



Council 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 28 August 2018 at 7.00pm

Justin Lynch
CHIEF EXECUTIVE OFFICER

Please note: This agenda contains Officers' reports and recommendations that will be considered by the Council. Any confidential items listed on the agenda will be circulated to Members separately.

AGENDA

Ordinary Council Meeting Agenda

1. OPENING

The Acting Mayor will declare the meeting open at 7:00pm.

2. KAURNA ACKNOWLEDGEMENT

We acknowledge Kaurna 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 Kaurna 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 14 August 2018 be taken as read and confirmed.

Moved Councillor _____, Seconded Councillor _____

Carried

8. PUBLIC PRESENTATIONS

8.1 **Petitions** - Nil

8.2 **Presentations** - Nil

8.3 **Deputations** - Nil

9. QUESTIONS BY MEMBERS

9.1 **Without Notice**

9.2 **On Notice - Nil**

10. MEMBER'S ACTIVITY REPORTS - Nil**11. MOTIONS ON NOTICE**

11.1 Motion on Notice – Additional Allocation of Funds for the Seacliff Surf Tower – Councillor Lonie (Report No: 286/18)

11.2 Motion on Notice – Masterplan – Holdfast Bay Community Centre – Councillor Clancy (Report No: 302/18)

11.3 Motion on Notice - Use of Single Use Plastics to Reduce Waste to Landfill – Councillor Yates (Report No: 303/18)

12. ADJOURNED MATTERS

12.1 Adjourned Report - Draft Jetty Road Glenelg Retail Strategy 2018-2022 [Report No: 129/18] (Report No: 284/18)

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

13.1 Minutes – Southern Region Waste Resource Authority – 6 August 2018 (Report No: 287/18)

14. REPORTS BY OFFICERS

14.1 Items in Brief (Report No: 288/18)

14.2 Open Space and Public Realm Strategy (Report No: 285/18)

14.3 Acting Arrangements in the Absence of the Chief Executive Officer (Report No: 289/18)

14.4 2018-19 Community Donations Program (Report No: 283/18)

14.5 Application for Landowners Consent – Seacliff Community Recreation Association – Signage (Report No: 292/18)

14.6 Application for Landowners Consent – Mawson Oval Joint Use Agreement – New Playground Area (Report No: 293/18)

14.7 Greening our Community Grants 2018-19 (Report No: 291/18)

15. RESOLUTIONS SUBJECT TO FORMAL MOTIONS

Presented for the information of Members is a listing of resolutions subject to formal resolutions, for Council and all Standing Committees, to adjourn or lay on the table items of Council business, for the current term of Council.

16. URGENT BUSINESS – Subject to the Leave of the Meeting

17. CONFIDENTIAL**11.4 Motion on Notice – Appointment to the Alwyndor Management Committee – Councillor Clancy**

Pursuant to Section 83(5) of the Local Government Act 1999 the Report attached to this agenda and the accompanying documentation is delivered to the Council Members upon the basis that the Council consider the Report and the documents in confidence under Part 3 of the Act, specifically on the basis that Council will receive, discuss or consider:

- 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).

17.1 Brighton Oval Complex – Redevelopment Contract Approval (Report No: 294/18)

Pursuant to Section 83(5) of the Local Government Act 1999 the Report attached to this agenda and the accompanying documentation is delivered to the Council Members upon the basis that the Council consider the Report and the documents in confidence under Part 3 of the Act, specifically on the basis that Council will receive, discuss or consider:

- b. Information the disclosure of which could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and would, on balance, be contrary to the public interest.
- d. commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and would, on balance, be contrary to the public interest.

18. CLOSURE

**JUSTIN LYNCH
CHIEF EXECUTIVE OFFICER**

Item No: **11.1**

Subject: **MOTION ON NOTICE – ADDITIONAL ALLOCATION OF FUNDS FOR THE
SEACLIFF SURF TOWER – COUNCILLOR LONIE**

Date: 28 August 2018

PROPOSED MOTION

Councillor Lonie proposed the following motion:

That Council

- (a) rescind part 3 of motion number C240718/1230 in report 256/18 reducing funding to \$40,000 towards the Seacliff Surf Lifesaving Observation Tower;**
 - (b) approve a total \$70,000 towards the Seacliff Surf Lifesaving's Observation Tower.**
-

Item No: **11.2**

Subject: **MOTION ON NOTICE – MASTERPLAN – HOLDFAST BAY COMMUNITY CENTRE – COUNCILLOR CLANCY**

Date: 28 August 2018

PROPOSED MOTION

Councillor Clancy proposed the following motion:

That the funding of \$30,000 be reinstated in the 2018-2019 budget.

BACKGROUND

There is a Federal election by May next year and State in 2022 plus other grants. It is important to have a master plan ready so that there can be applications for grants.

Since 2007 the community has been waiting for the plan and eleven years is too long

ADMINISTRATION COMMENT

In a review of the current building stock at Holdfast Bay Community Centre (HBCC) by Council officers, it was found that our estimates of the state of the building may have been overly conservative in the past. Following recent maintenance work, including some recladding, roof replacement and new decking and with a continued reactive and preventative maintenance program in place, the current buildings may have another 15 years of useful life in them.

In light of the recent Council decision regarding the future development options for the site, and with the lower priority of the upgrades to infrastructure at the HBCC, the development of a HBCC Master plan should be deferred until an appropriate time in the future.

As such, spending the \$30,000 allocated in 2018/19 on a masterplan at the Holdfast Bay Community Centre is not a current priority and the work should be deferred when the infrastructure planning is required, preferably within the next 5 years.

Item No: **11.3**

Subject: **MOTION ON NOTICE – USE OF SINGLE USE PLASTICS TO REDUCE WASTE TO LANDFILL – COUNCILLOR YATES**

Date: 28 August 2018

PROPOSED MOTION

Councillor Yates proposed the following motion:

That Administration research and report back on options to mitigate the use of single-use plastics and currently unrecyclable plastics like composites and polystyrene, thereby reducing the need for plastic recycling, decreasing waste to landfill and improving Council's total carbon footprint by evaluating current supply chains.

BACKGROUND

With the Chinese Sword reduction by China of taking recycling from other countries, recycling is not as good an option as it once was. Australia itself does not currently have sufficient recycling companies, companies that create recycled products or uptake of such products to use all the recyclables, especially plastic, that we daily dispose of. It is imperative that Council shows community leadership in reducing material to recycling as much as possible, especially plastic because this degrades over time in sunlight to create microplastics that contaminate our soil and water and are almost impossible to clean up.

Replacement of single-use plastic by compostable alternatives like corn starch, waxed paper and bamboo is possible for most items or by reducing the use of plastic straws, balloons etc. through lifestyle changes eg. KeepCups, filtering tap water rather than using bottled water. Being a coastal council, we are aware of the terrible consequences of plastic reaching the ocean and killing marine life and seabirds. Fish will eat pieces of plastic in preference to normal food and are slowly starved by it. Seabirds tragically feed it to their young. Unfortunately the vast majority of plastic does not get responsibly recycled and has a long life so most of what we threw away years ago still exists somewhere. Australia's current level of plastic usage is not sustainable. Council should therefore encourage the wider community, especially traders at council events or using our open spaces, to champion similar values and to reduce waste and limit plastic usage, especially single-use or unrecyclable plastic, as far as possible.

Item No: **12.1**

Subject: **ADJOURNED REPORT - DRAFT JETTY ROAD GLENELG RETAIL STRATEGY 2018-2022 [REPORT NO: 129/18]**

Date: 28 August 2018

Written By: General Manager Community Services

General Manager: Community Services, Ms M Lock

SUMMARY

Council at its meeting held 26 June 2018 resolved to adjourn Report No: 129/18:

“That Council adjourn the motion to allow time for convening a workshop, including all stakeholder representatives, to take this strategy document and build:

- 1. a clear vision;*
- 2. objectives to achieve that vision;*
- 3. strategies necessary to achieve the objectives;*
- 4. actions to be taken and road map to implement them; and*
- 5. measures to determine our progress in achieving them.”*

This report represents Report No: 129/18 for Council’s consideration in Attachment 1.

Revised documentation is attached for Council’s endorsement following the Elected Member Workshop on 7 August 2018.

RECOMMENDATION

That Council:

- 1. note this report and the updated Draft Jetty Road Glenelg Retail Strategy 2018-2022 Summary and Full Strategy and four year Action Plan, and;**
 - 2. endorse the Draft Jetty Road Glenelg Retail Strategy for trader consultation during 19 November to 7 December 2018.**
-

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Community: Providing welcoming and accessible facilities

Community: Fostering an engaged and contributing community
Economy: Supporting and growing local business
Economy: Boosting our visitor economy

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

At the 7 March 2017 JRMCM meeting the JRMCM endorsed the vision, strategic objectives and direction of the draft Jetty Road Retail Strategy 2018-2022.

Throughout April, May and June 2018 the JRMCM reviewed the draft and provided feedback to administration.

At the 20 June JRMCM special meeting the JRMCM endorsed the draft strategy.

On 7 August David West, Premier Retail Marketing and Mark Faulkner, Chair Jetty Road Mainstreet Committee presented during a Council workshop and overview of the Retail Strategy and four year Action Plan.

REPORT

The draft document delivered by Premier Retail Marketing has undergone final editing and this draft has informed the delivery of a high level public facing document. A copy of the revised Draft Jetty Road Retail Strategy 2018-2022 Summary document and the full strategy are attached to this report. Additionally a four year Action Plan and associated frequently asked questions has been developed to support trader engagement and the implementation of the Retail Strategy.

Refer Attachments 2, 3, & 4

The 4 key priorities are:

1. Promote shopping and dining as the key reasons to visit
2. Develop and enhance the appeal of the retail experience
3. Grow the capabilities of the retail sector
4. Work better together.

The Jetty Road Retail Strategy will be:

- Placed on the City of Holdfast Bay's Your View website throughout July 2018 for consultation,

- Promoted to traders for comment in the Jetty Road trader newsletter, and;
- The strategy will be hand delivered to traders to ensure awareness of the engagement.

Activity	Timeframe	Who
Endorsement of draft Strategy by JRMCM	20 June 2018	JRMCM
Draft Strategy to Council to note	26 June 2018	COHB City Activation
Business engagement conducted via trader news and Your View website	28 June 2018 – 19 July	COHB City Activation
Feedback and amendments circulated to JRMCM electronically	23-27 July	COHB City Activation
Feedback and amendments presented to JRMCM and JRMCM to endorse	1 Aug 2018	COHB City Activation
Final Strategy sent to council to note	14 August 2018	COHB
Strategy engagement via Jetty Road Trader Newsletter + YourView	19 November – 7 December 2018	JRMCM

Importantly an Engagement and Communications Plan has been developed to support trader engagement.

A report will be returned to Council at the conclusion of the trader engagement period with the final Jetty Road Glenelg Retail Strategy 2018-2022 Summary, Full Strategy and four year Action Plan for endorsement.

BUDGET

The cost of public consultation will be absorbed within existing budget lines.

LIFE CYCLE COSTS

The 2018/2019 budget includes \$40,000 for implementing actions contained in the Summary.

Item No: **14.7**

Subject: **DRAFT JETTY ROAD GLENELG RETAIL STRATGEY 2018-2022**

Date: 26 June 2018

Written By: Jetty Road Development Coordinator

Acting General Manager: Community Services, Ms M Lock

SUMMARY

At the 7 March 2017 Jetty Road Mainstreet Committee (JRMC) meeting the Committee endorsed the vision, strategic objectives and direction of the draft Jetty Road Glenelg Retail Strategy 2018-2022.

At the 11 April 2018 JRMC meeting the draft high level summary was presented for endorsement ready for trader consultation throughout May 2018. At the meeting the Committee discussed the draft document and agreed that the Committee members should have more time to provide feedback on the Draft Strategy presented. At this meeting the Committee adjourned endorsing the draft Jetty Road Retail Strategy until the 2 May 2018 JRMC meeting and Committee members were asked to provide feedback on the draft document to the Manager City Activation by 20 April 2018. Throughout May and June Committee members reviewed the draft strategy and provided feedback to the Jetty Road Development Coordinator.

At the 20 June JRMC special meeting the JRMC endorsed the draft strategy. Presented for information is the draft Jetty Road Glenelg Retail Strategy 2018-2022 and summary document that is ready for trader consultation via the City of Holdfast Bay's Your View website from 28 June to 19 July 2018.

RECOMMENDATION

That Council:

- 1. Note this report and the Draft Jetty Road Glenelg Retail Strategy 2018-2022 Summary and Full Strategy, and;**
 - 2. Endorse the Draft Jetty Road Glenelg Retail Strategy for trader consultation during 28 June to 19 July 2018.**
-

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Community: Providing welcoming and accessible facilities
Community: Fostering an engaged and contributing community
Economy: Supporting and growing local business
Economy: Boosting our visitor economy

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

At the 7 March 2017 JRMC meeting the JRMC endorsed the vision, strategic objectives and direction of the draft Jetty Road Retail Strategy 2018-2022.

Throughout April, May and June the JRMC reviewed the draft and provided feedback to administration.

At the 20 June JRMC special meeting the JRMC endorsed the draft strategy.

REPORT

The draft document delivered by Premier Retail Marketing has undergone final editing and this draft has informed the delivery of a high level public facing document. A copy of the Draft Jetty Road Retail Strategy 2018-2022 Summary document and the full strategy are attached to this report.

Refer Attachments 1 & 2

The 4 key priorities are:

1. Promote shopping and dining as the key reasons to visit
2. Develop and enhance the appeal of the retail experience
3. Grow the capabilities of the retail sector
4. Work better together

The Jetty Road Retail Strategy will be:

- Placed on the City of Holdfast Bay's Your View website throughout July 2018 for consultation,
- Promoted to traders for comment in the Jetty Road trader newsletter, and;
- The strategy will be hand delivered to traders to make them aware of the engagement.

Activity	Timeframe	Who
Endorsement of draft Strategy by JRMCM	20 June 2018	JRMCM
Draft Strategy to Council to note	26 June 2018	COHB City Activation
Business engagement conducted via trader news and Your View website	28 June 2018 – 19 July	COHB City Activation
Feedback and amendments circulated to JRMCM electronically	23-27 July	COHB City Activation
Feedback and amendments presented to JRMCM and JRMCM to endorse	1 Aug 2018	COHB City Activation
Final Strategy sent to council to note	14 August 2018	COHB
Strategy launched via Jetty Road Trader Newsletter	16 August 2018	JRMCM

Importantly an Engagement and Communications Plan is currently being developed for JRMCM review.

