



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, 15 September 2022
At 10 minutes after the conclusion of the Growth, Infrastructure and Waste
Committee

MEMBERS OF THE GOVERNANCE AND TRANSPARENCY COMMITTEE

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, 15 September 2022***
Council Chambers

Item No.	Item Title	Page No.
	Welcome to Country or Acknowledgment of Country	
	Declarations of Interest	
	Business Outstanding	
1	Revised Alcohol Consumption and Sale in Public Places Policy	12
	Confirmation of Minutes	
2	Confirmation of Minutes of the Governance and Transparency Committee No. 2022(07) of 11 August 2022	29
	Officers' Reports	
3	**Acquisition of Land for Road Purpose for INF04368 Hunter Street Bus Relocation	39
4	**Disposal of Council Freehold Land in Trust Located at Lot 34 Redbank Plains Road, Swanbank and 186-190 Swanbank Coal Road, Swanbank	45
5	**New Lease Over 31-33 Nimmo Street, Booval to Queensland Rollingstock Preservation Group Inc.	67
6	**Renewal of Lease to Brisbane City Council for the Riverview Asphalt Plant	76
7	**Procurement: 18997 South Station Rd, Raceview - Pavement Rehabilitation	105
8	Procurement: Cohga Weave Mapping Solutions	110
9	Procurement - Nicholas Street Precinct Carpark Upgrade	114
10	iVolve Project Quarterly Status Update	118
	Notices of Motion	
	Matters Arising	

** Item includes confidential papers

GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 8

15 SEPTEMBER 2022

AGENDA

WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY

DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA

BUSINESS OUTSTANDING

1. **REVISED ALCOHOL CONSUMPTION AND SALE IN PUBLIC PLACES POLICY**

This is a report seeking Council 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

- A. That the Policy titled, 'Alcohol Consumption and Sale in Public Places Policy' (current) as detailed in Attachment 1 be repealed.
- B. That the updated information to the policy titled, 'Alcohol Consumption and Sale in Public Places Policy' be noted and the policy adopted as detailed in Attachment 3.

CONFIRMATION OF MINUTES

2. **CONFIRMATION OF MINUTES OF THE GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 2022(07) OF 11 AUGUST 2022**

RECOMMENDATION

That the Minutes of the Meeting held on 11 August 2022 be confirmed.

OFFICERS' REPORTS

3. ****ACQUISITION OF LAND FOR ROAD PURPOSE FOR INF04368 HUNTER STREET BUS RELOCATION**

This is a report concerning the acquisition of land for road purpose for the proposed upgrade and relocation of the bus shelter in front of Ipswich State High School located at 1 Hunter Street, Brassall, described as Lot 581 on SP145243.

RECOMMENDATION

- A. That Council resolve to purchase or acquire part of land located at 1 Hunter Street, Brassall, more particularly described as part of Lot 581 on SP145243 ("the land" (Council file reference 5572), for road purpose.
- B. That, in the first instance, the method of acquisition shall be as a purchase by agreement with the affected person/s pursuant to the *Property Law Act 1974*.
- C. That should purchase by agreement fail, Council shall, as "constructing authority" pursuant to Section 5(1)(b)(i) of the *Acquisition of Land Act 1967*, proceed to acquire the subject land.
- D. That Council be kept informed as to the progress and outcome of the acquisition.

4. ****DISPOSAL OF COUNCIL FREEHOLD LAND IN TRUST LOCATED AT LOT 34 REDBANK PLAINS ROAD, SWANBANK AND 186-190 SWANBANK COAL ROAD, SWANBANK**

This is a report concerning the requirement for Lot 34 Redbank Plains Road, Swanbank, described as Lot 34 on SP257496 and 186-190 Swanbank Coal Road, Swanbank, described as Lot 2 on SP251825, owned by Ipswich City Council ('Council') in Trust to be opened as road. The opening of the land as road is to facilitate the road extension to be constructed by EMKC³ (the "Developer").

RECOMMENDATION

- A. That pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation), Council resolve that the exception at section 236(1)(b)(i) of the Regulation applies to the disposal of Lot 34 Redbank Plains Road, Swanbank, more particularly described as Lot 34 on SP257496, and 186-190 Swanbank Coal Road, Swanbank, more particularly described as Lot 2 on SP251825 for road purpose (Council file reference 5601), because the State of Queensland (represented by the Department of Resources) ('DoR') is a government agency.
- B. 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.

5. **NEW LEASE OVER 31-33 NIMMO STREET, BOOVAL TO QUEENSLAND ROLLINGSTOCK PRESERVATION GROUP INC.

This is a report concerning the proposed new lease over Council freehold land located at 31-33 Nimmo Street, Booval, described as Lot 2 on SP279178 (the Land), between Ipswich City Council (Council) and Queensland Rollingstock Preservation Group Inc. (QRPG).

RECOMMENDATION

- A. That pursuant to section 236(2) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception at section 236(1)(b)(ii) of the Regulation applies to the disposal of interest in land at 31-33 Nimmo Street, Booval, more particularly described as Lot 2 on SP279178 for maintenance and restoration of rollingstock assets (locomotives, carriages, wagons, track maintenance, etc) purposes because Queensland Rollingstock Preservation Group Inc. (Lessee) is a not-for-profit community organisation.
- B. That Council enter a lease (Council file reference number 5592) with the Lessee:
- (i) at a commencing annual rent of \$1,000.00 excluding GST, payable to Council, and
 - (ii) for an initial term of three (3) years, with an option for extension of an additional one (1) x two (2) years.
- 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.

6. **RENEWAL OF LEASE TO BRISBANE CITY COUNCIL FOR THE RIVERVIEW ASPHALT PLANT

This is a report concerning the renewal of the Lease over Part of 2B Kenneth Street, Riverview, described as Lease B in Lot 1 on RP215975, between Ipswich City Council (Council) as Lessor and Brisbane City Council (BCC) as Lessee.

RECOMMENDATION

- A. That pursuant to section 236(2) of the *Local Government Regulation 2012* (Regulation), Council as Lessor resolve that the exception at section 236(1)(c)(iii) of the Regulation applies to the disposal of leasehold interest in Part of land at 2B Kenneth Street, Riverview, more particularly described as Lease B in Lot 1 on RP215975, because it is for renewal of a lease to the existing lessee.

- B. That Council renew the lease (L-1224) with Brisbane City Council (Lessee):
- (i) at a commencing annual rent of \$145,000 excluding GST, payable to Council, and
 - (ii) for a term of ten (10) years, with an option for extension of an additional one (1) x five (5) years.
- C. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolves 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.

7. ****PROCUREMENT: 18997 SOUTH STATION RD, RACEVIEW - PAVEMENT REHABILITATION**

This is a report concerning the recommendation to award Tender 18997 South Station Rd – Pavement Rehabilitation and to seek Council’s approval to enter into a contract with the nominated supplier as per confidential Attachment 2 to undertake the pavement reconstruction / rehabilitation works on South Station Rd, Raceview between Harding Street and the carpark entrance to the north.

After an open market request for tender process, an evaluation panel has recommended one supplier for pavement rehabilitation as set out in Recommendation B below. The recommendation provides Council with a company located in an adjacent local government area. The recommendation has been determined by the evaluation panel to offer Council the best value for money.

If Council is satisfied with the nominated supplier, the name of the supplier will be included in the Council’s resolution at Recommendation B.

RECOMMENDATION

- A. That pursuant to Section 228 of the *Local Government Regulation 2012* (Regulation), Council award Tender No. 18997 South Station Rd, Raceview – Pavement Rehabilitation.
- B. That Council enter into a contractual arrangement with the Supplier for the lump sum amount of one million nine hundred and fourteen thousand five hundred and fifty-one dollars and fourteen cents (\$1,914,551.14) excluding GST and the contingency amount as listed in confidential Attachment 2.
- 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.

8. PROCUREMENT: COHGA WEAVE MAPPING SOLUTIONS

This is a report seeking a resolution by Council to enter into a contract with Cohga Pty Ltd for the provision of the Cohga Weave Mapping Solutions that are operationally utilised as part of Council's existing spatial services.

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 specialised services provided by these operationally necessary products. The proprietary nature of the incumbent supplier's products means that there is only one supplier who is reasonably available to provide the continued subscription to this suite of products. Further, due to the pending acquisition and implementation of an enterprise spatial solution by Council, it is more costly and disadvantageous to Council to tender for other software products when delivery of the enterprise spatial project will provide a recommendation in relation to the functional requirements serviced by this product.

A resolution of Council is sought to enter into a contractual arrangement with Cohga Pty Ltd for a term of up to one (1) year for the continued subscription to the Cohga Weave Solutions. This is an estimated total cost of approximately one-hundred and five thousand dollars (\$105,000.00) excluding GST for the term of the contract.

RECOMMENDATION

- A. That pursuant to Section 235(b) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception applies because of the specialised AND/OR confidential nature of the services that are sought and it would be impractical and disadvantageous to invite quotes for the provision of the Weave Mapping Solution.
- B. That Council enter into a contractual arrangement (Council file reference number 19265) with Cohga Pty Ltd on a yearly or shorter basis as required for up to one (1) year at an approximate purchase price of \$105,000.00 excluding GST over the one (1) year period.

9. PROCUREMENT - NICHOLAS STREET PRECINCT CARPARK UPGRADE

This is a report concerning the proposed upgrading of the Nicholas Street Precinct public car parking access systems. A previous report (14 February 2022 Ordinary Council meeting of 24 February 2022) was presented to Council for the same subject matter. Council resolved to enter into a contract with the supplier, under Section 235 (b) of the Local Government Regulation 2012.

The Procurement Branch at that time, were of the understanding that the application of the section 235 (b) exemption was appropriate in the circumstances, however, recent advice notes that the application of Section 235 (a) of the Local Government Regulation 2012 should be applied to this arrangement, resulting in this revised submission.

The previous decision (24 February 2022) in relation to this matter is listed below:

RECOMMENDATION

- A. That pursuant to Section 235(b) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception applies because of the specialised and/or confidential nature of the services that are sought and it would be impractical and/or disadvantageous to invite quotes OR tenders for the provision of the products and services related to the upgrade to the existing SKIDATA parking access system in the Nicholas Street Precinct public carpark.**
- B. 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.**

The upgrades to the current installed system will provide Council and the community a number of benefits and advantages as the numbers of the public accessing the carpark increase with the activation of the Ipswich CBD.

RECOMMENDATION

- A. That the previous decision of Council, as per Item 16.5 titled Nicholas Street Precinct Parking Access System Upgrade, adopted at the Council Ordinary Meeting of 24 February 2022, be repealed.
- B. 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 provision of the products and services related to the upgrade to the existing SKIDATA parking access system in the Nicholas Street public carpark.
- C. That Council enter into a contractual arrangement (Council file reference 18352) with Skidata Australasia Pty Ltd, at an approximate purchase price of \$215,000.00 excluding GST over the entire term, being a term of two (2) years, with no options for extension.

10. INVOLVE PROJECT QUARTERLY STATUS UPDATE

The purpose of this report is to provide an update on the iVolve Stage 3 Program controls and milestones.

Two (2) key Change Requests were approved in this reporting period:

1. Change Request (CR03) re-baselined the iVolve Stage 3 project timeline, deliverables, and EOI market strategy approach.
2. Change Request (CR04) brings into scope the additional packages to remediate the current Oracle risk:
 - a. A Request for Quote (RFQ) to Oracle for procurement of Oracle Products (Licences/SaaS).
 - b. A Request for Tender (RFT) to secure a Delivery Partner for professional services.
 - c. A Request for Tender (RFT) to appropriate vendors for an Integration Platform.

The approval of these Change Requests results in the iVolve project currently reporting an Amber Status for overall project health.

The procurement activities have made good progress:

- **Oracle Product RFQ.** The RFQ was sent to Oracle on 12 July 2022. A response has been received and the Evaluation team is currently reviewing the response.
- **Delivery Partner RFT.** The Tender has been sent to market on 18 August 2022 and Council is currently responding to vendor questions.
- **Integration Platform RFT.** The specification was produced on 20 July 2022 and Procurement are drawing up the associated tender documentation in coordination with project representatives.
- **iVolve EOI.** The specification is currently going through the approval process.

There remains pressure on the timeline especially around the Delivery Partner RFT with two key risks raised around:

1. Allowing only three (3) weeks for a Delivery partner vendor to respond, there is a risk that this schedule allocation may not be enough;
2. The Delivery Partner RFT is being undertaken as an open market event and while Council has requirements for responding vendors to be identified Oracle Delivery Partner for the Oracle Licences being purchased, there are still up to 22 possible vendors. There is a risk that there may not be enough time allocated in the plan to evaluate all possible delivery partners which could impact resourcing and schedule (however the likelihood of all vendors submitting a compliant bid for assessment is low).

The project continues to monitor these risks.

RECOMMENDATION

That the report be received and the contents noted.

NOTICES OF MOTION

MATTERS ARISING

Doc ID No: A8179331

ITEM: 1
SUBJECT: REVISED ALCOHOL CONSUMPTION AND SALE IN PUBLIC PLACES POLICY
AUTHOR: BUSINESS IMPROVEMENT OFFICER
DATE: 14 JULY 2022

EXECUTIVE SUMMARY

This is a report seeking Council 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/S

- A. That the Policy titled, 'Alcohol Consumption and Sale in Public Places Policy' (current) as detailed in Attachment 1 be repealed.**
- B. That the updated information to the policy titled, 'Alcohol Consumption and Sale in Public Places Policy' be noted and the policy adopted as detailed in Attachment 3.**

RELATED PARTIES

There was no declaration of conflicts of interest.

IFUTURE THEME

Safe, Inclusive and Creative

PURPOSE OF REPORT/BACKGROUND

The Alcohol Consumption and Sale in Public Places Policy was endorsed by the Governance and Transparency Committee on 16 June however it was deferred at the Council meeting as requiring further information. At the Council meeting it was raised that further clarification was required regarding where in Willowbank the policy is to take effect.

To address this concern an additional change has been made to the policy under Purpose and Principles as follows:

- Willowbank Motorsport Precinct - leases A through D (with the exception of Lease F, tenured by Motorsports Queensland Ltd) and that are currently operating under either Lease or Permit from Council. *(Refer to attachment 4 Ipswich Motorsport Precinct Map that sets out the lease areas of the Willowbank Motorsport Precinct).*

Refer to the Governance and Transparency Committee Report from 16th June 2022 (Attachment 5) for full details on the original request.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:
Queensland Liquor Act 1992

RISK MANAGEMENT IMPLICATIONS

The review of this policy has been undertaken in accordance with Council’s adopted Policy and Procedure Management Framework. Any delay in approving the recommendation may potentially have adopted policies inconsistent with the Council Framework.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The recommendation states that the Council adopt the Alcohol Consumption and Sale in Public Places Policy.
(b) What human rights are affected?	Only Not-For-Profit and Incorporated by Association Organisations will be seeking approval for consent to apply for a liquor permit to sell or consume alcohol on Council owned and managed land, therefore it does not affect human rights as it does not concern or impact individuals. The Office of Liquor and Gambling Regulation (OLGR) issue the actual permit.
(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/resource implications associated with the report.

COMMUNITY AND OTHER CONSULTATION

In Queensland, the Office of Liquor and Gaming Regulation (OLGR) regulates liquor licence and permit applications. It is a requirement under the *Liquor Act 1992* (Queensland) to hold and maintain a liquor licence or permit to sell or supply liquor (alcohol) in Queensland.

CONCLUSION

On the 16 June the Governance and Transparency Committee endorsed the 'Alcohol Consumption and Sale in Public Places Policy' however on the 30 June Council sought clarification as to where in Willowbank the policy is to take effect.

As the 'Alcohol Consumption and Sale in Public Places Policy' has been updated to include additional information sourced from the *Liquor Act 1992* which clarifies the lease areas of the Willowbank Motorsport precinct, it is recommended that Council adopt the policy.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Alcohol Consumption and Sale in Public Places Policy (Current) ↓ 
2.	Alcohol Consumption and Sale in Public Places Policy (Track Change) ↓ 
3.	Alcohol Consumption and Sale in Public Places Policy (Revised) ↓ 
4.	Ipswich Motorsport Precinct Map ↓ 
5.	Governance and Transparency Committee Report (16th June) ↓ 

Anne Eves

BUSINESS IMPROVEMENT OFFICER

I concur with the recommendations contained in this report.

Ben Pole

GENERAL MANAGER, COMMUNITY, CULTURAL AND ECONOMIC DEVELOPMENT

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

	Alcohol Consumption and Sale in Public Places Policy	Document Number: A3755737																																				
<p>Policy Author: Community, Cultural and Economic Development</p> <p>Objectives: The objective of this policy is to provide direction to Council staff and the community on the criteria Council will consider when granting an approval or designating a public place for the consumption and sale of alcohol in public places (as defined in the <i>Queensland Liquor Act 1992</i>).</p>																																						
<p>Regulatory Authorities:</p> <ul style="list-style-type: none"> <i>Queensland Liquor Act 1992</i> <p>Scope: The core matters addressed by this policy are determining which public places may be designated permanent public places under the <i>Queensland Liquor Act 1992</i> (also known as 'wet areas'), and which public places will be considered for designation upon request.</p> <p>Policy Statement:</p> <ol style="list-style-type: none"> The following table highlights the public places Council will consider approving where alcohol can be consumed, sold and where permanent designated public place (wet areas) may exist: 																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 33%; text-align: center;">Can alcohol be consumed but not sold in these areas?</th> <th style="width: 32%; text-align: center;">Can alcohol be sold in these areas?</th> </tr> </thead> <tbody> <tr> <td>Cemeteries</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Conservation Estates</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">No</td> </tr> <tr> <td>District Parks</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">Yes*</td> </tr> <tr> <td>Halls</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">Yes*</td> </tr> <tr> <td>Local Parks</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">Yes*</td> </tr> <tr> <td>Rosewood Showgrounds</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">Yes*</td> </tr> <tr> <td>Local Sport Parks</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">Yes*</td> </tr> <tr> <td>Citywide Sport Parks</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">Yes*</td> </tr> <tr> <td>Strategic Parks</td> <td style="text-align: center;">Upon Request</td> <td style="text-align: center;">Yes*</td> </tr> <tr> <td>Hardings Paddock Campground</td> <td style="text-align: center;">Permanent designated public place (wet area)</td> <td style="text-align: center;">Upon Request</td> </tr> <tr> <td>Rosewood Showgrounds Camping Area</td> <td style="text-align: center;">Permanent designated public place (wet area)</td> <td style="text-align: center;">No</td> </tr> </tbody> </table>				Can alcohol be consumed but not sold in these areas?	Can alcohol be sold in these areas?	Cemeteries	Upon Request	No	Conservation Estates	Upon Request	No	District Parks	Upon Request	Yes*	Halls	Upon Request	Yes*	Local Parks	Upon Request	Yes*	Rosewood Showgrounds	Upon Request	Yes*	Local Sport Parks	Upon Request	Yes*	Citywide Sport Parks	Upon Request	Yes*	Strategic Parks	Upon Request	Yes*	Hardings Paddock Campground	Permanent designated public place (wet area)	Upon Request	Rosewood Showgrounds Camping Area	Permanent designated public place (wet area)	No
	Can alcohol be consumed but not sold in these areas?	Can alcohol be sold in these areas?																																				
Cemeteries	Upon Request	No																																				
Conservation Estates	Upon Request	No																																				
District Parks	Upon Request	Yes*																																				
Halls	Upon Request	Yes*																																				
Local Parks	Upon Request	Yes*																																				
Rosewood Showgrounds	Upon Request	Yes*																																				
Local Sport Parks	Upon Request	Yes*																																				
Citywide Sport Parks	Upon Request	Yes*																																				
Strategic Parks	Upon Request	Yes*																																				
Hardings Paddock Campground	Permanent designated public place (wet area)	Upon Request																																				
Rosewood Showgrounds Camping Area	Permanent designated public place (wet area)	No																																				
<p>*Council permit required</p>																																						

2. The following policy exists for public places (i.e. Hardings Paddock Campground and Rosewood Showgrounds Camping Area) that may have **permanent designated public places (wet areas)** :
 - a. Only those with a valid permit issued by Council to camp at the camping grounds are allowed to consume alcohol during the fixed arrival and departure times.
 - b. Alcohol can only be consumed within the allowable area/s (this information may be further detailed in a Council procedure or available on Council's website).
 - c. The national guidelines for the consumption of alcohol called "*Australian guidelines to reduce health risks from drinking alcohol*(available on www.alcohol.gov.au)" will apply.
 - d. State and local laws are not constrained by this policy and will be in force for the control of any nuisance/public behaviour issues etc as a result of alcohol consumption and sale.

3. The following policy exists for public places that allow the **consumption** of alcohol on an **Upon Request** basis:
 - a. Upon request, Council may designate a public place for the purpose of consuming alcohol. When considering to approve the request, Council will take into consideration:
 - i. The hours/days the grant of approval will cover.
 - ii. The specific area that the grant of approval will cover.
 - iii. The potential impact the grant of approval may have on the surrounding environment including social impacts such as the enjoyment of the surrounding area by other members of the public not involved with the subject of the request.
 - iv. Options for monitoring, managing and/or mitigating the proposed request. (For example, requirements for the applicant to use plastic cups etc and not glass)

Date of Council Resolution: 17 September 2013

Date of Review: 29 November 2016

Committee Reference and Date: Policy and Administration Board No. 2013(12) of 16 September 2013 - City Management and Finance Committee No. 2013(09) of 10 September 2013

No. of Resolution: 1

Date to be Reviewed: 29 November 2018

	Alcohol Consumption and Sale in Public Places Policy	Document Number: A3755737
<p>Policy Author: Community, Cultural and Economic Development</p> <p>Statement Objectives: This policy objective of this policy is to provide direction to Council staff and the community on the criteria Council will consider when granting an approval or designating a public place for the consumption and sale of alcohol in public places (as defined in the <i>Queensland Liquor Act 1992</i>).</p>		
<p>Regulatory Authorities:</p> <ul style="list-style-type: none"> Queensland Liquor Act 1992 <p>Scope: The core matters addressed by this policy are determining which public places may be designated permanent public places under the <i>Queensland Liquor Act 1992</i> (also known as 'wet areas'), and which public places will be considered for designation upon request.</p>		
<p>Policy Statement:</p> <p>1. The following table highlights the public places Council will consider approving where alcohol can be consumed, sold and where permanent designated public place (wet areas) may exist:</p>		
	Can alcohol be consumed but not sold in these areas?	Can alcohol be sold in these areas?
Cemeteries	Upon Request	No
Conservation Estates	Upon Request	No
District Parks	Upon Request	Yes*
Halls	Upon Request	Yes*
Local Parks	Upon Request	Yes*
Rosewood Showgrounds	Upon Request	Yes*
Local Sport Parks	Upon Request	Yes*
Citywide Sport Parks	Upon Request	Yes*
Strategic Parks	Upon Request	Yes*
Hardings Paddock Campground	Permanent designated public place (wet area)	Upon Request
Rosewood Showgrounds Camping Area	Permanent designated public place (wet area)	No

<p><u>Willowbank Motorsport Precinct - leases A through J (with the exception of Lease F, tenured by Motorsports Queensland Ltd) and that are currently operating under either a lease or permit from Council</u></p>	<p><u>Permanent designed public place (wet area)</u></p>	<p><u>Upon request</u></p>
<p>*Council permit required</p>		
<p>2. The following policy exists for public places (i.e. Hardings Paddock Campground and Rosewood Showgrounds Camping Area) that may have permanent designated public places (wet areas) :</p> <ul style="list-style-type: none"> a. Only those with a valid permit issued by Council to camp at the camping grounds are allowed to consume alcohol during the fixed arrival and departure times. b. Alcohol can only be consumed within the <u>defined allowable</u> area/s (this information may be further detailed in a Council procedure or available on Council's website). c. The national guidelines for the consumption of alcohol called "<i>Australian guidelines to reduce health risks from drinking alcohol</i>(available on www.alcohol.gov.au)" will apply. d. State and local laws are not constrained by this policy and will be in force for the control of any nuisance/public behaviour issues etc as a result of alcohol consumption and sale. <p>3. The following policy exists for public places that allow the consumption of alcohol on an Upon Request basis:</p> <ul style="list-style-type: none"> a.1. Upon request, Council may designate a public place for the purpose of consuming alcohol. When considering to approve the request, Council will take into consideration: <ul style="list-style-type: none"> i.a. The hours/days the grant of approval will cover. ii.b. The specific area that the grant of approval will cover. iii.c. The potential impact the grant of approval may have on the surrounding environment including social impacts such as the enjoyment of the surrounding area by other members of the public not involved with the subject of the request. d. Options for monitoring, managing and/or mitigating the proposed request. (For example, requirements for the applicant to use plastic cups, <u>cans</u> etc and not glass). <p><u>Members of the community and organisations who wish to consume, supply or sell alcohol in public places must submit an Application (Form 7 'Application for a Community Liquor permit') at least 14 days prior to the event date.</u></p> <p><u>Strategic Plan Links</u></p>		

This policy aligns with the following iFuture 2021 – 2026 Corporate Plan these/s:

- Safe, Inclusive and Creative

Human Rights Commitment

Ipswich City Council (Council) has considered the human rights protected under the Human Rights Act 2019 (Qld) (the Act) when adopting and/or amending this policy. When applying this policy, Council will act and make decisions in a way that is compatible with human rights and give proper consideration to a human right relevant to the decision in accordance with the Act.

