



City of  
**Ipswich**

**IPSWICH  
CITY  
COUNCIL**

**AGENDA**

*of the*

**COUNCIL ORDINARY MEETING**

**Held in the Council Chambers  
2<sup>nd</sup> floor – Council Administration Building  
45 Roderick Street  
IPSWICH QLD 4305**

**On Thursday, 29 April 2021  
At 9.00 am**



**BUSINESS**

1. **OPENING OF MEETING:**

2. **WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY:**

3. **OPENING PRAYER:**

4. **APOLOGIES AND LEAVE OF ABSENCE:**

5. **CONDOLENCES:**

6. **TRIBUTES:**

7. **PRESENTATION OF PETITIONS:**

Tabling of petition submitted by residents of France Street, Eastern Heights for council to reconstruct France Street into a cul-de-sac from Robertson Road.

8. **PRESENTATIONS AND DEPUTATIONS:**

9. **PUBLIC PARTICIPATION:**

10. **DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA:**

Declarable Conflict of Interest – Councillor Sheila Ireland – in relation to a request from a related party to purchase council property.

11. **CONFIRMATION OF MINUTES:**

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12. **MAYORAL MINUTE:**

13. **BUSINESS OUTSTANDING – INCLUDING CONDUCT MATTERS AND MATTERS LYING ON THE TABLE TO BE DEALT WITH:**

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14.6. Ipswich Central Redevelopment Committee's Report .....85

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16.     NOTICES OF MOTION:
17.     QUESTIONS ON NOTICE:

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**UNCONFIRMED MINUTES OF COUNCIL ORDINARY MEETING**

**25 MARCH 2021**

Held in the Council Chambers, Administration Building  
45 Roderick Street, Ipswich

The meeting commenced at 9.00 am

**ATTENDANCE AT  
COMMENCEMENT**

Mayor Teresa Harding (Chairperson); Councillors Jacob Madsen, Paul Tully, Deputy Mayor Marnie Doyle, Andrew Fechner, Kate Kunzelmann, Russell Milligan and Nicole Jonic

**ADJOURN MEETING**

Moved by Mayor Teresa Harding:

That the meeting be adjourned at 9.00 am to reconvene at 9.15 am.

**The meeting reconvened at 9.16 am.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil

**ATTENDANCE AT  
RECOMMENCEMENT**

Mayor Teresa Harding (Chairperson); Councillors Jacob Madsen, Sheila Ireland, Paul Tully, Deputy Mayor Marnie Doyle, Andrew Fechner, Kate Kunzelmann, Russell Milligan and Nicole Jonic

**WELCOME TO  
COUNTRY OR  
ACKNOWLEDGEMENT  
OF COUNTRY**

Councillor Kate Kunzelmann

**OPENING PRAYER**

Councillor Paul Tully

**APOLOGIES AND  
LEAVE OF ABSENCE**

Nil

**5. CONDOLENCES**

Nil

**6. TRIBUTES**

Nil

**7. PRESENTATION OF  
PETITION – BUILDING  
OF FENCE AT TONY  
MERRELL PARK,  
LEICHHARDT**

Petition received by Jim Madden MP Member for Ipswich West on behalf of residents of Ipswich requesting Ipswich City Council make application for a South East Queensland Community Stimulus Package Grant for funding to build a fence around Tony Merrell Park at Leichhardt.

Moved by Mayor Teresa Harding:  
Seconded by Councillor Andrew Fechner:

**That the petition be received and referred to the appropriate council department for investigation and the preparation of a response or report back to council.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

**8. PRESENTATIONS  
AND DEPUTATIONS**

Nil

**9. PUBIC  
PARTICIPATION**

Nil

**10. DECLARATIONS  
OF INTEREST  
COUNCILLOR JACOB  
MADSEN**

In accordance with section 150EQ of the *Local Government Act 2009*, Councillor Jacob Madsen informed the meeting that he has a declarable conflict of interest in Item 14.6 titled Reception and Consideration of Ipswich Central Redevelopment Committee's Report.

The nature of the interest is that Councillor Madsen is a member of the Ipswich Trades Hall and Labour Day Committee Executive which manages the Ipswich Trades Hall which is adjacent to the CBD redevelopment works that Council is undergoing.

Councillor Jacob Madsen advised that he will leave the meeting room (including any area set aside for the public) while this matter is being discussed and voted on.

**COUNCILLOR  
ANDREW FECHNER**

In accordance with section 150EQ of the *Local Government Act 2009*, Councillor Andrew Fechner informed the meeting that he has a declarable conflict of interest in Item 14.6 titled Ipswich Central Redevelopment Committee's Report.

The nature of the interest is that Councillor Fechner stands to gain a benefit or suffer a loss due to his business interest in both A1A Events Pty Ltd and Bar Heisenberg Pty Ltd which is located in the top of town at 164 Brisbane Street, Ipswich.

Councillor Andrew Fechner advised that he will leave the meeting room (including any area set aside for the public) while this matter is being discussed and voted on.

**11. CONFIRMATION OF MINUTES**

**11.1  
CONFIRMATION OF  
MINUTES OF  
ORDINARY MEETING**

Moved by Deputy Mayor Marnie Doyle:  
Seconded by Councillor Kate Kunzelmann:

**That the Minutes of the Ordinary Meeting held on  
25 February 2021 be confirmed.**

**AFFIRMATIVE**

Councillors:

Harding

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**12. MAYORAL MINUTE**

**12.1 MAYORAL  
MINUTE - CIVIC  
EVENTS POLICY**

Moved by Mayor Teresa Harding:

- A. That section five 'Scope' of Council's Civic Events Policy be amended to include the following addition:**

***ANZAC Day Commemorative Services: Provide support through community funding and in-kind support in line with the Community Funding and Support Policy.***

- B. That Council establish a new ANZAC Day Commemorative Services funding and in-kind support grant program to be made available to organising committees this year and in the future, through an open and transparent process for the purpose of funding operational costs associated with the delivery of these events per guidelines to be developed in consultation with Councillors.**

**AFFIRMATIVE**

Councillors:

Harding

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**Attachments**

1. Mayoral Minute - Civic Events Policy
2. Proposed Civic Events Policy 2021
3. Civic Events Policy 2019
4. ANZAC Day Commemoration Policy 1996

**12.2 MAYORAL  
MINUTE –  
APPOINTMENT OF  
ACTING CHIEF  
EXECUTIVE OFFICER**

Moved by Mayor Teresa Harding:

**Pursuant to Section 195 of the *Local Government Act 2009*, that Council:**

- A. Note the resignation of Chief Executive Officer, Mr David Farmer, effective from 9 April 2021.**
- B. Appoint Sonia Cooper as Acting Chief Executive Officer.**
- C. Authorise the Mayor to negotiate the terms of the engagement for the Acting Chief Executive Officer.**

**AFFIRMATIVE**

Councillors:

**NEGATIVE**

Councillors:

Harding Nil  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

The motion was put and carried.

Attachments

1. Mayoral Minute - Appointment of Acting Chief Executive Officer

**12.3 MAYORAL  
MINUTE –  
RECRUITMENT OF  
CHIEF EXECUTIVE  
OFFICER**

Moved by Mayor Teresa Harding:

Pursuant to Section 194 of the *Local Government Act 2009*, it is recommended that:

- A. Council commence a process for the appointment of the Chief Executive Officer.
- B. Council establish a Chief Executive Officer Recruitment Panel (the Panel) consisting of Mayor Teresa Harding, Councillors Marnie Doyle, Andrew Fechner, Jacob Madsen and an independent member selected by the panel.
- C. The process for the appointment of the Chief Executive Officer be managed by the Office of the Mayor supported by Council's People and Culture team and appropriate external partners, as required, such as legal and other advisory services, to be funded from an appropriate cost centre.
- D. Council authorise the engagement of a qualified executive recruitment partner by the Panel through a robust procurement process, supported by Council's Procurement team to be funded from an appropriate cost centre.
- E. The Office of the Mayor liaise with the Department of State Development, Infrastructure, Local Government and Planning to ensure the appointment process meets the highest standards in accordance with legislative requirements.

- F. The Panel be responsible for shortlisting candidates in consultation with the executive recruitment partner through a robust process.
- G. The final selection and appointment process be determined by full Council.

**VARIATION TO  
MOTION**

Councillor Andrew Fechner proposed a variation to the motion:

That the words 'and the selection panel' be added to Recommendations C and E after the words 'Office of the Mayor'.

The mover of the original motion agreed to the proposed variation.

Moved by Mayor Teresa Harding:

**Pursuant to Section 194 of the *Local Government Act 2009*, it is recommended that:**

- A. Council commence a process for the appointment of the Chief Executive Officer.**
- B. Council establish a Chief Executive Officer Recruitment Panel (the Panel) consisting of Mayor Teresa Harding, Councillors Marnie Doyle, Andrew Fechner, Jacob Madsen and an independent member selected by the panel.**
- C. The process for the appointment of the Chief Executive Officer be managed by the Office of the Mayor and the selection panel, supported by Council's People and Culture team and appropriate external partners, as required, such as legal and other advisory services, to be funded from an appropriate cost centre.**
- D. Council authorise the engagement of a qualified executive recruitment partner by the Panel through a robust procurement process, supported by Council's Procurement team to be funded from an appropriate cost centre.**
- E. The Office of the Mayor and the selection panel liaise with the Department of State Development, Infrastructure, Local Government and Planning to**

**ensure the appointment process meets the highest standards in accordance with legislative requirements.**

**F. The Panel be responsible for shortlisting candidates in consultation with the executive recruitment partner through a robust process.**

**G. The final selection and appointment process be determined by full Council.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

Attachments

1. Mayoral Minute - Recruitment of Chief Executive Officer

**13. BUSINESS OUTSTANDING – INCLUDING CONDUCT MATTERS AND MATTERS LYING ON THE TABLE TO BE DEALT WITH**

**13.1  
DRUG & ALCOHOL  
POLICY  
(COUNCILLORS)**

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Sheila Ireland:

**A. That Council note the contents of this report.**

**B. That a report be provided to a future meeting of council with a proposed Drug and Alcohol Policy for Councillors that outlines how Councillors can continue to comply with their legislated obligations under the Code of Conduct for Councillors in Queensland.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

NEGATIVE

Councillors:

Nil

Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

The motion was put and carried.

#### **14. RECEPTION AND CONSIDERATION OF COMMITTEE REPORTS**

##### **14.1 GROWTH INFRASTRUCTURE AND WASTE COMMITTEE**

Moved by Mayor Teresa Harding:  
Seconded by Councillor Andrew Fechner:

**That the Growth Infrastructure and Waste Committee  
Report No. 2021(02) of 11 March 2021 be noted.**

##### **AFFIRMATIVE**

Councillors:  
Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

##### **NEGATIVE**

Councillors:  
Nil

The motion was put and carried.

##### **14.2 GOVERNANCE AND TRANSPARENCY COMMITTEE**

Moved by Councillor Jacob Madsen:  
Seconded by Deputy Mayor Marnie Doyle:

**That Council adopt the recommendations of the  
Governance and Transparency Committee Report No.  
2021(02) of 11 March 2021.**

##### **AFFIRMATIVE**

Councillors:  
Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann

##### **NEGATIVE**

Councillors:  
Nil



Milligan  
Jonic

The motion was put and carried.

This block motion adopts all items of the Governance and Transparency Committee No. 2021(02) of 11 March 2021 as listed below, as resolutions of Council:

**GOVERNANCE AND  
TRANSPARENCY  
COMMITTEE – ITEM 1**

SMART CITY  
PROGRAM OVERVIEW

**That a report on the Smart City Program be provided to the Council Ordinary meeting scheduled for 25 March 2021.**

**GOVERNANCE AND  
TRANSPARENCY  
COMMITTEE – ITEM 2**

REPORT –  
GOVERNANCE AND  
TRANSPARENCY  
COMMITTEE NO.  
2021(01) OF 11  
FEBRUARY 2021

**That the report of the Governance and Transparency Committee No. 2021(01) held on 11 February 2021 be received and noted.**

**GOVERNANCE AND  
TRANSPARENCY  
COMMITTEE – ITEM 3**

AMENDMENTS TO  
DELEGATION TO  
CHIEF EXECUTIVE  
OFFICER

- A. **That under s257(1)(b) of the *Local Government Act 2009*, Council resolve to delegate to the Chief Executive Officer (CEO), the powers contained and detailed in Attachment 1 of the report dated 10 February 2021 by the Governance Project Officer.**
- B. **That the powers listed in Attachment 2 which have previously been delegated from Council to the Chief Executive Officer be repealed.**

**GOVERNANCE AND  
TRANSPARENCY  
COMMITTEE – ITEM 4**

PROCUREMENT – 12D  
SYNERGY  
MANAGEMENT  
SOLUTION

- A. **That pursuant to s235(b) of the *Local Government Regulation 2012* (Regulation) Council resolve it is satisfied that the exception under s235(b) of the Regulation applies and because of the specialised nature of the services which are sought, namely 12D Synergy management solution, it would be impractical or disadvantageous for Council to invite quotes or tenders.**
- B. **That Council enter into a contract with 12D Synergy Pty Ltd for the 12D Synergy Management Solution for a period of three (3) years until 30 April 2024, for an estimated total cost of seventy eight thousand, two hundred and thirty dollars (\$78,230.00) excluding GST**

over the full three (3) year period. This figure also includes the 3% CPI rise for the Annual Hosting component for years 2 and 3.

- C. That under s257(1) of the *Local Government Act 2009*, Council delegate the power to the Chief Executive Officer to be authorised to negotiate and finalise the terms of the contract to be executed by Council, (including all annual renewals), and to do any other acts necessary to implement Council's decision.

**GOVERNANCE AND  
TRANSPARENCY  
COMMITTEE – ITEM 5**

REPEAL OF PREVIOUS  
COUNCIL DECISION  
FOR SURRENDER OF  
EXISTING LEASE AND  
NEW LEASE TO THE  
AUSTRALIAN RED  
CROSS SOCIETY

- A. That the previous decision of Council, as per Item No. 3 of the Governance and Transparency Committee on 3 December 2020 and adopted at the Council Ordinary meeting of 10 December 2020, be repealed.
- B. That Council resolve to terminate the existing Lease with Australian Red Cross Society (Lease No. 601143245 as registered on Title) in Council's Humanities Building located at 56 South Street, Ipswich and described as Lot 2 on CP864211.
- C. That Council apply the exception under section 236(1)(b)(ii) and 236(2) of the *Local Government Regulation 2012* (Qld) (Regulation) and dispose of the valuable non-current asset located at Level 2, 143 Brisbane Street, Ipswich and described as part of Lot 2 on RP50109 ("the land") directly and by leasehold interest to The Australian Red Cross as a 'Community Organisation'.
- D. That Council enter into a new Lease with the Australian Red Cross Society located on Level 2, 143 Brisbane Street, Ipswich and described as Lot 2 on RP50109 for a ten (10) year term on a nominal rental of one dollar (\$1.00) per annum, if demanded.
- E. That pursuant to section 257(1) of the *Local Government Act 2009*, Council delegate the power to the Chief Executive Officer to authorise, negotiate and finalise the terms of the Lease, to be executed by Council and to do any other acts necessary to implement Council's decision.

**GOVERNANCE AND  
TRANSPARENCY  
COMMITTEE – ITEM 6**

INVOLVE PROJECT  
UPDATE

**That the report be received and the contents noted.**

**14.3  
COMMUNITY,  
CULTURE, ARTS AND  
SPORT COMMITTEE**

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Sheila Ireland:

**That Council adopt the recommendations of the  
Community, Culture, Arts and Sport Committee Report  
No. 2021(02) of 11 March 2021.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

This block motion adopts all items of the Community, Culture, Arts and Sport Committee No. 2021(02) of 11 March 2021 as listed below, as resolutions of Council:

**COMMUNITY,  
CULTURE, ARTS AND  
SPORT COMMITTEE –  
ITEM 1**

**That the report of the Community, Culture, Arts and  
Sport Committee No. 2021(01) held on 11 February  
2021 be received and noted.**

REPORT –  
COMMUNITY,  
CULTURE, ARTS AND  
SPORT COMMITTEE  
NO. 2021(01) OF 11  
FEBRUARY 2021

**COMMUNITY,  
CULTURE, ARTS AND  
SPORT COMMITTEE –  
ITEM 2 –**

- A. **That Council resolve pursuant to section 236(2) of the  
*Local Government Regulation 2012* (the Regulation)  
that the exemptions under sections 236(1)(b)(ii) of the  
Regulation apply to the disposal of the leasehold  
interest located at 138 Old Ipswich Road, Riverview**

NEW LEASE OVER  
RIVERVIEW  
COMMUNITY CENTRE,  
138 OLD IPSWICH  
ROAD, RIVERVIEW

and described as Lot 3 on RP139403 ("the land"), by way of a leasehold arrangement between Council and Queensland Youth Family Support Services Inc for a consideration sum of \$1.00 per annum, if demanded (excluding GST).

- B. That Council enter into a lease with Queensland Youth Family Support Services Inc. ("the tenant") for a period of three (3) years.
- C. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the Lease 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*.

**COMMUNITY,  
CULTURE, ARTS AND  
SPORT COMMITTEE –  
ITEM 3 –**

That the Community Development Strategy be endorsed by Council as the strategic and aspirational framework which guides the work of the Community Development section.

DRAFT COMMUNITY  
DEVELOPMENT  
STRATEGY (2021-  
2026)

**COMMUNITY,  
CULTURE, ARTS AND  
SPORT COMMITTEE –  
ITEM 4 –**

That the report titled 'Indigenous Accord Milestone Report - March 2021' be received and the contents noted.

INDIGENOUS ACCORD  
2020-2025  
MILESTONE REPORT

**COMMUNITY,  
CULTURE, ARTS AND  
SPORT COMMITTEE –  
ITEM 5 –**

That Notice of Motion Items 5 and 6 be considered at the next Council Ordinary meeting.

NOTICE OF MOTION –  
PROPOSAL TO  
CONSIDER NOTICES  
OF MOTION AT  
COUNCIL ORDINARY  
MEETING

**14.4  
ECONOMIC AND  
INDUSTRY**

Moved by Councillor Nicole Jonic:  
Seconded by Councillor Andrew Fechner:

**DEVELOPMENT  
COMMITTEE**

**That Council adopt the recommendations of the  
Economic and Industry Development Committee  
Report No. 2021(02) of 11 March 2021.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

This block motion adopts all items of the Economic and Industry Development Committee No. 2021(02) of 11 March 2021 as listed below, as resolutions of Council:

**ECONOMIC AND  
INDUSTRY  
DEVELOPMENT  
COMMITTEE – ITEM 1  
– REPORT ECONOMIC  
AND INDUSTRY  
DEVELOPMENT  
COMMITTEE NO.  
2021(01) OF 11  
FEBRUARY 2021**

**That the report of the Economic and Industry  
Development Committee No. 2021(01) held on 11  
February 2021 be received and noted.**

**ECONOMIC AND  
INDUSTRY  
DEVELOPMENT  
COMMITTEE – ITEM 2  
– UPDATE ON FOOD  
TRUCK FRIENDLY  
COUNCIL PROCESS  
IMPROVEMENTS**

**That the report be received and the contents noted.**

**14.5  
ENVIRONMENT AND  
SUSTAINABILITY  
COMMITTEE**

Moved by Councillor Russell Milligan:  
Seconded by Councillor Nicole Jonic:

**That Council adopt the recommendations of the  
Environment and Sustainability Committee Report No.**

**2021(02) of 11 March 2021 with the exception of Item 3.**

AFFIRMATIVE	NEGATIVE
Councillors:	Councillors:
Harding	Nil
Madsen	
Ireland	
Tully	
Doyle	
Fechner	
Kunzelmann	
Milligan	
Jonic	

The motion was put and carried.

This block motion adopts Items 1, 2 and 4 of the Environment and Sustainability Committee No. 2021(02) of 11 March 2021 as listed below as resolutions of Council:

**ENVIRONMENT AND  
SUSTAINABILITY  
COMMITTEE – ITEM 1  
– REPORT –  
ENVIRONMENT AND  
SUSTAINABILITY  
COMMITTEE NO.  
2021(01) OF 11  
FEBRUARY 2021**

**That the report of the Environment and Sustainability Committee held on 11 February 2021 be received and noted.**

**ENVIRONMENT AND  
SUSTAINABILITY  
COMMITTEE – ITEM 2  
– PROPOSAL FOR  
RESILIENT RIVERS  
BREMER RIVER  
CATCHMENT OFFICER  
HOSTED AS A  
PARTNERSHIP  
BETWEEN SCENIC RIM  
AND IPSWICH CITY  
COUNCIL**

- A. That Council provide financial support of \$30,000 for the establishment of the Bremer River Catchment Management Officer role in partnership with Scenic Rim Regional Council.**
- B. That Council enter into a partnership agreement with Scenic Rim Regional Council and South East Queensland Council of Mayors (CoMSEQ), outlining the terms and desired outcomes of the funding arrangement.**

**ENVIRONMENT AND  
SUSTAINABILITY  
COMMITTEE – ITEM 4  
– CHERISH THE**

- A. That Council develop an exit strategy from Cherish the Environment Foundation Limited, and that the exit strategy be developed in partnership with the Cherish**

ENVIRONMENT  
FOUNDATION

**the Environment Foundation Directors.**

- B. That Council source the required legal and governance advice to develop the exit strategy and to provide guidance to Council and Cherish the Environment Foundation through the transition phase.**

Item 3 of the Environment and Sustainability Committee was considered separately.

**ENVIRONMENT AND  
SUSTAINABILITY  
COMMITTEE – ITEM 3  
– ASSESSMENT OF 12-  
26 EUGENE STREET,  
BELLBIRD PARK FOR  
ENVIROPLAN  
ACQUISITION**

Moved by Councillor Andrew Fechner:

Seconded by Councillor Russell Milligan:

- A. That Council not pursue the acquisition of the property identified as 12-26 Eugene Street, Bellbird Park through the Enviroplan Levy based upon findings of an initial desktop assessment and an independent kerbside evaluation of the land; instead the protection or acquisition of land adjacent to Woogaroo Creek will be considered under the planning process as part of any future development proposal.**
- B. That a spreadsheet be provided to all Councillors outlining the Enviroplan Budget.**

**AFFIRMATIVE**

Councillors:

Harding

Madsen

Ireland

Doyle

Fechner

Kunzelmann

Milligan

**NEGATIVE**

Councillors:

Tully

Jonic

The motion was put and carried.

At 9.51am Councillors Andrew Fechner and Jacob Madsen left the meeting room.

**14.6  
IPSWICH CENTRAL  
REDEVELOPMENT  
COMMITTEE**

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Kate Kunzelmann:

**That Council adopt the recommendations of the Ipswich Central Redevelopment Committee Report No. 2021(02) of 11 March 2021.**

**AFFIRMATIVE**

Councillors:

**NEGATIVE**

Councillors:

Harding  
Ireland  
Tully  
Doyle  
Kunzelmann  
Milligan  
Jonic

Nil

All Councillors except Councillor Jacob Madsen and Councillor Andrew Fechner were present when the vote was taken.

This block motion adopts all items of the Ipswich Central Redevelopment Committee No. 2021(02) of 11 March 2021 as listed below, as resolutions of Council:

**IPSWICH CENTRAL  
REDEVELOPMENT  
COMMITTEE – ITEM 1**  
– REPORT – IPSWICH  
CENTRAL  
REDEVELOPMENT  
COMMITTEE NO.  
2021(01) OF 11  
FEBRUARY 2021

**That the report of the Ipswich Central Redevelopment Committee No. 2021(01) held on 11 February 2021 be received and noted.**

**IPSWICH CENTRAL  
REDEVELOPMENT  
COMMITTEE – ITEM 2**  
– TENDER  
CONSIDERATION  
PLAN – RETAIL  
LEASING AGENT

- A. **That Council resolve to prepare a Quote or Tender Consideration Plan for Retail Leasing Services 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 Retail Leasing Services as outlined in the report by the Acting Goods and Services Category Manager dated 23 February 2021 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 the provision of retail leasing agent services on the terms described in the report by the Acting Goods and Services Category Manager dated 23 February 2021.**
- 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*.

**IPSWICH CENTRAL  
REDEVELOPMENT  
COMMITTEE – ITEM 3  
– TENDER  
CONSIDERATION  
PLAN – PROGRAM  
MANAGEMENT  
SERVICES**

- A.** That Council resolve to prepare a Tender Consideration Plan for Program Management Services for the Ipswich Central CBD Transformation in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.
- B.** That Council resolve to adopt the Tender Consideration Plan for Program Management Services as outlined in the report by the Acting Goods and Services Category Manager dated 22 February 2021 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.
- C.** That Council enter into a contract with Ranbury Management Group Pty Ltd for Program Management Services for a period of two (2) years for an estimated total cost of one million, seven hundred and nine thousand, eight hundred and thirty two dollars (\$1,709,832.00), details provided in the report by the Acting Goods and Services Category Manager dated 22 February 2021.
- D.** That under s257 (1) of the *Local Government Act 2009*, Council delegate the power to the Chief Executive Officer to be authorised to negotiate and finalise the terms of the contract with Ranbury Management Group Pty Ltd to be executed by Council (including authorisation to exercise any annual options) and to do any other acts necessary to implement Council's decision.

**IPSWICH CENTRAL  
REDEVELOPMENT  
COMMITTEE – ITEM 4  
– NICHOLAS STREET  
PRECINCT EXECUTIVE  
REPORT NO. 25 TO 28  
FEBRUARY 2021**

That the Nicholas Street Precinct Executive Report No. 25 to 28 February 2021 be received and the contents noted.

**IPSWICH CENTRAL  
REDEVELOPMENT  
COMMITTEE – ITEM 5  
– RETAIL SUB-  
PROJECT STEERING  
COMMITTEE REPORT**

That the Retail Sub-project Steering Committee Report No. 8 for February 2021 be received and the contents noted.

NO. 8 – FEBRUARY  
2021

**IPSWICH CENTRAL  
REDEVELOPMENT  
COMMITTEE – ITEM 6  
– NICHOLAS STREET  
PRECINCT  
COMMUNICATIONS,  
ENGAGEMENT AND  
ACTIVATION  
MONTHLY REPORT**

**That the Nicholas Street Precinct: Communications,  
Engagement and Activation Monthly Report be  
received and the contents noted.**

At 9.56 am Councillors Andrew Fechner and Jacob Madsen returned to the meeting room.

### **15. OFFICERS' REPORTS**

Mayor Teresa Harding proposed that all recommendations  
being Recommendations A – G be moved separately.

#### **15.1 NAMING OF YOUR PLACES AND SPACES - COMMUNITY ENGAGEMENT REPORT**

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Kate Kunzelmann:

**A. That Council name the new Ipswich City Council  
Administration Building '1 Nicholas Street'.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

Moved by Mayor Teresa Harding:  
Seconded by Councillor Andrew Fechner:

**B. That Council name the event space 'Dandiiri Room'.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding	Nil
Madsen	
Ireland	
Tully	
Doyle	
Fechner	
Kunzelmann	
Milligan	
Jonic	

The motion was put and carried.

Moved by Mayor Teresa Harding:  
Seconded by Councillor Andrew Fechner:

**C. That Council name the balcony connecting to the event space 'Bremer Terrace'.**

AFFIRMATIVE	NEGATIVE
Councillors:	Councillors:
Harding	Nil
Madsen	
Ireland	
Tully	
Doyle	
Fechner	
Kunzelmann	
Milligan	
Jonic	

The motion was put and carried.

Moved by Mayor Teresa Harding:  
Seconded by Deputy Mayor Marnie Doyle:

**D. That Council confirms Cribb and Foote Lane (and) as the new name for Icon Alley.**

AFFIRMATIVE	NEGATIVE
Councillors:	Councillors:
Harding	Nil
Madsen	
Ireland	
Tully	
Doyle	
Fechner	
Kunzelmann	
Milligan	

Jonic

The motion was put and carried.

Moved by Mayor Teresa Harding:  
Seconded by Councillor Andrew Fechner:

**E. That Council confirms the renaming of Ipswich City Mall to Nicholas Street.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

Moved by Mayor Teresa Harding:  
Seconded by Councillor Andrew Fechner:

**F. That Council confirms the renaming of Union Place Mall to Union Place.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

Moved by Mayor Teresa Harding:  
Seconded by Councillor Kate Kunzelmann:

- G. That Council amends the street numbering plan by allocating the address of '1A Nicholas Street' to the proposed bar site in Tulmur Place, and noting that the Ipswich Central Library remains as '3 Nicholas Street'.**

**AFFIRMATIVE**

Councillors:

Harding

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**15.2  
MOWING SEASON  
2020-2021**

Moved by Councillor Andrew Fechner:

Seconded by Councillor Nicole Jonic:

- A. That Council consider increasing service standards from 9 weekly to 6 weekly mows in the local road service level at a cost of \$550,000 per annum.**
- B. That Council consider allocating funds in the 2021-2022 financial year budget for the formation of two flying mowing crews (4 FTE's) who in addition to scheduled mowing will respond to CES requests and overdue mowing as required.**
- C. That Council consider allocating additional funds in the 2021-2022 budget for the use of additional mowing contractors to meet demands dependant on seasonal variations.**

**AFFIRMATIVE**

Councillors:

Harding

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

**NEGATIVE**

Councillors:

Nil

Jonic

The motion was put and carried.

**15.3  
RESPONSE TO  
INLAND RAIL C2K EIS  
SUBMISSION TO OCG**

Moved by Councillor Andrew Fechner:  
Seconded by Deputy Mayor Marnie Doyle:

- A. That the report be received and the contents noted.**
- B. That Council endorse the document detailed in Attachment 1 of the report by the Consultant for Inland Rail dated 8 March 2021, which will form the submission to the Coordinator General in response to the draft Environmental Impact Statement for the Calvert to Kagaru Inland Rail project.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

**ADJOURN MEETING**

Moved by Mayor Teresa Harding:

That the meeting be adjourned at 10.16 am to reconvene at 10.40 am.

**The meeting reconvened at 10.41 am.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

**15.4**

**MEMORABILIA ITEMS**

Moved by Mayor Teresa Harding:

Seconded by Councillor Andrew Fechner:

- A. That Council engage an auction house to sell the items which are assessed as being within the “Sporting Memorabilia” category as outlined within Attachments 3 and 4.**
- B. That those items which have been assessed as “Donated Gifts to the City” be reviewed as to whether Council wishes to retain them within its civic collection. Those items that are deemed surplus be either returned to the original donor where viable and appropriate, or disposed of in accordance with policy and statutory requirements.**
- C. That efforts be made to return items that are assessed as being within the “Returned to the Donor” category. Those items that are not able to be returned be disposed of in accordance with policy and statutory requirements.**
- D. That those items which are listed in the “Requested to be Returned to the Former Mayor” category be returned if private ownership can be substantiated or they are deemed to have no value. Those that are not returned to the former Mayor be disposed of in accordance with policy and statutory requirements.**
- E. That the items in the Non-Valuable Items for Disposal category be disposed of in accordance with policy and statutory requirements.**
- F. That the net proceeds of disposal of these items be made available in a special community funding program to be deployed in the 2021-2022 financial year.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

NEGATIVE

Councillors:

Nil

Milligan  
Jonic

The motion was put and carried.

Mayor Teresa Harding proposed that all recommendations being Recommendations A, B, C and D be moved separately.

**15.5  
COUNCILLOR  
REPRESENTATION ON  
EXTERNAL GROUPS**

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Russell Milligan:

- A. That Council nominate Councillor Jacob Madsen as Council's representative on the Friends of the Workshop Rail Museum Committee.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

Moved by Mayor Teresa Harding:  
Seconded by Deputy Mayor Marnie Doyle:

- B. That Council nominate Councillors Kate Kunzelmann and Andrew Fechner as Council's representatives on the West Moreton Diabetes Alliance.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil



The motion was put and carried.

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Kate Kunzelmann:

**C. That Council nominate Councillor Milligan as an Ambassador for Australian Horizons Foundation.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

Moved by Councillor Kate Kunzelmann:  
Seconded by Councillor Sheila Ireland:

**D. That the Councillor Memberships document as detailed in Attachment 1 be amended to include the memberships as resolved above.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

**15.6  
COUNCILLOR  
INTEGRITY POLICY  
PACKAGE - REVIEW**

Moved by Deputy Mayor Marnie Doyle:  
Seconded by Councillor Kate Kunzelmann:

- A. That the revised policy titled 'Meeting Procedures Policy' as detailed in Attachment 2 be adopted.**
- B. That the revised policy titled 'Councillor Acceptable Requests Guidelines and Staff Interaction Policy' as detailed in Attachment 4 be adopted.**
- C. That the revised policy titled 'Councillor Expenses Reimbursement and Administrative Support Policy' as detailed in Attachment 6 be adopted.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**15.7  
SMART CITY  
PROGRAM  
OVERVIEW**

Moved by Mayor Teresa Harding:

Seconded by Deputy Mayor Marnie Doyle:

**That the report be received and the contents noted.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**15.8  
2020-2021 BUDGET  
AMENDMENT -  
MARCH 2021**

That the proposed amended 2020-2021 Budget and Long Term Financial Forecast, as detailed in Attachments 1, 2, 3 and 5, to the report by the Chief Financial Officer, be adopted.

**VARIATION TO  
MOTION**

Councillor Andrew Fechner proposed a variation to the motion:

That the following words be included after the words 'Chief Financial Officer':

***'and amended to only include the debt re-financing transactions related to the existing loan account that was acquired for the purposes of funding Ipswich City Properties Pty Ltd'.***

Moved by Councillor Andrew Fechner:  
Seconded by Deputy Mayor Marnie Doyle:

**That the proposed amended 2020-2021 Budget and Long Term Financial Forecast, as detailed in Attachments 1, 2, 3 and 5, to the report by the Chief Financial Officer, and amended to only include the debt re-financing transactions related to the existing loan account that was acquired for the purposes of funding Ipswich City Properties Pty Ltd, be adopted.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

Attachments

1. Updated Attachment 1 - 2020-2021 Budget and Long Term Financial Forecast
2. Updated Attachment 5 - Debt Policy 2020-2021

**15.9**

Moved by Councillor Andrew Fechner:

**MONTHLY FINANCIAL  
PERFORMANCE  
REPORT - FEBRUARY  
2021**

Seconded by Councillor Nicole Jonic:

**That the report on Council's financial performance for the period ending 28 February 2021, submitted in accordance with section 204 of the *Local Government Regulation 2012* be considered and noted by Council.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**15.10  
REPORT - AUDIT AND  
RISK MANAGEMENT  
COMMITTEE NO.  
2021(01) OF 10  
FEBRUARY 2021**

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Kate Kunzelmann:

**That the report of the Audit and Risk Management Committee No. 2021(01) of 10 February 2021 be received, the contents noted and the recommendations contained therein be adopted.**

**AFFIRMATIVE**

Councillors:

Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**16. NOTICES OF MOTION**

**16.1**

Moved by Councillor Sheila Ireland:

**NOTICE OF MOTION -  
CIVIC CELEBRATIONS**

Seconded by Councillor Jacob Madsen:

- A. That Council form a Civic Celebrations function to undertake and support events across the city that bring together community members and celebrate our achievements and significant events.
- B. That the events this function should undertake include:
  - i. Australia Day Awards
  - ii. Anzac Day Ceremony Support
  - iii. Remembrance Day support
  - iv. VP Day support
  - v. Citizenship Ceremonies
  - vi. Achievers and Volunteers Celebration Day
  - vii. Dignitary Visits
  - viii. Keys to the city
  - ix. Freedom of Entry
  - x. Other selected celebratory seasonal community events
- C. That expected costing for each proposed event including resourcing be provided to allow for this program to be considered during budget deliberations.

**VARIATION TO  
MOTION**

Councillor Paul Tully proposed a variation to the motion by the inclusion of The Vietnam Veterans' Day within Recommendation B.

- B. **That the events this function should undertake include:**
  - i. **Australia Day Awards**
  - ii. **Anzac Day Ceremony Support**
  - iii. **Remembrance Day support**
  - iv. **VP Day support**
  - v. **Citizenship Ceremonies**
  - vi. **Achievers and Volunteers Celebration Day**
  - vii. **Dignitary Visits**
  - viii. **Keys to the city**
  - ix. **Freedom of Entry**
  - x. **Other selected celebratory seasonal community events**
  - xi. **The Vietnam Veterans' Day**

The mover and seconder of the original motion agreed to the proposed variation.

**VARIATION TO  
MOTION**

Mayor Teresa Harding proposed a further variation to Recommendation B by the incorporation of the following wording:

and that the civic events policy be workshopped with councillors and include the above 11 items.

The mover and seconder of the original motion agreed to the proposed variation.

Moved by Councillor Sheila Ireland:

Seconded by Councillor Jacob Madsen:

- A. That Council form a Civic Celebrations function to undertake and support events across the city that bring together community members and celebrate our achievements and significant events.**
- B. That the events this function should undertake include:**
- i. Australia Day Awards**
  - ii. Anzac Day Ceremony Support**
  - iii. Remembrance Day support**
  - iv. VP Day support**
  - v. Citizenship Ceremonies**
  - vi. Achievers and Volunteers Celebration Day**
  - vii. Dignitary Visits**
  - viii. Keys to the city**
  - ix. Freedom of Entry**
  - x. Other selected celebratory seasonal community events**
  - xi. The Vietnam Veterans' Day**
- and that the Civic Events Policy be workshopped with councillors and include the above 11 items.**
- C. That expected costing for each proposed event including resourcing be provided to allow for this program to be considered during budget deliberations.**

AFFIRMATIVE  
Councillors:  
Harding

NEGATIVE  
Councillors:  
Nil

Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

The motion was put and carried.

**16.2  
NOTICE OF MOTION -  
CUSTOMER SERVICE**

Moved by Councillor Sheila Ireland:  
Seconded by Councillor Jacob Madsen:

- A. That Council take immediate action to ensure that customers have visibility over the progress, status and outcome of any service request that has been submitted utilising the existing 'My Ipswich' service.**
- B. That a report be provided to a future Community, Culture, Arts and Sport Committee meeting no later than May 2021 outlining how Council is currently performing against adopted standards, what steps have been taken to rectify the above issue and any other steps that can be taken to improve the service and transparency of operations Council provides to the community.**

AFFIRMATIVE  
Councillors:  
Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

NEGATIVE  
Councillors:  
Nil

The motion was put and carried.

**16.3  
NOTICE OF MOTION -  
EXPEDITED KERB AND  
CHANNEL PROGRAM**

Moved by Deputy Mayor Marnie Doyle:  
Seconded by Councillor Andrew Fechner::

- A. That Council implement a 'Forgotten Streets' Expedited Kerb and Channel Program of works.**
- B. That a report be provided to Council no later than May 2021 outlining:**
  - a. A proposed prioritisation methodology for the upgrade of kerb and channel in Ipswich;**
  - b. That this prioritisation methodology include a weighting for local stormwater issues;**
  - c. Identification of locations suitable for treatment;**
  - d. Identification of 'Missing Links' across the city;**
  - e. High level estimates for the program;**
  - f. Summary of the previous kerb and channel construction activities since 2011;**
  - g. A cost benefit analysis of engaging an external contractor to deliver a multi-year program of prioritised Framework projects; and**
  - h. Development of a process through which the community may nominate potential kerb and channel installation or repair projects for consideration.**
- C. That a prioritised list of projects be presented for the consideration of council during the 2021-2022 budget considerations.**
  - a. Identification of the top 10 kerb and channel upgrade projects.**
  - b. Identification of the top 10 kerb and channel repair projects.**

**AFFIRMATIVE**

**Councillors:**

Harding

Madsen

Ireland

Tully

Doyle

**NEGATIVE**

**Councillors:**

Nil



Fechner  
Kunzelmann  
Milligan  
Jonic

The motion was put and carried.

**17. QUESTIONS ON  
NOTICE** Nil

In closing Mayor Teresa Harding, on behalf of the council, thanked the Chief Executive Officer, David Farmer for serving the city for two years and in that time bringing a steady hand, integrity and competency to the Office of CEO. Mayor Harding wished Mr Farmer all the best for the future.

**MEETING CLOSED** The meeting closed at 11.26 am.

“These minutes are subject to confirmation at the next scheduled Council Ordinary Meeting”



**UNCONFIRMED MINUTES OF COUNCIL SPECIAL MEETING**

**15 APRIL 2021**

Held in the Council Chambers, Administration Building  
45 Roderick Street, Ipswich

The meeting commenced at 8.00 am

<b>ATTENDANCE AT COMMENCEMENT</b>	Mayor Teresa Harding (Chairperson); Councillors Sheila Ireland, Paul Tully, Marnie Doyle, Andrew Fechner, Kate Kunzelmann, Russell Milligan and Nicole Jonic
<b>WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY</b>	Councillor Kate Kunzelmann
<b>OPENING PRAYER</b>	Deputy Mayor Marnie Doyle
<b>APOLOGIES AND LEAVE OF ABSENCE</b>	Councillor Jacob Madsen was not present at the commencement of the meeting.
<b>DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA</b>	Nil

**OFFICER'S REPORT:**

Mr Jamie Doran (Partner Clayton Utz) addressed the council to explain why council would be moving into closed session to discuss the report on the Brisbane Olympic and Paralympic Bid 2032.

**MOVE INTO CLOSED  
SESSION**

Moved by Mayor Teresa Harding:  
Seconded by Deputy Mayor Marnie Doyle:

**That in accordance with section 254J(3)(i) of the *Local Government Regulation 2012*, the meeting move into closed session to discuss Item CM1 titled Local Government Delivery Partner Guarantee – Brisbane Olympic and Paralympic Bid 2032.**

AFFIRMATIVE  
Councillors:  
Harding  
Ireland  
Tully

NEGATIVE  
Councillors:  
Nil

Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**The meeting moved into closed session at 8.08 am.**

At 8.09am Councillor Jacob Madsen arrived at the meeting.

**MOVE INTO OPEN  
SESSION**

Moved by Mayor Teresa Harding:  
Seconded by Councillor Kate Kunzelmann:  
**That the meeting move into open session.**

**AFFIRMATIVE**

Councillors:  
Harding  
Madsen  
Ireland  
Tully  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

**NEGATIVE**

Councillors:  
Nil

**The meeting moved into open session at 8.54 am.**

**CLOSED MATTERS**

**CM1  
LOCAL GOVERNMENT  
DELIVERY PARTNER  
GUARANTEE -  
BRISBANE OLYMPIC  
& PARALYMPIC BID  
2032**

Moved by Mayor Teresa Harding:  
Seconded by Councillor Nicole Jonic:

**That Council resolve:**

- A. To approve Council providing its commitment and support to the election of Brisbane, Queensland as the Host City of the Games;**
- B. To approve Council executing the Delivery Partner Guarantee Deed and any associated documents; and**
- C. That pursuant to section 257(1) of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer, the authority to exercise the powers**

**of Council to negotiate, execute and manage the  
Delivery Partner Guarantee Deed and any associated  
documents on Council's behalf.**

**AFFIRMATIVE**

Councillors:

Harding

Madsen

Ireland

Tully

Doyle

Fechner

Kunzelmann

Milligan

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**MEETING CLOSED**

The meeting closed at 8.56 am.

"These minutes are subject to confirmation at the next scheduled Council Ordinary Meeting"



**GROWTH INFRASTRUCTURE AND WASTE COMMITTEE NO. 2021(03)**

**15 APRIL 2021**

MINUTES

**COUNCILLORS' ATTENDANCE:** Mayor Teresa Harding (Chairperson); Councillors Paul Tully (Deputy Chairperson), Sheila Ireland, Jacob Madsen, Marnie Doyle, Andrew Fechner, Kate Kunzelmann, Russell Milligan and Nicole Jonic

**COUNCILLOR'S APOLOGIES:** Nil

**OFFICERS' ATTENDANCE:** Acting Chief Executive Officer (Sonia Cooper), Acting General Manager Infrastructure and Environment (Sean Madigan), Acting General Manager Corporate Services (Jeff Keech), General Manager Community, Cultural and Economic Development (Ben Pole), General Manager Planning and Regulatory Services (Peter Tabulo), Manager, Community and Cultural Services (Don Stewart), Treasury Accounting Manager (Paul Mollenhauer), Economic and Community Development (Cat Matson), City Events Manager (Joanna Jordan), Manager, Marketing and Promotions (Carly Gregory), Waste and Circular Economy Transformation Manager (Brett Davey), Manager, Environment and Sustainability (Kaye Cavanagh), Acting Manager, Development Planning (Anthony Bowles), Manager, Legal and Governance (General Counsel) (Tony Dunleavy), Manager, Procurement (Richard White), Senior Property Officer (Acquisitions and Disposals (Paul Lee), Acting Property Services Manager (Kerry Perrett), Manager Infrastructure Strategy (Tony Dileo), Senior Transport Planner (Jessica Cartlidge), Chief Information Officer (Sylvia Swalling), Media and Communications Manager (Darrell Giles) and Theatre Technician (Ben Harth)

**DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

Nil

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**BUSINESS OUTSTANDING**

Nil

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### **CONFIRMATION OF MINUTES**

1. **CONFIRMATION OF MINUTES OF THE GROWTH INFRASTRUCTURE AND WASTE COMMITTEE NO. 2021(02) OF 11 MARCH 2021**

#### **DECISION**

Moved by Councillor Sheila Ireland:  
Seconded by Councillor Russell Milligan:

**That the Minutes of the Meeting held on 11 March 2021 be confirmed.**

#### **AFFIRMATIVE**

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

#### **NEGATIVE**

Councillors:

Nil

The motion was put and carried.

### **OFFICERS' REPORTS**

#### **PROCEDURAL MOTION - CHANGE TO THE ORDER OF REPORTS**

#### **DECISION**

Moved by Mayor Teresa Harding:  
Seconded by Councillor Kate Kunzelmann:

**That Agenda Item 10 titled South East Queensland Council of Mayors Regional Waste Management Plan be dealt with immediately after Item 6 titled Waste and Circular Economy Transformation Directive – Update 2.**

#### **AFFIRMATIVE**

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

#### **NEGATIVE**

Councillors:

Nil



Kunzelmann  
Milligan  
Jonic

The motion was put and carried.

2. PROCUREMENT - DELEGATION TO CEO TO ENTER INTO A CONTRACT UNDER  
LOCAL BUY CONTRACT FOR THE SUPPLY OF STREETLIGHTING ELECTRICITY

This is a report concerning the supply of Retail Electricity for Unmetered Streetlights under Local Buy panel arrangement. The contract is scheduled for renewal on 11 June 2021, requiring early or advance delegation to the Chief Executive Officer to execute an agreement within five (5) business days of this date.

**DECISION**

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Kate Kunzelmann:

**That pursuant to section 257(1) of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer, the authority to exercise the powers of Council under Chapter 6 (Contracting) of the *Local Government Regulation 2012* in its capacity as a local government.**

**Conditions:**

**This delegation is subject to the following conditions:**

- 1. This delegation does not authorise the Chief Executive Officer to exercise the powers under the *Local Government Act 2009* if the *Local Government Act 2009* provides that the power must be exercised by resolution.**
- 2. Whenever this power is exercised, a record of the exercise shall be made in writing at the time of exercising such power, and a copy thereof shall be kept in such format as determined from time to time by the Chief Executive Officer.**
- 3. The recommendation and decision in relation to the successful tender must be subsequently presented to Council at the first available meeting of Council, for Council's noting.**
- 4. The Chief Executive Officer may only exercise the powers granted under this delegation in relation to Contract 11943 for the supply of retail electricity for unmetered streetlights.**
- 5. This delegation expires on completion of the Contract.**

AFFIRMATIVE

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

3. ACQUISITION OF VOLUMETRIC TITLE FROM SPRINGFIELD ANGLICAN COLLEGE  
(LOT 1 SP151191)

This is a report concerning the acquisition of a volumetric title described as Lot 1 on SP151191 located below surface level under the Springfield Greenbank Arterial Road, Springfield.

“The attachment/s to this report are confidential in accordance with section 254J(3)(g) of the *Local Government Regulation 2012*.”

**DECISION**

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Andrew Fechner:

- A. That Council, having considered the details contained in this report, support the acquisition of the Volumetric Title described as Lot 1 on SP151191 (volumetric title) located under the Springfield Greenbank Arterial by way of resumption agreement, with The Springfield Anglican College (TSAC) being required to complete drainage works. If Council fail to reach an agreement with TSAC for the acquisition of the Title, recommendations C and D will apply as alternative recommendations to A and B.**
- B. That under s257(1)(b) of the *Local Government Act 2009* Council delegate the power to the Chief Executive Officer to be authorised to negotiate any agreement with the landowner for compensation payable by Council under any resumption agreement.**
- C. That Council resolve to exercise its power as a constructing authority for strategic road purposes, under the *Acquisition of Land Act 1967*, and take (by way of resumption) the volumetric title located under the Springfield**

**Greenbank Arterial, and described as Lot 1 on SP151191 and identified in Attachment 1 of this report.**

- D. That under s257(1)(b) of the *Local Government Act 2009* Council delegate the power to the Chief Executive Officer to be authorised to take (by way of resumption) the volumetric title described as Lot 1 on SP151191 and located under the Springfield Greenbank Arterial, Springfield, for strategic road purposes in Council's capacity as a constructing authority under the *Acquisition of Land Act 1967*.**

AFFIRMATIVE

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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**4. 14-15-108 SPRINGFIELD DOMAIN PARKLANDS MANAGEMENT**

This is a report concerning a supplier requested variation to the annual price review mechanism of contract 14-15-108 Robelle Domain Stage 2 – Parklands Management Agreement with Australian Crawl Springfield Pty Ltd.

