

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 24 September 2019 at 7.00pm

Roberto Bria
CHIEF EXECUTIVE OFFICER



Ordinary Council Meeting Agenda

1. OPENING

The 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 10 September 2019 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 – Bait Vending Machine– Councillor Fleming (Report No: 357/19)

11.2 Motion on Notice – Ferry Services – Councillor Smedley (Report No: 358/19)

12. ADJOURNED MATTERS - Nil**13. REPORTS OF MANAGEMENT COMMITTEES, SUBSIDIARIES AND THE DEVELOPMENT ASSESSMENT PANEL**

13.1 Minutes – Jetty Road Mainstreet Committee – 4 September 2019 (Report No: 346/19)

14. REPORTS BY OFFICERS

14.1 Items in Brief (Report No: 351/19)

14.2 New Licence Agreement – Seacliff Tennis Club and Uniting Church Australia (Report No: 352/19)

14.3 Implementation of Smoke Free Areas in Council Owned Facilities (Report No: 341/19)

14.4 Glenelg Oval – Eastern Retaining Wall Upgrade (Report No: 314/19)

14.5 Electric Scooter Trial along the Coast Park (Report No: 349/19)

14.6 Winter Wonderland 2019 Event Report (Report No: 347/19)

14.7 Tourism Plan 2020 Review (Report No: 348/19)

14.8 Glenelg Town Hall Museum and Gallery Upgrade (Report No: 350/19)

14.9 Beachouse Glenelg – Remediation Former Ferris Wheel Site (Report No: 354/19)

14.10 Greening Our Community Grants 2019-20 (Report No: 353/19)

14.11 Monthly Financial Report – 31 August 2019 (Report No: 355/19)

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 ITEMS**17.1 Update Brighton Oval Masterplan – Stage 2 (Report No: 342/19)**

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.

18. CLOSURE

ROBERTO BRIA
CHIEF EXECUTIVE OFFICER

Item No: **11.1**

Subject: **MOTION ON NOTICE – BAIT VENDING MACHINE – COUNCILLOR FLEMING**

Date: 24 September 2019

PROPOSED MOTION

Councillor Fleming proposed the following motion:

That Administration prepare a report on options to address Community concerns (including possible removal) in regards to the bait vending machine that has been installed on the Esplanade at Brighton and that this report be brought back to Council by November 2019.

BACKGROUND

On September 4 2019 it was brought to my attention through resident complaints and social media that a bait vending machine had been installed on the Esplanade at Brighton close to the Arch of Remembrance. On further enquiry the machine was approved by administration on a 12 month trial basis. From my perspective it has been placed in an inappropriate position, and the permit fee seems extremely low. My other concern is about the possible impact on a similar business on Brighton Road who have been rate payers for over 40 years. This machine is on a 12 month trial, however I have received a number of requests from the Community for it to be removed earlier.

Item No: **11.2**

Subject: **MOTION ON NOTICE – FERRY SERVICES – COUNCILLOR SMEDLEY**

Date: 24 September 2019

PROPOSED MOTION

Councillor Smedley proposed the following motion:

- 1. That the City of Holdfast Bay provides in principle support for the establishment of daily fast ferry service from Glenelg to Kangaroo Island and potentially other locations eg Yorke Peninsula.**
- 2. That Administration work with the Jetty Road Mainstreet Committee and other key business stakeholders to determine requirements for establishing such a service from Glenelg and provide a report to Council.**

BACKGROUND

There have been a number of media reports over the last week from the Kangaroo Island Mayor advising that there is a company that would be most interested in starting a ferry between Glenelg and Kingscote in the near future and that a new ferry service from Adelaide to Kangaroo Island must be included in plans for an overhaul of Glenelg Jetty. Further to this, consideration must be afforded for the ferry service interface with Jetty Road Glenelg retail precinct and associated infrastructure. The establishment of a direct ferry service between Glenelg and Kingscote on the face of it would have direct economic benefits to the Holdfast Bay Community in regards to additional tourism etc. The motion is to provide in-principle support by Council so that Administration can work with the Jetty Road Mainstreet Committee (JRMC) and other key business stakeholders on what would be the requirements to support the establishment of such a service.

Item No: **13.1**

Subject: **MINUTES – JETTY ROAD MAINSTREET COMMITTEE – 4 SEPTEMBER 2019**

Date: 24 September 2019

Written By: General Manager Community Services

General Manager: Community Services, Ms M Lock

SUMMARY

The Minutes of the Jetty Road Mainstreet Committee meeting held on 4 September 2019 are attached and presented for Council's information.

Jetty Road Mainstreet Committee Agendas, Reports and Minutes are all available on Council's website and the meetings are open to the public.

RECOMMENDATION

That Council notes the minutes of the Jetty Road Mainstreet Committee of 4 September 2019.

COMMUNITY PLAN

Placemaking: Creating lively and safe places
Community: Providing welcoming and accessible facilities
Economy: Supporting and growing local business
Economy: Making it easier to do business
Economy: Boosting our visitor economy
Culture: Being financially accountable
Culture: Supporting excellent, efficient operations
Culture: Being financially accountable

COUNCIL POLICY

Not applicable.

STATUTORY PROVISIONS

Not applicable.

BACKGROUND

The Jetty Road Mainstreet Committee (JPMC) has been established to undertake work to benefit the traders on Jetty Road Glenelg, using the separate rate raised for this purpose. Council has endorsed the Committee's Terms of Reference and given the Committee delegated authority to manage the business of the Committee.

Jetty Road Mainstreet Committee Agendas, Reports, and Minutes are all available on Council's website and the meetings are open to the public.

REPORT

Minutes of the meeting of JPMC held on 4 September 2019 are attached for member's information.

BUDGET

Not applicable.

LIFE CYCLE COSTS

Not applicable.

CITY OF HOLDFAST BAY

Minutes of the meeting of the Jetty Road Mainstreet Committee of the City of Holdfast Bay held in the Glenelg Library Meeting Room, Colley Terrace, Glenelg on Wednesday 4 September 2019 at 6:00pm.

PRESENT

Elected Members

Councillor R Abley

Community Representatives

Maio's Group, Mr C Maio's

Elite Choice Home Improvements, Ms E Leenearts

GU Filmhouse, Mr S Robinson

Skin Things, Ms L Boys

Attitudes Boutique and Lightbox Gift and Home, Ms G Martin

Cibo Espresso, Mr T Beatrice

Short Order Diner, Mr N Hughes

Staff

Acting General Manager, Community Services, Mr M Rechner

Manager City Activation, Ms S Heading

Jetty Road Development Coordinator, Ms A Brown

1. OPENING

The Chairman, Mr C Maio's, declared the meeting open at 6.04pm

2. APOLOGIES

2.1 Leave of Absence – Councillor W Miller, Mr A Warren, Mr A Fotopoulos

2.2 For Absence –

3. DECLARATION OF INTEREST

Members were reminded to declare any interest before each item.

4. CONFIRMATION OF MINUTES

Motion

That the minutes of the Jetty Road Mainstreet Committee held on 14 August 2019 be taken as read and confirmed.

Moved Councillor Abley, Seconded T Beatrice

Carried

5. QUESTIONS BY MEMBERS

5.1 **Without Notice** - Nil

5.2 **With Notice** – Nil

6. MOTIONS ON NOTICE – Nil**7. ADJOURNED ITEMS – Nil****8. PRESENTATION –****National Broadband Network (NBN) Presentation**

Kym Morgan, NBN Local Manager SA and NT presented to the Jetty Road Mainstreet Committee on the NBN's new program called 'NBN Select' and engaging landlords in regards to future proofing the street.

N Hughes entered the meeting at 6.28pm.

9. REPORTS/ITEMS OF BUSINESS

9.1 Monthly Finance Report (Report No: 327/19)

The Jetty Road Mainstreet Committee July 2019 finance report is prepared by the Jetty Road Development Coordinator and is presented for information to the members of the Jetty Road Mainstreet Committee.

Motion

That the JRMCM note this report.

Moved S Robinson, Seconded E Leenearts

Carried

9.2 Marketing Update (Report No: 328/19)

This report provides an update on marketing initiatives being undertaken from the Jetty Road Mainstreet Committee 2019/20 Marketing Plan and initiatives aligned to the delivery of the Jetty Road Glenelg Retail Strategy 2018-2022.

Motion

That the JRMCM note this report.

Moved Councillor Abley, Seconded T Beatrice

Carried

9.3 Glenelg Rejuvenation Project (Report No: 329/19)

On 26 June the JRMCM held a strategic planning workshop. An outcome was for the JRMCM to redefine the scope of the Glenelg Jetty Project and incorporate a vision for Glenelg including the Jetty Road Masterplan and Glenelg Town Hall Redevelopment. The JRMCM discussed the refined vision for Glenelg incorporating the above mentioned projects at the 14 August JRMCM meeting. The draft vision was discussed at the 20 August Council Workshop on the Glenelg Rejuvenation Project. The final vision will be endorsed at the 4 September JRMCM meeting and then be presented to the Elected Members at a Council meeting in October.

Motion

That the JRMCM:

1. Note this briefing.

Moved T Beatrice, Seconded E Leenearts

Carried

2. Endorse the refined vision for Glenelg outlined in this report.

Moved T Beatrice, Seconded S Robinson

Carried

3. Seek a response from Council on the JRMCM's refined vision for the Glenelg Rejuvenation Project.

Moved L Boys, Seconded N Hughes

Carried

9.4 Events Update (Report No: 331/19)

JRMCM in partnership with the City of Holdfast Bay are responsible for implementing and managing a variety of major events to support economic stimulus in the precinct in accordance with the annual marketing and business plan. This report provides an events debrief and a work in progress report on a variety of events.

Motion

That the JRMCM note this briefing

Moved Councillor Abley, Seconded L Boys

Carried

9.5 2019 Christmas Decorations (Report No: 332/19)

The Jetty Road Development Coordinator (JRDC) has commenced planning for Jetty Road Christmas decorations and activations with an external event and brand activation company agreed upon at the 14 August JRMCM meeting. The JRDC will present a progress report.

Motion**That the JRMCM note this briefing**

Moved Councillor Abley, Seconded S Robinson

Carried**9.6 Mainstreet SA Conference (Report No: 333/19)**

Mainstreet SA is a membership-based not-for-profit organisation that delivers a range of events and activities to build relationships, activate education and celebrate leadership in mainstreet creation. The Mainstreet SA Conference will be held from 10 - 11 October 2019 at Lot Fourteen, Adelaide. This year the Mainstreet SA Awards Dinner will be held in conjunction with the event on Thursday 10 October. The JRMCM will nominate committee members to attend this event.

Motion**That the JRMCM note this briefing.**

Moved T Beatrice, Seconded N Hughes

Carried**10. URGENT BUSINESS****11. DATE AND TIME OF NEXT MEETING**

The next meeting of the Jetty Road Mainstreet Committee will be held on Wednesday 2 October 2019 in the Glenelg Library Meeting Room, Colley Terrace, Glenelg.

12. CLOSURE

The meeting closed at 7.29pm.

CONFIRMED: Wednesday 2 October 2019**CHAIRMAN**

Item No: **14.1**

Subject: **ITEMS IN BRIEF**

Date: 24 September 2019

Written By: Personal Assistant

General Manager: Strategy and Business Services, Ms P Jackson

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 Oval Stage 1A – Update**
 2. **Michael Herbert Bridge – Lighting up for Charity**
 3. **Brighton Oval Stage 1 – Update**
 4. **National General Assembly 2019 – Councillor Chabrel**
-

COMMUNITY PLAN

Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

REPORT

1. **Glenelg Oval Stage 1A – Update**
 - This report provides an update on Stage 1A of the Glenelg Oval Master Plan. Stage 1A includes clubroom redevelopment, court upgrades (total of eight courts, including 2 community courts), lighting, fencing, on-street parking (Williams Avenue).

- Concept plans for the whole of site, including the clubroom and courts have been completed with detailed design commencing in October:
 - On site engineering investigations have been completed;
 - Architects (Swanbury Penglase) have been engaged to finalise the concept plan and undertake detailed design for the clubroom and the surrounding landscape;
 - Engineers have been engaged to finalise the concept plan for the upgrade of the courts, lighting, fencing and car parking along Williams Avenue.
- Council Administration have been working with Tonkin and Swanbury Penglase (Council engaged Engineers and Architects), to develop concept designs for the car parking and clubrooms. Although, the master plan went to community engagement prior to endorsement, we will be offering residents along Williams Avenue the opportunity to view the concept plans (clubroom and car parking) and to offer feedback if required. Residents will be notified via a letter box drop in the coming weeks. There will also be a drop-session held to view the plans of the clubrooms and car parking (Date TBC).
- Stage 1A is scheduled to be completed in April 2020.

2. Michael Herbert Bridge – Lighting up for Charity

Following a request received from Pregnancy and Infant Loss Australia, the Chief Executive Officer, Mr R Bria, has approved the request to light the Michael Herbert Bridge in pink and blue on 15 October 2019. This is in recognition of International Pregnancy and Infant Loss Remembrance Day.

3. Brighton Oval Stage 1 – Update

- An update on the Stage 1 of Brighton Oval redevelopment was provided on 27 August 2019. This report provides an update for the period mid-August till mid-September 2019. A separate report on Stage 2 is included in the agenda for meeting on 24 September 2019.
- Construction of the Rugby building is on schedule with completion forecast for January 2020. Milestones this month include pouring of the 1st floor slab and drop-down balcony. Construction of the roof has now commenced.
- Final designs for the Lacrosse Club and the Football/Cricket buildings have been completed and full development approvals have been achieved.
- Temporary on-site storage arrangements have been agreed with the three clubs. A total of 6 shipping containers will be provided to allow the clubs to temporarily store their equipment, some salvaged kitchen equipment, tables and fittings which need to be removed from their clubrooms prior to demolition. Upgrading of the Rugby club shed is also underway.

- Site possession for demolition and construction of the Lacrosse club and the main grandstand will occur on 30 September 2019 and 14 October 2019 respectively. Some car parking will be restricted for the construction period. Brighton Primary School has been consulted. These two remaining clubrooms are forecast for completion around the end of June 2020.
- Orders have been placed for new site power supply, transformer and switchboard. Gas connection details have been finalized for all buildings.
- Lighting designs for the Lacrosse main and training ovals are being completed. Tenders will be called once the master plan is approved.
- Budget - current forecasts for Stage 1 indicate that the budget is on target, although there are shared costs between Stages 1 and 2.
- A separate report on site wayfinding, site identification signage, club advertising and oval naming rights is being prepared.
- A website, www.brightonoval.com.au, has been developed to communicate latest developments relating to the project.

4. National General Assembly 2019 – Councillor Chabrel

Initial Impressions

As a first term Councillor and attending the National General Assembly of Local Government for the first time I found the experience personally uplifting and broadening, and providing many immediate and potential benefits to our City. The opportunity to link with Elected Members and Administrators, and the LGA from SA and Australia wide brought about valuable connections and insight into the issues affecting local government here and across our diverse nation.

Around a particular focus of mine I found it of enormous benefit to link with Councils around the country who have declared a climate emergency and listen to their journey and the support and obstacles they faced.

Motions

As a debutant I did not have an understanding of the central role the motions for debate was to play at the NGA. The NGA debated 91 Motions on a wide range of matters and where climate change, recycling and the drought features prominently. These resolutions would subsequently be put to the Board of the ALGA prior to a formal report to be passed to the Federal Government.

I would like to work towards is Holdfast Bay taking a more active role in NGA20. We did not have a motion to put forward however one could have been drafted in opposition to drilling in the Bight for example. Some Councils put a number of motions and it would be worthwhile reflecting on issues that affect our City that would be worthwhile putting to next year's conference.

Exhibition

Path Lighting

Spoke with Green Frog Systems, solar lighting specialists who were interested in supporting our City with lighting for the Minda section of the Coast Walk. They are a local South Australian business and their stand-alone lighting units are \$2,800ea and can illuminate an area of 38 metres.

Live Streaming

Spoke with On Stage about live streaming Council meetings. They identified the goose-neck microphone analogy system we use and have provided an initial costing for a four camera system for approximately \$4,000. Subject to testing this is a dramatic improvement on the \$75,000-\$85,000 for a 2-3 camera system with a digital upgrade to the audio system provided to Council in Report 226/19 25/06/19. This could provide us with a pathway to quickly and at a very low cost move to live streaming Council meetings and increasing access and transparency of Council in our community.

Concurrent Sessions

I attended a the session on Reducing Community Harm, examining public policy approaches particularly within a local government context.

The key note for the session was Dr Jon Sigfusson from Iceland where a remarkable turnaround has occurred in recent years after a significant alcohol problem. I was struck with how their success was primarily due to their isolation and found it difficult to transfer learnings to a larger population, however a strong factor was increasing parental responsibility, connections within families and open discussions and contracts.

The Federally funded Local Drug Action Team LDAT program was discussed by three Councils. The program is grass roots and has had considerable success. There are \$8M in the funding pool for this program and worthwhile considering around the "Ice" problem our State faces.

Highlights from Speakers and Main Sessions

Acting Prime Minister, The Hon Michael McCormack, opened the conference with a wide ranging speech which touched on restarting the Constitutional recognition of Local Government and emphasised a partnership between Federal and Local Government. Certainly pushed the goal of direct funding however shied away from committing to restore FAGs funding levels.

Announced \$1B immediate funding availability for small infrastructure maintenance projects that can be undertaken within the Federal Government's first 12mths of office; encouraged Councils to get the plans in quickly.

ALGA President, David O'Loughlan who convened the NGA repeated theme throughout the conference was “gratefulness”, that Councils would be prudent to always and regularly acknowledge and thank those (notably the Federal Government) who provide funding in its various forms. This is not only good manners but very good business sense.

Karen Middleton, Chief Political Correspondent, The Saturday Paper, provided an overview of the Federal election which was eloquent and engaging but didn't particularly shed any fresh light on the result. She was quite complementary of the new Opposition Leader having literally written the book on him and is of the opinion that he has moved to the centre from the left which will settle the factions. So it seems the Prime Minister will have a solid opponent.

Post election opportunities for Local Government, a discussion Chaired by Karen Middleton

With Mayors, Karen Redman, Gawler Council South Australia, Ken Kieth, Parkes Council New South Wales and Geoff Morton, Diamantina Shire Council Queensland

This session was interesting from the perspective of the panel's diversity, Diamantina for example has only six ratepayers! All Mayors discussed the foci and opportunities for their Councils with some themes around communications, addressing climate change and providing sporting and recreation services and infrastructure.

Key Note Address

Crowd Powered Communities, Steve Sammartino, Futurist and Technologist

Steve is a professional public speaker and delivered a high powered segment.

He controversially started by declaring that Emojis were the greatest social development the world has seen, because it is the first truly international language and communication is the most critical tool for human development.

He went on to discuss the history of work and how we work today. He put forward that or practice of centralised workplaces should be challenged due to technology enabling remote access; no longer do we need to daily commute to an office to do a role that could be performed from our homes. Whilst interaction with colleagues is important the paradigm of “work” should be challenged. This could provide many benefits which include reductions in stress, more time and less environmental impact and cost due to less travel, etc.

He discussed the exponential growth of technology and touched on AI emphasising that it should add to community and it should be leveraged rather than looked upon as a way of replacing people.

Steve spoke of the usefulness of a community “App” in engaging the public. I thought of the MyLocal App that we have started to use in a limited fashion and this has

enormous scope. Imagine being able to engage our community on a whole range of issues from rubbish collection to reporting problems to community consultation all the way through to voting; all from your phone!

He mentioned the introduction of drones. I think this technology is on the cusp of exploding into our communities and we need to get ahead of it from a regulatory perspective. I know of people very active in this space who would like to fill our skies with them. Uber's long game is to remove people from their services; this will happen first with deliveries (parcels and food) which will be via drones, and then with their passenger services with autonomous vehicles.

Steve ended with some self development for leaders. He suggested we invest 10 minutes out of our busy days into a side project (blue sky) and make sure we put humans first.

Eileen Deemal-Hall, CEO of Wujal Wujal Aboriginal Shire Council of Cape York discussed intergenerational planning and their use of technology in climate mapping for resilience and sustainability as their main town is subject to flooding. This may have coastal applications.

Colin Wairweather and Daniela Mazzone of the City of Melbourne' IT Department spoke about technology policy and governance to improve customer outcomes. Also improving interconnectedness with local collaborations. Technology will have a big impact on local government employment with Colin presenting a prediction from the UK that 80% of administration jobs are likely to go.

Romilly Madew AO, CEO of Infrastructure Australia, spoke about the 2019 Australian Infrastructure Audit currently underway and the opportunity for input in the process. A heads up to come from this presentation was the availability of half a billion dollars towards car parking infrastructure at public transport stations. Could be worth investigating as part of our City's Transport Policy development.

Public Housing; there was a panel discussion on Local Government's increasing involvement in provision of public housing which delved into public/private partnerships in the space. Given the shifting of responsibilities from State to local, people falling through cracks in welfare systems and growing homelessness and housing insecurity, this may be an area worth getting some further information on for our City.

The discussion also highlighted a potential problem for our City which others are facing in that as State housing is reducing in favour of community housing such properties are exempt from rates and as such there is a corresponding drop in Council revenue which will need to be picked up by other ratepayers.

David Pich, CEO Institute of Managers and Leaders Australia and New Zealand, provided a key note spruiking the Institute from which the main take away was that most leaders are what he describes as "accidental leaders" meaning that they have

done little to create themselves as leaders rather that they have been managers who happened to be at the right place at the right time. His was a damning indictment of the state of leadership in Australia which his organisation is happy to remedy.

David makes a strong point though and it is vital for that health of an organisation that its people are supported to develop their skills which result in wholistic benefits with ultimately best practice.

The final Key note was by Paralympic Champion Kurt Fearnley OAM. It's hard to describe listening to someone who has the ability to lift you up and take you to another place. His message of grit and determination was compelling, his achievements surpass what many with less challenges would attempt-but all have it in them. If you haven't heard Kurt speak I would encourage you to look at the many videos available online. It was an uplifting and inspiring end to a worthwhile conference.

Conclusion

I felt privileged to have been selected to be a representative of our City at this year's National General Assembly.

I made many contacts, forming relationships both locally and interstate from which I have already drawn upon for work in our community. I have a greater understanding of the roll and breadth of impact of local government. The speakers, sessions and exhibitors have educated me and provided numerous opportunities for benefit to our City both immediate and into the future. Low cost live streaming, solar lighting for our coast pathway, infrastructure and transport funding, alcohol and drug harm minimisation and public housing are just a few.

It was a worthwhile investment for our City to be represented and I believe we could make even more use of the opportunity in years to come.

Item No: **14.2**

Subject: **NEW LICENSE AGREEMENT – SEACLIFF TENNIS CLUB AND UNITING CHURCH OF AUSTRALIA**

Date: 24 September 2019

Written By: Team Leader Commercial and Leasing

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

The Seacliff Tennis Club Incorporated (the Licensor) is seeking approval from Council to license part of their leased areas at the Kauri Sporting Centre to the Uniting Church Netball Association.

RECOMMENDATION

1. **That Council approves the Seacliff Tennis Club Incorporated (the Licensor) entering into a licence agreement with the Uniting Church in Australia Property Trust (the Licensee) for the use of two courts at Kauri Sporting Centre based on the following:**
 - a) **the licence to have a five (5) year term which commenced from 5 August 2017 and expires on 4 August 2022;**
 - b) **Licensee is entitled to use the two (2) courts between 1 May and 30 September each year; and**
 - c) **the annual licence fee being \$220.00 (plus GST) and subject to review by CPI on the 5 August each year.**
 2. **That the Chief Executive Officer and Mayor be authorised to execute and seal any documents as required to give effect to this licence.**
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BACKGROUND

Previous relevant decisions:

- Council Report No: 455/17: new lease agreement – Seacliff Tennis Club Inc

REPORT

Following completion of the Kauri Community and Sport Centre, the Lease Agreement between City of Holdfast Bay and the Seacliff Tennis Club Incorporated commenced on 5 August 2017 for a period of 5 years, expiring on 04 August 2022. Pursuant to Clause 8 of the

agreement, the Lessee is entitled to sub-lease or licence parts of the leased premises at the Kauri sporting complex, with written consent from Council.

