

CITY OF WEST TORRENS



Notice of Committee Meeting

NOTICE IS HEREBY GIVEN in accordance with Sections 87 and 88 of the *Local Government Act 1999*, that a meeting of the

CITY FACILITIES AND WASTE RECOVERY GENERAL COMMITTEE

Members: Councillor K McKay (Presiding Member), Mayor M Coxon,
Councillors: D Huggett, D Mugavin, C O'Rielley, B Reynolds, J Woodward, S Pal, A McKay

of the

CITY OF WEST TORRENS

will be held in the George Robertson Room, Civic Centre
165 Sir Donald Bradman Drive, Hilton

on

**TUESDAY, 28 SEPTEMBER 2021
at 6.00pm**

Public access to the meeting will be livestreamed audio only at the following internet address: <https://www.westtorrens.sa.gov.au/livestream>

**Terry Buss PSM
Chief Executive Officer**

City of West Torrens Disclaimer

Please note that the contents of this Committee Agenda have yet to be considered by Council and recommendations may be altered or changed by the Council in the process of making the formal Council decision.

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1 MEETING OPENED**1.1 Evacuation Procedures****1.2 Electronic Platform Meeting****2 PRESENT****3 APOLOGIES****4 DISCLOSURE STATEMENTS**

Committee Members are required to:

1. Consider Section 73 and 75 of the *Local Government Act 1999* and determine whether they have a conflict of interest in any matter to be considered in this Agenda; and
2. Disclose these interests in accordance with the requirements of Sections 74 and 75A of the *Local Government Act 1999*.

5 CONFIRMATION OF MINUTES**RECOMMENDATION**

That the Minutes of the meeting of the City Facilities and Waste Recovery General Committee held on 27 July 2021 be confirmed as a true and correct record.

6 COMMUNICATION BY THE CHAIRPERSON**7 OUTSTANDING REPORTS / ACTIONS**

Nil

8 REPORTS OF THE CHIEF EXECUTIVE OFFICER

8.1 South Australian National Football League (SANFL) - Request for grant of long term lease and land owner consent over portions of the Thebarton Oval complex

Brief

This report advises Members that the South Australian National Football League (SANFL) has written to Council seeking the grant of a long term lease over portions of the Thebarton Oval complex.

RECOMMENDATION(S)

The Committee recommends to Council that:

1. Council provide its consent for the Administration to commence negotiations with the South Australian National Football League (SANFL) for the proposed grant of a long term lease (or licence) to the SANFL for its use of portion of the Thebarton Oval complex, on the proviso that no final commitment can be provided to the SANFL until such time that:
 - The Adelaide Football Club has determined whether it wishes to relocate/collocate to the Thebarton Oval complex;
 - Public consultation has occurred in regard to the proposed grant of lease (or licence); and,
 - Any submissions which may be received arising out of that public consultation have been considered by the Council.
2. A further report be provided to the Committee / Council detailing the outcome of the negotiation process, prior to any necessary public consultation regarding the proposed grant of lease (or licence) occurring.
3. Council provides in principle consent, in its capacity as landowner/landlord of the Thebarton Oval complex for the works proposed in **Attachment 2** of the Agenda report, only within the current leased area, subject to any necessary development consents being sought and obtained.

Introduction

The South Australian National Football League (SANFL) is the current lessee of portions of the Thebarton Oval complex and holds the balance of a 5+5+5 year lease which commenced on 1 March 2016, and which was assigned to it from the South Australian Amateur Football League / Adelaide Footy League (SAAFL/AdFL), following the provision of Council consent at its meeting of 5 November 2019.

The SANFL has recently written to Council requesting the grant of a long term lease over portions of the Thebarton Oval complex (**Attachment 1**).

Discussion

Members are likely to be aware that the SANFL have been progressing the development of a Venue Improvement Plan (VIP) for the Thebarton Oval facility over a considerable period of time and may also recall that the SANFL has received the promise of matching Federal Government funding to assist with delivery of the proposed \$18 Million project.

For the benefit of Members, the proposed project works include the following:

- The retention and honouring of a number of elements that were seen as highly desirable outcomes within Council's Kings Reserve Masterplan for the Complex;
- Enhancing pedestrian (and public) safety and access to, and through, the site (on non-match days) by providing a pedestrian and cycling network throughout the Oval and Kings Reserve areas;
- Increasing visibility of, and through, the site;
- Provision of informal recreation opportunities and play areas by opening up the oval when it is not required for lessee use;
- Delivering/providing additional off-street car parking by refurbishing the car parking in the north-western corner of the carpark, formalising the car parking area in the south-western corner of the complex and providing the carpark area in the south-eastern corner of the complex; and
- Providing a number of plaza spaces that will enhance site functionality and which could be utilised by, and thus beneficial for, events conducted on Kings Reserve.

In addition to the above alignment with the endorsed Council Kings Reserve Masterplan, other key elements of the SANFL Venue Improvement Plan include:

- Construction of a new three (3) storey building including gym and teaching space, change and medical facilities, canteen/bar, function space and adjoining commercial kitchen, boardroom, and coaches match day facilities (on the upper level);
- Refurbishment of the change rooms in the Phil Ridings Stand (to upgrade and provide female friendly facilities);
- New public plaza areas at the southern end and in the north-western corner of the Thebarton Oval;
- Construction of an additional football oval at the eastern end of Kings Reserve (conditional upon this area being included within the lease/licence area); and
- Construction of a new facility for AdFL.

(NB: Council had previously identified a need to refurbish and upgrade the change rooms in the Phil Ridings Stand within Thebarton Oval as part of its funding long term commitment of \$6 Million for the delivery of the Kings Reserve Masterplan. This funding requirement is identified in Council's Long Term Financial Plan in delivering its Masterplan and Asset Management Plan and general improvement/upgrading of its facilities.)

The total project cost (including contingencies and professional fees) is estimated at approximately \$18.3 Million, (without the oval re-alignment).

At the commencement of this process the SANFL had funding of some \$6 Million and had received tacit approval (the promise) of matching funding of \$6 Million from the Federal Government (albeit that support was contingent on necessary project precursors, including the grant of a long term lease to the SANFL, being confirmed and delivered by 30 March 2020).

The finalisation of the VIP has identified a requirement for some \$6 Million of additional funds. The costing summary notes that the SANFL is seeking a Council contribution of approximately \$6.15 Million. As indicated above in this report, the funding contribution sought has been considered in Council's Long Term Financial Plan.

Unfortunately, and as reported to Council at its meeting of 2 June 2020, the onset of the COVID-19 pandemic resulted in the league's focus being directed away from the VIP to immediately pressing matters, including dealing with State and Community football league fixtures and matters arising as a result of the pandemic, and consequently much of the necessary planning and associated work to further develop the VIP was placed on hold/significantly delayed.

A further complicating factor, i.e. the possible relocation of the Adelaide Football Club to Thebarton Oval was subsequently injected into the mix. Whilst the Crows relocation issue remains to be finally resolved, its resolution seemingly dependent on a requirement for greater certainty regarding matters associated with the proposed North-South Corridor works in this location, the SANFL remained cognisant of the fact that it needed to progress the VIP in order to meet the terms and conditions associated with the promised Federal Government funding.

The SANFL has now completed the development of its concept plan for the facility which is attached, together with a covering letter from the SANFL's Chief Executive Officer, for Members' information (**Attachment 2**).

As is indicated within the letter, and as is evident within the plans, the proposed development essentially comprises:

- The demolition of the Hank Brothers Stand and construction of a new three storey building in the north-western corner of the complex essentially on the existing stand footprint (featuring Administration and function facilities for both the SANFL and AdFL, toilet, canteen and bar facilities, changerooms, a gymnasium and teaching facility, and medical/allied medical facilities)
- The "resurrection" of the proposal to realign the Thebarton Oval playing surface to a true north-south orientation; and
- The internal renovation and refurbishment of the heritage listed Ridings Stand.

The plans also show the proposed utilisation of the eastern end of Kings Reserve as an additional football field (the existing soccer pitch is to remain under this proposal). Members should note that Kings Reserve and the carpark in the south-western corner (Ashley Street frontage) of the site is currently not included within the SANFL lease area but are proposed to be included as part of the forthcoming negotiations.

Members should also note that the works proposed will be unlikely to impact any works that may be proposed to be undertaken by the Adelaide Football Club should it determine to relocate to Thebarton Oval.

Given the quantum and scope of the proposed works (and as foreshadowed in the report provided to Council at its meeting of 2 June 2020) the SANFL seeks security of tenure before committing any significant funding and proceeding with the project.

As indicated within the SANFL's letter, and given that it anticipated construction works will begin in February 2022, the League seeks that a new long term lease be in place by late January 2022.

However, whilst it is at this time premature to consider the grant of a long term lease (or licence), the Administration does seek the in-principle consent of Council to enter into negotiations with the SANFL for such proposed lease/licence.

The Administration also takes this opportunity to acknowledge that:

- As stated in the SANFL letter, any such negotiations will need to occur against the backdrop of the possible collocation/relocation of the Adelaide Football Club (AFC) to the Thebarton Oval site (and any consequential impacts that may arise as a result of that relocation/collocation).

Whilst the SANFL anticipate that confirmation of whether or not the Adelaide Football Club seek to relocate/collocate to the Thebarton Oval complex will occur by late August; continuing uncertainty regarding possible impacts to the complex arising as a result of the North-South Corridor Project may delay the AFC decision;

- A further report(s) will be brought before the Council following (/during) negotiations, and prior to any public consultation occurring, to confirm that the Council supports the (direction/nature of the) proposed terms and conditions of the proposed lease (or licence); and
- As the lease term which is sought by the SANFL is 42 years, public consultation will be required to occur, and any comments which may arise as a result of that consultation, will need to be considered by the Council, prior to it determining to grant any proposed lease.

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

There are no anticipated climate change impacts arising as a result of the consideration and implementation of this proposal.

Conclusion

The SANFL has written to Council seeking the grant of a long term lease over portions of the Thebarton Oval complex. Whilst the consideration of the grant of such lease (or licence) is at this time premature, the Administration seeks Council consent to enter into negotiations with the SANFL regarding a proposed long term lease (or licence).

In addition, the SANFL has submitted plans for a redevelopment of the north-eastern corner of the Thebarton Oval complex, for which it seeks Council's consent in its capacity of landowner/landlord.

Attachments

- 1. Letter from SANFL seeking grant of long term lease**
- 2. Letter from SANFL enclosing plans of proposed redevelopment**



We love footy

9 July 2021

Mr Angelo Catinari
Acting Chief Executive Officer
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MAJOR PARTNERS



Dear Angelo

Re. Thebarton Oval Complex - Lease

I refer to our meeting on 5th July 2021.

I note that South Australian National Football League Inc (**SANFL**) is currently the lessee of the Thebarton Oval complex pursuant to a Memorandum of Lease between the Council and SA Amateur Football League Inc (**Adelaide Footy League**) dated 24 August 2016 as varied by a Deed of Variation of Lease dated 3 November 2017, which Lease was assigned from Adelaide Footy League to SANFL under a Deed of Assignment dated 12 December 2019.

As discussed, SANFL hereby requests the grant under Section 202 of the *Local Government Act 1999* of a new lease over the Thebarton Oval complex for a term of 42 years.

I note the following:

- 1 while the process for the grant of the new lease mentioned above is to be initiated now, SANFL acknowledges that the lease will not be granted until Adelaide Football Club Limited (**AFC**) determines that it will not be a tenant of the Thebarton Oval complex, for the reason that if AFC decides that it does want to be a tenant of the complex, then the process for the grant of the new lease will have to take this into account in some form. I note that it is anticipated that AFC will make a determination by 31 August 2021; and
- 2 it is SANFL's strong preference that the new 42 year lease is in place before SANFL commences redevelopment works at the Thebarton Oval complex. In this regard, construction is expected to commence in February 2022.

Should you have any queries in relation to the request, please let me know. Otherwise, I look forward to working with you on the grant of a new lease.

Yours sincerely

SA NATIONAL FOOTBALL LEAGUE INC

A handwritten signature in blue ink, appearing to read 'Darren Chandler'.

Darren Chandler
CHIEF EXECUTIVE OFFICER

cc: The Hon Rob Kerin, Chairman SA Football Commission
Mayor Coxon, City of West Torrens



We love footy

10 September 2021

Mr Terry Buss
Chief Executive Officer
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MAJOR PARTNERS



Dear Terry

We submit the attached drawings prepared by Walter Brooke & Associates seeking Council's consent to proceed with the works at Thebarton Oval.

The Design is based on a re-aligned oval as per our discussion at the meeting between SANFL and your team on 31 August, and includes a new 3 storey SANFL/AdFL building replacing the Hank Brothers Stand, internal renovation to the Riding's Stand, toilet and canteen facilities for 3,000 people and associated oval re-alignment, siteworks and carparking.

As discussed, this is the complete proposal which includes the scope of work for the Kings Reserve Oval.

As the entire project is funded by SANFL and the City of West Torrens we have shown the proposal as a whole project solution.

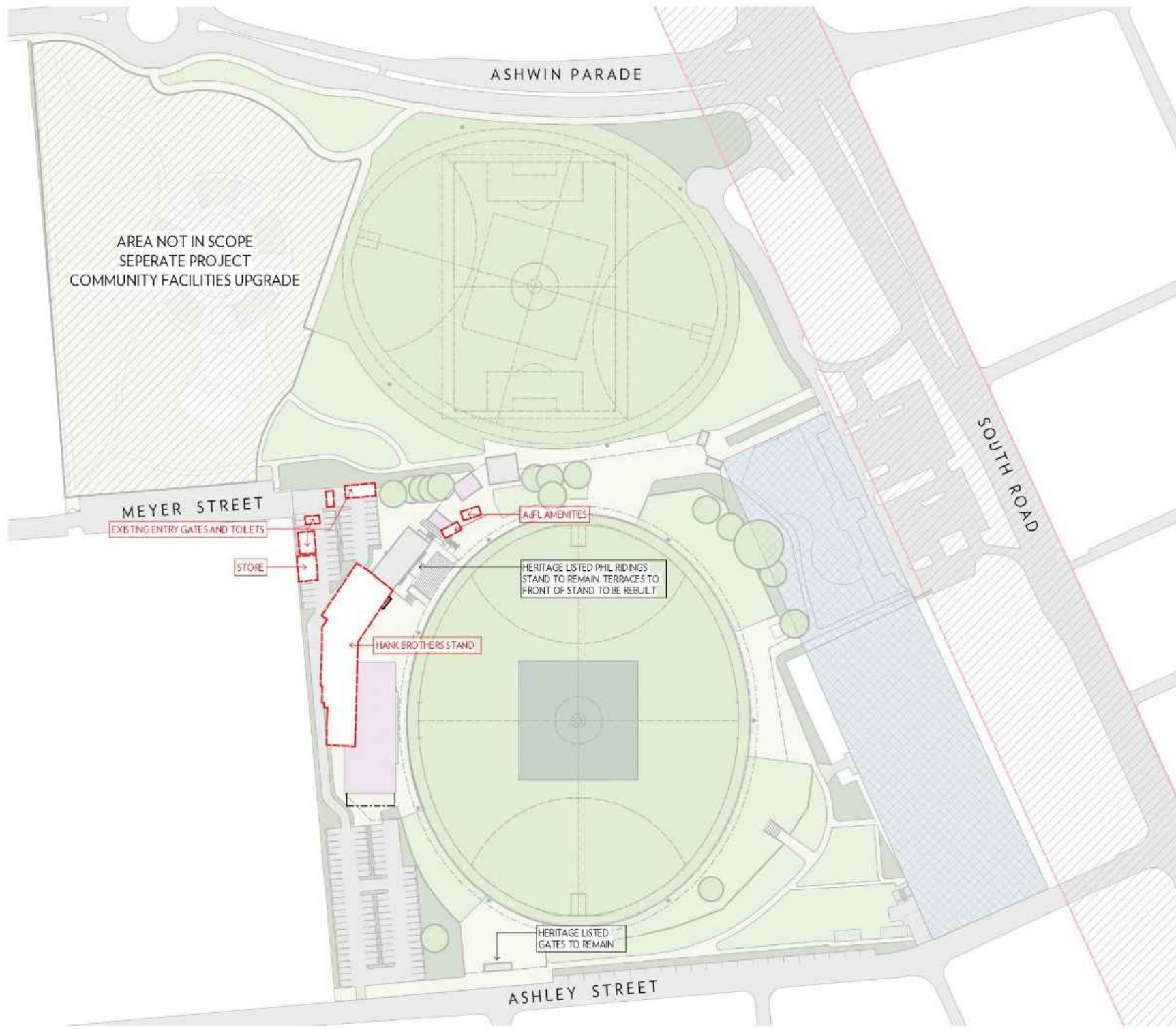
We await Council's approval for the project to proceed to the next stage and are hopeful to receive such approval prior to Christmas to start some portion of work to satisfy the requests of State Government.

Yours sincerely
SA NATIONAL FOOTBALL LEAGUE INC

A handwritten signature in blue ink, appearing to read 'Darren Chandler', written in a cursive style.

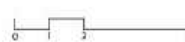
Darren Chandler
CHIEF EXECUTIVE OFFICER

DRAWING NO. 19-5776-SD-006 DATE 10/09/21



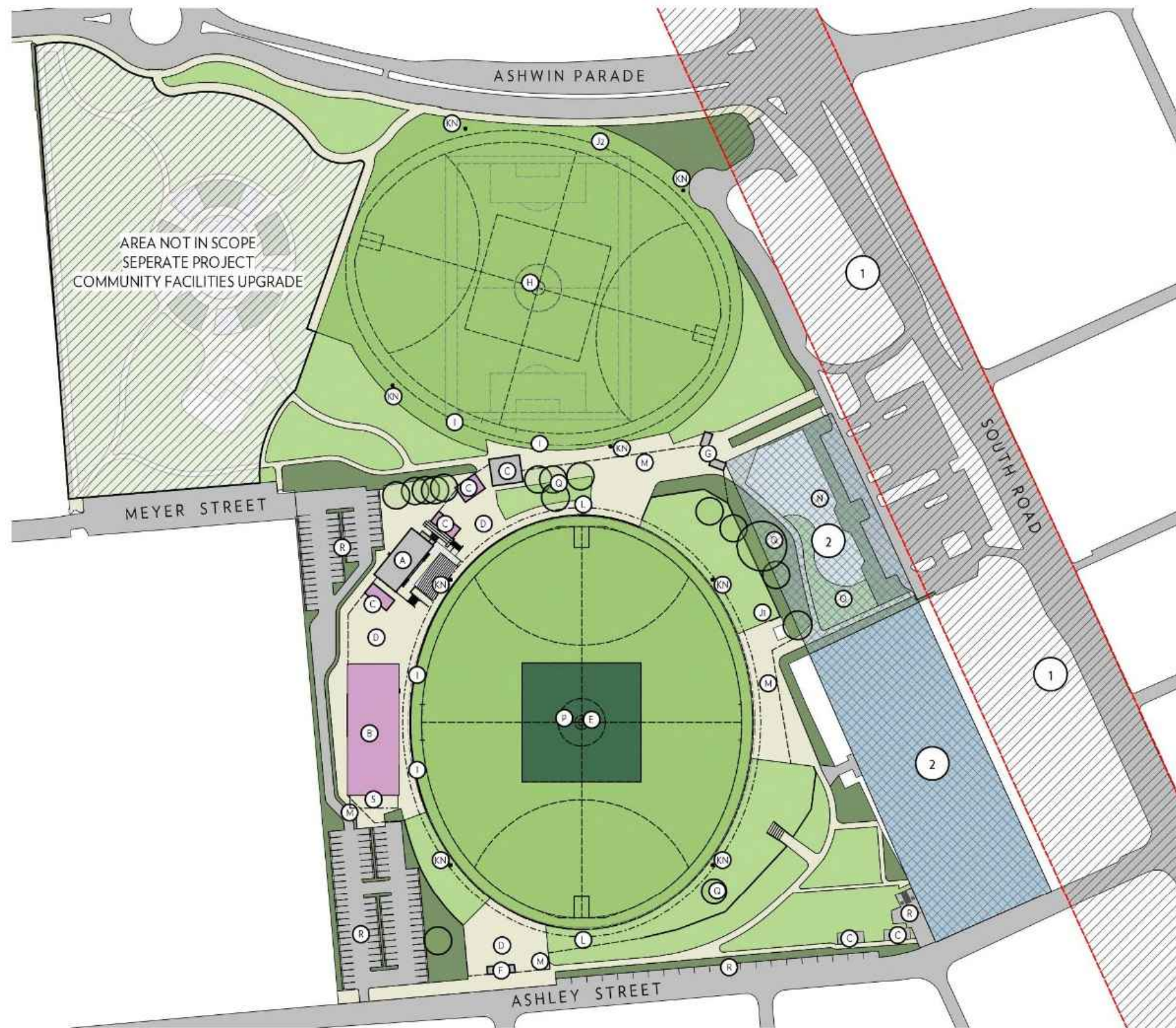
REASON FOR ISSUE	REV	DATE
Landscape Consent	A	10/09/21

WALTER BROOKE ARCHITECTURE
 INTERIOR DESIGN
 LANDSCAPE ARCHITECTURE
 MASTER PLANNING



THEBARTON OVAL PRECINCT
 SANFL

PRECINCT BUILDING DEMOLITION	DRAWING	SD-006
10/09/21	REVISION	A
1:1000 @A1	PROJECT	19-5776



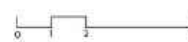
- PROPOSED WORKS LEGEND**
- A Pivil Ridings Grand Stand
- Existing Heritage Listed Grandstand retained. Refurbished for two new AFL regional standard changerooms.
 - B Proposed New Building
- Two AFL State Standard Changerooms, Umpires, Gymnasium, Public Toilets, Bar, Kiosk, SANFL Offices, AdFL Offices, Function Room, Match Day Facilities.
 - C Other Amenities
- Toilets, Bar, Canteen, Soccer Club Building
 - D New Plaza Space
- Removal of existing terraces and mounds to create views into the oval
 - E Re-Aligned Thebarton Oval (165m x 135m)
 - F Southern Entry Gate
- Heritage Listed Southern entry gate framed with new plaza
 - G Eastern Entry Gate
 - H Kings Reserve Oval (155m x 120m)
 - I New team benches & player interchange
- AFL standard, two team benches, official box and player interchange area (temporary or Kings Reserve)
 - J Scoreboards
- J1 Existing electronic scoreboard retained
- J2 New small electronic scoreboard to Kings Reserve Oval
 - K Light Tower
- KE Existing Light Tower Retained (Thebarton Oval)
- KN New Light Tower (Kings Reserve Oval)
 - L Goal Nets
 - M New event day fence
- Event day sections of fence shown dashed, able to be opened up when oval is not being used for events.
 - N Existing Stormwater detention
 - O Existing Bore & Pump House
 - P New picket fence to oval
- AFL standard white picket fence around both ovals
 - Q Significant Tree
- To be confirmed by arborist
 - R Car Parking
 - S Future community partner expansion zone
- EXTERNAL WORKS**
- 1 Possible South Road Tonnage to Darlington Project Alignment
 - 2 Redevelopment opportunities, Post Tonnage to Darlington Project

DRAWING NO: 19-5776-01-01 (C) 2021 WALTER BROOKE ARCHITECTURE

REASON FOR ISSUE	REV	DATE
Precinct updates	B	05.09.21
Landowners Consent	C	10.09.21

PRELIMINARY

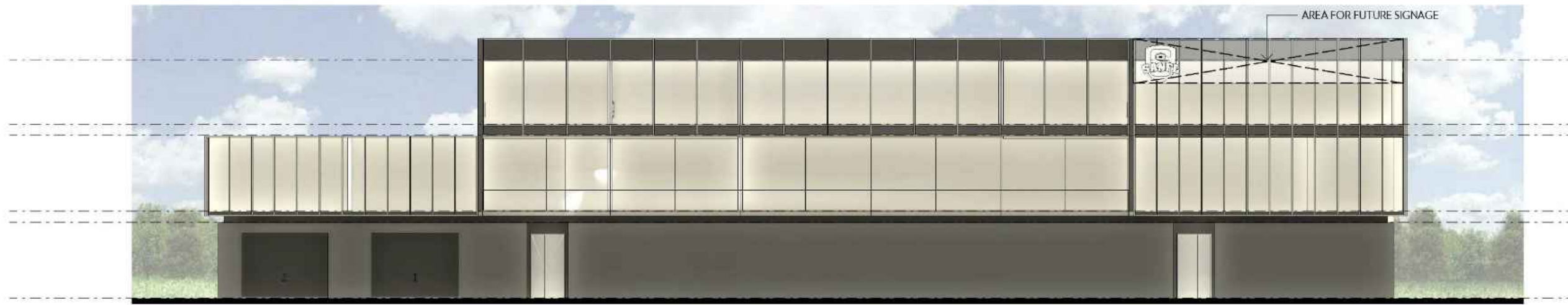
WALTER BROOKE ARCHITECTURE
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE
MASTER PLANNING



THEBARTON OVAL PRECINCT
SANFL

PRECINCT SCOPE	DRAWING	NO.
10.09.21	REVISION	C
1:1000 @A1	PROJECT	19-5776

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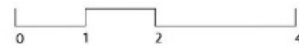


EAST ELEVATION

1 : 200

REASON FOR ISSUE	RE	DATE
Landowners Consent	X	10.09.21

WALTER BROOKE ARCHITECTURE
 INTERIOR DESIGN
 LANDSCAPE ARCHITECTURE
 MASTER PLANNING



THEBARTON OVAL PRECINCT
 SANFL

ELEVATION	DRAWING
Issue Date PRELIMINARY	SD-005
1 : 200 @A3	REVISION — A
	PROJECT — 19-5776

8.2 Licence Agreements - New Sporting Club Buildings

Brief

This report provides Committee Members with information in regard to proposed new licence agreements for those clubs using the new clubroom buildings and facilities at Camden Oval, Lockleys Oval and Weigall Oval.