The proposed variation allows for the contract pricing to be adjusted in accordance with both the Brisbane Consumer Price Index (CPI) and Fair Work Commission (FWC) minimum wage adjustments.

"The attachment/s to this report are confidential in accordance with section 254J(3)(g) of the *Local Government Regulation 2012*."

**DECISION**

Moved by Councillor Nicole Jonic:

Seconded by Deputy Mayor Marnie Doyle:

**That the Chief Executive Officer be authorised to administer contract variations for the Robelle Domain Stage 2 – Parklands Management, Contract No. 14-15-108 and to do any other acts necessary to implement Council's decision in accordance with section 13(3)(c) of the *Local Government Act 2009*.**

AFFIRMATIVE

NEGATIVE

Councillors:  
Tully  
Ireland  
Madsen  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

Councillors:  
Harding

The motion was put and carried.

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4.1. MATTER TAKEN ON NOTICE - CONTRACT 14-15-108

Councillor Paul Tully queried the name in the title of Item 4 (Springfield Domain Parklands Management) and noted that this is different to that in the executive summary which is (Robelle Domain Stage 2 – Parklands Management).

**Procurement Manager to review this contract to see if there are a number of contracts included within contract 14-15-108 and what the correct title should be with advice to be provided to councillors on the outcome.**

5. NOTICE OF MOTION RESPONSE - RIDING THE REVOLUTION REPORT

This is a report concerning a response to a Notice of Motion tabled at the Growth, Infrastructure and Waste Committee Meeting held on 3 December 2020 relating to the *Riding the Revolution – A New Approach to Active Transport in South-East Queensland* report where eight recommendations are identified for consideration by the Queensland Government and local Councils.

**DECISION**

Moved by Councillor Andrew Fechner:  
Seconded by Deputy Mayor Marnie Doyle:

- A. That the report be received and the contents noted.**
- B. That the four opportunities identified below as being able to be delivered via 'business as usual' active transport activities be implemented:**
- 1. Incorporate e-bike users as a key area of interest in the next review of the *iGO Active Transport Action Plan*;**
  - 2. Investigate the possible implementation of Ciclovias or pop up bike lanes in the Ipswich CBD next financial year;**

3. Continue to put forward active transport projects for grant funding opportunities where they meet the program guidelines and are ready for delivery; and
4. Consider the further development of the Boonah Ipswich Rail Trail as part of the development of Council's new *Recreational Walking and Cycling Action Plan*.

AFFIRMATIVE

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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6. WASTE AND CIRCULAR ECONOMY TRANSFORMATION DIRECTIVE - UPDATE 2

This is a report concerning an update on the implementation of the Waste and Circular Economy Transformation Directive.

**DECISION**

Moved by Councillor Nicole Jonic:

Seconded by Councillor Andrew Fechner:

**That the report be received and the contents noted.**

AFFIRMATIVE

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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Agenda item 10 was moved to be considered after agenda item 6 so that both waste matters could be considered consecutively.

7. SOUTH EAST QUEENSLAND COUNCIL OF MAYORS REGIONAL WASTE  
MANAGEMENT PLAN

(Previously Agenda Item 10)

This is a report concerning the South East Queensland Council of Mayors SEQ Waste Management plan.

In 2020, the South East Queensland Council of Mayors (CoMSEQ) have commissioned a draft Regional Waste Management Plan to approach waste management from a regional perspective.

CoMSEQ have now provided the draft report and are seeking in-principle endorsement from member Councils for the draft plan

“The attachment/s to this report are confidential in accordance with section 254J(3)(g) of the *Local Government Regulation 2012*.”

**MOVE INTO CLOSED SESSION**

It was moved by Mayor Teresa Harding and seconded by Councillor Sheila Ireland that in accordance with section 254J(3)(i) of the *Local Government Regulation 2012*, the meeting move into closed session to discuss Item 7 (previously agenda item 10) titled South East Queensland Council of Mayor Regional Waste Management Plan for the residual waste part of the confidential attachment.

**AFFIRMATIVE**

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

**NEGATIVE**

Councillors:

Nil

The meeting moved into closed session at 10.38 am.

**ADJOURN MEETING DURING CLOSED SESSION**

It was moved by Mayor Teresa Harding that the meeting be adjourned at 10.38 am.

AFFIRMATIVE

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The meeting reconvened in confidential session at 10.52 am.

**MOVE INTO OPEN SESSION**

It was moved by Mayor Teresa Harding and seconded by Deputy Mayor Marnie Doyle that the meeting move into open session.

AFFIRMATIVE

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The meeting moved into open session at 10.57 am.

**DECISION**

Moved by Councillor Andrew Fechner:

Seconded by Councillor Russell Milligan:

**That Council provide in-principle endorsement of the draft SEQ Waste Management Plan as attached to this report.**

AFFIRMATIVE

Councillors:

Harding

Tully

NEGATIVE

Councillors:

Nil

Ireland  
Madsen  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

The motion was put and carried.

8. PLANNING & ENVIRONMENT COURT ACTION STATUS REPORT

This is a report concerning a status update with respect to current Planning and Environment Court actions associated with development planning applications.

(Previously Agenda Item 7)

**DECISION**

Moved by Deputy Mayor Marnie Doyle:  
Seconded by Councillor Sheila Ireland:

**That the report be received and the contents noted.**

AFFIRMATIVE  
Councillors:  
Harding  
Tully  
Ireland  
Madsen  
Doyle  
Fechner  
Kunzelmann  
Milligan  
Jonic

NEGATIVE  
Councillors:  
Nil

The motion was put and carried.

9. EXERCISE OF DELEGATION REPORT

This is a report concerning applications that have been determined by delegated authority from 25 February 2021 to 26 March 2021.

(Previously Agenda Item 8)

**DECISION**

Moved by Councillor Andrew Fechner:



Seconded by Deputy Mayor Marnie Doyle:

**That the report be received and the contents noted.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

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Councillor Jacob Madsen left the meeting at 11.07 am.

Councillor Jacob Madsen returned to the meeting at 11.10 am.

10. IED CAPITAL PORTFOLIO FINANCIAL PERFORMANCE REPORT - FEBRUARY 2021

This is a report concerning Infrastructure and Environment Department's (IED) capital portfolio financial performance for the period ending 28 February 2021.

(Previously Agenda Item 9)

**DECISION**

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Andrew Fechner:

**That the monthly financial performance report on the Infrastructure and Environment Department's Capital Portfolio Budget for 2020-2021 be received and the contents noted.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Harding

Nil

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

The motion was put and carried.

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10.1. MATTER TAKEN ON NOTICE - COMMENCEMENT DATE OF SIGNALISATION  
PROJECT ON THE CORNER OF MARY AND WILLIAM STREETS, BLACKSTONE

Councillor Sheila Ireland queried the delay in the commencement of the signalisation project on the corner of Mary and William Streets, Blackstone.

**The Acting General Manager, Infrastructure and Environment to provide Councillors Ireland and Madsen with the expected date of commencement for this project.**

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**NOTICES OF MOTION**

Nil

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**MATTERS ARISING**

Nil

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**PROCEDURAL MOTIONS AND FORMAL MATTERS**

The meeting commenced at 9.30 am.

The meeting closed at 11.16 am.

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**GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 2021(03)**

**15 APRIL 2021**

REPORT OF THE GOVERNANCE AND TRANSPARENCY COMMITTEE  
FOR THE COUNCIL

**COUNCILLORS' ATTENDANCE:** Councillor Jacob Madsen (Chairperson); Councillors Russell Milligan (Deputy Chairperson), Mayor Teresa Harding, Deputy Mayor Marnie Doyle, Kate Kunzelmann and Nicole Jonic

**COUNCILLOR'S APOLOGIES:** Nil

**OFFICERS' ATTENDANCE:** Acting Chief Executive Officer (Sonia Cooper), Acting General Manager Corporate Services (Jeff Keech), General Manager Community Cultural and Economic Development (Ben Pole), General Manager Planning and Regulatory Services (Peter Tabulo), Acting General Manager Infrastructure and Environment (Sean Madigan), Treasury Accounting Manager (Paul Mollenhauer), Chief Information Officer (Sylvia Swalling), Procurement Manager (Richard White), Acting Property Services Manager (Kerry Perrett), Principal Officer Program Management Office (Anna Payne), Manager, Environment and Sustainability (Kaye Cavanagh), Media and Communications Manager (Darrell Giles), Theatre Technician (Ben Harth)

**DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

Nil

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**BUSINESS OUTSTANDING**

Nil

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**CONFIRMATION OF MINUTES**

1. **REPORT OF THE GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 2021(02)  
OF 11 MARCH 2021**

This is the report of the Governance and Transparency Committee No. 2021(02) of 11 March 2021.

**RECOMMENDATION**

Moved by Councillor Kate Kunzelmann:  
Seconded by Deputy Mayor Marnie Doyle:

**That the report of the Governance and Transparency Committee No. 2021(02) of 11 March 2021 be received and noted.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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**OFFICERS' REPORTS**

2. **INVOLVE PROJECT PRELIMINARY BUSINESS CASE**

This is a report concerning the Preliminary Business Case for the iVolve Project. Delivery of the Preliminary Business Case is the major deliverable for Stage 2 (Preliminary Business Case) of the project. The Preliminary Business Case was endorsed by the ICT Steering Committee on 31 March 2021 and is submitted for consideration and approval by the Governance and Transparency Committee and Council.

The purpose of the Preliminary Business Case is to support Council in making an informed decision on a target state solution architecture to address the required outcomes of the iVolve Project.

**RECOMMENDATION**

Moved by Councillor Nicole Jonic:  
Seconded by Deputy Mayor Marnie Doyle:

**That the iVolve Project Preliminary Business Case be accepted and approved, and approval be given for the iVolve Project to progress to the next project stage - Stage 3 Final Business Case.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

NEGATIVE

Councillors:

Nil

Jonic

The motion was put and carried.

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3. REPEAL OF PREVIOUS COUNCIL DECISION FOR NEW TRUSTEE PERMIT OVER  
RESERVE FOR RECREATION PURPOSES - ANZAC PARK SPORTS AND RECREATION  
CLUB INCORPORATED - 1 MILL STREET, ROSEWOOD

This is a report requesting the repeal of a previous decision of the General Purposes Committee, Item No. 3 on the 19 May 2020 and adopted at the Council Ordinary meeting of 26 May 2020 to withdraw Anzac Park Sports and Recreation Club Incorporated (APSRCI) as Trustee over a reserve for recreation purposes located at 1 Mill Street, Rosewood and described as Lot 638 SP157096.

RECOMMENDATION

Moved by Mayor Teresa Harding:  
Seconded by Councillor Russell Milligan:

**That Council repeal its previous decision to enter a Trustee Permit with Anzac Park Sports and Recreation Club Incorporation (a decision of the General Purposes Committee, Item No. 3 on 19 May 2020) adopted at the Council Ordinary meeting of 26 May 2020.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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4. PROPOSED FEES AND CHARGES TO APPLY FROM 1 JULY 2021

This is a report concerning the annual review of Ipswich City Council's (**Council**) proposed commercial and cost recovery fees and charges, and the recommended pricing to commence with effect 1 July 2021.

RECOMMENDATION

Moved by Mayor Teresa Harding:  
Seconded by Councillor Kate Kunzelmann:

- A. That the proposed 2021-2022 Fees and Charges, as detailed in Attachment 1 to the report by the Treasury Accounting Manager dated 27 March 2021, be adopted with an effective date of 1 July 2021.
- B. That the amendments to Fees and Charges for 2021-2022, as detailed in Attachment 2 to the report by the Treasury Accounting Manager dated 27 March 2021, be received and noted.
- C. That the extension of COVID-19 fee relief measures (waivers) for the 2021-2022 financial year for footpath dining licence applications and renewals be adopted.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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5. FEES AND CHARGES FOR GEORGE ALDER TENNIS CENTRE

This is a report concerning the establishment of Fees and Charges for general and casual use of the George Alder Tennis Centre.

RECOMMENDATION

Moved by Deputy Mayor Marnie Doyle:

Seconded by Mayor Teresa Harding:

- A. That the proposed Fees and Charges for general and casual individual, social and coaching use court hire at the George Alder Tennis Centre, as detailed in Table 1 of the report by the Principal Officer (Sport and Recreation) dated 16 March 2021, be adopted with an effective date of 1 May 2021.
- B. That the continuation of the proposed Fees and Charges for general and casual individual, social and coaching use court hire at the George Alder Tennis Centre, as detailed in Table 1 of the report by the Principal Officer (Sport and Recreation) dated 16 March 2021, during 2021-2022, be noted.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

NEGATIVE

Councillors:

Nil

Kunzelmann  
Jonic

The motion was put and carried.

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6. PROCUREMENT - CULTURAL LANDSCAPE VALUES INVESTIGATION AGREEMENT

This is a report concerning the engagement of Turnstone Archaeology for the purpose of undertaking Cultural Landscape Values audits of locations across various conservation estates and reserves.

The report seeks Council's resolution to apply an exception in the *Local Government Regulation 2012*, specifically section 235 (b), to engage Turnstone Archaeology for Cultural Landscape Values Audits for a period of three (3) years, based on the specialised nature of their services.

Council will engage Turnstone Archaeology to undertake one project per year over the next three years, with a maximum project budget of \$100,000 ex GST. The maximum expenditure under this arrangement will be \$300,000.00 ex GST.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Councillor Russell Milligan:

- A. **That pursuant to section 235(b) of the *Local Government Regulation 2012 (Regulation)* Council resolve it is satisfied that the exception referred to in section 235(b) of the *Regulation* applies and that Cultural Landscape Values Audits are of such a specialised nature that it would be impractical for Council to invite tenders or quotations.**
- B. **That Council enter into a contract with Turnstone Archaeology for the provision of Cultural Landscape Values Audits for a period of three (3) years with the maximum expenditure under this arrangement over the three years to be \$300,000 excluding GST.**
- C. **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*.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

NEGATIVE

Councillors:

Nil

Jonic

The motion was put carried.

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7. PROCUREMENT - PARKING MACHINES AND COMMUNICATION AND  
MANAGEMENT SYSTEM

This is a report recommending Council enter into a contract with Australian Parking and Revenue Control Pty Limited (APARC), as APARC is the only supplier reasonably able to provide continued servicing of the existing Parking Meter Systems installed throughout Ipswich with approximately 100 parking meters in operation.

The Council is required to consider and resolve that the exception set out in section 235(a) of the *Local Government Regulation 2012* applies due to APARC parking systems proprietary nature. The cost of the arrangement is estimated to be \$340,000 excluding GST per annum, for three (3) years to June 2024 for the estimated sum of \$1,020,000 excluding GST.

RECOMMENDATION

Moved by Councillor Kate Kunzelmann:

Seconded by Councillor Russell Milligan:

- A. **That Council resolve it is satisfied that the exception in 235(a) of the *Local Government Regulation 2012* applies and that Australian Parking and Revenue Control Pty Limited (APARC) is the only supplier reasonably available to provide maintenance for the current parking meter system.**
- B. **That Council enter into a contract with APARC for the provision of maintenance for the current parking meter system for a period of one (1) year with the option to extend for an additional two (2) one (1) year terms, at an estimated cost of \$340,000 excluding GST per annum, for three (3) years to June 2024 for the estimated sum of \$1,020,000 excluding GST.**
- C. **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*.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil



The motion was put and carried.

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8. PROCUREMENT - ANNUAL SUPPORT AND UPGRADE RENEWAL - KRONOS SOFTWARE

This is a report seeking a resolution by Council to continue the annual support services and upgrade renewal for the Kronos application including software and equipment that is used for timekeeping activities to support the payroll function.

This matter is required to come to Council for resolution as officers seek Council resolution that the exception in section 235 (b) of the *Local Government Regulation 2012* applies to the continuation of the specialised services provided.

Kronos Australia Pty Ltd (Kronos) is an American headquartered global company, with a registered office located in New South Wales, Australia. This proprietary product was purchased in 2017 through a procurement process and its continued use is considered essential to Council. The Kronos software and equipment form a critical timekeeping solution that is integrated into Council's payroll system and embedded as part of Council's current e-Hub and Human Resource Information System. Kronos is meeting Council's performance expectations for the provision of the support services and upgrade for the Kronos software and equipment used by Council.

A resolution of Council is sought to allow the continuation of the renewals of the annual support services and upgrade for the Kronos software and equipment with Kronos for an initial four (4) month period from 23 May 2021 until 30 September 2021 to align to the dates of the originating contract and underpinning system, and then for up to three (3) further one (1) year periods to allow cover until 30 September 2024. This is an estimated total cost of up to \$135,000 excluding GST if all annual renewal options are exercised up until 30 September 2024.

RECOMMENDATION

Moved by Deputy Mayor Marnie Doyle:

Seconded by Mayor Teresa Harding:

- A. **That Council resolve it is satisfied under section 235(b) of the *Local Government Regulation 2012* (Regulation) that the exception under s235(b) of the Regulation applies and that because of the specialised nature of the services that are sought, namely Kronos software and equipment support services and upgrade, it would be impractical or disadvantageous for Council to invite quotes or tenders.**
- B. **That Council resolve it is satisfied to continue with, and to renew, the annual support services and upgrade for the Kronos software and equipment with Kronos from 23 May 2021 until 30 September 2021 and then for up to three (3)**

**further one (1) year periods to allow cover until 30 September 2024, for an estimated total cost of up to \$135,000 excluding GST.**

- C. 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*.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Madsen

Nil

Milligan

Harding

Doyle

Kunzelmann

Jonic

The motion was put and carried.

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9. PROCUREMENT - ENHANCEMENT, UPGRADE, SUPPORT AND SUBSCRIPTION RENEWAL OF OBJECTIVE SOFTWARE

This report is seeking a Council resolution regarding the formation of a contract with vendor Objective Corporation Limited (Objective) under Local Buy arrangement (BUS274 – ICT Solutions and Services) as per section 234 of the *Local Government Regulation 2012* (Regulation). The contract will be for the enhancement to, and the continuation of support, upgrade and subscription renewal for, the Objective Electronic Document and Records Management System (EDRMS) that is currently in use across the whole of Council.

Objective is an Australian company supplying globally and headquartered in NSW. This proprietary product was originally purchased in 2014 through a procurement and the current contract is due to expire on 30 June 2021 with no further extension options. Its continued use is considered essential to Council.

Objective is meeting Council's performance expectations for the provision of the support, upgrade and subscription licencing for the Objective software used by Council.

The new contract to be entered into is intended to commence on 1 May 2021 in order to allow for required upgrade and new enhancement works to be carried out prior to the commencement of the continuing support, upgrade and subscription renewal period beginning on 1 July 2021. The contract shall be for an initial term of three (3) years and two (2) months, with up to two (2) further one (1) year extension options, ending on 30 June 2026 if all extension options are exercised.

A resolution of Council is sought to approve an estimated total cost of up to three million dollars (\$3,000,000) excluding GST if all extension options of the proposed contractual arrangement are exercised.

**RECOMMENDATION**

Moved by Councillor Nicole Jonic:

Seconded by Mayor Teresa Harding:

- A. That Council enter into a contract with Objective Corporation Limited for the provision of product enhancements, continued support, upgrade and subscription renewal under s234 of the *Local Government Regulation 2012* for an estimated total cost of up to three million dollars (\$3,000,000) excluding GST for the period commencing 1 May 2021 and ending 30 June 2026.**
- B. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract to be executed by Council (including all annual renewals) and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.**

**AFFIRMATIVE**

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

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**10. PROCUREMENT - RENEWAL OF LIQUID PETROLEUM GAS (LPG) FOR BUNDAMBA AND GOODNA AQUATIC CENTRES**

This report recommends the renewal of the supply agreement for Liquid Petroleum Gas (LPG) for Bundamba and Goodna Aquatic Centres with Origin Energy Retail Ltd to enable continuity of gas supply to these facilities.

Council's primary purpose for the supply of gas is heating the water supplies for the two aquatic centres. Council commenced utilising LPG supplied by Origin Energy Retail Ltd in 2002 for the Goodna Pool and 2004 for the Bundamba pool. Origin supplied, installed and own the infrastructure for LPG at these sites.

This report recommends that Council resolve that the exception under section 235(b) of the *Local Government Regulation 2012* applies and that Council

proceeds with the engagement of Origin Energy Retail Ltd to provide a LPG Sale and Supply Agreement for Bundamba & Goodna Aquatic Centres for twelve (12) months for the estimated sum of one hundred and fifty thousand dollars (\$150,000) excluding GST.

#### RECOMMENDATION

Moved by Councillor Nicole Jonic:

Seconded by Councillor Russell Milligan:

- A. That Council resolve it is satisfied under section 235(b) of the *Local Government Regulation 2012* (regulation) that the exception under section 235(b) of the regulation applies and that Origin Energy Retail Ltd is the only supplier reasonably available to it to provide the LPG supply agreement for Bundamba & Goodna Aquatic Centres for the following reasons:**
- 1. The number of suppliers for heating LPG is limited.**
  - 2. The equipment at the Council Aquatic Centres is owned by the supplier and Council pays a rent and supply of gas cost.**
  - 3. The cost to Council for a new supplier for the removal and replacement of the current infrastructure at the aquatic centres.**
- B. That Council enter into a supply agreement with Origin Energy Retail Ltd for the provision of the LPG sale and supply agreement for Bundamba & Goodna Aquatic Centres for a period of twelve (12) months for the estimated sum of one hundred and fifty thousand dollars (\$150,000) excluding GST.**
- C. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the agreement 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*.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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#### 10.1. MATTERS TAKEN ON NOTICE - COUNCIL'S POOLS

Councillor Kunzelmann requested information relating to what company is supplying liquid petroleum gas (LPG) to Council's other pools.

Councillor Jacob Madsen requested information on whether all council's pools are heated

**The Procurement Manager to provide a response to councillors on these matters.**

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**NOTICES OF MOTION**

Nil

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**MATTERS ARISING**

Nil

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**PROCEDURAL MOTIONS AND FORMAL MATTERS**

The meeting commenced at 11.34 am.

The meeting closed at 11.52 am.

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**COMMUNITY, CULTURE, ARTS AND SPORT COMMITTEE NO. 2021(03)**

**15 APRIL 2021**

REPORT OF THE COMMUNITY, CULTURE, ARTS AND SPORT COMMITTEE  
FOR THE COUNCIL

**COUNCILLORS' ATTENDANCE:** Councillor Andrew Fechner (Chairperson); Councillors Kate Kunzelmann (Deputy Chairperson), Mayor Teresa Harding, Jacob Madsen and Nicole Jonic

**COUNCILLOR'S APOLOGIES:** Nil

**OFFICERS' ATTENDANCE:** Acting Chief Executive Officer (Sonia Cooper), General Manager Community, Cultural and Economic Development (Ben Pole), General Manager Planning and Regulatory Services (Peter Tabulo), Acting General Manager Infrastructure and Environment (Sean Madigan), Manager Community and Cultural Services (Don Stewart), Manager Marketing and Promotions (Carly Gregory), Acting General Manager Corporate Services (Jeff Keech), Procurement Manager (Richard White), Content and Experience Manager (Matt Pascoe), Media and Communications Manager (Darrell Giles) and Theatre Technician (Ben Harth)

**DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

Nil

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**BUSINESS OUTSTANDING**

Nil

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**CONFIRMATION OF MINUTES**

1. **REPORT - COMMUNITY, CULTURE, ARTS AND SPORT COMMITTEE NO. 2021(02) OF 11 MARCH 2021**

This is the report of the Community, Culture, Arts and Sport Committee No. 2021(02) of 11 March 2021.

**RECOMMENDATION**

Moved by Mayor Teresa Harding:

Seconded by Councillor Kate Kunzelmann:

**That the report of the Community, Culture, Arts and Sport Committee  
No. 2021(02) of 11 March 2021 be received and noted.**

AFFIRMATIVE

Councillors:

Fechner

Kunzelmann

Harding

Madsen

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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**OFFICERS' REPORTS**

2. **PROCUREMENT: LIBRARY COLLECTION RESOURCES**

This is a report concerning the procurement of the ongoing supply of physical library collection resources including print and audio-visual resources, and the relevant processing required for shelf-readiness of library collection resources for all Ipswich Libraries under Local Buy Pre-Qualified Supplier arrangement 'Library Resources (Goods and Services) LB284'.

The report recommends that pursuant to section 234 of the *Local Government Regulation 2012* (Regulation), Council utilise LGA Arrangement "Library Resources (Goods and Services) LB284" by Local Buy Pty Ltd for the provision of physical library collection resources (Council reference 15900), with James Bennett Pty Limited (Supplier) who is a party to the LGA Arrangement.

The cost of the engagement for the provision and processing of physical library collection resources is estimated to be \$1,245,500 (ex GST) per annum, or \$4,982,000 (ex GST) for the contract term, including options. This estimate is based on current spend and anticipated future budgets and resource requirements.

"The attachment/s to this report are confidential in accordance with section 254J(3)(g) of the *Local Government Regulation 2012*."

**RECOMMENDATION**

Moved by Councillor Andrew Fechner:

Seconded by Councillor Jacob Madsen:

- A. That pursuant to section 234 of the *Local Government Regulation 2012* (Regulation), Council utilise LGA Arrangement "Library Resources (Goods and Services) LB284" by Local Buy Pty Ltd for the provision of physical library



collection resources (Council reference 15900), with James Bennett Pty Limited (Supplier) who is a party to the LGA Arrangement, as detailed in this report by the Goods and Services Category Specialist dated 25 March 2021.

- B. That under the LGA Arrangement with the Supplier, the estimated purchase price is \$4,982,000 excluding GST over the entire term, the end date of the initial term being 30 June 2023, with the option to extend at the discretion of Local Buy Pty Ltd for an additional two (2) twelve (12) month terms.
- C. That Council may enter into ancillary contractual arrangements with the Supplier, as allowed by the LGA Arrangement.
- D. That pursuant to section 257(1)(b) of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer the power to take “*contractual action*” pursuant to section 238 of the Regulation, in order to implement Council’s decision, however the delegation does not allow for options for extension to be offered in any ancillary contractual arrangements other than those already allowed for under the LGA Arrangement.

#### **VARIATION TO MOTION**

Councillor Andrew Fechner proposed a variation to the motion:

That Recommendation E as outlined below be added:

- E. That the report be updated to include the annual contributions from the Queensland State Government.

The seconder of the original motion agreed to the proposed variation.

#### **RECOMMENDATION**

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Jacob Madsen:

- A. **That pursuant to section 234 of the *Local Government Regulation 2012* (Regulation), Council utilise LGA Arrangement “Library Resources (Goods and Services) LB284” by Local Buy Pty Ltd for the provision of physical library collection resources (Council reference 15900), with James Bennett Pty Limited (Supplier) who is a party to the LGA Arrangement, as detailed in this report by the Goods and Services Category Specialist dated 25 March 2021.**
- B. **That under the LGA Arrangement with the Supplier, the estimated purchase price is \$4,982,000 excluding GST over the entire term, the end date of the initial term being 30 June 2023, with the option to extend at the discretion of Local Buy Pty Ltd for an additional two (2) twelve (12) month terms.**
- C. **That Council may enter into ancillary contractual arrangements with the Supplier, as allowed by the LGA Arrangement.**

- D. That pursuant to section 257(1)(b) of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer the power to take “*contractual action*” pursuant to section 238 of the Regulation, in order to implement Council’s decision, however the delegation does not allow for options for extension to be offered in any ancillary contractual arrangements other than those already allowed for under the LGA Arrangement.
- E. That the report be updated to include the annual contributions from the Queensland State Government.

AFFIRMATIVE

Councillors:  
Fechner  
Kunzelmann  
Harding  
Madsen  
Jonic

NEGATIVE

Councillors:  
Nil

The motion was put and carried.

Attachments

1. Updated Officer's Report including the annual contributions from the Queensland State Government

3. INVESTIGATE A NON-EXCLUSIVE ARRANGEMENT WITH PLAYGROUP QUEENSLAND AND ADDITIONAL USES FOR THE FACILITY AT 56 HAROLD SUMMERVILLES ROAD, KARALEE

This is a report addressing the request by Council concerning the further investigation by Council officers into a non-exclusive arrangement with Playgroup Queensland and additional uses for the facility at 56 Harold Summervilles Road, Karalee described as Lease D in Lot 1 on RP170788 on SP216939.

RECOMMENDATION

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Kate Kunzelmann:

- A. That Council receive and note the contents of this report.
- B. That Council enter into a Lease with Playgroup Queensland Ltd as per the recommendations from the report presented at the Governance and Transparency Committee No. 2020(03) dated 15 October, 2020 as outlined Recommendations C, D and E below:
- C. That Council resolve pursuant to the *Local Government Regulation 2012* (the Regulation) that the exception under sections 236(1)(b)(ii) and 236(2) of the

**Regulation apply to the disposal of the leasehold interest located over part of 56 Harold Summervilles Road, Karalee described as Lease D on Lot 1 on RP170788 on SP216939 ("the land"), by way of a lease between Council and Playgroup Queensland Ltd for a consideration.**

- D. That Council enter into a Lease with Playgroup Queensland Ltd ("the lessee") for a five (5) year term.**
- E. That under s257 of the *Local Government Act 2009*, Council resolve to delegate the power to the Chief Executive Officer to authorise and negotiate the terms of the Lease to be executed by Council with Playgroup Queensland Ltd and to do any other acts necessary to implement Council's decision.**

AFFIRMATIVE

Councillors:

Fechner

Kunzelmann

Harding

Madsen

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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**4. MAJOR COMMUNITY EVENT SPONSORSHIP - IPSWICH SHOW**

This is a report concerning the Major Community Event Sponsorship application by Ipswich Show Society for support of the Ipswich Show to be held in May 2021 at Ipswich Showgrounds.

The application is for a cash sponsorship of \$40,000 along with in-kind support through the provision of rubbish bins and removal and a range of council services.

**RECOMMENDATION**

That Ipswich Show Society receive \$35,000 ex GST cash support for the 2021 Ipswich Show.

**VARIATION TO MOTION**

Mayor Teresa Harding proposed a variation to the motion:

That the Ipswich Show Society receive \$40,000 ex GST cash support and up to \$5,000 in kind support for the 2021 Ipswich Show.

**RECOMMENDATION**

Moved by Mayor Teresa Harding:

Seconded by Councillor Kate Kunzelmann:

**That the Ipswich Show Society receive \$40,000 ex GST cash support and up to \$5,000 in kind support for the 2021 Ipswich Show.**

**AFFIRMATIVE**

Councillors:

Fechner

Kunzelmann

Harding

Madsen

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

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4.1. **MATTER ON NOTICE - IPSWICH SHOW AND TICKET PRICING**

Mayor Teresa Harding queried if there was any correlation between grant monies provided to the Ipswich Show Society and the cost of entry tickets.

**General Manager Community, Cultural and Economic Development to investigate the current pricing of entry tickets and if there is any correlation between grant monies received and entry tickets.**

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5. **QUARTERLY EVENT SPONSORSHIP AND TICKET ALLOCATION REPORT**

This is a report concerning event sponsorships approved and ticket allocations made in the period January to March 2021. This quarterly report to the Community, Culture, Arts and Sport Committee is required under the Event Sponsorship Policy.

**RECOMMENDATION**

- A. That Council note that the following event sponsorships were approved in the January – March 2021 period:
- a. Event Sponsorships over \$15,000 ex GST endorsed by council:
    - 1. Ipswich Turf Club - \$20,000 ex GST financial support and additional in-kind support of star pickets and covers, rammer and rolls of barrier mesh (all to be returned at no cost to council) for the 2021 Ipswich Cup.
    - 2. Limestone Events Inc. - \$10,000 ex GST cash support and the following in-kind support valued at \$12,000 ex GST for The Gathering:
      - Inclusion of a two page feature in Council's seasonal Quarterly Guide;

- Inclusion on the Council funded Mt Ommaney Billboard promoting 2021 'Ipswich Festivals' initiatives;
- Erection of (existing) street banners along Brisbane Road to promote the event;
- Support from two staff from the City Events team during event delivery.

b. Event Sponsorships under \$15,000 ex GST approved by the General Manager, Community, Cultural and Economic Development:

1. Rocky Trail Entertainment Limited - \$3,500 annually for 3 years – total \$10,500 ex GST for the Rocky Trail Fox Superflow Ipswich Enduro.
2. Softball Queensland - \$10,000 ex GST for the Softball Australia National U23 Men and U23 Women Championships.
3. Ipswich District Teacher-Librarian Network - \$14,437.50 combined cash and in-kind support for the StoryArts Festival as follows:
  - \$6,000.00 ex GST financial support (venue fees and family performance fees)
  - \$6,437.50 incl GST in-kind support (waiving of Ipswich Civic Centre venue hire)
  - \$2,000.00 in-kind support (two page feature in Council's quarterly guide)

- B. That council note that there were no event sponsorship related ticket allocations made to Councillors or council staff during this period.

Advice was received during the meeting that in relation to Recommendation Ab2, Softball Queensland have cancelled the events for the Softball Australia National U23 Men and U23 Women Championships therefore requiring this event sponsorship to be removed from the recommendation.

**RECOMMENDATION**

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Nicole Jonic:

- A. That Council note that the following event sponsorships were approved in the January – March 2021 period:**

**a. Event Sponsorships over \$15,000 ex GST endorsed by council:**

1. Ipswich Turf Club - \$20,000 ex GST financial support and additional in-kind support of star pickets and covers, rammer and rolls of barrier mesh (all to be returned at no cost to council) for the 2021 Ipswich Cup.
2. Limestone Events Inc. - \$10,000 ex GST cash support and the following in-kind support valued at \$12,000 ex GST for The Gathering:
  - Inclusion of a two page feature in Council's seasonal Quarterly Guide;
  - Inclusion on the Council funded Mt Ommaney Billboard promoting 2021 'Ipswich Festivals' initiatives;

- Erection of (existing) street banners along Brisbane Road to promote the event;
- Support from two staff from the City Events team during event delivery.

**b. Event Sponsorships under \$15,000 ex GST approved by the General Manager, Community, Culture and Economic Development:**

1. Rocky Trail Entertainment Limited - \$3,500 annually for 3 years – total \$10,500 ex GST for the Rocky Trail Fox Superflow Ipswich Enduro.
2. Ipswich District Teacher-Librarian Network - \$14,437.50 combined cash and in-kind support for the StoryArts Festival as follows:
  - \$6,000.00 ex GST financial support (venue fees and family performance fees)
  - \$6,437.50 incl GST in-kind support (waiving of Ipswich Civic Centre venue hire)
  - \$2,000.00 in-kind support (two page feature in Council's quarterly guide)

**B. That council note that there were no event sponsorship related ticket allocations made to Councillors or council staff during this period.**

**AFFIRMATIVE**

Councillors:

Fechner

Kunzelmann

Harding

Madsen

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**6. COMMUNITY FUNDING AND SUPPORT ALLOCATIONS STATUS REPORT 1 JULY 2020 TO 29 MARCH 2021**

This is a report concerning the year-to-date allocation of Council's Community Funding and Support Programs from 1 July 2020 to 29 March 2021.

In the 2020-2021 financial year Council allocated a total \$1,751,448 to support the Ipswich community through the Community Funding and Support Programs including special COVID-19 Recovery Funding.

As at 29 March 2021 Council had allocated approximately \$932,661.47 to around 160 Ipswich community groups, sporting organisations and small businesses.

There is approximately \$818,786.53 in funding remaining across the Community Funding and Support Programs for the remaining three months of the 2020-2021 financial year – primarily in the Community COVID-19 Recovery Support Program,

COVID-19 Ipswich Small Business Funding Program and the Councillor Discretionary Funds Program.

All successful applicants and projects are detailed in Attachment 1 and also reported online at [www.ipswich.qld.gov.au/services/funding-and-support](http://www.ipswich.qld.gov.au/services/funding-and-support) in accordance with Council's principles of transparency and the Community Funding and Support Policy.

**RECOMMENDATION**

Moved by Mayor Teresa Harding:  
Seconded by Councillor Kate Kunzelmann:

**That the report concerning the year-to-date allocation of Council's Community Funding and Support Programs from July 2020 to March 2021 be received and the contents noted.**

**AFFIRMATIVE**

Councillors:

Fechner

Kunzelmann

Harding

Madsen

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

**NOTICES OF MOTION**

Nil

**MATTERS ARISING**

Nil

**PROCEDURAL MOTIONS AND FORMAL MATTERS**

The meeting commenced at 12.33 pm.

The meeting closed at 1.10 pm.





**ECONOMIC AND INDUSTRY DEVELOPMENT COMMITTEE NO. 2021(03)**

**15 APRIL 2021**

REPORT OF THE ECONOMIC AND INDUSTRY DEVELOPMENT COMMITTEE  
FOR THE COUNCIL

**COUNCILLORS' ATTENDANCE:** Councillor Nicole Jonic (Chairperson); Mayor Teresa Harding, Councillors Jacob Madsen (Deputy Chairperson), Kate Kunzelmann and Andrew Fechner

**COUNCILLOR'S APOLOGIES:** Nil

**OFFICERS' ATTENDANCE:** Acting Chief Executive Officer (Sonia Cooper), General Manager Community, Cultural and Economic Development (Ben Pole), Manager Economic and Community Development (Cat Matson), Coordinator – Local Business and Investment (Ralph Breaden), Acting General Manager Corporate Services (Jeff Keech), Media and Communications Manager (Darrell Giles) and Theatre Technician (Ben Harth)

**DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

Nil

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**BUSINESS OUTSTANDING**

Nil

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**CONFIRMATION OF MINUTES**

1. **REPORT - ECONOMIC AND INDUSTRY DEVELOPMENT COMMITTEE NO. 2021(02) OF 11 MARCH 2021**

This is the report of the Economic and Industry Development Committee No. 2021(02) of 11 March 2021.

**RECOMMENDATION**

Moved by Councillor Andrew Fechner:  
Seconded by Councillor Kate Kunzelmann:

**That the report of the Economic and Industry Development Committee No. 2021(02) of 11 March 2021 be received and noted.**

AFFIRMATIVE

NEGATIVE

Councillors:  
Madsen  
Harding  
Kunzelmann  
Fechner  
Jonic

Councillors:  
Nil

The motion was put and carried.

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### **PRESENTATION**

#### **2. PRESENTATION - QUEENSLAND SMALL BUSINESS MONTH ACTIVITIES AND EVENTS**

A presentation from Ralph Breden, Coordinator Local Business and Investment, Ipswich City Council on the Queensland Small Business Month Activities and Events.

#### **RECOMMENDATION**

Moved by Councillor Andrew Fechner:  
Seconded by Mayor Teresa Harding:

**That the presentation be received and noted.**

AFFIRMATIVE  
Councillors:  
Madsen  
Harding  
Kunzelmann  
Fechner  
Jonic

NEGATIVE  
Councillors:  
Nil

The motion was put and carried.

[Live Stream of Economic and Industry Development Committee Meeting including the presentation](#)

### **OFFICER'S REPORTS**

Nil

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### **NOTICES OF MOTION**

Nil

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### **MATTERS ARISING**

Nil

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**PROCEDURAL MOTIONS AND FORMAL MATTERS**

The meeting commenced at 1.22 pm.

The meeting closed at 1.37 pm.

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**ENVIRONMENT AND SUSTAINABILITY COMMITTEE NO. 2021(03)**

**15 APRIL 2021**

REPORT OF THE ENVIRONMENT AND SUSTAINABILITY COMMITTEE  
FOR THE COUNCIL

**COUNCILLORS' ATTENDANCE:** Councillor Russell Milligan (Chairperson); Mayor Teresa Harding, Councillors Andrew Fechner (Deputy Chairperson), Jacob Madsen and Kate Kunzelmann

**COUNCILLOR'S APOLOGIES:** Nil

**OFFICERS' ATTENDANCE:** Acting Chief Executive Officer (Sonia Cooper), Acting General Manager Infrastructure and Environment (Sean Madigan), General Manager Planning and Regulatory Services (Peter Tabulo), General Manager Community, Cultural and Economic Development (Ben Pole), Acting General Manager Corporate Services (Jeff Keech), Manager Environment and Sustainability (Kaye Cavanagh), Communications, Engagement and Events Manager (Karyn Sutton), Executive Services Manager (Wade Wilson), Media and Communications Manager (Darrell Giles) and Theatre Technician (Ben Harth)

**DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

Nil

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**BUSINESS OUTSTANDING**

Nil

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**CONFIRMATION OF MINUTES**

1. **REPORT - ENVIRONMENT AND SUSTAINABILITY COMMITTEE NO. 2021(02) OF 11 MARCH 2021**

This is the report of the Environment and Sustainability Committee No. 2021(02) of 11 March 2021.

**RECOMMENDATION**

Moved by Councillor Andrew Fechner:  
Seconded by Mayor Teresa Harding:

**That the report of the Environment and Sustainability Committee No. 2021(02) of 11 March 2021 be received and noted.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Milligan

Nil

Fechner

Harding

Madsen

Kunzelmann

The motion was put and carried.

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### **OFFICER'S REPORT**

#### **2. LITTLE LIVERPOOL RANGE INITIATIVE UPDATE**

This report is regarding Council's continued support and partnership with the Turner Family Foundation and Queensland Trust for Nature for the Little Liverpool Range Initiative.

#### **RECOMMENDATION**

Moved by Councillor Andrew Fechner:

Seconded by Councillor Kate Kunzelmann:

**A. That Council extend the partnership with the Turner Family Foundation and Queensland Trust for Nature in the Little Liverpool Range Initiative for an additional 12 months.**

**B. That Council contribute a further \$14,800 in the 2021-2022 budget towards co-funding the continued employment of the Little Liverpool Range Initiative Project Officer.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Milligan

Nil

Fechner

Harding

Madsen

Kunzelmann

The motion was put and carried.

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### **NOTICES OF MOTION**

Nil

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**MATTERS ARISING**

Nil

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**PROCEDURAL MOTIONS AND FORMAL MATTERS**

The meeting commenced at 1.52 pm.

The meeting closed at 1.56 pm.

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**IPSWICH CENTRAL REDEVELOPMENT COMMITTEE NO. 2021(03)**

**15 APRIL 2021**

REPORT OF THE IPSWICH CENTRAL REDEVELOPMENT COMMITTEE  
FOR THE COUNCIL

**COUNCILLORS' ATTENDANCE:** Deputy Mayor Marnie Doyle (Chairperson); Councillors Teresa Harding, Kate Kunzelmann, Russell Milligan and Nicole Jonic (Deputy Chairperson)

**COUNCILLOR'S APOLOGIES:** Nil

**OFFICERS' ATTENDANCE:** Acting Chief Executive Officer (Sonia Cooper), Acting General Manager Infrastructure and Environment (Sean Madigan), Acting General Manager Corporate Services (Jeff Keech), Project Manager (Greg Thomas), Communications, Engagement and Events Manager (Karyn Sutton), Media and Communications Manager (Darrell Giles) and Theatre Technician (Ben Harth)

**DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA**

Nil

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**BUSINESS OUTSTANDING**

Nil

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**CONFIRMATION OF MINUTES**

1. **REPORT - IPSWICH CENTRAL REDEVELOPMENT COMMITTEE NO. 2021(02) OF 11 MARCH 2021**

This is the report of the Ipswich Central Redevelopment Committee No. 2021(02) of 11 March 2021.

**RECOMMENDATION**

Moved by Councillor Nicole Jonic:  
Seconded by Councillor Kate Kunzelmann:

**That the report of the Ipswich Central Redevelopment Committee No. 2021(02) of 11 March 2021 be received and noted.**

AFFIRMATIVE  
Councillors:

NEGATIVE  
Councillors:

Doyle Nil  
Harding  
Kunzelmann  
Milligan  
Jonic

The motion was put and carried.

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**OFFICERS' REPORTS**

2. **RETAIL SUB-PROJECT STEERING COMMITTEE REPORT NO. 9 - MARCH 2021**

This is a report concerning Report No. 9 (March 2021) from the Retail Sub-project Steering Committee on the status of the leasing program and associated developments with the retail component of the Nicholas Street Precinct redevelopment.

**RECOMMENDATION**

Moved by Mayor Teresa Harding:  
Seconded by Councillor Nicole Jonic:

**That the Retail Sub-project Steering Committee Report No. 9 for March 2021 be received and the contents noted.**

AFFIRMATIVE	NEGATIVE
Councillors:	Councillors:
Doyle	Nil
Harding	
Kunzelmann	
Milligan	
Jonic	

The motion was put and carried.

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3. **NICHOLAS STREET PRECINCT EXECUTIVE REPORT NO. 26 MARCH 2021**

This is a report concerning Executive Report No. 26 on the Nicholas Street Precinct Program of Works for March 2021.

**RECOMMENDATION**

Moved by Councillor Russell Milligan:  
Seconded by Councillor Nicole Jonic:

That the Nicholas Street Precinct Executive Report No. 26 for March 2021 be received and the contents noted.

### **SUPPLEMENTARY MOTION**

Mayor Teresa Harding proposed a supplementary motion:

That the current recommendation be renamed to A and that a recommendation B be added as outlined below.

B. That council officers consult with councillors regarding artworks on the Ground Floor, Level 1 and Level 8 of 1 Nicholas Street, Ipswich.

The mover and seconder of the original motion agreed to the supplementary motion.

### **RECOMMENDATION**

Moved by Councillor Russell Milligan:

Seconded by Councillor Nicole Jonic:

**A. That the Nicholas Street Precinct Executive Report No. 26 for March 2021 be received and the contents noted.**

**B. That council officers consult with councillors regarding artworks on the Ground Floor, Level 1 and Level 8 of 1 Nicholas Street, Ipswich.**

AFFIRMATIVE

NEGATIVE

Councillors:

Councillors:

Doyle

Nil

Harding

Kunzelmann

Milligan

Jonic

The motion was put and carried.

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#### **4. NICHOLAS STREET PRECINCT COMMUNICATIONS, ENGAGEMENT AND ACTIVATION MONTHLY REPORT**

This is a report concerning the communications, engagement and activation activity undertaken and planned for the Nicholas Street Precinct from February to the end of March 2021.

### **RECOMMENDATION**

Moved by Councillor Russell Milligan:

Seconded by Councillor Kate Kunzelmann:

**That the Nicholas Street Precinct: Communications, Engagement and Activation  
Monthly Report be received and the contents noted.**

AFFIRMATIVE

Councillors:

Doyle

Harding

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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**NOTICES OF MOTION**

Nil

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**MATTERS ARISING**

Nil

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**PROCEDURAL MOTIONS AND FORMAL MATTERS**

The meeting commenced at 2.08 pm.

The meeting closed at 2.28 pm.

Doc ID No: A6835236

ITEM: 15.1  
SUBJECT: APPOINTMENT OF DEPUTY MAYOR  
AUTHOR: MANAGER, EXECUTIVE SERVICES  
DATE: 12 APRIL 2021

### **EXECUTIVE SUMMARY**

This is a report concerning the appointment of the Deputy Mayor of Ipswich City Council.

### **RECOMMENDATION/S**

- A. That in line with the intent of the resolution dated 27 April 2020, Council declare the office of the Deputy Mayor vacant.**
- B. That Council appoint a Deputy Mayor from its Councillors.**

### **RELATED PARTIES**

Mayor and Councillors

### **ADVANCE IPSWICH THEME**

Listening, leading and financial management

### **PURPOSE OF REPORT/BACKGROUND**

Section 175 of the *Local Government Act 2009* requires a local government to appoint, by resolution, a Deputy Mayor from its Councillors (other than the Mayor) at the post-election meeting.

At the post-election meeting held 27 April 2020, Council resolved to appoint Councillor Marnie Doyle as Deputy Mayor and to declare the position of Deputy Mayor vacant after each twelve month period.

27 April 2020 resolution extract:

- A. That council resolve to appoint Councillor Marnie Doyle as Deputy Mayor.*
- B. That Council resolve to declare vacant the office of Deputy Mayor after each twelve month period of the 2020-2024 Council term and then appoint a new Deputy Mayor from its Councillors. The office of Deputy Mayor will be declared vacant, and subsequently appointed to, in accordance with Section 165 of the Local Government Act 2009.*

Where the office of Deputy Mayor is declared vacant by resolution, it must immediately appoint another Deputy Mayor from its councillors.

**LEGAL/POLICY BASIS**

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

**RISK MANAGEMENT IMPLICATIONS**

Council is required to appoint a Deputy Mayor in accordance with Section 165 of the *Local Government Act 2009*.

**FINANCIAL/RESOURCE IMPLICATIONS**

Nil

**COMMUNITY AND OTHER CONSULTATION**

The appointment of a Deputy Mayor is a legislative requirement which does not require consultation with the community or other parties.

**CONCLUSION**

As the appointment of Deputy Mayor is legislatively required to occur at the post-election meeting and where the office is resolved to be vacant or a resignation occurs, determination of this matter is sought from Council.

Wade Wilson

**MANAGER, EXECUTIVE SERVICES**

I concur with the recommendations contained in this report.

Sonia Cooper

**ACTING CHIEF EXECUTIVE OFFICER**

***“Together, we proudly enhance the quality of life for our community”***

Doc ID No: A6914375

ITEM: 15.2

SUBJECT: ADOPTION OF IFUTURE - IPSWICH CITY COUNCIL'S CORPORATE PLAN 2021-2026

AUTHOR: ACTING GENERAL MANAGER COORDINATION AND PERFORMANCE

DATE: 20 APRIL 2021

### **EXECUTIVE SUMMARY**

This is a report that recommends the adoption of iFuture - Ipswich City Council's Corporate Plan for 2021-2026. If adopted, iFuture, council's Corporate Plan 2021-2026, (**Attachment 1**) will replace Advance Ipswich and the current Corporate Plan 2017-2022. The inclusion of a 20-year community vision within iFuture provides council with a shared vision and consolidated plan.

iFuture has been developed following an extensive program of engagement both internally, and externally with the community.

