

IPSWICH CITY COUNCIL

AGENDA

of the

GENERAL PURPOSES COMMITTEE

Held in the Council Chambers

2nd floor – Council Administration Building

45 Roderick Street

IPSWICH QLD 4305

On Tuesday, 19 May 2020 At 9.00 am

MEMBERS OF THE GENERAL PURPOSES COMMITTEE				
Mayor Teresa Harding (Chairperson)	Councillor Jacob Madsen			
	Councillor Sheila Ireland			
	Councillor Nicole Jonic			
	Councillor Paul Tully			
	Deputy Mayor Marnie Doyle			
	Councillor Andrew Fechner			
	Councillor Kate Kunzelmann			
	Councillor Russell Milligan			

GENERAL PURPOSES COMMITTEE AGENDA

9.00 am on **Tuesday,** 19 May 2020 Council Chambers

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^{**} Item includes confidential papers

GENERAL PURPOSES COMMITTEE NO. 1

19 MAY 2020

AGENDA

1. **RMPC CONTRACT 25 - 2020-2021 AND 2021-2022

This is a report concerning the implementation of the Road Maintenance Performance Contract (RMPC) for financial years 2020-2021 and 2021-2022 between Ipswich City Council (ICC) and the Department of Transport and Main Roads (DTMR). ICC have delivered this contract for the past 24 years primarily based through a sole invitee arrangement. All previous contracts have been one (1) year contracts however to provide better working efficiencies for both parties it has been agreed that a two (2) year contract is more prudent. ICC acts as the contractor providing a stewardship role for the road network on behalf of DTMR. Proposed funding for this contract is \$6,621,369.00 (\$3,246,946.00 for 2020-2021 and \$3,374,423.00 for 2021-2022) excluding GST.

RECOMMENDATION

- A. That Council enter into a contract with the Department of Transport and Main Roads for the 2020-2021 and 2021-2022 Road Maintenance Performance Contract for the sum of six million six hundred and twenty one thousand three hundred and sixty nine dollars excluding GST (\$6,621,369.00) for a period of 24 months.
- B. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

2. <u>SOUTH EAST QUEENSLAND FIRE AND BIODIVERSITY CONSORTIUM ANNUAL CONTRIBUTION</u>

This is a report concerning the ongoing financial contribution to and partnership with the South East Queensland Fire and Biodiversity Consortium (SEQFBC). This is a retrospective payment for the 2019-2020 financial year.

<u>RECOMMENDATION</u>

That Council provide a financial contribution of \$7,713.47 (excl. GST), as detailed in the sponsorship letter from South East Queensland Fire and Biodiversity Consortium outlined in Attachment 1, to be funded through the 2019-2020 Enviroplan budget.

3. PROPOSED NEW TRUSTEE PERMIT OVER RESERVE FOR RECREATION PURPOSES - ANZAC PARK SPORTS AND RECREATION CLUB INCORPORATED - 1 MILL STREET, ROSEWOOD

This is a report by the Property Officer concerning the proposed new Trustee Permit over part of land located at 1 Mill Street, Rosewood, described as Lease B in Lot 638 on SP157096 on SP307623 between Ipswich City Council as Trustee (Council) and Anzac Park Sports and Recreation Club Incorporated. (APSRCI).

RECOMMENDATION

- A. That Council terminate the existing Contract with Anzac Park Sports and Recreation Club Incorporated located at 1 Mill Street, Rosewood, described as Lot 638 on SP157096.
- B. That Council as Trustee of the Reserve located at 1 Mill Street, Rosewood enter into a Trustee Permit with Anzac Park Sports and Recreation Club Incorporated (pursuant to section 236 (1)(c) (iii) and (2) of the Local Government Regulation 2012 (QLD)).
- C. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the Trustee Permit to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

4. <u>FEES AND CHARGES FOR ANIMAL REGISTRATIONS AND PERMITS 2020-2021</u>

This is a report concerning Ipswich City Council's (**Council**) fees and charges for dog registrations and animal permits for the financial year commencing 1 July 2020.

RECOMMENDATION

That Council adopt the proposed fees and charges for dog registration and animal management permits, as detailed in Attachment 1, with an effective date of 1 July 2020 and that the 'pay by' date for dog registration and animal management permit renewals for 2020-2021 will be 1 August 2020.

5. <u>AMENDMENT OF COUNCIL'S MEETING PROCEDURES POLICY</u>

This is a report concerning the proposed amendment of Council's Meeting Procedures Policy.

RECOMMENDATION

That the policy titled "Meetings Procedures Policy" adopted at the Council Ordinary Meeting of 25 February 2020 be amended as outlined in Attachment 2.

6. <u>EXERCISE OF DELEGATION REPORT</u>

This is a report concerning applications that have been determined by delegated authority for the period 6 March 2020 to 5 May 2020.

RECOMMENDATION

That the report be received and the contents noted.

7. <u>COURT ACTION STATUS REPORT</u>

This is a report concerning a status update with respect to current court actions associated with development planning related matters including one other significant matter of dispute that the Planning and Regulatory Services Department is currently involved with.

RECOMMENDATION

That the report be received and the contents noted.

8. <u>COMMUNITY DONATION REQUEST</u>

This is a report concerning a community donation request from the Message of the Cross Ministries International Network.

RECOMMENDATION

That Council approve a community donation of \$5,549.25 to the Message of the Cross Ministries International for the purchase of equipment for the Crossfire Support Service in Bell Street, Ipswich.

9. <u>COMMUNITY DONATIONS REPORT</u>

This is a report providing detail about the year to date allocation of community donations as at 30 April 2020 (Attachment 1) and providing a summary of these community donations by recipient type (Attachment 2).

RECOMMENDATION

That the report be received and the contents noted.

10. **IPSWICH CENTRAL PROGRAM REPORT NO 23 TO 3 APRIL 2020 AND NO 24 TO 8 MAY 2020

This is a report concerning a monthly update of the Ipswich Central Program of Works.

RECOMMENDATION

That the report on the Ipswich Central Program Reports No 23 effective to 3 April 2020 and No 24 effective to 8 May 2020 be received and the contents noted.

11. **FUNDING ARRANGEMENTS FOR BRISBANE LIONS STADIUM, SPRINGFIELD

This is a report concerning the timing of Ipswich City Council's funding contribution to the Brisbane Lions for the construction of the Lions Stadium at Springfield. The report is seeking a Council resolution in relation to Council's payments to the Brisbane Lions and to authorise the CEO to finalise the negotiations and enter into a funding deed with the Brisbane Lions.

The report also discusses the deeds proposed to be executed in relation to Springfield City Group's (SCG) developer contributions towards the Lions project and the infrastructure credits associated with these contributions. The report seeks approval for the CEO to negotiate and finalise the terms of these deeds.

RECOMMENDATION

- A. That Council enter into a funding deed with the Brisbane Lions for the construction of the stadium and the embellishment of the adjacent community sporting field.
- B. That the Chief Executive Officer be authorised to finalise the negotiations and execute the deed to vary the Springfield Town Centre Infrastructure Agreement to recognise the transfer of credits for open space and transport between Springfield Town Centre and the balance of Springfield.
- C. That the Chief Executive Officer be authorised to finalise the negotiations and execute the variation to the categorisation of rates dispute settlement deed with Springfield City Group.
- D. That Council, pursuant to section 257 of the *Local Government Act 2009*, delegate to the Chief Executive Officer the authority to negotiate and finalise the terms of the deeds with the Brisbane Lions and Springfield City Group and to do any other acts necessary to implement Council's decision.
- 12. **TENDER CONSIDERATION PLAN APPOINTMENT OF RETAIL LEASING AGENT, NICHOLAS ST IPSWICH CENTRAL PROJECT

This is a report concerning the Tender Consideration Plan for the appointment of a retail leasing agent for ongoing services for the Nicholas St – Ipswich Central Project (the "Project").

A tender consideration plan is prepared and proposed for adoption by Council under the provisions of Section 230 of the Local Government Regulation 2012. This section provides Council's with the ability to procure medium-sized and large-sized contracts without conducting a tender process. The legislation requires that Council resolve to prepare a tender consideration plan and prepare and adopt the plan.

Ranbury Property Services (Pty Ltd) ("Ranbury") have been the retail leasing agent for the Project since early 2019, with the prior agreement with Ipswich City Council ("ICC") expiring on 30 March 2020.

To ensure consistency in the delivery of the Project's leasing strategy and to maintain market confidence in relation to the leasing opportunities and the broader Project, a detailed Tender Consideration Plan ("TCP") has been prepared which details the reasons for ICC not undertaking a full tender process for the appointment of a retail leasing agent and recommends the reappointment of Ranbury.

The proposed contractual arrangements with Ranbury Property Services in regards to leasing have been changed from the original agreement following expert advice on standard industry practise. These changes are identified in the commercial in confidence terms of engagement attached to this report. Fundamentally, the changes maintain Council's overall projected expenditure but reduce the risks to Council in terms of the timing of payments to Ranbury in terms of executing contractually binding lease agreements with tenants.

RECOMMENDATION

- A. That Council resolve to prepare a Quote or Tender Consideration Plan for the appointment of a Retail Leasing Agent in accordance with section 230(1)(a) of the Local Government Regulation 2012.
- B. That Council resolve to adopt the Quote or Tender Consideration Plan for the appointment of a Retail Leasing Agent as outlined in the report by the Project Manager dated 6 May 2020 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.
- C. That Council resolve to enter into a contract with Ranbury Property Services Pty Ltd for Retail Leasing Agency Services on the terms described in the report by the Project Manager dated 6 May 2020.
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Ranbury Property Services Pty Ltd to be executed by Council and

to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

13. DEVELOPMENT APPLICATION RECOMMENDATION - 143, 143A, 163 BRISBANE
STREET, 23, 24 IPSWICH CITY MALL AND 2 (LOT 1) BELL STREET, IPSWICH 10301/2019/CA - MATERIAL CHANGE OF USE FOR A BUSINESS USE,
ENTERTAINMENT USE, RECREATION USE & SHOPPING CENTRE

This is a report concerning a development application seeking approval for a material change of use for a business use, entertainment use, recreation use and shopping centre, predominantly to be undertaken within existing, refurbished buildings, which forms part of the redevelopment of the Nicholas Street and Union Place precinct by Ipswich City Council.

The subject application requires review by the General Purposes Committee and determination by Full Council in accordance with the Framework for Development Applications and Related Activities Policy as the application has been made by Council, and does not relate to the provision of standard local government infrastructure. Further, the application is considered a Sensitive Development Matter and is required to be reviewed by an Independent Decision Review Panel.

The proposed development has been assessed with regard to the applicable assessment benchmarks. The proposed development generally complies with the assessment benchmarks or can be conditioned to comply as outlined in the attached Statement of Reasons.

RECOMMENDATION

That Council resolve to approve development application no. 10301/2019/MCU subject to conditions in accordance with section 60 of the *Planning Act 2016*.

and any other items as considered necessary.

^{**} Item includes confidential papers

Doc ID No: A6084502

ITEM: 1

SUBJECT: RMPC CONTRACT 25 - 2020-2021 AND 2021-2022

AUTHOR: TECHNICAL OFFICER (MAINTENANCE PLANNING)

DATE: 26 FEBRUARY 2020

EXECUTIVE SUMMARY

This is a report concerning the implementation of the Road Maintenance Performance Contract (RMPC) for financial years 2020-2021 and 2021-2022 between Ipswich City Council (ICC) and the Department of Transport and Main Roads (DTMR). ICC have delivered this contract for the past 24 years primarily based through a sole invitee arrangement. All previous contracts have been one (1) year contracts however to provide better working efficiencies for both parties it has been agreed that a two (2) year contract is more prudent. ICC acts as the contractor providing a stewardship role for the road network on behalf of DTMR. Proposed funding for this contract is \$6,621,369.00 (\$3,246,946.00 for 2020-2021 and \$3,374,423.00 for 2021-2022) excluding GST.

RECOMMENDATION

- A. That Council enter into a contract with the Department of Transport and Main Roads for the 2020-2021 and 2021-2022 Road Maintenance Performance Contract for the sum of six million six hundred and twenty one thousand three hundred and sixty nine dollars excluding GST (\$6,621,369.00) for a period of 24 months.
- B. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

RELATED PARTIES

This contract is a cost-sharing agreement between Ipswich City Council (contractor) and the State of Queensland Department of Transport and Main Roads (principal).

ADVANCE IPSWICH THEME

Managing growth and delivering key infrastructure

PURPOSE OF REPORT/BACKGROUND

The RMPC is a contract for routine maintenance activities carried out on state-controlled roads within the boundaries of the Ipswich Council region. The road network outline is tabled below.

Road Section Name +	Through Start Distance	Through Distance End	Length (kms)
Ipswich-Boonah Road	0.000	11.477	11.477
Karrabin-Rosewood Road	0.000	14.76	14.76
Ipswich-Cunningham Highway Connection Road	7.3	14.89	7.59
Ipswich Warrego Highway Connection Road	0.000	7.5	7.5
Rosewood-Marburg Road	0.000	10.52	10.52
Ipswich-Rosewood Road	0.000	12.83	12.83
Haigslea-Amberley Road	0.000	9.42	9.42
Rosewood-Warrill View Road	0.000	10.12	10.12
Rosewood-Laidley Road	0.000	18.89	18.89
River Road	0.000	0.98	0.98
Centenary Highway (Springfield Link Pedestrian Bridge)	20.87	20.87	N/A
Riverview-Moggill Ferry Road	0.000	2.52	2.52

Table A: Road Network

Routine maintenance activities covers all civil aspects of routine maintenance as well as maintaining green space areas.

Both DTMR and Council are responsible for a safe environment for the road user whilst integrating environmental considerations in line with the value for money objectives outlined in the Queensland Procurement Policy.

Road user satisfaction and public expectation are important drivers for the RMPC. It is essential that current specific assessment on the road network is measured and that feedback and information can be provided to the road user when required.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Transport Operations (Road Use Management) Act 1995

RISK MANAGEMENT IMPLICATIONS

The continuing support of the RMPC contract allows TMR to obtain best value in expenditure of maintenance funds on the state-controlled road network as well as providing quick resourcing assistance to TMR following any incident or natural disaster. Overall the RMPC allows Council to provide a professional cost effective service maintenance operation on the state-controlled network.

The risk of no contract would be borne out to the community with possible slower response time, higher costs and lack of engagement with the community. Historical evidence suggests that the engagement of Council for DTMR to undertake routine maintenance on the state-controlled network is well received and supported.

FINANCIAL/RESOURCE IMPLICATIONS

In the field, both day labour and contract resources are being employed to undertake the routine maintenance operations. Typically ICC have one (1) crew dedicated solely to the state-controlled network as well as numerous contractors undertaking activities ranging from pavement repairs to mowing grass. Other day labour crews are utilised at different times where necessary. In the Council office there are two (2) full time officers employed to manage the RMPC. The RMPC is an important contract that ensures Council maintains a viable workforce and equipment resourcing level whilst maintaining the skills necessary to perform necessary tasks. Whilst the proposed funding for 2020-2021 and 2021-2022 is generally an index growth from previous contract, it is essentially governed by a backlog of defect work as well as a joint assessment road report submitted and approved by DTMR.

COMMUNITY AND OTHER CONSULTATION

The funding is controlled and approved via the State Government. Council's primary role is as network steward managing and operating within the realms of the contract.

No other consultation required.

CONCLUSION

The RMPC is a benefit to the whole community ensuring the road network is maintained to a high level of service. It also allows smooth and efficient integration with Council roads which compliments the whole environment for the road user. The RMPC provides a consolidated document for which Ipswich City Council can apply an equitable and consistent approach to road network maintenance

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

CONFIDENTIAL

1. RMPC Contract 25 - 2020-2021 and 2021-2022

Cameron Hoger

TECHNICAL OFFICER (MAINTENANCE PLANNING)

I concur with the recommendations contained in this report.

Colin Russ

PRINCIPAL OFFICER (ROADS AND DRAINAGE)

I concur with the recommendations contained in this report.

Charlie Dill

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

"Together, we proudly enhance the quality of life for our community"

Doc ID No: A6131786

ITEM: 2

SUBJECT: SOUTH EAST QUEENSLAND FIRE AND BIODIVERSITY CONSORTIUM ANNUAL

CONTRIBUTION

AUTHOR: PLANNING OFFICER (NATURAL ENVIRONMENT)

DATE: 24 MARCH 2020

EXECUTIVE SUMMARY

This is a report concerning the ongoing financial contribution to and partnership with the South East Queensland Fire and Biodiversity Consortium (SEQFBC). This is a retrospective payment for the 2019-2020 financial year.

RECOMMENDATION/S

That Council provide a financial contribution of \$7,713.47 (excl. GST), as detailed in the sponsorship letter from South East Queensland Fire and Biodiversity Consortium outlined in Attachment 1, to be funded through the 2019-2020 Enviroplan budget.

RELATED PARTIES

SEQFBC is hosted by Healthy Land and Water with the membership committee being made up of representatives from:

- Brisbane City Council
- The City of the Gold Coast
- Gympie Regional Council
- Ipswich City Council
- Lockyer Valley Regional Council
- Logan City Council
- Moreton Bay Regional Council
- Redlands City Council
- Scenic Rim Regional Council
- Somerset Regional Council
- South Burnett Regional Council
- Sunshine Coast Council Regional Council
- Toowoomba Regional Council
- Powerlink
- Queensland Fire & Emergency Services (including the Rural Fire Service Queensland)
- Queensland Parks and Wildlife Service

- Department of Transport and Main Roads Darling Downs District
- Segwater

ADVANCE IPSWICH THEME

Caring for the environment

PURPOSE OF REPORT/BACKGROUND

SEQFBC was established in 1998 and is a network of land managers and stakeholders devoted to providing a coordinated response and best-practice recommendations for fire management, fire ecology and the conservation of biodiversity in the South East Queensland (SEQ) region. SEQFBC is supported through sponsorship and in-kind funding arrangements with currently 19 supporting organisations including South East Queensland local councils, other government agencies, non-government organisations, Queensland Fire and Emergency Services and Powerlink.

Ipswich City Council has been a member of SEQFBC since 2000.

This partnership has enabled Ipswich to continue to advance the Natural Area Estate Fire Management Program through the most up to date fire ecology science and help to support the long-term conservation and biodiversity values contained within Ipswich and throughout South East Queensland.

The benefits to both Council and the community include:

- **Fire Management Information** access to the most up to date information and research on fire management techniques and vegetation processes.
- **Educational Information** access to all SEQFBC products and services, such as manuals, planning kits, information brochures and interpretive materials.
- **Partnership Assistance** assistance with extension, through provision of information, recommendations and guidelines to landholders, such as facilitating workshops.
- Specialist Technical Advice technical support regarding management of fire in bushland including appropriate monitoring techniques, operational and strategic planning guidance.
- **Networking** access to a network of information regarding fire and management issues.
- **Promotional Opportunity** promotion of Council's activities through the Consortium.
- **Council Involvement** representation at Consortium meetings including input into the direction of the Consortium's activities to ensure maximum benefits to Council.

In addition to the broader benefits above, Council has worked continuously over the past 12 months with SEQFBC to ensure their services specifically address the practical requirements

of the Natural Area Estate Fire Management Program. These specific outcomes are detailed in the attached sponsorship letter from SEQFBC (see Attachment 1), and will set up the basis for Council's support in 2019-2020.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Queensland Fire and Emergency Services Act 1990

RISK MANAGEMENT IMPLICATIONS

The primary risk associated with not approving the recommendation is a disconnect with a key non-government network that provides support, services and training regarding best practice fire science from an International, National and Local perspective.

The payment is retrospective for the 2019-2020 financial year, due to continuing discussions with SEQFBC to build stronger alignment between their services and Council's Natural Area Fire Management Program. These discussions will now place Council in a stronger position for next year's program alignment.

FINANCIAL/RESOURCE IMPLICATIONS

The Consortium has sought stakeholder commitments for 2019-2020. An annual Council contribution of \$7,713.47 (excl. GST) was requested as detailed in Attachment 1.

This financial contribution has been included within the Enviroplan budget for the 2019–2020 financial year.

COMMUNITY AND OTHER CONSULTATION

No community consultation was required for this report.

Relevant internal stakeholders were consulted.

CONCLUSION

Council has been requested to provide a funding contribution to the SEQFBC for the 2019-2020 financial year. Council has continued to work with partners and SEQFBC to provide the necessary support for the important work that SEQFBC undertakes and which offers significant and direct benefit to Council. The commitment to funding aligns with actions identified in Ipswich City Council's Nature Conservation Strategy 2015 and the Natural Area Estate Fire Management Program.

The many benefits from partnering with the SEQFBC ensures that Council continues to receive the latest fire research and management practices for the protection of life and property, as well as supporting the long-term conservation and biodiversity values contained within Ipswich and throughout South East Queensland.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1. SEQFBC Partner Letter 🗓 🖺

John Young

PLANNING OFFICER (NATURAL ENVIRONMENT)

I concur with the recommendations contained in this report.

Phil Smith

NATURAL ENVIRONMENT AND LAND MANAGER

I concur with the recommendations contained in this report.

Kaye Cavanagh

MANAGER, ENVIRONMENT AND SUSTAINABILITY

I concur with the recommendations contained in this report.

Charlie Dill

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

"Together, we proudly enhance the quality of life for our community"





8 November 2019 John Young Ipswich City Council PO Box 191 Ipswich QLD 4305 Australia

Benefits of Partnering with the South East Queensland Fire and Biodiversity Consortium

Dear John,

As Acting Manager of the South East Queensland Fire and Biodiversity Consortium (SEQFBC), I would like to thank you for your interest in becoming a financial partner of the South East Queensland Fire and Biodiversity Consortium (SEQFBC) for the 2019/2020 financial year. The existing long term partners and extensive network of SEQFBC are testament to the benefits of being involved in this unique non-government organisation driven by the needs of the broader community and guided by current science. I would also like to recognise the invaluable partnership we have with you as a member of the Steering Committee, thank you again for your contribution and support.

Who are the SEQFBC?

Established in 1998, the SEQFBC is a network of land managers and stakeholders committed to improving fire and biodiversity management outcomes, supporting and disseminating fire ecology research, facilitating partnerships between key stakeholders and building the capacity of land managers and private land owners to address issues of fire management and biodiversity in south-east Queensland.

Established with funding from the National Heritage Trust, the SEQFBC has had several hosts, starting with Logan City Council (1998 – 2002) and moving to Griffith University with a focus on research in late 2002 and from there to the former Natural Resource Management Regional Body for SEQ, SEQ Catchments in 2009. Following a merger in 2016, between SEQ Catchments and Healthy Waterways (forming Healthy Land and Water) the SEQFBC was fortunate to receive continued support.

A history of the evolution of the Consortium was presented at our recent 20th Anniversary Fire Forum held in June in Brisbane this year. This history was also documented in the Forum Program which I have attached for your information.

Currently embedded with Healthy Land and Water, the SEQFBC is supported in part by funding from the Australian Government's National Landcare Program. Current funding provides for a Manager (Dr Samantha Lloyd) three days per week and a Coordinator (Craig Welden) four days per week. SEQ Fire and Biodiversity Consortium priorities and deliverables are guided and supported by a Steering Committee and Working Groups (e.g. Engagement and Training), in parallel with Healthy Land and Water and funding driven commitments.

The business of the SEQFBC is managed on an efficient and very conservative budget. Our service is highly regarded and increasingly in demand, which whilst very positive requires funds to be able to better support the expanding program.







We have recently undertaken a strategic planning exercise to identify our vision, mission, aims and objectives, and key values (below); and to investigate opportunities for growth and financial security. For further information I have attached a copy of the SEQFBC Strategic Plan 2019/20 – 2023/24.

SEQFBC Vision: To be leaders in ecological fire management.

SEQFBC Mission: Translate science into practice for improved fire management and biodiversity conservation.

Broad Aim of the SEQFBC:

Provide a coordinated response and best-practice recommendations for fire management, fire ecology and biodiversity conservation through education, engagement, research and support.

The six core values of the SEQFBC (in alphabetical order):

- · Collaboration we are inclusive, engage broadly and partner with a diversity of stakeholders;
- Commitment we are passionate about translating fire science into practical actions that protect life, property and the environment;
- Communication we provide the latest information on fire science, fire ecology and fire management practice to our partners and stakeholders;
- Expertise we support and foster expertise, experience and knowledge from a suite of fire management experts, locally, nationally and internationally;
- Integrity we strive to ensure all our actions, products and services are to the highest possible standard, strengthen our relationships and reflect our core values; and
- Respect we acknowledge the expertise and experience of others and welcome their contribution to the SEQFBC.

SEQFBC Partnering with Key Stakeholders

One of the key strengths of the SEQFBC is the number and diversity of partners. Each supporting organisation contributes financially and in-kind to the SEQFBC and these contributions increase significantly the value, networking reach, influence, skill base and knowledge potential of the SEQFBC. The contribution of partners is vital in securing and ensuring our ongoing function to achieve SEQFBC's aims and objectives.

SEQFBC partners with an impressive list of 19 supporting organisations (our largest to date) reflecting the extensive support for the SEQFBC in SEQ and illustrating our active and dedicated partnerships over the past 20 years. Current Partners are Brisbane City Council, The City of the Gold Coast, Gympie Regional Council, Ipswich City Council, Lockyer Valley RC, Logan City Council, Moreton Bay Regional Council, Redlands City Council, Scenic Rim Regional Council, Somerset Regional Council, South Burnett Regional Council, Sunshine Coast Council, Toowoomba Regional Council, Powerlink, Queensland Fire & Emergency Services (including the Rural Fire Service Queensland), Queensland Parks and Wildlife Service, Department of Transport and Main Roads - Darling Downs District, SEQ Water and Healthy Land and Water (HLW).







SEQFBC Services and Resources

The SEQFBC offers partners a range of support, services and training – some of these are tangible and easily documented and others are reputational, and value driven and go beyond a monetary figure. For example, our non-government status is highly valued by our partners, especially with regards to community engagement. Further to that, our ability to represent our partners and stakeholders in a way that individual agencies or local governments cannot, is also highly valued (i.e. response to policy and legislation).

Workshops and Training

The SEQFBC Fire Management Planning Workshops aim to educate and engage participants in best practice fire management planning, including the opportunity to develop a Fire Management Plan, utilising the newly revised SEQFBC Fire Management Planning Kit (Attached). Workshops are coordinated by the SEQFBC and delivered in partnership with other key stakeholders, including local officers from the Qld Fire and Emergency Services, the relevant local government, Qld Parks and Wildlife Services, officers from other relevant departments (e.g. Transport and Main Roads) and other key stakeholders (e.g. utility providers). Workshop topics include, the appropriate use of fire in the landscape, recommended fire regimes, plant and animal responses to fire, fire and soil erosion, fire trails, fire preparedness, mapping and government land management agencies fire management programs and strategies.

Between January and October 2019, the SEQFBC provided the following:

- Delivered 9 Fire Management Information Nights to 545 people;
- Delivered five Fire Management Planning Workshops to 102 people (workshops are capped at 30 participants)
- Fire Management Planning Workshop Survey: Surveys revealed a range of results supporting the
 value of the workshops, including that pre the workshop, only 14.8% of attendees reported
 having "good" general knowledge of fire management, with no one reporting "very good". Post
 the workshops, 48.4% of people reported having a "good" to "very good" general knowledge of
 fire management, this being a 33.6% increase in the "good" to "very good" ranking.
- Training: Undertaking a Planning and Building Performance Assessment for Bushfire Protection for LG Officers (17 attendees, one location, 6 9 May); Fire Weather 1 (143 attendees, five locations, May and June); Fire Weather 2 (20 attendees, one location, June); and Overall Fuel Hazard Assessment (129 attendees, seven locations, June).

Other Key Achievements for 2018/19 include:

- The SEQFBC 20th Anniversary Fire Forum (11th June 2019) over 200 people gathered at the Mt Coot-tha Botanic Gardens to celebrate 20 years of the SEQFBC. With the theme Fire, Research and Partnerships, this anniversary forum showcased applied fire ecology and onground fire management projects and programs that highlight the value of partnerships and longevity in applied fire ecology and onground management. The program featured 17 presentations, delivered by 30 presenters from 21 different organisations, with the formal Welcome and Traditional Owner Acknowledgment provided by Margie Milgate (Figure 1). The program (attached) covers the event in more detail.
- Recommended Fire Regime Information Booklet: New 12-page information booklet, produced by the SEQFBC on recommended fire regimes for broad vegetation groups in SEQ. Hard copies distributed to partner organisations.(copy attatched).



Level 19, 160 Ann St, Brisbane QLD 4000 PO BOX 13204 George St, Brisbane QLD 4003 hlw.org.au





- The 2018 Queensland Bushfires Review: Author Inspector-General Emergency Management 2019, tabled in Qld Parliament on the 15 July 2019. Page 79 features the SEQFBC as an example of "good practice" in working with private landowners.
- SEQFBC eNews: Four SEQFBC eNews published and sent to over 1200 subscribers.
- 6th International Fire Behavioural and Fuels Conference, Sydney: SEQFBC presented at the Conference and participated in a panel discussion at the Conference workshop.
- Property Fire Management Planning Kit and the Powerline Easements, Fire and Biodiversity Supplement Supplement with Powerlink
- Finalisation of the SEQFBC Strategic Plan 2019/20 2023/24

SEQFBC Partnership Agreements

In return, for financial and inkind contributions the SEQFBC commits to providing opportunity for the following outcomes to be delivered as direct services from its partnership:

- Management and Coordination of the SEQFBC activities and services by Dr Samantha Lloyd and Craig Welden (respectively) at continued high standard, (estimated value \$8847 for every \$5000 contribution or \$3847 in additional value);
- Free or subsidised attendance to the annual SEQFBC Fire Science forum (estimated at \$250/attendee);
- Delivery of two SEQFBC coordinated training workshops, e.g. Overall Fuel Hazard Assessment (OFHA) training (estimated delivery value of \$1950/partner based on delivery of seven OFHA training workshops);
- 20 x provision of editions of the SEQFBC Enews and additional published articles in newsletters and websites (estimated \$1,000 value/partner);
- Two x advertising opportunities in the SEQFBC eNews (estimated \$2,000 value);
- Provision of hard copies of new SEQFBC Property Fire Management Planning Kit (production value/partner \$3200) and the Fire, Powerline Easements and Biodiversity Supplement (production value/partner \$740);
- Provision of SEQFBC produced educational and/or promotional materials (estimated production value/partner \$1,200 based on four-page fact sheet);
- . One Property Fire Management Planning workshop (estimated value at \$7300 for workshop); and
- One x seat at the SEQFBC steering committee (estimated \$5,000 value)







In addition, the SEQFBC commit to recognising and acknowledging partnering organsiations as a key SEQFBC partner through all relevant promotional and reporting avenues.

We believe this agreement represents better value than if a single organsiation directly engaged the SEQFBC or a consultancy to provide these services and when considered cumulatively, along with the other 19 SEQFBC partners, represents unique land management, community capacity building and networking opportunities.

I look forward to hearing from you and invite you to contact me at any time if I can be of assistance.

Yours sincerely,

Craig Welden Acting Manager

South East Queensland Fire and Biodiversity Consortium



Doc ID No: A5475324

ITEM: 3

SUBJECT: PROPOSED NEW TRUSTEE PERMIT OVER RESERVE FOR RECREATION PURPOSES

- ANZAC PARK SPORTS AND RECREATION CLUB INCORPORATED - 1 MILL

STREET, ROSEWOOD

AUTHOR: PROPERTY OFFICER

DATE: 12 MAY 2020

EXECUTIVE SUMMARY

This is a report by the Property Officer concerning the proposed new Trustee Permit over part of land located at 1 Mill Street, Rosewood, described as Lease B in Lot 638 on SP157096 on SP307623 between Ipswich City Council as Trustee (Council) and Anzac Park Sports and Recreation Club Incorporated. (APSRCI).

RECOMMENDATION/S

- A. That Council terminate the existing Contract with Anzac Park Sports and Recreation Club Incorporated located at 1 Mill Street, Rosewood, described as Lot 638 on SP157096.
- B. That Council as Trustee of the Reserve located at 1 Mill Street, Rosewood enter into a Trustee Permit with Anzac Park Sports and Recreation Club Incorporated (pursuant to section 236 (1)(c) (iii) and (2) of the Local Government Regulation 2012 (QLD)).
- C. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the Trustee Permit to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

RELATED PARTIES

The parties related to this matter include:

Community, Cultural and Economic Development Department (Internal)

ADVANCE IPSWICH THEME LINKAGE

Caring for the community

PURPOSE OF REPORT/BACKGROUND

APSRCI, an incorporated association, has been managing the operation of a public hall over part of a Reserve for Recreation Purposes located at 1 Mill Street, Rosewood (Trust Land) since 2003.

In September 2008, Council and APSRCI entered into a Contract on an ongoing basis for the management of the public hall. The Contract allowed APSRCI to manage the operation of the hall for community, sport and recreation purposes.

Following an internal review it has been noted that a Contract is not a suitable agreement for tenure over the Trust Land under Section 57 of the *Land Act 1994*. The *Land Act 1994* requires that Council enters into a Trustee Permit for short term agreements (< 3 years) or a Trustee Lease (<30 years) for tenure over trust land.

It is recommended that Council terminate the existing Contract with APSRCI and enter into a Trustee Permit to ensure that Council complies with its obligations as Trustee under the Land Act 1994. It is proposed that Council enter into a two (2) year Trustee Permit with APSRCI over part of the Trust Land, at the existing rent amount of Nil.

The Trustee Permit must satisfy all requirements of the *Land Act 1994*, the *Land Regulations 2009* and the State's Operational Policy - Secondary Use of Trust Land.

FINANCIAL/RESOURCE IMPLICATIONS

Council will continue its responsibility for structural repairs and other repairs to the hall, as per the maintenance schedule of the proposed Trustee Permit.

RISK MANAGEMENT IMPLICATIONS

The major risk is that Council is not complying with its obligation as Trustee of the Trust Land under the *Land Act 1994*. This includes providing the correct instrument for offering tenure over the Trust Land. The risk to Council will be removed by terminating the Contract and entering into a new Trustee Permit.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Regulation 2012
Local Government Act 2009
Land Act 1994

COMMUNITY AND OTHER CONSULTATION

Following Council's review of the existing agreement, Council consulted with APSRCI to enter into a more suitable agreement over the Trust Land. At a recent onsite meeting, APSRCI indicated their desire to continue with the management of the hall for a further two (2) year term, which was agreed by Council.

Council will review the future use of this Trust Land within the two (2) year term.

CONCLUSION

It is recommended that Council enter into a Trustee Permit with APSRCI over the Trust Land. The Trustee Permit will encompass the requirements of the *Land Act 1994*, the *Land Regulations 2009* and the State's Operational Policy – *Secondary use of Trust Land*.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

- 1. Survey Plan SP307623 🗓 🖫
- 2. Draft Trustee Permit for 1 Mill Street, Rosewood Utal

Judi Howard

PROPERTY OFFICER

I concur with the recommendations contained in this report.

Brett McGrath

PRINCIPAL PROPERTY OFFICER

I concur with the recommendations contained in this report.

Tony Dunleavy

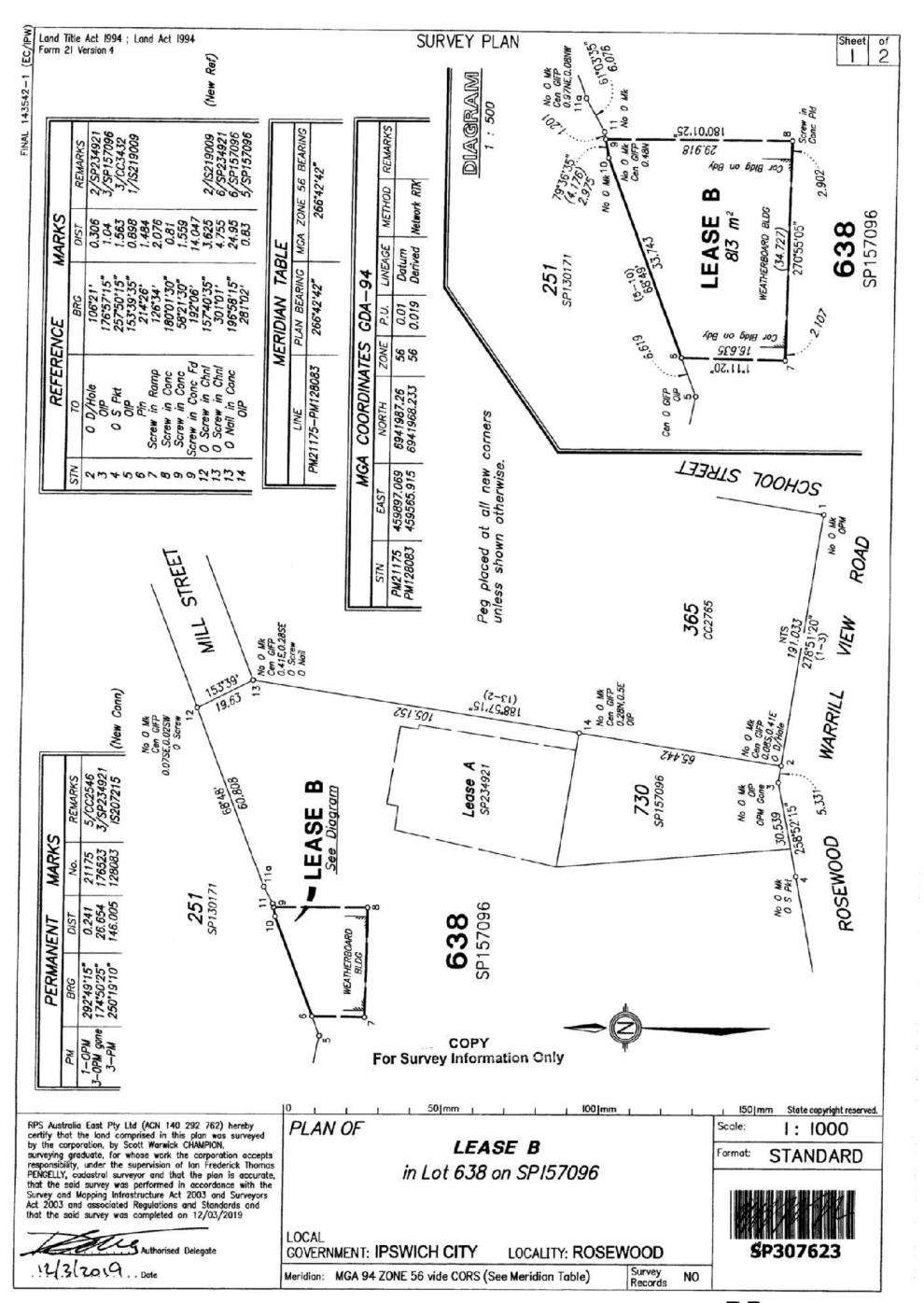
MANAGER LEGAL AND GOVERNANCE (GENERAL COUNSEL)

I concur with the recommendations contained in this report.

Sonia Cooper

GENERAL MANAGER CORPORATE SERVICES

"Together, we proudly enhance the quality of life for our community"



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	(Include add	ress, phone number, refer	ence and Lodger Code)			
. Certificate of Registered Owners or Lessees.	6.	Existing		Created		
/we IPSWICH CITY COUNCIL AS TRUSTEES	Title Reference	Description	New Lots	Road	Secondary Interests	
VIDE GAZETTE 7-3-2003 page 796		Lot 638 SP157096	_	-	Lease B	
Names in full)						
as Registered Owners of this land agree to this plan and dedicate the Public and as shown hereon in accordance with Section 50 of the Land Title Act 19	94.					
as Lessees of this land agree to this plan.						
Signature of *Registered Owners *Lessees						
*Rule out whichever is inapplicable						
2. Planning Body Approval.						
*						
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	EENSLAND LAND REGISTRY d Title Act 1994, Land Act 1994 and Water Act 2000	RUSTEE PERMIT	FORM 7 Version 6 Page 1 of 32
Γ	Dealing Number		1 age 1 a <u>rez</u>
11			
	racy Statement information from this form is authorised by the <u>Land Title Ac</u>	t 1994, the	
Land	d <u>Act 1994</u> and the <u>Water Act 2000</u> and is used to maintain t chable registers in the land registry and the water register. I	he publicly	
infor	mation about privacy in DNRM see the department's website		
1.	Trustee IPSWICH CITY COUNCIL AS TRUSTEE	Lodger (Name, IPSWICH CI	address & phone number) Lodger TY COUNCII Code
	ABN 61 461 981 077	PO BOX 228	6 IH117
		NORTH IPSV Phone: 3810	VICH QLD 4305 6666
_			ests@ipswich.qld.gov.au
2.	Lot on Plan Description LOT 638 ON SP157096		Title Reference
_			49005736
3.		me/Company name and number	(include tenancy if more than one)
		AC PARK SPORTS AND R B INCORPORATED	ECREATION
4.	Interest being leased		
	RESERVE R284		
5.	Description of premises being leased		
	LEASE B IN LOT 638 ON SP157096 ON SP30	07623	
6.	Term of lease trustee permit	7. Rental/Consi	deration
	Commencement date: / /	AS PROVIDE	D IN THE ATTACHED SCHEDULE
	Expiry date: / / Options: NIL		
8.	Grant/Execution		
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	qualification		David Brian Farmer Chief Executive Officer
Wit	nessing Officer		for IPSWICH CITY COUNCIL
	nessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg. Legal Practitioner, JP, C Dec)		Trustee's Signature
9.	Acceptance		
	The trustee permittee accepts the trustee per the trustee permit.	mit and acknowledges the	amount payable or other considerations for
	Witnessing officer must be aware of h	is/her obligations under s	section 162 of the Land Title Act 1994
			seal of ANZAC PARK SPORTS AND I CLUB INCORPORATED is affixed by
			e management committee in the presence of
	-i	, ,	
	signature	/ / Execution Date	John Barry Turner
	full name		Secretary
	qualification		
	Signature	Execution Date	John Peter Sbeghen President/Committee Member
	full name		Permittee's Signature
	qualification		
(Wit	rnessing Officer nessing officer must be in accordance with Schedule 1 of		
the I	Land Title Act 1994 eg. Legal Practitioner, JP, C Dec)		

QUEENSLAND LAND REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000

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1 Definitions and interpretation

1.1 Definitions

These definitions apply to terms used in this Trustee Permit, except to the extent that the context indicates a contrary intention.

Term	Defi	nition			
Act	mea	means the Land Act 1994.			
Commencement Date	mea	means the date specified as the commencement date in item 6 of the Form 7.			
Council	Trus cons trust	means the Ipswich City Council or, if another entity becomes the trustee of the Trust Land under the Act, the trustee (and, in either case, includes, when consistent with the context, any officer of the Ipswich City Council or the trustee who is authorised to administer the relevant provisions of the Trustee Permit.			
Council Property	deco	means all plant and equipment, fixtures, fittings, furniture, furnishings and decorations and other property in, on or fixed to the Premises that are made available by the Council.			
Expiry Date	mea	ns the	date specified as the expiry date in item 6 of the Form 7.		
GST		means any goods and services or similar tax imposed at the point of sale or time of supply on the supply of goods, services or other things in Australia.			
Input Tax Credit	means any GST paid on the supply of goods, services or other things for which the recipient of the supply is entitled to a refund or a credit against other GST otherwise payable by the person.				
Insolvent	mea	ns:			
	(a)	for a	natural person:		
		(1)	the committing of an act of bankruptcy;		
		(2)	being made bankrupt; or		
		(3)	being subject to an arrangement under Part IX or Part X of the Bankruptcy Act 1966;		
	(b)	for a	corporation:		
		(1)	the making of an order for the winding up or reconstruction of the corporation;		
		(2)	being under administration or subject to a deed of company arrangement under Part 5.3A of the Corporations Act 2001;		
		(3)	the appointment of a receiver, receiver and manager, agent in possession, trustee or guardian in respect of any or all of the property of the corporation;		
		(4)	the corporation being taken under section 459F of the Corporations Act 2001 to have failed to comply with a statutory demand; or		
		(5)	the occurrence of an event of the kind described in section 461(1) of the <i>Corporations Act 2001</i> making the corporation liable to be wound up by the court; and		
	(c)	for ar	n incorporated association:		

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Term	Definition	
	(1) being wound up under section 89 of the Associations Incorporation Act 1981;	
	(2) being wound up under section 90 of the Associations Incorporation Act 1981;	
	incorporation being cancelled under section 93 of the Associations Incorporation Act 1981; or	
	(4) any other event of the same, or substantially similar, effect as those specified in paragraph (b) of this definition in relation to corporations.	
Insured Risks	means those disabling causes against which the Council insures in respect of the Premises from time to time.	
KPIs	is defined in clause 7.1(1)(a).	
Manager	means the General Manager (Infrastructure and Environment) of the Council (including a person acting in that position) or such other position within the Council as is nominated by the Council from time to time.	
Minimum Operating Hours	means, on each day other than Christmas Day and Good Friday, from 10am to 6pm with the exception of a period on each day during those hours not	
Minister	means the Minister administering the Act from time to time.	
Permitted Use	means recreation purposes, specifically the operation and management of hall operations associated with that purpose.	
Permittee	is the person named in item 3 of the Form 7.	
Permittee Property	means all plant and equipment, fixtures, fittings, furniture, furnishings and decorations and other property in, on or fixed to the Premises that are not Council Property.	
Premises	means the part of the Trust Land identified in the plan attached to this Trustee Permit.	
Quarter	means each period of 3 months ending on 31 March, 30 June, 30 September and 31 December in each year.	
Rent	means \$1.00 per annum if demanded (plus any applicable GST)	
Services	means the services provided by Council or other authorities to the Premises including, but not limited to, electricity, gas, water, sewerage, air conditioning, fire control and communications together with all plant and equipment relating to those services.	
Trust	is defined in clause 10.4.	
Trust Land	Means Lease B in Lot 638 on SP157096 on SP307623, title reference 49005736.	
Trustee Permit	means, depending on the context: (a) this document; or (b) the rights conferred on the Permittee by this document.	
WHSMS	is defined in clause 4.4(3)(a).	

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1.2 Interpretation

In this Trustee Permit:

- a reference to a person includes the person's executors, administrators, successors, assigns, substitutes and persons who take by novation;
- (2) where a party is more than one person, each person is bound as an individual and they are all bound together;
- (3) headings have been inserted for guidance only and do not affect the interpretation of this Trustee Permit;
- (4) a reference to a statute (or a statutory instrument) includes its amendments and replacements (including statutes and statutory instruments dealing with the same or substantially similar subject matter) and the regulations and other statutory instruments under it and them; and
- (5) defined terms have the meanings given them in this Trustee Permit, whether written in the upper case, lower case, or both upper and lower case.

1.3 General and specific provisions

- (1) If
 - a provision of this Trustee Permit (the specific provision) imposes an obligation on the Permittee;
 and
 - (b) that obligation would, whether or not the specific provision was in this Trustee Permit, have fallen within the scope of another provision of this Trustee Permit (the **general provision**) that imposes a wider or more general obligation on the Permittee, then:
 - (c) the general provision is not to be read down by reference to, or because of the inclusion in this Trustee Permit of, the specific provision; and
 - (d) if an act, omission, event or circumstances arise that constitutes a breach of the specific provision, the Council may treat it as a breach of the specific provision or of the general provision or of both.
- (2) If:
 - a provision of this Trustee Permit (the specific provision) confers a power or right on the Council or the Manager or both; and
 - (b) that power or right would, whether or not the specific provision was in this Trustee Permit, have fallen within the scope of another provision of this Trustee Permit (the **general provision**) that confers a power or right on the Council or the Manager or both, then:
 - (c) the general provision is not to be read down by reference to, or because of the inclusion in this Trustee Permit of, the specific provision; and
 - (d) the Council or the Manager or both may exercise the power or right under the specific provision or under the general provision or under both.

2 Grant and duration of Trustee Permit

2.1 Grant

- (1) Subject to the other provisions of this Trustee Permit, the Council grants to the Permittee a trustee permit under the Act
- (2) The Permittee accepts the grant of the Trustee Permit.

2.2 Duration

The term of the Trustee Permit starts on the Commencement Date.

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- (2) The term of the Trustee Permit ends on the earlier of:
 - (a) the Expiry Date; or
 - (b) the Trustee Permit being terminated or cancelled under the provisions of the Trustee Permit or the Act.

2.3 Limitations

- (1) The Trustee Permit does not give the Permittee:
 - (a) any right to use any of the Trust Land after the term of the Trustee Permit ends;
 - (b) a right to renew the Trustee Permit; or
 - (c) a right to be given a more secure tenure over the Trust Land.
- (2) If the Premises are not the whole of the Trust Land, the Trustee Permit does not authorise the Permittee to use any part of the Trust Land other than the Premises.

3 Financial matters

3.1 Rent

On the Commencement Date, the Permittee must pay the Rent to the Council.

3.2 Specific outgoings

- The Permittee must pay on time:
 - (a) all assessments for Services supplied to the Premises, including telephone, water, electricity and gas;
 - (b) all assessments for Services supplied to the Premises by a government or local government (including the Council itself), including waste services;
 - all salaries, wages and related costs and expenses incurred in the employment or engagement of employees or contractors by or for the Permittee at the Premises or in connection with the business operated at or from the Premises;
 - (d) all expenses incurred in complying with the Permittee's obligations under the Trustee Permit;
 - (e) all expenses incurred by or for the Permittee in advertising and marketing the Premises or the business carried on at or from the Premises; and
 - (f) general materials and products used in operating the Premises or the business carried on at or from the Premises.
- (2) The Council will pay any local government general rates assessed against the Premises.

3.3 Costs

The Permittee must pay:

- (1) Their own legal and other costs, charges and expenses (on a full indemnity basis) incidental to:
 - (a) preparing, negotiating and stamping the Trustee Permit;
 - (b) an application for a consent under the Trustee Permit even if consent is not given;
 - a surrender, termination, cancellation, attempted termination or attempted cancellation of the Trustee Permit;
 - (d) any lawful notice given to the Permittee under the Trustee Permit;
 - (e) any proceedings which the Council brings to enforce the Permittee's performance of the Trustee Permit; and
 - (f) any other costs which the Council incurs because the Permittee breaches the Trustee Permit; and

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- (2) registration fees payable on:
 - (a) the Trustee Permit;
 - (b) any plan necessary for the registration of the Trustee Permit;
 - (c) any amendment or variation of the Trustee Permit; and
 - (d) any surrender, termination or cancellation of the Trustee Permit.

3.4 GST

- (1) All amounts which the Permittee is required to pay to the Council under the Trustee Permit (including but not limited to rent) are exclusive of GST.
- (2) If the Council is required to pay GST for a supply by the Council under the Trustee Permit, the Permittee must pay an additional amount to the Council equal to the GST payable. Any such additional amount must be paid by the Permittee to the Council on the due date of payment for the supply on which the GST is payable.
- (3) The Council must not later than seven days before the date the Permittee is required to pay to Council the increased amount for GST (or such other period as may be prescribed by law) provide to the Permittee a tax invoice
- (4) If a payment to a party under this Trustee Permit is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense.

4 Use of Premises

4.1 Permitted Use

- (1) The Permittee must use the Premises only for the Permitted Use and associated storage.
- (2) The Permittee represents and warrants that it has relied exclusively on its own enquiries in connection with this Trustee Permit and not on any representation or warranty made by the Council or on the Council's behalf except as set out in this Trustee Permit and that the Council has not represented and warranted that the premises are suitable or may be used for the Permitted Use.

4.2 Uses with written consent

The Permittee must not, without the prior written consent of Council:

- (1) use any form of light, power or heat other than electrical current or gas supplied through meters (except auxiliary power or lighting, other than an exposed flame, during power failures or restrictions) on the Premises; or
- (2) interfere with any Services.

4.3 Compliance

- (1) The Permittee must comply with all laws and local government requirements and all notices, orders, requisitions and requirements issued under those laws and local government requirements and which relate to:
 - (a) the Premises;
 - (b) the Council Property; and
 - (c) the Permittee's use and occupation of the Premises.
- (2) Without limitation, this includes all local laws made by the Council or by the local government whose local government area from time to time includes the Premises. If there is any inconsistency between a provision of this Trustee Permit and a provision of any of those local laws, the provision of the local law prevails to the

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extent of the inconsistency. However, there is no inconsistency just because one of the provisions is more onerous on the Permittee.

4.4 Management

- (1) The Permittee must comply with the reasonable requirements of the Council or the Manager in relation to the proper management of the Premises, for example cleanliness, control of vermin, emergency drills and procedures, and installation, operation and maintenance of equipment.
- (2) The Permittee must ensure that the Premises and the Permittee's use of the Premises comply at all times with:
 - (a) all statutory health and safety obligations including, but not limited to, obligations under:
 - (i) the Workplace Health and Safety Act 1995;
 - (ii) the Fire and Rescue Service Act 1990;
 - (iii) the Environmental Protection Act 1994; and
 - (iv) the Dangerous Goods Safety Management Act 2001; and
 - (b) all obligations under all other laws and the requirements of all authorities including, but not limited to, obligations under:
 - (i) the Food Act 2006; and
 - (ii) the Public Health Act 2005.
- (3) The Permittee must:
 - (a) at all times have in place a documented workplace health and safety management system (WHSMS);
 - (b) ensure that the WHSMS is at all times suitable for the nature of the activities carried on at or from the Premises so as to ensure compliance with all applicable legal requirements relating to health and safety at the Premises, including (but not limited to):
 - (i) the Permittee's safety policy;
 - (ii) the identification of a responsible person for the Premises and his or her responsibilities;
 - (iii) safety procedures;
 - (iv) training and induction;
 - (v) inspection and test plan and audit processes; and
 - (vi) safety records;
 - (c) give the Council a full copy of the WHSMS whenever the Council asks for it;
 - give the Council any evidence the Council requests to demonstrate whether the Permittee has complied with, or is complying with, its WHSMS; and
 - (e) comply with a request under paragraph (c) or (d) promptly and, in any event, within 7 days.

4.5 Proper use of facilities

- (1) The Permittee must use the toilets, sinks, drainage and plumbing facilities in the Premises only for the purpose for which they were constructed or provided, and must not deposit any rubbish in those facilities.
- (2) The Permittee must promptly make good any damage it causes or caused by the Permittee's employees, members, guests or invitees to the reasonable satisfaction of the Council.
- (3) The Permittee must only prepare or cook food in an area installed and properly equipped for those purposes.
- (4) The Permittee must prohibit smoking within all buildings and grounds of the Premises.

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4.6 Prohibitions

The Permittee must not:

- (1) obstruct access to, overload or otherwise interfere with or damage Services;
- (2) damage or destroy anything on the Premises;
- (3) do anything dangerous, noxious, annoying, offensive, immoral or illegal on the Premises;
- (4) do anything to pollute the Premises or its environment; or
- (5) without the Council's approval, keep or use inflammable explosive or volatile materials on the Premises.

4.7 Signs and installations

The Permittee must not display any signs or place any installations on the Premises without the prior written consent of the Council.

4.8 Cleanliness and security

The Permittee must:

- (1) keep the Premises thoroughly clean;
- (2) properly clean the floors, windows, shopfront and any other area accessible or visible to the public on a daily basis
- (3) notify the Trustee about any infectious disease at the Premises, and must disinfect and fumigate the Premises to rid them of the disease:
- (4) keep the Premises free from weeds, pests, rodents, termites, cockroaches, vermin, and must have the premises preventatively sprayed or treated for rodents, termites, cockroaches, vermin and pests:
 - (a) as often as it is reasonable to expect it to be done; and
 - (b) in any event, whenever the Trustee requires (but no more than once per year).
- (5) remove any useless property from the Premises;
- (6) remove all wet refuse daily and all other refuse periodically from the Premises;
- (7) not allow rubbish to build up in the Premises and must ensure that all rubbish is regularly removed from the Premises; and
- (8) store all refuse in proper receptacles located in the Premises; and
- (9) must keep all exterior doors and windows in the Premises locked when nobody is at the Premises;
- (10) The Trustee may (but has no obligation to) enter the Premises to:
 - (a) lock any doors and windows; or
 - (b) check the general security of the Building.

4.9 Fire regulations

The Permittee must:

- (1) comply with insurance regulations and any lawful directions given by the Council or competent authority;
- (2) pay to the Council the cost of any alterations to the sprinklers or fire alarm installation which is necessary because the Permittee has not complied with the regulations and requirements of a local authority, the Insurance Council of Australia or the Council's insurer;
- (3) carry out fire drills when required;
- (4) comply with emergency evacuation procedures;

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- (5) appoint fire controllers and fire wardens;
- (6) give the Council written reports or other evidence as and when required by, and satisfactory to, the Council to show that the Permittee has complied with its obligations under this clause; and
- (7) not use any flammable substance at the Premises other than in the ordinary course of the Permitted Use.

5 Repairs and alterations

5.1 General repair and maintenance obligations

- (1) The Permittee, must at its expense, keep the Premises and the Council Property in good repair and working order
- (2) The Permittee's obligation under subclause (1) does not extend to damage:
 - (a) caused by reasonable wear and tear; or
 - (b) caused by Insured Risks unless the Permittee caused or contributed to the damage so that the Council is either unable to make an insurance claim or to recover the full amount that would otherwise have been paid out by the insurance company to the Council, and unless subclause (3) says the obligation extends to the damage.
- (3) The Permittee's obligation under subclause (1) does, however, extend to damage caused by a risk for which the Permittee is required to hold insurance under the Trustee Permit (regardless of whether the Permittee actually holds insurance against the risk or can recover on any insurance and regardless of whether the risk also happens to be an Insured Risk).
- (4) The Permittee is expressly required to do structural work that is necessary for the Permittee to fulfil its obligations under this clause (but subject to clause 5.3).

5.2 Specific repair and maintenance obligations

- (1) The Permittee must promptly and at its expense:
 - restore the finishes of the interior of the Premises to their original condition in a proper and workmanlike manner to the satisfaction of the Council as often as the Council reasonably requires;
 - (b) repair and replace all:
 - (i) broken glass (irrespective of the cause) with glass of the same or substantially similar quality;
 - (ii) damaged or broken lighting and electrical equipment (including light globes, starters and fluorescent tubes);
 - (iii) damaged or broken heating equipment due to misuse or incorrect operation
 - (iv) replace tap washers, parts and fittings if they become broken or do not work properly; and
 - (v) damaged, broken or blocked plumbing on the Premises;
 - (c) Council will maintain the grounds, lawns and gardens which comprise part of the Premises, and keep them tidy:
 - (d) keep all areas designated or intended for the parking or movement of vehicles, including any installations or infrastructure on those areas, cleaned, maintained and in good repair;
 - (e) not without the written consent of the Council destroy, damage or remove any tree or shrub on the Premises;
 - (f) keep the parts of the Premises and the Council Property mentioned in subclause (2) in good repair and working order (including by replacing any Council Property if necessary to achieve that object);
 and

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- (g) regularly clean and service any grease traps in or on the Premises.
- (h) If the premises are air conditioned, the Permittee shall keep the air-conditioning equipment in a state of good repair, order and preservation. The Permittee shall pay the cost associated with such maintenance and servicing provided that the Permittee shall not be required to undertake work of a capital nature.
- (2) The parts of the Premises and the Council Property to which paragraph (1)(f) apply are:
 - (a) lamp shades;
 - (b) fabric located on walls, ceilings or floor surfaces of buildings;
 - (c) windows and glass;
- (3) The Permittee's obligation under paragraph (1)(f) does not extend to damage caused by:
 - (a) reasonable wear and tear; or
 - (b) Insured Risks unless the Permittee caused or contributed to the damage so that the Council is either unable to make an insurance claim or to recover the full amount that would otherwise have been paid out by the insurance company to the Council, and unless subclause (4) says the obligation extends to the damage.
- (4) The Permittee's obligation under paragraph (1)(f) does, however, extend to damage caused by a risk for which the Permittee is required to hold insurance under the Trustee Permit (regardless of whether the Permittee actually holds insurance against the risk or can recover on any insurance and regardless of whether the risk also happens to be an Insured Risk).
- (5) The Permittee is expressly required to do structural work that is necessary for the Permittee to fulfil its obligations under this clause (but subject to clause 5.3).
- (6) The Permittee must ensure that any Council Property:
 - is not removed from the Premises (other than by the Council or someone authorised by the Council);
 and
 - (b) is not used for any purpose for which it was not intended or made.
- (7) The Permittee acknowledges that the Council may remove Council Property from the Premises from time to time and install or provide new or other Council Property

5.3 Structural work

- (1) The Permittee must (but otherwise is not obliged) to do structural work unless that work is needed because
 - (a) the Permittee's act, neglect or default;
 - (b) the Permittee's particular use of the Premises;
 - (c) the number, sex or characteristics of the Permittee's employees, contractors, directors, officers, managers or members;
 - (d) an express requirement in this Trustee Permit to do structural work; or
 - (e) a requirement reasonably imposed by the Council to do the work in order to eliminate or reduce any risk or potential for danger to:
 - (i) the Premises;
 - (ii) people on or who may enter or use the Premises;
 - (iii) the Council Property; or
 - (iv) any neighbouring premises or people on or who may enter or use any neighbouring premises.
 - (f) The Permittee must obtain prior written consent from Council (subject to clause 10.7).

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- (2) To remove any doubt, the Permittee is also required to do work that is not of a structural nature if the work is needed for any of the above reasons.
- (3) The Permittee must not
 - (a) make any structural modification to the Premises (whether or not the Permittee is obligated to do the work under subclause (1));
 - install any electrical wiring, equipment or appliance to provide water, gas, lighting, air-conditioning, heating, cooling or ventilating to the Premises;
 - (c) install any partitions; or
 - (d) carry out any other works to the Premises (other than minor repairs and maintenance), without the Council's approval.
- (4) The Permittee must not construct any structural improvements on the Trust Land.

5.4 Carrying out works

The Permittee must ensure that the work it does is done:

- (1) in a proper and workmanlike manner;
- (2) by contractors approved by the Council (which must not unreasonably withhold its approval);
- (3) without causing unreasonable disturbance to neighbouring property owners; and
- (4) in accordance with:
 - any conditions imposed by the Council (including about what parts of the works are to remain or be removed and what is to be reinstated and to what condition when the Permittee vacates the Premises);
 - (b) any plans, specifications or schedule of finishes approved by the Council;
 - (c) all laws and the requirements of all authorities; and
 - (d) the Council's other reasonable requirements and directions.

5.5 Notice of repair

- (1) The Council may serve the Permittee with a written notice requiring the Permittee to repair, within a reasonable time, a defect which it is the Permittee's responsibility to repair under the Trustee Permit.
- (2) If the Permittee does not carry out those repairs within a reasonable time, the Council may carry out those repairs, at the Permittee's expense, after giving the Permittee advance notice.

5.6 Fencing

The Permittee must not, without the prior written consent of the Council, fence the Premises.

5.7 Town planning applications

The Permittee will pay all fees and costs, including Council fees, associated with any approval, including any Council approval, required for the use of the Premises under this Trustee Permit.

5.8 Permittee's notification of required maintenance

The Permittee must advise the Council of any repair or maintenance work required on the Premises which is not the responsibility of the Permittee under this Trustee Permit as soon as the Permittee becomes aware that the work is required.

5.9 Permittee's obligations at end of term

(1) The Permittee must on or before the last day of the term of the Trustee Permit

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- (a) give the Premises back to the Council in good repair and working order, except for reasonable wear and tear and having regard to their condition at the commencement of the Trustee Permit, and clean and free from rubbish:
- (b) give all Council Property back to the Council in good repair and working order, except for reasonable wear and tear and having regard to their condition at the commencement of the Trustee Permit or the later time when the Council provided the Council Property;
- (c) carry out any necessary repairs to the reasonable satisfaction of the Council;
- (d) remove all plant, equipment and goods belonging to anyone other than the Council or the Permittee;
- (e) remove all of the Permittee Property which has not in any way been affixed to the Premises;
- (f) remove all signs that have been installed by the Permittee (unless the Council notifies the Permittee to leave them); and
- (g) remove all those items of the Permittee Property affixed to the Premises which the Council has notified to the Permittee that it requires to be removed from the Premises.
- (2) Any of the Permittee Property which is affixed to the Premises becomes the property of the Council when it is affixed to the Premises. The Permittee may not remove it unless the Council gives the Permittee a notice to remove it under paragraph (1)(g).
- (3) If the Permittee does not remove any of the Permittee Property in accordance with this clause, then the Council may treat it as abandoned and the Council may, at the Permittee's expense, remove, store, appropriate and dispose of it as the Council sees fit.
- (4) The Permittee is not required by this clause to do work which is the responsibility of the Council under this Trustee Permit
- (5) If the Trustee Permit is cancelled:
 - (a) despite anything else in this clause, the Permittee is not authorised to remove the Permittee's improvements on the Trust Land except as provided by section 66 of the Act; and
 - (b) if the Council or the Minister allows the Permittee to remove the Permittee's improvements on the Trust Land, under section 66 of the Act, the Permittee must remove those improvements and repair any damage caused to the Premises by the removal to the reasonable satisfaction of the Council.

5.10 Council may inspect

Council may at all reasonable times (and at any time in case of emergency) enter upon the Premises and any improvements and view the state of repair thereof and make such reasonable investigations as Council may deem necessary for the purpose of ascertaining whether or not there has been any breach of the covenants and conditions contained or implied in this Trust Permit

6 Management obligations

6.1 General management obligations

- (1) The Permittee must manage the Premises so as to provide for:
 - (a) proper maintenance of the facilities on the Premises;
- (2) The Permittee must provide for:
 - (a) the efficient and proper management of the Premises;
 - (b) the operation of the Premises as a high quality and attractive venue for its intended purposes;
 - (c) the safety and security of people working in, using or visiting the Premises and their property; and

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- (d) the fulfilment of the Permittee's obligations under this Trustee Permit by implementing, resourcing and utilising management information systems suitable for enabling the Permittee to efficiently comply with its obligations under this Trustee Permit according to contemporary management standards.
- (3) The Permittee must comply with the reasonable and lawful directions that the Council gives the Permittee from time to time in relation to the efficiency, operation or general management of the Premises.
- (4) The Permittee must ensure that the Premises are marketed and promoted in accordance with the Permittee's obligations under this Trustee Permit and any relevant policies adopted by the Council and notified to the Permittee.
- (5) The Permittee must:
 - (a) prepare and implement programs for all activities and services provided at or from the Premises from time to time; and
 - (b) ensure that those activities and services are provided in an orderly, proper and safe manner.
- (6) The Permittee must:
 - (a) provide for and see to the recruitment, training, supervision and employment of a sufficient number of staff working at the Premises so as to enable the Permittee to fulfil its obligations under this Trustee Permit; and
 - (b) properly, professionally and adequately supervise those staff.
- (7) This clause is not to be taken to limit or qualify another obligation of the Permittee under this Trustee Permit.

6.2 Specific management obligations

The Permittee must:

- (1) ensure that all staff employed or working at the Premises:
 - (a) wear uniforms;
 - (b) are neat and clean in appearance;
 - (c) are courteous to the public; and
 - (d) are drug-free in a state of strict sobriety at all times;
- (2) manage any incidental services provided at the Premises, such as kiosks and shops (but this does not authorise the Permittee to give anyone else the right to use the Premises or to itself do anything outside the scope of the Permitted Use or which is otherwise in breach of this Trustee Permit);
- (3) promote and work towards energy efficiency in the use of Services (particularly water, heating and electricity);
- (4) get the Council's approval before undertaking any sponsorship arrangement with any person for the Premises or any event carried on at the Premises;
- (5) take all reasonable precautions to minimise water wastage and comply with all directions given by the Council regarding water conservation;
- (6) regularly inspect and maintain surveillance of the Premises and Council Property; and
- (7) as soon as practical after opening the Premises on any day, perform a physical security inspection of the Premises.

6.3 Operating hours

- (1) The Permittee must operate the Permitted Use from the Premises; during the Minimum Operating Hours.
- (2) The Permittee must give the Council at least 5 business days' advance notice if the Permittee intends to operate the Permitted Use from the Premises or have the Premises open on a public holiday under the Holidays Act 1983.

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(3) Nothing in the Trustee Permit requires or authorises the Permittee to operate the Permitted Use from the Premises or have the Premises open at any time when it is not lawful to do so.

6.4 Branding and publicity

- (1) The Permittee must not install, paint, write or put a Sign in or on the Premises or Building unless the Permittee has the Council's consent or the Sign::
 - (a) is entirely inside the Premises; and
 - (b) is in connection with a Permitted Use; and
 - (c) complies with any applicable Law; and
 - (d) is not affixed or attached to the Premises or any Facility.
- (2) The Permittee:
 - (a) must not make any statement to any media either on behalf of the Council or in relation to the management and operation of the Premises;
 - (b) must immediately refer all enquiries from the media to the Council; and
 - (c) must notify the Council immediately if there is an event, occurrence or incident at or associated with the Premises which receives or is likely to receive media attention of any kind.
- (3) The Permittee must comply with all policies determined by the Council from time to time with respect to third party agreements, including those relating to hosting events.

6.5 Council's cyclic asset maintenance and renewal

- (1) The Council may from time to time:
 - (a) implement a cyclic asset maintenance and renewal program in relation to the Premises and the Council Property; and
 - (b) notify the Permittee of the program.
- (2) The Council does not have an obligation to the Permittee to have or to follow the program.
- (3) The Permittee must schedule activities and events at the Premises affected by:
 - (a) the Council's cyclic asset maintenance and renewal program; or
 - (b) a notice by the Council to the Permittee of its intention to enter the Premises in connection with the program, so as to ensure that those activities and events do not conflict with, disrupt or impede the Council's entry to the Premises and carrying out of any work by or for the Council.

7 Reporting and review

7.1 KPIs and quarterly reports

- (1) The Council may from time to time notify the Permittee of:
 - (a) key performance indicators (KPIs) against which the Council proposes to assess the standard and quality of performance by the Permittee in carrying out its obligations under this Trustee Permit; and
 - (b) the quantitative data or qualitative criteria to which the Council proposes to have regard in making that assessment.
- (2) Unless and until the Council notifies the Permittee of new ones, the KPIs are the Permittee's obligations under subclause 6.1(1).
- (3) The Permittee must, within 10 business days after the end of the Quarter, give the Council a report that:

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- (a) assesses the Permittee's performance of its functions and obligations under this Trustee Permit during the preceding Quarter, with particular reference to the KPIs prevailing during that Quarter;
- (b) gives attendance figures for the Premises for each month during the Quarter; and
- (c) contains other information or content that the Council decides and notifies to the Permittee from time
- (4) The Council may, after the end of a Quarter, conduct its own assessment of the Permittee's performance of its functions and obligations under this Trustee Permit during the preceding Quarter, with particular reference to the KPIs prevailing during that Quarter.
- (5) In connection with that assessment, the Council may require the Permittee to:
 - (a) attend meetings, or have specified employees or officers of the Permittee attend meetings, with representatives of the Council;
 - (b) give information to the Council; and
 - (c) do other things the Council reasonably requires,
 - (d) and the Permittee must comply with those requirements.
- (6) The Council may, after it has either or both:
 - been given a report by the Permittee on the Permittee's performance of its functions and obligations under this Trustee Permit; and
 - (b) conducted its own assessment of the Permittee's performance,
 - (c) give the Permittee a report or a notice that specifies actions, processes, outcomes or objectives that the Council requires the Permittee to do, implement or achieve in the management of the Premises, and the Permittee must comply with the report or notice.

7.2 Reporting of damage etc.

- The Permittee must immediately report to the Council if the Permittee knows or should reasonably know of any:
 - (a) defect;
 - (b) want of repair; or
 - (c) facts or circumstances presenting a potential danger to any person or property,
 - (d) in or in relation to the Premises or Council Property.
- (2) The report must set out:
 - (a) the Permittee's intended actions for rectifying the defect, want of repair or facts or circumstances presenting the potential danger (if rectification is the Permittee's responsibility under this Trustee Permit); and
 - (b) the Permittee's recommendations for rectifying the defect, want of repair or facts or circumstances presenting the potential danger (if rectification is not the Permittee's responsibility under this Trustee Permit).

7.3 Reporting of incidents

- The Permittee must promptly (and in any event within 1 week) report to the Council if the Permittee knows or should reasonably be aware that an incident mentioned in subclause (2) has occurred at or in relation to the Premises. The report must contain:
 - (a) complete details of the incident;
 - (b) the investigations conducted by the Permittee into the incident;

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- (c) the results of those investigations; and
- (d) the Permittee's strategies and recommendations to prevent future occurrences of the incident or of incidents of a similar kind.
- (2) The incidents to which this clause applies are:
 - (a) the occurrence of environmental harm (as defined in the *Environmental Protection Act 1994*) to the Trust Land or to any other land as a result of anything done or happening on the Premises;
 - (b) incidents of major or significant property damage occurring to or at the Premises;
 - (c) incidents of major or significant injury to any person occurring at the Premises;
 - (d) the death of any person at the Premises;
 - (e) workplace incidents as defined in the Workplace Health and Safety Act 1995; and
 - (f) occurrences or events that disrupt normal procedures or cause a crisis.

7.4 Reporting of security breaches

- The Permittee must promptly (and in any event within 1 business day) report to the Council if the Permittee knows or should reasonably be aware that a security incident or breach has occurred at the Premises.
- (2) The Permittee must:
 - (a) respond in an appropriate, effective and efficient manner to any security incident or breach that the Permittee has, or was required to, report to the Council under subclause (1); and
 - (b) give the Council further reports as the Permittee formulates and implements that response or whenever the Council requires.

7.5 Reports generally

- (1) The Permittee must ensure that each report the Permittee is required to give the Council under this Trustee Permit is:
 - (a) in sufficient detail to comply with any reasonable requirements of the Council;
 - (b) in any form; and
 - (c) given in the medium and in the way,
 - (d) that the Council decides and notifies to the Permittee from time to time.
- (2) The Permittee:
 - (a) warrants and represents to the Council that each of those reports will be accurate, up-to-date, not incomplete in any material particular and not misleading; and
 - (b) is taken to repeat that warranty and representation every time the Permittee gives the Council one of those reports.

8 Insurance

8.1 Public liability insurance

(1) The Permittee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* or, in any other case, to the satisfaction of the Minister, naming the Permittee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the Premises or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof. Such policy must:

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- (a) be for an amount of not less than \$20,000,000 in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require;
- (b) be effected on a 'claims occurring' basis so that any claim made by the Permittee under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions;
- (c) be effected on such other reasonable terms and conditions as may be required by the Minister; and
- (d) be maintained at all times during the currency of the Trustee Permit.
- (2) The Permittee must, as soon as practicable, inform the Minister and the Council, in writing, of the occurrence of any event that the Permittee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and the Council are kept fully informed of subsequent actions and developments concerning the claim.
- (3) The Permittee must renew such policy, at the Permittee's expense, each year during the currency of this Trustee Permit and forward a certificate of currency to the Council within 14 days of the commencement of each respective renewal period.
- (4) Upon receipt of a notice of cancellation, the Permittee must immediately effect another public liability policy in accordance with the provisions of this clause.
- (5) Subclause (1) will be satisfied if the Permittee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.

8.2 Other insurance

- The Permittee must:
 - (a) have other insurances which are required by law; and
 - (b) insure against any other risk reasonably required by the Council, at all times during the term of the Trustee Permit.
- (2) The Permittee must
 - (a) effect each policy with an insurer of good repute and apparently sound financial backing and authorised under the *Insurance Act 1973* to carry on insurance business;
 - (b) take out and maintain the policy in the name of the Minister, the Council and the Permittee for their respective liabilities:
 - (c) ensure that the cover under the policy includes loss or damage to property and death of or injury to
 - (d) give the Council a certificate of currency issued by the insurer before the term of the Trustee Permit starts, before each renewal date of the policy, and at any other time which the Council notifies to the Permittee in writing
- (3) The Permittee is not required by this clause to insure any building on the Trust Land or the Council Property.

8.3 Additional premiums

The Permittee must pay any extra premiums incurred by the Council for any extra risk caused by the use of the Premises by the Permittee.

8.4 Prejudice of insurance

The Permittee must not do nor omit to do anything which may:

increase the insurance premium; or

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(2) allow the insurer to refuse a claim, of or under any insurance policy taken out by the Council in relation to the Premises.

9 Release, indemnity and liability

9.1 Exemption from liability

- (1) The Permittee occupies and uses the Premises at its own risk (except for personal injuries to the extent that the Council, its servants or contractors causes them).
- (2) Neither the Council nor the Minister is liable to the Permittee for damage to the Permittee Property or for loss of profits, no matter how it is caused, including that caused by:
 - (a) any defect in the Premises;
 - (b) any defect in the operation of facilities or Services to the Premises; and
 - (c) water, fire or other like cause.

9.2 Indemnity

- (1) The Permittee indemnifies the Council and the Minister against any action, demand, proceeding, loss, expense or other liability arising during or after the term of the Trustee Permit from:
 - (a) the Permittee not complying with the obligations imposed by the Trustee Permit;
 - (b) the Permittee's use of the facilities or services to the Premises;
 - (c) the escape of any substance from the Premises or a place on the Premises other than through something done by the Council; or
 - (d) the Permittee occupying and using the Premises.
- (2) This indemnity:
 - extends to any action, demand, proceeding, loss, expense or other liability made or brought against the Council or the Minister by the Permittee or by any other person or incurred by the Council or the Minister to or in favour of the Permittee or any other person;
 - (b) extends to penalties and legal and other costs incurred by the Council or the Minister;
 - (c) may be enforced by the Council or the Minister at or prior to the finalisation or establishment of the action, demand, proceeding, loss, expense or other liability to which it relates; and
 - (d) does not apply to an action, demand, proceeding, loss, expense or other liability for personal injuries to the extent that it is caused by the Council or the Minister and their respective servants and contractors.
- (3) The Council's and the Minister's exemption from liability and indemnity extend to their respective servants and contractors

9.3 Council has no responsibility to supervise

The Permittee acknowledges and agrees that the Council:

- is not under this Trustee Permit subject to;
- (2) does not assume; and
- (3) will not be taken as a result of any act or omission to be subject to or to have assumed, any obligation to supervise or monitor the Permittee in its use of the Premises or in its compliance or otherwise with its obligations under this Trustee Permit.

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9.4 Obligations not exhaustive

The Permittee acknowledges and agrees that:

- (1) the Permittee's obligations under this Trustee Permit are not, and are not intended to be, an exhaustive code of the risk management or other measures that the Permittee must employ in order to fulfil its duty of care or other legal obligations; and
- (2) the Permittee is solely responsible for:
 - (a) determining or finding out whether it must employ other measures, in addition to fulfilling its obligations under this Trustee Permit, in order to comply with its duty of care and its other legal obligations; and
 - (b) employing and effectively carrying out those other measures.

9.5 Permittee indemnifies Council

The Permittee specifically agrees that:

- (1) the indemnity contained in clause 9.2 extends to any action, demand, proceeding, loss, expense or other liability that could have been brought or made against or incurred by the Council but for clause 9.3 or 9.4; and
- (2) despite anything else in clause 9.2, only the Permittee will be taken to have caused an action, demand, proceeding, loss, expense or other liability even if:
 - the Council or the Manager had but did not exercise the power, under this Trustee Permit or otherwise, to direct or require the Permittee to do something that would or could have prevented the action, demand, proceeding, loss, expense or other liability; or
 - (b) the Council or the Manager had and did exercise such a power, except to the extent that the action, demand, proceeding, loss, expense or other liability is a direct and inevitable consequence of the Permittee doing something it was directed or required to do under that power (as distinct from merely being a consequence of the way the thing was done).

9.6 Council released on change of trustee

If a person other than the Council becomes the trustee of the Trust Land, then the Council is released from all obligations under this Trustee Permit after the other person becomes the trustee.

10 Other matters

10.1 Nature of Trustee Permit

- (1) The Trustee Permit does not give the Permittee:
 - (a) any estate or interest in the Trust Land; or
 - (b) exclusive possession of the Premises.
- (2) The Permittee cannot exclude the Council, or the Council's invitees or anyone else the Council authorises to use the Premises for the community purpose for which the Trust Land was dedicated or granted in trust or a purpose consistent with that community purpose, from the Premises.
- (3) The Permittee cannot exclude the Council or the Council's invitees from entering the Premises and doing on the Premises anything that the Council is authorised to do (or to authorise someone else to do) as trustee of the Trust Land, even if that interferes with the Permittee's ability to exercise its rights under the Trustee Permit. The Permittee is not entitled to claim compensation from the Council because of any such interference, but the Council will do what it reasonably can to give the Permittee reasonable advance notice if the Council proposes to enter the Premises, or authorise someone else to enter the Premises, and do anything on the Trust Land that the Council knows will materially interfere with the Permittee's ability to exercise its rights under the Trustee Permit.

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(4) It is a condition of the Trustee Permit that the Permittee holds the Trustee Permit so that the Trust Land may be used for the community purpose for which it was dedicated or granted in trust without undue interruption or obstruction

10.2 No dealings with Trustee Permit

- (1) The Permittee cannot transfer, sublet or mortgage:
 - (a) the Permittee's right to use the Trust Land; or
 - (b) the Trustee Permit.
- (2) The Permittee:
 - (a) must act personally in fulfilling its obligations under this Trustee Permit to manage and operate the Premises;
 - (b) does not breach the obligation to act personally if it acts through its officers or employees; and
 - (c) does breach the obligation to act personally if it engages an independent contractor to fulfil any of the Permittee's obligations under this Trustee Permit without the Council's approval.

10.3 Notice of cancellation of Trustee Permit

The Minister or the Council must give the Permittee 28 days' notice of the Minister's or the Council's intention to cancel this Trustee Permit.

10.4 Permittee as trustee

If the Permittee has entered into or holds the Trustee Permit in the capacity of trustee of any trust (the **Trust**), whether or not the Council has notice of the Trust, the Permittee:

- accepts the Trustee Permit both as trustee of the Trust or as agent and in its personal capacity;
- acknowledges that it is personally liable for the performance and observance of the Permittee's obligations;
- (3) covenants with the Council that if there is any unremedied breach, the Permittee will take those steps and proceedings necessary to ensure that the assets of the Trust are made available for the purpose of rectifying that breach;
- (4) covenants with the Council that the Permittee has full rights to claim indemnity against the assets of the Trust for the Permittee's liabilities under this Trustee Permit and that those rights have not been, and will not be, changed or lost;
- (5) covenants with the Council that the Permittee will not commit a breach of trust;
- (6) upon demand by the Council, must assign to the Council all rights of indemnity which the Permittee may have against the assets of the Trust; and
- (7) warrants that the Permittee has power and authority under the Trust to enter into the Trustee Permit and that it enters into the Trustee Permit in the due administration of the Trust.

10.5 Guarantee and indemnity

- (1) If there is a Guarantor, this Trustee Permit is granted conditionally on each Guarantor executing and entering into the guarantee and indemnity in this Trustee Permit, by executing this Trustee Permit.
- (2) If that condition is not satisfied, the Council may rescind the Trustee Permit.

10.6 Notices

- (1) A notice required or authorised to be given by the Permittee to Council, or by the Council to the Permittee, under or in relation to the Trustee Permit must be:
 - (a) in writing; and

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- (b) in the case of a notice directed to the Permittee:
 - (i) left at or posted to the address of the Premises;
 - (ii) left at or posted to an address for service under subclause (2); or
 - (iii) served under section 109X of the Corporations Act 2001(CTH) if the Permittee is a company; and
- (c) in the case of a notice directed to the Council, left at or posted to the address of the Council's public office.
- (2) Any party may change its address for service to another address in Queensland, or may give an additional address for service in Queensland, by giving a written notice to the other party.
- (3) A notice by the Council may be executed by the Council or the Manager. A notice by either party may be executed by that party's solicitor (including, in the case of the Council, its City Solicitor).
- (4) A notice or approval is taken to be given:
 - (a) if sent by post, on the second business day after posting; and
 - (b) if sent by facsimile by 4:00pm on a business day, on the same business day that it is sent, but otherwise on the next business day, unless the sender is aware that the transmission is impaired.

10.7 Consent or approval of Council

- (1) Any consent or approval of the Council has no effect unless it is in writing and executed by the Council by:
 - (a) its chief executive officer; or
 - (b) a delegate of the Council or of its chief executive officer who is acting within the scope of the delegate's authority.
- (2) If the Permittee wants the Council's consent or approval under this Trustee Permit, the Permittee must:
 - (a) apply in writing to the Council for the consent or approval;
 - (b) supply any additional information or documents that the Council asks for; and
 - (c) pay all costs and expenses incurred by the Council (including legal fees and costs on a full indemnity basis and any reasonable administrative fee imposed by the Council) in relation to the Council's consideration of the Permittee's application, whether or not the Council grants the consent or approval.
- (3) Unless the Trustee Permit says otherwise, the Council may in its discretion grant or refuse to grant the consent or approval or grant it subject to conditions.
- (4) The Permittee must comply with any conditions subject to which the Council grants a consent or approval. If any such condition is not complied with or satisfied, the consent or approval is taken never to have been granted.

10.8 Business days

- Anything which is to be done on Saturday or a Sunday or a public holiday in Queensland may be done on the next day which is not a Saturday, Sunday or public holiday.
- (2) A reference to a business day in this Trustee Permit is to a day that is not a Saturday, Sunday or public holiday in Ipswich.

10.9 Power of attorney

(1) The Permittee appoints the Council, the chief executive officer from time to time of the Council and the Manager jointly and severally to be its attorneys.

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- (2) The attorneys may at any time after the termination of this Trustee Permit or after the Permittee has breached this Trustee Permit act individually or together in any combination and do any one or more of the following:
 - transfer or surrender any licence which relates to the Permittee's business and is attached to the Premises;
 - (b) execute the documents needed to effect those dealings;
 - (c) register those dealings; and
 - (d) do anything the attorney or attorneys reasonably consider necessary or appropriate to remedy any breach by the Permittee of this Trustee Permit or to fulfil an obligation:
 - (i) of the Permittee under this Trustee Permit,
 - (ii) that the Permittee would have had under this Trustee Permit but for the termination of this Trustee Permit because of the Permittee's default or repudiation, (regardless of whether the breach or obligation arises before or after the power of attorney becomes exercisable).
- (3) The Permittee must pay the attorneys the amount of any costs, expenses or other liabilities which the attorneys incur in exercising the powers in this clause.
- (4) The Permittee agrees (for the benefit of the attorneys and of the Council) that:
 - a statutory declaration by any of the attorneys that the power has become exercisable will be prima facie evidence of that fact;
 - (b) a statutory declaration by, a warranty made by or contractual term undertaken by any of the attorneys that a thing done or to be done, or an obligation fulfilled or to be fulfilled, by the attorney or attorneys is within the scope of the power will be prima facie evidence of that fact;
 - (c) if an attorney requests the Permittee to do so, the Permittee will immediately ratify anything lawfully done by any of the attorneys under the power; and
 - (d) as long as the attorney acts lawfully, the Permittee will indemnify each attorney and the Council and will keep them indemnified against any loss, claim, proceeding or liability (whether at the hands of the Permittee or of someone else) incurred or arising in respect of the exercise or purported exercise of the power.
- (5) The Permittee agrees (for the benefit of any person dealing or transacting with any of the attorneys acting or purportedly acting under the power of attorney) that:
 - a statutory declaration by any of the attorneys that the power has become exercisable will be conclusive evidence of that fact;
 - (b) a statutory declaration by, a warranty made by or contractual term undertaken by any of the attorneys that a thing done or to be done, or an obligation fulfilled or to be fulfilled, by the attorney or attorneys is within the scope of the power will be conclusive evidence of that fact; and
 - (c) any person dealing or transacting with any of the attorneys acting or purportedly acting under the power of attorney is entitled to accept without making enquiry that everything done or purportedly done by the attorney or attorneys acting or purportedly acting under the power is done lawfully, properly and within the scope of the power.
- (6) The power of attorney in this clause is granted by way of security for the performance of the Permittee's obligations under this Trustee Permit and is irrevocable.

10.10 Governing law

- (1) The laws of Queensland govern this Trustee Permit.
- (2) The courts of Queensland at Ipswich and Brisbane, and the courts of appeal from those courts, have non-exclusive jurisdiction within their jurisdictional limits (in relation to monetary amounts and remedy sought but

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without restriction in relation to geographical jurisdiction) to hear and determine disputes under or about this agreement.

10.11 Notice before Council liable

The Council is not in default of a remediable breach under this Trustee Permit unless:

- (1) the Permittee first gives notice to the Council of the breach; and
- (2) the Council fails to remedy the breach within a reasonable time after receiving the notice, despite anything in the Trustee Permit to the contrary.

10.12 Council's powers

The powers given to the Council in the Trustee Permit may be exercised by its agents and with any necessary machinery.

10.13 Permittee's responsibility

- (1) Except where inconsistent with the context, references in this Trustee Permit to:
 - (a) the Permittee include the Permittee's members, invitees, licensees, concessionaires, employees, agents, contractors and any other person for whose acts or omissions the Permittee is responsible in law and
 - (b) the acts or omissions of the Permittee include the acts or omissions of any of those people.
- (2) For the purposes of the Trustee Permit, an act or omission of a person referred to in paragraph (1)(a):
 - (a) is taken to be the act or omission of the Permittee: and
 - (b) has the same legal consequences as if the Permittee had personally done the act or made the
- (3) Where the Permittee is prohibited from doing anything, the Permittee must not cause or allow any other person to do it either.

10.14 Money payable on demand

All money payable by the Permittee to the Council is, unless otherwise specified, payable on demand.

10.15 Time essential

Time is of the essence for all the Permittee's obligations under the Trustee Permit.

10.16 Waiver

- (1) In the absence of an express written waiver given by notice to the Permittee, the Council is not to be taken to have waived any of the Permittee's obligations or any breach by the Permittee.
- (2) Any waiver of a breach does not extend to any other prior or subsequent breaches of the same kind unless it expressly says so.
- (3) A written waiver by the Council must be in writing and executed for the Council by:
 - (a) its chief executive officer; or
 - (b) a delegate of the Council or of its chief executive officer who is acting within the scope of the delegate's authority, and is not effective otherwise.

10.17 Council's powers, rights and remedies

(1) The Council's powers, rights and remedies under the Trustee Permit are cumulative and not alternative. The Council may exercise and enforce its powers, rights and remedies in any order it chooses.

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(2) The Council may authorise any other person to exercise any of its rights or powers under this Trustee Permit.

10.18 Council's statutory powers preserved

- (1) No provision of this Trustee Permit is to be taken to limit, restrict, qualify or remove any right or power of the Council under any law (including its local laws from time to time).
- (2) Each of those rights and powers is independent of, and exercisable without reference to, the rights and powers given to or reserved by the Council under this Trustee Permit (and vice versa).

10.19 References to Manager

- Despite any other provision of the Trustee Permit, a reference to the Manager is to be read as including a
 reference to the Council.
- (2) Any power of the Manager under the Trustee Permit may be exercised by the Council rather than by the Manager.
- (3) Any provision of the Trustee Permit which, by its terms, would appear to impose on the Permittee an obligation owed to the Manager must nevertheless be read as imposing on the Permittee an obligation owed to the Council
- (4) If a provision of the Trustee Permit provides or contemplates that the Council might exercise a power or do something else, the power or thing may be exercised or done:
 - (a) by the Council personally; or
 - (b) by a person to whom the relevant power or thing has been delegated according to law (including, if applicable, the Manager).

10.20 Invalid provisions

- (1) If any provision or part of a provision of this Trustee Permit is void, avoided, invalid or unenforceable, that provision or part is to be ignored and the rest of this Trustee Permit remains effective, with any changes or modifications necessary so the Trustee Permit continues to have its fullest possible effect.
- (2) This is not intended to restrict the ability of a court to read down or confine the operation of the provision or part to stop it from being void, avoided, invalid or unenforceable.

10.21 Counterparts

- (1) This Trustee Permit may be entered into in any number of counterparts.
- (2) As long as each of the counterparts would have the same legal effect if all parties to this Trustee Permit had executed it, then the counterparts are taken to make up the one instrument.

10.22 Holding Over

The Tenant may hold over, but only with the prior approval in writing of Council subject to a Trustee Permit renewal, continue to occupy the Premises beyond the expiration of the Trustee Permit and shall do so under this Trustee Permit on and subject to the covenants, terms, conditions and provisions hereof as a monthly tenant only at a monthly rental payable monthly in advance. The tenancy so created shall be determinable by either Council or Tenant giving not less than one (1) months' notice in writing to the other expiring on any day of the month.

11 Guarantee and indemnity

11.1 Definitions

These definitions apply to terms used in this section, except to the extent that the context indicates a contrary intention. These definitions apply in addition to definitions elsewhere in the Trustee Permit.

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Term	Definition	
Council's Rights	means the rights of the Council:	
	(a) expressed or implied in the Trustee Permit or the Guarantee;	
	(b) arising under or because of the Trustee Permit or the Guarantee; or	
	(c) arising under any law, at law or in equity.	
Guarantee	means, depending on the context:	
	(a) this section (comprising clauses 11.1 to 11.8); or	
	(b) the legal relationship between the Council and the Guarantor.	
Guaranteed Obligation	means an obligation of the Permittee:	
	(a) under the Trustee Permit;	
	(b) to pay or repay any part of the Secured Amount;	
	(c) to pay or repay any money which would be payable under, or as damages for breach of, a provision of the Trustee Permit if the provision was not void, avoided, illegal or unenforceable; or	
	 (d) to pay money as interest, Costs or otherwise, other than as specified in paragraphs (a), (b) or (c) in connection with or because of an amount falling within one or more of those paragraphs, 	
	and includes, for example, obligations to indemnify.	
Secured Amount	at a particular time, means all amounts of money outstanding or contingently payable by the Permittee to the Council under the Trustee Permit or in respect of a breach of the Trustee Permit (even if they have not become payable), including:	
	(a) money payable under an obligation to indemnify; and	
	(b) amounts that have not been quantified.	

11.2 Background

- (1) The Guarantor has requested the Council to issue the Trustee Permit.
- (2) By executing this guarantee the Guarantor:
 - (a) confirms that request; and
 - (b) acknowledges that the Council has entered, or will enter, into the Trustee Permit because of that request.
- (3) It does not matter whether the Council enters into the Trustee Permit before or after the execution of the Guarantee by any person comprising the Guarantor.
- (4) The inclusion of this clause must not be taken to limit the effectiveness of the Guarantee as a deed.

11.3 Guarantee

- (1) The Guarantor guarantees to the Council the due and punctual compliance by the Permittee with the Guaranteed Obligations.
- (2) If the Permittee does not duly and punctually comply with a Guaranteed Obligation, the Guarantor must immediately pay to the Council the amount required to make good, or compensate the Council for, the noncompliance.

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11.4 Indemnity

- (1) The Guarantor indemnifies the Council against:
 - (a) any costs, losses, damages or expenses paid or incurred by the Council as a result of, or in connection with, the Permittee's failure to duly and punctually comply with a Guaranteed Obligation;
 - (b) any liability of the Council arising directly or indirectly from the Permittee's failure to duly and punctually comply with a Guaranteed Obligation; and
 - (c) any costs and expenses paid or incurred by the Council in relation to the liability referred to in paragraph (b).
- (2) The Guarantor indemnifies the Council in respect of any Guaranteed Obligation which the Council cannot enforce, or the Permittee cannot comply with:
 - (a) because a provision of the Trustee Permit purporting to give rise to, or relating to, the Guaranteed Obligation is void, avoided, illegal or unenforceable; or
 - (b) for any other reason.
- (3) As a principal debtor, the Guarantor agrees to comply with a Guaranteed Obligation referred to in subclause (2) as if it was set out at length in the Guarantee (with any necessary modifications).

