

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 13 December 2022 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 – Councillor A Venning

5.2 Absent

6. DECLARATION OF OFFICE

Section 60 of the *Local Government Act 1999* and Regulation 6 of the *Local Government (General Regulations) 2013* prescribe the declaration to be made before a Justice of the Peace or a person authorised under the *Oaths Act 1936*.

Her Worship the Mayor will call on Mr Robert Hughes JP, to witness Mr John Smedley's declaration.

7. ITEMS PRESENTED TO COUNCIL

8. 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.

9. CONFIRMATION OF MINUTES**Motion**

That the minutes of the Ordinary Meeting of Council held on 29 November 2022 be taken as read and confirmed.

10. PUBLIC PRESENTATIONS

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

11. QUESTIONS BY MEMBERS

- 11.1 **Without Notice**
- 11.2 **On Notice**
 - 11.2.1 Open Space in the 'Triangle' – Councillor Miller (Report No: 468/22)
 - 11.2.2 Tarlton Street Stop Sign – Councillor Miller (Report No: 469/22)
 - 11.2.3 Daylight Saving Dog Leashes – Councillor Miller (Report No: 470/22)
 - 11.2.4 Mural Strategy – Councillor Miller (Report No: 471/22)
 - 11.2.5 Soft Plastics Recycling – Councillor Miller (Report No: 472/22)
 - 11.2.6 Traffic Management – Old Seawall Site – Councillor Miller (Report No: 465/22)

12. MEMBER'S ACTIVITY REPORTS - Nil**13. MOTIONS ON NOTICE**

- 13.1 Leave of Absence – Councillor Venning (Report No: 450/22)
- 13.2 Traffic Study at North Brighton – Councillor Fleming (Report No: 467/22)
- 13.3 Little Chopin Directional Signage – Councillor Miller (Report No: 478/22)
- 13.4 Poultry Policy – Councillor Miller (Report No: 482/22)

14. ADJOURNED MATTERS - Nil**15. REPORTS OF MANAGEMENT COMMITTEES AND SUBSIDIARIES**

- 15.1 Minutes – Jetty Road Mainstreet Committee – 2 November 2022 (Report No: 453/22)
- 15.2 Draft Minutes – Alwyndor Management Committee – 27 October 2022 (Report No: 464/22)
- 15.3 Information Report – Southern Region Waste Resource Authority Board Meeting – 31 October 2022 (Report No: 463/22)

16. REPORTS BY OFFICERS

- 16.1 Items in Brief (Report No: 466/22)
- 16.2 Elected Member Appointments to the Audit Committee (Report No: 459/22)
- 16.3 Elected Member Appointments to the Alwyndor Management Committee (Report No: 460/22)
- 16.4 Elected Member Appointments to the Southern Region Waste Resource Authority (Report No: 462/22)
- 16.5 Elected Member Appointments to the Executive Committee (Report No: 461/22)
- 16.6 Elected Member Appointments to the Australia Day Awards Selection Panel (Report No: 455/22)
- 16.7 Elected Member Appointments to the Jetty Road Mainstreet Committee (Report No: 454/22)
- 16.8 Elected Member Appointments to the Mawson Oval Management Committee (Report No: 457/22)
- 16.9 Distribution of Community Centres Contribution Funding 2022/2023 (Report No: 456/22)
- 16.10 2021/2022 Community Grants and Donations Program (Report No: 458/22)

17. 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.

18. URGENT BUSINESS – Subject to the Leave of the Meeting**19. CLOSURE**

ROBERTO BRIA
CHIEF EXECUTIVE OFFICER

Item No: 11.2.1

Subject: **QUESTION ON NOTICE – OPEN SPACE IN THE ‘TRIANGLE’ –
COUNCILLOR MILLER**

Date: 13 December 2022

QUESTION

Councillor Miller asked the following question:

“Can administration provide an update on its options investigation for open green space in the Diagonal Road/Oaklands Road/Brighton Road triangle?”

Background

Open space options in the triangle has been identified as a pressing issue by many residents, and forms a part of the 21/22 council budget.

ANSWER - Manager, Public Realm & Urban Design

Administration have undertaken an initial assessment of the Diagonal Road/Oaklands Road/Brighton Road triangle, and the potential options which could be used to enhance greening within this area. The area presents very few obvious locations that could be converted or extended to create more open space, given the density of existing buildings and road network. Whilst the ideas provided are certainly not final, there are several opportunities that Administration are exploring. A report will be prepared for Council to formalise some options for resolution in coming months.

Item No: 11.2.2

Subject: **QUESTION ON NOTICE – TARLTON STREET STOP SIGN – COUNCILLOR MILLER**

Date: 13 December 2022

QUESTION

Councillor Miller asked the following question:

“Can administration advise why the intersection of Whyte Street/Tarlton Street is a stop sign rather than a give way sign?”

Background

Some residents have questioned the necessity of the stop sign and feel a give way sign would be more appropriate and seeking to understand the rationale behind the stop sign.

ANSWER – Traffic and Transport Lead

The Intersection of Tarlton Street and Whyte Street has had regulatory controls (Stop signs) in place for a number of years. Anecdotally, from a nearby resident, this control was put in place in response to a fatal crash. Stop control is considered warranted due to the volume of traffic through this intersection, the bicycle lanes on Whyte Street and the number of possible road movements that can result in conflict between road users.

Whilst Stop controls are commonly put in place where sight distance is restricted, they are also a road safety tool used to ensure drivers have time to adequately assess a road environment before making decisions. There were no recorded crashes at this intersection within the past 5 years, however earlier crash history viewed back to 2011 indicates a high proportion of crashes associated with a failure to give way.

Item No: 11.2.3

Subject: **QUESTION ON NOTICE – DAYLIGHT SAVING DOG LEASHES – COUNCILLOR MILLER**

Date: 13 December 2022

QUESTION

Councillor Miller asked the following question:

“Will the hours set for dogs off lead on the beach during daylight savings be up for review?”

Background

Some residents have requested a review with the possibility of allowing an extension of off-lead times for dogs.

ANSWER - Manager, Community Safety

The hours set for dogs off lead are generally reviewed each time Council renew the Animal Management plan (Dog and Cat Management Plan 2022 - 2026).

The development of this plan is a legislative requirement in which council are required to consult with the community. The plan is required to include the leashing requirements for all reserves - including the beach. This plan was approved by council and the Dog and Cat Management Board in 2021.

In developing the City of Holdfast Bay's Dog and Cat Management Plan, the timeframes for the beach were kept the same due to the neighbouring beaches in Onkaparinga and Charles Sturt having the same leash times. This would help keep a consistent message for all visitors and aid enforcement. Whilst there are some people that have raised alternative leashing times, which includes increasing and decreasing these times, there was overall support for the status quo from the community.

Furthermore, these leashing times were chosen to improve safety during peak times when there is an increased number of dogs on the beach.

The next opportunity for review is when the plan is to be reviewed in 2025-2026. It is possible to review these earlier, however it will require public consultation, approval from council and the Dog and Cat Management Board. It is important to note any changes could create inconsistencies in leash times along the coast, which will make enforcement more challenging and potentially create a safety risk.

Item No: 11.2.4

Subject: **QUESTION ON NOTICE – MURAL STRATEGY – COUNCILLOR MILLER**

Date: 13 December 2022

QUESTION

Councillor Miller asked the following question:

“Can administration provide an update for the mural strategy which was a major objective of the Arts and Culture Strategy?”

Background

One of the key takeaways from the arts and culture strategy was the community’s desire for more public art. As a result the need for a mural strategy was identified but has hitherto been unseen by the elected body.

ANSWER – Manager, City Activation

The Arts and Culture Strategy identified a number of additional Strategies to be developed, however upon review of the requirements it was identified that a Plan was a more appropriate outcome for street art and murals. Accordingly, a Street Art and Mural Plan was developed in 2021. This is available on the City of Holdfast Bay website:

<https://www.holdfast.sa.gov.au/assets/general-downloads/Discover/Street-and-Mural-Plan.pdf>

This Plan is intended as a guide and information to artists, businesses and property owners that are interested in creating or commissioning a street art installation. It sets out a number of criteria for suitable locations.

Administration supports the development of street art across the City through direct commissioning of murals (with a budget allocation of \$5,000 per annum); public art grants (up to \$2,000) through Community Donation Grants; and providing advice to artists and property owners who wish to commission a mural independently.

Recent examples are the Cowper Street mural commissioned by Council with support from Jetty Road Mainstreet Committee (JRMCC) and the building owner, and the mural on the Esplanade Hotel, Brighton that was fully funded by the building owner, with advice from Administration.

Item No: 11.2.5

Subject: **QUESTION ON NOTICE – SOFT PLASTICS RECYCLING – COUNCILLOR MILLER**

Date: 13 December 2022

QUESTION

Councillor Miller asked the following question:

“Can administration advise what steps, if any, Council are undertaking to reintroduce soft plastics recycling in our community?”

Background

With the announcements that soft plastics recycling has been shut down at supermarkets there is an understandable confusion from residents who are keen to continue recycling their soft plastics and Council, as a leader in waste management, should have a role to play in facilitating this.

ANSWER – Environment Officer

Administration recognises that the continuation of soft plastics recycling opportunities is an important mechanism for the community on fortnightly landfill collections.

Soft plastics recycling bins are still available for community use at the Brighton Civic Centre, where up to 3,960 litres of soft plastics each year are taken to the Suez-Resource Co alternative fuel plant at Wingfield for energy production. Whilst energy recovery is not as environmentally beneficial as recycling, fuel created provides energy to the Adelaide Brighton Cement kiln at Birkenhead, an operation that requires a significant amount of energy for its works (cement works are responsible for 8% of all global greenhouse gas emissions). Council pays a cost for the collection and disposal of the soft plastics in the order of \$3,000 per year.

Council staff will continue to advocate at State and Federal level for reducing soft plastics packaging and for developing markets and uses for the residual soft plastics. It is administrations view that the manufacturer, retailer and consumer share responsibility for end-of-life packaging.

In the short term, Council will continue to accept soft plastics at the Brighton Civic Centre within available budget constraints. Some Foodland stores and all Drake supermarkets are still currently accepting soft plastics.

Options of including soft plastics within the recycled waste collection are currently not viable due to the risk of contamination and the current status of the REDcycle scheme.

Item No: 11.2.6

Subject: **QUESTION ON NOTICE – TRAFFIC MANAGEMENT – OLD SEAWALL SITE – COUNCILLOR MILLER**

Date: 13 December 2022

QUESTION

Councillor Miller asked the following question:

“Can Administration provide Council with any traffic management plans that were attached to the development approval for construction and post construction of the old Seawall apartments site?”

Background

Traffic management has become a major issue for residents adjacent to the Seawall site since its demolition and are concerned there is no plan in place to account for the uptake in heavy vehicles during construction and traffic volumes once the new site is complete.

ANSWER – Manager, Development Services

A Traffic Management Plan did not accompany the Development Application for the redevelopment of the Seawall Apartments site. A Traffic Impact Assessment was, however, prepared in support of the Development Application, which is provided as an attachment to this response.

Refer Attachment 1

Notwithstanding, and although the Development Application was refused planning consent by the State Commission Assessment Panel (SCAP) at the time, in its report to the SCAP, SCAP's Administration recommended that traffic management strategies be incorporated as part of a future Construction Environment Management Plan (CEMP), should planning consent be provided. Given that the Development Application remains unresolved, a plan to manage traffic both during and post-construction is therefore yet to be developed. It is anticipated that should planning consent be provided for an alternative proposal in the future by the SCAP, that a similar approach will be taken by its Administration, where the approval will be conditional on the provision of a Traffic Management Plan for Council's consideration also.

Attachment 1



21-25 South Esplanade - Glenelg

Development Proposal Transport Impact Assessment

Client: Chasecrown

on 12/01/2021

Reference: S188230

Issue #: B

Quality Record

Issue	Date	Description	Prepared By	Checked By	Approved By	Signed
A	11/01/2021	Final	Greg Pollard	Richard Frimpong	Paul Froggatt	PF
B	12/01/2021	Final	Greg Pollard	Richard Frimpong	Paul Froggatt	

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1. INTRODUCTION

1.1. Background

A development application is to be submitted for a proposed residential development on land located at 21-25 South Esplanade Glenelg. The proposed development incorporates a 13 level building comprising of 93 apartments, 3 levels of underground and ground level car parking (212 spaces) and a Porte Cochere with access to Oldham Street.

GTA Consultants was commissioned by the Chasecrown in March 2020 to undertake a transport impact assessment of the proposed development.

1.2. Purpose of this Report

This report sets out an assessment of the anticipated transport implications of the proposed development, including consideration of the following:

1. Existing traffic and parking conditions surrounding the site
2. Parking demand likely to be generated by the proposed development
3. Suitability of the proposed parking in terms of supply (quantum) and layout
4. Traffic generation characteristics of the proposed development
5. Proposed access arrangements for the site
6. Public transport, pedestrian and cycling access around the site
7. Transport impact of the development proposal on the surrounding road network.

1.3. References

In preparing this report, reference has been made to the following:

- Holdfast Bay Council Development Plan – Consolidated on 26 November 2020
- Australian Standard/ New Zealand Standard, Parking Facilities, Part 1: Off-Street Car Parking AS/NZS 2890.1:2004
- Australian Standard, Parking Facilities, Part 2: Off-Street Commercial Vehicle Facilities AS 2890.2:2002
- Australian Standard / New Zealand Standard, Parking Facilities, Part 6: Off-Street Parking for People with Disabilities AS/NZS 2890.6:2009
- Plans for the proposed development prepared by Chasecrown dated 21 December 2020
- Various technical data as referenced in this report
- Other documents as nominated.

2. EXISTING CONDITIONS

2.1. Subject Site

The subject site is located at 21-25 South Esplanade in Glenelg. The site of approximately 3,500 square metres has frontages of 80 metres to South Esplanade, 34 metres to Pier Street and 44 metres to Oldham Street.

The site is located within a *Residential High-Density* zone and is currently occupied by Seawall Apartments.

The surrounding properties include a mix of residential land uses and *Coastal Open Space*.

The location of the subject site and the surrounding environs is shown in Figure 2.1

Figure 2.1: Subject Site and its Environs



(PhotoMap courtesy of NearMap Pty Ltd)
(Reproduced with Permission from Melway Publishing Pty Ltd)

2.2. Road Network

2.2.1. Adjoining Roads

Pier Street

Pier Street as shown in Figure 2.2 is a two-way two-lane local road aligned in an east to west direction that is under the care and control of the City of Holdfast Bay (Council). Pier Street is a no through road for vehicles to the west end of the street. There are on road painted bike lanes on both sides of the

road and there is also unrestricted parallel kerbside parking permitted on both sides of the road. The street has trees indented between parking bays and power poles on both sides of the street (street lighting on the south side only). Pier Street has a designated speed limit of 50km/h.

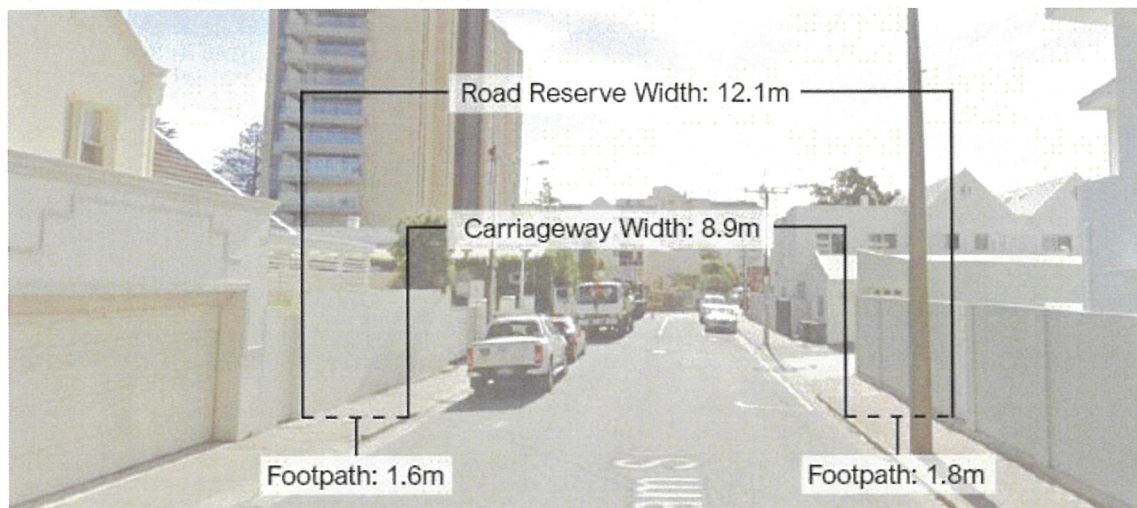
Figure 2.2: Pier Street – Looking East



Oldham Street

Oldham Street as shown in Figure 2.3 is a two-way two-lane local road aligned in a north to south direction that is under the care and control of the City of Holdfast Bay (Council). There is unrestricted parallel kerbside parking permitted on both sides of the road. The street has no trees within the road reserve and power poles on both sides of the street however they are primarily on the east side of the street. Oldham Street has a designated speed limit of 50km/h.

Figure 2.3: Oldham Street - Looking North



2.2.2. Surrounding Intersections

The following intersections currently exist in the vicinity of the site:

- Pier Street / Oldham Street (unsignalised T-junction)
- Oldham Street / Saltram Road (unsignalised T-junction)
- Pier Street / Moseley Street (roundabout four-way junction)

2.2.3. Crash Statistics 2015-2019 (five-year period)

A review of the previous crash data between 2015-2019 (five-year period) found no crashes occurring within the immediate surrounding road network of the subject site.

2.3. Surrounding Transport Network

The subject site is approximately 600 metres south to the nearest activity centre (Glenelg) as shown in Figure 2.4.

Figure 2.4: Surrounding Transport Network



2.3.1. Public Transport

Existing public transport routes within the vicinity of the site include bus services on Pier Street and Moseley Street approximately 250 metres east of the subject site. There are also buses and the Glenelg tram line along Jetty Road approximately 600 metres north of the subject site. The location of the bus stops and tram line are shown previously in Figure 2.4.

2.3.2. Cycle Infrastructure

There is a shared path along South Esplanade on the western boundary line of the site that stretches along the coastline and forms part of the wider Coast Park linear trail. The subject site is also within close access to the Mike Turtur Bikeway that runs parallel to the tram line. There are also on road bicycle lanes along nearby roads that are shown previously in Figure 2.4.

2.3.3. Pedestrian Infrastructure

As previously identified, there is a shared path along the western boundary line of the subject site on South Esplanade. Further west is an additional pedestrian only path that runs along the coastline with both paths having seating and lighting throughout. The northern boundary of the subject site has a pedestrian path approximately 4.5-metre-wide connecting South Esplanade to Oldham Street. Pier Street and Oldham Street both have footpath on both sides of the roads. An overview of the existing footpath and shared path provisions are shown in Figure 2.5.

Figure 2.5: Pedestrian and Cycling Paths



3. DEVELOPMENT PROPOSAL

3.1. Land Uses

The proposal includes the construction of a 13-level apartment building with residential land uses, as summarised in Table 3.1.

Table 3.1: Development land use

Use	Quantity
Residential (1 bedroom)	1
Residential (2 bedroom)	45
Residential (3 bedroom)	46
Residential (4 bedroom)	1
Total	93

3.2. Car Parking

There will be a total of 212 car parking spaces spread across three basement levels and on ground level. The ground level will have a total of 15 spaces that will comprise of visitor parking, one (1) disability space and two (2) Electric Vehicle charging point. The basement levels will comprise 197 car parking spaces primarily for resident use. Based on the provision within the basement, some parking will be available for visitor parking. The number of spaces for each parking level is summarised in Table 3.2.

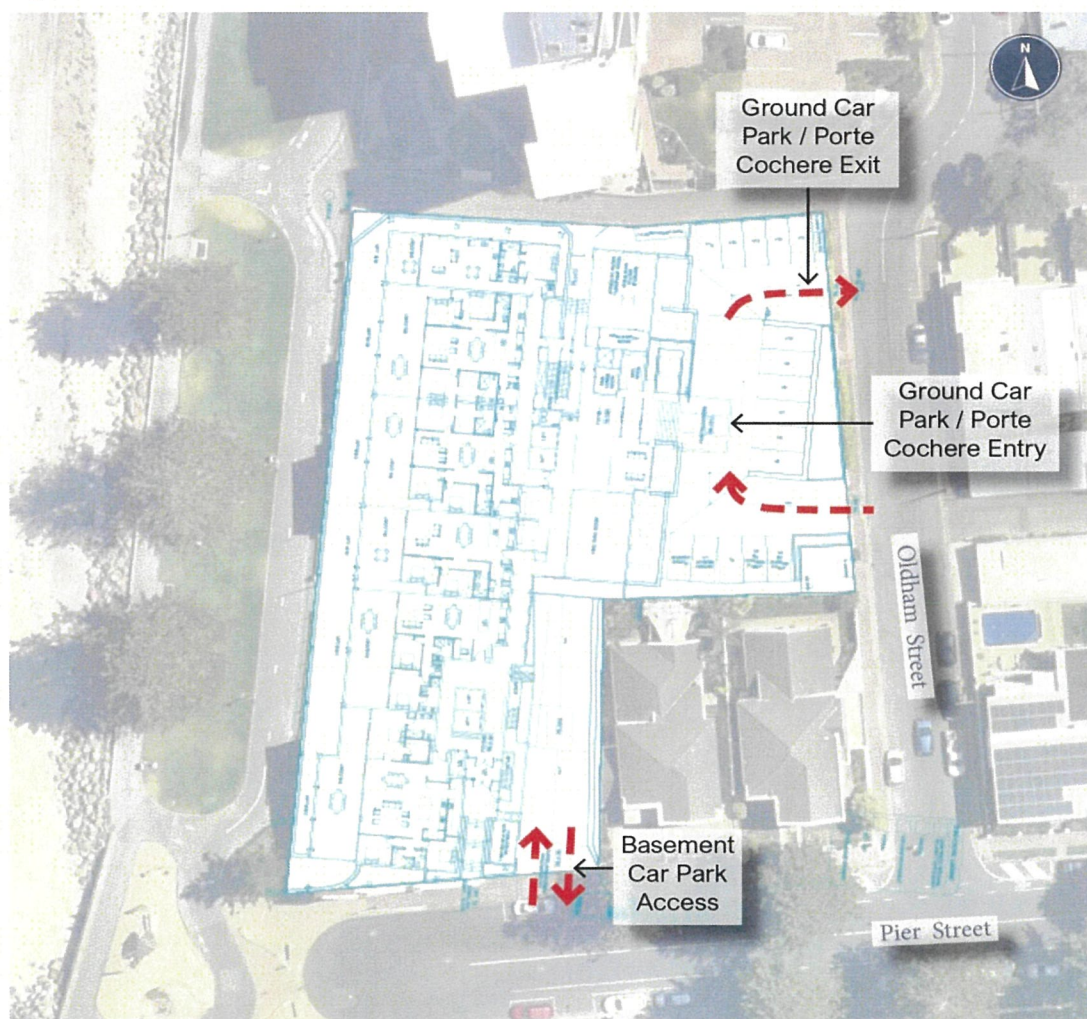
Table 3.2: Proposed Car Parking Spaces

Level	Number of Spaces
Ground Level	15
Basement 01	60
Basement 02	68
Basement 03	69
Total Spaces	212

3.3. Vehicle Access

Vehicle access for basement level 01, 02 and 03 will be via Pier Street with a dual lane two-way ramp. The visitor car park on the ground level will access via Oldham Road using the Porte Cochere entry / exit. Both access points are shown in Figure 3.1.

Figure 3.1: Ground Level Access



3.4. Bicycle Facilities

There will be 10 visitor bicycle parks on the ground level on the northern side of the proposed development adjacent the visitor car parking.

3.5. Pedestrian Facilities

Pedestrians accessing the proposed site will enter / exit via the Porte Cochere entrance to Oldham Street, an eastern entrance with stairs accessing Pier Street, or a northern entrance with stairs accessing the adjacent pedestrian walkway. There will be no access from the site fronting South Esplanade.

3.6. Refuse Collection

Waste collection will be wheeled out to an on-street loading bay for collection immediately west of the proposed drive-way crossover on Pier Street.

4. CAR PARKING

4.1. Development Plan Car Parking Requirement

The proposed development is located within a high density residential zone. Accordingly, the car parking requirements for high density residential developments are set out in *Table HoB/1B (Page 255)* of the Holdfast Bay Council Development Plan (Consolidated 26th November 2020). An assessment of the Development Plan car parking requirements is set out in Table 4.1.

Table 4.1: Development Plan Car Parking Assessment

Use	Quantity	Development Plan Residential Rate	Development Plan Parking Requirement	Development Plan Visitor Rate	Development Plan Visitor Requirement
Residential (1 or 2 bedroom)	46	1 space per dwelling	46	0.25 spaces per dwelling	12
Residential (3 or 4 bedroom)	47	1.25 spaces per dwelling	59	0.25 spaces per dwelling	12
Total	93		105		24
Total Required Parking Spaces					129

Based on the above, the development plan parking requirement would be 129 spaces, of which 105 would be for residents and 24 spaces for visitors.

Adequacy of Parking Supply

Based on an on-site provision of 212 car parking spaces, there is more than sufficient parking to meet the development plan requirements. While 15 car parking spaces will be allocated for visitors on the ground floor, the remaining balance of 9 spaces will be provided within the basement car park.

4.2. Car Parking Layout

The parking layout has been designed in accordance with Australian Standard for Off Street Car parking (AS2890.1:2004) and the Australian Standard for Parking for People with Disabilities (AS2890.6:2009).

The following is noted regarding the layout:

- 90 degree angled parking spaces that are between 2.4 and 2.5m wide by 5.4 metres long set within a 5.8 metre aisle, which meets the minimum requirements as per the standard.
- Car parking spaces adjacent physical structures such as walls have been provided with a minimum 300 mm clearance.
- Columns have been positioned outside the vehicle design envelope.
- A blind aisle has been provided at the end of Basement 03, which exceeds the minimum 1.0 metre requirement.

- 2.0 m x 2.5 m pedestrian sight distance splays have been provided at the entrance of the basement car park on Pier Street.
- The layout is suitable to provide ramp grades to achieve the minimum 2.2 metre headroom clearance.
- One (1) disabled car parking space has been provided on the ground level with an accompanied shared space.
- The circulation swept paths within the car park have been checked for a B85/B99 and are satisfactory as per the standard.

5. ACCESS ARRANGEMENTS

Three access points have been proposed as part of development:

- A two-way access point on Pier Street to service the basement car park
- An entry only (southern) access point on Oldham Street
- An exit only (northern) access point on Oldham Street

5.1. Pier Street Access Point

The proposed access point on Pier Street will operate as a two-way access for light vehicles accessing the basement car park levels.

5.2. Oldham Street Accesses

The southern access point on Oldham Street will facilitate entry movements only. The largest vehicles using this access point will be 8.8 metre mini-buses.

The northern access point on Oldham Street will enable exit movements only. Similar to the Oldham Street southern access point, vehicles up to 8 metre mini-buses will use the access point.

Figure 5.1 shows both the entry and exit movement for an 8 metre mini-bus, while Figure 5.2 shows a light vehicle passing the mini-bus within the Porte Cochere.