RECOMMENDATION(S)

The Committee recommends to Council that:

1. The report be noted.
2. The methodology which has been developed and presented to determine the proposed licence fees for Clubs occupying the recently completed facilities at Camden Oval, Lockleys Oval and Weigall Oval within this report be agreed and that the Administration be authorised to prepare new licence agreements for the Clubs, in accordance with the methodology and information contained within this report for execution by the Clubs.
3. The Mayor and Chief Executive Officer be authorised to sign and seal any documentation to give effect to the grant of this resolution.

Introduction

Members will be aware that the Administration suggested, and the Committee, and subsequently Council, supported the grant of short term licence agreements (of 12 months) to those sporting clubs that were users of facilities at Camden Oval, Lockleys Oval and Weigall Oval following the handover of the newly constructed clubroom facilities at those locations.

Members may also recall that the intent of the short term licence agreements (and the licence fee - fully inclusive of \$1,500pa plus GST for users of Lockleys Oval and Weigall Oval and \$1,633pa plus GST for PHOS) that were provided to the sporting users at the updated/redeveloped facilities was that they:

- Align with the building defect warranty periods for the new buildings and infrastructure;
- Provide an opportunity to determine whether there were any significant issues impacting the adjoining/nearby residents prior to entering into "standard" 5 year licence terms (particularly for Lockleys Oval), and
- Allow the licensees to settle in to their new environments and to provide them with an opportunity to recoup some of the revenue that was foregone during the implementation and construction of the new facilities;

The initial short term agreements (for Lockleys Oval) were subsequently extended for a further period of 6 months following consideration of a report at the Committee's (and Council's) meeting of 8 December 2020 - to now expire on 30 September 2021 (albeit all contain holding over clauses), primarily as a result of closures and other restrictions and impacts which occurred due to the COVID-19 pandemic (note, the PHOS / Camden Oval and Weigall Oval agreements had/have existing expiry dates of 30 September 2021).

Proposed agreements with the following Clubs are covered by this report:

- Camden Oval - PHOS & Camden Sports and Social Club (PHOS), and Camden Athletic Club;
- Lockleys Oval - Goodwood Cricket Club, Lockleys Football Club, Lockleys Tennis Club, West Beach Football Club and West Torrens Baseball Club; and
- Weigall Oval - Adelaide Angels Baseball Club and Adelaide Cobras Soccer Club.

Discussion

Commonalities within Draft Agreements across the three complexes

The Administration acknowledges that it was presented with an unique and rare opportunity which has arisen following the construction and completion of three new facilities within a short period of time and as a consequence of restrictions imposed as a result of the COVID-19 pandemic and, given this, has sought to address equity matters within the agreements across the Camden Oval, Lockleys Oval and Weigall Oval complexes.

The approach that the Administration has used in deriving licence fees for the clubs using these facilities is to set standard unit rates for the different elements within the building, e.g. changeroom, function space, kitchen, bar and storage space and apply those same unit rates across the three complexes. Thus, (with one exception) for the same space and type of space it is proposed that a club will pay no more or no less (per unit area) whether it occupies/uses facilities at Lockleys, Camden or Weigall Ovals.

Further, the more space that is used by a club and the more time it has use of this space the greater its licence fee will be. This latter premise meets the generally accepted "user pays" principle. The one exception which is suggested relates to one of the Clubs using the Camden Oval complex.

Cognisant of the possible loss of the Thebarton Community Centre, the Administration has also included conditions within all draft agreements regarding the times of use of the function spaces within the clubrooms buildings across the three sites which allow Council (and/or Community Clubs etc. through Council's booking portal) to book these function spaces during weekday daytimes.

The proposed licence term for all new agreements is five (5) years - from 1 October 2021 until 30 September 2026. Annual increases on the anniversary of commencement of the agreements are proposed to be of fixed amounts, rather than by CPI.

Further, all proposed agreements acknowledge the recently enacted Single Use Plastics legislation and the Clubs' obligations associated with that legislation.

The Clubs have been provided with copies of the draft agreements and opportunities for face to face consultation were offered to all. Whilst two Clubs did not avail themselves of this opportunity, those Clubs did engage in either telephone discussion and/or email discussions with the Administration.

A table summarising the proposed licence fees and estimated outgoings is presented on the following page.

	Building Area Occupied (m²) approx	Indicative* Licence Fee (Building Component (\$pa plus GST))	Proposed Licence Fee (Turf/Court Component (\$pa plus GST))	Estimated Outgoings* (\$pa plus GST)
Camden Oval				
PHOS & Camden Sports & Social Club	470	8,500	600	9,700
Camden Athletic Club	130	900	100	
Lockleys Oval				
Goodwood Cricket Club	25	600	500	1,100
Lockleys Football Club	535	7,500	600	15,000
Lockleys Tennis Club	120	2,200	1000	1,150
West Beach Football Club	400	5,350	500	13,400
West Torrens Baseball Club	870	11,600	900	17,000

Weigall Oval				
Adelaide Angels Baseball Club	240	6,000	800	10,400
Adelaide Cobras Soccer Club	255	6,200	700	15,500

**These charges are dependent on the area occupied and the time(s) utilised*

Apparent disparities in the above table are explained by the percentage of time the building/portion of the building are occupied - e.g. the higher licence fee for PHOS (compared with the West Beach Football Club) arises as a result of full year rather than seasonal occupation of the function space and kitchen, canteen and bar space.

When meeting with the Clubs, the Administration stressed that it acknowledged that the increases proposed are in some cases significant and that the intent in developing the model was not to occasion a situation where clubs were not able to afford to occupy facilities but rather to develop a model which was equitable across the complexes.

Whilst the majority of Clubs anticipated a proposed licence fee increase, albeit perhaps not of the magnitude suggested by the model, most have expressed no significant opposition to the proposed quantum.

For those Clubs that indicated a perceived/likely difficulty in meeting the proposed increase in licence fee the opportunity for a stepped increase (similar to the mechanism which was proposed and agreed for the Lockleys Bowling Club) was suggested and could be used. In this regard, requests have been received from the Camden Athletic Club and the Adelaide Angels Baseball Club. The Adelaide Angels request is attached for the information and consideration of Members (**Attachment 1**).

The Administration supports the Clubs request for the implementation of this stepped approach.

The Lockleys Football Club expressed significant concern with regard to the proposed quantum, and indicated that it does not have the capacity to meet the proposed charges but has not offered any alternate proposal. At this time the West Torrens Baseball Club has provided no firm position in regard to the quantum of fees. It is noted that, with the exception of PHOS, these Clubs occupy the largest areas, and accordingly, they are subject to the highest licence fees and largest proportion of outgoings.

Given Council's overarching user pays philosophy, the two principal alternatives available to Clubs to reduce the level of their licence fee (and outgoings) are to either reduce:

- The overall floor area(s) occupied/utilised; and/or
- The time(s) that the floor area(s) is held under licence.

As Members may appreciate, and as identified within the table, the issue of greater concern expressed by a number of the Clubs relates to the quantum of outgoings applicable to the new buildings and, more particularly, the proportion of those that would be passed on to them. For example, whilst the West Beach Football Club has indicated that it has the capacity to pay the licence fee sought (and anticipated this level of licence fee), it has advised that it may seek to utilise a stepped arrangement as a result of the likely quantum of outgoings that would be subject to recovery.

In a similar fashion to the licence fees, which have been determined and summarised in the above table, the estimated outgoings applicable to each club have been determined with reference to the amount (proportion) of space occupied and the time that space is occupied. Further, an allowance (deduction) has been made for Council's use of the facilities (essentially for function room bookings) in calculating the outgoings to be passed on.

The most significant components of the outgoing costs for each facility are listed in the following table:

	Item	Cost (\$ ex GST)
Camden Oval		
	Power	18,000*
	Building Insurance	5,500
	ESL	1,300
Lockleys Oval		
	Power	15,000*
	Cleaning	9,000
	Building Insurance	8,995
	Gas (HWS & Kitchen)	3,500
	Lift service contract	4,600
	ESL	3,400
Weigall Oval		
	Power	17,000*
	Cleaning	3,300
	ESL	1,800
	Building Insurance	1,600

*A significant component of this charge is likely to result from the use of floodlighting at the facilities

Camden Oval

Draft Agreement Comments

As identified above, the Administration suggests that the circumstances of one of the clubs (the Camden Athletic Club, which uses Camden Oval during the summer season) is sufficient to warrant or merit differential treatment from that of all other clubs.

It is noted that all Clubs other than the Camden Athletic Club have bar facilities available to them. It is suggested that identical treatment of the Athletic Club with other clubs in such a scenario significantly disadvantages the Athletic Club, in comparison to the other clubs, as it does not have access to any revenue stream arising from bar sales.

Accordingly, a licence fee of \$800pa plus GST in year 1 (which equates to a reduction of \$200 in the first year when compared to the current licence fee (of \$1000pa plus GST) but which increases by \$60pa plus GST over the term to deliver the same licence fee at end of year 5) and differing conditions for this club are suggested.

There are no significant changes, other than the above, proposed in regard to the Camden Athletic Club agreement.

The principal differences with the previous agreement and current draft agreement for PHOS are as follows:

- The function space within the clubroom will now be able to accessed and utilised by Council for bookings until 4.15pm on Mondays through Fridays.
- PHOS will continue to operate the bar, kitchen and function space throughout the summer season but must allow access to other licensees using the facility, (i.e. users of the oval and cricket nets, and the netball courts - following their construction and handover) during and after their matches and training times, should those licensees desire access.
- The toilet in the south-western corner of the building will be available for the use of Immanuel College students until 4.45pm on days which the College uses the oval for football training. In relation to this sharing arrangement, Members may be interested to know that the PHOS representatives advised that the College and Club have agreed to make their ovals available to each other for training during the football season.

Lockleys Oval

Public Consultation

As indicated above, during the public consultation phase of the Lockleys Oval Masterplan the Council provided a commitment that it would seek the views of nearby residents of the northern end of the Lockleys Oval complex, prior to entering into long/standard term lease or licence agreements with the sporting club users of the new clubroom building and ovals and courts within the complex.

To meet this requirement, draft agreements were delivered to the 15 properties believed to be most impacted as a result of the activation of the Masterplan (i.e. the five properties on the western side of Rutland Avenue - at the northern end of Lockleys Oval, all six properties on Netley Avenue on the western side of Rutland Avenue, and the four properties on the western side of Miranda Avenue - south of the intersection where Miranda Avenue turns east) on Monday 6 September 2021.

The residents of those properties were requested to provide written feedback in relation to the proposed licence agreements by no later than close of business on Monday 27 September 2021.

At the time of preparation of this report the consultation process had elicited the following responses:

- One email was received seeking clarification/further information regarding what Council was seeking to achieve from this process. The Administration provided a response to this query and received no further correspondence from the enquirer.
- The attached submission received from a resident living on Netley Avenue (**Attachment 2**).

An update will be provided at the meeting should additional responses arising from the public consultation process be received.

Draft Agreement Comments

"Universal" Changes (i.e. applicable to all)

The proposed draft agreements:

- Contemplate the extension of the liquor licence times, in addition to the liquor licence area (subject to any necessary Liquor Licencing approvals or consents), to allow the consumption of liquor on the ground/apron area under the building canopy on the south and east of the building, (but still excluding the changerooms);
- Require Clubs to allow the changerooms and playing fields (/courts) to be made available for significant special events e.g. National Titles, Australian Masters Games at the reasonable request of Council and to not allow the storage of any personal gear within these rooms following the provision of access to the (to be constructed) designated storage facilities;
- Require the sitting Licence user(s) to act reasonably in dealing with any requests for use of the function space from other Licensees of the clubroom building;
- Acknowledge the proposed new storage facilities to be erected/constructed on the western side of the oval, which will be made available for all Clubs' use (other than Lockleys Tennis, which already has dedicated storage adjacent, and on the southern side of, the tennis courts)

Club specific changes proposed

A summary of the proposed key changes to the existing agreements, incorporated into the draft agreements, for each Club is provided hereunder:

Goodwood Cricket Club

The only amendment sought and included relates to the Club formally relinquishing the two (southern) changerooms which were previously allocated for its use.

Lockleys Football Club and West Beach Football Club

The draft agreements presented to the Lockleys Football Club and West Beach Football Club were predicated on the basis of the verbal/"gentleman's" agreement that operated in the latter part of the previous football/soccer season, i.e. where Lockleys Football Club utilised the entire function space on Friday afternoons and all day Saturdays and where West Beach Football Club utilised the entire function space on Sundays during the football season. Following presentation of the draft documents the West Beach Football Club indicated that it wished to revert to the prior formal arrangements i.e. where the function space was shared between the two clubs each day of the week during the season along the dividing wall line.

In an endeavour to address the issues that arose last season the new proposed agreements (for all users of the upstairs function space) contain the following clause:

"The Licensee will negotiate, acting fairly and reasonably, any use of this (function) space requested by other Licensee(s) during this time."

Whilst the above clause provides some comfort to the Administration, the Committee's and Council's direction in regard to this matter is sought. Nevertheless, and in seeking this advice, the Administration again takes this opportunity to refer to the comments provided by the Lockleys Football Club regarding its capacity to pay and to the Administration's prior comments detailing the options available to licensees to reduce their occupancy costs.

The other matter raised by West Beach Football Club which is of some concern relates to the operation of the kitchen.

Members may be aware that, in the initial agreements and on a trial basis, the kitchen was allocated to the Lockleys Football Club during the winter season and the West Torrens Baseball Club during the summer season. Under these arrangements the Administration allowed the Lockleys Football and West Torrens Baseball Clubs to engage a caterer/commercial operator to run the kitchen at times when the Clubs were present, i.e. during and after training and matches, on the premise that such an operator would be more familiar with the commercial cooking equipment and the intricacies of running a commercial kitchen than a club volunteer(s). It would appear that, whilst the operator has served these two seasonal "principal clubs" well, as perhaps expected given the nature of the existing arrangement, the West Beach Football Club has been possibly treated as a "second club". (Members should also note that initially the West Beach Football Club indicated that it did not wish to utilise the kitchen.)

West Beach Football Club representatives have indicated that they would like to provide meals after their Sunday games, however the current arrangement has been fraught with issues for them.

They report that, as they have no direct relationship with the caterer and they are thus unable to direct him, there have been occasions when they have arranged for his attendance and he has either not arrived or has arrived late. Further, the representatives have advised that there has been no choice of menu items or that menu prices have been inflated.

Given that there is shortly to be a handover of the upstairs space and the West Torrens Baseball Club will likely retain sole control of the kitchen area during the summer season (from 1 October until 31 March) there is no immediate urgency to address this matter.

The Administration believes that the winter seasonal matter can be adequately addressed by allowing the Lockleys Football Club to continue to maintain control of the kitchen space on the understanding and requirement that they direct the operator to provide the same/similar level of service to the West Beach Football Club.

Should the Lockleys Football Club be unable to meet the costs of this space, it could be offered to an alternate licensee which has the capacity to pay and on the basis that the Lockleys Football Club interests are similarly provided for.

Lockleys Tennis Club

A clause has been inserted in regard to the use and operation of the Book-a-Court system which has been installed and which requires:

- *The Club to acknowledge that the Book a Court system was installed to enable public use of the courts at times when not required by the Licensee. In this regard, the Council's expectation is that courts will be available for public use during all daylight hours other than when matches, tournaments, club practice or coaching clinics are being held by the Club and/or its appointed coach(es));*
- *The Club to acknowledge that for the duration of this Licence the Council will determine the fee applicable for hire of the courts and will advise the Licensee at the commencement of each new Council budget cycle (usually by 1 July) of the court hire fee which is applicable for the nominated period; and*
- *The Club to take any reasonable action necessary and within its power to ensure that the system is operational.*

West Torrens Baseball Club

A clause has been inserted within the Club draft licence which acknowledges the Club's desire for replacement/new batting tunnel infrastructure. The clause also acknowledges that such infrastructure would need to be partially constructed on State Government land and contemplates the requirement for the Council/Club to enter into a licence or similar agreement with the relevant State Government department (with the possible need for the payment of a licence fee) *should* the Minister approve the proposed arrangement (and on the proviso that any necessary development approvals are sought and obtained).

Weigall Oval

Draft Agreement Comments

The principal change to both Club agreements is in regard to the utilisation of the shared function space. This has reverted to the prior arrangement where soccer essentially has control of the space during its season and baseball during its season and reflects the manner in which the sharing arrangements have operated during the trial licence period.

The function space remains available for Council/hirer bookings/use during weekday daytimes similar to the arrangements that have been embodied within the new licence agreements for the new Lockleys and Camden Oval clubroom buildings.

Both Clubs have also recently reiterated their desire for an increase to the liquor licence hours. The Angels have now written to Council (**Attachment 3**) and the Administration is still awaiting a written request from the Cobras.

The major change to the Adelaide Angels draft agreement is to the hours of use of the senior and junior fields which arise as a result of programming changes for senior baseball games implemented by the SA Baseball Association.

The Angels agreement also includes provision for a Council Festival Day - that day has been nominated as the first Saturday in February each year during the licence term (or such other day as may be mutually agreed).

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

There are no climate change impacts arising as a result of consideration of this matter

Conclusion

Given the imminent expiry of their existing short term licence agreements, negotiations for the grant of new licence agreements, with proposed terms of 5 years commencing on 1 October 2021 and expiring on 30 September 2026, have occurred with sporting clubs based at Camden Oval, Lockleys Oval and Weigall Oval. Necessary public consultation has also occurred with nearby residents at the northern end of Lockleys Oval. The Committee has been provided with details of significant changes to the proposed/draft agreements for its consideration.

Attachments

- 1. Adelaide Angels Letter to CWT - Proposed Licence Fee on Renewal**
- 2. Submission from Resident of Netley Avenue**
- 3. Adelaide Angels - Letter seeking to vary liquor licence hours at Weigall Oval**



ADELAIDE 'ANGELS' BASEBALL CLUB - Est. 1908

Weigall Oval
Urrbrae Terrace
PLYMPTON SA 5038

Postal Address
PO Box 611
Marleston Business Centre
MARLESTON SA 5033

15th September 2021

City of West Torrens
Manager – City Property
Dean Ottanelli

Dear Dean,

RE: Renewal of Lease at Weigall Oval

Thank-you for your time and the opportunity to discuss the Lease renewal at Weigall Oval.

Our Club is so humbled and genuinely excited at the opportunities the new Weigall Oval precinct presents to not only the sporting clubs but also the entire community. The re-development has exceeded our expectations and the amount of people we see moving through the facility and nature areas now is a testament to all of your team and their hard work bringing this project to fruition over many years.

We look forward to renewing our lease for a further 5 year period which will provide assurance to our club and its members. We are committed to maintaining the facility to the best of our ability whilst continuing to work with other sporting clubs, community groups and the general public to ensure the facility is used optimally and enjoyed by all.

We understand that with the lease renewal comes additional responsibilities in terms of lease fees along with our portion of operating costs.

Whilst we understand that you have invested heavily in the re-development and the lease fee needs to reflect the facility we now have, we would like to ask your consideration of the following :-

During our discussion you indicated that in-line with other new sporting and recreation venues, the estimated lease fee would be approximately \$6,800.00.

As you are aware we have experienced the past 2 seasons without a clubroom and this has impacted on our traditional revenue raising programs. This dislocation combined with the compounding impacts of Covid-19 has seen us acutely focusing on mapping out our ongoing sustainability and growth over the next couple of years to ensure our rich 113 year history is maintained.

With that in mind we would like you to consider a step approach to our lease fee at renewal.

- a) Year 1 - Fee of \$3,200.00
- b) Year 2 - Fee of \$4,400.00 plus fixed increase as set out under clause 5 and Item 6 of Schedule 1
- c) Year 3 - Fee of \$5,600.00 plus fixed increase as set out above.
- d) Year 4 and beyond - Fee of \$6,800.00 plus fixed increases.

We understand that every aspect of society is dealing with the financial complexities and challenges created by COVID 19 and the City of West Torrens will be no different. We also believe that it is even more important during these unprecedented times that we have strong community frameworks to be a haven of support and genuinely feel Adelaide Baseball Club has a role to play in this endeavour. We would greatly appreciate your consideration of this proposal to help us with this objective.

Kind Regards

Ashley Keegan & Leanne Smith
Co-Presidents
Adelaide Baseball Club Inc.