The Club has a long standing relationship with the Netball Association. It was noted in Report 455/17 (seeking endorsement of the lease between City of Holdfast Bay and the Tennis Club) that the Netball Club would occupy courts 11 and 12 as part of a proposed seasonal winter tenancy. The Uniting Church in Australia Property Trust is the body which as the authority to enter into agreements on behalf of its members, in this case the Uniting Church Netball Association.

The terms of the license align on the main lease between Council and the Seacliff Tennis Club, both for commencement and expiry dates. As such, the new licence will be for a period of five (5) years commenced on the 5 August 2017 with a further term of 5 years, subject to the existence of the head lease at the time and the following terms:

- Annual commencing rent - \$220.00
- Permitted use: Netball practice, scheduled games and associated purposes.
- Times of use: From 1 May to 30 September each year during the licence term.
- Licensed area: courts 11 and 12 (courts 1 and 2 being the interim community courts during that period)

The licence has already been executed by both the Licensor (Seacliff Tennis Club) and Licensee (Uniting Church).

Council endorsement is now required for the licence to come into effect. Although only a Council decision is required to endorse the formation of the licence, Administration is also seeking Council authorisation for the Mayor and Chief Executive Officer to sign any necessary documentation in case further documents are required to be signed.

BUDGET

An annual budget allocation is provided to City Assets and Services for the review and implementation of property leases and undertake landlord repairs and maintenance to the facilities. This budget includes the engagement of legal advice services when and where necessary.

LIFE CYCLE COSTS

All structural maintenance will remain the responsibility of council under the current lease. This cost has been factored into both the Asset Management and Long Term Financial Plans.

Item No: **14.3**

Subject: **IMPLEMENTATION OF SMOKE FREE AREAS IN COUNCIL OWNED FACILITIES**

Date: 24 September 2019

Written By: Manager Regulatory Services
Manager Active Communities

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

The harmful health impacts of second-hand smoke have been well known for some years. Exposure to second-hand smoke can cause a number of serious illnesses including heart disease, stroke, lung cancer and nasal sinus cancer, along with immediate breathing difficulties for those with respiratory disorders.

Community support for smoke-free, safe and healthy environments is increasing and as a result, many South Australian public areas have become voluntarily smoke-free over the past decade, including outdoor events and community spaces. Smoke free areas provide health friendly environments that encourage usage of Council facilities such as community centres and sporting facilities.

Establishing a Smoke Free Council Facilities Policy is a positive public health initiative and a step towards making community facilities more health and family orientated environments.

RECOMMENDATION

That Council endorse the draft Council Owned Facilities - Smoke Free Policy for public consultation.

COMMUNITY PLAN

Community: Building a healthy, active and resilient community

Community: Providing welcoming and accessible facilities

Placemaking: Creating vibrant and safe places

COUNCIL POLICY

Sporting and Community Leasing Policy

STATUTORY PROVISIONS

Tobacco and E-Cigarette Products Act 1997

Local Government Act 1999

Summary of Offences Act 1953 Version 20.12.2018

BACKGROUND

Council endorsed motion C230719/1555 at its 23 July 2019 meeting and resolved:

‘That administration provide a report to consider implementation of a no smoking policy for all sporting grounds and grounds of Community Centres including Glenelg Oval, Brighton sports precinct and Kauri Parade.’

Administration have now drafted a *Smoke Free Council Facilities Policy* for Council’s consideration.

Refer Attachment 1

The draft policy was developed based on research and feedback from various sources including other Councils, other relevant agencies, sporting bodies and community centre operators within the Adelaide region.

REPORT

The harmful health impacts of second-hand smoke on non-smokers have been well known for some years. Second-hand smoke can cause a number of serious illnesses including heart disease, stroke, lung cancer and nasal sinus cancer along with immediate breathing difficulties for those with respiratory disorders. Community support for smoke-free, safe and healthy environments is very high. As a result, many South Australian public areas have become voluntarily smoke-free over the past decade, including outdoor events. Other areas are designated as smoke-free under legislation including:

- outdoor dining areas
- vehicles when a child under 16 years is present
- enclosed public areas and workplaces
- playgrounds
- public transport waiting areas
- declared smoke-free outdoor areas and events.

A public place includes:

- shopping malls
- hospitality venues including pubs, clubs, restaurants, cafes and the casino
- enclosed sports or recreation areas
- other enclosed workplaces.

Declared smoke-free areas

Under Section 51 and 52 of the Tobacco and E-Cigarette Products Act 1997, local councils and other incorporated bodies can apply to have an outdoor area or event declared smoke free.

In many cases, key public places and many major events are declared smoke-free by Regulation. However the nature of the Cabinet and Parliamentary process required to introduce a Regulation, any application will take at least six months before it can be introduced.

The City of Holdfast Bay has declared Moseley Square a smoke-free area. The penalty for smoking in Moseley Square is \$105 under an 'on the spot fine'.

Enforcing these laws is the responsibility of Council and Police. Council's powers are limited by resourcing and our ability to compel a person to provide their full name and address to issue the fines, whereas the Police are in a better position and regularly enforce the legislation around Moseley Square. To date, Council have not been able to issue any fines whereas the Police issue fines regularly each year.

An option considered to create smoke free Council facilities would possibly be to declare all sporting facilities, community centres, libraries, Council offices and buildings to be smoke free under the Tobacco and E-Cigarette Products Act 1997.

However from a practical and regulatory perspective, this definition was deemed to be too broad both from a regulatory and/or enforcement viewpoint leaving Council open to challenges about the validity of the declaration. Likewise, as Council has limited resources to enforce a broadly defined declaration and the Police are unlikely to attend to regulate this law in smaller venues, it was considered impractical and too open to non-compliance.

By-laws

The Local Government Act 1999 does not provide Councils with powers to make a non-smoking related By-law, and Councils must therefore apply for a declared smoke free area under the Tobacco and E-Cigarette Products Act 1997.

Councils' powers to make by-laws to regulate certain activities on roads (including footpaths and nature strips) is limited to the particular uses set out in Section 239 of the Local Government Act 1999 and this section does not include prohibiting smoking.

Alternatives to Declared Smoke Free Areas

The alternative to declaring smoke free areas by regulation is the introduction of a smoke free policy. Many facilities have policies prohibiting smoking near building entrances, within buildings or within designated areas within buildings.

These policies rely on education, signage and self-policing. Often they relate to employees and visitors to a workplace or site. According to the Tobacco Control Unit, declaring an area smoke free by policy has proven to be effective in managing smoking behaviours.

Smoke Free Council Facilities

The creation of a well-publicised no-smoking policy which would be administered by the local management committees, club volunteers or council staff for each specific venue is considered the most cost-effective and practical way of enforcing non-smoking at Council owned facilities. This is likely to align with existing policies adopted by local clubs or facility managers and therefore compliance and definition of the areas involved are likely to be easier to administer.

Many sporting clubs who are tenants at Council owned facilities have already developed and implemented their own smoke free policies. Many sporting clubs have adopted policies from organisations such as GoodSports (Australian-wide sporting standards association) to deliver a healthy environment for their players and members. Run by the Alcohol and Drug Foundation for over a decade, GoodSports' accreditation process includes implementing recommendations for smoking management policies across all affiliated clubs. As a result of many clubs already enforcing a smoke free policy, the introduction of a broad smoke free policy across the whole sporting precinct may reflect little to no impost on Clubs to adhere to a new Council *Smoke Free Council Facilities Policy*.

An important distinction with the draft *Smoke Free Council Facilities Policy* presented with this report is that it covers both internal spaces (eg within buildings and covered areas) as well as outdoor areas (eg council parks, ovals, carparks) but does not cover roads, verges, footpaths or beaches where Council must use powers under the Tobacco and E-Cigarette Products Act 1997 if it wants to declare these public spaces smoke free.

The implication of the policy is that it will prohibit smoking in outdoor areas owned by Council, so that if someone wanted to smoke, they would need to remove themselves from Council's land and stand in a public street or place (including on a verge, footpath or beach).

Enforcement of a widely based no-smoking policy will be challenging. Council's regulatory officers do not have powers to obtain a truthful name and address so are unable to compel an individual to provide same for the issue of an expiation notice. The only enforcement action under this policy will be to ask someone who is violating the non-smoking policy to leave the premises and if they do not, then the Police can be called to attend to remove the purpose for trespass.

Consultation

It is proposed that the draft policy be referred to community centres, sporting clubs and the general public for consultation and feedback. During the consultation, administration will seek feedback on any negative likely implications that the draft policy may have on clubs or any proposed alterations that make the policy easier to implement or to align better with club or tenant policies. One such area could be allowing smoking areas to be set up immediately outside a facility so that a smoker doesn't have to leave the proximity of the clubrooms or oval to smoke.

Designated smoking areas have been a longer term feature of entertainment venues such as hotels and appear to work well.

BUDGET

Installation of signage across all sites budgeted within current operating costs.

LIFE CYCLE COSTS

Nil

Attachment 1



Classification:	Statutory Policy.
Trim Container	FOL/___/___
Trim Document Number:	TRIM Document Number
First Issued / Approved:	24 September 2019
Last Reviewed:	DD Aug 2019 C___/___
Next Review:	24 September 2022
Responsible Officer:	Manager Regulatory Services
Date Placed on Web:	Date placed on the Web

1. PREAMBLE

This policy standardizes the conditions for smoking on Council owned premises including community centres and sporting facilities within the City of Holdfast Bay area.

1.1 Background

The City of Holdfast Bay provides a range of facilities to the community including parks, reserves, sports grounds, clubrooms and community centres.

As the owner of community land and facilities, the City of Holdfast Bay plays an important role in ensuring these facilities are safe and welcoming for all visitors. Council recognises that smoking is a health hazard and promoting a smoke free environment reduces the harmful impact of second-hand smoke on non-smokers and will help encourage the reduction of overall consumption.

As community leaders and advocates for a healthy, active community, Council has recognised a change in attitude towards smoking and has a responsibility to promote healthy behaviour within our community. The implementation of a Smoke Free policy is evidence that Council is proactive in encouraging a healthy, active community and supports the provision of welcoming and accessible facilities in line with *Our Place 2030 Strategic Plan* objectives.

A Smoke Free policy provides a rationale and framework for the management of smoking at all Council owned facilities including sporting grounds, parks, reserves, community centres and Council offices. By working within a consistent process to identify places where the policy will apply, the policy works to ensure all Council owned facilities are welcoming and accessible with low risk of secondary smoke and cigarette butt pollution.

Promoting smoke free facilities and grounds is one of the healthiest messages sporting clubs, community groups and Council can share with its community and visitors. This policy standardizes the rules for smoking on Council owned facilities and land within the City of Holdfast Bay area.

SMOKE FREE COUNCIL FACILITIES POLICY

1.2 Purpose

The purpose of this policy is to provide a consistent position and guiding principles for a smoke free environment in facilities and grounds of all Council owned sporting grounds and community centres.

1.3 Scope

This policy extends to all Council owned facilities including parks, reserves, sporting facilities, ovals, playing fields, community centres, carparks and Council owned buildings such as libraries and civic centres.

1.4 Definitions

1.4.1 Council: means a council within the meaning of the Local Government Act 1999;

1.4.2 Council owned facility or Council owned land: The areas contained on the land in which the facility or centre exists, including any structures, public shelters, on-site car parks, paved areas, grounds, park or reserve.

1.4.3 Tobacco product: is defined under the Tobacco and E-Cigarette Products Act 1997 as any of the following:

- a cigarette
- a cigar
- cigarette or pipe tobacco
- shisha tobacco
- tobacco prepared for chewing or sucking
- snuff
- any other product, of a kind prescribed by regulation, that is comprised of or contains tobacco
- any product (other than an e-cigarette product) that does not contain tobacco but is designed for smoking.

1.4.4 E-cigarette: as defined under the Tobacco and E-Cigarette Products Act 1997 as:

- a device that is designed to generate or release an aerosol or vapour for inhalation by its user in a manner similar to the inhalation of smoke from an ignited tobacco product; or
- a device of a kind declared by the Minister by notice in the Gazette to be an e-cigarette.

1.4.5 Smoke: (a) in relation to a tobacco product—smoke, hold or otherwise have control over, an ignited tobacco product; or (b) in relation to an e-cigarette—inhale from, hold or otherwise have control over, an e-cigarette that is in use;

1.4.6 Smoking: smoking of any tobacco product such as a cigarette, cigar, pipe tobacco or any product that does not contain tobacco but is designed for smoking including e-cigarettes and vaping.

SMOKE FREE COUNCIL FACILITIES POLICY

1.4.7 Tobacco product: (a) a cigarette; or (b) a cigar; or (c) cigarette or pipe tobacco; or (ca) shisha tobacco; or (d) tobacco prepared for chewing or sucking; or (e) snuff; or (f) any other product, of a kind prescribed by regulation, that is comprised of or contains tobacco; or (g) any product (other than an e-cigarette product) that does not contain tobacco but is designed for smoking, and includes any packet, carton, shipper or other device in which any of the above is contained;

1.4.8 E-cigarette product: (a) an e-cigarette; or (b) any part comprising an e-cigarette; or (c) a cartridge, capsule or other container designed to contain a liquid, aerosol, gas, vapour or other substance for use in an e-cigarette; or (d) a heating element designed for use in an e-cigarette; or (e) a battery designed for use in an e-cigarette; or (f) a product of a kind prescribed by the regulations;

1.4.9 Cigarette: (a) a device that is designed to generate or release an aerosol or vapour for inhalation by its user in a manner similar to the inhalation of smoke from an ignited tobacco product; or (b) a device of a kind declared by the Minister by notice in the Gazette to be an e-cigarette, but does not include a device of a kind excluded from the ambit of this definition by the regulations;

1.4.10 Premises: (a) any land, building or structure; or (b) public area or public place means an area or place that the public, or a section of the public, is entitled to use or that is open to, or used by, the public or a section of the public

1.5 Strategic Reference

Placemaking: Creating vibrant and safe places

Community: Building a healthy, active and resilient community

Community: Providing welcoming and accessible facilities

2. PRINCIPLES

2.1 No person will smoke on the grounds or in/on any structure of any Council owned facility, park, reserve, sporting facility or precinct or community centre

2.2 No smoking includes the smoking of any tobacco product including E-cigarettes

2.3 All sporting facilities, community centres or other community managed facilities will enforce the smoke free policy and non-compliance will be handled according the following process:

- a) Staff, members, visitors, and clients will be informed of the smoking policy through signs posted throughout the property and defined in any hire contract's or lease terms and conditions of use.
- b) In the first instance, an explanation of the smoke free policy is to be provided to the person / people who is infringing the policy; and
- c) Continued non-compliance will result in the offender being asked to leave the venue / premises by an official of the club or association. If they continue to smoke and fail to leave, they will be trespassing and the police can be called.

SMOKE FREE COUNCIL FACILITIES POLICY

- 2.4 If any areas have, subsequent to this policy, been declared under the Tobacco and E-Cigarette Products Act (1997) to be smoke free then enforcement action can be undertaken by an officer authorised under this Act.
- 2.5 Council's power to make by-laws regarding the use of roads (including footpaths and nature strips) is limited to the particular uses set out in Section 239 of the Local Government Act 1999 and does not include prohibiting smoking.

3 ASSOCIATED POLICIES

3.1 Sporting and Community Leasing Policy

The principles contained in this Policy will form part of the conditions in any new lease or lease renewal agreement.

4 REFERENCES

4.1 Legislation

Tobacco and E-Cigarette Products Act (1997)
Local Government Act 1999
Summary of Offences Act 1953 Version 20.12.2018

4.2 Other References

SA Health Guidelines

Item No: **14.4**

Subject: **GLENELG OVAL – EASTERN RETAINING WALL UPGRADE**

Date: 24 September 2019

Written By: Manager Assets & Facilities

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

Planning and preparations are underway for the upgrade of the Holdfast tennis courts, club house and landscaping. During investigations for that project, the poor condition of a section of the retaining wall that stands as the boundary between the football oval and the tennis courts came to light.

This stone wall, which is situated on the eastern boundary of the Glenelg Oval, was built in 1935 and has some heritage value. However, the northern section of the wall poses a risk of structural failure. A condition assessment, geotechnical investigation and heritage assessment have been carried out with advice being to remediate the wall now rather than rebuilding it after a failure in the future.

Five (5) alternative remediation concepts were considered, from full replacement to partial repair. With assistance from the heritage expert and Council's consultant engineers, an option to repair the wall has been developed and is recommended for implementation at an estimated cost of approximately \$60,000.

This report therefore recommends the repairs be effected before the tennis court upgrade proceeds and that a new budget allocation of \$60,000 be approved in the 2019/20 Capital Works budget to fund the work.

RECOMMENDATION

That Council:

- 1 note the condition and heritage assessment of the retaining wall along the eastern boundary of the Glenelg Oval adjoin the Holdfast Bay Tennis Club;**
 - 2. approve a new capital project to undertake repair of the failing retaining wall; and**
 - 3. approve allocation of new capital expenditure of \$60,000 within the 2019/20 Capital Works Program to undertake the work.**
-

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Placemaking: Developing walkable connected neighbourhoods

Placemaking: Building character and celebrating history

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

Environment: Fostering an environmentally connected community

Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Development Act 1993

Heritage Places Act 1993

BACKGROUND

The Stage 1 of Glenelg Oval Masterplan is the upgrade of Holdfast Tennis Courts, Club House and the landscape. Planning and preparations are underway to commence construction works in the new-year. This project has limited budget to upgrade the courts to comply with the Tennis SA standards including lightings, build a new club house, and establish additional parking and improving the landscape.

One component that is not included in the project is repair of the retaining wall that stands on the boundary between the Glenelg Oval and the tennis courts. This retaining wall is shown in the picture below and is of stone construction. The retaining wall was constructed in 1935 and therefore has some heritage value. A condition assessment, heritage assessment and a geotechnical investigation has been carried out and is attached.

Refer Attachment 1



The stone retaining wall is in reasonable condition for the majority of its length. The height varies from 1.3 to 1.8 meters and the wall is approximately 200 mm thick. It has undergone periodic repairs and maintenance. The overall length of the wall is around 150 meters (including the return wall).

REPORT

Around 10 years ago portion of the stone retaining wall collapsed (possibly as a result of some works within the oval mound area). This was (section of 38 meters) replaced with a 1 m high concrete block and appears to have been constructed using unreinforced concrete blocks constructed from surplus ready-mix concrete. The quality of the concrete appears poor and the horizontal lines in the blocks may be from different concrete pours. The soils and landscape material above this wall continually washes onto the courts and is a nuisance and safety issue. There are areas of mortar loss and loose or dislodged capping stones.



As the block wall is lower than the adjoining stone wall (and most likely lower than the wall it has replaced), loose material from the oval mound including leaf litter tends to fall into the tennis courts area causing nuisance. It is likely that some fine material will filter between the concrete blocks.

A portion of the stone retaining wall (around 20 meters) towards the northern end of the courts (adjacent the public courts) has rotated towards the courts in the order of 10 degrees and this has created a significant crack in the wall return.

It is unknown when the rotating part of the stone wall will fail. It could be in 2 years or in 20 years. If it fails in two years, it will be an expensive repair to undertake due to its position between the courts and underneath the large sign posts. Expert advice is to repair the 20m rotating portion of the wall prior to upgrading the courts.



Five options of replacement and or repair combinations have been identified.

1. Option 1 - replace the entire wall (total length 150m) at an estimated cost of \$210,000.
2. Option 2 - replace 2 sections (ie the precast concrete block section and the stone wall north from the precast section adjacent to the three northern courts – approx. length 97m) at an estimated cost of \$160,000.
3. Option 3 – replace the stone wall section only north of the precast blocks – approx. length 60m) with an estimated cost of \$140,000.
4. Option 4 - replace the 26m of unstable stone wall at the northern end only at a cost of \$94,000 and undertake repairs of some sections between the replace section and the precast concrete block section at a cost of \$26,000 – total cost \$120,000.
5. Option 5 - repairs the northern end of the stone wall to get the wall back to vertical position with some stone masonry works; plus add a small concrete block extension on top of the section of wall made from concrete blocks to prevent soil and debris being washed/blown from the oval onto the courts. This option is estimated to cost about \$60,000.

Option 5 is recommended at an estimated cost of around \$60,000.

Consultation

Relevant stakeholders are consulted as part of the Holdfast Tennis Court Upgrade project.

BUDGET

No budget allocation is currently available for the remediation of the retainer wall. The remediation will require a new budget allocation of \$60,000 in the 2019/20 Capital Works Program. This report seeks Council's authorisation for this funding.

LIFE CYCLE COSTS

Once the project is completed, the component life and additional asset value will be updated in the asset register will ultimately result in a slight increase in depreciation charges from 2020/21. No additional maintenance costs will be incurred as a result of this project.

Attachment 1



29 August 2019
Ref: 19155

City of Holdfast Bay
Attention: Rajiv Mouveri
RMouveri@holdfast.sa.gov.au

Dear Mr Mouveri

Re: Retaining Wall, Glenelg Oval – Heritage Review

Further to your request we have inspected the retaining wall on the east side of the oval adjoining the tennis courts and provide the below commentary regarding its condition and heritage value.

Glenelg Oval is identified as a local heritage place (No.4578) in the City of Holdfast Bay Development Plan (Consolidated 2 June 2016). While the wall is contained within the extent of the listing it is not specifically mentioned, nor is it mentioned in the assessment sheet that informed the listing.

The wall on the east side of the oval acts as a retaining wall for the mounding on that side of the oval and abuts the west side of the tennis courts. It is approximately 1600mm high at the north and south ends, but the height steps down towards the centre. This wall forms part of a continuous retaining wall of matching materials which extends around the south side of the oval, while a wall of similar height and materials is located along the Rugless Terrace boundary as a freestanding wall, although this is disconnected from the retaining walls perhaps due to demolition of the section which formed the original connection.

Constructed of random rubble, it has also been quite poorly laid without regular coursing and using quite crudely placed irregular stones suggesting that inexperienced masons were used in its construction. The stone used is likely to be Tapleys Hill bluestone, but much of this has asphalt on the face suggesting that it has been recycled, likely previously used as paving. A galvanised chainmesh fence topped with barbed wire supported by galvanised posts is located at the top of the wall, while advertising signage also supported by steel posts stand beyond this on the oval side. Two large trees are located near the back of the wall south of the central section, while a row of pencil pines is located adjacent to the north end.

The condition of the wall varies considerably, with structural movement apparent in the form of cracking at the north end and rotation of the wall so that top is leaning outwards in the order of 10 degrees. There is deterioration of the pointing and stone in various sections to the point of near collapse, particularly at lower levels and specifically noted to the north section. Some sections have been rebuilt where previous collapse has occurred using clay blocks in place of stone. The central section has been replaced with precast concrete blocks that are too low for the mounding, and this leads to maintenance problems along this section with soil spilling over the top of the wall onto the lower tennis courts. The south end of the wall however appears to be in better condition with little deterioration or cracking.





