



City of
Ipswich

**IPSWICH
CITY
COUNCIL**

AGENDA

of the

COUNCIL ORDINARY MEETING

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

On Tuesday, 30 June 2020
At 12.30 pm

BUSINESS

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4. APOLOGIES AND LEAVE OF ABSENCE:
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8. PRESENTATIONS AND DEPUTATIONS:
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UNCONFIRMED MINUTES OF COUNCIL ORDINARY MEETING

26 MAY 2020

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

The meeting commenced at 9.01 am

**ATTENDANCE AT
COMMENCEMENT**

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

**WELCOME TO
COUNTRY**

Aunty Lilly accompanied by Aunty Maria presented the Welcome to Country in recognition of National Sorry Day – 26 May 2020 and the commencement of National Reconciliation Week 2020 – 27 May to 3 June 2020 – *In this together*.

Aunty Lilly and Aunty Maria presented the Mayor with a token of thanks.

Mayor Teresa Harding thanked Aunty Lilly and Aunty Maria for presenting the Welcome to Country, for their tireless work in the community, for sharing and helping everyone acknowledge the history and journey that all Australians take and acknowledged the suffering that has occurred in the past which all cultures should respect.

OPENING PRAYER

Councillor Sheila Ireland

**APOLOGIES AND
LEAVE OF ABSENCE**

Nil

CONDOLENCES

Nil

TRIBUTES

Nil

G. PRESENTATION OF PETITIONS

**G1.
PETITION – SKATE
PARK SUTTON PARK,
BRASSALL**

Petition received by Jim Madden MP Member for Ipswich West on behalf of residents of Brassall containing 61 signatures, requesting council demolish and reconstruct the Skate Park at Sutton Park, Brassall, to meet all relevant safety requirements, after full consultation with the residents of Brassall.

Moved by Councillor Kate Kunzelmann:

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

Seconded Councillor Russell Milligan

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

The motion was put and carried.

Nil

**H.
PRESENTATIONS AND
DEPUTATIONS**

**I.
PUBLIC
PARTICIPATION**

Mayor Teresa Harding noted 6 public participation submissions received from residents on the following matters:

Item J – Feedback on Confirmation of Minutes

Submission comment: That before confirming the minutes, councillors should note that for best practice governance, minutes should state specific reasons why the meeting was closed and a summary of what was discussed while the matter was closed.

Response: Mayor Teresa Harding confirmed that at the General Purposes Committee the meeting was closed twice and that residents would like to have an explanation provided in the minutes as to why a matter is commercial in confidence.

Item N – Report of the General Purposes Committee

Submission comment: In future the CBD development should not be discussed at the General Purposes Committee. It is of major community interest.

The General Purposes Committee should not be used for every matter before Council. Doing so undermines the new Council initiative to accept community submissions unless submissions

are also accepted for the committee. Otherwise, the community can only make submissions after the decisions have effectively been made. Residents of Ipswich are going to get very sceptical of the General Purposes Committee.

Response: Mayor Teresa Harding stated that this matter would be taken on notice.

**Item 5 on the report of the General Purposes Committee –
Amendment of Council’s Meeting Procedure Policy**

Submission comment: This matter is a waste of Council time and Councillors should focus on strategic issues of importance to the community.

Response: Mayor Teresa Harding outlined that it is a policy decision of council that any change to policy must come to council so that it can be dealt with in an open and accountable manner.

Item P2 – Notice of Motion in relation to recognition of David Pahlke

Submission comment: The submission referenced that they were against this matter.

Response: Mayor Teresa Harding noted this comment.

**Officer’s Report – Establishment of Ipswich Central
Redevelopment Standing Committee**

Submission comment: The resident raised concern about the Ipswich Central Redevelopment Standing Committee and that it does not go back to the old days of Ipswich City Properties in that it is not a board but is a true governance committee and ensuring that paperwork and documentation is open to the public.

Response: Mayor Teresa Harding noted this comment.

**Officer’s Report – Establishment of Ipswich Central
Redevelopment Standing Committee**

Submission comment: If this committee is to be made up of the current Councillors, then for the Ipswich community to feel confident in the process for the redevelopment of the CBD, going forward, Councillors that were part of the past Council should not be able to represent the community on this committee. This way the community would feel confident that there is a new focus and transparency from the Council.

Response: Mayor Teresa Harding noted this comment.

J. CONFIRMATION OF MINUTES

J1.

**CONFIRMATION OF
MINUTES OF
ORDINARY MEETING**

Moved by Councillor Jacob Madsen:

That the Minutes of the Ordinary Meeting held on 24 March 2020 be confirmed.

Seconded by Deputy Mayor Marnie Doyle

Mayor Teresa Harding sought comment from the Chief Executive Officer and the former Interim Administrator as to the accuracy of the minutes.

The Chief Executive Officer and former Interim Administrator (Steve Greenwood) confirmed the minutes as true and correct.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

ABSTAINED

Councillors:

The motion was put and carried.

J2.

**CONFIRMATION OF
MINUTES OF POST-
ELECTION MEETING**

Moved by Councillor Russell Milligan:

That the Minutes of the Post-Election Meeting held on 27 April 2020 be confirmed.

Seconded by Deputy Mayor Marnie Doyle

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

NEGATIVE

Councillors:

ABSTAINED

Councillors:

Kunzelmann
Milligan

The motion was put and carried.

K. MAYORAL MINUTE

K1.

Moved by Mayor Teresa Harding:

**FULL REPORT ON THE
HEALTH AND
MANAGEMENT OF
THE BREMER RIVER
AND IPSWICH
WATERWAYS**

That a full report on Council's roles and responsibilities in the management of the Bremer River and Ipswich waterways be presented to Council for consideration of future actions and investment priorities.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

The motion was put and carried.

L. DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA

**CONFLICT OF
INTEREST**

**COUNCILLOR JACOB
MADSEN**

In accordance with section 175E of the *Local Government Act 2009*, Councillor Jacob Madsen informed the meeting that he has, or could reasonably be taken to have, a conflict of interest in Item N1. for item 11, 12, 13 and 14 of the Report of the General Purposes Committee and in the Officer's Report Item 8.3 titled Establishment of Ipswich Central Redevelopment Standing Committee.

The nature of the interest is that he is Assistant Secretary of the Ipswich Trades Hall and Labour Day Committee which manages the Ipswich Trades Hall which is adjacent to the CBD redevelopment program that council is undergoing.

Councillor Jacob Madsen came to the conclusion that because

of the nature of the conflict, he will exclude himself from the meeting while these matters are debated and the vote taken.

**MATERIAL PERSONAL
INTEREST**

**COUNCILLOR
ANDREW FECHNER**

In accordance with section 175C of the *Local Government Act 2009*, Councillor Andrew Fechner informed the meeting that he has a Material Personal Interest in Item N1. for items 11, 12, 13 and 14 of the Report of the General Purposes Committee and in the Officer's Report Item 8.3 titled Establishment of Ipswich Central Redevelopment Standing Committee.

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

Councillor Andrew Fechner advised he will exclude himself from the meeting while these matters are debated and the vote taken.

M. BUSINESS OUTSTANDING

M.

**LIFTING MATTERS
FROM THE TABLE**

Moved by Deputy Mayor Marnie Doyle:

That the following matters be lifted from the table and dealt with accordingly:

- **M1 – Cherish the Environment Foundation Limited – 2018-2019 Financial Statements and Final Management Report**
- **M2 – Cherish the Environment Foundation – Council Representatives.**

Seconded by Councillor Jacob Madsen

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

ABSTAINED

Councillors:

The motion was put and carried.

M1.

Moved by Councillor Kate Kunzelmann:

**CHERISH THE
ENVIRONMENT
FOUNDATION
LIMITED - 2018-2019
FINANCIAL
STATEMENTS AND
FINAL MANAGEMENT
REPORT**

- A. That the 2018-2019 Financial Statements for Cherish the Environment Foundation Limited, as detailed in Attachment 1 of the report by the Principal Financial Accountant dated 21 April 2020, be received and noted.**
- B. That the 2018-2019 Final Management Report for Cherish the Environment Foundation Limited, as detailed in Attachment 2 of the report by the Principal Financial Accountant dated 21 April 2020, be received and noted.**

Seconded by Councillor Sheila Ireland

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

The motion was put and carried.

M2.

Moved by Councillor Andrew Fechner:

**CHERISH THE
ENVIRONMENT
FOUNDATION -
COUNCIL
REPRESENTATIVES**

- A. That Council nominate Councillor Andrew Fechner and a suitably qualified member of staff as determined by the Chief Executive Officer to be its representatives for the Cherish the Environment Limited Board.**
- B. That Cherish the Environment Foundation Limited be advised of Council's nominations as its representatives for the Cherish the Environment Limited Board.**

Seconded by Deputy Mayor Marnie Doyle.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

The motion was put and carried.

N. RECEPTION AND CONSIDERATION OF COMMITTEE REPORTS

N1.

Moved by Mayor Teresa Harding:

**REPORT OF THE
GENERAL PURPOSES
COMMITTEE – ITEMS
1 TO 9**

That the General Purposes Committee Report No. 2020(01) of 19 May 2020 be received and adopted with the exception of Items 10, 11, 12, 13 and 14.

Seconded by Deputy Mayor Marnie Doyle.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

The motion was put and carried.

N1.

Moved by Councillor Russell Milligan:

**GENERAL PURPOSES
COMMITTEE – ITEM
10**

That Item 10 (Funding Arrangements for Brisbane Lions Stadium, Springfield) of the General Purposes Committee Report No. 2020(01) of 19 May 2020 be received and adopted.

Seconded by Councillor Nicole Jonic

Mayor Teresa Harding called for a division on the vote.

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

The motion was put and carried.

At 9.55 am Councillors Jacob Madsen and Andrew Fechner left the meeting room due to their declared interest in Items 11, 12, 13 and 14 of the report of the General Purposes Committee.

N1.
**GENERAL PURPOSES
COMMITTEE – ITEM
11**

Moved by Councillor Nicole Jonic:

That Item 11 (Ipswich Central Program Report No 23 to 3 April 2020 and No 24 to 8 May 2020) of the General Purposes Committee Report No. 2020(01) of 19 May 2020 be received and adopted.

Seconded by Deputy Mayor Marnie Doyle.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE	NEGATIVE	ABSTAINED
Councillors:	Councillors:	Councillors:
Harding		
Ireland		
Jonic		
Tully		
Doyle		
Kunzelmann		
Milligan		

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

The motion was put and carried.

N1.
**GENERAL PURPOSES
COMMITTEE – ITEM
12**

Moved by Councillor Nicole Jonic:

That Item 12 Tender Consideration Plan – Appointment of Retail Leasing Agent, Nicholas Street – Ipswich Central Project of the General Purposes Committee Report No. 2020(01) of 19 May 2020 be received and adopted.

Seconded by Councillor Russell Milligan.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

Councillors:

Harding

Ireland

Jonic

Tully

Doyle

Kunzelmann

Milligan

NEGATIVE

Councillors:

ABSTAINED

Councillors:

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

The motion was put and carried.

N1.
**GENERAL PURPOSES
COMMITTEE – ITEM
13**

Moved by Councillor Russell Milligan:

That Item 13 – Development Application Recommendation – 143, 143A, 163 Brisbane Street, 23, 24 Ipswich City Mall and 2 (Lot 1) Bell Street, Ipswich – 10301/20190/CA – Material Change of Use for a Business Use, Entertainment Use, Recreation Use and Shopping Centre of the General Purposes Committee Report No. 2020(01) of 19 May 2020 be received and adopted.

Seconded by Councillor Sheila Ireland

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

Councillors:

Harding

Ireland

Jonic

Tully

Doyle

Kunzelmann

Milligan

NEGATIVE

Councillors:

ABSTAINED

Councillors:

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

The motion was put and carried.

N1.
**GENERAL PURPOSES
COMMITTEE – ITEM
14**

Moved by Deputy Mayor Marnie Doyle:

**Item 14 – Governance Arrangements for Ipswich Central
Redevelopment of the General Purposes Committee Report
No. 2020(01) of 19 May 2020 be received and adopted.**

Seconded by Councillor Russell Milligan

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Ireland

Jonic

Tully

Doyle

Kunzelmann

Milligan

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

The motion was put and carried.

At 10.04 am Councillors Jacob Madsen and Andrew Fechner returned to the meeting room.

O. OFFICERS' REPORTS

O1.
**QUARTERLY
PERFORMANCE
REPORT - Q3 19/20FY**

Moved by Deputy Mayor Marnie Doyle:

That the report be received and the contents noted.