Netley Ave

Lockleys, 5032

22 September 2021

Steve Watson

Senior Property Assets Advisor

City of West Torrens

By Email

Dear Steve

Re: Consultation – Draft Lockleys Oval Licence Agreement

Thank you for the opportunity to comment on this agreement given the importance of the use of the oval to our community. Some of my comments go beyond the actual licence agreement as this has been the only opportunity to provide comment to date.

In relation to the Draft Licence Agreement I would like to make the following comments:

1. I fully support the inclusion of item 7.2.2 on not creating a nuisance or disturbance for the owners. I would however comment that the main disturbances have not occurred in the use of the club rooms, but rather in people remaining in the car park for prolonged periods after the club itself has closed. Thus, there is a need for those using the club to have a person responsible for ensuring the car park is vacated at the end of each event if the impact on residents is to be minimised.
2. I support item 7.6 on signage approval being required by Council and wish to indicate my support of how this has been managed to date.

In relation to Lockleys Tennis Club – Schedule 1, I make the following comments:

1. Item 3 indicates that the tennis courts can be used until 10.00pm on Sundays, which is surprising and really only allows this usage if these are daylight hours. As per item 8 in the Special conditions floodlighting cannot however be used on Sunday nights. I support the continued restriction on Sunday night floodlighting, as the use of the courts does have a level of impact. This does suggest that the wording in item 3 should however be changed.

As a broader point, the tennis club appears to use the courts extensively and sometimes exclusively at the river end of the court complex. This particularly applies to tennis lessons, but also general usage. This means that my house carries the largest burden of the impact of the tennis court usage. This has been noted by my neighbours as well as myself, and they have indicated their agreement for usage to be spread across all courts. It would be appreciated if you could suggest to the club that they spread out the usage of the courts.

2. Item 13 relates to Book a Court System. I wish to support the last dot point that this is available only during daylight hours. I also am concerned that as per my above paragraph

that the river end courts may end up carrying the burden of such bookings. I suggest therefore that in the administration of this system that bookings are spread across all courts and not concentrated on one or two courts at the river end. This may for example, be as simple as rotating which court is listed as 'number one' on a booking sheet, given people tend to work sequentially.

In relation to Annexure C Rules, I wish to indicate my support for the rules as listed. Resident's concerns expressed early in the oval consultation process regarding the use of ball machines and street parking have been addressed by the rules and this is appreciated by us.

Whilst this consultation does not extend to the request for liquor licence hours to be extended, I do wish to indicate my concern regarding this possibility. We do have times when following functions at the club, people wander drunkenly down Netley Avenue creating a noise and this is likely to be exacerbated by extended hours. Extended hours will also extend the time when noise in the car park occurs after the club event has finished.

Thank you for the opportunity to comment.

Yours faithfully

Judith Cross, AM

**ADELAIDE 'ANGELS' BASEBALL CLUB - Est. 1908**

Weigall Oval
Urrbrae Terrace
PLYMPTON SA 5038

Postal Address
PO Box 611
Marleston Business Centre
MARLESTON SA 5033

8th September 2021

City of West Torrens
Manager – City Property
Dean Ottanelli

Dear Dean,

RE: Application to vary the hours of operation at Weigall Oval (to extend the closure to 1am on Friday and Saturday nights)

Thank-you for your time and the opportunity to discuss the operating hours at Weigall Oval.

After a successful transition in to Weigall Oval since it's opening in December 2020, the Adelaide Baseball Club (ABC) would like to ask for your support in applying for the operating hours on both Friday and Saturday nights (and Sunday when Monday is a gazetted SA public holiday) to be extended from 11pm to 1am.

We would like to make the following points in consideration of this application;

- a) It is Adelaide Baseball Club's intention to only use this extended timeline on occasions where specific functions require.
- b) The previous club facility, prior to the redevelopment, had the capacity to operate until 12 midnight. The ABC is unaware of any direct issues with its historical operations when this was in place.
- c) The more centralised location of the new facility should materially mitigate noise levels in comparison to the previous facility location.
- d) The ABC fully supports the City of West Torrens' commitment to utilising the development as a broader community access facility. The scope of utility for the local community is mutually enhanced by allowing an operating window to 1am on Friday and Saturday nights as many booking enquiries to date, have been negated due to the current curfew.

As a member of the local community and a direct neighbour to many, the entire leadership team and members of the Adelaide Baseball Club acknowledge the opportunity and obligations being provided with the Weigall Oval redevelopment by the City of West Torrens.

Adelaide Baseball Club (ABC) is committed to continuing its very proud 113 year history as an integral part of our local community. Operating the new club room facility in a responsible, integrated manner is a foundational underpinning of this endeavour.

Accordingly, we acknowledge that CAP have a responsibility to consider the surrounding residents and similarly we also urge them to consider the optimal utilisation of the facility by the community in their deliberation on this matter.

Kind Regards

Ashley Keegan & Leanne Smith
Co-Presidents
Adelaide Baseball Club Inc.

8.3 New Lease Agreements - Department of Education operated Kindergartens within the City of West Torrens

Brief

This report advises Committee Members of a proposal to grant new (further) 5 year lease terms to the Department for Education for the three kindergartens it currently operates, (i.e. Glandore, Kurralta Park and Netley) within the City of West Torrens.

RECOMMENDATION(S)

The Committee recommends to Council that:

1. Ground Leases for a term of 5 (five) years be granted to the Minister for Education, commencing on 1 July 2022 and expiring on 30 June 2027 for the following properties:
 - Glandore Kindergarten - at a commencing rental of \$4,680pa plus GST and outgoings. The rental to be increased by \$100pa plus GST on each anniversary of the lease commencement date during the term.
 - Kurralta Park Kindergarten - at a commencing rental of \$4,500pa plus GST and outgoings. The rental to be increased by \$100pa plus GST on each anniversary of the lease commencement date during the term.
 - Netley Kindergarten - at a commencing rental of \$2,550pa plus GST and outgoings. The rental to be increased by \$50pa plus GST on each anniversary of the lease commencement date during the term.
2. The Mayor and Chief Executive Officer be authorised to sign and seal any necessary documentation to give effect to the grant of leases.

Introduction

The existing ground lease agreements with the Minister for Education for the Council owned kindergarten properties at Kurralta Park (at the southern end of Peake Gardens Reserve), Glandore (at the southern end of St Georges Avenue Reserve) and Netley (at the southern end of Joe Wells Reserve) expire on 30 June 2022. Current ground rentals for the three properties are as follows:

- Glandore Kindergarten \$3,883.52 plus GST
- Kurralta Park Kindergarten \$3,883.52 plus GST
- Netley Kindergarten \$1,941.76 plus GST

The ground (market) rentals at the commencement of the previous agreements were determined by a valuer and a discount of 90 per cent was applied to reflect the substantial community benefit resulting from the operation of the kindergartens. A copy of the previous Council report and minutes are attached for the benefit of Members (**Attachment 1**).

A representative from the Department of Education contacted Council in early/mid-June 2021 seeking to commence the process of negotiating new lease agreements for each of these properties.

Discussion

Following the contact from the Department, the Administration advised the Department representative that it intended to engage its valuer to undertake market rental valuations for the three properties and sought the representative's agreement (which was subsequently received) to this approach.

The following table advises the valuer's updated ground market rentals and the suggested discounted rentals (which are in accordance with the previous arrangements endorsed by the Council) to be used at commencement of the proposed new lease terms.

Kindergarten	Market (Ground) Rental ex GST pa	Commencing Discounted Rental ex GST pa
Glandore	\$46,800	\$4,680
Kurralta Park	\$45,000	\$4,500
Netley	\$25,500	\$2,550

In accordance with the terms and conditions of the proposed (ground) lease arrangements, the Department will be responsible for the payment of all outgoing and all maintenance within the premises. Given this, and given that the kindergartens provide a not for profit community based service for local residents and their young families, a similar discount (of 90 per cent) to the market is again suggested. The lease terms which are proposed are of 5 years duration i.e. from 1 July 2022 until 30 June 2027.

It is further proposed that the lease fees be escalated on each anniversary of the commencement date as follows:

- Glandore Kindergarten by a fixed amount of \$100pa plus GST
- Kurralta Park Kindergarten by a fixed amount of \$100pa plus GST
- Netley Kindergarten by a fixed amount of \$50pa plus GST

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

There are no significant climate change impacts anticipated as a result of the consideration or implementation of this matter.

Conclusion

Following the completion of negotiations the Committee is able to consider the grant of new 5 year lease agreements for the period 1 July 2022 until 30 June 2027 for the Council owned kindergarten properties at Glandore, Kurralta Park and Netley to the Minister for Education.

Attachments

1. Report and Minutes - Council 6 June 2017 - Kindergarten Leases

11 URBAN SERVICES DIVISION REPORTS

11.1 Update - Leased Kindergarten Properties within the City of West Torrens

Brief

This report provides Elected Members with an update in regard to the remaining three kindergarten properties within the City of West Torrens which are leased to the Department for Education and Child Development (DECD).

RECOMMENDATION(S)

The Committee recommends to Council that:

1. New ground leases be entered into for the three (3) kindergarten properties (Glandore, Kurralta Park and Netley Kindergartens) with the Department for Education and Child Development (excluding the requirement to divest the properties), each for a term of 5 years and each commencing on 1 July 2017 at the following commencing rentals
 - (i) Netley Kindergarten - \$1,800pa plus GST
 - (ii) Glandore Kindergarten - \$3,600pa plus GST
 - (iii) Kurralta Park Kindergarten - \$3,600pa plus GST.
2. The rental for each kindergarten to escalate by Adelaide All Groups Consumer Price Index (or similar index should that cease to exist) on each anniversary of the commencement date during the lease terms.
3. The Mayor and Chief Executive be authorised to sign and seal any documentation relating to the grant of leases for the three kindergarten properties and the Chief Executive Officer be authorised to provide approval for any consents that may be required in accordance with the terms of the leases.

Introduction

At its meeting of 4 October 2016 Council considered a report dealing with the remaining three kindergarten properties within the City of West Torrens (namely Kurralta Park Kindergarten, Netley Kindergarten and Glandore Kindergarten) which are held under lease (on holding over arrangements) by the Department for Education and Child Development (DECD). Aerial pictures showing the location of the kindergarten properties are attached for the benefit of Elected Members (**Attachment 1**).

The land which is leased to DECD for the operation of the kindergartens is owned by Council (and is classified as Community Land). The kindergarten building which sits on the Kurralta Park site was built by Council in the mid-1990s. It is believed that the buildings erected on the other sites were likely to have been erected under arrangements where the Council provided the land and the structures were built by kindergarten unions or similar bodies.

Following consideration of the report, Council resolved that:

1. *The report be noted.*
2. *Council endorse the proposed amendment to the previously agreed Property Review Strategy for dealing with the three (3) remaining kindergarten properties at Glandore, Kurralta Park and Netley.*

3. *Ground leases for the three (3) remaining kindergarten properties be negotiated with the Department for Education and Child Development (excluding the requirement to divest the properties) and a further report be provided to Council following the completion of these negotiations.*
4. *That the Administration seek clarity on the letter received from Department for Education and Child Development specifically around the requirement for an early termination clause, clarity around the words "no imminent plans in the near future to relocate any of the kindergartens..." and seek clarification on the Department's longer term plans for the kindergartens.*

*(A copy of this letter is attached for the benefit of Members - **Attachment 2**)*

Discussion

Subsequent to the meeting of 4 October 2016 the Chief Executive Officer wrote to DECD in accordance with the desires of Council and as identified in point 4 of Council's resolution above (**Attachment 3**).

A response was subsequently received from DECD which is attached (**Attachment 4**).

As is indicated within DECD's response:

- It is standard departmental practice for DECD to seek the inclusion of early termination clauses within agreements which it negotiates with third parties;
- DECD has no plans to make any changes to the three remaining kindergartens it operates within the City of West Torrens; and
- DECD currently has no plans to relocate the kindergartens which it operates within the City of West Torrens in the near future.

DECD further advised that, should it propose to change the operation of any of the three kindergartens it currently operates within the City of West Torrens it would be required to undertake a community consultation process.

Given that DECD's response indicated that it has no immediate or foreseeable plans which may impact the operation of any of the three remaining kindergartens, the Administration entered into negotiations with DECD for the grant of new leases for the kindergartens at Glandore, Kurralta Park and Netley. As these negotiations have now been completed it is appropriate for the matter to be brought back to the Council.

By way of background, and to assist in its negotiation of the commencing rental(s), the Administration sought valuation advice from its property consultant. The consultant's advice indicated ground market rentals of approximately \$36,000pa plus GST for the Kurralta Park and Glandore properties and \$18,500pa plus GST for the Netley kindergarten property. Whilst these rentals are at market levels, and were sourced to provide guidance and set the upper limit for rental determination purposes, it is noted that rentals paid by Council's lessees are generally offered/negotiated at a discount to the market to recognise a Council subsidy and acknowledge the benefits which are provided to the local community. In regard to the particular case(s) under consideration, and given the significant benefit provided by the kindergartens to the local community, it is suggested that the discount factor/subsidy be set at 90%.

The existing rental paid by DECD for each property is approximately \$700 pa plus GST.

It is proposed that 5 year lease terms be offered on a ground lease basis (i.e. with DECD being responsible for all maintenance and any upgrade of the premises) in respect of each kindergarten, commencing on 1 July 2017 and concluding on 30 June 2022 at the following commencing rentals

Netley Kindergarten - \$ 1,800pa plus GST
Glandore Kindergarten - \$ 3,600pa plus GST
Kurralta Park Kindergarten - \$ 3,600pa plus GST

As indicated above, the suggested commencing rentals acknowledge and recognise the benefit provided to the local community by DECD in operating these kindergartens.

In line with the standard terms within Council's leases and licences the commencing rental will escalate by Adelaide All Groups Consumer Price index on each anniversary of the commencement date during the lease term and the lessee will be responsible for meeting all user costs e.g. utility costs, insurance etc. (Please note that Council rates for the kindergartens are rebated under the relevant provisions of the Local Government Act.)

The requested inclusion of an early termination clause within the agreement(s) is unlikely to have any significant or detrimental impact on Council.

Further, at such time (if any) as DECD may determine to relinquish its occupation of any or all of these kindergarten premises, Council could consider a range of alternatives for them, including e.g. use by an alternate party(or parties) or demolition of any hard infrastructure and consolidation with, or subsequent expansion of, the adjacent green/reserve spaces.

Conclusion

At its meeting of 4 October 2016, the Council sought clarification on a number of matters relating to the grant of new leases to the Department for Education and Child Development (DECD) for the three remaining kindergarten sites operated by DECD within the City of West Torrens. Following the provision of further advice and clarification from DECD, the Administration entered into negotiations with DECD for the grant of new lease terms for these kindergartens. Negotiations have concluded and it is now appropriate for Council to consider the grant of leases for each kindergarten property.

Attachments

1. Kindergarten Aerial Photographs
2. Letter from DECD 12 September 2016
3. Letter to DECD from CEO 11 Oct 2016
4. Letter from DECD 14 December 2016









Government of South Australia
Department for Education and
Child Development

Office for Infrastructure
Asset and Business Services

Level 11
Education Centre
31 Flinders Street
Adelaide SA 5000
GPO Box 1152
Adelaide SA 5001
DX 541 or R11/20

Tel 08 8226 2487
Fax 08 8231 5351

Steve Watson
Senior Property Assets Advisor
City of West Torrens
166 Sir Donald Bradman Drive
Hilton SA 5033

Dear Steve

Re: Agreements for West Torrens Kindergartens

I refer to our recent meeting to discuss the leases for the kindergartens listed below. As discussed, the Department for Education and Child Development is reluctant to enter into the current proposed lease agreements with the requirement that the properties are vested to the Ministers ownership at the expiry of the agreement. Over recent years there has been a general movement towards Kindergarten and Preschool sites to be re-located on or adjacent to school sites. As the proposed requirement is not in line with DECD's direction it is unlikely that the proposed agreements would be approved.

- Kurrallta Park Kindergarten
- Netley Kindergarten
- Glandore Kindergarten

The Department at this point in time would prefer a 5 year ground lease with an early termination clause between the MECD and the City of West Torrens for the 3 Kindergarten sites. It is important to note at this point there are no imminent plans in the near future to relocate any of the kindergartens mentioned above.

If you would like any further information or would like to discuss further please don't hesitate to contact me on 8226 2353.

Yours sincerely

Adam Daly
Property Officer
ASSET AND BUSINESS SERVICES

12/09/2016

11 October 2016

Civic Centre
165 Sir Donald Bradman Drive
Hilton, SA 5033
Tel 08 8416 6333
Fax 08 8443 5709
Email: csu@wtcc.sa.gov.au
Web: westtorrens.sa.gov.au



Mr Adam Daly
Property Officer
Asset and Business Services
Department for Education and Child Development
GPO Box 1152
ADELAIDE SA 5001

Dear Adam,

Re: Leased kindergarten properties within the City of West Torrens

I write to advise that at its meeting of 4 October 2016 the Council considered a report dealing with the three kindergarten properties which are leased to DECD, being Glandore, Kurralta Park and Netley Kindergartens.

Following consideration of the report the Council resolved as follows:

1. The report be noted.
2. Council endorse the proposed amendment to the previously agreed Property Review strategy for dealing with the three (3) remaining kindergarten properties at Glandore, Kurralta Park and Netley.
3. Ground leases for the three (3) remaining kindergarten properties be negotiated with the Department for Education and Child Development (excluding the requirement to divest the properties) and a further report be provided to Council following the completion of these negotiations.
4. That the Administration seek clarity on the letter received from Department for Education and Child Development specifically around the requirement for an early termination clause, clarity around the words "no imminent plans in the near future to relocate any of the kindergartens ..." and seek clarification on the Department's longer term plans for the kindergartens.

To permit this matter to proceed could you please forward the information/clarification sought in dot point 4 above at your earliest convenience. As Mr Steve Watson is handling this matter on behalf of Council any enquiries you may have in regard to this matter may be addressed to him.

Yours sincerely,

Terry Buss
Chief Executive Officer

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Government of South Australia
Department for Education and
Child Development

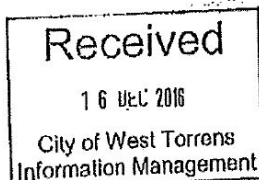
Office for Infrastructure
Asset and Business Services

Level 11
Education Centre
31 Flinders Street
Adelaide SA 5000
GPO Box 1152
Adelaide SA 5001
DX 541 or R11/20

tel 08 8226 2487
fax 08 8231 5351

DECD Ref: 15/4229, 16/10314 & 16/10313

Mr Steve Watson
Senior Property Assets Adviser
City of West Torrens
165 Sir Donald Bradman Drive
Hilton SA 5033



Dear Steve

Leased DECD kindergarten properties with City of West Torrens

In response to letter from Terry Buss dated 11 October 2016 regarding the Glandore, Kurraita Park and Natley Kindergartens, the Department of Education and Child Development (DECD) would like to provide the following advice:

- DECD requests early termination clauses in all agreements between other Government Departments, Councils and Community Organisations.
- DECD has no plans to make any changes to the operation of the 3 kindergartens mentioned above.

DECD generally only considers relocating kindergartens to new buildings within school grounds when current facilities are deemed to be outdated or inadequate. This has been shown to benefit students by allowing a smooth transition between preschool and school while also minimising travel for families.

DECD currently has no plans to relocate the three kindergarten sites concerned in the near future. Should there be a need to make any changes to the operation of the kindergartens a community consultation process would be required.

If have any queries regarding this matter please do not hesitate to contact me on 8226 2487.

Yours sincerely

Adam Daly
Property Officer
ASSET AND BUSINESS SERVICES

14/12/2016

11 URBAN SERVICES DIVISION REPORTS

11.1 Update - Leased Kindergarten Properties within the City of West Torrens

This report provided Elected Members with an update in regard to the remaining three kindergarten properties within the City of West Torrens which are leased to the Department for Education and Child Development (DECD).

RECOMMENDATION(S)

The Committee recommends to Council that:

1. New ground leases be entered into for the three (3) kindergarten properties (Glandore, Kurralta Park and Netley Kindergartens) with the Department for Education and Child Development (excluding the requirement to divest the properties), each for a term of 5 years and each commencing on 1 July 2017 at the following commencing rentals
 - (i) Netley Kindergarten - \$1,800pa plus GST
 - (ii) Glandore Kindergarten - \$3,600pa plus GST
 - (iii) Kurralta Park Kindergarten - \$3,600pa plus GST.
2. The rental for each kindergarten to escalate by Adelaide All Groups Consumer Price Index (or similar index should that cease to exist) on each anniversary of the commencement date during the lease terms.
3. The Mayor and Chief Executive be authorised to sign and seal any documentation relating to the grant of leases for the three kindergarten properties and the Chief Executive Officer be authorised to provide approval for any consents that may be required in accordance with the terms of the leases.

RESOLUTION

Moved: Cr Arthur Mangos

Seconded: Cr Megan Hill

That the recommendation be adopted.

CARRIED

11.2 Parking on Verges - Proposal to Amend the Australian Road Rules

The Local Government Association sought feedback from councils on a proposal to amend the *Australian Road Rules 1999* to permit parking wholly, or in part on council verges.

RECOMMENDATION

The Committee recommends to Council that the feedback contained within the report be provided as Council's response to the Local Government Association on the proposed amendments to the *Australian Road Rules 1999*.

Proposed feedback to the LGA

Council supports Option 2 to Amend the *Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014* on the basis that each council is best placed to determine whether or not verge parking is appropriate within their local government area.

11 ADJOURN TO STANDING COMMITTEES**RECOMMENDATION**

That the meeting be adjourned, move into Standing Committees and reconvene at the conclusion of the Governance Committee.

RESOLUTION

Moved: Cr Steven Rypp
Seconded: Cr Arthur Mangos

That the recommendation be adopted.

CARRIED

7.53pm the meeting adjourned into Committees.

8.13pm the meeting reconvened. All those present prior to the adjournment of the meeting were present in the Chamber when the meeting reconvened.

12 ADOPTION OF STANDING COMMITTEE RECOMMENDATIONS**12.1 Urban Services Committee Meeting****RECOMMENDATION**

That the recommendations of the Urban Services Committee held on 6 June 2017 be adopted.

RESOLUTION

Moved: Cr John Woodward
Seconded: Cr Steven Rypp

That the recommendation be adopted.

CARRIED**12.2 Governance Committee Meeting****RECOMMENDATION**

That the recommendations of the Governance Committee held on 6 June 2017 be adopted.

RESOLUTION

Moved: Cr Garth Palmer
Seconded: Cr Arthur Mangos

That the recommendation be adopted.

CARRIED

8.4 Site Licence Agreement(s) with Department of Infrastructure and Transport - Shared Use Pathway(s)

Brief

This report provides information and seeks approval from the Committee to enter into agreements provided by the Department of Infrastructure (DIT) for new / renewal of site licence agreements for the land known as the Westside Bikeway Linear Park and the shared pathway along James Congdon Drive, Mile End / Mile End South.

RECOMMENDATION(S)

The Committee recommends to Council that the Mayor and Chief Executive Officer be authorised to sign and/or seal any documentation to give effect for a Heads of Agreement / Site Licence Agreement for the following:

1. The land known as the Westside Bikeway Linear Park, between South Road, Richmond and Morphett Road, Novar Gardens;
2. Shared Pathway along James Congdon Drive, between South Road, Mile End South to Sir Donald Bradman Drive, Mile End; and
3. Shared Pathway along James Congdon Drive, between Sir Donald Bradman Drive, Mile End and Railway Terrace, Mile End.