Figure 5.1: Mini-Bus Entry and Exit

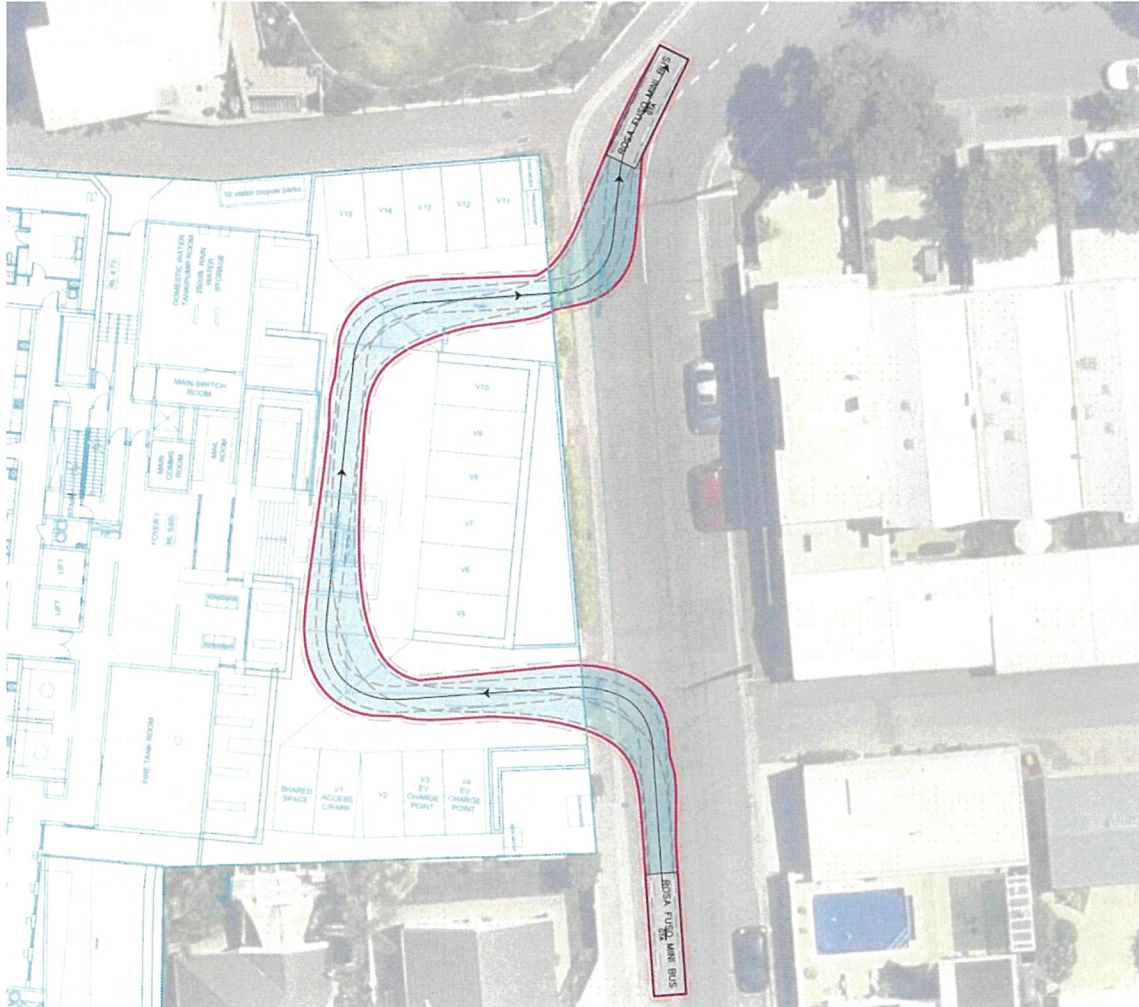
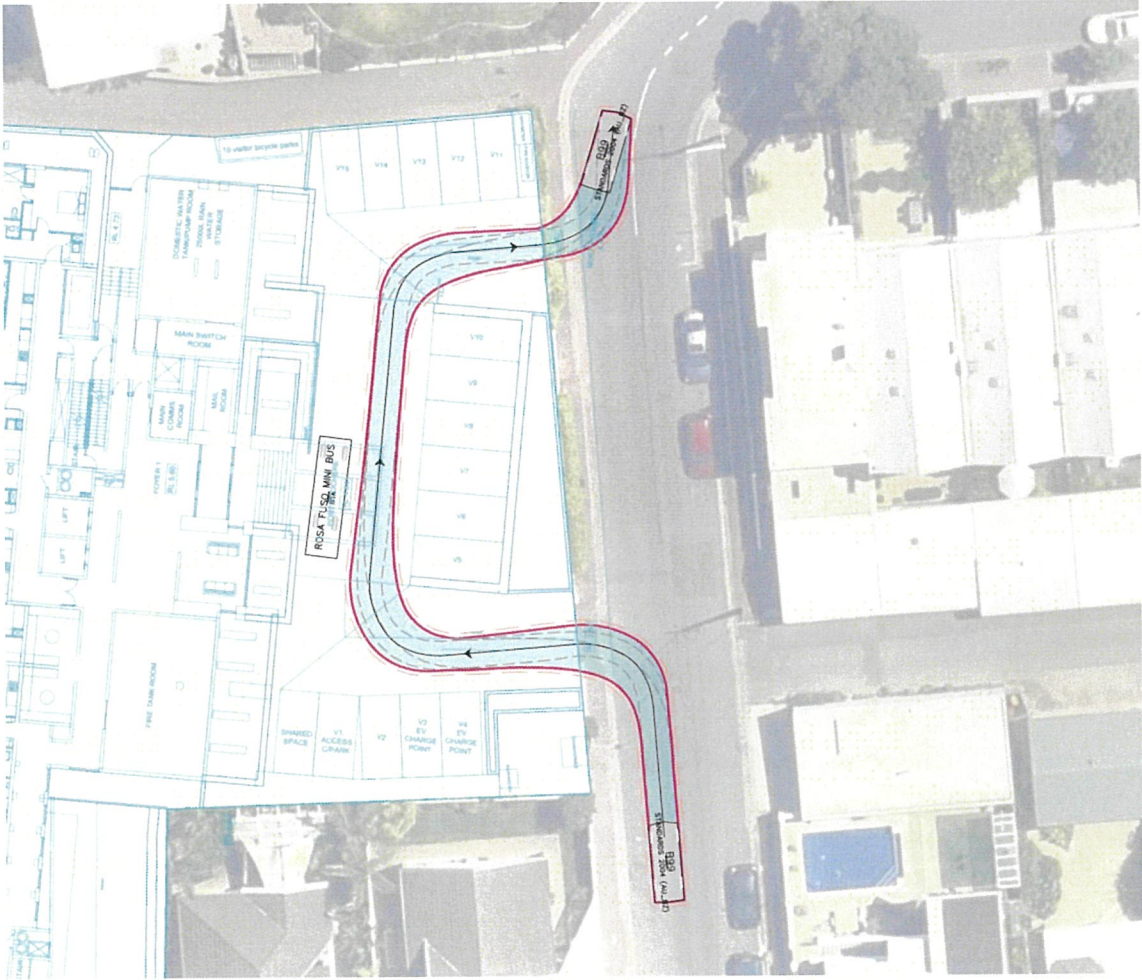


Figure 5.2: B99 Porte Cochere Access



6. SUSTAINABLE TRANSPORT INFRASTRUCTURE

6.1. Bicycle End of Trip Facilities

The proposed development is located in the Urban Glenelg Policy Area 15, however bicycle parking rates have not been set out for this policy area.

Notwithstanding, Development Plan requirements for the provision of bicycle parking have been set out in 'Brighton and Howe Policy Area 16' in the Holdfast Bay Council Development Plan (consolidated 26 November 2020). These rates outlined were considered equivalent given the nature and scale of the development. The requirements are set out in Table 6.1.

Table 6.1: Development Plan Requirements for Bicycle Parking

Use	Quantity	Resident Bicycle Parking Spaces	Development Plan Parking Requirement	Visitor Bicycle Parking Spaces	Development Plan Visitor Requirement
Residential component of mixed-use building	93	1 for every 4 dwellings	24	1 for every 10 dwellings	10
Total			24		10
Total Required Bicycle Spaces					34

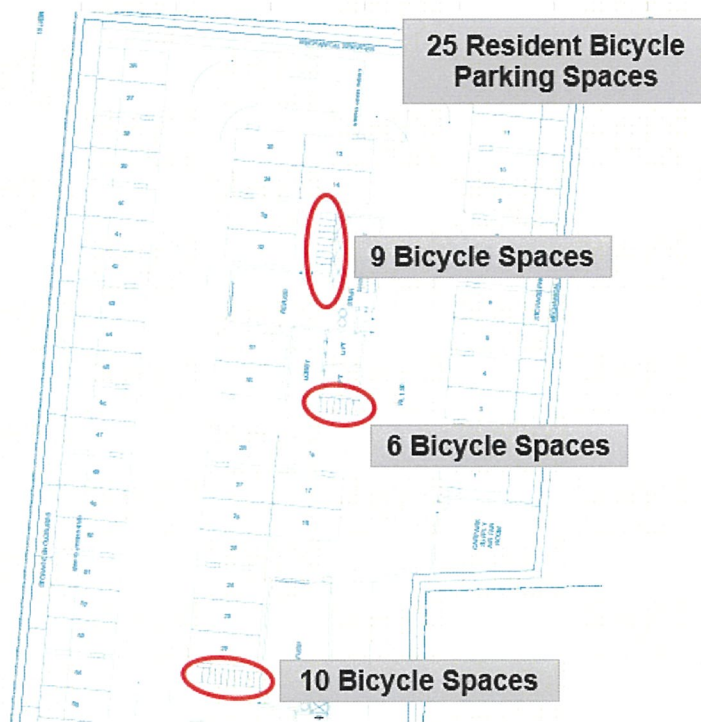
Based on the Development Plan, 34 bicycle parking spaces are required comprising 24 spaces for residents and 10 spaces for visitors.

6.2. Adequacy of Bicycle Parking

6.2.1. Residential Bicycle Parking

Dedicated bicycle parking will be provided within the Basement Level 01 layout, with 25 wall mounted spaces. These will be provided close to the lifts and stair wells and are shown in Figure 6.1.

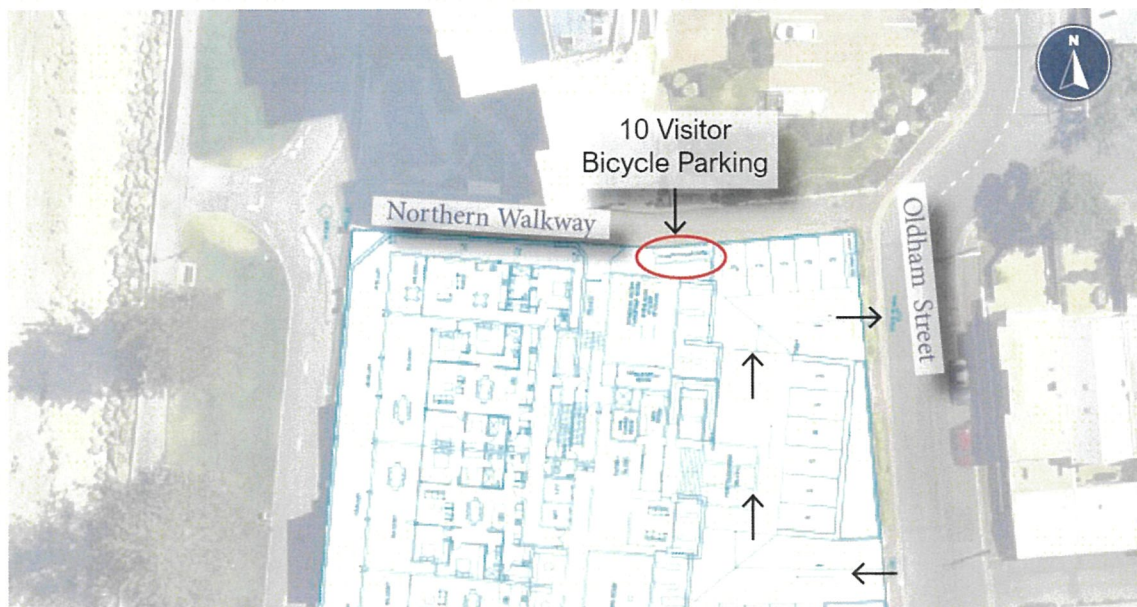
Figure 6.1: Proposed Resident Bicycle Rack Location



6.2.2. Visitor Bicycle Parking

10 visitor bicycle spaces are to be provided on the northern edge of the proposed building parallel to the northern walkway as shown in Figure 6.2.

Figure 6.2: Proposed Visitor Bicycle Rack Location



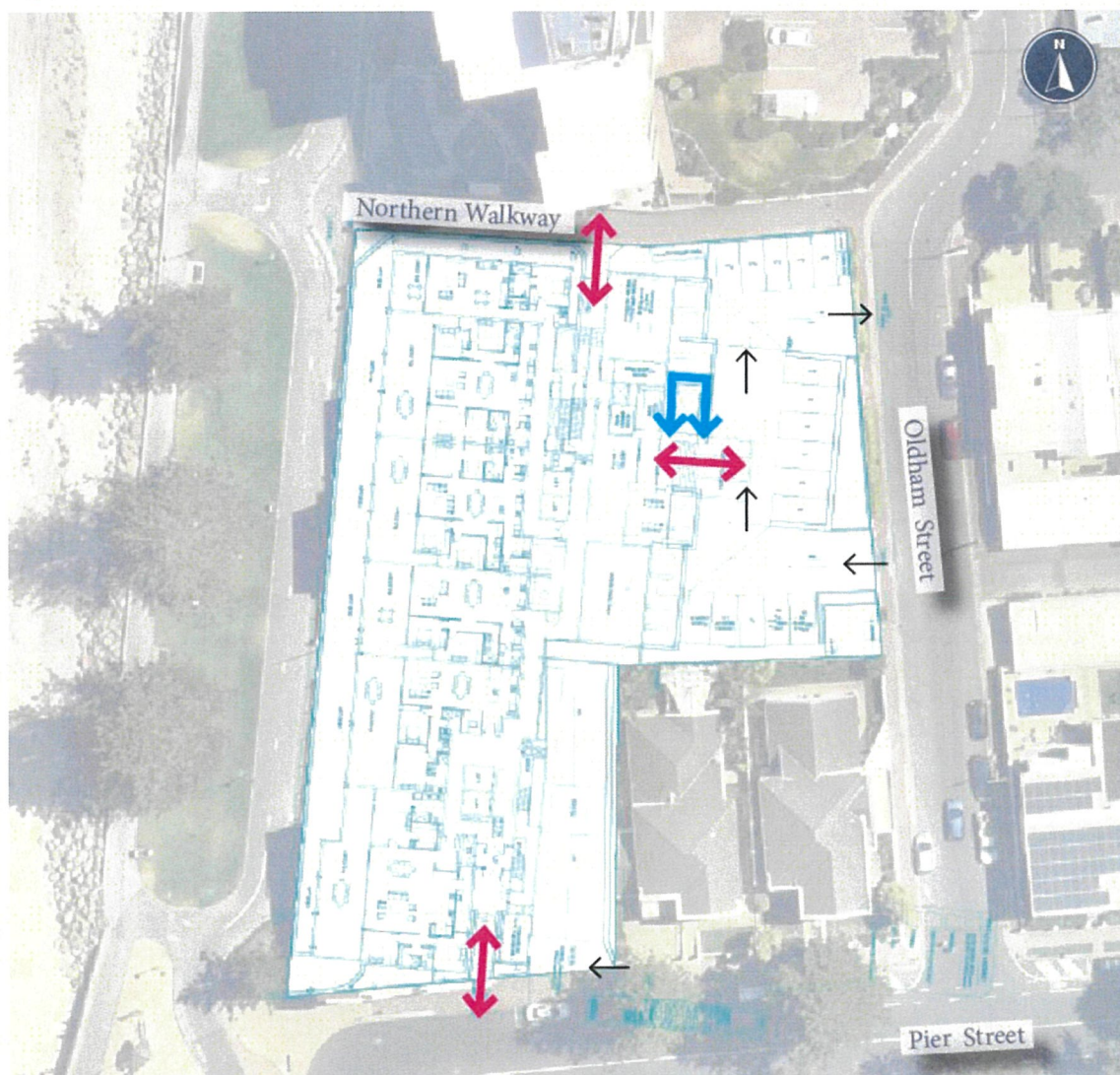
6.3. Pedestrian Facilities

The proposed development will retain the northern walkway, maintaining the pedestrian connectivity to South Esplanade. As there will be no pedestrian access directly from South Esplanade to the development, access points for pedestrians will be at three locations.

- The main eastern entrance connecting to Oldham Road via the Porte Cochere stairs (there will also be a DDA complaint ramp at this location). Pedestrians will share the driveway to connect from the street to the building.
- The second access point will be stairs on the southern end of the building connecting to Pier Street.
- The third access point will be stair connecting to the northern walkway.

An overview of the access point (in pink) along with the disability ramp (in blue) has been presented in Figure 6.3.

Figure 6.3: Pedestrian Access Points



6.4. Public Transport

The site will continue to remain within easy access to public transport.

7. REFUSE COLLECTION

7.1. Refuse Collection Arrangements

Refuse collection will be carried out on-street along Pier Street. A 10 metre long dedicated loading zone will be provided to the west of the proposed driveway crossover on Pier Street. It is understood waste collection bins will be stored on-site in a specific waste room and wheeled to the southern frontage on Pier Street as required. Private waste collection vehicles up to 8.8 metre Medium Rigid Vehicles will collect the waste.

Figure 7.1 considers the location of the on-street waste collection bay.

Figure 7.1: On-Street Waste Collection Bay

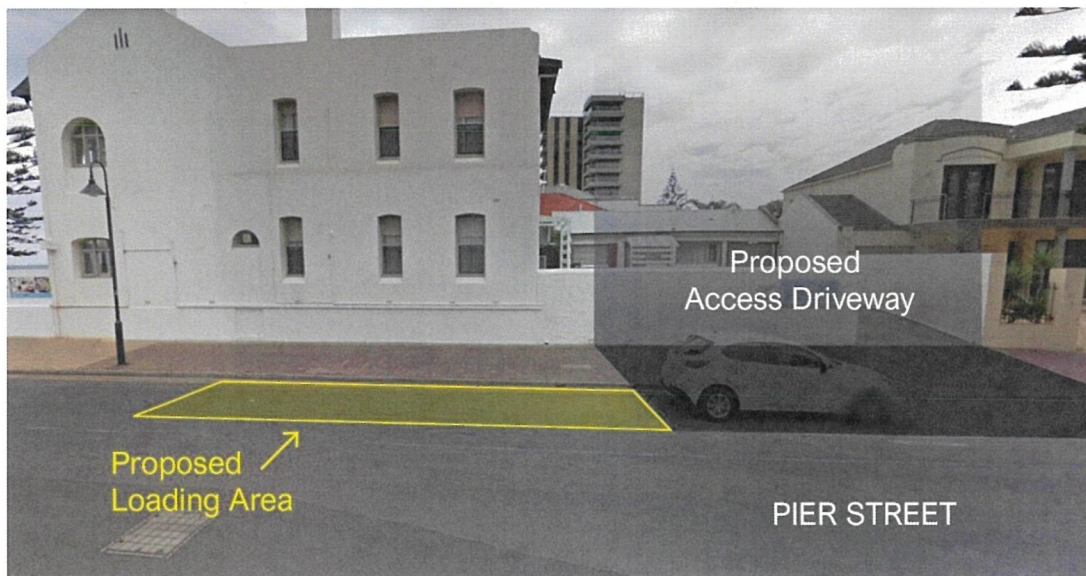


Figure 7.2 has been prepared which shows how a refuse collection vehicle accesses the loading zone. While a 5-point turn needs to be conducted for the entry movement, this is considered acceptable given the low volume nature of Pier Street and the fact that this movement is already taking place for public waste collection. The proposed on-street bay will ensure that a public waste collection vehicle will still be able to continue circulation.

Figure 7.2: Refuse Collection Vehicle Access



8. TRAFFIC IMPACT ASSESSMENT

8.1. Traffic Generation

8.1.1. Design Rates

Traffic generation estimates for the proposed development have been sourced from RMS 'Guide to Traffic Generating Development Updated Traffic Surveys' published as Technical Direction 04a in August in 2013. The rates applicable to the proposed development are provided in Table 8.1:

Table 8.1: Trip Generation Rates

High Density Residential Flat Dwelling	
AM Peak	0.19 vehicle trips per unit
	0.15 vehicle trips per car space
PM Peak	0.15 vehicle trips per unit
	0.12 vehicle trips per car space
Daily	1.52 vehicle trips per unit
	1.34 vehicle trips per car space

To provide a conservative estimate, the traffic generation has been based on the number of parking spaces. Table 8.2 indicates that the site could potentially generate 32 and 26 vehicle movements in an AM and PM peak hour respectively with 284 vehicle movements over the entire day.

Table 8.2: Traffic Generation Estimates

Time Period	Number	Rate	Vehicle Trip
AM Peak Period		0.15	32 Trips
PM Peak Period	212 car parking spaces	0.12	26 Trips
Daily		1.34	284 Trips

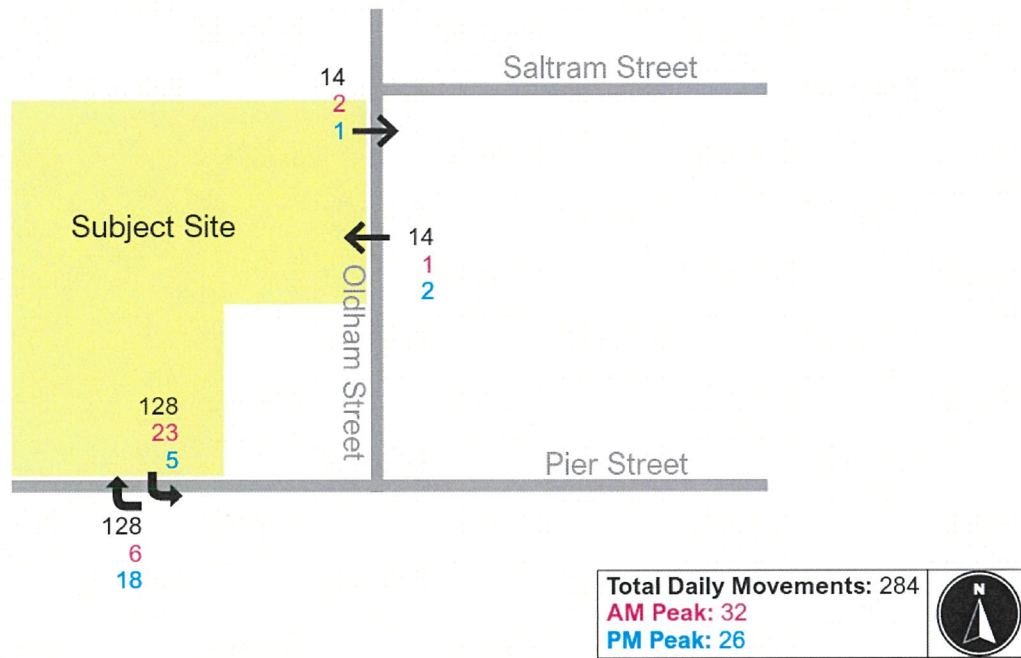
Given the existing use of the subject site being hotel accommodation, the site would generate some existing volumes, albeit low given the scale of the site. Notwithstanding, as a conservative assessment, no trip discount has been applied to the traffic generation.

The directional split of traffic (i.e. the ratio between the inbound and outbound traffic movements) has been assumed as:

- 20:80 in the AM Peak Hour
- 80:20 in the PM Peak Hour
- 50:50 across the entire day

Based on the above, estimates of peak hour and daily traffic generation for the site are shown in Figure 8.1.

Figure 8.1: Traffic Generation



8.2. Traffic Impact

Against existing traffic volumes in the vicinity of the site, the additional traffic generated by the proposed development could not be expected to compromise the safety or function of the surrounding road network.

9. CONCLUSION

Based on the analysis and discussions presented within this report, the following conclusions are made:

1. The proposed development will comprise 93 apartments across 13 levels, with an on-site car parking provision of 212 car parking spaces.
2. The proposed development generates a development plan parking requirement of 129 spaces including 105 spaces for residents and 24 car parking spaces for visitors.
3. The proposed car parking supply of 212 exceeds the requirement. This includes 15 visitor spaces on the ground level. The remaining balance of 9 visitor car parking spaces can be accommodated within the basement.
4. The proposed parking layout is consistent with the dimensional requirements as set out in the Australian/New Zealand Standards for Off Street Car Parking (AS/NZS2890.1:2004 and AS/NZS2890.6:2009).
5. The provision of 35 bicycle parking spaces will meet the development plan requirements. This will include 25 wall mounted bicycle racks within the basement level for residents and 10 bicycle parking spaces for visitors on the ground level.
6. Three access points have been proposed:
 - o The Pier Street access will operate as a two-way access, for light vehicles accessing the basement levels car park.
 - o The southern access point on Oldham Street will operate as an ingress, facilitating vehicles up to an 8 metre long mini-bus.
 - o The northern access point on Oldham Street will operate as an egress, facilitating vehicles up to an 8 metre long mini-bus.
7. Refuse collection will be carried out on-street by trucks up to 8.8 metre long medium rigid vehicles. An on-street loading zone is proposed on Pier Street for bin collection to occur.
8. The site is expected to generate 32 AM peak hour trips, 26 PM peak hour trips and 284 daily trips. These volumes are generally considered low, and will not adversely impact on the surrounding road network.

Item No: 13.1

Subject: **MOTION ON NOTICE – LEAVE OF ABSENCE – COUNCILLOR VENNING**

Date: 13 December 2022

PROPOSED MOTION

Councillor Venning proposed the following motion:

That Councillor Anthony Venning be granted a leave of absence for Council meetings from 18 January 2023 to 25 January 2023.

Item No: 13.2

Subject: **MOTION ON NOTICE – TRAFFIC STUDY AT NORTH BRIGHTON –
COUNCILLOR FLEMING**

Date: 13 December 2022

PROPOSED MOTION

Councillor Fleming proposed the following motion:

That a traffic study be taken in the first 6 months of 2023 on Francis Street, North Brighton from Maple to Brighton Road, and a report be brought back to Council.

BACKGROUND

Since the service station has been built on the corner of Francis Street and Brighton Road, this has increased the amount of traffic traveling down this street and the speeds travelled. Residents have concerns that the nature of the street has changed.

Item No: 13.3

Subject: **MOTION ON NOTICE – LITTLE CHOPIN ROAD DIRECTIONAL SIGNAGE – COUNCILLOR MILLER**

Date: 13 December 2022

PROPOSED MOTION

Councillor Miller proposed the following motion:

That Council install directional signage for Little Chopin Road in adherence with Directional Signs Policy 2.4.

BACKGROUND

A lack of directional signage for the entrance to Little Chopin Road has caused confusion for deliveries and difficulties for emergency services in the Stockland Retirement Community, which has 287 residents.

After a recent incident, the residents undertook a review whereby the village upgraded their own signage and were able to get Google Maps to update their maps. As part of this review it was identified that a council directional sign would further assist in reducing risk around any issues with emergency services. Noting that it is not a public road, approving this would not set a precedent because as per Council Policy 2.4, the installation of these signs are at council's discretion.

Administration Comments

Council staff have been approached previously by Levande (formerly Stockland Retirement Village SRV) regarding installation of signage on Chopin Road, Somerton Park, denoting an entrance to their facility, which they informally call "Little Chopin Road".

This road is not a public road, and exists entirely on private property. Council does not support signage to be installed that gives the indication that the road is for public use. Council staff also spoke at length with SRV regarding service (blue) fingerboards and did indicate that SRV were able to make use of signage within their property boundary at their own discretion in the same way as similar facilities.

Whilst the SRV has Little Chopin Road shown on Google maps, not all emergency services or delivery drivers use this and it is preferred than the street address of 42 Chopin Road, with a unit/residence identifier, which is easily locatable by emergency services using their standard methods is adopted.

Item No: **13.4**

Subject: **MOTION ON NOTICE – POULTRY POLICY – COUNCILLOR MILLER**

Date: 13 December 2022

PROPOSED MOTION

Councillor Miller proposed the following motion:

That Council create a poultry policy for greater clarity into residential ownership of chickens and roosters in Holdfast Bay.

BACKGROUND

The keeping of roosters and chickens is not currently covered by a policy which has caused confusion for residents. Every other metropolitan council has a poultry policy, Holdfast Bay should follow suit.

Item No: 15.1

Subject: **MINUTES – JETTY ROAD MAINSTREET COMMITTEE – 2 NOVEMBER 2022**

Date: 13 December 2022

Written By: General Manager, Community and Business

General Manager: Community and Business, Ms M Lock

SUMMARY

The Minutes of the Jetty Road Mainstreet Committee meeting held on 2 November 2022 are attached and presented for Council's information.

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

RECOMMENDATION

That Council notes the minutes of the Jetty Road Mainstreet Committee of 2 November 2022.

STRATEGIC PLAN

Building an economy and community that is inclusive, diverse, sustainable and resilient.

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

BACKGROUND

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

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

REPORT

Minutes of the meetings of JRMC held on 2 November 2022 are attached for member's information.

