

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 10 December 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. SERVICE TO COUNTRY ACKNOWLEDGEMENT

The City of Holdfast Bay would like to acknowledge all personnel who have served in the Australian forces and services, including volunteers, for our country.

4. 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.

5. APOLOGIES

5.1 Apologies Received

5.2 Absent

6. ITEMS PRESENTED TO COUNCIL

7. 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.

8. CONFIRMATION OF MINUTES

Motion

That the minutes of the Ordinary Meeting of Council held on 26 November 2019 be taken as read and confirmed.

Moved Councillor _____, Seconded Councillor _____

Carried

9. PUBLIC PRESENTATIONS

9.1 **Petitions - Nil**

9.2 **Presentations** - Nil

9.3 **Deputations** - Nil

10. QUESTIONS BY MEMBERS

10.1 **Without Notice** - Nil

10.2 **On Notice** - Nil

11. MEMBER'S ACTIVITY REPORTS

11.1 Members Activity Report (Report No: 464/19)

12. MOTIONS ON NOTICE - Nil

13. ADJOURNED MATTERS - Nil

14. REPORTS OF MANAGEMENT COMMITTEES AND SUBSIDIARIES - Nil

15. REPORTS BY OFFICERS

15.1 Items in Brief (Report No: 458/19)

15.2 Broadway Kiosk - Variation to Lease and Liquor Licence (Report No: 449/19)

15.3 Brighton Sports and Social Club – Loan Application (Report No: 461/19)

15.4 Local Area Traffic Management Study – King Street and King George Avenue – Proposed Trial (Report No: 462/19)

15.5 Glenelg District Cricket Club Practice Net Upgrade (Report No: 463/19)

15.6 Brighton Oval Lease Agreements (Report No: 460/19)

15.7 Review of Items Held in Confidence (Report No: 466/19)

16. 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.

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

18. CONFIDENTIAL ITEMS**18.1 Material Recovery Facility (MRF) (Report No: 459/19)**

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:

- d. Commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and would, on balance, be contrary to the public interest.

18.2 Final Designs – Chapel Street Plaza & Hindmarsh Lane (Report No: 457/19)

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.

18.3 Internal Review of Council Decision (s.270)– E-Scooter Trial (Report No: 465/19)

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:

- i. Information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council.

19. CLOSURE

**ROBERTO BRIA
CHIEF EXECUTIVE OFFICER**

Item No: **11.1**

Subject: **MEMBERS ACTIVITY REPORTS**

Date: 10 December 2019

SUMMARY

These activity reports are presented for the information of Members.

After noting the report any items of interest can be discussed, if required with the leave of the meeting.

RECOMMENDATION

That the following activity report from Councillor Lindop be noted.

REPORT

1. Councillor Lindop

Date	Activity
02/07/19	Council Workshop
03/07/19	Burnham Road Planting with Environment Team
03/07/19	Attended Integrated Transport Strategy Community Workshop at Glenelg Community Center
05/07/19	Attended Tutti Arts "Colour My World" Concert at Brighton
06/07/19	Summertown Studio Yoga in Hove
06/07/19	Brighton Lacross Ladies Day
08/07/19	Council Meeting to review CEO at Civic Center Jetty Rd Brighton
09/07/19	Council Meeting
12/07/19	Community Volunteer Awards for David Spiers and Corey Wingard
13/07/19	Volunteer Seacliff Esplanade Parkrun
15/07/19	Attending the opening of the SA Youth Parliament
17/07/19	Pine Gully – worked with Volunteers to plant along the Kingston Crescent side
18/07/19	Yoga Class with Anne Morgenstern at the Brighton Masonic Center

18/07/19	Public Meeting Forum with Council Administration and 5049 at Seacliff Yacht Club
21/07/19	Attended Pt Adelaide v Glenelg at Alberton Oval
22/07/19	Met with Cr Annette Bradshaw at Resident home in Roberts Street, Brighton in regard to Fence Complaint
23/07/19	Council Meeting
26/07/19	Sport and active communities forum and workshop at SASI
27/07/19	Glenelg Tigers Ladies Day before the game guest speaker (and shocking coin toss!)
05/08/19	SRWRA Board Meeting
09/08/19	Attended Glenelg Tigers Gala Ball
12/08/19	Worked with Volunteers to plant along Burnham Rd area Kingston Park
12/08/19	Met with Alex Gaut at Deppo regarding Environment Grants
13/08/19	Meeting with Marnie Loch and Event Team to plan for Melbourne Cup event
13/08/19	Council Meeting
16/08/19	Meeting with Derek Stamoulis regarding Customer Service
17/08/19	Brighton Seacliff Yacht Club- helped the Club with some plantings
18/08/19	Kingston House Devonshire Tea with Cr Annette Bradshaw and Pam Jackson Friends of Kingston House AGM
19/08/19	Friends of Holdfast Bay Library Services AGM
20/08/19	Met with Roberto Bria and Howard Lacy and Environment Team to discuss waste management concerns
20/08/19	Council Workshop
22/08/19	Murray Darling Association Board Meeting
24/08/19	Brighton Bombers Council Function- last home game with the Grandstand
25/08/19	Glenelg Rotary Club- Cold Plunge participant- fabulous event
27/08/19	Council Meeting
6/09/19	Met with Alex Gaut and Tress for Life Representative regarding community project
6/09/19	Met with Cr Abley at the Mediterranean Cafe
09/09/19	Met With Cr Annette Bradshaw to observe School Traffic. Tour through Brighton and checked out "Bait Machine" Coffee in Café View at 85 with Cr Smedley joining us.
10/09/19	Council Meeting
11/09/19	First Aid Course for the City of Holdfast Bay Volunteers
12/09/19	SA Planning Commission- attended update and briefing on the State Planning Commission planning reforms with Cr Abley and Cr Snewin
14/09/19	Dover Square Tennis Club- Working Bee to help with planting
16/09/19	Social Media Training- collaborative workshop
17/09/19	Council Workshop
20/09/19	Attended "Chef-Outta-Water" Dinner at Sammys on the Marina
22/09/19	Glenelg v Pt Adelaide Grand Final! Go Bays!
24/09/19	Council Meeting
25/09/19	Meeting with Sally Heading- pre-Event Briefing Melbourne Cup Function

26/09/19	Melbourne Cup Function at GU Film House- Host Q&A with the Melbourne Cup Tour Ambassadors and screening of Ride Like A Girl Photos with the Cup Glenelg foreshore
29/09/19	Attended Seacliff Community Produce Swap (morning)
29/09/19	Luncheon for the Craig Baker Memorial Trust at the Brighton Seacliff Yacht Club
01/10/19	Council Workshop
08/10/19	Council Meeting
09/10/19	Volunteers- weeding Sand Dunes in Seacliff
12/10/19	Seacliff Surf Life Saving Club Open Season
12/10/19	Brighton & Seacliff Yacht Club 100 th Year Season Open Celebrations
13/10/19	Attended Lunch n Story group at Glenelg Community Center
16/10/19	Angus Neil Reserve- Meeting with Cr Bradshaw, Rajiv, and Damian
19/10/19	Open Garage Shoreham Road Brighton
20/10/19	Minda Coast Park Opening
22/10/19	Council Meeting & Workshop
26/10/19	Attended North Brighton Community Garden Open Day
27/10/2019	Attended Seacliff Community Produce Swap Meet crn Wheatland Ave & Kauri Pde
28/10/2019	Attended Holdfast Bay Residents Alliance Meeting
29/10/2019	Council Meeting & Workshop
30/10/19	Attended Local Government AGM Adelaide Oval
31/10/19	Attended Local Government AGM Adelaide Oval
31/10/2019	Attended Australian Local Government Women's Association AGM , Adelaide
1/11/19	Meeting at Kingston Room with Administration and 5049 group
4/11/19	SRWRA Board Meeting
8/11/19	Meeting with Marnie and Sally at City of Holdfast Bay Administration
11/11/19	Veteran's Shed for Remembrance Day
11/11/19	Coffee catch up with Cr John Smedley
16/11/19	Sustainable Living Markets at Angus Neil Reserve
18/11/19	Attended Susan Grace Benny Celebration at Ringwood House Garden Area
19/11/19	Council Workshop
21/11/19	Murray River Darling Meeting -Mitcham Council
22/11/19	Meeting with Pam Jackson City of Holdfast Bay Administration Building
25/11/19	Meeting with residents Marlborough St re fencing dispute with Neighbours
26/11/19	Council Meeting and Workshop
27/11/19	Attended 5049 Community Forum – Boundary Forum
30/11/19	Meeting with community residents from 5049 to discuss Agenda for next meeting
3/12/19	Council workshop
4/12/19	Volunteer thank you breakfast GU Filmhouse
5/12/19	Friends of Library 25 th Anniversary Celebration
6/12/19	5049 meeting with Administration staff
7/12/19	Attended Minda Christmas Markets
9/12/19	Kaurna Nation Exhibition – Bay Discovery Center

10/12/19	Council Meeting and Workshop
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Item No: **15.1**

Subject: **ITEMS IN BRIEF**

Date: 10 December 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. **Award for Climate Ready Communities Program**
 2. **e-Scooter Update**
 3. **Update Brighton Oval Redevelopment**
 4. **Partridge Street Carpark (Eastern Exit Lane) Damage**
 5. **2019 Glenelg Christmas Pageant**
 6. **Murray Darling Association Update**
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COMMUNITY PLAN

Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

REPORT

1. **Award for Climate Ready Communities Program**

We are delighted to announce that the Climate Ready Communities program won the State community award in this year's Resilient Australia Awards. The program is

a collaboration between Resilient South and the Red Cross and aimed to empower and equip communities to understand the impact of a changing climate, and what they can do to build resilience and adapt. The award is for the pilot stage of the project which ran from June 2017 to June 2019. There have been some fantastic outcomes from the program with 62 people attending the training and then speaking to an average of 91 people each about climate preparedness. The total estimate reach so far is around 5,600 people. Resilient South has continued to fund the program in 2019 to 2020 and is now being delivered to Southern region Councils including Cities of Mitcham, Holdfast Bay, Marion and Onkaparinga.

This award acknowledges our commitment and work to raise awareness of climate change and most importantly, better prepare our community for the challenges ahead.

The award will be presented to Resilient South and Red Cross representatives on 6 December 2019 by the Hon Minister for Emergency Services, Corey Wingard at the 'Zone Emergency Management Symposium'.

2. **e-Scooter Update**

Following the endorsed resolution C240919/1619 at the 24 September 2019 Council meeting, the Local Government Association (LGA) in October 2019 held an open tender for interested companies in establishing a six month trial for Electric Scooter mobility services (e-scooters) along the coast with the Cities of Charles Sturt, West Torrens and Holdfast Councils (Western Alliance Councils), a distance of 30km. It was intended that this trial operate from November 2019 until May 2020. However, the trial is not permitted to occur unless State Government approval is granted via gazettal of the corridor, which at the time of writing has not occurred.

Even though the certainty of timing and the State Government approval is unknown, the Western Alliance Councils will develop Section 222 agreements with the two preferred proponents so that when (or if) the approval is granted the Councils are able to move swiftly in engaging the preferred proponents for the trial. As a result of the tender process it became clear of the requirements for a successful trial and slightly altered conditions have been placed on the terms and conditions of use:

- The speed to be reduced to 8km/h in 'go slow' zones (previously was 5km/h but that was considered too slow once tested);
- Users be restricted to aged 16 and above (subject to State Government approval); previously it was reported those aged 12 and above could be supported to ride the scooters but given insurance requirements of the two proponents, this cannot be permitted (Adelaide City Council restrictions are 18 and above); and
- Each e-scooter would be charged via 'battery swapping' rather than the entire scooter being taken away;

The four (4) proponents who submitted a proposal were each invited to demonstrate their relative ability, a demonstration of their product and what they could offer for the trial. As a result of the submission, demonstration and reference check, two (2) proponents were selected for the trial as were evaluated by

representatives of the Western Alliance Councils and the LGA (who ran the procurement process).

The two (2) preferred proponents are:

- **Neuron:** Currently operating in Bangkok, Darwin, Brisbane, Singapore, Chiang Mai and Cyberjaya; and
- **Ride:** Currently operating in Adelaide and are a local business.

A formal review including a customer satisfaction user survey will be undertaken three months into the trial (by the successful proponents). Council officers will evaluate public benefits, positive environmental impacts against any risks associated with e-scooters. Council officers will undertake further engagement with both e-scooter users and the community within the last 30 days of the six month trial.

3. **Update Brighton Oval Redevelopment**

- A report on Stage 2 (masterplan and civil works) was discussed at the Council meeting on 12 November 2019. Last update on the Stage 1 of Brighton Oval redevelopment covered till mid-October 2019. This report covers from mid-October to late November 2019.
- Construction program is on track to complete the Rugby building in mid-January 2020, Lacrosse building in late April 2020, and the Football and Cricket in early June 2020:
 - The internal fittings of Rugby building is currently being completed and the externals including painting and signage will be completed next month;
 - Lacrosse building has the tilt up panels erected and the roofing will be completed in the coming weeks; and
 - Football and Cricket building foundation is being completed in the next two weeks.
- Clubs will be undertaking the installation of kitchen, bar and cool rooms. It is expected that the funding allocated to this work will be passed on to clubs in the coming weeks.
- The cost and the location of the fire hydrant connection will depend on the water supply pressure available at Highet Ave. we are working with SA Water to resolve this in our favour. Other minor construction issues such as the finish details are being resolved.
- SA Power Network (SAPN), has installed the transformer at the back of the new Football and Cricket building. Although the horizontal drilling underneath the Croquet playing ground went well, the floor level of the transformer is 110 mm less than we required. This will be managed through landscaping.

- The main switch board (power supply control for the whole oval) will be installed next to the transformer in mid-December.
- Lacrosse lighting proposal is going through the final development approval process. Public notification and then the approval is expected to be achieved by mid-January. Tenders will be called for installation in January.
- Tenders have been called for the upgrade of Rugby car park, half basketball court, landscape car park lighting, etc (referred to as Stage 2A works). It is expected that this work will commence in early February and completed in April 2020. Detailed design for the remainder of the civil works are being developed and tenders called in February 2020.
- Budget for Stage 1 (buildings) and Stage 2 (civil works) are tight especially in the areas of service (including power) connections.
- A website, www.brightonoval.com.au, provides project progress for the community.

4. **Partridge Street Carpark (Eastern Exit Lane) Damage**

On Monday 25 November 2019 a truck damaged part of the exit station at Partridge Street carpark (Eastern side). As a customer, everything will seem normal except for the black tape on one of the boxes. The only limitation is that if you forget to pay and try to pay via the left side boom gate paystation, it will not allow you to pay – if payment is required. The customer will simply need to press the control room help line button and they will be let out remotely. Please note, most people do not use this option. Most people pay before they leave and will not be affected. If they do not need to pay then everything operates as per the normal process where the boom gate lifts after reading the registration plate. Furthermore, the right side boom gates are not affected.

The last time this occurred the truck was incorrectly exiting via the car-only right exit lane. However, we have added significantly more signage last year to prevent this. Now a truck has damaged the eastern side exit lane equipment through poor judgement. Video footage has been retained and Administrative staff are chasing the truck owner's insurance company to repair as fast as possible. Any loss in revenue will also be recovered from the insurance company.

5. **2019 Glenelg Christmas Pageant**

The 2019 Glenelg Christmas Pageant was held on Sunday 24 November in front of an estimated crowd of 27,000 people. More than 2,000 people participated in the Pageant, including 1,500 children under the age of 12.

There were 65 entries including the Glenelg Football Club, City of Holdfast Bay Concert Band, Glenelg Brass Band, Glenelg Surf lifesaving Club, local kindergartens, schools and community groups.

Jetty Road traders who participated include:

- Flight Centre;
- Travel Associates;
- Phil Hoffmann Travel;
- Caruso's Fresh Foods;
- Cibo Espresso; and
- Haigh's Chocolates.

New initiatives:

We partnered with the Starlight Children's Foundation who granted a wish to a client to ride in the horse drawn carriage at the front of the procession with Mayor Wilson.

The post-pageant activities including Santa's Hut and free face-painting were moved from Moseley Square, this year held outside The Beachouse and was a great success.

6. **Murray Darling Association Update**

Please find attached for Members' information 75th National Conference and Annual General Meeting.

Refer Attachment 1

Attachment 1





75th National Conference & Annual General Meeting

22-24 October 2019
Toowoomba City Hall
Toowoomba Qld



REGENERATION
FOR A HEALTHY BASIN

SA Region 7 Delegate Report

Darren Kruse

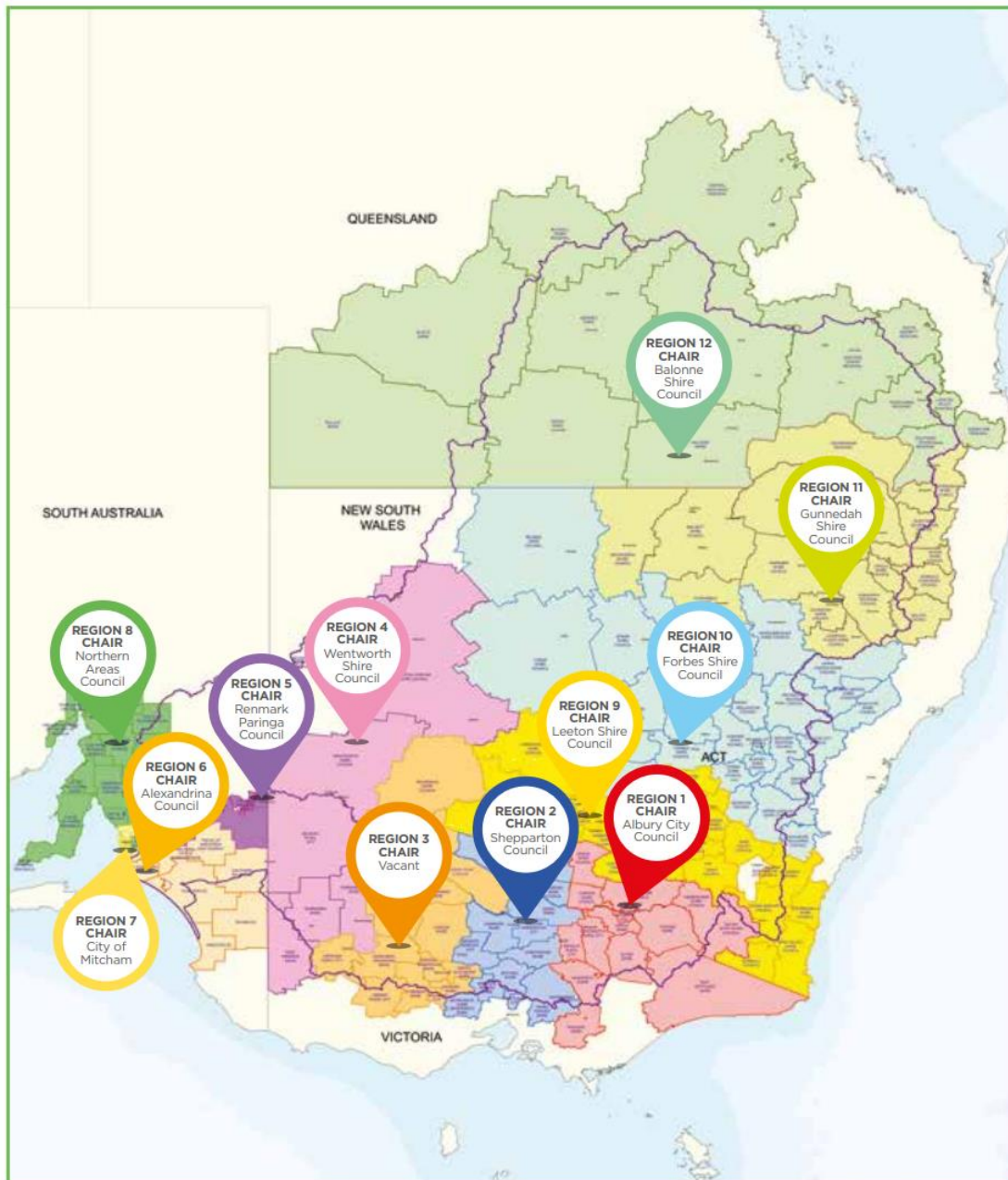
Councillor for Craighburn Ward, Mitcham Council, SA

5 November 2019

From 22 to 23 October 2019 I travelled with Councillor Andrew Tilley (the Region 7 Chair) who led the Region 7 (Adelaide Metro) delegation to the Murray Darling Association (MDA) AGM in Toowoomba, Qld

The Theme of the AGM was “Regeneration for a Healthy Basin”. The MDA is the peak body representing the views of all basin councils to the State Government, the Federal Government and the Murray Darling Basin Authority regarding the implementation, adaptation and compliance with the basin plan.

MDA Regional Map – Mitcham is Chair of Region 7 Metro Adelaide





In their words:

The Murray Darling Association's purpose is to provide effective representation of local government and our communities at state and federal level in the management of Basin resources by providing information, facilitating debate and informing government policy.

A regional study tour through innovative farm and regional transport enterprises followed on 24 October.

Finally, on 25 to 26 October we were given the unique opportunity to tour cotton producer, Cubbie Station – the largest irrigation property in the southern hemisphere.

SA Region 7 current member councils include:

- City of Adelaide
- Adelaide Hills Council
- City of Burnside
- Campbelltown City Council
- City of Holdfast Bay
- City of Mitcham
- City of Norwood Payneham and St Peters
- City of Onkaparinga
- City of Playford
- City of Port Adelaide Enfield
- City of Tea Tree Gully
- Town of Walkerville
- City of West Torrens

SA Region 7 delegates at the 75th MDA National Conference included:

- Peter Bice from Adelaide Hills Council
- Robin Coleman from City of Tea Tree Gully
- Pauline Frost (individual member)
- Shirley Halls, City of Playford
- Sarah Lamborn, City of Playford
- Andrew Tilley, City of Mitcham and myself.

KEY TAKEAWAY - UNDERSTANDING

Despite the current drought now being declared the worst on record, and despite Adelaide sourcing the majority of it's drinking water from the Murray, it is still often asked “why should a metro Adelaide Council (such as Mitcham) be involved in the Murray Darling Association?” , or “what’s in it for residents when Council has to pay for membership?”

After spending a week away from home and my business in Towoomba and the dustbowl that is Cubbie station 8 hours west of Brisbane and in the company of ~ 120 Mayors and Councillors and staff drawn from across the entire basin the answer to the above questions is clear – greater **understanding**.

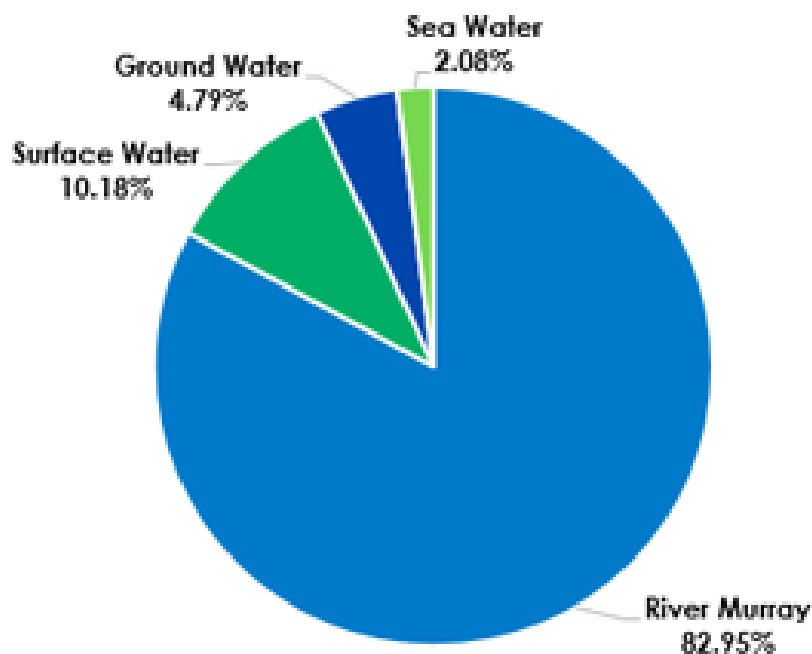
We need to have a common understanding of the different water issues we are all facing because without a common understanding the trust and confidence in the common Basin Plan will be sorely tested in the hard summer months to come.

Already we hear the call to abandon the Basin Plan. The specifics of what it should be replaced with are never articulated.

As South Australians at the very end of the river we have the most to lose if the trust and confidence in the Basin plan evaporates due to a lack of understanding of the facts and a lack of a common purpose. The Basin Plan aims for an equitable allocation of water – especially in these times of sever drought.

SA'S WATER SOURCES 2018-19

The graph below ¹ speaks for itself. SA cannot live without the River Murray.



¹ SA Water – Water sources ; <https://www.sawater.com.au/community-and-environment/our-water-and-sewerage-systems/water-sources>



The four keywords of the conference emblazoned on every delegate's lanyard were simple:

Trust. Unity. Equity. Growth.

TRUST

Commonwealth Inspector

We started the conference with a presentation of Mr Ramzi Jabbour, Deputy Inspector General –Murray Darling Basin Water Resources. He gave us the understanding that sitting **above these state regulators** is the new position of Inspector-General of Murray-Darling Basin Water Resources. Mick Keelty AO, ex Commissioner of the Australian Federal Police has been appointed on 1 October 2019 to provide independent assurance over:

- Basin Plan implementation and progress of water recovery, and delivery of supply and constraint infrastructure projects; and
- the Murray-Darling Basin Authority and Basin State and Territory governments compliance responsibilities under the Water Act 2007, the Basin Plan and water resource plans;
- ensure that Australian Government agencies perform their functions and implement the Basin Plan;
- establish processes for the receipt and investigation of allegations of non-compliance with the Water Act 2007, the Basin Plan and water resource plans;
- refer instances of alleged non-compliance to appropriate authorities; and
- engage with the community about Basin Plan implementation and compliance matters.

NSW State Regulator

We then gained the understanding from a presentation of the newly formed NSW Natural Resources Access Regulator (NRAR) that this independent regulator will soon have 90 inspectors spread out across regional NSW to ensure compliance. This agency was formed after the damming Four Corners program of July 2017 that showed non-compliance with basic requirements such as metering the take of water.

MDBA

On day one we had a presentation from Phillip Glyde, Chief Executive of the Murray-Darling Basin Authority who advised us that the basin plan is an adaptative plan. It is not set in stone and will continue to be adapted as the drought continues and as water recovery through increased efficiencies continues.

He advised that the basin plan was a compromise between the competing tensions of productive use by irrigators and the environment, but that the majority of irrigators saw it as the “least worst plan”. When asked if it was possible to modify the basin plan after the SA Royal Commission he advised that this was possible either through the Ministerial Council, or if necessary by legislation. But any legislative change would need to pass the Senate.

Cubbie Station

Finally, we all gained the understanding that Cubbie Station is not “stealing all the water”, but instead has held **no** water for 3 years and makes incredibly efficient use of excess flood waters only **after** all critical human, stock and domestic and other needs have been met.

We toured Cubbie with Cubbie’s General manager Paul Brimblecombe. Cubbie sits at the top of the northern basin relying solely on natural waterflow where their right to take water is strictly enforced by QLD Water. While they can hold up to ~ 469 GL (Adelaide uses ~ 200 GL per year), they haven’t held any water since 2017. The 5km x 1 km x 8m high storages are all bone dry. No cotton has been grown for 3 years.



In the photo below, the MDA CEO Emma Bradbury is standing 8m above the drainage gate of one of these empty storages.



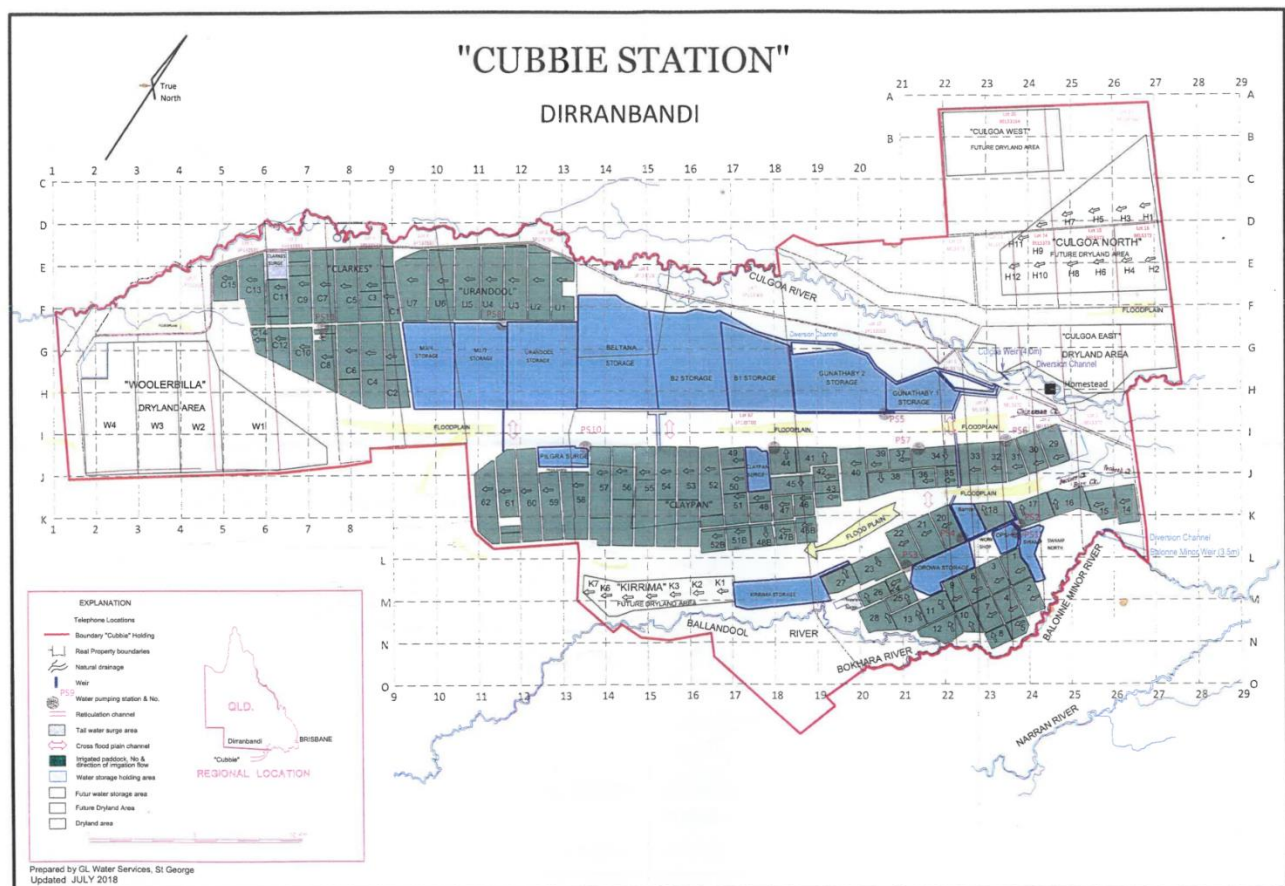
We stayed the night at the township of Dirinbandi, where the local school is down to 60 students from 160 before the drought. This is a small town that is really struggling. Even the kangaroos look thirsty.

After the Cubbie station tour at the Dirinbandi pub, Murray Bridge Mayor Brenton Lewis said to us (paraphrasing) that we will only get through this drought together, standing firm against those that would pit us against each other and that the things that unite us are greater than the things that divide us.



Essentially, Brenton (pictured to the left) was saying that we need to trust in each other and to trust in the Basin Plan. I agree.

In summary, as delegates we came away with the understanding that we should trust in the Basin Plan and in the multi-layered regulatory regime that has been put in place to ensure compliance with the plan.



UNITY

Australia has been wrestling over water since the states were colonies. One reason the Constitution gives SA an equal number of senators despite being far smaller than NSW or Victoria was to ensure that our voice carried equal weight when debating interstate matters such as water for transportation and irrigation. The first conference on the Murray Darling Basin was held in 1863.

The Basin Plan 2012 (made under subparagraph 44(3)(b)(i) of the Water Act 2007) is the result of the historic referral of the Basin State's sovereign powers to manage water to the Federal Government's Murray Darling Basin Authority (MDBA).² via the Intergovernmental Agreement on Implementing Water Reform in the Murray Darling Basin 2013 (the IGA). The States have remained unified, agreeing to amend the IGA five (5) times since – most recently on 4 August 2019 where *“the Ministerial Council endorsed amendments to the IGA relating to the implementation of measures to improve environmental outcomes in the northern Murray–Darling Basin”*³

The MDA is the combined voice of member councils from across the **entire basin** to the MDBA, State and Federal Governments. As such, it is critical that we speak with one voice and that we speak loudly.

So, it was pleasing that notwithstanding a spirited debate and some valuable amendments, all of the motions presented for consideration at the AGM passed. The motions included:

- RAMSAR listing the Menindee Lakes
- Minimum flows for the Barwon-Darling and Lower Darling River
- Drought preparedness support
- Barwon Darling priorities – safe supply for human needs, stock and domestic
- Integrated delivery of the **Sustainable Diversion Limit Adjustment Mechanism**
- Consequences of water trading (ACCC inquiry)
- Water Resource Plans deadline extension
- Balancing schemes and irrigated farming
- Investment in nutrient load research
- Agricultural productivity target research program in a water constrained future
- Population growth for socio-economic benefits while mitigating risks to river health
- Support for the ACCC water trade inquiry
- Water Information Platform (development of)
- Water storages accounting for public release
- Renewable energies support

² States agree to cede power over Murray to independent body ; ABC Radio National 1 February , 2007 ; <https://www.abc.net.au/pm/content/2007/s1838484.htm>

³ Intergovernmental Agreement on Implementing Water Reform in the Murray Darling Basin ; <https://www.coag.gov.au/about-coag/agreements/intergovernmental-agreement-implementing-water-reform-murray-darling-basin>

- Traditional owners' recognition
- Western River Diversion inquiry to enhance basin sustainability
- Call for Productivity Commission Inquiry into relationship between National Agriculture Plan 2030 and Murray Darling Basin Plan

The conference motions, presentations and other details are all available, on the MDA website at <https://www.mda.asn.au/events/2019-toowoomba.aspx> ⁴

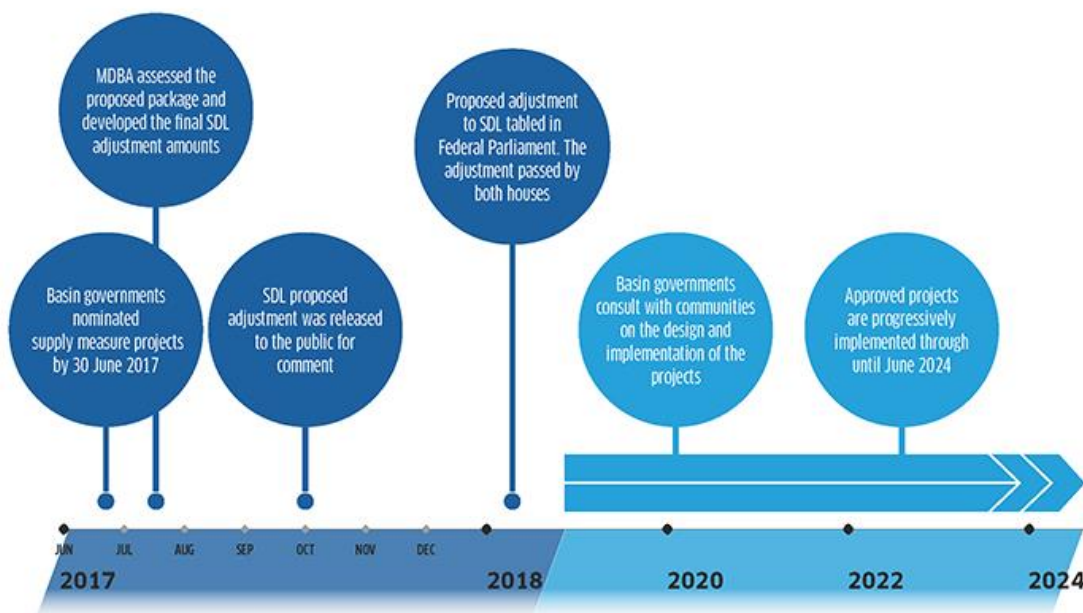
So, via membership of the MDA the residents of Adelaide metro Councils via the Elected members have a seat and a voice at the table.

The **opportunity** exists for all Councils to send delegates to participate in these critical decisions. Mitcham should encourage wherever possible non-member Councils to join in order to make our voice even stronger.

Readers will note that the Sustainable Diversion Limit **Adjustment Mechanism** implies that the Basin Plan is not set in stone.

The Basin Plan sets sustainable diversion limits, which is how much water can be used in the Murray-Darling Basin, while leaving enough water to sustain natural ecosystems.

*To provide flexibility, the Basin Plan includes a mechanism to adjust sustainable diversion limits in the southern Basin.*⁵



⁴ MDA AGM 2019 ; <https://www.mda.asn.au/events/2019-toowoomba.aspx>

⁵ MDBA : Sustainable diversion limit adjustment mechanism

<https://www.mdba.gov.au/basin-plan-roll-out/sustainable-diversion-limits/sdlam>

The SDL will continue to be adjusted following the notification to the MDBA of the volume of water recovered through efficiency measures by the end of 2023.

At that time, the MDA's voice will inform the MDBA as to the next steps because if the promised 63GL in extra water efficiencies are not achieved, Governments will most likely need to make up the shortfall with further water recovery (also known as buybacks) ⁶

EQUITY

No resident of SA would accept a basin plan that did not ensure an equitable share for SA residents and our environmental assets – including the world heritage listed Coorong.⁷ At the conference we learnt that the Basin Plan is currently providing SA irrigators with 81% of their State allocation despite the worst drought on record. It is now 87% as at 31.10.2019

Adelaide's human needs for water are not at risk.

However, it must be stressed that there are communities and townships throughout the basin without the luxury of the insurance that SA metro users enjoy - our desal plant that is ready to supply if needed.

In full operation, the [Lonsdale desal] plant can produce 100 gigalitres (GL) a year. This is about half of Adelaide's annual water needs.

The plant's water production capacity is extremely flexible, ranging from as low as 10 per cent (30 megalitres [ML] a day) to as high as 100 per cent (300 ML a day), and can be adjusted in 10 per cent increments.⁸ Of course, it's not at all cheap to run...



⁶ Murray-Darling Basin Plan: Five-year assessment – Productivity Commission report 19 December 2018 ; www.pc.gov.au/inquiries/completed/basin-plan/report/basin-plan-overview.pdf

⁷ Coorong and Lakes Alexandrina and Albert Ramsar Wetland - Fact sheet ; <https://www.environment.gov.au/water/wetlands/publications/coorong-and-lakes-alexandrina-and-albert-ramsar-wetland-factsheet>

⁸ SA Water – Desalination ; <https://www.sawater.com.au/community-and-environment/our-water-and-sewerage-systems/water-treatment/desalination>

Equity: NSW - Pooncarie

There are many NSW towns that are at risk of running out of water.

There are 40 water storages across the state [of NSW] with less than six months' supply in a "worst case scenario", according to figures from the Department of Planning, Industry and Environment. Pooncarie's [about 100 kilometres south of Menindee] drinking water comes from a bore, but raw water for toilets and outdoor use has been trucked in by the Wentworth Shire council since September.⁹ Photo of water being trucked in by "Riley's Crew"¹⁰,



Equity: NSW - Goondiwindi

On the way back from Cubbie, we met with the CEO of Goondiwindi, a well-established border town of about 11,000 people on the banks of the Macintyre River. He told us that they only have water until March 2020 – after which they will have to turn to bore water and trucking in water. This photo of Cr Tilley and others was taken to show that the river level is now about 5m below the levy surrounding the town. It gets lower every week.



⁹ The Guardian : Resisting drought's day zero: the NSW towns close to running dry 20 October 2019 ; <https://www.theguardian.com/environment/2019/oct/20/resisting-droughts-day-zero-the-nsw-towns-close-to-running-dry>

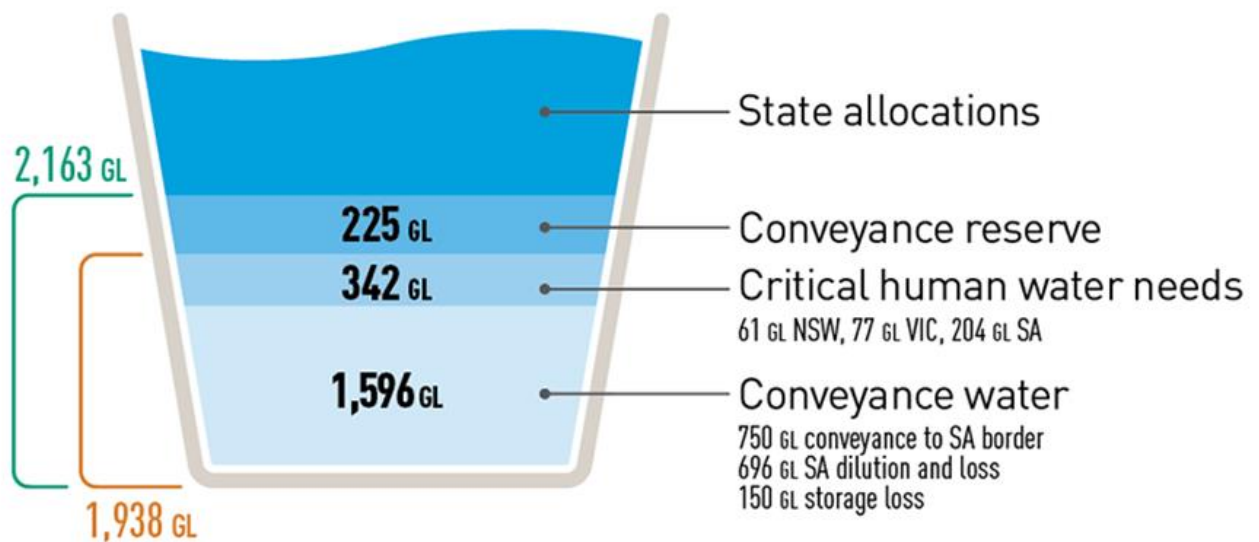
¹⁰ Drought-buster,(Riley McIntosh) 14, gets hero's welcome at outback school ; <https://www.news-mail.com.au/news/drought-buster-14-gets-heros-welcome-at-outback-sc/3655907/> ;

Equity: Priorities of water uses and users

Irrigators in all states **only** receive their state entitlements **after**:

1. Conveyance water (water used to transport other water)
2. Critical Human Needs
3. Conveyance reserve

A picture here is useful as it sets out this equitable distribution very nicely: ¹¹



In graphical form, this also set out the basic concept of the Basic Plan. A co-operative sharing of the water resources between the states, overseen by the Federal Government for the first time in the nation's history.

Equity: Commonwealth Environmental Water Holder

However, as mentioned, our residents also expect equity for the environment. We were privileged to listen to the Commonwealth Environmental Water Holder, Ms Jody Swirepik who advised us that under her statutory obligation enshrined in the Basin's Water Act, she can only return water to the market if she is satisfied that the environment doesn't need it.

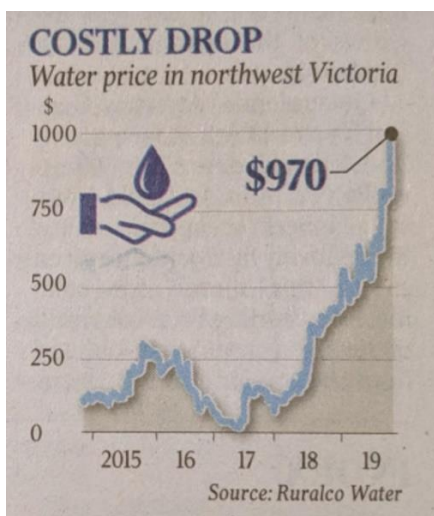
We came away with the understanding that this was very, very unlikely given the prior year's fish kills in the Menindee lakes and the high likelihood that this will occur again this year as the summer progresses, despite the fact that temporary (this year only) water has reached \$970 per Megalitre¹² (and in the writer's opinion will very likely go beyond \$1,000/ML by the end of this summer.)

¹¹ MDBA Critical human needs ; <https://www.mdba.gov.au/river-information/water-sharing/critical-human-water-needs>

¹² "Costly drop" - Price of water soars as farmers buy in panic – The Australian 24 October 2019

Environmental water can only be delivered if there is water available, the same as other water entitlement holders.

Commonwealth environmental water is held in storages across the Basin. The Commonwealth's environmental water entitlements receive the same allocations and follow the same rules regarding carryover and trade as all other equivalent water license holders in those systems¹³



Jody acknowledged that downstream users value river connectivity, whereas upstream users just want to use the water as it flows past. The inherent tension in these objectives requires an independent person to manage the needs of the environment.

It should be of comfort to metro Adelaide that this position exists to hold water on behalf of the environment and who has the capacity to release water in “pulses” to re-connect stranded wetlands as she sees fit.

For more detail on the Commonwealth Environmental Water Holder refer to their website at <https://www.environment.gov.au/water/cewo>

Water Trading Markets

The AGM passed three motions relating to the water trading markets.

- Support for the ACCC water trade inquiry
- Water Information Platform (development of)
- Consequences of water trading (ACCC inquiry)

Water – Temporary Allocation Market – SA River Murray Zone 12 – Private Diverters¹⁴



¹³ About Commonwealth environmental water ;
<http://www.environment.gov.au/water/cewo/about-commonwealth-environmental-water>

¹⁴ Source : <https://www.ruralcowater.com.au/> ; Nov 2014 to October 2019

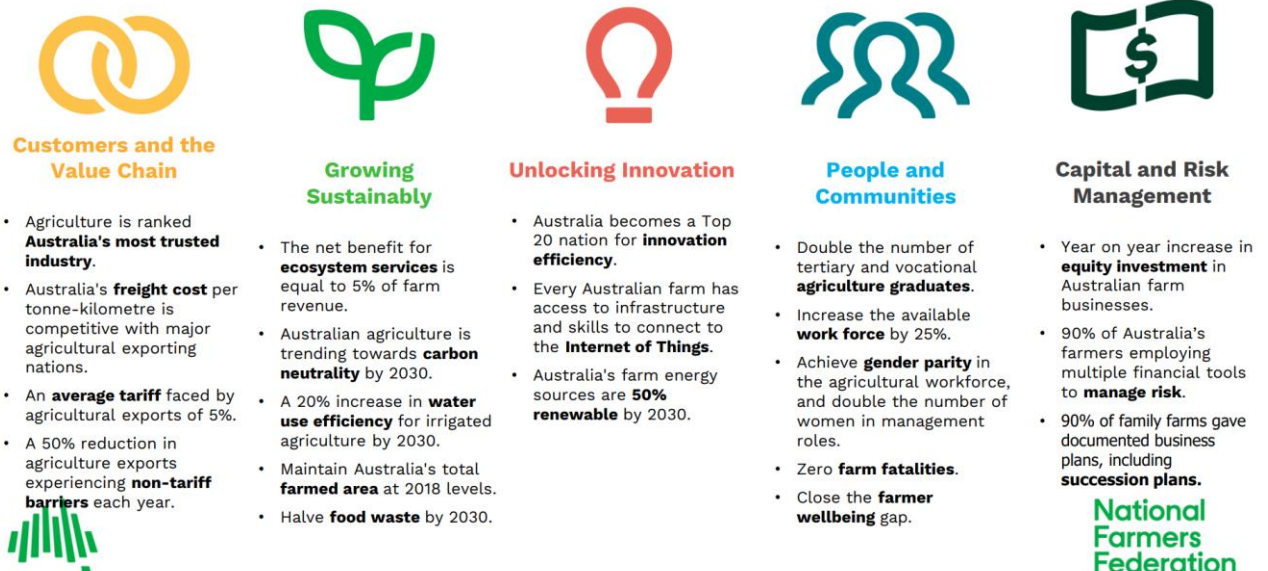
GROWTH

At this stage of the drought, it was heartening to learn that the spirit of regional communities has not been broken – despite this being the worst drought on record and that the mental health of farmers is a top priority. The post conference regional study tour of Toowoomba took in Wellcamp airport that was privately funded and built in 19 months to take advantage of the planned \$12 BN inland rail project linking Melbourne to Brisbane.

Wellcamp is known internationally as “Brisbane West” and ships everything from chilled beef to Melbourne Cup racehorses to SE Asia. Within a year it is likely to be shipping cannabis oil to the world from the largest medicinal cannabis facility in the southern hemisphere adjacent to the airport.

At the conference we learnt that the National Farmers Federation has a plan to grow the Basin’s productivity from today’s \$60BN to \$100BN by 2030. “Business As Usual” will get us to \$84BN, so it’s a growth target of \$16BN above BAU.

Our Roadmap for \$100B by 2030



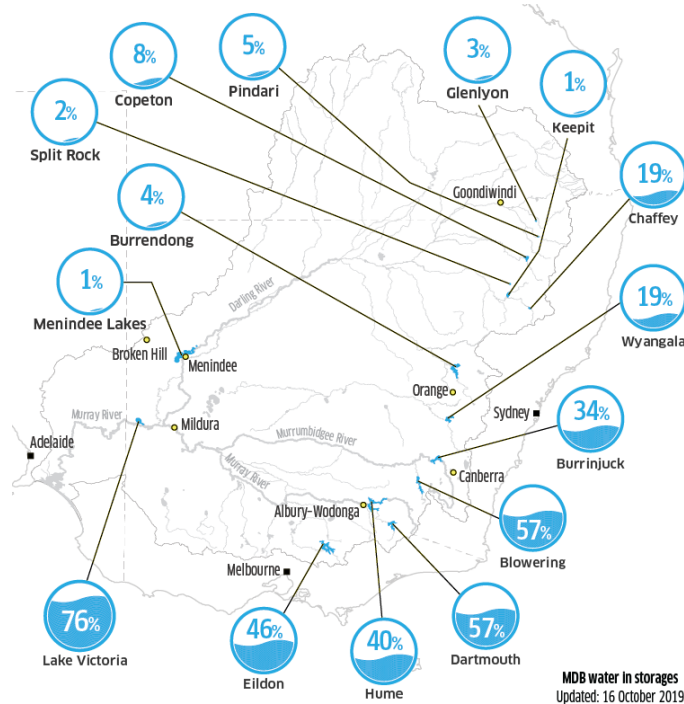
Clearly, businesses in metro Adelaide councils stand to indirectly benefit from this growth by the supply of goods and services to regional agribusinesses.

However, astute readers will note the MDA passed the motion calling for the Productivity Commission to hold an inquiry into the *relationship between* the National Agriculture Plan 2030 and Murray Darling Basin Plan.

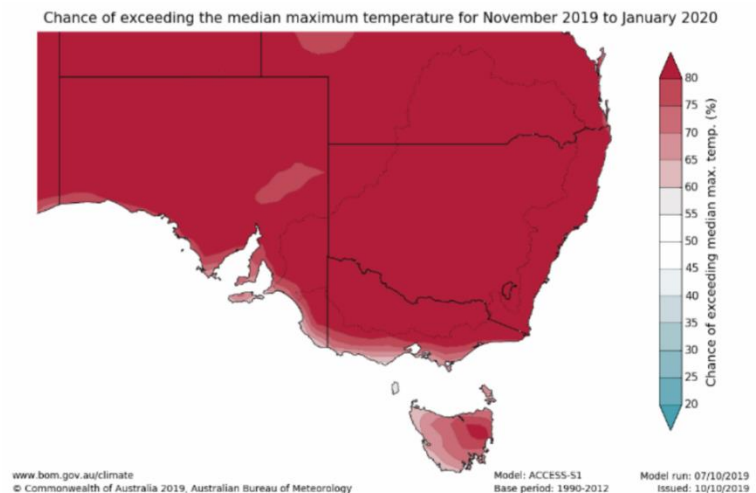
We know our residents value the continued connectivity of the Murray and it's RAMSAR wetlands and demand of us that economic growth cannot come at the expense of water quality or SA entitlement flow as enshrined in the Basin Plan.

POSTSCRIPT

While SA's allocation for our irrigators are at 87%, and our water is held in Lake Victoria which is at 76% of capacity, the Northern basin storages are **virtually empty**.



And the BOM says it's going to be a hot summer across the basin.



I would like to thank Cr Andrew Tilley for his insightful contributions to the first draft of this report and to the MDA's CEO Emma Bradbury and her team for organizing the AGM the great set of speakers for the conference and the Cubbie Station tour. I look forward to driving with Cr Tilley to Shepparton, Victoria for the 2020 MDA AGM and Conference.

Darren Kruse

Councillor for Craighburn Ward

REPORT OF CR. DARREN KRUSE, MITCHAM COUNCIL

PAGE 14 OF 15

ATTACHMENTS

Annexure A - MDA 2019 AGM Conference Brochure

Annexure B – What is the Murray Darling Basin Plan

OTHER RESOURCES

MDA AGM 2019 ; www.mda.asn.au/events/2019-toowoomba.aspx

Murray–Darling Basin drought update;

www.mdba.gov.au/managing-water/drought-murray-darling-basin/murray-darling-basin-drought-update



Item No: **15.2**

Subject: **BROADWAY KIOSK – VARIATION TO LEASE AND LIQUOR LICENCE**

Date: 10 December 2019

Written By: Manager Development Services

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

The lessee of the Broadway Kiosk has sought Council approval, as landlord, to vary their current lease so that an application can be made for an amendment to their liquor licence. Currently, the Kiosk is licenced to serve alcohol on Sunday from 11:00am. The proposal seeks to extend the liquor licence by three-hours to serve alcohol from the earlier time of 8:00am on Sundays. The restriction on serving alcohol is found in both the lease and the liquor licence pertaining to the Kiosk, and hence the need to vary both.

Council considered the initial request at its meeting on 10 September 2019 and authorised Administration to undertake community consultation in respect of the proposed lease and liquor licence variations. This report presents the findings of the consultation and makes recommendations for Council consideration.