Introduction

This report seeks Committee / Council approval to enter into a new / renewal Site Licence and / or Heads of Agreement between the Licensor, Commission of Highways (provided from the Department of Infrastructure (DIT)) and Council for:

- The land known as the Westside Bikeway Linear Park, between South Road, Richmond and Morphett Road, Novar Gardens;
- Shared Pathway along James Congdon Drive, between South Road, Mile End South to Sir Donald Bradman Drive, Mile End; and
- Shared Pathway along James Congdon Drive, between Sir Donald Bradman Drive, Mile End and Railway Terrace, Mile End.

Discussion

A copy of the new draft agreements have been provided for the information of Members, for the Westside Bikeway Linear Park (**Attachment 1**), and the two sections of the shared pathway along James Congdon Drive (**Attachment 2, 3 and 4**).

Westside Bikeway Linear Park

The existing site licence agreement replaces the original lease agreement signed by Council in November 1996 which provided Council with rights to the bikeway from 1 September 1996 to 31 August 2001. A subsequent agreement was approved by Council on 19 April 2011, for a period of 5 years (from 1 June 2010 to 30 June 2015).

The latest agreement (which expired in June 2015) included a holding over clause allowing the agreement to continue on a monthly basis until a new agreement is executed.

In summary this new draft agreement stipulates/includes:

- The permitted use of the licenced area has been defined as a Recreation Corridor. This definition envisages and includes the following activities / uses - bikeway, open space and a park related activities (i.e. playground, shelters and seating, etc.). Other related activities (i.e. the dog park on Moss Avenue, Marlestone) required separate approval from DIT (approval was sought and subsequently obtained).
- The licence fee is \$1.00 (plus GST) per annum, payable on demand. This fee has never been demanded by DIT;
- The proposed term is from 1 July 2021 to 30 June 2026;
- Standard clauses relating to utilities and charges, outgoings, stamp duty, termination, etc.;
- The requirement for Council to continue to pay all service and utility charges relating to SA Water (i.e. irrigation) and SAPN (i.e. power supply for lighting / irrigation, etc.).

Council currently budgets funds in both the operational and capital works budgets each year to maintain, develop and improve the recreational corridor for use by the public.

Upon approval of this draft agreement by the Committee / Council, DIT will finalise a new site licence agreement based on the nominated terms and conditions, and this report seeks approval for this document to be signed and sealed by the Mayor and Chief Executive Officer.

Shared Pathway along James Congdon Drive

There have been no previous agreements with DIT for this shared use pathway - along the two nominated sections of James Congdon Drive.

These two draft agreements (with a proposed overarching Heads of Agreement document) relate only to the shared pathway, the adjoining landscaping and the public amenity. They differ from the Westside Bikeway Agreement as a recreational corridor, because the defined land areas along James Congdon Drive are not suitable to be used as a park for open space and other recreational type of activities (and can only be used as a walkway and / or bikeway).

In summary these agreements stipulate/include:

- The permitted use of the licenced area is defined as:
 - Pathway to be used by members of the public for pedestrian and bicycle traffic;
 - Landscaping / irrigated verges; and
 - Public Amenity.
- A licence fee of \$1.00 (plus GST) per annum, payable on demand.
- The proposed term is from 1 July 2021 to 30 June 2026;
- Standard clauses relating to utilities and charges, outgoings, stamp duty, termination, etc.;
- The requirement for Council to continue to pay all service and utility charges relating to SA Water (i.e. irrigation) and SAPN (i.e. power supply for lighting / irrigation, etc.).
- Importantly, these draft agreements specifically exclude the maintenance of the sound wall and the supporting infrastructure along James Congdon Drive, Mile End (i.e. the wall/mounding /retaining walls located between the reserve, Mile End Common and James Congdon Drive).

Council again currently budgets funds in both the operational and capital works budgets each year to maintain, develop and improve the areas as identified by these draft agreements.

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

These projects contribute to the climate change resilience of the local area.

Conclusion

The Department of Infrastructure (DIT) wishes to renewal and/or enter into new agreements with the City of West Torrens for the Westside Bikeway Linear Park and the shared use pathway along James Congdon Drive. This report seeks approval from the Committee / Council for the Mayor and Chief Executive Officer to be authorised to sign and/or seal any documentation to give effect to these nominated agreements.

Attachments

1. **Draft Agreement - Westside Bikeway Linear Park**
2. **Draft Agreement (1) - James Congdon Drive, South Road to Sir Donald Bradman Drive**
3. **Draft Agreement (2) - James Congdon Drive, Sir Donald Bradman Drive to Railway Terrace**
4. **Draft Heads of Agreement - James Congdon Drive**

**Government of South Australia**Department for Infrastructure
and Transport

*In reply please quote
1997/08866 0001
Enquiries to Muhammad Hussaini*

**Across Government
Services Division - Property
Directorate**50 Flinders Street
Adelaide SA 5000GPO Box 1533
Adelaide SA 5001Telephone: 08 8343 2222
Facsimile: 08 8343 2768

ABN 92 366 288 135

Dear Dean,

HEADS OF AGREEMENT – WESTSIDE BIKEWAY

Further to our recent discussions, I am pleased to set out herein the terms and conditions in which Commissioner of Highways is willing to offer a Licence for the above mentioned site. This Heads of Agreement is subject to final approval and acceptance by the Licensor's delegate.

- Licensor:** Commissioner of Highways
- Licensee:** Entity Name: City of West Torrens
ABN: 16 346 877 634
Trading as: City of West Torrens
- Premises:** The whole of the land described as Certificate of Title Register Book Volume 6181 Folio 331 being more particularly marked as the following:
Allotment 1 Filed Plan 6924, Allotment 3 & 5 in Filed Plan 6924, Allotment 47 in Filed Plan 7052, Allotment 87 in Filed 7186, Allotment 101 in Filed Plan 2890, Allotment 130, 131, 132 in Filed Plan 3647, Allotment 120, 123, 125, 133 in Filed Plan 6137 and Allotment 126, 128 in Filed Plan 9687.
- The whole of the land describes as Certificate of Title Register Book Volume 6052 Folio 101 being more particularly marked as Allotment 75 in Filed Plan 7379.
- The whole of the land describes as Certificate of Title Register Book Volume 5750 Folio 169 being more particularly marked as Allotment 61 in Filed Plan 19717.
- The whole of the land describes as Certificate of Title Register Book Volume 5499 Folio 799 being more particularly marked as Allotment 20 in Filed Plan 7386.
- The whole of the land describes as Certificate of Title Register Book Volume 5453 Folio 617 being more particularly marked as Allotment 227 in Deposited Plan 47618.
- The whole of the land describes as Certificate of Title Register Book Volume 5452 Folio 515 being more particularly marked as Allotment 71 in Filed Plan 16267.

#17381401

1 of 4

Permitted Use:	Recreation Corridor
	The Licensee must obtain all approvals required to enable the Premises to be used for the Permitted Use.
	The Licensor does not warrant that the Premises is, or will be for the duration of the term of the Licence, suitable (structurally or otherwise) for the Licensee's intended use of the Premises.
Commencement Date:	1 July 2021
Term:	30 June 2026
Right of Renewal:	Nil
Annual Gross Licence Fee:	\$1.00 plus GST per annum if demanded
Rent Reviews:	Nil
Property Outgoings:	The Licensee will be responsible from the Licence Commencement date for all Property Outgoings.
	"Property Outgoings" include (where applicable):
	<ul style="list-style-type: none"> i. Statutory outgoings including: <ul style="list-style-type: none"> - Council Rates; - SA Water Rates; and - Emergency Services Levy. ii. All insurance premiums payable by the Licensee in respect of the insurance relating to the Premises. iii. All reasonable costs incurred by the Licensee in the management of the Premises. iv. Costs of running and maintaining any services provided by Licensor for the Licensee. v. Costs of general repairs and maintenance of the improvements, carparks, driveways etc., security, gardening etc. vi. Costs for the cleaning of the common areas including rubbish removal and the provision of toilet requisites.
Limitation of Term / Early Termination Right:	The Licensor and the Licensee acknowledge and agree that the Licensor, the Commissioner of Highways, may require the Premises for road construction purposes in accordance with the Highways Acts 1926 (SA) during the Licence Term.
	Notwithstanding any other provisions relating to the termination of the Licence, the Licensor will have the right, on giving at least six (6) months prior written notice to the Licensee, to terminate the Licence to facilitate the use of the Premises or any part of the Premises for road construction purposes without any compensation payable to the Licensee.

The Licensee is hereby notified that the Licensor, the Commissioner of Highways, is exempt from section 20B of the Retail and Commercial Leases Act 1995 (SA).

Holding Over: If the Licensee continues to use the Premises with the consent of the Licensor after the expiry of the Term then:

- I. the Licensee will use the Premises on a monthly basis;
- II. either party may terminate the monthly licence on one (1) months' notice in writing to the other party;

Cleaning: The Licensee will arrange for and be responsible for the cleaning of the Premises.

Utilities: The Premises will be separately metered for the consumption of utilities including electricity, gas and other like services and all charges will be payable by the Licensee. Where there is no such metering, the Licensee will pay a proportion of such utilities based on the gross/net lettable floor area ratio or a proportion as reasonably determined by the Lessor.

Where these services are invoiced directly to the Licensor, the Licensor will invoice all costs associated with the supply of these utilities to the Licensee who must reimburse the Licensor within fourteen (14) business days of receipt of each invoice.

Telephones/ Telecommunication: The Licensee is responsible for the connection and all charges (including rentals) in respect of any telephone and other telecommunication services connected to the Premises.

Licensee Insurance: The Licensee is responsible for maintaining:

- public liability insurance of not less than \$20 million in the joint names of the Licensor and Licensee;
- insurance of its fixtures and fittings; and
- insurance of plate glass in and around the Premises in the joint names of the Licensor and Licensee.

Licensee Works: All Licensee works, alterations or modifications to the Premises will be at the Licensee's expense and subject to the Licensor's prior written approval. All necessary statutory approvals are to be obtained and the costs are the sole responsibility of the Licensee and all statutory notices shall be complied with.

Maintenance: The Licensee will, at the cost and expense of the Licensee, keep the Premises together with any improvements, fixtures and fittings, in a good, safe and tenable repair and condition.

Reinstatement: Unless otherwise agreed, the Licensee will at the expiration of the term or earlier termination of the Licence be required to reinstate any alterations, improvements or additions made to the Premises by the Licensee and make good any damage to the Premises caused by such removal.

- Release:** The Licensee agrees to release the Licensor from all claims in respect of any accident, personal injury, loss or damage occurring in the Premises except that such release shall not apply to the extent that such accident, personal injury, loss or damage is caused by any neglect or default by the Licensor or its agents, contractors or employees.
- Indemnities:** The Licensee agrees to indemnify the Licensor from all claims in respect of:
- any loss of life, loss of or damage to property arising out of any occurrence in the Premises; or
 - any loss or damage to the Premises, to the building or to its services,
- to the extent that such loss of life, loss or damage is caused by any act, neglect, default or omission by the Licensee, Licensee's employees, agents, contractors or invitees.
- Execution of Licence:** A formal Licence will be prepared by the Licensor's solicitor and will contain the terms and conditions recorded in this Agreement and otherwise will continue the terms and conditions in the Licensor's standard Licence document.
- The Licensee agrees to use best endeavours to execute the formal Licence within twenty one (21) days of its submission to the Licensee.
- Legal Costs:** The Licensee will pay 100% of the Licensor's costs incidental to the preparation, perusal and execution of the Licence. Each party will bear their own costs with respect to negotiation of the Licence.
- Goods & Services Tax:** The rent and other amounts payable by the Licensee under this agreement or the Licence are calculated or expressed exclusive of GST.
- If GST is or becomes payable by the Licensor for a supply, the Licensee must pay the Licensor an amount equal to the GST Payable on that supply.
- "GST" means goods and services tax or any similar tax imposed by reason of a supply under this agreement or the Licence.
- Special Conditions** This Heads of Agreement is subject to final approval and acceptance by the Licensor's delegate by way of execution of the formal Licence Agreement.

Please confirm your acceptance to the terms and conditions, outlined herein, by way of execution of this Heads of Agreement where indicated.

If you have any further queries please do not hesitate to contact Muhammad Hussaini on _____ or _____ .

Yours sincerely

Peter Jackel
Manager - Portfolio Assets

20 July 2021

ACCEPTANCE ON BEHALF THE LICENSEE

Signed on behalf of

Date

City of West Torrens

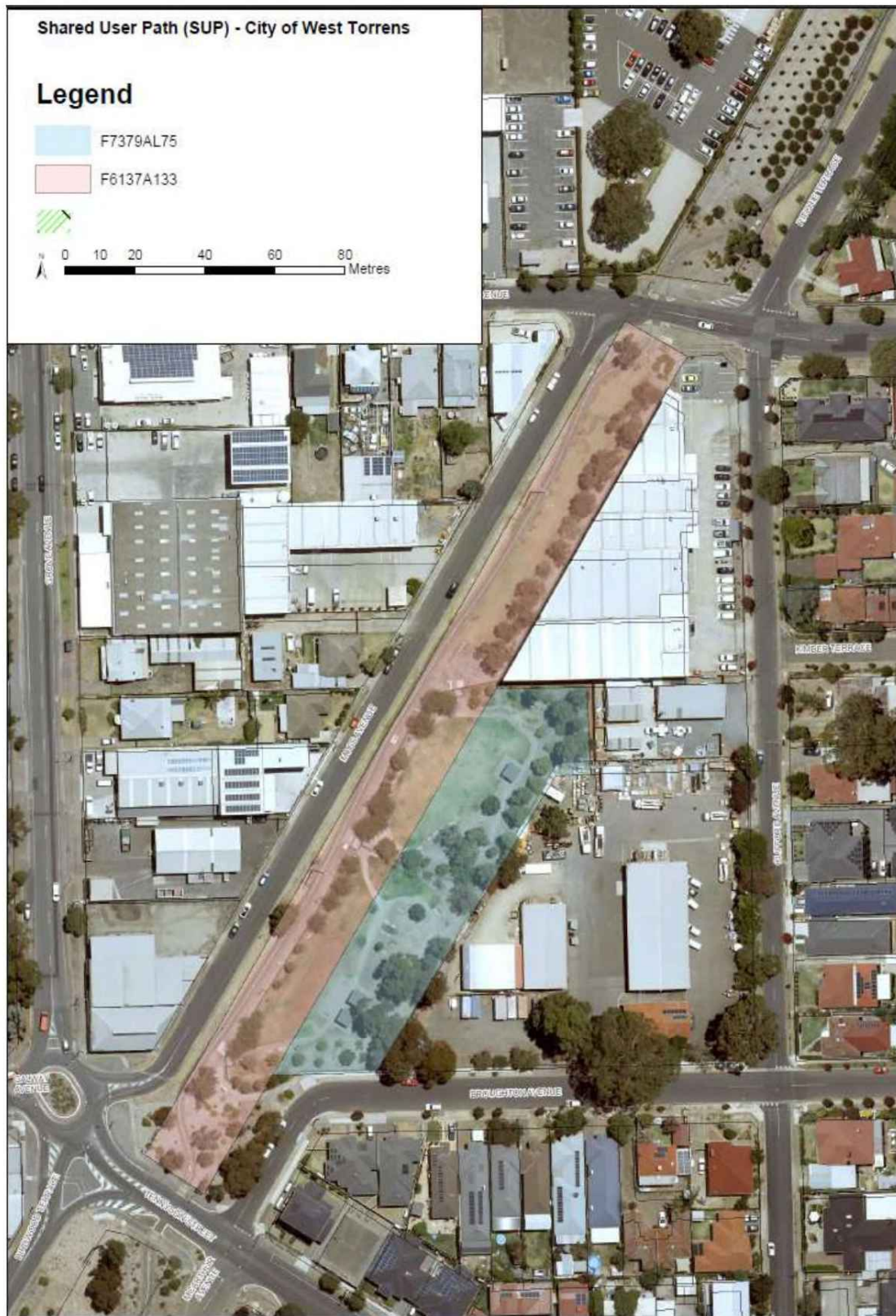
Full Name of Signatory

Title

ANNEXURE 1 – LICENCE PLAN

















LICENCE AGREEMENT MEMORANDUM

BETWEEN:

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926 (SA)* of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF WEST TORRENS of 165 Sir Donald Bradman Drive, Hilton SA 5033 (**Licensee**)

THE PARTIES AGREE AS FOLLOWS:

This is a Licence Agreement between the Commissioner and the Licensee under the terms of the Head Agreement between the Commissioner and the Licensee dated

In consideration of the Licence Fee, the Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the term of the Licence Agreement on the terms and conditions of this Licence Agreement.

The terms of this Licence Agreement are as described in clause 8 of the Head Agreement, which incorporates terms and conditions of the Head Agreement.

SCHEDULE OF PARTICULARS

ITEM 1 LAND

The whole of the land comprised and described in the following;
Certificate of Title Volume 5688 Folio 276;
Certificate of Title Volume 5736 Folio 873;
Certificate of Title Volume 5947 Folio 732;
Certificate of Title Volume 5708 Folio 994;
Certificate of Title Volume 5712 Folio 553; and
Certificate of Title Volume 5743 Folio 501.

ITEM 2 SITE

That portion of the Land being Allotment 58 of Deposited Plan 52572;
Allotment 14 of Deposited Plan 34743;
Allotment 201 of Deposited Plan 17739;
Allotment 46 of Filed Plan 145074;
Allotment 45 of Filed Plan 145073; and
Allotment 44 of Filed Plan 145072 and more particularly delineated as green on the plan attached to this Licence Agreement Memorandum.

ITEM 3 PERMITTED USE

- Pathway to be used by members of the public for pedestrian and bicycle traffic;
- Landscaping; and
- Public Amenity.

ITEM 4 TERM

Commencement Date:

Expiry Date:

ITEM 5 LICENCE FEE

Amount: \$1.00 (exclusive of GST) per annum

Payable: within thirty (30) days if demanded by the Commissioner

ITEM 5 SPECIAL CONDITIONS

As specified (if any) in Annexure A annexed hereto.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
was hereto affixed by the authority)
of the Commissioner:)

.....
Signature of Authorised Officer (above)

.....
Name (above)

.....
Position/Title (above)
Department for Infrastructure and Transport

The **COMMON SEAL** of)
CITY OF WEST TORRENS)
was affixed in the presence of:)

.....
Mayor (sign above)

.....
Chief Executive Officer (sign above)

.....
Print Name (above)

.....
Print Name (above)

PLAN



ANNEXURE A
SPECIAL CONDITIONS

LICENCE AGREEMENT MEMORANDUM

BETWEEN:

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926* (SA) of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF WEST TORRENS of 165 Sir Donald Bradman Drive, Hilton SA 5033 (**Licensee**)

THE PARTIES AGREE AS FOLLOWS:

This is a Licence Agreement between the Commissioner and the Licensee under the terms of the Head Agreement between the Commissioner and the Licensee dated

In consideration of the Licence Fee, the Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the term of the Licence Agreement on the terms and conditions of this Licence Agreement.

The terms of this Licence Agreement are as described in clause 8 of the Head Agreement, which incorporates terms and conditions of the Head Agreement.

SCHEDULE OF PARTICULARS

ITEM 1 LAND
The whole of the land comprised and described in the Certificate of Title Volume 5164 Folio 969.

ITEM 2 SITE
That whole of the Land being Allotment 102 of Deposited Plan 33542 and more particularly outlined as Red on the plan attached to this Licence Agreement Memorandum.

ITEM 3 PERMITTED USE

- Pathway to be used by members of the public for pedestrian and bicycle traffic;
- Landscaping; and
- Public Amenity.

ITEM 4 TERM
Commencement Date:

Expiry Date:

ITEM 5 LICENCE FEE

Amount: \$1.00 (exclusive of GST) per annum

Payable: within thirty (30) days if demanded by the Commissioner

ITEM 5 SPECIAL CONDITIONS

- The Licence Agreement is for the pathway and the adjoining verge/turfed area on James Congdon Drive and does not include the maintenance of the sound wall or the supporting infrastructure for the sound wall.
- As specified (if any) in Annexure A annexed hereto.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
 COMMISSIONER OF HIGHWAYS)
 was hereto affixed by the authority)
 of the Commissioner:)

.....
Signature of Authorised Officer (above)

.....
Name (above)

.....
Position/Title (above)
Department for Infrastructure and Transport

The COMMON SEAL of)
 CITY OF WEST TORRENS)
 was affixed in the presence of:)

.....
Mayor (sign above)

.....
Chief Executive Officer (sign above)

.....
Print Name (above)

.....
Print Name (above)

PLAN



ANNEXURE A
SPECIAL CONDITIONS

HEAD AGREEMENT
FOR PUBLIC USE OF PATHWAYS

BETWEEN

COMMISSIONER OF HIGHWAYS

-AND-

CITY OF WEST TORRENS



**Government
of South Australia**

CROWN SOLICITOR
(within the Department for Infrastructure and Transport)
10 Franklin Street, Adelaide SA 5000

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SCHEDULE 1 HEAD AGREEMENT DETAILS

SCHEDULE 2 LICENCE AGREEMENT MEMORANDUM

AGREEMENT dated _____ day of _____ 20..

PARTIES:

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926 (SA)* of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF WEST TORRENS of 165 Sir Donald Bradman Drive, Hilton SA 5033 (**Licensee**).

BACKGROUND:

- A. This Head Agreement contemplates that the Commissioner and the Licensee enter into one or more Licence Agreements in respect of land, for which the Commissioner is the registered proprietor and the Licensee wishes to enter upon and use.
- B. This Head Agreement will provide a framework and pre-agreed terms and conditions for the establishment of such Licence Agreements.

IT IS AGREED:

PART 1 – PRELIMINARY

1. DEFINITIONS

In this Head Agreement unless the context otherwise requires:

- 1.1 **Commencement Date** means the commencement date set out in the Licence Agreement Memorandum;
- 1.2 **Common Areas** means those areas of the Land (if any) provided from time to time for common use by all tenants and occupiers of the Land including paths, driveways, car parking areas, restrooms and any other facility designated as a common area by the Commissioner;
- 1.3 **Expiry Date** means the expiry date set out in the Licence Agreement Memorandum;
- 1.4 **Head Agreement** means this agreement and includes all schedules and annexures (if any);
- 1.5 **Land** means the land described in the Licence Agreement Memorandum, for which the Commissioner is the registered proprietor;
- 1.6 **Licence Agreement** means a licence agreement formed in accordance with clause 8 of this Head Agreement;
- 1.7 **Licence Agreement Memorandum** means a licence agreement memorandum in the form set out in Schedule 2 of this Head Agreement;

-
- 1.8 **Licence Agreement Term** means the term of the Licence Agreement determined under clause 10;
 - 1.9 **Licence Fee** means the licence fee specified in the Licence Agreement Memorandum;
 - 1.10 **Licensee's Representative** means the person so identified in Item 3 of Schedule 1 to this Head Agreement;
 - 1.11 **Commissioner's Representative** means the person so identified in Item 3 of Schedule 1 to this Head Agreement;
 - 1.12 **Party** means either the Commissioner or the Licensee;
 - 1.13 **Pathway** means the path on the Site constructed by both the Commissioner and the Licensee and owned by the Licensee to be used by members of the public for pedestrian and bicycle traffic;
 - 1.14 **Permitted Use** means the permitted use set out in the Licence Agreement Memorandum;
 - 1.15 **Representative** means the relevant Party's Representative specified in Schedule 1 of this Head Agreement or such other person nominated as the Party's Representative by written notice to the other Party from time to time;
 - 1.16 **Site** means the site, being all or a portion of the Land, set out in the Licence Agreement Memorandum, and includes the Pathway; and
 - 1.17 **Start Date** mean date set out in Item 1 of Schedule 1 to this Head Agreement.