Scope:

The core matters addressed by this policy are determining which public places may be designated permanent public places under the Queensland Liquor Act 1992 (also known as 'wet areas'), and which public places will be considered for designation upon request.

Roles and Responsibilities

The position of Manager, Community and Cultural Services is the delegated authorise for the approval of the Liquor Permit Application on behalf of Council.

Key Stakeholders

- Community, Cultural and Economic Development

Monitoring and Evaluation

The effectiveness of this policy will be measured by the following:

- Broad staff participation in training that builds understanding and adoption of policy
- Reduction in complaints about access to council facilities, open space, programs and services
- Increased funding for accessible infrastructure and/or inclusion initiatives
- Number or reported anti-social incidents in association/linked with the granting of liquor permits to community organisations
- Number of breaches of conditions of liquor permits identified by compliance officers and or local policing bodies during the permitted times and dates.

Definitions

The Queensland Liquor Act 1992 defines sell to include:

- a) barter or exchange; and

- b) offer, agree or attempt to sell; and
- c) expose, send, forward or deliver for sale; and
- d) cause or permit to be sold or offered for sale; and
- e) supply or offer, agree or attempt to supply –
 - I. In circumstances in which the supplier derives, or would be likely to derive, a direct or indirect pecuniary benefit; or
 - II. Gratuitously, but to gain or keep custom or other commercial advantage.

The Queensland Liquor Act 1992 defines **Liquor** as a spirituous or fermented fluid or another substance:

- a) in which the level of ethyl alcohol (ethanol) is more than 0.5% by volume at 20°C; and
- b) that is intended for human consumption.

Examples of spirituous or fermented fluids— alcoholic cocktails, beers, liqueurs, pre-mixed alcoholic drinks, spirits and wines.

Liquor also includes any other substance containing ethyl alcohol (ethanol) that is prescribed by regulation as liquor.

Policy Owner

The General Manager (Community, Cultural and Economic Development Department) is the policy owner and the Manager (Community and Cultural Services) is responsible for authoring and reviewing this policy.

Date of Council Resolution: 17 September 2013

Date of Review: 29 November 2016

Committee Reference and Date: Policy and Administration Board No. 2013(12) of 16 September 2013 - City Management and Finance Committee No. 2013(09) of 10 September 2013

No. of Resolution: 1

Date to be Reviewed: 29 November 2018



Alcohol Consumption and Sale in Public Places Policy



Collaboration



Communication



Integrity



Efficiency



Leadership

Version Control and Objective ID	Version No:	Objective ID:
Adopted at Council Ordinary Meeting on		
Date of Review		

1. Statement

This policy is to provide direction to Council staff and the community on the criteria Council will consider when granting an approval or designating a public place for the consumption and sale of alcohol in public places (as defined in the *Queensland Liquor Act 1992*).

2. Purpose and Principles

The following table highlights the public places Council will consider approving where alcohol can be consumed, sold and where permanent designated public place (wet areas) may exist:

	Can alcohol be consumed but not sold in these areas?	Can alcohol be sold in these areas?
Cemeteries	Upon Request	No
Conservation Estates	Upon Request	No
District Parks	Upon Request	Yes*
Halls	Upon Request	Yes*
Local Parks	Upon Request	Yes*
Rosewood Showgrounds	Upon Request	Yes*
Local Sports Parks	Upon request	Yes*
Citywide Sport Parks	Upon Request	Yes*
Strategic Parks	Upon Request	Yes*
Hardings Paddock Campground	Permanent designated public place (wet area)	Upon request
Rosewood Showgrounds Camping Area	Permanent designated public place (wet area)	No
Willowbank Motorsport Precinct - leases A through J (with the exception of Lease F, tenured by Motorsports Queensland Ltd) and that	Permanent designated public place (wet area)	Upon request

IPSWICH CITY COUNCIL | Alcohol Consumption and Sale in Public Places Policy

are currently operating under either Lease or Permit from Council		
*Council permit required		

The following policy exists for public places (i.e. Hardings Paddock Campground and Rosewood Showgrounds Camping Area) that may have **permanent designated public places (wet areas)**:

- a. Only those with a valid permit issued by Council to camp at the camping grounds are allowed to consume alcohol during the fixed arrival and departure times.
- b. Alcohol can only be consumed within the defined area/s (this information may be further detailed in a Council procedure or available on Council's website).
- c. The national guidelines for the consumption of alcohol called "Australian guidelines to reduce health risks from drinking alcohol (available on www.alcohol.gov.au)" will apply.
- d. State and local laws are not constrained by this policy and will be in force for the control of any nuisance/anti-social behavioural issues etc as a result of alcohol consumption and sale.

The following policy exists for public places that allow the consumption of alcohol on an **Upon Request** basis:

- a. Upon request, Council may designate a public place for the purpose of consuming alcohol. When considering approving the request, Council will take into consideration:
 - I. The hours/days the grant of approval will cover.
 - II. The specific area that the grant of approval will cover.
 - III. The potential impact the grant of approval may have on the surrounding environment including social impacts such as the enjoyment of the surrounding area by other members of the public not involved with the subject of the request.
 - IV. Options for monitoring, managing and/or mitigating the proposed request. (For example, requirements for the applicant to use plastic cups, cans etc and not glass.

Members of the community and organisations who wish to consume, supply or sell alcohol in public places must submit an Application (Form 7 'Application for a Community Liquor permit') at least 14 days prior to the event date.

3. Strategic Plan Links

This policy aligns with the following iFuture 2021-2026 Corporate Plan theme/s:

- Safe, Inclusive and Creative

4. Regulatory Authority

- Queensland Liquor Act 1992

5. Human Rights Commitment

Ipswich City Council (Council) has considered the human rights protected under the *Human Rights Act 2019 (Qld)* (the Act) when adopting and/or amending this policy. When applying

IPSWICH CITY COUNCIL | Alcohol Consumption and Sale in Public Places Policy

this policy, Council will act and make decisions in a way that is compatible with human rights and give proper consideration to a human right relevant to the decision in accordance with the Act.

6. Scope

The core matters addressed by this policy are determining which public places may be designated permanent public places under the *Queensland Liquor Act 1992* (also known as 'wet areas'), and which public places will be considered for designation upon request.

7. Roles and Responsibilities

The position of Manager, Community and Cultural Services is the delegated authorise for the approval of the Liquor Permit Application on behalf of Council.

8. Key Stakeholders

- Community, Cultural and Economic Development

9. Monitoring and Evaluation

The effectiveness of this policy will be measured by the following:

- Broad staff participation in training that builds understanding and adoption of policy
- Reduction in complaints about access to council facilities, open space, programs and services
- Increased funding for accessible infrastructure and/or inclusion initiatives
- Number or reported anti-social incidents in association/linked with the granting of liquor permits to community organisations
- Number of breaches of conditions of liquor permits identified by compliance officers and or local policing bodies during the permitted times and dates.

10. Definitions

The *Queensland Liquor Act 1992* defines **sell** to include:

- a) barter or exchange; and
- b) offer, agree or attempt to sell; and
- c) expose, send, forward or deliver for sale; and
- d) cause or permit to be sold or offered for sale; and
- e) supply or offer, agree or attempt to supply –
 - I. In circumstances in which the supplier derives, or would be likely to derive, a direct or indirect pecuniary benefit; or
 - II. Gratuitously, but to gain or keep custom or other commercial advantage.

The *Queensland Liquor Act 1992* defines **Liquor** as a spirituous or fermented fluid or another substance:

- a) in which the level of ethyl alcohol (ethanol) is more than 0.5% by volume at 20°C; and
- b) that is intended for human consumption.

Examples of spirituous or fermented fluids— alcoholic cocktails, beers, liqueurs, pre-mixed alcoholic drinks, spirits and wines.



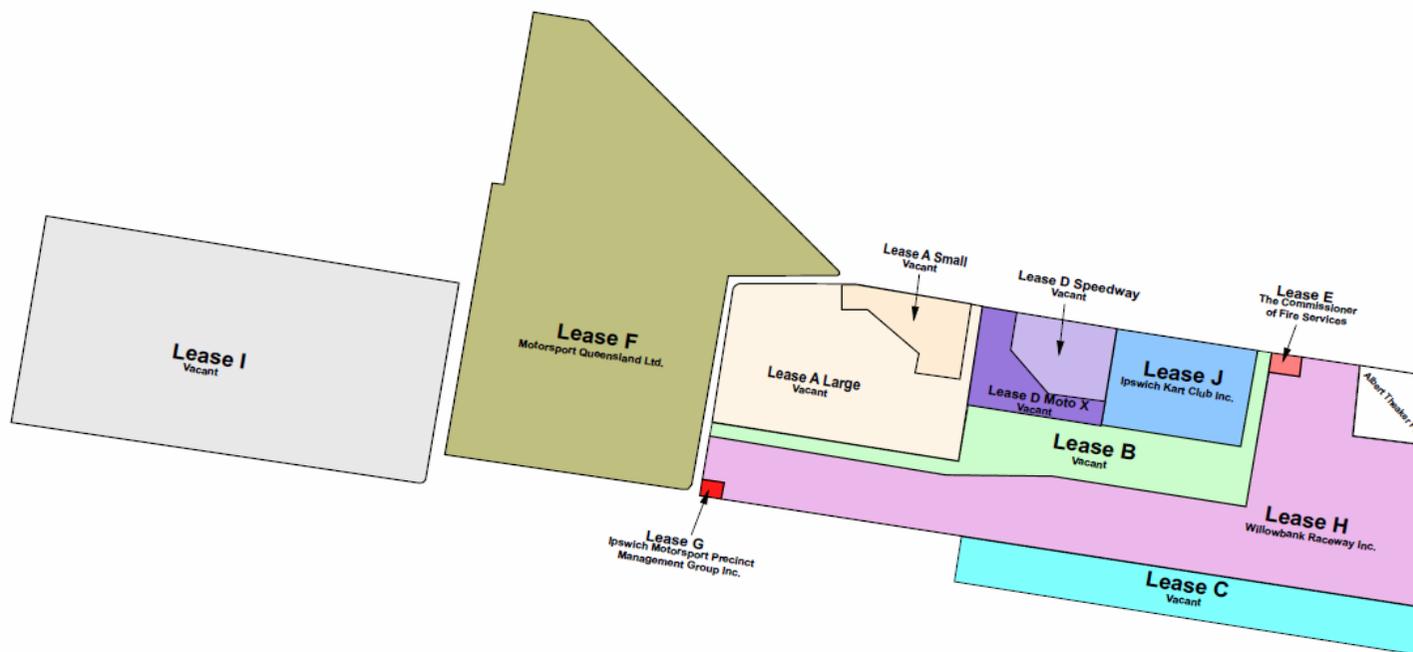
IPSWICH CITY COUNCIL | Alcohol Consumption and Sale in Public Places Policy

Liquor also includes any other substance containing ethyl alcohol (ethanol) that is prescribed by regulation as liquor.

11. Policy Owner

The General Manager (Community, Cultural and Economic Development Department) is the policy owner and the Manager (Community and Cultural Services) is responsible for authoring and reviewing this policy.

IPSWICH MOTORSPORT PRECINCT



* The size of the lease areas are estimates only

Lease Areas	Size	Tenure Arrangement	Expiry	Option
Lease A Large		Facility Permits / Temporary Event Licence		
Lease A Small		Facility Permits / Temporary Event Licence		
Lease B	9.05 ha	Facility Permits / Temporary Event Licence		
Lease C		Facility Permits / Temporary Event Licence		
Lease D	6.4 ha	Facility Permits / Temporary Event Licence		
Lease E	2500m ²	Lease - The Commissioner of Fire Services	30/06/2016	Holding Over
Lease F	54.33 ha	Lease - Motorsports Queensland Ltd	15/07/2027	1 x 30 years
Lease G	3250m ²	Lease - Ipswich Motorsport Precinct Management Group Inc.	15/07/2043	1 x 30 years
Lease H	37.35 ha	Lease - Willowbank Raceway Inc.	31/12/2043	1 x 30 years
Lease I		Facility Permits / Temporary Event Licence		
Lease J	6.863 ha	Lease - Ipswich Kart Club Inc.	31/01/2022	

GOVERNANCE AND TRANSPARENCY COMMITTEE
MEETING AGENDA

16 JUNE
2022

Doc ID No: A8041304

ITEM: 12
SUBJECT: REVISED ALCOHOL CONSUMPTION AND SALE IN PUBLIC PLACES POLICY
AUTHOR: BUSINESS IMPROVEMENT OFFICER
DATE: 5 MAY 2022

EXECUTIVE SUMMARY

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/S

Amended Council Ordinary Meeting of 30 June 2022

~~A. That the policy titled, "Alcohol Consumption and Sale in Public Places Policy" (current) as detailed in Attachment 1 be repealed.~~

~~That the Policy titled, "Alcohol Consumption and Sale in Public Places Policy" (revised) as detailed in Attachment 2 be adopted.~~

That this matter be deferred until clarification is provided on where in Willowbank the policy is to take effect.

RELATED PARTIES

There was no declaration of conflicts of interest.

IFUTURE THEME

Safe, Inclusive and Creative

PURPOSE OF REPORT/BACKGROUND

The "Alcohol Consumption and Sale in Public Places Policy" provides direction to Council staff and the community as to the criteria Council will consider when granting an approval or designating a public place for the consumption and sale of alcohol in Council owned or managed land.

Sport and Recreation organisations utilising Council owned facilities and who wish to make alcohol available for sale and consumption on these premises require Council's consent in order to apply for a community liquor licence.

The policy was transferred from the Infrastructure and Environment Department to Community, Cultural and Economic Development as the Community and Cultural Services Branch process the seasonal permit applications. A review of the current policy was conducted, and the following minor changes were made:

- transfer the existing Alcohol Consumption and Sale in Public Places Policy content to the updated corporate template in line with the Policy and Procedure Management Framework;
- under Purpose and Principles, Willowbank was inadvertently overlooked on the previous policy and has been added accordingly;
- the inclusion of Form 7 is done so as it is a requirement under OLGR Licensing that such forms must be completed by the community groups and endorsed by Council;
- included alignment with the iFuture 2021-2026 Corporate Plan; and
- Monitoring and Evaluation and Definitions.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions: *Queensland Liquor Act 1992*

RISK MANAGEMENT IMPLICATIONS

The review of this policy has been undertaken in accordance with Council's adopted Policy and Procedure Management Framework. Any delay in approving the recommendation may potentially have adopted policies inconsistent with the Council Framework.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The recommendation states that the Governance and Transparency Committee approve the Alcohol Consumption and Sale in Public Places Policy for adoption.
(b) What human rights are affected?	Only Not-For-Profit and Incorporated by Association organisations will be seeking approval for consent to apply for a liquor permit to sell or consume alcohol on Council owned and managed land, therefore it does not affect human rights as it does not concern or impact individuals. The Office of Liquor and Gambling Regulation (OLGR) issue the actual permit.
(c) How are the human rights limited?	

(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/resource implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

Changes to the policy were only administrative however consultation was undertaken within the Community and Cultural Services Branch and all agreed and supported the changes to the policy.

CONCLUSION

It is recommended that the Governance and Transparency Committee endorse the Alcohol Consumption and Sale in Public Places Policy which has transitioned to Council's approved policy template to meet the requirements of the Policy and Procedure Framework.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Alcohol Consumption and Sale in Public Places Policy (Current)
2.	Alcohol Consumption and Sale in Public Places Policy (Revised)

Anne Eves

BUSINESS IMPROVEMENT OFFICER

I concur with the recommendations contained in this report.

Ben Pole

GENERAL MANAGER, COMMUNITY, CULTURAL AND ECONOMIC DEVELOPMENT

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

GOVERNANCE AND TRANSPARENCY COMMITTEE NO. 2022(07)

11 AUGUST 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), General Manager Corporate Services (Matt Smith), General Manager Infrastructure and Environment (Sean Madigan), General Manager Planning and Regulatory Services (Peter Tabulo), Workplace Safety and Wellbeing Manager (Chris Lee), Manager People and Culture (Talia Love-Linay), Procurement Manager (Richard White), Senior Digital Media and Content Officer (Jodie Richter), Manager Libraries and Customer Services (Samantha Chandler), Manager Community and Cultural Services (Don Stewart) and Theatre Technician (Harrison Cate)

WELCOME TO COUNTRY/ACKNOWLEDGEMENT OF COUNTRY

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

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(06) OF 14 JULY 2022**

RECOMMENDATION

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

That the Minutes of the Governance and Transparency Committee held on 14 July 2022 be confirmed.

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

OFFICERS' REPORTS

2. **QUARTER 4 - OPERATIONAL PLAN 2021-2022 QUARTERLY PERFORMANCE**

This is a report concerning an assessment of Ipswich City Council's progress towards implementation of the 2021-2022 Operational Plan with notable achievements that have occurred during quarter four (Q4) (April to June 2022). In Q4, an additional status has been provided to indicate items that are planned multi-year projects that will continue in the 2022-2023 financial year as an operational plan deliverable, core service activity, corporate project or an item in the capital works program. Departmental representatives have provided the presented Q4 data.

RECOMMENDATION

Moved by Councillor Russell Milligan:
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.

3. QUARTERLY REPORT TO THE DEPARTMENT OF STATE DEVELOPMENT,
INFRASTRUCTURE, LOCAL GOVERNMENT AND PLANNING

This is a report concerning a request received by the Mayor (on behalf of Council) from the Director-General, Department of State Development, Infrastructure, Local Government and Planning (DSDILGP) for Council to provide a series of quarterly performance reports through to the quarter ending 30 June 2022.

Confirmation was sought from the Director-General in the previous quarter in relation to concluding this reporting requirement at the end of the current quarter (June 2022). Advice has been received from the Director-General that Council's quarterly reporting requirement will continue through to the end of the current council term (March 2024) with a revised scope (Attachment 1).

The attached report is tabled for consideration by the Governance and Transparency Committee and relates to the period April – June 2022 (Attachments 2-7). This quarterly report also addresses an additional request from Director-General of 30 June 2022 (Attachment 1) seeking further information regarding the recent changes to Council's Media and Corporate Communication Policy and Meetings Procedure Policy. Endorsement of this quarterly report is sought, with the Mayor to send a letter and the quarterly report to the Director-General.

RECOMMENDATION

Moved by Councillor Russell Milligan:

Seconded by Councillor Marnie Doyle:

That the Committee endorse the draft letter and quarterly performance reports (April – June 2022) set out in Attachments 2-7.

AFFIRMATIVE

Councillors:

Madsen

Milligan

NEGATIVE

Councillors:

Nil

Harding
Doyle
Kunzelmann
Jonic

The motion was put and carried.

4. REPEAL OF REHABILITATION POLICY AND UPDATE TO WORKPLACE HEALTH AND SAFETY POLICY

This is a report concerning a proposal to repeal the Council Rehabilitation Policy and update the Workplace Health and Safety Policy to include a commitment to implement rehabilitation provisions.

RECOMMENDATION

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

- A. That the policy titled 'Rehabilitation Policy', Item 43.01 adopted at Council on 21 February 2007, be repealed.**
- B. That the revised Workplace Health and Safety Policy as outlined in Attachment 3 be approved.**

AFFIRMATIVE
Councillors:
Madsen
Milligan
Harding
Doyle
Kunzelmann
Jonic

NEGATIVE
Councillors:
Nil

The motion was put and carried.

5. PROPOSED NEW TRUSTEE LEASE TO GOODNA AND DISTRICTS RUGBY LEAGUE FOOTBALL CLUB INC. OVER 135 BRISBANE TERRACE, GOODNA

This is a report concerning the renewal of the Trustee Lease over part of a Reserve located at 135 Brisbane Terrace, Goodna, described as Lease B in Lot 128 on SP178961, between Ipswich City Council (Council) as Trustee and Goodna and Districts Rugby League Football Club Inc. (GDRLFC).

RECOMMENDATION

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

- A. That pursuant to section 236(2) of the *Local Government Regulation 2012 (Regulation)*, Council as Trustee for the State of Queensland resolve that the exception at section 236(1)(c)(iii) of the Regulation applies to the disposal of leasehold interest in land at 135 Brisbane Terrace, Goodna more particularly described as Lease B in Lot 128 on SP178961, because it is for renewal of a trustee lease to the existing trustee lessee.**
- B. That Council renew the trustee lease (Council file reference number 5400 with Goodna and Districts Rugby League Football Club Inc. (Trustee Lessee):**
- (i) at a commencing annual rent of \$11,250 ex GST, payable to Council, and
 - (ii) for a term of five (5) years, with no options for extension.
- C. That pursuant to section 64(1) and 64(2) of the *Land Act 1994*, Ministerial approval has been dispensed with (as per Attachment 3 of this report) and the purpose of the trustee lease (being *'the provision of a community sports club including sporting events and administration and activities associated with that purpose'*) is consistent with the purpose of the trust land.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

6. EXTENSION TO PREFERRED SUPPLIER ARRANGEMENT WITH SECURECORP FOR SECURITY SERVICES

This is a report concerning the recommendation to approve the extension of contract for security services (#13697) with the incumbent supplier, SECUREcorp (Qld) Pty Ltd for a further 12 months.

It is important to note that on 7 August 2020, Council resolved to enter into a preferred supplier arrangement with SECUREcorp for a total contract price of \$10,512,782 for a period of two (2) years with the option to extend the contract for a further three (3) years, via three (3) one (1) year extensions. However,

Council also resolved to determine any extensions to the contract after the first two (2) year term had been completed.

RECOMMENDATION

Moved by Councillor Russell Milligan:

Seconded by Councillor Nicole Jonic:

- A. That Council resolve to extend the engagement of SECUREcorp (Pty Ltd) (contract #13697) for the provision of security services for a further 12 months (one year), noting that:**
- (i) The engagement of SECUREcorp (Pty Ltd) is by way of a Preferred Supplier Arrangement pursuant to section 233 of the Local Government Regulation 2012 (Regulation);**
 - (ii) The engagement's initial term 2-year term expires on 9 September 2022.**
 - (iii) By resolving to extend the engagement for a further 12 months (one year) Council will be exercising the first extension option available under the contract and that following the expiry of this 12-month (one year) period only two 12-month (one year) extension options will remain.**
- B. That Council's approximate spend will be \$2,102,556 excluding GST for the period of the extension in addition to the two (2) year spend to date of \$3,775,914.**
- 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 *Local Government Regulation 2012*, in order to implement Council's decision.**
- D. That, pursuant to section 238 of the *Local Government Regulation 2012*, Council resolve to delegate to the Chief Executive Officer the power to take "contractual action" in respect of the two remaining 12-month (one year) extension options available, including the power to determine whether to exercise those options.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

7. PROCUREMENT: NEARMAP SUBSCRIPTION

This is a report seeking a resolution by Council to enter into a contract with Nearmap Australia Pty Ltd for the provision of aerial imagery, locational services and software that is operationally utilised as part of Council's existing spatial services.

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 specialised services provided by these operationally necessary products. The proprietary nature of the incumbent supplier's products means that there is only one supplier who is reasonably available to provide the continued subscription to this suite of products. Further, due to the pending acquisition and implementation of an enterprise spatial solution by Council, it is more costly and disadvantageous to Council to tender for other software products when delivery of the enterprise spatial project will provide a recommendation in relation to the functional requirements serviced by this product.

A resolution of Council is sought to enter into a contract with Nearmap Australia Pty Ltd for a term of twelve (12) months for the Nearmap Offline (AI) software products. This is an estimated total cost of approximately twenty-seven thousand dollars (\$27,000.00) excluding GST for the term of the contract.

RECOMMENDATION

Moved by Councillor Marnie Doyle:

Seconded by Councillor Russell Milligan:

- 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 it would be impractical and disadvantageous to invite quotes for the provision of aerial imagery, locational services and software.**
- B. That Council enter into a contractual arrangement (Council file reference number 19123) with Nearmap Australia Pty Ltd, at an approximate purchase price of \$27,000 excluding GST over the entire term, being a term of twelve (12) months with no options for extension.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

8. PROCUREMENT - SOLUS SOFTWARE LICENCE AND SUPPORT

This is a report seeking a Council Resolution by Ipswich City Council (Council) to continue the direct engagement with Sanzap Pty Ltd. It is proposed to engage Sanzap Pty Ltd for up to five (5) years on a 3+1+1 arrangement for the continuance of the Solus Software Licence and Support for the library mobile apps and eKiosk Wayfinders for an estimated total contract spend of \$156,850.00 over the five (5) year term.

Council engaged Sanzap Pty Ltd in 2017 after a three (3) quote procurement process deemed the Solus product to be the best fit for Council's requirements. Sanzap Pty Ltd are meeting Council's performance expectations in the provision of the library mobile app and eKiosk Wayfinders for use by library members to view library content, check out books, and access links to library resources.

RECOMMENDATION

Moved by Mayor Teresa Harding:

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 or disadvantageous to invite quotes for the provision of the Solus Software Licence and Support for the library mobile app and eKiosk Wayfinders.**
- B. That Council enter into a contractual arrangement (Council file reference number 19128) with Sanzap Pty Ltd, at an approximate purchase price of \$156,850.00 excluding GST over the entire term, being an initial term of three (3) years, with options for extension at the discretion of Council (as purchaser), of an additional two (2) X one (1) year terms.**

AFFIRMATIVE

Councillors:

Madsen

Milligan

Harding

Doyle

Kunzelmann

Jonic

NEGATIVE

Councillors:

Nil

The motion was put and carried.