Seconded by Councillor Kate Kunzelmann.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Madsen

Ireland

Jonic

Tully
Doyle
Fechner
Kunzelmann
Milligan

**SUPPLEMENTARY
MOTION**

Moved by Councillor Ireland

That a report outlining the current strategy and policies for libraries including future deployment of library pods, be presented to a future meeting as well as the usage and costing of the Karalee library pod.

**VARIATION TO
MOTION**

Seconded by Deputy Mayor Marnie Doyle

Councillor Russell Milligan proposed a variation to the motion:

That the report be presented to the next Council Ordinary meeting.

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

That a report outlining the current strategy and policies for libraries including future deployment of library pods, be presented to the next Council Ordinary meeting as well as the usage and costing of the Karalee library pod.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding
Madsen
Ireland
Jonic
Tully
Doyle
Fechner
Kunzelmann
Milligan

The motion was put and carried.

O2.

Moved by Deputy Mayor Marnie Doyle:

**REPORT - AUDIT AND
RISK MANAGEMENT
COMMITTEE NO.
2020(02) OF 20 MAY
2020**

- A. That the General Manager (Corporate Services) provide an update to the August Audit and Risk Management Committee in relation to the resolution of Cherish the Environment Foundation issues including the proposed governance arrangements and responses to the issues raised by the Queensland Audit Office and Internal Audit.**
- B. That the draft Internal Audit Annual Plan for 2020-2021 that includes the draft Strategic Three Year Internal Audit Plan for 2020-2023 (Attachment 2) as prepared by the Chief Audit Executive be considered and endorsed by the Audit and Risk Management Committee.**
- C. That through the Audit and Risk Management Committee Chair, the final valuation report for 2019-2020 (to be finalised by mid-June 2020) be circulated to Committee Members for discussion and endorsement and if required a special Audit and Risk Management Committee meeting be convened to approve and endorse the report prior to 30 June 2020.**
- D. That a presentation relating to processes and controls for maintaining privacy on council related matters and information be presented to the August meeting of the Audit and Risk Management Committee.**
- E. That a presentation relating to council's IT general Control Framework including IT governance, accountabilities, delegations access and process controls and cyber security from a council perspective, be presented to the August meeting of the Audit and Risk Management Committee.**

Seconded by Councillor Nicole Jonic.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE
Councillors:
Harding
Madsen
Ireland
Jonic

NEGATIVE
Councillors:

ABSTAINED
Councillors:

Tully
Doyle
Fechner
Kunzelmann
Milligan

The motion was put and carried.

At 10.20 am Councillors Jacob Madsen and Andrew Fechner left the meeting room due to their declared interest in Item 3 titled Establishment of Ipswich Central Redevelopment Standing Committee.

O3.

**ESTABLISHMENT OF
IPSWICH CENTRAL
REDEVELOPMENT
STANDING
COMMITTEE**

Moved by Councillor Russell Milligan:

- A. That Council establish the Ipswich Central Redevelopment Committee.
- B. That Council determine the membership of the Ipswich Central Redevelopment Committee, including the appointment of the Chair of the Committee.
- C. That the Ipswich Central Redevelopment Committee be held 10 minutes after the conclusion of the General Purposes Committee on 23 June 2020 and 21 July 2020 with further meetings to be confirmed by Council.
- D. That the terms of reference for the Ipswich Central Redevelopment Committee as shown in Attachment 1 be adopted.

Seconded by Councillor Nicole Jonic.

**VARIATION TO
MOTION**

Deputy Mayor Marnie Doyle proposed a variation to Recommendation B:

That Deputy Mayor Marnie Doyle be appointed as Chairperson of the Ipswich Central Redevelopment Committee and that membership comprise of Mayor Teresa Harding, Councillors Kate Kunzelmann, Nicole Jonic and Russell Milligan.

The mover and seconder agreed to the proposed variation of Recommendation B.

- A. That Council establish the Ipswich Central Redevelopment Committee.**

- B. That Deputy Mayor Marnie Doyle be appointed as Chairperson of the Ipswich Central Redevelopment Committee and that membership comprise of Mayor Teresa Harding, Councillors Kate Kunzelmann, Nicole Jonic and Russell Milligan.**
- C. That the Ipswich Central Redevelopment Committee be held 10 minutes after the conclusion of the General Purposes Committee on 23 June 2020 and 21 July 2020 with further meetings to be confirmed by Council.**
- D. That the terms of reference for the Ipswich Central Redevelopment Committee as shown in Attachment 1 be adopted.**

Mayor Teresa Harding called for a division on the vote

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Ireland

Jonic

Tully

Doyle

Kunzelmann

Milligan

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

The motion was put and carried.

At 10.28 am Councillors Jacob Madsen and Andrew Fechner returned to the meeting room.

P. NOTICES OF MOTION

P1.

NOTICE OF MOTION - USE OF CAPTIONING ON LIVE STREAM MEETINGS

Moved by Councillor Sheila Ireland:

That Ipswich City Council ensures that Council meetings are accessible and inclusive for all people with a disability through the use of captioning on publically available live stream meetings.

Seconded by Councillor Kate Kunzelmann

**VARIATION TO
MOTION**

Mayor Teresa Harding proposed a variation to the motion:

That a report be presented back to council to explore the accessibility, costs, schedule, timeframes and capability to allow for an informed decision.

The mover and seconder agreed to the proposed variation.

Mayor Teresa Harding called for a division on the vote

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

The motion was put and carried.

P2.

**NOTICE OF MOTION -
RECOGNITION OF
DAVID PAHLKE**

Moved by Councillor Sheila Ireland:

That Ipswich City Council recognise the contribution of David Pahlke to Rosewood and surrounds and his longstanding efforts to establish a local library with the installation of a plaque next to the official Rosewood Library opening plaque.

Seconded by Councillor Paul Tully.

Mayor Teresa Harding called for a division on the vote

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

The motion was put and lost.

MOTION

Moved by Mayor Teresa Harding:

That a report on all community assets named after dismissed councillors be submitted to the next council ordinary meeting.

Seconded by Councillor Kate Kunzelmann

**VARIATION TO
MOTION**

Deputy Mayor Marnie Doyle proposed a variation to the motion:

That a report listing all community assets and infrastructure named after dismissed councillors be submitted to the next council ordinary meeting.

The mover and seconder agreed to the proposed variation.

Mayor Teresa Harding called for a division on the vote.

AFFIRMATIVE

NEGATIVE

ABSTAINED

Councillors:

Councillors:

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

The motion was put and carried.

Q. QUESTIONS ON NOTICE

Nil

MEETING CLOSED

The meeting closed at 10.47 am.

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

UNCONFIRMED MINUTES OF COUNCIL SPECIAL MEETING

17 JUNE 2020

Held in the Council Chambers, Administration Building
45 Roderick Street, Ipswich
The meeting commenced at 2.00 pm

ATTENDANCE AT COMMENCEMENT	Mayor Teresa Harding (Chairperson); Councillors Jacob Madsen, Sheila Ireland, Nicole Jonic, Paul Tully, Deputy Mayor Marnie Doyle, Andrew Fechner, Kate Kunzelmann and Russell Milligan
WELCOME TO COUNTRY OR ACKNOWLEDGEMENT OF COUNTRY	Councillor Kate Kunzelmann
OPENING PRAYER	Deputy Mayor Marnie Doyle
APOLOGIES AND LEAVE OF ABSENCE	Nil
DECLARATIONS OF INTEREST	<p>In accordance with section 175E of the <i>Local Government Act 2009</i>, Councillor Nicole Jonic informed the meeting that she has, or could reasonably be taken to have, a conflict of interest in Item 11 titled Remondis Deed of Settlement.</p> <p>The nature of the interest is that she has two brothers that are employed by Remondis.</p> <p>Councillor Nicole Jonic came to the conclusion that because of the nature of the conflict, she will exclude herself from the meeting while this matter is debated and the vote taken.</p>

OFFICERS' REPORTS:

**F.1
COUNCIL
PROCUREMENT
REFORM 2019-2020**

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

That Council note the objectives and outcomes intended by Business Transformation Project (BTP) #3 Procurement and the work that has been completed and is still underway to transform Council's vital procurement model and function.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

F.2

**BUY IPSWICH
APPROACH**

Moved by Councillor Andrew Fechner:

Seconded by Councillor Nicole Jonic:

That the policy titled 'Procurement Policy' be amended as outlined in Attachment 1, by incorporating significant strengthening of support for local business and industry including a new Buy Ipswich Approach.

**VARIATION TO
MOTION**

Mayor Teresa Harding proposed a variation to the motion:

That the current recommendation be titled A and a further recommendation B be included as follows:

- B. That Council publish data to the Transparency and Integrity Hub on the total value procured and the proportion of local spend for each quarter.

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

Moved by Councillor Andrew Fechner:

Seconded by Councillor Nicole Jonic:

- A. That the policy titled 'Procurement Policy' be amended as outlined in Attachment 1, by incorporating significant strengthening of support for local business and industry including a new Buy Ipswich Approach.**
- B. That Council publish data to the Transparency and Integrity Hub on the total value procured and the proportion of local spend for each quarter.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

F.3

TENDER

CONSIDERATION

PLAN - POLARIS DATA

CENTRE

CONSOLIDATION

Moved by Councillor Nicole Jonic:

Seconded by Deputy Mayor Marnie Doyle:

- A. That Council resolve to prepare a Tender Consideration Plan for the leased rack space from NTT Data in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.
- B. That Council resolve to adopt the Tender Consideration Plan for the leased rack space from NTT Data as outlined in the report by the Manager, Procurement dated 3 June 2020 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.
- C. That Council resolve to enter into a contract with NTT Data Services Australia Pty Ltd for Leased Rack space on the terms described in the report by the Manager, Procurement dated 3 June 2020.
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with NTT Data Services Australia Pty Ltd to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

**VARIATION TO
MOTION**

Councillor Paul Tully proposed a variation to the motion:

That recommendation A be deleted and the remaining recommendations B, C and D be retitled A, B and C and that the wording in recommendation A be incorporated into the newly titled recommendation A.

- A. That Council resolve to prepare and adopt a Tender Consideration Plan for the leased rack space from NTT Data in accordance with section 230(1)(a) and (b) of the *Local Government Regulation 2012* as outlined in the report by the Manager, Procurement dated 3 June 2020.

The mover and seconder agreed to the proposed variation.

Moved by Councillor Nicole Jonic:

Seconded by Deputy Mayor Marnie Doyle:

- A. That Council resolve to prepare and adopt a Tender Consideration Plan for the leased rack space from NTT Data as outlined in the report by the Manager, Procurement dated 3 June 2020 in accordance with section 230(1)(a) and (b) of the *Local Government Regulation 2012*.
- B. That Council resolve to enter into a contract with NTT Data Services Australia Pty Ltd for Leased Rack space on the terms described in the report by the Manager, Procurement dated 3 June 2020.
- C. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with NTT Data Services Australia Pty Ltd to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

Due to council legal advice in relation to the separation of the original Recommendations A and B, the original motion was recommitted.

**RECOMMIT ORIGINAL
MOTION - ITEM F3**

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

That the original motion for Item F3 be recommitted.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

**ORIGINAL MOTION
F.3**

**TENDER
CONSIDERATION
PLAN - POLARIS DATA
CENTRE
CONSOLIDATION**

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

- A. That Council resolve to prepare a Tender Consideration Plan for the leased rack space from NTT Data in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.**
- B. That Council resolve to adopt the Tender Consideration Plan for the leased rack space from NTT Data as outlined in the report by the Manager, Procurement dated 3 June 2020 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.**
- C. That Council resolve to enter into a contract with NTT Data Services Australia Pty Ltd for Leased Rack space on the terms described in the report by the Manager, Procurement dated 3 June 2020.**
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with NTT Data Services Australia Pty Ltd to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with**

section 13(3) of the *Local Government Act 2009*.

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

The motion was put and carried.

F.4

**TENDER
CONSIDERATION
PLAN - PATHWAY
SOFTWARE
LICENCING,
MAINTENANCE AND
SUPPORT**

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

- A. That Council resolve to prepare a Tender Consideration Plan for Pathway Licencing, Maintenance and Support in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.
- B. That Council resolve to adopt the Tender Consideration Plan for Pathway Licencing, Maintenance and Support as outlined in the report by the ICT Category Specialist – Senior Procurement Officer dated 1 June 2020 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.
- C. That Council resolve to enter into a contract with Infor Global Solutions for Pathway Licencing, Maintenance and Support on the terms described in this report by the Manager, Procurement dated 1 June 2020.
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Infor Global Solutions (ANZ) Pty Ltd to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

**VARIATION TO
MOTION**

Councillor Paul Tully proposed a variation to the motion:

That recommendation A be deleted and the remaining recommendations B, C and D be retitled A, B and C and that the

wording in recommendation A be incorporated into the newly titled recommendation A.