Once adopted by Council, iFuture and all the attachments to this report will be made available on Shape Your Ipswich in the iFuture Project, and iFuture will also be housed on Council's website (with links to the Transparency and Integrity Hub for reporting and monitoring).

### **RECOMMENDATIONS**

- A. That Council adopt iFuture as its Corporate Plan for 2021-2026 effective from 1 July 2021, as detailed in Attachment 1, replacing Council's Advance Ipswich Plan and Corporate Plan 2017-2022.**
- B. That the Chief Executive Officer be authorised to update the Corporate Plan for 2021-2026 with any minor administrative changes as required.**

### **RELATED PARTIES**

There is no declaration of any actual, potential or perceived conflicts of interest with related parties.

### **ADVANCE IPSWICH THEME**

Listening, leading and financial management

## PURPOSE OF REPORT/BACKGROUND

In accordance with the *Local Government Act 2009*, councils in Queensland must have a Corporate Plan that shows the strategic direction for the council. The development of a new Corporate Plan to commence 1 July 2021 was committed to as a deliverable under council's Operational Plan 2020-21.

iFuture, council's Corporate Plan 2021-2026, (**Attachment 1**) will replace Advance Ipswich and the current Corporate Plan 2017-2022. The inclusion of a 20-year community vision within iFuture provides council with a shared vision and consolidated plan.

Generated through a comprehensive program of community stakeholder engagement, iFuture presents four themes:

1. Vibrant and Growing
2. Safe, Inclusive and Creative
3. Natural and Sustainable
4. A Trusted and Leading Organisation

It includes outcomes to achieve over the next 5 years, as well as catalyst projects and key service areas that contribute toward the achievement of the outcomes. Ongoing leadership and decision-making aligned to the plan will be required across council to ensure the vision and outcomes are achieved. It will provide council with a leading strategic document that will guide decision-making to prioritise projects and services to develop our Annual Plan. The implementation of iFuture will be monitored through council's Quarterly and Annual Reports that report progress of the Annual Plan and in turn iFuture.

As a legislative requirement, council must show how it will measure its progress towards achieving its vision. iFuture identifies how council will measure its progress under each theme. A reporting matrix (**Attachment 2**) provides the measures that will be used to monitor the progress. Whilst there may be other performance measures that may be appropriate to monitor council's progress, the list in the plan itself is not exhaustive and additional measures will be used over time to monitor performance and achievements. Reporting on the progress of iFuture will be made available on Council's Transparency and Integrity Hub.

## LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:

***Local Government Act 2009 (LGA)***

***Local Government Regulation 2012 (LGR)***

***Human Rights Act 2019 (Qld) (HRA)***

***Human Rights Act Policy (ICC)***

A Human Rights Impact Assessment (**Attachment 3**) has been completed to ensure the vision and outcomes of iFuture is consistent with the protection of human rights under the *Human Rights Act 2019 (Qld)*. In summary, iFuture provides a strategic framework under



which council's operations occur, and through the achievement of the outcomes, the plan positively contributes toward the protection and promotion of many of the human rights. At a more granular level, projects and other council activities carried out in accordance with this plan are still required to comply with council's Human Rights Policy and consider impacts on human rights during planning.

### **RISK MANAGEMENT IMPLICATIONS**

The *Local Government Act 2009* and *Local Government Regulation 2012* require a corporate plan to be developed and adopted to cover five financial years. The current Corporate Plan is in effect until 30 June 2022, however, a decision was made to expedite the development of a new Corporate Plan. Given the unprecedented changes that have occurred within Ipswich over the past few years, coupled with the projected growth, a refreshed vision and plan was needed to guide future decision-making during annual planning. The decision was in part influenced by the removal of the legislative requirement for councils to have community plans separate from corporate plans. Council's most recent community plan was developed in 2015 (Advance Ipswich). iFuture includes a 20-year community vision statement that has been based on a robust program of community engagement, providing a consolidated plan and shared vision for the City.

### **FINANCIAL/RESOURCE IMPLICATIONS**

The monitoring of the implementation of iFuture will require a commitment (both people and financial) to implement and monitor the achievement of the outcomes of the plan. Resourcing will be absorbed within the Performance Branch for annual planning processes and monitoring its implementation through quarterly and annual reporting. However, monitoring the progress of iFuture will require some ongoing financial investment. A Community Perception Survey has been identified as one of the measures that can provide an indication of how the community perceives how council and the city is progressing the outcomes of iFuture. The survey will be undertaken through several channels including but not limited to market research and online tools. Baseline data from an initial survey will be carried out in July 2021, followed by subsequent annual surveys that can be benchmarked against year on year. An initial investment to carry out the first Community Perception Survey will be required, and built into the 2021-2022 annual budget, with subsequent surveys requiring less investment to replicate. It is anticipated that the first Community Perception Survey budget allocation required is less than \$50,000.

### **COMMUNITY AND OTHER CONSULTATION**

In accordance with the *Local Government Act 2009* the development of the corporate plan must include community engagement. iFuture has been developed following an extensive program of engagement both internally, and externally with the community. The plan has been based upon meaningful and representative community-wide and staff engagement. Direct engagement with 2,017 participants – 1,530 community members, 9 elected representatives and 478 Council staff occurred between August 2020 and February 2021. Additionally, approximately 18,000 people were informed of the project, providing them with direct opportunities to participate.

The engagement program was underpinned by best practice community engagement principles and practices, developed and promoted by the International Association of Public Participation (IAP2). During the public engagement phases, the demographic representativeness of participants was tracked against Ipswich's community profile (using the 2016 census data where applicable) for five demographics – age, gender, cultural background, division and connection to Ipswich. Targeted communications and promotional strategies were used to increased under-represented demographics that emerged throughout the engagement.

There were three community engagement phases throughout the project, with each building on and refining the previous which included:

- Phase 1: Futures visioning with community and staff representatives
- Phase 2: Community wide engagement on the draft vision
- Phase 3: Community wide consultation on the draft iFuture plan.

During phase 3, the draft iFuture plan was available to the community for comment for the month of February 2021. The aim of this engagement was to check in with the community to understand if the community input received at Phase 2 was understood and translated into the draft iFuture plan. Generally, there was agreement that the plan was 'right'. However, based on feedback received during February there were a number of amendments made. For transparency purposes, all amendments to the February version of the vision and themes have been detailed in the iFuture Decision Register (**Attachment 4**).

The full Community Engagement Report for iFuture that outlines the approach and detailed results of the community engagement program at each phase is included in **Attachment 5**.






Once adopted by Council, iFuture and all the attachments to this report will be made available on Shape Your Ipswich in the iFuture Project, and iFuture will also be housed on Council's website (with links to the Transparency and Integrity Hub for reporting and monitoring).

The recommendations for this report include the ability for the Chief Executive Officer to update iFuture as required with minor administrative changes. Minor administrative changes include, for example, updating the plan with the name and photo of a permanent Chief Executive Officer (following the current recruitment process).

## **CONCLUSION**

**IFUTURE WILL COMMENCE 1 JULY 2021 AND WILL REPLACE ADVANCE IPSWICH AND THE CURRENT CORPORATE PLAN 2017-2022. IT WAS A COMMITMENT UNDER COUNCIL'S OPERATIONAL PLAN 2020-2021. GIVEN THE UNPRECEDENTED CHANGES THAT HAVE OCCURRED WITHIN IPSWICH OVER THE PAST FEW YEARS, A REFRESHED VISION AND PLAN WAS NEEDED TO PROVIDE COUNCIL WITH A LEADING STRATEGIC DOCUMENT THAT WILL GUIDE DECISION-MAKING DURING ANNUAL PLANNING. IFUTURE HAS BEEN DEVELOPED FOLLOWING AN EXTENSIVE PROGRAM OF ENGAGEMENT BOTH INTERNALLY, AND**

**EXTERNALLY WITH THE COMMUNITY, AND PROVIDES A SHARED VISION AND PLAN FOR THE CITY. ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS**

1.	iFuture - 2021-2026 ( <i>under separate cover</i> ) 
2.	iFuture - Measuring Progress ( <i>under separate cover</i> ) 
3.	iFuture - Human Rights Impact Assessment ( <i>under separate cover</i> ) 
4.	iFuture - Decisions Register ( <i>under separate cover</i> ) 
5.	iFuture - Community Engagement Report ( <i>under separate cover</i> ) 

Barbara Dart

**ACTING GENERAL MANAGER COORDINATION AND PERFORMANCE**

I concur with the recommendations contained in this report.

Sonia Cooper

**ACTING CHIEF EXECUTIVE OFFICER**

***“Together, we proudly enhance the quality of life for our community”***



Doc ID No: A7151734

ITEM: 15.3

SUBJECT: CEO ORGANISATION PERFORMANCE REPORT FOR MARCH 2021

AUTHOR: ACTING CHIEF EXECUTIVE OFFICER

DATE: 20 APRIL 2021

### **EXECUTIVE SUMMARY**

In response to the expectations of the community and their elected representatives to increase good governance, transparency and integrity, a new Chief Executive Officer report will be provided to the Council each month.

The intent is to provide a high-level report on significant and important matters, key performance priorities, corporate risks and matters on which the Council is engaging with the community.

This is the first of these reports and it is intended that the reporting will be refined and matured as we move forward.

### **RECOMMENDATION**

**That the report be received and the contents noted.**

### **BACKGROUND**

From April 2021 onwards, a monthly Chief Executive Officer (CEO) organisational performance report will be submitted to the Council. A monthly CEO report on the performance of the organisation is good governance and is in place in other local governments and organisations. This first monthly report has been developed taking guidance from the Australian Institute of Company Directors guide on effective Board meeting agendas.

### **CURRENT SIGNIFICANT MATTERS FOR NOTING**

At its March 2021 meeting, the Council appointed an acting CEO to take up the role on 12 April, following the resignation of the incumbent CEO. Handover activities were undertaken in late March and early April to mitigate the risks during this transition period.

Significant work has occurred during March 2021 on the finalisation of the new five-year Corporate Plan and the development of the draft budget for the 2021-2022 financial year.

This has included briefings and workshops for the Mayor and Councillors with the senior leadership team and work by leaders across the organisation to review and finalise the draft budget.

Through a major program of work, practical completion was achieved on the new Council Administration Building that Council has named 1 Nicholas Street. Significant work continues to transition the majority of Council's workforce to the 1 Nicholas Street building with the target date of 28 June 2021. Delivery and installation of workstations (desks), audio-visual equipment and ICT are key milestones that need to be met to achieve this date.

#### Update on Corporate and Operational Plan implementation

Through a multi-channel consultation and stakeholder engagement process, Council has developed a draft Corporate Plan - iFuture 2021-2026. The draft Corporate Plan includes a community vision for 2041 and is also before Council at the April 29 Ordinary meeting. If adopted, the new plan will commence on 1 July 2021.

Council's most recent quarterly report (Oct-Dec) is available for public viewing on Council's website. The quarterly report for Jan-Mar period will be presented at the May Council Ordinary Meeting. The link for reports is:

[https://www.ipswich.qld.gov.au/about\\_council/media/corporate\\_publications/operational\\_plan](https://www.ipswich.qld.gov.au/about_council/media/corporate_publications/operational_plan)

## MAJOR KEY PERFORMANCE INDICATORS

### *Workplace Health and Safety*

Council's Lost Time Injury Frequency Rate (LTIFR) is currently lower than the three-year average. However, the leadership team is monitoring and moving to take further preventative and educative action as the rate has increased over the past six months. There has been an increase in the number of interactions reported by Council's Mental Health First Aid Officers over the past two months, and these have been followed up and referred where required.

- **Council's LTIFR** of 6.55 is lower than the three-year average of 12.2
- **LTIFR severity rate** 25.9 (represents number of days lost)

### *People and Culture*

- Council's employee numbers as at 31 March 2021 are: 1047 full-time, 123 part-time, 111 casual; and 121 contingency.
- Turnover rate has decreased over the last twelve months and is currently tracking at 8.3% (*Last quarter the turnover rate was 10.52% for the end of December 2020*)

### *Finance*

Council's current result is ahead of the operating year to date (YTD) budget, as recently amended by Council, and this trend is likely to continue towards financial year end. The materials and services current favourable variance may reduce as programs are delivered in the last quarter. Year to date, the net result (including capital revenues) for Ipswich City

Council as at 31 March 2021 is \$51.7 million compared to the YTD budget of \$55.3 million. Council's operating deficit (excluding capital revenue) is approximately \$2.6m compared to the YTD budget deficit of \$8.6 million.

Council's financial performance report is tabled via a separate report to Council every month and is included on this meeting's agenda.

### ***Capital Delivery Program 2020-2021***

The Infrastructure and Environment Department (IED) is responsible for the constructed and natural assets of the city and manages Council's roads, traffic systems, building, parks, drains and natural areas. Management of council's environmental and sustainability responsibilities includes conservation, waste, stormwater, cultural heritage and emergency events.

Overall Council achieved a satisfactory result for the month of March, given the wet weather encountered. All construction activities were affected to some extent, with the major impact being felt in the asphalt and bitumen resealing program. The majority of significant procurement activities for the 2020-2021 financial year are now substantially complete with external construction crews engaged on a number of projects.

Fleet CAPEX replacement is under pressure from delay in supply of all major plant and trucks, with current lead time for delivery is extending out to 18 months. There are 14 assets totalling \$2,061,276 that are now projected for delivery into FY22.

## **RISK AND COMPLIANCE UPDATE**

### ***Corporate Risk Register***

Council's corporate risk register is reported through Council's Audit and Risk Management Committee which is held on a quarterly basis. Council's corporate risk register is reviewed and updated every two months at the Executive Leadership Team (ELT) Risk Committee meeting. Any exception reporting, emerging risks or major risk events are identified here for the reporting period of March 2021.

The ELT Risk Committee in December 2020 approved and endorsed the 5 Year Risk Maturity Road Map for 2021 to 2025, which means the identified activities for each year will be developed and implemented in that calendar year.

Exceptions/Issues to report:

Following an incident, Council was requested to produce documents by the Queensland Workplace Health and Safety Regulator on how we assess our contractors. These documents were provided as required. The Risk and Insurance Section are working with the Procurement Branch to further assess the risk of contracts and any necessary levels of insurance.

### ***Legal Matters***

An overview of all current active court proceedings (excluding Planning and Environment Court matters which are already the subject of a monthly Court Action Status Report by the

Planning and Regulatory Services Department) and all significant legal matters that are not the subject of court proceedings is provided at **Confidential Attachment 2** to this report.

Matters that are not the subject of court proceedings will be considered significant where:•  
they concern subject matter of significant public interest/concern; and/or

- where their outcome may present significant financial value/impact for Council; and/or
- where their outcome may set important precedent for Council.

Generally significant non-court matters will only be reported where they are the subject of dispute and management of that dispute is being administered by Legal Services (as opposed to where Legal Services' involvement is ad-hoc or limited to the provision of internal advice), or where they concern a significant project for Council.

The detail reported in respect of each matter listed has been provided with privacy, confidentiality and legal professional privilege (and the requirement to maintain same) in mind.

## CURRENT CONSULTATION MATTERS

Shape Your Ipswich is Ipswich City Council's digital engagement platform where Council uses a range of digital techniques to connect with the community and promote any events associated with the consultation project. The below tables highlight those projects that are currently open and those that are anticipated to go live in the coming month. You can view all projects that are open, active (keep in touch projects) and those that have closed at <https://shapeyouripswich.com.au/>

### Projects currently open on Shape Your Ipswich

Project Name	Project Lead (Council Department)	Purpose of engagement
iFuture	Coordination & Performance Department	Inform the community on: <ul style="list-style-type: none"><li>• The purpose of the project</li><li>• Why it is being undertaken</li><li>• Previous engagement carried out to develop the draft plan</li></ul> Disclosure of the draft iFuture plan for consultation. (This will move to a closed project in the next month)
Flick the 'swich 2020	Coordination & Performance Department	Inform the community on the Child, Youth & Families Policy, and the community engagement undertaken to support this. (This will move to an active project in the next month)



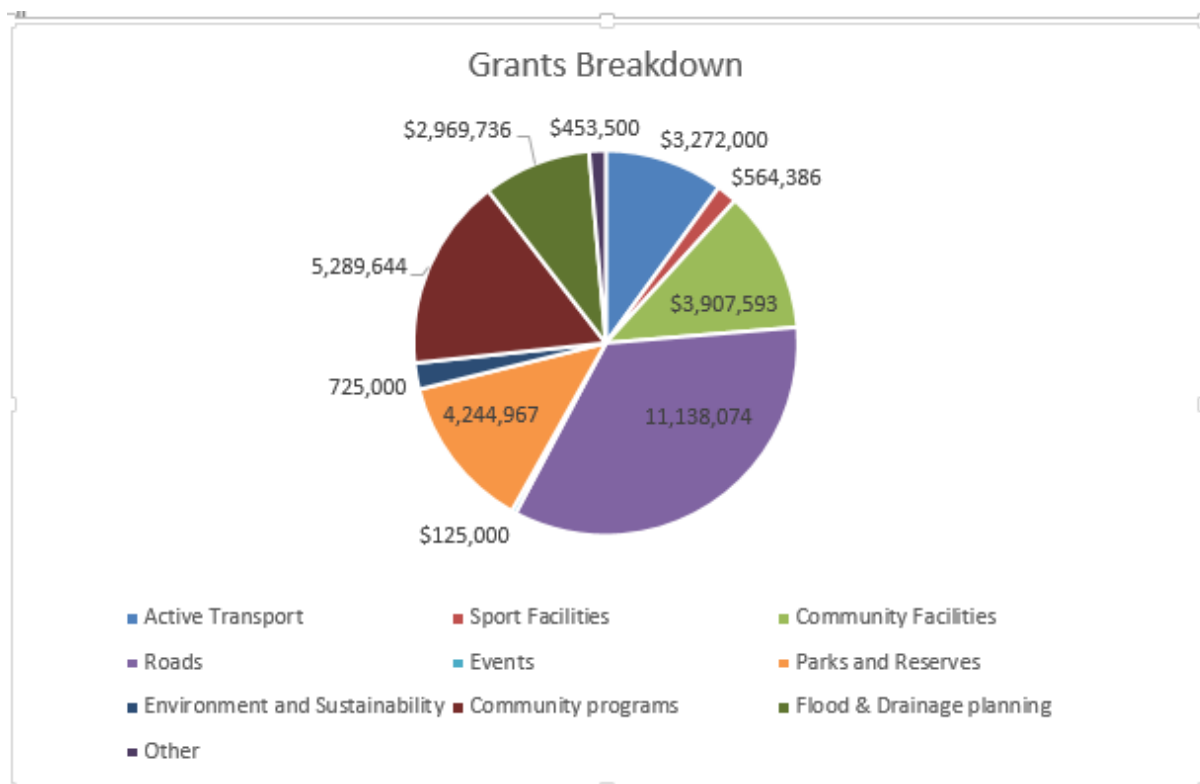
Ipswich Central	Community, Cultural & Economic Development Department	Inform community on the redevelopment of central Ipswich. Consultation on CBD planning and development.
Remondis Waste to Energy Facility	Planning & Regulatory Services Department	Links to where the community can find out further information about the project, and how they can participate in the assessment and approvals process.
Transparency & Integrity Hub	Coordination & Performance Department	Inform community about the project and link to the Transparency & Integrity Hub website.
Waste & Circular Economy	Planning & Regulatory Services Department	Inform community of when the policy directive was implemented and why. Disclosure of the Waste & Circular Economy Transformation Directive policy. Education on the waste stream / key data sets. Links to similar projects of interest.

**Projects that may open in the next month (if go live date known it is shown)**

Project Name	Project Lead (Council Department)	Purpose of engagement
Reducing our Waste ( <i>go live 19 April</i> )	Infrastructure & Environment Department	Consultation on proposed Resource Recovery Strategy & Implementation Plan
Strengthening Ipswich Communities Plan	Planning & Regulatory Services Department	Consultation on council's 20 year Social Infrastructure Plan
Urban Heat Island Research Project	Infrastructure & Environment Department	Consultation on community experience of the urban heat environment Partnership with Griffith University & University of the Sunshine Coast
Sustainability Strategy	Infrastructure & Environment Department	Consultation on draft strategy (supports Sustainability Policy)

## EXTERNAL FUNDING

Councils in Queensland receive funding from the Federal and State Governments. Council currently has \$32,689,500.00 grants active. A breakdown summary is provided:



## COUNCIL RESOLUTIONS

The number of resolutions finalised between 27 April 2020 and 21 April 2021: **241**

The number of resolutions in progress at 21 April 2021: **86**

1.	Actions Report - 27 April 2020 to 21 April 2021 <a href="#">Download</a>
2.	CONFIDENTIAL Legal Services Confidential Attachment for CEO Organisation Performance Report for March 2021

Item 15.3 / Attachment 1.

**IPSWICH CITY COUNCIL ACTIONS REPORT**

Total Actions in progress: 86  
Total Actions completed: 241

Printed: Wednesday, 21 April 2021 11:30:01 AM  
Date From: 27/04/2020  
Date To: 21/04/2021

**COMMUNITY, CULTURE, ARTS AND SPORT COMMITTEE**

**Actions in progress: 5**

Meeting	Department	Item	Title	Status
Community, Culture, Arts and Sport Committee 17/09/2020	Community, Cultural and Economic Development Department	5	Rosewood Community Centre	In progress
Community, Culture, Arts and Sport Committee 11/02/2021	Community, Cultural and Economic Development Department	3	Welcoming Cities Membership	In progress
Community, Culture, Arts and Sport Committee 11/02/2021	Community, Cultural and Economic Development Department	4	Ipswich City Heart Cabs Review	In progress
Community, Culture, Arts and Sport Committee 11/03/2021	Community, Cultural and Economic Development Department	2	New Lease over Riverview Community Centre, 138 Old Ipswich Road, Riverview	In progress
Community, Culture, Arts and Sport Committee 11/03/2021	Infrastructure and Environment Department	6	Notice of Motion - Civic Celebrations	In progress

**Actions completed: 10**

Meeting	Department	Item	Title	Status
Community, Culture, Arts and Sport Committee 20/08/2020	Corporate Services Department	2	Proposed Children, Young People and Families Policy	Completed
Community, Culture, Arts and Sport Committee 20/08/2020	Community, Cultural and Economic Development Department	3	Community Funding Programs	Completed
Community, Culture, Arts and Sport Committee 17/09/2020	Community, Cultural and Economic Development Department	1	2021 Ipswich Show Holiday	Completed
Community, Culture, Arts and Sport Committee 17/09/2020	Community, Cultural and Economic Development Department	2	Ipswich Australia Day Awards and Selection Panel	Completed
Community, Culture, Arts and Sport Committee 17/09/2020	Community, Cultural and Economic Development Department	6	2020 Christmas in Ipswich Program	Completed
Community, Culture, Arts and Sport Committee 19/11/2020	Coordination and Performance Department	3	Living in Ipswich Pilot Survey Results	Completed
Community, Culture, Arts and Sport Committee 11/02/2021	Community, Cultural and Economic Development Department	2	2021 Ipswich Art Awards Program	Completed
Community, Culture, Arts and Sport Committee 11/02/2021	Community, Cultural and Economic Development Department	5	Event Sponsorship - The Gathering	Completed
Community, Culture, Arts and Sport Committee 11/02/2021	Community, Cultural and Economic Development Department	6	Event Sponsorship - Ipswich Cup	Completed
Community, Culture, Arts and Sport Committee 11/02/2021	Community, Cultural and Economic Development Department	7	Christmas Wonderland Income Disbursement to Local Charities	Completed

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<b>IPSWICH CITY COUNCIL ACTIONS REPORT</b>		Printed: Wednesday, 21 April 2021 11:30:01 AM
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**COUNCIL**

**Actions in progress: 34**

Meeting	Department	Item	Title	Status
Council 28/07/2020	Corporate Services Department	15.4	Disposal of Council Administration Assets	In progress
Council 26/11/2020	Coordination and Performance Department	5	Condolence	In progress
Council 28/07/2020	Coordination and Performance Department	12	Mayoral Minutes – Waste and Mining Clean Slate for Ipswich	In progress
Council 10/12/2020	Infrastructure and Environment Department	16.3	Notice of Motion - Upgrading of Unmaintained Roads	In progress
Council 28/01/2021	Planning and Regulatory Services Department	15.1	Review of Footpath Dining	In progress
Council 28/01/2021	Corporate Services Department	15.1 1	Nicholas Street Precinct Cinema Complex Operator	In progress
Council 28/01/2021	Coordination and Performance Department	15.1 3	Nicholas Street Precinct Community Safety & Activation Engagement Report	In progress
Council 28/01/2021	Planning and Regulatory Services Department	15.4	Major Amendment of the Water Netserv Plan 2020	In progress
Council 28/01/2021	Coordination and Performance Department	15.8	Nicholas Street Precinct Stage 3 - Repeal of Previous Council Decision	In progress
Council 28/01/2021	Corporate Services Department	16.1	Notice of Motion - Amendment of Previous Resolution	In progress
Council 28/01/2021	Community, Cultural and Economic Development Department	16.2	Notice of Motion - Council's Support for the expansion of the TAFE Qld Springfield Campus	In progress
Council 28/01/2021	Community, Cultural and Economic Development Department	16.3	Notice of Motion - Ipswich City Council Commitment - Ipswich Central to Springfield Central Rail Corridor - Options Analysis	In progress
Council 28/01/2021	Corporate Services Department	16.5	Notice of Motion - Ti-Tree Bio Energy Contributions on the Transparency and Integrity Hub	In progress
Council 25/02/2021	Corporate Services Department	13.1	Unreasonable Customer Conduct Policy	In progress
Council 25/02/2021	Infrastructure and Environment Department	15.1	Resolution to close public land - 2020-2021 Fire Season fuel reduction program	In progress
Council 25/02/2021	Infrastructure and Environment Department	15.2	Public Monuments and Memorials - Assessment of Applications	In progress
Council 25/02/2021	Infrastructure and Environment Department	15.3	Ti Tree Bioenergy Payments - Project Development Process and Governance Framework	In progress
Council 25/02/2021	Coordination and Performance Department	15.4	Local Roads and Community Infrastructure Program (Round 2) Funding Allocation	In progress
Council 25/02/2021	Infrastructure and Environment Department	15.5	Naming of Your Places and Spaces - Community Engagement Report	In progress
Council 25/02/2021	Corporate Services Department	16.1	Notice of Motion - Property Valuations	In progress
Council 25/03/2021	Coordination and Performance Department		Mayoral Minute - Recruitment of Chief Executive Officer	In progress
Council 25/03/2021	Community, Cultural and Economic Development Department	12.1	Mayoral Minute - Civic Events Policy	In progress
Council 25/03/2021	Corporate Services Department	12.2	Mayoral Minute - Appointment of Acting Chief Executive Officer	In progress
Council 25/03/2021	Coordination and Performance Department	13.1	Drug & Alcohol Policy (Councillors)	In progress
Council 25/03/2021	Coordination and Performance Department	15.1	Naming of Your Places and Spaces - Community Engagement Report	In progress
Council 25/03/2021	Infrastructure and Environment Department	15.2	Mowing Season 2020-2021	In progress
Council 25/03/2021	Coordination and Performance Department	15.4	Memorabilia Items	In progress
Council 25/03/2021	Corporate Services Department	15.6	Councillor Integrity Policy Package - Review	In progress
Council 25/03/2021	Corporate Services Department	15.8	2020-21 Budget Amendment - March 2021	In progress

## Item 15.3 / Attachment 1.

IPSWICH CITY COUNCIL ACTIONS REPORT			Printed: Wednesday, 21 April 2021 11:30:01 AM	
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Council 25/03/2021	Community, Cultural and Economic Development Department	16.1	Notice of Motion - Civic Celebrations	In progress
Council 25/03/2021	Community, Cultural and Economic Development Department	16.2	Notice of Motion - Customer Service	In progress
Council 25/03/2021	Infrastructure and Environment Department	16.3	Notice of Motion - Expedited Kerb and Channel Program	In progress
Council 25/03/2021	Coordination and Performance Department	7	Presentation of Petition - Building of Fence at Tony Merrell Park, Leichhardt	In progress
Council 15/04/2021	Corporate Services Department	CM1	Local Government Delivery Partner Guarantee - Brisbane Olympic & Paralympic Bid 2032	In progress

## Actions completed: 89

Meeting	Department	Item	Title	Status
Council 27/04/2020	Coordination and Performance Department	E.1	Transparency and Integrity Hub	Completed
Council 27/04/2020	Planning and Regulatory Services Department	F.1	Correcting an administrative error with respect to the effective day of commencement of the TLPI No.2/2020	Completed
Council 27/04/2020	Corporate Services Department	G.10	Cherish the Environment Foundation - Council Representatives	Completed
Council 27/04/2020	Corporate Services Department	G.11	Rates relief in response to COVID-19	Completed
Council 27/04/2020	Community, Cultural and Economic Development Department	G.12	Community Donation Request - Requests Exceeding \$15,000 In the 2019-2020 Financial Year	Completed
Council 27/04/2020	Corporate Services Department	G.13	Delegation to CEO to enter into contract under Local Buy Contract for the supply of electricity for small contestable sites	Completed
Council 27/04/2020	Corporate Services Department	G.14	Delegation of Council Powers and Functions to Chief Executive Officer	Completed
Council 27/04/2020	Coordination and Performance Department	G.15	Extension of Ranbury Management Group Contract, Nicholas St - Ipswich Central Project	Completed
Council 27/04/2020	Coordination and Performance Department	G.2	Appointment of Deputy Mayor	Completed
Council 27/04/2020	Coordination and Performance Department	G.3	Date and Form of Future Council Meetings	Completed
Council 27/04/2020	Coordination and Performance Department	G.4	Councillor members of the Audit and Risk Management Committee	Completed
Council 27/04/2020	Coordination and Performance Department	G.5	Nomination of a District Representative to the LGAQ Policy Executive	Completed
Council 27/04/2020	Infrastructure and Environment Department	G.6	Appointment of the Chairperson and Deputy Chairperson of the City of Ipswich Local Disaster Management Group	Completed
Council 27/04/2020	Infrastructure and Environment Department	G.7	Appointment of members to the Ipswich Rivers Improvement Trust	Completed
Council 27/04/2020	Coordination and Performance Department	G.8	Shareholder Representative for Ipswich City Council's Controlled Entities	Completed
Council 26/05/2020	Infrastructure and Environment Department	1.1	Full Report on the health and management of the Bremer River and Ipswich waterways	Completed
Council 26/05/2020	Corporate Services Department	2.1	Cherish the Environment Foundation Limited - 2018-2019 Financial Statements and Final Management Report	Completed
Council 26/05/2020	Coordination and Performance Department	3.2	Cherish the Environment Foundation - Council Representatives	Completed
Council 26/05/2020	Corporate Services Department	4.1	Notice of Motion - Use of captioning on live stream meetings	Completed
Council 26/05/2020	Planning and Regulatory Services Department	5.2	Notice of Motion - Recognition of David Pahlke - amended at Council to Report on Community Assets and Infrastructure named after dismissed councillors	Completed
Council 26/05/2020	Community, Cultural and Economic	6.1	Quarterly Performance Report - Q3	Completed

## Item 15.3 / Attachment 1.

IPSWICH CITY COUNCIL ACTIONS REPORT			Printed: Wednesday, 21 April 2021 11:30:01 AM	
Total Actions in progress: 86			Date From: 27/04/2020	
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	Development Department		19/20FY	
Council 26/05/2020	Coordination and Performance Department	8.3	Establishment of Ipswich Central Redevelopment Standing Committee	Completed
Council 26/05/2020	Infrastructure and Environment Department	G1	PETITION	Completed
Council 17/06/2020	Coordination and Performance Department	E.10	Change of time of Council Ordinary Meeting scheduled for 30 June 2020	Completed
Council 17/06/2020	Infrastructure and Environment Department	E.11	Remondis Deed of Settlement and Variation	Completed
Council 17/06/2020	Corporate Services Department	E.2	Buy Ipswich Approach	Completed
Council 17/06/2020	Corporate Services Department	E.3	Tender Consideration Plan - Polaris Data Centre Consolidation	Completed
Council 17/06/2020	Corporate Services Department	E.4	Tender Consideration Plan - Pathway Software Licencing, Maintenance and Support	Completed
Council 17/06/2020	Corporate Services Department	E.5	Tender Consideration Plan - iFerret Maintenance	Completed
Council 17/06/2020	Corporate Services Department	E.6	Contracts extended under Local Government Regulation 2012 - s235 (c) - May 2020	Completed
Council 17/06/2020	Corporate Services Department	E.7	Contract Extension - Safe City Monitoring	Completed
Council 17/06/2020	Corporate Services Department	E.8	Contract Extension - Supply of parking machines and associated systems	Completed
Council 17/06/2020	Corporate Services Department	E.9	Proposed Repeal - Sale of Land for Overdue Rates and Charges	Completed
Council 30/06/2020	Coordination and Performance Department	15.1	Finalisation of Funding Agreement and Variation Deeds for Brisbane Lions Stadium	Completed
Council 30/06/2020	Coordination and Performance Department	15.2	Representation on the Darling Downs-Moreton Rabbit Board	Completed
Council 30/06/2020	Infrastructure and Environment Department	15.3	Resolution to Close Public Land - 2020-2021 Fire Season Fuel Reduction Program	Completed
Council 30/06/2020	Corporate Services Department	15.4	Supply of Electricity for Small Contestable Sites under Local Buy Contract	Completed
Council 30/06/2020	Planning and Regulatory Services Department	16.1	Notice of Motion - Ipswich Community Cat Program	Completed
Council 30/06/2020	Infrastructure and Environment Department	16.2	Notice of Motion - Repeal of Council Decision regarding the 40km/h school zone on Augusta Parkway, Augustine Heights	Completed
Council 30/06/2020	Corporate Services Department	4	MAYORAL MINUTE	Completed
Council 30/06/2020	Coordination and Performance Department	5	CONDOLENCES	Completed
Council 30/06/2020	Corporate Services Department	5.1	Adoption of the 2020-2021 Budget and associated matters	Completed
Council 30/06/2020	Community, Cultural and Economic Development Department	5.10	Community Funding and Support Programs	Completed
Council 30/06/2020	Coordination and Performance Department	5.2	Ipswich City Council Operational Plan 2020-2021	Completed
Council 30/06/2020	Corporate Services Department	5.3	Proposed 2020-2021 Fees and Charges	Completed
Council 30/06/2020	Corporate Services Department	5.4	Rates relief in response to COVID-19	Completed
Council 30/06/2020	Corporate Services Department	5.5	Overall Plan for the Rural Fire Resources Levy Special Charge	Completed
Council 30/06/2020	Corporate Services Department	5.6	Concession for General Rates - various properties	Completed
Council 30/06/2020	Corporate Services Department	5.7	Concession for General Rates - 4 Cribb Street, SADLIERS CROSSING QLD 4305	Completed
Council 30/06/2020	Corporate Services Department	5.8	Rate Concession - Charitable, Non Profit/Sporting Organisation	Completed
Council 30/06/2020	Coordination and Performance Department	5.9	Councillor Discretionary Funds	Completed
Council 28/07/2020	Coordination and Performance Department	12	Mayoral Minutes	Completed
Council 28/07/2020	Corporate Services Department	12.2	MAYORAL MINUTE	Completed



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Council 28/07/2020	Coordination and Performance Department	15.1	2020 Committee and Council Meetings	Completed
Council 28/07/2020	Corporate Services Department	15.2	MustDo Brisbane Engagement	Completed
Council 28/07/2020	Coordination and Performance Department	15.4	Disposal of Council Administration Assets	Completed
Council 27/08/2020	Coordination and Performance Department		Councillor Committee Membership and Conference Delegates	Completed
Council 27/08/2020	Community, Cultural and Economic Development Department		Notice of Motion - Food Truck Friendly Council	Completed
Council 27/08/2020	Coordination and Performance Department		Quarter 4 - Operational Plan 2019-2020 Quarterly Performance Report	Completed
Council 27/08/2020	Coordination and Performance Department	13.1 .1	Suspected Inappropriate Conduct of a Councillor	Completed
Council 24/09/2020	Corporate Services Department	15.1 5.6	Cameron Park - Swifts Leagues Club Ltd	Completed
Council 24/09/2020	Infrastructure and Environment Department	15.2	Inland Rail	Completed
Council 24/09/2020	Coordination and Performance Department	15.4	Naming of Your Places and Spaces - Community Engagement Report	Completed
Council 22/10/2020	Corporate Services Department	15.3	Rates Concession - 132 Eagle Street, Redbank Plains	Completed
Council 5/11/2020	Coordination and Performance Department	1.1	Adoption of Ipswich City Council's Annual Report 2019-2020	Completed
Council 5/11/2020	Infrastructure and Environment Department	1.2	Finalisation of Leasing Negotiations for cinema operator in the Nicholas Street Precinct.	Completed
Council 5/11/2020	Corporate Services Department	1.3	Chief Executive Officer Annual Performance Appraisal Policy	Completed
Council 26/11/2020	Planning and Regulatory Services Department	13.1	Designation of Nicholas Street Mall	Completed
Council 26/11/2020	Coordination and Performance Department	15.1	Consideration of Councillor Advisors and amendment of Councillor Expenses Reimbursement and Administrative Support and related Policies	Completed
Council 26/11/2020	Coordination and Performance Department	15.2	Legislative Amendments to Council Meetings Policies	Completed
Council 26/11/2020	Coordination and Performance Department	15.3	Council, Committee Meetings and Briefings/Workshop dates for 2021 and January 2022	Completed
Council 26/11/2020	Coordination and Performance Department	15.8	Sub-regional Waste Alliance - Expression of Interest for Resource Recovery and/or Waste Disposal Services	Completed
Council 26/11/2020	Coordination and Performance Department	15.9	Advisory Panel for Chief Executive Officer Annual Performance Appraisal	Completed
Council 26/11/2020	Planning and Regulatory Services Department	16.1	Notice of Motion - Footpath Dining	Completed
Council 10/12/2020	Coordination and Performance Department	13.1	Council, Committee Meetings and Briefings/Workshop dates for 2021 and January 2022	Completed
Council 10/12/2020	Coordination and Performance Department	13.2	Recommendation B (Policy Section 12) and D - Consideration of Councillor Advisors and Amendment of Councillor Expenses Resimbursement and Administrative Support and Related Policies	Completed
Council 10/12/2020	Coordination and Performance Department	15.1	Nicholas Street Precinct Stage 3	Completed
Council 10/12/2020	Corporate Services Department	16.1	Notice of Motion - Drug and Alcohol Testing for Councillors	Completed
Council 28/01/2021	Planning and Regulatory Services Department	15.2	85 Thornton Street, Raceview - Road Widening	Completed
Council 28/01/2021	Planning and Regulatory Services Department	15.3	Development Application Recommendation - 1 Union Place Mall, 23 and 27 Ipswich City Mall and 163 Brisbane Street, Ipswich -	Completed

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			11941/2020/OD - Operational Works (Advertising Services)	
Council 28/01/2021	Corporate Services Department	15.5	Tender No. 15405 - North Station Road, Crib Wall	Completed
Council 28/01/2021	Corporate Services Department	15.6	Tender No. 15536 - Brisbane Road, Redbank - Road Rehabilitation	Completed
Council 28/01/2021	Corporate Services Department	15.7	Key Deposit Fees for Council Facilities	Completed
Council 28/01/2021	Coordination and Performance Department	16.4	Notice of Motion - Ipswich Current Elected Representative Working Group	Completed
Council 25/02/2021	Corporate Services Department	13.1	Unreasonable Customer Conduct Policy	Completed
Council 25/02/2021	Corporate Services Department	15.7	Tender No. 15218 - Trevor Street, Bellbird Park - Road Rehabilitation	Completed
Council 25/02/2021	Corporate Services Department	15.8	Tender No. 16063 - Civil and Bridge Construction Works - Springfield Parkway and Springfield Greenbank Arterial, Springfield	Completed
Council 25/03/2021	Coordination and Performance Department	15.5	Councillor Representation on External Groups	Completed
Council 25/03/2021	Corporate Services Department	15.8	2020-21 Budget Amendment - March 2021	Completed



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**ECONOMIC AND INDUSTRY DEVELOPMENT COMMITTEE**

**Actions in progress: 3**

Meeting	Department	Item	Title	Status
Economic and Industry Development Committee 15/10/2020	Community, Cultural and Economic Development Department	1	Ipswich Exceptional Experiences - Tourism Development Program	In progress
Economic and Industry Development Committee 15/10/2020	Community, Cultural and Economic Development Department	2	Notice of Motion - Ipswich Central Precinct Plan	In progress
Economic and Industry Development Committee 19/11/2020	Community, Cultural and Economic Development Department	1	Willowbank (Ebenezer) Intermodal Terminal Social and Economic Benefits and Impacts Report	In progress

**Actions completed: 5**

Meeting	Department	Item	Title	Status
Economic and Industry Development Committee 20/08/2020	Community, Cultural and Economic Development Department	1	The City of Ipswich Defence Industry Development and Attraction Committee Update	Completed
Economic and Industry Development Committee 17/09/2020	Community, Cultural and Economic Development Department	1	Council of Mayors South East Queensland 2020-2021 Membership	Completed
Economic and Industry Development Committee 17/09/2020	Community, Cultural and Economic Development Department	2	Small Business Funding Program	Completed
Economic and Industry Development Committee 19/11/2020	Community, Cultural and Economic Development Department	2	Pilot Facade Improvement Program	Completed
Economic and Industry Development Committee 19/11/2020	Community, Cultural and Economic Development Department	3	Food Truck Friendly Council	Completed

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**ENVIRONMENT AND SUSTAINABILITY COMMITTEE**

**Actions in progress: 6**

Meeting	Department	Item	Title	Status
Environment and Sustainability Committee 17/09/2020	Infrastructure and Environment Department	2	Franklin Vale Creek Catchment Initiative - Partnering Agreement with Griffith University/Australian River Institute	In progress
Environment and Sustainability Committee 15/10/2020	Infrastructure and Environment Department	2	Stormwater Quality Offsets Program Capital Works Portfolio Sub Program - List of Projects 2021-2022	In progress
Environment and Sustainability Committee 11/02/2021	Infrastructure and Environment Department	2	Queensland Fire and Biodiversity Consortium Annual Contribution	In progress
Environment and Sustainability Committee 11/03/2021	Infrastructure and Environment Department	2	Proposal for Resilient Rivers Bremer River Catchment Officer hosted as a Partnership between Scenic Rim and Ipswich City Council	In progress
Environment and Sustainability Committee 11/03/2021	Infrastructure and Environment Department	3	Assessment of 12-26 Eugene Street Bellbird Park for Enviroplan acquisition	In progress
Environment and Sustainability Committee 11/03/2021	Corporate Services Department	4	Cherish the Environment Foundation	In progress

**Actions completed: 8**

Meeting	Department	Item	Title	Status
Environment and Sustainability Committee 20/08/2020	Infrastructure and Environment Department	1	Report on the status of Ipswich's rivers and waterway systems	Completed
Environment and Sustainability Committee 17/09/2020	Infrastructure and Environment Department	1	State Emergency Service Support Policy	Completed
Environment and Sustainability Committee 15/10/2020	Infrastructure and Environment Department	1	Proposal to Acquire Property at Woolshed with Enviroplan Levy Funds	Completed
Environment and Sustainability Committee 15/10/2020	Infrastructure and Environment Department	3	Capital Works Priority List of Disturbed Land Management Projects 2021-2022 - Landfill Rehabilitation Sub-Program	Completed
Environment and Sustainability Committee 19/11/2020	Infrastructure and Environment Department	1	Sustainability Policy	Completed
Environment and Sustainability Committee 19/11/2020	Infrastructure and Environment Department	2	Waterway Recovery Capital Expenditure Subprogram	Completed
Environment and Sustainability Committee 19/11/2020	Infrastructure and Environment Department	3	Notice of Motion - Review of Disaster Management Policy	Completed
Environment and Sustainability Committee 3/12/2020	Infrastructure and Environment Department	2	Adoption of Ipswich Platypus Recovery Plan	Completed

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**GENERAL PURPOSES COMMITTEE**

**Actions in progress: 1**

Meeting	Department	Item	Title	Status
General Purposes Committee 23/06/2020	Corporate Services Department	20	Repeal of previous Council decision for Proposed New Telecommunications Lease to Optus Mobile Pty Ltd located at 102 Champions Way, Willowbank	In progress

**Actions completed: 48**

Meeting	Department	Item	Title	Status
General Purposes Committee 19/05/2020	Infrastructure and Environment Department	1	RMPC Contract 25 - 2020-2021 and 2021-2022	Completed
General Purposes Committee 19/05/2020	Coordination and Performance Department	1	Governance Arrangements for Ipswich Central Redevelopment	Completed
General Purposes Committee 19/05/2020	Coordination and Performance Department	11	Funding Arrangements for Brisbane Lions Stadium, Springfield	Completed
General Purposes Committee 19/05/2020	Coordination and Performance Department	12	Tender Consideration Plan - Appointment of Retail Leasing Agent, Nicholas St - Ipswich Central Project	Completed
General Purposes Committee 19/05/2020	Planning and Regulatory Services Department	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	Completed
General Purposes Committee 19/05/2020	Infrastructure and Environment Department	2	South East Queensland Fire and Biodiversity Consortium Annual Contribution	Completed
General Purposes Committee 19/05/2020	Corporate Services Department	3	Proposed New Trustee Permit over Reserve for Recreation Purposes - Anzac Park Sports and Recreation Club Incorporated - 1 Mill Street, Rosewood	Completed
General Purposes Committee 19/05/2020	Corporate Services Department	4	Fees and Charges for Animal Registrations and Permits 2020-2021	Completed
General Purposes Committee 19/05/2020	Corporate Services Department	5	Amendment of Council's Meeting Procedures Policy	Completed
General Purposes Committee 19/05/2020	Community, Cultural and Economic Development Department	8	Community Donation Request	Completed
General Purposes Committee 23/06/2020	Community, Cultural and Economic Development Department	1	2020-2025 Indigenous Accord	Completed
General Purposes Committee 23/06/2020	Community, Cultural and Economic Development Department	10	Community Donation Requests	Completed
General Purposes Committee 23/06/2020	Corporate Services Department	12	Update of ICT Open Data Policy	Completed
General Purposes Committee 23/06/2020	Corporate Services Department	13	Recommended repeal of Council policies on operational employee matters	Completed
General Purposes Committee 23/06/2020	Community, Cultural and Economic Development Department	14	Tender Consideration Plan - Procurement of Creative Services	Completed
General Purposes Committee 23/06/2020	Planning and Regulatory Services Department	15	Proposed Ipswich Adopted Infrastructure Charges Resolution (No. 1) 2020	Completed
General Purposes Committee 23/06/2020	Corporate Services Department	16	Rates Timetable for 2020-2021	Completed
General Purposes Committee 23/06/2020	Infrastructure and Environment Department	2	City of Ipswich Parking Pricing Strategy	Completed
General Purposes Committee 23/06/2020	Coordination and Performance Department	20	Repeal of previous Council decision for Proposed New Telecommunications Lease to Optus Mobile Pty Ltd located at 102 Champions Way, Willowbank	Completed
General Purposes Committee	Planning and Regulatory Services	3	Development Application	Completed

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23/06/2020	Department		1421/19/MADP - Master Area Development Plan Development Area 22A and 22B (Alternative Dispute Resolution Assessment)	
General Purposes Committee 23/06/2020	Planning and Regulatory Services Department	4	Development Application 5911/2019 Area Development Plan Application - Premier Sports Facility Development Area 22A	Completed
General Purposes Committee 23/06/2020	Infrastructure and Environment Department	5	Review of Materials Recovery Plan	Completed
General Purposes Committee 23/06/2020	Infrastructure and Environment Department	6	Land for Wildlife South East Queensland Update	Completed
General Purposes Committee 23/06/2020	Infrastructure and Environment Department	7	Disaster Management Policies	Completed
General Purposes Committee 23/06/2020	Community, Cultural and Economic Development Department	8	Amendment to Community Christmas Carols Partnerships Agreements	Completed
General Purposes Committee 21/07/2020	Corporate Services Department	1	Cameron Park - Swifts Leagues Club Ltd	Completed
General Purposes Committee 21/07/2020	Corporate Services Department	11	Amendment to Delegation to CEO	Completed
General Purposes Committee 21/07/2020	Infrastructure and Environment Department	12	Contract for Urban Heat Island Study with Griffith University	Completed
General Purposes Committee 21/07/2020	Corporate Services Department	14	Demographic Information System and "Living in Ipswich" Liveability Survey	Completed
General Purposes Committee 21/07/2020	Community, Cultural and Economic Development Department	16	Community Donation Requests Received in June 2020	Completed
General Purposes Committee 21/07/2020	Planning and Regulatory Services Department	17	Urban Development Institute of Australia- Proposed Memorandum of Understanding with Ipswich City Council	Completed
General Purposes Committee 21/07/2020	Planning and Regulatory Services Department	18	Extension to Contract with RSPCA for Pound Services	Completed
General Purposes Committee 21/07/2020	Planning and Regulatory Services Department	19	Community Cat Program Proposal	Completed
General Purposes Committee 21/07/2020	Community, Cultural and Economic Development Department	2	Ipswich Central to Springfield Central (I2S) Public Transport Corridor: Strategic Assessment and Infrastructure Australia Stage 1 Submission	Completed
General Purposes Committee 21/07/2020	Infrastructure and Environment Department	22	Business Transformational Project #9 Policies - Infrastructure and Environment Department	Completed
General Purposes Committee 21/07/2020	Coordination and Performance Department	23	Conflicts of Interest Policy	Completed
General Purposes Committee 21/07/2020	Coordination and Performance Department	24	Motions for 2020 Local Government Association of Queensland Conference	Completed
General Purposes Committee 21/07/2020	Infrastructure and Environment Department	25	Garage Sale Trail 2020	Completed
General Purposes Committee 21/07/2020	Planning and Regulatory Services Department	26	Submission on proposed amendments to the Development Assessment Rules, Minister's Guidelines and Rules and Planning Regulation 2017 - Economic recovery initiatives.	Completed
General Purposes Committee 21/07/2020	Coordination and Performance Department	27	Adoption of Policy - Councillor Briefings and Workshops	Completed
General Purposes Committee 21/07/2020	Infrastructure and Environment Department	28	Scenic Valleys Regional Roads and Transport Group - Ipswich Representative	Completed
General Purposes Committee 21/07/2020	Infrastructure and Environment Department	3	iGO Road Safety Action Plan	Completed
General Purposes Committee 21/07/2020	Infrastructure and Environment Department	4	Adoption of the Ipswich Nature Centre Masterplan	Completed
General Purposes Committee 21/07/2020	Infrastructure and Environment Department	5	White Rock-Spring Mountain Conservation Estate Master Plan 2020-2040	Completed

