



City of  
**Ipswich**

**IPSWICH  
CITY  
COUNCIL**

**AGENDA**

*of the*

**GROWTH INFRASTRUCTURE AND WASTE COMMITTEE**

**Held in the Council Chambers  
8th floor – 1 Nicholas Street  
IPSWICH QLD 4305**

**On Thursday, 4 November 2021  
At 9.00 am**

<b><u>MEMBERS OF THE GROWTH INFRASTRUCTURE AND WASTE COMMITTEE</u></b>	
Mayor Teresa Harding <b>(Chairperson)</b> Councillor Paul Tully <b>(Deputy Chairperson)</b>	Councillor Sheila Ireland Councillor Jacob Madsen Councillor Marnie Doyle Councillor Andrew Fechner Councillor Kate Kunzelmann Councillor Russell Milligan Deputy Mayor Nicole Jonic

## GROWTH INFRASTRUCTURE AND WASTE COMMITTEE AGENDA

*9.00 am on Thursday, 4 November 2021*

Council Chambers

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\*\* Item includes confidential papers

**GROWTH INFRASTRUCTURE AND WASTE COMMITTEE NO. 10**

**4 NOVEMBER 2021**

AGENDA

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

**BUSINESS OUTSTANDING**

**CONFIRMATION OF MINUTES**

1. **CONFIRMATION OF MINUTES OF THE GROWTH INFRASTRUCTURE AND WASTE COMMITTEE NO. 2021(09) OF 7 OCTOBER 2021**

**RECOMMENDATION**

That the Minutes of the Meeting held on 7 October 2021 be confirmed.

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**OFFICERS' REPORTS**

2. **E-SCOOTERS IN IPSWICH**

This is a report concerning electric scooters (e-scooters). In particular, the report has been prepared to assist Council to establish a future position for e-scooters in the Ipswich local government area primarily through the implementation of a pilot scheme for e-scooters within the City

**RECOMMENDATION**

- A. That Council conduct an e-scooter Pilot in the area of Springfield Central as detailed in the report by the Principal Engineer (Traffic Operations) dated 13 October 2021.
- B. That the outcomes of the e-scooter Pilot be reported to a future Growth, Infrastructure and Waste Committee meeting.

- 
3. **AUGUSTA PARKWAY URBAN STREET TREE LIGHTING TRIAL**

Council has been requested to consider funding the installation of fairy lights into trees along part of Augusta Parkway, with funding of the works to be sourced from the Springfield Town Centre Transport Fund.

### RECOMMENDATION

That Council support the Augusta Parkway Urban Street Tree Lighting Trial and endorse the allocation of funds not exceeding \$330,000 from the Springfield Town Centre Transport Fund and subject to the Springfield City Group agreeing to cover the cost of maintenance of the lights for a minimum of two years following practical completion of the works.

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#### 4. \*\*CAMERON PARK - SWIFTS LEAGUES CLUB

This is a report concerning the disposal of part of 95A Brisbane Road, Booval or described as part of Lot 169 on RP24111 following a renewed expression of interest received from Swifts Leagues Club Ltd (Swifts). Swifts currently occupy part of the park under a lease with Ipswich City Council (Council) and the lease commenced on 6 September 2001 for a twenty (20) year term with two (2) by ten (10) year options. On the 6 September 2021 the lease rolled over into the first option and the parties have put any lease discussions on hold to consider the expression of interest from Swifts. The renewed expression of interest was formally received by the organisation on 13 September 2021, Swifts expressed an interest in purchasing the land and facility from Council that they currently occupy.

### RECOMMENDATION

That Council receive this report and provide direction on the following options considered in the report:

- A. Retain the Land - Continue under the terms of the lease between Council and Swifts;
- B. Direct Disposal of Land to Swifts - Sell the land and facility to Swifts at market value; or
- C. Possible Disposal of Land to Swifts following Community Consultation - Consider selling the land and facility to Swifts at market value after considering the results of community consultation on disposal.

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#### 5. \*\*ACQUISITION OF DRAINAGE EASEMENT INFO4249 - 11 PANTON STREET, WOODEND

This is a report by the Senior Property Officer (Acquisitions and Disposals) dated 30 September 2021 concerning the acquisition of a drainage easement from property located at 11 Panton Street, Woodend and described as Lot 9 on RP43252.

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RECOMMENDATION

- A. That Council resolve to negotiate terms for an easement over part of land located at 11 Panton Street, Woodend and described as Lot 9 on RP43252, for drainage purposes.
- B. That in the first instance the method of acquisition will be by agreement with the affected person/s pursuant to the *Property Law Act 1974* and the *Land Title Act 1994*.
- C. That should Council fail to negotiate the easement by agreement with the affected person/s, Council, as “*constructing authority*” pursuant to Section 5(1)(b)(i) of the *Acquisition of Land Act 1967*, will proceed to acquire an easement over part of the land located at 11 Panton Street, Woodend and described as Lot 9 on RP43252.
- D. That Council be kept informed as to the progress and outcome of the acquisition.

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6. \*\*ACQUISITION OF DRAINAGE EASEMENT INF04251 - 50 BLACKALL STREET, EAST IPSWICH

This is a report by the Senior Property Officer (Acquisitions and Disposals) dated 6 October 2021 concerning the acquisition of a drainage easement from a property located at 50 Blackall Street, East Ipswich and described as Lot 4 on RP97996.

RECOMMENDATION

- A. That Council resolve to negotiate the terms for an easement over part of land located at 50 Blackall Street, East Ipswich and described as Lot 4 on RP97996, for drainage purposes.
- B. That in the first instance, the method of acquisition will be by agreement with the affected person/s pursuant to the *Property Law Act 1974* and the *Land Title Act 1994*.
- C. That should Council fail to negotiate the easement by agreement with the affected person/s, Council, as “*constructing authority*” pursuant to Section 5(1)(b)(i) of the *Acquisition of Land Act 1967*, will proceed to acquire an easement over part of the land located at 50 Blackall Street, East Ipswich and described as Lot 4 on RP97996.
- D. That Council be kept informed as to the progress and outcome of the acquisition.

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7. \*\*PROCUREMENT: SUPPLY AND DELIVERY OF WASTE COLLECTION / COMPACTION TRUCKS

This is a report concerning the recommendation to award a contract for the supply and delivery of eighteen (18) side loading waste collection and compaction trucks to

be utilised by Ipswich Waste Services. A request for quotation was released under the LGA arrangement for the Supply of Trucks (Cab Chassis) – LGA arrangement reference NPN04.13, to all pre-qualified Suppliers on that list. All submissions meeting the mandatory criteria were thoroughly evaluated and the recommendation determined by the Evaluation Committee is set out below.

#### RECOMMENDATION

- A. That pursuant to Section 234 of the *Local Government Regulation 2012* (Regulation), Council utilise LGA Arrangement NPN04.13 for the supply of Trucks (Cab-Chassis) by Local Buy Pty Ltd, for the provision of the supply and delivery of eighteen (18) side loading waste collection and compaction trucks (Council file reference number 16421), with Volvo Group Australia Pty Ltd (T/A Volvo Commercial Vehicles) (Supplier) who is a party to the LGA Arrangement.
- B. That under the LGA Arrangement with the Supplier, the approximate purchase price is \$7,968,328.00 excluding GST over the entire term, the end date of the initial term being 30 September 2023, with no current options for extension.
- C. That Council may enter into ancillary contractual arrangements with the Supplier, as allowed for by the LGA Arrangement.
- D. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to 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.

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8. **\*\*PROCUREMENT: RESIDENTIAL GLASS AND KERBSIDE RECYCLING**

This is a report concerning Residential Glass and Kerbside Recycling Services (yellow top bin).

This report recommends that Council approve the direct negotiation with the Trustee for Southern Paper Converters Trust t/a Visy Recycling Pty Ltd pursuant to section 235(b) of the *Local Government Regulation 2012* (**Regulation**), because of the specialised nature of the services that are sought, it would be impractical to invite tenders for the provision of Residential Glass and Kerbside Recycling Services.

Council seeks approval to negotiate directly on price and service outcome and believe that they can drive a better value outcome from the supplier. Commercial-in-confidence (**CIC**) details have been included in Attachment 1 regarding the previous tender process that resulted in the current contracting arrangements. For these reasons, we recommend the CIC attachment, remains confidential, as it would inform the supplier of the budgetary amount available to Council and would impact on those negotiations. A secondary paper with a contract award recommendation will progress to council upon negotiation and agreement with the

Trustee for Southern Paper Converters Trust t/a Visy Recycling prior to the contract expiry of 28 February 2022.

#### RECOMMENDATION

- A. That pursuant to Section 235(b) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception applies because of the specialised nature of the services that are sought and it would be impractical and disadvantageous to invite tenders for the provision of Residential Glass and Kerbside Recycling Services.
- B. That Council enter into a contractual arrangement (Council file reference number 17351) for Residential Glass and Kerbside Recycling Services with the Trustee for Southern Paper Converters Trust t/a Visy Recycling, for the value as set out in confidential Attachment 1, for an initial term of two (2) years and four (4) months, with an option at Council's discretion, to extend the contractual arrangement for an additional two (2) x one (1) year terms.
- C. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to 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.

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9. **\*\*PROCUREMENT: PAINTBACK PAINT PRODUCT STEWARDSHIP SCHEME EXTENSION**

The purpose of the report is to identify the continuing requirement for the Paintback scheme and its associated collection, recycling and disposal services of architectural and decorative paint. Paintback Ltd have supplied these services to Ipswich City Council for several years at no cost.

This report recommends that Council approve a renewal of the agreement with Paintback Ltd in line with section 235(b) of the regulation, which operates as an exception to inviting quotes or written tenders for medium and large-sized contractual arrangements if the local government resolves that, because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders.

The renewal of the agreement with Paintback Ltd continues the provision of services at no cost to Council under the National Paint Product Stewardship Scheme which has been granted approval by the Australian Competition and Consumer Commission (ACCC).

#### RECOMMENDATION

- A. That pursuant to Section 235(b) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception applies because of the specialised

and/or confidential nature of the services that are sought and it would be impractical and/or disadvantageous to invite quotes or tenders for the provision of collection, recycling and environmentally friendly management of liquid architectural and decorative paints (A&D).

- B. That Council enter into a contractual arrangement (Council file reference number 17353) with Paintback Limited, being a term of ten (10) Years, with no options for extension.
- C. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to 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.

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10. INFRASTRUCTURE AND ENVIRONMENT DEPARTMENT CAPITAL DELIVERY REPORT SEPTEMBER 2021

This is a report concerning the performance of the capital delivery by the Infrastructure and Environment Department for the month of September 2021.

Officers across the whole Infrastructure and Environment Department are contributing to the positive results seen in the early stages of the 2021-2022 financial year. The result is especially pleasing when compared to the rate of delivery achieved in previous financial years.

RECOMMENDATION

That the report be received and the contents noted.

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11. EXERCISE OF DELEGATION REPORT

This is a report concerning applications that have been determined by delegated authority for the period 22 September 2021 to 19 October 2021

RECOMMENDATION

That the report be received and the contents noted.

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12. PLANNING AND 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

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**RECOMMENDATION**

That the report be received and the contents noted.

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**NOTICES OF MOTION**

13. **NOTICE OF MOTION - ASSISTANCE FOR AGRITOURISM INDUSTRY IN IPSWICH**

This is a notice of motion submitted by Councillor Sheila Ireland concerning assistance for the Agritourism Industry in Ipswich prior to the adoption of a new Ipswich Planning Scheme.

Councillor Sheila Ireland gave notice at the Council Ordinary Meeting of 21 October 2021 of her intention to move the following motion at the Growth Infrastructure and Waste Committee Meeting of 4 November 2021:

**MOTION**

That a report be presented to the Growth Infrastructure and Waste Committee no later than March 2022 outlining the short term and interim options that can be implemented to assist the Agritourism Industry in Ipswich prior to the adoption of a new Ipswich planning scheme.

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**MATTERS ARISING**

**GROWTH INFRASTRUCTURE AND WASTE COMMITTEE NO. 2021(09)**

**7 OCTOBER 2021**

**MINUTES**

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

Councillor Paul Tully (Deputy Chairperson) was not present at the commencement of the meeting and arrived at 9.07 am.

**COUNCILLOR'S APOLOGIES:** Nil

**OFFICERS' ATTENDANCE:** Acting Chief Executive Officer (Sonia Cooper), Acting General Manager Corporate Services (Sylvia Swalling), Acting General Manager Infrastructure and Environment (Kaye Cavanagh), Acting General Manager Coordination and Performance (Barbara Dart), General Manager Community, Cultural and Economic Development (Ben Pole), General Manager Planning and Regulatory Services (Peter Tabulo), Manager Development Planning (Anthony Bowles), Executive Services Manager (Wade Wilson), Manager, Capital Program Delivery (Graeme Martin), Acting Manager Infrastructure Strategy (Mary Torres), Manager, Senior Property Officer Tenure (Kerry Perrett), Manager Procurement (Richard White), Senior Digital Media and Content Officer (Jodie Richter), Manager, Communication and Engagement (Laura Bos), Chief of Staff, Office of the Mayor (Melissa Fitzgerald) and Theatre Technician (Trent Gray)

**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(08) OF 2 SEPTEMBER 2021**

**DECISION**

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

**That the Minutes of the Meeting held on 2 September 2021 be confirmed.**

**AFFIRMATIVE**

Councillors:

Harding

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

**NEGATIVE**

Councillors:

Nil

The motion was put and carried.

Councillor Jacob Madsen left the meeting at 9.01 am.

**OFFICERS' REPORTS**

2. **PROCUREMENT: DELEGATION TO CEO TO ENTER INTO CONTRACT FOR SUPPLY OF ELECTRICITY FOR LARGE CONTESTABLE SITES**

This is a report concerning the supply of electricity for large contestable sites under Local Buy contract 237-0313 for anticipated period from 1 January 2022 through to 31 December 2025 (3 years) for an approximate cost of \$5.2 million dollars excluding GST. This report is seeking delegation to the Chief Executive Officer (CEO) to enter into a contract under a Local Buy agreement for the supply of electricity for large contestable sites due to the restricted time frame for consideration and acceptance of an offer related to electricity price.

Councillor Jacob Madsen returned to the meeting at 9.03 am.

**DECISION**

Moved by Mayor Teresa Harding:

Seconded by Councillor Kate Kunzelmann:

- A. That pursuant to Section 234 of the *Local Government Regulation 2012* (Regulation), Council utilise LGA Arrangement BUS 237-0313 by Local Buy for the provision of electricity for large contestable sites (Council file reference number #16385), with a recommended retail electricity provider who is a party to the LGA Arrangement.**
- B. That Council approve entering into a contract, including any ancillary contracts, with the recommended retail electricity provider pursuant to the LGA Arrangement for the approximate purchase price of \$5.2 million dollars excluding GST over the entire term, the end date of the initial term being 31 December 2025, with no options for extension.**
- C. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to 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.**

AFFIRMATIVE

Councillors:

Harding

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

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### 3. PROPOSED DISPOSAL OF COUNCIL ASSET: 'MARBURG SULKY'

This is a report concerning the proposed disposal of a Council Asset, typically known as the ‘Marburg sulky’, via donation to the Marburg and District Residents Association.

Councillor Paul Tully arrived at the meeting at 9.07 am.

#### **DECISION**

Moved by Mayor Teresa Harding:

Seconded by Councillor Russell Milligan:

**That Council endorse the disposal of the ‘Marburg sulky’ by donating this asset to the Marburg and District Residents Association.**

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. KERB AND CHANNEL SUB-PROGRAM - PROJECT PRIORITISATION METHODOLOGY

This is a report regarding the proposed methodology to be used for prioritising future capital improvement projects in the kerb and channel sub-program of Council's capital works portfolio.

**DECISION**

Moved by Mayor Teresa Harding:

Seconded by Councillor Marnie Doyle:

**That the methodology, as outlined in the report by the Senior Engineer (Hydraulics) dated 10 September 2021, for prioritising future capital improvement projects in the kerb and channel sub-program of Council's capital works portfolio, be endorsed.**

AFFIRMATIVE

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

Fechner

Kunzelmann

Milligan

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

5. INFRASTRUCTURE AND ENVIRONMENT DEPARTMENT CAPITAL DELIVERY REPORT  
AUGUST 2021

This is a report concerning the performance of the capital delivery by the Infrastructure and Environment Department for the month of July 2021.

Officers across the whole Infrastructure and Environment Department are contributing the positive results seen in the early stages of the 2021-2022 financial year. The result is especially pleasing when compared to the rate of delivery achieved in previous financial years.

**DECISION**

Moved by Mayor Teresa Harding:  
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.

5.1. MATTER ON NOTICE - ADVERTISING ON BUS SHELTERS - ADSHELL

Councillor Paul Tully queried if Council now receive the income for advertising on bus shelters.

**Manager, Capital Program Delivery to investigate Councillor Tully's query on advertising and provide a response to councillors prior to the October Council Ordinary Meeting.**

6. EXERCISE OF DELEGATION REPORT

This is a report concerning applications that have been determined by delegated authority for the period 18 August 2021 to 22 September 2021

**DECISION**

Moved by Mayor Teresa Harding:

Seconded by Councillor Kate Kunzelmann:

**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.

7. PLANNING AND 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

**DECISION**

Moved by Mayor Teresa Harding:

Seconded by Councillor Kate Kunzelmann:

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

AFFIRMATIVE

Councillors:

Harding

Tully

Ireland

Madsen

Doyle

NEGATIVE

Councillors:

Nil

Fechner  
Kunzelmann  
Milligan  
Jonic

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 9.00 am.

The meeting closed at 9.16 am.

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Doc ID No: A7356624

ITEM: 2  
SUBJECT: E-SCOOTERS IN IPSWICH  
AUTHOR: PRINCIPAL ENGINEER (TRAFFIC OPERATIONS)  
DATE: 13 OCTOBER 2021

### **EXECUTIVE SUMMARY**

This is a report concerning electric scooters (e-scooters). In particular, the report has been prepared to assist Council to establish a future position for e-scooters in the Ipswich local government area primarily through the implementation of a pilot scheme for e-scooters within the City.

### **RECOMMENDATIONS**

- A. That Council conduct an e-scooter Pilot in the area of Springfield Central as detailed in the report by the Principal Engineer (Traffic Operations) dated 13 October 2021.**
- B. That the outcomes of the e-scooter Pilot be reported to a future Growth, Infrastructure and Waste Committee meeting.**

### **RELATED PARTIES**

There have been no declared conflicts of interest regarding this report to date.

### **IFUTURE THEME**

Vibrant and Growing

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

Over the past few years, e-scooters as an emerging technology has been expanding across Australia and there has been interest from the industry and community regarding Council's position on implementation. This report provides background information on Council's current policies and strategies, an understanding of what is an e-scooter, literature review commentary, review of the infrastructure investigation and feedback from the community and industry engagement.

#### ***What is an E-Scooter?***

In Queensland e-scooters are categorised as rideables and are required to abide by rules and regulations for personal mobility devices. Figure 1 below shows the design requirements set

by the Queensland State Government for e-scooters and other personal mobility devices to be legally rideable.

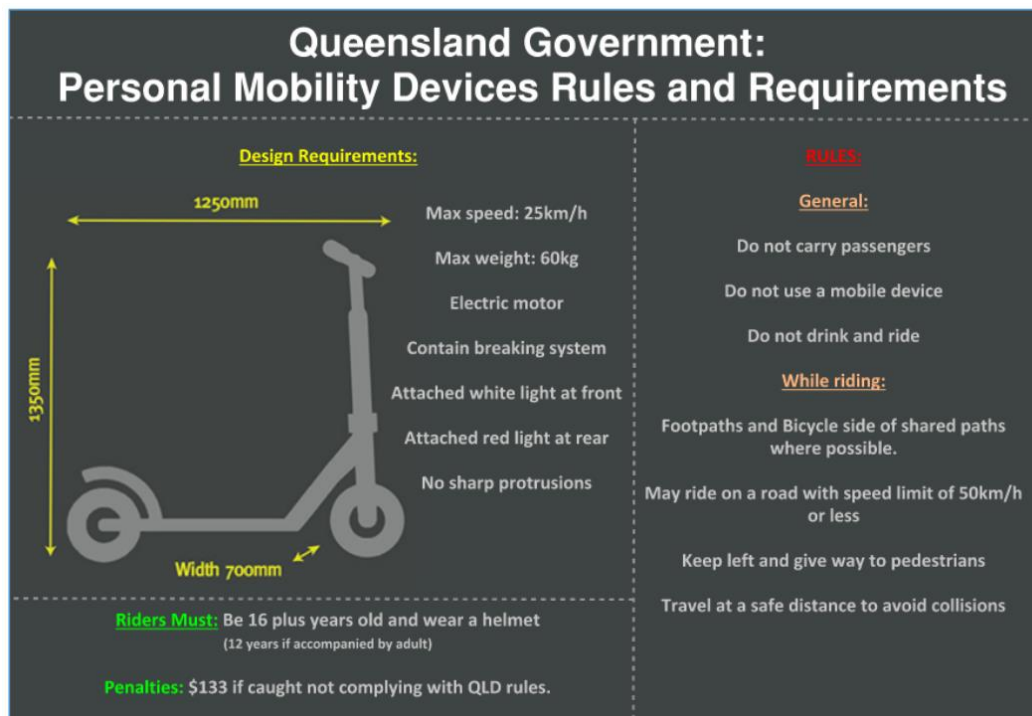


Figure 1. Rules for personal mobility devices in Queensland

E-scooters should be used on paths wherever possible, however, in some specific circumstances limited access to roads is permitted. For example, you can use your rideable to cross a road or avoid an obstruction on a path for up to 50m. In addition, riders are allowed to stay on the e-scooters to cross a road at a designated crossing.

Riders are also able to use e-scooters on local streets, where it is safe to do so. A local street is a road with a speed limit of 50km/h or less. It must have no dividing line or median strip and if it is a one-way road, it can't have more than one lane. Where permitted to ride on a street, riders must keep as far to the left side of the road as practicable. Just like bicycles, riders may ride alongside one other person or vehicle travelling on a road in the same direction. However, riders must not cause a traffic hazard by moving into the path of a driver or unreasonably obstruct the path of any other road user.

### Literature Review

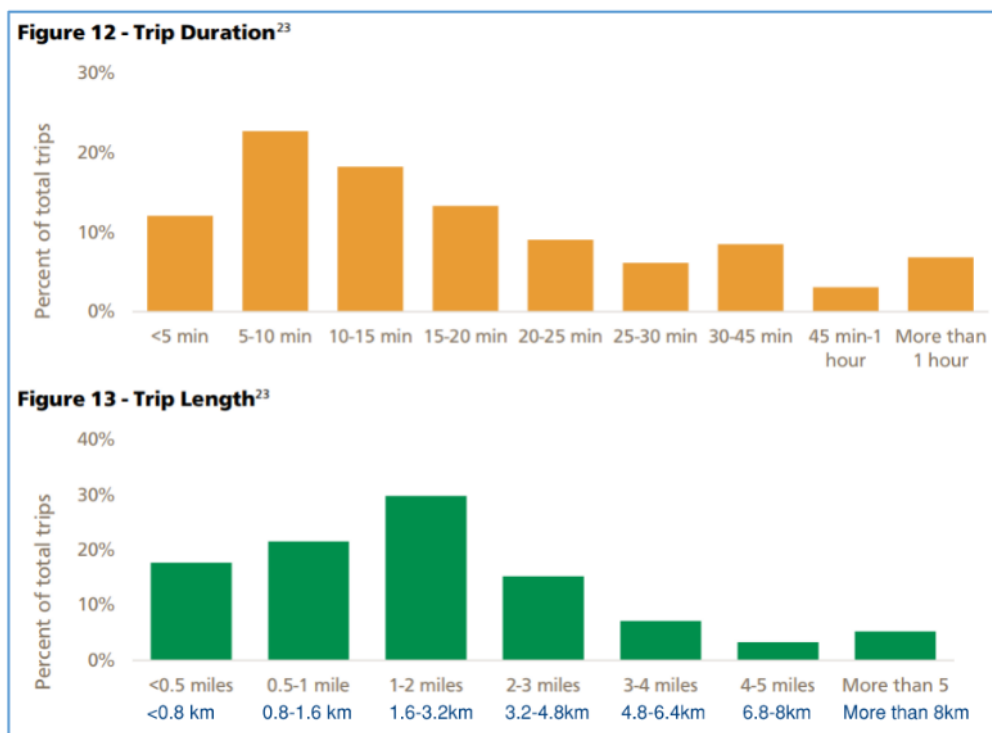
Firstly, given the emerging nature of e-scooters and the mobility industry in Australia, there is a shortage of Australian specific literature on e-scooters and how this transport mode performs in local conditions. Therefore, the majority of the literature reviews have been based on international learnings to assist in informing this report.

Although the initial use of e-scooters by most people seems to be motivated by fun, research from New Zealand and France suggests that for subsequent uses the motivation changes to e-scooters being more convenient and efficient as an alternative transport mode, suggesting they will become an increasingly legitimate transport option over time, as bicycles did.

Research suggests e-scooters should be encouraged as a new form of transport as they have proven to reduce congestion and carbon emissions. There is clear agreement throughout the literature that e-scooters can provide a valuable part in 'multi-modal' trips when used as a 'first and last mile' transportation connection to other transit options (e.g. bus stops and train stations). In particular, the San Francisco Municipal Transportation Agency (SFMTA) states "e-scooters are serving as a valuable last mile solution" for their city in the 2019 Powered Scooter Share Pilot Program (SFMTA, 2019). Another study highlights that 46% of car traffic in the US is from trips shorter than three miles (approximately 5km) in length, indicating the significant potential of e-scooters as an alternative micro-mobility transport mode. Further to this, reported data from Lime scooters (primarily used within the Brisbane local government area) showing 30% of their riders used an e-scooter to replace a car trip, and 27% used them to connect to public transport.

Results from literature across the globe found similar results when surveying users in relation to e-scooters being used alongside other public transit options, with SFMTA (2019) finding 34% of respondents used e-scooters as a last mile option both to and from public transport connections (bus or train), with 28% saying they would not have taken public transport if the e-scooters were not available and that "scooters induce transport trips at roughly 4 times the rate they replaced transport trips". Similarly, a user survey conducted in France found similar results, with 23% of users combining trips with other forms of public transit. Likewise, a technical report from New Zealand found e-scooters facilitate public transport connections, with 28% of e-scooters being used alongside public transport.

E-scooters have been found to be most useful and cost effective for trips around 3km and 5-15 minutes in duration, and therefore not suited to replace longer distance car or public transportation trips as illustrated within Figure 2 below. Also, more recent local research suggests that e-scooters have eased the difficulties in traversing Brisbane's variable terrain.



*Figure 2. E-Scooter effectiveness in relation to time and distance*

### **Safety**

Most research identifies that the safety of e-scooters is the primary concern among the public, both prior to and following their introduction in many cities around the world. For example, 62% of Portlanders approved of e-scooters following their 120-day pilot program. However, of those who did not approve, riders not obeying laws and riding on footpaths were their key concerns. Similarly, surveys in France found that 51% of people cited feeling unsafe as a key drawback to e-scooters. Likewise, a survey from New Zealand found over a third of respondents had not used an e-scooter due to safety concerns. Despite these concerns, two other studies found most people were in favour of e-scooters.

There also seems to be a clear difference in perceptions of e-scooters between those that have ridden one, and those that have not. A study found that 76% of people who had not ridden an e-scooter before felt unsafe as a pedestrian around e-scooters, while only 24% of people who had ridden one felt this way. Similarly, 80% of non-riders felt uncomfortable driving a car around e-scooters, whereas only 47% of e-scooter riders felt uncomfortable in this situation. Another study also found over 70% of people who had not used a shared mobility device felt unsafe as a pedestrian and uncomfortable as a driver around e-scooters. This proportion was between 40-50% for e-bike riders, and 15-20% for e-scooter riders. As a result, they suggest that complaints and cynicism around e-scooters will gradually diminish as more people try them. These differences in perceptions are further supported by survey results from Santa Monica, California, following their shared mobility device pilot program which found 63% of users believe e-scooters had a positive impact on transportation, whereas only 9% of non-users held that opinion. Furthermore, users believed usage of e-scooters had improved throughout the pilot program, while non-users generally did not.

As shown above, the perceived lack of safety of e-scooters (particularly for pedestrians) is a key issue to be solved for the transport mode to continue to grow and benefit the community.

Additionally, there are safety concerns for riders due to the non-use of helmets, excessive riding speeds, drink riding and increasing injury risk. Pedestrians are also at risk either by being hit by riders or tripping over parked e-scooters on footpaths. Statistical results suggest most e-scooter rider injuries result from falls and not collisions with motor vehicles even in countries where most riding is on roads. Ambulance and emergency department data from Brisbane in early 2019 showed that most injured riders were aged 20- 34 years old and the numbers of males and females were similar. A comparison with the CARRS-Q study of the number of riders in the Brisbane CBD led the Royal Australasian College of Surgeons to conclude that the e-scooter riders were twice as likely to be injured as a bicycle rider. Among the patients for whom injury data was available, 10% had minor head injury, 3% had major head injury, 21% had upper limb fractures and 6% had lower limb fractures. Fractures were commonly reported in New Zealand and US studies. Inexperience appears to be a significant contributor to crash risk, particularly among riders of shared e-scooters. Use of alcohol, speeding and under-age riders have also been widely reported. Low rates of helmet wearing – even in Australia – among riders of shared e-scooters are contributing to frequent head injuries in crashes.

### ***Regulation***

A Queensland survey in relation to e-scooter regulations found that less than 30% of respondents were confident they understood the rules, with over 50% not confident at all. However, as the Queensland survey was conducted by an insurance company its accuracy cannot be confirmed, and a more academically sound study would provide a more accurate reflection of the opinions of Queenslanders.

For everyone's safety, riders must ride in a safe and respectful manner, especially around pedestrians. Also, worth noting that rideables do not need to be registered. In Queensland, riders must (Rules):

- be at least 16 years of age, or 12 with adult supervision.
- wear an approved bicycle helmet, that is securely fitted, at all times (unless an exemption has been granted for medical or religious reasons).
- not carry passengers.
- not use a mobile device.
- not drink and ride.
- have a working flashing or steady white light on the front, and a red light and reflector at the rear when travelling at night or in hazardous conditions.
- keep left and give way to pedestrians.

- travel at a speed that allows you to stop safely to avoid colliding with a pedestrian.
- travel at a safe distance from a pedestrian so you can avoid a collision.
- keep left of oncoming bicycles and other personal mobility devices.
- only use the bicycle side of a shared path.

Furthermore, as previously noted, riders can also ride on local streets, where it is safe to do so. A local street is a road with a speed limit of 50km/h or less. It must have no dividing line or median strip and if it is a one-way road, it can't have more than one lane.

### ***Helmets***

Interestingly, based on the few studies of e-scooter safety from Queensland, it was observed 61% of riders in Brisbane were correctly wearing a helmet. Similarly, based on 54 hospital reports from Brisbane, 25 riders (46%) were confirmed to be wearing a helmet. However, given that wearing a helmet is required by law in Queensland, this was still considered to be too low. Observations from Brisbane found it is difficult to ensure e-scooters always have helmets with them, and even if they do, they may or may not fit the rider which calls the safety of the helmet into question. Further to this, the Queensland Police Service have found difficulty in enforcing helmet use in Brisbane.

### ***Private Ownership***

A survey from Melbourne asked a series of questions, one of which was "would you rather purchase or rent an e-scooter?" With 1060 surveyed responses, they found 54% of people believe they would rather purchase their own device, 36% wanted to purchase their own device but also have the option of renting an e-scooter when needed, and 7% stated they would only use an e-scooter from a sharing scheme. Similarly, from the same survey, the question was asked "would you consider purchasing an e-scooter for a friend or family member?" Of the 1321 participants, 63% responded positively to the question, 23% answering negatively, and 14% unsure. This suggests that a potential result of prolonged usage of dockless e-scooters could result in users committing to e-scooters as a viable long-term option for transportation.

The option of private ownership for frequent users is supported by experts who agree it is more economical and would result in savings in the long run. Another benefit of private ownership is that these e-scooter riders are more likely to operate responsibly partly to protect their expensive investment, while shared e-scooter users can be less considerate as they are not burdened with the financial costs to repair damage. However, despite the advantages, research has found the respondents to that question in France would not purchase their own e-scooter due to the advantages of a dockless e-scooter outweighing the financial advantages of sole ownership. These advantages include: the flexibility of being able to use an e-scooter one way to a destination and another mode of transport for the return; not having to carry their own e-scooter around; and avoiding the risk of theft. The survey also found that since dockless e-scooters were introduced, only 4% of people had purchased a privately owned e-scooter, but these people still used dockless e-scooters when

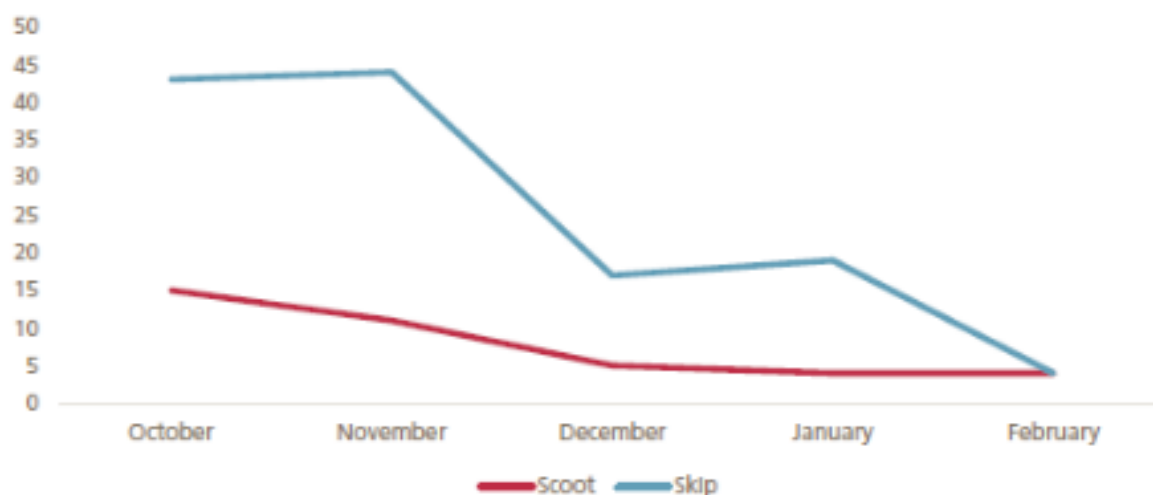
convenient. Furthermore, Brisbane City Council advised that for every dockless e-scooter provided within a scheme there is 10 privately owned e-scooters and this number is continuing to have strong growth.

### ***Parking***

During a study in San Jose, California, 530 parked scooters were observed for a two-month period. This study found 72% were parked on footpaths (with most of the remainder parked on nearby properties), but 90% of these did not obstruct pedestrian or disabled access as they were parked on the edge of the footpath or next to other obstruction. As a result, they suggest regulating e-scooter parking may not be necessary at all or require relatively small efforts.

Similarly, in a study conducted in Virginia, 606 observed e-scooters only 16% were not properly parked, of which only 6% were obstructing pedestrian access. Another study in Washington DC found only 8% were improperly parked, and Seattle, where 4% of parked e-scooters impeded pedestrians. They also note that improper parking appears to be more prevalent in residential areas with narrower footpaths as it is more difficult to find appropriate parking locations.

Despite the above research, there is still thought among experts that parking continues to be a key issue for e-scooters. Due to the issues experienced during the initial unregulated use of e-scooters in San Francisco, the authorities prioritised implementation of a locking mechanism for all e-scooters, requiring them to be locked to fixed objects to reduce improper parking (which may also reduce the prevalence of having to fish e-scooters out of bodies of water). One provider uses an app-controlled mechanism, whereas the other simply provides a combination lock. Complaints and parking fines have reduced following implementation, as shown in Figure 3 below.



*Figure 3. Complaints and Parking Fine vs time Graph*

Based on the literature reviewed so far, other potential strategies to improve parking include:

- Geofenced areas that restrict riders from ending trips in these locations.
- Tipping sensors.
- Direct communication and education of riders
- Penalties for operators to encourage them to promptly remove incorrectly parked e-scooters.
- Confiscation of privately owned e-scooters if illegally parked.
- Clearly designated parking spaces as the most effective strategy to improve e-scooter parking, based on international experience.

Bird, an international e-scooter operator, has also implemented designated parking spaces in downtown (CBD) areas, as well as other strategies to improve parking, such as: allowing the public who do not ride e-scooters to report improperly parked scooters through the app; and requesting riders send end of ride photos to confirm how they have parked the e-scooter.

### ***Geo-fencing***

Geofencing is currently used as a means of controlling where e-scooters can be used and parked. Geofencing is a virtual boundary that can be programmed to the e-scooters and communicated to riders via the e-scooter provider app to reduce speeds of the e-scooters in certain areas, prevent their use altogether in other areas and prevent users from ending trips (i.e. parking) in certain locations. An example of how geofencing can be communicated to riders through the e-scooter provider app, as shown below in Figure 4. The area shown in green indicates where riding is permitted, whereas the area shown in red is where parking and riding is not allowed. It should be noted that geofencing varies by provider and excludes privately owned e-scooters.



*Figure 4. Geofencing example*

### ***Financial***

From a financial regulation perspective, research suggests tariffs can provide a crucial method for controlling e-scooter usage as well as an important source of income to improve infrastructure for the benefit of users. There are several different tariff approaches across cities in the United States. For example Portland have imposed a 25 cent tariff per ride to help fund administration, enforcement, infrastructure and accessibility improvements; Chicago and Seattle impose application fees; Reno and Aurora charge one-time or annual fees per device or group of devices; and other cities who have required performance bonds to protect the public from bankruptcy or contractual failure of the provider.

### ***Infrastructure***

For the purpose of a trial, the areas of the Ipswich Central Business District (Ipswich CBD), Springfield and Ripley were considered. Initially, the Ripley Valley was included because it is in early development stages. However, due to factors such as infrastructure provision it was excluded as a trial area at this stage.

### ***Ipswich CBD***

The Ipswich CBD is an older part of the city and it has limitations around the needs for walking, cycling and now mobility devices. After a review of the infrastructure in the area, it is clear that continued investment is needed in the Ipswich CBD for asset rehabilitation of footpaths to meet current standards as well as new paths to connect key destinations throughout the area.

### ***Springfield Central***

Springfield Central is a rapidly growing new area and given its young age, infrastructure generally meets current standards and is in a good condition from an asset management perspective. Therefore, the area would need a lot less infrastructure investment as a result at this time to support any potential e-scooter pilot program.

### **PROPOSAL**

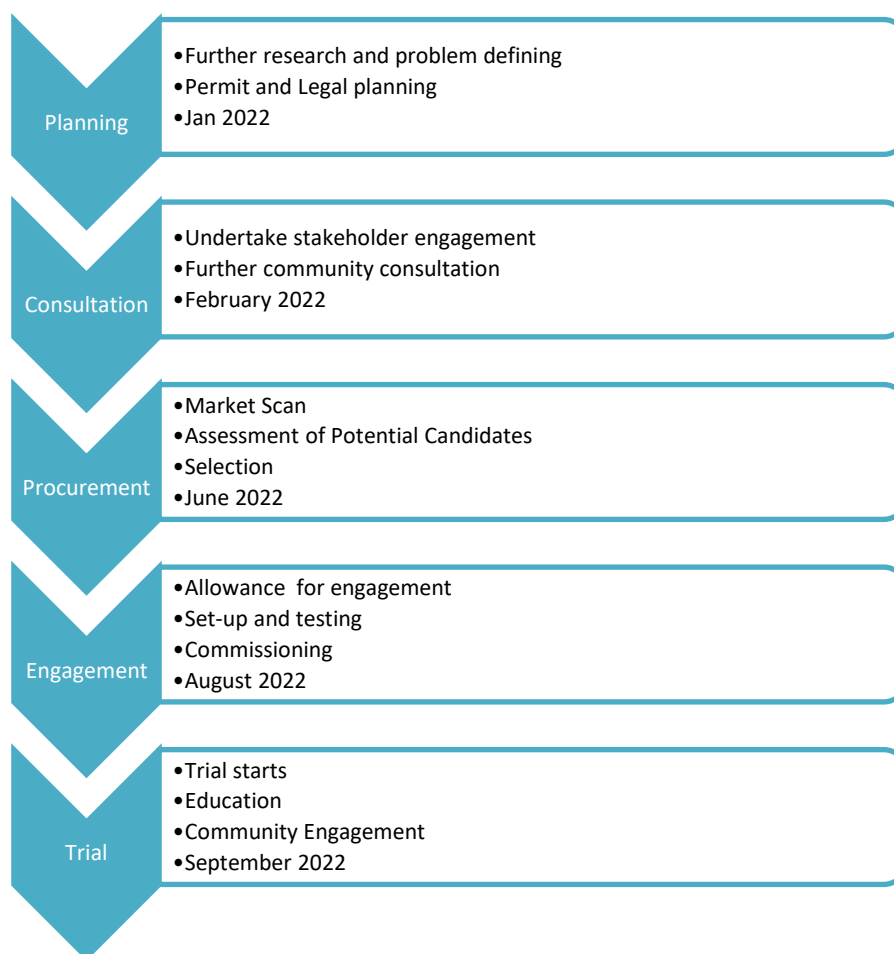
Based on the extensive research undertaken and information provided in this report, it is suggested that Council support the uptake of e-scooters by conducting a e-scooter Pilot in the Springfield Central area. Based on the proposed pilot, it will provide valuable data and information to determine if a broader implementation across the Ipswich Local Government Area (LGA) should also be supported.