Refer Attachment 1

BUDGET

Not applicable

LIFE CYCLE COSTS

Not applicable

Attachment 1



CITY OF HOLDFAST BAY

Minutes of the meeting of the Jetty Road Mainstreet Committee of the City of Holdfast Bay held in the Mayor's Parlour Glenelg Town Hall on Wednesday 2 November 2022 at 6:00pm

PRESENT

Elected Members:

Councillor B Abley
Councillor W Miller

Community Representatives:

Attitudes Boutique, Ms G Martin
Daisy and Hen, Ms G Britton
Glenelg Finance, Mr D Murphy
Ikos Holdings Trust, Mr A Fotopoulos
Beach Burrito, Mr A Warren
Echelon Studio – Architecture and Design, Mr C Morley (virtual connection)

Staff:

Chief Executive Officer, Mr R Bria
General Manager, Community & Business, Ms M Lock
Manager, City Activation, Ms R Forrest
Jetty Road Development Coordinator, Ms A Klingberg
Events Coordinator, Ms F Edwards (virtual connection)

1. OPENING

The Chair, Ms G Martin, declared the meeting open at 6.03pm.

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. APOLOGIES

3.1 Apologies Received: Mr J Rayment, Mr B Meuris, T Beatrice

3.2 Absent:

4. DECLARATION OF INTEREST

Members were reminded to declare any interest before each item.

5. CONFIRMATION OF MINUTES**Motion**

That the minutes of the Jetty Road Mainstreet Committee held on 5 October 2022 to be taken as read and confirmed.

Moved Councilor Miller, Seconded A Warren

Carried

6. QUESTIONS BY MEMBERS

6.1 Without Notice: Nil

6.2 With Notice: Nil

7. MOTIONS ON NOTICE: Nil**8. PRESENTATION:****9. REPORTS/ITEMS OF BUSINESS**

9.1 Monthly Finance Report

(Report No: 440/22)

This report provides an update on the Jetty Road Mainstreet income and expenditure as at 30 September 2022.

Motion

That the Jetty Road Mainstreet Committee note this report.

Moved Councilor Abley, Seconded C Morley

Carried

9.2 Marketing Update

(Report No: 441/22)

This report provides an update on the marketing initiatives undertaken by the Jetty Road Mainstreet Committee aligned to the 2022/23 Marketing Plan and initiatives associated to the delivery of the Jetty Road Glenelg Retail Strategy 2018-2022.

Motion**That the Jetty Road Mainstreet Committee:**

- 1. Notes this report and;**
- 2. Endorse the Jetty Road, Glenelg Social Media Strategy subject to minor alterations**

Moved A Warren, Seconded G Britton

Carried

9.3 Winter Wonderland 2022 Update (Report No: 442/22)

The report provides an overview on the results of the Winter Wonderland ice skating rink in Moseley Square which took place from 1-25 July 2022, during the school holidays. This activation, was jointly funded by Council and the Jetty Road Mainstreet Committee, and attracted nearly 13,000 skaters over a three week period. A winter edition of the popular Sunset Markets was held on the following weekend.

Motion**That the Jetty Road Mainstreet Committee note this report.**

Moved Councilor Abley, Seconded D Murphy

Carried

A Fotopoulos joined the meeting at 6.46pm

C Morley left the meeting at 6.47pm

9.4 Events Season 2021/22 Summary (Report No: 443/22)

Events form a significant part of the City of Holdfast Bay's community and economy and Jetty Road Mainstreet Committee (JRMCC) co-fund a number of key events in Glenelg each year. In 2021/22, despite COVID-19 restrictions being in place for much of the year, a total of 380 events were held across the City of Holdfast bay attracting more than 535,000 visitors and contributing more than \$51 million to the local economy.

Motion**That the Jetty Road Mainstreet Committee note this report.**

Moved Councilor Miller, Seconded A Warren

Carried

9.5 Jetty Road Events Update (Report No: 407/22)

Jetty Road Mainstreet Committee (JRMCM) in partnership with the City of Holdfast Bay are responsible for implementing and managing a variety of major events to support economic stimulus in the precinct in accordance with the annual marketing and business plan. This report provides an overview of upcoming events.

Motion

That the Jetty Road Mainstreet Committee:

- 1. notes this report; and**
- 2. allocates \$4000 to a Christmas activation in Chapel Plaza.**

Moved A Warren, Seconded D Murphy

Carried

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

REPORTS/ITEMS OF BUSINESS:

- It is proposed to move the next JRMCM meeting date from 7 December 2022 to 14 December 2022 due to the newly Elected Body sworn in late November 2022. All agreed.
- A Warren asked a question around Traffic Management Plan for Moseley St. Council Administration provided a response.
- Manager, City Activation presented the Spendmapp data results for the precinct.

11. DATE AND TIME OF NEXT MEETING

The next meeting of the Jetty Road Mainstreet Committee will be held on Wednesday 14 December 2022 at the Glenelg Town Hall.

12. CLOSURE

The meeting closed at 7.39pm

CONFIRMED: Wednesday 14 December 2022

CHAIR PERSON

Item No: 15.2

Subject: **DRAFT MINUTES - ALWYNDOR MANAGEMENT COMMITTEE –
27 OCTOBER 2022**

Date: 13 December 2022

Written By: General Manager, Alwyndor

General Manager: Alwyndor, Ms B Davidson-Park

SUMMARY

The draft minutes of the Alwyndor Management Committee meeting held on 27 October 2022 are provided for information.

RECOMMENDATION

1. That the draft minutes of the Alwyndor Management Committee meeting held on 27 October 2022 be noted.

RETAIN IN CONFIDENCE - Section 91(7) Order

2. That having considered Attachment 2 to Report No: 464/22 Draft Minutes - Alwyndor Management Committee – 27 October 2022 in confidence under section 90(2) and (3) (b) of the *Local Government Act 1999*, the Council, pursuant to section 91(7) of the Act orders that Attachment 2 be retained in confidence for a period of 24 months and that this order be reviewed every 12 months.
-

STRATEGIC PLAN

Enabling the people in our communities to live healthy, engaged and fulfilling lives.

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

BACKGROUND

This report is presented following the Alwyndor Management Committee meetings.

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

REPORT

The draft minutes of the meeting are attached for Members' information.

Refer Attachments 1 and 2

BUDGET

Nil

LIFE CYCLE COSTS

Not applicable

Attachment 1



CITY OF HOLDFAST BAY**Minutes of the meeting of the Alwyndor Management Committee of the City of Holdfast Bay held on Thursday 27 October 2022 at 6.30pm.****Meeting held via Teams****PRESENT****Elected Members**

Councillor Susan Lonie

Independent Members

Mr Kim Cheater- Chair

Ms Jo Cottle

Prof Judy Searle

Prof Lorraine Sheppard

Ms Trudy Sutton

Mr Kevin Whitford

Staff

Chief Executive Officer - Mr Roberto Bria

General Manager - Ms Beth Davidson-Park

Manager, Residential Services - Ms Natasha Stone

Manager, Finance - Mr Damian Capurro

Manager, People and Culture - Ms Lisa Hall

Manager, Quality & Projects – Ms Emma Burke

Executive Assistant - Ms Bronwyn Taylor

1. OPENING

The Chairperson declared the meeting opened at 6.30pm.

2. KAURNA ACKNOWLEDGEMENT

With the opening of the meeting the Chair stated:

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

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

3. APOLOGIES

- 3.1 For Absence
Ms Julie Bonnici
Cr Bob Snewin

4. DECLARATION OF INTEREST

Committee members were reminded to declare any interest before each item.

Noted that Registers of Interests and Conflicts will be included from the December 2022 meeting and that updated information has been sought from AMC.

5. CONFIRMATION OF MINUTES**Motion**

That the Public and Confidential minutes of the Alwyndor Management Committee held on 29 September 2022 be taken as read and confirmed.

Moved by Mr Kevin Whitfield, Seconded by Prof Lorraine Sheppard

Carried

6. REVIEW OF ACTION ITEMS**6.1 Action Items**

Non confidential:

#5 Guest speaker: close action. Is on Workplan with reminder to be mindful of appropriate topics and potential speakers.

6.2 Annual Work Plan

Noted.

7. GENERAL MANAGER REPORT**7.1 General Manager Report (Report No: 28/2022)****7.1.1 Presentation on the Program of Experience in the Palliative Approach (PEPA) Presentation**

Deferred to December meeting to be in person.

7.1.2 COVID19 Update

Current outbreak well contained and Clinpath testing every second day.

General Manager advised our next steps will be to ensure we have an updated Infection Control Plan in place and prepare Policy in response to upcoming changes in requirement for employee, volunteer and contractor vaccinations. ACCPA model will be used and draft approach will come to AMC.

7.1.3 Draft 2023 Workplan

Noted will refine the Workplan following the 2023 strategy workshop session.

7.1.4 AMC Meeting schedule

The Committee agreed not to have a January 2023 meeting.

Action: Finalise the schedule and add dates to calendars.

Motion:

That the Alwyndor Management Committee:

- 1. Notes the update regarding COVID-19 impacts and responses.**
- 2. Approves the Alwyndor Management Committee Workplan for 2023.**
- 3. Approves the Alwyndor Management Committee Meeting Schedule for 2023**

Moved by Ms Jo Cottle, Seconded by Prof Judy Searle

Carried

8. GENERAL MANAGER REPORT – CONFIDENTIAL**8.1 General Manager Report – Confidential (Report No: 29/22)****Exclusion of the Public – Section 90(3)(d) Order**

- 1. That pursuant to Section 90(2) of the *Local Government Act 1999* Alwyndor Management Committee hereby orders that the public be excluded from attendance at this meeting with the exception of the General Manager and Staff in attendance at the meeting in order to consider Reports and Attachments to Report No: 29/2022 in confidence.**
- 2. That in accordance with Section 90(3) of the *Local Government Act 1999* Alwyndor Management Committee is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 26/22 on the following grounds:**
 - d. pursuant to section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda Item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to confer a commercial advantage on a third party of Alwyndor, in addition Alwyndor's financial position is reported as part of Council's regular budget updates.**

In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The benefit to the public at large resulting from withholding the

information outweighs the benefit to it of disclosure of the information.

3. The Alwyndor Management Committee is satisfied, the principle that the meeting be conducted in a place open to the public, has been outweighed by the need to keep the information or discussion confidential.

Moved by Mr Kevin Whitfield, Seconded by Ms Trudy Sutton

Carried

RETAIN IN CONFIDENCE - Section 91(7) Order

1. That having considered Agenda Item 8.1 General Manager's Report (Report No: 26/22) in confidence under section 90(2) and (3)(d) of the *Local Government Act 1999*, the Alwyndor Management Committee, pursuant to section 91(7) of that Act orders that the Attachments and Minutes be retained in confidence for a period of 3 years and that this order be reviewed every 12 months.

Moved by Mr Kevin Whitford, Seconded by Ms Trudy Sutton

Carried

FINANCE REPORT – CONFIDENTIAL

8.2 Finance Report – Confidential (Report No:30/22)

Exclusion of the Public – Section 90(3)(d) Order

1. That pursuant to Section 90(2) of the *Local Government Act 1999* Alwyndor Management Committee hereby orders that the public be excluded from attendance at this meeting with the exception of the General Manager and Staff in attendance at the meeting in order to consider Reports and Attachments to Report No: 30/2022 in confidence.
2. That in accordance with Section 90(3) of the *Local Government Act 1999* Alwyndor Management Committee is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 30/22 on the following grounds:
 - d. pursuant to section 90(3)(d) of the Act, the information to be received, discussed or considered in relation to this Agenda Item is commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to confer a commercial advantage on a third party of Alwyndor, in addition Alwyndor's financial position is reported as part of Council's regular budget updates.

In addition, the disclosure of this information would, on balance, be contrary to the public interest. The public interest in public access to the meeting has been balanced against the public interest in the continued non-disclosure of the information. The

benefit to the public at large resulting from withholding the information outweighs the benefit to it of disclosure of the information.

3. The Alwyndor Management Committee is satisfied, the principle that the meeting be conducted in a place open to the public, has been outweighed by the need to keep the information or discussion confidential.

Moved by Cr Susan Lonie, Seconded by Mr Kevin Whitford

Carried

RETAIN IN CONFIDENCE - Section 91(7) Order

1. That having considered Agenda Item 8.1 Finance Report (Report No: 30/22) in confidence under section 90(2) and (3)(d) of the *Local Government Act 1999*, the Alwyndor Management Committee, pursuant to section 91(7) of that Act orders that the Attachments and Minutes be retained in confidence for a period of 3 years and that this order be reviewed every 12 months.

Moved by Cr Susan Lonie, Seconded by Ms Trudy Sutton

Carried

9. OTHER BUSINESS – Subject to the leave of the meeting

- 9.1 2022-23 Financial Statements require signing
Action: To be coordinated by Executive Assistant.
- 9.2 Query re Residential Accreditation
Accreditation is due for assessment by 17 November 2022, it was noted that we have been advised by the ACQSC that an automatic renewal due to 'exceptional circumstances' ie COVID-19 will be granted by the Department of Health if not completed by the due date.
- 9.3 The Chair sought approval to defer the November meeting and hold a meeting on 15 December 2022, this will include the Elected Member nominees. The Committee agreed.
- 9.4 The Chair, CEO and members acknowledged and thanked Crs Robert Snewin and Susan Lonie for their service on the AMC and wished Cr Lonie the best of luck for the election.

10. DATE AND TIME OF NEXT MEETING

The next meeting of the Alwyndor Management Committee will be held on **Thursday 15 December 2022** in the Boardroom Alwyndor, 52 Dunrobin Road, Hove or via Audio-visual telecommunications (to be advised).

11. CLOSURE

The meeting closed at 8.41pm.

CONFIRMED 15 December 2022

CHAIRPERSON

Item No: 15.3

Subject: **INFORMATION REPORT – SOUTHERN REGION WASTE RESOURCE
AUTHORITY BOARD MEETING – 31 OCTOBER 2022**

Date: 13 December 2022

Written By: Chief Executive Officer

Chief Executive Officer: Mr R Bria

SUMMARY

The information report of the Southern Region Waste Resource Authority (SRWRA) Board meeting held on 31 October 2022 is attached and provided for information.

RECOMMENDATION

That Council notes the Information Report of the Southern Region Waste Resource Authority Board meeting held on 31 October 2022.

STRATEGIC PLAN

A city, economy and community that is resilient and sustainable

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

BACKGROUND

Southern Region Waste Resource Authority (SRWRA) is a regional subsidiary established by the Cities of Onkaparinga, Marion and Holdfast Bay (the "Constituent Councils"), pursuant to Section 43 of the *Local Government Act 1999*. The functions of SRWRA include providing and operating waste management services on behalf of the Constituent Councils.

In accordance with Section 4.5.2 of the SRWRA Charter - 2022, there shall be at least six ordinary meetings of the Board held in each financial year.

Furthermore, Section 4.5.11 states that prior to the conclusion of each meeting of the Board, the Board must identify which agenda items considered by the Board at that meeting will be the subject of an information report to the Constituent Councils.

In accordance with the above, the Information Report from the Board Meeting held on 31 October 2022 is provided for Members' information.

Refer Attachment 1

BUDGET

Not applicable

LIFE CYCLE COSTS

Not applicable

Attachment 1



Constituent Council Information Report

PUBLIC

Board Meeting Date: 31 October 2022

Report By: Chief Executive Officer

Report

In accordance with Section 4.5.11 of the *Southern Region Waste Resource Authority Regional Subsidiary Charter - 2022*, the SRWRA Board identified the following Agenda Items to be the subject of a Public Information Report to the Constituent Councils:

Report Name	Report Summary
Budget Review 1 – FY23	<p>The first budget review for the current financial year was presented, with the forecast based on results to September 2022.</p> <p>During the first quarter SRWRA received higher waste volumes than budgeted increasing forecast revenue, this was offset by corresponding additional expenditure and a provision for loss of revenue from paper recycling due to a shift in global commodity markets; the forecast surplus for FY23 remains at the original budget of \$670k.</p>
General Ledger Policy	<p>As part of SRWRA’s financial internal controls a general ledger policy and procedure has been developed and adopted.</p> <p>This will provide guidance to finance staff in the management and maintenance of the general ledger and is in line with controls outlined in the Better Practice Model – Internal Financial Controls for SA Councils.</p>
SRWRA Audit Committee TOR Review & Name Change	<p>The SRWRA Audit Committee terms of reference underwent an annual review in October. In line with the role of the SRWRA Audit Committee in our risk management process and taking into consideration recommendations from the LG Reform Process and amendments to the LG Act 1999, this committee has been renamed the Audit and Risk Committee.</p>
SA Power Networks Easement	<p>An easement on SRWRA land will be registered with the Land Titles Office, covering an area containing SAPN (SA Power Networks) power infrastructure and equipment on SRWRA land, installed to service the power requirements of the SMRF (Southern Material Recovery Facility).</p>
Groundwater Well Installation & Environmental Monitoring	<p>SRWRA conducted a select tender process, due to the specialised nature of the work, for the installation of three additional groundwater monitoring wells and the ongoing regular monitoring and reporting for all wells on site. This tender was awarded to Bluesphere Environmental for a period of two (2) years with an extension option for an additional two (2) years.</p>
Risk Management System Report	<p>SRWRA adopted an updated Risk Management Framework in September and work in this area continues with assistance from Local Government Risk Services. The SRWRA Board will workshop risk appetite as part of a scheduled strategic planning day in early 2023 and produce a risk appetite statement for the organisation.</p>
Risk Management Report	<p>SRWRA provides regular risk management reporting to the Audit Committee and Board. The October 2022 report included;</p> <ul style="list-style-type: none">• a summary of incidents and hazards for a six-month period

- the engagement of a consultant to review and revalue landfill closure and post closure liabilities
- a change in weighbridge software to the Mandalay program, which went live on 24 October 2022, this change will provide improved customer service and reporting
- commencement of a review of backup power systems on site to ensure business continuity in the event of a power outage
- staff changes in the SRWRA office with the retirement of our Office Manager and two new staff commencing in the roles of Corporate Services Manager and Business Support Officer; we have also identified a need for additional resourcing in our landfill team due to increased activity.

Chief Executive Officer's Report

The CEO summarised key activities during September / October;

- The SMRF Glass Plant is operational, with glass sand being produced and used locally in asphalt products.
- The balance of Commonwealth government grant funding for construction of the SMRF (\$535k) is expected once SMRF plant construction payments are finalised.
- The Southern Recycling Centre (SRC) public general waste drop off area will reopen in December following repairs.
- The SRC is currently investigating the opportunity to accept kerbside FOGO (Food Organics Green Organics) for processing and is monitoring current general waste volumes to determine any change in resident waste diversion behaviour with the introduction of additional FOGO collection in our constituent council areas.
- SRWRA continues to engage with the Department of Infrastructure and Transport (DIT) and state government over the plans for the Bakewell Drive / Main South Road intersection as part of current upgrade work. DIT has indicated this intersection will not include any traffic control devices and once works are complete, there will be no right turn from Bakewell Drive onto Main South Road; SRWRA has expressed significant concerns to all parties regarding this change, as it does have both safety and traffic management implications for the Authority and our customers, SRWRA will continue to engage on this issue.
- SRWRA offers regular Board member development opportunities, and these include attendance at the 2022 WARR SA Conference and 2022 Buy Recycled Expo SA, both to be held in early November; this is an opportunity for Board members to engage with other members of the waste industry and increase their knowledge of all things waste.

SRWRA Board Chair Re-Appointment

In line with the SRWRA Charter a panel of constituent council CEOs was convened to make a determination on the re-appointment of the SRWRA Board Chair, Mark Booth, for a further term of three years.

Mark Booth was re-appointed for the term September 2023 to September 2026, with the panel recommending the SRWRA Board consider a succession plan for the Chairperson role and incorporate a revised Board Chair appointment/re-appointment process and maximum tenure into the SRWRA Charter review in 2023.

Meeting Close & Next Meeting Date

The next scheduled meeting of the SRWRA Board on 5 December 2022, has been deferred due to the LG election process.

The Board Chair thanked all members for their contributions and work throughout the year, especially those members whose Board terms are ending.

Item No: 16.1

Subject: **ITEMS IN BRIEF**

Date: 13 December 2022

Written By: Executive Support Officer

Chief Executive Officer: Mr R Bria

SUMMARY

These items are presented for the information of Members.

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

RECOMMENDATION

That the following items be noted and items of interest discussed:

1. **Commendation of Bravery to Nathaniel Drummond – Seacliff Surf Lifesaving Club**
 2. **Local Government Finance Authority Board of Trustees**
 3. **Request for Extension – Submission of Stage 2 General Proposal**
 4. **Friends of Osprey Group**
 5. **The Bay Discovery Centre October School Holidays Update**
 6. **Youth Summary**
 7. **2022 Council Election Results**
 8. **FOGO Update**
-

REPORT

1. **Commendation of Bravery to Nathaniel Drummond – Seacliff Surf Lifesaving Club**

Council sent a letter to Ms. Jacinta Day, President of the Seacliff Surf Lifesaving Club expressing commendation of bravery to Nathaniel Drummond and his fellow Club members who helped him to safety after he was knocked off his surf ski by a shark.

Refer Attachment 1

2. **Local Government Finance Authority Board of Trustees**

Council received correspondence from the Local Government Association of South Australia providing an update on Council's nomination to the Local Government Finance Authority Board of Trustees.

Refer Attachment 2

3. Request for Extension – Submission of Stage 2 General Proposal

Council received a copy of the correspondence from the South Australian Local Government Boundaries Commission regarding timelines for the submission of Stage 2 General Boundary Change Proposals for the City of Marion.

Refer Attachment 3

4. Friends of Osprey Group

Council sent a letter of thanks to the Hon David Speirs MP, Chair, Friends of Osprey, for the invitation to join the new Friends of Osprey Group as a corporate member. Elected Members have an opportunity to become individual members.

Refer Attachment 4

5. The Bay Discovery Centre October school holidays update

The October Holidays were a great success for the Bay Discovery Centre (BDC) with a total of 4,273 people visiting the Centre between 1 October and 17 October. The museum received 2,823 visitors while the Visitor Information Centre received 1,300 enquiries.

The *Rotary Youth Photographic Prize* exhibition also ran during this time, welcoming 1,727 visitors and a further 55 for the exhibitions awards ceremony. Over 65 children participated in the photographic exhibition, submitting 118 photographs celebrating 'nature' from across SA. As part of this exhibition, the BDC in collaboration with the Jetty Road Mainstreet Committee ran children's programs with Radicool Reptiles, with the sold-out sessions bringing a further 135 visitors to the Centre.

The recent exhibition at the Bay Discovery Centre is the National Portrait Gallery's, *Living Memory*. This exhibition ran from Saturday 29 October to 11 December 2022.

6. Youth Summary

There has been a number of successful key projects over the last six months in the youth portfolio:

Play at the Bay (School holiday program): In ensuring a successful cross council collaboration, the program was rebranded with a coordinated approach of the promotion. Most recently, the October program offered 11 activities, which engaged 329 participants. Plans are currently underway for a full and varied Summer school holiday program.

HoldUp Youth Committee Environmental Project: – The HoldUp Youth Committee initiated a small scale environmental project aiming to address matters of sustainability and environmental issues. In collaboration with the Environment team and local businesses, the Youth Committee designed and planted two verges with native species promoting biodiversity.

Seniors for Seniors Project: In a first for Holdfast Bay, more than 30 'senior' members of the community have shared their life experiences, wisdom and tips for

success with high school 'seniors', via a video titled *Seniors for Seniors*. This intergenerational project was shared across Council's website and social media channels, featuring Holdfast Bay seniors from all walks of life, including residents from Alwyndor.

Youth Achievement Grants: \$3,125 has been administered across 22 Youth Achievement Sponsorship grants this financial year. This was further promoted to the community through a feature piece profiling a young person representing the state in Football in the most recent issue of 'Our Place'.

Sharehouse Information Session: During October, Administration hosted a collaboration with Carclew House in facilitating an information session targeting young artists, promoting their residency program whilst connecting with local business, Summertown Studio.

Local school meetings: Local primary and high schools were offered the opportunity to meet with the Youth Coordinator to identify and explore opportunities for collaboration and plans to respond to youth needs. A number of schools embraced this opportunity and plans are underway with them for particular school-based projects including peer mentoring and community volunteering.

Youth Action Plan Review: Currently working with Strategy and Governance to review existing Youth Action Plan 2018-2023.

7. 2022 Council Election Results

Council received correspondence from the Electoral Commission of South Australia declaring the results of the 2022 Council election.

Refer Attachment 5

8. FOGO Update

All households within the City of Holdfast Bay have now moved to the default weekly green FOGO and fortnightly landfill bin collections with the option of opting out to the old weekly landfill and fortnightly green FOGO bin service. Larger landfill or recycling bin services are also available to households with more than five people and/or children in nappies and/or a household member with medical waste.

The Council wide landfill diversion rate for October 2022 was 68%, up 10 percentage points from October 2021 (of the total waste collected from the City of Holdfast Bay community, more than 2/3 is diverted away from landfill). Administration expect that the Council wide diversion rate should exceed 70% before Christmas. Diversion rate per collection day currently varies between 61.9% (Thursday collection zone) – 71.4% (Tuesday collection zone). The lower diversion rates in some collection zones is due to a higher proportion of larger unit complexes and businesses who remain on the old service. Administration are working with Solo Resource Recovery and Strata corporations to identify larger unit complexes that may achieve higher landfill diversion rates through the introduction of onsite recycling and landfill bulk bins teamed with more green FOGO bins.

As of December 1, 20.2% of households have opted back to the old service. This is well within the 20-30% estimate that was used for the waste contract and landfill diversion projections. 502 households have been provided with a larger 240L landfill or 360L recycling bin. Over 50 households who have opted out of weekly FOGO have since requested to opt back in. Administration will contact all households who have opted out of weekly FOGO in early 2023 to invite them back into the program.

A grace period was provided to households whereby all landfill bins presented on recycling week were collected. The grace period gave the community time to adjust to the new waste collection cycle. The grace period ended in early October and now only households landfill bins which display the "old service" sticker are being collected on FOGO/recycling weeks.

The City of Holdfast Bay is the leader in SA for weekly FOGO and the weekly FOGO and fortnightly landfill model has been recognised by Green Industries SA as setting the standard for best practice in kerbside waste management.

Attachment 1



3 November 2022

Ms Jacinta Day
President
Seacliff Surf Lifesaving Club
248 Esplanade
Seacliff SA 5049

Via email: president@seacliffslsc.com.au


Dear Jacinta

On behalf of the City of Holdfast Bay and Elected Members, I would like to take this opportunity to express sincere commendation of bravery to Nathaniel Drummond of the Seacliff Surf Lifesaving Club and fellow Club members who helped him to safety after he was knocked off his surf ski by a shark.

The untiring effort and willingness by Nathaniel and members of the Seacliff Surf Lifesaving Club to go above and beyond their duties in an unknown dangerous environment that could have been detrimental to all involved, is a huge testament to all involved.

Thank you for the continued contribution of the Seacliff Surf Lifesaving Club, your value to the community is highlighted in these events. Our beaches are in safe heads.

Yours sincerely



Amanda Wilson
Mayor



Attachment 2



In reply please quote our reference: ECM 783949 TN/AL

31 October 2022

Mr Roberto Bria
Chief Executive Officer
City of Holdfast Bay
24 Jetty Road
Brighton SA 5048

Emailed: rbria@holdfast.sa.gov.au

Dear Mr Bria

Local Government Finance Authority Board of Trustees

Thank you for your council's nomination of Cr John Smedley for the Local Government Finance Authority (LGFA) Board of Trustees.

At its meeting on 21 October 2022 the LGA Board of Directors resolved to submit the following two nominees for the LGFA Annual General Meeting (AGM) to consider for endorsement:

- Mr Terry Buss (CEO, City of West Torrens)
- Mr Andrew Wroniak (Executive Director Corporate Services, Local Government Association)

At the LGFA AGM held on 28 October 2022 it was resolved to appoint Mr Buss and Mr Wroniak for two-year period commencing 1 January 2023. Please advise Cr Smedley of the outcome.

If you have any queries in relation to this matter, please contact me on 8224 2037 or email tami.norman@lga.sa.gov.au

Yours sincerely



Tami Norman

Program Leader Governance

Telephone: (08) 8224 2037

Email: tami.norman@lga.sa.gov.au

Attachment 3



26 October 2022

Tony Harrison
Chief Executive Officer
City of Marion
PO Box 21
Oaklands Park SA 5046

Re: Request for extension – Submission of Stage 2 General Proposal

Dear Mr Harrison,

Thank you for your correspondence of 6 October 2022 in response to the SA Local Government Boundaries Commission's (the Commission) 3 August 2022 letter regarding timelines for the submission of Stage 2 General Boundary Change Proposals.

