

Agenda

Council

NOTICE OF MEETING

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

**Council Chamber - Glenelg Town Hall
Moseley Square Glenelg**

13 February 2024 at 7pm



Roberto Bria
Chief Executive Officer



1. Opening

The Mayor will declare the meeting open at 7.00pm.

2. Kurna Acknowledgement

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

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

3. 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 - Nil

5.2 Absent

6. Items Presented to Council

7. Declaration Of Interest

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

8. Confirmation Of Minutes

That the minutes of the Ordinary Meeting of Council held on 23 January 2024 be taken as read and confirmed.

9. Public Presentations

9.1 Petitions - Nil

9.2 Presentations - Nil



- 9.3 **Deputations - Nil**
- 10. Questions by Members**
 - 10.1 **Without Notice**
 - 10.2 **On Notice**
 - 10.2.1 Arch of Remembrance, Brighton – Councillor Fleming (Report No: 15/24)
 - 10.2.2 Wheatland Street Update – Councillor Lindop (Report No: 36/24)
 - 10.2.3 Development Queries – Councillor Bradshaw (Report No: 38/24)
- 11. Member's Activity Reports**
 - 11.1 Mayor's Activity Report – 1 October to 31 December 2023 (Report No: 22/24)
- 12. Motions on Notice - Nil**
- 13. Adjourned Matters**
 - 13.1 Naming of New Roads (Report No: 41/24)
- 14. Reports of Management Committees and Subsidiaries**
 - 14.1 Minutes – Executive Committee – 23 January 2024 (Report No: 39/24)
- 15. Reports by Officers**
 - 15.1 Items in Brief (Report No: 34/24)
 - 15.2 Budget and Annual Business Plan Update – As At 31 December 2023 (Report No: 33/24)
 - 15.3 Glenelg Dry Area Extension (Report No: 26/24)
 - 15.4 Purchase of Artwork – Brighton Jetty Sculptures Competition (Report No: 25/24)
 - 15.5 Glenelg Football Club – Financial Support (Report No: 35/24)
 - 15.6 Resilient South Regional Climate Action Plan (Report No: 40/24)
 - 15.7 International Women's Day Breakfast (Report No: 24/24)
 - 15.8 Holdfast Bay Community Centre Leases (Report No: 32/24)
 - 15.9 Australian Local Government Association – National General Assembly – Call for Nominations (Report No: 09/24)
- 16. Resolutions Subject to Formal Motions**

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



17. Urgent Business – Subject to the Leave of the Meeting

18. Items in Confidence

18.1 Event Activation (Report No: 21/24)

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

- g. matters that must be considered in confidence in order to ensure that the council does not breach any law, order or direction of a court or tribunal constituted by law, any duty of confidence, or other legal obligation or duty.

19. Closure

A handwritten signature in blue ink, appearing to read "Roberto Bria". The signature is stylized with a large, looped 'R' and a cursive 'Bria'.

Roberto Bria
Chief Executive Officer

Item No: 10.2.1

Subject: QUESTION ON NOTICE – ARCH OF REMEMBRANCE, BRIGHTON –
COUNCILLOR FLEMING

Question

Councillor Fleming asked the following questions:

1. *How often is the Arch of Remembrance at Brighton cleaned?*
2. *Will it be cleaned prior to ANZAC Day?*

Background

I have had feedback and concerns from residents of the state of the stone on the Arch. Considering we have had so many important events down there they were disappointed it had not been cleaned.

Answer – General Manager, Assets and Delivery

1. The monument is cleaned on an as needs basis. Administration will look to implement a regular maintenance schedule in the future.
2. The cleaning will be undertaken prior to ANZAC Day, with the work scheduled for completion by the end of March.

Item No: 10.2.2

Subject: QUESTION ON NOTICE – WHEATLAND STREET UPDATE – COUNCILLOR LINDOP

Question

Councillor Lindop asked the following questions:

1. ***Can Administration please advise when the linemarking in the car park on the south side of Wheatland Street and west side of the train line will be completed?***
2. ***Have residents been notified of the outcome of the community consultation on the linemarking plan? Have residents been notified of when the works will be completed?***
3. ***Could Administration please provide an update on the health of the Morton Bay Fig Trees in this car park, and what has been done, and what will be done going forward to help them thrive and increase their longevity?***

Background

Administration has undertaken a design process to improve and formalise the vehicle and parking movements in the car park at the corner of Wheatland Street and the Seaford rail line, Seacliff.

The intent of the design is to prevent vehicles parking in close proximity to the Morton Bay Fig trees in the centre of the car park, which have shown signs of distress. The design incorporates a balance between the number of parking bays, urban greening and access arrangements with private property.

Answer – Manager Engineering

1. The contract has been awarded for the Wheatland Street car park improvement delivery, inclusive of linemarking. It is anticipated the works will be completed in April 2024.
2. The final round of consultation for the project was closed in September 2023. All residents that provided feedback were followed up and responded to as part of the consultation process. No major concerns were raised with the proposal.

Administration will send out early notification to residents once the timing is confirmed. A subsequent letter will be sent by the contractor immediately prior to the works to advise on any restrictions during the construction.

3. After a notable decline in the health of the western Morton Bay Fig Tree in the Wheatland Street car park, the Field Services team excavated and mulched a significant area of the car park beneath the two trees in September 2022 to promote

tree health and restrict vehicle parking within the root zone of the trees. To further ensure compaction is avoided, large logs have been positioned within the mulched area as a physical barrier to stop vehicles parking within this zone.

We have included this area on the tree watering program to further support tree health. Watering has been issued periodically through Spring/Summer/Autumn with attendance occurring every 3-4 weeks as well as three rounds of diluted sea-sol liquid fertiliser drench, which was issued along with slow-release granulated microbes and trace elements to encourage optimal soil health.

In terms of tree recovery, little response has been detected, reaffirming a state of senescence (deterioration with age) with the tree. Due to the work undertaken, we are likely to see this condition sustained without decline, however there may also not be visible recovery evident for an extended period.

Since the previous update to Council in June 2023, we have taken further actions issuing soil amelioration works. This approach involved creating a number of vertical trenches within the active root zone using a low pressure hydro-vac. Voids were then backfilled with biochar and beneficial microbes. As these voids are regularly watered in, the soil health will be increased, ensuring we have taken all the steps we can to nurture this tree. We will continue to provide watering throughout summer as we proceed to monitor tree health.

Item No: 10.2.3

Subject: QUESTION ON NOTICE – DEVELOPMENT QUERIES – COUNCILLOR
BRADSHAW

Question

Councillor Bradshaw asked the following questions:

- 1. It has come to my attention that some councils in South Australia have introduced a policy which restricts the use of dark colour-bond roofs in favour of lighter colours with new builds. Recent studies have determined a dark roof can reach temperatures up to 90C, while a lighter roof on the same day may only reach 50C. Does Holdfast Bay Council have a policy on roof colours for new builds?***
- 2. When a Building Application is lodged with Council's Planning Department to build a new home, is there a minimum open space requirement? If there is a percentage requirement for open space is it stipulated that area must not be covered entirely in cement? I've noticed a new build in the Seacliff Ward where the entire front area of the block is covered in concrete.***

Answer – Manager, Development Services

- Local Government is restricted from introducing policies that override the allowances in the Planning and Design Code, so there is no current opportunity to prescribe roof colours for conventional housing in general residential areas via a separate policy. The Playford Alive housing development located north of Adelaide is the only known location where dark coloured roofs are prohibited on sustainability grounds. The policies alluded to in other council areas may apply to council buildings only, where roof colour can be selected at the design stage. Notwithstanding, imminent National Construction Code (NCC) changes including new sustainability measures will be implemented across South Australia from October 1 this year. Changes to the NCC include the introduction of mandated 7-Star Nationwide House Energy Rating Scheme (NatHERS) ratings on residential homes, which are likely to include eliminating dark roof and wall colours to reduce solar absorption and heat retention.
- All new housing developments require a minimum amount of open space, with the amount of open space dependent on the allotment size. For instance, in circumstances where an allotment is greater than 300m², the minimum amount of open space is 60m². For all other allotments, the minimum amount of open space is 24m². Open space is typically confined to the land located behind the main façade of the dwelling, which can be hard surfaced, incorporate a swimming pool, or be located under a verandah (i.e. does not need to be open to the elements or permeable). The Planning and Design Code also prescribes a minimum amount of 'soft landscaping' or permeable surface area for each new dwelling. Again, the amount of soft landscaping is dependent on the size of the allotment, with 20% required for allotments ranging in size between 200m² and 450m². Soft landscaping can be provided in the front, side, or rear yard of a new dwelling. If the minimum amount of soft landscaping is achieved behind the dwelling façade, then the front yard can be hard surfaced. It should also be noted that restrictions on hard surface areas do not apply to existing dwellings.

Item No: 11.1**Subject:** MAYOR'S ACTIVITY REPORT – 1 OCTOBER TO 31 DECEMBER 2023

Summary

Presented for the information of Members is the Activity report for the Mayor for 1 October to 31 December 2023.

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

Recommendation

That the Mayor's Activity report for 1 October to 31 December 2023 be received and noted.

Report

Date	Activity	Location
03/10/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
	SAPoL Western District Management Team and City of Holdfast Bay meeting	Mayor's Parlour, Glenelg Town Hall
	Council Workshop – Dogs on Glenelg Oval, Glyphosate Maintenance Program, Partridge Street car park and Moseley Street and Jetty Road Intersection	Civic Centre, Brighton
05/10/2023	Glenelg District Cricket Club Annual Sponsor Dinner	Glenelg District Cricket Club
07/10/2023	Brighton and Seacliff Yacht Club Opening 2023/24 Sailing Season	246 Esplanade, Seacliff
10/10/2023	Meeting with Pat Larven, new Glenelg Surf Lifesaving Club President	Glenelg Surf Lifesaving Club
	Chief Executive Officer and Mayor Agenda discussion	Civic Centre, Brighton
	Pre-Council Workshop – Quality of Life Survey 2022/23 Results	Council Chamber, Glenelg Town Hall
	Council Meeting	Council Chamber, Glenelg Town Hall
11/10/2023	Council Wrap-up Video	Paringa Park Reserve
	Pre-meeting with Environmental Officer regarding Soft Plastics Select Committee meeting	Microsoft Teams
12/10/2023	Select Committee on Recycling Soft Plastics and Other Recyclable Material	Constitution Room, Old Parliament House
	Marina Pink Special – Paint and Sip with Mr Riggs at Sunset Bar	Holdfast Promenade, Glenelg
14/10/2023	Seacliff Surf Lifesaving Club Open Day	Seacliff Surf Lifesaving Club

Date	Activity	Location
15/10/2023	Partridge House – 50-year stewardship	Partridge House, Glenelg
16/10/2023	Radio Italiana Interview	Port Road, Hindmarsh
17/10/2023	Council Workshop – Glenelg Dry Area – Overview Process and Engagement	Civic Centre, Brighton
18/10/2023	Meeting with Her Excellency and Kurna Elders to discuss Proclamation Day	Partridge House, Glenelg
20/10/2023	Coast Protection Board meeting	Waymouth Street, Adelaide
22/10/2023	Glenelg Community Childcare Centre – 40 th Anniversary	Kibby Avenue, Glenelg North
23/10/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
24/10/2023	Chief Executive Officer and Mayor Agenda discussion	Civic Centre, Brighton
	Pre-Council Workshop – Review of Council's Delegations	Council Chamber, Glenelg
	Council meeting	Council Chamber, Glenelg
25/10/2023	Council Wrap-up Video	Glenelg Oval, Glenelg
	Coast Protection Board – Coastal Council CEO Forum	LGA House, Adelaide
26/10/2023	LGA Conference & LGFA Annual General meeting	Wine Centre, Adelaide
30/10/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
	Glenelg Esplanade Seawall Mural meeting	Ringwood House, Brighton
01/11/2023	Coast Protection Board meeting	Waymouth Street, Adelaide
	Tree to Plant - Pelzer Prize Tree	Sandison Reserve, Glenelg East
04/11/2023	Somerton Surf Club Season Launch	Somerton Surf Lifesaving Club
06/11/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
	Ken Rolland Funeral	Our Lady of Victories Catholic Church
	Mayoral Photoshoot	Glenelg Town Hall and Foreshore
08/11/2023	Coast Protection Board – SA Climate Ready Coasts Foundations Project Workshop	Frome Street, Adelaide
09/11/2023	Meeting with Chair and Deputy Chair of Jetty Road Mainstreet Committee	Feed Jetty Road, Glenelg
	Green Business Awards Ceremony	Kauri Sports Complex
	St Jude's Players Opening Night – Scarlet O'Hara at the Crimson Parrot	St Jude's Hall, Brighton
10/10/2023	Attorney General visit to Tiati Wanganthi Kumangka exhibition	Glenelg Town Hall, Glenelg
11/11/2023	Remembrance Day 2023 – Glenelg Plympton RSL	Moseley Square, Glenelg
	William Kibby VC Veterans Shed Remembrance Day Ceremony	Kibby Avenue, Glenelg North
13/11/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
14/11/2023	Chief Executive Officer and Mayor Agenda discussion	Civic Centre, Brighton

Date	Activity	Location
	City Activation Briefing meeting	Civic Centre, Brighton
	Pre-Council Workshop – Art Deco Review	Council Chamber, Glenelg
	Council meeting	Council Chamber, Glenelg
15/11/2023	Council Wrap-up Video	Broadway, Glenelg South
16/11/2023	Coast FM Radio Interview	Studio
17/11/2023	Bay Sheffield Media Launch	Colley Reserve, Glenelg
20/11/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
	Sea Change: A Pictorial History of Holdfast Bay Book Launch	Bay Discovery Centre, Glenelg
21/11/2023	Brighton Secondary School Aspire Assembly	Brighton Secondary School, Brighton
	Council Workshop – Jetty Road Masterplan – Project Scope and Level of Investment	Civic Centre, Brighton
22/11/2023	Channel 44 filming for Christmas Pageant	Jetty Road, Glenelg
24/11/2023	Guest of Premier – VAILO Adelaide 500	Victoria Park, Adelaide
	Bayside Bevvies	Moseley Square, Glenelg
26/11/2023	Glenelg Christmas Pageant	Jetty Road, Glenelg
27/11/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
	Presentation of Glenelg Football Club Premiership Cup to Alwyndor	Alwyndor
	Glenelg Film Festival	Glenelg Cinema, Glenelg
28/11/2023	Chief Executive Officer and Mayor Agenda discussion	Civic Centre, Brighton
	Pre-Council Workshop – 2024/25 Preliminary Budget	Council Chamber, Glenelg
	Council meeting	Council Chamber, Glenelg
29/11/2023	Council Wrap-up Video	Civic Centre, Brighton
01/12/2023	Coast Protection Board meeting	Waymouth Street, Adelaide
02/12/2023	Minda Community Christmas Carols and Markets	King George Avenue, North Brighton
04/12/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
	Meeting with Chief Executive Officer and General Manager, Assets and Delivery	Civic Centre, Brighton
	Jetty Road Traders catch-up	Jetty Road, Glenelg
06/12/2023	Glenelg Community Club Christmas Lunch	Glenelg Surf Lifesaving Club
11/12/2023	Chief Executive Officer and Mayor weekly catch up	Via phone
12/12/2023	Australia Day Awards meeting	Civic Centre, Brighton
	Chief Executive Officer and Mayor Agenda discussion	Civic Centre, Brighton
	City Activation Briefing meeting	Civic Centre, Brighton
12/12/2023	Council meeting	Council Chamber, Glenelg
13/12/2023	Council Wrap-up Video	Margaret Messenger Reserve

Date	Activity	Location
	Jetty Road Mainstreet Committee meeting	Mayor's Parlour, Glenelg
26/12/2023	5AA Radio Interview	Via phone
27/12/2023	5AA Radio Interview	Via phone
28/12/2023	ABC Radio	Via phone
	Cultural Signal Fires	Tjilbruke, Kingston Park
	187 th Proclamation Day Commemoration event	Old Gum Tree Reserve, Glenelg North
	Bay Sheffield Ceremony presentation	Colley Reserve, Glenelg
31/12/2023	New Years Eve event	Glenelg

Written By: Executive Officer and Assistant to the Mayor

General Manager: Mr R Bria

Item No: 13.1

Subject: **ADJOURNED REPORT - NAMING OF NEW ROADS**

Summary

Council at its meeting held 23 January 2024 resolved to adjourn Report No: 20/24 *Naming of New Roads* to a future workshop of Council, to discuss the proposed street names and canvas any other potential street names prior to the report being considered again by Council. The workshop was held 6 February 2024.

Council needs to determine the outcome of the adjourned motion from the meeting of 23 January 2024 before any new motion can be considered, with the debate to commence at the point of interruption. As an adjournment was moved following the moving of the motion, Councillors Lonie, Abley, Bradshaw, Fleming, Snewin, Venning, Patton, Miller, O'Donohue spoke to the motion. Councillor Lonie has the right of reply as the mover.

This report seeks Council's authorisation to nominate names a series of names for two new roads currently under construction as part of a new residential estate located on Sturt Road, Brighton. The community will then be consulted on the suggested road names in accordance with Council's Naming of Public Places Policy, with a subsequent report brought back to Council to consider the outcomes of the consultation process prior to ratification of the road names.

Motion

From Council Meeting 23 January 2024:

That Council:

- 1. authorises the undertaking of community consultation in accordance with the City of Holdfast Bay's Naming of Public Spaces Policy, on the suggested names of Corymbia Drive, Citronella Lane, Minear Avenue and Pearson Place for new public roads currently under construction on land located at 28 Sturt Road, Brighton.**
- 2. is provided with the results of the community consultation process for consideration prior to the ratification of the new road names.**

The Mover Councillor Lonie and Seconder Councillor Abley agreed to the amendment proposed by Councillor Snewin, and it became the motion.

Recommendation

That Council:

- 1. authorises the undertaking of community consultation in accordance with the City of Holdfast Bay's Naming of Public Spaces Policy, on the suggested names of**
-

for two new public roads currently under construction on land located at 28 Sturt Road, Brighton; and

- 2. is provided with the results of the community consultation process for consideration prior to the ratification of the new road names.**
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Background

At its meeting held 26 October 2022, the City of Holdfast Bay Council Assessment Panel granted approval for a new residential estate comprising twenty-six allotments on a nine thousand square metre site located at 28 Sturt Road, Brighton. The new estate incorporated two new public roads, which would require the assignment of names at a later date by Council. At its meeting held 14 November 2023, Council declined to endorse the developer's nominated names 'Le Cornu Drive' and 'Shirleys Lane' for the purpose of public consultation. Since that time, the land division has progressed to the point where Council can have further consideration to the matter. As an interim measure, the names Corymbia Drive and Citronella Lane have been assigned to not delay the creation of titles for the allotments. The developer is aware that these names could change depending on decisions of Council and the outcomes of public consultation on the matter.

This report was most recently tabled at the ordinary meeting of Council on 23 January 2024 (Item 15.3 – Naming of New Roads - Report No: 20/24) and was adjourned under Regulation 19, *Local Government (Proceedings at Meetings) Regulations 2013*, to a future workshop of Council to discuss the proposed street names and canvas any other potential street names prior to the report being considered again by Council (C230124/7659).

Refer Attachment 1

Report

The new residential estate located at 28 Sturt Road, Brighton has reached a stage of construction where Council can now consider the assignment of names for the two new public roads that service the twenty-six allotments. In considering suitable names for the roads, Council is guided by its Naming of Public Places Policy. Notwithstanding that the development is privately initiated, Council can apply its discretion to the selection of road names as these roads will become public assets upon the issue of titles for the land.

A workshop of Council was held with a number of names discussed. These names are included in this report as additional information.

Council Administration and some Councillors have suggested names to provide the community with a minimum of two names for consideration, without limiting the public's ability to nominate altogether different names. Council Administration recommends that Council put forward the names it wants to put to consultation, which could be more than two names. This will allow the community to provide feedback on the proposed names and then Council, in a subsequent meeting, can endorse the first two names.

Road Name Suggestions

The suggested names put forward in the workshop have been included in this report in Attachment 2 in three groupings being: names that adhere strictly to the Naming of Public

Places Policy; alternative names suggested by Council's Curator, History and Exhibitions; and names put forward by Elected Members. The alternative names suggested are consistent with elements of the policy. The supporting information provided for each nominee is a summary of their notable achievements. Further, more detailed information can be provided upon request.

Refer Attachment 2

Community Consultation

The Naming of Public Places Policy requires that the naming of public places, including roads, occurs in consultation with the community. As per Council's most recent community engagement process relating to the naming of a public place, it is considered appropriate to consult the community with the suggestion of a name or set of names, providing rationale for the selections, without limiting the public's ability to make their own suggestions, or to challenge the names on offer. Before consultation occurs on the proposed names, family will be contacted to seek concurrence with the proposed street names. If the family is not in agreement, the names will be removed from the consultation.

Budget

The cost of community consultation will be covered by the assessment fees received for the development application. The costs associated with formalising and declaring the road names through the Land Services Group and Land Titles Office will be borne by the developer as part of statutory fees associated with the land division.

Life Cycle Costs

Not applicable

Strategic Plan

Holdfast 2050+ Vision: Protecting our heritage and beautiful coast.

Council Policy

Naming of Public Places Policy

Statutory Provisions

Local Government Act 1999

Written By: Manager Development Services

General Manager: Strategy and Corporate, Ms S Wachtel

Attachment 1

Item No: 15.3**Subject:** NAMING OF NEW ROADS

Summary

This report seeks Council's authorisation to nominate names for two new roads currently under construction as part of a new residential estate located on Sturt Road at Brighton. The community will then be consulted on the suggested road names in accordance with Council's Naming of Public Places Policy, with a subsequent report brought back to Council to consider the outcomes of the consultation process prior to ratification of the road names.

Recommendation

That Council:

1. **authorises the undertaking of community consultation in accordance with the City of Holdfast Bay's Naming of Public Spaces Policy on the suggested names of Corymbia Drive and Citronella Lane for two new public roads currently under construction on land located at 28 Sturt Road, Brighton, as provided in Attachment 1 to this report.**
 2. **is provided with the results of the community consultation process for consideration prior to the ratification of the new road names.**
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Background

At its meeting held on 27 October 2022, the City of Holdfast Bay Council Assessment Panel granted approval for a new residential estate comprising twenty-six allotments on a nine thousand square metre site located at 28 Sturt Road, Brighton. The new estate incorporated two new public roads, which would require the assignment of names at a later date by Council. At its meeting held on 14 November 2023, Council declined to endorse the developer's nominated names 'Le Cornu Drive' and 'Shirleys Lane' for the purpose of public consultation. Since that time, the land division has progressed to the point where Council can have further consideration to the matter. As an interim measure, the names Corymbia Drive and Citronella Lane have been assigned to not delay the creation of titles for the allotments. The developer is aware that these names could change depending on decisions of Council and the outcomes of public consultation on the matter.

Report

The new residential estate located at 28 Sturt Road, Brighton has reached a stage of construction where Council can now consider the assignment of names for the two new public roads that service the twenty-six allotments. In considering suitable names for the roads, Council is guided by its Naming of Public Places Policy. Notwithstanding that the development

is privately initiated, Council can apply its discretion to the selection of road names as these roads will become public assets upon the issue of titles for the land.

Council Administration has suggested names that are considered suitable given the circumstances of the land, and their adherence to the criteria under Council's Naming of Public Places Policy. This approach provides the community with two names for consideration, without limiting the public's ability to nominate altogether different names.

Road Name Suggestions

The suggested names put forward as part of this report are based on the flora associated with the land. These names 'Corymbia Drive' and 'Citronella Lane' are suggested in recognition of the remaining stand of significant trees located along the north-eastern and eastern boundary of the new residential estate. The trees were planted between 1920 and 1935, and are predominantly comprised of Lemon Scented Gums, otherwise known by their biological name Corymbia. The trees are also notable for their citronella oil. The road names suggested represent the attributes of a species of tree currently found on the land. The suggestions meet the criteria of the Naming of Public Places Policy, but also offer names that are currently not attributable to roads in Holdfast Bay.

Refer Attachment 1

Community Consultation

The Naming of Public Places Policy requires that the naming of public places, including roads, occurs in consultation with the community. As per Council's most recent community engagement process relating to the naming of a public place, it is considered appropriate to consult the community with the suggestion of a name or set of names, providing rationale for the selections, without limiting the public's ability to make their own suggestions, or to challenge the names on offer.

Budget

The cost of community consultation will be covered by the assessment fees received for the development application. The costs associated with formalising and declaring the road names through the Land Services Group and Land Titles Office will be borne by the developer as part of statutory fees associated with the land division.

Life Cycle Costs

Not applicable

Strategic Plan

Holdfast 2050+ Vision: Protecting our heritage and beautiful coast.

Council Policy

Naming of Public Places Policy

Statutory Provisions

Local Government Act 1999

Written By: Manager Development Services

General Manager: Strategy and Corporate, Ms S Wachtel

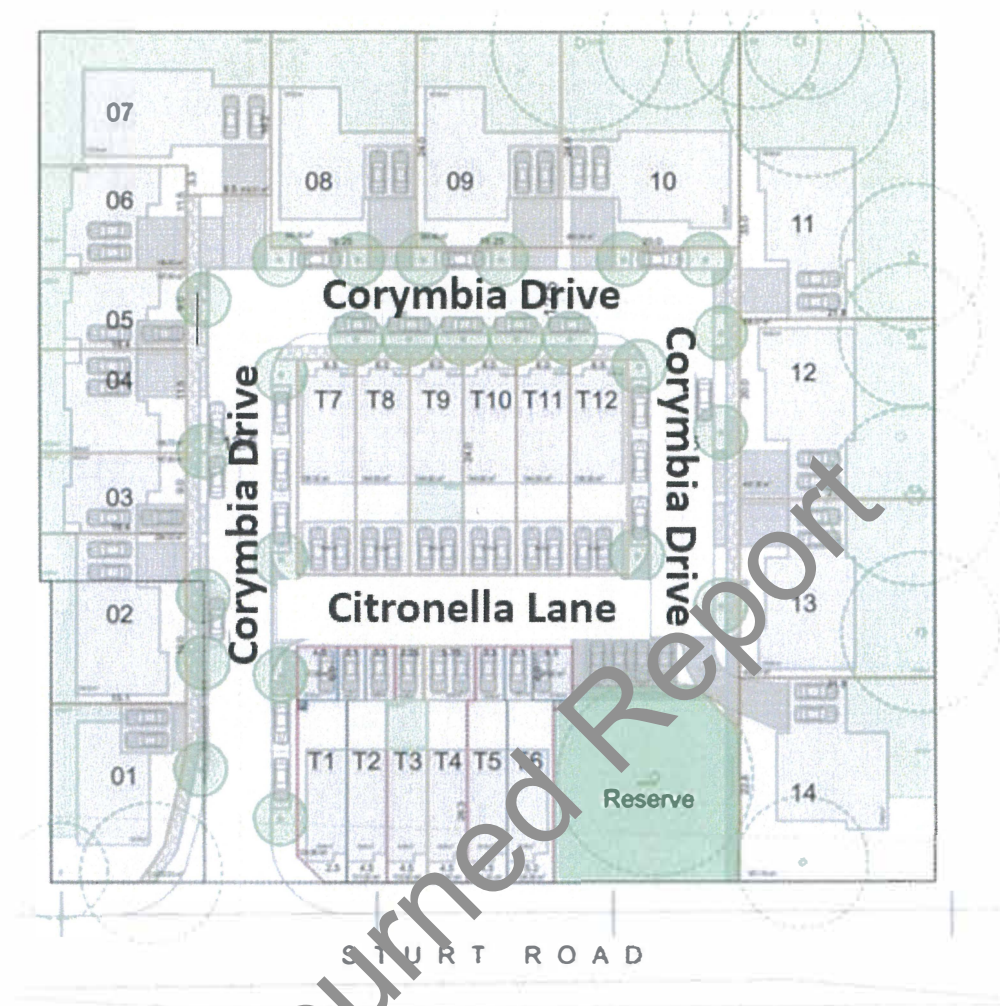
Adjourned Report

Adjourned Report

Attachment 1

Adjourned Report

Adjourned Report



These names are suggested in recognition of the remaining stand of significant trees located along the north-eastern and eastern boundary of the new residential estate. The trees were planted between 1920 and 1935, and are predominantly comprised of Lemon Scented Gums, otherwise known by their biological name *Corymbia*. The trees are also notable for their citronella oil.

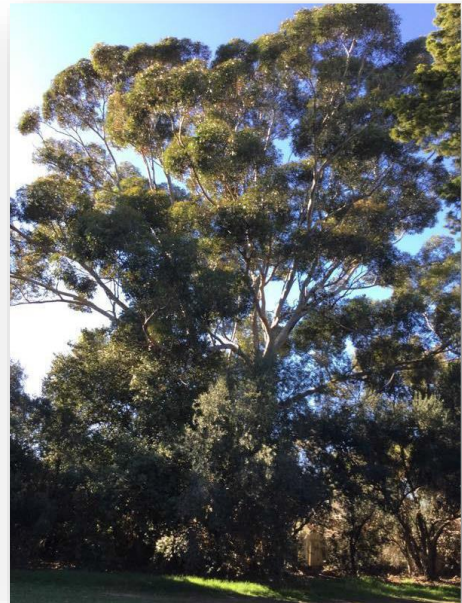
Adjourned Report

Attachment 2

Names that Align with Naming of Public Places Policy

Corymbias

The suggested names put forward as part of this report are based on the flora associated with the land. These names 'Corymbia Drive' and 'Citronella Lane' are suggested in recognition of the remaining stand of significant trees located along the north-eastern and eastern boundary of the new residential estate. The trees were planted between 1920 and 1935, and are predominantly comprised of Lemon Scented Gums, otherwise known by their biological name Corymbia. The trees are also notable for their citronella oil. The road names suggested represent the attributes of a species of tree currently found on the land. The suggestions meet the criteria of the Naming of Public Places Policy, but also offer names that are currently not attributable to roads in Holdfast Bay. The Corymbias are the only remaining remnants of the original estate, with the name adhering to Council's Naming of Public Places Policy. The name is supported by Council's Curator History and Exhibitions.



Wauchope Family

The Wauchope family, led by Charles and Wilhema, are the first documented European residents of the land (1920), who commissioned the construction of the original homestead (1922). The Wauchopes were a prominent family, most notably for their association with the Balfours bakery, with family members going on to establish a dental practice in the community. There is currently no geographic place is named after any member of the Wauchope family in Holdfast Bay. The Wauchope name is nominated by Councillor Annette Bradshaw, and the name is also supported by Council's Curator History and Exhibitions.

Names Suggested by Elected Members

Harold Minear (1928 – 2020)

Harold Minear was an acclaimed journalist, advertising executive and writer who resided at 12 Cedar Avenue, Brighton since 1974, which remains the family residence today. Mr Minear wrote, produced, directed and starred in various productions in many theatres, serving as patron of St Jude's Players – a community theatre group based in Brighton for over 50 years. Mr Minear was awarded a 'Life Achievement Award' in 2009 from the 'Adelaide Critic Circle'. Mr Minear's name is nominated by Councillor Jane Fleming.



Deidre Minear (1929 – 2024)

Deidre Minear spent many years working for the Glenelg Retail Traders Association, in addition to time spent at the Glenelg Tourism Association as organiser of events for the Glenelg Retail Traders Association. Mrs Minear was instrumental in the organisation of the Miss Glenelg Pageants and in the establishment of the first mardi gras along Brighton Road in the early-to-mid 1980s. Mr Minear's name is nominated by Councillor Jane Fleming.

**Malcolm 'Pip' Pearson**

Malcolm Pearson is President and Treasurer of Brighton Over 50's Club, as well as Patron of the Brighton Seacliff Yacht Club and Brighton Lacrosse Club. Mr Pearson established Pearson's Butcher Shop at 496 Brighton Road and served as a Councillor with City of Brighton. Mr Pearson is a recipient of City of Holdfast Bay 'Active Citizen' award, whose name is put forward by Councillor Jane Fleming.

**Names Suggested by Council's Curator History and Exhibitions****Isabel May Hackett (1883 – 1953)**

Isabel May Hackett was a philanthropist who spent the majority of her life at Avenue House on King George Avenue, which is now part of the Minda site. Ms Hackett provided support to the disabled, youth and community of Brighton, donating her property and 35 acres of land to Minda, an organisation close to her heart. Ms Hackett also donated 161 acres of land to the Brighton Council to expand the esplanade and accommodate the expansion of North Brighton Cemetery. Ms Hackett's last gift was land for the now Brighton Secondary School. The name is supported by Council's Curator History and Exhibitions.



Dorothy MacKenzie (1885 – 1968)

Dorothy MacKenzie was a resident of Brighton since 1923 until her passing in 1968. Ms MacKenzie opened the Brighton Private Hospital, one of two small hospitals serving the district. Ms Mackenzie was an advocate for women's health at a time in our history for which the rights of women were not as they are today. The name 'MacKenzie' is supported by Council's Curator History and Exhibitions.

**Mary Simpson (1910 – 1989)**

Mary Simpson was a nurse in the Pacific during World War II, continuing her nursing career upon her arrival back in Australia, where she established St Catherine's Nursing Home (later Brighton Aged Care). Ms Simpson operated the Nursing Home until 1969, providing many older residents of the district with the opportunity to age-in-place with dignity, close to family and friends within the Brighton community. Mary Simpson's name is supported by Council's Curator History and Exhibitions.

**Dorothy Somerville AM (1897 – 1992)**

Dorothy Somerville was an eminent solicitor in South Australia who resided at 154 Esplanade, Brighton since 1913 (Local Heritage Place). Ms Somerville was the first female sole practitioner in Australia and the first to establish an all-female law practice. Ms Somerville was instrumental in breaking barriers for future generations of women, serving as Honorary Solicitor from 1925-1971 to the CWA (SA) and involved herself with Wanslea Inc (Emergency Homes for Children). Ms Somerville's name is supported by Council's Curator History and Exhibitions.



Item No: 14.1

Subject: MINUTES – EXECUTIVE COMMITTEE – 23 JANUARY 2024

Summary

The minutes of the meeting of the Executive Committee held 23 January 2024 are presented to Council for information.

Recommendation

That Council:

- 1. notes the minutes of the meeting of the Executive Committee of 23 January 2024;**
 - 2. endorses the Executive Committee Terms of Reference; and**
 - 3. notes the Executive Committee has confirmed the process and criteria to be undertaken for the 2023-24 performance review of the Chief Executive Officer.**
-

Background

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 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.

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 minutes of the meeting of the Executive Committee held 23 January 2024 are attached for Members' information.

Refer Attachment 1

Terms of Reference

Following changes to the *Local Government Act* in 2021, a comprehensive review of the Terms of Reference was undertaken in 2022 and were endorsed by Council on 14 February 2023.

The Executive Committee received and considered a report in relation to its Terms of Reference and is satisfied that no changes are required at this time.

Refer Attachment 2

2023-24 Performance Review Process – Chief Executive Officer

A report confirming the process for the 2023-24 performance review of the Chief Executive Officer was received. This process was endorsed by Council at its meeting on 25 July 2023.

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Statutory requirement

Council Policy

Not applicable

Statutory Provisions

Local Government Act 1999

Written By: Executive Assistant, Strategy and Corporate

General Manager: Assets and Delivery, Ms P Jackson

Attachment 1

Minutes of the meeting of the Executive Committee of the City of Holdfast Bay held in the Council Chamber, Glenelg Town, Moseley Square, Glenelg on Tuesday 23 January 2024 at 5:00pm.

PRESENT

Members

Chair – Deputy Mayor S Lonie
Councillor M O’Donohue
Councillor J Fleming
Councillor B Patton
Councillor C Lindop

Independent Member

Ms C Molitor

Staff

General Manager, Assets and Delivery – P Jackson

1. OPENING

The Chair declared the meeting open at 5.07pm.

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 – Mayor A Wilson
- 3.2 Absent

4. DECLARATION OF INTEREST

Members were reminded to declare their interest before each item.

5. CONFIRMATION OF MINUTES

Motion

That the minutes of the Executive Committee held on 27 June 2023 be taken as read and confirmed.

Moved by Councillor Patton, Seconded by Councillor Fleming

Carried Unanimously

6. REPORTS BY OFFICERS

6.1 Terms of Reference (Report No: 16/24)

The Executive Committee is a committee established under section 41 of the *Local Government Act 1999* and is charged with the responsibility for undertaking the annual performance appraisal of the Chief Executive Officer.

Following changes to the Local Government Act in 2021, a comprehensive review of the Terms of Reference was undertaken in 2022. No further changes to the Terms of Reference are recommended at this time.

Motion

The Executive Committee recommends Council endorses the Terms of Reference for the Executive Committee.

Moved Councillor Lindop, Seconded Councillor Patton **Carried Unanimously**

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

8. CONFIDENTIAL ITEMS

8.1 Performance Review Process – Chief Executive Officer (Report No: 17/24)

Motion – Exclusion of the Public Section 90(3)(a)

1. That pursuant to section 90(2) of the *Local Government Act 1999* the Executive Committee hereby orders that the public be excluded from attendance at this meeting with the exception of the General Manager Assets and Delivery and Staff minute taker in attendance at the meeting in order to consider Report No: 17/24 – Performance Review Process – Chief Executive Officer in confidence.
2. That in accordance with section 90(3) of the *Local Government Act 1999* the Executive Committee is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 17/24 – Performance Review Process – Chief Executive Officer on the following grounds:
 - a. pursuant to section 90(3)(a) of the Act, the information to be received, discussed or considered in relation to Report No: 17/24 – Performance Review Process – Chief Executive Officer is information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead), being Chief Executive Officer, Mr Roberto Bria, in that details of his performance will be discussed, which are sensitive and are details only known to those who have participated in the discussion.

3. **The Executive 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 Councillor Fleming, Seconded Councillor Lindop **Carried Unanimously**

Councillor O'Donohue joined the meeting at 5.11pm.

The Executive Committee is charged with the responsibility for undertaking the annual performance review of the Chief Executive Officer (CEO).

This report outlines the process and performance criteria to be used to undertake the 2023-24 review of the CEO.

Motion

The Executive Committee advises Council it:

1. **confirms the process and criteria to be undertaken for the 2023-24 performance review of the Chief Executive Officer.**

RETAIN IN CONFIDENCE - section 91(7) Order

2. **That having considered Agenda Item 8.1 17/24 – Performance Review Process – Chief Executive Officer in confidence under section 90(2) and (3)(a) of the *Local Government Act 1999*, the Executive Committee, pursuant to section 91(7) of that Act orders that the report and attachment be retained in confidence for a period of 24 months and this order be reviewed every 12 months.**

Moved Councillor O'Donohue, Seconded Councillor Patton **Carried Unanimously**

8.2 Remuneration Benchmarking – Chief Executive Officer (Report No: 18/24)

Motion – Exclusion of the Public Section 90(3)(a)

1. **That pursuant to section 90(2) of the *Local Government Act 1999* Executive Committee hereby orders that the public be excluded from attendance at this meeting with the exception of the General Manager Assets and Delivery and Staff minute taker in attendance at the meeting in order to consider Report No: 18/24 - Remuneration Benchmarking – Chief Executive Officer in confidence.**
2. **That in accordance with section 90(3) of the *Local Government Act 1999* the Executive Committee is satisfied that it is necessary that the public be excluded to consider the information contained in Report No: 18/24 - Remuneration Benchmarking – Chief Executive Officer on the following grounds:**
 - a. **pursuant to section 90(3)(a) of the Act, the information to be received, discussed or considered in relation to Report No: 18/24 - Remuneration Benchmarking – Chief Executive Officer is information the disclosure of which would involve**

the unreasonable disclosure of information concerning the personal affairs of any person (living or dead), being Chief Executive Officer, Mr Roberto Bria, in that details of his salary will be discussed, which are sensitive and are details only known to those who have participated in the discussion.

- 3. The Executive 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 Councillor Fleming, Seconded Councillor Lindop **Carried Unanimously**

The Executive Committee is charged with the responsibility for undertaking the annual performance appraisal of the Chief Executive Officer (CEO).

The CEO's employment contract requires that his performance is reviewed annually and that his Total Employment Cost (TEC) package is also reviewed annually with the CEO's participation, within one month following the performance review.

In 2020, Council resolved (C090620/1930) that a benchmark report on remuneration be brought back to the Executive Committee in February 2021.

It is now timely for another review to be undertaken.

Motion

- 1. That the Committee notes this report.**

RETAIN IN CONFIDENCE - section 91(7) Order

- 2. That having considered Agenda Item 8.2 18/24 - Remuneration Benchmarking – Chief Executive Officer in confidence under section 90(2) and (3)(a) of the *Local Government Act 1999*, the Executive Committee, pursuant to section 91(7) of that Act orders that the report and attachments be retained in confidence for a period of 24 months and that this order be reviewed every 12 months.**

Moved Councillor Fleming, Seconded Councillor O'Donohue **Carried Unanimously**

9. CLOSURE

The Meeting closed at 5.26pm.

CONFIRMED 7 May 2024

CHAIR

Attachment 2



C140223/7343

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; and
 - c. Four other Elected Members being one from each Council ward, appointed by Council.
6. The Executive Committee must appoint a Qualified Independent Person to provide independent advice regarding the Chief Executive Officer's performance review. The Qualified Independent Person 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. The Qualified Independent Person is appointed for a term not exceeding the term of Council. On expiry of their term, the Qualified Independent Person may be re-appointed by Council.
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.
8. The Mayor, or in his/her absence, the Deputy Mayor is the Chairperson of the Executive Committee.
9. Meetings are conducted in accordance with Part 3 of *the Local Government (Procedures at Meetings) Regulations 2000*.



C140223/7343

10. Minutes of the Executive Committee meetings will be presented to Council as soon as practicable.
11. Meetings will be open to the public unless sec 90(3) of the *Local Government Act 1999* applies.
12. A quorum comprises 4 members and no business can be transacted unless a quorum is present.
13. 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: 15.1

Subject: ITEMS IN BRIEF

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. **Local Government Association – Nominations to the Environment Protection Authority Board Update**
 2. **Local Government Association – Nominations to the SA Heritage Council Update**
 3. **Australia Day Awards and Citizenship Ceremony 2024**
-

Report

1. **Local Government Association – Nominations to the Environment Protection Authority Board Update**

Council received an update from the Local Government Association for its nomination of Mayor Wilson for the Environment Protection Authority Board.

Refer Attachment 1

2. **Local Government Association – Nominations to the SA Heritage Council Update**

Council received an update from the Local Government Association for its nomination of Mr Anthony Marroncelli for the SA Heritage Council Board.

Refer Attachment 2

3. **Australia Day Awards and Citizenship Ceremony 2024**

Council's 2024 Australia Day Awards and Citizenship Ceremony was held at Jimmy Melrose Park on the Glenelg Foreshore on 26 January 2024. A total of 67 new citizens from 26 countries made their citizenship pledge.

A welcome message was delivered by Australia Day Ambassador, Dr Trudy Lin, with attendance by Government Representatives, Senator the Hon. Penny Wong, Minister for Foreign Affairs, Ms Louise-Miller Frost MP, Member for Boothby, The Hon. David Speirs MP, Leader of the Opposition and Member for Black, The Hon. Sarah Game MLC, Ms Sarah Andrews MP, Member for Gibson, Mr Stephen Patterson MP, Local Member for Morphett.

Every year on Australia Day, Council recognises and celebrates the outstanding achievements and contributions of members in our community with the Australia Day and Community Recognition Awards.

A Selection Panel comprising of the Mayor, two Elected Members and Chief Executive Officer assessed the nominations received, with the following winners announced:

- Citizen of the Year – Peter Tidswell
- Young Citizen of the Year – Josh Warne
- Community Event of the Year – St Jude’s Community Meal project
- Award for Active Citizenship (three winners)
 - Greg and Richelle Patrick
 - Malcolm “Pip” Pearson
 - Virginia Summers

Written By: Executive Officer and Assistant to the Mayor

Chief Executive Officer: Mr R Bria

Attachment 1

From: [LGA - Nominations](#)
To: [justin.common@phu.nguyen@onkaparinga.sa.gov.au](#); [mbarone](#); [t.terlet@nawma.sa.gov.au](#); [Paul Sutton](#); [Tony Harrison](#); [Roberto Bria](#); [dstevenson](#); [sam.johnson](#); [acatinari](#)
Subject: Environment Protection Authority: LGA Board-endorsed nominees
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Dear Chief Executive Officer,

RE: Nominations to the Environment Protection Authority Board: LGA Board-endorsed nominees

In response to the call for nominations for appointment to the Environment Protection Authority Board (EPA Board) the LGA received a nomination from your council.

At its meeting of 18 January 2024, the LGA Board of Directors resolved to submit a panel of three nominees listed below (in order of preference) for the appointment of one person to the EPA Board:

Ms Jade Ballantine (Whyalla City Council)
Ms Julia Grant (City of Onkaparinga)
Mr Mario Barone (City of Norwood Payneham & St Peters)

Please advise your council's nominee of the Board of Directors' decision.

We will advise you of the final appointment once we have been notified by the Minister's Office or relevant outside body.

In the meantime, if you have any queries in relation to this matter, please contact the Nominations Coordinator via nominationscoordinator@lga.sa.gov.au

Kind regards,
Tami

Tami Norman • Director Governance | Nominations Coordinator • Local Government Association

nominationscoordinator@lga.sa.gov.au • www.lga.sa.gov.au • Follow us on    
148 Frome Street Adelaide 5000 • GPO Box 2693 Adelaide SA 5001

The LGA acknowledges Aboriginal and Torres Strait Islander people as the traditional custodians of the land, and we offer our respects to their Elders past, present and emerging. We advocate for and encourage South Australian councils to strengthen relationships with their local Aboriginal communities.



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Attachment 2

From: [LGA - Nominations](#)
To: [Paul Sutton](#); [Mark Withers](#); [mbarone](#); [Roberto Bria](#); [acatinari](#)
Subject: SA Heritage Council: LGA Board-endorsed nominees
Date: Thursday, 25 January 2024 4:48:03 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Dear Chief Executive Officer,

RE: Nominations to the SA Heritage Council: LGA Board-endorsed nominees

In response to the call for nominations for appointment to the SA Heritage Council the LGA received a nomination from your council.

At its meeting of 18 January 2024, the LGA Board of Directors resolved to submit a panel of three nominees listed below (in alphabetical order) for the appointment of one person to the SA Heritage Council:

Mr Jim Gronthos (City of Charles Sturt)
Mr Steven Hooper (City of Port Adelaide Enfield)
Ms Eleanor Walters (City of Norwood Payneham & St Peters)

Please advise your council's nominee of the Board of Directors' decision.

We will advise you of the final appointment once we have been notified by the Minister's Office or relevant outside body.

In the meantime, if you have any queries in relation to this matter, please contact the Nominations Coordinator via nominationscoordinator@lga.sa.gov.au

Kind regards,
Tami

Tami Norman • Director Governance | Nominations Coordinator • Local Government Association

nominationscoordinator@lga.sa.gov.au • www.lga.sa.gov.au • Follow us on    
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Item No: 15.2

Subject: **BUDGET AND ANNUAL BUSINESS PLAN UPDATE – AS AT
31 DECEMBER 2023**

Summary

This report covers the second update of Council's 2023-24 budget conducted as at 31 December 2023.

A comprehensive review of Municipal budgets has increased the forecast operating surplus by \$161,048 to a forecast surplus of \$617,520. Major favourable variances accounted for include savings on the cost of borrowings and additional revenue from car parking and hoarding fees.

Capital expenditure has increased by \$1,170,974 as a result of additional project funding already approved by Council and funding required to complete existing projects. This has been offset by an increase in capital revenue of \$62,186 from the sale of cabins at the Brighton Holiday Park.

Alwyndor forecast a decrease in their operating surplus of \$97,097 to \$412,020 mainly due to continuous growth of Home Care Packages offset by higher employment, materials, and contractor costs. Forecast capital expenditure remains unchanged.

Attached are financial reports for Municipal and Alwyndor operations, commercial activities, and progress summaries and analysis of Annual Business Plan projects.

Recommendation

That Council:

1. **notes the second 2023-24 budget update for Council's municipal operations including:**
 - (a) **an increase in the forecast operating result for 2023-24 of \$161,048 from a surplus of \$456,473 to a surplus of \$617,520;**
 - (b) **an increase in forecast capital expenditure of \$1,170,974 from \$33.149 million to \$34.320 million;**
 - (c) **an increase in forecast capital revenue of \$62,186 from \$5.584 million to \$5.647 million;**
 - (d) **an increase in forecast net financial liabilities of \$947,740 at 30 June 2023 from \$38.321 million to \$39.268 million.**
2. **notes the first 2023-24 budget update for Alwyndor operations including:**
 - (a) **a decrease in the forecast operating surplus for 2023-24 of \$97,097 from \$509,117 to \$412,020;**
 - (b) **no change in forecast capital expenditure of \$1.902 million;**

- (c) a decrease in the forecast funding required for 2023-24 of \$118,098 from a funding surplus of \$806,098 to a funding requirement of \$688,000.

3. notes the Annual Business Plan quarterly update for December 2023.

Background

The *Local Government (Financial Management) Regulations 2011* require three specific budget performance reports to be prepared and considered by councils including:

1. Budget Update (at least twice per year);
2. Mid-year Budget Review (once per year); and
3. Report on Financial Results (after completion and audit of annual financial statement of previous financial year).

The three reports collectively are intended to provide a comprehensive reporting process that allows Council to track performance against the financial targets it established in its annual budget.

Report

The current forecast projections comprise the original budget adopted by Council at its meeting on 27 June 2023, items carried forward from 2022-23 adopted by Council on 22 August 2023 and the first budget update as at 30 September 2023 adopted by Council on 24 October 2023.

Following a comprehensive review of these budgets a number of proposed variations have been identified for both Municipal and Alwyndor operations.

Municipal Operations

Positive operational variances include: \$150,000 additional Car Parking revenue; \$62,000 additional hoarding fee income generated as a result of continuing developer construction works and savings of \$200,000 on estimated borrowing costs. The favourable variance on expected borrowing costs is only an issue of timing between financial years as a number of committed major projects will now be completed next year. This is in line with Council's Treasury Management Policy of new loans being acquired only as required.

These positive variances will be offset by the asset management business operation review (\$110,000) and the Council approved budget for the removal of coastal tea trees (*Leptospermum laevigatum*) along the coastal dunes (\$42,000).

The increase in capital expenditure is mostly to account for the budget adjustments previously approved by Council.

Alwyndor Operations

A number of factors have contributed to an estimated increase in expenditure. Employment costs have increased by \$1,629,000 with reasons including the need for additional roles to support the high growth in Home Care Packages and higher than budgeted wage increases due to the increases to award wages for direct Aged Care Workers.

Materials, contracts and other expenses have increased by \$977,000 due to additional brokered services in Support at Home.

Forecast revenue has also increased by \$2,487,000 due to higher Government-mandated subsidies, the continued high growth in Home Care Packages and improved return on the investment portfolio.

Further details of the amounts and notes along with funding statements for both Municipal and Alwyndor operations have been prepared and are attached to this report.

Refer Attachment 1

The statements comprise six columns:

- The 2023-24 original full year budget.
- The current year to date revised forecast.
- Actual to 31 December 2023.
- Year to date variance to 31 December 2023.
- The current approved full year revised forecast comprising the original budget, items carried forward from 2022-23 and the budget updates to 30 September 2023.
- Proposed budget forecasts variances arising from this budget update.

Major year-to-date variances have been accounted for as part of this budget update. The remaining year-to-date variances are the result of budget timings.

Financial Statements

The financial regulations also require the mid-year review to include a revised forecast of each item shown in the budgeted financial statements compared with estimates in the budget presented in a manner consistent with the Model Financial Statements.

These financial statements have been prepared and are provided for Municipal, Alwyndor and consolidated operations.

Refer Attachment 2

Commercial Activities

Comparative reports to 31 December 2023 have been provided for Council's major commercial activities including Brighton Caravan Park, Partridge House and Partridge Street carpark.

Refer Attachment 3

Financial Indicators

Financial indicators have been prepared including an operating surplus ratio, net financial liabilities ratio and asset sustainability ratio.

The operating surplus ratio is determined by calculating the operating surplus/(deficit) before capital amounts as a percentage of total operating revenue.

The net financial liabilities ratio is determined by calculating total liabilities less financial assets as percentage of total operating revenue.

Another relevant measure of ability to service debt is the interest cover ratio. The interest cover ratio is measured by calculating net financial interest as a percentage of the total operating revenue. A ratio of 5% indicates that for every \$100 of revenue \$5 is spent in net interest payments. The current interest cover ratio indicates that council is in a strong financial position to manage debt.

The asset sustainability ratio is determined by calculating capital expenditure on the renewal or replacement of existing assets, excluding new capital works, as a percentage of planned expenditure detailed in the Asset Management Plan. This ratio measures the extent to which existing infrastructure and assets are being replaced.

The following tables provide updated forecasts for these and other major ratios for council, Alwyndor and the consolidated result for both entities at 31 December 2023.

Municipal Funds	Target – from 2023-24 Annual Budget / LTFP	Original Budget Forecast	Revised Budget Forecast
Operating Result ¹	≥ 0	\$385,945 Surplus	\$617,520 Surplus
Operating Ratio ²	≥ 0%	0.7%	1.1%
Net Financial Liabilities ratio ³	≤ 75%	74%	72%
Interest Cover Ratio ⁴	≤ 5%	1.7%	1.5%
Asset Sustainability Ratio ⁵	90% -110%	100%	187%

¹ **Operating Result** is the result from total operating income less total operating expenses before asset disposals, amounts received for assets and changes in the valuations of assets.

² **Operating Ratio** expresses the operating result as a percentage of total operating income.

³ **Net Financial Liabilities Ratio** expresses total liabilities less total financial assets as a percentage of total operating income.

⁴ **Interest Cover Ratio** expresses finance costs including interest on borrowings less interest on investments as a percentage of total operating revenue excluding interest on investments.

⁵ **Asset Sustainability Ratio** is defined as net capital expenditure on the renewal and replacement of existing assets expressed as a percentage of the asset management plan required expenditure.

Ratio – Alwyndor Funds	Target – from 2023-24 Annual Budget / LTFP	Original Budget Forecast	Revised Budget Forecast
Operating Result	≥0	\$509,117 Surplus	\$412,020 Surplus
Net Financial Liabilities ratio	NA	39%	39%
Asset Sustainability Ratio	90% -110%	85%	85%

Ratio – Consolidated Funds*	Target – from 2023-24 Annual Budget / LTFP	Original Budget Forecast	Revised Budget Forecast
Operating Result	≥ 0	\$895,062 Surplus	\$1,029,540 Surplus
Operating Ratio	$\geq 0\%$	1.0%	1.1%
Net Financial Liabilities ratio	$\leq 75\%$	59%	57%
Interest Cover Ratio	$\leq 5\%$	0.2%	0.9%
Asset Sustainability Ratio	90% -110%	97%	167%

*Amounts and ratios include Alwyndor operations.

Additional financial indicators have been identified for Alwyndor operations which give a better measure of financial performance. These measures and indicators have been included in the table overleaf as at 31 December 2023.

