



City of
Ipswich

**IPSWICH
CITY
COUNCIL**

AGENDA

of the

GOVERNANCE AND TRANSPARENCY COMMITTEE

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

On Thursday, 14 July 2022
At 10 minutes after the conclusion of the Growth, Infrastructure and Waste
Committee

<u>MEMBERS OF THE GOVERNANCE AND TRANSPARENCY COMMITTEE</u>	
Deputy Mayor Jacob Madsen (Chairperson) Councillor Russell Milligan (Deputy Chairperson)	Mayor Teresa Harding Councillor Marnie Doyle Councillor Kate Kunzelmann Councillor Nicole Jonic

GOVERNANCE AND TRANSPARENCY COMMITTEE AGENDA
*10 minutes after the conclusion of the Growth, Infrastructure and
Waste Committee on **Thursday, 14 July 2022***
Council Chambers

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GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 6

14 JULY 2022

AGENDA

WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY

DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA

BUSINESS OUTSTANDING

CONFIRMATION OF MINUTES

1. **CONFIRMATION OF MINUTES OF THE GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 2022(05) OF 16 JUNE 2022**

RECOMMENDATION

That the Minutes of the Meeting held on 16 June 2022 be confirmed.

OFFICERS' REPORTS

2. ****PROCUREMENT: SUPPLY OF UNBOUND PAVEMENT MATERIAL FOR MAINTENANCE OF COUNCIL'S UNSEALED ROADS**

This is a report concerning the supply of unbound pavement material for the maintenance of Council's unsealed roads. Resolution is sought to enter into a contractual arrangement with local quarry, CW & EJ Russell for the provision of unbound material for the maintenance of Council's unsealed roads.

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 quotes for the provision of Unbound Pavement Material for maintenance of Council's unsealed roads.
- B. That Council enter into a contractual arrangement with CW & EJ Russell for three (3) years for a value up to one million dollars GST exclusive (\$1,000,000).

3. PROCUREMENT: KIOCLOUD ANNUAL SUBSCRIPTION

This is a report seeking a Council Resolution by Ipswich City Council (Council) to continue the engagement with Aquion Pty Ltd. It is proposed to extend the current contract by a further two (2) years on a 1+1 arrangement, for the continuation of the KioCloud Kiosk Management Software which enables the Council Libraries to manage public facing screens and create a secure environment that also protects the user's privacy.

Council engaged Aquion Pty Ltd as a reseller of KioCloud Licences after the ICT Branch initiated the project to move from the Kioware single licences to the KioCloud enterprise licencing model. This recommendation by the ICT Branch was adopted in order to not only consolidate licences but also reduce spend. The current contract with Aquion was processed by RFQ in 2020 and expires 13 August 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 quotes OR tenders for the provision of KioCloud annual subscription and support of the kiosk management software.
- B. That Council enter into a contractual arrangement (Council file reference number 16407) with Aquion Pty Ltd, at an approximate purchase price of \$45,000.00 excluding GST over the entire term, being a term of one (1) year, with option for extension at the discretion of Council (as purchaser), of an additional one (1) year term.

4. **RENEWAL OF LEASE OVER 205 BRISBANE STREET, IPSWICH FROM MAEA INVESTMENTS PTY LTD

This is a report concerning the renewal of a lease over 205 Brisbane Street, Ipswich, described as Lot 10 on SP292794 between Ipswich City Council (**Council**) and MAEA Investments Pty Ltd (**MAEA**) for carparking purposes.

RECOMMENDATION

- A. That Council exercise its option to renew the leasehold interest in the land at 205 Brisbane Street, Ipswich, described as Lot 10 on SP292794, for carparking purposes.
- B. That Council enter a lease with MAEA Investments Pty Ltd ACN 619 800 789 (the Lessor), on the following terms:

- (i) at an annual rent of \$31,214.90 excluding GST payable by Council, from the commencement date of the lease on 1 July 2022; and
- (ii) for a further term of five (5) years, with no options for extension.

5. ****ACQUISITION OF EXTINGUISHED EASEMENT - EASEMENT B ON RP202017 OVER 15 NELSON ST, BUNDAMBA**

This is a report concerning the acquisition of an easement for drainage purposes described as Easement B on RP202017 (the "Easement") in Lot 5 on SP198444 located at 15 Nelson Street, Bundamba, owned by the Queensland Bulk Water Supply Authority (trading as Seqwater). The previously existing Easement was extinguished as a result of a freehold land transfer to the Co-ordinator-General.

RECOMMENDATION

- A. That Council, having considered the details contained in this report, support the acquisition of an easement for drainage purposes, of the area of land identified in Attachment 2 ("The Land"), described as Easement B on RP202017 in Lot 5 on SP198444 located at 15 Nelson Street, Bundamba, by way of Agreement with Seqwater.
- B. In the first instance the method of acquisition will be by agreement with Seqwater pursuant to the *Property Law Act 1974*, and the *Land Title Act 1994*.
- C. The Council be kept informed as to the progress and outcome of Easement B.

6. ****DISPOSAL OF COUNCIL FREEHOLD LAND - ACCESS RESTRICTION STRIP LOCATED AT LOT 717 HOOD STREET, KARALEE**

This is a report concerning the partial disposal of freehold land for road purposes located at Lot 717 Hood Street, Karalee, described as Lot 717 on RP123085 (the Lot) owned by Ipswich City Council (Council). The Lot is described as an Access Restriction Strip (**ARS**) preventing the adjoining landowner legal access to their property.

RECOMMENDATION

- A. That Council declare part of the Access Restriction Strip located at Lot 717 Hood Street, Karalee, described as Lot 717 on RP123085 surplus to Council requirements and available for disposal for road purposes.
- B. That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation applies to the disposal of part of the Access Restriction Strip located at

Lot 717 Hood Street, Karalee, described as Lot 717 on RP123085, to the State of Queensland (represented by the Department of Resources)('DoR').

- C. That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of the disposal of the Access Restriction Strip described in recommendation B for road purposes.

7. ****DISPOSAL OF COUNCIL FREEHOLD LAND - ACCESS RESTRICTION STRIP LOCATED AT 6001 DE GRAAF STREET AND PART OF LOT 105 UNNAMED ROAD, BELLBIRD PARK**

This is a report concerning the disposal of freehold land for road purposes located at 6001 De Graaf Street and Lot 105 Unnamed Road, Bellbird Park described as Lot 119 on SP284850 and Lot 105 on SP276503. Both lots, owned by Ipswich City Council (Council), are identified as Access Restriction Strips (**ARS**) and are proposed to be opened as road as part of a Development Application 18909/2021/RAL (the "Development Application") to reconfigure a lot.

RECOMMENDATION

- A. That Council declare the Access Restriction Strips located at 6001 De Graaf Street and Lot 105 Unnamed Road, Bellbird Park, described as Lot 119 on SP284850 and Lot 105 on SP276503, surplus to Council requirements and available for disposal for road purposes.
- B. That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation apply to the disposal of the Access Restriction Strip located at 6001 De Graaf Street and Lot 105 Unnamed Road, Bellbird Park, described as Lot 119 on SP284850 and Lot 105 on SP276503, to the State of Queensland (represented by the Department of Resources (DoR)).
- C. That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of disposal of the Access Restriction Strip described in Recommendation B for road purposes.

8. **DISPOSAL OF PART OF COUNCIL FREEHOLD LAND LOCATED AT 7006 PANORAMA DRIVE, SPRINGFIELD**

This is a report concerning the disposal of part of land for road purposes located at 7006 Panorama Drive, Springfield, described as Lot 9998 on SP236942, being Council freehold land held in Trust for drainage and future road purposes.

RECOMMENDATION

- A. That Council declare part of the freehold land located 7006 Panorama Drive, Springfield, described as Lot 9998 on SP236942, surplus to Council requirements and available for disposal for road purposes.
- B. That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation applies to the disposal of part of the freehold land at 7006 Panorama Drive, Springfield, described as Lot 9998 on SP236942, to the State of Queensland (Represented by the Department of Resources (DoR)).
- C. That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of disposal of part of the freehold land described in recommendation B, for road purposes.

9. **DISPOSAL OF COUNCIL FREEHOLD LAND - ACCESS RESTRICTION STRIP LOCATED AT LOT 3 MT CROSBY ROAD, CHUWAR

This is a report concerning the disposal of freehold land for road purposes located at Lot 3 Mt Crosby Road, Chuwar, described as Lot 3 on SP118671 owned by Ipswich City Council (Council). Lot 3 on SP118671 is identified as an Access Restriction Strip (ARS) and is preventing the adjoining landowner from making an application to the Department of Resources (DoR) for permanent road closure.

RECOMMENDATION

- A. That Council declare the Access Restriction Strip located at Lot 3 Mt Crosby Road, Chuwar, described as Lot 3 on SP118671, surplus to Council's requirement and available for disposal for road purposes.
 - B. That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation apply to the disposal of the Access Restriction Strip located at Lot 3 Mt Crosby Road, Chuwar, described as Lot 3 on SP118671, to the State of Queensland (represented by the Department of Resources ('DoR')).
 - C. That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of disposal of the Access Restriction Strip described in recommendation A & B for road purpose.
-

10. QUEENSLAND AUDIT OFFICE 2022 INTERIM AUDIT REPORT

This is a report concerning the Queensland Audit Office (QAO) 2022 interim audit report for the financial year ending 30 June 2022 detailing the results of QAO's interim work performed between 7 March to 6 May 2022, including a review of relevant information systems controls.

RECOMMENDATION

That the Queensland Audit Office 2022 Interim Audit Report, as detailed in Attachment 1, be received and the contents noted.

NOTICES OF MOTION

MATTERS ARISING

GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 2022(05)

16 JUNE 2022

MINUTES

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

COUNCILLOR'S APOLOGIES: Nil

OFFICERS' ATTENDANCE: Chief Executive Officer (Sonia Cooper), Acting General Manager Corporate Services (Jeff Keech), Acting Chief Financial Officer (Paul Mollenhauer), General Manager Community, Cultural and Economic Development (Ben Pole), General Manager Planning and Regulatory Services (Peter Tabulo), General Manager Infrastructure and Environment (Sean Madigan), Procurement Manager (Richard White), Chief of Staff – Office of the Mayor (Melissa Fitzgerald), Senior Policy and Communications Officer (David Shaw), Chief Information Officer (Sylvia Swalling), Manager, Compliance (Alisha Connaughton), Animal Management and Biosecurity Manager (Haiden Taylor), Manager Procurement (Richard White), Manager Economic and Community Development (Cat Matson), Community Development Manager (Melissa Dower), Acting Property Services Manager (Kerry Perrett), Senior Property Officer (Acquisitions and Disposals)(Alicia Rieck), Property Officer (Judi Howard), Property Officer (Tara Wall) and Theatre Technician (Trent Gray)

WELCOME TO COUNTRY/ACKNOWLEDGEMENT OF COUNTRY

Deputy Mayor Jacob Madsen (Chairperson) delivered the Acknowledgement of Country.

ADJOURN MEETING

Deputy Mayor Jacob Madsen moved that the meeting be adjourned at 10.15 am to reconvene at 10.35 am.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

NEGATIVE

Councillors:

Nil

Jonic

The motion was put and carried.

The meeting reconvened at 10.35 am.

DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA

Nil

BUSINESS OUTSTANDING

Nil

CONFIRMATION OF MINUTES

1. **CONFIRMATION OF MINUTES OF THE GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 2022(04) OF 5 MAY 2022**

RECOMMENDATION

Moved by Councillor Russell Milligan:
Seconded by Councillor Marnie Doyle:

That the minutes of the Governance and Transparency Committee held on 5 May 2022 be confirmed.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

OFFICERS' REPORTS

2. **ANNUAL REVIEW OF DELEGATIONS TO CHIEF EXECUTIVE OFFICER**

This is a report concerning the annual review of delegations to the Chief Executive Officer for 2022.

RECOMMENDATION

Moved by Councillor Russell Milligan:
Seconded by Councillor Marnie Doyle:

- A. That the delegation listed in Attachment 1 which has previously been delegated from Council to the Chief Executive Officer be repealed.**
- B. That under s257(1)(b) of the *Local Government Act 2009*, Council resolve to delegate to the Chief Executive Officer (CEO), the power contained and detailed in Attachment 2 of the report dated 17 May 2022 by the Governance Project Officer.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

3. **DISCONTINUATION OF DISCOUNTED DOG REGISTRATION CLASSIFICATIONS FOR OBEDIENCE TRAINED DOGS, DOGS QUEENSLAND MEMBERS AND FARM DOGS**

This report provides clarification about changes to the Fees & Charges that were adopted by Council in April 2022 as they relate to the discontinuation of discounted dog registration classifications for Obedience Trained Dogs, Dogs Queensland Members and Farm Dogs.

RECOMMENDATION

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

That the report be received and the contents noted.

Deputy Mayor Jacob Madsen proposed that this report be referred to the ordinary council meeting on 30 June 2022.

Seconded by Councillor Marnie Doyle

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

RECOMMENDATION

Moved by Councillor Nicole Jonic:

Seconded by Councillor Kate Kunzelmann:

That the report be referred to the ordinary council meeting on 30 June 2022.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

4. **PROCUREMENT - CONTRACT 16117 HUMAN RESOURCE INFORMATION SYSTEM - HRIS - DELOITTE CONSULTING**

This a report seeking a resolution by Council to vary contract 16117 with existing supplier Deloitte Consulting Pty Ltd (Deloitte) to add five (5) further one (1) year extension options to continue the uninterrupted provision and servicing of critical Council internal systems whilst awaiting an iVolve outcome to be determined and actioned. The contract is for the provision of hosted managed services, support and related integrated licencing and subscriptions for Council's core operational Human Resources Information System (HRIS), including payroll, payroll timecard management, tax office payroll data reporting and employee push communications.

This matter is required as officers seek Council resolution that the exception under section 235(a) of the *Local Government Regulation 2012* applies to the uninterrupted continuation of the key HRIS system and associated components for the operational functionality and compliance required. The complex integration of the solution provided by the incumbent supplier means that there is only one supplier who is reasonably available to continue providing the system. Further, due to the identified iVolve dependency of the Human Resources

Information System, it is more costly and disadvantageous to Council to tender for a different system until iVolve is able to deliver a final solution.

A resolution of Council is sought to vary the contractual arrangement with Deloitte for five (5) further one (1) year extension options. This will increase the total value of the contract to approximately eight million two hundred thousand dollars (\$8,200,000.00) excluding GST for the full 10-year term of the contract if all extension options are exercised.

RECOMMENDATION

- A. That pursuant to Section 235(a) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception applies as it is satisfied that there is only one supplier who is reasonably available for the ongoing provision of the Deloitte HRIS system and associated components.
- B. That the contractual arrangement 16117 (formerly 10805) with Deloitte Consulting Pty Ltd (Supplier) for the Deloitte HRIS system and associated components be extended by five (5) further one (1) year options at an approximate value of \$4,000,000.00 + GST over the additional term (increasing the approximated contract value to \$8,200,000.00 + GST over the entire extended term of the contract).
- C. That Council enter into a Deed of Variation with the Supplier to appropriately amend the existing contractual 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.

RECOMMENDATION

Moved by Deputy Mayor Jacob Madsen:

Seconded by Councillor Kate Kunzelmann:

That the report be referred to the ordinary council meeting on 30 June 2022.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

5. PROCUREMENT - MICROSOFT ENTERPRISE LICENSING 3 YEAR AGREEMENT

This is a report concerning the financial approval for the renewal of the Microsoft Enterprise Licencing for a three (3) year period commencing 1 August 2022.

A request for quotation was released under the LGA arrangement BUS274 ICT Solutions and Services. After evaluation of responses it was determined supplier Data#3 Limited offered the most value for Council for the following three (3) year period commencing 1 August 2022.

The cost of the engagement for the provision of Microsoft Enterprise licencing for the 3-year period is estimated at \$1.48 million (ex GST) per annum or \$4.431 million (ex GST) for the contract term of three (3) years. The estimate is based upon current volumes and anticipated future resource requirements as quoted by Data#3 Limited in the RFQ response.

RECOMMENDATION

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 ICT Solutions and Services BUS274 by Local Buy Pty Ltd for the provision of Microsoft Enterprise Licencing (Council file reference number 18620), with Data#3 Limited (Supplier) who is a party to the LGA Arrangement.**
- B. **That under the LGA Arrangement with the Supplier, the approximate purchase price is \$4.431 Million excluding GST over the entire term, the end date of the initial term being 31st July 2025, with no current 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:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

5.1. MATTER ON NOTICE - NUMBER OF LICENCES REQUIRED FOR MICROSOFT LICENSING AGREEMENT

Mayor Teresa Harding queried the number of licences required for this agreement.

That the Manager, Procurement advise councillors the number of licences required in relation to Item 5 for the Microsoft Licensing 3 Year Agreement prior to the council ordinary meeting on 30 June 2022.

6. PROCUREMENT - WASTE SERVICES COMMERCIAL MANAGEMENT SYSTEM

This a report seeking a resolution by Council to enter into a new agreement with Council's current vendor AMCS Australia Pty Ltd (AMCS) to transition from the old waste services commercial management system currently in use at Council (RMSWin) that is being retired by the manufacturer to the current cloud-based technology offering of the product in order to continue the uninterrupted provision of a critical Council service, being commercial waste services scheduling and billing.

This matter is required as officers seek Council resolution that the exception under section 235(b) of the *Local Government Regulation 2012* applies to the uninterrupted provision the waste services commercial management system and other related ancillary items for the operationally necessary functionality required. The specialised and proprietary nature of the incumbent supplier's products means that there is only one supplier who is reasonably available to provide such a solution and transition Council's data from the old proprietary system into the new proprietary cloud-based system. It would therefore be costly and disadvantageous to Council to tender for other software products for such a specialised component of the current waste system technology stack.

A resolution of Council is sought to enter into a new contractual arrangement with AMCS for the implementation, migration to and provision of the new cloud based Wastedge system and other related ancillary items as required for an initial term of two (2) years with options for extension of an additional one (1) year term and a further nine (9) month term. This is an estimated total cost of approximately four hundred and sixty-two thousand dollars (\$462,000.00) excluding GST for the full term of the contract if all extension options are exercised.

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 the proprietary Wastedge waste services commercial management system and related ancillary items.

- B. That Council enter into a contractual arrangement (Council file reference number 18941) with AMCS Australia Pty Ltd, at an approximate purchase price of \$462,000.00 excluding GST over the entire term, being an initial term of two (2) years, with options for extension at the discretion of Council (as purchaser), of an additional one (1) year term and a further nine (9) month term.

Mayor Teresa Harding queried how the price compares to the price from 2019. Deputy Mayor Jacob Madsen requested that this be recorded as a Matter on Notice for response prior to the next ordinary council meeting on 30 June 2022.

RECOMMENDATION

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

- 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 the proprietary Wastedge waste services commercial management system and related ancillary items.**
- B. **That Council enter into a contractual arrangement (Council file reference number 18941) with AMCS Australia Pty Ltd, at an approximate purchase price of \$462,000.00 excluding GST over the entire term, being an initial term of two (2) years, with options for extension at the discretion of Council (as purchaser), of an additional one (1) year term and a further nine (9) month term.**
- C. **That the Manager of Procurement take this matter on notice to advise councillors on how the price compares to the price from 2019 prior to the ordinary council meeting on 30 June 2022.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Harding

The motion was put and carried.

7. PROPOSED DISPOSAL OF A SUBTERRANEAN EASEMENT LOCATED AT EASTERN HEIGHTS

This is a report concerning the proposed disposal of a subterranean easement (Easement 601111652) which connects Lots 237, 238, and 239 RP221971 (Subterranean Land) owned by Ipswich City Council (Council) to two hundred and twenty-one (221) surface lots located within Eastern Heights. The disposal of the subterranean easement will occur by way of a surrender of the easement.

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

RECOMMENDATION

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

- A. **That Council declare the subterranean easement described as Easement 601111652 surplus to Council requirements and available for disposal.**
- B. **That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the regulation) that the exception referred to in section 236(1)(c)(iv) of the Regulation applies to the disposal of the subterranean easement described as Easement 601111652.**
- (i) Easement 601111652 is not suitable to be offered for disposal by tender or auction due to its sub-surface location;
 - (ii) It is in the public interest to dispose of Easement 601111652 without a tender process; and;
 - (iii) The disposal is otherwise in accordance with sound contracting principles.
 - (iv) To Council’s knowledge there are no surface landowners who have expressed a wish to acquire the interest created by the Easement; if a surface landowner did express an interest, then they would also be required to purchase the adjoining subterranean land which is connected to the surface land by the Easement.
- C. **That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of the disposal, by way of surrender, of Easement 601111652.**

AFFIRMATIVE
Councillors:
Madsen
Milligan
Harding

NEGATIVE
Councillors:
Nil

Doyle
Kunzelmann
Jonic

The motion was put and carried.

8. DISPOSAL OF COUNCIL FREEHOLD LAND - ACCESS RESTRICTION STRIP LOCATED AT LOTS 67 AND 68 UNNAMED ROAD, PINE MOUNTAIN

This is a report concerning the disposal of freehold land for road purposes located at Unnamed Road, Pine Mountain, described as Lots 67 and 68 on RP132618 owned by Ipswich City Council (Council). Both lots are identified as an Access Restriction Strip (ARS) and are preventing the adjoining landowners from making an application to the Department of Resources (DoR) for a permanent road closure.

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

RECOMMENDATION

Moved by Councillor Russell Milligan:
Seconded by Councillor Marnie Doyle:

- A. **That Council declare the Access Restriction Strip located at Unnamed Road, Pine Mountain, described as Lots 67 and 68 on RP132618, surplus to Council requirements and available for disposal for road purposes.**
- B. **That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation apply to the disposal of the Access Restriction Strip located at Unnamed Road, Pine Mountain, described as Lots 67 and 68 on RP132618, to the State of Queensland (represented by the Department of Resources ('DoR')).**
- C. **That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of disposal of the ARS described in recommendation B for road purposes.**

AFFIRMATIVE
Councillors:
Madsen
Milligan
Harding
Doyle

NEGATIVE
Councillors:
Nil

Kunzelmann
Jonic

The motion was put and carried.

9. REPEAL OF PREVIOUS COUNCIL DECISION FOR RENEWAL OF LEASE - KIOSK 1
KARALEE SHOPPING VILLAGE, 39 JUNCTION ROAD, CHUWAR - CVS LANE CAPITAL
PARTNERS PTY LTD TO IPSWICH CITY COUNCIL

This is a report requesting the repeal of a previous decision of the Governance and Transparency Committee, Item No. 3 on the 10 March 2022 and adopted at the Council Ordinary meeting of 24 March 2022 concerning the renewal of lease via a lease amendment from CVS Lane Capital Partners Pty Ltd over premises located at Kiosk 1, Karalee Shopping Village, 39 Junction Road, Chuwar and that Council now enter into a new lease.

As the lease amendment was not executed by the Lessor before the lease term expiry, Council must now enter into a new lease (versus an amendment) with CVS Lane Capital Partners Pty Ltd, on the same terms as the March resolution.

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

RECOMMENDATION

Moved by Councillor Marnie Doyle:
Seconded by Councillor Russell Milligan:

- A. That the previous decision of Council, as per Item No. 3 of the Governance and Transparency Committee, on 10 March 2022 and adopted at the Council Ordinary meeting of 24 March 2022, be repealed.**
- B. That Council enter into a lease (Council reference 5542) with CVS Lane Capital Partners Pty Ltd ACN 155 490 154 as trustee (the Lessor):**
- (i) at an annual rent of \$23,766.92 excluding GST payable by Council, from the commencement of the new lease; and**
 - (ii) for a term of three (3) years, with no options for extension.**

AFFIRMATIVE
Councillors:
Madsen
Milligan
Harding
Doyle
Kunzelmann

NEGATIVE
Councillors:
Nil

Jonic

The motion was put and carried.

10. INVOLVE PROJECT QUARTERLY STATUS UPDATE

This report provides a status update on the iVolve Program to the Governance and Transparency Committee from both the Program Director and Strategic Advisor regarding Stage 3 project controls and milestones.

The Project has progressed the following key outcomes and objectives during this reporting period:

- Completion of functional and non-functional requirements gathering workshops.
- Completion of the draft Application Solution Architecture and Integration Overview.
- Progression on the preparation of procurement documentation.
- Produced Assurance Gate Report.

It is noted that the ICT Branch have presented an Oracle Risk Report to ELT during this reporting period which highlights the risks and issues in the current Oracle solution and options for mitigating these risks.

These risks and the options are detailed in Attachment 2 – Strategic Advisor Report by Strategic Directors.

At the 12 May meeting, ELT endorsed recommendations regarding planned remediation activities, and resetting the iVolve schedule as a dependency of these activities, this work is currently in progress.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Councillor Marnie Doyle:

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

11. 2020-2021 ANNUAL FINANCIAL STATEMENTS FOR CONTROLLED ENTITIES

This is a report concerning the 2020-2021 Annual Financial Statements for the following controlled entities of Ipswich City Council (Council):

- Ipswich City Properties Pty Ltd;
- Ipswich City Enterprises Pty Ltd; and
- Ipswich City Enterprises Investments Pty Ltd.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Councillor Marnie Doyle:

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

12. REVISED ALCOHOL CONSUMPTION AND SALE IN PUBLIC PLACES POLICY

This is a report seeking Governance and Transparency Committee approval to repeal the existing “Alcohol Consumption and Sale in Public Places Policy” and adopt the revised “Alcohol Consumption and Sale in Public Places Policy”, managed by Community and Cultural Services Branch within the Community, Cultural and Economic Development Department.

**RECOMMENDATION

Moved by Councillor Marnie Doyle:

Seconded by Councillor Russell Milligan:

- A. That the policy titled, “Alcohol Consumption and Sale in Public Places Policy” (current) as detailed in Attachment 1 be repealed.
- B. That the Policy titled, “Alcohol Consumption and Sale in Public Places Policy” (revised) as detailed in Attachment 2 be adopted.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

NOTICES OF MOTION

Nil

MATTERS ARISING

Nil

PROCEDURAL MOTIONS AND FORMAL MATTERS

The meeting commenced at 10.14 am.

The meeting closed at 11.13 am.

**** Refer Council Ordinary Meeting of 30 June 2022 for amendment**

Doc ID No: A8106728

ITEM: 2

SUBJECT: PROCUREMENT: SUPPLY OF UNBOUND PAVEMENT MATERIAL FOR
MAINTENANCE OF COUNCIL'S UNSEALED ROADS

AUTHOR: CATEGORY SPECIALIST

DATE: 8 JUNE 2022

EXECUTIVE SUMMARY

This is a report concerning the supply of unbound pavement material for the maintenance of Council's unsealed roads. Resolution is sought to enter into a contractual arrangement with local quarry, CW & EJ Russell for the provision of unbound material for the maintenance of Council's unsealed roads.

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 quotes for the provision of Unbound Pavement Material for maintenance of Council's unsealed roads.
- B. That Council enter into a contractual arrangement with CW & EJ Russell for three (3) years for a value up to one million dollars GST exclusive (\$1,000,000).

RELATED PARTIES

- CW & EJ Russell; and
- Ipswich City Council

There were no conflicts of interest declared

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

The purpose of this report is to seek Council resolution under s235(b) for the engagement of CW & EJ Russell for the provision of unbound pavement material for the maintenance of Council's unsealed roads.

CW & EJ Russell are a local supplier based in Ipswich who has provided Council with a high-quality product at a good value for money for well over 20 years. The quality of the product has provided a Council with a significant saving in the maintenance of unsealed roads and kept the community safe.

Council has explored options to develop and test or trial other quarries based within and outside the Ipswich Council area however CW & EJ Russell continued to provided the preferred product. It is a risk to Council if we cannot secure materials from this supplier given the expansion of the upcoming Capital Program.

Council is seeking a resolution to engage directly with CW & EJ Russell as Council have been unable to secure tender responses via digital or other platforms. To date Council has engaged directly via Purchas Order via direct quotes with the business as project need identified. CW & EJ Russell are a small family business and Council is seeking this resolution in acknowledgement of the difficulty in meeting submission requirements. Council will be able to test value for money against pricing supplied by other unbound pavement material suppliers via the existing LocalBuy arrangement.

Supporting this recommendation will ensure we have a sound arrangement with a good local supplier and Council will continue to look to develop other potential suppliers.