- A. That Council resolve to prepare and adopt a Tender Consideration Plan for Pathway Licencing, Maintenance and Support in accordance with section 230(1)(a) and (b) of the *Local Government Regulation 2012* as outlined in the report by the ICT Category Specialist – Senior Procurement Officer dated 1 June 2020.

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

Moved by Councillor Andrew Fechner:

Seconded by Councillor Kate Kunzelmann:

- A. That Council resolve to prepare and adopt the Tender Consideration Plan for Pathway Licencing, Maintenance and Support as outlined in the report by the ICT Category Specialist – Senior Procurement Officer dated 1 June 2020 in accordance with section 230(1)(a) and (b) of the *Local Government Regulation 2012*.
- B. That Council resolve to enter into a contract with Infor Global Solutions for Pathway Licencing, Maintenance and Support on the terms described in this report by the Manager, Procurement dated 1 June 2020.
- C. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Infor Global Solutions (ANZ) Pty Ltd to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

ABSTAINED

Councillors:

The motion was put and carried.

Due to council legal advice in relation to the separation of the original Recommendations A and B, the original motion was recommitted.

**RECOMMIT ORIGINAL
MOTION - ITEM F4**

Moved by Councillor Jacob Madsen:
Seconded by Councillor Russell Milligan:

That the original motion for Item F3 be recommitted.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

**ORIGINAL MOTION
F.4**

**TENDER
CONSIDERATION
PLAN - PATHWAY
SOFTWARE
LICENCING,
MAINTENANCE AND
SUPPORT**

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

- A. That Council resolve to prepare a Tender Consideration Plan for Pathway Licencing, Maintenance and Support in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.**
- B. That Council resolve to adopt the Tender Consideration Plan for Pathway Licencing, Maintenance and Support as outlined in the report by the ICT Category Specialist – Senior Procurement Officer dated 1 June 2020 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.**
- C. That Council resolve to enter into a contract with Infor Global Solutions for Pathway Licencing, Maintenance and Support on the terms described in this report by the Manager, Procurement dated 1 June 2020.**
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Infor Global Solutions (ANZ) Pty Ltd to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

The motion was put and carried.

"The attachment/s to this report are confidential in accordance with section 275(1)(e) of the *Local Government Regulation 2012- contracts proposed to be made by it.*"

The attachments are commercial in-confidence relating to contracts proposed to be made by Council.

F.5

Moved by Councillor Andrew Fechner:

Seconded by Councillor Kate Kunzelmann:

TENDER

**CONSIDERATION
PLAN - IFERRET
MAINTENANCE**

- A. That Council resolve to adopt the Tender Consideration Plan for Galapagos Pty Limited iFerret software as outlined in the report by the ICT Category Specialist dated 4 June 2020 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.
- B. That Council resolve it is satisfied under section 235 (b) of the *Local Government Regulation (Regulation) 2012* that the exemption under section 235(b) of the *Regulation* applies because of the specialised nature of the services that it would be impractical or disadvantageous for the local government to invite quotes or tenders.
- C. That Council resolve to enter into a contract with Galapagos Pty Limited for maintenance and support for iFerret for a period of three (3) years.
- D. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Galapagos Pty Limited to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

**VARIATION TO
MOTION**

Mayor Teresa Harding proposed a variation to the motion:
That the current Recommendation A be replaced with
Recommendation A below and the remaining paragraphs be
retitled B, C, D and E accordingly.

- A. That Council resolve to prepare a Tender Consideration Plan for Galapagos Pty Limited iFerret software in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.

The mover and seconder agreed to the proposed variation.

Moved by Councillor Andrew Fechner:

Seconded by Councillor Kate Kunzelmann:

- A. **That Council resolve to prepare a Tender Consideration Plan for Galapagos Pty Limited iFerret software in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.**
- B. **That Council resolve to adopt the Tender Consideration Plan for Galapagos Pty Limited iFerret software as outlined in the report by the ICT Category Specialist dated 4 June 2020 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.**
- C. **That Council resolve it is satisfied under section 235(b) of the Local Government Regulation (Regulation) 2012 that the exemption under section 235(b) of the Regulation applies because of the specialised nature of the services that it would be impractical or disadvantageous for the local government to invite quotes or tenders.**
- D. **That Council resolve to enter into a contract with Galapagos Pty Limited for maintenance and support for iFerret for a period of three (3) years.**
- E. **That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract with Galapagos Pty Limited to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

F.6

CONTRACTS

**EXTENDED UNDER
LOCAL GOVERNMENT
REGULATION 2012 -
S235(C) - MAY 2020**

Moved by Councillor Russell Milligan:

Seconded by Councillor Andrew Fechner:

That Council note the extension of three contracts under s235(c) of the *Local Government Regulation 2012*:

- **Commercial Cleaning (14-15-060)**
- **Plant Hire Services (Dry Hire) (14-15-014)**
- **Plant Hire – Wet Services (14-15-005)**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

F.7

CONTRACT

**EXTENSION - SAFE
CITY MONITORING**

Moved by Councillor Andrew Fechner:

Seconded by Councillor Kate Kunzelmann:

That the Chief Executive Officer be authorised to administer a contract extension for the Safe City Monitoring, Contract No. 14-15-011 and to do any other

acts necessary to implement Council's decision in accordance with section 13(3)(c) of the *Local Government Act 2009*.

**VARIATION TO
MOTION**

Mayor Teresa Harding proposed a variation to the motion:

That the words 'for three months' be added after the word extension.

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

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

That the Chief Executive Officer be authorised to administer a contract extension for three months for the Safe City Monitoring Contract No. 14-15-011 and to do any other acts necessary to implement Council's decision in accordance with section 13(3)(c) of the *Local Government Act 2009*.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

F.8

**CONTRACT
EXTENSION - SUPPLY
OF PARKING
MACHINES AND
ASSOCIATED
SYSTEMS**

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

That the Chief Executive Officer be authorised to administer a final twelve month contract extension for the Parking Machines and Communication and Management Systems contract No. 11928 and to do any other acts necessary to implement Council's decision in accordance with section 13(3)(c) of the *Local Government Act 2009*.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

The motion was put and carried.

NEGATIVE

Councillors:

Nil

The attachment/s to this report are confidential in accordance with section 275(1)(h) of the *Local Government Regulation 2012* – “other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.”

The attachments relate to the history of interactions with the owners of the property and will breach privacy laws if the document is shared and personal circumstances of residents of the relevant parties which if made public would breach privacy laws.

F.9

Moved by Councillor Andrew Fechner:

**PROPOSED REPEAL -
SALE OF LAND FOR
OVERDUE RATES AND
CHARGES**

Seconded by Deputy Mayor Marnie Doyle:

- A. That the following recommendation 9(E) made by the Governance Committee on 12 November 2019 and adopted at the Council Ordinary Meeting of 19 November 2019, be repealed:
- E That pursuant to section 140(2) of the *Local Government Regulation 2012*, to sell the property at 2/45 Blaxland Crescent, REDBANK PLAINS QLD 4301 (more properly described, as Lot 2 Survey Plan 198183) in accordance with the *Local Government Regulation 2012* as some or all of the overdue rates or charges have been overdue for at least 3 years.
- B. That the following recommendation 9(G) made by the Governance Committee on 12 November 2019 and adopted at the Council Ordinary Meeting of 19 November 2019, be repealed:
- G That pursuant to section 140(2) of the *Local Government Regulation 2012*, to sell the property at 12 Marcel Street, EAST IPSWICH QLD 4305 (more properly described, as Lot 14 Registered Plan 80179 to depth 30.48m) in accordance with the *Local*

Government Regulation 2012 as some or all of the overdue rates or charges have been overdue for at least 3 years.

- C. That the following recommendation 9(I) made by the Governance Committee on 12 November 2019 and adopted at the Council Ordinary Meeting of 19 November 2019, be repealed:
- I That pursuant to section 140(2) of the *Local Government Regulation 2012*, to sell the property at 156 Old Ipswich Road, RIVERVIEW QLD 4303 (more properly described, as Lot 2 Registered Plan 813070) in accordance with the *Local Government Regulation 2012* as some or all of the overdue rates or charges have been overdue for at least 3 years.
- D. That the following recommendation 9(J) made by the Governance Committee on 12 November 2019 and adopted at the Council Ordinary Meeting of 19 November 2019, be repealed:
- J That pursuant to section 140(2) of the *Local Government Regulation 2012*, to sell the property at, 19 Highbury Drive, REDBANK PLAINS QLD 4301 (more properly described, as Lot 33 Registered Plan 198885) in accordance with the *Local Government Regulation 2012* as some or all of the overdue rates or charges have been overdue for at least 3 years.

**MOVE INTO CLOSED
SESSION**

It was moved by Councillor Jacob Madsen and seconded by Councillor Kate Kunzelmann that in accordance with section 275(1)(h) of the *Local Government Regulation 2012*, the meeting move into closed session to discuss the history of interactions with the owners of the properties listed in Item F9 titled Proposed Repeal of Land for Overdue Rates and Charges.

The meeting moved into closed session at 3.25 pm.

AFFIRMATIVE

Councillors:

Harding
Madsen
Ireland
Jonic
Tully
Doyle
Fechner

NEGATIVE

Councillors:

Nil

Kunzelmann
Milligan

**MOVE INTO OPEN
SESSION**

It was moved by Councillor Kate Kunzelmann and seconded by Councillor Russell Milligan that the meeting move into open session.

The meeting moved into open session at 3.37 pm.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

**VARIATION TO
MOTION**

Mayor Teresa Harding proposed a variation to the motion:

That Recommendation D be removed from the motion noting that it has been paid in full.

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

Moved by Councillor Andrew Fechner:

Seconded by Deputy Mayor Marnie Doyle:

- A. That the following recommendation 9(E) made by the Governance Committee on 12 November 2019 and adopted at the Council Ordinary Meeting of 19 November 2019, be repealed:**
- E That pursuant to section 140(2) of the Local Government Regulation 2012, to sell the property at 2/45 Blaxland Crescent, REDBANK PLAINS QLD 4301 (more properly described, as Lot 2 Survey Plan 198183) in accordance with the Local Government Regulation 2012 as some or all of the overdue rates or charges have been overdue for at least 3 years.**
- B. That the following recommendation 9(G) made by the Governance Committee on 12 November 2019 and adopted at the Council Ordinary Meeting of**

19 November 2019, be repealed:

G That pursuant to section 140(2) of the *Local Government Regulation 2012*, to sell the property at 12 Marcel Street, EAST IPSWICH QLD 4305 (more properly described, as Lot 14 Registered Plan 80179 to depth 30.48m) in accordance with the *Local Government Regulation 2012* as some or all of the overdue rates or charges have been overdue for at least 3 years.

C. That the following recommendation 9(I) made by the Governance Committee on 12 November 2019 and adopted at the Council Ordinary Meeting of 19 November 2019, be repealed:

I That pursuant to section 140(2) of the *Local Government Regulation 2012*, to sell the property at 156 Old Ipswich Road, RIVERVIEW QLD 4303 (more properly described, as Lot 2 Registered Plan 813070) in accordance with the *Local Government Regulation 2012* as some or all of the overdue rates or charges have been overdue for at least 3 years.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

F.10

**CHANGE OF TIME OF
COUNCIL ORDINARY
MEETING SCHEDULED
FOR 30 JUNE 2020**

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Andrew Fechner:

That the Council Ordinary Meeting scheduled to commence at 9.00 am on Tuesday, 30 June 2020 be rescheduled to commence at 12.30 pm on Tuesday, 30 June 2020.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The motion was put and carried.

The attachment/s to this report are confidential in accordance with section 275(1)(c) and (f) of the *Local Government Regulation 2012* – “the local government’s budget and starting or defending legal proceedings involving the local government.”

The attachments relate to a legal in confidence deed and settlement.

**CONFLICT OF
INTEREST**

Councillor Nicole Jonic left the meeting room at 3.43 pm (including any area set aside for the public) and stayed out of the meeting room while matter F11 was being discussed and voted on due to her declared conflict in this matter.

**F.11
REMONDIS DEED OF
SETTLEMENT AND
VARIATION**

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

That Council authorise the Chief Executive Officer to execute the Deed of Settlement and Variation with Remondis Australia Pty Ltd as per Attachment 2 to this report dated 11 June 2020.

**MOVE INTO CLOSED
SESSION**

It was moved by Deputy Mayor Marnie Doyle and seconded by Councillor Andrew Fechner that in accordance with section 275(1)(c) and (f) of the *Local Government Regulation 2012*, the meeting move into closed session to discuss a legal in confidence deed and settlement relating to Item F11 titled Remondis Deed of Settlement and Variation.