### ***SPRINGFIELD CENTRAL PILOT***

An e-scooter proposal includes conducting a pilot in the Springfield Central area. It is proposed that the pilot would run a minimum of 6 months with the possibility of an extension for an additional 6 months. Once implemented, if the pilot proves to be successful Council may wish to commit to a longer term implementation scheme, whereby the 6 month pilot could be extended. It is proposed that during the procurement process to seek interest from industries, that an extension for an additional 6 months be a consideration of the pilot program.

As part of the e-scooters pilot process, Council would continue to engage with the community and stakeholders to help shape what the pilot would look like, what it would include and work towards educating the community about e-scooters. Should Council determine it appropriate to conduct an e-scooters pilot, proposed timing of the pilot is as suggested in Figure 5 below.

*Figure 5. Proposed Pilot Schedule*



The proposed schedule will provide Council Officers the ability to undertake further consultation, further research with other experienced Councils as well as undertake the required procurement activities with the current resourcing levels available within the Transport and Traffic Team.

## LEGAL/POLICY BASIS

### *Policy*

The *City of Ipswich Transport Plan* (iGO) is Council's masterplan for Ipswich's transport future. To meet the vision and objectives of iGO, aspirational sustainable transport mode share targets have been set and a list of actions for each element of the transport system provided. Furthermore, iGO promotes the need to target traditional attitudes towards transport and consider the need for travel behaviour change for certain trips and the development and uptake of new transport related technology. To this end, the need to consider and to form a position on the use and implementation of rideables such as electric scooters (e-scooters) is an important step towards Council achieving its sustainable transport targets. This is further supported by industry as there has been a strong push to implement an e-scooter scheme in Ipswich for several years.

The iGO Intelligent Transport System Strategy, being a child strategy of iGO, has identified rideables as an area of investigation. Specifically, it states that Council should ‘*support the uptake, and safe and effective operation, of ‘rideables’ as sustainable and active forms of transport.*’ Further to this, the iGO Strategy also recommends that other forms of shared mobility should be investigated such as electric bicycles (e-bikes) however this has not been included in the scope of this report.

### ***Legal***

As part of the proposed Pilot, Council will provide a permit for an e-scooter provider to operate within the Springfield Central area. The permit will outline conditions for the operations as well as align with Council’s relevant Local Laws and policies.

### **RISK MANAGEMENT IMPLICATIONS**

With regards to the recommendation to support the uptake of e-scooters within the Ipswich LGA, there is limited associated risk as there is current legislation already in place (for Queensland) for the behaviour of users and standards of the devices. The acceptance to support e-scooters would already align with Council’s transport policies and the need to drive more sustainable travel options.

In relation to the proposed Pilot in Springfield Central, given the nature of this project, risks will be managed appropriately through Council’s standard processes and policies in consultation with the various stakeholders and interested parties. The proposed schedule for the implementation of the pilot will allow officer’s the ability to undertake further consultation and further research with other experienced Council’s as well as undertake the relevant procurement activities.

### **HUMAN RIGHTS IMPLICATIONS**

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Recommendation A states that Council conduct an e-scooter Pilot in the area of Springfield Central.  Recommendation B states that the outcomes of the e-scooter Pilot are reported to a future Growth, Infrastructure and Waste Committee meeting
(b) What human rights are affected?	No human rights are affected by this decision. All that is being proposed at this stage is a trial so there is no immediate impact on human rights.
(c) How are the human rights limited?	
(d) Is there a good reason for limiting the relevant rights? Is the	

limitation fair and reasonable?	
(e) Conclusion	The decision is consistent with human rights.

### FINANCIAL/RESOURCE IMPLICATIONS

The proposed length of time for delivery of the Pilot is based on current resourcing levels. Should the pilot prove to be successful and Council wish to expand the scheme into other areas and potentially other vehicle types, then additional staffing resources may be required to manage the project and on-going operations into the future.

From a financial perspective it is anticipated that the proposed pilot for Springfield Central would be undertaken as business as usual and there are no additional operational costs proposed, as existing resources will be utilised.

### COMMUNITY AND OTHER CONSULTATION

As part of the research on e-scooters, Council engaged with the community, industry, government and non-government agencies to assist with future decision making. The list of who has been engaged has been provided below in Figure 6.

Ipswich City Council Stakeholders	
1. Transport and Traffic Team	5. Works and Field Service Branch
2. Open Space and Facilities Team	6. City Design Branch
3. Local Laws and Regulation Team	7. Insurance and Risk Team
4. Sustainability Team	8. Workplace Safety and Wellbeing Team
Local Ipswich Stakeholders	
1. Queensland Police Service	3. Orion Springfield Centre
2. RACQ	4. Transport and Main Roads
- Safety and Traffic Team	- Road Rules and Data Licensing and Policy Unit
- Transport Planning and Infrastructure Team	- Mobility as a Service Team
	- Cycling and Walking Team
	- Traffic Engineering Team
Electric Scooter Companies	
1. Beam Scooters	3. Lime Scooters
2. Neuron Scooters	4. Bird Scooters
Local Governments	
1. Brisbane City Council	2. Adelaide City Council

Figure 6. Stakeholders engaged.

Due to the COVID-19 pandemic some stakeholders including Queensland Health and Queensland Ambulance Service were difficult to engage with at the time. However, it is recommended that as Council continues its research and progress, we continue to engage with the community, industry, government and non-government agencies.

### ***Industry***

Industry are the main drivers for e-scooters to be a reality in Ipswich as there is an eagerness to bring the new mode of transport to the area. It should be noted that of the various companies that Council have met, none of the companies have actually undertaken an analysis of the area and given consideration to the size of implementation that would work in the various precincts or if they would be economically viable. That being said, it would seem industry is primarily interested in gaining market share and this is a risk that would need to be managed.

Each of the companies that were consulted have different approaches to operating in a city and the working group would need to work through what is important to Ipswich. Examples of the differences include parking management where some companies require photos of where the e-scooter is parked to ensure it is acceptable. Another example is that some companies can rely on the support of the public to recharge the e-scooters and replace them onto the street whereas others will have staff pick up the e-scooters at the end of the day, service them and then implement them in the morning of the next day.

### ***Government and Non-Government Agencies***

All the government and non-government agencies were very much supportive of the concept of e-scooters coming to Ipswich LGA except for the Queensland Police Service (QPS). QPS indicated that they are not supportive of the implementation of e-scooters as they have limited resources for enforcement purposes. Although this is acknowledged, a lack of resources for enforcement should not be the defining factor that sees an e-scooter scheme proceed or not proceed. It would be recommended that several of the agencies are included to assist in development of an e-scooter pilot and also longer-term during operations.

### ***Community Engagement***

To assist with developing a position on e-scooters in Ipswich, community engagement was undertaken using the Shape Your Ipswich platform. 366 participants undertook the survey. With support of Council's marketing team, a successful advertising campaign saw just over 6,000 individuals click on to the Shape Your Ipswich e-scooter's survey page. However, there was a high bounce rate as only 6% of traffic to the site participated in the survey. This has been indicatively attributed to the need to sign up to the Shape Your Ipswich page and will need to be considered further for future surveys.

Attachment 1 provides the results from the key survey questions. The survey results indicate there is support for e-scooters and a trial occurring. This being said and given the issues associated with the Shape Your Ipswich page Council officers have also reviewed the commentary that was made to the social media advertisement campaigns. This review indicates that social sentiment is slightly different to the results of the survey. It is advised that a lot of the commentary indicated a clear lack of understanding from the community in relation to several issues associated with e-scooters and their operations.

Given this, it would be recommended that as part of any process moving forward, there would need to be an education campaign for the community addressing these misunderstandings. For example, comments were presented in relation to insurance and risk

by the community. Industry has driven the need for e-scooter companies to provide insurance as part of their schemes when users sign up for the use of the scheme.

Another example is that this would be costly to Council, and Council should look to invest budget elsewhere. However, it should be noted that Council would not be paying for the service to occur on the network but to permit it and then ensure compliance. Although there is acknowledgement that this would still incur costs for Council, the likely benefits of e-scooters as well as the potential of additional revenue source that could be reinvested into the pedestrian and cycle network, is likely to outweigh the operational costs.

### ***Internal Consultation***

In addition to the internal officer discussions with the various departments and sections, a Councillor Workshop Session was held on 30 March 2021 to introduce the concept and potential direction of e-scooters. It was at this workshop that it was determined that the preference for a pilot to be undertaken for Council could be within the Springfield Central area as it was believed that the Ipswich Central area was not ready or in a position for a pilot. Furthermore, it was requested that a separate meeting be held with the Councillors of Division 2 to further discuss the proposed pilot in Springfield Central.



On 19 May 2021 a meeting was held with Division 2 Councillors and Council officers to discuss the potential pilot. Councillor Paul Tully was in attendance and Councillor Nicole Jonic was an apology. At the meeting officers were provided with additional valuable insight of the local area as well as additional stakeholders to be consulted as part of the planning portion of the project.

On 5 October 2021 an additional Councillor Workshop Session was held to further discuss the proposal of an e-scooter pilot scheme. The workshop focused on the risk management strategy for several key identified risks for the proposed pilot scheme in Springfield Central to assist with discussions. The risks discussed included e-scooter safety, operational issues, stakeholder management, insurance and liability and project communications. Also, included in the discussion was an outline of the current trends in relation mobility devices as well as the current safety issues on the Ipswich transport network.

### **CONCLUSION**

This report has been prepared to assist Council to determine a position for e-scooters within the Ipswich LGA. It is suggested that an e-scooter pilot could provide valuable data and information to inform a way forward for rideables within the City. It is proposed that an e-scooter pilot be undertaken within Springfield Central as per the recommendations of this report.

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

1.	E-scooter Survey Results  
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Joshua Ellis

**PRINCIPAL ENGINEER (TRAFFIC OPERATIONS)**

I concur with the recommendations contained in this report.

Mary Torres

**INFRASTRUCTURE STRATEGY AND PLANNING MANAGER**

I concur with the recommendations contained in this report.

Tony Dileo

**MANAGER, INFRASTRUCTURE STRATEGY**

I concur with the recommendations contained in this report.

Sean Madigan

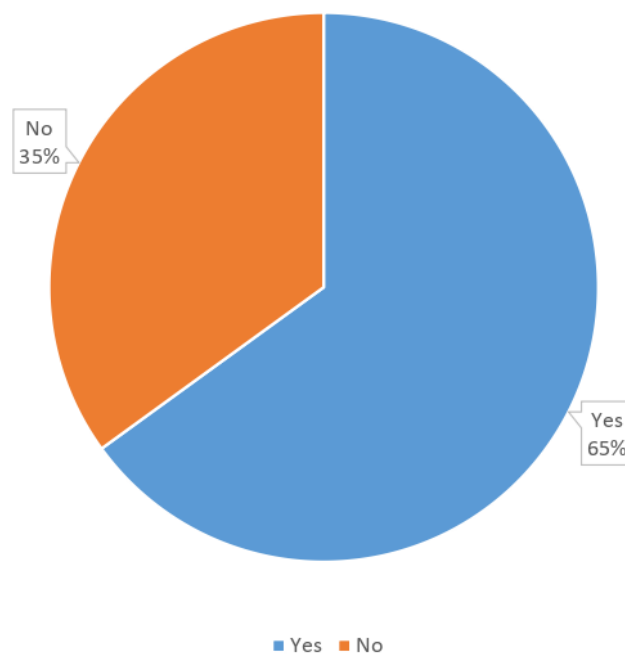
**ACTING GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT**

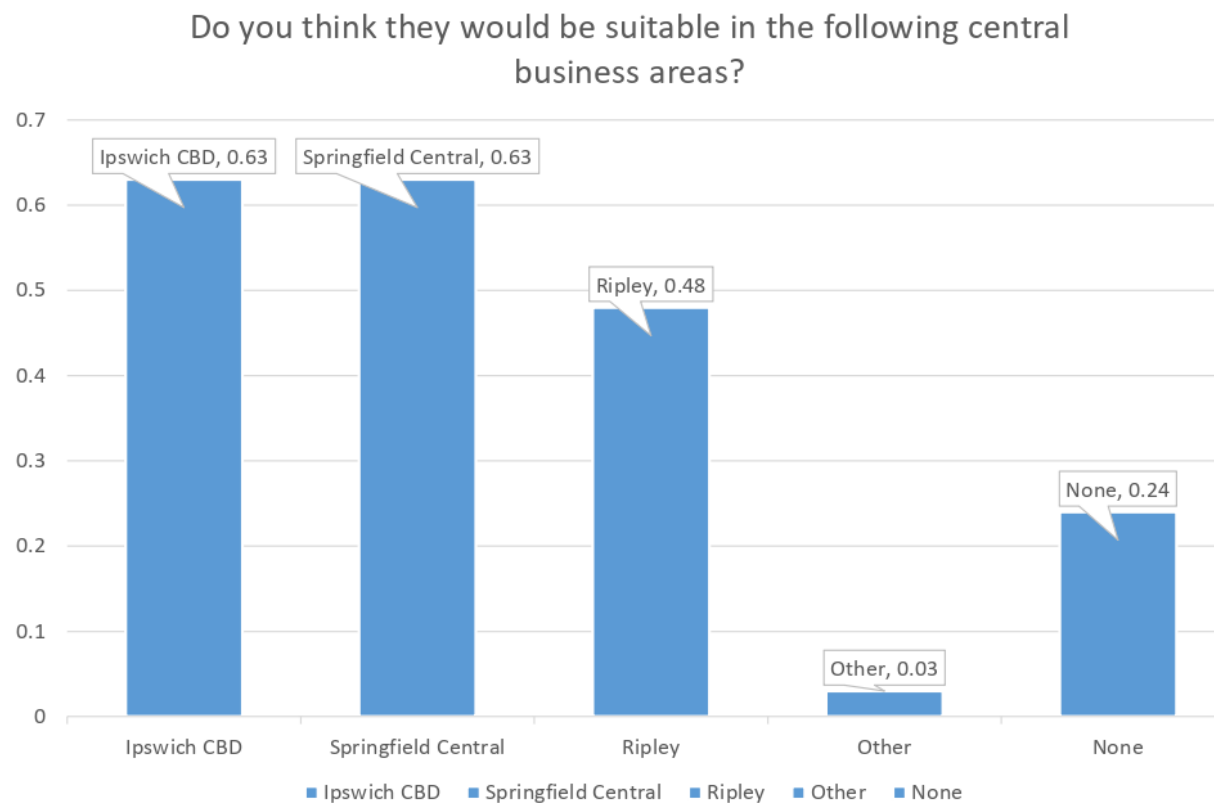
***“Together, we proudly enhance the quality of life for our community”***



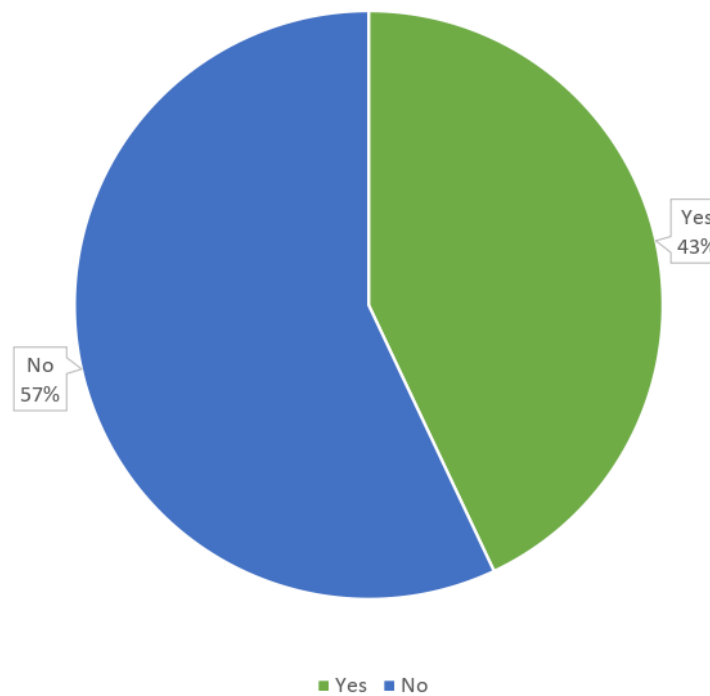
## E-Scooter Survey Results

Are you open to e-scooters being used as a new form of transport  
in Ipswich's local government area?

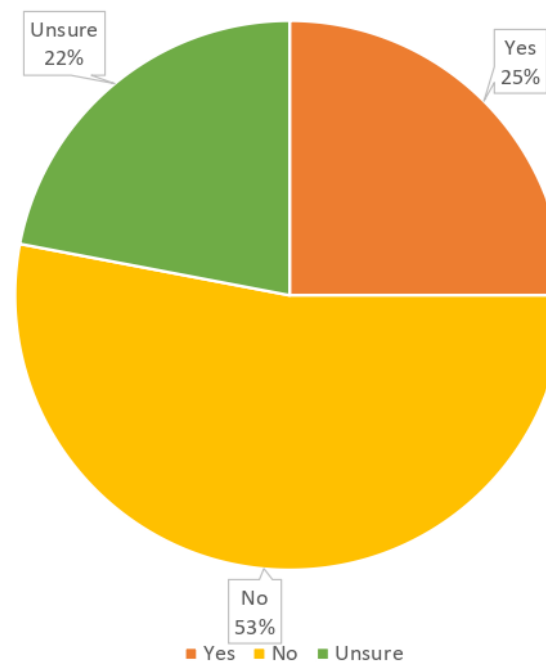




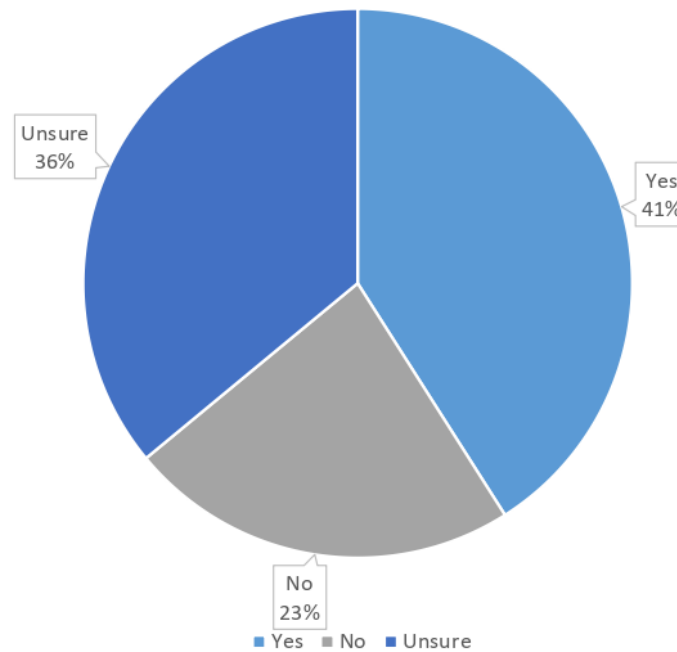
Have you ridden an e-scooter previously?



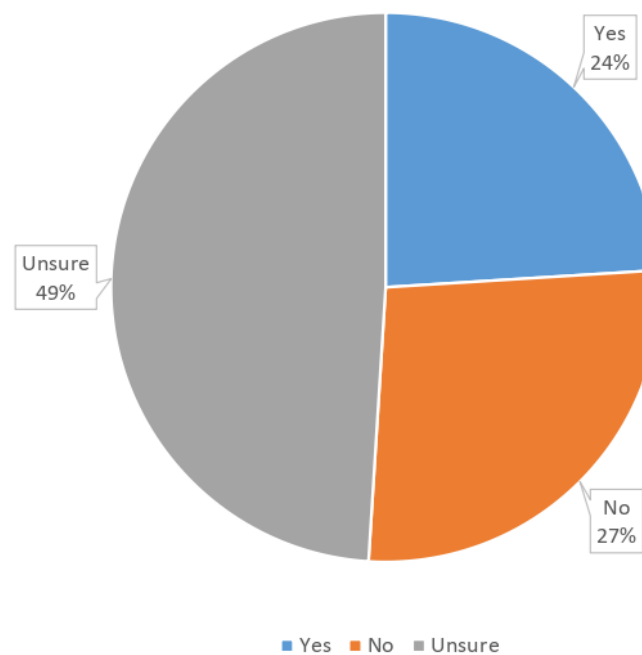
Do you think the current pathways and bike infrastructure is safe enough for the use of e-scooters in the Ipswich CBD?

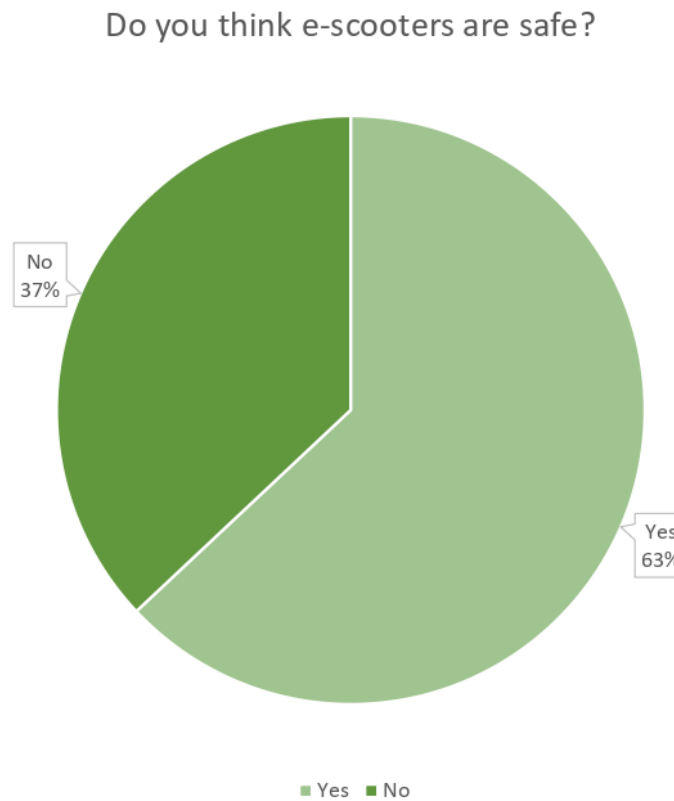


Do you think the current pathways and bike infrastructure is safe enough for the use of e-scooters in Springfield Central?

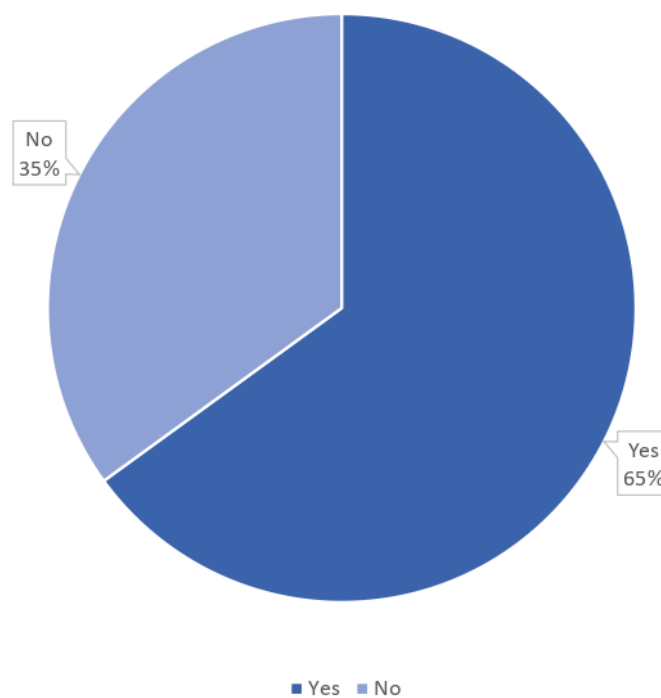


Do you think the current pathways and bike infrastructure is safe enough for the use of e-scooters in Ripley?





Would you be in favour of a trial of e-scooters?



Doc ID No: A7473642

ITEM: 3

SUBJECT: AUGUSTA PARKWAY URBAN STREET TREE LIGHTING TRIAL

AUTHOR: GENERAL MANAGER, PLANNING AND REGULATORY SERVICES

DATE: 22 OCTOBER 2021

### **EXECUTIVE SUMMARY**

Council has been requested to consider funding the installation of fairy lights into trees along part of Augusta Parkway, with funding of the works to be sourced from the Springfield Town Centre Transport Fund.

### **RECOMMENDATION/S**

**That Council support the Augusta Parkway Urban Street Tree Lighting Trial and endorse the allocation of funds not exceeding \$330,000 from the Springfield Town Centre Transport Fund and subject to the Springfield City Group agreeing to cover the cost of maintenance of the lights for a minimum of two years following practical completion of the works.**

### **RELATED PARTIES**

Springfield City Group

### **IFUTURE THEME**

Vibrant and Growing

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

Council and the Springfield City Group (SCG) have been in discussions about a project that could see the installation of lights in the street trees around the broader Springfield suburbs. This was initially presented to officers as The Ipswich Gateway Urban Street Tree Lighting Strategy Proposal - Greater Springfield Entry Statement (Sinnathamby Boulevard and Augusta Parkway). With its intent being that the introduction of feature lighting to the street trees in the central medians along Sinnathamby Boulevard and Augusta Parkway would create a gateway entry statement for the eastern suburbs of Ipswich City. This street tree lighting feature would denote a sense of arrival for users of these major roads that act as a south eastern gateway into the City of Ipswich. This proposal would have seen lights installed in approx. 150 trees (Attachment 1).

While there are merits in such projects and similar actions have been taken elsewhere across Ipswich and in other towns and cities, it was considered that the project as proposed was too ambitious to commit to it outright.

It was subsequently discussed as to whether a trial location with fewer trees could be considered, hence Council and SCG have been progressing with the preliminary planning for a project called, the Augusta Parkway Urban Street Tree Lighting Trial.

The area selected by SCG is:

- the Roundabout at Tournament Drive - 3 trees and
- Augusta Parkway median strip extending from Tournament Drive possibly to Eden Station Drive— 13 trees (every 2<sup>nd</sup> tree), (Attachment 2)

Council's Infrastructure and Environment Department have undertaken the planning for the installation, and it is indicated that the cost to complete would be in the order of \$330,000. While the lighting component per tree is around \$4,400, being approx. \$70,000 in total, costs associated with connecting the trees to power via underground boring together with the logistics of working on a major road is where the balance of \$260,000 is required. The electrical plans of the works are provided for Council's reference (Attachments 3 & 4).

The precise number of trees will be determined, following the receipt of quotes and the project staying within budget.

## LEGAL/POLICY BASIS

This report and its recommendations are consistent with the provisions of the *Local Government Act 2009*.

## RISK MANAGEMENT IMPLICATIONS

In relation to the undertaking of future works all the relevant workplace health and safety provision of working in a road reserve and with electricity would be considered in the planning and work statements.

## HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The matter is dealing with the installation of lights in trees and how this will be funded.
(b) What human rights are affected?	No human rights are affected.
(c) How are the human rights limited?	Not applicable
(d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable?	Not applicable
(e) Conclusion	The decision is consistent with human rights.

## FINANCIAL/RESOURCE IMPLICATIONS

The means by which these works are funded requires Council's consideration.

Under normal circumstance, these types of initiatives would be included as part of the annual capital works budget discussion and Council would determine the level of priority of this project compared against others and then commit to spending capital money to deliver at a particular time.

This Augusta Parkway Urban Street Tree Lighting Trial was not part of the 2021-2022 Budget nor is it in any forward works plan.

Being aware of this, SCG has proposed that the trial be funded through the various Springfield Infrastructure Funds (Springfield Town Centre Infrastructure Agreement - Transport Fund or Springfield Infrastructure Agreement or the Springfield Community Facilities Fund).

SCG supports the use of the funds from these sources to fund this trial and according to SCG, the funds managed through the Infrastructure Agreements are both transferable between the Infrastructure Agreements and the infrastructure categories and are intended for projects such as this proposed street tree lighting trial.

Accepting this, funding approval for procurement is required for this next stage through the processes assigned under the various Springfield Infrastructure Agreements.

Council is aware that it is yet to finalise its position on the composition of the Advisory Boards that have historically operated in relation to the Springfield Town Centre Infrastructure Agreement and the Springfield Community Facility Fund. This type of proposal would have previously been presented to one of the Boards and a recommendation made to Council for its decision.

Notwithstanding there being no Boards in place at the moment, Council is advised that pursuant to section 3.10(d)(iii) of the Springfield Town Centre Infrastructure Agreement that:

*Council may in its absolute discretion decide to expend monies on a project even though that project has not been the subject of deliberation by or a recommendation of the STCIAB (subject to the project otherwise complying with the requirements of this Agreement)*

Therefore, in the absence of the Boards it is considered appropriate for Council to decide this matter.

Council also needs to be aware that under section 3.8 of the Springfield Town Centre Infrastructure Agreement it states that:

*(a) Monies held in the STC Transport Account must only be expended on trunk transport infrastructure projects within the STC or which have a direct nexus to the STC.*

Hence consideration needs to be made as to whether an improvement to the amenity and aesthetics of this part of Augusta Parkway has a nexus with the function of the trunk

infrastructure or the Town Centre. Other examples of where similar lighting is in place, being Brisbane Street (Top of Town) shows that it is not out of character within a trunk road environment.

SCG have indicated that they support the use of funds in this instance.

With the purpose of that fund being for accumulation of money to assist with the future construction of trunk roads or related trunk initiatives around Springfield. The impact of using the funds for an amenity outcome rather than a traffic or transport related outcome may be considered as being reasonable in this instance, as a trial. It allows Council to have the ability to assess the operational costs of the lights over the coming years in order to evaluate whether a broader program is worthy of support.

How any future stages of this initiative around Springfield would be funded, would be considered as part of future budget discussions.

If Council was of a view that it did not think the use of transport funds was appropriate in this instance then likewise, monies held in the STC Community Facilities and STC Open Space accounts must only be expended on community facility and open space projects respectively within the STC (or having a direct nexus to the STC). It may be harder to substantiate the use of these funds over the transport funds.

The account balances as at 31 July 2021 were as follows:

- STC Community Facilities    \$115,210.72
- STC Open Space                \$930,835.52
- STC Transport                 \$1,629,267.01

Should Council support the concept the next step would be to seek quotes for undertaking the project.

SCG have also advised that they would cover the costs of maintenance of the lights for a minimum of two years following practical completion (installation & commissioning).

## **COMMUNITY AND OTHER CONSULTATION**

At this stage no consultation has been undertaken as the proposal is in the planning stage.





## **CONCLUSION**

Street tree plantings and landscaping is delivered in the main, initially as part of the construction of new roads, with the ongoing maintenance and enhancement being left to Council to manage as an ongoing operational cost.

For a variety of reasons Council may consider streetscape beautification projects in locations that may consist of just tree planting and landscaping or may include other features such as public art or feature lighting.

This proposal has some merit in terms of enhancing a small section of Augusta Parkway. It can act as a trial for an assessment of the ongoing operational costs associated with the installation.

#### ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Ipswich Gateway Urban Street Tree Lighting Strategy Proposal <a href="#">↓</a> 
2.	Augusta Parkway Urban Street Tree Lighting Trial <a href="#">↓</a> 
3.	Augusta Parkway Urban Street Tree Lighting -Elect 1 <a href="#">↓</a> 
4.	Augusta Parkway Urban Street Tree Lighting -Elect 2 <a href="#">↓</a> 

Peter Tabulo

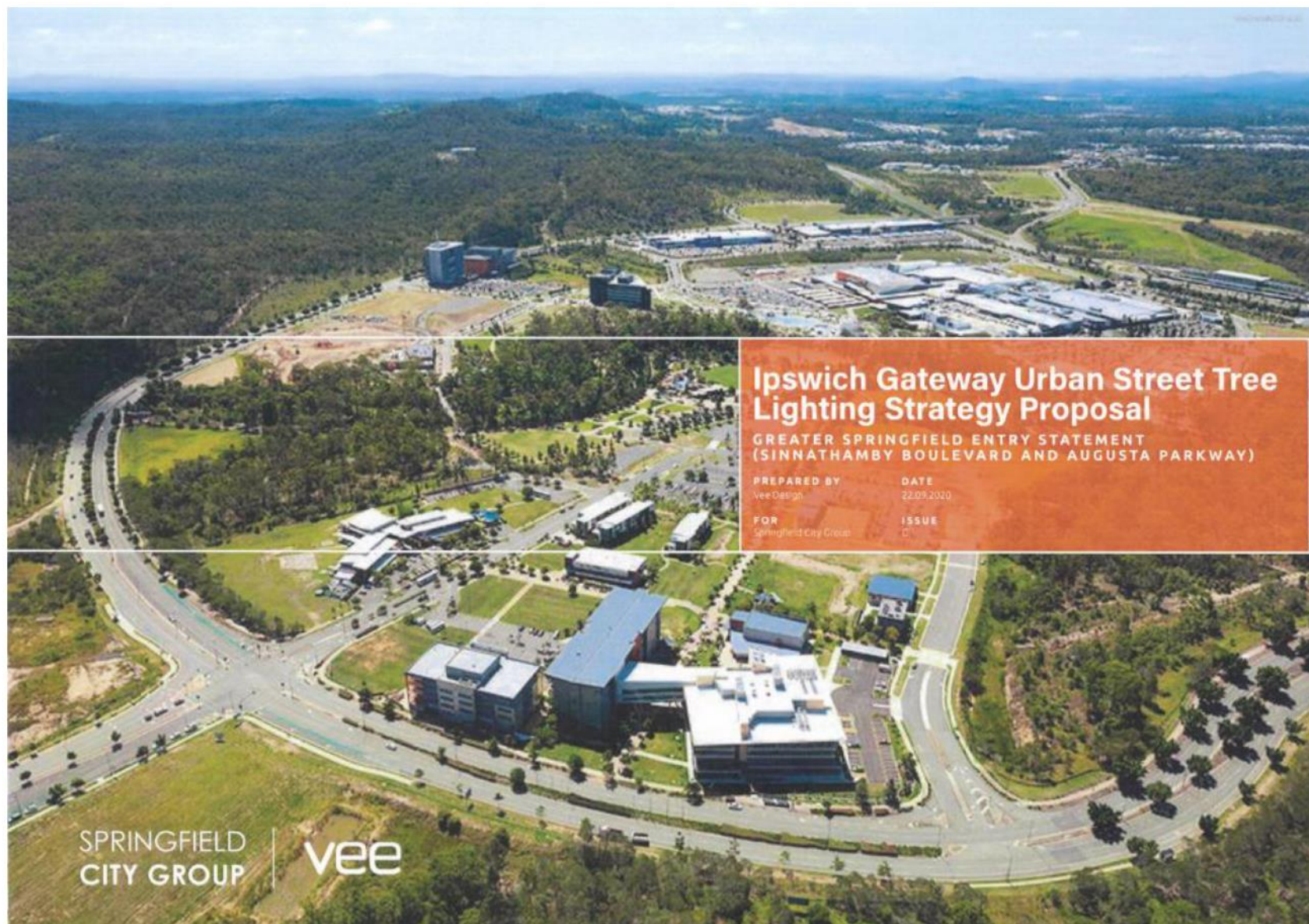
**GENERAL MANAGER, PLANNING AND REGULATORY SERVICES**

I concur with the recommendations contained in this report.

Peter Tabulo

**GENERAL MANAGER, PLANNING AND REGULATORY SERVICES**

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





DAVID HATHGILL  
DIRECTOR  
d.hathgill@veen-design.com.au  
M: 0404 406 404  
T: 61 7 3358 5222  
F: 61 7 3358 5233

DOCUMENT REGISTER			
issue	date	prepared by	approved by
A	02.09.2020	AR	DH
B	18.09.2020	AR	DH
C	22.09.2020	AR	DH



CONTENTS		
1.0	INTRODUCTION & BACKGROUND	4
2.0	MASTER PLAN	5
3.0	STAGING	6
4.0	DESIGN INTENT	13
5.0	3D RENDER	15

## INTRODUCTION & BACKGROUND

This following report outlines the proposed tree lighting strategy to Sinnathamby Blvd & Augusta Parkway in Springfield, Queensland.

In the early development of Greater Springfield, Fig trees were planted along all major vehicle spines throughout the medians to Sinnathamby Boulevard and Augusta Parkway. To celebrate these iconic, large canopy trees, this package details the use of feature lighting to illuminate the tree trunk and major branches. This would typically take the form of wrapped bud lighting. Bud Lighting have shown to create powerful night-time activation for users to see and experience, notably amongst Brisbane's prominent inner-city civic spaces and major roadways.

Augusta Parkway Rd & Sinnathamby Blvd were selected due to being key connections for Springfield City, joining Orion Springfield Central, Centenary highway through to the suburbs of Brookwater and Augustine heights.

Vee Design is proud to partner with Springfield City Group on proposing this Lighting Strategy, that aims to build upon Springfield's unique night-time experience and accent the major connection spines through the city.



MASTER PLAN

KEY

1. Climbing Bud Lighting

Utilise the interesting structure of the Tree's frame, tightly wind lights to the tip of the branches.  
Warm light, lightly twinkling.

01



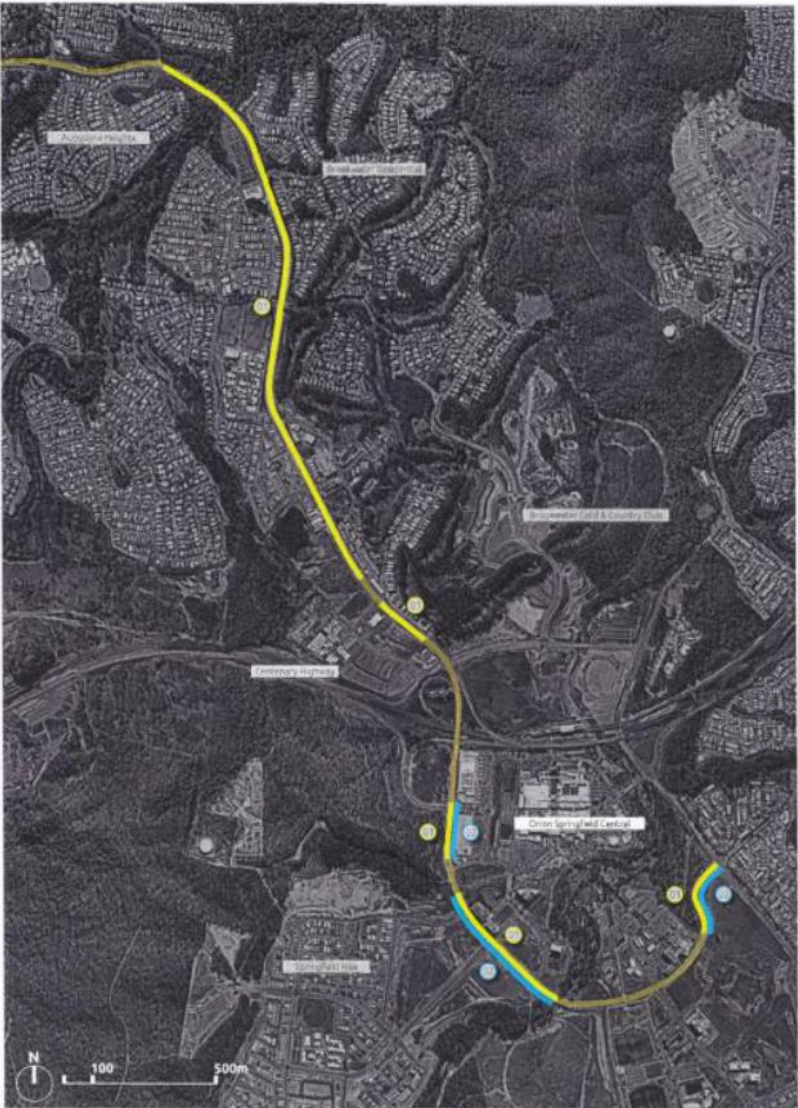
2. Canopy Up-Lighting

Colour change lights to up-light tree's internal structure.  
Colour to be everyday warm white with the ability to be changed for special events and occasions.