LEGAL/POLICY BASIS

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

RISK MANAGEMENT IMPLICATIONS

The risk to Council if the recommendation within this report is not approved is the risk to Council's Gravel Resheeting Program, based on historical testing of similar products from local quarries, these seem to have increased wear, higher frequency of replacement, less plasticity content, corrugations and damage to community vehicles. By accepting the recommendation will allow continued maintenance of Council's unsealed roads as expected by the community.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	
(b) What human rights are affected?	The parties involved are all companies/corporations and the subject matter of the proposed engagement will not affect human rights and further consideration is unnecessary.

(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

Financial and resource implications have been considered in making the recommendation. Financial provisions and budget are ongoing for the maintenance of Council's unsealed roads and CW & EJ Russell continue to maintain pricing that is favourable to Council and the community.

COMMUNITY AND OTHER CONSULTATION

Consultation was undertaken with internal stakeholders who have an invested interest in the outcome of the recommendation. All parties consulted are in favour of the recommendation.

CONCLUSION

Due to the specialised nature and material sought, it would be impractical and disadvantageous to invite tenders for the provision of unbound pavement material for the maintenance of Council's unsealed roads as detailed in the Strategy and Tender Evaluation Plan (STEP).

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	CONFIDENTIAL 16880 Strategy and Tender Evaluation Plan (STEP)
----	--

David Niebling

CATEGORY SPECIALIST

I concur with the recommendations contained in this report.

Wayne Bichel

BUILDING CONSTRUCTION AND MAINTENANCE CATEGORY MANAGER

I concur with the recommendations contained in this report.

Richard White

MANAGER, PROCUREMENT

I concur with the recommendations contained in this report.

Sean Madigan

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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Doc ID No: A8125815

ITEM: 3

SUBJECT: PROCUREMENT: KIOCLOUD ANNUAL SUBSCRIPTION

AUTHOR: PROCUREMENT OFFICER (OPERATIONAL)

DATE: 21 JUNE 2022

EXECUTIVE SUMMARY

This is a report seeking a Council Resolution by Ipswich City Council (Council) to continue the engagement with Aquion Pty Ltd. It is proposed to extend the current contract by a further two (2) years on a 1+1 arrangement, for the continuation of the KioCloud Kiosk Management Software which enables the Council Libraries to manage public facing screens and create a secure environment that also protects the user's privacy.

Council engaged Aquion Pty Ltd as a reseller of KioCloud Licences after the ICT Branch initiated the project to move from the Kioware single licences to the KioCloud enterprise licencing model. This recommendation by the ICT Branch was adopted in order to not only consolidate licences but also reduce spend. The current contract with Aquion was processed by RFQ in 2020 and expires 13 August 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 quotes OR tenders for the provision of KioCloud annual subscription and support of the kiosk management software.**
- B. That Council enter into a contractual arrangement (Council file reference number 16407) with Aquion Pty Ltd, at an approximate purchase price of \$45,000.00 excluding GST over the entire term, being a term of one (1) year, with option for extension at the discretion of Council (as purchaser), of an additional one (1) year term.**

RELATED PARTIES

There was no declaration of conflicts of interest

IFUTURE THEME

Safe, Inclusive and Creative

PURPOSE OF REPORT/BACKGROUND

The purpose of this report is to make a recommendation to continue with the “KioCloud” Kiosk Management Software which enables Council’s Libraries to manage public facing screens and create a secure environment that also protects the user’s privacy.

From November 2017 to November 2020 the Library Customer Service (LCS) team were running Kioware on over 40 computers across our locations. At that time, the contract was at a value below \$15,000. The application proved so useful that the LCS team selected it repeatedly to address Council’s growing requirements. In the lead up to the opening of the Springfield Central Library, ICT Branch undertook a consolidation project to move Council requirements from KioWare Licences to an enterprise licencing model known as KioCloud.

In 2021 a concept brief was approved to move to an enterprise model which was deemed to be more beneficial to Council’s expanding needs, allowing the Digital Services team to remotely change settings across all of the Ipswich Libraries branches, a feature that was not available with the KioWare licence model. Aquion Pty Ltd was identified at that time as the only reseller for the Kioware/KioCloud product within the Australian market.

This solution has been tested and embedded within the service since 2017 and a move to a more efficient and effective enterprise licencing model was now required. A thorough investigation of alternatives was completed as part of the Concept Brief and Kioware/KioCloud was deemed the only product that satisfied all criteria.

The Concept Brief was requested by the Customer Experience Manager, and supported by the Manager, Libraries and Customer Services, and was conducted by the ICT Branch in 2021. Approval to proceed with Aquion Pty Ltd was given by the Customer Experience Manager in 2021.

This solution represents an invaluable tool to increase efficiency with a distributed workforce across a number of library and customer service branches including:

- Increased efficiency and effectiveness within the Digital Services team,
- Help and support from the vendor,
- Updates, maintenance and improvements,
- Simplified configuration and settings,
- Stable and reliable kiosk experiences for our customers in an increasing variety of settings.

LEGAL/POLICY BASIS

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

Local Government Act 2009

Local Government Regulation 2012

RISK MANAGEMENT IMPLICATIONS

The risk to Council if the recommendation within this report is not approved is that the Libraries would be without Kiosk Management Software and Council would need to look at

starting the process again by going market for an alternative even though this was only actioned last year via the ICT Branch Concept Brief.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	That Council agree to extend the current contract 16407 with Aquion Pty Ltd for a further one (1) year term, with one (1) x one (1) year extension option and approve the retrospective year 2021-2022 for the provision of the "KioCloud" Kiosk Management Software
(b) What human rights are affected?	No human rights are affected as it is a company. Continuation of Shape Your Ipswich will provide community with a channel to provide feedback to Council, and a platform to host the Community Panel, thus strengthening some of the human rights.
(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

There are no resourcing or budgeting implications. The operational costs associated with the proposed Contract have been allocated within the Libraries and Customer Services Branch operational budget.

COMMUNITY AND OTHER CONSULTATION

The Procurement Branch has consulted with the Community, Cultural and Economic Development Department and ICT Branch who support the recommendations of this report.

CONCLUSION

In order for Council to continue to provide this Kiosk Management Software for use by Library Branch Services, it is recommended Council resolve to extend the current contract 16407 with Aquion Pty Ltd to continue the use of the KioCloud Kiosk Management Software for a further one (1) year term, plus an additional one (1) year extension option for cover until 13 August 2024.

Nicky Weldon
PROCUREMENT OFFICER (OPERATIONAL)

I concur with the recommendations contained in this report.

Jacquie Whitham

ICT CATEGORY MANAGER

I concur with the recommendations contained in this report.

Richard White

MANAGER, PROCUREMENT

I concur with the recommendations contained in this report.

Samantha Chandler

MANAGER, LIBRARIES AND CUSTOMER SERVICES

I concur with the recommendations contained in this report.

Ben Pole

GENERAL MANAGER, COMMUNITY, CULTURAL AND ECONOMIC DEVELOPMENT

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Doc ID No: A8079987

ITEM: 4

SUBJECT: RENEWAL OF LEASE OVER 205 BRISBANE STREET, IPSWICH FROM MAEA INVESTMENTS PTY LTD

AUTHOR: PROPERTY SUPPORT OFFICER

DATE: 25 MAY 2022

EXECUTIVE SUMMARY

This is a report concerning the renewal of a lease over 205 Brisbane Street, Ipswich, described as Lot 10 on SP292794 between Ipswich City Council (**Council**) and MAEA Investments Pty Ltd (**MAEA**) for carparking purposes.

RECOMMENDATION/S

- A. That Council exercise its option to renew the leasehold interest in the land at 205 Brisbane Street, Ipswich, described as Lot 10 on SP292794, for carparking purposes.
- B. That Council enter a lease with MAEA Investments Pty Ltd ACN 619 800 789 (the Lessor), on the following terms:
 - (i) at an annual rent of \$31,214.90 excluding GST payable by Council, from the commencement date of the lease on 1 July 2022; and
 - (ii) for a further term of five (5) years, with no options for extension.

RELATED PARTIES

There was no declaration of conflicts of interest

IFUTURE THEME

A Trusted and Leading Organisation

PURPOSE OF REPORT/BACKGROUND

Council entered into a five (5) year lease with Norman Nest Egg Pty Ltd (formerly Tanda 8 Pty Ltd) on 1 July 2012 with a five (5) year option for the provision of public carparking in the Top of Town Precinct. The lease is due to expire on 30 June 2022.

Ipswich City Council provides more than 3,500 carparking spaces in the Ipswich city centre, both on and off-street. In addition, there are also a number of off-street carparks that are privately owned.

Whilst there are many free on and off-street car parks located in the Ipswich city centre, time restrictions and parking meters are also installed throughout the CBD. The aim is to make parking spaces more readily available for people who are shopping, conducting business or for dining/entertainment purposes.

A survey conducted by the Infrastructure and Environment Department historically shows that there is a high demand for off-street parking within the Ipswich CBD. However, parking data has indicated a decline in the parking being utilised in 2020, most likely linked to the COVID-19 Pandemic.

The car park leased by Council includes parking restrictions and meters to encourage high turnover of customers to the CBD. Without Council providing this service, the existing property owners may contract with a private organisation to undertake the car parking activities.

The iGO City of Ipswich Transport Plan outlines the policy focus of parking for the City of Ipswich to strategically manage carparking, and to support economic vitality, balance the parking needs of all users and promote sustainable transport use.

On the 17 July 2018 the property located at 205 Brisbane Street, Ipswich was transferred to MAEA. Council has indicated their interest to MAEA for a five (5) year lease. Subsequently, a draft lease was provided to Council for review and consideration.

The essential lease terms are as follows:

Lease Terms	Existing Terms	Amended Terms
Period:	5 years	5 years
Commencement Date:	01/07/2012	01/07/2022
Expiry Date:	30/06/2022	30/06/2027
Options:	1 x 5 years	Nil
Rent:	\$22,500.00 per annum (excl. GST) plus outgoings, per original 2012 lease Total payments for rent and outgoings in 2021-22 were \$31,436.90.	\$31,214.90 per annum (excl. GST) plus outgoings
Review Date(s):	Annual CPI Reviews on each anniversary of the date of commencement	Fixed Review (2.5% increase) on each anniversary of the date of commencement
Permitted Use:	Primarily as a public or private area for the parking, driving or riding of vehicles and	Primarily as a public or private area for the parking, driving or riding of vehicles and

	secondarily for other local government purposes	secondarily for other local government purposes
Maintenance Responsibilities:	Council is responsible for; <ul style="list-style-type: none"> keeping the premises in good repair other than fair wear and tear 	Council is responsible for; <ul style="list-style-type: none"> keeping the premises in good repair other than fair wear and tear

LEGAL/POLICY BASIS

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

Land Title Act 1994

Local Government Act 2009

Local Government Regulation 2012

RISK MANAGEMENT IMPLICATIONS

The risk implications for the community and local businesses if Council do not enter a lease, over the premises located at 205 Brisbane Street, Ipswich, may result in a deficiency of carparking services within the CBD precinct.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The Recommendations resolve for Council to enter into a new lease from MAEA Investments Pty Ltd for a five (5) year term for the provision of a public carpark.
(b) What human rights are affected?	Human Rights are not affected by this decision. This is because MAEA Investments Pty Ltd is a company and only individuals have human rights. End of assessment.
(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

Budget implications include rent and outgoings, maintaining the carpark in good repair and make good at the end of the tenancy.

COMMUNITY AND OTHER CONSULTATION

Council initiated discussions with MAEA Investments Pty Ltd for the renewal of the existing lease for the public carpark. A further term of five (5) years was proposed, on similar conditions as the existing lease. Negotiations occurred with agreement from MAEA for an annual fixed increase of 2.5%, down from 4% which was initially offered.




Internal consultation was completed with Infrastructure and Environment:

- Infrastructure and Environment confirmed their interest in renewing tenure over the carpark for a further term of five (5) years.

CONCLUSION

It is recommended that Council support the lease renewal with MAEA Investments Pty Ltd for a term of five (5) years. The lease will clearly outline maintenance responsibilities between MAEA and Council and will reflect the requirements of the *Local Government Act 2009*, *Local government Regulation 2012*, and the *Land Titles Act 1994*.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Draft Lease Agreement ↓ 
2.	Property Plan ↓ 
3.	Survey Plan SP292794 ↓ 
4.	CONFIDENTIAL Title Search

Michelle McNamara
PROPERTY SUPPORT OFFICER

I concur with the recommendations contained in this report.

Kerry Perrett
ACTING PROPERTY SERVICES MANAGER

I concur with the recommendations contained in this report.

Anthony Dunleavy
MANAGER, LEGAL AND GOVERNANCE (GENERAL COUNSEL)

I concur with the recommendations contained in this report.

Jeffrey Keech
ACTING GENERAL MANAGER (CORPORATE SERVICES)

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Item 4 / Attachment 1.

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

LEASE / SUBLEASE

FORM 7 Version 6
Page 1 of 31



Dealing Number

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Privacy Statement

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1. Lessor MAEA INVESTMENTS PTY LTD A.C.N 619 800 789 AS TRUSTEE UNDER INSTRUMENT 718873739	Lodger (Name, address, email & phone number) CREEVEY RUSSELL LAWYERS, Solicitors PO Box 833 Toowoomba QLD 4350 E-mail: tnorman@crlawyers.com.au Tel: (07) 4617 8777 Ref: TN:220613	Lodger Code
---	--	--------------------

2. Lot on Plan Description Lot 10 on SP 292794	Title Reference 51126734
--	------------------------------------

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		IPSWICH CITY COUNCIL	

4. Interest being leased
Fee Simple

5. Description of premises being leased
LEASE IN LOT 10 ON SP 292794 AND HATCHED IN BLACK ON THE ATTACHED PLAN

6. Term of lease Commencement date/event: 01/07/2022 Expiry date: 30/06/2027 and/or Event: #Options: 1 x 5 years # insert <i>nil</i> if no option or insert option period (e.g. 3 years or 2 x 3 years)	7. Rental/Consideration AS PER ATTACHED SCHEDULE
--	---

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

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

signature
full name
qualification.....

Witnessing Officer

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

Execution Date

..... director
..... director/secretary
MAEA INVESTMENTS PTY LTD A.C.N 619800789
As trustee under instrument 718873739

Lessor's Signature

9. Acceptance

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

signature
full name
qualification.....

Witnessing Officer

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

Execution Date

..... Mayor / Authorised Councillor / Chief Executive Officer
Delegated officer for Ipswich City Council

Lessee's Signature

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 51126734

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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 51126734

This is the Schedule referred to in the FORM 7 LEASE dated the day of 2022

1. REFERENCE DATA

ITEM 1 PARTIES

Landlord: MAEA INVESTMENTS PTY LTD A.C.N. 619 800 789 AS TRUSTEE
FOR THE MAEA INVESTMENT TRUST

Address for Notices: PO Box 210 Toowoomba Qld 4350

Tenant: Ipswich City Council

Address for Notices: PO Box 191 Ipswich Qld 4305

ITEM 2 TERM

Date of Commencement: 1 July 2022

Expiration Date: 30 June 2027

ITEM 3 LEASED PREMISES

Address of Premises: 205 Brisbane Street Ipswich Qld 4305

ITEM 4 RENT

- (a) Commencement date of rental payment:
- (b) Rent:
- (i) Rent: \$31,214.90 per annum (excluding GST)
- (ii) Monthly Rent: \$2,601.24 per month (excluding GST)
- (c) Rent due date: the first day of each Month
- (d) Interest on arrears: at the Stipulated Rate as defined in clause 2.1(v)

ITEM 5 MARKET REVIEW DATE/S:

1 July 2027.

ITEM 6 USE OF PREMISES:

Primarily as a public or private area for the parking, driving or riding of vehicles and secondarily for other local government purposes, provided that the Tenant obtains the Landlord's consent (which will not be unreasonably withheld) to the secondary local government purposes if their conduct would not interfere with the Landlord's rights under clause 21 and that the Tenant notifies the Landlord of the secondary local government purposes for which the Premises are used in any case when consent is not required

ITEM 7 INSURANCE REQUIREMENTS:

As set out in clause 9.2

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

SCHEDULE

Form 20 Version 2
Page 4 of 31

Title Reference 51126734

ITEM 8 RIGHT OF RENEWAL:

Term: 1 x 5 years

Date must be exercised in writing: Not less than three months prior to the Expiration
Date of the current Term

Commencement Date of Renewal Term: 1 July 2027

ITEM 9 MARKET REVIEW DATES FOR RENEWAL TERM:

Not applicable.

ITEM 10 AMOUNT OF BOND:

Nil

ITEM 11 GUARANTORS:

Not applicable

Each reference in this Lease to any of the titles contained in this Part is to be construed to incorporate the data stated and the terms provided under that title.

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 51126734

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Unless otherwise provided or unless there is something inconsistent in the subject matter the expressions following (whether appearing with or without capital letters) have the meanings assigned to them in this clause:

- (a) **the Date of Commencement** means the date referred to in Item 2 of the Reference Data as the Date of Commencement.
- (b) **Form 7** means the lease in Form 7 to the Land Title Act 1994 to which this Schedule is attached.
- (c) **GST** means the same as in the GST Law, and any applicable additional tax, penalty tax, fine, interest or other charge.
- (d) **GST Law** means the same as "GST Law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (e) **the Guarantor** means the guarantor or collectively the guarantors referred to in Item 11 of the Reference Data and also any person who enters into covenants with the Landlord as a guarantor under clause 22. If the Guarantor is one person the expression includes that person, his executors, and administrators. If the Guarantor is more than one person, the guarantor includes those persons and their respective executors and administrators jointly and severally. If the guarantor is a corporation, the guarantor includes that corporation and its successors or, if more than one corporation, the guarantor includes those corporations and their respective successors.
- (f) **Index Number** means the Consumer Price Index (All Groups) for the city of Brisbane as published by the Australian Bureau of Statistics. If that index is suspended, discontinued, or modified so that it does not reflect on a consistent basis changes which have occurred in the cost of living in the city of Brisbane during any Lease Year, the expression will mean an index which in the opinion of the Australian Statistician (whether published or advised at the request of either party) does reflect on a consistent basis changes which have occurred in the cost of living in the City of Brisbane during any Lease Year. If the Australian Statistician has not published and will not advise an appropriate index, the expression will mean an index or method of measuring increases in the cost of living agreed in writing by the parties and in default of agreement within a period of 14 days, an index or method determined at the request of either party by the President or Acting President of the Australian Property Institute (Qld Division) or their nominee.
- (g) **Insured Risks** means the risks against which the Landlord is required by this Lease to effect insurance and any additional risks against which the Landlord effects insurance relating to the Building.
- (h) **the Land** means the land described in Item 3 of the Form 7.
- (i) **the Landlord** means the lessor referred to in Item 1 of the Form 7 its successors and assigns and unless inconsistent with the subject matter or context includes all persons for the time being authorised by the Landlord.
- (j) **this Lease** means this lease including the Form 7 together with any annexures and schedules and any covenant or agreement expressed to be supplemental to this Lease and all amendments to those documents.
- (k) **Lease Year** means each separate year of the term of this Lease the first Lease Year commencing on the Date of Commencement and each subsequent Lease Year commencing on the corresponding day of each succeeding year; the expression includes any broken period between the end of the last complete Lease

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Year and the date of termination.

- (l) **Market Review Dates** are the dates specified in Item 5 of the Reference Data.
- (m) **Month** means a calendar month.
- (n) **the Outgoings** means Rates, charges, and other levies (including any benefited mall area levy) payable to the local authority in whose area the Premises are located.
- (o) **Parking Infrastructure** means:
 - (1) Equipment and machinery related to the collection of parking charges (for example, pay stations, parking meters, ticket machines and card readers); and
 - (2) signage, paintwork and physical elements defining the location of parking spaces and roadways; and
 - (3) signage paintwork or physical elements marking any boundary of the Premises; and
 - (4) parking control signs (as defined by the *Transport Operations (Road Use Management – Road Rules) Regulation 2009*; and
 - (5) traffic control devices (as defined by the *Transport Operations (Road Use Management – Road Rules) Regulation 2009*; and
 - (6) signs connected with the Permitted Use; and
 - (7) signs for local government purposes; and
 - (8) infrastructure and equipment related to any of the above (for example electricity and communications cables and infrastructure).
- (p) **Pipes** means all pipes, sewers, drains, mains, conduits, ducts, gutters, water courses, wires, cables, channels, flues, and all other conducting media and including any fixings, louvres, cowls, and any ancillary apparatus.
- (q) **the Premises** means that area described in Item 5 of the Form 7 Lease and more particularly on the attached lease plan.
- (r) **the Reference Data** means the data set out in Part 1 of this Schedule.
- (s) **Related Body Corporate** has the same meaning as given under Section 9 of the *Corporations Act 2001*.
- (t) **Related Party** means a Related Body Corporate or in relation to a person, a person who would be a related party of the first mentioned person if the first mentioned person were a public company for the purposes of Section 228 of the *Corporations Act 2001*.
- (u) **Rent** has the meaning given to that expression in clause 3.2.
- (v) **the Stipulated Rate** means a percentage interest rate per annum equal to the prime lending rate charged by the Landlord's bank plus 5 per centum.
- (w) **the Tenant** means the lessee referred to in Item 3 of the Form 7 and if this Lease is taken by one person, the tenant includes that person his executors, administrators, and permitted assigns. If this Lease is taken

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by more persons than one, the tenant includes those persons and each of their respective executors, administrators, and permitted assigns jointly and severally. If a corporation is a Tenant, the tenant includes that corporation, its successors, and permitted assigns.

- (x) **the Tenant's Proportion** means 30%.
- (y) **Valuers' Institute** means the Australian Property Institute (Queensland Division).
- (z) **writing** includes printing, typing, lithography, and other modes of reproducing words in a visible form and **written** has a corresponding meaning.

2.2 Interpretation

- (a) Every covenant agreement or obligation expressed or implied in this Lease by which two or more persons covenant, agree, or are bound, binds those persons jointly and each of them severally. Every provision expressed or implied in this Lease which applies to two or more persons applies to those persons jointly and each of them severally.
- (b) References to the Valuers' Institute and any other authorities, associations, and bodies whether statutory or otherwise will, if any of those authorities, associations, or bodies ceases to exist, or is reconstituted, renamed, or replaced or if its powers or functions are transferred to any other authority, association, or body be deemed to refer to the authority, association, or body established or constituted in its place and/or as nearly as may be succeeding to its powers or functions.
- (c) References to any right of the Landlord to have access to the Premises extend to all persons authorised by the Landlord including agents, professional advisers, contractors, workmen and others.
- (d) References to the Premises, in the absence of any provision to the contrary, include any part of the Premises.
- (e) Any covenant by the Tenant not to do any act or thing is deemed to include an obligation not to permit that act or thing to be done, and to use its best endeavours to prevent that act or thing being done by a third party.
- (f) Any provision in this Lease requiring the consent or approval of the Landlord also requires the consent or approval of any mortgagee of the Premises and any superior landlord where that consent is required. This Lease does not restrict the right of any mortgagee or superior landlord to refuse any consent or approval.
- (g) References to the **Consent of the Landlord** or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and references to **Approved** and **Authorised** or words to similar effect mean approved or authorised in writing by or on behalf of the Landlord.
- (h) The terms **the Parties** or **Party** mean the Landlord and/or the Tenant but except where there is an express indication to the contrary, exclude the Guarantor.
- (i) Words in the singular include the plural and vice versa. A reference to any gender includes every other gender. Words denoting individuals include corporations.
- (j) A reference in this Lease to an Act of Parliament or any section of an Act are to be read as though the words **or any statutory modification or re-enactment of it or any statutory provision substituted for it** were added to the reference. Any general reference to **Statute** or **Statutes** includes any regulations or orders made under the Statute or Statutes.
- (k) Every obligation or covenant (whether positive or negative) undertaken by any Party (including the

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Guarantor) will, despite the wording, be deemed to be and will be construed as if each obligation or covenant is a separate and independent covenant made by the Party undertaking the obligation and continuing (unless the context otherwise requires) throughout the term of this Lease and subsequently so long as it remains to be performed.

- (l) References in this Lease to any clause, subclause, paragraph, or Schedule without further designation will be construed as a reference to the clause, subclause, paragraph, or Schedule of this Lease so numbered.
- (m) The headings or marginal notes in this Lease are included for convenience only and do not affect the construction of this Lease.

3. RENT

3.1 Payment of Rent

The Tenant will pay to the Landlord (including by way of periodic bank transfer if the Landlord so requires) in each Lease Year the Rent without any formal or other demand by equal monthly instalments in advance on the first day of each month. In the case of any broken period of less than one month by an instalment on the first day of the broken period of an amount ascertained by multiplying the number of days in that broken period by the Rent for the Lease Year of which it forms part and dividing the result by 365.

3.2 Rental Reviews

(a) Rent and Annual Reviews

The expression **Rent** means an annual sum calculated as follows:

- (1) for the first (1st) Lease Year:
the sum specified in Item 4(b)(i) of the Reference Data;
- (2) for the second (2nd) and each subsequent Lease Year:
subject to clause 3.2(b) the higher of:
 - (A) that amount derived annually by multiplying the Rent for the Lease Year last concluded by a fraction obtained by dividing the Index Number for the last quarter immediately preceding the first day of the Lease Year under review by the Index Number for the last quarter immediately preceding the first day of the Lease Year last concluded; and
 - (B) the Rent reserved and payable during the Lease Year last concluded.

(b) Reviews to Market

The Rent will be further reviewed so that the Rent for the Lease Years commencing on the Market Review Dates will be the greater of:

- (1) the Rent reserved and payable during the Lease Year last concluded; and
 - (2) the market rent for that Lease Year calculated in accordance with clause 3.3,
- and the Rent so determined will be reviewed annually in accordance with clause 3.2(a).

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3.3 Market Rent Reviews

- (a) The Landlord may at any time prior to the date which is 12 months after each date stated in Item 5 of the Reference Data (**the Market Review Date**) give written notice to the Tenant of the amount of rent the Landlord believes is the market rent for the Premises as at that Market Review Date.
- (b) If the Landlord does not give written notice in accordance with clause 3.3(a) in respect of a Market Review Date the rent payable for the Lease Year commencing from that Market Review Date will be the same rent as was payable in the preceding Lease Year.
- (c) If the Landlord gives written notice in accordance with clause 3.3(a), the Tenant may give written notice to the Landlord within 21 days of receipt of the Landlord's notice disputing the Landlord's assessment of the market rent.
- (d) If the Tenant does not give notice in accordance with clause 3.3(a) the amount set out in the Landlord's notice will be the Rent payable from the Market Review Date.
- (e) If the Tenant gives notice in accordance with clause 3.3(c) the market rent will be determined as follows:
 - (1) the market rent will be determined by a person (**the Arbitrator**) who has been a member of the Valuers' Institute for at least five years nominated by the President for the time being of the Valuers' Institute on the application of the Landlord or Tenant;
 - (2) the Arbitrator will act as an arbitrator in accordance with the *Commercial Arbitration Act 1990*; and
 - (3) the Arbitrator will determine the market rent of the Premises assuming:
 - (A) a term equivalent to the original term of this Lease;
 - (B) that the Tenant has complied with all obligations of repair and decoration imposed by this Lease;
 - (C) that the covenants of the lease are the same as the covenants of this Lease other than for quantum of rent and any other differences required by these assumptions; and
 - (D) that any improvements made to the Premises by the Tenant have not been made.

3.4 Obligation to Pay Pending Determination

Pending determination of the Rent for any Lease Year, rent will be paid at the rate payable during the Lease Year last concluded and will be adjusted retrospectively to the beginning of the Lease Year under review.

3.5 Net Lease

This Lease is a net lease and the Tenant's obligation to pay all Rent and the rights of the Landlord to the Rent are absolute and unconditional and are not subject to any abatement, reduction, set-off, defence, counterclaim, or recoupment. Except as may otherwise be expressly provided in this Lease and despite any law to the contrary, this Lease will not terminate and the respective obligations of the Landlord or the Tenant will not otherwise be affected, by reason of:

- (a) the invalidity or unenforceability or lack of due authorisation or other defect of this Lease;
- (b) the lack of any right, power, or authority of the Tenant to enter into this Lease or any prohibition or interruption of or other restriction against the Tenant's use, operation, or possession of the Premises for

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any reason;

- (c) the interference with the use, operation, or possession by any person or entity;
- (d) any other indebtedness or liability whenever arising of the Landlord or the Tenant to any other person, firm, or corporation or to any governmental authority;
- (e) any insolvency, bankruptcy, or similar proceedings by or against the Landlord or the Tenant; or
- (f) any other cause.