Additional Alwyndor Performance Indicators	Target	Actual to 31 December 2023
Cash to total revenue	5.0%	35.0%
Cash Liquidity Level – ability to refund bonds/refundable accommodation deposits (RAD's)	Minimum of \$2.5m	\$7.47m
Bed occupancy rate – year-to-date average	98.0%	96.0%
Average direct care funding per resident per day (Aged Care Funding Instrument)	\$250.00	\$252.14
No. of Home Support Packages	559	572
Home Support funding utilisation – the portion of revenue generated from Home Support Package funds.	78.0%	79.0%

Annual Business Plan Quarterly Update

The City of Holdfast Bay is pursuing the vision set out in the *Strategic Plan Our Holdfast 2050+* and the three focus areas that support it.

Our Holdfast 2050+ Vision

Protecting our heritage and beautiful coast, while creating a welcoming and healthy place for all in South Australia's most sustainable city.

To achieve this vision, we have identified three focus areas:

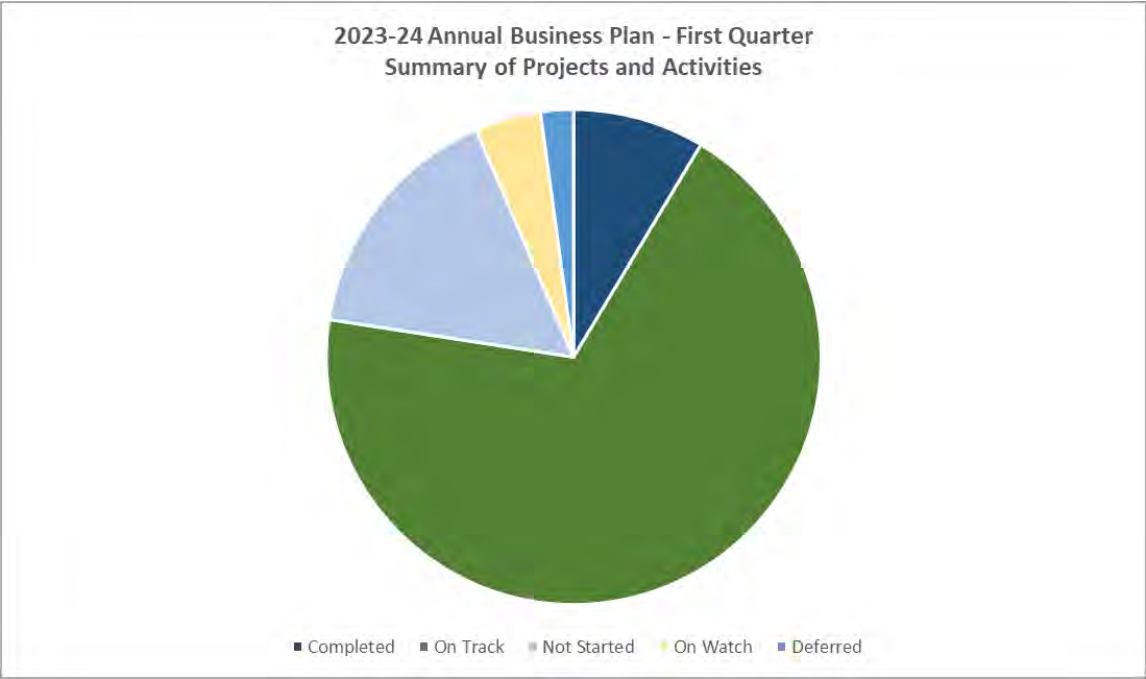
- **WELLBEING** - Good health and economic success in an environment and a community that supports wellbeing.
- **SUSTAINABILITY** - A city, economy and community that is resilient and sustainable.
- **INNOVATION** - A thriving economy and community that values life-long education, research, creativity and entrepreneurialism.

To deliver this Strategic Plan, the *Our Plan for Our Place 2023-24 Annual Business Plan* (the Business Plan) outlines specific actions for the year. These actions are aligned to one of the three focus areas.

The attached report captures progress against the Business Plan. It notes that 64 projects (70 per cent) are ‘on track’, eight (nine per cent) are ‘completed’, two (two per cent) are ‘deferred’ and another 15 (16 per cent) are listed as ‘not started’. There are four projects (four per cent) that are ‘on watch’ No projects are ‘off track’.

Refer Attachment 4

The following chart gives an overview of project status in all focus areas.



The following table provides more detail on those projects that are ‘on watch’ in each focus area.

WELLBEING

Project Title	Status	Notes
Kingston Park Stages 4 & 6 - Detailed Design	On Watch	Project is on watch with ongoing discussions with Kurna representatives regarding next steps.

SUSTAINABILITY

Project Title	Status	Notes
Patawalonga Lock - renewal	On Watch	To be re-scoped and re-tendered following previous unsuccessful tender

INNOVATION

Project Title	Status	Notes
Brighton Caravan Park - Stage 2 redevelopment	On Watch	Administration are currently updating the business plan for the Holiday Park which will provide direction on next steps.
Glenelg Town Hall - Ground Floor Upgrade	On Watch	Scope of the project dependent on the 'Sharing the Collection' initiative.

External Grants

As at 31 December 2023 council has received \$819,024 in external grant funding for 2023-24 projects.

The attached table provides the details of our external grant position.

Refer Attachment 5

Budget

The content and recommendation of this report indicates the effect on the budget.

Life Cycle Costs

Not applicable

Strategic Plan

Statutory compliance

Council Policy

Not applicable

Statutory Provisions

Local Government (Financial Management) Regulations 2011, Regulation 9.

Written By: Management Accountant Lead

General Manager: Strategy and Corporate, Ms S Wachtel

Attachment 1



City of Holdfast Bay Municipal Funds Statement as at December 2023

2023 - 2024 Original Budget \$'000	Year to Date				2023 - 2024 Adopted Forecast \$'000	Proposed Forecast Adjustment \$'000	Note
	Adopted Forecast \$'000	Actual \$'000	Variance \$'000				
169	160	244	(84)	Cemeteries	269	9	1
535	266	213	53	Commercial & Club Leases	535	(67)	2
(1,265)	(652)	(648)	(4)	Council Administration	(1,265)	-	
(912)	(462)	(459)	(3)	Development Services	(915)	(20)	3
1,672	491	490	1	FAG/R2R Grants	2,127	-	
(2,087)	(1,334)	(1,334)	0	Financial Services	(2,019)	-	
(10,911)	(5,411)	(5,429)	19	Financial Services-Depreciation	(10,821)	-	
(280)	-	-	-	Financial Services-Employee Leave Provisions	(280)	-	
(985)	(412)	(226)	(185)	Financial Services-Interest on Borrowings	(985)	200	4
91	-	-	-	Financial Services-SRWRA	91	-	
41,372	42,092	42,111	(19)	General Rates	41,372	-	
(2,992)	(1,947)	(2,020)	73	Innovation & Technology	(2,992)	-	
(717)	(276)	(243)	(32)	People & Culture	(722)	-	
(964)	(434)	(428)	(6)	Strategy & Governance	(964)	-	
(1,440)	(729)	(675)	(54)	City Activation	(1,537)	43	5
(1,089)	(619)	(561)	(59)	Community Events	(1,089)	11	6
(369)	(184)	(183)	(1)	Community and Business Administration	(369)	-	
1,502	592	521	70	Commercial - Brighton Caravan Park	1,502	-	
35	10	9	0	Commercial - Partridge House	35	-	
-	294	272	22	Jetty Road Mainstreet	(115)	-	
(583)	(297)	(284)	(12)	Communications and Engagement	(583)	-	
831	559	1,016	(456)	Community Safety	821	178	7
(669)	(307)	(279)	(28)	Community Wellbeing	(673)	-	
(570)	(282)	(272)	(10)	Customer Service	(570)	-	
(1,565)	(772)	(802)	31	Library Services	(1,655)	-	
(335)	(167)	(226)	58	Assets & Delivery Administration	(335)	(110)	8
(1,532)	(645)	(609)	(37)	Engineering & Traffic	(1,707)	(42)	9
(659)	(332)	(334)	2	Environmental Services	(683)	(40)	10
(8,682)	(4,180)	(4,235)	55	Field Services & Depot	(8,801)	-	
(2,388)	(1,019)	(975)	(44)	Property Management	(2,388)	-	
(572)	(256)	(246)	(10)	Public Realm and Urban Design	(572)	-	
(726)	(278)	(216)	(62)	Street Lighting	(726)	-	
(4,530)	(1,669)	(1,561)	(109)	Waste Management	(4,530)	-	
999	-	-	-	Less full cost attribution - % admin costs capitalised	999	-	
386	21,800	22,631	(831)	=Operating Surplus/(Deficit)	456	161	
10,911	5,411	5,429	(19)	Depreciation	10,821	-	
189	-	-	-	Other Non Cash Items	189	-	
11,100	5,411	5,429	(19)	Plus Non Cash Items in Operating Surplus/(Deficit)	11,010	-	
11,486	27,211	28,061	(850)	=Funds Generated from Operating Activities	11,467	161	
484	4,715	3,441	1,273	Amounts Received for New/Upgraded Assets	4,977	-	
201	473	365	108	Proceeds from Disposal of Assets	607	62	11
685	5,188	3,806	1,382	Plus Funds Sourced from Capital Activities	5,584	62	
(8,170)	(5,355)	(3,649)	(1,706)	Capital Expenditure on Renewal and Replacement	(12,842)	(246)	
(7,560)	(6,499)	(4,137)	(2,362)	Capital Expenditure on New and Upgraded Assets	(20,308)	(925)	
(15,730)	(11,854)	(7,786)	(4,068)	Less Total Capital Expenditure	(33,149)	(1,171)	12
217	109	208	(99)	Plus: Repayments of loan principal by sporting groups	217	-	
217	109	208	(99)	Plus/(less) funds provided (used) by Investing Activities	217	-	
(3,342)	20,654	24,289	(3,636)	= FUNDING SURPLUS/(REQUIREMENT)	(15,881)	(948)	
Funded by							
-	(90)	(90)	-	Increase/(Decrease) in Cash & Cash Equivalents	-	-	
-	20,046	23,824	(3,778)	Non Cash Changes in Net Current Assets	3,382	-	
(4,738)	-	-	-	Less: Proceeds from new borrowings	(20,659)	(948)	
1,396	698	554	143	Plus: Principal repayments of borrowings	1,396	-	
(3,342)	20,654	24,289	(3,636)	=Funding Application/(Source)	(15,881)	(948)	

Note 1 – Cemeteries - \$9,000 favourable

Additional memorial revenue (\$27,000) offset by increased expenditure on memorials and plaques (\$18,000).

Note 2 – Commercial & Club Leases - \$67,000 unfavourable

Rent assistance provided during exeloo construction works at the Boardway Kiosk.

Note 3 – Development Services - \$20,000 unfavourable

Higher legal fees for appeals.

Note 4 – Financial Services-Interest on Borrowings- \$200,000 favourable

Savings on budgeted interest costs due to timing of short-term borrowings.

Note 5 – City Activation - \$43,000 favourable

Additional revenue from pop-up stores at Glenelg Town Hall.

Note 6 – Community Events - \$11,000 favourable

Overall saving on completed events – including Tour Down Under, Brighton Street Parties and New Years Eve.

Note 7 – Community Safety - \$178,000 favourable

Higher than forecast revenue for car parking (\$150,000), hoarding fees (\$60,000) and dog and cat management (\$23,000) offset by additional expenditure on security (\$20,000) and repairs and maintenance (\$35,000).

Note 8 - Assets & Delivery Administration - \$110,000 unfavourable

Support required for reviewing asset management business operations.

Note 9 – Environmental Services - \$42,000 unfavourable

Council approved budget for removal of tea trees along the coastal dunes – resolution C241023/7582.

Note 10 - Field Services & Depot - \$40,000 unfavourable

Additional expenditure required to complete the back log of tree maintenance.

Note 11- Amounts Received for New/Upgraded Assets - \$62,000 favourable

Revenue from the sale of four cabins at Brighton Caravan Park. The corresponding expenditure budget has also been increased – see note 12.

Note 12 – Capital Expenditure - \$1,170,000 unfavourable

Capital expenditure already approved by Council (\$925,000) - C281123/7621, C121223/7645, C241023/7587 and C281123/7616.

Funded budget increases:

- \$62,000 - Brighton Caravan Park - Renewal Program – funded by the sale of cabins – see note 11

Other budget increases:

- \$100,000 - Additional expenditure required for Glenelg Rotunda Roof replacement
- \$27,000 - Additional expenditure required for the completion of the Beach Access Points
- \$22,000 - Additional expenditure required for Somerton Surf Life Saving Club toilet upgrade
- \$16,000 - Re-design and replacement of damaged entry doors at the Brighton Sport and Social Club to resolve ongoing maintenance and safety issue.



**Alwyndor Aged Care
Funds Statement as at 31 December 2023**

2023-24 Budget \$'000	Year to Date				2023-24 Adopted Forecast \$'000	Proposed Forecast Adjustment \$'000	2023-24 Proposed Forecast \$'000	Note
	Adopted Original Budget \$'000	Actual YTD \$'000	Variance \$'000					
8,638	4,319	3,790	529	User Charges	8,638	(763)	7,875	
15,909	7,955	9,213	(1,258)	Operating Grants and Subsidies	15,909	2,771	18,680	
857	428	580	(152)	Investment Income	857	243	1,100	
8,029	4,014	3,777	238	Reimbursements	8,029	(254)	7,775	
7,361	3,681	3,877	(197)	Other Income	7,361	489	7,850	
40,793	20,397	21,236	(840)	Operating Revenue	40,793	2,487	43,280	2
(28,241)	(14,120)	(14,810)	690	Employee Costs - Salaries & Wages	(28,241)	(1,629)	(29,870)	3
(10,283)	(5,141)	(5,518)	377	Materials, Contracts and Other Expenses	(10,283)	(977)	(11,260)	4
(143)	(71)	(53)	(19)	Finance Charges	(143)	23	(120)	
(1,618)	(809)	(742)	(67)	Depreciation	(1,618)	-	(1,618)	
(40,284)	(20,142)	(21,124)	982	Less Operating Expenditure	(40,284)	(2,584)	(42,868)	
509	255	113	142	=Operating Surplus/(Deficit)	509	(97)	412	1
-	-	(13)		13 Net gain/(loss) on disposal of investments	-	(20)	(20)	
-	-	294		(294) Net gain/(loss) on Fair Value movement on investments	-	310	310	
509	255	394	(140)	=Net Surplus/(Deficit)	509	193	702	
1,618	809	742	67	Depreciation	1,618	-	1,618	
-	-	13	(13)	Net gain/(loss) on disposal of investments	-	20	20	
-	-	(294)	294	Net gain/(loss) on Fair Value movement on investments	-	(310)	(310)	
581	291	251	40	Provisions	581	(21)	560	
2,199	1,099	712	387	Plus Non Cash Items in Operating Surplus/(Deficit)	2,199	(311)	1,888	
2,708	1,354	1,106	248	=Funds Generated from Operating Activities	2,708	(118)	2,590	
-	-	-	-	Amounts Received for New/Upgraded Assets	-	-	-	
-	-	-	-	Proceeds from Disposal of Assets	-	-	-	
-	-	-	-	Plus Funds Sourced from Capital Activities	-	-	-	
-	-	-	-	Capital Expenditure on Renewal and Replacement	-	-	-	
(1,902)	(951)	(799)	(152)	Capital Expenditure on New and Upgraded Assets	(1,902)	-	(1,902)	
(1,902)	(951)	(799)	(152)	Less Total Capital Expenditure	(1,902)	-	(1,902)	
806	403	307	96	= Funding SURPLUS/(REQUIREMENT)	806	(118)	688	1
Funded by								
806	403	307	96	Increase/(Decrease) in Cash & Cash Equivalents	806	(118)	688	
806	403	307	96	=Funding Application/(Source)	806	(118)	688	

Alwyndor - Notes December 2023

1 Operating Deficit

- The projected operating surplus of \$412K, after allowing for non-cash items and proposed capital expenditure, is expected to result in a forecasted funding surplus of \$688K. This surplus will contribute to the increase of the existing cash reserves.
- Growth targets have been amended to consider the year-to-date performance and the impact of the changing environment and associated assumptions throughout the year.

Key changes from the Adopted Forecast (\$509K operating deficit) are as follows:

2 Operating Revenue

- Government-mandated subsidies for residential services increased due to higher AN-ACC prices, rising from an average of \$243.10 to \$253.82 per resident starting from December 1, 2023.
- The continuous growth of Home Care Packages is anticipated with the projected acquisition of an additional 92 packages.
- Higher Brokered income from Home Care, offset by higher associated Materials, Contracts and other expenditure costs.
- Increase in revenue from clients participating in the Commonwealth Home Support Program (CHSP), with additional income recorded for the Allied Therapy services.
- Increase in the investment yield from the investment portfolio.

3 Employee Costs – Salaries & Wages

- Additional staff have been recruited in response to the increased demand for Support at Home services and the Aged Care Reform mandated Minutes of Care in Residential.
- Wage increases, consistent with our Enterprise Agreement, have exceeded the initial 3% assumption in our original budget. This adjustment is in line with the June 2023 national wage increase and related workforce market forces, resulting in a revised figure of 5.75%.
- The Adopted Forecast didn't include Work Value (stage 2) income or increases to award wages for direct aged care workers. This was noted as a risk in the preparation of the budget and will be addressed through a budget review and reforecast.
- Higher Overhead costs in response to growth.

4 Materials, Contracts and other Expenses

- Catering service expenses have risen due to an increase in food prices.
- Additional brokered services in Support at Home which are recovered as part of Operating Revenue.

Attachment 2

CITY OF HOLDFAST BAY
PROJECTED INCOME STATEMENT
FOR THE YEAR ENDED 30TH JUNE 2024 - MUNICIPAL FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
41,281,000	41,279,374	Rates - General	41,281,000	-	41,281,000
660,245	660,238	Rates - Jetty Road Glenelg	660,245	-	660,245
82,460	82,460	Rates - Patawalonga Marina	82,460	-	82,460
1,452,167	1,468,914	Rates - RL Levy	1,452,167	-	1,452,167
2,641,300	1,909,674	Statutory Charges	2,641,300	233,000	2,874,300
3,498,000	1,569,964	User Charges	3,578,000	(24,000)	3,554,000
2,045,863	885,641	Operating Grants & Subsidies	2,588,577	25,000	2,613,577
72,000	68,271	Investment Income	72,000	-	72,000
711,264	377,801	Reimbursements	731,264	27,000	758,264
843,743	519,455	Other	853,743	(14,700)	839,043
90,600	-	Share of profit - joint ventures	90,600	-	90,600
53,378,642	48,821,791	TOTAL REVENUES	54,031,356	246,300	54,277,656
		EXPENSES			
19,245,443	10,391,557	Employee Costs	19,484,080	12,020	19,496,100
21,843,562	10,139,286	Materials, contracts and other expenses	22,277,111	273,232	22,550,343
992,692	230,161	Finance Charges	992,692	(200,000)	792,692
10,911,000	5,429,419	Depreciation	10,821,000	-	10,821,000
-	-	Less full cost attribution	-	-	-
52,992,697	26,190,423	TOTAL EXPENSES	53,574,883	85,252	53,660,135
385,945	22,631,368	Operating Surplus/(Deficit) - Before Capital Revenue	456,473	161,048	617,521
483,500	3,441,413	Amounts specifically for new or upgraded assets	4,977,091	-	4,977,091
869,445	26,072,782	NET SURPLUS/(DEFICIT)	5,433,564	161,048	5,594,612

CITY OF HOLDFAST BAY
PROJECTED BALANCE SHEET
AS AT 30TH JUNE 2024 - MUNICIPAL FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
		CURRENT ASSETS			
842,279	24,966	Cash and cash equivalents	113,819	-	113,819
2,964,725	19,828,065	Trade and Other Receivables	3,519,548	-	3,519,548
3,807,004	19,853,031	TOTAL CURRENT ASSETS	3,633,367	-	3,633,367
		NON-CURRENT ASSETS			
643,769	679,732	Financial Assets	409,732	-	409,732
4,119,600	4,250,400	Equity accounted investments-Council businesses	4,341,000	-	4,341,000
879,354,217	864,540,703	Land, Infrastructure, Property, Plant & Equipment	884,080,119	1,108,788	885,188,907
884,117,586	869,470,835	TOTAL NON-CURRENT ASSETS	888,830,851	1,108,788	889,939,639
887,924,590	889,323,866	TOTAL ASSETS	892,464,218	1,108,788	893,573,006
		CURRENT LIABILITIES			
8,794,848	2,213,974	Trade and Other Payables	94,314	-	94,314
1,395,762	546,837	Borrowings	1,350,493	-	1,350,493
3,859,081	3,272,665	Short-term Provisions	9,105,753	-	9,105,753
14,049,691	6,033,476	TOTAL CURRENT LIABILITIES	10,550,560	-	10,550,560
		NON-CURRENT LIABILITIES			
29,565,924	12,264,069	Long-term Borrowings	31,526,553	947,740	32,474,293
281,897	286,585	Long-term Provisions	286,585	-	286,585
29,847,821	12,550,654	TOTAL NON-CURRENT LIABILITIES	31,813,138	947,740	32,760,878
43,897,512	18,584,130	TOTAL LIABILITIES	42,363,698	947,740	43,311,438
844,027,078	870,739,736	NET ASSETS	850,100,520	161,048	850,261,568
		EQUITY			
188,972,671	209,576,673	Accumulated Surplus	188,937,456	161,048	189,098,504
655,054,407	661,163,063	Asset Revaluation Reserve	661,163,063	-	661,163,063
844,027,078	870,739,736	TOTAL EQUITY	850,100,519	161,048	850,261,567

CITY OF HOLDFAST BAY
PROJECTED STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30TH JUNE 2024 - MUNICIPAL FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
188,103,226	183,503,891	Balance at beginning of period	183,503,892		183,503,892
869,445	26,072,782	Net Surplus/(Deficit)	5,433,564	161,048	5,594,612
-	-	Transfers from reserves	-	-	-
188,972,671	209,576,673	Balance at end of period	188,937,456	161,048	189,098,504
655,054,407	661,163,063	ASSET REVALUATION RESERVE	661,163,063	-	661,163,063
655,054,407	661,163,063	TOTAL RESERVES CLOSING BALANCE	661,163,063	-	661,163,063
844,027,078	870,739,736	TOTAL EQUITY	850,100,519	161,048	850,261,567

CITY OF HOLDFAST BAY
PROJECTED BUDGETED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30TH JUNE 2024 - MUNICIPAL FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
(OUTFLOWS)	(OUTFLOWS)		(OUTFLOWS)	(OUTFLOWS)	(OUTFLOWS)
CASH FLOWS FROM OPERATING ACTIVITIES					
<u>Receipts</u>					
53,288,042	24,998,151	Operating Receipts	53,940,756	246,300	54,187,056
<u>Payments</u>					
(40,808,553)	(20,530,843)	Operating payments to suppliers and employees	(41,480,739)	(285,252)	(41,765,991)
(992,692)	(230,161)	Finance Payments	(992,692)	200,000	(792,692)
11,486,797	4,237,147	NET CASH PROVIDED BY OPERATING ACTIVITIES	11,467,325	161,048	11,628,373
CASH FLOWS FROM INVESTING ACTIVITIES					
<u>Receipts</u>					
483,500	3,441,413	Grants specifically for new or upgraded assets	1,595,142	-	1,595,142
201,000	365,005	Sale of replaced assets	607,334	62,186	669,520
217,000	207,688	Repayments of loans (principal) by community groups	217,000	-	217,000
<u>Payments</u>					
(7,561,380)	(3,649,017)	Expenditure on renewal/replacement of assets	(11,977,807)	(245,999)	(12,223,806)
(8,168,730)	(4,136,661)	Expenditure on new/upgraded assets	(21,171,479)	(924,975)	(22,096,454)
(14,828,610)	(3,771,572)	NET CASH (USED IN) INVESTING ACTIVITIES	(30,729,810)	(1,108,788)	(31,838,598)
CASH FLOWS FROM FINANCING ACTIVITIES					
<u>Receipts</u>					
4,737,575	-	Proceeds from Borrowings/CAD - External	20,658,246	947,740	21,605,986
<u>Payments</u>					
(1,395,762)	(554,428)	Repayments of Borrowings/CAD - External	(1,395,762)	-	(1,395,762)
3,341,813	(554,428)	NET CASH PROVIDED BY FINANCING ACTIVITIES	19,262,484	947,740	20,210,224
-	(88,853)	NET INCREASE (DECREASE) IN CASH HELD	-	-	-
842,279	113,819	CASH AND CASH EQUIVALENTS AT BEGINNING OF	113,819	-	113,819
842,279	24,966	REPORTING PERIOD	113,819	-	113,819
842,279	24,966	CASH AND CASH EQUIVALENTS AT END OF	113,819	-	113,819
842,279	24,966	REPORTING PERIOD	113,819	-	113,819

RECONCILIATION OF INCOME STATEMENT TO BUDGETED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30TH JUNE 2024 - MUNICIPAL FUNDS

869,445	26,072,782	SURPLUS FROM INCOME STATEMENT	5,433,564	161,048	5,594,612
NON-CASH ITEMS IN INCOME STATEMENT					
10,911,000	5,429,419	Depreciation	10,821,000	-	10,821,000
189,852	(23,823,640)	Increase in provisions/receivables - nett	(3,192,097)	-	(3,192,097)
11,100,852	(18,394,221)	TOTAL NON-CASH ITEMS	7,628,903	-	7,628,903
CASH ITEMS NOT IN INCOME STATEMENT					
(15,730,110)	(7,785,678)	Capital Expenditure	(33,149,286)	(1,170,974)	(34,320,260)
(1,395,762)	(554,428)	Loan Repayments - External	(1,395,762)	-	(1,395,762)
4,737,575	-	Proceeds from Borrowings - External	20,658,246	947,740	21,605,986
217,000	207,688	Repayments of loans (principal) by community groups	217,000	-	217,000
201,000	365,005	Proceeds from Disposal of Assets	607,334	62,186	669,520
(11,970,297)	(7,767,414)	TOTAL CASH ITEMS	(13,062,468)	(161,048)	(13,223,516)
-	(88,853)	NET INCREASE/(DECREASE)	-	-	-
-	(88,853)	IN CASH AND CASH EQUIVALENTS	-	-	-

CITY OF HOLDFAST BAY
PROJECTED SUMMARY OF OPERATING AND CAPITAL INVESTMENT ACTIVITIES
FOR THE YEAR ENDED 30TH JUNE 2024 - MUNICIPAL FUNDS

<u>2023-24</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>YTD</u> <u>ACTUAL</u> <u>@31/12/23</u>		<u>2023-24</u> <u>Adopted</u> <u>Forecast</u>	<u>Proposed</u> <u>Forecast</u> <u>Adjustments</u>	<u>2023-24</u> <u>Proposed</u> <u>Forecast</u>
\$	\$		\$	\$	\$
53,378,642	48,821,791	Operating Revenues	54,031,356	246,300	54,277,656
(52,992,697)	(26,190,423)	less Operating Expenses	(53,574,883)	(85,252)	(53,660,135)
385,945	22,631,368	Operating Surplus/(Deficit) before Capital Amounts	456,473	161,048	617,521
Less net outlays on Existing Assets					
7,561,380	3,649,017	Capital Expenditure on renewal & replacement of existing assets	11,977,807	-	12,223,806
(10,911,000)	(5,429,419)	Less Depreciation	(10,821,000)	-	(10,821,000)
(3,349,620)	(1,780,402)		1,156,807	-	1,402,806
Less outlays on New and Upgraded Assets					
8,168,730	4,136,661	Capital Expenditure on new & upgraded assets	21,171,479	924,975	22,096,454
(483,500)	(3,441,413)	Less amounts received for new & upgraded assets	(4,977,091)	-	(4,977,091)
7,685,230	695,248		16,194,388	924,975	17,119,363
(3,949,665)	23,716,522	Net lending/(borrowing) for financial year	(16,894,722)	(763,927)	(17,904,648)

PROJECTED FINANCIAL INDICATORS
FOR THE YEAR ENDED 30TH JUNE 2024 - MUNICIPAL FUNDS

<u>2023-24</u> <u>ORIGINAL</u> <u>BUDGET</u>	<u>YTD</u> <u>ACTUAL</u> <u>@31/12/23</u>		<u>2023-24</u> <u>Adopted</u> <u>Forecast</u>	<u>Proposed</u> <u>Forecast</u> <u>Adjustments</u>	<u>2023-24</u> <u>Proposed</u> <u>Forecast</u>
\$	\$		\$		\$
385,945	22,631,368	OPERATING SURPLUS/(DEFICIT) - BEFORE CAPITAL AMOUNTS	456,473	161,048	617,520
OPERATING SURPLUS RATIO (Operating surplus/(deficit) before capital amounts as % of total operating revenue)					
0.72%	46.4%		0.8%	NA	1.1%
39,446,739	(1,948,633)	NET FINANCIAL LIABILITIES - (Total liabilities less financial assets)	\$38,320,599	NA	39,268,339
NET FINANCIAL LIABILITIES RATIO (Total liabilities less financial assets as % of total operating revenue)					
74%	-4%		71%	NA	72%
INTEREST COVER RATIO (Interest expense as % of total operating revenue less investment income)					
1.7%	0.5%		1.7%	NA	1.5%
ASSET SUSTAINABILITY RATIO (Capital expenditure on renewal/replacement of existing assets, excluding new capital expenditure as % of asset management plan)					
100%	56%		184%	NA	187%

**CITY OF HOLDFAST BAY
PROJECTED INCOME STATEMENT
FOR THE YEAR ENDED 30TH JUNE 2024 - ALWYNDOR FUNDS**

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
8,637,532	3,789,779	User Charges	8,637,532	(762,531)	7,875,001
15,909,148	9,212,632	Operating Grants & Subsidies	15,909,148	2,770,852	18,680,000
856,797	579,993	Investment Income	856,797	243,203	1,100,000
8,028,770	3,776,661	Reimbursements	8,028,770	(253,770)	7,775,000
7,361,163	3,877,406	Other	7,361,163	488,837	7,850,000
40,793,410	21,236,471	TOTAL REVENUES	40,793,410	2,486,591	43,280,001
		EXPENSES			
28,240,823	14,810,058	Employee Costs	28,240,823	1,629,177	29,870,000
10,282,689	5,518,452	Materials, contracts and other expenses	10,282,689	977,311	11,260,000
142,800	52,760	Finance Charges	142,800	(22,800)	120,000
1,617,981	742,434	Depreciation	1,617,981	-	1,617,981
40,284,293	21,123,704	TOTAL EXPENSES	40,284,293	2,583,688	42,867,981
509,117	112,767	Operating Surplus/(Deficit) - Before Capital Revenue	509,117	(97,097)	412,020
-	294,164	Unrealised Investment Gain	-	310,102	310,102
509,117	406,931	NET SURPLUS/(DEFICIT)	509,117	213,005	722,122

**CITY OF HOLDFAST BAY
PROJECTED BALANCE SHEET
AS AT 30TH JUNE 2024 - ALWYNDOR FUNDS**

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
		CURRENT ASSETS			
3,500,000	7,470,948	Cash and cash equivalents	3,406,461	(117,656)	3,288,805
3,515,403	7,964,001	Trade and Other Receivables	3,155,131	1,326,077	4,481,208
7,015,403	15,434,949	TOTAL CURRENT ASSETS	6,561,592	1,208,421	7,770,013
		NON-CURRENT ASSETS			
14,057,240	12,964,685	Financial Assets	12,356,951	560,025	12,916,976
40,278,004	40,526,359	Land, Infrastructure, Property, Plant & Equipment	40,757,762	-	40,757,762
54,335,244	53,491,044	TOTAL NON-CURRENT ASSETS	53,114,713	560,025	53,674,738
61,350,647	68,925,993	TOTAL ASSETS	59,676,305	1,768,446	61,444,751
		CURRENT LIABILITIES			
33,886,533	42,001,064	Trade and Other Payables	32,647,489	1,321,000	33,968,489
2,783,426	2,774,168	Short-term Provisions	2,905,712	(20,559)	2,885,153
36,669,959	44,775,231	TOTAL CURRENT LIABILITIES	35,553,201	1,300,441	36,853,642
		NON-CURRENT LIABILITIES			
280,873	512,553	Long-term Provisions	382,709	255,000	637,709
280,873	512,553	TOTAL NON-CURRENT LIABILITIES	382,709	255,000	637,709
36,950,832	45,287,784	TOTAL LIABILITIES	35,935,910	1,555,441	37,491,351
24,399,815	23,638,209	NET ASSETS	23,740,395	213,005	23,953,400
		EQUITY			
5,562,172	4,800,566	Accumulated Surplus	4,902,752	213,005	5,115,757
12,423,289	12,423,289	Asset Revaluation Reserve	12,423,289	-	12,423,289
6,414,354	6,414,354	Other Reserves	6,414,354	-	6,414,354
24,399,815	23,638,209	TOTAL EQUITY	23,740,395	213,005	23,953,400

**CITY OF HOLDFAST BAY
PROJECTED STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30TH JUNE 2024 - ALWYNDOR FUNDS**

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2022-23 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
5,053,055	4,393,635	Balance at beginning of period	4,393,635	-	4,393,635
509,117	406,931	Net Surplus/(Deficit)	509,117	213,005	722,122
5,562,172	4,800,566	Balance at end of period	4,902,752	213,005	5,115,757
12,423,289	12,423,289	ASSET REVALUATION RESERVE	12,423,289	-	12,423,289
6,414,354	6,414,354	ALWYNDOR RESERVES	6,414,354	-	6,414,354
18,837,643	18,837,643	TOTAL RESERVES CLOSING BALANCE	18,837,643	-	18,837,643
24,399,815	23,638,209	TOTAL EQUITY	23,740,395	213,005	23,953,400

**CITY OF HOLDFAST BAY
PROJECTED BUDGETED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30TH JUNE 2024 - ALWYNDOR FUNDS**

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
(OUTFLOWS)					
		CASH FLOWS FROM OPERATING ACTIVITIES			
		<u>Receipts</u>			
40,573,904	24,219,635	Operating Receipts	40,573,904	4,468,362	45,042,266
		<u>Payments</u>			
(38,199,159)	(21,189,759)	Operating payments to suppliers and employees	(38,199,159)	(6,231,404)	(44,430,563)
(142,800)	(52,760)	Finance Payments	(142,800)	36,409	(106,391)
2,231,945	2,977,116	NET CASH PROVIDED BY OPERATING ACTIVITIES	2,231,945	(1,726,633)	505,312
		CASH FLOWS FROM INVESTING ACTIVITIES			
		<u>Receipts</u>			
-	-	Grants specifically for new or upgraded assets	-	-	-
(1,218,330)	313,570	Net purchase of Investment Securities	(1,218,330)	1,500,862	282,532
		<u>Payments</u>			
(1,378,199)	(256,807)	Expenditure on renewal/replacement of assets	(1,378,199)	-	(1,378,199)
(524,421)	(539,863)	Expenditure on new/upgraded assets	(524,421)	-	(524,421)
(3,120,950)	(483,100)	NET CASH (USED IN) INVESTING ACTIVITIES	(3,120,950)	1,500,862	(1,620,088)
		CASH FLOWS FROM FINANCING ACTIVITIES			
		<u>Receipts</u>			
889,005	2,375,507	Aged Care facility Deposits - Net Movement	889,005	913,151	1,802,156
889,005	2,375,507	NET CASH PROVIDED BY FINANCING ACTIVITIES	889,005	913,151	1,802,156
-	4,869,523	NET INCREASE (DECREASE) IN CASH HELD	-	687,380	687,380
3,500,000	2,601,425	CASH AND CASH EQUIVALENTS AT BEGINNING OF	2,601,425		2,601,425
3,500,000	7,470,948	REPORTING PERIOD	2,601,425	687,380	3,288,805
		CASH AND CASH EQUIVALENTS AT END OF			
		REPORTING PERIOD			

**RECONCILIATION OF INCOME STATEMENT TO BUDGETED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30TH JUNE 2024 - ALWYNDOR FUNDS**

509,117	406,931	SURPLUS FROM INCOME STATEMENT	509,117	213,005	722,122
		NON-CASH ITEMS IN INCOME STATEMENT			
1,617,981	742,434	Depreciation	1,617,981	-	1,617,981
104,847	1,827,751	Increase in provisions/receivables - nett	104,847	(1,939,638)	(1,834,791)
1,722,828	2,570,185	TOTAL NON-CASH ITEMS	1,722,828	(1,939,638)	(216,810)
		CASH ITEMS NOT IN INCOME STATEMENT			
(1,902,620)	(796,670)	Capital Expenditure	(1,902,620)	-	(1,902,620)
889,005	2,375,507	Proceeds from Aged Care Facilities Deposits	889,005	913,151	1,802,156
(1,218,330)	313,570	Net Purchase of Investment Securities	(1,218,330)	1,500,862	282,532
(2,231,945)	1,892,407	TOTAL CASH ITEMS	(2,231,945)	2,414,013	182,068
		NET INCREASE/(DECREASE)			
-	4,869,523	IN CASH AND CASH EQUIVALENTS	-	687,380	687,380

**CITY OF HOLDFAST BAY
PROJECTED SUMMARY OF OPERATING AND CAPITAL INVESTMENT ACTIVITIES
FOR THE YEAR ENDED 30TH JUNE 2024 - ALWYNDOR FUNDS**

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
40,793,410	21,236,471	Operating Revenues	40,793,410	2,486,591	43,280,001
(40,284,293)	(21,123,704)	less Operating Expenses	(40,284,293)	(2,583,688)	(42,867,981)
509,117	112,767	Operating Surplus/(Deficit) before Capital Amounts	509,117	(97,097)	412,020
		Less net outlays on Existing Assets			
1,378,199	256,807	Capital Expenditure on renewal & replacement of existing assets	1,378,199	-	1,378,199
(1,617,981)	(742,434)	Less Depreciation	(1,617,981)	-	(1,617,981)
(239,782)	(485,627)		(239,782)	-	(239,782)
		Less outlays on New and Upgraded Assets			
524,421	539,863	Capital Expenditure on new & upgraded assets	524,421	-	524,421
-	-	Less amounts received for for new & upgraded assets	-	-	-
524,421	539,863		524,421	-	524,421
224,478	58,531	Net lending/(borrowing) for financial year	224,478	(97,097)	127,381

PROJECTED FINANCIAL INDICATORS FOR THE YEAR ENDED 30TH JUNE 2024 - ALWYNDOR FUNDS					
2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$		\$
		OPERATING SURPLUS/(DEFICIT) - BEFORE CAPITAL AMOUNTS			
509,117	112,767		509,117	(97,097)	412,020
		OPERATING SURPLUS RATIO (Operating surplus/(deficit) before capital amounts as % of total operating revenue)			
1.2%	0.5%		1.2%	NA	1.0%
		NET FINANCIAL LIABILITIES - (Total liabilities less financial assets)			
15,878,189	16,888,150		\$17,017,367	NA	16,804,362
		NET FINANCIAL LIABILITIES RATIO (Total liabilities less financial assets as % of total operating revenue)			
39%	80%		42%	NA	39%
		INTEREST COVER RATIO (Interest expense as % of total operating revenue less investment income)			
0.3%	0.3%		0.3%	NA	0.3%
		ASSET SUSTAINABILITY RATIO (Capital expenditure on renewal/replacement of existing assets, excluding new capital expenditure as % of depreciation)			
85%	16%		85%	NA	85%

CITY OF HOLDFAST BAY
PROJECTED INCOME STATEMENT
FOR THE YEAR ENDED 30TH JUNE 2024 - CONSOLIDATED FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
41,281,000	41,279,374	Rates - General	41,281,000	-	41,281,000
660,245	660,238	Rates - Jetty Road Glenelg	660,245	-	660,245
82,460	82,460	Rates - Patawalonga Marina	82,460	-	82,460
1,452,167	1,468,914	Rates - NRM Levy	1,452,167	-	1,452,167
2,641,300	1,909,674	Statutory Charges	2,641,300	233,000	2,874,300
12,135,532	5,359,743	User Charges	12,215,532	(786,531)	11,429,001
17,955,011	10,098,273	Operating Grants & Subsidies	18,497,725	2,795,852	21,293,577
928,797	648,264	Investment Income	928,797	243,203	1,172,000
8,740,034	4,154,461	Reimbursements	8,760,034	(226,770)	8,533,264
8,204,906	4,396,861	Other	8,214,906	474,137	8,689,043
90,600	-	Share of profit - joint ventures	90,600	-	90,600
94,172,052	70,058,262	TOTAL REVENUES	94,824,766	2,732,891	97,557,657
		EXPENSES			
47,486,266	25,201,615	Employee Costs	47,724,903	1,641,197	49,366,100
32,126,251	15,657,737	Materials, contracts and other expenses	32,559,800	1,250,543	33,810,343
1,135,492	282,921	Finance Charges	1,135,492	(222,800)	912,692
12,528,981	6,171,853	Depreciation	12,438,981	-	12,438,981
-	-	Less full cost attribution	-	-	-
93,276,990	47,314,127	TOTAL EXPENSES	93,859,176	2,668,940	96,528,116
895,062	22,744,135	Operating Surplus/(Deficit) - Before Capital Revenue	965,590	63,951	1,029,541
483,500	3,441,413	Amounts specifically for new or upgraded assets	4,977,091	-	4,977,091
-	294,164	Unrealised Investment Gain	-	310,102	310,102
1,378,562	26,479,713	NET SURPLUS/(DEFICIT)	5,942,681	374,053	6,316,734

CITY OF HOLDFAST BAY
PROJECTED BALANCE SHEET
AS AT 30TH JUNE 2024 - CONSOLIDATED FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
		CURRENT ASSETS			
4,342,279	7,495,914	Cash and cash equivalents	3,520,280	(117,656)	3,402,624
6,480,128	27,792,066	Trade and Other Receivables	6,674,679	1,326,077	8,000,756
-	-	Inventory	-	-	-
10,822,407	35,287,980	TOTAL CURRENT ASSETS	10,194,959	1,208,421	11,403,380
		NON-CURRENT ASSETS			
14,701,009	13,644,417	Financial Assets	12,766,683	560,025	13,326,708
4,119,600	4,250,400	Equity accounted investments-Council businesses	4,341,000	-	4,341,000
919,632,221	905,067,062	Land, Infrastructure, Property, Plant & Equipment	924,837,881	1,108,788	925,946,669
938,452,830	922,961,879	TOTAL NON-CURRENT ASSETS	941,945,564	1,668,813	943,614,377
949,275,237	958,249,859	TOTAL ASSETS	952,140,523	2,877,234	955,017,757
		CURRENT LIABILITIES			
42,681,381	44,215,038	Trade and Other Payables	32,741,803	1,321,000	34,062,803
1,395,762	546,837	Borrowings	1,350,493	-	1,350,493
6,642,507	6,046,833	Short-term Provisions	12,011,465	(20,559)	11,990,906
50,719,650	50,808,708	TOTAL CURRENT LIABILITIES	46,103,761	1,300,441	47,404,202
		NON-CURRENT LIABILITIES			
29,565,924	12,264,069	Long-term Borrowings	31,526,553	947,740	32,474,293
562,770	799,138	Long-term Provisions	669,294	255,000	924,294
30,128,694	13,063,207	TOTAL NON-CURRENT LIABILITIES	32,195,847	1,202,740	33,398,587
80,848,344	63,871,914	TOTAL LIABILITIES	78,299,608	2,503,181	80,802,789
868,426,893	894,377,945	NET ASSETS	873,840,915	374,053	874,214,968
		EQUITY			
194,534,843	214,377,239	Accumulated Surplus	193,840,208	374,053	194,214,261
667,477,696	673,586,352	Asset Revaluation Reserve	673,586,352	-	673,586,352
6,414,354	6,414,354	Other Reserves	6,414,354	-	6,414,354
868,426,893	894,377,945	TOTAL EQUITY	873,840,914	374,053	874,214,967

CITY OF HOLDFAST BAY
PROJECTED STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30TH JUNE 2024 - CONSOLIDATED FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
193,156,281	187,897,526	Balance at beginning of period	187,897,527	-	187,897,527
1,378,562	26,479,713	Net Surplus/(Deficit)	5,942,681	374,053	6,316,734
-	-	Transfers from reserves	-	-	-
194,534,843	214,377,239	Balance at end of period	193,840,208	374,053	194,214,261
667,477,696	673,586,352	ASSET REVALUATION RESERVE	673,586,352	-	673,586,352
-	-	MUNICIPAL RESERVES	-	-	-
6,414,354	6,414,354	ALWYNDOR RESERVES	6,414,354	-	6,414,354
673,892,050	680,000,706	TOTAL RESERVES CLOSING BALANCE	680,000,706	-	680,000,706
868,426,893	894,377,945	TOTAL EQUITY	873,840,914	374,053	874,214,967

CITY OF HOLDFAST BAY
PROJECTED BUDGETED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30TH JUNE 2024 - CONSOLIDATED FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
(OUTFLOWS)					
CASH FLOWS FROM OPERATING ACTIVITIES					
		<u>Receipts</u>			
93,861,946	49,217,786	Operating Receipts	94,514,660	4,714,662	99,229,322
		<u>Payments</u>			
(79,007,712)	(41,720,602)	Operating payments to suppliers and employees	(79,679,898)	(6,516,656)	(86,196,554)
(1,135,492)	(282,921)	Finance Payments	(1,135,492)	236,409	(899,083)
13,718,742	7,214,263	NET CASH PROVIDED BY OPERATING ACTIVITIES	13,699,270	(1,565,585)	12,133,685
CASH FLOWS FROM INVESTING ACTIVITIES					
		<u>Receipts</u>			
483,500	3,441,413	Grants specifically for new or upgraded assets	1,595,142	-	1,595,142
201,000	365,005	Sale of replaced assets	607,334	62,186	669,520
-	-	Sale of surplus assets	-	-	-
(1,218,330)	313,570	Net purchase of Investment Securities	(1,218,330)	1,500,862	282,532
217,000	207,688	Repayments of loans (principal) by community groups	217,000	-	217,000
		<u>Payments</u>			
(8,939,579)	(3,905,824)	Expenditure on renewal/replacement of assets	(13,356,006)	(245,999)	(13,602,005)
(8,693,151)	(4,676,524)	Expenditure on new/upgraded assets	(21,695,900)	(924,975)	(22,620,875)
(17,949,560)	(4,254,672)	NET CASH (USED IN) INVESTING ACTIVITIES	(33,850,760)	392,074	(33,458,686)
CASH FLOWS FROM FINANCING ACTIVITIES					
		<u>Receipts</u>			
4,737,575	-	Proceeds from Borrowings/CAD - External	20,658,246	947,740	21,605,986
		<u>Payments</u>			
(1,395,762)	(554,428)	Repayments of Borrowings/CAD - External	(1,395,762)	-	(1,395,762)
889,005	2,375,507	Aged Care facility Deposits - Net Movement	889,005	913,151	1,802,156
4,230,818	1,821,079	NET CASH PROVIDED BY FINANCING ACTIVITIES	20,151,489	1,860,891	22,012,380
-	4,780,670	NET INCREASE (DECREASE) IN CASH HELD	-	687,380	687,379
4,342,279	2,715,244	CASH AND CASH EQUIVALENTS AT BEGINNING OF	2,715,244	-	2,715,244
4,342,279	7,495,914	CASH AND CASH EQUIVALENTS AT END OF	2,715,244	687,380	3,402,623
		REPORTING PERIOD			

RECONCILIATION OF INCOME STATEMENT TO BUDGETED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30TH JUNE 2024 - CONSOLIDATED FUNDS

1,378,562	26,479,713	SURPLUS FROM INCOME STATEMENT	5,942,681	374,053	6,316,734
NON-CASH ITEMS IN INCOME STATEMENT					
12,528,981	6,171,853	Depreciation	12,438,981	-	12,438,981
294,699	(21,995,889)	Increase in provisions/receivables - nett	(3,087,250)	(1,939,638)	(5,026,888)
12,823,680	(15,824,036)	TOTAL NON-CASH ITEMS	9,351,731	(1,939,638)	7,412,093
CASH ITEMS NOT IN INCOME STATEMENT					
(17,632,730)	(8,582,348)	Capital Expenditure	(35,051,906)	(1,170,974)	(36,222,880)
(1,395,762)	(554,428)	Loan Repayments - External	(1,395,762)	-	(1,395,762)
4,737,575	-	Proceeds from Borrowings - External	20,658,246	947,740	21,605,986
217,000	207,688	Repayments of loans (principal) by community groups	217,000	-	217,000
201,000	365,005	Proceeds from Disposal of Assets	607,334	62,186	669,520
889,005	2,375,507	Proceeds from Aged Care Facilities Deposits	889,005	913,151	1,802,156
(1,218,330)	313,570	Net Purchase of Investment Securities	(1,218,330)	1,500,862	282,532
(14,202,242)	(5,875,007)	TOTAL CASH ITEMS	(15,294,413)	2,252,965	(13,041,448)
-	4,780,670	NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS	-	687,380	687,379

CITY OF HOLDFAST BAY
PROJECTED SUMMARY OF OPERATING AND CAPITAL INVESTMENT ACTIVITIES
FOR THE YEAR ENDED 30TH JUNE 2024 - CONSOLIDATED FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
94,172,052	70,058,262	Operating Revenues	94,824,766	2,732,891	97,557,657
(93,276,990)	(47,314,127)	less Operating Expenses	(93,859,176)	(2,668,940)	(96,528,116)
895,062	22,744,135	Operating Surplus/(Deficit) before Capital Amounts	965,590	63,951	1,029,541
Less net outlays on Existing Assets					
8,939,579	3,905,824	Capital Expenditure on renewal & replacement of existing assets	13,356,006	-	13,602,005
(12,528,981)	(6,171,853)	Less Depreciation	(12,438,981)	-	(12,438,981)
(3,589,402)	(2,266,029)		917,025	-	1,163,024
Less outlays on New and Upgraded Assets					
8,693,151	4,676,524	Capital Expenditure on new & upgraded assets	21,695,900	924,975	22,620,875
(483,500)	(3,441,413)	Less amounts received for for new & upgraded assets	(4,977,091)	-	(4,977,091)
8,209,651	1,235,111		16,718,809	924,975	17,643,784
(3,725,187)	23,775,053	Net lending/(borrowing) for financial year	(16,670,244)	(861,024)	(17,777,267)

PROJECTED FINANCIAL INDICATORS
FOR THE YEAR ENDED 30TH JUNE 2024 - CONSOLIDATED FUNDS

2023-24 ORIGINAL BUDGET	YTD ACTUAL @31/12/23		2023-24 Adopted Forecast	Proposed Forecast Adjustments	2023-24 Proposed Forecast
\$	\$		\$	\$	\$
895,062	22,744,135	OPERATING SURPLUS/(DEFICIT) - BEFORE CAPITAL AMOUNTS	965,590	63,951	1,029,541
OPERATING SURPLUS RATIO (Operating surplus/(deficit) before capital amounts as % of total operating revenue)					
1.0%	32.5%		1.0%	NA	1.1%
55,324,928	14,939,517	NET FINANCIAL LIABILITIES - (Total liabilities less financial assets)	\$55,337,966	NA	56,072,701
NET FINANCIAL LIABILITIES RATIO (Total liabilities less financial assets as % of total operating revenue)					
59%	21%		58%	NA	57%
INTEREST COVER RATIO (Interest expense as % of total operating revenue less investment income)					
0.2%	0.4%		0.2%	NA	0.9%
ASSET SUSTAINABILITY RATIO (Capital expenditure on renewal/replacement of existing assets, excluding new capital expenditure as % of asset management plan)					
110%	48%		164%	NA	167%

Attachment 3

BRIGHTON CARAVAN PARK

Financial Results	Actual \$ 01/07/22 to 31/12/22	Actual \$ 01/07/23 to 31/12/23
Revenue From Cabins and Sites	\$762,028	\$745,960
Occupancy Rates	Actual % 01/07/22 to 31/12/22	Actual % 01/07/23 to 31/12/23
Accommodation Type		
Cabins	87%	80%
Sites	76%	75%
Average Total	81%	77%

PARTRIDGE STREET CAR PARK

Financial Results	Actual \$ 01/07/22 to 30/11/22	Actual \$ 01/07/23 to 30/11/23
Income & Expenditure		
Car Parking Revenue	\$50,953	\$51,130
Operational Costs	\$51,766	\$44,411
Net Result	(\$813)	\$6,719
Car Park Usage	Actual No. 01/07/22 to 30/11/22	Actual No. 01/07/23 to 30/11/23
Car Park		
Eastern Car Park - No. of Transactions	50,159	53,776
Western Car Park - No. of Transactions	51,270	54,390
Total No. of Transactions	101,429	108,166

PARTRIDGE HOUSE

Financial Results	Actual \$ 01/07/22 to 31/12/22	Actual \$ 01/07/23 to 31/12/23
Income & Expenditure		
Functions and Room Hire Revenue	\$115,280	\$125,377
Operational Costs	\$95,756	\$116,057
Net Result	\$19,524	\$9,320
Number of Events	Actual No. 01/07/22 to 31/12/22	Actual No. 01/07/23 to 31/12/23
Event Type		
Wedding	10	13
Funeral	54	72
Community Function	153	162
Other Events	45	40
Total Number of Events	262	287

Attachment 4



Annual Business Plan 2023 – 24 Quarterly Status Report As at 31 December 2023



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OVERVIEW

The City of Holdfast Bay has begun to pursue the vision set out in the new Strategic Plan *Our Holdfast 2050+* and the three focus areas that support it:

Our Holdfast 2050+ Vision

***Protecting our heritage and beautiful coast, while creating
a welcoming and healthy place for all in South Australia’s most sustainable city.***

To achieve this vision, we have identified three focus areas:

- **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.**

To deliver this Strategic Plan, the *Our Plan for Our Place Annual Business Plan 2023-24* (the Business Plan) outlines specific actions for the year. This report captures progress against the Business Plan.

64 projects (70 per cent) are ‘on track’, eight (nine per cent) are ‘completed’, two (two per cent) are ‘deferred’ and another 15 (16 per cent) are listed as ‘not started’. There are four projects (four per cent) that are ‘on watch’ No projects are ‘off track’.