02



© 2020/21 NO. 1 | Spelthorpe Gateway Urban Green Tree Lighting Strategy Proposal | REPORT 02



## STAGING

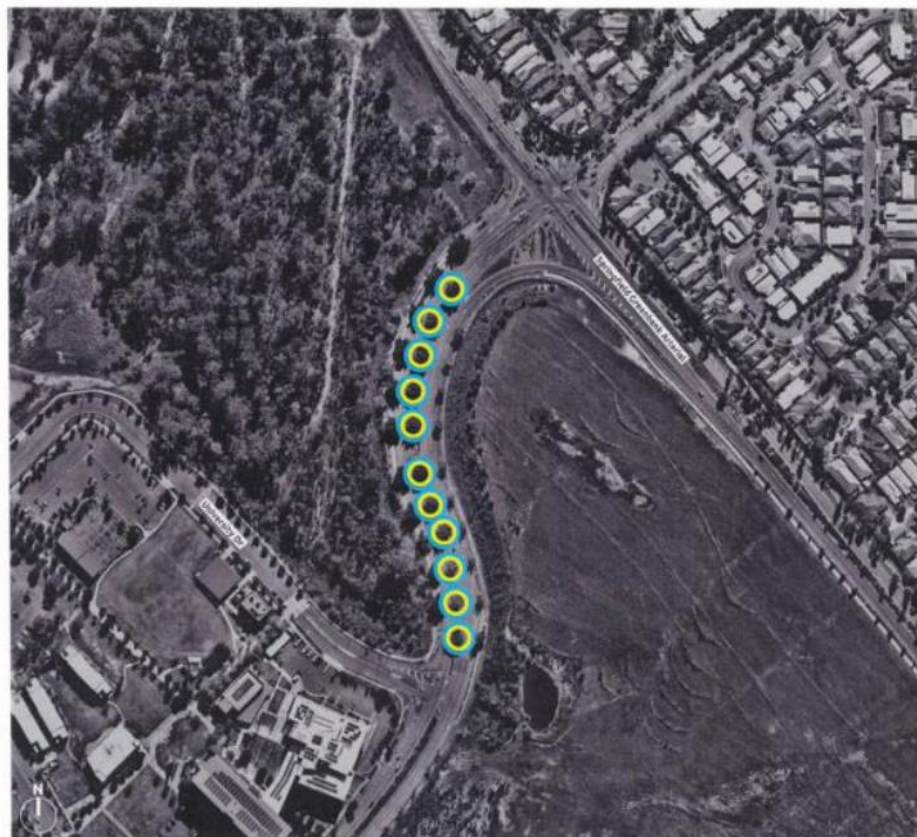
SINNATHAMBY BLVD - SECTION 01

1234567

Combination of both climbing bud lighting & canopy up-lighting



KEY PLAN



CONCEPT PLAN

## STAGING

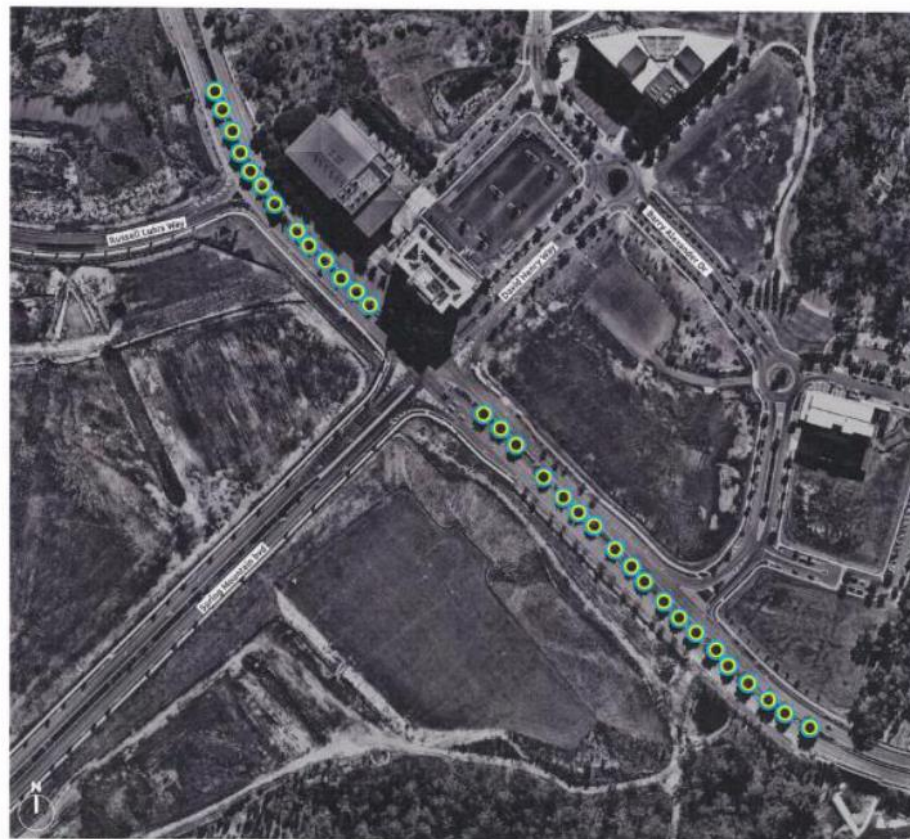
SINNATHAMBY BLVD - SECTION 02

1234567

Combination of both climbing bud lighting & canopy up-lighting



KEY PLAN



CONCEPT PLAN

## STAGING

SINNATHAMBY BLVD - SECTION 03

1234567

Combination of both climbing bud lighting & canopy up-lighting



KEY PLAN



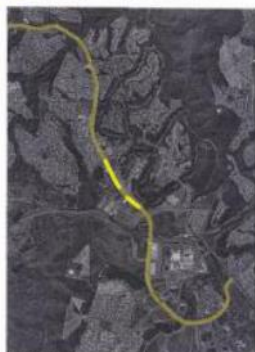
CONCEPT PLAN

## STAGING

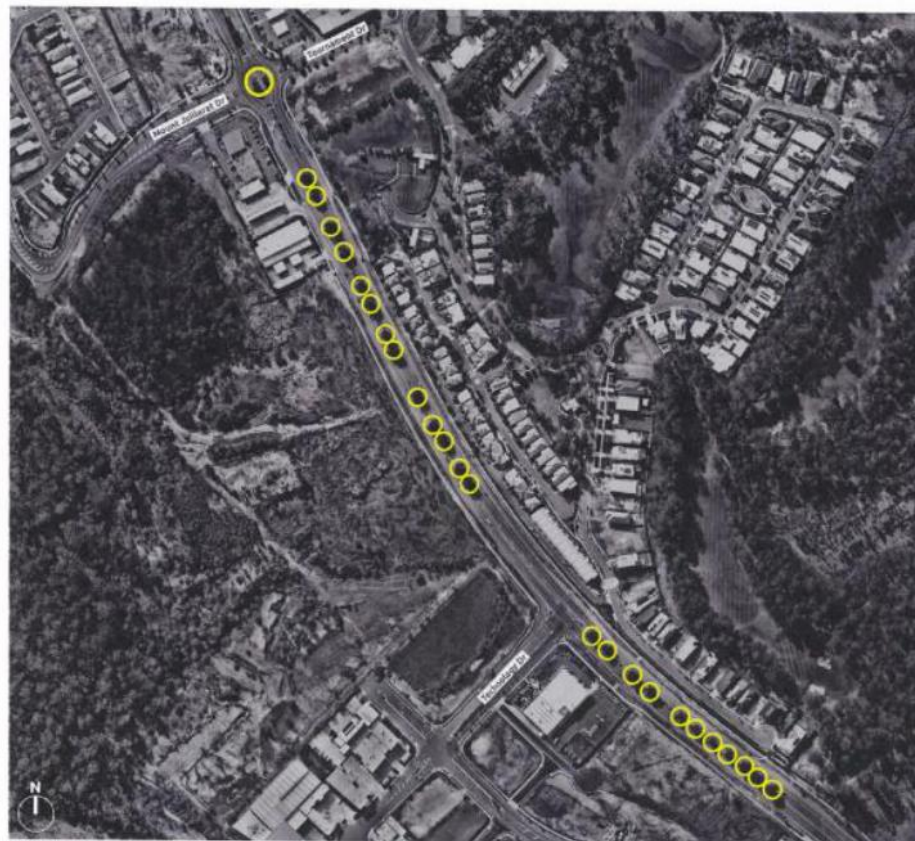
FUTURE STAGING ALONG AUGUSTA PARKWAY

1234567

 Climbing bud lighting to tree



KEY PLAN



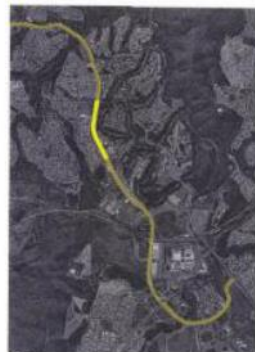
CONCEPT PLAN

## STAGING

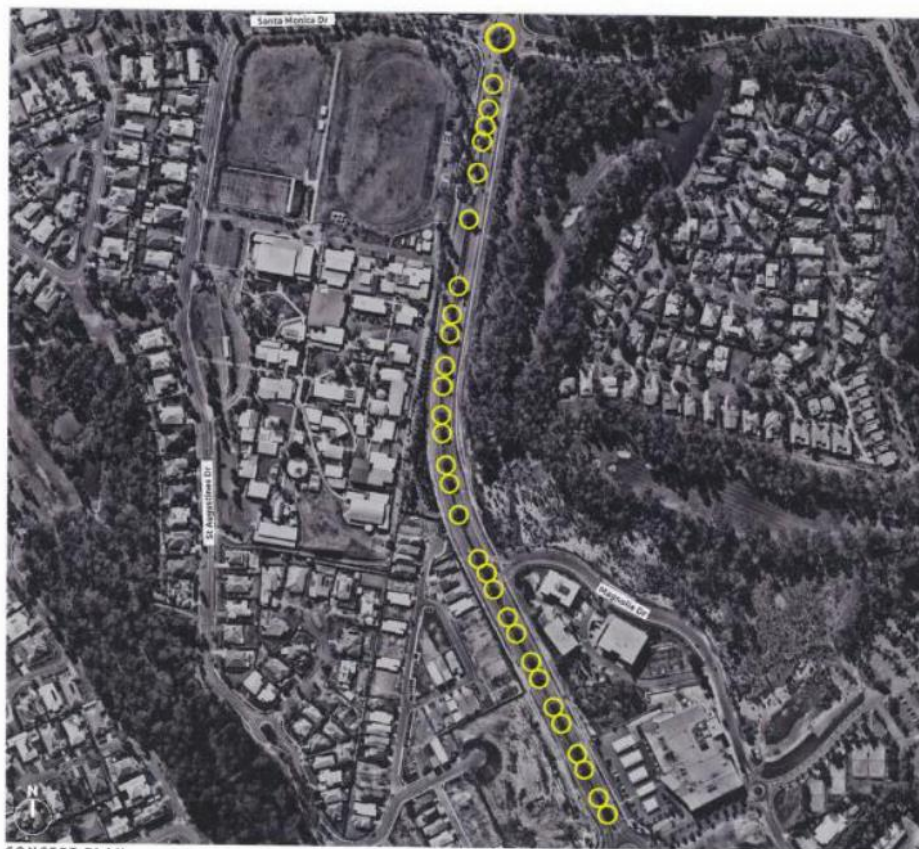
FUTURE STAGING ALONG AUGUSTA PARKWAY

1234567

● Climbing bud lighting to tree



KEY PLAN



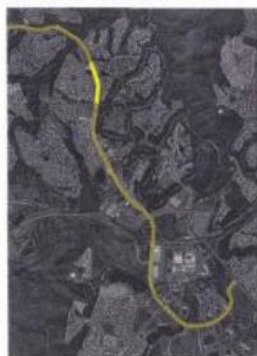
CONCEPT PLAN

## STAGING

FUTURE STAGING ALONG AUGUSTA PARKWAY

1234567

○ Climbing bud lighting to tree



KEY PLAN



CONCEPT PLAN

## STAGING

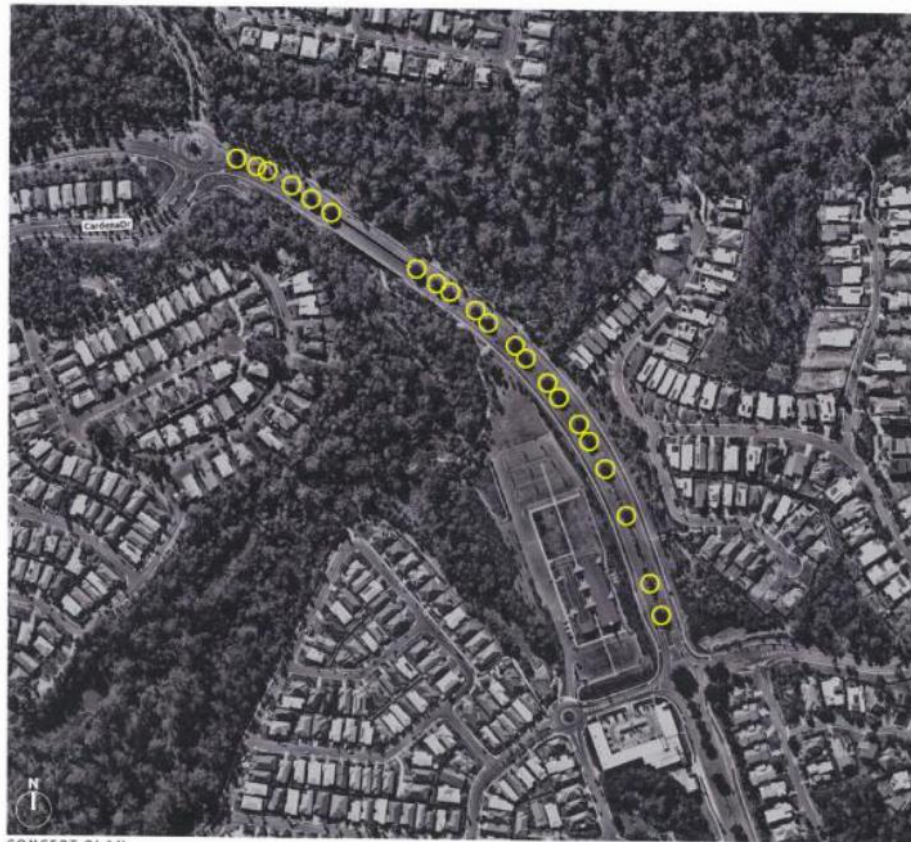
FUTURE STAGING ALONG AUGUSTA PARKWAY

1234567

○ Climbing bud lighting to tree



KEY PLAN



CONCEPT PLAN

## DESIGN INTENT

### SPRINGFIELD LIGHTING STRATEGY

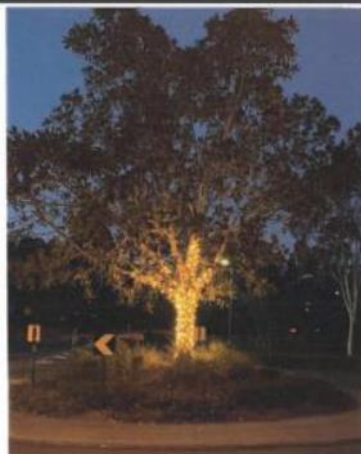
#### 'CLIMBING' BUD LIGHTS

- » Main trunk of tree to be wrapped completely with roped bud lights, extended to 3 main branches, branches to be wrapped 2/3 of the limbs length

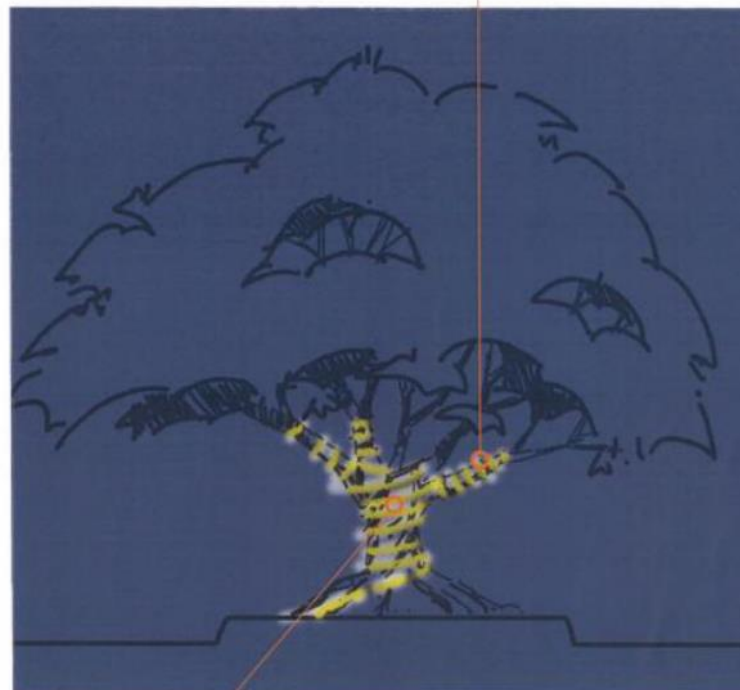
#### PRODUCT INFORMATION

- » LED bud Light 20M, 10cm, 24VDC, Black Cable, GWW
- » Provide long strands of bud lighting that can be used to form around tree with warm white lighting. Each strand is built for permanent installations.
- » Same supplier as 'Light up Brisbane' trees

#### CHARACTER IMAGEERY



Apply roped bud lighting to 3 major branches for a min. length of 1.5 metres.



Tightly wrapped lighting to tree trunk. Provided min. 200mm clearance from ground level

## DESIGN INTENT

### SPRINGFIELD LIGHTING STRATEGY

#### CANOPY UP-LIGHTING

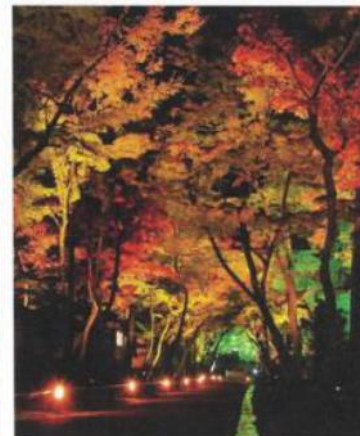
##### PRODUCT INFORMATION

- » In ground
- » Bluetooth connectivity for remote control aiming, dimming, color changing
- » Hardwired DMX connectivity for advanced control (controller supplied by others)
- » Free mobile App for Android and IOS
- » IP68 sealed light engine
- » Colour Changing

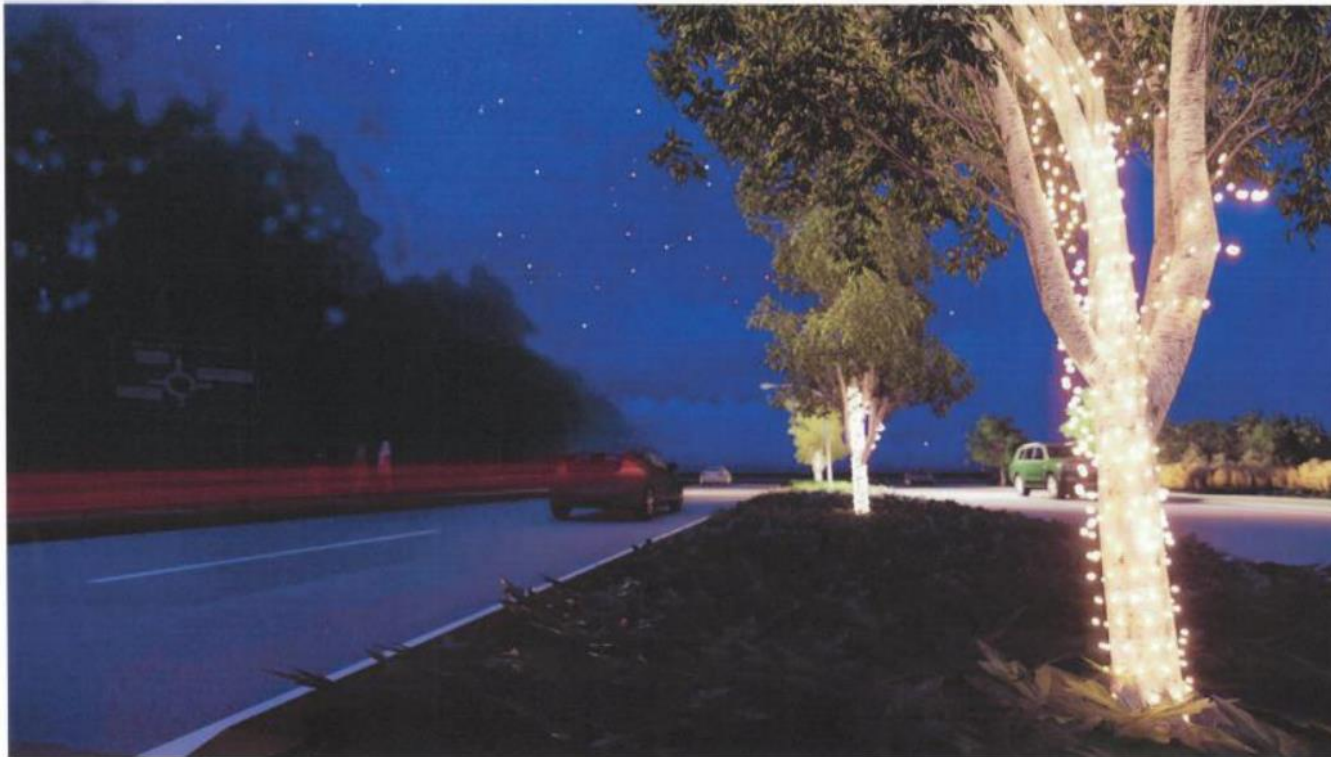
EXISTING FIG TREE



CHARACTER IMAGERY

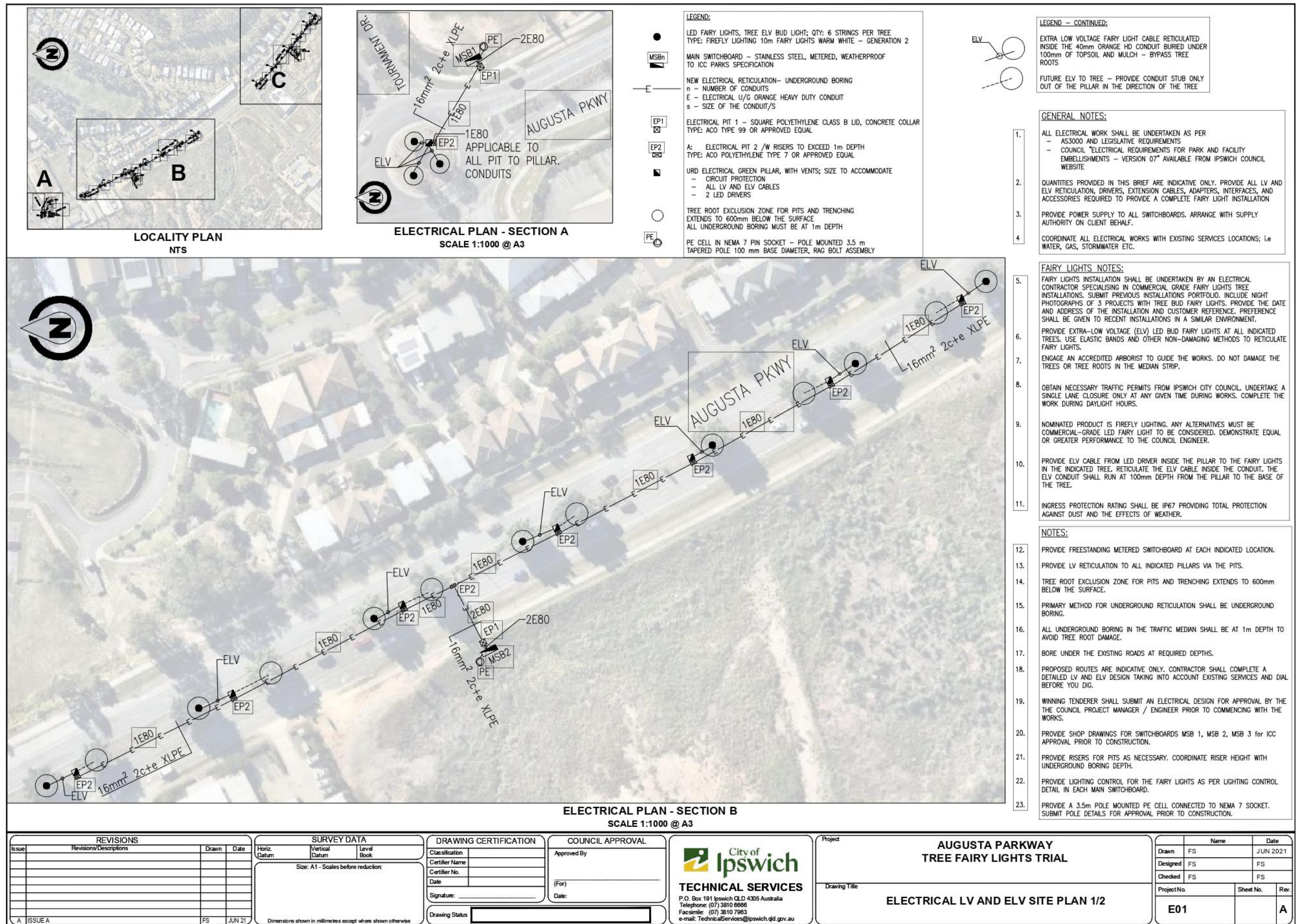


### 3D RENDER



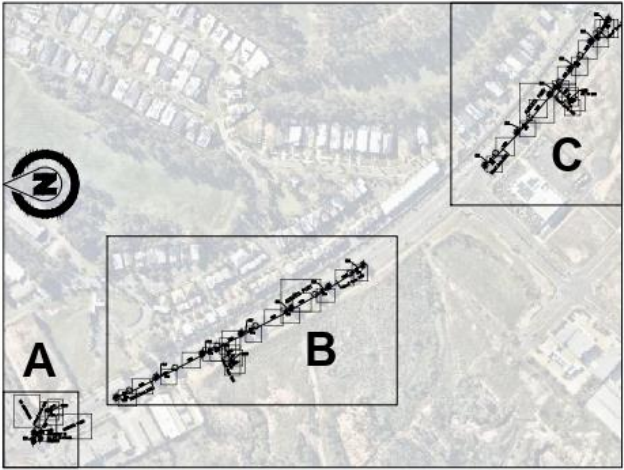
15\_000740 - I Spawco Gateway Urban Street Tree Lighting Strategy Proposal - REPORT [3]



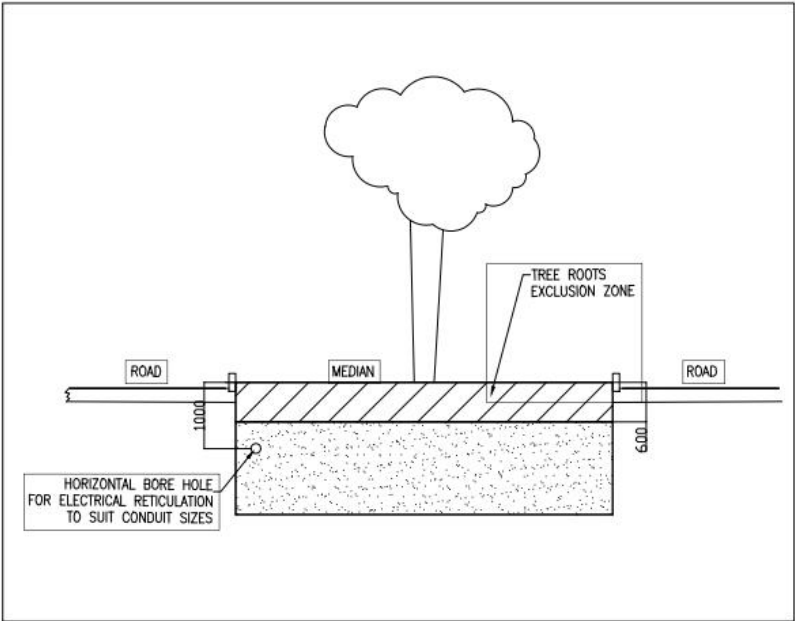




ELECTRICAL PLAN - SECTION C  
SCALE 1:1000 @ A3



LOCALITY MAP  
NTS



U/G BORE DETAIL  
(COORDINATE WORKS WITH OTHER SERVICES, TREES AND ROOTS)

REVISIONS			
Issue	Revisions/Descriptions	Drawn	Date
A	ISSUE A	FS	JUN 21

SURVEY DATA		
Horiz. Datum	Vertical Datum	Level Book
Size: A1 - Scales before reduction		
Dimensions shown in millimetres except where shown otherwise		

DRAWING CERTIFICATION	
Classification	
Certifier Name	
Certifier No.	
Date	
Signature:	
Drawing Status	

COUNCIL APPROVAL	
Approved By	
(For)	
Date:	



**City of Ipswich**  
**TECHNICAL SERVICES**  
P.O. Box 191 Ipswich QLD 4305 Australia  
Telephone: (07) 3810 6868  
Facsimile: (07) 3810 7963  
e-mail: [TechnicalServices@ipswich.qld.gov.au](mailto:TechnicalServices@ipswich.qld.gov.au)

Project	<b>AUGUSTA PARKWAY TREE FAIRY LIGHTS TRIAL</b>
Drawing Title	<b>ELECTRICAL LV AND ELV SITE PLAN 2/2</b>

Name	Date
Drawn FS	JUN 2021
Designed FS	FS
Checked FS	FS
Project No. <b>E02</b>	Sheet No. <b>A</b>

Doc ID No: A7485901

ITEM: 4  
SUBJECT: CAMERON PARK - SWIFTS LEAGUES CLUB  
AUTHOR: PROPERTY SERVICES MANAGER  
DATE: 14 OCTOBER 2021

### **EXECUTIVE SUMMARY**

This is a report concerning the disposal of part of 95A Brisbane Road, Booval or described as part of Lot 169 on RP24111 following a renewed expression of interest received from Swifts Leagues Club Ltd (Swifts). Swifts currently occupy part of the park under a lease with Ipswich City Council (Council) and the lease commenced on 6 September 2001 for a twenty (20) year term with two (2) by ten (10) year options. On the 6 September 2021 the lease rolled over into the first option and the parties have put any lease discussions on hold to consider the expression of interest from Swifts. The renewed expression of interest was formally received by the organisation on 13 September 2021, Swifts expressed an interest in purchasing the land and facility from Council that they currently occupy.

### **RECOMMENDATION**

**That Council receive this report and provide direction on the following options considered in the report:**

- A. Retain the Land - Continue under the terms of the lease between Council and Swifts;**
- B. Direct Disposal of Land to Swifts - Sell the land and facility to Swifts at market value;  
or**
- C. Possible Disposal of Land to Swifts following Community Consultation - Consider selling the land and facility to Swifts at market value after considering the results of community consultation on disposal.**

### **RELATED PARTIES**

Brett McGrath, Property Services Manager and author of the report, has declared a potential conflict of interest in this matter. This potential conflict of interest is being managed by ensuring that Brett McGrath is not a decision-maker and his line managers have carefully reviewed the information being presented to the decision-makers.

### **IFUTURE THEME**

Vibrant and Growing

## PURPOSE OF REPORT/BACKGROUND

Cameron Park is located at 95A Brisbane Road, Booval and is described as Lot 169 on RP24111 (5.729 ha). Swifts has a twenty (20) year lease with two (2) by ten (10) year options for Lease A in Lot 169 on RP24111 (1.119ha), which commenced on 6 September 2001 for the occupation of the land and facility as a sports and recreation club.

Swifts have, for a second time, expressed an interest in purchasing the land and facility from Council that they currently occupy under a lease. A previous decision was adopted at the Council Ordinary Meeting on 27 August 2020 to proceed with the community consultation on the possible disposal of part of Cameron Park to Swifts. Council would then consider the disposal of the land and facility in conjunction with the feedback received from the community consultation. A final recommendation on the disposal of the land would be made by Council, however Swifts declined to proceed with the community consultation process and withdrew the expression of interest. The recommendation was later repealed at the Council Ordinary Meeting on 24 September 2020.

Swifts advised Council that they would exercise the option in the lease for a further ten (10) year term to commence from 6 September 2021. Council reviewed the current lease to establish the responsibilities and obligations of each party before accepting the exercise of the option by Swifts. Although the lease is very broad in terms of the responsibilities for the maintenance, repair and replacement of the assets within the facility, Council have outlined this in the schedule in Attachment 1.

The responsibility for the majority of the repair and replacement of the assets in the facility are with Council as the lessor. Council has received a building condition assessment from an external consultant and has also conducted an assessment of the facility through the Works and Field Services Branch of the Infrastructure and Environment Department. Most of the assets within the facility are deemed to be at end of life and the facility requires a complete refurbishment for its continued use for sport and recreation.

The estimated costs to completely refurbish and maintain the facility over the next ten (10) year term is **\$5,225,619**. This is an estimated cost as assessed by Council and a break-down of the costs is outlined in Attachment 6.

On 13 September 2021, Swifts formally advised Council of an expression of interest in purchasing the land and facility that they currently occupy under the lease. The land that has been identified to be disposed of is Lease D on Lot 169 on RP24111 and has a total land area of 1.367 hectares. The lease plan that is proposed for disposal is identified in Attachment 2.

The below options are to be considered by Council in assessing the Expression of Interest by Swifts:

1. Retain the Land – Continue under the terms of the lease between Council and Swifts.
2. Direct Disposal of Land to Swifts – Sell the land and facility to Swifts at market value.

3. Potential Disposal of Land to Swifts Following Community Consultation – Consider selling the land and facility to Swifts at market value after considering the results of community consultation on disposal.

#### **Option 1 – Retain the Land**

Swifts continue its occupation of the facility under the terms of the lease agreement, taking up the next option until 5 September 2031, with a further ten (10) year option thereafter. The facility is nearing the end of its useful life and will require significant refurbishment to sustain the longevity of the asset. Council will bear the capital costs for the refurbishment of the facility as well as ongoing maintenance, repair and replacement responsibilities of the asset.

The lease is based on non-commercial terms and provides a rent reflective of that offered to community groups. This provides a very low return to Council and the rent received for the facility does not offset the ongoing refurbishment and maintenance cost.

#### **Option 2 – Direct Disposal of Land to Swifts**

Under section 236 of the *Local Government Regulation 2012 (Qld)* (Regulation), Council can dispose of a valuable non-current asset without going through the tender and auction requirements under section 227 of the Regulation, if the disposal is to a community organisation (refer to section 236(1)(b)(ii)), and Council (before the disposal) has decided by resolution that the exception contained in section 236(1) may apply.

In determining a Community Organisation, schedule 8 of the Regulations defines it as:

“Community Organisation” means—

- (a) an entity that carries on activities for a public purpose; or
- (b) another entity whose primary object is not directed at making a profit.

Swifts Leagues Club Ltd is a public company limited by guarantee registered with the Australian Securities and Investments Commission (ASIC). Swifts is a not-for-profit entity and under Rule 3(2) of the Swifts’ constitution it provides that the objects of the organisation are ‘for the benefit of the local or general community’.

Further, rules 5.1 and 6 provide that the organisation’s income must be applied to its objects and that the income and property of the organisation cannot be provided to its members. Further, upon a winding up, rule 112 provides that the property held by Swifts must be provided to an organisation with similar objects.

On the basis of the above, Swifts may be regarded as a community organisation for the purposes of the Regulation. Council can directly dispose of the land and facility to Swifts, when Council declare the land is surplus to Council’s requirements and Council resolve that the exception under the Regulation applies and Council may dispose of the land to Swifts, who are a ‘community organisation’.

### **Option 3 – Possible Disposal of Land to Swifts Following Community Consultation**

As with Option 2, Council can dispose of the land and facility to Swifts if the land is declared surplus to Council's requirements in accordance with the exception under 236 (1) (b) of the Regulation, that Swifts is a "community organisation". With Option 3, the intent is to engage with the local Ipswich community to determine its support prior to the disposal of the land and facility to Swifts. This would be a joint public consultation and Swifts will be required to provide a high-level overview of their proposal to purchase the land and facility, which will form the basis of the consultation.

It is recommended that an independent, third party professional be engaged to undertake the public consultation process and that both Council and Swifts split the cost of this service. Council and Swifts will agree to the scope and plan to form the basis for the Community Consultation guided by the expertise of the external consultant.

The final determination of the public consultation is subject to Council being satisfied with the outcome of the community consultation process and that the sale to Swifts is, overall, in the best interests of the community.

### **LEGAL/POLICY BASIS**

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

*Local Government Act 2009*

*Local Government Regulation 2012*

*Planning Act 2016*

### **RISK MANAGEMENT IMPLICATIONS**

Option 1 – The facility is nearing the end of its useful life and there is a moderate risk of asset failure if Council does not undertake refurbishment and repairs to the facility. The estimated cost of refurbishment of the asset is significant.

Option 2 - Swifts has undertaken community consultation and Council has determined the results of it as unsatisfactory, there is a low to moderate risk of community concern and adverse reaction to a direct sale of the asset, without further community consultation.

Option 3 – There is a moderate risk that at the conclusion of the community consultation that the support for the sale of the asset to Swifts may be determined as not in the best interests of the community.

### **HUMAN RIGHTS IMPLICATIONS**

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The Recommendation for Council to receive the report and provide direction on the options considered in the report. The

	decision will involve the disposal of land to a community organisation.
(b) What human rights are affected?	Recognition and equality before the law (section 15) Property rights (section 24)
(c) How are the human rights limited?	Yes, it is important that community and government organisations be given opportunity to acquire land for the development of public infrastructure.
(d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable?	Yes, the limitations of disposing of the land without an open market process through a tender or auction does not restrict the purpose of disposing of the land. The land will be disposed of to a community organisation.
(e) Conclusion	The decision is consistent with human rights.

### FINANCIAL/RESOURCE IMPLICATIONS

If option 2 or 3 are adopted, Council will need to dispose of the land and facility in accordance with the *Local Government Regulation 2012*. Under section 236 (3) of the Regulation, Council can only dispose of the asset at equal to, or more than, market value. This will require an assessment by a registered valuer to determine the market value at the time of the sale.

If Council does not dispose of the proposed land and facility then Swifts will continue with the lease. Council will have significant capital cost outlays for the refurbishment and maintenance to the facility over the next ten (10) year term.



### COMMUNITY AND OTHER CONSULTATION




Community consultation on the proposed sale was completed by Swifts in 2019 and the results of this were determined as unsatisfactory and not supported by Council. It is recommended that a community consultation process be undertaken by an independent third-party professional to consider the expression of interest by Swifts. Council will provide a final recommendation based on the results of the public consultation, determining whether the disposal of the land and facility to Swifts Leagues Club is, overall, in the best interests of the community.

### CONCLUSION

Given that the facility is at the end of its useful life and requires capital repairs and refurbishment, it is recommended that Council review the three options in consideration of Swifts expression of interest to purchase the land and facility they currently lease.

### ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Responsibility for Maintenance, Repair and Replacement of Asset 
2.	Proposed Plan and Current Plan of Leases - Swifts Leagues Club 

3.	Lease Agreement - Swifts Leagues Club <a href="#">↓</a> 
4.	Lease Amendment - Swifts Leagues Club <a href="#">↓</a> 
5.	Expression of Interest from Swifts Leagues Club - 13 September 2021 <a href="#">↓</a> 
	CONFIDENTIAL
6.	Confidential Background Paper - Memorandum

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.