The meeting moved into closed session at 3.45 pm

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

NEGATIVE

Councillors:

Nil

Tully
Doyle
Fechner
Kunzelmann
Milligan

All Councillors except Councillor Nicole Jonic were present when the vote was taken.

**MOVE INTO OPEN
SESSION**

It was moved by Councillor Andrew Fechner and seconded by Councillor Kate Kunzelmann that the meeting move into open session.

The meeting moved into open session at 4.05 pm.

AFFIRMATIVE

Councillors:

Harding
Madsen
Ireland
Tully
Doyle
Fechner
Kunzelmann
Milligan

NEGATIVE

Councillors:

All Councillors except Councillor Nicole Jonic were present when the vote was taken.

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

That Council authorise the Chief Executive Officer to execute the Deed of Settlement and Variation with Remondis Australia Pty Ltd as per Attachment 2 to this report dated 11 June 2020.

AFFIRMATIVE

Councillors:

Harding
Madsen
Ireland
Tully
Doyle
Fechner
Kunzelmann
Milligan

NEGATIVE

Councillors:

Nil

All Councillors except Councillor Nicole Jonic were present when the vote was taken.

The motion was put and carried.

MEETING CLOSED The meeting closed at 4.06 pm.

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

GENERAL PURPOSES COMMITTEE NO. 2020(02)

23 JUNE 2020

REPORT OF THE GENERAL PURPOSES COMMITTEE
FOR THE COUNCIL

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

COUNCILLOR'S APOLOGIES: Councillor Sheila Ireland

Councillor Paul Tully moved that an apology be received for Councillor Sheila Ireland.

DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA

Nil

1. **2020-2025 INDIGENOUS ACCORD**

This report outlines the background and process of developing the 2020-2025 Indigenous Accord and presents the document for endorsement.

RECOMMENDATION

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

- A. That Council endorse the 2020-2025 Indigenous Accord.**
- B. That Council monitor and report on a six monthly basis on how the Indigenous Accord is progressing.**

Councillor Sheila Ireland arrived at the meeting at 9.07am.

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

2. CITY OF IPSWICH PARKING PRICING STRATEGY

This is a report concerning the development of the *City of Ipswich Parking Pricing Strategy* (the Strategy), a key deliverable of iGO – The City of Ipswich Transport Plan. The Strategy has been prepared to provide guidance for decision-making on parking management in the City of Ipswich, including the management of time restrictions and priced parking.

RECOMMENDATION

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Russell Milligan:

- A. **That the *City of Ipswich Parking Pricing Strategy* – as detailed in Attachment 1 of the report by the Transport Planner (Transport Planning) dated 20 May 2020, be adopted.**
- B. **That Council officers commence implementing the *City of Ipswich Parking Pricing Strategy*.**
- C. **That Council officers commence investigations into the alternative use of parking revenue for the purpose of sustainable transport initiatives but not prior to the 2021-2022 Financial Year.**
- D. **That Council commence a 6 month trial of a 15 minute free parking ‘grace’ period for parking areas within the Ipswich City Centre as outlined in the report by the Transport Planner (Transport Planning) dated 20 May 2020.**
- E. **That Council commence a 6 month trial regarding the removal of Saturday timed and priced parking within the Ipswich City Centre as outlined in the report by the Transport Planner (Transport Planning) dated 20 May 2020.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

3. DEVELOPMENT APPLICATION 1421/19/MADP - MASTER AREA DEVELOPMENT PLAN DEVELOPMENT AREA 22A AND 22B (ALTERNATIVE DISPUTE RESOLUTION ASSESSMENT)

This report outlines Council's response to the Alternative Dispute Resolution Assessment request made by the Springfield City Group to a decision made by Council in 2019, that approved the Master Area Development Plan for Development Area 22A and 22B of the Springfield Town Centre.

The applicant seeks amendments to the Master Area Development Plan document in relation to timing of infrastructure delivery, interchangeability of infrastructure credits, payment of cash contribution in lieu of undertaking embellishment works, construction of a "Green Bridge," and the payment of a stormwater quality contribution.

The alternative dispute resolution request is recommended to be approved in part.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Deputy Mayor Marnie Doyle:

That Council issue a revised decision notice for application no. 1421/2019/ADP as specified in Attachment A.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

4. DEVELOPMENT APPLICATION 5911/2019 AREA DEVELOPMENT PLAN APPLICATION - PREMIER SPORTS FACILITY DEVELOPMENT AREA 22A

This is a report concerning an application seeking approval for an Area Development Plan that is proposing the development of a Premier Sports Facility (Park) including ancillary and complementary commercial uses. The development has been assessed with regard to the applicable assessment benchmarks, the Town Centre Concept Plan and the Springfield Town Centre Infrastructure Agreement. The proposed development generally complies with the assessment benchmarks or

can be conditioned to comply.

RECOMMENDATION

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

That Council approve development application no. 5911/2019 subject to conditions in accordance with section 2.2.4.10 of the Springfield Structure Plan.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

5. REVIEW OF MATERIALS RECOVERY PLAN

Under the provisions of the *Waste Reduction and Recycling Act 2011 (Qld) (the Waste Act)*, Local Government is required to adopt a waste reduction and recycling plan and review it at least every 3 years. Council's current waste reduction and recycling plan, titled 'Materials Recovery Plan 2017-2031' (MRP) (Attachment 1), was adopted in May 2017.

Division 2 section 125 of the *Waste Reduction and Recycling Act 2011* stipulates that a local government must by resolution adopt a waste reduction and recycling plan, or an amendment of the plan, before the plan is implemented in its local government area. Before adopting the plan, the local government must consult with the public about the proposed plan or amendment, and take into account any submissions received.

A review of the MRP has been undertaken in accordance with the legislative timeframe requirements. However, a full review including community consultation could not be completed to meet the three year timeframe as specified under the Waste Act.

Findings from the internal review indicate that a detailed and more thorough review is required and the recommended option, to ensure Council's plan fully

considers the impending outcomes of the Sub-Regional Alliance Expression of Interest, the proposed Council of Mayor's regional waste management plan, State Government waste management and infrastructure plans currently being developed, as well as the Queensland Government's 'Waste Management and Recycling Strategy' and the National Waste Policy. Hence, the recommendation was to defer the detailed review until these artefacts were all available.

As such, it is proposed that Council retain the existing Plan in its current state and begin a detailed and comprehensive review in 2020-2021. Community consultation will be undertaken and all submissions will be considered by Council prior to the adoption of the revised Plan. This may include notification to the Department of Environment and Science seeking support for this approach.

RECOMMENDATION

Moved by Councillor Russell Milligan:

Seconded by Deputy Mayor Marnie Doyle:

- A. That Council retain the Materials Recovery Plan 2017-2031 in its current state whilst commencing a detailed and comprehensive review of the Plan in 2020-2021.
- B. That Council undertake a major review of the Materials Recovery Plan in 2020-2021, in accordance with the *Waste Reduction and Recycling Act 2011*.
- C. That comprehensive community engagement be undertaken as part of the major review in accordance with Division 2 section 125 of the *Waste Reduction and Recycling Act 2011*.

VARIATION TO MOTION

Mayor Teresa Harding proposed a variation to the motion:

That the following Recommendation D be included:

That the Mining and Waste round table be included in consultation.

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

RECOMMENDATION

Moved by Councillor Russell Milligan:

Seconded by Deputy Mayor Marnie Doyle:

- A. **That Council retain the Materials Recovery Plan 2017-2031 in its current state whilst commencing a detailed and comprehensive review of the Plan in 2020-2021.**
- B. **That Council undertake a major review of the Materials Recovery Plan in 2020-2021, in accordance with the *Waste Reduction and Recycling Act 2011*.**
- C. **That comprehensive community engagement be undertaken as part of the major**

review in accordance with Division 2 section 125 of the *Waste Reduction and Recycling Act 2011*.

D. That the Mining and Waste round table be included in consultation.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

6. LAND FOR WILDLIFE SOUTH EAST QUEENSLAND UPDATE

This report is concerning Council's involvement in the Land for Wildlife (LFW) program in South East Queensland and the post-transitional arrangements.

The Land for Wildlife Program transitioned from a third-party managed program to a local-government-managed program in January 2019. In October 2019 the Land for Wildlife Steering Committee determined by unanimous vote that Sunshine Coast Council was the preferred Regional Coordinator Sponsor for the 3 year period from July 2020 to June 2023.

A letter of agreement dated 25 November is seeking confirmation from Ipswich City Council to the funding contribution to Sunshine Coast Regional Council for regional coordination of Land for Wildlife in SEQ for the next three financial years.

Furthermore, a 10 year strategic plan and Terms of Reference have been drafted for the Land for Wildlife South East Queensland (LfwSEQ) program, which identifies the strategic direction of LfwSEQ and clarifies the roles and responsibilities of participants and the Regional Coordinator.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Councillor Sheila Ireland:

A. That Council continue to participate in the regional Land for Wildlife program and endorse the Terms of Reference and the Land for Wildlife South East Queensland 10 year Strategic Plan, as outlined in Attachments 4 and 5 respectively.

B. That Council provide a funding contribution of \$12,605 for 2020-2021 to Sunshine

Coast Regional Council for the recruitment of a Regional Coordinator of Land for Wildlife South East Queensland from 1 July 2020 until 30 June 2021.

- C. That Council provide a commitment to Sunshine Coast Regional Council towards the three-year funding model for recruitment of a Regional Coordinator for the period 1 July 2020 to 30 June 2023.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

7. DISASTER MANAGEMENT POLICIES

This is a report concerning the adoption of a new Disaster Management Policy for Council, to demonstrate Council's commitment to promoting a resilient community that can prepare for, respond to and recover from the impacts of a disaster. Previously Council's only policy for disaster events was a Collection of Storm Damaged Vegetation Policy. The intent of this policy has subsequently been included in the revised overarching Disaster Management Policy.

RECOMMENDATION

Moved by Councillor Sheila Ireland:

Seconded by Councillor Kate Kunzelmann:

- A. That the policy titled 'Disaster Management' as detailed in Attachment 1, be adopted.**
- B. That the policy titled 'Collection of Storm Damaged Vegetation', adopted at Council on 3 April 1996, be repealed.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

NEGATIVE

Councillors:

Nil

Doyle
Fechner
Kunzelmann
Milligan

8. AMENDMENT TO COMMUNITY CHRISTMAS CAROLS PARTNERSHIPS AGREEMENTS

This is a report concerning an amendment to a resolution regarding Community Christmas Carols – Partnership Agreements.

In August 2019 the Economic Development Committee resolved to provide support to Brassall Christmas in the Park and Carols at Robelle Domain. Due to the implications of COVID-19 and its impact on the likelihood of these events securing further local business sponsorship, this report seeks to potentially increase the level of support approved by Council.

RECOMMENDATION

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Russell Milligan:

That further to the Recommendation relating to Item 2 of the Economic Development Committee No. 2019(08) and adopted at the Council Ordinary Meeting of 20 August 2019, as outlined in the report, endorsing event sponsorship support for the Brassall Christmas in the Park and Carols at Robelle Domain for 2020, Council provide additional in-kind support if a lack of local business sponsorship due to COVID-19 impacts can be demonstrated.

VARIATION TO MOTION

Councillor Sheila Ireland proposed a variation to the motion:

That the following wording be included after the words additional in-kind support:

not exceeding a value of \$4,595.00 for the support of each of Brassall Christmas in the Park and Carols at Robelle Domain.

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

RECOMMENDATION

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Russell Milligan:

That further to the Recommendation relating to Item 2 of the Economic Development Committee No. 2019(08) and adopted at the Council Ordinary Meeting of 20 August 2019, as outlined in the report, endorsing event sponsorship support for the Brassall Christmas in the Park and Carols at Robelle Domain for 2020, Council provide additional in-kind support not exceeding a value of

\$4,595.00 for the support of each of Brassall Christmas in the Park and Carols at Robelle Domain if a lack of local business sponsorship due to COVID-19 impacts can be demonstrated.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

9. MAJOR COMMUNITY EVENT SPONSORSHIP - LIVECITY CHURCH (REDBANK PLAINS COMMUNITY CHRISTMAS CAROLS) AND TIVIOLI SOCIAL ENTERPRISES (COLOURS OF CHRISTMAS FESTIVAL)

This is a report concerning Council's proposed support of two significant community Christmas events through multi-year sponsorships to assist with their financial stability as the events continue to grow and delivery costs increase, allowing them to meet the expectations of the attending community.

The proposed multi-year sponsorships will sit outside Council's grant program under the Event Sponsorship policy, allowing Council to be acknowledged as a Major Sponsor.