At its 19 October 2022 meeting, the Commission discussed the City of Marion's (the Council) correspondence and its requests for a 6-month extension for the referral of its Stage 2 General Proposal for the proposed boundary change between the Council and the City of Holdfast Bay in the area of Seacliff.

The Commission resolved;

That the Commission approve an extension for the City of Marion boundary change proposal until 31 August 2023 and the City of Marion be advised that further extension beyond 31 August 2023 will require future consideration by the Commission.

Please note that a copy of this letter has been provided to the Mayor Wilson, City of Holdfast Bay.

Should you have any questions regarding the timeframe applied by the Commission to the Council, please contact the Commission by telephone on (08) 7109 7146 or via email at boundaries.commission@sa.gov.au.

Yours sincerely



Rob Donaldson
CHAIR
SOUTH AUSTRALIAN LOCAL GOVERNMENT BOUNDARIES COMMISSION

Attachment 4





holdfast.sa.gov.au

Brighton Civic Centre 24 Jetty Road, Brighton SA 5048

PO Box 19 Brighton SA 5048


P 08 8229 9999 F 08 8298 4561

Glenelg Customer Service Centre and Library

2 Colley Terrace, Glenelg SA 5045

24 October 2022

Hon David Speirs MP
Chair, Friends of Osprey
PO Box 1938
PORT LINCOLN SA 5606


Dear Mr Speirs

Thank you very much for your letter informing us of the new Friends of Osprey group and inviting the City of Holdfast Bay to be a corporate member.

As a coastal council with strong environmental values, we are very supportive of this initiative and would be delighted to collaborate as a stakeholder in any recovery actions that can support the recovery of ospreys in Adelaide/our area.

We will advise our Elected Members about the opportunity to become individual members.

We wish the group the best of luck in its osprey recovery efforts and look forward to being contacted if there is any way we can help within our local area.

Once again, many thanks for the notification.

Yours sincerely


Roberto Bria
CHIEF EXECUTIVE OFFICER



Attachment 5



17/11/2022

Level 6, 60 Light Square
Adelaide SA 5000GPO Box 646
Adelaide SA 5001

T +61 8 7424 7400

W ecsa.sa.gov.au

ABN 99 891 752 468

Mr Roberto Bria
Chief Executive Officer
PO Box 19
BRIGHTON 5048

rbria@holdfast.sa.gov.au

Dear Mr Bria

Re: 2022 Council Election Results

In accordance with section 50 of the *Local Government (Elections) Act 1999* (the Act), I enclose the results for the November 2022 council elections.

The council elections were conducted by post and telephone assisted voting for blind and low vision electors, and electors who are interstate or overseas. Voting material comprising of ballot papers, candidate profiles, a postal voting guide, a ballot paper envelope containing the elector's declaration and return envelope was sent to electors, bodies corporate and groups whose names appeared on the certified voters roll.

Voting closed at 5pm on Thursday 10 November with the scrutiny and count commencing at 9am on Saturday 12 November 2022 at Council Office, Brighton Civic Centre, 24 Jetty Road, Brighton 5048.

In accordance with section 50 of the Act, I, Mick Sherry, Returning Officer, confirm the provisional declarations and certify the results for the following elections, with the following candidates being elected:

Mayor

WILSON, Amanda Lucy

Vacancies 1

Elected 1

Councillor for Glenelg Ward

ABLEY, Rebecca

PATTON, Bob

KANE, Allison

Vacancies 3

Elected 1

Elected 2

Elected 3

Councillor for Somerton Ward

MILLER, William

SMEDLEY, John Michael

O'DONOHUE, Monique

Vacancies 3

Elected 1

Elected 2

Elected 3

Councillor for Brighton Ward

FLEMING, Jane Mary

SNEWIN, Bob

VENNING, Anthony John

Vacancies 3
Elected Unopposed
Elected Unopposed
Elected Unopposed

Councillor for Seacliff Ward

LINDOP, Clare

BRADSHAW, Annette

LONIE, Susan

Vacancies 3
Elected 1
Elected 2
Elected 3

All candidates will be notified in writing of the results of the elections. Copies of the reports and copies of the full scrutiny and count details are available on the ECSA website.

Yours sincerely

A handwritten signature in blue ink, appearing to be 'MS' or similar initials, followed by a stylized flourish.

Mick Sherry

RETURNING OFFICER

Item No: 16.2

Subject: **ELECTED MEMBER APPOINTMENTS TO THE AUDIT COMMITTEE**

Date: 13 December 2022

Written By: Executive Assistant to General Manager, Strategy and Corporate

General Manager: Strategy and Corporate, Ms P Jackson

SUMMARY

The *Local Government Act 1999* requires Council to have an Audit Committee to carry out the functions defined in Section 126. Pursuant to Section 41 of the Act, Council established an Audit Committee in 2007.

Following the recent Local Government Elections it is necessary for Council to appoint two Elected Members to its Audit Committee.

RECOMMENDATION

That Council appoints Councillors _____ and _____ to the Audit Committee for the term of Council.

STRATEGIC PLAN

Statutory compliance

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Local Government Act 1999, Section 41 and 126

BACKGROUND

The *Local Government Act 1999* requires Council to have an Audit Committee to carry out the functions defined in Section 126. Pursuant to Section 41 of the Act, Council established an Audit Committee in 2007.

Regulation 17 of the Local Government (Financial Management) Regulations 2011 states:

(1) The audit committee of a council -

- (a) must have between 3 and 5 members (inclusive); and*
- (b) must include at least 1 person who is not a member of the council and who is determined by the council to have financial experience relevant to the functions of an audit committee; and*
- (c) must not include, as a member, the council's auditor under section 128 of the Act.*

Further amendments to the *Local Government Act 1999* to implement financial accountability reforms, are to commence on 30 November 2023.

- Extending the work of council audit committees to audit and risk committees to provide independent assurance and advice to councils on accounting, financial management, internal controls, risk management and governance matters. Audit and risk committees will be required to consist of a majority of independent members and councils will have the ability to form regional audit and risk committees.
- New requirements for councils and their chief executive officers to ensure that effective policies, systems and procedures relating to risk management are established and maintained.
- New requirements for chief executive officers of a council that have an internal audit function to consult with the relevant audit and risk committee before appointing a person to be primarily responsible for the internal audit function.

Notwithstanding further reforms coming, the existing terms of reference require that the Committee at least once per year, reviews its own performance, terms of reference and provides a report to Council including any recommended changes.

REPORT

Council is required to appoint at least two Elected Members to the Audit Committee under the Terms of Reference, which are provided as Attachment 1.

Refer Attachment 1

Prior to the recent Local Government Elections, the Audit Committee consisted of two Elected Members and three Independent Members. Elected Members were appointed for the term of Council. Two Elected Members now need to be appointed by Council. It is recommended that for continuity, they are appointed for the term of Council.

The terms of the Independent Members (Mr Sean Tu, Ms Paula Davies and Mr David Powell) expire on 12 May 2023, 26 March 2025 and 21 January 2024, respectively.

Under the Terms of Reference the Audit Committee at its next meeting will nominate the Presiding Member of the Committee and Council shall appoint that Presiding Member.

BUDGET

Independent Members of the Committee are paid a sitting fee of \$486 per meeting. The Presiding Member, if an Elected Member, would receive an allowance of \$5,707 per annum or if an independent member, would receive a sitting fee of \$608 per meeting. The budget includes these fees.

LIFE CYCLE COSTS

This report does not have any full life cycle cost implications.

Attachment 1





25 October 2022 – C251022/7286

Audit and Risk Committee Terms of Reference

1. Establishment

- 1.1 Pursuant to section 41 of the *Local Government Act 1999* (the Act) the Council hereby establishes a committee to be known as the Audit and Risk Committee, in order to fulfill the role of an audit committee as required by Section 126 of the Act.

2. Membership

- 2.1 The Audit and Risk Committee shall consist of five persons with with the majority being Independent Members.
- 2.2 Independent Members of the Audit and Risk Committee must have recent and relevant financial, risk management or internal audit experience and must not be an employee of City of Holdfast Bay.
- 2.3 Members of the Audit and Risk Committee are appointed by Council. Elected Members are appointed for a term agreed by Council, and Independent Members are appointed for a term not exceeding three years. On expiry of their term, a member may be re-appointed by Council.
- 2.4 If Council proposes to remove an Independent Member of from the Committee, it must give written notice to the Independent Member of its intention to do so and provide that Independent Member with the opportunity to be heard at an Executive Committee meeting, if that Independent Member so requests.
- 2.5 The Audit and Risk Committee shall recommend, and Council shall appoint, the Presiding Member of the Audit and Risk Committee. The Presiding Member must already be a member of the Audit and Risk Committee. The Mayor may not be appointed to the Role of Presiding Member of the Audit and Risk Committee.

3. Secretariat and Support

- 3.1 The Chief Executive Officer shall ensure that the Audit and Risk Committee has access to reasonable administrative resources in order to carry out its duties (subject to any budget allocation being approved by Council).
- 3.2 The Audit and Risk Committee shall be provided with appropriate and timely training, both in the form of an induction program for new members and on an ongoing basis for all members.



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4. **Meetings**

- 4.1 The Audit and Risk Committee shall meet at least four times each year, at least once per quarter, at appropriate times in the budgeting and financial reporting cycle, and otherwise as required. Pursuant to Section 90 of the Act, meetings are public (except in special circumstances as defined by the Act) and will be conducted in a place open to the public.
- 4.2 Meetings of the Audit and Risk Committee are governed by the *Local Government (Procedures at Meetings) Regulations 2013*.
- 4.3 Unless required by legislation not to vote, each member must vote on every matter that is before the Audit and Risk Committee for decision.
- 4.4 The Presiding Member has a deliberative vote but not a casting vote in the event of a tie. A tied vote means that the motion is lost.
- 4.5 The quorum necessary for the transaction of business shall be three members. A duly convened meeting of the Audit and Risk Committee at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by it.
- 4.6 The Chief Executive Officer, General Manager, Strategy and Corporate and other officers of Council may attend any meeting as observers or in support of matters being considered by the Audit and Risk Committee.
- 4.7 Council's External Auditor and Internal Auditor may be invited to attend meetings of the Audit and Risk Committee.
- 4.8 Ordinary meetings of the Audit and Risk Committee will be held at times and places determined by Council or, subject to a decision of Council, the Audit and Risk Committee.
- 4.9 A special meeting of the Audit and Risk Committee may be called by the Chief Executive Officer in accordance with Section 87(5) of the Act, at the request of the Presiding Member or at least two members of the Audit and Risk Committee.
- 4.10 The agenda and minutes of Audit and Risk Committee meetings, subject to any items that are discussed in confidence under Section 90 of the Act and subsequently retained under Section 91 of the Act, are also required to be made available to the public.
- 4.11 Notice of each meeting confirming the venue, time and date, together with an agenda of items to be discussed, shall be forwarded to each member of the Audit and Risk Committee, no later than three business days before the date of the meeting. Supporting papers shall be sent to committee members (and to other attendees as appropriate) at the same time.



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- 4.12 The Chief Executive Officer shall ensure that the proceedings and resolutions of all meetings of the Audit and Risk Committee are minuted and that the minutes comply with the requirements of the *Local Government (Procedure at Meetings) Regulations 2013*.
- 4.13 Minutes of Audit and Risk Committee meetings shall be circulated within five days after a meeting to all members of the Audit and Risk Committee and to members of the Council and will (as appropriate) be available to the public.

5. **Review**

- 5.1 The Audit and Risk Committee shall, at least once per year following the adoption of the audited financial statements by Council, review its own performance, terms of reference and provide a report to Council including any recommended changes.

6. **Role of the Committee**

- 6.1 The Audit and Risk Committee has no authority to act independently of Council. The primary role of the Audit and Risk Committee is to provide suggestions and recommendations to Council about matters relating to financial governance.

6.2 ***Financial Reporting***

The Audit Committee shall:

- 6.2.1 pursuant to Section 126 of the Act, review Council's annual financial statements to ensure that they present fairly the state of affairs of the Council;
- 6.2.2 monitor the integrity of the financial statements of Council, including its annual report, reviewing significant financial reporting issues and judgements which they contain;
- 6.2.3 review:
 - 6.2.3.1 the consistency of, and/or changes to, accounting policies;
 - 6.2.3.2 the application of accounting standards and appropriate estimates and judgements, taking into account the views of the external auditor;
 - 6.2.3.3 the clarity of disclosure in the Council's financial reports and the context in which statements are made; and
 - 6.2.3.4 all material information presented with the financial statements, such as the operating and financial review and the



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corporate governance statement (insofar as it relates to the audit and risk management).

6.3 *Strategic Management Plans and Annual Business Plan*

The Audit and Risk Committee shall:

- 6.3.1 pursuant to Section 126 of the Act, propose and provide information relevant to a review of Council's strategic management plans or annual business plan; and
- 6.3.2 review and provide recommendations to Council on the sustainability of Council's financial performance and proposals with respect to debt levels included in the strategic management plans and, in particular, the long-term financial plan.

6.4 *Internal Controls and Risk Management Systems*

The Audit and Risk Committee shall:

- 6.4.1 pursuant to Section 126 of the Act, review the adequacy of the accounting, internal control, reporting and other financial management systems and practices of the Council on a regular basis;
- 6.4.2 receive reports on risks rated high and above, pursuant to Council's Risk Management Policy and Procedure;
- 6.4.3 verify annually that risks are controlled within risk appetite and tolerances and propose emerging risks for consideration as relevant;
- 6.4.4 review and assess the effectiveness of Council's internal controls and risk management systems; and
- 6.4.5 review and recommend the approval, where appropriate, of statements to be included in the annual report concerning internal controls and risk management.

6.5 *Public Interest Disclosures*

The Audit and Risk Committee shall:

- 6.5.1 review the Council's arrangements for its employees to raise concerns, in confidence, about possible wrong-doing in financial reporting or other matters; and
- 6.5.2 ensure these arrangements allow independent investigation of such matters and appropriate follow-up action.



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6.6 Internal Audit

The Audit and Risk Committee shall, in accordance with Council's Internal Audit Policy and Procedure:

- 6.6.1 endorse the internal audit program;
- 6.6.2 receive and review internal audit reports on a regular basis;
- 6.6.3 review the status of internal audit recommendations;
- 6.6.4 provide advice and recommendations to Council in relation to internal audit program and matters;
- 6.6.5 monitor and review the effectiveness of Council's internal audit function;
- 6.6.6 meet with the Internal Audit Partner at least once a year, without management being present, to discuss any issues arising from the Internal Audits carried out during the year. In addition, the Internal Audit Partner shall be given the right of direct access to the Mayor and the Presiding Member of the Audit and Risk Committee;
- 6.6.7 monitor and review the selection process for the Internal Auditor. Appointment of Internal Auditor is the responsibility of management. If the Internal Auditor resigns, the Audit Committee shall investigate the issues leading to the resignation and decide whether any action is required.

6.7 External Audit

The Audit and Risk Committee shall:

- 6.7.1 pursuant to Section 126 of the Act, liaise with Council's external auditor;
- 6.7.2 pursuant to Section 129 of the Act, receive the external auditor's audit opinion with respect to Council's audited financial statements and the external auditor's report on particular matters arising from the audit;
- 6.7.3 develop and recommend to Council a policy on the supply of non-audit services by the external auditor, taking into account any relevant ethical guidance on the matter;
- 6.7.4 pursuant to Section 128 of the Act, consider and make recommendations to the council, in relation to the appointment, re-appointment and removal of the Council's external auditor;



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- 6.7.5 investigate the issues leading to the resignation of an external auditor and report to Council with any recommendations;
- 6.7.6 oversee Council's relationship with the external auditor including, but not limited to:
 - 6.7.6.1 recommending the approval of the external auditor's remuneration, whether fees for audit or non-audit services, and recommending whether the level of fees is appropriate to enable an adequate audit to be conducted;
 - 6.7.6.2 recommending the approval of the external auditor's terms of engagement, including any engagement letter issued at the commencement of each audit and the scope of the audit;
 - 6.7.6.3 assessing the external auditor's independence and objectivity taking into account relevant professional and regulatory requirements and the extent of Council's relationship with the auditor, including the provision of any non-audit services;
 - 6.7.6.4 satisfying itself that there are no relationships that give rise to an actual, perceived or potential conflict of interest in the external auditor carrying out the external audit duties;
 - 6.7.6.5 monitoring the external auditor's compliance with legislative requirements on the rotation of audit partners;
 - 6.7.6.6 assessing the external auditor's qualifications, expertise and resources and the effectiveness of the audit process (which shall include a report from the external auditor on the Audit Committee's own internal quality control procedures);
- 6.7.7 meet with the external auditor at least once per year, without management being present, to discuss the external auditor's report and any issues arising from the audit and otherwise as need;
- 6.7.8 review and make recommendations on the annual audit plan, and in particular, its consistency with the scope of the external audit engagement;
- 6.7.9 review the findings of the audit with the external auditor including, but not limited to, the following:
 - 6.7.9.1 a discussion of any major issues which arose during the external audit;
 - 6.7.9.2 any accounting and audit judgements; and



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6.7.9.3 levels of errors identified during the external audit;

6.7.10 review the effectiveness of the external audit;

6.7.11 review any representation letter requested by the external auditor before it is signed by administration;

6.7.12 review the management letter and administration's response to the external auditor's findings and recommendations; and

6.7.13 pursuant to regulation 22 of the *Local Government (Financial Management) Regulations 2011*, consider and authorise the Presiding Member to sign a statement with the Chief Executive Officer on an annual basis certifying that the external auditor is independent of Council.

6.8 ***Economy and Efficiency Audits***

The Audit and Risk Committee shall:

6.8.1 propose and review the exercise of powers under Section 130A of the Act (relating to economy and efficiency audits); and

6.8.2 receive a report prepared by any person appointed by Council pursuant to Section 130A of the Act to examine any matter relating to financial management, or the efficiency and economy with which Council manages or uses its resources to achieve its objectives.

6.9 ***Reporting Responsibilities***

6.9.1 The Audit and Risk Committee minutes shall be presented to the Council after every meeting to identify and present advice and recommendations.

6.9.2 The Chief Executive Officer will identify matters, further to those matters covered elsewhere in these Terms of Reference, to be reported to the Audit and Risk Committee in detail where those matters are considered to be of material affect, have a material impact on the operation of Council as an elected body (e.g. impact on policies relating to Elected Members), or have significant impact on Council's operations.

Item No: 16.3

Subject: **ELECTED MEMBER APPOINTMENTS TO THE ALWYNDOR MANAGEMENT COMMITTEE**

Date: 13 December 2022

Written By: General Manager, Alwyndor

General Manager: Alwyndor, Ms Beth Davidson-Park

SUMMARY

Alwyndor is a not for profit organisation which provides a wide range of care, support and accommodation services for older people. Alwyndor operates under the Dorothy Cheater Trust and the Elected Members of the City of Holdfast Bay are the Trustees.

The Alwyndor Management Committee was established by Council under Section 41 of the Local Government Act 1999 to manage the business of Alwyndor. Council provides delegated authority to Alwyndor through its formal delegations and approved the updated Terms of Reference in July 2021.

Under the requirements of its Terms of Reference the Alwyndor Management Committee (the Committee) consists of up to nine persons including two Elected Members. With the election of the new Council the two Elected Member roles are vacant. As such Council is required to nominate an Elected Member to each position.

RECOMMENDATION

That Council appoints Councillor _____ and Councillor _____ to the Alwyndor Management Committee for the term of Council.

STRATEGIC PLAN

Enabling the people in our communities to live healthy, engaged and fulfilling lives.

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Section 41 Local Government Act 1999
Aged Care Act 1997

REPORT

The Alwyndor Management Committee is comprised of up to seven Independent Members and two Elected Members as determined and appointed by Council for its term. The Committee membership is required to possess the appropriate skills, knowledge and expertise to benefit to Alwyndor.

The functions of the Management Committee are defined by the Terms of Reference which were updated and approved in July 2021.

Refer Attachment 1

AMC is currently well served with skills of members specifically within the areas of aged care and clinical governance as well as financial, business, workforce and risk management.

Councillor Lonie was appointed to the Committee by Council in November 2014. Councillor Snewin joined the Committee in January 2021 following the resignation of Councillor Lonie. Following the passing of Councillor Bouchée, Councillor Lonie was re-appointed to join the Committee. Their appointments expired at the end of the previous Council's term in November 2022.

Independent Members are appointed on a 'rolling basis' for three year terms. The current members of the Committee are:

Mr Kim Cheater – Chair
Ms Julie Bonnici – Deputy Chair
Ms Jo Cottle
Professor Judy Searle
Professor Lorraine Sheppard
Ms Trudy Sutton
Mr Kevin Whitford

The Alwyndor Management Committee currently meets on the last Thursday of the month for a minimum of eight meetings per year. Additional commitments may include seasonal events at Alwyndor and AMC workshops on specific matters from time to time.

Following the election of the new Council, it is timely to appoint Council's representatives to the Alwyndor Management Committee.

BUDGET

Independent Members are paid a sitting fee for each meeting attended, Elected Members do not receive any additional remuneration.

All costs are included in the 2022/23 Alwyndor budget.

LIFECYCLE COSTS

Not applicable

Attachment 1





ALWYNDOR MANAGEMENT COMMITTEE (AMC)

TERMS OF REFERENCE

1. BACKGROUND

Alwyndor is a provider of quality care and services to older people within the City of Holdfast Bay and surrounding metropolitan areas. It offers a continuum of care including residential care, allied health and wellness programs and in-home care and support.

Alwyndor is owned and operated by the City of Holdfast Bay, ('the Council') as the trustee of the Dorothy Cheater Trust, established in 1973. The key requirement of the Trust is that the Council establish and maintain a home for the aged on the property at 52 Dunrobin Road and keep in good order and condition the gardens and the grounds.

Alwyndor is a registered charity with the Australian Charities and Not-for-profits Commission.

Alwyndor is accredited by the Aged Care Quality and Safety Commission. The approved provider is the City of Holdfast Bay.

2. ESTABLISHMENT

The Alwyndor Management Committee (AMC) is an advisory committee of the City of Holdfast Bay formed under Section 41 of the *Local Government Act 1999*.

3. OBJECTIVES

3.1 The AMC is established to assist the Council by providing effective governance over the strategy, operations and performance of Alwyndor, and to advise Council on:

3.1.1 The provision of a range of quality care and accommodation options at Alwyndor primarily for aged persons including:

- 3.1.1.1 ageing in place accommodation and care
- 3.1.1.2 short stay restorative and respite services
- 3.1.1.3 wellbeing and therapy services.

3.2 The provision of services to the community including:

- 3.1.1.4 home care
- 3.1.1.5 health and wellness
- 3.1.1.6 rehabilitation
- 3.1.1.7 exercise and therapy programs to improve and maintain health and mobility.

4. PURPOSE

The AMC is responsible for assisting the Council as follows:

- 4.1 Ensure compliance with the terms of the Trust in the management and operations of Alwyndor.
- 4.2 Ensure Alwyndor has adequate processes in place to comply with the requirements of the *Aged Care Act 1997* (and the related Principles) and the rules and standards applied by the Aged Care Quality and Safety Commission.
- 4.3 Ensure Alwyndor has adequate processes in place to comply with all relevant legislative obligations, relevant Council policies and financial reporting obligations.
- 4.4 Ensure that Alwyndor has a Strategic Plan and supporting Financial Plan that sets out the objectives, strategies and performance targets and measures for Alwyndor. The AMC will review the Strategic Plan and supporting Financial Plan before it is presented to the Council for consideration and adoption.
- 4.5 Review and recommend an annual budget, including key financial targets, to Council for consideration and adoption.
- 4.6 Ensure that Alwyndor has appropriate operational plans and sufficient resources to achieve its Strategic Plan.
- 4.7 Ensure the monitoring of organisational culture including the application and modelling of appropriate Alwyndor values by the employees and the AMC.
- 4.8 Monitor the performance of Alwyndor against its Strategic Plan, supporting business plans and budgets and ensure that the Council is provided with relevant and timely information on the performance (both operational and financial) of Alwyndor. Review and monitor all significant strategic or business initiatives.
- 4.9 Review any external reporting for completeness and accuracy. This includes, but is not limited to, the Financial Statements of Alwyndor, reporting to the Australian Charities and Not-for-profits Commission, reporting to the Aged Care Quality and Safety Commission or any reporting to State or Federal Governments.
- 4.10 Ensure Alwyndor has established an effective risk management framework and processes. This includes ensuring that the key risks that Alwyndor is exposed to are clearly identified and that appropriate processes are in place to mitigate those risks. This includes the management of clinical risk in aged care services.
- 4.11 Ensure appropriate policies, internal controls and quality assurance and compliance processes are in place to manage the operational, financial and compliance risks of Alwyndor.
- 4.12 Ensure Alwyndor and the AMC acts in accordance with the delegations approved by the Council.
- 4.13 Consider the social, ethical and environmental impact of Alwyndor's activities.

5. DUTIES AND CONDUCT OF AMC MEMBERS

- 5.1 All members of the AMC are required to operate in accordance with the General Duties and Code of Conduct set out in s62 and s63 of the *Local Government Act 1999* as well as the mandatory Code of Conduct for Council Members.
- 5.2 All members of the AMC will support the approved resolutions of the AMC.
- 5.3 AMC members will comply with all relevant Council policies (and the Council will identify and communicate to AMC members those Policies that are deemed to apply to them).
- 5.4 All members of the AMC are required to operate in accordance with the Conflicts of Interests requirement set out in s73 to s75B of the *Local Government Act 1999*.
- 5.5 Each AMC member must attend relevant education and training programs as required from time to time.

6. MEETINGS

- 6.1 Meetings will be held a minimum of 8 times per year.
- 6.2 A notice of meetings will be prepared annually showing dates, times and locations and published on the Council and Alwyndor website(s) and be displayed in a place or places as determined by the CEO.
- 6.3 The Chairperson will be responsible for the conduct of all AMC meetings. The Chairperson and the General Manager will ensure that the agendas are comprehensive, that all agenda items are appropriate and that the recommendations are consistent with the responsibilities of the AMC.
- 6.4 Meeting procedures:
 - 6.4.1 Meetings of the AMC will be conducted in accordance with the *Local Government Act 1999, Part 3 of the Local Government (Procedures at Meetings) Regulations 2000*, these Terms of Reference and the *City of Holdfast Bay Code of Practice*.
 - 6.4.2 If a member of the AMC is unable to attend a meeting, they may participate in the meeting by telephone or video conference, in accordance with any procedures prescribed by the regulation or determined by the Council under section 89 *Local Government Act 1999* and provided that any members of the public attending the meeting can hear the discussion between all committee members.
 - 6.4.3 The decision of the Chairperson at the meeting of the AMC in relation to the interpretation and application of meeting procedures is final and binding on the AMC.
 - 6.4.4 All decisions of the AMC shall be made on the basis of a majority decision of the AMC members present.
 - 6.4.5 A quorum will be half of the AMC Members plus one, ignoring any fractions. No business can be transacted at a meeting of the AMC unless a quorum is present.
 - 6.4.6 The Chairperson has the right to refuse a motion without notice if they believe that the matter should be considered by way of a written notice of

motion, or if they believe the motion is vexatious, frivolous or outside of the scope of the AMC.

- 6.4.7 The Chairperson has the right to end debate if they believe that the matter has been canvassed sufficiently, considering the *Guiding Principles of the Local Government (Procedures at Meetings Regulations) 1999*.
- 6.4.8 The CEO has the ability to attend all meetings of the AMC.

7. MEETING MINUTES

- 7.1 Minutes of the AMC meetings will be submitted for confirmation at the next available AMC meeting.
- 7.2 Minutes will be presented to Council in draft at the next available meeting and placed on the Council's website following adoption by AMC.
- 7.3 Where a verbal update or report is required, the minutes of AMC will include commentary relevant to such a report and any associated resolutions of the meeting but will not be a verbatim record of the meeting.