BUDGET

The cost of public consultation will be absorbed within existing budget lines.

LIFE CYCLE COSTS

The 2018/2019 budget includes \$40,000 for implementing actions contained in the Summary.

Item No: **13.1**

Subject: **MINUTES – SOUTHERN REGION WASTE RESOURCE AUTHORITY
BOARD MEETING– 6 AUGUST 2018**

Date: 28 August 2018

Written By: General Manager, Business Services, Mr R Bria

General Manager: Business Services, Mr R Bria

SUMMARY

The minutes of the Southern Region Waste Resource Authority (SRWRA) Board Meeting held on 6 August 2018 are attached and presented for Council’s information.

RECOMMENDATION

That the minutes of the Southern Region Waste Resource Authority Board Meeting held on 6 August 2018 be noted by Council (Attachment 1).

COMMUNITY PLAN

Economy: Supporting and growing local business
Economy: Harnessing emerging technology
Environment: Building an environmentally resilient city
Environment: Using resource efficiently
Environment: Fostering an environmentally connected community
Culture: Being financially accountable
Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

Southern Region Waste Resource Authority (SRWRA) is a regional subsidiary established by the Cities of Onkaparinga, Marion and Holdfast Bay (the "constituent councils"), pursuant to Section 43 of the Local Government Act, 1999.

REPORT

At the meeting, the following items were discussed:

- Annual Policy Review (13 Policies were reviewed)
- Probity Audit (Purchase & Lease of Land)
- Draft Water Storage Lease
- Material Recovery Facility Feasibility Assessment
- Draft – Finance Report to June 2018
- Investment Analysis
- CEO Information Report
- Risk Report 2018

The Minutes of the Meeting are attached for Members' information.

BUDGET

Not Applicable

LIFE CYCLE COSTS

Not Applicable

SOUTHERN REGION WASTE RESOURCE AUTHORITY

BOARD MEETING MINUTES

Held on

Monday 6th August 2018

Meeting Commenced at 5.02pm

at

112 Bakewell Drive Seaford Heights

Boardroom

(Light refreshments provided)

This meeting of the Board will NOT be conducted in a place open to the public (REF: - Charter 2.5.17)

All documents presented to, received at or derived from the meeting will remain confidential and not available for public inspection unless the Board otherwise resolves (REF: - Charter 2.5.21)

1. OPENING

2. ATTENDANCE RECORD

2.1 Present

Mark Booth	-	Chairperson
Kirk Richardson	-	Member
Ian Crossland	-	Member
Alison Hancock	-	Member
Roberto Bria	-	Member
John Smedley	-	Deputy Member

2.2 In Attendance

Mark Hindmarsh	-	Chief Executive Officer
Steve Wright	-	General Manager
Kathy Dollman	-	Office Manager

2.3 Apologies

Vincent Mifsud	-	Member
Lynda Yates	-	Member

3. MINUTES OF MEETING

3.1 Board Meeting

Moved: Ian Crossland

Seconded: Roberto Bria

That the minutes of the Ordinary Meeting held 4th June 2018 be confirmed as a true and accurate record with a minor amendment.

CARRIED

4. GUESTS

Nil

5. DECLARATION CONFLICT OF INTEREST

Members are to declare any conflict of interest before each item.

All members making a declaration must inform the meeting of the nature of the interest including whether the interest is Material/Actual or Perceived and whether they will continue to take part in the meeting.

If a member has made a declaration then the following will be minuted:

- The member's name
- The nature of the interest as described by the member
- If the member took part in the meeting
- If the member voted, the manner in which he/she voted
- How the majority of members voted

Mark Booth declared a Conflict of Interest in the Chairperson Allowance Review Policy and will absent himself from the meeting

Ian Crossland declared a perceived Conflict of Interest in the Whistleblower Protection Policy and Fraud and Corruption Prevention Policy and will take no part in discussion regarding the review of those Policies.

Alison Hancock declared a perceived Conflict of Interest in the Chief Executive Officers Report – Renewable Energy JV Update - due to a Development Application currently with City of Onkaparinga that will be presented for public notification on 15.08.18.

6. ITEMS OF BUSINESS

6.1.1 Policy Review

Moved: Alison Hancock

Seconded: Roberto Bria

1. That the Board adopts the Chairperson Allowance Review Policy, Unsolicited Bids Policy with minor changes, Code of Conduct for Employees of SRWRA, Risk Management Policy, Investment/Borrowing Policy, Procurement Policy, Stakeholders Engagement Policy, Recognition of Service Policy and the SRWRA Board Member Policy for a period of three years.
2. That the Prudential Report Policy – Draft, Records Management Policy, Whistleblower Protection Policy and Fraud and Corruption Policy are withdrawn for further review.
3. That the Board determines the minutes, reports and attachments relating to Report No. 20/18 will be available for public inspection.
4. That the Board determines Report No. 20/18 will be the subject of an information report to the Constituent Councils.

CARRIED

Kirk Richardson departed the meeting at 5.45pm

Kirk Richardson returned to the meeting at 5.47pm

Mark Booth departed the meeting at 5.48pm.

Kirk Richardson assumed the position of Chairperson during the discussion regarding the Chairperson Allowance Review Policy.

Mark Both returned to the meeting at 5.49pm and reassumed the position of Chairperson.

6.1.2 Annual General Meeting

Moved: Kirk Richardson

Seconded: Roberto Bria

1. That SRWRA determines the Annual General Meeting will be held at the SRWRA office, 112 Bakewell Drive Seaford Heights, on Monday 17th September 2018 at 5.00pm.
2. That the Board determines the minutes, reports and attachments relating to Report No. 21/18 will be available to the public.
3. That the Board determines Report No. 21/18 will be the subject of an information report to the Constituent Councils.

CARRIED

6.1.

3 **Probity Audit (Purchase & Lease of Land)**

Moved: Ian Crossland

Seconded: Roberto Bria

1. That the report relating to the Probity Audit (Purchase & Lease of Land) be received.
2. That the Board determines the Report No. 22/18 will remain confidential due to ongoing commercial negotiations.
3. That the Board determines Report No. 22/18 will be the subject of a confidential information report to Constituent Councils.

CARRIED

6.1.4 **Draft Water Storage Lease**

Moved: Alison Hancock

Seconded: Roberto Bria

1. That the report relating to the Draft Water Storage Lease be received.
2. That the Board determines the Report No. 23/18 will remain confidential due to ongoing commercial negotiations and planning approvals.
3. That the Board agree to the proposed rental fee of \$49,900 (ex GST) per annum to lease the proposed land area of 217,000m².
4. That the Board authorises the Chief Executive Officer to renegotiate the terms of the lease as recommended by the Board.
5. That the Chief Executive Officer presents a revised Lease for further consideration and decision by the Board.
6. That the Board determines Report No. 23/18 will be the subject of a confidential information report to Constituent Councils.

CARRIED

6.1.5 Material Recovery Facility (MRF) Feasibility Assessment

Moved: Ian Crossland

Seconded: Kirk Richardson

1. That the report relating to the MRF Feasibility report be received.
2. That the Board determines the Report No. 24/18 will remain confidential due to commercial sensitivities.
3. That the Authority continues to explore further opportunities through consultation with Constituent Council CEO's to develop an MRF.
4. That the Board determines Report No. 24/18 will be the subject of a confidential information report to Constituent Councils.

CARRIED

6.2.1 Draft - Finance Report to June 2018

Moved: Roberto Bria

Seconded: Kirk Richardson

1. That the Draft - Finance Report for June 2018 including explanatory notes and attachments be received.
2. That the Board determines the minutes, reports and attachments (summaries only) relating to Report No. 25/18 will be available for public inspection.
3. That the Board determine that the attachments to report No. 25/18 will remain confidential.
4. That the Board determines Report No. 25/18 will be the subject of an information report to Constituent Councils.

CARRIED

6.2.2 Investment Analysis

Moved: Kirk Richardson

Seconded: Ian Crossland

1. That the Investment Analysis Report be received.
2. That the Board determines Report No. 26/18 will be available for public inspection.
3. That the Board determines Report No. 26/18 will be subject to an information report to the Constituent Councils.

CARRIED

6.3.1 Chief Executive Officers Information Report

Moved: Kirk Richardson

Seconded: John Smedley

1. That the Chief Executive Officer's information report be received.
2. That the Board determines the Report No. 27/18 will remain confidential.
3. That the Board determines Report No. 27/18 will be the subject of a confidential information report to Constituent Councils.

CARRIED

6.3.2 Risk Report 2018

Moved: Kirk Richardson

Seconded: Alison Hancock

1. That the Risk Report be received.
2. That the Board determines Report No. 28/18 will be available to the public.
3. That the Board determines Report No. 28/18 attachments will remain confidential
4. That the Board determines Report No. 28/18 will be the subject of an information report to Constituent Councils.

CARRIED

7. OTHER BUSINESS

8. NEXT MEETING

Monday 17th September 2018

Staff were asked to leave the meeting at 7.45pm in order for the Board to discuss the Annual Performance Review of the CEO.

9. CLOSURE

Meeting closed at 8.50 pm

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Mark Booth - Chairperson

Item No: **14.1**
Subject: **ITEMS IN BRIEF**
Date: 28 August 2018
Written By: Personal Assistant
General Manager: Business Services, Mr R Bria

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 following items be noted and items of interest discussed:

1. **Glenelg Police Station Operation Hours**
 2. **Quarterly 2017-18 Grants Update**
 3. **Seacliff Surf Life Saving Club - Tower**
 4. **Jetty Road Brighton - cleaning**
-

COMMUNITY PLAN

Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

REPORT

1. **Glenelg Police Station Operation Hours**

At the meeting of 24 July 2018, Resolution Number C240718/1219, Council asked the CEO, Justin Lynch, to write to Corey Wingard MP, Minister for Police, Emergency Services and Correctional Services, on what will be the new operating hours for the Glenelg Police Station and when will the new operation hours be instigated.

Refer Attachment 1

A response letter has been received from Vicki Chapman MP, Acting Minister for Police, Emergency Services and Correctional Services, advising that the operation hours of the Glenelg Police Station are still being finalised and that Council will be advised accordingly, as outlined in the attached correspondence.

Refer Attachment 2

2. **Quarterly 2017-18 Grants Update**

For the 2017-18 financial year (at the fourth quarter) Council expected to receive \$8,901,578 in external grant funding. This consists of:

- \$5,782,601 in capital grants
- \$307,676 in operating and other projects
- \$2,811,301 in recurring grants.

The attached schedule provides the details of our external grant position. This shows the total for the fourth quarter, \$1,927,066 had been received. For 2017-18, a total of \$9,514,188 had been received from the confirmed total for the financial year (not including any operating subsidies from Alwyndor). Advance payments for both Financial Assistance Grants (General and Roads) were received in the fourth quarter of 2017-18, for the 2018-19 financial year, totaling \$618,610.

Refer Attachment 3

In the fourth quarter, of seven applications, five submissions for grant opportunities were awaiting notification (totaling \$635,300) and two applications were successful; \$15,000 for the Holdfast Tennis Club from Tennis SA (subject to receiving further funding from the Office of Recreation and Sports), and \$265,878 for Anzac Highway Bike Lane works from Department of Infrastructure, Regional Development and Cities.

Council will continue to monitor grant opportunities with the aim for applying for funding where applicable and suitable.

3. **Seacliff Surf Life Saving Club – Tower**

The following art work (final design) has been approved for the lower story of the tower.

Graphic 3 is the west side (beach facing)

Graphic 2 is the south side

Graphic 1 is the north side (facing Brighton) - door access to the storage area on the 4 panels to the left, emu is on the panel on the RHS of the first aid room door.

Note – no panels or art work for the east side as the Council is not removing the current toilet block so there is no point in spending money on the side that will not be visible.

The upper container will have an off white CSR Cementil (as per previous illustrations) product attached and on both sides (north and south) will be the club logo in black with a smaller Royal Wolf, CSR and SLSSA logo.

Refer Attachment 4

4. **Jetty Road Brighton – Cleaning**

Council has booked an annual clean of the popular Jetty Road, Brighton Precinct which will commence on Monday 3 September 2018.

The cleaning which is required to be carried out is as follows:

- High pressure cleansing of all walkways and dining areas, this will achieve the most consistent finish.
- Sweeping of the streets immediately after the high-pressure cleaning.
- Finally, the full wash down of all bins and balustrades.

Council has liaised with residents and the local traders regarding this clean. Please find attached map outlining the area concerned.

Refer Attachment 5

Council Resolution: C240718/1219

30 July 2018

Hon. Corey Wingard
Member for Gibson
Level 2, 1 Milham Street
OAKLANDS PARK SA 5046
Email: gibson@parliament.sa.gov.au

Dear Minister Wingard,



I write with regard to a recent Council Resolution which concerns the Glenelg Police Station.

Over the years the City of Holdfast Bay have been outspokenly opposed to the reduction of the Glenelg Police Station's operating hours; which were imposed as part of the South Australian Police (SAPol) Organisational Reform Program in 2016.

Both prior to and since the implementation of these new standard hours (Monday to Friday 9:00am to 5:00pm), Council wrote to the previous Minister for Police expressing its concerns that the reduction in station operating hours would diminish SAPol's ability to deliver services to the greater Glenelg community, and impact their capacity to respond to matters in Glenelg promptly.

These concerns were acknowledged by you and as part of the last State Government Election one major promise was to see the reinstatement of longer operating hours at the busy precinct station. Council recognises the efforts of Stephen Patterson MP to raise this matter to the attention of SAPol. As Council is concerned for the safety of its residents it seeks clarification of the following:

1. What will the new operating hours for the Glenelg Police Station be?
2. When will the new operating hours for the Glenelg Police Station commence?

I look forward to your reply.