Top – Wall from the south (Swanbury Penglase 2019)

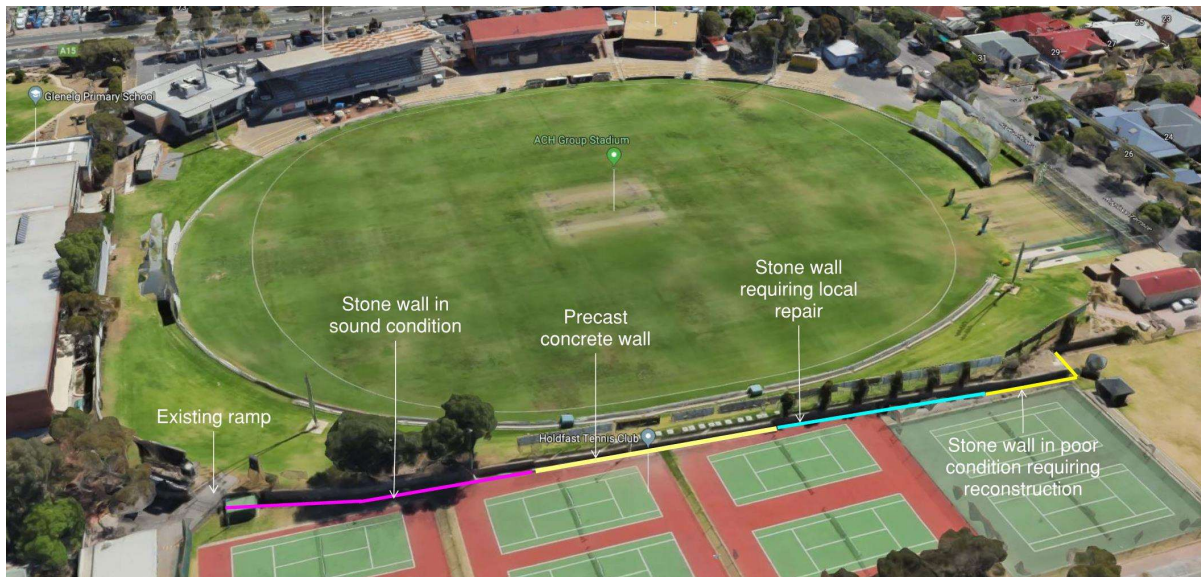
Above – Typical deterioration caused by rising dampness (Swanbury Penglase 2019)



Above – Cracking and missing stones to east end of north return together with crudely executed repair using clay blocks to the west end (Swanbury Penglase 2019)



Left – Outward lean to top of north end of wall (Swanbury Penglase 2019)



Above – Approximate extend of the wall noting overall condition (Google Maps 2019)

The east wall was built as part of the modification of the existing mounding around the oval with the intention of making better use of the adjacent land to improve the tennis courts. This work commencing on 24 October 1934 and it was completed by mid-December, but it was then decided to continue the work around on the south and west sides. Construction ended in late March 1935, when it was reported that 1,175ft of retaining walls had been completed (refer "BIG IMPROVEMENTS AT GLENELG OVAL", *News (Adelaide, SA : 1923 - 1954)*, 27 March 1935, p9. Web. 29 Aug 2019 <http://nla.gov.au/nla.news-article128822761>). This had been at minimal cost to the Council as it had been executed as an unemployment relief scheme. Six men had worked on the east wall, and a total 584 days worth of work had been provided supported by funding from the Unemployment Relief Council (refer "£200 FOR RELIEF WORK AT GLENELG", *News (Adelaide, SA : 1923 - 1954)*, 24 October 1934, p9. Web. 29 Aug 2019 <http://nla.gov.au/nla.news-article128413112>). The stone used was provided by using salvaged stone from the removal of the old street water tables (kerbing). Further work was carried out in 1937 when the stone freestanding boundary wall using further salvaged stone was constructed along Rugless Terrace as part of more extensive improvements made to the oval, including a new grandstand and the northern gates (refer "GLENELG OVAL IMPROVEMENTS", *The Advertiser (Adelaide, SA : 1931 - 1954)*, 2 April 1937 p8. Web. 29 Aug 2019 <http://nla.gov.au/nla.news-article41632946>). This explains the generally poor workmanship the recycled nature of the materials.

While of some historic interest, the east wall has been considerably compromised by the replacement of a substantial section using precast concrete, together with poorly executed repairs. This was probably due to the difficulty in finding suitable matching material as bluestone is no longer readily available. The east wall is not visible from the oval itself but it does form a backdrop to the tennis courts for which it was built. The north wall along Rugless Terrace makes a much more substantial contribution to the oval's context and setting, and as it is associated with more substantial elements such as the entry gates, better represents this part of the story

of the oval's development. The local heritage advisor has been consulted on this matter and agrees with this assessment.

It is therefore my opinion that the cultural value of the stone retaining wall is so low that consideration could be given to its replacement should it be decided that it is not economic to undertake its repair. If repair is considered, I believe the northern end will need to be taken down and rebuilt, and the issue in doing so will be that there is unlikely to be sufficient sound salvaged material after demolition to rebuild this portion. This will therefore require sourcing of further salvaged material which will be difficult.

The extent of any replacement wall should include the central portion currently the location of the precast concrete and extend through to the north end and its western return. The south portion of the wall however is in relatively sound condition, and the retention of this section would avoid disturbance of the roots of the large adjacent trees. If it is decided to retain this section, thought needs to be given to the detail of the meeting between a new and the existing wall, for example deliberately contrasting the junction by aligning the new wall east of the face of the existing and slightly lowering the height so as to overlap the joint between the old and the new.

Any replacement wall should be simple in form. It is suggested that a core filled concrete block wall capped with selective salvaged stone and having a textured rendered finish would be suitable replacement. To simplify maintenance, it would be suitable that this be painted with a low gloss paint in a mid-brown colour picking up the colouring from the existing stone, although it is acknowledged that this will not have the variation in colour and texture provided by the existing wall.

We trust this provides the information required.

If you have any queries or would like to discuss any of the above, please do not hesitate to contact us.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'Andrew Klenke', with a stylized, flowing script.

Andrew Klenke
Director
SWANBURY PENGLASE

Item No: **14.5**

Subject: **ELECTRIC SCOOTER TRIAL ALONG THE COAST PARK**

Date: 24 September 2019

Written By: Tourism Development Coordinator

General Manager: Community Services, Ms M Lock

SUMMARY

This report summarises the outcomes of discussions with DPTI, LGA and the Western Alliance of Councils and further details of the opportunity to consider a trial of electric scooters (e-scooters) within the Holdfast Bay Council area and the implications associated with such a trial.

RECOMMENDATION

That Council:

- 1. endorse administration to continue to work with the Western Alliance of Councils to progress the tender documents and processes development for the 6-month trial, commencing November 2019; and**
 - 2. endorse the Request for Tender document for 'E-Scooter mobility services' for release to the market and the tender process to be managed by the Local Government Association (LGA).**
-

COMMUNITY PLAN

Community: Building a healthy, active and resilient community

Community: Providing welcoming and accessible facilities

Economy: Making it easier to do business

Economy: Harnessing emerging technology

Economy: Boosting our visitor economy

TOURISM PLAN

Extending visitor length of stay, promote expenditure in the precinct and facilitate return visits to support the Tourism Plan 2020 goal to increase visitor numbers by 25% and reach \$335 million in tourism expenditure for the local economy.

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Legislation is required to be amended under the Road Traffic Act and a notice in the Government Gazette to enable the use of e-scooters on footpaths or shared paths.

BACKGROUND

On 11 June 2019 Council resolved C120619/1508 as follows:

- 1. endorse the City of Holdfast Bay to work in partnership with other councils and organisations to manage and respond to e-scooter service providers;*
- 2. authorise Council Officers to liaise with counterparts at neighbouring councils to develop a consistent response to the arrival of e-scooters, including addressing the legalities and potential risks; and*
- 3. authorises Council Officers to investigate the option of supporting a 6 month trial of legally compliant e-scooters in a confined area along Coast Park.*

The mover Councillor Lonie and the seconder Councillor Smedley agreed to the amendment proposed by Councillor Bouchee for 'a 6 month trial' to be added to clause 3 of item 14.6 Electric Scooters (Report No: 207/19).

REPORT

Based on the Council resolutions, Council Administration has continued to work with the Cities of Port Adelaide Enfield, Charles Sturt and West Torrens in developing the tender documents and process based on advice from the Local Government Association (LGA) Procurement and advice from the City of Adelaide administration.

It is suggested that a 'Request for Proposal' be put to open tender for obtaining a limited permit to run an 'E-scooter mobility service business' on Council land in a confined area along the Coast Park from Outer Harbor to Seacliff for a distance of approximately 30km. The tender document outlines specific conditions, evaluation criteria and safety policies.

Refer Attachment 1

The e-scooters will only be permitted to be in operation from 6am to 9pm seven days per week. They will be removed each night. Within the City of Holdfast Bay Council area it is suggested that the trial be limited to the Coast Park area only from Glenelg to Seacliff. The area would consist of 'go slow' areas where scooters will be automatically restricted to 5km/hr at areas of high activity such as;

- Patawalonga Gates to Wigley Reserve Playground (200m)
- Glenelg Surf Club via Foreshore Playground & Glenelg Jetty to Stamford Grand Hotel (350m)
- Glenelg Jetty to Moseley Square tram stop (125m)
- Broadway Kiosk (distance 100m)
- Somerton Surf Club via Minda to Gladstone Road (500m)
- Brighton Jetty, Esplanade Hotel to Bindarra Road (125m)
- Seacliff (100m north Wheatland Street to 50m south Wheatland Street = 150m)
- Seacliff Boat Ramp to Seacliff Surf Club (200m).

All other areas would have the scooters speed restricted to a maximum of 15 km/hr. Designated parking areas will be provided so that users will have to 'park' the scooters in set areas (spaced approximately every 600 metres at points of interest) as to not have scooters scattered all over the path at various locations.

Refer Attachment 2

The 'parking areas' and 'go slow' zones will be designated with 'earth wraps' placed on the path surface so that users are clear where these areas are (to be provided by the successful proponent). Additionally, a geotextile grid or similar may be required to be installed at some locations where these designated parking areas are located to ensure the scooters can be parked appropriately at each of these areas. Where no 'hard stand' exists to ensure that the scooters are parked in a neat and tidy manner 'upright' on the side of the path.

It is suggested, the Western Alliance of Councils approach the State Government about relaxing the age of the use of E-Scooters to include children over 12 years of age (the current legislation allows over 18's only); such a proposal will be an excellent attraction for families who visit the coast to use the e-scooters to explore our coastline. It is proposed that up to two proponents are approved with a maximum of 500 e-scooters to be provided along the entire 30km area.

The four Councils have considered a proposal put forward by the LGA to manage the procurement process for the tender and it is recommended that Council take up this offer by the LGA Procurement team given their specialist expertise in this capacity and allowing for a single point of contact for interested proponents.

Letter to the Minister

To progress with the e-scooter trial, it is necessary to have the trial area gazetted by the Minister of Transport, Infrastructure and Local Government. The City of Holdfast Bay administration in consultation with the Western Alliance of Councils, have prepared a formal letter to the Minister requesting that the appropriate legislative approvals to legally enable the e-scooter trial be granted for the six month trial period. The Chief Executives from all Western Alliance Councils have endorsed and signed the letter to the Minister.

The letter mentions the key drivers for the trial and the potential benefits of the trial for tourism and improving connectivity along the coast. The South Australian Tourism Commission has also expressed support for trialing e-scooters along the coastal trail.

Refer Attachment 3

Subject to a successful tender process it is anticipated that the trial could commence in November 2019. A review including a customer satisfaction user survey will be undertaken three months into the trial (by the successful proponent) which will consider items such as incidents, near misses and injuries (if applicable).

BUDGET

There will be minor costs associated with promoting the proposal to the community and stakeholder consultation. There will be some indirect costs associated with Council Administration's time to develop and consider the proposal further. For the trial it is suggested that a 'flat' permit fee of \$8000 across the four councils be applicable for the successful proponent.

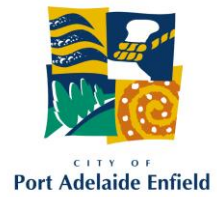
Funds of \$1075 +GST per Council are required to be paid to the LGA to run the tender process on behalf of the four Western Alliance Council's.

LIFE CYCLE COSTS

Depending on the success of the trial goes Council could look at charging a higher permit fee to generate revenue.

Attachment 1





REQUEST FOR TENDER

Request for Tender (RFT)	<i>E-Scooter Mobility Services (trial)</i>
Closing Time:	XXXXXXXXXXXXXXXXXX
RFT Number:	20-019
Contact Details	Martin Borgas LGA Procurement Mob: 0468 348 777 Email: martin.borgas@lga.sa.gov.au

LGCS Pty Ltd as trustee for LGCS Trust No 1 trading as LGA Procurement
Acting as Agent for
The Western Council Alliance

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1. **Structure of this RFT**

This RFT is comprised of five sections, being:

- 1.1 Section A - Background and General Information to Tenderers
- 1.2 Section B - Conditions of Tendering
- 1.3 Section C - Contract for Purchase of Services
- 1.4 Section D - Specifications
- 1.5 Section E - Tender Response Schedules

DRAFT

2. Section A – Background & General Information

- 2.1 LGA Procurement acting as Agent for the City of Port Adelaide Enfield, the City of Holdfast Bay, the City of West Torrens and the City of Charles Sturt (the **Alliance**) invites tenders from suppliers to obtain a limited permit (6 month trial) to run an e-scooter mobility service business on Council land in a confined area along the coast park (and local streets where applicable) from Outer Harbor to Seacliff for a distance of approximately 30 km. The Alliance will enter into a Contract with the successful supplier.

If the trial is proven to be successful and KPIs are met, then consideration will be made to making this arrangement permanent.

- 2.2 Tourism is a growing economic priority for Western Adelaide, directly employing more than 9,600 people and supporting 4,669 businesses in the region. The Alliance is committed to optimising tourism opportunities by working with businesses and our communities on the best way forward to improve the destination offerings, and to increase the range, quality and diversity of experiences available.

2.2.1 *The e-scooters will only be permitted to be in operation from 6am-9pm 7 days per week.*

2.2.2 *The successful supplier/s (maximum 2) will be permitted to deploy a maximum of 500 e-scooters (subject to review based on demand) for the duration of the permit.*

2.2.3 *The total number of e-scooters permitted will be determined by the Alliance and based on the performance of the supplier's commercial terms of the proposed Contract between the successful Tenderer and the Council.*

2.2.4 *The Alliance reserve the right to amend, restrict or change the geographical area at any time provided that the geographic area falls within the Minister approved area.*

2.2.5 *It is suggested that the E-Scooters be made available for all users from 12 years and up (subject to Ministerial approval)*

3. Section B – Conditions of Tendering

3.1 Definitions

In this RFT, the following terms (unless inconsistent with the context) mean:

- 3.1.1 A reference to a **clause** is a reference to a clause of this RFT.
- 3.1.2 The **Alliance** means the City of Port Adelaide Enfield, the City of Holdfast Bay, the City of West Torrens and the City of Charles Sturt.
- 3.1.3 **Closing Date** means the time and date specified in clause 0, or such later time and date as may be notified in writing to Tenderers by the Council.
- 3.1.4 **Conditions of Tendering** means these conditions of Tendering as attached to Section B of this RFT.
- 3.1.5 **Conforming Tender** means a Tender described in clause 3.5.1.
- 3.1.6 **Contract for the Purchase of Services** means the contract for the supply of the Services as attached to Section C of this RFT, as may be subsequently amended by agreement between the Alliance and the successful Tenderer pursuant to clause 3.9.
- 3.1.7 **Nominated Contact Person** means the person named in clause 3.3.1.
- 3.1.8 **Non-Conforming Tender** means a Tender does not meet the requirements set out in this RFT and/or the Tender Documents.
- 3.1.9 **Preferred Tender** means the Tenderer referred to in clause 3.9.
- 3.1.10 **RFT** means this Request for Tender.
- 3.1.11 **Specifications** means the specifications of the Services specified in Section D of this RFT.
- 3.1.12 **Tender** means a tender submitted by a Tenderer pursuant to this RFT.
- 3.1.13 **Tender Documents** means the documents specified in clause 3.2.1.
- 3.1.14 **Tender Process** means the process for calling, receiving, evaluating and awarding of Tender(s) as proposed in clauses 3.2.6 and 3.2.7 of these Conditions of Tendering.
- 3.1.15 **Tender Response Schedules** are the forms attached to Section E of this RFT.
- 3.1.16 **Tenderer** has the meaning given to it in clause 3.2.2 and includes supplier.
- 3.1.17 **Tenderer's Representative** means the person nominated by a Tenderer under clause 3.3.2.

3.2 Request for Tender

The Alliance seeks Tenders from suppliers for a limited permit to run an e-scooter business on Council land in a confined area as detailed in the attached maps, which are further described in the Tender Documents.

3.2.1 ***Tender Documents***

The Tender Documents are comprised of:

- 3.2.1.1 these Conditions of Tendering;
- 3.2.1.2 the Contract for the Purchase of Services;
- 3.2.1.3 the Specifications; and
- 3.2.1.4 maps of operation: and
- 3.2.1.5 the Tender Response Schedules.

3.2.2 ***Obtaining a Copy of this RFT***

This RFT is open to any organisation or person who registers its interest and details with on SA Tenders and thereby obtains a copy of the Tender Documents (each such party is a **Tenderer**).

Electronic Lodgement of Tenders

- 3.2.2.1 Tenders must be lodged electronically via SA Tenders the Closing Date ~~XXXXXXXXXX~~ and in accordance with the tender lodgement procedure set out in this clause.
- 3.2.2.2 Where there is any inconsistency between the lodgement procedure set out on the SA Tenders website and those set out in this RFT, this RFT will prevail.
- 3.2.2.3 Tenders lodged by any other means will not be considered.
 - ***Files should be in PDF, docx or doc format.***
 - ***The response document should be clearly labelled with RFT 20-019 and the suppliers name.***
 - ***File sizes should be limited to 10MB.***
- 3.2.2.4 Tenderers warrant that they have taken all reasonable steps to ensure that their Tenders are free of viruses or any other matter which would cause harm to the Alliance's website or systems.
- 3.2.2.5 Tenderers acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date.
- 3.2.2.6 If Tenderers have any problem uploading their Tender, they must contact the Nominated Contact Person prior to the Closing Date. Any failure to do so will result in the Tender being a Non-Conforming Tender.
- 3.2.2.7 A Tender is deemed to have been lodged by the Tenderer when the Tender has been received by SA Tenders server.

3.2.3 **Late Tenders**

Tenders received after the Closing Date **MAY NOT** be considered or accepted.

3.2.4 **Extension of Time for the Submission of Tenders**

- 3.2.4.1 The Nominated Contact Person may, in its absolute discretion, no less than two business days before the Closing Date, extend the Closing Date by notice in writing to the Tenderers.
- 3.2.4.2 A Tenderer may request the Council to extend the Closing Date for the submission of a Tender by written application to the Nominated Contact Person.
- (a) Any such requests must be received by the Nominated Contact Person at least five business days prior to the Closing Date, and must provide sufficient reasons to support the request.
 - (b) It is entirely at the Nominated Contact Person's discretion as to whether an extension is granted.

3.2.5 **Tender Validity Period**

- 3.2.5.1 All Tenders will remain open for acceptance by the Alliance for a period of not less than three months after the Closing Date.
- 3.2.5.2 Once submitted, a Tenderer cannot withdraw its Tender without the prior consent of the Alliance, unless the Tender is withdrawn in writing before the Closing Date.

3.2.6 **Proposed Tender Process**

- *Issue of Tender invitation*
- *Initial conformance of submissions*
- *Weighted assessment of submissions*
- *Shortlisting*
- *Presentations*
- *Preferred supplier selection*
- *Contract negotiation*

3.2.7 **Proposed Timing of Tender Process**

The proposed timing for the Tender Process is as follows:

Request for Tenders	[insert date]
Closing Date	[insert date]
Notification to successful Tenderer	[insert date] (indicative)
Execution of Contract for Purchase of Services	[insert date] (indicative)

Commencement of Provision of Services	[insert date] (indicative)
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3.2.8 **Copying Tenders**

Tenderers must not use this RFT or the RFT Documents (including any attached technical and other written information supplied by the Alliance) for any purpose other than to prepare a Tender. This includes not copying this RFT or the RFT Documents (including any attached technical and other written information supplied by the Alliance) and providing a copy to any third party not involved in the preparation of a Tender.

3.3 **Communication between the Parties**

3.3.1 **Enquiries or Requests for Information or Clarification**

3.3.1.1 Any enquiries or requests for information or clarification regarding this RFT or the Tender Documents must be made in writing and addressed to the Nominated Contact Person.

The Nominated Contact Person is

Martin Borgas
Operations Manager
LGA Procurement

martin.borgas@lga.sa.gov.au

3.3.1.2 The Nominated Contact Person may (but is not obligated to) respond to a Tenderer's enquiries or requests for information or clarification.

3.3.1.3 If the Nominated Contact Person provides any information to a Tenderer by way of clarification, then the Alliance reserves the right to provide that information to other Tenderers.

3.3.1.4 No statement made by the Nominated Contact Person, or any other representative of the Alliance should be construed as modifying this RFT or any of the Tender Documents, unless confirmed in writing by the Nominated Contact Person.

3.3.2 **Tenderer's Contact Person**

3.3.2.1 Tenderers are required to nominate a person to be the authorised contact person and supply an address for the service of any notices for the purpose of this RFT (**Tenderer's Representative**).

3.3.2.2 Each Tenderer must notify the contact person of its Tenderer's Representative within 7 business days of obtaining the Tender Documents.

3.3.2.3 All communications with the Tenderer will be via the Tenderer's Representative.

3.3.3 **Site/Industry Briefing**

3.3.3.1 The Alliance may conduct a site/industry briefing. The briefing (if conducted) is intended to provide Tenderers with background information, and Tenderers are not to treat any statements made at the briefing as variations to this RFT.

- 3.3.3.2 The Alliance reserves the right to require all Tenderers to attend the site/industry briefing.
- 3.3.3.3 Details of the briefing will be provided to Tenderers at least seven business days prior to the briefing. Tenderers may be notified of the site/industry briefing by email, and the Alliance may post the details of the briefing on the internet.
- 3.3.3.4 Each attending Tenderer must advise the Nominated Contact Person of the details of that Tenderer's attendees (including name and position) at least two business days before the briefing.

3.3.4 ***Tenderer not to solicit the Alliance and its employees***

The Tenderer and its representatives must not interfere or attempt to interview or to discuss its Tender with Councillors or employees of the Alliance, other than the Nominated Contact Person. The Alliance reserves the right to reject any Tender submitted by a Tenderer which contravenes this clause.

3.4 **Tender Preparation**

3.4.1 ***Tenderers to be informed***

Each Tenderer must, prior to submitting its Tender, become acquainted with the specifications and conditions of the proposed project to be supplied to the Alliance, and make all necessary examinations, investigations, inspections and deductions.

3.4.2 ***Evidence of Registration or Licensing***

Each Tenderer must (if applicable) be licensed or registered for the provision of the services.

3.4.3 ***Conflict of Interest***

Tenderers must inform the Alliance of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Tenderer is successful. If any conflict or potential conflict exists, the Tenderer must advise how it proposes to address this.

3.4.4 ***Use of Sub-contractors***

Where a Tenderer proposes to use resources from organisations other than the Tenderer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Tender, together with information on the relevant experience of such other organisation.

3.4.5 ***Ombudsman Act***

Tenderers should be aware that the *Ombudsman Act 1972* (SA) has been amended so that the definition of "administrative act" under that Act includes an act done in the performance of functions under a contract with a Council. That Act also includes powers enabling the Ombudsman to investigate matters in the public interest. The Tenderer must ensure compliance with all obligations arising under that Act and any other applicable legislation.

3.4.6 ***Freedom of Information***

Tenderers should be aware that the *Freedom of Information Act 1991* (SA)(**FOI Act**) gives members of the public rights to access documents of the Council. The FOI Act promotes openness

in governance and accountability of government agencies and confers the public with a legally enforceable right to be given access to documents, including contracts entered into by the Council, except those contracts or provisions which should be kept confidential for public interest purposes, the preservation of personal privacy or are commercial in confidence.