8. MEMBERSHIP

- 8.1 The AMC consists of up to 9 persons constituted as follows:
 - 8.1.1 Two (2) Elected Members as determined and appointed by the Council.
 - 8.1.2 Up to seven (7) and no less than three (3) other independent persons as determined and appointed by the Council for a term not exceeding three (3) years.
 - 8.1.3 On expiry of their term, members of the AMC may seek reappointment. The CEO, the Chairperson and one of the appointed Elected Members will consult and make a recommendation to Council who will decide on the reappointment.
 - 8.1.4 An AMC member may only serve a maximum of three (3) consecutive terms.
- 8.2 An AMC Member appointment will become vacant if:
 - 8.2.1 In the case of the Elected Members - ceasing to hold office
 - 8.2.2 In the case of the other AMC Members:
 - 8.2.2.1 upon the Council removing that person from office
 - OR
 - 8.2.2.2 the member resigning their position from the AMC.
 - 8.2.3 If Council proposes to remove a member from the AMC, it must give written notice to the member of its intention to do so.
 - 8.2.4 If any AMC member is absent for three consecutive meetings of the AMC without leave of the AMC, the AMC may recommend to the Council that it remove that member from the AMC.

9. METHOD OF APPOINTMENT OF NEW AMC MEMBERS

- 9.1 The method of appointment of new AMC Members will be as follows:
 - 9.1.1 As required, the Council will advertise the vacancies and seek nominations for the position of member of the AMC.
 - 9.1.2 Nominations will be called for from appropriately skilled, experienced or qualified people.
 - 9.1.3 The selection panel will comprise one of the elected members appointed to AMC, the AMC Chairperson and the CEO.
 - 9.1.4 The selection panel will make a recommendation to Council as to the appointment of the AMC members for consideration and appointment by the Council.
 - 9.1.5 The selection panel will take into consideration the current and required skills for the AMC to fulfil its responsibilities, the current term of existing members and the gender diversity of the AMC.
 - 9.1.6 If required, to fulfil the minimum number requirements of AMC, Council may second a person to act as a member until such time as the above appointment process can be undertaken.

10. OFFICE BEARERS

- 10.1 The AMC shall nominate a Chairperson from amongst the AMC Members (not including Elected Members of the City of Holdfast Bay) for consideration and approval of appointment by Council.
- 10.2 The AMC shall nominate a Deputy Chairperson from amongst the AMC Members (not including Elected Members of the City of Holdfast Bay) for consideration and approval of appointment by Council.
- 10.3 Each of the Chairperson and Deputy Chairperson shall serve a three (3) year term in those positions unless removed from the position by the Council. On expiry of their term, the Chairperson and Deputy Chairperson can re-nominate for a further term (and for up to 3 terms).
- 10.4 The Deputy Chairperson will act in the absence of the Chairperson and, if both the Chairperson and Deputy Chairperson are absent from a meeting of the AMC, the AMC will choose a Member from those present, who are not Elected Members of the City of Holdfast Bay, to preside at the meeting as the Acting Chairperson.
- 10.5 The Chairperson of the AMC shall be an ex-officio member of all sub-committees of the AMC.

11. VOTING RIGHTS

- 11.1 All members have equal voting rights.
- 11.2 All resolutions of the AMC shall be made on the basis of a majority decision of the AMC members present.
- 11.3 Unless required by legislation not to vote (including for reasons of Conflict of Interest), each of the Elected Members who are members of AMC must vote on every matter which is before the AMC for decision.

- 11.4 The Chairperson has a deliberative vote but does not, in the event of an equality of votes, have a casting vote.

12. ROLES AND RESPONSIBILITIES

12.1 Chairperson:

- 12.1.1 To provide leadership to the AMC.
- 12.1.2 To act as the presiding member at all meetings of the AMC, ensuring that the meeting is conducted in a proper and orderly manner, complying with the requirements of the *Local Government Act 1999*.
- 12.1.4 To act as the AMC's primary contact with the General Manager.
- 12.1.5 To regularly liaise with the General Manager Alwyndor in relation to the work of the AMC.
- 12.1.6 To provide input to the CEO on the appointment and performance of the General Manager.

12.2 Deputy Chairperson:

- 12.2.1 In the absence of the Chairperson, to fulfil the role of the Chairperson.

12.3 AMC Members:

- 12.3.1 To make effective and appropriate contribution as an individual member so that AMC can carry out its role effectively.
- 12.3.2 To attend all meetings of the Committee as practical.
- 12.3.3 To prepare thoroughly for each AMC meeting.
- 12.3.4 To review all Agenda's and Meeting papers for AMC meetings unless granted a leave of absence.
- 12.3.5 To listen to alternate views and act respectfully to other AMC Members.
- 12.3.6 AMC members have no authority to direct the General Manager or employees of Alwyndor in any matter. Any issues or concerns with either the General Manager should be raised with the Chairperson and the CEO, any issues or concerns with employees of Alwyndor should be raised with the General Manager.

13. SITTING FEES

- 13.1 AMC Members, except for City of Holdfast Bay Elected Members, are entitled to a sitting fee for their attendance at AMC meetings.
- 13.2 The applicable rates will be determined by the Council.
- 13.3 Claims for payment of the sitting fees, will be based on attendance at meetings as recorded in the minutes.

14. ADMINISTRATION

- 14.1 The Council shall employ and appoint a General Manager Alwyndor who shall have full responsibilities for the effective management of Alwyndor and reports directly to and is accountable to the CEO. The CEO consults with the Chairperson on any key

decision regarding the appointment or performance of the General Manager. The General Manager will provide full support to the AMC to enable them to fulfil their responsibilities.

14.2 The General Manager shall be responsible for:

14.2.1 ensuring the appropriate leadership, management and administration of Alwyndor's operations in accordance with the requirements of the AMC, Council (the Trustees) and applicable legislation under the direction of the CEO.

14.2.2 Keeping the AMC informed in a timely manner of all matters relevant to their responsibilities or that may materially impact on Alwyndor's operations or reputation.

15. FINANCIAL MANAGEMENT

15.1 Financial records of Alwyndor will be maintained by the General Manager and will comply with the relevant financial policies and procedures adopted by Council and Alwyndor. The annual financial statements of Alwyndor will be reviewed by the AMC to enable them to make the declaration required under subdivision 60-B of the *Australian Charities and Not-for-profits Commission Regulation 2013*.

15.2 In accordance with the preparation of the annual Council budget cycle, the General Manager will present to the Council for its consideration and adoption, a proposed annual budget for Alwyndor's activities including those matters relating to the management, operations and capital expenditure of Alwyndor for the ensuing financial year before adoption by Council of its annual budget. This will be reviewed and considered by the AMC prior to being presented.

16. REPORTING REQUIREMENTS

16.1 The AMC shall, at least once every two years, review its own performance, terms of reference and membership and provide a report to the Council including any recommended changes. The CEO of Council can approve an extension of this timeframe if circumstances require.

16.2 The Chairperson and the General Manager will report to the Council annually summarising the activities of the AMC during the previous year.

17. SUB-COMMITTEES

17.1 The AMC may appoint such sub-committees as it sees fit to assist it with carrying out its responsibilities. Any subcommittee must regularly report to the AMC on its activities and will have no decision-making powers.

Item No: 16.4

Subject: **APPOINTMENTS TO THE SOUTHERN REGION WASTE RESOURCE AUTHORITY**

Date: 13 December 2022

Written By: Executive Assistant to the Chief Executive Officer

Chief Executive Officer: Mr R Bria

SUMMARY

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

The SRWRA Charter provides for Council to appoint two members to its Board (one of which must be an officer of Council) along with one specific deputy for each Board member or one non-specific deputy for both such Board members.

SRWRA has recommended that two Deputy Members (one Elected Member and one Council Officer) be appointed to ensure business continuity across Board meetings.

RECOMMENDATION

That Council appoints:

1. Councillor _____ to the Board of SRWRA for the term of Council;
2. Councillor _____ as Deputy Member to the Board of SRWRA for the term of Council;
3. Chief Executive Officer, Roberto Bria to the Board of SRWRA until 31 March 2027; and
4. General Manager, Assets and Delivery, Michael De Heus as Deputy Member to the Board of SRWRA until 31 March 2027.

STRATEGIC PLAN

Sustainability – A city, economy and community that is resilient and sustainable.

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Local Government Act 1999

BACKGROUND

Southern Region Waste Resource Authority (SRWRA) is a regional subsidiary established in December 1998 by the Cities of Onkaparinga, Marion and Holdfast Bay, pursuant to Section 43 of the *Local Government Act 1999*.

SRWRA is responsible for providing and operating waste management services on behalf of the Constituent Councils and ensuring that a long term waste management strategy exists in the southern region of Adelaide.

SRWRA is overseen by a seven-member Board comprising two appointees from each of the Constituent Councils and an independent expert in business/waste management as Chairperson.

The SRWRA Charter provides for Council to appoint two members to its Board (one of which must be an officer of Council) along with one specific deputy for each Board member or one non-specific deputy for both such Board members.

Refer Attachment 1

Board Members are appointed for a term determined by Council.

REPORT

At the commencement of the previous term, Councillor Smedley and Mr Roberto Bria (General Manager, Business Services at that time), were appointed to the Board of the Southern Region Waste Resource Authority for the term of Council. Councillor Lindop was appointed as the Deputy Member. All terms expired on 10 November 2022.

SRWRA has recommended that two Deputy Members (one Elected Member and one Council Officer) be appointed to ensure business continuity across Board meetings.

Refer Attachment 2

BUDGET

Not applicable

LIFE CYCLE COSTS

Not applicable

Attachment 1



LOCAL GOVERNMENT ACT 1999
SOUTHERN REGION WASTE RESOURCE AUTHORITY
REGIONAL SUBSIDIARY
Charter 2022

PART I: GENERAL

1. INTRODUCTION

1.1 Name

The name of the subsidiary is Southern Region Waste Resource Authority (referred to as '**the Authority**' in this Charter).

1.2 Definitions

- 1.2.1 **absolute majority** means a majority of the whole number of the Board members or of the Constituent Councils as the case may be;
- 1.2.2 **Act** means the *Local Government Act 1999*;
- 1.2.3 **Board** means the board of management of the Authority;
- 1.2.4 **Budget** means a budget consistent with clause 6.5 and last adopted by the Board
- 1.2.5 **Constituent Councils** means the Councils identified at Clause 2.1 of this Charter;
- 1.2.6 **Gazette** means the *South Australian Government Gazette*;
- 1.2.7 **net assets** means total assets (current and non-current) less total liabilities (current and non-current) as reported in the annual audited financial statements of the Authority together with the net present value of the projected future cash inflows net of cash outflows of the remaining useable airspace over the SRWRA Landfill Operation as licensed by the Environment Protection Authority;
- 1.2.8 **simple majority** means a majority of those present and entitled to vote;
- 1.2.9 **SRWRA Landfill Operation** means that land which is held by the Authority under certificates of title volume 5822, folio 967; volume 5822, folio 966; volume 5822, folio 965; volume 5299, folio 719; volume 5299, folio 720; volume 6199, folio 621 and volume 6217, folio 132;
- 1.2.10 **waste** means any or all waste as approved under the Environment Protection Act licence held by the Authority or its contractor.

PART II: GOVERNANCE

2. THE AUTHORITY

2.1 Establishment and Charter

- 2.1.1 The Authority is a regional subsidiary established pursuant to section 43 of and Schedule 2 to the Act by the:
 - 2.1.1.1 City of Holdfast Bay;
 - 2.1.1.2 City of Marion; and
 - 2.1.1.3 City of Onkaparinga.

- 2.1.2 This Charter may be amended at any time by unanimous decision (expressed by resolution) of the Constituent Councils.
- 2.1.3 Before the Constituent Councils vote on a proposal to alter this Charter, they must take into account any recommendations of the Board.
- 2.1.4 For the purposes of clause 19(5)(b) of Schedule 2 to the Act, the Chief Executive Officers of the Constituent Councils have determined that a copy of the Charter, must be published on the website of the Authority.
- 2.1.5 This Charter must be read in conjunction with Parts 2 and 3 of Schedule 2 to the Act. The Authority shall conduct its affairs in accordance with Schedule 2 to the Act except as modified by this Charter in a manner permitted by Schedule 2.

2.2 Objects and Purposes

2.2.1 The Authority is established to:

- 2.2.1.1 provide and operate services at a place or places for the management of waste by or on behalf of the Constituent Councils and/or any other approved councils;
- 2.2.1.2 undertake anything relevant (including educational programmes and processes) to the management of waste;
- 2.2.1.3 provide a forum for discussion and/or research for the ongoing improvement of management of waste;
- 2.2.1.4 undertake management of waste on behalf of the Constituent Councils on a competitive basis;
- 2.2.1.5 fulfil, on behalf of the Constituent Councils, any ongoing obligation in relation to rehabilitation and monitoring of waste management facilities under its control;
- 2.2.1.6 secure best value and value for money in waste management activities and services;
- 2.2.1.7 develop or facilitate activities or enterprises that result in a beneficial use of waste;
- 2.2.1.8 be financially self-sufficient;
- 2.2.1.9 develop or facilitate activities or enterprises that result in a beneficial use of the landfill site or infrastructure;
- 2.2.1.10 keep the Constituent Councils informed about relevant emerging opportunities, trends or issues in waste management; and
- 2.2.1.11 have regard in the performance of its functions to sustainable, environmentally efficient practices with regard to waste management

2.2.2 The Authority must in the performance of its role and functions and in all of its plans, policies and activities:

- 2.2.2.1 operate in a sustainable manner by giving due weight to economic, social and environmental considerations; and
- 2.2.2.2 conduct its activities in compliance with all regulatory requirements and in a manner that minimises risk to the Constituent Councils.

2.3 Powers and Functions of the Authority

Subject to this Charter, the Authority may exercise the following powers in the performance or discharge of its objects and purposes:

- 2.3.1 the accumulation of surplus funds including for investment purposes;
- 2.3.2 investing any of the funds of the Authority in any investment authorised by the *Trustee Act 1936*, or with the Local Government Finance Authority provided that:
 - 2.3.2.1 in exercising this power to invest the Authority must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
 - 2.3.2.2 the Authority must avoid investments that are speculative or hazardous in nature;
- 2.3.3 setting aside a reserve fund or funds clearly identified for the upkeep and/or replacement of fixed assets of the Authority or meeting any deferred liability of the Authority;
- 2.3.4 borrowing money and/or to incurring expenditure in accordance with clause 6.2 of this Charter;
- 2.3.5 opening and operating bank accounts;
- 2.3.6 entering into contracts, purchasing, selling, leasing, hiring, renting or otherwise acquiring or disposing of any personal property or interests therein;
- 2.3.7 purchasing, selling, leasing, hiring, renting or otherwise acquiring or disposing of any real property or interests therein, provided that it is a condition precedent, that in any such transaction where the Authority will incur a singular or a total liability of \$1,000,000 or more that unless the liability is included in the Budget; the prior written approval of two-thirds of the Constituent Councils is obtained;
- 2.3.8 participating in a joint venture, trust, partnership or similar for the purpose of engaging in a commercial activity or enterprise;
- 2.3.9 appointing, managing, suspending and dismissing the Chief Executive Officer of the Authority;
- 2.3.10 engaging retaining, and dispensing with the services of professional advisers to the Authority;
- 2.3.11 charging whatever fees, the Authority considers appropriate for services rendered to any person, body or Council;
- 2.3.12 making any election for the purpose of any tax or statutory charge;
- 2.3.13 determining the types of waste which shall be received and the method of collection, treatment, recycling and disposal of that waste;
- 2.3.14 undertaking all manner of things relating and incidental to the collection, treatment, recycling and disposal of waste;
- 2.3.15 pursuing the concept of co-operative regionalism in the collection,

- treatment, recycling and disposal of waste for which the Constituent Councils are or may become responsible
- 2.3.16 causing all waste collected by the Authority to be treated, recycled and disposed of in a sanitary and environmentally acceptable way;
 - 2.3.17 providing a forum for the discussion and consideration of topics related to the Constituent Councils' obligations and responsibilities in respect of waste;
 - 2.3.18 adopting and using a trading name provided that the Authority shall first register the trading name with the Australian Securities and Investment Commission;
 - 2.3.19 commencing legal proceedings provided that any legal proceedings seeking urgent relief be the subject of an urgent report to the Constituent Councils by the Chief Executive Officer;
 - 2.3.20 without limiting the Authority's powers and functions, making submissions to and negotiating with the Federal Government, State Government and other sources of grant funding in relation to the provision and receipt of funding for the Authority; and
 - 2.3.21 anything else necessary or convenient for or incidental to the exercise, performance or discharge of its powers and, functions or the attainment of its objects and purposes.

2.4 National Competition Policy

If the Authority engages in any commercial activity or enterprise which constitutes a significant business activity of the Authority, it will, where necessary and having regard to a cost/benefit analysis, apply relevant principles of competitive neutrality to that activity.

2.5 Acting Outside Areas of Constituent Councils

The Authority may undertake its activities outside the areas of the Constituent Councils in accordance with the Act but only where such activities have been approved by the Constituent Councils as being necessary or expedient to the performance by the Authority of its functions and the activity is included in the annual business plan of the Authority.

2.6 Delegation by the Authority

The Authority may delegate any of its powers except those to:

- 2.6.1 impose charges;
- 2.6.2 enter into transactions in excess of \$250,000
- 2.6.3 subject to this Charter, borrow money or obtain any other form of financial accommodation;
- 2.6.4 approve expenditure of money on the works, services or operations of the Authority not set out in the Budget or where required by this Charter, approved by the Constituent Councils;
- 2.6.5 approve the payment of allowances to members of the Board;
- 2.6.6 adopt or revise an annual business plan or Budget or any financial estimates and reports; and
- 2.6.7 make any application or recommendation to the Minister.

2.7 Committees

- 2.7.1 The Board may establish a committee comprised of any persons to deal with any matter within the Authority's functions and as detailed in the terms of reference adopted by the Board for the committee.
- 2.7.2 The Board may delegate powers and functions to a committee.
- 2.7.3 A member of a committee established under this clause holds office at the pleasure of the Board.
- 2.7.4 The Chair of the Board is an *ex-officio* a member of any committee established by the Board.

3. CONSTITUENT COUNCILS

3.1 Withdrawal

- 3.1.1 A Constituent Council may not withdraw from the Authority except with the approval of the Minister and subject to the Act and this Charter.
- 3.1.2 A Constituent Council which intends to withdraw from the Authority shall give to the Board and the other Constituent Councils written notice of such intention, specifying the date of intended withdrawal. The notice shall be a minimum of twenty-four months' notice expiring on 30 June of the relevant financial year.
- 3.1.3 The withdrawal of any Constituent Council does not extinguish the liability of that Constituent Council for the payment of its contribution towards any actual or contingent deficiency in the net assets of the Authority at the end of the financial year in which such withdrawal occurs.
- 3.1.4 The withdrawal of any Constituent Council does not extinguish the liability of that Constituent Council to contribute to any loss or liability incurred by the Authority at any time before or after such withdrawal in respect of any act or omission by the Authority prior to such withdrawal. For the avoidance of doubt, any and all costs associated with closure processes (including but not limited to capping and post-closure monitoring and necessary actions) of a waste cell or the landfill site generally is a liability incurred before the withdrawal of a Constituent Council and is, therefore, a continuing liability for the purposes of this clause.
- 3.1.5 Payment by or to the withdrawing Constituent Council must be fully paid by 30 June of the financial year following 30 June of the year in which the withdrawal occurs unless there is agreement of alternative payment arrangements made by the Constituent Councils.

3.2 New Members

Subject to the provisions of the Act, the Constituent Councils may unanimously agree to admit a new Constituent Council or Councils, to membership of the Authority, with or without conditions.

3.3 Direction by Constituent Councils

To be effective, a direction of the Constituent Councils for the purposes of clause 26 of Schedule 2 to the Act must be evidenced by a minute signed by the Chief Executive

Officer of each of the Constituent Councils and provided to the Chief Executive Officer of the Authority, as a true and accurate record of the decision made by the delegate or at the relevant Council meeting.

4. BOARD OF MANAGEMENT

The Authority is a body corporate and is governed by the Board, which has the responsibility to manage the business and other affairs of the Authority in accordance with this Charter and any delegations made to it by the Constituent Councils.

4.1 Functions of the Board

- 4.1.1 The formulation of strategic plans and strategies aimed at improving the business of the Authority.
- 4.1.2 To provide professional input and policy direction to the Authority.
- 4.1.3 Monitoring, overseeing and measuring the performance of the Chief Executive Officer of the Authority.
- 4.1.4 Implementing effective risk management policies, practices, procedures and strategies, including by ensuring the protection of assets under the care and control of the Authority.
- 4.1.5 Ensuring that a code of ethical behaviour and integrity is established and implemented in all business dealing of the Authority.
- 4.1.6 Developing business plans.
- 4.1.7 Exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons.
- 4.1.8 Observing all plans, targets, structures, systems and practices required or applied to the Authority by the Constituent Councils.
- 4.1.9 Ensuring that all information furnished to a Constituent Council is accurate.
- 4.1.10 Ensuring that the Constituent Councils are advised, as soon as practicable, of any material development that affects the financial or operating capacity of the Authority or gives rise to the expectation that the Authority may not be able to meet its debts as and when they fall due.

4.2 Membership of the Board

- 4.2.1 The Board shall consist of seven members appointed as follows:
 - 4.2.1.1 two persons appointed by each Constituent Council, one of whom must be an officer of the Constituent Council making the appointment;
 - 4.2.1.2 one person appointed jointly by the Constituent Councils who is not a member or officer of a Constituent Council but who, in the opinion of the Constituent Councils, has expertise in waste management and/or business. This person will be chosen from a list of persons circulated to the Constituent Councils and appointed by a panel comprising the Chief Executive Officer (or nominee) and one other person from each Constituent Council nominated by the Chief Executive Officer.
- 4.2.2 With the exception of the person appointed pursuant to subclause 4.2.1.2, a Board Member shall, subject to this Charter, be appointed for a term not exceeding the term determined by the Constituent Council and specified in

the instrument of appointment and at the expiration of the term of office will be eligible for re-appointment.

- 4.2.3 The Constituent Councils may appoint either a specific Deputy for each Board Member appointed pursuant to subclause 4.2.1.1 or one non-specific Deputy for both such Board Members and a second Deputy to that Deputy. In the absence of a Board Member, the specific Deputy or the non-specific Deputy will be deemed to be the Board Member for that time or, where a non-specific Deputy and second Deputy have been appointed and both Board Members are absent then both Deputies will be deemed to be the Board Members for that time, exercising all of the rights and privileges and being subject to all of the obligations and liabilities of the Board Member(s) during the absence of the Board Member(s).
- 4.2.4 In addition to the circumstances provided for under clause 20(3) of Schedule 2 to the Act, the office of a Board Member will become vacant upon:
- 4.2.4.1 the Constituent Council (or Constituent Councils as the case may be) responsible for appointing the Board Member providing written notice to the Board Member and the Board of the Constituent Council's (or Constituent Councils') decision to remove the Board Member from office. The Board Member appointed under subclause 4.2.1.2, can only be removed from office by a unanimous decision of the Constituent Councils; or
- 4.2.4.2 if the Board Member is an elected member or officer of a Constituent Council, upon ceasing to be either an elected member of or an employee of the Constituent Council as the case may be; or
- 4.2.4.3 if the Board Member has been appointed pursuant to subclause 4.2.1.1, upon the Constituent Council withdrawing from the Authority.
- 4.2.5 The Board may by a two-thirds majority vote of the Board Members present (excluding the Board Member subject to this subclause 4.2.5) make a recommendation to the relevant Constituent Council requesting the Constituent Council to terminate the appointment of a Board Member that it has appointed under subclause 4.2.1.1 or, to all of the Constituent Councils to terminate the appointment of the Board Member appointed under subclause 4.2.1.2 for:
- 4.2.5.1 any behaviour of the Board Member which, in the opinion of the Board, amounts to impropriety and includes, but is not limited to, a breach of the Member's obligations under the Act;
- 4.2.5.2 serious neglect of duty in attending to his/her responsibilities as a Board Member;
- 4.2.5.3 breach of fiduciary duty to the Authority;
- 4.2.5.4 breach of the duty of confidentiality to the Authority; or
- 4.2.5.5 any other behaviour which, in the opinion of the Board, may discredit the Authority.
- 4.2.6 If any casual vacancy occurs in the membership of the Board it will be filled in the same manner as the original appointment for the balance of the term of the original appointment.

- 4.2.7 The Board Member appointed pursuant to subclause 4.2.1.2 shall be eligible for an allowance from the funds of the Authority as the Board shall determine from time to time.

4.3 Propriety of Members of the Board

- 4.3.1 Whilst all Board Members must comply with their statutory obligations under the Act, only the Independent Chair is required to comply with Division 2, Part 4 (Register of Interests) of Chapter 5 of the Act.

4.4 Chair of the Board

- 4.4.1 The Chair of the Board shall be the person appointed pursuant to subclause 4.2.1.2 and shall hold office for a term of three years, unless he/she resigns, is removed from office pursuant to subclause 4.2.4 or, is otherwise no longer eligible to act as a Board Member.
- 4.4.2 The Chair is eligible for re-appointment at the expiration of the term of office. The decision regarding re-appointment is made by the panel formed pursuant to subclause 4.2.1.2.
- 4.4.3 The Board will choose a person appointed pursuant to subclause 4.2.1.1 to be the Deputy Chair of the Board for a term determined by the Board.
- 4.4.4 In the event of the Chair being absent from a meeting, the Deputy Chair shall preside and in the event of both the Chair and the Deputy Chair being absent from a meeting, the Board Members present shall appoint a person from amongst themselves to chair the meeting.
- 4.4.5 In the event that the Chair either resigns or is no longer eligible to act as a Board Member prior to the expiration of their term, the Deputy Chair shall hold office until a further appointment is made pursuant to subclause 4.2.1.2 whereupon the person so appointed will hold office for the duration of the original appointment. The Deputy Chair is not entitled to any allowance that is paid to the Chair whilst acting in the office of the Chair.

4.5 Meetings of the Board

- 4.5.1 Subject to the requirements of Schedule 2 to the Act, this Charter and any direction of the Constituent Councils, the Board must determine its own meeting procedures for the proceedings and conduct of all Board meetings and set them out in a *Code of Practice for Meetings* which shall be reviewed every two years.
- 4.5.2 Ordinary meetings of the Board must take place at such times and places as may be fixed by the Board or the Chief Executive Officer of the Authority from time to time. There shall be at least six ordinary meeting of the Board held in each financial year. Meetings shall not be held before 5 p.m. unless the Board resolves otherwise by resolution supported unanimously by all of the Board Members present at the meeting which determines the issue.
- 4.5.3 An ordinary meeting of the Board will constitute an ordinary meeting of the Authority.
- 4.5.4 Notice of ordinary meetings of the Board must be given by the Chief Executive Officer to each Board Member in the same manner as notice is given by a Chief Executive Officer of a council for an ordinary meeting of

the council and for these purposes section 83 of the Act extends to the Authority as if it were a council.

- 4.5.5 Any Constituent Council or Board Member may by delivering a written request to the Chief Executive Officer of the Authority require a special meeting of the Board to be held. The request will only be valid if it is accompanied by the agenda for the special meeting. On receipt of the request the Chief Executive Officer shall send a notice of the special meeting to all Board Members at least 24 hours prior to the commencement of the special meeting. Such notice shall comply with subclauses 4.5.7 and 4.5.9 of this Charter.
- 4.5.6 The quorum for a meeting of the Board is one-half of the members in office, ignoring any fraction plus one.
- 4.5.7 All matters will be decided by a simple majority of votes of the Board Members present except where this Charter provides otherwise.
- 4.5.8 Subject to complying with their statutory obligations, all Board Members present at a meeting shall vote.
- 4.5.9 Chapter 6, Part 3 of the Act does not apply to the Authority. Meetings of the Board will not be open to the public unless the Board otherwise resolves.
- 4.5.10 Each Board Member must be supplied with a copy of all minutes of the proceedings of a meeting within five days of the meeting.
- 4.5.11 Prior to the conclusion of each meeting of the Board, the Board must identify which agenda items considered by the Board at that meeting will be the subject of an information report to the Constituent Councils.