RECOMMENDATION

1. **That Council notes the outcomes of the community engagement on the proposal to amend the lease to allow the Broadway Kiosk to apply for a variation to the liquor licence by three-hours on Sundays to serve alcohol from the earlier time of 8:00am.**
 2. **That Council consent to the Broadway Kiosk lease being amended to permit the serving of alcohol with a meal from 8:00am on Sundays.**
 3. **That the Chief Executive Officer and Mayor are authorised to affix the Council Seal and sign a future Deed of Variation to the existing Broadway Kiosk lease to permit the serving of alcohol with a meal from 8:00am on Sundays.**
 4. **That the cost of preparing and executing any Deed of Variation to the existing Broadway Kiosk lease is borne by the lessee of the Broadway Kiosk.**
 5. **That participants in the community engagement process are advised of the outcome upon execution of the Deed of Variation and formal amendment to the conditions of the liquor licence.**
-

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Community: Fostering an engaged and contributing community

Culture: Supporting excellent, efficient operations

COUNCIL POLICY

Community Consultation and Engagement Policy

Liquor Licensing Policy

STATUTORY PROVISIONS

Liquor Licensing Act 1997

Retail and Commercial Lease Act 1995

BACKGROUND

The current Broadway Kiosk lease is for a period of twenty one (21) years from 15 November 2007 to 14 November 2028, and initially specifically prohibited the use of the premises as a restaurant or licenced premises. At the Meeting held on 23 June 2015, and following a period of public consultation, Council acceded to a request from the lessee to amend the lease to allow for an application for a liquor licence.

A subsequent application for a liquor licence was made, which was granted approval for an interim period of twelve (12) months, and then extended permanently following a period of compliance. The liquor licence is formally described as a 'Restaurant Licence' which requires patrons to be served and consume alcohol seated at a table in conjunction with a meal (i.e. not a public bar). The Deed of Variation enabling the liquor licence application, and the terms of the approved liquor licence (formally referred to as a Restaurant Licence) are provided as Attachment 1 to this report.

Refer Attachment 1

The Broadway Kiosk has now formally requested that Council consider a proposal to vary the terms of the lease to enable it to apply for an amendment to the liquor license to allow the serving of alcohol on Sundays from the earlier time of 8:00am. To help inform its decision, at its Meeting held on 10 September 2019, Council resolved as follows (C110919/1609):

1. *That Council authorises Administration to undertake community consultation on amending the Broadway Kiosk lease to allow an application for variation to the liquor licence to serve alcohol from 8:00am on Sunday.*
2. *That a report is brought back to Council with the results of the community consultation, to inform a decision as to whether the Broadway Kiosk lease should be amended to allow an application for a variation to the liquor licence.*

Community consultation was subsequently commenced on 8 October 2019 for a period of twenty-one (21) days, concluding on 28 October 2019.

REPORT

The lessee of the Broadway Kiosk has sought Council approval, as landlord, to vary their current lease so that an application can be made for an amendment to their liquor licence to enable liquor to be served from 8.00am on Sundays.

Refer Attachment 2

Currently, the Kiosk is open from 7:00am on Sunday but is only licenced to serve alcohol from 11:00am. The proposal seeks to extend the liquor licence by three (3) hours to commence at the earlier time of 8:00am. As such, the extension sought for the liquor licence will operate within the existing opening times for the Kiosk, but outside the conditions for serving alcohol prescribed in the lease. It should be noted that the current conditions contained in both the lease and the liquor licence applies from 8:00am to 10:00pm on every other day of the week (Monday to Saturday).

Notwithstanding the relatively minor variation sought to the liquor licence, the Broadway Kiosk is located very close to a residential area, and nearby residents have raised concerns about noise and the general amenity from time to time. It was therefore important to ensure that the views of the community were understood prior to making a decision as to whether to vary the lease to allow for an application to extend the period the serving of alcohol on a Sunday morning. Council's Community Consultation and Engagement Policy was used to guide both the consultation process and the extent of notification.

Residents likely to be affected by the proposal were directly engaged through a letter box drop. Patrons of the Broadway Kiosk were also provided with an opportunity to participate through an allocation of feedback forms made available at the Kiosk counter. The consultation was also promoted through council's email database, Twitter account every week for the duration of the engagement, survey forms available at Brighton Civic Centre, Brighton and Glenelg Libraries, and newsfeed on the City of Holdfast Bay corporate and engagement sites.

One hundred (100) formal submissions and five (5) emails were received during the consultation period. The outcomes of the community consultation shows that a majority of the respondents are in favour of changing the lease to allow for the application for a variation to the liquor licence, with eighty-three (83) participants supporting the proposal to extend the licenced period, whilst nineteen (19) participants were not in favour. Of the responses received, seventy-five (75) were from within the Council area, with the majority emanating from Glenelg South (29) and Somerton Park (15).

The general themes from the consultation process revealed that those who support the proposal typically believe the proprietors to be responsible operators, that the community would like to enjoy a celebration or 'champagne breakfast' on a Sunday morning. The proposal is also viewed as creating a vibrant place to attract locals and tourists alike. The issues raised with the 18% who

were against the proposal were that it was inappropriate and unnecessary to serve alcohol at 8:00am on a Sunday. A full summary of the consultation including methodology and outcomes is attached to this report.

Refer Attachment 2

Having regard to the outcomes of the community engagement and the fact that the Kiosk is already open from 7:00am on Sundays, and is licensed to serve alcohol from 8:00am on every other day of the week, the proposal to extend the license by three hours to allow the serving of alcohol with a meal from 8:00am is not unreasonable, and certainly not without community support.

Should Council resolve to allow the lease to be amended to allow the serving of alcohol with a meal from 8:00am on Sundays, a Deed of Variation to amend lease will be prepared that will reflect the change in the user clause to include the revised time restrictions on the serving of alcohol that Council had previously applied. Following this, the lessee can formally apply to the Office of Liquor and Gambling for a liquor licence.

BUDGET

All costs for community consultation are absorbed within the existing Annual Business Plan.

LIFE CYCLE COSTS

There are no additional costs to Council associated with that contained within this report. Should there be a future need to prepare a Deed of Variation to the lease, the cost of preparing and registering the documentation will be borne by the lessee.

Attachment 1





Restaurant Licence

50628125

Liquor Licensing Act 1997

PREMISES NAME: BROADWAY KIOSK

PREMISES ADDRESS: Corner Broadway and South Esplanade, Glenelg South

LICENSEE: Gaetano Maniscalco and Trevor Graham Jenkins

LICENSED PREMISES: Outlined in red on the approved plan.

AUTHORISATION: To sell and supply liquor in accordance with Section 34(1)(a) & (b) of the Liquor Licensing Act 1997 and any other conditions of this licence.

TRADING HOURS: Monday to Saturday 8am to 10pm
Sunday 11am to 10pm

CAPACITIES: Area 1 100 persons
Area 2 50 persons

The overall capacity is limited to 100 persons.

CONDITIONS:

This approval is granted on an interim 12 month period (Refer to order B196890). I grant the parties liberty to apply to bring the matter back on if the need arises.

Date of issue: 25 NOVEMBER 2015

LIQUOR AND GAMBLING COMMISSIONER

DATED 12th August **2015**

BETWEEN

CITY OF HOLDFAST BAY

("the Lessor")

AND

**GAETANO MANISCALCO
TREVOR GRAHAM JENKINS and
BRODY JOSHUA HENDERSON**

("the Lessees")

DEED OF VARIATION OF LEASE

"Broadway Kiosk"

PP:P200721_430

THIS DEED is made the 12th day of August 2015

BETWEEN: CITY OF HOLDFAST BAY (ABN 62 551 270 492) of PO Box 19, Brighton in the State of South Australia ("the Lessor") of the one part

AND: GAETANO MANISCALCO of 7a Maturin Road, Glenelg in the said State in his own capacity and as Trustee of the *Isabella Trust*, TREVOR GRAHAM JENKINS of 35 Russell Street, Glenelg North in the said State in his own capacity and as Trustee of the *Jenkins Family Trust* and BRODY JOSHUA HENDERSON of 7a Maturin Road, Glenelg in the said State ("the Lessees") of the other part

RECITALS:

- A. This Deed is supplemental to a Memorandum of Lease ("the Original Lease") dated the 19th day of October 2009 between the Lessor as lessor of the one part and CNS Investments Pty Ltd (ABN 98 100 220 193) and Ergon Holdings Pty Ltd (ABN 38 069 500 750) ("the Original Lessees") as lessees of the other part as varied by a Deed of Assignment of Lease dated the 14th day of October 2013 whereby the Original Lessees assigned their interest in the Original Lease to Diego James Fedele and the said Gaetano Maniscalco and a further Deed of Assignment of Lease dated the 1st day of December 2014 whereby the said Diego James Fedele assigned his interest in the Original Lease to the Lessees.
- B. By virtue of the Original Lease and the said Deeds of Assignment, the Lessor has granted to the Lessees a lease of the premises known as "*Broadway Kiosk*" situated at South Esplanade, Glenelg South in the said State and being that portion of the land comprised in Certificate of Title Register Book Volume 5960 Folio 352 marked "Kiosk" in Filed Plan FPX 49015 ("the Premises"), for a term commencing on the 15th day of November 2007 and expiring on the 14th day of November 2028.

- C. In this Deed "the Lease" means the Original Lease as varied by the said Deeds of Assignment.
- D. Under the terms of the Lease, the Permitted Use of the Premises does not allow them to be used as "a restaurant or licensed under the *Liquor Licensing Act 1997* or similar legislation".
- E. The Lessees have requested the Lessor to agree to a variation of the Lease so as to permit the Lessees to apply for a licence to sell liquor from the Premises at certain times, as set out in this Deed.

NOW IT IS HEREBY AGREED as follows:

- 1. The parties acknowledge the accuracy of the Recitals, which form part of this Deed.
- 2. The terms of the Lease are hereby amended by inserting the following additional clause after Clause 13:

"14. LIQUOR LICENCE

Subject to Item 9 of the Schedule, the Premises may be operated as licensed premises pursuant to the *Liquor Licensing Act 1997* and the following provisions shall apply:

- 14.1 The Lessee must maintain such Licence under the *Liquor Licensing Act* and such other necessary licences, permits, approvals and consents as may be necessary to carry on business contemplated by the Permitted Use. Following the termination or expiry of this Lease the Lessee must transfer to the Lessor or the nominee of the Lessor at the cost of the Lessee all such licences, permits, approvals and consents.
- 14.2 The Lessee must not do or omit to do or allow to be done or omitted to be done any act whereby any licence issued under the *Liquor Licensing Act* in respect of the Premises or in respect of any business conducted thereon may be liable to be suspended, forfeited or removed from the Premises or in any way prejudicially affected or whereby any offence is committed under the *Liquor Licensing Act*.

- 14.3 The Lessee must not apply to the Licensing Authority of South Australia ("the Licensing Authority") or to any other authority to increase, decrease or restrict the hours of trading permitted under any licence in respect of the Premises without the prior written consent of the Lessor.
- 14.4 The Lessee must use the Lessee's best endeavours to maintain and expand the business conducted on the Premises to which such licence relates and to preserve and improve the character thereof.
- 14.5 The Lessee must at the Lessee's own cost at all times during the Term comply with all of the requirements of the *Liquor Licensing Act* and every order and requirement relating to the Premises made or imposed by the Licensing Authority. In default thereof, it shall be lawful for but not obligatory upon the Lessor to enter the Premises and to comply with observe, carry out and perform such order or requirement. All costs incurred by the Lessor in so doing must be repaid by the Lessee to the Lessor upon demand. Any work carried out by the Lessee pursuant to any such order or requirement shall be carried out to the reasonable satisfaction of the Lessor and the Lessor's architect PROVIDED THAT the Lessee shall not be responsible for any structural works except if same are required due to any act or omission of the Lessee or of any persons for whose actions the Lessee is responsible.
- 14.6 Subject to the written consent of the Lessor having first been obtained, the Lessee must renew any licence issued in respect of the Premises as and when required from time to time.
- 14.7 The Lessee must not remove any licence issued under the *Liquor Licensing Act* in respect of the Premises to other premises.
- 14.8 The Lessee must not transfer any licence issued under the *Liquor Licensing Act* in respect of the Premises without the prior written consent of the Lessor.
- 14.9 The Lessee must during the Term supply to the Lessor within seven (7) days after forwarding the same to the Licensing Authority a copy of every form, letter or application required to be lodged with the Licensing Authority pursuant to the *Liquor Licensing Act*.
- 14.10 The Lessor shall be at liberty at any time during the Term to apply to any supplier of alcohol to the Premises for information as to purchases made by the Lessee from the supplier in the conduct of the business on the Premises. The Lessee undertakes to authorise the supplier to release such information to the Lessor.

14.11 If the Lessee or any person under the control of the Lessee shall receive any summons, complaint or other legal process or any notice or communication from any person or authority relating to the Premises or to any licence issued in respect thereof, the Lessee shall immediately provide to the Lessor necessary particulars of same and all relevant circumstances and events. The Lessee shall not consent to any matter referred to in any such communication nor take any action in relation thereto without first obtaining the written consent of the Lessor. In respect of any such communication and all matters or proceedings arising therefrom the Lessor by solicitors or by counsel shall be entitled to appear in and have the conduct of every such matter and proceedings at the cost, in the name and on behalf of the Lessee. Notwithstanding that the Lessee may also appear in any such matter or proceedings the Lessor may defend or appeal against any decision of any court or other authority in such manner as the Lessor in the discretion of the Lessor may think fit. All costs properly incurred by the Lessor shall be paid by the Lessee to the Lessor on demand. For all the purposes as aforesaid the Lessee HEREBY IRREVOCABLY NOMINATES AND APPOINTS the Lessor the attorney and agent of the Lessee.

14.12 In this clause, "Licensing Authority" means the authority charged with the power to grant licences under the *Liquor Licensing Act 1997* (SA)."

3. The terms of the Lease are hereby further amended by deleting the wording of Item 9 of the Schedule and substituting the following:

"Kiosk/catering service and food and refreshment facilities, including the sale of hamburgers, chickens, hot packs and other take away foods and such other items as the Lessor may approve in writing from time to time, provided that the Premises may only be operated as a licensed restaurant under the *Liquor Licensing Act 1997*, or similar legislation, during such periods, on such days and during such hours as the Lessor may from time to time approve in writing."

4. For the purposes of Item 9 of the Schedule of the Lease, the Lessor hereby approves the operation of the Premises as a licensed restaurant under the *Liquor Licensing Act 1997* for a period of 12 months only, commencing on the date that a licence is granted to the

Lessees under that Act on the basis that the serving of alcohol on the Premises is only permitted between the hours of 8.00am and 10.00pm Monday to Saturday and between the hours of 11.00am and 10.00pm on Sunday.

5. All costs of and incidental to the preparation and execution of this Deed are to be borne and paid by the Lessees.

EXECUTED by the parties as a Deed.

THE COMMON SEAL of **CITY OF**
HOLDFAST BAY was affixed in
accordance with a resolution of the said
Corporation in the presence of:



[Signature]

Mayor

[Signature]

Chief Executive Officer

SIGNED SEALED AND DELIVERED by
GAETANO MANISCALCO in the
presence of:

[Signature]

[Signature]

Witness

SIGNED SEALED AND DELIVERED by
TREVOR GRAHAM JENKINS in the
presence of:

[Signature]

[Signature]

Witness

SIGNED SEALED AND DELIVERED by
BRODY JOSHUA HENDERSON in the
presence of:

)
)
)



Witness

Attachment 2



ECONOMY

ENGAGEMENT SUMMARY REPORT

BROADWAY KIOSK - PROPOSAL TO EXTEND THE LIQUOR LICENCE ON SUNDAY MORNINGS

8 OCTOBER – 28 OCTOBER 2019

Report Completed for the Manager Development
Written by the Digital Engagement Partner.
November 2019

INTRODUCTION

On 8 October, We sought the views of the community on the proposal for the Broadway Kiosk to serve alcohol, three hours earlier on Sunday mornings when accompanied by a meal.

The operator of the Broadway Kiosk has requested Council to amend the lease to allow the operator to extend their licence to serve alcohol when accompanied by a meal at the earlier time of 8am (currently 11am).

This proposal would be consistent with every other day of the week where alcohol is served with a meal from 8am onwards.

This report provides the engagement methodology and engagement outcomes.

All submissions have been collated and are available in the appendix of this report.

BRIEF DESCRIPTION OF ENGAGEMENT METHODOLOGY

This community engagement ran from 8 October to 28 October 2019, a total of 21 days.

The views of the community were collected via:

- Council's website - The Council website provided the opportunity to complete an online survey.
- Email submissions phone calls and letters.

And promoted through:

- A registered user update - via email to a 1500 database.
- 181 were Letterbox dropped to properties in the area.
- CoHB Twitter account every week for the duration of the engagement.
- Brighton Civic Centre, Brighton and Glenelg Libraries.
- Newsfeed on the City of Holdfast Bay corporate and engagement sites.

ENGAGEMENT FORMAT

Formal feedback forms on line, emails and hardcopies.

1. The Broadway Kiosk is seeking permission to serve alcohol to patrons from 8am on Sundays when accompanied by meal (currently 11am).

I support the proposal/ I do not support the proposal

2. Comments

Name

Address

Suburb

DATA ANALYSIS

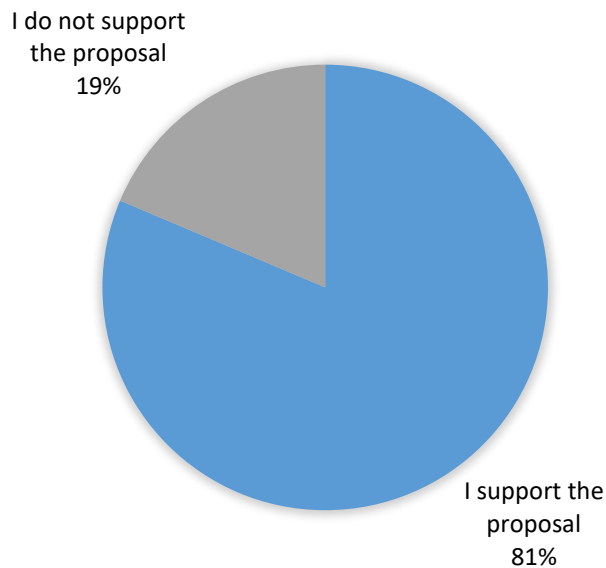
All data has been independently reviewed by the Digital Engagement Partner.

OUTCOMES

One hundred (100) formal submissions were received during the engagement period and five emails (only two of the emails specified the support/objection for the proposal).

- 83 participants supported the proposal to extend the lease (82%)
 - 19 participants did not support the proposal to extend the lease (18%)
1. The Broadway Kiosk is seeking permission to serve alcohol to patrons from 8am on Sundays when accompanied by meal (currently 11am).

Chart 1.



SUMMARY OF COMMENTS

It was expected this engagement would attract local residents of the area to participate, mainly Glenelg South and Somerton Park - 41 participants (All local residents in Somerton Park were in favour of the proposal and 22 residents out of 26 in Glenelg South supported it).

Therefore the engagement levels would be low to medium. The passive participation for this engagement was low (number of view to the page). Collective themes of the 81% in support of the proposal was that:

- They believe the proprietors to be responsible would like to enjoy a celebration or '*champagne breakfast*' and that it creates a vibrant place to attract visitor and tourism.
- The issues raised with the 18% against the proposal was that is as inappropriate and unnecessary to serve alcohol at 8am on a Sunday- being too early or should not be served at all.

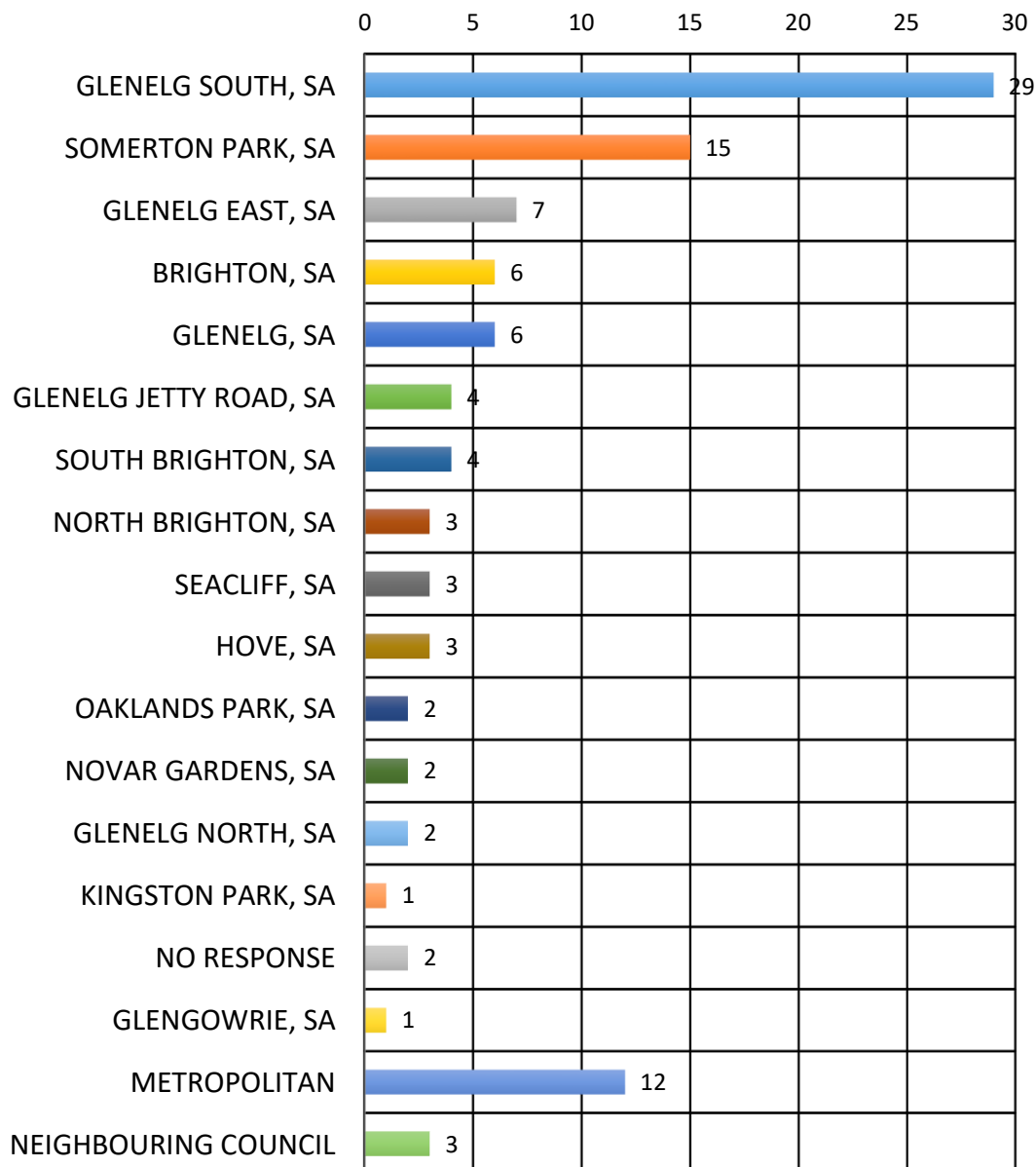
[See appendix for list of full comments](#)

HOW THE FEEDBACK WAS RECEIVED

- 35 Hard copy responses
- Five email submission
- 65 submissions via your holdfast online survey.
 - The project page was visited 110 times
 - Traffic to the site came from the engagement newsletter, directly, google, the CHB site and twitter

SUBURB

- 75 participants identified as City of Holdfast Bay Residents.
- Three participants Neighbouring suburbs (two supported/ one did not).
- 12 participants were from Metropolitan suburbs (nine supported/ three did not).



Appendix 1 - I support the proposal (*all comments are written verbatim*)

1. logical extension of existing conditions
2. I support the proposal as it the norm in other parts of the world providing it is consumed on site
3. it's a great initiative for bringing tourists to Glenelg
4. i cannot see why not. i also think they should stay open for meals until 9pm during daylight saving as there are so many around looking for meals and drink and icecreams. i do not think they should shut so early during daylight saving times.
5. The café is operated in a professional manner and the clientele are mostly of the age -group that are similarly responsible. We are local residents to the café and have no problem with supporting the proposed amendment to their licence.
6. As other restaurants on Broadway / Partridge Street and Jetty road are permitted to do so, I believe it is being discriminatory if Broadway Kiosk is not given similar permission. Their evening hours are already unfairly restricted.
7. This would be an attraction for some patrons. The Kiosk is a family friendly venue & I don't believe any alcohol driven issues would arise. It has the potential to be used for special celebrations. We need to attract as many people as possible to this iconic beautiful spot.
8. I walk past it every morning and have no problem with the dog friendly eatery wishing to extend its liquor licence on a Sunday morning. I have never found the staff or patrons to be anything but warm, friendly, and sociable.
9. Fantastic for tourism well done
10. I only support this proposal if the increased alcohol serving time is consistant with other venues in the area.
11. makes sense to have standard hours across the week.
12. As long as this is done under the banner of responsible alcohol service I can't see a problem
13. I can see no problem with this.
14. Good idea.
15. WE NEED TO DIMINISH THE NANNY STATE RULES AND JUST LET ADULTS MAKE THEIR OWN DECISIONS. TOO MUCH REGULATION IN AUSTRALIA. JUST LOOK AT THE ADVANCED CULTURE IN EUROPE.
16. Strange that Sunday wasn't included in the first place, so only sensible to include now
17. Why not!
18. Responsible owners, makes sense.
19. I think people should have the choice of having a champagne breakfast/brunch or not on Sunday as they can on every other day of the week. If some diners do not wish to partake of alcohol before 11.00am then they don't have to.
20. Let's keep the area vibrant for visitors and viable for traders
21. I see no issues
22. I would love to have " champagne breakfast " at the broadway .Special occasion s
23. I fully Support attracting more people into the area. The Broadway cafe has prime position on the beach unlike any other and I would love To see a much Improved offering of food and amenities. If this is the beginning Of a more international standard then what a wonderful addition To the offerings at Glenelg.
24. Enables consistency with other days of the week. Supports being able to use the Kiosk for celebrations.

Appendix 2. I do not support the proposal *(all comments are written verbatim)*

1. why to drink alcohol in the morning? It is very unhealthy and unsafe for other people who will be there with kids in the morning
2. I do not support the proposal due to concerns over anti social behaviour, parking and drink drivers near an area that families and children use.
3. I do not see it necessary to serve alcohol at this time of day.
4. I don't support the proposal as I have always seen Sunday mornings as a time of rest. Pubs and clubs have aren't allowed to serve alcohol until 11 am on weekdays and I don't support a cafe being able to be allowed to serve alcohol at this time in the morning on a Sunday, the day of rest. We need to promote a healthy lifestyle along our esplanade and this is not the way to effectively control this. A strong no to serving alcohol would be appropriate.
5. There is so many alcohol opportunities already at Glenelg and the effects are very evident. Who on earth needs alcohol at 8am on a Sunday. The with a meal can be manipulated easily also
6. As a drinker I cannot imagine wanting a drink with breakfast at 8am on a Sunday morning.
7. Bring it down to 10.00 am and I would support it. Not 8.00 am! I am thinking of the possible effect it would have on the neighbors if guests became unruly earlier in the day than now.
8. I am surprised liquor is allowed from 8 am at all, and think the absolute earliest should be 12 midday any day of the week.
9. No need for booze any day of the week before 12pm
10. This proposal is at odds with community mores and good social and health sense. The Kiosk is well patronised already. Those who need to drink at this hour can do it quietly from paper bag covered bottles in their own homes.
11. Alcohol is unnecessary at such an early hour
12. Sunday should still be treated specially. While this is based on religion reasons historically, it is not for religious reasons that I support it, only that the Council should be perceived as supporting the showing of respect to each other by encouraging abstinence from alcohol at one time per week.
13. A good idea!
14. I am shocked that they sell alcohol at 8am on other days! This kiosk should oopen until 8pm daily and not close at 4.50 especially during summer. They dont serve the community ONLY THEMSELVES!
15. SO NOW YOU'RE SUPPORTING THE ALCOHOLICS TO START EARLY! WHAT NEXT? YOU PUT A BUS STOP IN FRONT OUR NOSE, PLASTERED THE KIOSK ROOF WITH TILES -ALL NOT SUPPORTED BY US! WHY CARWE IN THE FIRSTBPLACE IF YOU DO WHAT YOU WANT ANYWAY? HYPOCRITES !
16. Whats the point of asking our opinion on selling alcohol early at the Broadway kiosk, you take no notice anyway. Matilda parked outside our apartments, solar panels on kiosk roof, we didn't want. You do what you want anyway.
17. I live on The Broadway and object to the proposal to allow alcohol with a meal from 8am. I am jappy to accept the existing time of 11am and after, which is fair and reasonable as long as meal s, pervperson, are ordered at the same time. Thankyopu for your invitation to share me view with you. I do NOT accept the Beach Bar. It is an UGLY intrusion on our PUBLIC beach. It iosd abligh on our beautiful beach!

Appendix 3 – emails *(all comments are written verbatim)*

<p>1. Anthony, I own a property directly behind the Broadway Kiosk and as such received the consultation paper on the amendment of the kiosk lease to allow the operator to extend their liquor licence hours. Some time ago we were consulted regarding the initial liquor licence approval. I seem to remember that at that time a trial period was approved and I thought that we were to be reconsulted at the end of that trial period before a final liquor licence was granted. Can you please confirm that my understanding is correct and provide me with the details around that trial / consultation.</p> <p>In doing so, could you also please confirm the current approved operating and liquor licence hours and conditions of the kiosk.</p>
<p>2. What's the point of asking our opinion on selling alcohol early at the Broadway kiosk, you take no notice anyway. Matilda parked outside our apartments, solar panels on kiosk roof, we didn't want. You do what you want anyway.</p>
<p>3. The desire for a liquor licence was raised by the two previous lessees of the kiosk who both failed to get council support. A couple of years ago new operators, who had a previous association with some councilors, took over the lease and councilors had a change of heart, despite previous written comments that they would never support a liquor licence at the "KIOSK". Councilors supported a "trial" for a liquor licence, although it must be said that the trial never had any parameters or desired results to test it's success or otherwise, and to our knowledge never had a review isn't, and was never seriously meant to be, a trial. Perhaps council can peruse the records and see how much alcohol has been sold to satisfy the demand that was supposedly there and determine a licence is justified, and perhaps participate in some of the profit a licence brings as suggested by a couple of councilors when the matter of supporting a licence was first raised.</p> <p>I would think that the provision of alcohol at 8 am on the 6 days a week that they are currently available would be very small and fail to see how providing another morning adds anything to the benefit of local residents.</p>
<p>4. I support proposal to serve alcohol from 8am Sunday's Wish they had extended trading hour til the evening</p>
<p>5. I live in The Broadway and object to the proposal to allow alcohol with a meal from 8 am. I am happy to accept the existing time of 11am and after, which is fair and reasonable as long as meals, per person, are ordered at the same time.</p>

Item No: **15.3**

Subject: **BRIGHTON SPORTS AND SOCIAL CLUB – LOAN APPLICATION** (Report No: 461/19)

Date: 10 December 2019

Written By: Manager Finance

General Manager: Strategy and Business Services, Ms P Jackson

SUMMARY

The Brighton Sports and Social Club has submitted an application for a loan of \$80,000 from Council to provide funds to enable completion of the fit-out of the kitchen, bar and cool rooms within the new upgraded sporting facility to the standard preferred by the Club.

RECOMMENDATION

1. That Council consent be granted for the proposed fit-out works subject to the following:
 - All costs to be borne by the Brighton Sports and Social Club;
 - All work to be undertaken by qualified trades persons;
 - The Brighton Sports and Social Club indemnify the City of Holdfast Bay against any claims, losses and suits that may arise from this project;
 - The Brighton Sports and Social Club be responsible for the on-going maintenance of the upgraded facilities in accordance with their upgraded lease;
 - The City of Holdfast Bay is permitted to inspect the works at any time; and
 - Works to comply with the Building Code of Australia and relevant legislation.
 2. That Council provides a loan of \$80,000 to the Brighton Sports and Social Club amortised over a maximum of twelve years, on a 6 month repayment basis in accordance with Council's borrowing policy, for the purpose of improving the fit-out of the new kitchen, bar and cool room facilities.
 3. That the Brighton Sports and Social Club sign a loan agreement prior to any monies being transferred.
-

COMMUNITY PLAN

Community: Building a healthy, active and resilient community

Community: Fostering an engaged and contributing community

Culture: Being financially accountable

COUNCIL POLICY

Treasury Management Policy

Borrowing Guidelines for Community Organisations

STATUTORY PROVISIONS

Local Government Act 1999, Section 134

BACKGROUND

The masterplan for the Brighton Oval development was approved by Council on 22 November 2016 and finalised in consultation with stakeholders. Stage 1 is progressing well and includes the construction of three new clubrooms including the Brighton Football and Cricket Clubrooms.

The Brighton Sports and Social Club (BSSC) holds the lease for the Brighton Football and Cricket clubrooms. The BSSC was incorporated in 1975 and its member clubs are the Brighton Cricket Club Inc., and the Brighton Districts and Old Scholars Football Club Inc.

The construction project included like-for-like fit-out costs for the building, and Council provided a grant to the BSSC for fitting out their facility. The club has written to Council requesting a loan to complete the fit-out of the kitchen, bar and cool-room clubrooms to a standard which will enable the club to cater for functions and in-turn improve its profitability.

REPORT

The new Brighton Football and Cricket clubrooms, Oval, sports facilities and change rooms are scheduled for completion in early to mid-June 2020. As part of the building project the Council has provided a grant of \$83,000 to assist the BSSC in funding the fit-out of the kitchen, bar and cool rooms. The actual cost of the preferred fit-out has been quoted between \$160,000 and \$175,000. This will provide the club with a kitchen and bar able to cater for up to 150 patrons. The club expects the premises to be licenced for a maximum of 200 patrons.

In order to fund the fit-out the president of the BSSC has written to Council requesting a Council loan of \$80,000. The application includes details of the club history and future business plans to increase the turn-over of the new facility and generate alternate income through functions and other initiatives.

Refer Attachment 1

This type of loan is termed a “sporting club self-servicing” loan where Council internally funds the loan. Due to the relatively small amount it is proposed to fund this from Council’s existing cash resources. Therefore there is no need to arrange a back-to-back loan with the Local Government Finance Authority (LGFA). The benefits of this arrangement is that it provides increased repayment flexibility by the club.

The club has requested a 12 year loan term to assist with cash flow. On this basis a loan of \$80,000 at the current LGFA Cash Advance Debenture interest rate 2.95% plus 0.5% administrative premium the six monthly repayment would be \$4,099.

It should also be noted that the BSSC has an existing loan with Council with a current principal outstanding of \$21,194 with 6 years remaining on the term. The six-monthly repayments for this loan are \$1,843. This loan was to enable the installation of oval lights on oval number 2. The club is up-to-date with the loan repayments.

The club has provided its financial statements for 2017/18 and 2018/19. The income and expenditure statements show a 30 June operating profit of \$40,062 for 2018 and \$34,309 for 2019. On this basis it is concluded that the club has the ability to service this new loan which is estimated to be \$8,198 per annum.

Refer Attachment 2

BUDGET

The 2019/20 budget will support the establishment and the repayment of this loan based on a principal of \$80,000.

LIFE CYCLE COSTS

There are no direct life cycle costs associated with this loan.

Attachment 1



Brighton Sports and Social Club Inc. (BSSC)

Application for a loan to complete the fit out of the kitchen/bar and cool rooms in the new facility.

Hi Rajiv,

The BSSC Committee wish to apply for a loan to enable the completion of the fit out of the kitchen and bar.

Introduction

The Brighton Sports and Social Club was incorporated in 1975. It is a 'not for profit' club with all monies used to support the clubs and any capital works, fixtures and fittings that are required. As per the Rules of the Club (Constitution) it exists to:

- “manage the Brighton Oval facilities in accordance with the terms and conditions of the lease between the association and the City of Holdfast Bay;
- maintain good quality playing and social facilities for member clubs in partnership with the City of Holdfast Bay;
- provide financial support to member clubs;
- promote the use of the associations' facilities by the wider community, particularly the Holdfast Bay community.”

The member clubs of the BSSC consist of the **Brighton Cricket Club Inc. and the Brighton Districts and Old Scholars Football Club Inc. (Brighton Bombers).**

(The BSSC is proceeding with negotiations to form a netball club either from within the club or externally).

The new club and changerooms are scheduled for completion in early to mid-June 2020. As part of the building project the Holdfast Bay Council has provided a grant of \$83,000 to assist the BSSC in funding the fit out of the kitchen/bar and cool rooms. The actual cost is quoted at between \$160K to \$175K. That will provide the club with a modest kitchen/bar able to cater for up to 150 patrons, which is the estimated capacity of the club room. We expect to be licenced for a maximum of 200 patrons. Our current club room (excluding licenced exterior areas) is licenced for 450 patrons in two areas.

We have received three quotes (from reputable companies) for the completion of the fit out. To finish the project, we need to find approximately \$80,000.

(One of the three quotes is attached). (Commercial – in- confidence)

Background

Six or seven years ago the BSSC was financially stretched. This occurred mainly through loss of oversight by the committee and an attempt to re-invent the club as an entertainment venue. The committee instituted some very difficult but important reforms. To the credit

of the committee at that time (several whom are still on the committee) and from that watershed moment the club slowly recovered financially. Their focus was on re-establishing the Contingency Fund (\$30,000) required by BSSC Policy and putting cash reserves aside in anticipation that one day either the existing club rooms would be re-furnished, or a new building would be proposed. The committee members have worked many long hours (all voluntary) running functions and providing the normal services expected by the sporting clubs. The committee has also withheld dividends to the clubs (with their agreement) during this time as they understood that all funds would be used to provide some furniture, (we will utilise most of the existing furniture) fittings, audio-visual equipment etc. for the new or re-furnished building(s). If we were to fund the kitchen/bar fit out with this money, we would be left with very little to furnish and fit out the rest of the club.

Business Plan

The committee is actively working on several plans to increase the financial turnover of the new facility to generate alternative income through entrepreneurial activities. The key to achieving these aims is to have a facility that can cater for up to 150 patrons. Hence the need for a kitchen that can produce that number of good quality meals.

Our plans are as follows:

Fundraising:

- a closing down celebration and ceremony at the existing clubrooms (including raffles etc.)
- a professionally conducted auction of the club owned fixtures and fittings
- an opening celebration and ceremony at the newly completed club (including raffles etc)
- 'named' brick paving (to be placed near or adjacent to the club entrance) subject to council agreement
- Establishment of a Foundation Members board
- Providing our member clubs with a welcoming and inclusive club facility and the services that they expect
- One of committee people has experience with the application for grants. We and the member clubs are continually pursuing relevant grants.

Entrepreneurial:

Five of our ten committee members have attended at least three workshops conducted by Club SA and we are attending another workshop tomorrow. The workshops have provided with guidance, support and the know how to better manage the club. Our Treasurer is a Chartered Accountant.

The new club's location, looking over the green ovals with hardly a house in sight, will be an ideal and attractive location for all types of functions. The fact that we will have a kitchen

and bar that can cater for up to 150 patrons will be an attractive proposition to many members of the public and the clubs.

We are actively seeking an appropriate caterer for the club. Our current caterer will be under consideration and he has submitted a comprehensive proposal. However, we have several other caterers that have responded to our Expression of Interest. We will be holding talks with them over the next few months. We are seeking a caterer who will not only provide meals on training and match days but will actively seek opportunities to cater for weddings, engagements, birthday parties and other celebrations. We will be working to attract corporate training to the club. These will be mainly Monday to Friday daytime hires.

We have also commenced planning (flyers are being prepared-see attached) to offer the club as a meeting place for services clubs such as Rotary, Lions, Probus etc. There is also a possibility of the Red Cross Blood Bank using the facility. (They have used our existing clubroom in the past).

This plan has the potential to increase our turnover thus increasing our profitability. We must work towards this aim.

Sporting clubs-Cricket and AFL Football

The two sporting clubs' members are also run by volunteers. They are responsible for the running of their respective clubs and are financially independent. They are Incorporated clubs that are responsible for their own fundraising through player fees and social activities. As advised above, the BSSC normally provides a dividend to the clubs. Between them they field the following teams:

Cricket:

- The Brighton Cricket Club was established in 1867. It is one of a few cricket clubs in Australia that have operated continually since that year. They have won 64 Premierships- 51 senior and 13 junior. Of 19 A Grade premierships, there are 9 A1 Turf Premierships (An Association record).
- **Thirteen junior teams.** This includes one female team with an anticipation of fielding another team in 2020. The club plans to grow the female teams from the ground up. The plan being that eventually there will be a senior team. A shortage of cricket pitches has been a restrictive element to further expansion of the junior program.
- **Five senior teams.** The club has experienced a bit of a lull in on field success but have fortunately been able to promote a significant number of juniors into the seniors ranks and are beginning to see an upturn in results.

AFL Football

- Brighton Football Club was first established in 1885 and operated until 1990. They won 24 A grade Premierships. Brighton High Old Scholars was formed in 1968 and continued until 1990. They won 4 A Grade Premierships. The two clubs amalgamated in 1991 to form the Brighton Districts and Old Scholars Football Club which is in existence today. They have been very successful in winning 50 Premierships (17 senior including 4 A Grade and 33 Junior Premierships).
- **Twenty seven junior teams** ranging from U8's to U18's. This includes four female teams. They commenced with two female teams in 2018, another two teams in 2019 and anticipating a fifth team in 2020. Again, like cricket, the club has plans to build the teams from the ground up. This has been the modus operandi for both the clubs' junior program. The aim is to have most of the senior teams comprised of their own juniors. Although, unfortunately, there is a significant amount of poaching from other clubs.
- **Three senior teams.** The seniors and the U18's play in the Adelaide Football League (AFL Amateurs), Division One. The club moved to the AFL Division Three in 2017 and has progressed to Div One in 2019.

The clubs have been very successful. The cricket club celebrated 150 years of activity two years ago and the football club has been in existence for almost as long.

They have provided a fantastic voluntary service to the community by providing an opportunity for children to play sport, develop their skills, leadership and team play. This should not be underestimated, particularly in this world of computer games. There is widespread concern, highlighted in an article in Saturdays Advertiser which expressed concern that children no longer know how to play.

The BSSC relies on the member clubs being successful. Without success, patronage drops off and thus turnover. Fortunately, the clubs successful record, over many years speaks for itself.

The provision of facilities, by the ratepayer via the City of Holdfast Bay Council, should also be applauded. Without their vital support these clubs would not be as successful in engaging children and adults in a team sport. This engagement is as important to the players as it is to the community. The junior programs run by both clubs (all voluntary) are recognised by their peers as some of the most successful programs in South Australia.

Summary

The Brighton Sports and Social Club wish to apply to the Holdfast Bay Council for a loan of \$80,000 dollars to guarantee the completion of the kitchen/bar and cool rooms within new clubroom project.

Without this support we will significantly deplete our cash reserves at a time when we will need to outlay funds to refurbish the new clubrooms. The figure we will need for that is

difficult to determine, as I'm sure you will appreciate it. There will sure to be some unanticipated costs.

As outlined above, we have a practical and not overly ambitious plan to capitalise on the new facility with an expansion of our customer base. The facility is ideally positioned to take advantage of its location. We would also be keen to re-establish past links we have had with some of the service clubs.

Yours sincerely,

Steve Phillips
President
Brighton Sports and Social Club
0412953158

Attachment 2



BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

FINANCIAL REPORT
FOR THE YEAR ENDED
30 JUNE 2019

Liability limited by a scheme approved under
Professional Standards Legislation

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

BALANCE SHEET
AS AT 30 JUNE 2019

	Note	2019 \$	2018 \$
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	2	131,639.82	101,787.51
Trade and other receivables	3	5,964.15	-
Inventories	4	10,135.00	9,347.88
TOTAL CURRENT ASSETS		<u>147,738.97</u>	<u>111,135.39</u>
NON-CURRENT ASSETS			
Property, plant and equipment	5	176,072.75	179,884.75
TOTAL NON-CURRENT ASSETS		<u>176,072.75</u>	<u>179,884.75</u>
TOTAL ASSETS		<u>323,811.72</u>	<u>291,020.14</u>
LIABILITIES			
CURRENT LIABILITIES			
Trade and Other Payables	6	36,952.46	28,470.87
TOTAL CURRENT LIABILITIES		<u>36,952.46</u>	<u>28,470.87</u>
TOTAL LIABILITIES		<u>36,952.46</u>	<u>28,470.87</u>
NET ASSETS		<u>286,859.26</u>	<u>262,549.27</u>
MEMBERS' FUNDS			
Retained earnings		286,859.26	262,549.27
TOTAL MEMBERS' FUNDS		<u>286,859.26</u>	<u>262,549.27</u>

The accompanying notes form part of these financial statements.

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

1 Statement of Significant Accounting Policies

Basis of Preparation

This financial report is a special purpose financial report prepared in order to satisfy the financial reporting requirements of the . The committee has determined that the association is not a reporting entity.

The financial report has been prepared on an accruals basis and is based on historic costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following significant accounting policies, which are consistent with the previous period unless stated otherwise, have been adopted in the preparation of this financial report.

Inventories

Inventories are measured at the lower of cost and net realisable value. Cost of inventory is determined using the first-in-first-out basis and are net of any rebates and discounts received.

Net realisable value is estimated using the most reliable evidence available at the reporting date and inventory is written down through an obsolescence provision if necessary.

Plant and Equipment

Each class of property, plant and equipment is carried at cost or fair value less, where applicable, any accumulated depreciation and impairment.

Depreciation

The depreciable amount of all plant and equipment is depreciated over the useful lives of the assets to the association commencing from the time the asset is held ready for use.

Cash and Cash Equivalents

Cash and cash equivalents comprises cash on hand, demand deposits and short term investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

Revenue and Other Income

Revenue is recognised when the amount of the revenue can be measured reliably, it is probable that economic benefits associated with the transaction will flow to the entity and specific criteria relating to the type of revenue as noted below, has been satisfied.

Revenue is measured at the fair value of the consideration received or receivable and is presented net of returns, discounts and rebates.

Sale of goods

Revenue is recognised on transfer of goods to the customer as this is deemed to be the point in time when risks and rewards are transferred and there is no longer any ownership or effective control over the goods.

Interest revenue

Interest revenue is recognised upon receipt.

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

	2019 \$	2018 \$
2 Cash and Cash Equivalents		
Cash on Hand	3,000.00	3,000.00
ANZ Business Account	37,794.96	13,145.39
ANZ Online Saver	90,844.86	85,642.12
	<u>131,639.82</u>	<u>101,787.51</u>
3 Trade and Other Receivables		
Current		
Cash Sales - To Be Banked	<u>5,964.15</u>	<u>-</u>
4 Inventories		
Current		
Stock on Hand	<u>10,135.00</u>	<u>9,347.88</u>
5 Property, Plant and Equipment		
Land and Buildings		
Buildings & Improvements	143,069.72	141,989.72
Total Land and Buildings	<u>143,069.72</u>	<u>141,989.72</u>
Furniture & Fixtures	6,403.41	6,403.41
Less: Accumulated Depreciation	(1,314.00)	(748.00)
	<u>5,089.41</u>	<u>5,655.41</u>
Sound and Light System	13,997.00	13,997.00
Less: Accumulated Depreciation	(5,599.40)	(4,199.40)
	<u>8,397.60</u>	<u>9,797.60</u>
Store Equipment	29,263.82	29,263.82
Less: Accumulated Depreciation	(9,747.80)	(6,821.80)
	<u>19,516.02</u>	<u>22,442.02</u>
Total Plant and Equipment	<u>33,003.03</u>	<u>37,895.03</u>
Total Property, Plant and Equipment	<u>176,072.75</u>	<u>179,884.75</u>

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2019

	2019 \$	2018 \$
<hr/>		
6 Accounts Payable and Other Payables		
Current		
Loans at Call		
BDOSFC - HFBC Lights	22,846.63	25,433.87
ATO Liabilities	1,355.00	1,794.00
Sundry Creditors	2,873.85	-
Trade Creditors	9,876.98	-
Unearned Revenue	-	1,243.00
	<hr/> 36,952.46 <hr/>	<hr/> 28,470.87 <hr/>

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

PROFIT AND LOSS STATEMENT
FOR THE YEAR ENDED 30 JUNE 2019

	2019 \$	2018 \$
SALES		
Bar Sales	172,227.31	163,283.81
LESS: COST OF GOODS SOLD		
Opening Stock	9,347.88	10,092.22
Purchases	72,808.66	66,717.73
Closing Stock	(10,135.00)	(9,347.88)
	72,021.54	67,462.07
GROSS PROFIT FROM TRADING	100,205.77	95,821.74
OTHER INCOME		
Interest Received	367.74	335.65
Sundry Income	4,845.47	7,313.84
	5,213.21	7,649.49
	105,418.98	103,471.23
EXPENSES		
Accounting & Audit Fees	1,731.00	1,950.00
Bank Merchant Fees	1,990.74	944.59
Cleaning	6,991.52	5,958.98
Depreciation	4,892.00	4,954.00
General Bar Expenses	6,214.02	3,470.97
IMPOS Fees	1,460.06	1,680.08
Insurance	7,807.08	4,934.01
Licences	1,156.84	1,658.05
Light & Power	20,557.45	19,356.66
Rent	7,007.04	7,007.04
Repairs & Maintenance	2,295.75	2,742.72
Subscriptions	641.42	590.85
Telephone & Internet	762.70	1,211.69
Water Rates	7,601.37	6,949.36
	71,108.99	63,409.00
Profit before income tax	34,309.99	40,062.23
Income tax expense	-	-
Profit after income tax	34,309.99	40,062.23

The accompanying notes form part of these financial statements.

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

PROFIT AND LOSS STATEMENT
FOR THE YEAR ENDED 30 JUNE 2019

	Note	2019 \$	2018 \$
Profit before income tax		34,309.99	40,062.23
Income tax expense		-	-
Profit after income tax		34,309.99	40,062.23
Retained earnings at the beginning of the financial year		262,549.27	222,487.04
Total available for appropriation		296,859.26	262,549.27
Dividend Paid		10,000.00	-
Retained earnings at the end of the financial year		286,859.26	262,549.27

The accompanying notes form part of these financial statements.

BRIGHTON SPORTS AND SOCIAL CLUB INCORPORATED
ABN 52 127 105 096

COMMITTEE'S DECLARATION

The committee has determined that the club is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The committee declares that:

1. The financial statements and notes are in accordance with the Corporations Act 2001 and:
 - (a) comply with Accounting Standards as stated in Note 1; and
 - (b) give a true and fair view of the association's financial position as at 30 June 2019 and of its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements.
2. In the committee's opinion, there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable.

PRESIDENT
Chairman:



Mr Steve Phillips, on behalf of the Brighton Sports and Social Club Committee

Dated this *TWELTH* day of *NOVEMBER*, *2019*.

Item No: **15.4**

Subject: **LOCAL AREA TRAFFIC MANAGEMENT STUDY - KING STREET AND KING GEORGE AVENUE – PROPOSED TRIAL**

Date: 10 December 2019

Written By: Traffic & Transport Technical Officer

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

At the 9 July 2019 Council Meeting, Council Motion C090719/1535, requested 'Administration investigate and report back to Council on options to improve traffic, parking and property access issues in King Street, Brighton, taking account of any proposals made for traffic and parking improvements around the McAuley Community School' which is opening in 2020.

Council Administration engaged AECOM to conduct a Local Area Traffic Management (LATM) Study of King Street and King George Avenue at Brighton. After receiving AECOM's Local Area Traffic Management Study draft, Administration held a meeting with King Street residents on Monday 25 November 2019 to update Brighton Ward Councillors and residents regarding the proposals contained in the draft Local Area Traffic Management Study.

The draft Local Area Traffic Management Study discussed a number of possible mitigation measures of varying complexity and levels of disruption. Due to the current uncertainty associated with the Brighton Road Hove Level Crossing Upgrade project, the recommended improvements were separated into projects either for immediate implementation; or for potential implementation in the longer-term subject to a review of future traffic patterns.

At the resident meeting, Council Administration proposed implementation of two of the recommended interventions which could be implemented on a trial basis in the short term prior to the opening of McAuley School – these being, the installation of road humps on King George Avenue adjacent McAuley School and the installation of No Left Turn signage on The Crescent at King Street and Alfreda Street.

Previous studies into traffic management and parking options around the new McAuley Community School identified a number of improvements, with the initial recommendation to upgrade the Colton Avenue Kiss and Drop zone with improved signage and teacher supervision at drop-off and pick-up times. Further improvements can be considered after the school has commenced operation and the actual traffic / parking behaviours are known.

RECOMMENDATIONS

- 1. Council approves the allocation of \$50,000 (ex GST) within the 2019/20 Capital Program for a 12-18 month trial installation of:**

- a) road cushions and street lighting upgrades on King George Avenue, between King Street and Wattle Avenue;
 - b) No Left Turn bans operating 7.30am-9.30am and 3pm-6pm Monday to Friday on The Crescent at Alfreda Street and King Street; and
 - c) Upgraded signage and improved parking arrangements for the Kiss and Drop zones in Colton Avenue adjacent to the new McAuley Community School.
2. That residents are notified of the proposed trial of road cushions and street light upgrades; installation of No Left Turn restrictions; and changes to parking and Kiss and Drop zones in Colton Avenue.
3. That Administration write to the Principal of the McAuley Community School:
- a) requesting close supervision of the Kiss and Drop zone in Colton Avenue to ensure free flow of vehicles;
 - b) seek support to write to the school community explaining how the Kiss and Drop operates and where convenient locations are for parents to park to walk children to school; and
 - c) suggesting that the school purchase the vacant SA Housing Authority land at the southern end of Colton Avenue as a parent carpark.
4. That Administration monitors the effectiveness of these traffic control and parking improvements throughout the trial period of 12-18 months.
-

COMMUNITY PLAN

Placemaking: Creating vibrant and safe places

Placemaking: Developing walkable connected neighbourhoods

Community: Building a healthy, active and resilient community

COUNCIL POLICY

Asset Management Policy

Community Consultation and Engagement Policy

STATUTORY PROVISIONS

Australian Standard 1742.13 Manual of uniform traffic control devices: Local area traffic management

Australian Standard 1158: Lighting for roads and public spaces

Austroroads Guide to Traffic Management Part 8: Local Area Traffic Management

DPTI Manual of Legal Responsibilities and Technical Requirements for Traffic Control Devices: Part 2: Code of Technical Requirements

Local Government Act 1999

BACKGROUND

At the 9 July 2019 Council Meeting, Council Motion C090719/1535, requested 'Administration investigate and report back to Council options to improve traffic, parking and property access issues in King Street, Brighton, taking account of any proposals made for traffic and parking improvements around the McAuley Community School' which is opening in 2020.