Two-year sponsorships are proposed to align the renewal dates with the three-year Robelle Carols and Brassall Carols sponsorships approved in 2019.

RECOMMENDATION

Moved by Councillor Sheila Ireland:

Seconded by Councillor Russell Milligan:

- A. That Council remove the reference to the application from Livecity Church.
- B. That Tivoli Social Enterprises receive the following support for the Colours of Christmas Festival:
 - 2020 - \$15,000.00 ex GST financial support
 - 2021 - \$15,000.00 ex GST financial support

VARIATION TO MOTION

Councillor Sheila Ireland proposed a variation to the motion:

That Council review the application to offer support for Livecity Church in 2021.

Councillor Russell Milligan proposed a further variation to the motion:

That Livecity Church receive the following support for the Redbank Plains Community Christmas Carols:

- 2021 - \$15,000.00 ex GST financial support

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

RECOMMENDATION

Moved by Councillor Sheila Ireland:

Seconded by Councillor Russell Milligan.

- A. That Livecity Church receive the following support for the Redbank Plains Community Christmas Carols:**
- 2021 - \$15,000.00 ex GST financial support
- B. That Tivoli Social Enterprises receive the following support for the Colours of Christmas Festival:**
- 2020 - \$15,000.00 ex GST financial support
 - 2021 - \$15,000.00 ex GST financial support

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

ADJOURN MEETING

Moved by Mayor Teresa Harding that the meeting be adjourned at 10.12 am to reconvene in 10 minutes.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The meeting reconvened at 10.22 am.

10. COMMUNITY DONATION REQUESTS

This is a report concerning community donation requests received in May 2020 for consideration by Council.

RECOMMENDATION

Moved by Councillor Andrew Fechner:

Seconded by Councillor Russell Milligan:

- A. That Council approve a community donation of \$2,387.25 to the Christian Reformed Church of Tivoli to purchase electronic equipment for the 'Keeping the Community Connected' initiative.**
- B. That Council approve a community donation of \$11,474.27 to Y-Care (South East Queensland) Inc towards purchasing a second hand portable coffee cart and equipment, and to engage a professional artist.**
- C. That Council approve a community donation of \$10,000.00 to Ipswich State High School P&C towards the purchase and installation of goal posts for the Ipswich State High School girls' football program.**
- D. That Council approve a community donation of \$36,420.00 to the Queensland Pioneer Steam Railway Co-op Ltd toward the purchase and transport of a locomotive from Zig Zag Railway, New South Wales.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

NEGATIVE

Councillors:

Nil

Fechner
Kunzelmann
Milligan

11. COMMUNITY DONATIONS REPORT

This is a report providing detail about the year to date allocation of community donations as at 31 May 2020 (Attachment 1) and providing a summary of these community donations by recipient type (Attachment 2).

RECOMMENDATION

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

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Harding
Madsen
Ireland
Jonic
Tully
Doyle
Fechner
Kunzelmann
Milligan

NEGATIVE

Councillors:

Nil

12. UPDATE OF ICT OPEN DATA POLICY

This is a report concerning the review and updating of the Information Communication and Technology Open Data Policy.

RECOMMENDATION

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

That the policy titled 'Open Data' be amended as detailed in Attachment 1.

AFFIRMATIVE

Councillors:

Harding
Madsen

NEGATIVE

Councillors:

Nil

Ireland
Jonic
Tully
Doyle
Fechner
Kunzelmann
Milligan

13. RECOMMENDED REPEAL OF COUNCIL POLICIES ON OPERATIONAL EMPLOYEE MATTERS

This is a report recommending Council resolution to repeal nine (9) Council policies on operational employee matters. Business Transformation Project #9 has introduced a new Policy and Procedures Framework that establishes and distinguishes matters reserved for Council policies, Administrative Directives and Procedures. Operational employee matters have been determined by Council to be best dealt with in Administrative Directives and Procedures approved by Council's Chief Executive Officer and General Managers. As part of the review of Policy and Procedures, nine (9) Council Policies are recommended for repeal by Council as they are already appropriately addressed in existing industrial instruments, current or draft new Administrative Directives and Procedures.

RECOMMENDATION

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

That Council resolve to repeal the following Policies in line with Council's Policy and Procedure Framework as they cover operational employee matters:

- A. On call at Home for Emergency Work Outside Ordinary Working Hours Policy**
- B. Workplace Relations Policy**
- C. Clothing – State Award Employees Policy**
- D. First Aid Policy**
- E. Long Serving Employees Policy**
- F. Membership of Professional Associations and Reimbursement of Individual Membership Fees Policy**
- G. Reimbursement of Telephone Expenses Policy**
- H. Salary Packaging Policy, and**
- I. Study Assistance Policy.**

AFFIRMATIVE
Councillors:
Harding
Madsen
Ireland

NEGATIVE
Councillors:
Nil

Jonic
Tully
Doyle
Fechner
Kunzelmann
Milligan

14. TENDER CONSIDERATION PLAN - PROCUREMENT OF CREATIVE SERVICES

This is a report concerning the procurement of creative services by the City Events Team to produce a diverse program of annual events that engage the community, promote Ipswich as a destination, drive visitation and positively impact on business and industry.

The procurement of creative services often presents complex procurement situations where it is not possible to obtain three written quotes nor is it advantageous to call for tenders, as required under the Ipswich City Council Procurement Code of Practice.

For such situations, the *Local Government Regulation 2012*, Section 230, allows a local government to enter into medium and large contractual agreements, without first inviting written quotes or tenders, through the preparation and adoption of a Quote or Tender Consideration Plan.

The attached Quote or Tender Consideration Plan – Procurement of Creative Services provides the information required to comply with the regulation and to justify the use of the plan as an effective and appropriate alternative to seeking quotes or to calling for open tenders.

The Plan has been developed in consultation with Council's Manager – Procurement.

The Plan includes examples of unique creative services.

RECOMMENDATION

Moved by Councillor Andrew Fechner:

Seconded by Councillor Kate Kunzelmann:

- A. **That Council resolve to prepare a Tender Consideration Plan for Creative Services in accordance with section 230(1)(a) of the *Local Government Regulation 2012*.**
- B. **That Council resolve to adopt the Quote or Tender Consideration Plan for Procurement of Creative Services as outlined in the report by the City Events Manager dated 1 June 2020 in accordance with section 230(1)(b) of the *Local Government Regulation 2012*.**
- C. **That the Chief Executive Officer be authorised to negotiate and finalise the terms**

of any contract prepared in line with this Tender Consideration Plan for the procurement of Creative Services to be executed by Council and to do any other acts necessary to implement council's decision in accordance with section 13(3) of the *Local Government Act 2009*.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

15. PROPOSED IPSWICH ADOPTED INFRASTRUCTURE CHARGES RESOLUTION (NO. 1) 2020

This is a report concerning the adoption of the proposed Ipswich Adopted Infrastructure Charges Resolution (No. 1) 2020 to replace the Ipswich Adopted Infrastructure Charges Resolution (No. 1) 2019. This is an annual exercise to ensure that the development charges keep pace with any increase in costs by applying the Producer Price Index (PPI) for Construction.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Councillor Andrew Fechner:

That Council adopt the Adopted Infrastructure Charges Resolution as detailed in Attachment 2 pursuant to s113 of the *Planning Act 2016* as the Ipswich Adopted Infrastructure Charges Resolution (No. 1) 2020.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

16. RATES TIMETABLE FOR 2020-2021

This is a report concerning the issuance date, discount and due date for payment for the quarterly rates for the 2020-2021 year.

RECOMMENDATION

Moved by Councillor Paul Tully:

Seconded by Councillor Sheila Ireland:

That the Rates Timetable, including issue dates and due dates, for the 2020-2021 year as detailed in Table 1, be adopted:

Table 1

Period	Issue Date	Discount and Due Date	Period Since last Due Date
July – Sept 2020	Friday 10 July 2020	Thursday 13 August 2020	8 weeks*
Oct – Dec 2020	Friday 9 October 2020	Thursday 12 November 2020	13 weeks
Jan – March 2021	Friday 15 January 2021	Thursday 18 February 2021	14 weeks
April – June 2021	Friday 16 April 2021	Thursday 20 May 2021	13 weeks

*previous period between the original due date and the first due date in 2020-2021 was 13 weeks.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

17. MONTHLY FINANCE PERFORMANCE REPORT - APRIL 2020

This is a report concerning Council's financial performance for the period ending 30 April 2020, submitted in accordance with section 204 of the *Local Government Regulation 2012*.

RECOMMENDATION

Moved by Councillor Nicole Jonic:

Seconded by Mayor Teresa Harding:

That the report on Council's financial performance for the period ending 30 April 2020, submitted in accordance with section 204 of the *Local Government Regulation 2012* be considered and noted by Council.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

18. MONTHLY FINANCE PERFORMANCE REPORT - MAY 2020

This is a report concerning Council's financial performance for the period ending 31 May 2020, submitted in accordance with section 204 of the *Local Government Regulation 2012*.

RECOMMENDATION

Moved by Councillor Russell Milligan:

Seconded by Councillor Nicole Jonic:

That the report on Council's financial performance for the period ending 31 May 2020, submitted in accordance with section 204 of the *Local Government Regulation 2012* be considered and noted by Council.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

19. QUEENSLAND AUDIT OFFICE 2020 INTERIM AUDIT REPORT

This is a report concerning the Queensland Audit Office (QAO) observations and recommendations from the 2020 interim audit of Ipswich City Council. The report details the results of QAO's interim work performed to 29 February 2020 and includes QAO's assessment of Council's internal controls and whether they are operating effectively.

RECOMMENDATION

Moved by Deputy Mayor Marnie Doyle:

Seconded by Councillor Andrew Fechner:

That the report concerning the Queensland Audit Office 2020 Interim Audit Report as detailed in Attachment 1 of the report by the Principal Financial Accountant dated 25 May 2020 be received and noted.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

20. REPEAL OF PREVIOUS COUNCIL DECISION FOR PROPOSED NEW
TELECOMMUNICATIONS LEASE TO OPTUS MOBILE PTY LTD LOCATED AT 102
CHAMPIONS WAY, WILLOWBANK

This is a report requesting the repeal of a previous decision of the Growth and Infrastructure Committee, item No. 7 on the 9 July 2019 and adopted at the Council Ordinary meeting of 16 July 2019 to allow for a reduced term of the proposed Optus lease located at 102 Champions Way, Willowbank (Lot 1 on SP308694).

RECOMMENDATION

Moved by Councillor Andrew Fechner:

Seconded by Deputy Mayor Marnie Doyle:

- A. **That Council's previous decision of the Growth and Infrastructure Committee, item No. 7 on 9 July 2019 and adopted at the Council Ordinary meeting of 16 July 2019, to enter into an eight (8) year lease with Optus Mobile Pty Limited for an equipment shelter commencing on 1 July 2019 and expiring 30 June 2027, be repealed.**
- B. **That Council enter into a seven (7) year lease with a revised lease term commencing on 1 July 2020 and expiring 30 June 2027.**
- C. **That the Chief Executive Officer be authorised to negotiate and finalise the terms of the proposed new lease arrangement as detailed in Recommendation A and B of this report and do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.**

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

21. UPDATE ON LIBRARY SERVICES STRATEGY AND POLICY

This is a report providing an update of Council's Library Services strategy and policy including a to-date summary of the Karalee Library Pod prototype deployment for consideration of future actions of Council.

RECOMMENDATION

Moved by Councillor Sheila Ireland:

Seconded by Councillor Russell Milligan:

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

22. CAPTION OPTIONS FOR COUNCIL MEETINGS

This is a report in response to a Council resolution made at the Ordinary meeting of 26 May 2020 that options are advised for captioning of Council meetings to provide equity of access and to make a transcript available for public viewing.

RECOMMENDATION

Moved by Councillor Sheila Ireland:

Seconded by Mayor Teresa Harding:

That the report be received and noted.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

23. COUNCIL COMMUNITY ASSETS AND INFRASTRUCTURE NAMED AFTER DISMISSED
FORMER COUNCILLORS

This is a report concerning current Council community assets and infrastructure named after dismissed former Councillors as requested by Council at its meeting on 26 May 2020.

In accordance with section 175E of the *Local Government Act 2009*, Councillor Sheila Ireland informed the meeting that she has, or could reasonably be taken to have, a conflict of interest in Item 23 titled Council Community Assets and Infrastructure Named After Dismissed Councillors.

The nature of the interest is that Councillor Sheila Ireland is mentioned within the report.

In accordance with section 175E of the *Local Government Act 2009*, Councillor Paul Tully informed the meeting that he has, or could reasonably be taken to have, a conflict of interest in Item 23 titled Council Community Assets and Infrastructure Named After Dismissed Councillors.

