



City of
Ipswich

AGENDA

FINANCE AND GOVERNANCE COMMITTEE

Tuesday, 21 April 2026

10 minutes after the conclusion of the Infrastructure, Planning and Assets Committee or such later time as determined by the preceding committee

Council Chambers, Level 8
1 Nicholas Street, Ipswich

MEMBERS OF THE FINANCE AND GOVERNANCE COMMITTEE

Councillor Paul Tully (**Chairperson**)
Councillor Jacob Madsen (**Deputy Chairperson**)

Mayor Teresa Harding
Deputy Mayor Nicole Jonic
Councillor Marnie Doyle
Councillor Andrew Antonioli
Councillor Jim Madden

FINANCE AND GOVERNANCE COMMITTEE AGENDA

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** Item includes confidential papers

FINANCE AND GOVERNANCE COMMITTEE NO. 2026(03)

21 APRIL 2026

AGENDA

ATTENDANCE AND APOLOGIES

WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY

DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA

BUSINESS OUTSTANDING

CONFIRMATION OF MINUTES

1. **CONFIRMATION OF MINUTES OF THE FINANCE AND GOVERNANCE COMMITTEE NO. 2026(02) OF 17 MARCH 2026**

RECOMMENDATION

That the minutes of the Finance and Governance Committee held on 17 March 2026 be confirmed.

OFFICERS' REPORTS

2. ****PROCUREMENT: RECOMMENDATION TO AWARD - PROVISION OF COMMERCIAL CLEANING**

This is a report concerning the establishment of contract arrangements with suitably qualified suppliers for the provision of Commercial Cleaning Services across nine (9) Separable Portions to Ipswich City Council, following the completion of Tender 250318-000084(VP465900).

RECOMMENDATION

- A. That pursuant to Section 228 of the Local Government Regulation 2012 (Regulation), Council award Tender No. 250318-000084 (VP465900) for the provision of Commercial Cleaning to the suppliers listed as per Confidential Attachment 1 (Recommendation to Award).

-
- B. That Council enter into a contractual arrangement with the Suppliers at an approximate purchase price of \$24,000,000 excluding GST over the entire term, being a term of four (4) years, with an option for extension at the discretion of Council (as purchaser), of an additional three (3) years term.
 - 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, to implement Council’s decision.
-

3. 5554 RECONSTRUCTION ADJACENT TO RIVERLINK AND BRADFIELD BRIDGE PROJECT - DRFA FUNDED PROJECT (INCREASED EXPENDITURE)

This is a report concerning increased expenditure under contract 5554 Reconstruction Adjacent to Riverlink and Bradfield Bridge works funded through the Disaster Recovery Funding Arrangements (DRFA) following multiple events impacting this location in both 2022 and 2024.

The original contract value of \$5,651,735.00 was awarded to Cragcorp Pty Ltd t/as Queensland Bridge and Civil (QBC) with an additional provisional sum of \$2,015,417.28 and an allocated contingency amount of \$876,417.28 to a total value of \$8,543,569.56.

This report is to provide notice the provisional sum and contingency expenditure has now reached \$2,667,722.91 (incl. GST) and will require an additional \$2,184,046.54 in contingency to complete the project with known issues at site and in accordance with the approved funding.

RECOMMENDATION

- A. That Council receive and note that contract 5554 Reconstruction Adjacent to Riverlink and Bradfield Bridge works for the value of \$5,651,735.00 and additional provisional sum of \$2,015,417.28 and an allocated contingency amount of \$876,417.28 will be exceeded.
 - B. That Council approve an additional contingency allocation of \$2,200,000.00 to cover potential future variations to ensure completion of works within the required Queensland Reconstruction Authority (QRA) funding timeframes.
 - 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.
-

4. **IPSWICH TRADES HALL PARKING

This is a report concerning a request received from the Ipswich Trades Hall and Labour Day Committee (the **ITH**) for Council to provide it with access to five (5) car parking spaces at no cost on a permanent basis.

RECOMMENDATION

- A. That Council either:
- (i) in accordance with the recommendation set out in this report, approve that council officers proceed in accordance with Option A, or
 - (ii) approve that council officers proceed in accordance with Option B as set out in this report.
- B. If Council gives its approval to proceed in accordance with Option B, that Council be kept informed as to the progress and outcome of that approach.
-

5. **BUDGET AMENDMENT 2025-2026**

This is a report concerning proposed amendment of the 2025-2026 budget, submitted in accordance with Section 170(3) of the *Local Government Regulation 2012*.

RECOMMENDATION

That the proposed amended 2025-2026 Budget, including the Long-Term Financial Forecast, the 2025-2026 Revenue Policy, the 2025-2026 Revenue Statement, and the amended Debt Policy, as detailed in Attachments 1, 2, 3 and 4 be adopted.

NOTICES OF MOTION

MATTERS ARISING

QUESTIONS / GENERAL BUSINESS

FINANCE AND GOVERNANCE COMMITTEE NO. 2026(02)

17 MARCH 2026

MINUTES

COUNCILLORS' ATTENDANCE:

Councillor Paul Tully (Chairperson); Councillors Jacob Madsen, Mayor Teresa Harding, Deputy Mayor Nicole Jonic, Marnie Doyle, Andrew Antonioli, Jim Madden and Pye Augustine (Observer) and David Martin (Observer)

COUNCILLOR'S APOLOGIES:

Nil

OFFICERS' ATTENDANCE:

Chief Executive Officer (Sonia Cooper), General Manager Corporate Services (Matt Smith), General Manager Asset and Infrastructure Services (Seren McKenzie), Manager Procurement (Tanya Houwen), Chief Financial Officer (Christina Binoya), Treasury Accounting Manager (Paul Mollenhauer), Property Services Manager (Alicia Rieck), Director, Ipswich Art Gallery (Claire Sourgues), Manager Media, Communications and Engagement (Mark Strong), Senior Media Officer (Darrell Giles), and Venue Technician (Trent Gray)

WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY

The Chairperson (Councillor Paul Tully) invited Councillor Jim Madden to deliver 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 FINANCE AND GOVERNANCE COMMITTEE NO. 2026(01) OF 17 FEBRUARY 2026**

RECOMMENDATION

Moved by Councillor Jim Madden:
Seconded by Councillor Marnie Doyle:

That the minutes of the Finance and Governance Committee held on 17 February 2026 be confirmed.

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

Antoniolli

Madden

NEGATIVE

Councillors:

Nil

The motion was put and carried.

OFFICERS' REPORTS

2. **DISPOSAL OF FREEHOLD LAND FOR THE ENERGY QUEENSLAND COMMUNITY BATTERIES PROJECT**

This is a report concerning the disposal of land for new road over part of land in favour of Energex Limited. The disposal will formalise infrastructure located on the land for the Energy Queensland Community Batteries Project.

RECOMMENDATION

Moved by Councillor Paul Tully:

Seconded by Deputy Mayor Nicole Jonic:

- A. That pursuant to section 236(2) of the *Local Government Regulation 2012 (Regulation)*, Council resolve that the exception at section 236(1)(b)(i) of the Regulation applies to the disposal of the following interest in land, because it will be to an adjoining road for Energex Limited, a subsidiary of a government agency.**

	Lot	Plan	Address		Tenure
1.	36	SP230115	100 Cedar Road	Redbank Plains	Freehold
2.	998	SP271741	12 Kevin Mulroney Drive	Flinders View	Freehold
3.	903	SP250285	79 Columbia Drive	Bellbird Park	Freehold

4. 503 SP303143 19 Alesana Drive Bellbird Park Freehold in Trust under instrument

- B. That Council dispose of the land to road (Council file reference 5616) for a nominal fee of \$5,000 excluding GST, payable to Council.**

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

Antoniolli

Madden

NEGATIVE

Councillors:

Nil

The motion was put and carried.

3. DISPOSAL OF EASEMENT OVER COUNCIL LAND TO ENERGEX LIMITED FOR SUPPLY OF ELECTRICITY IN WILLOWBANK

This is a report concerning the disposal of an Easement over Council land in favour of Energex Limited. The Easement will facilitate the installation and maintenance of a padmount transformer within the Ipswich Motorsport Precinct in Willowbank.

RECOMMENDATION

Moved by Councillor Andrew Antoniolli:

Seconded by Councillor Jim Madden:

- A. That Council resolve pursuant to Section 236(2) of the *Local Government Regulation 2012* (“the Regulation”) that the exemption referred to in Section 236(1)(b)(i) of the Regulation applies for the disposal of interest in Part of Land at 133 Champions Way, Willowbank, more particularly described as Lot 11 on SP328524 (“the Land”), by way of Easement agreement for supply of electricity purpose between Council and Energex Limited.**
- B. That pursuant to Section 257(1)(b) of the *Local Government Act 2009* Council resolve to delegate the power to the Chief Executive Officer to be authorised to negotiate and finalise the terms of the proposed Easements as detailed in Recommendation A, for electricity works purpose.**

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

Antoniolli

Madden

NEGATIVE

Councillors:

Nil

The motion was put and carried.

4. DELEGATION TO THE CEO TO ENTER INTO A CONTRACT FOR THE SUPPLY OF SMALL CONTESTABLE SITE ELECTRICITY

This is a report concerning the supply of electricity for small contestable sites under Local Buy contract LB333 for anticipated period from 1 September 2026 through to 30 August 2029 (3 years) for an approximate cost of \$3.4 million dollars excluding GST. This report is seeking delegation to the Chief Executive Officer (CEO) to enter into a contract under a Local Buy agreement for the supply of electricity for small contestable sites due to the restricted time frame for consideration and acceptance of an offer related to electricity price.

RECOMMENDATION

Moved by Councillor Marnie Doyle:

Seconded by Deputy Mayor Nicole Jonic:

- A. **That Council utilise LGA Arrangement LB333 – Retail Energy (Electricity and Gas), facilitated by Local Buy Pty Ltd, for the procurement of electricity for Council’s small contestable sites (Council File Reference: 260223-000298).**
- B. **That Council contract with a Supplier who is a party to the LGA Arrangement, for an estimated contract value of \$3.4 million (excl. GST) over a term of approximately 3 years ending 31 August 2029.**
- C. **That pursuant to Section 257(1)(b) of the *Local Government Act 2009*, Council resolve to delegate to the Chief Executive Officer the power to take “*contractual action*” pursuant to section 238 of the Regulation, in order to implement Council’s decision.**

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

NEGATIVE

Councillors:

Nil

Jonic
Doyle
Antoniolli
Madden

The motion was put and carried.

MOVE INTO CLOSED SESSION

RECOMMENDATION

Moved by Councillor Paul Tully:
Seconded by Councillor Jim Madden:

That in accordance with section 254J(3)(g) of the *Local Government Regulation 2012*, the meeting move into closed session to discuss Item 5 titled *Procurement – Increase to Contract Value for Ongoing Services*.

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

Antoniolli

Madden

NEGATIVE

Councillors:

Nil

The motion was put and carried.

The meeting moved into closed session at 11.04 am.

MOVE INTO OPEN SESSION

RECOMMENDATION

Moved by Councillor Paul Tully:
Seconded by Councillor Jim Madden:

That the meeting move into open session.

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

NEGATIVE

Councillors:

Nil

Antoniolli
Madden

The motion was put and carried.

The meeting moved into open session at 11.09 am.

5. PROCUREMENT - INCREASE TO CONTRACT VALUE FOR ONGOING SERVICES

This is a report concerning a request for Council endorsement to increase the total contract value for Contract 22700 (the Servicing and Maintenance of Volvo Side-Lift Waste Collection and Compaction Trucks) to accommodate for additional trucks and services, and to standardise maintenance and warranties across this fleet of specialised vehicles to ensure continued service delivery.

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

RECOMMENDATION

Moved by Deputy Mayor Nicole Jonic:

Seconded by Councillor Andrew Antoniolli:

A. That the contractual arrangement (Council contract 22700) with Volvo Group Australia Pty Ltd (Supplier) for the provision of onsite maintenance and servicing of Volvo waste collection vehicles be varied as follows:

- (i) That Council approve an increase in expenditure from \$9,300,000.00 to approximately \$12,623,000.00 based on the forecasted spend anticipated at contract expiry as detailed in Attachment 1.**
- (ii) That the current contract expiry date of 31/05/2032 be extended to 30/06/2035.**

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.

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

NEGATIVE

Councillors:

Nil

Antoniolli
Madden

The motion was put and carried.

6. CONCESSION FOR GENERAL RATES

This is a report concerning a request for a concession for general rates for the following properties and owners.

- Community Housing (Qld) Ltd
- 2 South Station Road, BOOVAL QLD 4304
- Women's Crisis Support Service Incorporated
- ** address withheld **
- West Moreton Migrant Resource Service Inc (Goodna Neighbourhood House)
- Part Lot 3 Old Ipswich Road, RIVERVIEW QLD 4303.