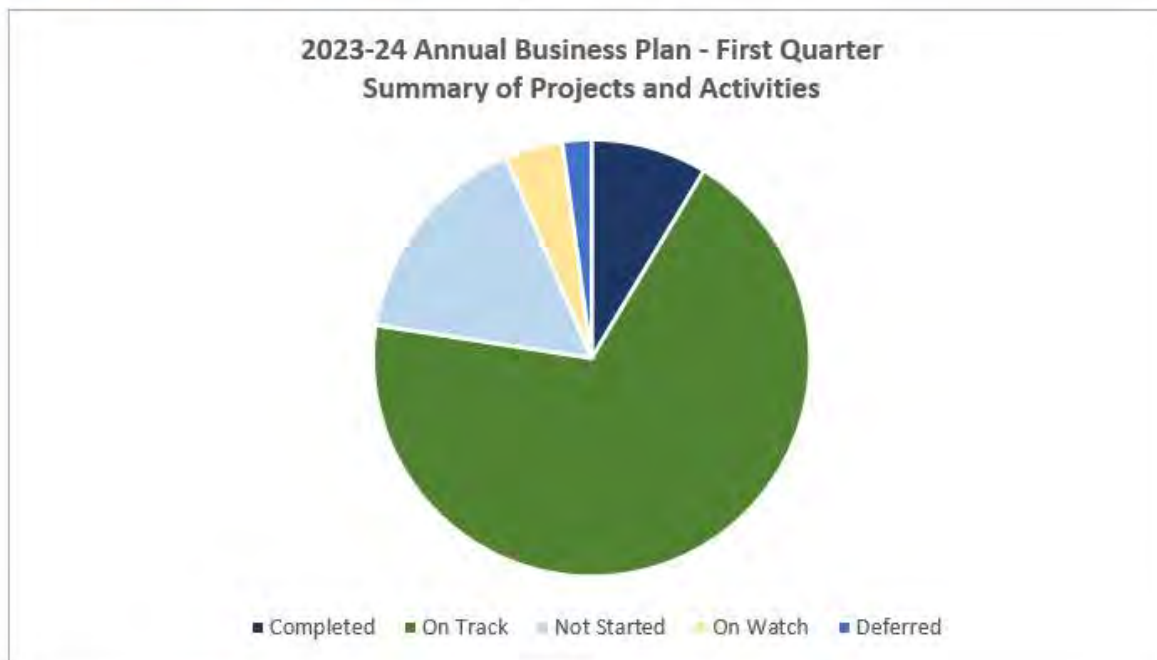
The following page provides an overview of progress in all focus areas.



2023-24 Annual Business Plan - Quarterly Status Report

As at 31 December 2023

Overall Summary		%
Completed	8	9%
On Track	64	70%
Not Started	15	16%
On Watch	4	4%
Deferred	2	2%
Total	91	100%



WELLBEING

Wellbeing Summary	
Completed	8
On Track	12
Not Started	7
On Watch	1
Deferred	2



SUSTAINABILITY

Sustainability Summary	
Completed	0
On Track	38
Not Started	8
On Watch	1
Deferred	0



INNOVATION

Innovation Summary	
Completed	0
On Track	14
Not Started	0
On Watch	2
Deferred	0

This table provides detail of those projects that are **on watch** within each of the focus areas.

WELLBEING

Project Title	Status	Notes
Kingston Park Stages 4 & 6 - Detailed Design	On Watch	Project is on watch with ongoing discussions with Kaurua representatives regarding next steps.

SUSTAINABILITY

Project Title	Status	Notes
Patawalonga Lock - renewal	On Watch	To be re-scoped and re-tendered following previous unsuccessful tender

INNOVATION

Project Title	Status	Notes
Brighton Caravan Park - Stage 2 redevelopment	On Watch	Administration are currently updating the business plan for the Holiday Park which will provide direction on next steps.
Glenelg Town Hall - Ground Floor Upgrade	On Watch	Scope of the project dependent on the 'Sharing the Collection' initiative.

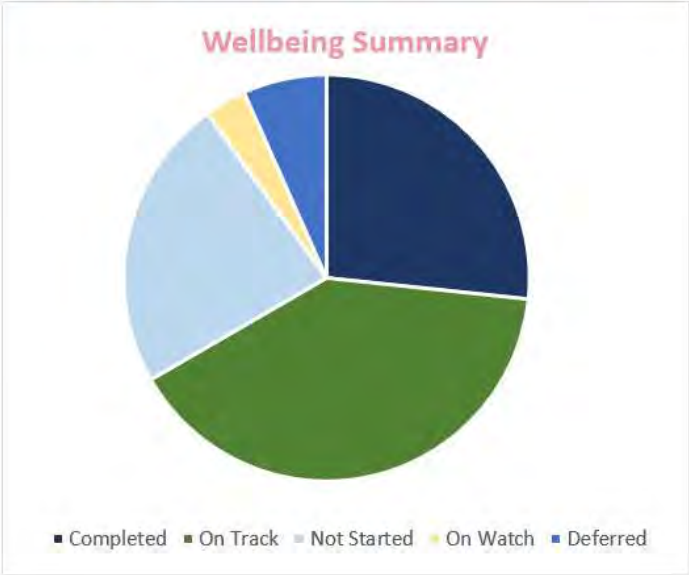
The following pages provide detail of the projects under each of the three focus areas of *Our Holdfast 2050+*.

WELLBEING



















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

2023-24 Annual Business Plan - Quarterly Status Report
As at 31 December 2023



Wellbeing Summary		
Completed	8	27%
On Track	12	40%
Not Started	7	23%
On Watch	1	3%
Deferred	2	7%
Total	30	

Wellbeing Projects

Title	Officer	Start Date	End Date	Project Stage	Q2 Status	Q2 Rating	Q2 Notes
Paringa Park - Playground Renewal	Matthew Rechner	01-Jul-23	30-Oct-23	4. Closure	Completed		
Partridge House - Playground Renewal	Matthew Rechner	TBD	30-Jun-24	Not Started	Deferred		Project deferred until broader strategic vision for Partridge House is resolved. This will have implications for location of playspace.
Fordham Reserve - Playground Renewal	Matthew Rechner	TBD	30-Dec-23	Not Started	Not Started		
Holdfast Bay Bowling and Croquet Club Lighting	Matthew Rechner	TBD	30-Jun-24	Not Started	Not Started		
Playgrounds Network Upgrade/Renewal (LRCI Phase 3)	Matthew Rechner	01-Jul-23	30-Jun-24	4. Closure	Completed		
Glenelg Oval Renewal	Mathew Walsh	01-Jul-23	30-Mar-24	3. Delivery	On Track		
Wattle Reserve- Playground Renewal	Matthew Rechner	01-Jul-23	30-Dec-23	Not Started	Deferred		Project deferred to 25/26 based on higher priorities
Jimmy Melrose Pk- Upgrade	Mathew Walsh	01-Sep-23	30-May-23	Not Started	Not Started		
Shade Sail - Glenelg Play Space	Bill Blyth	01-Nov-23	31-May-23	4. Closure	Completed		
BBQ Replacement Program	Bill Blyth	01-Oct-23	01-Mar-24	Not Started	Not Started		
Drink Fountain and Dog Bowl Replacement	Bill Blyth	01-Nov-23	01-Jun-24	1. Planning	On Track		
Glenelg Oval - Edward Rix Stand	Mathew Walsh	TBD	30-Jun-24	Not Started	Not Started		
Somerton SLSC - Exterior/Other	Mathew Walsh	26-Feb-24	30-Jun-24	Not Started	Not Started		
Glenelg Rotunda Roof replacement	Mathew Walsh	01-Jul-23	23-Feb-24	3. Delivery	On Track		
Bowker Oval Clubrooms - Kitchen Facilities	Mathew Walsh	01-Jul-23	30-Dec-23	4. Closure	Completed		
Toilets-Somerton SLSC	Mathew Walsh	08-Jan-23	29-Feb-24	4. Closure	Completed		
Bus Shelter Renewal	James Mitchell	01-Jul-23	28-Feb-24	4. Closure	Completed		
Brighton Jetty - Sails	Bill Blyth	01-Aug-23	30-Dec-23	3. Delivery	On Track		
GNCC - Upgrade /replacement interior	Mathew Walsh	TBD	30-Jun-24	4. Closure	Completed		

Wellbeing Projects

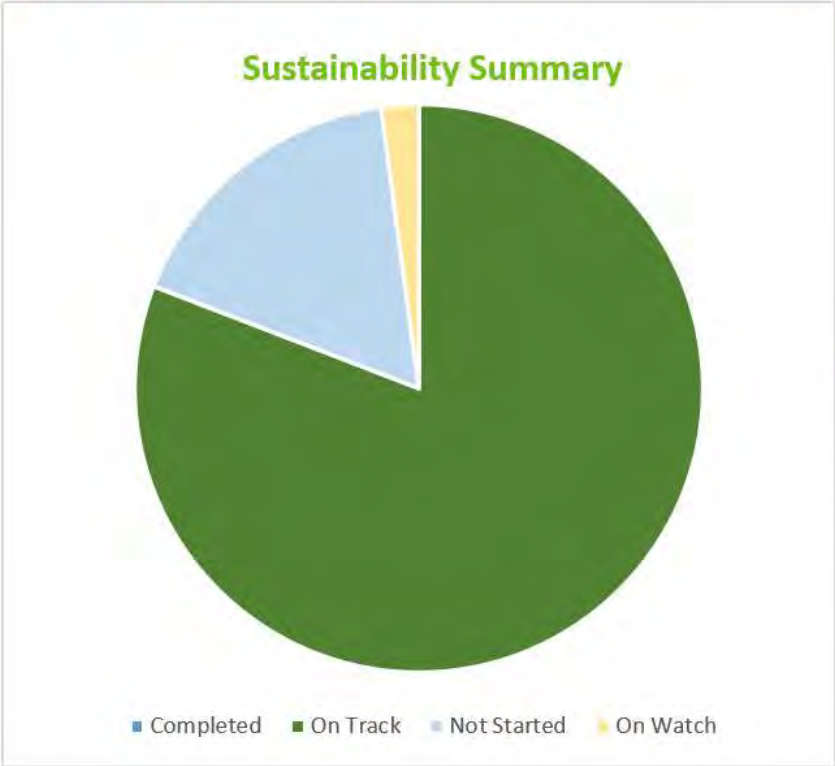
Title	Officer	Start Date	End Date	Project Stage	Q2 Status	Q2 Rating	Q2 Notes
HFB Community Centre - building renovations	Mathew Walsh	01-Aug-23	30-Jun-23	1. Planning	On Track	<div></div>	
Brighton Surf Club - Bldg repairs/rust removal	Mathew Walsh	TBD	30-Jun-24	2. Procurement	On Track	<div></div>	
Toilets-Old Gum Tree Reserve	Mathew Walsh	15-Aug-23	15-Dec-23	4. Closure	Completed	<div></div>	
Glenelg Oval - Function Centre - toilets	Mathew Walsh	03-Oct-23	30-Jun-24	3. Delivery	On Track	<div></div>	
Glenelg Oval - Function Centre - repairs	Mathew Walsh	TBD	30-Jun-24	3. Delivery	On Track	<div></div>	
Angus Neill Reserve - Fencing	James Mitchell	TBD	30-Jun-24	Not Started	On Track	<div></div>	
Paringa Park - Tennis Court Renewal	Matthew Rechner	01-Mar-24	30-Jun-24	1. Planning	On Track	<div></div>	
Paringa Reserve - Fencing	Matthew Rechner	01-Mar-24	30-Jun-24	1. Planning	On Track	<div></div>	
Seacliff-Brighton Yach Club - Change Room Upgrade	Matthew Rechner	TBD	TBD	Not Started	Not Started	<div></div>	
DDA Pram Ramps Improvements	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	<div></div>	
Kingston Park Stages 4 & 6 - Detailed Design	Matthew Rechner	TBD	TBD	1. Planning	On Watch	<div></div>	Project is on watch with ongoing discussions with Kaurna representatives regarding next steps.



A city, economy and community that is resilient and sustainable

2023-24 Annual Business Plan - Quarterly Status Report

As at 31 December 2023



Sustainability Summary		
Completed	0	0%
On Track	38	81%
Not Started	8	17%
On Watch	1	2%
Deferred	0	0%
Total	47	

Sustainability							
Title	Officer	Start Date	End Date	Project Stage	Q2 Status	Q2 Rating	Q2 Notes
Car Parking Renewals	James Mitchell	01-Jul-23	30-Jun-24	3. Delivery	On Track	●	
Road Reseal Program	James Mitchell	01-Jul-23	30-Jun-24	3. Delivery	On Track	●	
Stormwater Management Plan Implementation	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Pine Gully Stormwater	James Mitchell	02-Jul-23	30-Jun-24	3. Delivery	On Track	●	
Stormwater Pipes/Pits Renewal	James Mitchell	03-Jul-23	30-Jun-24	1. Planning	On Track	●	
Traffic Safety Improvements	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Traffic Safety Improvements on Partridge Street, Glenelg	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Traffic Safety Improvements on King George Avenue, Hove	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Kerb & Watertables Program	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Seating - Park Bench - Various Seating	Bill Blyth	01-Aug-23	30-Jun-24	1. Planning	On Track	●	
Concrete Cricket Pitch - Bowker Oval Sporting Fitouts	Matthew Rechner	01-Dec-23	30-Jun-24	1. Planning	On Track	●	
Sporting Structures - Bike Rails - various	Bill Blyth	01-Jan-24	30-Jun-24	1. Planning	On Track	●	
Electrical and Lighting - Renewal	Mathew Walsh	TBD	30-Jun-24	Not Started	Not Started	●	
Fences - Renewal	James Mitchell	17-Aug-23	30-Jun-24	1. Planning	On Track	●	
Pathways - Renewal	James Mitchell	17-Aug-23	30-Dec-23	1. Planning	On Track	●	
Pathway - Edith Butler Pier	James Mitchell	01-Jan-24	30-Dec-23	1. Planning	On Track	●	
Walls - Renewal	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Fencing & Lighting - Somerton Tennis Club	Matthew Rechner	01-Jul-23	30-May-23	2. Procurement	On Track	●	
Bin Replacement Program	Bill Blyth	01-Aug-23	01-Mar-23	3. Delivery	On Track	●	
Gully Masterplan Implementation	James Mitchell	01-Jul-23	30-Jun-24	3. Delivery	On Watch	●	
Buffalo Site - Amenity Improvements	Matthew Rechner	01-Mar-24	30-Jun-24	1. Planning	On Watch	●	

Sustainability

Title	Officer	Start Date	End Date	Project Stage	Q2 Status	Q2 Rating	Q2 Notes
Lookout Decking - Kingston Park Cliff Face	Mathew Walsh	01-Mar-24	30-Jun-24	2. Procurement	On Track	●	
Fencing - Wattle Reserve	Mathew Walsh	01-Jul-23	30-Dec-23	Not Started	Not Started	●	
Stone Wall Improvements - Various Reserves	Mathew Walsh	TBD	30-Jun-24	Not Started	Not Started	●	
Glenelg Oval Stage 3 and 4	Matthew Rechner	01-Sep-23	30-May-24	3. Delivery	On Track	●	
Seacliff Plaza Upgrade	Matthew Rechner	01-Jul-23	01-Aug-24	1. Planning	On Watch	●	
Kingston House Reserve Tennis Courts	Matthew Rechner	01-Jul-23	30-Nov-23	1. Planning	On Track	●	
Sturt Creek Biodiversity Corridor: Shannon Avenue	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Street Light LED Conversion	Mathew Walsh	02-Jul-23	01-Jul-24	Not Started	Not Started	●	
Glenelg Jetty Structural Repairs	James Mitchell	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Kingston Park - Kiosk	Matthew Rechner	TBD	30-Jun-24	3. Delivery	On Track	●	
Broadway Kiosk - Int/Ext - Finishes	Mathew Walsh	TBD	30-Jun-24	Not Started	Not Started	●	
Glenelg Town Hall - Refurbishment	Mathew Walsh	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Glenelg Town Hall - Café - Electrical/Mechanical	Mathew Walsh	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Broadway Toilets Exeloo	Mathew Walsh	01-May-22	30-Dec-23	3. Delivery	On Track	●	
Depot Cleaning Compound	Bill Blyth	01-Jul-23	30-Jun-23	1. Planning	On Track	●	
Brighton Caravan Park - Renewal Program	Matthew Rechner	TBD	TBD	Not Started	Not Started	●	
Council Depot - building upgrades	Mathew Walsh	25-Sep-23	25-Nov-23	3. Delivery	On Track	●	
Patawalonga Lock - renewal	Mathew Walsh	01-Jul-23	30-Jun-24	2. Procurement	On Watch	●	To be re-scoped and re-tendered following previous unsuccessful tender
Glenelg Town Hall - Office Upgrade	Mathew Walsh	20-Sep-23	30-May-24	1. Planning	On Track	●	
Bindarra public toilet - design	Mathew Walsh	TBD	30-Jun-24	Not Started	Not Started	●	
Michael Herbert Bridge - lights	Mathew Walsh	16-Oct-23	28-Feb-24	Not Started	Not Started	●	
Public Toilets, Patawalonga Lake	Mathew Walsh	24-Jul-23	30-Jun-24	1. Planning	On Track	●	
Plant and Equipment - Depot/Stores	Bill Blyth	01-Aug-23	01-Mar-24	1. Planning	On Track	●	

Sustainability

<i>Title</i>	<i>Officer</i>	<i>Start Date</i>	<i>End Date</i>	<i>Project Stage</i>	<i>Q2 Status</i>	<i>Q2 Rating</i>	<i>Q2 Notes</i>
Major Plant and Equipment Purchases	James Mitchell	01-Jul-23	30-Jun-24	3. Delivery	On Track	●	
Executive / Regulatory/Passenger Vehicles Purchases	James Mitchell	01-Jul-23	30-Jun-24	3. Delivery	On Track	●	
Minor Plant and Equipment Purchases	James Mitchell	01-Jul-23	30-Jun-24	3. Delivery	On Track	●	

Roads Reseal Program

The Roads Reseal Program for 2023-24 includes the sections of road in the table below.

Suburb	Street	From	To
Brighton	Gardiner Avenue	Coventry Street	Council Boundary
Glenelg East	Augusta Street	Third Avenue (South)	Fourth Avenue (South)
Glenelg East	Buttrose Street	Gower Street	Maxwell Terrace
Glenelg East	Farr Terrace	Wyatt Street	Buttrose Street
Glenelg East	Third Avenue	Augusta Street	Anzac Highway
Glenelg North	Blackburn Avenue	Davey Avenue	Goldsworthy Crescent
Glenelg North	Gosse Avenue	Tapleys Hill Road	Davey Avenue
Glenelg North	Mattner Avenue	Bonython Avenue	Moten Avenue
Glenelg North	Moten Avenue	Shannon Avenue	Mattner Avenue
Glenelg North	Moten Avenue	Mattner Avenue	Leane Avenue
Glenelg North	Moten Avenue	Leane Avenue	McCann Avenue
Hove	Addison Road	Bagshaw Avenue	Grenfell Street
Hove	Addison Road	Brighton Road	Bagshaw Avenue
Hove	Addison Road	Grenfell Street	Brown Street
Hove	Railway Terrace	Illawara Avenue	Seventh Avenue
Hove	Railway Terrace	Caroona Avenue	Illawara Avenue
Hove	Caroona Avenue	Railway Terrace	Illawarra Ave
Hove	Patricia Avenue	Dunrobin Road	Illawarra Avenue

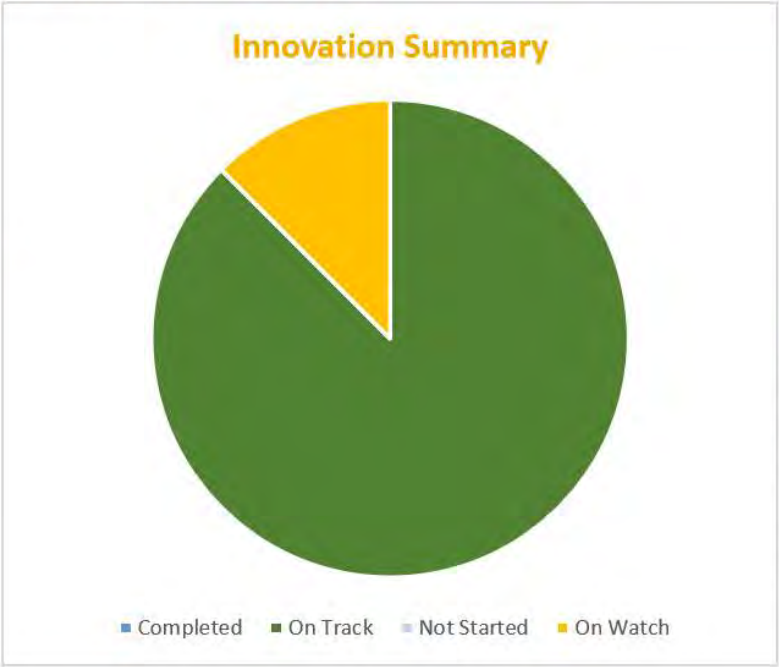
Suburb	Street	From	To
Hove	MacPherson Street	Brighton Road	Caroona Avenue
Hove	Pearce Street	Hulbert Street	Wattle Avenue
Hove	Winchester Avenue	Lascelles Avenue	Sunshine Avenue
Hove	Winchester Avenue	Stopford Road	Lascelles Avenue
North Brighton	Day Street	Somers Street	Francis Street
North Brighton	Francis Street	Day Street	Paterson Street
North Brighton	Francis Street	Paterson Street	MacArthur Avenue
North Brighton	Olive Street	Quongdong Street	Somers Street
North Brighton	Paterson Street	Somers Street	Francis Street
North Brighton	Paterson Street	Francis Street	Cecelia Street
Seacliff	Young Street	Silver Avenue	Haberton Road
Seacliff	Young Street	Haberton Road	Crosby Street
Seacliff	Young Street	Crosby Street	Esplanade
Seacliff Park	Aboyne Avenue	Brighton Road	Cathcart Terrace
Seacliff Park	Aboyne Avenue	Cathcart Terrace	Lamington Avenue
Seacliff Park	Cathcart Terrace	Aboyne Avenue	Bothwell Terrace
Somerton Park	Grainger Road	Diagonal Road	Mozart Court
Somerton Park	Paringa Avenue	Brighton Road	Vincent Avenue
South Brighton	Crosby Street	Young Street	Shoreham Road



INNOVATION

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

2023-24 Annual Business Plan - Quarterly Status Report
As at 31 December 2023



Innovation Summary		
Completed	0	0%
On Track	14	88%
Not Started	0	0%
On Watch	2	13%
Deferred	0	0%
Total	16	

Innovation Projects							
Title	Officer	Start Date	End Date	Project Stage	Q2 Status	Q2 Rating	Q2 Notes
Sculptures - Brighton Jetty Sculpture Festival	Regan Forrest	01-Jul-23	28-Feb-24	1. Planning	On Track	●	
CCTV Installation - Various Locations	Mathew Walsh	01-Aug-23	30-Mar-24	3. Delivery	On Track	●	
Jetty Rd Glenelg - M'plan - Stg 2 Detailed Design	Matthew Rechner	01-Jul-23	TBD	1. Planning	On Track	●	Federal Government funding commitment secured. Project Director appointed. Project management planning in development.
Library Books Purchases	Tania Paull	01-Jul-23	30-Jun-24	2. Procurement	On Track	●	
Glenelg Town Hall - BDC - Structure	Mathew Walsh	01-Jul-23	30-Jun-24	3. Delivery	On Track	●	
Brighton Caravan Park - Stage 2 redevelopment	Matthew Rechner	01-Mar-24	TBD	1. Planning	On Watch	●	Administration are currently updating the business plan for the Holiday Park which will provide direction on next steps.
Brighton Caravan Park Retaining Wall (LRCI Phase 3)	Matthew Rechner	01-Nov-23	30-Jan-24	3. Delivery	On Track	●	
Glenelg Library - Paint Ceiling	Mathew Walsh	01-Jul-23	30-Jun-24	1. Planning	On Track	●	
Glenelg Library Interior Upgrade	Mathew Walsh	01-Jul-23	30-Jun-24	2. Procurement	On Track	●	
Ringwood Upgrades	Mathew Walsh	01-Sep-23	30-Dec-23	2. Procurement	On Track	●	
Brighton Civic Centre Upgrades	Mathew Walsh	01-Mar-24	30-May-24	2. Procurement	On Track	●	
HFB Civic Centre - Kingston Room Upgrade	Mathew Walsh	15-Aug-23	12-Apr-24	3. Delivery	On Track	●	
Glenelg Town Hall - Ground Floor Upgrade	Mathew Walsh	TBD	30-Jun-24	1. Planning	On Watch	●	Scope of the project dependent on the 'Sharing the Collection' initiative.
Glenelg Town Hall - BDC toilets	Mathew Walsh	01-May-23	01-Jun-24	1. Planning	On Track	●	
Business Transformation Program	Robert Zanin	01-Jul-23	30-Jun-24	3. Delivery	On Track	●	
ICT Replacement Program	Robert Zanin	01-Jul-23	30-Jun-24	3. Delivery	On Track	●	

Attachment 5

Successful Applications											
Grant - Capital											
Bid Title	Funding Body / Program	Grant Total	Received in Previous Financial Year(s)	2023-24 Total Expected	Received 2023-24 Quarter 1	Received 2023-24 Quarter 2	Received 2023-24 Quarter 3	Received 2023-24 Quarter 4	Received for future financial years	Total Received during 2023-24	Outstanding amount
Former Buffalo site remediation	Minister for Planning and Local Government	\$100,000	\$100,000	\$0						\$0	\$0
Glenelg Oval Stage 3 & 4- received retrospectively on expenditure	Local Government Infrastructure Partnership Program and others	\$1,400,000	\$83,422	\$1,316,578						\$0	\$1,316,578
Pine Gully Stormwater contribution	Green Adelaide	\$150,000	\$150,000	\$0						\$0	\$0
Stormwater contribution - Tarlton Street	Federal Dept of Industry, Science, Energy and Resources	\$2,927,000	\$2,000,000	\$927,000						\$0	\$927,000
Seacliff Plaza	Amenities Open Space Grant	\$1,000,000	\$1,000,000	\$0						\$0	\$0
Bowker Oval - hard wicket upgrade	South Australian Cricket Association	\$10,000	\$10,000	\$0						\$0	\$0
Cooler Greener Wilder Grant – Shannon Ave	Green Adelaide	\$69,055	\$48,339	\$20,716						\$0	\$20,716
Kingston House Reserve Tennis Court	Office for Recreation Sport & Racing	\$200,000	\$200,000	\$0						\$0	\$0
Total		\$5,856,055	\$3,333,422	\$2,243,578	\$0	\$0	\$0	\$0	\$0	\$0	\$2,264,294

Grant - Operating Project and other											
Bid Title	Funding Body / Program	Grant Total	Received in Previous Financial Year(s)	2023-24 Total Expected	Received 2023-24 Quarter 1	Received 2023-24 Quarter 2	Received 2023-24 Quarter 3	Received 2023-24 Quarter 4	Received for future financial years	Total Received during 2023-24	Outstanding amount
fogo council -wide	Green Industries SA	\$100,000	\$100,000	\$0						\$0	\$0
Seacliff Trees Project	Department of Environment and Water	\$100,000	\$100,000	\$0						\$0	\$0
Glenelg North Seawall Design	Coast Protection Board	\$20,000	\$20,000	\$0						\$0	\$0
New Years Eve Celebration	Department of Premier and Cabinet	\$50,000	\$0	\$50,000	\$50,000					\$50,000	\$0
Period Poverty	Commissioner for Children & Young People	\$5,000	\$0	\$5,000	\$5,000					\$5,000	\$0
Wellbeing Hub - seed funding	Wellbeing SA	\$25,000	\$0	\$25,000		\$25,000				\$25,000	\$0
Total		\$300,000	\$220,000	\$80,000	\$55,000	\$25,000	\$0	\$0	\$0	\$80,000	\$0

Grant - Recurring											
Bid Title	Funding Body / Program	Grant Total	Received in Previous Financial Year(s)	2023-24 Total Expected	Received 2023-24 Quarter 1	Received 2023-24 Quarter 2	Received 2023-24 Quarter 3	Received 2023-24 Quarter 4	Received for future financial years	Total Received during 2023-24	Outstanding amount
Community Bus	Commonwealth Home Support Programme (CHSP)	\$198,564	\$0	\$198,564	\$49,641	\$49,641				\$99,282	\$ 99,282
Financial Assistance Grant - General Purpose	Financial Assistance Grant	\$988,267	\$942,771	\$238,584	\$11,374	\$11,374				\$22,748	\$ 22,748
Financial Assistance Grant - Roads	Financial Assistance Grant	\$503,197	\$477,833	\$25,364	\$6,341	\$6,341				\$12,682	\$ 12,682
Supplementary Roads Grants Commission	Financial Assistance Grant	\$181,681	\$0	\$181,681	\$181,681					\$181,681	\$ -
Roads to Recovery	Roads to Recovery	\$372,300	\$0	\$372,300						\$0	\$ 372,300
Covid Stimulus - Roads and Community Infrastructure - Phase Two	Local Roads and Community Infrastructure	\$1,287,346	\$643,673	\$643,673						\$0	\$ 643,673
Covid Stimulus - Roads and Community Infrastructure - Phase Three	Local Roads and Community Infrastructure	\$909,894	\$454,947	\$454,947						\$0	\$ 454,947
Covid Stimulus - Roads and Community Infrastructure - Phase Four	Local Roads and Community Infrastructure	\$454,947	\$0	\$454,947	\$272,969					\$272,969	\$ 181,978
Brighton Library	Libraries Board Grant	\$68,831	\$0	\$68,831		\$68,831				\$68,831	\$ -
Australia Day Grant	National Australia Day Council	\$12,000	\$0	\$12,000		\$12,000				\$12,000	\$ -
Glenelg Library	Libraries Board Grant	\$68,831	\$0	\$68,831		\$68,831				\$68,831	\$ -
Total		\$5,045,858	\$2,519,224	\$2,719,722	\$522,006	\$217,018	\$0	\$0	\$0	\$739,024	\$ 1,787,610

Total of Grant Funding Confirmed (All Years including 2023-24)	\$ 11,201,913
Total received in previous years applicable to 2023-24 and future years	\$ 6,072,646
Total expected to receive in 2023-24	\$ 5,043,300
Total Received 2023-24 - Quarter 1	\$ 577,006
Total Received 2023-24 - Quarter 2	\$ 242,018
Total Received 2023-24 - Quarter 3	\$ -
Total Received 2023-24 - Quarter 4	\$ -
Total Grant Funding received to date in 2023-24	\$ 819,024
Total Received in 2023-24 for future financial years	\$ -

Item No: 15.3

Subject: GLENELG DRY AREA EXTENSION

Summary

Council, at its meeting on 26 September 2023, resolved to commence consultation with relevant stakeholders regarding the proposal for the New Year's Eve extended dry area to be permanently included in the Glenelg Dry Area.

Community consultation has now concluded with the results outlined for Council's consideration.

Recommendation

That Council:

1. **approves Administration to proceed to make an application to Consumer Business Services to include the New Year's Eve temporary dry area to form part of the permanent Glenelg Dry Area.**

Or

2. **notes the report and leaves the existing Glenelg Dry Area as is, creating a temporary dry area for New Year's Eve only.**
-

Background

Council, at its meeting of 28 February 2023, endorsed Motion on Notice - Expansion of Existing Glenelg Dry Area – Councillor Patton (C280223/7349).

A report was tabled at Council on 26 September 2023 with the following Motion endorsed:

Motion

C260923/7561

That Council:

1. *notes the report;*
2. *endorses Administration to commence consultation with relevant stakeholders on the proposal for the New Year's Eve Extended Dry Zone to be permanently included in the Glenelg Dry Zone area; and*
3. *notes that a report is to come back to Council with the results from the consultation for Council's further consideration on the proposed extended Glenelg Dry Zone area.*

Report

The engagement period for the proposed extension of the Glenelg Dry Area ran from 23 November to 13 December 2023. The engagement was promoted through the following channels:

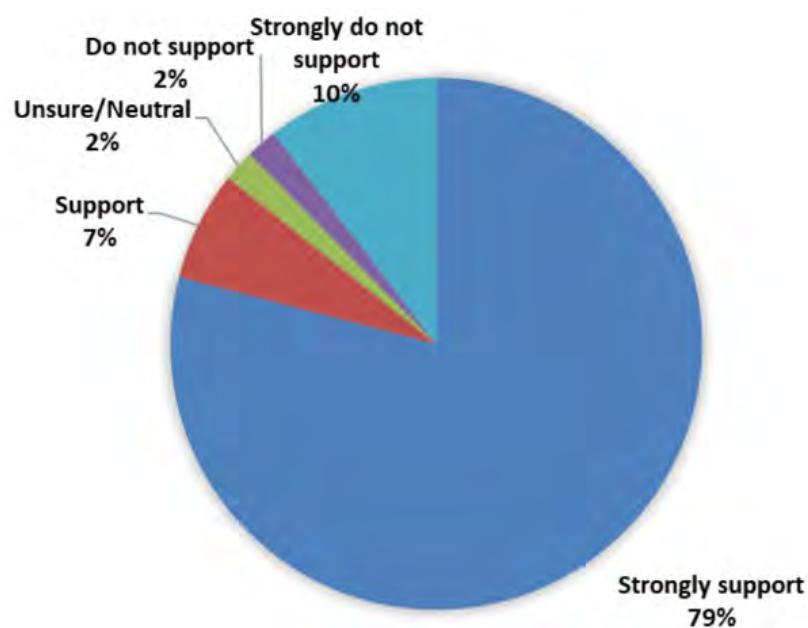
- Corflute signage along Jetty Road, Glenelg with QR code to YourHoldfast project page
- 2,830 letters sent to nearby residents and businesses
- Email to interested registered users of our engagement website www.yourholdfast.com
- Facebook post
- Holdfast News e-newsletter
- News article on the council website
- Feature article on the home page of YourHoldfast
- JRMC Trader Newsletter
- JR trader Facebook
- Business e-newsletter

People participated in the engagement in the following ways:

- 102 people completed the online survey
- 3 contributions to the “questions and answers” section of the project web page
- 638 views to the YourHoldfast project page (passive participation)
- 38 email responses
- 3 hardcopy responses (Administration entered data online)

Results

Based on the results from the consultation process most participants support the proposal to extend the dry area to cover the length of Jetty Road, spanning from Augusta Street south to High Street.



- 83 participants strongly support (79%)
- 7 participants support (7%)
- 2 unsure/neutral (2%)
- 2 do not support (2%)
- 11 strongly do not support (10%)

More detailed results are provided in the report attached.

Refer Attachment 1

Council received letters of support from the South Australian Police and Member for Morphett, Stephen Patterson.

Refer Attachments 2 and 3

The following agencies were consulted:

- Holdfast Bay Residents Association (HBRA)
- DASSA Central Services and Southern Services
- Uniting Communities
- Life Without Barriers
- Centrecare
- The Salvation Army (SA) Property Trust
- Aboriginal Sobriety Group Indigenous Corporation
- Glenelg Catholic Parish
- Churches of Christ in SA & NT Inc
- St Paul's Lutheran Church
- St Andrews by the Sea Uniting Church

A response was received from St Andrews by the Sea Uniting Church in support of the proposed dry area. No additional agencies provided a response.

It is recommended that Council's Administration proceed to the next stage of lodging a submission to Consumer Business Services to extend the existing Glenelg Dry Area as shown on the attached map and referenced as the New Year's Eve Extended Area.

Refer Attachment 4

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Statutory compliance

Council Policy

Not applicable

Statutory Provisions

Liquor Licensing Act 1997

Written By: Development Administration Lead

General Manager: Community and Business, Ms M Lock

Attachment 1



Community Engagement Report

Proposed Extension of Glenelg Dry Area

Engagement period 23 November 2023 – 13 December 2023

Overview

Council is investigating a proposal to extend the existing Glenelg Dry Area to cover the entire length of Jetty Road, Glenelg.

A 'Dry Area' or 'Dry Zone' is an area where the consumption or possession of liquor in open containers is prohibited under the Liquor Licensing Act 1997. The purpose of a Dry Area is to minimise any potential risk or negative impact on the amenity of a public area caused by anti-social behaviour associated with excessive alcohol consumption.

The current Glenelg Dry Area covers Moseley Square, parts of the Glenelg Foreshore and Colley, and Wigley Reserves. As indicated on the location map a proposal to extend the dry area would include the length of Jetty Road, Glenelg.

As part of the process, we invited the community to provide their level of support and any feedback they might have regarding the proposal.

This engagement ran from 23 November and closed at 5pm Thursday 13 December 2023. This report provides the participation levels and findings.

The engagement was promoted through the following channels:

- Corflute signage along Jetty Road, Glenelg with QR code to YourHoldfast project page
- 2830 letters sent to nearby residents and businesses
- Email to interested registered users of our engagement website www.yourholdfast.com
- Facebook post
- Holdfast News e-newsletter
- News article on the council website
- Feature article on the home page of YourHoldfast
- JRMCTrader Newsletter
- JR trader Facebook
- Business e-newsletter

Feedback was collected in the following ways:

1. Completing an online survey at www.yourholdfast.com/glenelg-dry-area. Participants were asked to indicate the level of support they have for the proposal and were also invited to provide comments.
2. Email
3. Phone
4. Writing

Participation

People participated in the engagement in the following ways:

- 102 people completed the online survey
- 3 contributions to the 'questions and answers' section of the project web page
- 638 views to the YourHoldfast project page (Passive participation)
- 38 email responses
- 3 hardcopy responses (admin entered this to the online data)

Engagement of project

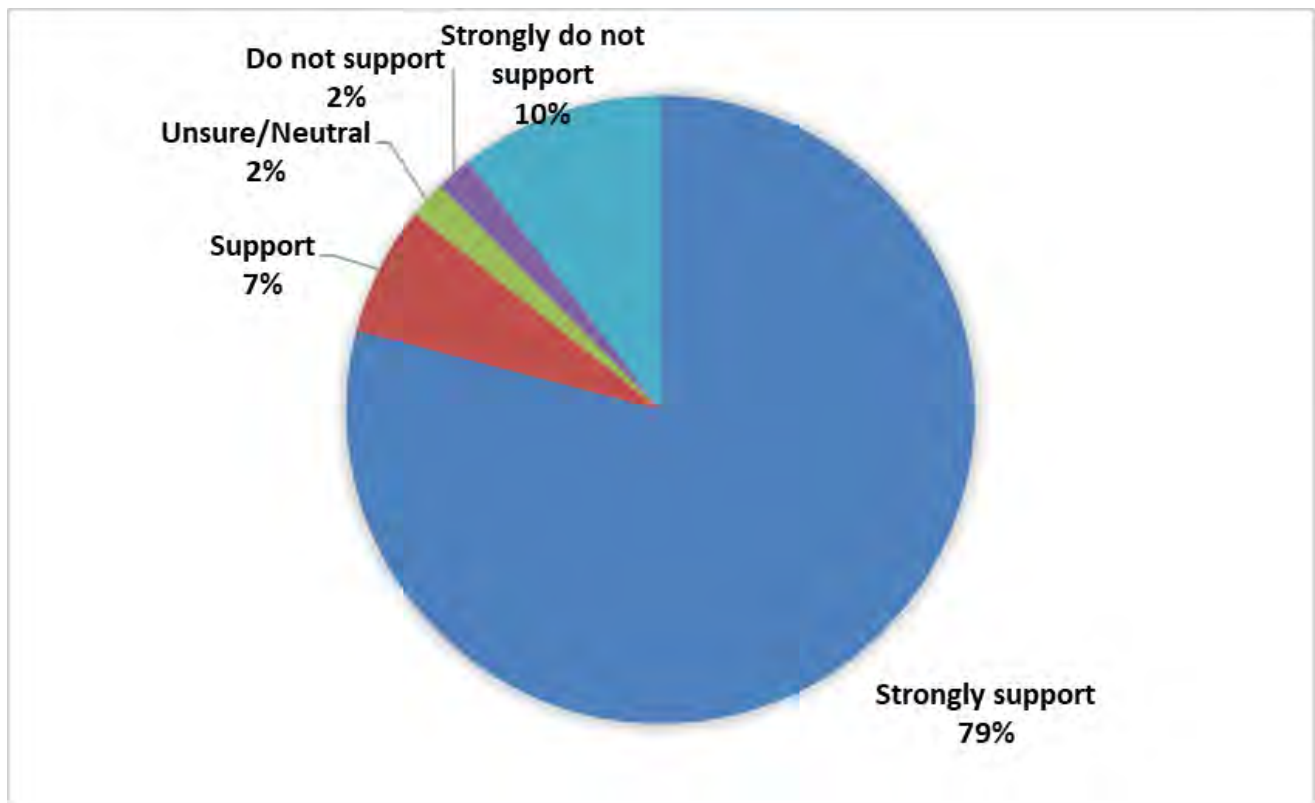
Participation Results	
Online Participation	
• Number of visits	542 visits from 437 participants
• Followers to the YourHoldfast project page	68
Online Interactions	
• Online feedback form contributions	102
• Online Q&A contributions	3
Total Online Contributions	105 contributions made by 102 participants
Other Responses	
Letters (added to the online feedback)	3
Emails	38

Feedback Results

Online results

102 participants provided 105 contributions (three were entered in by admin). Of the 102 participants, 91 identified as residents of the City of Holdfast Bay (89%).

What level of support do you have for the proposal?



- 83 participants strongly support (79%)
- 7 participants support (7%)
- 2 Unsure/Neutral (2%)
- 2 Do not support (2%)
- 11 Strongly do not support (10%)

Please tell us why you chose that option?

Of the 105 online submissions, 104 people provided comments on why they chose their level of support. The following were identified as the most common themes in the comments (*see Appendix 1a -1 for full comments*)



1.Safety	28 participants mentioned concerns for safety
2.Antisocial behaviour	The issue of anti-social behaviour was raised by participants 23 times
3. Residential concerns	12 participants had concerns as residents
4. Drunken behaviour	11 participants brought up the issue of alcohol-related behaviour
5. Family Friendly environment	Ten participants highlighted the need to continue or wanting Jetty Road, Glenelg to be a family friendly environment

Additional comments

Sixty-six participants of the 102 provided additional comments, the most common themes are provided below.



1.Safety	14 participants raised issues regarding feeling unsafe or the need to feel/encourage safety in the area (21.21%)
2. Antisocial Behaviour	11 participants raised concerns on the anti-social behaviour in the area 16.67%
3. Concern for children/students	Ten people raised issues regarding the safety of children or students traveling to and from local schools. (15.15%)
4. Adequate police monitoring	Ten people raised issues regards concerns that the proposal would need to be backed up by ensuring adequate police patrolling or how there was currently a perceived lack of policing (15.15%)
5. Residential Concerns	Ten participants had concerns as residents (15.15%)

Email feedback

Of the 38 emails received, 36 supported the proposal and two were opposed.
24 of the participants that sent an email identified as living in Glenelg.

- 95% of emails received supported the dry area proposal.
- 5% of email responses expressed they did not support the dry area proposal.

Hard copy

Three entries were via letters:

- 2 indicated that they strongly support the proposal
- 1 indicated they supported the proposal

Phone Call feedback

The Development Administration Lead took 14 phone calls during the engagement period.

- 100% of phone calls to administration supported the proposal

Combined Results

The following chart shows the combined survey results. A total of 155 participants told us their preferred option.

Type	Number	Strongly supports / Support	Not sure	Strongly do not support/ do not support
Online	102	87	2	13
Hardcopy	3	3	-	-
Email	38	36	-	2
Phone calls	14	14	-	-
Total	157	140 (89.2%)	2 (1.3%)	15 (9.5%)

Formal Feedback Results

Appendix

The comments provided are verbatim

1. Online feedback

1.a.Strongly Support

Please tell us why you chose that option	additional comments
Too many alcohol problems in area	
I cannot think of a justifiable reason why any person or group needs to be drinking alcohol as they proceed up or down Jetty Rd or neighbouring streets. or	
Agree the negative impact on people and especially kids should be minimised.	I suggest it should also be extended north to include area up to south side of ANZAC Hwy.
We absolutely support the proposal but strongly suggest that it does not go far enough.	The area proposed should be extended to Anzac Highway to address persistent public alcohol consumption that occurs on a daily basis. Its basically all day every day to a greater or lesser extent. Groups congregate on footpaths blocking access and family members are reluctant to approach such groups. Bottles are secreted on private property as well. What is suggested may cover tourist areas but not resident areas of concern.
I only support the whole of Jetty Road to be included in the dry Zone. By extending it out to Augusta Street and High Street all you are doing is moving the drinking problem ou into the side streets beyond both of these streets.These are residential str	
No a good look seeing certain groups of people begging and drinking	
Residing in Glenelg I worry about my family's safety having witnessed anti-social behaviour of people consuming alcohol directly from containers in the area.	There are plenty of licensed premises in the proposed dry zone for people to consume alcohol subject to licensing conditions. Individuals and groups consuming alcohol in the subject area is unnecessary and detracts from the overall appeal and safety of the Jetty road and surrounds precinct. I enjoy an alcoholic drink at home, in local restaurants and establishments with friends and family but cannot see the need to carry that into Jetty Road or the local neighbourhood. If the council is serious about tourism and the attraction of people to the area for hospitality and attractions the expansion of the current zone to that proposed must proceed.
Increased security and removal of inappropriate behaviour	
Dealing with people drinking wine from the bottle in the street, on the footpath etc	I'm a volunteer and parishioner in the local Anglican Parish of Glenelg. Cleaning up bottles and mess left behind by people drinking in the street and church grounds. Dealing with people drinking in and around the church grounds while conducting functions including play group (infants, young children and care givers).

Too many liquor outlets in small area. Drunks a problem for shoppers during the day	Especially a problem for disadvantaged people who walk the streets every day. And The indigenous who come to Glenelg. Disgraceful to be accosted and abused by these people in our local shopping precinct
The tourism and entertainment precinct of Glenelg should remain family-friendly.	No one should be subjected to public drunkenness, bad language, shouting and yelling, and repeatedly being asked for money. Business people in the area must feel that their customers/clients are negatively impacted. These are bad examples for children, upsetting to us all, and spoil the beautiful ambience of Glenelg.
I believe it will be safe for the general public	As a business in the area the extended dry zone will make it a more pleasant environment for customers to enjoy
Need to encourage family activity in safe environment	
Important for keeping this area as a family friendly.	As leader of St Peter's Church in Glenelg we are constantly dealing with people drinking in our memorial garden and leaving wine bottle and beer cans over our property. Minor damage also occurs. We feel this will minimise these occurrences or at least give us recourse to police assistance if there is an alcohol related incident. I have no problem with people enjoying a drink at appropriate times and places, but I think it makes a lot of sense to extend the dry zone to incorporate the areas indicated in red on the proposal.
Public intoxication and the anti-social behaviour that follows is a very real problem on Jetty Road and it's surrounding streets	As an employee of BWS Glenelg and local to the Glenelg area I see an excessive amount of public intoxication not just on Jetty Road, but the streets surrounding it and especially along Augusta Street. I have observed people, or groups of people, drinking to excess on curbs, sidewalks, car parks and other public spaces. It's not a good look. I may be used to it, but completely understand if others feel uneasy or unsafe. On top of that, the amount of discarded cans, bottles and smashed glass is atrocious. I always think about dogs or small children walking through it unknowingly. An extension of the dry area I believe would help curb these issues. Many locals I've spoken to already believe Jetty Road as a whole is a dry zone. Why not make that a reality?
As resident I've seen a growth in the number of people begging on Jetty Rd, and evidence of drinking. This is not the direction that Glenelg as a community, as well as a tourist destination, should go.	I live south of Kent St and as you know this part of the foreshore isn't a dry zone. As a ratepayer I would like the zone continued down to Pier St, thus making all the foreshore a dry zone.
Disorderly people drinking in streets late at night	
Increased safety for the community and reduced litter.	
In the interest of the wellbeing of residents and visitors I believe this is the right thing to do.	
Need to encourage families	I'm a long term volunteer in Glenelg and visit several times a week to shop and eat. I've noticed an increasing number of visitors who disturb the peace of others.
Because I live in High Street at Glenelg.	Having people sitting and drinking in public spaces doesn't create a safe, family friendly environment.

The area around Jetty Road has become a spot for some anti-social and at times frightening behaviour which appears to be influenced by alcohol consumption.	My family and I have experienced an increasing number of incidents where we have felt harassed, threatened or afraid by individuals or groups of people who are clearly consuming alcohol and behaving in an anti-social manner towards passers by around the Jetty Road shopping area. We have called the Sussex Street police on several occasions only to be told that they "have visuals of the people and will keep an eye on them but can't do anything" which is very disappointing! As long term resident of Glenelg we shouldn't feel afraid to walk to the shops or around our neighbourhood and we believe that extending the dry area as proposed will help in reducing anti-social behaviour for visitors and residents.
Alcohol related antisocial behaviour has started to get out of control.	I live near Jetty Road and no longer feel safe, walking alone at night on my own
Orderly, considerate behaviour is more inclusive & desirable in such public places. Jetty road navigation requires all to be alert to the highly fluid movement & convergence of pedestrians, cyclists, cars, buses & trams.	
Sick of seeing anti-social behaviour in Glenelg.	
There is currently much raucous public behaviour on Jetty Road, fuelled it seems, by consumption of alcohol. At times this makes for unpleasant walking.	
Safety	
Because I live in this dry zone proposed area and I hate when my children walk out of our home to beer bottles smashed in the streets from drunken patrons. It's unsafe and antisocial	
Jetty Road would be safer	As an elderly ratepayer I have felt unsafe when walking along Jetty Road amongst persons affected by alcohol. Tourists and other visitors similarly accosted would be very discouraged from recommending Glenelg as an attractive destination
It's occasionally unpleasant and sometimes dangerous	
The Bay has been an area for all. In recent times it's appeal seems to have reduced and there are concerns about safety.	Extending the dry area is just one option. What other options is the Council considering to bring the Bay back to life and also being a safe place? I noted the comment made by the owners of Brace Gridles about the decline of the Bay. The store still remains empty. As someone who visits this area daily it would be great to see some upgrades.
Young children don't need to see this behaviour	<p>The venues along jetty road already cause a significant negative impact to the area as they spill out on the street day and night! It can be scary for children at times and stepping over vomit, rubbish, language and loud voices/yelling and sticky footpaths for the prior night. Needing to walk the other way so you don't get harmed or witness the drink culture that seems to escalate is not a positive - it's just dirty and noisy and gross along jetty road do to the clubs and pubs and traffic.</p> <p>The focus should not be just bring more people to the</p>

	bay but building a type of community we can all be proud of...a family friendly environment that we feel safe letting our children participate in!
In recent times there has been an ever increasing amount of unruly and disruptive behaviour involving loud verbal abuse and alcohol consumption. It impacts on families visitors and residents.	I should feel safe on the streets in the suburb in which I live. I should feel proud sharing this beautiful space with visitors. Children at local schools should not have to witness such displays of unacceptable behaviour. There is always a considerable amount of litter left behind when these abusive and disruptive individuals leave. The jetty road precinct has had increasing numbers of people who also brag about their criminal activities whilst consuming alcohol. The individuals consuming alcohol have no regard for others and are bringing the reputation of Glenelg down and into disrepute. Action needs to be taken and should have been taken a long time ago.
It's a shopping precinct and people should be able to go about their business uninterrupted by intoxicated and/or drug affected people.	I have no issue with people having a drink at designated venues including open areas that are under appropriate control.
great idea - safety first	
Safety of the community	As a resident and worker of the Glenelg community specifically jetty road I can see anti social behaviour is getting worse and I would like some behaviour
Glenelg is looking very ugly	The lack of authority has certainly taken its toll on a very negative overview of Glenelg . To see people sitting in the street drinking from anything they can get their hands on yo the feral behaviour. It's not a nice place to live in right now!
There are too many examples of drinking and unruly behaviour.	
For Residents, aged and tourists to feel safe on our beautiful strip	
A measure to control anti-social behaviour which would make a positive impact for the community	
To make the area safer	
I am a manager of a retail business on Jetty Road	I am sick of the constant fighting, of drunk individuals around my store as my store is on the alleyway with the public toilets. Not a good look for locals and visitors to the area. I want my customers and staff to feel safe. We daily have beggars sitting outside of our store not to mention witnessing drug deals recently. The shouting ,fighting and screaming daily is terrible. The surrounding stores regularly call the police who on the most part do not bother attending.
Have had to call cops for random drinkers outside my unit in car parks.	Need to keep this beautiful spot safe for my little one.
To reduce groups of people drinking along jetty Rd and at times being abnoxious and sweating loudly	
To ensure the area is safe for families and locals and the elderly	
Less drunk people.	Make the bottom of Jetty Road a Mall.
There is regularly small groups of people consuming alcohol along Jetty Road They are sometimes loud and abusive	

Move to Glenelg about 18 months ago a notice a lot of alcohol related problems	
There's no requirement to be drinking on the street outside of a licensed premise	There's so much broken glass from alcohol bottles sound our streets
Safety of residents and visitors	
I have noticed an alarming increase in alcohol consumption in these areas	These areas can be quite uncomfortable and intimidating to pass
Increase in people openly drinking liquor.	<p>Increase in people asking for money and drinking liquor openly on not only Jetty Rd but also adjoining areas which I believe makes the community and visitors feel unsafe. In years past I would only see this in the Adelaide CBD or Port Adelaide where I worked. I understand times have changed and that these issues were both policed and alleviated to some degree with sobering up centres. This brings me to my next point which is who exactly will enforce the dry zones given that it's a rarity to actually see police walking a regular beat of the environ.</p> <p>you see police on the beat</p>
Due to poor public behaviour observed in side streets off of Jetty Road	<p>I am concerned for the welfare of the participants of the drinking behaviours but more so for pedestrians, particularly younger females and nearby store employees who have to pass near the participants.</p> <p>Not enough police presence to deter current behaviour.</p>
Safety for the community - There have been groups of people causing constant issues, harassing residents, tourists and fighting among themselves	I walk my kids to and from school (St Mary's Memorial) most days and it is getting worse and worse. My children think it's normal to see people drinking, yelling and fighting in the street. They are terrified to walk through Chapel plaza and Bouchee walk or to use the toilets. My wife also feels very unsafe when walking alone and has been harassed multiple times.
The condition of Jetty Rd has continually deteriorated over a number of years, primarily with and increase in public nuisance driven by public consumption of alcohol	
Jetty Road needs to return to a inviting family friendly tourist destination.	The ongoing problems with antisocial behaviour is keeping locals away. Tourists also find the behaviours of alcohol affected people on Jetty Road to be very off putting. Let's bring back the lovely tourist destination that we once had.
There's a lot of drinking from the men's houses around Glenelg and this may help mitigate it	But hopefully this just doesn't push the problem to Anzac Hwy
Creating safety around the area for kids and for myself as a women to curb the antisocial behaviour	
Because i live at Glenelg, Rose st to be specific	The exclusion zone needs to extend to Anzac highway so all the alcohol and drug users who frequent the woollies carpark dont migrate to the front of my/my children and elderly parents home!!! In addition the extension to include Maturin Rd....so again mental health pts, drug and alcohol abusers dont interfere with family life and the well-being of babies, children and the elderly. The addition of a drug and alcohol rehab centre in the centre of Glenelg is an utter disgrace and major oversight of the holdfast bay council. In addition, asking

	the community to take part in this survey and make their personal details mandatory is totally unacceptable. We need to see the council really step up, living next in extreme proximity to a brothel for the past 10 years was just awful and so damaging to our children we need to be heard now. Please strongly consider this, thank you resident of Glenelg
Alcohol should not be consumed in public spaces. There are plenty of pubs where consumption can happen.	
Too many drunks around esp near the toilets but must admit not lately	I would like it extended down to Anzac highway as a lot of drunks from what use to be called Sussex house in sussex street sit on the bench in front of atlantic tower and across the road at Gary Smith real estate seen them spew up.
I am sick of sweeping up broken alcohol bottles or picking up cans of alcohol on the footpath or that have been thrown over the fence.	
To maintain a level of good social amenity	It would need to be policed adequately
Safer for everyone	
I live at 11 partridge st Glenelg often I find smashed beer bottles on the footpath in fron of my house and see drunks at night after midnight screaming in my street	
Have noticed an increase in alcohol consumption around Glenelg	Particularly Augusta Street and Byron Street as well as the median strip parking on Anzac Highway
Over the last six months heavily drunken elements have been harassing and intimidating people we like to keep on jetty road. Glenelg is supposed to be about supporting tourism and businesses. With increased drunken behaviour comes increased crime.	<p>Community Well-being: Alcohol-free public spaces can foster a more inclusive and comfortable environment for a wider range of people, including those who might avoid areas where alcohol consumption is prevalent.</p> <p>Setting a Precedent for Responsible Behaviour: Implementing and enforcing a dry area can set a precedent for responsible alcohol consumption and behaviour in public spaces, contributing to the long-term well-being and social norms of the community.</p>
Jetty Road has become an unsafe area, that I know many people are actively avoiding	I strongly support this increase in the dry zone as long as cafe and restaurants with liquor licenses aren't adversely affected
This is an idea that will give both council and SAPOL the ability to deal with those individuals who sit on the street drunk	<p>Glenelg has witnessed an influx of both regular and irregular visitors engaging in inappropriate alcohol consumption, leading to concerning levels of public disturbance. This continues to have a negative and significant financial impact on Jetty Road businesses.</p> <p>Law enforcement faces significant limitations when responding to these incidents, often unable to effectively address the disruptive behavior. Expanding the dry zone presents a promising solution, aiming not only to enhance the safety of pedestrians both day and night but also to restore the area's reputation, marred by the presence of intoxicated and dangerous individuals who sit in this area and drink.</p> <p>It's crucial to emphasize that this initiative should not</p>

	interfere with the licenses of both current and future business. Restaurants along the street should retain the ability to serve alcohol on their approved footpath allocation and this new dry zone should not act as a barrier for future licenses.
My granddaughter goes to St Maury's high Street and I worry about here safety. Have been abused previously by people congregating next the Church in Jetty Road.	
Glenelg is unsafe, and this is exacerbated by the amount of different groups drinking openly of Jetty Road or on Bouchee Walk or across the other side on the Chapel street plaza.	The increasing rate of assaults, thefts and brazen robberies in the area are very serious issued that need to be dealt with if Jetty Rd is ever going to repair its image to the public. Jetty Road feels just like another Hindley Street at the moment, just with less police presence. Local businesses have been suffering for years now. This propsed extension is a vital step in addressing these issues and should have been done years ago. The next step after this is to ensure regular summer police walking patrols start earlier!
keeps entire Glenelg shopping district safe and accountable	there has been too many incidences where alcohol has contributed to violence/shop lifting on Jetty Road, Glenelg. It does not promote a good representation of Glenelg as a safe community to shop/for locals-many who are elderly/many school communities and visitors. It is vital for our beachside shopping district to remain safe and with an enjoyable vibe!
There are enough pubs & bars in the area to drink in	Keep the surrounding area family friendly. Should also include Moseley Square.
Too many homeless/public drinking along Jetty road ruining amenity for shoppers and destroying value for shopowners	I would like to see council use the council bus to collect the homeless people around Glenelg, take them to the council owned facility about 1km away, offer them shower facilities, connect them with services, and perhaps a hot meal at the local men's shed there. This would: - offer people help - stop unsightly behaviour on one of Adelaide's and Glenelgs premiere shopping areas - be an appropriate use of council resources.
I have seen too many drunks in the area harassing people. Not enough police presence to dissuade them	Fully support the council in this move to increase the boundaries of the dry zones
I think making Jetty Rd a dry zone would it family friendly	Drinking alcohol in public places does not suit everyone especially families. At times I have avoided Jetty Rd because of the anti social drinking behaviour.
Make it a safer and more relaxed feel	I would also strongly support a ban on smoking along Jetty Road. I find it quite disgusting the smoke smell and find it a real turn off to walk down Jetty Road with my young children and often will go out of my way to avoid Jetty Road if possible
No need to drink on jetty road. Plenty of business for alcohol along there	No good comes from it done it myself over the years and no need for it
I am a Glenelg resident. I have noticed an increase in antisocial behaviour on Jetty Road, with people gathering to drink. I believe that expanding the dry zone	

would give police additional powers to maintain the peace.	
Plenty of bars and restaurants (including Mosley beach club which is great). No need for open drinking anywhere else public	
To improve safety for my family	I've witnessed increased antisocial behaviours (to the point I've felt unsafe and made detours) around the jetty road precinct, especially since the upgrade to Chapel St & Bouchee walk and as a parent at St Mary's Memorial I strongly support this initiative.