Yours sincerely,



Justin Lynch
Chief Executive Officer

CC: Hon. Stephen Patterson
Member for Morphett
Morphett@parliament.sa.gov.au



Hon Corey Wingard MP



Government of South Australia

Minister for Police, Emergency Services and Correctional Services

Minister for Recreation, Sport and Racing

GPO Box 668
ADELAIDE SA 5001
DX 450

T: (08) 8463 6641
F: (08) 8463 6642

E: MinisterWingard@sa.gov.au

18POL0430

Mr Justin Lynch
Chief Executive Officer
City of Holdfast Bay
PO Box 19
BRIGHTON SA 5048

Dear Mr Lynch

Thank you for your correspondence dated 30 July 2018 regarding the Glenelg Police Station operation hours.

The Marshall Liberal Government is committed to delivering on our election promise to extend the hours of operation of Glenelg Police Station during peak times. This will ensure the Station is open when it is needed.

The commencement date for the extended operating hours of the Glenelg Police Station are still being finalised. I look forward to notifying you when the date is confirmed.

The Marshall Liberal Government is also exploring ways for frontline police to spend more time out in the community. To work toward this, the Government has recently commissioned an independent review of police work. The purpose of this review will be to reduce red tape so that police can streamline their operations and spend less time on paperwork and more time out protecting our community.

I thank you for your interest in the Glenelg Police Station and trust this information is of assistance.

Yours sincerely

Hon Vickie Chapman MP
Acting Minister for Police, Emergency Services and Correctional Services

14/8/2018

City of Holdfast Bay
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SUCCESSFUL APPLICATIONS**Grant - Capital**

Bid Title	Grant Total	Received in Previous Financial Year(s)	2017-18 Total	Received 2017-18 - Quarter 4	Total Received for 2017-18	Project Date	Acquittal Date	Status
CPTED - Partridge House (Lighting and CCTV)	\$ 60,000	\$ 54,000	\$ 6,000	\$ -	\$ -	1/06/2016	30/07/2018	Grant Awarded
Distinctive Coloured Pavement Bicycle Lanes	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	1/07/2017	30/6/2018	Grant Awarded
Coast Park Minda Dunes	\$ 4,345,510	\$ -	\$ 4,345,510	\$ -	\$ 4,345,510	21/02/2018	31/08/2019	Grant Awarded
Fund My Neighbourhood - Angus Neil Reserve Playground	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000	3/04/2018	29/11/2018	Grant Awarded
Fund My Neighbourhood - Community Garden	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	2/07/2018	21/12/2018	Grant Awarded
Glenelg North Rain Gardens	\$ 47,000	\$ -	\$ 47,000	\$ 4,700	\$ 47,000	1/07/2017	25/5/2018	Grant Awarded
Jetty Road Brighton - Railway Crossing - Blackspot (additional funding)	\$ 335,000	\$ 296,000	\$ 39,000	\$ -	\$ 39,000	1/07/2016	30/6/2017	Grant Awarded
Kauri Parade Sporting and Community Hub	\$ 3,100,000	\$ 3,000,000	\$ 100,000	\$ 100,000	\$ 100,000	1/07/2015	31/12/2016	Grant Awarded
Solar Panels at the Brighton Surf Life Saving Club	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	1/07/2017	30/6/2018	Grant Awarded
Solar Panels at the Seacliff Surf Life Saving Club	\$ 9,091	\$ -	\$ 9,091	\$ -	\$ 9,091	5/12/2017	5/12/2018	Grant Awarded
Solar Panels at the Somerton Surf Life Saving Club	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 10,000	1/07/2017	30/6/2018	Grant Awarded
Wattle Reserve Court Resurfacing	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000			Grant Awarded
Tarlton Street (Bickford Terrace) Stormwater Infrastructure	\$ 1,055,000	\$ -	\$ 1,055,000	\$ 469,882	\$ 1,055,000	1/03/2017	13/06/2018	Grant Awarded
Total	\$ 3,350,000	\$ 3,350,000	\$ 5,782,601	\$ 579,582	\$ 5,776,601			

Grant - Non-Cash Receipt Council Owned Assets

Bid Title	Grant Total	Received in Previous Financial Year(s)	2017-18 Total	Received 2017-18 - Quarter 4	Total Received for 2017-18	Project Date	Acquittal Date	Status
Libraries Capital Materials Funding	\$ 127,072	Recurring	\$ 127,072	In kind contribution and cash	\$ 127,072	1/07/2017	30/06/2018	Grant Awarded
Total	\$ 127,072	\$ -	\$ 127,072	\$ -	\$ 127,072			

Grant - Operating Project and other

Bid Title	Grant Total	Received in Previous Financial Year(s)	2017-18 Total	Received 2017-18 - Quarter 4	Total Received for 2017-18	Project Date	Acquittal Date	Status
Arts SA Public Art & Design Seed Funding Grant	\$ 9,000	\$ -	\$ 9,000	\$ -	\$ 9,000	29/09/2017	28/02/2018	Grant Awarded
Compostable bags to be supplied by supermarkets pilot	\$ 92,962	\$ -	\$ 92,962	\$ 12,962	\$ 92,962	1/07/2017	30/06/2018	Grant Awarded
New Years Eve Event	\$ 30,107	\$ -	\$ 30,107	\$ -	\$ 30,107	19/10/2017	20/11/2018	Grant Awarded
Rain Gauges (for Flood Preparedness) - (Project completed under budget)	\$ 52,500	\$ -	\$ 41,485	\$ -	\$ 41,485	1/06/2017	30/11/2017	Grant Awarded
Community Museums-Little River : the story of Glenelg Patawalonga	\$ 5,800	\$ -	\$ 5,800	\$ -	\$ 5,800	1/01/2018	31/07/2018	Grant Awarded
Sporting Club Volunteer Pool	\$ 1,250	\$ -	\$ 1,250	\$ -	\$ 1,250	1/07/2017	30/06/2018	Grant Awarded
Total	\$ -	\$ -	\$ 180,604	\$ 12,962	\$ 180,604			

Grant - Recurring

Bid Title	Grant Total	Received in Previous Financial Year(s)	2017-18 Total	Received 2017-18 - Quarter 4	Total Received for 2017-18	Project Date	Acquittal Date	Status
Commonwealth Home Support Program (CHSP)	\$ 905,450	Recurring	\$ 905,450	\$ 223,458	\$ 905,450	1/07/2017	30/06/2018	Grant Awarded
Financial Assistance Grant - General Purpose	\$ 761,251	Recurring (\$381,818 advanced payment in 2016-17)	\$ 379,433	\$ 484,629	\$ 768,843	1/07/2017	30/06/2018	Grant Awarded
Financial Assistance Grant - Roads	\$ 375,683	Recurring (\$188,082 advanced payment in 2016-17)	\$ 187,601	\$ 275,741	\$ 416,801	1/07/2017	30/06/2018	Grant Awarded
Libraries Board Grant - Brighton Library	\$ 77,153	Recurring	\$ 77,153	\$ -	\$ 77,153	1/07/2017	30/06/2018	Grant Awarded
Libraries Board Grant - Glenelg Library	\$ 60,007	Recurring	\$ 60,007	\$ -	\$ 60,007	1/07/2017	30/06/2018	Grant Awarded
NRM Biodiversity and Coastal Project Officer	\$ 158,794	Recurring	\$ 158,794	\$ 11,174	\$ 158,794	1/07/2017	30/06/2018	Grant Awarded
Roads to Recovery funding	\$ 536,558	Recurring	\$ 536,558	\$ 180,266	\$ 536,558	1/07/2017	30/06/2018	Grant Awarded
Supplementary Roads Grant	\$ 187,797	Recurring	\$ 187,797	\$ -	\$ 187,797	1/07/2017	30/06/2018	Grant Awarded
SA HACC	\$ 318,508	Recurring	\$ 318,508	\$ 159,254	\$ 318,508	1/07/2017	30/06/2018	Grant Awarded
Total	\$ 569,900	\$ -	\$ 2,811,301	\$ 1,334,522	\$ 3,429,911			

Total of Grant Funding for 2017-18 Confirmed**\$ 8,901,578****Total Received 2017-18 - Quarter 4****\$ 1,927,066****Total Received for 2017-18****\$ 9,514,188**

Grant funding applications				
Bid Title	Amount Applied For	Department	Fund	Status
Brighton Oval Sporting Complex	\$ 2,000,000.00	Government of South Australia		Successful (reported in Q3)-Received in 2018-19
Glenelg Oval Masterplan - Stage 1: Resurface Courts (Tennis SA)	\$ 15,000.00	Tennis SA		Successful - subject to receiving ORS funding
Anzac Highway Bike Lane	\$ 452,692.00	Department of Infrastructure, Regional Development and Cities	Black Spot Program	Successful - \$265,878 funding confirmed
Glenelg Oval Masterplan - Stage 1: Resurface Courts	\$ 217,900.00	Office of Recreation and Sport	Sporting Surfaces Program	Submitted - awaiting notification
Glenelg Oval Masterplan - Stage 1: Clubroom & Fencing	\$ 273,500.00	Office of Recreation and Sport	Sports Facilities Funding	Submitted - awaiting notification
Repair rock wall South Brighton	\$ 80,000.00	Coastal Protection Board		Submitted - awaiting notification
Remote sensing imagery for development compliance and safety (pools)	\$ 3,900.00	Local Government Association	LG research and development scheme	Submitted - awaiting notification
2018 New Years Eve Event	\$ 60,000.00	Department of Premier and Cabinet		Submitted - awaiting notification
Total	\$ 3,102,992.00			



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Item No: **14.2**

Subject: **OPEN SPACE AND PUBLIC REALM STRATEGY**

Date: 28 August 2018

Written By: Strategic Planner

General Manager: Business Services, Mr R Bria

SUMMARY

The second phase of community engagement on the draft Open Space and Public Realm Strategy 2018-2030 has been completed and the Strategy is ready to be finalised. There were a few comments received during the consultation period including two detailed responses from the Holdfast Bay Residents Alliance and Marino Residents Association. These comments have been considered and changes to the strategy have been identified for the Council's consideration.

It is recommended that the Open Space and Public Realm Strategy 2018-2030 be endorsed by Council.

RECOMMENDATIONS

That Council:

- 1. endorse the "Open Space Strategy Summary" and "Open Space and Public Realm Strategy 2018-2030" provided in Attachments 1 and 2 of Report 285/18;**
 - 2. note the 'Engagement Summary Report' and 'Detailed Responses to Engagement Comments' as provided in Attachments 3 and 4 of Report 285/18.**
-

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Placemaking: Developing walkable connected neighbourhoods

Community: Building a healthy, active and resilient community

Community: Providing welcoming and accessible facilities

Economy: Supporting and growing local business

Economy: Boosting our visitor economy

Environment: Building an environmentally resilient city

Environment: Fostering an environmentally connected community

Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Community Consultation and Engagement Policy.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

As per Council report 236/18, our existing 2012 Open Space and Public Realm Strategy has been under review. The 2012 Strategy was a 10-year based plan with a planned review at year 5.

Council's Strategic Plan, *Our Place 2030* contains both specific and general targets for open space and management of open space through each of our five pillars (Placemaking, Community, Environment, Culture and Economy). Open Space therefore affects many business units of Council.

The primary aim of this review project has been for all business units who deal with open space to be better aligned in the planning, delivery, maintenance and future planning of open space requirements for the City of Holdfast Bay.

The key milestones in the development of the open space strategy have been as follows:

- 16 January 2018 Workshop 1 with Elected Members
- 13 March 2018 Council endorsed the engagement approach
- 20 March to 17 April 2018 Engagement Phase 1
- 1 May 2018 Workshop 2 with Elected Members
- Tuesday 10 July 2018 Council endorsed a draft strategy for community feedback
- 11 July to 31 July 2018 Engagement Phase 2

This report sets out the findings from the second phase of engagement, details the resulting changes made and seeks your endorsement of the final Open Space and Public Realm Strategy 2018-2030.

REPORT

Phase 2 Engagement Results and Discussion

The project engagement was advertised and promoted through a variety of measures:

- Council's website
- Guardian Messenger on Tuesday in specific advertisements as council column now monthly
- Registered YourView user update - via email to a 1,800 database
- City of Holdfast Bay Twitter account every week for the duration of the engagement
- Email notifications to 230 organisations and key interest groups

- Social Media broadcast when engagement was live
- Coming Soon Article for Your View & Web – web banner
- Signs in 13 parks and reserve locations
- Copies of report at the Brighton Civic Centre, Brighton and Glenelg Libraries.

From this promotion, we recorded 210 web views from 168 unique users; 13 surveys were completed, and 2 emails received over the 21 day period. An Engagement Summary Report has been prepared for your consideration.

Refer Attachment 3

Further to the online submissions, we received by email two detailed written responses from the Holdfast Bay Residents Alliance and the 5049 Coastal Community (previously the Marino Residents Association). The responses were largely positive and Administration thanked the community members for their involvement. Given the level of detail contained in these submissions, we have provided a separate table of comments and responses for your consideration.

Refer Attachment 4

Broadly, the survey responses and email submissions raised the following issues:

- protecting open space from sale or alienation by commercial uses, and commercial uses from displacing community use and enjoyment, some supported more kiosks and cafes and others did not
- the importance of increasing trees and local greening, naturalizing and retaining the natural character of Gilbertson Gully and the avoiding effects of foreshore dune vegetation on resident and path user views.
- the 3 sporting hubs are clarified as Glenelg Oval, Brighton Sporting Precinct and Kauri Community and Sporting Precinct – sport is considered as an important opportunity to increase community activity and sporting hubs have many functions for both formal and informal sport and recreation.
- the management of shared use activities was again raised as needing more attention, including dog management and cyclist/pedestrian interaction.
- access constraints were identified in relation to crossing Brighton Road and the Seaford Rail line – these are expected to be addressed in the proposed Integrated Transport Strategy.
- the opportunities identified by the strategy are anticipated to encompass places and activities like the Brighton Pump Track on DPTI land and providing a place for young people to ride and meet.
- strategy lacked reference to marine environment, dunes, beaches, coastal management and climate change.
- strategy should prioritise spending on resident facilities, audit deficiencies in facilities and provide more about comparisons of open space quantity and deficiencies and the Public Realm Style Guidelines
- more was sought about entrances, nodes and public views and vistas
- the lack of reference to several specific places was identified- Kingston Park Reserve, Kingston Park House and Tjilbruke Springs was identified - they are some of the places

that are not specifically listed in the strategy as needing priority attention in the next 5-10 years.