Numerous residents in the area have raised concerns with Council over several years regarding parking and access to their properties, particularly along the section of King Street between King George Avenue and The Crescent. These concerns are most likely related to traffic that typically travels along King George Avenue, either to access the nearby school on the Marymount/McAuley site (currently being redeveloped) or for longer-distance travel, apparently to avoid the current congestion on Brighton Road.

Council Administration engaged AECOM to conduct a Local Area Traffic Management (LATM) Study of King Street and King George Avenue at Brighton. Concurrently, AECOM are preparing an integrated Transport Strategy for City of Holdfast Bay and conducting an origin destination study of traffic on the local road network.

Administration received AECOM's Local Area Traffic Management Study draft and held a resident meeting on Monday 25 November 2019 to update Brighton Ward Councillors and residents regarding the proposals contained in the draft Local Area Traffic Management Study.

The draft Local Area Traffic Management Study analysed current vehicle movements through the Study Area shown in the image below bounded by Wattle Avenue, Esplanade, Jetty Road, The Crescent and Brighton Road. (Refer Figure 1)

There was a particular focus on vehicle movements on King George Avenue and King Street due to numerous concerns raised by residents in the past.

The draft Local Area Traffic Management Study report is attached in Attachment 1.

Refer Attachment 1

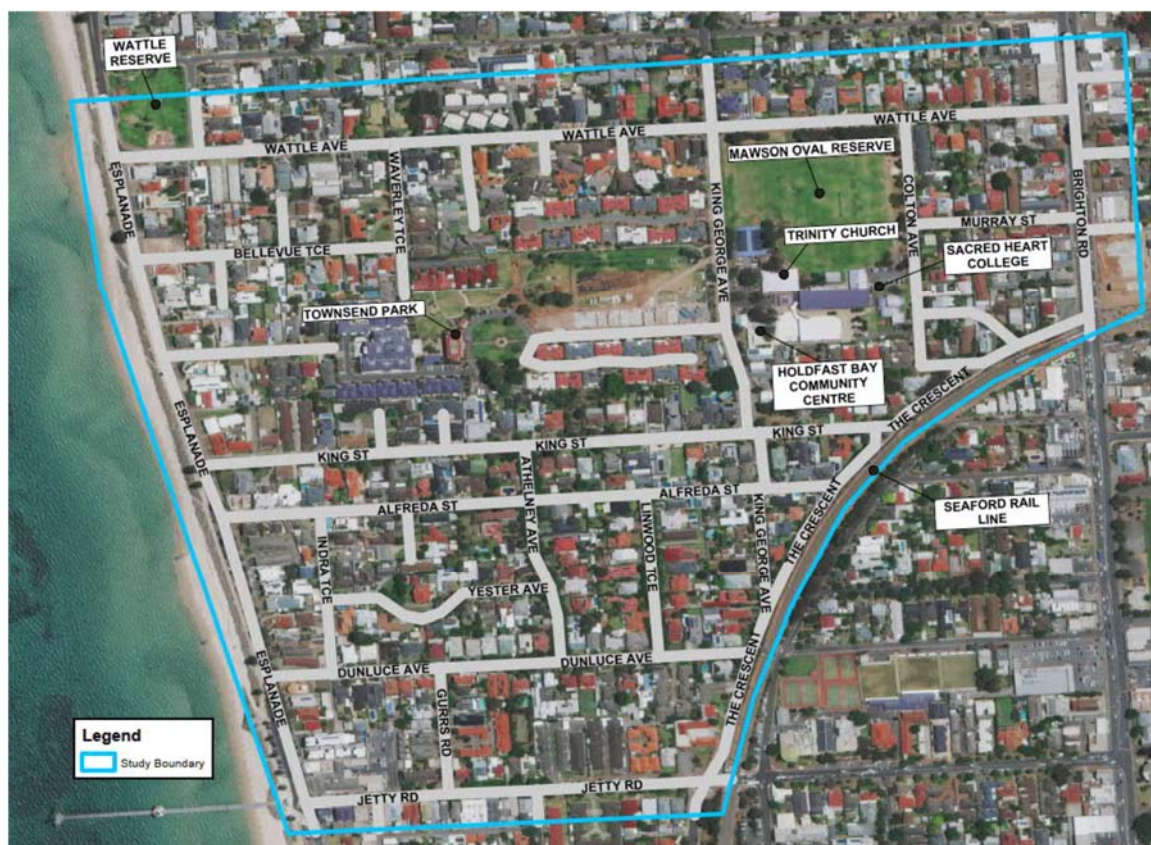


Figure 1 Study Area

The draft Local Area Traffic Management Study also considered the influence on traffic movement to/from the McAuley Community School, currently under construction and due to be opened in 2020. Additionally, the potential disruption caused by the Brighton Road Hove Level Crossing Upgrade project announced earlier in 2019 and set for completion by 2022 is also considered.

Areas of high conflict that were identified include the streets fronting the school site, the eastern end of King Street, and general access between the area and Brighton Road, with the Seaford rail line and coastal foreshore noted as significant geographical barriers.

Further analysis was conducted that considered the impacts of various traffic management options, exploring conversion of some roads to one-way traffic only and other restrictions. Based on these road network changes, traffic volumes obtained from Council's traffic count database were redistributed to consider the possible impacts of diverting traffic on other roads in the study area. Given the existing high traffic volumes experienced already on some streets, this analysis found that most options resulted in unacceptable conditions being transferred onto other roads.

To address the issues identified in the Local Area Traffic Management Study, the report discusses a number of proposed mitigation measures of varying complexity and levels of disruption. Due to the current uncertainty associated with the Brighton Road Hove Level Crossing Upgrade project, recommended interventions were separated into projects either for immediate implementation, or for potential implementation in the longer-term subject to a review of future traffic patterns.

Previous studies into traffic management and parking options around the new McAuley Community School identified a number of improvements, with the initial recommendation to upgrade the Colton Avenue Kiss and Drop zone with improved signage and teacher supervision at drop-off and pick-up times. Further improvements can be considered after the school has commenced operation and the actual traffic / parking behaviours are known.

Key interventions for immediate implementation trial included:

1. Install road humps/speed cushions on King George Avenue, Wattle Avenue and/or The Crescent.
2. Install a 'No Left Turn' restriction for northbound vehicles turning left from The Crescent into King Street, potentially restricted to peak times only and on an initial trial basis.
3. Upgrade the Colton Avenue Kiss and Drop zone with improved signage and teacher supervision at drop-off and pick-up times.

A sketch showing the proposed trial interventions is provided.

Refer Attachment 2

REPORT

On the basis of AECOM's recommendations, Council Administration is proposing the trial installation of road cushions on King George Avenue, between Wattle Avenue and King Street; and, the installation of a No Left Turn operating 7.30am-9.30am and 3pm-6pm Monday to Friday on The Crescent, at Alfreda Street and King Street.

Road Cushions

A road cushion is a form of road hump that occupies only a part of the roadway. It is designed to be more sympathetic to cyclists, buses, and commercial vehicles than a standard full-width road hump.

Road cushions are relatively low cost to install in comparison to other road humps or slow points. They are also relatively easy to remove after a trial; or, if future circumstances such as the Brighton Road Hove Level Crossing Upgrade project, require their removal.



Figure 2 Road Cushions

The function of a road cushion is to reduce vehicle speeds.

There is a School Zone on the portion of King George Avenue, between Wattle Avenue and King Street; therefore, a 25km/h traffic speed is in operation when children are present. There is also an Emu Crossing within the School Zone. Despite the presence of the School Zone, an 85th percentile vehicle speed of 62.6km/h has been recorded for northbound traffic on this portion of road. The installation of road cushions would assist with the reduction of speed at all times, not just when the School Zone is active.

Road cushions may also act a deterrent to through traffic. The installation of road cushions on King George Avenue, between Wattle Avenue and King Street, may also decrease the volume of traffic on this portion of road. In June 2017, when Marymount College was operating, the average daily two-way weekday traffic volume was recorded at 5,320 vehicles per day, with a morning peak hour volume of 768 vehicles and an afternoon peak hour volume of 731 vehicles.

As the installation of the road cushions may act as a deterrent to through traffic, their installation may result in traffic diverting to adjacent roads. Administration will monitor the effect of the installation on the speed and volume of traffic on King George Avenue and surrounding roads during the 12-18 month trial.

DPTI Manual of Legal Responsibilities and Technical Requirements for Traffic Controls Devices: Part 2: Code of Technical Requirements states that the first road cushion should be located within 50m of the start of the road and that spacing road cushions at 90m to 100m has been shown to produce a fairly uniform speed along the road.

DPTI Manual of Legal Responsibilities and Technical Requirements for Traffic Controls Devices: Part 2: Code of Technical Requirements states that 'road cushions shall be illuminated by street lighting.' Street lighting is therefore a mandatory requirement for the installation of road cushions and must meet the requirements of *AS 1158: Lighting for roads and public spaces*.

A preliminary assessment of potential road cushion locations has found that it is likely four road cushions will be required. At one of the road cushion locations, it is likely a new street light post will be required to meet the requirements of AS 1158. At the other three locations, it is likely new luminaries will be required to meet the requirements of AS 1158.

It should be noted that road cushions, as with other road humps, can generate additional noise when the wheels of vehicles traverse these devices which may impact the local amenity.

A risk associated with the installation of road cushions in King George Ave may be drivers diverting into the bicycle lanes present on both sides of King George Avenue to avoid driving over the road cushions.

Fortunately, this portion of King George Avenue is not a public bus route; however, the community bus accesses the Holdfast Bay Community Centre via this road, waste management vehicles access this road on a weekly basis and emergency services vehicles may occasionally need to access this road.

The design of the road cushions will need to consider access for cyclists, the community bus, emergency services vehicles, waste management vehicles and stormwater drainage; as well as to deter drivers avoiding the cushions by driving around them adjacent the kerb.

No Left Turn Signage

AECOM have recommended the installation of No Left Turn signage for northbound vehicles on The Crescent turning left into King Street. This would force vehicles wanting to travel northbound on King George Avenue (north of King Street) to turn left on The Crescent further south at King George Avenue, reducing conflicting traffic in King Street.

AECOM have recommended that the restriction operate initially only during weekdays at peak times. Council has reviewed traffic data and the peak hour traffic volumes on King Street, between King George Avenue and The Crescent, are 7.30am-9.30am and 3pm-6pm Monday to Friday. Cyclists would be exempted from this Left Turn ban.

As Alfreda Street, between King George Avenue and The Crescent, is recorded as having relatively low volumes of traffic, it is recommended that if the No Left Turn is also installed on The Crescent at Alfreda Street, to operate 7.30am-9.30am and 3pm-6pm Monday to Friday. This will deter drivers using this portion of Alfreda Street as a short cut to King George Avenue (north of King Street).

As with road cushions, the No Left Turn restrictions could also be initially installed on a trial basis, and either retained or removed following a review of their impact.

Risks Associated with No Left Turn Signage

Non-compliance with the No Left Turn signage may occur.

Northbound drivers may see traffic travelling southbound on The Crescent, continuing westbound into King Street, misleading drivers travelling northbound on The Crescent into copying this travel path.

The current layout of the intersection of The Crescent and King Street is such that there is a designated left and right turn lane for northbound traffic. Drivers that incorrectly store in the left turn lane when the No Left Turn is active may need to turn across the right turn lane to avoid the No Left Turn. If a car is in the right turn lane, this turning movement will be unsafe and may result in conflict. Drivers 'stuck' in the left turn lane, with either cars beside or behind them, may feel compelled to turn left and feel 'forced' into non-compliance with the No Left Turn.

Drivers may simply ignore the restriction and continue on their desire line and turn left into King Street. If many drivers choose to ignore the No Left Turn, this may result in copycat behaviour and high levels of compliance.

SA Police must be advised of the intention to install the No Left Turn signage and commit to the enforcement of this form of traffic control device. If SA Police issue fines, Council may receive negative feedback from the public. If high levels of non-compliance occur, especially due to driver confusion, SA Police may be reluctant to enforce the location.

There is also a reputational risk to Council if the No Left Turn attracts high levels of non-compliance, as the public may perceive Council should not have installed the signs in the first place. A similar example of non-compliance within Holdfast Bay was the installation of a No Right Turn from Jetty Road into Moseley Street at Glenelg which was subsequently removed due to non-compliance. Although this occurred many years ago, this is occasionally raised by the public today.

Advanced warning will need to be provided to drivers south of the intersection of King George Avenue and The Crescent that if they wish to travel north on King George Avenue, that they should turn left at this intersection and not proceed further north on The Crescent to Alfreda Street and King George Avenue where the No Left Turns apply. The only means of providing drivers with advanced warning is a sign, but this could easily be missed, especially by drivers unfamiliar with the area. This may lead to driver frustration and increased probability of non-compliance with the No Left Turn signage at Alfreda Street and King Street.

Traffic control devices should be installed in a uniform manner. As the No Left Turn applies only at peak times on weekdays, this is not consistent nor easy for drivers to anticipate and interpret, particularly for drivers unfamiliar with an area. Also No Left Turn signs are usually installed on arterial roads at side roads, on the approach to signalised intersections, to prevent drivers using local roads to bypass traffic lights. It is uncommon to encounter regulatory restrictions on local roads in the manner in which this installation is proposed on The Crescent.

Drivers who comply with the No Left Turn signage at King Street, may continue northbound on The Crescent toward Brighton Road. However, it would be undesirable for them to turn left onto Colton Avenue as this will add to congestion of the kiss and drop zone associated with McAuley Community School.

Once regular northbound drivers on The Crescent understand to the change in traffic conditions and realise left turns at Alfreda Street and King Street are banned at peak times, they may alter their behaviour and chose alternative routes. The alternative, compliant routes to travel north are Jetty Road, Esplanade and Wattle Avenue; or, turning left on The Crescent at Dunluce Avenue, Colton Avenue, or preferably continuing along the Crescent to Brighton Road and leaving the local road network.

Council Resolution C090719/1535 1(c) requests Administration investigate possible impacts on Dunluce Avenue. There may be an increase in the volume of traffic on Dunluce Avenue as result of the No Left Turn installation. An increase in traffic volume would be undesirable especially considering Dunluce Avenue is only 7.1m wide with parking on both sides of the road and is only able to accommodate two-way traffic via one traffic lane.

The installation of the No Left Turn signage will result in an increase in traffic travelling north on King George Avenue, between The Crescent and King Street. Based on previous traffic data collected in 2018 when Marymount College was operational, Administration estimates that the increase may be approximately 200 vehicles per hour at the morning peak hour and 50 vehicles per hour at the afternoon peak hour. With the opening of McAuley School these estimates could increase. There is a risk that residents on this portion of King George Avenue will view the increase in traffic volumes as unacceptable.

Resident Notification

Given the recommendation is to design and install road cushions, No Left Turn signage and upgrades to the Kiss and Drop zone in Colton Avenue prior to the opening of McAuley Community School at the end of January 2020, timeframes are extremely tight for full consultation of residents, the School and other stakeholders. It is also likely many residents will be on holidays across the December and January period. As such, the proposed methodology is to notify all residents and stakeholders within the Local Area Traffic Management Study area, via a hand delivered letter, prior to the installation of the traffic control devices.

Advanced warning of the change in road conditions will also be provided through the use of static traffic signs, Council's Variable Message sign, social media and an advert in The Messenger.

BUDGET

The estimated budget for the trial installation of road cushions and associated street lighting is provided in the Table 1 below.

ITEM	ESTIMATED COST (ex GST)
Design & Traffic Impact Statement	\$3,000
Road Cushion Supply at 4 Locations	\$15,000
Road Cushion Installation (including traffic management)	\$9,000
Road Hump Signage Supply & Install	\$3,000
Lighting Assessment	\$3,000

Street Lighting Installation & Lighting Upgrade	\$11,000
Notification	\$1,000
Total	\$45,000

Table 1 Road Cushion Estimated Cost

If Council endorses the installation of road cushions \$46,000 (ex GST) will be need to be allocated within the 2019/20 Capital Works budget.

The estimated budget for the trial installation of No Left Turn signage at King Street and Alfreda Street is provided in Table 2 below:

ITEM	ESTIMATED COST (ex GST)
Design & Traffic Impact Statement	\$2,000
Signage	\$1,000
Notification	\$1,000
Total	\$4,000

Table 2 No Left Turn Estimated Cost

If Council endorses the installation of the No Left Turn signage, \$4,000 (ex GST) will be need to be allocated within the 2019/20 Capital Works budget.

The estimated cost of signage and line marking changes at Colton Avenue Kiss and Drop Zone is \$1,000.

The total estimated costs for trial works is therefore \$50,000 (ex GST).

LIFE CYCLE COSTS

Ongoing maintenance of line marking and signage will be funded from the respective Traffic & Transport maintenance budgets.

Ongoing maintenance of road cushions will be funded from Traffic Control Device maintenance budget.

Attachment 1



Local Area Traffic Management Study

King Street and King George Avenue



Local Area Traffic Management Study

King Street and King George Avenue

Client: City of Holdfast Bay

ABN: 62 551 270 492

Prepared by

AECOM Australia Pty Ltd

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21-Nov-2019

Job No.: 60585621

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Quality Information

Document Local Area Traffic Management Study
60585621

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work area\4.4 king street latm\report\60585621-rp-ci-0001_b holdfast bay
latm_191121.docx

Date 21-Nov-2019

Prepared by Joshua Ware, Ashlee Ferencz and Brett Williams

Reviewed by Frank Jaskiewicz

Revision History



Rev	Revision Date	Details	Authorised	
			Name/Position	Signature
A	02-Oct-2019	Draft Report	Kylie Schmidt Team Leader – Civil Infrastructure	
B	21-Nov-2019	Final Issue	Kylie Schmidt Team Leader – Civil Infrastructure	

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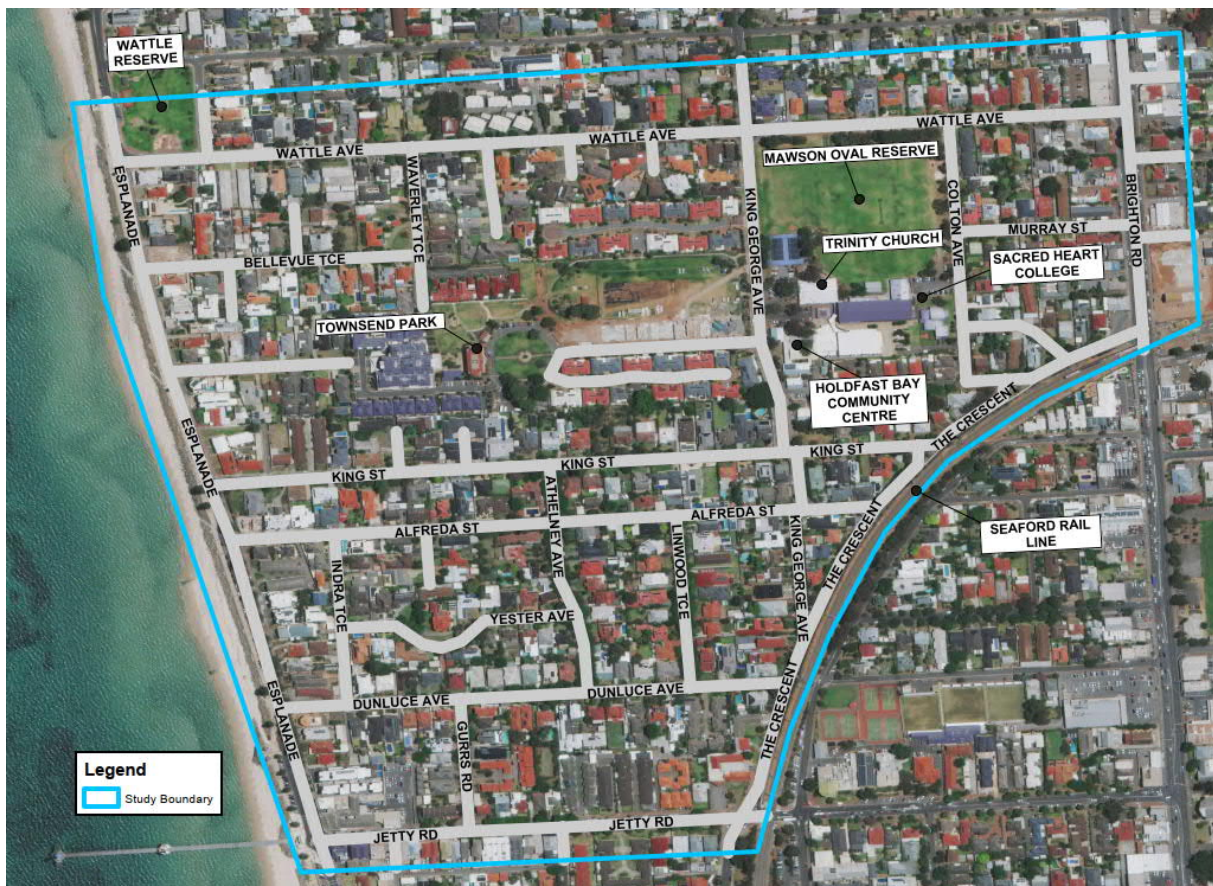
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Executive Summary

Following numerous concerns raised by residents the City of Holdfast Bay has committed to the investigation of options to improve traffic, parking and property access issue on King Street, Hove/Brighton and its surrounding area.

The Local Area Traffic Management (LATM) Study for King Street and King George Avenue has been prepared to investigate these issues as a pilot project as recommended in the City of Holdfast Bay's Integrated Transport Strategy project, which is currently in progress. With a focus on the area indicated in the image below, the LATM Study analyses current vehicle movements through the area and their impacts on the safety and amenity of pedestrians, cyclists and local residents.



The study considers the influence on traffic movement patterns of the McAuley Community School, currently under construction in 2019 to be opened in 2020, and formerly operating as Marymount College middle school until its closure at the end of 2018. Additionally, the potential disruption caused by the Brighton Road Level Crossing Upgrade project announced earlier in 2019 and set for completion by 2022 is also considered.

An assessment of existing conditions reveals that high traffic volumes are observed on a number of local residential streets, indicating that a significant number of motorists may be diverting through the local road network to avoid congestion on Brighton Road. Vehicle speeds are generally compliant with posted speed limits, although may be excessive for vulnerable road users such as pedestrians and cyclists. Analysis of road crash data shows a concentration of crashes on Brighton Road, Jetty Road and the Esplanade within the study area.

The study also reports on the study area's pedestrian and cyclist facilities, public transport provision and on-street parking restrictions. Areas of high conflict that were identified include the streets fronting the school site, the eastern end of King Street, and general access between the area and Brighton Road, with the Seaford rail line and coastal foreshore noted as significant geographical barriers.

A review of previous intervention proposals at the intersection of King George Avenue and King Street explored by Council was also conducted. The clear intent of each proposal was to reduce vehicle conflicts in the eastern section of King Street by encouraging motorists travelling south to travel east on King Street and onto The Crescent, and conversely discourage northbound motorists from using this same section of King Street. Whilst none of the intervention options received broad support from surrounding residents, there could be merit in further exploring some of the proposals once the road network impacts of the Brighton Road Level Crossing Upgrade project are understood.

Further analysis was conducted that considered the impacts of various traffic management options, exploring conversion of some roads to one-way traffic only and other restrictions. Based on these road network changes, traffic volumes obtained from Council's traffic count database were redistributed to consider the possible impacts of diverting traffic on other roads in the study area. Given the existing high traffic volumes experienced already on some streets, this analysis found that most options resulted in unacceptable conditions being transferred onto other roads. Options with the least impact included restricting King George Avenue to southbound traffic only between Wattle Avenue and King Street or restricting Colton Avenue to northbound traffic only for its full length.

An assessment that tested the installation of traffic signals on Brighton Road at its intersection with Wattle Avenue and Dunrobin Road was also undertaken. The provision of traffic signals could potentially improve accessibility into and out of the area west of Brighton Road, which currently has limited options for turning right out of the area onto Brighton Road at existing traffic signals. Route bus services on Wattle Avenue and Dunrobin Road would also benefit from improved accessibility when turning right onto Brighton Road. Whilst the traffic modelling assessment was preliminary in nature, the analysis showed that the strong traffic flows on Brighton Road during peak times are sensitive to any additional disruption caused by introducing a new set of traffic signals, as the staggered alignment of Wattle Avenue and Dunrobin Road is not ideal. Despite this preliminary finding, there would be benefits in exploring this proposal further in conjunction with the Brighton Road Level Crossing Upgrade project.

To address the issues identified in the LATM study, the report discusses a number of proposed mitigation measures of varying complexity and levels of disruption. Due to the current uncertainty associated with the opening of the new McAuley Community School along with the Brighton Road Level Crossing Upgrade project, recommended interventions were separated into projects either for immediate implementation, or for potential implementation in the longer-term subject to a review of future traffic patterns.

Key interventions for immediate implementation included:

- Install a 'No Left Turn' restriction for northbound vehicles turning left from The Crescent into King Street, potentially restricted to peak times only and on an initial trial basis.
- Mark a road dividing line along the full length of Wattle Avenue.
- Liaise with McAuley Community School to encourage and promote walking and cycling travel options for families of students who live in close proximity to the school.
- Amend linemarking in Jetty Road (Brighton) to reduce travel lane widths and improve safety for pedestrians by reducing road crossing distance.
- Install road humps / speed cushions on King George Avenue, Wattle Avenue and/or The Crescent.
- Install additional indented parking bays on both school frontages to accommodate extra 'kiss and drop' zones and on-street parking, including converting Colton Avenue to one-way traffic northbound only.
- Implement area-wide reduction in posted speed limit.

1.0 Introduction

1.1 Project background

At the Ordinary Meeting of Council held on Tuesday 9 July 2019, a motion was raised and carried to investigate and report back to Council options to improve traffic, parking and property access issues on King Street, Hove/Brighton and its surrounding area.

Numerous residents in the area have raised concerns to Council over several years regarding parking and access to their properties, particularly along the section of King Street between King George Avenue and The Crescent. These concerns are most likely related to traffic that typically travels along King George Avenue, either to access the nearby school on the Marymount/McAuley site (currently being redeveloped) or for longer-distance travel, apparently to avoid the current congestion on Brighton Road.

This Local Area Traffic Management (LATM) study will enable Council and the community to better understand existing traffic patterns and the nature of traffic that moves through the area.

1.2 Study area

The LATM study area in which investigations have been based is provided in Figure 1.



Figure 1 Study area

The boundaries of the study area allow for the broader analysis of road vehicle trips either travelling to or from origins/destinations within the study area or travelling directly through the area between Wattle Avenue and Jetty Road (Brighton). The western foreshore and Seaford Rail line provide impermeable barriers to contain vehicle movements in the area, with Brighton Road also acting as a significant barrier to access and movement. The study area therefore provides a well-defined boundary to investigate the current movement of vehicles impacting the intersection of King George Avenue and

King Street and surrounds. It ensures that the effects of any interventions that may result in the redistribution of traffic movement can be assessed to address any new problems that may be created on other parts of the local network.

The study area includes a school site which generates significant traffic during concentrated periods around the start and end of school days. The site is currently being redeveloped and is not operating as a school in 2019. Up until 2018 it was a middle school known as Marymount College providing education for years six to nine, and all existing traffic data up until the end of 2018 reflects this use. In 2020 the site will operate as McAuley Community School and cater for students in reception to year six.

Townsend Park Retirement Village is also located within the study area, with its primary access located on King George Avenue and a secondary, gated access available via Smith Avenue and the Esplanade.

1.3 Project objectives

This study is aimed at undertaking the following:

- Investigate options for suitable traffic control devices to deter traffic from travelling along King George Avenue, south of the roundabout on Wattle Avenue.
- Alternatively, investigate options for suitable traffic control devices to deter traffic travelling along King George Avenue between Whyte Street and Wattle Avenue.
- Investigate options for suitable traffic control devices to deter traffic accessing King George Avenue or King Street via The Crescent north of Jetty Road, whilst maintaining access for residents and the McAuley Community School (opening in 2020).
- Consider applying one-way traffic direction arrangements on the local road network, including:
 - Converting Colton Avenue to one-way northbound traffic flow only
 - Reversible one-way tidal flow on King George Avenue
 - A circuitous one-way arrangement around the block that includes King Street, The Crescent, Alfreda Street and King George Avenue
- Ensure that any adverse traffic impacts caused by any proposed interventions are limited on Dunluce Avenue and Alfreda Street in particular, along with the wider local road network.
- Determine the feasibility of installing traffic signals on Brighton Road at its staggered priority intersection with Wattle Avenue and Dunrobin Road.
- Consider the Brighton Road Level Crossing Upgrade project, which aims to grade separate the Seaford Rail line and Brighton Road by 2022, with major construction to commence in 2021.

1.4 Report outline

This report is structured as follows:

- Existing conditions (Section 2.0)
- Review of recent intervention proposals (Section 3.0)
- Road capacity analysis (Section 4.0)
- Brighton Road, Wattle Avenue and Dunrobin Road traffic signals (Section 5.0)
- Proposed mitigation measures (Section 6.0)

2.0 Existing conditions

2.1 Data collection

The existing conditions assessment has been produced through the compilation of information from the following:

- Review of client provided information
- Desktop study
- Site investigations
- Draft Integrated Transport Strategy (ITS)

On-site investigation of the study area was undertaken by Brett Williams (Senior Traffic Engineer) and Joshua Ware (Civil Engineer) on the morning of Tuesday, 27 August 2019. The purpose of the visit was to inspect local road features, measure road carriageway widths and observe the movement and behaviour of pedestrians, cyclists and vehicles through the area.

2.2 Existing road network

2.2.1 Traffic volumes

Traffic volume data relating to the study area has been gathered in accordance with the following:

- Brighton Road – Estimated average daily traffic volume data is readily available online and has been obtained from Data SA. Detailed intersection turning movement count data at key intersections along Brighton Road has also been provided by DPTI, which is used to inform the estimated daily traffic volumes.
- Local road network – Average daily traffic volume data has been gathered through historic traffic counts undertaken by Council between 2011 and 2018. This information was provided during the development of the draft ITS for the City of Holdfast Bay and while not complete, provides an appreciation of traffic volumes on numerous local roads within the study area. Average daily traffic volumes provided as part of this project brief have been incorporated to complement this data where applicable.

Traffic volumes across the study area are shown in Table 1 and Figure 2.

Table 1 Two-way traffic volume data within study area

Road & Location	AM Peak Hour Volume	PM Peak Hour Volume	Average Daily (Weekday) Volume	Survey Date
Alfreda Street, west of The Crescent	43	35	308	May 2013
Alfreda Street, east of The Esplanade	24	28	262	July 2017
Athenley Ave, south of Alfreda St	23	20	184	Aug 2016
Brighton Road, north of The Crescent	3,298	3,223	41,200	Sep 2018
Colton Ave, south of Wattle Ave	164	104	745	Nov 2016
Colton Ave, north of The Crescent	173	79	728	Jun 2017
Dunluce Ave, west of The Crescent	34	42	465	May 2016
Dunrobin Ave, east of Brighton Rd*	178	209	2,417	Feb 2016
Esplanade, south of Bindarra Rd	649	521	4,605	Jun 2018
<i>Esplanade, north of Jetty Rd</i>	<i>846</i>	<i>679</i>	<i>6,000</i>	<i>estimated</i>
Jetty Road, east of The Crescent†	865	1,336	10,602	Nov 2018
King George Ave, north of King St	768	731	5,320	Jun 2017
King George Ave, south of King St	263	234	1,926	Jun 2017
King George Ave, north of The Crescent	240	214	1,793	May 2013
King George Ave, north of Downing St‡	983	892	6,605	Aug 2017
King Street, west of The Crescent	355	437	2,902	June 2018
King Street, west of King George Ave	142	105	536	June 2018
Linwood Terrace, south of Alfreda St	12	13	58	Dec 2016
The Crescent, west of Brighton Rd	336	190	1,800	Sep 2018
The Crescent, north of King St	249	161	1,499	Sep 2011
The Crescent, south of King St	562	525	3,835	June 2017
The Crescent, south of King George Ave	712	534	4,602	Sep 2011
Wattle Ave, west of King George Ave	448	300	2,900	Jun 2017
Wattle Ave, east of King George Ave	275	220	2,270	Jun 2017

* This site is located outside of study area, however has been provided due to its potential interaction with the intersection of Brighton Road and Wattle Avenue

† Traffic volumes reported for Jetty Road are concentrated at the rail level crossing, which also carries traffic from the nearby intersections of The Crescent, Cedar Avenue, Torr Avenue and Commercial Road. Volumes to the west of The Crescent are likely to be significantly lower than those reported in the above table.

‡ This site is located outside of the study area, however has been provided to show the high traffic volumes on King George Avenue north of Wattle Avenue



Figure 2 Traffic volumes

These traffic volumes provide the following key insights into the operation of the local network prior to 2019, when the school site was operating as Marymount College middle school:

- King George Avenue, north of King Street, is a local distributor route facilitating movements between Brighton and Glenelg. The Crescent, particularly south of King George Avenue, could also be considered a local distributor route, providing connectivity between Jetty Road (Brighton) and the local network.
- The road hierarchy on King George Avenue between King Street and The Crescent is not well defined. The disjointed road alignment at the southern end of King George Avenue, including staggered intersections and east-west priority given to King Street and Alfreda Street, does not provide a clear route for north-south movements and allows traffic to filter into the local network.
- Typically, on weekdays there is a northbound traffic flow from Jetty Road via The Crescent to King George Avenue in the morning peak hour, and a reciprocal southbound traffic flow from King George Avenue to Jetty Road via The Crescent in the afternoon/evening peak hour.
- When travelling southbound on King George Avenue, motorists are more inclined to access The Crescent by turning left at King Street, rather than continuing straight ahead on King George Avenue.
- The volume of traffic on King George Avenue, Jetty Road, The Crescent and the Esplanade indicates potential instances of rat-running to avoid the arterial road network (i.e. Brighton Road).
- Traffic flows on Colton Avenue are predominantly northbound to facilitate the drop-off and pick-up of school children. Based on these movements, there is a proposal for Colton Avenue to be

converted to a one-way street. In the case this proposal is adopted, it is likely that traffic movement on Colton Avenue would be one-way northbound.

As the school site is currently under redevelopment and not operational until 2020, 2019 weekday traffic volumes would be considerably lower on many of the school's surrounding streets.

2.2.2 Vehicle speeds

In addition to traffic volumes, the traffic data collected by Council also includes vehicle speeds by direction. These are shown in Figure 3, with each road colour-coded based on the direction with the highest observed speeds.



Figure 3 Vehicle speeds

As the driving behaviour of motorists is variable, it is common to report the '85th percentile' vehicle speeds. The 85th percentile figure is based on comparing all recorded vehicle movements and is the speed at which 85 percent of traffic travels below, with 15 percent of vehicles travelling at greater speeds.

The results indicate relatively good compliance with the existing 50 km/h posted speed limit on local roads. Some results are concerning however, including:

- Northbound vehicles on King George Avenue, north of King Street
- Southbound vehicles on Colton Avenue
- Westbound vehicles on Wattle Avenue, east of King George Avenue

Whilst motorists tend to prefer to drive at the highest speeds possible, road safety research indicates that the probability of pedestrians surviving impacts with moving vehicles significantly reduces as vehicle speeds increase beyond 40 km/h. Although the reported vehicle speeds within the study area show that most drivers are complying with the 50 km/h posted speed limit, the environment could still be safer for pedestrians and cyclists.

2.2.3 Road hierarchy

To describe the functions of each transport corridor for which the State Government is responsible, DPTI has developed *A Functional Hierarchy for South Australia's Land Transport Network*. This document identifies the roles performed by individual corridors in achieving the broader goals and targets identified in the *Strategic Infrastructure Plan for South Australia*, the *Planning Strategy for South Australia* (including the *30-Year Plan for Greater Adelaide*) and *South Australia's Strategic Plan* (DPTI, 2013).

The result of this document as previously identified as part of the City of Holdfast Bay Integrated Transport Strategy, are summarised in Table 2.

Table 2 Functional hierarchy for State arterial roads in the City of Holdfast Bay

Functional hierarchy	Example
Public transport corridors	<p>Dedicated corridor Seaford to Adelaide train line, Glenelg to Adelaide tram line</p> <p>High frequency corridor Brighton Road (between Anzac Highway and Dunrobin Road), Dunrobin Road</p> <p>Standard frequency corridor (go zone) Anzac Highway, Tapleys Hill Road, Sturt Road, Brighton Road (south of Sturt Road)</p>
Cycling routes	<p>Major cycling route Brighton Road, Tapleys Hill Road, Anzac Highway, Oaklands Road, Sturt Road, Seacombe Road</p> <p>Cycling route (local road) Various north-south oriented local roads east of Brighton Road, Cliff Street, Military Road, Adelphi Terrace</p> <p>Greenway Foreshore esplanade, Seaford to Adelaide train line, Glenelg to Adelaide tram line</p> <p>Passenger rail Seaford to Adelaide train line, Glenelg to Adelaide tram line</p>
Pedestrian access	<p>Local pedestrian area Jetty Road (Glenelg), Anzac Highway (West of Tapleys Hill Road)</p>
Major traffic routes	Brighton Road, Tapleys Hill Road, Anzac Highway (East of Tapleys Hill Road), Diagonal Road
Freight routes	Anzac Highway (East of Tapleys Hill Road), Tapleys Hills Road
Peak hour routes	Not applicable to City of Holdfast Bay
Tourist routes	Not applicable to City of Holdfast Bay
Key outback routes	Not applicable to City of Holdfast Bay

To further develop this hierarchy and provide a finer grain of classification than the already established DPTI hierarchy, an additional functional hierarchy analysis has been undertaken, considering all State and Council owned roads within the City. By analysing traffic volumes and adjacent land uses, all roads have been categorised based on both their transport and placemaking roles. These categories include:

- **Local streets:** These are primarily local residential streets that facilitate local access for local movements. Residential parking commonly occurs along these streets, and they provide a safe environment for cyclists and pedestrians.
- **Neighbourhood streets:** These streets primarily have a linking and connecting role and carry more traffic than a local street.
- **Community gathering streets:** These streets serve a dual purpose as a traffic thoroughfare, and public space. While they must provide basic traffic functionality, they must also cater to large concentrations of pedestrians (i.e. as with shopping precincts or schools).
- **Secondary connectors:** These streets are strategically located to distribute vehicles between the primary arterials and neighbourhood streets. In the case of Holdfast Bay, these streets also provide vital crossings at geographical barriers such as rail lines and waterways.
- **Primary arterial roads:** These roads generally make a significant contribution to social and economic wellbeing and form connections between regionally significant places, industries, ports or airports. These roads are typically wider than other streets, and as a result, can be perceived as community barriers.

The overall resultant functional hierarchy is illustrated in Figure 4.



Figure 4 Road hierarchy

2.2.5 Carriageway widths

Carriageway widths within the study area are shown in Figure 5 and vary between 4.5 m and 17.5 m. Dimensions typically consider the kerb-to-kerb width of carriageways which includes parallel kerbside parking (where room permits), however on the Esplanade the reported width only considers the travel lanes, as room provided for on-road parking is variable along its length through the study area.

Based on this assessment, the following insights have been observed:

- Carriageway widths assist in clearly defining King George Avenue and The Crescent as key distributor roads. However, the linkages between these roads have not been designed with the same functionality and hence, there is clear discontinuity in the network.
- Despite following key connecting routes, it can be difficult for motorists to exit the local network onto Brighton Road, especially when needing to turn right during peak times.
- Based on carriageway widths, it would be undesirable to divert traffic from King George Avenue or The Crescent onto Dunluce Avenue, Alfreda Street or King Street.



Figure 5 Carriageway widths (in metres)

2.2.6 Traffic calming devices

A number of traffic calming devices are provided within the study area with a focus on changing driver behaviour. The purpose of these devices is to improve amenity, liveability and safety for all road users by reducing traffic volumes and speeds. Traffic calming devices featured within the study area are summarised below and shown in Figure 6.



Figure 6 Existing traffic calming devices

- Road humps – defined by their raised, curved profile extending across the roadway, are provided at regular intervals along the Esplanade to control traffic volumes and speeds.
- Roundabouts – effective at reducing vehicle conflict points and vehicle speeds at an intersection. Two roundabouts are located within the study area: at the intersection of the Esplanade and Jetty Road (Brighton); and at the intersection of King George Avenue and Wattle Avenue.
- Speed limit signs – used to indicate to drivers the maximum legal vehicle speed permitted under normal driving conditions. Speed limits are enforceable across the study area and are limited to the following:
 - 60 km/h – Brighton Road
 - 50 km/h – Local road network (typical)
 - 40 km/h – Jetty Road (Brighton) (western end)

- School zones – a sign-posted section of road in the vicinity of a school, in which reduced speed limits (25 km/h) are applied when a child is present. School zones are in place within the study area at the entrances to the new McAuley School along King George Avenue, Wattle Avenue, Murray Street, Townsend Avenue and Colton Avenue. Zig-zag markings are also provided at these locations to improve the awareness of a driver approaching a school zone.
- Stop signs – used to assign priority at an intersection and are provided on King George Avenue on its approaches to King Street and Alfreda Street, and on The Crescent on its approaches to King Street and Jetty Road (Brighton).
- Give way signs – provided on the approaches at both roundabouts and at the intersections of The Crescent and King George Avenue, and The Crescent and Colton Avenue. An additional give-way sign is provided on the southbound approach at the intersection of Wattle Avenue and the Esplanade. The configuration of this intersection assigns priority to motorists travelling between Wattle Avenue and the southern leg of the Esplanade.
- Pedestrian crossings – school pedestrian crossings (known as ‘emu crossings’) are provided on King George Avenue, Wattle Avenue and Colton Avenue which are operational when ‘Children Crossing’ flags are displayed to improve pedestrian safety, particularly for children entering and exiting the McAuley School site. A wombat crossing (full-time raised pedestrian crossing) is also provided on the southbound approach at the intersection of the Esplanade and Wattle Avenue.
- Traffic signals – a single set of traffic signals are provided within the study area at the intersection of the Crescent and Brighton Road, immediately north of the rail level crossing. These signals control right-in movements from Brighton Road and left-out movements from The Crescent. Right turns out of The Crescent are not permitted at this intersection.
- Turn bans – typically limited to right-turns, as these manoeuvres require vehicles to negotiate the highest level of conflicts. Right turns are banned from Brighton Road into both Wattle Avenue and Dunrobin Road from 7:30 to 9:30 am and 3:00 to 6:00 pm Monday to Friday, with buses excepted from this restriction.
- Spoon drains – while not a formal traffic calming device, spoon drains encourage motorists to slow their speed while traversing the drain. Provided as part of the surface-level drainage system, spoon drains are located in two locations along King George Avenue within the study area, on the south side of Alfreda Street and on the south side of King Street. Both of these spoon drains are located where northbound vehicles are controlled by a stop sign, however southbound vehicles can freely drive through these spoon drains and are therefore required to slow to an appropriate speed. While not within the specified study area, spoon drains also exist at two other locations along King George Avenue north of Wattle Avenue, even though the traffic traversing these devices has priority. As they are not a prescribed traffic-calming device, spoon drains often have ‘Dip’ warning signs provided in advance, however visible damage to the pavement surface indicates that many vehicles negotiate these devices at excessive speed.

This assessment has led to the following observations:

- The majority of traffic calming devices appear to have been positioned on collector roads in an attempt to improve safety and reduce traffic volumes along these streets.
- The discontinuity in the alignment of King George Avenue, south of King Street, in conjunction with the placement of stop signs and spoon drains, are potential contributing factors to the traffic volumes on King Street, east of King George Avenue.
- There are no traffic control devices to deter southbound motorists to continue along King George Avenue south of Wattle Avenue.
- The carriageway width of Jetty Road (Brighton) is of generous proportions for both through traffic and to kerbside parking, however it may be considered slightly excessive for a community-gathering street due to the need for pedestrians to cross a wider expanse of road whilst being exposed to moving traffic.
- The intersection of Wattle Avenue and Brighton Road is currently uncontrolled and, based on existing traffic volumes, right turns onto Brighton Road from Wattle Avenue are likely to be

challenging especially during peak periods. While right turns onto Brighton Road are permitted at a number of locations, drivers prefer to make this movement with assistance from traffic signals. However, the nearest signalised intersections allowing this movement are located approximately 1.5 km north and 750 m south, at Whyte Street and Jetty Road (Brighton), respectively.

The roundabout at the intersection of King George Avenue and Wattle Avenue is of particular interest. While installed to reduce vehicle conflict points and speeds, this roundabout may pose some challenges for pedestrians and cyclists. Upon physical inspection of the intersection, the boundary fence on the north-eastern corner of the intersection obstructs the ability for pedestrians to observe oncoming vehicles travelling southbound on King George Avenue (Figure 7).

This roundabout is also commonly used by multiple conflicting users, including buses (both large-rigid and articulated), cyclists and pedestrians (refer Section 2.3. and Section 2.4). In Australia, roundabout designs have typically favoured tangential entries, which allows for increased traffic capacity and smoother vehicle operation. However, this can be detrimental to the safety and amenity of both cyclists and pedestrians, as the tangential design often allows vehicles to maintain higher speeds for left turns and through movements.



Figure 7 Roundabout at intersection of King George Avenue and Wattle Avenue (looking north-west)

2.2.7 Crash history analysis

Crash data obtained from DPTI indicates there were a total of 75 crashes within the study area during the five-year period between 2014 to 2018 (inclusive), resulting in 24 casualties. The following key insights were determined from the crash data analysis:

- Of the 75 crashes, 37 were recorded at intersections, while the remaining 38 crashes were recorded mid-block.
- Twenty-four crashes occurred along Brighton Road. The remaining 51 crashes occurred within the local road network, with the intersection of Jetty Road (Brighton) and The Crescent being noted as a particularly notorious location for incidents within the local road network (11 crashes).
- Two crashes were recorded at the intersection of King Street and King George Avenue. An additional 6 crashes occurred on either King Street or King George Avenue.
- Two crashes involved hitting a pedestrian. These incidents occurred on Brighton Road (between Macpherson Street and The Crescent) and Jetty Road (Brighton) (at the intersection of the Esplanade).
- A total of 12 crashes involved a cyclist. The locations of these crashes are unknown.

Figure 8 identifies each crash location within the study area, while Table 3 provides greater detail on the crashes which occurred on either King Street or King George Avenue.

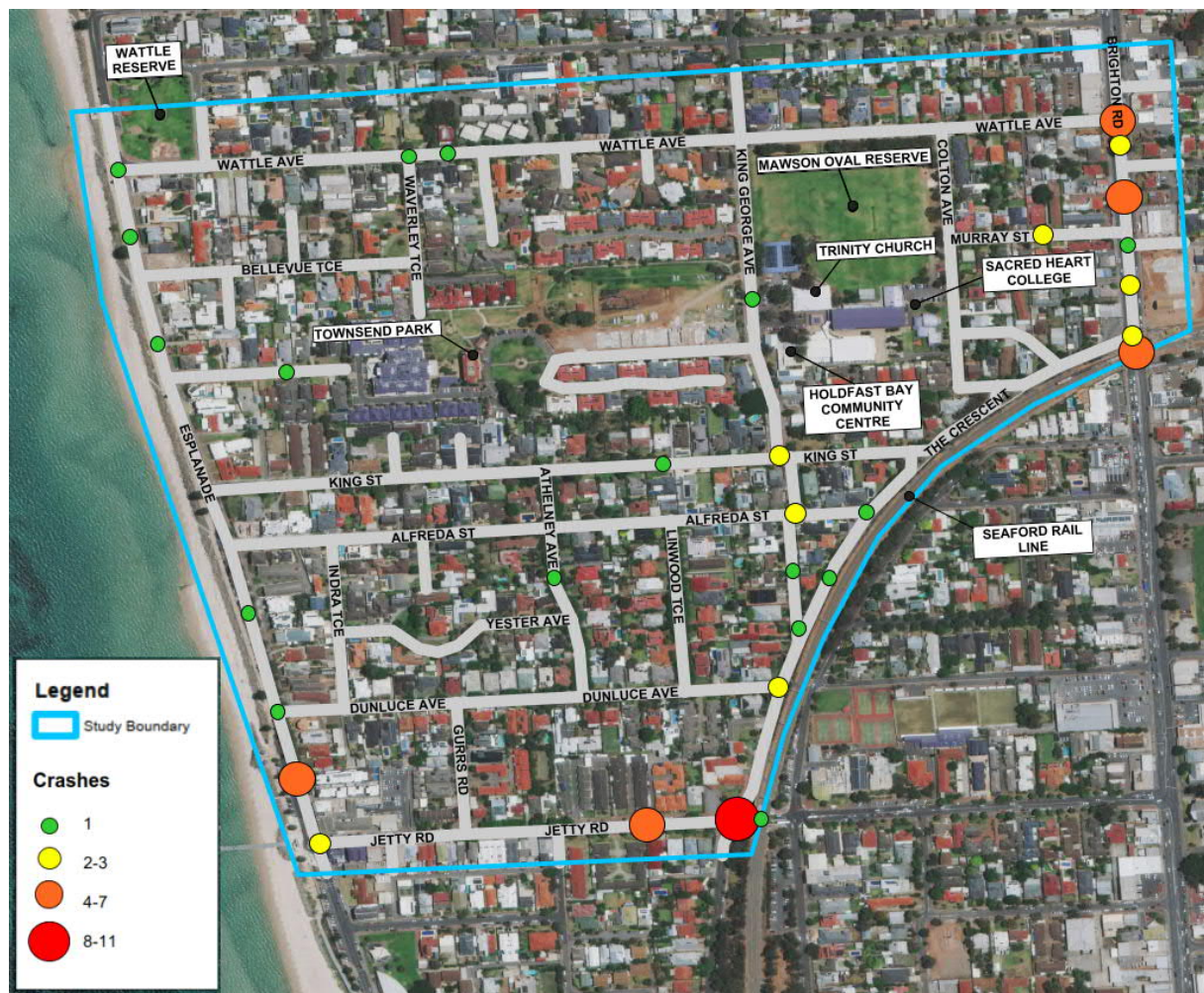


Figure 8 Crash locations within study area (2014 – 2018)

Table 3 Summary of crashes along King Street and King George Avenue

Location	Crash type	Casualties	Error	Traffic signal
Intersection of King Street and King George Avenue	Rear end	0 – Property damage only	Follow too closely	Stop sign
Intersection of King Street and King George Avenue	Rear end	1 - Injury	Inattention	Stop sign
King Street (between King George Avenue and Athelney Avenue)	Hit Parked Vehicle	0 – Property damage only	Inattention	No control
King George Avenue (intersection with Alfreda Street)	Rear End	1 - Injury	Disobey – stop sign	Stop sign
King George Avenue (intersection with Alfreda Street)	Rear End	0 – Property damage only	Disobey – stop sign	Stop sign
King George Avenue (between The Crescent and Alfreda Street)	Hit Parked Vehicle	0 – Property damage only	Inattention	No control
King George Avenue (between Wattle Avenue and King Street)	Rear End	0 – Property damage only	Inattention	No control
King George Avenue (intersection with The Crescent)	Right Angle	1 - Injury	Disobey – give way sign	Give way sign

As part of a 12-month Black Spot Project, the Australian Government contributed \$335,000 in 2016 to improve the safety of the two intersections either side of the level rail crossing at Jetty Road (Brighton). This project improved safety at this location by:

- Realigning kerbs and widening the intersection to allow for right turn storage lanes
- Installing a pedestrian refuge
- Modifying parking controls and upgrading line marking and delineation
- Upgrading lighting at the pedestrian refuge

If demand to travel via The Crescent and King George Avenue was reduced, safety at the intersection of The Crescent and Jetty Road is likely to be improved due to a lowering of conflicting traffic movements.

2.3 Pedestrian and cyclist facilities

Footpaths are provided across the majority of the study area (Figure 9). Typically, footpaths are provided on both sides of the roadway and range between 1.0 and 1.5 m in width, with the exception of the Esplanade which features the Coast Park shared pathway along the foreshore to cater for greater volumes of pedestrian traffic and off-road recreational cycling.

A single signalised pedestrian crossing is provided within the study area and is located on Brighton Road, at the intersection with the railway crossing. Two passive at-grade crossings over the Seaford Rail line are provided for pedestrians and dismounted cyclists next to The Crescent adjacent to King Street and Dunluce Avenue. It is possible that these may be upgraded in conjunction with the Brighton Road Level Crossing Upgrade project to active crossings with automatic gates.

Within the local road network, pram ramps (some with tactile ground surface indicators) are provided at intersections. The level of shade provided across the network varies, with shade typically provided by street trees.

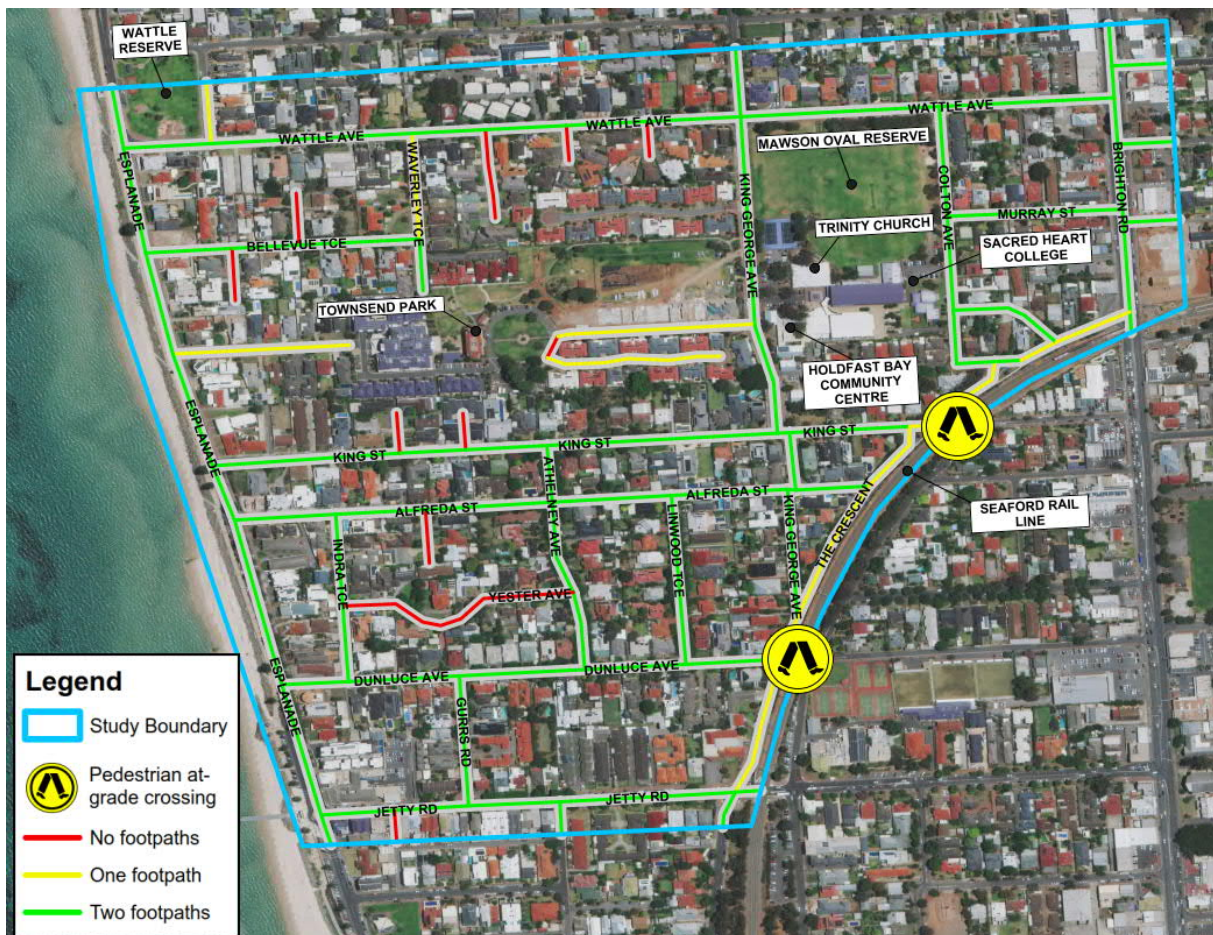


Figure 9 Footpath provisions

While the pedestrian network is continuous, a general safety risk was observed on-site where some roadside signs have been installed with a clearance to the bottom of the sign of less than 2 metres (minimum height mandated in AS1742.11), which can pose a risk to pedestrians.