11.5 Guarantor's liability

- (1) In any proceedings in which the liability of the Guarantor to the Council is in issue, and despite any other provision of the Guarantee, the Guarantor:
 - (a) will be treated as a principal debtor and contractor jointly and severally liable with the Permittee to comply with the Guaranteed Obligations; and
 - (b) will not raise any defence based on an express or implicit allegation that the Guarantor's position as against the Council is that of a guarantor or surety.
- (2) The Guarantor's obligations under the Guarantee:
 - (a) will remain in full force and effect until the Guaranteed Obligations have been fully complied with, discharged and satisfied;
 - (b) are absolute and unconditional; and
 - (c) do not depend on demand being made.
- (3) In particular, the Guarantor's obligations under the Guarantee are not affected, reduced, abated, suspended, abrogated or varied by:
 - the variation, termination or enforcement of the Trustee Permit, whether by agreement of the Guarantor, Council and/or Permittee or not;
 - (b) the granting to the Permittee of any time or other indulgence;
 - (c) the granting of any concession or the waiver of any failure by the Permittee to comply with a Guaranteed Obligation;
 - (d) the postponing for any time or from time to time of the exercise of any of the Council's Rights;
 - (e) any variation in the respective obligations and liabilities of the Permittee and Council, whether or not made with the knowledge or consent of the Guarantor;
 - any change in the positions as between each other of the Permittee and Guarantor, whether or not notice of the change is given to the Council;
 - (g) the Permittee being or becoming Insolvent;
 - (h) any negligence, delay or laches on the part of the Council in enforcing the Council's Rights;

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- the taking or release or loss of any security held by the Council in relation to the Guaranteed Obligations; or
- any provision of the Trustee Permit or the Guarantee being or becoming void, avoided, illegal or unenforceable
- (4) The Guarantor waives all legal, equitable, statutory or other rights as surety which may at any time be inconsistent with any of the provisions of the Guarantee.

11.6 Payments

- (1) The Guarantor must:
 - make all payments to the Council required by the Guarantee by the method (or one of a number of methods) that the Council requires from time to time; and
 - (b) do all things reasonably required by the Council to facilitate payments by that method (or one of those methods), including, for example and if applicable, providing a direct debit authority to the Council or a person nominated by the Council; and
 - (c) make all payments that the Guarantor is required by the Guarantee to make, without demand unless the Guarantee provides or necessarily intends that demand be made first.
- (2) The Guarantor
 - (a) must not deduct from any payment any amount the Guarantor claims the Council owes, or could in the future owe, the Permittee; and
 - (b) cannot set off any such amount against any payment the Guarantor must make under the Guarantee.
- (3) Payments must be made in Australian currency.
- (4) The Council may appropriate payments in any way it chooses to. It does not have to:
 - (a) pay the earliest debt first; or
 - (b) comply with any requirement made by the Guarantor about the appropriation of a payment.

11.7 Council's Rights

- The Council is not liable for any involuntary losses or irregularities arising because of the exercise, attempted
 exercise, or non-exercise, of the Council's Rights.
- (2) The Guarantor indemnifies the Council against any liability, cost, loss or expense caused or contributed to by a breach of the Trustee Permit by the Permittee or the exercise, attempted exercise or non-exercise of the Council's Rights. These indemnities are independent, separate and continuing obligations which will survive the termination of the Guarantee.
- (3) The Council may exercise any of the Council's Rights even if the Council:
 - (a) has had the ability or opportunity to exercise it before; and
 - (b) did not then exercise it
- (4) The Council may exercise any of the Council's Rights despite anything except an express written waiver of the right. No waiver affects the ability of the Council to exercise the same right at a later date.
- (5) At no time is the Council under an obligation to exercise any of the Council's Rights or to exercise them in a particular way.
- (6) The Council's Rights are cumulative and not alternative.
- (7) The Council may exercise any of the Council's Rights in whatever order the Council chooses.

11.8 General

(1) The Guarantor must do everything reasonably required by the Council to:

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- (a) fully give effect to and perfect the Guarantee; or
- (b) give the Council the full benefit of the Council's Rights.
- (2) Execution of the Guarantee by a party is intended to constitute delivery of the document by that party.
- (3) The Guarantee is to be governed by the laws of Queensland.
- (4) The courts of Queensland at Ipswich and Brisbane, and the courts of appeal from those courts, have non-exclusive jurisdiction within their jurisdictional limits (in relation to monetary amounts and remedy sought but without restriction in relation to geographical jurisdiction) to hear and determine disputes under or about the Guarantee.
- (5) The obligations of the Guarantor and the Council's Rights:
 - (a) will not merge because of the termination of the Guarantee or Trustee Permit or any other event or thing; and
 - (b) continue in full force and effect despite the termination of the Guarantee or Trustee Permit and any other event or thing.
- (6) A statement in writing signed by the Council or any agent or solicitor of the Council in relation to:
 - (a) the Secured Amount; or
 - (b) any other matter relating to this Guarantee, is conclusive evidence of those matters unless the Guarantor can prove otherwise or the Council withdraws the certificate.
- (7) If any provision of the Guarantee is void, voidable, invalid, unenforceable or illegal in any jurisdiction:
 - the provision is to be read down or, if that is not possible, is taken to be modified or omitted, to the
 extent necessary to prevent it from being void, voidable, invalid, unenforceable or illegal in that
 jurisdiction;
 - (b) the provision is to remain in full force and effect in all other jurisdictions; and
 - (c) the remainder of the Guarantee is to remain in full force and effect.
- (8) The Guarantee can only be varied, modified, waived, discharged or changed by a further instrument in writing and signed by the party or parties to be bound by the variation, modification, waiver, discharge or change.
- (9) Time is of the essence for all the Guarantor's obligations under the Guarantee.
- (10) The Council may at any time:
 - (a) assign any of its rights under the Guarantee; and
 - (b) disclose to a potential assignee any information about the Guarantor.
- (11) The Guarantee is fully valid and enforceable regardless of:
 - the order in which the Trustee Permit and the Guarantee are executed or become binding, whether generally or on each party; and
 - (b) the fact that the Council may not execute it.
- (12) The Council's execution of the Trustee Permit counts also as its execution of the Guarantee.
- (13) The Guarantee is a deed, and execution by a party is taken to be delivery of the deed by that party.

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Signing by Guarantor

WARNING TO GUARANTOR

- This is an important document that you should not sign lightly. By signing, you will be giving the Council
 a guarantee and indemnity.
- There are many circumstances that could give the Council the right to enforce this guarantee and indemnity.
- These circumstances could include fraud or poor management by the Permittee or its employees, imprudent business practices, failure to effect proper insurances, over optimistic income and profit projections or changes in interest rates, the marketplace, commodity prices, the economy or law.
- Some of these circumstances might be beyond your control or even the Permittee's and might not be foreseeable to you now. That makes no difference to the Council's right to enforce this guarantee and indemnity.
- If the Permittee does not meet its obligations for whatever reason, you risk losing your assets, and your right to recoup your losses is restricted.
- YOU ARE STRONGLY ADVISED TO READ ALL OF THE DOCUMENTS MAKING UP THE GUARANTEE AND INDEMNITY AND THE TRUSTEE PERMIT CAREFULLY AND, BEFORE SIGNING, MAKE ANY INVESTIGATIONS ABOUT THE PERMITTEE AND ANY OTHER GUARANTOR, AND OBTAIN ANY LEGAL OR FINANCIAL ADVICE, THAT YOU CONSIDER NECESSARY TO ENSURE YOU FULLY UNDERSTAND YOUR OBLIGATIONS.

Executed by the Guarantor on /	
Signature of witness	Signature of Guarantor
Full name of witness	Full name of Guarantor

QUEENSLAND LAND REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000

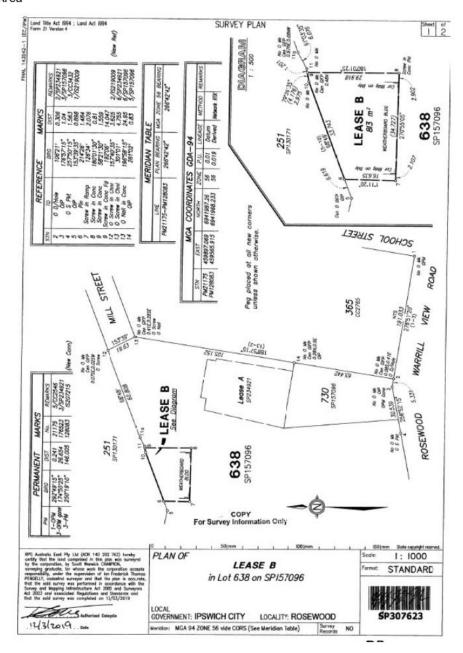
SCHEDULE

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Title Reference 49005736

ANNEXURE A

Permit Area



Doc ID No: A6051209

ITEM: 4

SUBJECT: FEES AND CHARGES FOR ANIMAL REGISTRATIONS AND PERMITS 2020-2021

AUTHOR: TREASURY ACCOUNTING MANAGER

DATE: 11 MAY 2020

EXECUTIVE SUMMARY

This is a report concerning Ipswich City Council's (**Council**) fees and charges for dog registrations and animal permits for the financial year commencing 1 July 2020.

RECOMMENDATION/S

That Council adopt the proposed fees and charges for dog registration and animal management permits, as detailed in Attachment 1, with an effective date of 1 July 2020 and that the 'pay by' date for dog registration and animal management permit renewals for 2020-2021 will be 1 August 2020.

RELATED PARTIES

There are no specific related parties associated with this report. The proposed fees and charges outlined in the report apply to all dog registrations and animal permits provided by Council.

ADVANCE IPSWICH THEME

Listening, leading and financial management

PURPOSE OF REPORT/BACKGROUND

In accordance with the *Management (Dogs and Cats) Act 2008*, and Local Law No.6 (Animal Management) 2013, Council manages regulatory regimes for animal permits, dog registrations, and related services.

Whilst fees and charges can be amended at any time by Council resolution, those which relate to animal management services are reviewed prior to the start of each financial year to allow for the issue of annual renewal notices. Renewal notices are typically issued 30 days in advance of the due date.

The Local Government Act 2009 s97 requires that a fee for services of this nature be no more than the cost to the local government of taking the action for which the fee is charged. In reviewing these fees and charges, the Planning and Regulatory Services Department

considers increases in the underlying costs of service delivery, consistency of the fees with Council policy and objectives, financial impact analysis and benchmarking of charges. The Department also undertakes stakeholder consultation where appropriate.

Animal management fees are typically set at or below cost recovery, balancing considerations regarding community services with the user pays principle. Lower fees are applied to registrations for:

- a) desexed dogs; and/or
- b) where the owner is a pensioner; and/or
- c) for payments made by the due date.

The annual review has now been completed, and the proposed fees ready for Council consideration. Fees and charges are maintained in a public register in accordance with the requirements of the *Local Government Act 2009*.

In the event that Council does not approve the proposed new fees and charges, the existing prices will remain in effect.

PROPOSED 2020-2021 FEES AND CHARGES:

The proposed 2020-2021 animal management fees and charges, as would appear in the public register are detailed in **Attachment 1**. **Attachment 2** provides a summary of the proposed 2020-2021 fees and charges in comparison to the existing approved fees.

Dog Registrations:

Animal Management fees were subject to a detailed review for the 2019-2020 financial year. There are only minimal changes proposed for 2020-2021. A standard increase of 2%, equivalent to the forecast Council Cost Index (plus rounding) is recommended for most fees. This increase is intended to keep pace with the current level of cost recovery.

Introductory dog registrations are proposed to remain unchanged at \$20.00, with the low nominal cost intended to encourage dog registrations and responsible pet ownership.

Standard dog registrations for a desexed dog is proposed to increase from \$37.00 by \$1.00 to \$38.00 for registrations paid by the due date, and is proposed to increase from \$67.00 by \$1.00 to \$68.00 if paid after the due date.

The most common dog registration services are outlined in Table 1 below:

Table 1: Proposed annual dog registration renewal fees

Registration Type	2019-2020	Proposed 2020-2021	Increase
Introductory Dog Registration	\$20	\$20	\$0
Introductory Dog Registration - Pensioner	\$20	\$20	\$0
Dog Registration (desexed dog) Pay By Date	\$37	\$38	\$1
Dog Registration (desexed dog) Pay After Date	\$67	\$68	\$1
Dog Registration (entire dog) Pay By Date	\$171	\$175	\$4
Dog Registration (entire dog) Pay After Date	\$201	\$205	\$4
Dog Registration (desexed dog) - Pensioner Pay By Date	\$27	\$28	\$1
Dog Registration (desexed dog) - Pensioner Pay After Date	\$42	\$43	\$1
Dog Registration (entire dog) - Pensioner Pay By Date	\$78	\$80	\$2
Dog Registration (entire dog) - Pensioner Pay After Date	\$93	\$95	\$2

A reduction of \$30.00 on standard registrations has historically been allowed by Council where the registration fee has been paid by the due date or "pay by date". It is proposed that this reduced fee be continued for the 2020-2021 financial year. Pensioners' registrations are eligible for a \$15 pay by date reduction, in recognition of the lower initial fee.

Guide dogs, assistance dogs, dogs of Greyhound Racing Control Board of QLD Members, and reciprocal registrations are proposed to remain free of charge.

Non-commercial animal permits and licences

Non-commercial animal permits and licences may be required for the following:

- Ownership of 3 or more dogs or cats;
- Guard dogs or restricted dogs; or
- Poultry, horses and other animals such as cattle and sheep.

Permit fees apply in addition to any dog registration charges, and are proposed to be subject to a standard escalation of 2% plus rounding, in line with the forecast Council Cost Index.

Pay by dates

The pay by date for dog registrations and non-commercial animal licences and permits has typically been 1 July each year. In recognition of the potential impact of COVID-19 on some households, it is proposed that the pay-by date for dog registrations and non-commercial animal licences and permits be extended by a further month, to 1 August 2020.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Act 2009

The review of these fees and charges has been undertaken in line with Council's Revenue Policy and in accordance with the Fees and Charges Procedure.

RISK MANAGEMENT IMPLICATIONS

There are no significant risk management issues associated with this report.

A communications strategy will be employed to ensure that residents are adequately informed of the due date for payment if allowed by Council.

FINANCIAL/RESOURCE IMPLICATIONS

Council processes approximately 32,000 dog registrations per year, with a budgeted revenue forecast of \$1.73 million for the 2020-2021 financial year. Non-commercial animal permits and licences account for a relatively small number of applications. The proposed fee increases reflect standard forecast increases in underlying costs only.

Deferral of the pay by date to 1 August will have a small and manageable effect on Council's cash flow for the start of the 2020-2021 financial year. It will not result in a net impact on revenue.

COMMUNITY AND OTHER CONSULTATION

As these services are of an established nature and the proposed changes very minor, no public consultation process was undertaken as part of this review.

CONCLUSION

That fees and charges for dog registration and animal management permits be increased by 2% plus rounding, as detailed in Attachments 1 and 2, with an effective date of 1 July 2020, and with a pay-by date for annual renewals of 1 August 2020.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

- 1. Proposed Animal Management Fees and Charges to apply 1 July 2020 1
- 2. Comparison of Proposed and Existing Animal Management Fees and Charges J.

Paul Mollenhauer

TREASURY ACCOUNTING MANAGER

I concur with the recommendations contained in this report.

Peter Tabulo

GENERAL MANAGER (PLANNING AND REGULATORY SERVICES)

"Together, we proudly enhance the quality of life for our community"



Draft Extract of the Register of Fees and Charges

2020-2021

Animal Management Permits and Dog Registration

The fees and charges contained within this register are current as at the date of publication.

Selected fees and charges outlined in this document are set by State or Federal legislation. The Head of Power is noted in the register where applicable.

The application of Goods and Services Tax (GST) is undertaken in accordance with legislation and the rulings of the Australian Tax Office.

Fees and Charges may be subject to change by resolution of Council.

Where this register refers to Local Laws, the relevant Ipswich City Council Local Laws and Subordinate Local Laws are as follows:

Local Law 1	Ipswich City Council Local Law No. 1 (Administration) 2013
Local Law 3	Ipswich City Council Local Law No. 3 (Commercial Licencing) 2013
Subordinate Local Law 3.1	lpswich City Council Subordinate Local Law No.3.1 (Commercial Licensing) 2013
Local Law 4	Ipswich City Council Local Law No. 4 (Permits) 2013
Local Law 5	Ipswich City Council Local Law No. 5 (Parking) 2013
Subordinate Local Law 5.1	Ipswich City Council Subordinate Local Law No.5.1 (Parking) 2013
Local Law 6	Ipswich City Council Local Law No. 6 (Animal Management) 2013
Subordinate Local Law 6.1	pswich City Council Subordinate Local Law No.6.1 (Animal Management) 2013
Local Law 7	Ipswich City Council Local Law No. 7 (Local Government Controlled Areas and Roads) 2013
Subordinate Local Law 7.1	Ipswich City Council Subordinate Local Law No.7.1 (Local Government Controlled Areas and Roads) 2013
Local Law 8	Ipswich City Council Local Law No. 8 (Nuisances and Community Health and Safety) 2013
Local Law 12	Ipswich City Council Subordinate Local Law No.8.1 (Nuisances and Community Health and Safety) 2013
Local Law 49	Ipswich City Council Local Law No. 49 (Protection of Important Vegetation)
Subordinate Local Law 49.1	Ipswich City Council Subordinate Local Law No.49.1 (Protection of Important Vegetation) 2019



ANIMAL MANAGEMENT

Note A:

- 1) Application fees include permit/licence fee for first year.
- 2) Renewal fees apply annually on each permit/licence.

1 Application, Amendment and Inspection fees related to Animal Management Permits and Licences

The following fees may apply in relation to or in addition to permit and licence services (Animal Management) within sections 2 to 4 of this register:

Inspection fee (per hour): Animal Management	\$286.00	Refer to base permit / licence / application fee for head of power.	(a)
(minimum charge 1 hour and maximum charge 4 hours). No assessment declared dog declarations, undertaking fencing			or
Amendment of a Standard or Non-Standard Permit/Licence (Major): Animal Management	\$97.00	Refer to base permit / licence / application fee for head of power.	(a)
(minimum charge). Note: If an inspection is required then in	nspection fees will be additional	to this charge.	
Application for transfer of a Licence: Animal Management	\$97.00	Refer to base permit / licence / application fee for head of power.	(a)
(minimum charge). Note: If an inspection is required then in for transfer.	nspection fees will be additional	to this charge. Permits are no	t eligible
Administrative amendment of animal details on an existing permit (Minor): Animal Management	\$62.00	Refer to base permit / licence / application fee for head of power.	(a)

2 Standard Animal Permits

An applicant can apply for a Standard Permit if they are able to agree to the standard terms and conditions outlined on the application form. If the terms and conditions can be agreed to, no inspection or assessment will be required. (If the applicant cannot agree to the standard terms and conditions of the permit without an inspection and/or desktop assessment from a technical officer taking place they must apply for a Non Standard Permit – see next section)

Application, Amendment and Inspection fees may apply in relation to or in addition to the services listed below. Refer to Section 1 of the Animal Management fees for further details.

2.1 Animal Permit

Poultry (ducks, geese, peacocks and the like), Roosters, Pigeons, Birds (other than poultry or pigeons), Horses (including donkeys and mules), Other animals (including cattle, camels, sheep, goats, llama and deer).

Standard Animal Permit – Initial application and first year	\$102.00	Local Law 6 s 5	(a)
Note: This fee is non-refundable			
Standard Animal Permit – Annual Renewal	\$62.00	Local Law 6 s 5	(a)

	Year 20/21		
Name	Fee	Legislative Provision / GST Head of Power	LGA s97(2)
	(incl. GST)		331(=,

3 Non Standard Animal Permits

An applicant must apply for a Non-Standard Permit if they fall into one of two categories.

- 1. The applicant is applying for an animal permit and cannot agree to the Standard Permit terms and conditions without an inspection or desktop assessment from a Technical Officer taking place,
- 2. The applicant is applying for any of the following permits: Domestic Cat Permit, Domestic Dog Permit, Guard Dog Permit and Restricted/Prohibited Dog Permits. These permits require an initial inspection and/or technical officer desktop assessment.

Application, Amendment and Inspection fees may apply in relation to or in addition to the services listed below. Refer to Section 1 of the Animal Management fees for further details.

3.1 Domestic Dog Permit (to keep 3 or 4 dogs)

(Dog registration fees additional)

Domestic Dog Permit (3 or 4 dogs) – Initial application and first year	\$261.00	Local Law 6 s 5	(a)
Note: This fee is non-refundable			
Domestic Dog Permit (3 or 4 dogs) – Annual Renewal	\$62.00	Local Law 6 s 5	(a)

3.2 Domestic Dog Permit (to keep 5 or more dogs)

May require planning and development approval prior to being considered. Dog registration fees additional.

Domestic Dog Permit (5 or more dogs) – Initial application and first year	\$490.00	Local Law 6 s 5	(a)
Note: This fee is non-refundable			
Domestic Dog Permit (5 or more dogs) – Annual Renewal	\$317.00	Local Law 6 s 5	(a)

3.3 Guard Dog Permit - Per Property

(Keeping dogs for guarding and security purposes) (Dog registration fees additional)

Guard Dog Permit (per property) – Initial application and first year	\$585.00	Local Law 6 s 5	(a)
Note: This fee is non-refundable			
Guard Dog Permit (per property) – Annual Renewal	\$296.00	Local Law 6 s 5	(a)

3.4 Restricted Dog Permit - Renewals Only

(Restricted dogs are determined by State Government legislation i.e. Dogo Argentino, Fila Brasileiro, Japanese Tosa and American Pitbull Terrier. Dog registration fees are additional)

Restricted Dog Permit – Renewals only	\$296.00	Animal Management (Cats and Dogs) Act 2008 (Qld) s 71	(a)
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3.5 Domestic Cat Permit (to keep 3 or 4 desexed cats)

	Year 20/21		
Name	Fee	(20)	LGA s97(2)
	(incl. GST)		(-,

3.5 Domestic Cat Permit (to keep 3 or 4 desexed cats) [continued]

Domestic Cat Permit (3 or 4 desexed cats) – Initial application and first year	\$261.00	Local Law 6 s 5	(a)
Note: This fee is non-refundable			
Domestic Cat Permit (3 or 4 desexed cats) – Annual Renewal	\$62.00	Local Law 6 s 5	(a)

3.6 Domestic Cat Permit (to keep 5 or more desexed cats)

(May require planning and development approval prior to being considered)

Domestic Cat Permit (5 or more desexed cats) – Initial application and first year	\$454.00	Local Law 6 s 5	(a)
Note: This fee is non-refundable			
Domestic Cat Permit (5 or more desexed cats) – Annual Renewal	\$266.00	Local Law 6 s 5	(a)

3.7 Birds and Poultry

Poultry (ducks, geese, peacocks and the like), roosters, pigeons, birds (other than poultry or pigeons)

Birds and Poultry Permit – Initial application and first year	\$261.00	Local Law 6 s 5	(a)
Note: This fee is non-refundable			
Birds and Poultry Permit – Annual Renewal	\$62.00	Local Law 6 s 5	(a)

3.8 Animal Permit for an Application which Cannot Meet Standard Conditions

Horses (including donkeys and mules), pigs, other animals (including cattle, camels, sheep, goats, llama and deer).

Non Standard Animal Permit – Initial application and first year	\$261.00	Local Law 6 s 5	(a)
Note: This fee is non-refundable			
Non Standard Animal Permit – Annual Renewal	\$62.00	Local Law 6 s 5	(a)

4 Commercial Licence Fees

(Excluded from this extract)

5 Dog Registration (Annual Fee)

Pensioner

Pensioner applies to: Age Pension; Sole Parent Pension; Wife's Pension; Widow's Pension; Carer's Pension; Disability Support Pension; War Widow's Pension; Defence Widow's Pension; Service Pension; War Disability Pension. Applies to full or part pensions.

Obedience Training Concession

Dogs that are obedience trained and have been awarded a certificate by an accredited trainer stating that the dog has successfully completed obedience training to the satisfaction of the General Manager, Planning and Regulatory Services may present their certificate to the council to receive a 50% discount on their applicable dog registration fee.

DRAFT Price list effective 1 July 2020

Indicates 10% GST included

Name	Year 20/21 Fee	Legislative Provision / GST LGA	
	(incl. GST)	Head of Power 931 s97(2	2)

Maximum fee concession

When any multiple discounts or concessions are applied to registration fees (e.g. obedience trained dog), no resulting registration fee shall be lower than the de-sexed Pensioner dog registration fee (pay by date) due to minimum cost recovery. 5.1 Introductory Dog Registration is already subsidised below minimum cost recovery to encourage responsible pet ownership and therefore no discount or concession shall be applied.

NOTE: Pay By dates and pay after dates are determined by the General Manager, Planning and Regulatory Services, Ipswich City Council.

NOTE: Where a registration fee is not paid by the due date the discounted fee will cease to apply and the full registration fee will then become payable.

5.1 Introductory Dog Registration (per dog)

Where a dog has not been previously registered with ICC and is not currently registered with any other Australian local government and is registered within 14 days of the dog coming into the ICC area or if a pup within 14 days of reaching 3 months of age. Excludes Declared Dangerous Dogs, Restricted Dogs and Regulated Dogs as defined under the Animal Management (Cats & Dogs) Act 2008.

Introductory Dog Registration	\$20.00	Animal Management (Cats and Dogs) Act 2008 (Qld) s 44	(a)
Introductory Dog Registration – Pensioner	\$20.00	Animal Management (Cats and Dogs) Act 2008 (Qld) s 45	(a)
Introductory Dog Registration – Ipswich and Wacol RSPCA Adoptions	No charge	Animal Management (Cats and Dogs) Act 2008 (Qld) s 44	(a)
Where a dog is being adopted by a resident of Ipswich.			
Introductory Dog Registration – Veterinary Services In Ipswich	No charge	Animal Management (Cats and Dogs) Act 2008 (Qld) s 44	(a)
Where a dog is owned by an Ipswich resident and is kept in the Ipswich City Council area, and their vet has provided proof of one of the following services being conducted in the last 14 days on the dog being registered: vaccination; micro chipping or desexing.			

5.2 Dog Registration: Per Entire Dog (i.e. the dog is not desexed)

Dog Registration (entire dog) – Pay By Date	\$175.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 56	(a)
Dog Registration (entire dog) – Pay After Date	\$205.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 56	(a)

5.3 Dog Registration: Per Desexed Dog

Dog Registration (desexed dog) – Pay By Date	\$38.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 52	(a)
Dog Registration (desexed dog) – Pay After Date	\$68.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 52	(a)

5.4 Dog Registration: Per Entire Dog (i.e. the dog is not desexed) - Pensioner

DRAFT Price list effective 1 July 2020

Indicates 10% GST included

	Year 20/21		
Name	Fee	Legislative Provision / GST	LGA s97(2)
	(incl. GST)		(-,

5.4 Dog Registration: Per Entire Dog (i.e. the dog is not desexed) - Pensioner [continued]

Dog Registration (entire dog) – Pensioner – Pay After	\$95.00	Animal Management	(a)
Date		(Cats and Dogs) Act	
		2008 (Qld) ss 44, 56	

5.5 Dog Registration: Per Desexed Dog - Pensioner

Dog Registration (desexed dog) – Pensioner – Pay By Date	\$28.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 52	(a)
Dog Registration (desexed dog) – Pensioner – Pay After Date	\$43.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 52	(a)

5.6 Guide Dogs and Assistance Dogs

NOTE: Guide dogs or seeing eye dogs are specially trained dogs that enable blind or visually impaired people to avoid obstacles/hazards.

Assistance dogs are specially trained dogs that enable people with a disability to perform specific tasks that they would not ordinarily be able to because of their physical impairment.

A letter from a suitable qualified person (or agency) confirming applicants disability and requirement for an assistance dog will be required as satisfactory proof.

Guide Dogs and Assistance Dogs	No charge	Animal Management (Cats and Dogs) Act	(a)
		2008 (Qld) s 44	

5.7 Greyhound Racing Control Board of QLD Members

Only dogs registered with the Greyhound Racing Control Board of Qld (GRCBQ) are eligible for this rate. Dogs not registered with the GRCBQ will have the appropriate registration fee apply.

5.8 Other Dogs Exempt by Council

Other dogs exempt by Council resolution	No charge	Animal Management (Cats and Dogs) Act	(a)
		2008 (Qld) s 44	

5.9 Dangerous Dogs

Dogs declared dangerous according to the Animal Management (Cats and Dogs) Act 2008.

Dangerous Dogs Registration – Initial and first year – Pro rata	\$525.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Dangerous Dogs Registration – Non Compliance – Renewal Only – Pay By Date	\$495.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Dangerous Dogs Registration – Non Compliance – Renewal Only – Pay After Date	\$525.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)

DRAFT Price list effective 1 July 2020

Indicates 10% GST included

	Year 20/21		
Name	Fee	(20)	LGA s97(2)
	(incl. GST)		(-,

5.9 Dangerous Dogs [continued]

Dangerous Dogs Registration – Full Compliance (desexed dog) – Renewal Only – Pay By Date	\$240.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Dangerous Dogs Registration – Full Compliance (desexed dog) – Renewal Only – Pay After Date	\$270.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Dangerous Dogs Registration – Full Compliance (entire dog) – Renewal Only – Pay By Date	\$317.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Dangerous Dogs Registration – Full Compliance (entire dog) – Renewal Only – Pay After Date	\$347.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)

5.10 Menacing Dogs

Dogs declared menacing according to the Animal Management (Cats and Dogs) Act 2008.

Menacing Dogs Registration – Initial and first year – Pro rata	\$525.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Menacing Dogs Registration – Non Compliance – Renewal Only – Pay By Date	\$495.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Menacing Dogs Registration – Non Compliance – Renewal Only – Pay After Date	\$525.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Menacing Dogs Registration – Full Compliance (desexed dog) – Renewal Only – Pay By Date	\$240.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Menacing Dogs Registration – Full Compliance (desexed dog) – Renewal Only – Pay After Date	\$270.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Menacing Dogs Registration – Full Compliance (entire dog) – Renewal Only – Pay By Date	\$317.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)
Menacing Dogs Registration – Full Compliance (entire dog) – Renewal Only – Pay After Date	\$347.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 60	(a)

5.11 Farm Dog

NOTE: Farm Dog - dogs that do not meet the criteria set out for a working dog in the Animal Management (Cats and Dogs) Act 2008 but do meet the following criteria may be classified as a farm dog and receive a discounted registration fee:

5.11.1 Per Entire Farm Dog (First) (i.e. the dog is not desexed)

Farm Dog Registration (entire dog) – First dog – Pay By Date	\$75.00	Animal Management (Cats and Dogs) Act 2008 (Qld)	(a)
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^{1.} Satisfy an authorised officer that the said dog is in fact a farm working dog within Ipswich City Council (assessment of skills that the dog does provide assistance on the farm will be required)

^{2.} The dog lives on a property in a classified rural zone within Ipswich City Council

^{3.} The dog's owner is a primary producer, however this may not be the owners' principal occupation within Ipswich City Council.

	Year 20/21		
Name	Fee	Legislative Provision / GST	LGA s97(2)
	(incl. GST)		(-,

5.11.1 Per Entire Farm Dog (First) (i.e. the dog is not desexed) [continued]

Farm Dog Registration (entire dog) – First dog – Pay After Date	\$105.00	Animal Management (Cats and Dogs) Act	(a)
		2008 (Qld)	

5.11.2 Per Desexed Farm Dog (First)

Farm Dog Registration (desexed dog) – First dog – Pay By Date	\$30.00	Animal Management (Cats and Dogs) Act 2008 (Qld)	(a)
Farm Dog Registration (desexed dog) – First dog – Pay After Date	\$60.00	Animal Management (Cats and Dogs) Act 2008 (Qld)	(a)

5.11.3 Per Farm Dog (Additional)

Where an owner is registering more than one farm dog, the first dog is registered at the appropriate fee (see above) and each additional dog will be charged this fee

Farm Dog Registration – Additional dog – Pay by Date	\$28.00	Animal Management (Cats and Dogs) Act 2008 (Qld)	(a)
Farm Dog Registration – Additional dog – Pay After Date	\$43.00	Animal Management (Cats and Dogs) Act 2008 (Qld)	(a)

5.12 Dogs QLD Members

Dog Registration – Dogs QLD Members (entire dog) – Pay by Date	\$73.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 46	(a)
Dog Registration – Dogs QLD Members (entire dog) – Pay After Date	\$103.00	Animal Management (Cats and Dogs) Act 2008 (Qld) ss 44, 46	(a)

5.13 Reciprocal Dog Registration

Where a dog is currently registered with any other Australian Local Government and satisfactory proof of registration is shown, no fee will be charged for the registration of the dog with the Ipswich City Council for the current Ipswich City Council registration period.

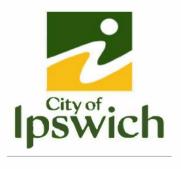
Reciprocal Dog Registration transfer	No charge	Refer to base permit / licence / application	(a)
		fee for head of power.	

6 Impounding

(Excluded from this extract)

7 Other Animal Management Charges

(Excluded from this extract)



Fees and Charges

2019 - 2020

and comparison to

Draft 2020-2021

Animal Management Permits and Dog Registration

	Year 19/20	Year 2	0/21			
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status
	(incl. GST)	(incl. GST)	%		331(2)	

ANIMAL MANAGEMENT

Note A:

- 1) Application fees include permit/licence fee for first year.
- 2) Renewal fees apply annually on each permit/licence.

1 Application, Amendment and Inspection fees related to Animal Management Permits and Licences

The following fees may apply in relation to or in addition to permit and licence services (Animal Management) within sections 2 to 4 of this register:

Inspection fee (per hour): Animal Management	\$280.00	\$286.00	2.14%	Animal management permits, licences, inspections and related fees were reviewed in detail in 2019-20. As such, fees have been escalated in line with the council cost index, reflecting increases in underlying delivery costs over the past year. Rounding has been applied	(a)	Reviewed	
(minimum charge 1 hour and maximum charge 4 hours). Note: This fe inspections, non-compliance with licence conditions etc.	e will be charged	d when an insp	ection is req	uired for assessment declared dog declarations, under	aking fen	cing	
Amendment of a Standard or Non-Standard Permit/Licence (Major): Animal Management	\$95.00	\$97.00	2.11%	As above	(a)	Reviewed	
(minimum charge). Note: If an inspection is required then inspection fe	es will be addition	onal to this cha	rge.				
Application for transfer of a Licence: Animal Management	\$95.00	\$97.00	2.11%	As above	(a)	Reviewed	
(minimum charge). Note: If an inspection is required then inspection fees will be additional to this charge. Permits are not eligible for transfer.							
Administrative amendment of animal details on an existing permit (Minor): Animal Management	\$60.00	\$62.00	3.33%	As above	(a)	Reviewed	

2 Standard Animal Permits

An applicant can apply for a Standard Permit if they are able to agree to the standard terms and conditions outlined on the application form. If the terms and conditions can be agreed to, no inspection or assessment will be required. (If the applicant cannot agree to the standard terms and conditions of the permit without an inspection and/or desktop assessment from a technical officer taking place they must apply for a Non Standard Permit – see next section)

	Year 19/20	Year 2	0/21			
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status
	(incl. GST)	(incl. GST)	%		33.(2)	

2 Standard Animal Permits [continued]

Application, Amendment and Inspection fees may apply in relation to or in addition to the services listed below. Refer to Section 1 of the Animal Management fees for further details.

2.1 Animal Permit

Poultry (ducks, geese, peacocks and the like), Roosters, Pigeons, Birds (other than poultry or pigeons), Horses (including donkeys and mules), Other animals (including cattle, camels, sheep, goats, llama and deer).

Standard Animal Permit – Initial application and first year	\$100.00	\$102.00	2.00%	As above	(a)	Reviewed
Note: This fee is non-refundable						
Standard Animal Permit – Annual Renewal	\$60.00	\$62.00	3.33%	As above	(a)	Reviewed

3 Non Standard Animal Permits

An applicant must apply for a Non-Standard Permit if they fall into one of two categories.

- 1. The applicant is applying for an animal permit and cannot agree to the Standard Permit terms and conditions without an inspection or desktop assessment from a Technical Officer taking place, OR
- 2. The applicant is applying for any of the following permits: Domestic Cat Permit, Domestic Dog Permit, Guard Dog Permit and Restricted/Prohibited Dog Permits. These permits require an initial inspection and/or technical officer desktop assessment.

Application, Amendment and Inspection fees may apply in relation to or in addition to the services listed below. Refer to Section 1 of the Animal Management fees for further details.

3.1 Domestic Dog Permit (to keep 3 or 4 dogs)

(Dog registration fees additional)

Domestic Dog Permit (3 or 4 dogs) – Initial application and first year	\$255.00	\$261.00	2.35%	As above	(a)	Reviewed
Note: This fee is non-refundable						
Domestic Dog Permit (3 or 4 dogs) – Annual Renewal	\$60.00	\$62.00	3.33%	As above	(a)	Reviewed

3.2 Domestic Dog Permit (to keep 5 or more dogs)

May require planning and development approval prior to being considered. Dog registration feees additional.

first year

Note: This fee is non-refundable

Item 4 / Attachment 2.

	Year 19/20	Year 20/21			1.00		
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status	
	(incl. GST)	(incl. GST)	%		(-/		
3.2 Domestic Dog Permit (to keep 5 or more o	logs) [conti	inued]					
Domestic Dog Permit (5 or more dogs) – Initial application and first year	\$480.00	\$490.00	2.08%	As above	(a)	Reviewed	
Note: This fee is non-refundable							
Domestic Dog Permit (5 or more dogs) – Annual Renewal	\$310.00	\$317.00	2.26%	As above	(a)	Reviewed	
Keeping dogs for guarding and security purposes) (Dog registration fe Guard Dog Permit (per property) – Initial application and first year	es additional) \$570.00	\$585.00	2.63%	As above	(a)	Reviewed	
Note: This fee is non-refundable	\$570.00	\$383.00	2.03%	AS above	(a)	Reviewed	
Guard Dog Permit (per property) – Annual Renewal	\$290.00	\$296.00	2.07%	As above	(a)	Reviewed	
3.4 Restricted Dog Permit – Renewals Only (Restricted dogs are determined by State Government legislation i.e. Dogo Argentino, Fila Brasileiro, Japanese Tosa and American Pitbull Terrier. Dog registration fees are additional.)							
Restricted Dog Permit – Renewals only	\$290.00	\$296.00	2.07%	As above	(a)	Reviewed	

\$261.00

\$62.00

2.35%

3.33%

As above

As above

\$255.00

\$60.00

3.5 Domestic Cat Permit (to keep 3 or 4 desexed cats)

Domestic Cat Permit (3 or 4 desexed cats) - Initial application and

Domestic Cat Permit (3 or 4 desexed cats) - Annual Renewal

(a)

Reviewed

Reviewed

	Year 19/20	Year 20/21				
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status
	(incl. GST)	(incl. GST)	%		331(2)	

3.6 Domestic Cat Permit (to keep 5 or more desexed cats)

(May require planning and development approval prior to being considered)

Domestic Cat Permit (5 or more desexed cats) – Initial application and first year	\$445.00	\$454.00	2.02%	As above	(a)	Reviewed
Note: This fee is non-refundable						
Domestic Cat Permit (5 or more desexed cats) – Annual Renewal	\$260.00	\$266.00	2.31%	As above	(a)	Reviewed

3.7 Birds and Poultry

Poultry (ducks, geese, peacocks and the like), roosters, pigeons, birds (other than poultry or pigeons)

Birds and Poultry Permit – Initial application and first year	\$255.00	\$261.00	2.35%	As above	(a)	Reviewed
Note: This fee is non-refundable						
Birds and Poultry Permit – Annual Renewal	\$60.00	\$62.00	3.33%	As above	(a)	Reviewed

3.8 Animal Permit for an Application which Cannot Meet Standard Conditions

Horses (including donkeys and mules), pigs, other animals (including cattle, camels, sheep, goats, llama and deer).

Non Standard Animal Permit – Initial application and first year	\$255.00	\$261.00	2.35%	As above	(a)	Reviewed
Note: This fee is non-refundable						
Non Standard Animal Permit – Annual Renewal	\$60.00	\$62.00	3.33%	As above	(a)	Reviewed

4 Commercial Licence Fees

(Not included in this extract)

	Year 19/20	Year 20/21				
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status
	(incl. GST)	(incl. GST)	%		33.(2)	

5 Dog Registration (Annual Fee)

Pensioner

Pensioner applies to: Age Pension; Sole Parent Pension; Wife's Pension; Widow's Pension; Carer's Pension; Disability Support Pension; War Widow's Pension; Defence Widow's Pension; Service Pension; War Disability Pension. Applies to full or part pensions.

Obedience Training Concession

Dogs that are obedience trained and have been awarded a certificate by an accredited trainer stating that the dog has successfully completed obedience training to the satisfaction of the General Manager, Planning and Regulatory Services may present their certificate to the council to receive a 50% discount on their applicable dog registration fee.

Maximum fee concession

When any multiple discounts or concessions are applied to registration fees (e.g. obedience trained dog), no resulting registration fee shall be lower than the de-sexed Pensioner dog registration fee (pay by date) due to minimum cost recovery. 5.1 Introductory Dog Registration is already subsidised below minimum cost recovery to encourage responsible pet ownership and therefore no discount or concession shall be applied.

NOTE: Pay By dates and pay after dates are determined by the General Manager, Planning and Regulatory Services, Ipswich City Council.

NOTE: Where a registration fee is not paid by the due date the discounted fee will cease to apply and the full registration fee will then become payable.

5.1 Introductory Dog Registration (per dog)

Where a dog has not been previously registered with ICC and is not currently registered with any other Australian local government and is registered within 14 days of the dog coming into the ICC area or if a pup within 14 days of reaching 3 months of age.

Excludes Declared Dangerous Dogs, Restricted Dogs and Regulated Dogs as defined under the Animal Management (Cats & Dogs) Act 2008.

Introductory Dog Registration	\$20.00	\$20.00	0.00%	Introductory fees are proposed to remain at a low nominal cost to encourage dog registration and responsible pet ownership.	(a)	Reviewed
Introductory Dog Registration – Pensioner	\$20.00	\$20.00	0.00%	As above	(a)	Reviewed

	Year 19/20	Year 20/21			
Name	Last YR Fee	Fee	Increase	Comment	GST LGS Status
	(incl. GST)	(incl. GST)	%		50.(2)

5.1 Introductory Dog Registration (per dog) [continued]

Introductory Dog Registration – Ipswich and Wacol RSPCA Adoptions	No charge	Introductory fees for adopted animals are proposed to remain at a no additional cost to encourage dog registration and responsible pet ownership.	(a)	Reviewed				
	Last YR Fee No Charge							
Where a dog is being adopted by a resident of Ipswich.								
Introductory Dog Registration – Veterinary Services In Ipswich	No charge	As above	(a)	Reviewed				
	Last YR Fee No Charge							
Where a dog is owned by an Ipswich resident and is kept in the Ipswich City Council area, and their vet has provided proof of one of the following services being conducted in the last 14 days on the dog being registered: vaccination: micro chipping or desexing.								

5.2 Dog Registration: Per Entire Dog (i.e. the dog is not desexed)

Dog Registration (entire dog) – Pay By Date	\$171.00	\$175.00	2.34%	Dog registration fees were reviewed in detail in 2019-20. As such, most fees have been escalated in line with the council cost index, reflecting increases in underlying delivery costs over the past year. Rounding has been applied	(a)	Reviewed
Dog Registration (entire dog) – Pay After Date	\$201.00	\$205.00	1.99%	As above, with the exception that this fee has	(a)	Reviewed
				been rounded down.		

5.3 Dog Registration: Per Desexed Dog

Dog Registration (desexed dog) – Pay By Date	\$37.00	\$38.00	2.70%	As above	(a)	Reviewed
Dog Registration (desexed dog) – Pay After Date	\$67.00	\$68.00	1.49%	As above, with the exception that this fee has been rounded down.	(a)	Reviewed

	Year 19/20	Year 20/21				
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status
	(incl. GST)	(incl. GST)	%		351(2)	

5.4 Dog Registration: Per Entire Dog (i.e. the dog is not desexed) - Pensioner

Dog Registration (entire dog) – Pensioner – Pay By Date	\$78.00	\$80.00	2.56%	As above	(a)	Reviewed
Dog Registration (entire dog) – Pensioner – Pay After Date	\$93.00	\$95.00	2.15%	As above	(a)	Reviewed

5.5 Dog Registration: Per Desexed Dog – Pensioner

Dog Registration (desexed dog) – Pensioner – Pay By Date	\$27.00	\$28.00	3.70%	This fee has been subject to a minor increase.	(a)	Reviewed
Dog Registration (desexed dog) – Pensioner – Pay After Date	\$42.00	\$43.00	2.38%	As above	(a)	Reviewed

5.6 Guide Dogs and Assistance Dogs

NOTE: Guide dogs or seeing eye dogs are specially trained dogs that enable blind or visually impaired people to avoid obstacles/hazards.

Assistance dogs are specially trained dogs that enable people with a disability to perform specific tasks that they would not ordinarily be able to because of their physical impairment.

A letter from a suitable qualified person (or agency) confirming applicants disability and requirement for an assistance dog will be required as satisfactory proof.

Guide Dogs and Assistance Dogs	No charge	Registration of guide dogs and assistance dogs is proposed to remain at no charge.	(a)	Reviewed
	Last YR Fee No Charge			

5.7 Greyhound Racing Control Board of QLD Members

Only dogs registered with the Greyhound Racing Control Board of Qld (GRCBQ) are eligible for this rate. Dogs not registered with the GRCBQ will have the appropriate registration fee apply.

GRCBQ Members	No charge	Registration applying to Greyhound Racing Control Board of QLD Members dogs is proposed to remain at no charge.	(a)	Reviewed
	Last YR Fee No Charge			

	Year 19/20	Year 2	0/21			
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status
	(incl. GST)	(incl. GST)	%		351(2)	

5.8 Other Dogs Exempt by Council

Other dogs exempt by Council resolution	No charge	No change proposed. Exemptions, where applicable, will be subject to Council resolution.	(a)	Reviewed
	Last YR Fee No Charge			

5.9 Dangerous Dogs

Dogs declared dangerous according to the Animal Management (Cats and Dogs) Act 2008.

Dangerous Dogs Registration – Initial and first year – Pro rata	\$510.00	\$525.00	2.94%	Recommend this fee be escalated in line with the council cost index consistent with most other dog registration related services. Rounding has been applied	(a)	Reviewed
Dangerous Dogs Registration – Non Compliance – Renewal Only – Pay By Date	\$480.00	\$495.00	3.13%	As above, noting this fee has been adjusted to maintain a \$30 discount for payment by the due date.	(a)	Reviewed
Dangerous Dogs Registration – Non Compliance – Renewal Only – Pay After Date	\$510.00	\$525.00	2.94%	As above	(a)	Reviewed
Dangerous Dogs Registration – Full Compliance (desexed dog) – Renewal Only – Pay By Date	\$233.00	\$240.00	3.00%	As above, noting this fee has been adjusted to maintain a \$30 discount for payment by the due date.	(a)	Reviewed
Dangerous Dogs Registration – Full Compliance (desexed dog) – Renewal Only – Pay After Date	\$263.00	\$270.00	2.66%	As above	(a)	Reviewed
Dangerous Dogs Registration – Full Compliance (entire dog) – Renewal Only – Pay By Date	\$310.00	\$317.00	2.26%	As above	(a)	Reviewed
Dangerous Dogs Registration – Full Compliance (entire dog) – Renewal Only – Pay After Date	\$340.00	\$347.00	2.06%	As above	(a)	Reviewed

5.10 Menacing Dogs

Dogs declared menacing according to the Animal Management (Cats and Dogs) Act 2008.

ivienacing Dogs Registration – Initial and Ilist year – Pto rata \$510.00 \$525.00 2.94% As above (a)	Menacing Dogs Registration – Initial and first year – Pro rata	\$510.00	\$525.00	2.94%	As above	(a)	Reviewed
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	Year 19/20	Year 2	0/21			
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status
	(incl. GST)	(incl. GST)	%		351(2)	

5.10 Menacing Dogs [continued]

Menacing Dogs Registration – Non Compliance – Renewal Only – Pay By Date	\$480.00	\$495.00	3.13%	As above, noting this fee has been adjusted to maintain a \$30 discount for payment by the due date.	(a)	Reviewed
Menacing Dogs Registration – Non Compliance – Renewal Only – Pay After Date	\$510.00	\$525.00	2.94%	As above	(a)	Reviewed
Menacing Dogs Registration – Full Compliance (desexed dog) – Renewal Only – Pay By Date	\$233.00	\$240.00	3.00%	As above, noting this fee has been adjusted to maintain a \$30 discount for payment by the due date.	(a)	Reviewed
Menacing Dogs Registration – Full Compliance (desexed dog) – Renewal Only – Pay After Date	\$263.00	\$270.00	2.66%	As above	(a)	Reviewed
Menacing Dogs Registration – Full Compliance (entire dog) – Renewal Only – Pay By Date	\$310.00	\$317.00	2.26%	As above	(a)	Reviewed
Menacing Dogs Registration – Full Compliance (entire dog) – Renewal Only – Pay After Date	\$340.00	\$347.00	2.06%	As above	(a)	Reviewed

5.11 Farm Dog

NOTE: Farm Dog - dogs that do not meet the criteria set out for a working dog in the Animal Management (Cats and Dogs) Act 2008 but do meet the following criteria may be classified as a farm dog and receive a discounted registration fee:

- 1. Satisfy an authorised officer that the said dog is in fact a farm working dog within Ipswich City Council (assessment of skills that the dog does provide assistance on the farm will be required)
- 2. The dog lives on a property in a classified rural zone within Ipswich City Council
- 3. The dog's owner is a primary producer, however this may not be the owners' principal occupation within Ipswich City Council.

5.11.1 Per Entire Farm Dog (First) (i.e. the dog is not desexed)

Farm Dog Registration (entire dog) – First dog – Pay By Date	\$73.00	\$75.00	2.74%	As above	(a)	Reviewed
Farm Dog Registration (entire dog) – First dog – Pay After Date	\$103.00	\$105.00	1.94%	As above, with the exception that this fee has been	(a)	Reviewed
				rounded down.		

5.11.2 Per Desexed Farm Dog (First)

Farm Dog Registration (desexed dog) – First dog – Pay By Date	\$29.00	\$30.00	3.45%	This fee has been subject to a minor increase.	(a)	Reviewed
Farm Dog Registration (desexed dog) – First dog – Pay After Date	\$59.00	\$60.00	1.69%	As above, with the exception that this fee has been	(a)	Reviewed
				rounded down.		

	Year 19/20	Year 2	0/21			
Name	Last YR Fee	Fee	Increase	Comment	GST LGS s97(2)	Status
	(incl. GST)	(incl. GST)	%		551(2)	

5.11.3 Per Farm Dog (Additional)

Where an owner is registering more than one farm dog, the first dog is registered at the appropriate fee (see above) and each additional dog will be charged this fee

Farm Dog Registration – Additional dog – Pay by Date	\$27.00	\$28.00	3.70%	This fee has been subject to a minor increase.	(a)	Reviewed
Farm Dog Registration – Additional dog – Pay After Date	\$42.00	\$43.00	2.38%	As above	(a)	Reviewed

5.12 Dogs QLD Members

Dog Registration – Dogs QLD Members (entire dog) – Pay by Date	\$71.00	\$73.00	2.82%	As above. Dogs QLD Members are eligible for a discounted registration fee.	(a)	Reviewed
Dog Registration – Dogs QLD Members (entire dog) – Pay After Date	\$101.00	\$103.00	1.98%	As above, with the exception that this fee has been rounded down.	(a)	Reviewed

5.13 Reciprocal Dog Registration

Where a dog is currently registered with any other Australian Local Government and satisfactory proof of registration is shown, no fee will be charged for the registration of the dog with the Ipswich City Council for the current Ipswich City Council registration period.

Reciprocal Dog Registration transfer	No charge	Transfer of / reciprocal dog registration is proposed to remain at no charge.	(a)	Reviewed
	Last YR Fee No Charge			

6 Impounding

(Not included in this extract)

7 Other Animal Management Charges

(Not included in this extract)

Doc ID No: A6226005

ITEM: 5

SUBJECT: AMENDMENT OF COUNCIL'S MEETING PROCEDURES POLICY

AUTHOR: COMMITTEE MANAGER

DATE: 11 MAY 2020

EXECUTIVE SUMMARY

This is a report concerning the proposed amendment of Council's Meeting Procedures Policy.

RECOMMENDATION/S

That the policy titled "Meetings Procedures Policy" adopted at the Council Ordinary Meeting of 25 February 2020 be amended as outlined in Attachment 2.

RELATED PARTIES

Councillors, the Chief Executive Officer and the committee section of council are all related parties to this report.

ADVANCE IPSWICH THEME

Listening, leading and financial management

PURPOSE OF REPORT/BACKGROUND

In accordance with section 150G of the *Local Government Act 2009* council adopted its Meeting Procedures Policy on 25 February 2020. Since that time there have been a couple of matters identified that require amendment. These matters are outlined below:

- (a) Under 8.4 Order of Business, the Declarations of Interest have been moved to sit immediately prior to the Confirmation of Minutes to allow for all declarations to be declared prior to other matters on the agenda.
- (b) The term Standing Orders was replaced in the last amendment of this policy with the word Meeting Procedures to maintain consistency however there were a number of areas throughout the document where this wording was not picked up. These have now been identified.

(c) Section 9.8 of the policy titled Method of Taking Vote has been amended to include wording stating that all voting at Council meetings (including committee meetings) must be recorded in the minutes of the meeting with the names of councillors who voted for and against each motion or amendment. Additionally, the section has been amended to conform with the relevant sections of the *Local Government Act 2009* and *Local Government Regulation 2012* regarding the requirement to vote in the affirmative or the negative, and that a failure to vote, will be taken to be a vote in the negative.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the legislative provisions of the following Act and its supporting regulation and with the Department of Local Government, Racing and Multicultural Affairs Standing Orders for Council Meetings including Standing Committees Best Practice Guide:

Local Government Act 2009

Section 260 of the Local Government Regulation 2012 - Procedure at meetings states:

- (1) Business may be conducted at a meeting of a local government only if a quorum is present.
- (2) At a meeting of a local government—
 - (a) voting must be open; and
 - (b) a question is decided by a majority of the votes of the councillors present; and
 - (c) each councillor present has a vote on each question to be decided and, if the votes are equal, the councillor presiding also has a casting vote; and
 - (d) if a councillor present fails to vote, the councillor is taken to have voted in the negative.

RISK MANAGEMENT IMPLICATIONS

It was identified by the Mayor at the post-election meeting that council would amend its meeting procedures to include the matter of recording votes on every motion and therefore not undertaking this process would be in contravention of this.

FINANCIAL/RESOURCE IMPLICATIONS

There are no financial/resource implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

The Manager, Legal and Governance (General Counsel), General Manager Corporate Services and Chief Executive Officer have been consulted in the preparation of this report.

CONCLUSION

The amendments proposed to the Meeting Procedures Policy will support the Mayor's proposal of updating the policy to record every vote on every motion, conform with the legislative provisions regarding the casting and recording of votes, as well as streamline the

declarations of interest process so that declarations are made prior to any matters being considered.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

- 1. Current Meeting Procedures Policy U
- 2. Tracked Meeting Procedures Policy J. 🖺
- 3. Clean Meeting Procedures Policy J. L.

Vicki Lukritz

COMMITTEE MANAGER

I concur with the recommendations contained in this report.

Tony Dunleavy

MANAGER LEGAL AND GOVERNANCE (GENERAL COUNSEL)

I concur with the recommendations contained in this report.

Sonia Cooper

GENERAL MANAGER CORPORATE SERVICES

"Together, we proudly enhance the quality of life for our community"



IPSWICH CITY COUNCIL

MEETING PROCEDURES POLICY

Version Control and Objective ID	Version No: 2	Objective ID: A6072049	
Approved by Council on	25 February 2020		
Date of Review	w 25 February 2024		

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IPSWICH CITY COUNCIL | Meetings Procedures Policy

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IPSWICH CITY COUNCIL | Meetings Procedures Policy

1. Statement

Council is strongly committed to ensuring that the local government principles are reflected in the conduct of local government meetings and committee meetings.

2. Purpose and Principles

This policy provides a framework for the orderly and proper conduct of meetings of the local government and its committees.

"The following local government principles underpin Council's commitment to meeting processes:

- transparent and effective processes, and decision-making in the public interest; and
- sustainable development and management of assets and infrastructure, and delivery of effective services; and
- democratic representation, social inclusion and meaningful community engagement;
- good governance of, and by, local government; and
- ethical and legal behaviour of Councillors and local government employees

3. Strategic Plan Links

- Strengthening our local economy and building prosperity
- Managing growth and delivering key infrastructure
- Caring for the Community
- Caring for the Environment
- Listening, Leading and Financial Management

4. Regulatory Authority

- Local Government Act 2009
- Local Government Regulation 2012
- Ipswich City Council Councillor Code of Conduct
- Ipswich City Council Investigations Policy

5. Scope

This policy applies to all Councillors and Council staff that attend and participate in committee and Council meetings. It sets out the processes that must be followed in relation to meeting protocol. This policy does not deal with meeting conduct, this process in outlined in a corresponding policy titled Meeting Conduct Policy.

Roles and Responsibilities

The Chief Executive Officer is responsible for the implementation of this policy.

The Mayor and Councillors are responsible for ensuring that processes and behaviour are undertaken in accordance with this policy.

The Legal and Governance Branch of the Corporate Services Department is responsible for ensuring the publication of this policy on Council's website.

7. Meeting Procedures

- 7.1 These Meeting Procedures provide rules for the conduct of:
 - Local government meetings;
 - Local government standing committee meetings; and
 - Local government advisory committee meetings.
- 7.2 Any provision of these Meeting Procedures may be suspended by resolution of any meeting of Council. A separate resolution is required for any such suspension of a provision of the Meeting Procedures and must specify the purpose and duration of each suspension.
- 7.3 Where at a local government meeting a matter arises which is not provided for in these Meeting Procedures, such matters shall be determined by the Chairperson of the meeting in consultation with members of the meeting or by resolution of Council upon a motion which may be put without notice but otherwise in conformity with these Meeting Procedures.

8. Procedures for Meetings of Council

8.1. Presiding Officer

- 8.1.1 The Mayor will preside at a meeting of Council.
- 8.1.2 If the Mayor is absent or unavailable to preside, the Deputy Mayor will preside.
- 8.1.3 If both the Mayor and the Deputy Mayor are absent or unavailable to preside, a Councillor chosen by the Councillors present at the meeting will preside at the meeting.
- 8.1.4 Council will choose the Chairperson for a Committee meeting. This Chairperson will normally preside over meetings of the Committee.
- 8.1.5 If the Chairperson of a Committee is absent or unavailable to preside, the Deputy Chairperson will preside. If both the Chairperson and Deputy Chairperson are absent or unavailable to preside, a Councillor chosen by the Councillors present will preside over the Committee meeting.

8.2. Times of Meeting

8.2.1 The local government may, by resolution, fix the days and times for its ordinary meetings.

- 8.2.2 If there is no resolution fixing the day and time for an ordinary meeting, the Chief Executive Officer may fix the date and time for the meeting.
- 8.2.3 Before the Chief Executive Officer fixes the date and time for an ordinary meeting, the Chief Executive Officer will, if practicable, consult with the Mayor about the proposed day and time for the meeting.

8.3. Notice and Agendas for meetings

- 8.3.1 The Agenda may contain:
 - · Notice of meeting
 - Minutes of the previous meetings
 - Business arising out of previous meetings
 - Business which the Mayor wishes to have considered at that meeting without notice (Mayoral Minute)
 - Matters of which notice has been given
 - Committees' reports to Council referred to the meeting by the CEO
 - Officers' reports to Council referred to the meeting by the CEO
 - · Deputations and delegations
 - Any other business Council determines by resolution be included in the agenda paper.
- 8.3.2 Business not on the Agenda or not fairly arising from the Agenda shall not be considered at any Meeting unless permission for that purpose is given by Council at such meeting.
- 8.3.3 Business must be in accordance with the adopted Terms of Reference for each Committee.

8.4. Order of Business

- 8.4.1 Before proceeding with the business of the meeting, the person presiding at the meeting shall undertake the acknowledgement and/or greetings deemed appropriate by the Council.
- 8.4.2 The order of business shall be determined by resolution of Council from time to time. The order of business may be altered for a particular meeting where the Councillors at that meeting pass a motion to that effect. A motion to alter the order of business may be moved without notice.
- 8.4.3 Unless otherwise altered, the order of business for an ordinary meeting shall be as follows:
 - Opening of meeting
 - Welcome to country or acknowledgement of country
 - Opening Prayer
 - Attendances including apologies and leave of absence
 - Condolences
 - Tributes

- Presentation of petitions
- Presentations and deputations
- Public Participation
- Confirmation of Minutes
- Mayoral Minute
- Declaration of Interests in matters on the agenda
- Business Outstanding including conduct matters and matters lying on the table to be dealt with
- Reception and consideration of committee reports
- Officers Reports
- Notices of Motion
- Questions on notice
- 8.4.4 The minutes of a preceding meeting whether an ordinary or a special meeting, not previously confirmed shall be taken into consideration, at every ordinary meeting of Council, in order that such minutes may be confirmed and no discussion shall be permitted with respect to such minutes except with respect to their accuracy as a record of the proceedings.
- 8.4.5 The procedure of a committee for dealing with business must be in accordance with procedural directions given to the committee by resolution of Council or if there is no procedural direction governing a particular matter, the Chairperson's decision.

8.5. Special Meetings

- 8.5.1 The Chief Executive Officer must call a special meeting of the local government if—
 - the special meeting is required by a resolution of the local government; or
 - the Chief Executive Officer considers a matter should be brought before the Council for discussion; or
 - a written request for the special meeting is given to the Chief Executive Officer in accordance with subsection 8.5.2 below.
- 8.5.2 A written request for a special meeting of the local government must—
 - be signed by the Mayor or three or more Councillors; and
 - specify the purpose of the special meeting; and
 - propose a date and time for the holding of the special meeting.
- 8.5.3 The Chief Executive Officer calls a special meeting by giving written notice of the date and time of the meeting and the business to be conducted at the meeting to each Councillor.
- 8.5.4 The order of business for a special meeting of Council shall be as follows:
 - · Opening of meeting

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- Welcome to country or acknowledgement of country
- Opening Prayer
- Attendances including apologies and leave of absence
- Officer's Reports.

A mayoral minute is allowed but must only relate to the specific matter that has been notified in the request for special meeting.

8.6. Attendance at committee meetings

- 8.6.1 Any Councillor of the local government may attend a meeting of a committee and may address the committee in accordance with section 8.4.5 of this policy.
- 8.6.2 A Councillor must attend a meeting of committee or Council in person, except if there is a natural disaster or severe weather prevents the Councillor from attending the place of the meeting or unless a resolution is passed that the Councillor be allowed to take part in the meeting by teleconference.

8.7. Leave of absence from meetings

- 8.7.1 Councillors must seek a leave of absence from an ordinary or committee meeting where a Councillor cannot attend a meeting due to private or business purposes.
- 8.7.2 Leave is granted at the discretion of the Council.
- 8.7.3 . An application for leave of absence does not need to be made in person, and as a result, Council may grant such leave while a Councillor is absent.
- 8.7.4 Where a Councillor needs to seek leave from more than a single meeting, such requests are to be made in writing to the CEO specifying the dates of the meeting/s for the requested leave. The CEO will inform the chairperson of the relevant meeting of the request.
- 8.7.5 If a Councillor attends a meeting for which leave has been granted previously, any future absence requires additional leave to be granted, regardless if the original leave covered any future meetings.
- 8.7.6 A leave of absence is automatically granted to a Councillor where the Council passes a formal resolution for a Councillor to attend a conference or event.

8.8. Absence from meetings

- 8.8.1 A request by a Councillor for a leave of absence for not attending a meeting will be recorded in the minutes.
- 8.8.2 Where a Councillor is absent from a meeting without an approved leave of absence or submitted apology, the Councillor will not be listed in the apologies section of the meeting minute.

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8.9. Mayoral minute

- 8.9.1 The Mayor may direct the attention of Council to a matter or subject not on the agenda by a minute signed by the Mayor, without notice, on any matter or topic that is within the jurisdiction of the Council or of which the Council has official knowledge.
- 8.9.2 The Mayor must deliver a copy of the Mayoral Minute for an ordinary meeting of the local government to the Chief Executive Officer.
- 8.9.3 The Mayoral Minute shall, when introduced, take precedence over all business before, or to come before, the meeting of the local government.
- 8.9.4 A motion comprising the Mayoral Minute may be put by the Mayor without being seconded at any stage of the ordinary meeting considered appropriate by the Mayor.
- 8.9.5 If the motion comprising the Mayoral Minute is passed, the Mayoral Minute becomes a resolution of the local government.
- 8.9.6 Amendments or variations to Mayoral Minutes that are consistent with the intent of the terms of the minute are permitted, provided such amendments have the agreement of the Mayor.

8.10. Petitions

- 8.10.1 Any petition presented to a meeting of Council shall:
 - be in legible writing or typewritten and contain a minimum of ten (10) signatures;
 - include the name and contact details of the Principal Petitioner (i.e., one person who
 is the organiser and who will act as the key contact for the issue);
 - include the postcode of all petitioners, and
 - have the details of the specific request/matter appear on each page of the petition.
- 8.10.2 Where a Councillor presents a petition to a meeting of Council, no debate on or in relation to it shall be allowed and the only motion which may be moved is that the petition be received; or received and referred to a committee or officer for consideration and a report back to the Council; or not be received because it is deemed invalid.
- 8.10.3 Council will respond to the Principal Petitioner in relation to all petitions.

8.11. Deputations

- 8.11.1 A deputation wishing to attend and address a meeting of Council shall apply in writing to the CEO not less than seven (7) business days before the meeting.
- 8.11.2 The CEO, on receiving an application for a deputation shall notify the Chairperson who shall determine whether the deputation may be heard. The CEO or relevant General Manager shall inform the deputation of the determination in writing. Where it has been determined the deputation will be heard, a convenient time shall be arranged for that purpose, and an appropriate time period allowed.

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- 8.11.3 For deputations comprising three or more persons, only three persons shall be at liberty to address Council unless the Councillors at the meeting determine otherwise by resolution.
- 8.11.4 A deputation shall be given adequate opportunity to explain the purpose of the deputation however the maximum total time allocated per deputation will not exceed 15 minutes, unless otherwise agreed by the Chairperson.
- 8.11.5 If a member of the deputation other than the appointed speakers interjects or attempts to address the Council, the Chairperson may finalise the deputation.
- 8.11.6 The Chairperson may terminate an address by a person in a deputation at any time where:
 - the Chairperson is satisfied that the purpose of the deputation has been sufficiently explained to the Councillors at the meeting;
 - the time period allowed for a deputation has expired, or
 - the person uses insulting or offensive language or is derogatory towards Councillors or staff members.
- 8.11.7 The CEO is responsible for the deputation including that the appointed speaker/s are notified in writing of developments or future actions as appropriate.

8.12. Repealing or amending resolutions

- 8.12.1 A resolution of Council is effective from the moment it is passed and it is the function and duty of the Chief Executive Officer to give effect to such resolution.
- 8.12.2 A resolution can only be rescinded or repealed if it has not been acted upon.
- 8.12.3 A resolution of Council may not be amended or repealed unless notice of motion is given in accordance with the requirements of the Local Government Act 2009 or the Local Government Regulation 2012.
- 8.12.4 Councillors present at the meeting at which a motion to repeal or amend a resolution is put, may defer consideration of that motion. Such deferral shall not be longer than three (3) months.

8.13. Statement of Reasons

8.13.1 In accordance with section 273 of the Local Government Regulation 2012, if a decision made at a meeting is inconsistent with a recommendation or advice given to Council by an advisor of the Council, the minutes of the meeting must include a statement of the reasons for not adopting the recommendation or advice.

8.14. Adjournments

8.14.1 An adjournment may be called by the Chairperson at any time in order for a rest break. Such break will be taken in a separate meeting room.

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9. Motions

9.1. Notice of matter to be included on agenda by Councillor

- 9.1.1 Any Councillor requesting a matter to be included on an agenda, must give notice in writing to the Chief Executive Officer at least five (5) business days before the notice of meeting is required to be given.
- 9.1.2 Councillors may advise whether the notice of motion is to go to the next ordinary meeting or next appropriate committee meeting. However the CEO, in setting the agendas, may determine that the notice of motion is best dealt with by another committee or ordinary meeting.
- 9.1.3 Notice of motions must:
 - be framed as succinctly as possible;
 - not include argument or discussion or excessive background material;
 - be relevant to the good order of the business of the Council; and
 - not be an action that could be dealt within operational procedures.

9.2. Motion to be moved and seconded

- 9.2.1 A Councillor is required to 'move' a motion and then another Councillor is required to 'second' the motion.
- 9.2.2 A motion or an amendment to a motion shall not be debated at a meeting of Council unless or until the motion or the amendment is seconded, with the exception of Procedural Motions.
- 9.2.3 When a motion has been moved and seconded, it shall become subject to the control of Council and shall not be withdrawn without the consent of Council.
- 9.2.4 Other Councillors can propose amendments to the motion which must be voted on before voting on the final motion.
- 9.2.5 A motion brought before a meeting of Council in accordance with the Local Government Act 2009 or these Standing Orders shall be received and put to the meeting by the Chairperson. The Chairperson may require a motion or amendment to a motion to be stated in full or be in writing before permitting it to be received.
- 9.2.6 The Chairperson may call the notices of motion in the order in which they appear on the agenda, and where no objection is taken to a motion being taken as a formal motion, the Chairperson may put the motion to the vote without discussion.

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9.3. Absence of Mover of Motion

- 9.3.1 Where a Councillor who has given notice of a motion is absent from the meeting of Council at which the motion is to be considered, the motion may be:
 - · moved by another Councillor at the meeting; or
 - · deferred to the next appropriate committee or ordinary meeting.

9.4. Amendment of Motion

- 9.4.1 A Councillor who proposes or seconds a motion may propose or second an amendment to that motion.
- 9.4.2 An amendment to a motion shall be in terms which maintain or further clarify the intent of the original motion and do not contradict the motion.
- 9.4.3 Not more than one motion or one proposed amendment to a motion may be put before a meeting of Council at any one time.
- 9.4.4 Where an amendment to a motion is before a meeting of Council, no other amendment to the motion shall be considered until after the first amendment has been put.
- 9.4.5 Where a motion is amended by another motion, the original motion shall not be put as a subsequent motion to amend that other motion.
- 9.4.6 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 9.4.7 An amendment may become the motion without debate or a vote where it is accepted by the Councillors who moved and seconded the original motion ie; the amendment becomes a variation to the original motion.
- 9.4.8 The amendment must be moved before debate on the motion has been concluded and the right of reply of the mover of the motion has been exercised.

9.5. Foreshadowed motions and amendments

- 9.5.1 A Councillor may propose a foreshadowed motion in relation to the matter the subject of the original motion before the Council, without a seconder during debate on the original motion.
- 9.5.2 The foreshadowed motion is only to be considered if the original motion is lost or withdrawn and the foreshadowed motion is then moved and seconded. If the original motion is carried, the foreshadowed motion lapses.
- 9.5.3 Where and amendment has been moved and seconded, a Councillor may, without a seconder, foreshadow a further amendment that they propose to move after the first amendment has been dealt with.

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- 9.5.4 There is no limit to the number of foreshadowed amendments that may be put before the Council at any time. However, no discussion can take place on foreshadowed amendments until the previous amendment has been dealt with and the foreshadowed amendment has been moved and seconded.
- 9.5.5 Foreshadowed motions and foreshadowed amendments are to be considered in the order in which they are proposed. However, foreshadowed motions cannot be considered until all foreshadowed amendments have been dealt with.
- 9.5.6 Foreshadowed motions and foreshadowed amendments are required to be moved and seconded before debate can commence.

9.6. Withdrawal of Motion

- 9.6.1 If a motion has been moved and seconded, the mover of the motion may elect to withdraw the motion:
 - before the motion is voted on; or
 - before an amendment to the motion is moved and seconded.
- 9.6.2 If an amendment to a motion is accepted by the Councillors who have moved and seconded a motion, the original motion is deemed to be withdrawn and the motion, as accepted, will become the motion.
- 9.6.3 A motion or amendment may be withdrawn by the mover thereof with the consent of Council, which shall be signified without debate, and a Councillor shall not speak upon such motion or amendment thereof after the mover has been granted permission by Council for its withdrawal.
- 9.6.4 If the majority of Councillors object to the withdrawal of the motion or amendment, it may not be withdrawn.

9.7. Speaking to Motions and Amendments

- 9.7.1 The mover of a motion or amendment shall read it and shall state that it is so moved but shall not speak to it until it is seconded.
- 9.7.2 A Councillor may make a request to the Chairperson for further information before or after the motion or amendment is seconded.
- 9.7.3 The order of speakers will be:
 - the Councillor moving the motion;
 - Councillors alternatively against and for the motion;
 - once alternative speakers are exhausted, as determined by the Chairperson;
 - the mover of the motion has the final right of reply, provided there has been a speaker against the motion or amendment; and
 - the mover of an amendment motion will have no right of reply.

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- 9.7.4 If the amendment to a motion is passed, the Councillor who moved the original motion will have the right of reply to the amended motion.
- 9.7.5 Once the right of reply has been exercised on a motion, the debate on the motion is closed.
- 9.7.6 Each Councillor shall speak no more than once to the same motion or same amendment except as a right of reply.
- 9.7.7 Each speaker shall be restricted to not more than five (5) minutes unless permission from the meeting to extend this time has been granted.
- 9.7.8 Where two or more Councillors indicate they may wish to speak at the same time, the Chairperson shall determine who is entitled to priority.

9.8. Method of taking vote

- 9.8.1 Before any matter is put to the vote, the Chairperson may direct the motion or amendment to be read again by the Chief Executive Officer or other officer who is taking the minutes of the meeting.
- 9.8.2 The Chairperson must, in taking the vote on a motion or amendment, put the question, first in the affirmative and then in the negative and may do so as often as necessary to form and declare an opinion as to whether the affirmative or the negative has the majority vote.
- 9.8.3 Councillors will vote by a show of hands.
- 9.8.4 The Chairperson will call for all Councillors in favour of the motion to indicate their support. The Chairperson will then call for all Councillors against the motion to indicate their objection.
- 9.8.5 Any Councillor may call for a 'division' on an item. If a division is called, the minutes will record the names of Councillors and how they voted (including abstaining).
- 9.8.6 The Chairperson shall declare the result of a vote or a division as soon as it has been determined.
- 9.8.7 All motions and details of their outcome (ie whether they were lost or carried) must be recorded in the minutes.
- 9.8.8 If a motion is carried unanimously, this will be recorded in the minutes accordingly.
- 9.8.9 Where the majority of members vote in favour of the motion, the minutes will record that the majority of members voted in favour of the motion and outline those members that voted against the motion or abstained from the vote.
- 9.8.10 Councillors have the right to request that their names and how they voted be recorded in the minutes if they so request, for voting other than by Division.

- 9.8.11 Except upon a motion to repeal or amend it, the resolution shall not be discussed after the vote has been declared.
- 9.8.12 If a report contains distinct recommendations, the decision of Council may be taken separately on each recommendation.

10. Procedural motions

10.1. Process for procedural motions

- 10.1.1 A Councillor at a meeting of Council may, during the debate of a matter at the meeting, move, as a procedural motion, without the need for a seconder the following motions:
 - that the question/motion be now put;
 - that the motion or amendment now before the meeting be adjourned;
 - that the meeting proceed to the next item of business;
 - that the motion/question lie on the table;
 - that the motion/question be taken from the table;
 - a point of order;
 - · a motion of dissent against the Chairpersons decision;
 - that this report/document be tabled;
 - · suspension of standing orders;
 - that the meeting stand adjourned.

10.2. That the motion be put

- 10.2.1 A procedural motion, "that the motion be put", may be moved in order to bring on the finalisation of a motion.
- 10.2.2 A Councillor may move that a motion or an amendment be now put:
 - if the mover of the motion or amendment has spoken in favour of it and no Councillor expresses an intention to speak against it; or
 - if at least two Councillors have spoken in favour of the motion or amendment and at least two Councillors have spoken against it.
- 10.2.3 Where such a procedural motion is carried, the Chairperson must immediately put the motion, or amendment to that motion under consideration.
- 10.2.4 Where such procedural motion is lost, debate on the motion or amendment to that motion shall continue.

10.3. That the debate on the motion or amendment be adjourned

10.3.1 The procedural motion, "that the debate on the motion or amendment be adjourned", will specify a time or date, to which the debate will be adjourned.

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10.4. That the meeting proceed to the next item

10.4.1 Where a procedural motion, "that the meeting proceed to the next item" is carried, debate on the matter that is the subject of the motion shall cease. However, debate on the matter of the motion may be considered again by Council on the giving of notice in accordance with the Standing Orders.

10.5. That the matter lie on the table

- 10.5.1 A procedural motion, "that the matter lie on the table", shall only be moved where the Chairperson or a Councillor requires additional information on the matter, or the result of some other action of Council or person is required, before the matter may be concluded at the meeting. Where such a procedural motion is passed, the Council shall proceed with the next matter on the business paper.
- 10.5.2 If the motion to lay the matter on the table is lost, debate continues and the motion cannot be moved again in respect of that substantive motion.
- 10.5.3 If the motion to lay the matter on the table is moved and carried whilst an amendment is before the chair, both the motion and the amendment are laid on the table.
- 10.5.4 If the motion is carried, the matter is unable to be dealt with until a procedural motion 'that the matter be lifted from the table and dealt with' is carried.

10.6. That the matter be taken from the table

- 10.6.1 The motion, "that the matter be taken from the table", can only be taken from the table by the same committee or the ordinary meeting.
- 10.6.2 Once the matter is returned to the table, all members, whether or not they have previously spoken, have the right to speak.

10.7. Points of Order

- 10.7.1 A member who is speaking shall not be interrupted, except by the Chairperson or upon a point of order, in which event the member shall resume the member's seat and remain silent until the Chairperson has ceased speaking or the point of order has been disposed of, whereupon the member so interrupted may, if permitted, proceed.
- 10.7.2 Any Councillor may ask the Chairperson to decide on a 'point of order' where it is believed that:
 - another Councillor has failed to comply with these standing orders;
 - a matter before the meeting is in contravention of the Local Government
 Act/Regulations, or is beyond the jurisdiction power of Council or is of an objectionable nature;
 - another Councillor's conduct at the meeting may constitute inappropriate conduct, misconduct or corrupt conduct.

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- 10.7.3 A point of order cannot be used as a means of contradicting a statement made by a Councillor speaking about a matter.
- 10.7.4 Where a 'point of order' is raised, consideration of the matter to which the motion was raised shall be suspended and the Chairperson shall determine whether the point of order is upheld.
- 10.7.5 Upon a point of order arising during the process of a debate, a member may speak to a point of order.
- 10.7.6 Notwithstanding anything contained in these standing orders to the contrary, all points of order at any time arising shall, until decided, suspend the consideration and decision of every other motion or matter.

10.8. Motion of dissent

- 10.8.1 A Councillor may move 'a motion of dissent' in relation to a ruling of the Chairperson on a point of order. Where such motion is moved, further consideration of any matter shall be suspended until after a ruling is made.
- 10.8.2 Where a motion of dissent is carried, the matter to which the ruling of the Chairperson was made shall proceed as though that ruling had not been made.
- 10.8.3 Where as a result of that ruling the matter was discharged as out of order, it shall be restored to the business paper and be dealt with in the normal course of business.
- 10.8.4 Where a motion of dissent is not carried, the ruling of the Chairperson will stand.

10.9. That the report/document be tabled

- 10.9.1 The motion, 'that this report/document be tabled', may be used by a Councillor to introduce a report or other document to the meeting, only if the report or other document is not otherwise protected under confidentiality or information privacy laws. On tabling the document, it ceases to be a confidential document and is available for public scrutiny.
- 10.9.2 The only motion which will be moved following tabling is that:
 - the report/document be received and referred to a committee or an employee for consideration and report back to the meeting; or
 - the report/document not be received.

10.10. Suspension of Meeting Procedures

- 10.10.1 A procedural motion, "that a provision of these meeting procedures be suspended for a specified period", may be made by any Councillor in order to permit some action that otherwise would be prevented by a procedural rule.
- 10.10.2 A procedural motion to suspend a rule shall specify the reason and duration of such a suspension.

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10.10.3 At the conclusion of the specified period, a procedural motion "to resume a provision of these meeting procedures" shall be made to reinstate all provisions of the meeting procedures to the meeting.

10.11. That the meeting be adjourned/resumed

- 10.11.1 A procedural motion, "that the meeting be adjourned", may be moved by a Councillor at the conclusion of debate on any matter on the business paper or at the conclusion of a Councillor's time for speaking to the matter, and shall be put without debate.
- 10.11.2 Such a procedural motion will specify a time for the resumption of the meeting and on resumption of the meeting the Council shall continue with the business before the meeting at the point where it was discontinued on the adjournment.

10.12. Closed meetings

- 10.12.1 Local Government and standing committees may resolve that a meeting be closed to the public if its Councillors or members consider it necessary to discuss any of the matters as detailed in section 275(1) of the Local Government Regulation 2012 (Closed meetings).
- 10.12.2 If a closed session includes attendance by teleconference, the Councillor/s attending by teleconference must maintain confidentiality by ensuring no other person can hear their conversation.
- 10.12.3 To take an issue into a closed session, the Local Government must first pass a resolution to do so.
- 10.12.4 In the interests of accountability and transparency, the Local Government must specify the nature of the matter to be discussed and the reasoning of the Councillors for going into closed session.
- 10.12.5 If the matter is known in advance, the agenda should clearly identify that the matter will be considered in closed session and name the topic to be discussed and a brief explanation of why it is deemed necessary to take the issue into closed session.
- 10.12.6 The minutes of a Local Government must detail the matter discussed and reasoning for discussing the matter in closed session. The Local Government must also ensure that it complies with the statutory obligations associated with recording of passed resolutions.
- 10.12.7 Where a procedural motion, "that the Council resolve to close the meeting to the public for the purpose of" is passed, all members of the public must leave and not re-enter the room where the meeting is being held until a procedural motion "that the Council meeting be re-opened to the public" is passed.
- 10.12.8 A resolution (other than procedural) of the Local Government or committee must be made in a public meeting. A resolution cannot be made in a closed meeting.

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10.13. Questions

- 10.13.1 A Councillor may at a Council meeting ask a question for reply by another Councillor or an officer regarding any matter under consideration at the meeting.
- 10.13.2 Questions relating to general work or procedure of the local government or any matter under the jurisdiction of the local government but not related to any matter under consideration at that meeting are not allowed.
- 10.13.3 A question shall be asked categorically and without argument and no discussion shall be permitted at the meeting of Council in relation to a reply or a refusal to reply to the question.
- 10.13.4 A Councillor or officer to whom a question is asked without notice may request that the question be taken on notice for response at the next meeting. In this instance the question must be reduced to writing and provided to the relevant Councillor or Chief Executive Officer.
- 10.13.5 A Councillor who asks a question at a meeting, whether or not upon notice, shall be deemed not to have spoken to the debate of the motion to which the question relates.
- 10.13.6 The Chairperson may disallow a question which is considered inconsistent with an acceptable request or good order, provided that a Councillor may move a motion that the Chairperson's ruling be disagreed with, and if such motion be carried the Chairperson shall allow such question.

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11. Maintenance of Good Order

11.1. Business of objectionable nature

11.1.1 If at a meeting the Chairperson or a Councillor considers that a matter or motion before a meeting is of an objectionable nature or outside the powers of the local government, the Chairperson may, on the Chairperson's own volition or at the request of another Councillor, declare that the matter not be considered further.

11.2. Disorder

11.2.1 The Chairperson may adjourn the meeting of Council, where disorder arises at a meeting other than by a Councillor. On resumption of the meeting, the Chairperson shall move a motion, which shall be put without debate, to determine whether the meeting shall proceed. Where such a motion is lost, the Chairperson shall declare the meeting closed, and any outstanding matters referred to a future meeting.

11.3. Acts of disorder by members of the local government or a committee

11.3.1 If a member of the local government or committee fails to leave the meeting place as directed by the Chairperson, an authorised person may, at the request of the Chairperson, exercise reasonable force to remove the member and to keep the member away, from the meeting place.

12. Public attendance at meetings

12.1. Attendance of public and media at meetings

- 12.1.1 An area shall be made available at the place where any meeting of Council is to take place for members of the public and representatives of the media to attend the meeting and as many members of the public as reasonably can be accommodated in that area shall be permitted to attend the meeting.
- 12.1.2 When the Council is sitting in Closed Session, the public and representatives of the media shall be excluded.
- 12.1.3 The Chairperson may direct any persons improperly present to withdraw immediately.
- 12.1.4 A person who is not a member of the local government or a committee must not interrupt or obstruct the proper conduct of a meeting.
- 12.1.5 If a person (other than a member of the local government or committee) interrupts or obstructs the proper conduct of a meeting, the Chairperson of the meeting may ask the person to leave the meeting place.
- 12.1.6 A person asked to leave a meeting place must immediately leave the place and must not return to the meeting until the end or at such earlier time as is decided by the Chairperson.
- 12.1.7 If a person contravenes clause 12.1.6 above, an authorised person may, at the request of the Chairperson, exercise reasonable force to remove the person from the meeting place, and keep the person away, from the meeting place.

12.1.8 The Chairperson will adjourn the meeting until the person asked to leave the meeting place has left. After the person has left the meeting place, the Chairperson will reconvene the meeting.

12.2. Public participation at meetings

- 12.2.1 A member of the public may take part in the proceeding of a meeting only when invited to do so by the Chairperson.
- 12.2.2 In each Meeting, time may be required to permit members of the public to address the Council on matters of public interest related to local government. Any public participation at a meeting will be conducted in accordance with the Public Participation Policy.
- 12.2.3 If any address or comment is irrelevant, offensive, or unduly long, the Chairperson may require the person to cease making the submission or comment.
- 12.2.4 For any matter arising from such an address, Council may take the following actions:
 - · refer the matter to a committee;
 - deal with the matter immediately;
 - place the matter on notice for discussion at a future meeting;
 - · note the matter and take no further action.
- 12.2.5 Any person addressing the Council shall stand and act and speak with decorum and frame any remarks in respectful and courteous language.
- 12.2.6 Any person who is considered by the Council or the Mayor to be unsuitably dressed may be directed by the Mayor or Chairperson to immediately withdraw from the meeting. Failure to comply with such a request may be considered an act of disorder.

13. Monitoring and Evaluation

The effectiveness of this policy will be measured by an annual review process by the CEO in consultation with the Mayor and Councillors. Upon review a report will be submitted to Council outlining proposed amendments or continuing with the status quo. In the case of proposed amendments, the report will clearly outline the reasoning for such amendments.

14. Definitions

Term	Definition	
Act or LGA	Local Government Act 2009	
Advisory Committee	A committee of the local government appointed under section	
	265 of the Local Government Regulation 2012	
Authorised person	Means a person who holds office under section 202 of the LGA	
Chairperson	The person presiding at a meeting of the local government or	
	committee	
Chief Executive Officer	The Chief Executive Officer of the local government	
or CEO	A person who holds an appointment under section 194 of the	
	Act.	

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Term	Definition
Standing Committee	A committee of the local government appointed under section
	264 of the Local Government Regulation 2012
Council	Ipswich City Council
Councillor	Of a local government, includes the Mayor
Deputation	A presentation from a member/s of the public (which could be
	on behalf of an organisation or individual) to an ordinary or
	committee meeting
Foreshadowed	Means a proposed amendment foreshadowed by a Councillor
amendment	under clause 9.5 of this meeting procedure during debate on the
	first amendment
Foreshadowed motion	Means a motion foreshadowed by a Councillor under clause 9.5
	of the meeting procedure during debate on an original motion
Investigation policy	Refers to the policy as required by section 150AE of the LGA
Meeting	A local government meeting or a committee meeting
Ordinary meeting	A meeting that the local government is required to hold pursuant
	to section 257 of the <i>Local Government Regulation 2012</i>
Point of order	An interjection during a meeting by a member who does not
	have the floor, to call to the attention of the Chairperson an
	alleged violation or breach of the local government's standing
	orders
Procedural Motion	A set of motions that can be employed in specific ways to control
	the conduct of meetings.
Regulation	Local Government Regulation 2012
Standing orders	The rules adopted by Council that regulate the meetings of the
	Ipswich City Council
Variation to a motion	Where a Councillor seeks to vary a motion by obtaining the
	consent of the mover and seconder of the motion to have the
	proposed variation included in the motion

15. Policy Owner

Corporate Services (Legal and Governance) is responsible for authoring and reviewing this policy.



IPSWICH CITY COUNCIL

MEETING PROCEDURES POLICY

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IPSWICH CITY COUNCIL | Meetings Procedures Policy

1. Statement

Council is strongly committed to ensuring that the local government principles are reflected in the conduct of local government meetings and committee meetings.

2. Purpose and Principles

This policy provides a framework for the orderly and proper conduct of meetings of the local government and its committees.

"The following local government principles underpin Council's commitment to meeting processes:

- transparent and effective processes, and decision-making in the public interest; and
- sustainable development and management of assets and infrastructure, and delivery
 of effective services; and
- democratic representation, social inclusion and meaningful community engagement;
 and
- good governance of, and by, local government; and
- ethical and legal behaviour of Councillors and local government employees

3. Strategic Plan Links

- Strengthening our local economy and building prosperity
- Managing growth and delivering key infrastructure
- Caring for the Community
- Caring for the Environment
- Listening, Leading and Financial Management

4. Regulatory Authority

- Local Government Act 2009
- Local Government Regulation 2012
- Ipswich City Council Councillor Code of Conduct
- Ipswich City Council Investigations Policy

5. Scope

This policy applies to all Councillors and Council staff that attend and participate in committee and Council meetings. It sets out the processes that must be followed in relation to meeting protocol. This policy does not deal with meeting conduct, this process in outlined in a corresponding policy titled Meeting Conduct Policy.

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6. Roles and Responsibilities

The Chief Executive Officer is responsible for the implementation of this policy.

The Mayor and Councillors are responsible for ensuring that processes and behaviour are undertaken in accordance with this policy.

The Legal and Governance Branch of the Corporate Services Department is responsible for ensuring the publication of this policy on Council's website.

7. Meeting Procedures

- 7.1 These Meeting Procedures provide rules for the conduct of:
 - Local government meetings;
 - Local government standing committee meetings; and
 - Local government advisory committee meetings.
- 7.2 Any provision of these Meeting Procedures may be suspended by resolution of any meeting of Council. A separate resolution is required for any such suspension of a provision of the Meeting Procedures and must specify the purpose and duration of each suspension.
- 7.3 Where at a local government meeting a matter arises which is not provided for in these Meeting Procedures, such matters shall be determined by the Chairperson of the meeting in consultation with members of the meeting or by resolution of Council upon a motion which may be put without notice but otherwise in conformity with these Meeting Procedures.

8. Procedures for Meetings of Council

- 8.1. Presiding Officer
- 8.1.1 The Mayor will preside at a meeting of Council.
- 8.1.2 If the Mayor is absent or unavailable to preside, the Deputy Mayor will preside.
- 8.1.3 If both the Mayor and the Deputy Mayor are absent or unavailable to preside, a Councillor chosen by the Councillors present at the meeting will preside at the meeting.
- 8.1.4 Council will choose the Chairperson for a Committee meeting. This Chairperson will normally preside over meetings of the Committee.
- 8.1.5 If the Chairperson of a Committee is absent or unavailable to preside, the Deputy Chairperson will preside. If both the Chairperson and Deputy Chairperson are absent or unavailable to preside, a Councillor chosen by the Councillors present will preside over the Committee meeting.
- 8.2. Times of Meeting
- 8.2.1 The local government may, by resolution, fix the days and times for its ordinary meetings.

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- 8.2.2 If there is no resolution fixing the day and time for an ordinary meeting, the Chief Executive Officer may fix the date and time for the meeting.
- 8.2.3 Before the Chief Executive Officer fixes the date and time for an ordinary meeting, the Chief Executive Officer will, if practicable, consult with the Mayor about the proposed day and time for the meeting.

8.3. Notice and Agendas for meetings

- 8.3.1 The Agenda may contain:
 - · Notice of meeting
 - Minutes of the previous meetings
 - · Business arising out of previous meetings
 - Business which the Mayor wishes to have considered at that meeting without notice (Mayoral Minute)
 - · Matters of which notice has been given
 - Committees' reports to Council referred to the meeting by the CEO
 - · Officers' reports to Council referred to the meeting by the CEO
 - Deputations and delegations
 - Any other business Council determines by resolution be included in the agenda paper.
- 8.3.2 Business not on the Agenda or not fairly arising from the Agenda shall not be considered at any Meeting unless permission for that purpose is given by Council at such meeting.
- 8.3.3 Business must be in accordance with the adopted Terms of Reference for each Committee.

8.4. Order of Business

- 8.4.1 Before proceeding with the business of the meeting, the person presiding at the meeting shall undertake the acknowledgement and/or greetings deemed appropriate by the
- 8.4.2 The order of business shall be determined by resolution of Council from time to time. The order of business may be altered for a particular meeting where the Councillors at that meeting pass a motion to that effect. A motion to alter the order of business may be moved without notice.
- 8.4.3 Unless otherwise altered, the order of business for an ordinary meeting shall be as follows:
 - Opening of meeting
 - · Welcome to country or acknowledgement of country
 - · Opening Prayer
 - Attendances including apologies and leave of absence
 - Condolences
 - Tributes

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- · Presentation of petitions
- · Presentations and deputations
- Public Participation
- Declaration of Interests in matters on the agenda
- Confirmation of Minutes
- Mayoral Minute
- Declaration of Interests in matters on the agenda
- Business Outstanding including conduct matters and matters lying on the table to be dealt with
- Reception and consideration of committee reports
- Officers Reports
- Notices of Motion
- · Questions on notice
- 8.4.4 The minutes of a preceding meeting whether an ordinary or a special meeting, not previously confirmed shall be taken into consideration, at every ordinary meeting of Council, in order that such minutes may be confirmed and no discussion shall be permitted with respect to such minutes except with respect to their accuracy as a record of the proceedings.
- 8.4.5 The procedure of a committee for dealing with business must be in accordance with procedural directions given to the committee by resolution of Council or if there is no procedural direction governing a particular matter, the Chairperson's decision.

8.5. Special Meetings

- 8.5.1 The Chief Executive Officer must call a special meeting of the local government if—
 - the special meeting is required by a resolution of the local government; or
 - the Chief Executive Officer considers a matter should be brought before the Council for discussion; or
 - a written request for the special meeting is given to the Chief Executive Officer in accordance with subsection 8.5.2 below.
- 8.5.2 A written request for a special meeting of the local government must—
 - be signed by the Mayor or three or more Councillors; and
 - · specify the purpose of the special meeting; and
 - propose a date and time for the holding of the special meeting.
- 8.5.3 The Chief Executive Officer calls a special meeting by giving written notice of the date and time of the meeting and the business to be conducted at the meeting to each Councillor.
- 8.5.4 The order of business for a special meeting of Council shall be as follows:

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- · Opening of meeting
- Welcome to country or acknowledgement of country
- Opening Prayer
- Attendances including apologies and leave of absence
- Officer's Reports.

A mayoral minute is allowed but must only relate to the specific matter that has been notified in the request for special meeting.

8.6. Attendance at committee meetings

- 8.6.1 Any Councillor of the local government may attend a meeting of a committee and may address the committee in accordance with section 8.4.5 of this policy.
- 8.6.2 A Councillor must attend a meeting of committee or Council in person, except if there is a natural disaster or severe weather prevents the Councillor from attending the place of the meeting or unless a resolution is passed that the Councillor be allowed to take part in the meeting by teleconference.

8.7. Leave of absence from meetings

- 8.7.1 Councillors must seek a leave of absence from an ordinary or committee meeting where a Councillor cannot attend a meeting due to private or business purposes.
- 8.7.2 Leave is granted at the discretion of the Council.
- 8.7.3 —An application for leave of absence does not need to be made in person, and as a result, Council may grant such leave while a Councillor is absent.
- 8.7.4 Where a Councillor needs to seek leave from more than a single meeting, such requests are to be made in writing to the CEO specifying the dates of the meeting/s for the requested leave. The CEO will inform the chairperson of the relevant meeting of the request.
- 8.7.5 If a Councillor attends a meeting for which leave has been granted previously, any future absence requires additional leave to be granted, regardless if the original leave covered any future meetings.
- 8.7.6 A leave of absence is automatically granted to a Councillor where the Council passes a formal resolution for a Councillor to attend a conference or event.

8.8. Absence from meetings

- 8.8.1 A request by a Councillor for a leave of absence for not attending a meeting will be recorded in the minutes.
- 8.8.2 Where a Councillor is absent from a meeting without an approved leave of absence or submitted apology, the Councillor will not be listed in the apologies section of the meeting minute.

