

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**

8 April 2025 at 7:00pm



Pamela Jackson
Chief Executive Officer



1. Opening

The Mayor will declare the meeting open at 7pm.

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 - Councillor R Abley

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

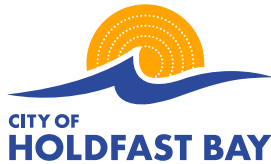
That the minutes of the Ordinary Meeting of Council held on Tuesday 25 March 2025 be taken as read and confirmed.

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 Council Memberships – Councillor Miller (Report No: 96/25)

10.2.2 Street Sweeping Schedule – Councillor Fleming (Report No: 105/25)

11. Member’s Activity Reports

11.1 Mayor’s Activity Statement: 1 January – 31 March 2025 (Report No: 103/25)

12. Motions on Notice - Nil

13. Adjourned Matters - Nil

14. Reports of Management Committees and Subsidiaries - Nil

15. Reports by Officers

15.1 Items in Brief (Report No: 95/25)

15.2 Independent Member Appointments to the Council Assessment Panel (Report No: 101/25)

15.3 Naming of a Lane at Seacliff Park (Report No: 102/25)

15.4 Seaford Rail Corridor Licence (Report No: 97/25)

15.5 Glenelg North Community Garden Licence (Report No: 99/25)

15.6 Australian Local Government Association – 2025 Federal Election Priorities (Report No: 104/25)

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 - Nil

19. Closure

Pamela Jackson
Chief Executive Officer

Item No: 10.2.1

Subject: QUESTION ON NOTICE – COUNCIL MEMBERSHIPS

Question

Councillor Miller asked the following question:

“Could Administration provide a list of current organisation memberships paid for by Council, including the amount paid and purpose of each membership”

Background

It is important to take stock of Council’s memberships and funding implications and weigh this up against the benefit received for our community to ensure good governance.

Answer

Council has a number of association memberships that provide staff with access to the latest information, resources and networking opportunities to develop and share best practices in their fields.

The memberships listed below equate to \$92,402 in fees annually.

- **Local Government Association - \$71,080**

The Local Government Association SA acts as the representative body for local government in South Australia, providing councils with a strong and credible voice when interacting with governments to influence policy and advocate for their interests on issues that matter to their communities. It facilitates collaboration and networking among councils; sharing best practices and working together on common challenges; and access to strategic working groups. The LGA also provides resources and support to help councils solve problems and address challenges they face such as access to information, expertise, and advocacy services.

All 68 councils in South Australia are members of the LGA.

- **Local Government Professionals Australia, SA - \$5,585**

LG Professionals is an independent not-for-profit membership association, they exist to support the careers and development of Local Government employees to be at their best at all stages of their career. They provide discounted access to a range of short and long term development and networking programs across all hierarchical levels.

LG Professionals host specific sector conferences and events providing our staff with sector advances and knowledge to support community outcomes. City of Holdfast

Bay membership provides us free access to specific network groups for cross council collaboration and leveraging best practice in the sector. This feature is worth tens of thousands of dollars value per year often saving spend on professional consulting fees for the access and development of those shared resources for which LG Professionals host.

These networks and various committees are available for all relevant staff:

- CEO Network
- General Managers and Directors Network
- People and Culture Network
- Community Development
- Women's Network
- Business Performance and Improvement

The LG Professionals also facilitate the Leadership Excellence Awards for which City of Holdfast participate regularly. In 2023-24 our Signal Fires initiative won their category for Community Partnerships and in the current awards we have been shortlisted for our cross-council collaboration in de-escalation training. This promotes our great work within the community and for our community and staff.

We regularly participate in additional strategic workgroups including Diversity Workgroup and Sector Capability Reference Group that helps shape capabilities of the future for Local Government. We also have access to scholarships from a state and national level.

- **Local Government Information Technology (LGITSA) - \$399**

LGITSA is an organisation dedicated to supporting information technology and information management professionals within the local government sector in South Australia. They provide a platform for collaboration, knowledge exchange, and advocacy to promote best practices in ICT. LGITSA offers various services, including professional development opportunities, conferences, workshops, and forums to help local government ICT professionals enhance their skills and effectively meet community needs.

- **Adelaide Coastal Councils Network - \$10,000**

The Adelaide Coastal Councils Network (ACCN) is a partnership between the LGASA and seven Adelaide metropolitan coastal councils from the City of Onkaparinga to the City of Salisbury.

The ACCN:

- Represents and advocates for member councils' collective interests to state and federal governments and relevant agencies
- Shares knowledge between, and builds capacity of, member councils
- Facilitates partnerships and collaborations between member councils and key stakeholders
- Seeks sustainable ongoing investment in the management of the Adelaide metropolitan coast

The benefits of being a member of this network include:

- Regular networking with other metro coastal councils
- Regular sharing of coastal work, ideas, information and priorities between members and stakeholders
- The power of shared advocacy is much more effective as a group than as an individual council
- It provides a platform for inviting other organisations and agencies to share and network, where this might be more difficult as a single council
- Identification of shared issues and their resolution
- Reduction of effort
- Seeking external grants as a group reduces competition and enhances collaboration
- Direct partnership with the LGA SA, providing a clear path for advocacy through the LGA
- Partnership with the LGA provides access to central facilities, support for financial management and oversight of the Executive Officer.
- An Executive Officer provides a dedicated resource to drive action and provide secretariat services. In the previous Metropolitan Seaside Councils Committee, these tasks were undertaken by staff from rotating host councils, which proved to be a heavy burden on the host council.

- **Economic Development Australia (EDA) - \$2,295**

EDA is the national peak body linking over 2,000 members nationally, with access to accredited training programs, webinars and valuable resources such as an online resource hub, national journal showcasing best practice in economy development, state and national forums, summits, roundtables, national roadshows and the flagship National Economic Development Conference with national and international speakers.

The City of Holdfast Bay has a corporate membership which allows all staff and Elected Members access to a centralised information pool of economic development resources via the EDA website <https://www.edaustralia.com.au/>. EDA also has associate and reciprocal membership with the United States, New Zealand and Canada.

- **Tourism Industry Council SA (TicSA) - \$1,278**

City of Holdfast Bay has two memberships with TicSA: one that covers the Bay Discovery Centre, Partridge House, Brighton Beachfront Holiday Park and the City of Holdfast Bay; the other for the Glenelg Visitor Information Outlet South Australian Visitor Information Services Network affiliation (\$713.95 and \$563.95 respectively).

Membership with TicSA provides access to their business and product development workshops, updates and newsletters, tourism networking events, SA Tourism Summit, SA Tourism Conference. Members receive Quality & Sustainable Tourism Accreditation.

TicSA also supports members with advocacy with the South Australian Tourism Commission and other state government bodies.

- **Public Libraries SA - \$815**

Public Libraries SA (PLSA) is the peak body representing 130 public libraries and over 900 staff across South Australia. PLSA's core functions include leadership, advocacy, and innovation, promoting inclusivity, equitable funding and access to library services and the OneCard Network, for access to 3 million library items statewide.

PLSA advocates with the Libraries Board and Public Library Services and provides strategic and professional development by hosting four network meetings each year, training programs, and coordinating committees focused on marketing, programs, and early literacy. It holds a bi-ennial conference to share innovation and progressive library services.

PLSA has been instrumental in supporting the Local Government Association and the Libraries Board to secure the \$21 million annual Collaboration Agreement Grant provided by the State Government. For the 2024-25 year, the City of Holdfast Bay received \$263,923 as the annual library materials and operating grant funding.

Membership fees fund strategic projects, research, advocacy, and professional development initiatives.

- **Parks & Leisure Australia - \$750**

Parks & Leisure Australia (PLA) is the leading industry association for professionals and local councils in the sector. City of Holdfast Bay is a base level corporate member enabling four staff to access member benefits including latest industry research and best practice designs / case studies relating to recreation planning, play space design and Australian Standard updates, open space and landscape design information, seminars and industry networking events.

We receive quarterly industry updates, research papers and collateral from the parks and leisure trade with latest designs and technology relating to open space furniture, lighting and landscape design.

- **Community Centres SA - \$200**

Community Centres SA is the peak body for community and neighbourhood centres in South Australia. Membership provides access to training, resources, advocacy, and sector support, as well as opportunities to collaborate on co-designed projects and promote our community initiatives. It helps us stay connected with the broader network of centres and strengthens our capacity to deliver inclusive, locally driven programs.

Item No: 10.2.2

Subject: QUESTION ON NOTICE – STREET SWEEPING SCHEDULE

Question

Councillor Fleming asked the following question:

“Could council administration please provide the sweeping schedule of the city?”

Background

Over the last five months the complaints coming to me in regard to the Norfolk Pine leaves/fronds have been almost weekly.

Answer – Acting General Manager Assets and Delivery

Street Sweeping Program

Our street sweeping program is designed to maintain cleanliness and safety across the City, ensuring that we are responsive to both routine needs and seasonal changes. The current schedule for our sweeping services includes regular coverage for a range of areas, ensuring the streets and precincts are well-maintained for the community.

Key Sweeping Schedules:

- **Zone Sweeping:** Completed once every 28 days. This schedule ensures that all areas within the zones are thoroughly covered. A map of the zones is included below.
- **Zone Collector/Precincts Sweeping:** Also done once every 28 days, alternating with zone sweeping on opposite fortnights to maximize coverage.

Collector/Precinct Examples:

- 1B – Adelphi Crescent – adjacent to Wigley Reserve and Patawilya Reserve
- 3D – Whyte Street, a collector road to the Esplanade, adjacent to John Miller Reserve and adjacent to Sacred Heart School
- 5C – Colton Avenue, adjacent to Mawson Oval and McAuley School
- 6B – Bowker Street – adjacent to Paringa Park Primary and Bowker Oval
- 6C – Dunrobin Road – adjacent to Alwyndor and a collector road
- 6D – Stopford Road – adjacent to Brighton Sports Precinct and Gregory Reserve
- 7A – Edwards Street – collector road to Esplanade
- 7B – Wheatland Street – collector road to Esplanade
- 7C – Pine Avenue – adjacent to Seacliff Primary
- 7D – Scholefield Road, adjacent to Seacliff Sports Centre
- 8A – Hight Avenue, adjacent to Brighton Primary School and Brighton Sports Precinct

- **Esplanade Sweeping:** Conducted on Tuesday, Thursday, Saturday and Sunday, covering the length of the Esplanade from Kingston Park to North Glenelg.
- **Jetty Road (Glenelg and Brighton):** Swept daily, including the back of shop fronts, to maintain cleanliness in these high-traffic areas.
- **Small Sweeper Schedules:** These cater to areas where larger sweepers cannot access, such as smaller streets and car parks. The small sweeper operates on a more frequent basis:
 - **Zone Sweeping:** Every seven days
 - **Glenelg Foreshore Path, Moseley Square, Colley Reserve, Rotunda, and Beach House:** Monday and Friday
 - **Wigley Reserve Paths:** Monday
 - **Jetty Road Brighton (Elm to Esplanade, Footpath, and Car Parks):** Tuesday and Thursday
 - **Western Side of Esplanade (Kingston Park to North Esplanade):** Every 14 days

Car Park Sweeping:

- Larger car parks, such as those at Partridge Street West, Anzac Highway, and Seacliff Boat Ramp, are swept every eight weeks.

Clean and Blow Schedules:

- These are typically run every 56 days, with some areas (e.g., Zone 3) scheduled every 28 days, and others every 84 days. This schedule ensures that additional cleaning is done in line with seasonal needs.

Our commitment to continuous improvement means we regularly review these schedules to ensure they meet community expectations.

Neighboring Councils Sweeping Programs:

When compared to neighbouring councils, our sweeping services stand out in terms of frequency and coverage:

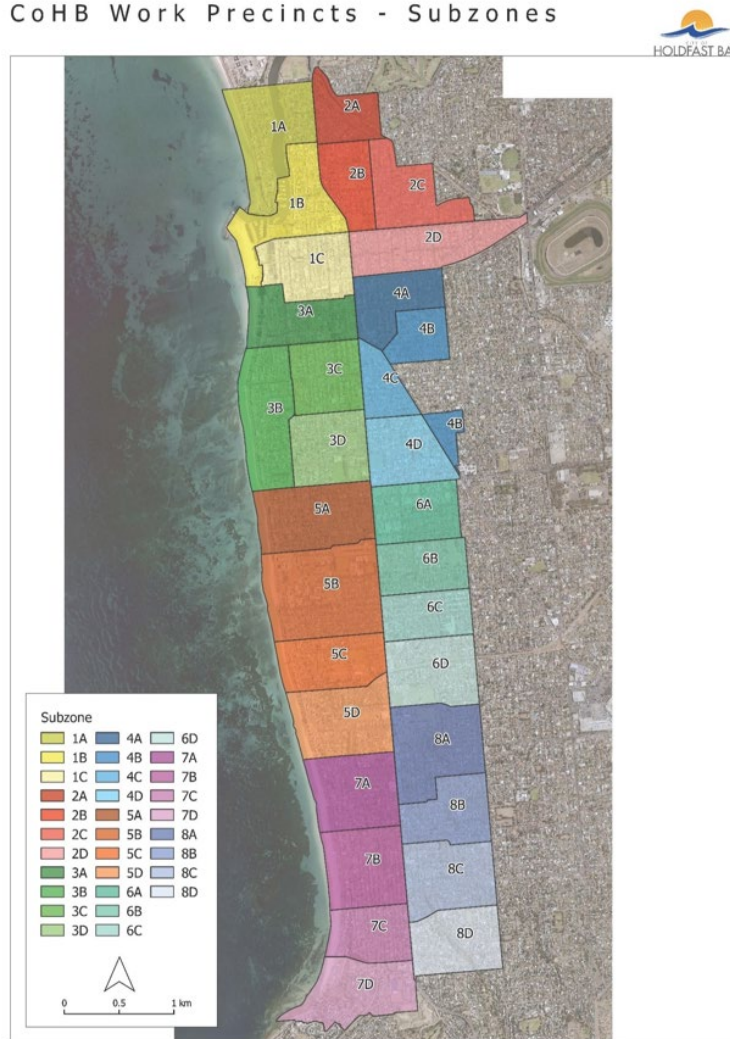
- **West Torrens:** Streets are swept approximately every eight weeks, with adjustments during the seasonal leaf drop.
- **City of Charles Sturt:** Sweeping occurs every 10 weeks for residential streets, with main roads being serviced more frequently. Their autumn program is enhanced to address seasonal leaf fall.
- **City of Unley:** Residential streets are swept on a six-week cycle, increasing to once every three weeks during peak leaf fall periods.
- **City of Onkaparinga:** Sweeps streets every six to eight weeks, similar to some of our practices.