9. PROCUREMENT: AUSTRALIAN STANDARDS SUBSCRIPTION RENEWAL

This is a report seeking a Council Resolution by Ipswich City Council (Council) to continue the direct engagement with SAI Global Australia Pty Ltd (SAI Global). It is proposed to engage SAI Global for up to three (3) years on a 1+1+1 arrangement for the continuance of the Australian Standards Subscription for an estimated total contract spend of \$80,500 over the three' year term. Spend is inclusive of an annual 5% CPI provision.

Council has engaged SAI Global for over ten years for the provision of the Australian Standards Subscription allowing business units across Council to access the standards as required on a pay per download subscription basis. SAI Global are the primary supplier of the Australian Standards and are meeting Council's performance expectations. Due to the specialised nature of the services which SAI supply, and SAI being the supplier of Australian Standards Subscriptions, it is impractical to invite quotes from other suppliers, who may not meet the needs of Council.

RECOMMENDATION

Moved by Mayor Teresa Harding:

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 quotes for the provision of Australian Standards Subscription.**
- B. That Council enter into a contractual arrangement (Council file reference number 19131) with SAI Global Australia Pty Ltd, at an approximate purchase price of \$80,500.00 excluding GST over the entire term, being an initial term of one (1) year, with options for extension at the discretion of Council (as purchaser), of an additional two (2) X one (1) year terms.**

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 10.23 am.

The meeting closed at 10.34 am.

Doc ID No: A8185202

ITEM: 3

SUBJECT: ACQUISITION OF LAND FOR ROAD PURPOSE FOR INFO4368 HUNTER STREET
BUS RELOCATION

AUTHOR: SENIOR PROPERTY OFFICER (TENURE)

DATE: 19 JULY 2022

EXECUTIVE SUMMARY

This is a report concerning the acquisition of land for road purpose for the proposed upgrade and relocation of the bus shelter in front of Ipswich State High School located at 1 Hunter Street, Brassall, described as Lot 581 on SP145243.

RECOMMENDATION/S

- A. That Council resolve to purchase or acquire part of land located at 1 Hunter Street, Brassall, more particularly described as part of Lot 581 on SP145243 (“the land” (Council file reference 5572), for road purpose.
- B. That, in the first instance, the method of acquisition shall be as a purchase by agreement with the affected person/s pursuant to the *Property Law Act 1974*.
- C. That should purchase by agreement fail, Council shall, as “*constructing authority*” pursuant to Section 5(1)(b)(i) of the *Acquisition of Land Act 1967*, proceed to acquire the subject land.
- D. That Council be kept informed as to the progress and outcome of the acquisition.

RELATED PARTIES

- Department of Education (the “Owner”)
- Department of Transport and Main Roads (“Translink” Division - Bus Stop Upgrade Initiative)
- Queensland Police Service (“QPS”)

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

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

In 2020-2021, Ipswich State High School and Brassall State School met with Ipswich City Council (Council), the State Member of Parliament, Translink and QPS to raise concerns regarding safety due to the high number of children accessing the public transport bus stops ID310245 and ID310246 on Hunter Street, Brassall.

The issues raised included:

1. the high number of children walking to and waiting at the bus stop on Hunter Street (ID310245). More than 50 students congregate around this north bound bus stop in the afternoon and spill onto the road;
2. the safety of children crossing Hunter Street at varying locations to reach the bus stop on the southbound side of the road (ID310246); and
3. the schools have both agreed that if the bus stops were closer, they could have children wait internally and provide gates if required.

Council has conducted a safety investigation considering the issues in this location on Hunter Street and determined that the most beneficial outcome is to consider the relocation of the bus stop. This can be achieved through a collaborative approach between Council, Translink and Ipswich State High School.

The area identified for the bus shelter extends into the school property, therefore an area of land will be required for road purpose. The design has had in principle approval from the school representatives, Department of Education, TransLink, and QPS.

Department of Education representatives have suggested that Council enter into a Deed of Access and Indemnity in addition to any land titling requirements to allow early access to Education land and also to allow a survey to be done as constructed.

LEGAL/POLICY BASIS

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

Acquisition of Land Act 1967

Local Government Act 2009

Property Law Act 1974

Land Title Act 1994

RISK MANAGEMENT IMPLICATIONS

It is Council's best practice to not compulsorily acquire land owned by the State, particularly given that Council's compulsory acquisition powers are granted to Council by the State. Recommendation C regarding compulsory acquisition powers has still been included in the report so that if the negotiations do fail, Council have endorsed the compulsory process to progress for the project outcomes.

The risk of not acquiring the land would create a safety risk, as the students congregate around the existing bus stop and filter out onto the road.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	<p>If the recommendations are endorsed by Council part of the property will be acquired via a negotiated purchase.</p> <p>The outcome by a negotiated process outside of the provisions of the Acquisition of Land Act 1967 allows for a more neutral approach with owners rather than automatically triggering a compulsory process to secure the land under the provisions of the legislation.</p> <p>Council has a discretion whether or not to compulsorily acquire the land.</p>
(b) What human rights are affected?	<p>The decision to acquire land will not affect human rights as the owner of the land is a government agency.</p> <p>End of assessment.</p>
(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

Expenses relating to the acquisition will form part of the project budget for INF04368 Hunter Street. There are no other financial impacts proposed for the property acquisition to support the bus relocation as it has been considered a safety issue that was raised by the school. Council will be proposing an acquisition for no cost for the land component.

COMMUNITY AND OTHER CONSULTATION

The proposed design has been reviewed and agreed to at the 40% milestone stage in July 2022 by representatives of:

Department of Education, Ipswich State High School (Business Manager) and Council representatives from Hydraulics, Transport and Traffic, City Maintenance, Construction and Stakeholder Engagement.

Consultation with Property Services and the Infrastructure and Environment Department has commenced to progress formalising the acquisition process.

CONCLUSION

It is recommended that Council proceed with the acquisition of part of the land for road purpose located at 1 Hunter Street, Brassall, described as Lot 581 on SP145243.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	40% Design Review - Acquisition Plan  
2.	40% Design Review - Setout Plan  
	CONFIDENTIAL
3.	Title Search - Lot 581 SP145243

Kerry Perrett
SENIOR PROPERTY OFFICER (TENURE)

I concur with the recommendations contained in this report.

Alicia Rieck
ACTING PROPERTY SERVICES MANAGER

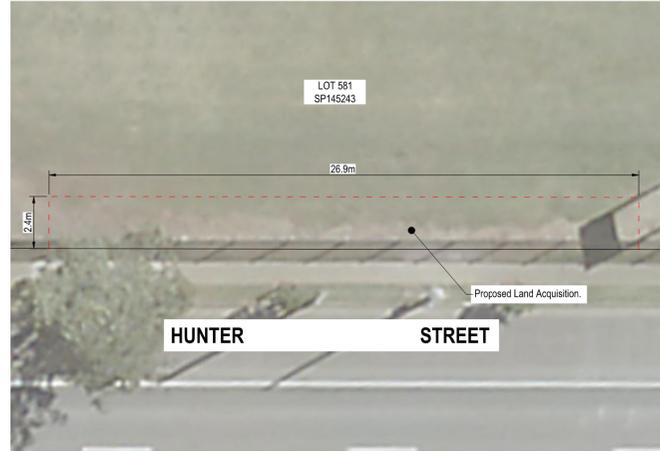
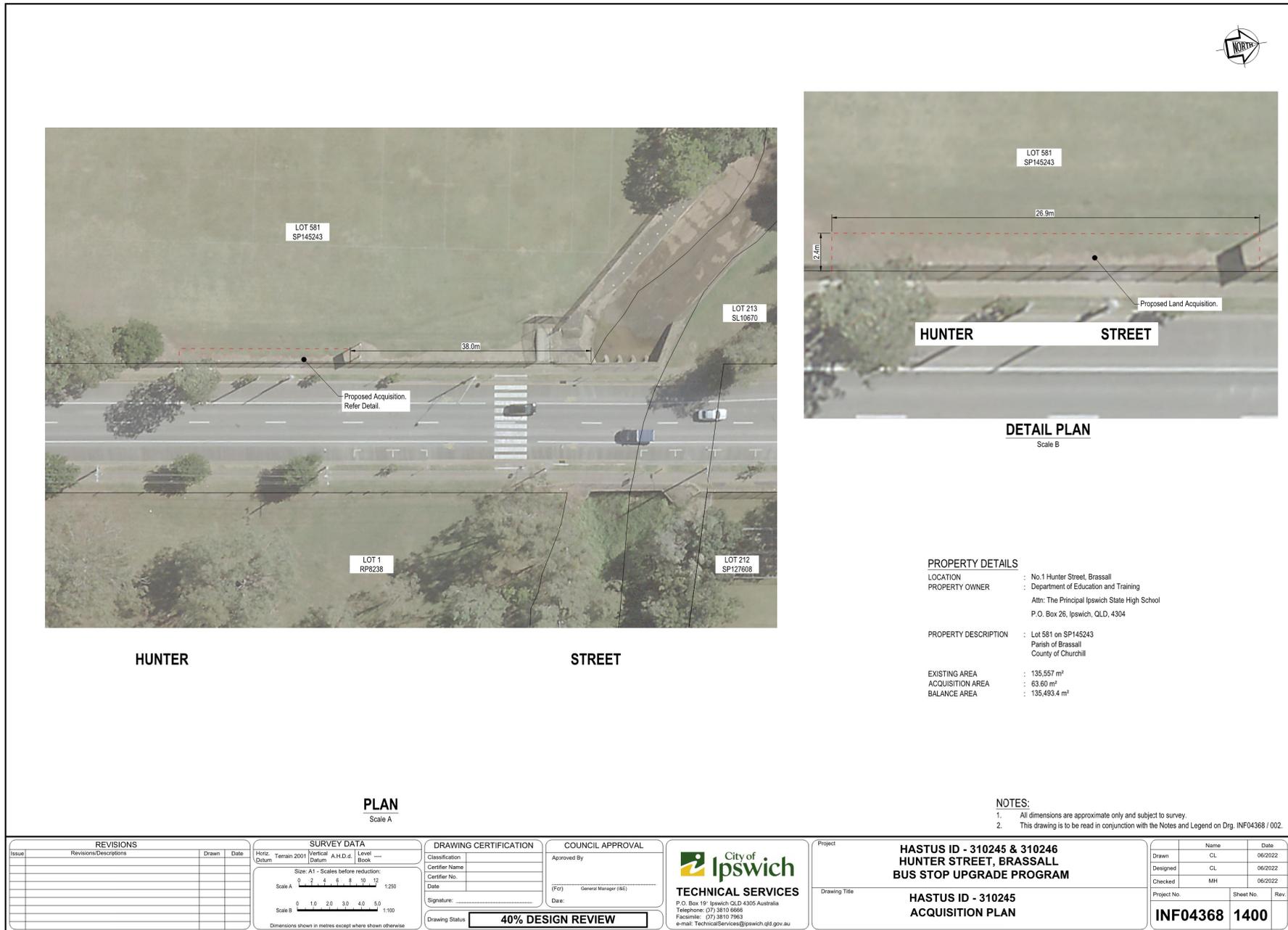
I concur with the recommendations contained in this report.

Anthony Dunleavy
MANAGER, LEGAL AND GOVERNANCE (GENERAL COUNSEL)

I concur with the recommendations contained in this report.

Matt Smith
GENERAL MANAGER CORPORATE SERVICES

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



PROPERTY DETAILS

LOCATION : No.1 Hunter Street, Brassall
 PROPERTY OWNER : Department of Education and Training
 Attn: The Principal Ipswich State High School
 P.O. Box 26, Ipswich, QLD, 4304

PROPERTY DESCRIPTION : Lot 581 on SP145243
 Parish of Brassall
 County of Churchill

EXISTING AREA : 135,557 m²
 ACQUISITION AREA : 63,60 m²
 BALANCE AREA : 135,493.4 m²

NOTES:

- All dimensions are approximate only and subject to survey.
- This drawing is to be read in conjunction with the Notes and Legend on Drg. INF04368 / 002.

REVISIONS			
Issue	Revisions/Descriptions	Drawn	Date

SURVEY DATA			
Horiz. Datum	Terrain 2001	Vertical A.H.D.d.	Level
Scale A		Scale B	
0	2	4	6
8	10	12	
0	1.0	2.0	3.0
4.0	5.0		

Scale A 1:250
Scale B 1:100

Dimensions shown in metres except where shown otherwise

DRAWING CERTIFICATION	
Classification	
Certifier Name	
Certifier No.	
Date	
Signature	
Drawing Status	40% DESIGN REVIEW

COUNCIL APPROVAL	
Approved By	
(FC)	General Manager (GM)
Date	

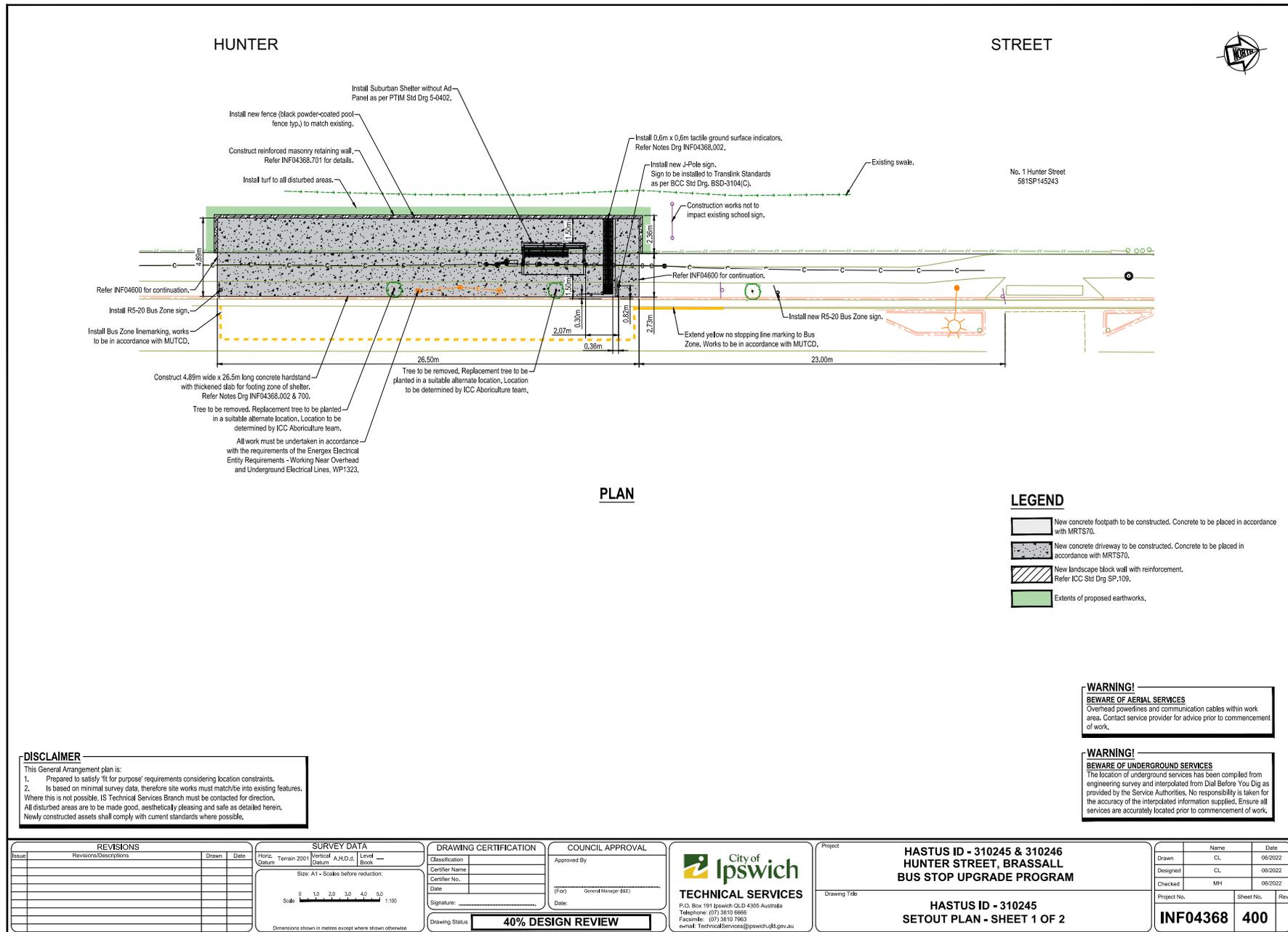
City of Ipswich

TECHNICAL SERVICES

P.O. Box 19 Ipswich QLD 4305 Australia
 Telephone: (07) 3810 6666
 Facsimile: (07) 3810 7953
 e-mail: TechnicalServices@ipswich.qld.gov.au

Project	HASTUS ID - 310245 & 310246 HUNTER STREET, BRASSALL BUS STOP UPGRADE PROGRAM
Drawing Title	HASTUS ID - 310245 ACQUISITION PLAN

Drawn	Name	Date
	CL	06/2022
Designed	CL	06/2022
Checked	MH	06/2022
Project No.	Sheet No.	Rev.
INF04368	1400	



Doc ID No: A8190293

ITEM: 4

SUBJECT: DISPOSAL OF COUNCIL FREEHOLD LAND IN TRUST LOCATED AT LOT 34 REDBANK PLAINS ROAD, SWANBANK AND 186-190 SWANBANK COAL ROAD, SWANBANK

AUTHOR: SENIOR PROPERTY OFFICER (TENURE)

DATE: 21 JULY 2022

EXECUTIVE SUMMARY

This is a report concerning the requirement for Lot 34 Redbank Plains Road, Swanbank, described as Lot 34 on SP257496 and 186-190 Swanbank Coal Road, Swanbank, described as Lot 2 on SP251825, owned by Ipswich City Council ('Council') in Trust to be opened as road. The opening of the land as road is to facilitate the road extension to be constructed by EMKC³ (the "Developer").

RECOMMENDATION/S

- A. That pursuant to section 236(2) of the *Local Government Regulation 2012* (the Regulation), Council resolve that the exception at section 236(1)(b)(i) of the Regulation applies to the disposal of Lot 34 Redbank Plains Road, Swanbank, more particularly described as Lot 34 on SP257496, and 186-190 Swanbank Coal Road, Swanbank, more particularly described as Lot 2 on SP251825 for road purpose (Council file reference 5601), because the State of Queensland (represented by the Department of Resources) ('DoR') is a government agency.
- B. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to delegate to the Chief Executive Officer the power to take "contractual action" pursuant to section 238 of the Regulation, in order to implement Council's decision.

RELATED PARTIES

- EMKC³(the "Developer")

There was no declaration of conflicts of interest

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

Lot 2 is Council freehold land held in Trust for road purpose. Lot 34 on SP257496 (Lot 34) is an amalgamation of a number of parcels of land, known as "Base Parcels" (Lot 3 RP859279,

Lot 6 RP22546, Lot 1 RP189128, Lot 1 RP859279, Lot 1 RP22548, Lot 3 RP896409 and Lot 2 RP859279) and is also Council freehold land held in Trust for road purpose. The terms of the trusts under which Council holds both lots are contained in Attachments 5 and 6 to this Report. Both lots are required for road purpose to enable access to the Development, refer Attachment 1.

Under clause 3.2(a) of the terms of the trusts under which Council holds both parcels of land, Council has the power to dedicate the land to public use under Section 51 of the *Land Title Act 1994* for a Road. This type of dedication is what is proposed by the recommendations in this report.

A location map has been provided in Attachment 2 which identifies the local area roads and suburbs in close proximity to the development site.

DISCUSSION

By signing the Form 18A Consent Form for the Survey Plan (prepared by the Developer and provided to Council at a later stage), Council will be requesting that the Department of Resources dedicate Lot 34 on SP257496 and Lot 2 on SP251825 for public use and be 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

Land Act 1994

RISK MANAGEMENT IMPLICATIONS

The assessment and subsequent recommendations have been prepared to ensure consistency with legislation and sustainable development in the best interests of the community.

Due diligence identified that part of Lot 34 on SP257496 has been subject to hazardous contaminants "Coal Rejects". The site was used for underground coal mining for more than 50 years and decommissioned in 2003. A site management plan has been prepared for each base lot accordingly.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Recommendation A and B state that Council dispose of Lot 2 on SP251825, and Lot 34 on SP257496 as road.

	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> . 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?	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 resource implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

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

CONCLUSION

It is recommended that Council approve the area of freehold land to be opened for road purpose. At a later stage, consent to the dedication and opening of the lots as road will be effected by the execution of a Form 18A Consent to accompany a survey plan for lodgement.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Property Plan ↓ 
2.	Location Map ↓ 
3.	Title Search Lot 34 SP257496 ↓ 
4.	Title Search Lot 2 SP251825 ↓ 
5.	Dealing 714122307 - Trust Document- Lot 34 SP257496 ↓ 
6.	Dealing 715224789 - Trust Document- Lot 2 SP251825 ↓ 
	CONFIDENTIAL
7.	New Gen Business Park Plan - Proposed Road Opening

Kerry Perrett
SENIOR PROPERTY OFFICER (TENURE)

I concur with the recommendations contained in this report.

Alicia Rieck
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.

Matt Smith
GENERAL MANAGER CORPORATE SERVICES

I concur with the recommendations contained in this report.

Peter Tabulo
GENERAL MANAGER PLANNING AND REGULATORY SERVICES

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

Attachment 3
Location Map



INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 12/07/2022 13:08

Title Reference: 50914476

Date Created: 27/05/2013

Previous Title: 50864423

REGISTERED OWNER

Dealing No: 715077463 10/05/2013

IPSWICH CITY COUNCIL TRUSTEE
UNDER INSTRUMENT 714122307

ESTATE AND LAND

Estate in Fee Simple

LOT 34 SURVEY PLAN 257496
Local Government: IPSWICH

For depth restrictions refer to Plan SP 257496

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11062088 (POR 283)
Deed of Grant No. 11062093 (POR 286)
2. EASEMENT IN GROSS No 601208745 (D808251) 18/11/1969
burdening the land
THE QUEENSLAND ELECTRICITY COMMISSION
over
EASEMENT G ON RP113896
Lodged at 00:00 on 18/11/1969 Recorded at 00:00 on 08/01/1970
3. TRANSFER No 703436030 06/07/1999 at 13:06
EASEMENT IN GROSS: 601208745 (D808251)
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
Lodged at 13:06 on 06/07/1999 Recorded at 12:18 on 12/07/1999
4. TRANSFER No 703436619 06/07/1999 at 15:14
EASEMENT IN GROSS: 601208745 (D808251)
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
Lodged at 15:14 on 06/07/1999 Recorded at 08:30 on 15/07/1999
5. TRANSFER No 703667391 02/11/1999 at 07:45
EASEMENT IN GROSS: 601208745 (D808251)
EASEMENT IN GROSS: 601208746 (E813201)
EASEMENT IN GROSS: 601208747 (E813202)
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
Lodged at 07:45 on 02/11/1999 Recorded at 08:57 on 10/11/1999

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 12/07/2022 13:08

Title Reference: 50914476

Date Created: 27/05/2013

EASEMENTS, ENCUMBRANCES AND INTERESTS

6. EASEMENT IN GROSS No 601208746 (E813201) 07/08/1974
BURDENING THE LAND
TO THE QUEENSLAND ELECTRICITY COMMISSION
OVER EASEMENT C ON RP135631
Lodged at 00:00 on 07/08/1974 Recorded at 00:00 on 03/09/1975
7. TRANSFER No 714520338 20/06/2012 at 11:19
EASEMENT IN GROSS: 601208746 (E813201)
ENERGEX LIMITED A.C.N. 078 849 055
Lodged at 11:19 on 20/06/2012 Recorded at 09:05 on 10/07/2012
8. EASEMENT IN GROSS No 601208747 (E813202) 07/08/1974
BURDENING THE LAND
TO THE QUEENSLAND ELECTRICITY COMMISSION
OVER EASEMENT C ON RP135631
Lodged at 00:00 on 07/08/1974 Recorded at 00:00 on 03/09/1975
9. TRANSFER No 714520339 20/06/2012 at 11:19
EASEMENT IN GROSS: 601208747 (E813202)
ENERGEX LIMITED A.C.N. 078 849 055
Lodged at 11:19 on 20/06/2012 Recorded at 09:05 on 10/07/2012
10. RESUMPTION EASEMENT No 706141518 22/11/2002 at 14:21
burdening the land
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
over
EASEMENT Y ON SP152151
Lodged at 14:21 on 22/11/2002 Recorded at 14:21 on 27/11/2002
11. EASEMENT IN GROSS No 712348279 17/04/2009 at 11:11
burdening the land
THE COORDINATOR-GENERAL
over
EASEMENT J ON SP221725
Lodged at 11:11 on 17/04/2009 Recorded at 09:36 on 01/05/2009
12. TRANSFER No 717121730 10/03/2016 at 13:43
EASEMENT IN GROSS: 712348279
EASEMENT IN GROSS: 712363531
QUEENSLAND BULK WATER SUPPLY AUTHORITY
Lodged at 13:43 on 10/03/2016 Recorded at 08:04 on 11/04/2016
13. EASEMENT IN GROSS No 712363531 24/04/2009 at 10:58
burdening the land
THE COORDINATOR-GENERAL
over
EASEMENT K ON SP221726
Lodged at 10:58 on 24/04/2009 Recorded at 11:29 on 12/05/2009