2. INTERPRETATION

In this Head Agreement (and any Licence Agreement) unless a contrary intention is evident:

- 2.1 any word importing the plural includes the singular and vice versa;
- 2.2 any word importing a gender includes all other genders,
- 2.3 a reference to a body corporate includes a natural person and vice versa;
- 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 Head Agreement;
- 2.5 the headings and clause numbers are inserted only as a matter of convenience and in no way affect the construction of this Head Agreement (or any Licence Agreement); and
- 2.6 nothing in this Head Agreement (or any Licence Agreement) is to be interpreted against a party solely on the basis the party put forward this Head Agreement (or the Licence Agreement) or any part of it.

3. FORMAL CONSIDERATION

In consideration of the Commissioner undertaking obligations under this Agreement, the Licensee must pay the consideration of one dollar (\$1.00) on demand by the Commissioner.

PART 2 - HEAD AGREEMENT TERM, TERMINATION AND ADMINISTRATION**4. TERM OF HEAD AGREEMENT**

This Head Agreement shall commence on the Start Date and, subject to any earlier termination of this Head Agreement in accordance with its terms or by operation of law, remains in operation unless and until the Commissioner and the Licensee either:

- 4.1 enter into a new head agreement which is expressed to replace this Head Agreement; or
- 4.2 this Head Agreement is terminated by the Commissioner or the Licensee in accordance with clause 5; or
- 4.3 this Head Agreement is otherwise terminated by mutual consent, (whichever first occurs).

5. TERMINATION OF HEAD AGREEMENT**Termination by the Commissioner**

- 5.1 The Commissioner may terminate this Head Agreement by notice in writing served on the Licensee if:
 - 5.1.1 the Licensee commits a material breach of this Head Agreement or any Licence Agreement and has not rectified such material breach within twenty-one (21) days (or such longer period as is reasonable having regard to the nature of the breach) of the Commissioner giving notice in writing to the Licensee requiring the rectification of such breach; or
 - 5.1.2 the Licensee commits or permits during a calendar year three (3) or more breaches of an obligation imposed on the Licensee for which the Commissioner has previously given notice of such breaches in writing during the calendar year, even if the previous breaches by the Licensee have been rectified; or
 - 5.1.3 the Licensee is declared a "defaulting council" pursuant to the *Local Government Act 1999* and any of the events specified in section 9(b), (d), (f), (g), (i) or (j) of the *Local Government Act 1999* occur in respect of the Licensee.
- 5.2 If the Commissioner determines in his absolute discretion that all of the Sites are required by the Commissioner for road purposes (or any other statutory function) under the *Highways Act 1926 (SA)*, the Commissioner may terminate this Head Agreement at any time by giving at least three (3) months written notice to the Licensee.

Termination by the Licensee

- 5.3 The Licensee may terminate this Head Agreement at any time by giving at least three (3) months written notice to the Commissioner if the Licensee determines (in its absolute discretion) that it no longer wishes to use or make available any Site as a Pathway.
- 5.4 If this Head Agreement is terminated pursuant to clause 5.3, unless otherwise agreed by the Commissioner, the Licensee must forthwith remove at its cost and expense in all things the Pathway, lighting, signage as well as all of the improvements on all Sites constructed or installed by or for the Licensee and upon such removal do no damage to any Site or any Land.

6. EFFECT OF TERMINATION OF HEAD AGREEMENT

- 6.1 The Licensee acknowledges and agrees as follows:
- 6.1.1 if this Head Agreement is terminated, the Licence Agreement (and if more than one, each separate Licence Agreement) will automatically terminate; and
 - 6.1.2 unless the Commissioner expressly terminates this Head Agreement, the termination of a Licence Agreement does not affect the continuation of this Head Agreement or any other Licence Agreement.
- 6.2 Termination of this Head Agreement or any Licence Agreement by the Commissioner is without prejudice to any rights, remedies or actions that the Commissioner may have or has against the Licensee which have arisen prior to the date of termination.

7. ADMINISTRATION

- 7.1 The Commissioner's Representative and the Licensee's Representative each has authority to:
- 7.1.1 exercise all of the powers and functions of his or her Party under this Head Agreement or the Licence Agreement (as the case may be), other than the power to amend this Head Agreement or the Licence Agreement; and
 - 7.1.2 bind his or her Party in relation to any matter arising out of or in connection with this Head Agreement or the Licence Agreement (as the case may be).
- 7.2 Either Party may change their Representative by giving written notice to the other.

PART 3 – LICENCE AGREEMENT FORMATION**8. FORMATION OF A LICENCE AGREEMENT**

- 8.1 The parties acknowledge and agree that this Head Agreement does not impose any obligation on the Commissioner or constitute any guarantee on the Commissioner's part that it will grant the Licensee a licence at any time.
- 8.2 If and when the Licensee seeks access to and use of the Site, the Licensee must notify the Commissioner and if the Commissioner is willing and able to grant the non-exclusive licence, the parties may enter into a Licence Agreement for the grant of the licence.
- 8.3 A Licence Agreement is formed when the Commissioner and the Licensee have signed a Licence Agreement Memorandum.
- 8.4 The terms and conditions of a Licence Agreement between the Commissioner and the Licensee comprise of:
- 8.4.1 the terms and conditions set out in Part 4 of this Head Agreement;
 - 8.4.2 the terms and conditions set out in Parts 1 and 5 of this Head Agreement;
 - 8.4.3 the Licence Agreement Memorandum;

8.4.4 any schedules, annexures or attachments to the Licence Agreement Memorandum,

which in the event of any inconsistency have priority in that order.

PART 4 – LICENCE AGREEMENT CONDITIONS

9. GENERAL

The terms and conditions set out in this Part 4:

- 9.1 apply to each Licence Agreement formed under this Head Agreement;
- 9.2 have no application unless and until a Licence Agreement is formed under this Head Agreement; and
- 9.3 are to be interpreted with reference to the details set out in the applicable Licence Agreement Memorandum.

10. TERM OF LICENCE AGREEMENT

- 10.1 The Licence Agreement shall commence on the Commencement Date and subject to any earlier termination of the Licence Agreement in accordance with its terms or by operation of law, shall expire on the Expiry Date (unless the Licence Agreement is extended in accordance with clause 10.2).
- 10.2 If the Licensee continues to use the Site with the consent of the Commissioner after the expiry of the Licence Agreement Term then:
 - 10.2.1 the Licensee will use the Site under a quarterly licence (i.e. 3-monthly);
 - 10.2.2 either party may terminate the quarterly licence on three (3) calendar months' notice in writing to the other party; and
 - 10.2.3 the quarterly licence will be at a quarterly licence fee equivalent to the quarterly proportion of the Licence Fee payable and otherwise on the same terms and conditions as the Licence Agreement (so far as applicable).
- 10.3 If the Licensee terminates the Licence Agreement pursuant to subclause 10.2.2, then unless otherwise agreed by the Commissioner, the Licensee must forthwith remove at its cost and expense in all things the Pathway, lighting, signage as well as all of the improvements on all Sites constructed or installed by or for the Licensee and upon such removal do no damage to any Site or any Land.

11. LICENCE

- 11.1 The Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the Licence Agreement Term on the terms and conditions of the Licence Agreement.
- 11.2 The Commissioner grants to the Licensee a licence in common with the Commissioner and any other tenant, occupier or user of the Land from time to time to use the Common Areas for the purposes such Common Areas are designated.

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- 11.3 The rights granted by the Commissioner to the Licensee under the Licence Agreement are contractual only and do not create or confer on the Licensee any tenancy, estate or interest in the Site.
12. **LICENCE FEE**
- The Licensee must pay to the Commissioner the Licence Fee at the times set out in the applicable Licence Agreement Memorandum.
13. **OUTGOINGS**
- 13.1 If the Site becomes separately rateable from the Land the Licensee must pay:
- 13.1.1 charges for water in relation to the Site;
- 13.1.2 licence fees, rates and other charges imposed on the Site or on the Licensee in relation to the occupancy of the Site by the Licensee or conduct of business from the Site by the Licensee.
- 13.2 The Licensee must pay any electricity charges against the Licensee which arise as a consequence of its own assets or usage if electricity is supplied to the Site.
- 13.3 The Licensee must pay an amount payable under this clause directly to the body making the charge unless the Commissioner requires payment to itself.
- 13.4 If the Licensee fails to pay outstanding charges as and when those charges fall due then the Commissioner may pay any of the outstanding amounts which have not been paid by the Licensee when due. Any such sum or sums paid by the Commissioner may be recovered from the Licensee under law.
14. **GST**
- 14.1 The parties agree that the Licence Fee and any other amounts payable under this Head Agreement or the Licence Agreement are exclusive of GST.
- 14.2 If any supply under the Licence Agreement by the Commissioner is a taxable supply, then the Commissioner will supply to the Licensee a tax invoice in respect of that supply.
15. **CONTAMINATION AND ENVIRONMENTAL ISSUES**
- 15.1 The Licensee must:
- 15.1.1 not allow nor bring any substance or compound nor do anything that may in any way cause or contribute to any pollution or Contamination or Environmental Harm to the Site and/or the Land without the prior written consent of Commissioner (which may be given or withheld by the Commissioner at its absolute discretion);
- 15.1.2 immediately notify the Commissioner 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 pollution or Contamination or Environmental Harm to the Site and/or the Land;
- 15.1.3 on receiving a written direction from the Commissioner that lists its reasons or reasonable opinion, the Licensee must cease any activity on the Site and/or the Land that may tend to cause or is causing or has caused any pollution or Contamination or Environmental Harm; and
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- 15.1.4 if required by the Commissioner in writing, at the Licensee's expense remove from the Site any and all substances and compounds which were allowed or bought onto the Site by the Licensee which are causing exacerbating or contributing to any pollution or Contamination or Environmental Harm to the Site and/or the Land and restore the Site and/or the Land to the condition it was in on the date on which the Licensee commenced occupation of the Site.
- 15.2 The Licensee acknowledges that the Commissioner makes no representation or warranty about the state, condition or suitability of the Site and/or the Land including whether there may be any Existing Contamination. In the event there is Existing Contamination, the Licensee must not do anything that adds to or exacerbates the Existing Contamination and, if required by the Commissioner in writing, the Licensee must cease such activity that has added or exacerbated the Existing Contamination.
- 15.3 The terms used in this clause have the following meanings:
- 15.3.1 **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;
- 15.3.2 **Existing Contamination** means the Contamination, if any, that is existing on the Site as at the commencement of the Licence Agreement or such earlier occupation and use of the Site by the Licensee; and
- 15.3.3 **Site Contamination** has the same meaning as in 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 **Contamination** has a corresponding meaning.
16. **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
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the extent of the Licensee's control over the same free passage is provided over, across and along such areas at all times, unless otherwise approved in writing by the Commissioner.

17. SPECIAL CONDITIONS

- 17.1 The Licensee acknowledges and agrees that the special conditions set out in the Licence Agreement Memorandum apply to the Licence Agreement and the Licensee must comply with these special conditions.
- 17.2 In the case of any inconsistency between the special conditions set out in the Licence Agreement Memorandum and these terms, the special conditions will prevail to the extent of such inconsistency.

18. PERMITTED USE

- 18.1 The Licensee must only use or permit the Site to be used for the Permitted Use unless the Licensee obtains the prior written consent of the Commissioner to use the Site for any other purpose.
- 18.2 The Licensee must at its expense obtain and maintain all necessary approvals and consents required for use of the Site by the Licensee.
- 18.3 Notwithstanding any other provisions of the Licence Agreement, the Commissioner may restrict the use of the Site where such use will in the Commissioner's opinion cause damage to the Site or will prejudice, cause nuisance to or obstruct other users of the Land.
- 18.4 The Licensee must not use the Site as business premises:
- 18.4.1 at which goods are sold to the public by retail; or
- 18.4.2 at which services are provided to the public or to which the public is invited to negotiate for the supply of services.

19. MAINTENANCE

- 19.1 The Licensee must at its expense maintain, repair and keep the Site and any fixtures, fittings or other property in good and substantial repair and condition.
- 19.2 The Licensee must at its expense repair, renew, replace, maintain and keep:
- 19.2.1 the Pathway;
- 19.2.2 the lighting on the Site;
- 19.2.3 the signage on the Site; and
- 19.2.4 the landscaping and any improvements on the Site,
- in good and reasonable repair and condition that is fit for the Permitted Use.
- 19.3 The Licensee must at its expense promptly make good any damage caused to the Site (except any damage caused by the Commissioner or Commissioner's agents or contractors).
- 19.4 The Licensee must at its expense maintain and prune landscaping on the Site so as to ensure safe use of the Pathway by members of the public.
- 19.5 The parties acknowledge and agree that ownership of the Pathway, landscaping, lighting and signage on the Site (including any improvements,

erections and fixtures thereto constructed by or for the Licensee) will remain vested in the Licensee during the Licence Agreement Term.

20. **LITTER**

20.1 The Licensee must take reasonable steps to ensure that:

20.1.1 litter and hard waste does not accumulate on the Site; and

20.1.2 the Licensee removes at its cost litter and hard waste dumped on the Site.

21. **CONTROL OF ANIMAL AND PLANT PESTS**

The Licensee must, 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 *Natural Resources Management Act 2004* (SA).

22. **NOTICE OF HAZARDS**

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

23. **STATUTORY COMPLIANCE**

The Licensee must at all times during the Licence Agreement 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 applicable to any Licence Agreement, to the Licensee's activities on the Site or to the use of the Site by the Licensee.

24. **ALTERATIONS OR ADDITIONS**

24.1 The Licensee must not erect, make or effect any alteration or addition in or to the Site or any part of it without the prior written consent of the Commissioner (which consent may be given or withheld in the Commissioner's absolute discretion) and, if consent is given, may be subject to such conditions as may be required by the Commissioner.

24.2 Any alteration, addition or installation made by the Licensee will remain the property of the Licensee who is responsible at its cost for the:

24.2.1 maintenance and repair and, in the case of any plant or equipment, for the repair and running costs; and

24.2.2 removal of the alteration, addition or installation at the expiration or earlier termination of the Licence Agreement.

24.3 The Licensee must carry out additions:

24.3.1 in a proper and workmanlike manner;

24.3.2 using materials of an appropriate standard;

24.3.3 in accordance with any direction given by the Commissioner.

24.4 The Licensee must take all necessary steps to ensure that the construction of any new additions shall be undertaken in such manner so as to not unreasonably interfere with any of the Commissioner's assets on the Site.

25. **NO ASSIGNMENT**

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

26. **TERMINATION OF LICENCE AGREEMENT**

Termination by the Commissioner

26.1 The Commissioner may terminate a Licence Agreement by notice in writing served on the Licensee if:

26.1.1 the Licensee commits a material breach of the Licence Agreement and has not rectified such breach within twenty one (21) days (or such longer period as is reasonable having regard to the nature of the breach) of the Commissioner giving notice in writing to the Licensee requiring the rectification of such breach; or

26.1.2 the Licensee commits or permits during a calendar year three (3) or more breaches of an obligation imposed on the Licensee for which the Commissioner has previously given notice of such breaches in writing during the calendar year, even if the previous breaches by the Licensee have been rectified; or

26.1.3 the Licensee is declared a "defaulting council" pursuant to the *Local Government Act 1999* and any of the events specified in section 9(b), (d), (f), (g), (i) or (j) of the *Local Government Act 1999* occur in respect of the Licensee.

26.2 If the Commissioner determines in his absolute discretion that a Site or any portion of a Site is required by the Commissioner for road purposes (or any other statutory function) under the *Highways Act 1926 (SA)*, the Commissioner may terminate the Licence Agreement at any time by giving at least three (3) months written notice to the Licensee.

Termination by the Licensee

26.3 The Licensee may terminate the Licence Agreement at any time by giving at least three (3) months written notice to the Commissioner if the Licensee determines (in its absolute discretion) that it no longer wishes to use or make available the Site as a Pathway.

26.4 If the Licence Agreement is terminated pursuant to clause 26.3, unless otherwise agreed by the Commissioner, the Licensee must forthwith remove at its cost and expense in all things the Pathway, landscaping, lighting, signage as well as all of the improvements on all Sites constructed or installed by or for the Licensee and upon such removal do no damage to any Site or any Land.

27. EFFECT OF TERMINATION OF LICENCE AGREEMENT

- 27.1 The Licensee acknowledges and agrees as follows:
- 27.1.1 if the Head Agreement is terminated, the Licence Agreement will automatically terminate; and
 - 27.1.2 unless the Commissioner expressly terminates this Head Agreement, the termination of a Licence Agreement does not affect the continuation of this Head Agreement or any other Licence Agreement.
- 27.2 Termination of the Licence Agreement by the Commissioner is without prejudice to any rights, remedies or actions that the Commissioner may have or has against the Licensee which have arisen prior to the date of termination.

28. OBLIGATIONS AT THE END OF THE TERM

- 28.1 On the earlier termination of the Licence Agreement by the Commissioner, or where consent is not granted by the Commissioner pursuant to clause 10.2, the Licensee must at its expense vacate the Site within the timeframe specified by the Commissioner acting reasonably and deliver up possession of the Land consistent with the Licensee's obligations contained in the Licence Agreement.
- 28.2 If the Licensee does not continue to use the Site after the Expiry Date or if the Licensee terminates the Licence Agreement early pursuant to clauses 10.2.2 or 26.3, the Licensee must at its expense vacate the Site within the timeframe specified by the Commissioner acting reasonably and deliver up possession of the Land consistent with the Licensee's obligations pursuant to clauses 10.3 and 26.4 in the Licence Agreement.
- 28.3 If the Licensee fails to comply with its obligations under this clause 28, the Commissioner may carry out such repairs or undertake other obligations of the Licensee at the Licensee's expense and the Commissioner may recover all reasonable expenses incurred from the Licensee as a debt due.

29. COMMISSIONER'S INSPECTION

- 29.1 The Licensee acknowledges that the Commissioner and any officer, employee agent or contractor of the Commissioner may enter on the Land at all reasonable times to examine the condition of the Site.
- 29.2 The Commissioner may require the Licensee by notice in writing to undertake repairs to the Site or such other actions to ensure compliance with the obligations on the Licensee contained in the Licence Agreement and the Licensee must comply with such notice issued pursuant to this clause 29 within the time specified in the notice (which period of time must be reasonable having regard to the nature of the actions required).
- 29.3 If the Licensee fails to comply with its obligations under this clause 29, the Commissioner may carry out such repairs or undertake other obligations of the Licensee and the Commissioner may recover all reasonable costs and expenses incurred from the Licensee as a debt due.

30. NO WARRANTY

The Licensee acknowledges that the Commissioner does not expressly or impliedly provide any warranty:

- 30.1 the Site is now or will remain suitable or adequate for all or any of the purposes of the Licensee; or
- 30.2 in relation to any past use of the Site or the presence or otherwise of any contaminants or pollutants, toxic, noxious or dangerous substance in, on or under the Site.

31. **RELEASE**

The Licensee will occupy and use the Site at its own risk and the Licensee releases to the full extent permitted by law the Commissioner, its officers, employees, agents and contractors, in the absence of any default, neglect or omission on their part, from all claims resulting from:

- 31.1 any accident, injury to persons or loss or damage to property occurring in, on or in the vicinity of the Site (including any loss or damage to any personal property of the Licensee, its workers, contractors, agents or invitees); or
- 31.2 any defect, contamination or pollution in or on the Site.

32. **INDEMNITY**

The Licensee must indemnify and keep indemnified the Commissioner, its officers, employees, agents and contractors against all claims which the Commissioner incurs in connection with any loss of life, personal injury, loss or damage to property or any other loss whatsoever arising out of:

- 32.1 any occurrence in, on or about the Site or the use or occupation of the Site by the Licensee, its agents, employees, contractors or invitees;
- 32.2 the exercise of the rights or obligations of the Licensee, its agents, employees, contractors or invitees; or
- 32.3 any breach of a Licensee obligation under the Licence Agreement,

except the indemnity by the Licensee will be reduced in proportion to the extent such loss of life, personal injury or loss or damage to property is contributed to by any negligent act default or omission of the Commissioner or its officers, employees, agents or contractors.

33. **INSURANCE**

- 33.1 The Commissioner warrants that the Commissioner is entitled to the benefits of the South Australian Government Insurance and Risk Management arrangements administered by the South Australian Government Captive Insurance Corporation in respect of the operations under the Licence Agreement.
- 33.2 The Licensee warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to provisions in the *Local Government Act 1999* and in the event that the Licensee ceases to be a member of the Scheme it will immediately take out and maintain insurance to cover its civil liabilities at a minimum level of cover of THREE HUNDRED MILLION DOLLARS (\$300,000,000).

34. DAMAGE OR DESTRUCTION

- 34.1 The Commissioner has no obligation to:
- 34.1.1 reinstate or restore the Site (including landscaping, lighting, signage and any improvements on the Site) if the Site is damaged or destroyed or otherwise rendered unfit for occupation or use by the Licensee; or
 - 34.1.2 reinstate or restore any part of the Land if access to the Site is compromised by damage to or destruction of any part of the Land.
- 34.2 If the Site or any part of the Land is damaged or destroyed, the Commissioner may determine acting reasonably whether the Site has been rendered unfit for occupation or use by the Licensee.
- 34.3 If the Commissioner determines that the Site is unfit for occupation or use by the Licensee, the Commissioner may give notice to the Licensee of its intention to terminate this Licence Agreement (**Notice of Intention**).
- 34.4 On receipt of a Notice of Intention, the Licensee may give the Commissioner a written notice:
- 34.4.1 that it intends to repair at its expense in all things the Site to make the site suitable for the Permitted Use; or
 - 34.4.2 that it terminates the Licence Agreement with immediate effect.
- 34.5 If the Licensee:
- 34.5.1 does not give the Commissioner a notice pursuant to clause 34.4; or
 - 34.5.2 gives a notice pursuant to clause 34.4.1 but does not make the Site suitable for the Permitted Use within six (6) months of the date of that notice,
- then the Commissioner may terminate the Licence Agreement with immediate effect by written notice to the Licensee.
- 34.6 Any termination of the Licence Agreement pursuant to this clause 34 is without prejudice to any rights, remedies or actions that have arisen prior to the date of termination.

35. QUIET ENJOYMENT

- 35.1 Subject to the terms of the Licence Agreement, the Licensee may use the Site for the Permitted Use without interference by the Commissioner.
- 35.2 The Commissioner must not make any alternations or additions to the Site or the Land that would materially interfere with the Permitted Use without first consulting with the Licensee.