1b.Support

Please tell us why you chose that option	additional comments
It's a family friendly area	It should extend to include Bouche Lane and lane next to the church. My response assumes that outdoor dining at restaurants and cafes would be exempt.
If this will stop or reduce anti-social behaviour then that's a good thing.	I would be concerned that if you move antisocial behaviour away from the Jetty Rd precinct you may just move the problem into the residential areas adjacent.
Does it really change anything?	You could extend the dry zone to Novar garden if you wanted to. I run a business on jetty road. The time that we might have some issue is late night. There's pretty much no traffic on the road. Most business open late will only have limited staff in, which by the way, not many. So my question is, do we really have a effective mechanism to supervise that? The intension for this proposal is very good. but I would like to see how this could be executed. I kept a pvc pipe under my desk. I hope that will not be the solution.
Anything that can be done to reduce the behaviours that are quite frightening at times	However, how it is policed is likely difficult and over summer resource intensive. Already on hot days the current dry areas are an issue. It's a shame because if people are just sensible we can all enjoy a drink without fear of being abused, and personally I enjoy being an adult and not over policed. Also noting just pushing the issue into the surrounding areas - out of sight out of mind- isn't ideal and as a community we should be seeking better support services for the at risk.
There is a local person, who in the past 6-12 months, has been sitting drinking on the footpath in either Cowper/High St during daylight hours. This person now sits and drinks in Milton St.	There are also groups of other people - mainly visitors to Glenelg - that frequent the area near St Andrew's church plaza and regularly are buying alcohol and consuming it there or nearby in Bouchee Lane etc. Maybe increasing the dry zone will restrict this behaviour etc. There is a need to improve general community safety.
I'm conscious of the increased homeless people and the attached antisocial behaviours. This might help manage the situations.	I feel this is a step forward for the area particularly when managing some of the challenging residents. However this will need to be supported with additional social interventions. On a side note I hope the intentions is for the prosperity of the community and not strictly a revenue raising exercise.

1c. Unsure/Neutral

Please tell us why you chose that option	additional comments
Does that include footpath dining with alcohol license? Or just the unfortunates who visit or live near jetty rd	Who will police it?
Because you haven't provided any reasons for or against.	I don't think there's necessarily a reason for people to be drinking in the allocated dry zone areas in general. My concern is that it restricts the option for local events when Jetty road is closed that either restaurants could open out onto the road or pop up bars could occur. These events shouldn't be just night time or late afternoon things. So will there be special times it isn't a dry zone and how will that be handled?

1d. Do not support

Please tell us why you chose that option	additional comments
I believe the problem is not 'drinking' but anti social behaviour. Most people who drink go to places that sell alcohol and drink or go to an area to gather with friends to have a few drinks.	The people in the street who are being unruly are usually the itinerants that come to the area and the numerous drug users that seem to gather at the bay. For 7 years i have had a business in the square and i have really noticed in the last 2 years a real decline in the sort of people frequenting the bay. There are still lovely families and groups of people but lots of anti social behaviour - not enough police on the street and that is where I think the problem lies.
Seems overly controlling and regulatory. It will also require extra policing, placing extra pressure on an already stretched resource.	

1e Strongly do not support

Please tell us why you chose that option	additional comments
It's seems for as it is, the problem area is already a dry zone	
I don't believe extending dry zones increases compliance just provides an opportunity to fine	This measure seem excessive to me. Does it also create a further policing requirement? Feels poorly thought out and rather draconian.
We don't need more regulation in Glenelg	The area is dying as it is, more regulation like this might drive even more people away
I don't feel that's necessary	
If it ain't broke, no need to fix it	Steve G installed cameras all around Glenelg a few years ago. I suggest Holdfast Bay asking for more beat cop police funding rather than destroying Jetty Road attraction by trying to make it a dry area
This will negatively impact many businesses along Jetty Road and also prohibit evenings which restaurants use the street for additional seating.	
Will limit current activities outside my front door	<p>Often I will stand out the front of my place watering plants on the verge with a glass of wine or a beer and under these rules I wouldn't be able to. Also often I would sit outside my back gate and watch people go past or polish the car whilst having a beer on the go but wouldn't be able to.</p> <p>Sometimes I will finish a beverage on the way to the beach and would risk being fined.</p> <p>The current rules in place are sufficient if actually monitored like bikes on footpath in Moseley or dogs off leads during daylight savings times. It's the lack of monitoring these rules that has people continually pushing boundaries.</p>
Less legislation and more policing is required.	
It is unnecessary	Implementing a dry zone is a band-aid fix on a bigger issue. To prevent anti-social behaviour, Jetty Road needs more police presence during the night, particularly during the weekends. Jetty Road is the second biggest social strip in Adelaide and while it needs significant improvement in terms of businesses, upkeep and anti-social behaviour, dry zones won't fix this. Police being around to keep the peace would have a greater impact than implementing a rule most of the public already follow. Don't ruin the hospitality scene on Jetty Road, it'll economically destroy the Bay.
Already enough dry zones	Police the area use existing laws to stop anti social behaviour introducing a dry zone will only move the problem how about working on fixing it
Because wr are sic.k abd tired of all the control over our lives now enough is enough wr font want this legislation	Give us back our human rights stop controlling us enough is enough


Hard copy Feedback (entered into the online database by admin)

1.	N/A	In favour of dry area as proposed
2.	As a long time Glenelg resident (including my parents and grand parents), I have found the clientelle have regressed in the local area and now it at times unsafe and this is not helpful to the residents who shop there.	cont/d The shop owners who are hopping to make a living and especially embracing the many tourists who come down to see our amazing Glenelg beach and as an important tourist destination, having inebriated people in the street is more than distressing and disappointing.
3.	It will make Jetty Road and surrounds safer, more family friendly; the elderly and children will feel safer; it will decrease the anti-social behaviour and crime like shop theft and offensive language.	It will make the streets cleaner as people who drink sometimes leave rubbish and empty bottles there. It will also decrease the amount of begging that occurs along Jetty Road.

Email Feedback

1.	<p>We support the proposed extension to the Dry Area as a move in the right direction, however any displacement effect will lead to additional problems in adjoining areas. In particular the foreshore area from Kent Street south to The Broadway should be subject to the same regulations applying north of Kent Street. There seems to be no reason for there to be any differentiation of this area as one where Dry Zone regulations should not apply. In particular the Xmas and New Year period brings many people to the foreshore area and increases the incidence of littering and disorderly behaviour by a minority. Extending the Dry Zone to this area would facilitate enforcement by police at these busy times by removing an arbitrary boundary line.</p> <p>Quite frankly, as long term residents of the area, we can see no reason why the Dry Area should not extend to cover all of the residential area west of Moseley street as it is subject to the movement and behaviour of the disorderly element the regulations seek to control.</p>
2.	I am a City of Holdfast Bay home owner and resident and I have read the information re Glenelg Dry Area extension proposal and agree with the proposal to extend the existing Glenelg Dry Area to cover the entire length of Jetty Road
3.	I fully agree to the proposal to extend the existing Glenelg Dry Area to cover the entire length of Jetty Road, Glenelg, which will hopefully curtail the anti-social behaviour which happens in the Glenelg area.
4.	<p>We support the dry area as proposed by council, but request that council consider extending it beyond High street to Maturin rd.</p> <p>Every time there is an event in Glenelg, especially around Xmas and New year, groups of people walk along Maturin rd to the beach, or their cars, drinking alcohol. The next day we find bottles and cans on the footpaths and in gardens. Last year after one such event our fence was damaged.</p> <p>We have just arrived back from Queensland. I have not had a chance to talk to neighbours about the proposal but I suspect were I to do so they would support both the ban and an extension of it to Maturin rd.</p> <p>We are willing to collect a petition from the street if this would help.</p>
5.	We live in the Glenelg area proposed as a dry zone, we had incorrectly believed it was already a dry zone and wondered why it wasn't policed.

	<p>Given the ongoing problems currently seen in this precinct with groups of people openly sitting drinking, as we walk through Chapel Plaza and again the walkway through to Coles Supermarket, we would definitely support a move to making it a dry zone.</p> <p>It certainly is not a good look, nor is it reasonable to walk through this area with children coming from school.</p>
6.	We received the letter on 22.11.2023 and agree with the proposal to extend the Dry Area.
7.	As a resident in Colley Terrace and regular attendee of St Peter Anglican Church and user of Coles and other stores in the area a different times of the day and evening I am strongly in favour of the proposed extension of the dry zone, especially as I am almost always on foot. The consequences of excessive behaviour in the area is often on display.
8.	<p>I am writing to let you know that I am in Favour of extending the Glenelg dry area as shown in you flyer of the 22sd November.</p> <p>I am a resident of Glenelg.</p>
9.	I am in total agreeance with the extension of the Dry Area. Yesterday while on the way to an appointment I was walking along Jetty Rd and in front of the Taplin Building, a very inebriated man turned to the window and started to expose himself to urinate. There was someone on the other side of this window who rapped loudly to stop this and I yelled out as well, it was 2:30 in the afternoon and there were people and children everywhere, I received abuse from his mate, there were three inebriated people, one female and two males and they carried a huge bottle of coke and some other substance obviously, in a pram. This really needs to be addressed swiftly and concisely. Thank You.
10.	I strongly support the proposal.
11.	<ul style="list-style-type: none"> • I STRONGLY SUPPORT the proposed extension of the dry area to include Jetty Road, Glenelg • As a local I am often disturbed by inappropriate behaviour and overt drinking of alcohol (also often disguised in soft drink bottles) in local area. Such behaviour impinges on pedestrians and is often displayed when children are passing to and from local school . • Conversations with other local residents, some of whom need to use mobility aids or feel frail, suggests they are fearful of moving past rude individuals, overt loud voices, music playing loudly and litter thrown or left on ground current, regular practice
12.	agree to extend the Glenelg Dry Area.
13.	I'm happy with an extension to dry area.
14.	Yes I would like to support the extension to the dry area Glenelg
15.	We advise that we support the proposed extension to Glenelg Dry Area as per letter received from Council dated 22 November 2023. We write this email to encourage Council to consider a further extension as per our markup attached; refer to the orange highlighted area. In recent years, we have noted a massive increase in public alcohol and drug use on Sussex Street, on Anzac Highway (near the intersection with Sussex Street) and within the rear lane ways (joining Sussex Street and Durham Street). Much of this public alcohol and drug use is by the residents of The Oaks facility, which is located at 37 Sussex Street. We don't really have a problem with this facility; we regularly talk to the residents and take them a ham at Christmas. However, some of the residents do appear to have an alcohol and or drug problem; and some regularly drink alcohol and or take drugs in public (in and around Sussex Street). I am sure the Police see what we see; however, if it was within a designated Dry Area then I guess this can only assist Police.

	
16.	<p>thank you for your informative letter re-the proposed Dry Area extension. As residents we are thoroughly in agreement with the plan.</p> <p>Too often we experience intrusive and offensive behaviour from inebriated people using our street as a thoroughfare and also from drunken foul mouthed individuals in the garden and sitting area off Jetty Road near St Mary's school and near Coles and the public toilets.</p> <p>Hopefully once these dry areas are in place they will be suitably policed otherwise it defeats the purpose.</p>
17.	<p>Great idea - should have been done years ago.</p> <p>It also needs to be enforced.</p>
18.	<p>APPROVE extension of dry area as proposed. Also suggest extending Sussex St and Durham St to meet Anzac Highway as groups gather on both corners to drink and smash bottles on the footpath, especially outside Gary J Smith real estate.</p>
19.	<p>I believe the dry zone should be extended all the way to Anzac Highway and Maturin Rd (seeing a drug an rehabilitation is planned go up on this street)</p> <p>By finishing the dry zone on Augusta street it is only going to push the current people drinking on jetty road and sleeping around Coles into Sussex street or in front of shops along Anzac Highway. (very easy for them to purchase alcohol from The Watermark and come across the road to drink and camp.)</p> <p>Some do at times even now sit and drink on veranda of Gary Smith real estate entrance, on bench outside of Atlantic Motel and sit on our garden brick ledge, and it is quite intimidating to my wife and other residence or people walking our street to go the Wrigley Reserve or to Jetty rd.</p> <p>Hope you will consider adding these areas to your new proposed dry zone for Glenelg.</p>
20.	<p>Thank you for sending out to us your latest info regarding the 'Glenelg Dry Area extension proposal'.</p> <p>Having lived in Glenelg all of our lives, we have noted that the occurrence of having intoxicated people in the streets has become more prevalent over the past ten to fifteen years or so.</p> <p>Some of this is naturally, due to that fact that Glenelg is such a great tourist destination & that many visitors assume that they can drink alcohol wherever they want!</p> <p>But a large proportion of this occurrence is undertaken by a majority of the residence that are living in the many supportive care facilities that are located in the streets that run off of Jetty Road.</p> <p>The people that own & run these facilities, do not allow their residence to consume alcohol within the boundaries of these premises.</p> <p>This forces the residents to purchase liquor from the local bottle shops & sit on the footpaths & gutters to consume their refreshments.</p> <p>This is definitely not a good look for GLENELG & the fabulous destination and family orientated place that it is!</p> <p>Unlike many other residents in Glenelg, we have personally made an effort to befriend & support many of these 'special residents' (<i>who for all sorts of reasons may have challenges of living what might be termed as a 'Normal Life' like most people</i>). We are sympathetic to the situation that they are in.</p> <p>It would be our suggestion that the City of Holdfast Bay Council implement the following:</p>

	<p>1 Approach the people that own & run these facilities and see if they could come to some kind of arrangement that their residence could consume alcohol within the boundaries of these premises.</p> <ol style="list-style-type: none"> A suggestion could be that 'Outdoor Areas' could be developed somewhere on the premises that would make the residence feel at home (<i>just like you & I would in our homes</i>). There may also be a designated area inside of the buildings where they could gather, should the weather be inclement. The cost to create such spaces might be met by a combination of sponsorship that would include, <ol style="list-style-type: none"> The City of Holdfast Bay The Owners of the facilities Local Prominent Business Owners (<i>who would be helping by getting these people 'off the street'</i>). <p>2 The Boundaries of your 'Glenelg Dry Area extension proposal' - <u>need to be extended</u>.</p> <p>Conscious that our first suggestion may take some time to implement, we strongly recommend that the boundaries be extended to the end of all of the side streets that run off of Jetty Road, right through to & including the southern footpath of Anzac H/Way.</p> <p>If this was the case, it would put more pressure on the owners of these residential care facilities to take more responsibility & look after their tenants & the community in general.</p> <p>We would be happy to discuss any of our suggestions with you.</p>
21.	I would like to support the Glenelg Dry Extension proposal.
22.	<p>This proposal is fully supported.</p> <p>Almost without exception on weekends as a minimum there are drunk indigenous people either in Chapel Plaza or across the road in the lane way which goes through to Cole's or in both locations.</p> <p>Police sometimes attend but do little to alleviate the noise and sometimes their aggressive behaviour. This affects the public in the vicinity and the shop workers (mostly vulnerable females) in the adjacent shops. People do not go to the shopping precinct or go to work to be subjected to aggressive and unsociable behaviour of this nature.</p> <p>Make the areas a dry zone.</p>
23.	<p>As a resident who has lived in the Glenelg area for around 16 years, I think the Dry Zone proposal for Jetty Rd is a fantastic idea. I'm tired of seeing drunks yelling and swearing, even during the day. This is mainly around the church and across the road near the toilets. I've even heard tourists commenting that it was embarrassing to see this behavior in such a popular tourist area.</p> <p>I believe the idea can't be implemented soon enough.</p>
24.	STRONGLY AGREE
25.	Yes we support the proposed dry area
26.	As an 83 y.o Pensioner who has been threatened several times by drunks in Jetty Rd . I wholeheartedly support the Glenelg Dry Area extension to all of Jetty Rd
27.	We strongly support the proposed extension
28.	<p>Thankyou for your letter box drop sheet information re Glenelg dry area.</p> <p>I would like to see the dry area extended to include the length of Jetty Rd.</p>
29.	<p>I would like to see the dry area extended to the length of Jetty Road ASAP.</p> <p>Thanks for information.</p>
30.	We endorse your proposal to extend the Glenelg Dry Area and in particular the 2 areas either side of Jetty Road adjacent to the National Bank and opposite next to the Church
31.	Totally agree with extending the dry area to include entire length of Jetty Road. It will make Glenelg safer for families and cut down other problems at night.

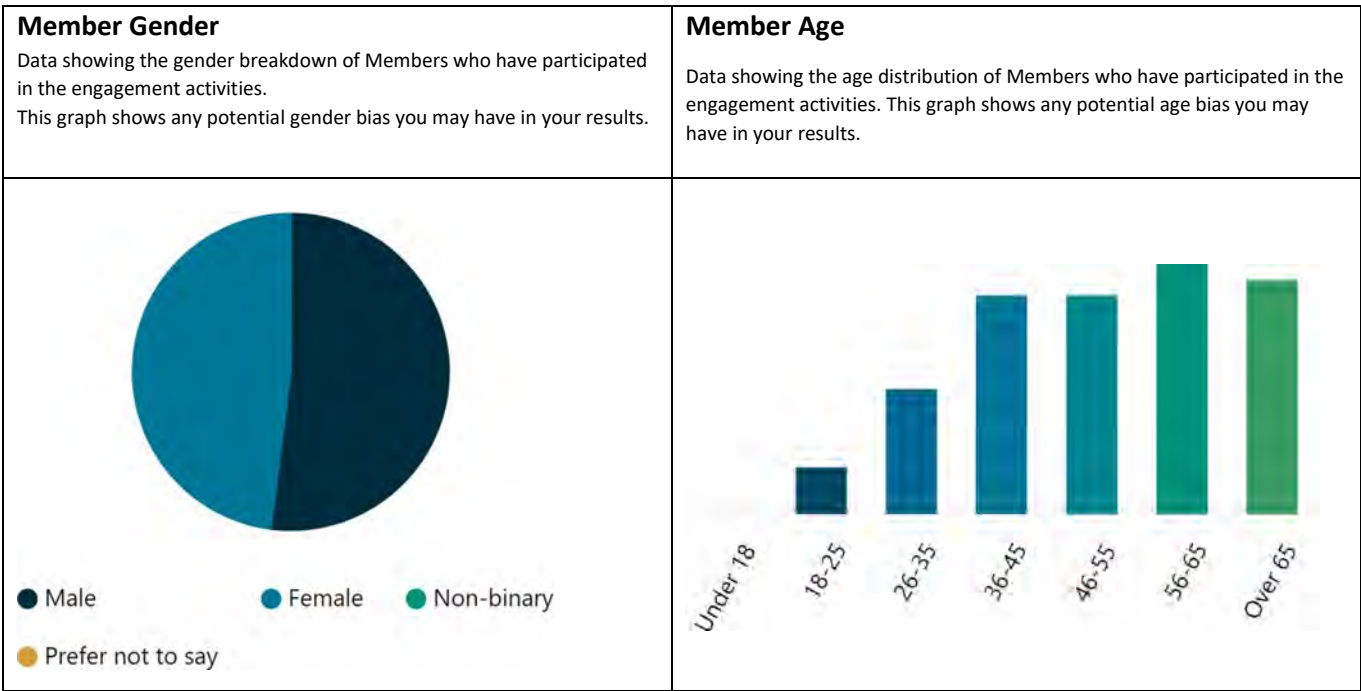
32.	I agree with the proposed extension of the Glenelg Dry Area
33.	Happy for the dry zone to be extended. We have a regular drunk sitting on the footpath everyday. Anything to help the drinkers in the area worrying others.
34.	Further to you letter dated 22 November. We are please to support an extension of the dry zone area. Over the years have had problems with drunks – vomiting out the front of our gate, urine on our wall so anything to prevent this would be great.
35.	I've forwarded the information you sent through and we are all in agreement for the extension of the dry area to go ahead
36.	We do not support the proposed extension to the Glenelg Area. We feel it is too wide an area and are satisfied with the current restrictions.
37.	<p>Just providing feedback on the proposal.</p> <p>I do not support the proposed extension.</p> <p>If were honest this is a response to the increased anti-social behaviour on Jetty Rd and the assumption is that this will enable police more powers to move people on.</p> <p>I am doubtful that police will use these powers and there are adequate legislative instruments currently available that are not utilized.</p> <p>Also, more regulation is not the solution to the problem.</p> <p>This is a bandaid fix to a problem and it won't fix it or go to the core of the issue.</p> <p>Just pushing problems to the fringes of Jetty Road is a lazy solution.</p>
38.	<p>Thank you for seeking my view on the proposal mentioned above. My views are listed below and I would be grateful to have this document circulated to councillors and noted in the minutes of the next council meeting.</p> <p>First, allow me to voice my unhappiness with the proposal soliciting views from members of the public who do not live in the City of Holdfast Bay. Given, that I live in the city, pay rates the city and experience first hand any effects of council decisions it is my views that count rather than those of a people who live elsewhere.</p> <p>Secondly, the question of "To what extent do you support the proposed extension of the dry area to include Jetty Road, Glenelg?" is a blunt instrument with no nuance that is simply a motherhood clause. Of course everyone would like to improve the amenity of an area and decrease anti-social behaviour but the question remains: Are dry zones the way to do this?</p> <p>In an attempt to answer that question of effectiveness let me enquire as to the evidence that the existing dry zones have been successful. Surely, underpinning this proposal council has evidence collected over many years, perhaps since the Glenelg riot of 1984, and can irrevocably that it's dry zones work. I don't think so. Indeed, published data from elsewhere within Australia and around the world indicate that there is very little evidence that dry zones will decrease anti-social behaviour. Instead dry zones further marginalise disadvantaged groups and simply favour groups holding licenses to sell alcohol. Further, there is some evidence that establishing dry zones can have the side effect that alcohol is displaced by hard drugs such as Crystal Methamphetamine (ICE) which are easier to conceal. Perhaps a question should be "What would you rather have on Jetty Road - a drunk behaving erratically, or person in a drug induced (ICE) psychosis?"</p> <p>In terms of where the current alcohol fuelled antisocial behaviour originates I can only rely on my observations based on the fact that I live near Jetty Road, The Watermark Hotel, The Glenelg Marina and various parking areas. In my area truly antisocial behaviour is rare although it does occur mainly during major events such as New Years Eve Etc. I rarely see people drinking on the footpaths or roads. When I do see anti-social behaviour it seems to be exclusively from patrons who have patronised licensed venue's. If one were seriously trying to reduce the "potential" for anti-social behaviour, council would need to re-examine the number of licenses on Jetty Road and make recommendations limiting those. I might also suggest, with tongue in cheek, that already overstretched police breathalyse patrons as they leave venues. If patrons leaving licensed venues are over the limit then perhaps the venues rather than the patrons should be fined for failing to meet their Responsible Serving of Alcohol responsibilities. This pattern is a much bigger problem for the general community (including domestic violence) than street drinking.</p> <p>In terms of licenses I consider it appalling that council seems to support unfettered licensing and has even allowed the establishment of a Beach Club which encourages excessive consumption via it's entry fees. In Europe licenses for such clubs which incorporate the conversion of public space to private space, have been found to lead to corruption and to just add to the amount of alcohol being consumed.</p>

	<p>I fail to see how dry zones targeting anybody that might consume alcohol in a public place can even compare to the exponentially larger number consuming in licensed premises. I am far from being a wowser however I cannot see any evidence that the current proposal will achieve anything other than adding to policing issues and potentially creating a far worse situation.</p> <p>In short, I would be happy to consider an extension to the existing Dry Zone if and when council is able to cite it's evidence that the existing Dry Zones have reduced the "potential" behaviours that it is trying to curb. Indeed, in some locations such as Wigley Reserve council has built BBQ's as well as impose a dry zone. This has actually detracted from the amenity of the facility for responsible families Etc. The concept of a non-paying picnic "A jug of wine, A loaf of bread and Thou" seems anathema to City of Holdfast Bay.</p>
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Phone calls

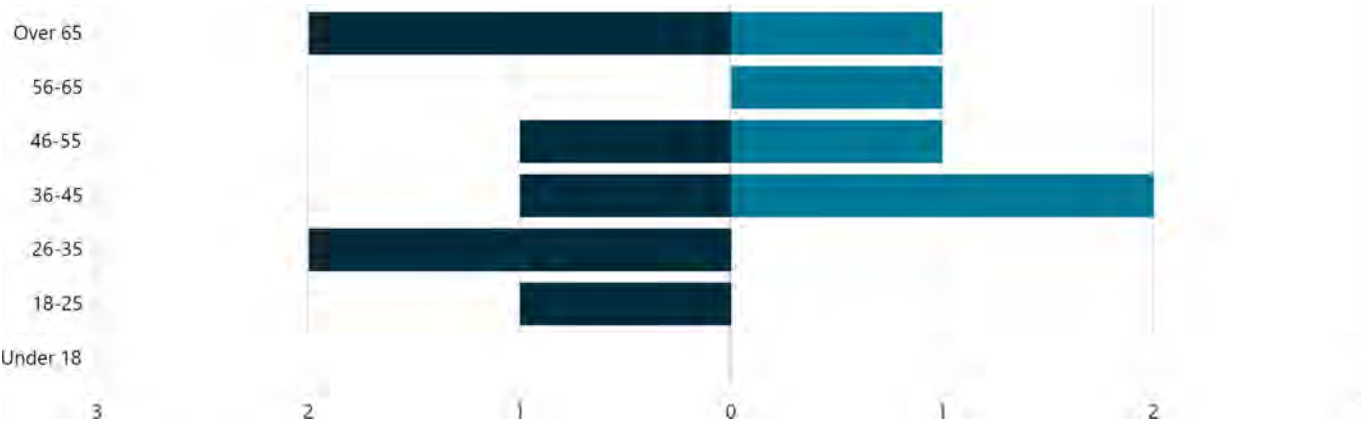
1. Fully supportive and excellent idea
2. Fantastic idea and would love to see the proposed dry zone extended to Pier Street
3. Fully supportive
4. Good/fantastic idea but the extension doesn't go far enough. Great and all for it but would like to see area to include Anzac Highway and up to Pier Street. Van parked on Augusta Street adjacent 12-12B Byron Street
5. Great idea but would like to see the extension go to Pier Street
6. One of the most brilliant ideas she's seen in a long time, excellent idea we need it. Absolutely agreed.
7. Supportive and hopefully this will improve safety when using the tram stop at Brighton Road/Maxwell Terrace
8. Fassina's: Supports the extension of dry area- people congregating in Bouchee Walk and Chappell Plaza harassing people that have purchased drinks from Fassinas + asking for money and are very demanding and threatening. Can be intoxicated and come into Fassinas trying to purchase or steal more drinks
9. Fully supportive. Assistance to care for the occupants of within the laneways and the homeless person that has taken up residents in the former Chemist Warehouse site. Put a lock on the power points in Chappel Plaza and Bouchee Walk
10. Fully supportive due to the unsavoury behaviour occurring near NAB in the laneway to Coles. Concerned regarding new licenses being issued when a shop changes its use, ie the german shop next to Bakers Delight which is now licensed including their outdoor dining area, which is close to where there is a alcohol induced issue.
11. In support, however, would like to see the dry area extended to Anzac Highway due to residents from Glenelg Supportive care drink alcohol in Byron Street on the footpath including north eastern side of Torrens Square
12. In support, however, would like to see the area extended to Anzac Highway
13. Please go ahead with it. Too much drinking down here on the foreshore
14. Good idea for the extension of the dry area

Demographic Information

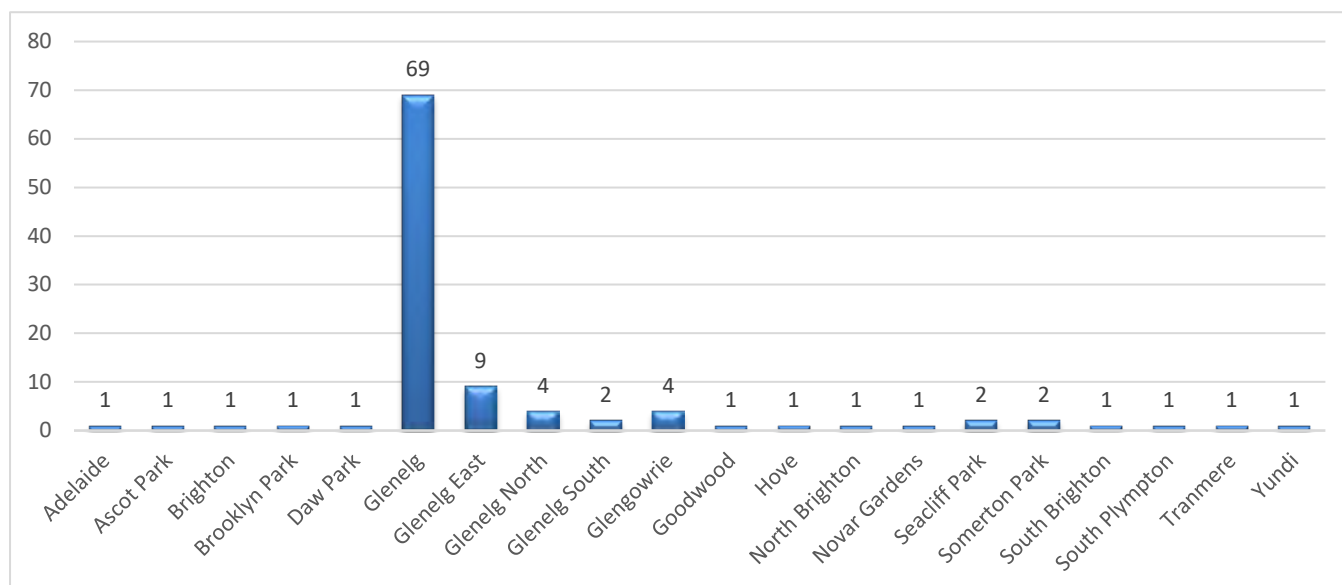


Member Gender by Age

Data showing the age and gender of Members who have participated in your engagement activities. This graph shows any potential gender or age bias you may have in your results.



Location



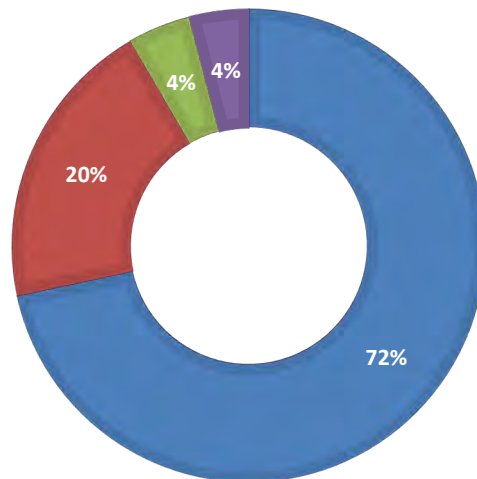
Adelaide	1	0.95%
Ascot Park	1	0.95%
Brighton	1	0.95%
Brooklyn Park	1	0.95%
Daw Park	1	0.95%
Glenelg	69	65.71%
Glenelg East	9	8.57%
Glenelg North	4	3.81%
Glenelg South	2	1.90%
Glengowrie	4	3.81%
Goodwood	1	0.95%
Hove	1	0.95%
North Brighton	1	0.95%
Novar Gardens	1	0.95%
Seacliff Park	2	1.90%
Somerton Park	2	1.90%
South Brighton	1	0.95%
South Plympton	1	0.95%
Tranmere	1	0.95%
Yundi	1	0.95%

91 participants are residents of the City of Holdfast Bay (89%)

Acquisition

Information regarding the method by which visitors arrived at the project site page

■ Direct ■ Social Media ■ Search Engine ■ Websites



- Direct 318 (72%)
- Social Media 89 (20%)
- Search Engine 19 (4%)
- Websites 18 (4%)

Referral Types

Referral traffic is the segment of traffic that arrives on your website through another source, like through a link on another domain.

Direct - Visitors who have arrived at a site by entering the exact web address or URL of the page.

Search Engine - Visitors who have arrived at a site via a search engine. Such as Google, Yahoo, etc.

Websites - Visitors who have arrived at the site after clicking a link located on an external website.

Social Media - Visitors who have arrived at a site by clicking a link from a known social media site such as Facebook, X, LinkedIn, etc.

Attachment 2



SOUTH AUSTRALIA POLICE
SAFER COMMUNITIES

OFFICIAL: Sensitive

7 December 2023

Att: Marnie Lock
General Manager Community & Business

City of Holdfast Bay
24 Jetty Road
Brighton SA 5048

Dear Marnie,

Western District have conducted an analysis of the incidents that have occurred over the past 12 months within the existing Glenelg dry zone area and the proposed dry zone area. As a result of this process and in consultation with staff from Henley Beach Police Station and Glenelg Police Station, I support the initiative of extending the existing dry zone.

Kind regards,

Anthony Fioravanti
Superintendent
Officer in Charge
Western District



**Government of
South Australia**

Service Integrity Leadership Collaboration Courage Respect

South Australia Police, GPO Box 1539, Adelaide SA 5001

ABN 93 799 021 552

www.police.sa.gov.au



Attachment 3



STEPHEN PATTERSON MP

MEMBER FOR MORPHETT



15 January 2024

City of Holdfast Bay
PO Box 19
BRIGHTON SA 5048

Attention: Annie Elliott

Dear Annie

PROPOSED EXTENSION TO EXISTING GLENELG DRY AREA

I write in support of the City of Holdfast Bay's proposal to extend the Glenelg Dry area to include the entire Jetty Road, north to Augusta Street and south to High Street.

The proposal to extend the existing dry area to incorporate the length of Jetty Road will aid SAPol in reducing anti-social behaviour that is being experienced along Jetty Road.

I therefore endorse Council's request to extend the existing Glenelg Dry area.

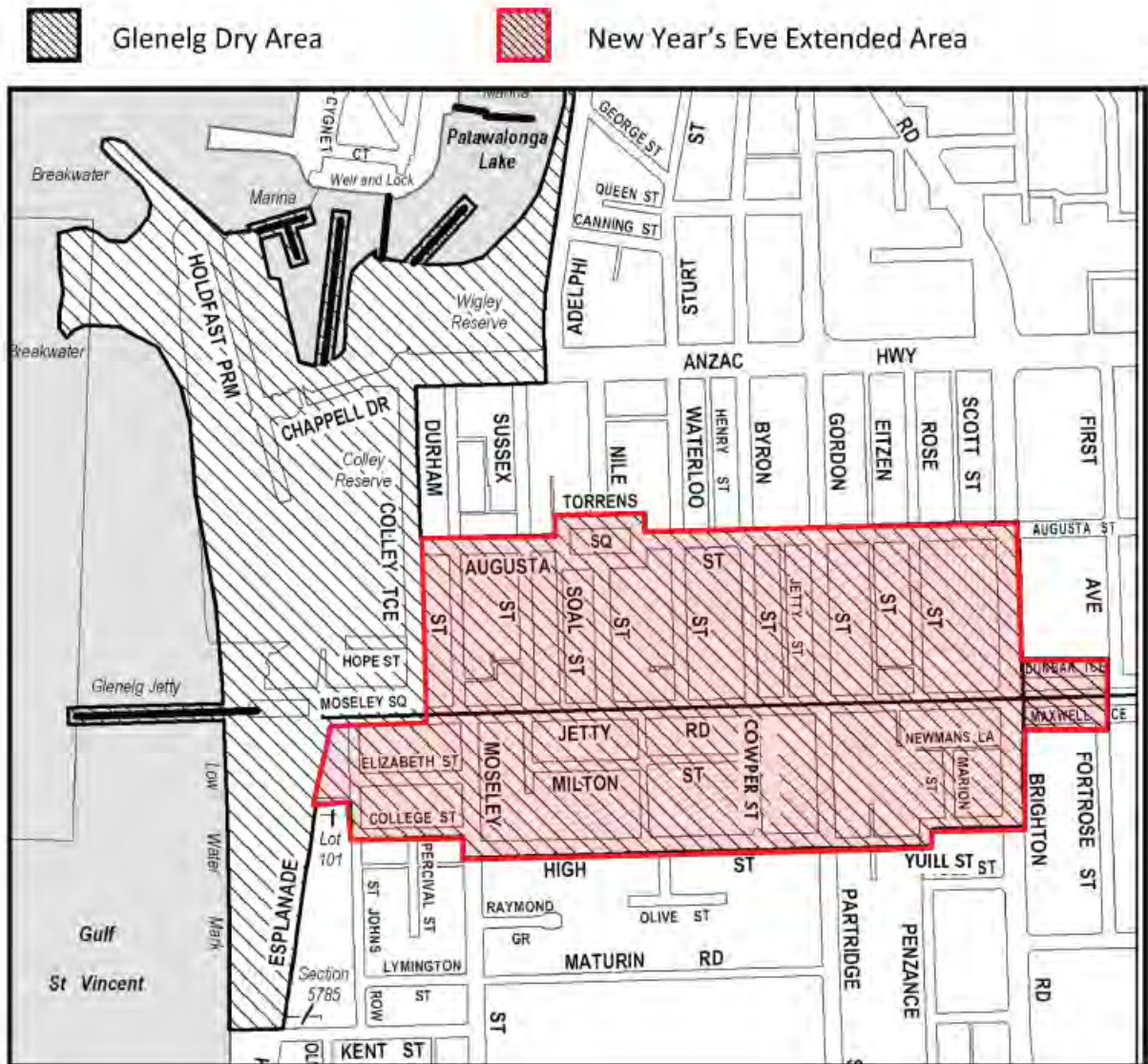
Yours sincerely

Stephen Patterson, MP
Member for Morphett

Attachment 4

EXTENDED DRY AREA

Glenelg



Item No: 15.4

Subject: PURCHASE OF ARTWORK - BRIGHTON JETTY SCULPTURES
COMPETITION

Summary

The Brighton Jetty Sculptures Festival occurs annually in January, and each year Council allocates a budget to purchase a sculpture from the festival. This year, the Public Art Acquisition Advisory Group selected an artwork called '*Return*' by artist Christian Hall.

Recommendation

That Council:

1. **endorses the purchase of the Brighton Jetty Sculpture entry '*Return*' by Christian Hall for the sum of \$14,286; and**
 2. **approves the sculpture to be installed in front of the Brighton Beachfront Holiday Park/Seacliff Surf Life Saving Club.**
-

Background

The Brighton Jetty Sculptures is a major fundraising event for the Brighton Surf Life Saving Club and is coordinated and managed by a small group of Club volunteers. The City of Holdfast Bay has sponsored the annual event since its inception in 2008 and has shown ongoing commitment and support of the annual event, including sponsorship funding of \$5,000 and extensive in-kind assistance from Administration and Depot staff to support Festival delivery.

The 2024 Sculptures Exhibition ran from 17 – 28 January 2024, with a catalogue of 231 indoor and outdoor sculptures exhibited in Bindarra Reserve and along the Esplanade from Beach Road to Dunluce Avenue. It attracted more than 130,000 visitors to the stunning seaside destination of Brighton.

As part of the annual business plan process, a budget of \$20,000 each year is allocated to the potential purchase of artwork from the Sculptures Exhibition, if an entry meets the following criteria:

- visually appropriate and relevant to the area
- of high quality and strong artistic integrity
- create a sense of place and a welcoming destination
- create a strong feeling of identity and pride of the public space
- increase the enjoyment of public art by the pathway users, local community and visitors to the area
- increase the diversity and quality of the City of Holdfast Bay public art collection

- be a lasting addition to the significant public art assets within the City
- comply with all relevant Australian Standards and building codes and avoid dangerous protrusions, trip hazards, and sharp edges
- be of relevant scale to the location
- are safe for the general public, including pedestrians, cyclists and people with disabilities
- are made from, durable, robust, resilient and structurally appropriate materials
- be installed in a way that the artwork cannot be removed by force or will not dislodge over time
- have a life span of a minimum five years

Report

The selection process was conducted by Council's Public Art Acquisition Advisory Group. In 2024, this group included Councillor Monique O'Donohue along with representatives from Administration (Curator Exhibitions and History, Commercial Specialist, Team Leader Rapid Response, and Art and Culture Coordinator).

This group compiled a shortlist from the digital exhibition catalogue and a site visit was conducted on 22 January 2024 to judge the suitability of the outdoor sculpture category entries against the selection criteria.

From the works shortlisted, the work '*Return*' by Sculptor Christian Hall was selected as suitable for acquisition.

Description	Material	Size	Weight	Price
'Return' is a sculpture resulting from the formal exploration of the repeat production of a tapering corrugated steel bar. Its looping structure resonates with the material's transformation from iron ore to steel to rust. The work reflects both the time of human manufacturing and the material's natural disintegration. The artwork embodies an environmental consciousness, highlighting the interplay between human and more-than-human temporalities within the material world.	Steel	1800mm (w) 400mm (d) 2200mm (h)	120kg	\$14,286

Refer Attachment 1

The Advisory Group concurred that '*Return*' is a good investment in public art as it meets all selection criteria and aligns with the Creative Holdfast Strategy. This artwork can be used to frame landscape photography and encourages people to interact with the piece. While on the site visit, the panel witnessed people lining up to photograph and pose with the artwork. There has been positive community feedback online and in person in response to the work. The work was also the winner of the 2024 Environmental Award as part of the Sculptures Exhibition.

It has been identified the sculpture is simple to maintain with strong structural integrity, made of weathering steel which is ideal for the coastal environment. The site has been deemed low risk for display in the public realm.

A public art risk assessment has been conducted by the Art and Culture Coordinator and approved by Manager, Field Services. This process ensured the artwork has been assessed against the Australian Safety Standards and poses low risk to the community.

Location Details

The recommended location is south of the Seacliff Surf Life Saving club, as it offers ample room for installation. It is a great setting for the community to interact with the artwork, with uninterrupted views of the ocean, peripheral view of the cliffs and water sporting activities happening in the area. This location hosts flat soft ground that will highlight the shadow/sundial feature and talk to the importance of protecting circular systems within the dunes and the Kingston Park Reserve. The sculpture creates impressive shadows and will respond to the seasonal changes of sunlight.

The suggested location with its proximity to the Brighton Beachfront Holiday Park offers opportunities for tourists to photograph the work and will become a landmark for tourism within City of Holdfast Bay.

Refer Attachment 2

The Depot Arts Maintenance Team has also conducted a site visit and have identified this location as accessible to install and maintain the artwork. There are plans for a new wire railing to be installed to protect the surrounding dunes in the area to stop people cutting across revegetation.

An independent engineer has been engaged to provide an engineering report to supply the installation requirements to comply with all Australian safety standards. A concrete slab will be required for installation (pending full details from the engineer report).

David Mott, Principal Consultant, Senior Archaeologist, Integrated Heritage Services has also been consulted and identified the site as no risk to Aboriginal Heritage as this dune system is new.

The Seacliff Surf Life Saving Club will be consulted regarding the installation however there will be no interruption caused to Club operations or interference with access ramps/pathways.

Budget

\$20,000 is allocated to the purchase of artwork from the Brighton Jetty Sculpture competition. This allocation is sufficient to cover the purchase price, engineering fee and any installation costs.

Life Cycle Costs

Maintenance and installation of artwork can be performed by City of Holdfast Bay Depot Team within the maintenance budget allocated as part of the annual budget build process.

Strategic Plan

Creative Holdfast Arts and Culture Strategy 2019-2024
Council Policy
Public Art Policy

Statutory Provisions

Not applicable

Written By: Art and Culture Coordinator

General Manager: Community and Business, Ms M Lock

Attachment 1

Attachment 1: Artwork: *Return* by Christian Hall

Example of morning and afternoon sun



Attachment 2

Attachment 2: Location: South of Seacliff Surf Life Saving Club



View facing east.



View facing west.



Item No: 15.5

Subject: GLENELG FOOTBALL CLUB – FINANCIAL SUPPORT

Summary

In April 2023, Council endorsed the re-forming of the Glenelg Football Club Working Group to November 2023 to work with the Club to assess its long-term financial viability. In September 2023, a further extension of the Working Group was granted to 29 February 2024.

An independent consultant (BRI Ferrier) was engaged in August 2023 to undertake an independent review of the Club's financial position and forecasted assumptions.

This report seeks an extension of both the appointment of the Elected Members to the Working Group and the current lease and licence agreement.

Recommendation

That Council:

1. notes the report;
 2. approves the extension of the current financial assistance to the Glenelg Football Club to 30 April 2024 being:
 - a) that the Glenelg Football Club continue to not be charged interest on existing borrowings;
 - b) that the current lease and licence be held over at an annual rental of \$40,000 pa (including GST); and
 3. approves the extension of the Glenelg Football Club Working Group to 30 April 2024, including the continued appointment of Councillors Abley, Smedley and Snewin to the Working Group.
-

Background

Council resolved on 14 December 2021 the following motion:

Motion:

C141221/2502

1. That Council notes the report and affirms its commitment to the long-term sustainability of the Glenelg Football Club.
2. That the Glenelg Football Club continue to not be charged interest on existing borrowings up to 31 October 2023.

3. *That the Glenelg Football Club annual lease be maintained at \$40,000 pa (including GST) up to 31 October 2023.*
4. *That a review of these arrangements be undertaken at least six months prior to the 31 October 2023.*

In April 2023, Council resolved the following motion:

Motion:

C260423/7422

1. *notes the report;*
2. *approves the extension of the current financial assistance to the Glenelg Football Club to 29 February 2024 being:*
 - a) *that the Glenelg Football Club continue to not be charged interest on existing borrowings;*
 - b) *that the current lease and licence be held over at an annual rental of \$40,000 pa (including GST); and*
3. *approves the extension of the Glenelg Football Club Working Group to February 2024, including the continued appointment of Councillors Abley, Smedley and Snewin to the Working Group.*

In September 2023, an extension of the Working Group and the current financial assistance to 29 February 2024 was sought and approved by Council (C260923/7567).

Report

An independent consultant (BRI Ferrier) was engaged in August 2023 to undertake an independent review of the Club's financial position and forecasted assumptions.

A draft report has now been received by Administration. A report will be presented to the Audit and Risk Committee and to Council via a workshop and Council report later in April.

Accordingly, it is recommended that an extension of the current financial assistance to the Club, the continuation of not charging interest on existing borrowings and the holding over of the lease and licence and maintenance of the rent at \$40,000 pa (including GST) until 30 April 2024 be endorsed.

Further, it is recommended the term of the Working Group and appointed Elected Members also be extended to 30 April 2024.

Budget

The 2024-25 budget will be developed based on the decision made by Council.

Life Cycle Costs

Not applicable

Strategic Plan

Wellbeing: Establish community hubs that integrate community support, recreational, and commercial services in multi-purpose spaces.

Council Policy

Not applicable

Statutory Provisions

Not applicable

Written By: Chief Executive Officer

Chief Executive Officer: Mr R Bria

Item No: 15.6

Subject: RESILIENT SOUTH REGIONAL CLIMATE ACTION PLAN

Summary

Resilient South is a regional climate partnership between the Cities of Holdfast Bay, Marion, Mitcham and Onkaparinga and the Government of South Australia. A draft Resilient South Regional Climate Action Plan 2024-29 (ReCAP) has been prepared with extensive input from more than 900 people including community, Elected Members, businesses, youth, Kaurana, council staff, state government agencies and other regional climate partnerships.

Approximately 70% of community members across the four partner councils indicated that they are supportive of what the plan is set out to achieve. Given the overall positive results from the consultation, the ReCAP is recommended for adoption.

Recommendation

That Council:

- 1. adopts the Resilient South Regional Climate Action Plan 2024-29; and**
 - 2. notes the ReCAP Monitoring and Engagement Plan.**
-

Background

Resilient South is a partnership for the southern Adelaide Region between the Government of South Australia and the Cities of Holdfast Bay, Marion, Mitcham, and Onkaparinga, with a focus on progressing a regional approach to climate resilience.

The Resilient South partnership was formed in 2011 and is one of four partnerships operating within the greater Adelaide and Fleurieu region.

Resilient South is underpinned by a formal but non-binding Sector Agreement, established under the *Climate Change and Greenhouse Emissions Reduction Act 2007*. The Sector Agreement provides an indication of the priority areas of work for the Resilient South partnership but is non-binding and can be withdrawn from at any time. Two sector agreements have been signed since 2013 and the next, updated Sector Agreement has been given in-principle support from the Minister for Climate, Environment and Water and on 8 March 2022 (C080322/2559), Council approved the Mayor to sign it.

A Resilient South Regional Coordinator, hosted by the City of Marion, acts as a shared resource across the four Resilient South councils. The Regional Coordinator provides advice, pursues opportunities, and progresses joint projects and advocacy on behalf of the region.

Resilient South is nationally recognised for delivering complex strategic projects, capacity building and collaboration that are achieving cultural, governance and operational change within the partner organisations and beyond. While there remains much to achieve, a 2021 evaluation by Flinders University ranked Resilient South second in a cohort of 44 internationally benchmarked climate adaptation partnerships. Similarly, the four partner councils ranked amongst the top five councils in Australia when our climate risk governance arrangements were benchmarked against more than 350 other councils.

Recent Resilient South initiatives include:

- Asset management - The Resilient Asset Management Program (RAMP) is piloting the integration of climate risk data into council asset management processes to optimise council expenditure and reduce the risk of stranded assets. The program is a partnership between the four member councils, CSIRO, state and federal governments; the RAMP has attracted more than \$1.5M in external funding.
- Heat and tree canopy mapping – Resilient South was the first region to undertake aerial data capture of the tree canopy and urban heat effect to map areas of high urban heat over summer (in partnership with the State Government). These data are used by planners to identify areas susceptible to heat that can be targeted for urban greening, as well as property owners and developers to identify how to improve current and future building comfort.
- Business engagement – The Southern Business Mentoring Program has engaged a Sustainability Mentor. Business Continuity Breakfasts were held at the 2021 and 2022 Tonsley Future Energy Summits. The events targeted southern region business people and discussed opportunities for businesses to adapt to a changing climate.
- Urban forest management - Coordination of a regional response to a push by SA Power Networks to remove street trees that may interfere with power infrastructure, potentially saving more than 1,000 street trees in our region and developing a new model for cooperation between local government and SAPN. A Resilient South motion to support efforts to reconcile the *Electricity (Principles of Vegetation Clearance) Regulations 2021* with state and local government efforts to increase canopy was approved by the Local Government Association Annual General Meeting in October 2023.
- Coastal climate adaptation – sharing experiences and approaches to coastal climate adaptation planning. Resilient South played a leading role in the establishment of the \$6M Climate Ready Coasts program.
- Community engagement - A coordinated program of community focused events and workshops on relevant topics including electric vehicles, home energy efficiency and urban greening. Last year Resilient South collaborated with other Adelaide metropolitan councils to present a series of 13 Sustainable Homes webinars. More than 600 people attended with an average rating for usefulness of 8.6 out of 10, and overwhelmingly positive feedback comments.
- Climate Ready Schools – in partnership with the state government’s Green Adelaide Education program, teaches students about climate change impacts and utilises STEM and design thinking to support them to develop adaptation solutions for their schools. Piloted in Resilient South and now a flagship Green Adelaide program.