3.4.7 ***Collusion***

The Tenderer must not collude with any other Tenderers or potential Tenderers.

3.4.8 ***Tenderer's confidential information***

3.4.8.1 Subject to clauses 3.4.8.2 and 4, the Alliance will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.

3.4.8.2 The Alliance will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:

- (a) is disclosed by any Council to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant agreement;
- (b) is disclosed to any Council's internal management personnel, solely to enable effective management or auditing of the RFT process;
- (c) is disclosed by any Council to the responsible Minister;
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

3.5 **Tender Documents**

3.5.1 ***Conforming Tenders***

A Conforming Tender is a Tender which meets all of the requirements set out in this RFT and the Tender Documents.

3.5.2 ***Non-Conforming Tenders***

The Alliance is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Tender. Failure to respond to or meet any of the requirements set out in this RFT and the Tender Documents will result in the Tender being deemed a Non-Conforming Tender.

3.5.3 ***Content of Tenders***

3.5.3.1 Tenderers are required to complete the Tender Response Schedules and submit them to the Alliance.

3.5.3.2 Tenderers can also supply any other additional information or documents. The Alliance may have reference to such additional information or documents in evaluating the Tenders.

3.5.3.3 All prices quoted by Tenderers in their Tender are:

- (a) to be in Australian dollars;
- (b) to be exclusive GST; and
- (c) (if subject to rise and fall) to provide full details of how the rise and fall applies and the method of determining the price.

3.5.3.4 If a Tenderer proposes to supply the services on a basis different to that envisaged by the Tender Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Tender. The Alliance does not warrant that any discussion with the Alliance's Nominated Contact Person prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Tenders.

3.6 **Acknowledgement by Tenderers**

Tenderers acknowledge that the Alliance:

- 3.6.1 makes no representations and offers no undertakings in issuing this RFT or the Tender Documents;
- 3.6.2 is not bound to accept the lowest Tender or required to accept any Tender;
- 3.6.3 may accept all or part of any Tender;
- 3.6.4 may require one or more Tenderers (but is not obliged to require all) to supply further information and/or attend a conference or interview;
- 3.6.5 may require one or more Tenderers (but is not obliged to require all) to make presentation(s);
- 3.6.6 may undertake "due diligence" checks on any Tenderer, including verifying references and/or referees, and undertaking company searches and credit checks;
- 3.6.7 will not be responsible for any costs or expenses incurred by the Tenderer arising in any way from the preparation and submission of its Tender;
- 3.6.8 accepts no responsibility for a Tenderer misunderstanding or failing to respond correctly to this RFT;
- 3.6.9 will not be liable for or pay any expenses or losses incurred by any party whether in the preparation of a Tender or prior to the signing of any Contract for the Purchase of the Services or otherwise; and
- 3.6.10 will not be bound by any verbal advice given or information furnished by any member, officer or agent of the Alliance in respect of the Tender Documents or this RFT, but will only be bound by written advice provided by the Nominated Contact Person.

3.7 **Alliance's Rights**

The Alliance reserves the right to:

- 3.7.1 amend, vary, supplement or terminate this RFT at any time;
- 3.7.2 accept or reject any Tender, including the lowest price tender;

- 3.7.3 negotiate with any supplier regarding all or any part of the Services to be supplied pursuant to this RFT;
- 3.7.4 vary the timing and process referred to in clauses 3.2.6 and 3.2.7;
- 3.7.5 postpone or abandon this RFT;
- 3.7.6 add or remove any Tenderer;
- 3.7.7 accept or reject any Tenders whether or not they are Conforming Tenders;
- 3.7.8 accept all or part of any Tender;
- 3.7.9 negotiate or not negotiate with one or more Tenderers; and/or
- 3.7.10 discontinue negotiations with any Tenderer.

3.8 Tender Evaluation

- 3.8.1 In assessing Tenders, the Alliance will have regard to, but not necessarily be limited to, the following criteria (not listed in any order of priority):
 - 3.8.1.1 insurance;
 - 3.8.1.2 compliance with work health and safety requirements;
 - 3.8.1.3 customer service experience and capacity;
 - 3.8.1.4 the tendered prices, including the proposed pricing structure;
 - 3.8.1.5 the level of risk associated with negotiation of an acceptable Contract for the Purchase of the Services;
 - 3.8.1.6 environmental management systems (if applicable);
 - 3.8.1.7 degree of compliance with the requirements set out in this RFT and the Tender Documents; and
 - 3.8.1.8 such other matters that Alliance considers relevant, including:
 - (a) Details of current and previous relevant experience in the supply of the Services;
 - (b) E-Scooter product and technology.
 - (c) Financial resources.
 - (d) Staff resources.
 - (e) Current and future contracts/workload.
 - (f) Deployment Plan.
 - (g) Safety.
 - (h) Customer Service Plan.
 - (i) Operations and performance monitoring.
 - (j) Value add.

3.8.2 ***Use of Tender Documents***

The Alliance may use, retain and copy any information contained in the Tenders for the evaluation of this RFT and for the finalisation of the provisions of the Contract for the Purchase of the Services.

3.8.3 ***Debriefing of Tenderers***

If requested, Tenderers may be debriefed against the Alliance's evaluation criteria. Tenderers will not be provided with information concerning other Tenderers, apart from publicly available information. No comparison with other Tenders will be made.

3.9 **Acceptance of Tender**

- 3.9.1 Each Tenderer acknowledges that it may be appointed to a panel of contractors to provide supply any or all of the Services. Accordingly, the Alliance reserves the right to negotiate a panel contracting arrangement with the successful Tenderers to supplement the Contract terms and conditions.
- 3.9.2 The Alliance reserves the right to negotiate different terms and conditions for the Contract for the Purchase of the Services with any one or more Tenderers (each referred to as a **Preferred Tenderer**).
- 3.9.3 The Alliance and the Preferred Tenderer may (if required) enter into negotiations for the award and execution of a Contract for the Purchase of the Services.
- 3.9.4 If, despite their best endeavours and acting in good faith, the Alliance and the Preferred Tenderer are unable to negotiate and agree on the terms of the Contract for the Purchase of the Services, the Alliance reserves the right to negotiate with any other parties, including other Tenderers, for the supply of the Services.
- 3.9.5 The successful Tenderer will be notified in writing by the Alliance of the Alliance's acceptance of its Tender. The successful Tenderer must not make any oral or written public statements in relation to the awarding of a Contract for the Purchase of the Services until written notice is received by the Tenderer.
- 3.9.6 The notification of the acceptance of Tender by the Alliance creates an obligation on the Alliance and the successful Tenderer to enter into the Contract for the Purchase of the Services (subject to any variations agreed pursuant to this clause 3.9).
- 3.9.7 The successful Tenderer acknowledges and agrees that all intellectual property created by the successful Tenderer arising out of the supply of the Services belongs to the Alliance, and the successful Tenderer will do all reasonable things necessary to assist the Alliance in the protection and transfer of ownership of the intellectual property resulting from the supply of the Services.

3.10 **Unsuccessful Tenders**

Unsuccessful Tenderers must, if required by the Alliance, return the Tender Documents to the Alliance, once they have been advised that their Tender is unsuccessful.

3.11 **No Legal Requirement**

The issue of this RFT or any response to it does not commit, obligate or otherwise create a legal obligation on the Alliance to purchase the Services from the Tenderers.

4. **Governing Law**

- 4.1 This RFT is governed by the law in South Australia.
- 4.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

5. **ICAC**

Tenderers acknowledge that if they enter into a contract with any Council they will be considered to be public officers for the purposes of the *Independent Commissioner Against Corruption Act, 2012* (SA) (**ICAC Act**) and will be obliged to comply with the ICAC Act and the Directions and Guidelines issued pursuant to the ICAC Act.

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6. **Section C – Contract for Purchase of Services**

To Be negotiated with the successful Tenderer/s

DRAFT

7. Section D – Project Brief and Specifications for the Services

Introduction

Adelaide's Western Region local governments (the Alliance) have formed an alliance to drive an economic development strategic focus to manage and support the introduction of a 6 month trial for e-scooters for the coastal area. The Alliance of Councils comprises the Cities of Charles Sturt, Holdfast Bay, Port Adelaide Enfield and West Torrens. These Councils are committed to working collaboratively together on key economic projects to benefit the Western Adelaide communities.

The Alliance also has the following functions under the Local Government Act:

- To plan for the development and future requirements of the area.
- To provide services and facilities for the area.
- To take measures to protect the area from natural and other hazards and to mitigate the effects of such hazards.
- To provide infrastructure for the community and for development within the area.

The Alliance is seeking suitable Suppliers to provide shared e-scooter mobility services under the e-scooter permit each of the four Council's in a confined area along the coast park (shared path) from Outer Harbor to Seacliff including local streets where a path does not exist.

Under Section 222 of the Local Government Act 1999 (SA), e-scooter operators are required to obtain an On- Street Activity permit (Permit) from Council prior to undertaking a business on a public road.

Preferred Supplier

Shortlisted or preferred Supplier(s) may be invited to attend an interview at a nominated location within the Alliance area, to discuss their submission in further detail.

Demonstration

Shortlisted or preferred Supplier(s) will be required to undertake a live demonstration of their e-scooter product, apps and data reporting systems. The demonstration will occur at a nominated time and location (within the Adelaide metropolitan area).

The Supplier/s will need to be able to demonstrate:

- the ability to effectively geofence the e-scooter including:
- the ability to stop an e-scooter when it passes outside of an allowable area
- the ability to reduce the speed of an e-scooter when passing through a geofenced area (speed restricted zone of 5km/h or nominated speed)
- the ability to restrict speed limits to 15km/h to meet the legislated requirements and within selected areas that may be nominated by Council/s.
- the ability to apply preferred parking zones, near field technology, docked or semi-docked systems.

Number of Permits to be issued

The Alliance will issue up to two permits (per Council) to prospective e-scooter Suppliers as part of this RFP.

Commencement Date and Term

The Commencement Date for the e-scooter permit will be xxxx and operate for a period of six (6) months concluding on xxxx(End Date). The Alliance reserve its right to amend, suspend or extend the permit period (Term). A review will be undertaken after 3 months. The supplier should identify how this could look in their tender submission.

Council reserves the right to review the Permit and Permit Term subject to any Legislative Review, and any State Government changes to Legislation, Acts or Regulations.

Council has no obligation to continue the permit period beyond the Term or that any Suppliers will be provided with a permit to operate beyond the period. However, if KPI's are met and there is general support for the continuation then a more permanent arrangement will be strongly considered.

E-scooter fleet and conditions

The successful supplier/s (maximum 2) will be permitted to deploy a maximum of 500 e-scooters (subject to review based on demand) for the duration of the permit. The successful supplier must deploy a minimum of 50 e-scooters within the first two weeks of the Commencement Date. The total number of e-scooters permitted will be determined by the Alliance and based on the performance of the suppliers.

The Alliance has the right to review and amend the maximum number of e-scooters throughout the permit period. The review will include a demand evaluation and will include performance analysis of the Supplier's ability to resolve issues and complaints.

E-scooter geographic area

The e-scooter permit will be geographically limited to the area within the coast park (shared path) and local streets within the Cities of Port Adelaide Enfield, Charles Sturt, West Torrens and Holdfast Bay and is subject to the area approved by the Minister for Transport (the Minister) in the amendment to South Australian regulations and Gazette Notice issued on **xxxxx**.

Further information on the area can be found in the link below. The geographic area is shown in the maps attached to this invitation.

http://governmentgazette.sa.gov.au/sites/default/files/public/documents/gazette/2019/February/2019_008.pdf

The Alliance reserve the right to amend, restrict or change the geographical area at any time provided that the geographic area falls within the Minister approved area.

The permitted geographical area may be amended or changed by the Minister through an approved amendment and Gazette Notice.

Time of charge remaining' to be provided

The time of charge remaining shall be provided either on the app when engaged or on the scooter so that the user is aware of the 'charge' left on the scooter prior to engagement. Each supplier shall indicate how this will be implemented. This is to ensure that there will be adequate charge available for a new user upon engagement for their intended journey.

Go slow areas and exclusion zones

E-scooters will need to speed limited to 5km/h in the following areas:

- 100 metres either side of the Semaphore Jetty
- 50 metres either side of the Largs Bay Jetty
- Henley Square
- Patawalonga Gates to Wigley Reserve Playground (200m)
- Glenelg Surf Club via Foreshore Playground & Glenelg Jetty to Stamford Grand Hotel (350m)
- Glenelg Jetty to Moseley Square tram stop (125m)
- Broadway Kiosk (distance 100m)
- Somerton Surf Club via Minda to Gladstone Road (500m)
- Brighton Jetty, Esplanade Hotel to Bindarra Road (125m)
- Seacliff (100m north Wheatland Street to 50m south Wheatland Street = 150m)
- Seacliff Boat Ramp to Seacliff Surf Club (200m)
- Other areas as required and stipulated in the attached maps

Suppliers will provide their customers with comprehensive information about relevant e-scooter rules and regulations specific to South Australia to ensure responsible riding and public safety when operating and parking the share e-scooters on roads, footpaths, shared use paths and public spaces.

The Coast Park (Shared path) and Local streets will need to be defined by the Supplier by a geofence or similar so that any use outside the defined area will be prohibited by forcing the scooters to come to a slow halt.

Failure by the Supplier to enforce these restricted areas will be considered a breach of permit and may be subject to enforcement actions and suspension or revocation of the e-scooter Supplier's permit. Further information of the enforcement actions is referred to below.

Scooter parking areas

Scooters are to be permitted only in 'permitted parking areas' and should not let the user disengage unless they are in one of these permitted parking areas. Permit Holders are to educate users of preferred or restricted parking zones.

The parking areas and 'go slow' zones will need to be designed 'on ground' along the shared path at the designated locations with 'earthwrap' stencils or similar so that users are aware of these zones/areas. If the trial does not proceed past the 6 month trial period then the suppliers will need to remove these earth wraps at their costs at completion of the trial period.

- When e-scooters are parked near public bike racks, the designated racks should be left available for parking bicycles.
- E-scooters must be setback from entrances, safety exits and street infrastructure such as seating, fire hydrants and tactile indicators for the vision impaired.
- A maximum number of scooters at each parking area will need to be negotiated between the successful supplier and relevant Council.

Performance Monitoring

The Alliance will monitor and evaluate the performance, issues, complaints, demand and supply of e-scooters that operate within the defined areas.

The key measures of the e-scooter permit include:

- Compliance including the suppliers ability to enforce the geographic area restrictions and the Supplier's education campaigns to ensure user behaviour.
- Safety including, complaints, injury (users and non-users) and nuisance. Analysis will be undertaken by collected data from the Supplier, South Australian Police and Emergency Services, the South Australian Government, Hospitals and Medical institutions and Council/s.
- Usage including number of trips and their statistics per supplier, pick-up and drop off locations and demand for e-scooter services. Analysis will also include the number of suppliers and e-scooters provided in the permits.
- Impact on the transport network including mode shift (private motorised vehicle trip avoided), integration with other modes of transport and carbon emissions saved (CO2 emissions from private motorised vehicle trips avoided). Each supplier will be required to undertake a survey of users and provide this data to the Alliance for analysis.

Compliance and Enforcement Actions

The Alliance will monitor and evaluate the performance of the permit holder and will liaise with State Government on any performance issues.

Failure to comply with the Permit and its conditions may constitute a breach of the Local Government Act 1999. Failure to comply with the Permit and its conditions may result in Council/s taking enforcement action against the permit holder. Enforcement action may include the issuing of expiation notices or initiation of prosecution proceedings. Further, failure to comply with the permit and its conditions also may result the permit being altered, suspended until compliance can be achieved, or cancelled.

Specifications

The Supplier/s will ensure:

- Adherence to the directions of the relevant Council/s and relocate any e-scooters that are not suitably parked or may create a nuisance.
- An awareness campaign is undertaken that is not limited to the suppliers mobile phone application to increase awareness of the applicable laws and rules to increase user compliance.
- That e-scooters are to be removed from the public realm within 7 days of the expiry of this Permit.
- That a total Permit Fee of \$8000 (GST excluded) is applicable for this Permit. This fee is invoiced prior to the commencement of the Permit. If the permit is revoked for any reason, relevant fees charged in advance will be reimbursed. The Permit Holder will be notified in writing if there are any changes to the fees for this permit.
- E-scooters are not to be used for the sole purpose of advertising or marketing.
- The number of e-scooters in operation or parked within the boundaries of the Permit is not to exceed the maximum noted on the approved Permit.
- That no less than 90% of the permitted operator's fleet remain in operation throughout the permitted period, unless otherwise agreed in writing by email to the specified contact.
- All e-scooters are to be equipped with a GPS tracker to enable all e-scooters to be located by the Permit Holder at all times, to ensure and monitor balanced and appropriate distribution of e- scooters and enable the identification of e-scooter users in the event of an accident, incident or inappropriate use.
- Monitoring of the location of all e-scooters at all times to avoid nuisance, clutter or congestion caused by its e-scooters, including the ability for the Permit Holder to identify if an e-scooter has been fallen over.
- Provide reports and statistics on availability, usage and complaints for the entire fleet as requested by the specified contact person on a monthly basis and on an ad-hoc basis as requested by the LGA or their delegate for the term of the permit.
- Notification and provision of reports on any known incidents and injuries resulting in hospitalisation or paramedic attendance of a user or third party within 24 hours of the incident time.
- Provision of reports and statistics on known incidents, collisions, near misses and injuries including information about the date, time, contributing factors and severity on a monthly basis and on an ad- hoc basis as requested by Council for the Term of the Permit. Data should be consistent with the metric system used in Australia.
- A customer satisfaction user survey is undertaken within 3 months of the commencement date and to share those survey results with the Alliance Team. Additional user surveys may be requested by Council/s throughout the Permit Term. Each supplier will need to demonstrate how they will undertake this requirement as part of their submission.
- The Permit Holder's e-scooters fleet can only be used within the approved area as outlined in the Minister's approved Gazetted area. E-scooters are prohibited to be outside of the times of 6am to 9pm, outside of the Minister's approved area or in any other area nominated

by Council. Permit Holders must be able to effectively geofence the approved areas to ensure that e-scooters can only be used in the approved areas outlined in this Permit.

- All e-scooters are to be speed restricted to a maximum speed of 15km/h and ensure compliance with all relevant legislation and road traffic requirements.
- All e-scooters are to be legal and safe to operate under Australian laws and regulations.
- Ability to respond to and resolve issues within the following response times:

ISSUE	EXAMPLES (without limitations)	RESPONSE TIME
Dangerously located e-scooters	Hanging from a tree On a median strip	Within 30 minutes
Damaged or abandoned e-scooters	Missing Wheels	Within 24 hours
Inappropriately Located	Parked in private area (car park)	Within 24 hours

The Council may:

- Impound e-scooters if they are not removed within the listed response times. These e-scooters will then be treated as abandoned goods and may be disposed of in line with the provisions of the *Unclaimed Goods Act 1987 (SA)* as deemed fit. Associated costs may be recovered from the Permit Holder.
- Issue penalties for breaches and offences.
- To ensure e-scooters remain in a safe and presentable condition so as not to detract from the amenity of the area in which they are parked.

8. **Section E – Tender Response Schedules**

See separate word attachment for completion

DRAFT

Schedule 1 Tender Form - Formal Offer

I/We (Tenderer) on having read, understood and fully informed myself/ourselves/itself of the contents, requirements and obligations of the Request for Tender, do hereby tender to provide the Services described in the Specifications in accordance with the Contract for the amounts set out in the Tender Return Schedules attached.

The Tenderer:

1. is subject to the terms and conditions set out in the Conditions of Tendering;
2. irrevocably offers to provide the Services on the terms of the Contract and the Specifications which form part of the Tender Documents subject only to the variations set out in Schedule 12;
3. confirms that this Tender has been prepared without any consultation, communication, agreement or other arrangement with any competitor regarding:
 - 3.1 prices or methods, factors or formulae used to calculate prices;
 - 3.2 the intention or decision to submit a Tender, or the terms of the Tender;
 - 3.3 the submission of a Non-Conforming Tender; and
 - 3.4 the quality, quantity, specifications or particulars of the Services; and
4. holds this offer open and capable of acceptance by the Council for a period of 90 days from the closing date.

The undersigned undertakes that if selected as the successful Tenderer, I/we/it will execute and be bound by the Contract in accordance with the Conditions of Tendering.

If the Tenderer is a company, it must execute this Tender as follows:

Executed by [Insert Company name] pursuant to section 127 of the <i>Corporations Act 2001</i>	
..... Signature of Director Signature of Director/Company Secretary (Please delete as applicable)
..... Name of Director (print) Name of Director/Company Secretary (print)
OR	
..... Signature of Sole Director and Sole Company Secretary	
..... Name of Sole Director and Sole Company Secretary (print)	
OR	
Signed for [Insert name of Representative] by an authorised representative in the presence of:	
..... Signature of witness Signature of authorised representative
..... Name of witness (print) Name of authorised representative (print)
 Position of authorised representative (print)

If the Tenderer is an individual, the document must be executed as follows:

Signed by [insert name] in the presence of:	
..... Signature of witness Tenderer
..... Name of witness (print)	

If the Tenderer is a partnership, the Tender must be executed as follows:
Partner 1:

Signed sealed and delivered by [insert name] in the presence of:	
..... Signature of witness Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	

Partner 2:

Signed sealed and delivered by [insert name] in the presence of:	
..... Signature of witness Signature of partner
..... Name of witness (print)	
..... Address of witness (print)	

Schedule 2 Tenderer's Details

1. Name of Tenderer State in full the name(s) of the person(s) or the registered name(s) of the company(s) and trading names. ABN number	
2. Contact person Nominate a contact person for this tender to deal with any questions or queries that may arise.	
3. Registered address	
4. Postal address	
5. Telephone	
6. Fax	
7. Email	
8. Tender conditions Tenderer to sign that it has read and understood this RFT and the Conditions of Tender.	
9. Amendments to Tender Documents Tenderer to indicate the amendments it requests.	

_____ %

Schedule 4 Licences and Accreditation

List details of any licences or accreditations required or relevant to this Tender.

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Schedule 5 Insurance

Provide details of insurance currently held by you and any proposed subcontractor that would be extended to provide cover for work under the Contract.

Insurance type	Policy no	Extent of cover		Expiry date	Name of insurer
		Per incident \$A	In aggregate \$A		
Public and products liability					
Vehicles plant & equipment					
Return to Work(or equivalent) if required by law					
Directors and officers (if applicable)					
Other					

Schedule 6 Work Health & Safety & Risk Management

1. Tenderer Work Health and Safety Management System Questionnaire

1.1	Work Health and Safety policy and management	Yes	No
(a)	Does the Tenderer have a written Work Health and Safety Policy in compliance with the WHS Act (2012)? If yes provide a copy of policy Comments:	<input type="checkbox"/>	<input type="checkbox"/>
(b)	Does the Tenderer have a Work Health and Safety Management System recognised by an independent authority (eg Return to Work SA)? If yes provide details:	<input type="checkbox"/>	<input type="checkbox"/>
(c)	Does the Tenderer have a Work Health and Safety Management System manual or plan? If yes provide a copy of contents page(s) Comments:	<input type="checkbox"/>	<input type="checkbox"/>
(d)	Are work health and safety responsibilities clearly identified for all levels of staff? If yes provide a copy of contents page(s) Comments:	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Safe work practices and procedures		
(a)	Has the Tenderer prepared safe operating procedures or specific safety instructions relevant to its operations? If yes provide a summary listing of procedures or instructions Comments:	<input type="checkbox"/>	<input type="checkbox"/>

.....
(b) Does the Tenderer have any permit to work systems? ☐ ☐

If yes provide a summary listing or permits:

.....
.....

(c) Is there a documented incident investigation procedure? ☐ ☐

If yes provide a copy of a standard incident report form

(d) Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company? ☐ ☐

If yes provide details:

.....
.....