The cycling network within the study area is shown on Figure 10 and consists of the following:

- On-road cycling lanes are provided on:
 - Brighton Road – Cyclists are given priority over parked vehicles during the peak times of 7:00 am to 9:00 am and 4:00 pm to 7:00 pm. On-street parking is permitted outside these hours.
 - The Crescent – Cycle lanes are provided on both sides of the road, with limited on-street parking permitted outside the peak times of 7:00 am to 9:00 am and 3:00 pm to 6:00 pm. Green pavement marking is also provided at intersections to improve visibility and safety for cyclists.
 - King George Avenue, north of King Street – Cycle lanes are given priority between the peak times of 8:00 am to 9:00 am and 3:00 pm to 4:00 pm. On-street parking is permitted outside these hours.
- Secondary roads for on-road cycling (with no dedicated cycle lanes) consist of:
 - King George Avenue, south of King Street
 - Jetty Road (Brighton)
 - The Esplanade
- The Coast Park shared pathway, which is an off-road facility for both pedestrians and cyclists and follows the alignment of the foreshore – with the final missing link between Gladstone Road and Repton Road (adjacent to the Minda site in Somerton Park to the north of the study area) officially being opened to the public on Sunday 20 October 2019.

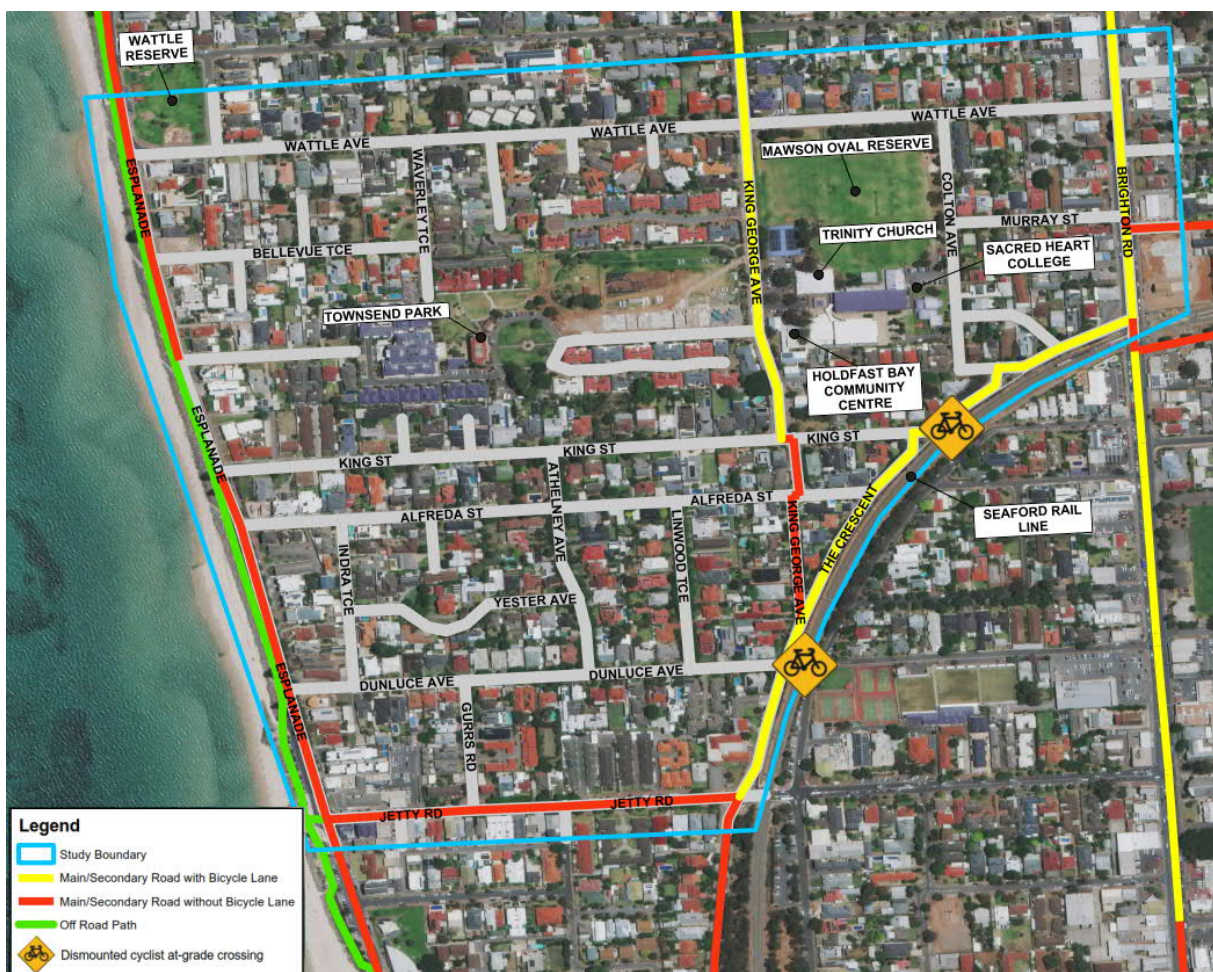


Figure 10 Bikedirect network

It is expected that once the Coast Park project adjacent to Minda is completed, cycling patterns are likely to change with the potential for north-south movements along King George Avenue to divert to the Coast Park shared pathway. Based on the relatively flat topography and close proximity to schools, key shopping precincts and the foreshore, the study area is highly conducive to cycling.

Based on the Bikedirect network, The Crescent and King George Avenue have been identified as key cycling routes, despite traffic volumes.

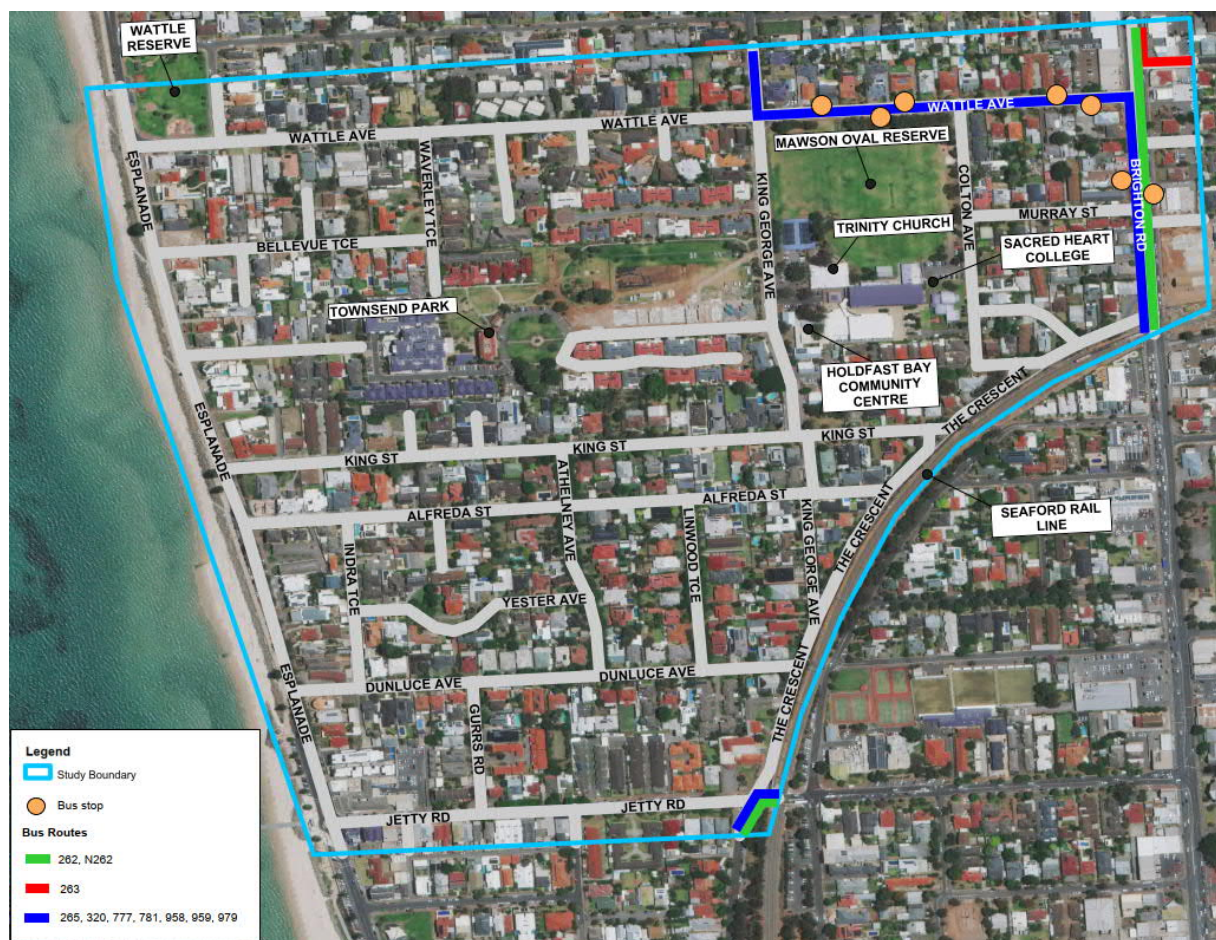
2.4 Public transport provision

There are seven bus stops located within the study area: two on Brighton Road and five on Wattle Avenue. The Adelaide Metro bus routes serviced by these bus stops are illustrated in Note: Only routes 262 and 265 service Jetty Road and Cedar Avenue at the south-eastern corner of the study boundary.

Figure 11 and listed in Table 4. While outside the study area, Dunrobin Road is also serviced by Adelaide Metro buses.

Within the study area, Adelaide Metro buses are limited to Brighton Road, Wattle Avenue and King George Avenue, north of Wattle Avenue. A issue regarding bus operations is known to exist at both the intersections of Wattle Avenue and Dunrobin Road with Brighton Road, where bus routes require right turns onto Brighton Road. This can be problematic during peak times where limited gaps are available for buses to turn out of these side roads, and often buses will end up blocking Brighton Road as they negotiate these turn movements.

The study area is also serviced by the Seaford Rail line, which borders the south-east edge of the study area. As shown in Figure 12, two train stations are located within close proximity of the study area: Hove and Brighton. Train services connect Seaford train station and the Adelaide CBD.



Note: Only routes 262 and 265 service Jetty Road and Cedar Avenue at the south-eastern corner of the study boundary.

Figure 11 Bus services

Table 4 Bus routes

Bus service	Route
262	Marion Centre Interchange to City
265	Marion Centre Interchange to City
320	Aberfoyle Hub to Marion Centre Interchange (limited services)
777	Noarlunga to Sacred Heart Senior College (School Bus)
781	Brighton to Sacred Heart College Senior (School Bus)
958	Brighton Secondary School to Marion Centre Interchange (School Bus)
959	Brighton Secondary School to Marion Centre Interchange (School Bus)
979	Aberfoyle Hub Centre Interchange to Sacred Heart Senior College (School Bus)
N262	After midnight Saturday PM – Sunday AM Marion Centre Interchange to City

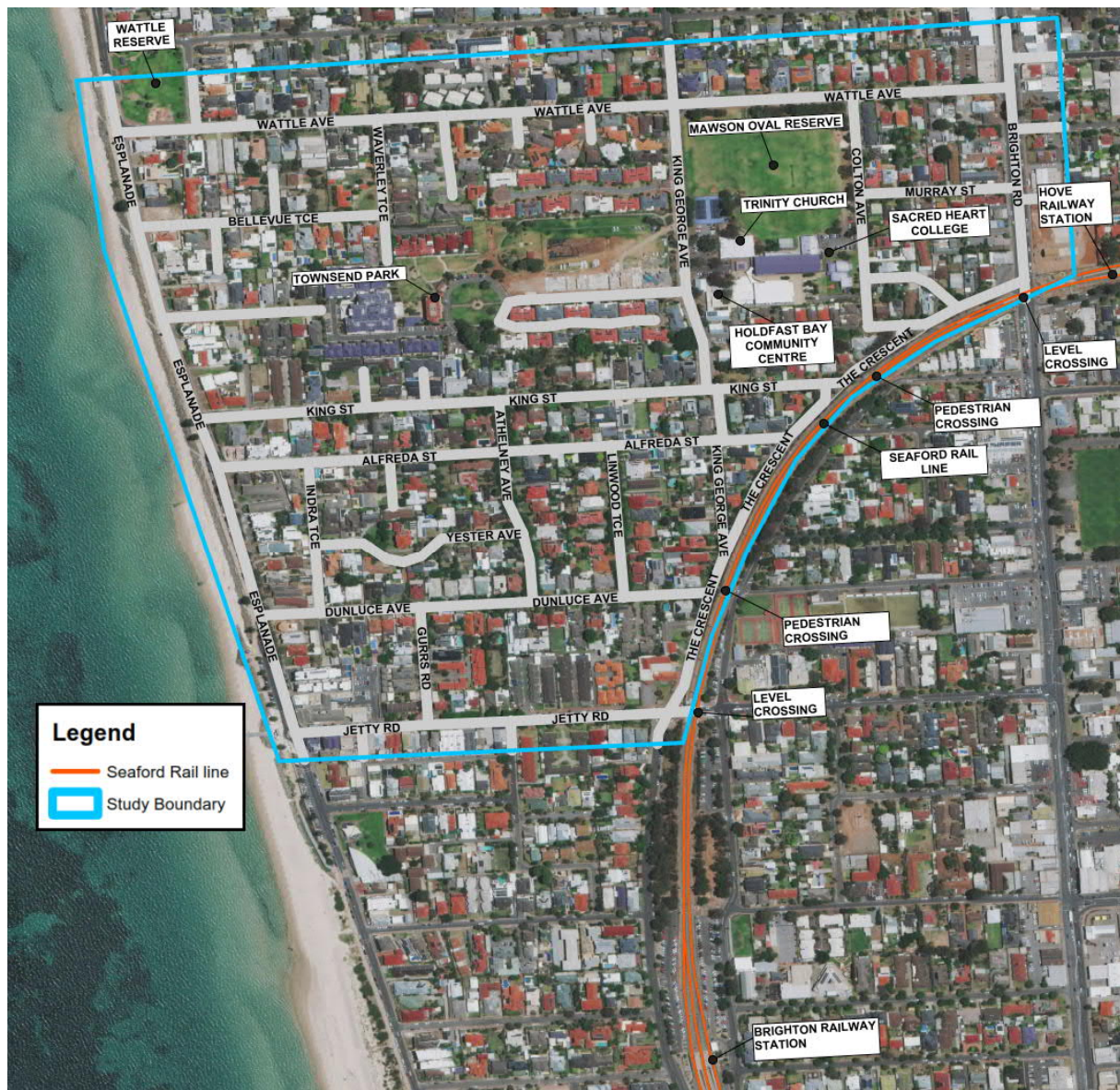


Figure 12 Seaford rail line

The Seaford rail line creates an impermeable barrier for traffic movements, further complicating the local network.

2.5 On-street parking restrictions

On-street parking restrictions are often implemented to restrict parking durations, increase turnover of vehicles, give priority to other users and improve safety. The locations of these parking restrictions are shown in Figure 13.



Figure 13 On-street parking restrictions

The following on-street parking restrictions have been identified within the study area:

- Timed parking, which is generally used to improve turnover and provide equal opportunities to all users. Timed parking is used within the study area at:
 - Jetty Road (Brighton) – On-street parking allowances, particularly at the western end of Jetty Road, are restricted to between 30 minutes and two hours to ensure a high turnover.
- On-road cycle lanes operating during specified times (refer to Section 2.3), which are implemented at the following locations to prohibit parking at peak times and give priority to cyclists:
 - The Crescent
 - Brighton Road
 - King George Avenue
- No Parking, which prohibits motorists from parking their vehicle, but permits brief periods of stopping a vehicle at the kerbside for the picking up or dropping off of passengers. Drivers must

stay with their vehicle and be in the zone for no longer than two minutes. No Parking signs have been installed at:

- Colton Avenue
- King George Avenue

No Parking restrictions at both locations are only enforced during school pick up and drop off times.

- No Stopping zones, which are often delineated by a solid yellow line adjacent to the kerb and/or the provision of kerbside signage. Drivers are not permitted to stop at any time in an area marked No Stopping, or where any legacy 'No Standing' signs may still exist. No Stopping zones are implemented at a number of locations across the study area.

Parking restrictions implemented over very short distances have not been included within this assessment as they are not material to the study. Other default parking restrictions also apply, including:

- Within 10 metres of an intersection (without traffic lights) unless otherwise signposted
- If a parked vehicle is less than three metres from a continuous road centre line (i.e. not a dashed road centre line).

It is noted there is a proposal to expand the No Parking / 'Kiss and Drop' zones on King George Avenue in the future to improve traffic conditions associated with the new McAuley Community School.

While there are parking restrictions in place on King George Avenue, there are minimal parking restrictions along King Street. In the case there are vehicles parked on both sides of the road, traffic flow on King Street will be limited to a single through lane. On-street parking, in conjunction with high traffic flows, would also have an impact on property access along King Street.

The enforcement of parking restrictions is typically undertaken by SA Police and Council, who are authorised to issue expiation notices.

2.6 Accessibility to key local land uses

Figure 14 shows the various 'Land Use Generalised' categories (as displayed on Location SA) contained within the study area. The area is predominantly comprised of residential properties, with other land uses being identified on Jetty Road (Brighton), Brighton Road and King George Avenue including the Holdfast Bay Community Centre and the new McAuley School site.

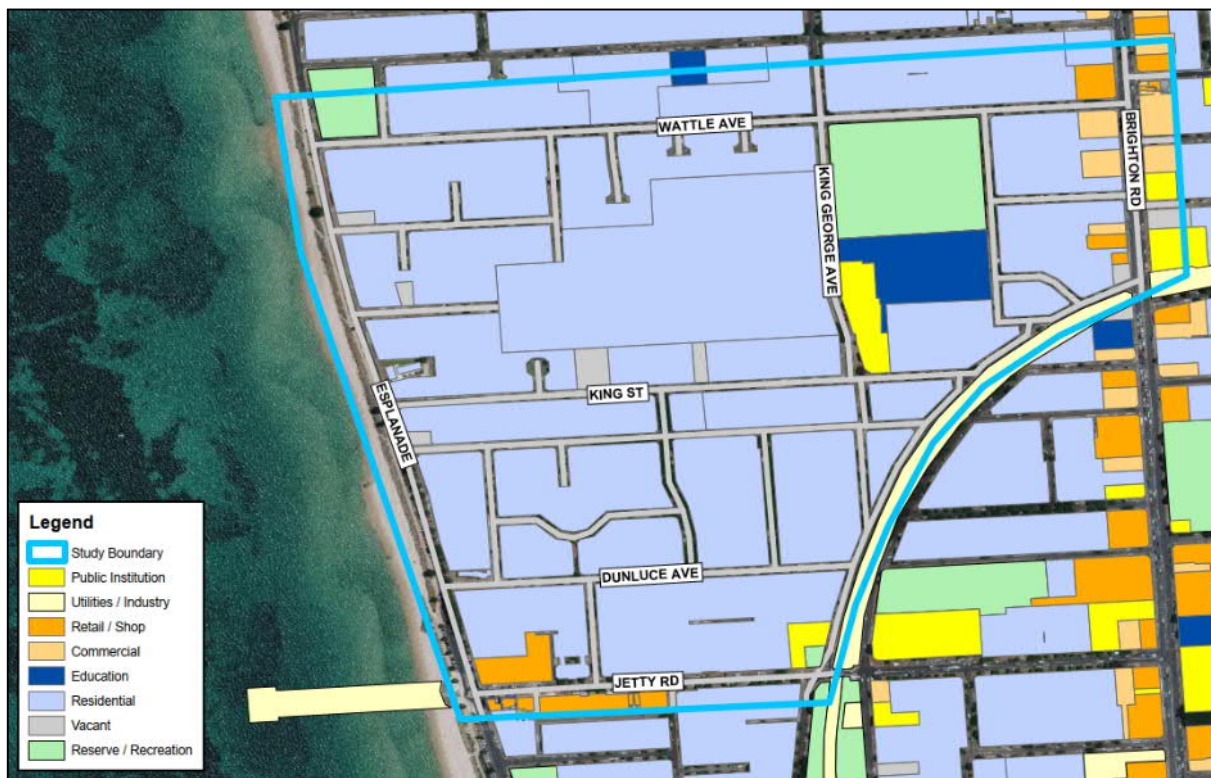


Figure 14 Land uses

As the Land Use Generalised categories are only assigned to land with a property title, the coastal foreshore is not included. However, the coastal foreshore has a high level of attraction consistent with the 'Reserve / Recreation' category.

Accessibility to the local area is partially limited. The western foreshore and Seaford Rail line provide impermeable barriers to contain vehicle, pedestrian and cyclist movements within the area, with Brighton Road also acting as a significant barrier to access and movement. Based on the landlocked nature of the site, vehicle movements are constrained within the local road network.

Vehicle accessibility is permitted from either:

- Brighton Road, or
- Key connector roads from the north and south of the site. Key connectors are identified to be the Esplanade, King George Avenue, The Crescent, Jetty Road (at the rail level crossing) and Cedar Avenue.

Brighton Road is a busy arterial road that facilitates north-south movements and performs as the 'spine' for the local transport network. However, due to the congestion on Brighton Road, partially due to the Seaford Rail crossing, the local area is commonly used for rat-running, with King George Avenue, The Crescent, Cedar Avenue and the Esplanade being identified as key rat-running routes.

For motorists travelling between the coastal area south of Hove and to/from the north, diverting via King George Avenue and other local roads avoids the need to negotiate the two Seaford rail line level crossings located on Brighton Road and Jetty Road.

Traffic volumes on Brighton Road during peak periods may have been exacerbated by the recent Oaklands Crossing upgrade project, where a level crossing on the Seaford rail line was grade separated at the intersection of Diagonal Road and Morphett Road, approximately two kilometres east of the study area. When construction commenced in early 2018, it is likely that some traffic diverted to Brighton Road to avoid these road works. However, since the completion of the project in July 2019 local opinion indicates that congestion on Brighton Road has improved due to a potential reduction in traffic volumes.

It is also important to note that the Government has announced the upgrade of the Brighton Road (Hove) level rail crossing, which is likely to result in grade separation. Although construction is not scheduled to commence until 2020-21, this project is expected to have an impact on congestion along Brighton Road during the works, and hence is likely to have an impact on the surrounding local road network. The project is also likely to have an impact on the configuration of the local road network following completion, however no details are available at the current early stages of planning.

2.7 Community feedback review

During the development of the ITS, extensive community engagement was undertaken with the purpose of identifying key issues within the City of Holdfast Bay from a community, resident and business perspective. Stakeholder discussions were undertaken with Council staff, residents and representatives of local resident groups. The key issues identified which relate to the defined study area include the following:

- High traffic volumes and congestion along Brighton Road results in local rat-running issues, particularly along King George Avenue.
- Traffic congestion and disruption along Brighton Road is worsened by the level rail crossing at Hove.
- The existing transport network is unbalanced, with priority given to vehicles over pedestrians and cyclists.
- Different transport modes and users have competing demands, which are not reflected within the existing transport system.
- The existing design of King George Avenue, coupled with vehicle volumes and speeds, poses safety concerns for pedestrians, particularly when needing to cross the road.
- There is limited accessibility to the bus network between Wattle Avenue and Jetty Road.

3.0 Review of recent intervention proposals

For several years, the residents on and surrounding King Street, Brighton, have been proactive in voicing their concerns regarding the intersection of King Street and King George Avenue and the impact of traffic flows on parking and property access. These concerns have been heightened by the announcement of the new McAuley School, which is scheduled to open in 2020. The overwhelming contact from residents with Administration and Ward Councillors has prompted Council to investigate.

The purpose of this section is to provide a summary of previous proposals for changes to traffic and parking arrangements at the intersection of King Street and King George Avenue, as outlined in the information provided by Council.

3.1 Intervention proposals

In 2016, to address the traffic issues on King Street Council Administration appointed GHD to explore potential opportunities to improve the intersection of King Street and King George Avenue. In response to this request, GHD developed four alternative intersection configurations, each of which are described below. Full-size versions of each drawing are also provided in Appendix A.

The existing intersection, as shown in Figure 15, currently has Stop control for northbound and southbound approaches on King George Avenue, with King Street given priority. A spoon drain projects along the southern kerb-line of King Street, requiring vehicles to slow as they enter and exit the southern leg of King George Avenue.



Figure 15 Intersection of King George Avenue and King Street, current configuration (Source: LocationSA)

3.1.1 Option 1

Option 1 (Figure 16) proposes realigning the intersection and reconfiguring priority to northbound and southbound traffic movements on King George Avenue, while staggering east-west movements on King Street. This option requires realigning the configuration of the intersection, relocating a Stobie pole, and removing a street tree, both of which are currently located on the north-east corner of the intersection.

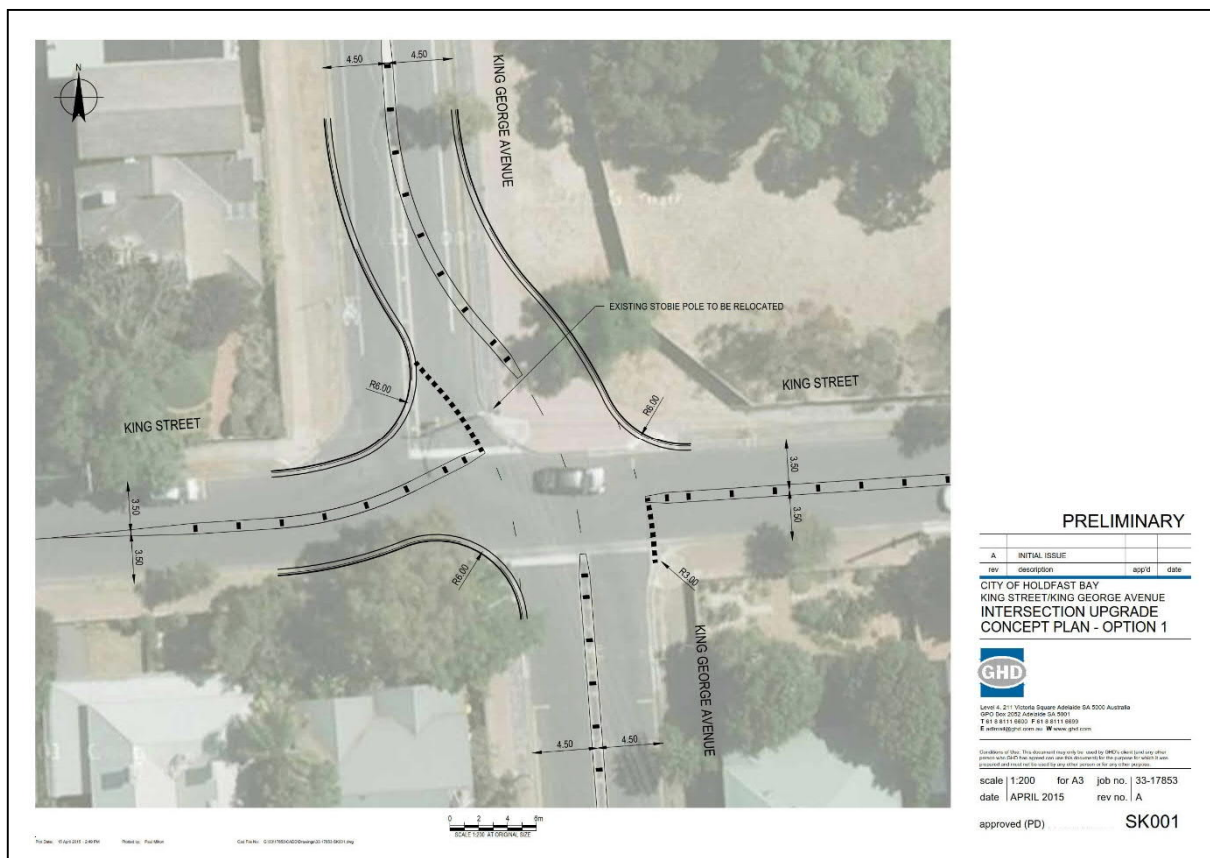


Figure 16 Intersection of King George Ave & King St – upgrade concept plan option 1

Of the four proposed options, this option represents the least amount of change to current arrangements and is likely to maintain similar traffic flows, however the change in priority may result in a change to network demands.

Whilst north-south movements would be given priority, this is likely to have little effect on the travel paths of southbound vehicles on King George Avenue, as they would still need to slow down to negotiate the spoon drain. The removal of Stop signs and change to intersection geometry may possibly exacerbate the issues currently experienced in the eastern section of King Street, as southbound vehicles could negotiate the left turn at higher speeds compared to the current arrangement.

The change in priority and realigned geometry may however encourage more northbound vehicles to access King George Avenue from further south, rather than King Street.

Cyclists may also be impacted by this design, as introduction of road curvature would allow vehicles to travel at higher speeds, and potentially track across the cycle lanes as they negotiate the curves.

It is unlikely that this proposed upgrade would adequately alleviate current issues experienced on King Street and the surrounding area.

3.1.2 Option 2

Option 2 proposes closing off the intersection and providing a one-way slip lane with driveway crossover to allow southbound traffic on King George Avenue to turn into King Street. This option requires realigning the configuration of the intersection and again removing one street tree currently located at the north-east corner of the intersection. This option also presents a Water Sensitive Urban Design (WSUD) opportunity at the centre of the existing intersection.

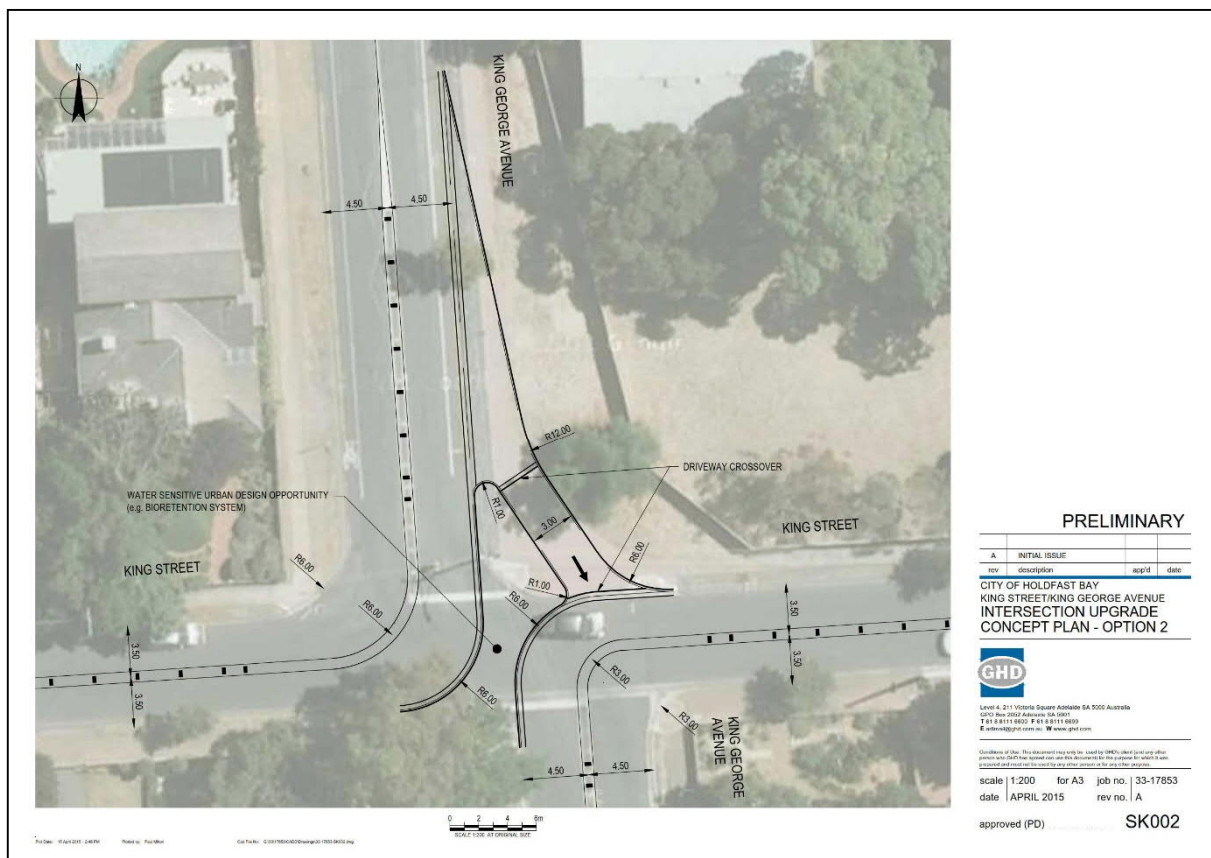


Figure 17 Intersection of King George Ave & King St – upgrade concept plan option 2

By reconfiguring the intersection to remove through movements along King Street, there is likely to be a redistribution of traffic volumes onto other nearby roads including The Crescent, Colton Avenue, Alfreda Street and Dunluce Avenue. This outcome is not desirable as it has the potential to impact on existing narrow, residential streets as well as the main entrance to the new McAuley School on Colton Avenue (situated at the former Marymount College site).

There are also opportunities for traffic volumes to increase on King Street, west of King George Avenue. Again, this outcome is undesirable as this portion of King Street is only 6.7 m in width and only one lane of traffic when vehicles are parked on both sides of the road.

Of the four options, this option is likely to have the greatest affect in reducing the amount of through traffic on King George Avenue (south of Wattle Avenue), particularly northbound vehicles. Southbound through movements would be likely to reflect current demands, if not at a slightly higher level due to the reduction in conflicting northbound traffic.

The provision of a driveway crossover would be effective in slowing southbound vehicles at the intersection. Pedestrians and cyclists would also benefit from the reduced traffic speeds and volumes, provided that sufficient facilities are provided for these users such as kerb ramps.

If sufficient supporting infrastructure was provided that encouraged northbound vehicles to travel along The Crescent and exit onto Brighton Road northbound, such as traffic calming facilities on Colton Avenue, Alfreda Street and Dunluce Avenue, this option could achieve desirable results to address the current issues on King Street and the surrounding area. Southbound traffic volumes, including vehicles

travelling eastbound on King Street, would still remain at high levels during peak times however there would be a significant reduction in conflicting traffic through the area.

This option would also results in a significant disruption to the local traffic network, especially for northbound vehicles and local residents on King Street.

3.1.3 Option 3

Option 3 proposes to reconfigure give way requirements to give priority to northbound and southbound movements on King George Avenue, and restrict eastbound and westbound movements along King Street with the use of No Entry signage and traffic islands. Proposed traffic restrictions will continue to allow traffic movements to King Street from King George Avenue, but will prohibit movements from King Street into King George Avenue. While traffic priorities are to be amended, the existing road alignment, Stobie pole and street tree can be retained.

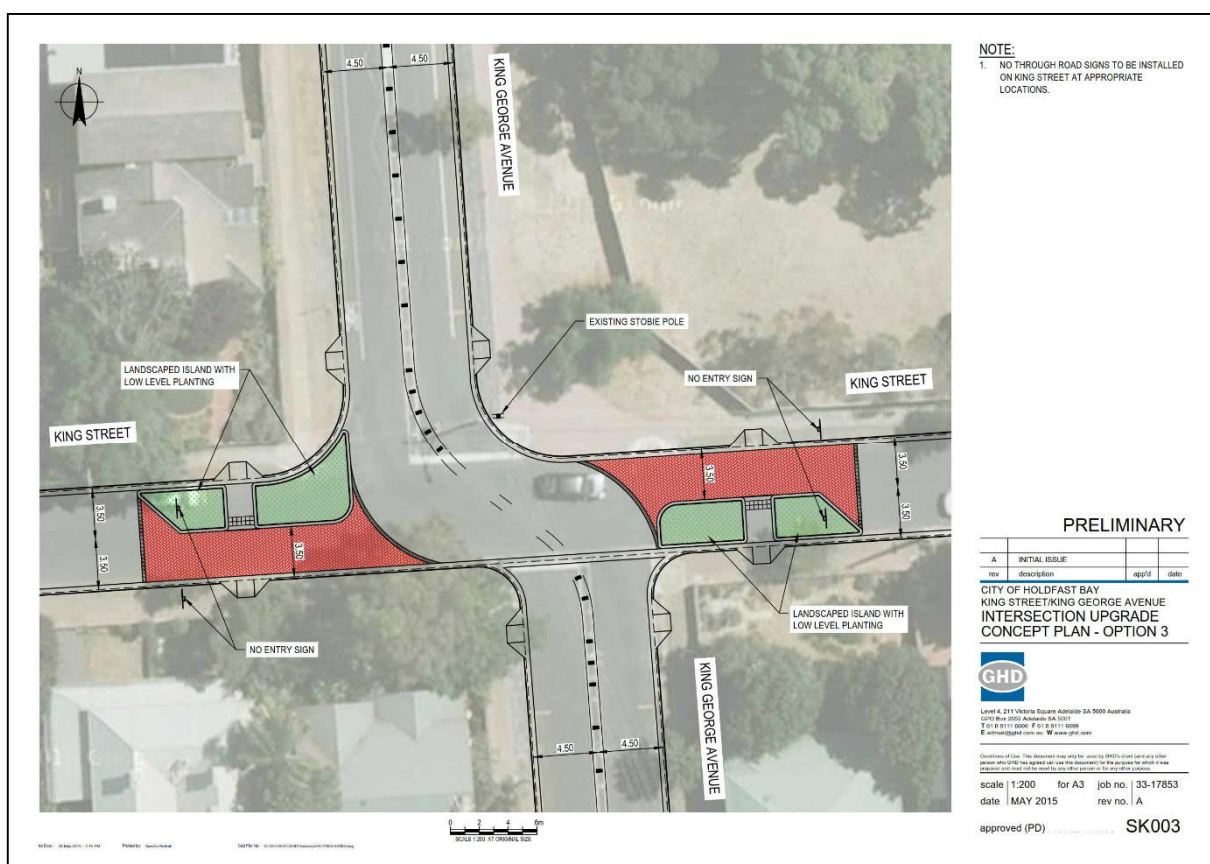


Figure 18 Intersection of King George Ave & King St – upgrade concept plan option 3

While traffic movements along King George Avenue will become more efficient with the reconfiguration of give way restrictions, these changes may be undesirable for local residents who will no longer have direct access to King George Avenue. This configuration is also likely to result in increased traffic volumes on King George Avenue between The Crescent and King Street, which is also undesirable for local residents.

Similarly with Option 1, southbound vehicles would still be likely to travel eastbound on King Street. The removal of the Stop sign would also allow vehicles to negotiate this left turn at a higher speed, which would be undesirable for pedestrians and cyclists.

This option would result in limited impact to northbound and southbound through traffic that travels along King George Avenue, however would have some impact on local residents along both eastern and western ends of King Street.

3.1.4 Option 4

Option 4 retains priority for eastbound and westbound traffic on King Street, and further restricts movements along King George Avenue. In addition to a slip lane for southbound traffic turning from King George Avenue to King Street, No Entry signage and traffic islands are proposed for King George Avenue (south of King Street) to prohibit southbound movements at the intersection. This option involves the realignment of the intersection, in addition to the removal of two street trees.

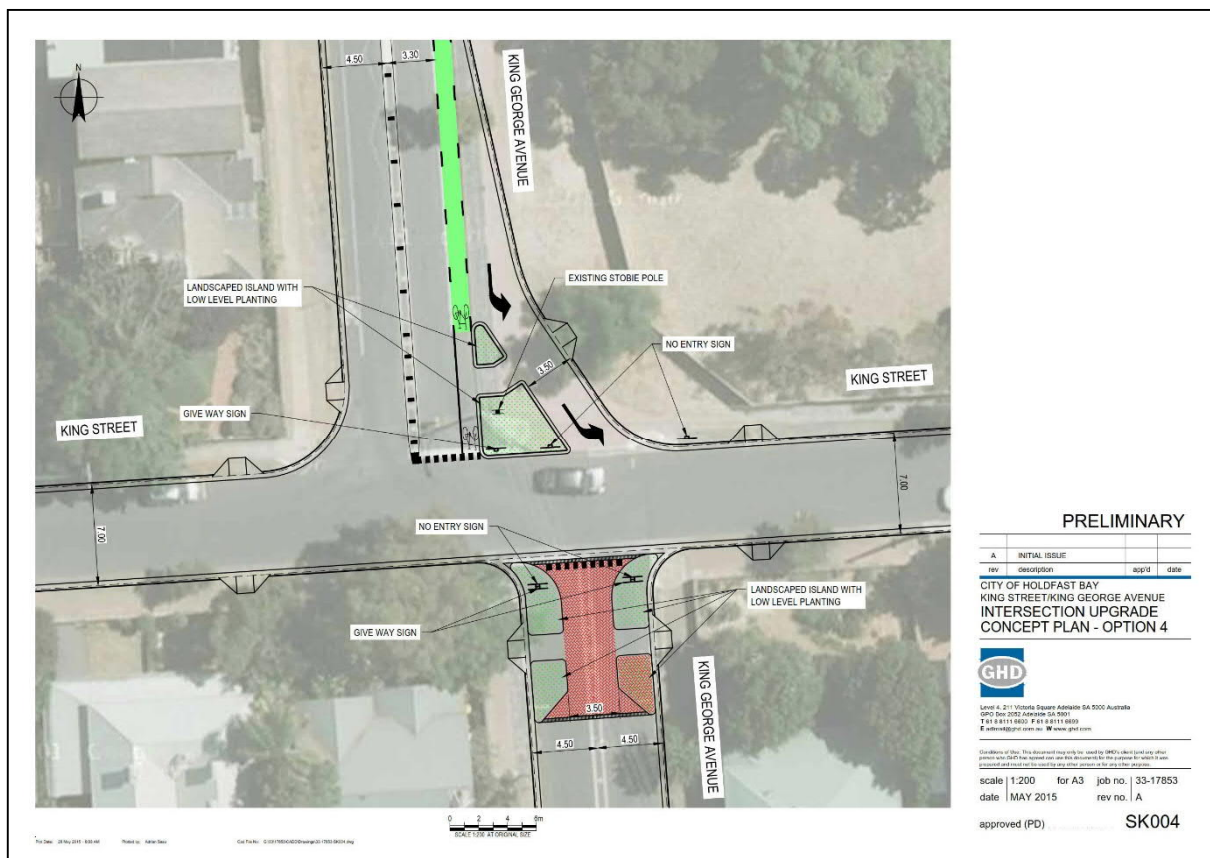


Figure 19 Intersection of King George Ave & King St – upgrade concept plan option 4

This option forces all southbound vehicles to turn left and travel eastbound on King Street. Whilst left-turning traffic would be required to give way to eastbound vehicles already travelling along King Street, this arrangement would allow most vehicles to negotiate this movement at higher speeds resulting in an impact to pedestrians and cyclists.

Northbound traffic would still be allowed to access King George Avenue via travelling westbound on King Street, however the removal of southbound through traffic on King George Avenue south of King Street would reduce conflicts on this part of the network.

3.1.5 Discussion of intervention proposals

Option 1 would result in the least disruption to the local road network, however could result in higher vehicle speeds which would impact on pedestrians, cyclists and residents on the eastern end of King Street attempting to access or egress from their driveways.

All four options would encourage southbound motorists to turn left from King George Avenue onto King Street by varying levels. Options 1, 3 and 4 conversely encourage northbound motorists to access King George Avenue (north of King Street) via the southern leg of King George Avenue, where as Option 2 would require northbound motorists to travel via alternative routes.

As the traffic data (see Section 2.2.1) indicates that southbound traffic volumes are the dominant movement between King George Avenue and Jetty Road (Brighton), particularly during the afternoon

peak, none of the four options are likely to result in a significant reduction in traffic volumes along the eastern section of King Street.

Option 2 is likely to achieve the highest reduction in traffic volumes along the eastern end of King Street, along with further reduction in northbound traffic volumes along King George Avenue, north of King Street. Whilst this would not address the high southbound volumes experienced along King George Avenue, a reduction in northbound volumes would result in an overall lowering of traffic volumes as well as reduce conflicting traffic.

At this stage, it is not recommended that any interventions involving significant road construction works be implemented until the full impacts of the Brighton Road Level Crossing Upgrade project (refer to Section 6.1.8) are appreciated. This does not preclude the installation of low-cost measures in the interim, possibly conducted on a trial basis. Such measures could involve the installation of signage, linemarking and raised pavement bars to denote turn bans or no-entry provisions.

3.2 Community consultation

Following the design of these four concepts, two public meetings were held to allow residents to provide feedback on the proposed changes.

3.2.1 Public meeting 1

At the request of Council, a public meeting was held in May 2017 to allow residents of King Street and King George Avenue to provide feedback on the four conceptual designs developed for the intersection. Residents in attendance did not approve any of the proposed changes, instead voicing alternative issues and resolutions, including:

- Installing speed humps to control the volume of traffic on King George Avenue, between Wattle Avenue and King Street
- Installing slow points on King Street, between King George Avenue and The Crescent, to reduce traffic speeds

These concerns were raised in conjunction with concerns for sight lines at the intersection of King Street and The Crescent, which has since been resolved with the reconstruction of this intersection.

Frank Siow & Associates were engaged by Council to undertake an independent investigation of these two options. Key findings from these further investigations include:

- The installation of road humps is not warranted and will not result in the desired outcomes. While likely to reduce speeds outside the School Zone operation times, vehicle diversion is unlikely to be achieved based on the availability of circuitous alternative routes.
- The provision of formalised slow points is not warranted. Investigations concluded the mean speeds recorded on King Street are 39 km/h, and only one collision was recorded between 2011 and 2016, resulting in property damage only. Additionally, the staggered on-street parking only allows for one direction of traffic at any one time, acting as an informal slow point device.
- The provision of slow points could also result in queuing of through-traffic, which could impact on driveway access/egress for residents on King Street.

3.2.2 Public meeting 2

A public meeting was held in June 2019 for the residents of King Street. Despite the motion of the first public meeting, the residents of King Street expressed their desire to further explore Option 1 and Option 3, which prioritise north-bound traffic movements on King George Avenue.

Based on feedback from the initial public consultation meeting, Council understood that the residents of King George Avenue were not in favour of either of these options.

4.0 Road capacity analysis

4.1 Methodology

AM and PM peak traffic volume estimates obtained as part of the City of Holdfast Bay ITS were used to estimate the number of vehicles that would be distributed throughout the network.

As there are no applicable guidelines or policies that provide numerical targets or ‘warrants’ for acceptable levels of traffic, consideration should be made of the network’s local context and perceived function of the key streets being studied.

Austrroads does provide some guidance on warrants as thresholds in its *Guide to Traffic Management Part 8: Local Area Traffic Management*, for consideration in response to the community’s perceived need for intervention. These warrants suggest the following levels of problem and likely responses as shown in Table 5.

Table 5 Levels of problem and likely responses (reproduced from Austrroads)

Problem level	Technical criteria	Response/action
Substantial problem (a deficiency)	Above the problem warrant level or threshold, i.e. fails the deficiency standard	The problem is significant enough to be included on a funded treatment program, in order of funding priorities
Acknowledged technical problem	Satisfies the deficiency standard but fails the desirable planning standard	Acknowledged problem justifying investigation, but not sufficient to attract funding in the short-term. Alternative (non-LATM) low-cost approach may be considered
Possible technical problem	Achieves the planning standard but conditions are perceived to be above tolerance levels for some in the community	There may be a problem, but not so serious as to attract funding, even in the longer-term. Alternative (non-LATM) low-cost approach may be considered
No agreed problem	Below majority tolerance levels and thus clearly achieves the planning standard although some negative community reports may occasionally occur	Unlikely to ever lead to LATM action

The history of concerns raised by residents of King Street and the surrounding area would indicate that the problem level would fall into either ‘substantial problem’ or ‘acknowledged technical problem’. The high volumes of traffic utilising King George Avenue to the north of the Study Area would also be at a similar problem level.

Based on the existing two-way traffic volumes of the streets within the study area (reported in Section 2.2.1), it is possible to categorise the performance hierarchy of each street as shown in Table 6. Suggested performance levels ranging between 1-3 are provided, based on roadside character, available carriageway width and peak one-hour traffic volume. The peak traffic volume is derived from the highest combined two-way traffic flows, which could be either the morning or afternoon peak depending on the site.

The performance levels of streets within the Study Area are described as follows:

- Level 1 – Capable of carrying the highest traffic volumes through the local network, with carriageway widths wide enough for two clear travel lanes of 3.0-3.5 metres each, and development along only one side of the road
- Level 2 – Capable of carrying higher traffic volumes with carriageway widths wide enough for two clear travel lanes of 3.0-3.5 metres each, but with development along both sides of the road
- Level 3 – Least-capable of carrying traffic volumes due to insufficient carriageway widths for two clear travel lanes of 3.0-3.5 metres each, and with development along both sides of the road

Table 6 Performance levels of local streets in study area

Level	Street	Character	Width	1-hr peak volume	Current performance
1	The Esplanade	Residences one side only	6.9 m*	655 veh/hr	Acceptable
1	The Crescent	Residences one side only	9.0-9.5 m	562 veh/hr	Acceptable
2	King George Ave (north of King St)	Residences one side, school other side	9.0 m	768 veh/hr	Borderline
2	King George Ave (north of Wattle Ave)	Residences both sides	9.0 m	983 veh/hr	Unacceptable
2	Jetty Road	Residences both sides & commercial area	11.7-12.9 m	1,336** veh/hr	Borderline
2	Wattle Avenue	Residences both sides	8.9 m	448 veh/hr	Acceptable
2	King George Ave (between King St & Alfreda St)	Residences both sides	9.2 m	263 veh/hr	Acceptable
3	King George Ave (south Alfreda St)	Residences both sides	7.1 m	240 veh/hr	Borderline
3	King Street (east of King George Avenue)	Residences both sides	6.7 m	419 veh/hr	Unacceptable
3	King Street (west of King George Avenue)	Residences both sides	6.7 m	142 veh/hr	Acceptable
3	Colton Avenue	Residences one side, school other side	7.1 m	173 veh/hr	Borderline
3	All remaining local streets	Residences both sides	5.9-7.9 m	12-43 veh/hr	Acceptable

* The Esplanade has additional room for parking on a variable basis, a minimum of 6.9 metres is provided for travel lanes only along its full length within the Study Area

** Traffic volumes reported for Jetty Road are concentrated at rail level crossing, which also carries traffic from the nearby intersections of The Crescent, Cedar Avenue, Torr Avenue and Commercial Road. Volumes to the west of The Crescent are likely to be significantly lower than those reported in the above table.

Carriageways with widths greater than approximately 8.5 metres typically provide enough room for two opposing vehicles to pass each other alongside a parked vehicle. Where cars park intermittently along both sides of the road this will constrain opposing movement, however vehicles can typically continue to travel between parked cars in both directions with caution.

As the Esplanade has the coastal foreshore along one side, and similarly The Crescent with the Seaford Rail line along one side, these roads tend to have the ability to carry higher traffic volumes as they only have intersections and driveway crossovers along one side. The ability for drivers to concentrate on and negotiate vehicle conflicts along only one side of the road can increase the perceived acceptable threshold of traffic volumes for motorists.

Based on the above information, peak-hour traffic volume targets are suggested in Table 7:

Table 7 Target peak hour traffic volumes by street performance level

Level	Acceptable	Borderline	Unacceptable
1	Less than 750	750 – 1,000	Greater than 1,000
2	Less than 500	500 – 800	Greater than 800
3	Less than 150	150 – 300	Greater than 300

These peak-hour traffic volume targets will be used when assessing the impact that these traffic diversion scenarios have on the wider road network.

The following traffic management interventions and scenarios were investigated to determine their expected impact on the wider road network:

- Scenario 1: Convert Colton Avenue to one-way northbound traffic flow only.
- Scenario 2: Convert King George Avenue to southbound traffic flow only.
- Scenario 3: Convert King George Avenue to northbound traffic flow only.
- Scenario 4: Implement one-way flow on sections of King Street, Alfreda Street and King George Avenue.
- Scenario 5: Implement a cul-de-sac on King George Avenue.
- Scenario 6: Restrict access to Brighton Road from The Crescent to account for upgrades to Hove Station.
- Scenario 7: Implement a cul-de-sac on King George Avenue and restrict access to Brighton Road from The Crescent.

For each of these scenarios, the expected traffic diversion was estimated and is shown graphically on the figures below.

4.2 Results

4.2.1 Scenario 1: Convert Colton Avenue to one-way northbound traffic flow only

Currently, Colton Avenue provides access to residents on the eastern side of the Study Area and serves as a key pick-up and drop-off point for the school site along the western side. Ideally, passenger pick-up and drop-off should occur on the western side of the road as this is the passenger side of the vehicle and it removes the need for students to cross the road. Having vehicles parked on the western side of the road also restricts the space required to accommodate two directions of traffic flow. Restricting Colton Avenue to northbound traffic only removes this space constraint and provides improved pick-up and drop-off conditions for school students.