- Climate Risk Governance - In 2019, Resilient South councils piloted a Climate Change Adaptation Governance Assessment tool, which assesses how well councils are managing legal, financial, and transitional climate risks. The successful pilot resulted in nearly all other Adelaide metropolitan councils undertaking the assessment, revealing Resilient South councils as amongst the top performing in Australia.
- Future Trees Project – Phase 1 benchmarked the species diversity of public trees across Adelaide, identifying threats from climate and biosecurity and made recommendations to councils on how to promote canopy resilience. A proposal for Phase 2, which will involve wide-scale tree trials and other projects, is currently being prepared. The project is exploring, how to improve Adelaide’s urban forest species diversity and how to improve its resilience to the impacts of climate change.
- You Can’t Arb That - a video project aimed at improving understanding of urban tree issues and promoting the work of Local Government arborists.
- Resilient South has made submissions to:
 - Planning System Implementation Review
 - Parliamentary Inquiry into the Urban Forest
 - Office of the Technical Regulator Review of the *Electricity (Principles of Vegetation Clearance) Regulations 2021*
 - State Infrastructure Strategy

In addition to the activities described above, Resilient South has also been a very effective vehicle for advocating regional priorities with state and federal government as well as leveraging funding. The Regional Coordinator provides advice and advocates for the needs of our region in various fora, including:

- SA Power Networks Local Government Advisory Committee
- Green Adelaide Urban Heat and Tree Canopy Technical Working Group
- Green Adelaide Policy Technical Working Group
- SA Water Resilient Water Futures Consultation Group
- TREENET Advisory Committee
- University of Adelaide Economics of Trees Advisory Committee
- LGA Climate Ready Housing Community of Practice
- LGA Climate Risk Community of Practice

The development of the Regional Climate Action Plan was funded by a Commonwealth Government *Preparing Australian Communities* grant of \$99,000.

Report

The draft ReCAP sets out the collaborative climate response priorities for the region over the next five years, with 49 actions grouped under four key priorities:

Refer Attachment 1

- Grow cooler, greener, biodiverse environments
- Create climate resilient neighbourhoods
- Transition towards a low carbon region
- Reduce climate risk

The Resilient South Coordinator will be responsible for coordinating delivery of the ReCAP, with actions delivered via partnerships between the councils, our communities, state government agencies and other regional climate partnerships.

The ReCAP was developed with extensive input from more than 900 people including community, businesses, Elected Members, youth, Kaurua, staff, state government agencies and other regional partnerships.

Phase 1 Engagement

The first phase of engagement involved seeking ideas and input around the ways we can work together to respond to climate change and the benefits this can bring for our region. The information from this phase was used to inform the development of the draft ReCAP.

Engagement activities during phase 1 spanned from November 2022 to March 2023 and included:

- Regional staff forum - to identify how council staff currently contribute to climate action, what more they could do and how they can be supported to deliver these actions regionally. Attended by 65 staff from all four Resilient South councils across most council functional areas.
- Online survey of businesses - to raise awareness of climate change in the business sector and understand how businesses could be better supported to reduce emissions and adapt to climate change in the region. The survey was followed by interviews with selected survey respondents to further investigate the support businesses need to respond effectively to climate change. There were 23 businesses who participated in the survey and 8 businesses were interviewed.
- External government agency and partner forum – to identify opportunities for partnership or support between Resilient South and other groups and agencies and explore what mechanisms are needed to support these opportunities. There were 14 stakeholders representing nine partner or agency groups at the forum.
- Regional youth climate forum – to identify young people’s priorities for regional climate action and understand how Resilient South can engage with and support young people on climate change, 15 young people attended the forum.
- Community survey – to understand how the community would like Resilient South to help them reduce emissions, prepare for or respond to climate change. There were 615 community members who contributed to the community engagement.

- Regional staff workshops - to use staff knowledge and expertise to further explore and identify opportunities for regional climate action. Attended by 69 staff from all four Resilient South councils across four themed workshops.
- Council Member forum – to present the achievements and plans of the Resilient South partnership to Council Members, share the findings of stakeholder engagement to date, and understand Council Members' priorities for regional climate action. There were 17 Elected Members from the four partner councils who attended the forum.
- Blackwood Uniting Church Climate Change Expo – engagement undertaken with the community at the Blackwood Uniting Church Climate Change Expo to identify community priorities for regional climate action.

Phase 1 engagement with Kurna representatives was postponed while administrative arrangements were finalised.

Phase 2 Consultation

The second phase of engagement involved seeking feedback on the draft ReCAP from community, staff, and Elected Members, including:

- Circulated to Elected Members for feedback via email and survey in June 2023.
- Survey released for public consultation via Your Holdfast from Friday 3 November to Friday 1 December 2023.
- Development of a '*Kurna perspectives on climate change statement*' with Kurna Yerta Aboriginal Corporation and other Kurna Meyunna stakeholders.

We had 240 people respond to the survey and approximately 70% of community members indicated that they are supportive of what the plan is trying to achieve.

Key themes of supportive feedback included the following:

- Significant support for climate actions including:
 - Protecting and enhancing green space, native vegetation and biodiversity.
 - Promoting climate resilient and low emission development.
 - Reducing council and community emissions.
 - Educating, engaging and supporting the community.
 - Responding to climate risk to protect the community and save on long-term costs.
 - Improving sustainability of transport systems.
 - Concern that actions are not specific, measurable or time bound (this concern is addressed via the Monitoring and Engagement Plan in attachment 2).
- Refer Attachment 2*
- Support for strong and timely climate action.
 - Acknowledgement of the strong link between acting on climate change and supporting community wellbeing and liveability.

Key themes of unsupportive feedback included the following:

- Climate change denialism.
- Lack of understanding about why councils are acting on climate change.
- Concerns that development is contributing to climate change and a lack of resilience, and that councils are not doing enough to change this.
- Concern about the impact of the plan on rates or cost of living.

Attachment 3 provides a detailed summary of the engagement outcomes.

Refer Attachment 3

Given the overall positive results from the consultation, the Resilient South Regional Climate Action Plan 2024-2029 is recommended for adoption.

If the ReCAP is adopted by all four partner Councils, a ReCAP Launch and Sector Agreement signing ceremony will be held at the Tiwu Kumangka Community Centre in Mitcham on 28 March 2024. It will be attended by the Minister for Climate, Environment and Water, and all four Mayors.

Budget

Most ReCAP actions can be delivered within existing council budgets. Some initiatives will require funding via external funding bids and/or by the partners through the standard budget processes.

Successful implementation of the ReCAP will require coordination via the Resilient South Regional Coordinator and a small operating budget. For the last three years, the Regional Coordinator role has been fully funded by Green Adelaide and it is likely that this will continue for 2024-25. From 2024-25, \$20,000 will be incorporated in the environment operating budget to support the implementation of the ReCAP.

Life Cycle Costs

Not applicable

Strategic Plan

Our Holdfast 2050+ - Become a carbon-neutral council by 2030

By working with our partner councils and the State Government, we learn and achieve more, including reducing our emissions, responding to the impacts of climate change and building community resilience at a regional scale.

Environment Strategy: Implement the Resilient South Local Action Plan

Council Policy

Not applicable

Statutory Provisions

Climate Change and Greenhouse Emissions Reduction Act 2007

Written By: Team Leader Environment and Coast

General Manager: Assets and Delivery, Ms P Jackson

Attachment 1

Resilient South Regional Climate Action Plan 2024-2029



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Acknowledgement of Country

Marni ngadlu tampinhi ngadlu Kurna yartangka inparrinhi.
(We acknowledge that we are on the land of the Kurna people.)

We acknowledge and pay respect to the Kurna Meyunna (Kurna people), who are the Traditional Custodians of the area this plan relates to. We acknowledge that Kurna Yerta (Kurna Country) stretches across the Adelaide plains, farther than the subject area of this plan. Kurna Meyunna have been present on, and cared for, this land for tens of thousands of years. We pay our respects to Kurna Elders, past, present and emerging, to their ancestors, and to their deep and enduring, spiritual connection to Country.

In the spirit of reconciliation, we also pay our respects to all Aboriginal and Torres Strait Islander peoples.



Kurna perspectives on climate change

Land and air, fire and water, sea, animals, plants and people are interconnected and interdependent. What happens to one, happens to all. When we see a tree or a kangaroo, we don't just see a tree or a kangaroo – we see kin, members of our family, and some of them also carry the spirits and stories of our ancestors. The land is who we are, and we are the land.

For thousands of years, Kurna Meyunna (Kurna people) nurtured, protected and cared for Kurna Yerta. As the Traditional Custodians of this Country, we have a responsibility to care for the spiritual and environmental wellbeing of our Country. Fire management and the seasonal growing and harvesting of plants and animals were undertaken using knowledge of how all elements of Country are interconnected. As a result, the people, animals, plants, soils, water and forests all flourished. European colonisation cleared and developed the land, which prevented us from managing Kurna Yerta as we had been doing and prevented us from undertaking most of our cultural practices. Since colonisation we have been dealing with the impacts these changes have had on generations of our people. There is no culture without Country.

Climate change will impact our land, water, sea, nature and people and the connections between them. Preparing for and reducing the impacts of climate change is everyone's responsibility, and we all have an obligation to act – Kurna, councils, community, schools and other businesses and organisations.

We want to share our knowledge. Through programs like Firesticks we can use traditional knowledge about cultural burning to show how fire management can have better outcomes for the environment.

Caring Together

We need culturally sensitive climate actions.

We need to make decisions that prepare our community and environment for a future with a more variable climate.

We need to take a very long-term view, well beyond our lifetimes.

We need to act now to transform our systems faster and we need to be brave to make decisions that might be difficult now but will benefit our children and grandchildren.

We need to reconnect people with Country, and to remember that people are part of nature too, which means acting with reciprocity. We must value the interconnectedness between our land, water, sea, nature and people and use these values to manage Kurna Yerta.

When we work together and walk together, learning from each other with respect and commitment, we can create a better future for all life and living beings.

Mayors' foreword

Our climate is changing. In the coming decades, the impacts of climate change will continue to increase the risks to our community, our economy and our environment. The impacts do not respect council boundaries and are impacting us all. We can curb these impacts by working together to rapidly reduce our greenhouse gas emissions and build resilience to the climate impacts we can't avoid.

The world has changed since we established Resilient South in 2011. We've witnessed the devastation caused by bushfires and droughts, and we've seen the toll it takes on our communities and environment. There is now a united global understanding of the need for urgent and decisive action at all levels. Now, our community needs to know what to do, when and how.

Each of our councils work on their own climate projects and programs, but there's a lot of work that we can do together. Our Regional Climate Action Plan is a comprehensive, evidence driven and community focused plan that embodies our joint aspirations for a healthy and flourishing southern Adelaide and provides a roadmap to our shared vision for our region's future. We know that through collaboration, we can achieve more greening, community energy projects, coastal adaptation, community resilience building, and emergency management—all of which contribute to a more resilient and connected region.

Our aim is not just to adapt to the challenges of a changing climate, but to thrive in the face of them. By working together, we can create a sustainable and prosperous south for generations to come.

We invite you to join us in this collaborative effort.



Amanda Wilson
Mayor Amanda Wilson
City of Holdfast Bay



Kris Hanna
Mayor Kris Hanna
City of Marion



Heather Holmes-Ross
Mayor Heather Holmes-Ross
City of Mitcham



Moira Were
Mayor Moira Were AM
City of Onkaparinga

Resilient South Regional Climate Action Plan snapshot

OUR VISION

Southern Adelaide is climate resilient, with healthy and diverse natural environments, low emissions and connected communities.

OUR PRIORITIES



Grow cooler, greener, biodiverse environments



Create climate resilient neighbourhoods



Transition towards a low carbon region



Reduce climate risk

WHAT WE WANT TO ACHIEVE

Enhance the quality and quantity of public and private green spaces in our region to improve liveability and reduce urban heat

Educate and empower our community to understand and respond to climate change

Embed best practise emissions reduction in council business

Reduce climate risks to councils

Become a water sensitive region



Promote climate resilient, low emissions development



Identify and foster new partnerships to empower broad-scale carbon reduction



Protect and regenerate terrestrial, aquatic and coastal ecosystems

Seek regional consistency in measurement, monitoring and reporting on green spaces and biodiversity

Promote sustainable local food production and enhance regional food security

Support our community to reduce their carbon emissions

Collaborate with regional partners to deliver integrated, forward-looking hazard management and enhance disaster resilience



About this plan

This is Resilient South's roadmap for the next five years.

Resilient South is a Regional Climate Partnership between the Cities of Holdfast Bay, Marion, Mitcham and Onkaparinga and the Government of South Australia.

Councils have an important role to play in helping our communities prepare for a changing climate. By understanding the climate risks that our communities, natural environments, built assets and local economies face, we can take action to enhance and improve resilience.

Since 2011, the Resilient South partners have been working together to improve the climate resilience of southern Adelaide. By working together, we share our knowledge and skills, pool our resources and improve the services we deliver to the community.

This has allowed us to achieve so much more than we could have alone, and our work has been widely recognised and awarded. We've made a big impact in the areas of urban greening and cooling, climate risk, resilient asset management, water sensitive urban design, climate education and engagement, energy efficiency, sustainable urban design, and adaptation planning.

This plan describes our next **priorities** – where we can maximise our impact by working together.

Each council will determine how they prioritise the implementation of the strategies and actions in this plan.



Our impact has been recognised

2014

Local Government Climate Adaptation Champion, National Climate Change Adaptation Research Facility

2015

Best Planning Ideas Award, Planning Institute of Australia

2018

Minister for Health and Wellbeing – Excellence in Public Health Award, Government of SA

2018

Resilient Australia Government Award, Government of SA, Australian Government, Australian Institute for Disaster Resilience






2019

LG Professionals Awards for Excellence: Environmental Leadership and Sustainability – Finalist

2021

Resilient Australia Awards Highly Commended - Government Category

Global moves

-  The Paris Agreement (2015) seeks to limit the increase in global average temperatures to well below 2°C above pre-industrial levels, and pursue efforts to limit the temperature increase to 1.5°C. 2023 is confirmed as the warmest calendar year on record, recording an average of 1.48°C higher than the Paris agreement benchmark.
-  The Intergovernmental Panel on Climate Change's (IPCC) 6th Assessment Report (2023) unequivocally concluded that humans have warmed the planet, driving more extreme weather.
-  The Australian Government has legislated its emissions reduction targets of 43% by 2030 and net zero by 2050 (Climate Change Act 2022), and has commenced a national climate risk assessment. The South Australian Government is seeking to do the same.
-  The Task Force on Climate-related Financial Disclosures (TCFD, 2017) has set off a step-change in climate risk governance, assessments and disclosures and the Taskforce on Nature-related Financial Disclosures is integrating nature into decision-making.
-  Climate emergencies have been declared in 2,335 jurisdictions in 40 countries including the State Government of South Australia, the Local Government Association of South Australia and 17 South Australian councils.

We have listened to our community

Our community is at the core of everything we do. As councils, we regularly engage with our community. Every time we do, we hear the need to prioritise and accelerate climate action.

To develop this plan, we spoke with our community to identify the specific climate actions people want to see in southern Adelaide.

As well as surveying the community, we interviewed small business owners, hosted a Regional Youth Climate Forum, and engaged with Kaurna stakeholders via Kaurna Yerta Aboriginal Corporation, Warpulai Kumangka, City of Holdfast Bay Kaurna Nation Group and City of Onkaparinga First Nations People Advisory Group. We engaged broadly with council staff and Council Members, and with potential delivery partners.

When we asked for feedback on this draft plan, we heard that nearly 70% of respondents supported what this plan is aiming to deliver.

Over 900 people provided input. Their priorities have directly influenced this plan.

784

Community members provided ideas and feedback

17

Council Members attended a planning workshop

69

Council staff attended project workshops

23

Small businesses shared their ideas

15

Young people attended a Youth Forum

Hear young people sharing their climate priorities in this short film. resilientsouth.com/recap



Top: Young people share their priorities at our Regional Youth Climate Forum
Bottom: Staff from the four partner councils share their ideas and knowledge

A snapshot of southern Adelaide

Southern Adelaide is already experiencing:



Warmer temperatures, and more frequent and intense heat waves



More days of extreme fire danger



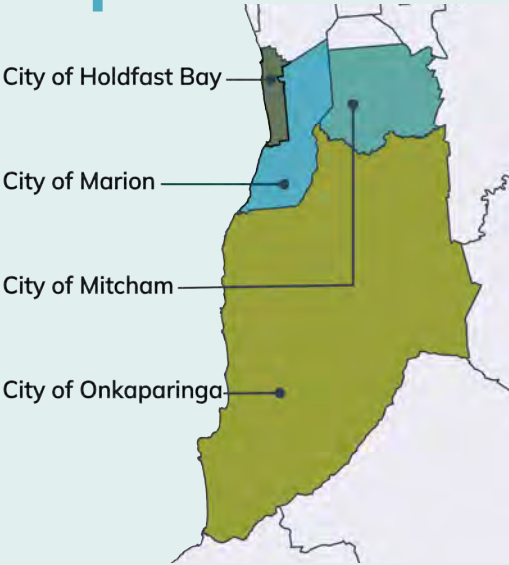
Increased rainfall intensity, but less rainfall overall



Sea level rise, more coastal erosion and more frequent and higher storm surges

These changes will continue to increase in the future and as the climate continues to change.

4 Councils



Population
375,085
(2021 Census)

21%
SA's population

Onkaparinga River
Belair National Park
Sturt River
Brown Hill Creek
Sandy beaches and rocky cliffs

28%
of metropolitan Adelaide's land area

Major Land Uses
Rural residential 23%
Horticulture/viticulture 19%
Residential 16%
Livestock 11%

92% of residents live in urban areas
8% of residents live in rural areas

Kaurna Meyunna Yerta
Traditional Lands of the Kaurna people



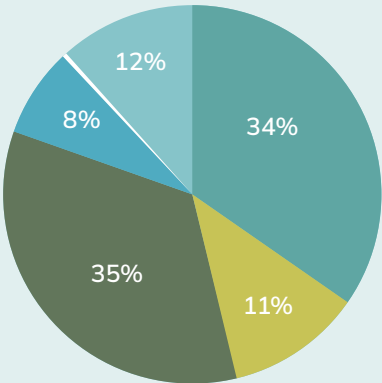
Key Infrastructure
Adelaide Desalination Plant
Happy Valley Reservoir
Westfield Marion
Moseley Square
North South transport corridor

\$16.08B
Gross Regional Product

10%
of South Australia's carbon emissions
(1,738,000 t CO₂e)

Resilient South Emissions Profile
snapshotclimate.com.au

- Agriculture >1%
- Industrial processes
- Electricity
- Gas
- Transport
- Waste





How we will deliver this plan

We will work together to achieve more

Resilient South is a collaboration between its partners and others.

Delivery will be led by partner councils. Some actions will involve all councils and some won't. For example, only coastal councils will work on coastal actions.

We will work together in different ways. We will jointly advocate for policy change, build capability, scope and deliver projects, seek funding, facilitate collaborations, and form strategic alliances.

We will seek opportunities to work with Kurna Meyunna and learn new ways to live sustainably on this land. We will nurture existing partnerships between our councils, communities, businesses and state government, and we will seek to develop new partnerships.

We will work on shared priorities with the other Regional Climate Partnerships, including Resilient East, Resilient Hills & Coasts and AdaptWest, as well as other government agencies and the Local Government Association of South Australia.

We will take the right action at the right time

To set us on the best possible path, we will continue to:

- › Listen to our community and to experts in our councils and beyond
- › Empower our community and businesses to improve their sustainability and adapt to unavoidable change
- › Use rigorous data to understand climate impacts and how to respond to them
- › Use social sciences, including theories of transition, to understand and manage change

Sometimes, unforeseen opportunities arise. We are committed to delivering this plan, and may also take on other opportunities that align with our principles.

We will co-invest and seek external funding

This plan will be delivered using a variety of funding sources, including joint investment from councils, and State and Federal Government grants.

Working together can deliver cost savings from only doing things once, and from sharing costs, resources and staff time across the four partner councils.

We will monitor and report on our progress and adapt as we go

An accompanying Monitoring and Evaluation Plan will support us to report our progress, continuously improve, and demonstrate our impact.

Our principles

The Resilient South partners follow these principles to deliver the best outcomes for our region.

- › Lead action and advocate for the region
- › Work together and leverage regional opportunities
- › Prioritise evidence-based decision-making
- › Seek external funding opportunities
- › Make transparent, informed and accountable decisions
- › Disclose our carbon emissions and climate risks
- › Demonstrate outcomes via rigorous measures, targets and reporting
- › Build capacity and share knowledge and resources
- › Maximise co-benefits
- › Reflect Kaurna cultural values
- › Involve young people in decision making
- › Promote nature-based solutions
- › Maximise equity

Our governance

Our partners have committed to ongoing collaborative climate action. Mayors of the partner councils and the Minister for Climate, Environment and Water have signed a Sector Agreement, under the *Climate Change and Greenhouse Emissions Reduction Act 2007*.

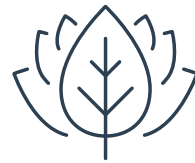
The Resilient South Management Committee guides and oversees Resilient South activities. Its roles and responsibilities are set out in a Terms of Reference. The Management Committee is supported by a Regional Coordinator, currently jointly funded by Green Adelaide and the partner councils.

What we will deliver

The following pages outline the actions Resilient South will take to help southern Adelaide be climate resilient, with healthy and diverse environments, low emissions and connected communities.



Grow cooler, greener, biodiverse environments



What will success look like?

- › More tree canopy cover to provide a range of environmental, social and economic benefits
- › Less hard surfaces to allow water to reach the soil
- › Smarter use of stormwater and other water sources
- › Increased abundance and distribution of native plants and animals
- › Environmental management activities are informed by the Kaurna Seasonal Calendar
- › Greater community support for greening and biodiversity projects

Why is this important?

We value our natural places and biodiversity for their contribution to our economy, wellbeing, amenity and sense of place, and their importance to Kaurna Meyunna.

When ecosystems are healthy, they buffer us from the impacts of climate change. Trees and green spaces reduce urban heat islands, wetlands regulate and clean stormwater for reuse, and vegetated sand dunes protect the coast from erosion and flooding. Healthy, biodiverse environments can better adapt to a changing climate. Vegetation absorbs and stores carbon, further reducing climate impacts.

Biodiversity loss is recognised by the United Nations and world's central banks as a major risk to businesses and financial capital. Global conservation organizations, institutes, and business and finance coalitions are seeking a target of nature positive by 2030, and to integrate nature into decision-making and disclosures, alongside climate change.



Who will we need to work with?

Potential partners to help grow cooler, greener, biodiverse environments include:

- | | |
|---|---|
| › Adelaide Coastal Councils Network | › Local Government Association of South Australia |
| › Climate Ready Coasts program (LGA) | › PlanSA |
| › Department for Environment and Water | › Residents and businesses |
| › Environmental and conservation non-government organisations | › SA Power Networks |
| › Firesticks Alliance | › SA Water |
| › Goyder Institute | › South Australian Coastal Councils Alliance |
| › Green Adelaide | › South Australian Coast Protection Board |
| › Hills and Fleurieu Landscape Board | › Stormwater Management Authority |
| › Kaurna Meyunna | › Water Sensitive SA |

What are our councils already doing?

Existing council projects that help grow cooler, greener, biodiverse environments include:

- › Coastal adaptation plans and programs
- › Greening, biodiversity and conservation programs
- › Water sensitive urban design programs and stormwater management
- › Community education programs.

Resilient South actions to grow cooler, greener, biodiverse environments

What we want to achieve	How we will work together
Enhance the quantity and quality of public and private green spaces in our region to improve liveability and reduce urban heat	Provide incentives to protect, regenerate and increase greening and biodiversity on private land.
	Build and share spatial knowledge and resources to support informed decision-making in relation to urban heat and greening.
	Advocate for improvements to legislation, policy and the Planning and Design Code that promote greening, biodiversity, provision of quality green spaces and protection of natural environments.
	Work with utilities and state agencies to improve streetscape design, planning and management to deliver positive greening and biodiversity outcomes.
	Promote climate resilient reserves and streetscapes that integrate biodiversity sensitive and water sensitive urban design, and cooling by design approaches, incorporating the latest industry standards and innovative techniques.
Become a water sensitive region	Participate in the Future Trees Project to understand the threats to our urban forest and how we can grow an urban forest that will flourish into the future.
	Work with Water Sensitive SA and other experts to improve integrated water cycle management including water sensitive urban design, flood management, water recycling, and watercourse rehabilitation.
	Support the integration of climate resilience in associated modelling and delivery of cross-council stormwater management plans.
	Advocate to the State Government for holistic catchment-scale planning that integrates water quality, hydrology, biodiversity and Kaurna natural and cultural values to deliver better outcomes for the marine environment.
Protect and regenerate terrestrial, aquatic and coastal ecosystems	Support households to become more water sensitive, including increasing indoor and outdoor water use efficiency.
	Improve regional biodiversity by surveying, collaborating with Kaurna, connecting and regenerating biodiversity corridors to facilitate the movement of species between councils, including the Sturt River and coastal zone.
	Advocate for stronger native vegetation protection and biodiversity laws, especially in urban areas.
	Integrate ecological conservation into effective bushfire hazard reduction activities, including the use of Aboriginal land management practices.
	Prepare a business case for engaging shared specialist staff to explore improved efficiency and consistency of regional biodiversity and urban forest management, including exploring external funding opportunities.
Seek regional consistency in measurement, monitoring and reporting on green spaces and biodiversity	Promote the use of nature-based solutions over engineered approaches where feasible.
	Investigate approaches to incorporate natural assets in council financial management systems and decision making.
	Progress the adoption of a standardised biodiversity monitoring protocol that links to state government and publicly accessible data portals.
	Progress the development of regionally consistent urban forest data standards to facilitate data sharing and reporting.



Top: Tree tags showing the environmental benefit of trees being used by the City of Mitcham
Bottom: Hart Road Wetlands at Aldinga

Create climate resilient neighbourhoods



What will success look like?

- › Communities understand the expected changes in our region, and what the region is doing to prepare and adapt
- › Residents understand the threats to their own properties
- › Communities are better prepared for emergencies, and less reliant on emergency services for response and recovery
- › Integrated hazard management is applied consistently across the region
- › All new buildings are low emissions and designed for the future climate

Why is this important?

Climate change is already affecting the health and wellbeing of our community. Our neighbourhoods and communities must adapt to reduce climate impacts into the future.

Individuals and businesses can adapt by:

- › building, retrofitting and running their homes and offices in a sustainable way
- › generating and storing renewable energy
- › using public, green and active transport
- › increasing permeable areas
- › using water efficiently
- › reducing waste
- › responding to climate risks
- › contributing to resilient food systems

We already work collaboratively to prepare for hazards, but there is more to do. People who live or work in hazard prone areas need more support to prepare for more frequent climate-related emergencies. Future development needs to be designed so our communities can thrive in the future climate, and located to avoid the most hazard prone areas.



The McLaren Vale Visitor Information Centre Green Hub



Who will we need to work with?

Potential partners to help create climate resilient neighbourhoods include:

- | | |
|---|---|
| › Australian Institute of Architects | › KESAB |
| › Australian Institute of Landscape Architects | › Local business networks |
| › Adelaide Sustainable Building Network | › Local Government Association of South Australia |
| › Business SA | › Master Builders Association |
| › Department for Environment and Water | › National Emergency Management Agency |
| › Department for Infrastructure and Transport | › Planning Institute of Australia (SA) |
| › Green Adelaide | › PlanSA |
| › Green Industries SA | › Renewal SA |
| › Hills and Fleurieu Landscape Board | › Residents and businesses |
| › Housing Industry Association | › SA Fire and Emergency Services Commission |
| › Housing providers | › South Australian Urban Food Network |
| › Infrastructure SA | › State Planning Commission |
| › Institute of Public Works Engineering Australasia | › Urban Design Institute of Australia |
| › Insurance Council of Australia | |

What are our councils already doing?

Existing council projects that help create climate resilient neighbourhoods include:

- › Community programs that build community resilience and disaster preparedness
- › Emergency management planning and projects
- › Advocating for more sustainable and climate resilient development outcomes.

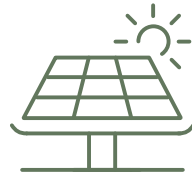
Resilient South actions to create climate resilient neighbourhoods

What we want to achieve	How we will work together
Educate and empower our community to understand and respond to climate change	Improve community understanding and preparedness for climate hazards by integrating climate change adaptation into community development and social programs.
	Share regionally consistent climate change information and climate hazard data to build community understanding.
	Support the Resilient South Environmental Educators Network to identify and deliver community education and engagement.
	Support schools to integrate climate change into classroom learning through participating in the Climate Ready Schools program.
Promote climate resilient, low emissions development	Support coordination of youth climate action initiatives across the region.
	Advocate for changes to State Planning policy including the Greater Adelaide Regional Plan, Planning and Design Code, and the National Construction Code, to promote higher performing low emissions, climate resilient, nature positive and community focused development.
	Educate council staff, developers, builders, contractors, housing providers and the community to encourage high performing climate resilient development that exceeds minimum standards, including promoting exemplar projects and approaches.
Promote sustainable local food production and enhance regional food security	Advocate for state and federal funding to retrofit existing homes and businesses to increase energy efficiency and resilience, and promote available opportunities to the community.
	Participate in the regional Food Systems Network to improve the resilience of our region's food systems.
	Promote resources to support the establishment and operation of community gardens and sustainable local food projects, particularly in urban areas.



Students learn about heat hazards in the Climate Ready Schools program

Transition towards a low carbon region



What will success look like?

- › Reduced council and community emissions
- › Sustainable resource use
- › Enhanced financial sustainability for community, businesses and government

Refer to snapshotclimate.com.au for information about the emissions profiles of each council.

Why is this important?

A low carbon region is one that is powered by energy sources that produce low levels of greenhouse gas emissions.

Cutting resource use can help reduce emissions. Promoting a circular economy keeps resources cycling to reduce waste and pollution. Councils, businesses and community all have a role to play in developing a regional circular economy.

Our four partner councils are already working individually to reduce their operational emissions from energy, transport and waste. There are opportunities for us to do more by working together, learning from each other, and displaying leadership.

Resilient South also has an important role to play in empowering and supporting our communities and businesses to reduce emissions.



Mitchell Park Sports and Community Centre was recently constructed using environmentally sustainable design principles including the use of passive heating and cooling, renewable energy and recycled water



Electric vehicle charging infrastructure at the McLaren Vale Visitor Centre

Who will we need to work with?

Potential partners to help transition towards a low carbon region include:

- | | |
|---|---|
| › Business SA | › Housing providers |
| › Department for Energy and Mining | › Local Government Association of South Australia |
| › Department for Environment and Water | › Other Regional Climate Partnerships |
| › Department for Infrastructure and Transport | › Residents and businesses |
| › Department of Climate Change, Energy, the Environment and Water (Australian Government) | › Southern Business Mentoring Program |
| › Department of the Premier and Cabinet | › Southern Region Waste Resource Authority |
| › Green Industries SA | › Tonsley Future Energy Consortium |

What are our councils already doing?

Existing council projects that help transition towards a low carbon region include:

- › Emission reduction plans
- › Fleet transition plans
- › Recycling and waste management services
- › Community engagement and support initiatives.

Resilient South actions to transition towards a low carbon region

What we want to achieve	How we will work together
Embed best practice emissions reduction in council business	Promote best practice approaches to designing, building and retrofitting low/zero emissions, climate resilient and nature positive built assets.
	Promote and share outcomes of new products, technologies and approaches to reducing council emissions.
	Investigate opportunities to achieve economies of scale and financial benefit through undertaking regional projects to reduce emissions and generate and store renewable energy.
	Prepare a business case for engaging shared specialist staff to improve the efficiency, performance and consistency of carbon accounting and emissions reduction, including exploring external funding opportunities.
Identify and foster new partnerships to empower broad-scale carbon reduction	Develop common procurement principles, practices, resources and training to support council staff and suppliers to decarbonise the supply chain and improve transparency of emissions reporting.
	Identify regional opportunities for councils to claim carbon credits locally to offset emissions that cannot be avoided.
Support our community to reduce their greenhouse gas emissions	Help businesses to lower their emissions and integrate climate risk planning through business sustainability mentoring.
	Promote uptake of household and community renewable energy generation and storage.
	Promote the transition to all-electric households.
	Identify opportunities for improved links between active transport routes, public transport and strategies/plans across the region.
	Explore opportunities to participate in and support circular economies.
	Continue to deliver linked community education programs to encourage reduced resource use and waste.
	Advocate to the State and Federal Government for improved recycling facilities, including for soft plastics and other products that are currently not able to be processed locally.



Reduce climate risk



What will success look like?

- › Improved outcomes in Climate Change Adaptation Governance Assessments
- › Improved external assessment of council preparedness
- › More resilient community assets
- › Enhanced financial sustainability

Why is this important?

Increasing physical risks to council assets, functions and services are likely to increase demand for services, and maintenance, repair and renewal costs. Councils also need to manage social, legal, financial and transition risks, to be well-equipped and prepared to support our local communities and economies through major disruption and shocks.

Reducing climate risk requires a whole-of-council approach, with climate change considerations embedded into all processes and accounted for in all decisions. All four Resilient South councils have had our climate change adaptation governance arrangements independently assessed, to understand our climate risk maturity and the opportunities to improve our policies and practice. Our councils are now implementing the recommendations from those assessments.



Who will we need to work with?

Key partners to help reduce climate risk include:

- › Adelaide Coastal Councils Network
- › Australian Red Cross
- › Climate Ready Coasts Program
- › Coast Protection Board
- › Country Fire Service (CFS)
- › Department for Environment and Water
- › Department for Infrastructure and Transport
- › Hills & Fleurieu Landscape Board
- › Infrastructure SA
- › Institute of Public Works Engineering Australasia
- › Insurance Council of Australia
- › LGA Asset Mutual Fund
- › Local Government Association Mutual Liability Scheme
- › Local Government Association of South Australia
- › PlanSA
- › SA Fire and Emergency Services Commission
- › South Australian Coastal Councils Alliance
- › State Emergency Service (SES)
- › Zone Emergency Management Committee

What are our councils already doing?

Existing council projects that help reduce climate risk include:

- › Emergency management
- › Community engagement and support initiatives
- › Coastal adaptation plan and implementation
- › Adopting recommendations of the Climate Risk Governance Assessments
- › Undertaking physical and transition climate risk assessments.

Resilient South actions to reduce climate risk

What we want to achieve	How we will work together
Reduce climate risks to councils	Support integration of climate risk management into council plans, projects, operations and services.
	Support assessment and disclosure of council exposure to climate-related physical, social, legal, financial and transitional risks.
	Embed climate risk considerations into infrastructure decision-making, via the Resilient Asset Management Project (RAMP).
	Develop and deliver training and resources to respond to climate risks across council functions, including Council Members, in partnership with the Local Government Association and other Regional Climate Partnerships.
Collaborate with regional partners to deliver integrated, forward-looking hazard management and enhance disaster resilience	Ensure climate risks are recognised consistently by councils and emergency services, and integrated into regional hazard management that aims to enhance disaster resilience, in partnership with the Zone Emergency Management Committee.
	Work towards mitigating the impacts of climate change in the coastal zone through participation in the Adelaide Coastal Councils Network, Climate Ready Coasts program and partnership with state agencies.
	Advocate for regionally consistent climate hazard mapping, and promote evidence-based decision-making in relation to hazard management.
	Support and promote community programs for household and community emergency planning.



Top: Monitoring urban heat
Bottom: Council staff undertake climate risk assessments

Glossary

Active transport	Active transport is any mode of travel that relies on human powered mobility, including walking, cycling scootering or skating.
Biodiversity	The diversity of living organisms in a particular location. The term is particularly used for species that are endemic ('native') to a location and have evolved over time to exist in that area as part of an ecosystem
Circular economy	<p>The Ellen McArthur Foundation describes a circular economy as:</p> <p>“Looking beyond the current take-make-waste extractive industrial model, a circular economy aims to redefine growth, focusing on positive society-wide benefits. It entails gradually decoupling economic activity from the consumption of finite resources and designing waste out of the system. Underpinned by a transition to renewable energy sources, the circular model builds economic, natural, and social capital.</p> <p>It is based on three principles:</p> <ul style="list-style-type: none">› design out waste and pollution;› keep products and materials in use (there is no waste – all materials are resources that can be re-used); and› regenerate natural systems." <p>www.ellenmacarthurfoundation.org/topics/circular-economy-introduction/overview</p>
Climate risks	<p>The Taskforce on Climate related Financial Disclosure defines two main kinds of risks:</p> <p>Physical risks are associated with the direct impacts from changes in the climate. Physical risks can be associated with changes in the long term climate relating to a warmer, drier climate or sea level rise, or extreme weather events, including heatwaves, droughts, heavy rainfall events, coastal storm surge or bushfires.</p> <p>Transition risks are associated with the social, economic and technological transformation to a low-carbon economy. This includes policy changes to limit greenhouse gas emissions, technology advancement, and shifts in market supply and demand, including increased demand for low-emissions technologies and products.</p> <p>Governments and other organisations may also face associated legal and reputational risks.</p> <p>Legal and liability risks can arise when a person or entity is exposed to litigation in relation to not acting sufficiently to reduce emissions or address climate related physical risks that cause damage to others. Reputational risks may arise where community expectations that governments will reduce greenhouse gas emissions and manage climate risk are not met.</p> <p>www.fsb-tcfd.org/</p>
Climate resilience	<p>The ability of a feature or system to prepare for, recover from and adapt to the impacts of climate change while retaining the same basic structure and ways of functioning.</p> <p>Climate resilience requires an integrated approach that considers climate risk reduction, emissions reduction and adaptation. It requires partners working together using their knowledge and experience.</p>
Climate change adaptation governance assessments	<p>Each of the Resilient South councils has undertaken a baseline climate change adaptation governance assessment that indicates the extent to which climate change risk and adaptation is considered in a local government's core governance documents including council plans and strategies such as strategic plans, long term financial plans, asset management plans, environment strategies and annual business plans.</p> <p>https://climateplanning.com.au/informedcity/</p>
Environmental Educators Network	The Educators Educators Network is made up of council staff delivering community outreach programs on the environment.
Food Systems Network	The Food Systems Network is a network of local and state government representatives and organisations that aim to build food system literacy and advocacy amongst decision makers, increase community capacity to advocate for food systems priorities and increase investment to embed food systems policy in government strategies.

Future Trees	<p>Future Trees is a Resilient South and University of Adelaide project focused on increasing urban tree diversity through data sharing, trialling new species and developing new cultivars resilient to more challenging climates.</p> <p>www.resilientsouth.com/futuretrees</p>
Nature-based solutions	<p>Nature-based solutions are actions to protect, sustainably manage, and restore natural and modified ecosystems that address societal challenges effectively and adaptively, simultaneously benefiting people and nature.</p> <p>www.iucn.org/our-work/nature-based-solutions</p>
Nature positive	<p>Nature positive refers to halting and reversing biodiversity loss, through measurable gains in the health, abundance, diversity and resilience of species, ecosystems and processes. The Nature Positive Initiative (NPI) represents conservation organizations, institutes, and business and finance coalitions coming together to drive alignment around use of the term 'nature positive' and support broader, longer-term efforts to deliver nature positive outcomes.</p> <p>www.naturepositive.org</p>
Resilient Asset Management Project (RAMP)	<p>The Resilient Asset Management Project is being undertaken by Resilient South councils to:</p> <ul style="list-style-type: none">› Recognise how asset management decisions can either build or decrease regional resilience› Quantify the magnitude of climate change risks to selected asset classes and the functions they provide› Identify risk mitigation options› Understand how to make our assets climate-ready <p>www.resilientsouth.com/ramp</p>
Regional Climate Partnerships	<p>The Regional Climate Partnerships, including Resilient South, are a network of regional, cross-sectoral groups delivering practical action aimed at strengthening the climate resilience of their communities, economies, and natural and built environments. Our neighbouring partnerships are: Adapt West, Resilient East and Resilient Hills and Coast.</p>
Urban greening	<p>Urban greening is the conservation, restoration or creation of green infrastructure, including trees and vegetation in and around urban areas that benefit people, nature and our economy, and the soils and water that support it.</p> <p>Urban greening types include:</p> <ul style="list-style-type: none">› Private greening – residential front and backyards, commercial car parks, market gardens, green roofs, urban renewal projects.› Streetscapes and transport corridors – street trees, green walls, verges, rain gardens, swales, and major road, rail and tram.› Green and blue corridors – coastlines, lakes, rivers, creeks, natural and managed wetlands.› Urban parks – local parks, playgrounds, sportsgrounds, community gardens, conservation areas and forests <p>www.greenadelaide.sa.gov.au/projects/adelaide-greening-strategy</p>
Water sensitive region	<p>A water sensitive region:</p> <ul style="list-style-type: none">› provides the water security essential for economic prosperity through efficient use of diverse available resources;› enhances and protects the health of waterways and wetlands, the river basins that surround them, and the coast and bays› mitigates flood risk and damage; and› creates public spaces that collect, clean, and recycle water <p>watersensitivecities.org.au/what-is-a-water-sensitive-city</p>
Water sensitive urban design	<p>Water sensitive urban design is an approach to the planning and design of urban environments focused on integrating the urban water cycle (including potable water, wastewater and stormwater) with the built and natural urban landscape.</p> <p>www.watersensitivesa.com/about-us/what-is-water-sensitive-urban-design/</p>

Attachment 2

Resilient South Regional Climate Action Plan 2024-2029 Monitoring and Evaluation Plan



Resilient South Monitoring and Evaluation Plan 2024-2029

18 January 2024

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URPS Ref	22ADL-0338

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V1	10/1/24	A. Pannell, E. Mansfield	A. Pannell	First draft provided to Resilient South Management Committee for review
V2	18/1/24	A. Pannell, E. Mansfield	Resilient South Management Committee	Updated from client feedback



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1. Introduction

This monitoring, evaluation and reporting framework for Resilient South will enable consistent and simple evaluation and reporting on progress toward regional climate action.

1.1 The Resilient South Regional Climate Action Plan

The Resilient South Regional Climate Action Plan (ReCAP) provides a roadmap for the next five years to guide the Resilient South partners' journey towards our vision:

Southern Adelaide is climate resilient, with healthy and diverse natural environments, low emissions and connected communities.

The ReCAP describes opportunities where we will work collectively to maximise benefits and help the southern region to reduce emissions and adapt to a changing climate. These opportunities are grouped into four key themes:

- Grow cooler, greener, biodiverse environments
- Create climate resilient neighbourhoods
- Transition towards a low carbon region
- Reduce climate risk.

1.2 Tracking our progress

This monitoring, evaluation and reporting framework helps us to track progress towards the actions outlined in the ReCAP.

In addition to the ReCAP actions, each of the four councils are committed to working in their council areas on their own climate projects and programs, for example tree planting and operational emissions reduction. Consistent monitoring and reporting between each of the councils will enable us to report collectively across the region.

1.3 Why is monitoring and evaluation important?

Monitoring and evaluation are essential parts of delivering any plan, project or program.

Undertaking monitoring and evaluation will help us to understand if our vision and objectives are being progressed, and assist in refining our actions and approaches to optimise outcomes. It also ensures accountability and provides information for us to share with our partners and stakeholders to demonstrate program value.

1.4 How does the monitoring and evaluation plan work?

This monitoring and evaluation framework is based upon a program logic approach. Program logic illustrates cause and effect relationships to provide understanding of how program resources are used to produce outputs and deliver outcomes in the short to long term. The model also



acknowledges the interaction of assumptions and external factors with outputs and outcomes. The elements of the program logic model shown in Figure 1 are defined below (adapted from Taylor-Powell, 2003¹):

Outputs: the direct actions the Resilient South councils take, for example the activities and events we run, the services we provide and the funds we spend. Output measures include both activities and associated participation.

Outcomes: the desired results of our direct actions on individuals, groups, communities, organisations and the environment in the short-medium and medium-long term. Outcomes in the medium-long term are influenced more by external factors (actions undertaken by others or changes in environmental, social or governance factors). For the ReCAP, the short-medium term outcomes align with the timeframe of the ReCAP's delivery.

Assumptions: the predictions that we must make regarding the actions, participants and the context of the program.

External Factors: the uncontrollable factors in the wider environment surrounding our programs that may interact with and influence outcomes.

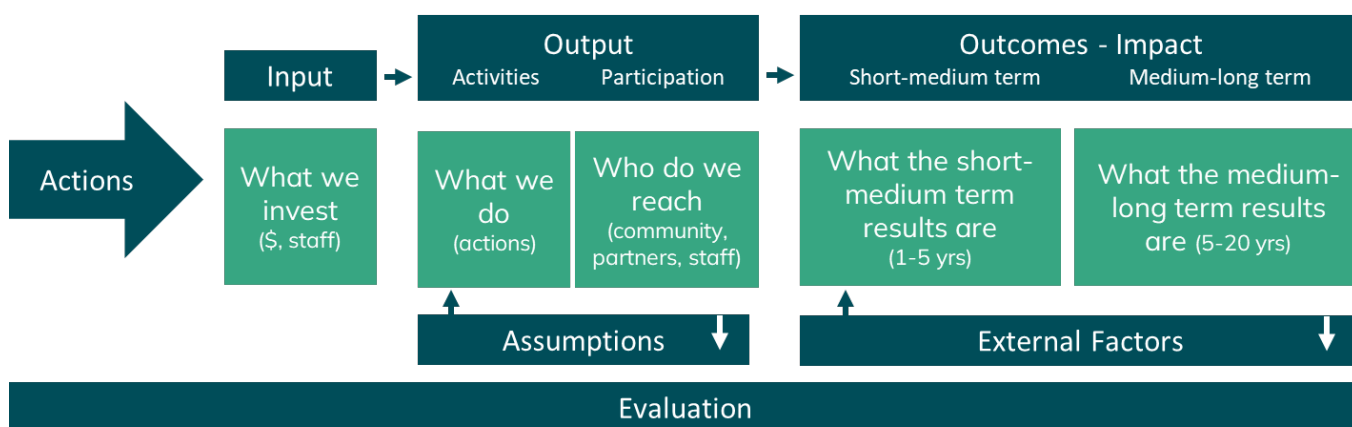


Figure 1 Program logic model

¹ Taylor-Powell, E. (2003) Logic models to enhance program performance, <https://images.creativetemplate.net/wp-content/uploads/2015/12/Logic-Model-Template-PDF.pdf>



An example of the outputs and outcomes that might be expected for one of the strategies of the ReCAP is show in Figure 2.

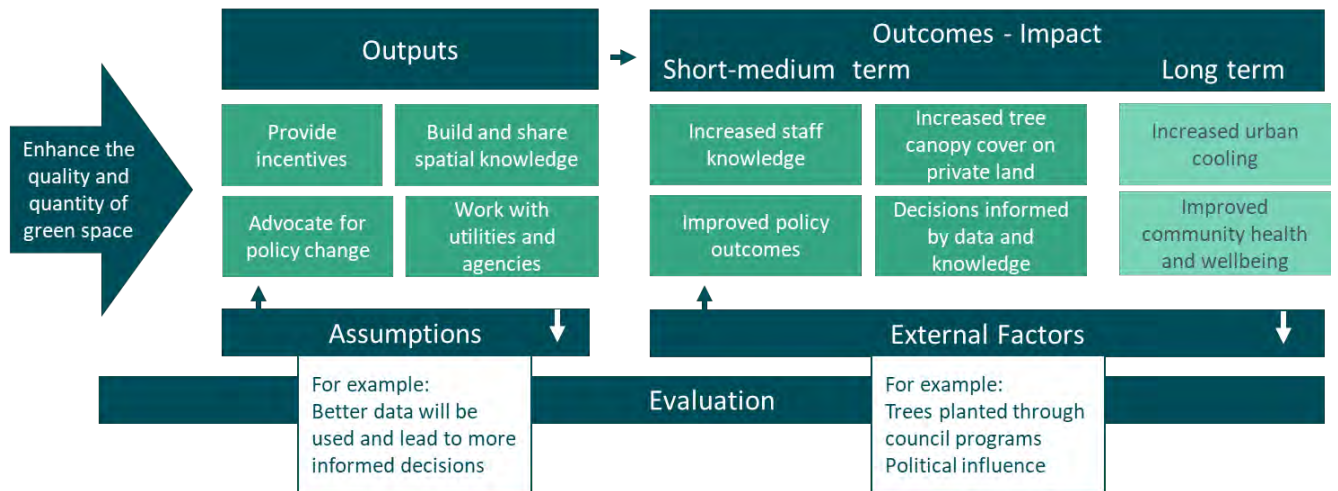


Figure 2 Example logic for theme 1 – grow cooler, greener, biodiverse environments

Establishing a program to monitor impact over the longer term is important to allow the assumptions to be tested. This monitoring and evaluation plan focuses on the short-medium term outcomes that are directly influenced by the ReCAP.

This monitoring and evaluation plan is intended to be read alongside the ReCAP. Please refer to the ReCAP for term definitions and more information about the plan and its goals and actions.



2. Delivering the ReCAP

The tables below describe how we will deliver the ReCAP with indicative timing and likely resource requirements.

2.1 Grow cooler, greener, biodiverse environments

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	Delivery will need:
Enhance the quantity and quality of public and private green spaces in our region to improve liveability and reduce urban heat	Provide incentives to protect, regenerate and increase greening and biodiversity on private land.						Coordination and information sharing.
	Build and share spatial knowledge and resources to support informed decision-making in relation to urban heat and greening.						Coordination and information sharing.
	Advocate for improvements to legislation, policy and the Planning and Design Code that promote greening, biodiversity, provision of quality green spaces and protection of natural environments.						<p>Submissions to major policy reviews by state and federal governments.</p> <p>Participation in the Local Government Association (LGA) planning improvements project.</p> <p>Participation in the LGA Resilient Housing Community of Practice.</p> <p>Participation in Green Adelaide Technical Advisory Groups.</p> <p>Changes to relevant policy and regulation.</p>

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	Delivery will need:
	Work with utilities and state agencies to improve streetscape design, planning and management to deliver positive greening and biodiversity outcomes.						Coordination and information sharing. Participation in the SA Power Networks Advisory Group.
	Promote climate-resilient reserves and streetscapes that integrate biodiversity sensitive and water sensitive urban design, and cooling by design approaches, incorporating the latest industry standards and innovative techniques.						Regional Coordinator to develop initiatives that support integration of water sensitive urban design and biodiversity sensitive urban design into council standard planning and design processes.
	Participate in the Future Trees Project to understand the threats to our urban forest and how we can grow an urban forest that will flourish into the future.						New tree taxa trialled in all four councils.
Become a water sensitive region	Work with Water Sensitive SA and other experts to improve integrated water cycle management including water sensitive urban design, flood management, water recycling, and watercourse rehabilitation.						Coordination and information sharing.
	Support the integration of climate resilience in the finalisation and delivery of cross-council stormwater management plans.						Field River and Sturt River Stormwater Management Plans.

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	Delivery will need:
	Advocate to the State Government for holistic catchment-scale planning that integrates water quality, hydrology, biodiversity and Kurna natural and cultural values to deliver better outcomes for the marine environment.						Coordination and shared advocacy. Engagement with Kurna people.
	Support households to become more water sensitive, including increasing indoor and outdoor water use efficiency.						Coordination and information sharing. Exploration of household subsidies and incentives.
Protect and regenerate terrestrial, aquatic and coastal ecosystems	Improve regional biodiversity by surveying, collaborating with Kurna, connecting and regenerating biodiversity corridors to facilitate the movement of species between councils, including the Sturt River and coastal zone.						Information sharing and consistency across existing council initiatives including: <ul style="list-style-type: none"> • City of Holdfast Bay baselining and biodiversity assessment projects including the Warriparrri Biodiversity Corridor project. • City of Onkaparinga Ecological Linkages Study and Urban Rivers Project. • City of Mitcham Pasadena biodiversity corridor extension. • City of Marion Sturt River Biodiversity Corridor Project and Biodiversity Plan 2024-2029.

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	Delivery will need:
	Advocate for stronger native vegetation protection and biodiversity laws, especially in urban areas.						<p>Participation in Green Adelaide Technical Working Groups.</p> <p>Participation in local government Biodiversity Officers' Network.</p> <p>Participation in state government development of a Biodiversity Act and review of other relevant legislation and policy.</p> <p>Investigation of local opportunities for protection of native vegetation on private land.</p>
	Integrate ecological conservation into effective bushfire hazard reduction activities, including the use of Aboriginal land management practices.						<p>Information sharing across existing council initiatives including:</p> <ul style="list-style-type: none"> • Council bushfire preparedness practice. • City of Onkaparinga Bushfire Preparedness Project. • Collaboration with Firesticks Alliance (e.g. Field River). • Collaboration with Resilient Hills and Coasts Bushfire and Biodiversity Project extension.

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	Delivery will need:
	Prepare a business case for engaging shared specialist staff to explore improve efficiency and consistency of regional biodiversity and urban forest management, including exploring external funding opportunities.						Prepared by Regional Coordinator with input from Management Committee.
	Promote the use of nature-based solutions over engineered approaches where feasible.						Information sharing and coordination across council initiatives, for example: <ul style="list-style-type: none"> • City of Onkaparinga Urban Rivers Project. • City of Holdfast Bay Gully Masterplans. • Coastal Adaptation Planning. • Collaboration with Water Sensitive SA (WSSA).

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	Delivery will need:
Seek regional consistency in measurement, monitoring and reporting on green spaces and biodiversity.	Investigate approaches to incorporate natural assets in council financial management systems and decision making.						Information sharing about council initiatives, for example: <ul style="list-style-type: none"> • City of Onkaparinga's Natural Asset Planner role. • City of Marion and Holdfast Bay's Tree Asset Management Plans. • City of Mitcham and Marion's water sensitive urban design approach. • Partnership with WSSA.
	Progress the adoption of a standardised biodiversity monitoring protocol that links to state government and publicly accessible data portals.						Regional Coordinator to prepare project scope and seek internal and external funding as required.
	Progress the development of regionally consistent urban forest data standards to facilitate data sharing and reporting.						Regional Coordinator to prepare project scope and seek internal and external funding as required.

2.2 Create climate resilient neighbourhoods

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	What delivery will need
Educate and empower our community to understand and respond to climate change	Improve community understanding and preparedness for climate hazards by integrating climate change adaptation into community development and social programs.						<p>Information and resource sharing across existing council/state initiatives, for example:</p> <ul style="list-style-type: none"> • City of Onkaparinga/SAFECON Community Led Emergency Resilience Project. • State code red/blue activation. • Resilient South Environmental Educators Network. • Participation in Zone Emergency Management Committee.
	Share regionally consistent climate change information and climate hazard data to build community understanding.						<p>Share local and state government climate hazard data on relevant websites.</p> <p>Ensure council data is fed into state hazard data portals.</p>
	Support the Resilient South Environmental Educators Network to identify and deliver community education and engagement.						Coordination and support for events and activities.
	Support schools to integrate climate change into classroom learning						Support for program, events and activities.