PART 5 - GENERAL**36. GENERAL****36.1 Relationship**

The relationship between the parties is only that of independent contractors with the rights, liabilities, duties and obligations set out in the Head Agreement or the Licence Agreement and the parties acknowledge and agree nothing in the Head Agreement or Licence Agreement will be deemed or construed to constitute any

party as a partner, joint venturer, employer, employee, principal, agent, trustee (whether express or constructive), beneficiary, fiduciary or representative of the other party.

36.2 Severance

If any term or condition of this Head Agreement or the Licence Agreement is for any reason unlawful, void, invalid or unenforceable then the offending term or condition will be severed without affecting the validity or enforceability of the remainder of this Head Agreement or the Licence Agreement (as the case may be).

36.3 Entire Agreement

This Head Agreement (including any Licence Agreements formed under it) 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.

36.4 Modification

Any modification of this Head Agreement or Licence Agreement must be in writing and signed by each party.

36.5 Waiver

36.5.1 A waiver of any provision of this Head Agreement or Licence Agreement must be in writing and signed by the party or by persons duly authorised to execute such a document on a party's behalf.

36.5.2 No waiver by a party of a breach of a term or condition contained in this Head Agreement or the Licence Agreement will operate as a waiver of another breach of the same or of any other term or condition contained in this Head Agreement or the Licence Agreement.

36.5.3 No forbearance, delay or indulgence by a party in enforcing the provisions of this Head Agreement or the Licence Agreement will prejudice or restrict the rights of that party.

36.6 Joint and Several

Where two or more persons comprise the Licensee, this Head Agreement and the Licence Agreement binds them jointly and severally.

36.7 Governing Law

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

36.8 Auditor General

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

36.9 Disclosure of Agreement

36.9.1 The Commissioner may disclose this Head Agreement and the Licence Agreement and/or information in relation to those agreements in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

36.9.2 Nothing in this clause derogates from the parties obligations under any provisions of this Head Agreement or the Licence Agreement or the provisions of the *Freedom of Information Act 1991* (SA).

37. NOTICES

37.1 A “notice” means:

37.1.1 a notice; or

37.1.2 a consent, approval or other communication required to be in writing under this Head Agreement or the Licence Agreement.

37.2 A notice or other communication is properly given or served if the Party delivers it by hand, posts it or transmits it by electronic mail to the other Party to the address specified in Schedule 1 of this Head Agreement.

37.3 A notice or other communication is taken to be received if:

37.3.1 delivered by hand before 5.00 pm on a Business Day, on the day of delivery, otherwise on the next Business Day;

37.3.2 sent by pre-paid mail, on the third Business Day after posting;

37.3.3 transmitted by electronic mail:

(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.

37.4 If the result under clause 37.3 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.

37.5 A Party may from time to time notify of a change to its contact details by written notice to the other Party.

37.6 For the purposes of this clause 37, “Business Day” means Monday to Friday (excluding public holidays under the *Holidays Act 1910* (SA)).

38. COSTS

Each party will bear its own costs incurred in respect of the preparation, negotiation and execution of this Head Agreement and any Licence Agreement and the Licensee must pay the stamp duty (if any) in respect of this Head Agreement or any Licence Agreement.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
was hereto affixed by the authority)
of the Commissioner:)

.....
Signature of Authorised Officer (above)

.....
Name (above)

.....
Position/Title (above)
Department for Infrastructure and Transport

The **COMMON SEAL** of)
CITY OF WEST TORRENS)
was affixed in the presence of:)

.....
Mayor (sign above)

.....
Chief Executive Officer (sign above)

.....
Print Name (above)

.....
Print Name (above)

SCHEDULE 1

HEAD AGREEMENT DETAILS

ITEM 1 START DATE

The date of execution of this Head Agreement by the last of the parties.

ITEM 2 NOTICES

Commissioner

Director, Property, Across Government Services
Department for Infrastructure and Transport
PO Box 1533
Adelaide SA 5001

Licensee

City of West Torrens
165 Sir Donald Bradman Drive, Hilton SA 5033
E: csu@wtcc.sa.gov.au
P: (08) 8416 6333

ITEM 3 REPRESENTATIVES

Commissioner's Representative

Director, Property, Across Government Services
Department for Infrastructure and Transport

Licensee's Representative

Dean Ottanelli
Manager City Property
City of West Torrens

SCHEDULE 2**FORM OF LICENCE AGREEMENT MEMORANDUM****BETWEEN:**

COMMISSIONER OF HIGHWAYS a body corporate pursuant to the *Highways Act 1926* (SA) of 50 Flinders Street, Adelaide SA 5000 (**Commissioner**)

AND

CITY OF WEST TORRENS of 165 Sir Donald Bradman Drive, Hilton SA 5033 (**Licensee**)

THE PARTIES AGREE AS FOLLOWS:

This is a Licence Agreement between the Commissioner and the Licensee under the terms of the Head Agreement between the Commissioner and the Licensee dated [**insert date of Head Agreement**].

In consideration of the Licence Fee, the Commissioner grants to the Licensee and the Licensee accepts a non-exclusive licence to use the Site for the Permitted Use for the duration of the term of the Licence Agreement on the terms and conditions of this Licence Agreement.

The terms of this Licence Agreement are as described in clause 8 of the Head Agreement, which incorporates terms and conditions of the Head Agreement.

SCHEDULE OF PARTICULARS**ITEM 1 LAND**

The whole of the land comprised and described in Certificate of Title Volume [**insert**] Folio [**insert**].

ITEM 2 SITE

That portion of the Land being [**insert**] and more particularly [**insert**] on the plan attached to this Licence Agreement Memorandum.

ITEM 3 PERMITTED USE

- Pathway to be used by members of the public for pedestrian and bicycle traffic;
- Landscaping; and
- Public Amenity.

ITEM 4 TERM

Commencement Date: [**insert**]

Expiry Date: [**insert**]

ITEM 5 LICENCE FEE

Amount: \$1.00 (exclusive of GST) per annum

Payable: within thirty (30) days if demanded by the Commissioner

ITEM 6 SPECIAL CONDITIONS

As specified (if any) in Annexure A annexed hereto.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of the)
COMMISSIONER OF HIGHWAYS)
was hereto affixed by the authority)
of the Commissioner:)

.....
Signature of Authorised Officer (above)

.....
Name (above)

.....
Position/Title (above)
Department for Infrastructure and Transport

The **COMMON SEAL** of)
CITY OF WEST TORRENS)
was affixed in the presence of:)

.....
Mayor (sign above)

.....
Chief Executive Officer (sign above)

.....
Print Name (above)

.....
Print Name (above)

PLAN

[insert plan clearly depicting the Site (which specifically includes the Pathway)]



ANNEXURE A
SPECIAL CONDITIONS

[insert, if any]



8.5 New Shed - Golflands Reserve - West Torrens Birkalla Soccer Club

Brief

This report advises the Committee that the WTB (West Torrens Birkalla) Soccer Club (Birkalla) has confirmed its desire to erect a shed on the northern side of Golflands Reserve at Glenelg North.

RECOMMENDATION

The Committee recommends to Council in its capacity as landlord, consent be granted for the West Torrens Birkalla Soccer Club to erect a shed on the northern boundary of Golflands Reserve, in accordance with the information provided within this report, and subject to any necessary development consents being sought and obtained.

Introduction

The WTB Soccer Club has held a licence over portion of Golflands Reserve since 1 July 2013. The current licence term (of 5 years) expires on 31 January 2026.

Long serving Members may recall that the WTB Soccer Club (Birkalla) indicated that it desired to undertake/erect a number of improvements on Golflands Reserve during negotiations to provide a licence for its use of portion of the Reserve approximately 8 years ago.

For those Members who were not serving on Council at the time, and to refresh the memories of those that were, a copy of the Council report and associated minutes of Council's meeting of 19 March 2013 are attached (**Attachment 1**).

Members will note that one of those items mentioned within the report (and broadly acknowledged within the minutes) is a shed to house Club equipment.

Discussion

Whilst this matter has sat in abeyance for some considerable time, the Club has recently confirmed its desire to purchase and erect a shed at the northern end of Golflands Reserve to store goals and equipment.

The Club has confirmed that the dimensions of the proposed shed are 6.21m (length), 3.16m (width) and 2.4m (height), the desired location for the shed (**Attachment 2**) and that the shed can be colour matched to the shed recently erected by/for the SA Dog Agility Club (which is positioned near the north-eastern corner of tennis/netball courts).

As indicated above, the predecessor of this Committee and the Council; has previously provided its consent for the club to erect a shed. However, given the delay since the original landlord consent, the Administration wishes to revisit the matter and seek the Committee's (and Council's) updated comments in regard to the request. In seeking these comments it is noted that:

- The proposed location will have little/no impact on use of the Reserve (as it will be located off of the recreational/irrigated turf surface of the Reserve);
- The proposed location will have little/no impact on any views to the Reserve from the immediately adjacent (rear) residential property (as there is a large - block - shed located on the boundary at the rear of that property); and
- Council's internal arboriculture staff have advised that there will be no significant impacts to any adjacent/nearby trees.

Should the Committee and Council provide its consent in its capacity as landowner (noting that such consent would also be subject to the Club seeking and obtaining any necessary planning and building consents), the cost of the shed will be funded by the Club.

If/once erected, the shed will be included within the licence area for the WTB Soccer Club. Additionally, the Club will be responsible for:

- Insuring and maintaining the shed; and
- Removal of the shed and make good on the expiry or sooner determination of the licence agreement.

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

There are no climate change impacts anticipated as a result of consideration or implementation of this matter.

Conclusion

The WTB Soccer Club has re-confirmed its desire to erect shed (for storage of soccer equipment) on the northern boundary of Golflands Reserve. Whilst Council has previously provided its consent, in its capacity of landlord, for this to occur the matter has been brought to the Committee given the length of time since the previous approval.

Attachments

1. **Council Report and Minutes - Minutes 19 Mar 2013 (WTB Soccer Club)**
2. **WTB Soccer Club - Aerial Map - Proposed Shed Location**

17. REPORTS OF THE CHIEF EXECUTIVE OFFICER

17.1 Update - West Torrens Birkalla Soccer Club - Request for Grant of Licence - Golflands Reserve

Brief

This report provides Elected Members with an update following further discussions with West Torrens Birkalla Soccer Club in regard to the possible grant of a licence for the Club's proposed use of portion of Golflands Reserve.

RECOMMENDATION(S)

It is recommended to Council that:

1. Council enter into a licence agreement with West Torrens Birkalla Soccer Club (Birkalla) for use of the identified portions of Golflands Reserve for a term of 5 (five) years at a commencing rental of \$500pa plus GST. Further, the commencing rental be indexed by the Adelaide All Groups CPI or similar on each anniversary of the commencement date.
2. The improvements/infrastructure the Club wishes to erect or install on the Reserve be dealt with as proposed under the terms of the licence agreement and/or development application(s) as appropriate.
3. The Mayor and Chief Executive Officer be authorised to sign and seal any documentation in regard to the proposed grant of licence.

Or

1. Council not enter into a licence agreement with West Torrens Birkalla Soccer Club for use of Golflands Reserve as Council considers, having due regard to all the issues, that the proposed use of the reserve will have a negative impact on surrounding residences.

Introduction

At its meeting of 20 November 2013 Council received a number of deputations from parties declaring an interest (two residents, a solicitor acting on behalf of a property developer, and West Torrens Birkalla Soccer Club (the club) in regard to the proposed grant of a licence to Birkalla for use of portion of Golflands Reserve for junior (small sided) soccer training and matches. At this same meeting Council also considered the results of the survey that had been disseminated to local residents seeking feedback on the proposed use of portion of the Golflands facility and associated grant of licence to Birkalla.

Following receipt of the deputations, and consideration of the matters raised in those deputations and the report, Council resolved as follows:

1. *The Administration be authorised to negotiate suitable lease terms and conditions (in draft) with the West Torrens Birkalla Soccer Club for their use of portion of Golflands Reserve for junior soccer, consistent with Council's Community Land Management Plan for the reserve.*
2. *A further report be presented to Council once negotiations are finalised for Council to consider whether it will provide its consent to the granting of a lease.*

Discussion

Following this resolution the Administration sought a meeting with, and met and received further information from Birkalla in relation to its desired use of portion of the Golflands Reserve for the training of small sided soccer teams on weeknights and playing of matches on Sunday mornings.

The Club's Desires

In regard to the detail of the proposed grant of licence the club has indicated it wishes to implement the following initiatives throughout the licence term (Administration's comments follow each identified initiative in italic font):

Times of Use and Proposed Area of Use

The club wishes to use the facility from 1 February until 30 September each year on Wednesday and Friday nights for training between the hours of 6.30 and 8.30pm and on Sunday mornings for matches between the hours of 9.00am and 1.00pm.

The period of use has been reduced from "essentially all year usage", as notified in the survey document, to the period now notified above. The times of use are essentially in accordance with the times of use specified in the survey material and previously reported to Council. The usage times do not conflict with the use of the Clubrooms and tennis/netball courts by PHOS & Camden Netball Club (which use the facility on Tuesday and Thursday evenings and Saturday afternoons) or Guides SA (which use the facility on Tuesday evenings).

There is no variance to the proposed area to be used for training and the playing of matches i.e. the area is the same as that identified in the survey documents that were issued during the public consultation period.

Infrastructure to be removed from the Reserve

The club has indicated that the concrete cricket pitch will need to be removed as it is located within the confines of one of the proposed small sided soccer pitches. It also confirmed that all costs associated with its removal will be borne by the club.

Subject to the grant of licence, removal of the concrete pitch will need to be coordinated by Council, and undertaken by Council staff and/or suitably qualified contractor(s) engaged by Council, to minimise the likelihood of any damage to irrigation infrastructure or the oval surface. Any costs associated with the removal and reinstatement of the pitch will need to be met by the club. (It is noted that two parties responded to the survey seeking information as to what was likely to become of the cricket pitch if small side soccer was to be played on the Reserve).

Proposed Infrastructure to be erected on the Reserve

The position/location of the infrastructure which the Club proposes or seeks to erect on the Reserve is identified in **Attachment 1**.

It should be noted that the club has indicated that it proposes to meet all costs associated with the supply and installation of the infrastructure. In accordance with Council's standard lease and licence conditions, the Club can also be held responsible for meeting any maintenance costs etc. associated with the provision of the proposed infrastructure.

The Club wishes to erect:

- A single 14m tall light pole with low spill floodlights to minimum safety training requirements (100 Lux). It further proposes to install a single light approximately 8.5 metres above ground level to assist with "general" lighting and to meet child safe requirements after weeknight training sessions have been completed.

Whilst the Club has indicated that the (height of the) surrounding trees will assist with minimising the impact of any light spill resulting from the proposed location of this light pole, it is difficult to provide informed comment upon the proposal until a lighting survey has been undertaken. Nevertheless, it is anticipated that the Moreton Bay Fig tree would be likely to offer substantial shading. It is further anticipated that the placement of the pole in this location - some considerable distance from the properties on the eastern side of the park - coupled with the use of appropriately designed low spill floodlighting would also cause the least amount of disruption to those properties and properties on the southern side of the park (As the lighting would be directed toward the east there is also likely to be minimal or no impact for those properties located west of the Reserve). It is also acknowledged that the proposal to install this lighting will require the lodgement of a development application. Further, whilst it may be argued that a shorter pole could be installed, generally, the shorter the pole, the more likelihood of light spill/dispersion that could occur to nearby residential properties.

- A rotunda similar to the rotunda on the western side of the tennis courts, and three park benches on the southern side of the proposed playing pitches.

Whilst the rotunda and park benches would be available for the use of parents and spectators during soccer matches and training sessions, they would also be available for general public use at times other than these. In relation to the rotunda it would be preferable for Council to purchase and seek reimbursement of this from the Club.

- Low tubular "pool style" safety perimeter fencing on the southern and western sides of the park to minimise the likelihood of balls entering resident's front yards and to prevent participating children from inadvertently running on to the adjacent roadways.

The placement of this fencing should enhance safety of the players during training and matches and minimise the chance of soccer balls entering adjacent residents' properties or dispersing on adjoining roadways. It will also serve to increase the safety of other children using the reserve at times when the reserve is not being used by the club. As the playing area on the reserve will not be totally enclosed, the question of any exclusivity of use does not arise.

- A small garden shed or similar either close by the eastern side of the tennis/netball courts, or alternatively adjacent or proximate to the Clubhouse building.

*Whilst the shed could be accommodated on the existing concrete pad on the eastern side of the clubroom building (and in this location would be likely to have minimal visual impact), the presence of the mural/community art on the building's eastern wall may preclude this choice of location. The alternate site nominated by the Club is adjacent the eastern side of the tennis courts. It is envisaged that the area of the shed would be approximately 18 m² (approximately 6m * 3m) and its construction would be of colorbond or similar proprietary material (i.e. the shed would not be a permanent structure). Council may nominate the colour of this shed to minimise visual impact (The shed footprint will also need to be included within the licence agreement as part of the licence area).*

The final placement of the abovementioned proposed infrastructure will need to be determined so as to not impair, damage or interfere with any sub-surface and existing or proposed irrigation infrastructure etc and will also need to take account of any operational requirements of Council (e.g. lawn mowing and reserve maintenance requirements).

- The Club has indicated that it wishes to have shared use of the toilet facilities in the Golflands Clubroom building.

The toilet facilities in the Golflands Clubroom building can be separately accessed via a door at the rear of the premises. The internal configuration of the clubroom building allows access to the toilet facilities without access to the main clubroom area. As previously noted, the times of use that have been requested by Birkalla do not clash with the usage times of other licensed users of the clubhouse building.

The Club has also indicated that it uses inflatable goals, therefore permanent goals will not need to be erected on the Reserve.

Overall, the infrastructure that the Club wishes to install/erect is considered to be of low impact. Further, as previously indicated there are likely to be benefits extended to the general public following installation/erection of a rotunda type structure, additional park benches and perimeter fencing. Whilst the shed will subsume a small amount of "green space" it is not a permanent structure.

Club's Desires v Public Comments/Concerns

As the CLMP for Golflands Reserve indicates that:

- *"Whilst we [Council] want our sportsgrounds and recreational areas to be accessible and well used,,,,we also need to ensure thatwe manage their impact on surrounding residences"*

It is appropriate that the Club's desires, outlined above, (and the consideration of the grant of licence) are considered in the context of the information that was forthcoming, and the issues that were identified, as part of the public consultation (survey) process.

The following concerns expressed by residents/respondents in their survey responses (in underlined text) in regard to the proposed use of the Reserve by Birkalla, and associated comments/responses by Administration (in italics) are provided in an attempt to:

- reconcile the identified issues raised by the public with the Club's desires; and/or
- identify the manner in which any apparent conflict or issue may be managed.

The Reserve is not a sports field and/or is for the use of the general public only

The relevant Community Land Management Plan indicates that the reserve may be used for sporting clubs and authorises the grant of leases or licences to them for the purposes of playing organised sport.

The Club has existing underutilised facilities, alternate facilities should be considered or used or the Club should relocate

The Club has indicated that their existing facility is at capacity. It is acknowledged that the Club also hires additional sites, which is supportive of the previous contention. Further, information provided by the CEO of Football Federation of SA at a recent seminar indicated that small sided soccer has experienced a significant increase in the number of teams nominated in recent seasons - the corresponding increase in demand for facilities has resulted in a shortage of available venues.

The grant of a lease or licence will significantly restrict or impair the availability of the Reserve for the use of nearby residents and the public

The proposed licence does not confer any exclusive use of (portion of) the reserve to the Club at times other than when it is authorised to use the area identified within the proposed licence agreement and other than that portion which will be occupied by the proposed garden shed.

The proposed times of use i.e. Wednesday and Friday evenings and Sunday mornings (extending into the early afternoon) do not appear to significantly restrict the opportunities for use of it by local residents. It is also noted that, when the Reserve is proposed to be used by Birkalla, those portions of the Reserve that will not be licensed for use by Birkalla, will be available for the use of local residents (i.e. as previously advised, the other licensees - netball and Guides - do not use the Reserve at these times). It is noted that the soccer activities will be restricted to the area east of the clubhouse building and tennis courts. These structures, coupled with the large Moreton Bay Fig tree, effectively serve to create a "separation or barrier" between the eastern section of the Reserve and the portion of the Reserve on the western side of the Clubroom building. Whilst this discrete western area is comparatively small relative to the total area of the Reserve, it provides infrastructure (rotunda/shelter and BBQ), is approximately 1,500m² in area and will continue to provide recreational opportunities for local residents during Birkalla's proposed licence times.

It should also be noted that whilst the Club has indicated that it is seeking to erect low fencing to the southern and western sides of the Reserve to address safety concerns etc, there will be no totally enclosed (exclusive) area.

The erection/installation and presence of infrastructure on the Reserve will detract from the open character of the Reserve

The club has indicated that it wishes (at its cost) to install park benches, a rotunda style shelter, safety fencing, a small storage shed (approximately 18m²) and floodlighting on the Reserve. It is noted that some of this infrastructure (e.g. benches, shelters, fencing) would be likely to be found on many Reserves. It is further noted that the storage shed is not a permanent structure and colour and location can be specified by Council to minimise visual impact. The installation of floodlighting is acknowledged to be most problematic. However, it is believed that the limited hours of use, use of low intensity/low spill lighting head(s) and suggested positioning close to and, at about the same height of, the existing trees will mitigate/address many of the concerns expressed through the survey process.

There will be increased traffic and congestion on local roads, resulting from the grant of licence and lack of off-street parking at the Reserve. Further, the additional traffic and congestion will negatively impact on safety for local residents and, more particularly, their children

Given the numbers of children proposed to attend each training session and the proposed number of children participating on Sunday match days it is not anticipated that there will be any significant volume of traffic associated with Birkalla's use of the Reserve. Nevertheless, it is accepted that there will be an increase in traffic and vehicles parking in the vicinity of the Reserve. It is further acknowledged that there is no off-street carparking available at/on Golflands Reserve. It is also likely that the safety concerns that have been raised by residents would be shared by the parents of children participating in soccer activities. It is noted that the length of the roadway adjacent to the Reserve is approximately 355 metres - this length of roadway will provide on-street parking for up to 55 vehicles.

It is also proposed that a traffic count be undertaken prior to (to determine a benchmark level) and following the proposed grant of licence to determine the impact occasioned by Birkalla's use of the Reserve. Further action may need to be considered depending on the findings of these counts.

There will be increased noise resulting from the grant of licence

There is no doubt that there is likely to be increased noise resulting from Birkalla's proposed use of the Reserve. However, there will be limited use of the Reserve by the Club during the week and limited numbers of participants engaged in training and match activities. Further, and as previously indicated, the grant of licence and use of the Reserve for organised sport is envisaged and provided for within the relevant Community Land Management Plan.

There will be an (negative) impact on property values

Given the proposed restricted use of the Reserve for small sided soccer and limited infrastructure proposed to be erected it is difficult to quantify or determine the effect the activity may have on property values. Nevertheless, and as previously indicated, such proposed use of the Reserve is envisaged with the relevant CLMP.