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 12/07/2022 13:08

Title Reference: 50914476

Date Created: 27/05/2013

EASEMENTS, ENCUMBRANCES AND INTERESTS

14. EASEMENT IN GROSS No 712737964 18/09/2009 at 09:21
burdening the land
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
over
PART OF THE LAND FORMERLY LOT 301 ON SP221720
Lodged at 09:21 on 18/09/2009 Recorded at 12:23 on 19/10/2009
15. EASEMENT IN GROSS No 712738061 18/09/2009 at 09:31
burdening the land
QR NETWORK PTY LTD A.C.N. 132 181 116
over
EASEMENT T ON SP221731
Lodged at 09:31 on 18/09/2009 Recorded at 11:39 on 23/10/2009
16. EASEMENT IN GROSS No 712738077 18/09/2009 at 09:32
burdening the land
QR NETWORK PTY LTD A.C.N. 132 181 116
over
EASEMENT S ON SP221731
Lodged at 09:32 on 18/09/2009 Recorded at 11:41 on 23/10/2009
17. EASEMENT IN GROSS No 712738087 18/09/2009 at 09:33
burdening the land
QR NETWORK PTY LTD A.C.N. 132 181 116
over
EASEMENT Q ON SP221731
Lodged at 09:33 on 18/09/2009 Recorded at 11:49 on 23/10/2009
18. EASEMENT IN GROSS No 712738092 18/09/2009 at 09:34
burdening the land
MOONIE PIPELINE COMPANY PTY LTD A.C.N. 009 719 484
over
EASEMENT R ON SP221731
Lodged at 09:34 on 18/09/2009 Recorded at 11:49 on 23/10/2009
19. EASEMENT IN GROSS No 712738136 18/09/2009 at 09:39
burdening the land
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
over
EASEMENT N ON SP221729
Lodged at 09:39 on 18/09/2009 Recorded at 11:56 on 23/10/2009
20. EASEMENT IN GROSS No 712738147 18/09/2009 at 09:40
burdening the land
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
over
EASEMENT P ON SP221731
Lodged at 09:40 on 18/09/2009 Recorded at 11:56 on 23/10/2009

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 12/07/2022 13:08

Title Reference: 50914476

Date Created: 27/05/2013

EASEMENTS, ENCUMBRANCES AND INTERESTS

21. EASEMENT IN GROSS No 713176597 14/04/2010 at 14:05
burdening the land
IPSWICH CITY COUNCIL
over
EASEMENTS B AND L ON SP221204
Lodged at 14:05 on 14/04/2010 Recorded at 18:12 on 12/05/2010
22. EASEMENT No 713176607 14/04/2010 at 14:08
benefiting
PART OF THE LAND FORMERLY LOTS 1 AND 3 ON SP221204 OVER
EASEMENT A ON SP221204
Lodged at 14:08 on 14/04/2010 Recorded at 18:12 on 12/05/2010
23. EASEMENT No 713176614 14/04/2010 at 14:12
BURDENING THE LAND TO
LOTS 1, 2 AND 4 ON SP221204
OVER EASEMENT B ON SP221204
Lodged at 14:12 on 14/04/2010 Recorded at 18:12 on 12/05/2010
24. EASEMENT No 713176619 14/04/2010 at 14:14
benefiting
PART OF THE LAND FORMERLY LOTS 1 AND 3 ON SP221204 OVER
EASEMENT C ON SP221204
Lodged at 14:14 on 14/04/2010 Recorded at 18:12 on 12/05/2010
25. EASEMENT No 713176625 14/04/2010 at 14:16
BURDENING THE LAND TO
LOT 3 ON SP221204
OVER EASEMENT L ON SP221204
Lodged at 14:16 on 14/04/2010 Recorded at 18:12 on 12/05/2010
26. EASEMENT No 714122265 20/10/2011 at 15:10
benefiting
PART OF THE LAND FORMERLY LOT 3 ON SP221204 OVER EASEMENT F
ON SP234016
Lodged at 15:10 on 20/10/2011 Recorded at 08:39 on 11/11/2011
27. EASEMENT No 714122268 20/10/2011 at 15:10
benefiting
PART OF THE LAND FORMERLY LOT 3 ON SP221204 OVER EASEMENT GA
ON SP234016
Lodged at 15:10 on 20/10/2011 Recorded at 08:39 on 11/11/2011
28. EASEMENT No 714122271 20/10/2011 at 15:11
benefiting
PART OF THE LAND FORMERLY LOT 3 ON SP221204 OVER EASEMENT H
ON SP234016
Lodged at 15:11 on 20/10/2011 Recorded at 08:39 on 11/11/2011

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 12/07/2022 13:08

Title Reference: 50914476

Date Created: 27/05/2013

EASEMENTS, ENCUMBRANCES AND INTERESTS

29. EASEMENT No 714122278 20/10/2011 at 15:12
benefiting
PART OF THE LAND FORMERLY LOT 3 ON SP221204 OVER EASEMENT P
ON SP234016
Lodged at 15:12 on 20/10/2011 Recorded at 08:39 on 11/11/2011
30. EASEMENT IN GROSS No 715077485 10/05/2013 at 11:08
burdening the land
CENTRAL SEQ DISTRIBUTOR-RETAILER AUTHORITY A.B.N. 86 673 835
011
over
EASEMENTS WC AND WF ON SP257496
Lodged at 11:08 on 10/05/2013 Recorded at 16:37 on 27/05/2013

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
714760906	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	01/11/2012 11:12	CUR	IH-GEN -00

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 21/07/2022 10:59

Title Reference: 50927516

Date Created: 22/10/2013

Previous Title: 18315015

REGISTERED OWNER

Dealing No: 715224789 26/07/2013

IPSWICH CITY COUNCIL TRUSTEE
UNDER INSTRUMENT 715224789

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 251825
Local Government: IPSWICH

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10250058 (POR 20)
2. EASEMENT IN GROSS No 705889009 21/08/2002 at 14:29
burdening the land
QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED
A.C.N. 078 849 233
over
EASEMENT T ON SP152161
Lodged at 14:29 on 21/08/2002 Recorded at 15:34 on 22/08/2002
3. EASEMENT IN GROSS No 707275474 08/12/2003 at 15:30
burdening the land
ENERGEX LIMITED A.C.N. 078 849 055
over
EASEMENT A ON SP162860
Lodged at 15:30 on 08/12/2003 Recorded at 08:44 on 15/12/2003
4. EASEMENT IN GROSS No 713752267 10/03/2011 at 09:53
burdening the land
THE COORDINATOR-GENERAL
over
EASEMENT E ON SP221717
Lodged at 09:53 on 10/03/2011 Recorded at 10:13 on 23/03/2011
5. TRANSFER No 717121730 10/03/2016 at 13:43
EASEMENT IN GROSS: 713752267
QUEENSLAND BULK WATER SUPPLY AUTHORITY
Lodged at 13:43 on 10/03/2016 Recorded at 08:04 on 11/04/2016

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status	Location
710964970	VEG NOTICE	04/09/2007 14:14	CUR	IH-GEN -00
VEGETATION MANAGEMENT ACT 1999				
UNREGISTERED DEALINGS - NIL				

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 21/07/2022 10:59

Title Reference: 50927516

Date Created: 22/10/2013

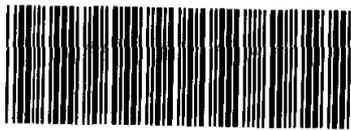
Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

TRANSFER

FORM 1 Version 5
Page 1 of 3



714122307

\$132.50
20/10/2011 15:17

BE 235

Client No.: 34579054 Duties Act 2001
 Transaction No. 503-855-280
 Duty Paid \$ NIL Exempt
 LTI \$
 Date: 18/10/11 Signed: [Signature]

1. Interest being transferred (if shares show as a fraction) **Lodger** (Name, address, E-mail & phone number) **Lodger Code**
 Fee simple Freehills
 DX 255 Brisbane Qld
 adrian.rich@freehills.com
 Tel: (07) 3258 6666
 Ref: LAS:ATR:81086550
 108A

2. Lot on Plan Description **County** **Parish** **Title Reference**
 Lot 3 on SP242338 Stanley Goodna To issue from 50767094,
 50767095, 507807328,
 50810133 and 50810135

3. Transferor
 Investa Commercial Developments Pty Ltd ACN 053 747 425

4. Consideration
 \$1.00 and pursuant to section 637(5) of the Sustainable Planning Act 2009

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 that 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]
DEBORAH ANNE O'BRIEN
 A Justice of the Peace in and for
 The State of New South Wales
 (Registration No. 120349)

15/9/11

Investa Commercial Developments Pty Ltd ACN 053 747 425
 in accordance with s.127 of the Corporations Act 2001 (Cth)
[Signature]
Jonathan Callaghan Director
[Signature]
Andrew Murray Director/Secretary

.....
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)

Execution Date

Transferor's Signature

[Signature]
ROSS ELLIOTT
 Commissioner of Declarations 8653

23/09/11

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

.....
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)

Execution Date

Transferee's Signature

JANE KILBOUR
 ACTING ENGINEERING AND
 ENVIRONMENT MANAGER

Title Reference [To issue from 50767094, 50767095, 507807328, 50810133 and 50810135]

This is the schedule to the Form 1 Transfer from Investa Commercial Developments Pty Ltd ACN 053 747 425 (**Transferor**) to Ipswich City Council as trustee (**Council**).

1. Declaration of Trust

- 1.1 It is declared that the Land is to be held by Council on trust for the Trust Purposes.
- 1.2 In this schedule:

Adjacent Land means a lot under the *Land Title Act 1994* (Qld) which shares a boundary with the Land from time to time.

Government Agency means any Commonwealth, state or local government or any governmental, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Land means the land specified in item 2 of the Form 1 Transfer and any additional land described in paragraph 3.2(d), and has a meaning affected by subclause 3.4.

Road includes anything that is a road under the *Transport Infrastructure Act 1994* (Qld) as in force when the Form 1 Transfer is registered.

Trust Purposes means:

- (a) one or more of:
- (i) dedication of all or part of the Land for a Road under section 51(2) of the *Land Title Act 1994* (Qld) at a time to be determined by Council in its sole discretion; or
 - (ii) transfer of all or part of the Land to a constructing authority under the *Acquisition of Land Act 1967* (Qld) for a Road (including by way of an agreement under section 15 of that Act) at a time to be determined by Council in its sole discretion; or
 - (iii) surrender of all or part of the Land under section 327 of the *Land Act 1994* (Qld) for the purpose of allowing it to become, or for its use as, a Road at a time to be determined by Council in its sole discretion; and
- (b) the setting aside of all or part of the Land for future use as a Road; and
- (c) the use of all or part of the Land as a Road.

2. Terms

2.1 Council:

- (a) must maintain and manage the Land and any improvements on the Land consistent with achieving the Trust Purposes;
- (b) may take all action necessary for the maintenance and management of the Land;
- (c) may make and enforce local laws for the use of the Land and any improvements on the Land; and
- (d) must comply with all relevant laws in relation to the exercise of its powers as trustee of the Land.

3. Powers

- 3.1 As trustee of the Land, Council has all the powers conferred on trustees by the *Trusts Act 1973* (Qld), any other statute and the general law.

Title Reference [To issue from 50767094, 50767095, 507807328, 50810133 and 50810135]

3.2 As trustee of the Land, Council has the power to:

- (a) dedicate the Land to public use under section 51 of the *Land Title Act 1994* (Qld) for a Road; and
- (b) transfer the Land to a constructing authority under the *Acquisition of Land Act 1967* (Qld) for a Road (including by way of an agreement under section 15 of that Act); and
- (c) surrender the Land under section 327 of the *Land Act 1994* (Qld) for the purpose of allowing it to become, or for its use as, a Road; and
- (d) accept the transfer or grant of additional land to be held for the Trust Purposes under this schedule.

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* (Qld); and
- (e) transfer a part of the Land to a constructing authority under the *Acquisition of Land Act 1967* (Qld) 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) surrender a part of the Land under section 327 of the *Land Act 1994* (Qld) for any purpose; and
- (g) 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
- (h) 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:

- (i) all or substantially all of the Land is sold or disposed of; or
- (j) the Land can no longer be practically used for the Trust Purposes; or
- (k) the Land no longer has the character of land held on trust for the Trust Purposes; or
- (l) the basic nature of the trust created by this schedule would be destroyed.

3.4 If Council disposes of some but not all of the Land (by dedication, transfer, surrender or otherwise), a reference in this schedule to the Land is taken to be a reference to such of the Land as remains after the disposition.

4. Licence back to Transferor and others

4.1 In this clause:

Initial Licensee means the Transferor.

Licensees means the Initial Licensees and the Successor Licensees.

Principal Licensee means the Transferor and each Successor Licensee where they are the registered owner of the Adjacent Land who is not a Sublicensee.

715224789 V0 REGISTERED Recorded Date 26/07/2013 11:07 Page 1 of 6

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994

TRANSFER

FORM 1 Version 5
Land Title Act 2009 Page 1 of 6

Client No.: 3499054
Transaction No.: 506 Imp 23-438
Duty Paid \$: N.I. Exempt
UTI \$: —
Date: 25/7/13 Signed: J. Bunch

715224789
\$157.40
26/07/2013 11:07

BE 235

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).
For more information about privacy in NR&W see the department's website.

1. Interest being transferred (if shares show as a fraction) **Lodger** (Name, address, E-mail & phone number) **Lodger Code**

Fee simple Freehills 108A
DX 255 Brisbane Qld
adrian.rich@freehills.com
Tel: (07) 3258 6666
Ref: LAS:ATR:81086550

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).

2. Lot on Plan Description **County** **Parish** **Title Reference**

Lot 2 on SP251825 Stanley Bundamba To issue from 18315015

3. Transferor
Queensland Electricity Transmission Corporation Limited ACN 078 849 233

4. Consideration
\$1.00 and pursuant to section 637(5) of the Sustainable Planning Act 2009

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 that 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]
Deborah Jane Gustar
A Justice of the Peace (Qualified) No 5720

27/6/12

QUEENSLAND ELECTRICITY TRANSMISSION CORPORATION LIMITED ACN 078 849 233
[Signature]
By its Attorney Mary John McBride under Power of Attorney no. 712954286

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)

Execution Date

Transferor's Signature

[Signature]
JULIE ANN HODGE

19/10/12

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

[Signature] REG. NO. 75542
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)

Execution Date

Transferee's Signature
Joanne Pocock
DEVELOPMENT PLANNING MANAGER

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

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

Page 2 of 6
FORM 20 Version 2

Title Reference [To issue from 18315015]

This is the schedule to the Form 1 Transfer from ~~Investa Commercial Developments Pty Ltd ACN 063 747 425~~ **Queensland Electricity Transmission Corporation Limited ACN 018 849 233** (Transferor) to Ipswich City Council as trustee (Council).

1. Declaration of Trust

1.1 It is declared that the Land is to be held by Council on trust for the Trust Purposes.

1.2 In this schedule:

Adjacent Land means a lot under the *Land Title Act 1994* (Qld) which shares a boundary with the Land from time to time.

Government Agency means any Commonwealth, state or local government or any governmental, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Land means the land specified in item 2 of the Form 1 Transfer and any additional land described in paragraph 3.2(d), and has a meaning affected by subclause 3.4.

Road includes anything that is a road under the *Transport Infrastructure Act 1994* (Qld) as in force when the Form 1 Transfer is registered.

Trust Purposes means:

- (a) one or more of:
 - (i) dedication of all or part of the Land for a Road under section 51(2) of the *Land Title Act 1994* (Qld) at a time to be determined by Council in its sole discretion; or
 - (ii) transfer of all or part of the Land to a constructing authority under the *Acquisition of Land Act 1967* (Qld) for a Road (including by way of an agreement under section 15 of that Act) at a time to be determined by Council in its sole discretion; or
 - (iii) surrender of all or part of the Land under section 327 of the *Land Act 1994* (Qld) for the purpose of allowing it to become, or for its use as, a Road at a time to be determined by Council in its sole discretion; and
- (b) the setting aside of all or part of the Land for future use as a Road; and
- (c) the use of all or part of the Land as a Road.

2. Terms

2.1 Council:

- (a) must maintain and manage the Land and any improvements on the Land consistent with achieving the Trust Purposes;
- (b) may take all action necessary for the maintenance and management of the Land;
- (c) may make and enforce local laws for the use of the Land and any improvements on the Land; and
- (d) must comply with all relevant laws in relation to the exercise of its powers as trustee of the Land.

3. Powers

3.1 As trustee of the Land, Council has all the powers conferred on trustees by the *Trusts Act 1973* (Qld), any other statute and the general law.

Title Reference [To issue from 18315015]

3.2 As trustee of the Land, Council has the power to:

- (a) dedicate the Land to public use under section 51 of the *Land Title Act 1994* (Qld) for a Road; and
- (b) transfer the Land to a constructing authority under the *Acquisition of Land Act 1967* (Qld) for a Road (including by way of an agreement under section 15 of that Act); and
- (c) surrender the Land under section 327 of the *Land Act 1994* (Qld) for the purpose of allowing it to become, or for its use as, a Road; and
- (d) accept the transfer or grant of additional land to be held for the Trust Purposes under this schedule.

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* (Qld); and
- (e) transfer a part of the Land to a constructing authority under the *Acquisition of Land Act 1967* (Qld) 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) surrender a part of the Land under section 327 of the *Land Act 1994* (Qld) for any purpose; and
- (g) 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
- (h) 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:

- (i) all or substantially all of the Land is sold or disposed of; or
- (j) the Land can no longer be practically used for the Trust Purposes; or
- (k) the Land no longer has the character of land held on trust for the Trust Purposes; or
- (l) the basic nature of the trust created by this schedule would be destroyed.

3.4 If Council disposes of some but not all of the Land (by dedication, transfer, surrender or otherwise), a reference in this schedule to the Land is taken to be a reference to such of the Land as remains after the disposition.

4. Licence back to Transferor and others

4.1 In this clause:

Initial Licensee means the Transferor.

Licensees means the Initial Licensees and the Successor Licensees.

Principal Licensee means the Transferor and each Successor Licensee where they are the registered owner of the Adjacent Land who is not a Sublicensee.

Title Reference [To issue from 18315015]

Sublicensee of a person means that person's officers, employees, servants, agents, contractors, subcontractors, consultants, sublicensees and suppliers.

Successor Licensees means the successors in title to the Transferor who are the registered owners from time to time of the Adjacent Land.

- 4.2 Council grants to the Initial Licensee a licence over the Land with the rights to:
- (a) pass and repass over the Land with or without vehicles; and
 - (b) do all things reasonably necessary to facilitate the lawful future development of the Adjacent Land (including but not limited to the lawful carrying out of earthworks and the lawful installation of utilities servicing the Adjacent Land); and
 - (c) grant a sub-licence to a Sublicensee of the Initial Licensee.
- 4.3 If asked to do so by the Initial Licensee or a Successor Licensee, Council will grant to the Successor Licensees (at their cost) a licence over the Land with the rights to:
- (a) pass and repass over the Land with or without vehicles; and
 - (b) do all things reasonably necessary to facilitate the lawful future development of the Adjacent Land (including but not limited to the lawful carrying out of earthworks and the lawful installation of utilities servicing the Adjacent Land); and
 - (c) grant a sub-licence to a Sublicensee of that Successor Licensee.
- 4.4 The Initial Licensee holds the benefit of the promise by Council to grant a licence to a Successor Licensee under clause 4.3 on trust for the benefit of a successor in title of the Initial Licensee of any part of the Adjacent Land.
- 4.5 The licence granted under subclause 4.2 is subject to the conditions in subclauses 4.6 to 4.17. A licence granted under subclause 4.3 will be subject to those same conditions.
- 4.6 The licence does not authorise a Licensee to do any work on the Land itself unless the Licensee (or if the Licensee is a Sublicensee, the Principal Licensee of whom they are a Sublicensee) has Council's written approval and does the work strictly in accordance with that approval and any conditions on which it is given.
- 4.7 The licence is not exclusive to any Licensee or to the Licensees as a whole. Council may itself use the Land and may authorise other people to use the Land. A Licensee is not entitled to, and must not, use the Land in such a manner or with such an intensity as to disrupt or unreasonably interfere with:
- (a) the lawful use or enjoyment of the Land by Council for the Trust Purposes; or
 - (b) anyone else's lawful use of the Land.
- 4.8 A Licensee may exercise the licence only if:
- (a) that Licensee holds public liability insurance for at least \$20,000,000 or is insured under a public liability insurance policy held by another Licensee for at least \$20,000,000; and
 - (b) that Licensee or the insured has given Council evidence reasonably satisfactory to Council of the currency of that insurance if Council has asked for it; and
 - (c) the insurer is reputable and otherwise acceptable to Council.
- 4.9 A Licensee enters on and uses the Land at the risk of the Licensee. A Sublicensee enters on and uses the Land at the risk of the Principal Licensee of whom they are a Sublicensee.
- 4.10 The Principal Licensees must indemnify and hold indemnified Council from and against every action, claim, demand, loss, damage, cost and expense which Council sustains or incurs or for which Council may be or

Title Reference [To issue from 18315015]

become liable in respect of loss or damage to property or death or injury which is caused by or which arises out of or is incidental to the exercise by that Principal Licensee or by a Sublicensee of that Principal Licensee of the rights and privileges granted under this clause or the failure of that Principal Licensee or a Sublicensee of that Principal Licensee to comply with an obligation under this clause or under any licence granted to the Successor Licensees, except to the extent that the same is caused by the negligence or wrongful act of Council.

- 4.11 Council will not be liable to a Licensee for loss or damage to or the theft of any vehicle or its accessories or any chattels in the vehicle when it is on, entering or leaving the Land.
- 4.12 Each Licensee releases Council from and against every action, claim, demand, loss, damage, cost and expense which Council sustains or incurs or for which Council may be or become liable in respect of loss or damage to property or death or injury which is caused by or which arises out of or is incidental to the exercise by that Licensee of the rights and privileges granted under this clause or the failure of that Licensee to comply with an obligation under this clause or under any licence granted to the Successor Licensees, except to the extent that the same is caused by the negligence or wrongful act of Council.
- 4.13 A Principal Licensee must immediately repair any damage done to the Land or any fixture on it if the damage is done or caused by:
- (a) that Principal Licensee; or
 - (b) a Sublicensee of that Principal Licensee,
- however Council acknowledges and agrees that this clause 4.13 will not apply in respect of any work carried out on the Land by any Licensee that has been approved by Council and otherwise complies with the requirements of clause 4.6.
- 4.14 A Licensee does not have any estate or interest in the Land and must not lodge a caveat against the title to the Land.
- 4.15 The rights granted under this clause to Licensees expire:
- (a) with respect to any part of the Land which is dedicated to public use under section 51 of the *Land Title Act 1994 (Qld)* – when it is dedicated; and
 - (b) with respect to any part of the Land which is transferred to a constructing authority under the *Acquisition of Land Act 1967 (Qld)* for a Road (including by way of an agreement under section 15 of that Act – when it is transferred; and
 - (c) with respect to any part of the Land which is surrendered under section 327 of the *Land Act 1994 (Qld)* – when it is surrendered.
- 4.16 Council may terminate the rights granted under this clause 4 (or any licence granted to the Successor Licensees) to a Principal Licensee, by notice to that Principal Licensee, if:
- (a) the Principal Licensee (or any Sublicensee of the Principal Licensee) has breached an obligation under the this clause (or any licence granted to the Successor Licensees) or has done an act or made an omission in contravention of the this clause (or any licence granted to the Successor Licensees); and
 - (b) Council has given the Principal Licensee notice of the breach; and
 - (c) if the breach is capable of being remedied, the Principal Licensee has not remedied the breach within 21 days after being given the notice; and
 - (d) if the breach is not capable of being remedied, the Principal Licensee has not paid reasonable compensation in respect of the default having regard to the nature and extent of the breach within 21 days after being given the notice.

Title Reference [To issue from 18315015]

4.17 If the rights granted under this clause (or any licence granted to the Successor Licensees) to a Principal Licensee are terminated or expire, the same thing happens to the rights granted to any Sublicensee of that Principal Licensee.

5. General

5.1 The Transferor declares that it has a general charitable intention in creating the trust under this schedule.

5.2 Nothing in this schedule is intended to prevent or restrict a court from exercising any jurisdiction conferred by the *Trusts Act 1973* (Qld), under its inherent jurisdiction or otherwise, including a court's jurisdiction to:

- (a) make a cy-près scheme; or
- (b) make an administrative scheme; or
- (c) make an order conferring a power on Council or sanctioning the exercise of a power by Council; or
- (d) make an order approving any arrangement varying or revoking the trust or enlarging the powers of Council as trustee; or
- (e) give directions to Council as trustee.

5.3 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).

5.4 The law of Queensland applies to this schedule.

5.5 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.

5.6 Council agrees upon request by the Transferor (or any successor(s) in title to the Transferor who are the registered owners from time to time of the Adjacent Land) (**Applicant**) to promptly execute any application to any Government Agency (**Application**) to enable the Applicant to lawfully develop or use the Land and the Adjacent Land in any way or manner contemplated by that Application which, in respect of proposed development or use of the Land, must be consistent with the Trust Purposes. So there is no doubt, if Council is obliged to execute or executes an Application:

- (a) it does not fetter or constitute the exercise of any role or function of Council as assessment manager under the *Sustainable Planning Act 2009* (Qld) or otherwise under any Act, statutory instrument, local law or subordinate local law (and Council may exercise those roles and functions as if it had not been obliged to execute or executed the Application); and
- (b) it does not constitute an approval, or waive any person's obligations, under clause 4.6 or any equivalent provision of a licence granted under clause 4.3.