Sean Madigan

**ACTING GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT**

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

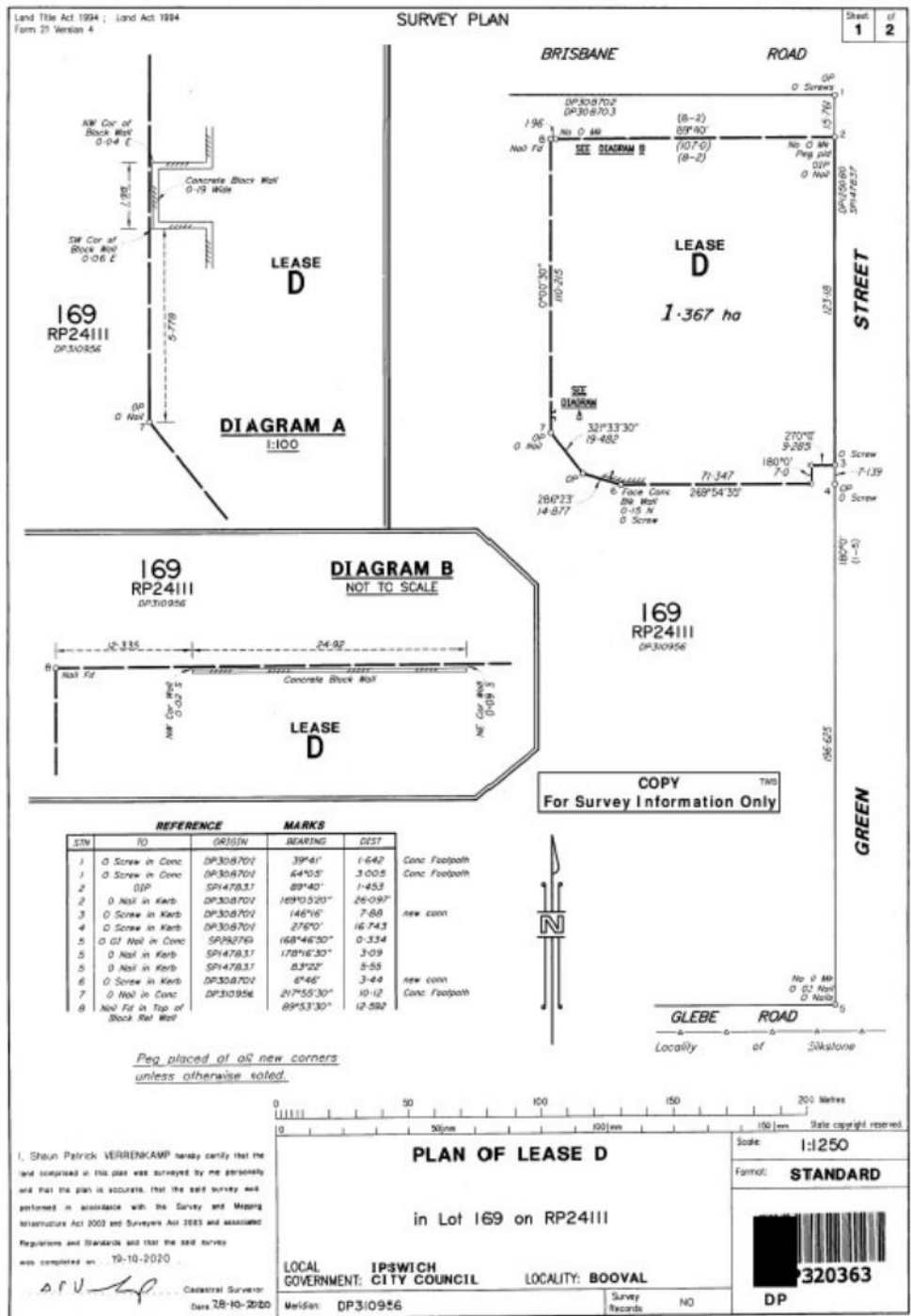
Item 4 / Attachment 1.

Asset	Replace	Repair	Maintain
All Fire and Emergency Assets	Lessee	Lessee	Lessee
Air Conditioning	Lessor	Lessor	Lessee
HVAC	Lessor	Lessor	Lessee
Cold Room	Lessor	Lessor	Lessee
Lift and Vertical Transport	Lessor	Lessor	Lessee
Kitchen Exhaust	Lessor	Lessor	Lessee
Grease Trap	Lessor	Lessor	Lessee
Lighting	Lessor*	Lessor*	Lessee
Painting (Internal)	Lessee	Lessee	Lessee
Painting (External)**	Lessor	Lessor	Lessee
Doors & Windows	Lessee*	Lessee*	Lessee
Floor Coverings	Lessor	Lessor	Lessee
Bathrooms (Structural & excluding fitting) <ul style="list-style-type: none"> <li>▪ Pedestals &amp; sinks</li> <li>▪ Cabinetry</li> <li>▪ Floor and wall covering</li> </ul>	Lessor	Lessor	Lessee
Kitchen (Structural & excluding fitting) <ul style="list-style-type: none"> <li>▪ Cabinetry</li> <li>▪ Sinks and Plumbing</li> </ul>	Lessor	Lessor	Lessee
All tapware and fittings	Lessee	Lessee	Lessee
Roof & Gutters	Lessor	Lessor	Lessee
Building Structures	Lessor	Lessor	Lessee
Electrical infrastructure	Lessor	Lessor	Lessor
Plumbing Infrastructure	Lessor	Lessor	Lessee
Gas Infrastructure	Lessor	Lessor	Lessee
All Connected Services	Lessee	Lessee	Lessee
Waste Management	Lessee	Lessee	Lessee
Security	Lessee	Lessee	Lessee
Hardstand (Driveway & Carpark)	Lessor	Lessor	Lessee
Gardens & Recreation Playing Surfaces	Lessee	Lessee	Lessee
All Equipment and Chattels <ul style="list-style-type: none"> <li>▪ Ovens, cooktops, ventilation, dishwasher</li> <li>▪ All cooking appliances and whitegoods</li> <li>▪ Bar equipment and appliances</li> <li>▪ Cutlery, glassware and serving</li> <li>▪ Furnishings &amp; decorations</li> </ul>	Lessee	Lessee	Lessee
Pest Control	Lessee	Lessee	Lessee

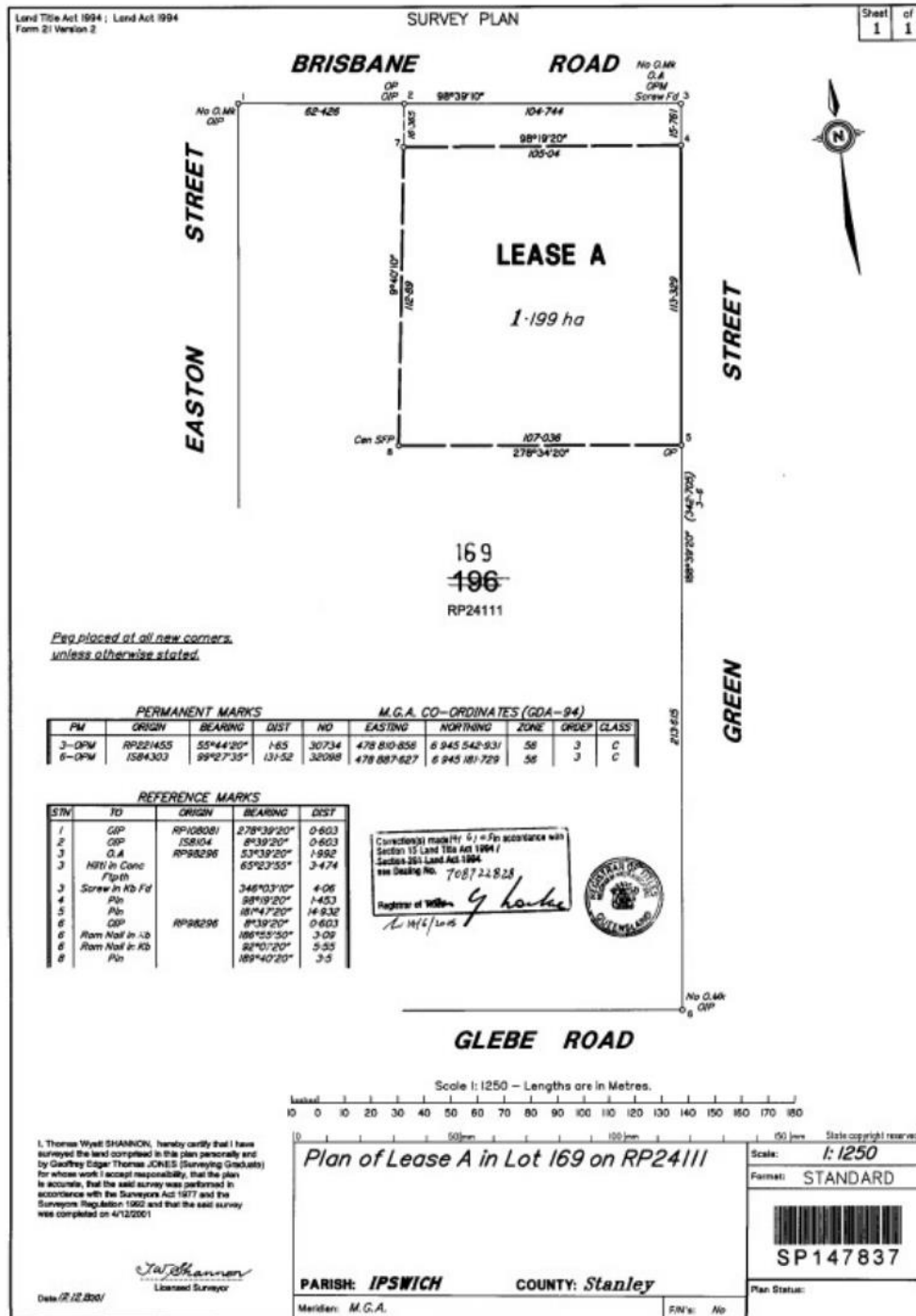
\*The Lessee will be responsible where breakages occur.

\*\* If the Lessee wants to paint the external building a specific colour then they will be responsible for the replacement, repair and maintenance.

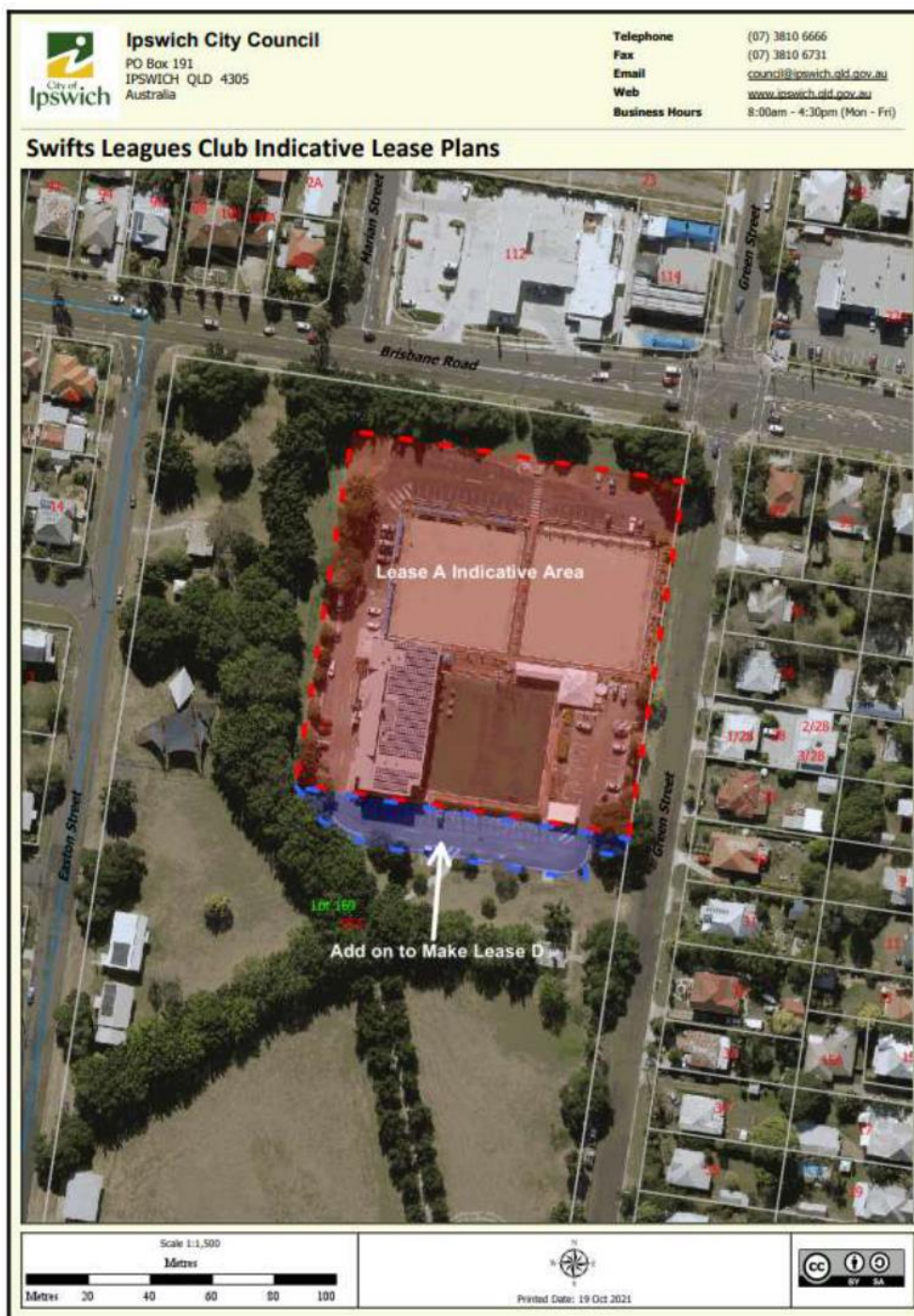
**Proposed Plan of Lease D**



Current Plan of Lease A



Indicative Map



Item 4 / Attachment 3.

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

LEASE/SUB LEASE

Form 7 Version 5  
Page 1 of 34

Duty Imprint

708579898

Authority of the Land  
Title Act 2000 and is used for the  
registrars in the land registry

Queensland Duty Paid \$...342...65  
on Original Instrument  
Lodgement No...012...585...186-9  
Signed: ...ACLU... 07/12/09

1. Lessor	Lodger (Name, address & phone number)			Lodger Code
IPSWICH CITY COUNCIL formerly COUNCIL OF THE CITY OF IPSWICH	Ipswich City Council 50 South Street Ipswich Qld 4305 Tel: (07) 3810 6666			117
2. Lot on Plan Description	County	Parish	Title Reference	
Lot 169 on RP 24111	Stanley	Ipswich	11285053	
3. Lessee Given names	Surname/Company name and number		(include tenancy if more than one)	
	Swifts Leagues Club Ltd ACN 010 165 045			
4. Interest being leased	Fee simple			
5. Description of premises being leased	Lease A in Lot 169 on RP 24111 on SP 147837			
6. Term of lease	7. Rental/Consideration			
Commencement date: 06/09/2001	See attached schedule			
*Expiry date: 05/09/2021				
**Options on page 7				
*not required for leases in a retirement village **insert nil if no option				

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

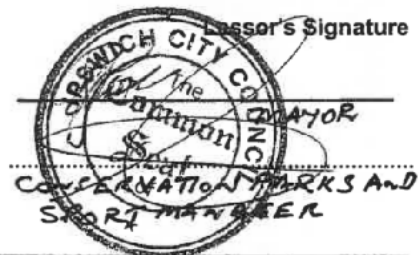
Witnessing Officer

Execution Date

Lessor's Signature

*Lynette Therese O'Leary* signature  
LYNETTE THERESE O'LEARY full name  
Justice of the Peace (Qualified) qualification  
Registration No. 22634

23 / 11 / 04.



9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer

Execution Date

Lessee's Signature

*Therese Marie Young* signature  
THERESE MARIE YOUNG full name  
JP (Qual) qualification  
Reg. No. 92360

15 / 10 / 04

*Therese Marie Young* Lessee's Signature  
CHAIRMAN OF DIRECTORS  
SECRETARY  
SWIFTS LEAGUES CLUB LTD  
A.C.N. 010 165 045



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**ITEMS SCHEDULE**

<b>Item 1</b>	Lessor:	Ipswich City Council
	Address for service:	50 South Street Ipswich Qld 4305
	Trust Deed:	Not Applicable
<b>Item 2</b>	Lessee:	Swifts Leagues Club Ltd
	Address for service:	95 Brisbane Road Booval Qld 4304
<b>Item 3</b>	First year's Rent:	\$4,450.00
<b>Item 4</b>	Period of Option:	10 years
<b>Item 5</b>	Rent Increase:	As provided in clause 3.2
<b>Item 6</b>	Review Date:	Each anniversary of the Commencement Date
<b>Item 7</b>	Amount of Bank Guarantee:	Not applicable
<b>Item 8</b>	Permitted Use:	Sports and Recreation Club
<b>Item 9</b>	Times of Use of Premises:	8:00am - 2:00 am
<b>Item 10</b>	Amount of Public Liability Insurance:	\$10 000 000.00

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The following are provisions which are capable of being covenants and conditions in the Lease

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### 1. DEFINITIONS

In this **Lease**:

#### 1.1 Items

Are the items in the Items Schedule.

#### 1.2 Building

Means the improvements contained in the premises.

#### 1.3 Council

Means the Ipswich City Council, its successors and assigns and any Officer of the Ipswich City Council authorised to administer the relevant provisions of the **Lease**.

#### 1.4 Council Property

Means all plant and equipment, fixtures, fittings, furniture, furnishings and decorations and other property in, on or fixed to the Premises that are made available by the Council.

#### 1.5 CPI

Means the Consumer Price Index for Brisbane (All Groups) published by the Australian Bureau of Statistics. If the CPI no longer exists it means an index that the President of the Law Society of Queensland decides reflects changes in the cost of living in South East Queensland.

#### 1.6 GST

Means any goods and services or similar tax imposed at the point of sale or time of supply on the supply of goods, services or other things in Australia.

#### 1.7 Input Tax Credit

Means any GST paid on the supply of goods, services or other things for which the recipient of the supply is entitled to a refund or a credit against other GST otherwise payable by the person.

#### 1.8 Insolvent

Means:

- (a) for a natural person
  - (i) the committing of an act of bankruptcy;
  - (ii) being made bankrupt; or
  - (iii) being subject to an arrangement under Part IV of the Bankruptcy Act 1966; and
- (b) for a corporation:
  - (i) being wound up;
  - (ii) having an official manager appointed;
  - (iii) being subject to an order for winding up or reconstruction; or

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- (iv) having a receiver a receiver and manager an agent in possession a trustee or guardian appointed to the property of the corporation.
- (c) for an incorporated association:
  - (i) being wound up pursuant to section 89 of the Associations Incorporation Act 1981;
  - (ii) being wound up pursuant to section 90 of the Associations Incorporation Act 1981;
  - (iii) incorporation being cancelled pursuant to section 93 of the Associations Incorporation Act 1981.

**1.9 Insured Risks**

Means those disabling causes against which the Lessor insures

**1.10 Land**

Means the land in Item 2 of the Form 7

**1.11 Lease**

Includes a tenancy arising:

- in contract, by operation of law, in equity or by other means;
  - from the Lessee entering into occupation of the **Premises**;
  - from the Lessee paying the whole or part of the rent; or
- from the execution of the Form 7.

**1.12 Lessee's Property**

Means all plant and equipment, fixtures, fittings, furniture, furnishings and decorations and other property in, on or fixed to the Premises that are not Council's Property.

**1.13 Manager**

Means the Manager of the Conservation, Parks and Sport Department of Council.

**1.14 Premises**

- the land in Item 5 of the Form 7;
- all improvements on that land; and

The Council's property installed in or on the land or improvements

**1.15 Services**

Means the services provided by Council or other authorities to the Land, including but not limited to, electricity, gas, water, sewerage, air conditioning, fire control and communications together with all plant and equipment relating to those services.

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2. DURATION OF LEASE

2.1 Duration

The **Lease** commences on the Commencement Date in Item 6 of the Form 7 and expires at midnight on the Expiry Date in Item 6 of Form 7.

2.2 Option for Further Lease

If a further period is stated in **Item 4** and the Lessee:

- (a) gives the Council not more than six months but not less than three months notice before the Expiry Date;
- (b) is not in breach of the Lease in respect of which the Council has given to the Lessee notice at the time:
  - (i) when the Lessee gives notice; or
  - (ii) on the Expiry Date;

the Council must grant the Lessee a **Lease** for the period in **Item 4** on the terms of this **Lease**,

**But:**

- the rent for the first year of the new **Lease** must be 10% of the unimproved value of the Land as at 6/9/2021, or the rent for the last year of this **Lease**, whichever is the greater.
- the Council may make other amendments which it reasonably considers necessary to reflect any changes in the Premises or the management of the Building; and
- the new Lease will not contain this option.
- on each review date the rent increases to 10% of the unimproved value of the Land as at the review date or the rent of the previous lease year, whichever is the greater.

For the purposes of this clause, the "unimproved value of the Land" has the same meaning as in the Valuation of Land Act 1944 and, if the amount of the unimproved value of the Land has been determined under that Act under a valuation current as at 6/9/2021, will as at that date be that amount.

2.3 Monthly Tenancy when Lease Expires

If the Lessee occupies the **Premises** after the Expiry Date or earlier termination of the **Lease** with the consent of the Council, it does so as a monthly tenant on the following terms:

(a) Term

The conditions of the tenancy are the conditions in the **Lease** which apply on the Expiry Date save and except the Lessee must pay on twelfth of the rent in **Item 3** per month without demand.

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(b) Termination

The Council or the Lessee may terminate the monthly tenancy on any day by giving one month written notice to the other.

3. LESSEE'S PAYMENTS

3.1 Rent

Each lease year, the Lessee must pay the rent in **Item 3** annually in advance on the Review Dates without demand.

3.2 Increase in Rent

On each of the first five review dates the rent increases to 5% of the unimproved value of the Land as at the review date or the rent for the previous lease year, whichever is the greater, and on each other review date the rent increases to 10% of the unimproved value of the Land as at the review date or the rent for the previous lease year, whichever is the greater.

For the purposes of this clause, the "unimproved value of the Land" has the same meaning as in the Valuation of Land Act 1944 and, if the amount of the unimproved value of the Land has been determined under that Act under a valuation current at a particular review date, will as at that review date be that amount.

3.3 Specific Tenancy Charges

The Lessee must

- (a) pay the Council within 30 days of receipt of invoice:
  - (i) all local authority rates and charges for the **Premises**; and
  - (ii) all premiums for the insurances which the Council has in respect of the **Premises**;
- (b) Pay on time all assessments it receives for services supplied to the **Premises**, including water, electricity, gas and telephone.

3.4 Stamp Duties and Costs

The Lessee must pay:

(a) Stamp Duties

stamp duties, which include duties payable on:

- the **Lease**;
- an assignment of **Lease** (including a deed of consent);
- a subletting (including a deed of consent);
- a licence (including a deed of consent); and
- the surrender or termination of the **Lease** other than at the Expiry Date;

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(b) Costs

costs, which include the Council's reasonable legal and other costs, charges and expenses incidental to:

- preparing negotiating, stamping and registering the **Lease**;
- preparing a plan to include in the **Lease**;
- an application for consent even if consent is not given;
- an assignment subletting or dealing with the **Lease** even if the dealing does not proceed;
- a surrender, termination or attempted termination of the **Lease**;
- any lawful notice given to the Lessee pursuant to the **Lease**;
- the Council re-entering or attempting to re-enter the **Premises**;
- any proceedings which the Council brings to enforce the Lessee's performance of the **Lease**; and
- any other costs which the Council incurs because the Lessee breaches the **Lease**; and

(c) Registration Fees

- registration fees, including those payable on:
- the **Lease**;
- any plan necessary for its registration;
- any amendment or variation;
- any assignment or transfer;

a surrender.

3.5 GST

(a) Payments exclusive of GST

All amounts which the Lessee is required to pay to the Council under this **Lease** (including but not limited to rent) are exclusive of GST.

(b) Gross up for GST

If the Council is required to pay GST for a supply by the Council under this Lease, the Lessee must pay an additional amount to the Council equal to the GST payable. Any such additional amount must be paid by the Lessee to the Council on the due date for payment of the supply on which the GST is payable.

(c) Tax Invoice

The Council must not later than seven days before the date the Lessee is required to pay to Council the increased amount for GST (or such other period as may be prescribed by law) provide to the Lessee a tax invoice.

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(d) Recovery of Outgoings

If a payment to a party under this Lease is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost of expense.

**3.6 Bank Guarantee**

(a) Giving a Bank Guarantee

Before the **Lease** starts, the Lessee must give to the Council a bank guarantee.

(b) Form

The bank guarantee must:

- (i) be given by a bank and be in a form, approved by the Council;
- (ii) not have an expiry date;
- (iii) undertake to pay unconditionally to Council and without notice to the Lessee; and
- (iv) be for an amount not less than the sum specified in Item 7.

(c) Demanding Payment

If the Lessee does not comply with any of its obligations under this Lease, the Council may demand payment under the bank guarantee without notice to the Lessee. The Council must put any sum paid to it under the bank guarantee towards complying with those obligations.

(d) Additions or Replacements

If the Council receives payment under the bank guarantee under this clause 3.6, the Lessee must give the Council an additional or replacement bank guarantee on demand so that the amount of the bank guarantee is always the amount in Item 7.

(e) Assignment

The Council may assign the bank guarantee to any person to whom it assigns its interest in this Lease. If the bank guarantee is not assignable, or if the Council otherwise reasonably requires a replacement bank guarantee for the benefit of that person, the Lessee must promptly give a replacement guarantee to that person when asked by the Council.

(f) Lessee's Actions

The Lessee must not do anything that could delay or prevent the Council from demanding payment under the bank guarantee.

(g) Returning bank guarantee

After this **Lease** expires or is terminated and all of the Lessee's obligations under this

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Lease have been complied with, the Council must return to the Lessee the Bank Guarantee (or the part of the Bank Guarantee not drawn down).

#### 4. USE OF PREMISES

##### 4.1 Permitted Use

- (a) The Lessee must use the premises only for the purposes in **Item 8** and associated storage;
- (b) The Lessee represents and warrants that it has relieved exclusively on its own enquiries in connection with this Lease and not on any representation or warranty made by the Council or on the Council's behalf except as set out in the **Lease** and that the Council has not represented and warranted that the **Premises** are suitable or may be used for the use in **Item 8**.

##### 4.2 Uses with Written Consent

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

- use the Premises at any times other than those specified in **Item 9**;
- use any form of light, power or heat other than electrical current or gas supplied through meters (except auxiliary power or lighting, other than an exposed flame, during power failures or restrictions) on the **Premises**;
- interfere with any services to the **Premises**.

If the Lessee wishes to seek the **Council's** consent under this clause, the Lessee must apply to the **Council** for the consent at least 3 months prior to the date on which the Lessee wants the consent to be given.

##### 4.3 Alcohol and/or Gambling

- (a) If the Lessee wishes to sell liquor and/or allow the conduct of gaming on the **Premises**, the Lessee must first apply in writing to the **Council** for the **Council's** consent and must not do so unless and until the Lessee has the **Council's** consent.
- (b) In the event that the **Council** consents to the sale of liquor on the **Premises**, the Lessee will only allow the sale of liquor on the **Premises**:
  - during the permitted hours of use of the **Premises** in **Item 6**; and
  - in accordance with a licence or permit issued under the Licensing Laws.
- (c) In the event that the **Council** consents to allow the conduct of gaming on the **Premises** (including but limited to the installation and operation of gaming machines), the Lessee will only allow gambling on the **Premises**:
  - during permitted hours of use of the **Premises** in **Item 6**; and
  - if authorised by law and in accordance with any licence or permit required under the Licensing Laws.
- (d) The Lessee will pay all fees associated with liquor and/or the conduct of gaming on the **Premises** including any fees payable by the **Council**.

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- (e) If required by the **Council** and to the extent permitted by the Licensing Laws, the Lessee must on the Expiry Date (or the earlier termination of the **Lease**) or any later date required by the **Council**:
- (i) appoint the **Council** (or a person nominated by the **Council**) to be the Lessee's agent to manage, superintend and conduct the business at the **Premises** under any licence or permit under the Licensing Laws relating to the **Premises** until the earliest of:
- the date on which any such licence or permit is transferred from the Lessee to the **Council** or any other person;
  - the date on which the **Council** or any other person obtains an equivalent licence or permit relating to the **Premises**; and
  - the date specified by the **Council**; and
- (ii) must apply for permission under the Licensing Laws covering the absence of the Lessee or its nominee from the **Premises** during the period to which paragraph (i) applies.
- (f) If required by the **Council** and to the extent permitted by the Licensing Laws, the Lessee must on the Expiry Date (or earlier termination of the **Lease**) or at any subsequent time immediately do everything required by the **Council** in order to enable or apply for the transfer of any licence or permit under the Licensing Laws relating to the **Premises** from the Lessee to the **Council** or any other person nominated by the **Council**.
- (g) Unless the Lessee has the **Council's** prior consent, the Lessee must not seek or allow, and must do everything within its power to prevent:
- the lapsing, surrender or termination;
  - the extension or application to any other premises;
  - the endorsement of any condition; or
  - any transfer, removal or variation,
- of any licence or permit under the Licensing Laws relating to the **Premises**.
- (h) If the **Council** asks, the Lessee must within 7 days:
- give to the **Council** copies of any returns or declarations relating to any licence or permit under the Licensing Laws relating to the **Premises** and that the Lessee is required to lodge, give or make; and
  - give to the **Council** any other documents, and do any other things, required by the **Council** to allow or assist the **Council** in complying with its obligations under the Licensing Laws in relation to the **Premises**.

**4.4** In this clause 4.3, a reference to the "Licensing Laws" is to any law relating to the sale of liquor and/or the conduct of gaming, including the Liquor Act 1992 and the Gaming Machine Act 1991. **Compliance**

The Lessee must comply with all laws and local government requirements which relate to:

- The **Premises**;
- The **Council's Property**; and

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The Lessee's use and occupation of the **Premises**.

### 4.5 Management

The Lessee must comply with the reasonable requirements of the Council or the **Manager** in relation to the proper management of the **Premises**, for example cleanliness, control of vermin, emergency drills and procedures, and installation, operation and maintenance of equipment.

### 4.6 Proper Use of Facilities

- (a) The Lessee must use the toilets, sinks, drainage and plumbing facilities in the **Premises** only for the purpose for which they were constructed or provided, and must not deposit any rubbish in those facilities.
- (b) The Lessee must promptly make good any damage it causes or caused by the Lessee's employees, members, guests or invitees to the reasonable satisfaction of the Council.
- (c) The Lessee must only prepare or cook food in an area installed for those purposes.
- (d) The Lessee must comply with all current state and federal government legislation and requirements.

### 4.7 Prohibitions

The Lessee must not:

- (a) obstruct access to, overload or otherwise interfere with or damage Services;
- (b) damage or destroy anything on the Land;
- (c) do anything dangerous, noxious, annoying, offensive, immoral or illegal on the Land;
- (d) do anything to pollute the Land or its environment;
- (e) without the Council's approval, keep or use inflammable explosive or volatile materials on the **Premises**; or
- (f) lodge a caveat against the title to the Land unless this Lease must be registered to protect the Lessee's interests under it and the caveat protects those interests until registration.

### 4.8 Signs and Installations

- (a) Display

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

- (b) Consent

The Council will consent to signs and installations which are of a standard and quality in keeping with the **Premises**.

### 4.9 Cleaning

The Lessee must:

- (a) keep the **Premises** thoroughly clean;

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- (b) keep the **Premises** free from weeds and pests;
- (c) remove any useless property from the **Premises**;
- (d) remove all wet refuse daily and all other refuse periodically from the **Premises**; and
- (e) store all refuse in proper receptacles in the **Premises**.

## 5. REPAIRS AND ALTERATIONS

### 5.1 Structural Work

The Lessee is not obliged to do structural work unless that work is needed because of:

- (a) the Lessee's act, neglect or fault;
- (b) the Lessee's particular use of the **Premises**;
- (c) the number and sex of the Lessee's employees or members;
- (d) damage caused by vandalism, wilful destruction, wilful damage or graffiti (regardless of who does it) or by a risk for which the Lessee is required to hold insurance under the **Lease** (regardless of whether the Lessee actually holds insurance against the risk or can recover on any insurance and regardless of whether the risk also happens to be an **Insured Risk**);
- (e) an express requirement in this **Lease** to do structural work; or
- (f) risk management issues.

### 5.2 Specific Repairs and Maintenance

The Lessee must promptly and at its expense;

- (a) Paint and Internal Finishes

restore the finishes of the interior of the **Premises** to their original condition in a proper and workmanlike manner to the satisfaction of the Council as often as the Council reasonably requires; and

- (b) Replace Breakages

Repair and replace all:

- (i) broken glass (irrespective of the cause) with glass of the same or substantially similar quality
- (ii) damaged or broken heating, lighting and electrical equipment (including light globes, fluorescent tubes and field lighting); and
- (iii) damaged, broken or blocked plumbing on the **Premises**;

- (c) Landscape

- (i) properly maintain the grounds which comprise part of the Premises, and keep them tidy;

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- (ii) not without written consent of Council destroy, damage or remove any tree or shrub on the Premises.

**5.3 Alterations Equipment and Partitions**

The Lessee must not:

- (a) make any structural alteration or addition to the **Premises**;
- (b) install any electrical wiring, equipment or appliance to provide water, gas, lighting, air-conditioning, heating, cooling or ventilating to the **Premises**;
- (c) install any partitions; or
- (d) carry out any other works to the **Premises** (other than minor repairs or maintenance) without the Council's approval.

**5.4 Carrying out of Works**

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

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

**5.5 Council's Inspection**

The Council may enter the **Premises**:

- (a) at reasonable times after giving the Lessee reasonable notice; or
  - (b) if there is an emergency, without notice;
- and view their state of repair.

**5.6 Notice of Repair**

- (a) The Council may serve the Lessee with a written notice requiring the Lessee to repair, within a reasonable time, a defect which is the Lessee's responsibility.

If the Lessee does not carry out those repairs within a reasonable time, the Council may enter the **Premises** at reasonable times and carry out those repairs, at the Lessee's expense, after giving the Lessee reasonable notice.

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5.7 Council's Repair

- (a) The Council may enter the **Premises** to carry out repairs, renovations, maintenance or alterations to the **Premises** which are the Council's responsibility and which are reasonably necessary:
- At reasonable times after giving the Lessee reasonable notice; or
  - If there is an emergency, without notice.
- (b) The Council must cause as little inconvenience to the Lessee as is practicable in the circumstances.

5.8 Repair at the End of the Lease

The Lessee must, at the end of **Lease**:

- (a) give the **Premises** back to the Council in good repair and working order, except for reasonable wear and tear and having regard to their condition at the commencement of this **Lease**, and clean and free from rubbish;
- (b) carry out any necessary repairs to the reasonable satisfaction of the Council;
- (c) remove any signs which are outside or inside the **Premises** and repair any damage caused by their installation or removal to the reasonable satisfaction of the Council.

5.9 Lessee's Property at the End of the Lease

- (a) Removal of Equipment

The Lessee must on or immediately before the expiration date or if the **Lease** is terminated earlier than the expiration date, within 48 hours of such earlier termination of the **Lease**;

- Remove all third party equipment
- Remove all of the Lessee's Property which have not in any way been affixed to the **Premises**
- Remove all signs
- Remove all those items of the Lessee's Property affixed to the **Premises** which the Council has notified to the Lessee that it requires to be removed from the **Premises** (referred to as 'removable fixtures').

- (b) Removable Fixtures

The Lessee shall not be required to remove the removable fixtures at the expiry date of the term where:

- the term is extended for a further lease granted to the Lessee in which case removal of the removable fixtures is postponed to the last day of the further lease; or
- the Lessee occupies the **Premises** after the expiration date with the consent of the Council, in which case the removal of the removable fixtures is postponed to the last day of occupation by the Lessee.

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(c) Make Good

The Lessee must repair, at the Lessee's cost, any damage caused to the **Premises** by that removal to the reasonable satisfaction of the Council.

(d) Property of Council

Any of the Lessee's Property which is affixed to the **Premises** becomes the property of the Council when such property is affixed to the **Premises**. The Lessee may not remove such property unless the Council gives the Lessee a notice to remove it.

(e) Removal by Council

If the Lessee does not remove any of the Lessee's Property in accordance with this clause 5, then the Council may treat it as abandoned and the Council may, at the Lessee's expense, remove, store and dispose of it as the Council sees fit.

**6. LESSEE'S MAINTENANCE AND DEVELOPMENT OBLIGATIONS**

**6.1 Fencing**

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

**6.2 Development**

The Lessee must comply with its five year development plan contained in Attachment A and any subsequent or amended development plan drawn up by the Lessee annually and approved by the Council to replace the development plan in Attachment A.

**6.3 Town Planning Applications**

The Lessee will pay all fees and costs, including Council fees, associated with any approval, including any Council approval, required for the use of the **Premises** pursuant to this **Lease**.

**6.4 Maintenance Standards**

The Lessee must repair and maintain the **Premises** according to the Maintenance Standards in Attachment B, as amended or replaced by the Council from time to time.

**6.5 Lessee's Notification of Required Maintenance**

The Lessee must advise the Council of any repair or maintenance work required on the **Premises** which is the responsibility of the Council under this **Lease** as soon as the Lessee becomes aware that the work is required.

**7. GOOD NEIGHBOUR PROCESSES**

**7.1 Community Liaison Officer**

The Lessee will appoint a Community Liaison Officer to represent the dealings with the public and will notify the Council of the name and phone numbers of this person within seven days of signing the **Lease**. The Lessee will keep this information current.

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### 7.2 Good Neighbour Process

The Lessee agrees to observe the Good Neighbour Processes Act set out in Attachment C, as varied or replaced from time to time by the Council.

### 7.3 Minor Breaches

The Lessee acknowledges that:

- (a) any breach of the Good Neighbour Processes will be a minor breach of this **Lease**; and
- (b) three or fewer notifications under the Good Neighbour Processes within any twelve month period will be a minor breach of this **Lease**;
- (c) three or fewer resident disputes under the Good Neighbour Processes within any twelve-month period will be a minor breach of this **Lease**.

## 8. INSURANCE

### 8.1 Lessee's Insurance

The Lessee must:

- keep a public liability policy current in relation to the **Premises** for a sum not less than that stated in **Item 10** for a single claim, or for another minimum sum that the Council may reasonably require;
- insure all plate and other glass in the **Premises** against breakages;
- insure against any other risk reasonably required by the Council;
- have other insurances which are required by law;

at all time during the **Lease**.

### 8.2 Lessee's Insurance Policy

The Lessee must:

- effect each policy with an insurer of good repute and apparently sound financial backing;
- give the Council a certificate of currency issued by the insurer before the **Lease** starts, before each renewal date of the policy, and at any other time which the Council notifies to the Lessee in writing.

### 8.3 Additional Premiums

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

### 8.4 Inflammable Substances

The Lessee must not store or use inflammable or explosive liquids or substances on the **Premises** unless they are:

- needed in the normal course of the Lessee's business; and
- stored in appropriate containers which are required by law.

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### 8.5 Fire Regulations

As reasonably required by the Council and by law, the Lessee must:

- comply with insurance, sprinkler and fire alarm regulations;
- carry out and take part in fire drills and emergency evacuations;
- appoint fire controllers and fire wardens; and
- install and maintain First Response fire equipment in the Premises.

### 8.6 Prejudice of Insurance

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

- increase the insurance premium; or
- allow the insurer to refuse a claim;

of or under any insurance policy taken out by the Council in relation to the **Premises**.

## 9. RELEASE OF INDEMNITY AND TRUSTEE LIABILITY

### 9.1 Exemption of Council from liability

- (a) The Lessee occupies and uses the **Premises** at its own risk (except for personal injuries to the extent that the Council, its servants or contractors causes them).
- (b) The Council is not liable to the Lessee for damage to the Lessee's Property or for loss of profits, nor matter how it is caused, including that caused by:
- any defect in the **Premises**;
  - any defect in the operation of facilities or Services to the **Premises**; and
  - water, fire or other like cause.