As discussed further in Section 6.1.4, the proposed one-way arrangement on Colton Avenue includes the indentation of the road carriageway into the existing eastern-side footpath, allowing additional room for vehicle parking adjacent to residences. Current arrangements to accommodate two-way flows include No Stopping restrictions during school times along the eastern side of Colton Avenue, therefore this arrangement would result in the provision of additional parking opportunities during school times.

With the removal of southbound traffic, it is expected that these drivers will still have a desire to access Colton Avenue from the south as it appears unlikely that through traffic would choose to travel via this road when compared to other current options. This would mean that traffic would be diverted along The Crescent and King George Avenue. Figure 20 below shows the expected traffic diversion and resulting peak hour volumes resulting from the removal of southbound traffic on Colton Avenue.

A one-way arrangement is likely to result in an overall reduction of traffic volumes on Colton Avenue, however there is a potential risk of confusion for motorists unfamiliar with the area, particularly during times of high activity (e.g. during school peak times) or if signs and pavement markings are obscured or missing. There is also a risk of the one-way arrangement being ignored outside of peak school times when the road is lightly trafficked, which could have significant safety implications. Another issue would be kerbside waste collection for the dwellings along Colton Avenue that don't have alternative frontages onto side roads, as standard waste collection vehicles would no longer be able to collect bins from the eastern side of the road.



Figure 20 Scenario 1 traffic diversion

The resulting two-way traffic volumes for key roads are shown in Table 8 below.

Table 8 Scenario 1 rerouted traffic volumes

Road Name	AM Volume	PM Volume	Status
King George Avenue	830 (+50)	765 (+25)	Unacceptable
King Street	410 (+50)	455 (+25)	Unacceptable
The Crescent	310 (+50)	195 (+25)	Acceptable

As shown in Table 8 the diversion of southbound traffic from Colton Avenue to King George Avenue and King Street results in 'unacceptable' performance. This is due to the relatively high existing traffic volumes on King George Avenue and King Street given their current function within the road network.

Should the conversion of Colton Avenue to one-way flow be implemented, it is recommended that additional traffic calming measures are implemented along King George Avenue, such as road humps or turn bans, to ameliorate any subsequent redistribution. This would also have the flow-on effect of reducing traffic volumes on King Street to more acceptable levels.

4.2.2 Scenario 2: Convert King George Avenue to southbound traffic flow only

King George Avenue has previously been identified as a north-south rat running route for vehicles looking to avoid congestion on Brighton Road. Concerns with the large traffic volumes along King George Avenue between Wattle Avenue and King Street have previously been raised by residents.

As the Council motion from 9th July 2019 has requested the consideration of one-way tidal flow arrangements in King George Avenue, Scenario 2 represents the removal of northbound traffic for this option.

The restriction of traffic along King George Avenue to southbound traffic only will likely redirect northbound traffic to the east via Brighton Road, or to the west along the Esplanade, Wattle Avenue and The Crescent. This results in approximately 100 vehicles per hour being redirected to the Esplanade and The Crescent in both the AM and PM peaks.

It is expected that the Esplanade and The Crescent can accommodate larger traffic volumes than the other local roads as they only have residential properties on one side of the road. This diversion is expected to result in approximately 425 vehicles per hour and 340 vehicles per hour heading northbound along the Esplanade and The Crescent respectively (see Figure 21). This diversion is not expected to cause any significant capacity constraints.



Figure 21 Scenario 2 traffic diversion

The resulting two-way traffic volumes for key roads are shown in Table 9 below.

Table 9 Scenario 2 rerouted traffic volumes

Road Name	AM Volume	PM Volume	Status
Esplanade	755 (+195)	730 (+70)	Borderline
Wattle Avenue	645 (+195)	380 (+70)	Borderline
The Crescent	765 (+195)	600 (+70)	Borderline

The conversion of King George Avenue to southbound traffic results in 'borderline' traffic volumes on The Crescent, Esplanade and Wattle Avenue. It should be noted that for Wattle Avenue and the Esplanade, the estimated traffic volumes are at the lower end of what could be considered 'borderline'. It is therefore expected that this measure could be put in place without significant impacts on the surrounding road network.

However, given that Brighton Road is the key north-south arterial road in the area it is recommended that traffic calming measures (raised pedestrian crossings, roadside planting etc.) be implemented on Wattle Avenue (in conjunction with the existing devices along the Esplanade) in this case to encourage vehicles to utilise Brighton Road. This has the additional benefit of improving amenity and accessibility for pedestrians.

A one-way arrangement is likely to result in an overall reduction of traffic volumes on King George Avenue, however there is a potential risk of confusion for motorists unfamiliar with the area, particularly during times of high activity (e.g. during peak traffic periods) or if signs and pavement markings are obscured or missing. There is also a risk of the one-way arrangement being ignored outside of peak traffic periods when the road is lightly trafficked, which could have significant safety implications. Another issue would be kerbside waste collection for the dwellings along King George Avenue that don't have alternative frontages onto side roads, as standard waste collection vehicles would no longer be able to collect bins from the western side of the road.

4.2.3 Scenario 3: Convert King George Avenue to northbound traffic flow only

As discussed previously, King George Avenue is a north-south rat running route and residents have raised concerns about the level of traffic volumes. It should be noted that the existing daily southbound volumes on King George Avenue are somewhat higher than the northbound volumes. This means that the diversion of southbound traffic is expected to have a larger impact on the wider network when compared to the previous scenario.

As the Council motion from 9th July 2019 has requested the consideration of one-way tidal flow arrangements in King George Avenue, Scenario 2 represents the removal of southbound traffic for this option.

The diversion of southbound traffic on King George Avenue is expected to increase southbound traffic volumes along The Crescent and Esplanade by approximately 240 vehicles per hour (see Figure 22). This results in southbound traffic volumes approaching 600 vehicles per hour on both roads. Given that these roads already experience relatively high volumes, this intervention is likely to result in unacceptable traffic volumes.

This arrangement would also impact on access to the school site from the north, requiring all traffic to access Colton Avenue via Brighton Road and The Crescent, or by travelling southbound along Colton Avenue from Wattle Avenue which is undesirable given this road's narrow width. It would also remove the opportunity for appropriate school 'kiss & drop' arrangements on King George Avenue, as vehicles will no longer be able to pull up to the eastern kerbside with the passenger side of vehicle adjacent to the footpath.

If this measure were to be implemented, it is recommended that suitable traffic calming measures be implemented on The Crescent and Wattle Avenue (west of King George Avenue) to encourage more traffic to utilise Brighton Road.



Figure 22 Scenario 3 traffic diversion

The resulting two-way traffic volumes for key roads are shown in Table 10 below.

The conversion of King George Avenue to northbound traffic only results in 'borderline' traffic volumes on The Crescent, Esplanade and Wattle Avenue. To minimise the impact that this diversion would have on the local road network, it is recommended that traffic management methods are implemented on The Crescent, Esplanade and Wattle Avenue to encourage vehicles to utilise Brighton Road instead.

A one-way arrangement is likely to result in an overall reduction of traffic volumes on King George Avenue, however there is a potential risk of confusion for motorists unfamiliar with the area, particularly during times of high activity (e.g. during peak traffic periods) or if signs and pavement markings are obscured or missing. There is also a risk of the one-way arrangement being ignored outside of peak traffic periods when the road is lightly trafficked, which could have significant safety implications.

Table 10 Scenario 3 rerouted traffic volumes

Road Name	AM Volume	PM Volume	Status
Wattle Avenue	645 (+195)	610 (+300)	Borderline
Esplanade	755 (+195)	960 (+300)	Borderline
The Crescent	765 (+195)	830 (+300)	Borderline

4.2.4 Scenario 4: One-way flow on sections of King Street, Alfreda Street and King George Avenue

A letter received after a resident meeting on the 17th of June 2019, Council was advised that some residents had trouble accessing driveways on King Street between King George Avenue and The Crescent. To address this, the possibility of restricting sections of King Street, Alfreda Street and King George Avenue to one-way flow was discussed. This results in effective clockwise flow around these streets. Bi-directional flow would be maintained on The Crescent to prevent significant traffic volumes being rerouted to the Esplanade and lower order local roads.

The largest impact of this intervention is that it redirects 450 to 500 vehicles per hour to The Crescent heading southbound (see Figure 23). This is due to westbound traffic on King Street and southbound traffic on King George Avenue being restricted.



Figure 23 Scenario 4 traffic diversion

The two-way traffic volumes on key roads is summarised in Table 11 below.

Table 11 Scenario 4 rerouted traffic volumes

Road Name	AM Volume	PM Volume	Status
King Street	300 (-60)	570 (-140)	Unacceptable
The Crescent (between King and Alfreda Street)	940 (+370)	760 (+230)	Borderline
Alfreda Street	240 (+190)	70 (+20)	Borderline
King George Avenue	330 (+60)	90 (-140)	Unacceptable

The conversion of sections of King Street, Alfreda Street and King George Avenue to one-way flow results in a significant number of vehicles being redirected on to The Crescent (resulting in 'borderline' traffic volumes). While traffic on Alfreda Street and King George Avenue is restricted to one-way flow only, the overall traffic volumes are considered 'unacceptable' given that these roads primarily service residents and are lower order roads. It is therefore not recommended that this measure be implemented.

One-way restrictions are likely to result in an overall reduction of traffic volumes on King Street, however there is a potential risk of confusion for motorists unfamiliar with the area, particularly during times of high activity (e.g. during peak traffic periods) or if signs and pavement markings are obscured or missing. There is also a risk of the one-way arrangement being ignored outside of peak traffic periods when the road is lightly trafficked, which could have significant safety implications. Another issue would be kerbside waste collection for several dwellings due to the one-way arrangement, as standard waste collection vehicles are not able to collect bins from the right-hand side of the vehicle.

4.2.5 Scenario 5: Implement a cul-de-sac on King George Avenue

This scenario involves implementing a cul-de-sac on King George Avenue south of the access road to Townsend Park. Access to King George Avenue would be from the north via Wattle Avenue. The main effect of this intervention is that it would redirect vehicles that were using King George Avenue as a north-south rat run route to The Crescent and Esplanade.

To estimate the traffic that would be redirected to The Crescent and Esplanade, the anticipated split between traffic utilising the cul-de-sac and rat running vehicles was determined. It was assumed that the traffic utilising the cul-de-sac consists of vehicles travelling to and from the school and retirement village. Traffic generated by these developments was estimated based on the application of traffic generation rates (approximately 106 vehicles per hour in each direction on King George Avenue in both the AM and PM peak).

Northbound and southbound traffic that was previously utilising King George Avenue as a rat running route was redirected to The Crescent and Esplanade. This leads to the following traffic volumes on Wattle Avenue, The Crescent and Esplanade shown in Figure 24.



Figure 24 Scenario 5 traffic diversion

The two-way traffic volumes on key roads is summarised in Table 12 below.

Table 12 Scenario 5 rerouted traffic volumes

Road Name	AM Volume	PM Volume	Status
The Crescent	1004 (+284)	814 (+264)	Borderline
Esplanade	844 (+284)	924 (+264)	Borderline
Wattle Avenue	734 (+284)	574 (+264)	Borderline

The implementation of a cul-de-sac on King George Avenue is expected to result in 'borderline' performance on Wattle Avenue, The Crescent and Esplanade. While this may be acceptable in the short term, any additional increase in traffic may result in unacceptable performance on these roads. This may be mitigated through the installation of traffic calming devices on The Crescent, Wattle Avenue (east of King George Avenue) and the Esplanade (new speed humps, upgrading existing speed humps on the Esplanade to wombat crossings, slow points etc.). The aim of these traffic calming devices would be to encourage north-south traffic to use Brighton Road instead of the local road network.

Similar to the 'Option 2' treatment discussed in Section 3.1.2, this would have the potential to significantly disrupt the local road network, however at a greater extent as it would also impact on southbound movements along King George Avenue.

4.2.6 Scenario 6: Restrict access to Brighton Road from The Crescent to account for potential impacts of Brighton Road Level Crossing Upgrade project

This scenario involves restricting access between The Crescent and Brighton Road. Rather than being a traffic management intervention, this scenario investigates the possible impact of road network upgrades associated with the Brighton Road Level Crossing Upgrade project. It was assumed the existing rail level crossing would require some form of grade separation of the Seaford rail line, with this scenario exploring the potential closure of the intersection of The Crescent with Brighton Road.



Figure 25 Scenario 6 traffic diversion

If the intersection of The Crescent and Brighton Road was closed, this may cause traffic to be redirected to King George Avenue via Wattle Avenue, which would require amendments at the intersection of Brighton Road and Wattle Avenue to allow right turns in. As shown in Figure 25 this leads to 100-150 vehicles per hour being redirected to King George Avenue.

The two-way traffic volumes on key roads is summarised in Table 13 below.

Table 13 Scenario 6 rerouted traffic volumes

Road Name	AM Volume	PM Volume	Status
King George Avenue	1040 (+260)	910 (+170)	Unacceptable
Wattle Avenue	620 (+260)	470 (+170)	Borderline

As shown in Table 13, this increase in traffic on King George Avenue results in 'unacceptable' traffic volumes. This is primarily due to the already high traffic volumes present on this section of King George Avenue. While there is also an increase in traffic on Wattle Avenue, it only results in 'borderline' traffic volumes. Any additional increase in traffic volumes on Wattle Avenue has the potential to escalate traffic volumes to unacceptable levels.

To reduce traffic volumes on King George Avenue, a potential solution is to modify the existing roundabout at King George Avenue and Wattle Avenue to restrict vehicle speeds and improve pedestrian mobility. This may reduce the demand for vehicles travelling between King George Avenue and Wattle Avenue and encourage them to access Brighton Road from elsewhere in the road network.

4.2.7 Scenario 7: Implement a cul-de-sac on King George Avenue and restrict access to Brighton Road from the Crescent

This scenario represents a combination of scenarios 5 and 6. In this option, a cul-de-sac would be implemented on King George Avenue in addition to the potential closure of The Crescent at its intersection with Brighton Road associated with the Brighton Road Level Crossing Upgrade project. As discussed previously, the King George Avenue cul-de-sac diverts traffic to both The Crescent and Esplanade. With the connectivity of The Crescent being restricted in this case, it leads to significant traffic volumes being diverted to Wattle Avenue and the Esplanade.

As shown in Figure 26, this leads to an additional 300 vehicles per hour being diverted to Wattle Avenue and the Esplanade compared to the scenario where only the King George Avenue cul-de-sac was implemented.

The two-way traffic volumes on key roads for this scenario are summarised in Table 14.

Table 14 Scenario 7 rerouted traffic volumes

Road Name	AM Volume	PM Volume	Status
The Esplanade	1387 (+827)	1357 (+697)	Unacceptable
Wattle Avenue	1007 (+827)	927 (+697)	Unacceptable



Figure 26 Scenario 7 traffic diversion

The implementation of a cul-de-sac on King George Avenue combined with the closure of The Crescent results in 'unacceptable' traffic volumes on both the Esplanade and Wattle Avenue. Should the cul-de-sac be constructed on King George Avenue as well as the effective closure of The Crescent, it is recommended that significant traffic management methods be implemented on the Esplanade and Wattle Avenue. These measures should encourage vehicles to utilise Brighton Road, which would alleviate the pressure on the local road network.

This scenario also assumes amendments to the intersection of Wattle Avenue and Brighton Road that would allow southbound traffic on Brighton Road that currently access The Crescent to turn right into Wattle Avenue, which is currently restricted by a right-turn ban during peak times. This may be difficult to implement given the staggered arrangement of Wattle Avenue with Dunrobin Road, and would be subject to further investigation. Ultimately, any potential closure of The Crescent in association with the Brighton Road Level Crossing Upgrade project would be subject to further investigation and analysis as part of that project.

5.0 Brighton Road, Wattle Avenue and Dunrobin Road traffic signals

5.1 Background

Currently, the intersection of Brighton Road, Wattle Avenue and Dunrobin Road is in a staggered-T arrangement as shown in Figure 27.



Figure 27 Brighton Road – Wattle Avenue existing intersection layout

This intersection is subject to various operational and geometrical constraints that limit movements from both Wattle Avenue and Dunrobin Road. These include:

- A right-turn ban of movements from Brighton Road onto both Dunrobin Road and Wattle Avenue during the AM and PM peak periods on weekdays
- Right turn movements from Dunrobin Road and Wattle Avenue onto Brighton Road both need to negotiate four lanes of traffic, which is a potential safety concern and discourages vehicles from accessing Brighton Road.

These constraints may contribute to additional rat running along King George Avenue given it is a convenient north-south option parallel to Brighton Road. Improving the ability of vehicles to exit Wattle Avenue onto Brighton Road and Dunrobin Road has the potential to reduce traffic volumes on the road network within the Study Area.

The option considered in this case is to signalise this intersection while maintaining the same staggered-T arrangement (see Figure 28). This is because it is not possible to realign Wattle Avenue and Dunrobin Road without acquisition of existing commercial and residential properties on either side of Brighton Road. The intersection layout was selected to avoid any significant road widening on any of the approaches (due to property constraints).

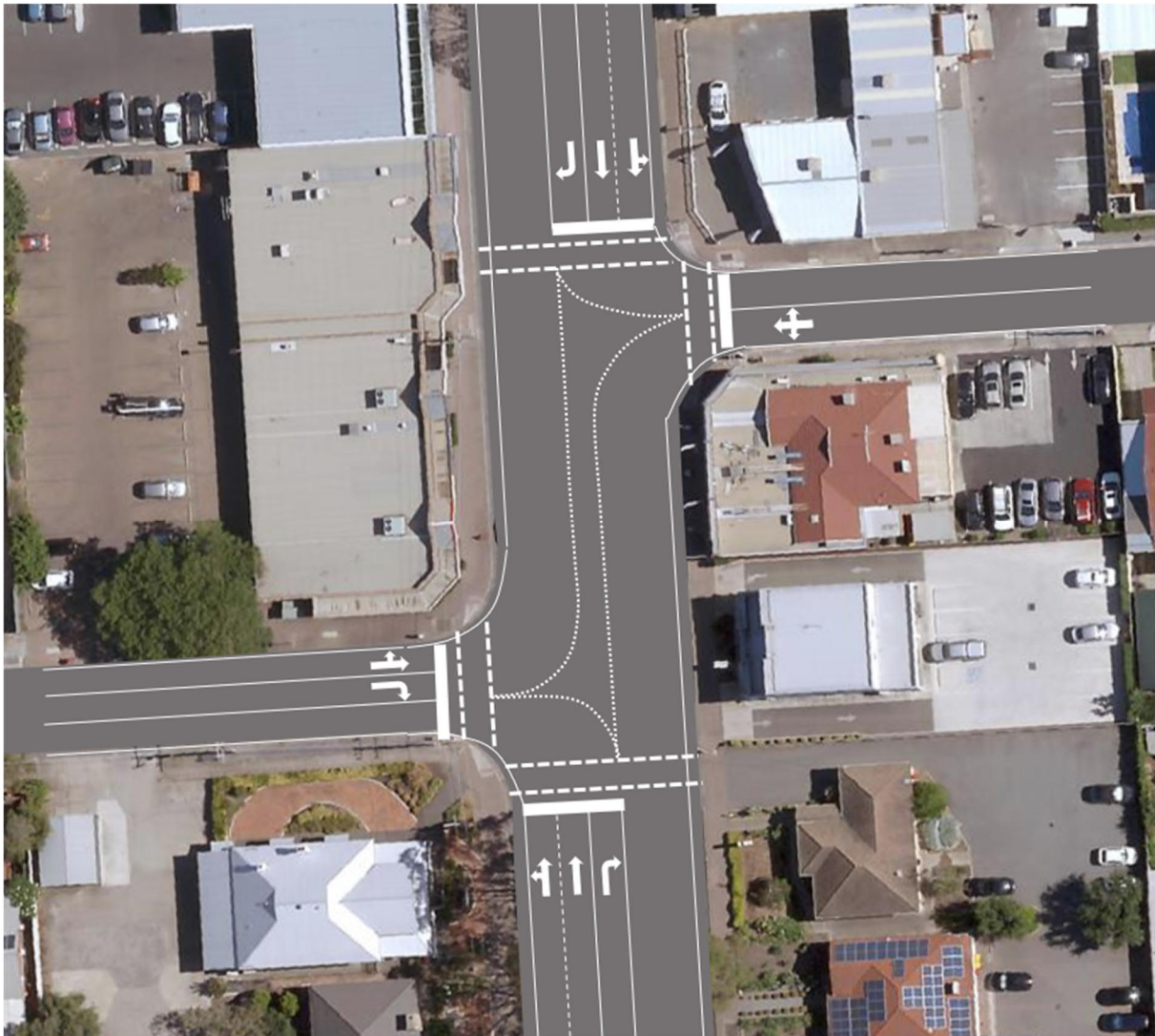


Figure 28 Brighton Road – Wattle Avenue proposed intersection layout

It should be noted that a roundabout is likely not appropriate at this location due to Brighton Road's function as a high capacity arterial road and the imbalanced traffic volumes at this intersection. Furthermore, a suitable roundabout for an arterial road such as Brighton Road would require a diameter of around 40 metres for the roadway alone, which would require substantial land acquisition.

5.2 Intersection modelling

A preliminary analysis of this intersection was undertaken using SIDRA Intersection Version 8 using an approximation of the intersection layout as shown in Figure 29. To estimate the traffic volumes for this new intersection layout traffic data from nearby DPTI intersection counts undertaken September 2018 were utilised. As the Oaklands Crossing project was under construction at the time, the Brighton Road volumes observed in this survey are likely to be above those currently experienced following the completion of the Oaklands Crossing project in July 2019. Interim turning volumes for currently restricted turning movements were estimated in lieu of actual volumes.

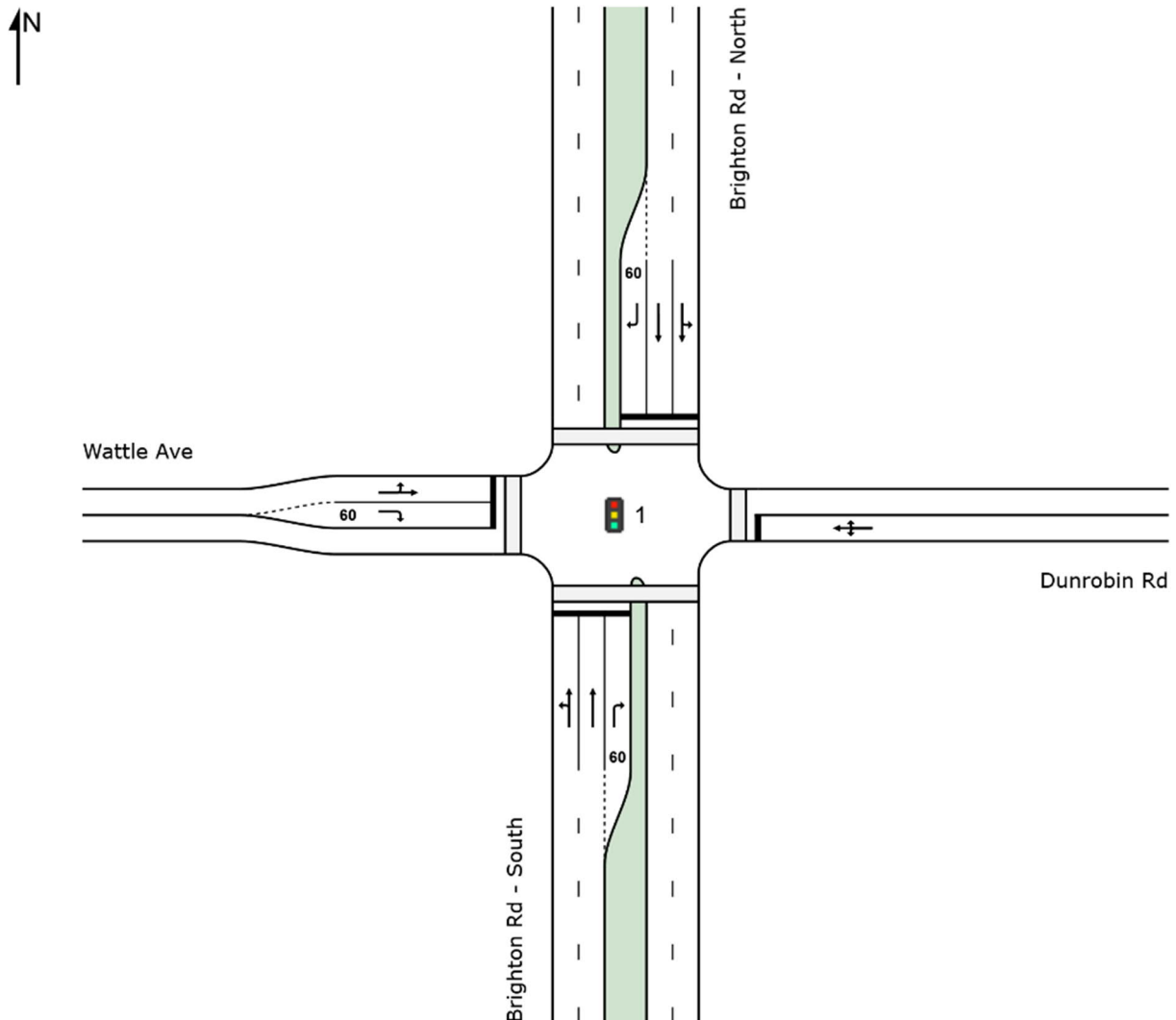


Figure 29 Brighton Road – Wattle Avenue SIDRA intersection layout

5.2.1 Summary of analysis

A brief summary of the results is provided in this section, with technical details along with a glossary provided in Appendix B. The modelling exercise considered AM and PM weekday peak hour periods for both a current-year (2019) scenario, plus a future 10-year (2029) scenario. The 10-year scenario was derived by applying a 1.5 percent growth factor (compounded annually) to all current-year movements.

The testing of traffic signals at this intersection indicated that there would be substantial queuing on Brighton Road, and high average delays for motorists during all scenarios with the PM peak having the worst conditions. These results are summarised in Table 15.

Table 15 Summary of modelling results

Scenario	Degree of Saturation	Average Delay (sec)	Worst Approach Queue (m)
AM Peak – 2019	1.038	67.9	631.5
AM Peak – 2029	1.279	167.1	998.3
PM Peak – 2019	1.101	104.5	960.7
PM Peak – 2029	1.239	154.5	1152.9

Lengthy queues on Brighton Road extending south from Wattle Avenue are a particular issue due to the current rail level crossing, which is located approximately 250 metres to the south. Whilst excessive queues could be managed due to the current presence of traffic signals at the rail level crossing (in addition to flashing lights and boom gates), however the increased risk of vehicles queuing across the rail lines is undesirable. The Brighton Road Level Crossing Upgrade project would eliminate this issue once complete, as well as remove an existing major capacity constraint along the Brighton Road corridor.

The primary issue with the signalisation of this intersection is the considerable impact it has on vehicle delays and queues on Brighton Road. This is because priority is given to through movements on Brighton Road due to its function as an arterial movement corridor. The introduction of traffic signals would therefore interrupt the dominant through movements along Brighton Road. The staggered arrangement of Wattle Avenue and Dunrobin Road is also a factor, as this orientation does not allow for the storage of right-turning vehicles on Brighton Road in the area between each side road intersection. Staggered intersections oriented the other way, such as at the intersection of Brighton Road, Oaklands Road and Whyte Street (as shown in Figure 30) are able to accommodate right-turning vehicles in advance of the conflicting area of the intersection, which allows better coordination of the traffic signals and overall greater efficiency.



Figure 30 Comparison with Brighton Road, Oaklands Road and Whyte Street staggered intersection

Despite the poor results achieved in this analysis, the performance reflects the results for other intersections along Brighton Road as reported in the Road Management Plan for Brighton Road¹, given the high traffic volumes carried during peak periods.

The potential for signalisation of this intersection to generate additional rat-running along King George Avenue should also be considered. The addition of congestion and delays on Brighton Road is likely to lead to motorists seeking alternative routes, which could exacerbate the issues currently experienced on parallel north-south routes to the west of Brighton Road.

¹ Road Management Plan (Short to Medium Term) Brighton Road (Anzac Highway, Glenelg to Scholefield Road, Seacliff Park), SA Department of Planning, Transport and Infrastructure, October 2017

5.2.3 Limitations

The SIDRA analysis undertaken for this intersection is preliminary in nature and is only intended to demonstrate the concept of the staggered signalised intersection. The intersection volumes were also based on traffic counts conducted in 2018 when works were being undertaken on the Oaklands Rail Crossing. This means that traffic volumes on Brighton Road that were modelled could be higher than the existing operations in 2019. To obtain a better understanding of the proposed intersection performance and interaction with the wider network, it is suggested that more current traffic volume estimates are obtained to inform a more detailed analysis.

The application of a growth factor to estimate future-year volumes is also a basic approach and not necessarily representative of likely traffic volumes. A more detailed analysis should involve forecasts obtained from DPTI's strategic transport model, which considers wider forecast network influences such as new road links and projected development.

Despite the results of this analysis indicating that the proposed traffic signals would operate poorly, there would be benefit in exploring this proposal further in more detail in conjunction with the Brighton Road Level Crossing Upgrade project, especially if the ultimate design results in changes to the local road network.

6.0 Proposed mitigation measures

6.1 Discussion

Based on the analysis presented in Section 4.0 the intervention proposals raised in Section 1.3 are discussed in detail below. Proposed mitigation measures are presented in the following levels of intervention:

- **Low intervention** – effectively ‘do nothing’ or ‘do minimum’, such as installation of signage or amendments to policy
- **Medium intervention** – includes treatments involving the installation of infrastructure, with some level of disruption to the road network
- **High intervention** – significant infrastructure treatments resulting in high levels of disruption

Further details on the recommended interventions are provided in Section 6.2.

6.1.1 King George Avenue, south of roundabout at Wattle Avenue

The primary role of King George Avenue within the study area is to provide local access to the development that fronts the roadway (e.g. dwellings, the school site, Townsend Park), as well as provide access to lower-order streets such as King Street and Alfreda Street.

As King George Avenue currently provides a direct north-south connection for 2.1 kilometres alongside Brighton Road, there is the potential for traffic to be attracted away from the arterial road network during periods of congestion, especially as it connects into other north-south roads that allow traffic to avoid Brighton Road (e.g. Scarborough Street and Tarlton Street in the north, Cedar Avenue and the Esplanade in the south).

Therefore, the most effective solutions to **deter traffic from travelling along King George Avenue south of Wattle Avenue** should reduce its desirability for traffic to re-route from Brighton Road. Care should be taken however to ensure that local property access is not impeded, although any intervention is likely to reduce convenience levels for local access.

- Low intervention measures:
 - Reduce the posted speed limit of local roads, e.g. to 40 km/h or 30 km/h (noting that a 25 km/h limit applies during school periods)
 - Install guide signage (non-regulatory) requesting local traffic only (not enforceable)
 - Support the school to encourage appropriate active travel options for students located within walking or cycling distance to school, such as a ‘walking bus’ where students meet at an agreed location and walk to school as a group under parental or teacher supervision
- Medium intervention measures:
 - Install traffic calming devices at suitable intervals, e.g. ‘Watts’ profile road humps, flat-top road humps, chicanes, slow points
 - Install full-time priority pedestrian treatments (e.g. zebra crossing) associated with traffic calming devices e.g. wombat crossing on a flat-top road hump
 - Install additional ‘kiss & drop’ indented parking bays alongside the school site, to reduce any potential for vehicle queues at the existing sole facility, as shown in Figure 31
- High intervention measures:
 - Installation of extended raised platforms (e.g. at Wattle Avenue and King Street entry points, at the school crossing, or on the full length of road) potentially with textured surface treatment to signal to motorists of a reduced speed environment
 - Access restrictions to King George Avenue at its intersection with King Street requiring any traffic with an origin/destination to the south to seek an alternative route, such as one of the interventions concepts described in Section 3.0 or full road closure as shown in Figure 33.

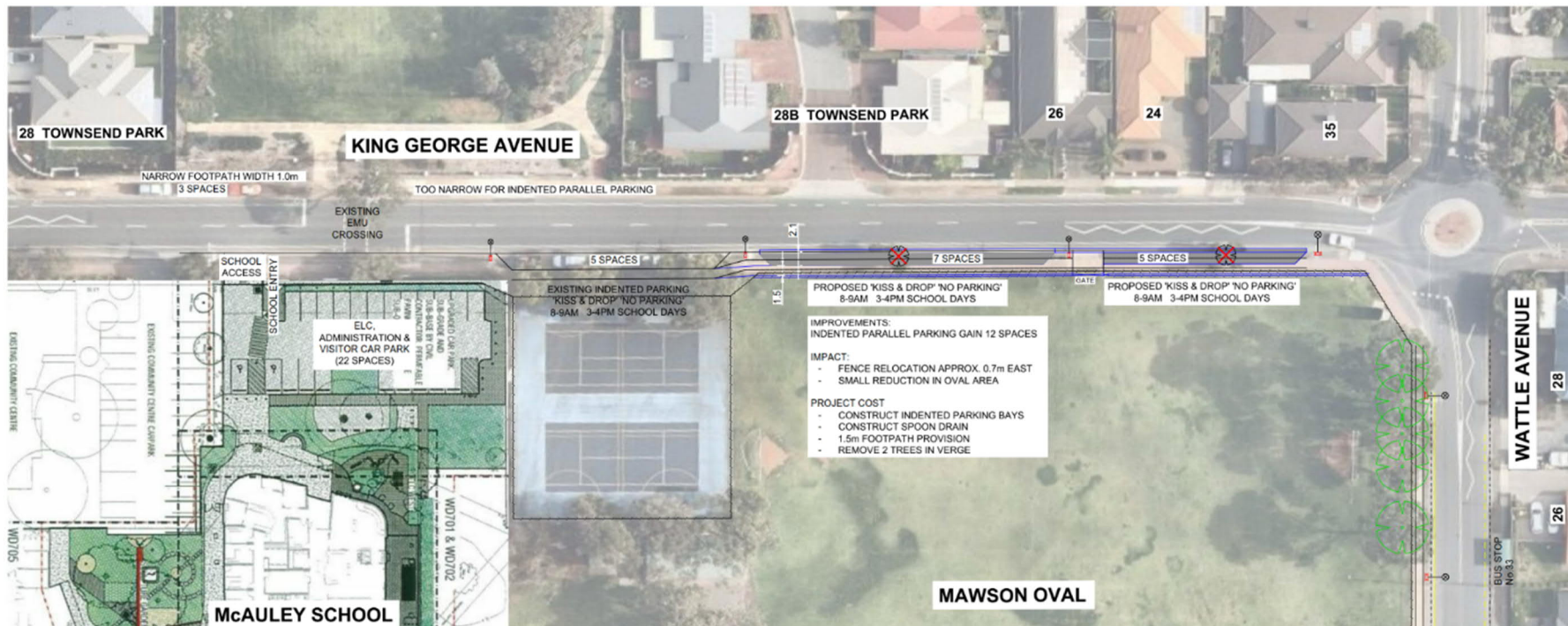


Figure 31 Proposed parking management improvements at King George Avenue (supplied by City of Holdfast Bay, dated August 2019)



Figure 32 Potential mitigation measures – King George Avenue, south of Wattle Avenue



Figure 33 Potential road closure on King George Avenue, north of King Street

6.1.2 King George Avenue, north of roundabout at Wattle Avenue

Although outside the specified study area, King George Avenue north of the Wattle Avenue roundabout is similar to its section south of the roundabout but with higher traffic volumes. Some of this traffic is likely to be associated with Brighton Secondary School and the Minda site, however it is likely to involve a significant proportion of traffic avoiding Brighton Road congestion including the section of King George Avenue through the study area.

- Low intervention measures:
 - Reduce the posted speed limit of local roads, e.g. to 40 km/h or 30 km/h
 - Install guide signage (non-regulatory) requesting local traffic only (not enforceable)
- Medium intervention measures:
 - Install traffic calming devices at suitable intervals, e.g. 'Watts' profile road humps, flat-top road humps, chicanes, slow points
 - Install full-time priority pedestrian treatments (e.g. zebra crossing) at key pedestrian desire-lines, associated with traffic calming devices e.g. wombat crossing on a flat-top road hump
- High intervention measures:
 - Installation of extended raised platforms in the area fronting Brighton Secondary School and Minda, potentially with textured surface treatment to signal to motorists of a reduced speed environment
 - Convert pedestrian-activated traffic signals to full-time pedestrian crossings with significant traffic calming devices (e.g. wombat crossing, approach speed humps etc.)

An overview of these potential treatments is provided in Figure 34.



Figure 34 Potential mitigation measures – King George Avenue, north of Wattle Avenue

6.1.3 The Crescent, north of Jetty Road

The Crescent's location adjacent to the Seaford rail corridor results in dwellings fronting only one side of the road. The resultant reduction in side-of-road conflicts makes The Crescent more desirable for traffic to travel along. Whilst this is less of a concern for vehicles travelling to and from Brighton Road, the current road network allows traffic to filter between The Crescent and King George Avenue resulting in undesirable traffic volumes on local roads such as King Street.

Therefore, any interventions with the aim of significantly reducing traffic volumes on The Crescent are not recommended as this road is currently an important connection between Brighton Road and Jetty Road for access to local roads such as Alfreda Street and Dunluce Avenue. It is also an important cycling link alongside the rail corridor. Interventions should instead be focused on reducing the desirability of King George Avenue, as The Crescent currently has some capacity to carry traffic diversions, particularly to and from Brighton Road.

- Low intervention measures:
 - Reduce the posted speed limit of local roads, e.g. to 40 km/h or 30 km/h
 - Install guide signage (non-regulatory) requesting local traffic only (not enforceable)
- Medium intervention measures:
 - Install traffic calming devices at suitable intervals, e.g. 'Watts' profile road humps, flat-top road humps, chicanes, slow points – noting that the existing chicane-style arrangements at Colton Avenue and King Street already provide a level of traffic calming at The Crescent's northern end

An overview of these potential treatments is provided in Figure 35.



Figure 35 Potential mitigation measures – The Crescent

6.1.4 Colton Avenue, one-way northbound traffic flow only

As outlined in Section 4.2.1, restricting Colton Avenue to one-way northbound flow provides some advantages, especially associated with the school. This would remove opposing-vehicle conflicts currently experienced with two-way flow, improve safety for pedestrians crossing the road as vehicles would only be approaching from a single direction and increase on-street parking opportunities.

A one-way northbound arrangement would however impact local residences located between Colton Avenue and Brighton Road, whose access options would be limited from the existing arrangement as follows:

- Exiting the area to travel to the north – little to no impact
- Exiting the area to travel to the south – some impact, as access to The Crescent no longer available
- Travelling to the area from the north – moderate impact, as vehicles would be required to access Colton Avenue via The Crescent or Townsend Avenue, either from Brighton Road or King George Avenue and King Street
- Travelling to the area from the south – no impact

Whilst potential road network impacts associated with the Brighton Road Level Crossing Upgrade project are currently unknown, if access to The Crescent from Brighton Road was closed (either temporarily or permanently) this would further impact access to Colton Avenue if it was configured one-way northbound.

As Colton Avenue is unlikely to attract any additional traffic other than what is generated by local residences and the school, any interventions should focus on traffic calming during the times of peak activity associated with drop off and pick up of students.

- Low intervention measures:
 - Reduce the posted speed limit of local roads, e.g. to 40 km/h or 30 km/h
- Medium intervention measures:
 - Install full-time priority pedestrian treatments (e.g. upgrade 'emu crossing' with a full-time zebra crossing) at key pedestrian desire-lines, associated with traffic calming devices such as a wombat crossing on a flat-top road hump
 - Install additional 'kiss & drop' indented parking bays alongside the school site, to reduce any potential for vehicle queues at the existing sole facility, as shown in Figure 36
- High intervention measures:
 - Implement a one-way northbound arrangement along the full length of Colton Avenue from The Crescent to Wattle Avenue. This would require the installation of regulatory signage (e.g. No Entry, One Way, No Right/Left Turn) and linemarking (pavement arrows), plus a commitment from SA Police to enforce this arrangement.



Figure 36 Proposed parking management improvements at Colton Avenue (supplied by City of Holdfast Bay, dated August 2019)

6.1.5 King George Avenue, reversible one-way tidal flow

The aim of a reversible one-way scheme would be to match the peak demands of typical commuter traffic, e.g. northbound during the morning and southbound during the afternoon/evening. This arrangement is utilised on multi-lane roads such as the central lane of Flagstaff Road at Darlington, or the Southern Expressway prior to its duplication in 2014.

Whilst the analysis in Section 4.2 shows that the potential impacts of this arrangement on other roads range from acceptable to borderline, it would be challenging to manage, difficult to enforce, and would likely result in confusion for motorists. Austroads² provides some guidance on tidal flow operations, however this applies only to motorways, expressways and arterial roads which indicates that this is unlikely to be appropriate for local roads.

Such an arrangement may also be counter-productive for reducing undesirable through-traffic travelling within the Study Area, as it could have the effect of attracting more traffic from Brighton Road given less opposing (oncoming) traffic. Furthermore, restricting morning traffic to northbound only would remove the opportunity for the set down of students alongside the school frontage.

There would also be other logistical problems implementing this scheme such as: managing access from adjoining development (e.g. dwellings, Townsend Park retirement village, Community Centre) to ensure that vehicles entering King George Avenue know which one-way direction is currently under operation; resources required to change signage twice-daily as the tidal flow changes; managing vehicle speeds given the lack of any opposing traffic; and enforcement of one-way traffic flows.

Therefore, based on the discussion above, the implementation of reversible, one-way tidal flow on King George Avenue is not supported.

² Austroads AGTM05-19 Guide to Traffic Management Part 5: Road Management, Section 5.2.3

6.1.6 King Street, The Crescent, Alfreda Street and King George Avenue, circuitous one-way arrangement

In order to reduce the difficulty for residents on King Street (east of King George Avenue) and King George Avenue (south of King Street) entering and exiting their driveways, a circuitous one-way arrangement has been proposed as shown in Figure 37. Approaching vehicles would then be limited to one direction only on small sections of King Street, Alfreda Street and King George Avenue as shown. The Crescent would retain two-way traffic movements.

The assessment of this one-way arrangement in Section 4.2 shows that whilst traffic volumes would be reduced at the eastern end of King Street, they would be significantly increased on the sections of The Crescent, Alfreda Street and King George Avenue affected by the re-routed traffic.

Therefore, it is unlikely that the application of a circuitous one-way arrangement would have significant benefits to the local area. A network of one-way roads also has the potential to confuse motorists who are unfamiliar with the area. Based on this analysis, the proposed circuitous one-way arrangement is not recommended.



Figure 37 Proposed circuitous one-way arrangement

6.1.7 Wattle Avenue at Brighton Road, installation of traffic signals

South of Glenelg, the City of Holdfast Bay's local road network is significantly constrained to the west of Brighton Road due to a lack of traffic signals that provide safe opportunities for vehicles to turn right onto Brighton Road. South of Diagonal Road (Glenelg East), traffic signals allowing right turns onto Brighton Road are only provided at Whyte Street (Somerton Park) and Jetty Road (Brighton). This lack of accessibility is likely to be one of the key reasons why traffic travels along King George Road and other north-south routes, that should otherwise be utilising Brighton Road.

To improve accessibility to this area, the installation of traffic signals at the intersection of Brighton Road and Wattle Avenue is proposed. Improved accessibility onto Brighton Road at this location could work well in conjunction with traffic calming measures that impede movement along King George Avenue. The proximity of Wattle Avenue to Dunrobin Road (on the eastern side of Brighton Road) is likely to mean that any potential traffic signal arrangement would need to incorporate both of these intersections as a coordinated, staggered arrangement.

Existing route bus services that are required to turn right out of Wattle Avenue and Dunrobin Road would benefit from traffic signals. Existing right-turn bans from Brighton Road into Wattle Avenue and Dunrobin Road during peak times could also be removed.

As outlined in Section 5.0, a preliminary assessment of potential traffic signals shows that managing queues along Brighton Road would be an issue. This is particularly important when considering Wattle Avenue's current proximity to the rail level crossing at Hove, which is approximately 230 metres away. Any traffic signals at Wattle Avenue would need to be carefully coordinated with operations of the rail level crossing until this is grade-separated in approximately 2023, to ensure that northbound vehicles on Brighton Road do not form queues beyond 230 metres.

Despite the results of the preliminary analysis in Section 5.0, it is recommended that the provision of traffic signals at the intersection of Wattle Avenue and Dunrobin Road be further explored, potentially as a component of the level crossing upgrade project. Traffic signals also have the potential to improve accessibility for the route bus services that access/egress Wattle Avenue and Dunrobin Road to/from Brighton Road, and could be further discussed with the South Australian Public Transport Authority (SAPTA) and/or DPTI.

6.1.8 Impacts of Brighton Road Level Crossing Upgrade project on local roads

In 2019 the Federal and State governments jointly announced \$171 million funding towards the grade separation of the Seaford rail line and Brighton Road at Hove. This compares closely with the recently-completed Oaklands Crossing grade-separation project within the City of Marion, which involved a \$174 million funding announcement in 2017.

DPTI are currently undertaking preliminary investigations into this project, which is expected to be delivered by 2023. Little detail is available at this stage, with design options having the potential to significantly affect accessibility and the urban form of the immediate surrounding area. A comparison of some positive and negative attributes potentially associated with potential grade-separation approaches are provided in Appendix C.

Until DPTI releases the feasible design concept options it is only possible to speculate about the potential impacts of the project. If the existing rail alignment is retained at-grade, access to numerous existing businesses, child care centres and side-streets (The Crescent, Addison Road) is likely to be significantly impacted.

A rail underpass with the road being retained at grade appears to be the best option at Hove, however this is likely to impact The Crescent and Addison Road including the temporary or permanent removal of one or both of their intersections with Brighton Road. This could result in significant impacts to the local road network.

The potential impact of temporary or permanent closure of The Crescent at its intersection with Brighton Road has been assessed in Section 4.2. The Crescent currently provides convenient access to and from Brighton Road (all movements except for right turns out of The Crescent) which are assisted by traffic signals just north of the current level crossing. Temporary or permanent removal of this access point is therefore likely to exacerbate existing issues on King Street and King George Avenue, unless other interventions are introduced, such as:

- Provision of traffic signals at Wattle Avenue, allowing both right and left turns into and out of Brighton Road
- Introduction of traffic calming along King George Avenue to reduce this road's desirability for north-south traffic movements
- Improved turn-lane capacity at the intersection of Jetty Road (Brighton) and Brighton Road, consistent with the recommendations in the Brighton Road Management Plan

The potential conversion of Colton Avenue to one-way northbound only would also require significant traffic re-routing, as access to this road would only be available via the internal road network (west of the rail corridor) or Murray Street for vehicles travelling northbound along Brighton Road. Ultimately, potential local road impacts associated with the Brighton Road Level Crossing Upgrade project should be negotiated with DPTI.

6.1.9 Other considerations within the study area

Whilst the focus of this LATM study has been on existing issues on King Street and King George Avenue, potential treatments can also be considered throughout the study area:

- Low intervention measures:
 - Reduce the posted speed limit of local roads, e.g. to 40 km/h or 30 km/h
 - Amend longitudinal linemarking along Jetty Road between The Crescent and the Esplanade to reduced travel lane widths to 3.0 metres for traffic calming – the redundant space could be provided for additional parallel parking manoeuvring space, or a 2.5 metre wide painted median
 - Install centre linemarking along Wattle Avenue (AS1742 recommends dividing line markings on urban roads with average daily volumes of 2,500 vehicles and above)
- Medium intervention measures:
 - Install full-time priority pedestrian treatments (e.g. zebra crossing) at key pedestrian desire-lines, associated with traffic calming devices
 - Painting of road murals on Jetty Road and the Esplanade associated with neighbouring development themes (e.g. cafes, coastal foreshore)
 - Replace existing road humps along the Esplanade with flat-top pedestrian crossings (wombat crossings) at key locations
- High intervention measures:
 - Convert roundabouts approaches from tangential geometry (favouring vehicle manoeuvrability) to radial (favouring pedestrians and cyclists), an example of which has recently been implemented by the City of Unley as shown in Figure 38. This treatment changing the splitter islands and adding kerbside nibs to narrow vehicle lanes and subsequently reduce vehicle entry and exit speeds at roundabouts, providing more time for pedestrians and cyclists to negotiate vehicles.



Figure 38 Example roundabout upgrade – intersection of Rugby St & Edmund Ave, Unley (Source: Nearmap)

6.2 Recommended interventions

Introducing changes to a road network often has both positive and negative impacts. The reduction of traffic volumes in one street often results in a subsequent increase on other roads, which could prompt a negative response from residents affected by these changes. Other residents that may currently contribute to undesirable traffic volumes on particular roads may resent a reduction in their level of convenience even if it results in an overall improvement to safety and amenity on the local road network.

Any significant changes should involve genuine consultation with the affected community prior to implementation, as this can assist with the long-term acceptance of treatment options. The recommended interventions listed in Table 16 and Table 17 and displayed in Figure 39 may not all need to be implemented. Some interventions may improve conditions to a suitable level with no further improvements required, whereas others may not attain an appropriate level of acceptance by the community.

A key issue for the study area is the expected upcoming changes to traffic patterns following the opening of the McAuley Community School in 2020, as well as the potential impact of the Brighton Road Level Crossing Upgrade project both during construction and upon completion.

Whilst a different school was operating on the McAuley site up until the end of 2018, this involved an older age cohort which may have had different traffic characteristics than the new school with younger students. Until the effects of the new McAuley school can be assessed, it is recommended that any immediate traffic management interventions be low-cost and possibly even implemented on a trial basis.

The potential for the Brighton Road Level Crossing Upgrade project to disrupt the local road network is also a major reason to limit expenditure on traffic interventions until the project's impacts are better understood. As there is a high likelihood of traffic and access conditions to change significantly during the various phases of construction, it is also recommended that any major traffic management interventions only be explored further once the area is assessed upon completion of the level crossing project.

Council may also consider lobbying DPTI to implement upgrades proposed in the Road Management Plan for Brighton Road. Particularly, the upgrades to extend turn-lane storage at the intersection of Jetty Road (Brighton) and Brighton Road could alleviate some of the congestion experienced at this intersection, encouraging more motorists to travel via the arterial road network.

To address the uncertainty caused by the McAuley Community School and Brighton Road Level Crossing Upgrade project, recommended interventions have been separated into projects for immediate implementation in Table 16, and potential longer-term projects for further consideration following completion of the level crossing project in Table 17. Cost estimate ranges have been provided for each project, however these are for indicative purposes only to assist with prioritisation. Infrastructure costs can be significantly impacted by a number of variables such as the presence of underground services, traffic control requirements and landscaping.

Ultimately, any mitigation measures are subject to available funding and any regulatory approval such as changes to speed limits. Careful selection of traffic calming devices is required to ensure that any local amenity impacts are minimised. An example of this would be vertical-transition treatments such as road humps, which can generate additional noise when the wheels of vehicles traverse these devices if not appropriately designed.