Doc ID No: A8175709

ITEM: 5

SUBJECT: NEW LEASE OVER 31-33 NIMMO STREET, BOOVAL TO QUEENSLAND
ROLLINGSTOCK PRESERVATION GROUP INC.

AUTHOR: PROPERTY SUPPORT OFFICER

DATE: 13 JULY 2022

EXECUTIVE SUMMARY

This is a report concerning the proposed new lease over Council freehold land located at 31-33 Nimmo Street, Booval, described as Lot 2 on SP279178 (the Land), between Ipswich City Council (Council) and Queensland Rollingstock Preservation Group Inc. (QRPG).

RECOMMENDATION

- A. That pursuant to section 236(2) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception at section 236(1)(b)(ii) of the Regulation applies to the disposal of interest in land at 31-33 Nimmo Street, Booval, more particularly described as Lot 2 on SP279178 for maintenance and restoration of rollingstock assets (locomotives, carriages, wagons, track maintenance, etc) purposes because Queensland Rollingstock Preservation Group Inc. (Lessee) is a not-for-profit community organisation.**
- B. That Council enter a lease (Council file reference number 5592) with the Lessee:**
- (i) at a commencing annual rent of \$1,000.00 excluding GST, payable to Council, and**
 - (ii) for an initial term of three (3) years, with an option for extension of an additional one (1) x two (2) years.**
- C. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to delegate to the Chief Executive Officer the power to take “*contractual action*” pursuant to section 238 of the Regulation, in order to implement Council’s decision.**

RELATED PARTIES

Queensland Rollingstock Preservation Group Inc. (QRPG)

There was no declaration of conflict of interest.

IFUTURE THEME

A Trusted and Leading Organisation

PURPOSE OF REPORT/BACKGROUND

The Queensland Rollingstock Preservation Group Inc. (QRPG) are a not-for-profit organisation with the objective to undertake maintenance and restoration of their rollingstock assets (locomotives, carriages, wagons, track maintenance, etc). The QRPG have been leasing a site at Blackstone since 2017 which has since been sold requiring QRPG to urgently relocate. QRPG has a strong railway history within Ipswich, ex-Queensland Railway workers reside in the City, some still show a strong interest in the working of rollingstock. The QRPG's preference was to find a permanent site but, were happy to settle for something temporary until a longer arrangement could be sought. Following consultation with IED it was recommended that 31-33 Nimmo Street, Booval would be a location suitable for the QRPG's purpose. The 31-33 Nimmo Street premises are the former Booval Depot which previously occupied Council's sign shop and soil laboratory.

Given the former use of the premises as a Council depot and its operations 31-33 Nimmo Street, Booval, described as Lot 2 on SP279178 is listed on the Environmental Management Register or Contaminated Land Register (refer Attachment 3). The results contained on the registers have been taken into consideration when assessing QRPG's use of the premises and it has been deemed appropriate for their proposed maintenance and restoration works.

Council maintains the premises on a regular maintenance cycle and the improvements on the land include a colour bond shed. A building scheduled for demolition at the end of the 2021-2022 FY has been removed from the premises and was the old soil laboratory near the entrance to the site.

It is proposed that the QRPG will occupy two separate lease areas, as shown in Attachment 2, with a licence to each area for access. The two separate lease areas will comprise of an area 978m² and 450m², providing a total lease area of 1,428m².

The essential tenure agreement terms are as follows:

Agreement Terms	Proposed Lease Terms
Period:	Three (3) Years
Commencement Date:	01/11/2022
Expiry Date:	31/10/2025
Options:	One (1) x Two (2) Years
Annual Rent:	\$1,000.00 per annum ex GST
Fixed Rent Review:	3% annually on each anniversary of the lease commencement date

Permitted Use:	The provision of maintenance and restoration of rollingstock assets (locomotives, carriages, wagons, track maintenance, etc)
Maintenance Responsibilities:	QRPG is responsible for structural elements, building repairs and maintenance, as well as general landscaping maintenance (including the mowing of a three (3) metre perimeter around carriages). The lessor will continue to maintain lawns outside the Lease area
Building Ownership	Lessor (existing shed only)

LEGAL/POLICY BASIS

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

Land Title Act 1994

Local Government Regulation 2012

Local Government Act 2009

Land Regulation 2020

RISK MANAGEMENT IMPLICATIONS

The Nimmo Street premises is expected to be impacted by the future Jacaranda Street extension. A proposed Open Space Concept Master Plan, shown in Attachment 4, is expected to form part of the ultimate Norman Street bridge project. It has been identified that the future road corridor (ie. Jacaranda Street extension component) is expected to be well beyond three years. Based on this advice it is proposed that the initial lease term is for a period of three years with an assessment on the future road requirements to be undertaken prior to the end of term and before the option is exercised.

There are low risk management implications for this lease as QRPG will be providing a presence over Council's premises which has been vacant since closure of the depot. Council's new lease agreement will clearly set out the lessee's maintenance responsibilities in managing the asset.

The risk implications for QRPG not entering a long-term tenure over the facility is that QRPG will have difficulty finding an alternative location, potentially resulting in the association folding, and the creation of some reputational risk to Council.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The Recommendations resolve for Council to apply an exemption under 236(1)(b)(ii) of the <i>Local Government Regulations 2012</i> to enter into a new lease with Queensland Rollingstock Preservation Group Inc. for a three (3) year term with an option period of a further two (2) years for the

	maintenance and restoration of rollingstock assets (locomotives, carriages, wagons, track maintenance, etc).
(b) What human rights are affected?	Human Rights are not affected as the Queensland Rollingstock Preservation Group Inc. is a not-for-profit organisation 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

In accordance with Council's *Tenure Over Council Property Policy* this facility will generate a rental income for Council under a Lease Agreement. The cost of managing and maintaining the premises will continue to be borne by Council with the exception of a three (3) metre buffer around the perimeter of the QRPG assets.

COMMUNITY AND OTHER CONSULTATION

In December 2021, QRPG commenced discussions with Council on the possibility of a Lease over the 31-33 Nimmo Street, Booval premises seeking to secure short term tenure to relocate and restore their rollingstock assets.

Property Services conducted internal stakeholder consultation with the Infrastructure and Environment Department, Planning and Regulatory Services Department and the Community, Cultural and Economic Development Department, where the following feedback was provided:

- Infrastructure Strategy Branch recommended initial advice be sought from Planning and Regulatory Services with regards to Planning requirements for the intended activities.
- Planning and Regulatory Services advised that no development applications would be required to be lodged, should they wish to continue the use of part of the site for their activity.
- Community and Cultural Services Branch advised that they had no issues with progressing this request to a lease under section 236 of the *Local Government Regulation 2012*.
- Infrastructure Strategy Branch and Environment advised that the future Jacaranda Street extension roadworks, as shown in Attachment 4, are expected to form part of the ultimate Norman Street bridge project, however, these roadworks (ie. Jacaranda Street

extension component) are expected to be well beyond three years and did not see any issues with a proposed three (3) year lease in term of the future road corridor.

The Property Team liaised with the QRPG in relation to a proposed lease over the Nimmo Street premises, including the rental calculation in accordance with Council's policy.

On 26th August 2022 QRPG emailed the Property Services Team confirming acceptance of the above terms presented to them in a letter of offer.

CONCLUSION

It is recommended that Council support the new Lease to QRPG for a term of three (3) years, with a one (1) x two (2) year option by applying the exception under 236(1)(b)(ii) of the *Local Government Regulation 2012*. The new Lease will clearly outline maintenance responsibilities between Council and QRPG and will reflect the requirements of the *Land Title Act 1994*, *Land Regulation 2020*, *Local Government Act 2009* and the *Local Government Regulation 2012*.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Title Search - Lot 2 SP279178 ↓ 
2.	Proposed Lease Areas - 31-33 Nimmo Street, Booval ↓ 
3.	Contaminated Land Search Results - Lot 2 SP27918 ↓ 
	CONFIDENTIAL
4.	Nimmo Street Concept Master Plan

Michelle McNamara

PROPERTY SUPPORT OFFICER

I concur with the recommendations contained in this report.

Alicia Rieck

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.

Matt Smith

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: 11/01/2022 11:19

Title Reference: 50992509

Date Created: 05/06/2015

Previous Title: 11649057
50120769

REGISTERED OWNER

Dealing No: 717197176 19/04/2016

IPSWICH CITY COUNCIL

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 279178
Local Government: IPSWICH

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19559053 (POR 28)
Deed of Grant No. 19559054 (POR 27)
Deed of Grant No. 19559059 (POR 24)
2. EASEMENT No 716520151 27/05/2015 at 14:01
burdening the land to
LOT 1 ON SP279178 OVER
THE WITHIN LAND
Lodged at 14:01 on 27/05/2015 Recorded at 13:50 on 05/06/2015

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **





Department of Environment and Science (DES)
ABN 46 640 294 485
400 George St Brisbane, Queensland 4000
GPO Box 2454 Brisbane QLD 4001 AUSTRALIA
www.des.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Transaction ID: 50749851 EMR Site Id: 138144 11 January 2022
This response relates to a search request received for the site:
Lot: 2 Plan: SP279178

SEARCH RESULT

The site you have searched is a lot resulting from the amalgamation of the following sites, which are included on the Environmental Management Register (EMR) or the Contaminated Land Register (CLR), as indicated below. Further details for these sites are available by contacting this Agency via email: emr.clr.registry@des.qld.gov.au

Lot	Plan	
30	RP23797	EMR
1	RP42081	EMR
2	RP103553	EMR

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.

The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DES has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DES has not been notified

If you have any queries in relation to this search please phone 13QGOV (13 74 68)

Administering Authority

Doc ID No: A8230387

ITEM: 6

SUBJECT: RENEWAL OF LEASE TO BRISBANE CITY COUNCIL FOR THE RIVERVIEW ASPHALT PLANT

AUTHOR: SENIOR PROPERTY OFFICER (TENURE)

DATE: 11 AUGUST 2022

EXECUTIVE SUMMARY

This is a report concerning the renewal of the Lease over Part of 2B Kenneth Street, Riverview, described as Lease B in Lot 1 on RP215975, between Ipswich City Council (Council) as Lessor and Brisbane City Council (BCC) as Lessee.

RECOMMENDATION

- A.** That pursuant to section 236(2) of the *Local Government Regulation 2012* (Regulation), Council as Lessor resolve that the exception at section 236(1)(c)(iii) of the Regulation applies to the disposal of leasehold interest in Part of land at 2B Kenneth Street, Riverview, more particularly described as Lease B in Lot 1 on RP215975, because it is for renewal of a lease to the existing lessee.
- B.** That Council renew the lease (L-1224) with Brisbane City Council (Lessee):
- (i) at a commencing annual rent of \$145,000 excluding GST, payable to Council, and
 - (ii) for a term of ten (10) years, with an option for extension of an additional one (1) x five (5) years.
- C.** That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolves to delegate to the Chief Executive Officer the power to take “contractual action” pursuant to section 238 of the Regulation, in order to implement Council’s decision.

RELATED PARTIES

Related parties: Brisbane City Council

There were no declarations of conflicts of interest.

IFUTURE THEME

A Trusted and Leading Organisation

PURPOSE OF REPORT/BACKGROUND

Brisbane City Council (BCC) has held a lease over part of 2B Kenneth Street, Riverview since 2008 for the management and operation of an asphalt plant. The land is zoned *Regional Business and Industry Low Impact* and adjoins Council's Riverview Depot and Recycling and Refuse Centre.

The lease with BCC is due to expire on 30 November 2022 with no option for an extended term. BCC has expressed their desire to remain on the site and are requesting Council consider a lease extension for a term of ten (10) years with an option to extend for a further five (5) years.

In 2019, Council adopted the *Tenure over Council Property Policy* (Policy) to ensure a transparent and consistent process is undertaken when negotiating tenure agreements. In the case of Lease agreements, the policy allows for lease terms of up to five (5) years (inclusive of option periods).

Under the Policy it is at the discretion of Council to grant a lease for a term exceeding five (5) years, however, this would be subject to a Council resolution and the Lessee must provide a business case that adequately justifies the requested length of tenure and of what benefit this would be to the Ipswich community.

As such, BCC has provided a business case which includes these key points:

- BCC has been operating the '*Riverview Asphalt Plant*' (the Plant) at this location since the late 1990's, servicing local businesses and both BCC and Council's internal works.
- To date the Plant has complied with all environmental obligations and has not received any known community complaints regarding the operations onsite.
- Though the Asphalt Supply, Cart and Lay contract between BCC and Council came to an end in 2018, Council continues to procure approximately 500-600 tonnes of asphalt per month from the Plant for the Maintenance Team (e.g., pothole repairs)
- The Plant continues to support Council during out-of-hours and emergency situations where asphalt supply is required, with the added efficiencies of the close proximity of Council's Riverview depot.
- BCC's continued presence at this location ensures the local community continue to benefit from a competitive market in asphalt supply.
- The Plant continues to provide employment to the local area and BCC is passionate about the level of service provided to Council.
- Longer term tenure over the site ensures planned refurbishments will remain financially viable and a sufficient asphalt supply will continue in the western suburbs and Ipswich region through to the 2032 Olympics Games.

The proposed new Lease terms are as follows:

	Existing Lease Terms	Proposed Lease Terms
Period:	Four (4) Years	Ten (10) Years
Commencement Date:	01/12/2018	01/12/2022
Expiry Date:	30/11/2022	30/11/2032
Options:	NIL	One (1) x Five (5) Years
Annual Rent:	\$128,800 ex GST	\$145,000 ex GST
Fixed Rent Review	3% annually on each anniversary of the lease commencement date	3% annually on each anniversary of the lease commencement date
Building Ownership:	BCC retains ownership and responsibility of all buildings and improvements within the lease area.	
Maintenance Responsibilities:	BCC is responsible for all structural elements, building repairs and all maintenance issues on the land with the exception of the perimeter fence, which is owned and maintained by Council.	

If included in a lease, an option to renew is a contractual right that can be exercised by the lessee/tenant, under the *Retail Shop Leases Act 1994* and *Property Law Act 1974*. The right of the lessee to exercise the option is subject to certain conditions, including giving notice to the lessor that they wish to exercise the option during the timeframe specified in the lease (for example, between six and three months prior to the expiry of the lease) and not being in breach of the lease when they give notice that they wish to exercise the option. Provided that the lessee meets the conditions, the lessor must grant the lessee the option. The effect of an option being exercised is that the lessee continues to lease the premises on the same terms and conditions for the length of the option (for example, an additional three years).

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

In April 2021 the Department of Transport and Main Roads (DTMR) contacted Council to advise that part of 2B Kenneth Street, Riverview has been mapped for the future Goodna Bypass Route and the upgrade to the interchange between the Ipswich Motorway,

Cunningham Highway and Warrego Highway. DTMR also advise that the acquisition of land for the corridor is not currently planned under any funding.

Under the terms of the current lease only the Lessee can terminate the lease with one (1) month's written notice, in the event of resumption proceeding on whole or part of the of lease area.

Property Services have advised BCC that should a new lease be entered into, there will be allowances within the Resumption clause for either party to terminate the lease without penalty. BCC acknowledges and accept this, subject to their own Council resolution.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The Recommendations resolve for Council to apply an exemption under 236(1)(c)(iii) of the Local Government Regulations 2012 for the renewal of a lease to an existing lessee and enter into a new Lease with Brisbane City Council for a ten (10) year term with an option period of a further five (5) years for the management and operation of an asphalt plant and activities associated with that purpose.
(b) What human rights are affected?	Human Rights are not affected as Brisbane City Council is a Local Government 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

In accordance with Council's *Tenure Over Council Property Policy* this tenancy will continue to generate a rental income for Council under a new Lease. The cost of managing and maintaining the buildings and improvements will continue to be borne by BCC.

Council will continue to bear the costs of maintaining the parameter fence.

COMMUNITY AND OTHER CONSULTATION

In May 2022, BCC commenced discussions with Council on the possibility of a Lease extension and their desire to secure longer-term tenure over the asphalt plant site.

Property Services conducted internal stakeholder consultation with the Infrastructure and Environment Department, Corporate Services Department, and the Community, Cultural and Economic Development Department, where the following feedback was provided:

- Asset Services Branch supported the lease extension and suggested an offer of an initial three (3) year term with a further two (2) year option.
- Community and Cultural Services Branch provided their support with no objections to the renewal of the lease.
- Procurement Branch advised that it would be advantageous for Council to support the lease extension as local supply of asphalt from BCC is keeping the market extremely competitive and though they are not currently on Council's Asphalt Supply Contract, Procurement expect this may change in the future.

Following on from internal stakeholder consultation, Property Services submitted a Letter of Offer to BCC for a three (3) year term with a further two (2) year option. BCC was agreeable to the proposed terms (subject to delegate approval) however expressed their desire in securing a longer term, proposing a ten (10) year term, with a five (5) year option.

Further comment was requested from internal stakeholders on the request of the longer term. Strong support was received from the Procurement Branch with no further comment or objection from other stakeholders.

CONCLUSION

It is recommended that Council support the new Lease to Brisbane City Council for a term of ten (10) years, with a five (5) year option by applying the exception under 236(1)(c)(iii) of the *Local Government Regulation 2012*. The new Lease will reflect the requirements of the *Local Government Act 2009* and the *Local Government Regulation 2012*.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Current Lease Agreement to Brisbane City Council over Lease B in Lot 1 on RP215975 
2.	Survey Plan of Lease B in Lot 1 on RP215975 
3.	Title Search - Lot 1 on RP215975 
	CONFIDENTIAL
4.	Map of DTMR Future Corridor Planning

Bianca Gaudry
SENIOR PROPERTY OFFICER (TENURE)

I concur with the recommendations contained in this report.

Alicia Rieck
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.

Matt Smith
GENERAL MANAGER CORPORATE SERVICES

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

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

LEASE/SUB LEASE

FORM 7 Version 6
Page 1 of 19

Dealing Number

Duty Imprint



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. Lessor IPSWICH CITY COUNCIL	Lodger (Name, address & phone number) IPSWICH CITY COUNCIL PO BOX 191 IPSWICH QLD 4305 PH: 07 3810 6617 Propertyrequests@ipswich.qld.gov.au	Lodger Code IH117
2. Lot on Plan Description LOT 1 ON RP215975	Title Reference 17081113	
3. Lessee Given names Surname/Company name and number (include tenancy if more than one)	BRISBANE CITY COUNCIL	
4. Interest being leased FEE SIMPLE		
5. Description of premises being leased LEASE B IN LOT 1 ON RP215975 ON SP234917		
6. Term of lease Commencement date/event: 01/12/2018 Expiry date: 30/11/2022 Options: NIL	7. Rental/Consideration SEE 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

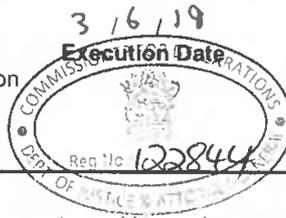
Roxanne Carol Dean signature

Roxanne Carol Dean full name

C/Dec qualification

Witnessing Officer

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



[Signature]

Chief Executive Officer
for IPSWICH CITY COUNCIL
Lessor's Signature

9. Acceptance

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

[Signature] signature

Louise Dorothy Nelson full name

Solicitor qualification

Witnessing Officer

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

signature

full name

qualification

Witnessing Officer

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

08/05/19
Execution Date

Director/Sole Director/Sole Company Secretary

The Seal of BRISBANE CITY COUNCIL was hereunto affixed this 8th day of May 2019 by me JACQUELINE DEANNA WHITE J.D. WHITE
I being the proper officer to affix such seal. Appointed Officer

Execution Date

Director/Secretary
Lessee's Signature

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

ENLARGED PANEL

Form 20 Version 2
Page 2 of 19

Title Reference 17081113

REFERENCE TABLE

Item 1:	Tenant: (Clause 1.1)	Brisbane City Council GPO BOX 1434, Brisbane QLD 4001 ABN: 72 002 765 795
Item 2:	land: (Clause 1.2)	LEASE B IN LOT 1 on RP215975 on SP234917
Item 3:	starting date: (Clause 3)	1 December 2018
Item 4:	expiry date: (Clause 3)	30 November 2022
Item 5:	rent: (Clause 4)	\$128,800 (Plus GST) per annum
Item 6:	review dates	Fixed Review: 3% on 1 December 2019; 3% on 1 December 2020; 3% on 1 December 2021;
(Schedule 1)		CPI Review: Not applicable Market Review: Not applicable
Item 7:	fixed review percentage: (Schedule 1)	3%
Item 8:	does the Tenant pay outgoings: (Schedule 2)	Yes
Item 9:	use of land:	Use as an asphalt production plant, works depot and site (Clause 15) offices
Item 10:	security amount: (Clause 42)	Not applicable
Item 11:	form of security: (Clause 42)	Not applicable
Item 12:	covenantor: (Clause 44)	Not applicable

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

ENLARGED PANEL

Form 20 Version 2
Page 3 of 19

Title Reference 17081113

PART A: DEFINITIONS AND INTERPRETATION

1. MEANING OF WORDS

1.1 In the lease:

- (a) Landlord means the person described in item 1 of the Form 7 and its successors and assigns. Where relevant, it includes any manager, employee, or any person the Landlord authorises.
- (b) Tenant means the person described in item 3 of the Form 7 and its successors and assigns. Where relevant, it includes the **Tenant's agents** and the Tenant's predecessor's in title under this **lease**.

1.2 In the lease words in the reference table have the meaning given to them in that table and words marked in bold have the following meaning:

- (a) **act of bankruptcy** means:
 - (i) a trustee is appointed or takes possession of any of the property of the Tenant;
 - (ii) an application or a petition for winding up of the Tenant is made or presented, or an order is made, or an effective resolution is passed for the winding up of the Tenant, except for the purpose of reconstruction of the Tenant or anywhere the Landlord's prior consent has been obtained;
 - (iii) the Tenant enters into a scheme of arrangement of creditors or any class of creditors; or
 - A. an official manager, administrator or an inspector is appointed to the Tenant pursuant to the *Corporations Act 2001* (Cth);
 - B. a receiver or manager is appointed to the Tenant or to any of the assets of the Tenant; or
 - C. any event or circumstances occur which means in the reasonable opinion of the Landlord, any of the above are likely to occur.
- (b) **authority** includes the Ipswich City Council and any national, state, municipal or other governmental, statutory or other government approved authority or body having authority or jurisdiction over the **land** or systems or services to which the **land** are or will be connected.
- (c) **financial year** means 1 July to 30 June, or such other twelve (12) monthly period adopted by the Landlord from time to time for the purposes of the **land**. Where applicable, it includes any lesser period between the start of the **lease** and the end of a **financial year**, and between the start of a **financial year** and the end of the **lease**.
- (d) **GST** means a tax levied on a **supply**.
- (e) **insurance costs** means the costs of establishing and maintaining the **Landlord's insurances**.
- (f) **item** means an item in the **reference table**.
- (g) **land** means the **land** in **item 2** and includes (where the context permits) the **Landlord's property**.
- (h) **Landlord's property** means the Landlord's property listed in **schedule 3**.

121156:8193600-4

Title Reference 17081113

- (i) **lease** means the Form 7 lease and this schedule.
- (j) **Landlord's insurances** means any public liability, workers compensation, industrial special risks, personal injury and other insurances taken out by the Landlord in relation to the **land** or this **lease**.
- (k) **operating expenses** has the meaning given to it in **schedule 2**.
- (l) **party** means a party to this **lease**.
- (m) **related entity of a party** means a related corporation under the *Corporations Act 2001* (Cth) to that **party** and any other person or entity in which the **party** has a direct or indirect controlling interest or which usually acts in accordance with the directions or instruction or in the interests of the **party**.
- (n) **reference table** means the reference table forming part of this **lease**.
- (o) **rent** means the yearly amount in **item 5**, as varied under **schedule 1** or otherwise in accordance with this **lease**.
- (p) **schedule** means a schedule attached to and forming part of this **lease**.
- (q) **statutory charges** means all rates, charges, duties, fees and taxes levied, imposed or otherwise payable now or in the future, by a or to any local government or **authority** relating to the **land**, including land tax. It includes the costs (exclusive of **GST**) incurred by the Landlord in making available to the **land** any service (for example, rubbish removal) which, if not made available by the Landlord, would be made available by a federal, state or local authority and would be subject to a rate, charge or tax levied by that federal, state or local authority.
- (r) **stipulated rate** a percentage interest rate per annum equal to the prime lending rate charged by the Landlord's bank plus 5%.
- (s) **supply** means a supply of goods or services to the Tenant by the Landlord, including but not limited to the supply of the **land** and other goods or services provided by the Landlord under this **lease**.
- (t) **Tenant's agents** means the Tenant's employee, agent or any person that the Tenant allows on the **land**.
- (u) **Tenant's business** means the business carried on from the **land**.
- (v) **Tenant's property** means all property on the **land** except the **Landlord's property**, and includes all fixtures, fittings, signs, equipment and goods.