PART III: BUSINESS & FINANCIAL REQUIREMENTS

5. STAFF

- 5.1 The Board must appoint a Chief Executive Officer of the Authority to manage the business of the Authority on terms determined by the Board, acting reasonably. The Chief Executive Officer may be a natural person or a body corporate.
- 5.2 The Chief Executive Officer shall cause records to be kept of the business and financial affairs of the Authority in accordance with this Charter.
- 5.3 In the absence or likely absence of the Chief Executive Officer for any period exceeding two weeks, a suitable person to act in the position of Chief Executive Officer of the Authority must be appointed by the Chief Executive Officer after consultation with the Chair or, in default, by the Chair.
- 5.4 The Chief Executive Officer is responsible for the day to day management of the Authority and will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Authority.
- 5.5 The functions of the Chief Executive Officer shall be specified in the terms and conditions of appointment and shall include but not be limited to:
 - 5.5.1 attending at all meetings of the Board unless excluded by resolution of the Board;
 - 5.5.2 ensuring that lawful decisions of the Board are implemented in a timely and efficient manner;
 - 5.5.3 providing information to assist the Board to assess the Authority's performance against its Strategic and business plans;

- 5.5.4 appointing, managing, suspending and dismissing other employees of the Authority;
 - 5.5.5 determining the conditions of employment of employees of the Authority, within budgetary constraints set by the Board;
 - 5.5.6 providing advice and reports to the Board on the exercise and performance of the powers and functions under this Charter or any Act;
 - 5.5.7 ensuring that the Authority is at all times complying with all relevant statutory obligations;
 - 5.5.8 co-ordinating and initiating proposals for consideration of the Board including but not limited to continuing improvement of the operations of the Authority;
 - 5.5.9 ensuring that the assets and resources of the Authority are properly managed and maintained;
 - 5.5.10 ensuring that records required under the Act or any other legislation are properly kept and maintained;
 - 5.5.11 exercising, performing or discharging other powers, functions or duties conferred on the Chief Executive Officer by or under the Act or any other Act, and performing other functions lawfully directed by the Board;
 - 5.5.12 achieving financial outcomes in accordance with adopted plans and the Budget of the Authority;
 - 5.5.13 inviting any person to attend at a meeting of the Board to act in an advisory capacity; and
 - 5.5.14 providing reports to the Constituent Councils in accordance with subclause 4.5.19.
- 5.6 The Chief Executive Officer may delegate or sub-delegate to an employee of the Authority any power or function vested in the Chief Executive Officer or, in the case of a sub-delegation, any power delegated to the office by the Board. A delegation or sub-delegation by Chief Executive Officer may be subject to any conditions or limitations as determined by the Chief Executive Officer.
- 5.7 A written record of all delegations and sub-delegations must be kept by the Chief Executive Officer.
- 5.8 The Chief Executive Officer and any other officer declared by the Board to be subject to this provision is required to comply with Division 2 of Part 4 of Chapter 7 (Register of Interests) of the Act. Section 118 (Inspection of Register) of the Act and section 119 (Restrictions on disclosure) of the Act will apply in respect of the returns furnished by officers of the Authority.

6. MANAGEMENT

6.1 Financial Management

- 6.1.1 The Authority must ensure that appropriate policies, practices and procedures of internal control are implemented and maintained in order to assist it to carry out its activities in an efficient and orderly manner to achieve its objectives, to ensure adherence to management policies, to safeguard its assets and to secure (as far as possible) the accuracy and reliability of its records.
- 6.1.2 The Authority must establish and maintain a bank account with such

banking facilities and at a bank to be determined by the Board.

- 6.1.3 Any cheques must be signed by two persons authorised by resolution of the Board. Any payments made by Electronic Funds Transfer must be made in accordance with procedures which have received the prior written approval of the Board.
- 6.1.4 The Chief Executive Officer must act prudently in the handling of all financial transactions for the Authority and must provide quarterly financial and corporate reports to the Board.
- 6.1.5 The Authority's books of account are available for inspection by any Board Member or authorised representative of any Constituent Council at any reasonable time on request.

6.2 Borrowings and Expenditure

- 6.2.1 The Authority has the power to incur expenditure and/or to borrow money:
 - 6.2.1.1 in accordance with the Budget of the Authority; or
 - 6.2.1.2 pursuant to the provisions of subclauses 1.5.7 and 6.2.4 of this Charter; or
 - 6.2.1.3 with the prior approval of two-thirds of the Constituent Councils for amounts which do not exceed 25% of the value of the net assets of the Authority and with the prior approval of all the Constituent Councils for other amounts, which approval must be evidenced by formal resolution of the Councils, or
 - 6.2.1.4 otherwise for genuine emergency or hardship.
- 6.2.2 For the purpose of exercising the powers at clause 6.2.1 of this Charter the Authority may borrow money from the Local Government Finance Authority or from a registered bank or financial institution within Australia.
- 6.2.3 For the purposes of clause 6.2.2 but subject to this Charter borrowings of the Authority:
 - 6.2.3.1 must not be used for the purpose of funding operational costs; and
 - 6.2.3.2 where the borrowings are undertaken with the prior approval of the Constituent Councils, must be drawn down within a period of twenty-four months from the date of approval.
- 6.2.4 The Authority may operate an overdraft facility or facilities as required provided that the overdrawn balance must not exceed \$100 000 or the amount set out in the annual business plan, whichever is the greater, without the prior approval of two-thirds of the Constituent Councils.

6.3 Audit

- 6.3.1 The Authority shall appoint an auditor in accordance with the *Local Government (Financial Management) Regulations 2011*, on terms and conditions set by the Board.

6.4 Strategic Plan

The Authority shall:

- 6.4.1 prepare a five-year Strategic Plan linking the core business activities of the Authority to strategic, operational and organisational requirements with

supporting financial projections setting out the estimates of revenue and expenditure as necessary for the period; and

6.4.2 review the Strategic Plan annually; and

6.4.3 consult with the Constituent Councils prior to adopting or amending the Strategic Plan.

6.5 Annual Business Plan and Budget

6.5.1 The Authority shall, after 31 May but before the end of June in each financial year, prepare and adopt an annual business plan and Budget for the ensuing financial year in accordance with the Act.

6.5.2 The draft annual business plan and the draft Budget must be referred to the Constituent Councils with sufficient time to receive any comments from the Councils for consideration by the Board at the time it is considered by the Board for adoption.

6.5.3 For the purposes of subclause 6.5.2, a Constituent Council may comment in writing to the Chief Executive Officer on the draft annual business plan and draft Budget but may only do so at least five business days before the Board meeting at which it will be considered

6.5.4 The Authority must provide a copy of its annual business plan and Budget to the Constituent Councils within five business days after adoption by the Board.

6.5.5 Reports summarising the financial position and performance of the Authority against the annual business plan and the Budget shall be prepared and presented to the Board every three calendar months and copies provided to the Constituent Councils within five days of the Board meeting to which they have been presented.

6.6 Reporting

6.6.1 The Authority must submit to the Constituent Councils by 30 September in each year in respect of the immediately preceding financial year, a report on the work and operations of the Authority detailing achievement of the aims and objectives of its Business Plan and incorporating the audited Financial Statements of the Authority and any other information or reports required by the Constituent Councils.

6.6.2 The Board shall present a balance sheet and full financial report to the Constituent Councils at the end of each financial year.

7. MISCELLANEOUS

7.1 Equitable Interest

7.1.1 Subject to subclause 7.1.2 the equitable interest of the Constituent Councils in the Authority is agreed as follows:

7.1.1.1 City of Holdfast Bay: 15%.

7.1.1.2 City of Marion: 30%.

7.1.1.3 City of Onkaparinga: 55%.

7.1.2 The equitable interests of the Constituent Councils in the Authority as set out at subclause 7.1.1 may be varied by agreement of the Constituent Councils and will be varied where a new Constituent Council or Councils is admitted to or and existing Constituent Council withdraws from the Authority pursuant to Clause 3.1.

7.2 Insurance Requirements

- 7.2.1 The Authority shall register with the Local Government Mutual Liability Scheme and comply with the Rules of that Scheme.
- 7.2.2 The Authority shall advise Local Government Risk Management Services of its insurance requirements relating to Local Government Special Risks including buildings, structures, vehicles and equipment under the management, care and control of the Authority.
- 7.2.3 The Authority must register with the Local Government Workers Compensation Scheme and comply with the Rules of that Scheme.

7.3 Winding Up and Statutory Guarantee

- 7.3.1 On winding up of the Authority, the surplus assets or liabilities of the Authority, as the case may be, shall be distributed between or becomes the responsibility of the Constituent Councils in the same proportion as their equitable interest in the Authority in accordance with subclause 7.1.
- 7.3.2 If there are insufficient funds to pay all expenses due by the Authority on winding up (or at any other time there are unfunded liabilities which the Authority cannot meet), the Constituent Councils must financially contribute in proportion to their equity share for the purpose of satisfying their statutory guarantee of the liabilities of the Authority.

7.4 Common Seal

- 7.4.1 The Authority will have a common seal, which may be affixed to documents requiring execution under seal and where affixed must be witnessed by two Board Members or where authority has been conferred by instrument executed under the common seal of the Authority, by the Chair of the Board and the Chief Executive Officer.
- 7.4.2 The common seal must not be affixed to a document except to give effect to a resolution of the Board.
- 7.4.3 The Chief Executive Officer must maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with the particulars of persons who witnessed the fixing of the seal and the date that the seal was affixed.

8. DISPUTE RESOLUTION

8.1 About this clause:

- 8.1.1 The procedure in this clause must be applied to any dispute that arises between the Authority and a Constituent Council concerning the affairs of the Authority, or between Constituent Councils concerning the affairs of the Authority, including as to the meaning or effect of this Charter.
- 8.1.2 The Authority and a Constituent Council must continue to observe and perform this Charter despite the dispute.
- 8.1.3 This clause does not prejudice the right of a party:
 - 8.1.3.1 to require the continuing observance and performance of this Charter by all parties; or

- 8.1.3.2 to institute proceedings to enforce payment due under this Charter or to seek injunctive relief to prevent immediate and irreparable harm.
- 8.1.4 Subject to this clause, a dispute must not be the subject of legal proceedings between any of the parties in dispute. If legal proceedings are initiated or continued in breach of this provision, a party to the dispute is entitled to apply for and be granted an order of the court adjourning those proceedings pending completion of the procedure set out in this clause.

8.2 Dispute Resolution Process

- 8.2.1 The Constituent Councils and the Authority agree to work together in good faith to resolve any matter requiring their direction or resolution.
- 8.2.2 A party to the dispute must promptly notify each other party to the dispute:
 - 8.2.2.1 of the nature of the dispute, giving reasonable details; and
 - 8.2.2.2 what action (if any) the party giving notice thinks will resolve the dispute; but a failure to give such notice does not entitle any other party to damages.
- 8.2.3 Upon receipt of a notice under subclause 8.2.2, the parties to a dispute may agree to refer the dispute for mediation by a mediator agreed by the parties or, if no agreement can be reached, a mediator nominated by the then President of the of the South Australian Bar Association (or equivalent officer of any successor organisation). The cost of any mediation are to be borne by the parties to the dispute in equal shares.
- 8.2.4 Where the parties are unable to resolve a matter (including by way of any mediation process) within ninety (90) days of the matter being presented to them, the matter will be referred for arbitration in accordance with this clause 8.2.
- 8.2.5 There must be only one arbitrator who must be a natural person agreed by the parties or, if they cannot agree within fourteen business days, an arbitrator nominated by the then Chairperson of the Resolution Institute.
- 8.2.6 The role of the arbitrator is to resolve the dispute and make decisions binding on the parties; The arbitration must take place in a location in Adelaide determined by the arbitrator.
- 8.2.7 A party must cooperate in arranging and expediting arbitration.
- 8.2.8 A party must send to the arbitration a senior manager with authority to resolve the dispute.
- 8.2.9 The parties may provide evidence and given written and verbal submissions to the arbitrator within the time set by the arbitrator.
- 8.2.10 The arbitrator must:
 - 8.2.10.1 consider the evidence and submissions, decide the dispute; and
 - 8.2.10.2 give written reasons to each party.
- 8.2.11 Subject to this clause, the arbitration must take place in accordance with the provisions of the *Commercial Arbitration Act 2011* or subject to this clause, the arbitrator must fix the rules of arbitration.
- 8.2.12 The costs and expenses of the arbitrator and of each party must be borne as the arbitrator decides.

9. CIRCUMSTANCES NOT PROVIDED FOR

If any circumstances arise about which this Charter is silent, incapable of taking effect or being implemented according to its strict provisions, the Board has the power to consider the circumstance and determine the action to be taken.

CHRIS ADAMS
Chief Executive Officer

Attachment 2



17 November 2022

Mr Roberto Bria
Chief Executive Officer
City of Holdfast Bay
PO Box 19
BRIGHTON SA 5048

Dear Roberto

Appointment of Members to the SRWRA Board

SRWRA is seeking the appointment and re-appointment of members to the SRWRA Board, as some memberships have expired with the recent end of term of council.

The City of Holdfast Bay's current membership is:

Members	End of Term	Council Member Position Held
Mr Roberto Bria	Expired 10/11/2022	Member - Council Officer
Mr John Smedley	Expired 10/11/2022	Member - Elected
Deputy Members	End of Term	Council Member Position Held
Vacant	-	Member – Council Officer
Cr Clare Lindop	Expired 10/11/2022	Member - Elected

In accord with clause 4.2 of the SRWRA Charter 2022, we are seeking membership based on one Elected Member and one Council Officer, with Deputy Members holding the same positions. It is recommended that two Deputy Members be appointed to ensure business continuity across Board meetings.

Constituent Councils may set the term of appointment at their discretion, with general practice being for the term of Council. It is recommended however, to consider applying the proposed terms in the table below to ensure business continuity over the end of the council term period.

Proposed membership:

Board Members	Positions	Proposed Term of Appointment
Elected Members	Member - Deputy Member	End of Council Term
Council Officers	Member - Deputy Member	30 June in the year following the end of the Council term.

The first meeting of the SRWRA Board for 2023 is scheduled to be held in March.

We look forward to receiving confirmation of appointment and/or re-appointment of members to the SRWRA Board in due course.

Yours sincerely

A handwritten signature in blue ink, appearing to be 'Chris Adams', with a stylized, flowing script.

Chris Adams
Chief Executive Officer

Item No: 16.5

Subject: **ELECTED MEMBER APPOINTMENTS TO THE EXECUTIVE COMMITTEE**

Date: 13 December 2022

Written By: Executive Assistant to General Manager, Strategy and Corporate

General Manager: Strategy and Corporate, Ms P Jackson

SUMMARY

Council established an Executive Committee pursuant to Section 41 of the *Local Government Act 1999* with responsibility for undertaking the annual performance appraisal of the Chief Executive Officer.

Following the recent Local Government Elections it is necessary for Council to appoint Elected Members to its Executive Committee.

RECOMMENDATION

That Council appoints the following Elected Members to the Executive Committee for the term of Council (or as otherwise determined by Council):

- **The Mayor**
 - **Deputy Mayor**
 - **Councillor _____ - Seacliff Ward**
 - **Councillor _____ - Brighton Ward**
 - **Councillor _____ - Somerton Ward**
 - **Councillor _____ - Glenelg Ward**
-

STRATEGIC PLAN

Statutory compliance

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Local Government Act 1999

BACKGROUND

Council established an Executive Committee pursuant to Section 41 of the *Local Government Act 1999* (the Act) with responsibility for undertaking the annual performance appraisal of the Chief Executive Officer to:

- recommend to Council the form and process of the Chief Executive Officer's annual performance appraisal;
- undertake the annual performance appraisal; and
- provide a report and to make recommendations to Council on any matters arising from the annual performance appraisal.

At the end of 2021, several changes were made to the Act relating to the appointment, performance review and termination of Chief Executive Officer (CEO). Section 102A provides that a council must review the performance of its CEO at least once in each year. In addition, the council must obtain and consider the advice of a qualified independent person for the purposes of the review. The Independent Member of the Executive Committee must have recent and relevant human resource management, business, industrial relations, psychology, or law qualifications and must not be an employee of the City of Holdfast Bay as required under Section 102A of the Local Government Act 1999.

The Executive Committee's authority extends to making recommendations to Council and does not have any authority to make decisions in relation to the Chief Executive Officer's employment arrangements.

REPORT

The Terms of Reference for the Executive Committee (adopted by Council on 10 May 2022) provide for the membership of the Committee to comprise of:

- a. The Mayor;
- b. The Deputy Mayor;
- c. Four other Elected Members being one from each Council ward, appointed by Council; and
- d. an Independent qualified person.

Refer Attachment 1

Members of the Executive Committee are appointed by Council. Elected Members are appointed for the term of Council or as otherwise determined by Council.

The Mayor, or in his/her absence, the Deputy Mayor is the Chairperson of the Executive Committee.

The Independent Member is appointed for a term not exceeding three years. On expiry of their term, the Independent Member may be re-appointed by Council.

As the previous Council was in its final year of term when the changes were made to the Act, the Independent Member was appointed for the purpose of the 2022 review process with the appointment of an Independent Member to be considered by the new Council.

BUDGET

Expenditure incurred in the operation of the Executive Committee are managed within the operational budget of the General Manager, Strategy and Corporate.

LIFE CYCLE COSTS

This report does not have any full life cycle cost implications.

Attachment 1





C100522/2598A

EXECUTIVE COMMITTEE TERMS OF REFERENCE

1. The Executive Committee is a committee established under section 41 of the Local Government Act 1999.
2. The objective of the Executive Committee is to undertake the annual performance appraisal of the Chief Executive Officer.
3. The functions of the Executive Committee are:
 - a. To recommend to Council the form and process of the Chief Executive Officer's annual performance appraisal;
 - b. To undertake the annual performance appraisal;
 - c. To provide a report and to make recommendations to Council on any matters arising from the annual performance appraisal.
4. The Executive Committee's authority extends to making recommendations to Council and does not have any authority to make decisions in relation to the Chief Executive Officer's employment arrangements.
5. Membership of the Executive Committee comprises:
 - a. The Mayor;
 - b. The Deputy Mayor;
 - c. Four other Elected Members being one from each Council ward, appointed by Council; and
 - d. an Independent qualified person.
6. The Independent Member of the Executive Committee must have recent and relevant human resource management, business, industrial relations, psychology, or law qualifications and must not be an employment of the City of Holdfast Bay as required under section 102A of the Local Government Act 1999.
7. Members of the Executive Committee are appointed by Council. Elected Members are appointed for the term of Council or as otherwise determined by Council. The Independent Member are appointed for a term not exceeding 3 years. On expiry of their term, the Independent Member may be re-appointed by Council.
7. The Mayor, or in his/her absence, the Deputy Mayor is the Chairperson of the Executive Committee.
8. Meetings are conducted in accordance with Part 3 of *the Local Government (Procedures at Meetings) Regulations 2000*.
9. Minutes of the Executive Committee meetings will be presented to Council as soon as practicable.



C100522/2598A

10. Meetings will be open to the public unless sec 90(3) of the *Local Government Act 1999* applies.
11. A quorum comprises 4 members and no business can be transacted unless a quorum is present.
12. Members shall be provided not less than 3 clear days' notice in writing of the time and place of an ordinary meeting of the Executive Committee and 4 hours' notice of the time and place of a special meeting.

Item No: 16.6

Subject: **ELECTED MEMBER APPOINTMENTS TO THE AUSTRALIA DAY AWARDS SELECTION PANEL**

Date: 13 December 2022

Written By: Event Coordinator, City Activation

General Manager: Community and Business, Ms M Lock

SUMMARY

This report seeks endorsement for the nomination of two Elected Members to sit on the Australia Day Awards Selection Panel, commencing immediately until the end of the Council term.

The Selection Panel will consist of the Mayor, two Elected Members, and Chief Executive Officer, supported by Council Administration.

RECOMMENDATION

That Council appoints Councillors _____ and _____ to be the two Elected Members to reside on the Australia Day Awards Selection Panel, commencing immediately until the end of the Council term.

STRATEGIC PLAN

Wellbeing - Good health and economic success in an environment and a community that supports wellbeing.

COUNCIL POLICY

Civic Functions, Awards and Ceremonies Policy

STATUTORY PROVISIONS

Not applicable.

BACKGROUND

Each year Council seeks nominations in the Australia Day Citizen of the Year Awards, which encompasses the Young Citizen of Year and the Community Event of the Year. Nominations are submitted online via the Citizen of the Year website, which is administered by the Australia Day Council of SA. Nominations can be submitted all year round, with a targeted marketing campaign commencing on the 1st of October. Nominations for the awards close on the third

Friday in November, with the Selection Panel meeting in late December to finalise the winners to enable their entries to also be submitted in the State Awards.

The winners of each Award are recognised at Council's Australia Day celebrations which are held on the 26 January at the Glenelg foreshore in conjunction with the Citizenship Ceremony.

REPORT

Administration is seeking endorsement for nominations from the Elected Members for two Councillors, in addition to the Mayor, to sit on the Australia Day Awards Selection Panel.

The Selection Panel utilises both 'The Australia Day Citizen of the Year Awards – Guidance and Criteria for Local Government Authorities 2023' provided by the Australia Day Council of SA, in conjunction with Council's Civic Functions, Awards and Ceremonies Policy.

Nominations are sought in the following four categories:

- Citizen of the Year
- Young Citizen of the Year
- Community Event of the Year
- Award for Active Citizenship

Both the '*Citizen of the Year*', '*Young Citizen of the Year*' and the '*Active Citizenship*' use the following scoring categories, for the submissions to be assessed against:

- Contribution to the Community
- Scope of impact on the Local Government area
- Inspirational Role Model

Whilst the '*Community Event of the Year*' uses the following scoring categories, for the submissions to be assessed against:

- Quality of Event
- Scope of impact on the Local Government area
- Contribution to the Community

The score ranking guide is provided by the Australia Day Council of SA. Each of the 4 categories can receive a score between one [being the lowest] and five [being the highest]. All Selection Panel Members scores are added together and a percentage out of 15 is worked out, to clarify their ranking.

BUDGET

Nil

LIFE CYCLE COSTS

Not applicable

Item No: 16.7

Subject: **ELECTED MEMBER APPONTMENTS TO THE JETTY ROAD MAINSTREET COMMITTEE**

Date: 13 December 2022

Written By: Jetty Road Development Coordinator

General Manager: Community and Business, Ms M Lock

SUMMARY

The Jetty Road Mainstreet Committee (JRMCC) is established to advise Council on promoting the Jetty Road, Glenelg Precinct (the Precinct) as a vibrant shopping, leisure and recreational area with year round appeal and furthering the economic development of the Precinct and encouraging further retail investment in the Precinct.

The JRMCC is an advisory committee of the City of Holdfast Bay formed under Section 41 of the *Local Government Act 1999*.

Under the Terms of Reference, the JRMCC Membership shall consist of up to 13 members, who shall be appointed by Council.

Following the Local Government elections, Council needs to appoint two members from either the Somerton or Glenelg wards to the JRMCC.

RECOMMENDATION

1. **That Council appoints Councillors _____ and _____ to the Jetty Road Mainstreet Committee for the term of Council.**
 2. **That the Mayor attends a minimum of one meeting of the Jetty Road Mainstreet Committee per quarter as a member with non-voting rights.**
-

COMMUNITY PLAN

Economy: Supporting and growing local business

Economy: Making it easier to do business

Economy: Boosting our visitor economy

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Section 41 (Committees) of the *Local Government Act 1999*.

BACKGROUND

The Jetty Road Glenelg Precinct (the Precinct) is recognised throughout South Australia and beyond as one of the best examples of a thriving traditional retail, hospitality and business district, servicing the needs of the community and around two million visitors each year. In 1994, the former City of Glenelg established the Jetty Road Mainstreet Board (the Board) with the aim of supporting the Precinct to flourish and expand, to strengthen partnerships between businesses, the Council and local community. In 2007, the name was changed to the Jetty Road Mainstreet Management Committee (JRMMC), followed by a further name change in 2016 to the Jetty Road Mainstreet Committee (JRMC).

The Jetty Road Mainstreet Committee is a Section 41 Committee of Council and is established to advise Council on promoting the Precinct as a vibrant shopping, leisure and recreational area with year round appeal and furthering the economic development of the Precinct and encouraging further retail investment in the Precinct.

The objectives of the Committee are to advise Council on:

- Enhancing and promoting the Precinct as a vibrant shopping, leisure and recreational area with year round appeal to residents and visitors.
- Furthering the economic development of the Precinct and encouraging further retail investment in the Precinct.
- A consistent marketing and brand strategy for the Precinct.
- Initiatives required to operate the Precinct in accordance with the Council's Strategic Management Plans.
- The Committee will also maintain communication between the Council, traders, landlords, tourism providers, consumers and residents in the Precinct.

REPORT

The Committee operates in accordance with the Jetty Road Terms of Reference.

Refer to Attachment 1

Under the Terms of Reference, the JRMC shall consist of up to 13 members who are a mix of the Glenelg Mainstreet Precinct (Jetty Road, Glenelg) business owners, commercial property owners,

Elected Members of Council and up to two independent members, who shall be appointed by Council including:

- a maximum of nine persons who are either landlords or traders in the Precinct and are contributing to the separate rate;
- up to two independent members, if the Committee wishes, who have relevant skills and experience which will benefit the Committee;
- two Elected Members being Council Members who are from either the Somerton or Glenelg wards; and
- the Mayor to attend one meeting of the Committee per quarter with no voting rights (ex officio).

Committee members are appointed for a term not exceeding two years with the current term expiring on 31 March 2023. Elected Members are appointed for the term of Council.

The Committee meets on the first* Wednesday of every month.

* The December 2022 JRMCM Meeting date has been moved to the second Wednesday of the month (14 December 2022) to accommodate and allow the newly appointed Elected Members to attend.

Following the Local Government Election, two Elected Members are to be appointed to the JRMCM.

BUDGET

Sitting fees do not apply to positions on the Jetty Road Mainstreet Committee.

LIFE CYCLE COSTS

Not applicable

Attachment 1





Jetty Road Mainstreet Committee Terms of Reference

Endorsed by Council at its meeting held 8 February 2022 minute reference C080222/2543

1. Background/Preamble

The Jetty Road Glenelg Precinct (“the Precinct”) is recognised throughout South Australia and beyond as one of the best examples of a thriving traditional retail, hospitality and business district, servicing the needs of the community and around two million visitors each year.

In 1994, the former City of Glenelg established the Jetty Road Mainstreet Board (“the Board”) with the aim of supporting the Precinct to flourish and expand, to strengthen partnerships between businesses, the Council and local community. In 2007, the name was changed to the Jetty Road Mainstreet Management Committee (JRMMC) and later, to the Jetty Road Mainstreet Committee (JRMCM).

2. Establishment

The Jetty Road Mainstreet Committee (JRMCM) is an advisory committee of the City of Holdfast Bay formed under Section 41 of the *Local Government Act 1999*.

3. Objectives

The JRMCM is established to advise Council on:

- 3.1 Enhancing and promoting the Precinct as a vibrant shopping, leisure and recreational area with year round appeal to residents and visitors.
- 3.2 Furthering the economic development of the Precinct and encouraging further retail investment in the Precinct.
- 3.3 A consistent marketing and brand strategy for the Precinct.
- 3.4 Initiatives required to operate the Precinct in accordance with the Council’s Strategic Management Plans.
- 3.5 The Committee will also maintain communication between the Council, traders, landlords, tourism providers, consumers and residents in the Precinct.

4. Purpose

The purpose of the JRMCM is to:

- 4.1 Recommend a strategic management and financial plan for the Precinct for a period of at least four years for consideration and adoption by Council;
- 4.2 Promote the Precinct and to encourage its use by residents, visitors and the

Jetty Road Mainstreet Committee Terms of Reference

greater community in general;

- 4.3 To make recommendations to Council in relation to the maintenance and upgrade of the Precinct's existing infrastructure and physical appearance to ensure it is maintained to a high standard in keeping with a historic seaside village concept;
- 4.4 To recommend annually to Council a budget to support the performance of its activities and functions. Through regular reporting to Council on the JRMC's financial and general performance, monitor the aspects of the budget approved by Council relating to the JRMC and the Precinct.

5. Code of Conduct

- 5.1 All members of the Jetty Road Mainstreet Committee are required to operate in accordance with Part 4 of the *Local Government Act 1999*, in that they are required at all times to:
 - 5.1.1 act honestly in the performance and discharge of official functions and duties;
 - 5.1.2 act with reasonable care and diligence;
 - 5.1.3 not make improper use of information or his or her position; and
 - 5.1.4 abide by the Elected Member Code of Conduct.
- 5.2 All members of the Committee will support as one the recommendations of the Committee and Council and will work with other members of the Committee and with employees of the City of Holdfast Bay in a respectful and professional manner at all times.
- 5.3 The JRMC is subject to compliance with all City of Holdfast Bay policies, plans and procedures.
- 5.4 The Conflict of Interest Provisions under the *Local Government Act 1999* shall apply to all members of the JRMC as if members of the JRMC were Members of Council.
- 5.5 The general duties contained in Section 62 of the *Local Government Act 1999* apply to all members of the JRMC as if members of the JRMC were members of Council.