Table 16 Recommended projects – for immediate implementation

Site	Project	Priority	Indicative Cost
1. Intersection of The Crescent and King Street	Install No Left Turn sign at intersection for northbound vehicles on The Crescent turning left into King Street. This would force vehicles travelling northbound on King George Avenue (north of King Street) to turn left from The Crescent further south, reducing conflicting traffic in King Street. An option includes signposting this restriction to operate only during weekday peak times. The restriction could also be initially installed on a trial-basis, and either retained or removed following a review of its impact.	High	\$500 to \$2,000
2. Wattle Avenue, between Brighton Road & the Esplanade	Mark road dividing line along full length of road to better delineate opposing vehicles and assist with traffic calming.	High	\$1,000 to \$3,000
3. McAuley Community School	Liaise with McAuley Community School to encourage and promote active travel options for students within reasonable walking and cycling distance.	High	Nil
4. Jetty Road (Brighton), between The Crescent and the Esplanade	Amend longitudinal linemarking between The Crescent and the Esplanade to reduce travel lane widths to 3.0m, either by installing edgelines (providing additional buffer for kerbside parking) or by installing a wide, painted median with appropriate transitions where kerbs narrow at the western end of Jetty Road	High	\$2,000 to \$5,000
5. King George Avenue, between Wattle Avenue & King Street	Install road humps / speed cushions between Wattle Avenue & King Street at approx. 100m intervals to reduce desirability for vehicles to divert from Brighton Road onto the local network (cost estimate assumes 'Watts' profile humps constructed with asphalt).	Medium	\$15,000 to \$40,000
6. Wattle Avenue, between King George Avenue & the Esplanade	Install road humps / speed cushions between King George Avenue & the Esplanade at approx. 100m intervals to reduce desirability for vehicles to divert from Brighton Road onto the local network (cost estimate assumes 'Watts' profile humps constructed with asphalt).	Medium	\$30,000 to \$80,000
7. King George Avenue, between Wattle Avenue & King Street	Install additional indented 'kiss & drop' parking bays along eastern side of road next to Mawson Oval to facilitate student set-down and pick-up	Medium	\$10,000 to \$25,000
8. Colton Avenue	Convert Colton Avenue to one-way northbound traffic only, install additional indented 'kiss & drop' parking bays along western side of road, and additional indented parking bays along western side of the road to facilitate student set-down and pick-up.	Medium	\$30,000 to \$80,000
9. The Crescent, between King Street & Jetty Road	Install road humps / speed cushions between King Street & Jetty Road at approx. 100m intervals to reduce desirability for vehicles to divert from Brighton Road onto the local network.	Medium	\$20,000 to \$55,000
10. Whole study area	Implement area-wide reduction of posted speed limit to 40km/h or 30km/h, subject to consultation with DPTI	Medium	\$3,000 to \$8,000

Table 17 Potential projects – for longer-term implementation following opening of McAuley Community School and completion of Brighton Road Level Crossing Upgrade project

Site	Project	Priority	Indicative Cost
11. King George Avenue adjacent to McAuley Community School	Upgrade school 'emu' crossing to full-time raised pedestrian 'zebra' crossing (e.g. wombat crossing or extended raised platform with textured surface).	Medium	\$20,000 to \$50,000
12. Colton Avenue adjacent to McAuley Community School	Upgrade school 'emu' crossing to full-time raised pedestrian 'zebra' crossing (e.g. wombat crossing or extended raised platform with textured surface).	Medium	\$20,000 to \$50,000
13. The Esplanade, between Wattle Avenue and Jetty Road (Brighton)	Targeted upgrades of existing road humps to wombat crossings at locations with pedestrian desire lines, improving safety and amenity for pedestrians whilst reducing priority for vehicles.	Medium	\$50,000 to \$120,000
14. King George Avenue, between Wattle Avenue & King Street	Install extended raised platforms with textured surface at either end of section between Wattle Avenue and King Street, denoting a lower-order road environment.	Low	\$50,000 to \$120,000
15. Intersection of King George Avenue & King Street	Partial or full closure of King George Avenue at King Street (e.g. implement Option 2 from Section 3.1, or install cul-de-sac just south of Townsend Park access, provide driveway access to Community Centre & local residences as required).	Low	\$80,000 to \$200,000
16. Intersection of Wattle Avenue & King George Avenue	Convert approach / departure geometry at roundabout from tangential to radial (subject to design for bus movements) to slow down vehicle negotiation speeds improving safety and amenity for pedestrians and cyclists.	Low	\$60,000 to \$120,000
17. Intersection of the Esplanade & Jetty Road (Brighton)	Convert approach / departure geometry at round from tangential to radial to slow down vehicle negotiation speeds improving safety and amenity for pedestrians and cyclists.	Low	\$40,000 to \$90,000

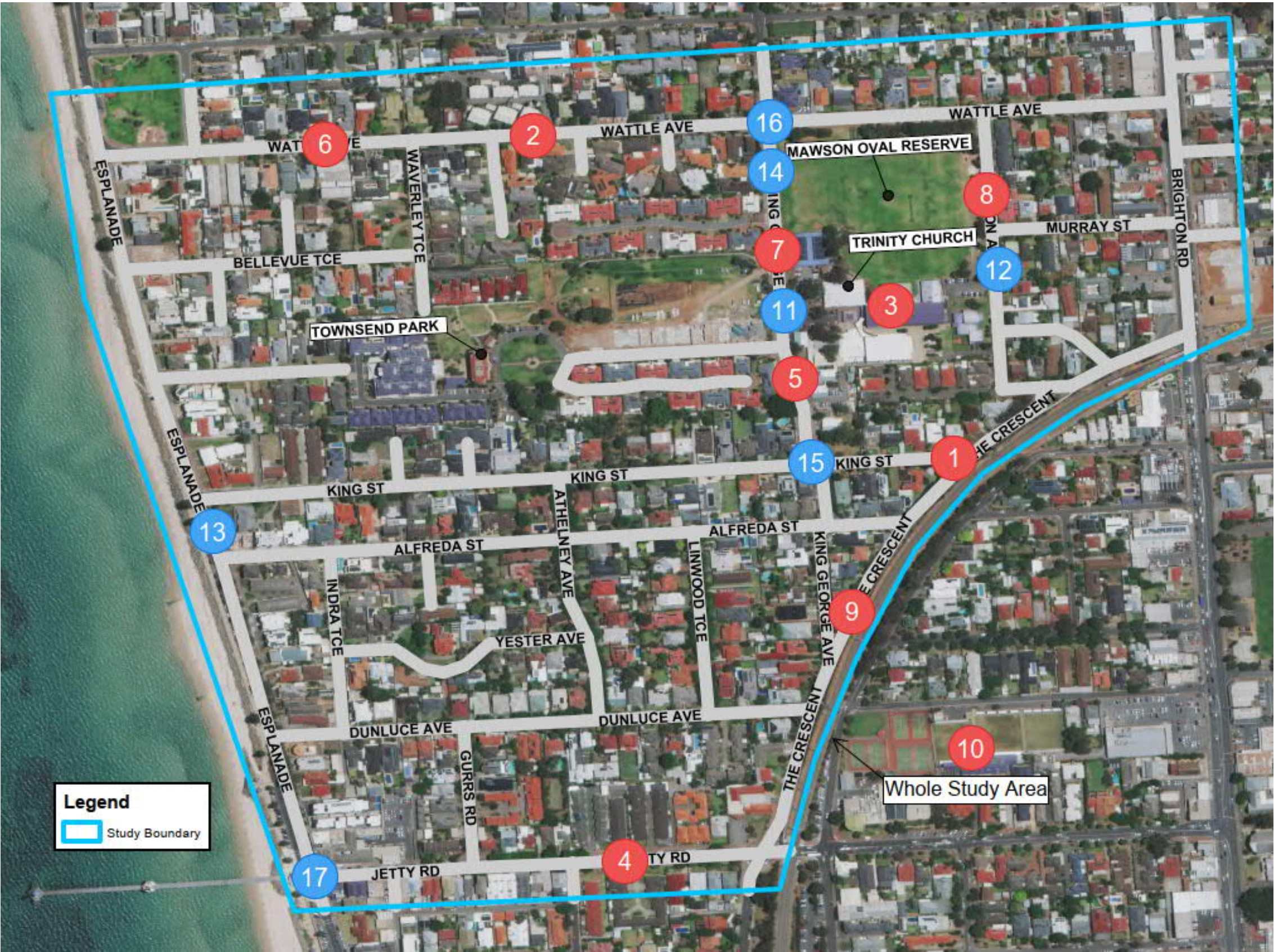
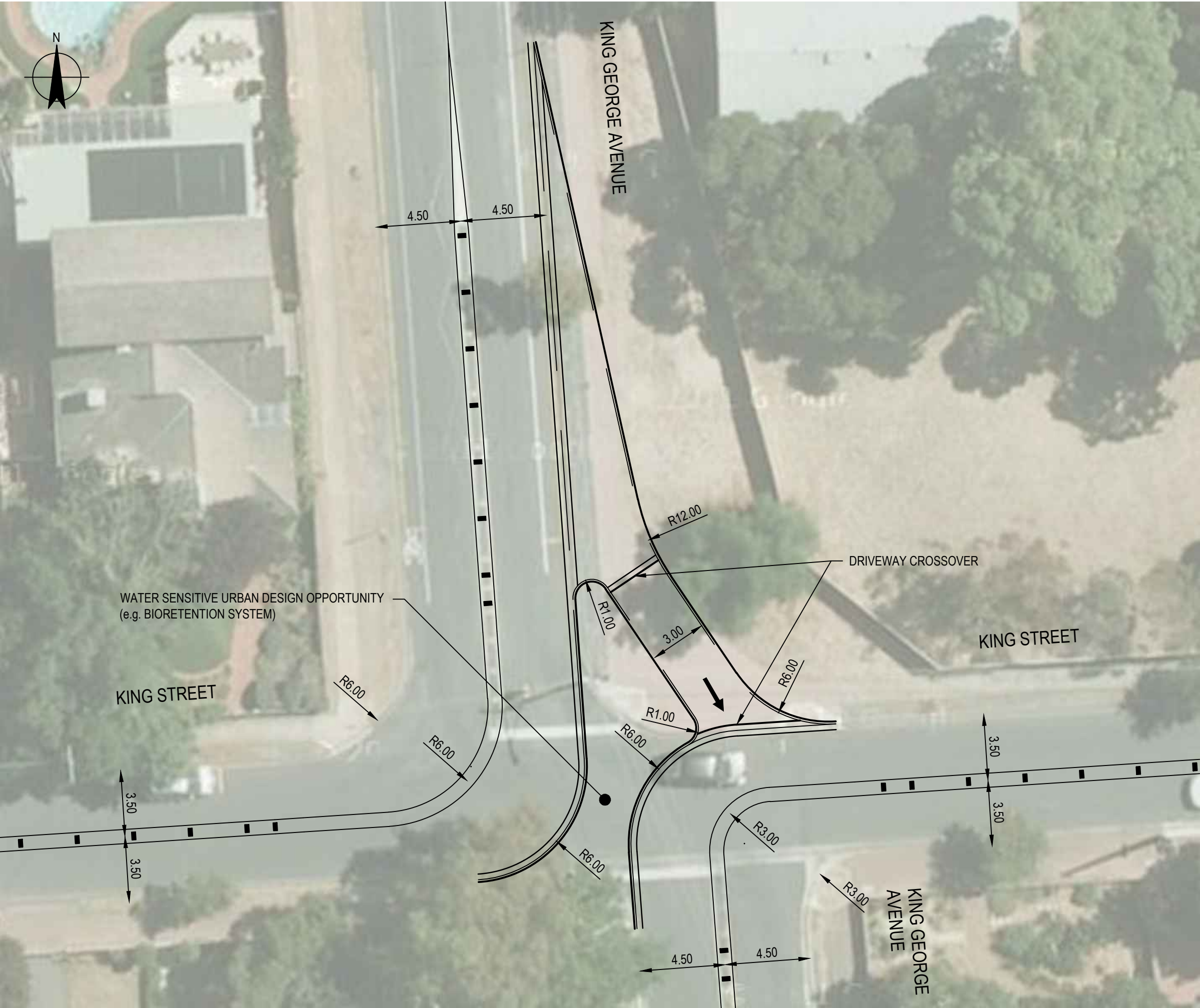


Figure 39 Map of recommendations

Appendix A

King George Avenue and King Street Intersection Upgrade Concept Plans



PRELIMINARY

rev	description	app'd	date
A	INITIAL ISSUE		

CITY OF HOLDFAST BAY
KING STREET/KING GEORGE AVENUE
INTERSECTION UPGRADE
CONCEPT PLAN - OPTION 2



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scale 1:200 for A3 job no. 33-17853
date APRIL 2015 rev no. A

approved (PD) SK002



NOTE:
1. NO THROUGH ROAD SIGNS TO BE INSTALLED ON KING STREET AT APPROPRIATE LOCATIONS.

PRELIMINARY

rev	description	app'd	date
A	INITIAL ISSUE		

CITY OF HOLDFAST BAY
KING STREET/KING GEORGE AVENUE
INTERSECTION UPGRADE
CONCEPT PLAN - OPTION 3



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date | MAY 2015 rev no. | A

approved (PD) SK003



PRELIMINARY

A	INITIAL ISSUE		
rev	description	app'd	date

CITY OF HOLDFAST BAY
KING STREET/KING GEORGE AVENUE
INTERSECTION UPGRADE
CONCEPT PLAN - OPTION 4



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Appendix B

Technical note -
modelling for
intersection of Brighton
Road, Wattle Avenue
and Dunrobin Road

Appendix B Technical note - modelling for intersection of Brighton Road, Wattle Avenue and Dunrobin Road

A preliminary analysis of this intersection was undertaken using SIDRA Intersection Version 8 using an approximation of the intersection layout as shown in Figure 40. To estimate the traffic volumes for this new intersection layout traffic data from nearby DPTI intersection counts undertaken September 2018 were utilised. As the Oaklands Crossing project was under construction at the time, the Brighton Road volumes observed in this survey are likely to be above those currently experienced now that the Oaklands Crossing project is complete. Interim turning volumes for currently restricted turning movements were estimated in lieu of actual volumes.

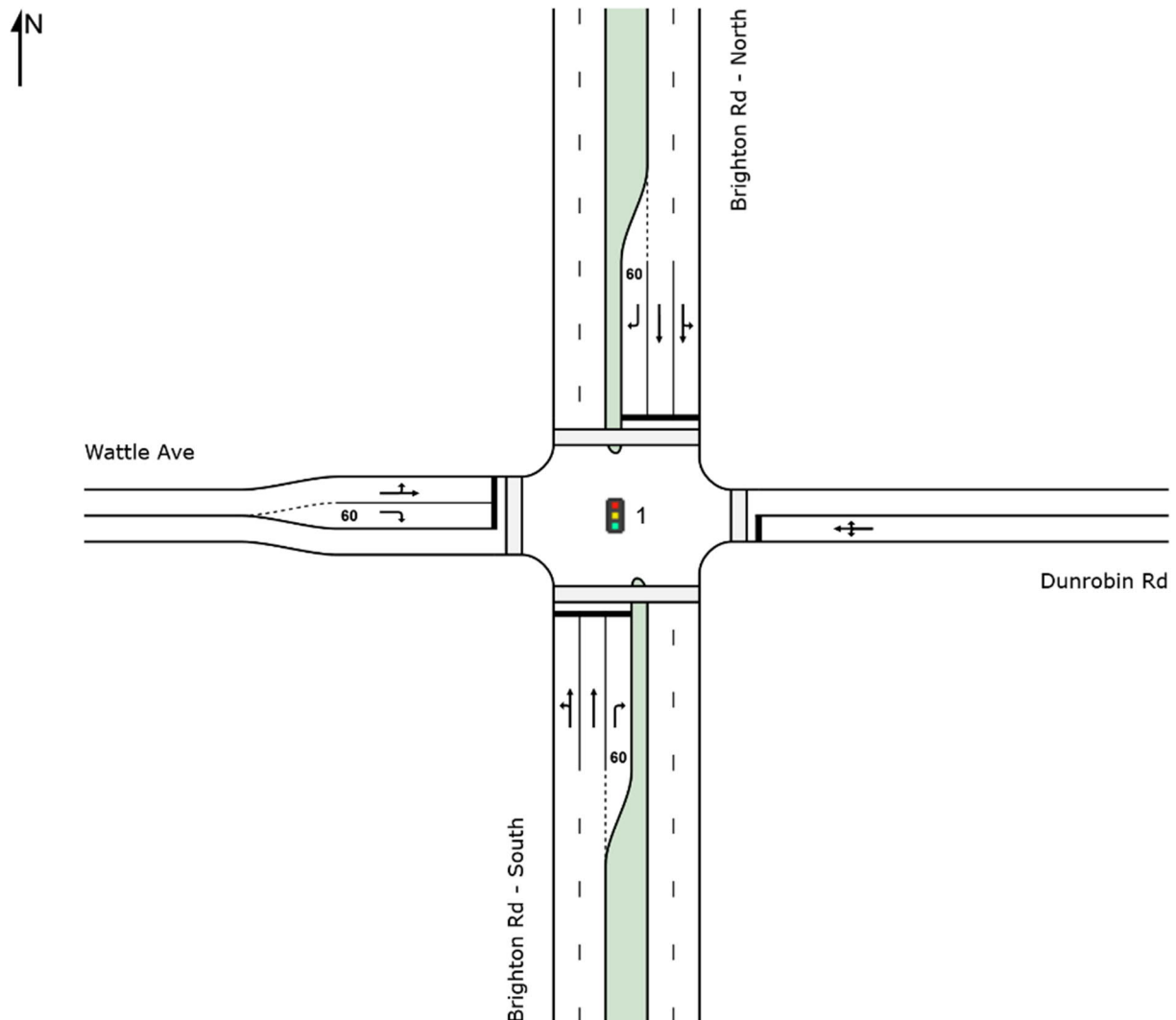


Figure 40 Brighton Road – Wattle Avenue SIDRA intersection layout

The signal phasing for the intersection was based on the sequence shown Figure 41. Cycle times were based on average cycle times observed at the intersection of Jetty Road (Brighton) and Brighton Road. Should further investigations be made into the installation of traffic signals at this site, it is likely that signal phasing would be further optimised.

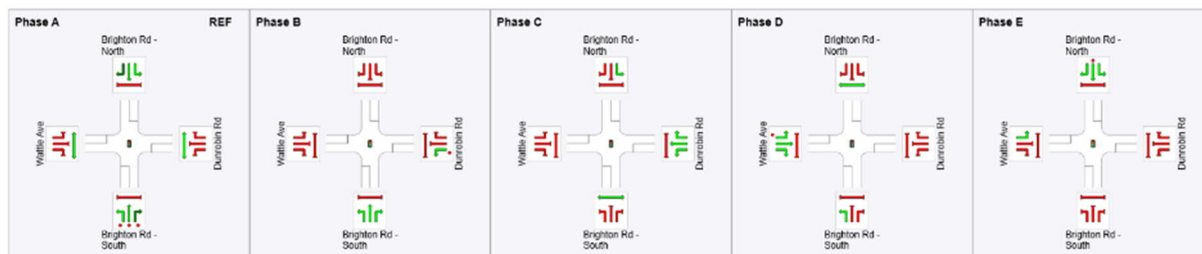


Figure 41 Brighton Road – Wattle Avenue SIDRA signal phasing

Key intersection performance criteria that are used to describe the expected conditions are described below.

Degree of Saturation (DoS): A measure of the ratio between traffic volumes and the capacity of the intersection with the following key benchmark values:

- The practical degree of saturation for intersections operating with traffic signals is 0.90. Below this level, operations are generally acceptable; however, as the Degree of Saturation (DoS) moves beyond 0.90 delays and queue lengths begin to increase on one or more legs of the intersection.
- As DoS moves beyond 1.0, both delays and queue lengths increase substantially.

Level of Service (LoS): A measure that uses a scale of A through F to define the value of average delay of vehicles, as summarised in Table 18:

Table 18 Level of Service criteria for intersection performance

LoS	Average delay (seconds per vehicle)			Description of operations at traffic signals
	Signals	Roundabout	Sign Control	
A	≤ 10	≤ 10	≤ 10	Good operation
B	11 to 20	11 to 20	11 to 15	Good with acceptable delays and spare capacity
C	21 to 35	21 to 35	16 to 25	Satisfactory
D	36 to 55	36 to 50	26 to 35	Operating near capacity
E	56 to 80	51 to 70	36 to 50	At capacity, at signals incidents will cause excessive delays
F	≥ 81	≥ 71	≥ 51	Long delays, lengthy queues

The intersection performance during both the current-year AM and PM peak periods are described in Table 19 and Table 20 below.

Table 19 Brighton Road - Wattle Avenue traffic signal performance summary (current year AM peak)

Approach	Movement	DoS	Average Delay (LoS)	Queue Length (m)
Brighton Road (S)	Left	1.038	96s (F)	611.7
	Through	1.038	98.4s (F)	631.5
	Right	0.330	53.6s (D)	22.6
Dunrobin Road	Left	0.993	121.1s (F)	121.8
	Through	0.993	115.5s (F)	121.8
	Right	0.993	121.1s (F)	121.8
Brighton Road (N)	Left	0.819	34.1s (C)	260.2
	Through	0.819	28.6s (C)	263.4
	Right	0.337	38.9s (D)	13.5
Wattle Avenue	Left	0.808	64.9s (E)	95.3
	Through	0.808	59.3s (E)	95.3
	Right	0.282	64.8s (E)	24
Whole Intersection		1.038	67.9s (E)	631.5

During the AM peak, the proposed signalised intersection achieves poor performance on both Dunrobin Road and Wattle Avenue while demonstrating unacceptable performance on Brighton Road. The key issue here is that the northbound queues on Brighton Road are estimated to be over 600 metres in length. The Seaford rail line level crossing is located approximately 240 metres south of the proposed intersection. This means that vehicle queues will need to be managed by the traffic signals currently associated with the rail level crossing, which may not be an acceptable solution.

Table 20 Brighton Road - Wattle Avenue traffic signal performance summary (current year PM peak)

Approach	Movement	Dos	Average Delay (LoS)	Queue Length (m)
Brighton Road (S)	Left	0.796	29.4s (C)	163.8
	Through	0.796	23.7s (C)	180.8
	Right	0.224	49s (D)	13.9
Dunrobin Road	Left	1.019	71.1s (E)	100
	Through	1.019	65.5s (E)	100
	Right	1.019	71.1s (E)	100
Brighton Road (N)	Left	1.279	286.5s (F)	986.5
	Through	1.279	281s (F)	998.3
	Right	0.202	26.9s (C)	8.2
Wattle Avenue	Left	0.529	42.4s (D)	50.5
	Through	0.529	36.8s (D)	50.5
	Right	0.187	48.7s (D)	14.3
Whole Intersection		1.279	167.1 (F)	998.3

As with the AM peak, the intersection during the PM peak would experience significant delays and queues with the worst performing approach being the northern leg of Brighton Road. Here, the theoretical delays are almost five minutes with queues of almost a kilometre. These queues would significantly impact the ability of vehicles further north of this intersection to access Brighton Road and would reduce overall network performance.

To estimate the proposed intersection performance over the next 10 years an annual traffic growth rate of 1.5 percent per year was adopted. A ten-year horizon is significant to consider, as this is the current proposed timeframe for the completion of Adelaide's North-South Corridor, which is expected to draw traffic away from nearby north-south arterial roads throughout southern Adelaide.

The intersection performance during both the AM and PM peak periods is described in Table 21 and Table 22 below.

Table 21 Brighton Road - Wattle Avenue 10-year traffic signal performance summary (AM peak)

Approach	Movement	DoS	Average Delay (LoS)	Queue Length (m)
Brighton Road (S)	Left	1.101	145.1s (F)	887.7
	Through	1.101	147.3s (F)	960.7
	Right	0.378	74.1s (E)	32.9
Dunrobin Road	Left	1.079	115.7s (F)	184
	Through	1.079	110.1s (F)	184
	Right	1.079	115.7s (F)	184
Brighton Road (N)	Left	0.945	64.2s (E)	530.4
	Through	0.945	58.7s (E)	532.5
	Right	0.494	46s (D)	18.7
Wattle Avenue	Left	0.947	94.9s (F)	147.5
	Through	0.947	89.2s (F)	147.5
	Right	0.31	72.9s (E)	31.8
Whole Intersection		1.101	104.5 (F)	960.7

Due to the growth factor being applied to all movements, the intersection after 10 years is expected to show similar issues to the current year but at a more severe level. Queues on the southern Brighton Road approach would reach approximately 960 m compared to 630 m in the current year scenario. While it is expected that the level crossing on Brighton Road would be grade-separated by this time, these queues would still significantly impact network performance further upstream.

Table 22 Brighton Road - Wattle Avenue 10-year traffic signal performance summary (PM peak)

Approach	Movement	DoS	Average Delay (LoS)	Queue Length
Brighton Road (S)	Left	0.778	31.4s (C)	254.7
	Through	0.778	24.9s (C)	258.8
	Right	0.36	72.9s (E)	23.6
Dunrobin Road	Left	1.101	133.3s (F)	186.1
	Through	1.101	127.6s (F)	186.1
	Right	1.101	133.3s (F)	186.1
Brighton Road (N)	Left	1.239	255s (F)	1143.4
	Through	1.239	249.4s (F)	1152.9
	Right	0.299	31.5s (C)	11.6
Wattle Avenue	Left	0.629	59.9s (E)	84
	Through	0.629	54.3s (D)	84
	Right	0.206	64.4s (E)	22.6
Whole Intersection		1.239	154.5 (F)	1152.9

As with the current year PM peak results, the worst performing approach is the northern leg of Brighton Road with queue lengths over 1 kilometre. This would significantly impact network performance upstream of this intersection and highlights the lack of capacity at this intersection with its current configuration.

It should be noted that the volumes used in this future analysis do not factor in any changes in traffic behaviour resulting from the completion of the North-South Corridor. This has potential to draw north-south traffic away from this intersection which may improve overall intersection performance.

Another consideration is that while this analysis indicates very poor intersection performance (significant delays and queues), the constraints may not be as severe. This is because as delays and queues grow more severe, road users may seek alternate routes to their destinations. This would reduce the realised traffic volumes at this location and result in slightly improved intersection performance. More detailed intersection analysis should be performed that considers wider network improvements in order to inform the future intersection performance.

Appendix C

Comparison of potential
road-rail grade
separation options

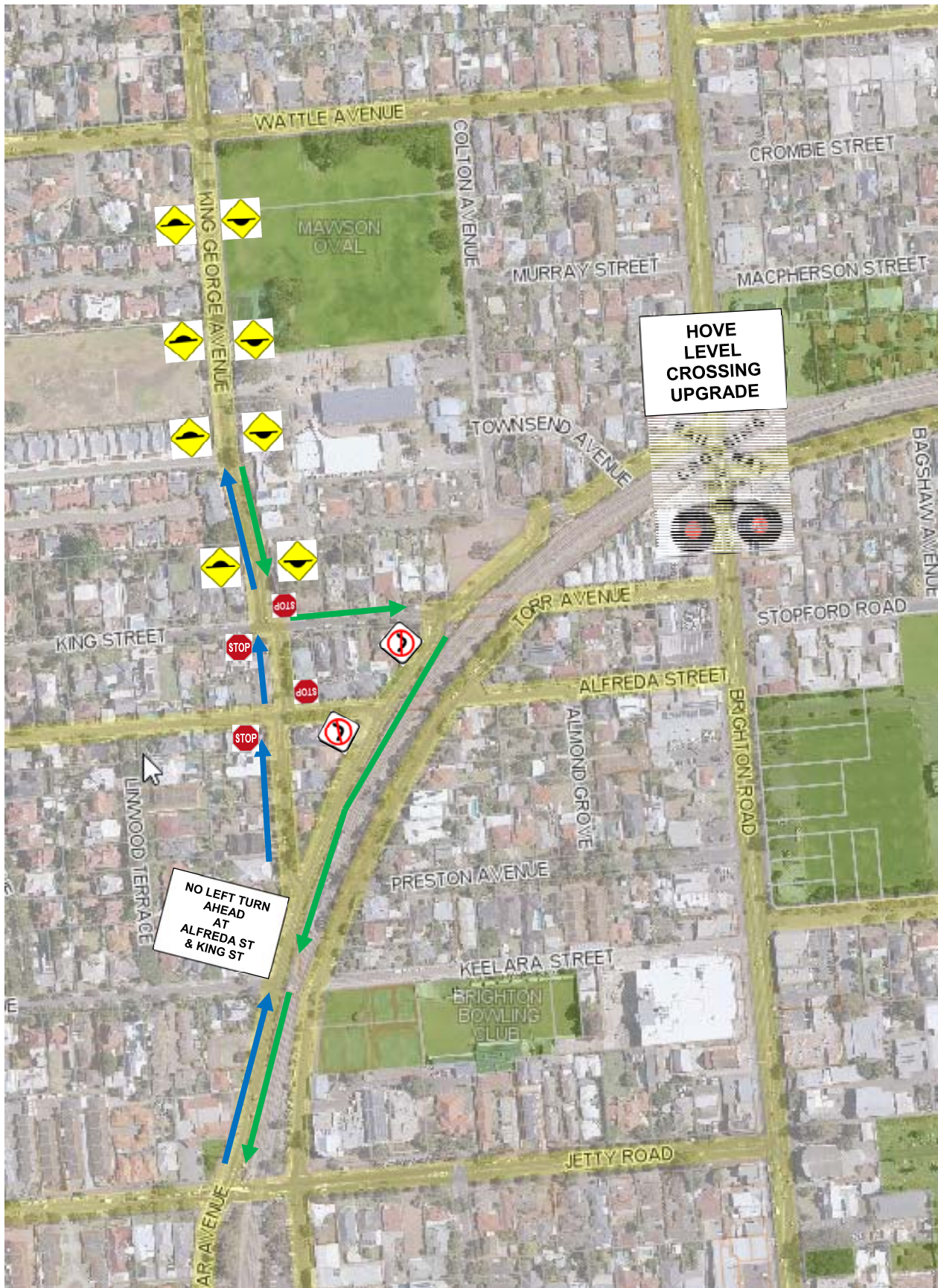
Appendix C Comparison of potential road-rail grade separation options

Road	Rail	Positives	Negatives
At grade	Under pass	<ul style="list-style-type: none"> Improved accessibility for pedestrians & cyclists Good opportunities for potential bus/rail interchange Reduction of visual impact due to elimination of overhead wires and associated gantries at Brighton Road Does not create new over-height vehicle restriction 	<ul style="list-style-type: none"> Potential groundwater issues due to depth of excavation Potential impacts to existing roads such as The Crescent and Addison Road Likely to require acquisition of properties including dwellings Need to construct new rail corridor and temporary road corridor offline, requiring larger footprint
At grade	Over pass	<ul style="list-style-type: none"> Improved accessibility for pedestrians & cyclists Good opportunities for potential bus/rail interchange No need for major excavation Minimal impact to existing roads such as The Crescent and Addison Road No need for temporary or permanent deviation of Brighton Road to facilitate construction 	<ul style="list-style-type: none"> Significant visual impact due to elevated structure Potential noise impacts to surrounding area Need for significant overhead structure to accommodate platforms and other associated facilities Potential over-height vehicle restriction
Under pass	At grade	<ul style="list-style-type: none"> Less impact to existing rail alignment 	<ul style="list-style-type: none"> Significant impacts to accessibility for pedestrians and cyclists Accessibility issues for existing development that fronts Brighton Road in proximity to the rail level crossing Potential impacts to existing roads such as The Crescent and Addison Road New rail alignment required to facilitate bridge construction, may require relocation of Hove Station Potential groundwater issues due to depth of excavation Potential over-height vehicle restriction Need to construct new rail corridor and temporary road corridor offline, requiring larger footprint
Over pass	At grade	<ul style="list-style-type: none"> Potentially no impacts to existing rail alignment and Hove Station platforms Does not create new over-height vehicle restriction 	<ul style="list-style-type: none"> Significant impacts to accessibility for pedestrians and cyclists Potential accessibility issues for existing development that fronts Brighton Road in proximity to the rail level crossing Potential impacts to existing roads such as The Crescent and Addison Road

Attachment 2



LATM STUDY – PROPOSED TRIALS



Item No: **15.5**

Subject: **GLENELG DISTRICT CRICKET CLUB PRACTICE NET UPGRADE**

Date: 10 December 2019

Written By: Community Recreation and Sport Coordinator

General Manager: Community Services, Ms M Lock

SUMMARY

The Glenelg District Cricket Club (GDCC) in partnership with South Australian Cricket Association (SACA), advised Council Administration of the safety concerns regarding the existing practice nets, located at the northern end of Glenelg Oval. There are several areas of the existing practice nets that do not meet Cricket Australia (CA) community cricket facility guidelines, with player and public safety the priority.

To comply with the guidelines, the proposed upgrade has been budgeted at \$40,000. SACA has confirmed a contribution of \$15,000 and the GDCC allocating \$10,000.

RECOMMENDATION

That Council allocates \$15,000 to be included in the next budget review towards the upgrade of the Glenelg District Cricket Club Practice Nets.

COMMUNITY PLAN

Community: Building a healthy, active and resilient community
Community: Providing welcoming and accessible facilities

COUNCIL POLICY

Not Applicable.

STATUTORY PROVISIONS

Not Applicable.

BACKGROUND

Council resolved at its meeting on 11 July 2017, Resolution No. C110717/848:

1. *Endorses the Glenelg Oval Master Plan provided in Attachment 1.*
2. *Notes the outcomes of the community consultation on the Glenelg Oval Master Plan as outlined in this report, with feedback accommodated in the detailed design where practical.*
3. *Allocate \$100K in the 2017/18 Q1 budget review for detailed design to progress with implementation of the Glenelg Oval Master Plan (Eastern Zone). This includes the redevelopment of the Holdfast Tennis Club rooms, upgrades to tennis courts, construction of off street car park and enhancements to Margaret Messenger Reserve.*
4. *Applies for project funding through the Office for Recreation and Sport, Tennis SA and Peak Sporting Bodies.*

In the endorsed Master Plan, the practice nets are located to the southern end of the oval, adjacent to Glenelg Primary School.

The existing practice nets were built in 1999 with the club responsible for all maintenance through the lease conditions.

REPORT

Established in 1907, the GDCC is a community based sporting organisation committed to the development of cricket at the community and elite level within the City of Holdfast Bay. With player development at the forefront, a key priority of the club is to provide the best playing conditions for their teams, specific to oval surfaces, centre wicket squares and practice nets. A recent audit was undertaken by SACA staff regarding player and public safety. Below are the key concerns identified:

- Lane nets are only 20m long, therefore causing safety concern for bowlers and by standers training in other nets. The minimum requirement 24m.
- There is cyclone fencing which only protrudes 1.5 South (no soft netting). The minimum needs to be 9-12m.
- Lane net heights are an average of 2.4m, 0.6m off a standard minimum height causing safety issues for players and coaches. Minimum requirement is 3m.
- There are no top nets to the minimum required distance, no vertical catch net and low lane netting which means balls can be hit in the air on to the public road north of the nets with ease, hit into the air and on to the tennis courts south east of the nets, hit in to Margaret Messenger Reserve East of the nets (only 40m away) endangering public safety.

Refer to Attachment 1

Community Cricket Facility Guidelines

A recent audit and consultation with national cricket partners, Local and State Government, designers and product specialists, CA developed a consistent approach for the development of new facilities, refurbishments and redevelopments as many cricket playing facilities across the State did need meet minimum requirements.

The Community Cricket Facility Guidelines aim to align national cricket facility, infrastructure and planning development objectives with government, community and industry partners.

Existing Glenelg Oval Master Plan

The Glenelg Oval Master Plan was endorsed in 2017, as part of Stage 2 of this plan, the cricket practice nets are to be relocated to the Southern end of the oval, adjacent to the Glenelg Primary School. SACA has confirmed that if this upgrade proceeds the proposed practice net infrastructure can be relocated to the southern end of the ground, in keeping with the endorsed Master Plan.

Proposal

At the request of SACA, GABBA Sporting Products have provided a quote of \$40,000 addressing the above mentioned safety concerns.

GABBA Turf block postless system:

- Install 26 in-ground sleeves down each side of the block;
- S/W corner posts (4) to be removable for AFL season;
- Install 26 SHS Posts with winches on 13 of them;
- Install stainless wires & fittings to suit; and
- Install 3 sliding batting cages to the wicket block set up - 24m long x 4m wide x 3.6m high

Through SACA'S Australian Cricket Infrastructure Fund, they will be contributing \$15,000 towards the project with the club contributing \$10,000.

BUDGET

There is no budget allocated for this in the 2019/20 budget and would need to be included in the next quarterly budget review. The total budget for the project is \$40,000 with the proposed contribution from all parties listed below:

- \$15,000 contribution from Cricket Australia/South Australian Cricket Association;
- \$15,000 proposed contribution from Council; and
- \$10,000 contribution from Glenelg District Cricket Club.

LIFE CYCLE COSTS

The GDCC will be responsible for all maintenance associated with the practice nets as part of their existing lease conditions.

Attachment 1



Attachment 1



Item No: **15.6**

Subject: **BRIGHTON OVAL LEASE AGREEMENTS**

Date: 10 December 2019

Written By: Team Leader Commercial and Leasing

General Manager: City Assets and Services, Mr H Lacy

SUMMARY

Three new buildings are currently under construction on the site of the Brighton Oval to house the Brighton Rugby Club (completion expected in February 2020), the Brighton Lacrosse Club and the Brighton Sport and Social Club (completion expected in June 2020) which represents the Football and Cricket clubs.

The clubs had continued to occupy and use their former buildings and allocated playing fields after the expiry of their leases in 2017, in holdover mode. All former clubrooms (apart from the Football/Cricket clubroom, have been demolished to allow for construction of new facilities. The existing Football/Cricket clubrooms will also be demolished following the completion of their new clubroom.

The new buildings are substantially larger and more complex facilities, each with unisex changerooms, lift, larger kitchens and bar areas. As a result, new lease documentation has been prepared to reflect the new build and to apply Council's new Sporting and Community Leasing Policy endorsed in 2018. Due to delivery timetables, the draft lease for the new Rugby Clubrooms has been prepared first, however similar terms and conditions will apply to the other two clubs.

A number of factors are combining to increase the occupancy and maintenance costs for each club. Significantly larger and more complex buildings are increasing building maintenance costs, and Council's new Sporting and Community Leasing Policy is increasing rental costs and introducing a new grounds maintenance contribution for the first time. These increases are likely to put some financial pressure on the clubs. Negotiations have started with each club and will continue in early 2020 when further report(s) will be submitted for Council endorsement.

This report outlines the rationale behind the development of new lease agreements for the Brighton Oval site in line with Council's approved Sporting and Community Leasing Policy.

RECOMMENDATION

That Council note the report.

COMMUNITY PLAN

Placemaking: Creating lively and safe places

Community: Providing welcoming and accessible facilities

Community: Fostering an engaged and contributing community

COUNCIL POLICY

Sporting and Community Leasing Policy

STATUTORY PROVISIONS

Retail and Commercial Lease Act 1995

BACKGROUND

Following the expiration of the lease agreement held between the City of Holdfast Bay and the Brighton Rugby Union Football Club ("Club") on 30 June 2017, Council endorsed in April 2018 a new lease agreement for their use of a portion of Brighton Oval. (Motion C240418/11/32 Report 135/18)

This new agreement was pursuant to the provision set out in the 2018 Sporting and Community Club Leasing Policy and based on the old clubroom buildings occupied at the time. The terms included:

- A period of five years commencing 01 July 2018;
- An option to renew for a subsequent five years; and
- An annual rent (inclusive of building rent and grounds maintenance contribution) commencing at \$4,000 (plus GST), subject to annual CPI increases.

However this agreement was never fully executed and the tenant has remained in holdover, continuing to incur a rental cost of \$3,197 (exc GST) per year.

A new agreement is now required before the Rugby Club enters the new premises, which are expected to be completed by February / March 2020. This will entail a lease for the building and a licence agreement for the playing field.

The same process will need to be applied to the Lacrosse and Brighton Sport and Social Club prior to them commencing occupation of their new buildings at Brighton Oval. These two buildings are scheduled for completion in mid 2020.

REPORT

New Sporting and Community Leasing Policy

Due to significant historical differences across the sporting and community leases within the City of Holdfast Bay, Council sought to establish a set of standard leasing guidelines to:

- ensure consistency and transparency in the treatment of leases; and
- strive to achieve community and financial objectives of Council as per “Our Place 2030 Strategy Plan”.

In principle, the policy recognises that:

- a number of factors impact the viability of organised sports and recreation; and
- clubs continue to play a valuable role in the health and connectedness of our community.

As a result, Council approved a new Sporting and Community Leasing Policy in 2018 which ensures a balance between commerciality, community benefits and the long term viability of sporting clubs.

At the time of its development and as part of the consultation process, the policy was discussed with all sporting clubs including the Brighton Oval tenants. Council then endorsed the Policy on 24 April 2018 through Motion C240418/1124. The Policy is provided in Attachment 1.

Refer Attachment 1

Application of Policy to Brighton Oval site

General terms of the agreements

Under the proposed new Lease Agreement, each Club will occupy the respective buildings on an exclusive basis (lease), and the adjacent playing field on a non-exclusive basis (licence). It should be noted that they are the same grounds under the previous agreements, except for the Rugby Club which will occupy another 700m² as a warm up area.

As per the proposed draft for the Rugby lease (provided in attachment 2), all new agreements will involve the same general terms:

- A period of five years commencing on the date of occupancy;
- An option to renew for a subsequent five years;
- New annual rent phased in over 5 years to enable the Club to adapt financially to the increase over the duration of the 1st five year term of the lease;
- The rent will be subject to annual CPI increases commencing from start of the first year of the second term (6th year); and
- Payment of outgoings by the tenant, as they are currently.

Refer Attachment 2

Special conditions of the lease

Most conditions of the proposed lease are standard and are already contained in the existing lease but some are specific or new to the Brighton Oval tenants (noted in Schedule 1 of the draft lease, from page 38):

Refer Attachment 2

- Access to the field of play - the rugby club may access and use the grounds during official rugby SA fixtures and three times a week from 5.30pm to 9.30pm for training purposes;
- Maintenance fund - The Clubs are required to establish and maintain a maintenance fund for the premises of at least \$7,500. (This clause already exists in the current holdover lease);
- Community programs led by Council - Council may use the premises free of charge for the sole purpose of running free community events, up to 4 hours a week outside of training and game times; and
- Special events - Council may run up to three special or major sporting, community or other events per year across the precinct, providing clubs with minimum 90 days notification.

Lease costs for use of the buildings

The rental amount per year is determined based on the following lease rental incentive model:

1. A market rent amount is determined, based on 2.5% of the current value of the property
2. The market rent amount is adjusted to accommodate any equity a Club has in the property (\$77,000 for the Rugby Club, none for the Lacrosse and BS&SC Clubs)
3. An Community Club Leasing Rebate of up to 90% is applied to help clubs remain sustainable
4. Further incentives (Up to 70% of the rental after applying the Community Club Leasing Rebate) can be applied if the clubs demonstrate:
 - Public access;
 - Inclusion (diversity of age, gender, multicultural activities);
 - Good governance;
 - Youth/age focused program; and
 - Evidence of continual multi-facility users.

Based on this rationale, starting from a property valued at \$2,284,992 and a market rent at \$55,375, the Brighton Rugby Club was offered 70% Community Club Leasing rebate and additional 50% discount, resulting in rebated rent of **\$8,306 per year** for the occupancy of the building.

Land rent

According to Clause 4.1 of the Sporting and Community Clubs Leasing Policy, **no rent will be charged** for land associated with a sporting club or community group where that land is generally

available to the community outside of scheduled activities, which is the case for the Rugby Field and the other playing grounds of the Brighton Oval.

Ground maintenance fees

The level of service required at the Brighton Oval precinct is comparable with those of Local Open Spaces. No additional grounds maintenance fees are payable in that instance.

However, additional turf maintenance and verti draining programs are provided for the Brighton Rugby Club playing fields which triggers a grounds maintenance contribution under Council's new Sporting and Community Leasing Policy.

These additional maintenance services include:

- Verti Drain Summer – every 8 weeks
- Verti Drain Winter – every 4-6 weeks
- Outfield Mowing Summer – weekly
- Outfield mowing Winter – fortnightly
- Top Dressing – Annually usually in Early October
- Replace worn turf – Annually at the completion of season

As such, Clause 5.2 of the Policy specifies that Council seek a partial recovery of costs where grounds service levels exceed the public reserve standard. The corresponding grounds maintenance fee has been set at \$0.45 per square metre of playing field occupied.

In regards to the Rugby Club, the ground maintenance fee is calculated based on 12,375m² (total area of the playing field + new warm up area) x \$0.45 = **\$5,569 per annum**

Whilst the new Policy has been applied to a several clubs since it was endorsed in 2018 (tennis clubs, rotary clubs, Brighton Croquet Club), none of these require Council to maintain grounds at a higher level than public reserve standard. The Brighton Oval tenants will be the first sporting clubs to incur additional ground maintenance fees under the new leasing Policy. The Clubs did not pay any grounds maintenance charges under previous leases.

Building maintenance

With Council having invested considerable funds into the new premises at the Brighton Oval, it will be important to maintain the value and condition of these new assets, including the new plant and equipment contained within each building.

Many major repairs can be prevented with regular cleaning or minor maintenance, and manufacturer warranties are often voided if routine maintenance and servicing is not undertaken during the warranty period. The regular expenditure of a small amount of maintenance funds is more efficient and cost effective than large injections of capital every 20 years or so.

In terms of responsibilities, the guiding principles in Council's leasing agreements are that the landlord (Council) is usually responsible for the maintenance and repairs to the building structure/fabric and replacement at end of life. The tenant is responsible for costs associated with ongoing routine maintenance, routine servicing and housekeeping of the building (internal and external surfaces).

A detailed maintenance schedule (provided in Attachment 3) has been drafted as part of the lease and aims to clarify:

- Where the responsibility of various aspects of maintenance stands (Council or Tenant);
- The frequency of the required maintenance (programs); and
- The cases where Council will organise the maintenance but on charge the tenant. This typically applies when maintenance requires to be guaranteed at a certain level, such as the servicing of lifts.

Refer Attachment 3

The detailed maintenance schedule will help ensure:

- Property maintenance is organised and maintained in a systematic rather than ad-hoc way;
- Building services can be monitored by both Tenant and Council, to assist their efficient use;
- The standard and presentation of the property can be maintained; and
- Subjective decision making and emergency corrective maintenance are minimised.

The costs listed in the maintenance schedule are a guide only, but reflect costs that Council might incur if it undertook the work in the normal course of business including current cleaning contracts.

Financial Implications for Clubs

Below are the proposed incremental increases for each club. The figures include:

- The **lease rental** amount for the building; and
- The **grounds maintenance fees**.

Rugby Club - rent incremental implementation					
current rent	year 1	year2	year 3	year 4	year 5
\$3,197	\$ 5,333	\$ 7,468	\$ 9,604	\$ 11,739	\$ 13,875
Brighton Sports and Social Club – rent incremental implementation					
current rent	year 1	year2	year 3	year 4	year 5
\$7,108	\$ 8,759	\$ 10,409	\$ 12,060	\$ 13,711	\$ 15,362
Lacrosse Club - rent incremental implementation					
current rent	year 1	year2	year 3	year 4	year 5
\$4,539	\$ 6,449	\$ 8,358	\$ 10,268	\$12,178	\$ 14,088

Additionally, all three new buildings are considerably larger than the previous, with double storey and more extensive plant and equipment. This means that the cleaning and maintenance obligations of the tenants will be greater and are likely to add financial strain for the clubs. As part of the Stage 2 project funding, each clubroom is being fitted with a \$15,000 solar system to significantly off set or remove day time use of mains electricity. This is a big saving to the operating costs of each Club, with the Rugby Club also seeking to install their current solar panels recovered from their old building onto their storage shed for additional capacity.

The building maintenance is still being negotiated with the Clubs but is likely to incur costs between \$20,000 and \$25,000 per year based on actual expenses known with other venues.

Financial Implications for Council

Income

Once endorsed by Council, the proposed incremental annual rental and grounds maintenance fees will increase over the next 5 years to result in a revenue of \$43,325 from all three Clubs in 2025.

Expenses

Building maintenance - as currently proposed in the maintenance schedule, the anticipated costs incurred by Council for the maintenance and operations will be about \$15,200 per year for each of the 3 buildings, or \$45,600 in total. This estimate is based on existing servicing costs incurred by Council on other sporting centres.

Ground maintenance - the current annual budget for the grounds maintenance of the Brighton Oval precinct is \$88,294 inclusive of wages and materials. This is anticipated to increase with the overall upgrade of the precinct to around \$95,000 in 2020/21. The proposed partial recovery of these costs from the tenants represents approximately 20%.

In total, the maintenance budget for the Brighton Oval is expected to be in excess \$140,600 per year once all Stage 1 and 2 works are complete. In comparison, the average total spend for Brighton Oval buildings was \$26,615 over the past 3 years and \$88,294 for grounds maintenance, giving an average total spend per year of approx. \$114,900. Thus maintenance expenditure is expected to increase by around \$25,700 (22%) once all Stage 1 and 2 works are complete.

This increase (or pro-rata) will need to be included as new expenditure in the 2020/21 annual operating budget.

Attachment 1



Classification:	Statutory Policy.
Trim Container	TRIM Container Number
Trim Document Number:	TRIM Document Number
First Issued / Approved:	24 April 2018
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	C240418/1124
Next Review:	2021
Responsible Officer:	Property Officer
Date Placed on Web:	Date placed on the Web

1. PREAMBLE

This policy provides a framework for the leasing and licensing of Council owned community and sporting facilities within the City of Holdfast Bay.

1.1 Background

The City of Holdfast Bay provides a range of sport and recreation facilities and services to the community including sportsgrounds, clubrooms and community centres.

As the owner of community land, Council plays an important role in the provision of a diverse range of community, recreation and sports infrastructure, in collaboration with local clubs and associations, to meet the ever changing needs of our community.

Council also has a responsibility to ensure that it balances the costs of maintaining and improving its facilities in conjunction with a club or groups ability to maintain sustainable (and growing) membership and participation.

1.2 Purpose

The purpose of this policy is to provide a consistent and transparent process for the granting and renewal of a lease or license. The policy provides guiding principles for the negotiation of leases and licences, while further taking into account both the financial and community objectives of Council as outlined in “*Our Place 2030 Strategic Plan*”.

1.3 Scope

This policy extends to the leasing of all facilities to sporting and community clubs within the City of Holdfast Bay, with the exception of Kauri Community and Sport Centre.

SPORTING AND COMMUNITY CLUBS LEASING POLICY

1.4 Definitions

- 1.4.1 **Community Land:** means all local government land (excluding roads) owned or managed by Council as classified under Chapter 11 of the *Local Government Act 1999*;
- 1.4.2 **Council:** means a council within the meaning of the *Local Government Act 1999*;
- 1.4.3 **Lessor:** means lessor within the meaning of *Retail and Commercial Lease Act 1995*, but in the context of this policy additionally means *Council*;
- 1.4.4 **Lessee:** means lessee within the meaning of *Retail and Commercial Lease Act 1995*;
- 1.4.5 **Lease:** refers to a contract by which Council (as landlord) grants exclusive rights to occupy land and/or premises to a tenant for a specified time and under certain terms and conditions;
- 1.4.6 **Licence:** refers to a contract by which Council (as licensor) grants non-exclusive contractual rights to occupy land and/or premises to a licensee, for a specified time and under certain terms and conditions;
- 1.4.7 **Outgoings:** means all reimbursable tax charges, insurance premiums, utility, maintenance and repair costs that are associate with the operation of the premises.
- 1.4.8 **Tenant:** means Lessee within the meaning of *Retail and Commercial Lease Act 1995*

1.4 Strategic Reference

Placemaking: Creating vibrant and safe places
Placemaking: Developing walkable connected neighbourhoods
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

2. PRINCIPLES

2.1. Viability of Organised Sport and Recreation

- 2.1.1 Council recognises that a number of factors impact the viability of organised sports and recreation. Some factors include, but are not restricted to: participation numbers/membership; population changes; a shift to participation in unstructured recreation; and leisure

SPORTING AND COMMUNITY CLUBS LEASING POLICY

- 2.1.2** As populations and residential density increases, Council recognises that sporting and community clubs will continue to play a valuable role in the health and connectedness of our community;
- 2.1.3** As a result of this, when negotiating lease or licence agreements with a sporting club, recreation or community group, Council will balance the need of the community and long term viability and sustainability of individual clubs or community groups;

2.2 *Public Use*

- 2.2.1** Wherever practicable, Council will encourage community access to Council owned facilities, buildings, and playing fields.
- 2.2.2** When it is necessary, because of the nature of the sport or building use, for access to be controlled or limited to club members only, then Council expects that those facilities will be made available to the community by way of hire or membership;
- 2.2.3** Where facilities are not made available to the community per sections 2.2.1 and 2.2.2 of this policy, Council reserves the right to apply occupancy terms and conditions that reflect exclusive use of the land and/or premises.

2.3 *Maximising Facility Usage*

- 2.3.1** The monetary value of Council's sporting and community assets is considerable. Council supports the view that best community value of these assets is achieved where the facility or building use is maximised.
- 2.3.2** Council will offer additional incentives to groups which provide for multiple activities and sporting codes, which results in shared facilities, and increased use.
- 2.3.3** As joint use will be encouraged wherever practicable, to further support this principle, Council will continue to review its assets with an aim to ensure they are strategically located and provide for maximum community usage.

2.4 *Inclusion*

- 2.4.1** Council encourages and supports the participation of all people in our community in both formal and informal sport and recreation. Therefore, Council will offer incentives to all clubs and groups who support a diverse range of participation in their clubs or programs. Reductions in rent deducted from the market rental figure will be offered where a club demonstrates and provides evidence of their alignment to the principles of the policy.
- 2.4.2** For the purpose of section 2.4.1 of the policy, these incentives, which align with State Government principles, include:

SPORTING AND COMMUNITY CLUBS LEASING POLICY

2.4.2.1 Diversity of ages in membership registration;

2.4.2.2 Active participation in Federal or State Government Sports initiatives in order to encourage growth of the club within the City of Holdfast Bay.

3 LEASE TERM, RENTAL AND MAINTENANCE

- 3.1** Pursuant to section 202 of the *Local Government Act 1999* a maximum term of five (5) years will be applied to all future lease and licence agreements;
- 3.2** Accept when doing so is deemed to be inconsistent with Council decision and/or strategic direction, all five (5) year leases will include a subsequent five (5) year option to renew;
- 3.3** Rental will be based on the equity that Council and/or the Club has in the facility. Where a Club is deemed to have 100% equity in a building, maintains the building in line with relevant legislation and successfully complies with building audits, no building rent will be applied;
- 3.4** Where clubs have no equity in the building, all lease and licence agreements will incur annual rental fees based on a market appraisal of the property by an independent valuer;
- 3.5** When negotiating the terms and conditions of each respective community lease or licence agreement, Council, at their discretion, **may** incrementally reduce any applicable annual rental fee when a Lessee provides evidence of such services and/or initiatives outlined in section 2 of this policy;
- 3.5.1** Additional incentives may be offered to clubs who demonstrate they are well managed with a high level of governance and strategic planning. This includes but not limited to: attendance at Council club development workshops and participation in STARCLUB club development program.
- 3.6** Recognising that maintenance requirements may vary between sites depending on the condition of the asset, standard building maintenance responsibilities for Council and club will be defined and applied to all lease and licence agreements;
- 3.7** Leased premises shall be inspected by Council staff annually, or at such other times as considered appropriate. Any works identified in these inspections that is deemed to be the responsibility of the Club must be completed within an agreed timeframe by a licensed tradesperson. If the work is not completed within this timeframe Council will undertake the work and recoup all costs from the Club.
- 3.8** At the conclusion of a lease, and immediately prior to vacating the premises, the tenant must complete all necessary repairs and/or maintenance on the premises required to restore the property to the reasonable satisfaction of Council.

SPORTING AND COMMUNITY CLUBS LEASING POLICY

4 LAND RENT

- 4.1** Council is the custodian of community land for the use and enjoyment of the residents/ratepayers and visitors to the City. Therefore no rent will be charged for land associated with a sporting club or community group where that land is generally available to the community outside of scheduled activities;
- 4.2** However, similarly to sections 2.2.3 of this policy, where with Council's approval a Club chooses to enclose the land and restrict community access for the purpose of exclusive use, annual rental fees based on a market appraisal of the land will be imposed;
- 4.3** Clubs such as tennis, bowls, croquet and hockey which have 'fine turf' or 'artificial' surfaces, will receive the land component of any rent free of charge providing:
 - 4.3.1** any playing service is maintained to a minimum, public reserve standard;
 - 4.3.2** club membership is open to all ages, genders and cultures; and
 - 4.3.3** the facilities are available for community use at a reasonable hire fee.

5 GROUND MAINTENANCE SERVICE LEVELS

- 5.1** Recognising that service levels may vary between sites, and depending on the level of use of the ground, the sporting code, and grade of sport being played, ground maintenance service levels will be defined and agreed upon with Clubs for the term of any lease or licence.
- 5.2** Council will maintain turf playing surfaces to a public reserve standard, in line with broader community expectations. Where additional services are required by the Club, partial cost recovery will be applied for the additional provision of maintenance services
- 5.3** Where multiple clubs contemporaneously use playing services that are maintained to a higher standard, the distribution of any partial recovery of costs will be determined by any seasonal use and/or degree of use each respective club has over the playing service.