2. **INTERPRETATION**

2.1 Headings are for reference only and do not form part of this lease.

2.2 In this **lease**, unless the contrary intention appears:

- (a) the singular includes the plural, and the plural includes the singular;

Title Reference 17081113

- (b) reference to a gender includes any other gender;
 - (c) other forms of defined words have corresponding meanings;
 - (d) if an obligation is imposed on two or more **parties**, each **party** is liable for the obligation individually and together with each other person;
 - (e) reference to a person includes any other entity or association;
 - (f) reference to a **party** includes that **party's** personal representatives, successors and assignees;
 - (g) reference to a document or law includes any variation or replacement of it;
 - (h) reference to something which comprises more than one part or aspect includes a reference to each or any such part or aspect;
 - (i) reference to a group of persons includes a reference to all of them collectively, any two or more of them collectively, and each of them individually; and
- 2.3 This **lease** binds the Tenant from the **starting date** even if:
- (a) one or more of the **parties** has not executed this **lease**; or
 - (b) the execution of this **lease** by any of the **parties** is or may become void or voidable.
- 2.4 Where for any purpose associated with this **lease** an area, whether gross or net and whether the whole or part of the **land** is to be calculated or measured, the calculations and measurements shall be in accordance the appropriate method of measurement then adopted by the Property Council of Australia.
- 2.5 Each party when executing this **lease** unconditionally signs, seals and delivers this **lease** as a deed with the intention to be immediately legally bound by this **lease**.
- 2.6 Every covenant of or by the Tenant is deemed to include a covenant by the Tenant to procure compliance with that covenant by each of the **Tenant's agents**.
- 2.7 Wherever the Tenant is prohibited from performing any act or doing any matter or thing the Tenant must also be prohibited from permitting or suffering such act, matter or thing to be done.
- 2.8 This **lease** does not bind the Landlord unless the Landlord and all other **parties** (or a lesser number as the Landlord shall consent to) have executed this **lease**.
- 2.9 References to any right of the Landlord to have access to the **land** are to be construed as extending to all persons authorised by the Landlord (including agents, professional advisers, contractors, workmen, prospective tenants and purchasers of the **land** and others) and includes the right to take on to the **land** all machinery, materials and appliances as the Landlord may deem necessary.
- 2.10 Unless application is mandatory by law, any law whether present or future, will not apply to this lease so as to in any way prejudicially affect any of the rights of the Landlord under this **lease**.
- 2.11 The waiver by the Landlord of any breach by the Tenant of any covenant must not in any circumstances be construed or operate as a licence to the Tenant to repeat or continue any such default or breach and no such waiver may be construed or operate as a waiver of any subsequent default or breach whether of a like nature or not. Any custom or practice which may grow between the parties in the course of administering this **lease** must not be construed to waive or lessen the right of the Landlord to insist upon the performance by the Tenant of any covenant.
- 2.12 References to any **authorities** associations and bodies whether statutory or otherwise will in the event of such **authority**, association or body ceasing to exist or being reconstituted, renamed or replaced or the powers or functions thereof being transferred to any other **authority**, association or body be deemed to refer respectively to

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

ENLARGED PANEL

Form 20 Version 2
Page 6 of 19

Title Reference 17081113

the **authority**, association, or body established or constituted in lieu thereof or, in the opinion of the Landlord, as nearly as may be succeeding to the powers or functions thereof.

- 2.13** Any reference to a law or statute includes all statutory provisions amending, consolidating or replacing the statute and all regulations, rules, by-laws, proclamations, orders and other authorities resulting from, contained in or pursuant to the statute.
- 2.14** Every obligation undertaken by any of the **parties** or arising from this **lease** must, subject to any provisions of this lease limiting the obligations of the Landlord and notwithstanding the form or context of the wording:
- (a) be deemed to be and be construed as a covenant by the **party** undertaking the obligation; and
 - (b) be construed as commencing on the **starting date** (whether or not this lease is executed by all of the **parties** on or before that date) and continuing throughout the term and after that period, for so long as the obligation remains to be observed or performed.
- 2.15** In the event that any covenant for any reason whatsoever is acknowledged by the **parties**, or is adjudged by a court of competent jurisdiction or is held or rendered by any competent **authority** to be invalid, illegal or unenforceable, such covenant must be severed from the remainder of the covenants and the remainder of the covenants will subsist and remain in full force and effect unless the basic purpose or purposes of this **lease** would be defeated.
- 2.16** Each person signing this **lease**:
- (a) as attorney for any **party** warrants to the other **parties** that at the date of execution by him, he has not received any notice or information or the revocation of the power of attorney appointing him; and
 - (b) as an officer, agent or trustee of any **party** warrants to the other **parties** that at the date of execution by him he has full authority to execute this **lease** in that capacity.

PART B: LENGTH OF THE LEASE

3. STARTING, ENDING AND HOLDING OVER

- 3.1** The **lease** begins on the **starting date** in **item 3** and ends at midnight on the **expiry date** in **item 4**.
- 3.2** If the Tenant continues to occupy the **land** with the Landlord's consent beyond the **expiry date** then:
- (a) the Tenant does so as a monthly tenant on the same terms, and at the same **rent**, as applied on the **expiry date**; and
 - (b) either party may terminate the monthly tenancy by giving one month's written notice to the other party expiring on any day.

PART C: RENT

4. THE TENANT MUST PAY THE LANDLORD RENT AND OTHER MONEY

- 4.1** The Tenant must pay the Landlord the **rent** in accordance with **schedule 1**.
- 4.2** The Tenant must not make any deduction or claim any set-off against the Tenant's payment of **rent**.

5. AGREED INCREASES

- 5.1** The Tenant must pay the varied **rent** in accordance with **schedule 1**.

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

ENLARGED PANEL

Form 20 Version 2
Page 7 of 19

Title Reference 17081113

PART D: OPERATING EXPENSES

6. THE TENANT MUST PAY OPERATING EXPENSES

- 6.1 If **item 8** says the Tenant contributes to the **operating expenses** of the **land**, the Tenant must pay the **operating expenses** in accordance with **schedule 2**.

PART E: OTHER PAYMENTS

7. THE TENANT MUST PAY FOR SERVICES TO LAND

- 7.1 The Tenant must pay on time all rates, charges, duties, fees and taxes made directly against the Tenant for services separately supplied to the **land**, for example water, electricity, gas and telephone.

8. THE TENANT MUST PAY LEASE AND OTHER COSTS (INCLUDING GST)

- 8.1 The Tenant must pay all stamp duty and registration fees on this **lease** (including the cost of preparing any plan of the land in registrable form).

- 8.2 The Landlord may recover from the Tenant:

- (a) the Landlord's reasonable costs (including legal expenses) associated with any request for the Landlord's consent to any assignment under this **lease** or any other consent or approval from the Landlord required under this **lease**; and
- (b) damages for the Landlord's loss (including legal expenses) associated with any actual or reasonably suspected breach of this **lease**, other than a breach by the Landlord; and
- (c) any **GST** payable by the Landlord in relation to any **supply** (except to the extent that the Landlord is entitled to an input tax credit for such **GST**).

- 8.3 Unless expressly stated all amounts expressed in this lease are **GST** exclusive amounts.

9. INTEREST ON LATE PAYMENTS

- 9.1 If the Tenant is late in paying the Landlord any money, the Landlord may recover daily interest on the unpaid money at the **stipulated rate**, from the day after the unpaid money was due until the day it is paid in full.

- 9.2 On the last day of each month, the Landlord may add the interest to the unpaid money, and the Landlord's damages will include interest on the total amount.

PART F: RISKS AND INSURANCE

10. THE TENANT MUST HAVE INSURANCE

- 10.1 The Tenant must take out on or before the **starting date** and keep current during the term of this **lease** the following insurance policies:

- (a) a public liability insurance policy for at least twenty million dollars (\$20,000,000.00) (in respect of any single event) or such higher amount as the Landlord advises the Tenant;
- (b) an insurance policy for the **Tenant's property** for its full replacement value;
- (c) workers' compensation;
- (d) any other insurance required by law or by the Landlord (acting reasonably).

121156:8193600

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

ENLARGED PANEL

Form 20 Version 2
Page 8 of 19

Title Reference 17081113

- 10.2 The Tenant must ensure that the Tenant's insurance policies note the interest of the Landlord.
- 10.3 The Tenant must give the Landlord evidence of the Tenant's insurance policies at the commencement of this lease, upon the renewal of the relevant insurance policy and at any other time the Landlord reasonably asks.
- 10.4 The Tenant must not do anything that will invalidate the **Landlord's insurances**, reduce the amount of cover or increase the premium.
- 11. THE TENANT RELEASES AND INDEMNIFIES THE LANDLORD**
- 11.1 The Tenant occupies and uses the **land** and the **Tenant's property** at the Tenant's own risk. The Tenant also carries out any works on the **land** at the Tenant's risk.
- 11.2 Except to the extent caused or contributed to by the Landlord, the Tenant indemnifies the Landlord against any cost, expense action or demand due to any damage, loss, injury or death caused by any of the following:
- (a) the Tenant's act, omission or negligence;
 - (b) the Tenant's use or occupation of the **land**;
 - (c) the Tenant's use or occupation of the **Tenant's property**;
 - (d) services to the **land**;
 - (e) a breach of this **lease** by the Tenant;
 - (f) anything done by the Landlord under clause 23.
- 11.3 Except to the extent caused or contributed to by the Landlord, the Tenant releases the Landlord from any action or demand due to any damage, loss, injury or death arising from anything occurring on the **land**.

PART G: OBLIGATIONS GENERALLY

12. OBEY THE LAW

- 12.1 The Tenant must obey any law that requires the Tenant to do anything, or not to do anything concerning the **land**, the Tenant's use of the **land**, the **Tenant's property**, the **Tenant's business** or the **lease**.

13. USING THE LEASE AS SECURITY

- 13.1 The Tenant must get the Landlord's consent before the Tenant uses the **lease** or the **Tenant's property** as security.

14. THE TENANT'S BEHAVIOUR

- 14.1 The Tenant must not do anything that is, or may be, dangerous or unreasonably annoying or offensive or that may interfere with other tenants or people in any adjacent property.

PART H: THE TENANT'S OBLIGATIONS

15. USING THE LAND

- 15.1 The Tenant may only use the **land** for the purpose set out in **item 9**.
- 15.2 The Tenant must carry on the **Tenant's business** and use the **land** to the best of its ability and in a professional and competent way.

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

ENLARGED PANEL

Form 20 Version 2
Page 9 of 19

Title Reference 17081113

16. THE TENANT MUST FIX DAMAGE

16.1 The Tenant must promptly fix any damage the Tenant causes to the **land**.

17. DEALING WITH THE LAND

17.1 The Tenant must not deal with the **lease** or the Tenant's interest in the **lease** or the **land** (for example, assigning, sub-leasing, sharing or licensing) unless the Tenant first gets the Landlord's written consent.

17.2 The Landlord will not give the Landlord's consent under clause 17.1 unless all of the following conditions are met, at the Tenant's cost:

- (a) the Tenant has proved to the Landlord (acting reasonably) that the new person is financially secure, and has the experience to run the **Tenant's business** (where applicable);
- (b) the Tenant and the new person enter any agreement the Landlord reasonably requires in which the new person agrees to be bound by the terms of this **lease** as if named as the Tenant;
- (c) the new person gives any guarantee of its obligations the Landlord considers necessary; and
- (d) the Tenant is not in breach of the **lease**.

17.3 If the Tenant is a company and neither listed on the Australian Stock Exchange, nor wholly owned by a company which is listed on the Australian Stock Exchange, then any proposed change in the Tenant's shareholding so that a different person controls the composition of the board of directors or controls more than fifty percent (50%) of the Tenant's shares, will be treated as a dealing with the **land** and will be subject to the requirements of this clause 17.

18. MAINTAINING THE LAND AND THE TENANT'S PROPERTY

18.1 The Tenant must keep the **land** clean and tidy.

18.2 The Tenant must keep the **land** in good condition and must fix any damage the Tenant causes to the **land**.

18.3 The Tenant must maintain and repair and keep the **Tenant's property** in good condition, and repair all damage caused to the **Tenant's property** (including structural repairs) regardless of the cause of the damage.

19. WHEN THE LEASE ENDS

19.1 When the **lease** ends, the Tenant must:

- (a) vacate the **land** and give it back to the Landlord in the same condition as it was in at the earlier of the **starting date** of the **lease** or the date the Tenant first occupied the land;
- (b) remove all the **Tenant's property** (unless the Landlord requests otherwise, this includes fixtures or items of a structural nature), making good any damage that the Tenant causes;
- (c) immediately give the Landlord all keys and access devices that the Tenant has for the **land**.

19.2 Any item of **Tenant's property** (including fixtures or items of a structural nature) left in accordance with clause 19.1(b) or left for longer than seven (7) days after the end of the **lease** will, if the Landlord chooses, become the **Landlord's property** and/or the Landlord may dispose of it as the Landlord see fit at the Tenant's cost.

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

ENLARGED PANEL

Form 20 Version 2
Page 10 of 19

Title Reference 17081113

PART I: THE LANDLORD'S RIGHTS AND OBLIGATIONS

20. THE LANDLORD MUST OBEY THE LAW

20.1 The Landlord must obey any law relating to or that requires the Landlord to do anything concerning the **land** (except where that thing is the Tenant's responsibility under this **lease**) including paying any rates, taxes and other expenses.

21. THE TENANT'S QUIET ENJOYMENT

21.1 If the Tenant complies with the **lease**, the Landlord must allow the Tenant to occupy and use the **land** without the Landlord unreasonably interrupting or disturbing the Tenant, except where the **lease** allows the Landlord to do so.

22. THE LANDLORD MAY ENTER ONTO THE LAND

22.1 The Landlord may enter the **land** for inspection or to carry out works under this **lease** at any reasonable time and after giving the Tenant reasonable notice (except in the case of emergency).

23. THE LANDLORD MAY DO THINGS ON THE TENANT'S BEHALF

23.1 The Landlord may carry out any of the Tenant's obligations under this **lease** on the Tenant's behalf if the Tenant does not carry them out on time.

23.2 The Landlord may recover from the Tenant damages for the Landlord's costs in doing so.

24. THE LANDLORD MAY DEAL WITH THE LAND

24.1 Subject to this **lease**, the Landlord may deal with the **land** in any way the Landlord sees fit (for example, subdividing, amalgamating, granting easements, transferring).

24.2 If the Landlord transfers the **land** the Landlord must ensure that the new owner signs an agreement in the Tenant's favour binding the new owner to the terms of this **lease**.

25. GIVING THE LANDLORD'S CONSENT

25.1 If the Tenant requires the Landlord's consent or approval, the Tenant's request for such consent or approval must be in writing.

25.2 The Landlord may withhold this consent or approval as the Landlord sees fit (unless this lease says the Landlord must act reasonably) and the Landlord may give such consent or approval subject conditions.

25.3 The consent or approval of the Landlord is only effective where it is given in writing.

PART J: REPAIRS

26. THE LANDLORD MAY DO ANY REPAIRS

26.1 The Landlord may do any repairs or maintenance to the **land**.

27. WHEN THE LANDLORD DOES REPAIRS OR LAND WORK

27.1 The Landlord must give the Tenant reasonable notice of any repairs or maintenance which the Landlord intends to carry out to the **land**. The Landlord must cause as little disruption to the Tenant's use of the **land** as is reasonable in the circumstances.

28. IF RESUMED

28.1 If an **authority** resumes the **land** or any part of it, and this makes the **land** unfit for the Tenant's use, then the Tenant may end the lease on one (1) months written notice.

121156:8193600-4

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

ENLARGED PANEL

Form 20 Version 2
Page 11 of 19

Title Reference 17081113

28.2 The Landlord is not liable to pay the Tenant any compensation if the Tenant terminates the lease.

PART K: BREACH OF THE LEASE

29. HOW THE TENANT BREACHES THE LEASE

29.1 The Tenant breaches the **lease** if:

- (a) the Tenant disobeys any term of the **lease**; or
- (b) the Tenant commits an **act of bankruptcy**.

30. IF THE TENANT BREACHES THE LEASE

30.1 If the Tenant breaches the **lease**, the Landlord may, serve the Tenant with a notice specifying the breach and, if it can be remedied, asking the Tenant to remedy the breach within a reasonable time being not less than 7 days. This notice may be a notice under section 124 of the *Property Law Act 1974* (Qld).

30.2 If the Tenant breaches the **lease** and does not remedy it as required, or if the breach can't be remedied, the Landlord may do any one or more of the following:

- (a) if the breach is a breach of an essential term, re-enter and take possession of the **land**;
- (b) if the breach is a breach of an essential term, terminate the **lease**;
- (c) recover from the Tenant any loss the Landlord suffers, due to the Tenant's breach;
- (d) use the security amount to recover any loss the Landlord suffers, due to the Tenant's breach;
- (e) exercise any of the Landlord's other legal rights.

30.3 If the Tenant breaches an essential term of the **lease** and the Landlord terminates the **lease**, then the Landlord may recover all money payable by the Tenant according to the **lease** up to the **expiry date** but the Landlord must try to minimise the Landlord's loss.

30.4 The essential terms of the **lease** are clauses 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, and 42, and any other term of this **lease** that is expressed to be an essential term or that the Landlord notifies the Tenant, in writing, is an essential term.

PART M: NOTICES

31. NOTICES TO BE IN WRITING

31.1 A notice required by this **lease** must be in writing.

32. SERVING NOTICES

32.1 The Landlord may serve a notice on the Tenant by leaving it at, or posting or faxing it to, the Tenant's registered office or the **Tenant's business** address as last known to the Landlord.

32.2 The Tenant may serve a notice on the Landlord by leaving it at, or posting it or faxing it to the Landlord's registered office or the Landlord's business address as last known to the Tenant.

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

ENLARGED PANEL

Form 20 Version 2
Page 12 of 19

Title Reference 17081113

PART N: GENERAL MATTERS

33. QUEENSLAND LAW APPLIES

33.1 The **lease** is governed by Queensland law. The Tenant and the Landlord submit to the non-exclusive jurisdiction of the Courts of Queensland.

34. NOT TO CUT DOWN TREES

34.1 The Tenant must not destroy, cut down, deface, mutilate, remove or damage any tree, shrub, bush, hedge, plant or landscaping which may now or at any time be growing, planted or constructed upon the **land** without the prior approval of the Landlord.

35. THE SALE OF EARTH AND GRAVEL

35.1 The Tenant must not sell or dispose of any earth, clay, gravel or sand from the **land** except in accordance with the directions of the Landlord.

36. EASEMENTS

36.1 The Landlord may for the purpose of the provision of public or private access to or over the **land** or for the provision of any services for any matters for which it is responsible as an **authority** or for public purposes generally dedicate part of the **land** or transfer, grant or create any easement or other right in its favour or in favour of any other authority or person as the Landlord thinks fit. This lease will be taken to be subject to any such dedication, easement or other right.

37. PROPERTY LAW ACT SECTIONS DO NOT APPLY

37.1 The following obligations or powers in the *Property Law Act 1974 (Qld)* are separately covered in the **lease** and excluded from it: section 105 (Tenant's Covenants to pay Rent and Repair), section 107 (Landlord's Powers to Enter and View, Repair and retake Possession) and section 109 (Short forms of Covenants).

38. SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

38.1 Anything to be done on a Saturday, Sunday or a Public Holiday in the place where the **land** is located may be done on the next day, except the Tenant's obligations (if any) concerning trading hours.

39. NO WAIVER

39.1 A term of this **lease** cannot be waived by the Landlord except in writing, even if the Landlord allows the Tenant time or some other indulgence and even if the Landlord accepts **rent** or other money under this **lease**.

40. SIGNAGE

40.1 The Tenant must obtain the written consent of the Landlord before erecting any signs or advertising devices on the **land**.

40.2 The Tenant must comply with all relevant laws in relation to any approved signs or advertising devices.

40.3 When this lease ends, the Tenant must remove all signage and advertising devices erected by the Tenant and make good any damage to the **land** caused by the erection or removal of such signage and advertising devices.

41. CONSENT AND REGISTRATION

41.1 The Landlord will obtain the consent to this **lease** of any mortgagee of the **land** registered in priority to this **lease**.

41.2 The Tenant must pay the Landlord's reasonable costs of obtaining such consents and comply with any conditions of such consents.

121156:8193600-4

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

ENLARGED PANEL

Form 20 Version 2
Page 13 of 19

Title Reference 17081113

- 41.3** If requested by the Tenant the Landlord will register this **lease** with the Land Titles Office within a reasonable time after the **starting date**.
- 42. SECURITY AMOUNT**
- 42.1** If **item 10** provides for a **security amount** then on or before the **starting date**, the Tenant must give the Landlord the **security amount**. **Item 11** specifies what form the security must be (cash bond or bank guarantee).
- 42.2** A bank guarantee must not contain an expiry date, must be unconditional, on terms and issued by an Australian bank acceptable to the Landlord, issued in favour of the Landlord and must secure the performance by the Tenant of its obligations under this **lease**.
- 42.3** The Landlord may use the **security amount** to recover the Landlord's loss due to the Tenant's breach. The Tenant must promptly replace any amount used.
- 42.4** When the lease ends and the Tenant has vacated the **land**, the Landlord must promptly refund to the Tenant any part of the **security amount** not needed to recover the Landlord's loss.
- 42.5** If the Landlord sells or transfers its interest in the **land**, the Tenant must do whatever is necessary to give the new owner the benefit of the **security amount**.
- 43. ADDITIONAL PROVISIONS**
- 43.1** The additional provisions contained in **schedule 4** (if any) form part of this **lease**.
- 43.2** To the extent of any conflict with the provisions of this **lease**, the additional provisions in **schedule 4** prevail.

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

ENLARGED PANEL

Form 20 Version 2
Page 14 of 19

Title Reference 17081113

SCHEDULE 1

RENT

(Clause 4 and 5)

1. THE TENANT MUST PAY THE LANDLORD RENT

1.1 The Tenant must pay the Landlord the **rent**, in equal monthly instalments, in advance, on or before the 1st day of each month.

2. IF CPI RENT REVIEWS APPLY

2.1 If **item 6** provides for a CPI rent review, the Landlord must review the **rent** on each CPI review date in **item 6** using the following formula:

$$\text{reviewed rent} = \frac{\text{the rent in the previous year multiplied by } x}{y}$$

Where:

x is the CPI last published before the CPI review date; and

y is the CPI last published 12 months before the CPI review date.

2.2 The Tenant must pay the reviewed **rent** from the CPI review date.

2.3 **CPI** means the consumer price index for Brisbane (all groups) published by the Australian Bureau of Statistics. If the CPI no longer exists, it means an index that the Commonwealth Statistician decides reflects the changes in the cost of living in Brisbane.

3. IF FIXED RENT REVIEWS APPLY

3.1 If **item 6** provides for a fixed rent review, the Landlord must, on each fixed review date in **item 6**, increase the **rent** by adding to the **rent** payable immediately before that fixed review date the percentage of the previous **rent** stipulated in **item 7**.

3.2 The Tenant must pay the reviewed **rent** from the fixed review date.

4. IF MARKET RENT REVIEWS APPLY

4.1 If **item 6** provides for a market rent review, the Landlord must review the **rent**, based on the current market rent, at each market review date in **item 6**. In the period from 90 days before to 90 days after each market review date, the Landlord must give the Tenant a notice setting out the reviewed **rent**.

4.2 The Tenant must pay the Landlord the reviewed **rent** from the market review date. Until the Landlord notifies the Tenant of the reviewed **rent**, the Tenant must pay the Landlord the old **rent**, and any adjustment is calculated from the market review date.

4.3 Notwithstanding anything else in the **lease**, if under this clause the **rent** after a review would be less than the **rent** is prior to the review, then the **rent** will not change.

5. IF THE TENANT DISPUTES THE REVIEWED RENT

5.1 If the Tenant disputes the reviewed **rent** in clause 4, the procedure in this clause 5 must be followed. Each time limit is consecutive. Each time limit in this clause 5 is of the essence.

121156:8193600

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

ENLARGED PANEL

Form 20 Version 2
Page 15 of 19

Title Reference 17081113

- 5.2** If the Tenant disagrees with the Landlord's reviewed **rent** the Tenant must, not later than 14 days after receipt of the notice setting out the reviewed **rent**, by written notice to the Landlord (a **dispute notice**) advising the Landlord in detail of the nature and reasons for the Tenant's dispute with the reviewed **rent**.
- 5.3** If the Landlord and the Tenant have not within 14 days of receipt by the Landlord of the **dispute notice** agreed upon the reviewed **rent**, the market rent must be determined by a valuer appointed by the President of the Australian Property Institute – Queensland Division.
- 5.4** Until any dispute is resolved, or a right is lost, the Tenant must pay the old **rent**.
- 5.5** The valuer must act as an independent expert and not as an arbitrator, and must give written reasons for the decision. The Tenant and the Landlord must share the valuer's costs equally.
- 5.6** The valuation of the **rent** must take into account the use of the **land**. But it must not take into account the value of the Tenant's good-will or the **Tenant's property**.
- 5.7** Once the **rent** is agreed or determined under clause 5.3 the Tenant must pay that **rent**. Any adjustment is to be calculated from the relevant date in clause 4.2. The Tenant must pay any adjustment, or the Landlord must credit the Tenant with any adjustment, when the Tenant's next monthly payment is due.