6. Meetings

- 6.1 Meetings will be held at least once every 2 months.
- 6.2 All meetings of the JRMC shall held in a place open to the public except in special circumstances as defined by section 90 of the *Local Government Act 1999*.
- 6.3 A Notice of Meetings showing the meeting dates, times and locations will be prepared every 12 months and published on Council's web-site, and be displayed in a place or places determined by the CEO.
- 6.4 Meetings will not be held before 5:00pm unless the Committee resolves otherwise by a resolution supported by a two-thirds majority of members of the Committee.

Jetty Road Mainstreet Committee Terms of Reference

- 6.5 A special meeting can be called by the Chief Executive Officer of the Council at the request of the Presiding Member or at least two members of the JRMC to deal with urgent business at any time. A request for a special meeting must include details of the time, place and purpose of the meeting which will be included in the notice of the special meeting.
- 6.6 Each notice of meeting, agenda and reports for each JRMC meeting shall be placed on the Council's website.
- 6.7 Members of the public have access to all documents relating to the JRMC unless prohibited by resolution of the Committee under the confidentiality provisions of section 91 of the *Local Government Act 1999*.

7. Membership

- 7.1 The Jetty Road Mainstreet Committee (JRMC) will consist of up to 13 persons with a maximum of 9 persons who are either landlords or traders in the precinct and are contributing to the separate rate.
- 7.2 The Jetty Road Mainstreet Committee may, if it wishes to do so, appoint up to 2 independent members, in addition to the 9 representatives from landlords and traders, who have relevant skills and experience which will benefit the committee without the requirement to be either landlords or traders in the precinct contributing to the separate rate.
- 7.3 The membership of the Committee will consist of two (2) Elected Members being Council members who are from either the Somerton or Glenelg wards. The Mayor shall attend one meeting of the Committee per quarter with no voting rights.
- 7.4 Members of the JRMC are appointed by the Council.
- 7.5 Elected Members and committee members are appointed for a term not exceeding 2 years. On expiry of their term, a member may be re-appointed by Council for a further two year term.
- 7.6 The JRMC may make recommendations to the Council regarding the reappointment of any member, at the expiration of the member's term of office and the reappointment is entirely at the discretion of council.
- 7.7 A JRMC Committee Member's office will become vacant if:
- 7.7.1 In the case of the Elected Members of the Council, appointed by the Council to the JRMC, the Elected Member ceasing to hold office as an Elected Member of the Council; and
 - 7.7.2 In the case of the other Management Committee Members appointed in accordance with Clause 7.1:
 - upon the Council removing that person from office; or
 - the member resigning their position from the JRMC.
 - upon the member no longer either landlords or traders in the precinct and are contributing to the separate rate.
- 7.8 If Council proposes to remove a Committee Member from the Committee, it must

Jetty Road Mainstreet Committee Terms of Reference

give written notice to the Committee Member of its intention to do so and provide that Member with the opportunity to be heard at an Executive Committee meeting, if that Committee Member so requests.

- 7.9 If any Committee Member is absent for three consecutive meetings of the JRMC without leave of the JRMC, the JRMC may recommend to the Council that it remove that Member from office and appoint another person as a Committee Member for the unexpired term.
- 7.10 The removal of a Committee Member and appointment of another Committee Member pursuant to this Clause shall be entirely at the Council's discretion.
- 7.11 In the event of a vacancy in the office of a Committee Member, the Council shall, if it deems fit, appoint another person as a Committee Member on such terms and conditions as it thinks fit.
- 7.12 Each Committee Member must participate in the Council orientation and induction program for Committee Members and must attend all education and training programs as required by the Council from time to time.

8. Method of Appointment of Committee Members

- 8.1 The method of appointment of the Committee Members will be as follows:
 - 8.1.1 At the expiry of each committee member's term, if not eligible for reappointment, the Council will advertise the vacancies and seek nominations for the positions of the committee members of the JRMC.
 - 8.1.2 The Council will call for nominations from either landlords or traders in the precinct and are contributing to the separate rate and will assess these nominations against the following criteria:
 - Retail business experience
 - Marketing and/or advertising experience
 - Retail property management experience
 - Experience as a member of a Board of Management or similar governing body
 - Availability to attend meetings
 - 8.1.3 If the committee recommends to Council that it believes that the committee would benefit from independent members appointed to the committee with specialist skills the Council would advertise for up to 2 independent members who had skills/experience in the following areas:
 - Tourism
 - Events
 - Marketing
 - Food and Dining
 - Economic Development
 - Property Development
 - Investment Attraction
 - Urban Planning and Design

Jetty Road Mainstreet Committee Terms of Reference

- 8.2 The selection panel will comprise of a member of the JRM C, the Mayor, one elected member appointed to the committee and the Chief Executive Officer of the Council. Which elected member will be mutually agreed by the two Elected Members on the committee. In the event that the two members cannot agree, the Mayor will decide.
- 8.3 The selection panel will make a recommendation to Council as to the appointment of the committee members for consideration and appointment by the Council.

9. Office Bearers

- 9.1 At the first meeting of the JRM C in every second financial year, the JRM C shall appoint, for a bi-annual term, a Presiding Member and a Deputy Presiding Member from amongst the Committee Members. The Presiding Member of the Committee is the committee's official spokesperson.
- 9.2 The Presiding Member and Deputy Presiding Member are to be appointed from those members who are not Elected or Independent Members of the City of Holdfast Bay.
- 9.3 The Deputy Presiding Member will act in the absence of the Presiding Member and if both are absent from a meeting of the JRM C, the Committee members will choose a Committee Member from those present, who are not Elected Members of the City of Holdfast Bay, to preside at the meeting as the Acting Presiding Member.

10. Voting Rights

- 10.1 All members have equal voting rights.
- 10.2 All decisions of the JRM C shall be made on the basis of a majority decision of the JRM C members present.
- 10.3 Unless required by legislation not to vote, each member must vote on every matter which is before the JRM C for decision.
- 10.4 The Presiding Member has a deliberative vote, and in the event of an equality of votes has a casting vote.

11. Meeting Procedures

- 11.1 Meetings of the JRM C will be conducted in accordance with the *Local Government Act 1999, Part 3 of the Local Government (Procedures at Meetings) Regulations 2000*, these Terms of Reference and any applicable Code of Practice adopted by the Council.
- 11.2 In so far as the *Local Government Act 1999, Part 3 of the Local Government (Procedures at Meetings) Regulations 2000*, the Council's Code of Practice – Procedures at Meetings as applicable to the JRM C and the Terms of Reference does not specify a procedure to be observed in relation to the conduct of a meeting of the JRM C, then the JRM C may determine its own procedure.
- 11.3 If a member of the JRM C is unable to attend a meeting, they may participate in the meeting by telephone or video conference, in accordance with any procedures prescribed by the regulation or determined by the council under section 89 LG Act and

Jetty Road Mainstreet Committee Terms of Reference

provided that any members of the public attending the meeting can hear the discussion between all committee members.

- 11.4 The decision of the person presiding at the meeting of the Committee in relation to the interpretation and application of meeting procedures is final and binding on the Committee.
- 11.5 A special meeting can be called by the Chief Executive Officer of the Council at the request of the Chair or at least two members of the JRMCM to deal with urgent business at any time. A request for a special meeting must include details of the time, place and purpose of the meeting which will be included in the notice of the special meeting. All Members must be given at least four hours' notice of a special meeting.
- 11.6 All decisions of the JRMCM shall be made on the basis of a majority of the members present in person or via provisions in 11.3.
- 11.7 The presiding member has the right to refuse a motion without notice if he/she thinks that the matter should be considered by way of a written notice of motion, of if he/she believes the motion is vexatious, frivolous or outside of the scope of the Committee.
- 11.8 The presiding member has the right to end debate if he/she believes that the matter has been canvassed sufficiently, taking into account the Guiding Principles of the *Local Government (Procedures at Meetings Regulations) 1999*.

12. Quorum

- 12.1 A quorum will be half of the Committee plus one, ignoring any fractions. No business can be transacted at a meeting of the JRMCM unless a quorum is present

13. Minutes of Meetings

- 13.1 Minutes of the JRMCM meetings will be placed on Council's website and a copy provided to all Council and JRMCM members within 5 days of a meeting of the JRMCM.
- 13.2 Minutes of the JRMCM meetings will be presented to the next meeting of the Council for their information and endorsement.
- 13.3 Where necessary the minutes of JRMCM will include commentary relevant to the decisions made by the committee. This is not a verbatim record of the meeting.

14. Financial Management

- 14.1 The JRMCM financial records will be maintained by the council.
- 14.2 The JRMCM will present to the Council for its consideration and adoption, a proposed annual budget for its activities for the ensuing financial year within the timeframes established by Council for its annual budget preparation cycle.
- 14.3 The financial year shall be from 1 July to 30 June in the following year.

15. Reporting Requirements

Jetty Road Mainstreet Committee Terms of Reference

- 15.1 The JRMC will prepare a quarterly report to Council on the activities of the Committee reporting on in particular:
- Strategy – the adopted strategic management and financial plan for the Precinct including stakeholder engagement and resources
 - Promotion – promotional activities undertaken to promote their precinct, attendances of residents and visitors
 - Jetty Road Master Plan – provide recommendations to Council in relation to the upgrade of the Precinct’s existing infrastructure and physical appearance aligned with the Jetty Road Master Plan.
 - Financial Performance - financial and general performance, monitor the aspects of the budget approved by Council relating to the JRMC and the Precinct.
- 15.2 The JRMC shall at least once per year, review its own performance, terms of reference and membership and provide a report to council including any recommended changes.
- 15.3 The JRMC presiding member will report to council annually summarizing the activities of the JRMC during the previous financial year.
- 15.4 The JRMC will provide a report for inclusion in the Council’s Annual Report on the outcomes of the annual performance review.

16. Secretariat and Support

- 16.1 The Council will employ and manage appropriate Administrative staff¹ to assist the Committee to meet its objectives.
- 16.2 The Chief Executive Officer will ensure that the JRMC has access to reasonable administrative resources in order to carry out its duties.
- 16.3 All workplace equipment and facilities are provided by the Council.
- 16.4 The members of the JRMC will be provided with appropriate and timely training, both in the form of an induction program for new members and on an ongoing basis for all members.

17. Roles and Responsibilities

- 17.1 Chair
- To provide leadership to the Committee.
 - To act as the presiding member at all meetings of the Committee, ensuring that the meeting is conducted in a proper and orderly manner, complying with the requirements of the Local Government Act 1999 and the Local Government (Procedures at Meetings Regulations) 1999.
 - To act as the principal spokesperson of the Committee in accordance with Council’s media policy.
 - To act as the Committee’s primary contact with the Administrative staff.

¹ Funded from the separate rate

Jetty Road Mainstreet Committee Terms of Reference

- To regularly liaise with Council Administrative staff in relation to the work of the Committee.
- To provide feedback on Council Administrative staff performance, as required. (The Committee will have the opportunity to provide comment and feedback on staff performance as part of the six monthly City of Holdfast Bay Performance Development Review process. However, any feedback from individual Committee members regarding staff performance must be provided through the Chair).

17.2 Deputy Chair

In the absence of the Chair, to fulfil the role of the Chair.

17.3 Committee Members

- To attend all meetings of the Committee as practical.
- To make recommendations to Council in a fair and impartial manner, and which are within the scope of the Committee.
- To declare any conflict of interest and act appropriately in respect of that conflict.
- To listen to alternate views and act respectfully to other Committee Members.
- Committee Members have no role in directing Administrative staff of the Council.

17.4 Administration

- To refer recommendations of the Committee to Council.
- To provide secretariat and administrative support to the functions of the Committee.
- To ensure that meetings of the Committee occur as scheduled and that members are provided with information in a timely manner.
- To liaise between the Committee and the Jetty Road Traders on matters relevant to the Committee.
- The Coordinator, Jetty Road Development is the principal point of contact between the Committee, through the Chair, and Administration.

Item No: 16.8

Subject: **ELECTED MEMBER APPOINTMENTS TO THE MAWSON OVAL MANAGEMENT COMMITTEE**

Date: 13 December 2022

Written By: General Manager, Community and Business

General Manager: Community and Business, Ms M Lock

SUMMARY

Mawson Oval is subject to a Joint Use Agreement (JUA) dated 16 February 2004 pursuant to which Council (as landowner) and The Catholic Church Endowment Society Incorporated on behalf of McAuley Community School share the use of Mawson Oval and the facilities situated thereon at the designated times and upon the terms and conditions contained therein.

Pursuant to Clause 8 of the JUA, Council and McAuley may each appoint two representatives to form a Management Committee to facilitate joint management of the Mawson Oval. One of the representatives appointed by Council will serve as chairperson and Council will also appoint a person to act as secretary to perform secretarial requirements for the Management Committee.

Under the terms of the JUA, appointment to the Management Committee is for a term of two years. No remuneration is paid for this role.

RECOMMENDATION

That Council:

1. **appoints _____ to serve as chairperson on the Mawson Oval Management Committee for a period of two years expiring on 10 December 2024;**
 2. **appoints _____ to serve as a member on the Mawson Oval Management Committee for a period of two years expiring on 10 December 2024;**
 3. **authorises the Chief Executive Officer to appoint an officer or other suitable person to act as secretary for the Management Committee; and**
 4. **authorises the appointed representatives to liaise with McAuley and its selected representatives to establish the Management Committee and to comply with the obligations and roles as set out in the Joint Use Agreement.**
-

STRATEGIC PLAN

Wellbeing - Good health and economic success in an environment and a community that supports wellbeing.

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

BACKGROUND

Mawson Oval is subject to a Joint Use Agreement (JUA) dated 16 February 2004 pursuant to which Council (as landowner) and The Catholic Church Endowment Society Incorporated on behalf of McAuley Community School share the use of Mawson Oval and the facilities situated thereon at the designated times and upon the terms and conditions contained therein.

Pursuant to Clause 8 of the JUA, Council and McAuley must each appoint two representatives to form a Management Committee to facilitate the shared use of Mawson Oval (Mawson Oval Management Committee). One of the representatives appointed by Council will serve as chairperson and Council will also appoint a person to act as secretary to carry out the secretarial requirements of the Mawson Oval Management Committee.

The role of the Mawson Oval Management Committee and the terms of appointment are discussed below whilst a copy of the JUA is annexed hereto as Attachment 1 for your information.

Refer Attachment 1

REPORT**Role of Mawson Oval Management Committee**

The role of the Mawson Oval Management Committee is to oversee and monitor the performance by Council and McAuley of their obligations pursuant to the JUA. In this regard, the Management Committee may make and amend rules relating to the use of the Shared Facilities (as defined in the JUA) and make such recommendations to the parties as the Management Committee deems fit. The role includes:

- may meet as often as it deems necessary but must meet at least once per year during the term of the JUA and any renewal thereof;
- must provide an annual report to Council and McAuley concerning the matters considered by the Management Committee during the year immediately preceding the report;
- will consider any dispute between the parties as may be referred to the Management Committee in accordance with clause 12 of the JUA; and

- must comply with the obligations set out in Clause 8 of the JUA on the part of the Management Committee.

Obligations on Council Representatives

The representatives appointed by Council to the Mawson Oval Management Committee must:

- appoint a City of Holdfast Bay employee to act as secretary to carry out the secretarial requirement of the Management Committee;
- liaise with McAuley and its selected representatives to establish the Management Committee;
- do all things as reasonably necessary to fulfil the role of the Management Committee; and
- comply with the obligations of the Management Committee as set out in the JUA.

Council's Committee Membership

Members of the Management Committee will each be appointed for a term of two years and will be eligible for re-appointment.

It is not a requirement that the representatives chosen by Council to serve the Management Committee be Elected Members.

At the Council Meeting held 8 December 2020, the following motion was endorsed: C081220/216:

Motion

C081220/2165

That Council:

1. *appoint Councillor Snewin to serve as chairperson on the Mawson Oval Management Committee for the period commencing on 9 December 2020 and ending on 8 December 2022;*
2. *appoint Councillor Fleming to serve as a member on the Mawson Oval Management Committee for the period commencing 9 December 2020 and ending on 8 December 2022;*
3. *authorise the Chief Executive Officer to appoint an officer or other suitable person to act as secretary for the Management Committee; and*
4. *authorise the appointed representatives to liaise with McAuley and its selected representatives (2 off) to establish the Management Committee and to comply with the obligations and roles as set out in the Joint Use Agreement.*

*Moved Councillor Bouchee, Seconded Councillor Lonie
Unanimously*

Carried

Through this term a Terms of Reference was created and endorsed outlining specific meeting requirements in line with the JUA.

Refer Attachment 2

With the endorsed motion expiring on 8 December 2022, this report is to seek endorsement for a period of two years expiring on 10 December 2024.

BUDGET

Sitting fees do not apply to positions on the Mawson Oval Management Committee.

LIFE CYCLE COSTS

There are no life cycle costs associated with this report.

Attachment 1



COPY

CITY OF HOLDFAST BAY

("Council")

and

THE CATHOLIC CHURCH ENDOWMENT SOCIETY INCORPORATED

("Marymount")

JOINT USE AGREEMENT – MAWSON OVAL

HYND & CO PTY LTD

Solicitors
66 Wyatt Street
Adelaide SA 5000

Telephone: (08) 8223 6499
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JOINT USE AGREEMENT – MAWSON OVAL

THIS AGREEMENT is made

16th FEBRUARY 2004

2003

BETWEEN

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

AND

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

RECITALS

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

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Agreement unless a contrary intention appears;

Commencement Date means the 16th day of FEBRUARY 2004

July 2003.

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

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

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

Parties means the parties to this Agreement.

Schedule 1 means Schedule 1 to this Agreement.

Schedule 2 means Schedule 2 to this Agreement.

1.2 Interpretations

In this Agreement, unless the context shall otherwise require;

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

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

2. GRANT OF LICENCE

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

3. SUB LICENCES

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

4. **RENEWAL**

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

5. **HIRE BY MARYMOUNT**

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

6. **ACKNOWLEDGMENT**

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

7. **SHARED FACILITIES MAINTENANCE ACCOUNT**

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

8. **MANAGEMENT COMMITTEE**

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

- (a) Two (2) representatives of the Council (one of which shall be chairperson) and
- (b) Two (2) representatives of Marymount who until otherwise determined by Marymount and advised to the Council will be the nominees of the Marymount College Board.

- 8.2 The Management Committee shall oversee and monitor the performance by the Parties of their obligations and in this regard the Management Committee may make and amend rules relating to the use of the Shared Facilities and make such recommendations to the parties as the Management Committee thinks fit.
- 8.3 The Management Committee shall meet as often as it considers necessary and, in any event, at least once in each year during the term of this agreement and each and every renewal thereof.
- 8.4 The members of the Management Committee shall each be appointed for a term of two (2) years and shall be eligible for re-appointment. If a casual vacancy shall occur the party who was responsible for appointing the person to the position which has become vacant shall promptly appoint another person to fill the vacancy.
- 8.5 If the chairperson of the Management Committee is not present at a meeting then the Management Committee shall appoint a chairperson for that meeting from any of the members present.
- 8.6 The Council shall appoint a person to act as secretary to carry out the secretarial requirements of the Management Committee.
- 8.7 The Management Committee shall on at least one (1) occasion in each year during the term of this agreement and each and every renewal thereof provide to the parties a report concerning the matters considered by the Management Committee in the year immediately preceding such report.

9. MAINTENANCE

- 9.1 Subject to subclause 9.2 and 9.5 Marymount shall during the term of this agreement keep the Shared Facilities in good and tenable repair and condition (fair wear and tear excepted) provided that nothing in this subclause 9.1 will render Marymount liable in respect of replacement of the Shared Facilities or any part thereof unless the requirement for replacement arises out of a default by Marymount of the terms hereof...
- 9.2 Each party shall remove any litter or rubbish from the Shared Facilities or cause the same to be placed in receptacles provided for that purpose by the Council at the end of each period the relevant Party has the use of or has available to them for use, the Shared

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

- 9.3 Each party shall pay the whole cost of repair or replacement of any damage to the Shared Facilities to the extent that such damage is caused or contributed to by any willful act, neglect, default or omission of the party, its agents, contractors, employees, students or invitees.
- 9.4 The parties shall not do or permit to be done any act matter or thing nor shall they bring onto or into the Shared Facilities anything (included, but not limited to, any dangerous substance) which may in any way increase the risk of damage to the Shared Facilities or any part thereof.
- 9.5 Without in any way limiting the generality hereof the parties agree that the portion of the Shared Facilities comprising grassed areas will be:
- (a) mowed by Marymount once every three weeks in autumn and winter and once every two weeks in spring and summer during the term of this agreement and each and every renewal thereof.
 - (b) cored by Marymount at such times as are mutually agreed between the parties.
- 9.6 In the event that the Council resolves to ensure that the Shared Facilities are maintained to a standard greater than that detailed in clause 9.1 hereof the Council shall bear sole responsibility for the cost of providing the further and better level of maintenance.
- 9.7 The parties agree that Marymount will keep the bore situated on the Council Land in good and tenable repair and condition (fair wear and tear excepted) provided that nothing in this subclause 9.7 will render Marymount liable in respect of replacement of the bore or any part thereof.

10. ALTERATIONS ADDITIONS AND REPLACEMENT TO SHARED FACILITIES

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

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

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

11. **RELOCATION**

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

12. **DISPUTE RESOLUTION**

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

- 12.1 The dispute may be referred to the Management Committee with a view to the Management Committee making a recommendation to the parties for the purposes of resolving the dispute;
- 12.2 Failing resolution of the dispute by the Management Committee within fourteen (14) days, the dispute may be referred to the Chief Executive of the Council and the delegate of Marymount who until otherwise determined and notified to the Council will for the purposes of this sub-clause be the person holding the position of Chief Executive of Catholic Education S.A. (or his nominee) with a view to the Chief Executives making a recommendation to the parties for the purposes of resolving the dispute;
- 12.3 Failing resolution of the dispute by the Chief Executives within twenty eight (28) days, the dispute may be referred to an independent mediator mutually agreed by the parties for resolution.

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

13. **RELEASES**

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

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

14. INDEMNITIES

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

15. INSURANCE

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

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

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

16. NATURE OF RIGHTS CREATED PURSUANT TO THE AGREEMENT

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

17. CAVEAT

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

18. **TERMINATION**

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

19. **TIME OF THE ESSENCE**

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

20. **EMPLOYEES & AGENTS**

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

21. **FURTHER ASSURANCES**

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

22. **ENTIRE AGREEMENT**

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

23. **WAIVER**

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

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

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

24. **MODIFICATION**

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

25. **READING DOWN AND SEVERANCE**

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

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

26. **CUMULATIVE RIGHTS**

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

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

- 27.1 No party has the authority to act for or to incur any liability or obligation pursuant to this agreement as agent for and on behalf of any other party except as expressly provided in or contemplated by this agreement.
- 27.2 Each party shall indemnify and keep indemnified the other from and against all claims arising as a consequence of one party incurring any obligations or liabilities for and on behalf of the other party otherwise than pursuant to this agreement or with the express written consent of the other party.

28. NOTICES

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

29. COSTS

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

30. STAMP DUTY

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

31. LAW APPLICABLE

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

32. FIRST RIGHT OF REFUSAL

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

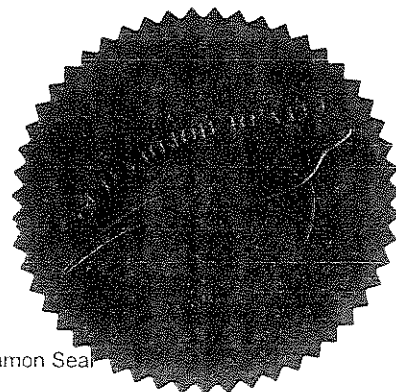
Council Land unless it has first offered to sell it to the College. The Council's offer is to remain open for a period of fourteen days. Following expiration of the Council's offer the Council agrees that it will not sell the Council Land to any third party on terms less favourable than terms previously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

EXECUTED as an agreement.

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

Kenneth Rollond
Kenneth Rollond

Steven Gawler
Mayor
Steven Gawler
Chief Executive Officer



Common Seal

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

+ Philip Wilson
.....
SCVice
.....

Corporate Seal

SCHEDULE 1

THE PLAN

SCHEDULE 1

THE PLAN

WATTLE AVENUE

DEDICATED RESERVE

CRICKET
NETS

LOT 103
LOT 100

LOT 102
LOT 101

BORE
& PUMP

BUILDING B
RESOURCE CENTRE

ADMIN/
STAFF

EXISTING
CARPARK

EXISTING
CARPARK

COMMUNITY
CENTRE
CARPARK

BUILDING A
2 STOREY CLASSROOM BLOCK

BUILDING D
MUSIC
ART
CENTRE

BUILDING C
PHYS. EDUC/
DRAMA

3 BASKETBALL/NETBALL COURTS

EXISTING
COMMUNITY FACILITIES

CANTEEN

NEW BOUNDARY LINE

RESIDENTIAL DEVELOPMENT

KING GEORGE AVENUE

COLTON AVENUE

SCHEDULE 2

The Timetable

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

THIS DEED is made the

13th

day of December

2010

BETWEEN:

CITY OF HOLDFAST BAY of 24 Jetty Road Brighton SA 5048 ("the Council")

and

THE CATHOLIC CHURCH ENDOWMENT SOCIETY INCORPORATED of
39 Wakefield Street Adelaide SA 5000 ("Marymount")

BACKGROUND:-

- A. The Council and Marymount entered into a Joint Use Agreement in relation to the Mawson Oval on the 16th day of February 2004 ("the Agreement").
- B. The Council had resolved on the 8th day of April 2003 (and communicated to Marymount on the 15th day of April 2003) that the commencement date for the Agreement would be the 1st day of January 2000.
- C. Marymount incorrectly and unilaterally inserted by hand a commencement date of the 16th day of February 2004 into the Agreement.
- D. The parties now wish to rectify the error and insert the correct commencement date into the Agreement.

IT IS AGREED as follows:-

- 1. The parties acknowledge the accuracy of the Background of this Deed and agree that in so far as they are capable they shall form part of and be read with this Deed.
- 2. The parties hereby acknowledge and agree that the commencement date for the Agreement is the 1st day of January 2000 and the exclusive licence to use the shared facilities as defined in the Agreement will run for a term of twenty one (21) years from the 1st day of January 2000.
- 3. The parties acknowledge that in all other respects the terms of the Agreement are unchanged subject to any incidental variation resulting from the change to the commencement date of the Agreement.
- 4. Each party shall bear their own costs of an incidental to the preparation of this Deed.

EXECUTED as a Deed.

The Common Seal of **CITY OF HOLDFAST BAY**)
was affixed in the presence of:)



Mayor



Chief Executive Officer



THE CORPORATE SEAL OF CATHOLIC
CHURCH ENDOWMENT SOCIETY
INCORPORATED (ABN 29 608 297 012) was
hereunto affixed by Most Reverend Philip
Wilson DD JCL, Archbishop of the Archdiocese
of Adelaide:

)
)
)
)
)
)


.....
Archbishop Wilson's Signature

In the presence of:


.....
Witness Name


.....
Witness Signature

CITY OF HOLDFAST BAY

("the Council")

and

**THE CATHOLIC CHURCH ENDOWMENT
SOCIETY INCORPORATED**

("Marymount")

DEED OF VARIATION

Attachment 2





TERMS OF REFERENCE

MCAULEY COMMUNITY SCHOOL & CITY OF HOLDFAST BAY

REFERENCE GROUP

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1 BACKGROUND AND MISSION

1.1 Background

McAuley Community School and the City of Holdfast Bay recognise that by working together, the community of Holdfast Bay and the broader community will benefit from shared understandings and knowledge.

1.2 Scope

McAuley Community School & the City of Holdfast Bay will work together to engage and communicate to facilitate a greater understanding of projects, shared use of facilities and opportunities that directly develop the City as a welcoming, safe and active community.

2 GOALS

The goal is for the McAuley Community School and the City of Holdfast Bay to work together to improve community wellbeing for residents and visitors utilising open space and public realm.