6 ASSETS FOR THE FUTURE

- 6.1** Priority will be given to major facility upgrades that have strategic alignment to Council and are included in endorsed master plans and or strategic plans.
- 6.2** Where a building facility upgrade is requested by a Club or required due to non-compliance with the current legislation, Clubs may jointly fund or apply for third party grant funding, upgrades or Council may consider fully funding building upgrades that result in:
 - 6.2.1** consolidation of assets;
 - 6.2.2** current legislation compliance;
 - 6.2.3** higher usage levels of fewer assets;
 - 6.2.4** multiple-use of facilities;

SPORTING AND COMMUNITY CLUBS LEASING POLICY

- 6.2.5** increase range of activities, services and programs being offered; and
- 6.2.6** increased participation particularly by target groups e.g. children and teenagers, aged, disabled, women, people from culturally diverse backgrounds

6.3 Where a substantial upgrade or new facility is to be developed, Clubs must demonstrate participation, membership, good Governance and financial sustainability. Submissions for building upgrades should include:

- 6.3.1** a statement of community benefit;
- 6.3.2** analysis of relevant trends in population, recreation and sport;
- 6.3.3** an assessment by the peak bodies of the relevant sporting codes, of the future building and sport facility requirements (for the codes involved) within the City over the next 20 years;
- 6.3.4** assessment of the financial capacity of the Clubs involved (including audited financial statements for the preceding three years of operation);
- 6.3.5** a five year forward Business Plan, including financial projections and projected growth in participation, membership to be achieved with the proposed redevelopment;

6.4 Capital works undertaken and funded by Council on a building will be reflected in an increase in the percentage of equity Council holds in the building. All capital works undertaken on Council buildings will be approved and project managed by Council.

7 ANCILLARY FACILITY MAINTENANCE

- 7.1** Ancillary facilities (such as sports lighting, sight screens, scoreboards, sports fencing etc) will be the responsibility of the Clubs to fund and maintain, however, Council will consider applications for joint funding on a case by case basis. The facilities will be audited by Council and Clubs will be instructed of any actions required as a result of the audit;
- 7.2** Where Clubs fail to undertake work specified in the audit, that is deemed the responsibility of the Clubs, Council will undertake the work and charge the Club accordingly;

8 PROFESSIONAL/COMMERCIAL CLUBS

- 8.1** Recreation and sporting clubs are finding it increasingly difficult to attract volunteers to help with coaching, administration and maintenance. Council acknowledges that some amateur clubs now offer players and volunteers some type of remuneration to cover expenses related to their services.
- 8.2** If however the profits gained from a commercial activity are not reinvested into the Club facilities or sport, then the Club may be deemed as being commercial in nature, and a rent charged in accordance with the City of Holdfast Bay's Commercial Leasing Policy may apply.

SPORTING AND COMMUNITY CLUBS LEASING POLICY

9 NAMING RIGHTS

- 9.1** It is acknowledged that Council holds the naming rights to all community and sporting facilities on Council-owned land;
- 9.2** When clubs wish to encourage sponsorship through fixed signage, council consent must first be obtained.

10 SUB-LEASE / SUB-LICENCE

- 10.1** Where a Club wishes to enter into a sub-lease or licence arrangement for part or all of the premises to another club or commercial activity, approval must first be received from the Council prior to entering into the arrangement. The Council reserves the right to assist the sub-tenant in negotiating a sub-lease or licence fee based on the nature and quantum of the proposed agreement, and the head lease paid by the tenant club / association.

11 REFERENCES

11.1 Legislation

- *Associations Incorporations Act 1985.*
- *Local Government Act 1999.*
- *Retail and Commercial Leases Act 1995.*

11.2 Other References

- Associated procedures, guidelines and policies.
- Appendix A: Sporting & Community Leas

SPORTING AND COMMUNITY CLUBS LEASING POLICY

APPENDIX A:

SPORTING AND COMMUNITY LEASING POLICY INCENTIVE & DISCOUNT SCHEDULE

1. Community Organisation Discount

- 1.1 For the purpose of section 2.1 of this policy, in order to support clubs further achieve growth and remain sustainable for community benefit, Council will offer a discount of up to and including 90% of the recommended 'Market Rent'.
- 1.2 In accordance with section 8 of this policy to be eligible for the entirety of this discount, the club must provide reasonable evidence that their occupancy and any activities conducted onsite during their tenancy will not be deemed as being commercial in nature.

2 Lease Incentive Discounts

- 2.1 For the purpose of sections 2.2, 2.3, 2.4 and 3 of the this policy, and in addition to section 1 of this schedule, Council offers lease rental reductions to sporting clubs and community groups who can demonstrate the following initiatives and/or programs are incorporated into their operations:

INCENTIVE	REDUCTION	CRITERIA
Public Access <10%	10%	<i>Facilities that are made available to the public via 'hire agreements'</i>
Inclusion <20%	5%	<i>Diversity of age membership initiatives</i>
	5%	<i>Multicultural initiatives</i>
	5%	<i>Diversity of gender (both in membership and Committee / Board representation) initiatives</i>
	5%	<i>Alignment with State and Federal inclusion initiatives</i>
Good Governance <20%	10%	<i>Demonstrated evidence/accreditation of sustainable strategic planning and ongoing volunteer training and management (e.g STARCLUB, Good Sports etc)</i>
	5%	<i>Regular attendance at club development initiatives and workshops</i>
	5%	<i>Annual Submission of relevant governance and financial reports, and attendance at club development workshops</i>
Youth / Aged Focused Programs <10%	5%	<i>Permanent Programs and Facilities</i>
	5%	<i>Occasional Programs (e.g. seasonal sporting programs)</i>
Multi-code <10%	10%	<i>Evidence of continual multi-facility users</i>

Attachment 2



LEASE AGREEMENT

Between:

CITY OF HOLDFAST BAY

("Landlord")

and

BRIGHTON RUGBY UNION FOOTBALL CLUB INCORPORATED

("Tenant")

PORTION OF 410-420 BRIGHTON ROAD HOVE SA 5048

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AGREEMENT made this day of

2019

PARTIES

CITY OF HOLDFAST BAY ABN 62 551 270 492 of PO Box 19 Brighton SA 5048 ("**Landlord**")

and

THE PARTY NAMED IN ITEM 1 OF SCHEDULE 1 ("**Tenant**")

BACKGROUND

- A. The Landlord is registered as the proprietor, or has the care, control and management, of the Land.
- B. The Tenant has requested a lease of the Premises for the Permitted Use.
- C. The Landlord has agreed and resolved to grant the Tenant a lease of the Premises on the terms and conditions of this agreement.
- D. Where required, the Landlord has undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999 (SA)*.
- E. The parties wish to record the terms of their agreement as set out in this Lease.

AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

The following definitions and rules of interpretation apply unless the contrary intention appears

1.1 "**Accounting period**" means respectively:

- (a) the period from the commencement of the term to the next 30th June;
- (b) each successive period of twelve months commencing on the 1st July and expiring on the next 30th June during the term and any extension of the term;
- (c) the period from the 1st July in the last year of the term (or the last year of the extended term if the term be extended) to the date of expiration or termination of this Lease.

1.2 "**the Act**" means the *Retail and Commercial Leases Act 1995 (SA)*.

1.3 "**Building**" means the building or buildings erected on the Land and also the fixtures and fittings in the building together with any extensions or alterations subsequently made to the building.

1.4 "**Commencement Date**" means the date specified in Item 5 of Schedule 1.

1.5 "**Common Areas**" means those portions of the Land designated by the Landlord for common use by the occupiers of the Land and their employees invitees and licensees.

1.6 "**Default Rate**" means a rate of two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by Westpac Banking

Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates.

- 1.7 **"GST"** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.8 **"Land"** means the land described in Item 3 of Schedule 1 and includes the Building on any part of the Land.
- 1.9 **"Landlord"** means the City of Holdfast Bay and includes:
 - (a) the executors administrators and assigns of the Landlord if the Landlord is a natural person,
 - (b) the successors and the assigns of the Landlord if the Landlord is a body corporate,
 - (c) (where the context allows) any servants workmen or agents of the Landlord,
- 1.10 **"Landlord's Property"** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Premises by or behalf of the Landlord and available for use by the Tenant.
- 1.11 **"Outgoings"** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting period or in any other lesser or relevant period in respect of the Land and the building whether by direct assessment or otherwise howsoever and includes:
 - (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land or the building or any part thereof including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the building and the Landlord's fixtures and fittings therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof,
 - (c) insurance premiums and other charges including stamp duty for workers compensation insurance for all employees of the Landlord engaged in employment in the building;
 - (d) the costs of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the building and all other costs arising from the operation of the air conditioning system including but not limited to fuel oil grease labour and a full comprehensive maintenance contract (if any);

- (e) all costs in connection with the repair, maintenance, operation, supply, replacement and renovation of lifts, air conditioning equipment, fire protection equipment, all other services and plant and equipment in the Building and Common Areas from time to time;
 - (f) all costs in connection with the cleaning, lighting, heating and air-conditioning of the Premises and Common Areas and providing supplies and consumables for toilets, washrooms and other facilities provided to the Premises and in the Common Areas;
 - (g) all costs in connection with the maintenance, repair, replacement and renovation of car parking areas, pedestrian areas and landscaped areas within and around the Building;
 - (h) all costs in connection with caretaking and security services;
 - (i) all costs (including employment and other usual employment on-costs) of the management, control and administration of the Land and Building;
 - (j) the cost of maintaining lighting servicing and repairing the Building such cost comprising the gross costs and expenses of every kind and nature incurred by the Landlord including but not limited to the replacement of parts necessary to keep any of the plant, machinery and equipment in good working order and condition, resurfacing and repainting, pest control, and caretaking services, emergency evacuation systems and procedures, access control systems, replanting and re landscaping, directional signs and other markers, patrol of the Common areas and supervision of traffic directions when reasonably required, car stops, lighting and other utilities and the cost of electricity consumed therein and all things necessary in the reasonable opinion of the Landlord for the operation maintenance repair and/or renovation of the Common Areas in a state of good and sanitary order condition and repair;
 - (k) all reasonable legal, accounting and other professional fees incurred in connection with the conduct and operation of the Building and in particular any such fees of and incidental to the preparation of any estimates or statements of Outgoings or otherwise required to be furnished by the Landlord to the Tenant hereunder or at law.
 - (l) all and any other expenditure costs or expenses incurred by the Landlord in or about or incidental to the Building or the Premises not hereinbefore expressly referred to.
- 1.12 **"Premises"** means the whole or portion of the Land specified in Item 2 of Schedule 1 and includes all buildings improvements appurtenances alterations or additions (if any) now or hereafter situated thereon and any fixtures fittings plant equipment goods chattels furniture furnishings and effects (if any) of the Landlord's Property.
- 1.13 **"rent"** means the rent payable under this Lease.
- 1.14 **"Review Date"** means the respective date(s) set out in Item 7 of Schedule 1.
- 1.15 **"Rules and Regulations"** means the procedures and rules and regulations annexed hereto and so entitled and or as may from time to time be made, varied or amended by the Landlord pursuant to this Lease.

- 1.16 **"Services"** means the services (such as gas, electricity, water, sewerage, drainage, communications, fire fighting, air conditioning, lifts, plant, equipment, pipes and cables) to or of the Building or any premises in or the Land, provided by authorities, the Landlord or any person authorised by the Landlord.
- 1.17 **"Schedule"** means the Schedules annexed hereto.
- 1.18 **"Tenant"** means the Tenant named in Item 1 of Schedule 1 and includes:-
- (a) the executors administrators and permitted assigns of the Tenant if the Tenant is a natural person,
 - (b) the successors and the permitted assigns of the Tenant if the Tenant is a body corporate,
 - (c) any and all Trust or Trusts of which the Tenant is trustee,
 - (d) (where the context allows) any servants workmen or agents of the Tenant and any other person in or about the premises at any time at the request or invitation of or under the control or direction of the Tenant,
- 1.19 **"Tenant's Property"** means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Tenant.
- 1.20 **"Tenant's Proportion"** means the same proportion as the lettable area of the premises bears to the whole of the lettable area of the Building, such lettable areas to be determined in accordance with the Property Council of Australia 1997 method of measurement or such other method of measurement as the Landlord reasonably determines.
- 1.21 **"Term"** means the term specified in Item 5 of Schedule 1 and includes the term of any extension or renewal and period of holding over of this Lease.
- 1.22 Headings to clauses shall not form part of this Lease or be used for the purpose of interpretation but shall be deemed to be for the purpose only of facilitating reference to the various provisions of this Lease.
- 1.23 Where the context of this Lease permits or requires:
- (a) words in the singular shall include the plural and words in the plural include the singular;
 - (b) words of or importing the masculine gender include the feminine gender;
 - (c) words referring to a person include a body corporate,
- 1.24 A reference to any statute code or regulation includes all amendments and revisions made from time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.
- 1.25 Any provision of this Lease which by virtue of the Act (if it applies to this Lease) or any other statute or law is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.
- 1.26 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.

- 1.27 If the Tenant comprises two or more persons the word "Tenant" will apply to them jointly and each of them severally.

2. GRANT OF LEASE

The Landlord grants and the Tenant accepts a lease of the Premises for the Term as set out in this Lease.

3. RENT AND RENT REVIEW

3.1 Rent

The Tenant must pay the rent as specified in Item 6 of Schedule 1 and reviewed in accordance with the terms of this Lease to the Landlord as directed from time to time by the Landlord or the Landlord's agent. The Tenant must pay the rent annually in advance, the first payment to be made on or before the Commencement Date and subsequent payments must be made on or before each anniversary of the Commencement Date during the Term without any abatement, deduction or demand.

3.2 Rent Review

- 3.2.1 The rent will be reviewed as at and from each Review Date specified in Item 7(a) of Schedule 1 to an amount equal to the rent (disregarding all incentives rebates and rent free periods) payable immediately before the relevant Review Date increased by 2.5% per annum;

- 3.2.2 The rent will be reviewed as at and from each Review Date specified in Item 7(b) of Schedule 1 to an amount determined in accordance with the following formula:-

$$A = \frac{R \times C1}{C2}$$

where

'A' is the revised annual rent.

'R' is the annual rent payable during the year immediately preceding the relevant Review Date.

'C1' is the Index Number for the quarter ending immediately prior to the relevant Review Date.

'C2' is the Index Number for the quarter ending immediately prior to the date the rent being reviewed first became payable

- 3.2.3 The words "Index Number" used above mean the Consumer Price Index (All Groups) for Adelaide as published by the Australian Bureau of Statistics but if the Australian Bureau of Statistics ceases to publish the Consumer Price Index before the end of the Term, the words "Index Number" will mean some index reflecting fluctuations in the cost of living in Adelaide upon which the parties agree, but in default of such agreement, such index as will be determined by the President for the time being of the Australian Property Institute (South Australian Division) or his nominee as reflecting fluctuations in the cost of living in Adelaide, and such person's decision will be final and

binding on the parties. In making such determination the President or his nominee will be deemed to be acting as an expert and not as an arbitrator. The cost of any such determination will be borne equally by the Landlord and the Tenant.

- 3.2.4 Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.
- 3.2.5 If this Lease is not a lease to which the Act applies, the rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

4. GST

Unless otherwise stated in Item 6 of Schedule 1, rent and other monies payable by the Tenant to the Landlord pursuant to this Lease do not include any GST. If a GST is chargeable with respect to the payment by the Tenant to the Landlord of rent and or other monies pursuant to this Lease, the Tenant must on demand pay the GST or reimburse the Landlord for any GST paid or payable by the Landlord with respect to such rent and or other monies. The Landlord must provide to the Tenant an appropriate tax invoice in respect of any such GST payment or re-imbursement by the Tenant.

5. RATES, TAXES AND OUTGOINGS

5.1 Rates and Taxes

The Tenant must pay or reimburse to the Landlord the Tenant's Proportion of all present and future rates charges taxes levies assessments duties impositions and fees (including council rates and emergency services levy) levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises and such payments must be adjusted between the Landlord and the Tenant as at the Commencement Date and the end or termination date of this Lease in respect of that portion of the financial year the relevant cost was incurred.

5.2 Utility Charges

- 5.2.1 The Tenant must pay as and when the same fall due, all charges for gas, electricity, oil and water separately metered and consumed in or on the Premises and also all charges in respect of any telephone and internet services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any other utility service separately supplied and/or consumed in respect of the Premises.
- 5.2.2 If the Tenant defaults in payment of any of the charges referred to in clause 5.2.1 then the Landlord may pay the same and recover the amount paid as if the same were rent in arrears payable by the Tenant.

5.3 Payment Of Outgoings

- 5.3.1 The Tenant must pay the Tenant's Proportion of the Outgoings by way of equal monthly payments together with the rent each month or by way of lump

sum payments as Outgoings are incurred or payable by the Landlord (as the Landlord may direct). If the year in which any particular outgoing is payable does not coincide with a year of this Lease, the amount the Tenant is to pay in the first and last years of this Lease is to be adjusted proportionately.

- 5.3.2 The Landlord will calculate the actual amount payable by the Tenant pursuant to this clause as soon as possible after 30 June in each Accounting Period and will adjust any difference. Any over-payment by the Tenant will be credited to the first payment due by the Tenant after the assessment is made (or refunded if this Lease is at an end) and any under-payment by the Tenant shall be added to the first payment to be made by the Tenant after the assessment is made (or will be paid by the Tenant on demand if this Lease is at an end).

6. MAINTENANCE AND REPAIRS

6.1 Maintenance

- 6.1.1 The Tenant must keep and maintain the Premises, the Tenant's Property and any Services situated within the Premises and which exclusively service the Premises in good and substantial repair and condition and where appropriate in good working order, which includes an obligation to ensure that all electrical wiring and appliances are at all times in a safe condition.
- 6.1.2 If the Landlord so requires, the Tenant must enter into a service and maintenance contract in respect of any airconditioning plant and equipment exclusively servicing the Premises, which contract must be first approved by the Landlord (such approval not to be unreasonably withheld);
- 6.1.3 The Tenant must promptly repair any damage to the Building or the Land caused or contributed to by the act, omission, negligence or default of the Tenant.
- 6.1.4 In addition to the maintenance, repair and replacement obligations outlined in this clause (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- 6.1.5 Where the Tenant is responsible for any Maintenance pursuant to the terms of this Lease, the Tenant must, at the same time as providing a copy of its annual report in accordance with clause 10, provide a report to the Landlord setting out the amount of money to set aside in the following year (as applicable from time to time) for Maintenance, in addition to the monies deposited into the maintenance fund (in accordance with special condition 5 of Item 10).
- 6.1.6 The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
- (a) a copy of all invoices, receipts, records, reports, certificates and other related information in relation to all maintenance, repair and/or replacement works carried out by (or on behalf of) the Tenant during the Term;

- (b) a report setting out all projected items of Maintenance, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
- (c) a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within and or servicing the Premises then the Tenant must keep all such plant or machinery maintained serviced and in good repair and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.3 Tenant's Other Maintenance Obligations

The Tenant must at the Tenant's expense:

- 6.3.1 ensure that all waste is placed daily in suitable receptacles and subject to this clause 6, ensure the Premises is cleaned regularly in a proper and professional manner and ensure all waste and refuse is promptly and regularly removed from the Land;
- 6.3.2 as soon as is reasonably possible make good any damage to any part of the Building (including the Common Areas) or to the Premises or any part thereof (including ceilings) caused or contributed to by the Tenant;
- 6.3.3 immediately replace all broken glass in respect of the Premises;
- 6.3.4 take all proper precautions to keep the Premises free from pest infestation and if required by the Landlord engage a pest exterminator approved by the Landlord for that purpose;
- 6.3.5 repair or where appropriate replace any Landlord's Property such as heating lighting electrical and plumbing fittings installed in the Premises broken or damaged by the Tenant;
- 6.3.6 comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Tenant;
- 6.3.7 comply with any notices or orders which may be given by any statutory or regulatory authority in respect of the Premises or their use by the Tenant and keep the Landlord indemnified for all such matters.

6.4 Grease Trap and Range Hood

- 6.4.1 Where any range-hood, exhaust, grease arrestor or triple interceptor and associated plant and equipment exclusively service the Premises, the Tenant must:
 - (a) at its own expense, regularly clean, service, maintain, repair and empty (where applicable) each device to ensure it is in good working order and condition and so that nothing impairs its operation or efficiency, or causes unreasonable annoyance, nuisance, damage or disturbance to any persons who occupy nearby space or premises;

- (b) pay for all running costs associated with each device;
- (c) not do, or permit, or suffer to be done, anything in relation to each item that might interfere with, or impair, its efficient operation;
- (d) comply with all applicable laws, regulations and notices and requirements of any governmental body relating to the grease arrestor and the transport and disposal of grease and other waste from the grease arrestor;
- (e) provide to the Landlord upon request all service notes and invoices evidencing the completion of all servicing, repairs, cleaning and waste removal;
- (f) obtain and maintain during the Term all permits, licences or other consents required in relation to the installation, use and operation of the grease arrestor;
- (g) promptly and fully comply with all directions and requirements of the Landlord regarding the use and operation of the grease arrestor which the Landlord notifies the Tenant in writing.

6.4.2 If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Landlord's Property, then the Tenant will not be responsible for any replacement of those items at the end of their useful life provided that the need for replacement was not caused or contributed by the act, omission, negligence or default of the Tenant. If any range-hood, exhaust, grease arrestor or triple interceptor comprises the Tenant's Property, then the Tenant is in all respects responsible for all costs associated with those devices.

6.4.3 If the Premises are not connected to a range-hood, exhaust, grease arrestor or triple interceptor or similar device and the Tenant's use of the Premises means that the Premises are required to be connected to such a device, then the Tenant must promptly install such a device in compliance with clause 7, at its expense and thereafter comply with clause 6 and this clause 9.

6.4.4 Where a range-hood, exhaust, grease arrestor or triple interceptor does not exclusively service the Premises, the Tenant must punctually pay, free from all deductions, a proportion of all charges associated with maintenance of the range-hood, exhaust, grease arrestor or triple interceptor as the Landlord in its sole discretion deems reasonable having regard to:

- (a) the ratio of the lettable area of the Premises to the lettable area of the Building; and
- (b) other occupants on the Land; and
- (c) the respective use of the range-hood, exhaust, grease arrestor or triple interceptor by all occupiers of the Land; and
- (d) any other reasonable factor that is relevant to the Landlord.

6.4.5 Without limiting any other provision of this Lease, the Tenant:

- (a) must maintain insurance for the grease arrestor;

- (b) must repair, maintain and replace any damaged or non working item comprising the grease arrestor;
- (c) must reinstate and make good; and
- (d) indemnifies the Landlord,

in the same manner and to the same extent as provided in this Lease.

- 6.4.6 If the Tenant does not pay the costs of any of the Services by the respective due date, the Landlord may pay for the Services and the amount paid is repayable by the Tenant as a debt due to the Landlord.

6.5 Repairs

If at any time during this Lease the Landlord, or the Landlord's agents or contractors find any defect decay or want of reparation in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

6.6 Cleaning

- 6.6.1 The Tenant must ensure the Premises is routinely and properly cleaned (including without limitation to arrange for all rubbish waste and garbage to be regularly removed from the Premises).
- 6.6.2 If the Landlord provides or requires a service for the routine cleaning of the Building or the Premises then the Tenant must, if reasonably requested by the Landlord, use such service for the Cleaning of the Premises (to the extent the service applies) and must permit the Landlord's cleaning contractors to have access to the Premises at all reasonable times for the purpose of carrying out such cleaning. The Tenant must pay to the Landlord in addition to the rent and as and when required by the Landlord, all costs of the cleaning of the Premises and the Tenant's Proportion of the overall costs of the cleaning of the Building (including any Common Areas).

6.7 Notice of Defect

The Tenant must promptly give notice to the Landlord (or where appropriate to the appointed agent of the Landlord) of:-

- 6.7.1 any damage and of any accident to or defect or want of repair in the Premises or in the Building or in any Services or other facilities provided by the Landlord in the Premises or the Building to make the Premises or the

Building, Common Area and the Land safe from any danger, risk or hazard;
or

- 6.7.2 any circumstance or event which the Tenant ought reasonably be aware might cause danger, risk or hazard to any person within the Premises or the Building.

6.8 Land and Grounds

The Tenant must not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any Common Areas grounds gardens yards lanes ways or rights of way or in or on any public road or footway abutting upon or adjacent to the Premises or the Land.

6.9 Inspection and Landlord Works

The Tenant must permit the Landlord and the Landlord's agents and contractors and all persons authorised by them at all reasonable times of the day and on reasonable notice to enter the Premises to examine the state of repair and condition thereof, carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2, and execute repairs or to paint the Premises or any part thereof (which the Landlord may do without prejudice to any covenant or agreement on the part of the Tenant contained in this Lease). The Landlord in executing such repairs must use reasonable endeavours to cause as little disturbance to the Tenant as is practicable.

6.10 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and employ only such contractors as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate and who are previously approved of in writing by the Landlord or the Landlord's architect.

6.11 Painting

- 6.11.1 The Tenant must, at its cost, paint all parts of the Premises which have previously been painted, or should reasonably be painted:

- (a) when such painting is reasonably required;
- (b) in the last month of the initial term of this Lease commencing on the Commencement Date for the period described in Item 5 of Schedule 1; and
- (c) in the last month of any renewal or extension granted under this Lease.

- 6.11.2 The Tenant must carry out the painting in a proper and professional manner, in colours reasonably approved by the Landlord.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

- 7.1.1 The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.

- 7.1.2 The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.
- 7.1.3 The Tenant must not make alterations or addition to the Premises nor install or alter any partitioning or temporary or permanent structures or fittings in the Premises without the Landlord's prior written approval, and :
- (a) in seeking the Landlord's approval to a proposed alteration, addition or installation the Tenant must submit plans and specifications of the proposed work;
 - (b) if the Landlord agrees to grant its approval, then such approval may be granted subject to any conditions the Landlord considers appropriate, including:
 - (i) any such work be supervised by a person nominated by the Landlord;
 - (ii) any such work be executed by contractors or tradesmen in a proper and professional manner under the supervision of appropriately qualified persons approved by the Landlord with public liability insurance for an amount that in the reasonable opinion of the Landlord is adequate;
 - (iii) the Tenant pays all reasonable costs incurred by the Landlord in considering the proposed works and their supervision including the fees of architects or other consultants employed by the Landlord;
 - (iv) the Tenant obtains all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and on request by the Landlord produces for inspection to the Landlord copies of all such approvals and permits;
 - (v) upon completion of the works, the Tenant must produce to the Landlord any certificates of compliance issued by any such statutory or regulatory authority;
 - (vi) the Tenant reimburses the Landlord any reasonable cost or expense that it incurs as a result of the installation operation or removal of any such equipment fixture fitting or machinery.

7.2 Alterations by Landlord

- 7.2.1 The Tenant will permit the Landlord and any person authorised by the Landlord:
- (a) to carry out inspections of or modifications or additions to or other works on the Land (including the Premises where the Landlord has given reasonable prior notice to the Tenant); and
 - (b) where the Landlord has given reasonable prior notice to the Tenant to enter the Premises for the purpose of carrying out such works

causing as little disturbance as is practical to the Tenant in undertaking such works provided that the Landlord may not commence to carry out any alteration or refurbishment to the Land (other than routine maintenance or repairs) that is likely to adversely affect the Tenant's use of the Premises unless:

- (c) the Landlord has given the Tenant at least one (1) month's notice of the proposed alteration or refurbishment; or
- (d) the alteration or refurbishment is required by an emergency and the Landlord has given the Tenant the maximum period of notice that is reasonably practicable in the circumstances;

7.2.2 Subject to the preceding subclause in an emergency the Landlord may without notice enter the Premises and carry out any works deemed necessary by the Landlord;

7.2.3 Except as permitted by the Act, the Tenant will not make any claim or commence any action against the Landlord for breach of this clause or otherwise in respect of such entry on to the Premises or the execution of any of the works contemplated by this clause.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 Assignment, Subletting and Disposal of Tenant's Interests

8.1.1 The Tenant must not transfer or assign the Premises or any part thereof or assign, transfer or otherwise dispose of this Lease without the Landlord's prior written consent. The Landlord's consent may be withheld in the Landlord's absolute discretion except where the Act applies.

8.1.2 The Tenant must:-

- (a) request the Landlord's consent to an assignment, transfer or other disposition of the Premises or this Lease in writing.
- (b) promptly provide the Landlord with information the Landlord reasonably requires about the financial standing and business experience of the proposed assignee.
- (c) if the Act applies to this Lease, before requesting the Landlord's consent to a proposed assignment of the Premises or this Lease, furnish the proposed assignee with:-
 - (i) a copy of any disclosure statement given to the Tenant in respect of this Lease, and
 - (ii) details of any changes that have occurred in respect of the information contained in that disclosure statement since it was given to the Tenant (being changes of which the Tenant is aware or could reasonably be expected to be aware); and
 - (iii) any other procedural requirements set out in the Act.

8.1.3 To enable the Tenant to comply with the preceding subclause and if the Act applies to this Lease, the Tenant may, in writing, request the Landlord to provide the Tenant with a copy of the disclosure statement concerned and if

the Landlord does not comply with such a request within 14 days after it is made, the preceding subclause will not apply to the Tenant in respect of the assignment transfer or other disposition in relation to which the disclosure statement applies.

- 8.1.4 Where the Act applies, the Landlord may withhold the Landlord's consent to the assignment of the Premises or this Lease in any of the following circumstances:-
- (a) if the proposed assignee proposes to change the use to which the Premises are put;
 - (b) if the proposed assignee is unlikely (in the Landlord's reasonable opinion) to be able to meet the financial obligations of the Tenant under this Lease;
 - (c) if the proposed assignee's business skills are inferior (in the Landlord's reasonable opinion) to those of the Tenant, or
 - (d) if the Tenant has not complied with procedural requirements for obtaining the Landlord's consent.
- 8.1.5 Nothing in the preceding subclause will prohibit the Landlord from granting the Landlord's consent to an assignment, transfer or other disposition of this Lease subject to the Tenant complying with such reasonable conditions as the Landlord considers appropriate.
- 8.1.6 Nothing in the preceding provisions of this clause prevents the Landlord from requiring payment of a reasonable sum for legal or other expenses incurred in connection with such a consent (whether consent is granted or not).
- 8.1.7 The Landlord may as a condition of granting its consent require that the proposed transferee or assignee provide to the Landlord such guarantee or guarantees of the transferee's or assignee's performance of the Tenant's obligations under this Lease which the Landlord requires.
- 8.1.8 The Tenant must not:
- (a) grant a sub-lease, licence of concession for the whole or any part of the Premises;
 - (b) part with or share possession of the whole or any part of the Premises;
 - (c) mortgage or otherwise change or encumber the Tenant's interest in this Lease, without the Landlord's prior written consent, which consent the Landlord is not obliged to give notwithstanding anything to the contrary in this Lease.
 - (d) If the Tenant is a company (except a company whose shares are listed on a stock exchange in Australia) a transfer of shares (except as a result of inheritance) totalling more than one half of the issued share capital of the Tenant; or of the controlling interest of the Tenant will be deemed to be an assignment of this Lease requiring the prior written consent of the Landlord.

8.2 Hiring out of Premises

The Tenant may hire the Premises to other persons or bodies on a casual or seasonal basis during such times notified by Landlord from time to time strictly in accordance with the following terms and conditions:

- 8.2.1 If the party wishing to hire the Premises intends to use any floodlights servicing the outdoor areas of the Premises, then unless the proposed use of the floodlights is restricted to times during which the Landlord has already given permission of floodlighting to be used, the Tenant must first obtain the Landlord's written consent.
- 8.2.2 The Tenant must notify the Landlord of the fees set by the Tenant for hiring out the Premises, including the function room rates and any changes to the hire fees within 14 days of the determination of or change in the hire fees.
- 8.2.3 If the Landlord considers at its discretion that the hire fees set by the Tenant are too high or too low (in comparison) with hire fees for similar facilities in those areas of the City of Holdfast Bay Council area then it may direct the Tenant to change the hire fees to a level set by the Landlord.
- 8.2.4 The Tenant must ensure that any hire agreement it enters into does not breach any provision of this Lease and is in such form notified and approved by Landlord.
- 8.2.5 On a quarterly basis and upon written request, the Tenant must provide the Landlord with a full report in relation to the hiring out of the Premises, such details to include the dates, times, name of the hiring party, event purpose, fees charged and any other details reasonably requested by the Landlord.
- 8.2.6 The Tenant must not unreasonably refuse to hire out or otherwise licence the Premises to any person, body or organisation upon receipt of a request to do so from the Landlord and/or any member of the public at any time other than when the Premises are:
 - (a) actively in use by the Tenant; or
 - (b) on hire or licensed to another person, body or organisation pursuant to this clause.
- 8.2.7 When the Premises or the Building is being used for any function or is otherwise being used in relation to any hiring out, the Tenant must ensure that:
 - (a) any noise is kept to a level that is not audible from outside the Land; and
 - (b) the use and enjoyment of the Land by any other party or licensee then in possession of or otherwise using the Land is not unduly interfered with or otherwise impeded.

9. USE OF PREMISES

9.1 Permitted Use

- 9.1.1 The Tenant must use the Premises only for the purpose specified in Item 4 of Schedule 1 or other purposes incidental thereto or for such other purposes which the Landlord may give prior written permission for.
- 9.1.2 The Tenant must not use the Premises or any part thereof nor cause permit or allow anyone to sleep on the Premises, nor carry on or cause permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive nature and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Licenced Premises

- 9.3.1 The Tenant must not:
- (a) serve, sell or provide to persons; or
 - (b) consume or allow persons to consume;
 - (c) alcoholic beverages on the Premises without the Landlord's consent.
- 9.3.2 Unless the Tenant first obtains the written consent of the Landlord, the Tenant must not apply for:
- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
 - (b) a gaming machine licence under the *Gaming Machines Act 1992*.
- 9.3.3 If the Tenant obtains a licence (or licences) as permitted by this clause, the Tenant must not do (or fail to do) or allow any of its employees, agents, contractors, licensees or invitees to do (or fail to do):
- (a) anything that is in breach of the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* (as the case may be) or of the conditions of the relevant licence; or

- (b) anything that may result in the relevant licence being revoked or suspended.

9.4 Signs, notices and advertisements

- 9.4.1 The Tenant must not allow any advertisement notice poster hoarding or sign to be affixed to or placed near any window in the Premises so as to be visible from the outside of the Building except where the Landlord's consent is obtained and where all relevant laws and statutory requirements are satisfied. Any signage approved by the Landlord at the request of the Tenant must comply with the requirements of this clause.
- 9.4.2 Any external signage approved by the Landlord for affixing to the exterior of the Building must comply with the Landlord's signage guidelines and obtain all planning approvals prior to installation. However, sponsorship signage funded by the Tenant will only be considered for approval in respect of the northern and southern ends of the Building and the eastern wall, to a maximum of three (3) signs (one on each wall positioned parallel to the roofline) each having dimensions that do not exceed 3.0m x 1.5m.
- 9.4.3 All costs associated with the installation of signage to the Building exterior, its maintenance, removal and make good are the full responsibility of the Tenant.
- 9.4.4 Subject to the preceding subclause and obtaining the Landlord's prior written approval and any required statutory approvals, the Tenant may display appropriate advertising signage within the boundaries of the Land, provided such signs do not exceed dimensions of and width of 6 metres and height of 1 metre and are inward facing toward Rugby Field (as defined by special condition 4).

9.5 Compliance with Acts, By Laws and Regulations

The Tenant must at the Tenant's cost and expense:

- 9.5.1 comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011)* and or the *Local Government Act (1999)* or Acts for the time being in force in the State of South Australia and or any other Act or Acts of Parliament or any by-laws rules or regulations made under or in pursuance of any such Act or Acts or purporting so to be and will comply therewith within the time limited therein for complying therewith. If the Tenant fails to comply with any statutory or regulatory obligations the Landlord may comply therewith (but it not be obligatory for the Landlord to do so) and all costs charges and expenses incurred by the Landlord in so doing will be a debt due and recoverable from the Tenant in the same manner in all respects as the rent is recoverable;
- 9.5.2 take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or in pursuance of any Statute now or hereafter in force or which may be required by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto and also at the Tenant's own expense in all things, do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or

occupier of the Premises) by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto pursuant to any law now or hereafter in force.

9.6 Use of Premises and Provision of Emergency Number

The Tenant must:

- 9.6.1 advise the Landlord (or where applicable the Landlord's Managing Agent) of the private address and telephone number of the Tenant's nominated emergency after hours contact and must keep the Landlord or the Landlord's Managing Agent informed of any change of such address or telephone number;
- 9.6.2 secure the Premises against authorised entry at all times when the Premises are left unoccupied and the Landlord reserves the right to enter upon the Premises and secure the Premises if left unsecured;
- 9.6.3 not do anything whereby the Services such as the working or efficiency of the air conditioning plant servicing the Building or the Premises may be affected;
- 9.6.4 upon the cessation of the Tenant's right to occupy the Premises, deliver to the Landlord or the Landlord's Agent all keys and or access cards to the Premises; and
- 9.6.5 observe the Rules and Regulations.

9.7 Restrictions on Use

The Tenant must not:

- 9.7.1 use or permit to be used for other than their designed purposes any of the fixtures or fittings in the Premises or the Building;
- 9.7.2 store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the Permitted Use of the Premises by the Tenant in which case the Tenant undertakes to notify the Landlord in writing of the maximum quantity of any such inflammable or dangerous substance that the Tenant intends to store on the Premises);
- 9.7.3 cause permit or allow on the Premises or in the Building anything which in the reasonable opinion of the Landlord may become a nuisance or disturbance obstruction or cause of damage whether to the Landlord or to other tenants or users of the Building nor use the Premises in any noisy noxious or offensive manner;
- 9.7.4 do any act or thing, or permit any activities which may discredit the Landlord;
- 9.7.5 obstruct or interfere with any of the entrances of the Building or Common Areas;
- 9.7.6 use or permit to be used any radio record player tape or video recorder television loudspeaker screen or other like equipment likely to be heard or seen from outside the Premises.

9.8 Heavy Machinery

- 9.8.1 The Tenant must not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Tenant's permitted use of the Premises. In no circumstances must the Tenant bring upon the Premises any heavy machinery or other plant or equipment:-
- (a) of such nature or size or weight as to cause or (in the reasonable opinion of the Landlord) be likely to cause any structural or other damage to the floors or walls or any other parts of the Premises, the Building or the Land, or
 - (b) of such construction or manufacture as to cause to emanate therefrom any noise or vibration or noxious odour fume or gas that could pervade the Premises or escape therefrom to the discernible notice of any person outside the Premises.
- 9.8.2 Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment. The Tenant must observe and comply with all such directions and any reasonable fees payable to the Landlord's architects or engineers in connection with ascertaining the safest and most favourable and convenient method of routing installing and locating such machinery plant and equipment as aforesaid must be paid by the Tenant on demand.

9.9 Locking mechanisms

- 9.9.1 The Tenant must not tamper with or change any lock of the Premises. Additional, replacement or programming of keys, fobs or access cards will be procured by the Landlord and on charged to the Tenant for payment within 7 days. In the event the Landlord or its agents are required to attend the Premises to provide access, the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent, within 7 days of demand for payment.
- 9.9.2 The Tenant must prepare and maintain an accurate register of all allocated access cards, keys and fobs, and must provide a copy of that register to the Landlord within 7 days of each request.

9.10 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.11 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

9.12 Airconditioning

9.12.1 Where any plant machinery or equipment for heating cooling or circulating air is provided or installed by the Landlord in the Premises or in the Building for the benefit of tenants of the Building ("**airconditioning plant**"):

- (a) the Tenant must comply with and observe the reasonable requirements of the Landlord in respect of the airconditioning plant;
- (b) to the maximum extent permitted by law, the Landlord will be under no liability to the Tenant in respect of the Landlord's inability or failure to operate service maintain replace or repair the airconditioning plant at any time for any reason and the Tenant acknowledges that the Landlord does not warrant that the airconditioning plant (if any) is suitable or adequate for the business to be conducted in the Premises by the Tenant;
- (c) the Tenant must permit the Landlord and all persons authorised by the Landlord at all reasonable times on giving to the Tenant reasonable prior notice (except in the case of emergency where no notice is required) to enter the Premises to view the state of repair of the airconditioning plant.

9.12.2 Where any airconditioning plant is installed in the Premises or the Building for the exclusive use of the Tenant, the Tenant must keep such airconditioning plant in good repair, condition and working order and must pay all costs of operating and maintaining the same.

9.13 Electricity Supply

If the Landlord and the Tenant have entered into an agreement as to the supply by the Landlord to the Tenant of electricity for the Premises then the terms and conditions of such agreement will apply to the parties and any breach by the Tenant of that agreement will be deemed to be a breach by the Tenant of this Lease. In the absence of any such agreement between the Landlord and the Tenant, the following provisions apply:

- 9.13.1 If at the Commencement Date of this Lease the Landlord supplies electricity to the Premises and requires the Tenant to purchase such electricity from the Landlord, the Tenant must pay to the Landlord for all such electricity at such rate as the parties may agree from time to time and in the absence of such agreement at the maximum rate applicable under the *Electricity (General) Regulations 2012*.
- 9.13.2 Notwithstanding the preceding subclause, there is no obligation on the Landlord to supply or continue to supply electricity to the Premises and upon giving at least 60 days prior written notice to the other either:-
 - (a) the Landlord may elect to cease selling electricity to the Tenant, or
 - (b) the Tenant may elect to cease purchasing electricity from the Landlord.
- 9.13.3 If either the Landlord elects to cease selling electricity to the Tenant or the Tenant elects to cease purchasing electricity from the Landlord in accordance with the preceding subclause, the Tenant must on or before the

time at which such sale and purchase is to cease pursuant to the notice given in accordance with the preceding subclause,

- (a) enter into a contract to purchase electricity for the Premises from a licensed electricity retailer of the Tenant's choice,
- (b) ensure that any such contract contains a provision that such electricity retailer must provide details to the Landlord concerning the Tenant's consumption of electricity in or in relation to the Premises,
- (c) install at no cost to the Landlord such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.

9.13.4 If the Tenant is supplied electricity via an Inset Network (as defined in the *Electricity (General) Regulations 2012*) on the Land, the Tenant must pay to the Landlord the Tenant's share of Inset Network charges such share to be as is reasonably determined by the Landlord from time to time taking into account the quantum of electricity provided to the Premises and the quantum of electricity provided to other premises situate on the Land.

9.13.5 Where any solar panels plant is installed on the Building for the exclusive use of the Tenant, the Tenant must keep such solar panels plant in good repair, condition and working order, must pay all costs of operating and maintaining the same and must replace the plant at the end of life.

9.13.6 Save to the extent caused or contributed to by the Landlord's negligence, the Landlord shall not be liable to the Tenant for any failure of electricity supply to the Premises.

10. TENANT GOVERNANCE

The Tenant will provide to the Landlord:

- 10.1 a copy of its constitution;
- 10.2 a copy of any rules or by-laws of the Tenant in existence at the Commencement Date;
- 10.3 within 28 days of any amendments being made to the Tenant's constitution, rules or by-laws, a copy of those amendments;
- 10.4 by 30 November in each year a copy of the annual report of the Tenant including the balance sheets and auditor's report;
- 10.5 by 30 November in each year a copy of the Tenant's adopted budget within 28 days of adoption;
- 10.6 upon request from the Landlord a schedule of all subleases or other tenancies relating to the Premises; and
- 10.7 upon request from the Landlord or any employee, agent or contractor to examine and take copies of all accounts records and bank records of the Tenant and/or the minutes or any meeting of the Tenant or any committee of the Tenant.
- 10.8 any other documents that regulate the Tenant's governance and operations.

- 10.9 by 30 September in each year, a copy of the statements evidencing deposits of the required amounts (as per Item 10 of Schedule 1, special conditions 5.1 and 5.2) in the Tenant's maintenance fund.
- 10.10 any information in relation to the Tenant's use and occupation of the Premises and finances reasonably required by the Landlord and will permit, upon request from Landlord or any employee, agent or contractor to examine and take copies of all account books and bank books of the Tenant and/or the minutes or any meeting of the Tenant or any committee of the Tenant.

11. INSURANCE

11.1 Tenant's Insurance

- 11.1.1 The Tenant must during the entire term hereof and any extensions hereto keep in full force and effect:-
- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises in which the limits of public risk must not be less than the amount referred to in Item 8 of Schedule 1. Such policy must include an extension to cover the Tenant's legal liability in respect of death or injury to any person and damage to property of any such person or to the Premises and must include an extension to cover the Tenant's liability in respect of the Landlord's property. The policy must name note the interest of the Landlord.
 - (b) a policy of insurance covering the plate glass of the Premises and the Tenant's Property contained in or about the Premises to the full replacement value thereof against all usual risks including loss or damage by fire fire fighting activities fusion explosion lighting civil commotion storm tempest earthquake and malicious damage or accidental damage, and any other insurances required by law or which the Landlord reasonably requires for the amount the Landlord reasonably requires.
- 11.1.2 The Tenant must use the Tenant's best endeavours to ensure that each such policy contains a clause that the insurer will not cancel or change the insurance without first giving the Landlord thirty days prior written notice. The policy or a copy thereof or a certificate of insurance must be produced by the Tenant to the Landlord at the Landlord's place of business upon request in writing being made by the Landlord for the production thereof.

11.2 Insurance not to be affected

- 11.2.1 The Tenant must not do or store nor cause permit or suffer to be done or to be stored in or upon or in connection with the Premises anything whereby any policy or policies of insurance now effected or which may hereafter be effected on the Premises or any part thereof or on any adjoining premises belonging to the Landlord may be invalidated or become void or voidable or whereby any increased rate of premium may become payable under any such policy or policies of insurance.
- 11.2.2 Without prejudice to the preceding sub-clause, the Tenant must from time to time on demand by the Landlord pay to the Landlord all extra or excess premiums (if any) for all and any insurance effected by the Landlord (and if

the Premises are or become part of land to which either the *Strata Titles Act* or the *Community Titles Act* applies, the body corporate) in relation to the Land and the buildings thereon and or the Premises required on account of extra risk caused directly or indirectly by the use to which the Premises are put by the Tenant and or required by reason of any breach by the Tenant of any covenants in this Lease.

12. INDEMNITY, RELEASE AND RISK

12.1 Indemnity

The Tenant indemnifies the Landlord against all claims, actions, damages, losses, costs and expenses of any nature which the Landlord may suffer or incur or for which the Landlord may become liable in connection with:

- 12.1.1 the Tenant's use or occupation of the Premises;
- 12.1.2 the overflow or leakage of water or any other substance into or from the Premises or arising out of any faulty fixture or fitting of the Tenant;
- 12.1.3 any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the Premises to any person or property using or near the Premises arising wholly or in part by reason of any act or omission by the Tenant and persons under the control of the Tenant;
- 12.1.4 any act or omission of the Tenant;
- 12.1.5 any fire from the Premises;
- 12.1.6 any breach of this Lease by the Tenant;

save to the extent that any such claim, action, damages, losses, costs and expenses are caused or contributed to by the negligent or wilful act or omission of the Landlord.

12.2 Release

The Tenant releases the Landlord from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises, the Building and the Land except to the extent that it is caused by the Landlord's negligence.

12.3 Tenant to Occupy Premises at own Risk

The Tenant occupies and uses the Premises and the Land at the Tenant's sole risk.

13. TENANT'S YIELDING UP OBLIGATIONS

- 13.1 The Tenant must immediately prior to vacating the Premises at the expiration or sooner determination of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination):

- 13.1.1 complete any repairs and maintenance which the Tenant is obliged to carry out under this Lease;
- 13.1.2 remove all of the Tenant's Property in or on the Premises or the Land and immediately make good any damage caused by such removal excluding external signage;

- 13.1.3 wash down the Premises and treat as previously treated all internal surfaces of the Premises by painting staining polishing or otherwise to a specification reasonably approved by the Landlord and to the reasonable satisfaction of the Landlord;
 - 13.1.4 replace all damaged and non-operative light bulbs and fluorescent tubes in the Premises with new light bulbs and fluorescent tubes; and
 - 13.1.5 thoroughly clean the Premises throughout, remove all refuse therefrom leaving the Premises in a clean, tidy, secure and safe condition;
 - 13.1.6 comply with all reasonable requirements and directions of the Landlord in respect of all removal and reinstatement works;
 - 13.1.7 hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.
- 13.2 If the Tenant does not complete such removal and making good on the expiration of the Term of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all costs and expenses incurred by the Landlord in so doing.
- 13.3 In addition to the preceding subclause, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.
- 13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to the preceding subclause (whichever is the earlier) ("**the compliance date**"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or termination of this Lease.

14. LANDLORD'S OBLIGATIONS AND RIGHTS

14.1 Quiet Possession

Provided that the Tenant pays the rent and all other outgoings and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied may during the term or any extension thereof subject to the provisions of this Lease, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 Reservation of Services

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage of any air conditioning equipment, fire sprinkler systems, pipes, ducts,

cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections and Services.

14.3 **Costs of Proceedings**

If the Landlord may without fault on the Landlord's part be made a party to any litigation commenced by or against the Tenant, the Tenant must pay to the Landlord on demand by the Landlord all reasonable legal fees and disbursements (as between solicitor and client) incurred by the Landlord in connection therewith.

14.4 **Right to Enter**

14.4.1 At any time during the Term of this Lease the Landlord may (except in an emergency when no notice is required) enter the Premises after giving the Tenant reasonable notice:

- (a) to view the state of repair and condition of the Premises;
- (b) carry out any works on the Land or in or to the Building (including alterations and redevelopment), but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (c) restrict access to the Land including parking areas but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (d) redirect pedestrian or vehicular traffic into, out of or through the Land;
- (e) close the Building in an emergency;
- (f) use, maintain, repair, alter and add to Building Services to or in the Premises, but the Landlord must take reasonable steps (except in emergencies) to minimise interference with the Tenant's use;
- (g) exclude or remove any person from the Land;
- (h) to do anything the Landlord must or may do under this Lease or pursuant to any legal obligation;
- (i) to carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2; and

and the Tenant will not be permitted to make any claim or abate any payment if the Landlord exercises any of its rights under this clause 14.5.

14.4.2 If the Landlord or the Landlord's agents or contractors find any defect decay or want of reparation in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent or contractor may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the

Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

14.5 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due, and does not rectify such non-compliance within 14 days of written demand then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building of which the Premises forms part is damaged:-

- 15.1.1 the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- 15.1.2 if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- 15.1.3 if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage;
- 15.1.4 if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

16. REDEVELOPMENT AND DEMOLITION

16.1 The Tenant acknowledges that:-

- 16.1.1 the Landlord may during the term of this Lease decide to refurbish, repair, redevelop or extend the Premises and/or the Building and land of which the Premises form part;
- 16.1.2 the Landlord will suffer harm expense and loss if the Landlord elects to do so and is unable to obtain vacant possession of the Premises;
- 16.1.3 the Landlord has only agreed to the Tenant's offer to lease the Premises on the condition the Landlord can obtain vacant possession of the Premises for the purpose of so refurbishing, repairing, redeveloping or extending as and when required by the Landlord; and
- 16.1.4 this Lease is expressly subject to a condition precedent that the term of this Lease be subject to the Landlord's right to refurbish, redevelop or extend.

16.2 If during the Term or any extension of the Term of this Lease the Landlord elects to refurbish, repair, redevelop or extend the Premises, the Building or the Land of which the Premises form part or any part thereof and the Landlord provides to the Tenant details of the proposed repair, redevelopment or extension sufficient to indicate a genuine proposal to refurbish, repair, redevelop or extend within a reasonably practicable time after the date upon which the Landlord requires vacant possession of the Premises, then the Landlord may on or after the commencement of this Lease:

- 16.2.1 give to the Tenant not less than three (3) months written notice requiring the Tenant to relocate its business to other premises in the Building or on the Land (the "**new premises**") specifying the date on which the Landlord requires vacant possession of the Premises and requires the Tenant to relocate to the new premises (the "**relocation date**") whereupon:-
 - (a) this Lease will terminate on the relocation date; and
 - (b) not less than seven (7) days prior to the relocation date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord:-
 - (i) a surrender of this Lease in registrable form by mutual consent and for no monetary or other consideration effective from the relocation date; and
 - (ii) a lease of the new premises from the relocation date which lease will be upon the terms and conditions hereinafter appearing; and
 - (iii) the Tenant's registered duplicate copy of this Lease; and
 - (c) the Tenant must vacate the Premises and relocate to the new premises on the relocation date.

16.2.2 the relocation to the new premises will be upon the following terms and conditions:-

- (a) the new premises must (in the reasonable opinion of the Landlord) be of comparable quality and utility to the Premises;
- (b) the Landlord will, at its cost, move the Tenant's stock from the Premises to the new premises;
- (c) the lease of the new premises shall be on the same terms and conditions as this Lease (changed as necessary),

and the Tenant may, not later than one month (time being of the essence) of receiving the written notice of relocation from the Landlord, notify the Landlord in writing that the Tenant does not intend to enter into a lease for the new premises, in which case the Tenant shall vacate the Premises on the relocation date without any right to compensation or damages from the Landlord by reason of termination of this Lease.

16.2.3 give to the Tenant not less than six (6) months written notice requiring the Tenant to vacate the premises specifying the date on which the Landlord requires vacant possession of the Premises (the "**termination date**") whereupon:-

- (a) this Lease will terminate on the termination date; and
- (b) not less than seven (7) days prior to the termination date the Tenant must upon receipt of the same from the Landlord execute and deliver to the Landlord such documents as the Landlord reasonably requires to effect a surrender of this Lease as at the termination date; and
- (c) the Tenant must vacate the Premises on the termination date.

and the Tenant may at any time after receipt of notice of termination from the Landlord terminate this Lease upon giving not less than seven (7) days prior notice in writing to the Landlord.

16.3 **Damage to Goods or Person**

Except to the extent caused by the negligent or wilful act or omission of the Landlord, its servants or agents, the Landlord its attorney or agent shall not be under any liability to the Tenant for any loss expense or damage sustained by the Tenant or any invitee of the Tenant arising out of personal injury or destruction of or damage to goods chattels furniture or effects howsoever caused including by water gas or electricity bursting overflowing leaking or escaping (as the case may be) from any water gas electrical apparatus installation fitting pipe sewer wiring roof or roof gutter down pipe or storm water drain (as the case may be) on in or connected to or appurtenant to the Premises and/or the Building.

17. **RULES AND REGULATIONS**

- 17.1 The Landlord may from time to time make such rules and regulations that the Landlord considers necessary for the management, safety, security, care of or cleanliness of the Premises or the Building.
- 17.2 The Landlord reserves the right to amend from time to time the Rules and Regulations.