Title Reference 17081113

SCHEDULE 2

OPERATING EXPENSES

(Clause 6)

1. APPLICATION OF SCHEDULE

1.1 If **item 9** says the Tenant makes an outgoings contribution, this **schedule 2** applies.

1.2 DEFINITION OF OPERATING EXPENSES

2. **OPERATING EXPENSES** MEANS ALL MONEY THE LANDLORD PAYS OR IS OBLIGED TO PAY CONCERNING THE **LAND**, NAMELY:

- (a) **statutory charges**;
 - (b) taxes (including land tax) but excluding Landlord's income tax and capital gains tax;
 - (c) **insurance costs**;
 - (d) expenses relating to the maintenance of and repairs to the **land**;
 - (e) expenses relating to the management and operation of the **land**;
 - (f) expenses relating to services (for example, cleaning, pest control, liquid removal, waste removal, security, fire prevention, air-conditioning) for the **land**
- but **operating expenses** do not include:
- (g) any expenses due solely to the Tenant's use of the **land**;
 - (h) any expenses which the Landlord is not permitted by law to recover from the Tenant.

If any expenses relate to the Landlord or other land not within the leased **land**, the Landlord may apportion and allocate to the **land** and include within the **operating expenses** such part of such expenses that may in the Landlord's opinion relate to the **land**.

3. THE TENANT MUST PAY OPERATING EXPENSES

3.1 The Tenant must pay to the Landlord the **operating expenses** on demand.

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

SCHEDULE

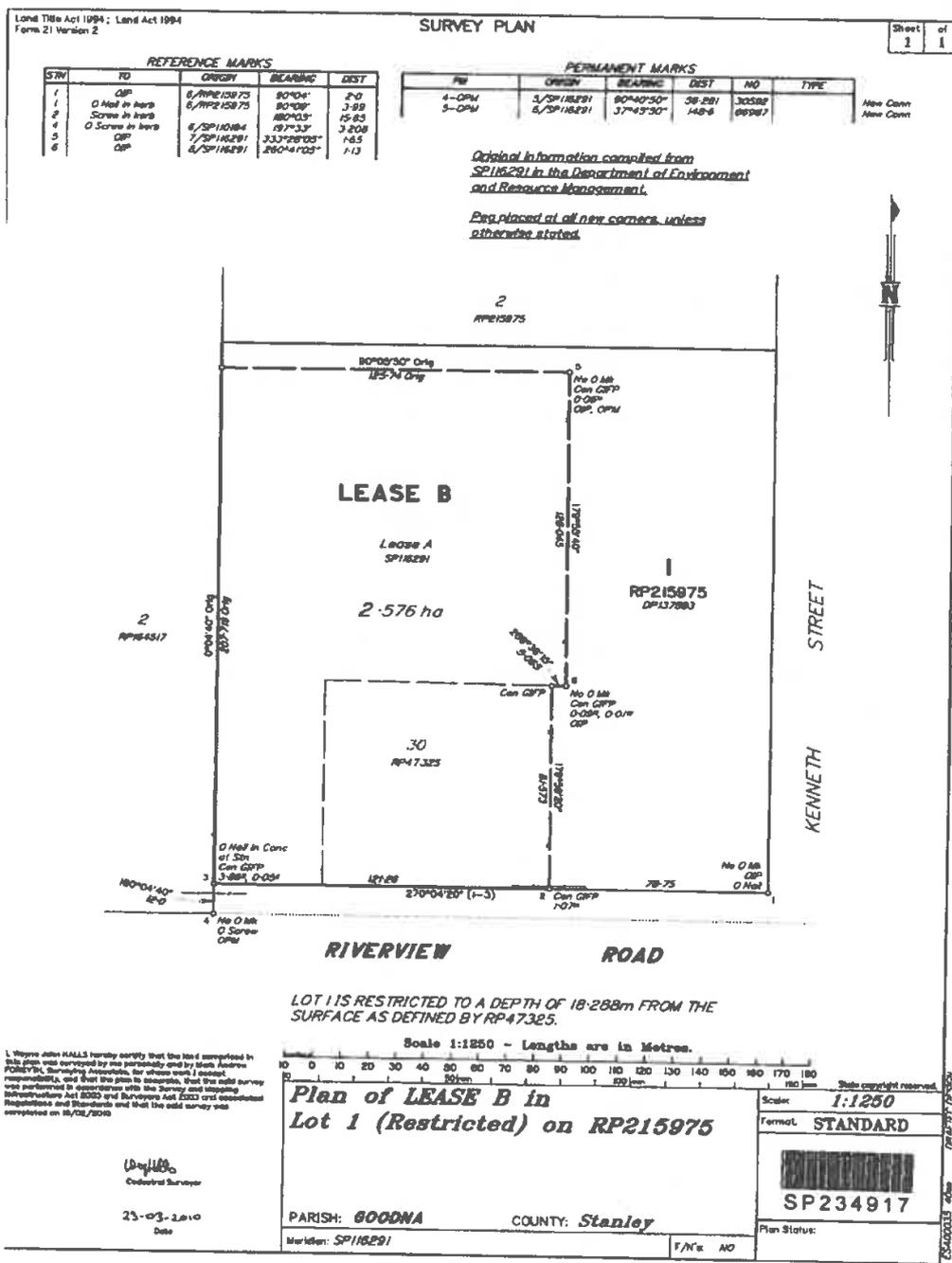
Form 20 Version 2
Page 17 of 19

Title Reference 17081113

SCHEDULE 3

THE LANDLORD'S PROPERTY

(Clause 1.2)



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

SCHEDULE

Form 20 Version 2
Page 18 of 19

Title Reference 17081113

1. THE LANDLORD'S PROPERTY:

- (a) Boundary fence;

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

SCHEDULE

Form 20 Version 2
Page 19 of 19

Title Reference 17081113

SCHEDULE 4

ADDITIONAL PROVISIONS

(Clause 43)

4. TENANT MAY SUB-LET

- 4.1** The Landlord consents to, and the Tenant is permitted to, sublet or licence the **land** or any part of it in accordance with this additional provision.
- 4.2** The Tenant may sublet or licence to **land** or any part of it, subject to the following conditions:
- (a) there is no subsisting breach of this **lease** by the Tenant on the date of any proposed sub-lease or licence;
 - (b) the expiry date of any proposed sub-lease is at least one day earlier than the **expiry date** of this **lease**;
 - (c) the Tenant and the sub-tenant or licensee enter into a sub-lease in a form reasonably satisfactory to the Landlord which must include provisions that the sub-tenant or licensee:
 - (i) will not cause or contribute to a breach of this **lease** by the Tenant; and
 - (ii) acknowledges the Landlord's rights under this **lease**.
- 4.3** The Landlord agrees that additional provision 2.2 will be satisfied (and the Tenant will not be required to obtain any further consent or approval of the Landlord) if the Tenant and any sub-tenant or licensee enter into a sub-lease substantially in the form of the sub-lease contained in **schedule 5**.

WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.																						
<p style="text-align: center; font-size: 1.2em; margin: 0;">717927017</p> <p style="text-align: center; margin: 0;">\$376.00 28/03/2017 14:24</p> <p style="margin: 0;">BE 403</p>	<p>Registered</p> <p>5. Lodged by</p> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> <p style="text-align: right; margin: 0;">259A</p> <p style="text-align: center; margin: 0;">Brisbane City Council G.P.O. Box 1434 Brisbane QLD 4000</p> </div> <p style="font-size: 0.8em; margin: 5px 0;">(Include address, phone number, reference, and Lodger Code)</p>																					
<p>1. Certificate of Registered Owners or Lessees.</p> <p>I/We <u>IPSWICH CITY COUNCIL</u></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>(Names in full)</p> <p>* 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.</p> <p>* as Lessees of this land agree to this plan.</p> <p>Signature of *Registered Owners *Lessees</p> <div style="margin-top: 20px;"> <p style="margin: 0;">IPSWICH CITY COUNCIL Signed by Paul Pizzale, Mayor, on 9 November 2016 in accordance with section 236 of the Local Government Act 2009</p> </div> <div style="margin-top: 10px;"> <p style="margin: 0;">Witness</p> <p style="margin: 0;"><u>KATZINA SAUNTER</u> Name of Witness</p> </div> <p style="font-size: 0.8em; margin-top: 20px;">* Rule out whichever is inapplicable</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">6. Existing</th> <th colspan="5" style="text-align: center;">Created</th> </tr> <tr> <th style="font-size: 0.8em;">Title Reference</th> <th style="font-size: 0.8em;">Description</th> <th style="font-size: 0.8em;">New Lots</th> <th style="font-size: 0.8em;">Road</th> <th style="font-size: 0.8em;">Emts</th> <th style="font-size: 0.8em;">Cov.</th> <th style="font-size: 0.8em;">Profit a prendre</th> </tr> <tr> <td style="text-align: center;">17081113</td> <td style="text-align: center;">Lot 1 on RP215975</td> <td style="text-align: center;">Lease B</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> <td style="text-align: center;">—</td> </tr> </table> <p style="margin-top: 10px;"><i>Lease B does affect lease 705148049 as at 02/02/2010.</i></p>	6. Existing		Created					Title Reference	Description	New Lots	Road	Emts	Cov.	Profit a prendre	17081113	Lot 1 on RP215975	Lease B	—	—	—	—
6. Existing		Created																				
Title Reference	Description	New Lots	Road	Emts	Cov.	Profit a prendre																
17081113	Lot 1 on RP215975	Lease B	—	—	—	—																
<p>2. Local Government Approval.</p> <p>*</p> <p>hereby approves this plan in accordance with the : %</p> <p>Dated this day of</p> <p>..... #</p> <p>..... #</p> <p style="font-size: 0.8em;">* 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</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center;">POR 30</td> </tr> <tr> <td style="text-align: center;">Lots</td> <td style="text-align: center;">Orig</td> </tr> <tr> <td colspan="2">7. Portion Allocation :</td> </tr> <tr> <td colspan="2">8. Map Reference : 9442-14242</td> </tr> <tr> <td colspan="2">9. Locality : RIVERVIEW</td> </tr> <tr> <td colspan="2">10. Local Government : IPSWICH CITY COUNCIL</td> </tr> <tr> <td colspan="2">11. Passed & Endorsed :</td> </tr> <tr> <td colspan="2">By: Wayne John Halls Date: 23-03-2010 Signed: Designation: Cadastral Surveyor</td> </tr> </table>		POR 30	Lots	Orig	7. Portion Allocation :		8. Map Reference : 9442-14242		9. Locality : RIVERVIEW		10. Local Government : IPSWICH CITY COUNCIL		11. Passed & Endorsed :		By: Wayne John Halls Date: 23-03-2010 Signed: Designation: Cadastral Surveyor						
	POR 30																					
Lots	Orig																					
7. Portion Allocation :																						
8. Map Reference : 9442-14242																						
9. Locality : RIVERVIEW																						
10. Local Government : IPSWICH CITY COUNCIL																						
11. Passed & Endorsed :																						
By: Wayne John Halls Date: 23-03-2010 Signed: Designation: Cadastral Surveyor																						
<p>3. Plans with Community Management Statement :</p> <p>CMS Number :</p> <p>Name :</p>	<p>4. References :</p> <p>Dept File :</p> <p>Local Govt :</p> <p>Surveyor : ESA00035_40sp</p>																					
<p>12. Building Format Plans only.</p> <p>I certify that :</p> <p>* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;</p> <p>* Part of the building shown on this plan encroaches onto adjoining * lots and road</p> <p>.....</p> <p>Cadastral Surveyor/Director* Date *delete words not required</p>																						
<p>13. Lodgement Fees :</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Survey Deposit</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Lodgement</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>.....New Titles</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Photocopy</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$</td> </tr> </table>		Survey Deposit	\$	Lodgement	\$New Titles	\$	Photocopy	\$	Postage	\$	TOTAL	\$									
Survey Deposit	\$																					
Lodgement	\$																					
.....New Titles	\$																					
Photocopy	\$																					
Postage	\$																					
TOTAL	\$																					
<p>14. Insert Plan Number</p> <p style="text-align: right; font-size: 1.2em; font-weight: bold;">SP234917</p>																						

INTERNAL CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Search Date: 12/07/2022 10:44

Title Reference: 17081113

Date Created: 16/11/1987

Previous Title: 15795169

REGISTERED OWNER

Dealing No: 705155914 01/11/2001

IPSWICH CITY COUNCIL

ESTATE AND LAND

Estate in Fee Simple

LOT 1 REGISTERED PLAN 215975
Local Government: IPSWICH

For depth restrictions refer to Plan RP 215975

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19559192 (POR 30)
2. LEASE No 719439535 04/06/2019 at 10:31
BRISBANE CITY COUNCIL
OF LEASE B ON SP234917
TERM: 01/12/2018 TO 30/11/2022 OPTION NIL
Lodged at 10:31 on 04/06/2019 Recorded at 11:36 on 11/06/2019

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Doc ID No: A8245295

ITEM: 7

SUBJECT: PROCUREMENT: 18997 SOUTH STATION RD, RACEVIEW - PAVEMENT
REHABILITATION

AUTHOR: CATEGORY SPECIALIST

DATE: 22 AUGUST 2022

EXECUTIVE SUMMARY

This is a report concerning the recommendation to award Tender 18997 South Station Rd – Pavement Rehabilitation and to seek Council’s approval to enter into a contract with the nominated supplier as per confidential Attachment 2 to undertake the pavement reconstruction / rehabilitation works on South Station Rd, Raceview between Harding Street and the carpark entrance to the north.

After an open market request for tender process, an evaluation panel has recommended one supplier for pavement rehabilitation as set out in Recommendation B below. The recommendation provides Council with a company located in an adjacent local government area. The recommendation has been determined by the evaluation panel to offer Council the best value for money.

If Council is satisfied with the nominated supplier, the name of the supplier will be included in the Council’s resolution at Recommendation B.

RECOMMENDATION

- A. That pursuant to Section 228 of the *Local Government Regulation 2012* (Regulation), Council award Tender No. 18997 South Station Rd, Raceview – Pavement Rehabilitation.**
- B. That Council enter into a contractual arrangement with the Supplier for the lump sum amount of one million nine hundred and fourteen thousand five hundred and fifty-one dollars and fourteen cents (\$1,914,551.14) excluding GST and the contingency amount as listed in confidential Attachment 2.**
- C. That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to delegate to the Chief Executive Officer the power to take “*contractual action*” pursuant to section 238 of the Regulation, in order to implement Council’s decision.**

RELATED PARTIES

There was no declaration of conflict of interest.

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

The purpose is to seek approval of the recommendation listed in this report. Council released Tender 18997 South Station Rd, Raceview – Pavement Rehabilitation to the open market via Vendor Panel (VP311329) on Wednesday 15 June 2022 with a closing date of Tuesday 12 July 2022. On closing of the request for tender, three (3) tenders were received.

The works are located on South Station Road, Raceview between Harding Street and the car park entrance to the north. The scope consists of pavement reconstruction / rehabilitation including site works, earthworks, profiling, pavement works, surfacing, line marking, roadside furniture, environmental protection, minor landscaping, subsoil drainage and drainage structures.

Tenders were assessed by an evaluation scoring panel against an agreed set of evaluation criteria and weightings, taking into consideration the effectiveness of each tender submission and the level of detail provided.

It was determined by the evaluation scoring panel the supplier listed in Recommendation B possess the capabilities and capacity to meet Council's requirements for pavement rehabilitation works at South Station Rd, Raceview. The supplier provided good examples of their previous pavement rehabilitation projects demonstrating a high level of experience with this type of work. They also demonstrated they have a good understanding of the requirements of the specification. The evaluation scoring members are confident they have the necessary expertise to meet the requirements of the contract, best value for money and recommends them for the award of the contract.

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 Council's ability to complete the project would be compromised and further investment would be required to retender for services not currently within Council's delivery capability.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The report recommends Council to enter into a contract with the supplier listed in Attachment 2 for South Station Rd, Raceview – Pavement Rehabilitation.
(b) What human rights are affected?	No Human rights are affected by this decision. This is because the tenders are all companies. Further, the subject matter of the contract will not impact on the human rights of any third parties.
(c) How are the human rights limited?	Not Applicable
(d) Is there a good reason for limiting the relevant rights? Is the limitation fair and reasonable?	Not Applicable
(e) Conclusion	The decision is consistent with human rights.

FINANCIAL/RESOURCE IMPLICATIONS

The cost estimate and spend analysis is outlined in Attachment 2.

COMMUNITY AND OTHER CONSULTATION

The Infrastructure and Environment Department as the relevant contract owner have been consulted and agree with the proposal in this report and have endorsed Attachment 2.

CONCLUSION

It was determined by the evaluation panel the recommended supplier, as per Attachment 2, possesses the capability and capacity to meet Council’s requirement for the pavement rehabilitation works at South Station Rd, Raceview.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	18997 Location Map ↓ 
	CONFIDENTIAL
2.	18997 Recommendation to Award
3.	18997 Strategy and Tender Evaluation Plan

Gavin Wright
CATEGORY SPECIALIST

I concur with the recommendations contained in this report.

Richard White
MANAGER, PROCUREMENT

I concur with the recommendations contained in this report.

Pedro Baraza
CONSTRUCTION MANAGER

I concur with the recommendations contained in this report.

Graeme Martin
MANAGER, CAPITAL PROGRAM DELIVERY

I concur with the recommendations contained in this report.

Sean Madigan
GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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



Doc ID No: A8241070

ITEM: 8
SUBJECT: PROCUREMENT: COHGA WEAVE MAPPING SOLUTIONS
AUTHOR: CONTRACTS OFFICER ICT
DATE: 18 AUGUST 2022

EXECUTIVE SUMMARY

This is a report seeking a resolution by Council to enter into a contract with Cohga Pty Ltd for the provision of the Cohga Weave Mapping Solutions that are operationally utilised as part of Council's existing spatial services.

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 specialised services provided by these operationally necessary products. The proprietary nature of the incumbent supplier's products means that there is only one supplier who is reasonably available to provide the continued subscription to this suite of products. Further, due to the pending acquisition and implementation of an enterprise spatial solution by Council, it is more costly and disadvantageous to Council to tender for other software products when delivery of the enterprise spatial project will provide a recommendation in relation to the functional requirements serviced by this product.

A resolution of Council is sought to enter into a contractual arrangement with Cohga Pty Ltd for a term of up to one (1) year for the continued subscription to the Cohga Weave Solutions. This is an estimated total cost of approximately one-hundred and five thousand dollars (\$105,000.00) excluding GST for the term of the contract.

RECOMMENDATION

- A. That pursuant to Section 235(b) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception applies because of the specialised AND/OR confidential nature of the services that are sought and it would be impractical and disadvantageous to invite quotes for the provision of the Weave Mapping Solution.**
- B. That Council enter into a contractual arrangement (Council file reference number 19265) with Cohga Pty Ltd on a yearly or shorter basis as required for up to one (1) year at an approximate purchase price of \$105,000.00 excluding GST over the one (1) year period.**

RELATED PARTIES

Cohga Pty Ltd

Ipswich City Council

There are no conflicts of interest identified and declared in relation to the contents of this report.

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

To ensure continuity of the necessary supply of a current key Council spatial integration solution.

Background

Cohga Pty Ltd (Cohga) is an IT solution company providing a vendor-independent, open systems technology business integration framework, Cohga Weave, that combines disparate information systems. Established in 2006, Cohga is headquartered in Melbourne VIC and is a well-reputed company, with its product offering being widely known and used across Australia.

The supplier's proprietary Weave products have been in use at Council as part of Council's spatial services tool suite since 2014 and have been provided to Council on an annual subscription basis. In December 2019, Council resolved to prepare and adopt a Quote Consideration Plan (QCP) under s230 of the Regulation to enter into a contract with Cohga for a 3-year term for the provision of the Cohga Weave products. The Cohga Weave Mapping solution subscribed to by Council includes licencing, infrastructure and support and maintenance. The current contract term expires on 30 September 2022.

The continued use of the current Cohga Weave products in place have been identified as being dependent on the recommendation outcome of the initial Discovery phase of an enterprise spatial solution by Council. As such, it would be counterproductive, costly and untimely to source and implement a new product which will potentially be superseded by the new enterprise solution. This renders Cohga the only supplier reasonably available for the ongoing provision of the spatial system integration solution currently in use by Council for the duration.

It is prudent to allow the renewal of the subscription for up to one (1) further year for the enterprise spatial solution Discovery phase to be completed and the recommendation outcome assessed.

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 Council will not be able to continue receiving the operational benefit of the Weave Mapping Solution currently in use at Council whilst awaiting the Discovery phase recommendation outcome of the enterprise spatial solution being sought.

The Cohga Weave Mapping products have not been scoped as part of the core systems being addressed by Council's iVolve Project, however the critical integration aspects of the replacement enterprise GIS system have been identified and form part of iVolve consideration to ensure optimal integration of the product into the core systems.

Accordingly, the risk of investing in this software for the proposed period of up to one (1) year is low as the product is required during the transition to the new spatial product and during the iVolve integration phase.

Application	iVolve Scope Alignment	iVolve Impact Rating	Impact Treatment
Cohga Weave Mapping Solutions (External and Internal).	Low – not scoped as part of core systems	Low	Not identified as being in the Core system, and the product is required during transition and integration phases.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Recommendations A and B state that Council enter into a contractual arrangement on a yearly or shorter basis as required for up to one (1) year with Cohga Pty Ltd for the continued provision of the Weave Mapping Solution.
(b) What human rights are affected?	No human rights are affected by this decision as the contracts will be with a Company. Further, the subject matter of the contract will not impact on the human rights of any third parties.
(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 new resourcing or budgeting implications, as the Cohga Weave subscription is budgeted as an operational expense within the ICT Branch Budget. There are no additional financial implications.

This report seeks a resolution of Council for an approximate total cost of one hundred and five thousand dollars (\$105,000.00) excluding GST if the subscription to the Cohga Weave Mapping Solution is continued as required for up to one (1) year.

COMMUNITY AND OTHER CONSULTATION

The Procurement Branch has consulted with the Asset Services Branch and the ICT Branch who support the recommendations of this report. This report does not require community consultation.

CONCLUSION

In order for Council to receive continued provision of the functions performed by the Cohga Weave Solution as part of Council's current spatial implementation, it is recommended that Council provide the requested approval in relation to the proposed contractual arrangement with Cohga Pty Ltd for up to the next one (1) year to allow for an outcome in relation to the implementation of an enterprise spatial solution.

Amanda Cowen

CONTRACTS OFFICER ICT

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.

Brett McGrath

MANAGER, ASSET SERVICES

I concur with the recommendations contained in this report.

Sean Madigan

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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

Doc ID No: A8261610

ITEM: 9
SUBJECT: PROCUREMENT - NICHOLAS STREET PRECINCT CARPARK UPGRADE
AUTHOR: CONTRACTS OFFICER
DATE: 30 AUGUST 2022

EXECUTIVE SUMMARY

This is a report concerning the proposed upgrading of the Nicholas Street Precinct public car parking access systems. A previous report (14 February 2022 Ordinary Council meeting of 24 February 2022) was presented to Council for the same subject matter. Council resolved to enter into a contract with the supplier, under Section 235 (b) of the Local Government Regulation 2012.

The Procurement Branch at that time, were of the understanding that the application of the section 235 (b) exemption was appropriate in the circumstances, however, recent advice notes that the application of Section 235 (a) of the Local Government Regulation 2012 should be applied to this arrangement, resulting in this revised submission.

The previous decision (24 February 2022) in relation to this matter is listed below:

RECOMMENDATION

- A. **That pursuant to Section 235(b) of the *Local Government Regulation 2012* (Regulation), Council resolve that the exception applies because of the specialised and/or confidential nature of the services that are sought and it would be impractical and/or disadvantageous to invite quotes OR tenders for the provision of the products and services related to the upgrade to the existing SKIDATA parking access system in the Nicholas Street Precinct public carpark.**
- B. **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.**

The upgrades to the current installed system will provide Council and the community a number of benefits and advantages as the numbers of the public accessing the carpark increase with the activation of the Ipswich CBD.

RECOMMENDATION

- A. That the previous decision of Council, as per Item 16.5 titled Nicholas Street Precinct Parking Access System Upgrade, adopted at the Council Ordinary Meeting of 24 February 2022, be repealed.**
- B. 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 provision of the products and services related to the upgrade to the existing SKIDATA parking access system in the Nicholas Street public carpark.**
- C. That Council enter into a contractual arrangement (Council file reference 18352) with Skidata Australasia Pty Ltd, at an approximate purchase price of \$215,000.00 excluding GST over the entire term, being a term of two (2) years, with no options for extension.**

RELATED PARTIES

SKIDATA Australasia Pty Ltd [ABN: 14 164 259 750] and Ipswich City Council. There were no declarations of conflicts of interest recorded.

IFUTURE THEME

Vibrant and Growing

PURPOSE OF REPORT/BACKGROUND

The current Nicholas Street Precinct public carpark access system is of a proprietary nature with SKIDATA Australasia Pty Ltd as the current specialised service supplier and the sole supplier of the existing Skidata parking access equipment. It is expected with the continued Ipswich CBD activation that the carpark will experience continued increased uptake by the public in 2022. In 2021 carpark utilisation experienced growth by up to 300%, and an increased trend is expected to continue as more events, food and retail offerings throughout the precinct come online in the future.

The proposed upgrades, summarised, will:

- enhance the carparks performance by reducing queuing and congestion, reducing touchpoints and improving customer experience.
- help ensure car park bay availability for genuine visitors and customers by assisting in prevention of the opportunity for fraudulent parking and misuse of parking tickets.
- provide future opportunities for improved carpark management such as internally nested areas for contract / permanent parkers thus maximising bays for customers in close proximity to entry / exit lifts.
- Provide improved parking validation solutions for future tenants.