(e) Are there procedures for storing and handling hazardous substances? ☐ ☐

If yes provide details:

.....
.....

(f) Are there procedures for identifying, assessing and controlling risks associated with manual handling? ☐ ☐

If yes provide details:

.....
.....

1.3 Work Health and Safety training

(a) Describe how work health and safety training is conducted in your company:

.....
.....

- (b) Is a record maintained of all training and induction programs undertaken for employees in your company? ☐ ☐

If yes provide examples of work health and safety training records:

.....

.....

1.4 **Work Health and Safety workplace inspection**

- (a) Are regular work health and safety inspections at worksites undertaken? ☐ ☐

If yes provide details:

.....

.....

- (b) Are standard workplace inspection checklists used to conduct work health and safety inspections? ☐ ☐

If yes provide details or examples:

.....

.....

- (c) Is there a procedure by which employees can report hazards at workplaces? ☐ ☐

If yes provide details:

.....

.....

1.5 **Work Health and Safety consultation**

- (a) Is there a work health and safety committee? ☐ ☐
- (b) Are employees involved in decision making over work health and safety matters? ☐ ☐
If yes please provide details:
.....
.....
- (c) Are there employee elected work health and safety representatives? ☐ ☐
Comments:
.....

1.6 **Work Health and Safety performance monitoring**

- (a) Is there a system for recording and analysing work health and safety performance statistics? ☐ ☐
If yes provide details:
.....
.....
- (b) Are employees regularly provided with information on company work health and safety performance? ☐ ☐
If yes provide details:
.....
.....
- (c) Has the company ever been convicted of a work health and safety offence? ☐ ☐
If yes provide details:
.....
.....

1.7 **Safety performance**

(a) Please provide the following information for the last three years

	2009/2010	2010/2011	2011/2012
What was the average number of employees in your organisation?			
What was the approximate number of hours worked?			
How many injuries have occurred to your employees which resulted in a fatality, permanent disability or time lost from work of one day or more?			
What is the Lost Time Injury Frequency Rate?			
What is the total number of full days lost due to injury?			
What is the average days lost per injury?			

Schedule 7 Supplier Overview and Deployment Plan

Company overview

- Each Supplier must provide an overview of the company including which cities in the Australia/New Zealand region they operate in, contact information for local regulatory contact in each city. The cities and countries operated in globally will also need to be provided.
- Each Supplier must to identify how many e-scooters they operate globally and how many e- scooters are in currently operation in the Australia/New Zealand region and how many are in the region but not operating (for example in storage).

E-scooter product

Each Supplier must provide details and descriptions of the e-scooters to be used as part of the Permit. This includes technical information on the e-scooter weight, power rating, dimensions, load ratings, safety features (lights, bells, brakes etc), charging requirements, unique identification, images of branding proposed and version number including any indication of planned upgrades or enhancements over the Term of the Permit. Inspection and Maintenance regimes are to be provided.

Each Supplier must provide details and descriptions outlining that their e-scooters are legal and safe to operate under Australian law including details such as:

- Proposed number of e-scooters to be launched on issuing of the permit/start date and the company's proposed expansion throughout the permit period.
- Predicted daily deployment and removal process, including key deployment locations, parking and number of e-scooters.
- Proposed process for e-scooter recharging.
- Operating timeframes, hours and any restrictions.

E-scooters company information

Each Supplier must provide:

- Public contact phone numbers and email addresses and any other contact methods
- Operating hours of contact centres and the contact centre's operating structure
- Nominated local management and operations teams phone numbers and email addresses
- Company Executive contact information and key Council liaisons.

Schedule 8 Safety and Security

Safety history report (if applicable)

Each Supplier must provide a succinct report on safety history of their current operations in the Australia/New Zealand region. The report shall include:

- Total number of reported and/or observed crashes and collisions
- Total number of reported injuries, categorised by property damage only, minor injury, serious injury and fatalities
- Total number of third-party injuries (i.e. pedestrians) categorised by property damage only, minor injury, serious injury and fatalities
- A summary of the changes to policy, requirements or policies as a result of the above safety incidents.

Supplier's safety policies

Each Supplier must demonstrate their:

- Emergency and incident management, notification, reporting and timeframe policies.
- Communication Strategy including user education programs, policies and practices to encourage user compliance (for example helmet use, drink driving/riding and speed laws), including policies to protect third party safety (i.e. pedestrians), safe riding and parking, minimum age restrictions, training, how the Supplier will educate users on applicable State laws – include each law as separate point to be demonstrated.
- Public education communications about how the Supplier will communicate to the general public about e-scooters, their use, safety and complaint reporting. Please include the languages that this information will be communicated in.
- Methodology to increase awareness of applicable laws and rules to significantly increase compliance of its users, not limited to communication through mobile phone application.
- Policies and practices relating to the issuing of helmets including replacements and timeframes.
- Injury and claims process and handling policies and timeframes.

Suppliers company policies

Each Supplier must provide or demonstrate their:

- Privacy policies including user data security and how the Supplier safeguards user information, including personal, financial and travel information. The Supplier will also need to provide what information is captured from users when using the app and the information required by the user when signing up. This may include contact information, access to cameras, GPS locations, contacts list, social media connectors etc. The Supplier must also demonstrate why this information is required and if this information is used for third party commercial uses
- Inspection, maintenance and servicing methodologies and procedures for the operation of the Supplier's e-scooter fleet
- Pricing model, user fees, deposits or any other financial requirements of users
- Refund and reimbursement policies

- User agreements, terms and conditions and any user indemnity clauses or waivers
- User behaviour management including policies on compliance, poor behaviour, safety and user incidents.

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Schedule 9 Operations and Performance inc Reporting and Data Sharing

Each Supplier must demonstrate:

- The ability to provide geofenced areas or other similar technology to effectively restrict e-scooters from operating or being parked in areas nominated by Council, State Government or Minister, including but not limited to:
 - The areas shown in the attached maps.
 - Outside of the Minister approved geographic area.
 - Or any other area nominated by Council.
- Ability to determine if the geofence has been breached by users and send push notifications to users warning of incorrect use.
- Ability to penalise incorrect use and/or incentivise correct use.
- Ability to restrict speed limits to meet the legislated requirements and within selected areas that may be nominated by the relevant Council.
- Ability to limit the maximum operating speed to 15km/h as per the Minister approved Gazette notice.
- Ability to significantly further reduce speed limits (5km/h) in areas nominated by each Council.
- Ability to provide preferred parking zones or restrict where e-scooters can be parked.
- Technology the Supplier has available or has in development, for docked, semi-docked e- scooter or preferred parking areas, including but not limited to near fields technology.
- Ability to determine if an e-scooter has been appropriately and safely parked.
- Ability to determine if an e-scooter is faulty, damaged or vandalized.
- Ability to determine if an e-scooter has fallen over.
- Methodology for providing helmets for e-scooter users.
- Methodology or ability to affix helmets to each e-scooter, track helmets, or use technology to determine if an e-scooters is without helmets to aid with riders complaining with the requirement to wear a helmet.
- Ability to monitor and act upon reports of litter caused by abandoned, removed, or damaged e-scooters and helmets.
- Methodology on how the Supplier proposes to ensure users comply with all applicable State Laws.

Data sharing agreement

The successful Supplier must agree to provide the Alliance and State Government, either directly or through an approved third-party provider, access to:

- Availability data for their entire e-scooter fleet
- Trip data from their fleet, including historical information, number of hires (broken down by location
- Council region/suburb or other nominated division), pick-up and drop off locations, journey length, time, patterns of use, heat maps, and point-to-point use.
- Carbon emissions reporting (approximate kWh consumption km travelled)
- Collision and injury data
- Complaint data.

Each Supplier must provide reports and statistics to the Alliance and its nominees on a monthly basis or as requested for the term of the Permit.

Each Supplier must notify and provide reports on any known incidents and injuries resulting in hospitalisation or paramedic attendance of a user or third party within 24 hours of the incident time.

Each Supplier must provide reports and statistics on known incidents, collisions, near misses and injuries including information about the date, time, contributing factors and severity on a monthly basis or as requested by the Alliance for the term of the Permit. Data should be consistent with the metric system used in Australia.

Each Supplier must provide a methodology for South Australian Police to obtain information relating to an investigation, incident or enforcement. The Supplier must detail what information can be provided and the proposed timeframes.

Each Supplier will be required to undertake a sample survey of its users within three months of the Commencement Date to determine mode shift, saved carbon emissions, trip integration with other modes of transport and user demographics.

Suppliers must also provide access to any user surveys undertaken. The Alliance may require the Supplier to undertake additional user surveys, at the Supplier's cost, throughout the Permit Term.

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Schedule 10 Conflict of Interest and Industrial Relations Record

- Provide details of any interest, relationship or clients which may or do give rise to a conflict of interest and the issue about which that conflict or potential conflict does or may arise.
- Provide a summary of the Tenderer's industrial relations record over the last five years.

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Schedule 11 Referees

Details of at least three references for similar work and information on the approximate date when work was completed and the approximate value of work undertaken.

Reuse this page if more than three references are provided.

Client Name:

Address:

Contact Name:

Telephone:

Date of Work:

Value of Work:

Client Name:

Address:

Contact Name:

Telephone:

Date of Work:

Value of Work:

Client Name:

Address:

Contact Name:

Telephone:

Date of Work:

Value of Work:

DRAFT

Schedule 12 Statement of Conformity

If the Tender does not comply with all the requirements of the Tender Documents, the Tenderer must list below all areas of non-conformity, partial conformity or alternative offer and the reasons therefore.

The Tender must be read to disregard and render void any area of the Tender which is non-conforming, partially conforming or an alternative offer except to the extent detailed in this Schedule.

If any non-compliance is determined to be unacceptable, the Tender may not be further considered.

NC = Non-conforming

PC = Partially conforming

AO = Alternate offer

[illegible]

Schedule 13 Organisation Structure, Facilities and Resources

1. Organisation structure

Provide details of the staff and the organisation structure proposed to be used for provision of the Services. Details must include but not be limited to:

- Company structure, including size and location of office, organisation structure
- Number of staff proposed to be used and their qualifications and experience
- Details of the award, enterprise agreement, and/or local area workplace agreement, under which staff will be employed, and rates of pay, conditions, or allowances

2. Employees

Provide details

3. Other details (eg specific plant & equipment, vehicles)

4. Facilities

Provide details

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5. **Proposed subcontractors**

Provide details in the Table below the proposed major sub-contractors or other representatives to be employed or engaged by the Tenderer. The Tenderer must specify and define the Services to be provided by sub-contractors.

Subcontractor's name and address	Services to be provided	Item(s)

6. **Contingency arrangements**

Provide details of contingency arrangements should any facilities or sites required to facilitate the Contract become unavailable in the short and long term.

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Schedule 14 Experience

1. Past performance

For how many years has the Tenderer engaged in the type of work required by the Contract?

Has the Tenderer had an appointment terminated on a project in the last five years. If yes please provide brief details.

Has the Tenderer terminated a project in the last five years. If yes please provide brief details.

Has the Tenderer refused to continue providing services under a contract in the last five years unless the terms or payments were changed from those which were originally agreed. If yes please provide brief details.

2. Current contracts

Provide details of current contracts in a local government environment including the range of services provided and the numbers and types of properties serviced.

Other commitments

Provide details of other work commitments expected to continue during the term of the Contract.

Schedule 15 Customer Service Plan

Tenderers must demonstrate their capacity and skill in regard to the provision of customer service. Tenderers must describe what systems they will use and performance levels that will be achieved in the provision of advice and response to enquiries, complaints, and requests for assistance from members of the public. This must include but not be limited to:

- procedures for the handling of all enquiries and complaints;
- staff education programs to ensure highest levels of customer service are attained and maintained;
- indicative performance standards for handling of enquiries and complaints, including specific time scales;
- number and qualifications of staff who will provide this service;
- location/s of enquiry and assistance points where enquiries and complaints will be managed;
- hours of availability of customer service and supervisory staff;
- how the complaints register will be maintained;
- proposed information leaflets, forms and reports that will be used in providing this service

Complaint history report (if applicable)

Each Supplier must provide a succinct report on their complaint history of their current operations in the Australia/New Zealand region. The report shall include the number and type of complaints reported by users, non-users, Councils, Government Agencies or any other sources. The report should include the average time taken to resolve complaints and by type.

Schedule 16 Implementation Schedule

1. Implementation schedule

Tenderers must provide a comprehensive project plan that encompasses all activities required and timelines for each activity from Contract execution to the Contract 'start date'.

2. Transition plan

Tenderers must comprehensively describe their proposals to ensure minimum disruption to service and assistance to customers in adjusting to the new service, during the transition periods at the commencement and also at the termination of the Contract. Such initial transition plan should include timetables for:

- service information leaflets
- notices to users regarding service problems

Schedule 17 Value Added Services

Each Supplier may provide details of any other benefits it can offer to improve the value of its RFP to Council. This may include ideas and systems proposed for improved performance.

Each Supplier is to provide additional details regarding:

- Information on how e-scooters contribute towards public health, community benefit or any other benefit to the Adelaide community as a whole
- Information on the value add to Council as the primary transport design authority in our City
- Information, proposals, methodology or ideas for integrating the Supplier's e-scooter business with Mobility-as-a-Service (MaaS) platforms, end-to-end journey planning and web-based mapping services, the South Australian public transport system or other shared mobility services.

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Schedule 18 Pricing

All prices must be listed exclusive of GST

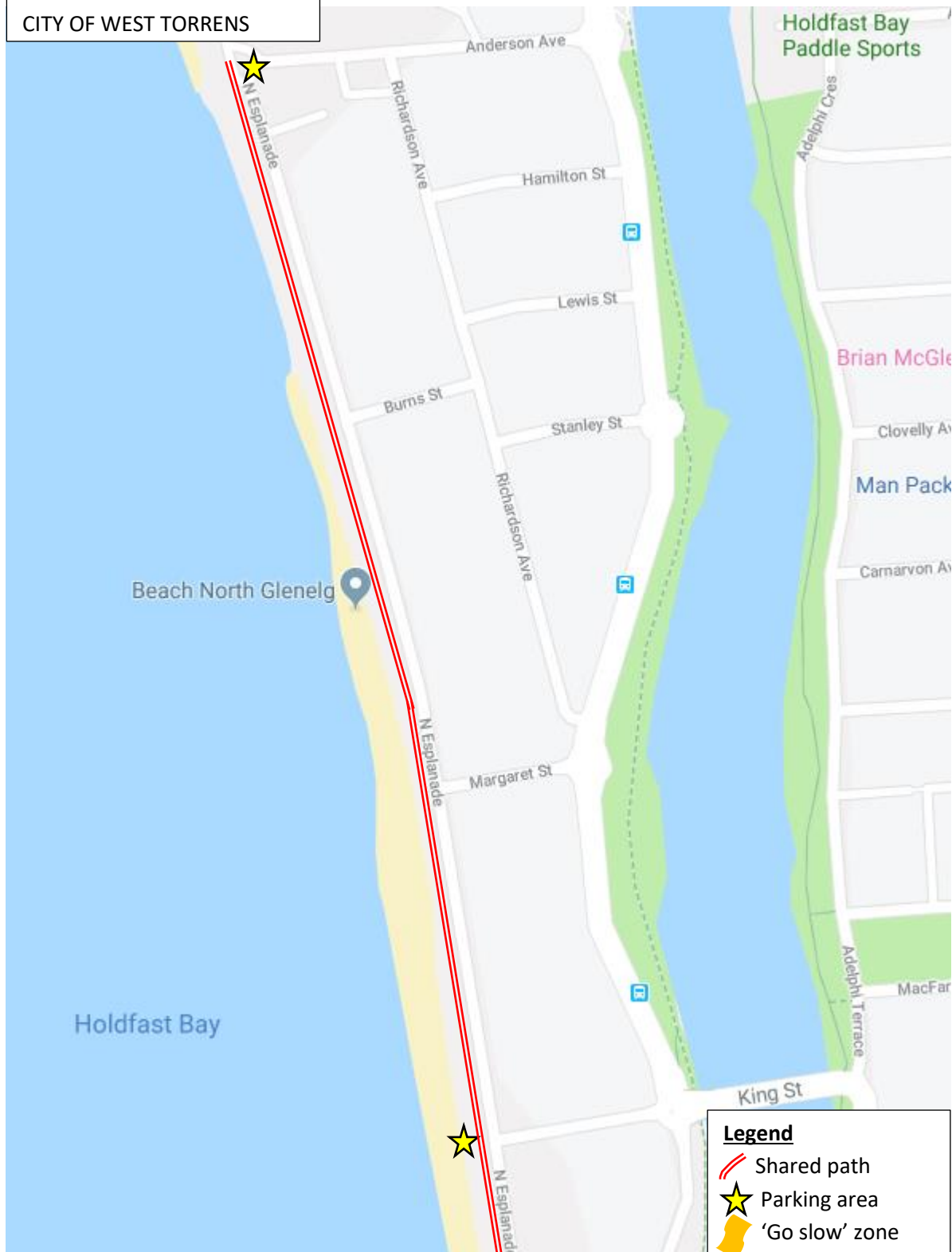
Provide a breakdown of the costs for the Services, and/or breakdown of fixed and variable costs (if applicable).