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

RECOMMENDATION

Moved by Councillor Jim Madden:

Seconded by Councillor Marnie Doyle:

- A. That having satisfied the criteria in s120 of the of the *Local Government Regulation 2012*, as well as the Rates Concession Policy, the property at 2 South Station Road, Booval, be granted a 100% concession on the differential general rate and backdated to the relevant date of application.**
- B. That having satisfied the criteria in s120 of the of the *Local Government Regulation 2012*, as well as the Rates Concession Policy, the property at ** address withheld ** (refer confidential attachment), be granted a 100% concession on the differential general rate and backdated to the relevant date of application.**
- C. That having satisfied the criteria in s120 of the of the *Local Government Regulation 2012*, as well as the Rates Concession Policy, the property at Part Lot 3 Old Ipswich Road, RIVERVIEW QLD 4303, be granted a 100% concession on the differential general rate and backdated to the relevant date of application.**

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

Antoniolli

Madden

NEGATIVE

Councillors:

Nil

The motion was put and carried.

7. 2026-2027 FEES AND CHARGES - EARLY APPROVAL FOR IDENTIFIED LICENCES, PERMITS AND RENEWALS

This is a report concerning the fees for animal management, public health, food business and road regulation licences and associated services for the 2026-2027 financial year. It is proposed to adopt this selection of fees and charges ahead of the main budget process for the forthcoming financial year to allow licence, registration and permit renewals to be issued with 30-60 days advanced notice. All other fees will be submitted to Council for approval at the scheduled meeting of 28 May 2026.

RECOMMENDATION

Moved by Councillor Marnie Doyle:

Seconded by Councillor Jim Madden:

That the proposed fees and charges for animal management, public health, food business and road regulation licences and associated services, as detailed in Attachment 1, be adopted with an effective date of 1 July 2026.

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

Madden

NEGATIVE

Councillors:

Antoniolli (Abstain)

The motion was put and carried.

8. 2024-2025 IPSWICH ARTS FOUNDATION TRUST FINANCIAL STATEMENTS,
MANAGEMENT REPRESENTATION LETTER AND CLOSING REPORT

This a report concerning Ipswich City Council's controlled entity, Ipswich Arts Foundation Trust's 2024-2025 annual financial statements.

RECOMMENDATION

Moved by Councillor Marnie Doyle:

Seconded by Councillor Jacob Madsen:

- A. **That the 2024-2025 Ipswich Arts Foundation Trust annual financial statements as detailed in Attachment 1 be received and the contents noted.**
- B. **That the 2024-2025 Ipswich Arts Foundation Trust management representation letter as detailed in Attachment 2 be received and the contents noted.**
- C. **That the 2024-2025 Ipswich Arts Foundation Trust closing report as detailed in Attachment 3 be received and the contents noted.**

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

Antoniolli

Madden

NEGATIVE

Councillors:

Nil

The motion was put and carried.

9. MONTHLY FINANCIAL PERFORMANCE REPORT - FEBRUARY 2026

This is a report concerning Ipswich City Council's (**Council**) financial performance for the period ending 28 February 2026, submitted in accordance with section 204 of the *Local Government Regulation 2012*.

RECOMMENDATION

Moved by Deputy Mayor Nicole Jonic:

Seconded by Mayor Teresa Harding:

That the report on Council's financial performance for the period ending 28 February 2026, submitted in accordance with section 204 of the *Local Government Regulation 2012*, be considered and noted by Council.

AFFIRMATIVE

Councillors:

Tully

Madsen

Harding

Jonic

Doyle

Antoniolli

Madden

NEGATIVE

Councillors:

Nil

The motion was put and carried.

NOTICES OF MOTION

Nil

MATTERS ARISING

Nil

QUESTIONS / GENERAL BUSINESS

Nil

PROCEDURAL MOTIONS AND FORMAL MATTERS

The meeting commenced at 10.40 am.

The meeting closed at 11.19 am.

Doc ID No: A12668640

ITEM: 2

SUBJECT: PROCUREMENT: RECOMMENDATION TO AWARD - PROVISION OF
COMMERCIAL CLEANING

AUTHOR: CATEGORY SPECIALIST

DATE: 30 MARCH 2026

EXECUTIVE SUMMARY

This is a report concerning the establishment of contract arrangements with suitably qualified suppliers for the provision of Commercial Cleaning Services across nine (9) Separable Portions to Ipswich City Council, following the completion of Tender 250318-000084(VP465900).

RECOMMENDATION

- A. That pursuant to Section 228 of the Local Government Regulation 2012 (Regulation), Council award Tender No. 250318-000084 (VP465900) for the provision of Commercial Cleaning to the suppliers listed as per Confidential Attachment 1 (Recommendation to Award).**
- B. That Council enter into a contractual arrangement with the Suppliers at an approximate purchase price of \$24,000,000 excluding GST over the entire term, being a term of four (4) years, with an option for extension at the discretion of Council (as purchaser), of an additional three (3) years term.**
- 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, to implement Council’s decision.**

RELATED PARTIES

There was no declaration of Conflicts of interest.

IFUTURE THEME

Natural and Sustainable

PURPOSE OF REPORT/BACKGROUND

Council has an ongoing need for the provision of Commercial Cleaning Services to maintain the cleanliness, safety and presentation of Council facilities, public amenities and high-use public spaces in accordance with operational service standards. Approval is sought to establish new contractual arrangements that ensure the reliable delivery of scheduled,

reactive and specialised cleaning services aligned with Council’s strategic objectives and community expectations.

LEGAL IMPLICATIONS

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

POLICY IMPLICATIONS

The matter of this report is consistent with Councils Procurement Policy and Procurement and Contracts Manual. No other policies have been identified that would be impacted.

RISK MANAGEMENT IMPLICATIONS

The risk of not approving the recommendation is disruption to ongoing service delivery and a reduced ability to maintain public spaces to expected standards. This may lead to operational inefficiencies, non-compliance with procurement requirements, and community dissatisfaction.

FINANCIAL/RESOURCE IMPLICATIONS

There are no new resourcing or budgeting implications as this is included in existing budget.

COMMUNITY AND OTHER CONSULTATION

Consultation was undertaken with the Works and Field Services and the Property and Facilities Branch who support the recommendations within this report.

There was no community consultation undertaken during the preparation of this report or the procurement process.

CONCLUSION

That Council adopt the Recommendations to Award to the Provision of Commercial Cleaning Services.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Act/Decision being made is detailed in the recommendation within this report.
(b) What human rights are affected?	<i>No human rights are affected by this decision, this is a procurement process</i>

(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.

CONFIDENTIAL ATTACHMENTS

1.	RTA-Commercial cleaning -Approved
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Christine Lei
CATEGORY SPECIALIST

I concur with the recommendations contained in this report.

Tim Steinhardt
GOODS AND SERVICES CATEGORY MANAGER

I concur with the recommendations contained in this report.

Tanya Houwen
MANAGER, PROCUREMENT

I concur with the recommendations contained in this report.

Sonia Gollschewski
MANAGER, WORKS AND FIELD SERVICES

I concur with the recommendations contained in this report.

Seren McKenzie
GENERAL MANAGER (ASSET AND INFRASTRUCTURE SERVICES)

I concur with the recommendations contained in this report.

Allison Ferres-MacDonald
MANAGER, GENERAL COUNSEL

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

Doc ID No: A12754566

ITEM: 3

SUBJECT: 5554 RECONSTRUCTION ADJACENT TO RIVERLINK AND BRADFIELD BRIDGE PROJECT - DRFA FUNDED PROJECT (INCREASED EXPENDITURE)

AUTHOR: PROGRAM LEAD - DISASTER RECOVERY (ASSETS)

DATE: 7 APRIL 2026

EXECUTIVE SUMMARY

This is a report concerning increased expenditure under contract 5554 Reconstruction Adjacent to Riverlink and Bradfield Bridge works funded through the Disaster Recovery Funding Arrangements (DRFA) following multiple events impacting this location in both 2022 and 2024.

The original contract value of \$5,651,735.00 was awarded to Cragcorp Pty Ltd t/as Queensland Bridge and Civil (QBC) with an additional provisional sum of \$2,015,417.28 and an allocated contingency amount of \$876,417.28 to a total value of \$8,543,569.56.

This report is to provide notice the provisional sum and contingency expenditure has now reached \$2,667,722.91 (incl. GST) and will require an additional \$2,184,046.54 in contingency to complete the project with known issues at site and in accordance with the approved funding.

RECOMMENDATION/S

- A. **That Council receive and note that contract 5554 Reconstruction Adjacent to Riverlink and Bradfield Bridge works for the value of \$5,651,735.00 and additional provisional sum of \$2,015,417.28 and an allocated contingency amount of \$876,417.28 will be exceeded.**
- B. **That Council approve an additional contingency allocation of \$2,200,000.00 to cover potential future variations to ensure completion of works within the required Queensland Reconstruction Authority (QRA) funding timeframes.**
- 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

Ipswich City Council
Cragcorp Pty Ltd t/as Queensland Bridge and Civil (QBC) (ABN 48 077 429 960)
Queensland Reconstruction Authority (QRA)

There was no declaration of conflicts of interest.

IFUTURE THEME

Natural and Sustainable

PURPOSE OF REPORT/BACKGROUND

The purpose of the report is to inform Council that contract 5554 Reconstruction Adjacent to Riverlink and Bradfield Bridge works had an original contract value of \$5,651,735.00 ex GST with an additional provisional sum of \$2,015,417.28 and an approved contingency amount of \$876,417.28 ex GST.

The committed contingency is now calculated at \$2,667,722.91 ex GST and will require an additional contingency amount of \$2,184,046.54 for the project with funding to be sourced from the already approved DRFA submission. QRA have been informed of the complexities of this project and the additional costs expected for the project in advance of works and additional costs yet to be incorporated to the approved submission.

PURPOSE:

To inform Council of the financial status and variations associated with Contract 5554 Reconstruction Adjacent to Riverlink and Bradfield Bridge works and to seek approval for increased contingency funds within the approved project funding and budget.

BACKGROUND:

Contract 5554 Reconstruction Adjacent to Riverlink and Bradfield Bridge works had an original contract value of \$5,651,735.00 (ex GST) with an additional provisional sum of \$2,015,417.28 (ex GST) and an allocated contingency amount of \$876,417.28 (ex GST).

The provisional sum and contingency total being \$2,891,834.56. The total of the contract value, provisional sum and contingency being \$8,543,569.56.

CURRENT STATUS:

CN5554 contingency and provisional sum is close to being exhausted due to variations primarily related to accessibility to site, latent conditions, waste contaminated soil and site condition delays.

An increase to the overall project budget is requested to ensure the continuation of the works and support accountable progress reporting to QRA to ensure instalment funding payments continue.

VARIATIONS SUMMARY AND DESCRIPTION:

5554 Contingency and Provisional Sum

Variation 001 - Access Ramp to Site

Description – Original option to access the site to undertake works became no longer viable necessitating an alternative access location to site. This required a ramp to be constructed suitable for heavy vehicles and was not part of the original scope. This new access point was to the east of the site.

Impact

- **Extension of Time:** 17 days
- **Approved Cost:** \$747,949.16 (ex GST)

Key Issues:

Without the access to the site, project work could not commence creating risks with both the engaged contractor and timeframes required under DRFA guidelines to guarantee funding to deliver the project.

Mitigation:

Revised program issued, coordination with engaged contractor on timing and requirements to mitigate initial time delay and associate costs.

Variation 002 – Cartage and Disposal – Waste Contaminated Material/Soil

Description – Costs associated with cartage of soil zones within the project site due to levels of contamination and weather. Delays occurred at supplier sites due to weather conditions.

Impact

- **Extension of Time:** 17 days
- **Approved Cost:** \$455,928.93 (ex GST)

Key Issues:

The site is contaminated by PFAS and strict controls are in places in relation to the removal, disposal and replacement of soil. Due to the contamination, disposal and management of the soil was factored into the contingency. Impacts are related to the import of non-contaminated soil.

Mitigation:

An alternate supplier was also engaged to alleviate access restrictions at weather impacted sites and were engaged at the same rates as initial supplier. Revised program issued, coordination with engaged contractor and supplier on timing and requirements to mitigate initial time delay and associate costs.

Variation 007 – Cartage and Disposal- Waste Contaminated Material/Soil

Description – Costs associated with cartage of soil zones within the project site due to levels of contamination and weather. Delays occurred at supplier sites due to weather conditions.

Impact

- **Extension of Time:** 0 days
- **Approved Cost:** \$154,293.93 (ex GST)

Key Issues:

The site is contaminated by PFAS and strict controls are in place in relation to the removal, disposal and replacement of soil. Due to the contamination, disposal and management of the soil was factored into the contingency. Impacts are related to the import of non-contaminated soil.

Mitigation:

An alternate supplier was also engaged to alleviate access restrictions at weather impacted sites and were engaged at the same rates as initial supplier. Revised program issued, coordination with engaged contractor and supplier on timing and requirements to mitigate initial time delay and associate costs.