While other councils may have varying frequencies, our program ensures high-quality service with a frequency that balances community needs and resourcing capacity. We continue to monitor the effectiveness of the service and make adjustments as needed.

Summary:

Our street sweeping service is robust, ensuring key areas are consistently maintained with careful attention to seasonal changes. We continuously review our schedules to ensure that if an area is missed, we have the capacity to promptly catch up, however we are aware that we still have some work to do in that space. We are confident that our service is competitive and meets the high standards expected by our community.

CoHB Work Precincts - Subzones



Item No: 11.1**Subject:** **MAYOR'S ACTIVITY REPORT – 1 JANUARY TO 31 MARCH 2025**

Summary

This report includes activities undertaken by Mayor Wilson 1 January to 31 March 2025.

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 January to 31 March 2025 be received and noted.

Report

Date	Activity	Location
14/1/25	Council workshop	Brighton Civic Centre
15/1/25	Jetty Road Mainstreet Committee Special meeting	Glenelg Town Hall
26/1/25	Australia Awards and Citizenship Ceremony	Stamford Grand, Glenelg
28/1/25	Mayor / CEO Agenda discussion	Brighton Civic Centre
	Council workshop	Glenelg Town Hall
	Council meeting	
29/1/25	ABC interview	Phone
	Council wrap up video filming	Esplanade, Brighton
4/2/25	Council workshop	Brighton Civic Centre
5/2/25	Rotary Club of Glenelg Community Forum	The Colley
6/2/25	Transforming Jetty Road Committee meeting	Brighton Civic Centre
7/2/25	Meeting with CEO and General Manager, Community and Business	Fourth
11/2/25	Mayor / CEO Agenda discussion	Brighton Civic Centre
	Council workshop	Glenelg Town Hall
	Council meeting	
12/2/25	Council wrap up video filming	Jimmy Melrose Reserve, Glenelg
12/2/25	Jetty Road Mainstreet Committee meeting	Glenelg Town Hall
17/2/25	Meeting with Allison Lloyd-Wright	Fourth
18/2/25	Meeting with Tony Beatrice	Cibo
	Council workshop	Brighton Civic Centre
19/2/25	Western Adelaide Tourism Alliance event	Stamford Grand
20/2/25	CoastFM interview	Studio
21/2/25	LGA meeting – CEO Remuneration discussion	online

25/2/25	Mayor / CEO Agenda discussion	Brighton Civic Centre
	Australia Day Event debrief	
	Council meeting	Glenelg Town Hall
26/2/25	Council wrap up video filming	Esplanade, Glenelg North
27/2/25	ABC Radio Outside Broadcast	Chapel Plaza
1/3/25	Seacliff Surf Life Saving Junior State Championships	Seacliff Beach
3/3/25	Briefing to Jetty Road Mainstreet Committee regarding Transforming Jetty Road Project	Glenelg Town Hall
6/3/25	Metropolitan Mayors Forum	In. Café and Studio
7/3/25	International Women's Day Breakfast	Government House
	GAROC West Group Representative voting	LG House
	Transforming Jetty Road – Landlord's Luncheon	The Colley
10/3/25	Transforming Jetty Road update video filming	Jetty Road, Glenelg
11/3/25	Mayor / CEO Agenda discussion	Brighton Civic Centre
	Jetty Road Mainstreet Committee Appointments Panel	
	Glenelg Town Hall restoration works update	
	Council meeting	Glenelg Town Hall
13/3/25	St Peters Woodlands school visit to Chamber	Glenelg Town Hall
14/3/25	PhD thesis interview – Research into Veteran's memorials	Phone
16/3/25	Brighton Catholic Parish of St Joseph Centenary Celebration	Brighton Catholic Parish
17/3/25	GAROC meeting	LG House
18/3/25	Meeting with General Manager, Alwyndor	Alwyndor
	Executive Committee meeting	Brighton Civic Centre
	Council workshop	
19/3/25	International Women's Day morning tea	Avista, Glenelg
20/3/25	CoastFM interview	Phone
25/3/25	Mayor / CEO Agenda discussion	Brighton Civic Centre
	Council meeting	Glenelg Town Hall
27/3/25	Council wrap up video filming	Wigley Reserve
	Meeting with Louise Miller-Frost and General Manager, Alwyndor	online

Written By: Executive Assistant to the Chief Executive Officer

Chief Executive Officer: Ms P Jackson

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. Urban Greening Strategy

Report

1. Urban Greening Strategy

A new [Urban Greening Strategy](#) has just been released by Green Adelaide. An investment in urban greening is an investment in meeting the challenges of climate change, urban development, biodiversity loss and community health and wellbeing.

The strategy provides a mechanism for government and non-government partners to work together to achieve more, by enabling projects that share the load and bridge the gaps between jurisdictions.

There are six priority areas for action:

- Cooler, greener and healthier development:** Facilitating good design outcomes for development that protect existing trees and provide sufficient space for new urban greening.
- Government leading by example:** The role of state and local government in driving better greening outcomes and to show leadership in this space through trialling new ideas, commissioning research and implementing innovative solutions for greening the land that they own and manage.
- Building nature back in:** Protecting and improving biodiversity in urban environments both on public and private land.
- Future-proofing our urban forest:** Making sure our urban greenery is resilient to the impacts of climate change through increasing diversity of plantings, diversity within species and ensuring adequate water supply.

5. **Improving greening equity:** Making sure that all residents across metropolitan Adelaide have access to urban green spaces and the benefits they provide from a cooling, productivity and health and wellbeing view.
6. **Scaling up impact by working together:** Different government and non-government organisations working together to enable greening action to happen at a metropolitan scale and have collective impact.

Protecting and increasing urban greenery relies on not just a love for trees and green spaces, but also a clear strategy to improve legislation, policy and capacity-building. That is what this strategy does. It sets a long-term vision of a resilient and liveable Adelaide for all: leafier, cooler and more biodiverse, and identifies practical actions to work towards this vision.

The City of Holdfast Bay has been involved in consultations throughout the development of the strategy, including a submission in June 2024.

Refer Attachment 1

Written By: Executive Officer

Chief Executive Officer: Ms P Jackson

Attachment 1

Urban Greening Strategy for Metropolitan Adelaide

2025 to 2030



VISION: A resilient and liveable Adelaide for all: leafier, cooler and more biodiverse

Priority areas

Key outcomes

Actions



1. Cooler greener and healthier development

- Policy and legislation better support urban greening and are in line with national leading practice.
- Developers and community value nature and have expertise to practically and cost-effectively achieve cooling and biodiverse greening outcomes.
- New developments include green infrastructure by adopting innovative and cost-effective solutions.

- 1.1. Strengthen tree protection legislation (and associated offset schemes and guidelines) to reflect the true value of existing trees (and monitor the effectiveness of changes).
- 1.2. Strengthen the Urban Tree Canopy target and relevant objectives and actions as part of the Greater Adelaide Regional Plan.
- 1.3. Enhance the Planning and Design Code (and develop supporting tools) to make it easier for developers to achieve greening outcomes in infill, master planned and commercial developments.
- 1.4. Undertake coordinated metropolitan-wide license campaigns targeted at different sectors and professions.
- 1.5. Develop a catalogue of costed housing and garden designs that showcase practical and affordable greening, WSUD and BSUD.
- 1.6. Work with the development sector to understand urban greening drivers and encourage innovation and adoption of leading practice (including identifying effective education, awards and incentives).
- 1.7. Investigate engineering solutions, planting, and maintenance techniques to minimise conflicts between green and grey infrastructure (building footings and infrastructure).



2. Government leading by example

- Innovative and best practice green and blue infrastructure is mainstreamed in government infrastructure works and major projects.
- Barriers to BSUD and WSUD are solved to accelerate implementation.
- Green infrastructure is appropriately valued as essential community assets that contribute to the wellbeing of our community and environment.

- 2.1 Integrate diverse urban greening and WSUD as part of business-as-usual in government projects through setting new standards for: transport infrastructure upgrades (particularly roads with a high level of pedestrian and cyclist activity); major land releases; new schools and significant upgrades; SA Water assets; healthcare facilities; sporting/recreation facilities and other government land.
- 2.2 State and local governments deliver flagship greening, BSUD and WSUD projects that set new benchmarks (supported by grants programs).
- 2.3 Identify and implement solutions to key barriers to BSUD and WSUD in public infrastructure and projects, such as maintenance.
- 2.4 Investigate alternative approaches to installing utilities infrastructure in roadways to create more space for trees.
- 2.5 Address legislative barriers and other restrictions on planting near utilities infrastructure, including permitted species lists
- 2.6 Determine and apply a standard methodology for applying economic valuations to trees, habitat areas and other green infrastructure.
- 2.7 Investigate including green infrastructure into public asset management systems and account for trees as appreciating assets.



3. Building nature back in

- More biodiversity net gain development.
- Increased understanding and expertise to undertake BSUD (government, council, developer, and community).
- Areas of valued native vegetation and critical habitat are identified and protected.

- 3.1 Investigate how the planning system and other government legislation could best facilitate biodiversity net gain development.
- 3.2 Develop a BSUD capacity-building program, including design guidance, for government, the development sectors and the community.
- 3.3 Develop a region-wide approach (including incentives) for supporting individuals and community groups to undertake biodiverse urban greening on private land, open space, sporting fields, linear parks, and schools, and/or verge planting along strategic corridors.
- 3.4 Map the extent and quality of remnant vegetation and critical habitat and spatially represent this in the Greater Adelaide Regional Plan and the Planning and Design Code to identify areas for protection.



4. Future proofing our urban forest

- Increased knowledge and availability of locally endemic and climate-resilient plant species
- Improved urban forest resilience and health
- Increased knowledge and capacity of government, councils, developers and community.

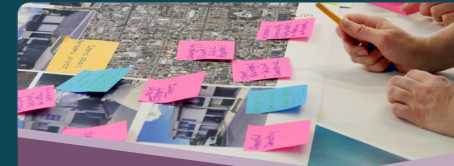
- 4.1 Develop up-to-date guidance to drive appropriate and climate-resilient species selection in a variety of contexts.
- 4.2 Undertake research and trials to identify appropriate trees for Adelaide's projected future climate.
- 4.3 Investigate ways to increase the provision of local endemic and climate-resilient plant species and seed at scale, including working with the nursery industry.
- 4.4 Identify and mitigate threats to the health of the urban forest from pests and diseases.
- 4.5 Model future water demands, including volume and location, for meeting greening targets and to feed into future integrated water management planning.
- 4.6 Scale up established WSUD and integrated water management capacity-building programs that are working well.
- 4.7 Investigate ways to grow the capacity of the nursery, arboriculture and horticulture industries.



5. Improving greening equity

- Urban greening investments are prioritised in areas of low greenery, high urban heat and high socio-economic disadvantage
- Priority areas for new and/or improved green open space are identified and enabled.
- Locations for new feasible plantings are identified to expand the urban forest

- 5.1 Develop a spatial greening prioritisation tool to support urban greening investment decision-making, including relevant grants programs.
- 5.2 Integrate urban heat mapping into the planning system and identify an appropriate policy response.
- 5.3 Identify and map opportunities for greening investment along active transport routes, river corridors and stormwater channels.
- 5.4 Prepare an open space strategy to identify priority areas for new or improved green open space and tree canopy.
- 5.5 Identify and create new plantable spaces for trees, including engineering solutions that supports trees in challenging spaces.



6. Scaling up impact by working together

- Roles and responsibilities are clear, learnings are shared, co-investment is optimised and cross-sector challenges are addressed
- Quality information, education, research and guidance to achieve urban greening is available to all
- Aboriginal wisdom is recognised and partnership opportunities are facilitated

- 6.1 Develop and implement a cross-sector collaboration approach to identify opportunities for greater coordination, co-investment, efficiencies and measuring impact.
- 6.2 Investigate funding mechanisms for protecting and expanding urban greening, WSUD and BSUD delivery.
- 6.3 Develop a co-ordinated and strategic research plan to identify and fill knowledge gaps.
- 6.4 Develop a centralised hub to share knowledge across the region, between government and non-government sectors and with the community.
- 6.5 Extend the reach of established bridging organisations and networks that are working well.
- 6.6 Build industry capacity through introducing WSUD, BSUD and nature-based solutions to tertiary education programs and other industry learning forums.
- 6.7 Work with KYAC and other Kaurna groups to identify opportunities for partnerships with Kaurna.

Measuring success:

Target: Achieve 30% urban tree canopy cover by 2055

Performance investigation areas: Reduce urban heat and improve plant species diversity.

Find out more at greenadelaide.sa.gov.au/projects/urban-greening-strategy

Item No: 15.2

Subject: **INDEPENDENT MEMBER APPOINTMENTS TO THE COUNCIL
ASSESSMENT PANEL**

Summary

The term of the four Independent Members appointed to the City of Holdfast Bay Council Assessment Panel expired on 31 March 2025. This report recommends that Council appoint four suitably qualified people to serve as Independent Members for a two-year term, selected from a pool of applicants by the working group appointed by Council to consider the nominations.

Recommendation

- 1. That Yvonne Svensson, Sarah Reachill, Ross Bateup and Tim Pride be appointed to serve as Independent Members of the City of Holdfast Bay Council Assessment Panel in accordance with the Operating Procedures for the Panel for the period commencing 14 April 2025 and ending 14 April 2027.**
 - 2. That Yvonne Svensson be appointed to serve as Presiding Independent Member of the City of Holdfast Bay Council Assessment Panel in accordance with the Operating Procedures for the Panel for the period commencing 14 April 2025 and ending 14 April 2027.**
 - 3. That the Chief Executive Officer writes to Colleen Dunn and Terry Sutcliffe to express the Council's gratitude for their years of service as Members of the Council Assessment Panel following their decision not to seek reappointment to the Panel.**
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Background

At its meeting held on 28 January 2025, Council resolved to invite expressions of interest for Independent Membership to the Holdfast Bay Council Assessment Panel (the Panel) ahead of the expiration of the current Members' tenure. Council also resolved to appoint Councillors Fleming and Snewin, the General Manager Strategy and Corporate, Council's Assessment Manager, and Manager Development Services to review expressions of interest received and make a recommendation to Council on four suitably qualified people to serve as Independent Members to the Panel, one being the Presiding Member (Resolution No C280125/7973).