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Attachment 2

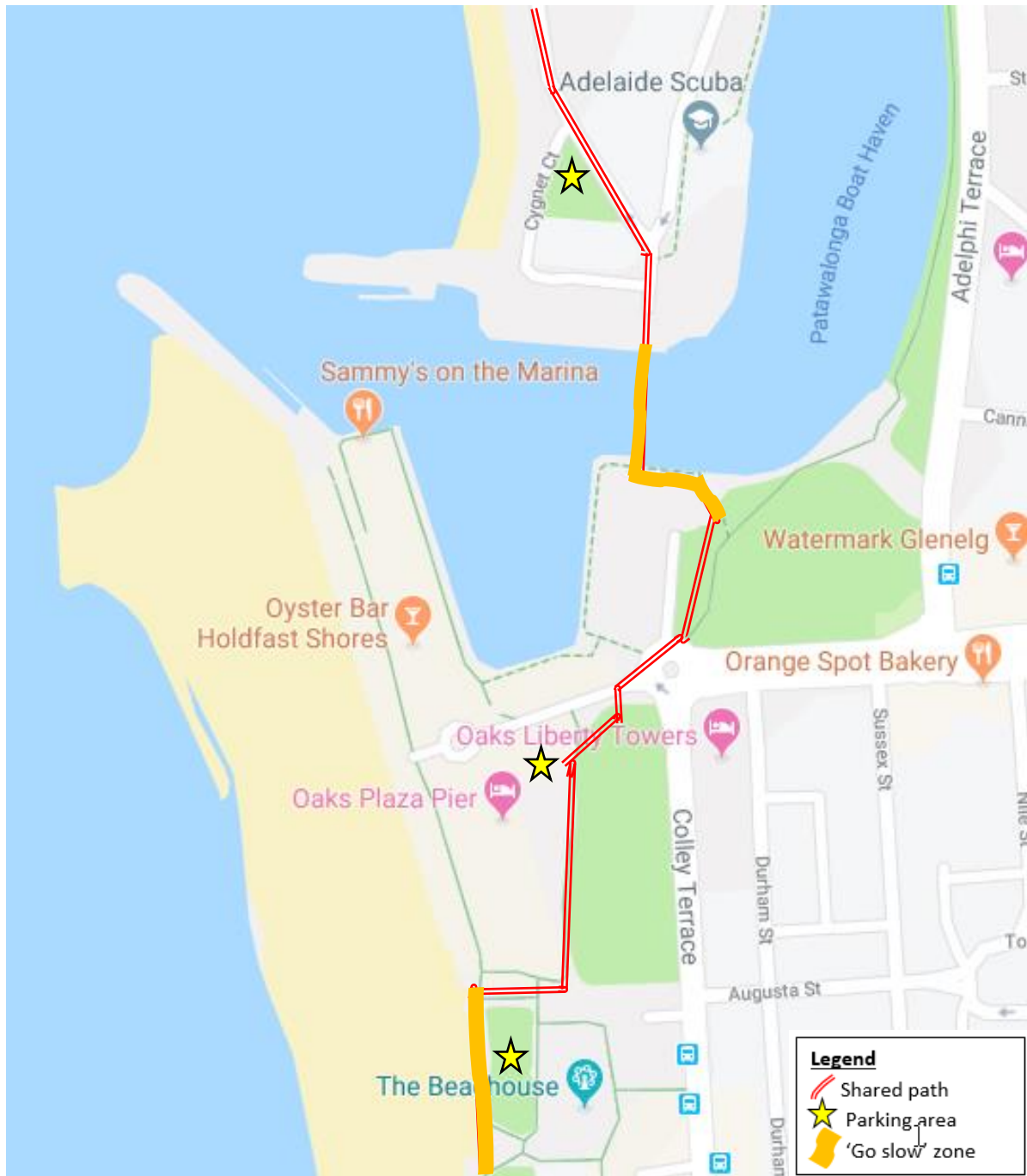


COUNCIL BOUNDARY WITH
CITY OF WEST TORRENS

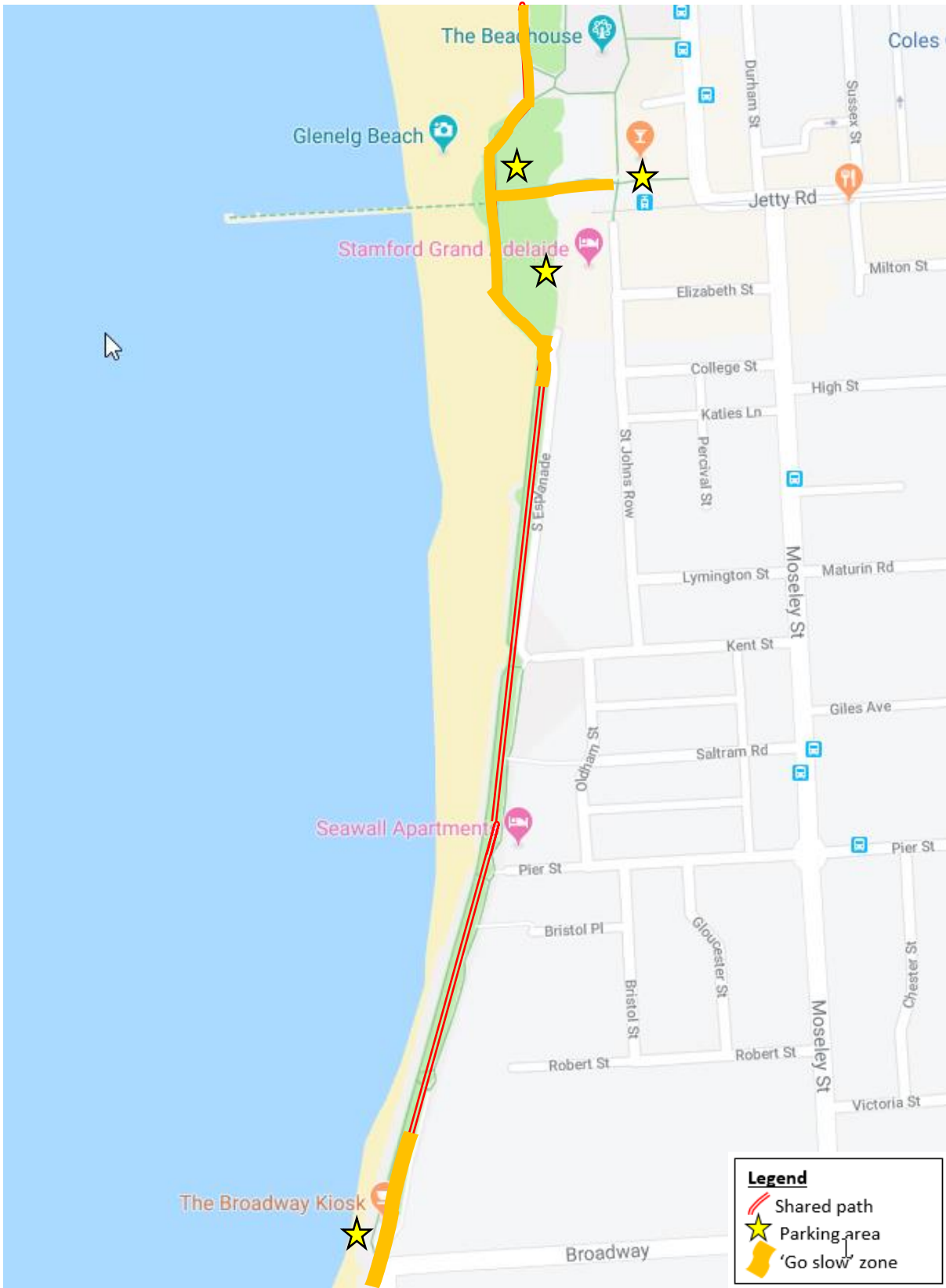


Note: permitted area restricted to 1.0 metre either side of shared path

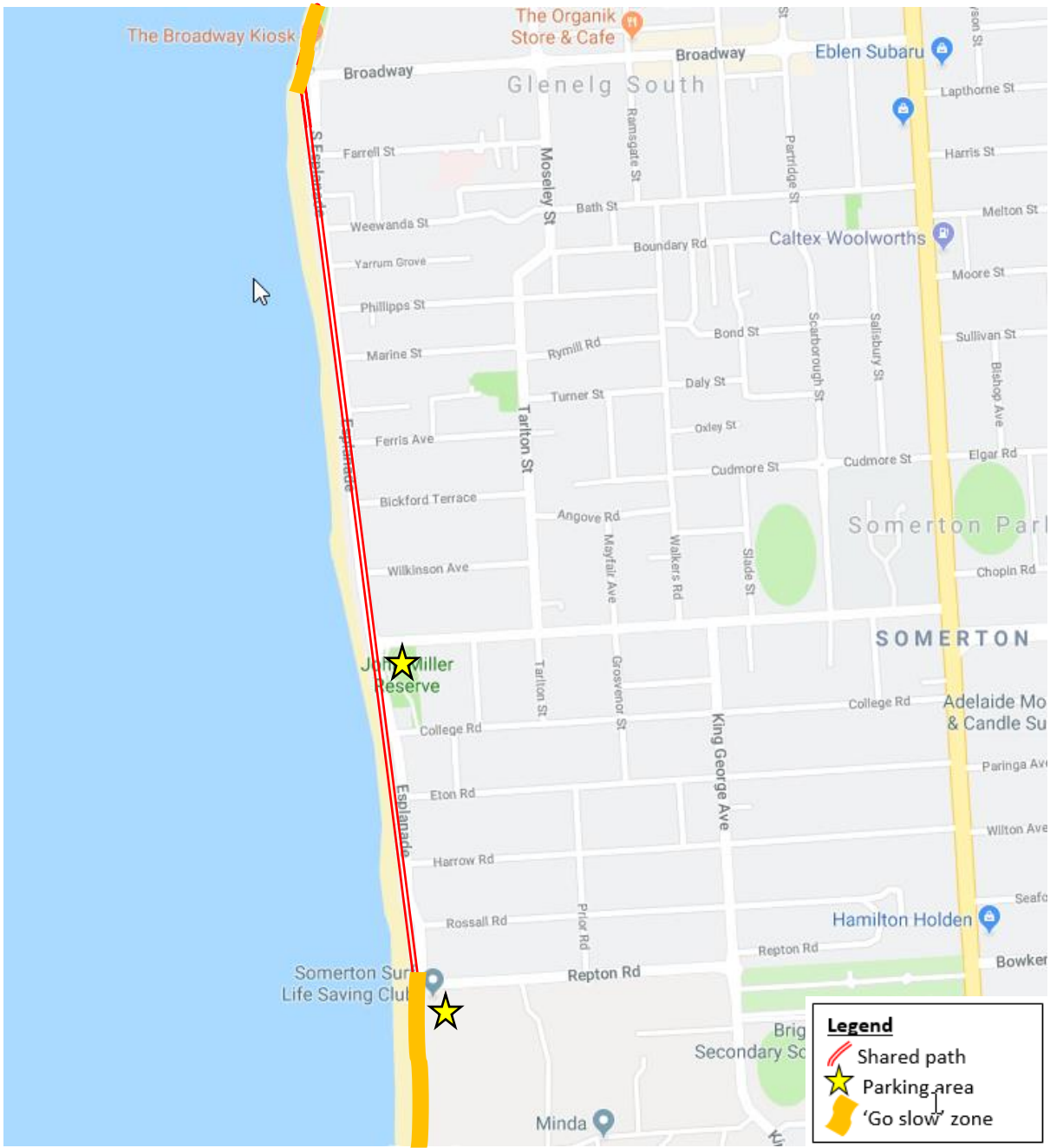
MAP 2



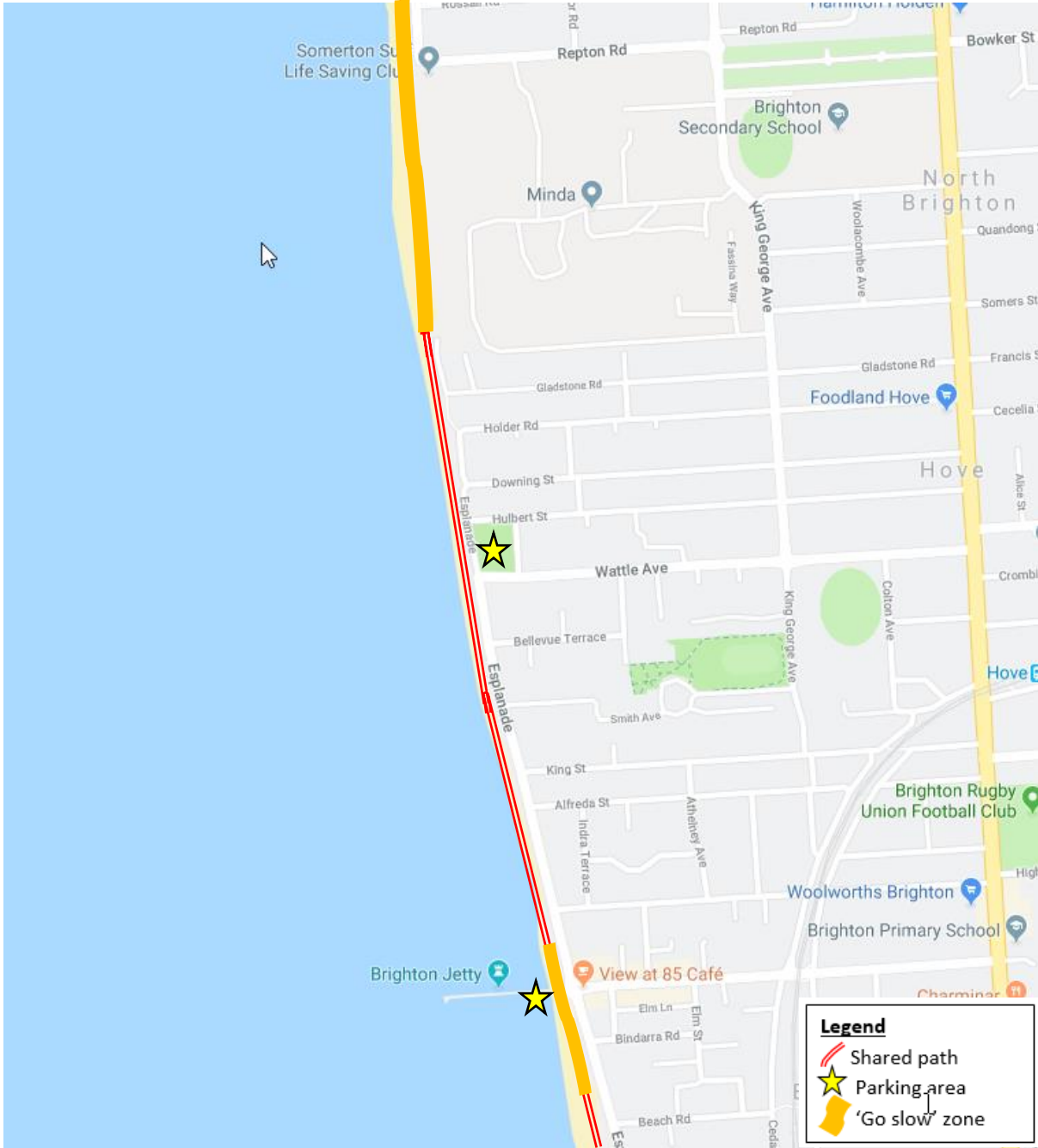
MAP 3



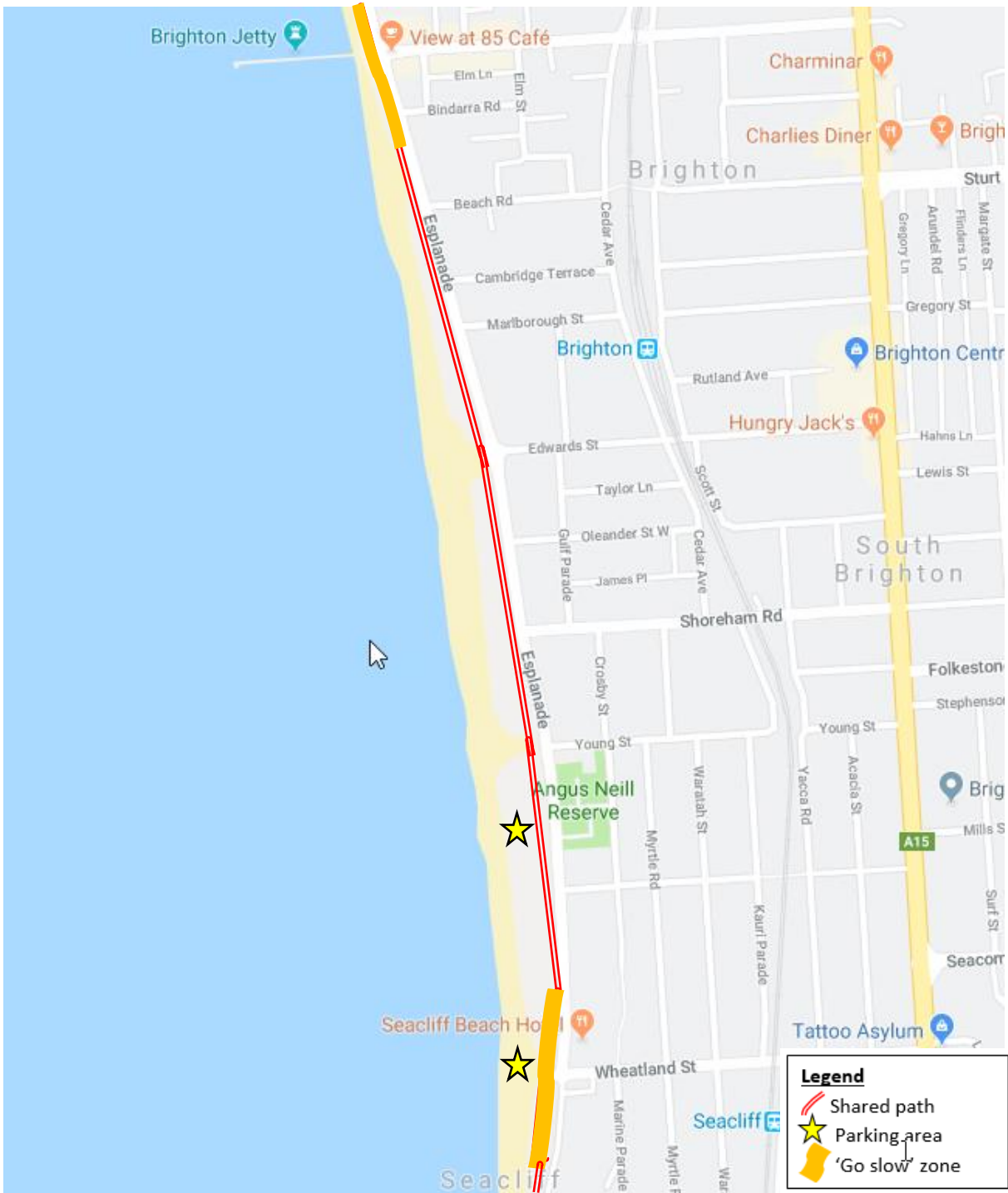
MAP 4



MAP 5



MAP 6



MAP 7



Attachment 3





15 August 2019

Hon Stephan Knoll MP
Minister for Transport, Infrastructure and Local Government
Minister for Planning
GPO Box 1533
ADELAIDE SA 5001

Dear Minister Knoll,

Adelaide's Western Region local governments have formed an alliance to drive an economic development strategic focus to advance the interests of the area. The Western Region Alliance of Councils comprises the Cities of Charles Sturt, Holdfast Bay, Port Adelaide Enfield and West Torrens. These Councils are committed to working collaboratively together on key economic projects to benefit the Western Adelaide communities.

Tourism is a growing economic priority for Western Adelaide, directly employing more than 9,600 people and supporting 4,669 businesses in the region. The Western Adelaide Alliance is committed to optimising tourism opportunities by working with businesses and our communities on the best way forward to improve the destination offerings, and to increase the range, quality and diversity of experiences available.

We write this letter seeking support (subject to formal Council considerations) of a six month trial of legally compliant electric scooters in a confined area along the coast park from Outer Harbour to Seacliff including the granting of the necessary legislative approvals to legally enable such a trial to occur. A ride sharing platform works towards a healthy, creative and connected community; a community which is aware of its impact on the environment. It supports a diverse and resilient local economy and creates lively and safe places to live and visit.

Electric scooters will facilitate engagement with Western Adelaide's culture, coast and iconic attractions encouraging visitors and the community to stay longer and explore different precincts along the coast park.

The Western Adelaide Alliance are working closely with the Local Government Association and Adelaide City Council to coordinate a request for quote to ensure successful operators would be approved through a formal agreement to mitigate any undesirable outcomes, outline responsibilities, operating route, regulations, expectations and key performance indicators.

Please find enclosed a letter from the South Australian Tourism Commission in support of trialling electric scooters along the coastal trails.

The Western Adelaide Alliance look forward to working with State Government to support a sustainable tourism industry that supports local, state and national economies.

Please do not hesitate to call Chris Dunn on 0400 290 233 or email chris.dunn@cityofpae.sa.gov.au to discuss further or to meet to determine the required arrangements to progress further.

Signed by the four CEO's:

Roberto Bria, Chief Executive Officer City of Holdfast Bay

Date: 15/08/19



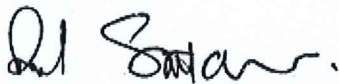
Terry Buss PSM, Chief Executive Officer City of West Torrens

Date: 21/8/2019



Paul Sutton, Chief Executive Officer City of Charles Sturt

Date: 19/08/19



Mark Withers, Chief Executive Officer City of Port Adelaide Enfield

Date: 15/08/19



cc: Scott Swain
Acting Manager, Policy and Strategy
Regulation Directorate
Department of Planning, Transport and Infrastructure

Tuesday, 23 July 2019

Roberto Bria
City of Holdfast Bay
PO Box 19
Brighton, SA 5048

Dear Roberto,

RE: Electric Scooter trial, Western Suburb Alliance

Thank you for bringing to the attention of the South Australian Tourism Commission, the collaborative efforts of the City of Holdfast Bay, City of Port Adelaide Enfield, City of Charles Sturt and City of West Torrens councils regarding the investigation of a 6 month trial of legally compliant electric scooters along the coast between Outer Harbour and Seacliff.

According to the National Visitor Survey, on average Adelaide has had more than 3.7 million overnight visitor, and 4.8 million day trip visitors each year and your initiative is an excellent opportunity to provide sustainable transport options for visitors to the city to explore our coastal trails.

The six month trial of compliant electric scooters as a mode of transport along the coast will provide an additional product development opportunity for the state, and visitors will see this as an excellent tourism experience in the city.

Visitors looking for an opportunity for an independent tourism activity, such as riding an e-scooter along the coast will contribute to the visitor economy in each of the council areas involved.

Yours sincerely



Executive Director
Destination Development

Item No: **14.6**

Subject: **WINTER WONDERLAND 2019 EVENT REPORT**

Date: 24 September 2019

Written By: Team Leader, Events

General Manager: Community Services, Ms M Lock

SUMMARY

The report provides an overview on the results of Winter Wonderland ice skating rink in Moseley Square that took place from 28 June to 22 July 2019 during the school holidays.

The City of Holdfast Bay contributes \$43,576 towards Winter Wonderland, which is jointly funded with Jetty Road Mainstreet Committee.

The City of Holdfast Bay, in conjunction with the Jetty Road Mainstreet Committee, will assess the future direction of the event in the coming months.

RECOMMENDATION

That the Council note this report.

COMMUNITY PLAN

Economy: Supporting and growing local business

Economy: Boosting our visitor economy

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

The Winter Wonderland festival was developed by the Jetty Road Mainstreet Committee (JRMC) in 2014 to help stimulate economic development during off peak visitation and to keep Glenelg front of mind as a destination during winter. 2019 was the fifth year of this activation.

REPORT

The 2019 Winter Wonderland took place from 28 June – 22 July 2019 in Moseley Square, Glenelg, encompassing the three weeks of school holidays in this period. On offer was ice skating (with skating aids available to children) and tobogganing.

The ticketing system was delivered through OZTIX and ticket price remained the same as the 2018 event:

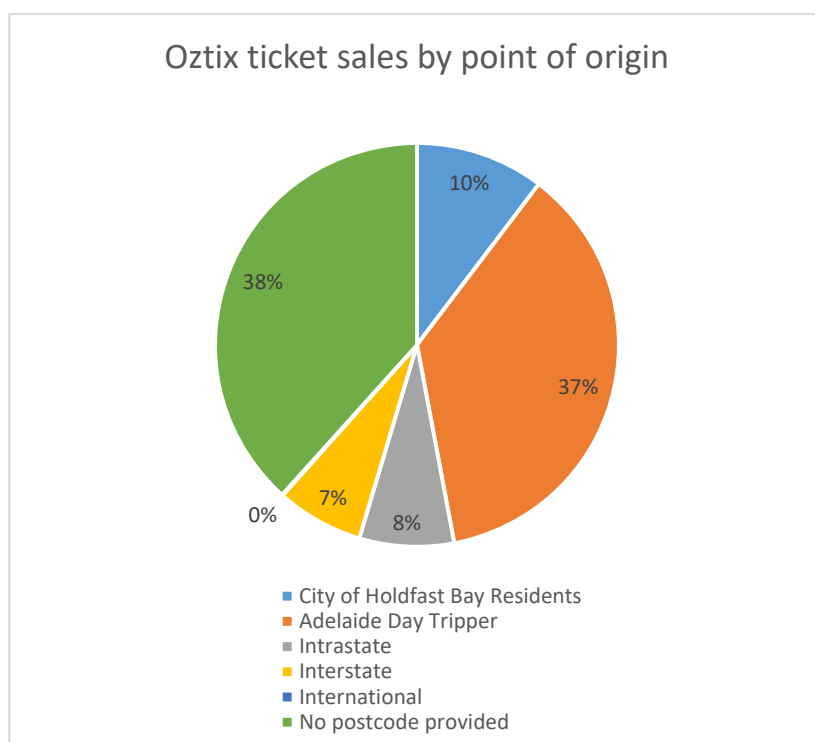
- Adult (15 and above) \$16.50
- Child (2 to 14) \$11.00
- Family (2 adults and 2 children or 1 Adult and 3 Children \$38.50
- *Skating aid (penguins) \$5.00.

As can be seen from the table below the net cost to Council from 2016 – 2018 was reduced, while the economic impact and marketing reach had grown, meeting the Winter Wonderland goal of increasing the number of people visiting Glenelg during the winter months. During 2019 the sales were notably down from previous year's growth and this has resulted in a higher net cost to Council and JRMC.

Financial results – (Excluding JRMC Contribution)

Results	2015	2016	2017	2018	2019
<i>Total Ice Skating Sessions available</i>	46,200 (6 weeks)	32,850 (4 Weeks)	40,579 (3 weeks)	39,163 (3 weeks)	40,800 (3 weeks)
<i>Total Tickets sold</i>	29,000 (including penguins)	22,000 (including penguins)	28,000 (including penguins)	23,310 (including toboggan penguins)	18,182 (including toboggan & penguins)
<i>Total Income from sales</i>	\$218,117	\$174,168	\$191,233	\$210,504	\$159,817
<i>Share of income (50%)</i>	\$109,059	\$87,084	\$97,526	\$105,252	\$79,908
<i>Expenditure (50% share)</i>	\$184,710	\$148,788	\$132,189	\$131,897	\$128,407
<i>Net cost to Council</i>	\$75,651	\$61,704	\$34,663	\$26,645	\$49,628

Through postcode data, Adelaide Day Trippers were the largest market segment attending the event. Data was provided from online and box office sales. The data is a reflection of Oztix customers account information.



In addition to visitation at the event, Council also measures the greater impact of events including media reach and values, and economic impact:

Indicator	2015	2016	2017	2018	2019
<i>Economic Impact</i>	\$1.4 million	\$1,012,000	\$1,046,422	\$3,126,533	\$1,787,088
<i>Media Reach</i>	3,785,204	2,351,516	1,772,744	1,754,865	1,433,764
<i>Free Media Value</i>	\$240,000	\$182,300	\$358,049	\$97,161	\$162,755
<i>Webpage Visits</i>	61,801	37,358	31,484	28,658	18,294
<i>Social Media Reach</i>	31,172 views and 1395 likes and shares	33,779 views and 1310 likes and shares	179,253 views; 1,811 comments and shares.	216.2k reach 8.1k responses	181,725 reach 2.1k responses

Sponsorship

The Jetty Road Development Coordinator achieved \$6,100 revenue from 13 ice rink sponsors, up from \$5,100 the previous year. The Jetty Road Development Coordinator also undertook business development to seek presenting and supporting sponsor partnerships and approached 15 major companies.

Marketing

The 2019/20 Marketing Plan and Winter Wonderland marketing plan included digital content, consumer newsletter, advertising with KIDDO Magazine and an Opening Night Twilight Disco Party event. White Marquee delivered a refreshed brand for the event.

Marketing examples are below:

Digital	Print
Holdfast Bay Website banner	A3 poster
Holdfast Bay website events page	A5 flyer
Instagram image launching event	Jetty Road LOCAL Magazine
Twitter image	Rink signage
Play and Go listing	Winter Warmer decals – info desk
KIDDO MAG	Other
Jetty Road LOCAL Magazine	Events news media release
Google Adwords	e-newsletter traders
Outdoor / Onsite	Jetty Road Consumer News June
Entry statements	Social media
Bin core flutes	Jetty Road Channels – Facebook, Instagram, Youtube
Moseley square banner	GLAM ADL/KIDDO/Bloggers/Play and Go/What's On ADL

Summary

Competition with replica events in Adelaide, events administration believe the event may have reached the end of its lifecycle and a new winter activation targeting children and families for the July school holidays should be considered for 2020.

The events group will undertake post event surveys of attendees to gauge satisfaction in the event and future interest, and the future direction of the event will then be determined in conjunction with the JRMCC.

Tourism Vision

The City of Holdfast Bay is committed to a lively, diverse, safe and accessible tourism destination for visitors and residents alike whilst ensuring sustainability and economic benefits for our immediate community and region.

Four focus areas underpinning the vision to ensure sustainable tourism growth within the City of Holdfast Bay are:

- Driving demand
- Visitor experience
- Tourism innovation and sustainability
- Consultation and partnerships.

It is intended that the proposed service aligns with all four focus areas to facilitate sustainable tourism growth and actively promotes visitor dispersal across the city.