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8.9. Mayoral minute

- 8.9.1 The Mayor may direct the attention of Council to a matter or subject not on the agenda by a minute signed by the Mayor, without notice, on any matter or topic that is within the jurisdiction of the Council or of which the Council has official knowledge.
- 8.9.2 The Mayor must deliver a copy of the Mayoral Minute for an ordinary meeting of the local government to the Chief Executive Officer.
- 8.9.3 The Mayoral Minute shall, when introduced, take precedence over all business before, or to come before, the meeting of the local government.
- 8.9.4 A motion comprising the Mayoral Minute may be put by the Mayor without being seconded at any stage of the ordinary meeting considered appropriate by the Mayor.
- 8.9.5 If the motion comprising the Mayoral Minute is passed, the Mayoral Minute becomes a resolution of the local government.
- 8.9.6 Amendments or variations to Mayoral Minutes that are consistent with the intent of the terms of the minute are permitted, provided such amendments have the agreement of the Mayor.

8.10. Petitions

- 8.10.1 Any petition presented to a meeting of Council shall:
 - be in legible writing or typewritten and contain a minimum of ten (10) signatures;
 - include the name and contact details of the Principal Petitioner (i.e., one person who is the organiser and who will act as the key contact for the issue);
 - include the postcode of all petitioners, and
 - have the details of the specific request/matter appear on each page of the petition.
- 8.10.2 Where a Councillor presents a petition to a meeting of Council, no debate on or in relation to it shall be allowed and the only motion which may be moved is that the petition be received; or received and referred to a committee or officer for consideration and a report back to the Council; or not be received because it is deemed invalid.
- 8.10.3 Council will respond to the Principal Petitioner in relation to all petitions.

8.11. Deputations

- 8.11.1 A deputation wishing to attend and address a meeting of Council shall apply in writing to the CEO not less than seven (7) business days before the meeting.
- 8.11.2 The CEO, on receiving an application for a deputation shall notify the Chairperson who shall determine whether the deputation may be heard. The CEO or relevant General Manager shall inform the deputation of the determination in writing. Where it has been determined the deputation will be heard, a convenient time shall be arranged for that purpose, and an appropriate time period allowed.

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- 8.11.3 For deputations comprising three or more persons, only three persons shall be at liberty to address Council unless the Councillors at the meeting determine otherwise by resolution.
- 8.11.4 A deputation shall be given adequate opportunity to explain the purpose of the deputation however the maximum total time allocated per deputation will not exceed 15 minutes, unless otherwise agreed by the Chairperson.
- 8.11.5 If a member of the deputation other than the appointed speakers interjects or attempts to address the Council, the Chairperson may finalise the deputation.
- 8.11.6 The Chairperson may terminate an address by a person in a deputation at any time where:
 - the Chairperson is satisfied that the purpose of the deputation has been sufficiently explained to the Councillors at the meeting;
 - the time period allowed for a deputation has expired, or
 - the person uses insulting or offensive language or is derogatory towards Councillors or staff members.
- 8.11.7 The CEO is responsible for the deputation including that the appointed speaker/s are notified in writing of developments or future actions as appropriate.

8.12. Repealing or amending resolutions

- 8.12.1 A resolution of Council is effective from the moment it is passed and it is the function and duty of the Chief Executive Officer to give effect to such resolution.
- 8.12.2 A resolution can only be rescinded or repealed if it has not been acted upon.
- 8.12.3 A resolution of Council may not be amended or repealed unless notice of motion is given in accordance with the requirements of the Local Government Act 2009 or the Local Government Regulation 2012.
- 8.12.4 Councillors present at the meeting at which a motion to repeal or amend a resolution is put, may defer consideration of that motion. Such deferral shall not be longer than three (3) months.

8.13. Statement of Reasons

8.13.1 In accordance with section 273 of the Local Government Regulation 2012, if a decision made at a meeting is inconsistent with a recommendation or advice given to Council by an advisor of the Council, the minutes of the meeting must include a statement of the reasons for not adopting the recommendation or advice.

8.14. Adjournments

8.14.1 An adjournment may be called by the Chairperson at any time in order for a rest break. Such break will be taken in a separate meeting room.

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9. Motions

9.1. Notice of matter to be included on agenda by Councillor

- 9.1.1 Any Councillor requesting a matter to be included on an agenda, must give notice in writing to the Chief Executive Officer at least five (5) business days before the notice of meeting is required to be given.
- 9.1.2 Councillors may advise whether the notice of motion is to go to the next ordinary meeting or next appropriate committee meeting. However the CEO, in setting the agendas, may determine that the notice of motion is best dealt with by another committee or ordinary meeting.
- 9.1.3 Notice of motions must:
 - be framed as succinctly as possible;
 - not include argument or discussion or excessive background material;
 - be relevant to the good order of the business of the Council; and
 - not be an action that could be dealt within operational procedures.

9.2. Motion to be moved and seconded

- 9.2.1 A Councillor is required to 'move' a motion and then another Councillor is required to 'second' the motion.
- 9.2.2 A motion or an amendment to a motion shall not be debated at a meeting of Council unless or until the motion or the amendment is seconded, with the exception of Procedural Motions.
- 9.2.3 When a motion has been moved and seconded, it shall become subject to the control of Council and shall not be withdrawn without the consent of Council.
- 9.2.4 Other Councillors can propose amendments to the motion which must be voted on before voting on the final motion.
- 9.2.5 A motion brought before a meeting of Council in accordance with the Local Government Act 2009 or these <u>Standing Ordersmeeting procedures</u> shall be received and put to the meeting by the Chairperson. The Chairperson may require a motion or amendment to a motion to be stated in full or be in writing before permitting it to be received.
- 9.2.6 The Chairperson may call the notices of motion in the order in which they appear on the agenda, and where no objection is taken to a motion being taken as a formal motion, the Chairperson may put the motion to the vote without discussion.

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9.3. Absence of Mover of Motion

- 9.3.1 Where a Councillor who has given notice of a motion is absent from the meeting of Council at which the motion is to be considered, the motion may be:
 - · moved by another Councillor at the meeting; or
 - · deferred to the next appropriate committee or ordinary meeting.

9.4. Amendment of Motion

- 9.4.1 A Councillor who proposes or seconds a motion may propose or second an amendment to that motion.
- 9.4.2 An amendment to a motion shall be in terms which maintain or further clarify the intent of the original motion and do not contradict the motion.
- 9.4.3 Not more than one motion or one proposed amendment to a motion may be put before a meeting of Council at any one time.
- 9.4.4 Where an amendment to a motion is before a meeting of Council, no other amendment to the motion shall be considered until after the first amendment has been put.
- 9.4.5 Where a motion is amended by another motion, the original motion shall not be put as a subsequent motion to amend that other motion.
- 9.4.6 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 9.4.7 An amendment may become the motion without debate or a vote where it is accepted by the Councillors who moved and seconded the original motion ie; the amendment becomes a variation to the original motion.
- 9.4.8 The amendment must be moved before debate on the motion has been concluded and the right of reply of the mover of the motion has been exercised.

9.5. Foreshadowed motions and amendments

- 9.5.1 A Councillor may propose a foreshadowed motion in relation to the matter the subject of the original motion before the Council, without a seconder during debate on the original motion.
- 9.5.2 The foreshadowed motion is only to be considered if the original motion is lost or withdrawn and the foreshadowed motion is then moved and seconded. If the original motion is carried, the foreshadowed motion lapses.
- 9.5.3 Where and amendment has been moved and seconded, a Councillor may, without a seconder, foreshadow a further amendment that they propose to move after the first amendment has been dealt with.

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- 9.5.4 There is no limit to the number of foreshadowed amendments that may be put before the Council at any time. However, no discussion can take place on foreshadowed amendments until the previous amendment has been dealt with and the foreshadowed amendment has been moved and seconded.
- 9.5.5 Foreshadowed motions and foreshadowed amendments are to be considered in the order in which they are proposed. However, foreshadowed motions cannot be considered until all foreshadowed amendments have been dealt with.
- 9.5.6 Foreshadowed motions and foreshadowed amendments are required to be moved and seconded before debate can commence.

9.6. Withdrawal of Motion

- 9.6.1 If a motion has been moved and seconded, the mover of the motion may elect to withdraw the motion:
 - · before the motion is voted on; or
 - before an amendment to the motion is moved and seconded.
- 9.6.2 If an amendment to a motion is accepted by the Councillors who have moved and seconded a motion, the original motion is deemed to be withdrawn and the motion, as accepted, will become the motion.
- 9.6.3 A motion or amendment may be withdrawn by the mover thereof with the consent of Council, which shall be signified without debate, and a Councillor shall not speak upon such motion or amendment thereof after the mover has been granted permission by Council for its withdrawal.
- 9.6.4 If the majority of Councillors object to the withdrawal of the motion or amendment, it may not be withdrawn.

9.7. Speaking to Motions and Amendments

- 9.7.1 The mover of a motion or amendment shall read it and shall state that it is so moved but shall not speak to it until it is seconded.
- 9.7.2 A Councillor may make a request to the Chairperson for further information before or after the motion or amendment is seconded.
- 9.7.3 The order of speakers will be:
 - the Councillor moving the motion;
 - Councillors alternatively against and for the motion;
 - once alternative speakers are exhausted, as determined by the Chairperson;
 - the mover of the motion has the final right of reply, provided there has been a speaker against the motion or amendment; and
 - the mover of an amendment motion will have no right of reply.

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- 9.7.4 If the amendment to a motion is passed, the Councillor who moved the original motion will have the right of reply to the amended motion.
- 9.7.5 Once the right of reply has been exercised on a motion, the debate on the motion is closed.
- 9.7.6 Each Councillor shall speak no more than once to the same motion or same amendment except as a right of reply.
- 9.7.7 Each speaker shall be restricted to not more than five (5) minutes unless permission from the meeting to extend this time has been granted.
- 9.7.8 Where two or more Councillors indicate they may wish to speak at the same time, the Chairperson shall determine who is entitled to priority.
- 9.8. Method of taking vote
- 9.8.1 Before any matter is put to the vote, the Chairperson may direct the motion or amendment to be read again by the Chief Executive Officer or other officer who is taking the minutes of the meeting.
- 9.8.2 The Chairperson must, in taking the vote on a motion or amendment, put the question, first in the affirmative and then in the negative and may do so as often as necessary to form and declare an opinion as to whether the affirmative or the negative has the majority vote.
- 9.8.3 Councillors will must vote by a show of hands.
- 9.8.4 The Chairperson will-must call for all Councillors in favour of the motion to indicate their support. The Chairperson will-must then call for all Councillors against the motion to indicate their objection.
- 9.8.5 All voting at Council meetings (including committee meetings) must be recorded in the minutes of meeting with the names of Councillors who voted for and against each motion or amendment (including the use of the casting vote) being recorded.
- 9.8.6 In accordance with the Local Government Regulation 2012, if a Councillor present fails to vote, the Councillor is taken to have voted in the negative and this will be recorded in the minutes accordingly.
- 9.8.<u>75</u> Any Councillor may call for a 'division' on an item. If a division is called, the minutes will <u>must</u> record the names of Councillors and how they voted. (including abstaining).
- 9.8.68 The Chairperson shall declare the result of a vote or a division as soon as it has been determined.
- 9.8.79 All motions and details of their outcome (ie whether they were lost or carried) must be recorded in the minutes.
- 9.8.810 If a motion is carried unanimously, this will must be recorded in the minutes accordingly.

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- 9.8.9 Where the majority of members vote in favour of the motion, the minutes will record that the majority of members voted in favour of the motion and outline those members that voted against the motion or abstained from the vote.
- 9.8.10 Councillors have the right to request that their names and how they voted be recorded in the minutes if they so request, for voting other than by Division.
- 9.8.141 Except upon a motion to repeal or amend it, the resolution shall not be discussed after the vote has been declared.
- 9.8.1212 If a report contains distinct recommendations, the decision of Council may be taken separately on each recommendation.
- 9.8.13 To avoid any doubt or where there is any conflict about the recording of the minutes of Council meetings, all voting must be recorded in accordance with 9.8.5 of this Meetings Procedure Policy.

10. Procedural motions

10.1. Process for procedural motions

- 10.1.1 A Councillor at a meeting of Council may, during the debate of a matter at the meeting, move, as a procedural motion, without the need for a seconder the following motions:
 - that the question/motion be now put;
 - · that the motion or amendment now before the meeting be adjourned;
 - · that the meeting proceed to the next item of business;
 - that the motion/question lie on the table;
 - that the motion/question be taken from the table;
 - · a point of order;
 - a motion of dissent against the Chairpersons decision;
 - that this report/document be tabled;
 - suspension of standing ordersmeeting procedures;
 - · that the meeting stand adjourned.

10.2. That the motion be put

- 10.2.1 A procedural motion, "that the motion be put", may be moved in order to bring on the finalisation of a motion.
- 10.2.2 A Councillor may move that a motion or an amendment be now put:
 - if the mover of the motion or amendment has spoken in favour of it and no Councillor expresses an intention to speak against it; or

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- if at least two Councillors have spoken in favour of the motion or amendment and at least two Councillors have spoken against it.
- 10.2.3 Where such a procedural motion is carried, the Chairperson must immediately put the motion, or amendment to that motion under consideration.
- 10.2.4 Where such procedural motion is lost, debate on the motion or amendment to that motion shall continue.
- 10.3. That the debate on the motion or amendment be adjourned
- 10.3.1 The procedural motion, "that the debate on the motion or amendment be adjourned", will specify a time or date, to which the debate will be adjourned.
- 10.4. That the meeting proceed to the next item
- 10.4.1 Where a procedural motion, "that the meeting proceed to the next item" is carried, debate on the matter that is the subject of the motion shall cease. However, debate on the matter of the motion may be considered again by Council on the giving of notice in accordance with the Standing Ordersmeeting procedures.
- 10.5. That the matter lie on the table
- 10.5.1 A procedural motion, "that the matter lie on the table", shall only be moved where the Chairperson or a Councillor requires additional information on the matter, or the result of some other action of Council or person is required, before the matter may be concluded at the meeting. Where such a procedural motion is passed, the Council shall proceed with the next matter on the business paper.
- 10.5.2 If the motion to lay the matter on the table is lost, debate continues and the motion cannot be moved again in respect of that substantive motion.
- 10.5.3 If the motion to lay the matter on the table is moved and carried whilst an amendment is before the chair, both the motion and the amendment are laid on the table.
- 10.5.4 If the motion is carried, the matter is unable to be dealt with until a procedural motion 'that the matter be lifted from the table and dealt with' is carried.
- 10.6. That the matter be taken from the table
- 10.6.1 The motion, "that the matter be taken from the table", can only be taken from the table by the same committee or the ordinary meeting.
- 10.6.2 Once the matter is returned to the table, all members, whether or not they have previously spoken, have the right to speak.
- 10.7. Points of Order
- 10.7.1 A member who is speaking shall not be interrupted, except by the Chairperson or upon a point of order, in which event the member shall resume the member's seat and remain silent until the Chairperson has ceased speaking or the point of order has been disposed of, whereupon the member so interrupted may, if permitted, proceed.

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- 10.7.2 Any Councillor may ask the Chairperson to decide on a 'point of order' where it is believed that:
 - another Councillor has failed to comply with these standing orders meeting procedures;
 - a matter before the meeting is in contravention of the Local Government Act/Regulations, or is beyond the jurisdiction power of Council or is of an objectionable nature;
 - another Councillor's conduct at the meeting may constitute inappropriate conduct, misconduct or corrupt conduct.
- 10.7.3 A point of order cannot be used as a means of contradicting a statement made by a Councillor speaking about a matter.
- 10.7.4 Where a 'point of order' is raised, consideration of the matter to which the motion was raised shall be suspended and the Chairperson shall determine whether the point of order is upheld.
- 10.7.5 Upon a point of order arising during the process of a debate, a member may speak to a point of order.
- 10.7.6 Notwithstanding anything contained in these <u>standing ordersmeeting procedures</u> to the contrary, all points of order at any time arising shall, until decided, suspend the consideration and decision of every other motion or matter.

10.8. Motion of dissent

- 10.8.1 A Councillor may move 'a motion of dissent' in relation to a ruling of the Chairperson on a point of order. Where such motion is moved, further consideration of any matter shall be suspended until after a ruling is made.
- 10.8.2 Where a motion of dissent is carried, the matter to which the ruling of the Chairperson was made shall proceed as though that ruling had not been made.
- 10.8.3 Where as a result of that ruling the matter was discharged as out of order, it shall be restored to the business paper and be dealt with in the normal course of business.
- 10.8.4 Where a motion of dissent is not carried, the ruling of the Chairperson will stand.

10.9. That the report/document be tabled

- 10.9.1 The motion, 'that this report/document be tabled', may be used by a Councillor to introduce a report or other document to the meeting, only if the report or other document is not otherwise protected under confidentiality or information privacy laws. On tabling the document, it ceases to be a confidential document and is available for public scrutiny.
- 10.9.2 The only motion which will be moved following tabling is that:
 - the report/document be received and referred to a committee or an employee for consideration and report back to the meeting; or
 - the report/document not be received.

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10.10. Suspension of Meeting Procedures

- 10.10.1 A procedural motion, "that a provision of these meeting procedures be suspended for a specified period", may be made by any Councillor in order to permit some action that otherwise would be prevented by a procedural rule.
- 10.10.2 A procedural motion to suspend a rule shall specify the reason and duration of such a suspension.
- 10.10.3 At the conclusion of the specified period, a procedural motion "to resume a provision of these meeting procedures" shall be made to reinstate all provisions of the meeting procedures to the meeting.

10.11. That the meeting be adjourned/resumed

- 10.11.1 A procedural motion, "that the meeting be adjourned", may be moved by a Councillor at the conclusion of debate on any matter on the business paper or at the conclusion of a Councillor's time for speaking to the matter, and shall be put without debate.
- 10.11.2 Such a procedural motion will specify a time for the resumption of the meeting and on resumption of the meeting the Council shall continue with the business before the meeting at the point where it was discontinued on the adjournment.

10.12. Closed meetings

- 10.12.1 Local Government and standing committees may resolve that a meeting be closed to the public if its Councillors or members consider it necessary to discuss any of the matters as detailed in section 275(1) of the Local Government Regulation 2012 (Closed meetings).
- 10.12.2 If a closed session includes attendance by teleconference, the Councillor/s attending by teleconference must maintain confidentiality by ensuring no other person can hear their conversation.
- 10.12.3 To take an issue into a closed session, the Local Government must first pass a resolution to do so.
- 10.12.4 In the interests of accountability and transparency, the Local Government must specify the nature of the matter to be discussed and the reasoning of the Councillors for going into closed session.
- 10.12.5 If the matter is known in advance, the agenda should clearly identify that the matter will be considered in closed session and name the topic to be discussed and a brief explanation of why it is deemed necessary to take the issue into closed session.
- 10.12.6 The minutes of a Local Government must detail the matter discussed and reasoning for discussing the matter in closed session. The Local Government must also ensure that it complies with the statutory obligations associated with recording of passed resolutions.
- 10.12.7 Where a procedural motion, "that the Council resolve to close the meeting to the public for the purpose of" is passed, all members of the public must leave and not re-enter

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- the room where the meeting is being held until a procedural motion "that the Council meeting be re-opened to the public" is passed.
- 10.12.8 A resolution (other than procedural) of the Local Government or committee must be made in a public meeting. A resolution cannot be made in a closed meeting.

10.13. Questions

- 10.13.1 A Councillor may at a Council meeting ask a question for reply by another Councillor or an officer regarding any matter under consideration at the meeting.
- 10.13.2 Questions relating to general work or procedure of the local government or any matter under the jurisdiction of the local government but not related to any matter under consideration at that meeting are not allowed.
- 10.13.3 A question shall be asked categorically and without argument and no discussion shall be permitted at the meeting of Council in relation to a reply or a refusal to reply to the question.
- 10.13.4 A Councillor or officer to whom a question is asked without notice may request that the question be taken on notice for response at the next meeting. In this instance the question must be reduced to writing and provided to the relevant Councillor or Chief Executive Officer.
- 10.13.5 A Councillor who asks a question at a meeting, whether or not upon notice, shall be deemed not to have spoken to the debate of the motion to which the question relates.
- 10.13.6 The Chairperson may disallow a question which is considered inconsistent with an acceptable request or good order, provided that a Councillor may move a motion that the Chairperson's ruling be disagreed with, and if such motion be carried the Chairperson shall allow such question.

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11. Maintenance of Good Order

11.1. Business of objectionable nature

11.1.1 If at a meeting the Chairperson or a Councillor considers that a matter or motion before a meeting is of an objectionable nature or outside the powers of the local government, the Chairperson may, on the Chairperson's own volition or at the request of another Councillor, declare that the matter not be considered further.

11.2. Disorder

11.2.1 The Chairperson may adjourn the meeting of Council, where disorder arises at a meeting other than by a Councillor. On resumption of the meeting, the Chairperson shall move a motion, which shall be put without debate, to determine whether the meeting shall proceed. Where such a motion is lost, the Chairperson shall declare the meeting closed, and any outstanding matters referred to a future meeting.

11.3. Acts of disorder by members of the local government or a committee

11.3.1 If a member of the local government or committee fails to leave the meeting place as directed by the Chairperson, an authorised person may, at the request of the Chairperson, exercise reasonable force to remove the member and to keep the member away, from the meeting place.

12. Public attendance at meetings

12.1. Attendance of public and media at meetings

- 12.1.1 An area shall be made available at the place where any meeting of Council is to take place for members of the public and representatives of the media to attend the meeting and as many members of the public as reasonably can be accommodated in that area shall be permitted to attend the meeting.
- 12.1.2 When the Council is sitting in Closed Session, the public and representatives of the media shall be excluded.
- 12.1.3 The Chairperson may direct any persons improperly present to withdraw immediately.
- 12.1.4 A person who is not a member of the local government or a committee must not interrupt or obstruct the proper conduct of a meeting.
- 12.1.5 If a person (other than a member of the local government or committee) interrupts or obstructs the proper conduct of a meeting, the Chairperson of the meeting may ask the person to leave the meeting place.
- 12.1.6 A person asked to leave a meeting place must immediately leave the place and must not return to the meeting until the end or at such earlier time as is decided by the Chairperson.
- 12.1.7 If a person contravenes clause 12.1.6 above, an authorised person may, at the request of the Chairperson, exercise reasonable force to remove the person from the meeting place, and keep the person away, from the meeting place.

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12.1.8 The Chairperson will adjourn the meeting until the person asked to leave the meeting place has left. After the person has left the meeting place, the Chairperson will reconvene the meeting.

12.2. Public participation at meetings

- 12.2.1 A member of the public may take part in the proceeding of a meeting only when invited to do so by the Chairperson.
- 12.2.2 In each Meeting, time may be required to permit members of the public to address the Council on matters of public interest related to local government. Any public participation at a meeting will be conducted in accordance with the Public Participation Policy.
- 12.2.3 If any address or comment is irrelevant, offensive, or unduly long, the Chairperson may require the person to cease making the submission or comment.
- 12.2.4 For any matter arising from such an address, Council may take the following actions:
 - · refer the matter to a committee;
 - · deal with the matter immediately;
 - · place the matter on notice for discussion at a future meeting;
 - note the matter and take no further action.
- 12.2.5 Any person addressing the Council shall stand and act and speak with decorum and frame any remarks in respectful and courteous language.
- 12.2.6 Any person who is considered by the Council or the Mayor to be unsuitably dressed may be directed by the Mayor or Chairperson to immediately withdraw from the meeting.

 Failure to comply with such a request may be considered an act of disorder.

13. Monitoring and Evaluation

The effectiveness of this policy will be measured by an annual review process by the CEO in consultation with the Mayor and Councillors. Upon review a report will be submitted to Council outlining proposed amendments or continuing with the status quo. In the case of proposed amendments, the report will clearly outline the reasoning for such amendments.

14. Definitions

Term	Definition
Act or LGA	Local Government Act 2009
Advisory Committee	A committee of the local government appointed under section
	265 of the Local Government Regulation 2012
Authorised person	Means a person who holds office under section 202 of the LGA
Chairperson	The person presiding at a meeting of the local government or
	committee
Chief Executive Officer	The Chief Executive Officer of the local government
or CEO	A person who holds an appointment under section 194 of the
	Act.

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Term	Definition	
Standing Committee	A committee of the local government appointed under section	
	264 of the Local Government Regulation 2012	
Council Ipswich City Council		
Councillor	Of a local government, includes the Mayor	
Deputation	A presentation from a member/s of the public (which could be	
	on behalf of an organisation or individual) to an ordinary or	
	committee meeting	
Foreshadowed	Means a proposed amendment foreshadowed by a Councillor	
amendment	under clause 9.5 of this meeting procedure during debate on the	
	first amendment	
Foreshadowed motion	Means a motion foreshadowed by a Councillor under clause 9.5	
	of the meeting procedure during debate on an original motion	
Investigation policy	Refers to the policy as required by section 150AE of the LGA	
Meeting	A local government meeting or a committee meeting	
Ordinary meeting	A meeting that the local government is required to hold pursuant	
	to section 257 of the Local Government Regulation 2012	
Point of order	An interjection during a meeting by a member who does not	
	have the floor, to call to the attention of the Chairperson an	
	alleged violation or breach of the local government's standing	
	orders or meeting procedures	
Procedural Motion	A set of motions that can be employed in specific ways to control	
	the conduct of meetings.	
Regulation	Local Government Regulation 2012	
Standing	The rules adopted by Council that regulate the meetings of the	
orders/meeting	Ipswich City Council	
<u>procedures</u>		
Variation to a motion	Where a Councillor seeks to vary a motion by obtaining the	
	consent of the mover and seconder of the motion to have the	
	proposed variation included in the motion	

15. Policy Owner

Corporate Services (Legal and Governance) is responsible for authoring and reviewing this policy.



IPSWICH CITY COUNCIL

MEETING PROCEDURES POLICY

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1. Statement

Council is strongly committed to ensuring that the local government principles are reflected in the conduct of local government meetings and committee meetings.

2. Purpose and Principles

This policy provides a framework for the orderly and proper conduct of meetings of the local government and its committees.

"The following local government principles underpin Council's commitment to meeting processes:

- transparent and effective processes, and decision-making in the public interest; and
- sustainable development and management of assets and infrastructure, and delivery
 of effective services; and
- democratic representation, social inclusion and meaningful community engagement;
 and
- good governance of, and by, local government; and
- ethical and legal behaviour of Councillors and local government employees

3. Strategic Plan Links

- Strengthening our local economy and building prosperity
- Managing growth and delivering key infrastructure
- Caring for the Community
- Caring for the Environment
- Listening, Leading and Financial Management

4. Regulatory Authority

- Local Government Act 2009
- Local Government Regulation 2012
- Ipswich City Council Councillor Code of Conduct
- Ipswich City Council Investigations Policy

5. Scope

This policy applies to all Councillors and Council staff that attend and participate in committee and Council meetings. It sets out the processes that must be followed in relation to meeting protocol. This policy does not deal with meeting conduct, this process in outlined in a corresponding policy titled Meeting Conduct Policy.

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6. Roles and Responsibilities

The Chief Executive Officer is responsible for the implementation of this policy.

The Mayor and Councillors are responsible for ensuring that processes and behaviour are undertaken in accordance with this policy.

The Legal and Governance Branch of the Corporate Services Department is responsible for ensuring the publication of this policy on Council's website.

7. Meeting Procedures

- 7.1 These Meeting Procedures provide rules for the conduct of:
 - Local government meetings;
 - Local government standing committee meetings; and
 - Local government advisory committee meetings.
- 7.2 Any provision of these Meeting Procedures may be suspended by resolution of any meeting of Council. A separate resolution is required for any such suspension of a provision of the Meeting Procedures and must specify the purpose and duration of each suspension.
- 7.3 Where at a local government meeting a matter arises which is not provided for in these Meeting Procedures, such matters shall be determined by the Chairperson of the meeting in consultation with members of the meeting or by resolution of Council upon a motion which may be put without notice but otherwise in conformity with these Meeting Procedures.

8. Procedures for Meetings of Council

- 8.1. Presiding Officer
- 8.1.1 The Mayor will preside at a meeting of Council.
- 8.1.2 If the Mayor is absent or unavailable to preside, the Deputy Mayor will preside.
- 8.1.3 If both the Mayor and the Deputy Mayor are absent or unavailable to preside, a Councillor chosen by the Councillors present at the meeting will preside at the meeting.
- 8.1.4 Council will choose the Chairperson for a Committee meeting. This Chairperson will normally preside over meetings of the Committee.
- 8.1.5 If the Chairperson of a Committee is absent or unavailable to preside, the Deputy Chairperson will preside. If both the Chairperson and Deputy Chairperson are absent or unavailable to preside, a Councillor chosen by the Councillors present will preside over the Committee meeting.
- 8.2. Times of Meeting
- 8.2.1 The local government may, by resolution, fix the days and times for its ordinary meetings.

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- 8.2.2 If there is no resolution fixing the day and time for an ordinary meeting, the Chief Executive Officer may fix the date and time for the meeting.
- 8.2.3 Before the Chief Executive Officer fixes the date and time for an ordinary meeting, the Chief Executive Officer will, if practicable, consult with the Mayor about the proposed day and time for the meeting.

8.3. Notice and Agendas for meetings

- 8.3.1 The Agenda may contain:
 - · Notice of meeting
 - Minutes of the previous meetings
 - · Business arising out of previous meetings
 - Business which the Mayor wishes to have considered at that meeting without notice (Mayoral Minute)
 - · Matters of which notice has been given
 - Committees' reports to Council referred to the meeting by the CEO
 - · Officers' reports to Council referred to the meeting by the CEO
 - Deputations and delegations
 - Any other business Council determines by resolution be included in the agenda paper.
- 8.3.2 Business not on the Agenda or not fairly arising from the Agenda shall not be considered at any Meeting unless permission for that purpose is given by Council at such meeting.
- 8.3.3 Business must be in accordance with the adopted Terms of Reference for each Committee.

8.4. Order of Business

- 8.4.1 Before proceeding with the business of the meeting, the person presiding at the meeting shall undertake the acknowledgement and/or greetings deemed appropriate by the
- 8.4.2 The order of business shall be determined by resolution of Council from time to time. The order of business may be altered for a particular meeting where the Councillors at that meeting pass a motion to that effect. A motion to alter the order of business may be moved without notice.
- 8.4.3 Unless otherwise altered, the order of business for an ordinary meeting shall be as follows:
 - Opening of meeting
 - Welcome to country or acknowledgement of country
 - · Opening Prayer
 - Attendances including apologies and leave of absence
 - Condolences
 - Tributes

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- · Presentation of petitions
- · Presentations and deputations
- Public Participation
- Declaration of Interests in matters on the agenda
- Confirmation of Minutes
- Mayoral Minute
- Business Outstanding including conduct matters and matters lying on the table to be dealt with
- Reception and consideration of committee reports
- Officers Reports
- Notices of Motion
- Questions on notice
- 8.4.4 The minutes of a preceding meeting whether an ordinary or a special meeting, not previously confirmed shall be taken into consideration, at every ordinary meeting of Council, in order that such minutes may be confirmed and no discussion shall be permitted with respect to such minutes except with respect to their accuracy as a record of the proceedings.
- 8.4.5 The procedure of a committee for dealing with business must be in accordance with procedural directions given to the committee by resolution of Council or if there is no procedural direction governing a particular matter, the Chairperson's decision.
- 8.5. Special Meetings
- 8.5.1 The Chief Executive Officer must call a special meeting of the local government if—
 - · the special meeting is required by a resolution of the local government; or
 - the Chief Executive Officer considers a matter should be brought before the Council for discussion; or
 - a written request for the special meeting is given to the Chief Executive Officer in accordance with subsection 8.5.2 below.
- 8.5.2 A written request for a special meeting of the local government must—
 - be signed by the Mayor or three or more Councillors; and
 - specify the purpose of the special meeting; and
 - propose a date and time for the holding of the special meeting.
- 8.5.3 The Chief Executive Officer calls a special meeting by giving written notice of the date and time of the meeting and the business to be conducted at the meeting to each Councillor.
- 8.5.4 The order of business for a special meeting of Council shall be as follows:
 - Opening of meeting

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- · Welcome to country or acknowledgement of country
- · Opening Prayer
- Attendances including apologies and leave of absence
- Officer's Reports.

A mayoral minute is allowed but must only relate to the specific matter that has been notified in the request for special meeting.

8.6. Attendance at committee meetings

- 8.6.1 Any Councillor of the local government may attend a meeting of a committee and may address the committee in accordance with section 8.4.5 of this policy.
- 8.6.2 A Councillor must attend a meeting of committee or Council in person, except if there is a natural disaster or severe weather prevents the Councillor from attending the place of the meeting or unless a resolution is passed that the Councillor be allowed to take part in the meeting by teleconference.

8.7. Leave of absence from meetings

- 8.7.1 Councillors must seek a leave of absence from an ordinary or committee meeting where a Councillor cannot attend a meeting due to private or business purposes.
- 8.7.2 Leave is granted at the discretion of the Council.
- 8.7.3 An application for leave of absence does not need to be made in person, and as a result, Council may grant such leave while a Councillor is absent.
- 8.7.4 Where a Councillor needs to seek leave from more than a single meeting, such requests are to be made in writing to the CEO specifying the dates of the meeting/s for the requested leave. The CEO will inform the chairperson of the relevant meeting of the request.
- 8.7.5 If a Councillor attends a meeting for which leave has been granted previously, any future absence requires additional leave to be granted, regardless if the original leave covered any future meetings.
- 8.7.6 A leave of absence is automatically granted to a Councillor where the Council passes a formal resolution for a Councillor to attend a conference or event.

8.8. Absence from meetings

- 8.8.1 A request by a Councillor for a leave of absence for not attending a meeting will be recorded in the minutes.
- 8.8.2 Where a Councillor is absent from a meeting without an approved leave of absence or submitted apology, the Councillor will not be listed in the apologies section of the meeting minute.

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8.9. Mayoral minute

- 8.9.1 The Mayor may direct the attention of Council to a matter or subject not on the agenda by a minute signed by the Mayor, without notice, on any matter or topic that is within the jurisdiction of the Council or of which the Council has official knowledge.
- 8.9.2 The Mayor must deliver a copy of the Mayoral Minute for an ordinary meeting of the local government to the Chief Executive Officer.
- 8.9.3 The Mayoral Minute shall, when introduced, take precedence over all business before, or to come before, the meeting of the local government.
- 8.9.4 A motion comprising the Mayoral Minute may be put by the Mayor without being seconded at any stage of the ordinary meeting considered appropriate by the Mayor.
- 8.9.5 If the motion comprising the Mayoral Minute is passed, the Mayoral Minute becomes a resolution of the local government.
- 8.9.6 Amendments or variations to Mayoral Minutes that are consistent with the intent of the terms of the minute are permitted, provided such amendments have the agreement of the Mayor.

8.10. Petitions

- 8.10.1 Any petition presented to a meeting of Council shall:
 - be in legible writing or typewritten and contain a minimum of ten (10) signatures;
 - include the name and contact details of the Principal Petitioner (i.e., one person who is the organiser and who will act as the key contact for the issue);
 - include the postcode of all petitioners, and
 - have the details of the specific request/matter appear on each page of the petition.
- 8.10.2 Where a Councillor presents a petition to a meeting of Council, no debate on or in relation to it shall be allowed and the only motion which may be moved is that the petition be received; or received and referred to a committee or officer for consideration and a report back to the Council; or not be received because it is deemed invalid.
- 8.10.3 Council will respond to the Principal Petitioner in relation to all petitions.

8.11. Deputations

- 8.11.1 A deputation wishing to attend and address a meeting of Council shall apply in writing to the CEO not less than seven (7) business days before the meeting.
- 8.11.2 The CEO, on receiving an application for a deputation shall notify the Chairperson who shall determine whether the deputation may be heard. The CEO or relevant General Manager shall inform the deputation of the determination in writing. Where it has been determined the deputation will be heard, a convenient time shall be arranged for that purpose, and an appropriate time period allowed.

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- 8.11.3 For deputations comprising three or more persons, only three persons shall be at liberty to address Council unless the Councillors at the meeting determine otherwise by resolution.
- 8.11.4 A deputation shall be given adequate opportunity to explain the purpose of the deputation however the maximum total time allocated per deputation will not exceed 15 minutes, unless otherwise agreed by the Chairperson.
- 8.11.5 If a member of the deputation other than the appointed speakers interjects or attempts to address the Council, the Chairperson may finalise the deputation.
- 8.11.6 The Chairperson may terminate an address by a person in a deputation at any time where:
 - the Chairperson is satisfied that the purpose of the deputation has been sufficiently explained to the Councillors at the meeting;
 - the time period allowed for a deputation has expired, or
 - the person uses insulting or offensive language or is derogatory towards Councillors or staff members.
- 8.11.7 The CEO is responsible for the deputation including that the appointed speaker/s are notified in writing of developments or future actions as appropriate.

8.12. Repealing or amending resolutions

- 8.12.1 A resolution of Council is effective from the moment it is passed and it is the function and duty of the Chief Executive Officer to give effect to such resolution.
- 8.12.2 A resolution can only be rescinded or repealed if it has not been acted upon.
- 8.12.3 A resolution of Council may not be amended or repealed unless notice of motion is given in accordance with the requirements of the Local Government Act 2009 or the Local Government Regulation 2012.
- 8.12.4 Councillors present at the meeting at which a motion to repeal or amend a resolution is put, may defer consideration of that motion. Such deferral shall not be longer than three (3) months.

8.13. Statement of Reasons

8.13.1 In accordance with section 273 of the Local Government Regulation 2012, if a decision made at a meeting is inconsistent with a recommendation or advice given to Council by an advisor of the Council, the minutes of the meeting must include a statement of the reasons for not adopting the recommendation or advice.

8.14. Adjournments

8.14.1 An adjournment may be called by the Chairperson at any time in order for a rest break. Such break will be taken in a separate meeting room.

IPSWICH CITY COUNCIL | Meetings Procedures Policy

9. Motions

9.1. Notice of matter to be included on agenda by Councillor

- 9.1.1 Any Councillor requesting a matter to be included on an agenda, must give notice in writing to the Chief Executive Officer at least five (5) business days before the notice of meeting is required to be given.
- 9.1.2 Councillors may advise whether the notice of motion is to go to the next ordinary meeting or next appropriate committee meeting. However the CEO, in setting the agendas, may determine that the notice of motion is best dealt with by another committee or ordinary meeting.
- 9.1.3 Notice of motions must:
 - be framed as succinctly as possible;
 - not include argument or discussion or excessive background material;
 - be relevant to the good order of the business of the Council; and
 - not be an action that could be dealt within operational procedures.

9.2. Motion to be moved and seconded

- 9.2.1 A Councillor is required to 'move' a motion and then another Councillor is required to 'second' the motion.
- 9.2.2 A motion or an amendment to a motion shall not be debated at a meeting of Council unless or until the motion or the amendment is seconded, with the exception of Procedural Motions.
- 9.2.3 When a motion has been moved and seconded, it shall become subject to the control of Council and shall not be withdrawn without the consent of Council.
- 9.2.4 Other Councillors can propose amendments to the motion which must be voted on before voting on the final motion.
- 9.2.5 A motion brought before a meeting of Council in accordance with the Local Government Act 2009 or these meeting procedures shall be received and put to the meeting by the Chairperson. The Chairperson may require a motion or amendment to a motion to be stated in full or be in writing before permitting it to be received.
- 9.2.6 The Chairperson may call the notices of motion in the order in which they appear on the agenda, and where no objection is taken to a motion being taken as a formal motion, the Chairperson may put the motion to the vote without discussion.

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9.3. Absence of Mover of Motion

- 9.3.1 Where a Councillor who has given notice of a motion is absent from the meeting of Council at which the motion is to be considered, the motion may be:
 - · moved by another Councillor at the meeting; or
 - · deferred to the next appropriate committee or ordinary meeting.

9.4. Amendment of Motion

- 9.4.1 A Councillor who proposes or seconds a motion may propose or second an amendment to that motion.
- 9.4.2 An amendment to a motion shall be in terms which maintain or further clarify the intent of the original motion and do not contradict the motion.
- 9.4.3 Not more than one motion or one proposed amendment to a motion may be put before a meeting of Council at any one time.
- 9.4.4 Where an amendment to a motion is before a meeting of Council, no other amendment to the motion shall be considered until after the first amendment has been put.
- 9.4.5 Where a motion is amended by another motion, the original motion shall not be put as a subsequent motion to amend that other motion.
- 9.4.6 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 9.4.7 An amendment may become the motion without debate or a vote where it is accepted by the Councillors who moved and seconded the original motion ie; the amendment becomes a variation to the original motion.
- 9.4.8 The amendment must be moved before debate on the motion has been concluded and the right of reply of the mover of the motion has been exercised.

9.5. Foreshadowed motions and amendments

- 9.5.1 A Councillor may propose a foreshadowed motion in relation to the matter the subject of the original motion before the Council, without a seconder during debate on the original motion.
- 9.5.2 The foreshadowed motion is only to be considered if the original motion is lost or withdrawn and the foreshadowed motion is then moved and seconded. If the original motion is carried, the foreshadowed motion lapses.
- 9.5.3 Where and amendment has been moved and seconded, a Councillor may, without a seconder, foreshadow a further amendment that they propose to move after the first amendment has been dealt with.

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- 9.5.4 There is no limit to the number of foreshadowed amendments that may be put before the Council at any time. However, no discussion can take place on foreshadowed amendments until the previous amendment has been dealt with and the foreshadowed amendment has been moved and seconded.
- 9.5.5 Foreshadowed motions and foreshadowed amendments are to be considered in the order in which they are proposed. However, foreshadowed motions cannot be considered until all foreshadowed amendments have been dealt with.
- 9.5.6 Foreshadowed motions and foreshadowed amendments are required to be moved and seconded before debate can commence.

9.6. Withdrawal of Motion

- 9.6.1 If a motion has been moved and seconded, the mover of the motion may elect to withdraw the motion:
 - · before the motion is voted on; or
 - before an amendment to the motion is moved and seconded.
- 9.6.2 If an amendment to a motion is accepted by the Councillors who have moved and seconded a motion, the original motion is deemed to be withdrawn and the motion, as accepted, will become the motion.
- 9.6.3 A motion or amendment may be withdrawn by the mover thereof with the consent of Council, which shall be signified without debate, and a Councillor shall not speak upon such motion or amendment thereof after the mover has been granted permission by Council for its withdrawal.
- 9.6.4 If the majority of Councillors object to the withdrawal of the motion or amendment, it may not be withdrawn.

9.7. Speaking to Motions and Amendments

- 9.7.1 The mover of a motion or amendment shall read it and shall state that it is so moved but shall not speak to it until it is seconded.
- 9.7.2 A Councillor may make a request to the Chairperson for further information before or after the motion or amendment is seconded.
- 9.7.3 The order of speakers will be:
 - the Councillor moving the motion;
 - Councillors alternatively against and for the motion;
 - once alternative speakers are exhausted, as determined by the Chairperson;
 - the mover of the motion has the final right of reply, provided there has been a speaker against the motion or amendment; and
 - the mover of an amendment motion will have no right of reply.

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- 9.7.4 If the amendment to a motion is passed, the Councillor who moved the original motion will have the right of reply to the amended motion.
- 9.7.5 Once the right of reply has been exercised on a motion, the debate on the motion is closed.
- 9.7.6 Each Councillor shall speak no more than once to the same motion or same amendment except as a right of reply.
- 9.7.7 Each speaker shall be restricted to not more than five (5) minutes unless permission from the meeting to extend this time has been granted.
- 9.7.8 Where two or more Councillors indicate they may wish to speak at the same time, the Chairperson shall determine who is entitled to priority.

9.8. Method of taking vote

- 9.8.1 Before any matter is put to the vote, the Chairperson may direct the motion or amendment to be read again by the Chief Executive Officer or other officer who is taking the minutes of the meeting.
- 9.8.2 The Chairperson must, in taking the vote on a motion or amendment, put the question, first in the affirmative and then in the negative and may do so as often as necessary to form and declare an opinion as to whether the affirmative or the negative has the majority vote.
- 9.8.3 Councillors must vote by a show of hands.
- 9.8.4 The Chairperson must call for all Councillors in favour of the motion to indicate their support. The Chairperson must then call for all Councillors against the motion to indicate their objection.
- 9.8.5 All voting at Council meetings (including committee meetings) must be recorded in the minutes of meeting with the names of Councillors who voted for and against each motion or amendment (including the use of the casting vote) being recorded.
- 9.8.6 In accordance with the Local Government Regulation 2012, if a Councillor present fails to vote, the Councillor is taken to have voted in the negative and this will be recorded in the minutes accordingly.
- 9.8.7 Any Councillor may call for a 'division' on an item. If a division is called, the minutes must record the names of Councillors and how they voted.
- 9.8.8 The Chairperson shall declare the result of a vote or a division as soon as it has been determined.
- 9.8.9 All motions and details of their outcome (ie whether they were lost or carried) must be recorded in the minutes.
- 9.8.10 If a motion is carried unanimously, this must be recorded in the minutes accordingly.

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- 9.8.11 Except upon a motion to repeal or amend it, the resolution shall not be discussed after the vote has been declared.
- 9.8.12 If a report contains distinct recommendations, the decision of Council may be taken separately on each recommendation.
- 9.8.13 To avoid any doubt or where there is any conflict about the recording of the minutes of Council meetings, all voting must be recorded in accordance with 9.8.5 of this *Meetings Procedure Policy*.

10. Procedural motions

10.1. Process for procedural motions

- 10.1.1 A Councillor at a meeting of Council may, during the debate of a matter at the meeting, move, as a procedural motion, without the need for a seconder the following motions:
 - that the question/motion be now put;
 - that the motion or amendment now before the meeting be adjourned;
 - · that the meeting proceed to the next item of business;
 - that the motion/question lie on the table;
 - that the motion/question be taken from the table;
 - a point of order;
 - a motion of dissent against the Chairpersons decision;
 - that this report/document be tabled;
 - · suspension of meeting procedures;
 - that the meeting stand adjourned.

10.2. That the motion be put

- 10.2.1 A procedural motion, "that the motion be put", may be moved in order to bring on the finalisation of a motion.
- 10.2.2 A Councillor may move that a motion or an amendment be now put:
 - if the mover of the motion or amendment has spoken in favour of it and no Councillor expresses an intention to speak against it; or
 - if at least two Councillors have spoken in favour of the motion or amendment and at least two Councillors have spoken against it.
- 10.2.3 Where such a procedural motion is carried, the Chairperson must immediately put the motion, or amendment to that motion under consideration.

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10.2.4 Where such procedural motion is lost, debate on the motion or amendment to that motion shall continue.

10.3. That the debate on the motion or amendment be adjourned

10.3.1 The procedural motion, "that the debate on the motion or amendment be adjourned", will specify a time or date, to which the debate will be adjourned.

10.4. That the meeting proceed to the next item

10.4.1 Where a procedural motion, "that the meeting proceed to the next item" is carried, debate on the matter that is the subject of the motion shall cease. However, debate on the matter of the motion may be considered again by Council on the giving of notice in accordance with the meeting procedures.

10.5. That the matter lie on the table

- 10.5.1 A procedural motion, "that the matter lie on the table", shall only be moved where the Chairperson or a Councillor requires additional information on the matter, or the result of some other action of Council or person is required, before the matter may be concluded at the meeting. Where such a procedural motion is passed, the Council shall proceed with the next matter on the business paper.
- 10.5.2 If the motion to lay the matter on the table is lost, debate continues and the motion cannot be moved again in respect of that substantive motion.
- 10.5.3 If the motion to lay the matter on the table is moved and carried whilst an amendment is before the chair, both the motion and the amendment are laid on the table.
- 10.5.4 If the motion is carried, the matter is unable to be dealt with until a procedural motion 'that the matter be lifted from the table and dealt with' is carried.

10.6. That the matter be taken from the table

- 10.6.1 The motion, "that the matter be taken from the table", can only be taken from the table by the same committee or the ordinary meeting.
- 10.6.2 Once the matter is returned to the table, all members, whether or not they have previously spoken, have the right to speak.

10.7. Points of Order

- 10.7.1 A member who is speaking shall not be interrupted, except by the Chairperson or upon a point of order, in which event the member shall resume the member's seat and remain silent until the Chairperson has ceased speaking or the point of order has been disposed of, whereupon the member so interrupted may, if permitted, proceed.
- 10.7.2 Any Councillor may ask the Chairperson to decide on a 'point of order' where it is believed that:
 - another Councillor has failed to comply with these meeting procedures;
 - a matter before the meeting is in contravention of the Local Government

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- Act/Regulations, or is beyond the jurisdiction power of Council or is of an objectionable nature;
- another Councillor's conduct at the meeting may constitute inappropriate conduct, misconduct or corrupt conduct.
- 10.7.3 A point of order cannot be used as a means of contradicting a statement made by a Councillor speaking about a matter.
- 10.7.4 Where a 'point of order' is raised, consideration of the matter to which the motion was raised shall be suspended and the Chairperson shall determine whether the point of order is upheld.
- 10.7.5 Upon a point of order arising during the process of a debate, a member may speak to a point of order.
- 10.7.6 Notwithstanding anything contained in these meeting procedures to the contrary, all points of order at any time arising shall, until decided, suspend the consideration and decision of every other motion or matter.

10.8. Motion of dissent

- 10.8.1 A Councillor may move 'a motion of dissent' in relation to a ruling of the Chairperson on a point of order. Where such motion is moved, further consideration of any matter shall be suspended until after a ruling is made.
- 10.8.2 Where a motion of dissent is carried, the matter to which the ruling of the Chairperson was made shall proceed as though that ruling had not been made.
- 10.8.3 Where as a result of that ruling the matter was discharged as out of order, it shall be restored to the business paper and be dealt with in the normal course of business.
- 10.8.4 Where a motion of dissent is not carried, the ruling of the Chairperson will stand.

10.9. That the report/document be tabled

- 10.9.1 The motion, 'that this report/document be tabled', may be used by a Councillor to introduce a report or other document to the meeting, only if the report or other document is not otherwise protected under confidentiality or information privacy laws. On tabling the document, it ceases to be a confidential document and is available for public scrutiny.
- 10.9.2 The only motion which will be moved following tabling is that:
 - the report/document be received and referred to a committee or an employee for consideration and report back to the meeting; or
 - the report/document not be received.

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10.10. Suspension of Meeting Procedures

- 10.10.1 A procedural motion, "that a provision of these meeting procedures be suspended for a specified period", may be made by any Councillor in order to permit some action that otherwise would be prevented by a procedural rule.
- 10.10.2 A procedural motion to suspend a rule shall specify the reason and duration of such a suspension.
- 10.10.3 At the conclusion of the specified period, a procedural motion "to resume a provision of these meeting procedures" shall be made to reinstate all provisions of the meeting procedures to the meeting.

10.11. That the meeting be adjourned/resumed

- 10.11.1 A procedural motion, "that the meeting be adjourned", may be moved by a Councillor at the conclusion of debate on any matter on the business paper or at the conclusion of a Councillor's time for speaking to the matter, and shall be put without debate.
- 10.11.2 Such a procedural motion will specify a time for the resumption of the meeting and on resumption of the meeting the Council shall continue with the business before the meeting at the point where it was discontinued on the adjournment.

10.12. Closed meetings

- 10.12.1 Local Government and standing committees may resolve that a meeting be closed to the public if its Councillors or members consider it necessary to discuss any of the matters as detailed in section 275(1) of the Local Government Regulation 2012 (Closed meetings).
- 10.12.2 If a closed session includes attendance by teleconference, the Councillor/s attending by teleconference must maintain confidentiality by ensuring no other person can hear their conversation.
- 10.12.3 To take an issue into a closed session, the Local Government must first pass a resolution to do so.
- 10.12.4 In the interests of accountability and transparency, the Local Government must specify the nature of the matter to be discussed and the reasoning of the Councillors for going into closed session.
- 10.12.5 If the matter is known in advance, the agenda should clearly identify that the matter will be considered in closed session and name the topic to be discussed and a brief explanation of why it is deemed necessary to take the issue into closed session.
- 10.12.6 The minutes of a Local Government must detail the matter discussed and reasoning for discussing the matter in closed session. The Local Government must also ensure that it complies with the statutory obligations associated with recording of passed resolutions.
- 10.12.7 Where a procedural motion, "that the Council resolve to close the meeting to the public for the purpose of" is passed, all members of the public must leave and not re-enter

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- the room where the meeting is being held until a procedural motion "that the Council meeting be re-opened to the public" is passed.
- 10.12.8 A resolution (other than procedural) of the Local Government or committee must be made in a public meeting. A resolution cannot be made in a closed meeting.

10.13. Questions

- 10.13.1 A Councillor may at a Council meeting ask a question for reply by another Councillor or an officer regarding any matter under consideration at the meeting.
- 10.13.2 Questions relating to general work or procedure of the local government or any matter under the jurisdiction of the local government but not related to any matter under consideration at that meeting are not allowed.
- 10.13.3 A question shall be asked categorically and without argument and no discussion shall be permitted at the meeting of Council in relation to a reply or a refusal to reply to the question.
- 10.13.4 A Councillor or officer to whom a question is asked without notice may request that the question be taken on notice for response at the next meeting. In this instance the question must be reduced to writing and provided to the relevant Councillor or Chief Executive Officer.
- 10.13.5 A Councillor who asks a question at a meeting, whether or not upon notice, shall be deemed not to have spoken to the debate of the motion to which the question relates.
- 10.13.6 The Chairperson may disallow a question which is considered inconsistent with an acceptable request or good order, provided that a Councillor may move a motion that the Chairperson's ruling be disagreed with, and if such motion be carried the Chairperson shall allow such question.

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11. Maintenance of Good Order

11.1. Business of objectionable nature

11.1.1 If at a meeting the Chairperson or a Councillor considers that a matter or motion before a meeting is of an objectionable nature or outside the powers of the local government, the Chairperson may, on the Chairperson's own volition or at the request of another Councillor, declare that the matter not be considered further.

11.2. Disorder

11.2.1 The Chairperson may adjourn the meeting of Council, where disorder arises at a meeting other than by a Councillor. On resumption of the meeting, the Chairperson shall move a motion, which shall be put without debate, to determine whether the meeting shall proceed. Where such a motion is lost, the Chairperson shall declare the meeting closed, and any outstanding matters referred to a future meeting.

11.3. Acts of disorder by members of the local government or a committee

11.3.1 If a member of the local government or committee fails to leave the meeting place as directed by the Chairperson, an authorised person may, at the request of the Chairperson, exercise reasonable force to remove the member and to keep the member away, from the meeting place.

12. Public attendance at meetings

12.1. Attendance of public and media at meetings

- 12.1.1 An area shall be made available at the place where any meeting of Council is to take place for members of the public and representatives of the media to attend the meeting and as many members of the public as reasonably can be accommodated in that area shall be permitted to attend the meeting.
- 12.1.2 When the Council is sitting in Closed Session, the public and representatives of the media shall be excluded.
- 12.1.3 The Chairperson may direct any persons improperly present to withdraw immediately.
- 12.1.4 A person who is not a member of the local government or a committee must not interrupt or obstruct the proper conduct of a meeting.
- 12.1.5 If a person (other than a member of the local government or committee) interrupts or obstructs the proper conduct of a meeting, the Chairperson of the meeting may ask the person to leave the meeting place.
- 12.1.6 A person asked to leave a meeting place must immediately leave the place and must not return to the meeting until the end or at such earlier time as is decided by the Chairperson.
- 12.1.7 If a person contravenes clause 12.1.6 above, an authorised person may, at the request of the Chairperson, exercise reasonable force to remove the person from the meeting place, and keep the person away, from the meeting place.

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12.1.8 The Chairperson will adjourn the meeting until the person asked to leave the meeting place has left. After the person has left the meeting place, the Chairperson will reconvene the meeting.

12.2. Public participation at meetings

- 12.2.1 A member of the public may take part in the proceeding of a meeting only when invited to do so by the Chairperson.
- 12.2.2 In each Meeting, time may be required to permit members of the public to address the Council on matters of public interest related to local government. Any public participation at a meeting will be conducted in accordance with the Public Participation Policy.
- 12.2.3 If any address or comment is irrelevant, offensive, or unduly long, the Chairperson may require the person to cease making the submission or comment.
- 12.2.4 For any matter arising from such an address, Council may take the following actions:
 - · refer the matter to a committee;
 - · deal with the matter immediately;
 - · place the matter on notice for discussion at a future meeting;
 - note the matter and take no further action.
- 12.2.5 Any person addressing the Council shall stand and act and speak with decorum and frame any remarks in respectful and courteous language.
- 12.2.6 Any person who is considered by the Council or the Mayor to be unsuitably dressed may be directed by the Mayor or Chairperson to immediately withdraw from the meeting.

 Failure to comply with such a request may be considered an act of disorder.

13. Monitoring and Evaluation

The effectiveness of this policy will be measured by an annual review process by the CEO in consultation with the Mayor and Councillors. Upon review a report will be submitted to Council outlining proposed amendments or continuing with the status quo. In the case of proposed amendments, the report will clearly outline the reasoning for such amendments.

14. Definitions

Term	Definition
Act or LGA	Local Government Act 2009
Advisory Committee	A committee of the local government appointed under section
	265 of the Local Government Regulation 2012
Authorised person	Means a person who holds office under section 202 of the LGA
Chairperson	The person presiding at a meeting of the local government or
	committee
Chief Executive Officer	The Chief Executive Officer of the local government
or CEO	A person who holds an appointment under section 194 of the
	Act.

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Term	Definition
Standing Committee	A committee of the local government appointed under section
	264 of the Local Government Regulation 2012
Council	Ipswich City Council
Councillor	Of a local government, includes the Mayor
Deputation	A presentation from a member/s of the public (which could be
	on behalf of an organisation or individual) to an ordinary or
	committee meeting
Foreshadowed	Means a proposed amendment foreshadowed by a Councillor
amendment	under clause 9.5 of this meeting procedure during debate on the
	first amendment
Foreshadowed motion	Means a motion foreshadowed by a Councillor under clause 9.5
	of the meeting procedure during debate on an original motion
Investigation policy	Refers to the policy as required by section 150AE of the LGA
Meeting	A local government meeting or a committee meeting
Ordinary meeting	A meeting that the local government is required to hold pursuant
	to section 257 of the Local Government Regulation 2012
Point of order	An interjection during a meeting by a member who does not
	have the floor, to call to the attention of the Chairperson an
	alleged violation or breach of the local government's standing
	orders or meeting procedures
Procedural Motion	A set of motions that can be employed in specific ways to control
	the conduct of meetings.
Regulation	Local Government Regulation 2012
Standing	The rules adopted by Council that regulate the meetings of the
orders/meeting	Ipswich City Council
procedures	
Variation to a motion	Where a Councillor seeks to vary a motion by obtaining the
	consent of the mover and seconder of the motion to have the
	proposed variation included in the motion

15. Policy Owner

Corporate Services (Legal and Governance) is responsible for authoring and reviewing this policy.

Doc ID No: A6219326

ITEM: 6

SUBJECT: EXERCISE OF DELEGATION REPORT

AUTHOR: DEVELOPMENT PLANNING MANAGER

DATE: 7 MAY 2020

EXECUTIVE SUMMARY

This is a report concerning applications that have been determined by delegated authority for the period 6 March 2020 to 5 May 2020.

RECOMMENDATION/S

That the report be received and the contents noted.

RELATED PARTIES

There are no related parties associated with the recommendation as the development applications have already been determined.

ADVANCE IPSWICH THEME

- Strengthening our local economy and building prosperity
- Managing growth and delivering key infrastructure
- Caring for our community
- Caring for the environment

Listening, leading and financial management

PURPOSE OF REPORT/BACKGROUND

The following delegations (and associated sub-delegations) contain a requirement for the noting of applications determined by delegated authority:

- Approval of Plans for Springfield
- Determination of Development Applications, Precinct Plans, Area Development Plans and Related Matters
- Exercise the Powers of Council under the *Economic Development Act 2012*
- Implementation of the Planning and Development Program
- Exercise the Powers of Council under the *Planning Act 2016*

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Act 2009

Planning Act 2016

Economic Development Act 2012

RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with this report.

FINANCIAL/RESOURCE IMPLICATIONS

There are no resourcing or budget implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

The contents of this report did not require any community consultation. In the event that the development applications listed in this report triggered 'impact assessment' pursuant to the Ipswich Planning Scheme, public notification was undertaken as part of the development application process in accordance with any legislative requirements and matters raised in any submissions and were addressed in the respective development assessment reports.

CONCLUSION

The Planning and Regulatory Services Department is responsible for the assessment and determination of development applications. Attachment 1 to this report provides a list of development applications that were determined by delegated authority for the period 10 February 2020 to 6 March 2020.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1. Exercise Of Delegation Report 🗓 🖺

Brett Davey

DEVELOPMENT PLANNING MANAGER

I concur with the recommendations contained in this report.

Peter Tabulo

GENERAL MANAGER (PLANNING AND REGULATORY SERVICES)

"Together, we proudly enhance the quality of life for our community"



Development Applications Determined by Delegated Authority 6 March 2020 to 7 May 2020

2892/2018/ADP ADD Decision Date - 5808/2018/ADP ADD Decision Date - 5808/2018/ADP ADD Decision Date - 5808/2018/ADP ADDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDD	5/05/202 DP 27/04/202 DP	Area Development Plan - Reconfiguring a Lot (One (1) into three (3) lots and access easement) Decision - Approved Area Development Plan to nominate land and permit the development of a Park	11 Grande Avenue, Springfield Lakes Authority - Team Co-ordinator East 7001 Sinnathamby Boulevard, Spring Mountain Authority - Team Co-ordinator East 7001 Gateway Drive, Augustine Heights
Decision Date - 5808/2018/ADP AE Decision Date - 7130/2019/ADP AE	5/05/202 DP 27/04/2020 DP	Access easement) Decision - Approved Area Development Plan to nominate land and permit the development of a Park Decision - Approved Area Development Plan to: Nominate land for a Service Station and Fast Food Premises Material Change of Use - Business Use (Service Station and Fast Food Premises)	Authority - Team Co-ordinator East 7001 Sinnathamby Boulevard, Spring Mountain Authority - Team Co-ordinator East
5808/2018/ADP AE Decision Date - 7130/2019/ADP AE	DP 27/04/2020 DP	Area Development Plan to nominate land and permit the development of a Park Decision - Approved Area Development Plan to: Nominate land for a Service Station and Fast Food Premises Material Change of Use - Business Use (Service Station and Fast Food Premises)	7001 Sinnathamby Boulevard, Spring Mountain Authority - Team Co-ordinator East
Decision Date - 7130/2019/ADP AE	27/04/2020 DP	Decision - Approved Area Development Plan to: Nominate land for a Service Station and Fast Food Premises Material Change of Use - Business Use (Service Station and Fast Food Premises)	Authority - Team Co-ordinator East
7130/2019/ADP AE	DP .	Area Development Plan to: Nominate land for a Service Station and Fast Food Premises Material Change of Use - Business Use (Service Station and Fast Food Premises)	
		Nominate land for a Service Station and Fast Food Premises Material Change of Use - Business Use (Service Station and Fast Food Premises)	7001 Gateway Drive, Augustine Heights
Decision Date -	22/04/202		
		Decision - Approved - Negotiated Decision Approved	Authority - Team Co-ordinator East
	d Approval		
10172/2019/CA CA		Material Change of Use - Service/Trades Use (Self Storage Facility) Operational Works (Earthworks)	110 Briggs Road, Raceview
Decision Date -	13/03/202	Decision - Approved	Authority - Team Co-ordinator West
261/2020/CA CA		Reconfiguring a Lot - one (1) lot into two (2) lots Material Change of Use - Dual Occupancy	12 Langley Road, Camira
Decision Date -	16/04/202	Decision - Approved	Authority - Senior Planner (Development)
549/2020/CA C/		Combined Approval Reconfiguring a Lot - Boundary Realignment (Two (2) Lots into Two (2) Lots) Carrying out building work not associated with a material change of use – Extension and relocation of a character building on site (relocating, raising and building underneath a character dwelling)	21 Blackstone Road, Eastern Heights
Decision Date -	3/04/202	Decision - Approved	Authority - Team Co-ordinator Central
6274/2019/CA C <i>I</i>		Combined Approval Material Change of Use - Multiple Residential (180 Dwellings in eight (8) stages Material Change of Use - Single Residential (Fourteen (14) Dwellings) Reconfiguring a Lot - Two (2) Lots into Sixteen (16) Lots in Two (2) Stages	7000 Redbank Plains Road, Redbank Plains
Decision Date -	19/03/202	Decision - Approved	Authority - Team Co-ordinator Central
8000/2019/CA CA		Reconfiguring a Lot - One (1) Lot into Fifty-Three (53) Lots plus Balance Lot and New Road (Stage 5 of the Six Mile Creek Estate) and Material Change of Use - Single Residential (Proposed Lots 606 to 613 and 615 to 658)	7003 Collingwood Drive, Collingwood Park
Decision Date -			Authority - Team Co-ordinator Central

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Application No	Туре	Application Details	Primary Property Location
719/2019/CA	CA	Reconfiguring a Lot - Three (3) Lots into Eleven (11) Lots	50 Weedman Street, Redbank
		Operational Works - Earthworks and Retaining	
Decision D	ate - 9/04/2		Authority - Team Co-ordinator East
319/2019/CA	CA	Material Change of Use - Community Use (Child Care Centre) and Recreation Use (Indoor Recreation - Swim School) Reconfiguring a Lot - One (1) Lot into Three (3) Lots	7003 Collingwood Drive, Collingwood Park
		Operational Works - Advertising Device (One (1) Pole Sign)	
	ate - 30/03/2		Authority - Team Co-ordinator Central
945/2018/CA	CA	Material Change of Use - Building Envelopes	40 Queen Street, Dinmore
Decision D	ate - 3/04/2	Reconfiguring a lot - Boundary Realignment (Six (6) lots into Six (6) lots) Decision - Refused	Authority - Senior Planner (Development)
/ICU Mate	rial Change o	f Use	
077/2020/MCU	MCU	Material Change of Use - Special Industry (Extension to Abattoir – Amenities Building, Maintenance Office Building and Storage Chillers)	1 Lock Way, Riverview
Decision D	ate - 6/04/2	020 Decision - Approved	Authority - Team Co-ordinator Central
107/2020/MCU	MCU	Material Change of Use - Dual Occupancy	8 Shawfield Street, Willowbank
Decision D	ate - 23/04/2	020 Decision - Approved	Authority - Senior Planner (Development)
424/2020/MCU	MCU	Material Change of Use - Single Residential affected by a Development Constraints Overlay (Flooding)	37-39 Gipps Street, Calvert
Decision D	ate - 8/04/2	020 Decision - Approved	Authority - Senior Planner (Development)
464/2020/MCU	MCU	Material Change of Use - Dual Occupancy	280 Stevens Road, Purga
Decision D	ate - 7/04/2	020 Decision - Approved	Authority - Senior Planner (Development)
521/2020/MCU	MCU	Material Change of Use - Single Residential within a Development Constraint Overlay	8A Harry Street, Bellbird Park
Decision D	ate - 27/04/2	020 Decision - Approved	Authority - Senior Planner (Development)
653/2020/MCU	MCU	Material Change of Use - Single Residential in a Character Zone	83 Matthew Street, Rosewood
Decision D	ate - 18/03/2	020 Decision - Approved	Authority - Senior Planner (Development)
066/2020/MCU	MCU	Material Change of Use - Dual Occupancy	66-68 Mikkelsen Road, Camira
Decision D 474/2020/MCU	ate - 14/04/2 MCU	020 Decision - Approved Material Change of Use - Single Residential in a Urban Investigation Zone	Authority - Team Co-ordinator East 22 O'Shea Street, Rosewood
Decision D	ate - 1/05/2		Authority - Senior Planner (Development)
32/2020/MCU	MCU	Material Change of Use - Multiple Residential (16 Units)	12 Knot Place, Augustine Heights
Decision D	ate - 20/04/2	020 Decision - Approved	Authority - Team Co-ordinator East
301/2019/MCU	MCU	Material Change of Use - General Industry - Concrete Column Manufacturing Plant	3 Mary Street, Blackstone
Decision D	ate - 27/03/2	020 Decision - Approved	Authority - Team Co-ordinator Central
079/2019/MCU	MCU	Material Change of Use - Business Use (Dental Clinic)	78 John Street, Rosewood
Decision D	ate - 13/03/2		Authority - Team Co-ordinator West
373/2019/MCU	MCU	Material Change of Use - Service/Trades Use (Contractors Depot) and Caretake Residential	

Application No	Туре	Application Details	Primary Property Location
Decision Date	te - 13/03/202	20 Decision - Approved - Negotiated Decision Approved	Authority - Team Co-ordinator East
65/2020/MCU	MCU	Material Change of Use - Recreation Use (Indoor Recreation)	3/1505 Warrego Highway, Blacksoil
Decision Date	te - 20/03/202	20 Decision - Approved	Authority - Senior Planner (Development)
7961/2019/MCU	MCU	Material Change of Use - Community Use (Child Care Centre)	15 Albert Street, Goodna
Decision Date	te - 14/04/202	20 Decision - Approved	Authority - Team Co-ordinator East
9831/2018/MCU	MCU	Material Change of Use - Multiple Residential (Extension to Boarding House - 6 Rooms)	40 Waghorn Street, Ipswich
Decision Da	te - 30/03/202	20 Decision - Approved	Authority - Team Co-ordinator Central
MAMC Modifie	cation-Chang	e Application Minor	
241/2017/MAMC/A		Minor Change - General Industry (Truck Depot) and Intensive Animal Husbandn	168 Ipswich Boonah Road, Purga
		(Dog Training Facility)	, , ,
Decision Date	te - 17/04/202		Authority - Team Co-ordinator West
3105/2016/MAMC/E		Reconfiguring a Lot - Five (5) Lots into Ninety-Seven (97) Residential Lots, Thre	
		(3) management lots, Five (5) balance lots, One (1) park lot and new roads.	
Decision Date	te - 6/04/202		Authority - Team Co-ordinator West
4122/2018/MAMC/A	MAMC	Minor Change - Combined Approval	639 Redbank Plains Road, Redbank Plains
		Material Change of Use - Preliminary Approval including a Variation Request to	
		vary the effect of the Ipswich Planning Scheme in	
		accordance with section 50(3) of the Planning Act 2016 in accordance with the	
		Land Use/Precinct Plan (Large Lot Residential to Residential Low Density (RL2)	
		Recreation and Conservation Zone);	
		Reconfiguring a Lot - One (1) lot into two hundred and sixty-three(263) residenti	
		lots, conservation, open space, drainage and roads over 8 stages	
		Carrying out building work not associated with a Material Change of Use	
		(Relocation of a Schedule 2 listed dwelling)	
Decision Date	te - 20/04/202		Authority - Team Co-ordinator West
4170/2018/MAMC/A	MAMC	Minor Change - Material Change of Use - Business Use (excluding bulky goods	78-82 Junction Road, Karalee
		sales, fast food premises, hotel, medical centre, produce/craft market,	
		restaurant, service station, shop and vehicle sales premises), General Industry	
		(excluding bus depot and truck depot) and Service Trade Use (excluding mini bu	
		depot)	
	00/04/00/	Reconfiguring a Lot - access easement (realignment)	
	te - 23/04/202		Authority - Team Co-ordinator Central
4283/2017/MAMC/C		Minor Change - Single Residential (206 Dwellings)	673-675 Karrabin Rosewood Road, Walloon
Decision Date			Authority - Senior Planner (Development)
4431/2018/MAMC/B		Minor Change - Material Change of Use - General Industry (Freight Depot)	5 Birdwood Crescent, Redbank
Decision Date			Authority - Team Co-ordinator East
5139/2016/MAMC/A	MAMC	Minor Change - Two (2) Lots into Ninety-Seven (97) Lots plus drainage reserve	7001 Aspect Way, Karalee
		and park	
Decision Dat	te - 20/03/202	20 Decision - Approved	Authority - Team Co-ordinator Central

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Application No	Туре	Application Details	Primary Property Location
6165/2018/MAMC/B	MAMC	Minor Change - Material Change of Use - Extension to Special Industry	49-65 Cobalt Street, Carole Park
Decision Da	te - 7/04/20	20 Decision - Approved	Authority - Senior Planner (Development)
7933/2009/MAMC/A	MAMC	Minor Change - Extension to a Community Use	27 Bailey Street, Collingwood Park
Decision Da	te - 1/04/20	20 Decision - Approved	Authority - Senior Planner (Development)
7990/2017/MAMC/A	MAMC	Minor Change - Material Change of Use - Community Use (Extensions to an Educational Establishment)	10 Old Ipswich Road, Riverview
Decision Da 9576/2017/MAMC/A	te - 1/05/20 MAMC	20 Decision - Approved Minor Change - Material Change of Use - Multiple Residential - Six (6) Units	Authority - Team Co-ordinator Central 14 Alexandra Street, Booval
Decision Da	te - 17/04/20	20 Decision - Approved	Authority - Team Co-ordinator Central
MAEXT Modifi	cation-Extens	sion Application	
2083/2013/MAEXT/0		Extension to Currency Period Application - Clearing vegetation under preliminar approval - Corymbia Woods	7001 Collingwood Drive, Collingwood Park
Decision Da	te - 16/04/20		Authority - Engineering and Environment Manager
2728/2015/MAEXT/	AMAEXT	Extension Application - Area Development Plan - Health City Roads Stages 5-9	
Decision Da	te - 31/03/20	20 Decision - Approved	Authority - Team Co-ordinator East
3102/2012/MAEXT/E	B MAEXT	Extension Application - Multiple residential (8 units)	30 Lindsay Street, Bundamba
Decision Da	te - 6/04/20	20 Decision - Approved	Authority - Team Co-ordinator Central
3356/2002/MAEXT/	A MAEXT	Extension to Currency Period Application - Bremer Business Park - Preliminary application MCU Impact assessment and reconfiguring of a lot (17 lots into 54 lots)	57-81 Bognuda Street, Bundamba
Decision Da	te - 7/04/20	20 Decision - Approved	Authority - Team Co-ordinator Central
351/2005/MAEXT/B	MAEXT	Extension Application - Two (2) Lots into Thirty-five (35) Lots plus parkland	70 Old Ipswich Road, Riverview
Decision Da	te - 16/03/20	20 Decision - Approved	Authority - Team Co-ordinator Central
3884/2012/MAEXT/A	AMAEXT	Extension Application - One (1) Lot into Three (3) Lots	103 Riverview Road, Riverview
Decision Da	te - 9/03/20	20 Decision - Approved	Authority - Senior Planner (Development)
421/2017/MAEXT/B	MAEXT	Extension to Currency Period Application - One (1) lot into Two (2) lots	25 Philip Street, Redbank Plains
Decision Da	te - 9/03/20	20 Decision - Approved	Authority - Senior Planner (Development)
474/2016/MAEXT/A	MAEXT	Extension to Currency Period Application - Road Works, Stormwater, Water Infrastructure, Drainage Works, Earthworks, Sewerage Infrastructure, Landscaping, Signage, Clearing Vegetation under the Planning Scheme, Traffic Signalisation & Electrical - Health City Stages 5 to 9	7002 Sinnathamby Boulevard, Springfield Central
Decision Da	te - 9/04/20		Authority - Team Co-ordinator Engineering
5325/2013/MAEXT/E		Extension Application - Dual Occupancy	38 Herbert Street, Sadliers Crossing
Decision Da	te - 6/04/20	20 Decision - Approved	Authority - Senior Planner (Development)
5596/2011/MAEXT/E	3 MAEXT	Extension to Currency Period Application - Reconfiguration of a lot (one (1) into (2) lots) and a material change of use to construct a multiple residential development (4 units)	25 Chubb Street, One Mile
Decision Da	te - 20/04/20		Authority - Senior Planner (Development)
566/2013/MAEXT/B	MAEXT	Extension Application - MCU - Multiple Residential (40 Units) RAL (Access Easement)	70 Old Ipswich Road, Riverview
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_Application No Type Application Details	Primary Property Location
Decision Date - 13/03/2020 Decision - Approved	Authority - Team Co-ordinator Central
594/2018/MAEXT/A MAEXT Extension to Currency Period Application - Multiple Advertising Structures	95 Southern Cross Circuit, Springfield Central
Decision Date - 16/03/2020 Decision - Approved	Authority - Senior Planner (Development)
6041/2015/MAEXT/A MAEXT Extension Application - Shopping Centre	14 Old Toowoomba Road, One Mile
Decision Date - 6/04/2020 Decision - Approved	Authority - Senior Planner (Development)
7123/2015/MAEXT/B MAEXT Extension to Currency Period Application - MCU - General Industry, Business Use (Bulky Good Sales, Cafe, Farm Supply Outlet, Snack Bar and Takeway Food Premises) & Service Trade Use OW - Advertising Devices	2 Hume Drive, Bundamba
Decision Date - 25/03/2020 Decision - Approved	Authority - Team Co-ordinator Central

ow	Opera	tional V	Vorks		
10275/20	019/OW	OW	Road	works - Concrete Footpath	84 Brisbane Road, East Ipswich
]	Decision Da	te - 28	/04/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
10278/20		OW		allotment Drainage	11 Doyle Street, Silkstone
]	Decision Da	te - 24	/03/2020	Decision - Approved - Negotiated Decision Approved	Authority - Acting Team Co-ordinator Engineerng
10280/20		OW		age Work & Earthworks	51-89 Southern Amberley Road, Amberley
	Decision Da	te - 30	/03/2020	Decision - Approved	Authority - Senior Development Engineer
10376/20	019/OW	OW	Road	Work, Stormwater & Earthworks - Eden's Crossing Stage 21	7003 Mount Juillerat Drive, Redbank Plains
]	Decision Da	te - 11	/03/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
10622/20	019/OW	OW	Storm	water, Drainage Works, Earthworks & Roadworks	259-283 Cumner Road, White Rock
	Decision Da	te - 11	/03/2020	Decision - Approved	Authority - Acting Team Co-ordinator Engineerng
10678/20		OW		water & Earthworks	21 Lusitania Street, Newtown
	Decision Da	te - 11	/03/2020	Decision - Approved	Authority - Acting Team Co-ordinator Engineerng
10681/20		OW		3 Streetlighting - Ripley Valley Stage 4	7001 Rhea De Wit Drive, Ripley
	Decision Da	te - 19		Decision - Approved	Authority - Acting Team Co-ordinator Engineerng
1374/202		OW		3 Streetlighting - Hayfield Stage 3	7002 Trigona Drive, Ripley
	Decision Da	te - 28		Decision - Approved	Authority - Team Co-ordinator Engineering
1461/202	20/OW	OW	Lands	scaping - Redbank Motorway Estate Stage 3A	50 Weedman Street, Redbank
	Decision Da	te - 19	/03/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
1462/202		OW		scaping - Redbank Motorway Estate Weedman Street Link	14 Monash Road, Redbank
	Decision Da	te - 3	/04/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
1463/202		OW		scaping - Redbank Motorway Estate Weedman Street South	4 Weedman Street, Redbank
	Decision Da	te - 3	/04/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
1558/202	20/OW	OW		3 Streetlighting	67-69 Oak Street, Bellbird Park
	Decision Da	te - 5	/05/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
1679/202		OW		scaping	67-69 Oak Street, Bellbird Park
	Decision Da		/04/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
1949/202		OW		scaping	27 Camden Crescent, Spring Mountain
	Decision Da			Decision - Approved	Authority - Team Co-ordinator Engineering
249/2020	0/OW	OW	Earth	works	362-364 Cumner Road, Swanbank

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Application No	Тур	е Арр	lication Details	Primary Property Location
Decision Da	ate - 1	9/03/2020	Decision - Approved	Authority - Engineering and Environment Manager
309/2020/OW	OW	Roa	d Work, Stormwater and Earthworks - Sovereign Pocket Stage 13	7001 Rawlings Road, Deebing Heights
Decision Da	ate - 2	28/04/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
318/2020/OW	OW	Rate	e 3 Streetlighting - Eden's Crossing Stage 21	7003 Mount Juillerat Drive, Redbank Plains
Decision Da	ate - 1	8/03/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
574/2020/OW	OW	Rate	e 3 Streetlighting - Providence Stage 54	7004 Bayliss Road, South Ripley
Decision Da	ate - 2	24/03/2020	Decision - Approved	Authority - Acting Team Co-ordinator Engineerng
578/2020/OW	OW	Rate	e 3 Streetlighting - Providence Stage 47A	7004 Bayliss Road, South Ripley
Decision Da	ate -	3/04/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
587/2020/OW	OW	Eart	hworks, Stormwater & Access Driveway and Service Conduits	17 Ipswich Street, Riverview
Decision Da	ate - 2		Decision - Approved	Authority - Team Co-ordinator Engineering
701/2020/OW	OW	Stor	mwater, Water Infrastructure, Drainage Work, Earthworks, Sewerage	1 Thornton Street, Raceview
		Infra	structure, Landscaping, Signage & Clearing Vegetation	
Decision Da	ate - 1	7/03/2020	Decision - Approved	Authority - Acting Team Co-ordinator Engineerng
8748/2019/OW	OW	Roa	d works, Stormwater and Drainage work - Karalee Shopping Village Stage 🤅	7001 Perseverance Street, Chuwar
Decision Da	ate - 1	3/03/2020	Decision - Approved	Authority - Acting Team Co-ordinator Engineerng
939/2020/OW	OW	Allo	ment Drainage (Modification)	25 Moffatt Street, Ipswich
Decision Da	ate - 1	9/03/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
970/2020/OW	OW	Lan	dscaping - Eden's Crossing Stage 21	Lot 89 Unnamed Road, Redbank Plains
Decision Da	ate	11/03/2020	Decision - Approved	Authority - Team Co-ordinator Engineering
OD Other	r Deve	lopment		
10384/2019/OD	OD	•	ying out building work not associated with a material change of use - Carpo	15 Barker Street Inswich
		in a	Character Zone	
Decision Da			Decision - Refused	Authority - Senior Planner (Development)
10413/2019/OD	OD		ertising Device - One (1) Pylon Sign	16-30 Springfield Parkway, Springfield
Decision Da			Decision - Approved	Authority - Senior Planner (Development)
1142/2020/OD	OD		ertising Device - (Estate Entrance Sign)	7001 Parkland Drive, Walloon
Decision Da	ate 1	3/03/2020	Decision - Approved	Authority - Senior Planner (Development)
1426/2020/OD	OD		ding Works not Associated with a MCU - Extension to a character dwelling lying demolition of pre-1946 fabric	12 Alice Street, Silkstone
Decision Da	ate - 2		Decision - Approved	Authority - Senior Planner (Development)
1485/2020/OD	OD		ying out Building Work not Associated with a Material Change of Use -	6A Harvey Street, Churchill
Decision Da	ate - 2		Decision - Approved	Authority - Senior Planner (Development)
1563/2020/OD	OD		ding Work not Associated with a Material Change of Use - Extension to a	12A Grange Road, Silkstone
			le Residential in a Character Zone (Raise, Extend and Build in under a	
		-	racter Dwelling)	
Decision Da	ate - 1		Decision - Approved	Authority - Senior Planner (Development)

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Application No	Type	Application Details	Primary Property Location
1911/2020/OD	OD	Operational Works - Advertising Devices (Fourteen (14) Pylon Signs, Nine (9) Wall Signs, Two (2) Gantry Signs, One (1) Flag Sign, One (1) Awning Fascia Sign and One (1) Banner Sign)	7005 Mount Juillerat Drive, Redbank Plains
Decision Da	ate - 22/04/2	2020 Decision - Approved	Authority - Senior Planner (Development)
2078/2020/OD	OD	Advertising Devices - Four (4) Wall Signs	44 Sportstar Drive, Springfield Central
Decision Da	ate - 23/03/2	2020 Decision - Approved	Authority - Senior Planner (Development)
2091/2020/OD	OD	Advertising Device - One (1) Estate Entry Sign and Six (6) Vertical Banner Signs	74 Mullins Street, Redbank Plains
Decision Da	ate - 14/04/2	2020 Decision - Approved	Authority - Senior Planner (Development)
2171/2020/OD	OD	Carrying out Building Work not Associated with a Material Change of Use - Extension to a Single Residential in a Character Zone	50 Park Street, Ipswich
Decision Da	ate - 6/04/2	2020 Decision - Approved	Authority - Senior Planner (Development)
2209/2020/OD	OD	Carrying out Building Work not Association with a MCU - Extension to a Single Dwelling in a Character Zone (Patio & Deck)	58 Whitehill Road, Eastern Heights
Decision Da	ate - 1/04/2	020 Decision - Approved	Authority - Senior Planner (Development)
2233/2020/OD	OD	Carrying out Building Work not Associated with a MCU - Carport in a Conservation Zone	101 Graham Street, Blackstone
Decision Da	ate - 15/04/2	020 Decision - Approved	Authority - Senior Planner (Development)
2290/2020/OD	OD	Carrying out Building Work not Associated with a MCU - Extension to a Single Residential Affected by a Development Constraints Overlay (Flooding)	49 Gladstone Road, Sadliers Crossing
Decision Da	ate - 17/04/2	020 Decision - Approved	Authority - Senior Planner (Development)
2658/2020/OD	OD	Advertising Devices - Nine (9) Wall Signs	136 Eagle Street, Redbank Plains
Decision Da	ate - 5/05/2	020 Decision - Approved	Authority - Senior Planner (Development)
9487/2019/OD	OD	Advertising Devices – Billboard sign, boundary fence sign, awning fascia sign	183-187 Cedar Road, Redbank Plains
Decision Da	ate - 2/04/2		Authority - Team Co-ordinator Central
657/2019/OD	OD	Carrying out Building Work not Associated with a Material Change of Use - Shed	22 Patrick Street, Swanbank
Decision Da	ate - 18/03/2	2020 Decision - Approved	Authority - Senior Planner (Development)
MAPDA PDA A	Amendment	Application Extension to Currency Period Application - PDA Development Approval for a	Lot 207 Unnamed Road, Deebing Heights
		Development Permit for Reconfiguration of a Lot – 1 Lot and Unconstructed Roa into 1,864 Residential Lots, Open Space, Balance Lots and New Road	
Decision Da 40/2015/MAPDA/E	MAPDA	Amendment Application - Change to PDA Development Approval	Authority - Senior Planner (Development) 111-167 Barrams Road, South Ripley
Decision Da 0/2015/MAPDA/F	MAPDA	Amendment Application - Change to PDA Development Approval	Authority - Team Co-ordinator West 7000 Springbrook Street, South Ripley
Decision Da	ate - 15/04/2		Authority - Team Co-ordinator West
736/2017/MAPDA	/AMAPDA	Amendment Application - Reconfiguring a Lot - 1 Lot into 273 Lots including 271 Residential Lots, with Plan of Development, 1 Child Care Centre Lot, 1 Balance	8 Trigona Drive, Ripley
_		Lot plus Parks and new Roads	
Decision Da	ate - 15/04/2	2020 Decision - Approved	Authority - Team Co-ordinator West

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Application No	Type A	Application Details	Primary Property Location
8808/2016/MAPDA/	N	Amendment Application - Reconfiguration of a Lot - One (1) lot into two (2) Management Lots and an Access Easement	Lot 207 Unnamed Road, Deebing Heights
Decision Da	te - 1/05/2020	Decision - Approved	Authority - Senior Planner (Development)
9140/2016/MAPDA/	ī	PDA Amendment Application - Reconfiguration of a Lot with a Plan of Development (POD) - 1 Lot into 544 Lots plus Parks, Drainage Reserve and Ne Roads	7002 Ripley Road, Ripley
Decision Da	te - 3/04/2020		Authority - Team Co-ordinator West
PDA Priorit	y Development	Area	
3660/2019/PDA	PDA (Operational Works – Lucas Creek Trunk Sewer South	170 Barrams Road, White Rock
Decision Da 6589/2018/PDA	te - 23/03/2020 PDA A	Decision - Approved Advertising Device (Double Sided Digital Major Entry Community Sign)	Authority - Engineering and Environment Manager 2 Binnies Road, Ripley
Decision Da 774/2019/PDA	te - 10/03/2020 PDA N	Decision - Refused Material Change of Use - Community Use (Child Care Centre)	Authority - Team Co-ordinator West 111-167 Barrams Road, South Ripley
Decision Da	te - 13/03/2020		Authority - Team Co-ordinator West
9035/2019/PDA		Reconfiguring a Lot - Two (2) Lots into Fifty-Two (52) Lots including a Plan of Development	15 Aulds Road, Ripley
Decision Da	te - 30/04/2020		Authority - Team Co-ordinator West
RAL Recon	figuring a Lot		
10372/2019/RAL	RAL F	Reconfiguring a Lot - One (1) Lot into Two (2) Lots	17 Katandra Crescent, Bellbird Park
Decision Da	te - 17/04/2020	Decision - Approved	Authority - Team Co-ordinator East
10635/2019/RAL		Reconfiguring a Lot - One (1) Lot into Sixteen (16) Lots and New Road	1 Henry Street, Brassall
Decision Da	te - 21/04/2020	Decision - Approved	Authority - Team Co-ordinator West
10661/2019/RAL	RAL F	Reconfiguring a Lot - One (1) Lot into Two (2) Lots	12 Cochrane Street, Camira
Decision Da	te - 20/04/2020	Decision - Approved	Authority - Senior Planner (Development)
1174/2020/RAL	RAL F	Reconfiguring a Lot - Boundary Realignment (Two (2) Lots into Two (2) Lots)	150 Toongarra Road, Wulkuraka
Decision Da	te - 6/04/2020	Decision - Approved	Authority - Senior Planner (Development)
1224/2020/RAL	RAL F	Reconfiguring a Lot - One (1) Lot into Two (2) Lots	132 Pindari Drive, Mount Marrow
Decision Da	te - 15/04/2020	Decision - Approved	Authority - Senior Planner (Development)
1471/2020/RAL		Reconfiguring a Lot - Boundary Realignment (Dedicating Freehold Land as Roa and creation of a Balance Lot)	246 Taylors Road, Walloon
Decision Da	te - 17/04/2020	Decision - Approved	Authority - Team Co-ordinator West
235/2020/RAL	RAL E	Boundary Realignment Two (2) lots into Two (2) lots	25 Williams Street East, Woodend
Decision Da	te - 17/03/2020		Authority - Senior Planner (Development)
405/2020/RAL		Reconfiguring a Lot - One (1) Lot into Two (2) Lots	15 Coyne Street, One Mile
Decision Da	te - 14/04/2020		Authority - Senior Planner (Development)
407/2020/RAL		Reconfiguring a Lot - One (1) Lot into Two (2) Lots	80 Aldinga Street, Redbank Plains
Decision Da	te - 3/04/2020		Authority - Senior Planner (Development)
0470/0040/DAI	RAL F	Reconfiguring a Lot - Two (2) Lots into Three (3) Lots	62 Stephenson Street, Coalfalls
6179/2019/RAL			

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Application No	Туре	Application Details	Primary Property Location
762/2020/RAL	RAL	Reconfiguring a Lot - One (1) Lot into Eighteen (18) Lots	123 Workshops Street, Brassall
Decision D	ate - 2/04/2		Authority - Team Co-ordinator West
942/2020/RAL	RAL	Reconfiguring a Lot - One (1) lot into Two (2) lots	26-28 Gascoyne Drive, Karalee
Decision D	ate - 27/03/2	2020 Decision - Approved	Authority - Senior Planner (Development)
NAME Road	/Place/Park/	Bridge Naming	
2834/2019/NAME/	B NAME	Park Naming	145 Binnies Road, Ripley
Decision D	ate - 13/03/2	2020 Decision - Approved	Authority - Senior Development Planning Compliance Off
5794/2018/NAME/		Road Naming	67-69 Oak Street, Bellbird Park
Decision D	ate - 21/04/2	2020 Decision - Approved	Authority - City Planner
7046/2018/NAME/		Road Naming	Lot 89 Unnamed Road, Redbank Plains
Decision D	ate - 25/03/2	2020 Decision - Approved	Authority - Development Planning Manager
7565/2017/NAME//	A NAME	Road Naming and Extension to Road Name	7001 Rhea De Wit Drive, Ripley
Decision D	ate - 16/04/2	2020 Decision - Approved	Authority - Senior Development Planning Compliance Offi
7924/2009/NAME/	B NAME	Park Naming - Six Mile Creek Estate - Stage 7	20-32 Cairns Street, Collingwood Park
Decision D	ate - 22/04/2	2020 Decision - Approved	Authority - Senior Development Planning Compliance Offi
8081/2019/NAME/	A NAME	Park Naming	7001 Collingwood Drive, Collingwood Park
Decision D	ate - 23/03/2	2020 Decision - Approved	Authority - Senior Development Planning Compliance Offi
SSP Siani	ng of Subdi	vision Plan	
10659/2019/SSP/B		Lots 4 & 5 on SP311903	7001 Health Care Drive, Springfield Central
Decision D	ate - 12/03/2	2020 Decision - Approved	Authority - Senior Development Planning Compliance Offi
1748/2020/SSP	SSP	Resigning of Survey Plan - Lots 1 & 2 on SP303445	3 De Graaf Street, Bellbird Park
Decision D	ate - 8/04/2		Authority - Senior Development Planning Compliance Offi
1841/2020/SSP	SSP	Lots 1 and 2 on SP314894	2 Katandra Crescent, Bellbird Park
	ate - 25/03/2	2020 Decision - Approved	Authority - Senior Development Planning Compliance Offi
1877/2020/SSP	SSP	Lots 75-91 & Common Property on SP299124	32 Warrill Street, Redbank Plains
		Edenbrooke Villas - Stage 4	
Decision D	ate - 31/03/2		Authority - Senior Development Planning Compliance Offi
2148/2018/SSP/A		Plan of Easement A on SP316037	3 Walsh Street, Newtown
Decision D	ate - 9/04/2		Authority - Senior Development Planning Compliance Offi
235/2020/SSP/A	SSP	Lots 23 & 24 on SP318193	25 Williams Street East, Woodend
	ate - 22/04/2		Authority - Senior Development Planning Compliance Offi
2679/2019/SSP/C	SSP	Lots 373-387, 435-442 & 9997 on SP312134	7009 Panorama Drive, Springfield
	ate - 24/03/2		Authority - Senior Development Planning Compliance Offi
2679/2019/SSP/D	SSP	Lots 8-15 & 9997 on SP312135	7009 Panorama Drive, Springfield
	ate - 3/04/2		Authority - Senior Development Planning Compliance Offi
2930/2016/SSP/C		Lots 11-16, 32-50, 116-148, 150, 152-156, 164-169, 269, 270, 5006, 7000, 9002	
2000/2010/001/0	301	9003 on SP307619 - Torhaven Stages 2A - 2D	7002 Namings Noad, Doobling Holgins
Decision D	ate - 21/04/2		Authority - Senior Development Planning Compliance Offi
4280/2015/SSP/B	SSP	Lots 448 - 489, 5007 & 9002 on SP312157	7001 Collingwood Drive, Collingwood Park
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Application No Ty	pe Appl	ication Details	Primary Property Location
Decision Date -	17/04/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
4284/2015/SSP/A SS		1 & 2 on SP289917	2 Elmore Street, Redbank Plains
Decision Date -	26/03/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
5508/2017/SSP/A SS	SP Plan	of Easement A on SP318189	21 Lusitania Street, Newtown
Decision Date -	24/04/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
5531/2011/SSP/C SS	SP Lots	46-68, 77-82 & 107 on SP308407	43 Rangeview Drive, Flinders View
Decision Date -	17/03/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
6181/2018/SSP/A SS	SP Resig	gning of Survey Plan SP263731	23 Blackwood Street, East Ipswich
Decision Date -	12/03/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
6780/2015/SSP/A SS	SP Lots:	3-13 on SP311813	7001 Gliderway Street, Bundamba
Decision Date -	21/04/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
6879/2014/SSP/I SS	SP Lots	154-160 on SP303719 - The Crossing Karalee - Stage 9	7001 Lewis Drive, Karalee
Decision Date -	13/03/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
7130/2019/SSP/A SS	SP Lots	1-3 on SP297538	7001 Gateway Drive, Augustine Heights
Decision Date -	24/04/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
7884/2019/SSP/A SS		21 & 22 on SP317756	43 Jacaranda Drive, Yamanto
Decision Date -	11/03/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
8029/2019/SSP/A SS	Loto	26, 162-164, 166 & 167 on SP303741 14 & 166 on SP303742	7002 Brookwater Drive, Springfield Central
Decision Date -	3/04/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
SSPRV Signing o	f Subdivision P	lan (Ripley)	
3131/2018/SSPRV/A SS	SPRV Lots:	301-328, 800, 1000 & 2000 on SP307781	31 Aulds Road, Ripley
Decision Date - 40/2015/SSPRV/U SS		Decision - Approved 044 on SP307627 - Stage 12	Authority - Senior Development Planning Compliance Offic 7005 Barrams Road, South Ripley
Decision Date -		Decision - Approved	Authority - Senior Development Planning Compliance Offic
40/2015/SSPRV/V SS		964-980 and 7029 on SP304380 - Stage 18B	7005 Barrams Road, South Ripley
Decision Date -		Decision - Approved	Authority - Senior Development Planning Compliance Offic
40/2015/SSPRV/W S		7045 & 8011 on SP304391	7005 Barrams Road, South Ripley
Decision Date -	7/04/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
7565/2017/SSPRV/D SS		ng of Legal Documents	7001 Rhea De Wit Drive, Ripley
Decision Date -		Decision - Approved	Authority - Senior Development Planning Compliance Offic
7623/2019/SSPRV/A SS		1001 - 1003 on SP317679	311-345 Ripley Road, Ripley
Decision Date -	25/03/2020	Decision - Approved	Authority - Senior Development Planning Compliance Offic
9140/2016/SSPRV/J SS		624-630, 699-712, 722-731, 907 & 1010 on SP311774	7002 Ripley Road, Ripley
Decision Date -		Decision - Approved	Authority - Senior Development Planning Compliance Offic

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Doc ID No: A6220516

ITEM: 7

SUBJECT: COURT ACTION STATUS REPORT

AUTHOR: DEVELOPMENT PLANNING MANAGER

DATE: 7 MAY 2020

EXECUTIVE SUMMARY

This is a report concerning a status update with respect to current court actions associated with development planning related matters including one other significant matter of dispute that the Planning and Regulatory Services Department is currently involved with.