Report

Independent Members serving on Council's Panel are appointed for a two-year term, in accordance with the Panel's Operating Procedures. The current term of the Independent Members serving on the Panel expired on 31 March 2025.

Following a public call for expressions of interest published in *The Advertiser* newspaper, fourteen applications were received for the four Independent Member positions available on the Panel. Two expressions of interest were received from current members serving on the Panel, and twelve were received from new candidates. Two of the existing Panel members, Collen Dunn and Terry Sutcliffe, chose not to renominate for reappointment. Their respective years of service will be recognised as part of the recommendations in this report.

The working group reviewed all expressions of interest against the criteria established under the Operating Procedures for the Panel, and the accreditation requirements prescribed by the *Planning, Development and Infrastructure Act 2016*. In person interviews were then conducted with seven shortlisted candidates.

In making its recommendation to Council, the working group had regard to: the current performance of the Panel; the need to strike a balance between continuity of membership and introducing new ideas; the criteria pursuant to the Operating Procedures; the mix of skills required in a forum that contends with a breadth of issues; and the candidates' appreciation of the issues that are of most importance to the Holdfast Bay community. The working group resolved to recommend that Council reappoint two existing Members and appoint two new Members to the Panel, including the recommendation to reappoint the Panel's current Presiding Member to that role. The recommendations are as follows:

Yvonne Svensson

A practising Architect who is also the existing Presiding Member to the Panel. Ms Svensson has proven to be a capable Presiding Member who is able to manage meetings well and provide high level design oversight in her capacity as a practising Architect. The working group recommends to Council that Ms Svensson is reappointed to the Panel and to the role of Presiding Member.

Sarah Reachill

A practising Environmental Scientist with qualifications in Environmental Management who is an existing member of the Council's Panel. Ms Reachill provides excellent insight with development applications requiring an environmental lens and would prove a capable deputy to Ms Svensson in the role of Presiding Member should the need arise. The working group recommends to Council that Ms Reachill is reappointed to the Panel.

Ross Bateup

A practising Architect and urban designer who is a current member of the City of Unley Panel. Mr Bateup has over fifty years of experience in the design and assessment of urban projects in Adelaide with an excellent understanding of built heritage and the value of vegetation in the urban environment. The working group recommends to Council that Mr Bateup is appointed to the Panel.

Tim Pride

Mr Pride is an experienced practising Town Planner employed with the City of Mitcham who holds qualifications in Urban and Regional Planning. Mr Pride has a practical understanding of the Planning and Design Code as it applies to established neighbourhoods and character areas and possesses a skillset and demeanour that complement the other members recommended for appointment to the Panel.

Attachment 1 to this report summarises the merits of each candidate, providing insight into their respective skillset and background. The names of unsuccessful candidates have been withheld to protect their privacy, with details available should Councillors seek them.

Refer Attachment 1

Budget

The cost of recruiting the Independent Members to the City of Holdfast Bay Council Assessment Panel is factored into the 2025-26 budget.

Life Cycle Costs

Not applicable

Strategic Plan

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

Council Policy

City of Holdfast Bay Council Assessment Panel Operating Procedures

Statutory Provisions

Planning, Development and Infrastructure Act 2016

Written By: Manager Development Services

General Manager: Strategy and Corporate, Ms S Wachtel

Attachment 1

Candidates for Independent CAP Membership

	Applicant's Name	Existing Independent Member with Holdfast Bay Panel	Accredited Professional PDI Act	Practical Vocational Knowledge of PDI Act	Relevant Qualifications	Relevant Experience	Apparent Conflict Potential	Interest in being Presiding Member	Interviewed	Decision
1	Yvonne Svensson	Yes (Presiding Member)	Yes	Yes, through tertiary qualifications in Architecture, and through professional experience as a practicing Architect and Member of Marion and Holdfast Bay Council Assessment Panels	Yes. Bachelor of Architecture	Yes. 15+ years' experience as a practicing Architect, and as Member of Marion and Holdfast Bay Council Assessment Panels	None	Yes	Y	Appoint as Presiding Member
2	Sarah Reachill	Yes	Yes	Yes, through tertiary qualifications in environmental sciences, through professional experience in environmental management, and Member of Onkaparinga and Holdfast Bay Council Assessment Panels	Yes. Graduate studies in Biological Science, and Post-Graduate studies in Environmental Management	Yes. 25+ years' experience with local and state government conservation, and biodiversity agencies, and as Member of Holdfast Bay Council Assessment Panel	None	Yes	Y	Appoint as Ordinary Member
3	Ross Bateup	No	Yes	Yes, through professional experience in the field of Architecture and city planning, and current Presiding Member of Unley Panel, and past member of Adelaide, Mt Barker, Walkerville, Burnside, and Salisbury Panels	Yes. Bachelor of Architecture and Master of City Planning	Yes. 50+ years' experience as an Architect and urban designer. Current member of Unley Panel, past member of Adelaide, Mt Barker, Burnside, Walkerville, Salisbury, Mid-Murray, and Fleurieu Panels	None	No indication provided	Y	Appoint as Ordinary Member
4	Tim Pride	No	Yes	Yes, through tertiary qualifications in town planning and professional experience in local government development assessment, and as a Deputy Member of the Adelaide Hills Council Assessment Panel	Yes. Bachelor of Arts in Urban & Regional Planning	Yes. 23+ years' experience in town planning in local government	None	No indication provided	Y	Appoint as Ordinary Member
5	Candidate 5	No	Yes	Yes, through tertiary qualifications in Planning and as a current Member of Burnside, West Torrens, and Barossa Council Assessment Panels	Yes. Bachelor of Arts in Planning	Yes. 40+ years in planning assessment and planning policy development primarily in private practice	None	Yes	Y	Not Appoint
6	Candidate 6	No	Yes	Yes, through tertiary qualifications in Planning and current development assessment related profession	Yes. Bachelor of Arts in Planning	30+ years' experience in development assessment at local government level	None	No indication provided	Y	Not Appoint
7	Candidate 7	No	Yes	Yes, through tertiary qualifications in Architecture and as a Member of Cities of Adelaide and Unley Council Assessment Panels	Yes. Master of Architecture Master of Science in Urban Design	Yes 40+ years' experience as practicing Architect and as a senior academic at tertiary institutions	None	Does not wish to be considered at this time	Y	Not Appoint
8	Candidate 8	No	Yes	Yes, through tertiary qualifications in Law and as Member of Roxby Downs and West Torrens Council Assessment Panels	Yes. Bachelor of Laws	Yes. 50+ years' experience in the legal and corporate profession and as Member of Roxby Downs and West Torrens Council Assessment Panels since 2020	None	Yes	N	Not Interview
9	Candidate 9	No	Yes	Yes, through tertiary qualifications in planning and professional experience in local government development assessment, and as a Member of the Prospect Council Assessment Panel	Yes. Bachelor of Urban & Regional Planning	Yes. 25+ years' experience in local government and private sector town planning	None	No indication provided	N	Not Interview
10	Candidate 10	No	Yes	Yes, through tertiary qualifications in urban and regional planning and private sector professional experience in planning	Yes. Bachelor of Urban & Regional Planning	Yes. 10+ years' experience in private sector as a town planner	Minimal	No indication provided	N	Not Interview
11	Candidate 11	No	Yes	Yes, through tertiary qualifications in Environmental Management & Sustainability, and Urban and Regional Planning. Also, through previous membership of Burnside, Unley, Charles Sturt and Playford Council Assessment Panels	Yes. Master of Environmental Management, and Graduate Diploma in Urban and Regional Planning	Yes. 20+ years' experience in Environment Impact Assessments and Permit/Licence approvals	None	Yes	N	Not Interview
12	Candidate 12	No	Yes	Yes, through tertiary qualifications in town planning and as a Member of past and current Council Assessment Panels	Yes. Bachelor of Architecture	Yes. 25+ years' experience as a practicing Architect	None	No indication provided	N	Not Interview
13	Candidate 13		Yes	Yes, through tertiary qualifications in rural and regional planning and professional experience local government and private practice planning	Yes. Graduate Diploma in Rural & Regional Planning	Yes. 20+ years experience as a practicing town planner	None	No indication provided	N	Not Interview
14	Candidate 14	No	Yes	Yes, through tertiary qualifications in urban planning and professional experience development policy and assessment	Yes. Master of Urban Planning	Yes. Undisclosed period as a practicing town planner	None	No indication provided	N	Not Interview

Item No: 15.3

Subject: NAMING OF A LANE AT SEACLIFF PARK

Summary

This report seeks Council's authorisation to assign a name to a lane that services the rear of properties that front onto Seacombe Road and Barnett Terrace at Seacliff Park. The community will be consulted on suggested 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 lane name.

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 suggested names for a public lane at Seacliff Park in CT 1072/125 DP 3082 as provided in Attachment 3 to this report, being Stephens Lane, Freebairn Lane, Millar Lane or Winter Lane; and**
 - 2. is provided with the results of the community consultation process for consideration prior to the ratification of the new lane name.**
-

Background

Administration has received written representations from two households residing at 282A and 284A Seacombe Road, Seacliff Park requesting that the unnamed lane located behind their properties is assigned a name. Administration considers that it is in the public interest to apply a name to the lane pursuant to the City of Holdfast Bay's Naming of Public Places Policy and the Australian Standard for Rural and Urban Addressing.

Report

The City of Holdfast Bay has a number of unnamed lanes that service the rear of properties. For the most part, these lanes can remain unnamed as they are not required to be identified by persons other than those seeking access to their own properties. However, the circumstances of the lane located behind properties along a section of Seacombe Road and Barnett Terrace at Seacliff Park warrants the assigning of a name. Attachment 1 to this report identifies the lane in question.

Refer Attachment 1

Separate requests made by the residents of 282A and 284A Seacombe Road at Seacliff Park outline the challenges experienced in not having a name assigned to the lane that runs behind their properties. Whilst the function of the lane was traditionally as a secondary access, the relaxation of urban infill policies over time has resulted in a greater number of new dwellings

requiring primary access from the lane. Without a street address that corresponds with the dwelling's primary access, difficulties are being experienced by those attempting to locate the properties, including emergency services. In this regard and acknowledging the testimonies of the residents provided as Attachment 2 to this report, naming the lane would also be consistent with the relevant Australian Standard (AS/NZS 4819:2011) which requires that all formed roads that are open to the public or to services shall be named.

Refer Attachment 2

Having established the need for assigning a name to the lane, the Council's Naming of Public Places Policy requires that the naming of the lane occurs in consultation with the community. The process for naming the lane will follow the successful community engagement format undertaken in early 2024 for the naming of roads within the new residential estate at 28 Sturt Road, Brighton. That is, the Council will put forward some suggested names with historical ties to the specific location as researched by the Council's History and Exhibitions Curator, whilst also allowing the community to put forward alternative nominations. As per Council's most recent community engagement process relating to the naming of roads, it is considered appropriate to consult the community with suggestions for a name, providing rationale for the selections, without limiting the public's ability to make their own suggestions, or to challenge the names on offer. Elected Members are also welcome to add their suggestions prior to the commencement of community engagement.

Lane Name Suggestions

The suggested names put forward as part of this report include notable and local personalities, both deceased and living, with historical ties to Seacliff Park specifically. 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 names are suggested for either their past direct association with Seacliff Park specifically or for the significant and ongoing association with Seacliff Park as residents of the suburb. Three names have been researched and suggested by the Council's History and Exhibitions Curator, and one by Council's Environment Team. First Nations based names have not been considered for this naming process as a lane was not considered to be an appropriate namesake by Council's History and Exhibitions Curator and its Arts and Culture Coordinator. A summary of the suggested names is provided in the following text, with more detailed information provided as Attachment 3 to this report.

Refer Attachment 3

Stephens Lane

This name is suggested by Council's History and Exhibitions Curator in recognition of Edward Stephens, his wife Emma and their family who were the first owners of historic 'Seacombe House', having arrived in South Australia in 1838 aboard the Coromandel. Although demolished in 1954 due to damage caused by the Adelaide earthquake, Seacombe House sat on a large estate in the current day suburb of Seacliff Park. At the time Edwards Stephens was the first Adelaide Manager of the South Australian Banking Company.

Freebairn Lane

This name is suggested by Council's History and Exhibitions Curator in recognition of Thomas Freebairn, his wife Jessie and their family who commissioned the subdivision that would become the suburb of Seacliff Park. The family assumed ownership of Seacombe House from

Edward and Emma Stephens and went on to divide the land to create the suburb known today as Seacliff Park. Both Thomas and Jessie Freebairn are buried at St Jude's Cemetery.

Millar Lane

This name is suggested in recognition of Glen Millar, who is a current Seacliff Park resident who worked for a combined thirty years with both the Brighton and Holdfast Bay Councils. Instrumental in protecting the coastal sand dunes and establishing significant relationships with Kurna Elders that have continued today, Mr Millar was also active in the establishment of Brighton Jetty Sculptures and has had a long association with and in support of the Brighton Rugby Club. Awarded the Order of Australia Medal in 2006 for his outstanding service to the community, Mr Millar remains an avid City of Holdfast Bay volunteer despite his current ill health.

Winter Lane

This name is suggested in recognition of Ivan Winter, a current Seacliff Park resident who is heavily involved with the conservation of Gilbertson Gully and the safeguarding of the Gully for future generations in his role as Chair of the Gilbertson Gully Preservation Committee. Mr Winter also served with distinction on both the City of Holdfast Bay Environment Advisory Committee (2005 – 2012) and the Council Assessment Panel (2006 – 2015) advocating for sustainable development outcomes.