Variation 016 – Soil Nail Installation and Re-Design

Description – Costs associated with soil nails proposed for site following rock depth discrepancies and re-design to secure the bank with additional requirements.

Impact

- **Extension of Time:** 45 days (TBC)
- **Approved Cost:** \$662,521.05 (ex GST)

Key Issues: Depth of rock identified on site necessitated additional anchoring to be incorporated into the design. This was a technical safety factor required to stabilise the bank and meet design requirements.

Mitigation: Coordinated with designer and contractor to resolve the requirements for the design to enable associated suppliers and procurement needs to be in line with project scope. The time delay to this variation was mitigated as quickly as possible.

CALCUATION OF FURTHER VARIATIONS:

Before the project exceeds the initial approved provisional sum and contingency, a calculation has been undertaken in relation to the known and predicted variations still be applied to this project.

Due to the complexities of this project and the nature of the work, a number of latent and unknown conditions have arisen during the early stages and during delivery of the project. As such, it is expected that further variations are likely to impact the project and have been calculated at a value of \$2,184,046.54.

COMBINED EFFECT:

Total Approved Contingency Cost Impact: **\$5,091,834.46**

Total Time Impact (known variations): **79 days (estimated)**

Revised Completion Dates:

- Revised Completion Date: **6 October 2026**

The above revised completion date is dependent only on the current known variations, any future variations to the project or unknown contingency requirements will impact this proposed date.

FINANCIAL IMPLICATIONS:

5554 Contingency and Provisional Sum:

- Approved: \$2,891,834.56
- Current: \$2,667,722.91
- Additional Required: **\$2,200,000.00**

Additional budget will be required to support the project but will be covered by the DRFA approved funding submission as progress reporting is provided and payments are received.

RECOMMENDATION:

That Council:

1. Notes the variations and reasons for cost increases.
2. Approves the contingency funds to maintain project delivery to ensure delivery of work within the DRFA timeframes and the payment of associated funding through monthly progress reporting.

LEGAL IMPLICATIONS

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

POLICY IMPLICATIONS

The matter of this report is consistent with the Procurement Policy. No other policies have been identified that would be impacted.

RISK MANAGEMENT IMPLICATIONS

This project was impacted by both the 2022 and 2024 and was approved for funding to the value of the \$9,637,185.27 for Repairs to Essential Public Assets (REPA). Scope of work delivered through this funding is paid on “actuals” if aligned to the approved scope for the project.

If the project is not delivered within the approved timeframes there is significant risk to Council to absorb the costs of the project expenditure if the project is unable to be delivered to completion.

FINANCIAL/RESOURCE IMPLICATIONS

Contract 5554 – Reconstruction Adjacent to Riverlink and Bradfield Bridge
Contract Value: \$5,651,735.00
Approved Contingency: \$2,891,834.56
Revised Contingency: \$5,091,834.56

COMMUNITY AND OTHER CONSULTATION

The Asset and Infrastructure Services Department as the relevant contract owner have been consulted and agree with the proposal within the report. Additionally, as the funding owner the Queensland Reconstruction Authority (QRA) have also been consulted with regard to the complexities of the project and the expected increase in costs as a result of the issues relating to the project.

CONCLUSION

It was determined by the contract superintendent that due to the issues that developed with the project, the additional necessary works are required to be undertaken to ensure that the project is delivered in accordance with the approved scope and delivered to completion by the timeframes approved by the Queensland Reconstruction Authority (QRA) and the associated submission.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS
RECEIVE AND NOTE REPORT
The Recommendation/s as outlined below, states that the report be received and the contents noted. The decision to receive and note the report does not limit human rights. Therefore, the decision is compatible with human rights.
<p>A. That Council receive and note that contract 5554 Reconstruction Adjacent to Riverlink and Bradfield Bridge works for the value of \$5,651,735.00 and additional provisional sum of \$2,015,417.28 and an allocated contingency amount of \$876,417.28 will be exceeded.</p> <p>B. That Council approve an additional contingency allocation of \$2,200,000.00 to cover potential future variations to ensure completion of works within the required Queensland Reconstruction Authority (QRA) funding timeframes.</p> <p>C. That pursuant to Section 257(1)(b) of the <i>Local Government Act 2009</i>, 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.</p>

Marianne Young
PROGRAM LEAD - DISASTER RECOVERY (ASSETS)

I concur with the recommendations contained in this report.

Tanya Houwen
MANAGER, PROCUREMENT

I concur with the recommendations contained in this report.

Seren McKenzie
GENERAL MANAGER (ASSET AND INFRASTRUCTURE SERVICES)

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

Doc ID No: A12731582

ITEM: 4
SUBJECT: IPSWICH TRADES HALL PARKING
AUTHOR: MANAGER, GENERAL COUNSEL
DATE: 27 MARCH 2026

EXECUTIVE SUMMARY

This is a report concerning a request received from the Ipswich Trades Hall and Labour Day Committee (the **ITH**) for Council to provide it with access to five (5) car parking spaces at no cost on a permanent basis.

RECOMMENDATION/S

- A. That Council either:**
- (i) in accordance with the recommendation set out in this report, approve that council officers proceed in accordance with Option A, or**
 - (ii) approve that council officers proceed in accordance with Option B as set out in this report.**
- B. If Council gives its approval to proceed in accordance with Option B, that Council be kept informed as to the progress and outcome of that approach.**

RELATED PARTIES

Ipswich Trades Hall and Labour Day Committee

IFUTURE THEME

A Trusted and Leading Organisation

PURPOSE OF REPORT/BACKGROUND

A report concerning Council's ability to enter parking arrangements with the Ipswich Trades Hall and Labour Day Committee was previously submitted to the Councillor Briefing and Workshop session on 10 March 2026. This report follows that session by providing additional background information, and by providing options and recommendations regarding how Council may respond to requests from the Ipswich Trades Hall and Labour Day Committee (the **ITH**) for Council to provide it with access to five (5) car parking spaces at no cost and on a permanent basis.

Circa 1986 Kern Corporation Ltd (**Kern**) commenced developing a retail centre in the Ipswich CBD. At that time the Trades Hall was located on land that was included in the Kern development (on Nicholas Street). That land was the subject of Perpetual Leases No. 662 and 1566 issued under the now repealed *Ipswich Trades and Labour Hall Land Perpetual Lease Acts 1925 to 1950* which meant that it could not be dealt with under the ordinary provisions of the *Land Act*. Consequently, to acquire freehold title of that land, Kern approached the ITH and the then Department of Lands to negotiate and administer a land swap (i.e. to relocate the Trades Hall from the Nicholas Street land to its present location at the corner of Bell Street and Union Place (the **Bell Street land**)).

The Department of Lands facilitated the land swap by repealing the *Ipswich Trades and Labour Hall Land Perpetual Lease Acts 1925 to 1950* and implementing the *Ipswich Trades Hall Act 1986* (the **ITH Act**) which operated to release the perpetual leases over the Nicholas Street land, grant freehold title over the Nicholas Street land to Kern, transfer title over the Bell Street land from Kern to the State Government, and grant perpetual leases over the Bell Street land in favour of the ITH.

Outside of their engagement with the Department of Lands Kern separately negotiated the terms of a private agreement with the ITH (the **Kern agreement**). The terms of that agreement are not dealt with by, nor are they the subject of, the ITH Act. Council was not and has never been a party to that agreement, however on the basis of historical cabinet minutes (refer to **Attachment 1**) and of a four (4) page extract of the agreement (refer to **Attachment 2**) provided to Council by the ITH (noting a complete copy has never been provided to Council by the ITH) it is generally understood that the agreement provided for the lending of monies by Kern to the ITH, the construction and fit out, by Kern, of new ITH premises on the Bell Street land, the management and tenancing of those premises, and the grant of a 99 year license to ITH for the use of 5 car parks on land (the **relevant land**), which was and remains a separate lot under separate legal title, adjacent to the Bell Street land which was then under the ownership of Kern and intended to be used for the purpose of a shared car park “*in the positions designated by Kern from time to time, throughout every Business Day during the term*”(refer to cl 13(a) of **Attachment 2**).

Clause 13 of the Kern agreement explicitly states:

1. that the ITH were being granted a licence over car spaces as opposed to a lease or an easement,
2. that the licence could not be assigned or transferred,
3. that the licence did not confer on the ITH any estate or interest in the car park or any part of the car park, and that Kern retained ownership and control over the relevant land,
4. that Kern had the option to terminate the licence in the event of ITHs default under the agreement,
5. that the car spaces were to be located on land held by Kern, that the location of the car spaces on that land would be at the discretion of Kern, and that Kern could change the location of the car spaces at its discretion.

Thus, even in the absence of reviewing a complete copy of the agreement between Kern and the ITH, it is clear that it was never the intention of the parties, and there was no agreement between the parties, to grant a perpetual, enduring interest over any land the subject of the Kern agreement for the purpose of car parking. As such when the land the subject of the licence was sold to Memo Corporation in 1992 the licence ceased to operate as it did not transfer with the land and Memo Corporation was not legally bound by it.

Attachment 3, which is a copy of correspondence from Memo Corporation to the ITH dated 7 October 2004, evidences that the ITH:

1. was notified of the voidance of the Kern licence
2. was informally offered the use of six (6) car parking spaces “*under the covered area*”, but that any agreement reached pursuant to that offer could be withdrawn at any time by Memo Corporation.

Attachment 4, which is a copy of correspondence dated 12 November 2004 from ITH in reply, evidences that the ITH accepted Memo Corporation’s advice that the licence with Kern was void and further that it accepted the conditions of Memo Corporation’s informal offer.

In 2009 ownership of the land that was the subject of the voided licence with Kern was transferred by Memo Corporation to Ipswich City Properties (**ICP**). The contract of sale did not include any provision reserving rights for the ITH to access or use car parking spaces on the land (which is consistent with the fact that the Kern licence became void upon the transfer of the land from Kern to Memo Corporation, and with the informal and non-enduring nature of the car parking arrangement between Memo Corporation and the ITH). It is understood that at the ITH’s request ICP granted ITH access to six (6) car parks on the land, again on a discretionary, informal, and temporary basis. Our understanding in this regard is based on the bundle of documents comprising **Attachment 5**.

In 2019 ownership of the land was transferred from ICP to Ipswich City Council. Again, the contract of sale did not include any provisions reserving rights for ITH to access or use car parking spaces on the land. After the land was transferred to council, the land was used as a set down area for construction associated with the Commonwealth Hotel and Nicholas Street Precinct and was not accessible for the purpose of parking. Once use of the land as a set down area ceased it became subject to an exclusive and binding car parking agreement with the lessee and operator of the Commonwealth Hotel premises (Myrdhowe Pty Ltd). The car parking agreement will endure until the lease of the Commonwealth Hotel premises terminates. **Attachment 6** depicts the area the subject of the car parking agreement.

Despite previously providing written confirmation of their acceptance of the voidance of the Kern licence, and of the temporary and informal nature of parking arrangements with subsequent owners of the land, on 9 March 2022 the ITH wrote to council’s CEO asserting a contrary and erroneous position that the Kern licence had been “inherited” by council (refer to **Attachment 7**). More recently, on 13 March 2026, the ITH sent email correspondence to the CEO asserting that it considers that Council has an obligation to provide five (5) car parks to the ITH, and requesting that council grant it access to two (2) car spaces within the Commonwealth Hotel car park and three spaces in the Nicholas Street/Tulmur Place car park (the **ITH request**) (refer to **Attachment 8**). The ITH has never set out the legal basis for, nor provided any legal (or other) documentation in support of, its assertions.

For completeness, it is relevant to note that the relevant land has never been the subject of an easement, benefitting the ITH or the Bell Street land, for the purpose of car parking.

KEY ISSUES

- The Kern licence ceased to operate/became void upon the transfer of the relevant land from Kern Corporation to Memo Corporation. The ITH has previously acknowledged, in writing, that the Kern licence is void.
- Any and all subsequent parking arrangements between the ITH and subsequent purchasers of the relevant land have been informal, temporary, and non-binding.
- The relevant land is currently subject to an exclusive parking agreement with the lessee and operator of the Commonwealth Hotel which endures until the termination of their lease of the Commonwealth Hotel premises. Consequently, there is no immediate ability for council to accommodate the ITH's request insofar as it pertains to the relevant land.
- The CEO of council is not empowered, by delegation or authorisation, to enter an ongoing and permanent arrangement with the ITH because the ITH request does not align with and therefore cannot be dealt with under council's grant, sponsorship, and community assistance policy frameworks, and because the ITH are seeking to be furnished with car parking at nil cost.
- Entering into an ongoing arrangement with the ITH, in the absence of policy support and any commercial benefit to Council, would effectively create a new policy position or preferential benefit to a single organisation without a supporting policy framework or transparent justification.
- There are many businesses and organisations that would seek such car parking arrangements at no cost such as expected by ITH.