The proposed upgrades will additionally modernise the carpark with a focus on customer / visitor experience utilising licence plate recognition (LPR) technology. This has the ability provide essentially a touchless experience for those accessing the carpark. There will be no

requirement for physical tickets. On leaving the carpark the upgraded system will automatically recognise the vehicle registration or fees owing can be paid at exit boom gate by debit / credit card. For visitors parked less than the free period (currently three hours) there is no requirement to enter a ticket at exit boom gate, it will automatically open.

This will also provide future opportunity to link regular parking customers to an online account for managing parking fees. Overall traffic flow and congestion will be improved and provides a sustainable development opportunity for the asset and the community accessing the asset. Further it will complement the recent asset upgrades (as part of the development / construction activities of the Nicholas Steet Precinct) the carpark has already undergone.

The existing parking access system subject to the proposed upgrade, is a proprietary system and as such SKIDATA Australasia Pty Ltd is both the current specialised contracted maintenance service supplier (under Council contract 16056) and the sole supplier of the equipment required to upgrade the current system.

LEGAL/POLICY BASIS

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

RISK MANAGEMENT IMPLICATIONS

There is minimal risk associated with the upgrade. The alternative options would require the sourcing of another complete access system, removal, and replacement of the current system infrastructure, at significantly more cost to Council. An alternative option being not to upgrade the current system at all.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	The decision to enter into a contractual arrangement.
(b) What human rights are affected?	No human rights are affected as the contract is with a company/corporation and the subject matter of the contract 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

The financial implications to Council are approximately \$215,000.00 for all products and services related to the upgrade of the current system. Budget has been confirmed from internal stakeholder consultation. Quotations have confirmed approximate costings.

COMMUNITY AND OTHER CONSULTATION

There was no community consultation required or undertaken. Significant internal stakeholder consultation has occurred confirming contents of the report.

CONCLUSION

The current Nicholas Street Precinct public carpark system is of a proprietary nature and any upgrade/s to the system would need to be undertaken by SKIDATA Australasia Pty Ltd: both the current specialised contracted maintenance service supplier and the sole supplier of the current equipment. The upgrade provides many benefits to Council, the Nicholas Street Precinct and the community. It will provide a modern contemporary parking access system that complements the overall current and future Nicholas Street Precinct.

Recent internal advice notes that application of Section 235 (b) is not appropriate on this occasion and additionally that Section 235 (a) of the Local Government Regulation 2012 is now to be applied. This report has been resubmitted to account for this change and to update the recommendations for resolution by Council.

Mark Benson
CONTRACTS OFFICER

I concur with the recommendations contained in this report.

Juliana Jarvis
GOODS AND SERVICES CATEGORY MANAGER

I concur with the recommendations contained in this report.

Richard White
MANAGER, PROCUREMENT

I concur with the recommendations contained in this report.

Sean Madigan
GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

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

Doc ID No: A8253380

ITEM: 10

SUBJECT: INVOLVE PROJECT QUARTERLY STATUS UPDATE

AUTHOR: PROJECT OFFICER

DATE: 24 AUGUST 2022

EXECUTIVE SUMMARY

The purpose of this report is to provide an update on the iVolve Stage 3 Program controls and milestones.

Two (2) key Change Requests were approved in this reporting period:

1. Change Request (CR03) re-baselined the iVolve Stage 3 project timeline, deliverables, and EOI market strategy approach.
2. Change Request (CR04) brings into scope the additional packages to remediate the current Oracle risk:
 - a. A Request for Quote (RFQ) to Oracle for procurement of Oracle Products (Licences/SaaS).
 - b. A Request for Tender (RFT) to secure a Delivery Partner for professional services.
 - c. A Request for Tender (RFT) to appropriate vendors for an Integration Platform.

The approval of these Change Requests results in the iVolve project currently reporting an Amber Status for overall project health.

The procurement activities have made good progress:

- **Oracle Product RFQ.** The RFQ was sent to Oracle on 12 July 2022. A response has been received and the Evaluation team is currently reviewing the response.
- **Delivery Partner RFT.** The Tender has been sent to market on 18 August 2022 and Council is currently responding to vendor questions.
- **Integration Platform RFT.** The specification was produced on 20 July 2022 and Procurement are drawing up the associated tender documentation in coordination with project representatives.
- **iVolve EOI.** The specification is currently going through the approval process.

There remains pressure on the timeline especially around the Delivery Partner RFT with two (2) key risks raised around:

1. Allowing only three (3) weeks for a Delivery partner vendor to respond, there is a risk that this schedule allocation may not be enough;
2. The Delivery Partner RFT is being undertaken as an open market event and while Council has requirements for responding vendors to be identified Oracle Delivery Partner for the Oracle Licences being purchased, there are still up to 22 possible vendors. There is a risk that there may not be enough time allocated in the plan to evaluate all possible delivery partners which could impact resourcing and schedule (however the likelihood of all vendors submitting a compliant bid for assessment is low).

The project continues to monitor these risks.

RECOMMENDATION/S

That the report be received and the contents noted.

RELATED PARTIES

- iVolve Stage 3 PCG Members
- Executive Leadership Team
- Strategic Advisor

There were no declarations of conflicts of interest.

IFUTURE THEME

A Trusted and Leading Organisation

PURPOSE OF REPORT/BACKGROUND

Overview of project controls:

	Overall Dashboard	Budget	Milestones	Risk	Issues
iVolve Stage 3	Amber	Amber	Green	Amber	Amber

PMO Reporting Tolerances			
Key Indicator	Green (G)	Amber (A)	Red (R)
Overall Project Health * derived from a combination of the results for the below indicators	<ul style="list-style-type: none"> All indicators G 50% G + 50% A 	<ul style="list-style-type: none"> All indicators A 25% A + 25% R + 50% G 50% A + 25% R + 25% G > 50% A 50% R + 50% G 	<ul style="list-style-type: none"> All indicators R 50% R + 50% A >50% R
Budget	<5% variance of YTD budget	5-10% variance of YTD budget	>10% variance of YTD budget
Milestones	<5% slippage from approved schedule	>5 but <10% slippage from approved schedule	10% or more slippage from original schedule
Risks	0 risks with High or Extreme mitigated severity	1-3 risks with High or Extreme mitigated severity	4+ risks with High or Extreme mitigated severity Or 1+ risks with no mitigation identified
Issues	0 issues with Major or Catastrophic actioned impact	1-3 issues with Major or Catastrophic actioned impact	4+ issues with Major or Catastrophic actioned impact Or 1+ issues with no action identified

Overall Project Status

Overall Status is **AMBER**.

Progress in this reporting period:

- The business requirements, target solution architecture and future state business processes which are key inputs to the procurement market approach have been approved.
- Change Request CR03 was approved. This adjusted the iVolve timeline to cater for key resource issues and changing the iVolve procurement approach from an RFT to an EOI. Two key deliverables were also changed:
 - The Business Benefits deliverable was changed to become a Benefits Realisation Framework.
 - The Business Case deliverable was changed to provide an update of the Preliminary Business Case as an interim milestone (with a final business case to be produced after the EOI process has achieved an outcome to support a business case).
- Change Request CR04 was approved. It added the Oracle Remediation project into the iVolve Stage 3 scope. This resulted in three new activities:
 - An RFQ to Oracle for procurement of Oracle Products (Licences/SaaS)
 - An RFT to secure a Delivery Partner for professional services
 - An RFT to vendors for an Integration Platform
- The specification of work for the iVolve EOI has been drafted and is currently undergoing Council review.
- The Procurement team finalised the procurement strategy and plans for the Oracle Remediation as well as the iVolve EOI.

Key Milestones for iVolve Stage 3:

Note, these dates have been adjusted for Change Request CR03 and CR04.

iVolve Program		
% Complete	Task Name	Finish
	iVolve EOI	Wed 8/03/23
0%	EOI Specification handover to Procurement from Avec (DEL-015)	Tue 30/08/22
0%	iVolve EOI Prepared	Fri 23/09/22
0%	iVolve EOI Released to Market (DEL-007)	Wed 28/09/22
0%	EOI Vendor Final Submissions Received	Wed 9/11/22
0%	iVolve EOI Complete	Wed 11/01/23
0%	EOI Business Benefits Agreed.	Wed 25/01/23
0%	iVolve EOI Recommendations accepted	Wed 1/02/23
0%	iVolve Final Business Case (placeholder)	Wed 8/03/23
	Stage 3 Project Management	Fri 12/08/22
100%	Approve Stage 3 Project Management Plan	Wed 22/12/21
100%	CR03 iVolve Project replanning (Approved on 7/6/22)	Tue 7/06/22
100%	CR04 Oracle Fusion(Approved on 8/8/22)	Tue 2/08/22
80%	Revised PMP completed (CR03 & CR04 changes)	Tue 9/08/22
90%	Schedule Revision for CR03 & CR04 completed	Mon 8/08/22
80%	Budget Revision for CR03 & CR04 completed	Fri 12/08/22
	iVolve Program Management	Fri 29/07/22
100%	Communications & Change Plan handed over to ICC (DEL-010)	Fri 29/04/22
100%	Approved iVolve Business Requirements (DEL-003)	Tue 19/04/22
100%	Approved iVolve Consolidated Solution Process Scope Model (DEL-002)	Fri 15/04/22
100%	Approved Process Model (To-Be) (DEL-004)	Fri 15/04/22
100%	iVolve Overall Solution Architecture & Integration plan (DEL-005)	Mon 9/05/22
100%	iVolve Procurement Strategy & Options handed over to Procurement (DEL-006)	Tue 15/03/22
100%	Evaluation Criteria and Methodology (DEL-008) handed over	Tue 15/03/22
0%	iVolve Preliminary Business Case Revision complete (DEL-011_1)	Fri 29/07/22
0%	iVolve Benefits Realisation Framework Complete (DEL-009)	Wed 27/07/22
Oracle Remediation project		
% Complete	Task Name	Finish
	RFQ Oracle Licences	Thu 29/09/22
100%	RFQ Specification approved & handover to Procurement (DEL-012)	Wed 6/07/22
100%	Oracle RFQ Tender Prepared	Tue 12/07/22
100%	Oracle Remediation RFQ Released to Market	Wed 13/07/22
100%	Oracle Remediation RFQ - Vendor Final Submission Received	Wed 17/08/22
0%	Oracle Remediation RFQ Product Selection Complete	Fri 2/09/22
0%	Release Council Recommendation Report	Thu 15/09/22
0%	Approval obtained at Council Meeting 29/09/22	Thu 29/09/22
0%	Oracle Remediation RFQ Tender awarded	Thu 29/09/22
	RFT Delivery Partner	Wed 19/10/22
100%	RFT Delivery Partner Specification handover to Procurement (DEL-013)	Tue 19/07/22
100%	RFT Delivery Partner Tender Prepared	Wed 10/08/22
100%	RFT Delivery Partner Tender Released to Market	Thu 18/08/22
0%	RFT Delivery Partner Vendor Final Submission Received	Thu 8/09/22
0%	RFT Delivery Partner Selection Complete	Thu 29/09/22
0%	RFT Delivery Partner Negotiation and Contracting Complete	Thu 13/10/22
0%	RFT Delivery Partner Tender awarded	Wed 19/10/22
	RFT Integration Platform	Thu 10/11/22
100%	RFT Integration Platform Specification handover to Procurement (DEL-014)	Wed 20/07/22
0%	RFT Integration Platform Tender Prepared	Mon 22/08/22
0%	RFT Integration Platform Released to Market	Fri 26/08/22
0%	RFT Integration Platform Vendor Final Submission Received	Fri 30/09/22
0%	Avec RFT IP Response to Questions (as required) DEL-018	Mon 10/10/22
0%	RFT Integration Platform Product Selection Complete	Fri 21/10/22
0%	RFT Integration Platform Negotiation and Contracting Complete	Fri 4/11/22
0%	RFT Integration Platform Delivery Partner Tender awarded	Thu 10/11/22

LEGAL/POLICY BASIS

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

RISK MANAGEMENT IMPLICATIONS

The iVolve Stage 3 Project is considered to be high risk and the Committee should be aware that success of the project will largely depend on appropriate senior stakeholder support and active participation with an understanding and commitment that this project will involve deep cultural change and business transformation.

There are currently three risks with a mitigated risk of high which resulted in an **Amber** risk indicator. Although mitigations have been identified for all of these risks, in some cases these have been ineffective and have resulted in a higher than desired risk rating.

It is extremely important that ICT Steering Committee and key stakeholders continue to consider and monitor these on a regular basis to ensure the risk profile of the project remains manageable.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS
RECEIVE AND NOTE REPORT
The Recommendation stated that this report be received and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights.

FINANCIAL/RESOURCE IMPLICATIONS

The projected budget for delivery of Stage 3 was \$1.5 million. This included the ability to deliver CR03, which extended the delivery timelines into financial year 2022-2023.

Additional budget was required in 2022-2023, to deliver CR04 requirements, along with additional costs associated with extending the Strategic Advisor, probity advisor and internal resources. Taking CR04 into account, the revised budget for Stage 3 delivery is \$2.5 million.

The 2022-2023 iVolve approved budget was \$5 million, with \$1 million allocated to Stage 3, and \$4 million allocated to Stage 4 (delivery phase).

COMMUNITY AND OTHER CONSULTATION

- iVolve Stage 3 Project Control Group
- ICT Steering Committee
- Executive Leadership Team
- Key Stakeholders - Branch Managers
- Strategic Advisor

CONCLUSION

This Program continues to be considered high risk and the Committee should be aware that the success of the Program will continue to largely depend on appropriate senior stakeholder support with an understanding and commitment that this overall Program will involve significant cultural change and business transformation and the support and participation of key staff across Council.

The effectiveness of the controls applied to this Program will continue to be reported on a quarterly basis to the Audit and Risk Management Committee and the Governance and Transparency Committee.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	iVolve Stage 3 - Project Controls Report - May to July 2022 ↓ 
----	---

Erika Tornquist
PROJECT OFFICER

I concur with the recommendations contained in this report.

Sylvia Swalling
CHIEF INFORMATION OFFICER

I concur with the recommendations contained in this report.

Richard White
MANAGER, PROCUREMENT

I concur with the recommendations contained in this report.

Matt Smith
GENERAL MANAGER CORPORATE SERVICES

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

Involve Stage 3 - KEY PROJECT CONTROLS REPORT

PROJECT:	Involve Stage 3 Project
PROGRAM DIRECTOR:	Arne Gething
REPORTING PERIOD:	01/05/22 - 30/07/22
PROJECT STAGE:	Stage 3 - Final Business Case
REPORT AUDIENCE:	Audit and Risk Management Committee
CURRENT PROJECT HEALTH:	Monitor Closely
PROJECT HEALTH COMMENTS:	This project is considered to be high risk and success of the project will largely depend on appropriate senior stakeholder support and authority with an understanding and commitment that this project will involve deep cultural change and business transformation - it is not merely another technology project. Appropriately skilled and experienced resources, together with active stakeholder input and buy-in, will be essential to successfully and effectively deliver Stage 3 of the project.

KEY OUTCOMES AND OBJECTIVES

Key Outcomes and Objectives Progressed this Reporting Period	Confidence that Objective has been met	Steps to Increase Confidence	Key Outcomes and Objectives for Next Reporting Period
<p>The approved Change Request (CR03) on 07 June 2022 re-baselined the Involve Stage 3 project timeline, deliverables, and costs for the EOI. The budget remain unchanged, although some cost has moved from FY22 to FY23.</p> <p>Change Request (CR04) brings into scope additional work packages to remediate the current Oracle risk:</p> <ul style="list-style-type: none"> - An RFQ to Oracle for procurement of Oracle Products (Licences/SaaS) - An RFT to secure a Delivery Partner for professional services - An RFT to appropriate vendors for an Integration Platform <p>Key Outcomes and Deliverables Involve:</p> <ul style="list-style-type: none"> - Overall Solution Architecture & Integration - approved 07/06/22 - Functional Requirements - approved by GMs 13/06/22 - Solution Requirements - approved by GMs 13/06/22 - Future State Business Processes - approved by GMs 13/06/22 - Business Benefits Framework - under review - Updated Preliminary Business Case - under review <p>Key Outcomes and Deliverables Oracle Remediation:</p> <ul style="list-style-type: none"> - Specifications for the RFQ Oracle Product - complete 06/07/22 - RFQ release to market - complete 13/07/22 - Specifications for the RFT Delivery Partner - complete 19/07/22 - Specifications for the RFT Integration Platform - complete 20/07/22 	Reasonably Effective	<ul style="list-style-type: none"> - Ensure that CR04 is fully approved to secure resourcing and funding for the Oracle Remediation Market strategy - Ensure the revised Stage 3 resourcing model is fully understood and supported by key stakeholders in order to engage the necessary resources to successfully and effectively deliver required Stage 3 Outcomes. - Ensure decision making is undertaken in an open and transparent forum and all stakeholders understand and support any proposed approaches and associated requirements for successfully resourcing and delivering the project. 	<p>Go-to-market:</p> <ul style="list-style-type: none"> - Release RFT for Implementation Partner - Release RFT for Integration Platform - Release EOI for Involve <p>Vendor Selection:</p> <ul style="list-style-type: none"> - Contract for Oracle Product - Select and Contract Implementation Partner for Oracle Remediation - Select and Contract Integration Platform

MAJOR FOCUS AREAS, KEY CONCERNS AND OPPORTUNITIES

Major Focus Areas (as per GAO report - Delivering Successful Technology Projects)	Key Project Controls	Control Effectiveness	Trend from Last Report	Key Concerns	Opportunities
Leadership and Stakeholder Engagement	1. Engagement with ICTSC at key decision points	Reasonably Effective	>	ICTSC understands the significance of this project as an organisational transformation, not just an ICT project	Promote a greater understanding of the extent of business transformation and the associated implications across organisational leadership
	2. Establishment of Project Control Group to identify business considerations	Effective	>	None at this stage	Ongoing role of the Project Control Group and membership will be reviewed as part of Stage 4 governance and planning activities to ensure the project continues to be supported as required moving forward.
	3. Development of Preliminary/Final Business Case to articulate the case for change	Reasonably Effective	>	The change in approach, scope and timeline mean that the date for the final business case has moved to Q1 2023, and will depend on the nature of the responses to the EOI. The preliminary business case calls for a large amount of organisational change (People, Process, Systems and Practice), and the implementation of new systems should be seen as the catalyst for the larger business change opportunities.	The Oracle Remediation provides the opportunity for change at an accelerated pace. Although the case for Oracle remediation change is one of necessity, it comes with the opportunities of a modernised updated platform implementation and the benefits associated. Ensure that the organisation is ready to change to achieve the benefits outlined in the Preliminary Business Case
	4. Encourage visible and active change sponsorship	Ineffective	>	Ensure the extent of change management, associated organisational impacts of this project and the roles and responsibilities of key stakeholders in change management are understood and supported in order to deliver successful and effective outcomes. The Change Management Strategy has been drafted, however there have been delays in the appointing of a change manager to engage the business on the impacts of the change.	Resource the project/program with an organisational change manager who will engage with the key stakeholders to ensure that change is understood and managed through the initiative
Alignment with Clearly Articulated & Understood Outcomes	1. Due Diligence review points to confirm continued understanding of issues and required actions and outcomes	Effective	>	Implications of decisions made during each stage of the project need to be fully transparent and articulated so they are clearly understood by key stakeholders and the relevant support is provided to ensure the project can be successfully and effectively delivered and/or significant risks are adequately mitigated.	- Assurance Gates have been established at key points in Stage 3 to ensure decisions are clearly articulated and stakeholders have appropriate information, this includes the release to market and decision reports on vendor selection. - Facilitate greater understanding by ICTSC of extent business transformation and associated resourcing implications for project success
	2. Regular Status reporting to inform stakeholders	Effective	>	None at this stage	- The program is reporting weekly to the Project Control Group and monthly to ELT, along with other governance forums across Council. - An updated Governance Structure has been proposed for Stage 4, which would update stakeholders and reporting requirements.
	3. Establishment of Project Control Group to identify business considerations	Effective	>	Business engagement is maintained at appropriate levels. The appropriate business engagement model will need to be monitored to ensure effectiveness.	- Identify barriers preventing buy-in and engagement of key stakeholders and develop mitigation strategies to influence the success of organisational change. - Ongoing role of Project Advisory Group and membership will be reviewed as part of Stage 4 planning and governance activities to ensure the project continues to be supported as required moving forward.
Appropriate Resourcing in Place (Skills, Experience & Capability)	1. Project and Resourcing Plan in place for each project stage	Reasonably Effective	V	The updated Stage 3 schedule includes both EOI and Oracle Remediation tasks. As the business requirements are complete for Stage 3, the remaining effort is in the market approach's. Dedicated resources have been identified for the procurement activities, but it is in the market response that there is uncertainty around the number and quality of the responses that ICC will receive. This may extend or reduce the planned evaluation and subsequent contracting timeframe.	The Delivery Partner will produce implementation schedules which include anticipated resource requirements from ICC in the tender response. These will provide early visibility into the anticipated activities and resources required. These should then be overlaid with the additional ICC activities to create the master schedule for Stage 4.
	2. Continual identification of skill and capability gaps	Ineffective	V	Identified resource needs are not yet fully supported particularly in relation to the need for specialist skills including change management and data governance. Change Management is fundamental to Involve transformation and Data Governance underpins the Involve program. There is limited capacity and capability within Council to support Involve.	- Focus on identifying the right mix of skills and capability as a foundation element for success and communicate the associated costs/benefits and risks to build a case for supporting recommendations. - Appointment of the required resources to support Involve - Develop internal resources across the life of Involve to transition capability and capacity to Council
	3. Accessing the right people and ensuring availability as and when needed	Reasonably Effective	>	Identified resource needs are not yet fully supported particularly in relation to the need for specialist skills including change management and data governance. Change Management is fundamental to Involve transformation and Data Governance underpins the Involve program. There is limited capacity and capability within Council to support Involve.	- Focus on identifying the right mix of skills and capability as a foundation element for success and communicate the associated costs/benefits and risks to build a case for supporting recommendations. - Develop internal resources across the life of Involve to transition capability and capacity to Council
Working Collaboratively to Ensure Success	1. Agreeing clear scopes of work with external parties	Effective	>	None at this stage	Ongoing focus on ensuring any external specialists deliver required outcomes and meet expectations within required timeframes according to the agreed Statement of Work
	2. Clearly articulating roles, responsibilities, time frames, and deliverables for all parties at each project stage.	Reasonably Effective	V	Roles and Accountabilities have been updated during Stage 3 including the procurement and change management accountabilities. Additionally, change of project scope and approach requires re-planning and clarity of roles and accountability which is underway. The urgent need to remediate the Oracle risk means that the focus has been on the near term activities and further planning and articulation should be developed	- Market response will provide resource requirements and define the collaboration points for Stage 4 of the Involve project which can assist in Organisational resource planning. - Resource assumptions based on experience have been discussed with stakeholders, and additional business resourcing to backfill should be progressed
	3. Clearly articulated Terms of Reference for Project Advisory and Working Groups	Reasonably Effective	>	The current ToR for the Project Control Group (PCG) provides for decision delegation and accountability for delivery of the Involve program. Currently decisions are happening at ELT along with reporting. The ToR for PCG needs to be revised to ensure it fits their role.	The review of the PCG ToR and membership, clear accountabilities and roles within the governance of the Involve, is key in establishing the ongoing success of the program through Stage 4.
Issues and Risks are Managed Effectively	1. Clearly identified Stage Go/No Go Gates within the agreed governance process	Effective	>	None at this stage	Assurance Gates have been established through Stage 3 to provide opportunities to re-evaluate and where necessary make adjustments and revisions may lead to better project outcomes in terms of delivery times and reduced costs.
	2. Continual assessment of effectiveness of mitigation of identified risks and take actions to correct the course of the project as necessary	Ineffective	V	In some cases the mitigation of risks has been ineffective. Additional focus should be placed on ensuring the actions are carried out to reduce the risk and support Involve success for those risks owned outside of the project team.	Stage 3 as well as Stage 4 risks continue to be identified and owners assigned. These should be actively managed to a reduced state.
	3. Document and report on key lessons learned in stage closure reports to inform the management of latter project stages	Reasonably Effective	>	Documented lessons learned are not fully valued or understood by key stakeholders	Developing a best practice methodology focused on good governance and management of identified risks and issues will contribute to successful outcomes and an iterative knowledge resource for future projects

CURRENT PROJECT FOCUS

Primary Project Focus:	The primary focus of the project at this point is the Market approach to the Oracle Remediation, with the release of 3 market procurement activities to enable the selection of appropriate Vendors to begin implementation towards the end of the year.
Why:	ELT has made the decision to upgrade the current Oracle solution to Oracle Fusion SaaS to remediate the risks associated with an unsupported and outdated business critical applications. The procurement and selection activities in Stage 3 are critical to the remediation.
How:	The 3 market approaches will provide Council with the product, implementation partner and integration platform to remediate the Oracle risk. This will be supported by the organisational change management strategy to derive the business benefits
Potential Risks/Impacts:	Market responses may not be as expected or aligned to the anticipated timelines of the project. Appropriate SME availability during evaluation of responses if approvals are not obtained for the change requests.
Opportunities:	Although the case for Oracle remediation change is one of necessity, it comes with the opportunities created by a modernised platform implementation and the benefits associated.