Budget

The cost of community consultation is factored into the 2025-26 Annual Business Plan. The costs associated with formalising and declaring the road names through the Land Services Group (Geographic Names Board) and Land Titles Office will be borne by the City of Holdfast Bay as a budgeted statutory cost.

Life Cycle Costs

Not applicable

Strategic Plan

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

Council Policy

Naming of Public Places Policy

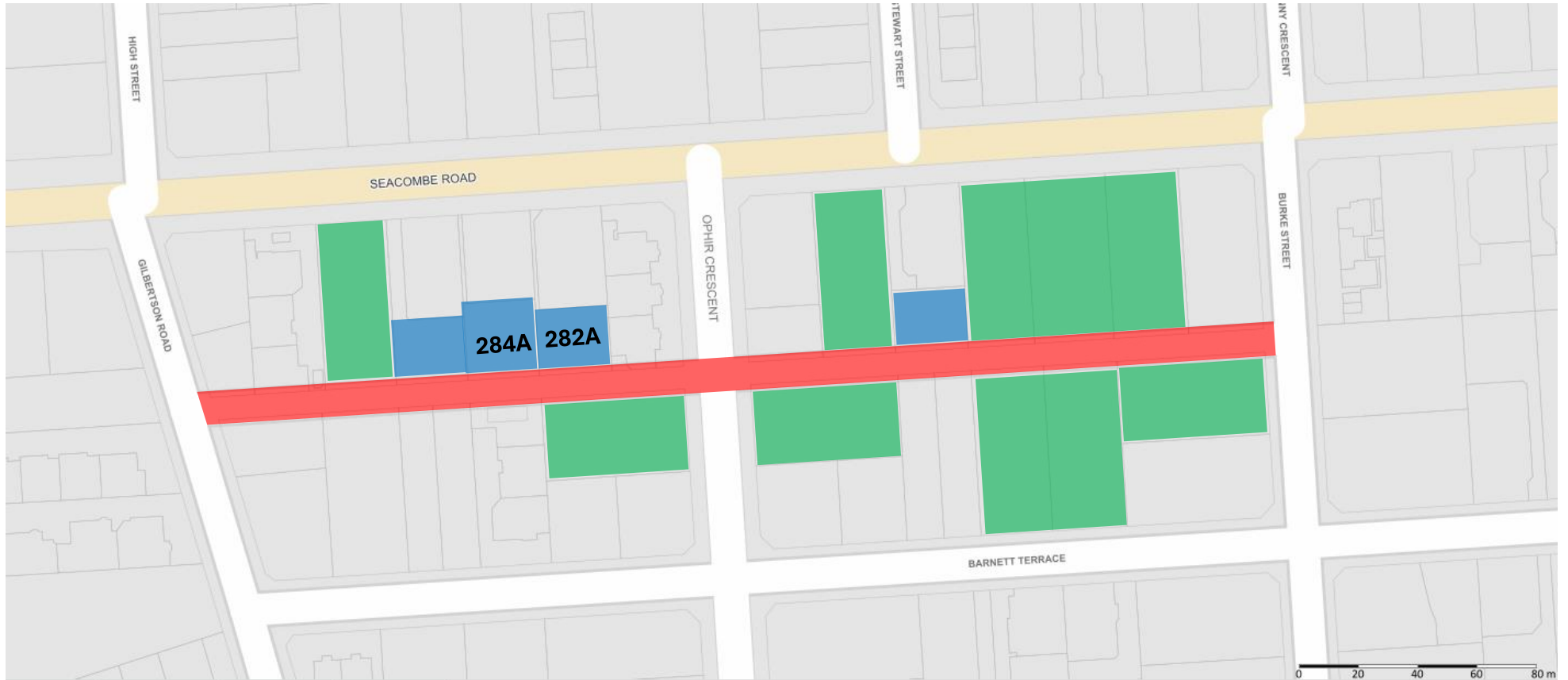
Statutory Provisions




Local Government Act 1999, section 219

Written By: Manager Development Services

General Manager: Strategy and Corporate, Ms S Wachtel

Attachment 1



-  SUBJECT LANE
-  PROPERTIES WITH CURRENT FRONTAGE TO LANE
-  PROPERTIES WITH POTENTIAL FRONTAGE TO LANE

Attachment 2

Subject:Request for New Lane/Street Name

Date: Thu, 27 Oct 2022 14:21:15 +1030

From: Kaveh Kashef [REDACTED]

To: mail@holdfast.sa.gov.au

Dear Holdfast Bay Council,

I am writing to request the honorable council to allocate a name to the lane running parallel to Seacombe Road at Seacliff Park. We have recently built a house at 282A Seacombe road that has access through this lane which unfortunately does not have name. This is causing major issues with postal and courier deliveries and direction to other people and visitors. Could I please propose to name this street "Piki Lane", Piki in Kurna indigenous language means Moon. We would really appreciate council consideration and naming this little street at your earliest convenience.

Many Thanks

Kaveh Kashef

Mob. [REDACTED]

From: Shona D [REDACTED]

Sent: Friday, 11 October 2024 4:17 AM

To: Holdfast Mail <mail@holdfast.sa.gov.au>

Subject: Re: Naming of council alleyway

Please note this alleyway is a double laned alley not a small walking path. The council street sweeper comes down it regularly

To whom it may concern,

I write to formally request the council owned alleyway between Gilbertson Rd and Ophir Street seacliff park be named.

Reasons

We live in [284A seacombe Rd, Seacliff Park](#) the front of our property and access is only via the alleyway. We have deliveries delivered to the front property 284 seacombe rd that we don't receive. Mail we dont receive. (We need to have a mailbox at the front of our house) Having food delivered even with clear instructions to the front of our house is still delivered to the wrong house at times we don't receive. We are not the only house to have this issue our neighbour and others with their houses having front access only via the alleyway have the same issue. This is a double laned alley owned by the council and is hard for anyone attending the property to find. Please address this issue immediately. I have phone the council and was told to send an email as the alleyway should be named. Feel free to contact me via email or on [REDACTED]

Thankyou

Shona

Attachment 3

Edward and Emma Stephens

Edward and Emma Stephens and their family were the first owners of historic Seacombe House located in the suburb that is today known as Seacliff Park, having arrived in South Australia in 1838 aboard the *Coromandel*. At the time Edward Stephens was the first Adelaide Manager of the South Australian Banking Company.

Emma Stephens was instrumental in establishing Seacliff Park as a community and new suburb, regularly holding events at Seacombe House and ensuring that the broader estate would one day provide housing for the burgeoning community that sought to make Seacliff Park its home. A devastating earthquake hit in Adelaide in March 1954, severely damaging Seacombe House and forcing its demolition a few years later. A remnant cottage associated with Seacombe House still stands along Mann Street, Seacliff Park today. There are no existing monument to the Stephens family in the City of Holdfast Bay, including Streets. Emma Stephens is laid to rest at St Jude's Cemetery, satisfied in having fulfilled her dream of having laid the groundwork for a beautifully located suburb with a connected community.



Seacombe House Circa 1880, Holdfast Bay History Centre PH-AH-03128

Thomas and Jessie Freebairn

In 1920, Thomas and Jessie Freebairn moved to Seacombe House having assumed residency from the original inhabitants, Edward and Emma Stephens. Thomas and Jessie Freebairn pledged to realise the vision of Emma Stephens for a new suburb by commissioning a subdivision by renowned Government Town Planner, Charles Reade. At the time, the allotments were advertised as being in the 'Riviera of the South' in recognition of the views across Gulf St Vincent. Following the subdivision, Thomas and Jessie Freebairn went on to live at Dunluce Castle, Brighton from 1921 onward, maintaining close connections with the Seacliff Park community. Devastated by the forced demolition of Seacombe House following an earthquake, Jessie Freebairn devoted her life to serving the Seacliff Park community, including ensuring that its new residents had a church, school and other services. Both Thomas and Jessie Freebairn were laid to rest at St Jude's Cemetery. There are no existing monuments to this family in the City of Holdfast Bay, including Streets, although the origins of Thomas Street and Jessie Streets at Seacliff Park are unknown.



Thomas and Jessie Freebairn (formerly Easton, nee Neill).

Glen Millar

Local Seacliff Park resident Glen Millar worked for Brighton Council followed by Holdfast Bay Council for a combined thirty years. Instrumental in protecting the coastal sand dunes and establishing significant relationships with Kurna elders that has grown in recent years. Active in the establishment of Brighton Jetty Sculptures and having a long association with and in support of the Brighton Rugby Club, Mr Millar was awarded the Order of Australia Medal in 2006 for his outstanding service to the community. Mr Millar remains an avid City of Holdfast Bay volunteer despite his current ill health.

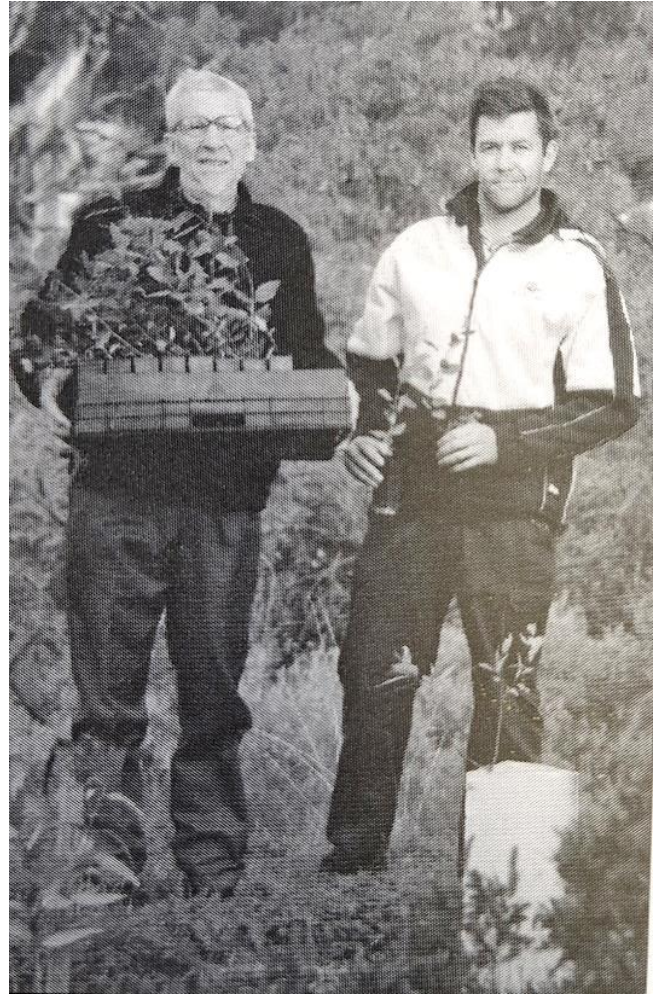
The History Centre has recently completed an oral history with Mr Millar given his longstanding connections with both the social and administrative history of Holdfast Bay. There are no existing monuments to Mr Millar in the City of Holdfast Bay, including Streets.



Glen Millar with Mayor Ian McLeod at the opening of newly refurbished cabins at Kingston Park, Circa 1993. Holdfast Bay History Centre, PH-KP-0046.

Ivan Winter

Born in 1943 Ivan Winter is a local Seacliff Park resident who is heavily involved with the conservation of Gilbertson Gully and the safeguarding of the Gully for future generations in his role as Chair of the Gilbertson Gully Preservation Committee. Mr Winter also served with distinction on both the City of Holdfast Bay Environment Advisory Committee (2005 – 2012) and the Council Assessment Panel (2006 – 2015) advocating for sustainable development outcomes. Mr Winter has written multiple books including his autobiography entitled *Those Were the Days: My Life in South Australia 1943-1970* which was written in the backyard study of his Seacliff Park home. Until retirement in 2001 Mr Winter spent his days establishing the Astronautical Society of Australia Ltd, lecturing at the University of South Australia, and worked for 18 years in environmental protection with the State Government. There are no existing monuments to Ivan Winter in the City of Holdfast Bay, including Streets.



Ivan Winter and former City of Holdfast Bay employee Mike Hemus planting in Gilbertson Gully 2012

Courtesy: Ivan Winter *“Back to Earth: My South Australia 1967-2020”* Published 2020

Item No: 15.4

Subject: SEAFORD RAIL CORRIDOR LICENCE

Summary

Council currently occupies and maintains 10 parcels of land within the Seaford Rail Corridor which includes the Brighton Pump Track, shared use paths and native vegetation reserves. The current Licence between the Rail Commissioner and the City of Holdfast Bay has expired, and this report seeks Council's consent to enter into a new agreement for a further five years.

Recommendation

- 1. That Council enters into a new Licence Agreement with the Minister for Infrastructure and Transport for a term of five years commencing 1 August 2024 over the whole of the land contained within Certificates of Title:
Volume 6168 Folio 475
Volume 6149 Folio 871
Volume 6150 Folio 321
Volume 5818 Folio 278
Volume 5697 Folio 48
Volume 6150 Folio 320
Volume 5837 Folio 188
Volume 5856 Folio 492
Volume 5855 Folio 957
Volume 5948 Folio 233
Volume 5696 Folio 775
Volume 5856 Folio 491
Volume 5855 Folio 963
Volume 6149 Folio 865 and
Volume 6168 Folio 205 (Rail Reserves).**
 - 2. That the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to the Licence over the Rail Reserves provided as Attachment 1 to this report.**
-

Background

In 2013 Department Planning, Transport and Infrastructure (DPTI) undertook substantial vegetation and tree removal along the Seaford Rail Corridor. This saw realignment of property boundaries and installation of new fence lines, to accommodate the required clearance for electrification infrastructure. A number of parcels of land were subsequently identified as being surplus to their portfolio and beneficial for council use.

At its meeting held on 10 December 2013, Council resolved to accept an offer from DPTI to maintain 10 parcels of land, as well as a once-off payment of \$100,785 (Resolution No.

101213/1101). In March 2014 this sum was received and was later reinvested over 2015-16 and 2016-17 as part of a rail corridor land revitalisation project.

A five-year Licence was executed by both parties in 2015, expiring August 2020. Both parties continued to operate under the Licence on a holding over basis while the Bike Jump Line, an extension of the Bike Pump Track, was being considered. The Licensor is now requesting we enter into a new agreement.