- 17.3 The Rules and Regulations bind the Tenant when it receives notice of the Rules and Regulations from the Landlord.
- 17.4 If there is any inconsistency between this Lease and the Rules and Regulations, then this Lease prevails.
- 17.5 A failure by the Tenant to comply with the Rules and Regulations is a breach of this Lease.
- 17.6 The Rules and Regulations applicable at the date of this Lease are those appended to this Lease.

18. **EXTENSION OF TERM**

If not more than six months nor less than three months prior to the expiration of the Term the Tenant gives to the Landlord notice in writing of its desire to extend the Term and if the Tenant is not in breach of any of the covenants agreements and conditions on the part of the Tenant to be performed and complied with, the Tenant (at the Tenant's cost and expense in all things) will be entitled to an extension of the Term for the further period referred to in Item 9 of Schedule 1 at a rent to be fixed in the manner provided by the terms of this Lease but otherwise upon the same terms and conditions as are herein contained with the exception of this right of renewal.

19. **ESSENTIAL TERMS, RE-ENTRY, BREACH, DAMAGES**

19.1 **Essential Terms**

The clauses of this Lease referred to in Item 11 of Schedule 1 are essential terms of this Lease and the Landlord may at its option treat any breach or default by the Tenant in the observance or performance of its obligations under any of such clauses as a repudiation by the Tenant of this Lease.

19.2 **Power of Re-entry**

If:

- 19.2.1 the rent or any part of it is unpaid for fourteen (14) days after any of the days on which it should have been paid (although no formal or legal demand may have been made for payment); or
- 19.2.2 the Tenant commits or permits to occur any other breach or default in the due and punctual observance and performance of any of the terms of this Lease and fails to remedy the breach within a period of 14 days of written notice from Landlord (or such shorter time as the Landlord may in any particular case reasonably stipulate); or
- 19.2.3 any property in or on the Premises is seized or taken in execution under any judgment or other proceedings; or
- 19.2.4 the Tenant ceases to be able to pay its debts as they become due; or
- 19.2.5 any step is taken to enter into any arrangement between the Tenant and its creditors; or
- 19.2.6 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Tenant's assets or business; or

19.2.7 the Tenant is deregistered or dissolved or any step is taken by any person towards that;

then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

19.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- 19.3.1 the Tenant abandoning or vacating the Premises;
- 19.3.2 the Landlord re-entering the Premises and/or terminating the Tenant's leasehold interest in the Premises;
- 19.3.3 the Landlord accepting the Tenant's repudiation;
- 19.3.4 conduct of the parties which may or shall constitute a surrender by operation of law.

20. NOTICES

Any notice or other document required to be given or served under this Lease may be given or served:

- 20.1 by personal service or hand delivery, which will be deemed to have been given upon receipt;
- 20.2 by ordinary or registered post or facsimile transmission to the last place of business or residence known of the party, and any notice or other document will when given or served by either of the methods mentioned above be deemed to have been given or served and received by the other party three (3) days after the date of posting or delivery at the document exchange whether actually received or not AND in the case of any notice or document required to be served or given by the Landlord to the Tenant the same may be signed on behalf of the Landlord by its agent, manager, secretary assistant, secretary or solicitor and may be either addressed or delivered to the Tenant at the address of the Premises or such other address of the Tenant as the Tenant may specify in writing from time to time.

21. COSTS

- 21.1 Each party will bear its own costs in respect of the preparation, negotiation, execution and stamping of this Lease.
- 21.2 Subject to any limits imposed by the Act the Tenant must pay all stamp duty and registration fees in respect of this Lease and any renewal, extension, surrender, assignment or transfer of this Lease and any other incidental documents including any lease plan costs.

22. MISCELLANEOUS

22.1 Holding Over

If the Tenant continues in occupation of the Premises after the expiration of the Term or any extension thereof with the consent of the Landlord the Tenant will thereupon become or be deemed to be a monthly tenant of the Landlord at a rent determined in accordance with the provisions of this Lease, and such tenancy will be subject to such of the conditions and covenants contained in this Lease as are applicable to a monthly tenancy.

22.2 Waiver

No waiver by the Landlord of any breach or non-observance by the Tenant of any covenant herein contained shall constitute a general waiver of the obligations of the Tenant.

22.3 Acceptance of Rent Arrears

In respect of the Tenant's obligations to pay rent the acceptance by the Landlord of arrears of or any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligations to pay rent on the dates hereinbefore set out for payment of rental or in respect of the Tenant's continuing obligation to pay rent during the Term.

22.4 Kiosks and Marquee

22.4.1 The Landlord may erect from time to time during the term and remove and re-erect kiosks, marquees and other temporary or permanent structures in any part of the Land (not comprising the Premises) and may grant to any person the exclusive use of all or any part thereof for such purposes for such periods and upon such terms and conditions as the Landlord may in its absolute discretion think fit.

22.4.2 The Tenant may request the consent of the Landlord to erect a marquee on the Premises for a particular day or days, where a sporting game or match will be held. If the Landlord's consent is granted the such consent will be subject to certain conditions and requirements of the Landlord from time to time. Such conditions will include an obligation on the Tenant to ensure that such marquee is weighted to prevent damage to sub-surface irrigation.

22.5 No Caveat

The Tenant must not lodge or cause or permit to be lodged any absolute caveat over the certificate of title for the Land or the Premises.

22.6 Landlord and Tenant Act

A notice under section 10 of the *Landlord and Tenant Act 1936 (SA)* must allow 14 days for the Tenant to remedy a breach of this Lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord. No period of notice is required in respect of non-payment of rent.

22.7 Power of Attorney

If the Landlord becomes entitled to terminate this Lease and re-enter and take possession of the Premises (a statutory declaration of any duly authorised officer, employee or agent of the Landlord will be conclusive evidence for the purpose of the

Registrar-General) then the Tenant irrevocably appoints the Landlord as the attorney of the Tenant to execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886* (SA). The Tenant must execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886* (SA).

22.8 **Special Conditions**

This Lease is subject to the special terms and conditions (if any) specified in Item 10 of Schedule 1 and if there is any inconsistency between any such special terms and conditions and any of the provisions of this Lease and/or the Rules and Regulations then such special terms and conditions will prevail.

DRAFT

SCHEDULE 1

ITEM 1 TENANT (clause 1.18)

Name: Brighton Rugby Union Football Club Incorporated

ABN: 30 403 341 350

Address: 410-420 Brighton Road, Hove SA 5048

ITEM 2 PREMISES (clause 1.12)

That portion of the land comprised in Certificate of Title Register Book Volume 5748 Folio 561 and Volume 5750 Folio 187 and known as 410-420 Brighton Road Hove SA 5048 being the area shaded in red on the plan contained in Schedule 3

ITEM 3 THE LAND (clause 1.8)

The whole of the land comprised in Certificate of Title Register Book Volume 5748 Folio 561 and Volume 5750 Folios 183 and 187

ITEM 4 PERMITTED USE (clause 9.1)

The provision of community recreational rugby club and/or such other use or uses as the lessor may consent to

ITEM 5 TERM (clause 1.21)

A term of five (5) years commencing on [DATE] (**Commencement Date**) and expiring at 11.59PM on [DATE]

ITEM 6 COMMENCING RENT (clause 3)

\$5,710.00 per annum exclusive of GST, subject to review

ITEM 7 RENT REVIEW (clause 3)

(a) Fixed Review Dates: The rent will be reviewed as follows:

First anniversary of this Lease: \$8,224.00 per annum plus GST

Second anniversary of this Lease: \$10,738.00 per annum plus GST

Third anniversary of this Lease: \$13,252.00 per annum plus GST

Fourth anniversary of this Lease: \$15,765.00 per annum plus GST

- (b) CPI Review Dates: from [DATE] each year during the Term if the Term is renewed or extended

ITEM 8 PUBLIC RISK INSURANCE (clause 11)

TWENTY MILLION DOLLARS per claim and unlimited in the annual aggregate or such higher amount as the Landlord may from time to time reasonably require.

ITEM 9 EXTENSION OF TERM (clause 18) [TBA]

One further term of five (5) years commencing on [DATE] and expiring on [DATE], if exercised in accordance with clause 18

ITEM 10 SPECIAL CONDITIONS (clause 22.8)

1. Child Safe Environment

- 1.1 The Tenant acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the *Children's Protection Act 1993*) at all times. A child safe environment is 'an environment, which is both child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'
- 1.2 The Tenant represents to the Landlord that it has fulfilled and will ensure that it continues to fulfil its requirements under the *Children's Protection Act 1993* in relation to occupying the Premises for the Permitted Use.
- 1.3 The Tenant must act in the best interests of the community at large.
- 1.4 The Tenant must at the request of the Landlord provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 1.5 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within 10 Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

2. Tenant's Fitout

- 2.1 The Tenant must carry out its Fitout Works:
 - (a) in a proper and workmanlike manner;

- (b) in a manner that does not expose people to a health and safety risk;
- (c) using good quality materials;
- (d) in accordance with the Tenant's plans and specifications approved by the Landlord;
- (e) in accordance with all approvals and the requirements of authorities;
- (f) in accordance with the reasonable directions of the Landlord and the Landlord's representative;
- (g) in a manner so as not to:
 - (i) disturb other contractors or occupants of the Building; or
 - (ii) prevent or hinder access to the Premises or any part of them by the Landlord or any person authorised by the Landlord;

2.2 In carrying out the Fitout Works the Tenant must:

- (a) ensure that the Tenant's employees, contractors, agent and invitees comply with the requirements of all relevant building site awards and conditions relevant to the construction of the Fitout Works;
- (b) not bring any heavy items of machinery into the Premises likely to damage the Building without the prior approval of the Landlord;
- (c) use the access paths, loading dock and lifts in the Building only to the extent approved from time to time by the Landlord or the Landlord's representative (each acting reasonable), having regard to the requirements of other occupants of the Building; and
- (d) ensure that any defects in the Fitout Works are rectified promptly.

2.3 The Fitout Works and the use by the Tenant of the Land, the Building and the Premises are at the Tenant's risk except to the extent caused by the wilful or negligent act or omission of the Landlord.

2.4 In this special condition, "**Fitout Works**" means the works and installations to fit out and prepare the Premises to the Tenant's occupational requirements as depicted in the plans and specifications approved by the Landlord.

3. **Tenant's Fixtures and Fittings**

- 3.1 For the avoidance of doubt, the Tenant acknowledges that the Landlord has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.
- 3.2 At the expiration or earlier determination of this Lease, if requested in writing by the Landlord, the Tenant must, in consideration for \$1.00 (if demanded) transfer ownership to the Landlord all such fixtures and fittings within the Premises, free of any other interests, which are nominated by the Landlord pursuant to this special condition.

4. **Licence**

- 4.1 The Tenant may access and use the area outlined in blue on the plan attached at Schedule 4 (**Rugby Field**) during official Tenant training times (that is, three times a week from 5.30pm to 9.30pm) and during official Rugby SA fixtures and for the purposes of the Permitted Use, and the terms and conditions of this Lease apply to the Licence mutatis mutandis.
- 4.2 The licence conferred by this special condition does not confer on the Tenant any tenancy, estate or interest in the Rugby Field or the Land.
- 4.3 Without limiting and notwithstanding any other release provided by the Tenant in this Lease, the Tenant agrees that the Landlord is not liable for any death or personal injury to the Tenant or its patrons or customers while accessing, occupying or using the Rugby Field.
- 4.4 Without limiting and notwithstanding any other indemnity provided by the Tenant in this Lease, the Tenant indemnifies the Landlord against all actions, liabilities, claims or demands for any loss, damage, injury, or death incurred or suffered directly or indirectly by the Landlord or any other person in connection with the Tenant's access, occupation or use of the Rugby Field.
- 4.5 Any breach of the licence granted pursuant to this special condition by the Tenant is a breach of this Lease by the Tenant and any breach of this Lease by the Tenant is a breach of the Licence granted pursuant to this special condition subsisting at the time of the breach of the lease by the Tenant.
- 4.6 The Tenant must (on demand) remedy any damage caused to the Rugby Field by the Tenant's access, occupation and/or use.
- 4.7 The Tenant must ensure the Rugby Field is kept and left in a clean, neat and tidy condition at the end of each use.

5. **Maintenance Fund**

- 5.1 The Tenant undertakes to the Landlord that it must (on or before entering into this Lease) establish and maintain an account for maintenance to the Premises, and ensure that at least \$7,500 is deposited into an interest earning account each year during the Term which may be applied as follows:
 - (a) the amount of money contribute to this account in a year may be reduced by deducting the value of any work done to the Premises during that year without charge by or on behalf of the Tenant;
 - (b) monies may be withdrawn from this account by the Tenant for the purpose of undertaking maintenance to the Premises;
 - (c) in the event that the Tenant undertakes major capital improvement works to the Premises or the Rugby Field (as defined by special condition 4) the requirement for this annual contribution may be waived at the discretion of the Landlord upon the written request of the Tenant.

- 5.2 The Tenant will provide to the Landlord on the Commencement Date and annually thereafter, true and complete copies of all statement evidencing such contributions including annual statements. The Tenant agrees that it will not deduct, withdraw or apply any moneys deposited into the holding account without the Landlord's prior written consent. The Tenant further agrees that the moneys held in the holding account will be applied for replacement as reasonably notified by the Landlord.

6. Special events and community programs

- 6.1 The Tenant acknowledges that the Landlord may from time to time use the field and clubrooms for special or major sporting, community or other events.
- 6.2 The Tenant must accommodate the Landlord with up to three special or major sporting, community or other events per financial year, of a duration of 2 days maximum each. The Landlord will provide no less than 90 days written notice to the Tenant.
- 6.3 The Landlord will endeavour to select dates for special events that do not conflict with the Tenant's official training and fixtures. If required, the Landlord will assist to relocate the Tenant during the affected hours, however the relocation is not guaranteed.
- 6.4 The Landlord will be authorised to access and use the Premises free of charge for the sole purpose of running free community programs organised and led by the Landlord, up to 4 hours a week on any Monday to Friday (inclusive) and outside of designated training and game times. The Tenant must accommodate exclusive access to the function room, and non-exclusive access to the kitchen, toilets and all common areas for the duration of these programs. Times and dates will be scheduled a minimum of 3 months in advance and negotiated to not conflict with the Tenant's official training and fixtures.

7. Other

- 7.1 The Landlord will maintain the Rugby Field (as defined by special condition 4) during the Term to a higher standard than a public reserve (as specified in the Landlord's Community Leasing Policy) and on this basis, the commencing rent includes the Tenant's contribution to the additional maintenance costs the Landlord will incur.
- 7.2 The Tenant must allow the Premises to be used by community groups for community sport services when not required by the Tenant for training or match commitments.
- 7.3 The Tenant is permitted to (and will be responsible for) marking out the Rugby Field (as defined by special condition 4) and all costs associated therewith.
- 7.4 The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspections/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding fire safety,

white ants, air conditioning, grease arrestors, electrical and essential safety provisions.

- 7.5 The Tenant must leave the Premises (including all playing grounds) in a clean and tidy state at the end of each use.
- 7.6 Except as permitted by clause 9.3 of this Lease, the Tenant must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land.
- 7.7 The Tenant must provide to the Landlord on or before the Commencement Date and on each anniversary of the Commencement Date during the Term evidence of annual inspections/servicing of the Premises and Services in a form satisfactory to the Landlord, including but not limited to copies of all compliance certificates from the relevant authorities regarding fire safety, air conditioning, grease arrestors, electrical and essential safety provisions. The Tenant must at the same time provide to the Landlord a program that specifies planned and scheduled maintenance in relation to the Premises for the coming lease year.

ITEM 11 ESSENTIAL TERMS (clause 66)

Clauses 3.1, 4, 5, 6, 7, 8, 9.1, 9.3, 10, 11, 12, 17, 22.8 and any obligations imposed on the Tenant pursuant to Item 10 of this Schedule

SCHEDULE 2 - Maintenance Schedule

This schedule outlines the particular responsibilities of Landlord and the Tenant, where applicable, and must be read in conjunction with relevant provisions within this Lease including **clauses 6 and 14.5**.

In this Schedule 2, all references to “periodically” *must be interpreted to any program or time frame stated within any manufacturing specifications, Australian Standards or industry best practice benchmarking, as notified by the Landlord to the Tenant from time to time.*

Building - External

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Storm water system	Clean gutters, downpipes and storm water drains – keep free of debris to prevent blockages.		As required	Repair/replace at end of natural life unless damage caused by Licensee's negligence.
Storm water pits and pumps		Nil responsibility unless damaged caused by tenant.		Full responsibility unless damaged caused by Tenant.
Windows internally and externally, including frames and screens etc.	Clean including frames. Replace glazing, repair as required.		Minimum twice a year	Replace frames and opening/closing mechanisms at end of natural life unless damage caused by Licensee's negligence.
Sewer mains and external pipes	Keep clear of blockages.		As required	Repair/replace at end of natural life unless damage caused by Licensee's negligence.
Roof and guttering	Keep guttering clean and free of debris at all times		Twice a year	Repair leaks to the roof and repair or replace roof covering (based on capital works programme and budget priorities)
Doors/locking mechanisms	Minor adjustments to make operable. Keep doors operational – repair (e.g. if	Option	As required	Replace mechanisms at end of natural life unless damaged caused

Item	Tenant' responsibility			Landlord's responsibility
	door hinge/lock broken, repair/replace locks, door coverings)			by the Tenant.
Building keys, fobs & access cards		Additional, replacement or programming of keys, fobs or cards.		Replace system at end of natural life.
Solar Panels	Full responsibility. Replace at end of life. Removal and reinstatement of system if required for landlord to undertake works.			Nil responsibility.
Walls	Wash, clean periodically.	Option	Annually	Nil responsibility.
	Repair, touch up and repaint and damage.	Option	As required	Maintain structural stability. Remove graffiti. Periodic painting (e.g. every 10 years) unless caused by the Tenant and their activities.
Glass	Keep clean, maintain and remove graffiti. Maintain and window tints or films. Replace if broken or damaged.		As required	Replace structure at end of natural life.
Stairwells/staircase	Keep free of rubbish and debris. Keep access/ egress area clear. Repair and replace including balustrades, treads risers and landings.		As required	Replace at end of natural life.
Paint finishes	Touch up and repaint where damaged in between periodic paints.	Option	As required	Periodic painting (e.g. every 10 years) unless caused by the Tenant and their activities.
Signs installed by Tenant	Maintain, clean and replace (observing landlord's requirements for installation)			Nil responsibility.
Security lights	Nil responsibility for maintenance, unless damaged by Tenant and their activities.		As required	Maintain and replace lights fittings and any globes.

Item	Tenant' responsibility			Landlord's responsibility
	Pay for electricity costs			
External Pipes	Repair damage and blockage caused by tenant's negligence.		As required	Replace at end of natural life. Remove tree roots if damaged caused by trees on landlord's land.
General Cleaning, including shed and storage areas.	Full responsibility maintain and keep clean and tidy including surrounds.			Nil responsibility.
Tenant's fixtures and fittings	Full responsibility.			Nil responsibility.
Balcony's balustrade	Cleaning and painting of steel	optional		Replace at end of natural life.
Pest removal including bees on shed and storages	Full responsibility.			Nil responsibility.

External Site Surfaces

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
External fence	Keep clean and tidy.		Regularly	Remove graffiti. Maintain and replace at end of natural life.
Building apron/ walkway and/or Garden areas	Keep clean and unobstructed. No storage of waste.		At all times	Maintain and replace.
Storage shed / compound, warm up area	Keep clean, maintain, repair and replace as required. No storage outside of designated storage areas.		As Required	Nil responsibility.
Car parks	Nil responsibility unless damage caused by Tenant			Full responsibility.
Internal roads line	Nil responsibility unless damage caused			Full responsibility.

Item	Tenant' responsibility			Landlord's responsibility
marking	by Tenant			
Watering / irrigation systems	Nil responsibility unless damage caused by Tenant			Full responsibility unless damage caused by Tenant
Tree pruning and care	Nil responsibility unless damage caused by Tenant			Full responsibility unless damage caused by Tenant
Retaining Walls	Nil responsibility unless damage caused by Tenant			Maintain, Replace at end of natural life.
Line marking of rugby field	Full responsibility			Nil responsibility
Replacement of rugby field	Nil responsibility unless damage caused by Tenant.			Full responsibility unless damage caused by Tenant
Goal posts	Full responsibility including replacement			Nil responsibility
Field lighting (including warm up area)	Full responsibility including replacement			Nil responsibility
Score board	Full responsibility including replacement			Nil responsibility
Memorial sites and fundraising pavers	Full responsibility including replacement and/or land remediation			Nil responsibility
Signs installed by Landlord (including entry statement)	Nil responsibility unless damage caused by tenant.			Full responsibility unless damage caused by Tenant
Bench and/or other sitting arrangements	Keep clean, maintain, repair and replace as required.			Nil responsibility
Pest removal including bees on licensed grounds	Nil responsibility.			Full responsibility

Building internal

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Water, sewer and gas piping	Keep free from blockages – unblock drains. Repair damage caused by Lessee.		As required	Replace at end of useful life.
Hot water systems	Full responsibility.			Nil responsibility.
Change rooms, fit out and finishes	Full responsibility. Keep clean and tidy.		Periodically	Nil responsibility.
Lift	Keep clean and tidy.	Periodic servicing, Maintenance, breakdowns, callouts and any damage caused by tenant and its activities.	Periodically	Lift Registration Licence. Replacement at end of life.
Security Alarms and general Cameras		Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.		Oversee any additions or changes. Configuration of the system, servicing, maintenance and monitoring. Replacement at end of life
POS CCTV equipment	If Point of Sale CCTV equipment is not installed as part of the building security and CCTV system.	If Point of Sale CCTV equipment installed as part of the building security and CCTV system. Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that		

Item	Tenant' responsibility			Landlord's responsibility
		are requested by the Tenant.		
Fire extinguishers, hose reels and fire blankets, sprinkler systems etc.	Make sure fire equipment is accessible at all times. Report any damage or usage of fire equipment to landlord.	Repair, replace or replenish if or used or damaged by Tenant.	Periodically	Service, maintain and replace at end of life unless damaged caused by Lessee.
Emergency exit lighting and evacuation signage.	Nil responsibility unless or damaged or altered by Tenant.	Optional	Periodically	Full responsibility unless damage caused by Lessee.
Smoke detectors	Nil maintenance responsibility unless damaged by Tenant.	Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.	Periodically	Configuration of the system, servicing, maintenance and monitoring. Replacement at end of life Replacement at end of life
Water/waste services – associated fittings including taps etc.	Clean fittings, toilet, sinks – maintain and replace washers. Replace tap ware, sinks, drains and toilets.		Periodically	Nil responsibility.
Grease Arrestors	Full responsibility.		Periodically	Nil responsibility.
Telecommunications – phone/PABX systems	Full responsibility.			Nil responsibility.
Air conditioning units/thermostats, ducting etc.	Regular services to maintain working order and repairs.	Option	In line with manufacturer's specification	Replace at end of useful life.
Electrical services, sub switchboards, distribution boards and power lighting circuits	Nil responsibility unless damage caused by Lessee.			Full responsibility unless damaged caused by Lessee.

Item	Tenant' responsibility			Landlord's responsibility
Doors, locking mechanisms		Full responsibility: proximity card replacement / keep doors operational / replace damage locking mechanisms / replace damaged doors		Nil responsibility.
Consumer mains	Nil responsibility unless damaged caused by Lessee.			Full responsibility unless damaged caused by Lessee.
Lighting fixtures	Full responsibility, Replace light fittings and globes, ballast's and fuses. Repair/replace wiring connections.		As required	Nil responsibility.
Carpets	Keep clean and free from dirt and stains. Repair any damage caused by misuse by the Lessee. Replace at end of life responsibility		Periodically	Nil responsibility.
Vinyl/concrete/tiled/other floors	Clean/polish Repair/replace to appropriate finish.		Periodically	Nil responsibility.
Internal walls/screens and Ceilings	Clean. Keep free of mould/grime Repair damage caused by use. Repair cracking, repaint. Replace non-structural walls and screens.		Periodically	Replacement and structural maintenance responsibility for structural walls and ceilings only.
Lessee's fitting and loose / soft furniture and equipment	Full maintenance and replacement responsibility			Nil responsibility.
Pest removal including bees	Full responsibility.			Nil responsibility.
Electrical tagging and testing	Full responsibility.		Periodically	Nil responsibility.

Item	Tenant' responsibility			Landlord's responsibility
General cleaning	Full responsibility to keep the internal premises clean and tidy		Periodically	Nil responsibility.
Licensee's fixtures and fittings	Full responsibility.			Nil responsibility.
Bar fit out and kitchens' equipment including range hood	Full responsibility, note canopy range hood / extraction system cleaning and servicing.		Periodically	Nil responsibility.
Cool rooms	Full responsibility.			Nil responsibility.
Blinds and /or window coverings	Full responsibility and replacement at end of life.		As required	Nil
Roller shutters				
Glass	Keep clean and maintain. Maintain and window tints or films. Replace if broken or damaged.		Periodical Cleaning, Maintenance as required.	Replace structure at end of natural life.

Exterior Toilets

Item	Tenant' responsibility		Frequency	Landlord's responsibility
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant		
Consumables	Nil	Nil	As needed	Supply consumables
Cleaning	Nil	Nil	Periodical	Clean and service toilets as part of toilet cleaning program.
Maintenance and operational activities	Nil	Nil unless damage caused by tenants negligence or activities.	Periodical	Full responsibility unless damaged caused by Tenant.

Item	Tenant' responsibility			Landlord's responsibility
Fitout and Finishes	Nil	Nil	As needed	Replacement of fitout and finishes unless damaged by caused by

Schedule 3 – Plan of Premises



Schedule 4 – Plan of Rugby Field
(special condition 4 in Item 10 of Schedule 1)



RULES AND REGULATIONS

1. The Tenant must not:

- 1.1 smoke in the Building or on the areas outside the Building on the Land;
- 1.2 put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
- 1.3 hold auction, bankrupt or fire sales in the Premises;
- 1.4 keep an animal or bird on the Premises;
- 1.5 use a business name which includes words connecting the business name with the Building without the Landlord's approval;
- 1.6 remove floor coverings from where they were originally laid in the Premises without the Landlord's approval;
- 1.7 do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee;
- 1.8 use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord;
- 1.9 operate a musical instrument, radio, television or other equipment that can be heard outside the Premises;
- 1.10 throw anything out of any part of the Building;
- 1.11 move heavy or bulky objects through the Building without the Landlord's approval;
- 1.12 obstruct:
 - 1.12.1 windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - 1.12.2 any air vents, air conditioning ducts or skylights in the Premises; or
 - 1.12.3 emergency exits from the Building or the Premises; or
 - 1.12.4 the Common Areas; or
 - 1.12.5 interfere with directory boards provided by the Landlord.

2. The Tenant must:

- 2.1 put up signs in the Premises prohibiting smoking nor allow or permit the presence or consumption of alcohol on the Rugby Field (as defined by special condition 4);
- 2.2 if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises;
- 2.3 participate in any emergency drill of which the Landlord gives reasonable notice;

- 2.4 evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
- 2.5 secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

DRAFT

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

Retail and Commercial Leases Act 1995: Section 18

Retail and Commercial Leases Regulations 1995: Regulation 7

THE LANDLORD DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

SIGNED as an agreement

DATED

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

.....
Mayor

.....
Chief Executive Officer

**THE COMMON SEAL of
BRIGHTON RUGBY UNION FOOTBALL CLUB INCORPORATED**
was affixed pursuant to the *Associations
Incorporation Act 1985* in accordance with
its constitution:-

.....
Chairperson/Vice-Chairperson
(Please delete as applicable)

.....
Signature of Committee/Board Member
{Please delete as applicable}

.....
Print Full Name

.....
Print Full Name

Attachment 3



SCHEDULE 2 – MAINTENANCE SCHEDULE

This schedule outlines the particular responsibilities of Council (The Landlord) and the Brighton Rugby Club (the Tenant)

Inspection: Landlord reserves the right to inspect the premises and land on a 6 monthly basis.

Periodically means on a program aligning with manufacturing specifications, compliance standards or best practice and to be advised by Tenant to Landlord.

Building - External

Item	Tenant' responsibility		Estimate \$/yr.	Frequency	Landlord's responsibility	Estimated \$/yr.
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant				
Storm water system	Clean gutters, downpipes and storm water drains – keep free of debris to prevent blockages.			As required	Repair/replace at end of natural life unless damage caused by Licensee's negligence.	
Storm water pits and pumps		Nil responsibility unless damaged caused by tenant.		As required	Full responsibility unless damaged caused by Tenant.	
Windows internally and externally, including frames and screens etc.	Clean including frames. Replace glazing, repair as required.		800	Minimum twice a year	Replace frames and opening/closing mechanisms at end of natural life unless damage caused by Licensee's negligence.	
Sewer mains and external pipes	Keep clear of blockages.			As required	Repair/replace at end of natural life unless damage caused by Licensee's negligence.	
Roof and guttering	Keep guttering clean and free of debris at all times		700	Twice a year	Repair leaks to the roof and repair or replace roof covering (based on capital works programme and budget priorities)	

Roof Safety Systems	Nil responsibility	Nil responsibility unless damaged caused by tenant.		Periodically	Full responsibility to maintain and replace at end of life.	600
Doors/locking mechanisms	Minor adjustments to make operable. Keep doors operational – repair (e.g. if door hinge/lock broken, repair/replace locks, door coverings)	Option	100	As required	Replace mechanisms at end of natural life unless damaged caused by the Tenant.	
Building keys, fobs & access cards		Additional, replacement or programming of keys, fobs or cards.		As required	Replace system at end of natural life.	
Solar Panels	Full responsibility. Replace at end of life. Removal and reinstatement of system if required for landlord to undertake works.			As required	Nil responsibility.	
Walls	Wash, clean periodically.	Option	600	Annually	Nil responsibility.	
	Repair, touch up and repaint and damage.	Option		As required	Maintain structural stability. Remove graffiti. Periodic painting (e.g. every 10 years) unless caused by the Tenant and their activities.	1000
Glass	Keep clean, maintain and remove graffiti. Maintain and window tints or films. Replace if broken or damaged.		400	As required	Replace structure at end of natural life.	
Stairwells/staircase	Keep free of rubbish and debris. Keep access/ egress area clear. Repair and replace including balustrades, treads risers and landings.			As required	Replace at end of natural life.	

Paint finishes	Touch up and repaint where damaged in between periodic paints.	Option		As required	Periodic painting (e.g. every 10 years) unless caused by the Tenant and their activities.	
Signs installed by Tenant	Maintain, clean and replace (observing landlord's requirements for installation)			As required	Nil responsibility.	
Security lights	Nil responsibility for maintenance, unless damaged by Tenant and their activities. Pay for electricity costs			As required	Maintain and replace lights fittings and any globes.	75
External Pipes	Repair damage and blockage caused by tenant's negligence.			As required	Replace at end of natural life. Remove tree roots if damaged caused by trees on landlord's land.	
General Cleaning, including shed and storage areas.	Full responsibility maintain and keep clean and tidy including surrounds.			Periodically	Nil responsibility.	
Tenant's fixtures and fittings	Full responsibility.				Nil responsibility.	
Balcony's balustrade	Cleaning and painting of steel	optional		Periodically	Replace at end of natural life.	
Pest removal including bees on shed and storages	Full responsibility.			As required	Nil responsibility.	

External Site Surfaces

Item	Tenant' responsibility		Estimate \$/yr.	Frequency	Landlord's responsibility	Estimated \$/yr.
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant				
External fence	Keep clean and tidy.			As required	Remove graffiti. Maintain and replace at end of natural life.	250

Building apron/ walkway and/or Garden areas	Keep clean and unobstructed. No storage of waste.			At all times	Maintain and replace.	
Storage shed / compound, warm up area	Keep clean, maintain, repair and replace as required. No storage outside of designated storage areas.			As Required	Nil responsibility.	
Car parks	Nil responsibility unless damage caused by Tenant			Periodically	Full responsibility.	800
Internal roads line marking	Nil responsibility unless damage caused by Tenant			Periodically	Full responsibility.	150
Watering / irrigation systems	Nil responsibility unless damage caused by Tenant			Periodically	Full responsibility unless damage caused by Tenant	1000
Tree pruning and care	Nil responsibility unless damage caused by Tenant			As Required	Full responsibility unless damage caused by Tenant	500
Retaining Walls	Nil responsibility unless damage caused by Tenant			As Required	Maintain, Replace at end of natural life.	
Line marking of rugby field	Full responsibility			Periodically	Nil responsibility	
Replacement of rugby field	Nil responsibility unless damage caused by Tenant.			As Required	Full responsibility unless damage caused by Tenant	
Goal posts	Full responsibility including replacement			As Required	Nil responsibility	
Field lighting (including warm up area)	Full responsibility including replacement			As Required	Nil responsibility	
Score board	Full responsibility including replacement		200	As Required	Nil responsibility	
Memorial sites and fundraising pavers	Full responsibility including replacement and/or land remediation		250	As Required	Nil responsibility	

Signs installed by Landlord (including entry statement)	Nil responsibility unless damage caused by tenant.			As Required	Full responsibility unless damage caused by Tenant	
Bench and/or other sitting arrangements	Keep clean, maintain, repair and replace as required.			As Required	Nil responsibility	
Pest removal including bees on licensed grounds	Nil responsibility.			As Required	Full responsibility	

Building internal

Item	Tenant' responsibility		Estimate \$/yr.	Frequency	Landlord's responsibility	
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant				Estimated \$/yr.
Water, sewer and gas piping	Keep free from blockages – unblock drains. Repair damage caused by Lessee.			As required	Replace at end of useful life.	
Hot water systems	Utility costs associated with HWS.			As Required	Maintenance and replacement at end of life.	
Change rooms, fit out and finishes	Full responsibility. Keep clean and tidy.		1200	Periodically	Nil responsibility.	
Lift	Keep clean and tidy.	Periodic servicing, Maintenance, breakdowns, callouts and any damage caused by tenant and its activities.	4464	Periodically	Lift Registration Licence. Replacement at end of life.	70

Security Alarms and general Cameras		Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.		Periodically	Oversee any additions or changes. Configuration of the system, servicing, maintenance and monitoring. Replacement at end of life	1716
POS CCTV equipment	If Point of Sale CCTV equipment is not installed as part of the building security and CCTV system.	If Point of Sale CCTV equipment installed as part of the building security and CCTV system. Call outs or attendance by security patrols or MFS caused by the Tenant and their activities. Any approved changes to the system or its configuration that are requested by the Tenant.		As Required		
Fire extinguishers, hose reels and fire blankets, sprinkler systems etc.	Make sure fire equipment is accessible at all times. Report any damage or usage of fire equipment to landlord.	Repair, replace or replenish if or used or damaged by Tenant.		Periodically	Service, maintain and replace at end of life unless damaged caused by Lessee.	1200
Emergency exit lighting and evacuation signage.	Nil responsibility unless damaged or altered by Tenant.	Optional		Periodically	Full responsibility unless damage caused by Lessee.	200
Smoke detectors	Nil maintenance responsibility unless damaged by Tenant.	Call outs or attendance by security patrols or MFS caused by the Tenant and their activities.		Periodically	Configuration of the system, servicing, maintenance and monitoring.	880

		Any approved changes to the system or its configuration that are requested by the Tenant.			Replacement at end of life Replacement at end of life	
Water/waste services – associated fittings including taps etc.	Clean fittings, toilet, sinks – maintain and replace washers. Replace tap ware, sinks, drains and toilets.		100	Periodically	Nil responsibility.	
Grease Arrestors	Full responsibility.		1600	Periodically	Nil responsibility.	
Telecommunications – phone/PABX systems	Full responsibility.			As Required	Nil responsibility.	
Air conditioning units/thermostats, ducting etc.	Regular services to maintain working order and repairs.	Option	2800	In line with manufacturer's specification	Replace at end of useful life.	
Electrical services, sub switchboards, distribution boards and power lighting circuits	Nil responsibility unless damage caused by Lessee.			As Required	Full responsibility unless damaged caused by Lessee.	
Doors, locking mechanisms		Full responsibility: proximity card replacement / keep doors operational / replace damage locking mechanisms / replace damaged doors		As Required	Nil responsibility.	
Consumer mains	Nil responsibility unless damaged caused by Lessee.			As Required	Full responsibility unless damaged caused by Lessee.	
Lighting fixtures	Full responsibility, Replace light fittings and globes, ballast's and fuses. Repair/replace wiring connections.			As required	Nil responsibility.	
Carpets	Keep clean and free from dirt and stains.		2800	Periodically	Nil responsibility.	

	Repair any damage caused by misuse by the Lessee. Replace at end of life responsibility					
Vinyl/concrete/tiled/other floors	Clean/polish Repair/replace to appropriate finish.		2800	Periodically	Nil responsibility.	
Internal walls/screens and Ceilings	Clean. Keep free of mould/grime Repair damage caused by use. Repair cracking, repaint. Replace non-structural walls and screens.		750	Periodically	Replacement and structural maintenance responsibility for structural walls and ceilings only.	
Lessee's fitting and loose / soft furniture and equipment	Full maintenance and replacement responsibility			As Required	Nil responsibility.	
Pest removal including bees	Full responsibility.			As Required	Nil responsibility.	
Electrical tagging and testing	Full responsibility.		200	Periodically	Nil responsibility.	
General cleaning	Full responsibility to keep the internal premises clean and tidy		3300	Periodically	Nil responsibility.	
Licensee's fixtures and fittings	Full responsibility.			As Required	Nil responsibility.	
Bar fit out and kitchens' equipment including range hood	Full responsibility, note canopy range hood / extraction system cleaning and servicing.		500	Periodically	Nil responsibility.	
Cool rooms	Full responsibility.		400	Periodically	Nil responsibility.	
Blinds and /or window coverings	Full responsibility and replacement at end of life.			As required	Nil responsibility.	

Roller shutters	Full responsibility and replacement at end of life.		100	Periodically	Nil responsibility.	
Glass	Keep clean and maintain. Maintain and window tints or films. Replace if broken or damaged.		400	Periodical Cleaning, Maintenance as required.	Replace structure at end of natural life.	

Exterior Toilets

Item	Tenant' responsibility		Estimate \$/yr.	Frequency	Landlord's responsibility	Estimate \$/yr.
	Organised and paid by Tenant	Organised by Landlord, on charged to Tenant				
Consumables	Nil	Nil		As needed	Supply consumables	350
Cleaning	Nil	Nil		Periodical	Clean and service toilets as part of toilet cleaning program.	5840
Maintenance and operational activities	Nil	Nil unless damage caused by tenants negligence or activities.		Periodical	Full responsibility unless damaged caused by Tenant.	500
Fitout and Finishes	Nil	Nil		As needed	Replacement of fitout and finishes unless damaged by caused by	

Item No: 15.7

Subject: **REVIEW OF ITEMS HELD IN CONFIDENCE**

Date: 10 December 2019

Written By: Records Coordinator

General Manager: Strategy and Business Services, Ms P Jackson

SUMMARY

Council is required to review Items held in confidence every 12 months under Section 90(3) of the *Local Government Act 1999*.

A comprehensive review of the confidential register has been undertaken to determine, given the nature of the information contained therein, if the reasons cited at the time of each confidentiality order are still current.

This report recommends 17 Confidential Items (including reports, attachments and minutes where relevant) be released from confidence.

RECOMMENDATION

1. **That the Confidential Items presented at Attachment 1 to Report No: 466/19 be released from Confidence.**
 2. **That the Confidential Items presented at Attachment 2 to Report No: 466/19 be retained in confidence until 30 June 2020 and a further review conducted.**
-

COMMUNITY PLAN

A Place that Provides Value for Money

COUNCIL POLICY

Not Applicable

STATUTORY PROVISIONS

Section 90 (3) *Local Government Act 1999*

Section 91 (9)(a) *Local Government Act 1999*

BACKGROUND

Underpinning Council's commitment to transparent decision making is the principle that unless there is good reason, as defined by Section 90 (3) of the *Local Government Act 1999*, all of the material presented to, and discussed at Council as well as its decisions, should be publicly available.

Although it is recognised that Council will have cause from time to time to retain some items in confidence, it is also best practice that these decisions be regularly reviewed to determine the earliest opportunity to release them to the public, with a view to keeping as few matters in confidence as possible.

REPORT

Governance has completed a review of 84 Confidential Items (including reports, attachment and minutes where relevant). A summary of the items recommended for release from confidence are presented in Attachment 1.

Refer Attachment 1

Given the ongoing nature of a number of commercial projects, there remain a number of Items which are recommended to be retained in confidence and these will be reviewed in accordance with the usual cycle.

Refer Attachment 2

Main comments are as follows on the items to be retained in confidence and as specified in Attachment 2 under the title "Ground/s":

- ***Southern Region Waste Resource Authority (SRWRA) x 5***
These documents need to remain in confidence as a number of reports were presented to Council which contained the original minutes of the meetings of the SRWRA, which under its Charter were held in confidence. These five items will need to remain in confidence until the Southern Region Waste Resource Authority determines that the minutes of these meetings are released from confidence. SRWRA has now adopted a new practice of providing councils with an information report that is not in confidence.
- ***Liberty Towers x 2***
These reports need to remain in confidence as the settlement includes a Deed of Confidentiality. This Deed remains active until all parties agree that the settlement can be made public.
- ***Minutes of the Alwyndor Management Committee (AMC) x 20***
The attachments to the reports presented to Council contain minutes of the meetings of the AMC, which have been retained in confidence by the Committee. These Items often include competitive sensitive financial information, clinical and resident specific information.

- ***Chief Executive Officer's Performance Appraisal x 3***
The attachments to the reports presented to Council contain appraisal's which have been retained in confidence.
- ***Complaint Matters with Ombudsman SA***
This report needs to be held in confidence until all matters are finalised.
- ***Glenelg Jetty Regeneration Project Update***
This report needs to be held in confidence until all matters are finalised.
- ***Quarterly Report on Commercial Leases***
This report needs to be held in confidence until all matters are finalised due to information relating to current tenants.
- ***Waste Management Cost Savings and Contract Renewal***
This report needs to be held in confidence until all matters are finalised.
- ***Brighton Pump Track Maintenance x 3***
These items need to be held in confidence due to containing personal information regarding Council volunteers.
- ***New Catholic Primary School x 2***
These reports needs to be held in confidence until all matters are finalised.
- ***Application to Renew Lease – Rimhart Nominees Pty Ltd***
This report needs to be held in confidence until all matters are finalised.
- ***Sale of Land Proposal***
This report needs to be held in confidence until all matters are finalised.
- ***Buffalo Licence Agreement x 2***
These reports needs to be held in confidence until all matters are finalised.
- ***Brighton Oval Complex – Redevelopment Contract Approval***
This report needs to be held in confidence until execution of contract.

Items will be released by adding them to the Council webpage and will be publicly available to inspect at Council's Brighton Office.

BUDGET

There are no budget implications.

LIFE CYCLE COSTS

There are no Life Cycle costs.

Attachment 1



Attachment 1 – Documents to be released from Confidence

Date	Subject	Report No:	Ground/s	Recommendation
25/09/2007	Minutes of the Southern Region Waste Resource Authority Meeting	425/07	(b) Commercial Advantage	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA release
20/01/2009	Glenelg Oval Naming Rights	29/09	(d) Commercial Advantage not a trade secret	Retain in Confidence - further 12 months - Naming Rights agreement ends in 2019
22/03/2016	Update on Minda Land and Infrastructure Matters – Verbal Update	-	(h) legal advice (i) Actual litigation	Release minutes – all matters finalised
10/05/2016	Verbal Update on negotiations with MINDA	-	(i) Actual Litigation	Release minutes – all matters finalised
12/07/2016	Update on Negotiations with MINDA	-	(d) Commercial Advantage not a trade secret (i) actual litigation	Release minutes – all matters finalised
26/07/2016	Update on Minda	-	(d) Commercial Advantage not a trade secret (i) Actual Litigation	Release minutes – all matters finalised
11/08/2015	Chief Executive Officer's Performance Appraisal	235/15	(a) Personal Affairs	Release report and minutes
23/08/2016	Minda Update	-	(b) Commercial advantage (g) Breach of Law (h) Legal Advice (i) Litigation	Release minutes – all matters finalised
13/09/2016	Minda and Somerton Surf Lifesaving Club land	-	(i) Actual Litigation	Release minutes – all matters finalised

27/09/2016	Adjourned Report – Confidential - Chief Executive Officer's Performance Appraisal	232/16	(a) Personal Affairs	Release report and minutes
11/10/2016	Verbal Update on Minda		(b) Commercial advantage (g) Breach of Law (h) Legal Advice (i) Litigation	Release minutes – all matters finalised
25/10/2016	Minda Update	274/16	(h) Legal Advice (i) Litigation	Release minutes, reports and attachments – all matters finalised
14/02/2017	Minda Update	46/17	(h) Legal Advice (i) Litigation	Release minutes, reports and attachments – all matters finalised
09/05/2017	Chief Executive Officer's Performance Appraisal	131/17	(a) Personal Affairs	Release report and minutes
28/11/2017	Minda Coast Park Project	434/17	(d) Commercial Advantage not a trade secret (g) Breach of Law	Release minutes – all matters finalised
22/05/2018	Sale of Land Proposal	176/18	(b) Commercial Advantage	Release report and minutes – sale of land has concluded and no longer needs to be retained in confidence
24/07/2018	LED Conversion - Implementation	241/18	(b) Commercial Advantage (d) Commercial Advantage not a trade secret	Release report and minutes – implementation completed

Attachment 2



Attachment 2 – Documents to be retained in Confidence

Date	Subject	Report No:	Ground/s	Recommendation
22/06/2004	Internal Review of Council Decision - C02/0186 and C03/0033 - Liberty Towers Encroachment Fees	295/04	(b) Commercial Advantage	Retain in Confidence – conditions of settlement must remain in confidence
9/11/2004	Liberty Towers Encroachment Fees	531/04	(i) Litigation	Retain in Confidence – conditions of settlement must remain in confidence
24/07/2007	Southern Region Waste Resource Authority	347/07	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does
28/08/2007	Southern Region Waste Resource Authority	384/07	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does
13/11/2007	Minutes of the Southern Region Waste Resource Authority Meeting	515/07	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does
26/02/2008	Minutes of the Southern Region Waste Resource Authority Meeting	67/08	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does
25/03/2008	Minutes of the Southern Region Waste Resource Authority	114/08	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does
22/04/2008	Minutes of the Southern Region Waste Resource Authority Meeting	182/08	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does
27/05/2008	Minutes of the Southern Region Waste Resource Authority Meeting	244/08	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does

Date	Subject	Report No:	Ground/s	Recommendation
24/06/2008	Minutes of the Southern Region Waste Resource Authority Meeting	291/08	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does
8/07/2008	Minutes of the Southern Region Waste Resource Authority Meeting	309/08	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence - Council is unable to release the document until SRWRA does
8/02/2011	Liberty Towers - Outstanding Encroachment Fees	35/11	(i) Litigation	Retain in Confidence – conditions of settlement must remain in confidence
27/08/2013	CONFIDENTIAL - Ombudsman SA Half Yearly Report – Complaint Matters With Ombudsman SA	253/13	(g) Breach of Law	Retain in Confidence - Attachment Only, report and minutes have been released
11/08/2015	Chief Executive Officer's Performance Appraisal	235/15	(a) Personal Affairs	Retain in Confidence – retain attachment and review in February 2020
14/06/2016	Glenelg Jetty Regeneration Project Update	154/16	(b) Commercial Advantage	Retain in Confidence – further 12 months
23/08/2016	Information Report – Southern Region Waste Resource Authority – 1 August 2016	201/16	(d) Commercial Advantage not a trade secret	Retain in Confidence - SRWRA retained minutes in confidence
27/09/2016	Adjourned Report – Confidential – Chief Executive Officer's Performance Appraisal	232/16	(a) Personal Affairs	Retain in Confidence – attachment and review in February 2020
13/12/2016	Minutes - Alwyndor Management Committee - 10 November 2016	307/16	(a) Personal Affairs	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
24/01/2017	Quarterly Report on Commercial Leases - December 2016	16/17	(b) Commercial Advantage	Retain in Confidence - contains financial information relating to current tenants
28/03/2017	Minutes - Alwyndor Management Committee - 21 February 2017	89/17	(b) Commercial Advantage	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee

Date	Subject	Report No:	Ground/s	Recommendation
9/05/2017	Chief Executive Officer's Performance Appraisal	131/17	(a) Personal Affairs	Retain in Confidence - for a further 12 months - Attachment Only
9/05/2017	Minutes – Alwyndor Management Committee – 18 April 2017	136/17	(b) Commercial Advantage	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
13/06/2017	Waste Management Cost Savings and Contract Renewal	193/17	(d) Commercial Advantage not a trade secret (k) Tenders	Retain in Confidence - Contract will not expire until 2021
13/06/2017	Minutes - Alwyndor Management Committee - 16 May 2017	190/17	(d) Commercial Advantage not a trade secret	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
11/07/2017	Minda Update	234/17	(h) Legal Advice (i) Litigation	Retain in Confidence - further 12 months - until all matters are finalised
11/07/2017	Minutes - Alwyndor Management Committee - 20 June 2017	232/17	(d) Commercial Advantage not a trade secret	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
8/08/2017	Minutes - Alwyndor Management Committee - 18 July 2017	266/17	(d) Commercial Advantage not a trade secret	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
12/09/2017	Minutes - Alwyndor Management Committee - 15 August 2017	304/17	(d) Commercial Advantage not a trade secret	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
10/10/2017	Minutes - Alwyndor Management Committee - 19 September 2017	356/17	(d) Commercial Advantage not a trade secret	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
14/11/2017	Brighton Pump Track Maintenance	415/17	(a) Personal Affairs	Retain in Confidence - contains personal information regarding council volunteer

Date	Subject	Report No:	Ground/s	Recommendation
14/11/2017	Minutes - Alwyndor Management Committee - 17 October 2017	409/17	(d) Commercial Advantage not a trade secret	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
28/11/2017	Adjourned Report - Brighton Pump Track Maintenance [Report No: 415/17]	437/17	(a) Personal Affairs	Retain in Confidence - contains personal information regarding council volunteer
28/11/2017	New Catholic Primary School at Hove	436/17	(b) Commercial Advantage	Retain in Confidence - matter is ongoing
12/12/2017	Adjourned Report - Brighton Pump Track Maintenance [Report No: 437/17]	445/17	(a) Personal Affairs	Retain in Confidence - contains personal information regarding council volunteer
12/12/2017	Minutes - Alwyndor Management Committee - 21 November 2017	444/17	(b) Commercial Advantage	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
23/01/2018	Minutes - Alwyndor Management Committee - 19 December 2017	10/18	(b) Commercial Advantage	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
30/01/2018	Alwyndor Aged Care - Organisational Review	23/18	(a) Personal Affairs	Retain in Confidence - matter is ongoing
13/02/2018	Correspondence regarding Business Opportunity	39/18	(d) Commercial Advantage not a trade secret	Retain in Confidence - matter is ongoing
13/02/2018	Urgent Business - Alwyndor Aged Care Organisational Review	---	(a) Personal Affairs	Retain in Confidence - matter is ongoing
13/02/2018	Urgent Business - New Catholic Primary School at Hove	---	(b) Commercial Advantage	Retain in Confidence - matter is ongoing
27/02/2018	Motion on Notice - Business Proposal- Cr Lonie	47/18	(d) Commercial Advantage not a trade secret	Retain in Confidence – Review February 2020

Date	Subject	Report No:	Ground/s	Recommendation
27/02/2018	Release of Business Proposal to Alwyndor Management Committee - Councillor Charlick	60/18	(d) Commercial Advantage not a trade secret	Retain in Confidence – Review February 2020
13/03/2018	Minutes - Alwyndor Management Committee - 16 January and 20 February 2018	67/18	(b) Commercial Advantage	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
13/03/2018	Motion on Notice - Release of Business Proposal to Alwyndor Management Committee - Councillor Bouchee	75/18	(d) Commercial Advantage not a trade secret	Retain in Confidence - matter is ongoing
10/04/2018	Minutes - Alwyndor Management Committee - 20 and 28 March 2018	109/18	(b) Commercial Advantage	Retain in Confidence - Information in the attached minutes is still retained in confidence by the Alwyndor Management Committee
10/04/2018	Motion on Notice - Alwyndor Aged Care - Councillor Aust	115/18	(a) Personal Affairs	Retain in Confidence - matter is ongoing
08/05/2018	Alwyndor Action Plan Progress	-	(a) Personal Affairs	Retain in Confidence – Review May 2020
10/07/2018	Application to Renew Lease - Rimhart Nominees Pty Ltd	232/18	(b) Commercial Advantage (d) Commercial Advantage not a trade secret (h) Legal Advice	Retain in Confidence - further 12 months - until all matters finalized
10/07/2018	Sale of Land Proposal	238/18	(b) Commercial Advantage	Retain in Confidence - further 12 months - until all matters finalized
24/07/2018	Attachment 1 - Items in Brief -	246/18	(a) Personal Affairs	Retain in Confidence - further 12 months - until all matters finalized

Date	Subject	Report No:	Ground/s	Recommendation
24/07/2018	Buffalo Licence Agreement and Proposed Site Redevelopment	253/18	(b) Commercial Advantage (d) Commercial Advantage not a trade secret (h) Legal Advice	Retain in Confidence - further 12 months - until all matters finalized
28/08/18	Brighton Oval Complex - Redevelopment Contract Approval	294/18	(b) Commercial Advantage (d) Commercial Advantage not a trade secret	Retain in Confidence - further 6 months - review May 2020
09/10/2018	Buffalo site Development	339/18	(b) Commercial Advantage (d) Commercial Advantage not a trade secret (h) Legal Advice	Retain in Confidence - further 12 months - until all matters finalized
12/12/2018	Buffalo Licence Agreement	389/18	(b) Commercial Advantage (d) Commercial Advantage not a trade secret (h) Legal Advice	Retain in Confidence - further 12 months - until all matters finalized

Date	Subject	Report No:	Ground/s	Recommendation
12/12/2018	Licence Agreement - Glenelg Tourism Pty Ltd and Temptation Sailing Ltd	403/18	(b) Commercial Advantage (d) Commercial Advantage not a trade secret	Retain in Confidence - further 12 months - until all matters finalized
11/12/2018	Glenelg Visitor Information Centre Management	412/18	(b) Commercial Advantage (d) Commercial Advantage not a trade secret	Retain in Confidence - contains personal information regarding council volunteer