It is also noted that the deputations received on the night of the meeting raised some additional concerns, primarily in relation to Council's capacity to deal with the land based on the existing Community Land Management Plan (CLMP) and also in regard to whether the requirements of Council's Public Consultation Policy had been adequately or sufficiently addressed in regard to the proposed grant of licence.

Legal advice in relation to this argument was sought from Council's solicitors which confirmed that, providing the proposed term is for 5 years or less, the existing CLMP does authorise the grant of a lease or licence to clubs for organised sport without the need for any community consultation.

The Community Land Management Plan (CLMP) for Golflands Reserve

The Community Land Management Plan (CLMP) for Golflands Reserve is a component of, and included within, the Recreation/Sports Grounds CLMP.

The Recreation/Sports Grounds CLMP indicates that:

- *Council recreation and sports grounds are held for the use and enjoyment of residents and ratepayers, sporting clubs and visitors*
- *Some are occupied by private organisations while others are for the benefit of the community.*
- *Many are used as venues for organised sports by clubs and organisations under lease or licence.*
- *Whilst we want our sportsgrounds and recreational areas to be accessible and well used,,,we also need to ensure thatwe manage their impact on surrounding residences.*

Essential Elements of the Proposed Licence Agreement

In accordance with the relevant CLMP, and subsequent confirmatory legal advice received, the proposed term of the Licence Agreement is 5 years. The proposed date of commencement of the licence is 1 April 2013 (on the proviso that the concrete cricket pitch has been removed and the pitch area reinstated by this date) and the date of expiry is 31 March 2018. Should the pitch not be removed by this date, the date of commencement will be varied to the date that the pitch is removed and the pitch area reinstated - the licence term will remain as 5 years.

The Licensee (Birkalla) will have rights to use the identified portion of the reserve and access to the toilet facilities within the clubroom building for training and matches from 1 February until 30 September each year during the licence term at the following times only:

- Wednesday and Friday nights between the hours of 6.30pm and 8.30pm.
- Sundays between the hours of 9.00am and 1.00pm.

At other times the grassed portion of the reserve will be available for use by the public. In addition the licensee will be permitted to erect a small colorbond garden shed of a colour nominated by Council, having an area no greater than 18 m², either adjacent to or in the vicinity of, and on the eastern side of, the existing clubroom building, or alternatively, adjacent to the eastern side of the tennis courts.

The Licensee will be permitted to erect a pole and install floodlights on that pole, subject to it meeting the following criteria:

- The Licensee seeking and receiving appropriate development approval if required.
- The Licensee meeting all costs associated with the supply and installation of the floodlighting infrastructure.
- Prior to any works occurring the Licensee providing plan(s) to Council indicating where any underground infrastructure is proposed to be located and, following the completion of any works, final plans indicating where any underground infrastructure has been laid, and copies of any Certificate(s) of Compliance.
- The Licensee being responsible for rectifying any defects or issues that arise as a result of the installation or existence of the floodlighting infrastructure.
- The Licensee providing and maintaining a secure cabinet (or similar) which restricts access to, and allows operation of the floodlighting controls by, approved club personnel only.
- The Licensee being responsible for meeting all operational and maintenance costs associated with the use of the floodlighting infrastructure.
- The floodlighting being operated, and extinguished by no later than 9.00pm, and the safety light (approximately 8.5 m above ground level) being extinguished by no later than 9.15pm on training (i.e. Wednesday and Friday) nights only.
- The Licensee being required to insure, or alternatively reimburse the cost of any premium of insurance paid by Council in relation to, the lighting infrastructure.
- Should the Council require, the Licensee being required to remove the lightpole and associated infrastructure and reinstate the land to Council's satisfaction upon expiry or sooner determination of the licence agreement.

The proposed commencing licence fee is \$500 pa plus GST (This figure is commensurate with PHOS Netball and Guides SA use of the facility). The licence fee is to be reviewed by the Adelaide All Groups CPI (or similar) on each anniversary of the commencing date. The licensee would also be responsible for meeting any applicable outgoings and cleanup of the Reserve after its use.

Conclusion

West Torrens Birkalla Soccer Club has sought Council's approval to use Golflands Reserve for small sided soccer training from 1 February until 30 September each year (on Wednesday and Friday nights) and matches on Sundays (from 9:00 am until 1:00pm). Following a public consultation process, receipt of deputations from interested parties and subsequent negotiations with the Club, Council is now in a position to consider whether it will provide its consent to the granting of a licence as per the recommendation or not grant a licence if the impact on surrounding residences is considered to great.

ATTACHMENT 1



17. REPORTS OF THE CHIEF EXECUTIVE OFFICER**17.1 Update - West Torrens Birkalla Soccer Club - Request for Grant of Licence - Golflands Reserve**

This report provided Elected Members with an update following further discussions with West Torrens Birkalla Soccer Club in regard to the possible grant of a licence for the Club's proposed use of portion of Golflands Reserve.

RECOMMENDATION(S)

It is recommended to Council that:

1. Council enter into a licence agreement with West Torrens Birkalla Soccer Club (Birkalla) for use of the identified portions of Golflands Reserve for a term of 5 (five) years at a commencing rental of \$500pa plus GST. Further, the commencing rental be indexed by the Adelaide All Groups CPI or similar on each anniversary of the commencement date.
2. The improvements/infrastructure the Club wishes to erect or install on the Reserve be dealt with as proposed under the terms of the licence agreement and/or development application(s) as appropriate.
3. The Mayor and Chief Executive Officer be authorised to sign and seal any documentation in regard to the proposed grant of licence.

Or

1. Council not enter into a licence agreement with West Torrens Birkalla Soccer Club for use of Golflands Reserve as Council considers, having due regard to all the issues, that the proposed use of the reserve will have a negative impact on surrounding residences.

COUNCIL DECISION

MOVED Cr Demetriou SECONDED Cr Sarris that:

1. Council enter into a licence agreement with West Torrens Birkalla Soccer Club (Birkalla) for use of the identified portions of Golflands Reserve for a term of 5 (five) years at a commencing rental of \$500pa plus GST. Further, the commencing rental be indexed by the Adelaide All Groups CPI or similar on each anniversary of the commencement date.
2. The improvements/infrastructure the Club wishes to erect or install on the Reserve be dealt with as proposed under the terms of the licence agreement and/or development application(s) as appropriate.
3. The Mayor and Chief Executive Officer be authorised to sign and seal any documentation in regard to the proposed grant of licence.

AMENDMENT

MOVED Cr Coxon SECONDED Cr C O'Rielley that:

1. The Administration undertake an investigation to determine the proposed on-street parking needs prior to the granting of a lease and that a lease only be entered into once the Administration in consultation with the Ward Councillors are satisfied that the proposed on-street requirements are met.

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19 March 2013

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2. Council enter into a licence agreement with West Torrens Birkalla Soccer Club (Birkalla) for use of the identified portions of Golflands Reserve for a term of 5 (five) years at a commencing rental of \$500pa plus GST. Further, the commencing rental be indexed by the Adelaide All Groups CPI or similar on each anniversary of the commencement date.
3. The improvements/infrastructure the Club wishes to erect or install on the Reserve be dealt with as proposed under the terms of the licence agreement and/or development application(s) as appropriate.
4. The Mayor and Chief Executive Officer be authorised to sign and seal any documentation in regard to the proposed grant of licence.

The Amendment was Put and LOST.

ORIGINAL MOTION

MOVED Cr Demetriou SECONDED Cr Sarris that:

1. Council enter into a licence agreement with West Torrens Birkalla Soccer Club (Birkalla) for use of the identified portions of Golflands Reserve for a term of 5 (five) years at a commencing rental of \$500pa plus GST. Further, the commencing rental be indexed by the Adelaide All Groups CPI or similar on each anniversary of the commencement date.
2. The improvements/infrastructure the Club wishes to erect or install on the Reserve be dealt with as proposed under the terms of the licence agreement and/or development application(s) as appropriate.
3. The Mayor and Chief Executive Officer be authorised to sign and seal any documentation in regard to the proposed grant of licence.

CARRIED

17.2 Anzac Highway and Clifton Street, Camden Park - Safety Concerns

8.31pm Cr Demetriou declared an interest in this item in that he has a family connection to the matter and left the Chamber.

This report provided Elected Members with information on investigating the safety concerns in relation to the site on the corner of ANZAC Highway and Clifton Street, Camden Park.

RECOMMENDATION

It is recommended to Council that the report be received.

COUNCIL DECISION

MOVED Cr McKay SECONDED Cr Mangos that the recommendation be adopted.

AMENDMENT

MOVED Cr Coxon SECONDED Cr C O'Rielly that Council engage an Independent Planner to provide an opinion as to whether the Land is both unsightly and detracts significantly from the amenity of the locality.

8.33pm Cr Coxon left the Chamber.

8.34pm Cr Coxon returned to the Chamber.

The Amendment was Put and **CARRIED** and on becoming the Motion was **CARRIED**.

It should also be noted that the clubroom facility is currently also used by Guides SA at other times. Whilst arrangements between the existing user groups and the West Torrens Birkalla Soccer Club have not been finalised it is envisaged that, should Council consent to the grant of a licence for the Birkalla Soccer Club to use portion of the reserve for junior soccer, the Birkalla Soccer Club will provide a storage facility for its equipment and thus not use the clubrooms for any purpose other than accessing the toilets (provision exists for these to be separately accessed from the rear of the clubhouse building). It is also noted that there will be no overlap with use of the Reserve on Saturdays or Sundays. Further, Birkalla have indicated a preference to use the oval for soccer training on Wednesdays and Friday (i.e. at times other than when the Netball club trains).

The licence agreement allows usage costs for the facility to be apportioned between the users on a proportional usage basis.

Conclusion

The PHOS Camden Netball Club has been a long term user of the clubroom facility and netball courts at Golflands Reserve. Following expiry of the previous annual licence, incorporation of the Club and agreement to the terms and conditions for a new licence, it is now appropriate for Council to consider the grant of a new licence to the Club.



8.6 Mellor Park - Update Report

Brief

This report provides Committee Members with a status update in regard to the upgrade at Mellor Park.

RECOMMENDATION

The Committee recommends to Council that the report be noted.

Introduction

At its meeting of 27 July 2021, the City Facilities and Waste Recovery General Committee received an update report, providing the following information:

- The majority of works at Mellor Park were expected to be completed by August with the remaining components (including the playground, memorial wall, and turf mounding) continuing into early 2022.
- The playspace concept includes a flying fox, giant treehouse tower with rope scramble nets and high tunnel slide, as well as mixed swing bank (toddler, flat and basket swings) and nature trail in the design. Adult gym equipment will also be included.
- The Administration held an initial scoping meeting with representative(s) from the (former) Lockleys branch and State branch of the RSL to guide the development of an appropriate memorial to recognise the presence of, and the service of the RSL and its local veterans.
- The Administration will submit this application for the allocation of Commonwealth Local Roads and Community Infrastructure (Phase 3) funding to use for the refurbishment of the community hall, former Child and Family Health Service building and new Memorial on site. This funding will be available from early 2022.

Discussion

The landscape works at Mellor Park have nearly been completed (**Attachment 1**) and the majority of the site will be opened to the public in early October. Key landscape works included:

- Car parking;
- Public tennis and basketball area;
- Barbecue area with lighting;
- Shelters and park furniture;
- Irrigation, plants and turf installation; and
- New paths including to the former Senior Citizens Community Building.

There has been a delay with the construction of the play space due to the time required to procure and supply the materials and equipment. It is anticipated that the playground works will commence in November 2021 and be completed prior to early December. The designated play space area will remain fenced (northern area of the site) to ensure the safety of park users until works can be completed.

A new bocce court is also being constructed at the northern edge of the site, and will be completed within the coming months.

A draft concept for the Soldiers Memorial, recognising the contribution and service of the (former) Lockleys RSL Sub-branch and local veterans, has been received (**Attachment 2**).

Key features of the concept include:

- Vertical plinths with inscribed memorial details or defence force emblems;
- A central raised platform acting as a display for a piece of historical equipment;
- Use of Gallipoli rosemary
- Flagpoles;
- Seating for reflection;
- Permeable paving.

The concept design will be presented to the State RSL and (former) Lockleys RSL Sub-branch members for discussion and feedback, after which a final design will be confirmed.

It is expected that the on-ground works for this component of the Mellor Park Upgrade will commence in early 2022.

The elements to be upgraded in 2022 at Mellor Park will be the former Senior Citizens community hall and the former Child and Family Health Service building. The upgrades to these buildings will include general refurbishment and modernisation of the facilities, in particular the renewal of internal facilities and the inclusion of an accessible toilet within the Lockleys Community Building; to encourage community use, programs and hire. A kitchenette will also be included within the CAFHS building to allow for hire for birthday parties and other small events/activities.

The other remaining elements for the project will also include the new turf mounding on the reserve, the installation of the movie wall posters ('Mellor Park Nostalgia Walk') and the placement of the red bricks into the car park to indicate the footprint of the former Soldiers Memorial Hall.

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

This project contributes to the climate change resilience of the local area.

Conclusion

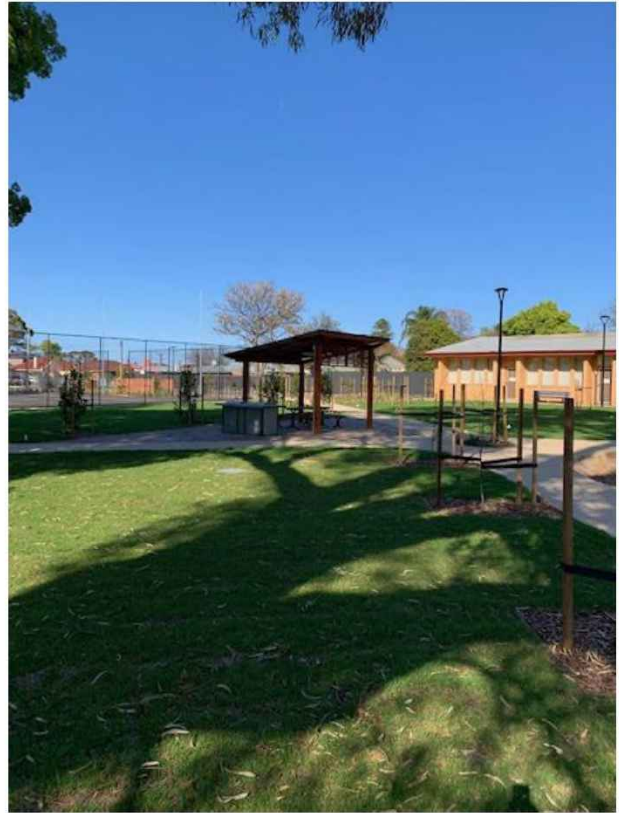
Landscape works have nearly been completed at Mellor Park and the majority of the site is to be opened to the public in early October.

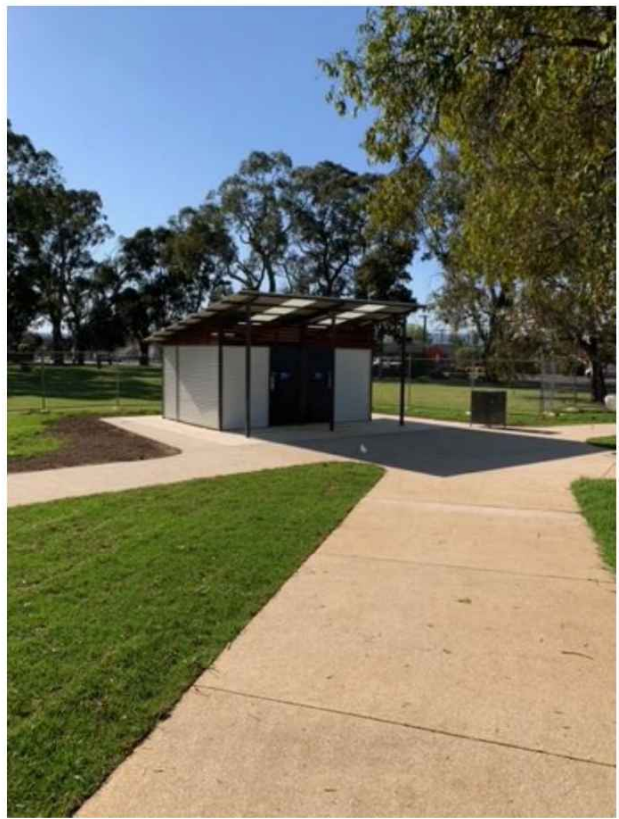
Work on the new playspace will commence later this year and be followed by the construction of a new Soldiers Memorial.

The remaining components of the upgrade will include the minor refurbishment of the Community Hall and former Child and Family Health Service building, the new turf mounding in the reserve, installation of the movie wall posters and placement of red bricks to indicate the footprint of the former Soldiers Memorial building.

Attachments

- 1. Mellor Park - Photographs of Progress**
- 2. Mellor Park Memorial Concept Report**





MELLOR PARK MEMORIAL- LOCKLEYS LANDSCAPE CONCEPT PLAN

CITY OF WEST TORRENS

GREENHILL

LANDSCAPE VISION



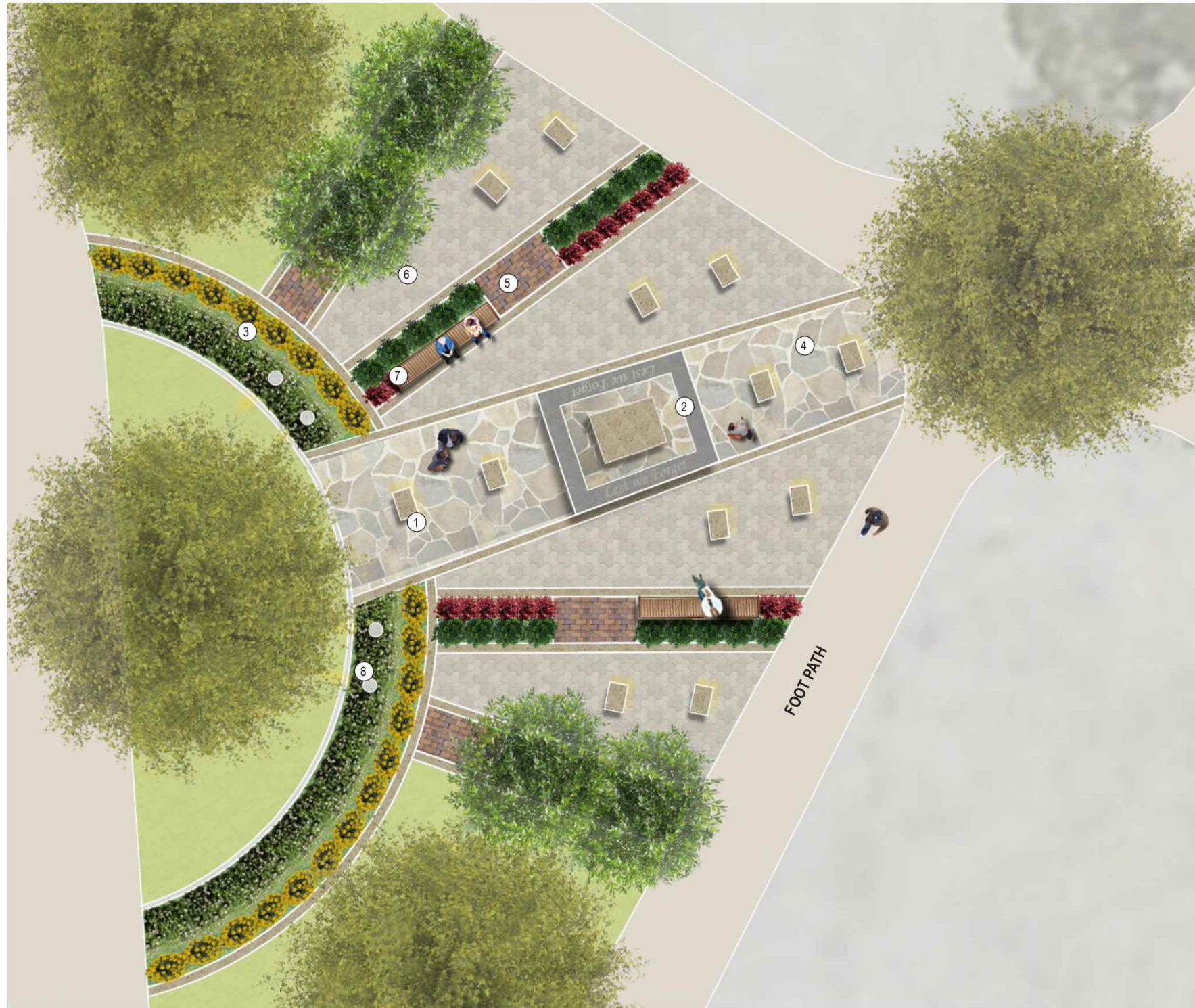
PROJECT
Mellor Park Memorial

DRAWING
Landscape Vision Option 1

PROJECT
21.2763

REV. DATE
A July 2021

CONCEPT PLAN



LEGEND

- ① **Memorial Posts**
Artistic vertical features inscribed with memorial details and placed throughout the memorial space with bespoke feature lighting.
- ② **Central Raised Platform**
Elevated platform with stone plinth to display historical monument.
- ③ **Planting**
Areas of formal planting to give definition to the space and provide a green backdrop to the memorial elements
- ④ **Central Feature Paving**
Feature natural stone paved area to complement adjacent path network. Stone paving to be edged with concrete pavers that can be etched with memorial information.
- ⑤ **Paved Crossover**
Paved narrow crossovers allow people to move between the memorial spaces while maintaining planting bands which create a sense of intimacy within the memorial space. This area also allows for walkers, wheelchairs and prams to be placed next to the seat.
- ⑥ **Permeable Paving**
Permeable paving to provide a different sensory experience and slow down users while still maintaining access for all.
- ⑦ **Seat**
Comfortable seating with back and arm rests to assist elderly users.
- ⑧ **Flag Poles**
Four flag poles to follow around the arc of Gallipoli Rosemary. Flag poles to be uplit with feature lighting.