OPTIONS

In responding to the ITH request Council has the following options available to it:

Option A

Under this option Council refuses the ITH's request on the basis that Council is not and has never been subject to any legal obligation to provide the car spaces, and because entering into an ongoing arrangement with the ITH, in the absence of policy support and any commercial benefit to Council, would effectively create a new policy position or preferential benefit to a single organisation without a supporting policy framework or transparent justification.. This option will have nil financial impact for Council and would be consistent with Council's grant, sponsorship, and community assistance policy frameworks. It is recommended that Council approve Option A.

Option B

Under this option Council approves offering up to five (5) car park spaces, located in the Nicholas Street Precinct Carpark to the ITH on an informal, non-perpetual basis (i.e. on the basis that the arrangement could be terminated at any time at council's discretion), and conditional upon:

1. the location of the spaces offered being subject to council's discretion from time to time;
2. the spaces (which it is understood could be reserved for the ITH) being accessible:
 - a. only to visitors to and committee members of the ITH, and
 - b. only between Monday-Friday.

To facilitate access to the car park spaces under this option council officers would need to engage with the contracted manager of the Nicholas Street Precinct car park, Point Parking (e.g. to determine whether access could be via number plate recognition or alternative means).

The primary financial impact of this option would be the loss of parking revenue stemming from the reservation of five (5) car park spaces in this parking facility on the above conditions. Currently, the casual rate for 7+ hours parking (non-early bird entry) in this facility is \$25 per day. As such, under this option, lost casual parking revenue would potentially be equal to \$625 per week.

LEGAL IMPLICATIONS

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

Local Government Act 2009

Local Government Regulation 2012

Ipswich Trades Hall Act 1986

POLICY IMPLICATIONS

It should be noted that the ITH's request does not align with council's Community Funding and Support Policy and Procedure.

In responding to the ITH's requests Council should have regard to the Good Governance Policy and the City of Ipswich Good Governance Guide.

RISK MANAGEMENT IMPLICATIONS

The risks associated with Option A and Option B are outlined in the "Key Issues" and "Options" sections of this report.

FINANCIAL/RESOURCE IMPLICATIONS

Approval of Option A will not result in any immediate financial or resourcing impact.

Approval of Option B will result in financial and resourcing impacts as outlined in the "Options" section of this report.

COMMUNITY AND OTHER CONSULTATION

There have been a significant number of discussions and meetings over recent years regarding the claim to car park spaces between representatives of ITH and officers of council.

The following internal stakeholders were consulted on the content and recommendations of this report; each are supportive:

- Legal Services Branch
- Property and Facilities Branch
- Nicholas Street Precinct Branch

Councillors have been informed on and have considered this matter at a Councillor Briefing and Workshop on 10 March 2026 and via email correspondence.







CONCLUSION

In response to the ITH's request, and noting the content of this report and its attachments, Council should approve officers proceeding with either Option A (being the recommended option) or Option B.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	Per Recommendation B, in responding to the ITHs request for provision of five car spaces at nil cost, Council is being asked to approve either Option A or Option B.
(b) What human rights are affected?	No human rights are affected by this decision because the ITH is not an individual for the purposes of the Human Rights Act 2019
(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.

ATTACHMENTS

1	Bundle of Historical Cabinet Minutes ↓ 
2	Extract of agreement between Kern Corporation and ITH ↓ 
3	Copy of correspondence from Memo Corporation to the ITH dated 7 October 2004 ↓ 
4	Copy of correspondence from ITH to Memo Corporation dated 12 November 2004 ↓ 
7	Copy of correspondence from ITH to CEO dated 12 November 2004 ↓ 
8	Copy of correspondence from ITH to CEO dated 13 March 2026 ↓ 

CONFIDENTIAL ATTACHMENTS

5	Bundle of council records relating to discretionary, temporary ITH parking arrangements
6	Commonwealth Hotel Parking Plan

Allison Ferres-MacDonald
MANAGER, GENERAL COUNSEL

I concur with the recommendations contained in this report.

Sonia Cooper
CHIEF EXECUTIVE OFFICER

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

SUBJECT: Relocation of the Ipswich Trades Hall.

(Submission No. 44243)

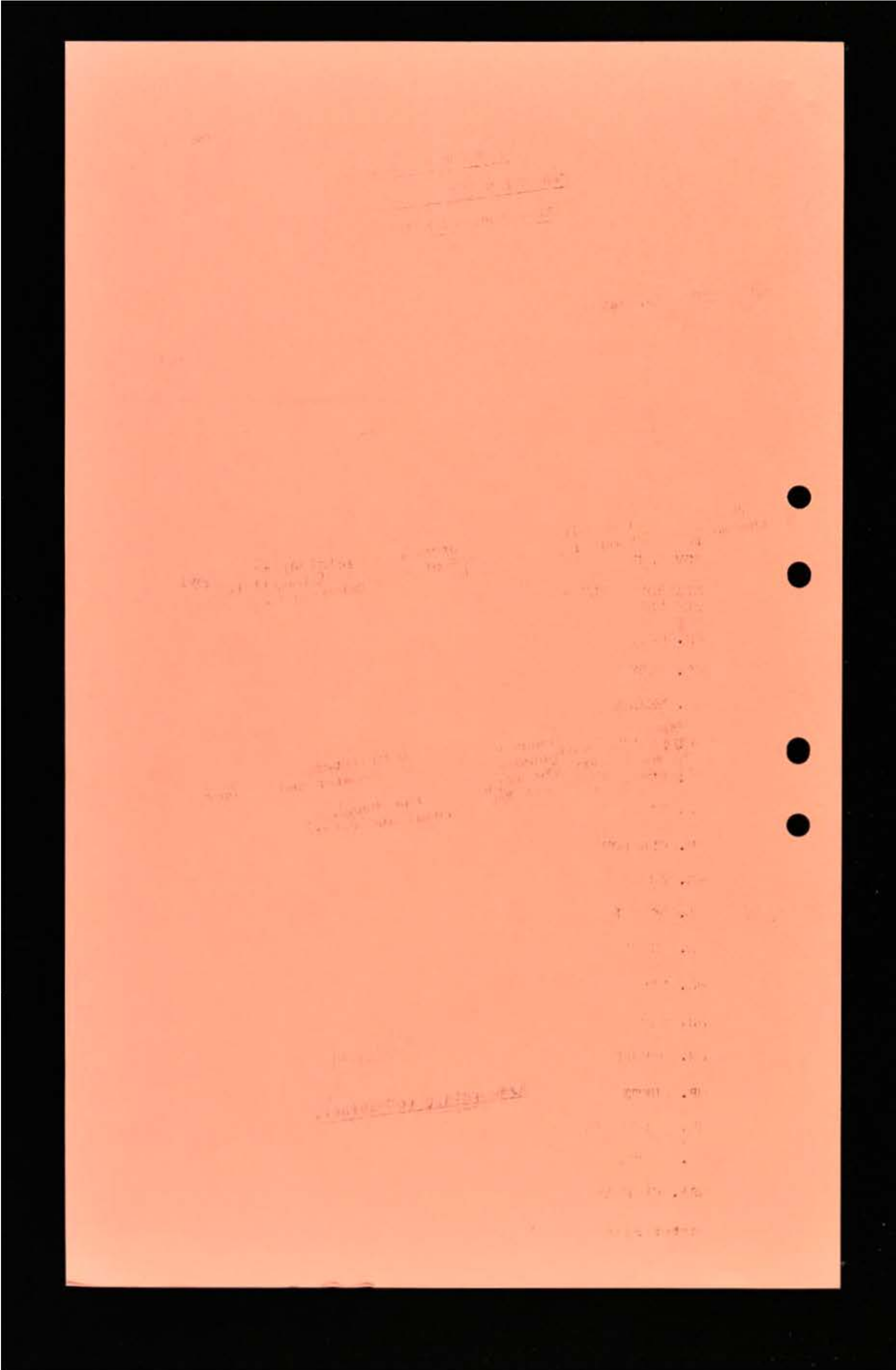
30 Copies Received at 3.00 a.m. 12 1 6 119 86 Mr. Glasson
p.m.

Copies Made 30

CIRCULATION DETAILS

1	GOVERNOR		21	Decision File
2	SIR JOH BJELKE-PETERSEN	<i>9</i>	22	<i>Lab</i>
3	MR. GUNN		23	<i>hu</i> <i>30</i>
4	MR. HINZE		24	<i>Stewart</i>
5	MR. WHARTON	<i>9</i>	25	<i>PSO</i>
6	MR. GIBBS		26	
7	MR. AHERN		27	
8	MR. LANE		28	
9	MR. GLASSON	<i>9</i>	29	
10	MR. AUSTIN		30	
11	MR. POWELL		31	
12	MR. TURNER		32	
13	MR. LESTER		33	
14	MR. TENNI		34	
15	MR. HARPER		35	
16	MR. MUNTZ		36	
17	MR. McKECHNIE		37	
18	MR. KATTER		38	
19	MRS. CHAPMAN		39	
20	Master File		40	

Copy of relevant
Submission
Copy of relevant
Submission



20

Copy No. _____

RESTRICTED
CABINET MINUTE

Atherton, 17th June, 1986

Decision No. 49059

Submission No. 44243

TITLE: Relocation of the Ipswich Trades Hall.

CABINET decided:-

That approval be given for the preparation of a Bill to provide for the matters set out in paragraph 5 of the Submission.

CIRCULATION: Department of Lands and copy to Minister.
Premier's Department and copy to Premier and Treasurer.
Parliamentary Counsel.
The Honourable the Leader of the House.
All other Ministers for perusal and return.

Certified True Copy

Handwritten signature



A/Secretary to Cabinet.

Handwritten signature



SECURITY CLASSIFICATION B - RESTRICTED

DEPARTMENT OF LANDS

BRISBANE

FOR CABINET

CONFIDENTIAL

SUBMISSION NO.....
COPY NO.....

44243

21

RE: Relocation of the Ipswich Trades Hall

1. By Cabinet Decision No. 48110 of 17 February, 1986, the Trustees of the Ipswich Trades Hall and Labour Day Committee (the Trustees) were given approval—

to continue negotiations with Kern Corporation Ltd. concerning the disposal of the lands presently comprised in Perpetual Leases Nos. 662 and 1566 issued under "The Ipswich Trades and Labour Hall Land Perpetual Lease Acts, 1925 to 1950" to Kern Corporation Ltd., and report such negotiations to the Honourable the Minister for Lands, Forestry, Mapping and Surveying, who will then make a further submission to Cabinet.

2. Solicitors Messrs. Flower & Hart, acting for Kern Corporation Ltd. have now advised of progress of the negotiations with the Trustees — see copy of Solicitors' letter Annexure 1.

3. Kern Corporation Ltd owns or is in the process of acquiring land at the corner of Bell and Union Streets, Ipswich (the Kern land).

4. Kern Corporation Ltd. are still negotiating the agreement with the Trustees with the view that Kern Corporation Ltd. will, in exchange for obtaining unencumbered freehold title to the land contained in the Perpetual Leases presently held by the Trustees:—

(a) Make the Kern land available for a new Ipswich Trades Hall, on a basis to be nominated by Government.

(b) Design and construct on the Kern land, new premises of approximately the same gross floor area as the existing Nicholas Street Trades Hall premises.

As well Kern will provide an hydraulic passenger lift and kitchen and bar fittings with equipment to a value of \$50 000.

(c) Grant a ninety-nine (99) year lease or licence to the Ipswich Trades Hall over five (5) car parking bays upon completion of its retail development on the site bounded by Bell, Union, Nicholas and Bremer Streets.

Page 2

(d) If it is necessary to temporarily relocate the Trades Hall to another site whilst construction of the new premises is being completed, Kern will meet all reasonable relocation expenses (including rental payments in the temporary location).

(e) At the option of the Ipswich Trades Hall, Kern will construct a second floor (an increase in area now occupied by the Trades Hall) at a cost of some \$300 000. Kern would lend the sum of \$300 000 to the Ipswich Trades Hall, to finance the cost of the additional area. Kern would act as managing agent for managing and leasing the retail shops included in the new building and receive commissions therefor at scale rates.

The rents would be collected by Kern and remitted monthly:—

(i) to the Ipswich Trades Hall, as to so much as equates to the rent now being received from the shops in the Nicholas Street Trades Hall building; and

(ii) as to the balance, to Kern on account of principal and interest re the loan of \$300 000.

Interest on this loan would accrue at 13.75% computed on six (6) monthly rests. Repayments as in (ii) above would continue until the earlier of—

ten (10) years from completion of the new building, or

repayment of the loan in full.

If repayment in full has not been effected as above within the said period of ten (10) years, the balance outstanding will be foregone.

It is stressed that the above are the arrangements upon which negotiations are proceeding but formal agreement between the parties is yet to be reached. In order to finalise negotiations the parties require to know if Government is prepared to consider enabling Legislation to allow the proposal to proceed to fruition.