Report

It is widely believed the parcels of land continue to provide amenity and value to the community. Of particular interest is the Brighton Pump Track which opened to the public in 2017, providing children and teenagers with invaluable recreational benefits. Additionally, there are dedicated nature corridors, seating and shelters, barbeques, paths, public car parking, and native vegetation that screens the rail infrastructure.

Administration has negotiated terms of a new licence with Department for Infrastructure and Transport (DIT) on the following terms and conditions:

Licensor:	Minister for Infrastructure and Transport
Licensee:	City of Holdfast Bay
Licence Area:	Railway Terrace/Caroona Avenue, Hove
	Cedar Avenue/Commercial Road, Brighton
	Silver Avenue, South Brighton
	Tweedale Avenue, South Brighton
	Yacca Road, Seacliff
	Kauri Parade, Seacliff
	Corner Wheatland Street and Kauri Parade, Seacliff
	Corner Maitland Terrace and Kauri Parade, Seacliff
	Sherlock Road, Seacliff
Permitted Use:	Beautification
	Shared use path
	Bike pump track
	Community recreation
	Car parking
Term of Licence:	5 years
Renewal:	Nil
Commencement:	1 August 2024
Expiry:	31 July 2029
Annual Licence Fee:	\$1.10 inclusive of GST, if demanded
Licence Fee Review:	Not applicable

The draft licence containing all the terms of the agreement is provided as Attachment 1 to this report.

Refer Attachment 1

Although the proposed Licence has seen a couple of additional parcels of land be included in the agreement, it is worth noting Depot staff are already currently servicing these areas. The intent of the new licence is not to increase Council's responsibility but rather reflect the status quo.

Budget

Delivery of the maintenance works are currently already in place and is factored into Council's Annual Business Plan for 2024-25.

Life Cycle Costs

The majority of the cost associated with maintaining this land are wages for the Open Space team. Most areas are being attended to by two staff members, for a duration of two hours every four weeks. This is estimated to be approximately \$14,000 over the life of the proposed five-year Licence inclusive of superannuation. It is important to note this program covers other areas outside of the rail reserve, and does not include other costs such as water, transportation or equipment.

The Bike Pump Track itself is inspected every quarter by one staff member for a duration of one hour. The estimated wages cost is \$1,100 over the life of the proposed five-year Licence. The remainder of the work is carried out by volunteers managed by the Public Realm and Urban Design team.

Strategic Plan

Vision – creating a welcoming and healthy place for everyone.

Council Policy

Asset Management Policy
Tree Management Policy

Statutory Provisions

Local Government Act 1999, section 232

Written By: Property Manager

A/General Manager: Assets and Delivery, Mr B Blyth

Attachment 1

**LICENCE AGREEMENT
(PARCELS OF LAND FOR ADELAIDE TO SEAFORD RAIL CORRIDOR)**

BETWEEN

**MINISTER FOR INFRASTRUCTURE AND TRANSPORT
("Licensor")**

-AND-

**CITY OF HOLDFAST BAY
("Licensee")**



**Government
of South Australia**

CROWN SOLICITOR

10 Franklin Street, Adelaide SA 5000

(Within the Department for Infrastructure and Transport
83 Pirie Street, Adelaide SA 5000)

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SCHEDULE 1 – Licence Particulars

SCHEDULE 2 – Special Conditions

SCHEDULE 3 – Contamination and Environmental Issues

ATTACHMENT A – Plans

LICENCE AGREEMENT between:

MINISTER FOR INFRASTRUCTURE AND TRANSPORT a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA) of 83 Pirie Street, Adelaide SA 5000 (**Licensor**)

AND

CITY OF HOLDFAST BAY a body corporate pursuant to the *Local Government Act 1999* (SA) of Brighton Civic Centre, 24 Jetty Road, Brighton SA 5048 (**Licensee**).

BACKGROUND:

- A. The Licensor is the registered proprietor of the land described in Item 1 of Schedule 1 (**Land**).
- B. The Licensee wishes to enter onto that portion of the Land described in Item 2 of Schedule 1 (**Licensed Area**) and to use the Licensed Area for the purposes set out in Item 3 of Schedule 1 (**Permitted Use**).
- C. The Licensor has agreed to permit the Licensee to enter onto and use the Licensed Area for the Permitted Use on the terms and conditions contained in this Agreement.

IT IS AGREED:**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Agreement unless the context otherwise requires:

Agreement means this licence agreement as amended, varied or substituted from time to time in accordance with its terms and includes all schedules and annexures (if any);

Business Day means Monday to Friday (excluding public holidays under the *Public Holidays Act 2023* (SA));

Commencement Date means the date set out in Item 4 of Schedule 1;

Contamination means any contamination on the Licensed Area and/or the Land and includes without limitation “**Existing Contamination**”, “**Pollution**”, and “**Site Contamination**” all as defined in this clause 1.1;

environmental harm has the same meaning as in the *Environment Protection Act 1993* (SA) and includes but is not limited to harm or potential harm or risk of harm or future harm to the environment regardless of its severity and duration and includes:

- (a) an environmental nuisance whether or not such nuisance is of a high impact or on a wide scale;
- (b) any environmental harm declared at law or is caused by Pollution howsoever caused whether directly or indirectly or results from Pollution alone or from the combined effects of Pollution and other factors;
- (c) actual or potential harm to the health or safety of persons;
- (d) actual or potential environmental harm; or
- (e) any environmental harm that results in:

- (i) any actual or potential loss (including such reasonable costs and expenses incurred in taking all reasonable and preventable measures to prevent or mitigate any environmental harm or to make good any environmental damage); or
- (ii) property damage;

Environmental Law means any statute or common law relating to the storage, handling or transportation of waste, dangerous goods or hazardous material, relating to occupational health and safety or which has as one of its purposes or effects the protection of the environment;

Existing Contamination means Contamination existing on the Land as at the date of commencement of occupation of the Land by the Licensee;

Expiry Date means the date set out in Item 5 of Schedule 1;

Fencing means the fencing, constructed by the Licensor at the Licensor's cost, that runs along the boundary of one side of the Licensed Area and separates the Licensed Area from the rail corridor;

Land means the whole of land comprised and described in Item 1 of Schedule 1;

Licence Fee means the sum specified in Item 7 of Schedule 1;

Licensed Area means portion of the Land, as more particularly described in Item 2 of Schedule 1;

Pathway means the pathway along the length of the Licensed Area, constructed by the Licensor at the Licensor's cost;

Permitted Use means those purposes as set out in Item 3 of Schedule 1;

Pollution has the same meaning as the *Environment Protection Act 1993 (SA)* and any activity that may cause or contribute to Pollution;

Railway has the same meaning as defined in the Rail Safety Act;

Rail Infrastructure has the same meaning as defined in the Rail Safety Act;

Rail Safety Act means the *Rail Safety National Law (South Australia) Act 2012 (SA)*;

Site Contamination has the same meaning as the *Environment Protection Act 1993 (SA)* and includes but is not limited to any chemical substance present on or below the surface of the Land, contamination of the groundwater beneath the Land or on land adjacent or nearby to the Land where such contamination emanates from the Land; and

Term means the term of this Agreement as set out in clause 1.3.

1.2 Interpretation

In this Agreement unless a contrary intention is evident:

- 1.2.1 Words importing the singular will include the plural and vice versa;
- 1.2.2 Any word importing a gender includes all other genders;
- 1.2.3 Any reference to a person will include a corporate body and vice versa;
- 1.2.4 A reference to the background, a party, clause, schedule or annexure is a reference to the background, a party, clause, schedule or annexure of this Agreement;
- 1.2.5 A reference to any legislation or to any provision of any legislation includes all legislation, regulations, proclamations, ordinances, by-laws and instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment or substitution of that legislation or provision.

- 1.2.6 A reference to a party includes that party's administrators, substitutes, successors and permitted assigns, including but not limited to any succession arising from a machinery of government change;
- 1.2.7 Headings are for convenience of reference only and will not affect the construction or interpretation of the covenants of this Agreement;
- 1.2.8 A reference to a clause number refers to all of its subclauses;
- 1.2.9 Nothing in this Agreement is to be interpreted against a party solely on the basis the party put forward this Agreement or any part of it;
- 1.2.10 Words denoting individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures.
- 1.2.11 A reference to a financial year means an Australian standard financial year commencing 1 July of the relevant year and ending on 30 June of the following year;
- 1.2.12 A reference to dollars is to Australian dollars;
- 1.2.13 All moneys payable by the Licensee to the Licensor under this Agreement will be recoverable as a debt or as rental in arrears and if no date or time for payment is specified will be payable on demand;
- 1.2.14 Anything which the Licensee is required to do under this Agreement will be done at the cost in all things of the Licensee and to the reasonable satisfaction of the Licensor;
- 1.2.15 If anything is to be done on a day which is not a Business Day then it may be done on the next Business Day;
- 1.2.16 A reference to time is a reference to the time in Adelaide, South Australia; and
- 1.2.17 The word "or" is not exclusive.

1.3 Entire Agreement

This Agreement constitutes the entire Agreement of the parties for this subject matter and supersedes any prior agreement, understanding and representation of the parties on the subject matter.

1.4 Governing Law

The laws in force from time to time in South Australia apply to this Agreement and the courts of South Australia have exclusive jurisdiction to determine any proceedings in relation to this Agreement.

1.5 Waiver

- 1.5.1 A waiver of any provision of this Agreement must be in writing and signed by the party or a person duly authorised to execute such a document on a party's behalf.
- 1.5.2 No waiver by a party of a breach of a term or condition contained in this Agreement will operate as a waiver of another breach of the same or of any other term or condition contained in this Agreement.
- 1.5.3 The failure of either party to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

1.6 Modification

Subject to any relevant special conditions set out in Schedule 2, any modification of this Agreement must be in writing and signed by each party.

1.7 Read Down and Severance

If any term or condition of this Agreement is for any reason unlawful, void, invalid or unenforceable then:

- 1.7.1 so far as possible the offending term or condition will be limited and read down so that it is not unlawful, void, invalid or unenforceable; or
- 1.7.2 if the offending term or condition cannot be read down then it will be severed without affecting the validity or enforceability of the remainder of this Agreement.

1.8 Relationship Between the Licensor and the Licensee

- 1.8.1 The Licensor and the Licensee acknowledge and agree that their relationship pursuant to this Agreement will be exclusively that of licensor and licensee in respect of the Licensed Area with the several rights, liabilities, duties and obligations set out in this Agreement.
- 1.8.2 Nothing contained in this Agreement will be deemed or construed to constitute the Licensor to be a partner, joint venturer, principal, agent, trustee (whether express, implied or constructive) beneficiary, lender, borrower or fiduciary of the Licensee and vice versa.

1.9 Auditor-General

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

1.10 Disclosure of Agreement

- 1.10.1 The Licensor may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
- 1.10.2 Nothing in this clause derogates from:
 - (a) the parties obligations under any provisions of this Agreement; or
 - (b) the provisions of the *Freedom of Information Act 1991* (SA).

2. LICENCE

- 2.1 The Licensor grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Licensed Area for the Permitted Use for the Term on the terms and conditions of this Agreement.
- 2.2 The rights granted by the Licensor to the Licensee under this Agreement are contractual only and do not create or confer on the Licensee any tenancy, estate or interest in the Licensed Area.

3. TERM AND HOLDING OVER

3.1 Term

The Term will start on the Commencement Date and continue until the Expiry Date unless terminated earlier pursuant to the terms of this Agreement or otherwise at law.

3.2 Right of Renewal

Nil.

3.3 Holding over

If the Licensee continues to use the Licensed Area with the consent of the Licensor after the expiry of the Term then:

- 3.3.1 the Licensee will use the Licensed Area under a monthly licence;
- 3.3.2 either party may terminate the monthly licence on one (1) calendar month's notice in writing to the other party; and
- 3.3.3 the monthly licence will be at a monthly licence fee equivalent to the monthly proportion of the Licence Fee payable as at the expiry of the Term and otherwise on the same terms and conditions as this Agreement (so far as applicable).

4. LICENCE FEE

The Licensee will pay to the Licensor the Licence Fee in the manner set out in Item 7 of Schedule 1.

5. UTILITIES AND CHARGES

5.1 The Licensee must pay:

- 5.1.1 charges for gas, oil, electricity, water and connection and all charges (including rentals) in respect of any telephone and other telecommunication services connected to and in relation to the Licensed Area which have been consumed by the Licensee; and
- 5.1.2 other charges for the supply of services in relation to the Licensed Area consumed by the Licensee.

5.2 The Licensee must pay, within fourteen (14) days from the date of an invoice, an amount payable under this clause directly to the body making the charge unless the Licensor requires payment to itself.

5.3 If the Licensee fails to pay outstanding charges as and when those charges fall due then the Licensor may pay any of the outstanding amounts referred to in clause 5.1 which have not been paid by the Licensee when due. Any such sum or sums paid by the Licensor may be recovered from the Licensee under law.

6. NO ASSIGNMENT

The rights and obligations on the Licensee under this Agreement are personal to the Licensee and the Licensee will not assign, transfer, sub-contract or otherwise part with possession of the Licensed Area without the prior written consent of the Licensor (which consent may be given or withheld at the Licensor's absolute discretion).

7. SPECIAL CONDITIONS

7.1 The Licensee acknowledges and agrees that the special conditions (if any) set out in Schedule 2 apply to this Agreement and the Licensee will comply with these special conditions.

7.2 In the case of any inconsistency between the special conditions set out in Annexure A and the terms of this Agreement, the special conditions will prevail to the extent of such inconsistency.

8. SAFE WORKING CONDITIONS

The Licensee acknowledges and agrees that the safe working conditions contained in the special conditions set out in Schedule 2 of this Agreement will be complied with while undertaking any of its rights, responsibilities and obligations under this Agreement.

9. PERMITTED USE

9.1 The Licensee will only use or permit the Licensed Area to be used for the Permitted Use unless the Licensee obtains the prior written consent of the Licensor to use the Licensed Area for any other purpose.