The nature of the interest is that Councillor Paul Tully is mentioned within the report.

It was moved by Councillor Russell Milligan and seconded by Councillor Andrew Fechner that because there is no personal or financial benefit to Councillors Sheila Ireland and Paul Tully that they may remain in the meeting but not participate in the vote on the matter.

AFFIRMATIVE

Councillors:

Harding

Madsen

Jonic

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

Councillors Sheila Ireland and Paul Tully did not take part in the vote on this matter.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Councillor Nicole Jonic:

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

NEGATIVE

Councillors:

Harding
Madsen
Jonic
Doyle
Fechner
Kunzelmann
Milligan

Nil

Councillors Sheila Ireland and Paul Tully did not take part in the vote on this matter.

24. COURT ACTION STATUS REPORT

This is a report concerning a status update with respect to current court actions associated with development planning related matters including one other significant matter of dispute that the Planning and Regulatory Services Department is currently involved with.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Councillor Paul Tully:

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Harding
Madsen
Ireland
Jonic
Tully
Doyle
Fechner
Kunzelmann
Milligan

NEGATIVE

Councillors:

Nil

25. EXERCISE OF DELEGATION REPORT

This is a report concerning applications that have been determined by delegated authority for the period 5 May 2020 to 2 June 2020.

RECOMMENDATION

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

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Harding

Madsen

Ireland

Jonic

Tully

Doyle

Fechner

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

PROCEDURAL MOTIONS AND FORMAL MATTERS

The meeting commenced at 9.00 am.

The meeting closed at 11.58 am.

IPSWICH CENTRAL REDEVELOPMENT COMMITTEE NO. 2020(01)

23 JUNE 2020

REPORT OF THE IPSWICH CENTRAL REDEVELOPMENT COMMITTEE
FOR THE COUNCIL

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

COUNCILLOR'S APOLOGIES: Nil

DECLARATIONS OF INTEREST IN MATTERS ON THE AGENDA

Nil

1. **IPSWICH CENTRAL EXECUTIVE REPORT NO 16 TO 4 JUNE 2020**

This is a report concerning the monthly update of the Ipswich Central Program of Works.

RECOMMENDATION

Moved by Councillor Kate Kunzelmann:

Seconded by Councillor Russell Milligan:

That the report on the Ipswich Central Executive Report No 16 to 4 June 2020 be received and the contents noted.

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

2. **RETAIL LEASING PROGRAM STATUS - IPSWICH CENTRAL REDEVELOPMENT**

This is a report concerning the status of the retail leasing program for the Ipswich Central Redevelopment.

RECOMMENDATION

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

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

3. **MINISTERIAL EXEMPTION RETAIL LEASING - IPSWICH CENTRAL REDEVELOPMENT**

This is a report concerning the ministerial exemption for the Ipswich Central redevelopment's retail leasing program and its associated reporting regime.

RECOMMENDATION

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

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

4. **TENDER CONSIDERATION PLAN - APPOINTMENT OF RETAIL LEASING AGENT, NICHOLAS ST - IPSWICH CENTRAL PROJECT**

This is a report concerning the Tender Consideration Plan ("TCP") for the appointment of a retail leasing agent for ongoing services for the Nicholas St – Ipswich Central Project (the "Project").

A TCP is proposed for adoption by Council under the provisions of Section 230 of the *Local Government Regulation 2012*. This section provides Council with the

ability to procure medium-sized and large-sized contracts without conducting a tender process. The legislation requires that Council resolve to prepare a TCP and prepare and adopt the plan.

At its 19 May 2020 meeting, the General Purpose Committee considered a paper entitled 'Tender Consideration Plan – Appointment of a Retail Leasing Agent' by the Project Manager dated 6 May 2020 and resolved to support Recommendation A to prepare a Tender Consideration Plan for the appointment of a Retail Leasing Agent, to remove Recommendations B, C and D, and request a future report be provided to Council on this matter.

Ranbury Property Services (Pty Ltd) ("Ranbury") has been the retail leasing agent for the Project since early 2019 with the latest agreement with Council expiring on 30 March 2020. To ensure consistency in the delivery of the Project's leasing strategy and to maintain market confidence in relation to the leasing opportunities and the broader Project, a detailed TCP has been prepared which details the reasons for Council not undertaking a full tender process for the appointment of a retail leasing agent and recommends the reappointment of Ranbury.

The proposed contractual arrangements with Ranbury in regards to leasing have been changed from the original agreement following expert advice on standard industry practise. These changes are identified in the commercial in confidence terms of engagement attached to this report (refer Confidential Attachment 3). Fundamentally, the changes maintain Council's overall projected expenditure but reduce the risks to Council in respect of the timing of payments to Ranbury in terms of executing contractually binding lease agreements with tenants.

The attachment/s to this report are confidential in accordance with section 275(1)(e) of the *Local Government Regulation 2012* – "contracts proposed to be made by it".

The attachments include commercial in-confidence information.

RECOMMENDATION

Moved by Mayor Teresa Harding:

Seconded by Councillor Kate Kunzelmann:

That the report not be considered.

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

5. IPSWICH CENTRAL REDEVELOPMENT - RETAIL AND COMMERCIAL PROPERTY STRATEGY

This is a report concerning the Ipswich Central Redevelopment retail and commercial property development and divestment strategy.

On 28 October 2019 the Interim Administrator adopted the development strategy as detailed in this report. This approved Council to invest in the staged development of the retail assets owned by Council in the Ipswich Central redevelopment area. The report from 28 October 2019 is attached (Attachment 1).

This report now seeks endorsement of the Interim Administrators decision by the Council.

The attachment/s to this report are confidential in accordance with section 275(1)(h) and (e) of the *Local Government Regulation 2012* – “other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage and contracts proposed to be made by it”.

The attachments include commercial in-confidence information.

RECOMMENDATION

Moved by Councillor Nicole Jonic:

Seconded by Councillor Russell Milligan:

That the Ipswich Central Redevelopment Retail and Commercial Property Strategy as adopted by the Interim Administrator at the Council Ordinary Meeting of 28 October 2019 be endorsed by Council.

MOVE INTO CLOSED SESSION

It was moved by Mayor Teresa Harding and seconded by Councillor Kate Kunzelmann that in accordance with section 275(1)(h) and (e) of the *Local Government Regulation 2012*, the meeting move into closed session to discuss the commercial terms for Item 5 titled Ipswich Central Redevelopment – Retail and Commercial Property Strategy.

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

The meeting moved into closed session at 1.12 pm.

MOVE INTO OPEN SESSION

It was moved by Councillor Kate Kunzelmann and seconded by Mayor Teresa Harding that the meeting move into open session.

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

The meeting moved into open session at 1.39 pm.

RECOMMENDATION

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

That the Ipswich Central Redevelopment Retail and Commercial Property Strategy as adopted by the Interim Administrator at the Council Ordinary Meeting of 28 October 2019 be endorsed by Council.

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

ADJOURN MEETING

Mayor Teresa Harding moved that the meeting be adjourned at 1.41 pm to reconvene at 1.46 pm.

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

The meeting reconvened at 1.49 pm.

6. NICHOLAS STREET PLACE ACTIVATION PLAN - IPSWICH CENTRAL REDEVELOPMENT

This is a report concerning the Place Activation Plan as a deliverable for the Nicholas Street Precinct redevelopment.

This plan sets the expectation of a coordinated and strategic approach to the placemaking and activation for the Nicholas Street Precinct.

The plan establishes the approach for placemaking and activation of the precinct, driving traffic to the CBD and supporting each stage of the development as it is completed.

RECOMMENDATION

Moved by Councillor Kate Kunzelmann:

Seconded by Councillor Russell Milligan:

- A. That the Place Activation Plan be received and considered for endorsement.**
- B. That the Events, Activation and Placemaking sub-working group finalise the resourcing, framework and budget required to implement this plan and present this at a future meeting of the Ipswich Central Redevelopment Committee.**

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

7. COMMONWEALTH HOTEL RECONSTRUCTION - IPSWICH CENTRAL REDEVELOPMENT

This report relates to the nomination of a Preferred Tenderer for the CEO to progress final negotiations with to enter into a Construction Contract for the Commonwealth Hotel Reconstruction Project. The CEO, through the General Manager Coordination & Performance, will work with the Preferred Tenderer to formally enter into a Contract.

The attachment/s to this report are confidential in accordance with section 275(1)(c), (e), (h) of the *Local Government Regulation 2012* – the local government’s budget, contracts proposed to be made by it and other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

The attachments include matters relating to Council's budget and commercial in-confidence information.

RECOMMENDATION

Moved by Councillor Kate Kunzelmann:

Seconded by Councillor Russell Milligan:

- A. That Tender No. 14518 for the Commonwealth Hotel Reconstruction be awarded to Built Qld Pty Ltd (ABN 43 108 064 099).**
- B. That Council enter into a contract with Built Qld Pty Ltd (ABN 43 108 064 099) for the Commonwealth Hotel Reconstruction for the sum of Two Million, Three Hundred and Fifty-Three Thousand, Five Hundred and Twenty-Nine Dollars (\$2,353,529 (excl GST)) for a period of 23 weeks until practical completion plus 52 weeks defects liability period.**
- C. That the Chief Executive Officer be authorised to negotiate and finalise the terms of the contract to be executed by Council and to do any other acts necessary to implement Council's decision in accordance with section 13(3) of the *Local Government Act 2009*.**

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

8. IPSWICH CENTRAL REDEVELOPMENT PUBLIC ART

The purpose of this report is to provide an update to Council on the activities conducted thus far in relation to public art for the Ipswich Central Redevelopment project.

The report details the signature sculptural art installation for the Civic Plaza titled "Standing" by Ipswich based artist Lincoln Austin.

Also attached to this report is an indigenous community consultation report that was compiled by Black Drum consulting following an indigenous community consultation process. The Black Drum report contains several recommendations including public art and other cultural aspects of the development, many of which have been adopted in the Ipswich Central Redevelopment.

RECOMMENDATION

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

That the report be received and the contents noted.

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

Milligan

NEGATIVE

Councillors:

Nil

9. **NICHOLAS STREET REDEVELOPMENT COMMUNICATIONS AND ENGAGEMENT REPORT**

This report has been produced to brief the Mayor and Councillors on all communications and engagement activity that has been undertaken by the Engagement Section in support of the Nicholas Street precinct and redevelopment since August 2019, when Council officially took over ownership of the project from Ipswich City Properties (ICP).

With a new communications and engagement strategy under development, now is the perfect time to brief the Mayor and Councillors and seek their input and ideas in regards to the delivery of this new strategy.

RECOMMENDATION

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

- A. That the report be received and the contents noted.**
- B. That Council continue to update and implement a communications and engagement strategy for the Nicholas Street Precinct as detailed in “Part 4” of Attachment 1.**

AFFIRMATIVE

Councillors:

Doyle

Harding

Jonic

Kunzelmann

NEGATIVE

Councillors:

Nil

Milligan

PROCEDURAL MOTIONS AND FORMAL MATTERS

The meeting commenced at 12.20 pm.

The meeting closed at 2.29 pm.

Doc ID No: A6302707

ITEM: 16.1
FROM: COUNCILLOR RUSSELL MILLIGAN
RE: NOTICE OF MOTION - IPSWICH COMMUNITY CAT PROGRAM
DATE: 17 JUNE 2020





This is a notice of motion submitted by Councillor Russell Milligan concerning an Ipswich Community Cat Program.

Councillor Milligan gave notice of his intention to move the following motion at Council's Ordinary Meeting of 30 June 2020:

MOTION:

That a report be prepared for consideration at the General Purposes Committee scheduled for 21 July 2020 on the feasibility of Council supporting an Ipswich Community Cat Program as proposed by the Australian Pet Welfare Foundation.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Background Information to support the Notice of Motion  
2.	Funding Proposal for Community Cat Program from Australian Pet Welfare Foundation - June 2020  

Background Information to support Notice of Motion for Ipswich Community Cat Program:

On 29 May 2020, Councillors Milligan, Kunzelmann, Fechner and Madsen received a briefing from Dr Jacquie Rand of the Australian Pet Welfare Foundation (APWF) regarding a proposal for a Community Cat Program to operate in conjunction with Ipswich City Council.

According to APWF, over time, the program would reduce Ipswich's unowned cat population, the cat intake at the Ipswich Pound and the cat euthanasia rate.

Dr Rand has offered further briefings to any interested councillors, either in person or by Skype.