### 9.2 Indemnity

- (a) The Lessee indemnifies the Council from all actions and demands which arise during or after the Lease from:
- the Lessee not complying with the obligations imposed by the **Lease**;
  - the Lessee's use of the facilities or services to the **Premises**;
  - the escape of any substance from the **Premises** through the Lessee's act or omission; or
  - the Lessee occupying and using the **Premises**.
- (b) This indemnity:
- includes penalties and legal and other costs incurred by the Council; and

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- does not apply to personal injuries to the extent that they are caused by the Council, its servants and contractors.

The Council's exemption from liability and indemnity extends to its servants and contractors.

**9.3 Council Released**

If a person other than the Council becomes the lessor under this **Lease**, then the Council is released from all obligations under this **Lease** after the other person becomes lessor.

**9.4 Lessee a Trustee**

If the Lessee has entered into or holds the **Lease** in the capacity of trustee of agent (any trust is referred to as the "Trust"), whether or not the Council has notice of the Trust;

- (a) the Lessee:
- accepts the **Lease** both as trustee of the Trust or as agent and in its personal capacity;
  - acknowledges that it is personally liable for the performance and observance of the Lessee's obligations;
  - covenants with the Council that if there is any unremedied breach, the Lessee will take those steps and proceedings necessary to ensure that the assets of the Trust are made available for the purpose of rectifying that breach; and
  - upon demand by the Council, must assign to the Council all rights of indemnity which the Lessee may have against the assets of the Trust; and
- (b) the Lessee warrants that the Lessee has power and authority under the Trust to enter into the **Lease** and that it enters into the **Lease** in the due administration of the Trust.

**10. ASSIGNMENT AND SUBLETTING**

**10.1 Consent**

- (a) The Lessee must not assign part of the **Lease**.
- (b) The Lessee must not:
- assign the whole of the **Lease**;
  - give a sub-lease licence or concession of, or share or part with possession of any part of the **Premises**;

without first obtaining the Council's consent.

**10.2 Consent to Assignment**

The Council must consent to a dealing mentioned in paragraph (b) of the preceding clause if:

- (a) the Lessee:
- gives the Council written notice of its intention detailing full particulars of the proposed assignee, sub-lessee, licensee or concessionaire and its guarantor's (if it is a private company); and

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- pays the Council's reasonable fees, whether or not the dealing proceeds;
- (b) the proposed assignee, sub-lessee, licensee or concessionaire:
  - satisfies the Council that it is a respectable and financially sound person, capable of performing the obligations of the Lessee; and
  - gives the covenants, indemnities and bank and personal guarantees that the Council reasonably requires; and
- (c) the proposed sub-lease requires the sub-lessee to always pay at least the same rent as this **Lease** requires.

10.3 Assignee

The Lessee and the assignee must enter into a Deed with the Council before the assignment in the form required by the Council containing;

- a covenant that the assignee will comply with the Lessee's obligations under the **Lease**; and
- a release by the Lessee and its guarantor of any claim they may then or subsequently have against the Council.

10.4 Formalities

The Lessee must ensure that (before the assignment) the assignee gives to the Council:

- the indemnities and bank and personal guarantees that the Council reasonably requires; and
- a copy of the executed and stamped Transfer of the **Lease** or Deed of Assignment of the **Lease**.

10.5 Fees

The Lessee must pay to the Council a non-refundable fee to cover administrative expenses and also its reasonable costs (including solicitor and own client legal costs) and disbursements for the matters referred to in this clause 10.

10.6 Time for Consent

The Council must not unreasonably delay in informing the Lessee whether or not it consents to the proposed assignment.

10.7 Corporation Lessee

If the Lessee is a corporation (other than a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 629 691) a change in the effective control of the Lessee is deemed to be an assignment of this **Lease**.

10.8 Mortgage of Lease

The Lessee must not use the **Lease** or the Lessee's fixtures as security or permit any sublessee or licensee to do the same in respect of:

- any sublease or licence; or
- any interest of the sublessee in the sublease or licence or in any part of the **Premises**.

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### 11. QUIET ENJOYMENT

#### 11.1 Quiet Enjoyment

The Lessee may peacefully occupy the **Premises** without interruption or disturbance from the Council or any other person lawfully claiming under it, but only if the Lessee punctually:

- pays the rent and other money payable; and
- complies with the Lessee's obligations under the **Lease**.

### 12. DEFAULT

#### 12.1 Essential Terms

The obligations of the Lessee:

- to pay rent, specific tenancy charges, services, stamp duty costs and registration fees, and interest;
- to use the **Premises** only for the permitted use;
- to comply with all laws and requirements of authorities;
- to comply with the development plan in Attachment A;
- to repair and maintain the Premises according to the Maintenance Standards in Attachment B;
- not to make alterations or installations without consent;
- to maintain insurances;
- not to prejudice the Council's insurance;
- not to assign part of the **Lease**;
- not to assign or sub-let without consent; and
- not to mortgage the **Lease**;

(more specifically described in the clauses of this **Lease**) are essential terms. Other obligations under the **Lease** may also be essential terms.

#### 12.2 Council's Right to Terminate

The Council may terminate the **Lease** by giving the Lessee notice or by re-entry if the Lessee:

- (a) is Insolvent;
- (b) repudiates its obligations under the **Lease**;
- (c) does not comply with an essential term of the **Lease**; or
- (d) does not comply with an obligation under the **Lease** (which is not an essential term) and (in the Council's reasonable opinion);

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- (h) the non-compliance can be remedied but the Lessee does not remedy it within a reasonable time after the Council gives the Lessee notice to do so;
- (i) the non-compliance cannot be remedied or compensated for; or
- (j) the non-compliance cannot be remedied, but the Council can be compensated and the Lessee does not pay compensation to the Council within a reasonable time after the Council gives the Lessee notice to do so.

**12.3 Amount recoverable by Council**

**(a) Indemnity**

If the Council terminates the **Lease**, the Lessee indemnifies the Council against any liability or loss arising and any costs (including reasonable solicitor and own client legal costs) incurred (whether before or after termination) in connection with:

- (i) the Lessee's breach of the **Lease**; or
- (ii) the termination of the **Lease**;

including the Council's loss of the benefit of the Lessee performing its obligations under the **Lease** from the date of termination until the Expiry Date.

The Council must take reasonable steps to mitigate its loss if the **Lease** is terminated.

**(b) Liquidated Damages**

In addition to its other rights and remedies, if the Council re-enters the **Premises** because the Lessee breaches a fundamental or essential condition (whether or not specified as such) the Lessee must pay to the Council, as liquidated damages for loss of tenancy, the difference between:

- (i) the money which the Lessee should have paid under the **Lease** until the Expiry Date; and
- (ii) the money which the Council receives, or reasonably anticipates that it will receive, from other lessees or occupiers of the **Premises** during that period,

rebated, to the extent that the sum represents an acceleration of payments, at 3 % less than the Contract Rate fixed from time to time by the Queensland Law Society Incorporated for the Standard Residential and Commercial Contracts. If the fixing of that interest rate is discontinued, the interest rate is 3 % less than the last Contract Rate fixed by the Queensland Law Society Incorporated.

That rebate must be calculated from the day after the Council receives full payment of the rebated liquidated damages.

**12.4 Carry out Lessee's obligation**

If the Lessee does not do something that it is obliged to do under the **Lease**, or, in the Council's reasonable opinion, the Lessee does not do it properly, the Council may do that thing at the Lessee's expense after giving reasonable notice to the Lessee.

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### 13. RESUMPTION DESTRUCTION OR DAMAGE TO THE PREMISES

#### 13.1 Resumption

The Council or the Lessee may terminate the **Lease** by giving a written notice to the other if a substantial part of the **Premises** or any part of it is taken for public purposes by a competent authority.

#### 13.2 Destruction or Damage

If the whole or any part of the building on the **Premises** is destroyed or damaged causing the **Premises** to be unusable or inaccessible, then the Lessee may give a notice to the Council requesting that it rebuild it.

#### 13.3 No obligation to Rebuild

The Council does not have an obligation to rebuild or to make the building fit for occupation.

#### 13.4 No Rebuilding

If the Council decides that it is impractical or undesirable to rebuild, it must notify the Lessee of that decision within seven days of making it. The Council or the Lessee may terminate the **Lease** by seven days' notice to the other if the Council:

- does not start rebuilding within a reasonable time after receiving the Lessee's request; or
- notifies the Lessee of its decision not to rebuild.

#### 13.5 Lessee's Damage

The Lessee cannot terminate the **Lease** under this Part and must pay rent and other money under the **Lease** if:

- the Lessee caused or contributed to (other than in a nominal way) the destruction or damage; or
- the Council's insurer refuses to indemnify the Council for the destruction or damage because of the actions or default of the Lessee.

#### 13.6 Continuing liability of Lessee

- (a) This termination does not affect either party's rights arising from any previous breach or matter.
- (b) The Lessee remains liable for rent and other money under the **Lease** up to the date of destruction or damage.

#### 13.7 Adjustment for Unusable Premises

When the **Premises** is destroyed or damaged and becomes unusable or inaccessible, all rent and other money payable under the **Lease**, or a part of the rent and money proportional to the nature and extent of the damage, abates. The abatement ceased when:

- the building is rebuilt; and
- the **Premises** are made accessible and fit for occupation;

or when the **Lease** is terminated under this Part.

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### 14. COUNCIL'S RIGHTS

#### 14.1 Reservations to Council

The Council reserves the right to:

- install, maintain, use and replace any pipes, ducts, conduits and wires passing through the **Premises**;
- run water, air, electricity, sewerage and any other services through those pipes, ducts, conduits or wires; and
- grant easements or other rights over the **Premises**.

#### 14.2 Availability to Other Organisations

- (a) The Council reserves the right to direct the Lessee by at least thirty days written notice to:
- (i) enter into a sub-lease of the **Premises** or part of the **Premises**; or
  - (ii) enter into a licence of the **Premises** or part of the **Premises**
- with a person nominated by Council, on terms and conditions approved in writing by the Council.
- (b) The Lessee may impose further reasonable conditions, including the charging of a reasonable fee, upon the sub-Lessee or licensee nominated by the Council under this Clause.
- (c) If any dispute arises between the Lessee and any sub-Lessee or licensee under this Clause, it must be referred by the tenant to the Council, whose decision on the matter will be final.
- (d) The Council will not use its powers under this Clause so as to substantially detract from the rights granted to the Lessee under this **Lease**.

### 15. POWER OF ATTORNEY

#### 15.1 Appointment

- (a) The Lessee appoints the Council and the Manager jointly and severally to be its attorney.
- (b) The attorney may at any time after the Council has terminated the **Lease** (sufficient proof of which will be the statutory declaration of the attorney) do the following:
- surrender this **Lease**;
  - withdraw any caveat lodged by the Lessee affecting any part of the **Premises**; and
  - transfer or surrender any licence which release to the Lessee's business and is attached to the **Premises**;
- execute the documents needed to effect those dealings; register those dealings; and all things which the Lessee is required to do under this **Lease**.

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- (c) The Lessee must pay the Council the amount of any costs expenses or other liabilities which the Council incurs in exercising the powers in this Clause.

## 16. GENERAL

### 16.1 Interpretation

In this **Lease**:

- (a) a person includes the person's executors, administrators, successors, assigns, substitutes and persons who take by novation;
- (b) where a party is more than one person, each person is bound as an individual and they are all bound together;
- (c) headings have been inserted for guidance only and do not affect the interpretation of this **Lease**;
- (d) statute includes its amendments and replacements and the regulations under it;
- (e) defined words have the meanings given them in this **Lease**, whether written in the upper case, lower case, or both upper and lower case.

### 16.2 Notices

- (a) Requirements for Notice

A notice or approval must be:

- (i) in writing; and
- (ii) left at or posted to the address or sent to the facsimile number of the party in Queensland as set out in **Items 1, or 2**.

Any party may change its address for service to another address in Queensland by giving a written notice to all other parties.

- (b) Execution of Notices

A notice by the Council may be executed by the Council or the **Manager**.

- (c) Service of Notice

A notice or approval is taken to be given:

- (i) if sent by post on the second business day after posting; and
- (ii) if sent by facsimile by 4.00pm on a business day, on the same business day that it is sent, but otherwise on the next business day, unless the sender is aware that the transmission is impaired.

### 16.3 Consent or Approval of Council

Any consent or approval of the Council must be in writing and signed by the Council or the **Manager**.

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### 16.4 Lessee not to Prejudice Head Lease

The Lessee must not:

- prejudice the Council's rights under any agreement for lease or head lease relating to the **Premises**; or
- cause that agreement or head lease to be terminated.

### 16.5 Saturdays, Sundays and Public Holidays

Anything which is to be done on Saturday or a Sunday or a public holiday in Queensland may be done on the next day which is not a Saturday Sunday or public holiday.

### 16.6 Law

This **Lease** is governed by the laws of Queensland.

### 16.7 Notice before Council Liable

The Council is not in default of a remediable breach under this **Lease** unless:

- (a) the Lessee first gives notice to the Council of the breach; and
- (b) the Council fails to remedy the breach within a reasonable time after receiving the notice;

despite anything in the **Lease** to the contrary.

### 16.8 Council's Powers

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

### 16.9 Lessee's Cost

Where the **Lease** imposes an obligation on the Lessee to do anything, the Lessee must pay the cost incurred.

### 16.10 Lessee's Actions

- (a) A reference to the acts and omissions of the Lessee includes the acts and omissions of its servants, agents and contractors.
- (b) Where the Lessee is prohibited from doing anything, the Lessee must not cause or allow any other person to do it either.

### 16.11 Money payable on demand

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

### 16.12 Dispute Resolution

If any dispute, other than a resident dispute under the Good Neighbour Process in Attachment C, arises between the Lessee and the Council, the Lessee agrees to be bound by the dispute resolution process in Attachment D.

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SURVEY PLAN

Sheet 1 of 1

**BRISBANE ROAD**

**EASTON STREET**

**LEASE A**

1.199 ha

**GREEN STREET**

**GLEBE ROAD**

196  
RP24111

*Peg placed at all new corners  
unless otherwise stated.*

PERMANENT MARKS				M.G.A. CO-ORDINATES (GDA-94)					
PM	ORIGIN	BEARING	DIST	NO	EASTING	NORTHING	ZONE	ORDER	CLASS
3-OPM	RP221433	55°44'20"	1.65	30734	478 810-858	6 945 542-931	56	3	C
6-OPM	1584303	98°27'35"	131.52	36098	478 887-827	6 945 181-729	56	3	C

REFERENCE MARKS			
STW	TO	ORIGIN	DIST
1	OPM	RP108081	278°39'20" 0-603
2	OPM	158104	8°39'20" 0-603
3	C.A.	RP98296	53°39'20" 1-992
3	HRB in Conc	Pin	85°23'53" 3-174
3	Screw in Kb Fd	Pin	346°03'10" 4-08
4	Pin	Pin	98°19'20" 1-453
5	Pin	Pin	181°47'20" 14-932
6	OPM	RP98296	8°39'20" 0-603
6	Ram Nail in Kb	Pin	188°55'50" 3-08
6	Ram Nail in Kb	Pin	92°01'20" 5-55
8	Pin	Pin	189°40'20" 3-5

Scale 1:1250 - Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180

10 50mm 100mm 150mm State copyright reserved.

Plan of Lease A in Lot 169 on RP24111

Scale: 1:1250

Format: STANDARD

SP147837

PARISH: IPSWICH COUNTY: Stanley

Meridian: M.G.A.

Plan Status:

FN's: No

*J. W. Shannon*  
Licensed Surveyor

Date: 25.12.2001

1201003

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### ATTACHMENT A 5 YEAR DEVELOPMENT PROGRAMME

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#### 5 YEAR DEVELOPMENT PROGRAMME

##### SWIFTS LEAGUES CLUB LTD

GREEN ST , BOOVAL  
01/02/2002

##### CLUBS VISION

Swifts Leagues Club Ltd will be trading as Booval Sports Club at the Green st facility. This Facility has been left in a poor state due to financial constraints of Booval Bowls Club Inc. Our vision is to get this Facility back to where it should be. Profitable, and supporting Ipswich sport and the community. A vital part of the Ipswich culture.

##### CLUBS MISSION

Our mission will be to create a new Club from Swifts RLFC and Booval Bowls Club and to provide a stimulating environment for all types of members. Swifts promote the essence of fun and fairplay, making the Swifts experience enjoyable for players, social members, parents, children and families alike.

##### CLUBS OBJECTIVE

Year 1. Create New Club .Make the transition as smooth as possible for Administration and Members.  
Year 2. Refine and encourage Administrators . Build membership by 20%  
Year 3. Encourage participation in Courses for Admin, Coaching etc. Build membership by 20%  
Year 4. Encourage Coaches in all sports. Build membership by 20%  
Year 5. Increase membership by 30%

##### FACILITIES and EQUIPMENT

Year 1. Upgrade 20% of poker machines. Provide meals 7 days a week. Paint Clubhouse.  
Year 2. Upgrade 40% of poker machines. Investigate Indoor Bowls Centre.  
Year 3. Upgrade 40% of poker machines. Construct Indoor Bowls Centre.  
Year 4. Upgrade 40% of poker machines. Review kitchen equipment.  
Year 5. Upgrade 40% of poker machines. Review first 5 years administration and facility operation.

##### CLUB STRUCTURE

Swifts RLFC inc  
Sub committees ;Seniors - Juniors - Old Boys - Ladies - Golf.  
One Constitution with each sub-committee having its own set of Rules.

##### Swifts Bowls Club inc.

Sub committees; Mens - Ladies.  
One Constitution with each sub committee having its own set of Rules.

##### Swifts Leagues Club Ltd

T/A Booval Sports Club at Green St  
Board of Directors , Seven (7). Five (5) elected by Swifts RLFC Inc  
Two (2) elected by Swifts Bowls Club Inc

## Item 4 / Attachment 3.

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

## SCHEDULE

Form 20 Version 2  
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Title Reference 11285053

Attachment B  
Maintenance Standards

Service	Cyclic	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annual
Appliance Testing and Tagging						X	
Fire Panel Test				X			X
Portable Fire Extinguisher Test	6 yearly hydrostatic test					X	X
Fire Hose Reel Test	3 yearly pressure test					X	X
Exit and Emergency Lighting Test						X	X
Air - Conditioning (HVAC) Filter change				X			
HVAC Service					X		X
HVAC duct inspection	2 yearly						
Cool room Service					X		X
Lift inspection and certification							X
Kitchen exhaust service						X	
Kitchen exhaust filter / hood clean			X	X			
Grease Trap				X			
Lighting	Ad hoc						
Painting Internal	6 yearly						
Painting External	5 yearly						
Window cleaning							X
Carpet Cleaning						X	
Parquet floor strip and seal	4 yearly						
Pest control general internal					X		

Item 4 / Attachment 3.

QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994  
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**SCHEDULE**

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<i>Pest control food preparation areas</i>				X			
<i>Pest control external</i>							X
<i>Gutter cleaning</i>						X	
<i>General cleaning</i>			X				
<i>Toilet cleaning</i>		X					
<i>Food preparation area cleaning</i>		X					
<i>Hot Water System Pressure Valve Easing</i>					X		
<i>Residual current Device Operation Test</i>					X		

The above standards stipulate the frequency of tests, inspections, cleaning and/or other maintenance pursuant to Clause 6.4.

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

## SCHEDULE

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### ATTACHMENT C GOOD NEIGHBOUR PROCESSES

#### Introduction

1. The Council and the Lessee wish to work together to minimise inconvenience to, and complains from, residents in the neighbourhood of the **Premises** who are affected by the Lessee's use of the **Premises** ('residents') including residents affected by noise coming from, or traffic connected with, the Lessee's use of the **Premises**, and to follow a procedure to resolve resident's complaints in a way which satisfies the Lessee, the Council and the residents.

#### General Good Neighbour Processes

2. The Lessee will use its best endeavours to work together with residents to minimise inconvenience to residents caused by the Lessee's use of the **Premises**, and to develop close links between residents and the Lessee.
3. Examples of the way in which the Lessee will put Good Neighbour Processes into practice include:
  - 3.1 Notifying residents in the neighbourhood of the **Premises** of activities the Lessee especially of any major events to be held at the **Premises**;
  - 3.2 Appointing parking monitors to ensure that the Lessee's members, invitees and licensees do not create undue noise when entering or leaving the Premises, or in neighbouring streets, and to ensure that residents access to driveways etc is not obstructed;
  - 3.3 Circulating details of the Community Liaison Officer to residents and asking them to contact that person with any concerns or questions.
  - 3.4 Attending any seminars or meetings organised by the Council about community leasing generally.

#### Complaint Handling Procedures

4. The Lessee agrees to participate in any course of action proposed by the Council under this **Attachment**.
5. If any person ('the Complainant') makes a complaint to the Council which arises from the Lessee's use of the **Premises**, the Council will refer the complaint to the Lessee's Community Liaison Officer and will record that a 'resident notification' has been made in relation to the Lessee.
6. The Council will contact the complainant to find out the result of the referral.
7. If, in the reasonable opinion of the Council, the complaint has not been resolved by the Lessee's Community Liaison Officer within fourteen days of the complainant contacting the Community Liaison Officer, the Council will record that a 'resident dispute' has arisen and may propose a method of solving the resident dispute to the complainant and the Lessee.

(For example, the method chosen may involve:

Item 4 / Attachment 3.

QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994  
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SCHEDULE

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Title Reference 11285053

- A meeting between the Lessee, the complainant and the Council;
  - Mediation (including a program provided by the Community Justice Program of the Department of Justice and Attorney General);
  - Referral of the resident dispute to the appropriate statutory authority (for example, in the case of a resident dispute in relation to lights used on the **Premises**, to the Community Health Branch of the Council); or
  - Any other method determined by the Council.)
8. The Lessee agrees to be bound by the outcome of any method of solving the resident dispute chosen by the Council.
9. If, in the reasonable opinion of the Council, the method does not resolve the resident dispute, the Council may require the Lessee to participate in further attempts to resolve the resident dispute.
10. If, in the reasonable opinion of the Council, the resident dispute is resolved, the Council may require the Lessee to enter into a legally enforceable agreement in a form satisfactory to the Council.
11. Nothing in this **Attachment** affects any rights of the Council under the **Lease** to terminate the **Lease** or take any other action.

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

**SCHEDULE**

**Form 20** Version 2  
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Title Reference      11285053

**ATTACHMENT D**  
**DISPUTE RESOLUTION PROCEDURE**

1. If the Lessee or the Council thinks that a dispute – other than a resident dispute under the Good Neighbour Processes in **Attachment C** – has arisen under this **Lease**, that party may serve a notice upon the other party ( a 'Dispute Notice') requiring it to follow this procedure and notifying a representative of that party with authority to settle the dispute.
2. Within seven days of receiving the notice the party receiving the Dispute Notice must serve a notice on the other party (a 'Reply Notice') nominating a representative with authority to settle the dispute.
3. The representatives of each party will meet within seven days of the receipt of the Reply Notice and will use their best endeavours to resolve the dispute.
4. If the dispute is not resolved to the satisfaction of both parties within fourteen days of the receipt of the Reply Notice, the parties will refer the dispute to the Council.
5. The Council will decide the method of dispute resolution and the procedure to be adopted to solve the dispute. For example, without limitation, the Council may decide to:
  - refer the dispute to arbitration under the *Commercial Arbitration Act 1990*;
  - refer the matter to the Community Justice Program;
  - appoint an expert (whose decision will be final and binding on the parties) to decide the dispute; or
  - refer the dispute to mediation.
6. Each party will continue to perform its obligations under this **Lease** during any dispute.

BR35-0015APB

**AGREEMENT FOR LEASE**

422289

AN AGREEMENT is made this *Seventh* day of September 2001

**BETWEEN** **IPSWICH CITY COUNCIL** of 50 South Street Ipswich in the State of Queensland

(the 'Council')

**AND** **SWIFTS LEAGUES CLUB LTD** (ACN 010 165 045) of 25 Joyce Street East Ipswich in the said State

(the 'Club')

**WHEREAS**

- A. The Council owns improved freehold land containing 5.7286 hectares in the County of Stanley Parish of Ipswich described as Lot 169 on RP 24111 contained in Certificate of Title 11285053.
- B. The Council desires to lease and the Club desires to accept a lease of part of the improved freehold land containing 1.352 hectares being the same land which was the subject of lease no. G798326 to Booval Bowls Club Inc registered in the office of the Department of Natural Resources (the 'land') which lease expired on 30 June 1999.
- C. The subsequent tenancy at will by Booval Bowls Club over the land was terminated at 5.00pm on Thursday 6 September 2001.
- D. The Council and the Club will subsequently enter into a formal lease of the land although the Club entered into possession of the land on and from 5.00pm on 6 September 2001.

**IT IS AGREED AS FOLLOWS:**

- 1. That commencement of the lease is from 5.00pm on 6 September 2001.
- 2. The term of the lease will be for an initial term of 20 years and (with the consent of both the Council and the Club) with a 10 year option in accordance with the term inserted in the formal lease mentioned in Clause 4.
- 3. The annual rental payable under the lease for the first five years is 5% of the unimproved value of the land (within the meaning of the Valuation of Land Act 1944) and 10% of such unimproved value thereafter.
- 4. The terms of the formal lease will be similar to those contained in the proforma lease in the attached schedule but the lessor may make amendments to the lease and insert other terms which are not unusual or unreasonable.
- 5. The Club will pay the Council's legal costs for the preparation of this Agreement ~~for~~

*[Signature]*

Item 4 / Attachment 3.

6. The Club will enter into and execute the formal lease (referred to in Recital D above) at a later date when requested, in writing, to do so by the Council. If the Club does not enter into and execute a formal lease within 28 days of being required to do so, or within any longer period of time allowed in writing by the Council, this agreement will forthwith terminate and the Club will immediately vacate and deliver up possession. Such termination shall be without prejudice to any rights which have already accumulated to either the Council or the Club under this agreement.
7. This agreement shall be governed and construed by the laws of the State of Queensland and any relevant Commonwealth legislation and the Council and the Club irrevocably and unconditionally submit to the exclusive jurisdiction of any court of competent jurisdiction within the State of Queensland.

IN WITNESS HEREOF the Council and the Club have hereunto affixed their signatures.

Signed by IPSWICH CITY COUNCIL by )  
Craig Kelvin Maudsley Conservation, )  
Parks and Sport Manager of Ipswich City )  
Council under the power delegated under )  
the Local Government Act 1993 (which )  
power has not been withdrawn or revoked) )  
this day of September 2001 )

Conservation, Parks and Sport  
Manager




(Signature of Witness)

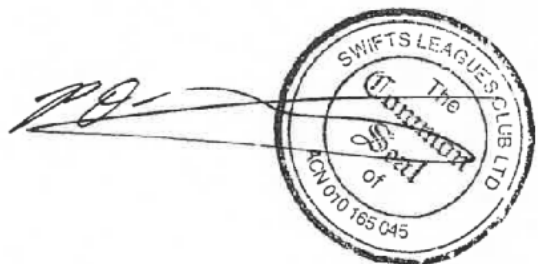
ROBERT B SEWEN  
(Name of Witness)

Signed by SWIFTS LEAGUES CLUB LIMITED

(Insert sealing clause of Club)

WITNESS

  
MATTHEW CAMPBELL LLB  
SOLICITOR



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

AMENDMENT

FORM 13 Version 6  
Page 1 of 3

Dealing Number 712057647

Duty Imprint



OFFICE USE ONLY

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 NR&W see the department's website.

<b>1. Type/Dealing No of Instrument/Document being amended</b>	<b>Lodger</b> (Name, address, E-mail & phone number)	<b>Lodger Code</b>
Type of Instrument Lease	Ipswich City Council	
Dealing Number 708579898	PO Box 191 Ipswich Q 4305	117
	tsheehan@ipswich.qld.gov.au	
	07 3810 6626	

<b>2. Lot on Plan Description</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
Lot 169 on RP24111	Stanley	Ipswich	11285053

**3. Lessor**  
Ipswich City Council

**4. Lessee**  
Swifts Leagues Club Ltd ACN 010 165 045

**5. Amendment of Lease Details**  
Expiry date: 05/09/2021 AND/OR Event:  
Option/s#: 2 x 10 years  
# insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

**6. Request/Execution**  
The parties identified in items 3 and 4 agree that the instrument in item 1 is amended in accordance with:-  
item 5 and attached schedule

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

Witnessing Officer

Execution Date

signature *Alicia Kerrin*

30/10/08

full name Alicia Kerrin

qualification

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)



Witnessing Officer

Execution Date

signature *Victor Kenneth Goettcher* 24/10/08

full name VICTOR KENNETH GOETTCHEER

qualification J.P.

Witnessing Officer

Execution Date

signature *Victor Kenneth Goettcher* 24/10/08

full name VICTOR KENNETH GOETTCHEER

qualification J.P.

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Lessor's Signature

*[Signature]*  
Mayor/Authorised Councillor  
Chief Executive Officer/Delegated Officer  
for IPSWICH CITY COUNCIL

Lessee's Signature

Swifts Leagues Club Ltd ACN 010 165 045

*[Signature]* Director  
*[Signature]* Director/Secretary

Lessee's Signature

*[Signature]*

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

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

Page 2 of 3  
FORM 20 Version 2

Title Reference 11285053

This is the schedule referred to in the attached Form 13 Amendment ("**Form 13**") of Lease No. 708579898 ("**Lease**").

The Lessor named in item 3 of the Form 13 ("**Lessor**") and the Lessee named in item 4 of the Form 13 ("**Lessee**") agree as follows.

**1. RENT**

1.1 After clause 3.2 of the Lease, a new clause 3.2A is inserted as follows:

**"3.2A Rent from 6 September 2008**

- (a) Clauses 3.1 and 3.2 do not apply after 5 September 2008.
- (b) For the **Lease Year** commencing on 6 September 2008, the '**Annual Rent**' is \$12,000 (plus GST).
- (c) For a subsequent **Lease Year**, the '**Annual Rent**' is calculated by applying the formula  $\$12,000 \times \text{CPI2} \div \text{CPI1}$  (plus GST), where:
  - (i) **CPI2** is the **CPI** for the quarter ended on 30 June last before the commencement of the **Lease Year** in question; and
  - (ii) **CPI1** is the **CPI** for the quarter ended on 30 June 2008.
- (d) The Lessee must pay the **Annual Rent** for a **Lease Year** annually in advance on the first day of the **Lease Year** without demand.
- (e) A '**Lease Year**' is a period of 12 months commencing on 6 September in any year."

**2. RENEWAL OPTIONS**

2.1 In **Item 4** of the **Items Schedule** in the Lease, the words "10 years" are deleted and in their place the following words are inserted:

"10 years commencing on 6 September 2021  
10 years commencing on 6 September 2031"

2.2 Clause 2.2 of the Lease is deleted and in its place the following clause is inserted:

**"2.2 Renewal Options**

- (a) If there is a period stated in **Item 4** which would commence on the day after the Expiry Date of the **Lease**, the Lessee has an option to take a further lease of the **Premises** in accordance with this clause.
- (b) The Lessee can exercise the option only by giving the **Council** not more than 6 months' notice and not less than 3 months' notice before the Expiry Date.
- (c) The **Council** will grant the Lessee a further lease of the **Premises** if:
  - (i) the Lessee exercises the option properly and on time; and
  - (ii) the Lessee is not in breach of this **Lease** when it exercises the option; and
  - (iii) the Lessee is not in breach of this **Lease** at the Expiry Date.
- (d) The further lease will be on the same terms as this **Lease** except:

Item 4 / Attachment 4.

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

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

Page 3 of 3  
FORM 20 Version 2

Title Reference 11285053

- (i) *the term of the further lease will be the period stated in **Item 4** of this **Lease** which commences on the day after the Expiry Date of this **Lease**; and*
- (ii) *the **Council** may make any amendments which it reasonably considers necessary to reflect any changes in the **Premises** or the management of the **Building**; and*
- (iii) *the **Annual Rent** for the first **Lease Year** of the further lease will be calculated by applying the formula  $\$12,000 \times CPI2 \div CPI1$  (plus GST), where:*
  - (1) *CPI2 is the **CPI** for the quarter ended on 30 June last before the commencement of the lease year in question; and*
  - (2) *CPI1 is the **CPI** for the quarter ended on 30 June 2008.*
- (iv) *any other necessary changes will be made; and*
- (v) *any period stated in **Item 4** of this **Lease** which coincides with the term of the further lease or which expired before the commencement of the term of the further lease will be deleted in the further lease."*

**3. OTHER MATTERS**

- 3.1 Words and phrases defined in the Lease have the same meanings when used in this instrument unless a contrary intention is apparent.



**SWIFTS LEAGUES CLUB LTD**

ACN 010 165 045 ABN 58 010 165 045  
95A Brisbane Road BOOVAL QLD 4304  
Email: [office@swifts.com.au](mailto:office@swifts.com.au) PH : 3281 4877



13 September 2021

The Chief Executive Officer  
Ipswich City Council  
45 Roderick Street  
IPSWICH QLD 4305

Without prejudice and commercial in confidence

Dear Ms. Cooper

**Part of 95A Brisbane Road, Booval**

I write on behalf of Swifts Leagues Club Ltd ('the Club') and refer to our meeting on 10 August 2021.

I confirm the Club is interested in purchasing the above and look forward to receiving the survey plan and valuation.

Yours sincerely

Stephen Bullow  
**Chairman**

Doc ID No: A7598101

ITEM: 5

SUBJECT: ACQUISITION OF DRAINAGE EASEMENT INF04249 - 11 PANTON STREET,  
WOODEND

AUTHOR: SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

DATE: 30 SEPTEMBER 2021

### EXECUTIVE SUMMARY

This is a report by the Senior Property Officer (Acquisitions and Disposals) dated 30 September 2021 concerning the acquisition of a drainage easement from property located at 11 Panton Street, Woodend and described as Lot 9 on RP43252.

### RECOMMENDATION

- A. That Council resolve to negotiate terms for an easement over part of land located at 11 Panton Street, Woodend and described as Lot 9 on RP43252, for drainage purposes.
- B. That in the first instance the method of acquisition will be by agreement with the affected person/s pursuant to the *Property Law Act 1974* and the *Land Title Act 1994*.
- C. That should Council fail to negotiate the easement by agreement with the affected person/s, Council, as “*constructing authority*” pursuant to Section 5(1)(b)(i) of the *Acquisition of Land Act 1967*, will proceed to acquire an easement over part of the land located at 11 Panton Street, Woodend and described as Lot 9 on RP43252.
- D. That Council be kept informed as to the progress and outcome of the acquisition.

### RELATED PARTIES

There have been no conflicts of interest declared in relation to the matter addressed in this report.

### IFUTURE THEME

Vibrant and Growing

## **PURPOSE OF REPORT/BACKGROUND**

Ipswich City Council (Council) are proposing to rehabilitate existing stormwater drainage located within a localised drainage sub-catchment at Woodend. The existing stormwater network over time has had numerous service requests and repairs undertaken to prolong the life of the network but has typically been reported as being undersized and dysfunctional. This was re-confirmed by Council through a CCTV condition assessment of the network, which determined that much of the system consists of small diameter clay pipes which were originally sewer lines that have been re-purposed for stormwater.

Much of the existing stormwater network has been identified as requiring rehabilitation or was unable to be accessed due to physical constraints. It has been assumed sections of the drainage network will need to be replaced to enable the network to meet the desired level of service outlined in the ICC Planning scheme and Queensland Urban Drainage Manual (QUDM). Where possible works will be positioned within the road reserve. However, in other instances that involve certain infrastructure within private property, easements will be required to enable Council access for ongoing maintenance.

As part of this project Council is proposing to realign and upgrade an existing stormwater drain within the private residence located at 11 Panton Street, Woodend and described as Lot 9 on RP43252. Currently, stormwater from the surrounding residential area drains through 11 Panton Street via an underground drain before discharging into the Bremer River. The existing drain enters the north west corner of the property off its Panton Street frontage then heads in a mostly diagonal direction before exiting at approximately the centre of the property's western side boundary, adjoining the Bremer River. Currently there is no protecting easement over the Council drainage infrastructure within the property.

The new alignment to be taken is similar but enters further east along Panton Street to then drain in a mostly diagonal direction before discharging at the same location into the Bremer River. The new alignment is considered to be less intrusive than the previous one having a smaller total length, located further away from existing improvements and no longer located under the owner's concrete driveway. The new drainage alignment and underground infrastructure will be protected by the proposed 4-metre-wide easement. Having an easement will facilitate the upgrade of the infrastructure and allow Council legal access to maintain the drainage infrastructure into the future.

With detailed design well underway, finalisation of the easement is required within the 2021-2022 financial year (FY) to allow the construction phase to commence as early as possible within the 2022-2023FY.

## **LEGAL/POLICY BASIS**

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

*Local Government Act 2009*

*Acquisition of Land Act 1967*

*Property Law Act 1974*

*Land Title Act 1994*

**RISK MANAGEMENT IMPLICATIONS**

The risk of not completing the works and establishing an easement will leave existing underground infrastructure unsecured in private land and jeopardize the proposed upgrade and improvement to the existing network.

**HUMAN RIGHTS IMPLICATIONS**

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	If endorsed the easement will be acquired via either negotiated purchase or by compulsory acquisition.
(b) What human rights are affected?	Section 24 – Property Rights
(c) How are the human rights limited?	Reduced Rights over a section of the property
(d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable?	<p>The land is required to improve and upgrade drainage infrastructure flows for the larger catchment and allow legal access for its ongoing maintenance.</p> <p>The limitation is fair and reasonable because:</p> <ul style="list-style-type: none"><li>• If the acquisition is negotiated the outcome will reflect a joint agreement with the owner; or</li><li>• If compulsorily acquired the acquisition will be conducted in accordance with the framework under the <i>Acquisition of Land Act</i>.</li></ul>
(e) Conclusion	The decision is consistent with human rights.

**FINANCIAL/RESOURCE IMPLICATIONS**

Expenses relating to the purchase of the easement at 11 Panton Street, Woodend will form part of the project budget. If agreement cannot be reached with the property owners an easement over the required section will be resumed pursuant to Section 5(1)(b)(i) of the *Acquisition of Land Act 1967*. Expenses relating to Land Court proceedings will also form part of the project budget.

**COMMUNITY AND OTHER CONSULTATION**

In August 2021 Council's IED officers had Initial discussions with the property owners having regards to the intended project and preferred alignment. The owners were made aware of Council's preference to secure any infrastructure within an approved easement and to date are accepting of the proposed alignment. The proposed alignment chosen gave consideration to avoid trees where possible. Further consultation will be undertaken by the IED Program Coordinator to resolve concerns with several affected bottle trees to determine if they can be relocated due to their proximity to the works.



Additionally, on 1 October the owners agreed to have the centre line of the alignment marked by Council's survey team to further facilitate the negotiation of the easement. This marking is due to be completed by mid-October.

## CONCLUSION

It is recommended that Council proceed with acquisition of the easement for drainage purposes over part of 11 Panton Street, Woodend described as Lot 9 on RP43252.

Council will make all reasonable attempts to negotiate by agreement. However, if unsuccessful Council can exercise its powers under the *Acquisition of Land Act 1967* to secure the land via a compulsory process.

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Proposed Drainage Easement Plan  
	CONFIDENTIAL
2.	Title Search

Paul Lee

**SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)**

I concur with the recommendations contained in this report.

Brett McGrath

**PROPERTY SERVICES MANAGER**

I concur with the recommendations contained in this report.

Allison Ferres-MacDonald

**DEPUTY GENERAL COUNSEL**

I concur with the recommendations contained in this report.