- 9.2 The Licensee must at its expense obtain and maintain all necessary approvals and consents required for use of the Licensed Area by the Licensee.
- 9.3 Notwithstanding any other provisions of this Agreement, the Licensor may restrict the use of the Licensed Area where such use will in the Licensor's opinion cause damage to the Licensed Area or will prejudice, cause nuisance to or obstruct other users of the Land.
- 9.4 The Licensee must not allow the Licensed Area to be used:
- 9.4.1 for an offensive, noisy or dangerous trade, business or occupation;
 - 9.4.2 for an illegal or immoral purpose; or
 - 9.4.3 so as to cause unreasonable nuisance, interference or inconvenience to others.
- 9.5 The Licensee will not use the Licensed Area as business premises:
- 9.5.1 at which goods are sold to the public by retail; or
 - 9.5.2 at which services are provided to the public or to which the public is invited to negotiate for the supply of services.

10. LICENSOR ADDITIONS

- 10.1 The parties acknowledge and agree the following:
- 10.1.1 the Licensor has, at its cost, constructed a Pathway, landscaping, signage and lighting on the Licensed Area to be used by the Licensee during the Term for the Permitted Use and which is to be maintained by the Licensee at the Licensee's cost;
 - 10.1.2 the Licensor, at its cost, has constructed Fencing that separates the Licensed Area from the rail corridor and which will be maintained by the Licensor at the Licensor's cost; and
 - 10.1.3 the Fencing is an important element of rail corridor safety and must not be changed, altered or damaged by the Licensee or any invitee, agent or contractor of the Licensee.
- 10.2 The Licensee will **immediately** notify the Network Access Manager on (08) 8218 2217 of any change, vandalism, damage or deterioration of the Fencing.

11. MAINTENANCE AND CLEANING

- 11.1 The Licensee will at its expense:
- 11.1.1 keep the Licensed Area in a clean condition and free from accumulations of waste and rubbish brought onto the Licensed Area;
 - 11.1.2 maintain, repair and keep the Licensed Area and any fixtures, fittings or other property, except those installed by the Licensor, in good and substantial repair and condition (fair wear and tear excepted);
 - 11.1.3 maintain and repair the surface of the Pathway;
 - 11.1.4 maintain and repair the lighting along the Pathway;
 - 11.1.5 maintain and repair signage along the Pathway;
 - 11.1.6 take all reasonable steps to maintain and prune landscaping along the Pathway and ensure that vegetation does not encroach onto the Licensor's rail corridor and that vegetation does not impede the Licensor's capacity to maintain the Licensor's fence line or restrict the Licensor's access from the Licensed Area to the Licensor's rail corridor through access gates located along the Pathway; and

11.1.7 promptly make good any damage caused to the Licensed Area by the Licensee or its agents.

11.2 For the avoidance of doubt, the parties acknowledge and agree that the Licensee is not required to maintain or repair the Fencing.

11.3 The Licensee will take all reasonable steps to ensure that litter does not accumulate on the Licensed Area.

12. CONTROL OF ANIMAL AND PLANT PESTS

The Licensee will, as is reasonably practical, control all animal and plant pests as required by the relevant authorities pursuant to the *Native Vegetation Act 1991* (SA) and the *Landscape South Australia 2019* (SA).

13. NOTICE OF HAZARDS

The Licensee will on becoming aware give prompt notice to the Licensor of any circumstances, including any accident to or defect or lack of repair in any fixture, fitting or other item on the Licensed Area which the Licensor should reasonably be aware that might cause any danger, risk or hazard to or on the Licensed Area or any person on the Licensed Area.

14. STATUTORY COMPLIANCE

The Licensee will at all times during the Term perform, observe and comply with the requirements of all laws, statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation for the time being in force in the State of South Australia and all notices, orders or requirements lawfully given or made by any authority or authorities whether the notice is issued to the Licensee or the Licensor applicable to the Licensed Area, to the licence granted, to the Licensee's activities on the Licensed Area or to the use of the Licensed Area by the Licensee.

15. ALTERATIONS OR ADDITIONS

15.1 The Licensee will not erect, make or effect any alteration or addition in or to the Licensed Area or any part of it without the prior written consent of the Licensor (which consent shall not be unreasonably withheld) and, if consent is given, may be subject to such conditions as may be required by the Licensor.

15.2 Any alteration, addition or installation made by the Licensee will remain the property of the Licensee who is responsible at its cost for the maintenance and repair and, in the case of any plant or equipment, for the repair and running costs.

15.3 The Licensee must carry out additions:

15.3.1 in a proper and workmanlike manner;

15.3.2 using materials of an appropriate standard;

15.3.3 in accordance with any direction given by the Licensor.

15.4 The Licensee will take all necessary steps to ensure that the construction of any new additions will be undertaken in such manner so as to not unreasonably interfere with any of the Licensor's assets on the Licensed Area.

16. OBLIGATIONS AT THE END OF THE TERM

16.1 On the expiration or earlier termination of this Agreement, unless otherwise agreed with the Licensor, the Licensee will at its expense remove all Licensee improvements and items from the Licensed Area and restore the Licensed Area to such condition as it was in prior to such improvements and in good and substantial repair and deliver up possession of the Land consistent with the Licensee's obligations contained in this Agreement.

16.2 If the Licensee does not remove all its improvements and items and deliver up possession of the Licensed Area in accordance with clause 16.1, the Licensor may remove such improvements and items at the Licensee's expense and carry out such works as the Licensor considers necessary to reinstate and restore the Licensed Area at the Licensee's expense and the Licensor may recover all expenses incurred from the Licensee as a debt due.

17. LICENSOR'S INSPECTION

17.1 The Licensee will permit the Licensor and any officer, employee agent or contractor of the Licensor to enter on the Land at all reasonable times to examine the condition of the Licensed Area.

17.2 The Licensor may require the Licensee by notice in writing to undertake repairs to the Licensed Area or such other actions to ensure compliance with the obligations on the Licensee contained in this Agreement and the Licensee must comply with such notice issued pursuant to this clause 17 within the time specified in the notice.

17.3 The Licensee must comply with any reasonable notice, based on the scope of the works, issued pursuant to this clause 17 within the reasonable time specified in the notice.

17.4 If the Licensee fails to comply with its obligations under this clause 17, the Licensor may carry out such repairs or undertake other obligations of the Licensee and the Licensor may recover all reasonable costs and expenses incurred from the Licensee as a debt due.

18. NO WARRANTY

The Licensee acknowledges that the Licensor does not expressly or impliedly provide any warranty, representation, undertaking or promise whatsoever that the Licensed Area is now or will remain suitable or adequate, structural or otherwise, for all or any of the purposes of the Licensee.

19. RELEASE

19.1 The Licensee will occupy and use the Licensed Area at its own risk and the Licensee releases to the full extent permitted by law the Licensor (and the Crown in right of the State of South Australia), its officers, employees, agents and contractors, in the absence of any default, neglect or omission on their part, from all claims resulting from:

19.1.1 any loss of life, accident, injury to persons or loss or damage to property occurring in, on or in the vicinity of the Licensed Area (including any loss or damage to any personal property of the Licensee, its workers, contractors, agents or invitees); or

19.1.2 any defect, contamination or Pollution in or on the Licensed Area.

19.2 This clause survives any expiry or termination of this Agreement.

20. INDEMNITY

20.1 The Licensee will indemnify and keep indemnified the Licensor (and the Crown in right of the State of South Australia), its officers, employees, agents and contractors against all claims which the Licensor incurs in connection with any loss of life, personal injury, loss or damage to property or any other loss whatsoever arising out of:

20.1.1 the use or occupation of the Licensed Area by the Licensee, its agents, employees, contractors or invitees;

20.1.2 the exercise of the rights or obligations of the Licensee, its agents, employees, contractors or invitees; or

20.1.3 any breach of a Licensee obligation under this Agreement,

except to the extent such loss of life, personal injury or loss or damage to property is contributed to by any negligent act or omission of the Licensor or its officers, employees, agents or contractors.

20.2 This clause survives any expiry or termination of this Agreement.

21. INSURANCE

21.1 The Licensor warrants that the Licensor is entitled to the benefits of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation ("**SAICORP**") in respect of the operations under this Agreement.

21.2 The Licensee warrants that it is a member of the Local Government Association Mutual Liability Scheme ("**the Scheme**") and is bound by the rules of the Scheme pursuant to the *Local Government Act 1999* ("**the Act**") and in the event that the Licensee ceases to be a member of the Scheme it will forthwith, (pursuant to section 142(1) of the Act and Regulations under the Act) take out and maintain insurance to cover its civil liabilities at a minimum level of cover of THREE HUNDRED MILLION DOLLARS (\$300,000,000).

21.3 The Licensor and the Licensee will ensure as far as practicable that any contractors and any sub-contractors are insured to a level determined by the Licensor and the Licensee in relation to the obligations under this Agreement.

22. DAMAGE OR DESTRUCTION

22.1 The Licensor has no obligation to:

22.1.1 reinstate or restore the Licensed Area if the Licensed Area is damaged or destroyed or otherwise rendered unfit for occupation or use by the Licensee;
or

22.1.2 reinstate or restore any part of the Land if access to the Licensed Area is compromised by damage to or destruction of any part of the Land.

22.2 If the Licensed Area or any part of the Land is damaged or destroyed, the Licensor may determine in its absolute discretion whether the Licensed Area has been rendered unfit for occupation or use by the Licensee.

22.3 If the Licensor determines that the Licensed Area is unfit for occupation or use by the Licensee, this Agreement will terminate immediately as of the date of the damage to or destruction of the Land without prejudice to any rights, remedies or actions that the Licensor may have against the Licensee which have arisen prior to the date of termination.

23. TERMINATION

23.1 The Licensor may terminate this Agreement immediately by notice in writing served on the Licensee if:

23.1.1 the Licensee is in breach of this Agreement and has not rectified such breach within twenty eight (28) days of the Licensor giving notice in writing to the Licensee requiring the rectification of such breach;

23.1.2 the Licensee commits or permits any further breach of an obligation imposed on the Licensee for which the Licensor has previously given notice in writing even if the previous breach by the Licensee has been rectified; or

23.1.3 the Licensee is made bankrupt or an application is made to wind up the Licensee or a receiver or a receiver and manager or an official manager is appointed or a mortgagee takes possession of any of the assets of the Licensee.

23.2 Termination of this Agreement by the Licensor is without prejudice to any rights, remedies or actions that the Licensor may have or has against the Licensee which have arisen prior to the date of termination.

24. NOTICES

24.1 A **notice** means:

24.1.1 a notice in writing; or

24.1.2 a consent, approval or other communication required to be in writing under this Agreement.

24.2 A notice must be signed by or on behalf of the sender addressed and sent to the recipient's address and if:

24.2.1 hand delivered, is treated as having been given and received on the day of delivery where delivered before 5.00pm on a Business Day, otherwise on the next Business Day;

24.2.2 sent by pre-paid mail, is treated as having been given and received five (5) Business Days after posting; or

24.2.3 transmitted by electronic mail and the transmission was completed before 5.00pm on a Business Day, is treated as having been given and received on that Business Day otherwise on the next Business Day, provided that:

- (a) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
- (b) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.

24.3 The address or email address of a person are those set out below that person's name in Item 9 of Schedule 1.

24.4 A person may from time to time notify its change of address or email address by written notice to the other party.

25. COSTS

25.1 In addition to the License Fee (if demanded by the Licensor) and other moneys payable by the Licensee under this Agreement, the Licensee must pay all:

25.1.1 reasonable expenses incurred by the Licensor incidental to or in connection with the preparation, perusal and execution of this Agreement;

25.1.2 stamp duty on this Agreement (if any);

25.1.3 reasonable costs incurred by the Licensor in relation to:

- (a) the negotiation, preparation and stamping of any instrument varying, extending or surrendering this Agreement; and
- (b) a request from the Licensee for the Licensor's consent or approval; and

25.1.4 reasonable costs fees and expenses incurred by the Licensor in consequence of or in connection with any default by the Licensee in performing or observing the terms of this Agreement, including legal fees on a client/solicitor indemnity basis.

25.2 Each party will bear their own costs of and incidental to the negotiation of this Agreement.

26. **RESOLUTION OF DISPUTES**

- 26.1 Except to the extent that an express dispute resolution mechanism is provided for elsewhere in this Agreement, disputes in relation to this Agreement must be resolved in accordance with this clause 26.
- 26.2 Either party may, in a case of genuine urgency, seek immediate interlocutory relief or an interim remedy.
- 26.3 Subject to clause 26.2, all disputes must be resolved as follows:
 - 26.3.1 each party must submit the dispute to an appropriately qualified and experienced person (**Negotiators**); and
 - 26.3.2 the Negotiators must meet as soon as practicable to resolve the dispute, but in any case within five (5) Business Days of its reference to them. Each party must authorise and inform its Negotiators sufficiently so that he or she can undertake that meeting without detailed reference to another person.
- 26.4 Prior to either party commencing legal proceedings, if the dispute has not been resolved in accordance with clause 26.3, the parties may refer the matter to independent mediation by a mediator, appointed by the President of the Law Society of South Australia at the time, in which they each agree to participate in good faith and share the costs equally.
- 26.5 Notwithstanding the existence of a dispute each party must continue to perform its obligations under this Agreement, unless otherwise agreed by both parties.
- 26.6 This clause survives any expiry or termination of this Agreement.

27. **CONTAMINATION AND ENVIRONMENTAL ISSUES**

The Licensee acknowledges and agrees that the provisions regarding contamination and environmental issues (if any) set out in Schedule 3 apply to this Agreement and the Licensee will comply with such provisions.

EXECUTED AS AN AGREEMENT

DATED:

Executed by the Licensor:

THE COMMON SEAL of **MINISTER FOR**)
INFRASTRUCTURE AND TRANSPORT)
 (as successor in title to Minister for)
 Transport, Infrastructure and Local)
 Government) was hereunto affixed by)
 authority of the Minister in the presence of:)

.....
Signature of Witness (above)

Executed by the Licensee:

COMMON SEAL of CITY OF)
HOLDFAST BAY was hereunto)
affixed in the presence of and)
as attested by the Mayor and the)
Chief Executive Officer:)

(Affix Seal Above)

Signature:

Signature:

Print Name:
Mayor

Print Name:
Chief Executive Officer

Item 8

Licence Fee Review Not applicable.