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General Purposes Committee 21/07/2020	Infrastructure and Environment Department	6	Landholder Partnerships Program - Review Recommendation	Completed
General Purposes Committee 21/07/2020	Infrastructure and Environment Department	7	Review of Local Disaster Management Plan 2020	Completed
General Purposes Committee 21/07/2020	Corporate Services Department	8	Proposed New Sub Lease over Freehold Land for Community Purposes to Y-Care - South East Queensland Inc. trading as YMCA Social Impact - 7003 Parkland Drive Springfield Central	Completed
General Purposes Committee 21/07/2020	Corporate Services Department	9	Proposed Trustee Lease over Trust Land for Recreation Purposes - Queensland Rugby Football League Limited - 43 The Terrace North Ipswich	Completed

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## GOVERNANCE AND TRANSPARENCY COMMITTEE

Action in progress: 13

Meeting	Department	Item	Title	Status
Governance and Transparency Committee 17/09/2020	Corporate Services Department	2	Acquisition of Drainage Easement for INF02405 Local Drainage Rehabilitation Project at North Station Road, North Booval	In progress
Governance and Transparency Committee 15/10/2020	Corporate Services Department	1	Acquisition of Leasehold Land - Champions Way Truncation	In progress
Governance and Transparency Committee 15/10/2020	Corporate Services Department	4	Renewal of Lease to Playgroup Queensland Ltd over 56 Harold Summervilles Road, Karalee	In progress
Governance and Transparency Committee 15/10/2020	Corporate Services Department	5	New Trustee Lease over Reserve for Heritage, Historical and Cultural Purposes - Rosewood Scrub Historical Society Inc - 73 Edmond Street, Marburg	In progress
Governance and Transparency Committee 3/12/2020	Corporate Services Department	2	Renewal of Lease to The Creche and Kindergarten Association Limited over 460-466 Redbank Plains Road, Redbank Plains	In progress
Governance and Transparency Committee 3/12/2020	Corporate Services Department	3	Surrender of Existing Lease and New Lease to The Australian Red Cross Society	In progress
Governance and Transparency Committee 11/02/2021	Corporate Services Department	3	Extension of Contract - 16116 Zip Water Systems Parts and Services	In progress
Governance and Transparency Committee 11/02/2021	Corporate Services Department	4	Acquisition of Land for INF02414 Road Purposes Redbank Plains Road Stage 3	In progress
Governance and Transparency Committee 11/02/2021	Corporate Services Department	5	Acquisition of Land and Drainage Easement for INF03206 Mary and William Streets Blackstone Traffic Signalisation Project	In progress
Governance and Transparency Committee 11/02/2021	Corporate Services Department	6	Acquisition of Drainage Easements for INF04089 Local Drainage Rehabilitation Project Pryde and Hume Street, Woodend	In progress
Governance and Transparency Committee 11/03/2021	Corporate Services Department	3	Amendments to Delegation to Chief Executive Officer	In progress
Governance and Transparency Committee 11/03/2021	Corporate Services Department	4	Procurement: 12D Synergy Management Solution	In progress
Governance and Transparency Committee 11/03/2021	Corporate Services Department	5	Repeal of Previous Council Decision for Surrender of Existing Lease and New Lease to the Australian Red Cross Society	In progress

Actions completed: 29

Meeting	Department	Item	Title	Status
Governance and Transparency Committee 20/08/2020	Corporate Services Department	1	Transparency and Integrity Hub Implementation Report	Completed
Governance and Transparency Committee 20/08/2020	Corporate Services Department	1	Cameron Park - Swifts Leagues Club Ltd	Completed
Governance and Transparency Committee 20/08/2020	Corporate Services Department	2	2020 Asset Revaluations	Completed
Governance and Transparency Committee	Corporate Services Department	3	Security Services	Completed



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20/08/2020				
Governance and Transparency Committee 17/09/2020	Corporate Services Department	1	New Lease over Springfield Central Sports Complex, 44 Sportstar Drive, Springfield Central	Completed
Governance and Transparency Committee 17/09/2020	Corporate Services Department	3	Contract Extension 15-16-066 Grounds Maintenance and Associated Services	Completed
Governance and Transparency Committee 17/09/2020	Corporate Services Department	4	Current organisational structure	Completed
Governance and Transparency Committee 17/09/2020	Coordination and Performance Department	5	Report on Organisational Structure	Completed
Governance and Transparency Committee 15/10/2020	Corporate Services Department	10	Concession for General Rates - Various Properties	Completed
Governance and Transparency Committee 15/10/2020	Corporate Services Department	2	Acquisition of Land for INF02652 Springall Street Kerb and Channel Project	Completed
Governance and Transparency Committee 15/10/2020	Corporate Services Department	3	Disposal of Subterranean Land located at Lot 528 & 529 Daleys Road, Ripley	Completed
Governance and Transparency Committee 15/10/2020	Corporate Services Department	6	Extension of contract with Envizi Australia Pty Ltd to continue to deliver the Sustainability Reporting Platform	Completed
Governance and Transparency Committee 15/10/2020	Corporate Services Department	7	Tender No.13902 - Commercial Cleaning	Completed
Governance and Transparency Committee 15/10/2020	Corporate Services Department	8	Contract - Library Systems - RFID	Completed
Governance and Transparency Committee 15/10/2020	Corporate Services Department	9	Contract - Monitor WA Engagement	Completed
Governance and Transparency Committee 19/11/2020	Corporate Services Department	1	Extension of COVID-19 relief for selected fees and charges	Completed
Governance and Transparency Committee 19/11/2020	Corporate Services Department	2	Grounds Maintenance and Associated Services	Completed
Governance and Transparency Committee 19/11/2020	Infrastructure and Environment Department	3	SKIDATA Parking Software Upgrade	Completed
Governance and Transparency Committee 19/11/2020	Corporate Services Department	4	Plumbing Trade Services Tender No. 15099	Completed
Governance and Transparency Committee 19/11/2020	Corporate Services Department	5	Oracle Licences, Maintenance and Support	Completed
Governance and Transparency Committee 19/11/2020	Coordination and Performance Department	6	Transparency and Integrity Hub - Publication of Councillor Expenses	Completed
Governance and Transparency Committee 3/12/2020	Corporate Services Department	4	SAP Software Maintenance (Crystal Reports Licensing)	Completed
Governance and Transparency Committee 3/12/2020	Infrastructure and Environment Department	5	Skidata Parking Equipment Maintenance Contract	Completed
Governance and Transparency Committee 3/12/2020	Infrastructure and Environment Department	6	Capital Investment in Provisional Projects Policy	Completed
Governance and Transparency Committee	Corporate Services Department	7	Preferred Supplier Arrangement - Supply, Installation and Maintenance of	Completed

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3/12/2020			Intelligent Transport Infrastructure System	
Governance and Transparency Committee 3/12/2020	Corporate Services Department	8	2020-2021 Budget Amendment - November 2020	Completed
Governance and Transparency Committee 11/02/2021	Corporate Services Department	2	Annual Maintenance Renewal - 12D model software	Completed
Governance and Transparency Committee 11/02/2021	Community, Cultural and Economic Development Department	8	Smart City Program	Completed
Governance and Transparency Committee 11/03/2021	Coordination and Performance Department	1	Smart City Program Overview	Completed



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## GROWTH, INFRASTRUCTURE AND WASTE COMMITTEE

Actions in progress: 21

Meeting	Department	Item	Title	Status
Growth Infrastructure and Waste Committee 8/10/2020	Infrastructure and Environment Department	7	Local Drainage Improvements Priority List of Projects - Local Drainage Sub-Program	In progress
Growth Infrastructure and Waste Committee 12/11/2020	Infrastructure and Environment Department	2	Strategic Parks and Sport Sub-Program - Priority Lists of Projects	In progress
Growth Infrastructure and Waste Committee 12/11/2020	Infrastructure and Environment Department	3	Local Parks and Sport Sub-Program - Priority List of Projects	In progress
Growth Infrastructure and Waste Committee 12/11/2020	Infrastructure and Environment Department	4	Developer Funded Parks Sub-Program - Priority List of Projects	In progress
Growth Infrastructure and Waste Committee 12/11/2020	Infrastructure and Environment Department	7	Notice of Motion - Load Limits placed on heavy-traffic bridges	In progress
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	18	Notice of Motion - Opportunities for 'Riding the Revolution' report recommendations	In progress
Growth Infrastructure and Waste Committee 11/02/2021	Corporate Services Department	2	Contract Variation Report - Extension of Contract 13420 Kerbside Recycling	In progress
Growth Infrastructure and Waste Committee 11/02/2021	Infrastructure and Environment Department	4	Ipswich Inner CBD Cycle Network Corridor Plan	In progress
Growth Infrastructure and Waste Committee 11/02/2021	Infrastructure and Environment Department	8	Notice of Motion - Exemption for Waste Collection Fee - Purga Aboriginal Cemetery	In progress
Growth Infrastructure and Waste Committee 11/02/2021	Infrastructure and Environment Department	9	Notice of Motion - Overgrown council parks, reserves and footpaths	In progress
Growth Infrastructure and Waste Committee 11/03/2021	Infrastructure and Environment Department	14	Special Recovery and Reconstruction Taskforce	In progress
Growth Infrastructure and Waste Committee 11/03/2021	Infrastructure and Environment Department	2	Brassall Bikeway Stage 6 - Connecting Structure Options	In progress
Growth Infrastructure and Waste Committee 11/03/2021	Infrastructure and Environment Department	3	iGO Freight Action Plan	In progress
Growth Infrastructure and Waste Committee 11/03/2021	Corporate Services Department	4	Acquisition of Land for Road Purposes - Springfield Parkway Shared Path Upgrade Project	In progress
Growth Infrastructure and Waste Committee 11/03/2021	Corporate Services Department	5	Contract Extension - Ti Tree Bioenergy (Waste Disposal Services)	In progress
Growth Infrastructure and Waste Committee 11/03/2021	Infrastructure and Environment Department	6	Notice of Motion Response - Exemption for Waste Collection Fee - Purga Aboriginal Cemetery	In progress
Growth Infrastructure and Waste Committee 15/04/2021	Corporate Services Department	2	Procurement - Delegation to CEO to enter into a contract under Local Buy contract for the supply of streetlighting electricity	In progress
Growth Infrastructure and Waste Committee 15/04/2021	Corporate Services Department	3	Acquisition of Volumetric Title from Springfield Anglican College - (Lot 1 SP151191)	In progress
Growth Infrastructure and Waste Committee 15/04/2021	Corporate Services Department	4	14-15-108 Springfield Domain Parklands Management	In progress
Growth Infrastructure and	Infrastructure and Environment Committee	5	Notice of Motion Response - Riding	In progress

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Waste Committee 15/04/2021			the Revolution Report	
Growth Infrastructure and Waste Committee 15/04/2021	Infrastructure and Environment Department	10	South East Queensland Council of Mayors Regional Waste Management Plan	In progress

**Actions completed: 35**

Meeting	Department	Item	Title	Status
Growth Infrastructure and Waste Committee 10/09/2020	Infrastructure and Environment Department	10	Safe School Travel (SafeST) Priority List of Projects - Road Safety and Operations Sub-Program	Completed
Growth Infrastructure and Waste Committee 10/09/2020	Infrastructure and Environment Department	11	Pedestrian Safety Improvements Priority List of Projects - Sustainable Travel Sub- Program	Completed
Growth Infrastructure and Waste Committee 10/09/2020	Corporate Services Department	2	Covid-19 Temporary Development Application Fees and Charges Relief	Completed
Growth Infrastructure and Waste Committee 10/09/2020	Planning and Regulatory Services Department	3	Development Application 10645/2019/MCU - Material Change of Use - Entertainment Use and Outdoor Recreation	Completed
Growth Infrastructure and Waste Committee 10/09/2020	Planning and Regulatory Services Department	4	Proactive Pool Inspection Program	Completed
Growth Infrastructure and Waste Committee 10/09/2020	Planning and Regulatory Services Department	7	Systematic Inspection Program - Dog Registration	Completed
Growth Infrastructure and Waste Committee 10/09/2020	Infrastructure and Environment Department	8	Road Safety Improvements Priority List of Projects - Road Safety and Operations Sub-Program	Completed
Growth Infrastructure and Waste Committee 10/09/2020	Infrastructure and Environment Department	9	Gravel Turnarounds Priority List of Projects - Road Safety and Operations Sub-Program	Completed
Growth Infrastructure and Waste Committee 8/10/2020	Infrastructure and Environment Department	2	Public Transport Improvements Priority List of Projects - Sustainable Travel Sub- Program	Completed
Growth Infrastructure and Waste Committee 8/10/2020	Infrastructure and Environment Department	3	Cycle Safety and Mobility Improvements Priority List of Projects - Sustainable Travel Sub-Program	Completed
Growth Infrastructure and Waste Committee 8/10/2020	Infrastructure and Environment Department	4	Principal Cycle Priority List of Projects - Sustainable Travel Sub Program	Completed
Growth Infrastructure and Waste Committee 8/10/2020	Infrastructure and Environment Department	5	IGO Active Transport Action Plan Implementation Priority List of Locations - Sustainable Travel Sub-Program	Completed
Growth Infrastructure and Waste Committee 8/10/2020	Infrastructure and Environment Department	6	Sealing of Gravel Roads Priority List of Projects - Sealing Gravel Roads Sub- Program	Completed
Growth Infrastructure and Waste Committee 8/10/2020	Infrastructure and Environment Department	8	Priority List of Natural Area Estate Projects 2021-2022 - Enviroplan Capital Works Portfolio Sub-Program	Completed
Growth Infrastructure and Waste Committee 8/10/2020	Corporate Services Department	9	Electrical Trade Services Tender No. 13437	Completed
Growth Infrastructure and Waste Committee 12/11/2020	Planning and Regulatory Services Department	10	Withdrawal of Planning Scheme Major Amendment Package 02/2018	Completed
Growth Infrastructure and Waste Committee 12/11/2020	Infrastructure and Environment Department	5	Strategic Road Sub-Program - Priority List of Projects	Completed
Growth Infrastructure and Waste Committee 12/11/2020	Infrastructure and Environment Department	6	Whitwood Road North - Capital Works 2021-2022 and 2022-2023	Completed
Growth Infrastructure and	Corporate Services Department	8	Plant Hire (Wet) Services	Completed

Item 15.3 / Attachment 1.

IPSWICH CITY COUNCIL ACTIONS REPORT				
Total Actions in progress: 86		Printed: Wednesday, 21 April 2021 11:30:01 AM		
Total Actions completed: 241		Date From: 27/04/2020		
		Date To: 21/04/2021		
Waste Committee 12/11/2020				
Growth Infrastructure and Waste Committee 12/11/2020	Planning and Regulatory Services Department	9	Cemetery Deed Amendment Deed	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	10	Sealed Road Rehabilitation Priority List of Projects	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	11	iGO Annual Report Card 2019 - 2020	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Corporate Services Department	12	12190 Road Resurfacing and Maintenance, Ipswich Region	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Corporate Services Department	13	Preferred Supplier Arrangement - Supply of Arboriculture Services	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	18	Notice of Motion - Opportunities for 'Riding the Revolution' report recommendations	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Coordination and Performance Department	19	Notice of Motion - Waste and Circular Economic Transformation Directive	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	2	Path Rehabilitation Priority List of Projects	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	3	Parks Rehabilitation Priority List of Projects	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	4	Water Quality Rehabilitation Capital Works Portfolio Sub-Program - Priority List of Projects 2020-2021	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	5	Sports Facility Rehabilitation Priority List of Projects	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	6	Facility Rehabilitation Priority List of Projects	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	7	Bridge and Culvert Rehabilitation Priority List of Projects	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	8	Drainage Rehabilitation List of Priority Projects	Completed
Growth Infrastructure and Waste Committee 3/12/2020	Infrastructure and Environment Department	9	Kerb and Channel Rehabilitation Priority List of Projects	Completed
Growth Infrastructure and Waste Committee 11/03/2021	Planning and Regulatory Services Department	10	Development Application Recommendation - Material Change of Use - General Industry (Shed Kit Storage with Ancillary Office and including Welding of Metal Brackets for off-site Shed Construction) at 262 Haigslea Amberley Road, Walloon QLD 4306	Completed

Item 15.3 / Attachment 1.

**IPSWICH CITY COUNCIL ACTIONS REPORT**

Total Actions in progress: 86  
Total Actions completed: 241

Printed: Wednesday, 21 April 2021 11:30:01 AM  
Date From: 27/04/2020  
Date To: 21/04/2021

**IPSWICH CENTRAL REDEVELOPMENT COMMITTEE**

**Actions in progress: 3**

Meeting	Department	Item	Title	Status
Ipswich Central Redevelopment Committee 21/07/2020	Community, Cultural and Economic Development Department	5	Ipswich Central - visioning and placemaking	In progress
Ipswich Central Redevelopment Committee 11/03/2021	Corporate Services Department	2	Tender Consideration Plan - Retail Leasing Agent	In progress
Ipswich Central Redevelopment Committee 11/03/2021	Corporate Services Department	3	Tender Consideration Plan - Program Management Services	In progress

**Actions completed: 17**

Meeting	Department	Item	Title	Status
Ipswich Central Redevelopment Committee 23/06/2020	Infrastructure and Environment Department	5	Ipswich Central Redevelopment - Retail and Commercial Property Strategy	Completed
Ipswich Central Redevelopment Committee 23/06/2020	Community, Cultural and Economic Development Department	6	Nicholas Street Place Activation Plan - Ipswich Central Redevelopment	Completed
Ipswich Central Redevelopment Committee 23/06/2020	Coordination and Performance Department	7	Commonwealth Hotel Reconstruction - Ipswich Central Redevelopment	Completed
Ipswich Central Redevelopment Committee 23/06/2020	Coordination and Performance Department	9	Nicholas Street Redevelopment Communications and Engagement Report	Completed
Ipswich Central Redevelopment Committee 21/07/2020	Coordination and Performance Department	2	Ipswich Central Retail Leasing Report - June 2020	Completed
Ipswich Central Redevelopment Committee 21/07/2020	Coordination and Performance Department	3	Retail Sub-Project Steering Committee - Terms of Reference	Completed
Ipswich Central Redevelopment Committee 21/07/2020	Coordination and Performance Department	6	Nicholas Street Redevelopment Communications and Engagement Plan	Completed
Ipswich Central Redevelopment Committee 20/08/2020	Coordination and Performance Department	1	Contract Variation - CBD Retail Refurbishment Works	Completed
Ipswich Central Redevelopment Committee 20/08/2020	Infrastructure and Environment Department	2	Ipswich Central Executive Report No 18 to 3 August 2020	Completed
Ipswich Central Redevelopment Committee 20/08/2020	Planning and Regulatory Services Department	4	Ipswich Central Redevelopment - Heritage	Completed
Ipswich Central Redevelopment Committee 17/09/2020	Coordination and Performance Department	1	CBD Civic Carpark Strategy	Completed
Ipswich Central Redevelopment Committee 17/09/2020	Infrastructure and Environment Department	4	Ipswich Central Community Safety Strategy	Completed
Ipswich Central Redevelopment Committee 17/09/2020	Coordination and Performance Department	5	Naming of Your Places and Spaces - Community Engagement Report	Completed
Ipswich Central Redevelopment Committee 15/10/2020	Coordination and Performance Department	3	Draft Community Safety Strategy: Nicholas Street Precinct	Completed
Ipswich Central Redevelopment Committee 19/11/2020	Planning and Regulatory Services Department	4	Designation of Nicholas Street Mall	Completed

**Item 15.3 / Attachment 1.**

<b>IPSWICH CITY COUNCIL ACTIONS REPORT</b>			<b>Printed:</b> Wednesday, 21 April 2021 11:30:01 AM	
Total Actions in progress: 86			<b>Date From:</b> 27/04/2020	
Total Actions completed: 241			<b>Date To:</b> 21/04/2021	

Ipswich Central Redevelopment Committee 19/11/2020	Coordination and Performance Department	5	CBD Car Park - Hours of Operation and Fee Structure	Completed
Ipswich Central Redevelopment Committee 19/11/2020	Community, Cultural and Economic Development Department	6	Establishment of Safe City Advisory Group	Completed



Doc ID No: A7191331

ITEM: 15.4

SUBJECT: MONTHLY FINANCIAL PERFORMANCE REPORT - MARCH 2021

AUTHOR: TREASURY ACCOUNTING MANAGER

DATE: 13 APRIL 2021

### **EXECUTIVE SUMMARY**

This is a report concerning Council's financial performance for the period ending 31 March 2021, submitted in accordance with section 204 of the *Local Government Regulation 2012*.

### **RECOMMENDATION/S**

**That the report on Council's financial performance for the period ending 31 March 2021, submitted in accordance with section 204 of the *Local Government Regulation 2012*, be considered and noted by Council.**

### **RELATED PARTIES**

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

### **ADVANCE IPSWICH THEME**

Strengthening our local economy and building prosperity

### **PURPOSE OF REPORT/BACKGROUND**

The attached report outlines the financial results for Ipswich City Council as at 31 March 2021. The total Net Result (including capital revenue for Ipswich City Council as at 31 March 2021 is \$51.7 million compared to the year to date (YTD) budget of \$55.3 million.

Council's operating deficit (excluding capital revenue) is approximately \$2.6 million compared to the YTD budget deficit of \$8.6 million.

Overall, capital expenditure (excluding donated assets) including the Nicholas St Redevelopment as at 31 March 2021 is \$17.8 million below the YTD amended budget. The Nicholas St Redevelopment is \$10.2 million under budget relating to a superseded construction program for the retail buildings. Asset donations as at 31 March 2021 are \$6.8 million under the YTD budget.

A budget amendment was adopted by Council in March 2021 which resulted in a \$2.2 million reduction in the underlying operating deficit position (excluding capital revenue, capital expenses, one-off adjustments and the early repayment adjustment on the refinancing of loans). This reduced the \$8.7 million deficit position to a \$6.5 million deficit position.

The budget amendment movements were mainly attributable to the known variances outlined in the February performance report which included an increase in revenue of \$5.2 million and an increase in operational expenditure of \$2.9 million.

### *Revenue*

Rates and utilities charges are tracking on budget following the reduction of forecast rates revenue processed in the latest budget amendment addressing the previous months variance relating to the valuation and rate categorisation changes.

Fees and charges revenues are \$0.9 million favourable to budget YTD as fees from planning and development and waste disposal continue to exceed forecasted activity levels.

Government grant revenue is approximately \$3.8 million under the YTD budget primarily relating to the Infrastructure and Environment Department (IED) including returned grants of \$0.5 million relating to the previous financial year. The timing of the receipt of grants is being reviewed to determine if payments may be received later than forecast to align with the delivery of the capital works.

Other revenue continues to track above budget relating to the Urban Utilities (UU) tax revenue and is subject to UU's revenue and tax position throughout the year.

Donated asset and contribution revenue is approximately \$5.8 million under budget YTD relating to lower than expected donated asset revenue in IED for the months of December and January.

### *Expenses*

Employee expenses including contingent labour contracts are under budget \$0.4 million or 0.5% YTD as at 31 March 2021. An increase to the employee expenses budget was processed in the latest budget amendment addressing the termination payments and a reduction in leave taken throughout the financial year. Finance Branch will continue to monitor leave entitlements expenditure through weekly labour snapshot reports.

Materials and services (excluding contingent labour contracts) are under budget \$3.6 million YTD. \$1.6 million relates to IED primarily in the Works and Field Services Branch as a result of delays in expenditure relating to various projects, lower than expected maintenance costs and minor variances across the department. \$0.7 million relates to Corporate Services (CS) primarily relating to the ICT branch due to efficiencies made through contract renegotiations. \$0.7 million relates to lower expenditure in Community, Cultural and Economic Development (CCED) primarily in the Libraries and Customer Services Branch due to reduced public programming due to COVID-19 restrictions and delays in purchasing of books due to supplier delivery issues during COVID-19 lockdowns. \$0.3 million in Resource Recovery relating to minor underspends across the department. \$0.2 million in Planning and Regulatory Services (PRS) relating to minor underspends across the department. A significant reduction to material and services expenses was processed in the March budget amendment.



Other expenses are under budget YTD resulting from the release of the provision for bad and doubtful debts accrued at June 2020 in CS, and lower expenditure in CCED relating to underspends in grants due to fewer grant applications received. This is partially offset by greater than budgeted expenditure in IED and Resource Recovery relating to unbudgeted compensation for construction awaiting an insurance claim to be finalised and the waste levy fees.

Depreciation is approximately \$0.4 million over budget YTD following an increase to the depreciation expenses budget, processed in the latest budget amendment. Depreciation is a non-cash expense which has an impact on the operating result.

#### *Capital Expenditure*

As discussed with the Council in previous months, a budget amendment was processed in March 2021 reducing the capital budget to align with the reduced forecast expenditure includes savings/under-expenditure on projects and programs being delivered (e.g. sealed road program) and projects deferred to the 2021-2022 year.

The YTD capital expenditure, excluding donated assets, is \$116.8 million compared the amended budget of \$134.7 million. With the significant changes in the timing of the delivery of the capital program, the budget amendment has re-phased the forecast expenditure.

The variances in the Nicholas Street capital expenditure relate to the changes in the delivery of the retail building upgrades. The Nicholas Street project team are currently reviewing the final costs of the project and the timing as a result of the changes in relation to the retail buildings and strategy.

The IED expenditure during the month has increased significantly when compared to previous months as numerous projects have now commenced their construction phase. Expenditure was \$8.6 million compared to the most recent departmental forecast of \$10.7m. Total YTD expenditure is \$36.3 million.

The revised forecast IED capital expenditure in total for the 2020-2021 year is estimated at \$72.3 million against an amended budget of \$72.1 million.

#### *Cash Balances*

Council's cash and investment holdings continue to be above forecast due to the existing underspends in the capital program.

#### **LEGAL/POLICY BASIS**

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

#### **RISK MANAGEMENT IMPLICATIONS**

As mentioned above, following the review of revenue and expenditure, an approved forecast for the financial year has been processed in the latest budget amendment.

Regular reporting, including annual leave taken again budget, is provided to the Executive Team, as part of continuing to monitor FTEs, vacancies and forecast employee expenses for the year.

Material and Services expenditure to date is currently below budget, as has been the trend over the year to date. Due to the timing of the delivery of various programs and expenditure, it is likely that this underspend will lessen as we get closer to the financial year end.

Depreciation continues to increase due to the large capital expenditure program and donated assets over the last 12 months. Finance has commenced a further analysis of assets that from an accounting perspective will become fully depreciated over the next 5 years and will work with the asset management team to review the useful lives if these assets are still operational and expected to last longer than the accounting lives.

As noted in the report the monthly IED expenditure for March was significantly higher than in previous months (\$8.6 million). Significant forecast expenditure is still to be incurred and projects delivered in the remainder of the financial year as part of the revised capital forecast. The timing of the delivery of fleet vehicles ordered, which is dependent on the availability from manufacturers, is continuing to be monitored.

#### **FINANCIAL/RESOURCE IMPLICATIONS**

There are no specific implications as a result of this report.



#### **COMMUNITY AND OTHER CONSULTATION**

The contents of this report did not require any community consultation. Analysis and explanations of the variances are undertaken in conjunction with the various departments.

#### **CONCLUSION**

The monthly performance report for March 2021 is included at Attachment 1.

#### **ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS**

1.	Monthly Performance Report - March 2021  
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Paul Mollenhauer  
**TREASURY ACCOUNTING MANAGER**

I concur with the recommendations contained in this report.

Jeffrey Keech  
**ACTING GENERAL MANAGER CORPORATE SERVICES**

***“Together, we proudly enhance the quality of life for our community”***



Ipswich City Council

Performance Report

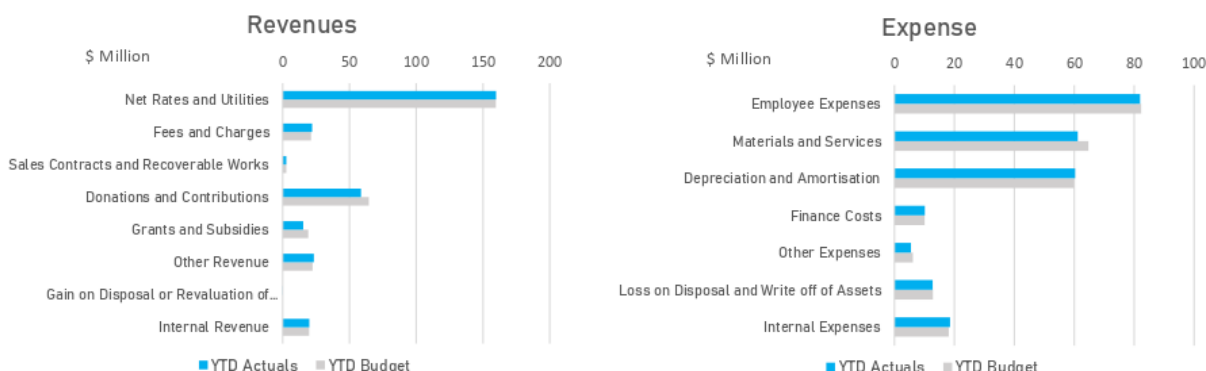
MARCH 2021

## FINANCIAL EXECUTIVE SUMMARY

MARCH 2021

	YTD				Annual	Trend from FEB 2021
	Actuals \$'000s	Current Budget \$'000s	Variance \$'000s	Variance %	Current Budget \$'000s	
Operating Revenue	235,114	232,686	2,428	1.0%	321,647	▼
Operating Expense	237,743	241,335	3,592	1.5%	332,104	▼
Operating Surplus/(Deficit)	(2,629)	(8,649)	6,020	(69.6%)	(10,457)	▼
Capital Revenue	66,944	76,730	(9,786)	(12.8%)	101,995	▲
Other Capital Income (Asset disposals)	(1)	0	(1)	N/A	0	▼
Capital Loss (Asset write-off)	12,610	12,800	190	1.5%	14,300	▲
Net Result	51,704	55,281	(3,577)	(6.5%)	77,238	▲

Construction Program and Asset Purchase	46,098	53,739	7,641	14.2%	88,903	▼
CBD	70,747	80,982	10,236	12.6%	104,841	▼
Donated Assets	43,979	50,760	6,781	13.4%	67,685	▲
Total Capital Expenditure	160,823	185,481	24,659	13.3%	261,429	▼



### Net Result

The total Net Result (including capital revenues) for Ipswich City Council as at 31 March 2021 is \$51.7 million compared to the YTD budget of \$55.3 million. Council's operating deficit (excluding capital revenue) is approximately \$2.6m compared to the YTD budget deficit of \$8.6 million.

### Operating revenue is \$2.4 million above the YTD Budget

The \$2.4 million variance is made up of: net rates and utilities \$130k over budget, fees and charges \$865k over budget, operational grant revenue \$175k over budget, other revenue \$1 million over budget, sales contracts and recoverable works \$94k over budget, interest revenue \$55k under budget and internal revenue \$189k over budget. These items are discussed further in this report.

### Operating expenses is \$3.6 million under the YTD Budget

The \$3.6 million variance is made up of: employee expenses including labour contracts \$380k over budget, materials and services under budget \$3.6 million, other expenses \$606k under budget, depreciation and amortisation \$416k over budget, finance costs \$66k over budget and \$476k over budget in internal expenses. These items are discussed further in this report.

### Capital Expenditure

Capital expenditure including CBD as at 31 March is \$24.7 million below the YTD budget. Approximately \$160.7 million has been expended to 31 March compared to the YTD capital expenditure budget of \$185.5 million.

- The Infrastructure Program actual YTD costs are \$35 million compared to the current YTD budget of \$40 million.
- CBD Development is approximately \$10.2 million under budget. Actual YTD costs are \$70.7 million compared to the current YTD budget of \$81 million.

Asset donations as at 31 March is \$6.8 million under the YTD budget. Approximately \$44 million has been recognised to 31 March compared to the YTD donated assets budget of \$50.8 million.

## Item 15.4 / Attachment 1.

## FINANCIAL EXECUTIVE SUMMARY

MARCH 2021

	YTD				Annual			Variance \$'000s by Department					
	Actuals \$'000s	Current Budget \$'000s	Variance \$'000s	Variance %	Current Budget \$'000s	Trend from FEB 2021	Note	CP	CS	CE	IE	IWS	PR
<b>Revenue</b>													
Net rates and utilities charges	159,826	159,696	130	0.1%	213,789	▲	1	N/A	118	N/A	19	26	(34)
Fees and charges	22,110	21,245	865	4.1%	29,614	▼	2	N/A	68	(66)	(2)	361	503
Government grants and subsidies	15,348	19,139	(3,791)	(19.8%)	28,406	▲	3	N/A	0	309	(4,101)	0	1
Internal revenue	19,991	19,802	189	1.0%	26,472	▲	4	N/A	(304)	47	(1)	447	0
Other revenue	26,214	25,014	1,200	4.8%	39,072	▼	5	117	734	82	297	(102)	73
Donations and contributions	58,499	64,520	(6,021)	(9.0%)	86,289	▼	6	0	N/A	(484)	(5,336)	N/A	N/A
<b>Total Revenue</b>	<b>302,188</b>	<b>309,416</b>	<b>(7,228)</b>	<b>(2.3%)</b>	<b>423,642</b>	▼		<b>117</b>	<b>616</b>	<b>(112)</b>	<b>(9,124)</b>	<b>732</b>	<b>543</b>
<b>Expense</b>													
Employee expenses	79,085	79,430	345	0.4%	108,770	▲	7	32	118	3	544	(336)	(16)
Labour contracts	2,897	2,932	35	1.2%	3,408	▲	7	70	(189)	309	0	(92)	(64)
Materials and services	61,182	64,746	3,564	5.5%	91,074	▼	8	66	718	712	1,579	309	183
Internal expenses	18,578	18,101	477	(2.6%)	24,202	▼	9	(81)	(9)	65	(446)	(41)	36
Other expenses	28,409	29,008	599	2.1%	39,808	▲	10	73	217	751	(225)	(228)	11
Depreciation & amortisation	60,333	59,917	416	(0.7%)	79,143	▲	11	(11)	95	(46)	(480)	19	7
<b>Total Expenses</b>	<b>250,484</b>	<b>254,134</b>	<b>3,650</b>	<b>1.4%</b>	<b>346,405</b>	▲		<b>149</b>	<b>950</b>	<b>1,794</b>	<b>972</b>	<b>(369)</b>	<b>157</b>
<b>Net Result</b>	<b>51,704</b>	<b>55,282</b>	<b>(3,578)</b>	<b>(6.5%)</b>	<b>77,237</b>	▲		<b>266</b>	<b>1,566</b>	<b>1,682</b>	<b>(8,152)</b>	<b>363</b>	<b>700</b>



## Revenue

1. Rates and utilities are tracking on budget following the amendments relating to valuation and category changes.
2. Fees and charges over budget relates to PRS planning and development fees 503k, including an Area Development Plan application lodged in Springfield and a material change of use application in Yamanto. Also over budget \$361k in Resource Recovery relating to commercial services and higher customers than budgeted in the Recycling Refuse Centre.
3. Grant revenue under budget in IED relating to returned grants of \$485k received in the previous financial year and a number of budgeted grants not expected to be received this year. This is offset by additional unbudgeted grants expected this financial year.
4. Internal revenue over budget in Resource Recovery relates to internal recovery for various services offset partly by increased internal expenses. This is partially offset in CS relating to lower than expected tax equivalents revenue payments.
5. Other revenue over budget primarily relates to the higher than expected UU Tax Revenue in CS and is subject to UU's revenue and tax position throughout the year. Also over budget in IED relating to unbudgeted revenue received from Energex for tree replacements and gain on disposal of assets.
6. Donations and contributions under budget relates to lower than expected donated asset revenue in IED.

## Expenses

7. Employee expenses including labour contracts under budget \$380k or 0.46% at the end of March. Analysis on weekly employee costs will continue to be undertaken.
8. Materials and services (excluding labour contracts) under budget \$3.6 million YTD. \$1.6 million relates to IED primarily in the Works and Field Services Branch as a result of delays in projects, lower than expected maintenance costs and minor variances across the Department. \$718k under in CS relating to efficiencies in the ICT Branch due to contract renegotiations. \$712k relates to CCED primarily in the Libraries and Customer Service Branch and Marketing and Promotion Branch. \$309k under in Resource Recovery relating to minor under spends across the sections. \$183k under budget in PRS relating to major legal appeals not yet incurred.
9. Internal trading expense variance relates to fleet cost recovery and indicates a lower utilisation of assets compared to budgeted expectations, and waste charges for various services, partially offset by increased internal expenses.
10. Other expenses under budget primarily in CCED relating to lower grant expenditure due to less requests for grants and there are also other minor underspends across the department. This is partially offset by over budget in IED and Resource Recovery relating to unbudgeted compensation for construction awaiting an insurance claim to be finalised and the waste levy fees.
11. Depreciation over budget approximately \$416k YTD following an increase to depreciation processed in the budget amendment for March.

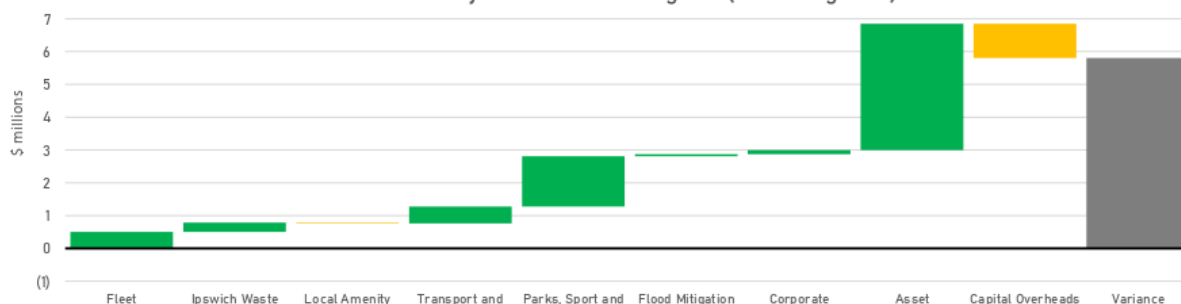
## FINANCIAL EXECUTIVE SUMMARY

MARCH 2021

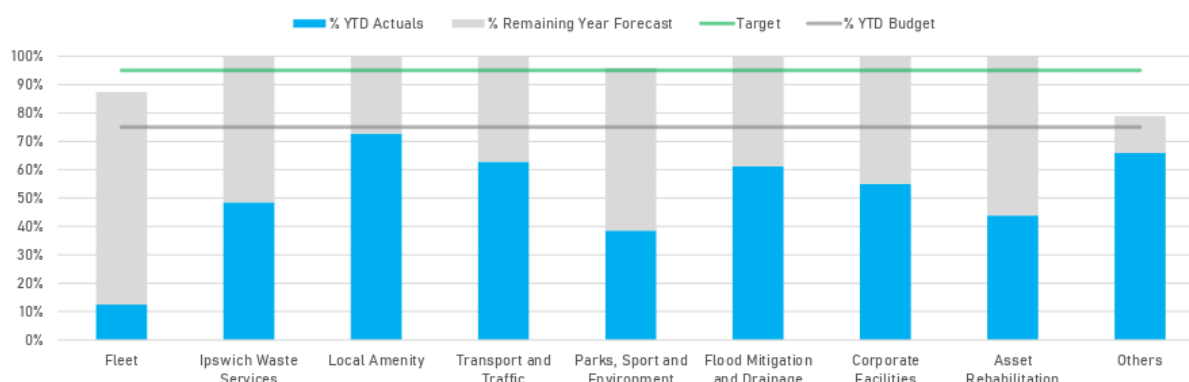
### Capital

	YTD				Annual	
	Actuals \$'000s	Current Budget \$'000s	Variance \$'000s	Variance %	Current Budget \$'000s	Trend from FEB 2021
Coordination and Performance	74,195	83,319	9,124	11.0%	106,009	▼
Corporate Services	4,618	5,904	1,286	21.8%	11,916	▼
Community, Cultural and Economic Development	1,653	3,265	1,612	49.4%	3,521	▲
Infrastructure and Environment	36,355	42,233	5,878	13.9%	72,133	▼
Planning and Regulatory Services	23	0	(23)	N/A	165	-
<b>Net Result</b>	<b>116,844</b>	<b>134,721</b>	<b>17,877</b>	<b>13.3%</b>	<b>193,744</b>	▼

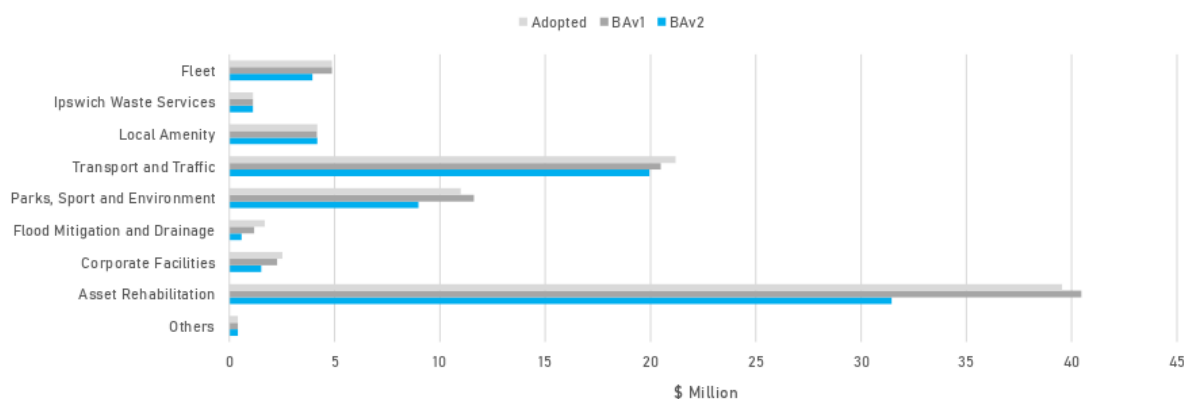
YTD Variance by Construction Program (Excluding CBD)



Capital Program (Excluding CBD)  
Actual and Forecast % of FY Budget



Capital Program (Excluding CBD)  
Budget Version Comparison



Item 15.4 / Attachment 1.

CAPITAL SUMMARY AS AT MARCH 2021					
	YTD Actual \$'000s	YTD Budget \$'000s	YTD Variance \$'000s	Full Year Budget \$'000s	EOY Forecast \$'000s
Comments					
<b>Whole of Council</b>					
Construction Program and Asset Purchase	116,844	134,721	17,877	193,744	193,846
Donated Assets	43,979	50,760	6,781	67,685	67,685
<b>Coordination and Performance</b>					
Construction Program and Asset Purchase	5,115	5,150	35	8,330	8,330
CBD Development	69,080	78,169	9,089	97,679	97,679
CBD - Variance is primarily related to the financial impairment applied to the Commonwealth Hotel and the delay of the Metro B works due to the move-out date for QLD Health.					
<b>Total Capital Expenditure</b>	<b>74,195</b>	<b>83,319</b>	<b>9,124</b>	<b>106,009</b>	<b>106,009</b>
<b>Corporate Services</b>					
Construction Program and Asset Purchase	2,951	3,091	140	4,754	4,754
CBD Development - ICT Component	1,667	2,813	1,146	7,162	7,162
ICT - Satisfactory results. CBD component on track, an underspend is projected for this project.					
<b>Total Capital Expenditure</b>	<b>4,618</b>	<b>5,904</b>	<b>1,286</b>	<b>11,916</b>	<b>11,916</b>
<b>Community, Cultural and Economic Development</b>					
Construction Program and Asset Purchase	1,653	3,265	1,612	3,521	3,521
Library - No issues due to reduction in BAv2					
Civic Centre - Under budget due to delays, but is still expected to be delivered in the final quarter of the year.					
Art Gallery - No issues					
Community Safety and Innovation - Under budget due to delays, but is still expected to be delivered in the final quarter of the year.					
<b>Total Capital Expenditure</b>	<b>1,653</b>	<b>3,265</b>	<b>1,612</b>	<b>3,521</b>	<b>3,521</b>
<b>Infrastructure and Environment</b>					
Infrastructure Program	35,053	40,072	5,019	66,661	67,366
Infrastructure Program - Following the reduction of budget at BAv2 the Infrastructure program remains under budget due to project delays in Asset Rehabilitation and Parks, Sports and Environment programs.					
Equipment	266	339	72	404	319
Waste	544	828	284	1,122	1,122
Fleet	492	995	503	3,946	3,448
Equipment - Satisfactory results.					
Waste - Bins replaced as required and according to city growth.					
Fleet - Following a reduction in budget at BAv2, Fleet is currently under YTD budget due to a slight delayed delivery of a truck in early April that was expected in March and also due to an adjustment to the vehicle replacement schedule with a focus on cycling out expired warranty vehicles.					
<b>Total Capital Expenditure</b>	<b>36,355</b>	<b>42,233</b>	<b>5,878</b>	<b>72,133</b>	<b>72,255</b>
<b>Planning and Regulatory Services</b>					
Construction Program and Asset Purchase	23	0	(23)	165	165
Cemeteries - No issues					
<b>Total Capital Expenditure</b>	<b>23</b>	<b>0</b>	<b>(23)</b>	<b>165</b>	<b>165</b>
<b>Donated Assets</b>					
Coordination and Performance	0	0	0	0	0
Corporate Services	0	0	0	0	0
Community, Cultural and Economic Development	9	18	9	28	28
Infrastructure and Environment	43,969	50,742	6,773	67,657	67,657
Planning and Regulatory Services	0	0	0	0	0
<b>Total Donated Assets</b>	<b>43,979</b>	<b>50,760</b>	<b>6,781</b>	<b>67,685</b>	<b>67,685</b>

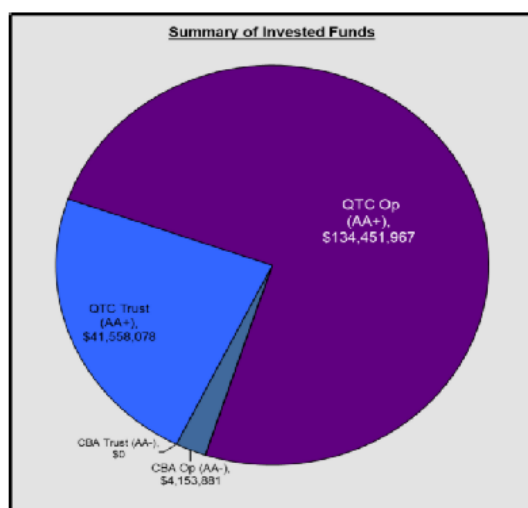
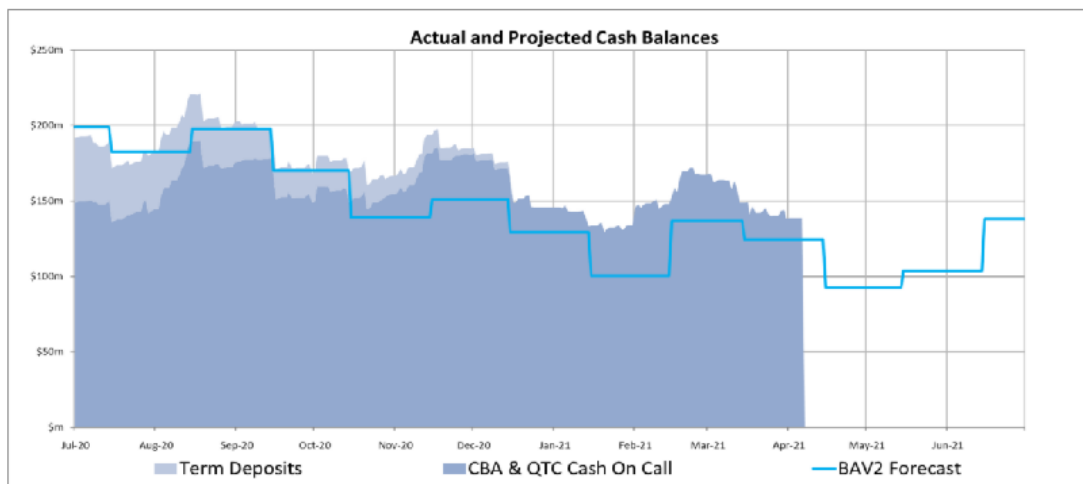


Item 15.4 / Attachment 1.