The Rent will continue to be payable in all events and in the manner and at the times provided in this Lease unless the obligation to pay it is terminated under the express provisions of this Lease.

3.6 GST

(a) **Goods and Services Tax**

- (1) A recipient of a taxable supply made under this Lease must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply.
- (2) The recipient must pay the GST to the supplier:
 - (A) if there is a due date for the consideration for the taxable supply, on the same day as the due date for the consideration in respect of the relevant taxable supply; or
 - (B) if there is no due date, within seven days of receiving a written request or a tax invoice from the supplier.
- (3) A party's obligation to reimburse another party for an amount paid or payable to a third party (eg a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party.
- (4) Each party making a taxable supply under this Lease must issue a tax invoice to the other party for each taxable supply at or before the time it makes the taxable supply.
- (5) Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply under this Lease.
- (6) If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.
- (7) If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
- (8) A party may recover payment under an indemnity before it makes the payment in respect of which the indemnity is given.

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4. OUTGOINGS

4.1 Outgoings

The Tenant will pay the Tenant's Proportion of the Outgoings immediately upon request of the Landlord. Any Outgoings assessed at intervals or for periods that do not fall wholly within the term of this Lease will be apportioned as necessary.

4.2 Light and Power

The Tenant will not use any form of light, power, or heat other than electric current or gas supplied through meters. This covenant does not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions.

4.3 Electricity, Gas, and Water

The Tenant will pay all assessments for electricity, gas, and water relating to the Premises by their due dates for payment.

4.4 Future Taxes on Premises

The Tenant will pay and discharge without exception all rates, taxes (including land tax), charges, assessments, outgoings, and impositions (whether parliamentary municipal or otherwise and whether assessed, charged, or imposed by or under Federal or State law or by Federal State or Local Authorities and whether on a capital or revenue basis or any other basis and even though of a novel character) which may at any time during the term of this Lease be assessed, charged, or imposed upon or in respect of the Premises or the use and occupation of the Premises and whether assessed against the Landlord or directly against the Tenant will be paid to the relevant assessing Authority not later than the due date for the payment and if assessed against the Landlord will be paid by the Tenant to the Landlord upon demand.

4.5 Cleansing Dues

If the relevant Local or other Authority provides any cleansing or refuse service for the Premises (whether at the request of the Tenant or by direction of any officer of that Authority), the Tenant will pay the cost of the service to the relevant assessing Authority on or before the due date if assessed directly against the Tenant but otherwise to the Landlord within seven days of being billed by the Landlord.

5. USE

5.1 Use of the Premises

The Tenant will not use or permit the Premises to be used for any purpose other than the purpose specified in Item 6 of the Reference Data. The Tenant acknowledges that:

- (a) it is the responsibility of the Tenant to obtain the consent of any planning or other authority which may be required for the Tenant to carry on its business on the Premises and the failure of the Tenant to obtain that consent does not relieve the Tenant of its obligation to pay Rent and otherwise to perform its obligations under this Lease;
- (b) no promise, representation, warranty, or undertaking has been given by or on behalf of the Landlord in respect to the suitability or adequacy of the Premises for any use or business or to the fixtures, fittings, furnishings, finish, plant machinery, and equipment of or in the Premises; and

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- (c) any warranties as to the suitability, fitness, and adequacy of the Premises implied by law are negated.

5.2 Compliance with Statutes, Regulations, etc.

- (a) The Tenant will duly and punctually comply with and observe all Statutes and all orders, ordinances, regulations, and by-laws relating to the Premises or to the Tenant's use or occupation of the Premises and all requirements and orders lawfully given or made by any public body or authority relating to the Premises within the time required by the notice or order.
- (b) The Tenant will not do or omit to do any act or thing whereby the Landlord may become liable to pay any penalty imposed or to bear the whole or any part of any expenses incurred under any statute, ordinance, regulation, by-law, order, requirement, or notice.
- (c) The Tenant is not required by this clause to make any structural improvements or structural alterations unless they are required or made necessary by reason of any neglect or default by the Tenant or any person claiming under the Tenant or by reason of the business carried on in the Premises or the number or sex of the employees or persons at the Premises.

5.3 Annoying or Injurious Conduct

The Tenant will not:

- (a) carry on in any part of the Premises any annoying, noxious, offensive, or illegal business, occupation, or practice; and
- (b) do any act or thing or use any plant or machinery which through noise, odours, vibrations, or otherwise may be or grow to the annoyance, nuisance, grievance, damage, or disturbance of the Landlord or of the occupiers of neighbouring premises.

5.4 Use of Appurtenances

The Tenant will not use the water closets, drains, and other water apparatus and other appurtenances in the Premises for any purposes other than those for which they were constructed and will not place in them any sweepings, rubbish, rags, ashes, or other deleterious substances.

5.5 Drains and Waste

All blockages which may occur in any Pipes originating within the Premises will be cleared by licensed tradesmen employed by the Tenant.

5.6 Interference with Services

Except as otherwise provided in this Lease the Tenant will not interfere with any appurtenances, Pipes, water supply, gas, electrical, plumbing, or other services contained in or about the Premises without first obtaining the consent in writing of the Landlord.

5.7 Erection of Signs

Subject to clause 7.6 the Tenant will not cause any advertising or other sign or advertisement or hoarding to be painted or erected or otherwise placed on the Premises without the consent of the Landlord. The Landlord's consent will not be withheld unreasonably to the using or exhibiting of any advertisement or sign customary to the Tenant's class of business if the advertisement or sign strictly complies with the by-laws of the local or other authorities.

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5.8 Rodents and Vermin

The Tenant will at its own cost and expense keep the Premises free and clear of rodents, termites, cockroaches, and other vermin.

5.9 Infectious Diseases

If any infectious disease happens upon the Premises which may require notification by virtue of any statute, regulation, or ordinance, the Tenant will:

- (a) give all the necessary notices and any other information which may be required to the proper authorities;
- (b) give a copy of the notification to the Landlord; and
- (c) at its own expense thoroughly fumigate and disinfect the Premises.

5.10 Inflammable Substances

The Tenant will not use any chemical, burning fluids, oil, acetylene, or alcohol in lighting the Premises or, except in the ordinary course of the Tenant's business, for any business or other purpose.

5.11 Not to Make Voidable Insurance Policies

The Tenant will not knowingly do or permit anything to be done on the Premises or bring or keep anything in the Premises that may in any way make void or voidable any policy or policies of insurance applicable to the Premises or conflict with any laws or regulations or with any insurance policy applicable to the Premises or whereby the amount of premium payable in respect of any insurance policy may be liable to be increased. Without prejudice to the rights of the Landlord to determine this Lease, the Tenant will pay to the Landlord on demand any increase of premium which may be occasioned by a breach of this clause.

5.12 To Observe Fire Laws

The Tenant will at all times in its use of the Premises comply with the requirements of the Insurance Council of Australia and the Queensland Fire and Emergency Service and the laws and regulations for the time being in force relating to fires and the provisions of every relevant Statute, regulation, and ordinance.

5.13 Auction Sales

The Tenant will not in any circumstances hold or permit to be held any auction sale in or about the Premises.

5.14 Overloading of Electricity

The Tenant will not without the written consent of the Landlord install any electrical equipment on the Premises that overloads the cables, switchboards, or sub-boards through which electricity is conveyed to the Premises. If the Landlord grants that consent any alterations which may be necessary to comply with the requirements of the or any Statutes, regulations, ordinances, or by-laws will be effected by the Landlord at the expense of the Tenant and the entire cost of the alterations will be paid by the Tenant to the Landlord upon demand. The Landlord may require the Tenant to deposit with the Landlord the estimated cost of the alterations before they are commenced.

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6. TENANT REQUIRED TO ENFORCE PARKING RULES AND REGULATIONS

6.1 Tenant warrants enforce parking rules and regulations

The Tenant warrants that it will enforce its parking regulations with respect to the Premises within relevant legal constraints and the Tenant's general budgetary and policy constraints, as part of the Tenant's general regulation of on-street parking, from time to time. To remove any doubt, the Tenant's statutory functions, powers and discretions cannot be and are not limited by this Lease.

6.2 Landlord may terminate if Tenant fails to enforce

If in the Landlord's reasonable view the Tenant consistently or persistently fails to require persons parking on the Premises to pay for their parking, then the Landlord may by notice in writing delivered to the Tenant terminate this Lease.

7. MAINTENANCE AND REPAIR

7.1 Notice of Damage

The Tenant will advise the Landlord promptly in writing of any damage sustained to the Premises or the defective operation of any of the appurtenances in the Premises.

7.2 Maintenance of Premises

The Tenant will repair the Premises and keep them in good repair except damage caused by:

- (a) fair wear and tear; or
- (b) an Insured Risk other than where the insurance money is irrecoverable because of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's consent.

Where the policy of insurance for the Insured Risks requires payment of excess or deductible by the Landlord, the Tenant will pay the excess or deductible to the Landlord on demand.

7.3 Inspection by Landlord

The Tenant will permit the Landlord at all reasonable times to enter upon and view the condition of the Premises and immediately upon notice being given to the Tenant by the Landlord will execute all repairs and work agreed to be done by the Tenant.

7.4 Landlord's Right to Repair

If the Tenant at any time makes default in the performance or observance of any express or implied covenants in this Lease relating to the repair of the Premises, the Landlord may (but without prejudice to the Landlord's right of re-entry) enter upon the Premises and repair them at the expense of the Tenant. The Landlord may act under this clause only if the Landlord has given the Tenant notice of the default, and a period of at least one month from the giving of the notice has expired and the Tenant has not remedied the default specified in the notice.

7.5 Cleaning

The Tenant will:

- (a) keep the Premises in a thorough state of cleanliness; and

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- (b) not allow any accumulation of useless property or rubbish.

7.6 Parking Infrastructure and Works

The Tenant may:

- (a) install, paint or otherwise place Parking Infrastructure on the Premises;
- (b) remove any Parking Infrastructure from the Premises; and
- (c) change any Parking Infrastructure installed, painted or otherwise placed on the Premises.

7.7 Works

The Tenant must not do or allow any Works without the Landlord's consent except in:

- (a) doing something permitted by clause 7.6; or
- (b) undertaking any Works that are road works as defined by the *Transport Infrastructure Act 1994*.

7.8 Tenant must obtain consent

Except as provided by clause 7.7:

- (a) the Tenant must not do or allow any Works on the Premises without the Landlord's consent; and
- (b) if asked to consent the Landlord must not unreasonably withhold or delay giving the consent.

7.9 Tenant's Works

If the Tenant does or allows any Works (whether or not the Landlord has consented to them):

- (a) the Tenant must pay for the Works and all other works or services necessitated as a result; and
- (b) the Tenant must get all approvals required under any laws before the Works are started and must comply with those approvals; and
- (c) the Tenant indemnifies the Landlord against any damage arising from or in relation to the Works.

8. ALTERATIONS

8.1 Tenant's Fixtures

If the Tenant has paid all Rent and observed and performed all the covenants, agreements, and provisions contained in this Lease for which the Tenant is responsible, any fixtures and things which with the consent of the Landlord have been installed by the Tenant on the Premises may at the expiration of the term of this Lease be taken down and removed from the Premises for the Tenant's own benefit but always only upon the condition that the removal can be carried out without danger to the stability of the structure of the Premises. The Tenant will make good to the satisfaction of the Landlord or the architect of the Landlord any damage done or unsightliness occasioned to the Premises by or as a result of the installation or removal of any of these fixtures and things. Any fixtures and things not removed by the Tenant and all other goods of the Tenant left on the Premises will be deemed abandoned by the Tenant and become the property of the Landlord. The Landlord may in its discretion sell or otherwise dispose of abandoned fixtures, things, and goods in any manner the Landlord thinks fit.

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9. INDEMNITY, RISK, INSURANCE, LIABILITY

9.1 Indemnities

The Tenant indemnifies the Landlord against all actions, claims, demands, losses, damages, costs, and expenses which the Landlord may sustain or incur or for which the Landlord may become liable whether during or after the term of this Lease in respect of or arising from:

- (a) loss, damage, or injury from any cause to property or person occasioned or contributed to by the neglect or default of the Tenant or any servant, agent, licensee, invitee, subtenant, or other person claiming through or under the Tenant to observe or perform any of the covenants, conditions, regulations, and restrictions on the part of the Tenant in this Lease whether positive or negative, expressed or implied;
- (b) the negligent use, misuse, waste, or abuse by the Tenant or any servant, agent, licensee, invitee, subtenant, or other person claiming through or under the Tenant of any water, gas, or electricity, or other services to the Premises;
- (c) the overflow, leakage, or escape of water, fire, gas, electricity, or any other harmful agent in or from the Premises caused or contributed to by any act or omission on the part of the Tenant, its servants, agents, licensees, invitees, subtenants, or other persons claiming through or under the Tenant;
- (d) the failure of the Tenant to notify the Landlord of any defect in the Fire Equipment, or other appurtenances in the Premises of which the Tenant is aware or ought to be aware;
- (e) loss, damage, or injury from any cause to property or person caused or contributed to by the use of the Premises by the Tenant, or any servant, agent, licensee, invitee, or subtenant, and arising out of the neglect or default of the Tenant or any servant, agent, licensee, invitee, or subtenant;
- (f) the improper or faulty erection or construction of facilities, trade fixtures, or equipment installed on or in the Premises by the Tenant; and
- (g) any personal injury sustained by any person in or about the Premises however caused other than by the wilful or negligent act of the Landlord, its servants, or agents.
- (h) The indemnities in this clause do not apply to an action, claim, demand, loss, damage, cost or expense to the extent that it arises from the wilful or negligent act or omission of the Landlord or its servants or agents.

9.2 Insurances

- (a) The Tenant will during the term of this Lease at its sole cost and expense obtain and keep in full effect in the name of the Tenant with the interests of the Landlord and any mortgagee of the Premises noted a Public Risk Liability insurance with respect to the occupancy by the Tenant of the Premises. The policy will be written on a comprehensive basis with limits of not less than \$20,000,000 per occurrence or any higher limits the Landlord or its mortgagee reasonably requires from time to time.
- (b) If the Landlord reasonably requests the Tenant to do so, the Tenant will promptly give the Landlord a certificate of currency of insurance for the policy required under this clause 9.2.
- (c) If the Tenant fails to take out or to keep in force any insurance required by this clause, or if the insurance is not reasonably approved by either the Landlord or its mortgagee, the Landlord may effect the insurance at the sole cost of the Tenant and all outlays by the Landlord will be payable by the Tenant to the Landlord as additional rent on demand without prejudice to any other rights and remedies of the Landlord under this Lease.

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9.3 Assumption of Risk by Tenant

The Tenant agrees to occupy and use the Premises at the risk of the Tenant. The Landlord will not in any circumstances be liable to the Tenant for any damage to the plant, equipment, fixtures, fittings, merchandise, stock-in-trade, or any other property of any description in the possession of the Tenant and contained in or about the Premises occasioned by:

- (a) water, heat, fire, electricity, vermin, explosion, tempest, riot, civil commotion, bursting pipes, or by the entry of water from any source; or
- (b) any other cause.

The Landlord will not be liable for any loss of profits resulting from the damage even if the damage occurs by reason of:

- (c) any defect in the construction of the Premises or of any of the appurtenances in the Premises; or
- (d) any act or omission by any contractor of the Landlord or any other tenant of the Premises and their respective employees or any member of the public.

9.4 Interruption of Services

Despite any implication or rule of law to the contrary, the Landlord will not in any circumstances be liable to the Tenant for any loss or damage suffered by the Tenant for any malfunction, failure to function, or interruption of or to the water, gas, or electricity services, or any of the appurtenances contained in the Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes, or storm water drains from any cause other than the wilful or negligent act or omission of the Landlord, its servants or agents.

10. ASSIGNMENT

10.1 Covenant Against Assignment, Subletting and Franchising

The Tenant will not:

- (a) mortgage or otherwise charge the Tenant's interest in this Lease; or
- (b) assign, underlet, grant any license over or part with the possession of the Premises (other than a licence granted in the ordinary course of the Permitted Use); or
- (c) share with any person the occupancy of the Premises,

without first obtaining the written consent of the Landlord. The consent will not be unreasonably withheld, in the case of the proposed assignment or subletting of the whole of the Premises, to a respectable and financially responsible assignee or subtenant. As a condition precedent to the Landlord's consent to any assignment or subletting and prior to the execution of any consent, the Landlord may require the assignee or subtenant:

- (d) to enter into a covenant with the Landlord that the assignee or subtenant will observe, perform, fulfil, and keep all covenants, conditions, and restrictions contained in this Lease and on the part of the Tenant to be observed, performed, fulfilled, and kept; and
- (e) to execute and deliver to the Landlord a power of attorney in favour of the Landlord in the same terms with necessary alterations as those contained in clause 18 of this Lease,

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the covenant and Power of Attorney to be prepared by the Landlord's solicitors at the cost and expense of the Tenant. The Tenant will pay all other costs and expenses of the Landlord arising out of or in relation to the assignment or subletting. If the intended assignee is a limited liability company then upon the Landlord's demand at least two (or more if the Landlord so requires) of its directors or shareholders of satisfactory standing will join in the deed as sureties for the company in order jointly and severally to covenant with the Landlord as sureties that:

- (f) the company will pay the Rent and perform and observe the covenants by the Tenant and conditions contained in this Lease;
- (g) that they indemnify the Landlord against all loss, damages, costs, and expenses arising by reason of any default by the company;
- (h) any neglect or forbearance of the Landlord will not release or exonerate the sureties; and
- (i) the sureties will accept a new lease of the Premises upon disclaimer of this lease by the company or on its behalf or on dissolution of the company the new lease to be for the residue then unexpired of the term of this Lease and at the Rent payable under this Lease and subject to the same Tenant's and Landlord's covenants respectively and the same provisos and conditions in all respects as are contained in this Lease. The onus of proving the respectability and financial responsibility of any proposed assignee, subtenant, or surety is upon the Tenant at its expense.

The liability of the Tenant under the covenants, provisions, and conditions contained in this Lease will not be impaired or discharged by reason of any time or other indulgence now or at any time after, granted by the Landlord to any assignee or subtenant. The liability of the Tenant to assure the performance of this Lease will not be affected by any further assignments or subletting of this Lease.

10.2 Subleases

The Landlord's consent to a subletting of part only of the Premises may be granted or refused in the absolute discretion of the Landlord and every permitted sublease of the whole or part of the Premises will contain covenants:

- (a) prohibiting the sublessee from doing or allowing any act or thing in relation to the underlet premises inconsistent with or in breach of the provisions of this Lease; and
- (b) by the sublessee with the Landlord not to assign or sublet the underlet premises without the consent in writing of the Landlord.

10.3 Concessions, Licences, etc.

Without in any way limiting the generality of clause 10.1 and clause 10.2, the Tenant will not permit any business to be operated in or from the Premises by any concessionaire, franchisee, licensee, or others without the written consent of the Landlord in each instance. The Landlord's consent may, despite any statutory provision or provisions to the contrary, be arbitrarily withheld. The consent by the Landlord to any concession, franchise, or licence will not constitute a waiver of the necessity for the consent to any subsequent concession, franchise, or licence. If the Landlord agrees to grant its consent to any concession, franchise, or licence each concession, franchise, or licence will only be granted upon and subject to the following conditions that:

- (a) the concession, franchise, or licence will be subject to the terms, covenants, and conditions contained in this Lease;
- (b) the aggregate area of all concessions, franchises, or licences will not at any one time exceed a percentage of the area of the Premises as the Landlord, in its sole discretion, considers advisable;

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- (c) each concessionaire, franchisee, or licensee will carry on business under the trade name and style of the Tenant and in a manner so that to all intents and purposes, the business will appear as an integral part of the Tenant's business operations;
- (d) the Tenant will provide the Landlord with an executed copy of each concession, franchise, and licence agreement and the Landlord will have the right to approve the terms of the agreement or to request changes to the agreement which the Tenant covenants to make or have made prior to its grant; and
- (e) at the option of the Tenant, the Tenant and any concessionaire, franchisee, or licensee will execute any document or instrument which the Landlord requires including, without limitation, a sublease of the Premises substantially in the form of this Lease.

10.4 Change of Corporate Ownership – Deemed Assignment

Where the Tenant is a corporation not being a local government whose shares are listed on any Stock Exchange in Australia, the following circumstances will constitute or be deemed to constitute an assignment of this Lease (requiring the prior consent of the Landlord under clause 10.1):

- (a) if at any time during the term of this Lease any corporation or any related corporation (as defined by the legislation regulating corporations as at the Date of Commencement) not holding or holding between them more than 50% of the issued capital or voting rights of the Tenant, acquires or acquire between them so much of the issued capital or voting rights of the Tenant as when added to the issued capital or voting rights (if any) previously held by that corporation or related corporations represent in the aggregate more than 50% of the issued capital or voting rights of the Landlord;
- (b) if at any time during the term of this Lease any person or any persons and their relatives (as defined in the *Income Tax Assessment Act 1936* as at the Date of Commencement) not holding or holding between them more than 50% of the issued capital or the voting rights of the Tenant acquires or acquire between them so much of the issued capital or voting rights of the Tenant as when added to the issued capital or voting rights (if any) previously held by that person or those persons represent in the aggregate more than 50% of the issued capital or voting rights of the Tenant; or
- (c) if at any time during the term of this Lease, the changes referred to in clause 10.4(a) or clause 10.4(b) of this clause occur to any holding company (as defined in the legislation regulating corporations as at the Date of Commencement) of the Tenant or in any holding company of any holding company of the Tenant.

11. COSTS

11.1 Costs of Litigation

If without fault on its part, either Party is made a party to any litigation commenced by or against the other (other than litigation between the Landlord and the Tenant) and arising directly or indirectly out of the acts or omissions of the other in relation to the Premises, the Party not at fault will be paid by the other Party on demand all legal fees and disbursements (as between solicitor and own client) incurred in connection with the litigation.

11.2 Costs to be Borne by Tenant

The Tenant will pay:

- (a) the Landlord's legal costs for the preparation and negotiation of this Lease;
- (b) the costs of and incidental to the execution, stamping, and registration of this Lease;

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- (c) all stamp duty and registration fees payable in respect of this Lease;
- (d) all costs, charges, and expenses (including for example, legal costs and fees payable to a surveyor or architect) incurred by the Landlord for the purpose of or incidental to the preparation and service of any notice under s. 124 or s. 127 of the *Property Law Act 1974* even if forfeiture is avoided otherwise than by relief granted by the Court;
- (e) all costs of and incidental to the grant or refusal of any consent or authority of the Landlord which may be requested by the Tenant under the terms of this Lease; and
- (f) all monies the Landlord may expend or be put to in consequence of any default by the Tenant in the performance and observance of any covenant or agreement contained or implied in this Lease or which is authorised or entered into or made by the Tenant.

11.3 Upstamping Lease

- (a) If the legislation requiring the payment of stamp duty on leases requires this Lease to be produced to the collector of duty for further stamping by a date determined by or in accordance with the legislation, the Tenant must ensure that this Lease is produced by that date with all information required by the collector to reassess duty.
- (b) The Tenant will inform the Landlord in writing of all details relevant to the further stamping of the Lease by the date determined for its production.
- (c) If the Tenant does not comply with clause 11.3(a) of this clause the Landlord may cause the Lease to be produced for further stamping and all duty, penalties, and costs (including for example, legal costs calculated on a solicitor and own client basis) incurred by the Landlord will be paid to the Landlord by the Tenant immediately on demand.

12. LANDLORD'S ASSURANCES

12.1 Quiet Enjoyment

If the Tenant promptly pays the Rent and observes and performs the covenants and agreements in this Lease, the Tenant may peaceably hold and enjoy the Premises during the term of this Lease without any interruption by the Landlord or any persons lawfully claiming under or in trust for the Landlord.

12.2 Landlord to Pay Rates

The Landlord will pay all municipal rates and land tax payable in respect of the Land as they fall due except those rates and taxes (if any) which the Tenant has covenanted to pay in whole or in part.

13. DEFAULT

13.1 Default by Tenant

(a) **Events of Default – Right to Re-Enter**

If:

- (1) the Rent or any part of it is unpaid for seven days after it has become due whether any formal or legal demand is made for it or not;

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- (2) the Tenant breaches any of the covenants or agreements (whether expressed or implied) in this Lease and on the part of the Tenant to be performed or observed (including covenants and agreements of a negative character);
- (3) the repairs required by any notice given under clause 7.3 are not completed within the time specified in the notice;
- (4) the Tenant does or suffers to be done any act whereby the estate or effects of the Tenant may become liable to be taken in execution; or
- (5) the Tenant, being a corporation, enters into provisional liquidation or liquidation whether voluntary or otherwise (except for the purpose of reconstruction or amalgamation) or has a receiver and/or manager appointed,

THEN subject to the Landlord giving notice under s. 124 of the *Property Law Act 1974*, the Landlord or any person duly authorised by the Landlord may, at any time on one days written notice or without notice, re-enter the whole or part of the Premises in the name of the whole and determine this Lease but without prejudice to the right of action or other remedy of the Landlord in respect of any antecedent breach of the Tenant's covenants, stipulations, or agreements contained or implied in this Lease.

(b) **Damages**

If the Landlord determines this Lease under clause 13.1(a) the Landlord may recover from the Tenant in addition to damages and amounts recoverable apart from this clause:

- (1) any Rent and Outgoings due but unpaid at the date of the determination;
- (2) the amount by which the Rent and Outgoings between the date of determination and the date of expiry of this Lease by effluxion of time exceeds the rent and outgoings received or likely to be received from any other tenant to whom the Premises are relet or may be relet during that period; and
- (3) any other amount necessary to compensate the Landlord as a result directly or indirectly of the Tenant's default and the Landlord's determination of the Lease including, for example:
 - (A) costs and expenses incurred in maintaining the Premises;
 - (B) costs of recovering possession of the Premises;
 - (C) expenses of reletting including necessary renovation or alteration of the Premises;
 - (D) legal costs; and
 - (E) real estate commissions charges and fees.

For the purposes of clause 13.1(b)(1), the onus of proving that the Premises are likely to be relet and the amount of the rent likely to be received is upon the Tenant. For the purpose of calculating the rent and Outgoings that would have been payable after the determination of this Lease and to the extent that the Rent and Outgoings that would have been payable cannot be established certainly, it will be assumed that the Rent and Outgoings would have increased annually by 5% cumulative on each anniversary of the Date of Commencement.

(c) **Landlord's Right when Tenant Abandons Premises**

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If the Tenant vacates or abandons the Premises or otherwise repudiates this Lease without lawful excuse prior to the expiration of the term, the Landlord may without being under any obligation so to do seek to find another tenant for the Premises. For that purpose the Landlord may from time to time enter upon the Premises and permit prospective tenants to view them and may otherwise do all acts and things necessary in the opinion of the Landlord to renovate, restore, clean, and secure the Premises without accepting or being deemed to have accepted a surrender of this Lease. It is the intention of the parties that this Lease and the obligations of the Tenant under this Lease subsist until another person enters into occupation of the Premises as tenant or the Landlord expressly accepts a surrender of this Lease. For the purpose of this clause the Tenant is deemed to have vacated the Premises if it ceases to carry on its permitted use for a period of seven consecutive days without having paid in advance the instalments payable on account of Rent and contributions to Outgoings in respect of that period of seven days.

(d) Reservation of Rights

The rights and powers conferred on the Landlord by this clause 13.1 are in addition to any other right or power which may be conferred upon the Landlord at law or in equity.

13.2 Non-Waiver

No delay or omission to exercise any right power or remedy accruing to the Landlord upon any continuing breach or default under this Lease impairs any right, power, or remedy of the Landlord and it will not be construed to be a waiver of or acquiescence in:

- (a) any continuing breach or default or
- (b) any similar breach or default occurring subsequently;

and no waiver of any single breach or default will be deemed a waiver of any earlier or later breach or default. Any waiver, permit, consent, or approval of any kind or character of any breach or default under this Lease or any waiver of any provision or condition of this Lease must be in writing and will be effective only to the extent set out in the written waiver. All remedies either under this Lease or by law or otherwise afforded to the Landlord are cumulative and not alternative.