We have noted all comments received and made changes to the Strategy where appropriate. As mentioned above, details of the changes made as a result of this feedback are detailed in Attachment 4.

The Open Space and Public Realm Strategy 2018-2030

Following the review and community engagement process of the 2012 Open Space and Public Realm Strategy over the past several months, we believe the 2018 Strategy has been successfully reviewed and updated to enable us to undertake key strategic actions to 2030.

No new major projects have been specifically identified as part of this Strategy, with the review and consultation process finding the bulk of the uncomplete (2012-2022) projects remain relevant to the community today. However, it is recommended that greater consideration and investigation be given to projects that improve access across Brighton Road, improving pedestrian and cycling access generally and opportunities for improvements to our linear corridors.

The 2018 Strategy has been designed to align to *Our Place 2030* and sit alongside other high-level strategies and plans that are in development or planned for further development. A summary document has also been prepared for your approval.

Refer Attachments 1 and 2

Public Realm Style Guide

A key component supporting the implementation of the Strategy is the urban design principles from which an internal working document '*The City of Holdfast Bay Public Realm Guidelines and Style Guide*' is currently being developed (in partnership with the assets and infrastructure team, Public Works team and Active Communities team).

The style guide is still in development and will be provided to Council when complete.

Next Steps

Following endorsement by Council the Open Space and Public Realm Strategy 2018- 2030 will be added to the website. A schedule of actions will be added to the Strategic Pillar Plans for the organisation for implementation in future rounds of business planning and budgeting.

BUDGET

This project is within its existing approved budget of \$40,000. Budgets for the associated actions in the Strategy will be developed during annual budget deliberations.

LIFE CYCLE COSTS

Not applicable.

Item No: **14.3**

Subject: **ACTING ARRANGEMENTS IN THE ABSENCE OF THE CHIEF EXECUTIVE OFFICER**

Date: 28 August 2018

Written By: Governance and Risk Officer

Chief Executive Officer: Mr Justin Lynch

SUMMARY

The purpose of this report is to consult Council on the appointment of persons to act as the Chief Executive Officer (CEO), in the absence of the CEO.

Pursuant to Section 102(b) of the *Local Government Act 1999* and following consultation with Council, the CEO can appoint a suitable person to act in the position of CEO in the absence of the CEO.

RECOMMENDATIONS

That Council endorse the following General Managers, in addition to Mr Roberto Bria, General Manager Business Services, to act in the position of Chief Executive Officer during periods of absence:

- **Ms Marnie Lock, General Manager Community Services;**
 - **Mr Howard Lacy, General Manager City Assets and Services.**
-

COMMUNITY PLAN

Culture : Supporting Excellent, Efficient Operations

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Section 102(b) – Local Government Act 1999

BACKGROUND

Council last considered this matter in 2017 (Report No: 327/17), where Mr Roberto Bria, General Manager Business Services was endorsed to act in the absence of the CEO.

Following the departure of Ms Trish Aukett, Ms Marnie Lock was appointed as General Manger Community Services. Following the departure of Mr Steve Hodge, Mr Howard Lacy was appointed as General Manager City Assets and Services.

REPORT

It is proposed that Ms Lock and Mr Lacy in their capacity as General Managers, are suitable to act in the absence of the CEO at any time.

The preferred appointment of an Acting CEO would be either General Manager Business Services, General Manager City Assets and Services or General Manager Community Services in consideration with availability and workload at the time. All of the General Managers are members of the Senior Leadership Team (SLT).

As previously resolved, Mr Bria is suitable in his capacity of General Manager Business Services to act in the absence of the CEO. Ms Lock and Mr Lacy are also suitable in their capacity as General Managers to act in the absence of the CEO. They both have an excellent understanding of Council's business, legislative controls and staffing requirements.

On a number of occasions since 2011, various General Managers have acted as the CEO and the arrangement has proven to be practical and effective. It allows for a 'business as usual' approach, enables further development of skills and interactions with new stakeholders.

BUDGET

Not applicable.

LIFE CYCLE COSTS

Not applicable.

Item No: **14.4**

Subject: **2018-19 COMMUNITY DONATIONS PROGRAM**

Date: 28 August 2018

Written By: Youth and Recreation Officer

General Manager: Community Services, Ms Marnie Lock

SUMMARY

Council provides an annual budget of \$50,000 for the Community Donations Program, Youth Achievement Sponsorship Funding and Community Chest Donations. This financial year \$35,000 has been allocated to the Community Donations Program to support local clubs, groups, artists, schools and organisations in a range of areas. The program is designed to support and encourage community initiatives and projects within the City of Holdfast Bay, which will positively influence the community.

Within the Community Donations program, applications have been accepted through three categories; Community Recreation and Wellbeing Donations, Events and Festivals Donations and Arts and Cultural Donations, with the following donation amounts recommended. Fifteen (15) eligible applications totalling \$36,631.50 were received and considered in accordance with the program guidelines and twelve (12) applications have been recommended for approval.

Donation Categories	Donation Recommended
Total Community Recreation and Wellbeing	\$15,109
Total Events and Festivals Donations	\$10,000
Total Arts and Cultural Donations	\$7,500
Total Recommended Funds	\$32,609
Remaining Funds	\$2,391

Refer Attachment 1

This report seeks Council's endorsement for the successful applicants of the 2018-19 Community Donations Program.

RECOMMENDATION

That Council endorses the successful applicants of the Community Donations Program 2018-19 as outlined in Attachment 1 to Report No: 283/18.

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Placemaking: Developing walkable connected neighbourhoods

Placemaking: Building character and celebrating history

Placemaking: Housing a diverse population

Community: Building a healthy, active and resilient community

Community: Celebrating culture and diversity

Community: Providing welcoming and accessible facilities

Community: Fostering an engaged and contributing community

Economy: Supporting and growing local business

Economy: Making it easier to do business

Economy: Harnessing emerging technology

Economy: Boosting our visitor economy

Environment: Protecting Biodiversity

Environment: Building an environmentally resilient city

Environment: Using resource efficiently

Environment: Fostering an environmentally connected community

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

Council provides annual financial support through the Community Donations Program to support local clubs, groups, individuals and organisations in a range of areas including sport, recreation, environment, events, community development, art, and culture. The program is designed to support and encourage community initiatives and projects within the City of Holdfast Bay, which will positively influence the community and that meet an identified need.

Applications were not accepted if the project had already commenced or if the funding is to be used for salaries, fundraising, travel, conference costs, political purposes, ongoing expenses, minor equipment purchases and for structural work on buildings.

REPORT

Applications have been assessed in accordance with the Community Donations Program guidelines and criteria which include:

- Overall quality of the application.
- Benefit to the community.

- Strategic link to the Our Place 2030 Strategic Plan.
- Previous donations received from Council.
- Innovative nature of the project.
- Capacity for self-funding and/or other funding source opportunities.
- Council's own budgetary constraints.

Applications have been ranked within their categories as per Assessment Panels scoring and feedback.

COMMUNITY RECREATION AND WELLBEING DONATIONS

Applicants were invited to apply for up to 50% of the cost of their project to a maximum of \$5,000. Council received nine (9) applications for the Community Recreation and Wellbeing Donations Program totalling \$17,126.50. One application was decided to be a better fit for funding through the Community Chest Donations Program, which left the Assessment Panel with eight (8) eligible applications totalling \$16,684.

The following Community Recreation and Wellbeing Donations have been recommended for approval by the Assessment Panel which consisted of representatives from Community Development, Youth, Sport and Recreation, Assets and Facilities, Leasing and an Elected Member. For more information on each applicant, refer to attachment 1.

Group	Project	Ranking	Donation Requested	Donation Recommended
Somerton Park Tennis Club	Growing Junior Participation in Tennis	1	\$2,350	\$2,350
Volleyball SA	Seacliff Beach Volleyball Courts	2	\$2,000	\$2,000
Holdfast Bay Music Centre	Microphones, mixing desk and foldback speakers	3	\$1,359	\$1,359
City of Holdfast Bay Concert Band	Performance workshops for Holdfast Bay Concert Band musicians	3	\$2,091	\$2,091
Holdfast Bay Dog Centre	Installing lights on ground	5	\$1,655	\$1,655
Kingston Park With One Voice Choir	Reducing social isolation for vulnerable residents through singing and sharing food	6	\$5,000	\$4,000
Somerton Park Surf Life Saving Club	Member First Aid	7	\$1,654	\$1,654
Total Community Recreation and Wellbeing			\$16,109	\$15,109

SPECIAL CONDITIONS

Volleyball SA

Volleyball SA applied for funding to establish two beach volleyball courts at Seacliff Beach in front of the Seacliff Hotel. This project will require Coastal Protection Board and Development Approval to proceed and require community engagement to determine if there is sufficient community support for this use of the beach. Transfer of donation funding is subject to these approvals being met. Volleyball SA are open to the location of the two courts being moved based on meeting these approvals.

Holdfast Bay Dog Club

Holdfast Bay Dog Club have applied for funding to replace the existing lighting on their grounds with LED lights to improve visibility at night time and increase the number of training sessions that can be run afterhours. Council's Electrician is currently investigating the suitability of the lights the club would like to install and the condition and quality of the current lighting. Transfer of donation funding is subject to the results of the assessment by Councils Electrician and Development Approval which may involve consultation with local residents.

PATIAL FUNDING

Kingston Park With One Voice Choir

Kingston Park With One Voice Choir have applied for funding to; offer peer support and transportation to members, purchase a freezer and food preparation materials for weekly workshops, rehearsal and coaching workshops, performance venue costs and to purchase promotional material. The Assessment Panel supports this application however some of the items requested for funding fall outside of the funding guidelines, those being catering at performances and member uniforms. The Assessment Panel recommends a donation of \$4,000.

UNSUCCESSFUL APPLICATIONS

Seacliff Surf Life Saving Club

The Seacliff Surf Life Saving Club applied for funding to purchase 'Eight pair of swim fins for ocean and pool surf lifesaving rescue competitions'. As this project is largely for ongoing equipment purchases for existing members and not for equipment to run a new initiative or attract new members to the club, it was decided by the Assessment Panel not to fund this initiative. The Seacliff Surf Life Saving Club has been successful in receiving grant funding through Council in 2017/2018 and 2016/2017 for their Swim Paddle Run event and in 2015/2016 for new SLSC patrol radios.

EVENTS AND FESTIVALS DONATIONS

Applicants were invited to apply for up to 50% of the cost of their event to a maximum of \$5,000. Council received three (3) applications for the Events and Festivals Donations totalling \$10,500. One application was decided to be a better fit for funding through the Community Chest Donations Program, which left the Assessment Panel with two (2) eligible applications totalling \$10,000.

The following Events and Festivals Donations have been recommended for approval by the Assessment Panel which consisted of representatives from Community Development, Sport and Recreation, Youth, Events and an Elected Member. For more information on each applicant, refer to attachment 1.

Group	Event/ Festival	Ranking	Donation Requested	Donation Recommended
Water Polo SA	Beach Polo 4's - Water Polo Participation	1	\$5,000	\$5,000
Brighton Bowling Club	Brighton Bowling Club Centenary Celebrations	2	\$5,000	\$5,000
Total Events and Festivals Donations			\$10,000	\$10,000

ARTS AND CULTURAL DONATIONS

Applicants submitted applications under two categories; Arts and Cultural Development Projects and Public Arts Projects. Under Arts and Cultural Development Projects applicants were invited to apply for up to 70% of the cost of their project to a maximum of \$3,500 and under Public Arts Projects applicants were invited to apply for up to 100% of project costs to a maximum of \$2,000. Council received three (3) applications for the Arts and Cultural Donations Program totalling \$7,500.

The following donations have been recommended for approval by the Assessment Panel which consisted of representatives from Community Development, Youth, Arts and Culture, the Bay Discovery Centre a local artist and an Elected Member. For more information on each applicant, refer to attachment 1.

Group	Project	Category	Ranking	Donation Requested	Donation Recommended
Tutti Arts	Blinded by the Light	Dev project	1	\$3,500	\$3,500
Glenelg North Community Garden	Recycled Bicycle Wheel Plant Growing Arch	Public Art	2	\$2,000	\$2,000
Seacliff Community Recreation Association	Community Engagement Sculpture at the Seacliff Recreation Centre	Public Art	3	\$2,000	\$2,000
Total Arts and Cultural Donations				\$7,500	\$7,500

SPECIAL CONDITIONS**Seacliff Community Recreation Association**

Seacliff Community Recreation Association applied for funding to create and install a sculpture in the centre carpark. The information provided on the design and scale of the sculpture as part of the application process was limited. Transfer of donation funds is subject to more detailed designs and structural information being provided and approved by Council staff.

BUDGET

There is \$35,000 allocated Community to the Community Donations Program in the 2018-19 budget. It is recommended that the under spend of \$2,391 be relocated into Council's Community Chest Program that provides one off funding for small community development initiatives throughout the year, including; street parties, small equipment purchases and small community events. We receive a high number of Community Chest applications annually and regularly exhaust the allocated funds before the end of financial year.

LIFE CYCLE COSTS

Not applicable.