FINANCIAL EXECUTIVE SUMMARY

MARCH 2021

Cash and Investments



Investments and Earnings Summary	Margin	% Return	\$
CBA Operating Account	0.006	0.60%	\$4,153,881
Term Deposit Investments	- 0.000		
QTC Trust Fund Account	0.007	0.69%	\$41,558,078
QTC Operating Account - CBD	0.007	0.69%	\$11,755,445
QTC Operating Account - General	0.007	0.69%	\$122,696,522
<b>QTC Operating Account - Total</b>	<b>0.007</b>	<b>0.69%</b>	<b>\$134,451,967</b>
Total Invested funds (W.Avg return)	0.007	0.69%	\$180,163,926
<b>Total Operating Funds (Ex Trust)</b>	<b>0.007</b>	<b>0.69%</b>	<b>\$138,605,849</b>

**Cashflow**

Council's cash and cash equivalents balance as at 31 March 2021 was \$138.6 million. The end of period cash holdings includes \$11.8 million of carried forward unspent loan funds invested with QTC. Council's investments are made in accordance with Council's Investment Policy (adopted as part of the annual budget) with an average return percentage of 0.69%.



Doc ID No: A7201847

ITEM: 15.5  
SUBJECT: UPDATED ASSET ACCOUNTING POLICY  
AUTHOR: FINANCIAL ACCOUNTING MANAGER  
DATE: 16 APRIL 2021

### **EXECUTIVE SUMMARY**

This is a report concerning the updated asset accounting policy. The asset accounting policy was updated to provide more guidance to as to how Council assets are accounted for in accordance with Australian Accounting Standards.

### **RECOMMENDATION/S**

**That the revised Asset Accounting Policy, as detailed in Attachment 1, be adopted.**

### **RELATED PARTIES**

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

### **ADVANCE IPSWICH THEME**

Listening, leading and financial management

### **PURPOSE OF REPORT/BACKGROUND**

The Council's current asset accounting policy is a very brief policy and does not provide sufficient detailed information to Council officers on how the Council is to account for its assets. As a result, finance staff have found it challenging to provide clear guidance on asset accounting to other areas of Council.

In addition, the Queensland Audit Office requested that the asset accounting policy be updated to include a clear policy as to how and the timing of when Council recognises its donated assets and the corresponding donated asset revenue. This matter arose as part of the finalisation of audit of the 2019-2020 financial statements whilst the Queensland Audit Office was testing the processes and timing of when the donated assets are accepted "on maintenance" through the Planning and Regulatory Department and then recorded in the asset management and accounting systems. The Audit and Risk management Committee have also requested that the policy be updated.

Detailed procedures and processes that support the acceptance of the assets and the recording of the assets in both the spatial asset management systems and the accounting systems are being updated by the respective branches and as part of the Effective Asset Management Strategic Project.

### LEGAL/POLICY BASIS

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

### RISK MANAGEMENT IMPLICATIONS

The risk in not approving the updated asset accounting policy is that assets may not be accounted for in accordance with Australian Accounting Standards.

### FINANCIAL/RESOURCE IMPLICATIONS

There are no specific implications as a result of this report.

### COMMUNITY AND OTHER CONSULTATION

The contents of this report did not require any community consultation. The Finance Branch have met and liaised with both the Planning and Regulatory Department and Legal Services Branch in relation agreeing the timing of when Council accepts the assets and when the accounting for the asset and revenue is recognised.

### CONCLUSION

The updated Asset Accounting Policy is included at Attachment 1.

### ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Revised Asset Accounting Policy <a href="#">↓</a> 
2.	Asset Accounting Policy with track changes <a href="#">↓</a> 

Christina Binoya

**FINANCIAL ACCOUNTING MANAGER**

I concur with the recommendations contained in this report.

Jeffrey Keech

**ACTING GENERAL MANAGER CORPORATE SERVICES**

***“Together, we proudly enhance the quality of life for our community”***



IPSWICH CITY COUNCIL

## Asset Accounting Policy

<b>Version Control and Objective ID</b>	Version No:	Objective ID:
<b>Approved by Council on</b>		
<b>Date of Review</b>		

### 1. Statement

Council is strongly committed to recognising its non-current assets in accordance with Australian Accounting Standards to ensure Council's financial statements accurately reflect Council's asset position at the end of each financial year.

### 2. Purpose and Principles

The asset accounting policy is the Council's overarching policy for the accounting of assets. Its purpose is to ensure that assets are accounted for in accordance with Australian Accounting Standards and that the policy is consistently applied in all areas of asset accounting.

### 3. Strategic Plan Links

This policy relates to the Advance Ipswich theme of:

- Listening, Leading and Financial Management.

### 4. Regulatory Authority

*Local Government Act 2009*

*Local Government Regulations 2012*

Australian Accounting Standards

### 5. Scope

The Asset Accounting Policy applies to the line items of property, plant & equipment, intangible assets and assets held for resale as disclosed within Council's Statement of Financial Position.

This policy generally impacts upon all Council employees and contractors. Specifically, the policy is directly applicable to Asset Custodians and Council officers who have asset management and asset accounting responsibilities. This policy will be applicable when performing the following functions:

- Acquiring, constructing or developing a non-current asset
- Accounting for costs incurred in maintaining a non-current asset
- Renewing, replacing or enhancing the service potential of a non-current asset
- Revaluing non-current assets
- Disposal of non-current assets
- Accounting for the depreciation or amortisation of non-current assets

## IPSWICH CITY COUNCIL | Asset Accounting Policy

- Reporting and disclosing non-current assets
- Establishing the useful life and residual value of non-current assets
- Testing noncurrent assets for impairment

### 6. Asset classes

The following asset classes are reported by Council:

- Land
- Buildings and structures
- Flood mitigation
- Roads, bridges and footpaths
- Flooding and drainage
- Artworks

### 7. Asset recognition

For an item to be recognised as a non-current asset in Council's financial asset register it must meet all the following criteria:

- Council has control over the asset
- It is probable that future economic benefits associated with the item will flow to Council
- The cost or fair value of the asset can be measured reliably
- The cost or fair value exceeds Council's asset recognition threshold

Recognition thresholds to be applied on initial acquisition of an asset are as follows:

Asset Class	Capitalisation Threshold
Land	\$1*
Land Improvement	\$1,000
Buildings	\$1,000
Intangible Assets	\$5,000
Plant and Equipment	\$1,000
Artworks	\$1,000
Infrastructure Assets	\$10,000

\*Minor land parcels (less than 100m<sup>2</sup>) have no market value and possess limited or negligible service potential.

#### *Networked Asset*

A network is a grouping of multiple assets that are individually below the capitalisation threshold. These assets perform a whole service and require recognition in the financial statements due to their collective value (i.e. office furniture, computer network, ICT equipment).

## IPSWICH CITY COUNCIL | Asset Accounting Policy

### *Complex Assets*

A complex asset (i.e. a building) can be apportioned to individual significant components. Assets will be recognised at component level where feasible.

The significant components of a complex asset are identified and depreciated separately. This provides accurate and relevant information for users of general purpose financial statements and for asset management purposes.

A significant component is one that meets the following criteria:

- Can be separately identifiable and measurable and is able to be separated from the complex asset;
- May require replacement and intervention at regular intervals during the life of the complex asset;
- Has a significant value in relation to the total cost of the complex asset; and
- May have a different estimated useful life from the complex asset so that failure to depreciate it separately would result in a material difference in the annual depreciation expense for that asset.

When replacing a component of a complex asset and if applicable the existing written down value of the original component should be written off.

Components will be capitalised as long as the total capital project expenditure meets the asset recognition threshold.

### **8. Capital Costs on Assets after initial recognition**

Directly attributable costs relating to assets incurred after initial recognition are to be capitalised whenever the associated work either renews, extends or upgrades the asset's underlying service potential.

### **9. Asset Valuation Method**

All Council assets that qualify for recognition are to be initially measured at cost. However, where an asset is acquired at no cost (donated) or for nominal cost, the value is deemed to be its fair value at the date of acquisition. Fair Value is deemed to be either:

- Market Value if there is market evidence; or
- Current Replacement Cost if there is no market evidence.

Where an asset was acquired in prior financial years and has yet to be recorded in Council's financial asset register, the asset is to be brought to account at the fair value as at the date of recognition.

## IPSWICH CITY COUNCIL | Asset Accounting Policy

The valuation method applicable to each Asset Class subsequent to initial recognition is as follows:

Asset Class	Valuation Method
Land	Fair Value
Buildings and other structures	Current Replacement Cost
Roads, bridges and footpaths	Current Replacement Cost
Flooding and drainage	Current Replacement Cost
Artworks	Cost
Plant and equipment	Cost
Land improvements	Cost
Investment properties	Fair value
Intangible asset	Cost

**10. Asset acquisition***Purchased or Constructed Assets*

Assets which are constructed or purchased by Council are recorded as a depreciable asset for accounting purposes when they have been signed off as ready for use in the manner intended by management.

The cost of purchasing or constructing an asset includes initial costs that directly relate to getting the asset ready for use and subsequent costs that improve the condition of the asset beyond its originally assessed standard of performance or capacity.

*Contributed Assets*

Assets which are donated to Council are recognised when Council provides the developer with notification that all conditions associated with the development have been met. The Council must be satisfied that the assets have been constructed in accordance with relevant engineering standards and the Council must be satisfied that all accurate drawings, documents and plans have been provided.

The asset will be recognised at fair value in Council's asset register and an equivalent amount recognised as donated asset revenue.

**11. Depreciation or Amortisation Method**

The straight-line depreciation or amortisation method is adopted by Council to reflect patterns of consumption for all non-current assets other than parcels of land, which are not subject to depreciation.

**12. Review of Depreciation and Amortisation Parameters (Including Useful Life, Asset Condition, Remaining Useful Life, and Residual Value)**

Asset depreciation and amortisation parameters, useful lives, asset condition (used to assess remaining useful lives) and residual values are to be reviewed with enough regularity to ensure that they are representative of current conditions and expectations at the end of each financial year. Remaining useful life of an asset should be reassessed whenever a major addition or any significant partial disposal occurs.



## IPSWICH CITY COUNCIL | Asset Accounting Policy

### 13. Asset Revaluations

Council formally revalues each asset class held at fair value every five years. This ensures every asset class held at fair value is formally revalued every five years. The formal valuation is conducted by an external registered valuer. Council will adopt the new fair value of the asset class in its fixed asset register even though the change in fair value may not be material.

All other asset classes held at fair value which are not subject to a formal valuation will be revalued through applying a relevant index base. Indices should consider not only the effects of specific or general price levels, but also technological change, where possible. Council will need to consider the impact of the revaluation only if the cumulative change in the index is greater than 5% (either positive or negative).

### 14. Asset Impairment

Property, plant and equipment is assessed for indicators of impairment annually. If an indicator of possible impairment exists, the Council determines the asset's recoverable amount. Any amount by which the asset's carrying amount exceeds the recoverable amount is recorded as an impairment loss.

### 15. Non-Current Asset Derecognition

An asset is to be derecognised in the financial asset register whenever:

- The asset is destroyed, abandoned or decommissioned with no future economic benefit expected to be generated from its use
- The asset is scrapped, sold or traded
- The asset is lost or stolen; or
- Control of the asset is transferred to another entity

Council will dispose of assets (including those not recorded in the fixed asset register) through auction, tender or trade in, where they are identified as surplus to requirements and have an apparent (realisable) value greater than or equal to \$1,000. The \$1,000 threshold does not apply to land assets as all disposals of land irrespective of value, must follow due process.

Assets (including those not recorded in the fixed asset register) with an apparent value of less than the values stated above, may be disposed through donation to registered charitable or not-for profit-community organisations. This may be done without an initial attempt to sell the asset via tender or public auction with the prior approval of the disposal process, by the Asset Custodian's General Manager.

In the case of scrap metal etc, this may be sold to an appropriate scrap dealer.

All assets derecognised from the financial asset register require authorisation by the respective Asset Custodian.

## IPSWICH CITY COUNCIL | Asset Accounting Policy

### 16. Asset Stocktakes

Stocktake of all plant and equipment assets and intangible assets carried at cost is conducted on an annual basis.

The purpose of the stocktake is to verify the physical existence of items recorded in the asset register. It also seeks to identify assets that are under-utilised or those that are surplus to requirement and may require disposal. The stocktake also ensures that recorded details are true and correct.

### 17. Management of Work In Progress

Work In Progress balances are to be reviewed at least monthly to ensure that they are cleared no later than six months after practical completion or prior to full revaluation of the pertinent asset class, whichever occurs first.

### 18. Roles and Responsibilities

The Chief Financial Officer is responsible for ensuring adherence to this policy.

Managers and supervisors in the Finance Team are responsible for ensuring that employees are aware of, and comply with, this policy.

All Council officers in the Finance Team are required to be aware of, and comply with this policy.

### 19. Key Stakeholders

The following will be consulted during the review process:

- Legal and Governance Branch
- Planning and Regulatory Department

### 20. Monitoring and Evaluation

- Monitoring asset transactions for compliance with relevant legislation, Australian Accounting Standards, Council's asset accounting policy and procedure.
- Monthly review and evaluation of assets recorded in the financial asset register for accuracy and to identify any misstatements.

### 21. Definitions

To assist in interpretation, the following definitions apply:

**Amortisation** is the systematic allocation of an intangible asset (less any residual value) over its useful life to reflect patterns of periodic consumption of the asset.

**Asset Class** is a grouping of non-current assets of a similar nature and the lowest level of information on non-current assets included within Council's financial statements.

**Asset Custodian** is the Officer in Council responsible for managing an asset.

**Control** of an asset refers to the ability to direct the use of, and obtain substantially all the remaining benefits from, the asset. Control includes the ability to prevent other entities from direct use of, and obtaining the benefits from, an asset.

## IPSWICH CITY COUNCIL | Asset Accounting Policy

**Depreciation** is the systematic allocation of a tangible asset (less any residual value) over its useful life to reflect patterns of periodic consumption of the asset.

**Fair Value** is the price that would be received to sell an asset or paid to transfer a liability in an ordinary transaction between market participants at the measurement date. As defined in AASB 116 Property, Plant and Equipment.

**Infrastructure Assets** are passive or active assets within the network of roads, bridges, flooding and drainage infrastructure.

**Intangible asset** is an identifiable non-monetary asset without physical substance.

**Non-Current Asset** is a resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity with a life greater than 12 months. Key features of an asset include:

- (i) Controlled by Council, having a useful life of at least one year through which;
- (ii) Council derives future economic benefits; and
- (iii) Have been acquired as a result of a past transaction or other past event.

**Useful Life** is an indication of the service potential embodied in the non-current assets and is the basis for calculating depreciation. Useful lives for non-current assets will be reviewed at least annually, and will be adjusted in circumstances where considered appropriate (eg. significant enhancements, replacements, refurbishments or revaluation).

### 22. Policy Owner

The General Manager Corporate Services is the policy owner and the Chief Financial Officer is responsible for authoring and reviewing this policy.



IPSWICH CITY COUNCIL

## Asset Accounting Policy

Version Control and Objective ID	Version No:	Objective ID:
Approved by Council on		
Date of Review		

### 1. Statement

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### 2. Purpose and Principles

The asset accounting policy is the Council's overarching policy for the accounting of assets. Its purpose is to ensure that assets are accounted for in accordance with Australian Accounting Standards and that the policy is consistently applied in all areas of asset accounting.

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This policy relates to the Advance Ipswich theme of:

- Listening, Leading and Financial Management.

### 4. Regulatory Authority

Local Government Act 2009  
Local Government Regulations 2012  
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### 5. Scope

The Asset Accounting Policy applies to the line items of property, plant & equipment, intangible assets and assets held for resale as disclosed within Council's Statement of Financial Position.

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- Acquiring, constructing or developing a non-current asset
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- Renewing, replacing or enhancing the service potential of a non-current asset
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- Disposal of non-current assets

- [Accounting for the depreciation or amortisation of non-current assets](#)
- [Reporting and disclosing non-current assets](#)
- [Establishing the useful life and residual value of non-current assets](#)
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#### 6. [Asset classes](#)

[The following asset classes are reported by Council:](#)

- [Land](#)
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- [Roads, bridges and footpaths](#)
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[For an item to be recognised as a non-current asset in Council's financial asset register it must meet all the following criteria:](#)

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<a href="#">Asset Class</a>	<a href="#">Capitalisation Threshold</a>
<a href="#">Land</a>	<a href="#">\$1*</a>
<a href="#">Land Improvement</a>	<a href="#">\$1,000</a>
<a href="#">Buildings</a>	<a href="#">\$1,000</a>
<a href="#">Intangible Assets</a>	<a href="#">\$5,000</a>
<a href="#">Plant and Equipment</a>	<a href="#">\$1,000</a>
<a href="#">Artworks</a>	<a href="#">\$1,000</a>
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Where an asset was acquired in prior financial years and has yet to be recorded in Council's financial asset register, the asset is to be brought to account at the fair value as at the date of recognition.

The valuation method applicable to each Asset Class subsequent to initial recognition is as follows:

<u>Asset Class</u>	<u>Valuation Method</u>
<u>Land</u>	<u>Fair Value</u>
<u>Buildings and other structures</u>	<u>Current Replacement Cost</u>
<u>Roads, bridges and footpaths</u>	<u>Current Replacement Cost</u>
<u>Flooding and drainage</u>	<u>Current Replacement Cost</u>
<u>Artworks</u>	<u>Cost</u>
<u>Plant and equipment</u>	<u>Cost</u>
<u>Land improvements</u>	<u>Cost</u>
<u>Investment properties</u>	<u>Fair value</u>
<u>Intangible asset</u>	<u>Cost</u>

#### **10. Asset acquisition**

##### Purchased or Constructed Assets

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**18. Roles and Responsibilities**

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The following will be consulted during the review process:

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- Monitoring asset transactions for compliance with relevant legislation, Australian Accounting Standards, Council's asset accounting policy and procedure.
- Monthly review and evaluation of assets recorded in the financial asset register for accuracy and to identify any misstatements.

**21. Definitions**

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**Asset Class** is a grouping of non-current assets of a similar nature and the lowest level of information on non-current assets included within Council's financial statements.

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**Control** of an asset refers to the ability to direct the use of, and obtain substantially all the remaining benefits from, the asset. Control includes the ability to prevent other entities from direct use of, and obtaining the benefits from, an asset.

Depreciation is the systematic allocation of a tangible asset (less any residual value) over its useful life to reflect patterns of periodic consumption of the asset.

Fair Value is the price that would be received to sell an asset or paid to transfer a liability in an ordinary transaction between market participants at the measurement date. As defined in AASB 116 Property, Plant and Equipment.

Infrastructure Assets are passive or active assets within the network of roads, bridges, flooding and drainage infrastructure.

Intangible asset is an identifiable non-monetary asset without physical substance.

Non-Current Asset is a resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity with a life greater than 12 months. Key features of an asset include:

- (i) Controlled by Council, having a useful life of at least one year through which;
- (ii) Council derives future economic benefits; and
- (iii) Have been acquired as a result of a past transaction or other past event.

Useful Life is an indication of the service potential embodied in the non-current assets and is the basis for calculating depreciation. Useful lives for non-current assets will be reviewed at least annually, and will be adjusted in circumstances where considered appropriate (eg. significant enhancements, replacements, refurbishments or revaluation).

## 22. Policy Owner

The General Manager Corporate Services is the policy owner and the Chief Financial Officer is responsible for authoring and reviewing this policy.

### **ASSET ACCOUNTING POLICY**

#### **Document No: A4644978**

**1.1 Objectives:** The purpose of this policy is to outline Council's accounting treatment of significant capital items or "Assets". An asset in this context refers to items of significant value with a life of greater than 12 months but excludes financial assets e.g. cash, debtors or investments.

**1.2 Regulatory Authority:** The Local Government Act 2009, the Local Government Regulation 2012 and Australian Accounting Standards (including AASB 116 Property, Plant and Equipment).

#### **1.3 Policy Statement:**

Council recognises expenditure of equal to or greater than \$1,000 on an item or network of items that will be used for the delivery of non-infrastructure services over a period of greater than 12 months as an asset. In the case of infrastructure

~~assets the monetary recognition threshold will be \$10,000 per item or network of items.~~

~~Council will revalue all assets (except plant and equipment with a value less than \$1,000,000) annually with the assistance of a registered valuer/s.~~

~~Council will perform a stocktake of all assets annually.~~

~~Council will assess impairment for assets annually.~~

~~Council will recognise depreciation or amortisation of assets over the life of the asset.~~

~~**1.4 Scope:** Council may elect to recognise significant items of value less than \$1,000 due to the portability and attractiveness of the item in its fixed asset registers.~~

~~**1.5 Roles and responsibilities:** The Chief Operating Officers in each department, together with the Finance Branch of the Finance and Corporate Services Department are responsible for ensuring compliance with this policy.~~

~~**1.6 Definitions:**~~

~~*Amortisation* — The allocation of the depreciable amount (cost less salvageable value) of an intangible asset over its useful life.~~

~~*Depreciation* — The allocation of the depreciable amount (cost less salvageable value) of an asset with physical substance over its useful life.~~

~~*Impairment* — Using internal and external indicators to determine when an asset's recoverable amount (i.e. the net amount expected to be recovered through cash flows arising from its use and disposal) is less than its carrying amount~~

~~*Infrastructure asset* — passive or active assets within the network of roads, bridges, footpaths, flooding and drainage infrastructure.~~

~~*Non-infrastructure asset* — all other assets not considered infrastructure assets.~~

~~*Revalue* — to reassess the fair value of assets~~

~~Stocktake—to audit asset holdings and to periodically review value (test for impairment) and remaining useful life.~~

~~1.7 Policy Author:~~ Chief Financial Officer

~~Date of Review:~~ 19 February 2018

~~Amended Policy Adopted:~~ 25 August 2015

~~Committee Reference and Date:~~ Policy and Administration Board No. 2015(08) of 11 August 2015—City Management and Finance Committee No. 2015(08) of 18 August 2015—Council Ordinary Meeting of 25 August 2015

~~No of Resolution:~~ 2

~~Date to be Reviewed:~~ 19 February 2020

~~Date of Council Resolution:~~ 3 April 2012

~~Committee Reference and Date:~~ Policy and Administration Board No. 2012(02) of 20 March 2012—City Management and Finance Committee No. 2012(04) of 27 March 2012

~~No of Resolution:~~ 1

~~Date to be Reviewed:~~ 3 April 2014

Doc ID No: A7207248

ITEM: 15.6

SUBJECT: PROMOTION OF GREEN WASTE BINS AT IPSWICH SHOW

AUTHOR: STRATEGY AND BUSINESS PLANNING COORDINATOR

DATE: 20 APRIL 2021

### **EXECUTIVE SUMMARY**

This is a report concerning a proposal for Council to run a promotion encouraging participation by the Ipswich community in Council's "Opt-In" Green Waste service during the Ipswich Show.

### **RECOMMENDATION**

**That Council endorse the following promotion which is proposed to be offered during the Ipswich Show, being:**

- **For residents who sign up to Council's "opt-in" green waste service during the Ipswich Show period (14-16 May 2021), they will receive up to 6 weeks free service. Effectively, the resident will receive a green waste service from mid-May 2021, with the annual normal charge commencing from 1 July 2021 to 30 June 2022.**

### **RELATED PARTIES**

There was no declaration of conflicts of interest.

### **ADVANCE IPSWICH THEME**

Caring for the environment.

### **PURPOSE OF REPORT/BACKGROUND**

The Queensland Government's *Waste Reduction and Recycling Act 2011* and associated Waste Management and Resource Recovery Strategy have mandated a 10% waste reduction for households, 50% recycling target and 55% diversion of municipal solid waste (MSW) by 2025.

Results taken from a 2020 community engagement survey found that only a quarter of residents using the opt-in green waste service are using it for food scraps and approximately 40% of all residents are using the general waste bin for most or all food scraps. Furthermore, the City's 2020 waste audit has confirmed only 0.5% of acceptable food material is being recovered, with the majority of material entering landfill (99.5%). With Council's diversion

rate currently tracking at 22.87%, well below the State's 2025 diversion target of 55%, the City will need to explore a range of options to increase food diversion.

In line with the four key pillar actions contained within the Draft Resource Recovery Strategy, Council is focused on the escalation of residential participation in the opt in green waste service. Accordingly, the proposal is to offer residents up to 6 weeks of free green waste services when they sign up during the Ipswich Show, with the annual charge to commence from 1 July 2021. This offer will cover approximately 13.5 months, starting during May 2021 and concluding June 2022, and will be available to both homeowners and tenants. Homeowners will be charged through their rates notice while tenants will be billed directly unless the City is provided with the homeowner's consent.

This promotion will be offered during the Ipswich Show (14 - 16 May 2021) in addition to being advertised on Council's website to promote and increase the uptake of Council's green waste service.

### **LEGAL/POLICY BASIS**

This report and its recommendations are consistent with the following legislative provisions: *Not Applicable, however consistent with the recommendations of the City's Draft Resource Recovery Strategy.*

### **RISK MANAGEMENT IMPLICATIONS**

This proposal is for a positive optional marketing campaign and inherently carry's marginal risk. Failure however to proactively market Council's current Opt-in green waste service could result in difficulty in achieving the City's planned resource recovery targets and greater cost when the whole of City rollout of the proposed Food Organics and Garden Organic's service is implemented during 2022-2023.

### **FINANCIAL/RESOURCE IMPLICATIONS**

Based on an annual green waste service charge of \$80 p.a. the ~1.5 month's free service is estimated to represent a missed revenue opportunity of approx. \$10 per service during the 2021-2022 financial year. This cost however represents a marginal investment in terms of the longer term financial, legislative, and environmental benefits which will be attained through increased participation in this service. Overall, it is anticipated that the increased revenue through improved community participation will offset any free period being offered.

### **COMMUNITY AND OTHER CONSULTATION**

Active promotion of Council's current green waste service is consistent with business as usual processes and as such no specific consultation regarding this marketing campaign has been sort.

## **CONCLUSION**

In conclusion it is recommended that Council endorse the proposal to offer up to 6 weeks free green waste service for residents who sign up to Council's "opt-in" green waste service during the Ipswich Show (14-16 May 2021) period, either in person at the Ipswich Show or on-line via Council's webpage.

Damien Guard

**STRATEGY AND BUSINESS PLANNING COORDINATOR**

I concur with the recommendations contained in this report.

Kaye Cavanagh

**MANAGER, ENVIRONMENT AND SUSTAINABILITY**

I concur with the recommendations contained in this report.

Sean Madigan

**ACTING GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT**

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





Doc ID No: A7202358

ITEM: 15.7

SUBJECT: PROPOSED RENEWAL OF LEASE OVER 116 BRISBANE STREET, IPSWICH TO  
RAJESH SHARMA

AUTHOR: PROPERTY SERVICES MANAGER

DATE: 19 APRIL 2021

### EXECUTIVE SUMMARY

This is a report concerning the proposed new tenure with the existing tenant over part of land located at 116 Brisbane Street, Ipswich described as Lease C in Lot 12 on SP103223 between Ipswich City Council (Council) to Mr Rajesh Sharma. The Lease is for the permitted use of dine in retailing and/or the retail sale of takeaway food and ancillary related uses. The existing lease is due to expire 30 June 2021.

### RECOMMENDATION/S

- A. That Council resolve to apply the exception under section 236(1)(c)(iii) of the *Local Government Regulation 2012* (Qld) and renew the existing lease, over part of 116 Brisbane Street, Ipswich and described as Lease C in Lot 12 on SP103223 (“the land”) to Mr Rajesh Sharma as the “Existing Tenant” of the land.
- B. That Council enter into a new Lease with Rajesh Sharma (“the lessee”) for a period of 3 (three) years, or alternatively, for a period of 5 (five) years.
- C. That pursuant to section 257(1)(b) of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer the power to take “contractual action” pursuant to section 238 of the Regulation, in order to implement Council’s decision.

### RELATED PARTIES

The subject property is not part of the Nicholas Street Precinct, however it is located within the Ipswich CBD and there was no declaration of conflicts of interest from Council Officers.

### ADVANCE IPSWICH THEME

Strengthening our local economy and building prosperity

### PURPOSE OF REPORT/BACKGROUND

The premises located at 116 Brisbane Street, Ipswich are currently occupied by Rajesh Sharma trading as the Indian Mehfil Restaurant, as the tenant under a lease with Council, expiring on 30 June 2021.

The building is State heritage listed and was originally constructed in 1878 as the Bank of Australasia Building with an attached manager's residence. After many years in operation as a bank, the building closed in 1943 and remained empty until Ipswich City Council purchased it in 1985. Since then, the building has been used as a former Council office, an Ipswich Library and as an Ipswich Visitor and Tourist Information Centre.

In 2003, Council went out to tender for the operator of the premises, with the use as a restaurant, the tender was later awarded to D'Arcy's on Doyle Restaurant and Bar in 2004. We understand the premises were initially occupied under a licence agreement and then a lease agreement was later entered into on 20 October 2006 for a 2.5 year' term with a 5 year' option. This lease agreement was terminated on 3 December 2007.

In 2008, Adana Corporation Pty Ltd entered into an agreement with Council commencing on 1 September 2008 for a two year' term with a 1 x 5 year' option for the operation of a Turkish restaurant. In May 2010 the lease was assigned from Adana Corporation Pty Ltd to Rajesh Sharma through a Deed of Consent to Assignment of the Lease. Mr Sharma continued the business operations of an Indian restaurant until the expiry of the lease on 31 August 2015.

A new lease was entered into between Council and Rajesh Sharma, which commenced on 1 September 2015 for a five (5) year term and included a licence over 3 additional areas, which provided an outdoor dining area, café and storage areas outside the premises.

Mr Sharma's Indian Mehfil Restaurant has continued to trade throughout a difficult period for the Ipswich CBD and is a valued local business. The lease agreement with Mr Sharma will expire on 30 June 2021. There is a holding over provision under the existing lease, with the consent of Council. This allows the continuation of the existing lease on a monthly tenancy until such time as Council or Mr Sharma terminate the lease by giving the other party at least one month's notice or the lease is renewed for a further term.

At the end of the lease, the Lessee is required to remove all fixtures and make good any works by the Lessee to bring the premises back to the original layout. These requirements will be extended under the holdover of the lease agreement.

## **POSSIBLE FUTURE USE OF THE LAND AND PROPERTY**

The Council premises at 116 Brisbane Street occupy an important central position in the Ipswich CBD, at the corner of Brisbane and Nicholas Streets (d'Arcy Doyle Place). This high-profile location, amid an impressive group of heritage buildings, is frequently the central orientation position for visitors to the city. It also has the potential to function as the social gathering point of Ipswich's arts precinct.

With the redevelopment of the Ipswich CBD, there is opportunity to give further consideration to the expansion and improvement of what is referred to as "The Arts Precinct" located on the corner of Brisbane and Nicholas Streets (d'Arcy Doyle Place). The premises at 116 Brisbane Street are ideally placed to support the further development and expansion of the Art Gallery and public arts building. Industry survey data reveals the importance of easy access to coffee/cake and or lunch as a key determinant for visitors when making decisions to visit cultural venues. A café or bistro to support the Art Gallery

would extend the duration of visits and capture increased expenditure during a visit. The lack of a gallery café or bistro is the most frequent visitor complaint received by the Ipswich Art Gallery.

The subject premises have the potential to function as both a gallery bistro and an accessible café for more casual visitors (in comfortable al fresco surroundings e.g. d'Arcy Doyle Place, Gallery forecourt). The heritage interior of the building may be complemented through the display of artworks and heritage items from the gallery's collection to provide a unique point of difference to other cultural destinations.

The Ipswich Art Gallery and the subject premises have a long and close association. The proximity and heritage characteristics of the two buildings allows for a comfortable flow of patrons from one to the other. A gallery supported bistro/café would provide the catering for art gallery booked tour groups, opening events and functions. This will provide vital support to the Nicholas Street Precinct and bolster foot traffic to the CBD and The Arts Precinct as a tourist destination. This is currently not an option while the premises are offered under a lease agreement.

The Nicholas Street Precinct redevelopment project will be an entertainment destination with retailers, restaurants, cafes and entertainment venues. Tulumur Place and the Library will have regular programmed activations with grassroots and cultural entertainment as well as providing vital social and community services. The Arts Precinct will also provide an alternative destination for visitors to the CBD through arts and cultural entertainment and activities that contribute as one of the anchor attractions.

The ideal location of the subject premises and the expiring tenancy of the building presents an opportunity to explore the proposal of expanding the Arts Precinct further. However, it is recognised that it will take some time to develop a proposal with options for future use, determine the viability of those options and identify any necessary sources of funding. Further, that the major focus at present is on the tenancies and activation of the re-developed Nicholas Street Precinct. Officers propose to commence consideration of a proposal for expanding the Arts Precinct for consideration by ELT and Council.

In the interim period, there are several options available including:

#### **1. RENEWAL OF THE LEASE (FOR A 3 OR 5 YEAR TERM)**

That Council renew the lease to the existing lessee for a term of 3 or 5 years on the existing terms. The exception under 236 (c) (iii) of the Local Government Regulation 2009 allows Council to renew the lease of land to the existing lessee of the land.

#### **2. HOLDING OVER**

That Council apply the holding over provision under clause 2.2 of the existing lease upon expiry to allow the lessee to continue to occupy the premises on a monthly basis until such time that Council or the lessee terminate the lease with 1 months' notice to the other party or the lease is renewed for an additional term. This option is not recommended as it does not provide Mr Sharma as the tenant with sufficient certainty for his business in the current circumstances.

### **3. TENDER**

That Council invite written tenders from experienced operators for the management and operation of a restaurant, café or catering and hospitality service for a term of 5 years at market rent.

Council are required to apply the sound contracting principles when disposing of land by way of a lease. Under section 227 of the *Local Government Regulation 2012* Council must invite written tenders or invite expressions of interest prior to inviting written tenders in the promotion of fair and equitable process for the disposal of the land via a lease.

This option is not recommended in the current circumstances given the proposed consideration of the future use of the subject premises.

### **LEGAL/POLICY BASIS**

This report and its recommendations are consistent with the following legislative provisions:

*Local Government Act 2009*

*Local Government Regulation 2012*

*Retail Shop Leases Act 1994*

*Property Law Act 1974*

### **RISK MANAGEMENT IMPLICATIONS**

Council needs to consider and balance the opportunity to renew the lease and continue to support Mr Sharma as the current tenant with the opportunity to assess and repurpose the use of the subject property.

### **FINANCIAL/RESOURCE IMPLICATIONS**

The current rent under the lease is \$6,381.18 per month or \$76, 574.16 per annum gross. The lessee is responsible for electricity expenses and all other outgoings such as council and water rates are paid by Council. The lessee is responsible for keeping the premises in good repair throughout the tenancy, other than fair wear and tear and end of life replacement.

The continuation of the lease under a new lease agreement would result in the current rent of \$76, 574.16 per annum gross being increased by CPI at the commencement of the new lease.

### **COMMUNITY AND OTHER CONSULTATION**

Council commenced discussions with the existing Lessee on the renewal of the existing lease over the property and their appetite for an additional term of 3 years subject to a Council decision. The Lessee expressed they would like a further term of 5 years with a 5 year' option to renew.

The following internal stakeholders were consulted on the renewal of the existing lease and the future use of the Arts Precinct:







Don Stewart - Manager, Community and Cultural Services

Michael Beckmann - Director, Ipswich Art Gallery

James Hepburn - Chair - Retail Sub-Project Sub Committee

## CONCLUSION

**IT IS RECOMMENDED THAT COUNCIL SUPPORT OPTION 1 TO RENEW THE LEASE TO THE EXISTING LESSEE FOR A FURTHER TERM OF 3 OR 5 YEARS BY APPLYING THE EXCEPTION UNDER 236 (C) (III) OF THE *LOCAL GOVERNMENT REGULATION 2012* TO ALLOW THE FUTURE USE OF THE ARTS PRECINCT TO BE CONSIDERED. THE BUSINESS CASE FOR ON THE FUTURE USE OF THE SUBJECT PROPERTY HAS COMMENCED. ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS**

1.	Map of 116 Brisbane Street - Arts Precinct - 2021 <a href="#">↓</a> 
2.	Map of Arts Precinct Location in Ipswich CBD <a href="#">↓</a> 
3.	Overview Map - Indian Mehfil Restaurant - 116 Brisbane Street Ipswich <a href="#">↓</a> 
4.	Plan of Lease and Licence Area - Indian Mehfil Restaurant <a href="#">↓</a> 
5.	Lease Agreement Indian Mehfil expires 30 Jun 2021 <a href="#">↓</a> 
6.	Licence Agreement - Indian Mehfil - Additional Areas - 116 Brisbane Street Ipswich <a href="#">↓</a> 

Brett McGrath

**PROPERTY SERVICES MANAGER**

I concur with the recommendations contained in this report.

Anthony Dunleavy

**MANAGER, LEGAL AND GOVERNANCE (GENERAL COUNSEL)**

I concur with the recommendations contained in this report.

Jeffrey Keech

**ACTING GENERAL MANAGER CORPORATE SERVICES**

***“Together, we proudly enhance the quality of life for our community”***



**Ipswich City Council**

45 Roderick Street  
PO Box 191  
IPSWICH QLD 4305  
Australia

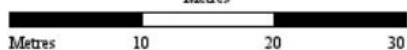
Telephone (07) 3810 6666  
Fax (07) 3810 6731  
Email [council@ipswich.qld.gov.au](mailto:council@ipswich.qld.gov.au)  
Web [www.ipswich.qld.gov.au](http://www.ipswich.qld.gov.au)  
Business Hours 8:00am - 4:30pm (Mon - Fri)

**116 Brisbane Street, Ipswich**



Scale 1:500

Metres



Metres 10 20 30



Printed Date: 11 Jan 2021





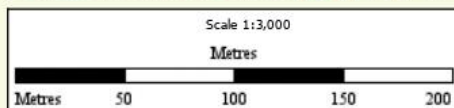


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Business Hours 8:00am - 4:30pm (Mon - Fri)

### Arts Precinct Location



Printed Date: 11 Jan 2021





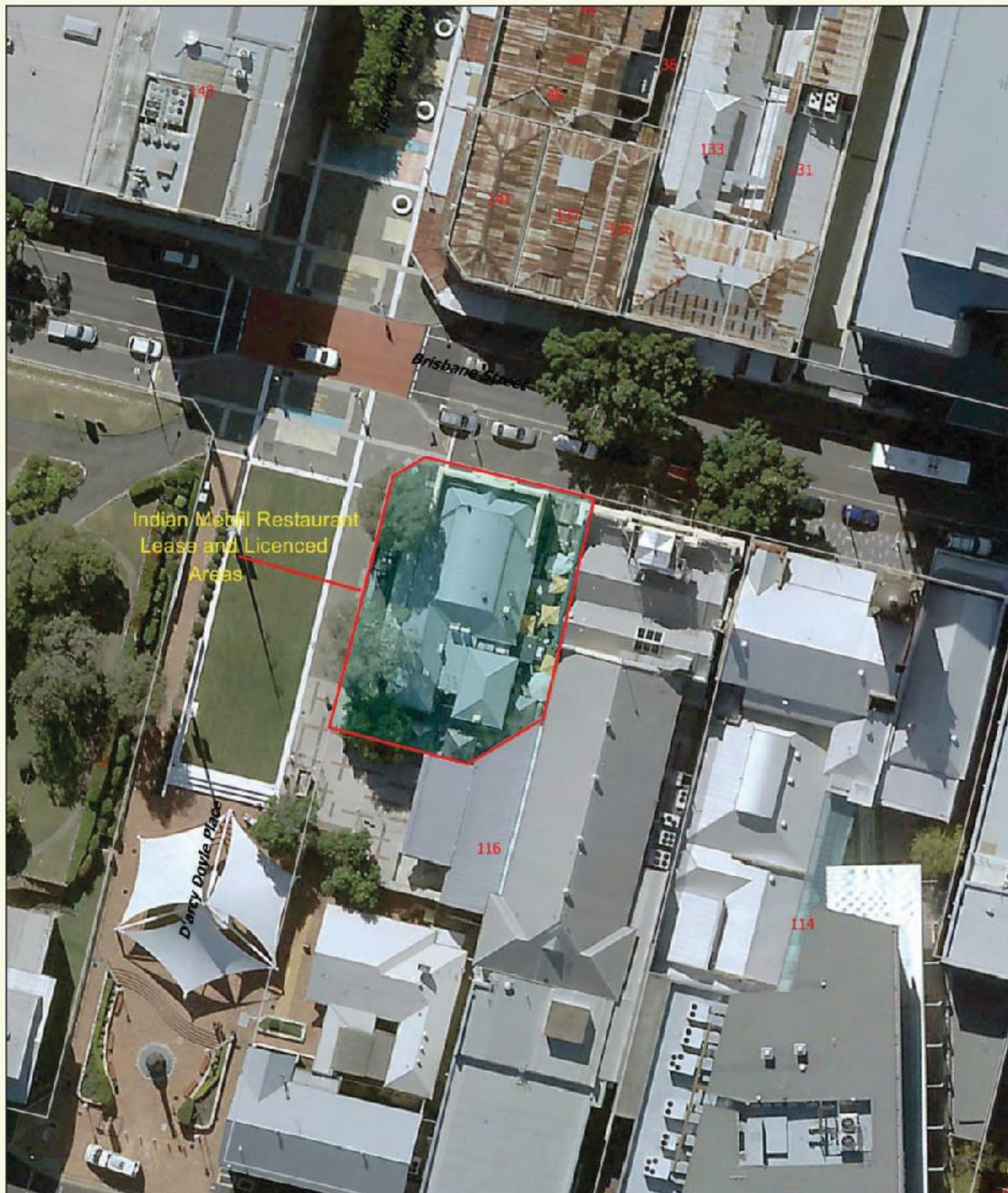


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Business Hours 8:00am - 4:30pm (Mon - Fri)

**116 Brisbane Street Ipswich**



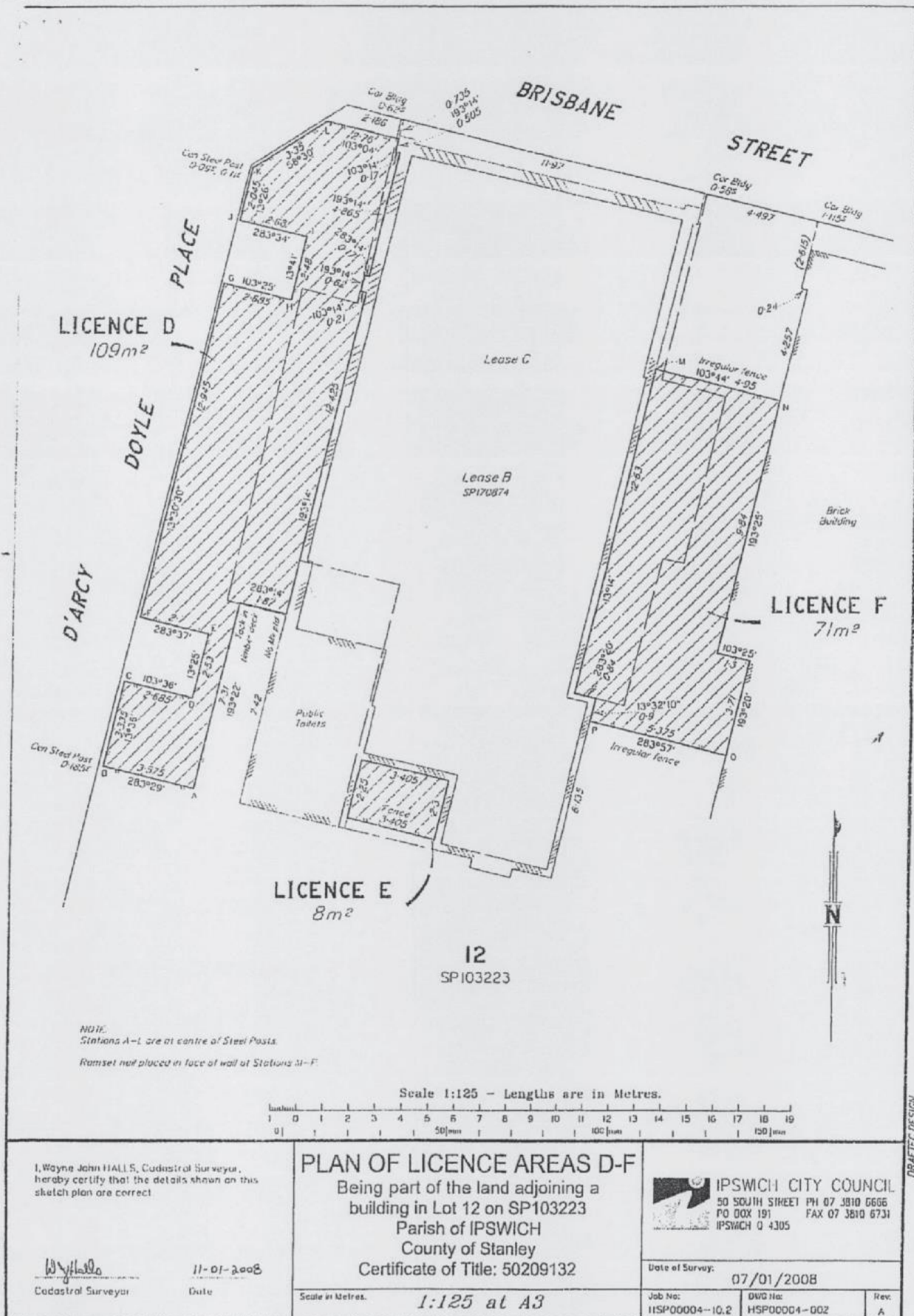
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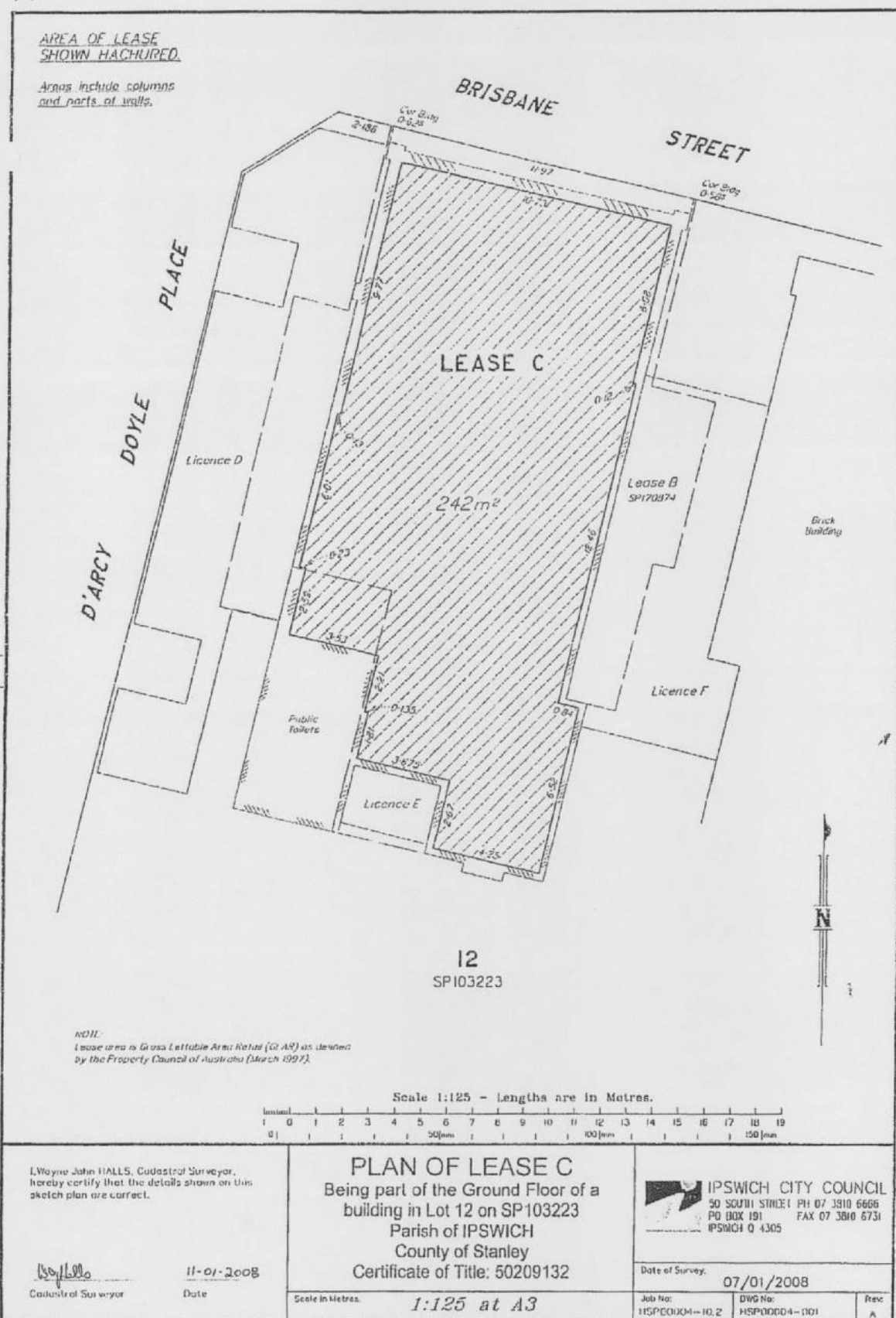


Printed Date: 3 Jul 2019









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

LEASE / SUBLEASE

FORM 7 Version 6  
Page 1 of 39

Dealing Number

Duty Imprint



Privacy Statement

Collection of this information is authorised by the Land Title Act 1994, the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DNRM see the department's website.