13.3 Accord and Satisfaction

No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent stipulated in this Lease will be considered to be other than on account of the stipulated Rent. An endorsement or statement on a cheque or in a letter accompanying a cheque or payment as Rent will not be considered to be an accord or satisfaction. The Landlord may accept a cheque or payment without prejudice to the Landlord's right to recover the balance of the Rent or pursue any other remedy.

13.4 Performance of Tenant's Covenants by Landlord

If the Tenant makes default in payment of any moneys covenanted by the Tenant to be paid or in the observance or performance of any of the covenants contained or implied in this Lease and on the part of the Tenant to be observed and performed, the Landlord may pay that money and observe and perform those covenants and the Tenant will pay to the Landlord immediately upon demand all moneys which the Landlord expends in that behalf with interest calculated at the Stipulated Rate from the time of those moneys having been so expended to the date of payment. The Landlord may act under this clause only if the Landlord has given the Tenant notice of the default and a period of at least one month from the giving of the notice has expired and the Tenant has not remedied the default specified in the notice.

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13.5 Interest on Arrears

The Tenant will pay to the Landlord interest on any Rent or other moneys which are in arrears calculated at the Stipulated Rate from the time of the Rent, or other moneys respectively falling due, to the date of payment.

14. DAMAGE OR DESTRUCTION

14.1 Substantially Unfit or Substantially Inaccessible

If the Premises are damaged by an event beyond the control of the Tenant or by an Insured Risk so as to render the Premises substantially unfit for the occupation and use of the Tenant or (having regard to the nature and location of the Premises and the normal means of access) substantially inaccessible, then:

- (a) **EXCEPT** where the damage has been caused by the negligent act or omission of the Tenant or of any servant, agent, licensee, invitee, customer, or visitor of the Tenant, or of any sublessee, licensee, or other occupier claiming by, through, or under the Tenant:
 - (1) A proportionate part of the Rent and other moneys payable under this Lease according to the nature and extent of the damage sustained, abates and all or any remedies, for recovery of that proportionate part of the Rent and other moneys falling due after the damage, are suspended until the Premises have been restored or made fit for the occupation and use of the Tenant or accessible to the Tenant as the case may be.
 - (2) Within 14 days of the Premises being rendered unfit or inaccessible, the Tenant may serve on the Landlord written notice that the Premises have been rendered unfit or inaccessible (a **Damage Notice**). Unless within the period of 21 days after being served with a Damage Notice, the Landlord serves written notice on the Tenant that the Landlord will restore the Premises or make them fit for the occupation and use of or render them accessible to the Tenant and an estimated time frame within which to restore the Premises (a **Restoration Notice**), the Tenant may (not before the expiration of the period of 21 days and not after the expiration of the period of 75 days from the date of service of the Damage Notice on the Landlord) terminate this Lease by notice in writing to the Landlord.
 - (3) If the Landlord gives a Restoration Notice to the Tenant and does not within a reasonable time substantially commence and diligently proceed to restore the Premises or make them fit for the occupation and use of or render them accessible to the Tenant, the Tenant may serve on the Landlord notice of intention to terminate this Lease. Unless the Landlord upon receipt of that notice proceeds with reasonable expedition and diligence to restore the Premises or make them fit for the occupation and use of or render them accessible to the Tenant as the case may require, the Tenant may terminate this Lease by giving not less than one month's notice in writing to the Landlord and at the expiration of the last mentioned notice this Lease terminates.
- (b) If in the Landlord's sole opinion the damage to the Premises or the Building is such that it is impractical or undesirable to restore the Premises or make them fit for the occupation and use of the Tenant or render them accessible to the Tenant or if the damage to the Premises occurs less than two and one half years prior to the expiration of the term of this Lease, the Landlord may terminate this Lease by giving not less than one month's notice in writing to the Tenant and at the expiration of that notice this Lease terminates.
- (c) No liability attaches to the Landlord by reason of termination of this Lease under clause 14.1(a) or clause 14.1(b), and otherwise any termination is without prejudice to the rights of either party in respect of any antecedent breach or non-observance of any covenant or provisions of this Lease.

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14.2 Wholly Unfit or Totally Inaccessible

If the Premises are taken for any public purpose or are destroyed or so damaged that the Premises are rendered wholly unfit for the occupation and use of the Tenant or totally inaccessible:

- (a) The Landlord may, despite anything contained or implied in this Lease, terminate this Lease by giving not less than one month's notice in writing to the Tenant and at the expiration of that notice this Lease terminates and no liability attaches to the Landlord by reason of the termination.
- (b) Except where the destruction or damage has been caused or contributed to by the negligent act or omission of the Tenant or of any servant, agent, licensee, invitee, customer, or visitor of the Tenant or of any sublessee, licensee, or other occupier claiming by through or under the Tenant, the Tenant may terminate this Lease by giving not less than one month's notice in writing to the Landlord and at the expiration of that notice this Lease terminates.
- (c) Any termination under clause 14.2(a) or clause 14.2(b) is without prejudice to the rights of either party in respect of any antecedent breach or non-observance of any covenant or provision of this Lease.

14.3 Resolution of Disputes

Any dispute arising under clause 14.1 or clause 14.2 will be determined by a member of the Valuers' Institute appointed by the President for the time being of that Institute on the application of the Landlord or the Tenant. The person so appointed will in making their determination act as an expert and not as an arbitrator and their determination will be final and binding on both parties. The cost of the determination will be borne by either or both of the Parties (and if by both of the Parties in the proportion between them) as the person making the determination decides.

15. GENERAL

15.1 Time to be of the Essence

Time is essential for all obligations of the Tenant in this Lease. The Tenant indemnifies the Landlord against all losses, costs, and expenses which the Landlord may sustain or incur as a consequence of any failure by the Tenant to perform and observe on the due date any obligations on its part contained or implied in this Lease.

15.2 Entire Agreement

The terms and conditions set out in this Lease contain the entire agreement as concluded between the Parties despite any negotiations or discussions prior to the execution of this Lease and despite anything contained in any brochure, report, or other document prepared by the Landlord for submission to potential tenants of the Premises. The Tenant also acknowledges that it has not been induced to enter into this Lease by any representation verbal or otherwise made by or on behalf of the Landlord which is not set out in this Lease.

15.3 Negating of Moratorium

To the fullest possible extent, the provisions of all statutes now existing and subsequently to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of the Tenant the obligations of the Tenant or to stay, postpone, or otherwise prevent or prejudicially affect the exercise by the Landlord of all or any of the rights, powers, and remedies conferred on the Landlord by this Lease are expressly negated and excluded from this Lease.

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15.4 New Guarantor

Within 14 days of the death of any Guarantor during the term of this Lease, or of any Guarantor becoming bankrupt, or having a receiving order made against them, or becoming insane, or being a company passing a resolution to wind up, or entering into liquidation, or having a receiver appointed, the Tenant will give notice of this to the Landlord. If required by the Landlord, the Tenant at their own expense must, within 28 days, procure some other person acceptable to the Landlord to execute a guarantee in respect of the Tenant's obligations contained in this Lease in the form of the Guarantor's covenants which are contained in this Lease or in any guarantee separate from this Lease.

15.5 Inspection by Purchaser or Tenant

The Tenant will:

- (a) at all reasonable times upon being given two business days notice permit the Landlord to show the Premises to prospective purchasers; and
- (b) within the six month period immediately preceding the expiration of the term granted by this Lease, permit the Landlord, upon being given two business days notice, to show the Premises to prospective tenants at all reasonable times and allow the Landlord to affix and exhibit on the Premises where the Landlord thinks fit the usual "For Sale" and/or "To Let" notices. In each case the notices may display the name and address of the Landlord and its agents.

The Tenant will not remove any notice without the prior written consent of the Landlord.

15.6 Modification of Implied Covenants

The obligations and powers implied in leases by **ss. 105 and 107** of the *Property Law Act 1974* are negated. All other covenants on the part of the Tenant implied by the *Property Law Act 1974* are not negated but are modified to the extent of any inconsistency with the provisions of this Lease.

15.7 Notices

Unless otherwise stated, any notice given by the Landlord is deemed to be duly given and served on the Tenant if signed by the Landlord or the solicitors for the Landlord or if the Landlord is a corporation then by any officer of or the solicitors for the Landlord and delivered to the Tenant (or if more persons than one are tenants under this Lease then to any one or more of them) personally or if the Tenant is a corporation then to any person at its registered office or principal place of business in this State or sent to the Tenant by post to the address for the Tenant specified in Item 1 of the Reference Data or any additional or substitute address notified by the Tenant for the Landlord for that purpose and in the latter case service is deemed to have been effected on the day following posting. Any notice by the Tenant to the Landlord must be signed by the Tenant and must be given or served in the manner prescribed by **s. 347** of the *Property Law Act 1974*.

15.8 Holding Over

If the Tenant with the consent of the Landlord remains in occupation of the Premises after the expiration of the term of this Lease then:

- (a) the Tenant will be a tenant from month to month of the Landlord of the Premises on the terms of this Lease so far as they are applicable to a monthly tenancy;
- (b) the monthly tenancy may be determined by either party in the manner prescribed by **Div. 4 of Part VIII** of the *Property Law Act 1974*; and

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- (c) the rent payable in respect of the monthly tenancy will be the amount of Rent payable monthly under this Lease immediately prior to the expiration of the term and will be payable in advance.

15.9 Severability

If it is held by a Court of competent jurisdiction that:

- (a) any part of this Lease is void, voidable, illegal, or unenforceable; or
- (b) this Lease would be void, voidable, illegal, or unenforceable unless any part of this Lease were severed, that part will be severable from and will not affect the continued operation of the rest of this Lease.

16. TRUSTS

16.1 Trusts

If the Tenant at any time upon or subsequent to entering into this Lease or entering into or incurring the obligations contained in this Lease is acting in the capacity of trustee of any trust ("the Trust") then whether or not the Landlord may have notice of the Trust, the Tenant covenants with the Landlord as follows:

- (a) This Lease extends to all rights of indemnity which the Tenant now or subsequently may have against the Trust and the trust fund.
- (b) The Tenant has full and complete power and authority under the Trust to enter into this Lease and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Tenant against the Trust or the trust fund. The Tenant will not release that right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
- (c) Despite the terms of any deed of trust or settlement or other document, the Tenant will be and at all times remain personally liable to the Landlord for the due performance fulfilment and observance of the obligations in this Lease.
- (d) During the currency of this Lease the Tenant will not without the consent in writing of the Landlord cause, permit, or suffer to happen the removal replacement or retirement of the Tenant as sole trustee of the Trust.

The Tenant further covenants with the Landlord that it will be an event of default under this Lease if the Tenant is guilty of any breach of trust in respect of the Trust or ceases to be the sole trustee of the Trust or otherwise suffers removal, replacement, or retirement as trustee of the Trust.

17. OPTION

17.1 Option to Renew

If the Tenant:

- (a) not less than three months prior to the expiration of this Lease gives written notice to the Landlord that it wishes to renew this Lease; and
- (b) has at all times up to the date of expiration of the term of this Lease complied punctually with its obligations

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under this Lease,

then the Landlord will grant to the Tenant a further lease of the Premises on the following conditions:

- (c) the term of the further lease will be the period referred to in Item 8 of the Reference Data;
- (d) the rent for the first year of the further term will be determined in accordance with clause 3.2(a)(2) as if that year were a continuation of the term of this Lease and the date of commencement of the further term were an Annual Review;
- (e) the terms and conditions will be the same as the terms and conditions of this Lease except for the changes specified in the Modification Schedule at the end of this clause; and
- (f) the Tenant will pay the registration fees in connection with the grant of the new lease.

Modification Schedule

- (1) This clause 17.1 will be deleted.

17.2 New Guarantee

If at the date of exercise of the option contained in clause 17.1 the obligations of the Tenant under this Lease are the subject of guarantee or indemnity, the Tenant must:

- (a) procure from the persons who provided the guarantee or indemnity another guarantee or indemnity in respect of the lease for the renewal term on the same terms apart from necessary changes; and
- (b) produce the properly executed, valid, and enforceable guarantee or indemnity to the Landlord within 30 days after the Landlord provides to the Tenant the documentation for the new guarantee or indemnity for the renewal term.

The time limit referred to in clause 17.2(b) is essential. If the Tenant fails to comply with the time limit, the Landlord may terminate the new lease for the renewal term by notice in writing to the Tenant.

18. POWER OF ATTORNEY

- (a) The Tenant irrevocably appoints the Landlord and (if the Landlord is a corporation) the Directors, the General Manager, and the Secretary for the time being of the Landlord jointly and each of them severally to be the attorneys of the Tenant at any time after the power contained in this Lease to re-enter has been exercised to:
 - (1) execute and sign a transfer or a surrender of this Lease;
 - (2) procure the transfer or surrender to be registered;
 - (3) appoint, from time to time, a substitute or substitutes and revoke those appointments; and
 - (4) do, execute, and perform any act, deed, matter, or thing in accordance with this clause as fully and effectually as the Tenant could do. The Tenant will ratify and confirm everything the attorneys or any substitute or substitutes lawfully do or cause to be done in accordance with this clause.

A statutory declaration by an attorney that the power of re-entry contained in this Lease has been exercised will be sufficient proof of that fact.

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- (b) This clause 18 does not apply whilst the Ipswich City Council or a local government is the Tenant in this Lease.

19. TERMINATION OF LEASE

19.1 Yield Up

The Tenant will at the expiration or sooner determination of the term of this Lease yield up the Premises in the order and condition described in **Part 6**.

19.2 Remove Fittings

If the Tenant does not do so as of right under the provisions of clause 7.5, the Tenant will, if so required by the Landlord, remove from the Premises within 14 days from the expiration or sooner determination of the term of this Lease all fixtures, fittings, floor coverings, signs, and notices or contents of every description erected or installed by the Tenant and requested to be removed by the Landlord. The Tenant will make good any damage caused to the Premises by the removal and if required by the Landlord will re-alter any alterations made by the Tenant so that the Premises are converted back to their original layout. The Landlord may at its option cause the fixtures, fittings, floor coverings, signs, and notices or contents to be removed and to be stored in a public warehouse or elsewhere at the risk of the Tenant and any damage to be made good and any alterations to be re-altered. The Landlord may recover the costs of removal, storage, making good, and/or re-alterations from the Tenant as a liquidated debt payable on demand.

19.3 Abandoned Fittings

Any fittings or fixtures not removed by the Tenant under clause 7.5 and clause 19.2 will be deemed abandoned by the Tenant and will be and become the property of the Landlord. Nothing contained in this clause relieves the Tenant from, and except where the Landlord agrees in writing to the contrary the Tenant will be liable to the Landlord for the cost and expense of and associated with any removal by the Landlord of fittings and fixtures not removed by the Tenant from the Premises and the cost and expense of and associated with the making good of any damage to the Premises caused by that removal by the Landlord.

19.4 Stock-in-Trade

The Tenant will remove from the Premises all stock-in-trade and other movable chattels prior to the expiration of the term of this Lease except that if this Lease is determined prior to the due date of expiry by effluxion of time the Landlord will if requested so to do by the Tenant allow the Tenant, its servants, and contractors access to the Premises during any one of three days (excluding Saturdays, Sundays, and public holidays) next following the date of determination between the hours of 9am and 5pm for the purpose of removing stock-in-trade and movable chattels from the Premises. If the Tenant fails to remove stock-in-trade or chattels as mentioned in this clause, the Landlord may at its option:

- (a) cause the stock-in-trade or chattels to be removed and stored in a public warehouse or elsewhere at the risk and at the cost of the Tenant; or
- (b) treat the stock-in-trade or chattels as if the Tenant had abandoned its interest in them and deal with them in any manner the Landlord thinks fit.

The Tenant indemnifies the Landlord in respect of any damage done to the Premises in or about the removal of stock-in-trade or chattels by the Tenant, its servants, or contractors and also in respect of any costs incurred by the Landlord in the removal and storage of them. The tenant also indemnifies in respect of all claims, demands, actions, costs, judgments, and expenses which the Landlord may suffer or incur at the suit of any person (other than the Tenant) claiming an interest in the stock-in-trade or chattels by reason of the Landlord acting in accordance

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with this clause.

19.5 Removal of Signs

At the expiration or earlier determination of this Lease, the Tenant will remove or clean off any advertising or other sign, advertisement, or hoarding painted, erected, or placed on or in the Premises and restore the Premises to the condition they were in immediately before the advertisement, sign, or hoarding was painted, erected, or set up.

20. SECURITY

20.1 Bond

- (a) Prior to entering possession of the Premises, the Tenant will pay to the Landlord the sum set out in Item 10 of the Reference Data as a cash bond for the due observance and performance by the Tenant of all the covenants and provisions contained in this Lease.
- (b) As soon as the rent payable from each rent review is determined, the Tenant will pay to the Landlord as a further cash bond an amount which, when added to the cash bond or bonds already held by the Landlord (or to the limits of liability under any bank guarantee accepted by the Landlord in lieu of a cash bond under clause 20.1(c)), equal to the aggregate of three months rent at the rate payable by the Tenant at the material time.
- (c) At the option of the Tenant, the Tenant may instead of paying the amounts in accordance with clause 20.1(a), provide to the Landlord an Australian Trading Bank guarantee, on terms acceptable to the Landlord, of due observance and performance by the Tenant of all the covenants and provisions contained in this Lease, with a maximum liability to the bank of not less than the total of the cash bond or bonds required by clause 20.1(a).
- (d) If at any time the Tenant fails to observe and perform any of the Tenant's covenants and provisions in this lease, the Landlord may, in its discretion at any time, appropriate to itself absolutely all or any part of the cash bond or bonds or call up any guarantee or guarantees as may be necessary in the opinion of the Landlord to compensate the Landlord for any loss or damage suffered or which may be suffered by the Landlord by reason of that failure. Any appropriation or calling up by the Landlord will not constitute a waiver of that failure and will not prejudice any other right or remedy of the Landlord in respect of it.
- (e) If the whole or any part of the cash bond or bonds are appropriated or any guarantee or guarantees are called up by the Landlord and this Lease remains on foot, the Tenant will immediately upon demand by the Landlord pay to the Landlord the amount so appropriated or called up to be held as a cash bond in accordance with this clause.
- (f) If the Landlord's interest in the Premises is assigned or transferred, the Landlord may pay or transfer the bond or bonds less all sums appropriated by it in accordance with this clause to the assignee or transferee. Upon payment or transfer, the Landlord will be discharged from all liability to the Tenant or to any other person in respect of the bond or bonds.

21. LANDLORD'S ACCESS

- (a) The Landlord may enter the part of the premises that are included in Lot 714 on CP I12246 at the Commencement Date (**Lot 714 Leased Area**) (and authorise others to do so) for the purposes of:
 - (1) Gaining access to the land that is included in Lot 714 on CP I12246 and that does not form part of the Premises at the Commencement Date (**Lot 714 Balance Area**) from the public road on the eastern boundary of the Lot 714 Leased Area by vehicle; and

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- (2) Egress from the Lot 714 Balance Area to the public road on the western boundary of the Lot 714 Leased Area by vehicle.
- (b) Clause 21(a) applies only if and to the extent that:
 - (1) The driver of the vehicle complies with the *Transport Operations (Road Use Management – Road Rules) Regulation 2009*, and
 - (2) Neither the driver nor the vehicle causes any unreasonable interference with the use of the Premises for the Permitted Use under this Lease.

22. EASEMENTS, AGREEMENTS AND ARRANGEMENTS

- (a) The Landlord may at any time enter into any easement, agreement or arrangement with any person for the purpose of:
 - (1) access to the Land from any land near the Land; or
 - (2) the support of any structure on any land near the Land; or
 - (3) the provision of services to any land near the Land.
- (b) However, the Landlord must not exercise its rights under this clause in a way that substantially and permanently derogates from the Tenant's rights under this Lease

23. GUARANTEE AND INDEMNITY

IN CONSIDERATION of the Landlord at the request of the Guarantor entering into this Lease with the Tenant, the Guarantor covenants and agrees with the Landlord the following:

- (a) The guarantor will be liable jointly and severally with the Tenant for the due and punctual payment of all Rent and other moneys to be paid by the Tenant under this Lease and for the due performance and observance by the Tenant of all the covenants, terms, and conditions of this Lease on the part of the Tenant to be performed and observed.
- (b) The Guarantor indemnifies the Landlord from and against all losses, damages, costs, and expenses which the Landlord may suffer or incur in consequence of any breach or non-observance of any of the covenants, terms, and conditions of this Lease on the part of the Tenant to be performed or observed. The Guarantor agrees that the Guarantor will remain liable to the Landlord under this indemnity despite the fact that, as a consequence of any breach or non-observance, the Landlord has exercised any of its rights under this Lease including its rights of re-entry and even though the Tenant (being a corporation) may be wound up or dissolved or (being a natural person) may be declared bankrupt and even though the guarantee given by the Guarantor may for any reason be unenforceable either in whole or in part.
- (c) On any default or failure by the Tenant to observe and perform any of the covenants terms and conditions of this Lease, the Guarantor will immediately on demand by the Landlord pay all Rent and other moneys and make good to the Landlord all losses, damages, costs, and expenses sustained or incurred by the Landlord by reason or in consequence of any default in performing or observing any of the covenants, terms, and conditions of this Lease. The Guarantor will also pay to the Landlord interest at the Stipulated Rate from the time of any Rent or other moneys respectively falling due to the date of payment added without the necessity of any prior demand having been made on the Tenant.
- (d) The liability of the Guarantor under this guarantee and indemnity will not be affected by the granting of

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Title Reference 51126734

time or any other indulgence to the Tenant; or by any assignment or purported assignment of the interest of the Tenant under this Lease; or by the compounding, compromise, release, abandonment, waiver, variation, or renewal of any of the rights of the Landlord against the Tenant; or by any variation of this Lease; or by the filling-up of this Lease by the Landlord or its solicitors under the terms of any agreement for lease; or by any neglect or omission to enforce those rights; or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from its obligations under this guarantee and indemnity.

- (e) Even though as between the Guarantor and the Tenant the Guarantor may be a surety only, as between the Guarantor and the Landlord, the Guarantor is deemed to be a primary debtor and contractor jointly and severally with the Tenant.
- (f) To the fullest extent permitted by law the Guarantor waives its rights as surety or indemnifier (legal equitable statutory or otherwise) as may at any time be inconsistent with any of the provisions of this guarantee and indemnity.
- (g) The covenants and agreements made by the Guarantor are not conditional or contingent in any way or dependent upon the validity or enforceability of the covenants and agreements of any other person and remain binding even though any other person does not execute this Lease or this guarantee and indemnity.
- (h) The obligations of the Guarantor under this guarantee and indemnity continue until all Rent and other moneys payable under this Lease have been paid and until all other obligations and indemnities have been performed observed and satisfied. Those obligations will not be reduced or affected by any notice to quit given by either Party to this Lease or the death, insolvency, liquidation, or dissolution of the Tenant or the Guarantor or either of them.
- (i) The Guarantor does not execute this guarantee and indemnity as a result of or by reason of any promise, representation, statement, information, or inducement of any nature or kind given or offered to the Guarantor by the Landlord or on the Landlord's behalf whether in answer to any enquiry by or on behalf of the Guarantor or not. Except as provided in this guarantee and indemnity the Tenant was not prior to the execution of this guarantee and indemnity by the Guarantor and is not subsequently under any duty to disclose to the Guarantor or to do or execute any act matter or thing relating to the affairs of the Tenant or its transactions with the Landlord.
- (j) In the event of the Tenant during the term of this Lease entering into liquidation (or being a person, entering into bankruptcy) and the liquidator or trustee in bankruptcy disclaiming this Lease, or if the Tenant should be dissolved, the Guarantor will accept from the Landlord a lease of the Premises for a term equal in duration to the residue remaining unexpired of the term of this Lease. The new lease will contain the same Landlord's and Tenant's covenants respectively and the same provisos and conditions in all respects (including the proviso for re-entry) as are in this Lease contained together with any other covenants, provisos, and conditions as the Landlord may reasonably require. On the execution by the Landlord of the further lease, the Guarantor will pay all costs of the further lease (including all costs of and incidental to the preparation, execution, and stamping of the lease and all stamp duty and registration fees) and will immediately execute and deliver to the Landlord the lease in triplicate.
- (k) In the event of a further lease of the Premises being granted by the Landlord to the Tenant (including to any successors of the Tenant or to its permitted assigns) consequent upon the exercise of any option to renew contained in this Lease or in the event of the Landlord granting to the Tenant any extension of the term of this Lease, then this guarantee and indemnity will be deemed to extend to the further lease or the extension of the term as the case may be. This guarantee and indemnity will be read and construed as if the further lease were this Lease and the tenant holding under it were the Tenant referred to in this Lease.
- (l) All notices or demands to be given or made to or upon the Guarantor will be deemed to be duly given and served on the Guarantor if signed by the Landlord or the solicitors for the Landlord or if the Landlord is a

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corporation then by any officer of the corporate Landlord or the solicitors for the corporate Landlord and delivered to the Guarantor (or if there is more than one Guarantor then to any one or more of them) personally, or if the Guarantor is a corporation then to any person at its registered office or principal place of business in this State or if left at the last known place of business or abode of the Guarantor or if left at or sent to the Guarantor through the post in a prepaid envelope addressed to the Guarantor at the address (if any) of the Guarantor set out in Item 11 of the **Reference Data**. A notice or demand which is posted will be deemed to have been served on the Guarantor on the day following the date of posting.

- (m) In the event of the invalidity of any part or provision of this guarantee and indemnity that invalidity will not affect the validity or the enforceability of any other part or provision of this guarantee.
- (n) Where there is more than one person or corporation which together constitute the Guarantor to this Lease, the obligations and liabilities of each of those persons or corporation are joint and several.
- (o) This guarantee takes effect immediately upon its execution and continues to be of full effect whether or not the Lease is subsequently registered in the Department of Lands. References to "this Lease" include any equitable lease agreement for lease or periodic tenancy arising upon execution or acceptance by the Tenant of the instrument to which this guarantee is annexed.
- (p) In the event of the Landlord transferring the Land or otherwise assigning the Landlord's rights and obligations as Landlord under this Lease, the Landlord's rights under this guarantee (whether or not there is any express assignment of the rights) will be deemed to be assigned to the owner from time to time of the Land or other assignee of the Landlord's rights and obligations.



Ipswich City Council

PO Box 191
IPSWICH QLD 4305
Australia

Telephone

(07) 3810 6666

Fax

(07) 3810 6731

Email

council@ipswich.qld.gov.au

Web

www.ipswich.qld.gov.au

Business Hours

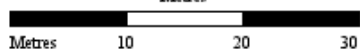
8:00am - 4:30pm (Mon - Fri)

205 Brisbane Street, Ipswich



Scale 1:581

Metres



Printed Date: 6 May 2022



FINAL 137334-1 (EC/IPW)	Land Title Act 1994 ; Land Act 1994 Form 21 Version 4	SURVEY PLAN	Sheet 1 of 2
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FOR THE USE OF
IPSWICH CITY
COUNCIL ONLY

RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the corporation, by Robin Gene ANDERSON, cadastral surveyor, for whose work the corporation accepts responsibility, has made this plan under Section 16 of the Survey and Mapping Infrastructure Regulation 2014 and pursuant to the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the plan is accurate and compiled from RP93097 & IS236326 in the Department of Natural Resources and Mines.

... *R. Anderson* ... Authorised Delegate

... 21/11/2017 ... Date

PLAN OF LOT 10

Cancelling Lot 1 on RP2752, Lot 1 on RP2753 & Lot 714 on I12246

LOCAL GOVERNMENT: IPSWICH CITY LOCALITY: IPSWICH

Meridian: IS236326 Survey Records NO

Scale: 1 : 300

Format: STANDARD

SP292794

Item 4 / Attachment 3.

FINAL 137334-1 (EC/PW)

Land Title Act 1994 ; Land Act 1994
Form 21B Version 1

718446606

06/12/2017 15:26 \$457.00

TA 400 NT

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

5. Lodged by *Mark Norman
PO Box 210
Toowoomba
4350
0427714116*

(Include address, phone number, reference and Lodger Code)

6. Existing Created

Title Reference	Description	New Lots	Road	Secondary Interests
18138181	Lot 1 on RP2752	10	-	-
18138182	Lot 1 on RP2753	10	-	-
10151056	Lot 714 on I12246	10	-	-

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
713868066	10	-

Lease	Lots to be Encumbered
718182775 (Lease A)	10
718396164 (Lease B on SP292736)	10
718396164 (Lot 1 on RP2572)	10
718396164 (Lot 1 on RP2573)	10

1. Certificate of Registered Owners or Lessees.

I/We TANDA B PTY LTD ACN 132 505 223

TRUSTEE UNDER INSTRUMENT 713868065

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

* as Lessees of this land agree to this plan.