Anthony Dunleavy

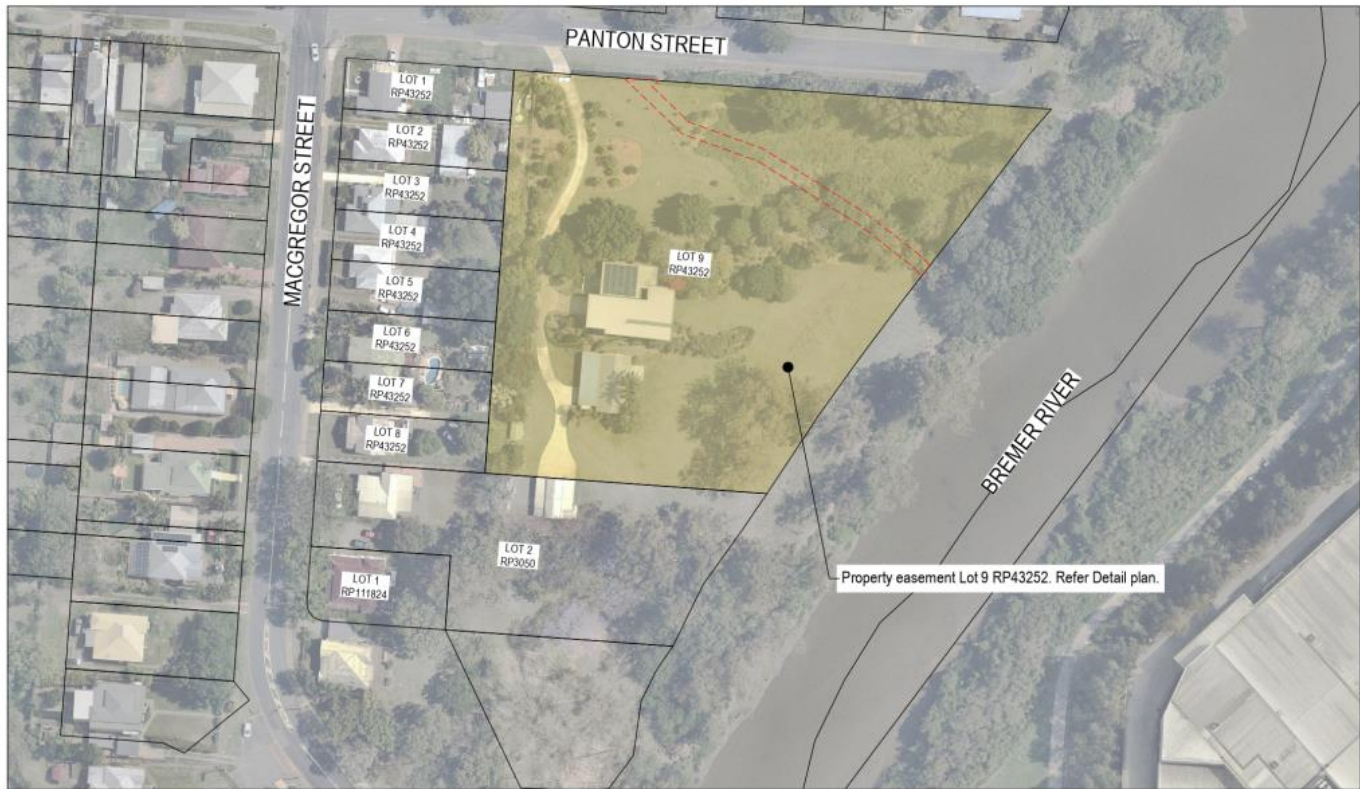
**ACTING GENERAL MANAGER CORPORATE SERVICES**

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



PLAN

Scale A: 1:250



PLAN

Scale A: 1:1000

PROPERTY DETAILS

LOCATION : 11 Pantan Street Woodend Qld 4305  
PROPERTY OWNER : Mrs L A MacGregor & Dr R A L MacGregor  
PROPERTY DESCRIPTION : Lot 9 RP43252

EXISTING AREA : 14,290 m<sup>2</sup>  
EASEMENT AREA : 425 m<sup>2</sup>  
BALANCE AREA : 13,865 m<sup>2</sup>

LEGEND

Proposed Easement

SETOUT POINTS

PT No.	EASTING	NORTHING
1	245867.392	736476.903
2	245878.007	736476.132
3	245875.747	736474.441
4	245886.932	736463.73
5	245908.916	736455.842
6	245939.821	736436.421
7	245955.126	736424.535
8	245958.853	736420.963
9	245956.384	736417.788
10	245952.329	736421.675
11	245937.373	736433.258
12	245907.28	736452.179
13	245884.78	736460.253

NOTES:

- All dimensions are approximate only and subject to survey.
- This drawing is to be read in conjunction with the Notes and Legend on Drg. INF04249 / 002.



Cardno (Qld) Pty Ltd | ABN 57 051 074 992  
Level 6, Springfield Tower, 145 Simmhamby Boulevard  
Springfield Central QLD 4300  
Tel: 07 3381 0111 Fax: 07 3470 1241  
Web: www.cardno.com.au

REVISIONS			
Issue	Revisions/Descriptions	Drawn	Date
1	40% Design Review	J.I.	Apr-2021
2	80% Design Review	A.A.	Jul-2021

SURVEY DATA			
Horiz. Datum	Teran 2001	Vertical Datum	AHD

DRAWING CERTIFICATION			
Classification	Civil	Certifier Name	C. Mantell
Certifier No.	16860	Certifier Date	Apr-2021
Signature:		Date:	
Drawing Status	80% DESIGN REVIEW		

COUNCIL APPROVAL			
Approved By			
(For)	General Manager (i&E)		
Date:			

**City of Ipswich**  
**TECHNICAL SERVICES**  
P.O. Box 191 Ipswich QLD 4305 Australia  
Telephone: (07) 3810 6666  
Facsimile: (07) 3810 7963  
e-mail: TechnicalServices@ipswich.qld.gov.au

Project  
**WOODEND CATCHMENT DRAINAGE - STAGE 1  
PROPOSED STORMWATER REHABILITATION**  
Drawing Title  
**PROPOSED DRAINAGE EASEMENT**

Drawn	J.I.	Date	Apr-2021
Designed	B.F.	Apr-2021	
Checked	B.W.	Apr-2021	
Project No.	Sheet No.	Rev.	
INF04249	1400	2	

Doc ID No: A7607553

ITEM: 6

SUBJECT: ACQUISITION OF DRAINAGE EASEMENT INF04251 - 50 BLACKALL STREET, EAST IPSWICH

AUTHOR: SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

DATE: 6 OCTOBER 2021

### EXECUTIVE SUMMARY

This is a report by the Senior Property Officer (Acquisitions and Disposals) dated 6 October 2021 concerning the acquisition of a drainage easement from a property located at 50 Blackall Street, East Ipswich and described as Lot 4 on RP97996.

### RECOMMENDATION

- A. That Council resolve to negotiate the terms for an easement over part of land located at 50 Blackall Street, East Ipswich and described as Lot 4 on RP97996, for drainage purposes.
- B. That in the first instance, the method of acquisition will be by agreement with the affected person/s pursuant to the *Property Law Act 1974* and the *Land Title Act 1994*.
- C. That should Council fail to negotiate the easement by agreement with the affected person/s, Council, as “*constructing authority*” pursuant to Section 5(1)(b)(i) of the *Acquisition of Land Act 1967*, will proceed to acquire an easement over part of the land located at 50 Blackall Street, East Ipswich and described as Lot 4 on RP97996.
- D. That Council be kept informed as to the progress and outcome of the acquisition.

### RELATED PARTIES

There have been no conflicts of interest declared in relation to the matter addressed in this report.

### IFUTURE THEME

Vibrant and Growing

### PURPOSE OF REPORT/BACKGROUND

Ipswich City Council (Council) are proposing to rehabilitate existing stormwater drainage located within a localised drainage sub-catchment of East Ipswich. The existing stormwater

network over time has had numerous service requests and repairs undertaken to prolong the life of the network but has typically been reported as being undersized and dysfunctional. This was re-confirmed by Council through a CCTV condition assessment of the network, which determined that much of the system consists of small diameter clay pipes which were originally sewer lines that have been re-purposed for stormwater.

Much of the existing stormwater network has been identified as requiring rehabilitation or was unable to be accessed due to physical constraints. It has been assumed sections of the drainage network will need to be replaced to enable the network to meet the desired level of service outlined in the ICC Planning scheme and Queensland Urban Drainage Manual (QUDM). Where possible works will be positioned within the road reserve. However, in other instances certain infrastructure will be located within private property and an easement will be required to enable Council access for ongoing maintenance.

As part of this project Council is proposing to establish a new underground stormwater drain along the southern side boundary of the subject property from its road frontage through to the Bremer River which defines its western rear boundary. The infrastructure is to be protected by a 4-metre-wide easement with an estimated area of 544m<sup>2</sup> (subject to survey) and the whole allotment has a total area of 2,276m<sup>2</sup>. It is a vacant residential allotment. Having an easement will allow Council legal access to maintain the drainage infrastructure.

Additionally, the property owner also owns the adjoining properties 52 Blackall Street to the north and 48 Blackall Street to the south. Both are improved with residential dwellings that are used as rental investments. 48 Blackall Street currently has three existing stormwater drains coming off its road frontage that then combine into a single drain in about the centre of the property before dispersing stormwater into the Bremer River. None of the existing Council drains through 48 Blackall Street are secured by easements. The current proposal does provide an advantage to the owner by consolidating the number of drains and moving them further away from existing improvements. However, the proposed new drainage easement through 50 Blackall Street does restrict proposed development on a vacant allotment.

With detailed design well underway, finalisation of the easement is required within the 2021-2022 financial year (FY) to allow the construction phase to commence as early as possible within the 2023-2024FY.

## **LEGAL/POLICY BASIS**

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

*Local Government Act 2009*

*Acquisition of Land Act 1967*

*Property Law Act 1974*

*Land Title Act 1994*

## **RISK MANAGEMENT IMPLICATIONS**

The risk of not completing the works and establishing an easement will leave existing underground infrastructure unsecured in private land and jeopardise the proposed upgrade and improvement to the existing network.

## HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	If endorsed the easement will be acquisition of an easement over private property via either the preferred method of negotiated purchase or acquired by compulsory acquisition.
(b) What human rights are affected?	Section 24 – Property Rights
(c) How are the human rights limited?	Reduced Rights over section of the property
(d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable?	<p>The land is required to improve and upgrade drainage infrastructure flows for the larger catchment and allow legal access for its ongoing maintenance.</p> <p>The limitation is fair and reasonable because:</p> <ul style="list-style-type: none"> <li>• If the acquisition is negotiated the outcome will reflect a joint agreement with the owner; or</li> <li>• If compulsorily acquired the acquisition will be conducted in accordance with the framework under the <i>Acquisition of Land Act</i>.</li> </ul>
(e) Conclusion	The decision is consistent with human rights.

## FINANCIAL/RESOURCE IMPLICATIONS

Expenses relating to the purchase of the easement at 50 Blackall Street, East Ipswich will form part of the project budget. If agreement cannot be reached with the property owners an easement over the required section will be resumed pursuant to Section 5(1)(b)(i) of the *Acquisition of Land Act 1967*. Expenses relating to Land Court proceedings will also form part of the project budget.

## COMMUNITY AND OTHER CONSULTATION

In November 2020 and later in September 2021 Council IED officers met with the property owner discussing the intended project, preferred alignment and requirement for an easement. The effect on his adjoining properties was also discussed and the proposed alignment was considered the preferred option.

The owner has recently stated he is reconsidering his support of the proposed alignment having now listed all three properties (50, 52 and 60 Blackall Street) for sale as a single redevelopment site and is unsure how the easement will affect future development by a prospective purchaser.



On the 1<sup>st</sup> October 2021 staff members from IED and Property Services met with the owner to discuss the proposal with an easement being placed along the southern boundary of 50 Blackall Street. It was suggested to the owner that the proposed alignment will impact on future development but the effects are unknown without any specific development plans and also the existing drainage infrastructure will have a similar affect but over a much larger area comprising three separate lines instead of the proposed single line. Currently the owner is agreeable to proceed to a negotiation stage of an acquisition.

## CONCLUSION

It is recommended that Council proceed with an acquisition of the easement for drainage purposes over part of 50 Blackall Street, East Ipswich and described as Lot 4 on RP97996.

Council will make all reasonable attempts to negotiate by agreement. However, if unsuccessful Council can exercise its powers under the *Acquisition of Land Act 1967* to secure the land via a compulsory process.

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Proposed Drainage Easement Plan  
	CONFIDENTIAL
2.	Current Title Search

Paul Lee

**SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)**

I concur with the recommendations contained in this report.

Brett McGrath

**PROPERTY SERVICES MANAGER**

I concur with the recommendations contained in this report.

Allison Ferres-MacDonald

**DEPUTY GENERAL COUNSEL**

I concur with the recommendations contained in this report.

Anthony Dunleavy

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

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### DETAIL PLAN

Scale B



**PLAN**  
Scale A

## PROPERTY DETAILS

LOCATION : 50 Blackall Street, East Ipswich  
PROPERTY OWNER : Mr. C. Roots and Mrs. V. E. Roots

PROPERTY DESCRIPTION : Lot 4 RP 97996  
EXISTING AREA : 2276 m<sup>2</sup>  
EASEMENT AREA : 544 m<sup>2</sup>  
BALANCE AREA : 1732 m<sup>2</sup>

LEGEND

Proposed Easement

NOTES:


- NOTES:
1. All dimensions are approximate only and subject to survey.
  2. This drawing is to be read in conjunction with the Notes and Legend on Drg. INF04251/002.


[illegible]

**SURVEY DATA**

Horiz. Datum	Terrain 2001	Vertical Datum	A.H.D.	Level Book	GRID
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Size: A1 - Scales before reduction.

Scale A  1:1000

Scale B  1:250

Dimensions shown in metres except where shown otherwise

DRAWING CERTIFICATION	
Classification	Civil
Certifier Name	Tim Randall
Certifier No.	10900
Date	
Signature:	.....
Drawing Status	<b>100% D</b>

COUNCIL APPROVAL	
Approved By	
(For)	General Manager (WE)
Date:	



Project	<b>EAST IPSWICH PROPOSED STORMWATER UPGRADE (STAGE 1)</b>
Drawing Title	<b>PROPOSED DRAINAGE EASEMENT</b>

		www.ingenry.com.au	
	Name		Date
	M. Tranter		Sep-2021
	Designed		Sep-2021
	Checked		Sep-2021
	D. Chaillie		Sep-2021
	Project No.		Rev.
	INF04251		3

Doc ID No: A7588577

ITEM: 7

SUBJECT: PROCUREMENT: SUPPLY AND DELIVERY OF WASTE COLLECTION / COMPACTION TRUCKS

AUTHOR: CONTRACTS OFFICER

DATE: 24 SEPTEMBER 2021

### EXECUTIVE SUMMARY

This is a report concerning the recommendation to award a contract for the supply and delivery of eighteen (18) side loading waste collection and compaction trucks to be utilised by Ipswich Waste Services. A request for quotation was released under the LGA arrangement for the Supply of Trucks (Cab Chassis) – LGA arrangement reference NPN04.13, to all pre-qualified Suppliers on that list. All submissions meeting the mandatory criteria were thoroughly evaluated and the recommendation determined by the Evaluation Committee is set out below.

### RECOMMENDATION

- A. That pursuant to Section 234 of the *Local Government Regulation 2012* (Regulation), Council utilise LGA Arrangement NPN04.13 for the supply of Trucks (Cab-Chassis) by Local Buy Pty Ltd, for the provision of the supply and delivery of eighteen (18) side loading waste collection and compaction trucks (Council file reference number 16421), with Volvo Group Australia Pty Ltd (T/A Volvo Commercial Vehicles) (Supplier) who is a party to the LGA Arrangement.
- B. That under the LGA Arrangement with the Supplier, the approximate purchase price is \$7,968,328.00 excluding GST over the entire term, the end date of the initial term being 30 September 2023, with no current options for extension.
- C. That Council may enter into ancillary contractual arrangements with the Supplier, as allowed for by the LGA Arrangement.
- D. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to 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

No conflict-of-interest declarations in relation to the proposed recommendations have been made during this procurement activity. The related party for the supply and delivery of

eighteen (18) side loading waste collection and compaction trucks is Volvo Group Australia Pty Ltd (T/A Volvo Commercial Vehicles - ABN 27 000 761 259).

## **IFUTURE THEME**

Natural and Sustainable

## **PURPOSE OF REPORT/BACKGROUND**

The purpose of this report is to seek Council endorsement of the recommendations. An approved Strategy Tender Evaluation Plan (STEP) established the strategy to take the Request for Quotation (RFQ) to the market. Council released the RFQ (16421) for the Supply & Delivery of Waste Collection / Compaction Trucks to all Pre-Qualified Suppliers under Contract number NPN04.13, via VendorPanel (VP254349) on Tuesday 20 July 2021 with a closing date of Tuesday 17 August 2021 at 02:00 PM. Contract number NPN04.13 is Local Government Arrangement (LGA) for the Supply of New Trucks to Australian Local Governments.

The STEP additionally outlined the process for the evaluation of submitted quotations, the criteria each submission was to be scored against and amongst other criteria, value for money. An established Evaluation Committee of Council Officers evaluated and scored each submitted quotation and in determining value for money, a significant price analysis of each vehicle offering undertaken. This included the evaluation of each of the cab-chassis offering and the compaction body offering.

The STEP also ensured that each submission was evaluated in a consistent manner and evaluated both from a qualitative and quantitative perspective. The complete process is set out in the Recommendation to Award (16421) attachment, including all internal document references.

It was determined by the Evaluation Committee that the Supplier noted in the recommendation should be awarded the contract for the supply and delivery of eighteen (18) side loading waste collection and compaction trucks. The body type and specific collection application intended for each truck to be ordered, is also set out in the attachment.

Operationally Council currently has twenty-four (24) side lift waste collection and compaction trucks. Based on a seventy-two (72) month lifespan, these current side lift collection and compaction trucks are reaching their operational lifespan limit. Weekly growth in the demand for kerbside collection services is placing additional strain on the current aging fleet of collection vehicles. A total of twenty-two (22) are due for replacement by the end of financial year 2023. This current procurement for eighteen (18) is based on the Fleet Capital Replacement Program.

## **LEGAL/POLICY BASIS**

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

## RISK MANAGEMENT IMPLICATIONS

In the absence of ordered / replacement side lift waste collection and compaction trucks, the following risks may present:

- Potential unreliability of an aging fleet of kerbside (side lift) waste collection and compaction vehicles,
- Potential unavailability of kerbside (side lift) waste collection and compaction vehicles, resulting in missed residential waste collection services or increased missed bin service rate on high demand days of service,
- Potential for health and regulatory implications if there is an inability of Council to fulfill, in full, its legal requirements to collect and manage waste.

## HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The decision to enter into a contractual arrangement.
(b) What human rights are affected?	No human rights are affected as the contract is with a Proprietary Limited Company.
(c) How are the human rights limited?	Not applicable.
(d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable?	Not applicable.
(e) Conclusion	The decision is consistent with human rights.

## FINANCIAL/RESOURCE IMPLICATIONS

The financial implications (cost to Council to procure the goods / vehicles) for the intended order of eighteen (18) side load waste collection and compaction trucks is \$7,968,328.00 excluding GST. Budget / funding allocation has been confirmed within the Infrastructure and Environment's Waste Truck Capital Replacement program.

It is highly likely that the delivery timeframe for these specialist vehicles will extend beyond the current financial year. If this is the case, funds allocated in the current financial year will need to be re-allocated to next financial year.

In reference to resource implications, it is important to note the effects of COVID-19 have had and continue to significantly affect the supply chain specific to the supply of trucks to the Australian market. Lead times are considerable (potentially fifteen (15) months noted in the submission from point of order placement) however business continuity is maintained

due to the availability and utilisation of current assets, until the supply and delivery of ordered replacement assets.

## **COMMUNITY AND OTHER CONSULTATION**

There was no community consultation. Significant internal stakeholder consultation occurred at various stages throughout the procurement involving multiple Branches and Departments across Council as noted in the attachment.

## **CONCLUSION**

It was determined by the Evaluation Process and Committee that the recommended preferred supplier - VOLVO GROUP AUSTRALIA PTY LTD proposes the vehicle (truck) offering that delivers the best value for money for Council and is fit for the intended operational purpose. It is recommended the supply and delivery contract (under the LGA Arrangement NPN04.13) for the eighteen (18) side loading waste collection and compaction trucks (Council file reference number 16421) be awarded to Volvo Group Australia Pty Ltd (T/A Volvo Commercial Vehicles) who is a party to the LGA Arrangement.

## **ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS**

1.	CONFIDENTIAL Recommendation to Award (16421)
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Mark Benson

### **CONTRACTS OFFICER**

I concur with the recommendations contained in this report.

Juliana Jarvis

### **GOODS AND SERVICES CATEGORY MANAGER**

I concur with the recommendations contained in this report.

Richard White

### **MANAGER, PROCUREMENT**

I concur with the recommendations contained in this report.

Wesley Davis

### **ACTING MANAGER, ASSET SERVICES**

I concur with the recommendations contained in this report.

Sean Madigan

### **ACTING GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT**

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Doc ID No: A7584571

ITEM: 8

SUBJECT: PROCUREMENT: RESIDENTIAL GLASS AND KERBSIDE RECYCLING

AUTHOR: CONTRACTS OFFICER

DATE: 22 September 2021

### EXECUTIVE SUMMARY

This is a report concerning Residential Glass and Kerbside Recycling Services (yellow top bin).

This report recommends that Council approve the direct negotiation with the Trustee for Southern Paper Converters Trust t/a Visy Recycling Pty Ltd pursuant to section 235(b) of the *Local Government Regulation 2012 (Regulation)*, because of the specialised nature of the services that are sought, it would be impractical to invite tenders for the provision of Residential Glass and Kerbside Recycling Services.

Council seeks approval to negotiate directly on price and service outcome and believe that they can drive a better value outcome from the supplier. Commercial-in-confidence (CIC) details have been included in Attachment 1 regarding the previous tender process that resulted in the current contracting arrangements. For these reasons, we recommend the CIC attachment, remains confidential, as it would inform the supplier of the budgetary amount available to Council and would impact on those negotiations. A secondary paper with a contract award recommendation will progress to council upon negotiation and agreement with the Trustee for Southern Paper Converters Trust t/a Visy Recycling prior to the contract expiry of 28 February 2022.

### RECOMMENDATION

- A. That pursuant to Section 235(b) of the *Local Government Regulation 2012 (Regulation)*, Council resolve that the exception applies because of the specialised nature of the services that are sought and it would be impractical and disadvantageous to invite tenders for the provision of Residential Glass and Kerbside Recycling Services.
- B. That Council enter into a contractual arrangement (Council file reference number 17351) for Residential Glass and Kerbside Recycling Services with the Trustee for Southern Paper Converters Trust t/a Visy Recycling, for the value as set out in confidential Attachment 1, for an initial term of two (2) years and four (4) months, with an option at Council's discretion, to extend the contractual arrangement for an additional two (2) x one (1) year terms.

- C. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to 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 Trustee for Southern Paper Converters Trust t/a Visy Recycling

## IFUTURE THEME

Natural and Sustainable

## PURPOSE OF REPORT/BACKGROUND

Council requires a contractor to receive and process its co-mingled yellow top recycling, as well as its clean stream of glass that is still received through direct drop off. Previously Council held two (2) separate contracts for these services, however in recent times Visy Pty Ltd has absorbed Owens Illinois (OI) the glass processing company, which means that in effect, Visy are the only provider currently available.

This report recommends that Council proceeds with direct negotiations through engagement with the Trustee for Southern Paper Converters Trust t/a Visy Recycling to provide a Residential Glass and Kerbside Recycling Services for Council.

The lack of sufficient Material Recovery Facilities (MRF) to cater for the current and future population of South East Queensland (SEQ) is a well-established fact. Visy operate the sole major co-mingled facility in SEQ. This Visy facility in Brisbane currently caters for Brisbane, Gold Coast, Ipswich, Logan, Moreton and Sunshine Coast materials as a minimum. While, some smaller regional facilities do exist, such as the Anuha MRF in Lockyer, these do not have the capacity to absorb this council’s tonnages.

This is a priority subject for the Council of Mayors South East Queensland (CoMSEQ) waste working group as well as the Sub-Regional Alliance (SRA) between Logan City Council, Redland City Council and Ipswich City Council.

Several of the jurisdictions, including Ipswich through the SRA, are progressing options to resolve this problem in line with CoMSEQ recommendations. However, a long-term solution to this particular issue will not be operational for several years, hence the requirement to maintain an ongoing relationship with Visy in the short to medium term.

As Ipswich City Council is current directly involved in the SRA, which is a competitive tender process, establishing another competitive tender would be counter-productive and inappropriate. Additionally, as services are required from March 2022 there is no alternative operator available to process product.

The current contract for residential glass and kerbside recycling will expire on 28 February 2022. This contract was the result of a public tender during May 2017 for a new contract for the provision of Material Recovery Services.

The initial outcome of that tender would have enabled a different company to develop a MRF in SEQ, however due to a range of factors, including the significant reduction in commodity prices this offer was revoked and Council utilised s235(c) of the Regulation for an interim arrangement to prevent the continued disposal of recyclables to landfill. Council then entered an interim arrangement with Visy. This contract expires 28 February 2022.

The new contract is proposed for a period of two (2) years and four (4) months commencing 1 March 2022, with two (2), one (1) year extension options. These periods are designed to align with the projected outcomes of the SRA process, while allowing reasonable options to progress if the SRA solution doesn't come to fruition.

### LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:  
*Local Government Regulation 2012 s235 (b)*

### RISK MANAGEMENT IMPLICATIONS

The risk to Council if the recommendation within this report is not approved is that Council's continuity of Residential Glass and Kerbside Recycling Services would be compromised which would result in a loss of significant service provision to the local community.

### HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	That Council enter into a contractual arrangement (Council file reference number 17351 Residential Glass and Kerbside Recycling Services with The Trustee for Southern Paper Converters Trust t/a Visy Recycling, being an initial term of two (2) years and four (4) months, with options for extension at the discretion of Council (as purchaser), of an additional two (2) X one (1) year terms.
(b) What human rights are affected?	No Human Rights Affected
(c) How are the human rights limited?	Not applicable
(d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable?	Not applicable
(e) Conclusion	The decision is consistent with human rights.

## **FINANCIAL/RESOURCE IMPLICATIONS**

Funding is available from within Ipswich Waste Services Budget Allocation.

## **COMMUNITY AND OTHER CONSULTATION**

Consulted with the Infrastructure and Environment Department who agree with this recommendation.

## **CONCLUSION**

This report recommends that Council negotiates and executes a contract with the Trustee for Southern Paper Converters Trust t/a Visy Recycling to provide Residential Glass and Kerbside Recycling services commencing 1 March 2022 for a period of two (2) years and four (4) months, plus two (2), one (1) year extension options.

## **ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS**

1.	CONFIDENTIAL Visy CONFIDENTIAL Summary Report Oct 2021
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John O'Donnell

**CONTRACTS OFFICER**

I concur with the recommendations contained in this report.

Juliana Jarvis

**GOODS AND SERVICES CATEGORY MANAGER**

I concur with the recommendations contained in this report.

Richard White

**MANAGER, PROCUREMENT**

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**

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.

Sonia Cooper  
**ACTING CHIEF EXECUTIVE OFFICER**

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Doc ID No: A7601448

ITEM: 9

SUBJECT: PROCUREMENT: PAINTBACK PAINT PRODUCT STEWARDSHIP SCHEME  
EXTENSION

AUTHOR: CONTRACTS OFFICER

DATE: 1 OCTOBER 2021

### EXECUTIVE SUMMARY

The purpose of the report is to identify the continuing requirement for the Paintback scheme and its associated collection, recycling and disposal services of architectural and decorative paint. Paintback Ltd have supplied these services to Ipswich City Council for several years at no cost.

This report recommends that Council approve a renewal of the agreement with Paintback Ltd in line with section 235(b) of the regulation, which operates as an exception to inviting quotes or written tenders for medium and large-sized contractual arrangements if the local government resolves that, because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tenders.

The renewal of the agreement with Paintback Ltd continues the provision of services at no cost to Council under the National Paint Product Stewardship Scheme which has been granted approval by the Australian Competition and Consumer Commission (ACCC).

### RECOMMENDATION

- A. That pursuant to Section 235(b) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception applies because of the specialised and/or confidential nature of the services that are sought and it would be impractical and/or disadvantageous to invite quotes or tenders for the provision of collection, recycling and environmentally friendly management of liquid architectural and decorative paints (A&D).
- B. That Council enter into a contractual arrangement (Council file reference number 17353) with Paintback Limited, being a term of ten (10) Years, with no options for extension.
- C. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to 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 Australian Paint Manufacturers' Federation (APMF) was granted authorisation (by the ACCC) on behalf of itself (Paintback Pty Ltd) and certain paint manufacturers/importers (together, the Applicants) to impose a levy of up to fifteen (15) cents per litre on the supply of certain architectural and decorative paint and woodcare products. The levy is part of a National Paint Product Stewardship Scheme which provides a nationally co-ordinated approach for the collection, recycling, and environmentally friendly management of liquid architectural and decorative paints (A&D).

Paintback Pty Ltd's founding members are Dulux, Haymes, PPG, Resene and The Sherwin-Williams Company. Paintback Pty Ltd is the only provider of this free service under the National Paint Product Stewardship Scheme.

## **IFUTURE THEME**

Natural and Sustainable

## **PURPOSE OF REPORT/BACKGROUND**

The ACCC has decided to grant authorisation to enable Paintback and participating paint suppliers to continue to impose a levy of up to \$0.15 per litre (plus GST) on the wholesale sale of certain architectural and design paints to fund the Paintback scheme.

The current site services agreement is at no cost to Council. One of the aims of the scheme established under the ACCC determination (AA1000536) is to contract with state, territory and local governments and waste service providers for the removal, safe and proper disposal and recycling of A&D paint at no cost to these government bodies.

The current contract 13454 had a term of three (3) years from 14 February 2020 to 13 February 2023.

The new determination extends Paintback Pty Ltd's stewardship to 18 June 2031.

Council requires a renewal for this arrangement to continue the proper disposal and recycling of A&D paint.

## **LEGAL/POLICY BASIS**

This report and its recommendations are consistent with the following legislative provisions: *S 235 (b) Local Government Regulation 2012*

## **RISK MANAGEMENT IMPLICATIONS**

There are not considered to be any risks associated with adopting this renewal.

## HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
<b>OTHER DECISION</b>	
	<a href="https://objprd.council.ipswich.qld.gov.au/id:A7419935/document/versions/latest">https://objprd.council.ipswich.qld.gov.au/id:A7419935/document/versions/latest</a>
(a) What is the Act/Decision being made?	
(b) What human rights are affected?	No Human Rights affected
(c) How are the human rights limited?	
(d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable?	
(e) Conclusion	The decision is consistent with human rights.

## FINANCIAL/RESOURCE IMPLICATIONS

By accepting the renewal and entering a new agreement arrangement with Paintback Pty Ltd, there will be no financial or resource implications. There are no proposed changes to the current agreement or operational arrangements that are already in place.

## COMMUNITY AND OTHER CONSULTATION

There has been no direct community consultation however Paintback Pty Ltd promote the scheme nationally in various forms of media with locations of collection sites participating in the scheme.

There has additionally been internal consultation with Ipswich Waste Services officers regarding the performance of the current contractual arrangement / site services agreement and they support the service.

## CONCLUSION

Accepting the renewal and entering a new contractual arrangement with Paintback Pty Ltd for the removal, safe and proper disposal and recycling of A&D paint from Council's Riverview Transfer Station, at no cost to Council.

The proposed agreement duration will run parallel with the ACCC determination permitting the National Paint Product Stewardship Scheme. Therefore, the expiry date, under the new agreement, will be 18 June 2031. ACCC determination number (AA1000536) is attached (Attachment 2).

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	CONFIDENTIAL Final Determination and Interim Authorisation Decision - 27.05.21 - PR - AA1000536 Paintback
2.	13454 Executed Contract

John O'Donnell  
**CONTRACTS OFFICER**

I concur with the recommendations contained in this report.

Juliana Jarvis  
**GOODS AND SERVICES CATEGORY MANAGER**

I concur with the recommendations contained in this report.

Richard White  
**MANAGER, PROCUREMENT**

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**

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: A7614691

ITEM: 10

SUBJECT: INFRASTRUCTURE AND ENVIRONMENT DEPARTMENT CAPITAL DELIVERY  
REPORT SEPTEMBER 2021

AUTHOR: MANAGER, CAPITAL PROGRAM DELIVERY

DATE: 8 OCTOBER 2021

### **EXECUTIVE SUMMARY**

This is a report concerning the performance of the capital delivery by the Infrastructure and Environment Department for the month of September 2021.

Officers across the whole Infrastructure and Environment Department are contributing to the positive results seen in the early stages of the 2021-2022 financial year. The result is especially pleasing when compared to the rate of delivery achieved in previous financial years.

### **RECOMMENDATION/S**

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

### **RELATED PARTIES**

There is no known conflicts of interest in relation to this report

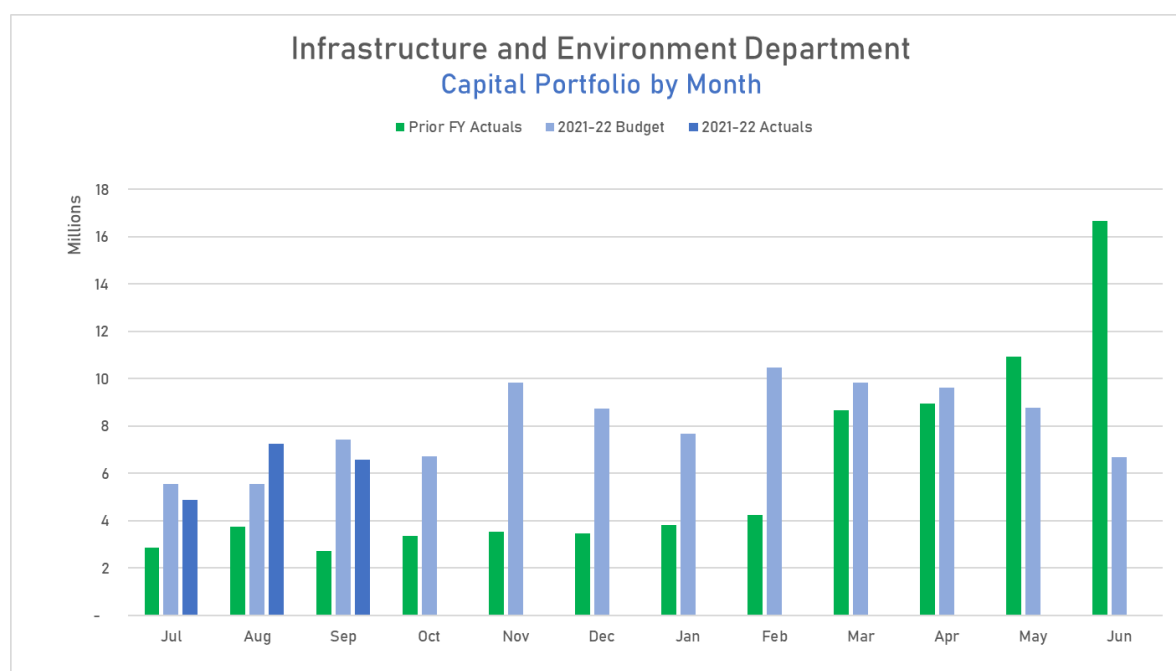
### **IFUTURE THEME**

Vibrant and Growing

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

#### **Summary**

Another very pleasing result for the month of September, with a financial outcome of \$6.57mil expenditure versus a budget of \$7.4mil. While slightly down on the budget baseline for the month, this represents an end of First Quarter result of \$18.69mil expenditure versus a budget of \$18.5mil.



A significant portion of the September shortfall in expenditure against budget is a result of savings and re-phasing of the Whitwood Road landfill rehabilitation works and late invoicing in September within the Transport & Traffic Program for Trevor Street, Bellbird Park.

IE Deliverable (September 2021)	MTD					YTD		
Capital Program	Actuals	Budget	Variance (Budget - Actuals)	Forecast	Variance (Forecast - Actuals)	Actuals	Budget	Variance (Budget - Actuals)
Asset Rehabilitation	3,638,290	3,766,790	128,500	3,641,266	2,976	10,021,042	9,652,940	368,102
Corporate Facilities	75,176	110,189	35,013	119,217	44,041	296,816	296,367	449
Local Amenity	341,341	395,585	54,244	215,848	125,493	941,961	825,566	116,395
Flood Mitigation & Drainage	256,049	45,500	210,549	149,500	106,549	422,917	58,000	364,917
Parks, Sports & Environment	157,665	476,214	318,549	257,076	99,411	752,325	933,355	181,030
Transport And Traffic	1,468,122	1,895,423	427,301	1,686,887	218,765	4,674,383	5,823,649	1,149,266
Project Overheads	58,882	-	58,882	-	58,882	177,904	-	177,904
<b>Infrastructure Program</b>	<b>5,995,526</b>	<b>6,689,701</b>	<b>694,175</b>	<b>6,069,793</b>	<b>74,268</b>	<b>17,287,346</b>	<b>17,589,877</b>	<b>302,531</b>
Fleet	448,367	634,600	186,233	322,000	126,367	1,190,553	634,600	555,953
Waste	101,138	63,140	37,998	142,640	41,502	172,049	255,880	83,831
Others (Specialist Equipment)	32,002	4,000	28,002	42,108	10,106	40,592	10,000	30,592
<b>Total</b>	<b>6,577,033</b>	<b>7,391,441</b>	<b>814,408</b>	<b>6,576,541</b>	<b>492</b>	<b>18,690,540</b>	<b>18,490,357</b>	<b>200,183</b>

### Monthly Program Variances Greater than \$100k (Actual vs Budget)

**Transport & Traffic** was \$427k under budget due primarily to late invoicing for works completed on Trevor St, Bellbird Park. Works are now substantially complete with the invoice to be included in October financials.

**Asset Rehabilitation** was \$128k under budget for the month. There were no significant slippages of projects within the portfolio but rather a combination of several relatively small negative variances across the program.

**Flood Mitigation & Drainage** was \$210k above budget due to earlier than anticipated completion of drainage rehabilitation works in Queensborough Parade, Karalee.

**Parks, Sport & Environment** was \$321k under budget with the main underspend as a result of delivery rephasing for Harding's Paddock landscaping project which will now commence in mid-October.

**Fleet** was \$186k under budget baseline for the month due to significant issues being experienced in the delivery timelines for most plant and equipment purchases. This is primarily a phasing variance due to supply chain issues globally. It is anticipated that despite these issues, the majority of plant will be procured and delivered this financial year.

As highlighted last month, delivery timelines for some of the large vehicles has extended beyond the current financial year. Procurement of 8no. waste collection side-loaders (used for the domestic waste collection runs) is nearing completion however delivery dates will require funding to be allocated in to following financial year (2022-23). The amount of this funding is will be confirmed once the procurement activity is complete.

**Landfill Remediation** works at the Whitwood Road site were budgeted for the total amount of \$7mill over 8 months this financial year. At this stage it is now expected that the actual cost will be in order of \$5mill. In coming months this will show as actual expenditure being below the budget baseline (including \$409k in this month) however the project remains on target for full completion with an overall saving to Council in the order of \$2mill.

Anticipated Capital Expenditure for the full year remains generally in line with the approved budget. While some variations to budget within projects are to be expected, there are no projects that currently have a significant risk of non-delivery.

### **Major Projects**

#### **Springfield Parkway & Springfield-Greenbank Arterial Road Upgrade**

Expenditure for the project in September was \$126k up on budget expectations.

Bridge subcontractor is progressing well with piling works for the bridge duplication over Opossum Creek now completed and the bridge deck under construction.

The relocation works for Energex and Telstra services have commenced also and are progressing well against schedule.

#### **Redbank Plains Rd Stage 3**

Total forecast for September of \$523k versus actual of \$650k

Telstra are to commence service relocation works in early October with completion early December. Land resumption of RP boundaries near Kruger roundabout has commenced, including tree removal and fencing.

Energex underground works will commence mid-October from Morgan Street to Kruger Parade.

Energex Overhead works will commence mid-October from Highbury Drive to Kruger Parade.

#### **Resurfacing Program**

Actual expenditure was above budget by \$187k as a result of early preparation works and resurfacing works already underway for this year's resurfacing program.

The 21-22 FY spray seal program is anticipated to run through to April 2022, based on current schedule progress.

#### **Grant Funding**

One project was completed in September with external grant funding commitments:

- Old Logan & Addison Rd Intersection Improvements

**PTAIP Bus Stop Program** received the final funding approval from Translink. The funding submission however was based on design and delivery over two (2) FY's and Translink have now based the funding approval on completion of all works including claims by 3 June 2022.