City of Holdfast Bay

Community Donations Program 2018/2019

Recommended Applicants

Community Recreation & Wellbeing Donations		
Applicant	Project Name and Description	Donation
Somerton Park Tennis Club	Growing Junior Participation in Tennis- The project objective is to increase youth participation in tennis through providing a subsidised model to reduce the cost of being involved in the sport.	\$2,350
Volleyball SA	Seacliff Beach Volleyball Courts- To build 2 x Beach Volleyball Courts at Seacliff (in front of the Seacliff beach Hotel) to provide a free public activity to the locals as well as provide another space to run competitions and events throughout summer.	\$2,000
Holdfast Bay Music Centre	Microphones, Mixing Desk and Foldback Speakers- Extra microphones, a mixing desk with more microphone input points and a foldback speaker will allow instrumentalists and vocalists to hear each other and providing coordination and blending of sound for performances.	\$1,359
City of Holdfast Bay Concert Band	Skills and Performance Workshops for Holdfast Bay Concert Band Musicians- The aim of the proposed workshops is to provide the opportunity for all band members (and for other community amateur musicians) to improve their musical skills and ensemble performance by participating in structure learning situations that specifically address identified learning areas.	\$2,091
Holdfast Bay Dog Centre	Installing Lights on Grounds- Installation of improved lighting on grounds, onto existing poles.	\$1,655
Kingston Park With One Voice Choir	Reducing Social Isolation for Vulnerable Residents Through Singing and Sharing Food- The specific project involves recruiting people with disability and older isolated residents to join the choir – culminating in 3 special public choir performances in 2019.	\$4,000
Somerton Park Surf Life Saving Club	Member First Aid Training - To attain lifesaving accreditations members participate in both beach and classroom first aid training sessions. Members are currently unable to use the training room on hot days due to the internal heat. Providing air-conditioning in the first aid room will ease the current difficulties volunteers experience through extreme temperatures and allow a reprieve from the heat following on beach training while they complete essential learning requirements.	\$1,654
Total Community Recreation and Wellbeing Donations		\$15,109

Events and Festivals Donations		
Applicant	Project Name and Description	Donation
Water Polo SA	Beach Polo 4's - Water Polo Participation- Beach water polo event designed to attract new members to the sport of water polo, promote healthy active lifestyle and community development.	\$5,000
Brighton Bowling Club	Brighton Bowling Club Centenary Celebrations- The Brighton Bowling Club will be 100 years old in 2019. The club wish to celebrate the event with several major functions, including a centenary book release, major tournament, a new cabinet to be built to house Brighton Club trophies currently located in the Historical Society premises, club signs and a bowling demonstration by State bowlers.	\$5,000
Total Events and Festivals Donations		\$10,000

Arts and Cultural Donations		
Applicant	Project Name and Description	Donation
Tutti Arts	Blinded By the Light- Photographic and Poetry exhibition with theme relating to 'Night'. The Tutti Arts Film and New Media group is currently exploring the technique painting with light and creating still images that encapsulate vibrancy, creativity and mystery about the meaning and visual qualities associated with night. Tutti Performing Artists have simultaneously been creating poetry around the theme 'Night'. The aim is to combine these two artforms in the exhibition.	\$3,500
Glenelg North Community Garden	Recycled Bike Wheel Plant Growing Arch- A recycled bike wheel arch to be constructed and fixed in the external garden bed adjacent to the Glenelg North Community Garden green house in the carpark area. This will provide a support for summer climbing vegetables like tromboncino zucchini and tomatoes free for the public to take.	\$2,000
Seacliff Community Recreation Association	Community Engagement Sculpture at the Seacliff Recreation Centre- To design & create an outdoor sculpture with reference to shapes that already exist at the Seacliff Recreation Centre. The sculpture will be usable so the local community can sit or climb on it.	\$2,000
Total Arts and Cultural Donations		\$7,500

Total Community Donations	\$32,609
----------------------------------	-----------------

Item No: **14.5**

Subject: **APPLICATION FOR LANDOWNERS CONSENT – SEACLIFF COMMUNITY RECREATION ASSOCIATION - SIGNAGE**

Date: 28 August 2018

Written By: Team Leader, Leasing and Commercial Operations

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

The Seacliff Community Recreation Association Incorporated (*"Association"*) have approached Administration seeking approval to erect a fascia sign on the north-eastern wall of their leased property at 32 Yacca Road Seacliff.

The applicant now seeks formal Landowner's Consent so that the proposal can proceed to Development Assessment.

RECOMMENDATION

- 1. That Council give Landowner's Consent to the Seacliff Recreation Association Incorporated for the purpose of erecting fascia signage on the property located at 32 Yacca Road Seacliff, subject to Development Approval.**
 - 2. That all associated costs of the project be borne by the applicant.**
-

COMMUNITY PLAN

Placemaking: Creating vibrant and safe places

Community: Fostering an engaged and contributing community

COUNCIL POLICY

No Applicable.

STATUTORY PROVISIONS

Local Government Act 1999.

Development Act 1996.

BACKGROUND

Previous Reports, Applications and Decisions

- Council Report No.: 141/18; Item No.: 14.12, 'New Lease Agreement - Seacliff Community Recreation Association', 24 April 2018 (Resolution No.: C240418/1138).

REPORT

The Seacliff Community Recreation Association Incorporated ("*Association*") have approached Administration seeking approval to erect a fascia sign on the north-eastern wall of their leased property at 32 Yacca Road Seacliff.

The signage will read "Seacliff Recreation Centre" and aims to promote both the organisation and facility to the community.

Refer Attachment 1

The project is expected to total approximately \$3,620; the cost which will be borne by the applicant.

Refer Attachment 2

The applicant now seeks formal Landowner's Consent so that the proposal can proceed to Development Assessment.

BUDGET

No additional costs will be incurred by Council in relation to this project.

LIFE CYCLE COSTS

Under the terms of the existing Lease Agreement between Council and the Association, Council are responsible for the structural maintenance of the facility; the costs of which are included in both the long term financial and asset management plans.

All costs associated with the signage will be borne by the applicant.

Proof

Client: Seacliff Recreation Centre

Proof: Signage

Draft: version 1 **Page:** 1

Date: 28/5/18



Copyright 2018 © Flutterflies Design by Jenny

Please do not view this proof on your phone or tablet as the colours can be misrepresented



QUOTE

Seacliff Recreation Centre
Attention: Beverley Manns
Seacliff Recreation Centre
32 Yacca Road
Seacliff SA 5049

Date
28 May 2018

Expiry
11 Jun 2018

Quote Number
QU-0242

ABN
99 309 063 583

Flutterflies Design
PO Box 152
Morphett Vale
SA 5162

Description	Quantity	Unit Price	GST	Amount AUD
Fascia sign for Seacliff Recreation Centre (as per proof)	1.00	3,620.00	10%	3,620.00
<ul style="list-style-type: none">• Materials (3mm ACP) in one of the standard colours that ACP comes in. They have a really good blue that will complement the SRC colours.• Fixings• Installation and all labour costs involved in preparing the materials ready for installation.				
50% deposit will be required.				
			INCLUDES GST 10%	329.09
			TOTAL AUD	3,620.00

Item No: **14.6**

Subject: **APPLICATION FOR LANDOWNERS CONSENT – MAWSON OVAL JOINT USE AGREEMENT – NEW PLAYGROUND AREA**

Date: 28 August 2018

Written By: Manager Development Services

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

The Catholic Church Endowment Society Incorporated and the City of Holdfast Bay are entered in a Joint Use Agreement since 2004 that allows conditional use of Mawson Oval for staff, students and visitors attending Marymount College at Hove.

Catholic Education SA (CESA) operate the existing Marymount College campus. CESA propose to redevelop the College campus into a primary school (incorporating a new Early Learning Centre) and to rename the facility to McAuley Community School.

As part of that redevelopment program, CESA is seeking landowner consent to construct a new nature play space on part of the Mawson Oval adjacent to the proposed new Early Learning Centre (ELC) based on terms allowed in the Joint Use Agreement. CESA are also requesting landowner approval to modify the permitted times for exclusive use of the Mawson Oval under the Joint Use Agreement to allow for longer exclusive use of the proposed new playground area aligned with the proposed operational times of the ELC.

The overall redevelopment of the Marymount campus is currently the subject of a separate Development Application with council.

RECOMMENDATION

- 1. That Council grant Landowner's Consent so that Catholic Education South Australia (current operators of the Marymount College campus) can:**
 - (a) Develop part of Mawson Oval into a nature play space as per location and concept plan provided as Attachment 1 to this report.**
 - (b) Upgrade the existing carpark located in the south-western corner of Mawson Oval as per the plan provided as Attachment 1 to this report.**
- 2. That Council grant Landowner's Consent to vary the terms of Schedule 2 of the Joint Use Agreement to provide exclusive use of the play space marked 'A' on the concept**

plan provided as Attachment 1 to this report for Marymount College at the following times: Monday to Friday 7:00am to 6:00pm (including during school holidays but excluding Saturday, Sunday and Public Holidays).

- 3. That all associated costs involved with the planning, design, construction and installation of play equipment, landscaping, infrastructure, car park upgrade and the preparation and execution of any documentation relating to amendments to the Joint Use Agreement, be borne by the applicant.**
 - 4. That Council authorise the Chief Executive and Acting Mayor to sign any necessary documentation, including a revised Joint Use Agreement if required, to put effect to Council's decision.**
-

COMMUNITY PLAN

Placemaking: Creating vibrant and safe places

Community: Fostering an engaged and contributing community

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Local Government Act 1999.

Planning, Development & Infrastructure Act 2016

BACKGROUND

Previous Reports, Applications and Decisions

Endorsement of the current Joint Use Agreement – Council Meeting 8 April 2003.

REPORT

In preparation for the transitioning of the Marymount College campus from a middle school to become the McAuley Community Primary School in 2020, including establishment of an Early Learning Centre (ELC), a Development Application has been submitted to council for assessment that seeks to utilize a portion of Mawson Oval for purposes, and at hours, outside the scope of the current Joint Use Agreement.

Specifically, the application seeks to utilize and landscape a secure play space measuring 666m² (defined by way of 1500mm and 1800mm high tubular fence) for use in association with the proposed ELC; construction of a separate nature play climbing structure; and realignment and resurfacing of eight car parking spaces as shown in Attachment 1 - location and concept plan.

Catholic Education South Australia is formally seeking landowner support in a written request to council.

Refer Attachment 1

Council approval is also sought to vary the Joint Use Agreement with respect to the hours of use of the proposed play space, and to endorse the placement of infrastructure on community land by way of landowner consent.

Schedule 2 of the Joint Use Agreement prescribes certain days and times that Mawson Oval can be used exclusively by Marymount College (future McAuley Community School). CESA (as operator of the school) seeks an adjustment of these days and times for that portion of Mawson Oval designated as play space adjacent to the proposed ELC.

The existing times allowed for exclusive use under the Joint Use Agreement are from Monday to Friday between 7:45am and 5:15pm, and Saturday from 7:45am to 12noon during school terms (i.e. not during school holidays or on Sunday).

Refer Attachment 2

The proposal seeks to utilize the proposed new play space exclusively for ELC students on Monday to Friday between the hours of 7:00am to 6:00pm, including during school holidays but excluding Saturday, Sunday and Public Holidays. Access to the secure play space will be controlled by two sliding gates that remain locked during these proposed exclusive use times but are otherwise open for general community use at all other times.

The proposal is therefore to only vary the terms of Schedule 2 of the Joint Use Agreement for that section of Mawson Oval to be used in conjunction with the ELC (area marked 'A' in Attachment 1). The revised schedule 2 would therefore read:

Mawson Oval (excluding play space area - marked A)

	Weekdays		Weekends	
	0745-1715 hrs	1715-0745 hrs	0745-1200 hrs	1200-0745 hrs
School Terms	McAuley School	Council	Saturday McAuley School	Council
			Sunday Council	
School Holidays	Council	Council	Council	Council
Public Holidays	Council	Council	Council	Council

Mawson Oval – Play Space area (marked A)

	Weekdays		Weekends	
	0700-1800 hrs	1800-0700 hrs	0700-1800 hrs	1800-0700 hrs
School Terms	McAuley School	Council	Council	Council
School Holidays	McAuley School	Council	Council	Council
Public Holidays	Council	Council	Council	Council

On balance, access to the general public is not overly compromised by the proposal, considering the relatively small area involved. The benefits include improved visual amenity and delivery of a sophisticated early age play space and nature play equipment, which can be enjoyed by our community, particularly on weekends.

The realignment and resurfacing of existing car parking bays is seen as a positive, as the current configuration does not meet Australian Standards. This will require the removal of one small tree located within the car parking area. No other council owned trees will require removal or will be interfered with as part of this proposal.

A separate Development Application will be considered by the Council Assessment Panel at a later date, as this report focuses solely on seeking landowner permission for the limited parts of the proposal that impact Mawson Oval.

COMMUNITY CONSULTATION

As this proposal affects the utilisation of community land, it would normally be subject to community consultation. In this instance, Marymount College already holds a Joint Use Agreement with Council which authorises exclusive use of community land on which the proposed playground will be constructed. The only proposed change is to allow for a longer period of exclusive use of the playground area (a small proportion of the overall site) by extending exclusive use rights for a further 1hr 15mins in the morning and 1 hr 15 mins in the afternoon during weekdays, plus extending the exclusive use period for the proposed playground area from Monday to Friday weekdays and Saturday mornings during School Terms to Monday to Friday all year excluding Public Holidays.

On this basis, it is considered that community access is not adversely affected and no consultation is therefore proposed.

BUDGET

No additional costs will be incurred by Council in relation to this proposal. Any costs associated with changes to the Joint Use Agreement will be borne by the proponent.

LIFE CYCLE COSTS

CESA is proposing to pay all costs associated with design and construction of the proposed play space and associated fencing together with improvements to the carpark.

All ongoing maintenance of the play equipment, vegetation, grass, infrastructure and car park maintenance will be paid for by CESA as per the terms of the Joint Use Agreement.

Should the playground facilities require upgrading or replacement in the future (including at the end of their useful life), the Joint Use Agreement defines that Council pay 44% of the cost and Marymount College pays 56% or such other percentages as agreed by the parties from time to time in writing.

Mr Justin Lynch
Chief Executive Officer
City of Holdfast Bay
PO Box 19
BRIGHTON SA 5048

Adelaide Catholic Education Centre
116 George Street, Thebarton SA 5031
PO Box 179, Torrensville Plaza SA 5031
T +61 8 8301 6600 F +61 8 8301 6611
E director@cesa.catholic.edu.au
W www.cesa.catholic.edu.au

Dear Justin

RE McAuley Community School - Mawson Oval Joint Use Agreement

Further to our discussions over recent months, I write to formalise our proposal that council approve:

- That Catholic Education South Australia (CESA) is authorised to make several improvements to council assets at Mawson Oval, Hove; and
- A minor variation to the Joint Use Agreement (JUA) that applies to the shared use of Mawson Oval by the school and community.

A formal Development Application for the design of McAuley Community School, a new Early Learning Centre (ELC) and ancillary facilities has been lodged and is currently being assessed by Council. The redevelopment and upgrade proposal for the existing school campus includes minor amendments and improvements to Mawson Oval which is consistent with the vision and design presented to elected members in February and subsequent discussions with you and your senior staff.