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	What delivery will need
	through participating in the Climate Ready Schools program.						
	Support coordination of youth climate action initiatives across the region.						Supporting role to Green Adelaide. Inclusion of climate change in Green Adelaide Education service agreement.
Promote climate-resilient, low emissions development	Advocate for changes to the Planning and Design Code, 30-year Plan for Greater Adelaide, and the National Construction Code, to promote higher performing low emissions, climate-resilient, nature positive and community-focused development.						Coordination and support.
	Educate council staff, developers, builders, contractors, housing providers and the community to encourage high performing climate-resilient development that exceeds minimum standards, including promoting exemplar projects and approaches.						Promotion of LGA information and training packages. Ask Southern Business Mentoring Program to focus on developers and builders. Participate in the House of Tomorrow Campaign. Prepare a prospectus for Southern Adelaide similar to the Aldinga prospectus. Involvement in LGA Resilient Housing Community of Practice.

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	What delivery will need
	Advocate for state and federal funding to retrofit existing homes and businesses to increase energy efficiency and resilience, and promote available opportunities to the community.						Coordination and support.
Promote sustainable local food production and enhance regional food security	Participate in the regional Food Systems Network to improve the resilience of our region's food systems.						Coordination and support.
	Promote resources to support the establishment and operation of community gardens and sustainable local food projects, particularly in urban areas.						Coordination and support.

2.3 Transition towards a low carbon region

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	What delivery will need
Embed best practice emissions reduction in council business	Promote best practice approaches to designing, building and retrofitting low/zero emissions, climate resilient and nature-positive built assets.						Support the development of a project in 2025/6.
	Promote and share outcomes of new technologies and approaches to reducing council emissions.						Information shared by Regional Coordinator. Uptake of new products, technologies and approaches. Develop and share case studies.
	Investigate opportunities to achieve economies of scale and financial benefit through undertaking regional projects to reduce emissions and generate and store renewable energy.						Scope and calculate benefits of regional projects. Information sharing and collaboration.
	Prepare a business case for engaging shared specialist staff to improve the efficiency, performance and consistency of carbon accounting and emissions reduction, including exploring external funding opportunities.						To be prepared by Regional Coordinator with input from Management Committee for funding in 2025/6.

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	What delivery will need
Identify and foster new partnerships to empower broad-scale carbon reduction	Develop common procurement principles, practices, resources and training to support council staff and suppliers to decarbonise the supply chain and improve transparency of emissions reporting.						Build on the LGA and state government procurement project. Delivery of the Southern Business Mentoring Program.
	Identify regional opportunities for councils to claim carbon credits locally to offset emissions that cannot be avoided.						Respond to the recommendations from the Carbon Offset Opportunities for SA Councils study.
Support our community to reduce their greenhouse gas emissions	Help businesses to lower their emissions and integrate climate risk planning through business sustainability mentoring.						Delivery of the Southern Business Mentoring Program regional business breakfast.
	Promote uptake of household and community renewable energy generation and storage.						Information sharing and promotion.
	Promote the transition to all-electric households.						Information sharing and promotion.
	Identify opportunities for improved links between active transport routes, public transport and strategies/plans across the region.						Investigate potential for cross-council planning with transport planners to identify opportunities, linkages and needs.

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	What delivery will need
	Explore opportunities to participate in and support circular economies.						<p>Trial ASPIRE platform and share learnings (Cities of Onkaparinga and Marion).</p> <p>Information shared by Regional Coordinator.</p>
	Continue to deliver linked community education programs to encourage reduced resource use and waste.						<p>Support for the Environmental Educators Network.</p> <p>Building on the Waste Educators Network.</p> <p>Collaborating with Green Industries SA and Southern Region Waste Resource Authority.</p>
	Advocate to the State and Federal Government for improved recycling facilities, including for soft plastics and other products that are currently not able to be processed locally.						Coordination.

2.4 Reduce climate risk

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	What delivery will need
Reduce climate risks to councils	Support integration of climate risk management into council plans, projects, operations and services.						Information shared by Regional Coordinator. Participation in LGA climate risk working group. Updating of council risk registers. Development and implementation of climate risk control plans. Supporting delivery of and participation in Climate Ready Coasts program.
	Support assessment and disclosure of council exposure to climate-related physical, social, legal, financial and transitional risks.						Councils supported to understand, assess and publicly disclose climate risks. Climate risk included in council risk registers.
	Embed climate risk considerations into infrastructure decision-making, via the Resilient Asset Management Program (RAMP).						Delivery of RAMP outcomes. Integration of RAMP into council asset management and long-term financial planning.
	Develop and deliver training and resources to respond to climate risks across council functions, including Elected Members, in partnership with the Local Government Association						Participation in LGA climate risk training working group. Promotion and implementation of LGA training.

What we want to achieve	How we will work together	2024/5	2025/6	2026/7	2027/8	2028/9	What delivery will need
	and other Regional Climate Partnerships.						Delivery of Resilient South training sessions.
Collaborate with regional partners to deliver integrated, forward-looking hazard management and enhance disaster resilience	Ensure climate risks are recognised consistently by councils and emergency services, and integrated into regional hazard management that aims to enhance disaster resilience, in partnership with the Zone Emergency Management Committee.						Consistent definitions of key climate risks across stakeholders. Advocacy for inclusion of climate risk in the Key Hazards and Risks Summary Emergency Management Plan.
	Work towards mitigating the impacts of climate change in the coastal zone through participation in the Adelaide Coastal Councils Network, Climate Ready Coasts program and partnership with state agencies.						Participation in Climate Ready Coasts. Participation in the Adelaide Coastal Councils Network. Delivery of the Coast Snap project. Implementation of coastal adaptation plans / actions.
	Advocate for regionally consistent climate hazard mapping, and promote evidence-based decision-making in relation to hazard management.						Work with State Government on the tree canopy and urban heat mapping project. Support efforts to develop resources that include centralised mapping of climate hazards in our region.
	Support and promote community programs for household and community emergency planning.						Coordination with emergency management agencies and promotion.

3. Monitoring the ReCAP

The table below describes the program logic for the ReCAP and identifies proposed monitoring indicators for outputs and outcomes.

3.1 Grow cooler, greener, biodiverse environments

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
Enhance the quantity and quality of public and private green spaces in our region to improve liveability and reduce urban heat	Provide incentives to protect, regenerate and increase greening and biodiversity on private land.	Number and value of incentives provided	Net gain of green cover and biodiversity on private land	Proportion of green cover on private land (target increase from baseline)	Area of urban heat ‘hotspots’ (target decrease from baseline)
	Build and share spatial knowledge and resources to support informed decision-making in relation to urban heat and greening.	Financial investment in knowledge and resources that are used to inform decision making	Urban greening is targeted where it is most needed (ie hotspots)	Area of tree planting or greening (target increase from year 1 to year 5)	Native vegetation cover (public and private land) (target increase from baseline)
	Advocate for improvements to legislation, policy and the Planning and Design Code that promote greening, biodiversity, provision of quality green spaces and protection of natural environments.	Number of advocacy submissions Participation in regional or state planning processes	Net increase in green space Net increase in native vegetation	Resulting desired changes in policy or legislation	Impervious area (public and private land) (target decrease from baseline)
	Work with utilities and state agencies to improve streetscape design, planning	Number of related engagements with utilities and agencies	No loss of canopy in public realm	Proportion of canopy cover in public realm (target increase)	

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
	and management to deliver positive greening and biodiversity outcomes.		(streetscapes and public open space)		
	Promote climate-resilient reserves and streetscapes that integrate biodiversity sensitive and water sensitive urban design, and cooling by design approaches, incorporating the latest industry standards and innovative techniques.	Number of council projects that have integrated biodiversity sensitive urban design and water sensitive urban design	Net gain of green cover and biodiversity on council land	Proportion of green cover in public realm (target increase)	
	Participate in the Future Trees Project* to understand the threats to our urban forest and how we can grow an urban forest that will flourish into the future.	Financial or FTE investment in Future Trees Number of new tree taxa trialled	Tree planting selection is informed by the best available information Increased planting survival rates	Street tree planting 1 year survival rates (target increase)	
Become a water sensitive region	Work with Water Sensitive SA and other experts to improve integrated water cycle management including water sensitive urban design, flood management, water recycling, and watercourse rehabilitation.	Amount of recycled water and stormwater captured for reuse Number of council staff participating in Water Sensitive SA events or other technical capacity building opportunities	Improved council staff capacity to integrate climate change considerations in water related projects	Council staff knowledge and capacity for integrated water management (target increase)	Community/ household behaviours relating to sustainable water management (target increase)

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
	Support the integration of climate resilience in the finalisation and delivery of cross-council stormwater management plans.	Number of approved stormwater management plans that have integrated climate resilience	All new stormwater management plans incorporate climate resilience	Proportion of stormwater management plans that incorporate climate resilience (target increase)	Catchment scale planning is holistic and supports protection of Kurna natural and cultural values Number of water sensitive urban design features installed in the region (target increase)
	Advocate to the State Government for holistic catchment-scale planning that integrates water quality, hydrology, biodiversity and Kurna natural and cultural values.	Number of submissions made to State Government	Consistent approach for holistic catchment-scale planning is mandated and supported by State Government	State government has engaged with councils to inform development of planning guidelines	
	Support households to become more water sensitive, including increasing indoor and outdoor water use efficiency.	Number of water-related community engagement and awareness raising events held or promoted Number of participants in events and activities	Household indoor and outdoor water use efficiency is increased	Community awareness about sustainable household water management (target increase)	
Protect and regenerate terrestrial, aquatic and	Improve regional biodiversity by surveying, collaborating with Kurna, connecting and regenerating biodiversity corridors to facilitate the movement of species between	Number of plants planted Number of different species planted Number of partnerships established with Kurna	Increased diversity of flora and fauna Better connections for species movement	Species diversity of revegetation projects (target increase)	Biodiversity in identified corridors (target increase species)

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
coastal ecosystems	councils, including the Sturt River and coastal zone.	and other groups to manage or monitor biodiversity			diversity and abundance)
	Advocate for stronger native vegetation protection and biodiversity laws, especially in urban areas.	Number of submissions made	Native vegetation and biodiversity are better protected across the region	Damage or clearance of native vegetation (target decrease)	Regional biodiversity (target net gain in distribution and abundance of species and ecosystems)
	Integrate ecological conservation into effective bushfire hazard reduction activities, including the use of Aboriginal land management practices.	Number of cultural fire projects commenced Number of council bushfire hazard management actions that integrate ecological conservation	Bushfire hazard management does not have adverse impacts on regional ecology	Council bushfire management plans include consideration of ecological conservation	
	Prepare a business case for engaging shared specialist staff to explore improve efficiency and consistency of regional biodiversity and urban forest management, including exploring external funding opportunities.	Completed business case	Costs and benefits of additional specialist staff are agreed enabling decision to be made	Shared biodiversity/urban forest staff has been engaged	Application of nature-based solutions (target increase)

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
	Promote the use of nature-based solutions over engineered approaches where feasible.	Number of events/ trainings provided to staff and community on nature-based solutions Number of participants in community and staff training events	Council staff promote nature-based solutions, particularly in coastal and watercourse environments	Number of council projects incorporating nature-based solutions (target increase)	
Seek regional consistency in measurement, monitoring and reporting on green spaces and biodiversity.	Investigate approaches to incorporate natural assets in council financial management systems and decision making.	Investigations undertaken	Regionally consistent approach to incorporate natural assets in council systems is agreed	Opportunities identified and preferred approach presented for agreement	Natural assets are consistently incorporated in council financial systems to inform decision making Regionally consistent biodiversity and urban forest monitoring is undertaken and accessible to all
	Progress the adoption of a standardised biodiversity monitoring protocol that links to state government and publicly accessible data portals.	Actions to progress standard monitoring	Regional biodiversity monitoring protocol is agreed and applied	Monitoring approach is identified and preferred approach presented for agreement	
	Progress the development of regionally consistent urban forest data standards to facilitate data sharing and reporting.	Actions to progress standard approach	Regional urban forest data standards are developed and applied	Data management approach is identified and preferred approach presented for agreement	

3.2 Create climate resilient neighbourhoods

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
Educate and empower our community to understand and respond to climate change	Improve community understanding and preparedness for climate hazards by integrating climate change adaptation into community development and social programs.	Number of events and activities about climate hazards and adaptation Number of participants in events and activities	A more aware and engaged community that is better prepared for the impacts of climate change	Community awareness and knowledge of climate hazards (target increase)	Health impacts of heatwaves, bushfire and flooding (target reduction)
	Share regionally consistent climate change information and climate hazard data to build community understanding.	Action to share information and data			Community emergency preparedness (target increase)
	Support the Resilient South Environmental Educators Network to identify and deliver community education and engagement.	Number of events and activities delivered through the Environmental Educators Network Number of participants in events and activities			Diversity of community participating in climate action (target increase)
	Support schools to integrate climate change into classroom learning through participating in the Climate Ready Schools program.	Number of Climate Ready schools supported Number of teachers trained		Student awareness and knowledge about climate change (target increase)	

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
		Number of participants in events and activities			
	Support coordination of youth climate action initiatives across the region.	Number of climate action initiatives supported Number of young people involved in regional climate action initiatives	Young people participate in planning for and delivering regional climate action	Youth voice included in climate action related decision making	
Promote climate-resilient, low emissions development	Advocate for changes to the Planning and Design Code, 30-year Plan for Greater Adelaide, and the National Construction Code, to promote higher performing low emissions, climate-resilient, nature positive and community-focused development.	Number of submissions made	Building codes and the planning system promote low emissions development that is resilient to the future climate	Desired changes to the planning system and building code are introduced	Low emissions, climate resilient development (target 100% of development) Number of homes and businesses retrofitted to be more energy efficient and resilient (target increase)
	Educate council staff, developers, builders, contractors, housing providers and the community to encourage high performing climate-resilient development that exceeds minimum standards, including promoting exemplar projects and approaches.	Number of education and awareness events and activities held Number of participants in events and activities	All development stakeholders understand and promote the benefits of climate resilient development Consumers demand high performing climate-resilient development	Increase in the number of houses built that exceed minimum home energy standards (i.e. above 7 star)	Household energy use and

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
	Advocate for state and federal funding to retrofit existing homes and businesses to increase energy efficiency and resilience, and promote available opportunities to the community.	Number of submissions made	Funding for home and business retrofits is available	Some of the desired changes have been made, or are in discussion for change	efficiency (target increase)
Promote sustainable local food production and enhance regional food security	Participate in the regional Food Systems Network to improve the resilience of our region's food systems.	Number of Food Systems Network events and activities supported Number of participants in events and activities	Increased regional food production Reduced food wastage Increased community knowledge and awareness	Number of people taking action at home to reduce food waste (target increase)	Local food production (diversity and volume) (target increase) Food waste generation (target decrease)
	Promote resources to support the establishment and operation of community gardens and sustainable local food projects, particularly in urban areas.	Number of projects supported in urban areas Number of participants in events and activities	The community is better connected to the source of their food	Community understanding of food systems is increased (as indicated from a community survey)	

3.3 Transition towards a low carbon region

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
Embed best practice emissions reduction in council business	Promote best practice approaches to designing, building and retrofitting low/zero emissions, climate resilient and nature-positive built assets.	Examples of approaches applied by councils	Reduced emissions associated with council asset construction, operation and decommission	Building assets' operating emissions (target decrease)	Council operating emissions (target decrease)
	Promote and share outcomes of new technologies and approaches to reducing council emissions.	Examples of low emissions technologies and approaches investigated and learnings shared	Councils learn from each other in the application of new technologies and approaches to reduce emissions	Examples of application of new technologies to reduce council emissions	Asset repair and maintenance costs (as proportion of asset value) (target decrease)
	Investigate opportunities to achieve economies of scale and financial benefit through undertaking regional projects to reduce emissions and generate and store renewable energy.	Examples of opportunities investigated	Regional emissions reduction and renewable energy generation and storage projects deliver financial benefits to the region	Regional projects initiated	Asset condition scores (target maintain or increase)
	Prepare a business case for engaging shared specialist staff to improve the efficiency, performance and consistency of carbon accounting and	Completed business case	Costs and benefits of additional specialist staff are agreed enabling decision to be made	Shared carbon accounting staff has been engaged	

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
	emissions reduction, including exploring external funding opportunities.				
Identify and foster new partnerships to empower broad-scale carbon reduction	Develop common procurement principles, practices, resources and training to support council staff and suppliers to decarbonise the supply chain and improve transparency of emissions reporting.	Examples of resources developed and implemented	Council systems and processes maximise their contribution to operational emissions reduction	Scope 3 emissions reduced from baseline	Council operating emissions (target decrease)
	Identify regional opportunities for councils to claim carbon credits locally to offset emissions that cannot be avoided.	Number of opportunities identified Number of opportunities implemented	Local carbon credit opportunities are acquired to offset unavoidable emissions	Regional opportunities for councils to claim carbon credits locally have been implemented	Tonnes of local carbon credits acquired
Support our community to reduce their greenhouse gas emissions	Help businesses to lower their emissions and integrate climate risk planning through business sustainability mentoring.	Investment in sustainability mentoring Number of businesses engaged	Local businesses reduce emissions and increase climate resilience through sustainability planning	Business owners' awareness and knowledge (target increase)	Community emissions (target decrease)
	Promote uptake of household and community renewable energy generation and storage.	Number of events and activities supported Number of participants in events and activities	Reduced community emissions	Proportion of households with renewable generation and/or	Capacity of household and community energy generation and

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
		Number/proportion of renewable energy systems in the region		storage (target increase)	storage (target increase)
	Promote the transition to all-electric households.	Number of events and activities supported Number of participants in events and activities	Reduced community emissions	Community emissions (target decrease)	Proportion of households that disconnect from gas supplies
	Identify opportunities for improved links between active transport routes, public transport and strategies/plans across the region.	Number of opportunities identified Number of connections and links implemented	Active and low emissions transport provide an increased proportion of all trips	Number of improved connections and links created (target increase)	Number of public transport trips in region (target increase) Proportion of residents using active transport or public transport to work (target increase)
	Explore opportunities to participate in and support circular economies.	Examples of opportunities identified and progressed	Reduced waste generation and more efficient resource use		Regional waste to landfill (target decrease)
	Continue to deliver linked community education programs to encourage reduced resource use and waste.	Number of events and activities supported	Reduced community waste to landfill	Community participation in recycling and organic	Volume of kerbside recycling and green waste

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
		Number of participants in events and activities		waste (target increase)	collection (target increase as proportion of total waste collected)
	Advocate to the State and Federal Government for improved recycling facilities, including for soft plastics and other products that are currently not able to be processed locally.	Number of submissions made	Increase in recycling facilities for the south Adelaide region		Volume of waste to landfill (target decrease)

3.4 Reduce climate risk

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
Reduce climate risks to councils	Support integration of climate risk management into council plans, projects, operations and services.	Number of plans updated to incorporate climate change considerations	All council decisions consider climate risk and identify required risk mitigation and adaptation	Routine inclusion of climate risk analysis in council documents, papers and discussions	Climate risks as indicated through governance risk assessment (target decrease)
	Support assessment and disclosure of council exposure to climate-related physical, social, legal, financial and transitional risks.	Number of Climate Risk Governance Assessment recommendations implemented	Climate risks to councils are assessed and disclosed	Climate risks within each council are readily accessible to the public	Asset management (climate resilience) maturity (target increase)
	Embed climate risk considerations into infrastructure decision-making, via the Resilient Asset Management Program (RAMP).	Number of council staff participating in the RAMP	Council deliver and manage climate-ready council assets and services	Number of asset management policies and plans that identify and manage climate risks (target increase)	
	Develop and deliver training and resources to respond to climate risks across council functions, including Elected Members, in partnership with the Local Government	Number of resources prepared Number of training events held Number of Elected Members participating in events and activities	Managing climate risks is supported and appropriately resourced by councils	Staff, Elected Member and Executive awareness and knowledge (target increase)	

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
	Association and other Regional Climate Partnerships.				
Collaborate with regional partners to deliver integrated, forward-looking hazard management and enhance disaster resilience	Ensure climate risks are recognised consistently by councils and emergency services, and integrated into regional hazard management that aims to enhance disaster resilience, in partnership with the Zone Emergency Management Committee.	Actions to integrate climate risk in council and regional hazard management	Emergency and hazard management plans identify and manage the impact of climate change on risks to people and property now and into the future	Long-term climate risk is routinely included in council documents, papers and discussion Shared understanding and terminology used by councils and emergency services	Community emergency preparedness (target increase) Hazard management plans have been prepared considering modelling that incorporates climate impacts
	Work towards mitigating the impacts of climate change in the coastal zone through participation in the Adelaide Coastal Councils Network, Climate Ready Coasts program and partnership with state agencies.	Regular attendance at Adelaide Coastal Councils Network meetings and discussion with state agencies	Ongoing participation in the Adelaide Coastal Councils Network and relationship with relevant agencies	Ongoing participation in the Adelaide Coastal Councils Network and relationship with relevant agencies	
	Advocate for regionally consistent climate hazard mapping, and promote evidence-based decision-	Number of advocacy submissions made	Decisions are informed by consistent hazard modelling that	Shared understanding and terminology used by councils and state	

What we want to achieve	How we will work together	Outputs – activities and participation (annual data collection)	Desired outcomes	Outcome indicators (1-5 years)	Outcome indicators (5-15 years)
	making in relation to hazard management.		includes consideration of future hazard	government across region	
	Support and promote community programs for household and community emergency planning.	Number of community programs delivered	Improved understanding of climate hazards and preparedness amongst households.	Level of community support for climate hazard work and household preparedness (measured by community survey) (target increase)	

4. Evaluating the ReCAP

Evaluation is the periodic assessment of a program to determine its impact and effectiveness in achieving progress toward program goals.

For the ReCAP, evaluation requires assessment of how the actions and strategies undertaken contribute to our vision. Through the program logic, a number of desired outcomes have been identified and these will guide evaluation.

We proposed to undertake evaluation annually, with a major review undertaken at the end of the ReCAP (2029, timed with the review of the Resilient South Sector Agreement).

The evaluation questions identified in this section have been adapted from the Monitoring, Evaluation, Reporting & Improvement Framework for Climate Change Adaptation in Victoria (DELP, 2018).

An evaluation of the ReCAP will also be required. We propose that this will commence as part of the mid-plan evaluation at which point details on the process for this evaluation will be developed.

4.1 Annual monitoring and reporting

The purpose of annual monitoring is to determine if the ReCAP is being implemented as planned, if outputs have been delivered and to provide information to support reporting and communication with stakeholders including the community, project partners and other stakeholders.

The following questions should be included in annual monitoring:

- Have actions been implemented as planned? If so, which ones?
- Are there any other actions that have been implemented?
- What lessons have been learned?
- Have any other (non-expected) beneficial outcomes occurred?

4.2 End of ReCAP evaluation (Year 5)

The purpose of evaluation at the end of the ReCAP is to assess the success of the plan in progressing our regional objectives. By this point, monitoring of a number of short-term outcomes should be complete and available to inform the evaluation. The evaluation will provide information to support reporting and communication with stakeholders including the community, project partners and other stakeholders.

The following questions should be included in the end of plan evaluation:

- How effectively has the ReCAP been implemented?
- How have the actions been progressed?
- Have any other climate change adaptation or mitigation actions been implemented?



- Are there any emerging issues that are not addressed?
- Who would be involved in the evaluation?
- Is there any evidence of progress toward desired outcomes?
- Have there been any adverse or unintended outcomes?
- Has there been an increase in the amount of funding for implementation? (consider both council and external funding sources)
- Have new climate projections or hazard mapping been released and would these influence the priorities identified in 2024?
- Have circumstances changed, or new opportunities arisen, that would change the priorities identified in 2024?
- What are the implications for the next five-year Action Plan?



Attachment 3

Resilient South Regional Climate Action Plan Engagement Summary



Government of
South Australia



1. Engagement to inform the development of the ReCAP

The Regional Climate Action Plan (ReCAP) will be a plan for the councils to implement, but progressing regional outcomes will be enhanced and accelerated through partnerships between the councils, their communities, state government agencies and other regional climate partnerships. To explore opportunities to work together and the benefits that this can bring, the following engagement activities were undertaken:

- **Regional staff forum** - to identify how council staff currently contribute to climate action, what more they could do and how they can be supported to deliver these actions. Attended by 65 staff from all four Resilient South councils across all council functional areas.
- **Online survey of businesses** - to raise awareness of climate change in the business sector and understand how businesses could be better supported to reduce emissions and adapt to climate change. The survey was followed by interviews with selected survey respondents to further investigate the support businesses need to respond effectively to climate change. 23 businesses participated in the survey and 8 businesses were interviewed.
- **External government agency and partner forum** – to identify opportunities for partnership or support between Resilient South and other groups and agencies and explore what mechanisms are needed to support these opportunities. 14 stakeholders represented 9 partner or agency groups at the forum.
- **Regional youth climate forum** – to identify young people’s priorities for regional climate action and understand how Resilient South can engage with and support young people on climate change. 15 young people attended the forum.
- **Community survey** – to understand how the community would like Resilient South to help them reduce emissions, prepare for or respond to climate change. 615 community members contributed to the community engagement.
- **Regional staff workshops** - to use staff knowledge and expertise to further explore and identify opportunities for regional climate action. Attended by 69 staff from all four Resilient South councils across four themed workshops.
- **Council Member forum** – to present the achievements and plans of the Resilient South partnership to Council Members, share the findings of stakeholder engagement to date, and understand Council Members’ passions and priorities for regional climate action. 17 Council Members from all four councils attended the forum.
- **Blackwood Uniting Church Climate Change Expo** – engagement undertaken with the community at the Blackwood Uniting Church Climate Change Expo to identify community priorities for regional climate action.

Engagement with Kaurua representatives has been postponed while administrative arrangements are finalised. Outcomes of this engagement will be incorporated in the draft ReCAP.

What we heard

Through the range of engagement activities, a number of key themes and opportunities for action were consistently identified in high numbers, and described in the table below.

Although a small number of community members identified coastal adaptation actions through the engagement activities, it was not raised to same extent as the other themes described below. This does not mean it will be excluded from the ReCAP, however suggests that it is not currently top of mind when the community thinks about climate change adaptation and emissions reduction.

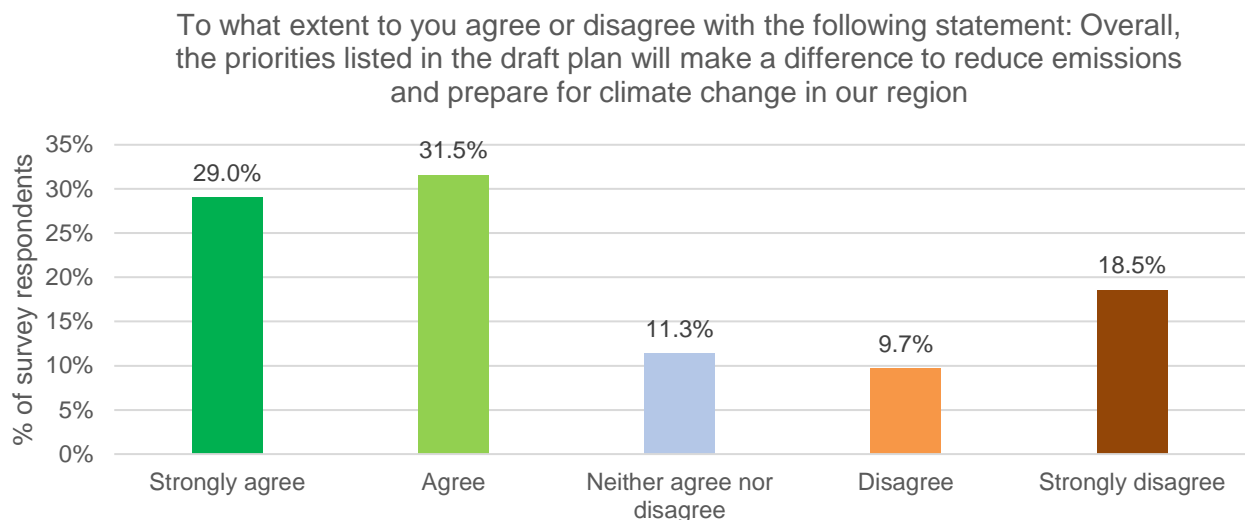
Theme and opportunities for action	Council staff	Community	Businesses	Young people	Council Members
Greening including planting more trees and plants on public and private land; protecting existing trees; valuing natural assets; protecting and enhancing our natural places and their biodiversity	🍃	🍃	🍃	🍃	🍃
Engaging, educating, connecting and building the capacity of staff, the community and businesses	🍃	🍃	🍃	🍃	🍃
Green transport including supporting walkable and rideable suburbs, electric vehicles and charging stations; advocacy for improved public transport	🍃	🍃	🍃	🍃	🍃
Waste management including greater support for recycling and green waste; reduction in use of single use products; promoting a circular economy	🍃	🍃	🍃	🍃	🍃
Energy generation, storage and use including supporting renewable energy production and storage; electrification; improved energy efficiency	🍃	🍃	🍃	🍃	🍃
Land use planning including managing urban infill; building and retrofitting low emission and resilient buildings; addressing climate risks to assets	🍃	🍃	🍃	🍃	🍃
Integrated water management to improve water quality, water security and mitigate flood risks	🍃	🍃	🍃	🍃	🍃
Sustainable food systems including reducing food waste; growing food locally; supporting edible community gardens; addressing food security	🍃	🍃	🍃	🍃	🍃
Hazard management including mapping hazard prone areas; helping communities prepare for sea level rise, storms, drought, bushfire and extreme heat; understanding and mitigating hazard risks	🍃	🍃		🍃	🍃
Engaging with the Kaurua community and integrating their knowledge into our climate response	🍃	🍃		🍃	🍃
Demonstrating leadership and best practise and advocating for change at a state and federal level	🍃	🍃		🍃	🍃
Working together to achieve more, including sharing resources, knowledge and projects between councils, their partners and the community; embedding climate action across all council functions; seeking shared funding	🍃	🍃	🍃	🍃	🍃

2. Engagement on the draft ReCAP

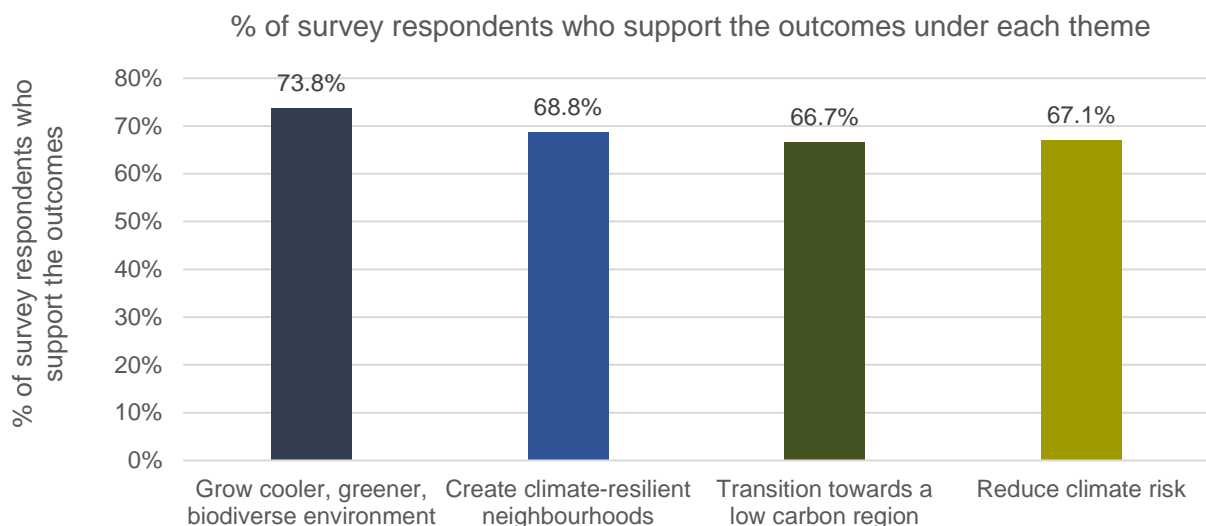
The draft Resilient South Regional Climate Action Plan (ReCAP) was released for public consultation from Friday November 3 to Friday 1 December. Through their relevant engagement platforms, each of the four Resilient South councils invited interested members of the community to participate in a survey seeking their feedback on the draft plan. 240 people responded to the survey that was hosted on Survey Monkey.

34% of survey respondents were from the City of Mitcham, 33% were from the City of Onkaparinga, 22% were from the City of Marion and 11% were from the City of Holdfast Bay. One person was from a different council.

Overall, 61% of survey respondents agreed or strongly agreed that the priorities in the draft ReCAP will make a difference to reduce emissions and prepare for climate change in our region. 11% neither agreed or disagreed, and 28% disagreed or strongly disagreed that the draft plan will make a difference.



The majority of survey respondents were supportive or strongly supportive of the draft outcomes under each of the four themes of action for the ReCAP.



Survey respondents were invited to comment on their level of support or otherwise for the outcomes and the actions in the draft ReCAP.

Several key themes of feedback emerged through the analysis.

Key themes of **supportive** feedback included the following:

- Significant support for climate actions including:
 - Protecting and enhancing green space, native vegetation and biodiversity
 - Promoting climate resilient and low emission development
 - Reducing council and community emissions
 - Educating, engaging and supporting the community
 - Responding to climate risk to protect the community and save on long-term costs
 - Improving sustainability of transport systems.
- Concern that actions are not specific, measurable or time bound.
- Support for strong and timely climate action.
- Acknowledgement of the strong link between acting on climate change and supporting community wellbeing and liveability

Key themes of **unsupportive** feedback included the following:

- Climate denialism.
- Lack of understanding about why councils are acting on climate change.
- Concerns that development is contributing to climate change and a lack of resilience, and that Councils are not doing enough to change this.
- Concern about the impact of the plan on rates or cost of living.

Item No: 15.7

Subject: INTERNATIONAL WOMEN'S DAY BREAKFAST

Summary

Council resolved at its meeting on 28 March 2023 that Administration purchase 10 tickets to the Adelaide International Women's Breakfast annually. In 2024, the event is to be held Friday 8 March 2024.

It was resolved that the tickets purchased provide an opportunity for high school students from two local High Schools (Brighton Secondary and Sacred Heart College) to attend the event, in addition with the Youth Coordinator and a nominated Elected Member.

Recommendation

That Council:

1. **notes the report; and**
 2. **nominates Councillor _____ to attend the event on Friday 8 March 2024, in addition with the Youth Coordinator and eight local young people as nominated by their school.**
-

Background

International Women's Day is a global day celebrating the social, economic, cultural and political achievements of women. It is a significant day that marks a call to action to platform and accelerate issues relating to gender parity and create positive change for women and girls.

The Adelaide International Women's Day (IWD) breakfast is the largest event celebrating IWD in Australia, establishing in 1993. Senator the Hon. Penny Wong is the host of the event and funds raised are donated toward [UN Women Australia](#). The theme for the 2024 event is *Count her in: Invest in Women, Accelerate Progress*.

Council resolved at its meeting on 28 March 2023:

Motion

C280323/7391

That Council:

1. *Purchases a table of 10 seats annually to the International Women's Day Breakfast (approx. \$600).*
2. *Invites the two high schools in the City of Holdfast Bay to select four students to attend the International Women's Day breakfast with the Youth Coordinator and an Elected Member.*

Report

In support of Council's commitment to fostering and promoting youth engagement, the International Women's Day breakfast presents a prime opportunity to empower young people and provides a platform for meaningful youth development. Key to the guiding principles of youth engagement is the provision of opportunities for young people that include experiential learning promoting optimal growth and development.

Engagement method

Brighton Secondary College and Sacred Heart College will be provided with the opportunity of four tickets each. This opportunity will be encouraged as a leadership opportunity for identified students within the school who either show a particular passion in this field or who could potentially benefit from being absorbed within a hopeful, strong and positively influential community. Schools will determine individual nominations of attendees.

An initial invitation has been sent to the Senior Leader, Brighton Secondary School and Senior Campus Counsellor, Sacred Heart College with the Youth Coordinator to follow up and finalise logistics once school has returned.

Community transport arrangements will be offered to attendees to travel together to the event.

Budget

\$600 approximately.

Life Cycle Costs

Annual budget allocation to support this initiative, maintaining City of Holdfast Bay representation each year.

Strategic Plan

Our Holdfast 2050 +

WELLBEING: Objective

- Increase participation rates in community engagements across all age groups, particularly under-represented demographics such as children and young people by using methods that are appealing and appropriate.

Council Policy

Not applicable

Statutory Provisions

Not applicable

Written By: Youth and Recreation Coordinator

General Manager: Community and Business, Ms M Lock

Item No: 15.8

Subject: **HOLDFAST BAY COMMUNITY CENTRE LEASES**

Summary

The Holdfast Bay Community Centre transitioned from being managed by the YMCA to being managed by Council on 1 July 2023. As a result, separate lease agreements are required between Council and each of the substantive tenants to formally acknowledge continuity of occupation. Lease agreements have been drafted in consultation with the tenants to meet their specific needs, and to delineate the times and areas of use. This report seeks Council's endorsement for the execution of the leases between Council and the tenants of the Holdfast Bay Community Centre.

Recommendation

That Council:

- 1. enters into a new Lease Agreement with the Young Men's Christian Association of South Australia Incorporated provided as Attachment 2 to this report over a portion of land contained within Certificate of Title Volume 5933 Folio 501 for a period of one (1) year commencing 1 July 2023, with an Option to Renew for one (1) year, and endorse the Mayor and Chief Executive Officer to be authorised to execute and seal the lease and any documents required to give effect to the lease;**
 - 2. enters into a new Lease Agreement with Trinity Bay Incorporated provided as Attachment 3 to this report over a portion of land contained within Certificate of Title Volume 5933 Folio 501 for a period of one (1) year commencing 1 July 2023, and endorse the Mayor and Chief Executive Officer to be authorised to execute and seal the lease and any documents required to give effect to the lease; and**
 - 3. enters into a new Lease Agreement with Spinal Cord Injuries Australia provided as Attachment 4 to this report over a portion of land contained within Certificate of Title Volume 5933 Folio 501 for a period of one (1) year commencing 1 July 2023, with an Option to Renew for one (1) year, and endorse the Mayor and Chief Executive Officer to be authorised to execute and seal the lease and any documents required to give effect to the lease.**
-

Background

The Holdfast Bay Community Centre had been leased and maintained by the YMCA since 2015. The YMCA returned the operations and management of the Holdfast Bay Community Centre to the City of Holdfast Bay on 1 July 2023 following the YMCA relinquishing its Commonwealth Home Support Programs. The YMCA's five-year lease on the Holdfast Bay Community Centre was scheduled to end in September 2026, thereby necessitating an unplanned transitioning to alternative tenure agreements to ensure that existing tenants were not inconvenienced by the

YMCA's premature withdrawal. Whilst the Holdfast Bay Community Centre has operated with a "business as usual" approach during the transition period, Council Administration commenced the process of negotiating separate tenancy agreements to secure their ongoing place at the Holdfast Bay Community Centre.

Report

The Holdfast Bay Community Centre (HBCC) came into Council management in July 2023 following 15 years of operation outside of Council. The YMCA will continue as one of four substantive tenants of the HBCC to manage the gym and Pilates studio at the community centre. The other tenants being Alwyndor (under a use agreement), Trinity Bay Incorporated, and Spinal Cord Injuries Australia (under lease agreements). In drafting the new tenancy agreements, the YMCA operating model has been largely adopted to provide continuity and minimal disruption for users and existing groups, including the rent amounts. The allocation of floor space to each of the four substantive tenants is shown in Attachment 1 to this report. Council Administration will manage the bookings balance of the floorspace for hire to the community, being a function previously managed by the YMCA.

Refer Attachment 1

Notwithstanding the delay in finalising the individual lease agreements relative to the date of occupation by each of the tenants, the parties agree that invoices for back rent will be issued for the time of occupation to the time of execution.

Alwyndor

In March 2023, the federal Department of Health and Ageing contacted Alwyndor to gauge their interest in receiving the Commonwealth Home Support Programs (CHSP) funding and delivering the associated outputs that were previously attached to the YMCA. In so doing, Alwyndor will be a lead tenant within the HBCC, using office space for support coordination and providing a range of health and wellbeing activities at the Centre. The management of the centre will be delivered from within Council Administration structures and the building will be maintained by Council.

In recent years Alwyndor has expanded to also offer activities at other locations across Holdfast Bay including the Kauri Community and Sports Centre and Brighton Rugby Club, and the growth into the HBCC will provide more opportunities for the community to access these services and programs. Additionally, Alwyndor will have staff located at the centre who will be available to provide information and advice to the community about accessing Home Care services.

A formal lease is not required to ratify Alwyndor's tenancy at the HBCC as Alwyndor is an entity of Council. Instead, an agreement has been entered at Administration level for an arrangement where Alwyndor will tenant the premises for a term of five (5) years commencing on 1 July 2023 and the annual fee of \$17,500 plus GST, subject to a Current Market Review on 1 July 2024 and reviewed annually thereafter.

YMCA

As a current occupier of the HBCC, the YMCA will retain a presence on the site with an allocation of 240 square metres or 28.26% of total floor area, to administer its services to the community. These services include areas for therapeutic and rehabilitation services to the

community, including gym and Pilates studio. In calculating the YMCA's rent, Council's Sporting and Community Leasing Policy is utilised. The maximum discount of 90% is applied in recognition of the YMCA's wholly community focus, resulting in an annual rent of \$3,281 over a term of one year commencing on 1 July 2023, with a renewal option for a further year. The rent calculation table is provided below. It should be noted that YMCA pays less in recognition of its wholly community service, whereas the rent applied to other parties are on the same terms under the previous arrangement.

	<u>SQM</u>	<u>%</u>
Net lettable area	240	28.26
Total lettable area	544	

Capital Asset Value	\$2,975,000.00
% as per lettable area	28.26%
Property Value	\$1,312,570.00

*NB: Capital Asset Value as per 2022-23
Asset Schedule*

	Property Value	Market Rent	Net Rent (CHB Discount)
		2.50%	90%
BUILDING	<i>\$1,312,570</i>	\$32,814	\$3,281 plus GST

The negotiated lease, already signed by the YMCA is provided as Attachment 2 of this report.

Refer Attachment 2

Trinity Bay Incorporated (church group)

As a current occupier of the HBCC, Trinity Bay Incorporated will retain a presence on the site with an allocation of 8 square metres of total floor area, to administer its services to the community. These services include space for its congregation, but also for non-members of the church. The agreed rent of \$3,900 plus GST over a term of one year commencing on 1 July 2023, which is based on the monthly fee which the YMCA were previously charging (being \$325 per month). The negotiated lease, already signed by Trinity Bay Incorporated is provided as Attachment 3 of this report.

Refer Attachment 3

Spinal Cord Australia

As a current occupier of the HBCC, Spinal Cord Australia will retain a presence on the site with an allocation of 73 square metres of total floor area, to administer its services. These services include rehabilitation and therapeutic treatment to those recovering from spinal injury. Rent of \$20,000 plus GST over a term of one year commencing on 1 July 2023, with a renewal option for a further year. Rent amount is based on the monthly fee which YMCA were charging (being \$1,666.66 per month).

Refer Attachment 4

Budget

Council's budget has been adjusted to reflect the additional rent received directly from the substantive tenants of the HBCC. Previously, council received a single rent of \$459 plus GST from the YMCA. Under the new arrangement, council will receive a combined annual rent of \$27,181 plus GST from the three non-council tenants and \$17,500 plus GST from Alwyndor, plus any additional hire charges for use of the common areas. Under the previous arrangement, council contributed annual grant funding to the YMCA to offset the resourcing expenses in managing the HBCC on its behalf, which will not be offered moving forward. However, expenditure will now be required for council to resource the management of the centre.

Life Cycle Costs

The leases are for a term of one year, with only the YMCA seeking a further renewal period after that. In this regard, the lifecycle costs beyond the current financial year remain unknown.

Strategic Plan

Vision - creating a welcoming and healthy place for everyone

Council Policy

Sporting and Community Leasing Policy

Statutory Provisions

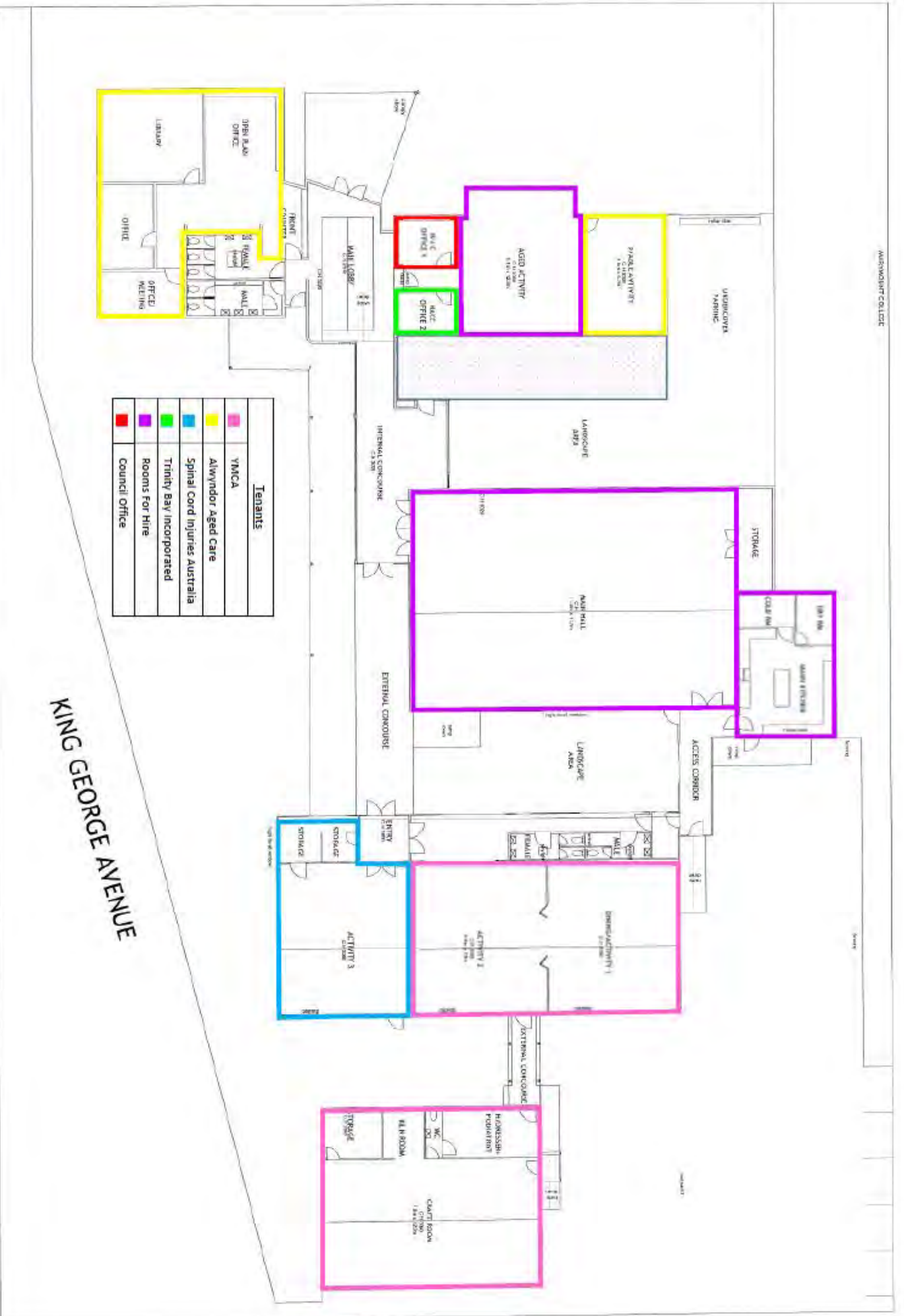
Local Government Act 1999

Retail and Commercial Lease Act 1995

Written By: Manager Development Services

General Manager: Community and Business, Ms M Lock

Attachment 1



Tenants	
■	YMCA
■	Alwynndor Aged Care
■	Spinal Cord Injuries Australia
■	Trinity Bay Incorporated
■	Rooms For Hire
■	Council Office

Attachment 2

LEASE

BETWEEN

CITY OF HOLDFAST BAY

(Landlord)

and

YOUNG MEN'S CHRISTIAN ASSOCIATION OF

SOUTH AUSTRALIA INCORPORATED

(Tenant)

PORTION OF HOLDFAST BAY COMMUNITY CENTRE

51 KING GEORGE AVENUE HOVE SA 5048



- 1.7 **GST** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.8 **Land** means the land described in Item 3 of Schedule 1.
- 1.9 **Landlord** means the City of Holdfast Bay and includes:
- (a) the successors and the assigns of the Landlord if the Landlord is a body corporate; and
 - (b) (where the context allows) any servants workmen or agents of the Landlord,
- 1.10 **Landlord's Property** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Land by or behalf of the Landlord and available for use by the Tenant.
- 1.11 **Outgoings** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting Period or in any other lesser or relevant period in respect of the Land whether by direct assessment or otherwise howsoever and includes:
- (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the Building and the Landlord's Property therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof;
 - (c) insurance premiums and other charges including stamp duty for workers compensation insurance for all employees of the Landlord engaged in employment in the Building;
 - (d) the costs of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the Building and all other costs arising from the operation of the air conditioning system including but not limited to fuel oil grease labour and a full comprehensive maintenance contract (if any);
 - (e) all costs in connection with the repair, maintenance, operation, supply, replacement and renovation of lifts, air conditioning equipment, fire protection equipment, all other services and plant and equipment in the Land from time to time;
 - (f) all costs in connection with the cleaning, lighting, heating and air-conditioning of the Land and Common Areas and providing supplies and consumables for toilets, washrooms and other facilities provided to the Land;
 - (g) all costs in connection with the maintenance, minor repair and cleaning of car parking areas, pedestrian areas and landscaped areas within and around the Land;
 - (h) all costs in connection with caretaking and security services;
 - (i) all costs (including employment and other usual employment on-costs) of the management, control and administration of the Land;
 - (j) the cost of maintaining lighting servicing and repairing the Building such cost comprising the gross costs and expenses of every kind and nature incurred by the Landlord including but not limited to the replacement of parts necessary to keep any of the plant, machinery

1.22 Where the context of this Lease permits or requires:

- (a) words in the singular shall include the plural and words in the plural include the singular;
- (b) words of or importing the masculine gender include the feminine gender; and
- (c) words referring to a person include a body corporate.

1.23 A reference to any statute code or regulation includes all amendments and revisions made from time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.

1.24 Any provision of this Lease which by virtue of any statute or law that is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.

1.25 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.

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

2. GRANT OF LEASE

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

3. RENT AND RENT REVIEW

3.1 Rent

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

3.2 Rent Review

- (a) The rent shall be reviewed at the times and in the manner specified in Item 7 of Schedule 1.
- (b) Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.
- (c) The rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

4. GST

Unless otherwise stated in Item 6 of Schedule 1, rent and other monies payable by the Tenant to the Landlord pursuant to this Lease do not include any GST. If GST is chargeable with respect to the payment by the Tenant to the Landlord of rent and or other monies pursuant to this Lease, the Tenant must on demand pay the GST or reimburse the Landlord for any GST paid or payable by the Landlord with respect to such rent and or other monies. The Landlord must provide to the Tenant an appropriate tax invoice in respect of any such GST payment or re-imburement by the Tenant.

- (d) In addition to the maintenance, repair and replacement obligations outlined in this clause 6.1 (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- (e) Where the Tenant is responsible for any Maintenance pursuant to the terms of this Lease, the Tenant must, at the same time as providing a copy of its annual report in accordance with clause 10, provide a report to the Landlord setting out the amount of money which the Tenant proposes to set aside in the following year for Maintenance.
- (f) The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
 - A. a copy of all invoices, receipts, records, reports, certificates and other related information in relation to all maintenance, repair and replacement works carried out by (or on behalf of) the Tenant during the Term;
 - B. a report setting out all projected items of Maintenance, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
 - C. a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within or servicing the Premises then the Tenant must keep all such plant or machinery maintained serviced and in good repair and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.3 Tenant's Other Maintenance Obligations

The Tenant must at the Tenant's expense:

- (a) ensure that all waste is placed daily in suitable receptacles and subject to this clause 6, ensure the Premises is cleaned regularly in a proper and professional manner and ensure all waste and refuse is promptly and regularly removed from the Land;
- (b) as soon as is reasonably possible make good any damage to any part of the Building (including the Common Areas) or to the Premises or any part thereof (including ceilings) caused or contributed to by the Tenant;
- (c) immediately replace all broken glass in respect of the Premises;
- (d) take all proper precautions to keep the Premises free from pest infestation and if required by the Landlord engage a pest exterminator approved by the Landlord for that purpose;
- (e) repair or where appropriate replace any Landlord's Property such as heating lighting electrical and plumbing fittings installed in the Premises broken or damaged by the Tenant;
- (f) comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Tenant; and
- (g) comply with any notices or orders which may be given by any statutory or regulatory authority in respect of the Premises or their use by the Tenant and keep the Landlord indemnified for all such matters.

6.9 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and employ only such contractors as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate and who are previously approved of in writing by the Landlord or the Landlord's architect.

6.10 Repainting

At or immediately before the expiration or earlier determination of this Lease, the Tenant shall repaint with two coats of premium quality paint in a thorough and workmanlike manner those internal parts of the Premises which previously have been painted. Such painting shall be done in such manner and with such paint as the Landlord may reasonably direct.

6.11 Capital and Structural Works

Nothing contained in clauses 6.1 to 6.10 (inclusive) shall oblige the Tenant to do work of a structural or capital nature unless such work is required as a result of the act, neglect or default of the Tenant or would not have been required but for the Tenant's use or occupancy of the Premises.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

- (a) The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.
- (b) The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.
- (c) The Tenant must not make alterations or addition to the Premises nor install or alter any partitioning or temporary or permanent structures or fittings in the Premises without the Landlord's prior written approval, and:
 - A. in seeking the Landlord's approval to a proposed alteration, addition or installation the Tenant must submit plans and specifications of the proposed work;
 - B. if the Landlord agrees to grant its approval, then such approval may be granted subject to any conditions the Landlord considers appropriate, including:
 - i. any such work be supervised by a person nominated by the Landlord;
 - ii. any such work be executed by contractors or tradesmen in a proper and professional manner under the supervision of appropriately qualified persons approved by the Landlord with public liability insurance for an amount that in the reasonable opinion of the Landlord is adequate;
 - iii. the Tenant pays all reasonable costs incurred by the Landlord in considering the proposed works and their supervision including the fees of architects or other consultants employed by the Landlord;
 - iv. the Tenant obtains all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and on request by the Landlord produces for inspection to the Landlord copies of all such approvals and permits;
 - v. upon completion of the works, the Tenant must produce to the Landlord any certificates of compliance issued by any such statutory or regulatory authority; and

permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive art trade business occupation or calling and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Signs

The Tenant must not allow any advertisement notice poster hoarding or sign to be affixed to or placed near any window in the Premises so as to be visible from the outside of the Building except where the Landlord's consent is obtained and where all relevant laws and statutory requirements are satisfied.