**Grant Projects Scheduled for delivery this FY (includes Multi-year Funding)**

**NOTE:** Below table includes reporting on capital construction projects only – it does not include Design Only or OPEX projects

Name	Suburb	Estimate	Funding	Completion Date (Completed)
<b>LRCIP Round 2 (Local Roads &amp; Community Infrastructure Program)</b>				
Laurel St KR 20	Redbank Plains	\$663,702	\$241,721	27/08/2021
Mount Crosby Rd FR 21	Tivoli	\$306,058	\$146,439	8/09/2021
South Station Rd LR 20	Raceview	\$1,029,395	\$450,000	21/01/2022
Trevor St Remedial Works	Bellbird Park	\$3,214,754	\$2,900,000	29/10/2021
North Station Rd Ret Wall 18	North Booval	\$3,780,603	\$1,095,000	31/08/2021
Tivoli SC Baseball F 21	Tivoli	\$109,000	\$150,000	6/10/21
<b>URCSP (Unite and Recover Community Stimulus Package)</b>				
Sutton Park Skate 19	Brassall	\$816,822	\$1,230,000	14/04/2022
<b>PTAIP (Passenger Transport Accessible Infrastructure Program)</b>				
PTAIP BU 21 – Bus Stops x 25	Various	\$1,335,000	\$831,825	13/05/2022
<b>CNLGGP (Cycle Network Local Government Grants Program)</b>				
Eastern Ipswich BW 19	Ipswich	\$1,050,826	\$275,000	1/03/2022
<b>Blackspot</b>				
Old Logan Rd & Addison Rd TL 19	Camira	\$696,340	\$459,220	10/09/2021
Hill St Cyprus St TI 20	North Ipswich	\$121,379	\$121,500	15/10/2021
Brisbane Rd Esther St TL 22	Riverview	\$111,724	\$112,000	30/11/2021
Cemetery Rd Whitehill Rd TL 22	Raceview	\$125,338	\$126,000	30/11/21
<b>LERP (Local Economic Recovery Program)</b>				
Hardings Paddock L 20	Purga	\$418,000	\$340,000	30/06/2022
Fire Station 101	Ipswich	\$284,357	\$58,540	9/08/2021
<b>TIDS (Transport Infrastructure Development Scheme)</b>				
Redbank Plains Stage 3	Redbank Plains / Bellbird Park	7,415,000	705,446	29/06/23
<b>R2R (Roads to Recovery)</b>				
Springfield Greenbank Arterial	Springfield / Springfield Central / Springfield Lakes	21,014,554	2,327,860	8/11/22
<b>SEQCSP (South East Queensland Community Stimulus Program)</b>				
Rosewood RRC Major Upgrade	Rosewood	\$4,500,000	\$4,500,000	30/03/2024
Riverview RRC Upgrade Stage 1	Riverview	\$2,170,000	\$2,170,000	30/06/2023

### Multi-year Funded Grant Projects

- PTAIP Bus Stops
- Rosewood RRC Major Upgrade
- Riverview RRC Upgrade Stage 1

### Master Schedule Delivery Milestones for September

Milestone	September Baseline	September Actual	Actuals Year to date
Practical Completion	12	13	25

### Master Schedule Baseline Deliverables for 21-22 FY

Count of Project ID BL Deliverables	Total
Design	
Concept	25
Detail	41
Construction	
(IFC yet to Complete)	34
(IFC completed)	67
Multiyear Construction	11
Programs	37

### LEGAL/POLICY BASIS

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

### RISK MANAGEMENT IMPLICATIONS

The Infrastructure and Environment Department has a departmental risk register that includes delivery of the capital program. The leadership team of the department continues to monitor our risk in relation to this and takes mitigation action where necessary.

### HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS
<b>RECEIVE AND NOTE REPORT</b>
The recommendation states that the report be received and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights.

### FINANCIAL/RESOURCE IMPLICATIONS

The Infrastructure and Environment Department remains on target to meet the 2021-2022 capital budget.

## COMMUNITY AND OTHER CONSULTATION


No community consultation was required in relation to this report.

The Stakeholder Management Branch of the Infrastructure and Environment Department engages extensively with the community impacted by our works to ensure that they are informed in advance of works, communicated with during works and ensure that any issues that arise are managed effectively.

## CONCLUSION

The Infrastructure and Environment Department is committed to delivering high quality infrastructure for the community and has done so successfully for the month of September.

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	IED Capital Portfolio Report September 2021 <a href="#">↓</a> 
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Graeme Martin

**MANAGER, CAPITAL PROGRAM DELIVERY**

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”***

# IED Capital Portfolio Update Report

September 2021





## IED Capital Portfolio Update Report

Stage 1 Springfield Parkway & Springfield  
Greenbank Arterial, between Centenary Hwy &  
Eden Station Drive

### Package 1 - Early Works

- Total forecast for September was \$792.8k versus actual of \$650.1k
- Shortfall of expenditure due to additional piling works delaying the bridging works that were forecasted
- Earthworks 85% complete with balance following bridge and culvert works
- 3 x 3.6m culverts extensions installed and 75% backfilled, aprons and wingwall are finished and outlet & inlet protection works are to be completed
- UU water main works are 80% complete and continuing to progress well, with road crossing now completed also
- Deck units for the bridge are manufactured. Pile driving and trimming of piles complete with abutment works now commencing
- A program is being developed with Urban Utilities, so relocations can be completed along with the Early Works Package to meet the Civil Works Package start date
- Current Completion remains scheduled for mid-December 2021 including EOT for late IFC Drawings submitted



## IED Capital Portfolio Update Report

- **Resurfacing Program (Reseals & AC Overlays)**

- Total Approved Budget - \$13.56m
- Total forecast for September of \$487.8k versus actual of \$957.9k
- Resurfacing areas 1 & 3 have been completed
- Resurfacing area 4 is 70% complete
- Prelim works with failure repairs is almost complete for Area 2 and resurfacing will commence late October
- Area 5 is ready to be awarded and area 6 is commencing in procurement
- Areas 7 & 8 are currently in design
- Overall works are on track and are being delivered in line with approved budget



## IED Capital Portfolio Update Report

- **Redbank Plains Rd Stage 3 RU 17 (TIDS Funded)**
  - Total forecast for September of \$347k versus actual of \$123k. Shortfall due to delay with Telstra, with works not commencing in September as planned
  - Telstra to commence service relocation works in early October, with completion early December
  - Land resumption of RP boundaries near Kruger roundabout has commenced, including tree removal and fencing
  - Energex underground works due to commence mid Oct from Morgan Street to Kruger Parade
  - Energex Overhead works commence mid October from Highbury Drive to Kruger Parade
  - Road construction package remains on schedule to commence in the first quarter of 2022



## IED Capital Portfolio Update Report

### Trevor St (LRCI 2 Grant)

- Total forecast for September of \$470k versus actual of \$16.6k. Shortfall of spend due to late receipting of contractor payment claim – will be included in October financials
- The road asphalt pavement surfacing and drainage works are now complete
- All embankment works including planting are complete, with only the construction of the stairs to be finalized
- The pedestrian safety fencing and installation of guardrail has been completed
- Completion of all works is currently scheduled for late October
- The completed works have been accepted well by the residents



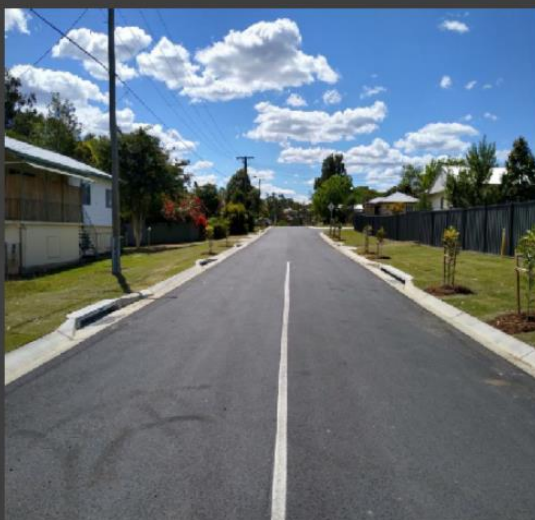
## IED Capital Portfolio Update Report

### Blackstone Rd Footpath Rehab A

- Total forecast for September of \$140k versus actuals of \$121.5k
- Construction of footpath between Cambridge Street and Grange Road is almost complete
- The impacts with reconstruction of driveways to a large number of properties has been managed well with residents
- All works all scheduled to be completed by late October

### Queens Park Bowls Club Embankment

- Total forecast for September of \$140k versus actuals of \$114.3k
- Earthworks are complete and construction of the rock retaining wall has commenced
- Works are now scheduled to be completed in early December due to rain delays



## IED Capital Portfolio Update Report

### Queensborough Parade Drainage

- Total forecast for September of \$145k versus actuals of \$254.3k
- The scope of works was to extend the existing stormwater with a larger system further down the existing easement
- All works have been completed

### Springall St, Basin Pocket KC 18

- Total forecast for September of \$50k versus actuals of \$120k
- The scope included rehabilitation of existing road pavement, new kerb and channel and minor stormwater improvements
- Streetscape tree planting was also part of the approved scope
- All works have been completed



## IED Capital Portfolio Update Report

### McBay St KR 21

- Total forecast for September of \$175k versus actuals of \$148.7k
- Scope of works includes rehabilitation of the existing kerb and channel and installation of new road gully units to existing stormwater system
- Pavement subgrade treatment was also required
- Works were completed at end of September

### Hill St KC 18

- Total forecast for September of \$90k versus actuals of \$159k
- Scope of works includes installation of new kerb and channel and road gully units to existing stormwater system
- Works are currently scheduled for completion in mid-December



## IED Capital Portfolio Update Report

### South Station Rd LR 20

- Total forecast for September of \$100k versus actuals of \$98.6k
- Scope of works is rehabilitation of the existing road pavement
- Works are scheduled for completion in late January 2022

### Keidges Rd LR 19

- Total forecast for September of \$80k versus actuals of \$109k
- Scope of works is rehabilitation of the existing road pavement, including minor drainage improvements
- Works are scheduled for completion in early November



## IED Capital Portfolio Update Report

### Tivoli Sports – Back Stop Netting (LRCl 2 Grant)

- Total forecast for September of \$60k versus actuals of \$4.8k, final costs will be receipted in October
- The scope of works was to replace the existing Back Stop fencing due to storm damage
- The project was funded under the Local Roads & Community Infrastructure Grant Program
- Works have now been completed

### Eastern Ipswich Bikeway Link (CNLGGP Grant Funded)

- Total forecast for September of \$10k versus actuals of \$6.6k
- The scope of works is to provide a shared pathway from corner of Milford / Limestone St's to corner of Thorn / South St's
- Traffic will be permanently changed to one way in Thorn Street between Limestone St and South St
- Works are ready to commence and scheduled for completion in early March 2022

Doc ID No: A7636231

ITEM: 11  
SUBJECT: EXERCISE OF DELEGATION REPORT  
AUTHOR: MANAGER, DEVELOPMENT PLANNING  
DATE: 19 OCTOBER 2021

### **EXECUTIVE SUMMARY**

This is a report concerning applications that have been determined by delegated authority for the period 22 September 2021 to 19 October 2021.

### **RECOMMENDATION/S**

That the report be received and the contents noted.

### **RELATED PARTIES**

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

### **IFUTURE THEME**

Vibrant and Growing  
Safe, Inclusive and Creative  
Natural and Sustainable  
A Trusted and Leading Organisation

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

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

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

## LEGAL/POLICY BASIS

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

*Local Government Act 2009*

*Planning Act 2016*

*Economic Development Act 2012*

## RISK MANAGEMENT IMPLICATIONS

There are no risk management implications associated with this report.

## HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS
<b>RECEIVE AND NOTE REPORT</b>
The recommendation states that the report be received and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights.

## FINANCIAL/RESOURCE IMPLICATIONS

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



## COMMUNITY AND OTHER CONSULTATION

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

## CONCLUSION

The Planning and Regulatory Services Department is responsible for the assessment and determination of development applications. Attachment 1 to this report provides a list of development applications that were determined by delegated authority for the period 22 September 2021 to 19 October 2021.

## ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Exercise of Delegation Report  
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Anthony Bowles

**MANAGER, DEVELOPMENT PLANNING**

I concur with the recommendations contained in this report.

Peter Tabulo

**GENERAL MANAGER, PLANNING AND REGULATORY SERVICES**

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



## PLANNING AND REGULATORY SERVICES

## Development Applications Determined by Authority

Below is a list of Development Applications determined between 22 September 2021 and 19 October 2021

Total number of applications determined - 303

DIVISION 1						
No Authority Assigned: 2 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
13950/2021/BR	Mr Michael Payne	22 Rapur Street, Raceview	Siting Variation - Shed	23/09/2021	Approved	
15389/2021/BR	Construct 81	43 Jonquil Circuit, Flinders View	Siting Variation - Shed	05/10/2021	Approved	
Delegated Authority: 112 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
8019/2021/BR	Pronto Building Approvals	6 Morris Street, Flinders View	Siting Variation - Carport	28/09/2021	Approved	Building Regulatory Officer
13765/2021/BR	Building Approvals And Advice	1 Lexington Street, Flinders View	Siting Variation - Shed	23/09/2021	Approved	Building Regulatory Officer
13915/2021/BR	O'Brien Building Consultants	6 Blanck Street, Raceview	Siting Variation - Alterations/Additions	22/09/2021	Approved	Building Regulatory Officer
14205/2021/BR	Construct 81	101 Mary Street, Blackstone	Amenity and aesthetics - Shed Siting variation - Shed	08/10/2021	Approved	Building Regulatory Officer
14149/2021/BR	Approveit Building Certification	9 Navickas Circuit, Redbank Plains	Siting Variation - Dwelling	29/09/2021	Approved	Building Regulatory Officer
14877/2021/BR	Precision Building Certification	26 Eric Drive, Blackstone	Siting Variation - Carport	01/10/2021	Approved	Building Regulatory Officer
14983/2021/BR	Mr Xin Xu	6 Davis Court, Redbank Plains	Siting Variation - Carport	08/10/2021	Approved	Building Regulatory Officer
15437/2021/BR	Asset Outdoor Additions	8 Gwendoline Street, Raceview	Siting Variation - Carport	18/10/2021	Approved	Building Regulatory Officer
15625/2021/BR	Building Approvals & Advice Pty Ltd	1 Kingston Drive, Flinders View	Siting Variation - Fly Over Roof	18/10/2021	Approved	Building Regulatory Officer
15680/2021/BR	Integrated Building Certification	3 Eileen Street, Flinders View	Siting Variation - Carport	05/10/2021	Approved	Building Regulatory Officer
16123/2021/BR	PB3 Building Certification Pty Ltd	28 Queen Street, Blackstone	Siting Variation - Patio and Porch	08/10/2021	Approved	Building Regulatory Officer
16125/2021/BR	Dynamic Building Approvals	503 Middle Road, Purga	Amenity and Aesthetics - Shed	08/10/2021	Approved	Building Regulatory Officer
16581/2021/BR	Apex Certification & Consulting	8 Anna Drive, Raceview	Siting Variation - Pool Pavilion	13/10/2021	Approved	Building Regulatory Officer
16685/2021/BR	Woolloongabba Demolitions	4 Toni Court, Redbank Plains	Amenity and Aesthetics - Demolition of a Dwelling	11/10/2021	Approved	Building Regulatory Officer
11697/2020/BW	Mr Mo Lu	26 Glen Brae Street, Redbank Plains	Carport	01/10/2021	Approved	Building Certifier
4327/2017/MAEXT/A	Baird & Hayes Surveyors And Town Planners	Lot 1 Unnamed Road, Mutdapilly	Extension to Currency Period Application - Reconfiguring a Lot - Boundary realignment (Six (6) Lots into Five (5) Lots)	14/10/2021	Approved	Senior Planner (Development)
6536/2018/MAPDA/C	Monterea Land Holdings Pty Ltd	238 Monterey Road, Ripley	Amendment Application - Reconfiguring a Lot - Four (4) Lots into Three hundred and Sixty One (361) Lots, Two (2) balance lots plus park, drainage reserves and new roads	23/09/2021	Approved	Development Assessment West Manager
40/2015/MAPDA/H	Stockland Development Pty Limited	7002 Bayliss Road, South Ripley	Amendment Application - Change to PDA Development Approval - Reconfiguring a Lot (with Plan of Development) for 1678 lots (consisting of 1662 residential lots, 11 super lots [subject to separate approval], 4 balance lots, 1 utility lot, open space, land for drainage and roads) over multiple stages	08/10/2021	Approved	Development Assessment West Manager
10025/2019/MAPDA/A	Commercial Asset Management Services Pty Ltd	Lot 1 Unnamed Road, South Ripley	Amendment Application - Change to PDA Development Approval - Material Change of Use - Business Uses (Service Station + Two (2) Fast Food Premises) Reconfiguration of a Lot - Two Lots (2) into Two (2) Lots	01/10/2021	Approved	Development Assessment West Manager
16073/2021/MCU	Gj Gardner Homes Ipswich	29 Rumsey Drive, Raceview	Material Change of Use - Single Residential Dwelling within a Development Constraint Overlay (OV3 - Area Affected by Underground Mining and Mining Constrained Area)	30/09/2021	Approved	Senior Planner (Development)
9620/2021/OW	KN Group Pty Ltd	7001 Sunbird Drive, Redbank Plains	Road work, Stormwater & Earthworks - Eden's Crossing Stage 22	11/10/2021	Approved	Engineering Delivery East Manager
9622/2021/OW	KN Group Pty Ltd	7001 Sunbird Drive, Redbank Plains	Road work, Stormwater & Earthworks - Eden's Crossing Stage 23	11/10/2021	Approved	Engineering Delivery East Manager
10273/2021/OW	CV Infrastructure Services Pty Ltd	459-489 Ripley Road, Ripley	Rate 3 Streetlighting - Ripley Valley Stage 6 (External Works)	23/09/2021	Approved	Engineering Delivery West Manager
12881/2021/OW	Robin Russell & Associates Pty Ltd	7001 Monterey Road, Ripley	Rate 3 Streetlighting - 7001 Monterey Road - Stage 4 (Monterea Road)	23/09/2021	Approved	Engineering Delivery West Manager
12892/2021/OW	Robin Russell & Associates Pty Ltd	7001 Monterey Road, Ripley	Rate 3 Streetlighting - Monterey Road, Ripley Stage 4 (Internal Works)	23/09/2021	Approved	Engineering Delivery West Manager
12898/2021/OW	Robin Russell & Associates Pty Ltd	7001 Monterey Road, Ripley	Rate 3 Streetlighting - 7001 Monterey Road, Ripley - Stage 5A	23/09/2021	Approved	Engineering Delivery West Manager
13003/2021/OW	CV Infrastructure Services Pty Ltd	459-489 Ripley Road, Ripley	Rate 3 Streetlighting - Ripley Valley Stage 8	23/09/2021	Approved	Engineering Delivery West Manager

## Item 11 / Attachment 1.

DIVISION 1						
Delegated Authority: 112 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
13043/2021/OW	Ampflo Pty Ltd	6 Rice Road, Redbank Plains	Rate 3 Streetlighting - 6, 8A & 10 Rice Road Redbank Plains	05/10/2021	Approved	Engineering Delivery East Manager
8177/2021/PDA	LRP Developments No. 5 Pty Ltd	338-350 Ripley Road, Ripley	Reconfiguring a Lot - One (1) lot into Two (2) lots	28/09/2021	Approved	Development Assessment West Manager
8509/2021/PDA	Satterley Property Group Pty Ltd	459-489 Ripley Road, Ripley	Reconfiguring a Lot - One (1) lot into Forty-nine (49) lots and New Road in 2 Stages	01/10/2021	Approved	Development Assessment West Manager
			Material Change of Use - Plan of Development (POD) (5 dwelling types)			
11045/2021/PDA	Ripley Valley State School	110 Botany Drive, South Ripley	Advertising Devices - One (1) Wall Sign, One (1) Pole Sign	28/09/2021	Approved	Senior Planner (Development)
11142/2021/PDA	Intrapac Property Pty Ltd	7001 Cumner Road, White Rock	Operational Works – 7001 Cumner Road, White Rock – Vegetation Clearing and Preliminary Bulk Earthworks/Stockpiling	15/10/2021	Approved	Engineering Delivery West Manager
16140/2021/PDA	Bcove 4 Pty Ltd	787-815 Ripley Road, Ripley	Reconfiguring a Lot - One (1) Lot into Two (2) Lots	11/10/2021	Approved	Development Assessment West Manager
10337/2020/PDAEE	Continuum Group Pty Ltd	622 Ripley Road, Ripley	Actual Offset Ecco Ripley Area 2 - Urban Core Trunk Sewer	14/10/2021	Approved	Manager, Engineering, Health & Environment
956/2021/PDAEE	ACS Consult Pty Ltd	238 Montereia Road, Ripley	Provisional Offset – Montereia Ripley Precinct 2 (Roads, Parks, Water)	13/10/2021	Approved	Manager, Engineering, Health & Environment
10040/2021/PDAEE	Tract	15 Opera Street, Ripley	Provisional Offset – Cadence Stage 2A (Park)	01/10/2021	Approved	Manager, Engineering, Health & Environment
13025/2021/PDAEE	PEAKURBAN Pty Ltd	41 Sable Street, Ripley	Actual Offset - Ripley Valley Stage 4A (Park)	06/10/2021	Approved	Manager, Engineering, Health & Environment
14658/2021/PDAEE	CUSP Landscape Architecture	7004 Barrams Road, South Ripley	Botany Drive North Streetscape	06/10/2021	Approved	Engineering Delivery West Manager
14913/2021/PDAEE	HB Doncaster Pty Ltd	323-395 Ripley Road, Ripley	Bellevue Ripley Stage 1 - Roadworks and Stormwater Drainage Works	29/09/2021	Approved	Senior Development Engineer
15395/2021/PDAEE	HB Doncaster Pty Ltd	311-321 Ripley Road, Ripley	Compliance Assessment Ripley Road, Ripley - Condition 33 External Works - Streetscape	07/10/2021	Approved	Engineering Delivery West Manager
15851/2021/PDAEE	KN Group Pty Ltd	7002 Centenary Highway, South Ripley	Compliance Endorsement – Condition 25(a) Earthworks Management Plan	13/10/2021	Approved	Senior Development Engineer
15789/2021/PFT	Creation Homes (Qld) Pty Ltd	17 Daniell Close, Ripley	Single Dwelling	22/09/2021	Approved	Plumbing Inspector
15801/2021/PFT	Oracle Building Corporation Pty Ltd	2 Leafcutter Circuit, Ripley	Single Dwelling	05/10/2021	Approved	Plumbing Inspector
16113/2021/PFT	Plantation Homes	15 Thirlmere Lane, South Ripley	Single Dwelling	23/09/2021	Approved	Plumbing Inspector
16122/2021/PFT	Plantation Homes	13 Thirlmere Lane, South Ripley	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16114/2021/PFT	Plantation Homes	11 Thirlmere Lane, South Ripley	Single Dwelling	23/09/2021	Approved	Plumbing Inspector
16115/2021/PFT	Plantation Homes	9 Thirlmere Lane, South Ripley	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16118/2021/PFT	Plantation Homes	7 Thirlmere Lane, South Ripley	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16120/2021/PFT	Plantation Homes	5 Thirlmere Lane, South Ripley	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16110/2021/PFT	Plantation Homes	3 Thirlmere Lane, South Ripley	Single Dwelling	23/09/2021	Approved	Plumbing Inspector
16108/2021/PFT	Plantation Homes	1 Thirlmere Lane, South Ripley	Single Dwelling	23/09/2021	Approved	Plumbing Inspector
16128/2021/PFT	Bold Properties	20 Severn Street, South Ripley	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16216/2021/PFT	Maybach QLD Pty Ltd	4 Resin Street, Ripley	Single Dwelling	28/09/2021	Approved	Plumbing Inspector
16263/2021/PFT	Brighton Homes Queensland	2 Mia Street, Flinders View	Single Dwelling	29/09/2021	Approved	Plumbing Inspector
16224/2021/PFT	Maybach QLD Pty Ltd	50 Leafcutter Circuit, Ripley	Single Dwelling	28/09/2021	Approved	Plumbing Inspector
16347/2021/PFT	Sekisui House Services QLD Pty Ltd	79 Honeysuckle Drive, Ripley	Single Dwelling	30/09/2021	Approved	Plumbing Inspector
16471/2021/PFT	Approveit Building Certification Pty Ltd	66 Leafcutter Circuit, Ripley	Single Dwelling	05/10/2021	Approved	Plumbing Inspector
16462/2021/PFT	Coral Homes QLD Pty Ltd	1 Musgrave Road, South Ripley	Single Dwelling	05/10/2021	Approved	Plumbing Inspector
16511/2021/PFT	FRD Homes	4 Liam Street, Ripley	Single Dwelling	06/10/2021	Approved	Plumbing Inspector
16524/2021/PFT	Coral Homes QLD Pty Ltd	7 Pelling Place, Deebing Heights	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16569/2021/PFT	Australian Building Approvals	17 Opera Street, Ripley	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16557/2021/PFT	Australian Building Approvals	27 Opera Street, Ripley	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16522/2021/PFT	Coral Homes QLD Pty Ltd	82 Greenview Avenue, South Ripley	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16525/2021/PFT	Pathway Homes	9 Liam Street, Ripley	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16576/2021/PFT	Pacific Approval Pty Ltd	5 Langley Close, Redbank Plains	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16616/2021/PFT	Burbank Homes	102 Mazeppa Street, South Ripley	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16594/2021/PFT	Burbank Homes	2 Mazeppa Street, South Ripley	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16608/2021/PFT	FRD Homes	25 Johnson Circuit, Ripley	Single Dwelling	07/10/2021	Approved	Plumbing Inspector

## Item 11 / Attachment 1.

DIVISION 1						
Delegated Authority: 112 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
16611/2021/PFT	Australian Building Co	20 Johnson Circuit, Ripley	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16599/2021/PFT	FRD Homes	12 Johnson Circuit, Ripley	Single Dwelling	08/10/2021	Approved	Plumbing Inspector
16627/2021/PFT	Silkwood Homes Pty Ltd	10 Rumba Road, Ripley	Single Dwelling	08/10/2021	Approved	Plumbing Inspector
16631/2021/PFT	Pivotal Homes Pty Ltd	114 Sunbird Drive, Redbank Plains	Single Dwelling	08/10/2021	Approved	Plumbing Inspector
16686/2021/PFT	Clarendon Homes QLD Pty Ltd	90 Greenview Avenue, South Ripley	Single Dwelling	11/10/2021	Approved	Plumbing Inspector
16618/2021/PFT	Mettricon Homes Pty Ltd	93 Mazeppa Street, South Ripley	Single Dwelling	08/10/2021	Approved	Plumbing Inspector
16629/2021/PFT	Domaine Homes (Qld) Pty Ltd	35 Johnson Circuit, Ripley	Single Dwelling	08/10/2021	Approved	Plumbing Inspector
16707/2021/PFT	Checkpoint Building Surveyors	81 Mazeppa Street, South Ripley	Single Dwelling	11/10/2021	Approved	Plumbing Inspector
16709/2021/PFT	Visual Diversity Homes	17 Johnson Circuit, Ripley	Single Dwelling	11/10/2021	Approved	Plumbing Inspector
16825/2021/PFT	Pacific Approvals Pty Ltd	87 Locke Crescent, Redbank Plains	Single Dwelling	13/10/2021	Approved	Plumbing Inspector
16898/2021/PFT	Checkpoint Building Surveyors	20 Atherton Drive, Redbank Plains	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
16872/2021/PFT	Oracle Building Corporation Pty Ltd	3 Gumtree Crescent, Ripley	Single Dwelling	12/10/2021	Approved	Plumbing Inspector
16965/2021/PFT	Brighton Homes Queensland	161 Fernbrooke Boulevard, Redbank Plains	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16943/2021/PFT	Australian Building Approvals	73 Caladenia Street, Deebing Heights	Single Dwelling	13/10/2021	Approved	Plumbing Inspector
16962/2021/PFT	Henley Properties (Qld) Pty Ltd	79 Mazeppa Street, South Ripley	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16951/2021/PFT	Approveit Building Certification Pty Ltd	32 Atherton Drive, Redbank Plains	Single Dwelling	13/10/2021	Approved	Plumbing Inspector
16960/2021/PFT	GW Enterprises Pty Ltd	14 Johnson Circuit, Ripley	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16986/2021/PFT	Sekisui House	8 Brigginsshaw Way, Ripley	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
16991/2021/PFT	Ingenious Homes	3 Liam Street, Ripley	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16974/2021/PFT	Mettricon Homes Pty Ltd	6 Atherton Drive, Redbank Plains	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16989/2021/PFT	Checkpoint Building Surveyors	42 Osprey Street, Redbank Plains	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
16976/2021/PFT	Fluid Building Approvals	21 Johnson Circuit, Ripley	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16987/2021/PFT	Fluid Building Approvals	27 Johnson Circuit, Ripley	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
17020/2021/PFT	Coral Homes QLD Pty Ltd	90 Mazeppa Street, South Ripley	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
17042/2021/PFT	Coral Homes QLD Pty Ltd	83 Mazeppa Street, South Ripley	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
17022/2021/PFT	GMA Certification Group	3 Olivia Street, Flinders View	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
17056/2021/PFT	Escape Homes And Developments Pty Ltd	2 Atherton Drive, Redbank Plains	Single Dwelling	18/10/2021	Approved	Plumbing Inspector
17060/2021/PFT	Hallmark Homes Pty Ltd	10 Nerang Road, South Ripley	Single Dwelling	18/10/2021	Approved	Plumbing Inspector
17061/2021/PFT	Platinum Building Approvals Pty Ltd	17 Cherish Street, Ripley	Single Dwelling	18/10/2021	Approved	Plumbing Inspector
13650/2021/PPC	BRW Hydraulics Pty Ltd	676-722 Ripley Road, Ripley	Tenancy T18 Fitout - Dominos	28/09/2021	Approved	Plumbing Inspector
15673/2021/PPC	East Coast Hydraulics Pty Ltd	389 Redbank Plains Road, Redbank Plains	Kiosk 4 Fitout - Bubble Tea	22/09/2021	Approved	Plumbing Inspector
16101/2021/PPC	Plumbing Design & Drafting	110 Swanbank Coal Road, Swanbank	Proposed Amenities Building	01/10/2021	Approved	Plumbing Inspector
16570/2021/PPC	Don Evans Plumbers	210-224 Daleys Road, Ripley	Sales office for new estate	13/10/2021	Approved	Plumbing Inspector
16615/2021/PPC	Stav's Hydraulic Services	389 Redbank Plains Road, Redbank Plains	Relocation of Fire Services	14/10/2021	Approved	Plumbing Inspector
15500/2021/PPR	Mr Daniel Patrick Roche	119 Mcguires Hut Road, South Ripley	Non-Sewered Secondary Dwelling	30/09/2021	Approved	Plumbing Inspector
15671/2021/PPR	Certification Plus	Lot 51 Unnamed Road, South Ripley	Non-Sewered Single Dwelling	29/09/2021	Approved	Plumbing Inspector
16164/2021/PPR	Plumbcorp Queensland Pty Ltd	28 Broadway Court, Deebing Heights	Fixtures in Shed Non Sewered	11/10/2021	Approved	Plumbing Inspector
16816/2021/PPR	TJB Building Certifiers	27 Paradise Close, Deebing Heights	Single Dwelling - On-site	14/10/2021	Approved	Plumbing Inspector
14199/2021/SSP	Kevin Holt Consulting	2 Pelling Place, Deebing Heights	Lots 1 & 2 on SP321928	28/09/2021	Approved	Senior Development Planning Compliance Officer
3145/2018/SSP/A	Mr Adam Hannant	46 Oliver Drive, Redbank Plains	Lots 171-173 on SP323386	06/10/2021	Approved	Senior Development Planning Compliance Officer
5904/2021/SSP/A	Michael Jolly Surveys Pty Ltd	219 Whitehill Road, Raceview	Lots 1 & 89 on SP330276	23/09/2021	Approved	Senior Development Planning Compliance Officer
6898/2019/SSP/A	Peet No. 119 Pty Ltd	7002 Sunbird Drive, Redbank Plains	Lots 111-1127, 1136-1138 & 9001 on SP324834	14/10/2021	Approved	Senior Development Planning Compliance Officer
5270/2021/SSPRV	Steffan Town Planning	38 Wyperfeld Crescent, South Ripley	Lots 1, 2 on SP321637	23/09/2021	Approved	Senior Development Planning Compliance Officer
15797/2021/SSPRV	ONF Surveyors	2 Opportunity Street, Ripley	Lots 1 & 2 on SP330727	06/10/2021	Approved	Senior Development Planning Compliance Officer

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DIVISION 1							
Delegated Authority:		112 Application/s					
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority	

## Item 11 / Attachment 1.

DIVISION 2						
Delegated Authority: 66 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
5549/2019/ADP/A	Springfield Investments (Qld) Pty Ltd	15-17 Commercial Drive, Springfield	Area Development Plan to amend a previous Area Development Plan Approval to: Nominate land for Indoor Recreation, and Fast Food Premises; and Permit development of Indoor Recreation and Fast Food Premises	18/10/2021	Approved	Development Assessment East Manager
11001/2021/ADP	National Storage Investments Pty Ltd	7008 Gateway Drive, Augustine Heights	Car Repair Station, Automatic Car Wash & Mini Storage Complex Reconfiguring One (1) lot into Three (3) lot plus access easements and permit the establishment of Advertising Structures	07/10/2021	Approved	Development Assessment East Manager
11759/2021/ADP	Stockland Development Pty Ltd	7012 Panorama Drive, Springfield	Area Development Plan to: - Nominate land for Detached Housing, Utilities Lots and Road; - RAL of 2 into 13 Residential Lots, 2 Utilities Lots plus New Road; and - Permit the development of Thirteen (13) Detached Houses not compliant with the Planning Scheme (Kalina Estate – Stage 20).	15/10/2021	Approved	Development Assessment East Manager
13953/2021/BR	Mr Cuong Duc Nguyen	6 Dove Close, Goodna	Siting Variation - Carport	24/09/2021	Approved	Building Regulatory Officer
13949/2021/BR	Project BA	9 Parkwood Avenue, Camira	Amenity and Aesthetics - Oversized Shed	23/09/2021	Approved	Building Regulatory Officer
14053/2021/BR	Building Approval South East Pty Ltd	4 Mellor Street, Augustine Heights	Amenity and Aesthetics - Retaining Wall and Fence	01/10/2021	Approved	Building Regulatory Officer
14233/2021/BR	Austranquility Homes	21 Rawle Street, Camira	Siting Variation - Dwelling	27/09/2021	Approved	Building Regulatory Officer
14344/2021/BR	Mr Scott Philip Abbett	14 Camelia Street, Springfield	Siting Variation - Carport	24/09/2021	Approved	Building Regulatory Officer
14404/2021/BR	Mr Laa Tay	47 Newman Street, Gailes	Siting Variation - Carport	27/09/2021	Approved	Building Regulatory Officer
14644/2021/BR	Adept Building Approvals	16 Iris Street, Gailes	Siting Variation - Shed/Garage	28/09/2021	Approved	Building Regulatory Officer
14825/2021/BR	Mr Bertrem Norman John Zoubakin	64-66 Rosemary Street, Bellbird Park	Amenity and Aesthetics - Shed	09/10/2021	Approved	Building Regulatory Officer
15126/2021/BR	Integrated Building Certification	52 Sharpless Road, Springfield	Siting Variation - Carport	15/10/2021	Approved	Building Regulatory Officer
15145/2021/BR	Pronto Building Approvals	36 Jeff Collins Circuit, Bellbird Park	Siting Variation - Carport	01/10/2021	Approved	Building Regulatory Officer
15299/2021/BR	Iron Castle Pty Ltd	18 Turnberry Way, Brookwater	Siting Variation - Patio	11/10/2021	Approved	Building Regulatory Officer
15805/2021/BR	SEQ Patio Group	15 Finnigan Street, Augustine Heights	Siting Variation - Carport	18/10/2021	Approved	Building Regulatory Officer
16677/2021/BR	Platinum Building Approvals	4/40 Rufous Crescent, Brookwater	Siting Variation - Dwelling	13/10/2021	Approved	Building Regulatory Officer
16620/2021/BR	Pronto Building Approvals	16 Orchid Place, Springfield	Siting Variation - Patio	13/10/2021	Approved	Building Regulatory Officer
16674/2021/BR	Project BA (Consultant)	85 Mikkelsen Road, Camira	Siting Variation - Garage/Carport	11/10/2021	Approved	Building Regulatory Officer
7493/2020/BW	Mr Reece Wayne Morrison	37 Church Street, Goodna	Partial Restumping (Replacement of Deteriorated Stumps)	08/10/2021	Approved	Building Certifier
1283/2021/BW	Mr Peter Lee Priest	6 High Peak Crescent, Springfield	Shed & Carport	08/10/2021	Approved	Building Certifier
12322/2021/BW	Mr Timothy John Greene	3 Amelia Court, Camira	Detached Shed	23/09/2021	Approved	Building Certifier
12615/2021/OW	AVID Property Group Pty Ltd	7000 Jones Road, Bellbird Park	Landscaping - Brentwood North Stage 13	29/09/2021	Approved	Engineering Delivery East Manager
12614/2021/OW	AVID Property Group Pty Ltd	7000 Jones Road, Bellbird Park	Streetscape Landscaping - Brentwood North Stage 12	27/09/2021	Approved	Engineering Delivery East Manager
12635/2021/OW	AVID Property Group Pty Ltd	7000 Jones Road, Bellbird Park	Landscaping - Brentwood Stage 11	29/09/2021	Approved	Engineering Delivery East Manager
12988/2021/OW	Arcadis	7000 Jones Road, Bellbird Park	Rate 3 Streetlighting - Brentwood Forest Stage 11	14/10/2021	Approved	Engineering Delivery East Manager
13135/2021/OW	Form Landscape Architects Pty Ltd	7005 Brookwater Drive, Brookwater	Landscaping	06/10/2021	Approved	Engineering Delivery East Manager
13390/2021/OW	Vee Design	7014 Panorama Drive, Springfield	Landscaping - Kalina Stage 15	08/10/2021	Approved	Engineering Delivery East Manager
13677/2021/OW	Arcadis	7000 Jones Road, Bellbird Park	Rate 3 Streetlighting - Brentwood Forest Stage 12	13/10/2021	Approved	Engineering Delivery East Manager
13941/2021/OW	MG Homes (No. 5) Pty Ltd	7005 Grande Avenue, Spring Mountain	Stormwater and Earthworks	14/10/2021	Approved	Engineering Delivery East Manager
14065/2021/OW	MG Homes (No. 5) Pty Ltd	35 Mark Dillon Circuit, Spring Mountain	Stormwater and Earthworks	14/10/2021	Approved	Engineering Delivery East Manager
14228/2021/OW	Lendlease Communities Pty Ltd	7003 Sinnathamby Boulevard, Spring Mountain	Stormwater, Drainage Work, Earthworks, Clearing Vegetation and Revegetation/Rehabilitation of Linear Open Space - Springfield Rise Village 17	01/10/2021	Approved	Engineering Delivery East Manager
14821/2021/PFT	Plantation Homes	35 Thornbill Crescent, Springfield	Single Dwelling	23/09/2021	Approved	Plumbing Inspector
15035/2021/PFT	Henley Properties (Qld) Pty Ltd	21 Helena Street, Spring Mountain	Single Dwelling	28/09/2021	Approved	Plumbing Inspector
16008/2021/PFT	Checkpoint Building Surveyors	341B Jones Road, Bellbird Park	Single Dwelling	22/09/2021	Approved	Plumbing Inspector
16130/2021/PFT	Checkpoint Building Surveyors	54 Twilight Drive, Spring Mountain	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16133/2021/PFT	Bartley Burns	42 Thornbill Crescent, Springfield	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16295/2021/PFT	Platinum Building Approvals	27 Thornbill Crescent, Springfield	Single Dwelling	29/09/2021	Approved	Plumbing Inspector