3 OBJECTIVES

By working together the McAuley Community School and City of Holdfast Bay Reference Group will support the City of Holdfast Bay to:

- Engage stakeholders to support the ongoing development of the City as a welcoming, safe and active community.
- Engage stakeholders to create a healthy, creative and connected community.
- Engage stakeholders to connect the community with the City's natural environment.
- Engage stakeholders to support the creation of a diverse and resilient local economy.
- Engage stakeholders to support the development of a lively, safe community that celebrates its past to build for the future.

4 MEMBERSHIP

McAuley Community School and City of Holdfast Bay Reference group will consist of:

- Two Elected Members from the City of Holdfast Bay
- Up to two staff members from the City of Holdfast Bay
- Two Senior Representatives from McAuley Community School, to include the Principal or Principal's delegate and a representative from the School Board

The City of Holdfast Bay will Chair the meeting and be responsible for collating the agenda for each meeting.

4.1 Attendance Requirement

Where a member is unable to attend a meeting they may send an apology and/or a proxy.

4.2 Membership

The inaugural members from the City of Holdfast Bay are:

- the General Manager, Community and Business. Other staff will be invited to attend as appropriate.

6 MEETINGS OF MEMBERS

6.1 Frequency

Meetings will be held at least twice a year and thereafter the frequency will be assessed and will be scheduled as required.

Meetings can also be cancelled if there are no items to discuss as deemed by the chair.

6.2 Agenda

The Agenda will be circulated to working group members via the McAuley Community School prior to the meeting. Both McAuley Community School and the City of Holdfast Bay can contribute items for discussion to the agenda.

6.3 Record of Meetings

A record of each meeting will be made and circulated to each member of the Reference Group. They are for information only and do not constitute formal minutes and are not for public distribution.

7 COSTS

The costs of each meeting will be met by the City of Holdfast Bay.

The meetings will be held at the City of Holdfast Bay Civic Centre unless otherwise agreed.

8 WORKING GROUPS

From time to time the Reference Group may agree that a working group will be developed to support the work of the Reference Group.

9 REPORTING

From time to time the General Manager Community and Business may provide a report to Council on progress of the Reference Group.

Item No: 16.9

Subject: **DISTRIBUTION OF COMMUNITY CENTRES CONTRIBUTION FUNDING 2022/23**

Date: 13 December 2022

Written By: Community Development Coordinator

General Manager: Community and Business, Ms M Lock

SUMMARY

In September 2020, endorsed a motion recommending equitable distribution of funding to support the operations of the four community centres (Brighton Community Centre, Glenelg Community Centre, Glenelg North Community Centre and Holdfast Bay Community Centre).

This report details information from each centre to direct the expenditure of the \$27,000 funding for the 2022/23 financial year.

RECOMMENDATION

That Council endorses the following expenditure under the Community Centres Contribution Funding:

- 1. Brighton Community Centre - \$4,000**
 - 2. Glenelg Community Centre - \$10,400**
 - 3. Glenelg North Community Centre - \$2,000**
 - 4. Holdfast Bay Community Centre - \$10,500**
-

STRATEGIC PLAN

Wellbeing - Good health and economic success in an environment and a community that supports wellbeing.

Innovation - A thriving economy and community that values life-long education, research, creativity and entrepreneurialism.

COUNCIL POLICY

Community Centres Policy

STATUTORY PROVISIONS

Not applicable

BACKGROUND

Community Centres Contribution Funding of \$27,000 has historically exclusively supported the Holdfast Bay Community Centre (Report No: 265/20).

In September 2020, Council endorsed a proposal for the equitable distribution of the funding to all four community centres within an accessible model transcending the differences of each centre and offer equal opportunity to access funds to support the operations of the centre.

The focus of the funding is to support the operations of each centre to deliver programs for the benefit of the local community and could include:

- equipment (ergonomic tables, chairs, IT, program related products such as music systems, games, books);
- information sharing (project officers/training or specialised facilitation identified from community need); and
- hire Fee subsidies for establishing new programs identified from community need.

REPORT

During consultation with each of the Centres, discussions arose over differing needs for funding within current or anticipated service delivery. Each centre listed their project intention and costed resources accordingly.

The total amount of funding requests from the Centres was \$44,700, which is in excess of the available \$27,000. Some of the requests are deemed ineligible, due to not aligning to the intent of the funding, or with Council budgets. All projects and resources which were put forward by each Centre have been included into this report and information on linkages with the funding intentions has been recorded.

For a comprehensive picture of Council's funding with each Centre, information on previous years' expenditure and upcoming forecasted budgets associated with each centre is included.

Refer Attachment 1

The requested funds for the 2022/23 financial year was assessed using a tailored assessment tool to determine the community benefit based on criteria within key strategic documents including Council's Strategic Plan, the Community Centres Policy, and the Community Centres Leasing and Hire Agreements. The highest scoring initiatives advocating for new social programs and equipment resources were recommended for funding and are outlined in this report.

Refer Attachment 2

Brighton Community Centre**2022-23 List of funding requested \$4,000:**

Snooker Social program	\$ 3,000
Social Program Support	\$ 500
Ukulele equipment	\$ 500

Eligible and why: Two snooker tables used in the Centre's social programs require re-cushioning and covering of the tables.

The Centre's ukulele program is an inclusive community group doing outreach in the community to aged care facilities, events and venues promoting the activity and Brighton Community Centre. The purchase of five ukuleles for participants to try the activity before they purchase their own.

The Centre has a large kitchen as the centre-point for social connections across centre users, accessing free tea, coffee and other refreshments. This inclusive environment for community activities can mix a range of demographics at the same time including youth, diverse cultures, over 50's and local socially isolated residents.

Recommendation: Eligible to access funding \$4,000.

Operating Expenses (Maintenance/Repairs, utilities)

COMMUNITY CENTRE	To Date 2022	2020/2021	2019/2020	2018/2019	2017/2018
Brighton Community Centre	\$1,176	\$0	\$0	\$0	\$1,530

Capital Expenditure Past

COMMUNITY CENTRE	To Date 2022	2020/2021	2019/2020	2018/2019	2017/2018
Brighton Community Centre	\$0	\$0	\$0	\$0	\$0

Capital Works current financial year 2020/21/22

COMMUNITY CENTRE	DETAILS	TOTAL
Brighton Community Centre	NIL	NIL

Glenelg Community Centre**2022-23 List of funding requested \$19,700:**

• Activity Leaders	\$ 6,400
• Yoga Mats	\$ 500
• Ukuleles	\$ 500
• New Oven	\$ 800
• Activity Research	\$ 1,000
• Activity Support Volunteers – Petrol cards	\$ 1,000

- Television \$ 2,000
- Catering Friday Lunch program \$ 3,000
- Christmas Lunch \$ 2,500
- Social lunch (quarterly) \$ 2,000

Eligible and why: The centre continues to concentrate on growing social programs for seniors. While it is important to ensure this demographic is engaged, there is little to no growth in other universal community users, capacity building programs, ongoing sustainability or partnering to deliver identified service needs. The Friday lunch program has potential to reach new audiences.

Catering Friday Lunch program \$3,000

The Activity Leaders funding is for a new singing program, paying for a concert pianist and vocalist to facilitate. Review would be needed to see the program delivered beyond this funding.

Singing Activity Leaders \$6,400

Ukuleles and yoga mats will support new members to try the activity before they purchase equipment.

Ukuleles and Yoga mats \$1,000

Recommendation: Eligible to access funding \$10,400.

Operating Expenses (Maintenance/Repairs, utilities)

COMMUNITY CENTRE	2021/2022	2020/2021	2019/2020	2018/2019	2017/2018
Glenelg Community Centre	\$8,708	\$19,231	\$24,154	\$43,059	\$14,056

Capital Expenditure Past

COMMUNITY CENTRE	2021/2022	2020/2021	2019/2020	2018/2019	2017/2018
Glenelg Community Centre	\$37,350	\$25,000	\$0	\$0	\$73,000

Glenelg North Community Centre

2022-23 List of funding requested \$10,500:

- Mirrors \$ 4,500
- New chairs and furniture protectors \$ 2,000
- Television \$ 2,000
- Centre Discount for hirers \$ 2,000

Eligible and why: All funding requested would be eligible as it supports the capacity of the centre to hire proficiently to the community. Due to the demand for funding across the centres is greater than the funding available, priority was given to the highest assessment scores. Therefore while mirrors would improve the experience and learning for the dancing group at the centre, or the television would have potential for wide usage, new chairs and furniture protective equipment can be utilised by a greater number of centre hirers.

Ineligible and why: Council agreed for the centre to retain \$3,000 to support hire groups that wasn't spent in the last financial year.

Recommendation: Eligible to access \$2,000 for new chairs and furniture protectors

Operating Expenses (Maintenance/Repairs, utilities)

COMMUNITY CENTRE	To date 2022	2020/2021	2019/2020	2018/2019	2017/2018
Glenelg North Community Centre	\$6,926	\$2,390	\$7,185	\$6,936	\$3,552

Capital Expenditure Past

COMMUNITY CENTRE	2021/2022	2020/2021	2019/2020	2018/2019	2017/2018
Glenelg North Community Centre	\$4,982	\$31,000	\$3,545	\$0	\$15,000

Holdfast Bay Community Centre 2022-23 List of funding requested:

• Café Facilitator	\$ 1,000
• Café (Coffee, tea, sandwiches, etc) x 30 weeks	\$ 1,000
• Inclusive Gardening Facilitator	\$ 1,000
• Inclusive Gardening programs resources x 30 weeks	\$ 1,000
• ESL Facilitator	\$ 1,000
• ESL/social program resources x 30 weeks	\$ 1,000
• Cooking Program	\$ 4,500

Eligible and why: – The new programs to be developed include English as a Second Language, Barista Café program, Community Garden, In-kitchen and Outdoor Cooking Classes, Inclusive programs (social and learning) and inter-cultural classes. The program framework is built upon a paid facilitator developing volunteer capacity to deliver all programs.

The Cooking program was identified through community need as many widowers approached the centre to teach them to cook. Broadening the audience to be universal and including topics led by the audience, the options will be how to grow food, shop and budget, or connect to support beyond attending the cooking class.

Recommendation: Eligible to access \$10,500

Operating Expenses (Maintenance/Repairs, utilities)

COMMUNITY CENTRE	2021/2022	2020/2021	2019/2020	2018/2019	2017/2018
Holdfast Bay Community Centre	\$8,900	\$3,693	\$12,777	\$5,395	\$8,932

Capital Expenditure Past

COMMUNITY CENTRE	2021/2022	2020/2021	2019/2020	2018/2019	2017/2018
Holdfast Bay Community Centre	\$169,130	\$166,000	\$55,000	\$0	\$50,000

Note: There is an additional \$97,000 for upgrade to HBCC toilets in the Childcare Centre building in 2021.

FUNDING RECOMMENDATION SUMMARY:**Brighton Community Centre**

Snooker Social program	\$ 3,000
Social Program Support	\$ 500
Ukulele	\$ 500
BCC TOTAL	\$ 4,000

Glenelg Community Centre

Activity Leaders program	\$ 6,400
Friday Lunch program	\$ 3,000
Ukulele	\$ 500
Yoga mats	\$ 500
GCC TOTAL	\$ 10,400

Glenelg North Community Centre

New Chairs and Furniture Protectors	\$ 2,000
GNCC TOTAL	\$ 2,000

Holdfast Bay Community Centre

Café Facilitator and resources	\$ 2,000
Inclusive Gardening program and resources	\$ 2,000
ESL program and resources	\$ 2,000
Cooking Program	\$ 4,500
HBCC TOTAL	\$ 10,500

BUDGET

\$27,000

LIFE CYCLE COSTS

\$27,000 per annum

Attachment 1



Summary Community Centres Contribution 2021/2022 Financial Year

Brighton Community Centre

2021-22 Funding received \$2,500:

- Defibrillator \$2500

2021-22 Funding Acquitted:

- Defibrillator \$2500

Glenelg Community Centre

2021-22 Funding received \$16,000:

- New community programs including sewing machines, program materials, whiteboards, facilitator, catering \$5000
- Tables and chairs \$7,000
- 2 computers \$2000
- PA System with headsets for fitness and music classes \$2000

2021-22 Funding Acquitted:

- Printer \$998
- Apple iPad \$699
- Chairs (17) \$1,606
- Tables (10) \$5,280
- HP Laptop \$597
- Sewing Machine \$649
- Yamaha PA System \$3,600
- Macbook \$3,899

Glenelg North Community Centre

2021-22 Funding received \$6,800:

- 2 x computers \$2,800
- VR Program facilitation and equipment \$3,000
- New community programs \$1,000

2021-22 Funding Acquitted:

- New community programs \$1,000

2021-22 saw the centre retain \$5,800 of unspent funds after it was agreed the centre would:

- Purchase the two computers as per the original requested funding (\$2,800)
- Support new and existing community hire groups with reduced hire fees (\$3,000)

Holdfast Bay Community Centre

2021-22 Funding received:

- Table Tennis, Chess and Board Games \$300

Attachment 2



COMMUNITY PROGRAMS ASSESSMENT

Community Centre:

Summary of Funding Request (Please attach detailed information):

Program Equipment and Resources

1	Does the equipment support the development of a new program?	
2	Does the equipment support growth (not maintenance) of an existing program?	

Facilitator

3	Does the facilitator have relevant qualifications?	
4	Is the program designed around sustainability?	
5	Is there volunteer support capacity?	

Is the program:

6	Targeted to socially isolated/lonely	
7	Targeted to ATSI community	
8	Targeted to families and children	
9	Targeted to youth	
10	Targeted to multi-cultural communities	
11	Targeted to ageing well	
12	Targeted to financial disadvantage	
13	Targeted to LGBTQI	
14	Targeted to disability, access and inclusion	
15	Is the program unique and addressing an under-met need or demographic?	

Social Programs

16	Does the program require learning a new skill?	
17	Does the program involve participation with new people?	
18	Does the program promote conversations and connecting with new people?	
19	Does the program lead to people connecting outside of the program?	
20	Is the program self-sustaining?	
21	Will the funding maintain an existing program?	

Capacity Building

22	Capacity Building – learning a new skill for fun	
23	Capacity Building – learning a new skill for further education	
24	Capacity Building – learning a new skill for employment	
25	Capacity Building – learning a new skill for life-long learning (cooking, sewing)	
26	Capacity Building – sharing current skills with others	
27	Capacity Building – does the program lead to volunteering?	

Environment and Sustainability

28	Will the program continue beyond this funding?	
29	Is the program linked to gardens or the environment?	
30	Is the program linked to healthy eating through growing produce/community gardens/garden-to-plate cooking?	

Healthy Habits

31	Is the program promoting healthy ageing or adopting healthy lifestyle choices?	
32	Does the program promote physical exercise?	
33	Does the program promote healthy mental states?	

Educational and Employment Pathways

34	Is the program innovative (new, ground-breaking in this area)?	
35	Is the program repeatable in other locations?	
36	Is the program innovative to a new, diverse audience?	
37	Does the program require learning a new skill?	
38	Does the program involve participation with new people?	
39	Does the program promote conversations and connecting with new people?	
40	Does the program have a recognised qualification?	
41	Is there a pathway to further education or employment?	
42	Is the program self-sustaining?	

Strategic Planning Links

43	Does the program link to the community centre's current strategic plan?	
44	Does the program link to Council's Strategic Plan? (needs to be clearly stated)	
45	Does the program link to an identified gap in services?	
46	Does the program benefit the whole of Holdfast Bay (not just current community centre users)?	

Benefit of program to the centre:

47	Increases new participation in centre	
48	Increases diverse participation in centre	
49	Supports centre outreach in the community	
50	Maintains current participation in centre	

TOTAL	
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Item No: 16.10

Subject: **2021/2022 COMMUNITY GRANTS AND DONATIONS PROGRAM**

Date: 13 December 2022

Written By: Community Development Coordinator

General Manager: Community and Business, Ms M Lock

SUMMARY

Council provides an annual budget of \$50,000 for the Community Donations Program, Youth Achievement Sponsorship Funding and Community Chest Grants. The program is designed to support and encourage community initiatives and projects within the City of Holdfast Bay, which will positively influence the community.

RECOMMENDATION

That Council notes the successful applicants of the Community Grants and Donations Program 2020/2021 as outlined in this report.

STRATEGIC PLAN

Wellbeing - Good health and economic success in an environment and a community that supports wellbeing.

Sustainability – A city, economy and community that is resilient and sustainable.

Innovation - A thriving economy and community that values life-long education, research, creativity and entrepreneurialism.

COUNCIL POLICY

Not applicable

STATUTORY PROVISIONS

Not applicable

BACKGROUND

Council provides annual financial support through the Community Donations Program to support local clubs, groups, individuals and organisations in a range of areas including sport, recreation, environment, events, community development, art, and culture.

The program is designed to support and encourage community initiatives and projects within the City of Holdfast Bay, which will positively influence the community and that meet an identified need.

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

REPORT

Within the Community Donations program, applications have been accepted in three categories: Community Recreation and Wellbeing; Events and Festivals; and Arts and Cultural, with a total of nine eligible applications received and considered in accordance with the program guidelines and were recommended for approval. The Community Chest Grants of up to \$1,000.00 each received 21 eligible applications. Youth Sponsorship grants received 22 eligible applications.

Categories	Amount
Community Recreation and Wellbeing	\$20,174.00
Events and Festivals Donations	\$ 5,000.00
Arts and Cultural Donations	<u>\$ 4,000.00</u>
Total Community Donations	\$29,174.00
Community Chest Grants	\$18,274.00
Youth Sponsorships	\$3,125.00
Total Recommended Funds	\$50,573.00

Refer Attachment 1

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

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

COVID-19 presenting in early 2020 has impacted on the delivery of the Community Grants and Donations program, and influenced the need for flexibility for some grant applications. Social distancing requirements affected public gatherings locally and interstate, therefore Events and Festivals and Youth Sponsorship saw a reduction and change in applications. The inability to represent South Australia in sporting events interstate saw a reduction of around 60% compared to pre-COVID years.

The Community Chest applications continue to be in demand due to the simple application process and the increased need within the community to support the growing numbers of disadvantage presenting to local community service groups.

Community Donations

This financial year, \$29,174.00 was allocated to the Community Donations Program to support local clubs, groups, artists, schools and organisations in a range of areas.

Recreation and Wellbeing

Applicants were invited to apply for up to 50% of the cost of their project to a maximum of \$5,000.00. Council received five eligible applications for the Community Recreation and Wellbeing Donations Program, totalling \$20,174.00.

The following Community Recreation and Wellbeing Donations were recommended for approval by the Assessment Panel which consisted of representatives from Community Development, Youth, Sport and Recreation, Disability Inclusion and Elected Members (Councillor Lindop and Councillor Patton).

Glenelg District Cricket Club Inc	\$1,721.00
Seacliff Community Recreation Association Inc	\$3,313.00
Scouts Australia SA Branch	\$5,000.00
Brighton Dunes Residents Shed	\$5,000.00
5049 Coastal Community	\$2,640.00
Little Athletics SA	\$2,500.00

Events and Festivals Donations

Applicants were invited to apply for up to 50% of the cost of their event to a maximum of \$5,000. Council received one application for the Events and Festivals Donations totalling \$5,000.

The following Events and Festivals Donations were recommended for approval by the Assessment Panel, which consisted of representatives from Community Development, Sport and Recreation, Youth, Events and Elected Members (Councillor Miller and Councillor Fleming).

Brighton and Seacliff Yacht Club	\$5,000.00
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Arts and Cultural Donations

Applicants submitted applications under two categories; Arts and Cultural Development Projects and Public Arts Projects. Under Arts and Cultural Development Projects applicants were invited to apply for up to 70% of the cost of their project to a maximum of \$3,500 and under Public Arts Projects applicants were invited to apply for up to 100% of project costs to a maximum of \$2,000. Council received two applications for the Arts and Cultural Donations Program totalling \$4,000.

The following donations have been recommended for approval by the Assessment Panel which consisted of representatives from Community Development, Youth, Arts and Culture, local artists and Elected Members (Councillor Miller and Councillor Fleming).

The Beachouse Mural	\$2,000.00
St Peters Woodlands Mural	\$2,000.00

Community Chest

This financial year, \$18,274.00 was allocated to the Community Chest program. The Community Chest grants program received 21 eligible applications and included training and upskilling in volunteers for strategic planning, open days, development of community food programs, volunteer support, defibrillators, local art contribution, equipment and resources for community facilities.

Special Children's Christmas Party	\$1,000.00
Brighton Bowling Club	\$ 350.00
Splash Arts Inc	\$1,000.00
North Brighton Community Garden	\$1,000.00
Greek Museum of Adelaide Inc	\$1,000.00
SA Athletic League Inc	\$1,000.00
Marielba Ravelo	\$1,000.00
Glenelg North Community Garden	\$ 289.00
Somerton Yacht Club	\$1,000.00
Aaron Batic	\$1,000.00
Inter-Communities Council SA	\$1,000.00
Claudia Chavez	\$1,000.00
Uniting Church in Seacliff	\$1,000.00
Adelaide Marathi Mandal Inc	\$ 400.00
Escabags Ltd	\$1,000.00
Probus Club	\$1,000.00
Somerton Park Tennis Club	\$ 300.00
North Brighton Community Garden	\$1,000.00
Anglican Parish of Glenelg	\$ 935.00
Rotary Club of Holdfast Bay	\$1,000.00
Breakthrough Mental Health Research Foundation	\$1,000.00

Youth Sponsorship

This financial year, \$3,125.00 was allocated to the Youth Sponsorship program. There were 22 Youth Sponsorship eligible applications, showing an average pre-COVID annual decrease of \$7,000.00. This was due to restriction of travelling interstate and a reduction of high level sporting fixtures with representation from all states.

BUDGET

\$50,000 is allocated Community to the Community Donations Program in the 2022/2023 budget.

LIFE CYCLE COSTS

\$50,000 per annum

Attachment 1



City of Holdfast Bay

Community Donations Program 2021/2022

Successful Applicants

Community Recreation & Wellbeing Donations		
Applicant	Project Name and Description	Donation
Glenelg District Cricket Club Inc	The purchase of a defibrillator to be installed in an accessible for space for the club and adjacent community.	\$1,721
Seacliff Community Recreation Association Inc	Maximising Hall Space and accessibility by replacing chairs and seating and cupboards to align with new flooring in the gym.	\$3,313
Scouts Australia SA Branch	Sea Kayaking for Youth program offering kayaks and training for scouts and the community.	\$5,000
Brighton Dunes Residents	The development of a Community Shed to offer programs across crafts, woodworking and social programs.	\$5,000
5049	The website is a primary form of communication and needs updating to increase traffic and be more user friendly.	\$2,640
Little Athletics	Extension of Long Jump at Bowker Oval.	\$2,500
Total Community Recreation and Wellbeing Donations		\$20,174

Events and Festivals Donations		
Applicant	Project Name and Description	Donation
Brighton and Seacliff Yacht Club	International 420 National Championships community event	\$5,000
Total Events and Festivals Donations		\$5,000

Arts and Cultural Donations		
Applicant	Project Name and Description	Donation
St Peters Woodlands	Year 6 students to learn about street art and develop and deliver a mural with the theme of "community", painted on a high traffic section of corrugated iron fencing along Partridge Street.	\$2,000
The Beachhouse	To produce a bright, appealing and unique mural in the community space around the lift at the Beachhouse.	\$2,000
Total Arts and Cultural Donations		\$4,000

Total Community Donations		\$29,174
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City of Holdfast Bay

Community Chest Program 2021/2022

Successful Applicants

Applicant	Project Name and Description	Donation
Special Children's Christmas Party	Special Children's Christmas Party – Special Needs Children (and their parents) from Holdfast Bay accessing an inclusive Christmas Party including presents, food, drinks and entertainment at Adelaide Zoo.	\$1,000
Brighton Bowling Club	Come and try Lawn Bowls – encourage new community members into the sport of lawn bowls, bbq and training provided	\$350
Splash Arts Inc	Community Concerts o present two free community concerts at community centres (Glenelg North Community Centre and Glenelg Community Centre) by the group Me 'N Me Mates	\$1,000
North Brighton Community Garden	Spring Open Day 2021 (October 17) is our major annual event each year to help raise community awareness, connections and funds for garden maintenance, projects and community workshops. The event consists of a large plant sale, bake sale, BBQ, coffee, raffles, free workshops and tours.	\$1,000
Greek Museum of Adelaide Inc	Equipment for Exhibition - Greek Mythology, Antiquity and Art offering the exhibition, educative and entertaining cultural events will take place such as Lectures, movie/documentaries and school excursions/visits.	\$1,000
SA Athletic League Inc	Bay Sheffield History Presented by South Australian Athletic League, in-conjunction with The Bay Discovery Centre, showcasing the project to inspire future generations of sport history within South Australia. Honoring and preserving the history of the event Bay Sheffield 135th Year.	\$1,000
Marielba Ravelo	Latin Party at the Bay - exploring the vibrant, colourful, rich Latin American Cuisine and culture, with performances and activities to be involved. Project has been delayed due to Covid restrictions and is anticipated to be delivered by October 2022.	\$1,000
Glenelg North Community Garden	Compost Bin for facilitated composting	\$289
Somerton Yacht Club	Windsurfing One Design LT Class and Wingfoiling Regatta Somerton Yacht Club (SYC) increasing community participation through Wind Surfing and Wing Foiling as an easily accessible fitness activity that can be undertaken by all levels of age, fitness and sailing ability.	\$1,000
Aaron Batic	Brighton Reef Mural- Underwater City of Holdfast Bay – working in conjunction with BWS, the Esplanade Hotel, to brighten the end of Jetty Road, Brighton.	\$1,000
Inter-Communities Council SA	Theophany Greek Festival The Blessing of the Waters ceremony has been held at Glenelg for the last 41 years by the Greek Orthodox Archdiocese Australia - District of Adelaide.	\$1,000

Applicant	Project Name and Description	Donation
Claudia Chavez	Latin Experience – a day event offering entertainment and fun, through doing a "Latino Quiz" night and "Mexican lottery" where everybody will learn Spanish, English and different words, places, animals, culture from the different places of North, Central and South America. Postponed due to Covid Restrictions – expected delivery in November 2022.	\$1,000
Uniting Church in Seacliff	Community programs – equipment and resources for programs supporting community connections and social isolation.	\$1,000
Adelaide Marathi Mandal Inc	Shiv Jayanti Loop walk and Kids activities at Angus Neil Reserve (Marathi is one of the many languages spoken in India, mainly in the state called Maharashtra). A 3KM walk from Angus Neil to Kingston Park coastal reserve and back to Angus Neil, ending with activities for kids.	\$400
Escabags Ltd	Escabags provides free Escape Bags to families and individuals escaping domestic and family abuse. Stockists include Police Stations, Hospitals, Community Centres, Schools and other privately owned businesses such as coffee shops, banks and hotels. Escape Bags are in place because statistically we know that the most lethal time for a victim is when he/she is attempting to leave the family home. We have two variations, 'Parent and Child' and 'Single Adult', not gender specific, and are filled with essential items that someone and their children may need when initially escaping a dangerous or abusive situation. Currently being promoted and increase the take up within sporting and community clubs in Holdfast Bay.	\$1,000
Probus Club	Resources to support monthly meetings with Venue costs.	\$1,000
Somerton Park Tennis Club	Portable Wheelchair ramp to allow access to our courts through the main public entrance. Currently a step rather than a ramp	\$300
North Brighton Community Garden	Composting Upgrades	\$1,000
Anglican Parish of Glenelg	Christmas Tree Festival	\$935
Rotary Club of Holdfast Bay	Food Drive in response to Covid-19 for disadvantaged residents of Holdfast Bay	\$1,000
Breakthrough Mental Health Research Foundation	Mental Health Fun Walk – raising awareness to mental health issues and services available for support in the Holdfast Bay area.	\$1,000
Total Community Chest Grants Programs		\$18,274

City of Holdfast Bay

Youth Achievement Sponsorship Program

2021/2022

Successful Applicants

Applicant	Donation
J Higgins	\$125
A Higgins	\$125
D Higgins	\$125
C Luscombe	\$125
P Humphries	\$250
L Radovanovic	\$125
O Western	\$125
F Western	\$125
I Barker	\$125
C Chisolm	\$125
S Orde	\$125
A Somerfield	\$125
Z Brus	\$125
E Bourke	\$125
Austin Higgins	\$250
H Abdelaziz	\$125
J Tucker	\$125
D Champion	\$125
S Thomas	\$125
M Vaughan	\$125
O Kelly	\$125
A Needham	\$125
L Diercks	\$125
D Londema	\$125
O Walsh	\$125
\$3,125	