5. Enabling legislation would be required and it should take account of the undertaking by Kern Corporation Ltd. in paragraph 4 above incorporating, as necessary, any agreement entered into by the parties and should provide that, subject to receipt of a certificate from a reputable Architect (perhaps Messrs. Robin Gibson & Associates) to the effect that Kern has completed its obligations re the design and construction of the new Trades Hall building (in

Page 3

accordance with specified documentation to be deposited with the Land Administration Commission):—

- (a) the Trades Hall land revert to Crown land;
- (b) the trusts over the same imposed by "The Ipswich Trades and Labour Hall Land Perpetual Lease Acts, 1925 to 1950" and the benefit and encumbrance easements over Perpetual Lease No. 1566 be discharged;
- (c) those Acts be repealed;
- (d) a deed of grant in fee simple be issued to Kern Corporation Ltd in respect of the Trades Hall lands;
- (e) the Kern land on which the new Trades Hall is to be constructed be surrendered to the Crown; and
- (f) a Deed of Grant in Trust thereover be issued to the Trustees of the Ipswich Trades Hall and Labour Day Committee.

6. **RECOMMENDATION**

It is recommended that approval be given for the preparation of a Bill to provide for the matters set out in paragraph 5 of this Submission.

W.H.Glasson
Minister for Lands, Forestry,
Mapping and Surveying

Brisbane
11 June 1986

MICHAEL JOHN DOUGLAS MEADOWS
JAMES WILLIAM ALLEY
ROBERT JAMES CUNNINGHAM
DAVID JOHN HERBERT WATT
DAVID GEORGE ROBERTS
ROBYN GAY LYONS

DEPT. OF LANDS

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FACSIMILE (07) 229 4315

30680 30 MAY 66

29 May 1986

OUR REF. MM:52591

YOUR REF.

BRISBANE

Jim Jones Esq.,
Land Administration Commission,
George Street,
BRISBANE

URGENT DELIVERY

Dear Sir,

Kern Corporation Ltd. - Ipswich Trades Hall

We refer to our discussions with you and Mr. Fergusson on 28 May and advise as follows:-

1. Kern

We act on behalf of Kern Corporation Ltd. ("Kern").

2. The Sites (2)

As part of its overall Ipswich City Re-development, Kern wishes to acquire freehold title to the land in Nicholas Street Ipswich now occupied by the Ipswich Trades Hall ("the Trades Hall Lands"). The Trades Hall Lands are the subject of Perpetual Leases Nos. 662 and 1566 issued under "The Ipswich Trades and Labour Hall Land Perpetual Lease Acts 1925 to 1950 (the "Act").

By virtue of the 1925 Act, the trustees of the Ipswich and West Moreton Labour Day Celebration Committee ("the Ipswich Trades Hall") were granted a perpetual lease of Subdivision 2 of Allotment 13 of Section 4 comprising an area of 19.84 perches. The lease was to be a lease in perpetuity and to be held by the trustees for the purposes of a Trades and Labour Hall and for no other purpose whatsoever. No power of sale was conferred. Perpetual Lease No. 662 duly issued as above.

A lease on like terms of the adjoining parcel (Subdivision 1 of Allotment 12 of Section 4) was granted as Perpetual Lease No. 1566 pursuant to the 1950 amendment to the Act.

By way of exchange for the Trades Hall Lands, Kern has offered the Ipswich Trades Hall a parcel of land on the corner of Bell and Union Streets now owned by Kern ("the Kern Land"). The Kern Land comprises Lot 2 on Registered Plan No. 132466 in the Parish of Ipswich, together with a portion of Allotment 14 of Section 3 in the same parish which will need to be described by metes and bounds (not yet available to us).

2.

3. Impediments to exchange of Sites

There are a number of impediments to the exchange proposed by the parties:-

- (a) the Ipswich Trades Hall does not hold an estate in fee simple in the Trades Hall Lands.
Kern wishes to acquire freehold title.
- (b) the Ipswich Trades Hall is bound by the trusts imposed by the Act and has no power of sale.
- (c) it is presumed by Kern that if the State Government was agreeable to the proposed exchange, the Government would nevertheless require that the Kern Land (when acquired by the Ipswich Trades Hall) should be held upon certain specified trusts.
- (d) the identity of the present trustees is unclear, at least in terms of the recording of such trustees upon the instruments of lease.

Kern assumes that if the Government is disposed to approve the exchange, special enabling legislation will be required to allow the exchange to be effected.

Kern also assumes it is likely the State Government will sit only once more this year, in the July/August budget sessions. After that, the next sittings of the House may not be until March 1987.

As the Trades Hall Lands are now a vital part of Kern's overall Ipswich Re-development, Kern sees it as imperative that any enabling legislation the Government is disposed to support, be passed in the July/August 1986 session, rather than sometime in 1987. A delay until 1987 would have significant adverse consequences to the whole project.

For these reasons, Kern respectfully requests that any necessary enabling legislation be drafted as soon as possible so that it is ready to be laid before the House in mid to late July 1986.

4. Outline of Exchange Agreement

Formal agreement has yet to be reached between the parties however, subject to passage of the necessary enabling legislation and final approval of the parties, we understand that in exchange for Kern obtaining unencumbered freehold title to the Trades Hall Lands, Kern will:-

- (a) make the Kern Land available to the Ipswich Trades Hall, on a basis to be nominated by the State Government;

3.

- (b) design and construct on the Kern Land, new premises of approximately the same gross floor area as the existing Nicholas Street Trades Hall premises;

As well Kern will provide an hydraulic passenger lift and kitchen and bar fittings with equipment to a value of \$50,000.00;

- (c) grant a 99 year lease or license to the Ipswich Trades Hall over 5 car parking bays upon completion of its retail development on the site bounded by Bell, Union, Nicholas and Bremer Streets;
- (d) if it is necessary to temporarily relocate the Trades Hall to another site whilst construction of the new premises is being completed, [Kern will] meet all reasonable relocation expenses (including rental payments in the temporary location); and
- (e) at the option of the Ipswich Trades Hall, Kern will construct a second floor (an increase in the area now occupied by the Trades Hall) at a cost of some \$300,000.00. Kern would lend the sum of \$300,000.00 to the Ipswich Trades Hall, to finance the cost of the additional area. Kern would act as managing agent for managing and leasing the retail shops included in the new building (and receive commissions therefor at scale rates).

The rents would be collected by Kern and remitted monthly:-

- (aa) to the Ipswich Trades Hall, as to so much thereof as equates to the rent now being received from the shops in the Nicholas Street Trades Hall building; and
- (bb) as to the balance, to Kern on account of principal and interest re the loan of \$300,000.00.

Interest on this loan would accrue at 13.75% computed on 6 monthly rests. Repayments as in (bb) above would continue until the earlier of 10 years from completion of the new building or repayment of the loan in full. If repayment in full has not been effected as above within the said period of 10 years, the balance outstanding will be foregone.

Any enabling legislation should therefore take account of the above proposal, particularly regarding the rental of retail shops by the Ipswich Trades Hall (cf. the 1950 amendment Act) and the loan arrangements.

5. Principles of Enabling Legislation

Following our discussions with you on 18 May, we understand that in broad principle, the enabling legislation might

4.

provide that, subject to receipt by the responsible Minister of a certificate from a reputable Architect (perhaps Messrs. Robin Gibson & Associates) to the effect that Kern has completed its obligations re the design and construction of the new Trades Hall building (in accordance with specified documentation deposited with your Department):-

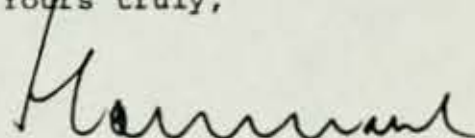
- (a) the Trades Hall Lands should be converted to Crown Land;
- (b) the trusts over the same imposed by the Act be discharged;
- (c) a deed of grant in fee simple be issued to Kern in respect of the Trades Hall Lands;
- (d) the Kern Land be converted to Crown Land; and
- (e) a new lease or other appropriate title thereover be issued to the Ipswich Trades Hall, with power to grant leases etc as mentioned in paragraph 4(e) above.

The condition precedent to the operation of the enabling Act is, of course, our suggestion. We also suggest that whilst clarification of the identity of the Trustees of the Ipswich Trades Hall could be dealt with in the enabling Act, matters such as the delivering up of possession of the sites could be left to agreement between the parties.

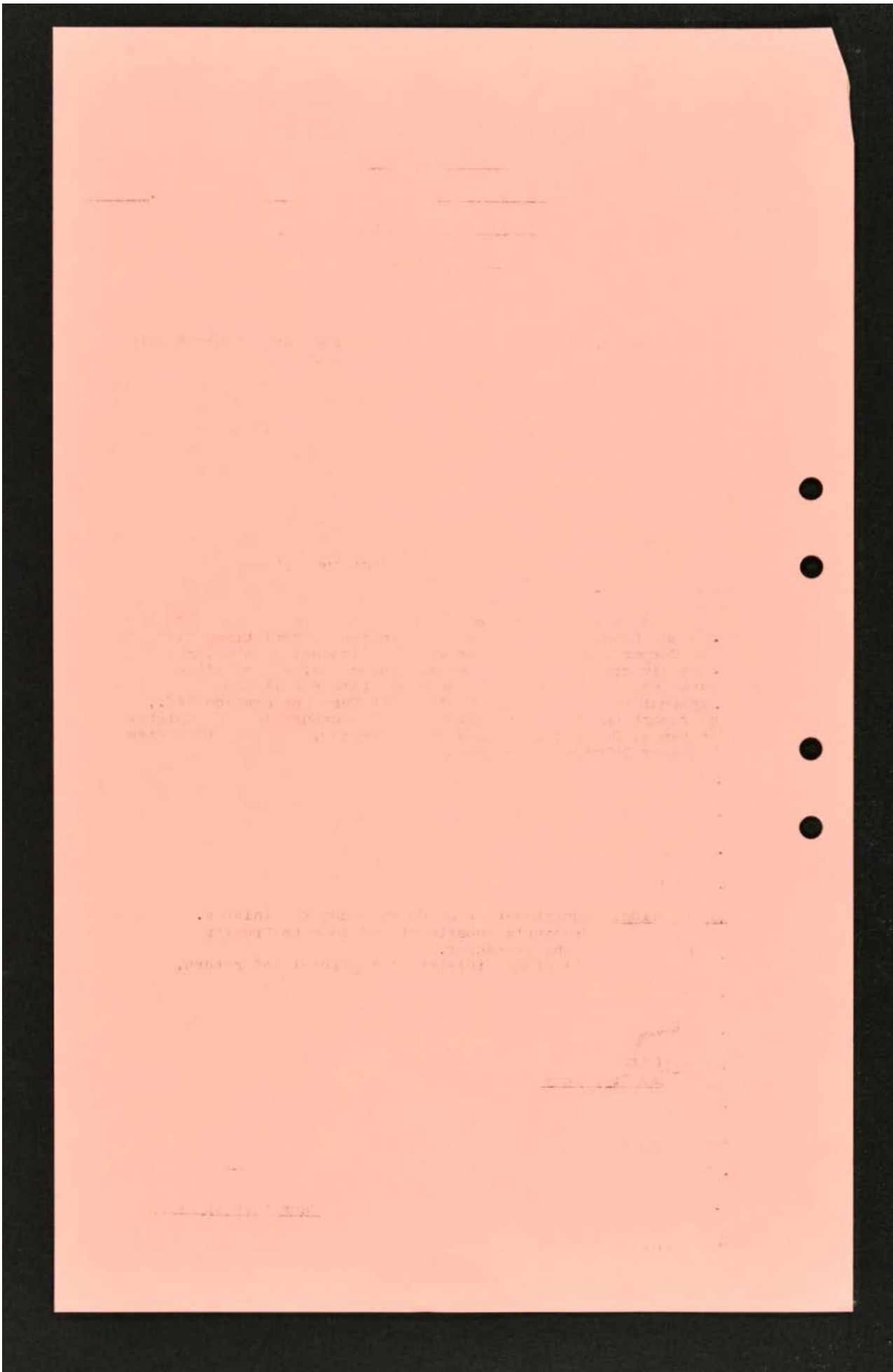
Please let us know as soon as possible whether the arrangements proposed above will be acceptable to the State Government. As soon as we learn the format of the enabling legislation, we can prepare a meaningful draft of the Exchange Agreement to be entered between Kern and the Ipswich Trades Hall.

We understand you will endeavour to have placed before Cabinet on Tuesday 10 June a submission on preparation of the enabling legislation. Please let us know the outcome and in any case if we can be of any assistance, please do not hesitate to telephone the writer.