Item 9

Notices

Licensor

Portfolio Manager, Rail, Property Directorate
Commercial and Contracts Management
Department for Infrastructure and Transport
Level 13, 83 Pirie Street, Adelaide SA 5000
GPO Box 1533, Adelaide SA 5001
Email: DIT.PropertyPortfolioAssets@sa.gov.au

Licensee

Attention: Chief Executive Officer
City of Holdfast Bay
Brighton Civic Centre, 24 Jetty Road, Brighton SA 5048
PO Box 19, Brighton SA 5048
Email: mail@holdfast.sa.gov.au

SCHEDULE 2**SPECIAL CONDITIONS****1. FUTURE RAIL TRANSPORT PURPOSES AND EARLY TERMINATION**

- 1.1. The Licensee acknowledges that the Land is held by the Licensor for rail transport purposes (including, without limitation, for purposes consistent with the statutory functions and powers of the Licensor in relation to rail transport).
- 1.2. The Licensee agrees that:
 - (a) the Licensed Area is located near or in the vicinity of an operational rail line or was formerly used for rail purposes; and
 - (b) the Land or any part thereof may be required for future rail transport purposes as the Licensor in its absolute discretion deems necessary.
- 1.3. The Licensee agrees that, in addition to any other rights of termination granted by this Agreement, the Licensor will have the right at any time during the Term, on giving six (6) months' prior written notice to the Licensee, to terminate this Agreement (or modify any terms of this Agreement accordingly) without any compensation payable to the Licensee, as the Licensor in its absolute discretion deems necessary that the Licensed Area or any part of the Licensed Area will be required by the Licensor for future rail transport purposes.
- 1.4. The Licensor will not be liable to the Licensee for any loss occasioned to the Licensee as a result of the Licensor exercising its rights under this special condition.

2. RAIL LAND AND INFRASTRUCTURE

- 2.1. The Licensee expressly acknowledges that the Licensed Area is located near or in the vicinity of an operational rail line and it is taking this Agreement in the knowledge that the noise and railway operations may adversely affect the Licensee's use and enjoyment of the Licensed Area.
- 2.2. The Licensee:
 - (a) acknowledges that all Rail Infrastructure (if any) on the Licensed Area is the property of the Licensor;
 - (b) will not remove, modify, disable or damage the Rail Infrastructure (if any) in any way and must at the cost in all things of the Licensee reinstate, repair and make good any damage to the Rail Infrastructure to the reasonable satisfaction of the Licensor;
 - (c) must notify the Licensor in writing of any removal, modification, disabling or damage to the Rail Infrastructure as soon as reasonably practicable and the Licensor will have the option to reinstate repair or make good the Rail Infrastructure at the cost of the Licensee; and
 - (d) will not use the Rail Infrastructure for the purpose of transportation on the railway tracks by means of any motorised or non-motorised vehicles, or any type of rolling stock.
- 2.3. For the purposes of this clause, **Rail Infrastructure** means the following improvements, whether or not constituting fixtures at law:

- (a) trackwork including without limitation, rail lines, crossing loops, level crossings, sleepers, ballast, fastenings, points, poles, pylons, pipes, drains, structures, supports, overhead lines, buffer stops, posts and signs;
- (b) earthworks and formations including cuttings, embankments, tunnels (including any tunnel lighting and ventilation), ditches, retaining walls and platforms;
- (c) bridges, culverts, overpasses, under-bridges and viaducts;
- (d) signalling and train control and communications systems (including signal boxes, huts and telegraph and transmission lines and instruments); and
- (e) access roads, approaches, footpaths, gates, cattle stops and fences.

3. RAILWAY SAFETY

3.1. The Licensee acknowledges and agrees that:

- (a) by virtue of this Agreement, the Licensee is responsible for the care, control and management of the Pathway;
- (b) on the Commencement Date, the Land contains Railway and/or certain Rail Infrastructure;
- (c) the Pathway is either adjacent to or crosses Railway and/or Rail Infrastructure on the Land; and
- (d) the Licensee will do all things necessary to ensure that it complies with its obligations under the Rail Safety Act and any safety protocols required by the Licensor which the Licensor may vary from time to time.

3.2. The Licensee acknowledges and agrees that at no time are people, vehicles, items of plant, or objects to be placed on, or operated within three (3) metres of, any Railway of any Rail Infrastructure without the prior approval of the Licensor.

3.3. The Licensee must contact the Licensor, by way of the Licensor's Network Access Manager on (08) 8218 2217, to request access to the Railway or Rail Infrastructure, which access may or may not be granted at Licensor's discretion. If the Licensor's Network Manager is unavailable, the Licensee must contact the Licensor.

3.4. If access to the Railway or Rail Infrastructure is granted, the Licensee must, at its cost in all things, comply with its obligations under the Rail Safety Act and the applicable access and safety protocols as required by the Licensor.

4. TRAFFIC

The Licensee must ensure that in the course of undertaking the Permitted Use, vehicular traffic on or adjacent to the Land is not restricted in any way and must ensure that to the extent of the Licensee's control over the same free passage is provided over, across and along such areas at all times.

5. EASEMENTS AND ENCUMBRANCES

5.1. The Licensee acknowledges that there are easements registered on Certificates of Title for the Land and the Licensee takes this Agreement subject to such easements.

5.2. The Licensee acknowledges that there may be encumbrances registered on Certificates of Title for the Land and the Licensee takes this Agreement subject to such encumbrances.

SCHEDULE 3**CONTAMINATION AND ENVIRONMENTAL ISSUES****1. CONTAMINATION AND ENVIRONMENTAL ISSUES**

- 1.1 The Licensee:
- 1.1.1 acknowledges that the Land is a rail corridor, it is in the vicinity of an operational rail line and is likely to contain Contamination; and
 - 1.1.2 acknowledges and agrees that it is aware of and the Licensor is not liable to the Licensee in respect of Existing Contamination.
- 1.2 If the Licensee proposes the construction of any works which have a risk of causing Site Contamination or Pollution, then the Licensee must carry out its own due diligence regarding soil contamination before undertaking any such construction works. The Licensee must also submit plans to the Licensor for approval which contain management measures to minimise risks to human health and the environment, (including but not limited to appropriate personal protective equipment for contractors and dust suppression), such plans for approval include but are not limited to an environmental management plan for the proposed construction phase of the works, which includes a site rehabilitation plan for any disturbed areas on the Land.
- 1.3 The Licensee must:
- 1.3.1 not allow nor bring any substance or compound nor do anything that may in any way cause or contribute to any Contamination or environmental harm to the Licensed Area and/or the Land without the prior written consent of the Licensor (which may be given or withheld by the Licensor at its absolute discretion);
 - 1.3.2 immediately notify the Licensor of any act or omission by the Licensee or of which the Licensee becomes aware that has caused or has a reasonable prospect of causing any Contamination or environmental harm to the Licensed Area and/or the Land;
 - 1.3.3 on receiving a written direction from the Licensor that lists its reasons or reasonable opinion, the Licensee must cease any activity on the Licensed Area and/or the Land that may tend to cause or is causing or has caused any Contamination or environmental harm; and
 - 1.3.4 if required by the Licensor in writing, at the Licensee's expense, remove from the Licensed Area any and all substances and compounds which were allowed or brought onto the Licensed Area by the Licensee which are causing exacerbating or contributing to any Contamination or environmental harm to the Licensed Area and/or the Land and if applicable restore the Licensed Area and/or the Land to the condition it was in on the date on which the Licensee commenced occupation of the Licensed Area.
- 1.4 The Licensee acknowledges that the Licensor makes no representation or warranty about the state, condition or suitability of the Licensed Area and/or the Land including whether there may be any Contamination. In the event there is Contamination, the Licensee must not do anything that adds to or exacerbates the Contamination and, if required by the Licensor in writing, the Licensee must cease such activity that has added or exacerbated the Contamination.
- 1.5 The Licensee will take all reasonable steps not to cause or permit any activity which may cause or contribute to Site Contamination of the Licensed Area, and if the

- Licensee does so, the Licensee will be fully liable and responsible for any clean up orders including all associated costs.
- 1.6 Without limiting the provisions of clause 20, the Licensee indemnifies the Licensor against any loss, claim, liability, cost or expense suffered or incurred by the Licensor including legal costs on a full indemnity basis, as a consequence of:
- 1.6.1 any Contamination of the Licensed Area and/or the Land caused or contributed to by the Licensee, to the extent that the Licensee caused or contributed to it; and
- 1.6.2 the Licensor's compliance with or the Licensee's compliance or failure to comply with any lawful direction, notice, order, demand or other requirements to take any action or refrain from taking any action in respect of Contamination or the cause of Contamination of the Land from any authority, pursuant to any Environmental Law made after the Commencement Date except to the extent that it applies to Existing Contamination.
- 1.7 Within twelve (12) months before the expiry of the Term or within twelve (12) months after any earlier termination of this Agreement the Licensor may require the Licensee, at the sole cost of the Licensee (unless otherwise agreed in writing by the Licensor) to engage an appropriately qualified expert (such expert to be approved by the Licensor, which approval will not be unreasonably withheld) to cause a final environmental assessment report to be prepared in order to establish the level of Contamination existing on the Land as at the end of the Term, (which determines whether the Licensee has caused any Contamination or environmental harm).

ATTACHMENT A

PLANS

Plan 1	Licence Area in red
CT 6168 / 475	D36909 A3
	

ATTACHMENT A

PLANS (CONT.)



ATTACHMENT A

PLANS (CONT.)

Plan 3	Licence Area in red		
CT 6150 / 321 CT 5818 / 278	F 146990 A56 F 146991 A57	CT 5697 / 48 CT 6150 / 320	F209578 A115 R5330ACB

ATTACHMENT A

PLANS (CONT.)

<p>Plan 4</p>	<p>Licence Area in red</p>	<p>CT 6150 / 320 CT 6150 / 320</p>	<p>R1194ACQA R5330ACB</p>	<p>F218310 A47 F146991 A57</p>	<p>CT 5837 / 188 CT 5818 / 278</p>	
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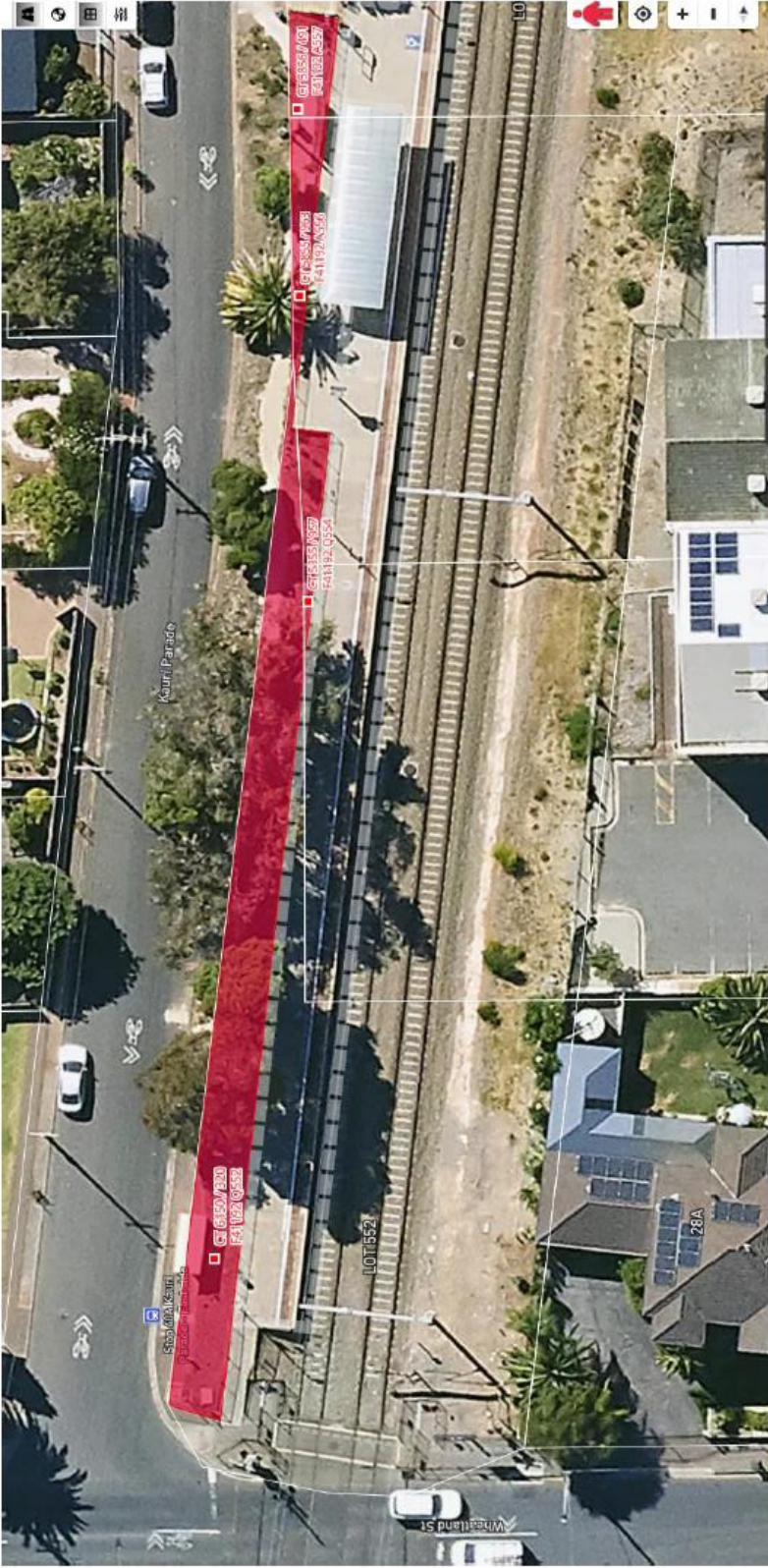
ATTACHMENT A

PLANS (CONT.)

Plan 6	Licence Area in red
CT 5856 / 491 CT 5856 / 491 CT 5948 / 233	F41192 A557 F41192 A558 D67146 Q741

ATTACHMENT A

PLANS (CONT.)