Target Market

High yielding City of Holdfast Bay residents and visitors with an interest in food and drink, specifically women of high disposable income.

- Aged 25 to 45 years.
- Local residents, overnight visitors from regional South Australia and interstate in particular -Victoria and New South Wales.
- Looking for authentic and unique experiences to share with friends.
- Familiar with Australia's music, food and drink scene.
- Use social media such as Facebook and Instagram.

Visitors are defined as residents of Adelaide suburbs and regions outside of the City of Holdfast Bay.

Jetty Road Mainstreet Committee

The event also aligns with Jetty Road Mainstreet Committee Terms of Reference key objectives: To enhance and promote the Precinct as a vibrant shopping, leisure and recreational area with year round appeal to residents and visitors and furthering the economic development of the Precinct.

BUDGET

The 2019/20 budget includes \$43,576 for Winter Wonderland event delivery. Due to the lower ticket sales and increase in expenditure, the budget was overspent by \$6,441.

LIFE CYCLE COSTS

Not applicable

Item No: **14.7**

Subject: **TOURISM PLAN 2020 REVIEW**

Date: 24 September 2019

Written By: Tourism Development Coordinator

General Manager: Community Services, Ms M Lock

SUMMARY

The Holdfast Bay Tourism Plan 2020 was adopted by Council in July 2017 confirming an ongoing commitment of Council, Industry and the Community to see our City go from strength to strength as a Tourism destination.

To ensure the currency and continued relevance of the Tourism Plan, an annual review of the strategies will be undertaken. Given the changing nature of the industry, it is expected that modifications will occur over time to ensure the plan remains relevant, achievable and measurable.

RECOMMENDATION

That Council note the report.

COMMUNITY PLAN

Economy: Boosting our visitor economy

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

The Holdfast Bay Tourism Plan 2020 was adopted by Council in July 2017 confirming an ongoing commitment of Council, Industry and the Community to see our City go from strength to strength as a Tourism destination.

The following review incorporates:

- Progress against the strategies outlined in the Tourism Plan;
- A review of visitor numbers and expenditure;
- Review of responsibilities and resources;
- Consideration of upcoming actions;
- A review of event statistics and media impact; and
- Estimated ROI for Council - for every dollar invested by Council on tourism, marketing and events to what is returned to the local economy.

OBJECTIVES

Success will be measured via visitation and visitor expenditure. The **2020 goal is to increase total visitor numbers by 25% and reach \$335 million in tourism expenditure for the local economy.**

Target 2020: 1.6 million visitors and \$335 million tourism expenditure

KEY DELIVERABLES

- **Destination Marketing Campaign**

Communicate the 'I Want to Stay' destination campaign in relevant media to increase engagement, trust and consideration of Holdfast Bay. Leverage positive sentiment and address negative perceptions. A variety of digital advertising platforms, incorporating a mix of 15 second video and display ads was used. The majority of advertising was scheduled around events and targeted by our most profitable visitors' demographics, location, interests, viewing devices and time of day.

- **Visitor Servicing Strategy**

Recommended ways to improve and standardise visitor servicing, commitment to training and professional development, information provision and familiarisations.

- **Regional Tourism Website**

The marketing of Western Adelaide was the first project by the Western Alliance Tourism Destination Action Plan (TDAP) to create a vision that positioned Western Adelaide as a must-visit inclusion for all visitors to South Australia. Based on search engine research it was determined that branding decided upon was "Adelaide Beaches".

Adelaidebeaches.com.au was developed and launched in February 2018 to raise awareness and promote tourism experiences across Western Adelaide and the online presence of businesses within the region. The website links to key state and national sites through the Australian Tourism Data Warehouse. The website receives 3,000 visitors per month and there are over 1,000 businesses registered from accommodation, attractions, events and restaurants.

- **Product Development**

Every visitor has a positive, memorable time by building the experience base in Holdfast Bay.

- Guided Heritage Walking Tours commenced November 2018 and operated until end of April 2019. We had 95 participants on the Glenelg Walking Tours and 42 participants on the North Brighton Cemetery tours.
- Segway Sensation SA Tours commenced tours February 2019. In the first six months they have received 563 bookings. 39% were residents and 61% outside of Holdfast Bay.
- We had five Cruise Ships on the Glenelg Heritage Tour in the 2018/2019 season with 122 international visitors on these tours.
- Adelaide Ocean Safaris commences operations in September 2019. Daily tours will depart Holdfast Marina offering seafood, produce, wine and wildlife tours.

- **Event Development**

- Beach Activations – specifically aimed at attracting high yielding target market from regional, interstate and international:
 - Beach Concerts
 - Moseley Beach Club
 - Beach Polo.
- Hosting International Events:
 - Tour Down Under Stage Start and recreational ride
 - World Surf Live Saving Championships
 - Commonwealth Baton Relay.
- Leisure Activities:
 - Skyline Ferris Wheel was introduced for the first time attracting 70,000 people over the 8 weeks.

RESULTS

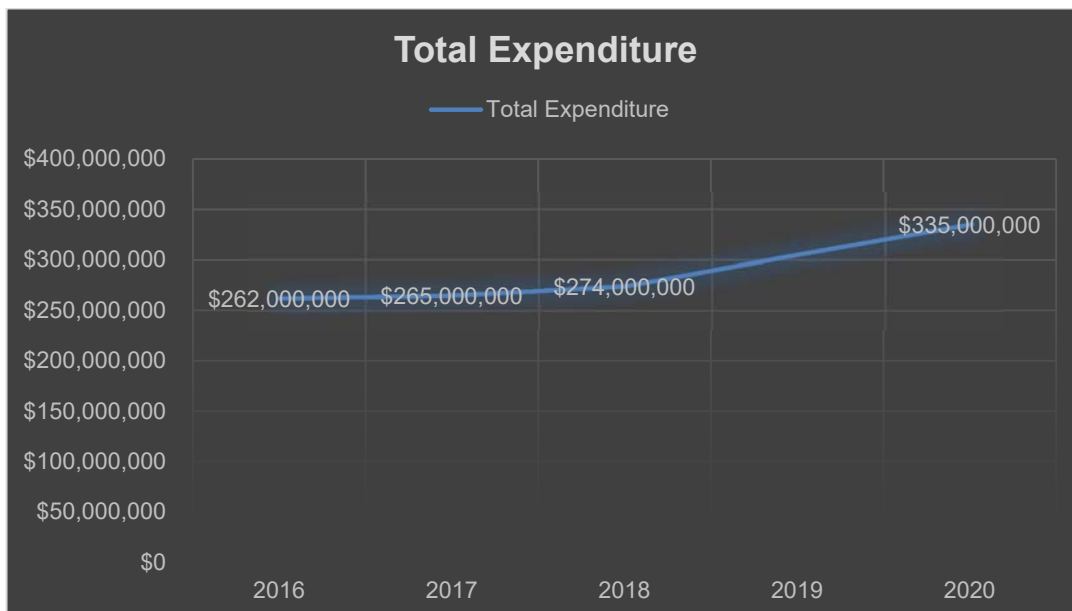
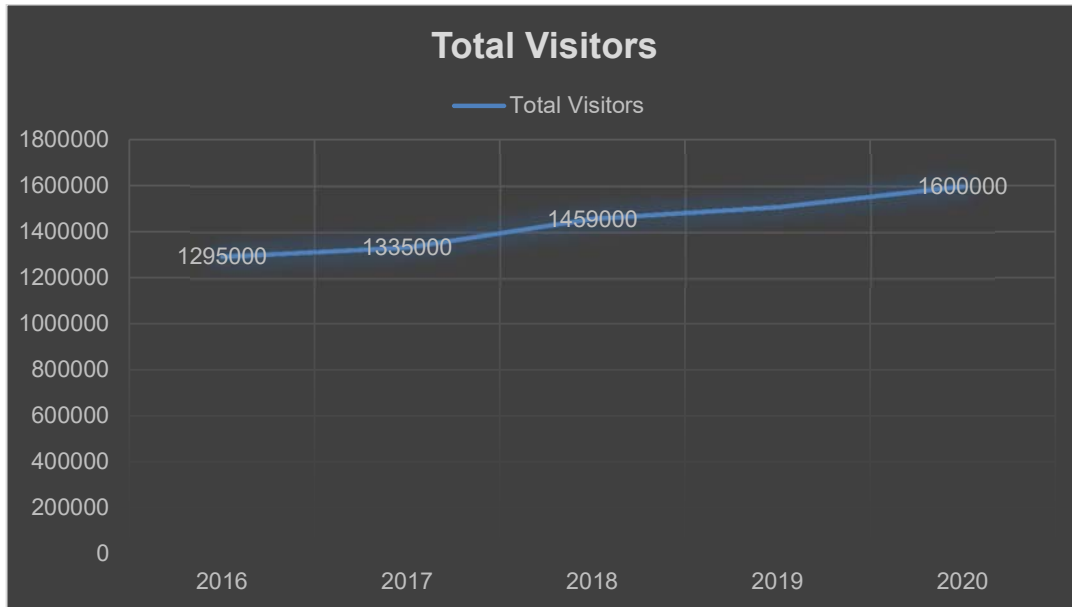
Total Visitor Numbers - 1,335,000 increased to 1,459,000
Tourism Expenditure – \$265 million increased to \$274 million
Tourism Jobs – 1,643 increased to 1,766
Event attendance numbers – 479,691 increased to 620,000

ACHIEVEMENTS

9% increase in Total Visitor Numbers
3% increase in Tourism Expenditure
7% increase in Tourism Jobs
29% increase in event attendance

Tracking

Currently Council are on target to reach the total visitor number goal but are under on reaching the tourism expenditure goal due to a decrease in interstate overnight visitors who stay longer and spend more.



DESTINATION MANAGEMENT RESOURCES

Holdfast Bay Council have a number of staff allocated across departments who deliver ongoing business development and marketing activity. Key actions such as investment attraction, brand management, event development, precinct master planning and funding can utilise existing resources.

Additional resources will be required to deliver specialist projects and consultants may be required to further assess opportunities such as the Glenelg Town Hall redevelopment, indigenous projects, china ready initiatives, economic impact case studies, market research, volunteer training and tour guiding.

UPCOMING ACTIONS

- Tourism Plan 2025 Planning/Market Research – McGregor Tan will conduct extensive quantitative and qualitative market research on business, residents and visitors' needs, perceptions and preferences in particular addressing the interstate overnight visitor decline. The overarching objective of this market research will assist in developing the Tourism Plan 2025.
- Destination Marketing – 'I Want to Stay' Campaign elements will be refreshed with new images, videos and templates.
- Product packaging / travel itineraries developed for Adelaide Beaches website and Conference Market.
- Two new guided heritage walks will be launched in September 2019 – Glenelg Mansions and St Peter's Anglican Church.
- 14 scheduled Cruise ship visits for the 2019/2020 season.
- Product Development currently being explored:
 - floating BBQ's in the Patawalonga River;
 - electric scooter trial along the Coast Park.

BUDGET

Council spent \$1,933,000 in total tourism, marketing and events in 2018/2019.

This investment is divided into resources and activation:

- Resource Investment: \$1,113,000
- Activation Investment: \$820,000

NOTE: CHB current investment makes up 4% of CHB annual turnover of \$48million.

Resource investment includes City of Holdfast Bay salaries and City of Holdfast Bay Depot internal charges for event support. Activation investment includes marketing, communications, advertising and professional services.

Total Tourism Expenditure for Holdfast Bay local economy is \$274million.

ROI: For every \$1 spent by Council \$139.75 was returned back to the local economy.

NOTE: The return on investment formula:

$$\text{ROI} = \frac{(\text{Gain from Investment} - \text{Cost of Investment})}{\text{Cost of Investment}}$$

Item No: **14.8**

Subject: **GLENELG TOWN HALL MUSEUM AND GALLERY UPGRADE**

Date: 24 September 2019

Written By: General Manager Community Services

General Manager: Community Services, Ms M Lock

SUMMARY

The purpose of this report is to provide a brief summary on the Glenelg Town Hall Museum and Gallery Upgrade.

RECOMMENDATION

That Council note this report.

COMMUNITY PLAN

Placemaking: Creating lively and safe places
Community: Celebrating culture and diversity
Community: Fostering an engaged and contributing community
Economy: Supporting and growing local business
Economy: Making it easier to do business
Economy: Boosting our visitor economy

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

In 2011 Council endorsed community consultation on a library redevelopment which included the following facilities: Brighton Library, Glenelg Library and Glenelg Town Hall. As a result a Concept Design Report was prepared by Flightpath in 2012 which provided commercial analysis and preliminary concept designs for the interiors all three buildings. Since that time the project was revisited/assessed by Administration with further research undertaken in conjunction with libraries regarding the merging of libraries services with the Bay Discovery Centre museum and gallery. After several failed attempts to secure funding for the project and recommendations to

reconsider the merging of library services with that the museum and gallery, it was determined in 2017/2018 as part of the Annual Business Plan process to investigate an upgrade of the internal museum and gallery spaces within the Glenelg Town Hall alone, and not proceed with merging of facilities. Through a procurement process Council would seek to secure architectural services to develop new concept plans and indicative design options for interior redevelopment, to align with international museum and gallery standards and incorporate indigenous heritage within the museum/historical narrative.

Throughout the 2017-2018 financial year the Bay Discovery Centre had over 43,000 visitors, approximately 3.3% of the 1,295,000 visitors to Holdfast Bay during the same period. Redevelopment of the Bay Discovery Centre and Ground Floor Gallery would provide an opportunity to engage new audiences and encourage repeat visitation by enhancing the visitor experience whilst in destination. Importantly, Heritage/Cultural Tourism visitors are high yield visitors and a market segment outlined within the Tourism 2020 Plan. Tourism is a fundamental economic driver for Holdfast Bay's local economy, accounting for 14% of the jobs available and tourism expenditure is valued at \$265 million, which contributes to 17% of our total economic activity.

Importantly, designs would need to reflect architectural and historical preservation constraints, whilst also delivering on objectives:

- Increase in visitation;
- Improved amenities and visitor experience;
- Increase visitor length of stay and expenditure;
- Improved accessibility to the City of Holdfast Bay history collection;
- Improved utilisation of building floor plan to accommodate for expanded delivery of programming and exhibitions;
- Improved museum standard at international level;
- A vision for benefactor/stakeholder investment to partner with the City of Holdfast Bay to move project to detailed design and construct project phase;
- Indigenous heritage within the museum/historical narrative; and
- Consideration for architectural and historical preservation constraints.

REPORT

In November 2018 the tender process for the Glenelg Town Hall Museum and Gallery Upgrade was publically released. Tender submissions closed on 10 December 2018, and 11 tenders were received. Following submissions and presentations to the assessment panel and KNCHA stakeholders, Woods Bagot were awarded the contract to move forward with designs.

Woods Bagot are a well-established and respected architectural firm who have worked on major projects such as Adelaide Contemporary and for the City of Holdfast Bay, the Glenelg Jetty Redevelopment.

Key deliverables for Woods Bagot are:

- Concept plans to provide a modernised museum and gallery vision of international standard;

- Designs to accommodate museum standard archival and display exhibits to rationalise existing footprint at Ringwood House;
- Increase accessibility of the City of Holdfast Bay's history collection;
- Increase opportunities to host national art exhibitions;
- Designs to incorporate indigenous heritage within the museum/historical narrative and interior architecture;
- Designs to accommodate for an expanded range of programs and services including an education and retail offering and improved Visitor Information Centre layout;
- Designs to support technological advances to add value to the visitor experience;
- Concept Design final vision, functional and experiential proposal;
- General arrangement sketch plans including; Site Plan, Floor Plan and Roof Plan, 2x key elevations and 3x indicative sections;
- Functional element descriptions and vision;
- Concept building services and structural design;
- Area Schedule;
- Precedent imagery set including computer rendered high resolution images;
- Site Design Imagery Principles;
- Quantity surveyed Costing Report, concept cost plan and cost benefit analysis; and
- Concept Design Report including design intent summary, comparative analysis and options study.

The contract commenced in July 2019 and is aimed to be completed with designs submitted at the end of October 2019.

Woods Bagot will undertake significant stakeholder engagement through the project including consultation with History Trust South Australia, Museums South Australia, Art Gallery of South Australia, Kauria Nation Heritage Association and two workshops with Elected Members. Post engagement with key stakeholders a report will be brought to Council seeking endorsement for community engagement. The first workshop with Elected Members will take place on 24 September 2019.

BUDGET

Event delivery expenditure was contained within the approved 2018/19 Budget. This has been carried forward in Capital Works budget for 2019/20 Budget.

LIFE CYCLE COSTS

Not applicable

Item No: **14.9**

Subject: **BEACHOUSE GLENELG – REMEDIATION FORMER FERRIS WHEEL SITE**

Date: 24 September 2019

Written By: Team Leader Commercial and Leasing

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

In 2008 Council entered a Lease Agreement with Rimhart Nominees Pty Ltd (*“Lessee”*) over a portion of land in Colley Reserve South, in front of the Beachouse, for the purposes of erecting Ferris Wheel amusement ride. Council approved an initial lease period of 5 years, with a subsequent approval to extend the lease by a further 5 years. During the second lease period, the Ferris Wheel ceased to operate and in 2018 Council resolved to refuse any further lease renewal.

The Ferris Wheel was thereafter progressively dismantled and removed from its location in Colley Reserve South. However, the remediation work was not entirely completed and the concrete base, foundation, some cabling and glass fencing have remained.

The lessee has now been requested to complete the remediation of leased area by the end of October 2019. This report presents an alternative option to full removal of the lessee’s remaining Ferris Wheel foundation and glass fencing and seeks Council’s direction on a preferred solution.

RECOMMENDATION

That Council:

- 1. endorse Development of the concrete foundation of the former Ferris Wheel located on Colley Reserve South into a picnic shelter including a shelter structure, new access stairs, picnic tables and lighting for use by the community at an estimated total cost of \$170,000;**
- 2. approve Rimhart undertaking a partial demolition of existing wiring, some concrete items and glass fencing including restoration of surfaces on formally leased area to enable installation of a picnic shelter including fitments;**
- 3. require Rimhart to undertake removal of glass fencing and other appurtenances on their site and undertake improvements to their former leased area to enable the picnic shelter to work functionally and at no cost to council;**

4. **authorise Administration to seek a contribution of no less than \$25,000 from Rimhart Nominees towards the costs of supplying and installing the picnic structure and fitments;**
 5. **release Rimhart Nominees from any further liabilities to remediate the former leased area subject to compliance with the above.**
-

COMMUNITY PLAN

Placemaking: Building character and celebrating history
Community: Providing welcoming and accessible facilities

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

Previous Council decisions

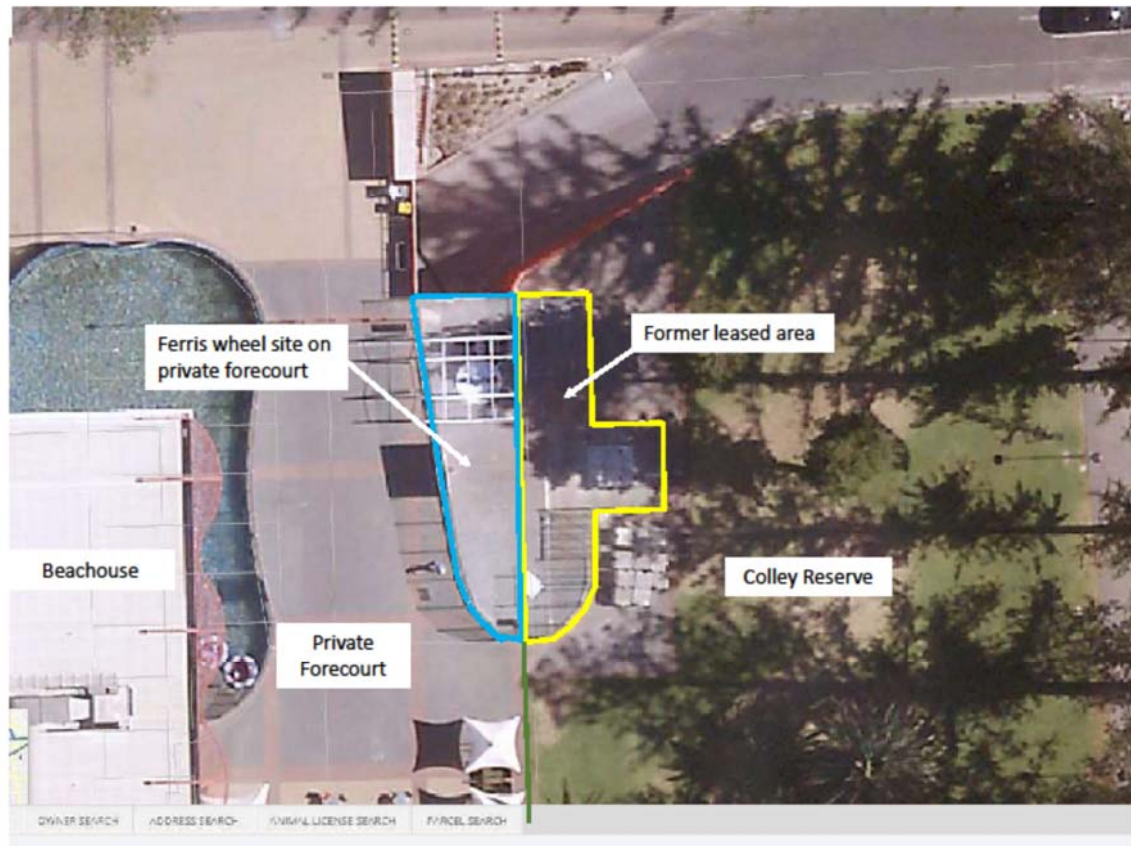
- 26 September 2006 original lease endorsement
- 28 May 2013 first lease renewal Resolution C280513/941
- 10 July 2018, lease refusal Resolution C100718/1216

On 26 September 2006 Council endorsed a Lease Agreement with Rimhart Nominees Pty Ltd ("*Lessee*") over the portion of land in Colley Reserve South for the erection of a Ferris Wheel amusement ride.

The Lease commenced 1 September 2008 for an initial term of five years, but also included two subsequent consecutive five year extensions (each respectively commencing 1 September 2013, and 1 September 2018).

The area leased from Council is shown edged yellow on the Drawing 1 below. The additional area used by Rimhart for the Ferris Wheel operations is shown edged in blue – being on the privately owned forecourt area in front of the Beachouse.

Refer Drawing 1 below

Drawing 1: Site Layout**REPORT****Option 1 – Full demolition and remediation**

On 22 May 2018 prior to the expiration of the Lease, the Lessee indicated their intention to seek renewal of the lease for the third five year period, which was subsequently refused by Council on the basis that the lessee had not fulfilled their obligations under the terms of the lease. The lease subsequently expired on 30 August 2018.

The Ferris Wheel was thereafter progressively dismantled and removed from the location. However, the concrete base, foundation, some cabling and glass panelling have remained. The remaining items are outlined in photos in Attachment 1.

Refer Attachment 1

Administration sent the Lessee a reminder in November 2018 to remove the remaining infrastructure, but no further remediation was undertaken by Rimhart Nominees.

The foundation for the Ferris Wheel arm extends some 10 meters down beside the carpark wall. Removing the underground part of the foundation would appear to involve extravagant costs, and would not deliver any tangible benefits. Full removal may damage or destabilize the carpark's foundations and/or adjoining wall.

If full remediation was to proceed, Administration would suggest that all foundations are removed down to 300mm below natural ground level to provide an opportunity for grass to establish and thrive.

Council would also seek to have Rimhart remediate the area on the private forecourt which is likely to involve removal of excess concrete, wiring, glass fencing and restoration of the final concrete surfaces to provide a smooth and trip free environment.

Option 2: Partial demolition and installation of a shelter on community land

In this option, Council would reuse the bulk of the concrete platform installed for the Ferris Wheel operation to create a flat concrete platform on which to erect a picnic shelter and tables for community use.