We are, dear Sir,
Yours truly,



<h1 style="margin: 0;">CABINET MINUTE</h1> <p style="margin: 0;">BRISBANE, 17 2 1986</p>	<p>DECISION NO.</p> <p style="font-size: 1.2em;">48110</p>			
<p>SUBJECT: <u>Relocation of the Ipswich Trades Hall.</u></p> <hr/> <hr/> <hr/>				
<p>(Submission No. <u>43367</u>)</p>				
<p>30 Copies Received at <u>4:00</u> ^{a.m.} <u>13 2 1986</u> <i>Mr. Glasson</i></p> <p style="margin-left: 100px;">p.m.</p>				
<p>Copies Made <u>29</u></p>	<p>CIRCULATION DETAILS</p>			
1	GOVERNOR		21	Decision File
2	SIR JOH BJELKE-PETERSEN	<i>af</i>	22	<i>Lands</i>
3	MR. GUNN		23	<i>Premises</i> ³⁰ Copy of relevant Submission attached
4	MR. MINZE		24	<i>216</i>
5	MR. WHARTON		25	
6	MR. GIBBS		26	
7	MR. AHERN		27	
8	MR. LANE		28	
9	MR. GLASSON	<i>af</i>	29	
10	MR. AUSTIN		30	
11	MR. POWELL		31	
12	MR. TURNER		32	
13	MR. LESTER		33	
14	MR. TENNI		34	
15	MR. HARPER		35	
16	MR. MUNTZ		36	
17	MR. McKECHNIE		37	
18	MR. KATTER		38	
19	MRS. CHAPMAN		39	
20	Master File		40	



RESTRICTED

20

CABINET MINUTE Copy No. _____

Brisbane, 17th February, 1986

Decision No. 48110

Submission No. 43367

TITLE: Relocation of the Ipswich Trades
Hall.

CABINET decided:-

That approval be given to the Trustee of Ipswich Trades Hall and Labour Day Committee to continue negotiations with Kern Corporation Ltd. concerning the disposal of the lands presently comprised in Perpetual Leases Nos. 662 and 1566 issued under "The Ipswich Trades and Labour Hall Land Perpetual Lease Acts 1925 to 1950" to Kern Corporation Ltd., and report on such negotiations to the Honourable the Minister for Lands, Forestry, Mapping and Surveying, who will then make a further Submission to Cabinet.

CIRCULATION: Department of Lands and copy to Minister.
Premier's Department and copy to Premier
and Treasurer.
All other Ministers for perusal and return.

Grant
Certified True Copy



Robert
Secretary to Cabinet.



SECURITY CLASSIFICATION "C"

DEPARTMENT OF LANDS

BRISBANE

43367

SUBMISSION NO:

COPY NO:
21

FOR CABINET

C O N F I D E N T I A L

Re: Relocation of the Ipswich Trades Hall

1. Kern Corporation Ltd. has commenced developing a major \$140 million retail centre in the heart of the Ipswich Central Business District, due for completion late 1987 or early 1988.
2. Kern Corporation Ltd. has approached the Ipswich Trades Hall and Labour Day Committee with a proposal to relocate the Trades Hall as the area of land on which the Hall is located is included in the project.
3. The two story brick Trades Hall, built in 1929, comprising four ground floor shops and a second floor hall used for regular weekly meetings, is located in Nicholas Street, Ipswich.
4. The Hall is located on two Perpetual Leases, Nos. 662 and 1566 issued under "The Ipswich Trades and Labour Hall Land Perpetual Lease Acts, 1925 to 1950" and can not be dealt with under the ordinary provisions of the Land Act by way of conversion or otherwise.
5. The leases, under the Act, are to be held for the purposes of a Trades and Labour Hall and for no other purpose whatsoever. As such, they can not be transferred, other than to the Trustees. If provision was made in the Act for freeholding of the two leases, the Trust could carry over to the freehold title, but this is not what is being sought.
6. The two leases are held in the names of Thomas DWYER, Stephen SMITH and John Wort PERRETT as Trustees of the Ipswich Trades Hall and Labour Day Committee, who are all deceased. The present duly elected Trustees are Henry Joseph TAYLOR, William Benjamin SANDS and Robert CHRISTISON.
7. The yearly rental of each lease is one peppercorn if demanded.
8. Both leases are subject to a Memorandum of Mortgage to the Commonwealth Savings Bank of Australia. Perpetual Lease No. 1566 has two Party Wall Easements and one Right of Way Easement registered on the lease.
9. In broad terms, Kern Corporation Ltd. is prepared:
 - (a) To provide a block of land on the north-west corner of Bell and Union Streets - of the same area as currently occupied. This would be in straight exchange for the existing site. This site is freehold and would be transferred to the Trustees.
 - (b) To design and construct new premises to accommodate the same usable areas, facilities and services as now enjoyed. The cost of these works will be at Kern's expense including all architectural and engineering charges.

../2

-2-

- (c) To provide four car parking bays in the car park section of the development. These would be made available for a peppercorn rent for 99 years.
- (d) In the event that it will be necessary to temporarily relocate the Trades Hall activities whilst the construction of the new building is undertaken, Kern will pay for all reasonable relocation expenses including rental payments in the temporary location.
10. The Ipswich Trades Hall and Labour Day Committee are still negotiating with Kern Corporation Ltd. on the design and construction details of the proposed new building.
11. To enable the Committee to dispose of the land, it is considered that a Special Act will be necessary to follow the scheme of the Brisbane Trades Hall Act, bearing in mind that provision is to be made for the Mortgage, the Easements and any Tenancies over the two leases.
12. Kern Corporation Ltd. considers that the development, when completed, should provide an additional 900 jobs over and above those currently employed, in addition to the many hundreds during construction.

13. RECOMMENDATION:

It is recommended that approval be given to the Trustees of Ipswich Trades Hall and Labour Day Committee to continue negotiations with Kern Corporation Ltd. concerning the disposal of the lands presently comprised in Perpetual Leases Nos. 662 and 1566 issued under "The Ipswich Trades and Labour Hall Land Perpetual Lease Acts, 1925 to 1950" to Kern Corporation Ltd., and report on such negotiations to the Honourable the Minister for Lands, Forestry, Mapping and Surveying, who will then make a further Submission to Cabinet.

W.H. Glasson

Minister for Lands, Forestry,
Mapping and Surveying

BRISBANE.
13 February, 1986

P

<h1 style="margin: 0;">CABINET MINUTE</h1> <p style="margin: 0;">BRISBANE, 11 8 11986</p>	DECISION NO. 49506
---	---------------------------

SUBJECT: A Bill to Provide for the Exchange of Land Between
Kern Corporation Ltd. and Ipswich Trades and Labour Hall
and for Related Purposes.

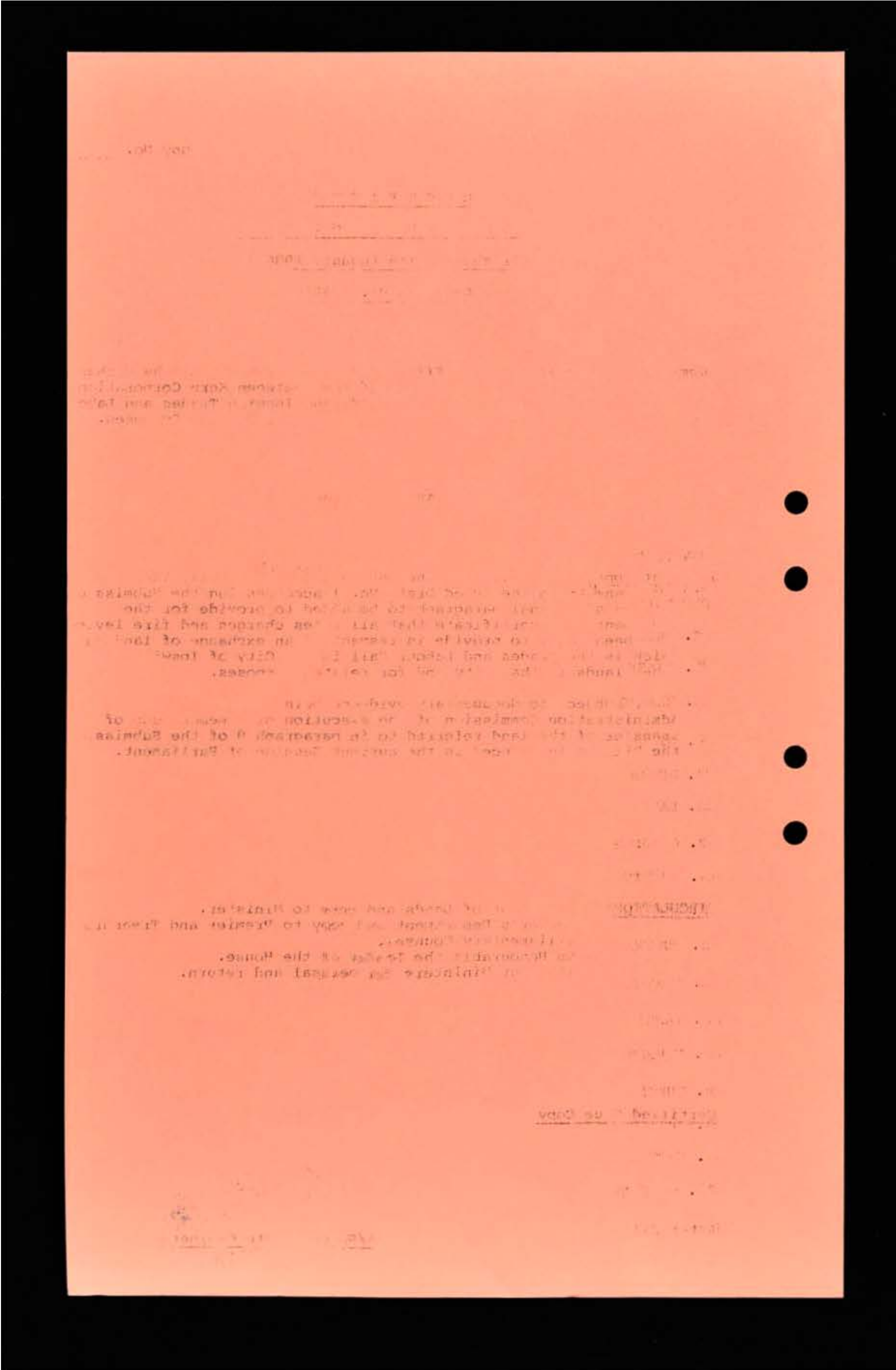
(Submission No. 44646)

30 Copies Received at 3.00 a.m. 7 1 8 11986 *Mr. Glasson*
 p.m.

Copies Made 30

CIRCULATION DETAILS

1	GOVERNOR		21	Decision File
2	SIR JOH BJELKE-PETERSEN	<i>af</i>	22	<i>Lands</i>
3	MR. GUNN		23	<i>Summers</i> ³⁰ Copy of relevant Submission attached
4	MR. HINZE		24	<i>Part Council</i> ²⁹ Copy of relevant Submission attached
5	MR. WHARTON	<i>af</i>	25	<i>MSB</i>
6	MR. GIBBS		26	
7	MR. AHERN		27	
8	MR. LANE		28	
9	MR. GLASSON	<i>af</i>	29	
10	MR. AUSTIN		30	
11	MR. POWELL		31	
12	MR. TURNER		32	
13	MR. LESTER		33	
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17	MR. McKECHNIE		37	
18	MR. KATTER		38	
19	MRS. CHAPMAN		39	
20	Master File		40	



Copy No. 20

RESTRICTED
CABINET MINUTE

Brisbane, 11th August, 1986

Decision No. 49506

Submission No. 44646

TITLE: A Bill to Provide for the Exchange of Land between Kern Corporation Ltd. and Ipswich Trades and Labour Hall and for Related Purposes.

CABINET decided:-

1. That approval be given to the introduction of a Bill, in accordance with the typed Draft No. 1 accompanying the Submission with an additional paragraph to be added to provide for the lodgement of a certificate that all rates charges and fire levies have been paid, to provide in respect of an exchange of land on which is the Trades and Labour Hall in the City of Ipswich for other lands in that City and for related purposes.
2. That, subject to documentary evidence being given to the Land Administration Commission of the execution of a memorandum of transfer of the land referred to in paragraph 9 of the Submission, the Bill be introduced in the current Session of Parliament.

CIRCULATION: Department of Lands and copy to Minister.
Premier's Department and copy to Premier and Treasurer.
Parliamentary Counsel.
The Honourable the Leader of the House.
All other Ministers for perusal and return.

Cover
Certified True Copy
Mb



M. Hamed
A/Secretary to Cabinet.



SECURITY CLASSIFICATION B - RESTRICTED

DEPARTMENT OF LANDS
BRISBANE
FOR CABINET
CONFIDENTIAL

SUBMISSION NO.....
COPY NO.....21

44646

**RE: A Bill to provide for the exchange of land between
Kern Corporation Ltd and Ipswich Trades and Labour Hall
and for related purposes**

1. Cabinet approved in Decision No.49059 of 17 June 1986 that a Bill be prepared to facilitate the exchange of land between Kern Corporation Ltd and the Trustees of the Ipswich Trades Hall and Labour Day Committee.