Plan 7	Licence Area in red
CT 6150 / 320 CT 5355 / 957 CT 5855 / 963 CT 5856 / 491	F41192 Q552 F41192 Q554 F41192 A556 F41192 A557
	

ATTACHMENT A

PLANS (CONT.)

Plan 8	Licence Area in red
CT 6149 / 865	D69629 A492
	

ATTACHMENT A

PLANS (CONT.)

Plan 9	Licence Area in red
CT 6168 / 205	D40905 A300



ATTACHMENT A

PLANS (CONT.)

Plan 10	Licence Area in red	
CT 6168 / 205	D40905 A300	

Item No: 15.5

Subject: **GLENELG NORTH COMMUNITY GARDEN LICENCE**

Summary

Glenelg North Community Garden currently holds a five-year Licence to occupy a section of Kibby Reserve until 30 June 2023, with an option to renew for a further five years. This report seeks Council's endorsement for a Licence extension to be issued for a further five-years expiring 30 June 2028.

Recommendation

That:

- 1. Council enters into an Extension of Licence Agreement with Glenelg North Community Garden Incorporated over a portion of land comprised in Certificate of Title Volume 5553 Folio 244 for a further term of five years commencing 1 July 2023 and expiring on 30 June 2028 on the same terms and conditions, as outlined in the document provided as Attachment 1 to this report.**
 - 2. the Mayor and Chief Executive Officer be authorised to execute and seal any documents required to give effect to this Licence.**
-

Background

At its meeting held on 24 April 2018, Council granted a Licence to Glenelg North Community Garden Incorporated, to occupy a section of Kibby Reserve, Glenelg North, for a five-year period (Resolution No. C240418/1140). Under the terms of the Licence, Glenelg North Community Garden was afforded a right for a further five-year renewal, which it is now requesting.

Report

Glenelg North Community Garden is an inclusive community group that grows organic, seasonal and sustainable fruit and vegetables. They encourage and welcome people of all ages and abilities to enjoy the benefits of gardening. They hold regular plant sales, workshops and cooking demonstrations, and house eight chickens. The garden has 50 members who share 25% of the plots, with the remaining plots leased to individuals. These are in such demand that there is currently a waiting list.

Administration has prepared the Extension of Licence Agreement to allow for the existing Licence to be extended for a further five-year period, expiring on 30 June 2028 (as required under the terms of the renewal clause). A copy of the Licence, which is already signed by Glenelg North Community Garden, is provided as Attachment 1 to this report.

Refer Attachment 1

Under the terms of the existing Licence, rent is to be reviewed annually by the change in the Consumer Price Index plus an additional 2%. This extends to any period of holding over or during any renewed term, and Administration has been increasing their rent in accordance with these terms. The calculation of the commencing rent of \$364.07 per annum as of 1 July 2023 is noted as Attachment 2 of this report.

Refer Attachment 2

Glenelg North community Garden is well governed and has a highly responsive Committee who is willing to work with Council. They have been able to demonstrate they are able to meet the essential terms of their Licence, including providing copies of insurance, their constitution, annual reports and audited financials. A summary is provided as Attachment 3 of this report.

Refer Attachment 3

Based on their popularity and success since its inception in 2012, it is recommended that a five-year Licence extension is granted to the licensee.

Budget

Revenue from Glenelg North Community Garden Licence is reflected in council's Annual Business Plan for 2024-25.

Life Cycle Costs

There are no life cycle costs associated with renewing this Licence. Glenelg North Community Garden has fitted out and maintains the entirety of their facility.

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 Leases Act 1995

Written By: Property Manager

A/General Manager: Assets and Delivery, Mr B Blyth

Attachment 1

Extension of Licence Agreement

Kibby Reserve, Glenelg North

City of Holdfast Bay

Glenelg North Community Garden Incorporated

Norman Waterhouse Lawyers Pty Ltd ACN 621 909 395

Level 11, 431 King William Street, Adelaide SA 5000
GPO Box 639, Adelaide SA 5001
www.normans.com.au

T +61 8 8210 1200

DATE

PARTIES

City of Holdfast Bay (ABN 62 551 270 492) of PO Box 19 Brighton SA 5048 (**Council**)

Glenelg North Community Garden Incorporated of Kibby Reserve, Glenelg North SA 5048 (**Licensee**)

BACKGROUND

- A. The Council has granted the Licence over the Premises to the Licensee.
- B. The Licensee has requested the Council to grant to the Licensee an extension of the Licence for the Renewed Term.
- C. The Council has agreed to grant the Licensee an extension of the Licence for the Renewed Term on the terms set out in this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Effective Date means the date described in Item 1 of the Schedule.

Licence means the Memorandum of Licence described in Item 2 of the Schedule.

Premises means the premises described in Item 3 of the Schedule.

Renewed Term means the term described in Item 4 of the Schedule.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

1.2.1 headings do not affect interpretation;

1.2.2 singular includes plural and plural includes singular;

1.2.3 words of one gender include any gender;

1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;

1.2.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;

1.2.6 a reference to this agreement includes any schedules to this agreement;

1.2.7 a reference to a document is a reference to that document as varied, novated or replaced from time to time;

- 1.2.8 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.9 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

1.3 **Background**

The Background forms part of this agreement and is correct.

2. **EXTENSION OF LICENCE**

- 2.1 The Licence is hereby extended for the Renewed Term upon the same terms and conditions as are expressed or implied in the Licence.
- 2.2 The licence fee payable by the Licensee on and from the Effective Date is \$364.07 per annum (exclusive of GST) (subject to review).

3. **MISCELLANEOUS**

3.1 **Assignment**

A party must not assign or otherwise deal with this agreement or any right under it without the written consent of the other party (which consent must not be unreasonably withheld or delayed).

3.2 **Further acts**

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement.

3.3 **Governing law**

- 3.3.1 This agreement is governed by the law in South Australia.
- 3.3.2 The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

4. **COSTS**

Each party must pay one half of the costs of and incidental to the negotiation, preparation and execution of this agreement.

Schedule

Item 1

Effective Date

1 July 2023

Item 2

Licence

Licence Agreement between the Council and the Licensee dated 4 July 2019 commencing on 1 July 2018 and expiring on 30 June 2023 together with one right(s) of renewal of 5 years.

Item 3

Premises

Portion of the land comprised in Certificate of Title Volume 5553 Folio 244 and known as Lot 2, Kibby Reserve, Glenelg North SA 5048 as delineated in red on the plan attached as Annexure B to the Licence

Item 4

Renewed Term

A term of five (5) years commencing on 1 July 2023 and expiring on 30 June 2028

EXECUTED as an agreement

Council

The common seal of City of Holdfast Bay was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer (print)

Licensee

The common seal of Glenelg North Community Garden Incorporated was affixed pursuant to the Associations Incorporation Act 1985 in accordance with its constitution:

.....
Chairperson/Vice-Chairperson
(Please delete as applicable)

.....
Signature of Committee/Board Member
(Please delete as applicable) **(SECRETARY)**

AINE GREENE
.....
Name (print)

KAREN USHER
.....
Name (print)

Attachment 2

Rental Calculations - Glenelg North Community Garden

Date	Rent ex GST	Preceding Qtr CPI Index	% change	Additional	Total increase
1/07/2018	\$ 277.00	112.1			
1/07/2019	\$ 286.49	113.7	1.43%	2%	3.43%
1/07/2020	\$ 294.49	114.6	0.79%	2%	2.79%
1/07/2021	\$ 308.60	117.8	2.79%	2%	4.79%
1/07/2022	\$ 334.42	125.3	6.37%	2%	8.37%
1/07/2023	\$ 364.07	133.9	6.86%	2%	8.86%
1/07/2024	\$ 387.66	139.9	4.48%	2%	6.48%

Attachment 3



**ESSENTIAL TERMS CHECKLIST FOR RENEWAL OF LEASE
ROTARY CLUB OF HOLDFAST BAY - GLENELG NORTH COMMUNITY CENTRE PRECINCT
AS AT MARCH 2025**

ITEM	LEASE REQUIREMENT	ACTION	OUTCOME
Payments	Rent and other charges to be paid on time.	Confirm no arrears.	All charges up to date.
Constitution	Provide on commencement and within 28 days of any amendment.	Confirm copy is on file and is current.	On file.
By-Laws/Rules	Provide on commencement and within 28 days of any amendment.	Confirm copy is on file and is current.	On file.
Annual Report and Audited Financials	Due annually by 30 Nov.	Confirm copy on file.	On file.
Public Liability Insurance	Certificate of Currency showing minimum \$20mil noting COHB as interested party.	Confirm CoC is on file and has not expired.	On file.
Plots	Minimum 25% of plots to be designated communal for members; two wheelchair accessible plots; shared plots to be made available to general public 2-3 times per year.	Confirmation with club.	Condition being met.

Item No: 15.6

Subject: **AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION – 2025 FEDERAL ELECTION PRIORITIES**

Summary

The federal election will be held on 3 May 2025.

Working in conjunction with its member state and territory associations, the Australian Local Government Association (ALGA) has developed a framework and resources for a national advocacy campaign that will run in the lead up to this election.

The Put Our Communities First campaign advocates for new federal funding to be distributed to all councils on a formula-basis, similar to the way Financial Assistance Grants and Roads to Recovery funding have been provided for many years.

This would support all councils to deliver local solutions to challenges being faced in affordable housing, road safety, natural disasters and climate change.

Recommendation

That Council:

- 1. supports the national federal election funding priorities identified by the Australian Local Government Association (ALGA);**
 - 2. supports and participates in the Put Our Communities First federal election campaign; and**
 - 3. writes to the local federal member(s) of Parliament, all known election candidates in local federal electorates and the President of the Australian Local Government Association expressing support for ALGA's federal election funding priorities.**
-

Background

The federal election will be held on 3 May 2025.

Working in conjunction with its member state and territory associations, the Australian Local Government Association (ALGA) has developed a framework and resources for a national advocacy campaign that will run in the lead up to this election.

Based around the tagline of "Put Our Communities First", the goal is to secure additional federal funding that will support every council to play a bigger role delivering local solutions to national priorities.

All Australian councils have been asked to participate in this campaign to ensure a coordinated approach that will deliver the best possible outcomes.

Report

The Put Our Communities First campaign advocates for new federal funding to be distributed to all councils on a formula-basis, similar to the Commonwealth's Roads to Recovery Program, or the previous Local Roads and Community Infrastructure Program.

This will ensure that every council and community benefits and will support local decision making based on local needs.

ALGA has developed free campaign resources that can be adapted and used by all councils to ensure a consistent and effective approach.

Participating in a national advocacy campaign does not preclude the City of Holdfast Bay from advocating on additional local needs and issues, but it will strengthen the national campaign and support all 537 Australian local governments.

The five national funding priorities have been determined by the ALGA Board – comprised of representatives from each of Australia's state and territory local government associations – and align with key national priorities.

These five funding priorities are:

- \$1.1 billion per year for enabling infrastructure to unlock housing supply
- \$500 million per year for community infrastructure
- \$600 million per year for safer local roads
- \$900 million per year for increased local government emergency management capability and capacity, and
- \$400 million per year for climate change adaptation.

Further information on each of these priorities is listed below.

Housing Enabling Infrastructure

A lack of funding for enabling infrastructure – including roads, and water and sewerage treatment connections and facilities – is a significant barrier to increasing housing supply across the country.

Research from [Equity Economics](#) found that 40% of local governments have cut back on new infrastructure developments because of inadequate enabling infrastructure funding.

This research also shows that achieving the National Housing Accord's housing targets would incur an additional \$5.7 billion funding shortfall on top of infrastructure funding gaps already being felt by councils and their communities.

A five year, \$1.1 billion per annum program would fund the infrastructure that is essential to new housing developments, and Australia reaching its housing targets.

Community Infrastructure

ALGA's [2024 National State of the Assets report](#) indicates that \$8.3 billion worth of local government buildings and \$2.9 billion worth of parks and recreation facilities are in poor condition and need attention.

Introduced in 2020, the Local Roads and Community Infrastructure Program supported all councils to build, maintain and upgrade local facilities, with \$3.25 billion allocated on a formula basis.

This program had a significant impact, driving an almost \$1 billion improvement in the condition of local government buildings and facilities; and a \$500 million per year replacement fund would support all councils to build, upgrade and revitalise the community infrastructure all Australians rely on.

Safer Roads

Councils manage more than 75% of Australia's roads by length, and tragically more than half of all fatal road crashes in Australia occur on these roads.

In 2023 the Australian Government announced that it would double Roads to Recovery funding over the forward estimates, providing councils with an additional \$500 million per year.

However, recent independent research by the [Grattan Institute](#) highlighted a \$1 billion local government road maintenance funding shortfall, meaning there is still a significant funding gap.

Providing local government with \$600 million per year tied to road safety programs and infrastructure upgrades would support all councils to play a more effective role addressing Australia's unacceptable road toll.

Climate Adaptation

Local governments are at the forefront of grappling with climate impacts as both asset managers and land use decision makers.

However, funding and support from other levels of government has failed to keep pace, placing an inequitable burden on councils and communities to fund this work locally.

A \$400 million per year local government climate adaptation fund would enable all councils to implement place-based approaches to adaptation, delivering local solutions to this national challenge.

Emergency Management

Fires, floods and cyclones currently cost Australia [\\$38 billion per year, and this is predicted to rise to \\$73 billion by 2060](#).

Australian councils play a key role preparing for, responding to and recovering from natural disasters, but aren't effectively funded to carry out these duties.

The Government's \$200 million per year Disaster Ready Fund is significantly oversubscribed, especially considering the scale and cost of disaster mitigation projects.

Numerous national reviews – including the [Colvin Review](#) and [Royal Commission into Natural Disaster Arrangements](#) – have identified the need for a significant uplift in local government emergency management capability and capacity.

A \$900 million per year fund would support all councils to better prepare their communities before natural disasters, and more effectively carry out the emergency management responsibilities that have been delegated to them.

Budget

Not applicable

Life Cycle Costs

Not applicable

Strategic Plan

Our Holdfast 2050+

Council Policy

Not applicable

Statutory Provisions

Not applicable

Written By: Executive Officer

Chief Executive Officer: Ms P Jackson