Carman Sole Director Tanda B Pty Ltd

Signature of *Registered Owners *Lessees

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the:
%

Dated this day of

..... #
..... #

* Insert the name of the Planning Body. % Insert applicable approving legislation.
Insert designation of signatory or delegation

3. Plans with Community Management Statement :

CMS Number :
Name :

4. References :

Dept File :
Local Govt :
Surveyor : 137334-1

7. Orig Grant Allocation :

8. Passed & Endorsed :

By: RPS Australia East Pty Ltd
Date: 24/11/17
Signed: *Ry Anderson*
Designation: Cadastral Surveyor

9. Building Format Plans only.

I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
* Part of the building shown on this plan encroaches onto adjoining *lots and road

Authorised Delegate Date
~~Cadastral Surveyor/Director~~
*delete words not required

10. Lodgement Fees :

Survey Deposit	\$
Lodgement	\$
..... New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

11. Insert Plan Number

SP292794

Doc ID No: A8090067

ITEM: 5

SUBJECT: ACQUISITION OF EXTINGUISHED EASEMENT - EASEMENT B ON RP202017 OVER
15 NELSON ST, BUNDAMBA

AUTHOR: SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

DATE: 31 MAY 2022

EXECUTIVE SUMMARY

This is a report concerning the acquisition of an easement for drainage purposes described as Easement B on RP202017 (the "Easement") in Lot 5 on SP198444 located at 15 Nelson Street, Bundamba, owned by the Queensland Bulk Water Supply Authority (trading as Seqwater). The previously existing Easement was extinguished as a result of a freehold land transfer to the Co-ordinator-General.

RECOMMENDATION/S

- A. That Council, having considered the details contained in this report, support the acquisition of an easement for drainage purposes, of the area of land identified in Attachment 2 ("The Land"), described as Easement B on RP202017 in Lot 5 on SP198444 located at 15 Nelson Street, Bundamba, by way of Agreement with Seqwater.
- B. In the first instance the method of acquisition will be by agreement with Seqwater pursuant to the *Property Law Act 1974*, and the *Land Title Act 1994*.
- C. The Council be kept informed as to the progress and outcome of Easement B.

RELATED PARTIES

There was no declaration of conflicts of interest

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

In 2011, the Queensland Government developed the statutory water authorities which include Seqwater. Easement B was extinguished when the freehold land was transferred to the Co-ordinator-General.

Prior to the Land transferring, it contained three easements, one to Council, one to Queensland Urban Utilities (QUU) and the other to the Commonwealth Government. The

land was subsequently resumed by the Co-ordinator-General, and the easement tenements on the land were not transferred over to the new land title.

Council would like to create a new easement to replace Easement B, which is a major flood drainage area for overland water flow.

Council have negotiated a replacement Easement with Seqwater for flood prevention and stormwater control, which is the main outlet for drainage throughout the suburban catchment area.

The conditions of the new easement have been agreed and need to be signed and registered with the Titles Registry for the new easement for drainage purposes, described as Easement B on RP202017 in Lot 5 on SP198444.

LEGAL/POLICY BASIS

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

Local Government Act 2009

Local Government Regulation 2012

Land Title Act 1994

RISK MANAGEMENT IMPLICATIONS

The risk of not negotiating the new Easement would prevent Council from having a legal right to enter the land to manage the stormwater flow ensuring proper drainage within the drainage catchment area.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	<i>Local Government Act 2009</i> <i>Local Government Regulation 2012</i> <i>Land Title Act 1994</i>
(b) What human rights are affected?	The decision to acquire the Easement will not affect human rights as the owner of the land is a company and there are no impacts on other third parties. End of assessment.
(c) How are the human rights limited?	Not applicable
(d) Is there a good reason for limiting the relevant rights?	Not applicable

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

FINANCIAL/RESOURCE IMPLICATIONS

Expenses relating to the new Easement will be borne by Council. The compensation for the Easement will be \$1.00, if demanded. Council will also be required to pay lodgement fees for recording of the Easement on title in the Titles Registry.

COMMUNITY AND OTHER CONSULTATION

Council's Infrastructure and Environment Department (IED) have instructed Property Services to secure the required drainage easement. IED have also requested that the Easement document ensures that any structures or earthworks that may be constructed on the Land are not constructed within the easement and that the Land is maintained by the property owner, so that the stormwater does not flow into the adjoining properties.




Property Services has formally consulted with Seqwater in relation to seeking in-principle approval to the required drainage Easement area. IED's requirements have been agreed to, as part of the negotiations with Seqwater and will be included in the easement document.

This project did not involve any community consultation as it affects one property owned by Seqwater.

CONCLUSION

It is recommended that Council accept the Easement document and proceed to registration of the drainage easement over 15 Nelson Street, Bundamba, described as Easement B on RP202017 in Lot 5 on SP198444

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	New Easement Document ↓ 
2.	Survey Plan RP202017 (Easement B) ↓ 
3.	Survey Plan SP198444 (Lot 5) ↓ 
	CONFIDENTIAL
4.	Current Title Search - Lot 5 SP198444

Alicia Rieck

SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

I concur with the recommendations contained in this report.

Kerry Perrett

ACTING PROPERTY SERVICES MANAGER

I concur with the recommendations contained in this report.

Anthony Dunleavy

MANAGER, LEGAL AND GOVERNANCE (GENERAL COUNSEL)

I concur with the recommendations contained in this report.

Jeffrey Keech

ACTING GENERAL MANAGER (CORPORATE SERVICES)

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

QUEENSLAND TITLES REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

Duty Imprint

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Page 1 of 11

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Grantor	Lodger (Name, address, E-mail & phone number)	Lodger Code
QUEENSLAND BULK WATER SUPPLY AUTHORITY ABN 75 450 239 876	Queensland Bulk Water Supply Authority Level 8, 117 Brisbane Street, Ipswich QLD 4305 Email: property@seqwater.com.au Tel: (07) 3035 5500	IH-157
2. Description of Easement/Lot on Plan	Title Reference	
Servient Tenement (burdened land) EASEMENT B ON RP202017 IN LOT 5 ON SP198444 #Dominant Tenement (benefited land) # not applicable if easement in gross Not Applicable	50762042	
3. Interest being burdened	#4. Interest being benefited	
Fee Simple	Not Applicable # not applicable if easement in gross	
5. Grantee	Given names	Surname/Company name and number (include tenancy if more than one)
		IPSWICH CITY COUNCIL ABN 61 461 981 077
6. Consideration	7. Purpose of easement	
\$1.00 if demanded	DRAINAGE	

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of:- *the attached schedule;

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

..... signature	SEE ENLARGED PANEL
..... full name	
..... qualification	/ /
Witnessing Officer	Execution Date
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Grantor's Signature
..... signature	SEE ENLARGED PANEL
..... full name	
..... qualification	/ /
Witnessing Officer	Execution Date
(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)	Grantee's Signature

Item 5 / Attachment 1.

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

ENLARGED PANEL

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8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the attached schedule

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

Signed for and on behalf of the
Queensland Bulk Water Supply Authority
ABN 75 450 239 876 in accordance with
s8 of the *South East Queensland Water
(Restructuring) Act 2007* (Qld)

signature

signature

full name

full name

qualification

/ /

designation

Witnessing Officer

Execution Date

Grantor's Signature

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

signature

~~*Mayor/*Authorised Councillor~~

~~*Chief Executive Officer/*Delegated Officer~~

full name

qualification

/ /

IPSWICH CITY COUNCIL

Witnessing Officer

Execution Date

Grantee's Signature

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

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

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

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Title Reference 50762042 «Title_Reference»

This is the Form 20 Schedule referred to in item 8 of the attached Form 9 Easement.

Grantor: QUEENSLAND BULK WATER SUPPLY AUTHORITY

Grantee: IPSWICH CITY COUNCIL

1. INTERPRETATION

1.1 In this easement:

"Burdened Land" means the servient tenement (burdened land) identified in item 2 of the Form 9.

"Business Day" means any day other than a Saturday, Sunday or a public holiday that applies to Brisbane or Ipswich.

"Corporate Safety Work Instruction" means the work instruction for accessing the Land specified in item 2 of the Form 9, and as may be amended from time-to-time and notified in writing by the Grantor to the Grantee.

"Easement Purpose" means if the purpose (or one of the purposes) specified in item 7 of the Form 9 is:

- (a) the drainage, passing or conveying of water (including stormwater) from, to, under, through or across the Burdened Land through pipes, channels, overland flow or by any other means; and
- (b) the use of the Burdened Land as an on-line detention or retention basin.

"Form 9" means the form 9 under the *Land Title Act 1994* and *Land Act 1994* to which this schedule is attached.

"Grantee" means the grantee named in item 5 of the Form 9 and also includes any person to which the rights or interest under this easement of the grantee are transferred, or pass by operation of law, from time to time.

"Grantor" means the grantor named in item 1 of the Form 9 and also includes any person who is a registered owner of the Burdened Land, or who has an estate or interest in the Burdened Land, from time to time.

"Infrastructure" means infrastructure owned by the Grantee and includes:

- (a) any plant, equipment or things for draining, passing, conveying or regulating or directing the passage, flow, collection, detention or retention of water or for other drainage purposes; and
- (b) pipes, drains, surface manholes, vents, marker posts, plates and any plant, equipment or fittings connected with or appurtenant to any of those things or the things listed in paragraph (a) of this definition.

"Local Government Act" means the same thing as in the *Local Government Act 2009*.

"Regulatory Framework" is the regulatory framework under which the Grantor is responsible for the provision of safe, resilient and reliable drinking water supply for South East Queensland and includes:

- (a) *Water Supply (Safety and Reliability) Act 2008* (Qld);
- (b) the Drinking Water Guidelines;
- (c) Drinking Water Quality Management Plan;
- (d) the *Public Health Act 2005* (Qld) and the *Public Health Regulation 2018* (Qld); and

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(e) the Standard for Food Safety Management Systems (ISO 22000).

1.2 If the Grantor or the Grantee consists of two or more persons at any time:

(a) a reference in this easement to that party is to be read as a reference to each of those persons individually, and each combination of them jointly; and

(b) those persons are bound and benefited by this easement both individually and in each combination of them jointly.

1.3 A reference in this easement to a person includes a reference to a body corporate, a local government and every other kind of legal person.

1.4 A reference in this easement to a provision or definition contained in a specific Act is taken:

(a) to refer to that provision or definition as amended, relocated, re-enacted or consolidated from time to time;

(b) after the repeal of the provision or definition – to continue to refer to that provision or definition as it stood just before its repeal and to also refer to any replacement provision or definition which most closely deals with the same or the most closely similar subject matter either in the same Act as the original provision or definition or, if that Act is repealed, in some other Act which replaced the repealed Act or deals with the same or most closely similar subject matter to the repealed Act; and

(c) in any case – to import any other legislative provisions (such as the definitions of other terms defined in the Act which are used in the provision or definition referred to or taken to be referred to in this easement, and the provisions of any relevant Acts Interpretation Act as they apply in the interpretation of that provision or definition) which are relevant in the interpretation of the provision or definition referred to or taken to be referred to in this easement in the same way as those legislative provisions are imported in the interpretation of the provision or definition.

1.5 The headings in this easement are for reference purposes only and are not to be used in interpreting this easement.

2. GRANT

2.1 The Grantor grants to the Grantee an easement over the Burdened Land for the purposes of:

(a) the Easement Purpose;

(b) the installation, maintenance and removal of Infrastructure on, in or under the Burdened Land;

(c) the Grantee undertaking or engaging in any other service, facility or activity which is directly or indirectly referable or related to the Easement Purpose or which the Grantee has authority to undertake or engage in under a Local Government Act; and

(d) the exercise by the Grantee of the other rights given to the Grantee by this easement.

2.2 Subject to clause 2.3, the Grantee's rights and powers under this easement in relation to the Burdened Land are not exclusive to the Grantee. However, the Grantor must not grant, from the date of this easement, any rights to any person in relation to the Burdened Land if the granting of those other rights could conflict or interfere with any of the Grantee's rights and powers under this easement.

2.3 The Grantee acknowledges and agrees that:

(a) other parties including the Grantor may have pre-existing rights and powers;

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- (b) the Grantor;
 - (i) is a statutory authority of the Queensland Government established under the *South East Queensland Water (Restructuring) Act 2007* (Qld);
 - (ii) is a registered service provider of critical infrastructure in South East Queensland;
 - (iii) uses the Burdened Land for the supply of drinking water and/or catchment purposes for the general public in accordance with a Regulatory Framework and the Grantee must not, when assessing and using the Burdened Land, do anything which in any way poses a risk of:
 - (A) contamination of the water in, or near the Burdened Land; and/or
 - (B) interruption of drinking waters supply;
- (c) the Burdened Land is located within a key operational and/or catchment of the Grantor and the Grantor operates a 24-hour public utility on the Burdened Land;
- (d) the Grantee occupies the Burdened Land at its own risk and cost;
- (e) the Grantor may restrict or temporarily prohibit access to the Burdened Land:
 - (i) for safety or operational (including maintenance) reasons;
 - (ii) to protect people and property in the event of a natural disaster or for emergency response purposes.
- (f) the Burdened Land may become inundated by water; and
- (g) the Grantor may require the Burdened Land for future use in accordance with its operational, strategic or other planning requirements.

3. RIGHTS AND OBLIGATIONS OF GRANTEE

3.1 The Grantee may:

- (a) install, repair, remove, replace, clean, clear and alter any Infrastructure on, in or under the Burdened Land from time to time (and, for this purpose, break open the surface of the Burdened Land and dig into the surface of the Burdened Land);
- (b) inspect or survey the Burdened Land from time to time;
- (c) undertake mowing, slashing and vegetation control or removal on the Burdened Land from time to time;
- (d) enter the Burdened Land for the purpose of doing or getting ready to do any of those things;
- (e) enter and traverse any land owned or occupied by the Grantor for the purpose of going to or from the Burdened Land in accordance with Grantor's requirements set out in clause 3.8;
- (f) pull down or break open any fencing on or adjacent to the Burdened Land in order to enter it (but only after giving reasonable prior notice to the Grantor if any livestock are contained within the fenced area – the Grantee must secure any livestock);
- (g) take anything onto the Burdened Land (and any other land owned or occupied by the Grantor) when entering it and use and operate what has been taken onto the Burdened Land;

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- (h) stockpile on the Burdened Land any Infrastructure or items for or relating to the installation or removal of Infrastructure by the Grantee before or during the installation or after the removal of any Infrastructure by the Grantee;
 - (i) stockpile on the Burdened Land any soil or matter dug up on or from under the Burdened Land by the Grantee for a reasonable period;
 - (j) subject to requirements set out in clauses 2.3 and 3.8, temporarily restrict access to the Burdened Land or parts of it, by whatever means the Grantee thinks fit including fencing off the Burdened Land or parts of it, and doing other things to provide for the security of Infrastructure of the Grantee, items referred to in subclause (h) or soil referred to in subclause (i);
 - (k) run and pass water, sewerage, fluids, substances of any description, electric current, electric transmissions, electronic signals and electronic transmissions to, from, through or about the Burdened Land or any Infrastructure installed by the Grantee on the Burdened Land; and
 - (l) do anything the Grantee reasonably requires to do in connection with or in order to exercise any of the powers listed above or to enjoy the benefit of this easement for the purposes specified in clause 2.1.
- 3.2 If in exercising its rights and powers under this easement the Grantee digs up any soil or matter from or from under the Burdened Land:
- (a) the soil or matter becomes the property of the Grantee; and
 - (b) the Grantee has no obligation to compensate the Grantor; and
 - (c) the Grantee must either stockpile the soil or matter as permitted by clause 1.13.1(i) or remove it from the Burdened Land at the Grantee's own expense.
- 3.3 The Grantee does not need to exercise its rights and powers under this easement personally. It may authorise other people to exercise those rights and powers subject to these persons complying with the obligations imposed on the Grantee by this easement.
- 3.4 In exercising its rights and powers under this easement, the Grantee must, at its cost:
- (a) use reasonable endeavours to cause as little inconvenience as is reasonably practicable to the Grantor; and
 - (b) restore the Burdened Land as nearly as is reasonably practicable to its former condition if the Burdened Land is damaged by the Grantee (other than in a manner authorised by this easement).
- 3.5 If the Grantee permanently removes any Infrastructure that had been installed on, in or under the Burdened Land by the Grantee under this easement, the Grantee must restore and make good the Burdened Land as nearly as is reasonably practicable to its former condition before the installation of the Infrastructure. If the Grantee does not restore and make good any damage or disturbance done to the Burdened Land, the Grantor may rectify the damage or defect/s the cost of which is recoverable from the Grantee as a liquidated debt.
- 3.6 The Grantee must at its cost, obtain all permits, consents and approvals required at Law to use the Burdened Land in accordance with the easement.
- 3.7 Except to the extent permitted by this easement, the Grantee must not:
- (a) do or permit anything to be done on the Burdened Land which may cause any nuisance to any person in the vicinity of the Burdened Land;
 - (a) cause any rubbish or litter to be or accumulate on the Burdened Land; or

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- (b) allow any vehicle to remain on the Burdened Land so as to impede access to or across the Burdened Land.

3.8 The Grantee must:

- (a) comply with the Grantor's nominated procedures, protocols and other arrangements including any safety management plan, and its training and security requirements for the Burdened Land. The Grantee indemnifies the Grantor in respect of any reasonable costs, expense or charge incurred by the Grantor in providing such access to the Grantee pursuant to a procedure, protocol, arrangement or requirement under this clause 3.8;
- (b) undertake all site inductions requirements by the Grantor from time to time prior to accessing the Burdened Land;
- (c) comply, if required, with any applicable Corporate Safety Work Instruction required by the Grantor from time to time;
- (d) at all times contact the Control Room upon entry to and exiting the Burdened Land. The Grantee must leave the Burdened Land, on each occasion, secure upon exiting the Burdened Land.

3.9 If the Grantor does not comply with any of its obligations contained in this easement, then the Grantor may, in addition to any other rights it has at Law or in equity, upon giving reasonable notice (except in the case of an emergency in which case no notice is required):

- (a) perform any such obligations; and
- (b) do anything that is reasonably necessary to correct the breach,

and recover the cost of doing so from the Grantee as a liquidated debt payable on demand.

4. RIGHTS AND OBLIGATIONS OF GRANTOR

4.1 The Grantor must, subject to its requirement under clause 2.3:

- (a) not erect any building, structure, pipeline, road, fence, driveway or paving on the Burdened Land without the consent of the Grantee;
- (b) maintain and repair, and not change, any building, structure, pipeline, road, fence, driveway or paving on the Burdened Land (other than removing one erected on the Burdened Land in breach of this easement);
- (c) not alter the ground level of the Burdened Land or change its topography;
- (d) not plant trees on the Burdened Land;
- (e) not crop, dig or plough the Burdened Land;
- (f) exercise reasonable care to ensure that any Infrastructure installed on the Burdened Land by the Grantee from time to time is not damaged;
- (g) not trespass on any Infrastructure installed on the Burdened Land by the Grantee from time to time;
- (h) not cause a nuisance that adversely affects the Grantee's rights and powers under this easement or any Infrastructure installed on the Burdened Land by the Grantee from time to time;
- (i) promptly abate any such nuisance; and

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- (j) use the Grantor's best endeavours to prevent anyone else doing any of the things that the Grantor is required not to do under this easement and not allow anyone else to do any of those things.
- 4.2 In addition to the Grantor's requirements under clause 2.3, the Grantor is taken to have the consent of the Grantee to do a thing that would otherwise be in breach of clause 4.1(a) or 4.1(b) if:
 - (a) a development approval which is current under the *Planning Act 2016* and which attaches to the Burdened Land authorises the Grantor to do that thing; and
 - (b) the development approval was given by the Grantee as assessment manager under the *Planning Act 2016*; and
 - (c) the Grantor does that thing in accordance with the development approval.
- 4.3 The Grantor is responsible for the acts and omissions of anyone claiming through the Grantor (like tenants, licensees and mortgagees). An act or omission of any of those people is treated for the purposes of this easement as if it was an act or omission of the Grantor personally.
- 4.4 Subject to the terms of this easement including clause 2.3, the Grantor must indemnify and release the Grantee from any claim, action, loss, expense, proceeding or liability by the Grantor or anyone else arising from:
 - (a) the use or occupation of the Burdened Land as specified in clause 2.3;
 - (b) any act or omission of any person authorised by the Grantee on or affecting the Burdened Land or in any way relating to the Burdened Land or the Infrastructure on it from time to time;
 - (c) a breach by the Grantor of this easement; or
 - (d) the Grantor's negligence, except to the extent that the claim, action, loss, expense, proceeding or liability is a direct result of:
 - (i) a breach by the Grantee (or any authorised person of the Grantee) of this easement; or
 - (ii) the Grantee's negligence or negligence of any authorised person of the Grantee.
- 4.5 The Grantee is under no liability, under section 85B(2) of the *Land Title Act 1994* or section 366(2) of the *Land Act 1994* or otherwise, to contribute towards the cost of keeping the Burdened Land in a condition appropriate for enjoyment of this easement.
- 4.6 The operation of section 85B(2) of the *Land Title Act 1994* or section 366(2) of the *Land Act 1994* in respect of this easement is expressly excluded.
- 5. OTHER MATTERS**
 - 5.1 The Grantor promises the Grantee that the Grantor has full power to grant this easement and the rights and powers intended to be conferred by it.
 - 5.2 All Infrastructure and other things brought onto or installed on the Burdened Land by the Grantee from time to time will, as between the Grantor and the Grantee, remain the property of the Grantee.
 - 5.3 The Grantor must do all things reasonably required by the Grantee from time to time in order to:
 - (a) stamp or register this easement; and
 - (b) make sure that the Grantee is given all the rights and powers intended to be conferred by this easement.

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- 5.4 If the Burdened Land is subject to a registered mortgage at the time of the granting or registration of this easement, the Grantor must at the Grantor's own expense:
- (a) procure the written consent of the mortgagee to this easement (in a form registrable under the *Land Title Act 1994* if the Burdened Land is freehold or the *Land Act 1994* otherwise); and
 - (b) give the consent to the Grantee; and
 - (c) satisfy any conditions on which the mortgagee grants the consent.
- 5.5 If the Burdened Land is subject to a registered lease or caveat at the time of the granting or registration of this easement, the Grantor must at the Grantor's own expense:
- (a) procure the written consent of the lessee or caveator to this easement (in a form registrable under the *Land Title Act 1994* if the Burdened Land is freehold or the *Land Act 1994* otherwise); and
 - (b) give the consent to the Grantee; and
 - (c) satisfy any conditions on which the lessee or caveator grants the consent.
- 5.6 If the Burdened Land is subject to an unregistered lease at the time of the granting or registration of this easement, subject to clause 2.3, the Grantor promises the Grantee that:
- (a) the Grantor has the power to grant this easement without obtaining the consent of the lessee to this easement; or
 - (b) the Grantor will comply with subclause 5.5 as if the lease was a registered lease.

6. INSURANCE

- 6.1 The Grantee must effect and keep current the following insurance:
- (a) public liability insurance in respect of the Burdened Land, for an amount of not less than \$20 million in respect of any single claim; and
 - (b) workers' compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld) for all workers of the Grantee.
- 6.2 Evidence of currency of the insurances required by clause 6.1(a) must be provided to the Grantor within a reasonable time of the Grantor requesting same, unless such evidence has already been provided within the year prior to the date of the Grantor's request and remains current.
- 6.3 The parties acknowledge that the Grantee's obligation to insure under 6.1(a) will be satisfied if the insurances required to be effected are covered under any so-called global policy of insurance held by the Grantee by appropriate endorsement, and the interests of the Grantor are as protected as they would have been if the Grantee had complied with clause 6.1(a).
- 6.4 Evidence of currency of the insurances required by clause 6.1(a) must be provided to the Grantor prior to the date of this easement and whenever the Grantee's insurance policy is renewed.

7. RISK, RELEASE AND INDEMNITY

- (a) The Grantee and the Grantee's authorised persons access and use the Burdened Land at their own risk.
- (b) The Grantee releases and indemnifies the Grantor and the Grantor's authorised persons and agrees at all times to keep the Grantor and the Grantor's authorised persons indemnified in respect of any claim, action, loss, expense, proceeding or liability arising from the Grantee's and the Grantee's authorised

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persons access to and use of the Burdened Land, except to the extent caused by the negligence or wilful act or omission of the Grantor or the Grantor's authorised persons.

- (c) Each indemnity in this document is a continuing obligation, separate and independent from the other obligations of the parties under this easement and continues for a period of 6 years after the expiry or termination of this easement..
- (d) It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity conferred by this easement.

8. NOTICES

8.1 Each communication (including each notice, consent, approval, request and demand) under or in connection with this easement:

- (a) must be in writing;
- (b) must be:
 - (i) given or served in the manner prescribed by Section 347 of the *Property Law Act 1974*; or
 - (ii) addressed to the address notified by the person receiving the communication to the other party from time to time or their registered office;
- (c) must be signed by the party making it or (on that party's behalf) by the solicitor or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 8.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the expiration of 2 Business Days after the date of posting;
 - (ii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iii) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5:00 pm, it is taken to be received at 9:00 am on the next Business Day.

9. COSTS

- (a) Subject to clause 9(b), the Grantee and Grantor must pay their own costs (including legal costs) in relation to the preparation, negotiation, and execution of this Easement.
- (b) The Grantee must pay all stamp duty, registration fees, local government fees and survey fees in connection with this easement.

10. GENERAL PROVISIONS

- (a) This easement is governed by and is to be interpreted according to the laws in force in Queensland.
- (b) The parties submit to the non-exclusive jurisdiction of the courts operating in Queensland.

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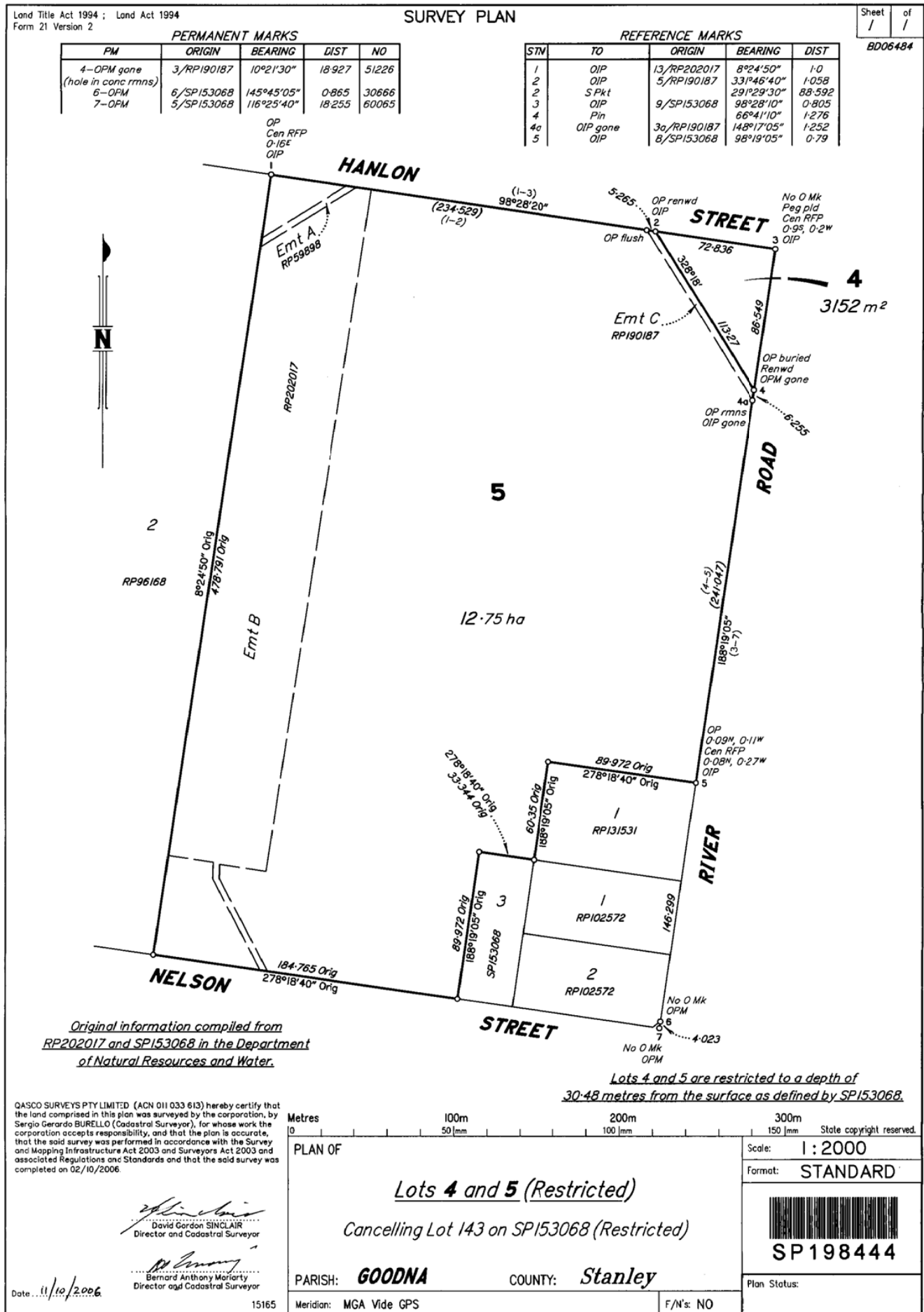
- (c) This easement may only be varied by a document amending the easement which is signed by or on behalf of each party and registered on title.