<b>1. Lessor</b> Ipswich City Council	<b>Lodger</b> (Name, address & phone number)	<b>Lodger Code</b>
--	--	--------------------

<b>2. Lot on Plan Description</b> Lot 12 on SP103223	<b>County</b> Stanley	<b>Parish</b> Ipswich	<b>Title Reference</b> 50209132
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<b>3. Lessee</b>	Given names Rajesh	Surname/Company name and number Sharma	(include tenancy if more than one)
------------------	-----------------------	---	------------------------------------

**4. Interest being leased**  
Fee simple

**5. Description of premises being leased**  
Part of the ground floor of the building on the lot identified in item 2, as shown hachured in black as "Lease C" on the attached plan

<b>6. Term of lease</b> Commencement date: 01/09/2015 Expiry date: 30/06/2021 and/or Event: #Options: Nil #insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> As provided in the attached schedule
--	--

**8. Grant/Execution**  
The lessor leases the premises described in item 5 to the lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

<p><i>[Signature]</i> Alicia Kerrin Rieck C-DEC 98619</p> <p>.....signature .....full name .....qualification</p> <p><b>Witnessing Officer</b> (Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)</p>	<p>26 15 15</p> <p><b>Execution Date</b></p>	<p><i>[Signature]</i></p> <p>.....signature .....full name .....qualification</p> <p><b>Lessor's Signature</b> *Mayor/Authorised Councillor *Chief Executive Officer/*Delegated Officer for IPSWICH CITY COUNCIL</p>
---	--	--

**9. Acceptance**  
The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

<p><i>[Signature]</i> GERARD PHILIP PENDER SOLICITOR</p> <p>.....signature .....full name .....qualification</p> <p><b>Witnessing Officer</b> (Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)</p>	<p>14 5 14</p> <p><b>Execution Date</b></p>	<p><i>[Signature]</i> Rajesh Sharma</p> <p>.....signature .....full name .....qualification</p> <p><b>Lessee's Signature</b></p>
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QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994  
and Water Act 2000

**SCHEDULE / ENLARGED PANEL /  
ADDITIONAL PAGE / DECLARATION**

Page 2 of 39  
FORM 20 Version 2

Title Reference 50209132

This is the schedule referred to in items 7 and 8 of the attached form 7 lease between IPSWICH CITY COUNCIL (lessor) and RAJESH SHARMA (lessee).

## **1 INTERPRETATION**

### **1.1 Definitions**

- 1.1.1 Except where the context indicates the contrary intention, the definitions set out in schedule 2 apply to terms used in this Lease.
- 1.1.2 If a word or phrase is defined in this Lease, a word or phrase derived from the defined word or phrase (or from which it is derived) has a corresponding meaning.

### **1.2 Rules for interpretation**

- 1.2.1 A reference in this Lease to:
- (a) a person includes the person's successors and anyone that any of the person's rights or obligations have been transferred to;
  - (b) a thing includes all or part of the thing;
  - (c) a document includes the document as changed or replaced;
  - (d) individuals includes corporations and the other way around;
  - (e) a gender includes the other genders;
  - (f) the singular includes the plural and the other way around;
  - (g) money is in Australian currency;
  - (h) a person or party consisting of 2 or more people includes each (or any one) of those people, and every combination of them together;
  - (i) organisations includes any organisations replacing them or taking over their functions or powers; and
  - (j) a month is to a calendar month.
- 1.2.2 If a provision of this Lease requires the Tenant not to do something, the provision also requires the Tenant:
- (a) not to attempt to do that thing; and
  - (b) to do everything in its power to prevent it happening or being done by someone else.
- 1.2.3 A rule in this clause does not apply where:
- (a) the context indicates an intention that it will not apply; or
  - (b) applying the rule would produce a result that is absurd, impossible or obviously unintended.

### **1.3 How provisions of this Lease are referred to**

- 1.3.1 The following diagram explains how different provisions of this Lease are referred to in the Lease and how the numbering system used in this Lease works.

40	Section
40.1	Clause
40.1.1	Subclause
(a)	Paragraph
(i)	Subparagraph

- 1.3.2 Headings in this Lease are included for ease of reference only. They do not affect the meaning of the Lease.

## **2 GRANT OF LEASE**

### **2.1 Grant**

- 2.1.1 The Landlord grants the Tenant a lease of the Premises for the Initial Term and the Tenant accepts the grant.

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

**SCHEDULE / ENLARGED PANEL /  
ADDITIONAL PAGE / DECLARATION**

Page 3 of 39  
FORM 20 Version 2

Title Reference 50209132

2.1.2 If there are is an Option Term, the Landlord also grants the Tenant options to take a further lease of the Premises for the Option Term. Section 11 contains provisions about the option.

**2.2 Holding over**

2.2.1 This clause applies if the Tenant remains in occupation of the Premises with the consent of the Landlord after the Expiration Date.

2.2.2 The Tenant will be the monthly tenant of the Premises.

2.2.3 The rent payable under the monthly tenancy will be the same as the monthly rent payable under the Lease immediately before the Expiration Date.

2.2.4 The Landlord or the Tenant may terminate the monthly tenancy at any time by giving at least 1 month's notice to the other expiring on any day.

2.2.5 Otherwise, the terms of the monthly tenancy will be the same as those in this Lease, as far as they can be sensibly applied to the monthly tenancy.

**2.3 Departure from Premises**

2.3.1 On the Departure Date, the Tenant must:

- (a) vacate the Premises;
- (b) take the Tenant's Goods away from the Premises (apart from any of the Tenant's Goods that are fixtures, unless the Landlord requires their removal);
- (c) give all keys, security devices and records of security codes for the Premises and any Facilities to the Landlord (whether or not the Landlord originally gave them to the Tenant);
- (d) if required by the Landlord, do any or all Works necessary in order to convert the Premises back to the Original Layout; and
- (e) leave the Premises in an order and condition consistent with the Tenant having complied with its obligations under this Lease.

2.3.2 The Tenant must make good any damage caused to the Complex in doing the things required under this clause.

2.3.3 If the Tenant does not take any of the Tenant's Goods away from the Premises within 14 days after the Departure Date:

- (a) the Tenant will be regarded as having abandoned them;
- (b) they will become the property of the Landlord and the Tenant will have no further claim to them; and
- (c) the Landlord may therefore dispose of or deal with them as the Landlord sees fit.

**3 RENT AND OTHER PAYMENTS**

**3.1 Tenant to pay Annual Rent**

3.1.1 During each Lease Year, the Tenant must pay to the Landlord the Annual Rent.

3.1.2 The Annual Rent is to be paid by equal monthly instalments in advance.

3.1.3 However, for a broken period of less than a month, the monthly instalment payable in advance is the Annual Rent then applying divided by 365 and multiplied by the number of days in the broken period.

3.1.4 The Tenant must pay the Annual Rent:

- (a) without demand; and
- (b) in the way reasonably required by the Landlord.

**3.2 Annual Rent**

3.2.1 For the first Lease Year, the Annual Rent is specified in item 5 of the Reference Details.



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- 3.2.2 For each Lease Year commencing on a CPI Review Date, the Annual Rent is to be calculated by applying the formula  $OAR \times CPI1 \div CPI2$ , where:
- (a) OAR is the Annual Rent for the preceding Lease Year (expressed as an annualised figure);
  - (b) CPI1 is the Index Number for the last complete Quarter ending before the commencement of the Lease Year for which the Annual Rent is being calculated; and
  - (c) CPI2 is the Index Number for the last complete Quarter ending before the commencement of the preceding Lease Year.
- 3.2.3 For each Lease Year commencing on a Fixed Review Date, the Annual Rent is to be calculated by applying the formula  $OAR \times (100 + FP)\%$ , where:
- (a) OAR is the Annual Rent for the preceding Lease Year (expressed as an annualised figure); and
  - (b) FP is the percentage specified in item 6 of the Reference Details for that Fixed Review Date.
- 3.2.4 For each Lease Year commencing on a Market Review Date, the Annual Rent is to be the amount:
- (a) agreed between the Landlord and the Tenant; or
  - (b) determined as the current market rent for the Premises under the *Retail Shop Leases Act 1994*.
- 3.3 Service Charges**
- 3.3.1 The Tenant must pay all Service Charges when they fall due for payment.
- 3.3.2 If a service is not supplied directly to the Tenant, the Tenant must pay for the Service Charge for the service within 7 days of receiving an account from the Landlord. The account will be at the tariff rates that would have been payable by the Tenant if the service had been supplied directly to the Tenant.
- 3.4 Costs**
- 3.4.1 The Tenant must pay for:
- (a) survey fees associated with the preparation of a plan for this Lease and the registration of this Lease;
  - (b) lease duty on this Lease;
  - (c) registration of this Lease;
  - (d) all Costs paid or incurred by the Landlord because of, or in connection with, an Event of Default;
  - (e) all Costs paid or incurred by the Landlord in connection with any request by the Tenant for a consent or approval of the Landlord under this Lease (whether or not the consent or approval is given and whether or not the matter for which the consent or approval is requested proceeds);
  - (f) all Costs paid or incurred by the Landlord to the extent that they are reasonable legal or other expenses incurred in responding to a request by the Tenant for:
    - (i) a variation of this Lease, including, for example, a rent concession; or
    - (ii) the Landlord's consent to the Tenant entering into a sublease or licence with another person in relation to the Premises; and
  - (g) all Costs incurred by the Tenant in complying with its obligations under this Lease.
- 3.5 Payments**
- 3.5.1 The Tenant:
- (a) must not deduct from any payment any amount the Tenant claims the Landlord owes, or could in the future owe, the Tenant; and
  - (b) cannot set off any such amount against any payment the Tenant must make under this Lease.
- 3.5.2 Payments must be made in Australian currency.
- 3.5.3 The Landlord 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 Tenant about the appropriation of a payment.
- 3.6 GST**
- 3.6.1 All consideration and other amounts payable under or in connection with this Lease are taken to be exclusive of GST.

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- 3.6.2 If the Landlord or another person is liable to pay GST on or in respect of any supply arising under or in connection with this Lease or in respect of which the Tenant must make a payment under this Lease, then:
- (a) the amount of any payment or other consideration payable under or in connection with this Lease for that supply is to be increased by the additional amount calculated by applying the GST Rate to the amount of the payment or consideration; and
  - (b) the Tenant must pay that additional amount to the Landlord or other person at the same time, and in the same way, as the Tenant must pay the payment or consideration.
- 3.6.3 If this Lease requires the Tenant to pay for, reimburse or contribute to:
- (a) any expense or liability incurred, payable or due by the Landlord to a third party;
  - (b) any expense or liability anticipated to be incurred, payable or due by the Landlord to a third party,
- then the amount the Tenant must pay, reimburse or contribute is not to include the amount of any input tax credit to which the Landlord is entitled in respect of the expense or liability concerned.
- 3.6.4 A term defined in the GST Law has that defined meaning when used in this clause.

#### **4 USE OF PREMISES**

##### **4.1 Permitted Use**

- 4.1.1 The Tenant must not use the Premises for a purpose other than a Permitted Use.
- 4.1.2 The Tenant is responsible for obtaining, at its cost, any necessary consents or approvals and for doing anything (subject to this Lease) that the Tenant has to do in order to obtain or comply with the consents or approvals. The Lease remains fully effective even if the Tenant does not obtain a necessary consent or approval or does not or cannot comply with any of them.
- 4.1.3 The Tenant must conduct the Permitted Use from the Premises:
- (a) in an up-to-date, first-class and reputable way befitting the Complex;
  - (b) during the Required Trading Hours; and
  - (c) consistent with good business practice.
- 4.1.4 The Tenant must not do anything that:
- (a) confuses, misleads or deceives the public; or
  - (b) harms the business or reputation of the Landlord, the Complex or anyone else who trades from the Complex.

##### **4.2 Compliance with Laws**

- 4.2.1 The Tenant must comply with all Laws relating to:
- (a) the Premises; or
  - (b) the Tenant's use of the Premises.
- 4.2.2 However, the Tenant cannot be required to make any structural improvements or structural alterations unless they are needed:
- (a) because of, or in order to allow or make lawful, the conduct of a Permitted Use from the Premises or the Tenant's use or occupation of the Premises (including improvements or alterations required for the Tenant to comply with the *Workplace Health and Safety Act 1995*);
  - (b) because of the number of people at the Premises or any characteristic of any of those people;
  - (c) because of something done or not done by the Tenant or a Tenant's Invitee;
  - (d) in connection with or because of the occurrence of an Event of Default; or
  - (e) in order for the Tenant to comply with another provision of this Lease.
- 4.2.3 The Tenant must not do anything which results, or might result, in the Landlord incurring a liability under a Law.

##### **4.3 Facilities**

- 4.3.1 The Tenant must not use a Facility for a purpose it was not designed for.



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- 4.3.2 The Tenant must pay for any repairs to a Facility in the Premises required because of its use or misuse (whether by the Tenant or by someone else), but not to the extent that they are required because of fair wear and tear.
- 4.3.3 The Tenant must pay for any repairs to a Facility in the Complex but not in the Premises required because of its use or misuse by the Tenant or by any of the Tenant's Invitees.
- 4.3.4 For the purposes of this clause:
- (a) if the Landlord decides that a Facility to which this clause applies cannot be economically repaired, the Tenant must pay for it to be replaced by what the Landlord decides is the closest comparable item available on the market at the time; and
  - (b) the Landlord is the sole judge of these matters and the Tenant cannot dispute what the Landlord decides unless the Tenant can prove the Landlord's decision on either matter was manifestly unreasonable.
- 4.3.5 The Tenant must not interfere with a Facility without the Landlord's consent (which the Landlord may give or refuse in its absolute discretion).
- 4.4 Annoying conduct, etc**
- 4.4.1 The Tenant must not carry on an annoying, noxious or offensive activity in the Premises other than in the ordinary course of the Permitted Use.
- 4.4.2 In any event, the Tenant must not do anything that might annoy, disturb, cause damage to or be a nuisance to:
- (a) the Landlord; or
  - (b) an occupier of premises in or neighbouring the Complex.
- 4.5 Signs, advertising and related matters**
- 4.5.1 The Tenant must not install, paint, write or put a Sign in or on the Building or in the Complex unless the Tenant has the Landlord's consent or the Sign:
- (a) is entirely inside the Premises;
  - (b) is in connection with a Permitted Use;
  - (c) complies with any applicable Law; and
  - (d) is not affixed or attached to the Premises or any Facility.
- 4.5.2 The Tenant must not use or allow the use of the name of the Building or Complex, or any likeness of the Building or Complex, in any advertisement unless the Tenant has the Landlord's approval of the way and medium in which it is used.
- 4.6 Cleaning**
- 4.6.1 The Tenant must keep the Premises in a thorough state of cleanliness.
- 4.6.2 The Tenant must also properly clean the floors, windows, shopfront and any other area accessible or visible to the public on a daily basis.
- 4.6.3 The Tenant must keep any display windows in the Premises clean and properly dressed.
- 4.7 Rubbish**
- 4.7.1 The Tenant must not allow rubbish to build up in the Premises.
- 4.7.2 The Tenant must ensure that all rubbish is regularly removed from the Premises.
- 4.8 Pests, diseases**
- 4.8.1 The Tenant must keep the Premises clear of rodents, termites, cockroaches, vermin and pests.
- 4.8.2 The Tenant 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 Landlord requires (but no more than once a year).



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4.8.3 The Tenant must notify the Landlord about any infectious disease at the Premises, and must disinfect and fumigate the Premises to rid them of the disease.

**4.9 Fire**

4.9.1 The Tenant must not use any flammable substance at the Premises other than in the ordinary course of the Permitted Use.

4.9.2 The Tenant must co-operate, and ensure everyone under the Tenant's control co-operates, with the Landlord in relation to fire drills and emergency evacuation procedures.

**4.10 Security**

4.10.1 The Tenant must keep all exterior doors and windows in the Premises locked when nobody is at the Premises.

4.10.2 The Landlord may enter the Premises to:

- (a) lock any doors and windows; or
- (b) check the general security of the Building.

**4.11 Electricity overloads**

4.11.1 The Tenant must not do anything that overloads any cables, switchboards, subboards or other equipment relating to the conveyance of electricity to the Premises.

**4.12 Insurance policies**

4.12.1 The Tenant must not do anything other than in the ordinary course of the Permitted Use that could:

- (a) make an insurance policy relating to the Building or the Complex wholly or partly void, voidable or unenforceable;
- (b) conflict with the policy;
- (c) entitle the insurer to wholly or partly resist a claim under the policy; or
- (d) make the premium payable for the policy liable to be increased.

4.12.2 The Tenant must pay the Landlord any increase of premium, or the proportion of any insurance premium, on any insurance policy relating to the Building or the Complex arising:

- (a) because the Tenant did not comply with this clause;
- (b) due to the nature of the Permitted Use; or
- (c) due to any risks or additional or increased risks which in turn are due to the nature of the Permitted Use (or anything which might be done or occur in the course of the Permitted Use).

## **5 MAINTENANCE AND REPAIR OF PREMISES**

**5.1 Tenant's obligations**

5.1.1 The Tenant must keep the Premises in good repair.

5.1.2 Without in any way limiting it, the Tenant's obligation to keep the Premises in good repair includes the obligations to:

- (a) promptly replace all broken or faulty light bulbs, tubes and starters;
- (b) maintain all water pipes and taps in good working order and condition;
- (c) replace tap washers, parts and fittings if they become broken or do not work properly;
- (d) keep the waste pipes, drains and conduits originating in or on the Premises in a clean, clear and free flowing condition between their points of entry and the entry into any trunk drain;
- (e) employ licensed tradespersons to immediately clear any blockages in the waste pipes, drains and conduits;
- (f) regularly clean and service any grease trap in or on the Premises;
- (g) keep any external areas, forming part of the Premises, in the same state and condition as at the Commencement Date; and

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- (h) ensure that the Tenant's Goods or the use or operation of the Tenant's Goods do not cause any damage to the Building and make good any damage caused by the Tenant's Goods or the use or operation of the Tenant's Goods.
- 5.1.3 However, the Tenant is not required to repair damage caused by:
- (a) fair wear and tear; or
  - (b) an Insured Risk, as long as:
    - (i) the Tenant or a Tenant's Invitee has not otherwise breached this Lease; and
    - (ii) the Tenant pays to the Landlord the amount of any premium or deductible payable or applicable under the policy for the Insured Risk.
- 5.1.4 The Tenant must put and keep the Tenant's Goods that are in or on the Premises or the Complex from time to time in good and substantial repair.
- 5.2 Tenant must notify damage**
- 5.2.1 The Tenant must immediately notify the Landlord:
- (a) about any damage or the risk of any damage occurring to the Premises;
  - (b) if the Tenant knows about any damage or the risk of any damage occurring to another part of the Complex; or
  - (c) if a Facility is not operating properly.
- 5.3 Landlord may inspect**
- 5.3.1 The Landlord may enter the Premises at reasonable times and on giving the Tenant at least 2 days' notice (except in an emergency when no notice is required) to inspect the Premises.
- 5.4 Glass**
- 5.4.1 If any glass in the Premises, or forming part of the boundary walls of the Premises, is broken, the Tenant must replace it with glass of the same kind and quality.
- 5.5 Redecoration**
- 5.5.1 The Tenant must redecorate the Premises during the last 3 months of the Initial Term; and
- 5.5.2 Redecoration means carrying out all works necessary to put the Premises in good repair having regard to the condition of the Premises at the Commencement Date, subject to the exceptions in subclause 5.1.3.
- 5.6 Tenant's Works**
- 5.6.1 The Tenant must not do or allow any Works without the Landlord's consent.
- 5.6.2 The Landlord is not required under any circumstances to consent to the Tenant doing or allowing any Works unless:
- (a) the Tenant gives the Landlord any drawings, specifications and other information the Landlord requires;
  - (b) the drawings, specifications and other information are approved by the Landlord's architect and any other consultant required by the Landlord;
  - (c) the Tenant makes any changes to the drawings, specifications and other information required by the architect or consultants; and
  - (d) the Tenant pays the fees of the architect and consultants.
- 5.6.3 Also, the Landlord may give or refuse its consent in its absolute discretion unless the Works are required to be done in the Premises under a Law relating to:
- (a) the conduct of a Permitted Use from the Premises; or
  - (b) the number of people at the Premises or any characteristic of any of those people; and
- 5.6.4 If the Tenant does or allows any Works (whether or not the Landlord has consented to them):
- (a) the Tenant must pay for the Works, installation, alteration or modification, and all other works or services necessitated as a result;



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- (b) the Tenant must ensure the Works, installation, alteration or modification conform to the drawings, specifications and other information given to the Landlord (with any changes required by the Landlord's architect or other consultants) and to the Landlord's consent;
- (c) the Tenant must get all approvals required under any Laws and give copies of them to the Landlord before the Works are started and must comply with those approvals;
- (d) the Tenant must show the Landlord that the Tenant or its contractors hold insurances satisfactory to the Landlord, before the Works are started; and
- (e) the Tenant indemnifies the Landlord against any damage arising from or relating to the Works.

## **6 INSURANCE, RISK AND RESPONSIBILITY**

### **6.1 Tenant's insurance**

- 6.1.1 The Tenant must take out and maintain insurance policies:
  - (a) on all of the Tenant's Goods, for at least 90% of full replacement value against at least fire with standard extended coverage;
  - (b) sufficient to reimburse the Tenant for direct or indirect loss of earnings due to perils commonly insured against by careful tenants or due to prevention of access to the Premises;
  - (c) against public risks applying to all operations of the Tenant including personal injury, products, contractual, contingent, property damage, occupier's, tenant's legal and all other liabilities connected with the Tenant's occupancy and use of the Premises, with limits per occurrence in at least the amount specified in item 10 of the Reference Details; and
  - (d) of all plate glass in or forming part of the boundary walls of the Premises for reinstatement following damage or breakage from any cause.
- 6.1.2 An insurance policy under this clause must be:
  - (a) with an insurer approved by the Landlord;
  - (b) on terms approved by the Landlord; and
  - (c) for the respective interests of the Tenant and the Landlord (as those interests apply).
- 6.1.3 The Tenant must give the Landlord a copy of any insurance policy under this clause, together with a certificate of currency and any other information the Landlord reasonably requires:
  - (a) at the start of the Term;
  - (b) whenever anything happens which gives a right to claim on the policy;
  - (c) whenever the policy is renewed; and
  - (d) whenever the Landlord asks for it.

### **6.2 Risk**

- 6.2.1 The Tenant will occupy and use the Premises at the Tenant's own risk.
- 6.2.2 The Landlord is not liable to the Tenant or anyone else for any loss or damage arising otherwise than as a direct result of:
  - (a) the Landlord not complying with a provision of this Lease; or
  - (b) the negligence of the Landlord.
- 6.2.3 The Tenant indemnifies the Landlord, and must keep the Landlord indemnified, against any loss or damage arising from:
  - (a) the Tenant's use or occupation of the Premises; or
  - (b) any act, omission or conduct of the Tenant or of a Tenant's Invitee.

### **6.3 Responsibility**

- 6.3.1 The Tenant is responsible for the conduct of the Tenant's Invitees.
- 6.3.2 Any act or omission of any of the Tenant's Invitees will be treated for the purposes of this Lease as if it was done or omitted by the Tenant personally.

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## **7 DEALINGS AND RELATED MATTERS**

### **7.1 Tenant's Dealings**

- 7.1.1 The Tenant must not effect a Dealing in relation to the Premises, its interest in this Lease or the use of or right to use the Premises.
- 7.1.2 However, the Tenant may effect a Dealing if:
- (a) the Dealing relates to the whole of the Tenant's interest under this Lease;
  - (b) the Dealing is in favour of a respectable and financially responsible person ("**Assignee**");
  - (c) the Assignee, the Tenant and the Landlord enter into any deed the Landlord reasonably requires whereby:
    - (i) the Assignee agrees to comply with this Lease; and
    - (ii) the Tenant remains liable under the Lease despite the Dealing;
  - (d) if the Assignee is a corporation other than a public company whose shares are listed on the Australian Stock Exchange - a deed of guarantee in the form reasonably required by the Landlord is executed by any of the directors and shareholders required by the Landlord whereby:
    - (i) they guarantee that the Assignee will comply with this Lease;
    - (ii) they indemnify the Landlord against any loss or damage arising because the Assignee does not comply with this Lease (even if it is because the company is not bound to it); and
    - (iii) if the Assignee is dissolved or this Lease is disclaimed, they will accept a lease of the Premises for the remainder of the Term with provisions the same as this Lease but with necessary adaptations;
  - (e) the Landlord consents to the Dealing.

### **7.2 Corporate Tenant**

- 7.2.1 This clause applies if:
- (a) the Tenant (or any person comprising the Tenant) is a corporation whose shares are not listed on the Australian Stock Exchange;
  - (b) any shares in the corporation are transferred or issued;
  - (c) after the transfer or issue, there is any person or combination of people holding or between them holding more than 50% of the issued share capital or voting rights in the corporation;
  - (d) before the transfer or issue, that person or combination of people did not hold more than 50% of the issued share capital or voting rights in the corporation; and
  - (e) the Tenant did not obtain the consent of the Landlord before the transfer or issue of the shares and comply with any conditions attaching to that consent in relation to the transfer or issue.
- 7.2.2 An Event of Default occurs on the date of the transfer or issue of the shares.

### **7.3 Landlord's Dealings**

- 7.3.1 This clause applies if the Landlord effects a Dealing in relation to the Premises, the Building, the Complex or its interest in this Lease.
- 7.3.2 The Landlord is relieved of the obligation to comply with any provision of this Lease after the date of the Dealing if the other party to the Dealing has that obligation.

## **8 QUIET ENJOYMENT**

### **8.1 Quiet enjoyment**

- 8.1.1 If the Tenant complies with this Lease, the Tenant may quietly enjoy the Premises without any interruption by the Landlord.
- 8.1.2 However, this clause is subject to the Landlord's rights under this Lease and under any Law.

### **8.2 Inspection by prospective tenants and buyers**

- 8.2.1 During the last 6 months of the Term:



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- (a) the Landlord may exhibit on the Premises notices advertising the Premises for rent;
- (b) the Tenant must not remove or do anything else with those notices, except in an emergency; and
- (c) the Landlord may enter the Premises and show them to prospective tenants after giving the Tenant at least 2 days' notice first.

8.2.2 At any time:

- (a) the Landlord may exhibit on the Premises notices advertising the Premises for sale;
- (b) the Tenant must not remove or do anything else with those notices, except in an emergency;
- (c) the Landlord may enter the Premises and show them to prospective buyers after giving the Tenant at least 2 days' notice first.

## **9 DAMAGE, DESTRUCTION AND RESUMPTION**

### **9.1 Unfitness or inaccessibility**

9.1.1 This clause applies if the Premises or Complex is damaged, destroyed or resumed.

9.1.2 If the damage, destruction or resumption makes the Premises wholly unfit for the Permitted Use or wholly inaccessible (having regard to the nature and location of the Premises and the normal means of access to them) then, from the date of the unfitness or inaccessibility beginning until the earlier of the Expiration Date and the date the Landlord reinstates the fitness or accessibility of the Premises:

- (a) the Tenant may reduce its payments under this Lease in accordance with clause 9.2;
- (b) the Tenant's obligations to repair and maintain the Premises are suspended so far as they would otherwise relate to any damage or destruction; and
- (c) the Tenant may terminate this Lease only if:
  - (i) the Landlord notifies the Tenant that the Landlord does not intend to reinstate the fitness or accessibility of the Premises; or
  - (ii) the Landlord does not commence any necessary Works to reinstate the fitness or accessibility of the Premises within a reasonable time after the Tenant gives the Landlord notice to do so.

9.1.3 If the damage, destruction or resumption makes the Premises substantially (but not wholly) unfit for the Permitted Use or substantially (but not wholly) inaccessible (having regard to the nature and location of the Premises and the normal means of access to them) then, from the date of the unfitness or inaccessibility beginning until the earlier of the Expiration Date and the date the Landlord reinstates the fitness or accessibility of the Premises:

- (a) the Tenant may reduce its payments under this Lease in accordance with clause 9.2;
- (b) the Tenant's obligations to repair and maintain the Premises are suspended so far as they would otherwise relate to any damage or destruction;
- (c) the Tenant must continue to use the Premises in accordance with this Lease to the extent that the Premises are useable, safe and accessible; and
- (d) the Tenant may not terminate this Lease.

9.1.4 However, the Tenant may not exercise a right under this section to the extent that any damage or destruction was caused by the negligence or a breach of this Lease on the part of the Tenant or any of the Tenant's Invitees.

9.1.5 Despite any other provision of this section, the Landlord:

- (a) is not obliged to reinstate the fitness or accessibility of the Premises or Complex;
- (b) may, in its discretion, terminate this Lease by notice to the Tenant; and
- (c) is not obliged to compensate the Tenant.

### **9.2 Reduction of payments**

9.2.1 The amount by which the Tenant may reduce its payments under this Lease is an amount:

- (a) proportionate to the nature and extent of the unfitness of the Premises for the Permitted Use or of the inaccessibility of the Premises; and
- (b) either:
  - (i) agreed between the Landlord and the Tenant; or
  - (ii) in the absence of agreement, determined by a loss assessor appointed under this clause.

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- 9.2.2 Unless damage or destruction has been caused by an act of the Landlord, the Tenant must continue to make its payments under this Lease until the agreement or determination is made. If damage or destruction has been caused by an act of the Landlord, the Tenant's obligation to make payments of the Annual Rent is suspended from the date of the damage or destruction until the agreement or determination is made. In either case, when the agreement or determination is made, an adjustment is to be made by the Landlord allowing the Tenant a credit or by the payment by the Tenant to the Landlord of the amount of the adjustment within 14 days.
- 9.2.3 The loss assessor who makes the determination:
- (a) must be a member of the Insurance Council of Australia Ltd;
  - (b) is to be appointed by the president of the Insurance Council of Australia Ltd on the request of either party;
  - (c) acts as an expert and not an arbitrator; and
  - (d) is to determine the proportionate amount by which the Tenant may reduce its payments.
- 9.2.4 The determination of the loss assessor is final and binding on both the Landlord and the Tenant.
- 9.2.5 The Landlord and the Tenant must each pay half of the fees and expenses payable to the loss assessor for making the determination.

## **10 THE BUILDING AND THE COMPLEX**

### **10.1 Works**

- 10.1.1 The Landlord may effect Works in relation to the Premises or the Complex at any time.
- 10.1.2 The Landlord may enter or restrict access to the Premises for that purpose after giving the Tenant at least 2 weeks' notice of the Landlord's intention to effect the Works (except in an emergency when no notice is required).
- 10.1.3 If the Landlord effects any Works in relation to the Premises under a Law or a notice, requirement, order or requisition under a Law (other than one given because the Landlord has not maintained the structural integrity of the Building):
- (a) the Landlord may obtain from its architects a certificate stating:
    - (i) the amount of the costs (including architects' fees) incurred by the Landlord in effecting the Works; and
    - (ii) the date of practical completion of the Works;
  - (b) the Landlord may give the Tenant a copy of the certificate; and
  - (c) if the Landlord does so, the amount of the Annual Rent is then increased to an amount equal to the Annual Rent applying immediately beforehand plus an additional amount equalling 15% of the amount of the costs certified by the Landlord's architects.

### **10.2 Subdivision**

- 10.2.1 The Landlord may at any time:
- (a) subdivide or reconfigure the Complex; and
  - (b) create a community titles scheme in respect of the Complex.
- 10.2.2 If the Landlord requires the Tenant to do so, the Tenant must, within 7 days, sign a surrender of this Lease and a new lease (on the same substantive terms as this Lease for the part of the Term then remaining) in the form required by the Landlord. The Landlord must pay all costs of and incidental to the preparation, stamping and registration of the surrender and of the new lease (including the reasonable amount of the Tenant's legal fees and costs reasonably incurred).
- 10.2.3 The Tenant must comply with any by-laws, community management statement or building management statement brought into existence in connection with the subdivision or reconfiguration of the Complex or with the creation of a community titles scheme in respect of the Complex.

### **10.3 Easements, agreements and arrangements**

- 10.3.1 The Landlord may at any time enter into any easement, agreement or arrangement with any person for the purpose of:



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- (a) access to the Land from any land near the Land;
- (b) access to any land near the Land from the Land;
- (c) the support of the Building;
- (d) the support of any structure on any land near the Land;
- (e) the provision of services (for example, water supply, drainage, gas supply, electricity supply and communications) to the Building; or
- (f) the provision of services to any land near the Land.

10.3.2 However, the Landlord must not exercise its rights under this clause in a way that substantially and permanently derogates from the Tenant's rights under this Lease.

**10.4 Complex Regulations**

10.4.1 The Landlord may from time to time make, amend and revoke regulations ("**Complex Regulations**") about the use, occupation, good order and condition of and other matters relating to the Complex.

10.4.2 If the Landlord does so and notifies the Tenant of the addition, amendment or revocation, the Tenant must comply with the Complex Regulations and ensure that the Tenant's Invitees comply with the Complex Regulations as added to, amended or revoked except to the extent that they are in substantial and permanent conflict with the Tenant's rights under this Lease.

**10.5 Name of Building or Complex**

10.5.1 The Landlord reserves the right to name and to change the name of the Building or the Complex at any time.

**10.6 Other occupiers**

10.6.1 The Landlord is not responsible to the Tenant for the acts or omissions of an occupier or user of any other premises in the Complex.

10.6.2 The Tenant:

- (a) agrees not to make a claim against the Landlord in relation to the acts or omissions of an occupier or user of any other premises in the Complex; and
- (b) indemnifies the Landlord against any loss or damage incurred by the Tenant and by the Tenant's Invitees because of any such acts and omissions.

**10.7 Use of pipes and service lines**

10.7.1 The Landlord is entitled to the free and uninterrupted passage and running of water, sewerage, gas electricity, telephone and other services and supplies from and to other parts of the Complex or any adjoining land in and through any pipes, conduits, service lines or similar infrastructure in, under or over the Premises.

10.7.2 The Landlord may enter the Premises to construct, repair, remove, alter and replace or under or over the Premises any pipes, conduits, service lines or similar infrastructure for the purpose referred to in subclause 10.7.1.

10.7.3 However, except in an emergency (in which case the Landlord may enter or break and enter without notice and at any time), the Landlord may exercise the right given by subclause 10.7.2 only:

- (a) after giving the Tenant reasonable notice; and
- (b) at a reasonable time in all the circumstances.

**10.8 Common Areas – Control by Landlord**

10.8.1 The Landlord may:

- (a) close, remove, relocate and restrict or change access to any of the Common Areas;
- (b) erect, remove, re-erect and alter kiosks, freestanding Signs, seats, displays and other structures in any part of the Common Areas;
- (c) give any person the right to use or occupy any of those structures for any periods, at any times and on any terms the Landlord chooses(exclusively or otherwise); and

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- (d) give any person the right to use the Common Areas for the purpose of functions, displays or other events or business for any periods, at any times and on any terms the Landlord chooses (exclusively or otherwise).

10.8.2 The Landlord is not liable to compensate the Tenant if the Landlord exercises its rights under this clause.

**10.9 Common Areas – Use by Tenant**

10.9.1 Subject to the Landlord's rights under this Lease, the Landlord gives the Tenant the non-exclusive right for the Tenant's Invitees to bona fide use the Common Areas for the purpose of:

- (a) passing and repassing on foot to or from the Premises; and
- (b) using any toilet facilities made available

10.9.2 However, the Landlord may at any time revoke the right of a person to use, enter or remain on the Common Areas if the Landlord reasonably considers that the person has done any of the following or is likely to do so:

- (a) do anything that would constitute a breach of this Lease if done by the Landlord;
- (b) misuse or damage the Common Areas or anything on or in the Common Areas;
- (c) otherwise do an act injurious to the Common Areas or the maintenance of good order and peace in or on the Common Areas or any neighbouring or nearby premises.

10.9.3 The Tenant will and the Tenant must ensure that the Tenant's Invitees:

- (a) use the Common Areas and any Facilities in or on the Common Areas in a responsible manner;
- (b) do not obstruct or cause a nuisance on the Common Areas;
- (c) do not damage the Common Areas or any Facilities in or on the Common Areas;
- (d) obey any Signs erected by or for the Landlord giving directions about the use or control of the Common Areas or any Facilities in or on the Common Areas;
- (e) use any Facilities in or on the Common Areas only for the purposes for which they are intended;
- (f) do not breach any Law while on the Common Areas;
- (g) do not engage in any spruiking, advertising, trade or business on or from the Common Areas;
- (h) do not bring any animal or bird onto the Common Areas; and
- (i) do not litter on the Common Areas.

10.9.4 If the Landlord from time to time imposes and notifies the Tenant of any restrictions on the use of the Common Areas or of any Facilities in or on the Common Areas, the Tenant must:

- (a) ensure that it and the Tenant's Invitees comply with any restrictions the Landlord imposes; and
- (b) help the Landlord in any way reasonably requested by the Landlord to:
  - (i) notify the Tenant's Invitees of the restrictions; or
  - (ii) police and enforce the restrictions.

**10.10 Competing businesses**

10.10.1 The description of the Permitted Use does not imply any form of exclusivity for the Tenant.

10.10.2 The Landlord may:

- (a) grant leases in favour of people who;
  - (b) in any other way enter into arrangements with people who; or
  - (c) itself,
- carry on the Permitted Use at or from premises within the Building, the Complex or elsewhere or carry on any other activity that competes with any business carried on by the Tenant at or from the Premises in accordance with this Lease.

**11 RENEWAL OPTION**

**11.1 Exercise**

11.1.1 The Tenant can only exercise the Renewal Option if:

- (a) the Tenant gives written notice to the Landlord to that effect at least 6 months before the end of the Initial Term;
- (b) this Lease is still current and has not been terminated:
  - (i) when the Tenant gives the notice; and



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- (ii) on the last day of the Initial Term; and
- (c) the Tenant has substantially complied with this Lease at the end of the Initial Term, has remedied any non-compliance capable of remedy and has compensated the Landlord to the Landlord's reasonable satisfaction in respect of any non-compliance incapable of remedy.

**11.1.2 If the Tenant exercises the Renewal Option under subclause 11.1.1:**

- (a) the parties are taken to have entered into, and must enter into, a new lease on the same terms as this Lease (except as provided by paragraph (b)); and
- (b) the new lease will differ from this Lease in the following respects:
  - (i) the term of the new lease is to be the period specified in item 3 of the Reference Details in this lease and is to begin on the day after the Expiration Date;
  - (ii) the particulars to be specified in item 3 of the Reference Details in the new lease will be the same as those specified in item 4 of the Reference Details in this Lease (if item 4 of the Reference Details is completed in this Lease);
  - (iii) item 4 of the Reference Details in the new lease is to state "Not applicable";
  - (iv) the amount to be inserted in item 5 of the Reference Details in the new lease is to be the current market rent for the Premises, agreed or determined under the *Retail Shop Leases Act 1994*, as if the term of the new lease was a continuation of the term of this Lease and as if the first day of the term of the new lease was a Market Review Date;
  - (v) item 5 of the Reference Details in the new lease may be completed by the Landlord once the Annual Rent for the first Lease Year of the Option Term is ascertained (if it has not been ascertained when the documents referred to in this subclause are to be prepared and signed);
  - (vi) any dates specified in the Reference Details that precede the Commencement Date of the new lease are to be deleted;
  - (vii) any other amendments reasonably required by the Landlord will be made in order to give effect to or clarify the intended provisions of this Lease as a result of any changes in any Laws since this Lease was entered into; and
  - (viii) any other necessary changes will be made;
- (c) the Tenant must sign any documents required by the Landlord to give effect to the exercise of the Renewal Option within 7 days after the Landlord requires the Tenant to do so;
- (d) those documents may be in the form of:
  - (i) a new lease for the Option Term; or
  - (ii) an amendment of this Lease to change the term of this Lease from the Initial Term to the Option Term; and
- (e) any Guarantor must sign a new guarantee and indemnity in respect of the Tenant's obligations, in the same or substantially the same form as any guarantee and indemnity previously signed by that or any other Guarantor and prepared by the Landlord's solicitors, within 7 days after the Landlord requires the Tenant to do so.

**11.2 If no Renewal Option**

**11.2.1 If there is no Renewal Option, the Landlord makes no commitment to the Tenant that:**

- (a) the Landlord will allow the Tenant to continue to occupy the Premises after the Expiration Date; or
- (b) the Landlord will grant the Tenant a further lease or other right to occupy the Premises after the Expiration Date.

11.2.2 No such commitment or purported commitment will bind the Landlord unless it is in writing and signed by the Landlord or on behalf of the Landlord by someone authorised to do so.

**12 DEFAULT**

**12.1 Termination**

12.1.1 If an Event of Default happens, the Landlord may re-enter the Premises and terminate this Lease.

12.1.2 The re-entry need only be of part of the Premises in the name of the whole of the Premises.

12.1.3 The Landlord does not have to give any notice other than a notice under section 124 of the *Property Law Act 1974* before exercising its rights under this clause.

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**12.2 Damages**

- 12.2.1 If the Landlord terminates this Lease, the Tenant must pay to the Landlord the difference between:
- (a) the Rent payable for the unexpired period of the Term as at the date of termination; and
  - (b) the rent received or likely to be received by the Landlord during that period.
- 12.2.2 To the extent that the Rent payable for the unexpired period of the Term cannot be ascertained as at the date of termination, it is to be assumed that the Annual Rent for each Lease Year would have increased by 5% above the Annual Rent for the preceding Lease Year (annualised if necessary).
- 12.2.3 If the Landlord terminates this Lease, the Tenant must pay to the Landlord any cost or expense paid or incurred by the Landlord because of the termination including, for example, costs and expenses paid or incurred:
- (a) in maintaining the Premises;
  - (b) in recovering possession of the Premises;
  - (c) in reletting or attempting to relet the Premises (including necessary renovation or alteration of the Premises);
  - (d) for legal fees; and
  - (e) for real estate agents' commissions, charges and fees.

**12.3 Abandonment**

- 12.3.1 This clause applies if the Tenant vacates or abandons the Premises or otherwise repudiates this Lease without lawful excuse before the end of the Term. The Tenant is taken to have abandoned the Premises if the Tenant does not carry on a Permitted Use in the Premises for 7 days in a row without having paid in advance the Rent for that period of 7 days (but this does not limit the circumstances in which the Tenant can be taken to have abandoned the Premises).
- 12.3.2 The Landlord may (but is not required to) try to find another tenant or occupier for the Premises.
- 12.3.3 The Landlord may, from time to time, enter the Premises and allow real estate agents, prospective tenants and others to view them.
- 12.3.4 The Landlord may do anything necessary in the opinion of the Landlord to renovate, restore, clean and secure the Premises.
- 12.3.5 If the Landlord acts under this clause, that does not mean that the Landlord accepts or has accepted a surrender of this Lease.
- 12.3.6 This Lease and the obligations of the Tenant under it continue until the Landlord terminates this Lease or expressly accepts a surrender of it.

**12.4 Making good**

- 12.4.1 This clause applies if the Tenant does not comply with a provision of this Lease.
- 12.4.2 The Landlord may do anything it considers necessary to make good the non-compliance. This includes, for example, spending money. The Landlord may enter the Premises for this purpose.
- 12.4.3 The Tenant must pay to the Landlord any cost or expense paid or incurred by the Landlord in acting under this clause.

**12.5 Interest**

- 12.5.1 This clause applies if the Tenant does not pay on time any money the Tenant must pay to the Landlord under this Lease.
- 12.5.2 The Tenant must pay to the Landlord interest on the money at the Stipulated Rate from the date it was due for payment to the date it is paid.



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**12.6 Waiver**

- 12.6.1 The Landlord may exercise a right, power or remedy under this Lease even if:
- (a) it could have done so before but did not or delayed in doing so;
  - (b) it has exercised another right, power or remedy under this Lease before; or
  - (c) it has exercised the right, power or remedy in part, or in a different way, before.
- 12.6.2 A waiver of a failure by the Tenant to comply with this Lease:
- (a) is effective against the Landlord only if, and to the extent that, it is in writing; and
  - (b) does not mean that any earlier, later or other failure to comply is also waived.

**12.7 Rights, powers and remedies**

- 12.7.1 The Landlord's rights, powers and remedies under this Lease are cumulative and not alternative.
- 12.7.2 The Landlord may exercise them in any order it chooses.

**12.8 Power of attorney**

- 12.8.1 The Tenant appoints as its attorneys the following people ("**Attorneys**"):
- (a) the Landlord;
  - (b) if and while the Landlord is a body corporate other than a local government - the directors and secretary of the Landlord from time to time;
  - (c) if and while the Landlord is a local government - each of the persons from time to time occupying the following positions in that local government (including a person acting in any of the positions):
    - (i) Chief Executive Officer;
    - (ii) City Solicitor; and
    - (iii) any other position designated in writing by the Landlord to the Tenant from time to time; and
  - (d) the solicitors for the Landlord from time to time.
- 12.8.2 The Attorneys may act individually or together in any combination.
- 12.8.3 After an Event of Default has happened, the Attorneys may do anything relating to the Premises or this Lease that the Tenant can lawfully do by attorney. For example, they may:
- (a) surrender this Lease; and
  - (b) delegate their powers under this clause (including this power of delegation).
- 12.8.4 The power of attorney in this clause is given by way of security and is irrevocable.
- 12.8.5 A statutory declaration by an Attorney that an Event of Default has happened is sufficient proof of that fact.
- 12.8.6 The Tenant must ratify everything done by an Attorney under this clause.

**13 OTHER PROVISIONS**

**13.1 Tenant as trustee**

- 13.1.1 This clause applies if the Tenant is at any time a trustee of any trust, and whether or not the Landlord knows about the trust.
- 13.1.2 This Lease extends to all rights of indemnity the Tenant has, or will have, against the trust and the trust fund.
- 13.1.3 The Tenant warrants that the Tenant:
- (a) has the power to enter into this Lease as trustee and that the Tenant enters into this Lease in the due administration of the trust; and
  - (b) has full rights to claim against the assets of the Trust for all liabilities under this Lease and that those rights have not been, and will not be, changed or lost.
- 13.1.4 Despite any other document or law, the Tenant is, and will remain, personally liable to comply with this Lease.

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13.1.5 The Tenant must not, without the consent of the Landlord:

- (a) be removed or replaced, or retire, as sole trustee of the trust;
- (b) alter or vary the terms of the trust;
- (c) advance or distribute any capital of the trust;
- (d) resettle the property of the trust; or
- (e) exercise any power as trustee of the trust after an Event of Default has happened.

13.1.6 The Tenant must not commit a breach of trust.

**13.2 Time**

13.2.1 Time is essential for all the Tenant's obligations under this Lease.

**13.3 Entire agreement**

13.3.1 This Lease sets out the entire agreement between the Landlord and the Tenant about its subject matter.

13.3.2 In particular, this Lease is not affected by and it cancels:

- (a) any negotiations or discussions before the execution of this Lease;
- (b) anything contained in any brochure, report or other document prepared by the Landlord; and
- (c) any representation made by or on behalf of the Landlord which is not set out in this Lease.

13.3.3 The only exception is that the Tenant continues to be bound by, and must comply with, any obligation of the Tenant under any lease, agreement or terms and conditions under which the Tenant occupied the Premises before the Commencement Date and that remains unfulfilled except to the extent that the continuation of that obligation is absurd, impossible or expressly negated by a provision of this Lease.

13.3.4 The Landlord does not give any warranty or representation, and it is and always was the Tenant's responsibility to satisfy itself, about:

- (a) the suitability of the Premises for the conduct of the Permitted Use;
- (b) the structural adequacy of the Premises;
- (c) all Laws and other legal and regulatory requirements affecting the use of the Premises;
- (d) all Laws and other legal and regulatory requirements affecting anything the Tenant wants or may want to do in the Premises;
- (e) the potential of the Premises for the conduct of the Permitted Use; and
- (f) pedestrian or vehicular traffic flow past the Premises.

**13.4 Implied covenants**

13.4.1 The provisions implied in leases by sections 105 and 107 of the *Property Law Act 1974* do not apply to this Lease.

13.4.2 All other obligations of the Tenant implied by the *Property Law Act 1974* are not negated but are modified to the extent of any inconsistency with this Lease.

**13.5 Landlord's rights and powers**

13.5.1 Except to the extent to which it is incompatible with the right or power, the Landlord may authorise or delegate to someone else the ability to exercise any of its rights or powers.

**13.6 New Guarantor**

13.6.1 If a Guarantor dies or loses full legal capacity or an Insolvency Event happens in relation to the Guarantor:

- (a) the Tenant must give the Landlord prompt notice of the occurrence of that event;
- (b) the Landlord may give the Tenant a notice requiring the Tenant to get someone else acceptable to the Landlord to give a guarantee in similar terms to the one given by the Guarantor; and
- (c) the Tenant must:
  - (i) comply with the Landlord's notice; and
  - (ii) pay all costs and expenses paid or incurred by the Landlord in relation to anything done under this clause.



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**13.7 Notices**

13.7.1 This clause applies to all notices under or about this Lease.

13.7.2 The notice must be in writing and signed by:

- (a) the party giving it;
- (b) the solicitor for the party giving it;
- (c) if that party is a corporation - a director or other officer of the corporation; or
- (d) if that party is the Landlord - an employee authorised by the Landlord.