The objectives and benefits of the proposed shelter at this location are:

- Activation of an otherwise potentially underused space into a place that enables people to meet up. This project would support community activation, at times of major events but also for individuals and families on an everyday basis.
- Protection against the elements: The new structure would provide shade and rain protection. Wind guards should also be considered as this area of Colley Reserve is fairly exposed.
- The proposal aligns with the Open Space and Public Realm strategy 2018 – 2030 that highlights Colley Reserve as a premier location for events and other gatherings, as well as the need for improvements to amenities including shade.

Rimhart would remove glass panels, metal poles, cables, bolts, and repair drains, etc on the whole site. The area previously used by Rimhart for the Ferris Wheel site (both council and private areas) would be restored with the surface rehabilitated and treated to match and align with the rest of the forecourt area.

On the portion of the site that is Council land, a new picnic shelter with fixed picnic tables would be installed providing an opportunity to increase active use of what would otherwise be returned to a passive grassed area. Some existing glass panels could be retained to provide wind breaks to protect the western edge of the proposed shelter from westerly winds if appropriate.

Administration proposes that Rimhart makes a contribution to the cost of the picnic shelter in lieu of savings from having to remove all the concrete structure and foundations (down to 300mm) from Council's land. A contribution of not less than \$25,000 is suggested as a starting point. Rimhart would also need to undertake the partial demolition works at their cost.

This report seeks Council direction as to whether to pursue a shelter at this location or to arrange for the full demolition and remediation of the lessee's works.

BUDGET

Option 1: Full demolition and remediation

If the site is to be returned to its initial state, the majority of remediation costs are to be borne by the Lessee. We anticipate that this cost is likely to be in the order of \$45-\$55,000 for the Lessee.

Council would incur costs relating to removal of Council installed paving which is expected to be around \$4,000.

Option 2: Partial demolition and new picnic shelter

The costs of partial demolition and making good of the remaining surfaces would be borne by the Rimhart Pty Ltd. The estimated cost is forecast at around \$12,000 and this work could proceed immediately.

The cost of designing, supplying and installing the proposed picnic shelter including additional stairs, safety fencing and lighting is expected to be around \$170,000. This cost would be borne by Council as the facility would be a community facility wholly on Council land. Council's costs would potentially be offset by a contribution of no less than \$25,000 from Rimhart in lieu of costs of full demolition giving a net funding requirement of \$145,000.

The proposed cost of the picnic shelter is not currently funded within the capital works budget and would require a new allocation to proceed.

LIFE CYCLE COSTS

Ongoing maintenance costs will need to be factored in if a shelter is installed.

Attachment 1

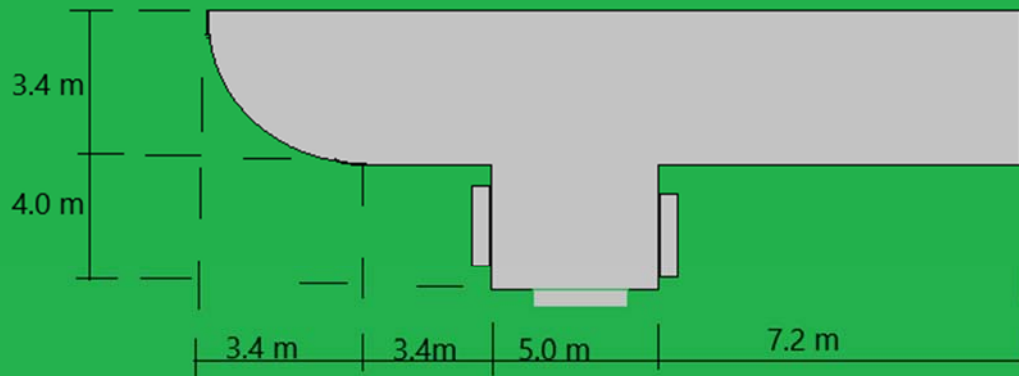


Attachment 1
Former Beachouse Ferris Wheel Site – remaining infrastructure



Shelter Proposal
on former Beachouse Ferris Wheel site

Dimensions



Item No: **14.10**

Subject: **GREENING OUR COMMUNITY GRANTS 2019-20**

Date: 24 September 2019

Written By: Team Leader Environment & Coast

General Manager: City Assets & Services, Mr H Lacy

SUMMARY

Council provides annual funding to enable suitable community based environmental projects to receive grant funding. Known as Greening Our Community Grants, the program has a total budget of \$20,000 available for allocation in 2019/20.

Seven (7) applications were received for Greening Our Community Grants in 2019-20.

Council has previously authorised an Evaluation Committee of three (3), including one Elected Member and two administrative staff, to evaluate applications and recommend selected projects to Council for funding. The Committee reviews each candidate project using six criteria. Five applications are being recommended for funding approval in the 2019/20 grants program.

RECOMMENDATION

1. That Council approve funding for the following five (5) community based environmental projects under the Greening Our Community Grants for 2019-20:

APPLICANT	PROJECT	AMOUNT
Glenelg Primary Schools	Shade STEM Project	\$5,000.00
Glenelg North Community Garden	Rainwater Tanks	\$4,150.45
Seacliff Community Recreation Centre	Install Energy Efficient Blinds	\$3,520.91
McAuley Community School	Develop/run Living Smart course	\$2,200.00
YMCA (on behalf of Holdfast Bay Community Centre)	Develop a community garden	\$5,000.00
	TOTAL	\$19,871.36

2. That the successful and unsuccessful applicants be notified in writing.
-

ENVIRONMENT PILLAR

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

Greening Our Community Grants have been provided to the City of Holdfast Bay community since 2011-12 to help our community contribute to making our city greener. All applicants are required to provide 50% of the total project cost, including an in-kind component. An assessment panel assessed all nine applications that were received against six criteria. Five (5) are recommended for funding.

REPORT

The Greening Our Community Grant round opened on Monday 3 June and closed on Friday 12 July 2019. Seven (7) applications were received. Details of the applications are included in Attachment 1.

Refer Attachment 1

Council has previously authorised an Evaluation Committee of three (3), including one Elected Member and two administrative staff. The Evaluation Committee comprised:

- Councillor Lindop
- Team Leader Environment & Coastal, Ms Alex Gaut
- Manager Field Services, Mr Ross Whitfield.

Total funding requested by all applicants was \$26,300, with the annual grant program allocation for 2019/20 being \$20,000.

Two projects were rejected by the Evaluation Panel, being:

- Brighton Primary School - applied for \$5,000, but the panel determined that the application did not fit the assessment criteria.
- St Leonards Primary School - applied for \$1,000. The application was deemed as ineligible as they had not acquitted a previous Greening Our Community Grant from the previous year, and the budget in the application was not sound.

The Greening Our Community Grant Evaluation Panel recommended the following five applications for funding:

APPLICANT	PROJECT	AMOUNT
Glenelg Primary Schools	Shade STEM Project	\$5,000.00
Glenelg North Community Garden	Rainwater Tanks	\$4,150.45
Seacliff Community Recreation Centre	Energy Efficient Blinds	\$3,520.91
McAuley Community School	Living Smart Course	\$2,200.00
YMCA (on behalf of Holdfast Bay Community Centre)	Community Garden	\$5,000.00
	TOTAL	\$19,871.36

BUDGET

The Greening Our Community Grants are funded in the approved 2019-20 budget.

LIFE CYCLE COSTS

There are no life cycle cost implications for Council.

Attachment 1



Application	Project description
GOC001: Energy efficient blinds	Installation of 6 silverscreen roller blinds in 2 halls.
GOC002: Junior Nature Play space	Develop an existing nature space into a multi-faceted play & learning space incorporating play equipment, sculptures and a climbing wall.
GOC003: Shade STEM project	Purchase and plant mature native trees to add more natural shade in the school.
GOC004: Living Smart Course	Run a Living Smart course for interested members of our community. Living Smart is a multi award winning behaviour change program to reduce environmental impact.
GOC007: Rainwater tanks	Install eight additional rainwater tanks, holding 48,000 L, at Glenelg North Community Centre for the Community Garden.
GOC008: Bringing back butterflies	Creating a butterfly-friendly native garden.
GOC009: CC Community Garden	Establish an accessible community vegetable garden, supporting disability programs and the wider community.

Applicant	Amount requested
Seacliff Community Rec Centre	\$3,520.91
Brighton Primary School	\$5,000.00
Glenelg Primary School	\$5,000.00
McAuley Community Schools	\$2,200.00
Glenelg North Community Garden	\$4,579.20
St Leonards Primary School	\$1,000.00
YMCA	\$5,000.00
TOTAL	\$26,300.11

Item No: **14.11**

Subject: **MONTHLY FINANCIAL REPORT – 31 AUGUST 2019**

Date: 24 September 2019

Written By: Management Accountant

General Manager: Business Services, Ms P Jackson

SUMMARY

Attached are financial reports as at 31 August 2019. They comprise a Funds Statement and a Capital Expenditure Report for Council's municipal activities and Alwyndor Aged Care, and a month by month variance report for Council's municipal activities. The adjusted forecast budget includes the carried forward amount as approved by Council 13 August 2019.

As this report is for the first 2 months, there are no changes to the Alwyndor and Municipal budgets other than the approved carried forwards. The report highlights Council's decisions that will affect the budget and these will be included in the first quarterly budget review report in October.

RECOMMENDATION

That Council receives the financial reports and budget update for the 2 months to 31 August 2019 and notes:

- **no change to the Municipal activities 2019/20 budget forecast other than the approved carried forward budgets;**
 - **no change to the Alwyndor Aged Care 2019/20 budget forecast; and**
 - **that Council approved 2019/20 budget variations will be included in the first budget update as at 30 September 2019.**
-

COMMUNITY PLAN

Culture: Being financially accountable

COUNCIL POLICY

Not applicable.

STATUTORY PROVISIONS

Not applicable.

BACKGROUND

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

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

Refer Attachment 1

REPORT

The majority of the variances to date are due to budget and actuals timing differences over a two month period. A comprehensive budget update will be conducted for the first quarter ending 30 September 2019. The update will be reviewing forecast income and expenditure and will include the following 2019/20 variances previously approved by Council.

Capital Net Expenditure

- \$30,000 – wombat crossing upgrade on Esplanade, Brighton. Total expenditure cost of project is \$128,000 offset by \$98,000 of grant funding from Department of Planning, Transport and Infrastructure (DPTI) (C140519/1478).
- \$5,000 – No Right Turn sign to be installed at corner of Partridge Street and Jetty Road, Glenelg (C280519/1497)
- \$12,800 – drinking fountain and water reticulation system to be installed at Bowker Oval (C090719/1534)
- \$0 – improvements to pedestrian infrastructure at Kibby Avenue. Total expenditure cost of project is \$100,000 offset by 100% grant funding from DPTI (C090719/1542)
- \$1,750 – new dog tidy bag dispensers and compostable bags at various locations – capital element of project (C270819/1596)

Operational Expenditure

- \$30,800 – additional maintenance costs associated with the running of the Kauri Community & Sporting Complex (C230719/1564)
- \$11,700 – new dog tidy bag dispensers and compostable bags at various locations – operational element of project (C270819/1596)

Alwyndor Aged Care

There are no changes to the Alwyndor budget forecast as approved by Council, however as with the Municipal budget, a comprehensive budget update will be conducted for the month ending 30 September 2019.

Attachment 1





City of Holdfast Bay Municipal Funds Statement as at August 2019

2019 - 2020 Original Budget \$'000	Year to Date				2019 - 2020 Adopted Forecast \$'000
	Adopted Forecast \$'000	Actual \$'000	Variance \$'000		
(758)	(218)	(230)		12 Administrative Services	(758)
1,443	137	141		(4) FAG/R2R Grants	1,443
(994)	(282)	(285)		4 Financial Services	(994)
(9,288)	-	-		- Financial Services-Depreciation	(9,288)
(252)	-	-		- Financial Services-Employee Leave Provisions	(252)
(655)	61	62		(1) Financial Services-Interest on Borrowings	(655)
230	-	-		- Financial Services-SRWRA	230
35,317	36,171	36,151		20 General Rates	35,317
(1,509)	(406)	(447)		41 Governance & Risk	(1,509)
(675)	(81)	(109)		27 Human Resources	(675)
(2,965)	(1,162)	(1,202)		41 Strategy & Innovation	(3,040)
(546)	(88)	(98)		11 Business Development	(546)
(955)	(123)	(120)		(3) Community Development	(974)
(352)	(44)	(58)		14 Community Engagement Admin	(352)
(864)	(97)	(69)		(28) Community Events	(864)
(296)	(49)	(53)		4 Community Services Administration	(296)
(186)	(31)	(26)		(5) Community Transport	(186)
(6)	87	80		7 Community Wellbeing	(169)
(620)	(93)	(88)		(5) Customer Service	(620)
-	468	454		15 Jetty Road Mainstreet	(55)
(1,503)	(266)	(280)		15 Library Services	(1,503)
-	55	72		(17) SA HACC	(104)
(339)	(55)	(59)		5 Tourism & Marketing Admin	(339)
(1,862)	(236)	(203)		(32) Asset Management	(1,862)
(1,412)	(224)	(206)		(17) Assets and City Services	(1,412)
49	3	26		(23) Cemeteries	49
715	105	114		(9) City Regulation	715
1,018	8	25		(17) Commercial - Brighton Caravan Park	1,018
(2)	21	6		15 Commercial - Partridge House	(2)
456	81	54		27 Commercial - Recreational Clubs Leases	456
(902)	(106)	(71)		(35) Development Services	(902)
(826)	(60)	(31)		(28) Environmental Services	(834)
(583)	(80)	(110)		30 Infrastructure Maintenance	(627)
(18)	-	(3)		3 Property Maintenance	(18)
(7,519)	(1,053)	(1,094)		41 Public Spaces	(7,519)
(3,921)	(370)	(356)		(14) Waste Management	(3,928)
832	-	-		- Less full cost attribution - % admin costs capitalised	832
252	32,075	31,984	90	=Operating Surplus/(Deficit)	(223)
9,288	-	-		- Depreciation	9,288
22	-	-		- Other Non Cash Items	22
9,310	-	-	-	Plus Non Cash Items in Operating Surplus/(Deficit)	9,310
9,563	32,075	31,984	90	=Funds Generated from Operating Activities	9,087
3,524	1,940	2,122		(182) Amounts Received for New/Upgraded Assets	3,524
357	-	-		- Proceeds from Disposal of Assets	1,396
3,881	1,940	2,122	(182)	Plus Funds Sourced from Capital Activities	4,920
(7,916)	(407)	(230)		(178) Capital Expenditure on Renewal and Replacement	(9,385)
(14,975)	(2,057)	(2,056)		(1) Capital Expenditure on New and Upgraded Assets	(22,259)
(22,891)	(2,464)	(2,286)	(179)	Less Total Capital Expenditure	(31,644)
203	3	-		3 Plus:Repayments of loan principal by sporting groups	203
203	3	-	3	Plus/(less) funds provided (used) by Investing Activities	203
(9,244)	31,553	31,821	(268)	= FUNDING SURPLUS/(REQUIREMENT)	(17,433)
-	2,154	2,154		Funded by	
-	29,353	29,621		- Increase/(Decrease) in Cash & Cash Equivalents	(4,739)
(10,190)	-	-		(268) Non Cash Changes in Net Current Assets	-
947	47	47		- Less: Proceeds from new borrowings	(13,641)
(9,244)	31,553	31,821	(268)	=Funding Application/(Source)	(17,433)



City of Holdfast Bay

Capital Expenditure Summary by Budget Item to August 2019

2019-20 Original Budget \$'000	Year to Date				2019-20 Adopted Forecast \$'000
	Adopted Forecast \$'000	Actual \$'000	Variance \$'000		
(832)	-	-	-	- Full Cost Attribution	(832)
(660)	(81)	(49)	(31)	(31) Information Technology	(660)
-	-	-	-	- Commercial and Economic Enterprises	(27)
(95)	(24)	(26)	2	2 Brighton Library	(95)
(120)	-	-	-	- Community Bus	(120)
-	-	-	-	- Sport and Recreation	(629)
(3)	-	-	-	- Community Loop Bus	(3)
(10)	-	-	-	- Depot and Stores	(10)
(780)	-	-	-	- Machinery Operating	(985)
(1,334)	(120)	(79)	(41)	(41) Road Construction and Re-seal Program	(1,334)
-	-	-	-	- Car Park Construction	(43)
(393)	(5)	(11)	6	6 Footpath Program	(433)
(2,667)	(35)	(51)	16	16 Stormwater Drainage Program	(3,004)
(295)	-	(1)	1	1 Traffic Control Construction Program	(295)
(1,152)	(137)	(60)	(77)	(77) Kerb and Water Table Construction Program	(1,175)
(40)	-	-	-	- Other Transport - Bus Shelters etc.	(55)
(9,908)	(481)	(426)	(55)	(55) Reserve Improvements Program	(12,284)
(1,883)	(47)	(30)	(16)	(16) Land, Buildings and Infrastructure Program	(3,141)
(2,615)	-	(17)	17	17 Streetscape Program	(3,885)
(102)	(1,535)	(1,535)	-	- Foreshore Improvements Program	(2,532)
-	-	-	-	- Caravan Park - General	(101)
(22,891)	(2,464)	(2,286)	(179)	Total	(31,644)



Alwyndor Aged Care Funds Statement as at 31 August 2019

2019-20 Original Budget \$'000	Year to Date				Note
	Original Budget \$'000	Actual YTD \$'000	Variance \$'000		
3,723	646	619	27	User Charges	
10,224	1,743	1,784	(41)	Operating Grants and Subsidies	
424	84	68	16	Investment Income	
3,145	506	615	(109)	Reimbursements	1
1,934	285	404	(120)	Other Income	1
19,450	3,264	3,490	(226)	Operating Revenue	
(14,039)	(2,334)	(2,494)	160	Employee Costs - Salaries & Wages	2
(4,248)	(740)	(890)	151	Materials, contracts and other expenses	3
(70)	(21)	(12)	(9)	Finance Charges	
(907)	(191)	(203)	11	Depreciation	
(19,264)	(3,285)	(3,599)	313	Less Operating Expenditure	
186	(21)	(108)	88	=Operating Surplus/(Deficit)	
907	191	203	(11)	Depreciation	
127	22	19	3	Provisions	
1,034	213	221	(8)	Plus Non Cash Items in Operating Surplus/(Deficit)	
1,220	193	113	80	=Funds Generated from Operating Activities	
(889)	(148)	(17)	(131)	Capital Expenditure on New and Upgraded Assets	4
(889)	(148)	(17)	(131)	Less Total Capital Expenditure	
331	44	96	(51)	= Funding SURPLUS/(REQUIREMENT)	
Funded by					
331	44	96	(51)	Increase/(Decrease) in Cash & Cash Equivalents	
331	44	96	(51)	=Funding Application/(Source)	

**Alwyndor Aged Care – Notes
August 2019**

1 Reimbursements & Other Income – \$228,000 favourable

Reimbursements and Other Income is generated from Consumer Directed Care packages. More packages are in operation than originally budgeted which has resulted in a favourable variance.

2 Employee Costs – \$160,000 unfavourable

Wages are over budget by 6.8% due to an increase in training for staff and an increase in employee hours and Agency hours to assist with accreditation.

3 Materials, Contracts and Other Expenses – \$151,000 unfavourable

Professional Services are over budget by \$92,000 due to the engagement of consultants to review and assist with accreditation. The balance of \$59,000 is due to a combination of timing and Alwyndor experiencing higher running costs than budgeted for this time of year.

4 Capital Expenditure on New and Upgraded Assets – \$131,000 favourable

Capital expenditure is less than budgeted due to the timing of projects.



City of Holdfast Bay Municipal Funds Statement as at August 2019

	July		August		YTD Revised	Actual
	Budget	Actual	Budget	Actual	Budget	YTD
	\$,000	\$,000	\$,000	\$,000	\$,000	\$,000
Administrative Services	(24)	(32)	(194)	(198)	(218)	(230)
FAG/R2R Grants	-	-	137	141	137	141
Financial Services	(32)	(42)	(250)	(243)	(282)	(285)
Financial Services-Interest on Borrowings	64	66	(3)	(4)	61	62
General Rates	36,340	36,483	(169)	(333)	36,171	36,151
Governance & Risk	(259)	(298)	(148)	(149)	(406)	(447)
Human Resources	(3)	(58)	(78)	(51)	(81)	(109)
Strategy & Innovation	(978)	(350)	(185)	(852)	(1,162)	(1,202)
Business Development	(109)	(24)	22	(74)	(88)	(98)
Community Development	(38)	(47)	(85)	(73)	(123)	(120)
Community Engagement Admin	(13)	(35)	(32)	(23)	(44)	(58)
Community Events	(57)	(25)	(40)	(44)	(97)	(69)
Community Services Administration	(16)	(17)	(33)	(35)	(49)	(53)
Community Transport	(11)	(9)	(20)	(17)	(31)	(26)
Community Wellbeing	181	179	(94)	(99)	87	80
Customer Service	(31)	(32)	(62)	(57)	(93)	(88)
Jetty Road Mainstreet	(77)	529	545	(76)	468	454
Library Services	(84)	(98)	(181)	(182)	(266)	(280)
SA HACC	72	57	(17)	15	55	72
Tourism & Marketing Admin	(18)	(23)	(36)	(36)	(55)	(59)
Asset Management	(83)	(72)	(153)	(131)	(236)	(203)
Assets and City Services	(75)	(67)	(148)	(139)	(224)	(206)
Cemeteries	0	13	3	13	3	26
City Regulation	32	7	73	107	105	114
Commercial - Brighton Caravan Park	90	93	(83)	(68)	8	25
Commercial - Partridge House	7	17	14	(10)	21	6
Commercial - Recreational Clubs Leases	37	31	43	23	81	54
Development Services	(36)	(23)	(70)	(47)	(106)	(71)
Environmental Services	(21)	9	(38)	(41)	(60)	(31)
Infrastructure Maintenance	(9)	(25)	(70)	(85)	(80)	(110)
Property Maintenance	-	(3)	-	-	-	(3)
Public Spaces	(425)	(550)	(628)	(544)	(1,053)	(1,094)
Waste Management	(46)	(78)	(325)	(278)	(370)	(356)
Less full cost attribution - % admin costs capitalised	-	-	-	-	-	-
=Operating Surplus/(Deficit)	34,379	35,575	(2,305)	(3,592)	32,075	31,984
Plus Non Cash Items in Operating Surplus/(Deficit)	-	-	-	-	-	-
=Funds Generated from Operating Activities	34,379	35,575	(2,305)	(3,592)	32,075	31,984
Amounts Received for New/Upgraded Assets	40	2,122	1,900	-	1,940	2,122
Plus Funds Sourced from Capital Activities	40	2,122	1,900	-	1,940	2,122
Capital Expenditure on Renewal and Replacement	(163)	(62)	(244)	(167)	(407)	(230)
Capital Expenditure on New and Upgraded Assets	(40)	(1,011)	(2,017)	(1,044)	(2,057)	(2,056)
Less Total Capital Expenditure	(203)	(1,074)	(2,261)	(1,212)	(2,464)	(2,286)
Plus: Repayments of loan principal by sporting groups	-	-	3	-	3	-
Plus/(less) funds provided (used) by Investing Activities	-	-	3	-	3	-
= FUNDING SURPLUS/(REQUIREMENT)	34,216	36,624	(2,663)	(4,804)	31,553	31,821
Funded by						
Increase/(Decrease) in Cash & Cash Equivalents	1,237	1,237	917	917	2,154	2,154
Non Cash Changes in Net Current Assets	32,967	35,374	(3,615)	(5,755)	29,353	29,621
Plus: Principal repayments of borrowings	12	12	34	34	47	47
=Funding Application/(Source)	34,216	36,624	(2,663)	(4,804)	31,553	31,821