RECOMMENDATION/S

That the report be received and the contents noted.

RELATED PARTIES

The related parties, being the appellants associated with any court actions, are detailed in the attachment to this report.

ADVANCE IPSWICH THEME

Strengthening our local economy and building prosperity Managing growth and delivering key infrastructure Caring for our community Caring for the environment Listening, leading and financial management

PURPOSE OF REPORT/BACKGROUND

In addition to the current court actions, there is one (1) other significant matter of dispute that the Planning and Development Department is currently involved with. At Council's meeting on 13 November 2018, it was resolved to amend the Ipswich Planning Scheme (Planning Scheme Major Amendment Package 02/2018) by making amendments to Part 14 – Springfield Structure Plan. Springfield City Group has made representations to the State Government that the amendments, as adopted by Council, should not be approved and has suggested alternative wording regarding the rights and responsibilities of developers and land owners within the Springfield Structure Plan area.

As a consequence of this dispute, the State Government facilitated a without prejudice discussion on 28 February 2019 between Springfield City Group and Council officers.

The matter was not resolved at this meeting and it was determined that further discussions would be required prior to the State Government determining the outcome.

The formal process surrounding this is presently on hold whilst ongoing discussions occur.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Act 2009 Planning Act 2016 Planning and Environment Court Act 2016

RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with this report.

FINANCIAL/RESOURCE IMPLICATIONS

There are no resourcing or budget implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

The contents of this report did not require any community consultation.

CONCLUSION

The Planning and Regulatory Services Department are currently involved with a number of current court related matters. Attachment 1 to this report provides a current status with respect to these matters.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1. Court Action Status Report 🗓 🖺

Brett Davey

DEVELOPMENT PLANNING MANAGER

I concur with the recommendations contained in this report.

Peter Tabulo

GENERAL MANAGER (PLANNING AND REGULATORY SERVICES)

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Planning and Development Department Court Action Status Report 7 May 2020 Total Number of Appeals - 12

Note: Data is current as at close of business on the previous working day.

Planning	&	Environment	Court -	12 /	Appeal/s
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Appeal No: 945 of 2018 Appeal Date: 14/3/2018 Case Name: Black Ink Architecture Pty Ltd v Ipswich City Council

Solicitor: N/A Appeal Type: Applicant Appeal

P&D Register No: 140 Application No: 3859/2017/MCU Applicant: Black Ink Architecture Pty Ltd
Division: 3 Property: 41 Barclay Street, Bundamba

Appeal Summary: This is an applicant appeal against Council's decision to refuse an application. The refusal related to a material change of use - child care centre which was

recommended for refusal based on flooding, traffic, and amenity.

Status: Order issued 7 April 2020. Appeal dismissed and Council's decision to refuse the application confirmed.

Appeal No: 1727 of 2018 Appeal Date: 11/5/2018 Case Name: C.B. Developments Australia Pty Ltd v Ipswich City Council

Solicitor: N/A Appeal Type: Applicant Appeal

P&D Register No: 141 Application No: 4432/2017/RAL Applicant: CB Developments Pty Ltd

Division: 2 Property: 12-26 Eugene Street, Bellbird Park

Appeal Summary: This is an applicant appeal against Council's decision to refuse an application to reconfigure land into 333 lots plus parkland.

Status: As a consequence of the expert's reports, the appellant has submitted on a without prejudice basis a revised development proposal for consideration. A response

has been provided that the change is not a minor change and would therefore result in a fresh application. Further without prejudice discussions to occur.

Appeal No: 4457 of 2018 Appeal Date: 12/12/2018 Case Name: Weyba3 Pty Ltd v Ipswich City Council

Solicitor: N/A at this time Appeal Type: Applicant Appeal

P&D Register No: 147 Application No: 7117/2017/CA Applicant: WEBYA3

Division: 2 Property: 45 Ascot Street, Goodna

Appeal Summary: This is an applicant appeal against Council's decision to refuse an application. The refusal related to reconfiguring the subject land into 78 residential lots and a

material change of use for 78 Single Residential dwellings that are non-compliant with the planning scheme provisions.

Status: Matter was set down for hearing from 14-21 February. The appellant submitted a revised proposal during the court proceedings and the hearing was suspended

in order for without prejudice discussions to continue on the revised proposal.

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Planning & Environment Court - 12 Appeal/s

Appeal No: 939 of 2019 Appeal Date: 19/3/2019 Case Name: HPC Urban Design & Planning Pty Ltd and Bio-Recycle Australia Pty Ltd v Ipswich City

Council

Solicitor: Allison Ferres-MacDonald Appeal Type: Applicant Appeal

P&D Register No: 152 Application No: 5601/2004/MAM Applicant: Bio-Recycle Australia Pty Ltd

C/A

Division: 1 Property: 30 Memorial Drive, Swanbank

Appeal Summary: This is an applicant appeal against Council's decision to refuse a 'Minor Change' application which sought to extend the life of an existing landfill facility by

increasing the landfill height from the approved RL75 to RL80.

The application was refused on the basis that:

• It failed to demonstrate that the proposed development is not in conflict with the Temporary Local Planning Instrument No.1 of 2018 (Waste Activity Regulation).

• It failed to demonstrate that there is a need to extend the life of the existing facility by increasing the landfill height from the approved RL75 to RL80.the proposed changes would result in a substantially different development to that which is currently permitted as they change the ability of the proposed development to operate as intended and introduce new impacts or increase the severity of known impacts including but not limited to visual and environmental nuisances.

Status: Without prejudice discussions occurring.

Appeal No: 2473 of 2019 Appeal Date: 25/9/2019 Case Name: Lantrak Property Holdings (Qld) Pty Ltd Development Planning Managers Meeting v Ipswich

City Council

Solicitor: N/A Appeal Type: Applicant Appeal

P&D Register No: 153 Application No: 3343/2018/MCU Applicant: Lantrak Property Holdings (QLD) Pty Ltd

Division: 1 Property: 460-482 Ipswich Rosewood Road, Jeebropilly

Appeal Summary: This is an applicant initiated deemed refusal appeal. The development application was for a new construction and demolition (non- putrescible) landfill facility.

The due date for Council to make a decision was 13 September 2019 and the due date to issue the decision notice to the applicant was 20 September 2019. On 13 September 2019 the applicant refused Council's request for an extension of time for the decision period and subsequently lodged the deemed refusal appeal

before Council was in a position to issue a decision.

Status: Without prejudice discussions occurring.

Appeal No: 4101 of 2019 Appeal Date: 14/11/2019 Case Name: Cleanaway Solid Waste Pty Ltd v Ipswich City Council

Solicitor: N/A Appeal Type: Applicant Appeal

P&D Register No: 156 Application No: 4502/2018/MCU Applicant: Cleanaway Solid Waste Pty Ltd

Division: 3 Property: 100 Chum Street, New Chum

Appeal Summary: This is an applicant appeal against Council's decision to refuse a development application which sought to extend the life of an existing landfill facility by

increasing the landfill height from the approved RL72 to RL85.

Status: Without prejudice discussions occurring.

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Planning & Environment Court - 12 Appeal/s

Appeal No: 4301 of 2019 Appeal Date: 28/11/2019 Case Name: Fabcot Pty Ltd v Ipswich City Council

Solicitor: N/A at this time Appeal Type: Applicant Appeal

P&D Register No: 157 Application No: 2269/2019/MCU Applicant: Fabcot Pty Ltd

Division: 1 Property: 91 Raceview Street, Raceview

Appeal Summary: This is an applicant appeal against Council's decision to refuse an application for a Material Change of Use - Shopping Centre.

Status: Awaiting Directions to set the timetable and progression of this appeal. A large number of submitters have joined this appeal as 'co-respondents'.

Appeal No: 4514 of 2019 Appeal Date: 17/12/2019 Case Name: Haines v Ipswich City Council

Solicitor: N/A Appeal Type: Planning and Environment Appeal

P&D Register No: 158 Application No: 6300/2018/RAL Applicant: The Planning Place

Division: 1 Property: 6 Rice Road, Redbank Plains

Appeal Summary: This is an applicant appeal against Council's decision to refuse a development application for reconfiguring a lot (3 into 12 lots). The application was refused on

the basis that it failed to demonstrate sufficient stormwater management practices, and it failed to demonstrate sufficient connectivity to surrounding land.

Status: Without prejudice discussions occurring.

Appeal No: 297 of 2020 Appeal Date: 3/2/2020 Case Name: Jenolan Investments Pty Ltd & others v Ipswich City Council

Solicitor: N/A at this time Appeal Type: Applicant Appeal

P&D Register No: 159 Application No: 9877/2017/CA Applicant: Yamanto Holdings Joint Venture

Division: 4 Property: 22 Saleyards Road, Yamanto

Appeal Summary: This is an applicant appeal against four (4) conditions included in Council's approval dated 28 November 2019. The conditions being appealed relate to road

construction standards, particularly focussed on the 'T' intersection between the internal road network and Saleyards Road and the advised prohibition on

B-double access to the internal road network.

Status: Without prejudice discussions occurring.

Appeal No: 880 of 2020 Appeal Date: 19/3/2020 Case Name: Monaco Street Pty Ltd v Ipswich City Council

Solicitor: N/A at this time Appeal Type: Originating Application

P&D Register No: 161 Application No: 351/2005/RAL Applicant: Baird & Hayes Consulting Surveyors

Division: 3 Property: 70 Old Ipswich Road, Riverview

Appeal Summary: This is an originating application to revive an approval and change a condition of the approval to reference the lapsing date of 19 March 2022 in lieu of 19 March

2020. The original application was approved by the court.

Status: Without prejudice discussions occurring.

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Planning & Environment Court - 12 Appeal/s

Appeal No: 219 of 2020 Appeal Date: 23/3/2020 Case Name: Austin BMI Ltd CAN 164 204 308 v Ipswich City Council

Solicitor: TBA Appeal Type: Applicant Appeal

P&D Register No: 160 Application No: 1149/2018/CA Applicant: Austin BMI Pty Ltd

Division: 3 Property: 191 Whitwood Road, New Chum

Appeal Summary: This is an applicant initiated deemed refusal appeal. The development application was for a new construction and demolition (non- putrescible) landfill facility.

The due date for Council to make a decision was 11 February 2020 and the due date to issue the decision notice to the applicant was 18 February 2020. On 4 February 2020 the applicant refused Council's request to extend the decision making period until 25 February 2020 and subsequently lodged the deemed

refusal appeal before Council was in a position to issue a decision.

Status: Awaiting directions.

Appeal No: Appeal Date: 24/4/2020 Case Name: Mercantile Estates Pty Ltd v Ipswich City Council

Solicitor: TBA Appeal Type: Applicant Appeal

P&D Register No: 163 Application No: 6179/2019/RAL Applicant: Mercantile Estates Pty Ltd

Division: 3 **Property:** 62 Stephenson Street, Coalfalls

Appeal Summary: This is an applicant appeal against Council's decision to refuse a development application for the Reconfiguration of a Lot [two (2) lots into three (3) lots] on land situated at 62 and 62A Stephenson Street. Coalfalls.

The application was refused on the basis that it is contrary to a number of assessment benchmarks, planning principles and relevant matters, as follows:

- The purpose of the Planning Act 2016 (Qld) and in particular s5(2)(f),(i), and (i);
- The applicable codes of the Planning Scheme:
- The planning principle that a development should provide for housing choice, diversity and affordability;
- The planning principle that development should apply amenity, conservation and health and safety in the built environment in ways that are cost-effective and of public benefit:
- The planning principle that development should avoid or minimise the adverse environmental effects of development.

Further, the development conflicts with the applicable codes of the Planning Scheme with no sufficient grounds to justify the decision despite the conflict. Specifically, the proposal does not comply with the Part 3 'Desired Environmental Outcomes and Performance Indicators', particular overall outcomes for the Residential Low Density Zone and particular specific and probable solutions of the Development Constraint Overlay Code and the Reconfiguring a Lot Code of the Ipswich Planning Scheme 2006.

Status: Awaiting directions.

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Doc ID No: A6224446

ITEM: 8

SUBJECT: COMMUNITY DONATION REQUEST

AUTHOR: COMMUNITY GRANTS COORDINATOR

DATE: 8 MAY 2020

EXECUTIVE SUMMARY

This is a report concerning a community donation request from the Message of the Cross Ministries International Network.

RECOMMENDATION/S

That Council approve a community donation of \$5,549.25 to the Message of the Cross Ministries International for the purchase of equipment for the Crossfire Support Service in Bell Street, Ipswich.

RELATED PARTIES

Louise De Busch - President

Markeesh De Busch – Secretary

Venus De Busch - Treasurer

There are no known related party matters or discernible conflicts of interest associated with this report.

ADVANCE IPSWICH THEME

Caring for the Community and Listening, Leading and Financial Management.

PURPOSE OF REPORT/BACKGROUND

Through the provision of community donations, Ipswich City Council seeks to support the role of community organisations and recognise the significant role they play in developing and delivering initiatives that encourage participation in community life, foster social cohesion, celebrate diversity, and contribute to a vibrant, healthy and sustainable city.

The Community Donations Program allows for funds to be allocated to not-for-profit community organisations for community purposes and supports community organisations to deliver initiatives that address identified local community needs.

Council's Community Donations Program replaced the previous divisional discretionary funding program.

Community donation applications are independently assessed buy officers against weighted criteria as described later in this report.

Council's Community Funding and Support Policy states that Councillors are responsible for approving discretionary funding expenditure.

With the transition of discretionary funding to community donations, council decided to maintain the approval process and the Interim Administrator has since been responsible for approving community donations based on the assessments provided by officers.

For transparency, each month a report of year-to-date approved community donations is also submitted to Council for noting and public dissemination.

With the return of Councillors, these community donation requests will now be provided to Council for approval, as well as the monthly report of year-to-date community donations.

Community Donation Request from the Message of the Cross Ministries International

Message of the Cross Ministries International is a Christian registered not for profit charity based in Ipswich, which was established in 2018. The organisation is reliant on membership fees, grants, donations and fundraising efforts, and has a small team of volunteers.

Funding is sought for equipment to furnish a shop front and outreach service in Bell Street, Ipswich, for the Crossfire Support Service which sits under the umbrella of the Message of the Cross Ministries International. Crossfire Support Service has been established to assist disadvantaged community members in times of crisis.

Community members who access the service will be assisted to connect to local support services, have a safe environment to discuss sensitive topics and be provided with discounted household items, foodbank products and street ministry.

The application included letters of support from Jennifer Howard, Member for Ipswich, and Five Bridges, a local not for profit organisation based in Ipswich to assist the local Aboriginal and Torres Strait Islander communities.

Quotes totalling \$10,405.00 have been provided with the application which includes purchasing white ware, tables, shelving, work benches, storage tubs, cash register, security cameras, paint, hardware and clothes hangers.

Message of the Cross Ministries International is seeking a community donation of \$7,399.00 towards those costs.

The application was received by Council in April and had stated the project start date as 27 April 2020. Due to the timing of the application and schedule of council meetings, the applicant has advised that the purchase of equipment will not commence until they are notified of the funding outcome.

Assessment Process

Community donation applications are assessed against weighted criteria including:

- 1. How the project/program aligns with Council's Corporate Plan weighting 15%
- 2. How the applicant determined the need for the project weighting 35%
- 3. The expected outcomes of the proposed project weighting 40%
- 4. The sustainability of the project beyond Council funding weighting 10%

Scoring is outlined below:

Score	Explanation
1	Application is non-responsive to the question
2	Limited response to the question
3	Satisfactory response to the question
4	Strong response to the question
5	Outstanding response to the question

The score which an application receives out of 100 determines the amount of funding recommended as follows:

Score	Explanation
80-100	Recommended funding is 100% of the requested amount
60-79	Recommended funding is 75% of the requested amount
40-59	Recommended funding is 50% of the requested amount
Less than 40	Application is declined

In line with the Administrative Guidelines for the Community Donations Program, the application from Message of the Cross Ministries International has been independently assessed and scored by two council officers who have declared that they do not have a conflict of interest. The application scored 75, which relates to a recommendation of 75% of the eligible funding requested, to the amount of \$5,549.25.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Act 2009 and Local Government Regulation 2012.

Specifically, section 109 of the *Local Government Act 2009* provides local governments with the ability to utilise discretionary funds in accordance with the requirements prescribed under the *Local Government Regulation 2012*.

Sections 201A, 201B, 202 and 202A of the *Local Government Regulation 2012* prescribes a number of requirements for –

- a) a local government for making discretionary funds available; and
- b) a councillor for using discretionary funds.

Discretionary funds allocated are required to be publically reported under sections 202A of the *Local Government Regulation 2012*.

RISK MANAGEMENT IMPLICATIONS

No risk management implications associated with this report have been identified.

FINANCIAL/RESOURCE IMPLICATIONS

The Community Development Section manages the receipt, assessment and allocation of funding applications received through the Community Donations Program in accordance with the Community Funding and Support Policy and associated Administrative Guidelines for the Community Donations Program.

Within the Community Development Section, the Community Grants Team is responsible for the management, coordination and acquittal of Council's Community Donations Program. The Community Grants Team is a team of two (2) full-time staff.

Funding for the provision of community donations is contained within the Community Development Section 2019-2020 financial year budget.

COMMUNITY AND OTHER CONSULTATION

The contents of this report were not deemed to require further community consultation.

CONCLUSION

Applications for funding through the Community Donations Program are assessed in accordance with the eligibility criteria and assessment process outlined in the Community Funding and Support Policy and associated Administrative Guidelines.

The Message of the Cross Ministries International has not received any other funding through the Community Donations Program in the current financial year.

Josie Berry

COMMUNITY GRANTS COORDINATOR

I concur with the recommendations contained in this report.

Abbey Richards

COMMUNITY ENGAGEMENT AND DEVELOPMENT MANAGER

I concur with the recommendations contained in this report.

Ben Pole

GENERAL MANAGER - COMMUNITY, CULTURAL AND ECONOMIC DEVELOPMENT

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Doc ID No: A6225215

ITEM: 9

SUBJECT: COMMUNITY DONATIONS REPORT

AUTHOR: COMMUNITY GRANTS COORDINATOR

DATE: 8 MAY 2020

EXECUTIVE SUMMARY

This is a report providing detail about the year to date allocation of community donations as at 30 April 2020 (Attachment 1) and providing a summary of these community donations by recipient type (Attachment 2).

RECOMMENDATION/S

That the report be received and the contents noted.

RELATED PARTIES

There are no known related party matters associated with this report.

ADVANCE IPSWICH THEME

Caring for the Community and Listening, Leading and Financial Management

PURPOSE OF REPORT/BACKGROUND

Through the provision of community donations, Ipswich City Council seeks to support the role of community organisations and recognise the significant role they play in developing and delivering initiatives that encourage participation in community life, foster social cohesion, celebrate diversity, and contribute to a vibrant, healthy and sustainable city.

The Community Donations Program allows for funds to be allocated to not-for-profit community organisations for community purposes and supports community organisations to deliver initiatives that address identified local community needs.

Management and Coordination of the Community Donations Program

The Community Development Section manages the receipt, assessment and allocation of funding applications received through the Community Donations Program in accordance with the Community Funding and Support Policy and associated Administrative Guidelines.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Act 2009 and Local Government Regulations 2012

Specifically, section 109 of the *Local Government Act 2009* provides local governments with the ability to utilise discretionary funds in accordance with the requirements prescribed under the *Local Government Regulations 2012*.

Sections 201A, 201B, 202 and 202A of the *Local Government Regulations 2012* prescribes a number of requirements for –

- a) a local government for making discretionary funds available; and
- b) a councillor for using discretionary funds.

Discretionary funds allocated are required to be publically reported under section 202A of the *Local Government Regulation 2012*.

RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with this report.

FINANCIAL/RESOURCE IMPLICATIONS

Within the Community Development Section, the Community Grants Team is responsible for the management and coordination of Council's Community Donations Program and Community Grants and In-Kind Assistance Program. The Community Grants Team is a team of two (2) full-time staff.

Funding for the provision of community donations is contained within the Community Development Section 2019-2020 financial year budget.

There are no additional resourcing or budget implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

The contents of this report did not require any community consultation.

CONCLUSION

Applications for funding through the Community Donations Program are assessed in accordance with the eligibility criteria and assessment process outlined in the Community Funding and Support Policy and associated Administrative Guidelines.

This report provides detail about the allocation of community donations for the 2019-2020 financial year up to 30 April 2020 (Attachment 1), and provides a summary of these community donations by recipient type (Attachment 2).

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

- 1. 2019-2020 Community Donations Report 1 July 2019 to 30 April 2020 📭
- 2. 2019-2020 Community Donations Recipient Type 1 July 2019 to 30 April 2020 U



Josie Berry

COMMUNITY GRANTS COORDINATOR

I concur with the recommendations contained in this report.

Abbey Richards

COMMUNITY ENGAGEMENT AND DEVELOPMENT MANAGER

I concur with the recommendations contained in this report.

Ben Pole

GENERAL MANAGER - COMMUNITY, CULTURAL AND ECONOMIC DEVELOPMENT

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Community Donations Register

ear	Approval Date Recipient	Purpose of Funding	Total Paid
201	26/06/2019 Tivoli Social Enterprises Limited	Tivoli STEM show	\$1,000.00
201	9 26/06/2019 Leichhardt State School	NAIDOC Day celebrations	\$1,545.00
201	9 26/06/2019 Ipswich & District Rifle Club Inc	Ipswich and District Rifle Club 160th Anniversary Open Prize Meeting	\$2,211.55
201	9 26/06/2019 Ipswich Cycling Club`	State Junior Road Cycling Championships	\$2,181.00
201	26/06/2019 Dinmore Bushrats Soccer and Sports Club Inc	R2R Return to Riverview	\$2,650.99
2019	9 11/07/2019 LiveCity Church Ltd	Redbank Plains Christmas Carols 2019	\$15,000.00
2019	9 11/07/2019 Ipswich Softball Umpires Inc	Ipswich Softball Umpires Inc Start Up Project	\$3,545.63
2019	25/07/2019 Friends of Lakes Cultural Association Inc. (FOLCA)	PONNONAM 2019	\$2,000.00
201	6/08/2019 Springfield Lakes Nature Care Inc.	Richmond Birdwing Butterfly Recovery workshop	\$558.75
201	6/08/2019 Marburg and District Residents Association Inc	Black Snake Creek Festival	\$1,050.00
2019	9 6/08/2019 Staines Memorial College	IMPACT celebration (Instrumental Music, Performing Arts, Culture & Talent)	\$3,750.00
201	9 14/08/2019 Fusion Arts Inc	Performing in local Nursing Homes	\$9,707.48
201	9 14/08/2019 Lions Club of Rosewood Inc	Lions Club of Rosewood Christmas Street Carnival	\$1,303.40
201	9 14/08/2019 Tivoli Social Enterprises Ltd	Christmas in Ipswich for Kids	\$13,500.00
2019	9 14/08/2019 Raceview State School P & C Assn.	2019 Spring Fair	\$471.00
2019	9 4/09/2019 Ipswich Musical Theatre Company Inc	MAMMA MIA	\$15,000.00
2019	9 4/09/2019 Batswana in Queensland Association(BIQA)	Adressing our community welfare and needs	\$6,120.68
201	9 4/09/2019 SENIORNET ASSOCIATION INCORPORATED	END OF YEAR BREAK UP	\$510.00
2019	9 4/09/2019 Festival of Learning	Festival of Learning Event	\$33,187.87
2019	9 11/09/2019 St Mary's College Ipswich	St Mary's College 2019 Gala Dinner	\$2,550.00
2019	9 11/09/2019 Queensland Pathways State College	QPSC Holiday Program	\$1,179.82
2019	8/10/2019 Y-Care SE QLD Inc.	Formal 2019	\$3,989.50
201	9 11/10/2019 National Seniors Australia Ipswich and District Branch Inc.	End of Year Celebration with Lunch	\$787.50
2019	9 11/10/2019 YMCA of Brisbane	Christmas and Easter School holiday program	\$4,980.35
2019	9 11/10/2019 Walloon State School P&C	Outdoor Play Equipment	\$10,125.00
2019	9 23/10/2019 Probus Ipswich East Club Inc	Membership Recruitment Day	\$500.00
2019	30/10/2019 The Pyjama Foundation Ltd	Christmas Party for Kids in Care	\$750.00
2019	30/10/2019 The Lady Musgrave Trust	Upgrade to Lady Musgrave Trust Accommodation for Women in Ipswich	\$11,740.00
2019	30/10/2019 Springfield Lakes State School Parents and Citizens Association	Shade and Soft-Fall - Year 5/6 playground	\$13,832.80
2019	9 4/11/2019 Goodna RSL Sub Branch	Remembrance Day Commemorative Service	\$1,039.60
2019	9 6/11/2019 Varnam Cultural Society (QLD) Inc.	Multicultural Tamil & Indian New Year Celebrations	\$7,715.90
2019	9 6/11/2019 Christian Reformed Church of Tivoli	CAP Training sessions	\$2,034.00
2019	6/11/2019 The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane	Christmas Eve Celebrations	\$4,244.25
2019	9 14/11/2019 Goodna Street Life Inc	Carols by Candlelight	\$3,150.00
2019	9 14/11/2019 Ipswich Central State School P&C	Ipswich Central Community Carols	\$4,045.00
2019	9 25/11/2019 Ipswich Community Care Fund Pty Ltd	Christmas Luncheon	\$551.00
2019	9 25/11/2019 Gailes Residents Commitee Inc	Kidz Biz January & April 2020 School Holiday Program	\$1,463.25
2019	27/11/2019 Redbank Palms Residents Resort Association	Christmas Dinner	\$500.00
2019	9 27/11/2019 Queensland Pathways State College	QPSC HP Program	\$1,268.70
2019	9 4/12/2019 Ipswich Acappella Harmony Club Inc.	Women's Uniforms	\$900.00
2019	9 4/12/2019 Weight Reduction Club of Ipswich (Tuesday Night) Inc.	Purchase of Data projector and screen	\$589.50
2019	9 4/12/2019 Ipswich Show Society	Steward School	\$750.00
2019	9 11/12/2019 Friends of Lakes Cultural Association	Christmas Concert and New Year Function	\$900.00

			**
2019	11/12/2019 Harvest Rain Christian Care Ltd	Christmas Day Community Dinner	\$1,000.00
2019	11/12/2019 Rosewood & District Support Centre Inc	Summer Family Fun Day	\$825.93
2019	11/12/2019 St Edmunds College	Confraternity Rugby League	\$1,200.00
2019	18/12/2019 Young Life Australia	Summer Camp 2020	\$1,000.00
2019	18/12/2019 Sudanese-Australian Lost Boys and Girls Organisation of South Sudan (SALBAGOSS) Inc	Celebration of Cultural Education Achievement	\$2,500.00
2019	18/12/2019 Kruger Parade Baptist Church	Kruger Easter Festival	\$5,000.00
2019	19/12/2019 Willowbank Area Group	Advertising and venue hire costs	\$872.00
2020	30/01/2020 St Vincent de Paul Society Queensland	New Roof for Vinnies Rosewood Centre for Charity	\$7,078.50
2020	30/01/2020 National Seniors Australia Ipswich and District Branch Inc.	Linking Ipswich Seniors Through Technology	\$2,099.00
2020	30/01/2020 Auscongo Network Incorporated	Congo Flavour Event	\$3,750.00
2020	06/02/2020 Rotary Club of Ipswich North	Police, Fire & Emergency Services Officer of the Year Awards 2019	\$1,125.00
2020	06/02/2020 Ipswich Hospice Care Inc.	Care at the End of Life Website	\$3,080.00
2020	06/02/2020 Compassion For Animals Society	Gala Ball Fundraiser	\$900.00
2020	20/02/2020 Zonta Club of Ipswich Inc	2020 International Women's Day Breakfast	\$1,829.70
2020	20/02/2020 St Edmunds College	Skool 2 Skoolies Charity Bike Ride	\$6,000.00
2020	20/02/2020 Swifts Rugby League Club Inc.	2020 Masters Runaway Bay	\$1,125.00
2020	27/02/2020 Harvest Rain Christian Care Limited	Purchase of Upright Freezer for Frozen Meals for the People in Need	\$10,570.03
2020	04/03/2020 Ipswich Community Care Fund inc	Purchase of equipment	\$299.25
2020	04/03/2020 Vision Christian Family	Family Fun Day	\$1,500.00
2020	04/03/2020 Leichhardt Baptist Church	ANZAC Day Memorial Service (cancelled and funds returned)	\$2,500.00
2020	05/03/2020 Probus Ipswich East Club Inc	Purchase of equipment	\$439.00
2020	27/04/2020 Tivoli Social Enterprises Limited	COVID-19 Community Meals Project	\$11,790.00
			\$261,362.93

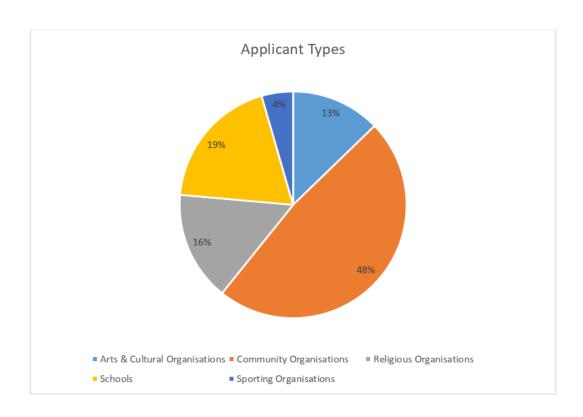
Categorised Recipient Types

Council approved community donations totalling \$261,363 to various community groups during the period 1 July 2019 to 30 April 2020.

Community donations are reported on within the month that the payment was processed. Accordingly, as the payment for some approved community donations in June 2019 did not occur until July 2019, they are included in this report.

Recipients of Council community donations have been categorised into applicant types as outlined below:

•	Arts & Cultural Organisations	\$ 33,323
•	Community Organisations	\$125,520
•	Religious Organisations	\$ 40,848
•	Schools	\$ 49,957
•	Sporting Organisations	\$ 11,714



Doc ID No: A6224830

ITEM: 10

SUBJECT: IPSWICH CENTRAL PROGRAM REPORT NO 23 TO 3 APRIL 2020 AND NO 24 TO 8

MAY 2020

AUTHOR: BUSINESS SUPPORT OFFICER

DATE: 8 MAY 2020

EXECUTIVE SUMMARY

This is a report concerning a monthly update of the Ipswich Central Program of Works.

RECOMMENDATION/S

That the report on the Ipswich Central Program Reports No 23 effective to 3 April 2020 and No 24 effective to 8 May 2020 be received and the contents noted.

RELATED PARTIES

Program Management Partner, Ranbury Management Group – for the Ipswich CBD Transformation Project.

ADVANCE IPSWICH THEME

Strengthening our local economy and building prosperity

PURPOSE OF REPORT/BACKGROUND

The report includes Monthly Program Reports No 23 effective to 3 April 2020 and No 24 effective to 8 May 2020. It is to inform the Committee of the progress of the redevelopment works, including status of design, procurement, programme, potential risks with related mitigation strategies, etc.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Act 2009

RISK MANAGEMENT IMPLICATIONS

Not applicable.

FINANCIAL/RESOURCE IMPLICATIONS

Not applicable

COMMUNITY AND OTHER CONSULTATION

Not applicable.

CONCLUSION

This report is provided as a monthly update on the Ipswich Central Program of Works.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

Summary Report No 23 1 2
 Summary Report No 24 1 2
 CONFIDENTIAL
 Executive Report No 13
 Executive Report No 14

Nicole Denman

BUSINESS SUPPORT OFFICER

I concur with the recommendations contained in this report.

Greg Thomas

PROJECT MANAGER

I concur with the recommendations contained in this report.

Sean Madigan

GENERAL MANAGER - COORDINATION AND PERFORMANCE

"Together, we proudly enhance the quality of life for our community"



Nicholas Street, Ipswich Central Summary Report No.23 To 3rd Apr 2020



Endorsed by:			

Date:



DOCUMENT INFORMATION

Title: Nicholas Street, Ipswich Central

Subtitle: Summary Project Management Report

Date: 3 Apr 2020

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1	3 April 2020	T:\Projects\Ipswich Central\16044-Program Management\9-Reporting\Program & Project Management Reports\2020-04 Apr

AUTHOR, REVIEWER AND	UTHOR, REVIEWER AND APPROVER DETAILS		
Prepared by:	Ranbury	Date: 3/04/2020	

Distribution

Ipswich Central Project Steering Committee



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APPENDIX A – SUMMARY PROGRAM
APPENDIX B – SITE PHOTOS



1. Project Summary

1.1 SUMMARY

The program has been updated with data date on 1 Mar 2020. A summary Gantt chart is included at **Appendix A** of this Report which reflects target completion dates summarised in the table below.

Table 1 - Program Status Summary

Ref	Project	Current Status	Target Completion
1.1	Admin Building	In Construction	Q3 2021
1.2	Library	In Construction	Q4 2020
1.3	Civic Plaza	In Construction	Q4 2020
1.4	Car Park Upgrade	In Construction	Q3 2020
1.5	Existing Lift in Food & Bev Bldg	In Construction	Q4 2020
2.1	Commonwealth Hotel (Deconstruction)	Complete	Q3 2018
2.2	Commonwealth Hotel (Stabilisation)	Complete	Q2 2019
2.3	Commonwealth Hotel (Reconstruction & Base-build Works)	Tender Documentation	Q3 2020
3.1	Nicholas St / Union Ave	Complete	Q4 2019
4.1	Metro A (Bells St Link)	Design Development (demo & Façade only)	Q3 2020 (façade)
4.2	Metro B (2 Bell Street)	Design Development	Q2 2021
4.3	Eats (Food & Bev)	Design Development	Q4 2020 (base-build)
4.4	Venue (Entertainment Bldg)	Design Development	Q2 2021
5.1	AV Project (Nicholas / Union)	Concept Design	Q1 2021
6.0	Demolition works	Complete	Q2 2018
7.0	Safe City Relocation	Complete	Q2 2018

1.2 PROGRAM AMENDMENTS

There have been no amendments to the above milestone program forecasts this month, however recapping the amendments of the preceding months:

- Target completion of Library is now reported as Q4 of 2020. The reason for this amendment includes:
 - Extension of Time approved for weather events in recent months for practical completion of construction work.
 - Recommendation for FF&E installation to follow practical completion and not be conducted concurrently with construction.
- Target completion for Civic Plaza is now reported as Q4 of 2020. The original practical completion date
 was 28 September 2020. Weather related extensions of time have moved the revised date for practical
 completion into Q4.



2. Design & Construction

2.1 CIVIC PROJECT

The Civic Project scope of works covers the following separable portions:

- 1. The Administration Building (including integrated fit-out)
- 2. Library (including fit-out)
- 3. Civic Plaza
- 4. Existing Car Park Upgrade
- 5. Existing Lift (within future 'Eats' building)

The design review process is now complete. Major design milestones achieved in March 2020 include:

- Submission of provisional sum proposals for 14 of the remaining provisional sums. This leaves just 5
 of the original 35 to be resolved (or 6% by value remaining to be resolved).
- The Fire Engineering Report for the Civic Plaza has been approved. QFES require that the B5 pump room is relocated to a higher level.
- Prototype for the paving pattern has been approved (Option 3 wider joints for 600x600 tiles)

In terms of construction, the site has continued to operate throughout the implementation of Covid-19 restrictions. Additional lunchrooms have been established on site, additional cleaning has been implemented. However, there has been a reduction in the reported workforce on site compared to the anticipated attendance. Major construction milestones achieved in March 2020 include:

- Administration Building: Structure Level 01 is complete.
- · Library: Cladding is 50% complete and shopfront is 50% complete.
- Library: Internal framing is complete
- Civic Plaza: Framing for the south pavilion, amenities building, and waste enclosure is complete.
- Car Park: Water feature plant room is complete

The program in Appendix A shows the status of construction and photos in Appendix B supplement this.

2.2 COMMONWEALTH HOTEL

The architectural tender documents for the reconstruction of the Commonwealth Hotel have been completed. Structural tender drawings are being finalised. The tender documents are based on reconstruction (ie not extension or fit-out) and aim to conform with the current Development Approval from Council. Forthcoming milestones include:

- Issuing of tender documents in April 2020;
- Tenderers to complete pricing in May 2020;
- Contract to be awarded in May 2020;

The completion date for the rebuilding work will be determined by the tender evaluation process. The evaluation will take into account time, cost, quality and risk aspects of competing offers. The tender list will be drawn from the expression-of-interest process previously completed by Council.

The design team has met with Council's heritage and planning officers and a variety of options will be explored and presented for consideration to either maximise or optimise the extent of fabric to be re-used. As required by the Development Approval the original engineer for the deconstruction has been engaged to advise on the reconstruction methodology.



2.3 NICHOLAS / UNION

Jmac Constructions achieved practical completion on 19/12/2019 of their scope of work. This date was one day prior to their contract completion date and enabled Nicholas Street to be opened to the public prior to the 2019 holiday period.

The final walk-thru for areas being handed over was undertaken with multiple Council stakeholders and a comprehensive defects list was compiled. Jmac have been issued this defect list and are addressing these defects in accordance with the requirements of the contract. A number of defects still remain and meetings were held in March to review and approved the rectification solution for tactile indicators that are becoming dislodged.

Following completion of the Nicholas / Union project several 'Day 2' tasks have been completed by Jmac at the request of Council. This work includes line marking on Nicholas Street and installation of additional bollards.

Operation & Maintenance Manuals have been accepted as complete. Training has been conducted with Council's nominated representatives.

2.4 RETAIL

A Tender Consideration Plan has been approved by Council to enable Hutchinson Builders as the existing head contractor for the Civic Project to undertake the delivery of the Retail Project as a variation. This includes providing 'open book' pricing of subcontract work.

Pricing has been received and reviewed by the project cost consultant RLB. The scope of work as currently proposed includes:

Metro A- Bells Street Link (facades only with an add-alternate price for demolition)

Metro B - 2 Bell Street

Eats - Food & Beverage Building

Venue - Entertainment Building

Audio Visual projection onto retail facades

Progress of the retail project is dependent on Council agreeing to this variation proceeding pursuant to receipt of an executed lease for the Venue building. The program was originally based on engaging Hutchinson in December 2019 however due to this lease not yet being executed the variation has not been approved.

In order to mitigate the impact on program – Hutchinson Builders have been given permission to proceed with preliminary design development. In the event that the Retail Project construction variation does not proceed with Hutchinson Builders, this design will remain as the possession of Council.

The completion dates for Retail Project will be delayed if approval is not provided for the remaining retail work to proceed in April 2020.

2.5 AV PROJECT

The AV work is currently included as a provisional sum within the retail variation due to the integral nature of the work. The current design allows for projectors located on Eats, Civic Plaza and Admin Building projecting images onto Metro B and potentially Metro A facades.

2.6 DEMOLITION WORK

Demolition work was completed in 2018 and included lot creation to facilitate construction of the Admin Building and adjacent Civic Project elements. The demolition work has reduced the risk and program duration of the Civic Project. This phase of work is now concluded, and site possession has been transferred from the Demolition team to the Construction team of Hutchinson Builders.

2.7 SAFE CITY RELOCATION

The Safe City Relocation project has been completed.



3. Safety & Environment

3.1 PUBLIC SAFETY

No significant public safety incidents were reported in March 2020.

3.2 SAFETY IN DESIGN

A safety-in-design workshop was held on Friday 11 October and was attended by nominated staff representatives of Ipswich City Council in their capacity as end users and maintainers of the building. The workshop has created a risk register that will be monitored and updated through the design and construction work.

3.3 ENVIRONMENT

Cleaning of the existing concrete slab has been identified as a potential environmental issue. The D&C Contractor has been asked to provide further details of how cleaning fluid and wastewater will be managed to prevent pollution of sewer and stormwater.

3.4 SAFETY CONSULTANT

GCG has been appointed as Safety Consultant covering all projects in Nicholas Street. Their scope of work includes:

- Review and comment on Contractors Safety Management Plan
- Attendance at Safety-InDesign workshop
- Monthly inspection and reporting
- Attendance as required during the course of construction to inspect critical issues
- Design review of safe access submission

The monthly safety review on site has been completed for March 2020. Attendance at the safety walk was reduced in consideration of physical distancing to mitigate the spread of Covid-19. Attendees were:

Antony Stafford GCG

Julian Gougard Hutchinson Builders

Kan Chan Ranbury

As noted in the Safety Report, measures implemented to control Covid-19 risk include:

- · Awareness raising through posters
- Formal communication with wokers
- Additional cleaning
- Gloves for plant operators
- · Additional lunchrooms and toilets
- · Rotational timing of lunch breaks
- · Limitations on use of the hoist



Marketing & Leasing

4.1 RETAILER ENGAGEMENT

The Stakeholder Relations team continues to work with the traders and building owners located in the redevelopment 'impact zone' by providing detailed project updates, ongoing marketing and media support and activation

During February and March 2020, the Stakeholder Relations team (ICC) conducted a range of initiatives and communications with traders and building owners in the Nicholas Street impact zone. These included:

- Meetings with private building owners in Nicholas Street to discuss new window branding campaign and information on how to engage with Ranbury's leasing team
- Invitation for building owners to take part in the Façade Improvement Incentive Scheme ICC will
 match building owner's contribution dollar-for-dollar up to the value of \$15,000/building for exterior
 improvements
- Invitation to the quarterly CBD Business briefing which covers both the Nicholas Street redevelopment and wider Ipswich Central updates on Tuesday 3 March 2020
- Regular social media posts mix of trader products, and redevelopment updates Ongoing assistance with individual trader marketing and promotions
- · Weekly project updates to traders, building owners and internal stakeholders
- New postcards printed to reinforce 'We're Open' messaging
- · Invitation to engage via Shape Your Ipswich digital platform

4.2 SOCIAL MEDIA ENGAGEMENT

Social media (Facebook and Instagram) messaging has now pivoted to reflect changing trade conditions in Nicholas Street due to the Covid-19 situation. These are updated regularly to ensure customers and clients remain up to date.

Table 7 - Social Media Engagement

Platform	Date range	Reach	Engagement	Comment
Facebook	01/12/2019 – 13/01/2020	54,687	6,031 (11%)	*No update from last month
Instagram	05/11 - 04/12	12,139	477 (3%)	*No update from last month

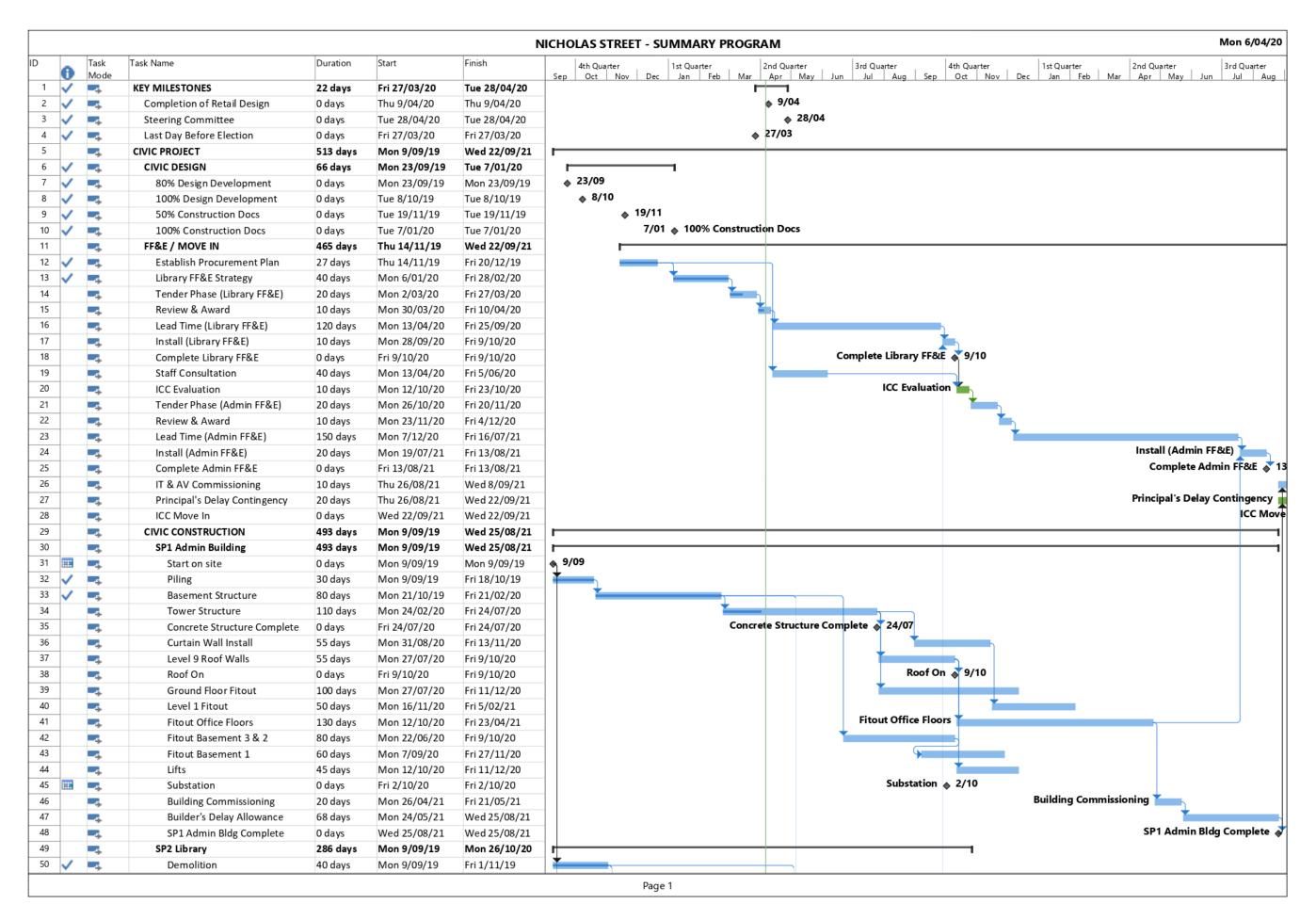
4.3 COMMUNITY ENGAGEMENT

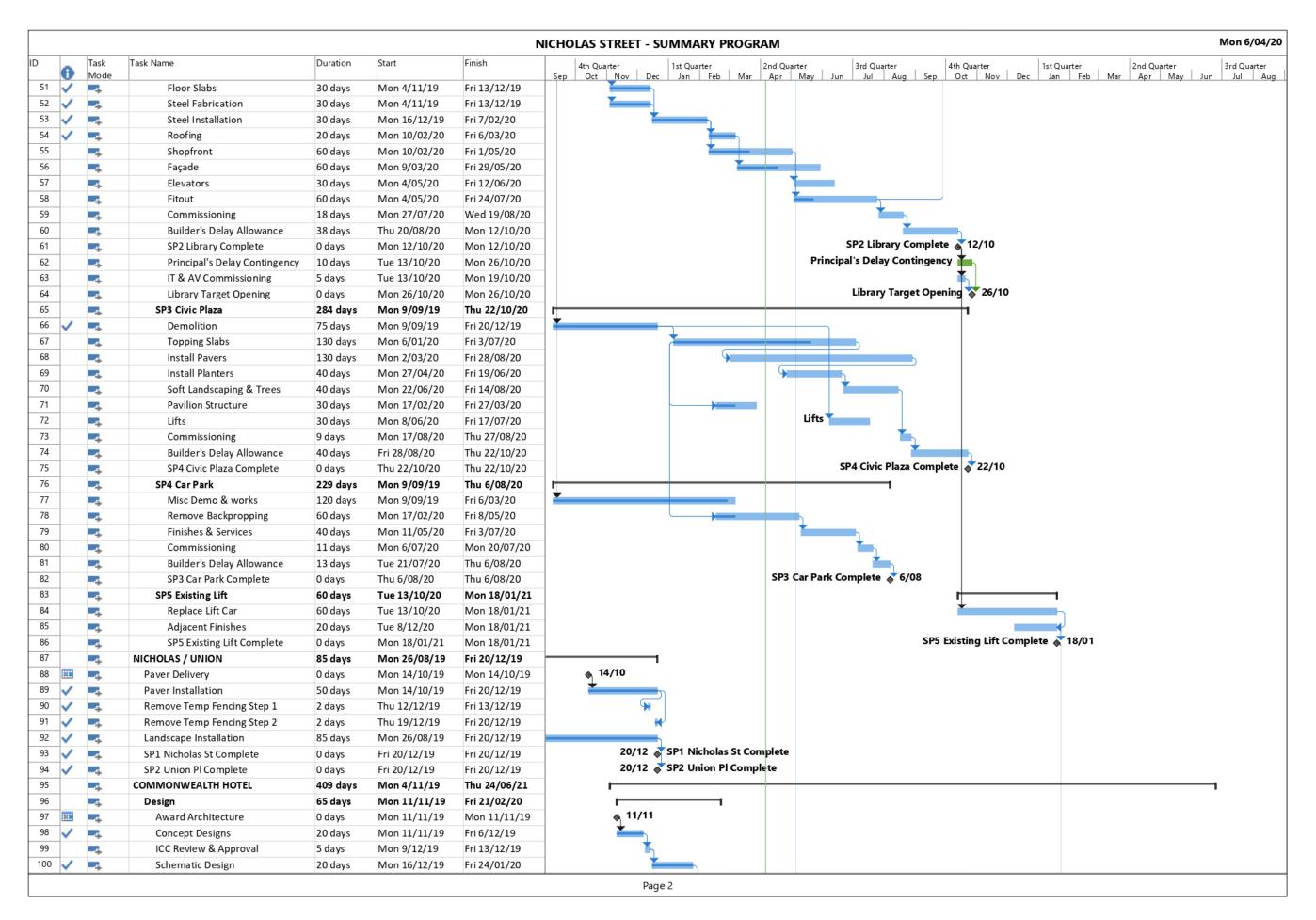
The following community engagement activities took place over the last few weeks:

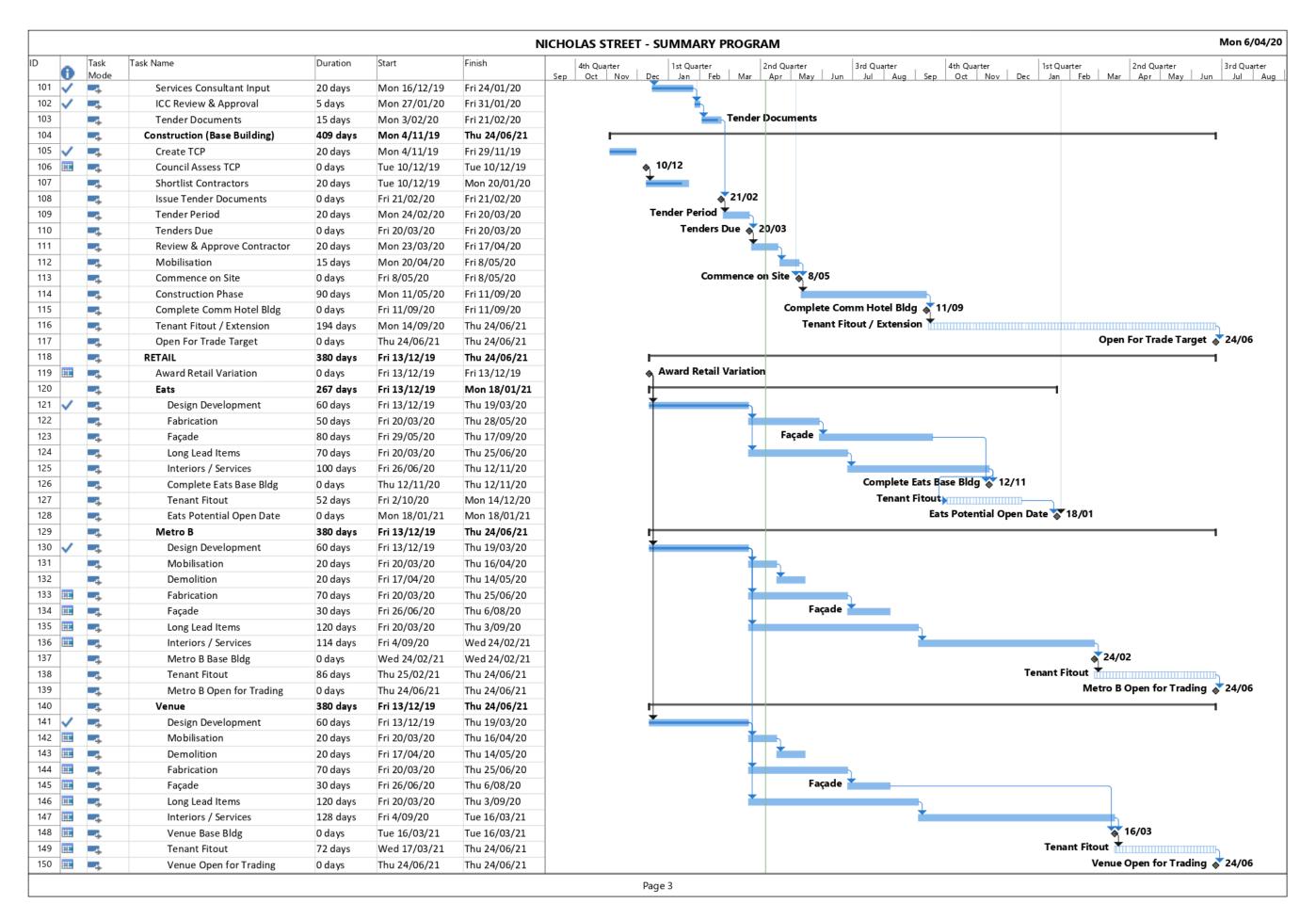
- On Saturday 29 February, the first of the Nicholas Street food truck events took place, with an
 estimated 5,000-7,000 attendees. The customer and business feedback following the event was
 extremely positive, with Nicholas Street traders experiencing one of their best trading periods in months.
 Some traders reported doing a full week's trade in four hours. It was anticipated that the Future
 Flavours Food Fair would become a bi-monthly event to help support traders and bring foot traffic to the
 precinct, however the current pandemic conditions and restrictions mean that all such events are
 postponed until further notice.
- Attendance at the opening of the Infin8 Aged Care facility in South Street to promote the redevelopment and to engage with future users of the space.



APPENDIX A - SUMMARY PROGRAM









APPENDIX B - SITE PHOTOS

APPENDIX B - SITE PHOTOS





Endorsed by:

Item 10 / Attachment 2.



Nicholas Street, Ipswich Central Summary Report No.24 To 8th May 2020



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DOCUMENT INFORMATION

Title: Nicholas Street, Ipswich Central

Subtitle: Summary Project Management Report

Date: 8 May 2020

VERSION	DATE	OUR REFERENCE
1	8 May 2020	T:\Projects\Ipswich Central\16044-Program Management\9-Reporting\Program & Project Management Reports\2020-05 May

AUTHOR, REVIEWER AND APPROVER DETAILS			
Prepared by:	Ranbury	Date: 8/05/2020	

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Ipswich Central Project Steering Committee



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APPENDIX A – SUMMARY PROGRAM
APPENDIX B – SITE PHOTOS



1. Project Summary

1.1 SUMMARY

The program has been updated with data date on 1 May 2020. A summary Gantt chart is included at **Appendix A** of this Report which reflects target completion dates summarised in the table below.

Table 1 - Program Status Summary

Ref	Project	Current Status	Target Completion
1.1	Admin Building	In Construction	Q3 2021
1.2	Library	In Construction	Q4 2020
1.3	Civic Plaza	In Construction	Q4 2020
1.4	Car Park Upgrade	In Construction	Q3 2020
1.5	Existing Lift in Food & Bev Bldg	In Construction	Q4 2020
2.1	Commonwealth Hotel (Deconstruction)	Complete	Q3 2018
2.2	Commonwealth Hotel (Stabilisation)	Complete	Q2 2019
2.3	Commonwealth Hotel (Reconstruction & Base-build Works)	Tender	Q4 2020
3.1	Nicholas St / Union Ave	Complete	Q4 2019
4.1	Metro A (Bells St Link)	On Hold	Q3 2020 (façade)
4.2	Metro B (2 Bell Street)	On Hold	Q2 2021
4.3	Eats (Food & Bev)	On Hold	Q4 2020 (base-build)
4.4	Venue (Entertainment Bldg)	On Hold	Q2 2021
5.1	AV Project (Nicholas / Union)	On Hold	Q1 2021
6.0	Demolition works	Complete	Q2 2018
7.0	Safe City Relocation	Complete	Q2 2018

1.2 PROGRAM AMENDMENTS

There have been no amendments to the above milestone program forecasts this month, however recapping the amendments of the preceding months:

- Commonwealth Hotel rebuilding project forecast completion date is to be confirmed pursuant to receipt of tender responses; however, it is likely to be in Q4 of 2020
- The retail project target completion dates are listed as unchanged, however, progress on the retail project
 has been delayed as Council are not able to approve the proposed work to proceed at this time.



2. Design & Construction

2.1 CIVIC PROJECT

The Civic Project scope of works covers the following separable portions:

- 1. The Administration Building (including integrated fit-out)
- 2. Library (including fit-out)
- 3. Civic Plaza
- 4. Existing Car Park Upgrade
- 5. Existing Lift (within future 'Eats' building)

The design review process is now complete. A full list of design submissions and current status is included in Appendix C. Major milestones design milestones achieved in April 2020 include:

- · Out of thirty-five provisional sums just three are yet to be submitted.
- Of the 32 provisional sum proposals that have been submitted 28 have been approved to proceed.

In terms of construction, the site has continued to operate throughout the implementation of Covid-19 restrictions. Additional lunchrooms have been established on site, additional cleaning has been implemented. The workforce on site is now around 230 people. Major construction milestones achieved in April 2020 include:

- Administration Building: Structure to Level 04 is complete.
- Library: Cladding and shopfront is complete.
- Library: Internal framing is complete and most walls are sheeted
- Civic Plaza: Framing & roofing for the south pavilion, amenities building, and waste enclosure is complete.
- Car Park: Lift lobby walls are complete

The program in Appendix A shows the status of construction and photos in Appendix E supplement this information.

2.2 COMMONWEALTH HOTEL

The architectural tender documents for the reconstruction of the Commonwealth Hotel have been completed. Structural tender drawings are being finalised. The tender documents are based on reconstruction (ie not extension or fit-out) and aim to conform with the current Development Approval from Council. Forthcoming milestones include:

- Tenderers to complete pricing in May 2020;
- Contract to be awarded in May 2020;
- Construction of the base building is targeted for completion in Q4 of 2020

The completion date for the rebuilding work will be determined by the tender evaluation process. The evaluation will take into account time, cost, quality and risk aspects of competing offers. The tender list has been drawn from the expression-of-interest process previously completed by Council.

Documents have been released for tender. The initial site tour was attended by around 20 people including tenderer and their subcontractors. Tenders are due on Friday 22/5/2020.



2.3 NICHOLAS / UNION

Jmac Constructions achieved practical completion on 19/12/2019 of their scope of work. This date was one day prior to their contract completion date and enabled Nicholas Street to be opened to the public prior to the 2019 holiday period.

The final walk-thru for areas being handed over was undertaken with multiple Council stakeholders and a comprehensive defects list was compiled. Jmac have been issued this defect list and are addressing these defects in accordance with the requirements of the contract. A number of defects still remain and meetings were held in March to review and approved the rectification solution for tactile indicators that are becoming dislodged.

Following completion of the Nicholas / Union project several 'Day 2' tasks have been completed by Jmac at the request of Council. This work includes line marking on Nicholas Street and installation of additional bollards.

Operation & Maintenance Manuals have been accepted as complete.

Training has been conducted with Council's nominated representatives.

2.4 RETAIL

A Tender Consideration Plan has been approved by Council to enable Hutchinson Builders as the existing head contractor for the Civic Project to undertake the delivery of the Retail Project as a variation. This includes providing 'open book' pricing of subcontract work.

Pricing has been received and reviewed by the project cost consultant RLB. The scope of work as currently proposed includes:

Metro A- Bells Street Link (facades only with an add-alternate price for demolition)

Metro B – 2 Bell Street

Eats - Food & Beverage Building

Venue - Entertainment Building

Audio Visual projection onto retail facades

Progress of the retail project is dependent on Council agreeing to this variation proceeding pursuant to receipt of an executed lease for the Venue building. The program was originally based on engaging Hutchinson in December 2019 however due to this lease not yet being executed the variation has not been approved.

In order to mitigate the impact on program – Hutchinson Builders have been given permission to proceed with preliminary design development and this work was completed in the first week of April 2020. In the event that the Retail Project construction variation does not proceed with Hutchinson Builders, this design will remain as the possession of Council.

The completion dates for Retail Project will be reassessed once the work is approved to proceed.

In the meantime, a proposal has been provided to Council for work which could commence now utilising available budget from the Nicholas / Union and Civic Project so that the streetscape and façade in front of Eats is complete in time for the opening of the Civic Plaza.

2.5 AV PROJECT

The AV work is currently included as a provisional sum within the retail variation due to the integral nature of the work. The current design allows for projectors located on Eats, Civic Plaza and Admin Building projecting images onto Metro B and potentially Metro A facades.



2.6 DEMOLITION WORK

Demolition work was completed in 2018 and included lot creation to facilitate construction of the Admin Building and adjacent Civic Project elements. The demolition work has reduced the risk and program duration of the Civic Project. This phase of work is now concluded, and site possession has been transferred from the Demolition team to the Construction team of Hutchinson Builders.

2.7 SAFE CITY RELOCATION

The Safe City Relocation project has been completed.



3. Safety & Environment

3.1 PUBLIC SAFETY

Refer to the Hutchinson Monthly Report for further details on the Civic Project and Appendix F for the project's safety consultant summary. No significant public safety incidents were reported in March 2020.

3.2 SAFETY IN DESIGN

The project team is currently reviewing the technical submission for the Building Maintenance Unit and roof access safety system.

3.3 ENVIRONMENT

Cleaning of the existing concrete slab has been identified as a potential environmental issue. The D&C Contractor has been asked to provide further details of how cleaning fluid and wastewater will be managed to prevent pollution of sewer and stormwater.

3.4 SAFETY CONSULTANT

GCG has been appointed as Safety Consultant covering all projects in Nicholas Street. Their scope of work includes:

- Review and comment on Contractors Safety Management Plan
- Attendance at Safety-InDesign workshop
- Monthly inspection and reporting
- Attendance as required during the course of construction to inspect critical issues
- Design review of safe access submission

The monthly safety review on site has been completed for April 2020. Attendance at the safety walk was reduced in consideration of physical distancing to mitigate the spread of Covid-19. Attendees were:

Antony Stafford GCG

Julian Gougard Hutchinson Builders

Kan Chan Ranbury
Koby Slater ICC

As noted in the Safety Report, measures implemented to control Covid-19 risk include:

- Awareness raising through posters
- Formal communication with wokers
- Additional cleaning
- · Gloves for plant operators
- · Additional lunchrooms and toilets
- · Rotational timing of lunch breaks
- · Limitations on use of the hoist



4. Marketing & Leasing

4.1 RETAILER ENGAGEMENT

Each week, Council's Stakeholder Relations team works with the traders and building owners located in the redevelopment 'impact zone' by providing detailed project updates, ongoing marketing and media support and activation

During March and April 2020, the majority of this focus included:

- Weekly email overview of project status and progress. Includes social media stats from promoting their businesses on the Nicholas Street Facebook page, announcements of potential impacts e.g. changes to car park, road closures etc.
- Weekly email and phone contact with Nicholas Street traders to monitor trading hours/conditions and service delivery methods during the COVID-19 pandemic. This included designing and providing bespoke signage to stores on social distancing, new entry and exit conditions and Facebook posts to the wider community.
- Ongoing discussions with building owners regarding the Façade Improvement Incentive Scheme ICC will match building owner's contribution dollar-for-dollar up to the value of \$15,000/building for exterior improvements
- Regular social media posts mix of trader products, and redevelopment updates Ongoing assistance with individual trader marketing and promotions
- Invitation to participate in a selection of free business resilience workshops held by Council online.

4.2 SOCIAL MEDIA ENGAGEMENT

Nicholas Street Facebook page and social media (Facebook and Instagram) messaging has now pivoted to reflect changing trade conditions in Nicholas Street due to the Covid-19 situation. These are updated regularly.

Table 7 - Social Media Engagement

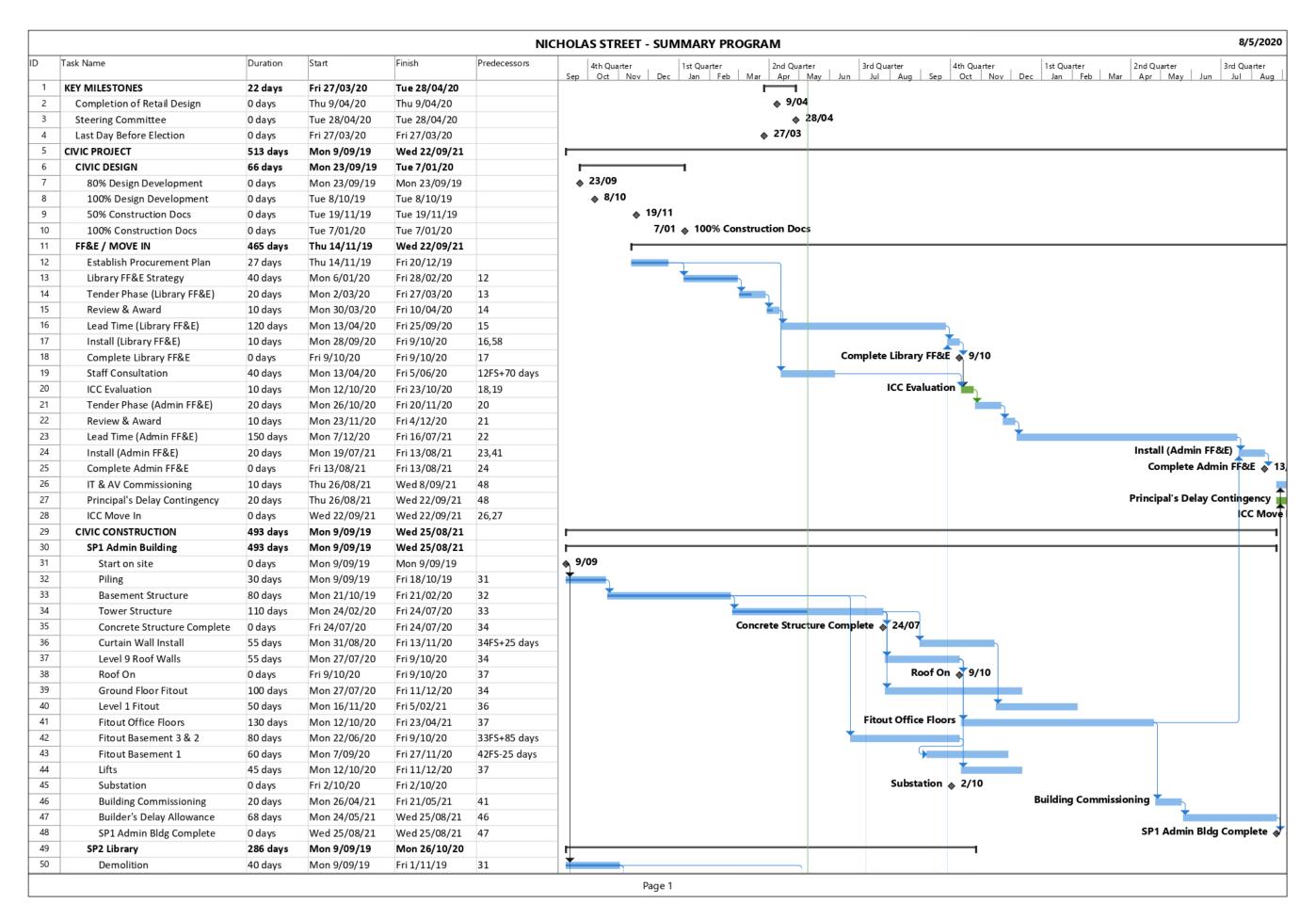
Platform	Date range	Reach	Engagement	Comment
Facebook &	01/03/2020 -	12,427	1,590 (12.8%)	-
Instagram	30/03/2020			
Facebook &	01/04/2020 -	10,690	948 (8.8%)	-
Instagram	28/04/2020			

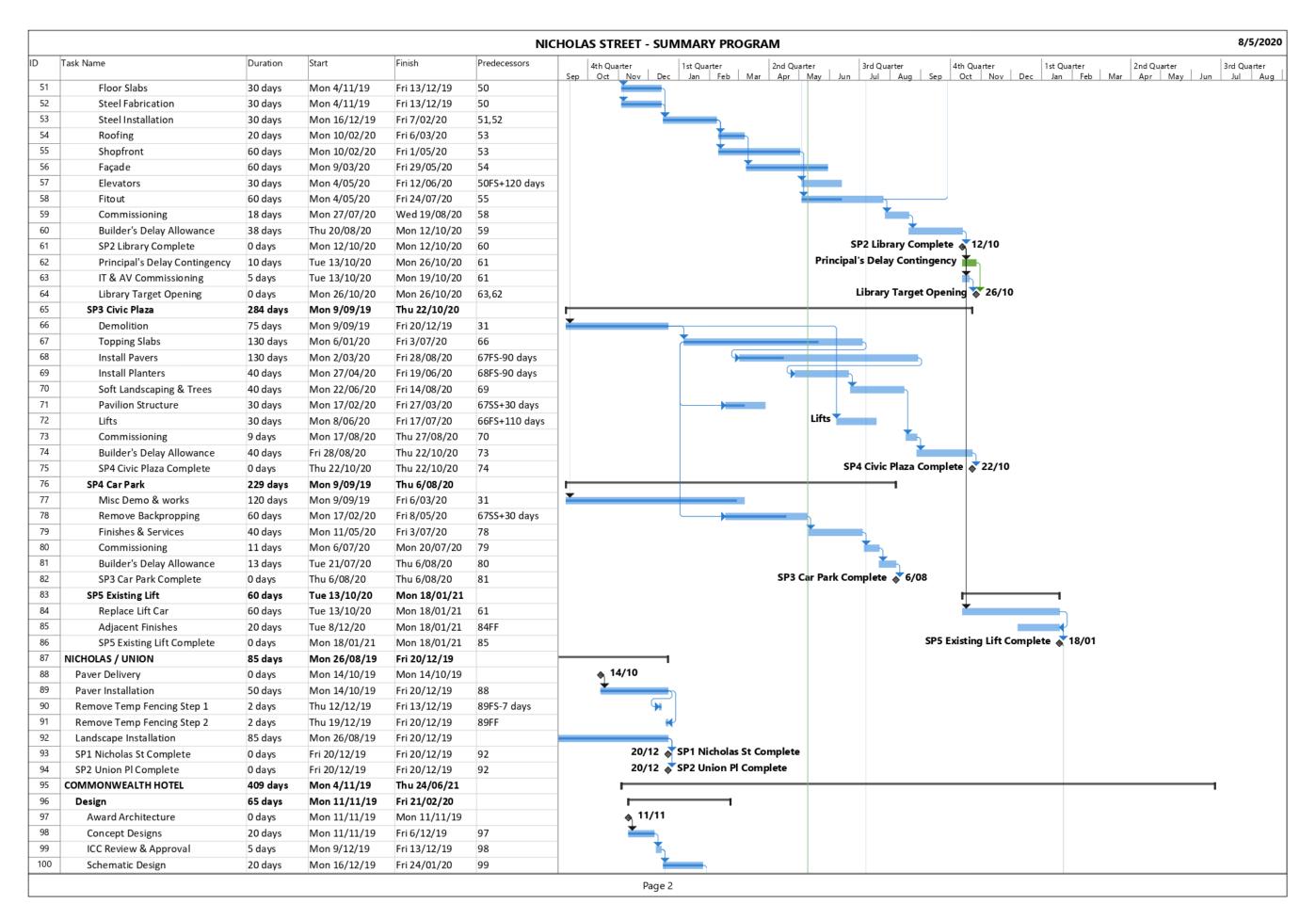
4.3 COMMUNITY ENGAGEMENT

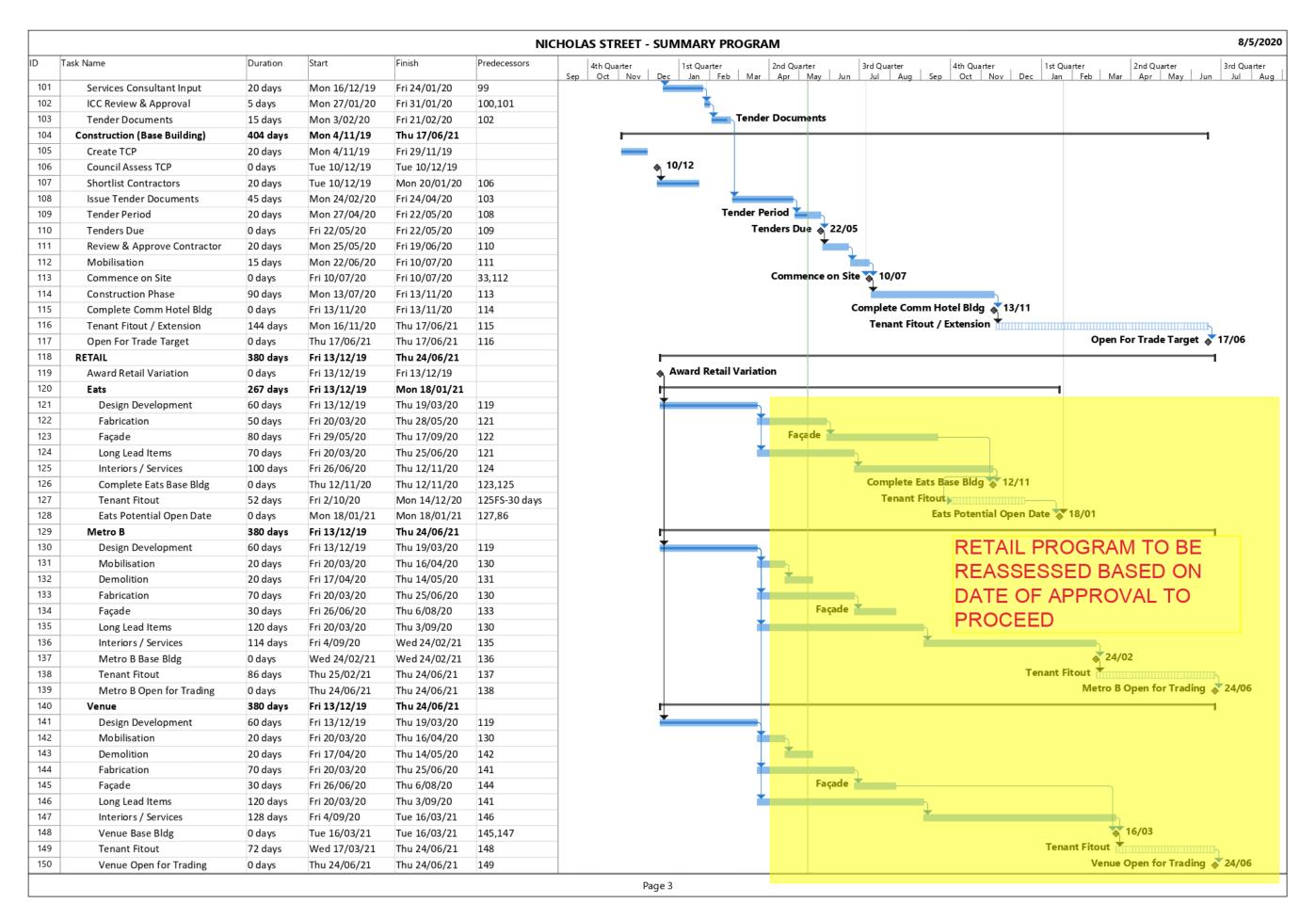
At present there are no activations or events planned due to Australian government restrictions on non-essential gatherings.



APPENDIX A - SUMMARY PROGRAM









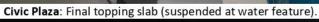
APPENDIX B - SITE PHOTOS

APPENDIX B - SITE PHOTOS











Doc ID No: A6163407

ITEM: 11

SUBJECT: FUNDING ARRANGEMENTS FOR BRISBANE LIONS STADIUM, SPRINGFIELD

AUTHOR: GENERAL MANAGER - COORDINATION AND PERFORMANCE

DATE: 9 APRIL 2020

EXECUTIVE SUMMARY

This is a report concerning the timing of Ipswich City Council's funding contribution to the Brisbane Lions for the construction of the Lions Stadium at Springfield. The report is seeking a Council resolution in relation to Council's payments to the Brisbane Lions and to authorise the CEO to finalise the negotiations and enter into a funding deed with the Brisbane Lions.

The report also discusses the deeds proposed to be executed in relation to Springfield City Group's (SCG) developer contributions towards the Lions project and the infrastructure credits associated with these contributions. The report seeks approval for the CEO to negotiate and finalise the terms of these deeds.

RECOMMENDATION

- A. That Council enter into a funding deed with the Brisbane Lions for the construction of the stadium and the embellishment of the adjacent community sporting field.
- B. That the Chief Executive Officer be authorised to finalise the negotiations and execute the deed to vary the Springfield Town Centre Infrastructure Agreement to recognise the transfer of credits for open space and transport between Springfield Town Centre and the balance of Springfield.
- C. That the Chief Executive Officer be authorised to finalise the negotiations and execute the variation to the categorisation of rates dispute settlement deed with Springfield City Group.
- D. That Council, pursuant to section 257 of the *Local Government Act 2009*, delegate to the Chief Executive Officer the authority to negotiate and finalise the terms of the deeds with the Brisbane Lions and Springfield City Group and to do any other acts necessary to implement Council's decision.

RELATED PARTIES

Brisbane Lions Australian Football Club

Springfield City Group

There are no known conflicts of interest in relation to this report.

ADVANCE IPSWICH THEME

Managing growth and delivering key infrastructure

PURPOSE OF REPORT/BACKGROUND

Funding Arrangements

On 10 December 2019 Council passed a resolution to provide funding to the Brisbane Lions for their stadium project and the embellishment of an adjacent community sports field identified as Development Areas 22A and 22B respectively. These two fields are known as the Northern Sportsfields. The report is titled 'Brisbane Lions Stadium Funding Agreement' and is attached to this report as Attachment 1.

The Lions stadium project will cost an estimated \$59 million. The components of this funding are:

- \$15 million Federal government grant
- \$15 million Queensland government grant
- \$10 million Australian Football League / Brisbane Lions
- \$5.5 million private funding sources

The stadium, whilst funded as per above, will be a Council owned asset leased to the Lions for an initial 50 year term with a 49 year option to extend.

The stadium complex will also incorporate the following ancillary community use:

- Café / Bar
- Childcare centre run by Multicultural Development Australia (MDA)
- Club merchandise store
- Community access gymnasium including lap pool
- Retail tenancy for physiotherapy/scanning
- Youth outreach service to be run by MDA

On 10 December 2019 Council resolved to provide a total of \$13,600,425 to the Brisbane Lions for them to complete the stadium project and for the Lions to also embellish the adjacent sports field for community usage. Council has since entered into an Agreement to Lease and a Lease with the Brisbane Lions.

A total of \$9,046,264 of this funding is a developer contribution from Springfield City Group in lieu of their requirement to embellish the two sports fields under the conditions of the Springfield Town Centre Infrastructure Agreement (STCIA).

Council has since been in negotiations with both the Brisbane Lions and Springfield City Group in relation to the timing of the payment of SCG's contributions and the Lions project cash flow requirements. Springfield City Group have advised they intend on paying their contributions as per the following timeline:

Payment 1: \$3 million paid 30 June 2020

Payment 2: \$3 million paid 30 June 2021

Payment 3: \$3.046 million paid 30 June 2022

Council has conducted negotiations with SCG to change these timeframes to suit the Lions project cash flow requirements but SCG are unwilling to change this schedule.

The Brisbane Lions have advised that based on their cash flow projections for the project they require Council to provide its funding in accordance with the following timeframes:

Payment 1: \$3 million 30 June 2020

Payment 2: \$5 million 31 January 2021

Payment 3: \$5.6 million 31 May 2021

These timeframes are proposed to be linked to key construction milestones and as such may be subject to minor changes.

Based on the timeframes provided by SCG and the Lions, Council would be required to fund the project in advance of the final two payment amounts from SCG.

Categorisation of rates dispute settlement

Council previously entered into a rates dispute settlement agreement with SCG in which Council committed to refund SCG \$500,000 once a percentage of the embellishment of the Northern Sportsfields was completed. The Northern Sportsfields are now to be developed by the Brisbane Lions and as such there is no longer a requirement for SCG to embellish the fields. Based on this, it is proposed that Council refund SCG \$500,000 upon execution of the two deeds attached to this report.

SCG Infrastructure Credits

As part of the deed documents attached, SCG are seeking to amend the STCIA to allow them to expand the usage of the infrastructure credits they will receive for their cash contributions to the Lions project, to the greater Springfield area.

The Springfield Town Centre Infrastructure Agreement requires that both contributions and credits within the town centre, for the purposes of providing Community Facilities Land,

Transport Infrastructure and Open Space Land and Facilities, be quarantined within the town centre to deal with the implications of densification in the town centre. The intent of this was to ensure that as densification occurs, contributions are collected and banked within the town centre for the purposes of providing the necessary infrastructure and services to service the needs of future residents. Densification of the town centre is a long term project – potentially taking much more than 20 years to be fully realised. Each development within the town centre will be required to contribute to the provision of infrastructure to service future residents, and as infrastructure is provided by Springfield City Group, refunds of contributions collected will be provided to Springfield City Group to cover the costs of these improvements.

Community Facilities Credit Transfer

The deed signed by Springfield City Group proposes the unconditional ability to transfer all community facilities land credits accrued within the town centre, to be utilised outside of the town centre. The current IA states that credits must be contained within the town centre and used for development within the town centre. The proposal is to permit the transfer of credits to development outside of the town centre.

In operation, this means that if the developer dedicates land for community facilities, they will accrue a credit for that land (for example, \$100,000.00).

The existing arrangement would quarantine that \$100,000.00 until residential development was occurring in the town centre, and the developer would offset the \$100,000.00 against any levied infrastructure charges. In theory, this works but there could be a significant delay in being able to utilise the credits.

What is proposed is that these credits could be used outside of the Town Centre, in the balance of Springfield. For example, the \$100,000.00 could be used to offset the charges for the next stage of Brookwater. It is not considered that there are any adverse implications of such an arrangement, and as such it is recommended that this be supported.

Transport Credit Transfer

The deed signed by Springfield City Group proposes the unconditional ability to transfer all transport infrastructure credits accrued within the town centre to be utilised to offset the infrastructure charges outside of the town centre. The implications of doing this cannot be fully realised at this point in time, especially in the absence of a complete plan for the type of transport improvements that may be necessary to service the densification of the town centre. It is suggested that this transferability could occur for a period of time and be reviewed when the transport review and plan are prepared in the future (as required by the current Springfield Town Centre Infrastructure Agreement). This is a specific and logical hold point. It has been agreed with SCG that this would be in 2027. It is therefore recommended that the Chief Executive Officer be authorised to sign the deed, subject to a variation in clause 3.6 to effect this change. It should be noted that it is considered that it may be appropriate to continue transferability of these contributions beyond this date and therefore, subject to achievement of the hold point and review of the situation, Council may

choose to enter into a subsequent deed extending this arrangement. This should be considered in the future.

Open Space Credit Transfer

The deed signed by Springfield City Group proposes the unconditional ability to transfer all open space infrastructure credits accrued within the town centre to be utilised to offset the infrastructure charges outside of the town centre. The implications of doing this cannot be fully realised at this point in time, especially in consideration of the potential for there to be upcoming obligations for Council to undertake embellishments of open space land outside of the town centre. In order for this to occur, it is recommended that the transferability be limited to those contributions to be paid that are the subject of this deed only (specifically, those for the Northern Sportsfields / Brisbane Lions Precinct). It is therefore recommended that the Chief Executive Officer be authorised to sign the deed, subject to a variation in clause 3.7 to effect this change. It should be noted that it may be appropriate to consider transferability for other open space contributions within the town centre, however these should be considered in the future based on the specific circumstances at that time.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Regulation 2012

RISK MANAGEMENT IMPLICATIONS

Council has already expended significant funds completing the fit for purpose works (\$6.2 million) at the stadium site. In the event that the Lions project was not to proceed, Council would be required to expend further funds to provide a community facility on both fields.

There is an acknowledged risk that SCG could fail to pay their developer contributions in accordance with the conditions of the deed. In this event, Council would seek legal recourse to require SCG to pay the amounts as per the conditions of the deed. If a delay in these payments were to occur, Council could be required to fund the SCG contribution amounts for the Lions project to proceed.

Council's Finance team have been consulted in relation to this financial risk and advise that if Council were to fund the Lions project without the SCG funding being paid in accordance with the timeframes specified in this report, Council would be exposed to the level of the SCG contribution being \$9.046 million.

This would be in addition to funds already expended on the sporting fields and the additional \$4.6 million contribution for the additional embellishment costs outlined in this report.

If none of the SGC contributions were paid, this has carrying cost, in the form of interest foregone of \$141,000 to 30 June 2022. Dependent upon the timing of any contributions from SCG, the annual carrying cost, in the form of interest foregone, is estimated to be \$108,500 per annum.

Council will seek to mitigate this financial risk by bonding, in the form of a Bank Guarantee (or other similar financial instrument), the payments from SCG. This will form part of the negotiations with SCG to finalise this deed and whilst this will be Council's preferred position, it is not guaranteed to occur.

The Ipswich City Council General Manager of Coordination and Performance is a member of the Stadium Project Control Group, along with colleagues from the other levels of government. This means that Council will have full visibility of any construction or finance matter that may arise in this project. This will enable Council to monitor progress and take risk management action in relation to its payments to the project if necessary.

FINANCIAL/RESOURCE IMPLICATIONS

Council's finance team have been consulted in relation to this proposal and have advised that this does not significantly impact Council's long term financial forecast if paid and received in accordance with the timeframes set out in this report. However it should be noted that Council's cash flow is reduced by \$6.046 million to 31 May 2021 and ultimately by \$3.046 million at 30 June 2022. This reduced cash flow results in an estimated reduction in interest revenue (interest foregone) of \$54,300 over the period 30 June 2020 to 30 June 2022.

If SCG did not make any contributions in accordance with the specified timeframes and council did not receive the \$9.046 million contributions in the medium term, council would need to review further its working capital balances at the time and possible impacts on other capital programs.

OPTIONS

Should Council not support this proposal they may choose to identify specific parts of the agreement that they do not wish to support to allow negotiation by staff on a revised proposal.

COMMUNITY AND OTHER CONSULTATION

No community consultation has been conducted by Council, however the Lions have been liaising with the community in relation to the project.

CONCLUSION

The Lions project is a significant project for the City of Ipswich and will benefit the community in terms of the facility itself and the jobs the construction and operation of the stadium will bring to the city.

Council has already committed to funding the Lions project and this report seeks to specify the timing of the payments for Council to consider.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

Council report 10 December 2019 Lions Funding Agreement ↓ □
 Heads of Agreement ↓ □
 Development Area 22A and 22B (Northern) ↓ □
 Site Plan ↓ □
 CONFIDENTIAL
 2015 Categorisation of land dispute settlement
 Categorisation of rates dispute settlement variation (Draft)
 Springfield Town Centre Infrastructure Agreement variation (Draft)

Sean Madigan

GENERAL MANAGER - COORDINATION AND PERFORMANCE

I concur with the recommendations contained in this report.

David Farmer

CHIEF EXECUTIVE OFFICER

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COUNCIL 10 DECEMBER MEETING AGENDA 2019

Doc ID No: A5933668

ITEM: N.4

SUBJECT: BRISBANE LIONS STADIUM FUNDING AGREEMENT

AUTHOR: GENERAL MANAGER - COORDINATION AND PERFORMANCE

DATE: 2 DECEMBER 2019

EXECUTIVE SUMMARY

This is a report concerning Ipswich City Council's funding of the stadium and training facility to be constructed by the Brisbane Lions at Springfield. The stadium and training facility is being constructed by the Lions but will be owned by Ipswich City Council and leased to the Brisbane Lions.

In 2017, Council signed a non-binding heads of agreement (HOA) with the Brisbane Lions which included a commitment for Council to provide funds towards the construction of the stadium project in the amount of approximately \$12 million dollars.

Council has since entered into negotiations with the Brisbane Lions in relation to Council's overall financial contribution to the project. These negotiations have included the possible embellishment by the Brisbane Lions of an additional local sportsground for community use, adjacent to the Lions stadium.

The purpose of this report is to seek approval from Council to proceed with the funding as stipulated in this report and to enable the Chief Executive Officer to finalise the negotiations with the Brisbane Lions and execute a binding funding agreement between the two parties

RECOMMENDATION/S

That the Interim Administrator of Ipswich City Council resolve:

- A. That Council (Interim Administrator of Ipswich City Council) enter into a contract with the Brisbane Lions in accordance with the funding arrangements specified in this report.
- B. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the Local Government Act 2009.

RELATED PARTIES

Brisbane Bear-Fitzroy Football Club Ltd, trading as the Brisbane Lions

COUNCIL 10 DECEMBER MEETING AGENDA 2019

Springfield City Group (formerly Springfield Land Corporation)

There are no known conflicts of interest in relation to this report.

ADVANCE IPSWICH THEME

Managing growth and delivering key infrastructure

PURPOSE OF REPORT/BACKGROUND

On the 10th of October 2017, Council entered into a non-binding Heads of Agreement (HOA) with the Brisbane Bear-Fitzroy Football Club Ltd, trading as the Brisbane Lions and the Australian Football League (AFL), for the development of the Springfield Central Northern Sporting Fields including a community AFL stadium with spectator facilities and the Lions high performance training and administration centre. A copy of the HOA is attached to this report (Attachment 1). This replaced an earlier MOU prepared in 2014 that addressed substantially the same matters.

The primary lot for the Lions stadium is described as Development Area 22A - 60 Springfield Greenbank Arterial, Springfield Central. The Lions stadium and associated training and administration buildings will be constructed on this lot.

There is also an additional lot adjacent to DA 22A which is described as Development Area 22B – 60 Springfield Greenbank Arterial, Springfield Central. This land is also cited in the MOU and is intended to be used as community sporting fields but will be leased to, and embellished by, the Brisbane Lions.

Attachment 2 depicts DA 22A and DA 22B.

In the HOA, Council committed to provide the Lions with the funds required to be spent by Springfield Land Corporation (now Springfield City Group SCG) under existing development approval conditions for embellishment of the site, amounting to approximately \$12 million.

Council has since calculated the SCG embellishment contribution for DA 22A and DA 22B to be actually a total of \$10,609,373.60 based on a Citywide Sportsground value under the Local Government Infrastructure Plan (LGIP).

In 2014, Council advised SCG via formal correspondence that due to the realignment by Council of Eden Station Drive, they were required to deliver 1 less field between DA's 22A and 22B. Council have been in negotiations with SCG as to the amount that should be deducted from the \$10,609,373 for the removal of 1 field. The reduction in 1 field under the LGIP rate is calculated at \$820,089. This would in effect reduce the SCG contribution down to \$9,789,284.

In 2017, Council agreed to move SCG's requirement to deliver 8 courts on DA22A and DA22B and instead required them to be delivered on Development Areas 16 and 17 (Southern Sportsfields). The amount of this embellishment reduction is calculated by Council to be \$521,866.32.

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COUNCIL 10 DECEMBER
MEETING AGENDA 2019

In summary, Council calculates a total reduction of \$1,563,109.18 from SCG's total original embellishment contribution for DA's 22A and 22B. This means that SCG's total embellishment contribution equals \$9,046,264.42.

The following table summarises these calculations:

LGIP SOW Construction rate (2015)	8,532,450.00
Plus 4% Contingency	8,873,748.00
Plus 12% On costs	9,938,597.76
x1.03 (2016 Indexation)	10,236,755.69
x1.0364 (2017 to 2019 Indexation)	10,609,373.60
2019 / 2020 Citywide Sportsground Value	10,609,373.60
Minus 8 x Courts (2018/19 SCG Figure -	
DA16/17) x 1.03	
(indexation to 19/20 financial year)	521,866.32
Minus 1 Field (2018/19 SCG Figure DA16/17)	
x 1.03	820,089
(indexation to 19/20 financial year)	
Sub Total	1,341,955.32
Plus 4% Contingency	1,395,633.20
Plus 12% On Costs	1,563,109.18
SCG Embellishment Contribution Value	9,046,264.42

Following these calculations, Council has considered its position in relation to the funding to be provided to the Brisbane Lions, as stated in the HOA. Council has identified that there is a significant shortfall between Council's indicative contribution under the HOA (\$12m) and the amount of SCG's embellishment contribution value of \$9,046,264.42.

Given that the Council decisions to allow for the removal of 1 field and 8 courts from the SCG contribution were made independent to the HOA with Brisbane Lions, it is considered inequitable and unethical that Brisbane Lions should be required to meet the shortfall created by Council's separate decisions with SCG. It is therefore recommended that Council consider contributing these reduction amounts in addition to the SCG contribution amount.

This would mean an additional Council contribution of a total of \$1,563,109.18 which would bring Council's total contribution to the stadium project to \$10,609,373.60.

Brisbane Lions have requested that Council consider providing Brisbane Lions with early access to Development Area 22B to enable Brisbane Lions to develop the community sports facilities earlier – and to a higher standard – than Council would normally have done. This would require Council providing Brisbane Lions with the embellishment funds mandated

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COUNCIL 10 DECEMBER
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under the Springfield Infrastructure Agreement to be spent by Council to embellish the site to a local sportsground standard.

It would cost Council a total of \$2,991,051.42 to embellish DA 22B under the LGIP rates to a local sportsground standard. This amount does not allow for the provision of a club house. A club house is estimated to cost a further approximately \$1,500,000.

The calculations for Council's cost to embellish DA 22B to a local sportsground standard are contained in the following table.

2019 Local Sportsground Value	\$ 2,991,051.42
x1.0364 (2017 to 2019 Indexation)	\$ 2,991,051.42
x1.03 (2016 Indexation)	\$ 2,886,000.99
Plus 12% On costs	\$ 2,801,942.71
Plus 4% Contingency	\$ 2,501,734.56
LGIP SOW Construction rate (2015)	\$ 2,405,514.00

Brisbane Lions have advised that if Council provides them with an additional \$2,991,051.42 as part of the funding arrangement for the stadium project, they will embellish DA 22B to the standard required by Council and in addition, will construct a community sports clubhouse and install field lighting. Brisbane Lions would then lease this field from Council to be used by the Lions for some training and on game days for warm up, but will predominantly be used by local sporting groups.

Council does not currently have the embellishment of DA 22B in its forward capital project planning or long term financial forecast.

If Council were to approve this additional contribution to the Brisbane Lions project under a funding agreement, the total Council contribution to the project would be \$13,600,425. This would have the added community benefit of an enhanced outcome for the local sportsground on DA 22B in terms of standard and timing.