13.7.3 A notice to the Tenant may be served:

- (a) by delivering it to the Tenant;
- (b) by posting it to the Premises;
- (c) by leaving it at, or attaching it to, the Premises (even if nobody is there);
- (d) by posting it to the residential, business or postal address of the Tenant last known to the Landlord;
- (e) in a way set out in section 347 of the *Property Law Act 1974*; or
- (f) if the Tenant is a company - in a way set out in section 109X of the *Corporations Act 2001*.

13.7.4 If the Tenant comprises 2 or more people, a notice need only be served on 1 of them.

13.7.5 A notice to the Landlord may be served:

- (a) in a way set out in section 347 of the *Property Law Act 1974*; or
- (b) if the Landlord is a company - in a way set out in section 109X of the *Corporations Act 2001*.

13.7.6 Unless the contrary is proven, a notice served by post is taken to have been served on the next business day after posting, even if it is received some other day, or not at all.

**13.8 Consents and approvals**

13.8.1 This clause applies if:

- (a) a provision or a combination of provisions of this Lease literally or in effect:
  - (i) requires the Tenant to have the consent or approval of the Landlord before doing something, omitting to do something or letting anything happen or any circumstances arise; or
  - (ii) provides that it is an Event of Default if the Tenant does not have the consent or approval of the Landlord in a particular situation; and
- (b) the Tenant wants the consent or approval.

13.8.2 The Tenant must:

- (a) ask the Landlord in writing for the consent or approval;
- (b) supply any additional information or documents the Landlord asks for; and
- (c) pay all costs and expenses paid or incurred by the Landlord in relation to the application for the consent or approval.

13.8.3 If the Tenant complies with subclause 13.8.2 and the consent or approval applied for does not relate to a part of the Complex other than the Premises, the Landlord must act reasonably in deciding whether to:

- (a) grant the consent or approval;
- (b) refuse the consent or approval; or
- (c) grant the consent or approval subject to conditions.

13.8.4 The Landlord does not have to comply with subclause 13.8.3 and is not under a similar obligation:

- (a) if a provision of this Lease says that the Landlord does not have to act reasonably; or
- (b) in circumstances to which it would be inconsistent with a provision of this Lease to apply subclause 13.8.3.

13.8.5 If the Premises are subject to a mortgage, the Landlord is taken to have acted reasonably for the purposes of subclause 13.8.3 if the Landlord:

- (a) grants the consent or approval subject to a condition that the Tenant obtain and comply with the consent or approval of the mortgagee; or
- (b) does not grant the consent or approval until the Tenant obtains and complies with the consent or approval of the mortgagee.

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13.8.6 A consent or approval is ineffective unless it is in writing.

**13.9 Liquor licences**

13.9.1 The Tenant is responsible for obtaining any Liquor Licence required for the Tenant to conduct the Permitted Use, or to conduct the Permitted Use in any particular way, from the Premises.

13.9.2 The Tenant is responsible for doing anything necessary to comply with the terms of any Liquor Licence relating to the Premises. (This is subject to any other relevant provisions of this Lease, such as the provision requiring the Tenant to obtain approval and the Landlord's right to give or decline the approval before the Tenant does any Works.)

13.9.3 The Landlord does not make any representation or give any warranty:  
(a) that the Tenant will be able to obtain a Liquor Licence; or  
(b) about the terms on which the Tenant may be able to obtain a Liquor Licence,  
but the Landlord will do all things reasonably required by the Tenant in connection with any application for a Liquor Licence relating to the Premises if the Tenant pays to the Landlord its reasonable legal fees and costs, expenses and administrative fees incurred or charged in that regard.

13.9.4 The Tenant must ensure that any Liquor Licence in existence at the Commencement Date or at any later time and relating to the Premises remains current.

13.9.5 The Tenant must not seek or allow, and must do everything reasonably necessary to prevent:  
(a) the lapsing, surrender or other termination;  
(b) the extension or application to any other premises;  
(c) the endorsement of any condition; or  
(d) any transfer, removal or variation,  
of any Liquor Licence relating to the Premises from time to time except with the Landlord's approval.

13.9.6 If the Landlord asks, the Tenant must within 14 days:  
(a) give to the Landlord copies of any returns or declarations relating to any Liquor Licence relating to the Premises and that the Tenant is required to lodge, give or make under any Law; and  
(b) give to the Landlord any other documents, and do any other things, reasonably required by the Landlord to help or enable the Landlord to comply with its obligations under any Law in connection with any Liquor Licence relating to the Premises.

13.9.7 If the Tenant asks, the Landlord must within 14 days give to the Tenant any other documents, and do any other things, reasonably required by the Tenant to help or enable the Tenant to comply with its obligations under any Law in connection with any Liquor Licence relating to the Premises if the Tenant pays to the Landlord its reasonable legal fees and costs, expenses and administrative fees incurred or charged in that regard.

13.9.8 If required by the Landlord, the Tenant must on and from the Departure Date (or any later date required by the Landlord):  
(a) appoint the Landlord (or a person nominated by the Landlord) to be the Tenant's agent to manage, superintend and conduct the business at the Premises under any Liquor Licence relating to the Premises for the period commencing on the Departure Date (or the later date required by the Landlord) and expiring on the earliest of:  
(i) the date on which any Liquor Licence relating to the Premises is transferred from the Tenant to the Landlord;  
(ii) the date on which the Landlord or another person obtains a Liquor Licence relating to the Premises and replacing a Liquor Licence relating to the Premises held or previously held by the Tenant; or  
(iii) the date specified by the Landlord; and  
(b) must apply for permission under section 149 of the *Liquor Act 1992* covering the absence from the Premises of the Tenant or its nominee on any Liquor Licence relating to the Premises during the period to which paragraph (a) applies.

13.9.9 If required by the Landlord, the Tenant must on the Departure Date (or any later date required by the Landlord) and subsequently immediately do everything necessary, or reasonably required by the Landlord, to enable the transfer from the Tenant to the Landlord (or to any other person nominated by the Landlord) of any Liquor Licence then relating to the Premises.



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**13.10 Authority to act for Landlord**

13.10.1 If and while the Landlord is a body corporate (including a local government), only the Attorneys are taken to have the authority to give any consent or approval, make any agreement, give any waiver or do anything else on behalf of and binding the Landlord under or in connection with this Lease unless:

- (a) a Law provides or deems otherwise; or
- (b) the Tenant can prove that a person who purportedly did any of those things actually had the authority of the Landlord to do that thing on behalf of and binding the Landlord.

**13.11 Bank Guarantee**

13.11.1 In order to secure the performance of the obligations of the Tenant under this Lease the Tenant must procure in favour of the Landlord a Bank Guarantee which:

- (a) is for the Guaranteed Sum;
- (b) takes effect on and from the Commencement Date; and
- (c) is given to the Landlord on or before the Commencement Date.

13.11.2 If the Tenant is in breach of or fails to perform its obligations under this Lease the Landlord may, without prejudice to all other rights and remedies available to it, draw down the whole or any part of the Bank Guarantee and apply the proceeds drawn down to remedy or assist in remedying and to compensate the Landlord for that default and to assist the Landlord in exercising any or all of the Landlord's rights and remedies under this Lease.

13.11.3 If the Landlord is entitled to exercise any rights and remedies under this Lease the whole of the Bank Guarantee or such of it remaining may be drawn down and the amount deposited in an interest bearing bank account in the name and under the control of the Landlord and the amount together with interest applied to remedy or assist in remedying the default and to compensate the Landlord for the reasonable loss, cost, expense and damage resultant upon the Tenant's default and the Landlord having to exercise its rights and remedies and to assist in the exercise of any rights and remedies under this Lease.

13.11.4 The Tenant must either:

- (a) give the Landlord another Bank Guarantee for the Shortfall Guaranteed Sum; or
- (b) give the Landlord a fresh Bank Guarantee for the new Guaranteed Sum, within 14 days if:
- (d) the Guaranteed Sum changes; or
- (e) the Landlord acts under subclause 13.11.2 or 13.11.3 and notifies the Tenant of the Shortfall Guaranteed Sum.

13.11.5 The Landlord must return the Bank Guarantee to the Tenant:

- (a) when this Lease comes to an end and the Tenant has no outstanding obligations under this Lease or liability or potential liability in damages for any breach or non-performance of any obligations under this Lease; or
- (b) in exchange for a fresh Bank Guarantee which the Tenant gives the Landlord under paragraph 13.11.4(b).

13.11.6 The Landlord will not be deemed to have waived or relinquished any right under the Bank Guarantee if the Tenant assigns this Lease. If that occurs, the Bank Guarantee will remain in full force and effect as if it had been provided by the assignee and it will be read accordingly. The Landlord may, as a condition of assignment, require the assignee to provide an equivalent replacement Bank Guarantee and if that occurs, the Landlord must return the Bank Guarantee provided by the Tenant assigning this Lease.

**13.12 Bond instead of Bank Guarantee**

13.12.1 Instead of complying with subclause 13.11.1, the Tenant may on or before the Commencement Date pay to the Landlord an amount of money equalling the Guaranteed Sum as security for the performance of the Tenant's obligations under this Lease. That amount of money is called the **Bond**.

13.12.2 The Landlord can (even after the end of the term of the Lease) use the Bond or a part of it to set off against, and satisfy or partially satisfy, the amount of:

- (a) any debt or liquidated amount of money that falls due for payment by the Tenant under this Lease but is at the time unpaid; and

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- (b) the Landlord's reasonable estimate of the Landlord's loss, cost, expense and damage resultant upon a breach of this Lease by the Tenant to the extent that the Tenant has not paid the Landlord compensation for that loss, cost, expense and damage.

13.12.3 If the Landlord uses all or part of the Bond under subclause 13.12.2, the Landlord may give the Tenant a notice telling the Tenant that and requiring the Tenant to restore the amount of the Bond to the Guaranteed Sum. The Tenant must then, within 14 days, pay enough to the Landlord to restore the amount of the Bond to the Guaranteed Sum.

13.12.4 If the Guaranteed Sum changes, the Tenant must pay enough to the Landlord to ensure that the amount of the Bond held by the Landlord is the new Guaranteed Sum.

13.12.5 The Landlord's use of, or right to use, all or part of the Bond under subclause 13.12.2 does not excuse the Tenant from any of its obligations under this Lease or from any liability, but the Tenant is entitled to a credit against those obligations and liabilities for the amounts for which the Landlord has used the Bond under subclause 13.12.2.

13.12.6 Within 90 days after the end of the term of the Lease, the Landlord must refund to the Tenant the Bond Balance.

13.12.7 If the Tenant gives the Landlord a Bank Guarantee for the Guaranteed Sum under clause 13.11, the Landlord must refund to the Tenant the Bond Balance.

13.12.8 The Tenant is not entitled to any interest in the Bond or the Bond Balance. If the Landlord earns any interest or income from holding the Bond, that interest or income belongs to the Landlord.

13.12.9 The **Bond Balance** is:

- (a) the total of all amounts paid by the Tenant to the Landlord under subclauses 13.12.1, 13.12.3 and 13.12.4; less  
(b) the total of all amounts of the Bond used by the Landlord under subclause 13.12.2.

**13.13 Retail Shop Leases Act**

13.13.1 The Tenant acknowledges that, at least 7 days before entering into this Lease, the Tenant was given a draft of the lease and a disclosure statement under section 22 of the *Retail Shop Leases Act 1994*.

13.13.2 The Tenant warrants that:

- (a) if section 22A of the *Retail Shop Leases Act 1994* required the Tenant to give the Landlord a disclosure statement under that Act before entering into this Lease, the Tenant complied with that section; and  
(b) all the information contained in any disclosure statement given to the Landlord by the Tenant under section 22A of the *Retail Shop Leases Act 1994* applies was when the statement was given, and still is at the time the Tenant enters into this Lease, true, complete and not misleading.

13.13.3 The Tenant warrants that, if section 22D of the *Retail Shop Leases Act 1994* required the Tenant to give the Landlord a financial advice report and a legal advice report under that Act before entering into this Lease, the Tenant complied with that section.

13.13.4 If any warranty in paragraph 13.13.2(a) or subclause 13.13.3 is not correct:

- (a) the Tenant is in breach of this Lease until the disclosure statement or reports (as the case may require) have been given to the Landlord; and  
(b) the Landlord's rights because the Tenant is in breach of this Lease are in addition to the Landlord's rights under section 22E of the *Retail Shop Leases Act 1994*.

**14 LICENCE**

**14.1 Definitions**

14.1.1 For the purposes of this section:

**Applied Provisions** means the following provisions of this Lease:

- (a) clause 2.3;



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- (b) clause 3.3;
- (c) section 4 (but as if subclause 4.5.1 ended at the word "consent");
- (d) clauses 5.1, 5.2, 5.4, 5.5 and 5.6;
- (e) section 6;
- (f) clauses 10.1 and 10.7;
- (g) subclause 12.8.3;
- (h) subclauses 13.3.3 and 13.3.4;
- (i) clause 13.9.

**Outdoor Eating Area** means the part of the land shown as "Licence D" on the plan attached to this Lease.

**Storage Area** means the parts of the land shown as "Licence E" and "Licence F" on the plan attached to this Lease.

**14.2 Licence of Outdoor Eating Area**

- 14.2.1 The Landlord grants to the Tenant a licence to use the Outdoor Eating Area on the terms set out in this clause and the Tenant accepts the grant.
- 14.2.2 The Tenant may use the Outdoor Eating Area for the purposes of:
- (a) placing on it tables, chairs and umbrellas (but not as fixtures and in no greater number than the Landlord approves from time to time and not in any configuration that the Landlord does not approve from time to time) for use by the Tenant's invitees who are customers of the business carried on by the Tenant at the Premises in accordance with this Lease;
  - (b) serving or selling to those customers products supplied by the Tenant to those customers in the course of carrying on that business; and
  - (c) placing on the tables items (such as serviettes and menus) for the use or convenience of those customers which are reasonably connected with the business carried on by the Tenant at the Premises in accordance with this Lease and which the Landlord has not, by notice to the Tenant, prohibited the Tenant from placing on the Outdoor Eating Area.
- 14.2.3 The Tenant may not use the Outdoor Eating Area for any other purpose.
- 14.2.4 The Tenant must, whenever the Premises are closed for business, remove and store away from the Outdoor Eating Area anything placed on the Outdoor Eating Area under subclause 14.2.2.
- 14.2.5 The Tenant must ensure that the Outdoor Eating Area is maintained:
- (a) as a clean and safe environment to consume food; and
  - (b) clear of food remnants, plates, eating utensils, cups, wrapping paper and other rubbish or unwanted items.
- 14.2.6 The Tenant must also ensure that all food remnants, plates, eating utensils, cups, wrapping paper and other rubbish or unwanted items, on any other premises or area but originating from the Outdoor Eating Area, are removed.
- 14.2.7 The Tenant is not given exclusive possession of the Outdoor Eating Area and cannot exclude the Landlord, or people authorised by the Landlord, from the Outdoor Eating Area.
- 14.2.8 The Tenant may (and will if requested by the Landlord):
- (a) refuse entry to the Outdoor Eating Area to;
  - (b) revoke any implied licence or invitation to be on the Outdoor Eating Area of; and
  - (c) use lawful and proper means to remove or keep away, any person who causes or has caused damage to the Outdoor Eating Area, engages or has engaged in unlawful conduct there or has done anything which would be in breach of this Lease if done by the Tenant.
- 14.2.9 The Tenant cannot assign the licence under this clause or make it the subject of a Dealing. If this Lease is assigned in accordance with the provisions of this Lease at any time before the licence under this clause has expired, the licence is assigned at the same time as, and to the same person as, the Lease.
- 14.2.10 The licence under this clause expires on the earliest to occur of:
- (a) the Departure Date;

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- (b) the Landlord by notice to the Tenant terminating the licence if the Tenant breaches an obligation under this clause (or under this Lease and concerning the Outdoor Eating Area) which is capable of being remedied but has not remedied the breach within 14 days after the Landlord gave the Tenant notice to do so;
- (c) the Landlord by notice to the Tenant terminating the licence if the Tenant breaches an obligation under this clause (or under this Lease and concerning the Outdoor Eating Area) which is not capable of being remedied; or
- (d) the Landlord by notice to the Tenant terminating the licence after the occurrence of any damage to, destruction of or resumption of the Outdoor Eating Area as a result of which the Outdoor Eating Area is no longer reasonably capable of continuing to be used for the purposes which this clause would allow.

14.2.11 The Tenant must comply with the Applied Provisions, and the Applied Provisions apply, as if references in them to:

- (a) the Premises – were to the Outdoor Eating Area;
- (b) the Departure Date – were to the date on which the licence under this clause expires according to subclause 14.2.10;
- (c) the Original Layout – were to the layout, order and condition of the Outdoor Eating Area as at the Commencement Date, as modified or altered by the Tenant in accordance with this Lease or by the Landlord;
- (d) a Service Charge – were to an amount payable by the Tenant or the Landlord for a service or facility (for example, electricity, water or gas) supplied to the Tenant, supplied to the Outdoor Eating Area or used at the Outdoor Eating Area; and
- (e) the Permitted Use – were to the purposes listed in subclause 14.2.2.

**14.3 Licence of Storage Area**

14.3.1 The Landlord grants to the Tenant a licence to use the Storage Area on the terms set out in this clause and the Tenant accepts the grant.

14.3.2 The Tenant may use the Storage Area for the purpose of storing Tenant's Goods:

- (a) which are used in the ordinary course of the business carried on by the Tenant at the Premises in accordance with this Lease;
- (b) which are intended by the Tenant for use, and on an objective basis could reasonably be expected to be used, in that ordinary course; or
- (c) which are placed on the Outdoor Eating Area under clause 14.2.

14.3.3 The Tenant may not use the Storage Area for any other purpose.

14.3.4 The Tenant must not make any of the Tenant's Goods fixtures to the Storage Area or allow them to become fixtures.

14.3.5 The Tenant is not given exclusive possession of the Storage Area and cannot exclude the Landlord, or people authorised by the Landlord, from the Storage Area.

14.3.6 The Tenant cannot assign the licence under this clause or make it the subject of a Dealing. If this Lease is assigned in accordance with the provisions of this Lease at any time before the licence under this clause has expired, the licence is assigned at the same time as, and to the same person as, the Lease.

14.3.7 The licence under this clause expires on the earliest to occur of:

- (a) the Departure Date;
- (b) the Landlord by notice to the Tenant terminating the licence if the Tenant breaches an obligation under this clause (or under this Lease and concerning the Storage Area) which is capable of being remedied but has not remedied the breach within 14 days after the Landlord gave the Tenant notice to do so;
- (c) the Landlord by notice to the Tenant terminating the licence if the Tenant breaches an obligation under this clause (or under this Lease and concerning the Storage Area) which is not capable of being remedied; or
- (d) the Landlord by notice to the Tenant terminating the licence after the occurrence of any damage to, destruction of or resumption of the Storage Area as a result of which the Storage Area is no longer reasonably capable of continuing to be used for the purposes which this clause would allow.



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- 14.3.8 The Tenant must comply with the Applied Provisions, and the Applied Provisions apply, as if references in them to:
- (a) the Premises – were to the Storage Area;
  - (b) the Departure Date – were to the date on which the licence under this clause expires according to subclause 14.3.7;
  - (c) the Original Layout – were to the layout, order and condition of the Storage Area as at the Commencement Date, as modified or altered by the Tenant in accordance with this Lease or by the Landlord;
  - (d) a Service Charge – were to an amount payable by the Tenant or the Landlord for a service or facility (for example, electricity, water or gas) supplied to the Tenant, supplied to the Storage Area or used at the Storage Area; and
  - (e) the Permitted Use – were to the purposes listed in subclause 14.3.2.

## 15 PRIOR LEASE, BANK GUARANTEE AND SECURITY DEPOSIT

### 15.1 Definitions

15.1.1 For the purposes of this section:

**Original Tenant** means Adana Corporation Pty Ltd ACN 130 151 478.

**Prior Lease** means registered lease no. 711979160, as assigned from the Original Tenant to the Tenant and as amended by an instrument of amendment executed by the Tenant on 11 August 2010 and by the Landlord on 26 November 2010.

**Prior Lease Expiry Date** means 31 August 2015.

**Security Deposit** means the sum of \$16,830 held by the Stakeholder in trust for the Landlord and the Tenant and as security for the Tenant's obligations under the Prior Lease and also includes any additional amount paid by the Tenant to the Stakeholder for that purpose or as or towards a Bond under clause 13.12.

**Stakeholder** means the law practice known as Horrell Legal.

### 15.2 Relationship of this Lease to Prior Lease

- 15.2.1 The Landlord's obligation to grant this Lease is conditional on the Prior Lease expiring on, and not being terminated or rescinded before, the Prior Lease Expiry Date.
- 15.2.2 If the Prior Lease is terminated or rescinded before the Prior Lease Expiry Date, the Landlord may (not later than the day before the Commencement Date) rescind this Lease by written notice to the Tenant.
- 15.2.3 The Landlord's right to rescind this Lease under subclause 15.2.2 exists even if this Lease has been registered under the *Land Title Act 1994*.
- 15.2.4 If the Landlord rescinds this Lease under subclause 15.2.2 after this Lease has been registered under the *Land Title Act 1994*:
- (a) the Tenant must, if the Landlord asks, execute and give to the Landlord a registrable form of surrender of this Lease and do all other things the Landlord reasonably requires the Tenant to do in order to surrender, and perfect the surrender of, this Lease; and
  - (b) the Attorneys may act under clause 12.8 to do any of those things as the Tenant's attorney as if an Event of Default had happened.

### 15.3 Tenant to provide Bank Guarantee or Bond

- 15.3.1 The Tenant must comply with subclause 13.11.1 or subclause 13.12.1 as if the references in those subclauses to "the Commencement Date" were instead references to "the date that is 30 days after the Landlord has executed this Lease".

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15.3.2 The Landlord and the Tenant agree that the Prior Lease is hereby amended so that the Tenant's obligation under subclause 13.11.1 or subclause 13.12.1 (as modified by subclause 15.3.1) of this Lease is an obligation of the Tenant under the Prior Lease as well as under this Lease.

**15.4 Bank Guarantee can be used for Prior Lease as well as this Lease**

15.4.1 This clause applies if:

- (a) the Tenant gives the Landlord a Bank Guarantee, complying with subclause 13.11.1, before the Commencement Date; and
- (b) the Bank Guarantee takes effect from a date earlier than the Commencement Date.

15.4.2 Until 90 days after the Prior Lease Expiry Date:

- (a) subclause 13.11.1 applies as if it said "this Lease and the Prior Lease" where the words "this Lease" appear; and
- (b) subclauses 13.11.2, 13.11.3 and 13.11.6 apply as if it said "this Lease or the Prior Lease" wherever the words "this Lease" appear.

**15.5 Bond can be used for Prior Lease as well as this Lease**

15.5.1 This clause applies if the Tenant pays to the Landlord a Bond under subclause 13.12.1 before the Commencement Date.

15.5.2 Until 90 days after the Prior Lease Expiry Date:

- (a) subclause 13.12.1 applies as if it said "this Lease and the Prior Lease" where the words "this Lease" appear; and
- (b) subclauses 13.12.2, 13.12.3 and 13.12.6 apply as if it said "this Lease or the Prior Lease" wherever the words "this Lease" appear.

**15.6 Security Deposit**

15.6.1 The Landlord and the Tenant agree that the Stakeholder is to pay the amount of the Security Deposit to the Landlord on request or demand by the Landlord or Tenant or on the Stakeholder's own initiative.

15.6.2 When the Stakeholder pays the amount of the Security Deposit to the Landlord, it is to be taken to be a payment by the Tenant to the Landlord of an amount for the Bond under subclause 13.12.1.

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**SCHEDULE 1 – REFERENCE DETAILS**

Item	Matter	Particulars
1	Commencement Date	1 September 2015
2	Initial Term	5 years and 10 months
3	Option Term	Nil
4	Further Option Term	Nil
5	Annual Rent	\$65,000.00
6	CPI Review Dates	Each anniversary of the Commencement Date that is not a Market Review Date
	Fixed Review Dates and percentages	Nil
7	Market Review Dates	Nil
8	Permitted Use	Dine in retailing and/or the retail sale of takeaway food and ancillary related uses
9	Required Trading Hours	The trading hours customary for a business carrying on the Permitted Use specified in item 8 of the Reference Details
10	Minimum insurance	\$20,000,000.00
11	Guarantor	Nil
12	Stipulated Rate	12% per annum



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**SCHEDULE 2 – DEFINITIONS**

<b>Annual Rent</b>	means the rent payable by the Tenant as defined in clause 3.2
<b>Assignee</b>	is defined in subclause 7.1.2
<b>Attorney</b>	is defined in subclause 12.8.1
<b>Bank Guarantee</b>	<p>means an unconditional and irrevocable undertaking which:</p> <ul style="list-style-type: none"><li>(a) is issued by an authorised deposit-taking institution under the <i>Banking Act 1959</i>;</li><li>(b) is in a form acceptable to the Landlord;</li><li>(c) will remain in force until the Issuing Bank is notified in writing by the Landlord that it is no longer required;</li><li>(d) requires the Issuing Bank to pay to the Landlord the Guaranteed Sum or such part of the Guaranteed Sum which has not already been paid to the Landlord without any form of deduction, counterclaim or set off whatsoever on receipt by the bank of a copy of a notice of default certified by or on behalf of the Landlord or its solicitors and without reference or regard to the Tenant or any communication or direction given by the Tenant to the Issuing Bank to the contrary; and</li><li>(e) imposes on the Issuing Bank no responsibility to investigate the entitlement of the Landlord to terminate or seek specific performance of this Lease or demand the payment of any money under this Lease</li></ul>
<b>Building</b>	means the building or buildings erected from time to time on the Land and in which the Premises are contained
<b>Commencement Date</b>	means the commencement date shown in item 1 of the Reference Details
<b>Common Areas</b>	means all those parts of the Complex, not leased or intended or available to be leased to any tenant, from time to time be set aside by the Landlord or available for use by the tenants of the Complex their employees, contractors, agents, licensees and invitees (and which may include, for example, walkways, passageways, circulation areas, staircases, escalators, ramps and lifts, service roads, loading bays, forecourts and toilets)
<b>Complex</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) the Land;</li><li>(b) all other parcels of land adjacent or near the Land acquired or leased by the Landlord and which the Landlord determines will form part of the Complex;</li><li>(c) the fixtures, fittings and plant and the other structures, facilities and improvements erected or to be erected on the Land or those other parcels, including the Common Areas and the Building,</li></ul> <p>but does not include any buildings or structures that the Landlord in its absolute discretion determines will not form part of the Complex</p>
<b>Complex Regulations</b>	is defined in subclause 10.4.1
<b>Costs</b>	<p>means all costs and expenses including:</p> <ul style="list-style-type: none"><li>(a) legal fees and costs on a full indemnity basis;</li><li>(b) fees and expenses payable to experts and other consultants including architects and engineers; and</li><li>(c) all other costs and expenses</li></ul>
<b>CPI Review Date</b>	means each date specified as such in item 6 of the Reference Details
<b>Dealing</b>	<p>means each of the following:</p> <ul style="list-style-type: none"><li>(a) sale, transfer or assignment;</li><li>(b) lease or sublease;</li></ul>

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- (c) licence;
- (d) grant of any right or interest; and
- (e) parting with or sharing possession

**Departure Date**

- means:
- (a) if clause 2.2 applies - the date the monthly tenancy is terminated;
  - (b) otherwise - the earlier of the Expiration Date and the date this Lease is validly terminated

**Event of Default**

- means each of the following:
- (a) the Tenant not paying an amount this Lease requires the Tenant to pay, when it is required to be paid;
  - (b) the Tenant not doing something this Lease requires the Tenant to do, when it is required to be done;
  - (c) the Tenant doing something this Lease requires the Tenant not to do;
  - (d) the Tenant otherwise breaching a provision of this Lease; and
  - (e) the occurrence of an Insolvency Event in relation to the Tenant or any Guarantor

**Expiration Date**

means the last day of the Initial Term

**Facility**

means an appurtenance, fixture or other facility in the Premises or Complex

**Fixed Review Date**

means each date specified as such in item 6 of the Reference Details

**Floor Area**

means the Gross Lettable Area – Retail determined in accordance with the Property Council of Australia Method of Measurement for Lettable Area – March 1997

**Form 7**

means the lease in form 7 under the *Land Title Act 1994* forming part of this Lease

**GST**

means GST under *A New Tax System (Goods and Services) Tax Act 1999* and any other tax, levy or impost (including a goods and services tax, consumption tax or value added tax) applying in respect of:

- (a) the payment of money under this Lease; or
- (b) the supply of any goods or services under this Lease

**GST Law**

means:

- (a) *A New Tax System (Goods and Services) Tax Act 1999* and any other Law imposing or dealing with the assessment, collection, imposition, calculation, payment or recovery of or liability for GST; and
- (b) any public rulings or determinations (whatever they might be called) under that Act or Law

**Guaranteed Sum**

means the amount from time to time equal to one-quarter of the prevailing Annual Rent, increased by a proportion equal to the prevailing rate of GST

**Guarantor**

means each of:

- (a) each person named in item 11 of the Reference Details;
- (b) anyone giving a guarantee because of subclause 7.1.2; and
- (c) anyone giving a guarantee because of a notice under clause 13.6

**Index Number**

means:

- (a) the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Statistician;
- (b) if that index is reset or recalibrated, the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Statistician and adjusted by a factor published or advised on the request of either party by the Australian Statistician; or
- (c) if that index is suspended, discontinued or modified so that it does not reflect on a consistent basis changes which have occurred in the cost of living in the city of Brisbane during any Lease Year:
  - (i) an independently published index of prices, costs or wages which in the



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opinion of the Australian Statistician (whether published or advised at the request of either party) does reflect on a consistent basis changes which have occurred in the cost of living in the city of Brisbane during that Lease Year; or

- (ii) if the Australian Statistician has not published and will not advise an index under subparagraph (i), an independently published index of prices, costs or wages agreed in writing by the parties and in the absence of agreement within a period of 14 days after the start of the Lease Year for which the Annual Rent is being calculated, an independently published index of prices, costs or wages determined at the request of either party by the President or Acting President of the Australian Property Institute (Queensland Division) or their nominee (who acts as an expert and not an arbitrator, whose determination is final and binding and whose fees in making the determination are to be borne equally by the parties).

**Initial Term**

means the term shown in item 2 of the Reference Details

**Insolvency Event**

means:

- (a) in relation to an individual, each of the following events:
  - (i) the individual becoming insolvent (as defined in section 95A of the *Corporations Act 2001*);
  - (ii) the individual committing an act of bankruptcy; and
  - (iii) the entry of a judgment or order against the individual for at least \$2,000 and the individual not satisfying the judgment or order within 14 days; and
- (b) in relation to a corporation, each of the following events:
  - (i) the corporation becoming insolvent (as defined in section 95A of the *Corporations Act 2001*);
  - (ii) an event specified in section 461(1) of the *Corporations Act 2001* occurring in relation to the corporation;
  - (iii) the corporation becoming an externally-administered body corporate (as defined in section 9 of the *Corporations Act 2001*);
  - (iv) a resolution being passed for the voluntary winding up of the corporation by its members or creditors;
  - (v) the appointment of a provisional liquidator in relation to the corporation; and
  - (vi) the entry of a judgment or order against the corporation for at least \$2,000 and the corporation not satisfying the judgment or order within 14 days

**Insured Risk**

means a risk for which the Landlord holds insurance in relation to the Building

**Issuing Bank**

means, in relation to a Bank Guarantee, the authorised deposit-taking institution under the *Banking Act 1959* that issued the Bank Guarantee

**Land**

means the land described in item 2 of the Form 7

**Landlord**

means the lessor named in item 1 of the Form 7

**Law**

means each of the following:

- (a) any Act of any Parliament;
- (b) any statutory instrument under any Act of Parliament;
- (c) any order, requirement or notice given under any Act or statutory instrument; and
- (d) any change to or repeal, consolidation or reenactment of, any of those

**Lease**

means this lease comprising the Form 7, this schedule and any variations

**Lease Year**

means:

- (a) each separate year of the Term (with the first one starting on the Commencement Date); and
- (b) any broken period between the end of the last complete Lease Year and the end of the Term

**Liquor Licence**

means any licence, permit, consent, permission or authorisation under the *Liquor Act*



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**Market Review Date**

means each date specified in item 7 of the Reference Details

**Option Term**

means the term (if any) specified in item 3 of the Reference Details

**Original Layout**

means the layout, order and condition of the Premises as at the Commencement Date, as modified or altered:

- (a) by the Landlord; or
- (b) by the Tenant in accordance with this Lease

**Permitted Use**

means:

- (a) the use specified in item 8 of the Reference Details;
- (b) reasonable storage and administrative uses directly related to the conduct of that use; and
- (c) any other use that the Landlord consents to in its absolute discretion

**Premises**

means the premises identified in item 5 of the Form 7 including:

- (a) the floor and ceiling finishes (but not any other part) of the floor slabs and ceiling slabs that bound the Premises;
- (b) the inner half severed medially of the internal non-load bearing walls that divide the Premises from the adjoining shops offices or facilities in the Complex or from the Common Areas;
- (c) the doors and windows and door and window frames at the Premises;
- (d) all additions and improvements to the Premises;
- (e) all the Landlord's fixtures and fittings and fixtures of every kind which from time to time are in or upon the Premises (whether originally fixed or fastened to or upon the Premises or otherwise) except any fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises;
- (f) all pipes that are in or on and that exclusively serve the Premises; and
- (g) any equipment or apparatus (for air extraction or otherwise) that is in or on and that exclusively serves the Premises,

but excluding the shop-front of the Premises (being the wall or walls dividing the Premises from the adjoining malls or walkways of the Complex)

**Quarter**

means each period of 3 months ending on 31 March, 30 June, 30 September and 31 December in each year

**Reference Details**

means the details set out in schedule 1

**Renewal Option**

means an option to take a lease of the Premises for an Option Term (if there is one)

**Rent**

means the rent payable under this Lease

**Required Trading Hours**

means the hours set out in item 9 of the Reference Details

**Retail Shop Lease**

means the same thing as in the *Retail Shop Leases Act 1994*

**Service Charge**

means an amount payable by the Tenant or the Landlord for a service or facility (for example, electricity, water or gas) supplied to the Tenant, supplied to the Premises or used at the Premises

**Shortfall Guaranteed Sum**

means the difference between the Guaranteed Sum less the face value of any Bank Guarantee already held by the Landlord less the aggregate of the amounts (if any) drawn down by the Landlord under subclause 13.11.2 or 13.11.3

**Sign**

means each of the following:

- (a) advertisement;
- (b) placard;
- (c) poster;
- (d) sign;

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- (e) banner; and
- (f) any similar thing and anything having a similar purpose to any of the above

**Stipulated Rate** means the rate set out in item 12 of the Reference Details

**Tenant** means:  
(a) the lessee named in item 3 of the Form 7; and  
(b) any assignee of the lessee or of an earlier assignee

**Tenant's Goods** means:  
(a) all fittings, fixtures and goods that are the property of the Tenant, or would be if they were not fixtures; and  
(b) all fixtures, fittings and goods that are the property of neither the Tenant nor the Landlord but are the subject of a rental, hiring or other arrangement between the Tenant and someone other than the Landlord

**Tenant's Invitee** means each of the following:  
(a) a customer of the Tenant;  
(b) an invitee of the Tenant;  
(c) a tradesperson or worker used by the Tenant;  
(d) an employee or agent of the Tenant; and  
(e) anyone at the Premises or Building with the Tenant's expressed or implied consent

**Term** means the period starting on the Commencement Date and ending on the Departure Date

**Total Lettable Floor Area** means the Floor Area of all those parts of the Building or the Complex (as applicable) leased to or occupied by any tenant or which are available from time to time for lease or licence, but not including:  
(a) the Floor Area of the Common Areas; or  
(b) any part of the Complex to be used exclusively for the purpose of storage

**Works** means structural and non-structural alterations or additions to the Premises or any Facility or to the Complex, including:  
(a) painting;  
(b) the installation, removal, replacement or alteration of floor coverings; and  
(c) the installation, removal, replacement or alteration of partitions



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**GUARANTEE AND INDEMNITY**

**1. Interpretation**

- 1.1 The following definitions apply for the purposes of the provisions contained in this guarantee and indemnity (*Guarantee*):

**comply** includes perform, adhere to, observe and carry out an obligation, law or agreement.

**costs** includes legal costs and outlays on a full indemnity basis.

**event of default** means any of the following events, even if its occurrence is outside the control of the Tenant or Guarantor:

- (a) a failure by the Tenant to comply with an obligation under the Lease on the due date; and
- (b) the occurrence of an insolvency event in relation to the Tenant; and
- (c) anything that constitutes a breach of the Lease by the Tenant; and
- (d) anything that gives rise to a right or power on the part of the Landlord to terminate the Lease or re-enter the Premises, exercise another right or remedy against the tenant under the Lease or exercise a right or remedy against the Tenant connected with the use, occupation, act, omission or presence on the Premises by the Tenant or someone claiming through the Tenant (for example, to sue for damages for trespass or for waste).

**guaranteed obligation** means an obligation of the Tenant:

- (a) under the Lease; or
  - (b) to pay or repay any part of the secured amount; or
  - (c) to pay or repay any money which would be payable under, or as damages for breach of, a provision of the Lease 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.

**Guarantor** includes:

- (a) each person comprising the Guarantor individually;
- (b) every combination of those persons together; and
- (c) each of those persons' respective legal personal representatives, successors and permitted assigns, both individually and together in every combination.

**insolvency event**, in relation to the Tenant, means:

- (a) if any person comprising the Tenant is a natural person – that person being or becoming bankrupt, committing an act of bankruptcy, entering into an arrangement under part IX or part X of the *Bankruptcy Act 1966* or another similar arrangement or being or becoming insolvent as defined in section 95A of the *Corporations Act 2001*; or
- (b) if any person comprising the Tenant is a corporation – the corporation being or becoming an externally-administered body corporate as defined in section 9 of the *Corporations Act 2001*, a provisional liquidator or liquidator being appointed in relation to the corporation, an event specified in section 461(1) of the *Corporations Act 2001* occurring in relation to the corporation, the corporation being taken to have failed to comply with a statutory demand under section 459F of the *Corporations Act 2001*, a resolution being passed by or in relation to the corporation under part 5.5 of the *Corporations Act 2001* or a notice of a meeting being issued at which such a resolution is intended to be moved or the corporation being or becoming insolvent as defined in section 95A of the *Corporations Act 2001*.

**Landlord** includes the Landlord and its successors and assigns.

**Landlord's rights** means the rights of the Landlord:

- (a) expressed or implied in the Lease or this Guarantee; or
- (b) arising under or because of the Lease or this Guarantee; or
- (c) arising under any law, at law or in equity.

**law** includes:

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- (a) legislation, regulation, order in council, by-law, ordinance and any other primary or subordinate legislation or law made by any level of government; and
- (b) any order, direction, notice or requirement validly given or made under any such law.

**Lease** means the lease to which this Guarantee is attached, and includes any relationship of lessor and lessee arising out of that lease or the occupancy of the Premises between the parties named in it, including any renewed or extended lease resulting from the exercise of an option for renewal or extension.

**month** means a calendar month.

**obligation** includes requirement, restriction, stipulation, covenant and provision (whether positive or negative in character).

**Premises** has the meaning given in the lease to which this Guarantee is attached.

**right** includes a power or remedy however arising.

**secured amount**, at a particular time, means all amounts of money outstanding or contingently payable by the Tenant to the Landlord under the Lease, including:

- (a) money payable under an obligation to indemnify; and
- (b) amounts that have not been quantified.

**security interest** means an interest in property:

- (a) arising under a mortgage, charge, lien, hire purchase agreement or other encumbrance; or
- (b) arising under a finance lease; or
- (c) which in substance secures the provision of financial accommodation or the performance or discharge of an obligation.

**Tenant** means Rajesh Sharma and includes any assignee from him (and any subsequent assignee) in all their capacities from time to time.

1.2 In the Guarantee:

- (a) words suggesting the singular include the plural and the other way around; and
- (b) words suggesting a gender include the other genders; and
- (c) words or expressions that are related to defined terms have corresponding meanings; and
- (d) a reference to any kind of legal person includes every other kind of legal person.

1.3 In the Guarantee, a reference to a law (or laws generally) is to be read:

- (a) as if the definition of "law" was included in the reference; and
- (b) as including a reference to any law amending the law referred to, repealing it, re-enacting it, relocating it or dealing with substantially similar subject matter after its repeal (but this paragraph does not apply in relation to a law referred to in a definition).

1.4 Headings are to assist with ease of reference only, and are not to be used in interpreting the Guarantee.

1.5 A provision of the Guarantee must not be read to the detriment of a party only because the provision was:

- (a) drafted by or on behalf of that party; or
- (b) included in the guarantee at the request or insistence of that party.

**2. Background**

2.1 The Guarantor has requested the Landlord to grant the Lease to the Tenant.

2.2 By executing this deed the Guarantor:

- (a) confirms that request; and
- (b) acknowledges that the Landlord has granted, or will grant, the Lease to the Tenant because of that request.

2.3 It does not matter whether the Landlord executes this deed before or after the execution of this deed by any person comprising the Guarantor.



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**3. Guarantee**

- 3.1 The Guarantor guarantees to the Landlord the due and punctual compliance by the Tenant with the guaranteed obligations.
- 3.2 If the Tenant does not duly and punctually comply with a guaranteed obligation, the Guarantor must immediately pay to the Landlord the amount required to make good, or compensate the Landlord for, the non-compliance.

**4. Indemnity**

- 4.1 The Guarantor indemnifies the Landlord against:
- (a) any costs, losses, damages or expenses paid or incurred by the Landlord as a result of, or in connection with, the Tenant's failure to duly and punctually comply with a guaranteed obligation; and
  - (b) any liability of the Landlord arising directly or indirectly from the Tenant's failure to duly and punctually comply with a guaranteed obligation; and
  - (c) any costs and expenses paid or incurred by the Landlord in relation to the liability referred to in paragraph (b).
- 4.2 The Guarantor indemnifies the Landlord in respect of any guaranteed obligation which the Landlord cannot enforce, or the Tenant cannot comply with:
- (a) because a provision of the Lease purporting to give rise to, or relating to, the guaranteed obligation is void, avoided, illegal or unenforceable; or
  - (b) for any other reason at all.
- 4.3 As a principal debtor, the Guarantor agrees to comply with a guaranteed obligation referred to in subclause 4.2 as if it was set out at length in the Guarantee (with any necessary modifications).

**5. Interest**

- 5.1 The Guarantor must pay interest to the Landlord on all amounts due by the Guarantor to the Landlord under the Guarantee from the dates they fall due until payment.
- 5.2 Interest is payable at the rate of 12% per annum, accruing daily and calculated and capitalised at the end of each calendar month.
- 5.3 As a separate and additional obligation, subclauses 5.1 and 5.2 will continue to apply:
- (a) after any of the Guarantor's liability under the Guarantee becomes merged in any judgment or order; and
  - (b) to the amount of the judgment or order due and payable but unpaid both before and after the judgment or order.

**6. Guarantor's liability**

- 6.1 In any proceedings in which the liability of the Guarantor to the Landlord 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 Tenant 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 Landlord is that of a guarantor or surety.
- 6.2 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; and
  - (b) are absolute and unconditional; and
  - (c) do not depend on demand being made.
- 6.3 In particular, the Guarantor's obligations under the Guarantee are not affected, reduced, abated, suspended, abrogated or varied by:

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- (a) the variation, termination or enforcement of the Lease, whether by agreement of the Guarantor, Landlord and/or Tenant or not; or
- (b) the granting to the Tenant of any time or other indulgence; or
- (c) the granting of any concession or the waiver of any failure by the Tenant to comply with a guaranteed obligation; or
- (d) the postponing for any time or from time to time of the exercise of any of the Landlord's rights; or
- (e) any variation in the respective obligations and liabilities of the Tenant and Landlord, whether or not made with the knowledge or consent of the Guarantor; or
- (f) any change in the positions as between each other of the Tenant and the Guarantor, whether or not notice of the change is given to the Landlord; or
- (g) an insolvency event happening in relation to the Tenant; or
- (h) any negligence, delay or laches on the part of the Landlord in enforcing the Landlord's rights; or
- (i) the taking or release or loss of any security held by the Landlord in relation to the guaranteed obligations; or
- (j) any provision of the Lease or of the Guarantee being or becoming void, avoided, illegal or unenforceable.

6.4 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.

**7. Insolvency event relating to Tenant**

7.1 Subclauses 7.2, 7.3 and 7.4 apply if:

- (a) an insolvency event happens in relation to the Tenant; and
- (b) the guaranteed obligations have not been fully complied with, discharged and satisfied.

7.2 Except as provided in subclause 7.3, the Guarantor must not lodge any proof of debt or other claim, or exercise any other rights, in connection with the insolvency event.

7.3 The Guarantor must, if required by the Landlord, lodge a proof of debt or other claim, or exercise any other rights, in connection with the insolvency event:

- (a) in the way required by the Landlord; and
- (b) for the benefit of the Landlord.

7.4 If the Guarantor receives any money in connection with the insolvency event or any proceedings relating to or because of the insolvency event, the Guarantor:

- (a) must promptly pay the money to the Landlord; and
- (b) until doing so, holds the money on trust for the Landlord.

**8. Security interests**

8.1 The Guarantor must not take any security interest from the Tenant whether in respect of:

- (a) any guaranteed obligations; or
- (b) any other obligations or money.

8.2 If the Guarantor does take a security interest referred to in subclause 8.1, the Guarantor must:

- (a) hold the security interest, and any money received by it under or because of that security interest, on trust for the Landlord; and
- (b) promptly pay to the Landlord any money referred to in paragraph (a).

**9. Ending of Lease**

9.1 Subclause 9.3 applies if the term of the Lease ends for any reason, other than:

- (a) the passage of time; or
- (b) the termination of the Lease following the Landlord's default.

9.2 Reasons why the term of the Lease might end, and which would bring subclause 9.3 into operation, include:

- (a) the disclaimer of the Lease in connection with, and following, an insolvency event; and



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- (b) the termination of the Lease following the Tenant's default; and
- (c) a declaration by a court that the Lease is void or avoided.

9.3 The Landlord may give the Guarantor a notice requiring the Guarantor to take a replacement lease of the Premises as tenant on the same terms as the Lease for the remaining term of the Lease and with any necessary modifications.

- 9.4 If the Landlord gives the Guarantor a notice under subclause 9.3, the Landlord and the Guarantor:
- (a) are treated as having entered into a lease as stated in subclause 9.3, and must comply with it accordingly; and
  - (b) must promptly execute all documents the Landlord reasonably requires to perfect the replacement lease.

- 9.5 A notice under subclause 9.3:
- (a) may be directed to any one or more of the persons comprising the Guarantor; and
  - (b) may require the replacement lease to start on the date the Lease ended (even if it is earlier than when the notice is given) or a later date (which must be earlier than when the Lease would have ended with the passage of time); and
  - (c) may require the replacement lease to end on the date the Lease would have ended with the passage of time or an earlier date.

9.6 Whether or not a notice is issued under subclause 9.3, the Guarantor's other obligations under the Guarantee and under any other document or agreement continue to apply, and continue to be enforceable by the Landlord, as separate obligations.

**10. Payments**

- 10.1 All payments under the Guarantee are to be made:
- (a) in Australian currency; and
  - (b) to the Landlord or in a way reasonably required by the Landlord.
- 10.2 No payment is to be taken to have been made unless and until the Landlord actually receives it.
- 10.3 Payments are at the Guarantor's risk until the Landlord actually receives them.
- 10.4 Payments made by cheque or other negotiable instrument are not to be taken to have been made until the Landlord actually receives the proceeds of the cheque or instrument.
- 10.5 Payments are to be made clear of any set off, counterclaim or deduction of any kind.
- 10.6 The Landlord may apply payments in whatever order the Landlord chooses, even if:
- (a) the Guarantor specifies otherwise; or
  - (b) there is some contrary endorsement or notification on or accompanying any payment.

**11. Landlord's rights**

- 11.1 The Landlord is not liable for any involuntary losses or irregularities arising because of the exercise, attempted exercise, or non-exercise, of the Landlord's rights.
- 11.2 The Guarantor indemnifies the Landlord against any liability, cost, loss or expense caused or contributed to by an event of default or the exercise, attempted exercise or non-exercise of the Landlord's rights. These indemnities are independent, separate and continuing obligations which will survive the termination of the Guarantee.
- 11.3 The Landlord may exercise any of the Landlord's rights even if the Landlord:
- (a) has had the ability or opportunity to exercise the right before; and
  - (b) did not then exercise the right.