9.4 Compliance with Acts, By Laws and Regulations

The Tenant must at the Tenant's cost and expense:

- (a) comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011)* (SA) and or the *Local Government Act (1999)* (SA) or Acts for the time being in force in the State of South Australia and or any other Act or Acts of Parliament or any by-laws rules or regulations made under or in pursuance of any such Act or Acts or purporting so to be and will comply therewith within the time limited therein for complying therewith. If the Tenant fails to comply with any statutory or regulatory obligations the Landlord may comply therewith (but it not be obligatory for the Landlord to do so) and all costs charges and expenses incurred by the Landlord in so doing will be a debt due and recoverable from the Tenant in the same manner in all respects as the rent is recoverable; and
- (b) take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or in pursuance of any Statute now or hereafter in force or which may be required by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto and also at the Tenant's own expense in all things, do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or occupier of the Premises) by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto pursuant to any law now or hereafter in force.

9.5 Use of Premises and Provision of Emergency Number

The Tenant must:

- (a) advise the Landlord (or where applicable the Landlord's agent) of the telephone number of the Tenant's nominated emergency after hours contact and must keep the Landlord or the Landlord's agent informed of any change of telephone number;

- (b) Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment. The Tenant must observe and comply with all such directions and any reasonable fees payable to the Landlord's architects or engineers in connection with ascertaining the safest and most favourable and convenient method of routing installing and locating such machinery plant and equipment as aforesaid must be paid by the Tenant on demand.

9.8 Locks and Keys

The Tenant must not tamper with or change any lock of the Premises or have any keys of such locks cut without the consent of the Landlord or its agent. The Tenant will pay for any keys or change required to any lock and in the event of the Landlord or its agent being required to open the Premises the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent.

9.9 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.10 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

9.11 Airconditioning

- (a) Where any plant machinery or equipment for heating cooling or circulating air is provided or installed by the Landlord in the Premises or in the Building for the benefit of tenants of the Building (**airconditioning plant**):
 - A. the Tenant must comply with and observe the reasonable requirements of the Landlord in respect of the airconditioning plant;
 - B. to the maximum extent permitted by law, the Landlord will be under no liability to the Tenant in respect of the Landlord's inability or failure to operate service maintain replace or repair the airconditioning plant at any time for any reason and the Tenant acknowledges that the Landlord does not warrant that the airconditioning plant (if any) is suitable or adequate for the business to be conducted in the Premises by the Tenant; and
 - C. the Tenant must permit the Landlord and all persons authorised by the Landlord at all reasonable times on giving to the Tenant reasonable prior notice (except in the case of emergency where no notice is required) to enter the Premises to view the state of repair of the airconditioning plant and there remain for the purpose of carrying out any necessary or desirable maintenance servicing or repair to or replacement of the airconditioning plant.
- (b) Where any airconditioning plant is installed in the Premises or the Building for the exclusive use of the Tenant, the Tenant must keep such airconditioning plant in good repair, condition and working order and must pay all costs of operating and maintaining the same.

- 10.5 by 30 November in each year a copy of the Tenant's adopted budget within twenty-eight (28) days of adoption;
- 10.6 upon request from the Landlord a schedule of all subleases or other tenancies relating to the Premises;
- 10.7 upon request from the Landlord or any employee, agent or contractor to examine and take copies of all accounts records and bank records of the Tenant and minutes of any meeting of the Tenant or any committee of the Tenant;
- 10.8 any other documents that regulate the Tenant's governance and operations; and
- 10.9 any information in relation to the Tenant's use and occupation of the Premises and finances reasonably required by the Landlord and will permit, upon request from Landlord or any employee, agent or contractor to examine and take copies of all account books and bank books of the Tenant the minutes of any meeting of the Tenant or any committee of the Tenant,

AND the Landlord agrees that the information provided by the Tenant to the Landlord pursuant to this clause 10 will be kept in accordance with the Landlord's Privacy Policy.

11. INSURANCE

11.1 Tenant's Insurance

At its own expense, the Tenant shall maintain during the term of this Lease the following insurance:

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises for a sum of not less than the amount specified in Item 8 of Schedule 1. Such amount shall be in respect of any one single accident or event and extend to claims, loss and damage the subject of the indemnity contained in clause 12.2;
- (b) a policy to insure all permitted additions to the Premises carried out by the Tenant and to insure all of the Tenant's fixtures, fittings and property including stock against loss or damage by any cause and for their full replacement value; and
- (c) plate glass insurance in respect of all plate glass (including windows) in the Premises.

11.2 Certificates of Insurance

All policies of insurance shall be taken out with a recognised and reputable public insurance office and the Tenant shall provide the Landlord with copies of certificates of insurance in relation to the policies upon request. The policies of insurance specified in clauses 11.1(a) and 11.1(c) shall be in the name of the Tenant and note the interest of the Landlord.

11.3 Tenant Not to Cause Premium to Increase

The Tenant shall not do or fail to do anything which may increase the rate of premium payable under any policy of insurance taken out in respect of the Premises. The Tenant shall pay within fourteen (14) days of demand any additional or increased premium levied on account of the Tenant's use or occupation of the Premises in respect of any policy of insurance effected in respect of the Land or its contents or any policy of public liability insurance effected by the Landlord.

(g) hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.

13.2 If the Tenant does not complete such removal and making good on the expiration of the Term (or in the case of the determination, within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all costs and expenses incurred by the Landlord in so doing.

13.3 In addition to clause 13.2, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.

13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to clause 13.3 (whichever is the earlier) ("**the compliance date**"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or the termination of this Lease.

14. **LANDLORD'S OBLIGATIONS AND RIGHTS**

14.1 Quiet Possession

Provided that the Tenant pays the rent and all other monies payable under this Lease and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 Reservation of Services

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage of any air conditioning equipment, fire sprinkler systems, pipes, ducts, cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections and Services.

14.3 Costs of Proceedings

If the Landlord may without fault on the Landlord's part be made a party to any litigation commenced against the Tenant, the Tenant must pay to the Landlord on demand by the Landlord all reasonable legal fees and disbursements (as between solicitor and client) incurred by the Landlord in connection therewith.

14.4 Landlord's Right to Add to Building

(a) The Landlord may at any time during the Term enlarge vary or reduce any Building and in so doing (but without in any way limiting the generality of the foregoing) may:

- A. acquire or dispose of any land;
- B. permanently encroach upon any Common Areas, portions of the Land including any car park;
- C. employ or use the air space above or below any part of any Common Areas including any car park;

14.6 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due, and does not rectify such non-compliance within fourteen (14) days of written demand then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building of which the Premises forms part is damaged:

- (a) the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- (b) if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- (c) if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage; and
- (d) if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

15.4 Damage to Goods or Person

Except to the extent caused by the negligent or wilful act or omission of the Landlord, its servants or agents, the Landlord its attorney or agent shall not be under any liability to the Tenant for any loss expense or damage sustained by the Tenant or any invitee of the Tenant arising out of personal injury or destruction of or damage to goods chattels furniture or effects howsoever caused including by water gas or electricity bursting overflowing leaking or escaping (as the case may be) from any water gas electrical apparatus installation fitting pipe sewer wiring roof or roof gutter down pipe or storm water drain (as the case may be) on in or connected to or appurtenant to the Premises and/or the Building.

then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

18.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- (a) the Tenant abandoning or vacating the Premises;
- (b) the Landlord re-entering the Premises or terminating the Tenant's leasehold interest in the Premises;
- (c) the Landlord accepting the Tenant's repudiation; or
- (d) conduct of the parties which may constitute a surrender by operation of law.

19. NOTICES

19.1 Any written notice to be given by one party to the other shall be signed by the party giving the notice or by an officer or the duly authorised solicitor or agent of that party. Notice may be given to a party:

- (a) by leaving it at the party's address last notified;
- (b) by sending it by pre-paid mail to the party's postal address last notified; or
- (c) by sending it by email to the party's email address last notified.

19.2 Notice is deemed received by a party:

- (a) if hand delivered, on the date of delivery; or
- (b) if sent by prepaid post within Australia, on the fourth Business Day after posting;
- (c) if sent by email, at the time shown in the delivery confirmation report generated by the sender's email system OR the sender's email system does not generate a delivery confirmation report within twelve (12) hours of the time the email is sent, unless the sender receives a return e-mail notification that the email was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the email was sent.

19.3 However, if the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.

19.4 When two or more people comprise a party, notice to one is effective notice to all.

19.5 Each party hereby notifies the other party that its addresses for notice as at the date of this document are detailed below.

<u>Landlord</u>	<u>Tenant</u>
City of Holdfast Bay Att: General Manager Community & Business 24 Jetty Road Brighton SA 5048 mail@holdfast.sa.gov.au	Young Men's Christian Association of South Australia Incorporated Att: Andrew Mundy Level 10, 44 Waymouth Street Adelaide SA 5000 andrew.mundy@ymcasa.org.au

21.8 Certified Exclusionary Clause

To the fullest extent permitted by law, where the term of this Lease is less than five (5) years, the rights conferred on a tenant by Part 4A Division 2 of the RCL Act are hereby excluded and the Tenant covenants that it will obtain and endorse to this Lease a certificate from a lawyer who is not acting for the Landlord to the effect that:

- (a) the lawyer has, at the request of the Tenant, explained the effect of this clause and the certificate and how Part 4A of the RCL Act would apply in relation to this Lease if this Lease did not include this clause and the certificate; and
- (b) the Tenant gave the lawyer apparently credible assurances that the Tenant was not acting under coercion or undue influence in requesting or consenting to the inclusion of this clause and the certificate in this Lease.

- 1.2 The Landlord and the Tenant acknowledge and agree that the surrender of the Original Lease is subject to and conditional upon:
- (a) the Tenant complying with its make good obligations pursuant to the Original Lease to the satisfaction of the Landlord (acting reasonably);
 - (b) the Tenant providing vacant possession of the Original Premises by not later than the commencement date of this Lease; and
 - (c) the Tenant paying to the Landlord all rent and outgoings due and payable under the Original Lease up to and including the Surrender Date.

2. Child Safe Environment

- 2.1 The Tenant acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the *Children and Young People (Safety) Act 2017* (SA)) at all times. A child safe environment is 'an environment, which is both child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'
- 2.2 The Tenant represents to the Landlord that it has complied with and will ensure that it continues to comply with its requirements under the *Children and Young People (Safety) Act 2017* (SA), the *Children and Young People (Safety) Regulations 2017* (SA), the *Child Safety (Prohibited Persons) Act 2016* (SA) and the *Child Safety (Prohibited Persons) Regulations 2019* (SA) in relation to the operation by the Tenant of the Holdfast Bay Community Centre and the Tenant's occupation of the Premises for the Permitted Use.
- 2.3 The Tenant must act in the best interests of the community at large.
- 2.4 As the Tenant's Permitted Use of the Premises involves working with children, the Tenant, at its own cost and expense, must ensure at all times during the term of this Lease, that the Tenant and all of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises, hold and maintain a valid Working With Children Check issued by the Department of Human Services Screening Unit in accordance with the *Child Safety (Prohibited Persons) Act 2016* (SA) (**WWCC**).
- 2.5 The Tenant must, at the request of the Landlord, provide copies of all valid WWCC's held by the Tenant and any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises.
- 2.6 The Tenant must also, at the request of the Landlord, obtain and provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 2.7 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within ten (10) Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

3. Tenant's Fixtures and Fittings

For the avoidance of doubt, the Tenant acknowledges that the Landlord has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.

8. Insurance

Whilst the Tenant is Young Men's Christian Association of South Australia Incorporated ABN 41 241 860 884, the Tenant may provide evidence of its group insurance to satisfy the Lessor as to the insurance requirements set out in clause 11.1. The Tenant must provide such evidence promptly following demand by the Landlord.

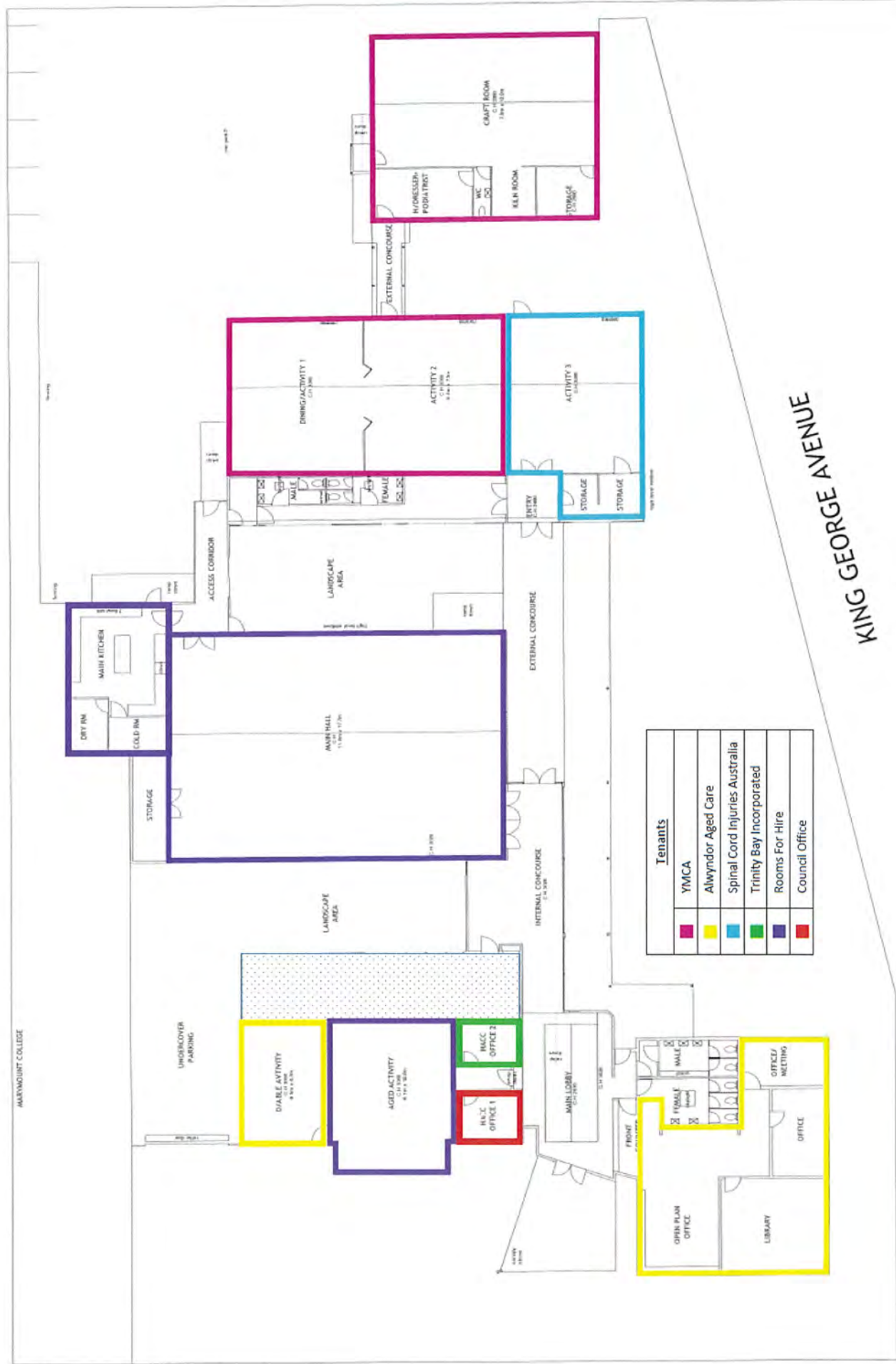
9. No Commercial Activity

The Tenant must not:

- 9.1 undertake any commercial activity within the Premises; or
- 9.2 sublease, sublicence, transfer, assign or otherwise part with possession of the whole or any part of its interest in this Lease for the purposes of undertaking or permitting a third party to undertake, a commercial activity.

Item	Tenant Obligation	Landlord Obligation
Electrical services, sub switchboards, distribution boards and power lighting circuits	<ul style="list-style-type: none"> Full responsibility for repair and replacement 	<ul style="list-style-type: none"> Nil responsibility
Doors, locks, etc.	<ul style="list-style-type: none"> Full responsibility 	<ul style="list-style-type: none"> Nil responsibility
Heater, gas or electric, etc,	<ul style="list-style-type: none"> Full responsibility 	<ul style="list-style-type: none"> Nil responsibility
Consumer mains	<ul style="list-style-type: none"> Nil responsibility 	<ul style="list-style-type: none"> Full responsibility
Lighting fixtures	<ul style="list-style-type: none"> Replace lights and globes, ballasts and fuses, replace/repair wiring connections 	<ul style="list-style-type: none"> Nil responsibility
Emergency Exit Lighting	<ul style="list-style-type: none"> Full responsibility 	<ul style="list-style-type: none"> Nil responsibility
Smoke detectors	<ul style="list-style-type: none"> Full responsibility 	<ul style="list-style-type: none"> Nil responsibility
Carpets	<ul style="list-style-type: none"> Clean, repair and replace to appropriate finish 	<ul style="list-style-type: none"> Nil responsibility
Vinyl/concrete/tiled/other floors	<ul style="list-style-type: none"> Clean, polish, repair and replace to appropriate finish 	<ul style="list-style-type: none"> Nil responsibility
Internal walls/screens	<ul style="list-style-type: none"> Clean, keep free of mould and grime, repair damage caused by use, repair cracking, replace and repaint 	<ul style="list-style-type: none"> Replacement and structural maintenance responsibility for structural walls only.
Ceilings	<ul style="list-style-type: none"> Clean, keep free from cobwebs, etc., repaint and repair 	<ul style="list-style-type: none"> Replace due to structural failure only
Paint finishes	<ul style="list-style-type: none"> Touch up and repaint where damaged Repaint as required by clause 6.10 	<ul style="list-style-type: none"> Nil responsibility
Loose/soft furniture	<ul style="list-style-type: none"> Full maintenance and responsibility 	<ul style="list-style-type: none"> Nil responsibility

Schedule 3 – Centre Plan



KING GEORGE AVENUE

RULES AND REGULATIONS

1. The Tenant must not:
 - 1.1 smoke in the Building or on the areas outside the Building on the Land;
 - 1.2 put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
 - 1.3 hold auction, bankrupt or fire sales in the Premises;
 - 1.4 keep an animal or bird on the Premises;
 - 1.5 use a business name which includes words connecting the business name with the Building without the Landlord's approval;
 - 1.6 remove floor coverings from where they were originally laid in the Premises without the Landlord's approval;
 - 1.7 do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee;
 - 1.8 use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord;
 - 1.9 operate a musical instrument, radio, television or other equipment that can be heard outside the Premises;
 - 1.10 throw anything out of any part of the Building;
 - 1.11 move heavy or bulky objects through the Building without the Landlord's approval;
 - 1.12 obstruct:
 - (a) windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - (b) any air vents, air conditioning ducts or skylights in the Premises; or
 - (c) emergency exits from the Building or the Premises; or
 - (d) the Common Areas; or
 - (e) interfere with directory boards provided by the Landlord.
2. The Tenant must:
 - 2.1 put up signs in the Premises prohibiting smoking if required by the Landlord;
 - 2.2 if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises;
 - 2.3 participate in any emergency drill of which the Landlord gives reasonable notice;
 - 2.4 evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
 - 2.5 secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

Attachment 3

LEASE

BETWEEN

CITY OF HOLDFAST BAY

(Landlord)

and

TRINITY BAY INCORPORATED

(Tenant)

PORTION OF HOLDFAST BAY COMMUNITY CENTRE

51 KING GEORGE AVENUE HOVE SA 5048



agreement by the relevant review date as determined by a valuation carried out by a person appointed by agreement between the Landlord and the Tenant or, failing agreement as to such person, appointed on the application of either party by the person for the time being holding or acting in the office of President of the Australian Property Institute Incorporated (SA Division) whose costs shall be borne equally by the Landlord and the Tenant. The valuer will act as an expert and not as an arbitrator. Notwithstanding any other provision in this Lease, the rent payable following a Current Market Rent Review shall not be less than the annual rent paid or payable for the period immediately prior to the relevant review date.

- 1.7 **Default Rate** means a rate of two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates.
- 1.8 **GST** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.9 **Land** means the land described in O of Schedule 1.
- 1.10 **Landlord** means the City of Holdfast Bay and includes:
 - (a) the successors and the assigns of the Landlord if the Landlord is a body corporate; and
 - (b) (where the context allows) any servants workmen or agents of the Landlord,
- 1.11 **Landlord's Property** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Land by or behalf of the Landlord and available for use by the Tenant.
- 1.12 **Outgoings** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting Period or in any other lesser or relevant period in respect of the Land whether by direct assessment or otherwise howsoever and includes:
 - (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the Building and the Landlord's Property therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof;
 - (c) insurance premiums and other charges including stamp duty for workers compensation insurance for all employees of the Landlord engaged in employment in the Building;
 - (d) the costs of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the Building and all other costs arising from the operation of the air conditioning system including but not limited to fuel oil grease labour and a full comprehensive maintenance contract (if any);
 - (e) all costs in connection with the repair, maintenance, operation, supply, replacement and renovation of lifts, air conditioning equipment, fire protection equipment, all other services and plant and equipment in the Land from time to time;

- 1.20 **Tenant's Proportion** means the same proportion as the lettable area of the Premises bears to the whole of the lettable area of the Building, such lettable areas to be determined in accordance with the Property Council of Australia 1997 method of measurement or such other method of measurement as the Landlord reasonably determines.
- 1.21 **Term** means the term specified in Item 5 of Schedule 1 and includes the term of any extension or renewal and period of holding over of this Lease.
- 1.22 Headings to clauses shall not form part of this Lease or be used for the purpose of interpretation but shall be deemed to be for the purpose only of facilitating reference to the various provisions of this Lease.
- 1.23 Where the context of this Lease permits or requires:
- (a) words in the singular shall include the plural and words in the plural include the singular;
 - (b) words of or importing the masculine gender include the feminine gender; and
 - (c) words referring to a person include a body corporate.
- 1.24 A reference to any statute code or regulation includes all amendments and revisions made from time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.
- 1.25 Any provision of this Lease which by virtue of any statute or law that is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.
- 1.26 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.
- 1.27 If the Tenant comprises two or more persons the word "Tenant" will apply to them jointly and each of them severally.

2. **GRANT OF LEASE**

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

3. **RENT AND RENT REVIEW**

3.1 Rent

- (a) The Tenant must pay the rent as specified in 0 of Schedule 1 and reviewed in accordance with the terms of this Lease to the Landlord as directed from time to time by the Landlord or the Landlord's agent.
- (b) The Tenant must pay the rent in advance, the first payment to be made on or before the Commencement Date and subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Rent Review

- (a) The rent will be reviewed as at the times and in the manner specified in Item 7 of Schedule 1.
- (b) Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.
- (c) The rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

- (b) If the Landlord so requires, the Tenant must enter into a service and maintenance contract in respect of any airconditioning plant and equipment exclusively servicing the Premises, which contract must be first approved by the Landlord (such approval not to be unreasonably withheld).
- (c) If the Landlord so requires, the Tenant must promptly repair any damage to the Land including the Building caused or contributed to by the act, omission, negligence or default of the Tenant. Any work must be undertaken by appropriately qualified contractors and/or tradesmen and in a proper and professional manner.
- (d) Where the Premises includes any playing greens, court, lawned areas or other designated area for sport and recreation (**Playing Grounds**), the Tenant must at its cost during Term maintain all such Playing Grounds so they are in a safe, tidy and proper condition fit for their intended purpose, and to the reasonable satisfaction of the Landlord, which includes the obligation to:
 - A. keep all grassed areas properly cut, top dressed and in good condition;
 - B. employ experts as may be necessary to supervise the maintaining of the Playing Grounds, and to advise the Tenant and the Landlord generally; and
 - C. provide such labour as may be necessary for the maintenance of the Playing Grounds and employ such groundsmen and/or contractors at its own cost as may be necessary for the maintenance of the said Playing Grounds in all things.
- (e) In addition to the maintenance, repair and replacement obligations outlined in this clause 6.1 (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- (f) Where the Tenant is responsible for any Maintenance pursuant to the terms of this Lease, the Tenant must, at the same time as providing a copy of its annual report in accordance with clause 10, provide a report to the Landlord setting out the amount of money which the Tenant proposes to set aside in the following year for Maintenance.
- (g) The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
 - A. a copy of all invoices, receipts, records, reports, certificates and other related information in relation to all maintenance, repair and replacement works carried out by (or on behalf of) the Tenant during the Term;
 - B. a report setting out all projected items of Maintenance, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
 - C. a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within or servicing the Premises then the Tenant must keep all such plant or machinery maintained serviced and in good repair and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.6 Notice of Defect

The Tenant must promptly give notice to the Landlord (or where appropriate to the appointed agent of the Landlord) of:

- (a) any damage and of any accident to or defect or want of repair in the Land or in the Premises or in any Services or other facilities provided by the Landlord and including any danger, risk or hazard; or
- (b) any circumstance or event which the Tenant ought reasonably be aware might cause danger, risk or hazard to any person within the Premises or the Building.

6.7 Common Areas and Grounds

The Tenant must not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any Common Areas grounds gardens yards lanes ways or rights of way or in or on any public road or footway abutting upon or adjacent to the Premises or the Land.

6.8 Inspection and Landlord Works

The Tenant must permit the Landlord and the Landlord's agents and contractors and all persons authorised by them at all reasonable times of the day and on reasonable notice to enter the Premises to examine the state of repair and condition thereof, carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2, and execute repairs or to paint the Premises or any part thereof (which the Landlord may do without prejudice to any covenant or agreement on the part of the Tenant contained in this Lease). The Landlord in executing such repairs or painting must use reasonable endeavours to cause as little disturbance to the Tenant as is practicable.

6.9 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and employ only such contractors as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate and who are previously approved of in writing by the Landlord or the Landlord's architect.

6.10 Repainting

At or immediately before the expiration or earlier determination of this Lease, the Tenant shall repaint with two coats of premium quality paint in a thorough and workmanlike manner those internal parts of the Premises which previously have been painted. Such painting shall be done in such manner and with such paint as the Landlord may reasonably direct.

6.11 Capital and Structural Works

Nothing contained in clauses 6.1 to 6.10 (inclusive) shall oblige the Tenant to do work of a structural or capital nature unless such work is required as a result of the act, neglect or default of the Tenant or would not have been required but for the Tenant's use or occupancy of the Premises.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

- (a) The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.
- (b) The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 Assignment, Subletting and Disposal of Tenant's Interests

- (a) The Tenant must not transfer or assign the Premises or any part thereof or assign, transfer or otherwise dispose of this Lease.
- (b) The Tenant must not:
 - A. grant a sub-lease, licence of concession for the whole or any part of the Premises;
 - B. part with or share possession of the whole or any part of the Premises; or
 - C. mortgage or otherwise charge or encumber the Tenant's interest in this Lease.
- (c) If the Tenant is a company (except a company whose shares are listed on a stock exchange in Australia) a transfer of shares (except as a result of inheritance) totalling more than one half of the issued share capital of the Tenant, or of the controlling interest of the Tenant will be deemed to be an assignment of this Lease and is not permitted.

9. USE OF PREMISES

9.1 Permitted Use

- (a) The Tenant must use the Premises only for the purpose specified in Item 4 of Schedule 1 or other purposes incidental thereto or for such other purposes for which the Landlord may give prior written approval.
- (b) The Tenant must not use the Premises or any part thereof nor cause permit or allow anyone to sleep on the Premises, nor carry on or cause permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive art trade business occupation or calling and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Signs

The Tenant must not allow any advertisement notice poster hoarding or sign to be affixed to or placed near any window in the Premises so as to be visible from the outside of the Building except where the Landlord's consent is obtained and where all relevant laws and statutory requirements are satisfied.

9.4 Compliance with Acts, By Laws and Regulations

The Tenant must at the Tenant's cost and expense:

- (a) comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011)* (SA) and or the *Local Government Act (1999)* (SA) or Acts for the time being in force in

- (f) permit any sign advertisement name or notice to be placed on any part of the Premises or the Building where such sign advertisement name or notice is of an incongruous or unsightly nature having regard to the character and use of the Building and prior to the installation or placement of any sign advertisement name or notice the Tenant must:
 - A. obtain the Landlord's prior written consent; and
 - B. obtain the prior consent of any relevant statutory or regulatory authority;
- (g) use or permit to be used any radio record player tape or video recorder television loudspeaker screen or other like equipment likely to be heard or seen from outside the Premises; or
- (h) conduct or permit to be conducted on the Premises any auction or fire sale.

9.7 Heavy Machinery

- (a) The Tenant must not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Tenant's permitted use of the Premises. In no circumstances must the Tenant bring upon the Premises any heavy machinery or other plant or equipment:
 - A. of such nature or size or weight as to cause or (in the reasonable opinion of the Landlord) be likely to cause any structural or other damage to the floors or walls or any other parts of the Land, or
 - B. of such construction or manufacture as to cause to emanate therefrom any noise or vibration or noxious odour fume or gas that could pervade the Premises or escape therefrom to the discernible notice of any person outside the Premises.
- (b) Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment. The Tenant must observe and comply with all such directions and any reasonable fees payable to the Landlord's architects or engineers in connection with ascertaining the safest and most favourable and convenient method of routing installing and locating such machinery plant and equipment as aforesaid must be paid by the Tenant on demand.

9.8 Locks and Keys

The Tenant must not tamper with or change any lock of the Premises or have any keys of such locks cut without the consent of the Landlord or its agent. The Tenant will pay for any keys or change required to any lock and in the event of the Landlord or its agent being required to open the Premises the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent.

9.9 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.10 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

- C. install at no cost to the Landlord such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.
- (d) If the Tenant is supplied electricity via an Inset Network (as defined in the *Electricity (General) Regulations 2012* (SA) on the Land, the Tenant must pay to the Landlord the Tenant's share of Inset Network charges such share to be as is reasonably determined by the Landlord from time to time taking into account the quantum of electricity provided to the Premises and the quantum of electricity provided to other premises situate on the Land.
- (e) Save to the extent caused or contributed to by the Landlord's negligence, the Landlord shall not be liable to the Tenant for any failure of electricity supply to the Premises.

10. TENANT GOVERNANCE

The Tenant will provide to the Landlord:

- 10.1 a copy of its constitution;
- 10.2 a copy of any rules or by-laws of the Tenant in existence at the Commencement Date;
- 10.3 within twenty-eight (28) days of any amendments being made to the Tenant's constitution, rules or by-laws, a copy of those amendments;
- 10.4 by 30 November in each year a copy of the annual report of the Tenant including the balance sheets and auditor's report;
- 10.5 by 30 November in each year a copy of the Tenant's adopted budget within twenty-eight (28) days of adoption;
- 10.6 upon request from the Landlord a schedule of all subleases or other tenancies relating to the Premises;
- 10.7 upon request from the Landlord or any employee, agent or contractor to examine and take copies of all accounts records and bank records of the Tenant and minutes of any meeting of the Tenant or any committee of the Tenant;
- 10.8 any other documents that regulate the Tenant's governance and operations; and
- 10.9 any information in relation to the Tenant's use and occupation of the Premises and finances reasonably required by the Landlord and will permit, upon request from Landlord or any employee, agent or contractor to examine and take copies of all account books and bank books of the Tenant the minutes of any meeting of the Tenant or any committee of the Tenant.

11. INSURANCE

11.1 Tenant's Insurance

At its own expense, the Tenant shall maintain during the term of this Lease the following insurance:

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises for a sum of not less than the amount specified in 0 of Schedule 1. Such amount shall be in respect of any one single accident or event and extend to claims, loss and damage the subject of the indemnity contained in clause 12.2;
- (b) a policy to insure all permitted additions to the Premises carried out by the Tenant and to insure all of the Tenant's fixtures, fittings and property including stock against loss or damage by any cause and for their full replacement value; and
- (c) plate glass insurance in respect of all plate glass (including windows) in the Premises.

- (f) comply with all reasonable requirements and directions of the Landlord in respect of all removal and reinstatement works; and
 - (g) hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.
- 13.2 If the Tenant does not complete such removal and making good on the expiration of the Term (or in the case of the determination, within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all costs and expenses incurred by the Landlord in so doing.
- 13.3 In addition to clause 13.2, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.
- 13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to clause 13.3 (whichever is the earlier) ("**the compliance date**"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or the termination of this Lease.

14. LANDLORD'S OBLIGATIONS AND RIGHTS

14.1 Quiet Possession

Provided that the Tenant pays the rent and all other monies payable under this Lease and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 Reservation of Services

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage of any air conditioning equipment, fire sprinkler systems, pipes, ducts, cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections and Services.

14.3 Costs of Proceedings

If the Landlord may without fault on the Landlord's part be made a party to any litigation commenced by or against the Tenant, the Tenant must pay to the Landlord on demand by the Landlord all reasonable legal fees and disbursements (as between solicitor and client) incurred by the Landlord in connection therewith.

repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable). All costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

14.6 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due, and does not rectify such non-compliance within fourteen (14) days of written demand then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building of which the Premises forms part is damaged:

- (a) the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- (b) if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- (c) if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage; and
- (d) if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

- (c) any Tenant's Property in or on the Premises is seized or taken in execution under any judgment or other proceedings;
 - (d) the Tenant ceases to be able to pay its debts as they become due;
 - (e) any step is taken to enter into any arrangement between the Tenant and its creditors;
 - (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Tenant's assets or business; or
 - (g) the Tenant is deregistered or dissolved or any step is taken by any person towards that,
- then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

18.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- (a) the Tenant abandoning or vacating the Premises;
- (b) the Landlord re-entering the Premises or terminating the Tenant's leasehold interest in the Premises;
- (c) the Landlord accepting the Tenant's repudiation; or
- (d) conduct of the parties which may constitute a surrender by operation of law.

19. NOTICES

19.1 Any written notice to be given by one party to the other shall be signed by the party giving the notice or by an officer or the duly authorised solicitor or agent of that party. Notice may be given to a party:

- (a) by leaving it at the party's address last notified;
- (b) by sending it by pre-paid mail to the party's postal address last notified; or
- (c) by sending it by email to the party's email address last notified.

19.2 Notice is deemed received by a party:

Any notice served pursuant to this Lease is taken to be received:

- (a) if hand delivered, on the date of delivery; or
- (b) if sent by prepaid post within Australia, on the fourth Business Day after posting; or
- (c) if sent by email at the time shown in the delivery confirmation report generated by the sender's email system OR if the sender's email system does not generate a delivery confirmation report within twelve (12) hours of the time the email is sent, unless the sender receives a return e-mail notification that the email was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the email was sent.

19.3 However, if the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.

22.3 Acceptance of Rent Arrears

In respect of the Tenant's obligations to pay rent the acceptance by the Landlord of arrears of or any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligations to pay rent on the dates hereinbefore set out for payment of rental or in respect of the Tenant's continuing obligation to pay rent during the Term.

22.4 No Caveat

The Tenant must not lodge or cause or permit to be lodged any absolute caveat over the certificate of title for the Land or the Premises.

22.5 Landlord and Tenant Act

A notice under section 10 of the *Landlord and Tenant Act 1936* (SA) must allow fourteen (14) days for the Tenant to remedy a breach of this Lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord. No period of notice is required in respect of non-payment of rent.

22.6 Power of Attorney

If the Landlord becomes entitled to terminate this Lease and re-enter and take possession of the Premises (a statutory declaration of any duly authorised officer, employee or agent of the Landlord will be conclusive evidence for the purpose of the Registrar-General) then the Tenant irrevocably appoints the Landlord as the attorney of the Tenant to execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886* (SA). The Tenant must execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886* (SA).

22.7 Special Conditions

This Lease is subject to the special terms and conditions (if any) specified in Item 11 of Schedule 1 and if there is any inconsistency between any such special terms and conditions and any of the provisions of this Lease then such special terms and conditions will prevail.

child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'

- 1.2 The Tenant represents to the Landlord that it has complied with and will ensure that it continues to comply with its requirements under the *Children and Young People (Safety) Act 2017* (SA), the *Children and Young People (Safety) Regulations 2017* (SA), the *Child Safety (Prohibited Persons) Act 2016* (SA) and the *Child Safety (Prohibited Persons) Regulations 2019* (SA) in relation to the operation by the Tenant of the Holdfast Bay Community Centre and the Tenant's occupation of the Premises for the Permitted Use.
- 1.3 The Tenant must act in the best interests of the community at large.
- 1.4 As the Tenant's Permitted Use of the Premises involves working with children, the Tenant, at its own cost and expense, must ensure at all times during the term of this Lease, that the Tenant and all of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises, hold and maintain a valid Working With Children Check issued by the Department of Human Services Screening Unit in accordance with the *Child Safety (Prohibited Persons) Act 2016* (SA) (**WWCC**).
- 1.5 The Tenant must, at the request of the Landlord, provide copies of all valid WWCC's held by the Tenant and any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises.
- 1.6 The Tenant must also, at the request of the Landlord, obtain and provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who provide services from the Premises.
- 1.7 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within ten (10) Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

2. Tenant's Fixtures and Fittings

- 2.1 For the avoidance of doubt, the Tenant acknowledges that the Landlord has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.
- 2.2 At the expiration or earlier determination of the this Lease, if requested in writing by the Landlord, the Tenant must, in consideration for \$1.00 (if demanded) transfer ownership to the Landlord all such fixtures and fittings within the Premises, free of any other interests, which are nominated by the Landlord pursuant to this special condition.

3. Clean and Tidy

The Tenant must leave the Premises and any Licence Area in a clean and tidy state at the end of each use.

4. Alcohol

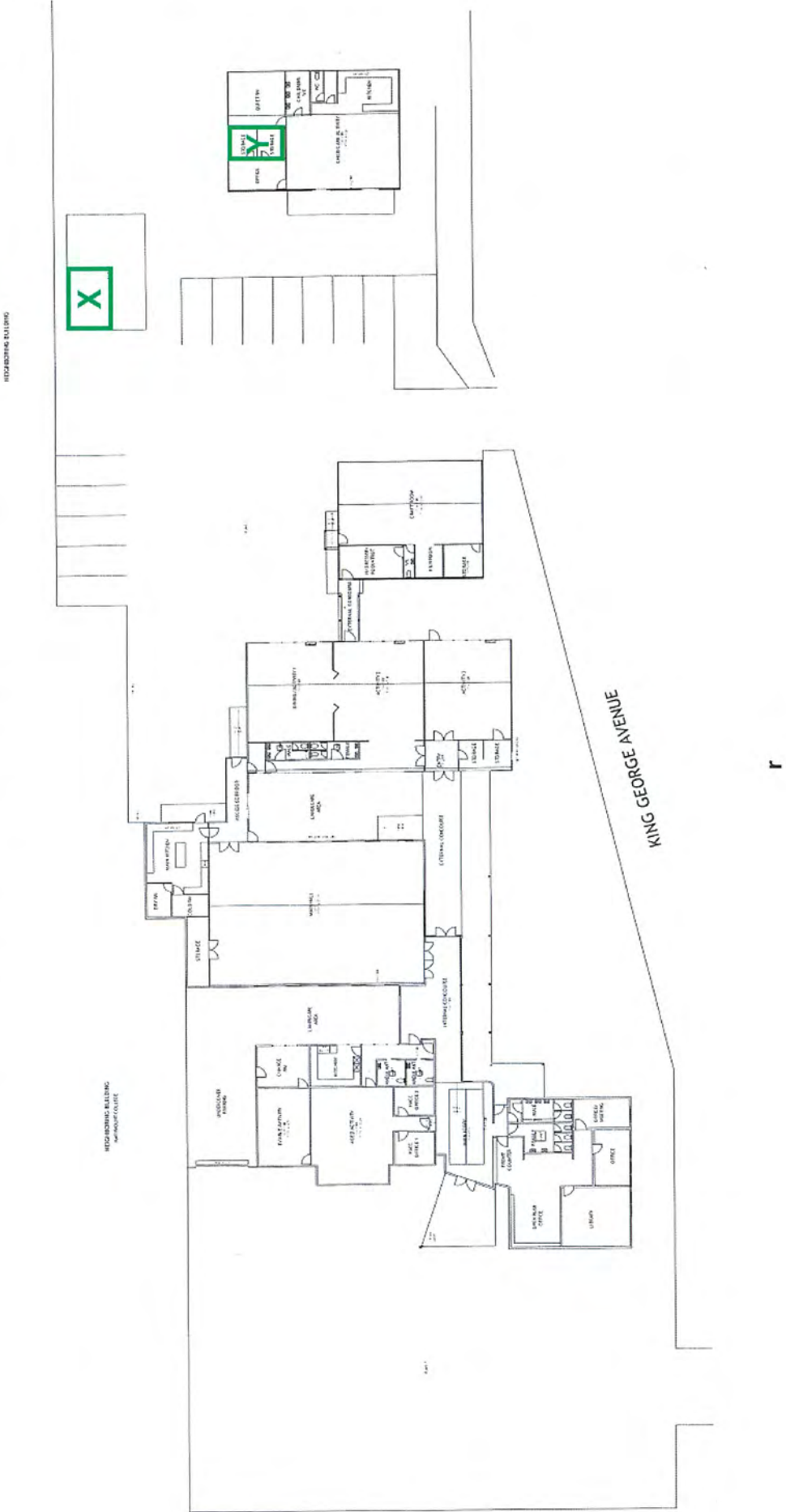
The Tenant must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land.

- 7.4 The public risk insurance which the Lessee is required to take out and maintain pursuant to this Lease must extend to cover the Storage Areas and the access and egress ways thereto.
- 7.5 Notwithstanding anything else herein contained, the Lessee acknowledges and agrees that, the Lessor may, in its absolute and unfettered discretion and at any time during the term hereof:
- (a) increase or decrease the size of, or change the location of the Storage Areas from time to time; and
 - (b) require vacant possession of either one or both of the Storage Areas by giving not less than one (1) months' notice in writing to the Lessee and the Lessee shall forthwith deliver up the relevant Storage Area(s) on the date as specified in the notice in a clean and tidy state and otherwise in the same condition as they were in as at the commencement date of this Lease (fair wear and tear excepted),
- AND the Lessee shall have no recourse against the Lessor as a result of the Lessor exercising its rights pursuant to this special condition.
- 7.6 For the purpose of the rent review provisions contained in this Lease, the Storage Areas shall be deemed to form part of the Premises.

<u>Item</u>	<u>Tenant Obligation</u>	<u>Landlord Obligation</u>
Electrical services, sub switchboards, distribution boards and power lighting circuits	<ul style="list-style-type: none"> • Full responsibility for repair and replacement 	<ul style="list-style-type: none"> • Nil responsibility
Doors, locks, etc.	<ul style="list-style-type: none"> • Full responsibility for repair and replacement 	<ul style="list-style-type: none"> • Nil responsibility
Heater, gas or electric, etc,	<ul style="list-style-type: none"> • Full responsibility for repair and replacement 	<ul style="list-style-type: none"> • Nil responsibility
Consumer mains	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility
Lighting fixtures	<ul style="list-style-type: none"> • Replace lights and globes, ballasts and fuses, replace/repair wiring connections as and when required 	<ul style="list-style-type: none"> • Nil responsibility
Smoke detectors	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Carpets	<ul style="list-style-type: none"> • Clean, repair and replace to appropriate finish as and when required 	<ul style="list-style-type: none"> • Nil responsibility
Vinyl/concrete/tiled/other floors	<ul style="list-style-type: none"> • Clean, polish, repair and replace to appropriate finish as and when required 	<ul style="list-style-type: none"> • Nil responsibility
Internal walls/screens	<ul style="list-style-type: none"> • Clean, keep free of mould and grime, repair damage caused by use, repair cracking as and when required 	<ul style="list-style-type: none"> • Replacement and structural maintenance responsibility for structural walls only.
Ceilings	<ul style="list-style-type: none"> • Clean, keep free from cobwebs, dust, etc and repaint and repair as and when required 	<ul style="list-style-type: none"> • Replace due to structural failure only
Paint finishes	<ul style="list-style-type: none"> • Touch up and repaint where damaged as and when required • Repaint as required by clause 6.10 	<ul style="list-style-type: none"> • Nil responsibility

[illegible]

SCHEDULE 3A – PLAN OF STORAGE AREAS



IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

THE LANDLORD DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE
WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE
TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

SIGNED as an agreement


DATED


The **Common Seal** of the **City of Holdfast Bay** was
hereunto affixed in the presence of:

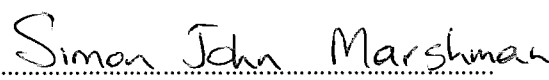
.....
Mayor

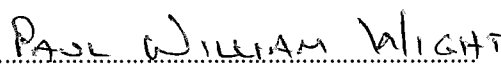
.....
Chief Executive Officer

The **Common Seal** of **Trinity Bay Incorporated**
was hereunto affixed pursuant to the *Associations
Incorporation Act 1985 (SA)* in accordance with its
Constitution:


.....
Chairperson
(Please delete as applicable)


.....
Committee / ~~Board~~ Member
(Please delete as applicable)


.....
Full Name (please print)


.....
Full Name (please print)

Attachment 4

LEASE

BETWEEN

CITY OF HOLDFAST BAY

(Landlord)

and

SPINAL CORD INJURIES AUSTRALIA

(Tenant)

PORTION OF HOLDFAST BAY COMMUNITY CENTRE

51 KING GEORGE AVENUE HOVE SA 5048



LEASE

PARTIES

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

AND THE PARTY NAMED IN ITEM 1 OF SCHEDULE 1 (Tenant)

BACKGROUND

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

AGREED TERMS

1. INTERPRETATION AND DEFINITIONS

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

1.1 **Accounting Period** means respectively:

- (a) the period from the Commencement Date to the next 30th June;
- (b) each successive period of twelve (12) months commencing on the 1st July and expiring on the next 30th June during the Term;
- (c) the period from the 1st July in the last year of the Term to the date of expiration or termination of this Lease.

1.2 **Building** means the buildings erected on the Land and includes the Landlord's Property.

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

1.4 **Common Areas** means those portions of the Land designated by the Landlord for common use by the occupiers of the Land and their employees invitees and licensees (if any).

1.5 **CPI Rent Review** is a review of the then current annual rent of the Premises to an amount calculated by changing the rent payable by the Tenant during the year immediately preceding the review date (disregarding any rent free period or other incentive) by a percentage figure equal to the amount (expressed as a percentage) by which the Consumer Price Index (Adelaide - All Groups) has changed during the one year period immediately preceding the relevant review date provided that if during the term the Consumer Price Index ceases to be published or substantially changes, the Landlord will select another similar index or indicator of changes in consumer costs in lieu of the Consumer Price Index for the purposes of this definition.

1.6 **Default Rate** means a rate of two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates.

- 1.7 **GST** has the meaning given to it under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any similar or ancillary legislation.
- 1.8 **Land** means the land described in Item 3 of Schedule 1.
- 1.9 **Landlord** means the City of Holdfast Bay and includes:
- (a) the successors and the assigns of the Landlord if the Landlord is a body corporate; and
 - (b) (where the context allows) any servants workmen or agents of the Landlord,
- 1.10 **Landlord's Property** means all Landlord's fixtures, fittings, plant, equipment, services, chattels and any other goods installed or situated in or on the Land by or behalf of the Landlord and available for use by the Tenant.
- 1.11 **Outgoings** means (to the extent that the same are not specifically payable by any tenant of the Building or the Tenant pursuant to this Lease) all amounts paid or payable by the Landlord or payments which the Landlord incurs or may be or become liable for in any one Accounting Period or in any other lesser or relevant period in respect of the Land whether by direct assessment or otherwise howsoever and includes:
- (a) all rates taxes charges assessments outgoing levies and impositions whatsoever which may be assessed charged or imposed in respect of the Land including any charges for excess water but excluding income tax capital gains tax and all other taxes applicable to income or capital gain payable by the Landlord;
 - (b) all insurance premiums and other charges including stamp duty payable by the Landlord in relation to policies of public risk insurance covering the Building and the Landlord's Property therein (including all glass if applicable) against normal and usual risks deemed necessary by the Landlord (including but without limiting the generality thereof loss or damage by fire, explosion, storm, lightning, earthquake, tempest, flood, burst pipes, impact, aircraft and articles dropped therefrom, riot, civil commotion and malicious or accidental damage, loss of rent and machinery breakdown) to the full insurable value thereof;
 - (c) insurance premiums and other charges including stamp duty for workers compensation insurance for all employees of the Landlord engaged in employment in the Building;
 - (d) the costs of electricity or other sources of energy consumed in the production and reticulation of chilled water and conditioned air for the air conditioning equipment servicing the Building;
 - (e) all costs in connection with the repair, maintenance, operation, supply, replacement and renovation of lifts, air conditioning equipment, fire protection equipment, all other services and plant and equipment in the Land from time to time;
 - (f) all costs in connection with the cleaning, lighting, heating and air-conditioning of the Land and Common Areas and providing supplies and consumables for toilets, washrooms and other facilities provided to the Land;
 - (g) all costs in connection with the maintenance, repair, replacement and renovation of car parking areas, pedestrian areas and landscaped areas within and around the Land;
 - (h) all costs in connection with caretaking and security services;
 - (i) all costs (including employment and other usual employment on-costs) of the management, control and administration of the Land;
 - (j) the cost of maintaining lighting servicing and repairing the Building such cost comprising the gross costs and expenses of every kind and nature incurred by the Landlord including but not limited to the replacement of parts necessary to keep any of the plant, machinery and equipment in good working order and condition, resurfacing and repainting, pest control, and caretaking services, emergency evacuation systems and procedures, access

control systems, replanting and re landscaping, directional signs and other markers, patrol of the Common areas and supervision of traffic directions when reasonably required, car stops, lighting and other utilities and the cost of electricity consumed therein and all things necessary in the reasonable opinion of the Landlord for the operation maintenance repair and/or renovation of the Common Areas in a state of good and sanitary order condition and repair; and

- (k) all reasonable legal, accounting and other professional fees incurred in connection with the conduct and operation of the Building and in particular any such fees of and incidental to the preparation of any estimates or statements of Outgoings or otherwise required to be furnished by the Landlord to the Tenant hereunder or at law.
- 1.12 **Premises** means the premises specified in Item 2 of Schedule 1 and includes any improvements and Landlord's Property erected or located on the Premises from time to time.
- 1.13 **rent** means the rent payable under this Lease.
- 1.14 **Review Date** means the respective date(s) set out in Item 7 of Schedule 1.
- 1.15 **Rules and Regulations** means the procedures and rules and regulations annexed hereto as Schedule 4 and so entitled and or as may from time to time be made, varied or amended by the Landlord pursuant to this Lease.
- 1.16 **Services** means the services (such as gas, electricity, water, sewerage, drainage, communications, fire fighting, air conditioning, lifts, plant, equipment, grease trap, range hood, pipes and cables) to or of the Building or any premises in or the Land, provided by authorities, the Landlord or any person authorised by the Landlord.
- 1.17 **Tenant** means the Tenant named in Item 1 of Schedule 1 and includes:-
- (a) the executors administrators and permitted assigns of the Tenant if the Tenant is a natural person;
 - (b) the successors and the permitted assigns of the Tenant if the Tenant is a body corporate;
 - (c) any and all trust or trusts of which the Tenant is trustee; and
 - (d) (where the context allows) any servants workmen or agents of the Tenant and any other person in or about the Land at any time at the request or invitation of or under the control or direction of the Tenant.
- 1.18 **Tenant's Property** means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Tenant.
- 1.19 **Tenant's Proportion** means the same proportion as the lettable area of the Premises bears to the whole of the lettable area of the Building, such lettable areas to be determined in accordance with the Property Council of Australia 1997 method of measurement or such other method of measurement as the Landlord reasonably determines.
- 1.20 **Term** means the term specified in Item 5 of Schedule 1 and includes the term of any extension or renewal and period of holding over of this Lease.
- 1.21 Headings to clauses shall not form part of this Lease or be used for the purpose of interpretation but shall be deemed to be for the purpose only of facilitating reference to the various provisions of this Lease.
- 1.22 Where the context of this Lease permits or requires:
- (a) words in the singular shall include the plural and words in the plural include the singular;
 - (b) words of or importing the masculine gender include the feminine gender; and
 - (c) words referring to a person include a body corporate.
- 1.23 A reference to any statute code or regulation includes all amendments and revisions made from

time to time to that statute code or regulation and any statute code or regulation passed in substitution therefor or incorporating any of its provisions.

- 1.24 Any provision of this Lease which by virtue of any statute or law that is invalid void or unenforceable, is capable of severance without affecting any other provision of this Lease.
- 1.25 Unless otherwise stated, the Landlord may in its discretion give (conditionally or unconditionally) or withhold any approval or consent under this Lease.
- 1.26 If the Tenant comprises two or more persons the word "Tenant" will apply to them jointly and each of them severally.

2. GRANT OF LEASE

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

3. RENT AND RENT REVIEW

3.1 Rent

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

3.2 Rent Review

- (a) The rent will be reviewed as at the times and in the manner specified in Item 7 of Schedule 1.
- (b) Until the rent is determined or agreed in accordance with the relevant rent review formula the Tenant will continue to pay to the Landlord rent at the rate applicable immediately prior to the relevant Review Date. On the first day for payment of rent after the rent is determined or agreed in accordance with this clause the Tenant must pay the new rent to the Landlord together with an adjustment (if any) in respect of the period from the date of the rent review until the date of such payment.
- (c) The rent payable pursuant to any review of rent will in no case be less than the rent payable immediately prior to the relevant Review Date.

4. GST

Unless otherwise stated in Item 11 of Schedule 1, rent and other monies payable by the Tenant to the Landlord pursuant to this Lease do not include any GST. If GST is chargeable with respect to the payment by the Tenant to the Landlord of rent and or other monies pursuant to this Lease, the Tenant must on demand pay the GST or reimburse the Landlord for any GST paid or payable by the Landlord with respect to such rent and or other monies. The Landlord must provide to the Tenant an appropriate tax invoice in respect of any such GST payment or re-imbursement by the Tenant.

5. RATES, TAXES AND OUTGOINGS

5.1 Not used

5.2 Utility Charges

- (a) The Tenant must pay as and when the same fall due, all charges for gas electricity oil and water separately metered and consumed in or on the Premises and also all charges in respect of any telephone services connected to the Premises and all other charges and impositions imposed by any public utility or authority for the supply of any other utility

service separately supplied or consumed in respect of the Premises.

- (b) If the Tenant defaults in payment of any of the charges referred to in clause 5.2(a) then the Landlord may pay the same and recover the amount paid as if the same were rent in arrears payable by the Tenant.

5.3 Payment Of Outgoings

- (a) The Tenant must pay the Tenant's Proportion of the Outgoings by way of equal monthly payments together with the rent each month or by way of lump sum payments as Outgoings are incurred or payable by the Landlord (as the Landlord may direct). If the period in which any particular outgoing is payable does not coincide with a year of this Lease, the amount the Tenant is to pay in the first and last years of this Lease is to be adjusted proportionately.
- (b) The Landlord will calculate the actual amount payable by the Tenant pursuant to clause 5.3(a) as soon as possible after 30 June in each Accounting Period and will adjust any difference. Any over-payment by the Tenant will be credited to the first payment due by the Tenant after the assessment is made (or refunded if this Lease is at an end) and any under-payment by the Tenant shall be added to the first payment to be made by the Tenant after the assessment is made (or will be paid by the Tenant on demand if this Lease is at an end).