Under the HOA, Council previously provided the Lions with a non-binding commitment to contribute approximately \$12 million to the project which only included the development of DA 22A for the stadium and training facility.

If Council were to agree to contribute the \$13,600,425 to the project, the community will also get a local sportsground constructed with a clubhouse and lighting, to a standard far higher than Council would eventually deliver on its own. This is considered to be a positive outcome for Council and the community.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Act 2009

RISK MANAGEMENT IMPLICATIONS

COUNCIL 10 DECEMBER
MEETING AGENDA 2019

Providing the additional funds to the Lions to embellish DA 22B creates a possible risk that the Lions could fail to fulfil their obligations under the funding agreement and the local sportsground will not be constructed. In this event, the funding deed will stipulate that the Lions must embellish DA 22B to the required standard by a specified timeframe of 4 years and that failure to meet this deadline will result in the Lions have to refund the additional contribution to Council. The risks associated with this aspect of the proposed agreement can be somewhat mitigated by a legally drafted and specific funding agreement between Council and the Lions.

FINANCIAL/RESOURCE IMPLICATIONS

The proposed funding agreement will result in Council providing the Lions with an additional total amount of \$4,554,160 on top of the SCG contribution.

This amount, if approved, can be spread over multiple financial years.

COMMUNITY AND OTHER CONSULTATION

Council's Infrastructure and Environment Department have been consulted in relation to this report, and they have advised that they are supportive of the funding to be provided to the Brisbane Lions for the embellishment of 22B due to the need for sports ground for the community in the greater Springfield area.

Council's Finance team have been consulted in relation to this report and they have advised that they are able to accommodate this in Council's long term financial forecast under the proviso that the funds are provided to Brisbane Lions over multiple financial years.

There has been no community consultation in relation to this report however the Brisbane Lions have been conducting consultation with the community in relation to their project.

CONCLUSION

It is recommended that in the interests of enabling the Lions to construct the stadium and training facility, which will be owned by Council, that Council contribute the additional funds specified in this report to the project.

This ensures that Council honour its original non-binding commitment under the heads of agreement and also results in the construction of a local sportsground with a clubhouse and lighting for the local community to use. The construction of the local sportsground would be delivered under this agreement earlier, and to a far better standard, than if Council were to undertake the embellishment itself.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Heads of Agreement
2.	Development Area 22A and 22B (Northern)

Sean Madigan

GENERAL MANAGER - COORDINATION AND PERFORMANCE

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COUNCIL 10 DECEMBER MEETING AGENDA 2019

I concur with the recommendations contained in this report.

Greg Chemello

INTERIM ADMINISTRATOR

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Heads of Agreement

BETWEEN Ipswich City Council ("ICC") ABN 61 461 981 077

AND

Brisbane Bears-Fitzroy Football Club Ltd, trading as the Brisbane Lions, ("BLAFC") ABN 43 054 263

473

AND

Australian Football League Ltd (AFL) ABN 97 489 912 318

Together "the parties"

DECADDING

REGARDING The development of the Springfield Central Northern Sporting Fields including a community AFL stadium with spectator facilities and the BLAFC high performance training and administration centre

DATE

1. Introduction

- 1.1 Terms used in this Agreement are defined in Section 11.
- 1.2 The parties wish to develop community Facilities incorporating a Stadium for the playing of AFLW, AFL pre-season, second tier AFL games, other community uses and sporting events and a high performance training and administration centre for BLAFC and a separate community use oval within the City of Ipswich at Springfield Central.
- 1.3 This document sets out the basis upon which the parties intend to progress the Project and the key inputs and outcomes expected by each party.

Page 1 of 12

2. Proposed Facilities

2.1 The Facilities that shall be developed are proposed to be as outlined in Attachment 1 to this document. The parties acknowledge that the design is a concept drawing only at this stage and further discussions will take place between the parties to fine tune the design however, the Site location and area within the boundary will not be less than indicated in Attachment 1.

3. Estimated Costs and Funding

- 3.1 The estimated construction cost of the Facilities and related infrastructure is approximately \$50m excluding GST, or such other amount as agreed by the parties.
- 3.2 It is anticipated that the Facilities shall be funded via a joint funding proposal between Federal Government, Queensland State Government, AFL, BLAFC, ICC and other parties as agreed.
- 3.3 The parties shall work collaboratively and in good faith in seeking funding from the State and Federal Governments within an agreed timeframe.
- 3.4 The AFL and BLAFC will together contribute \$10m to the Project in line with the AFL's established principles for such project both for AFL Clubs and community projects. The AFL contribution is subject to AFL Commission approval.
- 3.5 Ipswich City Council agrees that funds required to be spent by Springfield Land Corporation (SLC) under existing development approval conditions for embellishment of the Site amounting to approximately \$12m (SLC Contribution) will be made available for the Project.
- 3.6 The SLC Contribution is subject to SLC and Ipswich City Council entering into an appropriate Infrastructure Agreement recognizing the SLC Contribution.
- 3.7 The parties agree that any interest earned on funds held in any bank account established for the project will be utilised for the project.

4. Facilities Locality Principles

4.1 Subject to approval under provisions of the Ipswich Planning Scheme it is proposed that the Facilities shall be located within the Site as outlined in Attachment 1 ("Site").

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5. General Principles

- 5.1 Subject to the Specific Principles in clause 6, ICC will enter into an Agreement for Lease with BLAFC which will incorporate the terms under which the Facilities will be developed and leased to BLAFC.
- 5.2 The parties will work collaboratively to plan and develop the proposed Facilities as outlined in Attachment 1 including using reasonable endeavours to redesign the proposed Facilities to achieve the required functionality should sufficient funding for the current proposed Facilities not be secured on terms acceptable to the parties.
- 5.3 The Site as identified in Attachment 1 shall be provided to BLAFC by the ICC in accordance with the general principles as outlined in this Agreement and in particular under the Agreement for Lease.
- 5.4 ICC agrees that the Site will be included as a Development Area within the Town Centre Concept Plan under the provisions of the Springfield Structure Plan and the Springfield Town Centre Infrastructure Agreement.
- 5.5 All bulk earth works required to achieve the final desired landform ready for construction and reticulation of services to the boundary of the Site shall be undertaken by SLC and ICC prior to the commencement of construction of the Facilities. Such works shall be at no cost to BLAFC. This obligation is also subject to ICC and SLC entering into an Infrastructure agreement recognising SLC's obligation to provide the Earthworks.
- 5.6 It is agreed that the Site will be included within the suburb of Springfield Central

Specific Principles

Agreement for Lease

- 6.1 Subject to the funding arrangements in clause 3 being confirmed and ICC obtaining a Ministerial exemption under 236(1)(f) of the Local Government Regulations 2012, the parties will enter an Agreement for Lease incorporating (but not limited to) the following key terms:
 - 6.1.1 An initial term of 50 year Lease for BLAFC to occupy the Facilities, from the ICC with an option to renew for 49 years.

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- 6.1.2 The annual rental shall be \$1 per annum for the first 20 years subject to compliance with the material provisions of the Lease by BLAFC. The Lease shall be consistent with the intent of this Agreement and grant a usage of the Stadium Site on all year round basis for the purposes of staging games, training, rehabilitation and any other related activity associated with BLAFC's operation as an elite football team; A rental review shall be undertaken after the first 20 years and will be carried out every 10 years after the first rental review until the initial term is completed. The new rent under any rental review will be negotiated between the parties in good faith. If the parties cannot reach agreement, the rent will be determined by a 3rd party market review. The 3rd party market review will on the basis of a lease of land for a similar purpose and function equivalent to the Facilities recognising the significant capital contribution to be made to the Facilities by BLAFC (directly and indirectly through State and Federal Government funding).
- 6.1.3 At the end of the initial term of the Lease over the Stadium Site BLAFC shall be offered a further term of a 49 year Lease (Renewal Period) by the ICC subject to the Local Government Act on terms to be negotiated.
- 6.1.4 The rent for the Renewal Period will be negotiated in good faith between the parties and if agreement cannot be reached then the rent will determined a 3rd party market review. The rent for the Renewal Period will be reviewed every 10 years in accordance with the same principles outlined in 6.1.2
- 6.1.5 BLAFC will be responsible for the design, construction and development of the Facility with input from ICC.
- 6.1.6 The parties will work in collaboration and in good faith on the exterior design of the proposed Facilities to ensure the best design outcome to the satisfaction of all parties and within the agreed Project budget.
- 6.1.7 ICC will not place unreasonable conditions on the exterior design of the Facilities and in the event that a disagreement with BLAFC cannot be resolved, the parties shall act promptly and fairly which may include the appointment of an independent, mutually agreed Mediator to resolve the disagreement.
- 6.1.8 ICC acknowledges that BLAFC will have the final decision with respect to the design and layout of the interior of the buildings within the Site.
- 6.1.9 BLAFC must ensure that the design and layout of the interior of the buildings is such that it can be constructed within the agreed Project budget.

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- 6.1.10 BLAFC will hold all rights (e.g. signage, naming, catering, hire) to all Facilities (including the Stadium built as part of this Agreement) and be entitled to on-sell such rights on such terms as BLAFC shall determine from time to time. Naming rights will be subject to Council approval which shall not be unreasonably withheld or delayed and ICC will exercise its discretion to approve third party advertising under its Signage Policy. If BLAFC sells naming rights to the Stadium ICC agree, if requested, to refer to the Stadium by the name advised in any communications referring to the Stadium.
- 6.1.11 BLAFC will provide ICC the opportunity to display Council branding around sections of the Stadium subject to BLAFC meeting its sponsorship and rights obligations, BLAFC and ICC agreeing on the size and location of such branding and Ipswich Planning Scheme provisions.
- 6.1.12 The parties shall be responsible for their own costs associated with the preparation of the Lease and the Further Agreements.
- 6.1.13 A Project Control Group will be established to oversee the implementation of the Project. In addition, a Project Working Group will be established that will report in to the Project Control Group and be responsible for the day to day running of the project.
- 6.1.14 BLAFC shall be entitled to hold commercial and community activities such as AFLW, pre-season and practice matches, sponsor events and community events/clinics at the Site.
- 6.1.15 ICC shall be responsible for all Council fees, charges and rates associated with BLAFC's occupation and usage of the proposed Site.
- 6.1.16 BLAFC shall be responsible for all outgoings and utilities fees associated with BLAFC's usage of the proposed Site, excluding those Council fees, charges and rates as outline in Clause 6.1.15.
- 6.1.17 BLAFC will be able to sub-let or licence the Facilities, or any part of the Facilities, within the Site, subject to ICC approval (which shall not be unreasonably withheld or delayed) and such usage being permissible under the relevant provisions of the Ipswich Planning Scheme.

Secondary Ovals

6.2 The parties agree that the Secondary Ovals will not form part of the Agreement to Lease.

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- 6.3 ICC recognises that BLAFC wish to incorporate the costs of building, maintaining and operating the Secondary Ovals as part of the Facilities. The parties agree to work collaboratively to develop a separate access arrangement which will allow the BLAFC and AFL a level of exclusivity which will recognise BLAFC' financial contribution while still allowing community use of the Secondary Ovals as a regional sports ground.
- 6.4 Any access arrangement in relation to the Secondary Oval will be subject to ICC obtaining any approvals or exemptions under the Local Government Act 2009 and the Local Government Regulations 2012.

Building, Oval and General Maintenance

6.5 BLAFC will meet the costs of building, oval and general maintenance relating to the leased area and Facilities during the period of the Lease. BLAFC may pass on all reasonable and proportional maintenance costs to community users/commercial partners whom may use the Facilities, as part of the user charges developed for these areas.

Community Usage of 25m Lap Pool Facilities

6.6 In the event a 25m lap pool forms part of the Facilities, BLAFC will make the 25m lap pool available for community learn-to-swim usage (via an arrangement with a commercial operator) when the Facilities are not required for training or rehabilitation by BLAFC or under other contractual commitments of BLAFC.

Community Usage of the AFL Standard Playing Surface

- 6.7 As part of the Lease, usage of the Stadium AFL standard playing surface by community groups shall be permitted by BLAFC, but only if:
 - 6.7.1 This usage does not interfere with the training and rehabilitation needs of BLAFC; and
 - 6.7.2 That usage does not adversely impact the standard of the playing surface (which is required to be maintained at all times to an AFL standard).

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- 6.8 Subject to the above Clause, community usage of the Stadium AFL standard playing surface will not be unreasonably withheld by BLAFC.
- 6.9 Given the AFL contributions to the project BLAFC will work with AFL and AFLQ to ensure that elite talent programs have access to the Facilities as BLAFC training schedule permits. User agreements and fee structures will be negotiated between BLAFC, AFL and AFLQ in good faith.
- 6.10 BLAFC will jointly with ICC set the community usage fees on an annual basis, after consideration of the overall costs of maintaining the ground to an AFL standard.
- 6.11 Usage of the Stadium by the approved community users shall be subject to and on the terms of a Standard User Agreement as determined by BLAFC from time to time. The Standard User Agreement will be agreed upon by ICC and BLAFC
- 6.12 BLAFC and ICC agree to work in collaboration to monitor the condition of the playing surface and to adjust user access as required.
- 6.13 The AFL's formally appointed turf consultants shall be used to determine compliance with the required playing surface standards, should any dispute between the BLAFC and ICC regarding community usage arise.

Incentive for Additional Community Usage of Facilities and Partnerships

- 6.14 BLAFC and ICC will work collaboratively for the delivery of additional community, social, economic and branding benefits to BLAFC and the ICC. Such benefits may include but not be limited to:
 - Development of a "Lions in Schools" Program.
 - Setting a minimum number of player appearances per annum within the ipswich area.
 - Development of a Community Program (in partnership with ICC) which shall target specific social issues.
 - Holding a Club managed Corporate Golf Day at the Brookwater Golf Course.
 - Players acting as "Ipswich Ambassadors".
 - BLAFC assisting with the promotion of ICC facilities and activities.
 - AFL Community programs (delivered in partnership with BLAFC) with Springfield as a major regional focus for football activities.

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Car Parking

6.15 This agreement is subject to the ICC and Department of Transport and Main roads entering into an agreement satisfactory to ICC in relation to the provision of public car parking adjacent to the Springfield Central Railway Station.

Signage

- 6.16 ICC recognises BLAFC's need for sponsorship and identification signage at the Facilities and shall enable BLAFC to erect (as a minimum and subject to the Ipswich Planning Scheme):
 - BLAFC and commercial signage around the perimeter of the Stadium;
 - BLAFC and commercial signage on the training and administration building;
 - BLAFC and commercial signage flagpoles within the Site;
 - BLAFC and commercial signage facing the railway stations and adjacent roads; and
 - BLAFC and commercial signage at and around the entrance to the facility and the Site.

7. Commercial Development Rights

7.1 ICC acknowledge that any planning approval relating to the Site may (subject to the ICC planning scheme and the Sustainable Planning Act 2009) accommodate a range of development uses that can, at the election of BLAFC, be commercialised as income producing activities for BLAFC. These opportunities shall be consistent with the proposed Facility development and include but are not limited to uses such as a Medical Centre, child care centre, indoor sport and recreation, gymnaslum, aquatic centre, offices, function and entertainment centre, restaurant, café, catering venue and other uses/Facilities that may be agreed between the parties.

8. Confidentiality

- 8.1 The parties must treat as confidential information:
 - 8.1.1 The fact that the parties have entered this Agreement:
 - 8.1.2 The provisions of this Agreement; and
 - 8.1.3 All information provided by the other party in connection with this Agreement.
- 8.2 A party must not disclose the other party's confidential information to any person except:

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- 8.2.1 To employees (which term includes agents, contractors, and subcontractors) on a "need to know" basis provided those persons first agree to observe the confidentiality of the information;
- 8.2.3 To legal and financial advisers;
- 8.2.4 With the other party's prior written consent which shall not be unreasonably withheld or delayed;
- 8.2.5 If required by law, any regulatory body; or
- 8.2.6 If it is in the public domain other than as a result of a party's breach of an obligation of confidentiality.
- 8.3 The recipient of confidential information indemnifies the disclosing party against and must pay on demand any losses, costs or damages directly or indirectly incurred by the disclosing party by reason of a breach of the recipient's obligations under this Clause 6 including any breach or misuse of the disclosing party's confidential information by an employee, officer, agent, contractor, legal, financial or other professional adviser of the recipient.
- 8.4 The obligations in this Clause 8 survive any termination or expiry of this Agreement.

Agreements to be entered into to complete this transaction

- 9.1 The parties hereto agree to immediately proceed with further preparation and execution of a number of agreements referred to in this Heads of Agreement ("the Further Agreements") addressing amongst other things all matters raised in this Agreement to do with financing, structure, acquisition, land sponsorship, maintenance and the Lease. These Further Agreements shall contain such representations, warranties, covenants and indemnities similar to those in like transactions as mutually agreed between the parties in good faith. In the event that at the time the Further Agreements are entered into, the parties are different to the parties to this Agreement, the parties shall procure that the substitute parties shall agree, in addition to the existing parties, to be obliged to perform, purchase, be responsible or obligated to commit themselves to this Agreement and the Further Agreement.
- 9.2 Following the date of execution of this Agreement, the parties shall afford to each other free and full access to such records reasonably required for the purpose of this Agreement on reasonable notice during normal business hours in order to permit the parties to conduct such of the transactions contemplated in the Further Agreements. The parties will hold in confidence all information obtained in respect of this further information in order that they expeditiously execute the Further Agreements.

9.3 The parties to this Agreement represent and warrant to each other that they will not enter into any other Agreement or deal with any other party in respect of the business contemplated by this Heads of Agreement until all parties in good faith have exhausted all avenues to enter the Further Agreements or this Agreement has been otherwise terminated.

10. Miscellaneous

- 10.1 This Heads of Agreement is not intended to be legally binding. The purpose is to outline the basis on which the parties are willing to enter into negotiations for preparing and executing the Further Agreements that will bind the parties.
- 10.2 Each party is required to keep confidential the proposed terms of this transaction and all information in connection with the transaction.

11. Definitions

In this Agreement:

AFLQ means AFL Queensland which is the state controlling body for the Australian Football League in Queensland

AFLW means the premier women's Australian Football competition conducted by AFI

Agreement means this Head of Agreement as executed.

Building Envelope means the area marked on the attached plan as "Training and Administration Facility";

Facilities mean the proposed stadium and community facilities and the BLAFC high performance training and administration centre, oval and includes the improvements marked on the attached plan marked [Attachment 1] and any other improvements developed on the Site but does not include the Secondary Oval;

Further Agreement has the meaning given to that phrase in clause 12.

Lease means the proposed Lease from ICC to BLAFC over the Site as outlined in clause 6 and may include an agreement for lease.

Medical Centre means any premises used or intended for use for the medical care or treatment of persons not resident on the site.

The term includes premises used or intended for use by a chiropodist or podiatrist, chiropractor, dentist, medical practitioner, optometrist, pathologist, physiotherapist, radiologist or similar paramedical person, in the practice of that profession. The term does not include a Hospital.

Project means the proposal to develop the Facilities and associated infrastructure as contemplated by this Agreement.

Secondary Ovals means the area marked in Attachment 1 as Secondary Oval Site including playing ovals which, subject to budget constraints is proposed to be at least one synthetic playing surface, amateur sporting club facilities and any improvements relating thereto, to be developed on the north side of Eden Station Drive

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Site means the area outlined in Attachment 1 and which includes the Stadium.

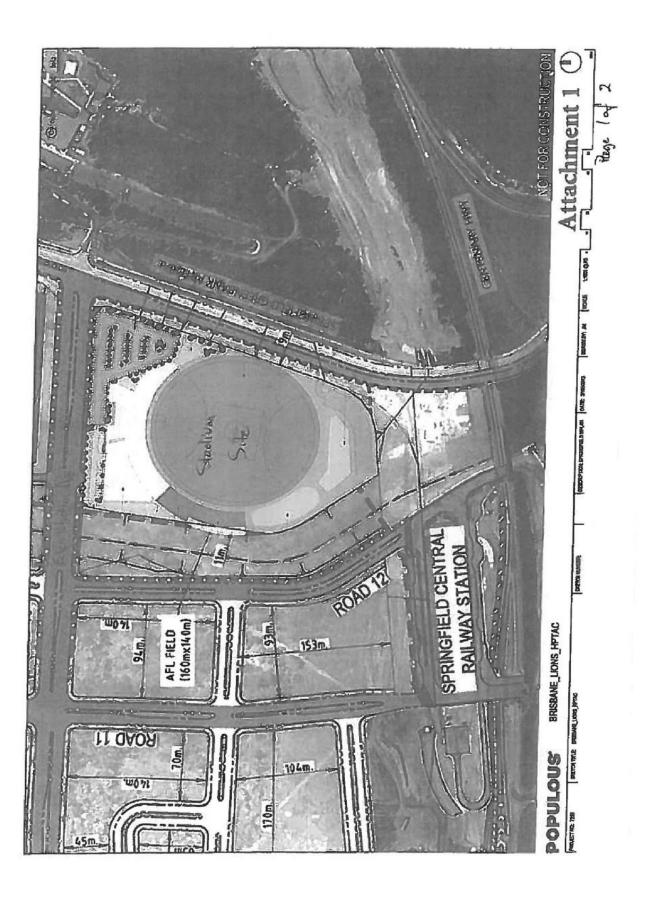
Stadium means the area marked in Attachment 1 as Stadium Site including a proposed natural turf AFL oval incorporating spectator facilities capable of allowing spectators to view matches and to be used for the purpose of staging AFLW games, pre-season AFL games and second tier AFL games as well as for training and rehabilitation of elite players by BLAFC. This may include provision of broadcast quality sporting lighting to enable the playing and broadcast of night games.

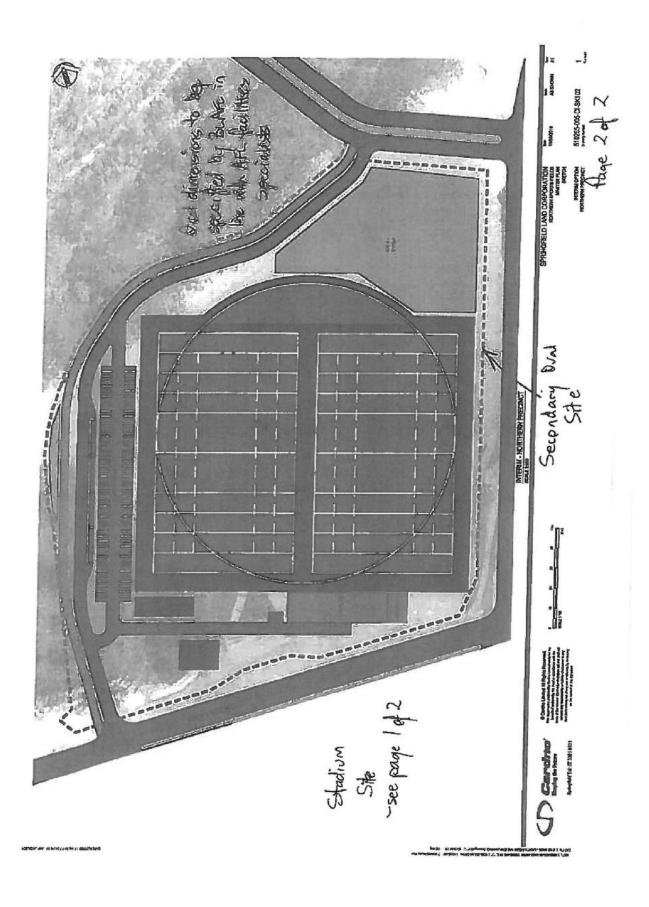
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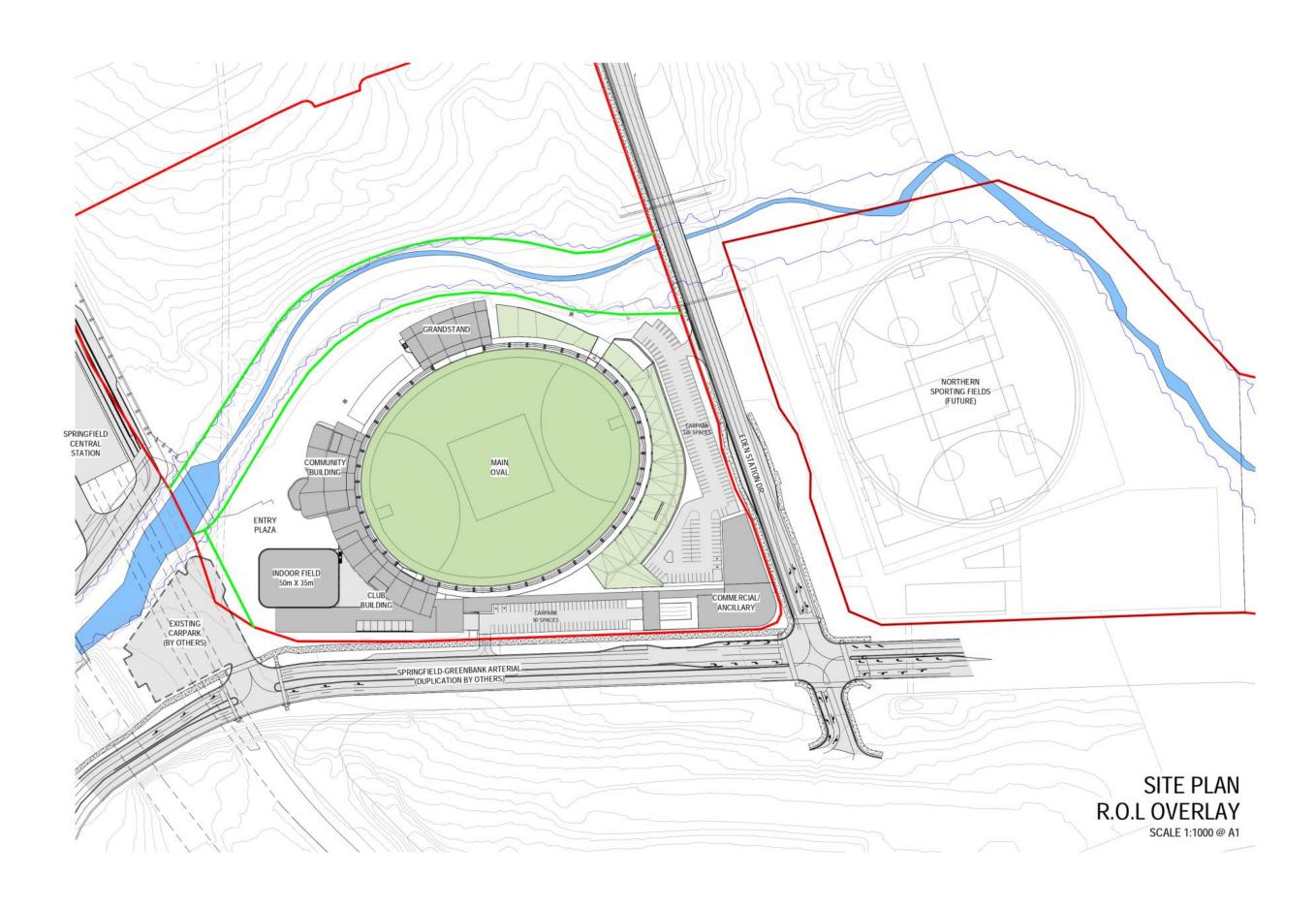
This Heads of Agreement was executed in	PSWICH on the day of
Signed and swom on behalf of Ipswich City Cou	uncil by its authorised officer.
Signed for and behalf of Australian Football Lea	igue by its authorised officer
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Signed for and behalf of Brisbane Bears-Fitzroy officer.	Football Club Ltd by its authorised

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This Heads of Agreement was executed in wolbowne on the or day of 2017.
Signed and swom on behalf of Ipswich City Council by its authorised officer.
A
Signed for and behalf of Australian Football League by its authorised officer.
WEG SWANN - CEO
Signed for and behalf of Brisbane Bears-Fitzroy Football Club Ltd by its authorised officer.







13/12/2016 FUTURE ROADS ADDED Springfield Tel: 07 3381 0111

Item 11 / Attachment 2.



510282-002-CI-SK120

OVERALL LAYOUT PLAN

Doc ID No: A6217907

ITEM: 12

SUBJECT: TENDER CONSIDERATION PLAN - APPOINTMENT OF RETAIL LEASING AGENT,

NICHOLAS ST - IPSWICH CENTRAL PROJECT

AUTHOR: PROJECT MANAGER

DATE: 6 MAY 2020

EXECUTIVE SUMMARY

This is a report concerning the Tender Consideration Plan for the appointment of a retail leasing agent for ongoing services for the Nicholas St – Ipswich Central Project (the "Project").

A tender consideration plan is prepared and proposed for adoption by Council under the provisions of Section 230 of the Local Government Regulation 2012. This section provides Council's with the ability to procure medium-sized and large-sized contracts without conducting a tender process. The legislation requires that Council resolve to prepare a tender consideration plan and prepare and adopt the plan.

Ranbury Property Services (Pty Ltd) ("Ranbury") have been the retail leasing agent for the Project since early 2019, with the prior agreement with Ipswich City Council ("ICC") expiring on 30 March 2020.

To ensure consistency in the delivery of the Project's leasing strategy and to maintain market confidence in relation to the leasing opportunities and the broader Project, a detailed Tender Consideration Plan ("TCP") has been prepared which details the reasons for ICC not undertaking a full tender process for the appointment of a retail leasing agent and recommends the reappointment of Ranbury.

The proposed contractual arrangements with Ranbury Property Services in regards to leasing have been changed from the original agreement following expert advice on standard industry practise. These changes are identified in the commercial in confidence terms of engagement attached to this report. Fundamentally, the changes maintain Council's overall projected expenditure but reduce the risks to Council in terms of the timing of payments to Ranbury in terms of executing contractually binding lease agreements with tenants.

RECOMMENDATION

A. That Council resolve to prepare a Quote or Tender Consideration Plan for the appointment of a Retail Leasing Agent in accordance with section 230(1)(a) of the Local Government Regulation 2012.

- B. That Council resolve to adopt the Quote or Tender Consideration Plan for the appointment of a Retail Leasing Agent as outlined in the report by the Project Manager dated 6 May 2020 in accordance with section 230(1)(b) of the Local Government Regulation 2012.
- C. That Council resolve to enter into a contract with Ranbury Property Services Pty Ltd for Retail Leasing Agency Services on the terms described in the report by the Project Manager dated 6 May 2020.
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Ranbury Property Services Pty Ltd to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

RELATED PARTIES

Ranbury Property Services Pty Ltd

ADVANCE IPSWICH THEME

Strengthening our local economy and building prosperity

PURPOSE OF REPORT/BACKGROUND

At the 27 June 2019 Special Council meeting, Council resolved to adopt a TCP to appoint Ranbury as the retail leasing agent for the Project. An agreement was then executed between ICC and Ranbury for retail leasing agency services, ending 30 March 2020. As this agreement has now expired, ICC is required to appoint or reappoint a leasing agent for the Project beyond this date.

The original agreement between ICC and Ranbury had an expiry date of 30 March 2020. The Master Program issued to ICC in June 2019 reflected Retail Development construction being completed by the end of Q2 2020. It was also envisaged that as of 30 March 2020, the majority of leasing opportunities would be identified and advanced to Agreement for Lease ("AFL") stage and that as a result, Ranbury's leasing services would no longer be required.

Since June 2019, there have been a number of factors which have resulted in significant delays to the Retail Development design and construction works program including:

- The preparation and adoption by Council at its 28 October 2019 Ordinary Meeting of a detailed development and divestment strategy for the various Project retail, commercial and entertainment assets (informed by market sounding and financial analysis conducted by KPMG). This report recommended funding the development of the retail, commercial and entertainment assets in a staged approach designed to achieve the key Project objectives;
- Following the retail strategy's adoption, there was an ongoing process to review the most suitable construction procurement options for the retail works, with

Hutchinson Builders considered to undertake the works as a variation to their existing contract with ICC;

- Impact of Covid-19 on new and ongoing negotiations with prospective future tenants to secure lease deals; and
- Delays in progressing the anchor tenant to AFL, a precursor to construction of the Retail Development commencing.

As of April 2020, the Project program reflects retail construction finalised and tenancies fitted out and open for trading by the end of June 2021. This timeline may extend further depending on developments with issues such as Covid-19 and the timing of commencement of Retail Development works.

To ensure continuity of the retail leasing program, if approved by Council, it is proposed that ICC enter into a new agreement with Ranbury to deliver the remaining Project retail leasing services. An interim engagement up to a maximum of three months (until 30 June 2020) is currently in place with Ranbury to provide continuity of retail leasing activities (limited to discussions and negotiations) with existing contacts and potential tenants.

To retain the momentum in the delivery of the leasing strategy and to maintain market confidence in relation to the leasing opportunities and the broader Project, a detailed TCP has been prepared. A Council adopted TCP will remove the requirement for ICC to undertake a full tender process and allow for the immediate appointment of Ranbury as leasing agent for a period encompassing leasing agency requirements for the Project.

Full details of the proposed arrangement and substantiation for the recommendation to Council to appoint Ranbury as retail leasing agent for the Project are set out in the TCP (Attachment 1).

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: Local Government Regulation 2012

RISK MANAGEMENT IMPLICATIONS

If a retail leasing agent is not appointed by ICC, then leasing opportunities in relation to the Project will not be able to be marketed and successfully progressed to lease, which will put the delivery of the retail strategy at risk. ICC does not hold the required leasing expertise or experience internally for the subject retail assets.

By reappointing Ranbury as retail leasing agent for the Project, ICC will avoid potential delays to the Project associated with undertaking a new tender process, and ICC will maintain the intellectual property, knowledge, etc. that Ranbury has brought to the arrangement/ developed through the process.

The updated remuneration model has addressed issues around financial risk to ICC in the attainment of an executed AFL/lease.

FINANCIAL/RESOURCE IMPLICATIONS

Funding for leasing agent payments is incorporated into the existing Project capital budget. Resources to manage the services of Ranbury are provided within the ICC's existing Project team.

COMMUNITY AND OTHER CONSULTATION

Nil

CONCLUSION

To ensure continuity of the Project leasing strategy, prospective tenant engagement and market confidence in the Project, it is recommended that ICC appoint Ranbury Property Services Pty Ltd as the leasing agent for the Project for a 15 month engagement with a nine month option under the attached remuneration model (refer Confidential Attachment 2).

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Tender Consideration Plan 🗓 🖺
	CONFIDENTIAL
2.	Proposed Terms of Engagement

Greg Thomas

PROJECT MANAGER

I concur with the recommendations contained in this report.

Sean Madigan

GENERAL MANAGER - COORDINATION AND PERFORMANCE

"Together, we proudly enhance the quality of life for our community"



NICHOLAS \$ Ipswich Central

Tender Consideration Plan:

Appointment of Retail Leasing Agent, Nicholas St – Ipswich Central Project

6 May 2020











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BACKGROUND

At the 27 June 2019 Special Council meeting, Council adopted a resolution to adopt the Tender Consideration Plan ("TCP") and to appoint Ranbury Property Services Pty Ltd ("Ranbury") as the retail leasing agent for the Ipswich Central CBD Transformation Project, now referred to as the Nicholas St – Ipswich Central Project (the "Project"). An agreement was then executed between Ipswich City Council ("ICC") and Ranbury for retail leasing agency services, ending 30 March 2020.

As the prior agreement between ICC and Ranbury for retail leasing agency services ended 30 March 2020, ICC is required to appoint or reappoint a leasing agent for the Project beyond this date. To ensure consistency in the delivery of the leasing strategy and to maintain market confidence in relation to the leasing opportunities and the broader Project, a detailed TCP has been prepared in relation to ICC not undertaking a full tender process for the appointment of a leasing agent and recommends the appointment of Ranbury.

Appointment of Retail Leasing Agent by Ipswich City Council (after 30 March 2020)

The original agreement between ICC and Ranbury had an expiry date of 30 March 2020. The Master Program issued to ICC in June 2019 reflected Retail Development construction being completed by the end of Q2 2020. It was also envisaged that as of 30 March 2020, the majority of leasing opportunities would be identified and advanced to Agreement for Lease ("AFL") stage and that as a result, Ranbury's leasing services would no longer be required.

Since June 2019, there have been a number of factors which have resulted in significant delays to the Retail Development design and construction works program including:

- The preparation and adoption by Council at its 28 October 2019 Ordinary Council Meeting of a
 detailed development and divestment strategy for the various Project retail, commercial and
 entertainment assets (informed by market sounding and financial analysis conducted by
 KPMG). This report recommended funding the development of the retail, commercial and
 entertainment assets in a staged approach designed to achieve the key Project objectives:
- Following retail strategy's adoption, there was an ongoing process to review the most suitable
 construction procurement options for the retail works, with Hutchinson Builders considered to
 undertake the works as a variation to their existing contract with ICC;
- Impact of Covid-19 on new and ongoing negotiations with prospective future tenants to secure lease deals: and
- Delays in progressing the anchor tenant to AFL, a precursor to construction of the Retail Development commencing.

As of April 2020, the Project program reflects retail construction finalised and tenancies fitted out and open for trading by the end of June 2021. This timeline may extend further depending on developments with issues such as Covid-19 and the timing of commencement of Retail Development works

To ensure continuity of the retail leasing program, if approved by Council, it is proposed that ICC enter into a new agreement with Ranbury to deliver the remaining Project retail leasing services. An interim engagement up to a maximum of three months (until 30 June 2020) is currently in place with Ranbury to provide continuity of retail leasing activities (limited to discussions and negotiations) with existing contacts and potential tenants.



To retain the momentum of in the delivery of the leasing strategy and to maintain market confidence in relation to the leasing opportunities and the broader Project, a detailed TCP has been prepared. A Council adopted TCP will remove the requirement for ICC to undertake a full tender process and allow for the immediate appointment of Ranbury as leasing agent for a period encompassing leasing agency requirements for the Project.

A detailed proposal for the further engagement of Ranbury (including the remuneration model) is included in confidential Attachment 2 subject to final negotiations with Ranbury.

To date Ranbury have performed above expectations in the level of interest generated for the redevelopment as well as the progress with individual tenancies within the current environment.

OBJECTIVES

This tender consideration plan is intended to fulfil the following objectives:

OBJECTIVES ICC's retail leasing responsibilities should proceed in a timely manner with continuity of market and tenant activity, delivery of the leasing strategy and continued market confidence in the Project Document ICC's decision not to seek quotes or tenders and to appoint a retail leasing agent Consideration of the five (5) sound contracting principles outlined in the Local Government Act 2009 Key risks associated with appointing the leasing agent be identified and mitigated



3. HOW WILL OBJECTIVES BE ACHIEVED

The objectives identified for the TCP in section 2 will be achieved by the actions detailed in the following table:

	OBJECTIVE	ACHIEVED BY
1	ICC's retail leasing responsibilities of should proceed in a timely manner with continuity of market and tenant activity, delivery of the leasing strategy and continued market confidence	The proposed appointment of the existing retail leasing agent for the Project will enable the timely continuation of the redevelopment and retail leasing strategies. The appointment ensures there are no delays or periods of time in which a leasing agent is not appointed, momentum is maintained in relation to current possible tenant activity generated and there is no market uncertainty created if ICC was to put out a new open tender to procure a leasing agent.
2	Document ICC's decision not to seek quotes or tenders and to appoint a retail leasing agent	This plan outlines the objectives and reasons to support the recommendation to appoint the existing retail leasing agent for the Project without undertaking a prior quote or tender process, ensuring consideration is given to the sound contracting principles.
3	Consideration of the five (5) sound contracting principles outlined in the Local Government Act 2009	In 2018, Ipswich City Properties Pty Ltd ("ICP") engaged an independent organisation, Whittaker Property Group, to provide recommendations on the most appropriate leasing agent and strategy to achieve the agreed goals. The process, including assessment of potential agencies and seeking written proposals from a shortlist of potential agents, was undertaken by the independent specialist is aligned with the sound contracting principles.
4	Key risks associated with appointing the leasing agent be identified and mitigated	Evaluate levels of various risk profiles with mitigation strategies to be implemented.



HOW WILL ACHIEVEMENTS BE MEASURED

The following table details the measurements required to confirm objectives are achieved:

		OBJECTIVE ACHIEVED BY	MEASUREMENT
	1	ICC's retail leasing responsibilities of should proceed in a timely manner with continuity of market and tenant activity, delivery of the leasing strategy and continued market confidence	Monitored by achievement of the leasing strategy, the level of tenant interest generated and transitioned to Heads of Agreement and executed Agreements for Lease/Leases. The operations of Ipswich City Square are now under the management of the Coordination and Performance Department which will be responsible for the ongoing delivery of services.
	2	Document Council's decision not to seek quotes or tenders and to appoint a retail leasing agent	Acceptance of this plan and recommendations by Council.
3	3	Consideration of the five (5) sound contracting principles outlined in the <i>Local Government Act 2009</i>	The delivery of services by the retail leasing agent as part of the Project will be managed and monitored by the project team in accordance with the agreed retail strategy.
appointing the leasing		Key risks associated with appointing the leasing agent be identified and mitigated	Ensure mitigation strategies provide significant effect on reducing the evaluated risk level.

5. IDENTIFICATION & ANALYSIS OF ALTERNATIVES:

The alternative option is for ICC to undertake a new tender process for the appointment of a retail leasing agent. The timeframes of undertaking this process would mean that the occupancy of retail spaces following the redevelopment could be delayed and may have an adverse effect on the overall successful delivery of the Project. As market sounding and engagement of prospective tenants has been occurring, changing leasing agents would have an adverse effect on market confidence in the Project's ability to deliver the agreed leasing strategy. There would be also a risk in leasing contacts being lost with prospective tenants (some of who may be quite advanced in the negotiation process).

In addition, to minimise the risks of the project, ICC needs to ensure that the intellectual property, knowledge, etc. generated as part of the existing leasing agents activities is retained.



PROPOSED TERMS OF CONTRACTS

The recommendation is to appoint Ranbury as the leasing agent on an exclusive basis. The proposed term of appointment is for 15 months, commencing 1 June 2020 and end on 30 August 2021 (with a nine month option to extend should services be required past that date). It is proposed that the arrangement may be terminated in writing with 30 days' notice, or less if both parties agree. The interim three month agreement currently in place will be cancelled immediately once the associated contractual documentation for the new arrangement has been executed.

Contractual form of engagement will be via an ICC Professional Services Contract.

The details (commission, scope, etc.) of the proposed ICC appointment of Ranbury are as per confidential Attachment 2.

RISK ANALYSIS OF MARKET FROM WHICH SERVICES ARE TO BE OBTAINED:

The key risks identified when assessing the market from which the services are obtained are the ability for the Project to continue without further delay and to ensure that ICC retains the intellectual property and leasing contacts associated with the existing leasing program. Further project delays will result in an increase in the overall net cost to ICC.

In addition, if the current retail leasing agent is not appointed by ICC, then the risk of not successfully delivering the project on schedule would be higher as the project knowledge amassed in relation to the leasing of future redeveloped retail spaces will not be retained.

The following general risks and mitigation strategies have been identified in relation to ICC appointing a leasing agent:

Financial Risk		Risk Level	
Event	Ranbury tries to request a revision of their fee as part of the re-engagement		
Likelihood	Rare	Low	
Consequence	Minimal		
Mitigation	canbury has proposed new financial arrangements, however this is to address oncerns raised by both parties to ensure a fair agreement is reached beneficial both in the current environment. It is not envisaged that a major dispute will occur.		

Legal & Governance		Risk Level
Event	Nil	
Likelihood		N/A
Consequence		
Mitigation	Engagement will be via a standard ICC Professional Services Agreement.	



Political / Reputation Risk Level				
Event	No leasing agent was appointed or agent did not accept appointment			
Likelihood	Rare			
Consequence	Minimal			
Mitigation	Ranbury are keen on continuing to provide retail leasing agency services to ICC. It is essential that the continuity of the Project leasing strategy is maintained, through appointment of a retail leasing agent as soon as possible.			

Community and Environment Risk Level		
Event	None	
Likelihood	N/A	N/A
Consequence	N/A	
Mitigation	There is no perceived Community or Environmental risk due to delivering the objectives of this TCP.	

Health & Safety		Risk Level
Event	None	
Likelihood	N/A	N/A
Consequence	N/A	
Mitigation	There is no perceived Health & Safety risk due to delivering the objectives of this TCP.	

Service Delivery / Business Continuity Risk Level				
Event	Delay in executing ICC Professional Services Contract			
Likelihood	Unlikely Moderate			
Consequence	Consequence Moderate			
Mitigation	The Ranbury Group are familiar with this contract template and previously advised ICC they have no objections to executing such an agreement.			

Information Conf	Risk Level				
Event	Information and Knowledge of the Project not transferred to ICC				
Likelihood	Possible Moder				
Consequence	e Moderate				
Mitigation	The strategy document and other activities and reports produced to date by the Consultant have been supplied to the Project Team. The proposal under this TCP to appoint the same agent as currently engaged by ICC ensures consistency of information and knowledge.				



8. SUMMARY

To ensure continuity of the Project leasing strategy, prospective tenant engagement and market confidence in the Project, it is recommended that ICC appoint Ranbury Property Services Pty Ltd as the leasing agent for the Project for a 15 month engagement with a nine month option under the attached remuneration model (refer confidential Attachment 2).

Doc ID No: A6207554

ITEM: 13

SUBJECT: DEVELOPMENT APPLICATION RECOMMENDATION - 143, 143A, 163 BRISBANE

STREET, 23, 24 IPSWICH CITY MALL AND 2 (LOT 1) BELL STREET, IPSWICH - 10301/2019/CA - MATERIAL CHANGE OF USE FOR A BUSINESS USE,

ENTERTAINMENT USE, RECREATION USE & SHOPPING CENTRE

AUTHOR: SENIOR PLANNER (DEVELOPMENT)

DATE: 1 MAY 2020

EXECUTIVE SUMMARY

This is a report concerning a development application seeking approval for a material change of use for a business use, entertainment use, recreation use and shopping centre, predominantly to be undertaken within existing, refurbished buildings, which forms part of the redevelopment of the Nicholas Street and Union Place precinct by Ipswich City Council.

The subject application requires review by the General Purposes Committee and determination by Full Council in accordance with the Framework for Development Applications and Related Activities Policy as the application has been made by Council, and does not relate to the provision of standard local government infrastructure. Further, the application is considered a Sensitive Development Matter and is required to be reviewed by an Independent Decision Review Panel.

The proposed development has been assessed with regard to the applicable assessment benchmarks. The proposed development generally complies with the assessment benchmarks or can be conditioned to comply as outlined in the attached Statement of Reasons.

RECOMMENDATION/S

That Council resolve to approve development application no. 10301/2019/MCU subject to conditions in accordance with section 60 of the *Planning Act 2016*.

RELATED PARTIES

- Ipswich City Council (Applicant and Landowner)
- Queensland Rail Ltd (Landowner)
- Cardno (Qld) Pty Ltd (Town Planning Consultant) The directors of this company as extracted from the ASIC database are Peter Barker, Jesus Templado, Mark Richards, Natalie Muir and Robert Marshall. The primary contact is Leisa Sinclair.

- Ranbury Management Group Pty Ltd (Project Manager) The directors of this
 company as extracted from the ASIC database are Ross Hunter, Brett Magnussen,
 Scott Kennelly, and Peter Driml. The primary contact is Bob Newberry.
- BVN Group (Architect)WSP (Acoustic Consultant)
- Dewpoint Group (Air Quality Consultant)

ADVANCE IPSWICH THEME

Managing growth and delivering key infrastructure

PURPOSE OF REPORT/BACKGROUND

SITE ADDRESS: 143, 143A, 163 Brisbane Street, 23, 24

Ipswich City Mall and 2 (Lot1) Bell Street,

IPSWICH QLD 4305

APPLICATION TYPE: Material Change of Use

PROPOSAL: Business Use, Entertainment Use,

Recreation Use & Shopping Centre

ZONE: CBD Primary Retail

OVERLAYS: OV5 (adopted flood regulation line), OV7A

(building height restriction area 45m & transitional surface) and OV7B (8km existing committed urban townships

buffer)

APPLICANT: Ipswich City Council

OWNER: Ipswich City Council Program 31

EXISTING OR PROPOSED TRADING NAMES: Nicholas Street Ipswich Central

APPLICATION NO: 10301/2019/MCU

AREA: 29,181m²

REFERRAL AGENCIES: Department of State Development,

Manufacturing, Infrastructure and Planning

EXISTING USE: Shopping Centre

PREVIOUS RELATED APPROVALS: 2229/17/RAL 1 lot into 3 lots

4583/17/MCU Business Use and

Community Use (Office Tower) – Council

Administration Building

995/18/MCU Business Use (Cafe,

Restaurant and/or Hotel) and Community
Use (Library and Visitor Information Centre)

DATE RECEIVED: 11 December 2019

DECISION PERIOD START DATE: 29 April 2020 **EXPECTED DETERMINATION DATE:** 18 June 2020

SITE LOCATION:



Figure 1 - Site Locality

PROPOSAL:

The applicant seeks approval for a material change of use – business use, entertainment use, recreation use and shopping centre located at the Site Address referenced above. The proposed development forms an integral part of the overall Ipswich Central redevelopment project and will consist of four (4) defined precincts, as follows:

- Precinct A 143 and 143A Brisbane Street;
- Precinct B Venue;
- Precinct J Metro B; and
- Precinct K Metro A.

Notably, Precinct F – Library/Civic, which is wholly contained within Lot 1 SP300605 is included as part of the application, however, a previous development application (995/18/MAMC/A) has approved land uses in this area and the majority of the works are being undertaken as Municipal Works by Council and therefore do not require a development permit in accordance with the Planning Regulation. This property has been included as part of the application as it facilitates access between Nicholas Street and Union Place, and contains the existing car park and loading/unloading areas (accessed via Bremer Street), which service the buildings and uses subject to the application.

The proposal seeks to re-use and refurbish a number of existing commercial buildings, and includes the modernisation of building facades in Nicholas Street, Bell Street and Union Place to align with the overall intent of the wider Ipswich Central redevelopment. The proposal results in 2,564m² of additional Gross Floor Area (GFA), which is achieved primarily

through the conversion of existing internal voids and mall areas to GFA, with one minor expansion to the building footprint proposed to remove the void between the site and the adjoining ICON building on Bell Street. It is likely that further changes to the internal layout of the buildings will occur as leasing is finalised and tenancies are sized and fitted out to suit user needs. The application approaches the use of the buildings with flexibility, and a number of land uses have been nominated for the tenancies within each precinct to assist with tenanting the buildings. The full suite of uses proposed within each tenancy are included in the set of recommended approved plans. The recommendation does not restrict the combination or GFA of any particular use operating at any one time from any of the buildings, and no limitations in this regard are required as all proposed uses are anticipated and encouraged within the zone, and are appropriately serviced by existing infrastructure. The proposed uses and precincts may be sequenced and delivered together or separately in any order and in any combination as the applicant chooses.



Figure 2 – Precinct Map

Figure 2 outlines each of the four (4) precincts relevant to this application. A detailed description of the assessable development in each precinct is set out below:

Precinct A

This precinct involves the reorganisation of the internal space on the ground floor of the existing building on the corner of Brisbane Street and Nicholas Street (Ipswich City Mall) to

accommodate a new tenancy fronting Nicholas Street (Ipswich City Mall). This tenancy will be approved to be used for:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- an indoor recreation use such as a gymnasium, personal training studio, learn to dance studio etc.

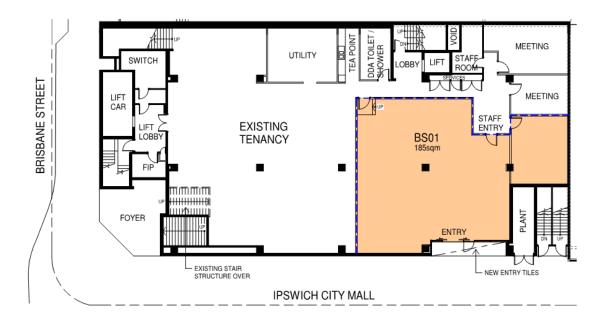


Figure 3 - New Tenancy in Precinct A

Precinct B

This precinct involves the reconfiguration of the lower floor (Nicholas Street level) of the existing building bound by Nicholas Street, Brisbane Street and Ellenborough Street to support the provision of a large new indoor recreation use, retention of the existing pharmacy and an additional tenancy. The intended tenant of the large indoor recreation use is an operator of an indoor go-kart facility. The fit out of this tenancy would involve the construction of an indoor track and supporting facilities (storage, servicing, and administration) that can accommodate a total of 16 karts at any time, as per Figure 4 below. The new tenancy will front Brisbane Street and will be approved to be used for:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- an indoor recreation use such as a gymnasium, personal training studio, learn to dance studio etc; or
- an entertainment use such as a club, amusement parlour, theatre etc.

The large indoor recreation (go kart) tenancy involves the operation of multiple petrol powered vehicles within the confines of the existing building. The storage location for the fuel sources of the karts is unknown, as is the quantity of fuel to be stored on site. As such, the standard hazardous substances condition is included to ensure that substances such as

petrol/gas/chemicals are stored in accordance with the *Work Health and Safety Act 2011*. It is not expected that the quantities would trigger an environmental authority.

In order to demonstrate there would be no resulting adverse amenity impacts resulting from this use, the applicant has provided an acoustic assessment and an air quality technical note. The acoustic assessment recommends the implementation of various design and operational measures, including the installation of an airlock at the Nicholas Street entry, the requirement for the loading dock doors to remain closed during operation of the go-karts and particular material specifications for doors, partitions and ceilings to achieve the required acoustic rating. Certification will be required to be submitted prior to the commencement of the use demonstrating that works have been undertaken in accordance with the acoustic assessment.

The applicant has also provided a technical note that establishes a framework for how to address potential air quality impacts associated with the proposed use. This framework takes into consideration only one type of potential emissions associated with the go karts. As such, the requirement to undertake the recommendations associated with this assessment were not considered robust enough to ensure acceptable limits for all emissions are achieved. Accordingly, conditions require the submission of certification to ensure that compliance with the relevant Work Australia – Workplace Exposure Standard for Airborne Contaminants is met for both the design of any ventilation and the operation of the facility based on final operational details once established.

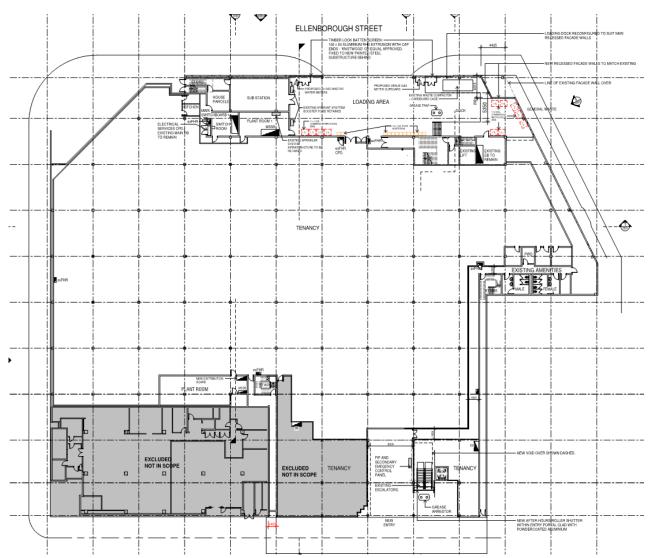


Figure 4 – Precinct B Lower Floor Plan

On the ground floor (Brisbane Street level), it is proposed to raise part of the roof to accommodate an additional two (2) cinemas, giving a total of eight (8) cinemas, and upgrade parts of the existing cinema complex. It is considered that the addition of two (2) cinemas to the existing cinema complex is consistent with the outcomes sought by the planning scheme, which seek a vibrant retail core in the Ipswich Central Business District, specifically seeking cinemas within the area around d'Arcy Doyle Place.

Two (2) new tenancies are also proposed to sleeve the cinema complex, fronting Brisbane Street. These tenancies are approved to be used for:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- indoor recreation uses such as a gymnasium, personal training studio, learn to dance studio etc; or
- entertainment uses such as a club, amusement parlour, theatre etc.

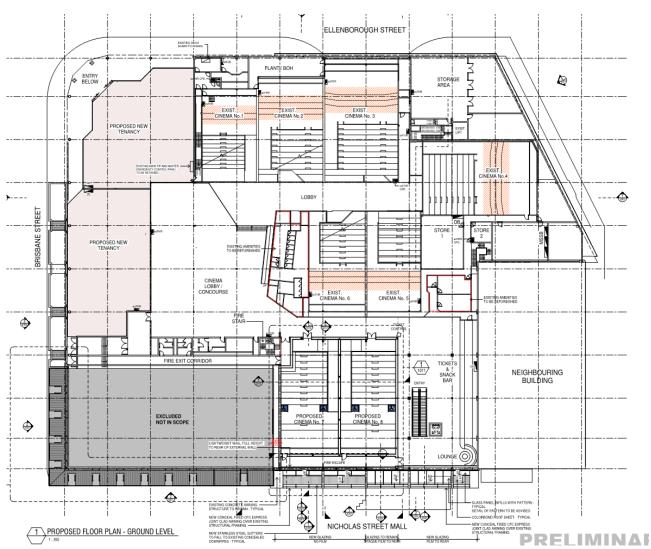


Figure 5 – Precinct B Ground Floor Plan

Works also include the widening of Bottle Alley at the Ellenborough Street entrance, allowing for activation of tenancies at the Nicholas Street entrance and the modification of the existing loading and service area to open up sight lines to and from Bottle Alley. These works are required owing to the existing surveillance issues which currently exist for pedestrians utilising Bottle Alley. This pedestrian connection is used by the public, including a large volume of school age children, when travelling on foot from the Ipswich Railway Station to Ellenborough Street and areas further west. There is currently very little if any ability to maintain a sight line from Ellenborough Street and Nicholas Street into the pedestrian connection, thereby leaving the potential for crime and antisocial activities to occur out of sight. Owing to the adjacent rail corridor and a building under separate private ownership, the potential for works in this location to completely solve the surveillance issues are limited, but the proposed works will substantially improve the situation by allowing far greater casual surveillance of the connection from Nicholas Street and Ellenborough Street.

Precinct J

Precinct J includes the existing buildings bound by Bell Street, Union Place and Nicholas Street (Ipswich City Mall). Proposed works within this precinct involve the creation of a new

internal mall connecting Nicholas Street and Bell Street as well as a mall connecting to the Bell Street office tower to Precinct K, which adjoins this building to the south. A number of tenancies of various sizes are proposed within this precinct, and the majority have been designed to have frontage to either Nicholas Street, Union Place or Bell Street. These works coincide with works within Precinct F and the adjoining road reserve to accommodate outdoor dining areas for tenancies fronting Union Place. It is noted that the existing improvements at the lower ground level and the foyer/amenities associated with the Bell Street office tower are retained. The tenancies along Union Place and Nicholas Street will be approved to be used for various business uses such as cafe, fast food premises, restaurant or shop to facilitate the creation of a dining precinct. The remainder of tenancies are approved for the following uses:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- indoor recreation uses such as a gymnasium, personal training studio, learn to dance studio etc.

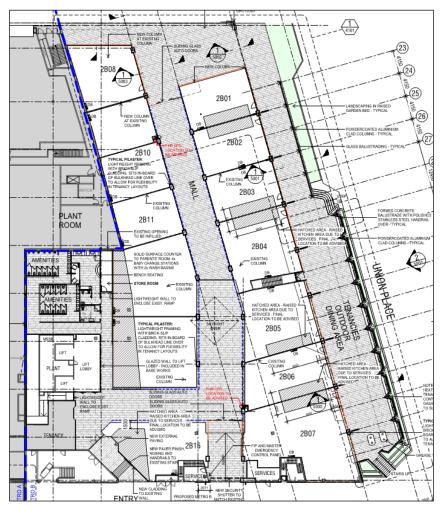


Figure 6 - Precinct J Ground Floor Plan

Precinct K

Proposed works within this precinct involve the creation of a new internal mall on the ground floor (Nicholas Street level) connecting adjacent Precinct K to the north, which could potentially extend through to the existing Icon Building which adjoins the southern property boundary. The lower ground floor (Bell Street level) will consist of a single tenancy, which will be accessible from Bell Street at grade and from Nicholas Street via a new entry lobby including escalators and a lift. The ground level will consist of a various sized tenancies and the existing office on the first floor will be retained. Other works associated with the precinct could also involve the demolition of the existing pedestrian Bridge connecting the Health Plaza over Bell Street, however these works do not form part of the subject development application and is not required to be removed to facilitate the proposed development. The existing loading dock, turntable and other servicing facilities will be retained at the lower ground level. Tenancies along Nicholas Street will be approved to be used for:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- indoor recreation uses such as a gymnasium, personal training studio, learn to dance studio etc; or
- entertainment uses such as a club, amusement parlour, theatre etc.

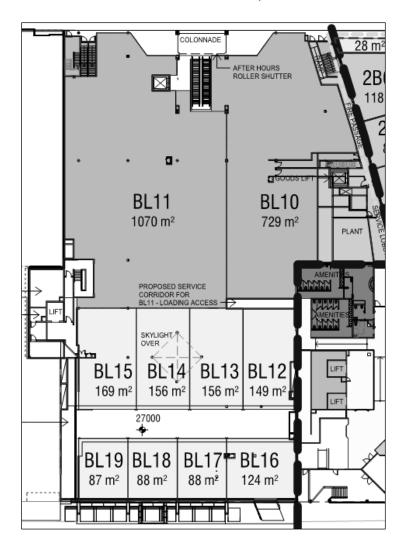


Figure 7 – Precinct K Ground Floor Plan

The lower level tenancy along Bell Street will be approved for the following uses:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- an indoor recreation use such as a gymnasium, personal training studio, learn to dance studio etc.

All other proposed tenancies within this precinct will be approved for use as offices, shops or indoor recreation type uses.

No changes to the existing vehicular parking and access arrangements are proposed as part of this application. Car parking for the development will be provided via the existing car park within Precinct F. This car park was originally constructed to service the uses as part of the previous redevelopment of the precinct in the late 1980's and will continue to service the existing, refurbished buildings. Dedicated loading/services areas for the development exist on Bremer Parade, Ellenborough Street, Bell Street and signed on-street loading zones throughout the precinct, and are all retained as part of the proposed development. It is considered that the existing parking and servicing arrangements are sufficient to service the proposed development. The number of vehicular parking spaces existing are compliant with the requirements of the Parking Code having regard to the proposed uses, and the buildings are well serviced by bus and rail facilities and in a city centre environment, where many customers are likely to access uses on foot and undertake single trip, multi-purpose activity centres.

Hours of operation proposed across all precincts subject to this application are 6:00am to midnight daily, which is consistent with the Planning Scheme for this zone.

The development has been designed to ensure that the building promotes activation of frontages through the inclusion of glass and active pedestrian and customer entry points. In order to ensure that this is activation is achieved, a condition has been included that will require all glass and all entry points to remain transparent and active, with no tinting or retail advertising posters or any other materials that would reduce the casual surveillance opportunities from these premises. Additionally, awnings have been retained and are to be refurbished along the frontages of Brisbane Street, Nicholas Street, Union Place and Bell Street.

OTHER RELEVANT INFORMATION:

Appropriateness of Proposed Uses

The properties subject to this application are located within the CBD Primary Retail Zone of the *Ipswich Planning Scheme 2006*. The outcomes sought for this zone in the planning scheme include a vibrant retail core for the Ipswich Central Business District, and can include:

- higher order comparison retail;
- major department stores and discount department stores;

- entertainment, recreation, leisure, cultural and community facilities including museums, galleries, cinemas, clubs and meeting places particularly within the area around d'Arcy Doyle Place;
- food, beverage and dining facilities, including alfresco dining; and
- convenience retail for office workers, visitors and inner city residents.

The proposed development allows for the realisation of the outcomes sought by the planning scheme, primarily within refurbished buildings and utilising existing access, car parking and servicing areas. The range of uses proposed allows flexibility of future uses and configurations to ensure that a vibrant and dynamic mix of land uses and activities is created which support 'around the clock' activity and high levels of use and visitation by inner City residents, outer suburbs residents and visitors to the City. In conjunction with the suite of works proposed across the wider Ipswich CBD redevelopment the proposed development supports the position of the Ipswich CBD as the principal regional activity centre in the Ipswich LGA.

Development Constraints

The subject site is partially affected by the adopted flood regulation line (AFRL). Notwithstanding all proposed buildings and essential services are located above the AFRL. Although the vehicle access to the existing parking area from Bremer Street is located below the AFRL, alternative flood free access is provided to all precincts via Union Place, the Ipswich City Mall (Nicholas Street), Brisbane Street, Bell Street and Ellenborough Street.

With regard to the State Planning Policy, the proposal complies with the interim assessment benchmarks relating to hazards, risk and resilience on the basis that all proposed use areas are outside of the risk area. While the vehicular parking area is affected by the adopted flood regulation line, this is an existing situation and only changes to internal manoeuvring and an additional access point to the plaza level are proposed as part of upgrade works. The further regulation of this existing situation to increase its flood immunity would be unreasonable from a planning approval perspective.

Municipal Works

There are a significant amount of works occurring as municipal works as part of the wider Ipswich CBD redevelopment which do not form part of this application, as follows:

- Ipswich City Mall (Nicholas Street) and Union Place Mall are proposed to be opened to vehicular traffic;
- Bremer Street, including the signalised intersection at the entrance to the car park, is to be upgraded;
- The large civic area at the end of Nicholas Street is proposed to be constructed and embellished as an urban park.

The proposed roadworks will not require operational works approval as they are being undertaken by a public sector entity, in this instance the local government. In accordance with schedule 6 of the *Planning Regulation 2017* operational works carried out by or for a public sector entity are prohibited from being stated as assessable development by a local categorising instrument.

Union Place and the Ipswich City Mall (Nicholas Street) road reserve do not currently entirely front the development site. The applicant has indicated that they will seek to reinstate the road along the Ipswich City Mall (Nicholas Street) and Union Place to connect Brisbane Street and Bell Street separate to this development proposal. Notwithstanding, as access is proposed from the site to both Union Place and the Ipswich City Mall (Nicholas Street), recommended conditions of approval require this link to be open to the public prior to the commencement of the use. Additionally, recommended conditions of approval also require the urban park to be completed prior to the commencement of the use as the approved uses and park are intended to function as an integrated precinct.

Public Art

Although the overall gross floor area of the proposed development exceeds the threshold for Public Art in accordance with *Implementation Guideline No. 31 Public Art Provision by Major Developments*, the additional floor area proposed does not exceed 6,000m² and the application involves the re-use of existing buildings. Accordingly, it is not considered reasonable to require the provision of Public Art in accordance with the relevant planning scheme guideline. Despite this, some of the objectives of the guideline will still be achieved through the wider Ipswich CBD redevelopment, which involves the development and commissioning of a number pieces of public art throughout the precinct.

Owners Consent

During the application process, Council as assessment manager received correspondence by Gadens on behalf of an undisclosed client which outlined issues with the owner's consent supplied by Queensland Rail as part of the application. The correspondence alleged the application was never properly made and needed to be remade with the correct consent provided. The applicant was asked to supply information in relation to the correspondence and amended consent was supplied by Queensland Rail. The applicant provided a response to the correspondence by Gadens, which addressed the issues raised.

Currency Period

The applicant did not request a particular currency period as part of the application. Accordingly, a six (6) year currency period has been recommended which is the default currency period should one not be stated in accordance with section 85(1)(a)(ii) of the *Planning Act 2016*. Should any part of the proposal commence within this period, the application in its entirety will not lapse.

Stormwater (including Water Quality)

The proposed development involves the reconfiguration of existing buildings and will not result in an increase in the impervious area provided. Existing stormwater arrangements will be utilised without alteration. As discussed above, the works within the road reserve are being undertaken as municipal works and not pursuant to the subject development approval.

NOTICE ABOUT THE DECISION (STATEMENT OF REASONS):

In accordance with section 63 of the *Planning Act 2016*, a 'notice about the decision' is required for this application. Accordingly, a Statement of Reasons is included with this decision. This Statement of Reasons provides the justification for Council's decision.

The relevant assessment benchmarks which have been applied for the purposes of this assessment are as follows:

Categorising Instrument	Assessment Benchmarks
State Planning Policy July	Planning for liveable communities and housing
2017, Part E	Planning for economic growth
	Planning for environment and heritage
	Planning for safety and resilience to hazards
	Planning for infrastructure
Ipswich Planning Scheme	City Centre Code (Part 5)
2006	Development Constraints Overlays Code (Part 11, division
	4)
	Commercial and Industrial Code (Part 12, division 7)
	Parking Code (Part 12, division 9)
	Recreation and Entertainment Code (Part 12, division 11)

The application has also been assessed having regard to the relevant matters identified in section 27 of the *Planning Regulation 2017* in accordance with section 45(3)(b) of the *Planning Act 2016*.

INFRASTRUCTURE CHARGES:

The site is identified within a deemed demand area pursuant to the Ipswich Adopted Infrastructure Charges Resolution. In accordance with Schedule 5 – Deemed Demand for the Deemed demand Area of the *Ipswich Adopted Infrastructure Charges Resolution* (No. 1) 2019, when a site is located within the CBD Primary Retail Zone, the deemed demand is calculated in accordance with the Commercial (retail) category at a rate of 40,000m² GFA/ha.

The deemed demand for the proposed use does not exceed the calculated deemed credit and therefore infrastructure charges for Council's infrastructure networks are not applicable to the proposed development.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: *Planning Act 2016*

RISK MANAGEMENT IMPLICATIONS

A risk to Council exists should the proposal not be determined in accordance with legislative requirements. The assessment and subsequent recommendations have been prepared to minimise the risk.

As Council is both the applicant and the assessment manager in relation to this application there is a risk of influence on decision making via a potential conflict of interest. In order to mitigate this risk and as part of the establishment of the new governance framework for processing development applications and development related activities, the draft recommendation was referred to the Independent Decision Review Panel in accordance with the related policy and procedure. The External Consultation section of the report discusses the results of this review in detail.

FINANCIAL/RESOURCE IMPLICATIONS

This reports relates to Council acting in its capacity as the assessment manager for development applications. The development application fee was paid to cover Council's costs in this regard and as such, there are no financial or resource implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

The development application is code assessable, and was therefore not required to follow the public notification process pursuant to the Planning Act. Notwithstanding, all relevant application material is accessible via Council's PD Online service, and an Ipswich First article was released when the development application was lodged. Council as assessment manager did not receive any written submissions in relation to the application, other than the correspondence by Gadens discussed above.

REFERRAL AGENCY

The Department of State Development, Manufacturing, Infrastructure and Planning are a referral agency for the application, owing to be the site being located adjacent to a state transport corridor (Ipswich Railway Line) and adjacent to a Queensland Heritage Place. The department provided a response dated 6 March 2020, which included conditions that must be attached to any approval (refer to Attachment 7). Noteworthy conditions of approval include ensuring that works do not encroach upon or cause damage to the railway corridor through the implementation of a maintenance management plan, construction management plan and conducting vibration modelling and a dilapidation survey.

INTERNAL CONSULTATION

The application and common material was presented to Council's Initial Development Assessment Panel (consisting of various representatives from across the organisation) for review upon lodgement. At this meeting, it was determined that internal referral was required to the Engineering, Health and Environment Branch, primarily owing to the proposal for the indoor go kart facility. An environmental assessment was prepared on 5

May 2020 including recommended conditions of approval relating to acoustic management, air quality and hazardous substances in relation to the go kart tenancy. These recommended conditions of approval were further reviewed and improved through the Independent Decision Review Panel process. As the proposal largely involves the re-use of existing buildings, further detailed technical assessments were not required.

EXTERNAL CONSULTATION

The development application is classified as a Sensitive Development Matter and therefore requires review by an Independent Decision Review Panel prior to being determined, in accordance with the Council policy titled Framework for Development Applications and Related Activities. The Independent Decision Review Panel has been selected in accordance with the related procedure, and contains only one member, being Wendy Evans (Town Planner and Planning and Environment Lawyer, employed as a Partner by AJ & Co). In this instance, it was appropriate to select only one member for the panel, as the application utilises existing buildings and infrastructure, and there are therefore limited technical aspects associated with the proposal which require additional input.

The draft recommendation was provided to the Independent Decision Review Panel on 5 May 2020 (refer to Attachment 1), and the Independent Decision Review Panel Report was received on 8 May 2020 (refer to Attachment 2). The panel concluded that it is satisfied with the intention of the proposed Council recommendation, that being to recommend approval of the application subject to conditions.

In addition to the core issue – being the suitability of the recommendation, the panel recommended a number of further considerations and amendments the officer report, and also the draft conditions – to ensure the decision is completely robust. For the most part, the matters raised by the panel relate to the provision of further supporting information and explanation in relation to noise and air quality aspects of the recommendation, and recommend some of the conditions are altered to provide increased clarity. An annotated version of the Decision Review Panel Report is also attached which identifies the acceptance of each of the recommendations and in specific circumstances, how the officers assessment has addressed the recommendations of the panel (Attachment 3).

All matters raised by the panel have been addressed throughout this report and in the Draft Decision Notice, Assessment Manager Conditions, Statement of Reasons and Draft DA Plans Approved (refer to Attachment 4, 5 and 6).

CONCLUSION

An assessment of the proposed material change of use for a business use, entertainment use, recreation use and shopping centre has been undertaken and it has been determined that the proposed development generally complies with the assessment benchmarks or can be conditioned to comply as outlined in the attached Statement of Reasons. It is therefore recommended that this development application be decided in accordance with the recommendations and attachments of this report.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

- 1. Application Material to Independent Decision Review Panel J.
- 2. Independent Decision Review Panel Report 🗓 🖼
- 3. Assessment Manager Response to Independent Decision Review Panel Report U
- 4. Draft Decision Notice and Assessment Manager Conditions 🗓 🖺
- 5. Draft Statement of Reasons J
- 6. Draft DA Plans Approved J
- 7. Department of State Development, Manufacturing, Infrastructure and Planning Referral Agency Response J

Grant Johnson

SENIOR PLANNER (DEVELOPMENT)

I concur with the recommendations contained in this report.

Mitchell Grant

DEVELOPMENT ASSESSMENT CENTRAL MANAGER

I concur with the recommendations contained in this report.

Brett Davey

DEVELOPMENT PLANNING MANAGER

I concur with the recommendations contained in this report.

Peter Tabulo

GENERAL MANAGER (PLANNING AND REGULATORY SERVICES)

"Together, we proudly enhance the quality of life for our community"

Your reference

 Our reference
 10301/2019/MCU: GJ

 Contact Officer
 Grant Johnson

 Telephone
 (07) 3810 7540

Wendy Evans

AJ & Co Laywers

wendy@ajandco.com.au

5 May 2020

Dear Wendy



Ipswich City Council

45 Roderick St PO Box 191 Ipswich QLD 4305 Australia

Tel (07) 3810 6666 Fax (07) 3810 6731

 Email
 council@ipswich.qld.gov.au

 Web
 www.ipswich.qld.gov.au

Re: IDRP Application Material and Council Recommendation

Application No: Application No: 10301/2019/MCU

Proposal: Proposal: Material Change of Use - Business Use, Entertainment

Use, Recreation Use & Shopping Centre

Property Location: Property Location: 143, 143A & 163 Brisbane Street, 23 & 24

Ipswich City Mall, 2 Bell Street, IPSWICH QLD 4305

I refer to your correspondence dated 29 April 2020. Thank you for confirming your availability as a chairperson for the Independent Decision Review Panel (IDRP). The purpose of this letter is to provide you with the draft Council recommendation and direct you to the application material for the application 10301/19/MCU for Material Change of Use - Business Use, Entertainment Use, Recreation Use & Shopping Centre.

The application material can be reviewed by using Council's PD Online service by following the link below and searching for Application Reference Number 10301/2019/MCU.

http://pdonline.ipswich.qld.gov.au/pdonline/Modules/ApplicationMaster/default.aspx?page=search

The draft Council recommendation is also attached.

It is requested that you review the Council proposed recommendation and formulate a view prior to finalising its recommendation report to the General Manager (Planning and Regulatory Services) by 8 May 2020.

The attached report template allows for a selection of one of three options:

IDRP agrees with officer recommendation (either approval or refusal);
IDRP agrees with officer recommendations, subject to change or inclusion of additional
conditions or reasons for refusal;

Ipswich City Council	Page 2
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☐ IDRP disagrees with officer recommendations.

Where the IDRP disagree with the proposed Council recommendation, a detailed discussion detailing the grounds for the differing view must be submitted to the General Manager (Planning and Regulatory Services).

If you have any queries regarding this letter, please contact Grant Johnson on the telephone number listed above.

Yours faithfully

Mitchell Grant

DEVELOPMENT ASSESSMENT CENTRAL MANAGER

Encl.
Council recommendation
IDRP report template

10301/2019/MCU:GJ

5 May 2020

MEMORANDUM

TO: DEVELOPMENT ASSESSMENT CENTRAL MANAGER – MITCHELL GRANT

FROM: SENIOR PLANNER (DEVELOPMENT) – GRANT JOHNSON

RE: DEVELOPMENT APPLICATION - CODE ASSESSMENT

PLANNING ACT 2016 - SECTION 45(3)

EXECUTIVE SUMMARY

This is a report concerning a development application seeking approval for a material change of use for a business use, entertainment use, recreation use and shopping centre, predominantly to be undertaken within existing, refurbished buildings, which forms part of the redevelopment of the Nicholas Street and Union Place precinct by Ipswich City Council.

The subject application requires review by the General Purposes Committee and determination by Full Council in accordance with the Framework for Development Applications and Related Activities Policy as the application has been made by Council, and does not relate to the provision of standard local government infrastructure. Further, the application is considered a Sensitive Development Matter and is required to be reviewed by an Independent Decision Review Panel.

The proposed development has been assessed with regard to the applicable assessment benchmarks. The proposed development generally complies with the assessment benchmarks or can be conditioned to comply as outlined in the attached Statement of Reasons.

RECOMMENDATIONS

- A. That the applicant be advised that development application no. 10301/2019/MCU is approved in full subject to the conditions specified in Attachment A.
- B. That the Statement of Reasons (notice about the decision in accordance with section 63(4) of the *Planning Act 2016*) as attached, be uploaded to Council's website.
- C. That the applicant be given approved plans for the development as specified in part 3 of the decision notice and included in Attachment B.
- D. That a copy of this decision be forwarded to the referral agency as outlined in the decision notice and a copy of the referral agency responses be given to the applicant as included in Attachment C.
- E. That a copy of this decision be forwarded to the Central SEQ Distributor-Retailer Authority and the Central SEQ Distributor-Retailer Authority be advised that an Infrastructure

Charges Notice may be applicable for charges relating to water and wastewater pursuant to section 119(3)(b) of the *Planning Act 2016*.

Attn: The Chief Executive Officer Queensland Urban Utilities GPO Box 2765 BRISBANE QLD 4001

RELATED PARTIES

- Ipswich City Council (Applicant and Landowner)
- Queensland Rail Ltd (Landowner)
- Cardno (Qld) Pty Ltd (Town Planning Consultant) The directors of this company as extracted from the ASIC database are Peter Barker, Jesus Templado, Mark Richards, Natalie Muir and Robert Marshall. The primary contact is Leisa Sinclair.
- Ranbury Management Group Pty Ltd (Project Manager) The directors of this company as extracted from the ASIC database are Ross Hunter, Brett Magnussen, Scott Kennelly, and Peter Driml. The primary contact is Bob Newberry.
- BVN Group (Architect)
- WSP (Acoustic Consultant)
- Dewpoint Group (Air Quality Consultant)

ADVANCE IPSWICH THEME

Managing growth and delivering key infrastructure

PURPOSE OF REPORT/BACKGROUND

SITE ADDRESS: 143, 143A, 163 Brisbane Street, 23, 24

Ipswich City Mall and 2 (Lot1) Bell Street,

IPSWICH QLD 4305

APPLICATION TYPE: Material Change of Use

PROPOSAL: Business Use, Entertainment Use,

Recreation Use & Shopping Centre

ZONE: CBD Primary Retail

OVERLAYS: OV5 (adopted flood regulation line), OV7A

(building height restriction area 45m & transitional surface) and OV7B (8km existing committed urban townships

buffer)

APPLICANT: Ipswich City Council

OWNER: Ipswich City Council Program 31

EXISTING OR PROPOSED TRADING NAMES: Nicholas Street Ipswich Central

APPLICATION NO: 10301/2019/MCU

AREA: 29,181m²

REFERRAL AGENCIES: Department of State Development,

Manufacturing, Infrastructure and Planning

EXISTING USE: Shopping Centre

PREVIOUS RELATED APPROVALS: 2229/17/RAL 1 lot into 3 lots

4583/17/MCU Business Use and

Community Use (Office Tower) - Council

Administration Building

995/18/MCU Business Use (Cafe,

Restaurant and/or Hotel) and Community
Use (Library and Visitor Information Centre)

DATE RECEIVED: 11 December 2019

DECISION PERIOD START DATE: 29 April 2020 **EXPECTED DETERMINATION DATE:** 18 June 2020

SITE LOCATION:



Figure 1 - Site Locality

PROPOSAL:

The applicant seeks approval for a material change of use – business use, entertainment use, recreation use and shopping centre located at the Site Address referenced above. The proposed development forms an integral part of the overall Ipswich Central redevelopment project and will consist of four (4) defined precincts, as follows:

- Precinct A 143 and 143A Brisbane Street;
- Precinct B Venue;
- Precinct J Metro B; and
- Precinct K Metro A.

Notably, Precinct F – Library/Civic is included as part of the application as it includes land facilitating access between Nicholas Street and Union Place. However, a previous development application (995/18/MAMC/A) has approved land uses in this area and the majority of the works are being undertaken as exempt municipal works that do not require a development permit.

The proposal seeks to re-use and refurbish a number of existing commercial buildings, and includes the modernisation of building facades in Nicholas Street, Bell Street and Union Place to align with the overall intent of the wider Ipswich Central redevelopment. The proposal results in 2,564m² of additional Gross Floor Area (GFA), which is achieved primarily through the conversion of existing internal voids and mall areas to Gross Floor Area, with one minor expansion to the building footprint proposed to remove the void between the site and the adjoining ICON building on Bell Street. It is likely that further changes to the internal layout of the buildings will occur as leasing is finalised and tenancies are sized and fitted out to suit user needs. The application approaches the use of the buildings with flexibility, and a number of land uses have been nominated for the tenancies within each precinct to assist with tenanting the buildings. The uses proposed within each tenancy are included in the set of recommended approved plans.

Notably, the proposed uses and precincts may be sequenced and delivered together or separately in any order and in any combination as is required.



Figure 2 – Precinct Map

Figure 2 outlines each of the four (4) precincts relevant to this application. A detailed description of the assessable development in each precinct is set out below:

Precinct A

This precinct involves the reorganisation of the internal space on the ground floor of the existing building on the corner of Brisbane Street and Nicholas Street (Ipswich City Mall) to accommodate a new tenancy fronting Nicholas Street (Ipswich City Mall). This tenancy will be approved to be used for:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- an indoor recreation use such as a gymnasium, personal training studio, learn to dance studio etc.



Figure 3 – New Tenancy in Precinct A

Precinct B

This precinct involves the reconfiguration of the lower floor (Nicholas Street level) of the existing building bound by Nicholas Street, Brisbane Street and Ellenborough Street to support the provision of a large new indoor recreation use, retention of the existing pharmacy and an additional tenancy. The intended tenant of the large indoor recreation use is an operator of an indoor go-kart facility. The fit out of this tenancy would involve the construction of an indoor track and supporting facilities (storage, servicing, and administration) that can accommodate a total of 16 karts at any time, as per Figure 4 below. The new tenancy will front Brisbane Street and will be approved to be used for:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- an indoor recreation use such as a gymnasium, personal training studio, learn to dance studio etc; or
- an entertainment use such as a club, amusement parlour, theatre etc.

The large indoor recreation (go kart) tenancy involves the operation of multiple petrol powered vehicles within the confines of the existing building. In order to demonstrate there would be no resulting adverse amenity impacts resulting from this use, the applicant has provided an acoustic assessment and an air quality technical note. The acoustic assessment recommends the implementation of various design and operational measures, including the installation of an airlock at the Nicholas Street entry, the requirement for the loading dock doors to remain closed during operation of the go-karts and particular material specifications for doors, partitions and ceilings to achieve the required acoustic rating.

The applicant has also provided a technical note that establishes a framework for how to address potential air quality impacts associated with the proposed use. Recommended conditions have been included requiring a detailed air quality impact assessment to be undertaken, and the tenancy to be fitted out in accordance with recommendations of this report. An amended acoustic assessment will be required to be provided to address any of the ventilation recommendations of this report.

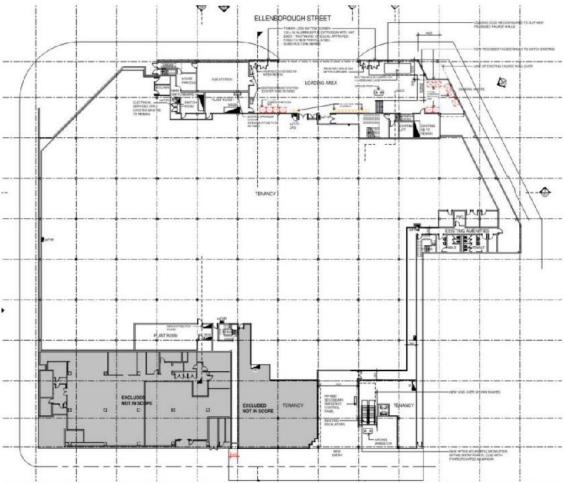


Figure 4 - Precinct B Lower Floor Plan

On the ground floor (Brisbane Street level), it is proposed to raise part of the roof to accommodate an additional two (2) cinemas, giving a total of eight (8) cinemas, and upgrade parts of the existing cinema complex. It is considered that the addition of two (2) cinemas to the existing cinema complex is consistent with the outcomes sought by the planning scheme, which seek a vibrant retail core in the Ipswich Central Business District, specifically seeking cinemas within the area around d'Arcy Doyle Place.

Two (2) new tenancies are also proposed to sleeve the cinema complex, fronting Brisbane Street. These tenancies are approved to be used for:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- indoor recreation uses such as a gymnasium, personal training studio, learn to dance studio etc; or
- entertainment uses such as a club, amusement parlour, theatre etc.

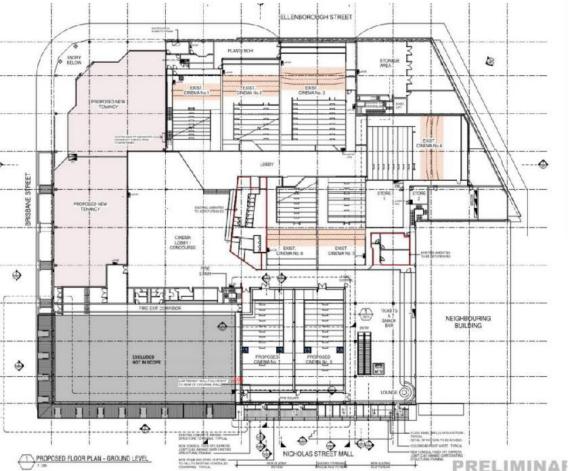


Figure 5 - Precinct B Ground Floor Plan

Works also include the widening of bottle alley at the Ellenborough Street entrance, allowing for activation of tenancies at the Nicholas Street entrance and the modification of the existing loading and service area to open up sight lines to and from Bottle Alley. A number of surveillance issues currently exist around Bottle Alley and owing to the adjacent rail corridor and a building under separate private ownership, the potential for works in this location to completely solve the surveillance issues are limited. The works to be undertaken in this area are an interim solution until such time as a formalised pedestrian link from Nicholas Street to Ellenborough Street is provided in association with the development of the land adjacent to Ellenborough Street and the railway. Precinct J

Precinct J includes the existing buildings bound by Bell Street, Union Place and Nicholas Street (Ipswich City Mall). Proposed works within this precinct involve the creation of a new internal mall connecting Nicholas Street and Bell Street as well as a mall connecting to the Bell Street office tower to Precinct K, which adjoins this building to the south. A number of tenancies of various sizes are proposed within this precinct, and the majority have been designed to have frontage to either Nicholas Street, Union Place or Bell Street. These works coincide with works within Precinct F and the adjoining road reserve to accommodate outdoor dining areas for tenancies fronting Union Place. It is noted that the existing improvements at the lower ground level and the foyer/amenities associated with the Bell Street office tower are retained. The tenancies along Union Place and Nicholas Street will be approved to be used for various business uses such as cafe, fast food premises, restaurant or shop for the tenancies along Union Place and Nicholas Street to facilitate the creation of a dining precinct. The remainder of tenancies are approved for the following uses:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- indoor recreation uses such as a gymnasium, personal training studio, learn to dance studio etc



Figure 6 - Precinct J Ground Floor Plan

Precinct K

Proposed works within this precinct involve the creation of a new internal mall on the ground floor (Nicholas Street level) connecting adjacent Precinct K to the north, which could potentially extend through to the existing Icon Building which adjoins the southern property boundary. The lower ground floor (Bell Street level) will consist of a single tenancy, which will be accessible from Bell Street at grade and from Nicholas Street via a new entry lobby including escalators and a lift. The ground level will consist of a various sized tenancies and the existing office on the first floor will be retained. Other works associated with the precinct could also involve the demolition of the existing pedestrian Bridge connecting the Health Plaza over Bell Street, however these works do not form part of the subject development application. The existing loading dock, turntable and other servicing facilities will be retained at the lower ground level. Tenancies along Nicholas Street will be approved to be used for:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- indoor recreation uses such as a gymnasium, personal training studio, learn to dance studio etc; or



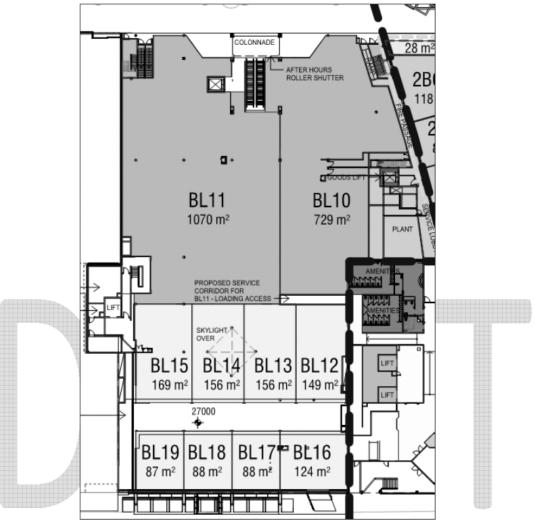


Figure 7 - Precinct K Ground Floor Plan

The lower level tenancy along Bell Street will be approved for the following uses:

- various business uses such as cafe, fast food premises, office/professional office, restaurant or shop; or
- an indoor recreation use such as a gymnasium, personal training studio, learn to dance studio etc.

All other proposed tenancies within this precinct will be approved for use as offices, shops or indoor recreation type uses.

No changes to the existing vehicular parking and access arrangements are proposed as part of this application. Car parking for the development will be provided through the existing car parking currently being upgraded within Precinct F. This car park was originally constructed to service the uses as part of the previous redevelopment of the area and will continue to service the existing, refurbished buildings. Dedicated loading/services areas for the development exist on Bremer Parade, Ellenborough Street, Bell Street and signed on-street loading zones throughout the precinct, and are all retained as part of the proposed development.

Hours of operation proposed across all precincts subject to this application are 6:00am to midnight daily, which is consistent with the Planning Scheme for this zone.

The development has been designed to ensure that the building promotes activation of frontages through the inclusion of glass and active pedestrian and customer entry points. In order to ensure that this is activation is achieved, a condition has been included that will require all glass and all entry points to remain transparent and active, with no tinting or retail advertising posters or any other materials that would reduce the casual surveillance opportunities from these premises. Additionally, awnings have been retained and are to be refurbished along the frontages of Brisbane Street, Nicholas Street, Union Place and Bell Street. OTHER RELEVANT INFORMATION:

Appropriateness of Proposed Uses

The properties subject to this application are located within the CBD Primary Retail Zone of the *Ipswich Planning Scheme 2006.* The outcomes sought for this zone in the planning scheme include a vibrant retail core for the Ipswich Central Business District, and can include:

- · higher order comparison retail;
- major department stores and discount department stores;
- entertainment, recreation, leisure, cultural and community facilities including museums, galleries, cinemas, clubs and meeting places particularly within the area around d'Arcy Doyle Place;
- food, beverage and dining facilities, including alfresco dining; and
- convenience retail for office workers, visitors and inner city residents.

The proposed development allows for the realisation of the outcomes sought by the planning scheme, primarily within refurbished buildings and utilising existing access, car parking and servicing areas. The range of uses proposed allows flexibility of future uses and configurations to ensure that a vibrant and dynamic mix of land uses and activities is created which support 'around the clock' activity and high levels of use and visitation by inner City residents, outer suburbs residents and visitors to the City. In conjunction with the suite of works proposed across the wider Ipswich CBD redevelopment the proposed development supports the position of the Ipswich CBD as the principal regional activity centre in the Ipswich LGA.

Development Constraints

The subject site is partially affected by the adopted flood regulation line (AFRL). Notwithstanding all proposed buildings and essential services are located above the AFRL. Although the vehicle access to the existing parking area from Bremer Street is located below the AFRL, alternative flood free access is provided to all precincts via Union Place, the Ipswich City Mall (Nicholas Street), Brisbane Street, Bell Street and Ellenborough Street.

Municipal Works

There are a significant amount of works occurring as municipal works as part of the wider Ipswich CBD redevelopment which do not form part of this application, as follows:

- Ipswich City Mall (Nicholas Street) and Union Place Mall are proposed to be opened to vehicular traffic;
- Bremer Street, including the signalised intersection at the entrance to the car park, is to be upgraded;
- The large civic area at the end of Nicholas Street is proposed to be constructed and embellished as an urban park.

Union Place and the Ipswich City Mall (Nicholas Street) road reserve do not currently entirely front the development site. The applicant has indicated that they will seek to reinstate the road along the Ipswich City Mall (Nicholas Street) and Union Place to connect Brisbane Street and Bell Street separate to this development proposal. Notwithstanding, as access is proposed from the site to both Union Place and the Ipswich City Mall (Nicholas Street), recommended conditions of approval require this link to be open to the public prior to the commencement of the use. Additionally, recommended conditions of approval also require the urban park to be completed prior to the commencement of the use as the approved uses and park are intended to function as an integrated precinct.

Public Art

While the gross floor area of the proposed development exceeds the threshold for Public Art in accordance with *Implementation Guideline No. 31 Public Art Provision by Major Developments* it is not considered appropriate to require the provision of Public Art, as the application involves the re-use of existing buildings. Notwithstanding, the wider Ipswich CBD redevelopment involves the development and commissioning of a number pieces of public art throughout the precinct.

Owners Consent

During the application process, Council as assessment manager received correspondence by Gadens on behalf of an undisclosed client which outlined issues with the owner's consent supplied by Queensland Rail as part of the application. The correspondence alleged the application was never properly made and needed to be remade with the correct consent provided. The applicant was asked to supply information in relation to the correspondence and amended consent was supplied by Queensland Rail. The applicant provided a response to the correspondence by Gadens, which addressed the issues raised.

NOTICE ABOUT THE DECISION (STATEMENT OF REASONS):

In accordance with section 63 of the *Planning Act 2016*, a 'notice about the decision' is required for this application. Accordingly, a Statement of Reasons is included with this decision. This Statement of Reasons provides the justification for Council's decision.

INFRASTRUCTURE CHARGES:

The site is identified within a deemed demand area pursuant to the Ipswich Adopted Infrastructure Charges Resolution. In accordance with Schedule 5 – Deemed Demand for the Deemed demand Area of the Ipswich Adopted Infrastructure Charges Resolution (No. 1) 2019, when a site is located within the CBD Primary Retail Zone, the deemed demand is calculated in accordance with the Commercial (retail) category at a rate of 40,000m² GFA/ha. The deemed demand for the proposed use does not exceed the calculated deemed credit and therefore infrastructure charges for Council's infrastructure networks are not applicable to the proposed development.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: *Planning Act 2016*

RISK MANAGEMENT IMPLICATIONS

A risk to Council exists should the proposal not be determined in accordance with legislative requirements. The assessment and subsequent recommendations have been prepared to minimise the risk.

As Council is both the applicant and the assessment manager in relation to this application there is a risk of influence on decision making via a potential conflict of interest. In order to minimise this risk and as part of the establishment of the new and improved governance framework for processing development applications and for development related activities this application is required to be referred to the Independent Decision Review Panel in accordance with the related policy and procedure.