DIVISION 2						
Delegated Authority: 66 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
16226/2021/PFT	Hallmark Homes Pty Ltd	26 Thornbill Crescent, Springfield	Single Dwelling	28/09/2021	Approved	Plumbing Inspector
16372/2021/PFT	Approvit Building Certification Pty Ltd	66 Crest Ridge Parade, Brookwater	Single Dwelling	30/09/2021	Approved	Plumbing Inspector
16373/2021/PFT	Checkpoint Building Surveyors	64 Barossa Way, Spring Mountain	Single Dwelling	01/10/2021	Approved	Plumbing Inspector
16434/2021/PFT	Steve Bartley & Associates	18-20 Cathy Street, Camira	Single Dwelling	01/10/2021	Approved	Plumbing Inspector
16458/2021/PFT	CJ Homes Pty Ltd	2 Lockyer Street, Spring Mountain	Single Dwelling	05/10/2021	Approved	Plumbing Inspector
16486/2021/PFT	Brighton Homes Queensland	18 Banksia Way, Springfield	Single Dwelling	06/10/2021	Approved	Plumbing Inspector
16523/2021/PFT	Platinum Building Approvals Pty Ltd	51 Applecross Circuit, Spring Mountain	Single Dwelling	06/10/2021	Approved	Plumbing Inspector
16578/2021/PFT	Ms Hazel Jean Procter	52A Verran Street, Bellbird Park	Single Dwelling	11/10/2021	Approved	Plumbing Inspector
16577/2021/PFT	Brighton Homes Queensland	20 Thornbill Crescent, Springfield	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16654/2021/PFT	Platinum Building Approvals Pty Ltd	4/40 Rufous Crescent, Brookwater	Single Dwelling	08/10/2021	Approved	Plumbing Inspector
16693/2021/PFT	Ingenious Homes	6 Lockyer Street, Spring Mountain	Single Dwelling	11/10/2021	Approved	Plumbing Inspector
16894/2021/PFT	Lateral Certification Group	7/44 Scoparia Drive, Brookwater	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
16791/2021/PFT	TJB Building Certifiers	7 Currumbin Chase, Spring Mountain	Single Dwelling	12/10/2021	Approved	Plumbing Inspector
16946/2021/PFT	PB3 Building Certification	5/44 Scoparia Drive, Brookwater	Single Dwelling	13/10/2021	Approved	Plumbing Inspector
16961/2021/PFT	PB3 Building Certification	3/44 Scoparia Drive, Brookwater	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16975/2021/PFT	Pacific Approvals Pty Ltd	96 Lunar Circuit, Spring Mountain	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
17047/2021/PFT	Meticon Homes Pty Ltd	4/83 Birchwood Crescent, Brookwater	Single Dwelling	18/10/2021	Approved	Plumbing Inspector
17045/2021/PFT	TJB Building Certifiers	11 Sandpiper Place, Springfield	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
17043/2021/PFT	Platinum Building Approvals	10 Cradle Place, Spring Mountain	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
17034/2021/PFT	Bold Properties	14 Banksia Way, Springfield	Single Dwelling	15/10/2021	Approved	Plumbing Inspector
15750/2021/PPC	East Coast Hydraulics Pty Ltd	601/2 Wellness Way, Springfield Central	Springfield Mental Health Fitout	27/09/2021	Approved	Plumbing Inspector
15697/2021/PPC	BRW Hydraulics Pty Ltd	7008 Eden Station Drive, Springfield Central	Temporary services for drink fountains	07/10/2021	Approved	Plumbing Inspector
15900/2021/PPC	Chilton Woodward & Associates	15 Albert Street, Goodna	Child Care Centre	13/10/2021	Approved	Plumbing Inspector
16000/2021/PPC	ACOR Consultants	129 Albert Street, Goodna	Social Housing (7 Units)	08/10/2021	Approved	Plumbing Inspector
17001/2021/PPC	East Coast Hydraulics Pty Ltd	145 Sinnathamby Boulevard, Springfield Central	Modinex Fitout	18/10/2021	Approved	Plumbing Inspector
12315/2021/PPR	Aqualogical Pty Ltd	7000 Sapphire Street, Springfield	Community Development - 4 Units	01/10/2021	Approved	Plumbing Inspector
16998/2021/PPR	Ms Yuk Sim Edith Lovett	96 Roberts Crescent, Bellbird Park	Sanitary Drainage - Retaining Wall	15/10/2021	Approved	Plumbing Inspector
15006/2021/RAL	Baird & Hayes Surveyors And Town Planners	60 Old Logan Road, Gables	Reconfiguring a Lot - Boundary Realignment - Two (2) Lots into Two (2) Lots	22/09/2021	Approved	Principal Planner
1785/2011/SSP/A	Avid Residential Group Pty Ltd	7000 Jones Road, Bellbird Park	Lots 99-103, 109-117, 128-143 & 512 on SP321085	29/09/2021	Approved	Senior Development Planning Compliance Officer

## Item 11 / Attachment 1.

DIVISION 3						
Delegated Authority: 57 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
9502/2021/BR	Mr Simon Andrew Leslie Ingram and Mrs Janet Lyn Ingram	11 Byrne Street, Bundamba	Amenity and Aesthetics - Reinstatement of a Dwelling	08/10/2021	Approved	Building Regulatory Officer
14087/2021/BR	Mr Daniel James Horgan	5 Lauriston Street, Eastern Heights	Siting Variation - Carport	27/09/2021	Approved	Building Regulatory Officer
14324/2021/BR	Mrs Debra Ann Billin	101 Blackstone Road, Silkstone	Siting Variation - Carport	27/09/2021	Approved	Building Regulatory Officer
14613/2021/BR	Deckscape Renovations	1 Soudan Street, North Booval	Siting Variation - Dwelling and Carport	24/09/2021	Approved	Building Regulatory Officer
15522/2021/BR	Dynamic Building Approvals	18 Tibbits Street, Bundamba	Amenity and Aesthetics - Shed	12/10/2021	Approved	Building Regulatory Officer
15705/2021/BR	Clear Conscience Certification	11 Teape Street, Silkstone	Amenity and Aesthetics - Shed	13/10/2021	Approved	Building Regulatory Officer
15771/2021/BR	Mr Robert Murray	2 Schelbach Street, Booval	Siting Variation - Carport	05/10/2021	Approved	Building Regulatory Officer
15863/2021/BR	Shed Erectors	30 Marvin Street, Eastern Heights	Amenity and Aesthetics - Demolition of Shed	05/10/2021	Approved	Building Regulatory Officer
15943/2021/BR	Mr Gerald David George Skilton and Ms Tracey Brown	25 Doyle Street, Silkstone	Siting Variation - Dwelling	30/09/2021	Approved	Building Regulatory Officer
16010/2021/BR	Clear Conscience Certification	175 Glebe Road, Silkstone	Amenity and Aesthetics - Carport Siting Variation - Carport & Awning	07/10/2021	Approved	Building Regulatory Officer
16119/2021/BR	Platinum Building Approvals	3 McCormack Court, Collingwood Park	Siting Variation - Retaining Wall / Fence	18/10/2021	Approved	Building Regulatory Officer
16229/2021/BR	Construct 81	30 Burnett Street, Sadliers Crossing	Siting Variation - Shed	08/10/2021	Approved	Building Regulatory Officer
16363/2021/BR	Mr George William Cowin	104 Blackall Street, Basin Pocket	Amenity and Aesthetics - Demolition of a Dwelling and Shed/Carport	18/10/2021	Approved	Building Regulatory Officer
16587/2021/BR	Integrated Building Certification	5 Larsen Street, Leichhardt	Siting Variation - Carport	11/10/2021	Approved	Building Regulatory Officer
12844/2021/BW	Ms Diana Katalin Lovasi	153 South Station Road, Silkstone	Open Carport	06/10/2021	Approved	Building Certifier
8866/2010/MAEXT/D	Walker Corporation Pty Ltd	7001 Hoepner Road, Bundamba	Extension to Currency Period Application - RAL - Three (3) Lots into Seven (7) Lots Preliminary Approval to Override the Planning Scheme Citiswich Estate - Stage 2	23/09/2021	Approved	Development Assessment Central Manager
2491/2018/MAMC/B	Jackal Renewables Pty Ltd	Lot 73 Rhondda Road, New Chum	Minor Change - Material Change of Use - Special Industry (Waste recycling and reprocessing – waste transfer station, crushing, milling or grinding), Minor Utility, Caretakers Residence and Environmentally Relevant Activities (ERA33, ERA54(1), ERA61(1)(c) and ERA62(1)(a))	29/09/2021	Approved	Development Assessment West Manager
10146/2021/MCU	Hume Industrial Park Pty Ltd	45 Hume Drive, Bundamba	Material Change of Use - Service/Trade Use (Warehouse and Ancillary Office)	28/09/2021	Approved	Acting Development Assessment Central Manager
14490/2021/MCU	Walker Corporation Pty Ltd	35 Hawkins Crescent, Bundamba	Material Change of Use - Service/Trades Use (Warehouse or Storage), and General Industry (Truck Depot)	30/09/2021	Approved	Senior Planner (Development)
12801/2021/OD	Mr Dan Murdoch	73 Darling Street East, Sadliers Crossing	Carrying out building work not associated with a material change of use - Partial demolition and extension to a dwelling house in a Character Zone	11/10/2021	Approved	Senior Planner (Development)
14746/2021/OD	Mr Theo John Christensen and Mrs Sandra May Christensen	6 Watson Street, East Ipswich	Carrying out building work not associated with a material change of use - Alterations to a Single Residential in a Character Zone (Alterations to existing character dwelling)	22/09/2021	Approved	Senior Planner (Development)
14910/2021/OD	Nicotina Pty Ltd	168 Brisbane Road, Booval	Advertising Device - one (1) sign on building facade	08/10/2021	Approved	Senior Planner (Development)
15785/2021/OD	Fort Knox Storage Pty Ltd	323 Brisbane Street, West Ipswich	Advertising Device (1) Illuminated Pylon Sign	30/09/2021	Approved	Senior Planner (Development)
15870/2021/OD	Ms Carolyn Anne McLean	10 North Station Road, North Booval	Carrying out building work not associated with a material change of use - Carport in a Character Zone	13/10/2021	Approved	Senior Planner (Development)
9464/2021/OW	Lenecon Pty Ltd	15 Stanley Street, North Booval	Earthworks	27/09/2021	Approved	Engineering Delivery West Manager
12512/2021/OW	McVeigh Consultants Pty Ltd	41 Monash Road, Redbank	Road Work, Stormwater, Earthworks and Rehabilitation Works	06/10/2021	Approved	Engineering Delivery East Manager
12763/2021/OW	Manos Projects Pty Ltd	10 Cook Street, North Booval	Stormwater and Earthworks	08/10/2021	Approved	Engineering Delivery West Manager
12942/2021/OW	Sunnygold International Pty Ltd	7003 Collingwood Drive, Collingwood Park	Landscaping - Six Mile Creek Estate Stage 5A	30/09/2021	Approved	Engineering Delivery East Manager
13414/2021/OW	Ampflo Pty Ltd	7003 Collingwood Drive, Collingwood Park	Rate 3 Streetlighting - Six Mile Creek Estate Stage 5	07/10/2021	Approved	Engineering Delivery East Manager
13603/2021/OW	Sunnygold International Pty Ltd	7003 Collingwood Drive, Collingwood Park	Operational works for Bushland Management Plan - Six Mile Creek Estate Stage 6	12/10/2021	Approved	Engineering Delivery East Manager
14905/2021/OW	Brait Holdings Pty Ltd	273 Brisbane Street, Ipswich	Streetscaping	08/10/2021	Approved	Engineering Delivery West Manager
15802/2021/PFT	GMA Certification Pty Ltd	28 Cramp Street, Goodna	Single Dwelling	29/09/2021	Approved	Plumbing Inspector
16028/2021/PFT	G & P Builders Pty Ltd	30 Macrae Street, Coalfalls	Single Dwelling	22/09/2021	Approved	Plumbing Inspector
16633/2021/PFT	Redlands Building Services Pty Ltd	23 Cypress Street, Collingwood Park	Single Dwelling	08/10/2021	Approved	Plumbing Inspector
16623/2021/PFT	Hallmark Homes Pty Ltd	2 Highfield Street, Bundamba	Single Dwelling	08/10/2021	Approved	Plumbing Inspector

DIVISION 3						
Delegated Authority: 57 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
16933/2021/PFT	DTZ Building Design Pty Ltd	29 Cypress Street, Collingwood Park	Single Dwelling	13/10/2021	Approved	Plumbing Inspector
16934/2021/PFT	DTZ Building Design Pty Ltd	11 Banksia Street, Collingwood Park	Single Dwelling	13/10/2021	Approved	Plumbing Inspector
16928/2021/PFT	DTZ Building Design Pty Ltd	13 Banksia Street, Collingwood Park	Single Dwelling	13/10/2021	Approved	Plumbing Inspector
17087/2021/PFT	Argyle Building (Qld) Pty Ltd	Lot 363 Priestley Street, Collingwood Park	Single Dwelling	18/10/2021	Approved	Plumbing Inspector
13530/2021/PPC	Hage Hydraulic Design Consultants	323 Brisbane Street, West Ipswich	Tenancy Fitout - Fort Knox Storage Facility	01/10/2021	Approved	Plumbing Inspector
15138/2021/PPC	Logic Water Solutions	75 Blackstone Road, Silkstone	Shopping Centre Provisions - Base Build Work	28/09/2021	Approved	Plumbing Inspector
15738/2021/PPC	Aqualogical	1 Lock Way, Riverview	Water Service Upgrade	27/09/2021	Approved	Plumbing Inspector
15799/2021/PPC	Neil Blair And Associates	43 Ellenborough Street, Ipswich	Vent Addition for Grease Trap	14/10/2021	Approved	Plumbing Inspector
15937/2021/PPC	East Coast Hydraulics Pty Ltd	111 Robert Smith Street, Redbank	Service Counter Modification	30/09/2021	Approved	Plumbing Inspector
16213/2021/PPC	Russell Jones Hydraulic Services Pty Ltd	73 Brisbane Road, Redbank	Laundromat	08/10/2021	Approved	Plumbing Inspector
16637/2021/PPC	Chilton Woodward & Associates	44 Nicholas Street, Ipswich	Kitchen Fitout	12/10/2021	Approved	Plumbing Inspector
16712/2021/PPC	Aqualogical Pty Ltd	1 Collingwood Drive, Redbank	Tenancy Fitout - T106	12/10/2021	Approved	Plumbing Inspector
14243/2021/PPR	Indigo Homes	2A Mitchell Street, Riverview	Community Residence	18/10/2021	Approved	Plumbing Inspector
15083/2021/PPR	Silkwood Homes	15 Drysdale Crescent, Bundamba	Community Residence	07/10/2021	Approved	Plumbing Inspector
15493/2021/PPR	ACOR Consultants (QLD) Pty Ltd	20A Railway Street, Booval	Social Housing with 5 Dwellings	08/10/2021	Approved	Plumbing Inspector
15865/2021/PPR	Mr Graham Robert Billin and Mrs Debra Ann Billin and Ms Bree June Billin	101 Blackstone Road, Silkstone	Secondary dwelling	07/10/2021	Approved	Plumbing Inspector
16478/2021/PPR	Silkwood Homes	47 Bognuda Street, Bundamba	Community Residence	08/10/2021	Approved	Plumbing Inspector
16397/2021/RAL	Mr George William Cowin	104 Blackall Street, Basin Pocket	Reconfiguring a Lot - One (1) Lot into Two (2) Lots	08/10/2021	Approved	Senior Planner (Development)
1385/2019/SSP/A	Mr James McDonnell	4 Weedman Street, Redbank	Lots 1-10, 100 and 900 on SP320329	29/09/2021	Approved	Senior Development Planning Compliance Officer
1837/2007/SSP/V	Walker Corporation Pty Ltd	7001 Hawkins Crescent, Bundamba	Lot 34 and Lot 103 on SP326668	23/09/2021	Approved	Senior Development Planning Compliance Officer
8287/2020/SSP/A	Survey Mark Pty Ltd	7 Orangefield Street, Eastern Heights	Lots 1 & 2 on SP321865	30/09/2021	Approved	Senior Development Planning Compliance Officer
9245/2019/SSP/B	JDA Consultants Pty Ltd	1 Church Street North, Redbank	Lots 3 & 4 on SP318907	08/10/2021	Approved	Senior Development Planning Compliance Officer

## Item 11 / Attachment 1.

DIVISION 4						
Delegated Authority: 66 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
13503/2021/BR	Chris Gratton Sheds	16 Plew Court, Brassall	Siting Variation - Shed	23/09/2021	Approved	Building Regulatory Officer
13488/2021/BR	Chris Gratton Sheds	26 Owens Street, Marburg	Siting Variation - Shed	23/09/2021	Approved	Building Regulatory Officer
13826/2021/BR	Mr Daniel Hegemann	42 Aspect Way, Karalee	Siting Variation - Dwelling	22/09/2021	Approved	Building Regulatory Officer
14069/2021/BR	Project BA	50 Elm Road, Walloon	Siting Variation - Shed	24/09/2021	Approved	Building Regulatory Officer
14210/2021/BR	Integrated Building Certification	128 Equestrian Drive, Yamanto	Siting Variation - Carport	27/09/2021	Approved	Building Regulatory Officer
14455/2021/BR	Construct 81	262 Blackwall Road, Chuwar	Siting Variation/Amenity and Aesthetics - Shed	27/09/2021	Approved	Building Regulatory Officer
14687/2021/BR	Mettricon Homes	8 Philip Street, Rosewood	Siting Variation - Dwelling	08/10/2021	Approved	Building Regulatory Officer
14852/2021/BR	Mr Adam Strickland	7 Imperial Court, Brassall	Siting Variation - Carport	09/10/2021	Approved	Building Regulatory Officer
15021/2021/BR	Brighton Homes Queensland	33 Philip Street, Rosewood	Siting Variation - Dwelling	09/10/2021	Approved	Building Regulatory Officer
15077/2021/BR	Hotondo Homes Jimboomba	1 Stanley Court, Brassall	Siting Variation - Dwelling	09/10/2021	Approved	Building Regulatory Officer
15406/2021/BR	Brighton Homes Queensland	4 Vista Crescent, Rosewood	Siting Variation - Dwelling	15/10/2021	Approved	Building Regulatory Officer
15425/2021/BR	Brighton Homes Queensland	48 Philip Street, Rosewood	Siting Variation - Dwelling	15/10/2021	Approved	Building Regulatory Officer
15436/2021/BR	Mrs Loise Au	141 Haig Street, Brassall	Siting Variation - Carport	05/10/2021	Approved	Building Regulatory Officer
15476/2021/BR	DG Certifiers Pty Ltd	15-17 Kanandah Court, Thagoona	Amenity and Aesthetics - Patio	11/10/2021	Approved	Building Regulatory Officer
15873/2021/BR	Project BA	1 Leysdown Court, Yamanto	Siting Variation - Shed	30/09/2021	Approved	Building Regulatory Officer
15948/2021/BR	Mrs Sonia Barbara Condon	18 Emerson Crescent, Brassall	Siting Variation - Shed	30/09/2021	Approved	Building Regulatory Officer
16202/2021/BR	Project BA	171 Lewis Drive, Karalee	Amenity and Aesthetics - Shed	08/10/2021	Approved	Building Regulatory Officer
16200/2021/BR	Chris Gratton Sheds	25 Aspect Way, Karalee	Amenity and Aesthetics - Shed	08/10/2021	Approved	Building Regulatory Officer
15029/2021/BW	Jutebrem Pty Ltd	8 Swan Street, Brassall	Converting an existing attached Garage to Bedroom, Ensuite and Kitchenette	11/10/2021	Approved	Building Certifier
12872/2021/CA	Baird & Hayes Surveyors And Town Planners	10 Sycamore Street, Walloon	Combined Application Reconfiguring a Lot - One (1) Lot into Two (2) Lots Single Residential Affected by a Development Constraints Overlay (Mining) (Proposed Lot 16)	22/09/2021	Approved	Senior Planner (Development)
8473/2016/MAEXT/A	Mr Dwayne Thomas Ryan and Mrs Evita Eloise Ryan	25 Tantivy Street, Tivoli	Extension to Currency Period Application - Single residential dwelling, shed and dressage area within development constraints overlays (mining, difficult topography and urban catchment flow path)	24/09/2021	Approved	Senior Planner (Development)
2518/2017/MAEXT/A	Sunnyside Developments Pty Ltd	51-89 Southern Amberley Road, Amberley	Extension to Currency Period Application - General Industry (Aerospace Industry) and Service Trades Use (Warehousing/Storage)	14/10/2021	Approved	Senior Planner (Development)
6390/2018/MAMC/B	Consolidated Properties Group	39 Junction Road, Chuwar	Minor Change - Material Change of Use - Shopping Centre (Extension)	18/10/2021	Approved	Development Assessment Central Manager
7081/2021/MAMC/A	Mrs Vanessa Lynda Farrell and Mr Adam Ross Farrell	53-75 Turnbull Road, Thagoona	Minor Change to Material Change of Use - Single Residential (Creation of Development Location Envelope)	07/10/2021	Approved	Senior Planner (Development)
2740/2004/MAOC/A	Modinex Group Pty Ltd	150 Toongarra Road, Wulkuraka	Other Change - Timber Moulding Factory	06/10/2021	Approved	Development Assessment West Manager
4583/2021/MCU	The Certifer Pty Ltd	171 Karrabin Rosewood Road, Karrabin	Material Change of Use - Single Residential	27/09/2021	Approved	Senior Planner (Development)
7259/2021/MCU	Yahka Childcare Pty Ltd	214-220 Pine Mountain Road, Brassall	Material Change of Use - Community Use (Child Care Centre)	30/09/2021	Approved	Senior Planner (Development)
10444/2021/MCU	Stilmark Holdings Pty Ltd	456 Pine Mountain Road, Muirlea	Material Change of Use - Major Utility -Telecommunication Facility	29/09/2021	Approved	Acting Development Assessment Central Manager
10569/2021/MCU	Baird & Hayes Surveyors And Town Planners	86 Berlins Road, Tallegalla	Material Change of Use - Dual Occupancy	13/10/2021	Approved	Senior Planner (Development)
14042/2021/MCU	Cardinal Ventures Pty Ltd	4 Chuwar Street, Brassall	Material Change of Use - Dual Occupancy	11/10/2021	Approved	Senior Planner (Development)
8620/2018/NAME/A	Stonehawke Property Group Pty Ltd	66 Cranes Road, North Ipswich	Road Naming	13/10/2021	Approved	Senior Development Planning Compliance Officer
15792/2021/OD	Titan Enterprises	25 Pelican Street, North Ipswich	Carrying out building work not associated with a material change of use - Carport in a Character Zone	08/10/2021	Approved	Senior Planner (Development)
9236/2021/OW	Bornhorst and Ward Consulting Engineers	46 Windle Road, Brassall	Road Work, Stormwater, Earthworks & Clearing Vegetation	22/09/2021	Approved	Engineering Delivery West Manager
10124/2021/OW	Lory Constructions Pty Ltd	20 Saleyards Road, Yamanto	Stormwater, Drainage Work, Earthworks, Carpark, Internal Access, Driveway from Saleyards Road and Landscaping	12/10/2021	Approved	Senior Development Engineer
11714/2021/OW	Waterlea Nominee Co	7001 Rohl Road, Walloon	Rate 3 Streetlighting - Waterlea Stage 5C	06/10/2021	Approved	Senior Development Engineer
13397/2021/OW	RBG Services Group Pty Ltd	7001 Rohl Road, Walloon	Streetscaping - Waterlea Stage 5C	07/10/2021	Approved	Senior Development Engineer
13352/2021/OW	RBG Services Group Pty Ltd	7001 Rohl Road, Walloon	Streetscaping - Waterlea Stages 4B, 4C and 4D	07/10/2021	Approved	Senior Development Engineer

DIVISION 4						
Delegated Authority: 66 Application/s						
Application No.	Applicant	Address	Description	Decision Date	Decision	Determining Authority
13835/2021/OW	Waterlea Nominee Co	7001 Rohl Road, Walloon	Rate 3 Streetlighting - Waterlea Stages 4B, 4C and 4D	14/10/2021	Approved	Engineering Delivery West Manager
13945/2021/OW	CWD Group Pty Ltd	27A Waterworks Road, North Ipswich	Streetscape Works	08/10/2021	Approved	Engineering Delivery West Manager
16083/2021/PFT	Pivotal Homes Pty Ltd	15 Mary Crescent, Rosewood	Single Dwelling	23/09/2021	Approved	Plumbing Inspector
16080/2021/PFT	Privium Pty Ltd	3 Joanne Place, Brassall	Single Dwelling	23/09/2021	Approved	Plumbing Inspector
16121/2021/PFT	Tribeca Homes Pty Ltd	39 Bulloo Crescent, Brassall	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16116/2021/PFT	Oracle Building Corporation Pty Ltd	13 Langland Circuit, Walloon	Single Dwelling	24/09/2021	Approved	Plumbing Inspector
16575/2021/PFT	Privium Pty Ltd	13 Vista Crescent, Rosewood	Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16963/2021/PFT	Tribeca Homes Pty Ltd	18 Rogers Street, Brassall	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16980/2021/PFT	Torsion Pty Ltd	8 Sprite Way, Brassall	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
16982/2021/PFT	Brighton Homes Queensland	33 Philip Street, Rosewood	Single Dwelling	14/10/2021	Approved	Plumbing Inspector
17077/2021/PFT	Visual Diversity Homes	63 Sprite Way, Brassall	Single Dwelling	18/10/2021	Approved	Plumbing Inspector
15202/2021/PPC	Hydraulic Design Solutions Pty Ltd	2 Queen Street, Walloon	Tenancy Fitout - IGA	29/09/2021	Approved	Plumbing Inspector
17012/2021/PPC	East Coast Hydraulics Pty Ltd	6 The Terrace, North Ipswich	Celebrity Ink Fit-out	18/10/2021	Approved	Plumbing Inspector
14206/2021/PPR	Westbuilt Homes	9 Honeysuckle Court, Walloon	Secondary Dwelling - On-site	22/09/2021	Approved	Plumbing Inspector
14478/2021/PPR	Hallmark Homes Pty Ltd	16A Haggartys Avenue, Karrabin	Single Dwelling - On-site	06/10/2021	Approved	Plumbing Inspector
15672/2021/PPR	KNM Plumbing Pty Ltd	154 Harwoods Road, Walloon	On-Site Sewerage Facility Upgrade	08/10/2021	Approved	Plumbing Inspector
15762/2021/PPR	Mrs Natasha Skye Combe	10-12 Flame Tree Court, Walloon	On-Site Sewerage Facility Upgrade	14/10/2021	Approved	Plumbing Inspector
16002/2021/PPR	PBE Maintenance Services	529-531 Junction Road, Barellan Point	On-Site Sewerage Facility Upgrade	01/10/2021	Approved	Plumbing Inspector
16107/2021/PPR	Parker Plumbing	81-87 Thagoona Haigslea Road, Thagoona	On-Site Sewerage Facility Upgrade	06/10/2021	Approved	Plumbing Inspector
16105/2021/PPR	Dixon Homes	4 Chuwar Street, Brassall	Secondary Dwelling (Right House)	08/10/2021	Approved	Plumbing Inspector
16104/2021/PPR	Dixon Homes	4 Chuwar Street, Brassall	Secondary Dwelling (Left House)	08/10/2021	Approved	Plumbing Inspector
16124/2021/PPR	Valley Waste Water Management	91-93 Adelong Avenue, Thagoona	On-Site Sewerage Facility Upgrade	12/10/2021	Approved	Plumbing Inspector
16162/2021/PPR	Pantha Homes	15 Coulson Court, Haigslea	Non-Sewered Single Dwelling	07/10/2021	Approved	Plumbing Inspector
16441/2021/PPR	Platinum Building Approvals Pty Ltd	64 Carlock Promenade, Karalee	Non-Sewered Single Dwelling	12/10/2021	Approved	Plumbing Inspector
16548/2021/PPR	KNM Plumbing Pty Ltd	976-982 Karrabin Rosewood Road, Thagoona	On-Site Sewerage Facility Upgrade	13/10/2021	Approved	Plumbing Inspector
13958/2021/RAL	Michel Group Services Pty Ltd	11 Downs Street, North Ipswich	Reconfiguring a Lot - Boundary Realignment Seven (7) Lots into Two (2) Lots and Access Easement	22/09/2021	Approved	Senior Planner (Development)
16584/2021/RAL	Baird & Hayes Surveyors And Town Planners	56 Pine Mountain Road, North Ipswich	Reconfiguring a Lot - Boundary Realignment (two (2) lots into two (2) lots)	15/10/2021	Approved	Senior Planner (Development)
13709/2021/SSP	Mr Kenneth James Packer	19 Ashfield Street, North Ipswich	Lots 1& 2 on SP320179	18/10/2021	Approved	Senior Development Planning Compliance Officer
897/2020/SSP/A	The Scout Association Of Australia QLD Branch Inc	127 Allawah Road, Chuwar	Lots 1 & 2 on SP323010	24/09/2021	Approved	Senior Development Planning Compliance Officer

Doc ID No: A7636363

ITEM: 12  
SUBJECT: PLANNING AND ENVIRONMENT COURT ACTION STATUS REPORT  
AUTHOR: MANAGER, DEVELOPMENT PLANNING  
DATE: 19 OCTOBER 2021

### **EXECUTIVE SUMMARY**

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

### **RECOMMENDATION/S**

That the report be received and the contents noted.

### **RELATED PARTIES**

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

### **IFUTURE THEME**

Vibrant and Growing  
Safe, Inclusive and Creative  
Natural and Sustainable  
A Trusted and Leading Organisation

### **DISCUSSION**

Whilst this report outlines a specific list of development application related court actions, from time to time, Council will be engaged in prosecutions relating to development offences and other matters. Owing to the nature of these prosecutions, these matters are not generally listed in the attached court action report. However substantial matters will be presented to the Growth, Infrastructure and Waste Committee using this report from time to time.

### **LEGAL/POLICY BASIS**

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

*Planning and Environment Court Act 2016*

**RISK MANAGEMENT IMPLICATIONS**

There are no risk management implications associated with this report.

**HUMAN RIGHTS IMPLICATIONS**

HUMAN RIGHTS IMPACTS
<b>RECEIVE AND NOTE REPORT</b>
The recommendation states that the report be received and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights.

**FINANCIAL/RESOURCE IMPLICATIONS**

N/A



**COMMUNITY AND OTHER CONSULTATION**

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

**CONCLUSION**

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

**ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS**

1.	Planning and Environment Court Action Status Report  
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Anthony Bowles

**MANAGER, DEVELOPMENT PLANNING**

I concur with the recommendations contained in this report.

Peter Tabulo

**GENERAL MANAGER, PLANNING AND REGULATORY SERVICES**

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



PLANNING AND REGULATORY SERVICES

**Court Action Status Report**

Below is a list of Development Applications with open court appeals.

**Total Number of Appeals - 10**

(as at 18 October 2021)

**DIVISION 1**

**Lantrak Property Holdings (Qld) Pty Ltd v Ipswich City Council**

<b>Register No:</b>	153	<b>Appeal Type:</b>	Applicant Appeal	<b>Appeal No:</b>	3473 of 2019
<b>Application No:</b>	3343/2018/MCU	<b>Property:</b>	460-482 Ipswich Rosewood Road, Jeebropilly	<b>Received Date:</b>	25/9/2019
<b>Applicant:</b>	Lantrak Property Holdings (QLD) Pty Ltd				
<b>Appeal Summary:</b>	This is an applicant initiated deemed refusal appeal. The development application was for a new construction and demolition (non-putrescible) landfill facility. The due date for Council to make a decision was 13 September 2019 and the due date to issue the decision notice to the applicant was 20 September 2019. On 13 September 2019 the applicant refused Council's request for an extension of time for the decision period and subsequently lodged the deemed refusal appeal before Council was in a position to issue a decision.				
<b>Status:</b>	Hearing concluded on the 13 August 2021. Awaiting judgement.				

**Fabcot Pty Ltd v Ipswich City Council**

<b>Register No:</b>	157	<b>Appeal Type:</b>	Applicant Appeal	<b>Appeal No:</b>	4301 of 2019
<b>Application No:</b>	2269/2019/MCU	<b>Property:</b>	91 Raceview Street, Raceview	<b>Received Date:</b>	28/11/2019
<b>Applicant:</b>	Fabcot Pty Ltd				
<b>Appeal Summary:</b>	This is an applicant appeal against Council's decision to refuse an application for a Material Change of Use – Shopping Centre.				
<b>Status:</b>	hearing is set down to commence from 25 October (7 days allocated).				

**R.J. Lang Nominees Pty Ltd v Ipswich City Council**

<b>Register No:</b>	176	<b>Appeal Type:</b>	Applicant Appeal	<b>Appeal No:</b>	530 of 2021
<b>Application No:</b>	3749/2019/MCU	<b>Property:</b>	189 Briggs Road, Flinders View	<b>Received Date:</b>	8/3/2021
<b>Applicant:</b>	RJ Lang Nominees Pty Ltd				
<b>Appeal Summary:</b>	This is an applicant appeal against Infrastructure Charges Notice (ICN) issued by Council as part of negotiated decision notice dated 8 February 2021.  The appellant claims that the ICN: contains an error relating to the application of the relevant adopted charge and an offset or refund; has no decision about an offset or refund; and charges are unreasonable				
<b>Status:</b>	Listed for review on 5 November 2021.				

Item 12 / Attachment 1.

**DIVISION 1**

**Wanless Recycling Park Pty Ltd v Ipswich City Council**

<b>Register No:</b>	187	<b>Appeal Type:</b>	Applicant Appeal	<b>Appeal No:</b>	2715 of 2021
<b>Application No:</b>	10674/2019/CA	<b>Property:</b>	266-304 Coopers Road, Willowbank	<b>Received Date:</b>	15/10/2021
<b>Applicant:</b>	Wanless Recycling Park Pty Ltd				
<b>Appeal Summary:</b>	This is an applicant appeal against Council's decision to refuse in part, Development Application No. 10674/2019/CA, being the Material Change of Use for Waste Activity Use involving Landfill and the Material Change of Use for Waste Activity Use involving Rehabilitating a Mining Void.				
<b>Status:</b>	Awaiting directions				

**DIVISION 2**

**Spring Lake Holdings Pty Ltd (ACN 156 492 885) As Trustee for Spring Lake Trust v ICC**

<b>Register No:</b>	184	<b>Appeal Type:</b>	Applicant Appeal	<b>Appeal No:</b>	1428 of 2021
<b>Application No:</b>	9446/2017/ADP	<b>Property:</b>	1 Springfield Lakes Boulevard, Springfield Lakes	<b>Received Date:</b>	9/6/2021
<b>Applicant:</b>	Spring Lake Holdings Pty Ltd				
<b>Appeal Summary:</b>	This is an applicant appeal against a deemed refusal of an application to: (1) amend an existing approved Area Development Plan over the Spring Lake Metro site for: (a) An additional Child Care Centre; (b) A Motel (extension); and (c) Additional ground floor tenancies (Shop, Restaurant, Service Industry, Medical Centre, Fast Food Premises, Commercial Premises and/or Veterinary Clinic; and (2) operational work for advertising structures (above awning signs, below awning signs and awning fascia signs).				
<b>Status:</b>	Without prejudice discussions occurring. Matter adjourned until 25 October 2021				

**DIVISION 3**

**Cleanaway Solid Waste Pty Ltd v Ipswich City Council**

<b>Register No:</b>	156	<b>Appeal Type:</b>	Applicant Appeal	<b>Appeal No:</b>	4101 of 2019
<b>Application No:</b>	4502/2018/MCU	<b>Property:</b>	100 Chum Street, New Chum	<b>Received Date:</b>	14/11/2019
<b>Applicant:</b>	Cleanaway Solid Waste Pty Ltd				
<b>Appeal Summary:</b>	This is an applicant appeal against Council's decision to refuse a development application which sought to extend the life of an existing landfill facility by increasing the landfill height from the approved RL72 to RL85.				
<b>Status:</b>	Hearing concluded on the 13 August 2021. Awaiting judgement.				

Item 12 / Attachment 1.

**DIVISION 3**

**Austin BMI Ltd CAN 164 204 308 v Ipswich City Council**

<b>Register No:</b>	160	<b>Appeal Type:</b>	Applicant Appeal	<b>Appeal No:</b>	912 of 2020
<b>Application No:</b>	1149/2018/CA	<b>Property:</b>	191 Whitwood Road, New Chum	<b>Received Date:</b>	23/3/2020
<b>Applicant:</b>	Austin BMI Pty Ltd				
<b>Appeal Summary:</b>	<p>This is an applicant initiated deemed refusal appeal. The development application was for a new construction and demolition (non-putrescible) landfill facility.</p> <p>The due date for Council to make a decision was 11 February 2020 and the due date to issue the decision notice to the applicant was 18 February 2020.</p> <p>On 4 February 2020 the applicant refused Council's request to extend the decision making period until 25 February 2020 and subsequently lodged the deemed refusal appeal before Council was in a position to issue a decision.</p>				
<b>Status:</b>	Hearing concluded on the 13 August 2021. Awaiting judgement.				

**DIVISION 4**

**L&P Bachmann Nominees Pty Ltd v Ipswich City Council**

<b>Register No:</b>	167	<b>Appeal Type:</b>	Applicant Appeal	<b>Appeal No:</b>	2550 of 2020
<b>Application No:</b>	9579/2019/MCU	<b>Property:</b>	72-76 Junction Road, Karalee	<b>Received Date:</b>	8/9/2020
<b>Applicant:</b>	Plan A Town Planning Pty Ltd				
<b>Appeal Summary:</b>	<p>This is an applicant appeal against Council's decision to refuse a development application for Business Use (Excluding Bulky Goods Sales, Hotel, Produce/Craft Market, Service Station, Shop and predominate use of premises for a skin penetrating activity other than acupuncture) at 72-76 Junction Road, Karalee.</p> <p>The application was refused primarily on the basis of traffic/access and noise related matters.</p>				
<b>Status:</b>	Without prejudice discussions ongoing. The matter is listed for review on 10 December 2021.				

**Fabcot Pty Ltd (ACN 002 960 983) v Ipswich City Council**

<b>Register No:</b>	177	<b>Appeal Type:</b>	Notice of Appeal	<b>Appeal No:</b>	652 of 2021
<b>Application No:</b>	2992/2008/MAEXT/B	<b>Property:</b>	198-238 Fernvale Road, Brassall	<b>Received Date:</b>	22/3/2021
<b>Applicant:</b>	Fabcot Pty Ltd				
<b>Appeal Summary:</b>	<p>This is an appeal against a refusal to an extension to the currency period application based on the aspects of the development are in conflict with the current legislative framework that would apply to the development, if it were a new development. Specifically the State Planning Policy 2017 in relation to MSES – Wildlife Habitat for Koala classed as high value bushland and Schedule 10, Part 10, division 3 of the Planning Regulation 2017 (core koala habitat areas mapped on the site).</p>				
<b>Status:</b>	Without prejudice discussions ongoing. The matter is listed for review on 28 October 2021				

Item 12 / Attachment 1.

DIVISION 4

Kelly Consolidated Pty Ltd v Ipswich City Council

<b>Register No:</b>	186	<b>Appeal Type:</b>	Submitter Appeal	<b>Appeal No:</b>	2165 of 2021
<b>Application No:</b>	6365/2020/CA	<b>Property:</b>	9 Hall Street, Yamanto	<b>Received Date:</b>	18/8/2021

**Applicant:** Yamanto Holdings Pty Ltd

**Appeal Summary:** This is a submitter appeal against Council's decision to approve an application for a Material Change of Use - Business Use (bulky goods sales, cafe, fast food premises, food delivery service, restaurant, shop, snack bar and/or takeaway food premises); and Operational Works - Advertising Devices (Five (5) Pylon Signs).

The primary grounds for Kelly Consolidated Pty Ltd lodging the appeal against Council's decision are as follows:

- The Development Application does not comply with the relevant assessment benchmarks, namely the Ipswich Planning Scheme;
- The imposition of the Condition does not cure or remedy the material non-compliance with the Planning Scheme; and
- There are no relevant matters which support approval of the Development Application, and to the extent there are (which is not admitted), given the materiality of the non-compliance with the Planning Scheme, those matters do not warrant the exercise of the discretion to approve the Development Application.

**Status:** Without prejudice discussions occurring. Next court review is on 28 October 2021

Doc ID No: A7647967

ITEM: 13  
FROM: COUNCILLOR SHEILA IRELAND  
RE: NOTICE OF MOTION - ASSISTANCE FOR AGRITOURISM INDUSTRY IN IPSWICH  
DATE: 22 OCTOBER 2021

This is a notice of motion submitted by Councillor Sheila Ireland concerning assistance for the Agritourism Industry in Ipswich prior to the adoption of a new Ipswich Planning Scheme.

Councillor Sheila Ireland gave notice at the Council Ordinary Meeting of 21 October 2021 of her intention to move the following motion at the Growth Infrastructure and Waste Committee Meeting of 4 November 2021:

MOTION

**That a report be presented to the Growth Infrastructure and Waste Committee no later than March 2022 outlining the short term and interim options that can be implemented to assist the Agritourism Industry in Ipswich prior to the adoption of a new Ipswich planning scheme.**