FUNDING PROPOSAL | IPSWICH CITY COUNCIL
COMMUNITY CAT PROGRAM

Funding Proposal IPSWICH CITY COUNCIL Community Cat Program



June 2020



FUNDING PROPOSAL | IPSWICH CITY COUNCIL
COMMUNITY CAT PROGRAM

Australian Pet Welfare Foundation is seeking funding and support for a ground-breaking local Community Cat Program for the City of Ipswich.

Executive Summary

- City of Ipswich's current **approach for managing stray cats** is **costly** (in excess of \$1 million each year) and relies on an out-dated approach that: (1) is **not effective** in reducing the overall number of strays in the community; and (2) **does not reflect community views** about the management of strays.
- Any healthy stray kittens/cats that are caught and cannot be adopted are currently euthanased (i.e. **'catch, adopt or kill'**). Only 24% of surveyed Ipswich residents support this method of management, while **94% of Ipswich residents support an alternative approach** - desexing and returning healthy cats to where they live. This alternative (known as a **'Community Cat Program'**) has been shown overseas to be significantly more effective in reducing cat-related complaints, reducing biosecurity risks and reducing the overall number of strays over time.
- The Australian Pet Welfare is leading a **collaborative, evidence-based project** to confirm the effectiveness of this approach in the Australian context. This program has the support of **20 national and international industry partners** (including University of Queensland, four other Australian universities, RSPCA Queensland, Greencross and MSD Animal Health) and has already secured the necessary permits from Biosecurity Queensland.
- While discussions are currently underway with other councils around Australia, **City of Ipswich is the preferred 'flagship site'** for this research. This will only be possible through close collaboration and support from the City of Ipswich.
- This proposal seeks the **support and investment** of the Ipswich City Council through:
 - Funding of \$30,000 each year (for the five years of the program), as a partial contribution towards research resourcing costs
 - Additional support through:
 - A City of Ipswich seconded part-time community liaison officer (or \$40,000 additional project funding per year); and
 - In-kind support for community communication, assistance with transport of cats and microchips.
- This project is expected to deliver **significant community and financial benefits** for the City of Ipswich, including:
 - ✓ Direct investment of more than \$1.7 million from partners in desexing, vaccines, parasite control, project management, research and reporting costs
 - ✓ Reduction in cat-related complaints (down 50% from current levels of 200 per year)
 - ✓ Reduction of recurring annual cat management costs (up to \$500,000 per year)
 - ✓ Significantly reduced cat impoundments and euthanasia (down 30-70% over 3 years)
 - ✓ Reduced bio-security risks from free-roaming undesexed cats
 - ✓ Saving of approximately \$1 million in infrastructure costs for the proposed new animal shelter (due to reduced need for space).

This program will gain the City of Ipswich national and international recognition as a leader in effective urban cat management. It better aligns with community preferences and priorities for local cat management, and will significantly reduce the number of stray cats and the problems they currently cause.

**FUNDING PROPOSAL | IPSWICH CITY COUNCIL
COMMUNITY CAT PROGRAM**

Contents

1. Overview
2. Project objectives for ICC
3. About the Australian Pet Welfare Foundation (APWF)
4. Current context (Animal management in the City of Ipswich)
5. Community views
6. International and Australian evidence and research
7. Project approach and milestones
8. Proposed contribution from ICC
9. Benefits for the City of Ipswich
10. Alternative options
11. Appendices: (1) Research aims; (2) Ipswich community survey results; (3) Impact of desexing program on shelter intake and euthanasia; (4) Industry partners

1. Overview

- The Australian Pet Welfare Foundation is offering the City of Ipswich the opportunity to lead Australia in effective management of urban cats through a targeted campaign of high-intensity desexing.
- As part of this Community Cat Program, urban stray cats will be captured, desexed, vaccinated, microchipped and treated for parasites. Socialised cats and kittens will be adopted whenever possible, while unsocialised but healthy cats are returned to their original location. This will be coupled with community messaging on practical implementation of responsible cat caring behaviours.
- The research will involve assessing the impact of this program on a range of measures of interest to both councils and the community (see Appendix 1 - Research aims).
- In addition to significant financial and community benefits across Ipswich (see section 9), the research findings will be published in international journals and promoted widely. This will include recognising the leadership and support of the City of Ipswich.

2. Project objectives for ICC

1. Reduce City of Ipswich annual costs associated with cat management
2. Reduce euthanasia of healthy and treatable cats impounded by the City of Ipswich from a current 14% to less than 5% over 3 years
3. Reduce cat-related complaints to the Ipswich Council by more than 50% from the current 200 per year
4. Reduce costs associated with cat facilities at the new shelter
5. Position the City of Ipswich as the leading council in Australia for urban cat management.

3. About the Australian Pet Welfare Foundation (APWF)

- The Australian Pet Welfare Foundation is the peak research body and advocate for pet welfare in Australia. As a not-for-profit organisation, APWF specialises in evidence-based solutions for saving the lives of pets and people.
- APWF is led by Emeritus Professor Jacquie Rand, who has worked extensively in shelter research over the last 14 years, including collaborative studies with the RSPCA and the Animal Welfare League. Over that time, RSPCA Qld's euthanasia rate for cats has decreased from 58% to 15%, and they are leading Australian RSPCAs in saving cats.
- Professor Rand has a long track record in delivering industry-relevant research outcomes and has authored over 115 journal articles, 118 abstracts, and 42 book chapters, and is editor of three books.

**FUNDING PROPOSAL | IPSWICH CITY COUNCIL
COMMUNITY CAT PROGRAM**

4. Current context (Animal management in the City of Ipswich)

- Management of cats by the Ipswich City Council (ICC) is currently costly.
 - The RSPCA contract to manage impounded dogs and cats costs approx. \$2.1 million per year (approx. \$500/dog or cat managed) with approximately half the estimated costs being due to cat impoundments.
 - Any healthy stray cats that cannot be adopted are euthanased.
 - Other costs to ICC are associated with managing cat-related complaints (approx. 200 per year) by Animal Management Officers (in excess of 200 hours/year), and providing trap cages (500 requests/year).
- The City of Ipswich impounded 1,896 cats in 2019 (9.5 cats/1000 residents). Total cat intake into RSPCA shelters from the City of Ipswich is approximately 3220 cats/ year (16 cats/1000 residents), which includes stray and owned cats brought directly to the shelter, in addition to impounded cats from the council. These rates are higher than the Australian average, due to a higher number of free roaming cats in Ipswich.
- Free-roaming cats, cat impoundments and cat-related complaints are commonly higher in socioeconomically disadvantaged suburbs where desexing is unaffordable and many of the properties are rented (making cat confinement difficult and unaffordable).
 - Cost of desexing, microchipping and vaccination for a female cat is typically in excess of \$300
 - Cost of a cat proof enclosure or other cat containment system is typically \$1,000-\$2,000
 - Some suburbs such as Rosewood have 250% higher cat impoundments than average for Australia. Median personal weekly income in Rosewood is \$514, and 25% of households live on less than \$650/week (average number of people in household = 2.5)
- Stray cats comprise 98% of the impoundments managed under the RSPCA contract and the majority (>80%) of cats entering RSPCA shelters from the City of Ipswich
- Kittens (< 4 months of age) comprise 43% of impounded cats and 41% of RSPCA admissions from the City of Ipswich.
- Return to owner rates are 10% for impounded cats, and 9% overall for all cats admitted to RSPCA shelters from the City of Ipswich. In Victoria, reclaim rates of 30-60% are being achieved by some councils.
- Euthanasia rates are 14% for impounded cats, and 18% overall for all cats admitted to RSPCA shelters from the City of Ipswich
- Free-roaming cats pose a biosecurity risk to the health of humans and pets. Undesexed free roaming cats also negatively impact Ipswich's social amenity and generate complaints to council by fighting at night and soiling property.
- The current method of cat management is also contributing to mental health damage of shelter staff tasked with killing healthy cats and kittens. Mental health disorders including post-traumatic stress disorders and increased suicide risk are documented in shelter and animal control staff tasked with killing healthy and treatable animals (Frommer 1999, Rohlf & Bennett 2005, Reeve 2005, Baran 2009, Scotney et al. 2015, Tiesman 2015).
- The current animal facilities are old and are flood prone. There is an expectation under the RSPCA contract that these will be replaced by new facilities at a more appropriate site. The estimated cost in 2016-17 was approximately \$5 million.

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5. Community views

- Only 24% of residents surveyed in Ipswich are supportive of using euthanasia to manage stray cats which cannot be readily adopted; 94% are supportive of desexing and returning healthy cats to where they live. (This was based on a doorknocking survey in the area, conducted pre-COVID19 in early 2020; see Appendix 2 - Ipswich survey results)
- This aligns with similar Australian community sentiment research. An Australia-wide survey in 2015 with 1239 respondents¹ asked the question:
"Overseas, programs exist where stray suburban cats are captured, desexed (spayed/neutered), then returned to where they were captured. These programs have been shown to reduce the number of complaints about these cats and to reduce the numbers of stray cats and kittens put to sleep in shelters. Would you support a trial project like this in a specified area near you?"
82% of respondents said **YES**. This was despite 70% saying they believed cats had a negative effect on wildlife in their area (24% said this for dogs).
- A study from residents in the Brisbane City Council area, found that 78% of people preferred non-lethal management methods based on desexing and returning stray cats, and only 18% preferred the current method based on trapping and killing most trapped cats (Rand et al. 2019).

6. International and Australian evidence and research

- Published reports from North America and Europe clearly demonstrate that desexing and adopting or returning urban stray cats to their original location markedly reduces cat-related complaints and euthanasia rates in shelters and pounds (Levy 2014 - see Figure Appendix 3, Spehar & Wolf, 2017, 2018a, 2018b, 2019). An adult cat desexing target of about 54% gives effective change. Returning adult cats also prevents a "vacuum" effect, where removed cats are rapidly replaced by cats from surrounding areas if the majority of adult cats are removed, instead of being returned.
- Further supporting the return of stray cats to their original location is that in most cases, they are being cared for by someone who does not perceive themselves as the owner (termed a semi-owner). Research shows that 3-9% of the adult Australian population feed daily, one or more cats they do not consider they own. (Rand 2019, Zito 2015)
- Over time, colonies managed by desexing, adopting or returning, decrease in size with a 30% reduction in numbers of cats reported from two Australian studies over 2 years and 50% over 5 years (Tan 2017, Swarbrick 2018). Euthanasia is reduced by approximately 80% over 2 to 3 years.
- A free desexing program targeted at cat owners and semi-owners (who agree to become owners) in the City of Banyule, Victoria, reduced cat impoundments from 6.3 cats to 1.7 cats/1000 residents over 7 years. Fewer cats were desexed than is proposed for the City of Ipswich, unowned cats could not be desexed because of Victorian legislation, and targeting to high intake areas only occurred in half of the 7 year program, hence a slower reduction occurred in cat impoundments than is anticipated with the City of Ipswich program.