FINANCIAL/RESOURCE IMPLICATIONS

This reports relates to Council acting in its capacity as the assessment manager for development applications. The development application fee was paid to cover Council's costs in this regard and as such, there are no financial or resource implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

The development application is code assessable, and was therefore not required to follow the public notification process pursuant to the Planning Act. Notwithstanding, all relevant application material is accessible via Council's PD Online service, and an Ipswich First article was released when the development application was lodged. Council as assessment manager did not receive any written submissions in relation to the application, other than the correspondence by Gadens discussed above.

REFERRAL AGENCY

The Department of State Development, Manufacturing, Infrastructure and Planning are a referral agency for the application, owing to be the site being located adjacent to a state transport corridor (Ipswich Railway Line) and adjacent to a Queensland Heritage Place. The department provided a response dated 6 March 2020, which included conditions that must be attached to any approval. Noteworthy conditions of approval include ensuring that works do not encroach upon or cause damage to the railway corridor through the implementation of a maintenance management plan, construction management plan and conducting vibration modelling and a dilapidation survey.

INTERNAL CONSULTATION

The application and common material was presented to Council's Initial Development Assessment Panel (consisting of various representatives from across the organisation) for review upon lodgement. At this meeting, it was determined that internal referral was required to the Engineering, Health and Environment Branch, primarily owing to the proposal for the indoor go kart facility. An environmental assessment was prepared on 5 May 2020 including recommended conditions of approval relating to acoustic management, air quality and hazardous substances in relation to the go kart tenancy. As the proposal largely involves the re-use of existing buildings further detailed technical assessments were not required. The general appearance and building upgrades were reviewed at the meeting and determined to be generally acceptable and an improvement on the existing buildings.

EXTERNAL CONSULTATION

The development application is classified as a Sensitive Development Matter and therefore requires review by an Independent Decision Review Panel prior to being determined, in accordance with the Council policy titled Framework for Development Applications and Related Activities.

CONCLUSION

An assessment of the proposed material change of use for a business use, entertainment use, recreation use & shopping centre has been undertaken and it has been determined that the proposed development generally complies with the assessment benchmarks or can be conditioned to comply as outlined in the attached Statement of Reasons. It is therefore recommended that this development application be decided in accordance with the recommendations and attachments of this report.

ATTACHMENTS

- Decision Notice
- Attachment A Assessment Manager's Conditions
- Referral Agency Responses
- Statement of Reasons
- Approved Plans

1. <u>Decision Details:</u>

Development	Approval Type	Decision	Currency Period
Material Change of Use -	Development Permit	Approved in full subject to	6 years
Business Use,		the conditions set out in	
Entertainment Use,		Attachment A	
Recreation Use &			
Shopping Centre			

2. Conditions of Assessment Manager (Ipswich City Council)

Refer to Attachment A for Assessment Manager conditions.

3. Approved Plans Specifications and Drawings

The approved plans, specifications and drawings for this development approval are:

- (a) The plans and documents referred to in the table below (including the amendments that are required to be made to those plans and documents); and
- (b) Where the amended version of the plans and documents referred to in the table below have been approved by the Assessment Manager, the amended version of those plans and documents.

The plans referenced below are included as Attachment B of this decision notice.

APPROVED PLANS				
Reference No.	Description & Revision No.	Prepared By	Date	Amendments Required
Aspect of deve	elopment: material	change of use		
A-R-0001	Retail Precinct	Buchan	27 March	N/A
	Plan Revision C	Group	2020	
Precinct A – 14	43 Brisbane Street E	Building		·
N/A	Proposed Lower Ground Level	Buchan Group	N/A	N/A
Precinct B – Ip	swich Retail Venue	Building		
718093 A-R-VB-1000	Proposed Lower Ground Level Revision C	Buchan Group	27 March 2020	N/A
718093 A-R-VB-1001	Proposed Ground Level Revision C	Buchan Group	27 March 2020	N/A
718093 A-R-VB-1002	Proposed Projection Room Level Revision C	Buchan Group	27 March 2020	N/A

Aspect of deve HRP17031- 8.L07.001	Information Response	Cardno	29 April 2020	N/A
Reference No.	Description & Revision No.	Prepared By	Date	Amendments Required
	S	PECIFICATIONS	DRAWINGS	<u> </u>
	Use and Hours			
	Proposed Land			
	Attachment A			
8.L07.001	Response		2020	
HRP17031-	Information	Cardno	29 April	N/A
	Revision F			
	Plan – Sheet 2			
	Ceiling & Roof			
4101	Part Floor /			
A-R-MB-	Dining Precinct –	Group	2020	
718093	Union Place	Buchan	27 March	N/A
	Revision E			
	Plan – Sheet 1			
	Ceiling & Roof			
4100	Part Floor /			
A-R-MB-	Dining Precinct –	Group	2020	
718093	Union Place	Buchan	27 March	N/A
3001	Revision C			
A-R-MB-	Sheet 2	Group	2020	
718093	Elevations –	Buchan	27 March	N/A
3000	Revision C	D	27.14	1.11/2
A-R-MB-	Sheet 1	Group	2020	
718093	Elevations –	Buchan		N/A
		Duchan	27 March	N/A
1002	Revision D	Group	2020	
A-R-MB-	Street Level 1		2020	14/7
718093	Floor Plan – Bell	Buchan	27 March	N/A
1001	Revision E			
1001	Level	Попр	2020	
A-R-MB-	Street Ground	Group	2020	14/4
718093	Floor Plan – Bell	Buchan	27 March	N/A
1000	Revision C			
1000	Ground Level	Попр	2020	
A-R-MB-	Street Lower	Group	2020	
718093	Floor Plan – Bell	Buchan	27 March	N/A
7.11 7.5 3000	Nevision e	Стоир	2020	
A-R-VB-3000	Revision C	Group	2020	
718093	Elevations	Buchan	27 March	N/A
A-K-VB-1003	Revision C	Group	2020	
A-R-VB-1003	Room Level	Group	2020	

	Proposed Land Use and Hours			
PS113247	Ipswich Mall Go- Kart Tenancy – Noise Impact Assessment Revision 1	WSP	11 March 2020	N/A

4. Referral Agencies

The referral agencies for this application are:

Referral Agency	Referral Role	Aspect of Development Requiring Referral	Address
Department of	Concurrence	- State Transport Corridors and	Ipswich SARA Office
State Development,	40000000	Future State Transport	Post: PO BOX 129,
Manufacturing,		Corridors	IPSWICH QLD 4305
Infrastructure and		- Queensland Heritage Place	Email:
Planning		(on or near a Queensland	<u>IpswichSARA@dsdm</u>
		Heritage Place)	ip.qld.gov.au
		/// WA	Ph: 07 3432 2413

Refer to Attachment C for Referral Agency conditions.

5. Variation Approval

Not applicable to this decision.

6. Further Development Permits

Further development permits, as required by the *Planning Act 2016*, must be obtained before the development can be carried out in respect of building works and plumbing works in relation to this approval prior to the commencement of works pursuant to the *Planning Act 2016*.

7. Environmental Authority

Not applicable to this decision.

8. Properly Made Submissions

Not applicable to this decision.

9. Currency period for the approval (section 85 of the Planning Act 2016)

The currency period for this approval is as outlined in part 1 – 'decision details' of this decision notice, starting the day the approval takes effect. Unless the currency period is

extended by the Assessment Manager pursuant to section 87 of the *Planning Act 2016*, this development approval lapses in accordance with section 85 of the *Planning Act 2016*.

10. When approval lapses if development started but not completed — variation approval

Not applicable to this decision.

11. Other requirements under section 43 of the Planning Regulation 2017

Not applicable to this decision.

12. Trunk Infrastructure

Not applicable to this decision.

13. Infrastructure Charges

- (b) No infrastructure charges have been levied by Council for the proposed development.
- (b) From 1 July 2014, the Central SEQ Distributor-Retailer Authority (QUU) will issue all Infrastructure Charges Notices for charges relating to water and wastewater. For further information, it is recommended that you contact QUU's developer customer service team on (07) 3432 2200.

14. Submitting Change Representations to Request a Negotiated Decision Notice

In accordance with section 75 of the Planning Act 2016, the applicant may submit change representations to request a negotiated decision notice, during the applicant's appeal period, about changing a matter in the development approval (other than a matter stated because of a referral agency response or a development condition imposed under a direction by the Minister).

The applicant's appeal period is 20 business days, and any change representations must be submitted and assessed during this time, unless the applicant suspends the appeal period. To ensure both the applicant and the assessment manager have sufficient time to consider the change representations, it is recommended that the applicant suspend the appeal period (refer to section 75(2) of the Planning Act 2016) prior to submitting their change representations. This will allow an additional 20 business days for the applicant to submit their change representations, if required, and up to 20 business days for the assessment manager to consider the representations from the date the change representations are received.

Ipswich City Council does not charge an application fee for the submission of change representations.

For more information, please refer to the State Government's fact sheet on Change Representations: https://dilgpprd.blob.core.windows.net/general/factsheet-change-representations.pdf.

15. Appeal Rights

Applicant's appeal rights

You have appeal rights in relation to this decision. An appeal may be made against, as applicable:

- the refusal of part of the development application; or
- a provision of the development approval; or
- if a development permit was applied for, the decision to give a preliminary approval.

An appeal must be started within 20 business days after this notice is given to you.

An appeal may be made to the Planning and Environment Court or, for certain matters which are identified in section 1(2) of Schedule 1 of the *Planning Act 2016*, to a development tribunal.

An appeal is started by lodging a notice of appeal with the registrar of the Planning and Environment Court or a development tribunal, as applicable. The notice of appeal must be in the approved form, succinctly state the grounds of the appeal and be accompanied by the required fee.

An appellant to the Planning and Environment Court must give a copy of the notice of appeal, within 10 business days after the appeal is started, to the persons identified in section 230(3) of the *Planning Act 2016*. A person who is appealing to the Planning and Environment Court must comply with the rules of the court that apply to the appeal. Chapter 6, Part 1 and Schedule 1 of the *Planning Act 2016* sets out further information about appeal rights.

An extract from the Planning Act 2016 about appeal rights is attached to this decision notice.

Attachment A Assessment Manager's Conditions File No: 10301/2019/MCU

Location: 143, 143A, 163 Brisbane Street, 23, 24 Ipswich City Mall and 2 Bell Street, IPSWICH QLD 4305

Proposal: Material Change of Use – Business Use, Entertainment Use, Recreation Use & Shopping Centre

	Assessment Manager (Ipswich City Counc	il) Conditions			
	Conditions applicable to this approval under the Planning Act 2016				
No.	Condition	The time by which the condition must be met, implemented or complied with			
1.	Pacie of Approval				
1.	Basis of Approval This approval incorporates as a condition, the applicant's common material (as defined in Schedule 24 — Dictionary of the <i>Planning Regulation 2017</i>) for the application and adherence to all relevant Council Local Laws and/or the <i>Ipswich Planning Scheme</i> (including Planning Scheme Policies) unless otherwise varied by this approval or varied by a condition of this approval. Note: Any variation in the development from that approved herein may constitute assessable development pursuant to the <i>Planning Act 2016</i> .	From the commencement of the construction of the development and at all times thereafter.			
2.	Minor Alterations				
	Notwithstanding the requirements detailed in this approval, any other minor alterations accepted in writing by the assessment manager will suffice.	At all times after the approval is granted.			
3.	Development Plans				
	The applicant must undertake the development generally in accordance with the approved plans outlined in Part 3 - Approved Plans Specifications and Drawings of this development permit.	From the commencement of the construction of the development and at all times thereafter.			
4.	Requirements Before the Development May Start				
(a)	Union Place and Nicholas Street must be accessible and open to the public from Brisbane Street to Bell Street as indicated on the approved plans outlined in Part 3 - Approved Plans Specifications and Drawings of this development permit.	Prior to the commencement of any use.			
(b)	The civic area with Precinct F – Library/Civic must be completed and open to the public.	Prior to the commencement of any use.			
5.	Hours of Construction				
	Unless otherwise approved in writing by the	At all times during construction of			

assessment manager, construction works must only	the development.
occur within the hours as defined in Planning Scheme	
Policy 3 – General Works Part 5, Section 5.1.3.	

6.	Hours of Operation		
	The applicant must not conduct work or business from	From the commencement of the	
	the premises outside the hours of 6:00am to midnight	use and at all times thereafter.	
	Monday to Sunday.		

7.	Particular Use	
	The applicant must not use any of the structures associated with the identified uses for each tenancy outlined in part 3 of this development permit, inclusive of car parking and any associated outdoor areas on the	From the commencement of the construction of the development and at all times thereafter.
	premises, for any other purpose, unless, in the written opinion of the assessment manager, such use is ancillary and incidental to the predominant use of the	
	premises for the identified uses for each tenancy outlined in Part 3 - Approved Plans Specifications and Drawings of this development permit.	

8.	Limits to Approval	
(a)	This approval limits the use of the tenancies within Precinct A – 143 and 143A Brisbane Street, Precinct B – Venue, Precinct J – Metro B and Precinct K – Metro and any associated outdoor areas to the uses identified and listed in the approved plans outlined in Part 3 - Approved Plans Specifications and Drawings of this development permit.	From the commencement of any use and at all times thereafter.
(b)	All activities associated with any indoor recreation use must be carried out within the confines of the building and not within any car parking areas or any associated outdoor areas on the site.	From the commencement of the relevant use and at all times thereafter.
(c)	With the exception of tenancy MMU-01, which is permitted to operate as a Cinema, all other tenancies approved to operate as an entertainment use are limited to any of the following:	From the commencement of the relevant use and at all times thereafter.
	(i) amusement parlour; (ii) cabaret;	
	(iii) club;	
	(iv) concert hall;	
	(v) dance hall;	
	(vi) licensed club;	

(vii) night club; or	
(viii) theatre.	

9.	Separate Agreements (Sale Agreements, Tenancy Agreements, Lease Agreements,				
	Comr	nunity Management Statements, Developer Cover	nants etc.)		
(a)	The applicant must ensure any separate agreements (including but not limited to sale agreements, tenancy agreements; lease agreements; community management statements; developer covenants etc.) require the development to be conducted/operated in accordance with:		From the commencement of the use and at all times thereafter.		
	(i)	this development approval (and any subsequent amendments/changes to this approval)			
	(ii)	any related or consequential approvals (e.g. material change of use, reconfiguring a lot, operational works or building works)			
(b)	The applicant must ensure a copy of all approvals referred to in (a) above are:		At the time an agreement is presented to the relevant parties.		
	(i)	appropriately referenced in such agreements			
	(ii)	provided to all parties of such agreements			

10.	Bottle Alley	
	The applicant must undertake the works within Bottle	Prior to the commencement of
	Alley as outlined in Part 3 of this development permit.	the first use within Precinct B -
	The works must be completed and open to the public.	Venue.

11.	Activation of Buildings	
(a)	Unless otherwise approved in writing by the	Prior to the commencement of
	assessment manager, all windows and building entries	any use along the relevant
	fronting Brisbane Street, Bell Street, Ipswich City Mall	frontage and at all times
	(Nicholas Street), Ellenborough Street or Union Place	thereafter.
	Mall are to remain visually permeable at all times	
	during the operation of the development. To this end,	
	all windows and entry points are to remain transparent	
	and must not be covered with advertising, screening or	
	opaque tinting of any kind.	
(d)	Unless otherwise approved in writing by the	From the commencement of the
	assessment manager, advertising signage is not	use and at all times thereafter.
	permitted to be located on windows and entry doors of	
	the buildings.	

12.	Visual Treatment of Plant and Equipment	
(a)	The applicant must ensure all plant and equipment	Prior to the commencement of

	(inclusive of tanks, air conditioning units, compressorgenerators, ducting, ventilation and the like):	ors, the use and at all times thereafter.
	(i) is not located between any building and the dedicated road/railway reserve/adjoining premises including the civic area precinct; or	
	(ii) is appropriately screened (and ventilated) from view from the dedicated road, railway reserved and the adjoining premises including the civil area precinct.	re
(b)	The applicant must, where screening is required pursuant to (a), submit for written approval by the assessment manager details of the screening metho or device. All screening must be of materials similar appearance and specification to those used in the construction of buildings on the premises and adjace premises.	r in
(c)	The applicant must construct and maintain all screening in accordance with the approval issued by the assessment manager.	Prior to the commencement of the use and at all times thereafter.
(d)	Rooftop areas must be designed to conceal and disguise rooftop machinery and service equipment. Any additional screening must be strictly in accordar with the approved plans outlined in Part 3 of this development permit unless otherwise approved in writing by the assessment manager.	Prior to the commencement of the use and at all times thereafter.

13.	Building Finishes	
	The applicant must obtain written approval from the	Prior to the commencement of
	assessment manager for a schedule of colour(s) and	the use and at all times
	external finishes for the building.	thereafter.

14.	Lighting	
	Lighting used to illuminate any areas of the premises (ie	Prior to the commencement of
	security or flood lighting) must be designed,	the use and at all times
	constructed, located and maintained to the satisfaction	thereafter.
	of the assessment manager so as not to cause nuisance	
	to the occupants of nearby properties or passing traffic.	
	All lighting must be angled or shaded in such a manner	
	so that light does not directly illuminate any nearby	
	premises or roadways and does not cause extraneous	
	light to be directed or reflected upwards.	

15.	Access for People with a Disability		
	The applicant must provide adequate access for people Prior to the commencement of		
	in wheelchairs by means of an unimpeded continuous	the use and at all times	
	path of travel from any adjacent roadway, other public	thereafter.	
	lands and from any car parking bay allocated for use by		

	people with a disability, to all parts of the development	
	which are normally open to the public.	
16.	Trade Materials, Products and Plant	

16.	Trade Materials, Products and Plant		
	The applicant must store all trade materials, products	From the commencement of the	
	and plant within the confines of the building and/or	use and at all times thereafter.	
	approved storage areas.		

17.	Outdoor Dining Areas		
	The applicant must ensure a minimum two (2) metre	From the commencement of the	
	wide passageway is at all times left clear and	relevant use and at all times	
	unobstructed between the building and any outdoor	thereafter.	
	dining areas to enable pedestrian mobility.		

18. Air Quality Emissions – 'Precinct B' Go Kart Tenancy' (a) The applicant must submit to the assessment manager Prior to the commencement of certification from a suitably qualified and experienced the relevant use. professional demonstrating that the building ventilation system has been designed and constructed to ensure: (i) compliance with relevant short and long-term Safe Work Australia – Workplace Exposure Standard for Airborne Contaminants (including air emissions associated with combustion of hydrocarbon fuels during use of the go-karts and emission of vapours during refuelling activities); and air exhausted to the outdoor environment does (ii) not expose pedestrians or nearby uses to air emissions exceeding the Work Australia -Workplace Exposure Standard for Airborne Contaminants or the Environmental Protection (Air) Policy 2019 ambient air quality objectives. The certification must take into consideration the requirements of Condition 22 Acoustics (requiring the loading dock to be closed at all times) and Condition 12 Visual Treatment of Plant and Equipment have been included in the ventilation design. (c) The applicant must undertake annual air quality From the commencement of the monitoring, carried out by a suitably qualified relevant use. professional, to demonstrate compliance with the air quality standards referenced at (a) above, and provide evidence of monitoring upon request by the assessment manager.

19. Acoustic Management – 'Precinct B' Go Kart Tenancy'

(a)	0		Prior to the commencement of the relevant use.
	with \	generation within the tenancy complies Workplace Health and Safety QLD daily and noise exposure standards;	
	comp (Noise sensit Ellent	generated by operation of the facility lies with the Environmental Protection e) Policy 2019 acoustic quality objectives at cive receiver locations, including along porough Street, Nicholas Street (Ipswich Mall) and Brisbane Street;	
	comp Recor rever	generated by operation of the facility lies with AS/NZS 2107:2016 Acoustics – mmended design sound levels and beration times for building interiors within nancies located within 'Precinct B'; and	
	Section Asses Perm	coustic control measures recommended in 5.3 of the approved Noise Impact sment listed in Part 3 of this Development it have been incorporated into the opment design.	
(b)	The applicant must operate the use in accordance with the recommendations listed in Section 5.3 of the approved Noise Impact Assessment listed in Part 3 - Approved Plans Specifications and Drawings of this development permit.		From the commencement of the relevant use and at all times thereafter.
(c)	• • • • • • • • • • • • • • • • • • • •		From the commencement of the relevant use.

21.	Hazaı	Hazardous Substances		
	conta	pplicant must ensure hazardous substances within iners of the volumes listed below are priately stored as follows:	From the and at all commencement of the use times thereafter.	
	(i)	Individual containers less than 15 litres are stored within an approved, bunded compound when not in use.		

(ii)	Individual containers of greater than 15 litres	
	are located within an impervious bunded area	
	that is covered from ingress of stormwater and	
	built to retain 100% of the capacity of the	
	largest container plus 25% of the cumulative	
	volume of stored hazardous substances.	

22.	Stormwater Quantity Management		
	The applicant must discharge stormwater runoff from	Prior to the commencement of	
	all impervious areas to the existing stormwater system.	the use and at all times	
		thereafter.	

23.	Sediment & Erosion Management - Construction & Operational Phases			
	The applicant must provide for all unpaved and	Prior to commencement of the		
	disturbed areas sufficient grass or equivalent cover to	use and during the period that		
	prevent both rill and sheet erosion.	the approved use is being carried		
		out on the development site.		

24.	Further Works				
(a)	The applicant must take due regard of all existing	During the construction of the			
	services when undertaking works associated with this	development and prior to			
	development.	commencement of use.			
(b)	The applicant must alter any services when the relevant	During the construction of the			
	authority or assessment manager determines that	development and prior to			
	works associated with this development has an impact	commencement of use.			
	upon any existing services.				

Assessment Manager (Ipswich City Council) Advice

The following advice is offered for your information only and should not be viewed as mandatory conditions of this approval.

1.	Advertising Signage
	Unless any advertising devices associated with the proposed use meets the exempt criteria
	set out in Schedule 9 of the <i>Ipswich Planning Scheme 2006</i> , such signage would require
	submission to Council of a code assessable development application for operational works –
	placing an advertising device on premises. For further information please contact the
	Planning and Development Department on (07) 3810 6888.

2.	Fire Ants
(a)	In accordance with the <i>Biosecurity Act 2014</i> and the <i>Biosecurity Regulation 2016</i> , the State of Queensland has implemented movement controls in areas (Fire Ant Biosecurity Zones) of Queensland where the Red Imported Fire Ant (ant species <i>Solenopsis invicta</i>) has been detected.
(b)	It is a legal obligation to report any sighting or suspicion of Fire Ants within 24 hours to Biosecurity Queensland on 13 25 23 (24hrs). It should be noted that works involving movements of all materials associated with earthworks (import and export) within a fire ant biosecurity zone is subject to movement controls and failure to comply with the regulatory provisions is an offence under the Biosecurity Act 2014. The Fire Ant Biosecurity Zones, as

well as general information can be viewed on the Department of Agriculture and Fisheries website www.daf.qld.gov.au/fireants.

(c) The land over which you have made a development application is within a Fire Ant Biosecurity Zone. The presence of Fire Ants on the site may affect the nature, form and extent of works permitted on the site. In view of this it will be necessary for you to contact Biosecurity Queensland to investigate the site and for you to implement any necessary matters required prior to the commencement of any works.

3. Portable Long Service Leave

Where the proposed works (civil and landscaping) are valued at \$150,000 or more and match the definition of Building and Construction Industry, the *Building and Construction Industry (Portable Long Service Leave) Act 1991* requires that evidence of payment of the Portable Long Service Leave (QLeave) Levy be received by Council as a condition of issuing a development permit for building works, operational works and plumbing and drainage works applications, as defined under the *Planning Act 2016*.

If you require clarification in regard to the *Building and Construction Industry (Portable Long Service Leave) Act 1991*, you should contact QLeave on 1800 803 481 (free call) or (07) 3212 6855.

4. Local Government Regulation 2012

This property may be subject to the provision of Section 116 of the Local Government Regulation 2012. This section of the regulation limits any increase in rates to a predetermined percentage. In accordance with Council's budget and rating resolutions, if the property is sold or reconfigured in any way (eg subdivision, dedication or partial dedication, amalgamation) this benefit will no longer apply. For further information please contact the Ipswich City Council Customer Contact Centre on (07) 3810 6666.

5. Section 73 of the Planning Act 2016

Pursuant to section 73 of the *Planning Act 2016*, a development approval including any conditions of approval is binding on the owner, the owner's successor in title and any occupier of the land.

6. Trolley Containment System

Pursuant to Council's Local Law No. 8 (Nuisances and Community Health and Safety), where applicable, the applicant must implement a trolley containment system to ensure that all shopping trolleys remain within the retail premises.

7. Telecommunication Conduit Infrastructure

The installation of telecommunication conduit and infrastructure is to be in accordance with the Communications Alliance publication titled Fibre Ready Pit and Pipe Specifications for Real Estate Development Projects (Reference G645:2011) or the Deployment of the NBN Co Conduit and Pit Network – Guidelines for Developers where it is triggered by the Australian Government policy on 'Fibre in new developments'.

8. Hazardous Substances

Where dangerous goods are stored on site, compliance with the Queensland *Work Health* and *Safety (WHS) Act 2011* is required. Enquiries regarding the storage of dangerous goods can be made by contacting Workplace Health and Safety Queensland on 1300 369 915.

9. Trade Waste Waste water directed to sewer must only be carried out in compliance with an approved Trade Waste Permit for the site. All associated water treatment equipment (if any) must be covered by the permit, where released to sewer. Enquiries regarding Trade Waste

covered by the permit, where released to sewer. Enquiries regarding Trade Waste requirements can be made by contacting Queensland Urban Utilities on telephone number 13 26 57.

10. Food Licence

Where food is sold, served and or produced on the site there may be a need to hold a licence to do so under the *Food Act 2006*. Please contact Council for advice regarding this matter by ringing 3810 6666.

11. Entertainment Venue

The Applicant / Operator may be required to hold a permit for an Entertainment Venue under Council's Local Law 3. The applicant is advised to contact the Planning and Regulatory Services Department of Ipswich City Council for advice regarding this matter on (07) 3810 6666.

12. Liquor Licence

If the applicant/operator proposes to sell alcohol a liquor licence may be required. For information on liquor licensing please contact the Office of Liquor and Gaming Regulation on 13QGOV.

Our Reference 10301/2019/MCU:GJ
Contact Officer Mr Grant Johnson
Telephone (07) 3810 7540



STATEMENT OF REASONS

(Notice about the decision given under section 63(4) of the Planning Act 2016)

APPLICANT DETAILS

Applicant name: Ipswich City Council C/- Cardno

APPLICATION DETAILS

Application number: 10301/2019/MCU

Application type: Material Change of Use

Approval sought: Development Permit

Description of proposed

development:

Business Use, Entertainment Use, Recreation Use & Shopping Centre

Level of Assessment: Code

SITE DETAILS

Street address: 143, 143A & 163 Brisbane Street, 23 & 24 Ipswich City Mall, 2 Bell

Street, IPSWICH QLD 4305

Real property description: Lot 1 & 2 RP 50109, Lot 2 SP 246525, Lot 1 RP 209886, Lot 1

SP300605, L1 RP157021

DECISION

Date of decision: [TBC

Decision: Approved in full with conditions

Decision Authority: Full Council

1. Reasons for the Decision:

The reasons for this decision are:

- The application was properly made and followed the Development Assessment Rules in effect.
- The application was assessed against the applicable Assessment Benchmarks.
- The assessment manager, after carrying out the assessment, found that the development complied with the relevant Assessment Benchmarks applicable to the development, or resolved a conflict between the benchmarks, or resolved a conflict between the benchmarks and a referral agency's response.
- The development was not prohibited development under a categorising instrument or local categorising instrument.

Ipswich City Council Page 2

2. Assessment Benchmarks

The following are the assessment benchmarks applying for this development:

Categorising Instrument	Assessment Benchmarks
State Planning Policy July	Planning for liveable communities and housing
2017, Part E	Planning for economic growth
	Planning for environment and heritage
	Planning for safety and resilience to hazards
	Planning for infrastructure
Ipswich Planning Scheme	City Centre Code (Part 5)
2006	Development Constraints Overlays Code (Part 11, division 4)
	Commercial and Industrial Code (Part 12, division 7)
	Parking Code (Part 12, division 9)
	Recreation and Entertainment Code (Part 12, division 11)

3. Compliance with Benchmarks

The following are the reasons why the application was approved despite the development not complying with the following assessment benchmarks:

Categorising Instrument, Assessment benchmark	Reasons for approval despite non-compliance
Ipswich Planning Scheme – Commercial and Industrial Code – 12.7.4(3)	Each of the identified precincts are wholly located within an individual title. All proposed uses involves the re-use of existing buildings, which are under various titles across the wider precinct. Some of the current titling arrangements are in place due to the existing railway infrastructure underneath the mall with one (1) title under the ownership of Queensland Rail. Accordingly, it is not considered reasonable to require the amalgamation of these lots given the historic arrangements.

4. Relevant matters for development subject to impact assessment

Not applicable.

5. <u>Matters raised in submissions for development subject to impact assessment</u>

Not applicable.

INDEPENDENT DECISION REVIEW PANEL REPORT

8 May 2020

Development Application	10301/2019/MCU
Application Description	Material Change of Use Business Use, Entertainment Use, Recreation Use & Shopping Centre
Street Address	143, 143A & 163 Brisbane Street, 23 & 24 Ipswich City Mall, 2 Bell Street, IPSWICH QLD 4305
Real Property Description	Lot 1 & 2 RP 50109, Lot 2 SP 246525, Lot 1 RP 209886, Lot 1 SP300605, L1 RP157021
Owner	Ipswich City Council
Applicant	Ipswich City Council C/- Cardno
Reason for Referral	Council Application other than for Local Government Infrastructure
Panel Members	Wendy Evans – Planning (Chairperson)

KEY MATTERS IDENTIFIED BY COUNCIL STAFF

This is a report concerning a development application seeking approval for a material change of use for a business use, entertainment use, recreation use and shopping centre, predominantly to be undertaken within existing, refurbished buildings, which forms part of the redevelopment of the Nicholas Street and Union Place precinct by Ipswich City Council.

The subject application requires review by the General Purposes Committee and determination by Full Council in accordance with the Framework for Development Applications and Related Activities Policy as the application has been made by Council, and does not relate to the provision of standard local government infrastructure. Further, the application is considered a Sensitive Development Matter and is required to be reviewed by an Independent Decision Review Panel.

PANEL REVIEW

1. Core Issues

The development application is code assessable and accordingly, must be carried out only against the assessment benchmarks in a categorizing instrument for the development, and having regard to any matters prescribed by regulation for paragraph 45(3) of the *Planning Act 2016* (see paragraph 45(3) of the *Planning Act 2016*).

The draft officer report does not identify the relevant assessment benchmarks which have been applied for the purposes of this assessment. Nor does the report make it clear what (if any) matters the code assessment has had regard to, for the purposes of section 45(3) of the *Planning Act 2016*.

Understanding what the core issues are, that are related to this application, is not immediately possible based on the current draft officer report.

The draft statement of reasons advises the assessment benchmarks, and further – identifies where there is non-compliance with the same. What is interesting in this regard is that the non-compliance identified sits at the Specific Outcome level of the Commercial and Industrial Code. The Cardno town planning report focused on the Overall Outcomes of the applicable codes, and undertook a more cursory assessment of the Specific Outcomes – and in doing so, did not address the non-compliance with 12.7.4(3). Based on this, it would appear that the Council officer's assessment has been attended to in the manner directed by the legislation. However, it is not presently reflected in the draft officer report.

2. Additional Issues

Based on the development proposed and its location, the panel considers that the following issues should more clearly be addressed within the draft officer report:

- a) Tenancy Mix: Suitability of the proposed land uses (which could be variously configured in terms of ultimate tenancies) in the context of the subject land. Where it will be left to market led drivers to determine the ultimate tenancy mix (i.e. there is no GFA indication/condition proposed as to what extent each use type should occupy the various tenancies), an observation confirming why this is appropriate and how it will still achieve the planning scheme provisions regarding vibrancy, economic performance and the like, would be beneficial.
- b) Traffic, servicing and parking: The ability of the proposed development (which could be variously configured in terms of ultimate tenancies) to function from a traffic, servicing and parking perspective, given that no changes to current parking provision or servicing arrangements appears to form part of the application, ought to be addressed in the report.
- c) The SPP: Specific attention to the State Planning Policy components forming assessment benchmarks is needed. In light of the Planning and Environment Court's decision in *Black Ink* Architecture Pty Ltd v Ipswich City Council [2020] QPEC 13 – this should include further information on the site's flood credentials/location with respect to a natural hazard area, and how the development 'avoids' or 'mitigates risk'.
- d) Currency period: Where there is no proposed sequencing or staging of the development, an explanation in the draft report as to the suitability of the six-year currency period would be appropriate.
- e) The covered walkway: Clarification of the approval intentions for the covered walkway over Bell Street would be advantageous both in the report and possibly in the conditions. It would appear that Drawing AR-MB 3001, Revision C "Elevations Sheet 2" indicates the "existing covered walkway to be refurbished". Page 8 of the Cardno town planning report advises instead the 'demolition of the existing pedestrian bridge crossing Bell Street'. The draft Council officers report at page 9 advises "other works associated with the precinct could also involve the demolition of the existing pedestrian Bridge connecting the Health Plaza over Bell Street, however these works do not form part of the subject development application";

- f) Other permits: It is recommended that part 5 of the draft decision be revisited, with respect to the need for subsequent operational works permits (as well as building works permits and plumbing approvals), especially in light of road reserve work.
- g) Trunk Infrastructure: Part 12 of the draft decision records that trunk infrastructure is "not applicable to this decision". Accepting that this might be a standard observation of Council, clarifying what is meant by this statement further, would be of assistance for stand-alone reading (i.e. it is unclear whether it is meant to convey that there is no trunk infrastructure that services the subject site, no trunk infrastructure changes necessary to service the proposed development, or otherwise).
- h) Public Art: It is noted in the draft officer's report that no public art will be required as this development involves the re-use of existing buildings. It does not appear that this exemption falls into the terms of the Implementation Guideline No. 31. However, it also appears that this guideline is non-statutory in nature (instead constituting an explanatory/extrinsic/implementation guide in accordance with section 2.3(2) of the Scheme) and could accordingly adopt somewhat of a discretionary role in terms of its final application. If the officer is satisfied that their position in terms of this development's contribution to public artwork would stand irrespective of the applicant details, no change is suggested to this component of the draft report.
- i) Restriction of 'business uses': More specific confirmation via the conditions that the term 'business use' excludes those uses which would ordinarily trigger impact assessment (such as funeral premises, service station, or the predominant use of premises for a skin penetrating activity other than acupuncture) should be provided. It may be appropriate to attend to this in draft condition 8(a). Condition 8(c) achieves this well for the 'entertainment use' category.

It is noted that none of the impact assessable business uses are identified in the Attachment A list to form part of the development approval. However, where none of the conditions expressly refer to Attachment A (and instead do the generic reference back to Part 3), there is the potential for debate around the purpose of Attachment A.

j) Air Quality: Page 6 of the draft officer's report advises that a detailed air quality impact assessment report will be needed. This is not reflected in draft condition 18. Furthermore, draft condition 18(a) refers to condition 22 on acoustics – which does not exist. Condition 18(a) ought to be wholly revisited in light of the Dewpoint Group technical note and the Cardno response to the Council's information request on this point, and a more specific condition created to set clear and measurable requirements.

There is no draft condition 18(b).

Draft condition 18(c) requires annual air quality monitoring to demonstrate compliance. This condition ought to be revisited also, when the more specific and measurable parameters of what condition 18(a) requires can be known. At the very least, requiring annual monitoring to be done under "typical operating conditions" should be specified.

k) Acoustic Management: At page 6 of the draft officer's report, Council notes that an amended acoustic assessment will be required. This is not reflected in draft condition 20.

For a condition like draft condition 20, which is quantifiable, the panel recommends a more

specific approach to its drafting. Where compliance with the provisions of the WSP report are being conditioned, importing the key features of that report into the body of the condition would be appropriate (and specific reference made to the report itself, rather than the 'part 3' approach used in the condition). This applies for both parts (a) and (b) to draft condition 20.

The same comments apply for the monitoring requirements here, as above for air quality. Like the air quality condition, it is suggested that the condition regarding acoustic management ought to be wholly revisited in light of the WSP report and the Cardno response to the Council's information request on this point, and a more specific condition created to set clear and measurable requirements.

Union Place/Nicholas Street (Ipswich City Mall) works: Draft condition 4(a) addresses the
points raised at page 12 of the draft officer's report. However, it contains some level of
ambiguity which should ideally be corrected.

If this application were being attended to by a private developer, would the reinstatement works discussed at page 12 of the draft officer's report be conditioned? If yes, would it not be appropriate to condition them here aswell?

Further, the draft condition 4(a) simply refers back again to "as indicated on the approved plans outlined in Part 3". As indicated above, it is respectfully observed that this is not entirely helpful. If a specific plan can be referenced for these conditions, it would add clarity to the condition and what works in particular are required. If the works are not properly detailed on the plans — words in the condition need to be added. Detail as to the nature of this condition, including both of its sub-limbs (a) and (b), (e.g. non-trunk works condition if appropriate) ought to be provided.

- m) Hours of operation of the uses: Draft condition 6 only purports to apply to the applicant. Whilst the approval runs with the land, it is suggested that the wording of this condition be revisited to attach to the operating hours of the uses, as opposed to the applicant's conduct.
- n) **Bottle Alley works**: At page 7 of the draft officer's report, there is attention paid to the development involving works to include the widening of Bottle Alley (capitals missing from the first use of this reference term on page 7). It indicates that the works at this location are an interim solution only.

Draft condition 10 relates to the Bottle Alley works. There is nothing in that condition which indicates they are an interim solution and wherever the conditions generically refer back to "as outlined in Part 3 of this development permit", it is less than clear where specifically the reference is being made to. It is suggested that greater clarity be built around this matter and its corresponding condition (including its nature as possibly non-trunk works if appropriate).

o) Hazardous Substances: Draft condition 21 addresses hazardous substances. Based on the material considered as part of this panel review, it is unclear what is being conditioned and addressed here. For completeness, the panel questions whether any Environmental Authority is triggered, and further what approval is meant in draft condition 21(i).

In addition to the above, it would appear that the whole of Lot 1 on SP300605 forms part of the subject site. Despite this, it is unclear how or to what extent the proposed development will

impact that part of this allotment bound by Bremer Street and Bell Street. Clarification in this regard is also suggested in the report.

Finally, owners' consent was clearly an issue at some point during the Council's receipt of the application. The draft report addresses this briefly at page 12 – concluding that the issue was addressed. This panel review has not interrogated the sufficiency of the properly made nature of the development application at large.

Compliance of the recommended decision with relevant legislation, assessment benchmarks etc.

The panel refers again here, to its observations made above in terms of 'Core Issues'.

The recommended decision is to approve, subject to conditions. This is an available option for code assessable development, pursuant to 60(2) of the *Planning Act 2016*.

4. Submissions

This application was subject to code assessment and accordingly, did not attract properly made submissions. It is therefore unnecessary to consider whether any submissions have been properly considered in the draft decision.

5. Administrative matters

- a) It is noted for completeness that the leasing plans do not form part of the approved plans.
- b) The reference in Part 3 of the draft approval (page 16) to drawing 718093 A-R-MB-4101 indicates that the name of that plan is "Union Place Dining Precinct Part Floor/Ceiling & Roof Plan Sheet 2 Revision F". The version of that plan provided to the panel is described only as "Union Place Dining Precinct Part Floor Plan Sheet 2 Revision F".
- c) The outdoor dining appears to be intended for approval as part of this draft package. If a separate licence or other internal Council approval is required to properly allow this to occur, the relevant advice note ought to be included (or an indicator about the same embedded in draft condition 17).
- d) The panel understands that one of the allotments is contained on the environmental management register. The panel has assumed that no accessible underground facility is associated with the proposed development for this allotment, thereby obviating the need to consider Schedule 10, Part 4 of the *Planning Regulation 2017*. If this assumption is incorrect, this will need to be addressed.
- e) The Cardno town planning report at page 14, with respect to water quality, indicated that "the proposed development involves the reconfiguration of existing buildings and will not result in an increase in the impervious area provided. Existing stormwater arrangements will be utilised without alteration". The accuracy of this statement is questioned where outdoor dining and other streetworks are proposed.

RECOMMENDATION

Despite the issues raised above in terms of the draft report, the panel, in considering the material before it, is satisfied with the intention of the proposed Council recommendation, that being to recommend approval of the application subject to conditions.

However, as detailed above, the panel recommends that further work be attended to by the Council in terms of the draft officer report, and also the draft conditions – to ensure the decision is completely robust.

Signature of IDRP Chairperson

Name: Wendy Evans

Discipline: Planning (Chairperson)

INDEPENDENT DECISION REVIEW PANEL REPORT

8 May 2020

Development Application	10301/2019/MCU
Application Description	Material Change of Use Business Use, Entertainment Use, Recreation Use & Shopping Centre
Street Address	143, 143A & 163 Brisbane Street, 23 & 24 Ipswich City Mall, 2 Bell Street, IPSWICH QLD 4305
Real Property Description	Lot 1 & 2 RP 50109, Lot 2 SP 246525, Lot 1 RP 209886, Lot 1 SP300605, L1 RP157021
Owner	Ipswich City Council
Applicant	Ipswich City Council C/- Cardno
Reason for Referral	Council Application other than for Local Government Infrastructure
Panel Members	Wendy Evans – Planning (Chairperson)

KEY MATTERS IDENTIFIED BY COUNCIL STAFF

This is a report concerning a development application seeking approval for a material change of use for a business use, entertainment use, recreation use and shopping centre, predominantly to be undertaken within existing, refurbished buildings, which forms part of the redevelopment of the Nicholas Street and Union Place precinct by Ipswich City Council.

The subject application requires review by the General Purposes Committee and determination by Full Council in accordance with the Framework for Development Applications and Related Activities Policy as the application has been made by Council, and does not relate to the provision of standard local government infrastructure. Further, the application is considered a Sensitive Development Matter and is required to be reviewed by an Independent Decision Review Panel.

PANEL REVIEW

1. Core Issues

The development application is code assessable and accordingly, must be carried out only against the assessment benchmarks in a categorizing instrument for the development, and having regard to any matters prescribed by regulation for paragraph 45(3) of the *Planning Act 2016* (see paragraph 45(3) of the *Planning Act 2016*).

The draft officer report does not identify the relevant assessment benchmarks which have been applied for the purposes of this assessment. Nor does the report make it clear what (if any) matters the code assessment has had regard to, for the purposes of section 45(3) of the *Planning Act 2016*.

Understanding what the core issues are, that are related to this application, is not immediately possible based on the current draft officer report.

The draft statement of reasons advises the assessment benchmarks, and further - identifies where there is non-compliance with the same. What is interesting in this regard is that the noncompliance identified sits at the Specific Outcome level of the Commercial and Industrial Code. The Cardno town planning report focused on the Overall Outcomes of the applicable codes, and undertook a more cursory assessment of the Specific Outcomes - and in doing so, did not address the non-compliance with 12.7.4(3). Based on this, it would appear that the Council officer's assessment has been attended to in the manner directed by the legislation. However, it is not presently reflected in the draft officer report.

Manager Response: Report updated to include the assessment benchmarks under the heading e about the Decision'.

2. Additional Issues

Based on the development proposed and its location, the panel considers that the following issues should more clearly be addressed within the draft officer report:

a) Tenancy Mix: Suitability of the proposed land uses (which could be variously configured in terms of ultimate tenancies) in the context of the subject land. Where it will be left to market led drivers to determine the ultimate tenancy mix (i.e. there is no GFA indication/condition proposed as to what extent each use type should occupy the various tenancies), an observation confirming why this is appropriate and how it will still achieve the planning scheme provisions regarding vibrancy, economic performance and the like, would be beneficial.

Assessment Manager Response: Report updated to address suitability of tenancy mix under the heading

- 'Proposal' and 'Other Relevant Information Appropriateness of Proposed Uses'.
 b) Traffic, servicing and parking: The ability of the proposed development (which could be variously configured in terms of ultimate tenancies) to function from a traffic, servicing and parking perspective, given that no changes to current parking provision or servicing arrangements appears to form part of the application, ought to be addressed in the report. Assessment Manager Response: Report updated to address matters raised relating to traffic, servicing and parking under the heading 'Proposal'
- and parking under the heading 'Proposal'.

 The SPP: Specific attention to the State Planning Policy components forming assessment benchmarks is needed. In light of the Planning and Environment Court's decision in Black Ink Architecture Pty Ltd v Ipswich City Council [2020] QPEC 13 - this should include further information on the site's flood credentials/location with respect to a natural hazard area, and how the development 'avoids' or 'mitigates risk'.

Assessment Manager Response: Report updated to address the State Planning Policy under the heading

d) Currency period: Where there is no proposed sequencing or staging of the development, an explanation in the draft report as to the suitability of the six-year currency period would be

sment Manager Response: Report updated to address the currency period imposed under the

heading 'Other Relevant Information - Currency Period'.

e) The covered walkway: Clarification of the approval intentions for the covered walkway over Bell Street would be advantageous both in the report and possibly in the conditions. It would appear that Drawing AR-MB 3001, Revision C "Elevations - Sheet 2" indicates the "existing covered walkway to be refurbished". Page 8 of the Cardno town planning report advises instead the 'demolition of the existing pedestrian bridge crossing Bell Street'. The draft Council officers report at page 9 advises "other works associated with the precinct could also involve the demolition of the existing pedestrian Bridge connecting the Health Plaza over Bell Street, however these works do not form part of the subject development application":

Assessment Manager Response: Report updated to indicate that these works do not form part of this application under the heading 'Proposal - Precinct K'. A note has also been included on the Draft DA

- f) Other permits: It is recommended that part 5 of the draft decision be revisited, with respect to the need for subsequent operational works permits (as well as building works permits and plumbing approvals), especially in light of road reserve work.

 Assessment Manager Response: Report updated to clarify why subsequent operational works permits
- are not required under heading 'Other Relevant Information Municipal Works'
 Trunk Infrastructure: Part 12 of the draft decision records that trunk infrastructure is "not applicable to this decision". Accepting that this might be a standard observation of Council, clarifying what is meant by this statement further, would be of assistance for stand-alone reading (i.e. it is unclear whether it is meant to convey that there is no trunk infrastructure that services the subject site, no trunk infrastructure changes necessary to service the proposed development, or otherwise).

Assessment Manager Response: Part 12 of the Decision Notice has been updated to state that 'No trunk infrastructure changes pages sary to sprice the development'

trunk infrastructure changes necessary to service the development.

Public Art: It is noted in the draft officer's report that no public art will be required as this development involves the re-use of existing buildings. It does not appear that this exemption falls into the terms of the Implementation Guideline No. 31. However, it also appears that this guideline is non-statutory in nature (instead constituting an explanatory/ extrinsic/implementation guide in accordance with section 2.3(2) of the Scheme) and could accordingly adopt somewhat of a discretionary role in terms of its final application. If the officer is satisfied that their position in terms of this development's contribution to public artwork would stand irrespective of the applicant details, no change is suggested to this component of the draft report.

Assessment Manager Response: Report updated to specifically address this matter under heading

'Other Relevant Information - Public Art'.

Restriction of 'business uses': More specific confirmation via the conditions that the term 'business use' excludes those uses which would ordinarily trigger impact assessment (such as funeral premises, service station, or the predominant use of premises for a skin penetrating activity other than acupuncture) should be provided. It may be appropriate to attend to this in draft condition 8(a). Condition 8(c) achieves this well for the 'entertainment use' category.

It is noted that none of the impact assessable business uses are identified in the Attachment A list to form part of the development approval. However, where none of the conditions expressly refer to Attachment A (and instead do the generic reference back to Part 3), there is the potential for debate around the purpose of Attachment A. Assessment Manager Response: Condition 8(c) updated to specifically exclude business uses which would ordinarily trigger impact assessment.

j) Air Quality: Page 6 of the draft officer's report advises that a detailed air quality impact assessment report will be needed. This is not reflected in draft condition 18. Furthermore, draft condition 18(a) refers to condition 22 on acoustics – which does not exist. Condition 18(a) ought to be wholly revisited in light of the Dewpoint Group technical note and the Cardno response to the Council's information request on this point, and a more specific condition created to set clear and measurable requirements.

There is no draft condition 18(b).

Draft condition 18(c) requires annual air quality monitoring to demonstrate compliance. This condition ought to be revisited also, when the more specific and measurable parameters of what condition 18(a) requires can be known. At the very least, requiring annual monitoring to be done under "typical operating conditions" should be specified. Assessment Manager Response: Report updated to address this matter under heading 'Proposal - Precinct B'. The condition has not been updated for the reasons described in the report

k) B' The condition has not been updated for the reasons described in the report. Acoustic Management: At page 6 of the draft officer's report, Council notes that an amended acoustic assessment will be required. This is not reflected in draft condition 20.

For a condition like draft condition 20, which is quantifiable, the panel recommends a more

specific approach to its drafting. Where compliance with the provisions of the WSP report are being conditioned, importing the key features of that report into the body of the condition would be appropriate (and specific reference made to the report itself, rather than the 'part 3' approach used in the condition). This applies for both parts (a) and (b) to draft condition 20.

The same comments apply for the monitoring requirements here, as above for air quality. Like the air quality condition, it is suggested that the condition regarding acoustic management ought to be wholly revisited in light of the WSP report and the Cardno response to the Council's information request on this point, and a more specific condition created to set clear and measurable requirements. Assessment Manager Response: Report updated to address this matter under heading 'Proposal - Precinct B'. The corresponding condition has also been updated.

Union Place/Nicholas Street (Ipswich City Mall) works: Draft condition 4(a) addresses the points raised at page 12 of the draft officer's report. However, it contains some level of ambiguity which should ideally be corrected.

If this application were being attended to by a private developer, would the reinstatement works discussed at page 12 of the draft officer's report be conditioned? If yes, would it not be appropriate to condition them here aswell?

Further, the draft condition 4(a) simply refers back again to "as indicated on the approved plans outlined in Part 3". As indicated above, it is respectfully observed that this is not entirely helpful. If a specific plan can be referenced for these conditions, it would add clarity to the condition and what works in particular are required. If the works are not properly detailed on the plans – words in the condition need to be added. Detail as to the nature of this condition, including both of its sub-limbs (a) and (b), (e.g. non-trunk works condition if appropriate) ought to be provided.

essment Manager Response: Report updated to address this matter under heading 'Other Relevant

- Information Municipal Works'. Condition 4 has also been updated.

 m) Hours of operation of the uses: Draft condition 6 only purports to apply to the applicant. Whilst the approval runs with the land, it is suggested that the wording of this condition be revisited to attach to the operating hours of the uses, as opposed to the applicant's conduct. Assessment Manager Response: Condition 6 has been updated to address this matte
- n) Bottle Alley works: At page 7 of the draft officer's report, there is attention paid to the development involving works to include the widening of Bottle Alley (capitals missing from the first use of this reference term on page 7). It indicates that the works at this location are an interim solution only.

Draft condition 10 relates to the Bottle Alley works. There is nothing in that condition which indicates they are an interim solution and wherever the conditions generically refer back to "as outlined in Part 3 of this development permit", it is less than clear where specifically the reference is being made to. It is suggested that greater clarity be built around this matter and its corresponding condition (including its nature as possibly non-trunk works if appropriate).

sessment Manager Response: Report updated to address this matter under heading 'Proposal -

Precinct B'. Condition 10 has also been updated.
o) Hazardous Substances: Draft condition 21 addresses hazardous substances. Based on the material considered as part of this panel review, it is unclear what is being conditioned and addressed here. For completeness, the panel questions whether any Environmental Authority is triggered, and further what approval is meant in draft condition 21(i). Assessment Manager Response: Report updated to address this matter under heading 'Proposal -

In addition to the above, it would appear that the whole of Lot 1 on SP300605 forms part of the subject site. Despite this, it is unclear how or to what extent the proposed development will

impact that part of this allotment bound by Bremer Street and Bell Street. Clarification in this regard is also suggested in the report.

Assessment Manager Response: Report updated to address this matter under heading 'Proposal'

Finally, owners' consent was clearly an issue at some point during the Council's receipt of the application. The draft report addresses this briefly at page 12 – concluding that the issue was addressed. This panel review has not interrogated the sufficiency of the properly made nature of the development application at large.

Assessment Manager Response: No further action required.

Compliance of the recommended decision with relevant legislation, assessment benchmarks etc.

The panel refers again here, to its observations made above in terms of 'Core Issues'.

The recommended decision is to approve, subject to conditions. This is an available option for code assessable development, pursuant to 60(2) of the *Planning Act 2016*.

Assessment Manager Response: No further action required.

4. Submissions

This application was subject to code assessment and accordingly, did not attract properly made submissions. It is therefore unnecessary to consider whether any submissions have been properly considered in the draft decision.

Assessment Manager Response: No further action required.

5. Administrative matters

- a) It is noted for completeness that the leasing plans do not form part of the approved plans. Assessment Manager Response: Leasing plans have now been included in approved plans set.
- b) The reference in Part 3 of the draft approval (page 16) to drawing 718093 A-R-MB-4101 indicates that the name of that plan is "Union Place Dining Precinct Part Floor/Ceiling & Roof Plan Sheet 2 Revision F". The version of that plan provided to the panel is described only as "Union Place Dining Precinct Part Floor Plan Sheet 2 Revision F". Assessment Manager Response: Part 3 of the Decision Notice has been updated to correct this
- c) The outdoor dining appears to be intended for approval as part of this draft package. If a separate licence or other internal Council approval is required to properly allow this to occur, the relevant advice note ought to be included (or an indicator about the same embedded in draft condition 17).
 - Assessment Manager Response: Án advice clause titled Outdoor/Footpath Dining has been included.
- d) The panel understands that one of the allotments is contained on the environmental management register. The panel has assumed that no accessible underground facility is associated with the proposed development for this allotment, thereby obviating the need to consider Schedule 10, Part 4 of the *Planning Regulation 2017*. If this assumption is incorrect, this will need to be addressed.
 - Assessment Manager Response: Assumption is accurate, no further action required.
- e) The Cardno town planning report at page 14, with respect to water quality, indicated that "the proposed development involves the reconfiguration of existing buildings and will not result in an increase in the impervious area provided. Existing stormwater arrangements will be utilised without alteration". The accuracy of this statement is questioned where outdoor dining and other streetworks are proposed.

Assessment Manager Response: Report updated to address this matter under heading 'Other Relevant Information - Stormwater (including Water Quality)'. The works identified do not form part of the application itself and will be occurring as exempt Municipal Works.

RECOMMENDATION

Despite the issues raised above in terms of the draft report, the panel, in considering the material before it, is satisfied with the intention of the proposed Council recommendation, that being to recommend approval of the application subject to conditions.

However, as detailed above, the panel recommends that further work be attended to by the Council in terms of the draft officer report, and also the draft conditions – to ensure the decision is completely robust.

Signature of IDRP Chairperson

Name: Wendy Evans

Discipline: Planning (Chairperson)

1. <u>Decision Details:</u>

Development	Approval Type	Decision	Currency Period
Material Change of Use -	Development Permit	Approved in full subject to	6 years
Business Use,		the conditions set out in	
Entertainment Use,		Attachment A	
Recreation Use &			
Shopping Centre			

2. Conditions of Assessment Manager (Ipswich City Council)

Refer to Attachment A for Assessment Manager conditions.

3. Approved Plans Specifications and Drawings

The approved plans, specifications and drawings for this development approval are:

- (a) The plans and documents referred to in the table below (including the amendments that are required to be made to those plans and documents); and
- (b) Where the amended version of the plans and documents referred to in the table below have been approved by the Assessment Manager, the amended version of those plans and documents.

The plans referenced below are included as Attachment B of this decision notice.

APPROVED PLANS					
Reference No.	Description & Revision No.	Prepared By	Date	Assessment Manager Notes	
Aspect of deve	elopment: material	change of use			
A-R-0001	Retail Precinct Plan Revision C	Buchan Group	27 March 2020	Eats, Ipswich City Council Library, Civic Plaza and Ipswich City Council Administration Building do not form part of this application. Union Place and Nicolas Street must be dedicated as road reserve, be accessible and open to the public from Brisbane Street to Bell Street in accordance with Condition 4(a) Requirements Before the Development May Start.	
	43 Brisbane Street E				
N/A	Proposed Lower	Buchan	N/A	N/A	

	Ground Level	Group		
Precinct B – Ips	swich Retail Venue			
718093	Proposed Lower	Buchan	27 March	N/A
	Ground Level	Group	2020	·
	Revision C	'		
	Proposed	Buchan	27 March	N/A
	Ground Level	Group	2020	.,,,,
	Revision C	Стоир	2020	
	Proposed	Buchan	27 March	N/A
I	Projection Room	Group	2020	N/A
	Level	Стоир	2020	
I	Revision C			
	Proposed Plant	Buchan	27 March	N/A
	Room Level		2020	N/A
		Group	2020	
	Revision C	D	27.14	N1/0
	Elevations	Buchan	27 March	N/A
	Revision C	Group	2020	
Precinct J & K –				
	Floor Plan – Bell	Buchan	27 March	N/A
	Street Lower	Group	2020	
1000	Ground Level			
	Revision C			
	Floor Plan – Bell	Buchan	27 March	N/A
A-R-MB-	Street Ground	Group	2020	
	Level			
	Revision E			
718093	Floor Plan – Bell	Buchan	27 March	N/A
	Street Level 1	Group	2020	
1002	Revision D			
718093	Elevations –	Buchan	27 March	N/A
A-R-MB-	Sheet 1	Group	2020	
3000	Revision C			
718093	Elevations –	Buchan	27 March	Works associated with the
A-R-MB-	Sheet 2	Group	2020	walkway do not form part
3001	Revision C			of this development
				application.
718093	Union Place	Buchan	27 March	N/A
A-R-MB-	Dining Precinct –	Group	2020	
4100	Part Floor /			
	Ceiling & Roof			
	Plan – Sheet 1			
	Revision E			
	Union Place	Buchan	27 March	N/A
718093	Dii Dit	Group	2020	
718093 A-R-MB-	Dining Precinct –		I .	I
A-R-MB-	Part Floor Plan –			
A-R-MB- 4101		,		
A-R-MB- 4101	Part Floor Plan –	·		
A-R-MB- 4101	Part Floor Plan – Sheet 2			

nents Required

4. Referral Agencies

The referral agencies for this application are:

Referral Agency	Referral Role	Aspect of Development Requiring Referral	Address
Department of	Concurrence	- State Transport Corridors and	Ipswich SARA Office
State Development,		Future State Transport	Post: PO BOX 129,
Manufacturing,		Corridors	IPSWICH QLD 4305
Infrastructure and		- Queensland Heritage Place	Email:
Planning		(on or near a Queensland	<u>IpswichSARA@dsdm</u>
		Heritage Place)	ip.qld.gov.au
			Ph: 07 3432 2413

Refer to Attachment C for Referral Agency conditions.

5. <u>Variation Approval</u>

Not applicable to this decision.

6. Further Development Permits

Further development permits, as required by the *Planning Act 2016*, must be obtained before the development can be carried out in respect of building works and plumbing works in relation to this approval prior to the commencement of works pursuant to the *Planning Act 2016*.

7. Environmental Authority

Not applicable to this decision.

8. Properly Made Submissions

Not applicable to this decision.

9. Currency period for the approval (section 85 of the Planning Act 2016)

The currency period for this approval is as outlined in part 1 – 'decision details' of this decision notice, starting the day the approval takes effect. Unless the currency period is extended by the Assessment Manager pursuant to section 87 of the *Planning Act 2016*, this development approval lapses in accordance with section 85 of the *Planning Act 2016*.

10. When approval lapses if development started but not completed—variation approval

Not applicable to this decision.

11. Other requirements under section 43 of the Planning Regulation 2017

Not applicable to this decision.

12. Trunk Infrastructure

No trunk infrastructure changes necessary to service the proposed development.

13. Infrastructure Charges

- (a) No infrastructure charges have been levied by Council for the proposed development.
- (b) From 1 July 2014, the Central SEQ Distributor-Retailer Authority (QUU) will issue all Infrastructure Charges Notices for charges relating to water and wastewater. For further information, it is recommended that you contact QUU's developer customer service team on (07) 3432 2200.

14. Submitting Change Representations to Request a Negotiated Decision Notice

In accordance with section 75 of the Planning Act 2016, the applicant may submit change representations to request a negotiated decision notice, during the applicant's appeal period, about changing a matter in the development approval (other than a matter stated

because of a referral agency response or a development condition imposed under a direction by the Minister).

The applicant's appeal period is 20 business days, and any change representations must be submitted and assessed during this time, unless the applicant suspends the appeal period. To ensure both the applicant and the assessment manager have sufficient time to consider the change representations, it is recommended that the applicant suspend the appeal period (refer to section 75(2) of the Planning Act 2016) prior to submitting their change representations. This will allow an additional 20 business days for the applicant to submit their change representations, if required, and up to 20 business days for the assessment manager to consider the representations from the date the change representations are received.

Ipswich City Council does not charge an application fee for the submission of change representations.

For more information, please refer to the State Government's fact sheet on Change Representations: https://dilgpprd.blob.core.windows.net/general/factsheet-change-representations.pdf.

15. Appeal Rights

Applicant's appeal rights

Υo	u have appeal rights in relation to this decision. An appeal may be made against, as
ар	plicable:
	the refusal of part of the development application; or
	a provision of the development approval; or
	if a development permit was applied for, the decision to give a preliminary approval.

An appeal must be started within 20 business days after this notice is given to you.

An appeal may be made to the Planning and Environment Court or, for certain matters which are identified in section 1(2) of Schedule 1 of the *Planning Act 2016*, to a development tribunal.

An appeal is started by lodging a notice of appeal with the registrar of the Planning and Environment Court or a development tribunal, as applicable. The notice of appeal must be in the approved form, succinctly state the grounds of the appeal and be accompanied by the required fee.

An appellant to the Planning and Environment Court must give a copy of the notice of appeal, within 10 business days after the appeal is started, to the persons identified in section 230(3) of the *Planning Act 2016*. A person who is appealing to the Planning and Environment Court must comply with the rules of the court that apply to the appeal. Chapter 6, Part 1 and Schedule 1 of the *Planning Act 2016* sets out further information about appeal rights.

An extract from the Planning Act 2016 about appeal rights is attached to this decision notice.

Attachment A Assessment Manager's Conditions File No: 10301/2019/MCU

Location: 143, 143A, 163 Brisbane Street, 23, 24 Ipswich City Mall and 2 Bell Street, IPSWICH QLD 4305

Proposal: Material Change of Use – Business Use, Entertainment Use, Recreation Use & Shopping Centre

Assessment Manager (Ipswich City Council) Conditions					
_	Conditions applicable to this approval under the Planning Act 2016				
No.	Condition Condition	The time by which the condition must be met, implemented or complied with			
1	Pagis of Approval				
1.	Basis of Approval This approval incorporates as a condition, the applicant's common material (as defined in Schedule 24 – Dictionary of the <i>Planning Regulation 2017</i>) for the application and adherence to all relevant Council Local Laws and/or the <i>Ipswich Planning Scheme</i> (including Planning Scheme Policies) unless otherwise varied by this approval or varied by a condition of this approval. Note: Any variation in the development from that approved herein may constitute assessable	From the commencement of the construction of the development and at all times thereafter.			
	development pursuant to the <i>Planning Act 2016</i> .				
2.	Minor Alterations				
	Notwithstanding the requirements detailed in this approval, any other minor alterations accepted in writing by the assessment manager will suffice.	At all times after the approval is granted.			
3.	Development Plans				
	The applicant must undertake the development generally in accordance with the approved plans outlined in Part 3 - Approved Plans Specifications and Drawings of this development permit.	From the commencement of the construction of the development and at all times thereafter.			
4	Description and a Referential Description and Mary Stant				
(a)	Requirements Before the Development May Start Unless otherwise approved in writing by the assessment manager, Union Place and Nicholas Street must be dedicated as road reserve and constructed so as to be accessible and open to the public from Brisbane Street to Bell Street as indicated on the plan titled Retail Precinct Plan, prepared by Buchan Group and dated 27 March 2020.	Prior to the commencement of any use.			
(b)	The civic plaza within Precinct F – Library/Civic as indicated on the plan titled Retail Precinct Plan, prepared by Buchan Group and dated 27 March 2020	Prior to the commencement of any use.			

5.	Hours of Construction	
	Unless otherwise approved in writing by the	At all times during construction of
	assessment manager, construction works must only	the development.
	occur within the hours as defined in <i>Planning Scheme</i>	

must be completed and open to the public.

Policy 3 – General Works Part 5, Section 5.1.3.

6.	Hours of Operation		
	Work or business must not be conducted from the	From the commencement of the	
	premises outside the hours of 6:00am to midnight	use and at all times thereafter.	
	Monday to Sunday.		

7.	Particular Use	
	The applicant must not use any of the structures	From the commencement of the
	associated with the identified uses for each tenancy	construction of the development
	outlined in part 3 of this development permit, inclusive	and at all times thereafter.
	of car parking and any associated outdoor areas on the	
	premises, for any other purpose, unless, in the written	
	opinion of the assessment manager, such use is	
	ancillary and incidental to the predominant use of the	
	premises for the identified uses for each tenancy	
	outlined in Part 3 - Approved Plans Specifications and	
	Drawings of this development permit.	

8.	Limits to Approval	
(a)	This approval limits the use of the tenancies within Precinct A – 143 and 143A Brisbane Street, Precinct B – Venue, Precinct J – Metro B and Precinct K – Metro and any associated outdoor areas to the uses identified and listed in the approved plans outlined in Part 3 - Approved Plans Specifications and Drawings of this development permit.	From the commencement of any use and at all times thereafter.
(b)	All activities associated with any indoor recreation use must be carried out within the confines of the building and not within any car parking areas or any associated outdoor areas on the site.	From the commencement of the relevant use and at all times thereafter.
(c)	The following business uses must not be carried out in any of the tenancies: (i) funeral premises;	From the commencement of the relevant use and at all times thereafter.
	(ii) service station; and (iii) the predominant use of premises for a skin penetrating activity other than acupuncture.	
(d)	With the exception of tenancy MMU-01, which is permitted to operate as a Cinema, all other tenancies approved to operate as an entertainment use are	From the commencement of the relevant use and at all times thereafter.

limited to any of the following:	
(i) amusement parlour;	
(ii) cabaret;	
(iii) club;	
(iv) concert hall;	
(v) dance hall;	
(vi) licensed club;	
(vii) night club; or	
(viii) theatre.	

9.	Separate Agreements (Sale Agreements, Tenancy Agreements, Lease Agreements, Community Management Statements, Developer Covenants etc.)		
(a)	The applicant must ensure any separate agreements (including but not limited to sale agreements, tenancy agreements; lease agreements; community management statements; developer covenants etc.) require the development to be conducted/operated in accordance with:		From the commencement of the use and at all times thereafter.
	(i)	this development approval (and any subsequent amendments/changes to this approval)	
	(ii)	any related or consequential approvals (e.g. material change of use, reconfiguring a lot, operational works or building works)	
(b)	The a	pplicant must ensure a copy of all approvals	At the time an agreement is
	referr	red to in (a) above are:	presented to the relevant parties.
	(i)	appropriately referenced in such agreements	

10.	Bottle Alley		
	The applicant must undertake the works within Bottle	Prior to the commencement of	
	Alley as outlined in the plan titled Proposed Lower	the first use within Precinct B -	
	Ground Level, prepared by Buchan and Group and	Venue.	
	dated 27 March 2020. These works must be fully		
	completed and Bottle Alley open to the public.		

11.	Activation of Buildings	
(a)	Unless otherwise approved in writing by the	Prior to the commencement of

		assessment manager, all windows and building entries	any use along the relevant
		fronting Brisbane Street, Bell Street, Ipswich City Mall	frontage and at all times
		(Nicholas Street), Ellenborough Street or Union Place	thereafter.
		Mall are to remain visually permeable at all times	
		during the operation of the development. To this end,	
		all windows and entry points are to remain transparent	
		and must not be covered with advertising, screening or	
		opaque tinting of any kind.	
(0	(b	Unless otherwise approved in writing by the	From the commencement of the
		assessment manager, advertising signage is not	use and at all times thereafter.
		permitted to be located on windows and entry doors of	
		the buildings.	

12.	Visual Treatment of Plant and Equipment	
(a)	The applicant must ensure all plant and equipment (inclusive of tanks, air conditioning units, compressors, generators, ducting, ventilation and the like):	Prior to the commencement of the use and at all times thereafter.
	(i) is not located between any building and the dedicated road/railway reserve/adjoining premises including the civic area precinct; or	
	(ii) is appropriately screened (and ventilated) from view from the dedicated road, railway reserve and the adjoining premises including the civic area precinct.	
(b)	The applicant must, where screening is required pursuant to (a), submit for written approval by the assessment manager details of the screening method or device. All screening must be of materials similar in appearance and specification to those used in the construction of buildings on the premises and adjacent premises.	Prior to the lodgement of the application for building work.
(c)	The applicant must construct and maintain all screening in accordance with the approval issued by the assessment manager.	Prior to the commencement of the use and at all times thereafter.
(d)	Rooftop areas must be designed to conceal and disguise rooftop machinery and service equipment. Any additional screening must be strictly in accordance with the approved plans outlined in Part 3 of this development permit unless otherwise approved in writing by the assessment manager.	Prior to the commencement of the use and at all times thereafter.

13.	Building Finishes		
	The applicant must obtain written approval from the	Prior to the commencement of	
	assessment manager for a schedule of colour(s) and	any use.	
	external finishes for the building.		

14.	Lighting	
	Lighting used to illuminate any areas of the premises (ie	Prior to the commencement of
	security or flood lighting) must be designed,	the use and at all times
	constructed, located and maintained to the satisfaction	thereafter.
	of the assessment manager so as not to cause nuisance	
	to the occupants of nearby properties or passing traffic.	
	All lighting must be angled or shaded in such a manner	
	so that light does not directly illuminate any nearby	
	premises or roadways and does not cause extraneous	
	light to be directed or reflected upwards.	

The applicant must provide adequate access for people in wheelchairs by means of an unimpeded continuous path of travel from any adjacent roadway, other public lands and from any car parking bay allocated for use by people with a disability, to all parts of the development which are normally open to the public. Prior to the commencement of the use and at all times thereafter.

16.	Trade Materials, Products and Plant	
	The applicant must store all trade materials, products	From the commencement of the
	and plant within the confines of the building and/or	use and at all times thereafter.
	approved storage areas.	

17.	Outdoor/Footpath Dining Areas	
	The applicant must ensure a minimum two (2) metre	From the commencement of the
	wide passageway is at all times left clear and	relevant use and at all times
	unobstructed between the building and any	thereafter.
	outdoor/footpath dining areas to enable pedestrian	
	mobility.	

18.	Air Q	uality Emissions – 'Precinct B' Go Kart Tenancy'	
(a)	certif profe	pplicant must submit to the assessment manager ication from a suitably qualified and experienced ssional that the building ventilation system has designed and constructed to ensure:	Prior to the commencement of the relevant use.
	(i)	compliance with relevant short and long-term Safe Work Australia – Workplace Exposure Standard for Airborne Contaminants (including air emissions associated with combustion of hydrocarbon fuels during use of Go Karts and emission of vapours during refuelling activities); and	
	(ii)	air exhausted to the outdoor environment does not expose pedestrians or nearby uses to air emissions exceeding the Work Australia – Workplace Exposure Standard for Airborne	

	Contaminants or the Environmental Protection	
	(Air) Policy 2019 ambient air quality objectives.	
	The certification must ensure the requirements of	
	Condition 19 Acoustic Management (requiring the	
	loading dock to be closed at all times) and Condition	
	12 Visual Treatment of Plant and Equipment have been	
	considered in the ventilation design.	
(b)	The applicant must, under typical operating conditions,	From the commencement of the
	undertake annual air quality monitoring, carried out by	relevant use.
	a suitably qualified professional, to demonstrate	
	compliance with the air quality standards referenced at	
	(a) above, and provide evidence of monitoring upon	
	request by the assessment manager.	

19.	Acoustic Management – 'Precinct B' Go Kart Tenanc	·γ'
(a)	The applicant must submit to the assessment manage certification from a suitably qualified and experience professional demonstrating that the Go Kart engine noise controls, building fit-out and mechanical plant associated with the use has been designed and constructed to ensure:	
	(i) noise generation within the tenancy complies with Workplace Health and Safety QLD daily a peak noise exposure standards;	I
	(ii) noise generated by operation of the facility complies with the Environmental Protection (Noise) Policy 2019 acoustic quality objectives sensitive receiver locations, including along Ellenborough Street, Nicholas Street (Ipswich City Mall) and Brisbane Street;	s at
	(iii) noise generated by operation of the facility complies with AS/NZS 2107:2016 Acoustics – Recommended design sound levels and reverberation times for building interiors with all tenancies located within 'Precinct B'; and	nin
	(iv) The acoustic control measures recommended Section 5.3 of the Noise Impact Assessment, prepared by WSP and dated 11 March 2020 have been incorporated into the developmen design.	t
(b)	The applicant must operate the use in accordance wi the following recommendations as listed in Section 5 of the Noise Impact Assessment, prepared by WSP ar dated 11 March 2020:	.3 relevant use and at all times

	(i)	The external loading dock doors on Ellenborough Street must be made of solid materials and fitted with an acoustically effective perimeter and threshold seal.	
	(ii)	An 'air lock' door lobby at the Nicholas Street entry must be provided and fitted with an acoustically effective perimeter and threshold seal; and	
	(iii)	The loading dock doors located on the Western facade must be closed at all times that any Go Kart is operational.	
(c)	under suitab compl and p	oplicant must, under typical operating conditions, take annual noise monitoring, carried out by a bly qualified professional, to demonstrate liance with the standards referenced at (a) above, rovide evidence of monitoring upon request by sessment manager.	From the commencement of the relevant use and at all times thereafter.

20.	Hazaı	rdous Substances	
	The a	pplicant must ensure hazardous substances within	From the commencement of the
	conta	iners of the volumes listed below are	relevant use and at all times
	appro	ppriately stored as follows:	thereafter.
	(i)	Individual containers less than 15 litres are stored within an approved, bunded compound when not in use.	
	(ii)	Individual containers of greater than 15 litres are located within an impervious bunded area that is covered from ingress of stormwater and built to retain 100% of the capacity of the largest container plus 25% of the cumulative volume of stored hazardous substances.	

21.	Stormwater Quantity Management	
	The applicant must discharge stormwater runoff from	Prior to the commencement of
	all impervious areas to the existing stormwater system.	the use and at all times
		thereafter.

22.	Sediment & Erosion Management - Construction & Ope	rational Phases
	The applicant must provide for all unpaved and	Prior to commencement of the
	disturbed areas sufficient grass or equivalent cover to	use and during the period that
	prevent both rill and sheet erosion.	the approved use is being carried
		out on the development site.

23.	Further Works	
(a)	The applicant must take due regard of all existing	During the construction of the
	services when undertaking works associated with this	development and prior to
	development.	commencement of use.
(b)	The applicant must alter any services when the relevant	During the construction of the
	authority or assessment manager determines that	development and prior to
	works associated with this development has an impact	commencement of use.
	upon any existing services.	

Assessment Manager (Ipswich City Council) Advice

The following advice is offered for your information only and should not be viewed as mandatory conditions of this approval.

1. Advertising Signage

Unless any advertising devices associated with the proposed use meets the exempt criteria set out in Schedule 9 of the *Ipswich Planning Scheme 2006*, such signage would require submission to Council of a code assessable development application for operational works – placing an advertising device on premises. For further information please contact the Planning and Development Department on (07) 3810 6888.

2.	Fire Ants
(a)	In accordance with the Biosecurity Act 2014 and the Biosecurity Regulation 2016, the
	State of Queensland has implemented movement controls in areas (Fire Ant Biosecurity
	Zones) of Queensland where the Red Imported Fire Ant (ant species Solenopsis invicta)
	has been detected.
(b)	It is a legal obligation to report any sighting or suspicion of Fire Ants within 24 hours to
	Biosecurity Queensland on 13 25 23 (24hrs). It should be noted that works involving
	movements of all materials associated with earthworks (import and export) within a fire ant
	biosecurity zone is subject to movement controls and failure to comply with the regulatory
	provisions is an offence under the Biosecurity Act 2014. The Fire Ant Biosecurity Zones, as
	well as general information can be viewed on the Department of Agriculture and Fisheries
	website www.daf.qld.gov.au/fireants.
(c)	The land over which you have made a development application is within a Fire Ant
	Biosecurity Zone. The presence of Fire Ants on the site may affect the nature, form and
	extent of works permitted on the site. In view of this it will be necessary for you to
	contact Biosecurity Queensland to investigate the site and for you to implement any
	necessary matters required prior to the commencement of any works.

3. Portable Long Service Leave

Where the proposed works (civil and landscaping) are valued at \$150,000 or more and match the definition of Building and Construction Industry, the *Building and Construction Industry (Portable Long Service Leave) Act 1991* requires that evidence of payment of the Portable Long Service Leave (QLeave) Levy be received by Council as a condition of issuing a development permit for building works, operational works and plumbing and drainage works applications, as defined under the *Planning Act 2016*.

If you require clarification in regard to the *Building and Construction Industry (Portable Long Service Leave) Act 1991*, you should contact QLeave on 1800 803 481 (free call) or

(07) 3212 6855.

4. Local Government Regulation 2012

This property may be subject to the provision of Section 116 of the *Local Government Regulation 2012*. This section of the regulation limits any increase in rates to a predetermined percentage. In accordance with Council's budget and rating resolutions, if the property is sold or reconfigured in any way (eg subdivision, dedication or partial dedication, amalgamation) this benefit will no longer apply. For further information please contact the Ipswich City Council Customer Contact Centre on (07) 3810 6666.

5. Section 73 of the *Planning Act 2016*

Pursuant to section 73 of the *Planning Act 2016*, a development approval including any conditions of approval is binding on the owner, the owner's successor in title and any occupier of the land.

6. Trolley Containment System

Pursuant to Council's Local Law No. 8 (Nuisances and Community Health and Safety), where applicable, the applicant must implement a trolley containment system to ensure that all shopping trolleys remain within the retail premises.

7. Telecommunication Conduit Infrastructure

The installation of telecommunication conduit and infrastructure is to be in accordance with the Communications Alliance publication titled Fibre Ready Pit and Pipe Specifications for Real Estate Development Projects (Reference G645:2011) or the Deployment of the NBN Co Conduit and Pit Network – Guidelines for Developers where it is triggered by the Australian Government policy on 'Fibre in new developments'.

8. Hazardous Substances

Where dangerous goods are stored on site, compliance with the Queensland *Work Health* and *Safety (WHS) Act 2011* is required. Enquiries regarding the storage of dangerous goods can be made by contacting Workplace Health and Safety Queensland on 1300 369 915.

9. Trade Waste

Waste water directed to sewer must only be carried out in compliance with an approved Trade Waste Permit for the site. All associated water treatment equipment (if any) must be covered by the permit, where released to sewer. Enquiries regarding Trade Waste requirements can be made by contacting Queensland Urban Utilities on telephone number 13 26 57.

10. Food Licence

Where food is sold, served and or produced on the site there may be a need to hold a licence to do so under the *Food Act 2006*. Please contact Council for advice regarding this matter by ringing 3810 6666.

11. Entertainment Venue

The Applicant / Operator may be required to hold a permit for an Entertainment Venue under Council's Local Law 3. The applicant is advised to contact the Planning and Regulatory Services Department of Ipswich City Council for advice regarding this matter on

(07) 3810 6666.	
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12	Outdoor/Footpath Dining
	The Applicant / Operator may be required to hold a permit for outdoor/footpath dining
	under Council's Local Law 3 and 7. The applicant is advised to contact the Planning and
	Regulatory Services Department of Ipswich City Council for advice regarding this matter on
	(07) 3810 6666.

13.	Liquor Licence
	If the Applicant / Operator proposes to sell alcohol a liquor licence may be required. For
	information on liquor licensing please contact the Office of Liquor and Gaming Regulation
	on 13QGOV.

Our Reference 10301/2019/MCU:GJ
Contact Officer Mr Grant Johnson
Telephone (07) 3810 7540



STATEMENT OF REASONS

(Notice about the decision given under section 63(4) of the Planning Act 2016)

APPLICANT DETAILS

Applicant name: Ipswich City Council C/- Cardno

APPLICATION DETAILS

Application number: 10301/2019/MCU

Application type: Material Change of Use
Approval sought: Development Permit

Description of proposed

development:

Business Use, Entertainment Use, Recreation Use & Shopping Centre

Level of Assessment: Code

SITE DETAILS

Street address: 143, 143A & 163 Brisbane Street, 23 & 24 Ipswich City Mall, 2 Bell

Street, IPSWICH QLD 4305

Real property description: Lot 1 & 2 RP 50109, Lot 2 SP 246525, Lot 1 RP 209886, Lot 1

SP300605, L1 RP157021

DECISION

Date of decision: [TBC]

Decision: Approved in full with conditions

Decision Authority: Full Council

1. Reasons for the Decision:

The reasons for this decision are:

- The application was properly made and followed the Development Assessment Rules in effect.
- The application was assessed against the applicable Assessment Benchmarks.
- The assessment manager, after carrying out the assessment, found that the development complied with the relevant Assessment Benchmarks applicable to the development, or resolved a conflict between the benchmarks, or resolved a conflict between the benchmarks and a referral agency's response.
- The development was not prohibited development under a categorising instrument or local categorising instrument.

Ipswich City Council Page 2

2. Assessment Benchmarks

The following are the assessment benchmarks applying for this development:

Categorising Instrument	Assessment Benchmarks
State Planning Policy July	Planning for liveable communities and housing
2017, Part E	Planning for economic growth
	Planning for environment and heritage
	Planning for safety and resilience to hazards
	Planning for infrastructure
Ipswich Planning Scheme	City Centre Code (Part 5)
2006	Development Constraints Overlays Code (Part 11, division 4)
	Commercial and Industrial Code (Part 12, division 7)
	Parking Code (Part 12, division 9)
	Recreation and Entertainment Code (Part 12, division 11)

3. Compliance with Benchmarks

The following are the reasons why the application was approved despite the development not complying with the following assessment benchmarks:

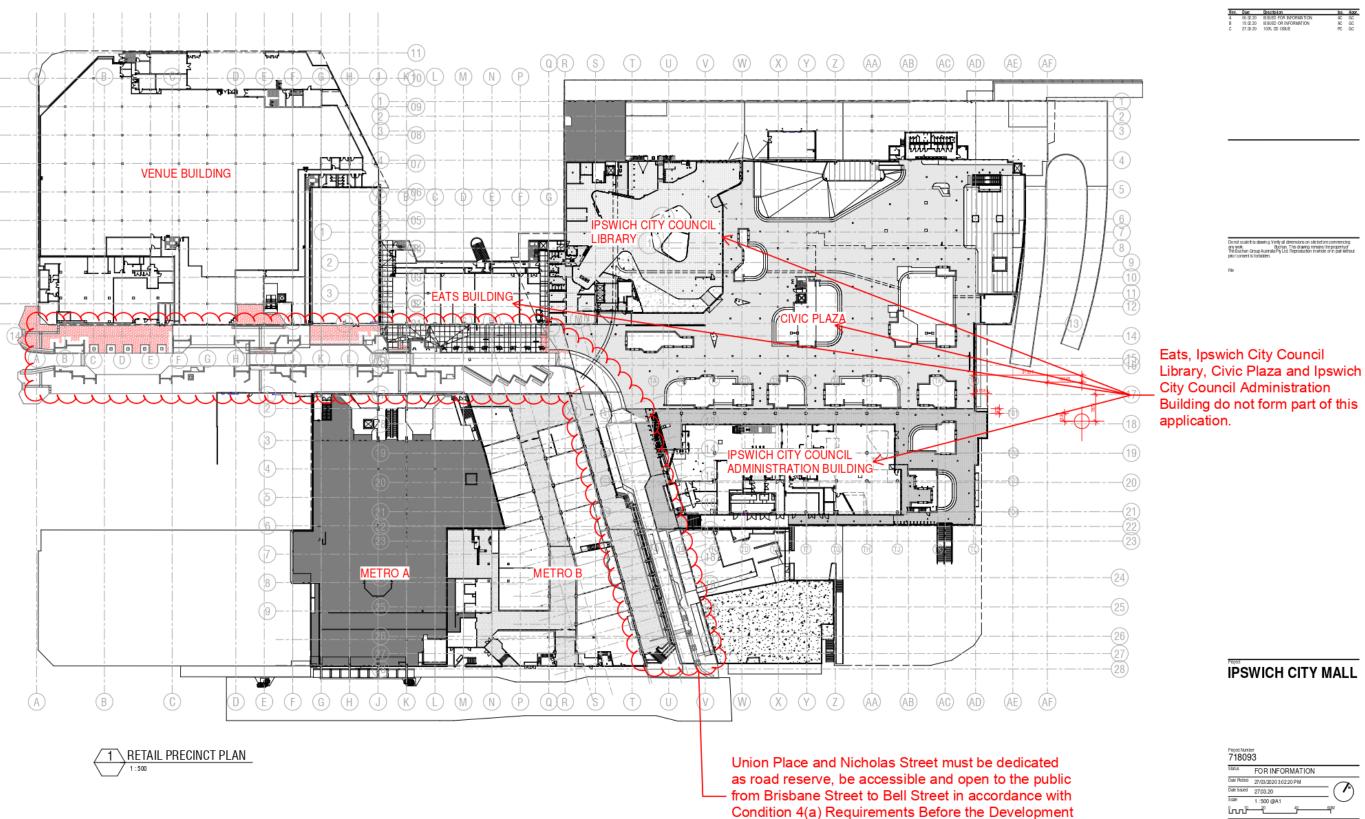
Categorising Instrument, Assessment benchmark	Reasons for approval despite non-compliance
Ipswich Planning Scheme — Commercial and Industrial Code — 12.7.4(3)	Each of the identified precincts are wholly located within an individual title. All proposed uses involves the re-use of existing buildings, which are under various titles across the wider precinct. Some of the current titling arrangements are in place due to the existing railway infrastructure underneath the mall with one (1) title under the ownership of Queensland Rail. Accordingly, it is not considered reasonable to require the amalgamation of these lots given the historic arrangements.

4. Relevant matters for development subject to impact assessment

Not applicable.

5. Matters raised in submissions for development subject to impact assessment

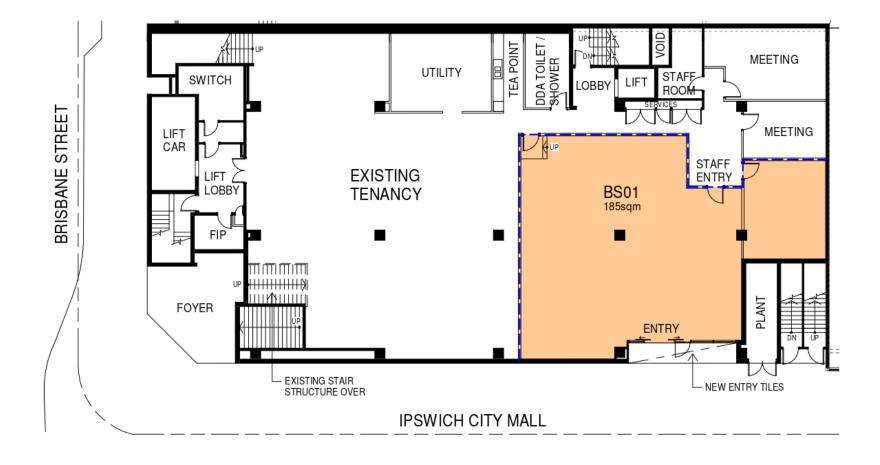
Not applicable.



May Start

RETAIL PRECINCT PLAN

A-R-0001



10-

09-

(80)

(07)

06

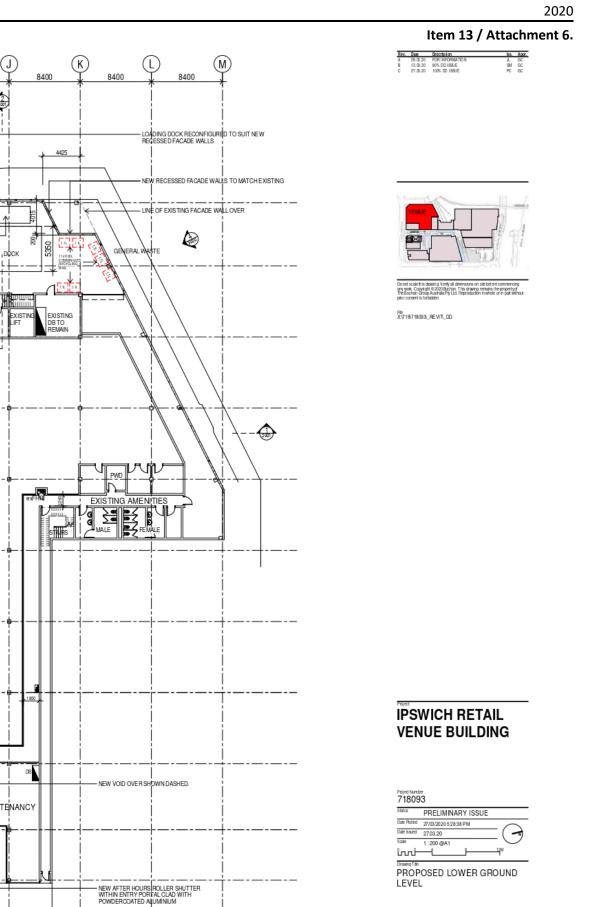
05

(PA)

03

(18)

(01)



ELLENBOROUGH STREET

TANK PROP

TENANCY

EXCLUDED

NOT IN SCOPE

TENANCY

SUB STATION

EXCLUDED NOT IN SCOPE

1 PROPOSED FLOOR PLAN - LOWER LEVEL

- TIMBER LOOK BATTEN SCREEN:

150 x 50 ALUMINIUM RHS EXTRUSION WITH CAP
ENDS - KNOTWOOD OR EQUAL APPROVED.
RIXED TO NEW PAINTED STEEL
SUBSTRUCTURE BEHIND

LOADING AREA

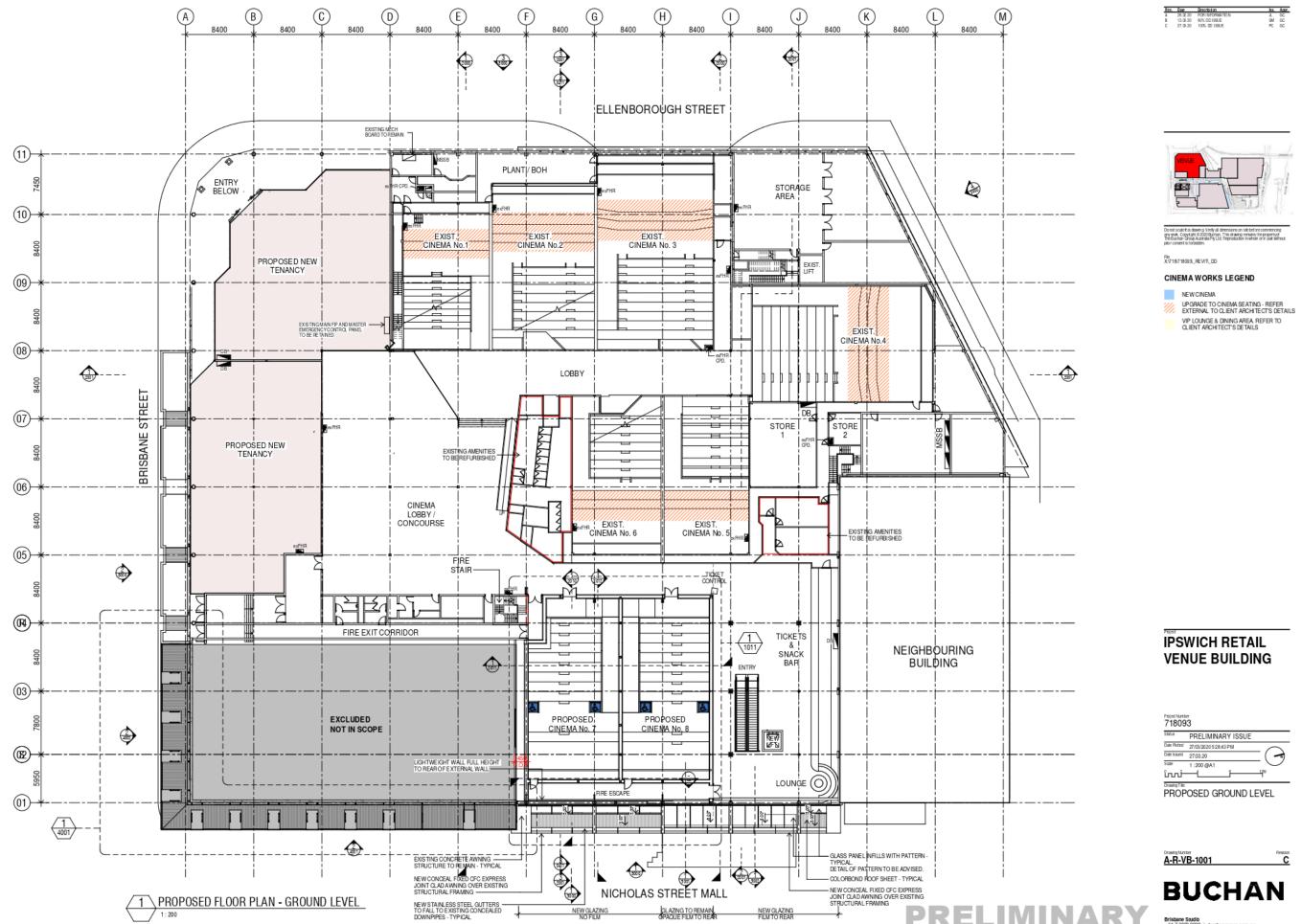
FIP AND SECONDARY EMEGENCY CONTROL PANEL

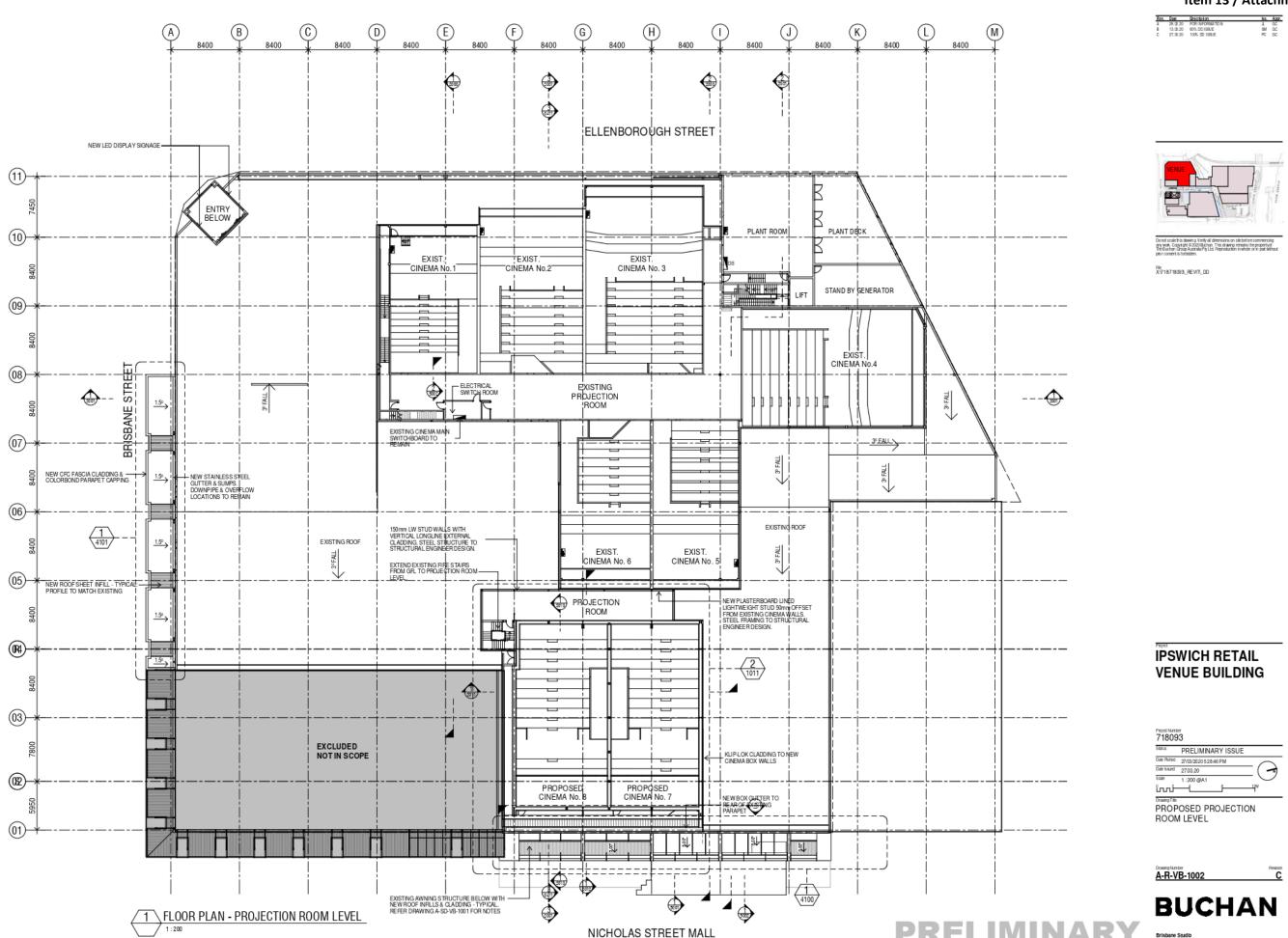
NEW ENTRY

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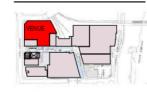
BUCHAN

19 MAY Item 13 / Attachment 6. File X:718/718093_REVIT_DD CINEMA WORKS LEGEND NEW CINEMA UPGRADE TO CINEMA SEATING - REFER EXTERNAL TO CLIENT ARCHITECT'S DETAILS VIP LOUNGE & DINING AREA. REFER TO CLIENT ARCHITECT'S DETAILS **IPSWICH RETAIL VENUE BUILDING** 718093 Status PRELIMINARY ISSUE Date Issued 27.03.20 PROPOSED GROUND LEVEL



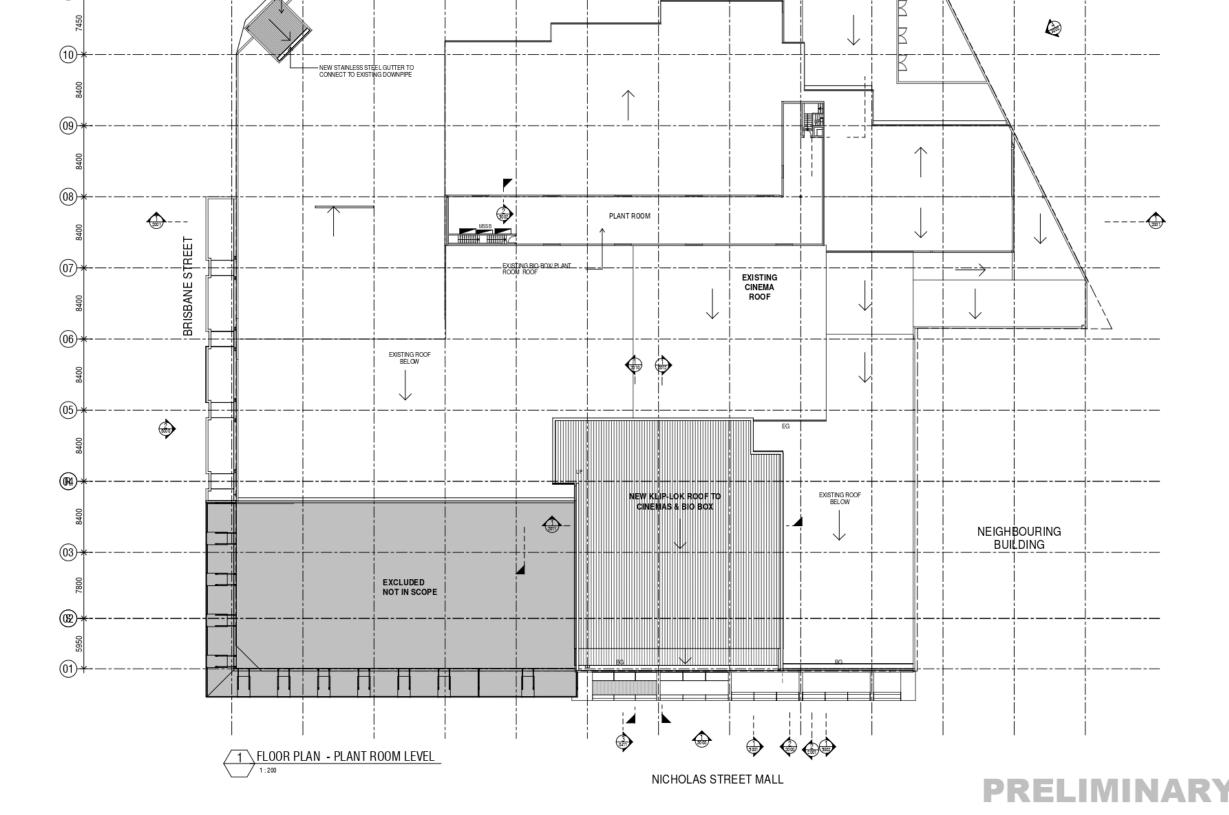






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ELLENBOROUGH STREET

NEW COLORBOND ROOF SHEET

IPSWICH RETAIL VENUE BUILDING

Feld Market
718093

Status PRELIMINARY ISSUE
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Dain Based 27/03/2020 528:49 PM

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State 1:200 @A1

Daving Title
PROPOSED PLANT ROOM
LEVEL

Drawing Number Resistor
A-R-VB-1003 C

BUCHAN

Brisbane Studio

NEW KLIP-LOK ROOF AND FACADE TO ENCLOSE PROPOSED CINEMA BOXES —

PLANT ROOM 40.050 m PROJECTION ROOM

LOWER LEVEL

PLANT BOOM BOOF

43.600 m

PLANT ROOM 40.050 m

PLANT ROOM 6 SSL 34.900 m

LOBBY FLOOR LEVEL SSL 31.810 m

GROUND LEVEL 31.000 m SVZ _ LOWER LEVEL 26.400 m

PROJECTION

NEW CFC CLADDING AND GLAZED ROOFS TO EXISTING AWNINGS. (PAINT FINISH) -TYPICAL

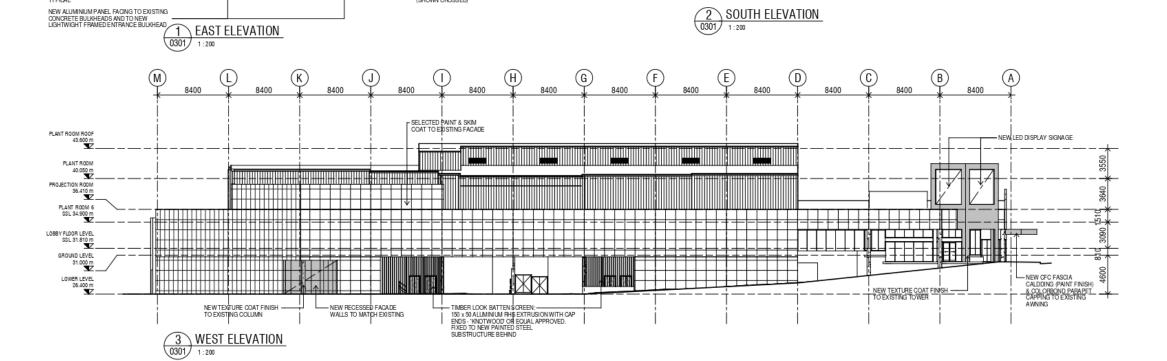
Item 13 / Attachment 6.