2. The Bill has now been drafted and a typed copy is attached.

3. The Bill provides for-

- the description of the parcels of land, viz-

Bell Street lands - land presently owned by Kern
Nicholas Street land - land held as perpetual leases in trust by Trustees of
the Ipswich Trades Hall and Labour Day Committee Cl. 4

- Upon-

* the amalgamation of the Bell Street lands (at present freehold
land) and their transfer and surrender to the Crown Cl. 5

* lodgement of a copy of agreement between Kern Corporation
Ltd and the Trustees of the Ipswich Trades Hall and Labour Day
Committee for the design and construction of a building on the
Bell Street lands Cl. 6

* certificate of classification from the Ipswich City Council Cl. 6

* certificate of an architect acceptable to both parties that the
work on the building has been completed to practical
completion Cl. 6

* written consent of any registered mortgagee to the action to
be taken Cl. 6

for the Governor by Proclamation to appoint a day for the purposes of
the Act for action to take place. Cl. 6

Page 2

4. Upon the day being appointed

The leases and the trusts over the Nicholas Street lands terminate and become Crown land. Cl. 7

Kern Corporation becomes entitled to a grant of an estate in fee simple of the Nicholas Street lands. Cl. 7

The Trustees of the Ipswich Trades Hall and Labour Day Committee become entitled to a grant of an estate in fee simple **in trust** of the Bell Street lands. Cl. 7

5. The Bill also provides—

For the discharge of any mortgage registered immediately prior to the time of termination of the titles. Cl. 8

For the discharge of any easements registered over the Nicholas Street lands. Cl. 7

For the repeal of the Acts which created the trusts over the Nicholas Street lands. Cl. 3

For the trusts upon which the new title over the Bell Street lands is to be held by The Trustees of the Ipswich Trades Hall and Labour Day Committee. Cl. 7 & Second Sch.

Provision to allow for the Governor in Council by Order in Council to prescribe for matters to achieve the objects of the Bill and to be able to amend the trusts upon which the Bell Street land is to be held. Cl. 10,12

6. The Trusts set out in the Second Schedule to the Bill provide for the land to be held for the purposes of the Ipswich Trades Hall with power to—

mortgage the land, and

to let or lease parts surplus to the requirements of the Ipswich Trades Hall.

7. In view of the magnitude and scope of the Ipswich City redevelopment being undertaken by the Kern Corporation Ltd and the need for this exchange to proceed to allow for final completion of that redevelopment the solicitors for Kern Corporation Ltd, Messrs Flower and Hart, have expressed a strong desire that the Bill be presented to this session of Parliament so that planning and construction can continue.

8. The draft Bill has been circulated to the Solicitors for both parties and to the Town Clerk of the Ipswich City Council. The Town Clerk has requested that consideration be given to providing an additional paragraph to Clause 6 to allow for a certificate regarding payment of rates, charges and fire

Page 3

levies up to date of that certificate and this request is considered reasonable. The Solicitors representing the parties are agreeable to the concepts contained in the Bill.

9. One unresolved matter is the transfer of a freehold parcel of land adjoining the Nicholas Street land to Kern Corporation Ltd. This land has the benefit of an easement over part of the Nicholas Street land and the Bill provides for that easement to be extinguished on the designated day.

10. **RECOMMENDATION**

[A] That approval be given to the introduction of a Bill, in accordance with the typed Draft No. 1 accompanying this Submission [with an additional paragraph to be added to provide for the lodgement of a certificate that all rates, charges and fire levies have been paid] to provide in respect of an exchange of land on which is the Trades and Labour Hall in the City of Ipswich for other lands in that City and for related purposes.

[B] That subject to documentary evidence being given to the Land Administration Commission of the execution of a memorandum of transfer of the land referred to in paragraph 9 the Bill be introduced in the current session of Parliament.

W.H.Glasson
Minister for Lands, Forestry,
Mapping and Surveying

Brisbane
7 August 1986

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CONFIDENTIAL

Land Administration Commission
Department of Lands

Draft No. 1

1986

A BILL

To provide in respect of an exchange of land on which is the Trades and Labour Hall in the City of Ipswich for other lands in that City and for related purposes

Preamble. Whereas pursuant to The Ipswich Trades and Labour Hall Land Perpetual Lease Acts, 1925 to 1950, the Governor in Council was empowered to grant perpetual leases to the trustees of the Ipswich and West Moreton Labour Day Celebration Committee over certain land in Nicholas Street Ipswich, which land was, by those Acts, required to be held by the trustees for the purposes of a Trades and Labour Hall and for no other purpose:

And Whereas those leases were granted and a Trades and Labour Hall has been erected on the land aforesaid and the land has at all times been held for the purposes of that hall and for no other purpose:

And Whereas the name and style of the trustees aforesaid is now the trustees of Ipswich Trades Hall and Labour Day Committee:

And Whereas the trustees aforesaid desire to exchange the land aforesaid and all improvements thereon freed and discharged from all trusts affecting the same for certain parcels of land in Bell Street Ipswich, of which parcels Kern Corporation Ltd is the owner and for improvements to be constructed on those parcels:

.. 2 ..

And Whereas in consideration of the exchange aforesaid Kern Corporation Ltd is prepared to enter into an agreement that, amongst other things, Kern Corporation Ltd will cause to be designed and constructed on the parcels of land aforesaid in Bell Street Ipswich premises suitable for use in part as the Ipswich Trades Hall:

And Whereas it is desirable to facilitate the objectives of the trustees and Kern Corporation Ltd in respect of the lands and improvements aforesaid.

BE IT THEREFORE ENACTED etc., as follows:-

1. Short title. This Act may be cited as the Ipswich Trades Hall Act 1986.

2. Commencement. (1) Section 1 and this section shall commence on the day on which this Act is assented to for and on behalf of Her Majesty.

(2) Section 3 shall commence on the designated day.

(3) Except as provided by subsections (1) and (2), this Act shall commence on a day appointed by Proclamation.

3. Repeal. Subject to section 2(2), the Acts set forth in the First Schedule are repealed.

4. Interpretation. In this Act, save where the contrary intention appears -

"Bell Street lands" means -

(a) all that piece of land situate in the County of Stanley Parish of Ipswich containing 212 square metres being Lot 1 on registered plan number 132466 and being the whole of the land contained in Certificate of Title Volume 5369 Folio 104;

(b) all that piece of land situate in the County of Stanley Parish of Ipswich containing 324 square metres being Lot 2 on registered plan number 132466 and being the whole of the land contained in Certificate of Title Volume 6491 Folio 109;

and

.. 3 ..

- (c) all that piece of land situate in the County of Stanley Parish of Ipswich City of Ipswich commencing from the north-east corner of Lot 2 on registered plan number 132466 bearing $4^{\circ}47'10''$ for a distance of 13.242 metres along the western alignment of Bell Street and thence bearing $274^{\circ}48'20''$ for a distance of 24.804 metres, and thence bearing $184^{\circ}47'10''$ for a distance of 13.242 metres, and thence bearing $94^{\circ}48'20''$ for a distance of 24.804 metres, along the northern alignment of Lots 1 and 2 on registered plan number 132466 back to the point of commencement and containing an area of 328 square metres more or less being part of allotment 14 of section 3 and being part of the land contained in Certificate of Title Volume 5003 Folio 18;

"Nicholas Street lands" means -

- (a) all that piece of land situate in the County of Stanley Parish of Ipswich containing 19.84 perches being subdivision 2 of allotment 13 of section 4 and being the whole of the land contained in Perpetual Lease number 662;
- (b) all that piece of land situate in the County of Stanley Parish of Ipswich containing 14.46 perches being subdivision 1 of allotment 12 of section 4 and being the whole of the land contained in Perpetual Lease number 1566;

"Registrar of Dealings" means the Registrar of Dealings within the meaning of the Land Act 1962-1986;

"Registrar of Titles" means the Registrar of Titles appointed for the purposes of the Real Property Act 1861-1986.

5. Notification of surrender of Bell Street lands. Upon -

- (a) registration in the office of the Registrar of Titles of a plan of survey amalgamating the lands referred to in subparagraphs (a), (b) and (c) of the definition "Bell Street lands";

and

- (b) registration, in accordance with subsection (2), in the office of the Registrar of Titles of an instrument of transfer and surrender to Her Majesty of the Bell Street lands,

the Registrar of Titles shall forthwith notify the Registrar of Dealings in writing of that transfer and surrender.

.. 4 ..

(2) An instrument of transfer and surrender to Her Majesty of the Bell Street lands shall not be registered in the office of the Registrar of Titles unless there is lodged in that office with the instrument of transfer and surrender the written consent to the registration thereof of -

(a) every mortgagee under a mortgage encumbrance registered or noted on an instrument of title to the Bell Street lands or any part thereof and to which those lands or that part are subject immediately before such registration;

and

(b) every person whose caveat is registered or noted on an instrument of title to the Bell Street lands or any part thereof, being a caveat lawfully lodged with the Registrar and that remains in force.

6. Proclamation of designated day. Upon receipt by the Registrar of Dealings of -

(a) the notification referred to in section 5;

(b) a document purporting to be a copy of an agreement (duly stamped under the Stamp Act 1894-1986) entered into by Kern Corporation Ltd and the trustees (at the time of the agreement's execution) of the Ipswich Trades Hall and Labour Day Committee and certified on behalf of both parties to the agreement to be a true copy of the agreement, being an agreement for the design and construction on the Bell Street lands of premises suitable for use in part as the Ipswich Trades Hall;

(c) a certificate of classification as prescribed by By-law 6.3 of the Standard Building By-laws under the Building Act 1975-1978 from The Council of the City of Ipswich in respect of the building work carried out by Kern Corporation Ltd on the Bell Street lands;

(d) a certificate of an architect acceptable to both parties to the agreement referred to in paragraph (b) that the building work carried out by Kern Corporation Ltd under that agreement has been executed to practical completion;

and

(e) the written consent of every mortgagee under a mortgage encumbrance registered or noted on an instrument of lease of the Nicholas Street lands immediately before the day on which the Proclamation referred to in this section is made, being a consent to the termination pursuant to section 7 of the perpetual leases over the Nicholas Street lands,

the Governor may by Proclamation appoint a day for the purposes of this Act, which day is in this Act referred to as the designated day.

.. 5 ..

7. Consequences upon proclamation of designated day. (1) Upon the designated day -

- (a) the perpetual leases over the Nicholas Street lands shall terminate and those lands shall, subject to this Act, revert to being Crown land freed and discharged from all trusts and encumbrance easements that immediately before the designated day affected those lands;
- (b) the Nicholas street lands shall cease to have the benefit they had immediately before the designated day under any benefit easement;
- (c) Kern Corporation Ltd shall be entitled to a grant by the Governor in Council of an estate in fee simple pursuant to the Land Act 1962-1986 in the Nicholas Street lands in priority to all other persons and the Registrar of Dealings is hereby authorised, for that purpose, to amalgamate the lands referred to in subparagraphs (a) and (b) of the definition "Nicholas Street lands";
- (d) the trustees for the time being of the Ipswich Trades Hall and Labour Day Committee shall be entitled to a grant by the Governor in Council in trust of the Bell Street lands and the improvements thereon pursuant to the Land Act 1962-1986 under the official name of "The Trustees of the Ipswich Trades Hall and Labour Day Committee" upon the trusts and with the powers specified in the Second Schedule;
- (e) the powers specified in the Second Schedule shall be deemed to form part of the purposes of the Ipswich Trades Hall;
and
- (f) the purposes of the Ipswich Trades Hall shall be deemed to be public purposes within the meaning of the Land Act 1962-1986.

(2) The specification in the Second Schedule of a power of the trustees shall not be taken to limit the powers of the trustees pursuant to the Land Act 1962-1986 but in the event of any inconsistency between a power so specified and a provision of that Act the Second Schedule shall prevail and the provision of that Act shall, to the extent of the inconsistency, be of no force or effect.

.. 6 ..

8. Effect on mortgages of attaining purposes of Act. (1) Upon the registration of the transfer and surrender to Her Majesty of the Bell Street lands, being the registration referred to in section 5, those lands shall be thereby freed and discharged from -

(a) any charge created by a mortgage encumbrance that affected those lands;

and

(b) any equitable charge claimed to affect those lands,

immediately before the registration.

(2) Upon the termination of the perpetual leases over the Nicholas Street lands, being the termination referred to in section 7, those lands shall be thereby freed and discharged from -

(a) any charge created by a mortgage encumbrance that affected those lands;

and

(b) any equitable charge claimed to affect those lands,

immediately before the termination.

(3) The provisions of subsection (1) or (2) shall not affect the continued operation of personal covenants or undertakings entered into by the registered proprietor or lessee of the lands therein referred to before the registration or, as the case may be, the termination therein referred to.

