LGFA and on-lend to the Club at a higher rate.

LIFE CYCLE COSTS

The loan will have minimal impact on Council's financial performance in the future. In the event Council resolves not to advance a loan to the Club, there is a significant risk that the Club could fail financially and place Council's existing loans at risk.