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— TIMBER LOOK BATTEN SCREEN: — 150 x 50 ALUMINIUM RHS EXTRUSION WITHCAP ENDS -KNOTWOOD' O'RECULAL APPROVED. RIXED TO NEW PAINTED STEEL SUBSTRUCTURE BEHIND

NEW KLIPLOCK METAL DECK ROOF PROPOSED CINEMA AND BIO BOX

NEW TEXTURE COAT FINISH TO EXISTING TOWER

PLANT ROOM ROOF 43,600 m

PROJECTION ROOM 36.410 m PLANT ROOM 6 SSL 34.900 m

10000 0000 000

EXISTING BIO BOX AND PLANT ROOM-

NEW TEXTURE COAT FINISH TO EXISTING COLUMN

NEW RECESSED FACADE WALLS TO MATCH EXISTIN

SELECT PAINT & SKIM COAT TO EXISTING FACADE

NORTH ELEVATION
1:200

7450

NEW COLOURBOND ROOF

NEW LED DISPLAY SIGNAGE

IPSWICH RETAIL VENUE BUILDING



ELEVATIONS

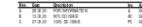
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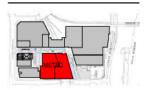
BUCHAN

Brisbane Studio + 61 7 3899 9222 / buchan group.com.ar

PRELIMINARY

- NEW OFC FASCIA CALDDING (PAINT FINSH) & COLORBOND PARAFET CAPPING TO EXISTING AWNING





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Dale Basard 27/03/2020/949-17 AM

Dale Basard 1:200 @A1

Crowing Tile

Crowing Tile

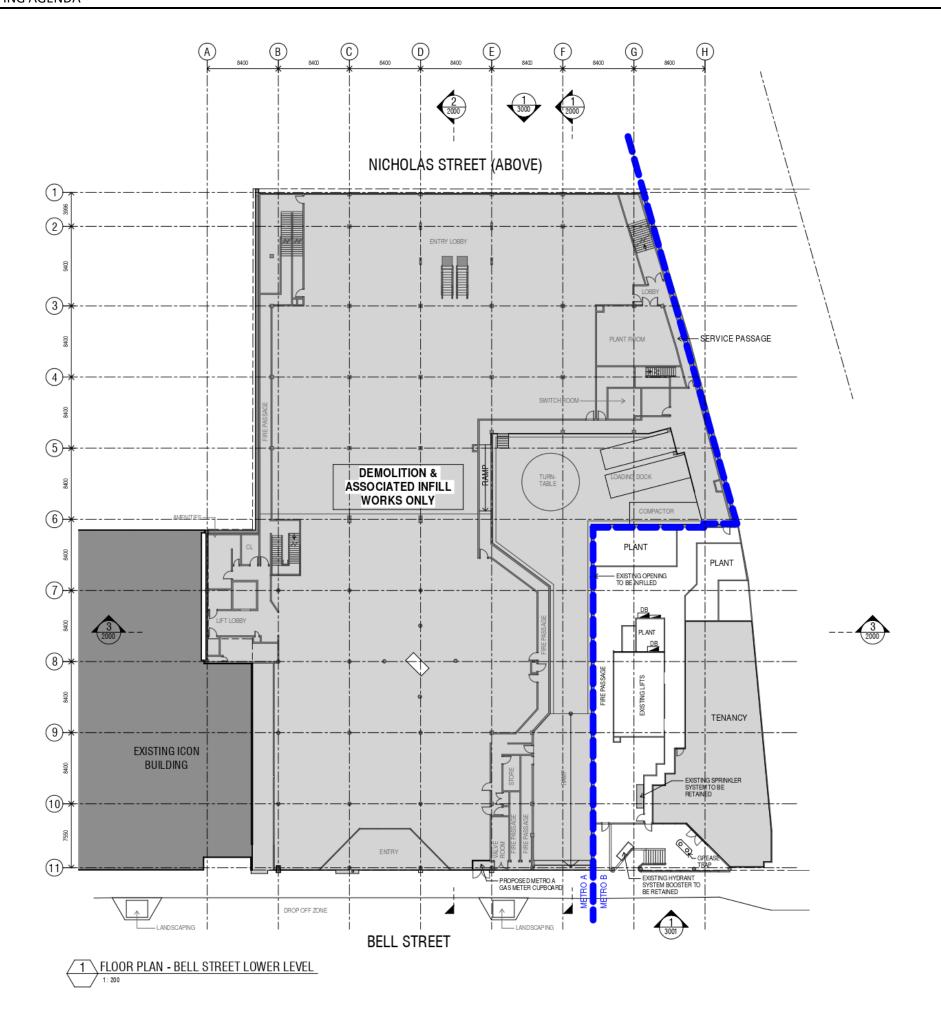
Travegrate: FLOOR PLAN - BELL STREET LOWER GROUND LEVEL

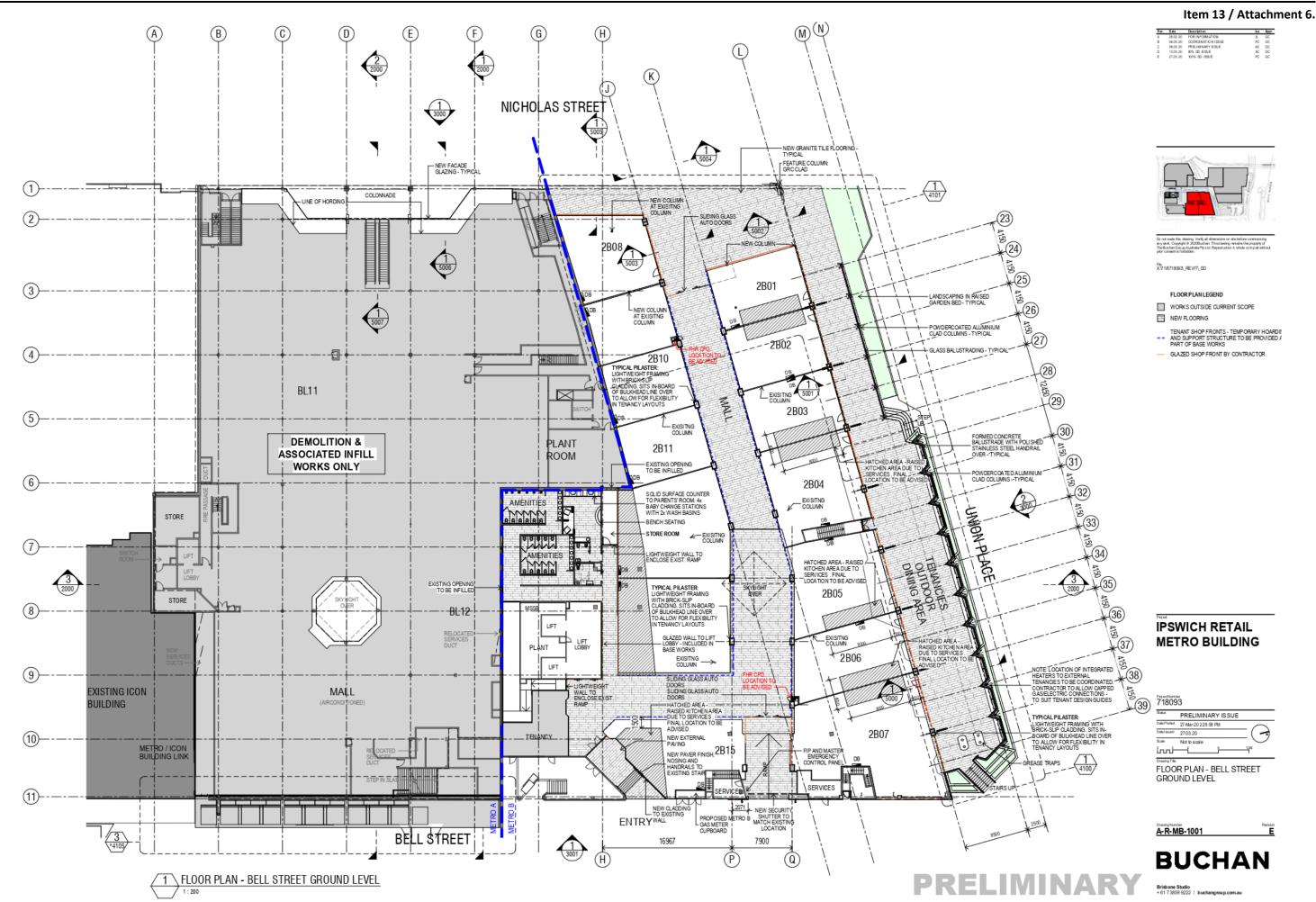
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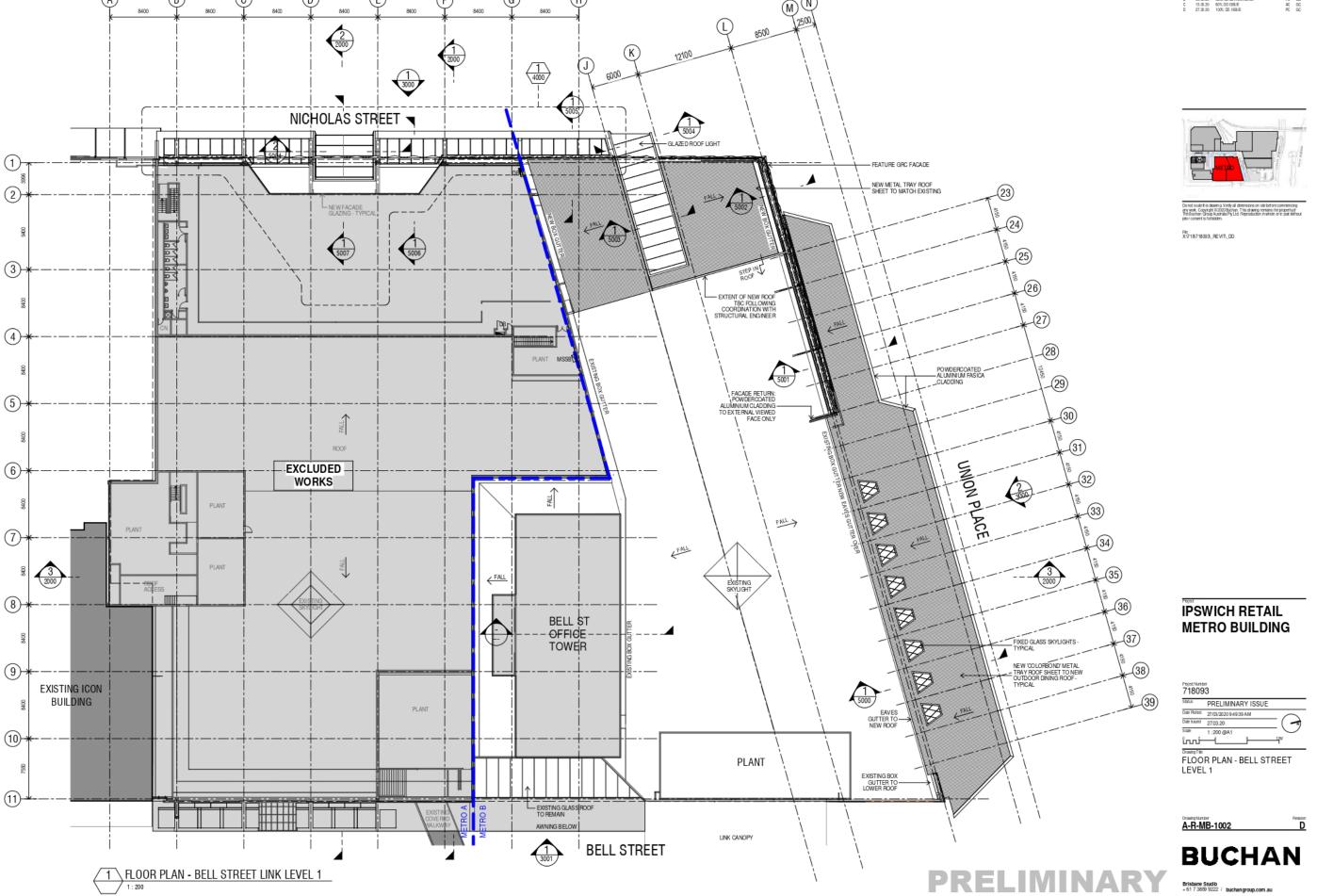
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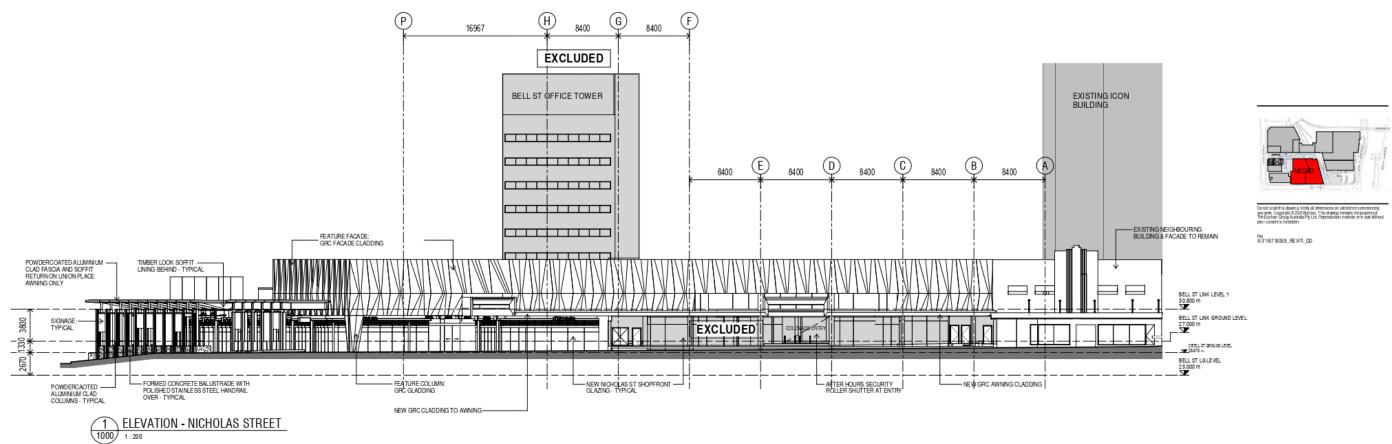
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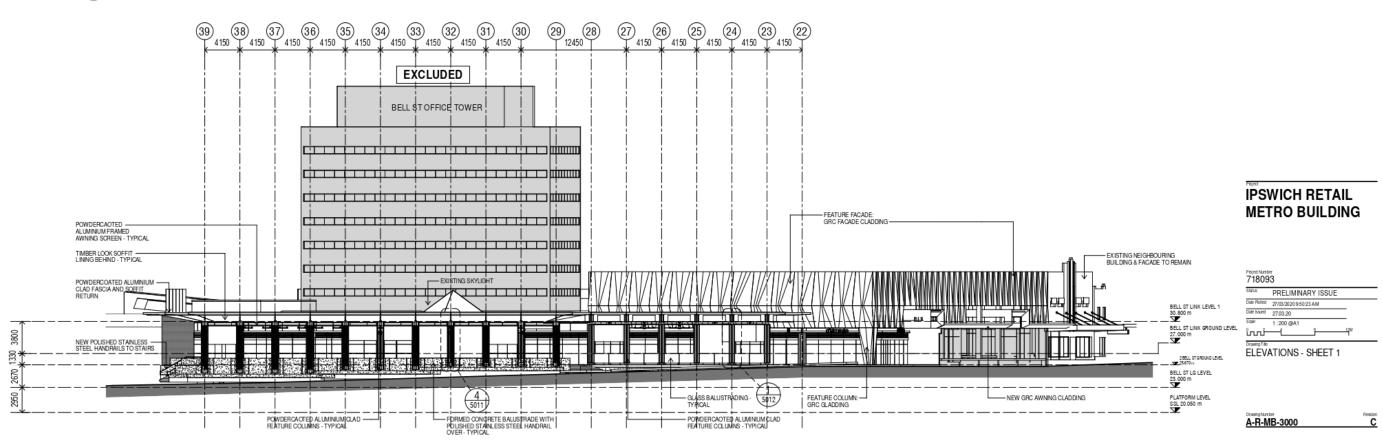














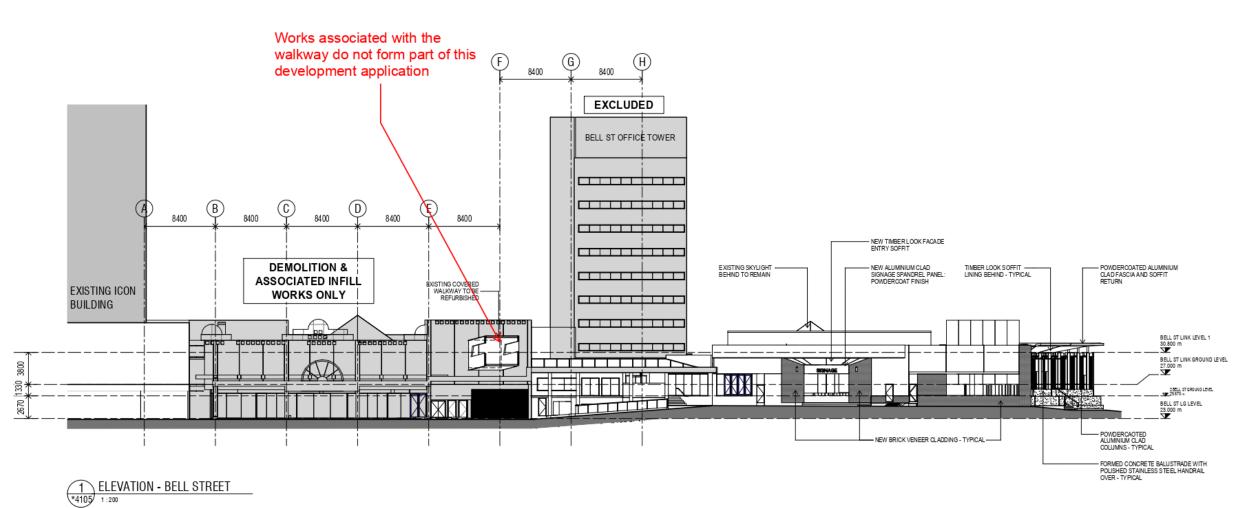
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Rev.	Date	Description	bs.	A
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C	27.03.20	100% DD ISSUE	PC	G

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IPSWICH RETAIL
METRO BUILDING

718093

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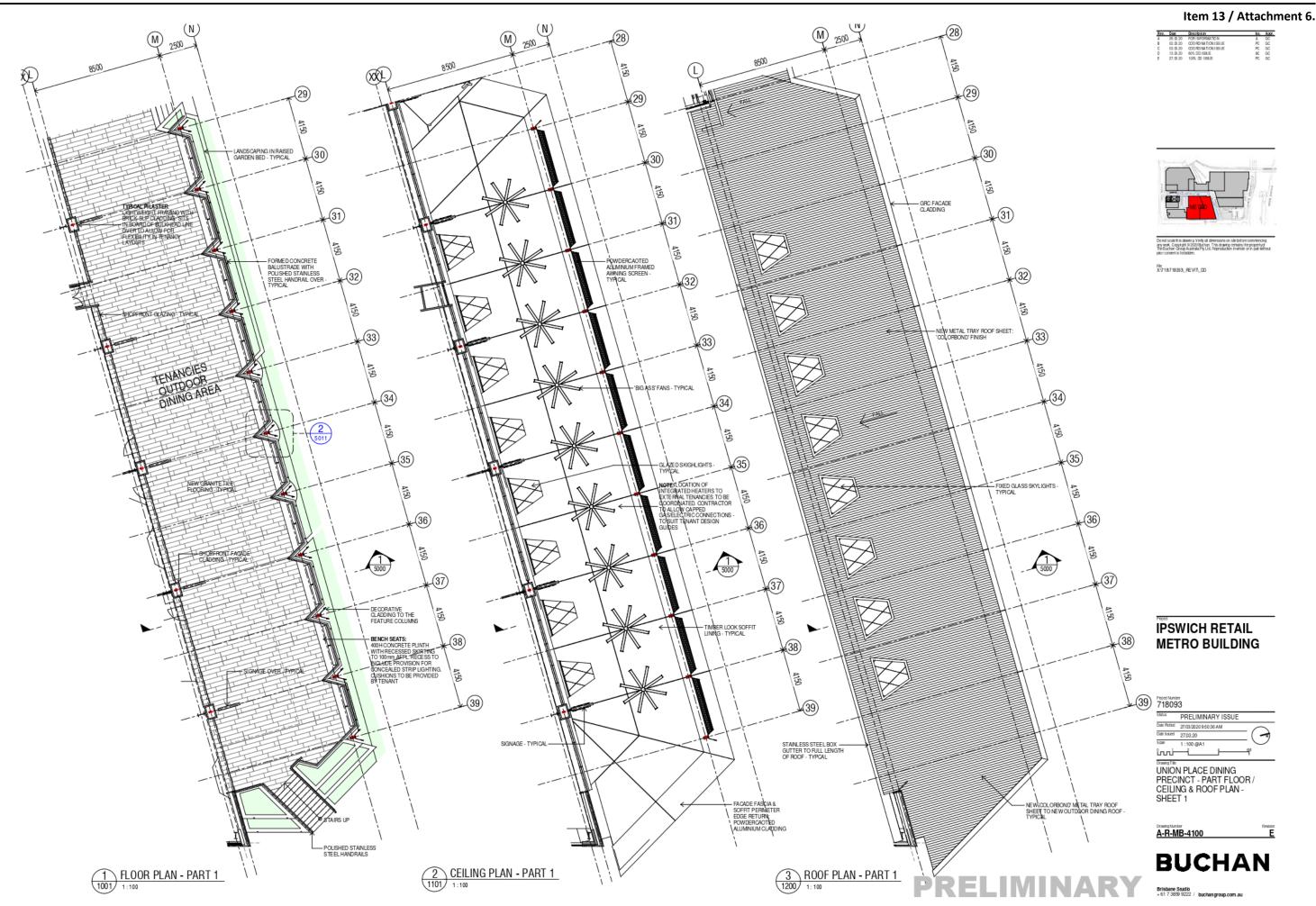
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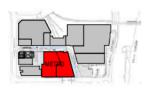
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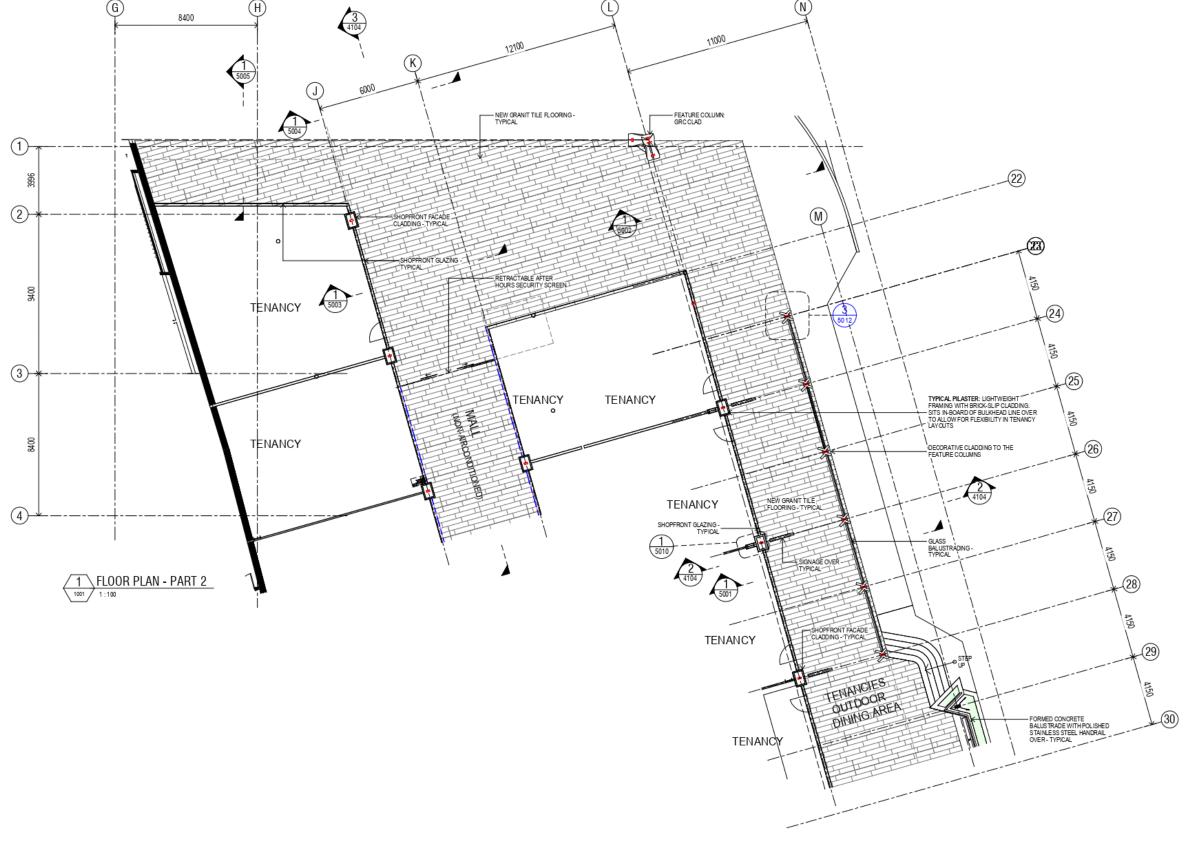
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PRECINCT - PART FLOOR PLAN
- SHEET 2

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PRELIMINARY





ATTACHMENT A

PROPOSED LAND USE AND HOURS

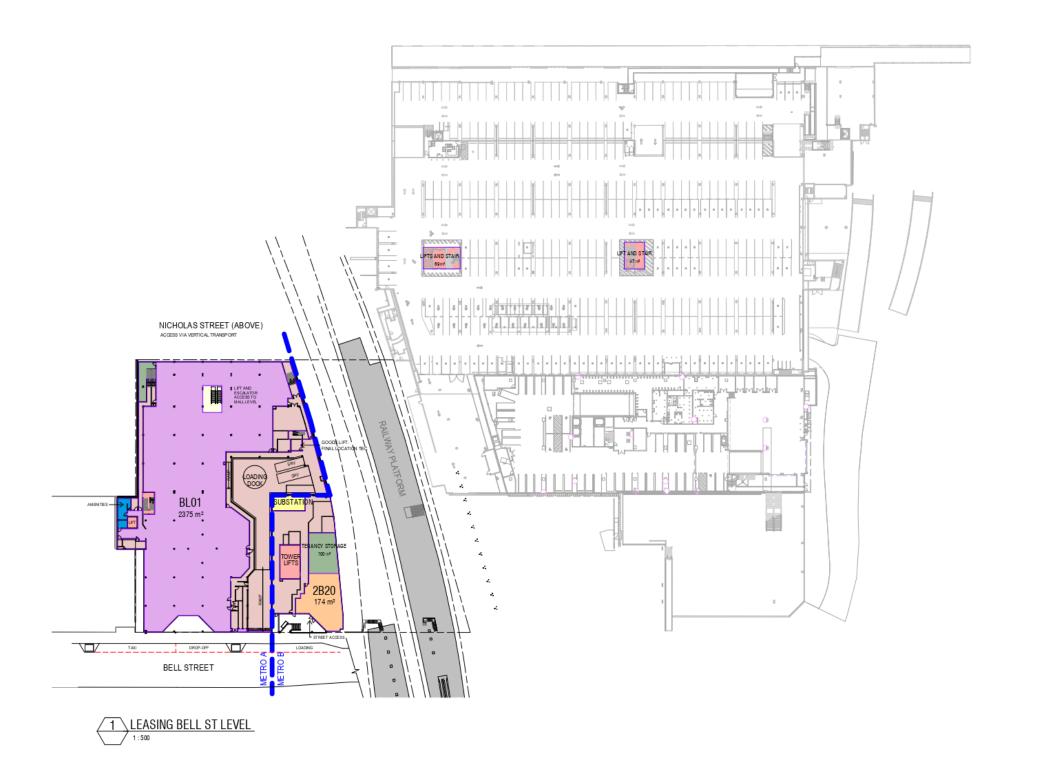
Project: Ni	icholas Street Retail	
Tenancy#	Proposed Usage	Hours of operation
Metro A		
BL01	Business Use	6am - midnight
	> Café	
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use	
	> Indoor Recreation	
BL10	Business Use	6am - midnight
	> Café	
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Entertainment Use	
	Recreation Use	
	> Indoor Recreation	
BL11	Business Use	6am - midnight
	> Café	
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Entertainment Use	
	Recreation Use	
	> Indoor Recreation	
BL12	Business Use	6am - midnight
	> Office/Professional Office	
	> Shop	
	Recreation Use	
	> Indoor Recreation	
BL13	Business Use	6am - midnight
	> Office/Professional Office	
	> Shop	
	Recreation Use	
BL14	> Indoor Recreation	Com midwight
BL14	Business Use	6am - midnight
	> Office/Professional Office	
	> Shop Recreation Use	
	> Indoor Recreation	
BL15	Business Use	6am - midnight
BEIG	> Office/Professional Office	oam - manight
	> Shop	
	Recreation Use	
	> Indoor Recreation	
BL16	Business Use	6am - midnight
	> Office/Professional Office	
	> Shop	
	Recreation Use	
	> Indoor Recreation	
BL17	Business Use	6am - midnight
	> Office/Professional Office	
	> Shop	
	Recreation Use	
	> Indoor Recreation	
BL18	Business Use	6am - midnight
	> Office/Professional Office	
	> Shop	
	Recreation Use	
	> Indoor Recreation	
	•	•

BL19	Tenancy#	Proposed Usage	Hours of operation
Soffice/Professional Office			·
Recreation Use Indoor Recreation		> Office/Professional Office	
Simple Susiness Use Sam - midnight		> Shop	
BL20			
Netro B			
Netro B	BL20		6am - midnight
Shop Recreation Use Indoor Recreation		· ·	
Recreation Use			
Netro B Business Use Café Past Food Premises Past Food Premise		1 '	
Business Use			
Business Use	Metro B		
Fast Food Premises Restaurant Shop		Business Use	6am - midnight
Nestaurant		> Café	
Shop		> Fast Food Premises	
Business Use		> Restaurant	
Café		·	
Past Food Premises	2B01		6am - midnight
Nestaurant			
Shop			
Business Use			
Café	2B02		6am - midnight
Nestaurant	2502		oun - manight
Shop Shop Business Use Café Fast Food Premises Fast Food Pre		34.5	
Business Use		> Restaurant	
Café Past Food Premises Past Food Premises Restaurant Past Food Premises Restaurant Past Food Premises Past Food Premis		> Shop	
Past Food Premises	2B03	Business Use	6am - midnight
Nestaurant			
Shop Business Use Café Fast Food Premises Restaurant Shop Shop			
Business Use			
> Café > Fast Food Premises > Restaurant > Shop 2B05 Business Use	2004		Com midwight
> Fast Food Premises	2804		oam - midnight
Nestaurant			
Business Use Café Fast Food Premises Fast F			
> Café > Fast Food Premises > Restaurant > Shop 2B06 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B07 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B08 Business Use > Restaurant > Shop 2B08 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B08 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B09 Business Use > Restaurant > Shop 6am - midnight 6am - midnight 6am - midnight Fast Food Premises > Restaurant > Shop 2B09 Business Use > Restaurant > Shop		> Shop	
> Fast Food Premises	2B05	Business Use	6am - midnight
> Restaurant		> Café	
Shop Business Use 6am - midnight			
Business Use 6am - midnight			
> Café > Fast Food Premises > Restaurant > Shop 2B07 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B08 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B08 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B09 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B09 Rusiness Use > Café > Fast Food Premises > Restaurant > Shop 2B09 Rusiness Use > Café > Fast Food Premises > Restaurant	0000		
> Fast Food Premises	2B06	1	6am - midnight
> Restaurant > Shop 2B07 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B08 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B09 Business Use > Restaurant > Shop 2B09 Business Use > Restaurant > Shop 6am - midnight 6am - midnight 6am - midnight 7am - midnight 6am - midnight 7am - midnight 7			
Shop Business Use 6am - midnight		1	
2B07 Business Use 6am - midnight			
> Café > Fast Food Premises > Restaurant > Shop 2B08 Business Use > Café > Fast Food Premises > Restaurant > Shop 2B09 Business Use > Restaurant > Shop 2B09 Café > Fast Food Premises > Restaurant > Shop Am - midnight 6am - midnight Fast Food Premises > Restaurant > Restaurant	2B07		6am - midnight
> Restaurant > Shop 2B08 Business Use		> Café	
Shop Shop			
2B08		I	
> Café	0000	•	
> Fast Food Premises	2B08	1	6am - midnight
> Restaurant > Shop 2B09 Business Use			
> Shop 2B09 Business Use > Café > Fast Food Premises > Restaurant 6am - midnight 6am - midnight		I	
2B09 Business Use 6am - midnight > Café > Fast Food Premises > Restaurant			
> Café > Fast Food Premises > Restaurant	2B09		6am - midnight
> Fast Food Premises > Restaurant	2555	I	Jan. Hidright
> Restaurant		1	
> Shop			
		> Shop	

Tenancy#	Proposed Usage	Hours of operation
2B10	Business Use	6am - midnight
	> Café	_
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use	
0044	> Indoor Recreation	0 .1.11
2B11	Business Use > Café	6am - midnight
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use	
	> Indoor Recreation	
2B12	Business Use	6am - midnight
	> Café	
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use	
0040	> Indoor Recreation	0 :1:11
2B13	Business Use	6am - midnight
	> Café > Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use	
	> Indoor Recreation	
2B14	Business Use	6am - midnight
	> Café	
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use > Indoor Recreation	
2B15	Business Use	6am - midnight
2015	> Café	oam - midnigni
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use	
	> Indoor Recreation	
2B20	Business Use	6am - midnight
	> Café	
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use > Indoor Recreation	
	/ indoor Recreation	
Venue		

Tenancy#	Proposed Usage	Hours of operation
MM-G01	Business Use	6am - midnight
	> Café	_
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant > Shop	
	Entertainment Use	
	Recreation Use	
	> Indoor Recreation	
MM-G02	Business Use	6am - midnight
	> Café > Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Entertainment Use	
	Recreation Use	
MM-G03	> Indoor Recreation Business Use	6am midnight
IVIIVI-GUS	> Café	6am - midnight
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Entertainment Use Recreation Use	
	> Indoor Recreation	
MM-U01	Business Use	6am - midnight
	> Café	
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop Entertainment Use	
	Recreation Use	
	> Indoor Recreation	
MM-U02	Business Use	6am - midnight
	> Café	
	> Fast Food Premises	
	> Office/Professional Office > Restaurant	
	> Shop	
	Entertainment Use	
	Recreation Use	
	> Indoor Recreation	
MM-Br01	Business Use	6am - midnight
	> Café > Fast Food Premises	
	> Past Food Premises > Office/Professional Office	
	> Restaurant	
	> Shop	
	Entertainment Use	
	Recreation Use	
	> Indoor Recreation	
143 Brisbane		
Street Tenancy	Business Use	6am - midnight
Tenancy	> Café	vani - miunigni
	> Fast Food Premises	
	> Office/Professional Office	
	> Restaurant	
	> Shop	
	Recreation Use > Indoor Recreation	
	- mador recreation	

Rev.	Date	Description	hs.	A
A	12.08.19	PRELIMINARY	JCL	C
В	26.08.19	TENANCY REVISIONS	GC	Ġ
C	05.09.19	SCHEMATIC DESIGN SUBMISSION	JGL	Ġ
D:	18.11.19	SCOPE CLARIFICATION	RP W	C
E	28.02.20	JEASING REVISIONS	oc.	O.



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AREA SCHEDULE: BELL STREET LEVEL



HOTEL TENANCY

SCOPE NOTES

AREA NOT INCLUDED IN SCOPE AREA TO BE PRICED AS SEPARATE ITEM

IPSWICH CITY MALL

PrijestNanter
718093

9/46a

INFORMATION

Date Pation

Date 1:500 (841

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LEASING PLAN - BELL STREET LOWER GROUND LEVEL

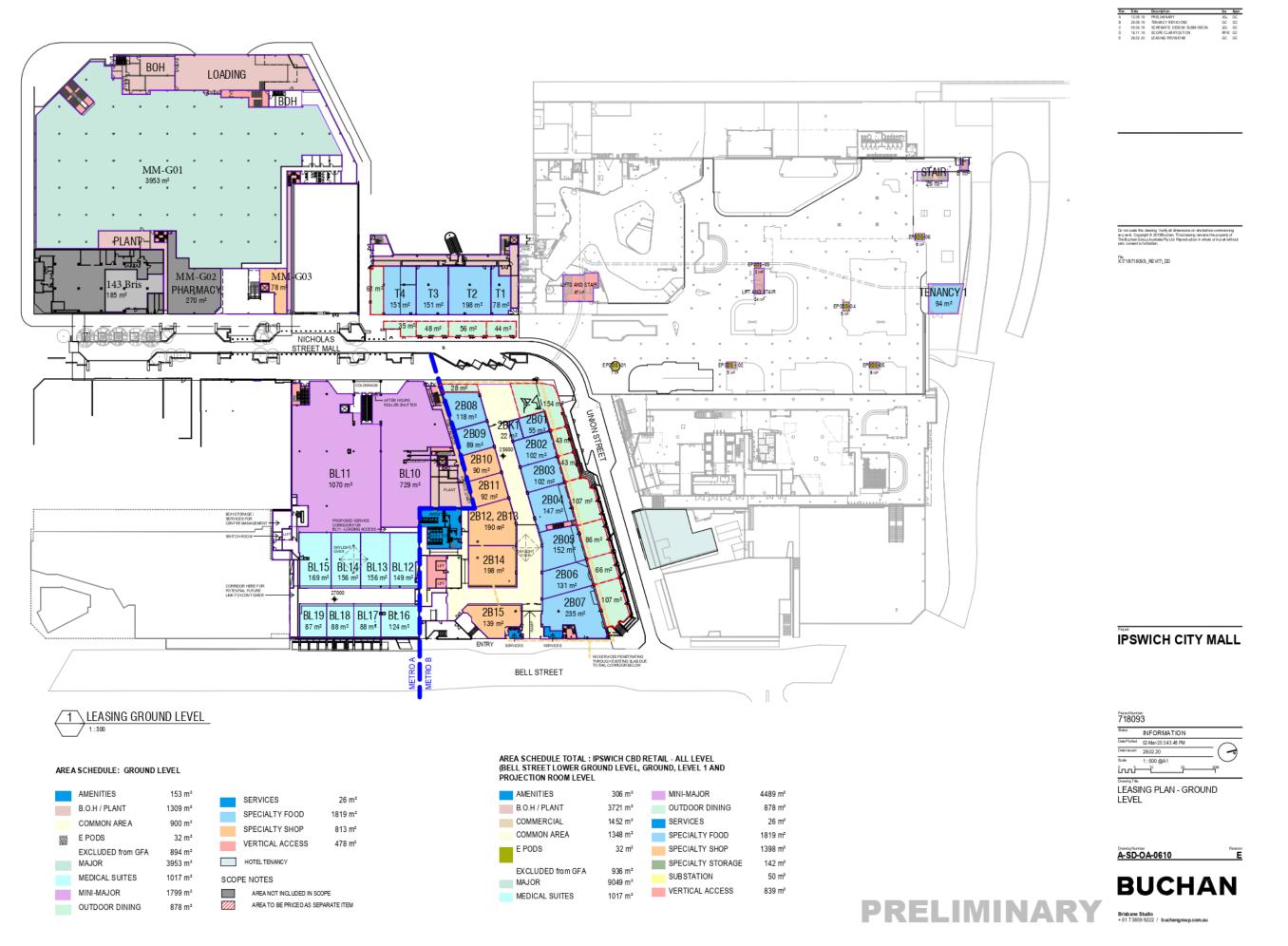
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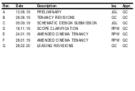
PRELIMINARY

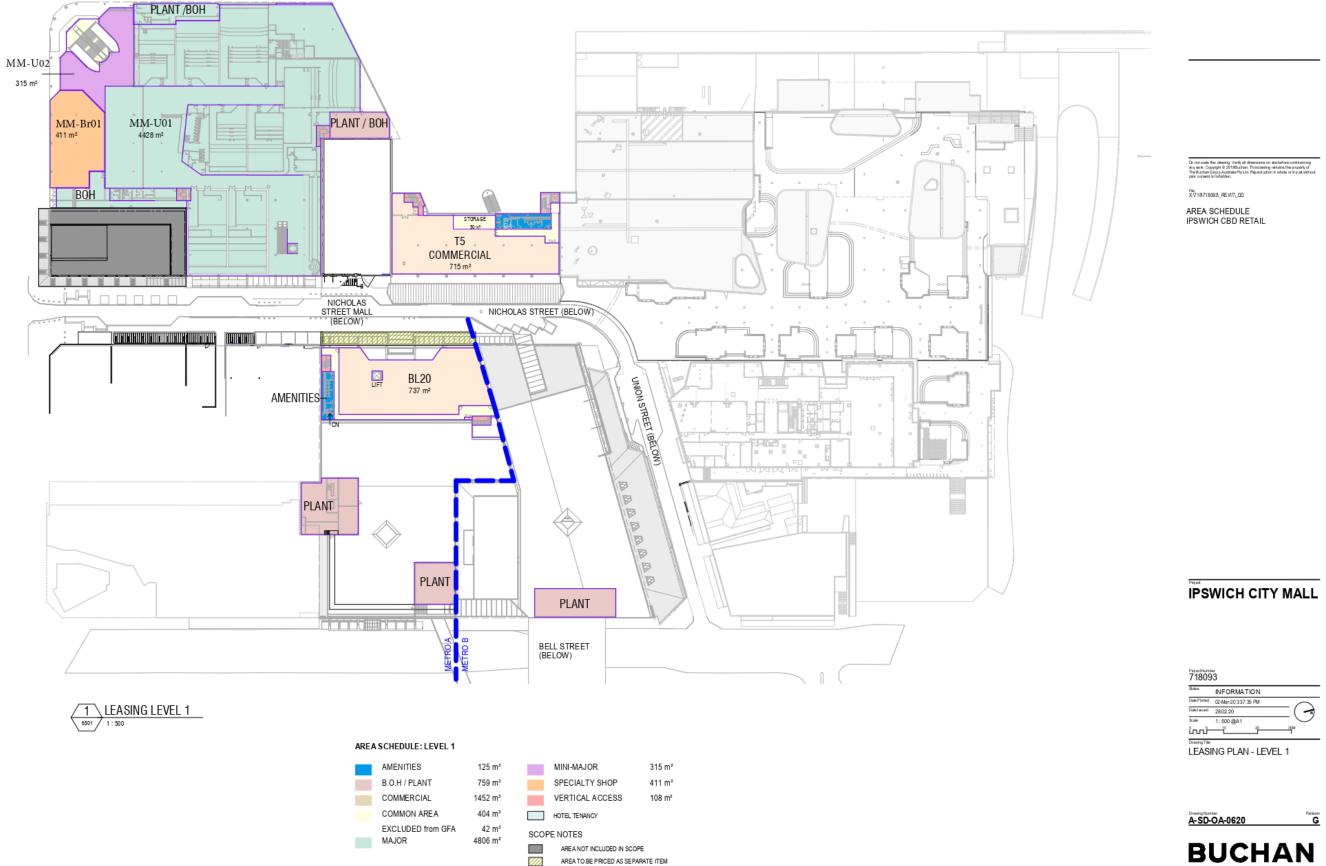
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Brisbane Studio

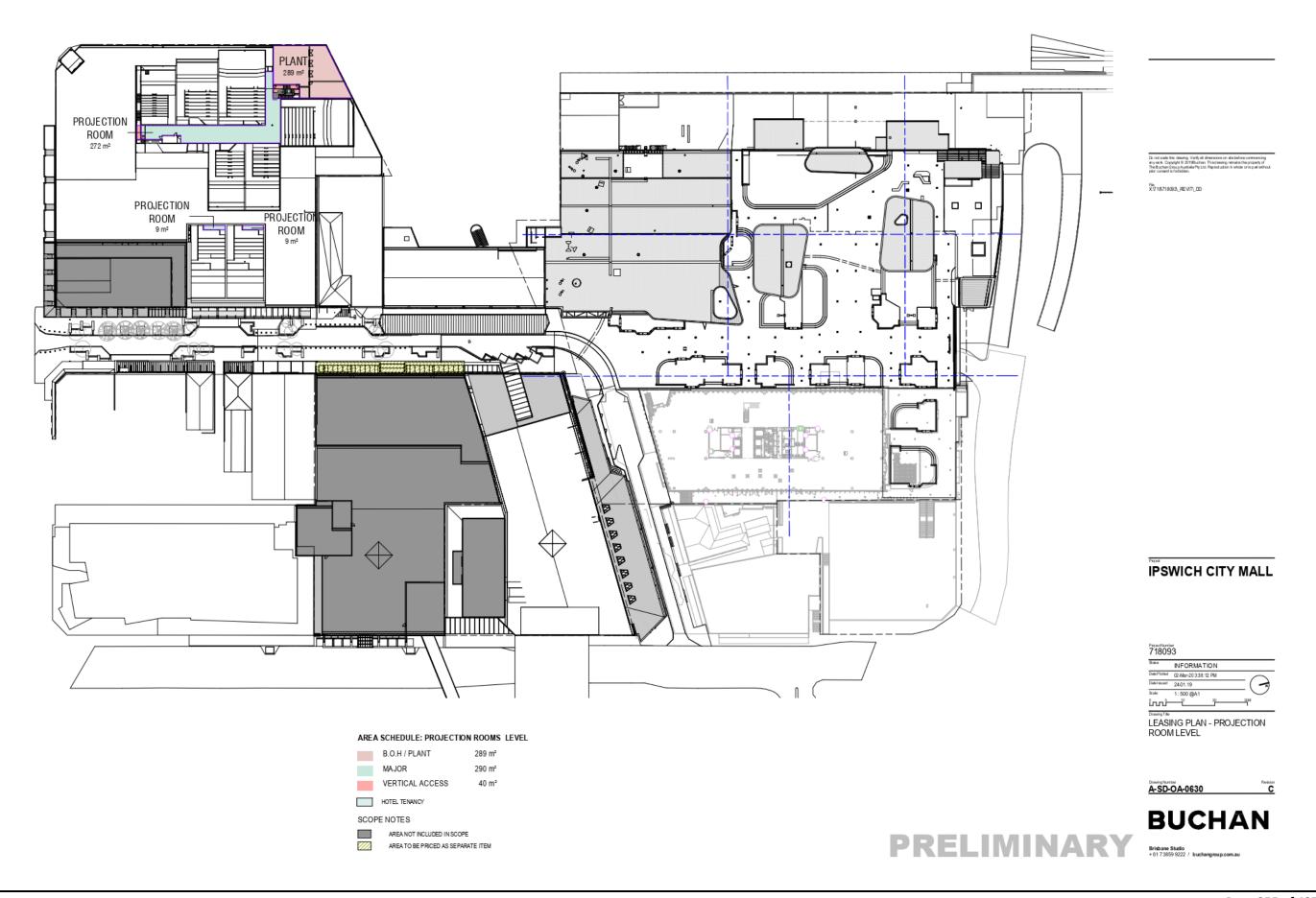






PRELIMINARY

øv.	Date	Description	hs.	Appr.	
	12.08.19	PRELIMINARY	JGL	GC	
	18.11.19	SCOPE CLARIFICATION	BP W	GC	
	24.01.19	AMENDED CINEMA TENANCY	BP W	CC	



RA6-N



Department of
State Development,
Manufacturing,
Infrastructure and Planning

SARA reference: 2002-15283 SRA Council reference: 10301/2019/MCU

6 March 2020

Chief Executive Officer
Ipswich City Council
PO Box 1559
IPSWICH QLD 4305
development@ipswich.qld.gov.au

Attention: Mr. Grant Johnson

Dear Mr. Johnson

SARA response—Bell Street and Brisbane Street, Ipswich-Ipswich City Mall

(Referral agency response given under section 56 of the Planning Act 2016)

The development application described below was confirmed as properly referred by the Department of State Development, Manufacturing, Infrastructure and Planning (the department) on 4 February 2020.

Response

Outcome: Referral agency response – with conditions.

Date of response: 6 March 2020

Conditions: The conditions in Attachment 1 must be attached to any

development approval.

Advice: Advice to the applicant is in **Attachment 2**.

Reasons: The reasons for the referral agency response are in **Attachment 3**.

Development details

Description: Development permit Material change of use for Business,

Entertainment, Recreation and Shopping

Centre uses.

SARA role: Referral Agency.

SARA trigger: Schedule 10, Part 8, Division 2, Subdivision 3, Table 2, Part 1

(Planning Regulation 2017)

South East Queensland (West) regional

office

Level 4, 117 Brisbane Street, Ipswich PO Box 2390, North Ipswich QLD 4305

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Development application for material change of use adjoining a

Queensland Heritage place.

Schedule 10, Part 9, Division 4, Subdivision 2, Table 4, Item 1

(Planning Regulation 2017)

Development application for a material change of use within 25m of a

railway corridor.

SARA reference: 2002-15283 SRA
Assessment Manager: Ipswich City Council

Street address: 2 Bell Street, Ipswich; 143, 143A, 163 Brisbane Street, Ipswich; 23-24

Ipswich City Mall, Ipswich

Real property description: Lot 1 on 1RP157021; Lot 1 on RP209886; Lots 1 and 2 on RP50109;

Lot 1 on SP300605; Lot 2 on SP246525

Applicant name: Ipswich City Council
Applicant contact details: Locked Bag 4006

Fortitude Valley QLD 4006 leisa.sinclair@cardno.com.au

Representations

An applicant may make representations to a concurrence agency, at any time before the application is decided, about changing a matter in the referral agency response (s.30 Development Assessment Rules) Copies of the relevant provisions are in **Attachment 4**.

A copy of this response has been sent to the applicant for their information.

For further information please contact Dash D'Brant, Planning Officer, on (07) 3432 2423 or via email lpswichSARA@dsdmip.qld.gov.au who will be pleased to assist.

Yours sincerely

Luke Lankowski

Manager, Planning - Wide Bay Burnett

enc Attachment 1 - Referral agency conditions

Attachment 2 - Advice to the applicant

Attachment 3 - Reasons for referral agency response

Attachment 4 - Representations provisions

Attachment 5 - Approved plans and specifications

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Attachment 1—Referral agency conditions
(Under section 56(1)(b)(i) of the *Planning Act 2016* the following conditions must be attached to any development approval relating to this application) (Copies of the plans and specifications referenced below are found at Attachment 5)

with the railway corridor or the tunnel soffit of the railway corridor in precincts B, F and J shown on Figure 2-1 of the Town Planning Report, prepared by Cardno, dated 10 December 2019, reference HRP17031, version 002, by the development or its associated services and utilities (for example, pipework, cables and the like); and (b) The maintenance of the development and its associated services and utilities and must not require access from the railway corridor. Maintenance management plan 2. (a) A maintenance management plan for the development, which addresses the railway corridor, must be prepared by a RPEQ (a) A prior to the	tion timing	Conditions	No.
of the Department of Transport and Main Roads to be the enforcement authority for the devel to which this development approval relates for the administration and enforcement of any mat relating to the following condition(s): Pipework, services and utilities 1. (a) There must be no penetration into any built to boundary walls with the railway corridor or the tunnel soffit of the railway corridor in precincts B, F and J shown on Figure 2-1 of the Town Planning Report, prepared by Cardno, dated 10 December 2019, reference HRP17031, version 002, by the development or its associated services and utilities (for example, pipework, cables and the like); and (b) The maintenance of the development and its associated services and utilities and must not require access from the railway corridor. Maintenance management plan 2. (a) A maintenance management plan for the development, which addresses the railway corridor, must be prepared by a RPEQ and given to the Metropolitan District Compliance Unit (Metropolitan IDAS@tmr.qld.gov.au), within the Department of Transport and Main Roads. (b) The maintenance management plan for development must ensure that: • all aspects of the development (for example, buildings, structures, services and utilities and the like) can be maintained without requiring access to the railway corridor; • maintenance can occur without compromising the safety of the railway corridor and the public in general; • maintenance can occur without undermining the operational integrity of the railway corridor, including but not limited to causing damage, obstruction or similar adverse impacts to rail transport infrastructure or other rail infrastructure; • there is adherence to Queensland Rail Civil Engineering Technical Requirements including: • CIVIL-SR-002 – Work in or about Queensland Rail Property; • CIVIL-SR-005 – Design of Buildings Over or Near Railways;	ntre uses	rial change of use for business, entertainment, recreation and shop	Materi
(a) There must be no penetration into any built to boundary walls with the railway corridor or the tunnel soffit of the railway corridor in precincts B, F and J shown on Figure 2-1 of the Town Planning Report, prepared by Cardno, dated 10 December 2019, reference HRP17031, version 002, by the development or its associated services and utilities (for example, pipework, cables and the like); and (b) The maintenance of the development and its associated services and utilities and must not require access from the railway corridor. Maintenance management plan 2. (a) A maintenance management plan for the development, which addresses the railway corridor, must be prepared by a RPEQ and given to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au), within the Department of Transport and Main Roads. (b) The maintenance management plan for development must ensure that: • all aspects of the development (for example, buildings, structures, services and utilities and the like) can be maintained without requiring access to the railway corridor; • maintenance can occur without compromising the safety of the railway corridor and the public in general; • maintenance can occur without undermining the operational integrity of the railway corridor, including but not limited to causing damage, obstruction or similar adverse impacts to rail transport infrastructure or other rail infrastructure; • there is adherence to Queensland Rail Civil Engineering Technical Requirements including: • CIVIL-SR-002 – Work in or about Queensland Rail Property; • CIVIL-SR-005 – Design of Buildings Over or Near Railways;	e development	Department of Transport and Main Roads to be the enforcement authorich this development approval relates for the administration and enforce	of the
with the railway corridor or the tunnel soffit of the railway corridor in precincts B, F and J shown on Figure 2-1 of the Town Planning Report, prepared by Cardno, dated 10 December 2019, reference HRP17031, version 002, by the development or its associated services and utilities (for example, pipework, cables and the like); and (b) The maintenance of the development and its associated services and utilities and must not require access from the railway corridor. Maintenance management plan 2. (a) A maintenance management plan for the development, which addresses the railway corridor, must be prepared by a RPEQ and given to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au), within the Department of Transport and Main Roads. (b) The maintenance management plan for development must ensure that: • all aspects of the development (for example, buildings, structures, services and utilities and the like) can be maintained without requiring access to the railway corridor; • maintenance can occur without compromising the safety of the railway corridor and the public in general, • maintenance can occur without undermining the operational integrity of the railway corridor, including but not limited to causing damage, obstruction or similar adverse impacts to rail transport infrastructure or other rail infrastructure; • there is adherence to Queensland Rail Civil Engineering Technical Requirements including: • CIVIL-SR-002 – Work in or about Queensland Rail Property; • CIVIL-SR-005 – Design of Buildings Over or Near Railways;		work, services and utilities	Pipew
 (a) A maintenance management plan for the development, which addresses the railway corridor, must be prepared by a RPEQ and given to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au), within the Department of Transport and Main Roads. (b) The maintenance management plan for development must ensure that: all aspects of the development (for example, buildings, structures, services and utilities and the like) can be maintained without requiring access to the railway corridor; maintenance can occur without compromising the safety of the railway corridor and the public in general; maintenance can occur without undermining the operational integrity of the railway corridor, including but not limited to causing damage, obstruction or similar adverse impacts to rail transport infrastructure or other rail infrastructure; there is adherence to Queensland Rail Civil Engineering Technical Requirements including: CIVIL-SR-002 – Work in or about Queensland Rail Property; CIVIL-SR-003 – Work Adjacent to Overhead Line Equipment CIVIL-SR-005 – Design of Buildings Over or Near Railways; 	d (b) At all times.	with the railway corridor or the tunnel soffit of the railway corridor in precincts B, F and J shown on Figure 2-1 of the Town Planning Report, prepared by Cardno, dated 10 December 2019, reference HRP17031, version 002, by the development or its associated services and utilities (for example, pipework, cables and the like); and (b) The maintenance of the development and its associated services and utilities and must not require access from the railway	1.
addresses the railway corridor, must be prepared by a RPEQ and given to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au), within the Department of Transport and Main Roads. (b) The maintenance management plan for development must ensure that: • all aspects of the development (for example, buildings, structures, services and utilities and the like) can be maintained without requiring access to the railway corridor; • maintenance can occur without compromising the safety of the railway corridor and the public in general; • maintenance can occur without undermining the operational integrity of the railway corridor, including but not limited to causing damage, obstruction or similar adverse impacts to rail transport infrastructure or other rail infrastructure; • there is adherence to Queensland Rail Civil Engineering Technical Requirements including: o CIVIL-SR-002 – Work in or about Queensland Rail Property; o CIVIL-SR-003 – Work Adjacent to Overhead Line Equipment o CIVIL-SR-005 – Design of Buildings Over or Near Railways;		tenance management plan	Mainte
(c) The development must be maintained in accordance with the maintenance management plan.	o the encement of use.	addresses the railway corridor, must be prepared by a RPEQ and given to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au), within the Department of Transport and Main Roads. (b) The maintenance management plan for development must ensure that: • all aspects of the development (for example, buildings, structures, services and utilities and the like) can be maintained without requiring access to the railway corridor; • maintenance can occur without compromising the safety of the railway corridor and the public in general; • maintenance can occur without undermining the operational integrity of the railway corridor, including but not limited to causing damage, obstruction or similar adverse impacts to rail transport infrastructure or other rail infrastructure; • there is adherence to Queensland Rail Civil Engineering Technical Requirements including: • CIVIL-SR-002 – Work in or about Queensland Rail Property; • CIVIL-SR-003 – Work Adjacent to Overhead Line Equipment • CIVIL-SR-005 – Design of Buildings Over or Near Railways; • CIVIL-SR-008 – Protection Screens.	2.

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3.	(a)	A Construction Management Plan must be prepared by a RPEQ
		and given to the Metropolitan District Compliance Unit
		(Metropolitan.IDAS@tmr.qld.gov.au), within the Department of
		Transport and Main Roads.

- (b) The Construction Management Plan must demonstrate that there will be no disruption to the safety and operational integrity of the railway corridor and/or to the safety and efficiency of public passenger transport, and pedestrian access to public passenger transport, during the course of construction. This includes all transport infrastructure and/or the land supporting this infrastructure
- The Construction Management Plan must address at least the (c) following:
 - Construction methodology;
 - Work method statements including but not limited to the following:
 - Work in proximity to the overhead line equipment;
 - Demolition; 0
 - Construction;
 - Excavation, drilling, boring, piling and insertion of foundation and supporting structures, temporary and permanent retention systems and the like;
 - Provision of a 24/7 clear emergency access zone for Queensland Rail to access rail transport infrastructure and other rail infrastructure, including the railway tunnel and Ipswich Station;
 - Management of loading/unloading and vibration impacts on rail transport infrastructure and/or other rail infrastructure;
 - Construction cranes:
 - Storage locations, site accommodation facilities and loading/unloading zones;
 - Railway operational requirements and scheduled railway closures;
 - Adherence to Queensland Rail Civil Engineering Technical Requirements including:
 - CIVIL-SR-002 Work in or about Queensland Rail Property;
 - CIVIL-SR-003 Work Adjacent to Overhead Line Equipment
 - CIVIL-SR-005 Design of Buildings Over or Near Railways;
 - CIVIL-SR-008 Protection Screens;
 - CIVIL-SR-016 Services Under Railway Property (Non-Queensland Rail Services);
 - Maintaining the functionality of and pedestrian access to the Bell Street Bus Interchange stops A, B and C, Bell Street taxi rank and Ipswich Station facilities.
- The construction of the development must be undertaken in accordance with the Construction Management Plan.

(a) - (c) Prior to obtaining development approval for building work or operational work whichever occurs first.

(d)

At all times during the construction of the development.

Overhead line equipment

4. Electrification protection must be provided to all buildings and structures within a horizontal distance of 3m from the outermost projection of the overhead line equipment in accordance with Queensland Rail Civil Engineering Technical Requirement CIVIL-SR-008 - Protection Screens.

Prior to the commencement of use and to be maintained at all times.

Vibration monitoring

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- (a) Provide a RPEQ certified Track and Structures Monitoring Plan 5. to the Metropolitan District Compliance Unit (Metropolitan IDAS@tmr.qld.gov.au) within the Department of Transport and Main Roads which investigates any demolition, excavation and construction work impacts on the railway corridor, including rail transport infrastructure, such as tracks. retaining walls, the railway tunnel and soffit and Overhead Line Equipment (OHLE). The Track and Structures Monitoring Plan must establish an alignment and vibration management and monitoring program which ensures that the safety and operational integrity of the railway corridor, including all transport infrastructure, is not adversely affected by the development. The Track and Structures Monitoring Plan must include mitigation measures to manage the identified risks and include the following requirements:
 - i. The requirement for the applicant to engage a licensed surveyor and RPEQ to establish an appropriate monitoring system utilising the relevant instrumentation, for the purpose of alignment and vibration monitoring along the horizontal and vertical alignments of the nearest existing rail transport infrastructure including but not limited to the nearest track, the tunnel walls, retaining walls/structures and foundations of the masts supporting the OHLE to ensure the safety and operational integrity of the railway corridor. Any monitoring instrumentation
 - be placed to record track condition, including settlement, horizontal and vertical alignments, rail twist and vibration monitoring of the nearest railway track to the development;
 - be located on but not limited to the nearest track, railway bridge structure and supporting piers, and foundations of the masts supporting the OHLE at intervals; and
 - be shown on a survey plan prepared by a registered surveyor in conjunction with a RPEQ and be RPEQ certified and provided to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au) within the Department of Transport and Main Roads.
 - ii. The requirement for the applicant to engage a RPEQ to conduct control monitoring at all locations established in part (i) of this condition to determine the existing peak component particle vibration and alignment and establish a control baseline.
 - iii. The requirement to provide the findings from control monitoring to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au) within the Department of Transport and Main Roads. Intervention limits must be determined to manage the safety and operational integrity of the railway corridor affected by any demolition, excavation and construction works.

- (a)
 Prior to development
 approval for building
 work or
 operational work,
 whichever occurs first.
- (b) At all times during construction.
- (c) Prior to the commencement of use.

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- iv. The requirement that horizontal and vertical displacement and vibration caused from any demolition, excavation and construction works must not exceed the intervention limits determined in part (ii) of this condition.
- v. The requirement for the applicant to engage a RPEQ to continuously monitor the instrumentation identified in part (i) of this condition during works and provide scheduled alignment and vibration monitoring reports to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au) within the Department of Transport and Main Roads. The alignment and vibration monitoring reports must include:
 - alignment and vibration monitoring using relevant instrumentation;
 - continuous automated monitoring of any demolition, excavation and construction displacement or vibrations of all locations determined in part (i) of the condition; and
 - the requirement to provide written notification of any alignment displacement and vibration which exceed the limits determined in part (ii) of this condition or other alignment displacement and vibration issues, to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au) within the Department of Transport and Main Roads and railway manager (Queensland Rail) within 1 business day.
- The requirement for mitigation measures to be employed during works to manage vibration impacts.
- (b) The construction of the development must be in accordance with part (a) of this condition.
- (c) Provide RPEQ certification to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au) within the Department of Transport and Main Roads, confirming that the development has been designed and constructed in accordance with parts (a) and (b) of this condition.

Dilapidation survey

- (a) Provide a RPEQ certified pre-development dilapidation survey of the rail transport infrastructure and other rail infrastructure to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au) within the Department of Transport and Main Roads.
 - (b) Provide a RPEQ certified post-development dilapidation survey of the rail transport infrastructure and other rail infrastructure to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au) within the Department of
- (a)
 Prior to the
 commencement of
 works.
- (b) Within two weeks (2) of the completion of works.

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Transport and Main Roads.

- (c) Where rectification works to the railway corridor are determined to be required (as a result of the pre and post development dilapidation surveys) to ensure the post development condition has a no worsening impact on the pre-development condition:
 - the applicant is required to undertake all necessary rectification works to the rail transport infrastructure at the applicant's expense;
 RPEQ certification must be provided to the Metropolitan District Compliance Unit (Metropolitan.IDAS@tmr.qld.gov.au) within the Department of Transport and Main Roads confirming that the development has been designed and constructed in accordance with the railway manager's standards.

(c)
Prior to the
commencement of use.

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Attachment 2—Advice to the applicant

General advice

1.

Terms and phrases used in this document are defined in the *Planning Act 2016* its regulation or the State Development Assessment Provisions (SDAP) [v2.5]. If a word remains undefined it has its ordinary meaning.

Railway corridor

2. Condition compliance

The applicant should consult with the railway manager (Queensland Rail) in relation to compliance with the vibration monitoring, dilapidation survey, construction management plan and maintenance management plan conditions within this concurrence agency response prior to development approval for building work or operational work, whichever occurs first.

The applicant should contact Queensland Rail property team on telephone (07) 3072 2213 or at developmentenquiries@qr.com.au in relation to this matter.

3. Works on a railway

Pursuant to section 255 of the *Transport Infrastructure Act 1994*, the railway manager's written approval is required to carry out works in or on a railway corridor or otherwise interfere with the railway or its operations.

In particular, any works associated with demolition and construction may require various approvals to be obtained from the railway manager (Queensland Rail) prior to any works occurring, namely:

- The use of cranes. In particular, the developer may be required to enter into an air space licence with Queensland Rail for any construction cranes that may encroach on the railway corridor.
- Compliance with the vibration monitoring and dilapidation survey requirements of this
 concurrence agency response as these will require gaining access to the railway
 corridor.
- Construction works may require an approval from a Queensland Rail Traction Engineer in the form of a Safety Clarification Advice (SCA).
- It may be necessary for works to be carried out under a track closure and isolation.
 Please be aware that fees and charges apply to track closures/ isolations.
- The developer/ contractor may need to apply to the Queensland Rail Property Team for a licence to enter and construct, wayleave agreement and/or other approvals. It is noted these applications are required to be accompanied by work method statements as well as plans and technical drawings.

Please be advised that this concurrence agency response does not constitute an approval under section 255 of the *Transport Infrastructure Act 1994* and that such approvals need to be separately obtained from the relevant railway manager.

The applicant should contact the Queensland Rail property team at: developmentenquiries@queenslandrail.com.au or on telephone number (07) 3072 1229 in relation to this matter.

4. Public passenger facilities

The existing bus stops of the 'Bell Street Interchange (Stop A (Hastus ID: 318072), Stop B (Hastus ID: 318074) and Stop C (Hastus ID: 318073), the FlexiLink taxi ranks (ID: 400019) located on the Bell Street frontage and the Ipswich Train Station may be impacted on by the development. These public passenger transport facilities must be able to function and pedestrian access to these facilities must be maintained during the construction of the

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development. Accordingly, if any temporary bus stop and pedestrian access arrangements are required, the applicant must reach agreement on suitable arrangements with the Department of Transport and Main Roads' TransLink Division (bus_stops@translink.com.au_or on 3851 8700) prior to any construction or works commencing.

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Attachment 3—Reasons for referral agency response

(Given under section 56(7) of the Planning Act 2016)

The reasons for the department's decision are:

- The proposed development is within close proximity to a rail corridor.
- · Development is proposed directly above an existing rail corridor.
- Conditions are imposed to ensure the development does not impact upon the safety and operation of the rail corridor.

Material used in the assessment of the application:

- The development application material and submitted plans
- Planning Act 2016
- Planning Regulation 2017
- The State Development Assessment Provisions (version [2.5]), as published by the department
- The Development Assessment Rules
- SARA DA Mapping system

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Attachment 4—Change representation provisions

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Attachment 5—Approved plans and specifications

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Development Assessment Rules—Representations about a referral agency response

The following provisions are those set out in sections 28 and 30 of the Development Assessment Rules¹ regarding **representations about a referral agency response**

Part 6: Changes to the application and referral agency responses

28 Concurrence agency changes its response or gives a late response

- 28.1. Despite part 2, a concurrence agency may, after its referral agency assessment period and any further period agreed ends, change its referral agency response or give a late referral agency response before the application is decided, subject to section 28.2 and 28.3.
- 28.2. A concurrence agency may change its referral agency response at any time before the application is decided if—
 - (a) the change is in response to a change which the assessment manager is satisfied is a change under section 26.1; or
 - (b) the Minister has given the concurrence agency a direction under section 99 of the Act; or
 - (c) the applicant has given written agreement to the change to the referral agency response.2
- 28.3. A concurrence agency may give a late referral agency response before the application is decided, if the applicant has given written agreement to the late referral agency response.
- 28.4. If a concurrence agency proposes to change its referral agency response under section 28.2(a), the concurrence agency must—
 - (a) give notice of its intention to change its referral agency response to the assessment manager and a copy to the applicant within 5 days of receiving notice of the change under section 25.1;
 and
 - (b) the concurrence agency has 10 days from the day of giving notice under paragraph (a), or a further period agreed between the applicant and the concurrence agency, to give an amended referral agency response to the assessment manager and a copy to the applicant.

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¹ Pursuant to Section 68 of the *Planning Act 2016*

In the instance an applicant has made representations to the concurrence agency under section 30, and the concurrence agency agrees to make the change included in the representations, section 28.2(c) is taken to have been satisfied.

Part 7: Miscellaneous

30 Representations about a referral agency response

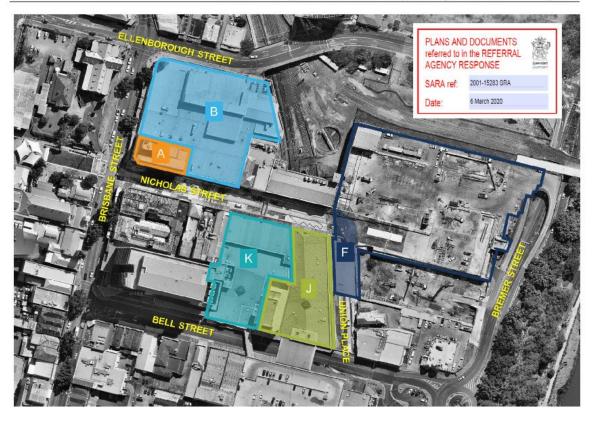
30.1. An applicant may make representations to a concurrence agency at any time before the application is decided, about changing a matter in the referral agency response.³

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An applicant may elect, under section 32, to stop the assessment manager's decision period in which to take this action. If a concurrence agency wishes to amend their response in relation to representations made under this section, they must do so in accordance with section 28.



Town Planning Report 143, 143A and 163 Brisbane Street, 23 and 24 Ipswich City Mall and 2 Bell Street, Ipswich



HRP17031 | 10 December 2019 | Commercial in Confidence

Figure 2-1

Site Map





Civil Engineering Technical Requirement CIVIL-SR-002

WORK IN OR ABOUT QUEENSLAND RAIL PROPERTY

Revision: 8

Updated: 09/06/2016

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Revision	Date	Section(s) Amended	Summary of Amendment
Initial	05/03/1997		
Α	14/05/1997		Minor editing prior to authorisation
В	16/01/2001		QUEENSLAND RAIL costs updated Definition of terms altered
С	04/02/2002		Safety Induction course costs updated
D	30/06/2005		Definition of Terms altered
Е	22/12/2009		Complete Revision
F	30/09/2010		New disclaimer. Rebranded.
G	30/05/2011		Clauses 8, 9 and 10 removed. Title changed from MCE to CIVIL
8	09/06/2016		3 metres from track centreline, updated to 3 metres from nearest rail. Terminology updated.

Compliance:

Significant issues with compliance to the Civil Engineering Technical Requirements detailed in this document shall be addressed through the Rail Infrastructure Manager who will liaise with the Track and Structures Discipline Head as necessary.

Feedback:

If you have any suggestions for improvement to any documentation, especially inaccuracies or ambiguities, please email CivilEngineeringStandards@qr.com.au with the document number in the subject heading.

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AT QueenslandRail

1.0 INTRODUCTION

This Technical Requirement details the criteria which must be met by an external party working in or about Queensland Rail property. Reference is made to the following additional Queensland Rail Technical Requirements which must also be satisfied:

 CIVIL-SR-003 Work adjacent to overhead line equipment,

A copy of this document may be obtained from Queensland Rail.

All reference documents, e.g. Australian Standards, codes and Queensland Rail Technical Requirements, are to be the latest version.

1.1 Scope

This Technical Requirement specifies the requirements that a Contractor must comply with when working on:-

- · Queensland Rail Property.
- In the vicinity of Queensland Rail property.
- · Over or under Queensland Rail property.

When working on or adjacent to electrified tracks these requirements need to be read in conjunction with the Technical Requirement CIVIL-SR-003 "Work Adjacent to Overhead Line Equipment".

1.2 Definition of Terms

- "Contractor". The persons, firm, partnership, company or corporation carrying out work adjacent to or over railway tracks, whether as a contract or as day labour. The word "Contractor" shall mean the Contractor, its servants, workmen or agents, subcontractors of the Contractor, and suppliers and invitees of the Contractor.
- II. "Danger Zone". All space within 3 metres horizontally from the nearest rail and any distance above or below this 3 metres, unless a safe place exists or can be created.
- III. "Operating Railway". The existing railway, which is in operation and includes but is not limited to fixed structures, installations, buildings and the like, as well as rollingstock and other equipment operating on the track.
- IV. "Operating Track". A railway track over which trains and other track-mounted equipment may be operating.
- V. "Possession Protection Officer (PPO)". The Competent Worker responsible for coordinating protection of worksites under a Local Possession Authority or where they hold a Work on Track Authority which has multiple worksites and rail traffic is moving between the worksites

- VI. "Project Manager". Queensland Rail appointed representative to oversee and coordinate the works during planning, design, construction and post construction.
- VII. "Protection Officer (PO)". The Competent Worker responsible for managing the rail safety component of worksite protection who has the responsibility for liaising with Train Control (except where a PPO has been appointed) and arranging for the necessary track protection;
- VIII. "Queensland Rail". Queensland Rail having its offices at 305 Edward Street, Brisbane, Queensland.
- "Queensland Rail Property". Property owned, leased, managed or occupied by Queensland Rail
- X. "Rail Infrastructure Manager". A person who has effective management and control of rail infrastructure or proposed rail infrastructure, whether or not the person:
 - (a) owns or will own the rail infrastructure; or
 - (b) has or will have a statutory or contractual right to use the rail infrastructure or to control, or provide, access to it.
- "Track Closure". The closure of a section of the Operating Track to all rail traffic other than construction related rail traffic.
- XII. "Track Possession". The period within a Track Closure when the Contractor is authorised to carry out work over, under or adjacent to the closed Operating Track.
- XIII. "Work". Work which could directly or indirectly affect Queensland Rail property and/or operations.
- XIV. "Work Site". Each separate location where work is to be carried out over, under or adjacent to the Operating Railway.

1.3 QUEENSLAND RAIL Corridor Safety

Queensland Rail corridor safety must be applied in accordance with "Queensland Network Rules and Procedures" MD-12-189. These requirements apply to all persons entering the rail corridor, including all visitors, vendors and suppliers to the worksite.

No one may enter the rail corridor without being supervised by a Queensland Rail qualified Protection Officer or being accredited as a Queensland Rail qualified Protection Officer.

All planned work within the rail corridor requires a written and approved Corridor Access Safety Plan (SW61), developed prior to entering the corridor, by the worksite Queensland Rail Protection Officer and

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the Worksite Supervisor. The Contractor must contact Queensland Rail prior to planning to enter the rail corridor, to arrange for a worksite assessment of the Queensland Rail corridor safety requirements, by a Queensland Rail Protection Officer.

The Contractor shall be responsible for ensuring that all staff, employees and all other persons for whom the Contractor is responsible are appropriately qualified and fully informed of the dangers and procedures while working near existing railway tracks and overhead traction wiring equipment. If rail safety work is to be carried out, the contractor's employees and subcontractors are to possess a valid and current Rail Industry Worker (RIW) card.

1.4 Safety Clothing

The Contractor shall ensure that all employees, visitors and other personnel employed or present on railway property in areas generally excluded from the public, shall at all times wear high visibility orange shirts, in accordance with Queensland Rail safety standard "Personal Protection Equipment" MD-12-140. Where work is to be carried out at night or in reduced visibility, all shall wear reflectorised orange safety shirts or vests, in accordance with Queensland Rail's requirements.

The Contractor shall ensure that no red or green clothing, including hats and safety helmets, are to be worn by any employee, visitor or other personnel of the Contractor while on railway property, in areas generally excluded from the public.

1.5 Work Authorisation

Work shall be carried out in accordance with the approved scope of works and to the satisfaction of Queensland Rail or a Queensland Rail appointed Project Manager.

All work performed on Queensland Rail property or when directed by Queensland Rail shall be under the supervision of a PPO or PO and shall be carried out only at times authorised by Queensland Rail or the Queensland Rail appointed Project Manager.

When the Works are located on or adjacent to a railway track with overhead traction wiring equipment, these requirements shall be read in conjunction with CIVIL-SR-003 - "Work Adjacent to Overhead Line Equipment".

2.0 CONSTRUCTION METHODS

2.1 General

The Contractor shall execute the Works in such manner as not to impede, obstruct, interfere with, or endanger in any way the operations and/or property of Queensland Rail.

The safe operation of the railway is to take precedence over all work. No work is to be



performed which will jeopardise the safe operation of railway traffic.

The Contractor shall be responsible during the progress of the works to avoid damage to any existing structures or services either owned by Queensland Rail or other Authorities. Before the commencement of any Works the Contractor shall arrange to check the location of services shown on drawings and for the presence of any other services not shown, by contacting "Dial Before You Dig".

Any damage to such services or/and structures shall be repaired at the Contractor's cost, either by the Contractor or by the relevant Authority and to the satisfaction of the Authority concerned. The Contractor shall also be responsible for all costs incurred by the Service Authority due to interruptions to the service caused by any damage done by the Contractor.

In electrified railway areas, any damage to overhead line equipment is a serious safety hazard. Any damage to grading rings (copper wires buried around existing mast foundations) or traction bonds (cables attached to the railway rails) must be immediately reported to the PO or PPO.

2.2 Interfering with a Railway

In accordance with section 255 of the Transport Infrastructure Act 1994, the Contractor must not interfere with a railway, unless he or she has Queensland Rail's written approval.

Should a Contractor interfere with a railway, the Rail Infrastructure Manager for the railway may, by written notice, require the Contractor to rectify the interference within a stated reasonable time.

Should the Contractor not comply with the requirement, the Rail Infrastructure Manager may elect to rectify the interference at cost to the Contractor.

2.3 Environmental Management

The Contractor is responsible for managing environmental risks and impacts associated with Works undertaken by the Contractor on Queensland Rail property, in accordance with all relevant State and Federal legislation and Local Authority regulations.

The Contractor shall prepare and implement appropriate documentation to effectively manage environmental impacts. Commensurate with risk, this may include, but is not limited to: Construction Environmental Management Plan, environment risk assessments, Job Safety & Environment Analysis (JSEA) and/or Work Method Statements.

No work on Queensland Rail property will be permitted until written notification from Queensland

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Rail has been received that confirms the adequacy of submitted documentation.

2.4 Possession Protection Officer / Protection Officer (PPO/PO)

No operation which, in the opinion of the PPO or PO, could affect in any way whatsoever Queensland Rail operations and/or property shall be performed unless a PPO or PO is in attendance. The Contractor shall advise the PPO or PO through the Project Manager at least 30 days in advance, stating the period or periods for which PO's are required, unless a shorter period is approved by the Project Manager.

The PPO will arrange with the Project Manager for the services of POs for the period or periods required.

The number of POs employed at any time shall be at the discretion of the PPO.

2.5 Project Manager

All enquires and correspondence to Queensland Rail, associated with the Works, is to be directed through the Project Manager.

2.6 Construction Procedure

The Contractor shall prepare Safe Work Method Statements (SWMS) as required by the Workplace Health and Safety Act and the Queensland Rail Project Manager and submit them to the Queensland Rail Project Manager for review. Safe Work Method Statements shall include details of construction procedures, together with details of all falsework and formwork to be used over or adjacent to the railway tracks. Work shall not commence until such Safe Work Method Statements have been reviewed and approved by the Project Manager.

2.7 Track Clearances

All Operating Tracks have a Danger Zone within 3 metres horizontally from the nearest rail and any distance above or below this 3 metres. For electrified track, there is also a 3 metre exclusion zone from all components of the overhead traction equipment. All overhead components are to be considered live unless they have been certified isolated and earthed. For details of procedures when working near electrified lines reference must be made to CIVIL-SR-003 - "Work Adjacent to Overhead Line Equipment".

All types of plant, fixed or mobile, used about or in connection with any work shall be so operated that no portion of the plant is at any time closer than the Danger Zone of 3 metres horizontally from the nearest rail.

If it is necessary at any time to operate plant closer than 3 metres horizontally from the nearest rail (inside the Danger Zone), such closer operation or



erection will only be permitted under track protection approved by the PPO/PO.

Where a worker, piece of plant or equipment has the potential to be struck by rail traffic on an adjacent live track, procedures detailed in QR 9010 in MD-12-189 Queensland Network Rules and Procedures must be followed. This may include a barrier in place between the worksite and live track, or, where a barrier is not possible an alternative form of protection must be provided.

Where barriers are used as track protection, authorisation for such barriers will be made by the PO/PPO.

All temporary buildings, shelters, barriers, falsework, formwork and the like shall only be erected at locations assessed by the PO/PPO and approved by the Project Manager. No portion of any such building, shelter, barrier, falsework, formwork and the like shall be closer than 3 metres horizontally from the nearest rail.

If it is necessary at any time to erect falsework or formwork or other temporary structure closer than 3 metres horizontally from the nearest rail (inside the Danger Zone), such closer works will only be permitted after approval has been obtained from the Project Manager and under track protection approved by the PPO/PO.

All work inside Queensland Rail property shall be supervised by a PPO or PO, unless otherwise approved by the Project Manager. Work further than 3 metres horizontally from the nearest rail, but at a higher level where objects could fall within 3 metres horizontally from the nearest rail, or on to overhead line equipment, will only be permitted under track protection approved by the PPO/PO in consultation with the Traction Power Engineer.

The Contractor shall erect and maintain throughout the Contract period, a Queensland Rail approved barrier at least 3 metres horizontally from the nearest rail to indicate the limits of the safe work area.

For minimum clearances for falsework and formwork erected over non-electrified railway track refer to Queensland Rail standard drawing 2754 "Standard clearances for new structures". When working on or adjacent to electrified lines reference must be made to CIVIL-SR-003 - "Requirements for Work Adjacent to Overhead Line Equipment".

For work being carried out below rail level, all personnel must be at least 3 metres horizontally from the nearest rail during the passage of any train through the worksite unless approved protection barriers are provided for objects falling from above.

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2.8 Track Possession

Work which could involve undermining the track, damaging the track, blocking the track with rock or spoil, blasting and other operations which could prevent the safe operation of trains shall only be carried out during approved track possessions.

The Contractor shall schedule such work for the track possession periods available and shall ensure adequate manpower and equipment is on hand to complete the work and make the track available for train operations within the total track possession period.

For minor possessions, the minimum period for notification of the Contractor's requirements for possessions shall be six (6) months unless a shorter period is approved by the Project Manager.

For major possessions, an extra period for notification may be required. External Contractors are to submit requests on the appropriate form (via relevant Project Manager) to Queensland Rail. A minimum notification of 12 months, where practicable, or at least 6 months, from the day of operation depending on location is required unless otherwise stipulated in the following documents:

SEQ - MD-13-545 Regional - MD-11-938

The Track Possessions shall be in sufficient detail, including dates and durations desired for each Track Possession, to provide all necessary information on work at Work Sites, which affects or may affect the Operating Railway.

The Contractor shall be responsible for the accuracy of all information stated on the application and for delivery of the application to the Project Manager.

The Project Manager will not give the Contractor approval to commence work for which the track possession has been arranged until the Contractor has satisfied the PPO or PO that the proposed procedures are suitable and that adequate plant, materials and labour are on hand to complete the work within the allotted period.

The Contractor may not have available the whole of the period of any track closure as an exclusive use for the carrying out of work. Prior, concurrent or concluding activities by Queensland Rail may restrict the time available to the Contractor.

All costs associated with the provision of track possessions as well as any costs associated with the withholding of approval or the provision of additional or backup plant or labour shall be borne by the Contractor.

After a Track Possession has been granted by Queensland Rail for a nominated date, the



contractor shall advise the Project Manager of any changes to the required date of the Track Possession by no later than 10 days prior to the Track Possession date. Should the Contractor fail to advise within the required minimum notification times, appropriate cancellation costs will apply. The Project Manager will endeavour to give the contractor as much notice as possible of any Track Possession that cannot be granted, but will not be obliged to compensate the contractor for any loss.

The Contractor shall, to the extent stated by Queensland Rail, pay all costs incurred by Queensland Rail in connection with track possession.

The Contractor shall pay without deduction all moneys due and owing to Queensland Rail pursuant to this clause within the timeframe specified in the contract.

Queensland Rail reserves the right at any time to cancel any Track Possession at short notice by notice in writing to the Contractor.

2.9 Delays to Trains

Where the operations of Queensland Rail trains are delayed by over 5 minutes by the Contractor, and Queensland Rail determines that such delays are attributable to the default or neglect of the Contractor the cost of such delays shall be recovered by Queensland Rail from the Contractor.

The cost of delay shall be calculated by Queensland Rail for the train standing at the point of obstruction and for each train delayed further along the line in either direction.

If the delay is such that alternative transport arrangements are necessary for passengers or freight, the full cost of providing the alternative transport will be recoverable from the Contractor in addition to the cost of the delayed trains.

2.10 Stopping Work

If the Contractor is executing any work in a manner which, in the opinion of the PPO, PO or Project Manager, could endanger Queensland Rail operations and/or property, the PPO, PO or Project Manager shall have the right to instruct the Contractor to stop such work. If such instructions are not carried out, the PPO, PO or Project Manager shall have the power to stop immediately all work, which could endanger Queensland Rail operations and/or property until adequate safety measures are implemented.

2.11 Removal of Contractor's Employee

The PPO and the PO shall have the power to instruct the Project Manager, in writing, to order the Contractor to remove any employee of the Contractor from the Works, should that employee

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disobey an instruction given by the Protection Officer.

If a person breaches Queensland Rail's safety requirements associated with the safe operation of the operating corridor, then that person will be immediately removed from the Work Site, by the PO. The matter will be referred to the PPO/Project Manager, who will determine whether that person shall be permanently removed from the Work Site.

2.12 Temporary Level Crossings

If access across railway tracks is required by the Contractor and is considered necessary by the Project Manager, Queensland Rail will provide, maintain and remove at the expense of the Contractor temporary level crossings to enable the Contractor to gain access to the Works Site.

Queensland Rail must assess any proposed temporary level crossings, in accordance with the Australian Standard 1742.7 for level crossings. The Contractor shall apply the controls as recommended by the Queensland Rail assessment. All costs of the assessment and crossing construction shall be at the Contractor's cost.

The location of any access across railway tracks shall be authorised in writing by the Project Manager.

Approach earthworks to such crossings shall be constructed by the Contractor at the Contractor's expense to details provided by Queensland Rail.

The Contractor shall advise the Project Manager at least six (6) weeks in advance of the date when such access will be required, but Queensland Rail will not be responsible for any delay in the construction of the crossing and the Contractor shall have no claim on Queensland Rail in respect of any such delay.

2.13 Excavation near a Railway Track

The Contractor is to give Queensland Rail or the Queensland Rail Project Manager at least four (4) weeks notice of any intention to excavate within 25 metres of an existing or defined future rail corridor boundary, adjacent to or under railway tracks and over or under a railway tunnel. Excavations in these areas are to be carried out by methods described in Queensland Rail's conditions of approval for the Works and/or methods authorised by the Project Manager.

The Contractor shall be responsible for the costs of any track supports.

Where required by the Contractor and/or considered necessary by the Project Manager, the construction and installation of track supports will be carried out, at the Contractor's cost, by Queensland Rail. The Contractor shall be responsible for the construction and installation of any shoring required.



The Contractor shall be responsible for the safety of excavations within Queensland Rail property and shall cover and/or protect any such excavations with barriers and lights as necessary.

Excavations on Queensland Rail property shall not be backfilled until the methods and material proposed have been submitted to and reviewed by the Project Manager.

2.14 Blasting

Rock may be excavated by the use of explosives as specified in "QR-CTS-Part 6 Earthworks", and Department of Transport and Main Roads document "MRTS55 Use of Explosives in Roadworks". The Department of Environment and Heritage Protection (DEHP)'s guidelines for Noise and Vibration from Blasting shall also apply.

Inspections of buildings, structures and railway tracks shall be carried out in any area where the maximum peak particle velocity from a blast generated ground vibration is likely to exceed 5 mm/s or the subsequent airblast is likely to exceed 120 dB. Such inspections shall be carried out before and after blasting operations.