I understand your staff will submit a briefing to elected members in regard to this proposal, which relates to three key features of the design:

1. Early years outdoor learning and nature play space – Under legislation, ELCs must provide an appropriately designed, securely fenced space for children to play and learn outdoors. The site for our ELC's proposed outdoor learning area straddles the boundary between council and CESA land. The area identified is small (approximately 2.4% of the total Mawson Oval area) and currently has a small garden and modest 'outdoor classroom' area that is used by the school. Approval is sought to redevelop this area to provide an exciting new recreation space for use by families with young children, preschool and primary school aged outside of ELC operating hours, ie from 6pm to 7am on weekdays; all day on Saturdays and Sundays; and every day during the ELC's two week Christmas closure. Redevelopment of this area ensures fulfilment of legislated space requirements for the ELC;
2. An existing car park adjacent King George Avenue straddles the boundary between council land and CESA land. We will redevelop the portion on our land. In addition, we seek council's approval to:
 - Redevelop the 376 square metres that is on council's land, enabling the entire car park to be upgraded and continue to operate effectively as one entity; and

- Improve pedestrian access from King George Avenue to the new outdoor learning and play space mentioned above; and
3. A second play space, designed for children of school age would be located adjacent the early years play space mentioned above. This would be entirely on council land and available to the community outside of school times under the same terms as apply to that land under the existing terms of the JUA. This is simply an additional improvement to play spaces and will further increase the utility of the area for young families.

CESA will fund the entire cost of the proposed works (estimated at \$370 000), we do not seek any financial contribution from council.

A minor variation to the JUA is required, to provide CESA with access to the early years nature play space throughout the ELC's operating hours. This requires increased access on weekdays, and we would relinquish our existing right to exclusive use of this area on Saturday mornings, ensuring the space is available to the community at all times each weekend. Hours of use for the remaining 97.6% of Mawson Oval would remain unchanged.

The proposal will improve: parking facilities for visitors to Mawson Oval; pedestrian access; and play spaces designed specifically to engage and excite young children. The improvement to community assets will be delivered at no cost to council and will preserve and enhance community access to both council and school play spaces.

As discussed, the facilities outlined in this proposal are provided for in the Development Application currently being assessed by council's planners. We request council's approval to proceed with the improvements to council assets as outlined above, and agreement to vary the JUA to ensure the proposed early years learning and play space is available to the ELC during its operating times and to the community on weekends.

Thank you for the positive consideration elected members, you and senior staff have given to these proposals to date.

Please submit this proposal to council for consideration on 28 August, and contact me if you have any queries or require any additional information or documentation.

Yours sincerely

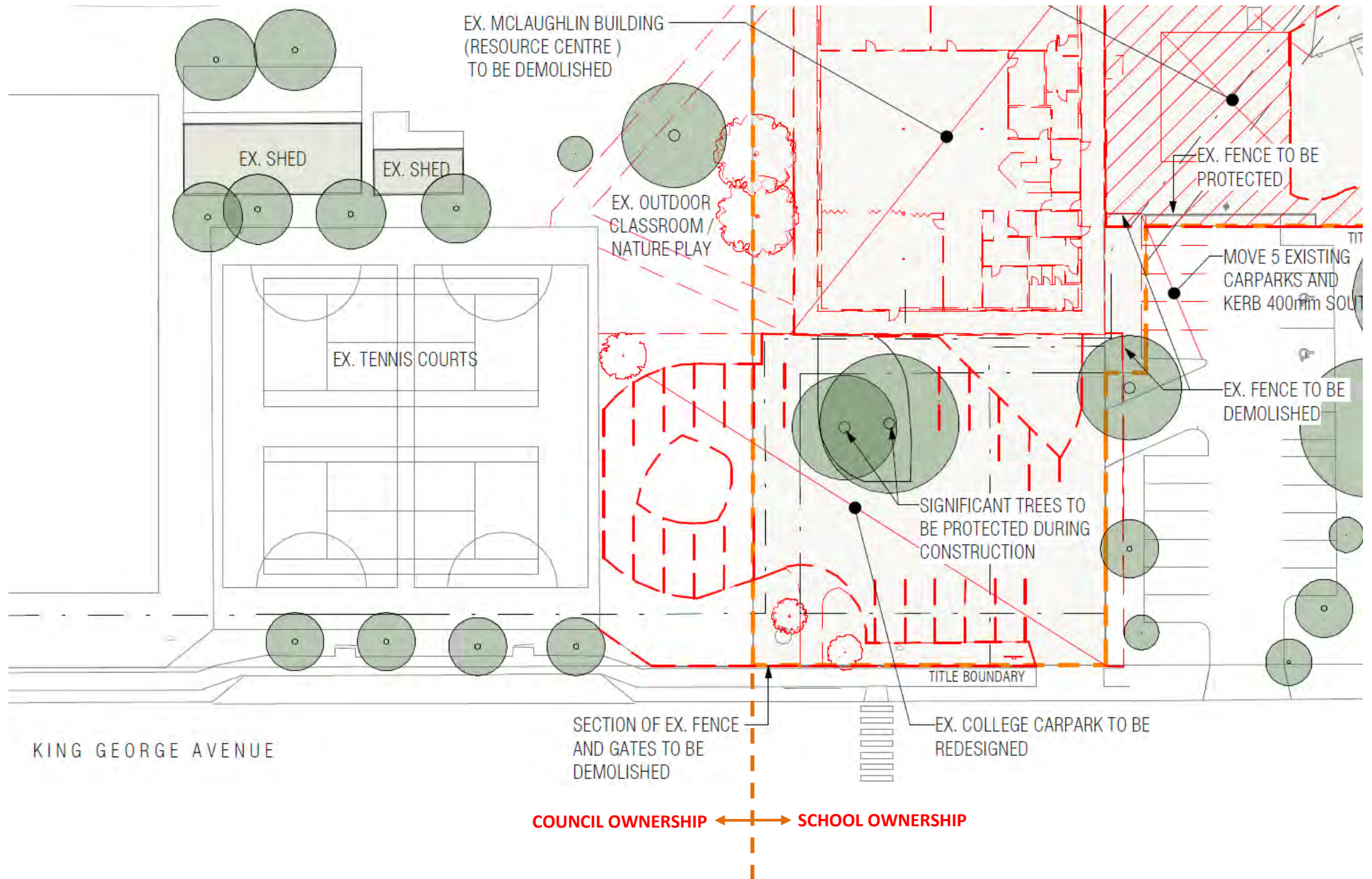


Peter Bleckly

Manager, Planning and Development

21 August 2018

EXISTING SITE PLAN SHOWING CAR PARK AND NATURE PLAY AREA LOCATED ON MAWSON OVAL

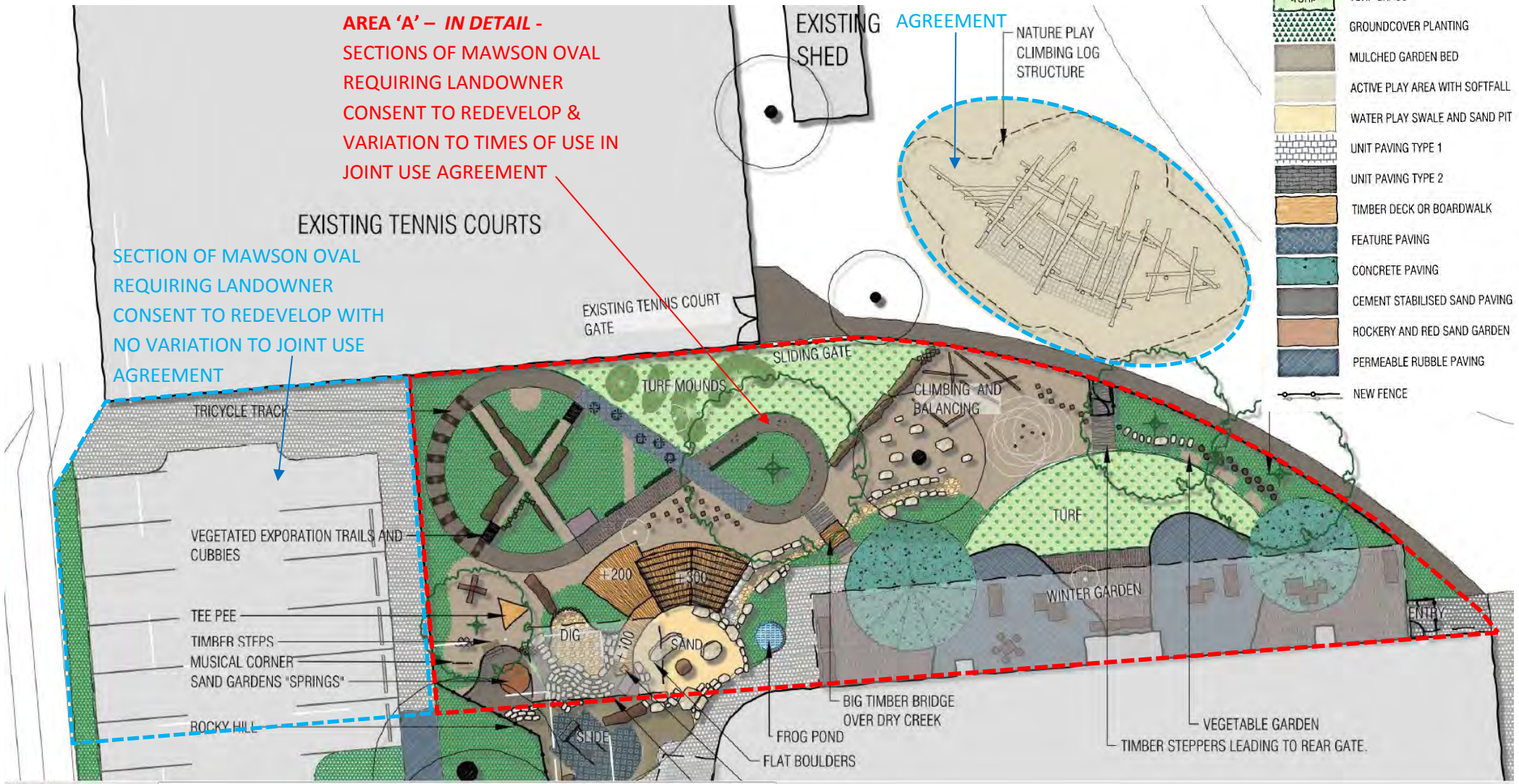


DETAIL OF MAWSON OVAL SECTION OF PROPOSED REDEVELOPMENT

AREA 'A' – IN DETAIL -
SECTIONS OF MAWSON OVAL
REQUIRING LANDOWNER
CONSENT TO REDEVELOP &
VARIATION TO TIMES OF USE IN
JOINT USE AGREEMENT

SECTION OF MAWSON OVAL
REQUIRING LANDOWNER
CONSENT TO REDEVELOP WITH
NO VARIATION TO JOINT USE
AGREEMENT

- LEGEND**
-  EXISTING TREE TO BE RETAINED
 -  EXISTING TREE TO BE REMOVED
 -  PROPOSED EVERGREEN TREE
 -  SHRUBS
 -  TURF GRASS
 -  GROUNDCOVER PLANTING
 -  MULCHED GARDEN BED
 -  ACTIVE PLAY AREA WITH SOFTFALL
 -  WATER PLAY SWALE AND SAND PIT
 -  UNIT PAVING TYPE 1
 -  UNIT PAVING TYPE 2
 -  TIMBER DECK OR BOARDWALK
 -  FEATURE PAVING
 -  CONCRETE PAVING
 -  CEMENT STABILISED SAND PAVING
 -  ROCKERY AND RED SAND GARDEN
 -  PERMEABLE RUBBLE PAVING
 -  NEW FENCE



COPY

CITY OF HOLDFAST BAY

("Council")

and

THE CATHOLIC CHURCH ENDOWMENT SOCIETY INCORPORATED

("Marymount")

JOINT USE AGREEMENT – MAWSON OVAL

Solicitors
66 Wyatt Street
Adelaide SA 5000

Telephone: (08) 8223 6499
Facsimile: (08) 8223 4679
Email: hyndco@camtech.net.au

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JOINT USE AGREEMENT – MAWSON OVAL

THIS AGREEMENT is made *16th FEBRUARY 2004* 2003

BETWEEN CITY OF HOLDFAST BAY of 24 Jetty Road, Brighton 5048 in the State of South Australia (hereinafter called "the Council")

AND THE CATHOLIC CHURCH ENDOWMENT SOCIETY INCORPORATED of 39 Wakefield Street, Adelaide in the said State (hereinafter called "Marymount")

RECITALS

- A. The Council is the registered proprietor of the Council Land upon which playing fields and other facilities are situated known as Mawson Oval.
- B. Marymount is the registered proprietor of the Marymount Land upon which Marymount conducts a registered non government school known as Marymount College.
- C. The Council Land and the Marymount Land are adjacent and Marymount desires to have the use of certain of the facilities situated on the Council Land on an exclusive basis during certain hours to amongst other things satisfy the requirements of the Non Government School Registrable Board in respect of Marymount College.
- D. Marymount desires to access the bore situated on the Council Land for the purpose of watering grassed areas on the Marymount Land.
- E. The Council wishes to ensure the Council Land on which the facilities are situate are adequately maintained and utilised at times when not used by Marymount.
- F. Council and Marymount wish to record their agreement as to this joint use and maintenance of the Shared Facilities.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement unless a contrary intention appears;

Commencement Date means the *16th FEBRUARY 2004* day of ~~July~~ 2003.

Council Land means the whole of the land comprised in Certificates of Title Registered Book Volume 5530 Folio 730 and Volume 5663 Folio 228.

Marymount Land means the whole of the land comprised in Certificate of Title Registered Book Volume 5530 Folio 728.

Shared Facilities means the land delineated and outlined in red on the plan in Schedule 1 and the grassed oval and play space, cricket nets and tennis courts established and erected thereon and the bore situated thereon.

Parties means the parties to this Agreement.

Schedule 1 means Schedule 1 to this Agreement.

Schedule 2 means Schedule 2 to this Agreement.