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- 11.4 The Landlord may exercise any of the Landlord's rights despite anything except an express written waiver of the right. No waiver affects the ability of the Landlord to exercise the same right at a later date.
- 11.5 At no time is the Landlord under an obligation to exercise any of the Landlord's rights or to exercise them in a particular way.
- 11.6 The Landlord's rights are cumulative and not alternative.
- 11.7 The Landlord may exercise any of the Landlord's rights in whatever order the Landlord chooses.
- 12. Costs**
- 12.1 The Guarantor must pay or reimburse the Landlord's costs in relation to:
- (a) the exercise or attempted exercise of any of the Landlord's rights; and
  - (b) any event of default; and
  - (c) any breach of the Guarantee by the Guarantor.
- 12.2 The Guarantor is to comply with its obligations under the Guarantee at the Guarantor's own expense.
- 13. General**
- 13.1 The Guarantor must do everything reasonably required by the Landlord to:
- (a) fully give effect to and perfect the Guarantee; or
  - (b) give the Landlord the full benefit of the Landlord's rights.
- 13.2 Execution of this deed by the Guarantor or the Landlord is intended to constitute delivery of the document by that party as between the Guarantor and the Landlord.
- 13.3 The Guarantee is to be governed by the laws of Queensland.
- 13.4 The obligations of the Guarantor and the Landlord's rights:
- (a) will not merge because of the termination of the Guarantee or any other event or thing; and
  - (b) continue in full force and effect despite the termination of the Guarantee and any other event or thing.
- 13.5 A statement in writing signed by the Landlord or any agent or solicitor of the Landlord in relation to:
- (a) the secured amount; or
  - (b) anything else to do with the Guarantee,
- is conclusive evidence of those matters unless the Guarantor can prove otherwise.
- 13.6 If any provision of the Guarantee is void, voidable, invalid, unenforceable or illegal in any jurisdiction:
- (a) 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; and
  - (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.
- 13.7 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.
- 13.8 Time is of the essence for all the Guarantor's obligations under the Guarantee.
- 13.9 The Guarantor may not assign or novate any of the Guarantor's rights or obligations under the Guarantee.
- 13.10 The Landlord may at any time:
- (a) assign any of the Landlord's rights under the Guarantee; and
  - (b) disclose to a potential assignee any information about the Guarantor.
- 13.11 Each guarantee and indemnity contained in the Guarantee applies independently and even though another provision of the Guarantee may not apply.



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- 13.12 The Guarantee is fully valid and enforceable regardless of:
- (a) the order in which the Guarantee and any documents concerning the Lease are executed or become binding, whether generally or on each party; and
  - (b) the fact that a party to any of those documents may not execute it.

**WARNING TO GUARANTOR**

- This is an important document that you should not sign lightly. By signing, you will be giving the Landlord a guarantee and indemnity.
- There are many circumstances that could give the Landlord the right to enforce this guarantee and indemnity.
- These circumstances could include fraud or poor management by the Tenant 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 Tenant's control and might not be foreseeable to you now. That makes no difference to the Landlord's right to enforce this guarantee and indemnity.
- If the Tenant does not meet its obligations for whatever reason, you are responsible and the Landlord may require you to take a replacement lease of the premises if the Tenant's lease ends. You also 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 AGREEMENT FOR LEASE CAREFULLY AND, BEFORE SIGNING, MAKE ANY INVESTIGATIONS ABOUT THE TENANT AND ANY OTHER GUARANTOR, AND OBTAIN ANY LEGAL OR FINANCIAL ADVICE, THAT YOU CONSIDER NECESSARY TO ENSURE YOU FULLY UNDERSTAND YOUR OBLIGATIONS.

.....signature / / .....

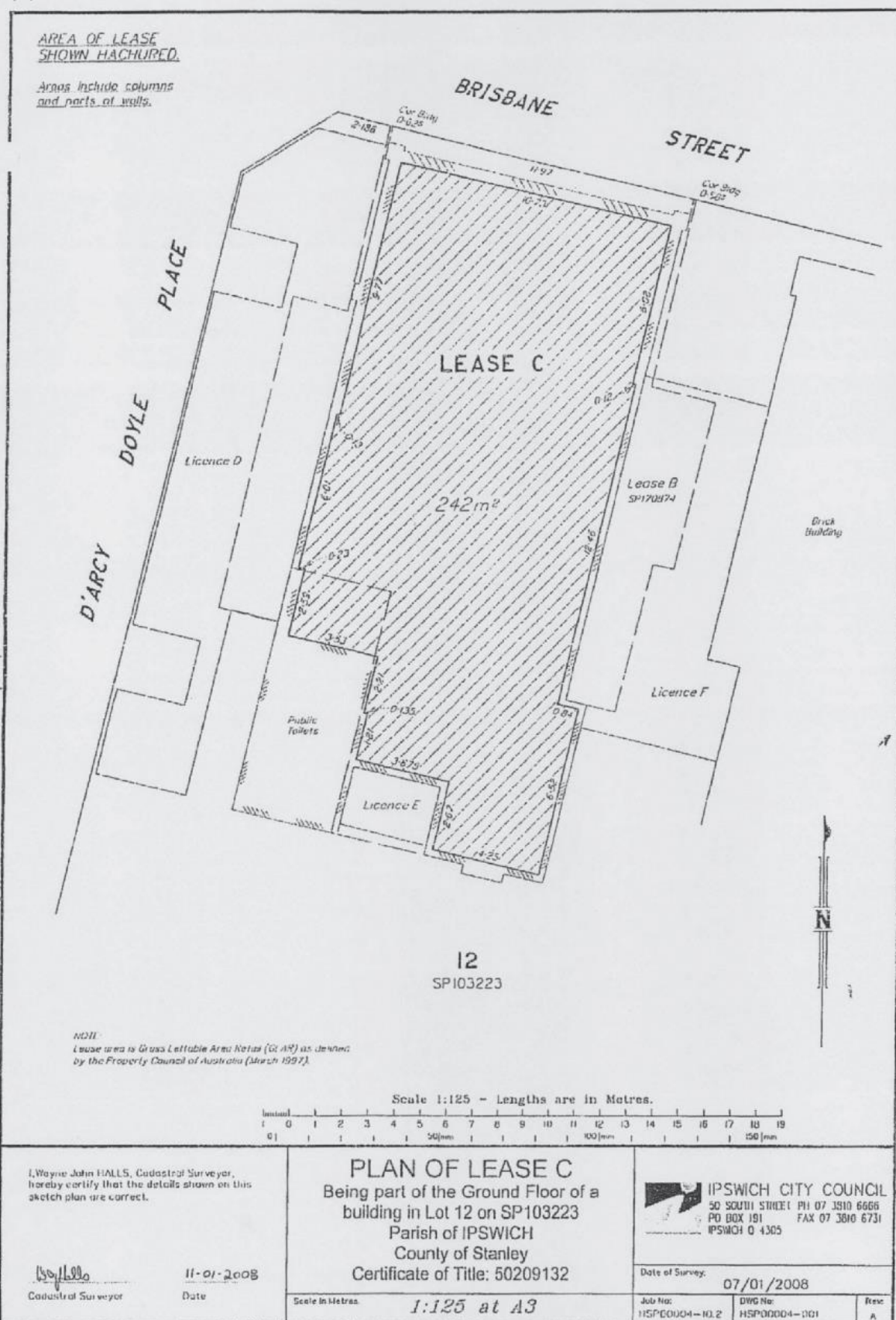
.....full name

Witness

Execution Date

Guarantor's Signature









## Compensation and Funding Deed

91 Commercial Road, Newstead Qld 4006  
17/302 South Pine Road, Brendale Qld 4500  
PO Box 5209, Brendale DC Qld 4500

Phone: 07 3854 2342 | Fax: 07 3041 6569 | Email: [admin@horrell.com.au](mailto:admin@horrell.com.au) | Web: [www.horrell.com.au](http://www.horrell.com.au)

*Liability limited by a scheme approved under professional standards legislation*

## Compensation and Funding Deed

### Parties

The parties to this deed are:

- Ipswich City Council ('**Council**') of 45 Roderick Street, Ipswich, Queensland; and
- Rajesh Sharma ('**Tenant**') of 9 Darlington Court, Flinders View, Queensland.

### Background

- A The Tenant is the lessee from Council of Lease C in Lot 12 on SP103223 ('**Leased Premises**') under registered lease no. 711979160, as assigned from Adana Corporation Pty Ltd ACN 130 151 478 ('**Original Tenant**') to the Tenant and as amended by an instrument of amendment executed by the Tenant on 11 August 2010 and by the Landlord on 26 November 2010 ('**Current Lease**'). The Current Lease is to expire on 31 August 2015.
- B The Tenant is, or intends to become, the lessee from Council of the Leased Premises under a lease ('**Further Lease**') to commence on 1 September 2015 for a term to expire on 30 June 2021 ('**Further Lease Expiry Date**').
- C The Tenant has the right to use Licence Areas D, E and F in Lot 12 on SP103223 ('**Licensed Areas**') for purposes associated with the Tenant's use of the Leased Premises under the Current Lease and the Further Lease.
- D The Current Lease and the Further Lease are governed by the *Retail Shop Leases Act 1994* ('**Act**').
- E Council proposes to undertake certain works ('**Building Improvement Works**') in the Leased Premises and the building containing the Leased Premises, including improvements to the kitchen and the toilets in the building.
- F The Building Improvement Works, if and when carried out, would be likely to give rise to a right on the part of the Tenant to claim compensation under section 43 of the Act and other statutory and common law rights.
- G Council and the Tenant want to make an agreement, set out in this deed, to pre-agree on how the Tenant will be compensated.
- H Council and the Tenant also want to enter into arrangements whereby the Building Improvement Works will actually be arranged and carried out by the Tenant but funded by Council as provided in clauses 17 to 62 ('**Funding Provisions**').

## Operative provisions

### Acknowledgements about Building Improvement Works

- 1 The Tenant acknowledges and accepts that:
  - (a) the scope and timing of the Building Improvement Works will be as set out in the documents referred to or included in Attachment 1 ("**Project Documents**"); and
  - (b) the purpose of the Building Improvement Works will not be to customise or fit out the Leased Premises for the Tenant but, rather, to make improvements to the building containing the Leased Premises for the lasting betterment of the building; and
  - (c) the Building Improvement Works will involve disruption to the Tenant's business carried on in the Leased Premises and are likely to require the closure of the Tenant's business for a period or periods.
- 2 The Tenant warrants and represents to Council that:
  - (a) the Tenant has concluded that the Building Improvement Works are likely to improve the building containing the Leased Premises and that these improvements are likely to benefit the Tenant in his conduct of his business in the Leased Premises; and
  - (b) the Tenant has been given sufficient opportunity to obtain independent legal advice before entering into this deed and either has done so or has decided to enter into this deed without doing so and accepting all risks of not having done so; and
  - (c) the Tenant is aware that Council might be less inclined to schedule carrying out the Building Improvement Works during the term of the Current Lease or the Further Lease if the Tenant could have the right to claim an indeterminate amount of compensation from Council in respect of any disruption caused to the Tenant's business by the carrying out of the Building Improvement Works; and
  - (d) because the Tenant has reached the conclusion in paragraph (a), the Tenant wants to incentivise Council to schedule carrying out the Building Improvement Works during the term of the Current Lease or the Further Lease by entering into this deed and giving Council certainty about the extent of any compensation to be due to the Tenant in respect of the Building Improvement Works.

### Tenant to facilitate Building Improvement Works

- 3 The Tenant agrees that despite anything in the Current Lease or the Further Lease:
  - (a) Council may enter the Leased Premises and the Licensed Areas for any of the following purposes ("**Building Improvement Works Purposes**"):
    - (1) purposes preparatory to carrying out the Building Improvement Works, such as for surveying the Leased Premises or the Licensed Areas, drawing up plans for the Building Improvement Works or other planning activities for the Building Improvement Works; and
    - (2) carrying out the Building Improvement Works; and



- (3) supervising and inspecting the Building Improvement Works; and
    - (4) purposes relating to or incidental to those described in subparagraphs (1), (2) and (3); and
  - (b) Council may for the Building Improvement Works Purposes restrict the Tenant from accessing or using any part or parts of the Leased Premises and the Licensed Areas; and
  - (c) the Tenant must abide by any restriction under paragraph (b); and
  - (d) Council may for the Building Improvement Works Purposes require the Tenant not to carry on business from, and not enter, the Leased Premises and the Licensed Areas; and
  - (e) the Tenant must abide by any requirement under paragraph (c).
- 4 Council may delegate to an employee or agent of Council, or to a contractor engaged by Council, the powers of Council under clause 3.

**Rent Free Period**

- 5 Council agrees that despite anything in the Current Lease or the Further Lease, the Tenant will not be required to pay any instalments of rent that would otherwise be payable under the Current Lease or the Further Lease during or for the Rent Free Period. For the purposes of this deed:
- (a) **'Rent Free Period'** means the period of 11 months commencing on:
    - (1) the Works Commencement Date if that is the first day of a calendar month; or
    - (2) the first day of the next calendar month after the month in which the Works Commencement Date falls; and
  - (b) **'Works Commencement Date'** means the earliest of the following dates:
    - (1) the day on which commencement of construction of the Building Improvement Works begins under the Funding Provisions;
    - (2) the first day of any period during which Council, for the Building Improvement Works Purposes, restricts the Tenant's access to the Leased Premises under:
      - (A) clause 10.1 of the Current Lease or clause 10.1 of the Further Lease; or
      - (B) paragraph 3(d) of this deed;
    - (3) the date when Council or its contractors first enter the Leased Premises for the purpose of carrying out the Building Improvement Works, disregarding any entry to the Leased Premises preparatory to actually carrying out the Building Improvement Works, such as for surveying the Leased Premises, drawing up plans for the Building Improvement Works or other planning activities for the Building Improvement Works.
- 6 Council and the Tenant agree that for the purpose of any rent review under the Current Lease or the Future Lease, the provisions of this deed concerning the Rent Free Period are to be disregarded.

- 7 Except as set out in clause 5, the Tenant's obligations under the Current Lease and the Further Lease (such as under clause 3.3 of the Current Lease and clause 3.3 of the Further Lease) in respect of the Rent Free Period are unaffected.

**Option**

- 8 Council grants to the Tenant an option to take a lease of the Premises for a term ('Option Term') of 3 years commencing on 1 July 2021.
- 9 The Tenant can only exercise the option under clause 8 by giving written notice to Council to that effect at least 6 months before the Further Lease Expiry Date. Any such notice has no legal effect unless:
- (a) the Further Lease is still current and has not been terminated:
    - (1) when the Tenant gives the notice; and
    - (2) on the Further Lease Expiry Date; and
  - (b) the Tenant has substantially complied with the Further Lease at the Further Lease Expiry Date, has remedied any non-compliance capable of remedy and has compensated Council to Council's reasonable satisfaction in respect of any non-compliance incapable of remedy.
- 10 If the Tenant exercises the option under clause 8 in accordance with clause 9:
- (a) the parties are taken to have entered into, and must enter into, a new lease on the same terms as the Further Lease (except as provided by paragraph (b)); and
  - (b) the new lease will differ from the Further Lease in the following respects:
    - (1) the term of the new lease is to be the Option Term; and
    - (2) the new lease will not include any further option of renewal or extension; and
    - (3) the annual rent payable for the first year of the Option Term is to be the current market rent for the Leased Premises, agreed or determined under the Act, as if the Option Term was a continuation of the term of the Further Lease and with the first day of the Option Term being the 'review date' for the purposes of the Act; and
    - (4) any other amendments reasonably required by Council will be made in order to give effect to or clarify the intended provisions of the Further Lease as a result of any changes in any laws since the Further Lease was entered into; and
    - (5) any other necessary changes will be made; and
  - (c) the Tenant must sign any documents required by Council to give effect to the exercise of the option within 7 days after Council requires the Tenant to do so; and
  - (d) those documents may be in the form of:
    - (1) a new lease for the Option Term; or
    - (2) an amendment of the Further Lease to change the term of the Further Lease to the Option Term and to make any other amendments to the Further Lease necessary to make it consistent with paragraph (b); and
  - (e) Council is not obliged to grant the new lease for the Option Term unless any person named as 'Guarantor' in the Further Lease signs a new guarantee and indemnity in



respect of the Tenant's obligations, in the same or substantially the same form as any guarantee and indemnity previously signed by him or her in respect of the Further Lease, and prepared by Council's solicitors, within 7 days after Council requires the Tenant to procure that person to do so.

**Arrangements under deed satisfy Tenant Remedies**

- 11 The Tenant agrees to accept the benefit of the Rent Free Period under this deed, and the grant of the option under clause 8, in full and final satisfaction of all Tenant Remedies. In this deed, **'Tenant Remedies'** means each and every right to make a claim or assert a remedy:
- (a) for compensation or damages under section 43 of the Act, or founded in any statutory or common law or equitable cause of action, for or in respect of:
    - (1) the Building Improvement Works; or
    - (2) any entry by Council or any contractor, employee or agent of Council on the Leased Premises or the Licensed Areas for the Building Improvement Works Purposes; or
    - (3) any loss, damage, interruption or disruption caused by or in respect of any of the above; or
    - (4) any alleged misrepresentation by Council about or in any way in respect of the Building Improvement Works; or
    - (5) anything that Council is authorised by this deed, by clause 10.1 of the Current Lease or by clause 10.1 of the Further Lease to do in respect of the Building Improvement Works; or
  - (b) for an injunction, order or other relief or remedy to prevent or restrain (or in effect prevent or restrain) Council or another person from:
    - (1) carrying out the Building Improvement Works; or
    - (2) carrying out the Building Improvement Works in a particular manner or at a particular time or particular times; or
    - (3) entering on the Leased Premises or the Licensed Areas for the Building Improvement Works Purposes; or
    - (4) anything that Council is authorised by this deed, by clause 10.1 of the Current Lease or by clause 10.1 of the Further Lease to do in respect of the Building Improvement Works.
- 12 The Tenant promises Council that the Tenant will not and nobody deriving title from the Tenant (such as an assignee, other than Council itself) will:
- (a) exercise, enforce, assert or pursue any of the Tenant Remedies; or
  - (b) commence any proceeding in a court or tribunal or under a statute (including by lodging a dispute notice under section 55 of the Act) to exercise, enforce, assert or pursue any of the Tenant Remedies.
- 13 The Tenant unconditionally assigns to Council each of the Tenant Remedies.

- 14 The Tenant appoints Council as the Tenant's attorney to do in the Tenant's name anything in respect of the Tenant Remedies that the Tenant could do. The power of attorney is given by way of security and cannot be revoked. Council may act under the power of attorney despite any conflict of interests or duties or interest and duty, and may act under the power of attorney in Council's own interests.
- 15 If a Consideration Failure Event happens:
- (a) the Tenant and Council agree that the consideration for Council's agreement in clause 5 and for the grant of the option under clause 8 will have wholly failed; and
  - (b) Council may invoice the Tenant for any instalments of annual rent (plus any additional amounts for GST) under the Current Lease and the Future Lease that:
    - (1) would have fallen due for payment during or for the Rent Free Period if this deed had not been entered into; and
    - (2) have not been paid by the Tenant to Council; and
  - (c) the Tenant's obligation to pay to Council the amounts set out in any such invoice will be reckoned and determined under the Current Lease and the Future Lease as if this deed had not been entered into, except that the Tenant will not be considered to be in breach of the Current Lease or the Future Lease for having failed to pay those amounts until 14 days from the date of the invoice have elapsed; and
  - (d) the option under clause 8 is null and void and the option cannot be exercised.
- 16 For the purposes of this deed, a '**Consideration Failure Event**' happens if:
- (a) the Tenant or a person deriving title from the Tenant (such as an assignee, other than Council itself) does any of the things referred to in clause 12; and
  - (b) for any reason whatsoever, Council cannot successfully plead this deed in bar to that action.

**Arrangements for carrying out and funding Building Improvement Works**

Tenant's obligations

- 17 The Tenant agrees to:
- (a) arrange for the design of the Building Improvement Works consistently with the Project Documents; and
  - (b) ensure that no substantial departures from the Project Documents are made except with Council's prior written consent; and
  - (c) ensure that the design and construction of the Building Improvement Works are in accordance with all applicable Standards and Statutory Requirements; and
  - (d) pay for all costs and expenses (including unforeseen costs) in relation to the Building Improvement Works including costs of obtaining building and plumbing approvals; and



- (e) give Council the detailed plans and specifications for the designed Building Improvement Works proposed by the Tenant at least 10 Business Days before the commencement of construction; and
- (f) ensure that construction of the Building Improvement Works:
  - (1) commences no later than 1 June 2015; and
  - (2) is completed by the end of the Rent Free Period; and
- (g) deliver the completed Building Improvement Works to the satisfaction of Council in accordance with this deed and no later than the Funding Expiry Date; and
- (h) on request by Council, give Council a list of all contractors and consultants working on the design and construction of the Building Improvement Works; and
- (i) not breach the Current Lease or the Further Lease in the design or construction of the Building Improvement Works.

Ownership of fixtures

- 18 Council will become the owner of any permanent fixture installed or constructed on the Premises in the course of the Building Improvement Works upon its installation or construction.

Tenant to obtain necessary approvals etc

- 19 To remove any doubt, this deed does not constitute, or remove the Tenant's obligation to obtain, any approval or permit required under a Statutory Requirement for the carrying out of the Building Improvement Works, including for example:
- (a) any required development permit under the *Sustainable Planning Act 2009*; and
  - (b) any required consent or approval under the Current Lease or the Further Lease.

Payment Claims

- 20 The Tenant may make a claim or claims (each a **'Payment Claim'**) to Council for the payment by Council of an amount or amounts not exceeding in total \$175,000 (**'Funding Cap'**).
- 21 A Payment Claim is valid only if:
- (a) the Tenant gives Council a tax invoice, complying with the GST Law, for the amount of the Payment Claim; and
  - (b) the Tenant gives Council evidence (in the form of tax invoices addressed to the Tenant from the third party suppliers, consultants and contractors and in any further form that Council requires) that satisfies Council that:
    - (1) the Tenant has bona fide paid or incurred an amount or amounts payable to third party suppliers, consultants and contractors totalling at least the amount of the Payment Claim; and

- (2) the amount has, or those amounts have, been paid or incurred solely for the purpose of the design and construction of the Building Improvement Works in accordance with this deed; and
  - (c) the amount of the Payment Claim, when added to the amounts of any previous Payment Claims paid by Council, does not exceed the Funding Cap; and
  - (d) the Further Lease has been entered into between Council and the Tenant; and
  - (e) the Payment Claim is made on or before the Funding Expiry Date; and
  - (f) construction of the Building Improvement Works has commenced.
- 22 Paragraph 21(f) does not apply to a Payment Claim that is only for the reasonable amount of a deposit payable to a construction contractor engaged by the Tenant to construct the Building Improvement Works.
- 23 If the Tenant makes a valid Payment Claim, Council will pay the amount of the Payment Claim within 30 days unless:
  - (a) Council has terminated the funding arrangements under clause 55; or
  - (b) the Current Lease has been or is terminated (other than by expiry through the passage of time) or rescinded; or
  - (c) the Further Lease has been or is terminated or rescinded; or
  - (d) a valid notice has been or is given by Council or the Tenant to terminate the Current Lease or the Further Lease; or
  - (e) there has occurred or there occurs an event that constitutes a default under the Current Lease or the Further Lease or both of them that entitles Council to terminate the Current Lease or the Further Lease or both of them or to do so after the giving and expiry of a notice under section 124 of the *Property Law Act 1974*.
- 24 Council may pay the amount of a Payment Claim to:
  - (a) except to the extent that the Tenant has given Council evidence that satisfies Council that the Tenant has already paid the tax invoices to the relevant third party suppliers, consultants and contractors – to either:
    - (1) the third party suppliers, consultants and contractors named in tax invoices accompanying the Payment Claim under paragraph 21(b); or
    - (2) the Tenant; or
  - (b) otherwise – to the Tenant.
- 25 If Council pays Funds to the Tenant, the Tenant must use the Funds only for the purpose of paying amounts bona fide incurred to third party suppliers, consultants and contractors solely for the purpose of the design and construction of the Building Improvement Works in accordance with this deed.
- 26 A payment of Funds made by Council is not to be construed as an acknowledgement that the Tenant has discharged his obligation under this deed.



Accounting and reporting

- 27 The Tenant must:
- (a) keep at all times proper and adequate books of account in relation to:
    - (1) the Project; and
    - (2) the Tenant's receipt and expenditure of the Funds; and
  - (b) if required by Council, at the end of each financial year at the expense of the Tenant, have its books of account in relation to its receipt and expenditure of the Funds audited, and provide a copy of the audited accounts to Council within 60 days of the end of the financial year; and
  - (c) if required by Council, provide a copy of its financial accounts to Council within 60 days of the end of the Tenant's accounting year.
- 28 The Tenant will, if required by Council, provide a copy of any agreements or contracts relating to the Project, including design and construction contracts, to Council within 10 Business Days of being requested to do so in writing.
- 29 The Tenant must, if requested by Council, provide written monthly reports (the '**Reports**') to Council. Each Report must contain details about:
- (a) the Funds spent on the Project to the date of the Report; and
  - (b) the progress of the Project to the date of the Report; and
  - (c) any significant issues or concerns about, including emerging risks in relation to the Project that have arisen in the preceding month and how they are being dealt with by the Tenant; and
  - (d) an anticipated date for completion of the Project.
- 30 Within 10 Business Days of the completion of the Project, the Tenant must provide a final Report to Council that contains:
- (a) an outline of all monies, including the Funds, spent in relation to the Project; and
  - (b) a summary of all unresolved issues or concerns that have arisen in respect of the Project and the Tenant's proposals for dealing with those issues or concerns.
- 31 If Council request the Tenant, in writing, to produce any document, invoice or receipt relevant to a Report or the Project, the Tenant will produce the document, invoice or receipt within 10 Business Days of the request.
- 32 The Tenant acknowledges and agrees that:
- (a) it is the principal, and Council is not a co-principal, for and in respect of the Building Improvement Works arranged by the Tenant; and
  - (b) all payment obligations of Council under this deed are independent of any obligations of the Tenant to suppliers, consultants and contractors engaged by the Tenant; and

- (c) all payment obligations of Council under this deed are independent of any obligation the Tenant may have in relation to payments under the *Building and Construction Industry Payments Act 2004* ('BCIPA'); and
- (d) the Tenant is solely responsible for administering and processing any payment claims made under the BCIPA.

33 The Tenant must:

- (a) ensure that expenditure of the Project is supported by suitable documentation (including without limitation, wage schedules, bank receipts, orders and invoices) detailing the purpose of the expenditure; and
- (b) maintain separate and identifiable accounts to record expenditure of the Funds within the Tenant's accounts system, as well as ensuring that bank reconciliations are performed during the course of the Project.

- 34 Council or Council's auditors may inspect and make copies of books, records, documents and other materials in the possession or under the control of the Tenant and the Tenant will provide the auditors with the necessary access to the books, records, documents and materials and the necessary facilities to enable them to do so.

Insurance

- 35 Until the Expiry Date, the Tenant must hold and maintain at all times:

- (a) Workers' compensation insurance under the *Workers' Compensation and Rehabilitation Act 2003*; and
- (b) public liability insurance for a sum of not less than \$10 million per claim arising from any one event in respect of accidental death of or accidental bodily injury to persons, or accidental damage to property, arising out of the Tenant and Council carrying out its obligations under this deed.

- 36 The Tenant must also comply with all obligations of the Tenant under the Current Lease and the Further Lease regarding insurance.

- 37 The Tenant must ensure that the policies effected under clauses 35 and 36 cover all contractors, subcontractors, employees, licensees and invitees of the Tenant, and any volunteers assisting the Tenant in carrying out the project.

- 38 The Tenant, must when requested by Council provide a copy of the certificate of currency for each of the insurance policies referred to in clauses 35 and 36 within five Business Days of Council's request.

- 39 The Tenant will provide evidence of the policy of insurance taken out and maintained for the purpose of clauses 35 and 36 to the Council prior to the commencement of the Project.

- 40 The Tenant must immediately notify Council if:

- (a) any insurance required by clauses 35 and 36 is cancelled; or



- (b) the Tenant becomes aware, or should reasonably be aware, of any matter or circumstance prejudicing, or potentially prejudicing, the insurance.

#### Meetings

- 41 Council may from time to time convene meetings about the Project or the administration of the Funding Provisions to be held between:
  - (a) a representative or representatives of Council; and
  - (b) the Tenant; and
  - (c) any other person or persons that Council decides.
- 42 The Tenant must:
  - (a) attend any meeting convened by Council under clause 41; and
  - (b) bring to the meeting any other person that Council decides should be at the meeting (for example, a contractor working on the Project).

#### Indemnity

- 43 The Tenant releases and indemnifies Council, to the full extent permitted by law, from and against any claim that may be brought against or made upon or incurred by Council arising directly or indirectly out of:
  - (a) any breach of this deed by the Tenant; or
  - (b) any negligent or wilful act or omission of the Tenant in connection with the Project, except to the extent that any negligent or wilful act or omission by Council caused or contributed to the Claim.
- 44 In clause 43:
  - (a) **'Claim'** includes any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses; and
  - (b) a reference to Council or the Tenant respectively includes Council's and the Tenant's officers, employees, contractors and agents.
- 45 Clause 43 applies independently of any indemnity under the Current Lease or the Further Lease.

#### Intellectual property

- 46 The Tenant grants to Council a non-exclusive licence, exercisable both before and after the Funding Expiry Date, to use and exploit any Intellectual Property Rights held by the Lessee in:
  - (a) the Project Documents; and
  - (b) the detailed designs and drawings for the Building Improvement Works; and
  - (c) anything incorporated in the Building Improvement Works or in anything that is, or becomes, an asset of Council under clause 18.



- 47 In clause 46, **'Intellectual Property Rights'** means all copyright, registered and unregistered trade marks and service marks, patents and other proprietary intellectual property rights subsisting anywhere in the world, and any licences or rights to exploit any of the foregoing, but does not include moral rights under the *Copyright Act 1968* or corresponding rights elsewhere in the world.

Acknowledgement of funding

- 48 The Tenant must not make any public statement in relation to this deed without the written consent of Council.
- 49 The Tenant must in making any public statement or in any promotional or publicity material produced by the Lessee in relation to the Project include an acknowledgment of the support received from Council under this deed.
- 50 The Tenant must notify Council immediately on becoming aware of any event arising in the course of performing its obligations under the deed which may receive media attention.

Privacy and Personal Information

- 51 The Tenant must:
- (a) comply with Parts 1 and 3 Chapter 2 of the *Information Privacy Act 2009* in relation to the discharge of its obligations under this deed, as if the Tenant was Council; and
  - (b) not use Personal Information other than for the purpose of carrying out the Project or otherwise for the performance of this deed, unless required or authorised by law; and
  - (c) ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure or against other misuse; and
  - (d) not disclose Personal Information without the consent of Council, unless required or authorised by law; and
  - (e) not transfer Personal Information outside Australia without the consent of Council; and
  - (f) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under this deed; and
  - (g) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties in order to perform their duties under this deed; and
  - (h) ensure that its subcontractors that have access to Personal Information comply with the same obligations as those imposed on the Tenant under this clause; and
  - (i) fully co-operate with Council to enable Council to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
  - (j) comply with such other privacy and security measures as Council reasonably advises the Tenant in writing from time to time; and

- (k) on request by Council, obtain from its employees, officers, agents, or subcontractors engaged for the purposes of this deed, an executed privacy deed in a form acceptable to Council; and
- (l) immediately notify Council upon becoming aware of any breach of this clause.

52 In clause 51, '**Personal Information**' means the same as in the *Information Privacy Act 2009*.

Right to information and disclosure

53 The Tenant acknowledges that:

- (a) the *Right to Information Act 2009* ('RTI Act') provides members of the public with a legally enforceable right to access documents held by local governments, including Council; and
- (b) the RTI Act requires that documents be disclosed upon request, unless the documents are exempt or, on balance, disclosure is contrary to the public interest; and
- (c) information relation to this deed or any reports, records or other documents provided by the Tenant to Council in accordance with this deed, are potentially subject to disclosure to third parties; and
- (d) if disclosure under the RTI Act, or general disclosure of information provided by the Tenant in connection with this deed, would be of substantial concern to the Tenant, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, the purpose or results of research or other information of a confidential nature, this should be clearly indicated by the Tenant to Council, however, Council cannot guarantee that any information provided by the Tenant will be protected from disclosure under the RTI Act.

Conflict of interest

54 The Tenant warrants that to the best of his knowledge, information and belief, no conflict of interest exists or is likely to arise in the performance of this deed, and the Tenant will promptly notify Council if any conflict of interest arises or, in the reasonable opinion of the Tenant, has the potential to arise.

Termination of funding arrangements

55 Council may terminate the funding arrangements if:

- (a) the Tenant breaches an obligation under the Funding Provisions and:
  - (1) the breach is not capable of being remedied; or
  - (2) the breach is capable of being remedied and the Tenant fails to remedy the breach within 10 Business Days after a notice to remedy from Council specifying the breach; or
- (b) Council determines that the Tenant is no longer complying with this deed in respect of the Building Improvement Works; or



- (c) Council and the Tenant cannot reach agreement in relation to a substantial change to the Building Improvement Works or the Project Documents proposed by one of them; or
- (d) the Tenant discontinues the construction of the Building Improvement Works at any time after commencement; or
- (e) information provided by the Tenant in respect of the Building Improvement Works is found to be materially false or misleading; or
- (f) Council determines that an amount paid by Council on a Payment Claim has been used by the Tenant in contravention of clause 25; or
- (g) the Tenant becomes bankrupt or subject to an arrangement under Part IX or X of the *Bankruptcy Act 1966*; or
- (h) the Lessee fails to meet the accounting requirements set out in the Agreement.

56 If Council terminates the funding arrangements under clause 55:

- (a) the termination:
  - (1) means that Council has no further obligation to pay any Payment Claim even if it has already been made; but
  - (2) does not terminate this deed as a whole and does not release the Tenant from any obligations or liabilities:
    - (A) accrued up to the time of the termination of the funding arrangements; or
    - (B) under clause 25, clauses 27 to 54, this clause and clauses 57 and 58; and
- (b) Council may, in the notice of termination or separately, require the Tenant to immediately repay all or part of the Funds paid by Council and such sum will be a debt due to and recoverable by Council from the Tenant; and
- (c) the termination and Council's rights under this clause are in addition to any other rights Council may have in relation to any breach of this deed by the Tenant.

#### Repayment of funding

57 If on the Funding Expiry Date:

- (a) any part of the Funds paid to the Tenant has not been spent or committed on the Project in accordance with this deed; or
- (b) any part of the Funds paid to the Tenant cannot, by reconciliation between the accounts and records maintained by the Tenant, be shown to the reasonable satisfaction of Council to have been spent or committed in accordance with this deed,

then Council may by written notice to the Tenant require the Tenant to repay that part of the Funds and the Tenant must repay to Council the amount set out in the notice within 20 Business Days after the notice is given.

58 If at any time Council forms the reasonable opinion or otherwise becomes aware that:

- (a) any part of the Funds paid to the Tenant has not been used, spent or committed by the Tenant other than in accordance with this deed; or

- (b) Council has made a payment of Funds (whether or not to the Tenant directly) to which the Tenant was not entitled under this deed,

then Council may by written notice to the Tenant require the Tenant to repay that part of the Funds and the Tenant must repay to Council the amount set out in the notice within 20 Business Days after the notice is given.

Dispute resolution

- 59 The parties will seek to settle any dispute under the Funding Provisions by negotiation, mediation and conciliation. In any such proceedings, each party may elect to be represented or accompanied by a legal practitioner.
- 60 For the avoidance or settlement of disputes, and for the better management of the Funding Provisions, Council or the Tenant may notify the other party in writing of the occurrence of a dispute and they will meet within five Business Days after receipt of the notice at a mutually convenient time and place or by teleconference and attempt to resolve the dispute.
- 61 Nothing in clause 59 or 60 prevents either party from commencing court proceedings relating to any dispute under the Funding Provisions at any time.

Definitions

- 62 For the purpose of the Funding Provisions:
- (a) **'Funding Expiry Date'** means the earlier of:
- (1) the completion of the Project by the Tenant in accordance with this deed; or
  - (2) 6 months after the earlier of:
    - (A) commencement of the construction of the Building Improvement Works; or
    - (B) 1 June 2015; and
- (b) **'Funds'** means money paid by Council:
- (1) on a Payment Claim; or
  - (2) that is intended to form part of the amount covered by the Funding Cap; and
- (c) **'Project'** means the project comprising the design and construction of the Building Improvement Works; and
- (d) **'Standard'** means any relevant:
- (1) Australian Standard published by Standards Australia; or
  - (2) if there is no relevant Australian Standard – International Standard published by the International Organization for Standardization; and
- (e) **'Statutory Requirement'** means an obligation under any applicable:
- (1) Act of Parliament; or
  - (2) regulation, regulation, order, by-law, rule, proclamation or other statutory instrument or subordinate legislation under any Act of Parliament; or

- (3) approval, consent, licence, authority, permit, notice, order, direction, instrument or requirement issued, given or made under any of the above.

## Signing

Executed as a deed by Ipswich City Council by

on 26 / 05 / 15 as duly authorised Council  
delegate under section 236 of the *Local  
Government Act 2009*

J. Flynn  
.....  
(Signature of witness)

THERBOE FLYNN  
.....  
(Name of witness signing above)

J. Lindsay  
.....  
(Signature of Council delegate)

James Michael Lindsay  
Chief Executive Officer  
.....  
(Name and position of Council delegate)

Signed, sealed and delivered as a deed by Rajesh  
Sharma on 14 / 5 / 2015

[Signature]  
.....  
(Signature of witness)

GERARD PHILIP PENDER  
SOLICITOR  
.....  
(Name of witness signing above)

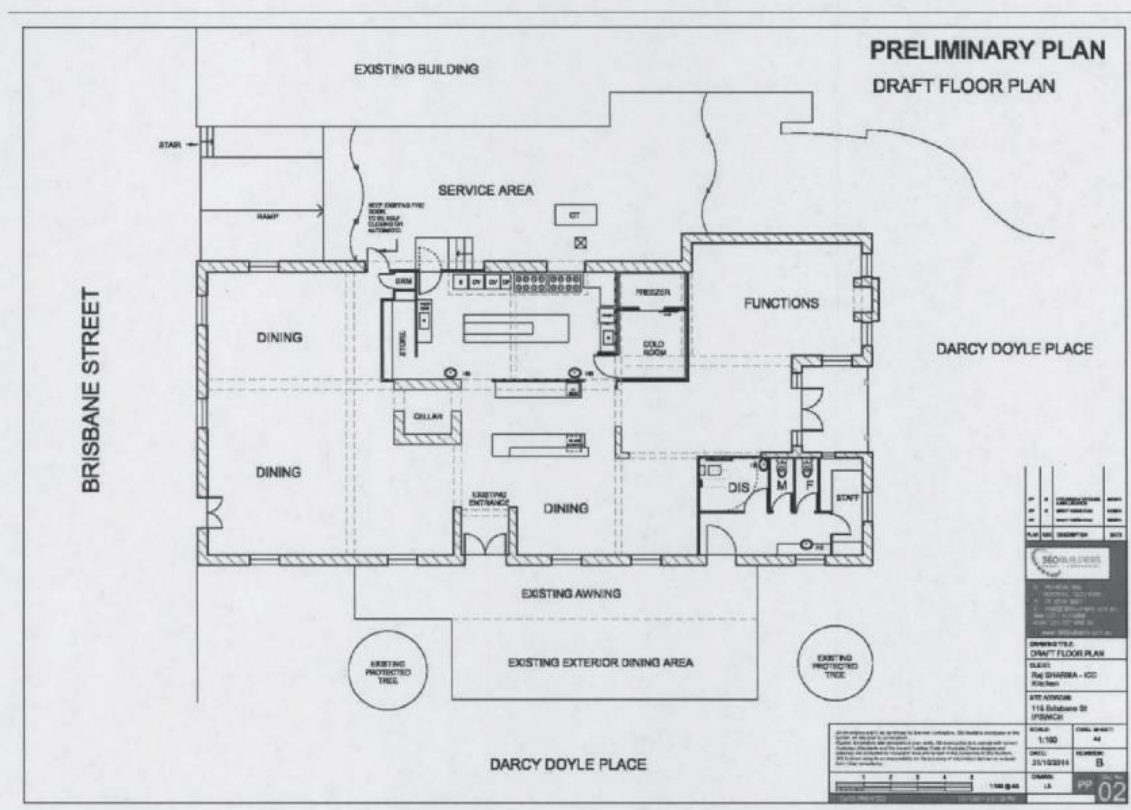
[Signature]  
.....  
(Signature of Rajesh Sharma)



Attachment 1 – Project Documents



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## Licence Agreement

91 Commercial Road, Newstead Qld 4006  
17/302 South Pine Road, Brendale Qld 4500  
PO Box 5209, Brendale DC Qld 4500

Phone: 07 3854 2342 | Fax: 07 3041 6569 | Email: [admin@horrell.com.au](mailto:admin@horrell.com.au) | Web: [www.horrell.com.au](http://www.horrell.com.au)

*Liability limited by a scheme approved under professional standards legislation*

## Licence Agreement

### Parties

The parties to this agreement are:

- Ipswich City Council (**'Council'**) of 45 Roderick Street, Ipswich, Queensland; and
- Rajesh Sharma (**'Tenant'**) of 9 Darlington Court, Flinders View, Queensland.

### Background

- A The Tenant is the lessee from Council of Lease C in Lot 12 on SP103223 (**'Leased Premises'**) under a lease whose term commences on 1 September 2015 and is due to expire on 30 June 2021 (**'Lease'**).
- B Council and the Tenant want to enter into a licence agreement relating to an area located close to the Leased Premises.
- C Council and the Tenant also want to vary the licence of the Storage Area granted in the Lease.

### Operative provisions

#### Interpretation

- 1 In this agreement:
  - (a) **'Additional Licence Area'** means the area depicted as such in the plan attached to this agreement; and
  - (b) **'Applied Lease Provisions'** means the following provisions of the Lease:
    - (1) clause 2.3;
    - (2) clause 3.3;
    - (3) section 4 (but as if subclause 4.5.1 ended at the word 'consent');
    - (4) clauses 5.1, 5.2, 5.4, 5.5 and 5.6;
    - (5) section 6;
    - (6) clauses 10.1 and 10.7;
    - (7) subclause 12.8.3;
    - (8) subclauses 13.3.3 and 13.3.4;
    - (9) clause 13.9; and
  - (c) **'Commencement Date'**, **'Dealing'**, **'Departure Date'**, **'Law'**, **'Permitted Use'**, **'Storage Area'**, **'Outdoor Eating Area'** and **'Tenant's Invitees'** have the meanings given to those terms in the Lease; and
  - (d) **'Licence Area'** means each of the Storage Area, the Outdoor Eating Area and the Additional Licence Area; and
  - (e) **'Licence F'** means the part of the Storage Area that is shown as 'Licence F' on the plan attached to the Lease; and
  - (f) **'Outdoor Seating Area'** means use as an area on which:

Item 15.7 / Attachment 6.

- (1) there are placed tables, chairs and umbrellas (but not as fixtures and in no greater number than Council approves from time to time and not in any configuration that Council does not approve from time to time) for use by the Tenant's Invitees who are customers of the Tenant's Business; and
  - (2) serving or selling to those customers products supplied by the Tenant to those customers in the course of carrying on the Tenant's Business; and
  - (3) placing on the tables items (such as serviettes and menus) for the use or convenience of those customers which are reasonably connected with the Tenant's Business and which Council has not, by notice to the Tenant, prohibited the Tenant from placing on the area; and
- (g) **'Tenant's Business'** means the business carried on by the Tenant at the Leased Premises or on a Licence Area in accordance with the Lease and this agreement.

**Licence of Additional Licence Area**

- 2 Council grants to the Tenant a licence to use the Additional Licence Area on the terms set out in this agreement and the Tenant accepts the grant.
- 3 The Tenant may use the Additional Licence Area as an Outdoor Seating Area.
- 4 The Tenant may not use the Additional Licence Area for any other purpose.
- 5 The Tenant must, whenever the Leased Premises are closed for business, remove and store away from the Additional Licence Area anything placed on the Additional Licence Area.
- 6 The Tenant must ensure that the Additional Licence Area is maintained:
  - (a) as a clean and safe environment to consume food; and
  - (b) clear of food remnants, plates, eating utensils, cups, wrapping paper and other rubbish or unwanted items.
- 7 The Tenant must also ensure that all food remnants, plates, eating utensils, cups, wrapping paper and other rubbish or unwanted items, on any other premises or area but originating from the Additional Licence Area, are removed.
- 8 The Tenant is not given exclusive possession of the Additional Licence Area and cannot exclude Council, or people authorised by Council, from the Additional Licence Area.
- 9 The Tenant may (and will if requested by Council):
  - (a) refuse entry to the Additional Licence Area to; and
  - (b) revoke any implied licence or invitation to be on the Additional Licence Area of; and
  - (c) use lawful and proper means to remove or keep away,any person who causes or has caused damage to the Additional Licence Area, engages or has engaged in unlawful conduct there or has done anything which would be in breach of this agreement or the Lease if done by the Tenant.
- 10 The Tenant cannot assign the licence of the Additional Licence Area granted under this agreement or make it the subject of a Dealing. If the Lease is assigned in accordance with the provisions of the Lease at any time before the licence granted under this agreement has expired, the licence is assigned at the same time as, and to the same person as, the Lease.

**Item 15.7 / Attachment 6.**

- 11 The licence of the Additional Licence Area granted under this agreement expires on the earliest to occur of:
  - (a) the Departure Date; or
  - (b) the Tenant by notice to Council surrendering the licence; or
  - (c) Council by notice to the Tenant terminating the licence if:
    - (1) the Tenant breaches an obligation under this agreement which is capable of being remedied but has not remedied the breach within 14 days after Council giving the Tenant notice to do so; or
    - (2) the Tenant breaches an obligation under this agreement which is not capable of being remedied; or
    - (3) there has occurred any damage to, destruction of or resumption of the Additional Licence Area as a result of which the Additional Licence Area is no longer reasonably capable of continuing to be used for the purposes which this agreement would allow; or
    - (4) Council wants the Additional Licence Area for another purpose.
- 12 The Tenant must comply with the Applied Lease Provisions, and the Applied Lease Provisions apply, as if references in them to:
  - (a) the 'Premises' – were to the Additional Licence Area; and
  - (b) the 'Departure Date' – were to the date on which the licence granted under this agreement expires according to clause 11 of this agreement; and
  - (c) the 'Original Layout' – were to the layout, order and condition of the Additional Licence Area as at the Commencement Date, as modified or altered from time to time; and
  - (d) a 'Service Charge' – were to an amount payable by the Tenant or Council for a service or facility (for example, electricity, water or gas) supplied to the Tenant, supplied to the Additional Licence Area or used at the Additional Licence Area; and
  - (e) the 'Permitted Use' – were to use as an Outdoor Seating Area.
- 13 Council may at any time, by notice to the Tenant, suspend the Tenant's licence to use the Additional Licence Area as an Outdoor Seating Area for a period specified in the notice.
- 14 If Council gives the Tenant such a notice, the Tenant:
  - (a) must not use the Additional Licence Area as an Outdoor Seating Area during the period of the suspension; and
  - (b) must, if required by Council, remove from the Additional Licence Area for the period of the suspension any of the Tenant's Goods on the Additional Licence Area that Council requires the Tenant to remove.

**Variation of licence of Licence F**

- 15 Council and the Tenant agree that clause 14.3.2 of the Lease is to be read as if it also authorised the Tenant to use Licence F for the purpose of:
  - (a) placing on it a shipping container shop (but not as a fixture) and using it for café purposes that are within the scope of the Permitted Use; and
  - (b) an Outdoor Seating Area.
- 16 Clause 14.3 of the Lease is to be read as if it provided that:



Item 15.7 / Attachment 6.

- (a) the Tenant must, whenever the Leased Premises are closed for business, remove and store away from Licence F anything placed on Licence F other than the shipping container shop referred to in clause 15(a) of this agreement; and
- (b) the Tenant must ensure that Licence F is maintained:
  - (1) as a clean and safe environment to consume food; and
  - (2) clear of food remnants, plates, eating utensils, cups, wrapping paper and other rubbish or unwanted items; and
- (c) the Tenant must also ensure that all food remnants, plates, eating utensils, cups, wrapping paper and other rubbish or unwanted items, on any other premises or area but originating from Licence F, are removed; and
- (d) the Tenant must not begin to use Licence F for the purpose described in clause 15 of this agreement unless and until the Tenant has obtained all planning and regulatory approvals required under any Law; and
- (e) if Council itself is the authority responsible for giving any such approval, this agreement:
  - (1) does not constitute the approval; and
  - (2) does not oblige Council to deal with any application for the approval in any way that it would not be obliged to if this agreement did not exist or if Council was not the owner of Licence F; and
- (f) Council may at any time, by notice to the Tenant, suspend the Tenant's licence to use Licence F as an Outdoor Seating Area for a period specified in the notice; and
- (g) if Council gives the Tenant such a notice, the Tenant:
  - (1) must not use Licence F as an Outdoor Seating Area during the period of the suspension; and
  - (2) must, if required by Council, remove from Licence F any of the Tenant's Goods (other than the shipping container shop referred to in clause 15(a) of this agreement) on Licence F for the period of the suspension.

## Signing

Executed as an agreement by Ipswich City Council  
by

on 26 / 10 / 15 as duly authorised Council  
delegate under section 236 of the Local  
Government Act 2009

.....  
(Signature of witness)


.....  
(Name of witness signing above)

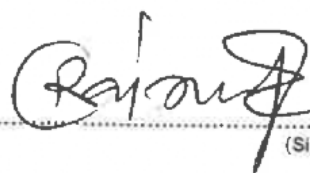
.....  
(Signature of Council delegate)

.....  
(Name and position of Council delegate)

James Michael Lindsay  
Chief Executive Officer

Signed by Rajesh Sharma on 26, 10, 2015

  
.....  
(Signature of witness)

  
.....  
(Signature of Rajesh Sharma)

Alicia Kerrin Rieck  
.....  
(Name of witness signing above)

## Attachment – Plan of Additional Licence Area