Measurements shall be taken of the ground vibration and airblast for each blast at a point in close proximity to the nearest buildings, structures or railway tracks. Records shall be kept of all inspections and the ground vibration and airblast measurement information for each blast, and provided to the Project Manager upon request.

The Contractor must give the Project Manager at least four (4) weeks' notice of any intention to excavate by blasting and shall furnish full details of the location thereof and the proposed methods as well as the name and permit number of the licensed shotfirer.

Such blasting may only be carried at locations authorised by the Project Manager and at times authorised by the PPO or PO. The PO shall be in attendance.

Because of the extensive use of radio communications in the Queensland Rail system, the Contractor shall only use a non electric initiation system for explosives unless otherwise approved by the Project Manager. Explosive holes may be filled and stemmed prior to the passage of the last train past the Work Site but the interconnection of the initiation system between blast holes shall not occur until the track is clear of trains and permission given to the contractor to proceed by the PO.

Blasting will not be permitted near any structures, fixtures, foundations and the like, the stability or integrity of which, in the opinion of the Project Manager, PPO or PO may be endangered by blasting.

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The Contractor will provide screens, barriers, mats and the like to limit the effects of blasting.

The Contractor will be held responsible for any loss, damage or injury sustained by the public or by workmen (whether employees of the Contractor, Queensland Rail or other Authority) and for any damage to property of any description whatsoever caused directly or indirectly by such blasting.

2.15 Construction Plan

For construction over railway tracks, the Contractor shall detail, in a construction plan, the construction procedure and interfaces with the railway. Construction shall not commence until the construction plan has been submitted to and approved by the Queensland Rail Project Manager.

3.0 RELOCATION OR ALTERATION OF RAILWAY SERVICES

The Contractor must advise the Project Manager in writing at least eight (8) weeks before the date that any alterations to Queensland Rail services such as signalling, telecommunications or power supply systems will be required, unless a shorter period is approved by the Project Manager.

The cost of any such work shall be borne by the Contractor

4.0 WORKS AREAS ON RAILWAY LAND

The Contractor must advise the Project Manager in writing of any areas of railway land required by the Contractor for carrying out the Works at least six (6) weeks before the land is required. The Contractor must not take possession of any railway land until the extent and limits of all work areas on railway land have been authorised by the Project Manager.

The Contractor must erect safety fences and any other necessary protective measures to ensure that the Contractor's possession of such areas does not interfere with or endanger in any way whatsoever members of the public, Queensland Rail agents or servants, or Queensland Rail operations or property.

The Contractor must ensure that existing public access is maintained throughout the construction to a standard at least equal to that existing prior to the start of construction.

5.0 DEMOLITION OF EXISTING STRUCTURES

Demolition work must not commence until full details of proposed demolition methods and of the types of plant and equipment to be used have been submitted to and authorised by the Project Manager.

The demolition work is to be carried out under the supervision of a holder of a current and valid Queensland demolition licence.



The demolition work is to be carried out in such a manner that no material shall fall on Queensland Rail tracks, other Queensland Rail installations or adjacent properties.

If there is a possibility of material falling on Queensland Rail tracks or other Queensland Rail installations, the Contractor is to provide protection to such tracks and/or installations as approved by the PPO or PO and the Project Manager.

Demolition must only be carried out at times authorised by the Project Manager, and the PO shall be in attendance.

6.0 REMOVAL AND RE-ERECTING OF FENCING

If it is proposed to remove any fences along the railway boundary as part of the Works, or where other fences are removed temporarily or disturbed prior approval from the Project Manager is required. All such fences shall be replaced or repaired by the Contractor, and left, at the time of the completion of the Works, in the same order and condition as they were at the commencement of the Works.

The Contractor must maintain operating corridor security at all times or provide a PO to supervise. A temporary fence shall be erected to protect corridor security before fences are removed.

Following removal of any fence along the railway boundary, the Contractor shall erect suitable barricades along the boundary at all times when work at that location is not in progress and until the fence is re-erected or replaced.

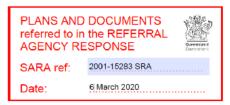
The Contractor is to keep the fence stock proof at all times when access is not required.

7.0 REMOVAL OF BUILDINGS AND CLEANING UP

Upon completion of work on Queensland Rail land, the Contractor is to remove all temporary construction buildings, offices, workshops, temporary structures, plant, materials, surplus earth, rubbish and other construction items and shall restore the site to its original condition.

Any unfinished restoration works, which are not to Queensland Rail satisfaction, will be completed by Queensland Rail at the expense of the Contractor.





Basic Electrical Safety Requirements CIVIL-SR-003

REQUIREMENTS FOR WORK ON OR NEAR

HIGH VOLTAGE OVERHEAD LINE EQUIPMENT

AND

LOW VOLTAGE SERVICES

Revision: 7

Updated: 30/06/2016

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CIVIL-SR-003 (Revision 7)



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В	04.02.2002		Safety Induction Course cost updated
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D	22.12.2009		Complete Revision
E	30.09.2010		New disclaimer. Rebranded.
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7	30/06/2016		Update of exclusion zone requirements. Terminology updated. Introduction of WET (working in the electrified territory) training. References made to Rail Safety Worker framework.
			Introduction of basic rules for work near electric traction infrastructure and electrical low voltage services.

Compliance:

Significant issues with compliance with the requirements detailed in this document shall be addressed through the Rail Infrastructure Manager who will liaise with the Electrical and Track & Structures Discipline Head as necessary.

Feedback:

If you have any suggestions for improvement to any documentation, especially inaccuracies or ambiguities, please email CivilEngineeringStandards@qr.com.au with the document number in the subject heading.

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1.0 INTRODUCTION

These Electrical Safety Requirements detail the conditions which must be met by an external party or contractor working on or near:

- a. Overhead Traction Wiring Equipment, in or about Queensland Rail property.
- Electrical low voltage services within facilities and corridors controlled by Queensland Rail.

State electrical safety law creates a framework that:

- Imposes duties on those who may affect the electrical safety of others.
- Establishes standards for industry and the public through regulations and codes of practice.
- Establishes safety management systems for electricity entities including power authorities and Queensland Rail.
- Provides a system of licensing for electrical workers and contractors.
- Provides penalties for breaches of the Electrical Safety Act 2002 (Qld).
- Provides consumer protection against electrical work not being properly performed or completed.
- Establishes a consultative structure for industry, workers and the community to participate in improving electrical safety.

1.1 Definitions:

Electric Traction Infrastructure is the railway high voltage electrical distribution network used to supply energy for rollingstock and approved designated railway applications. The system incorporates overhead line equipment, return circuits (including designated running rails), substations, switching, protection and control equipment.

Isolated means disconnected from all possible sources of energy by means that prevent unintentional energisation of the Electrical Apparatus and that are assessed as a suitable step in the process of making safe for access purposes.

Nominated Person is a competent worker who is approved and qualified to switch, test, apply local earths and issue Permits to Work (Form C).

Overhead Traction Wiring Equipment refers to overhead equipment necessary for the traction power supply for electric trains, including contact lines, ancillary conductors, isolators, and traction bonding.

Permit to Work (Form C) is a permit that is issued subsequent to isolation and earthing of relevant electrical apparatus to facilitate safe work near or on electrical apparatus including overhead line equipment.

The purpose of the form is to make known to the Recipient specifically which equipment is isolated and earthed, and upon which, or near to which, it is safe for work to be carried out.

Recipient (person in charge of electrical safety) is an authorised person who has the competence and responsibility to supervise the electrical safety aspects of the work and has been appointed to take charge of a specific worksite in electrified areas.

A Recipient can be issued with a Permit to Work (Form C) or Safety Clarification Advice (SCA) as the person responsible for the electrical safety component of the work activity, and compliance with, the requirements of a relevant Safe Work Method Statement.

The Recipient shall hold overriding safety responsibility for relevant activities within the worksite. The Recipient shall remain on site and in charge of the worksite at all times for the duration of the approved work. If the Recipient leaves the worksite the electrical safety aspects of the work for which the Form C or SCA is issued, is to stop until the Recipient returns.

Safety Clarification Advice (SCA) is written advice provided to a Recipient on how to safely carry out work that has the potential to come within the 3 metres exclusion zone of the live electric traction system.

It is site and activity specific written advice, concerning work restrictions in the vicinity of live overhead line equipment. This advice is supplied by the Traction Power Engineer or their delegated representative in response to a request from a Recipient.

Work related to a SCA shall be adequately described and controlled by a relevant Safe Work Method Statement. Note that an SCA is not a Permit to Work (Form C)

Traction Power Engineer is the competent registered professional electrical engineer responsible for the electric traction infrastructure in a defined geographic area in respect of:

- 1. System operation, maintenance and integrity; and
- Electrical safety advice.

The TPE may delegate a representative to authorise works on his behalf.

2.0 SCOPE

These Safety Requirements apply to:

- Work on or near electric traction infrastructure (declared as the works of Queensland Rail as an electricity entity under Electrical Safety Legislation)
- Work on or near electrical low voltage services within facilities controlled by Queensland Rail.

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3.0 WORK ON OR NEAR OVERHEAD TRACTION WIRING EQUIPMENT

3.1 Warning

All overhead line equipment (and associated electric traction infrastructure) must be treated as live and dangerous at all times. Overhead line equipment is energised at 25,000 volts AC.

3.2 Electric Traction High Voltage Exclusion zone

A 3 metre exclusion zone from Overhead Traction Wiring Equipment must be maintained unless suitable approved controls are in place before work commences within the electric traction exclusion zone. See Figure 1 below

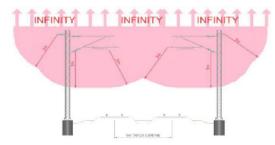


Figure 1: Overhead line equipment exclusion zone.

If, in the opinion of a Protection Officer (PO) or the Possession Protection Officer (PPO), any activity of the Contractor is considered dangerous or contravenes any of these requirements, then the PO or PPO has the authority to direct that such activity is to cease immediately.

3.3 Rules for Work within the Traction Exclusion Zone

All third parties and workers (including contractors) planning and conducting work near electric traction infrastructure must observe the requirements of MD-10-191 (Electric Traction Systems Standard - Module 2).

No work is allowed within the overhead line equipment exclusion zone (or having the potential to encroach the exclusion zone) without:

- A Permit To Work (Form C) issued by a Nominated Person, OR,
- A Safety Clarification Advice (SCA) endorsed by the traction power engineer or designated representative, OR
- A barrier endorsed by the traction power engineer or designated representative, erected with the objective to separate the worksite from exposed electrical high voltage equipment.

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3.4 Isolation and Permit to Work:

When the Traction Power Engineer (TPE) determines that work cannot be carried out safely under a Safety Clarification Advice (SCA) process, an isolation must be sought and planned so that the work can be conducted safely. A Permit to Work (Form C) will allow suitably trained workers under the supervision of a Recipient, to work "NEAR" isolated overhead line equipment.

3.5 Application Procedure

The Contractor shall contact the Traction Power Engineer and then apply in writing for one of the above using appropriate Queensland Rail forms. The timing for the start of work by the Contractor on site is to allow for a joint Queensland Rail /Contractor site inspection, Queensland Rail's analysis/amendment/approval of the Contractor's application and Queensland Rail's planning/resourcing.

The Contractor's application is to include but not be limited to such aspects as the provision of a Safe Work Method statement. The Safe Work Method Statement (SWMS) must contain the minimum control measures required to ensure that an unsafe electrical situation is not created at any stage of the works. The application is also to nominate the Contractor's Recipient. This worker must have appropriate knowledge of electrical safety and working within 3 metres of the live Overhead Traction Wiring Equipment and also knowledge of working in a railway corridor which is to be obtained from appropriate Queensland Rail training courses.

3.6 Competency and Training Requirements

There will be a requirement that all third party and contractor's staff carrying out works undergo relevant Queensland Rail safety training.

Personnel working within electrified territories shall undertake WET (Working in the Electrified Territory) induction and relevant periodic refresher training.

Workers planning and supervising work near electric traction equipment shall undertake Recipient training and relevant periodic refresher training.

Workers requiring access to high voltage substation compounds shall undertake "Safe access to HV enclosure" training.

Competency matrices for electric traction work can be found at

http://www.queenslandrail.com.au/forbusiness/contractors/railworkers

under "Electric Traction" competence matrix.

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4.0 WORK ON OR NEAR LOW VOLTAGE SERVICES

4.1 Warning

All electrical conductors and equipment must be treated as energised (live) and adequate procedures for working on or near energised electrical equipment must be followed in accordance with:

- the Electrical Safety Code Of Practice (2013) Managing electrical risks in the workplace, and
- AS/NZS 4836: 2011 Safe working on or near low-voltage installations and equipment.

4.2 Electric Low Voltage Exclusion Zone

The exclusion zone below applies to the planning and execution of work on or near low voltage conductors and equipment.

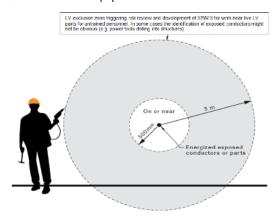


Figure 2: Low voltage equipment and cables exclusion zone.

All work must be planned and organized to minimize the risks associated with the work. An assessment shall be carried out at the work site before starting work to assess all risks that might have the potential to cause harm or damage.

If any person is required to work within 3 metres of energized exposed conductors or parts, a competent person shall identify appropriate risk treatments.

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4.3 Safety Rules for Electrical Low Voltage Work within Queensland Rail Facilities

- A. Work on energised electrical wiring and equipment is prohibited (exceptions from this rule are defined in section 18 of the Electrical Safety Regulation).
- B. Assume electrical parts are live until proven de-energised and locked out and tagged out (LOTO).
- C. Testing to prove de-energised and fault finding shall be performed in accordance with a safe work method statement suitable for the task (considering requirements for pre-start briefs, barriers, roping off, PPE, electrical safety observers, appropriately rated tools and instruments).
- Electrical work shall be carried out by competent qualified licenced persons only.
- E. All redundant cables shall be removed from the installation unless otherwise approved to remain installed in an electrically safe condition and appropriately identified.

4.4 Competency and Licencing Requirements

It is illegal to perform or supervise electrical work unless a person is the holder of a relevant and current electrical work licence.

An external business that performs electrical work on Queensland Rail assets must have a current electrical contractor's licence.

A qualified technical person (QTP - electrical), employed by the business, is mandated for the contractor's licence to be current. The QTP is responsible for the supervision of contracted electrical work.

Queensland Rail will review or arrange a review of electrical work as required including:

- Requesting copies of Testing and Safety certificates of compliance as soon as practicable at the end of the works (in accordance with section 26 of the Electrical Safety Regulation).
- Verification of electrical licencing.
- Spot audits of site works.

Competency matrices for electric low voltage facility work can be found at

http://www.queenslandrail.com.au/forbusiness/contractors/railworkers

under "Electric Facilities" competence matrix.

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5.0 SAFE WORK METHOD STATEMENTS

If there is a safety risk associated with working near energised electrical equipment a written risk assessment needs to inform a suitable safe work method statement to identify risks and appropriate risk control measures. Electrical risks include:

- electric shock if exposed energised equipment is touched or arcs across;
- explosion, for example if a metal tool is dropped onto bus bars causing a short circuit;
- exposed high-temperature parts causing burns to bare skin;
- electrical fires induced, for example, by allowing moisture or dust to enter electrical equipment.

Work near energised live equipment must be planned and executed working through the hierarchy of controls to choose the controls that most effectively eliminate or minimise the risk of working near energised electrical equipment, so far as is reasonably practicable. This may involve a single control measure or a combination of two or more different controls.

Elimination is the most effective control measure to remove a hazard from the work site.

Under the WHS Regulation substitution, isolation and engineering controls are ranked at the same level of protection, ahead of administrative controls and then PPE.

6.0 FURTHER INFORMATION

Further electrical safety information can be obtained from:

- Queensland Rail Safety and Environment Management Systems Standard MD-10-191 "Electrical Traction Systems Standard" modules 1 and 2.
- Electrical Safety Act (2002) and Regulation (2013).
- Electrical Safety Codes of Practice including:
 - Electrical Safety Code of Practice 2010
 Working near overhead and underground electric lines
 - Electrical Safety Code of Practice 2013
 Managing electrical risks in the workplace
 - Electrical Safety Code of Practice 2010
 Works
 - Electrical Safety Code of Practice 2010
 - Electrical equipment rural industry.

The Electrical Safety Act, Regulation and relevant Codes of Practice can be downloaded from: (https://www.business.qld.gov.au/business/running/workplace-health-safety/electrical-safety/laws/codes-practice)

Reference is made to the following Queensland Rail Technical Requirements which must also be satisfied considering the scope of third party or contracted works:

CIVIL-SR-001 Design of Road Overbridges; CIVIL-SR-002 Work in or about Queensland Rail Property.

CIVIL-SR-005 Design of Buildings over or near Railways,

CIVIL-SR-006 Design of Footbridges; CIVIL-SR-008 Protection Screens, and

CIVIL-SR-012 Collision Protection of Supporting Elements Adjacent to Railways.

CIVIL-SR-013 Advertising Signs on Queensland Rail's Property

CIVIL-SR-016 Services Under Railway Property (Non-Queensland Rail Services)

CIVIL-SR-017 Underground Services (Queensland Rail Services)

Copies of these documents may be obtained from Queensland Rail where applicable.

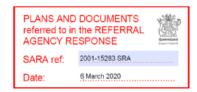
All reference documents including Australian Standards, Codes of Practice, Queensland Rail's standards and Queensland Rail Technical Requirements, are to be the latest version.

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Civil Engineering Technical Requirement CIVIL-SR-005

DESIGN OF BUILDINGS OVER OR NEAR RAILWAYS

Revision: D

Updated: 30/05/2011

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CIVIL-SR-005 (Revision D)



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CIVIL-SR-005 (Revision D)



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CIVIL-SR-005 (Revision D)



1.0 INTRODUCTION

This Technical Requirement details the criteria which must be met by external party designs for buildings over or within 25 m of railway property. Reference is made to the following additional Queensland Rail Technical Requirements which must also be satisfied:

- CIVIL-SR-002 Work in or about Queensland Rail property,
- CIVIL-SR-003 Work adjacent to overhead line equipment.
- CIVIL-SR-007 Design and selection criteria for road / rail interface barriers,
- CIVIL-SR-008 Protection screens,
- CIVIL-SR-012 Collision protection of supporting elements adjacent to railways, and
- CIVIL-SR-014 Design of noise barriers adjacent to railways.

Copies of these documents may be obtained from Queensland Rail.

All reference documents, e.g. Australian Standards, codes and Queensland Rail Technical Requirements, are to be the latest version.

2.0 SCOPE

This Technical Requirement applies to the:

- · design of new buildings, and
- upgrading of existing buildings.

It covers the design criteria for buildings which are neighbouring Queensland Rail property (with a common boundary), as well as buildings which are above and enclose the railway tracks. Only those matters which will affect or are affected by the presence of the railway are covered. For example, the aesthetics or internal use and features of the building are not considered.

The presence of buildings over or near high speed or heavy haul railway lines is highly undesirable on safety grounds associated with increased consequence from derailment and will be limited by Queensland Rail.

3.0 DESIGN AND DOCUMENTATION

3.1 General

The design of buildings over or near the railway is to comply with:

- · Building Code of Australia,
- · relevant Australian Standards,
- AS 5100 Bridge Design for collision protection and collision loads, and
- this Technical Requirement and associated Technical Requirements.

Designers are to liaise with Queensland Rail to minimise the effect of construction on train services and to determine whether Queensland Rail will accommodate any speed restrictions, track closures and/or isolations of the overhead line equipment (OHLE) anticipated during construction.

The design of the building is to take into account the available access to the building site and the need to minimise interference with train operations, passengers and railway activities during construction.

Queensland Rail reserves the right to restrict construction methods to those that minimise interference to train operations, passengers and railway activities.

Existing access to Queensland Rail property for maintenance and emergency is to be maintained at all times during construction work.

All documentation for the construction of buildings is to allow for and include:

- CIVIL-SR-002 Work in or about Queensland Rail property, and
- CIVIL-SR-003 Work adjacent to overhead line equipment (where applicable)
- CIVIL-SR-007 Design and selection criteria for road / rail interface barriers,
- · CIVIL-SR-008 Protection screens,
- CIVIL-SR-012 Collision protection of supporting elements adjacent to railways, and
- CIVIL-SR-014 Design of noise barriers adjacent to railways..

The drawings are to show:

- design loads,
- any special provisions, e.g. structural redundancy and use of precast or prefabricated elements
- railway centrelines in the vicinity of the proposed building,
- · clearances from building to track and OHLE,
- railway kilometerage linked to the set out, and
- details of all existing railway infrastructure, including maintenance and emergency access under and in the vicinity of the proposed building.

All structural drawings, including temporary works such as falsework and formwork shall be certified as having been designed in compliance with the Professional Engineers Act.

Prior to construction, copies of the drawings and documentation consisting of:

- overall scope of construction works,
- · demolition scheme,
- · collision protection measures,

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- assessment of risks from dangerous goods transport with appropriate control measures in the design, and
- details of work within / over / adjacent to Queensland Rail property,

are to be submitted to Queensland Rail for review and a compliance check against Queensland Rail's Technical Requirements and Standards.

Construction is not to commence until permission has been received from Queensland Rail.

3.2 Clearances

Clearances to railway tracks are to satisfy the minimum requirements of the following, unless otherwise approved by Queensland Rail:

- Queensland Rail Standard Drawing No 2754
- · trackside access roads,
- · formation drainage,
- sighting requirements for railway signals and level crossings,
- special items of overhead traction wiring equipment, e.g. switches, transformers, wiring at turnouts.
- · passenger platform requirements, and
- access to clean and maintain the building.

For buildings across existing and future electrified lines, the building's support structure is to be located clear of the overhead wiring system and to have protection screens installed in accordance with Queensland Rail Technical Requirement CIVIL-SR-008 *Protection screens*.

The drawings of the proposed building are to show the railway clearance outline superimposed on an elevation of the building at 90° to the track alignment.

3.3 Earthquake Protection

Buildings over or near railways are to be classified as "importance level 2 structures" for the purposes of AS 1170.4 Structural design actions: Part 4 Earthquake actions in Australia.

Buildings are to be designed to minimise the risk of collapse during earthquakes, with particular attention being given to:

- bearing arrangements,
- · widths of bearing shelves, and
- reinforcing steel in columns.

3.4 Durability

The design life of the building over or adjacent to the railway tracks needs to be a minimum of 100 years.

Buildings are to be designed so that maintenance will have no effect on Queensland Rail's operations. No access from the railway corridor is allowed.

3.5 Lighting and Ventilation

A building enclosing the railway is to be designed to maximise natural air flow and lighting within the



railway corridor. Where a building abuts the railway corridor, it is not to produce lighting or ventilation shafts within or opening onto the railway corridor. Where it is determined that artificial light and mechanical ventilation of the railway corridor is required, the building owner or its agent is to provide and maintain:

- independent power supply for these services, and
- back-up plant and power supply to ensure continuous light and ventilation in case of failures and emergencies.

3.6 Demolition

A building is to be designed so that it can be demolished progressively without causing interference to train operations, passengers and any railway activities. A demolition scheme is to be included in the drawings and documentation to be submitted to Queensland Rail as required by Section 3.1.

4.0 SUBSTRUCTURE - FOUNDATIONS

Foundations are to be designed to be installed with minimum interference to railway operations.

No excavation within or under the railway corridor is permitted, unless agreed to by Queensland Rail. Permanent soil nails / rock anchors are not permitted to extend into the railway corridor. Temporary soil nails / rock anchors may be permitted during construction of the substructure. They must be designed not to interfere with railway infrastructure. On completion of each level of the substructure, the temporary soil nails / rock anchors for that level are to be de-stressed, as agreed by Queensland Rail.

The period from commencement of excavation until completion of the substructure to at least rail level adjacent to the railway must not be more than 6 months.

The design of shoring systems for excavations adjacent to operating railway tracks is to be submitted to Queensland Rail for review before construction commences.

Foundations are not to interfere with corridor drainage. Provision is to be made for railway formation drainage. Drains are to be lined where appropriate and are to be clear of the track. Piers and foundations are to be designed to allow free drainage along the formation and are not to cause ponding. For deep excavations next to the corridor, the design of the retaining structures is to include provision for drainage.

5.0 PIERS - COLLISION PROTECTION

5.1 General

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Buildings are to be a single clear span over existing and future railway tracks, unless agreed otherwise by Queensland Rail.

Collision protection and collision loads are to be in accordance with AS 5100 *Bridge Design* and Queensland Rail Technical Requirement CIVIL-SR-012.

5.2 Upgrading of Existing Buildings

Existing piers and columns which do not satisfy the requirements in Section 5.1 are to have deflection walls provided. Independent deflection walls are to be provided where space permits. For details refer to Queensland Rail Technical Requirement CIVIL-SR-012.

5.3 Design Report

A design report on the measures adopted for collision protection is to be included in the drawings and documentation to be submitted to Queensland Rail as required by Section 3.1.

6.0 SUPERSTRUCTURE

6.1 General

Building superstructures over existing tracks are to be designed to minimise the time needed for erection, e.g. precast / prefabricated components. The aim is to minimise any delays to train services during construction from speed restrictions, track closures and / or isolations of the overhead traction wiring equipment.

The connection between the deck and piers is to be designed to minimise the risk of collapse in the event of an earthquake or collision from railway traffic.

6.2 Building Drainage

Building drainage is to discharge in a manner which does not adversely affect railway tracks, associated railway facilities or property occupied by Queensland Rail. Building drainage discharge via scuppers is not permitted from spans over existing and future railway tracks. Building drainage pipes are to comply with the requirements for services in Section 9.

7.0 TRAFFIC BARRIERS

In areas of the building accessible by vehicles, traffic barriers are to be provided across the railway corridors to prevent vehicles from accessing Queensland Rail tracks and property.

Traffic barriers are to be designed in accordance with AS 5100 *Bridge Design* and Queensland Rail Technical Requirement CIVIL-SR-007. Building designers are to reach agreement with Queensland Rail on the barrier performance level.

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8.0 PROTECTION SCREENS

Protection screens are to be designed to protect the railway by preventing:

- public access to overhead traction wiring equipment and the track, and / or
- the throwing of objects at trains, stations and staff / public on the railway corridor.

The minimum requirements for protection screens are provided in Queensland Rail Technical Requirement CIVIL-SR-008.

9.0 SERVICES

Buildings are not to disturb existing Queensland Rail services (signal, telecommunications and OHLE) and other externally-owned services. Existing underground services that are to remain in

place are to be protected from loads during construction and operation of the building. Design details are to be submitted to Queensland Rail for review.

The building's services, including pipes for deck drainage, are not to be attached to the sides or undersides of buildings over or adjacent to the railway.

Services and their attachment to the building are to have a 100 year design life and are to be designed for replacement without effecting Queensland Rail operations. Design and material selection is to be subject to review by Queensland Rail. Drainage systems are to be designed to prevent leakage onto the railway corridor.

10.0 WATERPROOFING

Building enclosures over railways are to be waterproofed to prevent water leaking through to the railway.

11.0 ANTI-GRAFFITI COATING

Any parts of the building vulnerable to graffiti and visible from trains and railway platforms are to be protected by an approved non-sacrificial coating.

12.0 ADVERTISING SIGNS

Advertising signs and other hoardings are not to be placed on buildings over or having a common boundary with the railway, unless approved by Queensland Rail.

If existing advertising signs on Queensland Rail property will require removal or relocation because of the proposed works, Queensland Rail must be advised as early as possible. Failure to do so may cause delays to the start of work. All costs

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associated with the removal and relocation of these signs are to be borne by the owner of the building.

13.0 TRANSPORT OF DANGEROUS GOODS

13.1 Background

The railway tracks under or beside the building may be used for transporting various dangerous goods (DG) and the effects of this are to be considered in the design of the building.

The feasibility of the development of buildings over the railway could be influenced by the cost of the risk control measures.

This section provides information about some of the hazards and some control measures that may be adopted for a building.

It is the responsibility of the building's owner or its agent to:

- · assess the information,
- consider all aspects relating to the consequences of a dangerous goods accident,
- determine the appropriate control measures to be used in each particular case, and
- incorporate control features into the building to minimise negative impacts on the railway.

The potential risks from the escape of DG from their containment as the result of a railway accident, are fires, explosions and toxic emissions, either directly from chemical spills or as products of combustion / reactions.

The designer of the building is to consider the following aspects of the risks posed by transporting DG:

- · safety of people occupying the building,
- safety of people on platforms or in trains under or near the building,
- structural damage to the building and / or adjacent structures,
- business interruptions and financial loss to building occupants in the event of incidents affecting the building,
- commercial risks to Queensland Rail in the potential loss of freight and passenger business in the event of incidents.
- increasing risks as a result of transporting DG by train through areas of increasing population and infrastructure density, and
- adverse public perceptions of the dangers of transporting DG through enclosed platforms, especially security related issues.

The following control measures have been identified by quantitative risk assessment and are to be considered in the design of the building:

- minimise or control the outbreak of fire.
- control the smoke / gas release from a fire,
- minimise the heat build-up in structures,

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- limit the blast damage to structural components,
- provide stability or contingency measures to the design of the building, and
- provide safe emergency access and egress from the railway track area and the building.

The control measures identified are generic and all of them may not apply to all buildings. The extent of their applicability will need to be determined for each building, depending on its location and type.

In all cases where a building encloses the railway, provision is to be made in the design for access to the railway corridor so that cleaning of the railway infrastructure (station facilities, track, ballast, cess drains, etc.) can be performed after a DG incident.

For the purposes of a building which encloses railway tracks on both sides and above for a greater length than 80 m, the situation regarding limited ventilation is to be considered as similar to a tunnel.

Documentation is to be submitted to Queensland Rail for review, in accordance with Clause 3.1, and is to include a specialist design report on the assessment of DG risks and the control measures adopted in the design. Buildings that have a sufficiently wide enclosure over the tracks may or may not behave like a tunnel depending on the length to width ratio of the enclosure. Such cases have to be considered by computational modelling of smoke generation by fires to determine an effective ventilation strategy.

13.2 Design Intent

The aim of the design of buildings is to maintain structural integrity and so enable:

- people to escape from the building to a safe area,
- people to be rescued from stations beneath the building and evacuated to a safe area, and
- emergency services to control the fire before significant structural damage can occur.

Any building over or beside the railway must be able to withstand a fire, explosion, chemical spill, liquid fuel spill, gas emission, etc. resulting from a derailment or other incident and still provide protection for users of the building.

13.3 Design Measures for the Control of Fire

This information is provided for the consideration of the building's designer for inclusion in the design.

One way to reduce the rate of temperature rise in a fire within an enclosure is to provide adequate ventilation. Ventilation reduces the build up of smoke and toxic gases in the enclosure, and heat affecting the structure above. Ventilation can be fed in a direction that creates a clear air entry for emergency response personnel. Alternatively,

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smoke and gases can be drawn into a ventilation duct and taken away from the enclosure space, so keeping the air in the enclosure free of smoke and gas, and achieving the design intent in Section 13.2. Mechanical ventilation for fire and life safety is mandatory when the enclosure contains platforms or station facilities.

Some design measures are outlined below:

- Keep the length of the enclosure above and around the tracks to less than 80 m wherever possible, so that the onerous provisions of a tunnel may not be required. It also minimises hot gas layer build-up and heating of the building.
- Provide sufficient gaps between buildings to ensure ventilation can occur between enclosures. Provide off-takes at the portals for ventilation. The optimum length for gaps (between buildings) is best determined by a generic ventilation study of an enclosed track section, using various lengths of enclosed track
- If the enclosure is longer than 80 m, making it a tunnel, consider providing a natural ventilation shaft at appropriate intervals.
 Where the enclosed section is also wide, the requirements shall be determined by smoke modelling.
- 4. The discharge point of the vent requires careful consideration as there is potential for dispersion of toxic plume (from the discharge point) to enter the air-conditioning air intake duct of the building. Dispersion modelling needs to be carried out using the meteorological data applicable to the building location, for various combinations of wind speeds and Pasquil stability conditions.
- 5. Construction of ventilation shafts to the "surface" may require consideration of formal permissions or tenure rights for a ventilation outlet to exist if outside Queensland Rail property. Consideration needs to be given to Queensland Rail's long-term rights for the vent structure to remain and operate unrestricted while the railway operates.
- Undertake modelling of smoke dispersion at the concept design stage to predict ventilation patterns. Computational models provide a useful tool in this area.
- The enclosure structure itself shall be designed for a fire load of 60 MW. This may be achieved by one or more of the following:
 - selecting an appropriate thickness for the enclosure soffit,
 - (b) coating the enclosure soffit with passive fire protection material, and
 - (c) providing sprinklers on the enclosure soffit above the tracks to reduce the heat

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generation rate and suppress fire by preventing air flow to the fuel.

Option (c) will not be permitted if it interferes with the overhead traction equipment.

Further, the situation would be aggravated if water is sprayed on Class 4.3 goods or burning xanthates. The frequency of transport of xanthates and Class 4.3 goods may be significantly lower than that for flammable liquids such as gasoline.

- The effect of more fuel will not increase the temperature of a hydrocarbon fire, but will only extend the duration of the fire.
 Therefore, the temperatures attained will be similar to those used in the design of road tunnels and the international code developed by PIARC will be appropriate.
- Smoke dispersion modelling is to be used to predict the location of the smoke plume relative to the building. The building's airconditioning air intakes are to be located clear of these areas. However, the air intakes are to be fitted with smoke detectors which will automatically shut down the airconditioning fan and damper.
- 10. Ventilation design needs to cater for operation during a fire emergency. The ventilation system must be able to control smoke and allow emergency response teams to enter the enclosed space safely with appropriate fire fighting and protective equipment.
- Provision for the capture of large spills of flammable liquid.
- The provision of fire detection and alarms in the enclosure.
- 13. Protection of fire detection equipment from the fire itself. Separate circuits with feeds from both ends of the enclosure and closed loops are essential to ensure that these communications remain open during a fire.
- Provide adequate water drainage from the enclosed section of track, to avoid causing a hazard to fire fighters from burning fuel floating on the water.
- 15. Including emergency exit doors leading to escape passages to enable a mass evacuation of a passenger train, should a freight train carrying DG be stopped in the enclosure because of a fire or explosion.

13.4 Design Measures for Passive Fire Protection

This information is provided for the consideration of the building's designer for inclusion in the design.

Spalling of concrete can be limited and structural integrity can be maintained by the use of passive fire protection (PFP) materials. These coatings reduce the build-up of heat on the concrete surface and therefore limit the potential for spalling.

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A PFP material is defined as, "a coating, cladding or free-standing system which, in the event of a fire, will provide thermal protection to restrict the rate at which heat is transmitted to the object or area being protected". These materials are used to:

- prevent escalation of the fire due to progressive releases of inventory, by separating the different fire risk areas, and hence protect personnel until safe evacuation can take place,
- protect essential safety items and critical components such as separators, risers and topside emergency shutdown valves, and
- minimise damage to the building by protecting the critical structural members.

The use of passive fire coatings has been shown to maintain concrete surface temperatures in hydrocarbon fires below 400°C for up to 2 hours.

The use of polyfibres in concrete and minimising moisture content has also been shown to limit spalling. The polyfibres melt, providing space for moisture to expand.

Some design measures are outlined below:

- Consider use of Passive Fire Protection materials to coat the soffit of the enclosure, as an alternative to structural design alone for a significant hydrocarbon fire.
- Ensure that all materials to be used in the construction of the enclosure are evaluated with regard to their flammability and combustion characteristics.
- Develop a building evacuation plan in the event of a fire in the enclosure.
- Nominate a safe assembly area for the building occupants in the building evacuation plan.

13.5 Design Measures for the Control of Blast Damage

This information is provided for the consideration of the building's designer for inclusion in the design.

The collision loads in AS 5100 do not cover the impact of explosions in enclosed spaces underneath a building.

Some design measures are outlined below:

- In addition to looking at the actual structural design of specific support elements, limiting the effects of blast damage in a building may include:
 - selective location of support pillars to avoid domino effects,
 - spacing of pillars of sufficient number to provide strength, but at the same time providing adequate ventilation,
 - use of structural walls instead of pillars only in cases where pillars are insufficient to support the load, and

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- (d) provision of additional support elements
- A structural redundancy analysis shall be carried out to verify the capacity to support the deck load at the ultimate limit state with one or more of the supporting columns removed
- Consider providing alternative support structures for the building independent of the enclosure, additional fire rating etc, so that the integrity of these structures can be maintained. The need for this has to be determined on a case by case basis.
- Configuration of a ventilation system which allows rapid ventilation transition to zero air movement may be useful in a range of scenarios.

14.0 CERTIFICATION OF DESIGN AND CONSTRUCTION

The building design is to be carried out in compliance with the Professional Engineers Act. The designer is to specify the functional requirements and the standards used for the design.

Design is to include verification by competent engineers not directly involved in the design that the design complies with the specified functional requirements and related standards.

The designer is to provide formal certification to Queensland Rail that the building design and verification requirements have been met. The certification is to include a summary of the specified functional requirements and related standards.

The completed building must be certified by a Registered Professional Engineer of Queensland as having been constructed in accordance with the drawings and any approved variations.

15.0 AS CONSTRUCTED DRAWINGS

Within six (6) weeks of practical completion of construction, the constructing authority is to provide Queensland Rail with:

- as constructed drawings (plan and section) for the building, showing the relationship to the railway tracks and all adjacent railway infrastructure,
- collision protection elements for the building, and
- · DG risk mitigation measures.

Drawings are to be in electronic pdf format.

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16.0 ASSOCIATED COSTS INCURRED BY QUEENSLAND RAIL

All of Queensland Rail's costs associated with the review, design and construction of the building and the implementation of Queensland Rail's Technical Requirements will be charged to the building owner or its agent. This includes any remedial work necessary to Queensland Rail property as the result of this work and any accidental damage, as well as costs associated with train delays. Rates will be set by Queensland Rail.





Civil Engineering Technical Requirement CIVIL-SR-008

PROTECTION SCREENS

Revision: 3

Updated: 13/01/2017

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Α	30/09/2010		Rebranded with new disclaimer
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			Clarification on definitions Additional information on general design requirements
3	13/01/2017		Clarification on the aperture opening sizes for anti-throw and electrification screens
			Section 9.0 updated
			Additional screen material selection inserted to appendix

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1.0 INTRODUCTION

This Technical Requirement details the criteria which must be met by providing electrification and anti-throw screens, called protection screens.

A Protection screen may be required to perform both functions of electrification and anti-throw screening. Electrification screens are positioned adjacent to live components of the overhead line equipment (OHLE) to protect personnel and members of the public from electrocution. Anti-throw screens are located adjacent to railway infrastructure to prevent injury and damage from objects being thrown at tracks, trains, platforms and other infrastructure.

This document describes situations and locations requiring protection screens, and the requirements for these screens.

Reference is made to the following additional Queensland Rail Technical Requirement which must also be satisfied:

 CIVIL-SR-007 Design and Selection Criteria for Road/Rail Interface Barriers

All reference documents, e.g. Australian Standards, codes and Queensland Rail Technical Requirements, are to be the latest version.

2.0 DEFINITIONS

OHLE: Overhead Line Equipment which includes any live energised components such as the contact, catenary, return conductor and any other live equipment.

Overbridge: An Overbridge includes all road or airspace development bridges spanning across the rail corridor.

Footbridge: A bridge designed solely for pedestrian traffic (including cyclists), and may be accessed either by lifts, stairs, ramps or escalators.

Live (Alive): Energised or subject to hazardous induced or capacitive voltages. When a potential difference (voltages) exists, or could exist, between an object and earth. For example: contact wires, feeder wires and transformer bushings.

Public: These people may either be customers of Queensland Rail, or other non-commuter users of the overbridge or footbridge.

Protection Screens: Refers to either electrification or anti-throw screens.

Standing Surface: Any point on a surface where a person may stand or walk about without great effort.

3.0 SCOPE

This Technical Requirement applies to protection screens constructed by or in liaison with Queensland Rail, for developments adjacent to or in close proximity to Queensland Rail property, to protect Queensland Rail infrastructure and assure public safety. This Technical Requirement applies to the design of new structures, and upgrading or modifications of existing structures.

4.0 GENERAL REQUIREMENTS FOR PROTECTION SCREENS

Structural design must be performed in accordance with the relevant Australian Standards.

All screens within 3 metres of the live OHLE must be electrically bonded, and designs must be submitted to Queensland Rail for approval.

All screens must be built to prevent climbing up the pedestrian side. Return screens are required for a minimum distance of 3 metres, at any screen end that may be accessible to the public, to prevent climbing onto the back.

Protection screens are to be constructed, so that they can withstand vandalism without structural failure, or loss of protection integrity. Screen material must not be easily disfigured by scratching with sharp implements.

For footbridges:

- the preferred option is to have the walking area enclosed,
- All screens must be able to be removed and cleaned from the inside of walkway or stair.
- In addition for safety and security reasons the protection screen must have sufficient transparency when viewed through the screen at different angles.

For the purposes of this document the dimensions are measured from live OHLE equipment.

4.1 ELECTRIFICATION SCREENS

If a screen is to provide electrification protection, any perforations in screens, or gaps in fixings between members must be less than 8 mm x 8 mm, except where noted otherwise in this document. Gaps between supporting frames may need to be closed off by providing compressible packing material.

Electrification Safety Sign (Drawing - 148/854/A3) must be placed on the screens in close proximity of the live OHLE.

Water or other liquid jet hoses must not be used on electrification screens for cleaning purposes without

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a full isolation of the live OHLE arranged through Queensland Rail

See Appendix A for examples of suitable electrification screen materials.

In addition to electrification screens, anti throw protection is often required. In these instances, the electrification screens may be extended higher and used as anti throw screens.

4.2 ANTI-THROW SCREENS

Anti throw screens must extend 2.4 metres vertically above the highest toe hold (usually the handrail) if see-through, or 2 metres if non see-through. Expanded metal is considered see-through.

Anti-throw screens must not have openings greater than 25 mm x 25 mm.

For screens on buildings within the limits set out in Clause 9, acceptable openings on screens shall be restricted to a maximum opening not exceeding 80mm in any direction.

5.0 SCREENS ON OVERBRIDGES AND FOOTBRIDGES

5.1 ELECTRIFICATION SCREENS

Electrification screens are required on all footbridges over electrified track. This screen must extend at least 3 metres horizontally either side of any live OHLE infrastructure, measured perpendicular to the track.

Electrification screens are required to extend vertically a minimum 1.8 m above the highest standing surface or a foothold (usually handrails).

If electrification screen perforations are larger than 3.5 mm x 3.5 mm, and the bridge clearance above conductors is less than 2 metres, extra protection is required. Extra protection options include:

- Designing the bottom 1 metre of the screen to be solid (no perforations), or
- Installing a hood above the overhead wires, extending at least 1 metre away from the bridge (measured perpendicular to the bridge) and 1 metre horizontally in each direction from the live OHLE wiring.

The hood must be designed to dissipate any liquid stream.

5.2 ANTI-THROW SCREENS

Anti-throw screens are mandatory on all bridges. The length of anti throw screens must be adequate to inhibit throwing of objects onto tracks, platforms, and other railway infrastructure and is to be determined on a case by case basis and approved by the Rail Infrastructure Manager.



The height of the anti-throw screens is to be in accordance with Clause 4.2.

For more details, see Appendix B, Figure 1.

Refer to CIVIL-SR-007 *Design and Selection Criteria for Road/Rail Interface Barriers*, for height details of screens on top of crash barriers.

6.0 SCREENS ON STAIRS / RAMPS

6.1 ELECTRIFICATION SCREENS

Electrification screens are required on stairs and ramps within 3 metres horizontally of live OHLE infrastructure.

The electrification screen must extend vertically a minimum 1.8 metres above the highest foothold (usually hand rails).

The screen must extend from the platform level, or ground level, all the way to the top of the stairs / ramp.

If the screen is within 1.5 metres horizontally of the conductor, it must not have perforations larger than 3.5 mm x 3.5 mm.

6.2 ANTI-THROW SCREENS

The extent of anti-throw screens is to be determined on a case by case basis and approved by the Rail Infrastructure Manager.

The height of the anti-throw screens is to be in accordance with Clause 4.2.

See Appendix B, Figure 1 for more details.

7.0 SCREENS ON RETAINING WALLS / WING WALLS / EMBANKMENTS

7.1 ELECTRIFICATION SCREENS

Electrification screens are required on retaining walls, wing walls and other significant embankments within 3 metres horizontally of live OHLE. The screen must extend at least 3 metres horizontally either side of the live OHLE.

Electrification screens are required to extend vertically a minimum 1.8 metres above the highest standing surface or a foothold (usually handrails).

7.2 ANTI-THROW SCREENS

The extent of anti-throw screens is to be determined on a case by case basis and approved by the Rail Infrastructure Manager. See Appendix B, Figure 2 for more details.

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8.0 SCREENS ON OR NEAR CORRIDOR BOUNDARY

Protection screens may be required on or near the corridor boundary.

Electrification screens are required if the corridor boundary is within 3 metres of live OHLE (see Appendix B, Figure 3).

Anti-throw screens may be required if members of the public could easily throw objects from outside of the corridor onto tracks / platforms / other infrastructure. The extent of anti-throw screens is to be determined on a case by case basis and approved by the Rail Infrastructure Manager.

9.0 SCREENS FOR BUILDINGS OVER OR CLOSE TO QUEENSLAND RAIL CORRIDOR

Protection screens may be required for buildings closer than 20 metres from the centreline of closest track or within 10 metres of the Queensland Rail property boundary. For any structures within these limits, the designer must assess the safety risk to the railway to determine the extent of the protection required, and obtain the approval of the Rail Infrastructure Manager.

The design of balconies and windows shall mitigate the risk of objects being thrown onto railway infrastructure.

Throw protection measures should be considered where opening windows, doors, balconies or other areas afford the opportunity for objects to be thrown onto a railway. The following factors may influence the need for throw protection:

- location and position of communal and private open space in relation to the railway, for example balconies, decks and terraces
- presence of physical barriers, such as boundary and courtyard fencing, which may provide protection for certain building levels, depending on the height of the barrier, topography of the area and finished development levels
- use of rooms with which windows are associated, for example, bathroom and bedroom windows in contrast with living room windows
- height (number of storeys) of the development and the number of windows and balconies facing the railway, for example, a house versus a medium to high rise apartment building
- design of windows and balconies in relation to the railway, for example, the use of awning windows, security screens, louvres and transparent (glass) balcony screens and podium barriers that provide throw protection



- · proximity to train stations
- existence and setback of OHLE from the railway

A variety of architectural treatments of screening designs may achieve anti-throw protection, however the design of such protection would need to ensure it prevented climbing and restricted the ability to throw objects at the railway. The measures to be adopted need to be agreed by Queensland Rail.

10.0 SCREENS PROTECTING LIVE OHLE FROM CONSTRUCTION WORKS

Protection screens may be required where construction and maintenance works occur on or close to Queensland Rail land. These screens should be erected no closer than 3 metres horizontally from the nearest live OHLE equipment, unless otherwise approved by Queensland Rail's Traction Power Engineer. Electrification screens must extend at least 3 metres horizontally past the live electrical equipment that they are shielding.

Requirements for these screens are to be agreed by Queensland Rail's Traction Power Engineer, who will issue a Safety Clarification Advice, if required.

11.0 FURTHER INFORMATION

Further electrical safety information can be obtained from:

- Queensland Rail Safety and Environment Management Systems Standards:
 - MD-10-191 "Electrical Traction Systems Standard" Module 5, Section 3.3 Clearances.
 - MD-10-161 "Fencing and signage of the right of way and electrification infrastructure"
- CIVIL-SR-003 Requirements for Work On or Near High Voltage Overhead Line Equipment and Low Voltage Services

Copies of these documents may be obtained from Queensland Rail where applicable.
All reference documents including Australian Standards, Codes of Practice, Queensland Rail's standards and Queensland Rail Technical Requirements, are to be the latest version.

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APPENDIX A: ELECTRIFICATION MATERIAL REQUIREMENTS

Table 1: Screen Suitability - Electrification Screen above live OHLE

PRODUCT	REQUIRE HOOD
CRIMSAFE	ИО
L7616G	NO
RO7962	YES
RO6451	YES
RO3341	ИО
SECURE 210	NO

Table 2: Screen Suitability - Electrification Screen adjacent to live OHLE.

PRODUCT	HORIZONTAL CLEARANCE
CRIMSAFE	≥ 1.0m
L7616G	≥ 1.5m
RO7962	≥ 1.5m
RO6451	≥ 1.5m
RO3341	≥ 1.0m
SECURE 210	≥ 1.0m

Notes:

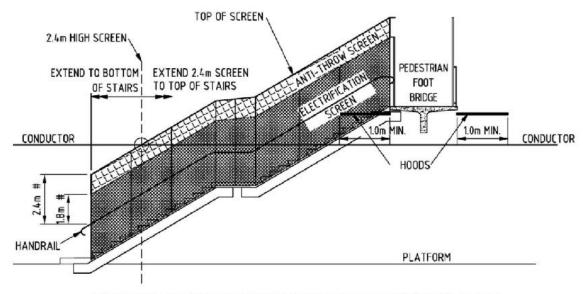
- 1. Refer to Appendix B Figure 1 for definitions of horizontal clearance. For horizontal clearance ≤ 1.0m, it is recommended that a solid panel be used.
- 2. Screens are as listed in the current LOCKER group catalogue. Other type of screens may also be suitable but these need to be assessed and approved by Queensland Rail.
- 3. For h ≥ 3 metres, normally there is no requirement for provision of an electrification screen unless specifically advised by Queensland Rail, although anti throw screens may still be necessary. This requirement may apply to structures, including commercial or residential developments adjacent to the railway and for structures adjacent to the railway during construction.

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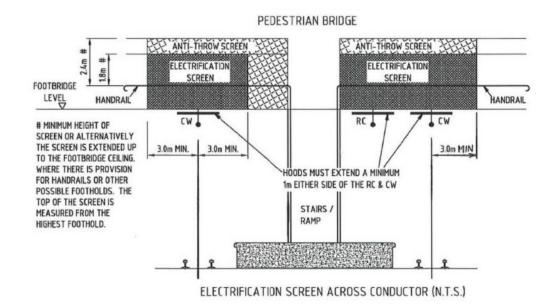


APPENDIX B: SCREEN CLEARANCES

Figure 1: Screens on Stairs / Ramps and Overbridges



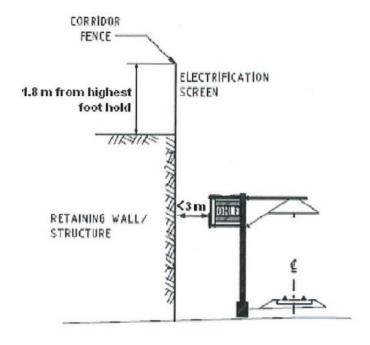
EXTENT OF ELECTRIFICATION SCREENS FOR STAIRS/RAMPS (N.T.S.)
DIMENSION TAKEN FROM EXISTING FOOTHOLD



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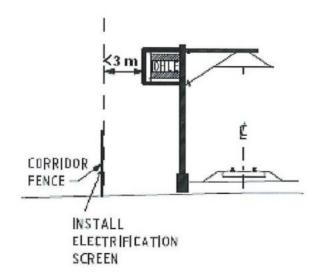


Figure 2: Electrification Screen on structures, on or near corridor boundary (Retaining Walls and Embankments) within 3 m of live OHLE (N.T.S)



Note: Anti Throw Screens may also be required (see Section 7 and 8)

Figure 3: Electrification Screen required if corridor boundary is within 3 m of live OHLE (N.T.S)



Note: Anti Throw Screens may also be required (see Section 7 and 8)

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Civil Engineering Technical Requirement CIVIL-SR-016

SERVICES UNDER RAILWAY PROPERTY (Non-Queensland Rail Services)

Revision: 5

Updated: 05/08/2013

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5	05/08/2013		Clarification of requirements for gas lines and speed restrictions; explanations of individual requirements; information on backfilling excavations; use of steel enveloping pipes; inspections for erosion above services

Compliance:

Significant issues with compliance to the Civil Engineering Technical Requirements detailed in this document shall be addressed through the Rail Infrastructure Manager who will liaise with the Track and Structures Discipline Head as necessary.

Feedback:

If you have any suggestions for improvement to any documentation, especially inaccuracies or ambiguities, please email <u>CivilEngineeringStandards@qr.com.au</u> with the document number in the subject heading.

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1 INTRODUCTION

This Technical Requirement details the criteria which must be met by:

- external service owners.
- · Queensland Rail and external authorities where the service is jointly owned, and
- external service owners where Queensland Rail uses a proportion of the service, where the services are to traverse Queensland Rail's property and / or pass under railway tracks.

The requirements for solely Queensland Rail-owned services on Queensland Rail's property are covered in Technical Requirement CIVIL-SR-17 or the General Signalling Specification GSS Part 6 "Cable Route Construction, Cables and Cable Installation".

Although the relevant Australian Standards for undertrack service crossings are used as the basis for this Technical Requirement, a number of special measures are required. These are to increase the level of safety for the railway as well as for field staff performing future excavation work in the vicinity of those crossings. Increased depths below the track and natural ground surface or the provision of stronger encasing pipes are required to minimise the potential dangers caused by combustible, high pressure or high voltage services.

Those additional measures have been determined from past experience with undertrack excavation failures, associated problems and the need to perform the work in and around the operating railway.

The interaction of Queensland Rail's track protection staff and the drilling / boring operators is described. A fundamental measure for preventing railway traffic damage and derailment is continuous observation by contractors' and Queensland Rail's staff during the excavation work under and in the vicinity of the tracks. Any variation from the pre-existing track geometry will be immediately assessed by Queensland Rail's staff on site for the necessary imposition of traffic restrictions and follow-up remedial trackwork.

The minimum depths of services below the track have generally been increased over the Australian Standard's minimum requirements in order to decrease the effects of the bore on the surface and to improve safety for future excavation work in the area.

A range of drilling / boring / tunnelling / pipe ramming / trenching methods are available and it will remain the responsibility of the service provider and contractor to determine the most appropriate method for each job site subject to appropriate geotechnical assessment. The method chosen and the appropriate controls must aim to eliminate the possibility of lifting / lowering / altering the track geometry in any way.

Wet boring (high pressure water drilling) must not be used under any circumstances.

Where this Technical Requirement prescribes a higher degree of protection than any other standard, including Australian Standards, then this document will take precedence.

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2 ALL TYPES OF UNDERTRACK SERVICES

2.1 Queensland Rail's Costs to be covered by Service Owner

All of Queensland Rail's costs associated with the work and the implementation of these Technical Requirements will be charged to the service owner or its agent. This includes any remedial work necessary to the track and trackside drains as a result of this work and any accidental damage, as well as costs associated with train delays. Rates will be set by Queensland Rail.

2.2 Australian Standards and Codes of Practice

AS 4799 "Installation of underground utility services and pipelines within railway boundaries" provides for the minimum requirements, while also allowing the railway authority to impose those additional safety matters described in this Technical Requirement.

Water Services Association of Australia provides guidance for undertrack crossings by water and sewer pipes through their "Water Supply Code of Australia" and "Sewerage Code of Australia".

AS 1289 "Methods of testing soils for engineering purposes" provides information for the compaction of backfill where a service has been installed in a trench.

The requirements for the design, operation and maintenance of gas and fuel pipelines as they relate to this Technical Requirement are covered by:

- AS 2885.1 "Pipelines Gas and liquid petroleum Design and construction",
- AS 2885.3 "Pipelines Gas and liquid petroleum Operation and maintenance",
- AS/NZS 4645.1 "Gas distribution networks Network management".
- AS/NZS 4645.2 "Gas distribution networks Steel pipe systems", and
- AS 2832.1 "Cathodic protection of metals Pipes and cables".

2.3 Safety during Service Installation and Maintenance

It is the responsibility of the service owner / its agent to perform safely all work associated with the installation and maintenance of the service.

The following additional Technical Requirements must be satisfied while all workers are on Queensland Rail's property:

- CIVIL-SR-002 "Requirements for work in or about Queensland Rail's property", and
- CIVIL-SR-003 "Requirements for work adjacent to overhead line equipment" (if appropriate).

2.4 Orientation, Location and Depth of Services

All externally-owned services should be orientated in plan to pass through Queensland Rail's property in a straight line and within approximately 5° of 90° to the track centreline. 90° was chosen so that any future subsidence or heave along the line of the service will not create a rolling effect between the rails which would cause a derailment. This restriction may be relaxed in exceptional circumstances at the discretion of the Rail Infrastructure Manager if the depth of the service is greater than 4 m below formation level or if geotechnical investigation shows that the bore will be self-supporting under railway loads.

For a service which Queensland Rail jointly owns or where Queensland Rail uses an externally-owned service, and where that service runs along the corridor, the alignment will be:

- within approx. 1 m of the boundary fence,
- more than 6 m from the toe of a bank or top of a cutting, and
- more than 10 m from the nearest rail.

These conditions also apply in exceptional circumstances, where externally-owned services may be permitted to run along the corridor. Permission may be given at the discretion of the Rail Infrastructure Manager. These conditions are so that the service will generally be clear of future Queensland Rail developments.

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No services should pass within 5 m horizontally of any infrastructure foundation or pipe / culvert (cross-track drainage). If this is impractical in a specific location, the details of the situation need to be presented to the Rail Infrastructure Manager for a determination based on the nature of the footing and the diameter of the pipe.

No services are to be located under track turnouts or crossovers. Any future subsidence or heave under these critical areas would cause a derailment.

Services are only permitted to pass under level crossings with the bitumen / road surface remaining in place, if installation is by pipe ramming. If any other method is used, the road surface must first be removed and then replaced after the service installation has been completed. This restriction is because experience has shown that holes can appear below the bitumen / road surface without being detected by survey checks of rail level. The subsidence only becomes apparent under the passage of the next train.

The minimum clear horizontal distance between an existing service and a new service must be greater than 2 m. For the situation where a new service is to be 2 m - 3 m from a gas pipeline, the owner of the new service must first obtain a permit / approval from the owner of the gas pipeline (copy to Queensland Rail). For new services being installed in a group, it is preferable to combine all services into a single enveloping pipe. For a number of bores in a group, the minimum clear horizontal distance between enveloping pipes within the group must be 2 m.

Non-Queensland Rail services must be at a depth greater than 2 m below both formation level and ground level. Depths less than 2 m are reserved for Queensland Rail's services and activities. The required minimum depth (2 m or greater) depends on the nature of the service (Section 2.7); its method of installation (Section 3); the effect on the track should the service fail; and the safety issues associated with future excavation work.

No service will be allowed vertically above / below and parallel to another service or an existing service.

Where a new service is to pass above / below an existing service, where they are not parallel (usually at 90°), a vertical clearance typically greater than 300 mm should be achieved. The owner of the new service must contact the existing service owner for a determination of the required clearance in each case. This clearance will depend on the accuracy of the installation method (trench, laser guided micro-tunnelling, etc.) and the nature of the crossing (gas, water, fibre optic cables, etc.).

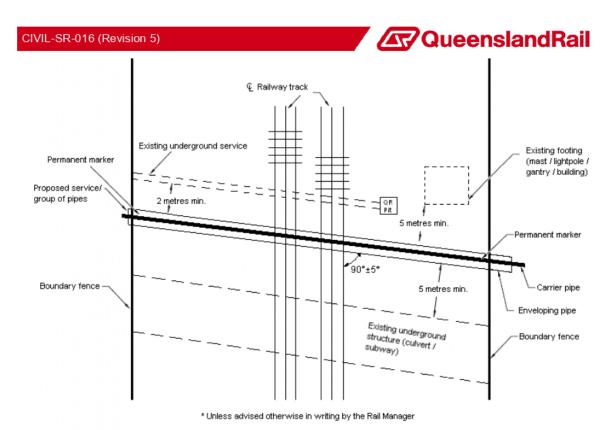


Figure 1: Plan Showing Service Pipe Crossing the Railway Corridor

No manholes, chambers, pits or anchor blocks are to be installed in Queensland Rail's property as part of services solely owned by non-Queensland Rail authorities. For pipelines carrying liquids under pressure, a valve is to be installed in the pipeline (on the inlet side) outside of Queensland Rail's boundary.

The contractor is responsible for determining the exact locations of all underground services in the vicinity of the proposed work. The approximate locations of Queensland Rail-owned services will be provided in response to the contractor's application. It should be noted that many of Queensland Rail's services (water, sewerage, electrical, signalling, etc.) were installed many years ago and do not have permanent markers showing their locations and have not been installed at right angles to the track and at the minimum depths below the track as nominated in AS 4799.

2.5 Entry and Exit Pits / Shafts

For drilling / boring / tunnelling methods, entry and exit pits are to be outside of Queensland Rail's property. For safety reasons, the movement of the contractor's staff on Queensland Rail's property is to be minimised.

In exceptional circumstances, pits / shafts may be permitted in Queensland Rail's property at the discretion of the Rail Infrastructure Manager subject to site-specific railway traffic protection requirements. After the installation of the service, the pits / shafts are to be backfilled with material appropriate to the nature of the surrounding soil / rock:

- If the pit / shaft will be free draining, the backfill material may be fine crushed rock, sand, gravel, lean mix concrete or other material approved by the Rail Infrastructure Manager. The backfill is to be compacted to 90% of the maximum dry density (Modified Compaction Test) up to 600 mm below formation / ground level. The top 600 mm is to be compacted to 95% of the maximum dry density (Modified Compaction Test). This is to be in accordance with AS 1289.E2.1. The fill is to be placed and then compacted in 300 mm layers.
- If the pit / shaft is non-draining, e.g. impervious rock, the backfill material is to be impermeable when compacted. Cement stabilised sand (2% cement) may be used or other material approved by the Rail Infrastructure Manager. The backfill is to be compacted to 95% of the maximum dry

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density (Modified Compaction Test). This is to be in accordance with AS 1289.E2.1. The fill is to be placed and then compacted in 300 mm layers.

2.6 Geotechnical Advice

For bore holes / tunnels greater than 150 mm dia. and prior to any excavation work commencing on site, the service owner / its agent is required to obtain a geotechnical assessment of the ground conditions (soil types and depth of water table) over the length of the bore. For smaller diameter holes, this advice can be sought at the discretion of the service owner / its agent. This information is to be used by the service owner / its agent to determine the most suitable method for the work and the detailed equipment requirements to successfully complete the bore without causing any disruption to the track and ground surface.

The service owner must make the contractor aware that obstacles, such as large rocks, old rails and old timber bridge piers, may be encountered while excavating through railway embankments or areas of fill. Problems have also been encountered where the bore has broken into loose material, e.g. ballast, causing the loose material to run freely into the bore, creating a sink hole / subsidence at the surface.

If exploratory vertical bore holes are to be sunk, they must not be on the line of the bore / tunnel. They must be properly backfilled and sealed.

2.7 Future Track Safety and Protection of Services from Excavations

Special requirements are to apply to services which have the ability to cause damage to the ground surface and track should they fail (leak / rupture / break / collapse) or to create a dangerous situation in the event of future excavations damaging the service.

These measures involve:

- · using an impact-resistant enveloping pipe, or
- installing a concrete slab and warning tapes above the service (trench installation only), or
- increasing the depth of the top of the bore to more than 3 m below both the top of the railway formation (underside of ballast) and the ground surface level,

and apply to the full length of the service under Queensland Rail's property.

Enveloping Pipes

A suitable enveloping pipe provides an additional level of safety:

- against rupture from future excavation work or deterioration of the carrier pipe which would allow the escape of combustible gases / liquids or pressurised water into the track area, and
- in the case of sewers and stormwater drains, against erosion of the soil around a break in the pipe and the formation of a cavity leading to a sink hole / subsidence under the track.

Where a suitable enveloping pipe is used, grouting may be required outside (depending on the method of installation), but not necessarily inside the enveloping pipe. This allows for the future replacement of the carrier pipe if necessary. The ends of the enveloping pipe are to be sealed.

In the case of a steel enveloping pipe (subject to corrosion because of soil contact):

- · cathodic protection must be established and maintained for the life of the service, and
- the enveloping pipe must be grouted both externally and internally.

The enveloping pipe must be able to withstand the impact of an excavator, e.g. a Class 4 concrete pipe or a steel enveloping pipe grouted outside would be suitable. Plastic materials are generally not suitable, however HDPE pipe with impact resistance of PN20 and material PE100 would be acceptable. Enveloping pipes made from other materials may be submitted to the Rail Infrastructure Manager for comment on suitability / acceptability.

Slab Protection

For gas and liquid fuel lines and electrical conduits (all with or without an enveloping pipe) to be installed at a depth of 2 m - 3 m, the service must be installed in a trench and protected from future excavation by a concrete protection slab and buried warning tapes.

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Increased Depth

For gas and liquid fuel lines and electrical conduits, if the provision of an impact resistant enveloping pipe or concrete protection slab is impractical in a specific location / application, the depth of the service must be increased to more than 3 m below both formation level and ground level in an attempt to eliminate the possibility of future accidental damage.

To ensure that this depth of cover is maintained where the pipe passes under a water course / gully / drain, the service owner is to perform regular inspections for erosion above the pipe. Typically, additional inspections would be required after heavy rains where erosion is occurring. Any decrease in the cover will require the service owner to arrange for remedial earthworks to restore cover and to stabilise the soil against further erosion.

2.7.1 Water Supply, Sewers and Stormwater Drains

Track safety can be compromised in the future by the failure of these services.

A suitable enveloping pipe must always be used with these services, irrespective of the depth. In the case of pressurised services, e.g. water supply or rising sewer mains, the enveloping pipe adds an extra level of safety against pressurised liquid finding its way to the surface, causing erosion of the formation / ballast, striking the underside of trains or interfering with the overhead electrical traction wiring. In the case of pipes which do not flow full, e.g. gravity sewers or stormwater drains, the enveloping pipe is to prevent sink holes / subsidence forming should a piece break out of the carrier pipe.

2.7.2 Electrical Power Cables

These requirements apply to both low and high voltage cables.

The requirements for the various methods of installation are:

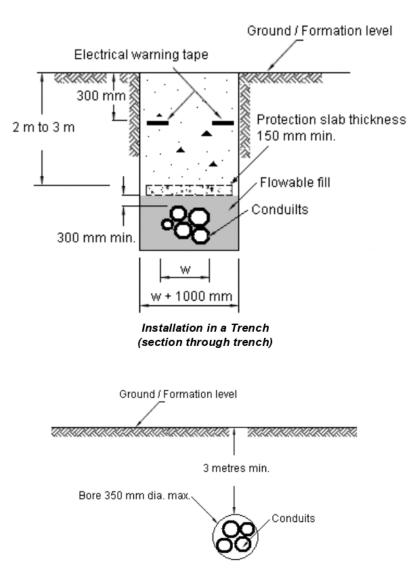
- Trench This method is suitable for HDPE conduits where the top of a protection slab (above the conduits) is between 2 m and 3 m depth below both formation level and ground level. An enveloping pipe is not required in this case. Protection from future excavation will be achieved by the use of a protection slab similar to that described in AS 4799. The slab is to be a minimum of 150 mm thick reinforced concrete designed to resist excavator impact. It is to be 1000 mm greater in width than the group of conduits and is to be placed centrally over the conduits. Electrical warning tapes are also to be used. The minimum depth of the top of the conduits below the underside of the slab is to be 300 mm. Groups of conduits below the slab are to be protected by backfilling the trench with flowable grout (approx. 2 MPa) up to a minimum of 300 mm above the uppermost conduit.
- Directional drilling HDPE conduits (without an enveloping pipe) may be used where the
 depth of the top of the bore is greater than 3 m below both formation level and ground level. The
 conduits are to be installed within a single bore with a maximum diameter of 350 mm. If a larger
 bore is necessary, a different installation method must be used. An enveloping pipe is not
 essential in this case.
- Pipe jacking / tunnel boring / micro-tunnelling / pipe ramming These methods can be used to install a suitable impact-resistant enveloping pipe, e.g. HDPE, steel or concrete. The top of the bore must be greater than 2 m below both formation level and ground level.

HDPE conduits are to be at least designation PN12.5 and material PE100. The HDPE enveloping pipe is to be at least designation PN20 and material PE100.

Steel enveloping pipes are to be grouted inside and outside, as well as having cathodic protection in accordance with Section 2.7 *Enveloping Pipes*.

Concrete enveloping pipes are to be Class 4 and grouted inside and outside.

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Installation by Directional Drilling (section through bore)

Figure 2: Vertical Sections Showing Electrical Power Services Under the Railway Corridor

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2.7.3 Gas Pipelines

Gas carrier pipes are usually made from either high density polyethylene (HDPE) or steel coated with a protective film.

HDPE Gas Carrier Pipe

An enveloping pipe of HDPE, concrete or steel is required to be used for the full length of the service under Queensland Rail's property, irrespective of the depth.

A HDPE enveloping pipe is to be at least designation PN20 and material PE100, with the space between the gas pipe and the enveloping pipe is to be sealed and vented at the ends outside of Queensland Rail's property. The vent pipes are to be clear of and not attached to the boundary fence.

Steel enveloping pipes are to be grouted inside and outside, as well as having cathodic protection, in accordance with Section 2.7 *Enveloping Pipes* above.

Concrete enveloping pipes are to be Class 4 and grouted inside and outside.

The requirements for the various methods of installation are:

- Trench This method is suitable for a HDPE enveloping pipe protected from above by a concrete slab where the top of the slab is between 2 m and 3 m below formation level and ground level. Protection from future excavation will be achieved by the use of a protection slab similar to that described in AS 4799. The slab is to be a minimum of 150 mm thick reinforced concrete designed to resist excavator impact. It is to be 1000 mm greater in width than the enveloping pipe and is to be placed centrally over it. Warning tapes are also to be used. The minimum depth of the top of the enveloping pipe below the underside of the slab is to be 300 mm. The gas line below the slab is to be protected by backfilling the trench with min. 20 MPa mass concrete up to a minimum of 300 mm above the top of the enveloping pipe.
- **Directional drilling** HDPE may be used for the enveloping pipe where the depth of the top of the bore is greater than 3 m below both formation level and ground level. The maximum diameter of the bore is to be 350 mm. If a larger bore is necessary, a different method must be used.
- Pipe jacking / tunnel boring / micro-tunnelling / pipe ramming These methods can be used to install a suitable impact-resistant enveloping pipe, e.g. HDPE, steel or concrete. The top of the bore must be greater than 3 m below both formation level and ground level.

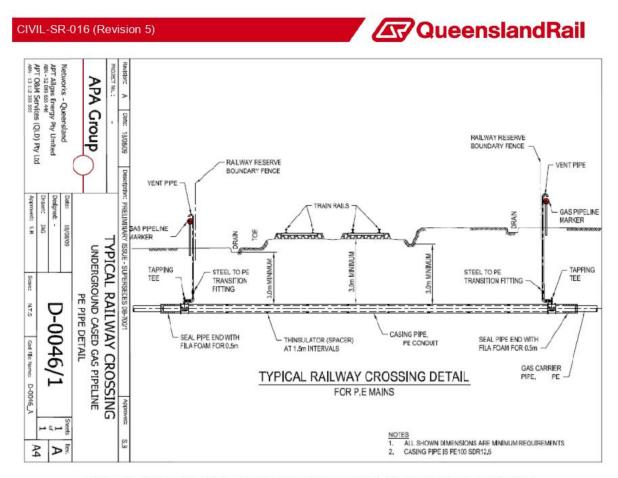
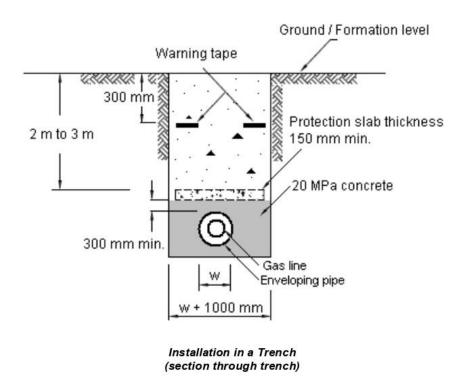


Figure 3: Enveloping Pipe and Venting Arrangement- Underground Gas Pipeline Courtesy of APA Group



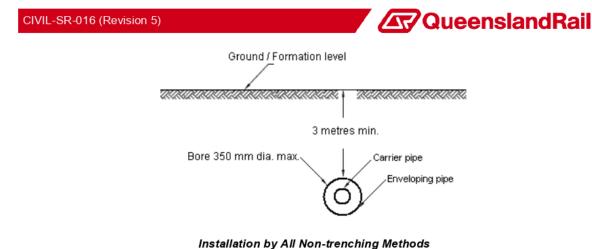


Figure 4: Vertical Sections Showing Gas Line Under the Railway Corridor

(section through bore)

Steel Gas Carrier Pipe

Steel pipes are generally used for the carriage of high pressure gas. These installations may or may not be designed to use an enveloping pipe. Typically, an enveloping pipe could be a fully grouted (inside and outside) Class 4 concrete pipe. For pipelines without an enveloping pipe, the protective coating needs to provide greater protection from corrosion and abrasion than if an enveloping pipe had been used.

Steel gas pipelines must be designed, constructed and maintained in accordance with AS 4799, as well as AS 2885 or AS 4645, as applicable. The steel carrier pipe's strength, wall thickness and depth are to be sufficient to resist all expected stresses, including internal gas pressure, bending stress during installation, and the worst case for railway and soil loading. The Registered Professional Engineer of Australia (RPEQ) engaged by the pipeline owner is to provide confirmation that the design meets all of these requirements.

As part of the design process for each installation within railway property, the pipeline owner must conduct a risk assessment in accordance with AS 2885. The risk assessment is to document the threats confronting the particular pipeline as it crosses under railway property. It needs to identify the threats, evaluate each threat and analyse the likely consequences. The Rail Infrastructure Manager is to be given the option of attending the risk assessment to ensure that all threats are identified and reduced to acceptable levels. In response to this information, the pipeline owner is to detail and document the design, the physical protection and procedural measures that will be used during and after installation in order to mitigate these threats. A copy of the risk assessment document is to be provided to Queensland Rail.

For services without an enveloping pipe, if additional protection on either side of the tracks is required to ensure safety from future excavator activity because of the site conditions, warning tapes and a concrete protection slab are to be installed in a similar arrangement to Figure 4, but with the following differences. The protection slab and marker board / tape are to be installed above the pipeline between the property boundary and a point 1 m from the ends of the sleepers (both sides of the tracks). The slab would be 800 mm - 1 m below ground level, 1.2 m greater in width than the pipe's diameter, and placed centrally over it.

To provide protection against corrosion, the carrier pipe must have both a durable coating, as well as cathodic protection.

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The coating is to be of sufficient thickness and hardness to prevent any damage to the coating during installation. An abrasive resistant protective coating of greater thickness than required by the relevant Australian Standard is required for a carrier pipe installed without an enveloping pipe. Coating continuity tests, e.g. a Jeep / Holiday inspection, are to be performed to identify any defects before installation of the pipe, and again after the pipeline is in place to check whether the coating has been damaged during installation.

The cathodic protection system is to satisfy AS 2832.1. There is to be a test point outside the railway property boundary, adjacent to the gas pipeline marker post.

The pipeline owner must certify (copy to Queensland Rail) that it will conduct regular tests:

- of the cathodic protection, at least every 6 months,
- a leak survey at least every 6 months, and
- regular checks on the integrity of the pipeline.

The pipeline owner is to have protocols in place so that Queensland Rail is advised if the ongoing mitigation measures remain effective. The Rail Infrastructure Manager is to be provided with copies of the results of these tests, surveys and patrols of the crossings. The pipeline owner is to advise Queensland Rail if any actions are necessary to maintain the pipeline's integrity.

If a steel enveloping pipe is to be used, it must be grouted inside and outside, as well as having cathodic protection, in accordance with Section 2.7 *Enveloping Pipe*.

The requirements for the various methods of installation are the same as for "PE Gas Carrier Pipe" above.

2.8 Boreholes below the Water Table

Excavation below the water table can greatly increase the likelihood of subsidence or heave at the surface. In those excavation methods where it is necessary to balance the hydrostatic pressure of the groundwater against the pressurised slurry inside the bore, the risk to track safety is unacceptable and the work must be performed during a track closure.

The service owner must be informed of its liability for injuries and the cost of repairs resulting from any damage to railway property and for any disruption to train services. This cost can be substantial.

The preferred installation method in this situation is pipe ramming, where the spoil is not removed until the enveloping pipe is fully in place. A track closure would not be required.

2.9 On-site QR Involvement

Before work commences, an on-site meeting is to be held between a Queensland Rail representative (usually the Track Maintenance Supervisor) and the contractor. The contractor is to explain all details of the work and also present the Work Method Statement (Track Safety).

The Rail Infrastructure Manager will conduct field audits during the progress of the work to check on compliance with the Work Method Statement (Track Safety).

A Track Protection Officer is required to be on site at all times while the contractor is on Queensland Rail property.

The Rail Infrastructure Maintainer will appoint a track competent person to be on site at all times while undertrack work is being performed under or within 3 m horizontally of the outer edge of the ballast on the railway tracks. The role of the track competent person will be:

- to observe the work,
- to ensure the safety of railway traffic by assessing any changes in the track alignment / level and applying a speed restriction / closure / other formal operational control if required,
- for pipes greater than 600 mm dia., to arrange for inspections of the site while running the road, checking for any changes in the track alignment / level during the week after the completion of work, and
- to arrange for repairs, should any settlement / heave / alignment problems occur in the track.

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Undertrack work by the contractor must not proceed unless the track competent person and Track Protection Officer are on site.

The Track Maintenance Supervisor is to inform the local track maintenance gang of the location and timing of the service installation.

Speed restrictions for trains crossing the bore should be applied by the Rail Infrastructure Maintainer during the work according to the following:

- From the time that the excavation reaches a point 3 m horizontally from the outer edge of the ballast on the closest railway track until the work is fully completed, including grouting: 25 km/hr. The support of the bore needs to be complete before this speed restriction is removed. The purpose of this speed restriction is to reduce vibrations and pressure exerted on the bore and the boring equipment, as well as to minimise the damage resulting from a train derailing on misaligned track (heave / subsidence) above the bore.
- A speed restriction of 50 km/hr is to be applied for 24 hrs after completion of the work for pipes greater than 600 mm diameter only. This allows for any delayed settlement or heave as the result of having introduced water to the surrounding soil.
- The above requirements for speed restrictions may be relaxed in exceptional circumstances at
 the discretion of the Rail Infrastructure Manager based on geotechnical advice that the depth of
 the service and the material are such that the track alignment will be isolated from any defects
 occurring in the bore.

2.10 Track Monitoring

The track competent person on site will observe the work and take any appropriate actions to ensure the safety of railway traffic.

The contractor is responsible for engaging a suitably qualified surveyor (registered with the Surveyors' Board) to monitor the alignment and level of each track at the service crossing. For example, if the service passes under four tracks, each track is to be monitored.

The requirements for track monitoring during the work are as follows:

- Survey marks are to be established in pairs on sleepers along each track, one on each side of the rails of each track. The marks need to be on the sleepers closest to the centre-line of the pipe, and then at 2 m, 5 m, 8 m and 10 m away from the pipe in both directions along each track.
- Prior to the start of excavations, the surveyor must take the datum readings for alignment and level.
- While the bore is under and within 3 m horizontally of the track ballast, the surveyor must take readings between 15 and 40 minutes prior to the passage of every train across the bore.
- Readings need to be taken using a Total Station surveying instrument (for alignment and level) and / or a Spirit Level (for level). The surveyor must check the results immediately against the datum readings.
- Any deviation from the datum must be reported to the track competent person immediately, so
 that they can assess the situation and implement any necessary actions to protect railway traffic.
- If the track competent person is not on site and a deviation from the datum in excess of 15 mm is
 observed, this must be reported by telephone / radio to Queensland Rail Control immediately with
 a request to stop trains running through the site. Excavation work must also stop. Trains and
 excavation are not to resume until the situation has been assessed by a track competent person
 and the required actions have been completed.
- After remedial works to track / formation / drainage have been performed, further monitoring of the situation will be required until all movement has stabilised.

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Monitoring by the contractor is to be continued after the completion of the work in case of settlement or lift in the following situations:

- pipes greater than 600 mm dia. (all installation methods),
- all directional drilling and micro-tunnelling installations (all pipe diameters) where the bore has
 passed through expansive clays. The contractor is to advise the Rail infrastructure Manager of
 the presence of this type of clay.

Readings are to be taken after each of the next three trains, at the end of the next day, and then after another 2 days.

2.11 Permanent Markers

The Contractor is to provide permanent markers at Queensland Rail's property boundaries directly above the service as described in AS 4799. These markers will remain the property of the service owner and it will be their responsibility to maintain them in good condition and to make any replacements as required.

The Rail Infrastructure Manager will:

- · Check the installation of the markers,
- Maintain a register of the locations and nature of all services under Queensland Rail's property for its own use, and
- Conduct future regular inspections in accordance with the Civil Engineering Structures Standard MD-10-586.

2.12 As Constructed Drawings

As constructed plan and section drawings (in electronic pdf format), showing the vertical and horizontal alignment of the service in relation to the ground surface, railway track and all infrastructure within approx. 10 m of the service, as well as the railway km and line (e.g. 610.450 km Western Line), shall be submitted to Queensland Rail's Property Section within 30 working days after practical completion of the service installation for permanent storage.

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3 METHODS OF INSTALLATION

3.1 Directional Drilling

The process of directional drilling involves a number of drilling and reaming runs before the enveloping pipe is installed in the bore. A pilot hole is first drilled from the entry pit to the exit pit. This is followed by a number of cuts with reamers of increasing size until the final diameter is reached. The enveloping pipe with a diameter smaller than the bore is then pulled through the bore. At the completion of the work, the annulus between the enveloping pipe and the bore remains filled with a clay slurry. If a drilling / reaming run is interrupted for more than 2 days before running the full length of the bore, precautions must be taken to prevent the equipment from seizing in the bore.

During drilling, reaming and pipe installation, a specially designed slurry is pumped at high pressure through the drill pipes to the cutting head, from where it is forced back along the outside of the pipes, thereby clearing away the cuttings and providing some support to the bore. A potential problem exists if the bore becomes suddenly obstructed and the slurry pressure rises rapidly. The slurry either lifts the ground surface (including the track) or it breaks through to the surface in a fissure. Because of this problem and the serious implications for railway traffic, directional drilling requires strict operational controls.

It should be noted that certain soil types, e.g. clays, appear to be more prone to lifting of the surface. From Queensland Rail's experience, it is clear that this can occur despite reasonable controls and vigilance on the part of the operator of the equipment. Consequently, for directional drilling it is expected that track alignment problems will occasionally occur. To control the consequences and prevent derailments, it is imperative that track monitoring procedures and the requirements of Section 2.10 are fully in place.

At all times during the work, the contractor must remain vigilant to the slurry and water pressures and the return flow from the bore to ensure that the bore remains clear. The pressure must not be allowed to increase to a level which will cause track heave.

AS 4799 does not cover the specific requirements for this type of work.

The following special conditions shall apply:

- Only pipes with a diameter up to and including 250 mm (max. hole dia. 350 mm) are permitted to be installed using directional drilling. This value has been set as larger diameter bores have an increased potential to cause surface heave if a blockage should occur. Larger pipes are to be installed by boring and pipe jacking, micro-tunnelling, pipe ramming or trenching as approved by the Rail Infrastructure Manager.
- Under the track and within 3 m horizontally of the outer edge of the track ballast, the minimum depth of the top of the bore is to be 3 m below the top of railway formation (underside of ballast). This value has been set in an attempt to limit the amount of surface heave if a blockage should occur. This depth restriction may be relaxed in exceptional circumstances at the discretion of the Rail Infrastructure Manager if specific site conditions and service arrangements make this requirement impractical.
- From the Queensland Rail boundary to 3 m horizontally from the outer edge of the track ballast, the minimum depth of the top of the bore will be 2 m below ground surface level. This is to minimise restrictions on the future use of the railway corridor.
- To reduce the possibility of track lift as a result of an undesirable increase in slurry / mud pressure, the pump equipment should have fitted an automatic cut-off device which will shut off the pump immediately a pre-determined increase in the slurry pressure is reached. An expert's recommendation for this cut-off pressure and the contractor's confirmation that the chosen pressure has been set are to be provided to the Rail Infrastructure Manager before drilling commences. The contractor should also provide evidence that the cut-off device has been calibrated and is in sound functioning condition.
- The contractor is to provide Queensland Rail with a Work Method Statement (Track Safety) including:
 - Plan and longitudinal section showing location (horizontally and vertically) of other services and railway corridor infrastructure within approx. 10 m of the proposed service.

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Information to be shown typically includes property boundaries, railway tracks, culverts, bridge piers, buildings and footings for masts. The locations of the entry and exit pits, the proposed pipe alignment and the depths of the service below the ground and formation levels, as well as horizontal clearances to the nearest existing services and structures are to be shown.

- Copy of the geotechnical recommendations as they relate to possible surface heave / subsidence problems associated with the soil type.
- The work process including controls, process monitoring and the automatic slurry cut-off pressure. This pressure is to be determined and certified by a qualified and experienced expert competent in this field, as determined appropriate for the geotechnical site conditions.
- Establishment arrangements.
- · Survey arrangements to establish the bore alignment.
- Identification of the risks and methods of control for possible problems that could cause interference to the railway track (lifting / settlement / change of alignment).
- Track monitoring procedures to detect lifting / settlement / change of alignment.

These points should be addressed briefly in a single document. One copy will need to be provided to Queensland Rail's Property Section for assessment as part of the application and a second copy provided to the Track Maintenance Supervisor at the pre-start meeting.

- The directional drilling, reaming and pipe installation work under the track formation must be
 performed during certain hours set by the Rail Infrastructure Manager. This will avoid peak
 railway traffic times. In suburban areas, the available time during daylight hours would be
 typically 9:30 am 2:30 pm. Night works between the afternoon and morning peak periods may
 be possible, subject to the availability of staff and the noise impact on neighbours.
- Directional drilling work is to stop temporarily while a train is crossing the bore site. Notification of train arrival times will be communicated to all on-site staff by the Track Protection Officer.

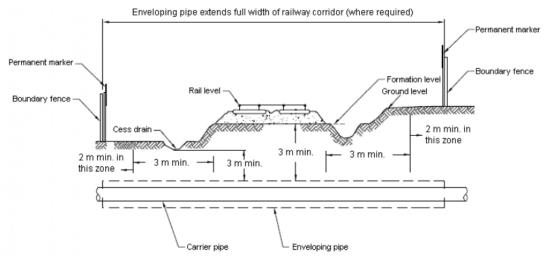


Figure 5: Cross-section Showing Service Pipe Under the Railway Corridor Installation by directional drilling

3.2 Pipe Jacking / Tunnel Boring / Micro-tunnelling

The term "pipe jacking" covers a number of excavation methods, including "tunnel boring" and "microtunnelling". All generally involve making a bore using a cutting head and shield attached to an enveloping pipe, which is pushed forward by hydraulic jacks. This means that the bore is always supported. Additional pipes are lowered into the entry pit and joined to the previous pipe. The excavation and jacking process is then continued. The process leaves a negligible gap between the bore and the outside of the enveloping pipe. "Micro-tunnelling" is a method of excavation used for the smaller diameter pipe jacking work. "Tunnel boring" is another method of excavation which uses a

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shield and a rotating cutting head. There are numerous variations on these methods, but they can be considered in the same way with regards to railway operations.

There are a variety of different cutting heads, face support, excavation and spoil removal methods used, depending on the ground conditions. Steering of the excavation can be achieved by such means as laser and computer guidance for the shield. It is important that suitable equipment and methods are used to control the stability of the face of the tunnel, particularly in unstable ground.

AS 4799 covers the minimum requirements for this type of work. However, the following special conditions shall also apply:

- Pipes of any diameter may be installed using pipe jacking / tunnel boring / micro-tunnelling.
- The minimum allowable depth of the top of the bore below both the top of the railway formation (underside of ballast) and the ground surface level depends on the type of service and whether a suitable impact resistant enveloping pipe is used. See Section 2.7. This is to minimise restrictions on the future use of the railway corridor. The depth restrictions may be relaxed in exceptional circumstances at the discretion of the Rail Infrastructure Manager if specific site conditions and service arrangements make this requirement impractical.
- The contractor is to provide Queensland Rail with a Work Method Statement (Track Safety) including:
 - Plan and longitudinal section showing location (horizontally and vertically) of other services and railway corridor infrastructure within approx. 10 m of the proposed service. Information to be shown typically includes property boundaries, railway tracks, culverts, bridge piers, buildings and footings for masts. The locations of the entry and exit pits, the proposed pipe alignment and the depths of the service below the ground and formation levels, as well as horizontal clearances to the nearest existing services and structures are to be shown.
 - Copy of the geotechnical recommendations as they relate to possible surface heave / subsidence problems associated with the soil type.
 - The work process including controls and process monitoring.
 - Establishment arrangements.
 - · Survey arrangements to establish the bore alignment.
 - Identification of the risks and methods of control for possible problems that could cause interference to the railway track (lifting / settlement / change of alignment).
 - Track monitoring procedures to detect lifting / settlement / change of alignment.

These points should be addressed briefly in a single document. One copy will need to be provided to Queensland Rail's Property Section for assessment as part of the application and a second copy provided to the Track Maintenance Supervisor at the pre-start meeting.

- The boring and pipe jacking work under the track formation must be performed during certain hours set by Queensland Rail. This will avoid peak railway traffic times. In suburban areas, the available time during daylight hours would be typically 9:30 am 2:30 pm. Night works between the afternoon and morning peak periods may be possible, subject to the availability of staff and the noise impact on neighbours.
- Boring / pipe jacking is to stop temporarily while a train is crossing the bore site. Notification of train arrival times will be communicated to all on-site staff by the Track Protection Officer.
- The enveloping pipe must be installed to the full extent of the bored length prior to the passage of every train across the bore site.
- A cementitious grout (5 MPa) is to be pressure injected into the annular space between the outer surface of the enveloping pipe and the bored hole. This work is to be done between trains. A requirement for internal grouting between the carrier pipe and the enveloping pipe will be determined for each case.

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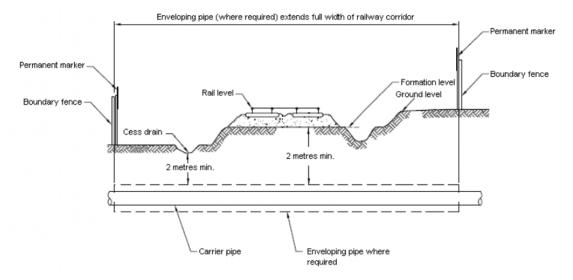


Figure 6: Cross-section Showing Service Pipe Under the Railway Corridor Installation by pipe jacking / tunnel boring / micro-tunnelling / pipe ramming

3.3 Pipe Ramming

The process of pipe ramming involves direct driving of a steel enveloping pipe in a similar fashion to pile driving. Additional pipes are lowered into the entry pit and welded / attached to the previous pipe. The ramming process is then continued. The spoil within the pipe is only removed once the pipe is fully in place with the use of compressed air and / or water or an auger. There is no gap between the outside of the enveloping pipe and the surrounding soil. This method is preferred because water and pressurised slurries are not used during installation of the enveloping pipe and do not come into contact with the surrounding soil. Soil disturbance around the pipe is minimised, with no ground heave / settlement occurring during / after installation.

AS 4799 does not cover the specific requirements for this type of work. The following special conditions shall apply:

- Pipes of any diameter may be installed using pipe ramming.
- The minimum allowable depth of the top of the bore below both the top of the railway formation (underside of ballast) and the ground surface level depends on the type of service. The pipe being rammed as part of this method would be considered to be a suitable impact resistant enveloping pipe. See Section 2.7. This is to minimise restrictions on the future use of the railway corridor. This depth restriction may be relaxed in exceptional circumstances at the discretion of the Rail Infrastructure Manager if specific site conditions and service arrangements make this requirement impractical.
- The contractor is to provide Queensland Rail with a Work Method Statement (Track Safety) including:
 - Plan and longitudinal section showing location (horizontally and vertically) of other services and railway corridor infrastructure within approx. 10 m of the proposed service. Information to be shown typically includes property boundaries, railway tracks, culverts, bridge piers, buildings and footings for masts. The locations of the entry and exit pits, the proposed pipe alignment and the depths of the service below the ground and formation levels, as well as horizontal clearances to the nearest existing services and structures are to be shown.
 - · The work process including controls and process monitoring.
 - Establishment arrangements.
 - Survey arrangements to establish the bore alignment.
 - Identification of the risks and methods of control for possible problems that could cause interference to the railway track (lifting / settlement / change of alignment).

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- Track monitoring procedures to detect lifting / settlement / change of alignment.

 These points should be addressed briefly in a single document. One copy will need to be provided to Queensland Rail's Property Section for assessment as part of the application and a second copy provided to the Track Maintenance Supervisor at the pre-start meeting.
- The pipe ramming work under the track formation must be performed during certain hours set by the Rail Infrastructure Manager. As there is never any unsupported material in this method, and consequently no danger of surface heave or subsidence, it is not necessary to avoid work during peak railway traffic times. Night works may be possible subject to the availability of staff and the noise impact on neighbours.
- Pipe ramming can continue while trains are crossing the bore site and there is no need to impose a speed restriction.
- The requirement for internal grouting between the carrier pipe and the enveloping pipe will be determined for each case.

3.4 Trenching

Trenching under the tracks is the least preferred method (most expensive and time consuming) and will only be permitted by the Rail Infrastructure Manager if all other methods are shown to be impractical. It involves the excavation of a trench across Queensland Rail's property and under the tracks, causing disturbance to the formation, ballast and track. Normally, excavation under the track would be done during a track closure, but if this is not possible, the use of track supports would be necessary. It may lend itself to low traffic lines where the equipment for other methods is not readily available

However, for services running parallel to the property boundary (not under the tracks), it could be a viable alternative for particular services and with specialised installation equipment. Special consideration would need to be given to the circumstances for its use.

When trenching under overhead traction wiring, an isolation will be required, as well as special methods for installing the shoring, as no equipment, e.g. crane, is to come within the electrical exclusion zone.

All Queensland Rail's costs related to trenching are to be paid by the service owner. In addition to the cost of a track closure, these include the following work which would be performed by Queensland Rail's staff:

- removal and replacement of the track components,
- · removal, replacement and compaction of the ballast, and
- the provision of temporary track supports (if required).

AS 4799 covers the minimum requirements for this type of work with the following modification. After the service has been placed in the trench, it will be necessary to backfill with fine crushed rock, sand, gravel, lean mix concrete or other material approved by the Rail Infrastructure Manager. The backfill is to be compacted to 90% of the maximum dry density (Modified Compaction Test) up to 600 mm below formation level. The top 600 mm is to be compacted to 95% of the maximum dry density (Modified Compaction Test). This is to be in accordance with AS 1289.E2.1.

The following special conditions shall also apply:

- Pipes of any diameter may be installed using trenching.
- The minimum allowable depth of the top of the bore below both the top of the railway formation (underside of ballast) and the ground surface level depends on the type of service and whether a suitable impact resistant enveloping pipe or concrete protection slab is used. See Section 2.7. This is to minimise restrictions on the future use of the railway corridor. This depth restriction may be relaxed in exceptional circumstances at the discretion of the Rail Infrastructure Manager if specific site conditions and service arrangements make this requirement impractical.
- The contractor is to provide Queensland Rail with a Work Method Statement (Track Safety) including:
 - Plan and longitudinal section showing location (horizontally and vertically) of other services and railway corridor infrastructure within approx. 10 m of the proposed service. Information to be shown typically includes property boundaries, railway tracks, culverts,

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bridge piers, buildings and footings for masts. The proposed pipe alignment and depths below the ground and formation level, as well as horizontal clearances to the nearest existing services and structures are to be shown.

- · The work process including controls and process monitoring.
- Establishment arrangements.
- Survey arrangements to establish the bore alignment.
- Identification of the risks and methods of control for possible problems that could cause interference to the railway track (settlement / change of alignment).
- · Track monitoring procedures to detect settlement / change of alignment.

These points should be addressed briefly in a single document. One copy will need to be provided to Queensland Rail's Property Section for assessment as part of the application and a second copy provided to the Track Maintenance Supervisor at the pre-start meeting.

 The trenching work under Queensland Rail's property must be performed during certain hours set by Queensland Rail. This may be during a track closure or between trains and under traffic. Night works may be possible subject to the availability of staff and the noise impact on neighbours.

Excavations will cease while a train is crossing the site. Notification of train arrival times will be communicated to all on-site staff by the Track Protection Officer.