1.2 Interpretations

In this Agreement, unless the context shall otherwise require;

- (a) words importing the singular include the plural and vice versa
- (b) words importing a gender include any gender;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (d) a reference to any thing (including but not limited to any right) includes a part of that thing;
- (e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (f) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (g) a reference to a party to a document includes that party's successors and permitted assigns;
- (h) no provision of this Agreement will be construed adversely to a party on the ground that the party was responsible for the preparation of this Agreement or that provision;
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally;

- (j) a reference to an agreement other than this Agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;
- (l) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (m) where any term covenant or condition of this Agreement or the practical application thereof is or shall become invalid or unenforceable the remaining conditions terms and covenants of this Agreement shall not be affected thereby. In so far as any term covenant or condition shall be or become invalid or unenforceable for any reason the whole or any portion of such term or condition as may be invalid or unenforceable may at the option of either party be severable and severed from the remainder of this Agreement to the extent that this may be permitted by law leaving all other terms covenants and conditions intact and enforceable; and
- (n) the headings contained herein are for convenience only and shall not affect the construction of this Agreement.

2. GRANT OF LICENCE

The Council hereby grants and Marymount hereby accepts an exclusive licence to use the Shared Facilities on the provisions of this agreement and at the times and on the days identified in the timetable in the Schedule 2 for a term of twenty one (21) years commencing on the Commencement Date for an annual licence fee of \$1.00 per annum receipt whereof is acknowledged by the Council.

3. SUB LICENCES

Marymount may agree to enter into a sub-licence agreement with a third party or third parties in relation to the use by such third party or third parties of the Shared Facilities at times during which Marymount has an exclusive licence to use the Shared Facilities. If Marymount agrees to enter into such an agreement any sub-licencee shall pay such fees and charges in relation to the sub-licence as may be levied by Marymount from time to time. Sub-licence fees paid pursuant hereto shall be paid into the Account established pursuant to clause 7 hereof. Before entering into a sub-licence agreement pursuant hereto Marymount shall do all things to establish that the licensee has effected a public risk insurance policy in accordance with the provisions of clause 15 hereof.

4. RENEWAL

- 4.1 Upon the request of Marymount made at any time prior to the expiration of the initial term and PROVIDED ALWAYS there is not at the time of such request any existing breach or non-observance of any of the covenants or conditions herein contained and on Marymount's part to be observed and performed the Council will grant an extension of this agreement for a further term of twenty one (21) years ("the renewed term") subject to and upon the same terms and conditions as are herein contained
- 4.2 The parties acknowledge that the agreement to extend the term of the licence provided for in clause 4.1 is subject to the Council having power in that regard pursuant to the provisions of the Local government Act 1999 and if not then clause 4.1 shall be severed.
- 4.3 Upon the expiration of the term (if clause 4.1 is severed) or any renewed term (if clause 4.1 is not severed) the Council will negotiate exclusively with Marymount for a period of six months about a new licence of the Council Land premised on fundamentally the same terms and conditions as this licence.

5. HIRE BY MARYMOUNT

The Council will subject to availability (and Marymount shall be the preferred hirer in that respect) enter into a hire agreement with Marymount on the same terms as offered to members of the local community from time to time should Marymount wish to the use the Shared Facilities at times and on days not referred to in Schedule 2. Hire fees paid pursuant hereto and pursuant to any other hiring by the Council of the Council Land shall be paid into the Account established pursuant to clause 7 hereof.

6. ACKNOWLEDGMENT

The parties acknowledge that the Council shall at all times have exclusive use of that portion of the Council Land outlined in green on the plan in Schedule 1.

7. SHARED FACILITIES MAINTENANCE ACCOUNT

As soon as possible after the commencement of this agreement the parties shall establish a Shared Facilities Maintenance Account ("the Account"). The account shall be operated by Marymount and any sum credited thereto shall be used by Marymount to discharge its obligations pursuant to clause 9 hereof.

8. MANAGEMENT COMMITTEE

- 8.1 As soon as possible after the commencement of this agreement the parties shall establish a Management Committee ("the Management Committee") comprising:

- (a) Two (2) representatives of the Council (one of which shall be chairperson) and
- (b) Two (2) representatives of Marymount who until otherwise determined by Marymount and advised to the Council will be the nominees of the Marymount College Board.
- 8.2 The Management Committee shall oversee and monitor the performance by the Parties of their obligations and in this regard the Management Committee may make and amend rules relating to the use of the Shared Facilities and make such recommendations to the parties as the Management Committee thinks fit.
- 8.3 The Management Committee shall meet as often as it considers necessary and, in any event, at least once in each year during the term of this agreement and each and every renewal thereof.
- 8.4 The members of the Management Committee shall each be appointed for a term of two (2) years and shall be eligible for re-appointment. If a casual vacancy shall occur the party who was responsible for appointing the person to the position which has become vacant shall promptly appoint another person to fill the vacancy.
- 8.5 If the chairperson of the Management Committee is not present at a meeting then the Management Committee shall appoint a chairperson for that meeting from any of the members present.
- 8.6 The Council shall appoint a person to act as secretary to carry out the secretarial requirements of the Management Committee.
- 8.7 The Management Committee shall on at least one (1) occasion in each year during the term of this agreement and each and every renewal thereof provide to the parties a report concerning the matters considered by the Management Committee in the year immediately preceding such report.
9. **MAINTENANCE**
- 9.1 Subject to subclause 9.2 and 9.5 Marymount shall during the term of this agreement keep the Shared Facilities in good and tenable repair and condition (fair wear and tear excepted) provided that nothing in this subclause 9.1 will render Marymount liable in respect of replacement of the Shared Facilities or any part thereof unless the requirement for replacement arises out of a default by Marymount of the terms hereof...
- 9.2 Each party shall remove any litter or rubbish from the Shared Facilities or cause the same to be placed in receptacles provided for that purpose by the Council at the end of each period the relevant Party has the use of or has available to them for use, the Shared

Facilities. In particular the Council will regularly empty receptacles for rubbish generated on the Council Land and ensure the grassed oval is clear of rubbish each Monday morning during term time.

9.3 Each party shall pay the whole cost of repair or replacement of any damage to the Shared Facilities to the extent that such damage is caused or contributed to by any willful act, neglect, default or omission of the party, its agents, contractors, employees, students or invitees.

9.4 The parties shall not do or permit to be done any act matter or thing nor shall they bring onto or into the Shared Facilities anything (included, but not limited to, any dangerous substance) which may in any way increase the risk of damage to the Shared Facilities or any part thereof.

9.5 Without in any way limiting the generality hereof the parties agree that the portion of the Shared Facilities comprising grassed areas will be:

(a) mowed by Marymount once every three weeks in autumn and winter and once every two weeks in spring and summer during the term of this agreement and each and every renewal thereof.

(b) cored by Marymount at such times as are mutually agreed between the parties.

9.6 In the event that the Council resolves to ensure that the Shared Facilities are maintained to a standard greater than that detailed in clause 9.1 hereof the Council shall bear sole responsibility for the cost of providing the further and better level of maintenance.

9.7 The parties agree that Marymount will keep the bore situated on the Council Land in good and tenable repair and condition (fair wear and tear excepted) provided that nothing in this subclause 9.7 will render Marymount liable in respect of replacement of the bore or any part thereof.

10. ALTERATIONS ADDITIONS AND REPLACEMENT TO SHARED FACILITIES

In the event that the Council and Marymount agree to alter, add to or replace the Shared Facilities including the bore or any part thereof and without limiting the generality hereof in the event that the bore casing or pump, irrigation equipment, goal posts, court backs tops and surface and cricket pitch and nets require replacement the cost of same shall be shared by the Council and Marymount in the following percentages:

The Council	44%
Marymount	56%
	<hr/>
	100%

or such other percentages as the parties may from time to time agree in writing.

11. RELOCATION

If at any time within five (5) years after the date of commencement of this Agreement the Council wishes to relocate the hockey field and tennis courts which form part of the Shared Facilities to a position to the south of their present site Marymount will enter into negotiations with the Council in relation thereto in good faith PROVIDED HOWEVER that such relocation of the hockey field and tennis courts results in minimal encroachment upon and disturbance to the Marymount Land and FURTHER PROVIDED HOWEVER that the total cost of any work whatsoever involved in the relocation and without limiting the generality hereof any site and construction work and work involved in reinstating and making good the Shared Facility is borne solely by the Council

12. DISPUTE RESOLUTION

If a dispute arises between the parties as to the terms of or operation of this agreement or as to the rights and obligations of the parties under this agreement, then:

12.1 The dispute may be referred to the Management Committee with a view to the Management Committee making a recommendation to the parties for the purposes of resolving the dispute;

12.2 Failing resolution of the dispute by the Management Committee within fourteen (14) days, the dispute may be referred to the Chief Executive of the Council and the delegate of Marymount who until otherwise determined and notified to the Council will for the purposes of this sub-clause be the person holding the position of Chief Executive of Catholic Education S.A. (or his nominee) with a view to the Chief Executives making a recommendation to the parties for the purposes of resolving the dispute;

12.3 Failing resolution of the dispute by the Chief Executives within twenty eight (28) days, the dispute may be referred to an independent mediator mutually agreed by the parties for resolution.

Failing resolution of the dispute by any of the means set out in subclauses 12.1, 12.2, 12.3, the Council and Marymount may have the dispute determined according to law (including, if appropriate by reference to a court).

13. RELEASES

Subject to clause 14 hereof each party shall use and occupy the Shared Facilities at their own risk in all things and they shall each release and discharge, to the extent permitted by law, the other parties in the absence of any neglect, default or omission by those other parties or by their agents, employees, students or invitees, from claims of every kind resulting from any loss of life, accident, injury to persons or loss of or damage to property

whatsoever or howsoever occurring in, upon or in any way connected with the use of the Shared Facilities by the party giving the release (including any loss or damage to any of the party's fixtures and fittings or to any personal property of the party or of any person lawfully authorised by the party to use the Shared Facilities pursuant to this agreement).

14. **INDEMNITIES**

Each party shall indemnify and keep indemnified the other parties hereto from and against all and any claims of any nature whatsoever which the other party hereto may suffer or incur in connection with any loss of life, personal injury and/or loss of or damage to property arising from or out of any occurrence in, upon or about the Shared Facilities or arising out of or in connection with the use by the party giving the indemnity of the Shared Facilities or any part thereof but only to the extent that such loss of life, personal injury and/or loss of or damage to property is occasioned by any neglect, default or omission by the party giving the indemnity, its agents, employees, contractors, students or invitees.

15. **INSURANCE**

15.1 The Council and Marymount shall at its respective cost and expense in all things, effect and maintain throughout the term of this agreement and each and every renewal thereof public risk insurance or indemnity cover in respect of the Shared Facilities in which the limits of public risk shall not be less than ten million dollars (\$10,000,000.00) in respect of one event or such further sum as either party may demonstrate to the other party is reasonably necessary in all the circumstances and give thirty days notice to the other party.

15.2 The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme which satisfies its requirements with respect to clause 15.1.

15.3 Marymount warrants that it is insured through the Catholic Church Insurance Limited for the purposes of clause 15.1.

16. **NATURE OF RIGHTS CREATED PURSUANT TO THE AGREEMENT**

The parties intend that the rights and obligations contained in this agreement shall, during the term of this agreement and each and every renewal thereof, create interests of a proprietary nature and constitute an encumbrance on the Land.

17. **CAVEAT**

The Council agrees and consents to Marymount registering a caveat over the Council Land at the Lands Titles Registration Office protecting Marymount's rights and interests in relation to the use of the Council Land pursuant to this Agreement.

18. **TERMINATION**

If either party breaches any of the terms and conditions of this agreement, then the other party may give notice in writing to the party committing the breach to rectify such breach within three (3) calendar months of the date of such notice and if the party committing the breach fails to rectify such breach or make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited then and in any of the said cases the other party may at any time thereafter terminate this Agreement by notice in writing to the party committing the breach but without prejudice to the rights of the other party in respect to any breach antecedent to such termination.

19. **TIME OF THE ESSENCE**

Time shall of the essence in respect of any time, date or period specified either in this agreement or in any notice served under or pursuant to the provisions of this agreement.

20. **EMPLOYEES & AGENTS**

Any act, matter or thing which either is required to be performed or done by a party or is permitted to be performed or done by a party may be performed or done by a party's duly authorised employees, agents, delegates or contractors.

21. **FURTHER ASSURANCES**

The parties shall do all acts, matters and things and sign all documents and shall cause to be done all acts necessary to give full effect to the terms of this agreement.

22. **ENTIRE AGREEMENT**

This agreement contains the entire agreement between the parties in respect of the subject matter of this agreement and the parties agree that this agreement supersedes and extinguishes any prior agreement or understanding (if any) between the parties in respect of this subject matter. Further, no other agreement, whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other prior to the date of this Agreement.

23. **WAIVER**

23.1 A waiver of a provision of this agreement must both be in writing and be signed by each party or by a person duly authorised to execute such a document on behalf of a party.

23.2 No waiver by a party of a breach of a provision of this agreement shall operate as a waiver of another breach of the same or of any other provision of this Agreement.

23.3 No forbearance, delay, indulgence or partial exercise by a party in enforcing the provisions of this agreement shall be a waiver of or prejudice or restrict the rights of that party in any way.

24. **MODIFICATION**

This agreement shall not be amended or varied other than by a written instrument expressed both to be a deed and to be supplemental to or in substitution for the whole or a part of this agreement. Further, any such instrument shall be signed by each party or by a person duly authorised to execute such an instrument on behalf of a party.

25. **READING DOWN AND SEVERANCE**

25.1 If a sentence, subparagraph, paragraph, subclause, clause or other provision of this agreement is reasonably capable of an interpretation which would render that provision not be unenforceable, illegal, invalid or void and an alternative interpretation which would not have one or more of those consequences, then that provision shall be interpreted or construed, so far as is possible, to be limited and read down such that its meaning is that which does not render it unenforceable, illegal, invalid or void.

25.2 Subject to subclause 25.1, if a provision of this agreement is for any reason, illegal, void, invalid or unenforceable, then that provision shall be severed from this agreement without affecting the legality, validity or enforceability of the remainder of this agreement..

26. **CUMULATIVE RIGHTS**

A right, power or remedy granted to a party under or pursuant to this agreement is cumulative with, without prejudice to and not exclusive of any other right, power or remedy either granted under or pursuant to this agreement or granted by law.