PLAN MUST BE DRAWN WITHIN BLUE LINES

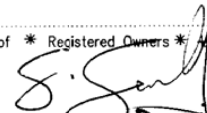
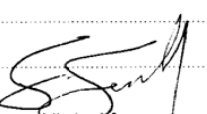
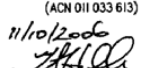


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BE 400 NT		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.																									
1. Certificate of Registered Owners or Lessees. I/We <u>The Coordinator - General</u>		5. Lodged by THE COORDINATOR-GENERAL PO Box 15009, CITY EAST QLD 4002 Phone: (07) 3227 8560 Acquisition@infrastructure.qld.gov.au Lodger Code 373 <small>(Include address, phone number, reference, and Lodger Code)</small>																									
(Names in full) * as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. * as Lessees of this land agree to this plan. Signature of * Registered Owners * Lessees  Damian Gould As delegate of The Coordinator-General under section 11 of the State Development and Public Works Organisation Act 1971		6. Existing <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>Title Reference</th><th>Lot</th><th>Plan</th><th>Lots</th><th>Emts</th><th>Road</th></tr></thead><tbody><tr><td>50422167</td><td>143</td><td>SP153068</td><td>4 and 5</td><td>-</td><td>-</td></tr></tbody></table> NIR: <u>IS FULLY SATISFIED</u> ENCUMBRANCE EASEMENT ALLOCATION <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>Easement</th><th>Lots to be Encumbered</th></tr></thead><tbody><tr><td>601119344</td><td>5</td></tr><tr><td>601252958</td><td></td></tr><tr><td>(Emt C on RP190187)</td><td>5</td></tr><tr><td>601651367</td><td></td></tr><tr><td>(Emt B on RP202017)</td><td>5</td></tr></tbody></table>		Title Reference	Lot	Plan	Lots	Emts	Road	50422167	143	SP153068	4 and 5	-	-	Easement	Lots to be Encumbered	601119344	5	601252958		(Emt C on RP190187)	5	601651367		(Emt B on RP202017)	5
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(Emt C on RP190187)	5																										
601651367																											
(Emt B on RP202017)	5																										
2. Local Government Approval. * <u>The Coordinator - General</u> hereby approves this plan in accordance with the : % <u>Section 3.7.8(1)(c) of the Integrated Planning Act 1997 applies to this plan and is exempt from local Government approval.</u> Dated this <u>sixteenth</u> day of <u>March 2009</u>  # Damian Gould As delegate of The Coordinator-General under section 11 of the State Development and Public Works Organisation Act 1971 * Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990		7. Portion Allocation : Por 143 4 and 5 Orig Lots 8. Map Reference : 9442-14321 9. Locality : BUNDAMBA 10. Local Government : IPSWICH C.C. 11. Passed & Endorsed : By : QASCO SURVEYS PTY LIMITED (ACN 011 033 613) Date : <u>11/10/2006</u> Signed :  Designation : LIAISON OFFICER																									
3. Plans with Community Management Statement : CMS Number : Name :		12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads. * Part of the building shown on this plan encroaches onto adjoining * lots and road Cadastral Surveyor/Director * Date * delete words not required 13. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$ 14. Insert Plan Number SPI98444																									

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ITEM: 6

SUBJECT: DISPOSAL OF COUNCIL FREEHOLD LAND - ACCESS RESTRICTION STRIP LOCATED AT LOT 717 HOOD STREET, KARALEE

AUTHOR: SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

DATE: 7 JUNE 2022

EXECUTIVE SUMMARY

This is a report concerning the partial disposal of freehold land for road purposes located at Lot 717 Hood Street, Karalee, described as Lot 717 on RP123085 (the Lot) owned by Ipswich City Council (Council). The Lot is described as an Access Restriction Strip (**ARS**) preventing the adjoining landowner legal access to their property.

RECOMMENDATION/S

- A. That Council declare part of the Access Restriction Strip located at Lot 717 Hood Street, Karalee, described as Lot 717 on RP123085 surplus to Council requirements and available for disposal for road purposes.
- B. That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation applies to the disposal of part of the Access Restriction Strip located at Lot 717 Hood Street, Karalee, described as Lot 717 on RP123085, to the State of Queensland (represented by the Department of Resources) ('DoR').
- C. That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of the disposal of the Access Restriction Strip described in recommendation B for road purposes.

RELATED PARTIES

There was no declaration of conflicts of interest

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

An ARS is a narrow strip of freehold land owned by Council that is designed to prevent adjoining landowners from having dual access to their properties.

The house located at 236-238 Junction Road, Karalee (the Property) has been built to front onto Tingira Avenue, with the Landowners using the constructed driveway access that traverses the ARS. The Landowner of the Property is unable to access the property from Junction Road due to the nature and curve of Junction Road impeding visibility for a safe entry and exit to and from the Property.

The Landowners are proposing to construct a shed within the Property and have been unable to proceed as they are required to obtain consent from Council to traverse the ARS.

The Landowners made an application for consent, which Council has investigated and advised the best solution would be a partial opening of the ARS as road.

Baird and Hayes Surveyors have drawn Survey Plan 334013 which illustrates that part of the ARS opened as road. Council as Landowner is required to provide a Form 18A General Consent (Titles Registry Form) to enable Survey Plan 334013 to be registered in the Titles Registry.

It has been identified that given the current access by the Landowners to the Property that the section of the ARS adjoining the Property should be considered surplus to Council's requirements.

It is noted that there is an anomaly with the current street address identifying the ARS as Lot 717 Hood Street, Karalee. The ARS is located on Tingira Drive and should be identified as Lot 717 Tingira Drive. This anomaly will be corrected for the balance of the ARS upon registration of the Survey Plan.

LEGAL/POLICY BASIS

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

Land Act 1994

Land Title Act 1994

Local Government Act 2009

Local Government Regulation 2012

Planning Act 2016

RISK MANAGEMENT IMPLICATIONS

Council has no use for the ARS. There will be no impact to Council if the recommendations to dispose of part of the ARS is not agreed by council resolution. However, the ARS will prohibit the Property Landowner from constructing a shed on the Property.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Section 51(2)(a) of the <i>Land Title Act 1994</i> allows for Freehold land to be opened as road by way of survey plan.

(b) What human rights are affected?	No human rights are affected by this decision to support the request to open Council owned Freehold land as road under Section 51(2)(a) of the <i>Land Title Act 1994</i> . Council has undertaken investigations and deemed the land surplus to Council's requirements. The decision by Council to open part of the ARS as road means that the underlying land tenure will transfer to the State – the State does not have human rights as it is not an individual; this decision will not affect human rights.
(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

There are no financial impacts to Council as the ARS is of no value and cannot be used for any purpose other than road. Council proposes to provide a signed Form 18A for lodgement of Survey Plan 334013. All costs will be borne by the Landowners which include preparation and lodgement of Survey Plan 334013 in the Titles Registry.

COMMUNITY AND OTHER CONSULTATION

Internal consultation was undertaken with Council's Planning and Regulatory Services Department. Advice received was that the access restriction strip is adjacent to road reserve (Tingira Avenue) which is unconstructed for a major part (approximately 385m of the 450m is unconstructed). It would be considered inappropriate to remove the whole of the access restriction strip to prevent a significant number of properties gaining access to unconstructed road reserve.

Several searches associated with due diligence for the disposal have been completed. The ARS is not on the Environmental Management Register nor the Contaminated Land Register. There is also no Aboriginal or Torres Straits Islander cultural heritage values in the area.




The cost of engaging a valuer to provide a valuation for the ARS would not be covered by the sale price of the land and is not considered viable.

It is proposed that Council declare the ARS surplus to be made available for road purposes.

CONCLUSION

It is recommended that Council approve the ARS to be opened for road purposes by way of survey plan. The survey plan will require lodgement in the Titles Registry by the Landowner.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Copy of Survey Plan SP334013 ↓ 
2.	Property Plan of ARS for Road Dedication ↓ 
3.	Title Search - 717RP123085 - Lot 717 Hood Street, Karalee (ARS) ↓ 
	CONFIDENTIAL
4.	Title Search - 54RP118898 - 236-238 Junction Road, Karalee (Adjoining Landowner)

Alicia Rieck

SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

I concur with the recommendations contained in this report.

Kerry Perrett

ACTING PROPERTY SERVICES MANAGER

I concur with the recommendations contained in this report.

Anthony Dunleavy

MANAGER, LEGAL AND GOVERNANCE (GENERAL COUNSEL)

I concur with the recommendations contained in this report.

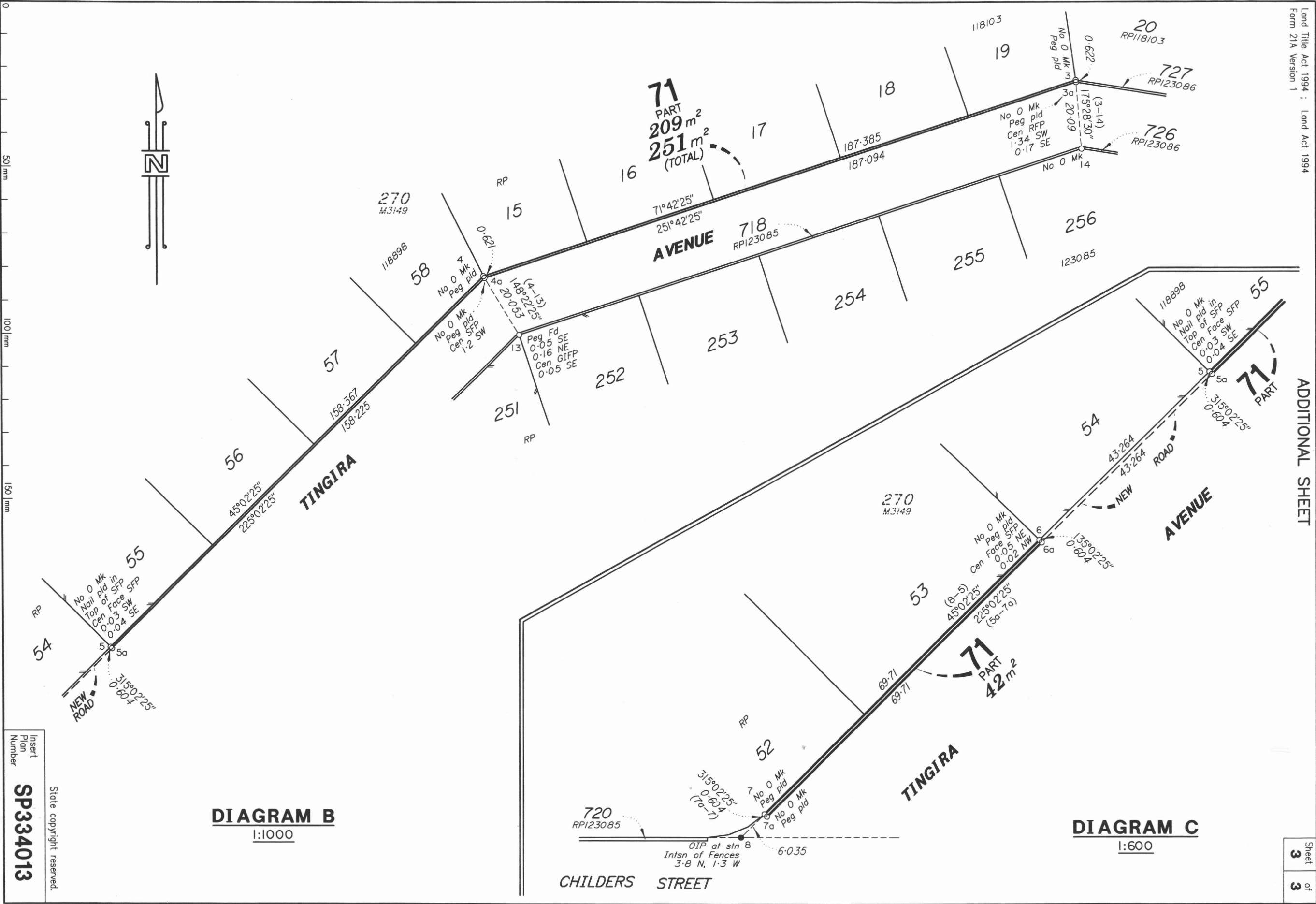
Jeffrey Keech

ACTING GENERAL MANAGER (CORPORATE SERVICES)

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Land Title Act 1994 ; Land Act 1994 Form 21B Version 2		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.			Sheet 2	of 3
(Dealing No.)		4. Lodged by				
		(Include address, phone number, reference, and Lodger Code)				
1. Existing		Created				
Title Reference	Description	New Lots	Road	Secondary Interests		
14517032	LOT 717 ON RPI23085	71	New Rd.	_____		
<div>REINSTATEMENT REPORT</div> <div><div>• Line 1–3 was used for Datum, reinstated by original marks at stations 1, 15, 16 & 18. 1–3 equals deed distance as shown by previous surveys.</div><div>• Station 8 is fixed by the OIP there. A straight line adjustment was performed between stations 3 & 8 to fix station 4. There is 57mm excess from 3 to 4, and 82mm excess from 4 to 8, which was proportioned to fix stations 5 & 6.</div><div>• The alignment is confirmed by line 10–11 being parallel to 4–8 at deed road width.</div></div>						
71		Por 32A				
Lots		Orig				
2. Orig Grant Allocation :		5. Passed & Endorsed :				
3. References :		By : Peter Cornelius Henry Date : 2/6/22 Signed : <i>Peter Henry</i> Designation : Cadastral Surveyor				
Dept File : Local Govt : Surveyor : 14552/2		6. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road. * Part of the building shown on this plan encroaches onto adjoining * lots and road Cadastral Surveyor/Director * Date *delete words not required				
		7. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$ 8. Insert Plan Number SP334013				





Ipswich City Council

PO Box 191
IPSWICH QLD 4305
Australia

Telephone

(07) 3810 6666

Fax

(07) 3810 6731

Email

council@ipswich.qld.gov.au

Web

www.ipswich.qld.gov.au

Business Hours

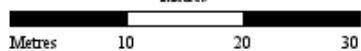
8:00am - 4:30pm (Mon - Fri)

Part of ARS to Be Opened as Road



Scale 1:581

Metres



Printed Date: 28 Jun 2022



INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 10/06/2022 10:48

Title Reference: 14517032
Date Created: 13/11/1970

Previous Title: 14219190

REGISTERED OWNER

Dealing No: 704758607 14/05/2001

IPSWICH CITY COUNCIL

ESTATE AND LAND

Estate in Fee Simple

LOT 717 REGISTERED PLAN 123085
Local Government: IPSWICH

For depth restrictions refer to Plan RP 123085

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 13976175 (POR 32A)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

Doc ID No: A8127649

ITEM: 7

SUBJECT: DISPOSAL OF COUNCIL FREEHOLD LAND - ACCESS RESTRICTION STRIP LOCATED AT 6001 DE GRAAF STREET AND PART OF LOT 105 UNNAMED ROAD, BELLBIRD PARK

AUTHOR: SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

DATE: 20 June 2022

EXECUTIVE SUMMARY

This is a report concerning the disposal of freehold land for road purposes located at 6001 De Graaf Street and Lot 105 Unnamed Road, Bellbird Park described as Lot 119 on SP284850 and Lot 105 on SP276503. Both lots, owned by Ipswich City Council (Council), are identified as Access Restriction Strips (**ARS**) and are proposed to be opened as road as part of a Development Application 18909/2021/RAL (the "Development Application") to reconfigure a lot.

RECOMMENDATION/S

- A. That Council declare the Access Restriction Strips located at 6001 De Graaf Street and Lot 105 Unnamed Road, Bellbird Park, described as Lot 119 on SP284850 and Lot 105 on SP276503, surplus to Council requirements and available for disposal for road purposes.
- B. That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation apply to the disposal of the Access Restriction Strip located at 6001 De Graaf Street and Lot 105 Unnamed Road, Bellbird Park, described as Lot 119 on SP284850 and Lot 105 on SP276503, to the State of Queensland (represented by the Department of Resources (DoR)).
- C. That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of disposal of the Access Restriction Strip described in Recommendation B for road purposes.

RELATED PARTIES

There was no declaration of conflicts of interest

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

An ARS is a narrow strip of freehold land owned by Council designed to prevent adjoining landowners from having dual access to their properties.

The ARS located at 6001 De Graaf Street and Lot 105 Unnamed Road, Bellbird Park, currently prevents the adjoining landowners from having dual access to their properties at 36-38 and 40-42 Rosemary Street, Bellbird Park.

Council has received a request for owner's consent as a part of the Development Application to allow the ARS to be opened as road to facilitate adjoining landowners at 6001 De Graaf Street and Lot 105 Unnamed Road, Bellbird Park to hold dual access to their properties at 36-38 and 40-42 Rosemary Street, Bellbird Park, respectively.

The Development Application will be processed under the requirements of the *Planning Act 2016* and if approved, the survey plan will show the reconfigured lots with the ARS opened as road.

LEGAL/POLICY BASIS

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

Land Title Act 1994

Local Government Act 2009

Local Government Regulation 2012

Planning Act 2016

RISK MANAGEMENT IMPLICATIONS

There will be no impact to Council if the recommendations to dispose of the ARS is not resolved. However, the ARS will prohibit the adjoining landowners from having dual access to facilitate the proposed development.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Recommendations ABC states Council will resolve in accordance with Section 51 of the <i>Land Title Act 1994</i> for Council Freehold Land to be opened as road by way of survey plan.
(b) What human rights are affected?	No human rights are affected by this decision to support the request to open Council owned freehold land, as road, under the <i>Land Title Act 1994</i> . Council has undertaken investigations and deems the land surplus to Council requirements. The decision by Council to open the ARS as road means that the underlying land tenure will be transferred to the State - the

	State does not have human rights as it is not an individual; this decision will not affect human rights. End of assessment.
(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

There are no financial impacts to Council as the ARS is of no value and cannot be used for any other purpose other than road. Council proposes to provide the Owner's Consent to make the Development Application properly made, in accordance with the requirements of the *Planning Act 2016*.

COMMUNITY AND OTHER CONSULTATION

Internal consultation was undertaken with Council's Infrastructure and Environment Department (Transport Planning, Asset Management and Open Space and Facilities). All internal stakeholders have advised that they have no objections to the disposal of the land for road purposes.

Internal consultation was also undertaken with Council's Planning and Regulatory Services Department who advised that the Development Application will be fully assessed under the requirements of the *Planning Act 2016* and the proposed road opening will be included in that assessment.



Several searches associated with due diligence for the disposal have been completed. The ARS is not on the Environmental Management Register or the Contaminated Land Register. There is also no Aboriginal or Torres Strait Islander cultural heritage values in the area.

The cost of engaging a valuer to provide a valuation for the ARS would not be covered by the sale price of the land and is not considered viable.

CONCLUSION

It is recommended that Council declare the ARS surplus to its requirements and dedicated as road, by way of a survey plan as part of the Development Approval. The survey plan will require lodgement in the Titles Registry by the Landowner/Applicant of the Development Applicant.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Title 119SP284850 - ARS - 6001 De Graaf Street, Bellbird Park ↓ 
2.	Title 105SP276503 - ARS - Lot 105 Unnamed Road, Bellbird Park ↓ 
	CONFIDENTIAL
3.	2157-D5A Proposed Plan of Subdivision - 36-38 & 40-42 Rosemary Street, Bellbird Park
4.	Title 212RP118973 - 36-38 Rosemary Street, Bellbird Park
5.	Title 211RP118973 - 40-42 Rosemary Street, Bellbird Park

Alicia Rieck

SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

I concur with the recommendations contained in this report.

Kerry Perrett

ACTING PROPERTY SERVICES MANAGER

I concur with the recommendations contained in this report.

Anthony Dunleavy

MANAGER, LEGAL AND GOVERNANCE (GENERAL COUNSEL)

I concur with the recommendations contained in this report.

Jeffrey Keech

ACTING GENERAL MANAGER (CORPORATE SERVICES)

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INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 02/06/2022 11:42

Title Reference: 51054746

Date Created: 07/09/2016

Previous Title: 15243169

REGISTERED OWNER

Dealing No: 717482392 31/08/2016

IPSWICH CITY COUNCIL

ESTATE AND LAND

Estate in Fee Simple

LOT 119 SURVEY PLAN 284850

Local Government: IPSWICH

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 14092011 (POR 97)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 02/06/2022 11:40

Title Reference: 51099890
Date Created: 20/06/2017

Previous Title: 15225072

REGISTERED OWNER

Dealing No: 718088790 15/06/2017

IPSWICH CITY COUNCIL

ESTATE AND LAND

Estate in Fee Simple

LOT 105 SURVEY PLAN 276503
Local Government: IPSWICH

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 14092011 (POR 97)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

Doc ID No: A8130618

ITEM: 8

SUBJECT: DISPOSAL OF PART OF COUNCIL FREEHOLD LAND LOCATED AT 7006
PANORAMA DRIVE, SPRINGFIELD

AUTHOR: SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

DATE: 21 June 2022

EXECUTIVE SUMMARY

This is a report concerning the disposal of part of land for road purposes located at 7006 Panorama Drive, Springfield, described as Lot 9998 on SP236942, being Council freehold land held in Trust for drainage and future road purposes.

RECOMMENDATION/S

- A. That Council declare part of the freehold land located 7006 Panorama Drive, Springfield, described as Lot 9998 on SP236942, surplus to Council requirements and available for disposal for road purposes.
- B. That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation applies to the disposal of part of the freehold land at 7006 Panorama Drive, Springfield, described as Lot 9998 on SP236942, to the State of Queensland (Represented by the Department of Resources (DoR)).
- C. That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of disposal of part of the freehold land described in recommendation B, for road purposes.

RELATED PARTIES

There was no declaration of conflicts of interest

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

Lot 9998 on SP236942 is Council freehold land held in trust for drainage and future road purposes.

RPS Group are preparing to make an application under the Springfield Area Development Plan (**SADP**) seeking development approval to Reconfigure a Lot (**RAL**) described as Lot 9999

on SP292760 located at 7001 Mur Boulevard, Springfield, for the purpose of creating seven (7) management lots to facilitate future residential subdivision.

Under the RAL, part of Lot 9998 on SP236942 is proposed to be opened as Road to be a continuation of Panorama Drive, Springfield to allow access to the future development site.

LEGAL/POLICY BASIS

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

Land Title Act 1994

Local Government Act 2009

Local Government Regulation 2012

Planning Act 2016

RISK MANAGEMENT IMPLICATIONS

In providing approval for the area of freehold land to be opened as road, Council is ensuring that the future development under the SADP may proceed.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Section 51 of the <i>Land Title Act 1994</i> allows for freehold land to be opened as road by way of survey plan.
(b) What human rights are affected?	No human rights are affected by this decision to support the request to open Council freehold land as road under the <i>Land Title Act 1994</i> . Council has undertaken investigations and deems the land surplus to Council requirements. The decision by Council to open part of the freehold land as road means that the underlying tenure will transfer to the State – the State does not have human rights as it is not an individual; this decision will not affect human rights.
(c) How are the human rights limited?	No 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

There are no financial impacts to Council as the freehold land is required for road purposes for access to a future residential development site. All costs associated with the development application will be paid by the applicant.

COMMUNITY AND OTHER CONSULTATION

Internal consultation was undertaken with Council's Infrastructure and Environment Department (Transport Planning, Asset Management and Open Space and Facilities). All internal stakeholders have advised that they have no objections to the disposal of the land for road purposes.




Internal consultation was also undertaken with Council's Planning and Regulatory Services Department, who advised that the Development Application will be fully assessed under the requirements of the *Planning Act 2016* and the proposed road opening will be included in that assessment.

Several searches associated with due diligence for the disposal have been completed. Council's freehold land is not on the Environmental Management Register or the Contaminated Land Register. There is also no Aboriginal or Torres Strait Islander cultural heritage values in the area.

CONCLUSION

It is recommended that Council approve the area of freehold land to be opened for road purposes by way of Planning Approval under the SADP which will include a survey plan showing the area as road. The survey plan will require lodgement in the Titles Registry by the applicants.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	148947-04C - Plan of Proposed Subdivision ↓ 
2.	Title 9998SP236942 - 7006 Panorama Drive, Springfield ↓ 
3.	Dealing 719439151 - Trust Document - Lot 9998 on SP236942 ↓ 

Alicia Rieck

SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

I concur with the recommendations contained in this report.

Kerry Perrett

ACTING PROPERTY SERVICES MANAGER

I concur with the recommendations contained in this report.

Anthony Dunleavy

MANAGER, LEGAL AND GOVERNANCE (GENERAL COUNSEL)

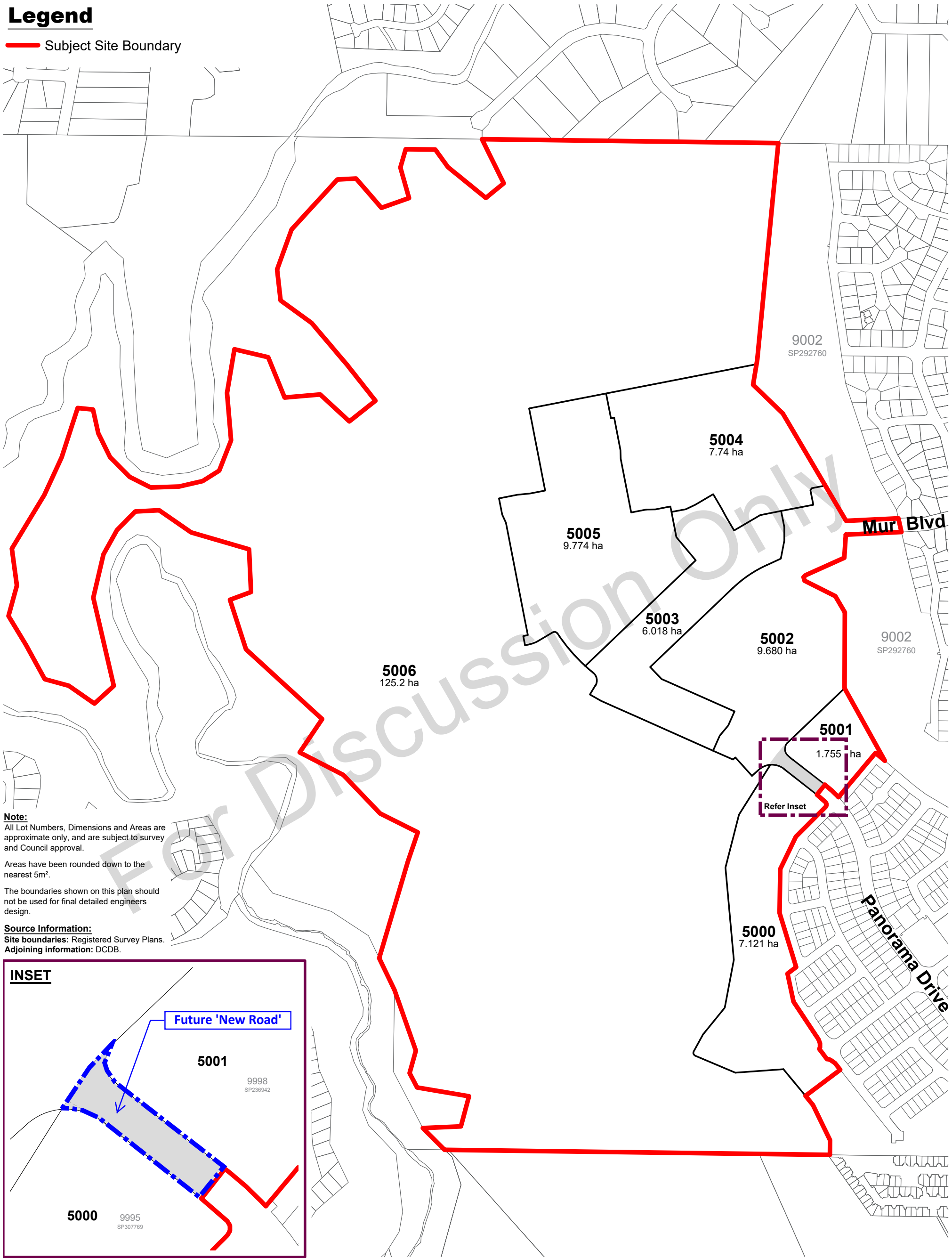
I concur with the recommendations contained in this report.