6. MAINTENANCE AND REPAIRS

6.1 Maintenance

- (a) The Tenant must keep and maintain the Premises, the Tenant's Property and any Services situated within the Premises and which exclusively service the Premises in good and substantial repair and condition and where appropriate in good working order, which includes an obligation to ensure that all electrical wiring and appliances are at all times in a safe condition.
- (b) not used.
- (c) If the Landlord so requires, the Tenant must promptly repair any damage to the Premises caused or contributed to by the act, omission, negligence or default of the Tenant. Any work must be undertaken by appropriately qualified contractors and/or tradesmen and in a proper and professional manner.
- (d) In addition to the maintenance, repair and replacement obligations outlined in this clause 6.1 (and this Lease generally) the respective responsibilities of the Landlord and the Tenant for the maintenance that is reasonably expected to be needed during the Term including planned structural maintenance, painting and replacement or renovation works are set out in Schedule 2 (**Maintenance**).
- (e) The Tenant must, when requested to do so by the Landlord, provide the Landlord with:
 - A. a copy of all invoices, receipts, records, reports, certificates and other related information in relation to all maintenance, repair and replacement works carried out by (or on behalf of) the Tenant during the Term;
 - B. a report setting out all projected items of Maintenance, the approximate date when each item of maintenance is likely to be required and the estimated cost; and
 - C. a report setting out the amount of money currently set aside by the Tenant for Maintenance.

6.2 Maintenance of Plant and Equipment

If the Tenant exclusively uses any plant or machinery installed in the Premises or the Landlord installs any plant or machinery at the request of the Tenant within or servicing the Premises then

the Tenant must keep all such plant or machinery maintained serviced and in good repair and will enter into and keep current at the Tenant's expense such maintenance service and repair contracts as are reasonably required by the Landlord for that purpose with contractors approved by the Landlord.

6.3 Tenant's Other Maintenance Obligations

The Tenant must at the Tenant's expense:

- (a) ensure that all waste is placed daily in suitable receptacles and subject to this clause 6.3, ensure the Premises is cleaned regularly in a proper and professional manner and ensure all waste and refuse is promptly and regularly removed from the Land;
- (b) as soon as is reasonably possible make good any damage to any part of the Building (including the Common Areas) or to the Premises or any part thereof (including ceilings) caused or contributed to by the Tenant;
- (c) immediately replace all broken glass in respect of the Premises;
- (d) take all proper precautions to keep the Premises free from pest infestation and if required by the Landlord engage a pest exterminator approved by the Landlord for that purpose;
- (e) repair or where appropriate replace any Landlord's Property such as heating lighting electrical and plumbing fittings installed in the Premises broken or damaged by the Tenant;
- (f) comply with all statutes ordinances proclamations orders and regulations affecting the Premises or any fixtures or fittings installed by the Tenant; and
- (g) comply with any notices or orders which may be given by any statutory or regulatory authority in respect of the Premises or their use by the Tenant and keep the Landlord indemnified for all such matters.

6.4 Repairs

If at any time during this Lease the Landlord, or the Landlord's agents or contractors find any defect decay or want of repair in the Premises or find any state or condition thereof contrary to any covenant or agreement on the part of the Tenant contained in this Lease, the Landlord, or the Landlord's agent may give to the Tenant notice in writing to make good repair restore or amend the same within a reasonable time to be therein stated and the Tenant must within such time sufficiently and in good and proper and professional manner make good repair restore or amend the same to the reasonable satisfaction of the Landlord and if the Tenant fails to comply with any such notice the Landlord may (but is not obliged to do so) by or with the Landlord's attorney agent and or contractors enter into and upon the Premises and carry out the requirements of such notice (causing as little disturbance to the Tenant as is practicable) provided that the Tenant may require the Landlord, Landlord's attorney agent and or contractors to be accompanied at all times by a representative of the Tenant. All costs charges and expenses incurred by the Landlord in so doing will be a debt due from the Tenant to the Landlord payable on demand and recoverable in the same manner in all respects as the rent hereby reserved.

6.5 Cleaning

- (a) The Tenant must ensure the Premises is routinely and properly cleaned (including without limitation to arrange for all rubbish waste and garbage to be regularly removed from the Premises).
- (b) If the Landlord provides or requires a service for the routine cleaning of the Building or the Premises then the Tenant must, if reasonably requested by the Landlord, use such service for the cleaning of the Premises (to the extent the service applies) and must permit the Landlord's cleaning contractors to have access to the Premises at all reasonable times

for the purpose of carrying out such cleaning provided that the Tenant may require the Landlord's cleaning contractors to be accompanied at all times by a representative of the Tenant. The Tenant must pay to the Landlord in addition to the rent and as and when required by the Landlord, all costs of the cleaning of the Premises and the Tenant's Proportion of the overall costs of the cleaning of the Building (including any Common Areas).

6.6 Notice of Defect

The Tenant must promptly give notice to the Landlord (or where appropriate to the appointed agent of the Landlord) of:

- (a) any damage and of any accident to or defect or want of repair in the Land or in the Premises or in any Services or other facilities provided by the Landlord and including any danger, risk or hazard; or
- (b) any circumstance or event which the Tenant ought reasonably be aware might cause danger, risk or hazard to any person within the Premises or the Building.

6.7 Common Areas and Grounds

The Tenant must not deposit or cause permit or suffer to be deposited any debris refuse or rubbish of any kind in or on any Common Areas grounds gardens yards lanes ways or rights of way or in or on any public road or footway abutting upon or adjacent to the Premises or the Land.

6.8 Inspection and Landlord Works

The Tenant must permit the Landlord and the Landlord's agents and contractors and all persons authorised by them at all reasonable times of the day and on reasonable notice to enter the Premises to examine the state of repair and condition thereof, carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2, and execute repairs or to paint the Premises or any part thereof (which the Landlord may do without prejudice to any covenant or agreement on the part of the Tenant contained in this Lease) provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant. The Landlord in executing such repairs or painting must use reasonable endeavours to cause as little disturbance to the Tenant as is practicable.

6.9 Employment of Contractors

If any work has to be done by the Tenant in or about the Premises in order to comply with the Tenant's obligations pursuant to this Lease the Tenant must engage and employ only such contractors as have a public liability policy for an amount which in the reasonable opinion of the Landlord is adequate and who are previously approved of in writing by the Landlord or the Landlord's architect.

6.10 Repainting

At or immediately before the expiration or earlier determination of this Lease, the Tenant shall repaint with two coats of premium quality paint in a thorough and workmanlike manner those internal parts of the Premises which previously have been painted. Such painting shall be done in such manner and with such paint as the Landlord may reasonably direct.

6.11 Capital and Structural Works

Nothing contained in clauses 6.1 to 6.10 (inclusive) and clause 9.4 shall oblige the Tenant to do work of a structural or capital nature unless such work is required as a result of the act, neglect or default of the Tenant.

7. ALTERATIONS AND ADDITIONS

7.1 Alterations by Tenant

- (a) The Tenant must not install or use in the Premises internal partitions other than of a standard and specification previously approved in writing by the Landlord.
- (b) The Tenant must not install or place in the Premises any heavy item fixture or fitting which may (in the reasonable opinion of the Landlord) cause unreasonable noise or vibrations, overload the switchboard or cause structural or other damage to any part of the Building.
- (c) The Tenant must not make alterations or addition to the Premises nor install or alter any partitioning or temporary or permanent structures or fittings in the Premises without the Landlord's prior written approval, and:
 - A. in seeking the Landlord's approval to a proposed alteration, addition or installation the Tenant must submit plans and specifications of the proposed work;
 - B. if the Landlord agrees to grant its approval, then such approval may be granted subject to any conditions the Landlord considers appropriate, including:
 - i. any such work be supervised by a person nominated by the Landlord;
 - ii. any such work be executed by contractors or tradesmen in a proper and professional manner under the supervision of appropriately qualified persons approved by the Landlord with public liability insurance for an amount that in the reasonable opinion of the Landlord is adequate;
 - iii. the Tenant pays all reasonable costs incurred by the Landlord in considering the proposed works and their supervision including the fees of architects or other consultants employed by the Landlord;
 - iv. the Tenant obtains all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and on request by the Landlord produces for inspection to the Landlord copies of all such approvals and permits;
 - v. upon completion of the works, the Tenant must produce to the Landlord any certificates of compliance issued by any such statutory or regulatory authority; and
 - vi. the Tenant reimburses the Landlord any reasonable cost or expense that it incurs as a result of the installation operation or removal of any such equipment fixture fitting or machinery.

7.2 Alterations by Landlord

- (a) The Tenant will permit the Landlord and any person authorised by the Landlord:
 - A. to carry out inspections of or modifications or additions to or other works on the Land (including the Premises where the Landlord has given reasonable prior notice to the Tenant); and
 - B. where the Landlord has given reasonable prior notice to the Tenant to enter the Premises for the purpose of carrying out such works causing as little disturbance as is practical to the Tenant in undertaking such works provided that the Landlord may not commence to carry out any alteration or refurbishment to the Land (other than routine maintenance or repairs) that is likely to adversely affect the Tenant's use of the Premises unless:
 - C. the Landlord has given the Tenant at least one (1) month's notice of the proposed alteration or refurbishment; or
 - D. the alteration or refurbishment is required by an emergency and the Landlord has

given the Tenant the maximum period of notice that is reasonably practicable in the circumstances,

provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises.

- (b) Subject to the preceding subclause in an emergency the Landlord may without notice enter the Premises and carry out any works deemed necessary by the Landlord;
- (c) Except as permitted by the Act, the Tenant will not make any claim or commence any action against the Landlord for breach of this clause or otherwise in respect of such entry on to the Premises or the execution of any of the works contemplated by this clause.

8. ASSIGNMENT AND OTHER DEALINGS

8.1 Assignment, Subletting and Disposal of Tenant's Interests

- (a) The Tenant must not transfer or assign the Premises or any part thereof or assign, transfer or otherwise dispose of this Lease.
- (b) The Tenant must not:
 - A. grant a sub-lease, licence of concession for the whole or any part of the Premises;
 - B. part with or share possession of the whole or any part of the Premises; or
 - C. mortgage or otherwise charge or encumber the Tenant's interest in this Lease.
- (c) If the Tenant is a company (except a company whose shares are listed on a stock exchange in Australia) a transfer of shares (except as a result of inheritance) totalling more than one half of the issued share capital of the Tenant, or of the controlling interest of the Tenant will be deemed to be an assignment of this Lease and is not permitted.

9. USE OF PREMISES

9.1 Permitted Use

- (a) The Tenant must use the Premises only for the purpose specified in Item 4 of Schedule 1 or other purposes incidental thereto or for such other purposes for which the Landlord may give prior written approval.
- (b) The Tenant must not use the Premises or any part thereof nor cause permit or allow anyone to sleep on the Premises, nor carry on or cause permit or allow to be carried on upon the Premises or any part thereof for any noxious noisome or offensive art trade business occupation or calling and must not use the Premises or any part thereof or cause permit or allow the same to be used for any unlawful purpose.

9.2 No Warranty by Landlord

The Tenant warrants to the Landlord that the Tenant has relied on the Tenant's own judgement and expertise and the Tenant's experts in deciding that the Premises are suitable for the Tenant's purposes and that the Landlord has given no promise, representation or warranty to the Tenant as to the use to which the Premises may be put and that the Tenant has satisfied itself thereof and the Tenant will be deemed to have accepted this Lease with full knowledge of, and subject to, any prohibition or restrictions on the use thereof under or in pursuance of any Act, Ordinance, Regulation, By-law or other statutory enactment or order of Court. Should the Permitted Use require the consent of any authority under or in pursuance of any such Act, Ordinance, Regulation, By-law or other enactment or order of Court the Tenant must obtain such consent at the Tenant's own cost and expense. To the fullest extent permitted by law all warranties as to suitability and as to adequacy implied by law are hereby expressly negated.

9.3 Signs

The Tenant must not allow any advertisement notice poster hoarding or sign to be affixed to or placed near any window in the Premises so as to be visible from the outside of the Building except where the Landlord's consent is obtained and where all relevant laws and statutory requirements are satisfied.

9.4 Compliance with Acts, By Laws and Regulations

Subject to clause 6.11, the Tenant must at the Tenant's cost and expense:

- (a) comply with every notice order or requirement relating to the Premises and requiring any condition defect or want of reparation to be remedied which may be given or made to the Landlord or to the Tenant in pursuance of the *South Australian Public Health Act (2011)* (SA) and or the *Local Government Act (1999)* (SA) or Acts for the time being in force in the State of South Australia and or any other Act or Acts of Parliament or any by-laws rules or regulations made under or in pursuance of any such Act or Acts or purporting so to be and will comply therewith within the time limited therein for complying therewith. If the Tenant fails to comply with any statutory or regulatory obligations the Landlord may comply therewith (but it not be obligatory for the Landlord to do so) and all costs charges and expenses incurred by the Landlord in so doing will be a debt due and recoverable from the Tenant in the same manner in all respects as the rent is recoverable; and
- (b) take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or in pursuance of any Statute now or hereafter in force or which may be required by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto and also at the Tenant's own expense in all things, do all such other acts matters and things in relation to fire safety as are or may from time to time be directed or required to be done or executed (whether by the owner or occupier of the Premises) by any authority (whether Governmental municipal civic or other) having jurisdiction in relation thereto pursuant to any law now or hereafter in force.

9.5 Use of Premises and Provision of Emergency Number

The Tenant must:

- (a) advise the Landlord (or where applicable the Landlord's agent) of the telephone number of the Tenant's nominated emergency after hours contact and must keep the Landlord or the Landlord's agent informed of any change of such telephone number;
- (b) not used;
- (c) not do anything whereby the Services such as the working or efficiency of the air conditioning plant servicing the Building or the Premises may be affected;
- (d) upon the cessation of the Tenant's right to occupy the Premises, deliver to the Landlord or the Landlord's Agent all keys and or access cards to the Premises; and
- (e) observe the Rules and Regulations.

9.6 Restrictions on Use

The Tenant must not:

- (a) use or permit to be used for other than their designed purposes any of the fixtures or fittings in the Premises or the Building;
- (b) store or use inflammable or dangerous substances upon the Premises (except as may be necessary for the ordinary conduct of the Permitted Use of the Premises by the Tenant in which case the Tenant undertakes to notify the Landlord in writing of the maximum quantity of any such inflammable or dangerous substance that the Tenant intends to store on the Premises);

- (c) cause permit or allow on the Premises or in the Building anything which in the reasonable opinion of the Landlord may become a nuisance or disturbance obstruction or cause of damage whether to the Landlord or to other tenants or users of the Building nor use the Premises in any noisy noxious or offensive manner;
- (d) do any act or thing, or permit any activities which may discredit the Landlord;
- (e) obstruct or interfere with any of the entrances of the Building or Common Areas;
- (f) permit any sign advertisement name or notice to be placed on any part of the Premises or the Building where such sign advertisement name or notice is of an incongruous or unsightly nature having regard to the character and use of the Building and prior to the installation or placement of any sign advertisement name or notice the Tenant must:
 - A. obtain the Landlord's prior written consent; and
 - B. obtain the prior consent of any relevant statutory or regulatory authority;
- (g) use or permit to be used any radio record player tape or video recorder television loudspeaker screen or other like equipment likely to be heard or seen from outside the Premises; or
- (h) conduct or permit to be conducted on the Premises any auction or fire sale.

9.7 Heavy Machinery

- (a) The Tenant must not bring upon the Premises any heavy machinery or other plant or equipment not reasonably necessary or proper for the conduct of the Tenant's permitted use of the Premises. In no circumstances must the Tenant bring upon the Premises any heavy machinery or other plant or equipment:
 - A. of such nature or size or weight as to cause or (in the reasonable opinion of the Landlord) be likely to cause any structural or other damage to the floors or walls or any other parts of the Land, or
 - B. of such construction or manufacture as to cause to emanate therefrom any noise or vibration or noxious odour fume or gas that could pervade the Premises or escape therefrom to the discernible notice of any person outside the Premises.
- (b) Prior to bringing upon the Premises any heavy machinery or other plant or equipment permitted to be brought upon the Premises the Tenant must inform the Landlord of the Tenant's intention so to do and the Landlord or the Landlord's architects or engineers may direct the routing installation and location of all such machinery plant and equipment. The Tenant must observe and comply with all such directions and any reasonable fees payable to the Landlord's architects or engineers in connection with ascertaining the safest and most favourable and convenient method of routing installing and locating such machinery plant and equipment as aforesaid must be paid by the Tenant on demand.

9.8 Locks and Keys

The Tenant must not tamper with or change any lock of the Premises or have any keys of such locks cut without the consent of the Landlord or its agent. The Tenant will pay for any keys or change required to any lock and in the event of the Landlord or its agent being required to open the Premises the Tenant will pay a reasonable fee fixed by the Landlord or the Landlord's agent.

9.9 Use of Conduits

The Tenant must allow the Landlord and other occupiers of the Land the free and uninterrupted passage of gas water and electricity through and along the services including electrical services situated under in or on the Premises.

9.10 Blinds and Awnings

The Tenant must not erect or affix any blinds or awnings to the outside of the Premises or any

blinds to the interior of the windows display windows or doors thereof or affix any fittings to the floors walls or ceilings of the Premises without the prior consent in writing of the Landlord which consent may be granted or refused or granted subject to conditions in the discretion of the Landlord.

9.11 Airconditioning

Where any plant machinery or equipment for heating cooling or circulating air is provided or installed by the Landlord in the Premises or in the Building for the benefit of tenants of the Building (**airconditioning plant**):

- (a) the Tenant must comply with and observe the reasonable requirements of the Landlord in respect of the airconditioning plant;
- (b) to the maximum extent permitted by law, the Landlord will be under no liability to the Tenant in respect of the Landlord's inability or failure to operate service maintain replace or repair the airconditioning plant at any time for any reason and the Tenant acknowledges that the Landlord does not warrant that the airconditioning plant (if any) is suitable or adequate for the business to be conducted in the Premises by the Tenant; and
- (c) the Tenant must permit the Landlord and all persons authorised by the Landlord at all reasonable times on giving to the Tenant reasonable prior notice (except in the case of emergency where no notice is required) to enter the Premises to view the state of repair of the airconditioning plant and there remain for the purpose of carrying out any necessary or desirable maintenance servicing or repair to or replacement of the airconditioning plant provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises.

9.12 Electricity Supply

If the Landlord and the Tenant have entered into an agreement as to the supply by the Landlord to the Tenant of electricity for the Premises then the terms and conditions of such agreement will apply to the parties and any breach by the Tenant of that agreement will be deemed to be a breach by the Tenant of this Lease. In the absence of any such agreement between the Landlord and the Tenant, the following provisions apply:

- (a) If at the Commencement Date the Landlord supplies electricity to the Premises and requires the Tenant to purchase such electricity from the Landlord, the Tenant must pay to the Landlord for all such electricity at such rate as the parties may agree from time to time and in the absence of such agreement at the maximum rate applicable under the *Electricity (General) Regulations 2012* (SA).
- (b) Notwithstanding clause 9.12(a), there is no obligation on the Landlord to supply or continue to supply electricity to the Premises and upon giving at least sixty (60) days prior written notice to the other either:
 - A. the Landlord may elect to cease selling electricity to the Tenant, or
 - B. the Tenant may elect to cease purchasing electricity from the Landlord.
- (c) If either the Landlord elects to cease selling electricity to the Tenant or the Tenant elects to cease purchasing electricity from the Landlord in accordance with the preceding subclause, the Tenant must on or before the time at which such sale and purchase is to cease pursuant to the notice given in accordance with clause 9.12(b):
 - A. enter into a contract to purchase electricity for the Premises from a licensed electricity retailer of the Tenant's choice;
 - B. ensure that any such contract contains a provision that such electricity retailer must provide details to the Landlord concerning the Tenant's consumption of electricity in or in relation to the Premises; and

- C. install at no cost to the Landlord such new or additional equipment and meters as may reasonably be necessary to supply and record the supply of electricity to the Premises.
- (d) If the Tenant is supplied electricity via an Inset Network (as defined in the *Electricity (General) Regulations 2012* (SA) on the Land, the Tenant must pay to the Landlord the Tenant's share of Inset Network charges such share to be as is reasonably determined by the Landlord from time to time taking into account the quantum of electricity provided to the Premises and the quantum of electricity provided to other premises situate on the Land.
- (e) Save to the extent caused or contributed to by the Landlord's negligence, the Landlord shall not be liable to the Tenant for any failure of electricity supply to the Premises.

10. Not used

11. INSURANCE

11.1 Tenant's Insurance

At its own expense, the Tenant shall maintain during the term of this Lease the following insurance:

- (a) a policy of public risk insurance with respect to the Premises and the business or businesses carried on in the Premises for a sum of not less than the amount specified in Item 8 of Schedule 1. Such amount shall be in respect of any one single accident or event and extend to claims, loss and damage the subject of the indemnity contained in clause 12.2;
- (b) a policy to insure all permitted additions to the Premises carried out by the Tenant and to insure all of the Tenant's fixtures, fittings and property including stock against loss or damage by any cause and for their full replacement value; and
- (c) plate glass insurance in respect of all plate glass (including windows) in the Premises.

11.2 Certificates of Insurance

All policies of insurance shall be taken out with a recognised and reputable public insurance office and the Tenant shall provide the Landlord with copies of certificates of insurance in relation to the policies upon request. The policies of insurance specified in clauses 11.1(a) and 11.1(c) shall be in the name of the Tenant and note the interest of the Landlord.

11.3 Tenant Not to Cause Premium to Increase

The Tenant shall not do or fail to do anything which may increase the rate of premium payable under any policy of insurance taken out in respect of the Premises. The Tenant shall pay within fourteen (14) days of demand any additional or increased premium levied on account of the Tenant's use or occupation of the Premises in respect of any policy of insurance effected in respect of the Land or its contents or any policy of public liability insurance effected by the Landlord.

12. INDEMNITY, RELEASE AND RISK

12.1 Risk of Tenant

The Tenant agrees to occupy and use the Premises and to enter the Land at its own risk. The Tenant releases to the fullest extent permitted by law the Landlord (and its agents, contractors and employees) from every claim and demand which may result from an accident, damage or injury occurring on the Premises or on the Land. The Landlord shall not be released from liability to the extent that the accident, damage or injury was caused by the negligence of the Landlord.

12.2 Indemnity by Tenant

The Tenant indemnifies the Landlord and will at all times keep the Landlord indemnified against all costs, losses, damages or actions incurred by or brought against the Landlord directly which are caused by the Tenant breaching this Lease.

12.3 Interruption of Services

The Landlord will not be responsible or liable to the Tenant or to any person claiming by, through or under the Tenant for the failure of any equipment or machinery in the Premises or the Building or for their ineffectual operation or for any damage or loss caused by or arising out of them or for the interruption or failure of any services, including the supply of electricity, gas and water.

13. TENANT'S YIELDING UP OBLIGATIONS

13.1 The Tenant must immediately prior to vacating the Premises at the expiration or sooner determination of this Lease (or in the case of the determination of the Term of this Lease within a reasonable time after such determination):

- (a) complete any repairs and maintenance which the Tenant is obliged to carry out under this Lease;
- (b) remove all of the Tenant's Property in or on the Premises or the Land and immediately make good any damage caused by such removal;
- (c) wash down the Premises and treat as previously treated all internal surfaces of the Premises by painting staining polishing or otherwise to a specification reasonably approved by the Landlord and to the reasonable satisfaction of the Landlord;
- (d) replace all damaged and non-operative light bulbs and fluorescent tubes in the Premises with new light bulbs and fluorescent tubes;
- (e) thoroughly clean the Premises throughout, remove all refuse therefrom leaving the Premises in a clean, tidy, secure and safe condition;
- (f) comply with all reasonable requirements and directions of the Landlord in respect of all removal and reinstatement works required under clauses 13.1(a) to 13.1(e); and
- (g) hand over to the Landlord all keys and other security devices for the Premises which the Tenant has in its possession or control.

13.2 If the Tenant does not complete such removal and making good on the expiration of the Term (or in the case of the determination, within a reasonable time after such determination) then (without prejudice to any other rights of the Landlord) the Landlord may undertake such obligations and the Tenant must repay on demand all costs and expenses incurred by the Landlord in so doing.

13.3 In addition to clause 13.2, the Landlord may elect not to effect such removal of the Tenant's Property (including all partitions, alterations and additions) in which case the Landlord may by notice in writing given to the Tenant notify the Tenant that unless the Tenant has effected such removal within fourteen (14) days of the date on which such notice is given such partitions alterations or additions not removed by the Tenant will be forfeited to the Landlord and where

the Tenant fails to comply with such notice such partitions alterations and additions will at the expiration of such fourteen (14) day period become the absolute property of the Landlord.

- 13.4 Until such time as the Tenant has complied with its obligations under clause 13.1 or the date upon which the same have been forfeited to the Landlord pursuant to clause 13.3 (whichever is the earlier) ("**the compliance date**"), the Tenant must pay by way of damages to the Landlord an amount which represents the rent payable immediately prior to the expiration or termination of this Lease calculated on a daily basis multiplied by the number of days between the compliance date and the date of expiration or the termination of this Lease.

14. LANDLORD'S OBLIGATIONS AND RIGHTS

14.1 Quiet Possession

Provided that the Tenant pays the rent and all other monies payable under this Lease and performs and observes the terms conditions and covenants on the Tenant's part to be performed or observed herein contained or implied, the Tenant may quietly enjoy the Premises without unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

14.2 Reservation of Services

The Landlord reserves the right for itself and for all others authorised by the Landlord the passage of any air conditioning equipment, fire sprinkler systems, pipes, ducts, cables, wiring, communications, water sewerage and drainage connections and any other services through or along or in or into the Premises and also access to and through the Premises at any time for the purpose of installing, maintaining or repairing any such equipment, systems, pipes, ducts, cables, wirings, connections and Services.

14.3 Not used

14.4 Landlord's Right to Add to Building

- (a) The Landlord may at any time during the Term enlarge vary or reduce any Building and in so doing (but without in any way limiting the generality of the foregoing) may:
 - A. acquire or dispose of any land;
 - B. permanently encroach upon any Common Areas, portions of the Land including any car park;
 - C. employ or use the air space above or below any part of any Common Areas including any car park;
 - D. erect additional floors above or below any part of the said Building;
 - E. provide multi-deck parking facilities;
 - F. strata title the Building or any one or more of the floors of the Building (in which event the Tenant will execute all relevant documents provided same do not prejudice the Tenant's rights to occupy the Premises upon the terms contained in this Lease); or
 - G. interrupt the water gas electrical air conditioning or other Services to the Premises.
- (b) The Landlord must in carrying out such works use reasonable endeavours to minimise so far as may be practicable any inconvenience to or interruption to the business of the Tenant provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises.

14.5 Right to Enter

At any time during the Term the Landlord may (except in an emergency when no notice is required) enter the Premises after giving the Tenant reasonable notice:

- (a) to view the state of repair and condition of the Premises;
- (b) carry out any works on the Land or in or to the Building (including alterations and redevelopment), but in these circumstances the Landlord will take reasonable steps (except in emergencies) to minimise interference with the Tenant's use, provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises;
- (c) redirect pedestrian or vehicular traffic into, out of or through the Land;
- (d) close the Building in an emergency;
- (e) use, maintain, repair, alter and add to the Services to or in the Premises, but the Landlord must take reasonable steps (except in emergencies) to minimise interference with the Tenant's use, but the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises;
- (f) exclude or remove any person from the Land other than any person the Tenant authorises to access or use the Premises;
- (g) to do anything the Landlord must or may do under this Lease or pursuant to any legal obligation provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises; and
- (h) to carry out and observe the Landlord's maintenance and repair obligations as set out in Schedule 2 provided that the Tenant may require the Landlord to be accompanied at all times by a representative of the Tenant when in the Premises,

and the Tenant will not be permitted to make any claim or abate any payment if the Landlord exercises any of its rights under this clause 14.5.

14.6 Interest on Overdue Amounts

If the Tenant does not pay an amount when it is due, and does not rectify such non-compliance within fourteen (14) days of written demand then it must pay interest on that amount on demand from when the amount became due until it is paid in full. Interest is calculated on outstanding daily balances of that amount at the Default Rate.

15. DAMAGE TO BUILDING OR PREMISES

15.1 Subject to clause 15.2, if the Building of which the Premises forms part is damaged:

- (a) the Tenant is not liable to pay rent or Outgoings or other charges that are attributable to the period during which the Premises cannot be used or are inaccessible due to that damage;
- (b) if the Premises are still useable but their useability is diminished due to the damage, a fair and just proportion of the rent, Outgoings and other charges payable by the Tenant pursuant to this Lease having regard to the nature of the damage shall abate from the date of the damage until the date that the Premises have become useable. If any dispute as to the amount of rent, Outgoings and charges to be abated arises, the same will be determined by a licensed valuer appointed by the President of the South Australian Division of the Australian Property Institute (or should that body have ceased to exist, the President or other principal officer for the time being of such body or association as then serves substantially the same objects) at the request of the Landlord;
- (c) if the Landlord notifies the Tenant in writing that the Landlord considers that the damage is such as to make its repair impractical or undesirable, the Landlord or the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing and neither party shall have any claim for or right to recover any compensation by reason of such termination save in respect of any antecedent breach or default or any claim regarding the cause of such damage; and

- (d) if the Landlord fails to repair the damage within a reasonable time after the Tenant requests the Landlord in writing so to do, then the Tenant may terminate this Lease by giving not less than seven (7) days' notice in writing of termination to the Landlord.

15.2 Damage caused by Tenant

If the damage to the Building was caused or contributed to by the wrongful act or negligence of the Tenant no proportion of the rent, Outgoings and charges shall be abated and the Tenant will not be entitled to terminate this Lease.

15.3 Set off

The Landlord may, by notice to the Tenant, set off any amount due by the Tenant to the Landlord under this Lease or otherwise against any amount due by the Landlord to the Tenant under this Lease.

15.4 Damage to Goods or Person

Except to the extent caused by the negligent or wilful act or omission of the Landlord, its servants or agents, the Landlord its attorney or agent shall not be under any liability to the Tenant for any loss expense or damage sustained by the Tenant or any invitee of the Tenant arising out of personal injury or destruction of or damage to goods chattels furniture or effects howsoever caused including by water gas or electricity bursting overflowing leaking or escaping (as the case may be) from any water gas electrical apparatus installation fitting pipe sewer wiring roof or roof gutter down pipe or storm water drain (as the case may be) on in or connected to or appurtenant to the Premises and/or the Building.

16. RULES AND REGULATIONS

16.1 The Landlord may from time to time make such rules and regulations that the Landlord considers necessary for the management, safety, security, care of or cleanliness of the Premises or the Building.

16.2 The Landlord reserves the right to amend from time to time the Rules and Regulations.

16.3 The Rules and Regulations bind the Tenant when it receives notice of the Rules and Regulations from the Landlord.

16.4 If there is any inconsistency between this Lease and the Rules and Regulations, then this Lease prevails.

16.5 A failure by the Tenant to comply with the Rules and Regulations is a breach of this Lease.

16.6 The Rules and Regulations applicable at the date of this Lease are those appended to this Lease.

17. EXTENSION OF TERM

If not more than six (6) months nor less than three (3) months prior to the expiration of the Term the Tenant gives to the Landlord notice in writing of its desire to extend the Term and if the Tenant is not in breach of any of the covenants agreements and conditions on the part of the Tenant to be performed and complied with, the Tenant (at the Tenant's cost and expense in all things) will be entitled to an extension of the Term for the further period referred to in Item 9 of Schedule 1 at a rent to be fixed in the manner provided by the terms of this Lease but otherwise upon the same terms and conditions as are herein contained with the exception of this right of renewal.

18. ESSENTIAL TERMS, RE-ENTRY, BREACH, DAMAGES

18.1 Essential Terms

The clauses of this Lease referred to in Item 10 of Schedule 1 are essential terms of this Lease and the Landlord may at its option treat any breach or default by the Tenant in the observance or performance of its obligations under any of such clauses as a repudiation by the Tenant of

this Lease.

18.2 Power of Re-entry

If:

- (a) the rent or any part of it is unpaid for fourteen (14) days after any of the days on which it should have been paid (although no formal or legal demand may have been made for payment); or
 - (b) the Tenant commits or permits to occur any other breach or default in the due and punctual observance and performance of any of the terms of this Lease and fails to remedy the breach within a period of fourteen (14) days of written notice from Landlord (or such shorter time as the Landlord may in any particular case reasonably stipulate);
 - (c) any Tenant's Property in or on the Premises is seized or taken in execution under any judgment or other proceedings;
 - (d) the Tenant ceases to be able to pay its debts as they become due;
 - (e) any step is taken to enter into any arrangement between the Tenant and its creditors;
 - (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Tenant's assets or business; or
 - (g) the Tenant is deregistered or dissolved or any step is taken by any person towards that,
- then the Landlord or the Landlord's attorney or duly authorised agent, solicitor or representative may without notice to the Tenant re-enter into and upon the Premises or any part thereof in the name of the whole and use and enforce all such ways and means and adopt all such measures as may be necessary or expedient for the purpose of effecting such re-entry by force or otherwise as the occasion may require without being liable for any loss expense damage action suit or proceeding or cost and to hold and enjoy the Premises as if these presents had not been made and thereupon the Tenant's leasehold interest in the Premises will cease and determine.

18.3 Damages generally

The Landlord's entitlement to recover losses, damages, costs or expenses will not be affected or limited by:

- (a) the Tenant abandoning or vacating the Premises;
- (b) the Landlord re-entering the Premises or terminating the Tenant's leasehold interest in the Premises;
- (c) the Landlord accepting the Tenant's repudiation; or
- (d) conduct of the parties which may constitute a surrender by operation of law.

19. NOTICES

19.1 Any written notice to be given by one party to the other shall be signed by the party giving the notice or by an officer or the duly authorised solicitor or agent of that party. Notice may be given to a party:

- (a) by leaving it at the party's address last notified;
- (b) by sending it by pre-paid mail to the party's postal address last notified; or
- (c) by sending it by email to the party's email address last notified.

19.2 Notice is deemed received by a party:

Any notice served pursuant to this Lease is taken to be received:

- (a) if hand delivered, on the date of delivery; or

- (b) if sent by prepaid post within Australia, on the fourth Business Day after posting; or
 - (c) if sent by email at the time shown in the delivery confirmation report generated by the sender's email system OR if the sender's email system does not generate a delivery confirmation report within twelve (12) hours of the time the email is sent, unless the sender receives a return e-mail notification that the email was not delivered, undeliverable or similar, at the time which is twelve (12) hours from the time the email was sent.
- 19.3 However, if the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.
- 19.4 When two or more people comprise a party, notice to one is effective notice to all.
- 19.5 Each party hereby notifies the other party that its addresses for notice as at the date of this document are detailed below.

<u>Landlord</u>	<u>Tenant</u>
City of Holdfast Bay 24 Jetty Road Brighton SA 5048 mail@holdfast.sa.gov.au	Spinal Cord Injuries Australia 1 Jennifer Street Little Bay NSW 2036 swestwood@scia.org.au

20. COSTS

- 20.1 Each party will bear its own costs in respect of the preparation, negotiation, execution and stamping of this Lease.
- 20.2 The Tenant must pay all stamp duty and registration fees in respect of this Lease and any renewal, extension, surrender, assignment or transfer of this Lease and any other incidental documents including any lease plan costs.

21. REDEVELOPMENT

- 21.1 The Tenant acknowledges and agrees that:
- (a) the Landlord may wish to redevelop the Premises or the Land of which the Premises forms part during the term of this Lease;
 - (b) the Landlord will suffer harm expense and loss if it elects to redevelop and is unable to obtain vacant possession of the Premises or the Land;
 - (c) the Landlord has only agreed to the Tenant's offer to lease the Premises on the condition it can obtain vacant possession of the Premises or Land for the purpose of redevelopment as and when required;
 - (d) this Lease is expressly subject to the condition precedent that the term of this Lease be subject to the Landlord's rights contained in this clause; and
 - (e) if the Landlord in its absolute and unfettered discretion elects to redevelop the Land or any part thereof during the term of this Lease and the Landlord requires the Premises for any reason connected with such redevelopment then the Landlord may at any time give to the Tenant not less than six (6) months' written notice to the Tenant terminating this Lease. In that situation if this Lease is registered the parties shall execute a surrender of this Lease in registrable form and will do such things as are necessary to facilitate registration of the surrender provided that the cost of preparation, stamping and registering the surrender shall be borne by the Landlord.

22. MISCELLANEOUS

22.1 Holding Over

If the Tenant continues in occupation of the Premises after the expiration of the Term with the consent of the Landlord the Tenant will thereupon become or be deemed to be a monthly tenant of the Landlord at a rent determined in accordance with the provisions of this Lease, and such tenancy will be subject to such of the conditions and covenants contained in this Lease as are applicable to a monthly tenancy.

22.2 Waiver

No waiver by the Landlord of any breach or non-observance by the Tenant of any covenant herein contained shall constitute a general waiver of the obligations of the Tenant.

22.3 Acceptance of Rent Arrears

In respect of the Tenant's obligations to pay rent the acceptance by the Landlord of arrears of or any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligations to pay rent on the dates hereinbefore set out for payment of rental or in respect of the Tenant's continuing obligation to pay rent during the Term.

22.4 No Caveat

The Tenant must not lodge or cause or permit to be lodged any absolute caveat over the certificate of title for the Land or the Premises.

22.5 Landlord and Tenant Act

A notice under section 10 of the *Landlord and Tenant Act 1936* (SA) must allow fourteen (14) days for the Tenant to remedy a breach of this Lease if it is capable of remedy and to make reasonable compensation in money to the satisfaction of the Landlord. No period of notice is required in respect of non-payment of rent.

22.6 Power of Attorney

If the Landlord becomes entitled to terminate this Lease and re-enter and take possession of the Premises (a statutory declaration of any duly authorised officer, employee or agent of the Landlord will be conclusive evidence for the purpose of the Registrar-General) then the Tenant irrevocably appoints the Landlord as the attorney of the Tenant to execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886* (SA). The Tenant must execute any documents and perform any acts the Landlord requires to give full effect to the power of re-entry under the *Real Property Act 1886* (SA).

22.7 Special Conditions

This Lease is subject to the special terms and conditions (if any) specified in Item 11 of Schedule 1 and if there is any inconsistency between any such special terms and conditions and any of the provisions of this Lease then such special terms and conditions will prevail.

23. CERTIFIED EXCLUSIONARY CLAUSE

To the fullest extent permitted by law, where the term of this Lease is less than five (5) years, the rights conferred on a tenant by Part 4A Division 2 of the RCL Act are hereby excluded and the Tenant covenants that it will obtain and endorse to this Lease a certificate from a lawyer who is not acting for the Landlord to the effect that:

- (a) the lawyer has, at the request of the Tenant, explained the effect of this clause and the certificate and how Part 4A of the RCL Act would apply in relation to this Lease if this Lease did not include this clause and the certificate; and
- (b) the Tenant gave the lawyer apparently credible assurances that the Tenant was not acting under

coercion or undue influence in requesting or consenting to the inclusion of this clause and the certificate in this Lease.

SCHEDULE 1

Item 1 Tenant (clause 1.17)

Name: Spinal Cord Injuries Australia ACN 001 263 734

ABN: 93 001 263 734

Address: 1 Jennifer Street Little Bay NSW 2036

Item 2 Premises (clause 1.12)

That portion of the land comprised in Certificate of Title Volume 5933 Folio 501 being the areas delineated in blue on the plan attached hereto as Annexure 3 and more particularly being portion of the Holdfast Bay Community Centre situate at 51 King George Avenue Hove SA 5048

Item 3 Land (clause 1.8)

The whole of the land comprised in Certificate of Title Volume 5933 Folio 501

Item 4 Permitted Use (clause 9.1)

Exercise and therapy services

Item 5 Term (clause 1.21)

A term of one (1) year commencing on 1 July 2023 (**Commencement Date**) and expiring at 11.59PM on 30 June 2024

Item 6 Commencing Rent (clause 3)

Subject to the rent review provisions contained herein and clause 4, the annual rent will be Twenty Thousand Dollars (\$20,000) plus GST and is payable in equal calendar monthly instalments in advance and before the first day of each and every month (with the first and last instalments being proportionate to the parts of the month to which they relate if the Lease does not commence on the first day of the month).

Item 7 Rent Review (clause 3)

Not Applicable

Item 8 Public Risk Insurance (clause 11)

TWENTY MILLION DOLLARS (\$20,000,000.00) per claim and unlimited in the annual aggregate .

Item 9 Extension Of Term (clause 17)

Not applicable

Item 10 Essential Terms (clause 18)

Clauses 3.1, 4, 5, 8, 9.1 and 11.1 .

Item 11 Special Conditions (clause 22.7)

1, Child Safe Environment

- 1.1 The Tenant acknowledges that the City of Holdfast Bay is committed to providing a child safe environment (as defined by the *Children and Young People (Safety) Act 2017 (SA)*) at all times. A child safe environment is 'an environment, which is both child-safe and child-friendly, where children are valued and feel respected and encouraged to reach their full potential.'

- 1.2 The Tenant represents to the Landlord that it has complied with and will ensure that it continues to comply with its requirements under the *Children and Young People (Safety) Act 2017* (SA), the *Children and Young People (Safety) Regulations 2017* (SA), the *Child Safety (Prohibited Persons) Act 2016* (SA) and the *Child Safety (Prohibited Persons) Regulations 2019* (SA) in relation to the operation by the Tenant of the Holdfast Bay Community Centre and the Tenant's occupation of the Premises for the Permitted Use.
- 1.3 The Tenant must act in the best interests of the community at large.
- 1.4 As the Tenant's Permitted Use of the Premises involves working with children, the Tenant, at its own cost and expense, must ensure at all times during the term of this Lease, that the Tenant and all of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises, hold and maintain a valid Working With Children Check issued by the Department of Human Services Screening Unit in accordance with the *Child Safety (Prohibited Persons) Act 2016* (SA) (**WWCC**).
- 1.5 The Tenant must, at the request of the Landlord, provide copies of all valid WWCC's held by the Tenant and any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises.
- 1.6 The Tenant must also, at the request of the Landlord, obtain and provide a current police clearance or the relevant criminal history screening certificate under relevant legislation for the Tenant or any of the Tenant's officers, volunteers, members, employees, contractors, tenants and agents who work with children at the Premises.
- 1.7 If the Landlord makes a request of the Tenant under this special condition, the Tenant must provide the requested documents to the Landlord within ten (10) Business Days of such request. Failure to do so will be considered a breach of an essential term of this Lease.

2. Tenant's Fixtures and Fittings

For the avoidance of doubt, the Tenant acknowledges that the Landlord has no liability or responsibility for any fixtures, fittings and/or other items installed, owned or otherwise brought onto the Premises by the Tenant.

3. Clean and Tidy

The Tenant must leave the Premises and any Licence Area in a clean and tidy state at the end of each use.

4. Alcohol

The Tenant must not under any circumstances allow alcohol onto the Land and must ensure that its patrons, members and visitors do not bring alcohol onto the Land.

5. Hiring out of Premises

- 5.1 The Tenant may hire the Premises to other persons or bodies on a casual basis during such times notified by Landlord from time to time strictly in accordance with the following terms and conditions:
 - (a) the Tenant must notify the Landlord of the fees set by the Tenant for hiring out the Premises, and any changes to the hire fees within fourteen (14) days of the determination of or change in the hire fees;
 - (b) if the Landlord considers at its discretion that the hire fees set by the Tenant

are too high or too low (in comparison) with hire fees for similar facilities in those areas of the City of Holdfast Bay council area then it may direct the Tenant to change the hire fees to a level set by the Landlord;

- (c) the Tenant must ensure that any hire agreement it enters into does not breach any provision of this Lease and is in such form notified and approved by Landlord;
- (d) upon written request, the Tenant must provide the Landlord with a full report in relation to the hiring out of the Premises, such details to include the dates, times, name of the hiring party, fees charged and any other details reasonably requested by the Landlord; and
- (e) the Tenant must not unreasonably refuse to hire out or otherwise licence the Premises to any person or organisation upon receipt of a request to do so from the Landlord and/or any member of the public at any time other than when the Premises are:
 - A. actively in use by the Tenant; or
 - B. on hire or licensed to another person or organisation pursuant to this special condition.

6. Council Rebate

The parties acknowledge that there is no automatic right to a council rate rebate levied on the Premises. The Tenant has an opportunity to request the Landlord to apply a rebate of the rates levied on the Premises by lodging an application with the Landlord in accordance with the Landlord's prescribed form by no later than 15 May each year during the Term of this Lease. The prescribed form can be requested from the Landlord during April in each calendar year.

SCHEDULE 2 – MAINTENANCE SCHEDULE

This schedule outlines the particular responsibilities of Landlord and the Tenant, where applicable, and must be read in conjunction with relevant provisions within this Lease including **clauses 6 and 14.5** to the extent of any inconsistency with this Maintenance Schedule and the main provisions of this Lease, this Maintenance Schedule will prevail.

In this Schedule 2:

- *if any of the items detailed below do not form part of, or are not installed in, the Premises, then such item(s) will not form part of the Maintenance Schedule;*
- *all references to “end of life” must be interpreted as being the period over which an asset is expected to be available for use by the Tenant if properly maintained and repaired in good order, or the asset has fully depreciated such that it has no economic life; and*
- *all references to “periodically” must be interpreted to any program or time frame stated within any manufacturing specifications, Australian Standards or industry best practice benchmarking, as notified by the Landlord to the Tenant from time to time.*

<u>Item</u>	<u>Tenant Obligation</u>	<u>Landlord Obligation</u>
Water, sewer and gas piping	<ul style="list-style-type: none"> • Keep free from blockages – unblock drains, repair 	<ul style="list-style-type: none"> • Replace at end of life
Hot water systems	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility
Fire extinguishers, hose reels and fire blankets, sprinkler systems	<ul style="list-style-type: none"> • Maintain in accordance with the Building Code of Australia, except sprinkler systems 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Water/waste services – associated fittings including tapware, sinks, drains, toilets, etc	<ul style="list-style-type: none"> • Clean fittings, toilet, sinks, etc. – maintain and replace washers, etc as and when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Telecommunications – phone/PABX systems	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Air conditioning units/thermostats, ducting etc	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility

<u>Item</u>	<u>Tenant Obligation</u>	<u>Landlord Obligation</u>
Electrical services, sub switchboards, distribution boards and power lighting circuits	<ul style="list-style-type: none"> • Full responsibility for repair if damage or want of repair is caused by the Tenant 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Doors, locks, etc.	<ul style="list-style-type: none"> • Full responsibility for repair 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Heater, gas or electric, etc,	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility
Consumer mains	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility
Lighting fixtures	<ul style="list-style-type: none"> • Replace lights and globes, ballasts and fuses as and when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Smoke detectors	<ul style="list-style-type: none"> • Maintain any smoke detectors 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Carpets	<ul style="list-style-type: none"> • Clean and repair to appropriate finish as and when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Vinyl/concrete/tiled/other floors	<ul style="list-style-type: none"> • Clean, polish and repair to appropriate finish as and when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Internal walls/screens	<ul style="list-style-type: none"> • Clean, keep free of mould and grime, repair damage caused by use, repair cracking as and when required 	<ul style="list-style-type: none"> • Full structural replacement and structural maintenance responsibility
Ceilings	<ul style="list-style-type: none"> • Clean, keep free from cobwebs, dust, etc and repaint and repair as and when required 	<ul style="list-style-type: none"> • Full responsibility for replacement and / or structural repair and all matters that are not an obligation of the Tenant
Paint finishes	<ul style="list-style-type: none"> • Touch up and repaint where damaged as and when required • Repaint as required by clause 6.10 	<ul style="list-style-type: none"> • Nil responsibility

<u>Item</u>	<u>Tenant Obligation</u>	<u>Landlord Obligation</u>
Loose/soft furniture	<ul style="list-style-type: none"> • Full maintenance and responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Replacement of lights and globes	<ul style="list-style-type: none"> • Full responsibility for repair and replacement 	<ul style="list-style-type: none"> • Nil responsibility
Plant and equipment	<ul style="list-style-type: none"> • Maintain when required 	<ul style="list-style-type: none"> • All matters that are not an obligation of the Tenant
Electrical tagging and testing	<ul style="list-style-type: none"> • Nil responsibility 	<ul style="list-style-type: none"> • Full responsibility
General cleaning	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility
Lessee's fixtures and fittings	<ul style="list-style-type: none"> • Full responsibility 	<ul style="list-style-type: none"> • Nil responsibility

The floor plan illustrates the layout of a proposed new building at Marymount College. The building is situated on a site bounded by King George Avenue to the east. The plan includes several key areas:

- Proposed Tenants:**
 - YMCA:** Indicated by a pink square, located in the central part of the building.
 - Alwyndor-Aged-Care:** Indicated by a yellow square, located in the lower-left section.
 - Spinal Cord Injuries-Australia:** Indicated by a blue square, located in the lower-right section.
 - Holy-Trinity-Limited:** Indicated by a green square, located in the upper-right section.
- Rooms and Areas:**
 - Activity Rooms:** Activity 1, Activity 2, Activity 3, and Activity 4.
 - Office Spaces:** Admin-Office, NACC Office 1, NACC Office 2, and NACC Office 3.
 - Support Spaces:** Kitchen, Change Room, Laundry, and Storage.
 - Reception and Meeting Areas:** Front Counter, Reception, and Meeting Rooms.
 - Outdoor Spaces:** Landscape Area and Undercover Parking.
- Access and Circulation:** The plan shows internal and external concourses, stairs, and access points to the parking area.

SCHEDULE 4 – RULES AND REGULATIONS

1. The Tenant must not:

- 1.1 smoke in the Building or on the areas outside the Building on the Land;
- 1.2 put up signs, notices, advertisements, blinds or awnings, antennae or receiving dishes or install vending or amusement machines without the Landlord's approval;
- 1.3 hold auction, bankrupt or fire sales in the Premises;
- 1.4 keep an animal or bird on the Premises;
- 1.5 use a business name which includes words connecting the business name with the Building without the Landlord's approval;
- 1.6 remove floor coverings from where they were originally laid in the Premises without the Landlord's approval;
- 1.7 do anything to the floor coverings in the Building which affects any guarantee in connection with them if the Landlord has given the Tenant a notice setting out the relevant terms of the guarantee;
- 1.8 use any method of heating, cooling or lighting the Premises other than those provided or approved by the Landlord;
- 1.9 operate a musical instrument, radio, television or other equipment that can be heard outside the Premises;
- 1.10 throw anything out of any part of the Building;
- 1.11 move heavy or bulky objects through the Building without the Landlord's approval;
- 1.12 obstruct:
 - (a) windows in the Premises except by internal blinds or curtains approved by the Landlord;
 - (b) any air vents, air conditioning ducts or skylights in the Premises; or
 - (c) emergency exits from the Building or the Premises; or
 - (d) the Common Areas; or
 - (e) interfere with directory boards provided by the Landlord.

2. The Tenant must:

- 2.1 put up signs in the Premises prohibiting smoking if required by the Landlord;
- 2.2 if the Landlord approves the Tenant's use of a business name which is connected with the Building, terminate any right it has to use that business name on the date it must vacate the Premises;
- 2.3 participate in any emergency drill of which the Landlord gives reasonable notice;
- 2.4 evacuate the Building immediately and in accordance with the Landlord's directions when informed of any actual or suspected emergency; and
- 2.5 secure the Premises when they are unoccupied and comply with the Landlord's directions about Building security.

IMPORTANT NOTICE

EXCLUSION OF WARRANTY OF FITNESS FOR PURPOSE

THE LANDLORD DOES NOT WARRANT THAT THE PREMISES YOU ARE ABOUT TO LEASE
WILL, FOR THE DURATION OF YOUR LEASE, BE STRUCTURALLY SUITABLE FOR THE
TYPE OF BUSINESS THAT YOU INTEND TO CARRY ON.

SIGNED as an agreement

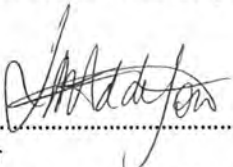
DATED

The **Common Seal** of the **City of Holdfast Bay** was
hereunto affixed in the presence of:

.....
Mayor

.....
Chief Executive Officer

Executed by Spinal Cord Injuries Australia
in accordance with the Corporations Act 2001:


.....
Director
(Please delete as applicable)

Leesa Addison
.....
Full Name (please print)


.....
~~Director~~ / Secretary
(Please delete as applicable)

Shirley Carpenter
.....
Full Name (please print)

Item No: 15.9

Subject: **AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION – NATIONAL
GENERAL ASSEMBLY – CALL FOR NOMINATIONS**

Summary

Each year the Australian Local Government Association (ALGA) holds a National General Assembly (NGA) in Canberra where councils from around Australia discuss current and emerging challenges and opportunities and can advocate to the Federal Government on critical issues facing the sector.

The next Assembly will be held 2-4 July 2024 at the National Convention Centre in Canberra. The theme for this year's NGA is "Building Community Trust".

The Mayor and one Elected Member (or two Elected Members in the absence of the Mayor) may attend the ALGA each year, with the understanding that different members attend in different years, pursuant to Council's Elected Member Training and Development Policy.

Following attendance at the ALGA NGA, Elected Members must prepare and submit to Council a written report to the Chief Executive Officer, who will arrange for it to be tabled at a future meeting of Council.

Recommendation

1. **That Council approves the attendance of _____ and _____ at the National General Assembly from 2 – 4 July 2024, in accordance with Council's 'Elected Member Training and Development Policy'.**
 2. **That both Elected Members attending the National General Assembly present a written report back to Council.**
 3. **That _____ be Council's voting delegate at the National General Assembly 2024.**
-

Background

Council's Elected Member Training and Development Policy allows for the Mayor and one Elected Member (or two Elected Members in the absence of the Mayor) to attend the National General Assembly, with the understanding that different members attend in different years.

Council resolved at its meeting on 28 February 2023 (C280223/7357) that Mayor Wilson (as voting delegate) and Councillor Kane attend the 2023 conference.

The Policy states that Council supports the attendance by all members at one intrastate Local Government related conference and one interstate Local Government related conference or similar every two years (Clause 2.6(a)). Therefore, members that attended the Assembly in 2022 (Councillor Abley) and 2023 (Councillor Kane) are unable to attend the Assembly in 2024.

Report

The next Assembly will be held 2-4 July 2024 at the National Convention Centre in Canberra. The theme for this year's NGA is "Building Community Trust" and provides a platform for the Local Government sector to address national issues and lobby the Federal Government on critical issues.

Attendance at the Assembly provides a unique opportunity to enhance Councillors' understanding of Local Government across Australia and to network with others throughout the sector.

The registration fees include:

- Access to all Assembly sessions
- Access to the Exhibition Hall
- General Assembly satchel
- Catered morning tea, lunch and afternoon tea
- Welcome Reception and Exhibition opening
- General Assembly handbook and materials

Budget

Attendance at the Assembly (including flights, accommodation, transfers, registration and dinners) are provided from the Elected Member Travel and Accommodation budget.

Life Cycle Costs

Not applicable

Strategic Plan

Statutory compliance

Council Policy

Elected Member Training and Development Policy

Statutory Provisions

Not applicable

Written By: Executive Support Officer

Chief Executive Officer: Mr R Bria