27. **RELATIONSHIP BETWEEN THE COUNCIL AND MARYMOUNT**

27.1 No party has the authority to act for or to incur any liability or obligation pursuant to this agreement as agent for and on behalf of any other party except as expressly provided in or contemplated by this agreement.

27.2 Each party shall indemnify and keep indemnified the other from and against all claims arising as a consequence of one party incurring any obligations or liabilities for and on behalf of the other party otherwise than pursuant to this agreement or with the express written consent of the other party.

28. NOTICES

- 28.1 Any notice to be given or made pursuant to this provision of this agreement shall be in writing and may be signed by the authorised agent of the party giving the same.
- 28.2 Notices may be served by delivery or by certified mail to the address of the party as detailed herein.
- 28.3 All such notices and communications shall be effective and be deemed to have been received in the following circumstances:
- (a) If delivered, upon delivery; or
 - (b) If sent by certified mail, upon posting;
 - (c) If sent by facsimile, upon the sender's facsimile machine producing a transmission report that the notice was sent to the addressee's facsimile number specified pursuant to this clause.
 - (d) A party may modify its address or facsimile number, from time to time, by a written notice served on the other party .

29. COSTS

Each party shall bear their own costs incurred in and incidental to the preparation, perusal, negotiation and execution of this Agreement.

30. STAMP DUTY

The parties shall be responsible for and pay one half of any stamp duty assessed or charged in respect of this Agreement or any other instrument to be executed pursuant to this agreement or to give effect to its provisions.

31. LAW APPLICABLE

This Agreement shall be construed and take effect in accordance with and the rights and obligations under this Agreement of the parties hereto shall be governed by the law of the State of South Australia. Each of the parties hereby submit to the jurisdiction of the Courts of the State of South Australia including all Courts of appeal therefrom.

32. FIRST RIGHT OF REFUSAL

In the event that the Council Land cease to be classified as community land pursuant to the Local Government Act 1999 at any time during the term of tis agreement he College shall have first right of refusal to purchase the Council Land. The Council may not sell the

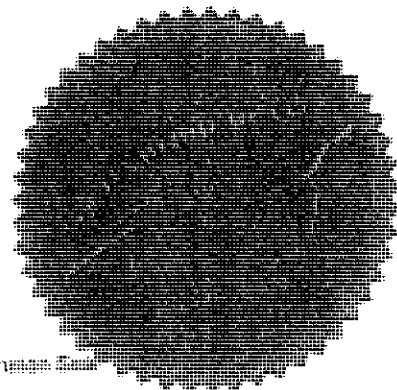
Council Land unless it has first offered to sell it to the College. The Council's offer is to remain open for a period of fourteen days. Following expiration of the Council's offer the Council agrees that it will not sell the Council Land to any third party on terms less favourable than terms previously rejected by the College.

EXECUTED as an agreement.

THE COMMON SEAL OF CITY OF
HOLDFAST BAY was affixed in the
presence of:)
)
)

Kenneth Rollond
Kenneth Rollond

Mayor
Steven Gawler
Steven Gawler
Chief Executive Officer



Common Seal

THE COMMON SEAL of CATHOLIC
CHURCH ENDOWMENT SOCIETY
INCORPORATED was hereunder
affixed by PHILIP EDWARD WILSON,
Archbishop of Adelaide, sole trustee, in
the presence of:)
)
)
)
)

+ *Philip Wilson*
.....
SCViec
.....

Corporate Seal

SCHEDULE 1

THE PLAN

SCHEDULE 1

THE PLAN

WATTLE AVENUE

DEDICATED RESERVE

CRICKET
NETS

LOT 107
LOT 108

KING GEORGE AVENUE

2 TENNIS COURTS

BORE
& PUMP

LOT 109
LOT 101

EXISTING
CARPARK

BUILDING B
RESOURCE CENTRE

ADMIN/
STAFF

EXISTING
CARPARK

COMMUNITY
CENTRE
CARPARK

BUILDING A
2 STOREY CLASSROOM BLOCK

BUILDING D
MUSIC
ART CENTRE

EXISTING
COMMUNITY FACILITIES

BUILDING C
PHYS. EDUC/
DRAMA

3 BASKETBALL/NETBALL COURTS

CANTEEN

NEW BOUNDARY LINE

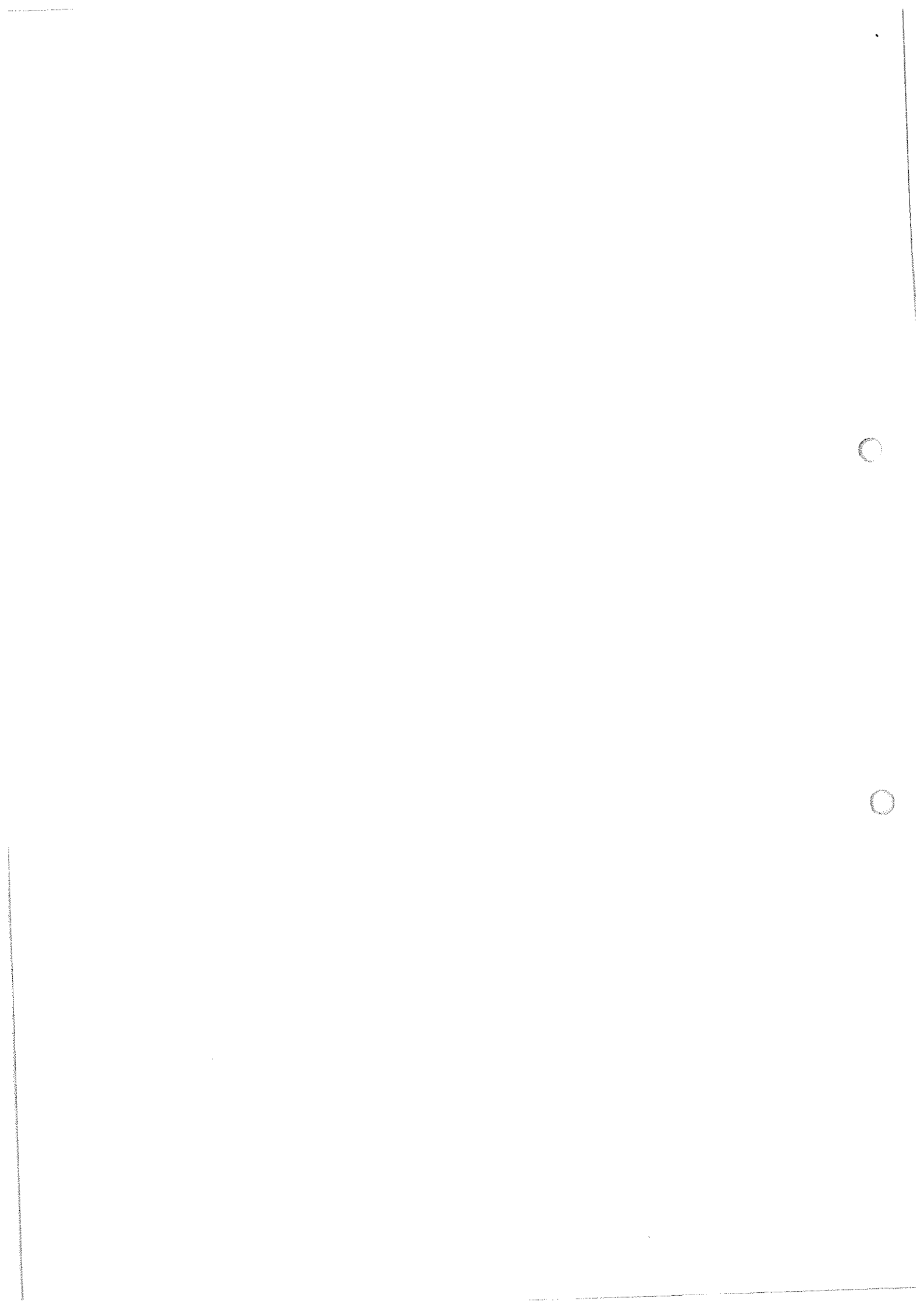
RESIDENTIAL DEVELOPMENT

COLTON AVENUE

SCHEDULE 2

The Timetable

	Weekdays		Weekends	
	0745-1715 hrs	1715-0745 hrs	0745-1200 hrs	1200-0745 hrs
School Terms	Marymount	Council	Saturday Marymount Sunday Council	Council
School Holidays	Council	Council	Council	Council



Item No: **14.7**

Subject: **GREENING OUR COMMUNITY GRANTS 2018-19**

Date: 28 August 2018

Written By: Environmental Education & Projects Officer

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

Council received five applications for Greening our Community Grants this year. The applications requested total support funding of \$19,331 out of a 2018/19 budget of \$20,000. After thorough assessment of all applications, the panel recommends that all five applicants receive full funding requested.

RECOMMENDATION

That Council approve the following Greening Our Community Grant applications for the 2018-19 financial year totaling \$19,331.

Organisation Name	Proposed Project	Recommended Grant (excl GST)
Brighton and Seacliff Yacht Club	Solar Panels	\$5,000.00
Baden Pattison Kindergarten	"Warm in Winter - Cool in Summer" – blind project	\$1,144.51
St Peters Woodlands School	Nature Play Space	\$5,000.00
Seacliff Recreation Centre	Energy efficient Hand Dryers and Brush Strips	\$4,191.00
St Leonards Primary School	SLPS Goes Green – dedicated composting and worm farm area	\$3,995.50
Total		\$19,331.01

COMMUNITY PLAN

Environment: Protecting Biodiversity
 Environment: Building an Environmentally Resilient City
 Environment: Using Resources Efficiently
 Environment: Fostering an Environmentally Connected City

COUNCIL POLICY

Not Applicable

STATUTORY PROVISIONS

Not Applicable

BACKGROUND

From 2011 to 2017 Council has supplied Greening Our Community Grants totalling between \$15,000 - \$20,000/year to the community. These are granted to 'not for profit' community groups who at minimum match the funding on a dollar for dollar basis and were investing in environmentally themed projects.

In the seven years that Greening Our Community grants have been available, Council has provided \$131,712.22 in funding. As funding applied for has to be matched by community groups funds, the value of these projects totals \$512,182.22.

As endorsed by Council in the 2018/19 budget \$20,000 funding has been allocated for promoting improved environmental knowledge and action amongst our ratepayers, community groups and schools, in the form of Greening Our Community Grants.

Greening Our Community Grants provide financial assistance to help community groups and schools to make our city more ecologically sustainable and responsible.

This program is to in the long term assist education facilities, community groups and families to reduce utility bills, waste to landfill, food kilometers (how far your food has to go from where it was grown to where it is sold then to where it is eaten), increase local native biodiversity and invest in environmental educational opportunities across the city.

Over the last 7 years funding has been provided towards:

- 17 Indigenous gardens
- 8 vegetable gardens
- 7 water tanks
- 2 solar panel systems
- 6 nature play areas
- 2 best practice waste systems
- 4 water reduction initiatives
- 1 vertical garden
- 3 lighting retro fits
- 1 chicken coup
- 1 pond
- 2 outdoor learning areas
- 1 sustainable school laneways project
- 1 series of organic kitchen and food preservation workshops
- 1 set of energy efficient hand dryers
- 1 "litter-less" lunches project

Many of the projects have an educational component to them, including, gardens and waste facilities at schools and kindergartens, a series of organic cooking lessons at a local market and water timers and water conservation signage at Brighton Surf Life Saving Club. Educational programs empower the community to make sustainable behavioural changes at home therefore widening the benefits of the grants program.

REPORT DETAILS

Greening Our Community Grants are available for projects which involve:

- biodiversity conservation
- water conservation
- energy reduction or renewable energy generation
- waste reduction
- educational programs focusing on sustainability themes.

Grants are given on a one-off basis and will not be given to approved projects on a repeat basis. This is the eighth year Greening Our Community Grants have been offered to community groups. Successful applicants are required to match the funding which they receive, a small proportion (10% of the project's total cost) can be through in kind contributions.

A Community Donations and Greening Our Community Grants information night was held on Wednesday 16 May 2018.

Applications for grants opened Monday June 18 and closed on Friday 20 July. All community clubs, schools and organisations in the City were contacted directly regarding the grants and information was provided in Council's Messenger column and corflute signed placed through the City along with posters in council buildings.

A total of four applications were received by the closing date, with an additional later application received on July 31. The five application requests totalled \$19,331.01.

A Greening our Community Grant Assessment Panel was formed which consisted of one Elected Member and three council employees, these being Cr Lynda Yates, the Environmental Education and Projects Officer, the Manager Field Services and the Team Leader Leasing & Commercial Operations.

Applications were assessed and scored against selection criteria by each panel member prior to the Panel meeting on 1 August 2018. At this meeting one application was given outright in principle support for full funding (inc GST component). The remaining four applicants were given support on the proviso additional minor detail (such as proof of public liability insurance, a letter of support or an additional quote) was provided by Tuesday August 14. All minor additional information was received by the given due date.

Below are listed all five applicants who were given in full or partial in principle support.

Organisation Name	Proposed Project	Requested Amount	Organisation contribution	Recommended Grant (exc GST)
Brighton and Seacliff Yacht Club	Solar Panels	\$5,000	\$29,000	\$5,000.00
Baden Pattison Kindergarten	"Warm in Winter - Cool in Summer" – blind project	\$1,144.51	\$1,145	\$1,144.51
St Peters Woodlands School	Nature Play Space	\$5,000	\$204,132	\$5,000.00
Seacliff Recreation Centre	Energy efficient Hand Dryers and Brush Strips	\$4,191	\$4,191	\$4,191.00

St Leonards Primary School	SLPS Goes Green – dedicated composting and worm farm area	\$3,995.50	\$3,995.50	\$3,995.50
Total		\$19,331	\$242,464	\$19,331.01

Each organisation will be provided with a sign indicating Council's contribution to the project to display in a prominent location.

BUDGET

The total budgeted expenditure (not including staff time or promotion) for the Greening Our Community Grants is \$20,000.

Each grant recipient is required to provide photos, promote Council and provide a Project Budget Acquittal at the end of financial year.

LIFE CYCLE COSTS

It is not necessary for Council to expend any additional costs in regards to the lifecycle of the program.