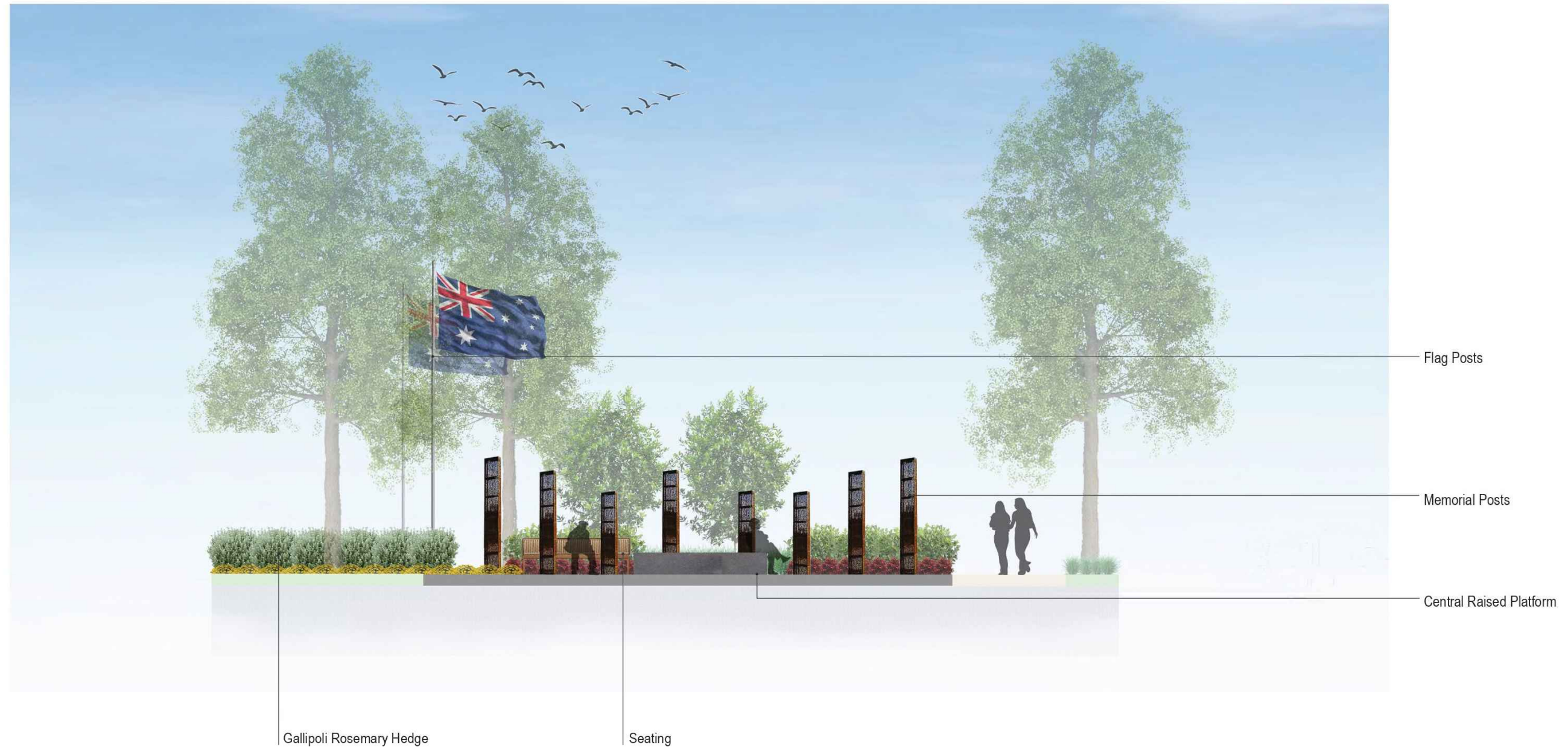


DRAWING
Concept Plan - Option 2

PROJECT
21.2763

REV. DATE
B Sept 2021

SECTION



PROJECT
Mellor Park Memorial

DRAWING
Concept Section

PROJECT
21.2763

REV. DATE
B Sept 2021

MATERIALS & PLANTING PALETTE

TREE SPECIES



Ginkgo biloba
Mature size: H: 12m x W:5m
Deciduous



Luscious Tristaniopsis 'laurina'
Mature size: H: 10m x W:5m
Evergreen

PLANT SPECIES



Viburnum odoratissimum 'Dense Fence'



Callistemon viminalis 'Macarthur'



Gazania hybrid 'Double Gold'



Callistemon viminalis 'Macarthur'

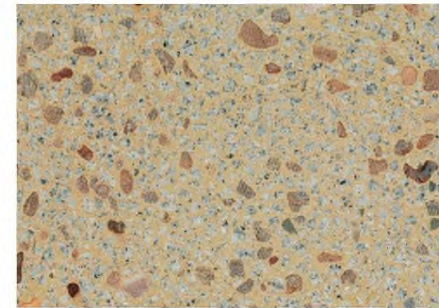


Liriope muscari 'Just Right'



Gallipoli Rosemary

MATERIALS/FURNITURE PALETTE



Albany Beige Milled Engineered Paver



Quartsite 'Amber Glow' Split Face Paving



Mahogany Cobblestone Clay Paver



Compacted Fines



Ecotrihex Permeable Paver



Timber Classic Seat

PROJECT
Project

DRAWING
Materials & Planting Palette

PROJECT
21.2763

REV. DATE
B Sept 2021

8.7 Camden Oval - Update Report

Brief

This report provides Committee Members with a status update in regard to the upgrades at Camden Oval.

RECOMMENDATION

The Committee recommends to Council that the report be noted.

Introduction

At its meeting held 3 August 2021, Council was advised that a grant application submitted through the Office for Recreation, Sport and Racing Infrastructure fund for netball upgrades to Camden Oval, had been successful.

Council was also advised at its meeting held 8 December 2020, that funding would be allocated through the Local Roads and Community Infrastructure allocation for West Torrens to construct cricket training nets at Camden Oval for use by (predominantly) the Glenelg ANA Cricket Club.

Discussion

Netball Infrastructure:

The Administration successfully secured \$300,000 of grant funding for the construction of four netball courts with lighting, toilet facilities and club shelter at Camden Oval. The new netball courts would be constructed over the existing three tennis courts and expand further into the reserve to allow for the additional court. Matching council funding of \$300,000 is a requirement of the grant agreement.

The Plympton High School Old Scholars (PHOS) Camden Netball Club will relocate to Camden Oval at the completion of the project. The Club currently hold a licence agreement over three courts at Golflands Reserve, Glenelg North which do not meet competition standards. Discussions have taken place with the Club regarding the upgrade and to confirm the requirements and measurements of both the courts and the club facility/storage area.

Work has commenced on the construction of the courts. The area has been cleared and surface preparation is underway (**Attachment 1**). It is anticipated the fencing contractor will begin on-site works before the end of September. The lighting component of the project is currently being procured and is anticipated to commence in December 2021.

Subsequent to the completion of the courts and lighting elements, work will commence on the shelter/storage facility (likely February 2022). The new facility will offer Club storage, an open clubroom area, two accessible toilets and a small canteen space. This will allow players and parents to have accessible facilities in close proximity to the courts.

It is expected that the Netball Club will have access to the larger PHOS Camden Sports and Social Club (PCSASC) facility during and after their games and training times, should the netball club desire access. This has been outlined within the proposed new Licence Agreement for the PCSASC and included in a separate report within this agenda.

Cricket Infrastructure:

The construction of three new cricket practice nets have been completed along the southern edge (Anzac Highway) of Camden Oval (**Attachment 2**). Part of Council's annual allocation through the Local Roads and Community Infrastructure Fund was secured for this project and was supported with \$30,000 from the South Australian Cricket Association, (via Glenelg ANA Cricket Club).

The project feature two lockage practice lanes with protective netting (within a lockable box) for club use. The third lane is accessible to the public and all three lanes offer a synthetic turf base, extending for several meters allowing adequate run-up.

A protective net has been installed north of the lanes (adjacent the path and football oval) in order to protect park users from cricket balls. The area surrounding the nets will be developed as irrigated turf later in this financial year (following the completion of the netball infrastructure).

The Glenelg ANA Cricket Club have commenced using the nets for training and have also provided access to the Glenelg District Cricket Club (principal licence holder of portion Camden Oval for summer season) as many ovals are unavailable for summer sport training due to the extension of the Football Season (due to COVID-19 lockdown and restrictions).

The Glenelg ANA Cricket Club are affiliated with PHOS Camden Sports and Social Club, and as such, the same conditions will apply, whereby the Cricket Club will have access to the larger PHOS Camden Sports and Social Club (PCSASC) facility during and after their games and training times, should the cricket club desire access.

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

There are no known climate change impacts arising as a result of the consideration of this matter.

Conclusion

Following the successful application for funding for netball infrastructure at Camden Oval, works have commenced on constructing four new netball courts with lighting. Early in 2022, a storage facility and shelter will be constructed, and a licence will be held by the PHOS Camden Netball Club (relocating from Golflands Reserve).

Funding was allocated to the construction of cricket training facilities at Camden Oval and this project is now complete. Three cricket lanes are fully operational and the Glenelg ANA Cricket Club have commenced use of the infrastructure under a licence agreement.

Final landscaping elements across the site will be the final component of the Camden Oval Upgrade for 2021/2022 and will commence in the second quarter of 2022.

Attachments

- 1. Camden Oval - Netball Upgrade**
- 2. Camden Oval - Cricket Net Upgrade**







8.8 Apex Park - Update Report

Brief

This report provides Committee Members with a status update in regard to the upgrade at Apex Park.

RECOMMENDATION

The Committee recommends to Council that the report be noted.

Introduction

At its meeting of 27 July 2021, the City Facilities and Waste Recovery General Committee received an update report providing the following information:

- Access to sewer for the new public double accessible toilet facility is causing a delay for the installation. The Administration is working with SA Water to find an alternative cost effective solution.
- Following the installation of the public toilet facility, temporary facilities will be removed from west of the entrance driveway, and a permanent storage facility will be installed to support the operations of the users of the Apex Park facility.
- The Administration was successful in securing \$1 Million of funding through the State Government 'Open Spaces and Places for People' fund to support the next stage of works at Apex Park (northern part of the site) with Council required to contribute matching funding. The next stage includes:
 - Removal of dense vegetation (weed species) along northern edge of site;
 - Shaping and new planting of wetland (northern edge);
 - A new nature playspace on northern bank of wetland;
 - Construction of a junior bush BMX track;
 - Further improvements and completion of irrigated turf event space;
 - Improved walking and cycling paths, and
 - Improved connection / linkages to River Torrens Linear Park/Breakout Creek Stage 3.
- This next stage of work connects to the Breakout Creek Stage 3 upgrade which is taking place concurrently. As a result a number of alterations and additions have been designed and funded by the Breakout Creek (Stage 3) project.
- A Community Day has been tentatively planned for *Saturday 28 August 2021* following which, a survey will be available on Council's 'Your Say' page for an additional two to three week period.

Discussion

A new dual accessible toilet facility will be installed at Apex Park this month after the Administration has found an alternative option for sewer connection. The new facility has been relocated to north of the carpark entrance (adjacent the wetland and new building) - and work has commenced on its installation. The bin enclosure was previously positioned in this location however will be relocated following the toilet installation.

This location not only meets the needs of the park users, but also provides a cost effective option for the Administration to pursue. Following the completion of the new facility, the temporary toilet facilities provided at the south-western edge of the reserve will be removed, making way for a storage facility for the Guides, Scouts and Riding Club.

A community day was held on Saturday 28 August 2021, from 11am until 1pm at Apex Park. Over the course of the session, approximately 50 people attended to view the concepts and discuss the project.

Everyone who attended the consultation day was extremely positive regarding the Stage 1 works as well as the proposed Stage 2 elements, especially the connection across the River Torrens to the northern edge.

The main comments/feedback provided on the day include:

- Multiple requests to include adult fitness equipment on the site;
- Multiple requests to include more advanced BMX track rather than only a junior track;
- Importance of a range of grades for BMX riders;
- Keep the natural look and feel of the site - not too much hardstand surfaces;
- Additional car parking required ASAP.

Surprisingly, a large number of young people aged 10 - 17 years attended the consultation in order to convey their desire for a more advanced natural BMX track rather than only a junior track. The young people felt there is a gap of activities available for this age group in the western suburbs and Apex Park provides a good solution. Interestingly, West Beach does feature 6.7 per cent of the population aged 12 - 17 years compared to the wider West Torrens area (at 5.4 per cent) and a large portion of those young people cycle to and from school as well as for recreation.

An online survey can be accessed via Council's website and will close for submissions on Friday 24 September 2021 (<https://yoursay.westtorrens.sa.gov.au/apex-park-upgrade>). A summary of the feedback will be provided to a future meeting of the City Facilities and Waste Recovery General Committee.

Following the closure of the online survey, consultants will refine the concept plan for Council approval before commencing procurement for the project. The on-ground works are too completed by December 2022 in order to meet the grant agreement.

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

This project contributes to the climate change resilience of the local area.

Conclusion

A community day was held to gather feedback regarding the second stage of works at Apex Park draft concept plan. An online survey is available and closes on Friday 24 September 2021, after which consultants will refine the plan.

Works for a new public toilet facility are underway and expected to be completed within the next month.

Attachments

Nil

8.9 EPA Kerbside Recycling Report

Brief

This report presents to Council the data in relation to Kerbside Recycling during the reporting period of period 1 July 2020 to 30 June 2021 pursuant to the *Environment Protection (Used Packaging Materials) Policy 2012*.

RECOMMENDATION

The Committee recommends to Council that the report be received.

Introduction

Each year an annual report is required to be submitted to the Environment Protection Agency South Australia (EPA SA) detailing the data regarding kerbside recycling for the reporting period.

Discussion

Each year the City of West Torrens is required to submit an annual report to the EPA detailing the required data in relation to kerbside recycling collections pursuant to Clause 17 of the National Environment Protection Measure 2011 (NEPM):

Reporting Obligations:

A Council that has, during a financial year or any part of a financial year, operated a kerbside recycling collection service must, by 8 October 2021, provide the Authority with the following information:

- a. the number of residential and non-residential premises in the Council's area;*
- b. the number of residential and non-residential premises in the Council's area that were covered by the service;*
- c. the participation rate for the service;*
- d. the fee charged by the Council in respect of the service;*
- e. the total weight of each recyclable material collected;*
- f. the total weight of each recyclable material collected that was then disposed of to landfill.*

The City of West Torrens' Kerbside Recycling Report that has been submitted for 2020-21 and a copy is attached (**Attachment 1**).

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

There is no direct environmental impact consideration in relation to this report.

Conclusion

The annual report follows a template and shows the required data. A copy of the annual report is attached for members' information.

Attachments

1. LGA Report 2020 - 21 - City of West Torrens

LG1

**National Environment Protection (Used Packaging Materials) Measure
Annual Recycling Report by Local Government Authorities**

LOCAL GOVERNMENT DATA

*To be completed in conjunction with LGA User Guide

Item 1 - Total Number of Councils reporting: 1

Item 2 - Total Residential population: 61,735

Item 3 - Year (Reporting Period): 01 / 07 / 2020 - 30 / 06 / 2021

- Local Government Name: City of West Torrens
- Name of Person Reporting: Ms Robyn Butterfield
- Position: Manager Regulatory Services
- Telephone: 08 8416 6324
- Email: rbutterfield@wtcc.sa.gov.au

Item 4 - Types of container provided for kerbside collection by number of Councils:

(eg. crate/split bin/bag) 140L General Waste, 240L Comingled Recycling and 240L Organics bins

- Other type of recycling services by number of Councils:

(eg. drop off/greenwaste) Drop off eWaste, Drop off battery recycling, Booked Hard Waste and eWaste collection, Waste Voucher for Adelaide Waste and Recycling Centre and Drop off Household Chemical and Paint Facility.

Item 5 - Total Number of premises/households:

Residential 28,476 _____ premises

Non-Residential 3043 _____ premises

Item 6 - Number of households/premises serviced by recycling collections

Kerbside:

Residential 28,040 _____ premises

Non-Residential 1,278 _____ premises

Drop Off (Optional):

Residential 471 _____ premises

Non-Residential _____ premises

Item 7 - Average premises fee charged by Council for Recycling Services:

Residential \$ 29.41 _____ Non-Residential \$ 29.41 _____

Item 8 - Average Participation rate: 78.36__%

LG1

Item 9 - Table 1: Amounts of Materials Collected at the Kerbside, Sent for Secondary Use/Energy Recovery and Contamination (waste) disposed of to landfill.

1 July 2020 – 30 June 21

Material Types collected at kerbside	Kerbside recycling collected (in tonnes) including contamination	Kerbside recycling sold or sent for secondary use including energy recovery by material type (in tonnes)	Kerbside recycling residual waste (contaminants) disposed of to landfill. (only need to report total tonnes)
TOTAL PACKAGING PAPER, ie cardboard and liquid paper board.30.....
TOTAL NON PACKAGING PAPER, ie paper mixed, paper white office, newspaper and magazines.2767.....
TOTAL GLASS519.....
TOTAL PLASTICS178.....
TOTAL ALUMINIUM (CANS)70.....
TOTAL STEEL (CANS, TINS ETC)332.....
TOTAL	...4561.....	...3896.....	...665.....

LG1

Item 9 - Table 2: Amounts of Materials Dropped Off, Sent for Secondary Use/Energy Recovery and Contamination (waste) disposed of to landfill.

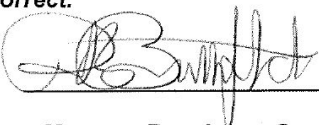
1 July 2020 – 30 June 2021

Material Types collected at Drop Off	Drop Off recycling collected (in tonnes) including contamination	Drop Off recycling sold or sent for secondary use including energy recovery by material type (in tonnes)	Drop Off recycling residual waste (contaminants) disposed of to landfill. (only need to report total tonnes)
TOTAL PACKAGING PAPER, ie cardboard and liquid paper board.
TOTAL NON PACKAGING PAPER, ie paper mixed, paper white office, newspaper and magazines.
TOTAL GLASS
TOTAL PLASTICS
TOTAL ALUMINIUM (CANS)
TOTAL STEEL (CANS, TINS ETC)
TOTAL

Item 10 - Certification

Reporting Period 01/07/2020 to 30/06/2021

I certify that I have reviewed this form and to the best of my knowledge and ability all the information provided is correct.

Name: 
 Position: **Manager Regulatory Services**
 Date: 16/9/21

8.10 Waste Management Activity Report

Brief

This report provides information on waste management activities undertaken between July and August 2021.

RECOMMENDATION

The Committee recommends to Council that the report be received.

Introduction

Information is provided in this report on waste management activities undertaken between July and August 2021.

Discussion

Waste education support to Plympton Primary School - July 2021

During the school holidays, the Out of School Hours care program borrowed a number of Waste and Recycling games developed by Council. Resources included the 'Reduce, Reuse, Recycle' game mat, Nude Food and mini sorting bin games.

WMRR Waste Educators - 8 July 2021

Waste staff attended WMRR Waste Educators tour of Peats Soils in Brinkley as part of the regular WMRR Waste Educators meetings.

Meeting with University of Adelaide - 27 July 2021

Waste staff met with University of Adelaide's Head of School of Chemical Engineering and Advanced Materials to discuss partnership opportunities to develop solutions for problematic waste streams.

Bin Shift inside recycle bin program launched - 29 July 2021

In partnership with Bin Shift, Council made available an inside recycle bin free for West Torrens residents to encourage better recycling practices. The accompanying Facebook post resulted in 19 shares, 57 likes and 38 comments in the initial 24 hours. 22 bins were distributed within 24 hours of the launch.

Don't go out in the rain.

Free inside recycle bins available to residents*

Scan the QR code on the bin for details of what you can recycle.

Collect your free bin from the Civic Centre, 165 Sir Donald Bradman Drive, Hilton while stocks last.

*Limit of one bin per household and proof of residence required.

MIXED RECYCLE

BIN SHIFT

Paper & Cardboard, Glass, Metal, Plastics

Food waste recycling promotions: Plympton International School - August 2021

A promotion was undertaken through the school's e-newsletter and through Facebook for food recycling systems offered by Council. 10 members of the school community requested a kitchen caddy and compostable bags as a result.

Meeting with Electronics Recycling Australia - 31 August

Waste staff met with Electronics Recycling Australia (ERA) and Depot staff to investigate additional locations to deploy Unplug N' Drop cages. ERA advised that outdoor spaces are no longer part of their business model for e-waste collection. ERA and Waste Management are investigating options to provide access to residents.

Additional Update:**Weekly Green Waste Trial**

The weekly green waste trial in West Beach is progressing as intended.

2021	Participation Rate
February	184 (24.30 per cent)
March	213 (28.14 per cent)
April	238 (31.4 per cent)
May	281 (37.00 per cent)
June	294 (39.00 per cent)
July	298 (39.50 per cent)
August	298 (39.50 per cent)

The mid-point bin composition audit was undertaken in August. Initial discussions with Keep South Australia Beautiful (KESAB) indicate that contamination in organics bins remain low.

A survey for participating households is currently in development for distribution in November/December 2021. The trial will conclude at the end of January 2022.

Climate Impact Considerations

(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)

There is no direct climate impact consideration in relation to this report.

Conclusion

This report provides information of waste management activities between July and August 2021.

Attachments**1. Waste Management Activity Report - Period Ending July 2021**



Waste Management Activity Report Period Ending July 2021

<p>New Services</p> <p>YTD 2021/22 65</p> <p>YTD 2020/21 137</p>	<p>Comments:</p>
<p>Cancelled Services</p> <p>YTD 2021/22 3</p> <p>YTD 2020/21 38</p>	<p>Comments: New Development application process for approved demolitions has resulted in reduced visibility. Currently investigating solutions.</p>



Waste Management Activity Report Period Ending July 2021

<p>Lost and stolen bins</p> <p>YTD 2021/22 68</p> <p>YTD 2020/21 83</p>	<p>120 100 80 60 40 20 0</p> <p>Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul</p> <p>Previous Current</p> <p>Comments:</p>
<p>Failure rate Repairs and replacements</p> <p>YTD 2021/22 198 (0.28%)</p> <p>YTD 2020/21 156 (0.23%)</p>	<p>0.40% 0.35% 0.30% 0.25% 0.20% 0.15% 0.10% 0.05% 0.00%</p> <p>Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul</p> <p>Previous Current</p> <p>Comments:</p>



Waste Management Activity Report Period Ending July 2021

<p>Bins missed for collection Missed and half emptied bins</p> <p>YTD 2021/22 245</p> <p>YTD 2020/21 185</p>	<p>Comments:</p>
<p>Presentation issues Bins left on verge, late put-out, contaminated, overfull/overweight and obstructed bins</p> <p>YTD 2021/22 18</p> <p>YTD 2020/21 327</p>	<p>Comments:</p>



Waste Management Activity Report Period Ending July 2021

<p>Tonnages collected kerbside</p> <p>YTD 2021/22 General waste = 1046.7 t Recycling = 403.51 t Organics = 631.79 t</p> <p>YTD 2020/21 General waste = 1087.44 t Recycling = 382.38 t Organics = 738.82 t</p>	<p style="text-align: center;">Comments:</p>
<p>Diversion from landfill</p>	<p style="text-align: center;">Comments: Decrease in organics and impact to diversion rate is due to management of the fruit fly outbreak.</p>



Waste Management Activity Report Period Ending July 2021

<p>Hard waste bookings</p> <p>YTD 2021/22 738</p> <p>YTD 2020/21 749</p>	
<p>Illegal dumping</p> <p>YTD 2021/22 69</p> <p>YTD 2020/21 72</p>	
<p>Comments: The increase in illegal dumping is the result of increased reporting by Outdoor Staff.</p>	



Waste Management Activity Report Period Ending July 2021

<p>Food waste rebates Worm farms, worms, accessories and compost bins</p> <p>YTD 2021/22 1</p> <p>YTD 2020/21 3</p>	<p>Comments:</p>
<p>Kitchen caddies</p> <p>YTD 2020/21 31</p> <p>YTD 2019/20 43</p>	<p>Comments:</p>

9 OTHER BUSINESS

10 CONFIDENTIAL

Nil

11 NEXT MEETING

23 November 2021, 6.00pm in the Mayor's Reception Room.

12 MEETING CLOSE