9. Registrars to give effect to this Act. (1) The Registrar of Dealings is authorized and required to make (without further or other authority than this subsection) in the registers kept by him such entries and endorsements as are necessary or desirable to give effect to the provisions of -

paragraphs (a) and (b) of section 7;

and

section 8(2).

(2) The Registrar of Titles is authorized and required to make (without further or other authority than this subsection) in the register kept by him such entries and endorsements as are necessary or desirable to give effect to the provisions of section 8(1), notwithstanding any caveat that applies in respect of any of the lands in question.

(3) Entries and endorsements to be made under subsection (1) or (2) shall be made without payment of any fees.

.. 7 ..

10. Further provision by Order in Council. (1) The Governor in Council may, from time to time, by Order in Council prescribe with respect to all matters that in his opinion are necessary or desirable for effectually achieving the objects and purposes of this Act.

(2) Section 28A of the Acts Interpretation Act 1954-1977 shall apply in respect of every Order in Council made under subsection (1) as if the order were a regulation.

11. Instruments exempt from stamp duty. Any instrument or document of any kind that is necessary to give effect to a provision of this Act or of an Order in Council made under section 10 shall be exempt from duty prescribed by the Stamp Act 1894-1986.

12. Governor in Council may amend trusts. The Governor in Council may, at the request of the Ipswich Trades Hall and Labour Day Committee, amend the trusts specified in the schedule of Trusts contained in the Second Schedule and thereupon the trusts as amended shall be deemed to be the trusts contained in the Second Schedule for the time being.

13. Protection of persons administering Act. Neither the Registrar of Dealings, the Registrar of Titles nor any other person shall incur any liability on account of anything done bona fide and without negligence for the purposes of this Act for loss or damage alleged to have arisen by reason thereof.

.. 8 ..

FIRST SCHEDULE

[s. 3]

Year and Number of Act	Short Title	Extent of repeal
16 Geo.5 No.11	The Ipswich Trades and Labour Hall Land Perpetual Lease Act of 1925	The whole
15 Geo.6 No.6	The Ipswich Trades and Labour Hall Land Perpetual Lease Act Amendment Act of 1950	The whole

SECOND SCHEDULE

[s. 7]

TRUSTS AFFECTING BELL STREET LANDS AND POWERS OF TRUSTEES

To Hold the Bell Street lands and the improvements for the time being thereon Upon Trust for the purposes of the Ipswich Trades Hall with power to the trustees, free of any restriction prescribed by the Land Act 1962-1986 -

- (a) to mortgage the whole or part of the lands and the improvements thereon to secure repayment of any advance or advances made for the purpose of effecting further improvements on the lands or of maintaining the improvements on the lands and to secure payment of interest on such advance or advances;
- (b) to let or lease, with the consent of the mortgagee (if any), the whole or part of the lands and the improvements thereon that is surplus to the requirements of the Ipswich Trades Hall.

27.

Bell Street Lands to the Trustees, any general or special condition or any part or parts thereof to which effect is not given thereby and which is capable of taking effect following such grants shall remain in full force and effect.

13. Car Parking Licence

- (a) The Trustees and their nominees from time to time shall have, for the period of ninety-nine (99) years from the Designated Day, the licence and privilege ("the Licence") to park five (5) motor cars (provided that any such motor car shall not exceed 2 tonnes in tare weight or 6.1 metres in length or 2.5 metres in width) in the area for the parking of motor cars indicated on the plan annexed hereto marked "D" ("the Car Park") in the positions designated by Kern from time to time, throughout every Business Day during the term hereof.
- (b) This Licence shall terminate at the option of Kern upon default by the Trustees under this Clause 13.
- (c) The Trustees hereby covenant and agree with Kern as follows:-
 - (i) Not to grease oil or repair any motor cars in the Car Park or any part thereof;
 - (ii) To keep Kern indemnified against all claims for accident or injury occurring in the Car Park or any

28.

part thereof by reason of the Trustees' own negligence or the negligence of any nominees of the Trustees; and

- (iii) To follow instructions given by any person appointed by Kern to control the Car Park and to adhere to and follow any directions and regulations displayed in the Car Park (including any mechanical lighting systems) from time to time relating to the use and parking of motor cars.
- (d) This Licence shall not be capable of assignment and shall not be assigned and shall not confer on the Trustees any estate or interest in the Car Park or any part thereof and the legal possession and control thereof shall at all times remain vested in Kern.
- (e) Kern will not be responsible for the safe custody of any motor car parked in the Car Park or for any article in any such motor car.
- (f) Kern and its servants and agents shall not be liable or responsible for and each is hereby released from and indemnified against any responsibility for any loss damage or injury which may be sustained by the Trustees or their nominees in or arising out of the exercise of the Licence or of the powers and authorities hereby conferred on Kern and Kern its servants and agents shall not in any way whatsoever be liable or responsible for and are hereby to the fullest extent permitted by law released from and

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ITEM: 5
SUBJECT: BUDGET AMENDMENT 2025-2026
AUTHOR: FINANCIAL ACCOUNTING MANAGER
DATE: 23 MARCH 2026

EXECUTIVE SUMMARY

This is a report concerning proposed amendment of the 2025-2026 budget, submitted in accordance with Section 170(3) of the *Local Government Regulation 2012*.

RECOMMENDATION/S

That the proposed amended 2025-2026 Budget, including the Long-Term Financial Forecast, the 2025-2026 Revenue Policy, the 2025-2026 Revenue Statement, and the amended Debt Policy, as detailed in Attachments 1, 2, 3 and 4 be adopted.

RELATED PARTIES

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

IFUTURE THEME

A Trusted and Leading Organisation

PURPOSE OF REPORT/BACKGROUND

Based on year to date (YTD) financial results, a budget review was undertaken to identify significant items for consideration and possible inclusion in the proposed budget amendment. A full reforecast of the budgeted revenue and expenditure for the remainder of the financial year, has not been undertaken at this time. In accordance with Section 170(3) of the *Local Government Regulation 2012*, Council can resolve to amend its budget at any time during the financial year.

Council's revised 2025-2026 Net Result (Surplus), which includes capital revenue and expenses (donated assets and capital grants) is \$151.6 million, a decrease of \$13.2 million when compared to the current adopted budget of \$164.8 million.

The revised underlying operating deficit position (excluding the infrastructure levy), which excludes capital revenue and capital expenses is \$13.2 million, a decrease of \$15.9m from the adopted budget surplus of \$2.7 million. Please note that the attached reports include the infrastructure levy in the adopted operating deficit.

The decrease in the underlying operating position is primarily due to the accounting adjustment of software as a service. Software as a service was budgeted for in the capital budget, but the accounting standards require this to be recognised as an operational expense. This has no impact on council's cash position.

Operational Revenue

The forecast total increase in operational revenue is approximately \$8.3 million. This includes increases in the following areas:

- Additional interest revenue of \$4.4 million which relates to the higher than forecast interest rates combined with higher budgeted cash balances.
- Additional grant revenue of \$1.3 million, which includes additional disaster recovery grant revenue and uPPP grant funding.
- Additional Urban Utilities tax equivalent revenue of \$1.3 million.

Operational Expenses

Operational expenditure is forecast to increase by \$24.2 million. This is primarily due to the expensing of \$13.4m software as a service (SaaS) which was budgeted for in the capital works program, but the accounting standards require this to be treated as an operational expense. The breakdown of the SaaS expensing is included within the following proposed adjustments:

Employee expenses increase of \$7.4 million

- SaaS capital labour costs to be expensed \$1.7 million
- Leave provisions increased to reflect a higher hourly rate of pay with the move to a 36.25 working week \$1.8 million
- Budget variations \$3.9 million

Labour Contracts increase of \$6.1m, fully driven by the SaaS program costs to be expensed

Materials and Services increase of \$6.0 million

- SaaS capital program costs to be expensed \$5.6 million
- Ti-Tree, VISY gate fees and green waste rates \$1.1 million
- Orion Lagoon Contract budget variation and capital expensing \$0.6 million
- Partially offset by development delays to Metro A, Tenure Management and some operational savings.

The increase in depreciation expense \$5.2m, is primarily driven from the asset valuation increases and as well as increased donated assets.

Capital Expenditure

Total capital expenditure for council for the 2025-2026 financial year will decrease by \$5.9 million, bringing the total capital budget to \$159.0 million. Capital grant revenue has increased by \$8.1 million to reflect cash received prior to 30 June 2025 as well as grant revenue that has been approved in the current financial year.

The capital budget reduction is largely the result of the adjustment to move the SaaS and ICT Portfolio capital programs such as iVolve to operating costs (\$11.3 million).

This is offset by an increase of \$5.4 million across that program that can be attributed to the carryover expenditure of \$3.6 million from 2024-2025 and an additional \$2.5 million brought forward from future years for the Springfield Parkway Stage 2 project. A number of other capital project increases and decreases have been made to the capital budgets for 2025-2026 and 2026-2027.

The prioritisation of capital projects will be continued to be reviewed throughout the remainder of the financial year to ensure the prudent spending. To ensure council maintains a sufficient level of cash, it may be necessary for council to defer certain projects.

New borrowings for 2025-2026 are not proposed to be increased and are maintained at \$93.4 million (\$50 million new borrowings and \$43.4 million of re-financed interest only borrowings) in line with budget as adopted. The Debt Policy (**Attachment 4**) has been updated to reflect changes in interest rates, the ongoing increases in the cost of capital delivery as well as considering Council's overall forecast cash balances. These forward debt estimates will be revisited during the development of the 2026-2027 Budget and Long Term Financial Forecast.

Long Term Financial Forecast

Based on the proposed amendments to 2025-2026, the forward estimates (2026-2027 through 2034-2035) of the Long Term Financial Forecast have been updated to reflect the effects of these proposed budget changes. Additionally, various supporting assumptions have been updated to be more reflective of current market conditions. The proposed forward estimates are broadly in line with the financial outcomes as adopted in the 2025-2026 Budget and Long Term Financial Forecast, adjusted to reflect the actual results for 2024-2025 including the receipt of grant funds for major projects. These forward estimates and assumptions will be reviewed again during the development of the 2026-2027 Budget and Long Term Financial Forecast.

LEGAL IMPLICATIONS

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

POLICY IMPLICATIONS

This budget amendment is consistent with the Financial Management Policy.

RISK MANAGEMENT IMPLICATIONS

Processing this budget amendment for known variances will allow for more accurate monitoring and reporting during the remainder of the financial year. It also allows for better management of the financial risks to the organisation and cash flow impacts related to the preparation of the 2026-2027 Budget and Long-Term Financial Forecast.

The budget and capital program estimates continue to face pressure from construction cost increases and resourcing constraints. Any impacts of these as they become more specific and quantified, will be further included in the monthly finance reports and discussed in the 2026-2027 budget development.

FINANCIAL/RESOURCE IMPLICATIONS

The financial implications of the requested budget amendment are included in the report and the detailed attachments.

COMMUNITY AND OTHER CONSULTATION

No community consultation has occurred in relation to this report.

CONCLUSION

A budget review was undertaken to amend the 2025-2026 budget for significant items affecting the year-to-date results.





As required by section 169 of the *Local Government Regulation 2012*, the proposed amended budget documents including the Budget (**Attachment 1**), the Long-Term Financial Forecast (**Attachment 1**), relevant significant business activity statement (**Attachment 1**), relevant ratios (**Attachment 1**), the Revenue Policy (**Attachment 2**), the Revenue Statement (**Attachment 3**) and the amended Debt Policy (**Attachment 4**) are attached. There are no changes to the Revenue Policy and Revenue Statement compared to the documents adopted in Council's 2025-2026 Budget and Long-Term Financial Forecast. The Debt Policy has been updated to reflect changes in the forecast interest rates as well as revisions to the estimated forward borrowings.

HUMAN RIGHTS IMPLICATIONS

HUMAN RIGHTS IMPACTS	
OTHER DECISION	
(a) What is the Act/Decision being made?	That the proposed amended 2025-2026 Budget, including the Long-Term Financial Forecast, the 2025-2026 Revenue Policy, the 2025-2026 Revenue Statement, and the amended Debt Policy, as detailed in Attachments 1, 2, 3 and 4 be adopted.
(b) What human rights are affected?	Council is required to adopt a Budget in accordance with section 169 of the Local Government Regulation 2012. Section 170(3) also enables the local government to amend the budget for a financial year at any time before the end of the financial

	year.
(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?	Adopting an amended budget is not a decision that relates to a specific individual and does not potentially affect any human rights.
(e) Conclusion	The decision is consistent with human rights.

ATTACHMENTS

1	Amended 2025-2026 Budget and Long Term Financial Forecast ↓ 
2	2025-2026 Revenue Policy ↓ 
3	2025-2026 Revenue Statement ↓ 
4	Amended 2025-2026 Debt Policy ↓ 

Debra Hampson
FINANCIAL ACCOUNTING MANAGER

I concur with the recommendations contained in this report.

Christina Binoya
CHIEF FINANCIAL OFFICER

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”