Jeffrey Keech
ACTING GENERAL MANAGER (CORPORATE SERVICES)

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Legend

Subject Site Boundary

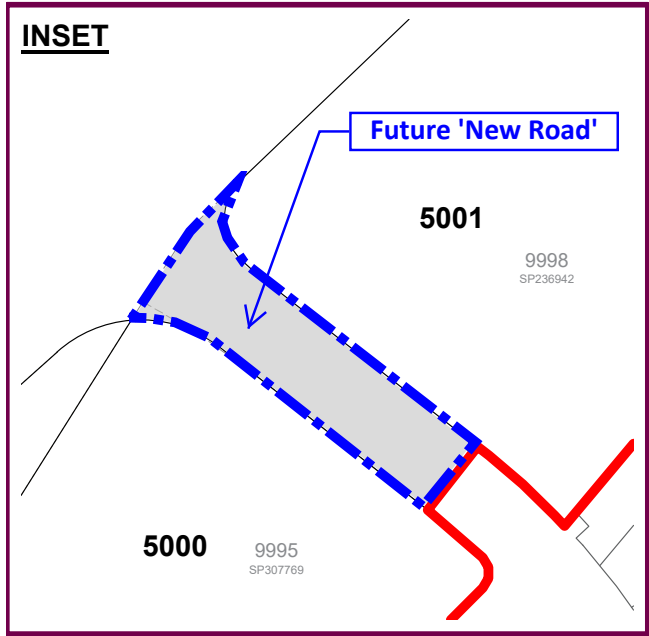


Note:
All Lot Numbers, Dimensions and Areas are approximate only, and are subject to survey and Council approval.

Areas have been rounded down to the nearest 5m².

The boundaries shown on this plan should not be used for final detailed engineers design.

Source Information:
Site boundaries: Registered Survey Plans.
Adjoining information: DCDB.



PLAN REF: 148947 – 04

Rev No: C

DATE: 30 May 2022

CLIENT: Stockland

DRAWN BY: WNW

CHECKED BY: DG

04080120160200

1 : 4,000 @ A3

SPRINGVIEW
Proposed Management Subdivision
Cancelling Lot 9999 on SP292760,
Lot 9998 on SP236942 & Lot 9995 on SP307769

URBAN DESIGN
Level 4 HQ South
520 Wickham Street
PO Box 1559
Fortitude Valley QLD 4006
T +61 7 3539 9500
W rpsgroup.com



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Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51185931	Search Date:	23/05/2022 15:48
Date Title Created:	05/06/2019	Request No:	41137947
Previous Title:	51115954, 51185892		

ESTATE AND LAND

Estate in Fee Simple

LOT 9998 SURVEY PLAN 236942
Local Government: IPSWICH

REGISTERED OWNER

Dealing No: 719439151 04/06/2019

IPSWICH CITY COUNCIL TRUSTEE
UNDER INSTRUMENT 719439151

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10344236 (POR 41)
2. EASEMENT No 718283092 19/09/2017 at 16:16
Benefiting
PART OF THE LAND FORMERLY LOT 9997 ON SP306698 OVER EASEMENT
B ON SP292760

ADMINISTRATIVE ADVICES

NIL

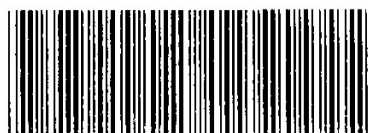
UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Item 8 / Attachment 3.



719439151
\$187.00
\$187.00
04/06/2019 08:57

BE 235

Client No: 1051304 Duties Act 2001
Transaction No: 517-610-978
Duty Paid \$: Nil ☐ Exempt
UTIS: -
Date: 31/5/19 Signed: [Signature]

1. Interest being transferred (if shares show as a fraction)

FEE SIMPLE

Note: A Form 24 - Property Information (Transfer) must be attached to this Form where interest being transferred is "fee simple" (Land Title Act 1994), "State leasehold" (Land Act 1994) or "Water Allocation" (Water Act 2000).

Lodger (Name, address, E-mail & phone number) **Lodger Code**

City & Suburban Agencies 425

2. Lot on Plan Description

LOT 9998 ON SURVEY PLAN 236942

Title Reference

TO ISSUE FROM 51115954 & P.C.

3. Transferor

STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835

4. Consideration

\$1.00 AND IN SATISFACTION OF A CONDITION OF A DEVELOPMENT APPROVAL UNDER SECTION 60 OR 286 OF THE PLANNING ACT 2016

5. Transferee

Given names

Surname/Company name and number

(include tenancy if more than one)

IPSWICH CITY COUNCIL AS TRUSTEE

6. Transfer/Execution The Transferor transfers to the Transferee the estate and interest described in item 1 for the consideration and in the case of monetary consideration acknowledges receipt thereof. The Transferor declares that the information contained in items 3 to 6 on the attached Form 24 is true and correct. The Transferee states the information contained in items 1, 2, 4 to 6 on the attached Form 24 is true and correct. Where a solicitor signs on behalf of the Transferee the information in items 1, 2, 4 to 6 on Form 24 is based on information supplied by the Transferee.

NOTE: Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994.

Separate executions are required for each transferor and transferee. Signatories are to provide to the witness, evidence that they are the person entitled to sign the instrument (including proof of identity).

[Signature]

Nicholas Stephen Casey
Solicitor

Stockland Development Pty Ltd
A.C.N 000 064 835 by its Attorney
under Power of Attorney
No. 718751806 who certifies that they
have not received revocation of the
Power of Attorney

Pauline Yvonne Barton, Regional Manager

~~STOCKLAND DEVELOPMENT PTY LTD
ACN 000 164 835 by its Attorney David
Sergio William Laner Acting General
Manager Queensland Residential under
Power of Attorney No. 717162195 who
certifies that he has not received revocation
of the Power of Attorney~~

[Signature]

Witnessing Officer (signature, full name & qualification)

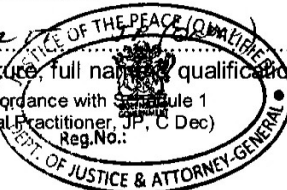
29/5/19
Execution Date

Transferor's Signature

[Signature]

Witnessing Officer (signature, full name & qualification)

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



29/05/2019
Execution Date

[Signature]

*Mayor/*Authorised Councillor
*Chief Executive Officer/*Delegated Officer
Mitchell Grant
ACTING DEVELOPMENT PLANNING
MANAGER
for IPSWICH CITY COUNCIL

*Transferee's or Solicitor's Signature

*Note: A Solicitor is required to print full name if signing on behalf of the Transferee and no witness is required in this instance

Title Reference [TO ISSUE FROM 51116954 &]

1. Authority for the Trust

- ☐ Trust Document(s) creating the Trust (e.g. Trust Deed and any amending Deed(s) or Will)
- ☒ Schedule of Trusts (complete Item 2)

2. Schedule of Trusts Details (only complete if "Schedule of Trusts" is selected in Item 1)

1. Declaration of Trust

- 1.1 It is declared that the land in item 2 of the Form 1 Transfer ("**Land**") is to be held by the transferee ("**Council**") on trust for use for any or all of the Trust Purposes.
- 1.2 The "**Trust Purposes**" are either or both of:
- (a) Drainage Reserve Purposes;
 - (b) Future Road Purposes.
- 1.3 "**Drainage Reserve Purposes**" means:
- (a) drainage purposes, including:
 - (i) use as a detention basin or a retention basin;
 - (ii) passing or conveying of water (including stormwater) from, to, under, through or across the Land through pipes, channels, overland flow or by any other means; and
 - (iii) purposes or functions incidental to any or all of the above, such as holding the Land available for any or all of those purposes and using the Land for the construction of drainage infrastructure;
 - (b) use as a park, public gardens or public recreation space, or for leisure or other recreational facilities.
- 1.4 "**Future Road Purposes**" means:
- (a) the use of the Land for access to any land adjoining the Land which is owned or occupied by Council in its own right or as trustee of this same trust or some other trust;
 - (b) the construction, placement, modification, extension, repair, maintenance and use on the Land of any infrastructure, works or thing:
 - (i) that Council could place or undertake on the Land, or authorise to be placed or undertaken on the Land, if it was a road under the control of Council as a local government;
 - (ii) that forms part of a road, including structures forming part of the road and materials from which the road is made;
 - (iii) to facilitate the operation or use of land as a road; or
 - (iv) to protect a road or something else mentioned in subparagraph 1.4(b)(i), 1.4(b)(ii) or 1.4(b)(iii);
 - (c) the dedication of the Land or any part of it as a road:
 - (i) on one occasion or on multiple occasions; and
 - (ii) on each occasion, using the method described in section 51(2)(a) of the *Land Title Act 1994*, the method described in section 54 of that Act, or some other method known to law.
- 1.5 However, for all purposes, Council will be taken to be the owner of the Land.

2. Terms

- 2.1 Council must maintain and manage the Land and any improvements on the Land consistent with achieving the purpose of the trust. Council may take all action necessary for the maintenance and management of the Land.
- 2.2 Council may make and enforce local laws for the use of the Land and any improvements on the Land.
- 2.3 Council must comply with all relevant laws in relation to the exercise of its powers as trustee of the Land.

Title Reference [TO ISSUE FROM 51115054 &]

3. Powers

- 3.1 As trustee of the Land, Council has all the powers conferred on trustees by the *Trusts Act 1973*, any other statute and the general law.
- 3.2 As trustee of the Land, Council has the power to dedicate the Land to public use for any or all of the Trust Purposes under section 51 of the *Land Title Act 1994*.
- 3.3 In addition, Council has the powers to:
- (a) grant easements (including easements in gross) burdening the Land; and
 - (b) accept the grant of easements benefiting the Land; and
 - (c) grant leases, licences and other occupancy or usage interests or rights affecting the Land; and
 - (d) dedicate a part of the Land to public use under section 51 of the *Land Title Act 1994*; and
 - (e) transfer a part of the Land to a constructing authority under the *Acquisition of Land Act 1967* for a public purpose for which land can be taken under that Act (including by way of an agreement under section 15 of that Act); and
 - (f) reconfigure or participate in or authorise the reconfiguration of the Land in connection with or for the purpose of exercising any of the preceding powers; and
 - (g) deal with itself, either in the same capacity as the capacity in which it holds the Land as trustee or in some other capacity, in exercising any of the preceding powers,
- unless the result or purpose, or a result or purpose, of exercising the power would be that:
- (h) all or substantially all of the Land is sold or disposed of; or
 - (i) the Land can no longer be practically used for the Trust Purposes; or
 - (j) the Land no longer has the character of land held on trust for the Trust Purposes; or
 - (k) the basic nature of the trust created by this Schedule would be destroyed.
- 3.4 If Council dedicates or transfers a part of the Land under paragraph 3.3(d) or 3.3(e):
- (a) any consideration or compensation received by Council for the dedication or transfer is impressed by the same trust as the trust on which Council holds the Land; and
 - (b) a reference in this Schedule to the Land is taken to be a reference to such of the Land as remains after the dedication or transfer.

4. General

- 4.1 The transferor declares that it has a general charitable intention in creating the trust under this Schedule.
- 4.2 Nothing in this Schedule is intended to prevent or restrict a court from exercising any jurisdiction conferred by the *Trusts Act 1973*, under its inherent jurisdiction or otherwise, including a court's jurisdiction to:
- (d) make a cy-près scheme; or
 - (e) make an administrative scheme; or
 - (f) make an order conferring a power on Council or sanctioning the exercise of a power by Council; or
 - (g) make an order approving any arrangement varying or revoking the trust or enlarging the powers of Council as trustee; or
 - (h) give directions to Council as trustee.
- 4.3 A reference in this Schedule to a specific statute or statutory provision is to be taken to include a reference to:
- (a) the statute or provision as amended, re-enacted, renumbered or relocated from time to time; and
 - (b) if the statute or provision is repealed – the statute or statutory provision which deals with the same or most closely similar subject matter; and
 - (c) any regulation or other statutory instrument or subordinate legislation under the original statute or provision or under a statute or provision referred to in paragraph (a) or (b).

Title Reference [TO ISSUE FROM 51115954 & ~~FROM 51115954 &~~]

- 4.4 The law of Queensland applies to this Schedule.
- 4.5 If the whole or any part of a provision of this Schedule is void, unenforceable or illegal in Queensland, it is severed from this Schedule. The remainder of this Schedule has full force and effect and the validity or enforceability of the remaining provisions is not affected. This clause has no effect if the severance alters the basic nature of this Schedule or is contrary to public policy.

3. Name of Trust (if applicable)

[UNNAMED TRUST]

4. Date of Creation of Trust (leave blank if "Schedule of Trusts" is selected in Item 1)

5. Beneficiaries (or if applicable – the charitable purpose of a charitable trust)

Drainage purposes, including:

- (i) use as a detention basin or a retention basin;
- (ii) passing or conveying of water (including stormwater) from, to, under, through or across the Land through pipes, channels, overland flow or by any other means; and
- (iii) purposes or functions incidental to any or all of the above, such as holding the Land available for any or all of those purposes and using the Land for the construction of drainage infrastructure

Use as a park, public gardens or public recreation space, or for leisure or other recreational facilities

The use of the Land for access to any land adjoining the Land which is owned or occupied by Council in its own right or as trustee of this same trust or some other trust

The construction, placement, modification, extension, repair, maintenance and use on the Land of any infrastructure, works or thing:

- (i) that Council could place or undertake on the Land, or authorise to be placed or undertaken on the Land, if it was a road under the control of Council as a local government;
- (ii) that forms part of a road, including structures forming part of the road and materials from which the road is made;
- (iii) to facilitate the operation or use of land as a road; or
- (iv) to protect a road or something else mentioned in subparagraph (i), (ii) or (iii);

The dedication of the Land or any part of it as a road:

- (i) on one occasion or on multiple occasions; and
- (ii) on each occasion, using the method described in section 51(2)(a) of the *Land Title Act 1994*, the method described in section 54 of that Act, or some other method known to law

6. Trustees

IPSWICH CITY COUNCIL


Title Reference [TO ISSUE FROM 51115954 &]

7. Declaration

The Trustee states that:

1. the information contained in this Form 20 – Trust Details Form is true and correct; and
2. where applicable – any change in Trustee(s) is authorised by the Trust Document, the *Trusts Act 1973* or another authorising law; and
3. any applicable duty under the *Duties Act 2001* has been accounted for.

Where a Solicitor signs on behalf of a Trustee the Solicitor makes the above statements either from their own personal knowledge or from information supplied by the Trustee.

Signer Role	TRUSTEE, IPSWICH CITY COUNCIL, BY ITS AUTHORISED DELEGATE UNDER THE <i>LOCAL GOVERNMENT ACT 2009</i>
Signer's Full Name	Brett John Davey
Signature	
Date	24/5/19

Title Reference [To issue]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 1 – Transfer

Name of authorised person or solicitor: Nick Casey

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):
Stockland Development Pty Ltd

Item/s being altered or corrected: Item 2

Details of alteration or minor correction: Amend to read "to issue" only. The lot being transferred is part of multiple titles, one of which has not currently registered at time of lodgement.
Inserting parent title references may cause confusion and result in requisition if one of the parent titles has been cancelled at the time of review.

Party represented (where signed by solicitor): Stockland Development Pty Ltd



Nicholas Stephen Casey
Solicitor

Authorised person's or Solicitor's Signature

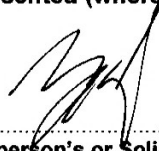
Name of authorised person or solicitor: Nick Casey

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):
Stockland Development Pty Ltd

Item/s being altered or corrected: Item 6

Details of alteration or minor correction: Deletion of incorrect power of attorney clause

Party represented (where signed by solicitor): Stockland Development Pty Ltd



Nicholas Stephen Casey
Solicitor

Authorised person's or Solicitor's Signature

Title Reference [To issue]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 20 – Trust Declaration

Name of authorised person or solicitor: Nick Casey

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):
Stockland Development Pty Ltd

Item/s being altered or corrected: Title reference

Details of alteration or minor correction: Amend to read "to issue" only. The lot being transferred is part of multiple titles, one of which has not currently registered at time of lodgement.
Inserting parent title references may cause confusion and result in requisition if one of the parent titles has already been cancelled at the time of review.

Party represented (where signed by solicitor): Stockland Development Pty Ltd



Nicholas Stephen Casey
Solicitor

.....
Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

.....
Authorised person's or Solicitor's Signature

Doc ID No: A8149165

ITEM: 9

SUBJECT: DISPOSAL OF COUNCIL FREEHOLD LAND - ACCESS RESTRICTION STRIP LOCATED AT LOT 3 MT CROSBY ROAD, CHUWAR

AUTHOR: SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

DATE: 29 JUNE 2022

EXECUTIVE SUMMARY

This is a report concerning the disposal of freehold land for road purposes located at Lot 3 Mt Crosby Road, Chuwar, described as Lot 3 on SP118671 owned by Ipswich City Council (Council). Lot 3 on SP118671 is identified as an Access Restriction Strip (ARS) and is preventing the adjoining landowner from making an application to the Department of Resources (DoR) for permanent road closure.

RECOMMENDATION/S

- A. That Council declare the Access Restriction Strip located at Lot 3 Mt Crosby Road, Chuwar, described as Lot 3 on SP118671, surplus to Council's requirement and available for disposal for road purposes.
- B. That Council resolve pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation) that the exception referred to in section 236(1)(b)(i) of the Regulation apply to the disposal of the Access Restriction Strip located at Lot 3 Mt Crosby Road, Chuwar, described as Lot 3 on SP118671, to the State of Queensland (represented by the Department of Resources ('DoR')).
- C. That Council resolve under section 257(1)(b) of the *Local Government Act 2009* to delegate the power to the Chief Executive Officer, to be authorised to negotiate and finalise the terms of disposal of the Access Restriction Strip described in recommendation A & B for road purpose.

RELATED PARTIES

There was no declaration of conflicts of interest

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

An ARS is a narrow strip of freehold land owned by Council, designed to prevent adjoining landowners from having dual access to their properties.

The ARS located at Lot 3 Mt Crosby Road, Chuwar currently prevents the adjoining landowner (the applicants) from having dual access to their property located at 1-15 Junction Road, Chuwar.

Council has received a request from the applicants for the signing of a DoR Part C application form for permanent road closure. The application is made under section 99 of the *Land Act 1994*, which provides that a public utility provider or an adjoining landowner for the road may apply for the permanent road closure.

Council is the adjoining landowner as the ARS which joins the unformed road that the applicants wish to purchase from the State.

Prior to Council providing the signed Part C application, Council, by way of a Form 14 General Request, can dedicate the whole of the ARS as road and the applicant will be responsible for lodgement of this Form in the Titles Registry.

The ARS is currently in a natural state and is not providing a benefit to Council or to the adjoining landowners and can be considered surplus to Council's requirement.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:
Land Act 1994

Local Government Act 2009

Local Government Regulation 2012

Local Government Regulation 2012

Planning Act 2016

RISK MANAGEMENT IMPLICATIONS

Council has no use for the ARS. There will be no impact to Council if the recommendations to dispose of the ARS are not resolved. However, the ARS will prohibit the adjoining landowners from purchasing the unformed road from DoR.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Section 54(1) of the <i>Land Title Act 1994</i> allows for freehold land to be opened as road by way of dedication notice (Form 14 General Request).
(b) What human rights are affected?	No human rights are affected by this decision to support the request to open Council owned freehold land as road under the <i>Land Title Act 1994</i> . Council has undertaken investigation and deems the land surplus to council requirements. The decision by Council to open the ARS as road means that the underlying land tenure will transfer to the State – the State does not have

	human rights as it is not an individual; this decision will not affect human rights.
(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

There are no financial impacts to Council as the ARS is of no value and cannot be used for any purpose other than road. Council proposes to provide a signed Form 14 General Request to enable Lot 3 on SP118671 to be opened as road. All costs will be borne by the applicants which include the lodgement of the Form 14 General Request in the Titles Registry.

COMMUNITY AND OTHER CONSULTATION

Internal consultation was undertaken with Council's Infrastructure and Environment Department (Transport Planning, Asset Management and Open Space & Facilities). All internal stakeholders have advised that they have no objections to the disposal of the land for road purpose.

Internal consultation was also undertaken with Council's Planning and Regulatory Services Department and the advice received was that the action to open road does not fall under the definitions of Reconfiguring a Lot application, therefore planning approval was not required.

DoR confirmed that once the ARS is opened as road, then the application for permanent road closure falls under the requirements of the *Land Act 1994*.



Several searches associated with due diligence for the disposal have been completed. The ARS is not on the Environmental Management Register or the Contaminated Land Register. There is also no Aboriginal or Torres Strait Islander cultural heritage values in the area.

The cost of engaging a Valuer to provide a valuation for the ARS would not be covered by the sale price of the land and is not considered viable.

CONCLUSION

It is recommended that Council approve the ARS to be opened for road purposes by way of Form 14 General Request. The Form 14 will be required to be lodged in the Titles Registry by the applicant.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Title Search 3SP118671 - Lot 3 Mt Crosby Road, Chuwar (ARS) ↓ 
2.	Property Plan - ARS and Proposed Road Closure ↓ 
	CONFIDENTIAL
3.	Proposed Development Scheme (003) - Proposed Road Closure
4.	Title Search 1SP118671 (Applicant)

Alicia Rieck

SENIOR PROPERTY OFFICER (ACQUISITIONS AND DISPOSALS)

I concur with the recommendations contained in this report.

Kerry Perrett

ACTING PROPERTY SERVICES MANAGER

I concur with the recommendations contained in this report.

Anthony Dunleavy

MANAGER, LEGAL AND GOVERNANCE (GENERAL COUNSEL)

I concur with the recommendations contained in this report.

Jeffrey Keech

ACTING GENERAL MANAGER (CORPORATE SERVICES)

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

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 03/06/2022 08:29

Title Reference: 50306588
Date Created: 03/04/2000

Previous Title: 50140860

REGISTERED OWNER

Dealing No: 703966146 30/03/2000

IPSWICH CITY COUNCIL TRUSTEE
UNDER INSTRUMENT 701218612

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 118671
Local Government: IPSWICH

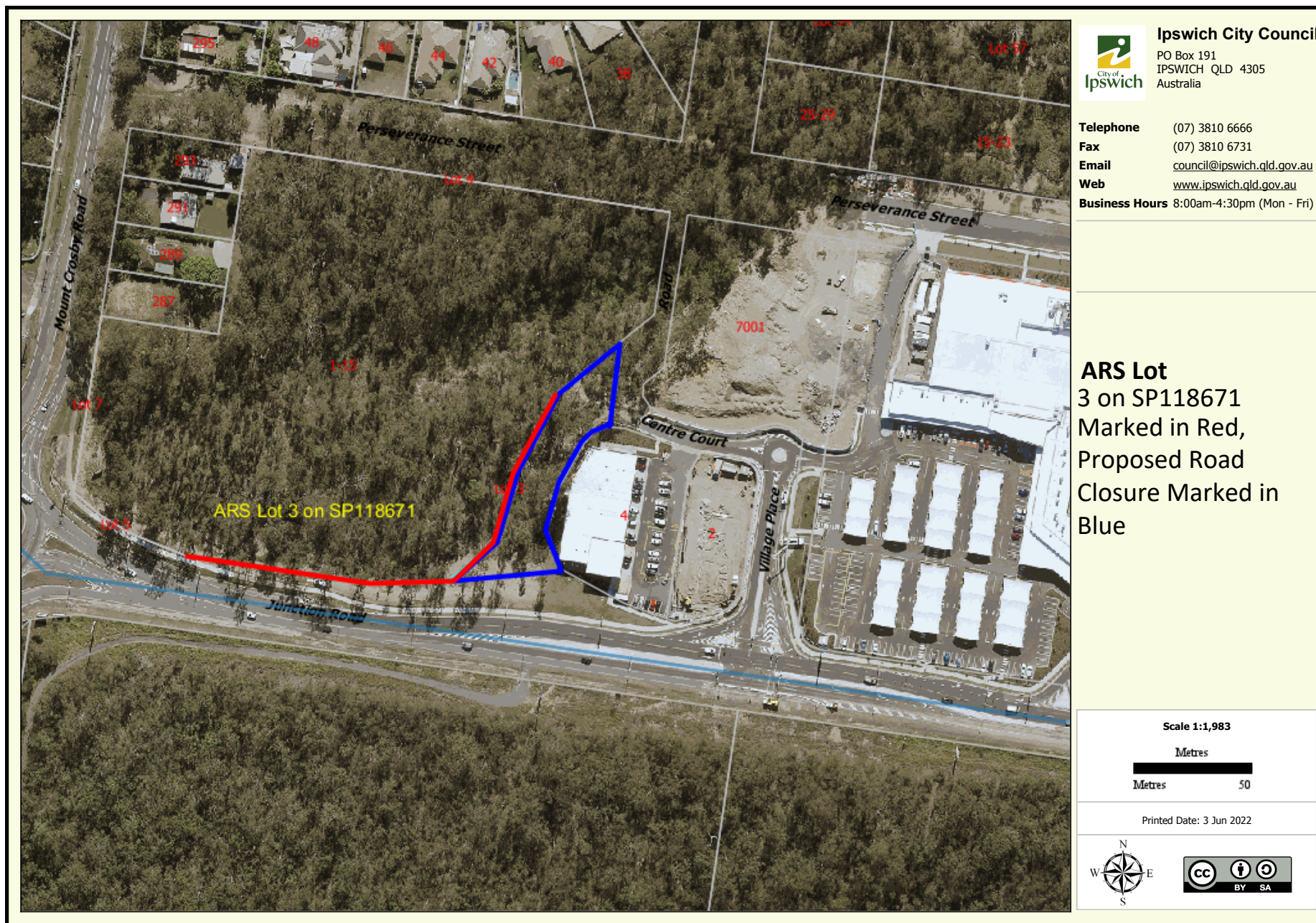
EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10900073 (ALLOT 12 SEC 10)
(ALLOT 6 SEC 10)
(ALLOT 7 SEC 10)
(ALLOT 8 SEC 10)
(ALLOT 9 SEC 10)
Deed of Grant No. 10900074 (ALLOT 9 SEC 1)
(ALLOT 10 SEC 1)
(ALLOT 11 SEC 1)
Deed of Grant No. 40004075 (Lot 1 on CP 887430)

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

Item 9 / Attachment 2.



Doc ID No: A8135529

ITEM: 10

SUBJECT: QUEENSLAND AUDIT OFFICE 2022 INTERIM AUDIT REPORT

AUTHOR: PRINCIPAL FINANCIAL ACCOUNTANT

DATE: 22 JUNE 2022

EXECUTIVE SUMMARY

This is a report concerning the Queensland Audit Office (QAO) 2022 interim audit report for the financial year ending 30 June 2022 detailing the results of QAO's interim work performed between 7 March to 6 May 2022, including a review of relevant information systems controls.

RECOMMENDATION/S

That the Queensland Audit Office 2022 Interim Audit Report, as detailed in Attachment 1, be received and the contents noted.

RELATED PARTIES

Queensland Audit Office

IFUTURE THEME

A Trusted and Leading Organisation

PURPOSE OF REPORT/BACKGROUND

QAO has now completed its interim audit of Ipswich City Council for the 2021-2022 financial year. The Auditor-General has now written to the Mayor providing a copy of the interim management report comprising issues formally reported to management.

- A. Section 213 of the *Local Government Regulation 2012* provides as follows:
- B. (1) This section applies if the auditor-general gives the Mayor of a local government a copy of the auditor-general's observation report about an audit of the local government's financial statements.
- C. (2) An auditor-general's observation report, about an audit of a local government's financial statements, is a report about the audit prepared under section 54 of the *Auditor-General Act 2009* that includes observations and suggestions made by the auditor-general about anything arising out of the audit.
- D. (3) The Mayor must present a copy of the report at the next ordinary meeting of the local government.

During the interim audit QAO assessed the design and implementation of Council's internal controls and whether they are operating effectively.

The QAO has raised four (4) new deficiencies in Council's internal controls and a further six (6) prior year deficiencies that were not fully resolved, have been revised and re-raised in the current year. There were no new significant deficiencies raised.

The new deficiencies were identified primarily through the information security audit (IS Audit) which is part of the annual QAO scope. The new deficiencies were in the areas of access to one channel of the HR applications, securing service accounts in IT systems, maintaining documentation of internal checks performed, and segregation of duties between HR and Payroll functions.

The prior year deficiencies which were re-raised were in the areas of access configuration for Oracle and access/changes in SAP payroll system, access and changes for the payroll application, management of access to the network and patching for the Oracle E-Business application.

QAO has also re-raised one (1) business improvement opportunity (other matter) of vendor support for Oracle which has expired. This matter has been discussed with Council through the iVolve project and recent decisions to mitigate the Oracle risk and upgrade the Oracle applications.

The report also provides an update on previous matters raised and whether they have been resolved or are still work in progress.

Management's initial responses and actions to the issues raised are included in the report and will continue to be monitored through regular updates to Internal Audit and the Audit and Risk Management Committee.

LEGAL/POLICY BASIS

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

Local Government Act 2009

Local Government Regulation 2012

Australian Accounting Standards

RISK MANAGEMENT IMPLICATIONS

The QAO has raised internal control issues that require action and implementation by management to ensure effective controls, processes and procedures and continued improved governance, to minimise the risk of errors or misstatement in the financial statements, safeguarding of assets or non-compliance with policies and procedures.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS
RECEIVE AND NOTE REPORT
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 budget implications as a result of this report.



COMMUNITY AND OTHER CONSULTATION

No community consultation has been undertaken in relation to this report.

CONCLUSION

That the Queensland Audit Office 2022 interim audit report be endorsed by Council. Council is currently in the process of implementing corrective action that complies with QAO's recommendations by the deadlines detailed in Attachment 1.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	2022 QAO Interim Management Report  
----	--

Barbara Watson

PRINCIPAL FINANCIAL ACCOUNTANT

I concur with the recommendations contained in this report.

Paul Mollenhauer

ACTING CHIEF FINANCIAL OFFICER

I concur with the recommendations contained in this report.

Jeffrey Keech

ACTING GENERAL MANAGER (CORPORATE SERVICES)

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



Ipswich City Council

29 June 2022



Your ref:
Our ref: 2022-4167
Lisa Fraser 3149 6132

29 June 2022

Councillor T Harding
Mayor
Ipswich City Council
PO Box 191
IPSWICH QLD 4305

Dear Councillor Harding

2022 Interim report

We present to you our interim report for Ipswich City Council for the financial year ending 30 June 2022.

This report details the results of our interim work performed to 6 May 2022. In this phase we assessed the design and implementation of your internal controls, and whether they are operating effectively. The internal controls that we assessed are those key controls we intend to rely on in auditing your financial statements. Our audit does not assess all controls that council have implemented across the organisation.

We have also undertaken work over the areas of audit focus that were communicated in our external audit plan.

Under the Australian Auditing Standards, we are required to communicate to you any significant deficiencies in your control environment identified from our audit process. We have not identified any such significant deficiencies.

Please note that under s.213 of the Local Government Regulation 2012, you must present a copy of this report at your council's next ordinary meeting.

The *Auditor-General Act 2009* requires the Auditor-General to report to parliament on an issue raised during an audit if they consider it to be significant. The results of our audit will be included in our report to parliament on the results of local government.

If you have any questions or would like to discuss the audit report, please contact me on 3149 6132 or Dale Hassell, Senior Manager on 3149 6071.

Yours sincerely

Lisa Fraser
Engagement Leader

Enc.

cc. Ms S Cooper, Chief Executive Officer, Ipswich City Council
Mr R Jones, Chair of the Audit and Risk Committee

Queensland Audit Office
Level 13, 53 Albert Street, Brisbane Qld 4000
PO Box 15396, City East Qld 4002

Phone 07 3149 6000
Email gao@gao.qld.gov.au
Web www.gao.qld.gov.au
 Queensland Audit Office (QAO)

2022 Interim report

1. Summary

We completed our audit planning phase and issued an external audit plan on 18 February 2022. This report details our audit findings from the work we performed on the key controls identified during the audit planning phase over revenue, expenditure, payroll and information technology systems.

Internal controls

Deficiencies:

- Four new deficiencies in the current year

Based on the results of our testing completed to date and the resolution of prior year issues, we have determined your internal control environment was only partially effective. This is due to the nature of the deficiencies we have reported and the timing of implementation of new controls, meaning the control environment was not effective for the whole year. This means that we can only place partial reliance on internal controls, with tests of details still required in certain areas.

Areas of audit focus

We have also performed work over the areas of audit focus identified in our external audit plan. Our progress against the areas of audit focus is on track.

Milestones—Issues identified

In consultation with council staff, we agreed to delay testing of IT systems, leading to a slight delay in the finalisation of this interim report.

Audit fees—On track

2. Status of issues

Internal control issues

The following table identifies the number of deficiencies in internal controls we have identified. Details of deficiencies that we identified during our interim audit are outlined further in this section. Refer to [section 3](#) for the status of prior year issues.

Internal control issues by COSO element	Number of significant deficiencies		Number of deficiencies		Rating
	Current year issues	Prior year unresolved issues	Current year issues	Prior year unresolved issues	
Control environment <i>Structures, policies, attitudes and values that influence daily operations</i>	-	-	-	-	●
Risk assessment <i>Processes for identifying, assessing and managing risk</i>	-	-	-	-	●

SENSITIVE

1

2022 Interim report

Internal control issues by COSO element	Number of significant deficiencies		Number of deficiencies		Rating
	Current year issues	Prior year unresolved issues	Current year issues	Prior year unresolved issues	
Control activities <i>Implementation of policies and procedures to prevent or detect errors and safeguard assets</i>	-	-	4	6	●
Information and communication <i>Systems to capture and communicate information to achieve reliable financial reporting</i>	-	-	-	-	●
Monitoring activities <i>Oversight of internal controls for existence and effectiveness</i>	-	-	-	-	●

Our ratings: **Effective**—No significant deficiencies identified; **Partially effective**—One significant deficiency identified; **Ineffective**—More than one significant deficiency identified.

The following section details control deficiencies and other matters identified as at 6 May 2022. It includes a response from management.

Our ratings are as follows. For more information and detail on our rating definitions, please see the webpage here: www.qao.qld.gov.au/information-internal-controls or scan the QR code.



Summary of internal control deficiencies

Ref.	Rating	Issue
22-IR1	●	HR and Payroll applications are vulnerable to attacks from external parties
22-IR2	●	Securing service accounts in IT systems
22-IR3	●	Maintaining documentation of internal checks performed
22-IR4	●	Segregation of duties between HR and Payroll functions in the IT system
21-IR1	●	Access configuration for the database of Oracle E-Business (EBS) application
21-IR2	●	Management of access and changes for the payroll application
21-IR6	●	Management of access to the network
21-IR8	●	Patching for the Oracle EBS application
20-FR1	●	Untimely reconciliation between physical asset register and fixed asset register
19-CR3	●	Valuation of contributed assets

SENSITIVE

2022 Interim report



Deficiency

22-IR1 HR and Payroll applications were vulnerable to attacks from external parties

Control activities

Observation

Council did not secure one of the channels to access the HR application. This channel was accessible directly from a public network (e.g., internet), and 70 users were enabled to access the system via this channel. Access only required a username and password and multi-factor authentication was not enforced. The password configurations specified a minimum password length of 8 characters, whereas the ICC ICT password directive requires those with privileged access to have a minimum password length of 12 characters. In addition, there were 23 users from Council's service provider who still had access to the system even though they were no longer with the service provider or providing service for council.

If attackers successfully access the HR application, they will then also be able to subsequently access the payroll application.

Implication

Council may be susceptible to security breach originating from external parties This could result in:

- processing of fraudulent payroll transactions, such as making changes to employee pay rates or changing employee bank account details
- leakage of sensitive information, such as employee salary and banking information.

QAO recommendations

We recommended that council:

1. perform an assessment to evaluate whether this channel of access can be disabled or to identify additional controls to be applied to secure the access into the HR application. This may be either through MFA and/or increasing the password length from 8 to 12 characters as per the ICC ICT password directive.
2. perform the required changes, following completion of the assessment referred to above.

Management response

Management agrees that an assessment of the secure URL native password channel settings be completed to ascertain if additional controls can be applied and implement if possible.

There are a number of controls in place including complex passwords and other password controls, a unique URL and Identity Access Service that acts as an intermediate between the Azure environment and Cloud. Management will assess the setting to look to improve controls in line with the recommendations.

Responsible officer: Chief Information Officer
Status: Work in progress
Target date: 31 July 2022

SENSITIVE

2022 Interim report



Deficiency

22-IR2 Securing service accounts in IT systems

Observation

Service accounts exist in the IT system and are created specifically to run a particular service or application in the operating system. Service accounts should only have the rights and permissions required for their function e.g., a service account created for a backup service should not have rights to change system settings.

QAO identified 14 service accounts with high levels of privileges in the network that were not adequately secured.

Implication

Unsecured services accounts may be used to gain unauthorised access to the network and the systems hosted in it.

QAO recommendations

We recommended that council:

- assess the level of privileges assigned to these service accounts and revoke or lower their level of privileges
- configures these accounts so they cannot be used or logged in by individuals and only be accessible by the system for their intended use.

Management response

ICT will assess the settings and privileges of these 14 accounts and will ensure they are compliant with role-based access controls.

Responsible officer: Chief Information Officer

Status: Work in progress

Action date: 31 July 2022



Deficiency

22-IR3 Maintaining documentation of internal checks performed

Control activities

Observation

Council's internal controls include processes for reviewing system exception reports, audit logs, completing reconciliations and approving system access requests.

We identified that documentation of reviews sometimes lacked detail in relation to what the reviewer looked at when performing the review.

In addition, there was a lack of formal processes for retaining evidence of the operation of certain controls. Where audit requested evidence of these internal controls, there were delays in receiving documentation from council. In some instances we were advised that internal reviews had been completed but not documented, or that documentation was only retained in email records.

Areas where there was a lack of suitable retention of documentation (including where documentation was only able to be provided to QAO as email evidence) evidencing the performance of internal control activities included:

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- evidence of review of 'Listing of Purchase Orders with Delegation Authority Breaches' report
- evidence of review of 'Price hold' report capturing instances of supplier invoices differing from Council's Purchase Order
- evidence of review of 'Supplier master data change log'
- evidence of review of HR master data changes
- evidence of weekly payroll interface reconciliation between the payroll and finance system.

Implication

There is a risk that internal control activities are not being performed in line with required processes. If internal controls are not effective there is a risk of unauthorised transactions, loss and inaccurate financial records.

Retention of evidence of internal controls/approvals in email boxes risks the inability to retrieve that information when required. This may be due to email archiving settings automatically removing emails, volume of emails making retrieval difficult or staff departing the council and closure of their email accounts.

Where internal control activity is not adequately documented, external audit cannot place reliance on the controls and may need to perform alternative audit testing, which may result in increased audit costs.

QAO recommendation

We recommended that where internal control activity is performed, that the scope of the internal review is clear on the documentation, and that the documentation is appropriately retained and readily retrievable for audit and compliance purposes. Officer's processing approved transactions need to ensure that the approval documentation is retained in an appropriate manner that supports retrieval at a later date.

Management response

Council will ensure that where an internal control activity is performed, that the scope of the internal review is clearly documented, and that the documentation is appropriately retained and readily retrievable for audit and compliance purposes. Officer's processing approved transactions will ensure that the approval documentation is retained in an appropriate manner that supports retrieval at a later date.

Responsible officer: Manager, Procurement
 Manager, People and Culture
 Acting Chief Financial Officer

Status: Work in progress

Action date: 31 October 2022



Deficiency

22-IR4 Segregation of duties between HR and Payroll functions in the IT system

Control activities

Observation

Council with assistance from the managed service provider (MSP) continued with their initiative to restrict and manage access to HR and payroll functions in the IT applications. We did, however, identify that there were gaps in the segregation of duties between HR and Payroll functions.

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The gaps identified were as follow:

1. Assignment of access to make changes to HR master data in Payroll system

Council assigned eight users in the Payroll application with access to make changes to HR master data including pay rates and bank details directly in the Payroll application.

2. Assignment of access to perform pay runs and make HR master data changes

Council assigned eight users with access to execute payroll transactions and also access to make HR master data changes (pay rate and bank details) in the payroll system. Six of these users also had access to make changes to pay rates in the HR system. These functions should be segregated.

Council has implemented a compensating weekly manual control to detect and respond to unauthorised HR master data changes.

Implication

Lack of segregation of duties increases the risk of payroll transactions being processed with an incorrect amount and/or to incorrect bank accounts. This also increases the risk of fraud relating to payroll payments.

QAO recommendations

1. Assignment of access to make changes to HR master data in the payroll system

We recommended that council update the access permission of the affected users in the Payroll system to prevent these users from being able to change pay rates or bank details.

We recommended that council review the set-up of their control measures around the replication of master data between the HR IT system and Payroll IT system.

2. Assignment of access to perform pay runs in the payroll system and HR master data changes in the HR IT system

We recommended that council updates the permissions in both the Payroll and HR IT systems so that no one staff is given both these permissions:

- access to execute payroll transactions in payroll
- access to make pay rate changes in HR.

Management response

Council is committed to reviewing the issues raised in relation to access to between its HR and Payroll systems to minimise risk of errors or fraud.

1. Assignment of access to make changes to HR master data in the payroll system

Agreed, the access permissions have been removed in the Payroll system from the affected users, and Council will review the replication process with the Managed Service Provider

2. Assignment of access to perform pay runs in the payroll system and HR master data changes in the HR system

The access permissions in the payroll system have been fully removed from 2 of the 8 affected users.

The remaining 6 users in the Payroll system require access to undertake the payroll run. Other permissions in the payroll system have been removed per Recommendation 1.

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For the remaining 6 users, Council is currently unable to completely segregate the role-based permissions so that no one staff is given both these permissions. Council has a payroll team of two (2) Payroll Officers and one (1) Payroll Coordinator and does not want to introduce the risk of having a single point of failure (i.e., one Payroll Officer only with the ability to process higher duties, remuneration changes or general payroll processing). The risk of unauthorised pay changes in the HR system is controlled via the weekly HR Master Data Audit process as it clearly identifies the user and the update performed. The People Services Manager specifically reviews the changes made by the 6 users and other employees with links to these users.

Council commits to investigate an appropriate fit for purpose business process identifying appropriate segregation of duties between Systems and Governance and Payroll.

Responsible officer: Manager, People and Culture

Status: Work in progress

Action date: 31 December 2022



Deficiency

21-IR1 Access configuration for the database of the Oracle E-Business (EBS) application

(Re-raised and downgraded from a significant deficiency to a deficiency)

Control activities

Observation

The Oracle EBS application uses the Oracle database for its underlying database. Access to the database allows an individual to perform highly sensitive activities including direct changes to financial records.

In 2021, we noted that Council had not configured password controls for the Oracle database in line with its *ICT Password Directive* and better practices.

Council completed several actions to secure and monitor access to the Oracle database in response to the QAO recommendation.

However, our audit this year identified three similar exceptions in relation to password management that we have reported to management.

Implication

Unauthorised access into the database of Oracle EBS could lead to the leakage of sensitive information and financial transactions being compromised through direct changes made in the database.

QAO recommendations

We recommended that council configures the password requirements in line with council's policy and better practices.

Management response

Council will consider the new 2022 observations and whether Council is able to configure the password requirements in line with council's policy and better practices.

Responsible officer: Chief Information Officer

Status: Work in progress

Action date: 31 December 2022

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Deficiency

21-IR2 Management of access and changes for the payroll application

(Updated for FY22)

Control activities

Observation

In 2021, we identified several ineffective practices relating to council's management of access and changes for its Payroll application.

In response to this, council with assistance from the managed service provider (MSP) performed several actions, including to ensure that change management activities are documented, and implemented a measure to prevent the use of common phrases or words in user's passwords in Payroll.

In 2022, we identified reoccurrence of a component of the previous observation, relating to documented evidence for the approval of new users and change of access to the payroll application.

Implication

Without a robust control process for the granting and approval of new users and change of access, staff may be given an inappropriate level of access in the application that they can use to perform unauthorised payroll transactions.

QAO recommendation

We recommended that council:

- ensures that all changes and modifications made to user access in the payroll system are only actioned upon documented request and approval
- implement a mechanism to store supporting evidence in a repository system rather than staff mailbox.

Management response

Council will ensure that all changes and modifications made to user access in the payroll system are only actioned upon documented request and approval and supporting evidence held in an appropriate corporate system.

Responsible officer: Manager People and Culture

Status: Work in progress

Action date: 31 October 2022



Deficiency

21-IR6 Management of access to the network

(Re-raised and updated for FY22)

Control activities

Observation

Council uses Active Directory (AD) to manage access into its internal network.

The AD has a default 'administrator' account upon installation. This account is generic, publicly known and by default has the highest level of privilege within the network.

In 2021, we reported that council has not disabled or renamed the 'administrator' account which is not in line with the recommendation from Microsoft.

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In 2022, the issue remained outstanding as council had not disabled or renamed the account. In addition, council had not:

- changed its password since 2 June 2020
- applied other controls such as *multi-factor authentication* (MFA) to the account.

Implication

Attackers intending to breach system security usually target default and well-known accounts. A successful attack of the administrator account can result in compromise of the council's internal network and subsequently the systems hosted in it.

QAO recommendation

We recommended that the council investigate and implement relevant controls to protect this account. Council may refer to vendor recommendations or apply other controls such as enabling MFA for the account.

Management response

In 2021 the environment was being managed by a Managed Service Provider and Council requested the change be actioned. Council did not have access to check the recommendation had been implemented. Council now has access and has been able to confirm it was not implemented correctly.

Council has actioned a change request aligned to the recommendation, the user account has been renamed and the password settings changed.

Responsible officer: Chief Information Officer
Status: Resolved pending audit confirmation
Action date: 13 May 2022



Deficiency

21-IR8 Patching for the Oracle EBS application

(Revised from other matter' to a deficiency and updated for FY22)

Control activities

Council relies on support from the vendor to identify errors, vulnerabilities and apply fixes ('patches') to the Oracle E-Business (EBS) application and its underlying database.

In 2021, we recommended council investigate vendor support for both Oracle EBS and its underlying database that were expiring within the next 18 months. We reported this as an 'other matter' considering that the level of patches in place being current at the time of review.

As the system has not been patched since 2021, we have reclassified this observation from an 'other matter' to a deficiency for the current year.

Council advised that there are components in the Oracle EBS application that are already out of support and patching the system will pose the risk of incompatibility of functions within the system.

Implication

Out of support systems will no longer be patched by the vendor. This results in open vulnerabilities, increasing the risk that the system will not operate as intended or system security could be breached.

QAO recommendation

We recommend that the council develops and deliver a plan to upgrade or replace the Oracle EBS application and its underlying database.

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Management response

Management is aware that the Oracle EBS is not able to be patched due to the deprecated state of the current version, and the dependencies between the different layers. Remediation activities are currently being considered.

Responsible officer: Chief Information Officer

Status: Work in progress

Action date: Ongoing

Financial reporting issues





No new financial reporting issues were identified during our interim audit. Refer to [section 3](#) Prior year issues for the status of prior year financial reporting issues and other matters.

Year and status	High risk	Moderate risk	Low risk	Other matters*
Current year issues	-	-	-	-
Prior year issues—unresolved	-	-	-	1

*Queensland Audit Office only tracks resolution of other matters where management has committed to implementing action.







3. Prior year issues

The following table summarises the status of deficiencies, financial reporting issues and other matters reported in prior years.

Ref.	Rating	Issue	Status
21IR-1		Access configuration for the database of Oracle E-Business (EBS) application (Control activities) Note that this matter was previously reported as a Significant Deficiency and has been amended to a Deficiency this year based on partial resolution.	Re-raised with updated observations (see section 2) Council has not completed the recommended actions in response to this issue. Thus, we have re-raised this issue and recommendations for the current year.
21IR-2		Management of access and changes for the Payroll application (Control activities)	Re-raised with updated observations (see section 2) The actions performed by council in response to this issue have not fully addressed the associated risks. We have updated the observations and recommendations for the current year.
21IR-3		Segregation of duties between HR and Payroll functions in the Payroll application (Control activities)	Resolved We have noted this issue as resolved based on the actions performed by council in response to our prior recommendations. We have identified new deficiencies in segregation of duties and have therefore raised a new deficiency 22-IR4 (see section 2).
21IR-4		Automated controls over purchase processes in Oracle EBS application (Control activities)	Resolved


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Ref.	Rating	Issue	Status
21IR-5		Maintenance of supplier master data in Oracle EBS application (Control activities)	Resolved
21IR-6		Management of access to the network (Control activities)	Re-raised with updated observations (see section 2) Council has not completed the recommended actions to close this issue. Thus, we have re-raised this issue with updated observations and recommendations for the current year.
21IR-7		Management of access for the oracle E-Business Suite (EBS) application (Control activities)	Resolved Our testing confirmed that council has implemented a process to review the assignment of user access in the Oracle EBS application on a regular basis.
21IR-8		Vendor support for the Oracle EBS application	Re-raised with updated observations (see section 2) This issue was reported as an 'other matter' in FY21 due to the level of patches in place being current at the time of review. As the system has not been patched since, this issue has been raised as a deficiency for the current year.
20FR-1		Untimely reconciliation between physical asset register and fixed asset register (Control activities) In our 2020 final report we noted that Council maintains a physical asset register (PAR) containing physical attributes of assets and a separate Fixed Asset Register (FAR) that includes only financial data in relation to the assets. Frequent reconciliations are not performed between the FAR and PAR to confirm the completeness of these registers for all asset classes. The PAR/FAR reconciliation workpaper for drainage assets in 2022 provided by Council, identifies 178 drainage asset additions in the FAR with a value of \$18M that cannot be identified in the PAR. The reconciliation workpaper is not signed by a preparer or reviewer.	Work in progress This year Council has performed a high level reconciliation of drainage asset additions since the last comprehensive revaluation. Council will continue its current processes of reconciling the PAR and FAR for the specific class of asset being comprehensively revalued in that financial year. The full implementation of the recommendation will be addressed through the implementation of a new Asset Management System and Finance System through the iVolve project. Action date: A strategic project—Effective Asset Management has commenced.
19CR-3		Valuation of contributed assets (Control activities) In our 2019 final report we noted that developers engage engineers to advise quantities and values of assets contributed to Council and that Council does not perform detailed checks or reasonableness checks over unit rates and valuations provided.	Work in Progress A high level assessment is performed over the valuation of donated assets by council engineers and asset management. Finance and Asset Management have documented the current processes in Promapp ("Capitalise Donated and Contributed Assets" and "Validate Physical Assets from Development Donation for Financial Capitalisation") Now that Council had introduced the Asset Design As Constructed (ADAC)

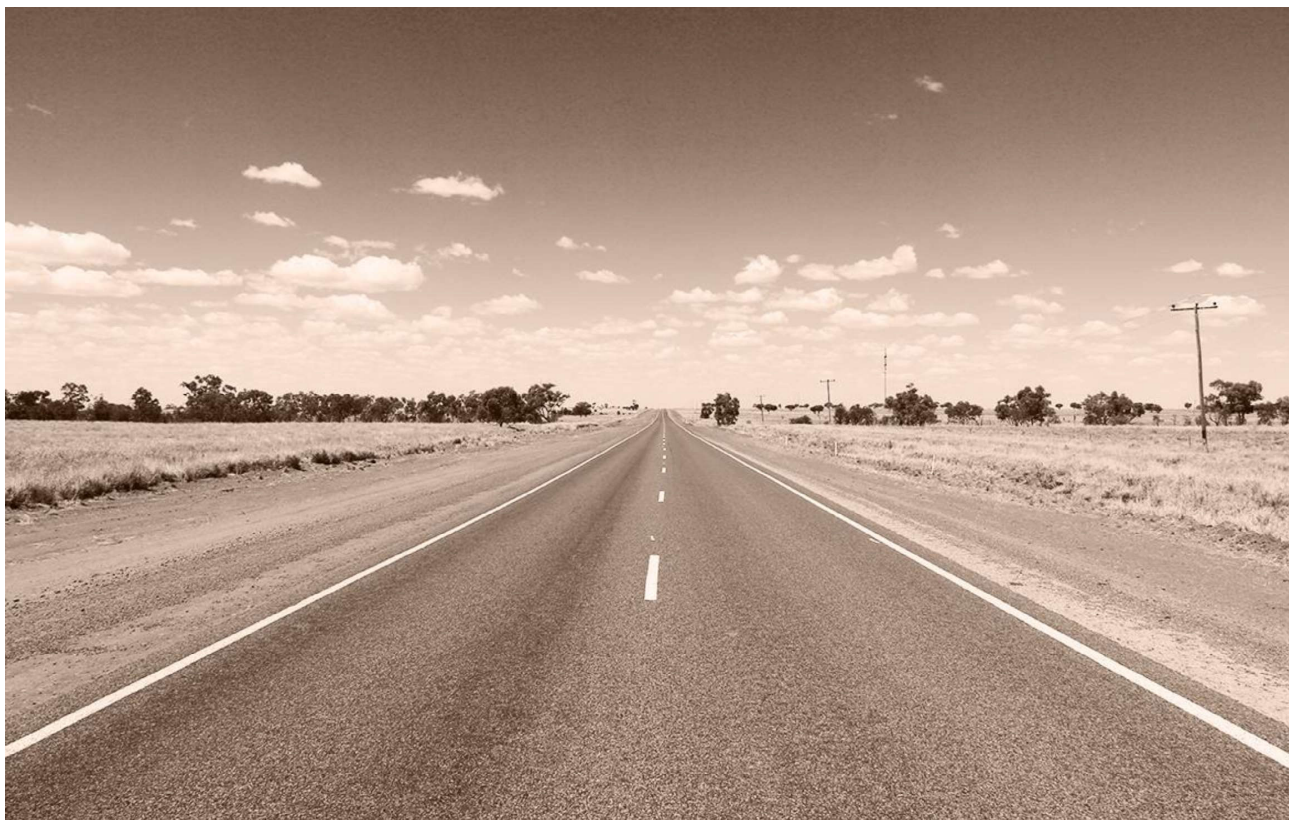
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Ref.	Rating	Issue	Status
			methodology from 1 July 2021, Finance and Asset Management will be able to perform a more detailed analysis of unit rates for contributed assets with development applications submitted after 1 July 2021. Council is still awaiting to receive donated assets which follow the ADAC methodology. It is expected this will occur during the 2023 financial year. Action date: 30 June 2023
18IR-15		Current contract management reporting may not readily assist in analysing and reporting over procurement In our 2018 report we noted that production of management reports was not timely and required substantial resources to prepare. Furthermore, there was no defined and documented quality review process. To achieve an integrated level of procurement reporting, reporting should include high risk contracts, analysis of procurement strategies, vendor trends and monitoring of vendor performance. Optimised reporting would include reporting in real time through dashboards.	Work in progress The Procurement Branch has published a weekly Contract Management Report since January 2021. The branch continues to develop its procurement reporting framework, with some regular reporting in place. Action Date: 31 December 2022

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