7. Project approach and milestones

- Project activities within the City of Ipswich will involve two key phases of activity over a period of five years:

¹ Unpublished data, Franklin

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1. Conducting a 'location pilot' in Rosewood, to refine methods and document the benefit to council and the community
 2. Roll out across the City of Ipswich to achieve broader benefits and impact.
- Throughout this period, insights would be shared regularly with ICC to help inform policy and funding decisions.
- Data will be collected in multiple fields of research over the duration of the project to evaluate and report on its impact. This will be undertaken by a diverse and expert multidisciplinary international team of researchers, including veterinarians, ecologists, economists, shelter experts, psychologists, infectious disease experts, animal behaviour, welfare and ethics, and biosecurity representatives (see Appendix 4 - Industry partners).
 - While Community Cat Programs have proven to be effective and cost-efficient overseas, matters are complicated in Australia by complex procedural requirements under existing legislation. Australian Pet Welfare Foundation has successfully navigated the challenging process of securing various required permits through The University of Queensland and Biosecurity Queensland - a first for Australia. No procedural or legal barriers are anticipated in association with the research.
 - APWF and Emeritus Professor Rand will assume overall project delivery responsibility and undertake the following to ensure the success of the project and its value for ICC:
 - a. Animal ethics approvals for the project and compliance with reporting conditions
 - b. Biosecurity Permit secured for handling restricted matter (Permit holder – The University of Qld) and compliance with conditions
 - c. Support from corporate partners to assist with cash and in-kind funding for the project, and ongoing reporting on project progress
 - d. Engagement with collaborating veterinary practices undertaking desexing, and provide them with standard operating procedures and training for handling unsocialised cats and restricted matter
 - e. Development of Standard Operating Procedures and Guidelines and provision to council staff for trapping and return of cats
 - f. Material for community messaging about the program, and responsible cat caring behaviours
 - g. Oversight of the operations and research components of the program.
 - A series of collaborative working groups have already been established. Representatives of ICC would be welcome to join one or more of these groups.
 - A report summarising the progress of the project will be provided every six months, including numbers of cats desexed, data collected relating to the various aims of the project, data analysis and writing of reports for publication. (NB. all published scientific papers emanating from the project, and talks reporting data, will recognise the contribution of the City of Ipswich.)
 - Baseline data collection is already underway in Rosewood, with the placement of motion detecting cameras to determine free-roaming cat numbers. In the absence of any delays, and pending approval of this proposal, the following milestones are anticipated:

December 2020	Preliminary results from community surveys (Rosewood)
July 2021	Year 1 impact results for numbers of cats impounded, reclaimed and euthanased, and cat-related complaints
January 2021	Preliminary results of the "location pilot" and refining methodology Recommendations re. broader roll out across Ipswich

**FUNDING PROPOSAL | IPSWICH CITY COUNCIL
COMMUNITY CAT PROGRAM**

Proposed contribution from ICC

To support City of Ipswich as the flagship project site, the following funding and support is requested:

- \$30,000 funding to Australian Pet Welfare Foundation per annum from July 1, 2020 for the five years of the program.
- Secondment of City of Ipswich half-time community liaison officer to assist in project delivery for the five years of the program. Alternately the City of Ipswich can opt to provide an additional \$40,000 of funding per annum.
- Use of trap cages for cats (APWF will provide 22 trap cages for the project)
- Assistance with transport of cats to the participating veterinary practices and return to residents
- Assistance with community information messaging about the program and responsible cat caring behaviours
- 2000 microchips (not inclusive of registration) valued at \$10,000

8. Benefits for the City of Ipswich

The Community Cat Program will reduce stray cats and the problems they create (including the financial burden of ongoing management). It is expected that this will include the following community outcomes and financial benefits for the City of Ipswich:

- a. Investment of more than \$1.7 million over five years in the most disadvantaged areas of Ipswich. For example, Greencross will invest \$500,000 in desexing over 4 years and MSD Animal Health will contribute \$200,000 in vaccines and parasite control.
- b. Contribution from APWF of more than \$500,000 in project management and research staff costs. It will coordinate the operation and research components of the project. This includes overseeing collection, analysis and publication of data designed to evaluate the effect of targeted desexing of over 3000 cats in the City of Ipswich
- c. Decreased cat intake by 30%-70% over 3 years with 600-1300 fewer impoundments per year, and 1000-2000 fewer cat admissions from the City of Ipswich to RSPCA shelters
- d. Increased numbers of microchipped cats, and improved owner reclaim rate of impounded cats
- e. Potential savings in the order of \$250,000-500,000/year with next RSPCA contract.
- f. Potential savings of \$1 million on cat housing in the new shelter (reported estimated cost in 2016-17 was \$5 million).
- g. Additional benefits due to the reduced stray cat numbers and increased proportion of desexed cats:
 - Markedly reduced cat-related calls and cat trapping.
 - Less nuisance behaviours, such as roaming, spraying, fighting, noise and property damage.
 - Decreased risk of disease to residents and pets.
 - Decreased wildlife predation.
- h. Increased responsible cat-caring behaviours by residents.
- i. Better alignment of ICC approach with community values and views.

City of Ipswich could be the first council in Australia to get to less than 5% euthanasia of cats. The council would be recognised as a leader in urban cat management in

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international research publications emanating from the project, and in national and international research presentations.

9. Alternative options

- If this funding proposal is not approved, the 'location pilot' at Rosewood will proceed; however, APWF will pursue opportunities with other councils to act as the flagship site for a city wide program.
- For ICC, in terms of alternative options for animal management, there are two available:
 1. Continuing the current approach; and
 2. High intensity culling.
- Continuing **Ipswich City Council's current approach** will not result in substantial improvements in cat impoundments or costs. Euthanasing impounded cats that are not adoptable removes approximately 5% of the urban stray cat stray population annually, but these cats are rapidly replaced because of the high reproductive rate of cats, resulting in the same number of kittens and cats the following year.
- Alternative management such as **high intensity culling** is theoretically effective in reducing cat populations, but is highly cost prohibitive and usually controversial.
 - To be effective, 30% to 50% of the population needs to be culled every 6 months for more than 10 years (Boone et al 2019)
 - In a city of 200,000 residents, approximately 6,000 cats would need to be killed in first year, which requires killing 15 times more than being currently killed in the City of Ipswich
 - The cost in the first year would be \$1.5 - \$3 million (\$250-500/cat)
 - Larger animal holding facilities would need to be built to house cats for the mandated holding period
 - There are no reports of high intensity culling in western countries being implemented, because it is not acceptable to the community, and is cost prohibitive.

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Appendix 1. Research aims

The project aims to investigate outcomes of a Community Cat program targeted to suburbs of high cat impoundments in the City of Ipswich, and will include owned, semi-owned and unowned cats. A focus will, where possible, be to convert semi-owners of un-desexed cats to owners of desexed cats and to increase responsible cat caring behaviours.

Measures include:

1. intake and euthanasia rates of cats and kittens in council pounds and animal welfare organisation shelters
2. mental health and job satisfaction of pound/shelter staff and volunteer animal carers
3. proportion of semi-owned cats that become owned, changes in strength of the human-cat bond, and the impact on responsible cat caring attitudes and behaviours, including containment
4. cat-related complaints received by councils and changes in community attitudes to urban stray cats
5. costs and benefits, compared to traditional methods of cat management, for councils and shelters
6. prevalence of infectious diseases in owned, semi-owned and unowned cats
7. population size and density of free-roaming urban stray cats
8. wildlife predation and cat roaming behaviours

Appendix 2. Ipswich community survey results

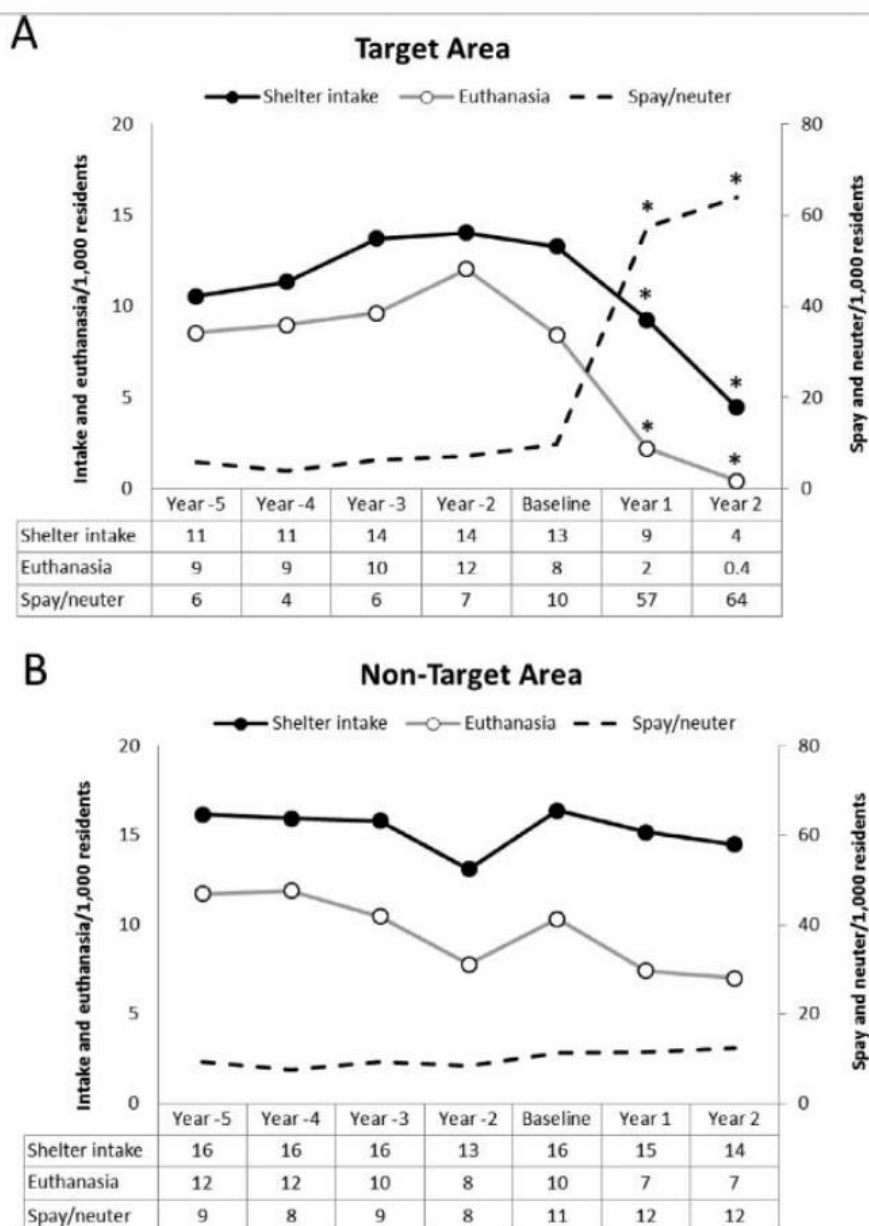
Results to date of a 2020 survey of Ipswich residents (data were obtained by door knocking prior to COVID 19):

	If the following two methods of cat management were equally effective in decreasing unowned stray cat numbers over time and the problems they cause, how strongly would you support or approve of these two methods of control for healthy cats that cannot be readily adopted? Please rank them on a 5-point scale from strongly approve to strongly disapprove.	
	(a) Catching and humanely euthanasing unowned stray cats that cannot be readily adopted.	
	Proportion of respondents (%)	
Extremely supportive		24
Somewhat supportive		0
Neutral		6
Somewhat unsupportive		6
Extremely unsupportive		65
	(b) Catching, desexing, vaccinating and returning the healthy stray cats to where they live.	
	Proportion of respondents (%)	
Extremely supportive		82
Somewhat supportive		12
Neutral		0
Somewhat unsupportive		0
Extremely unsupportive		6

**FUNDING PROPOSAL | IPSWICH CITY COUNCIL
COMMUNITY CAT PROGRAM****Appendix 3. Impact of desexing program on shelter intake and euthanasia** (Levy et al, 2014)

Impact on cat intake and euthanasia of desexing 2,366 cats over 2 years in target area, with adoption of social cats and kittens. 60 cats/1000 residents were desexed, which represented 54% of unowned cats. In the non-target area, 8 cats/1000 residents were desexed by community groups using a non-targeted approach.

Results: Intake was 3.5 times higher in non-target area (14 cats versus 4 cats/1000 residents). Euthanasia was 17.5 times higher in non-target area (7 cats/1000 residents versus 0.4 cats/1000 residents) Levy 2014. *The Vet J*



FUNDING PROPOSAL | IPSWICH CITY COUNCIL
COMMUNITY CAT PROGRAM

Appendix 4. Industry partners

The research is supported by the following national and international industry partners:

- **5 major Australian universities** (Queensland, New South Wales, Sydney, Adelaide and La Trobe)
- **11 Australian welfare and rescue groups** (RSPCA Qld, RSPCA NSW, RSPCA SA, RSPCA Vic, AWL Australia, AWL Queensland, Maneko Neki, Cheltenham Cat Rescue, PetRescue, Sydney Dogs' and Cats' Home, Australian Pet Welfare Foundation)
- **2 veterinary care and pharmaceutical companies**, (Greencross, MSD Animal Health)
- **2 international partners**, Neighborhood Cats, Dr John Boone (Great Basin Bird Observatory, Nevada)

Appendix 5. References

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COMMUNITY CAT PROGRAM

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Doc ID No: A6310216

ITEM: 16.2

FROM: COUNCILLOR NICOLE JONIC

RE: NOTICE OF MOTION - REPEAL OF COUNCIL DECISION REGARDING THE 40KM/H
SCHOOL ZONE ON AUGUSTA PARKWAY, AUGUSTINE HEIGHTS

DATE: 17 JUNE 2020

This is a notice of motion submitted by Councillor Nicole Jonic concerning the repeal of a previous decision to remove the 40km/h school zone on Augusta Parkway, Augustine Heights.

Councillor Nicole Jonic gave notice of her intention to move the following motion at Council's Ordinary Meeting of 30 June 2020:







MOTION

That Recommendation C (outlined below) of Item 8 of the Growth and Infrastructure Committee Report No. 2019(11) of 12 November 2019, resolved at the Council Ordinary Meeting held on 19 November 2019, be repealed:

Recommendation C from previous Officer's Report

"That Council remove the existing 40km/h school zone on Augusta Parkway, Augustine Heights in the vicinity of St Augustine's College based on a reassessment of the site following recent changes to the 'School Environment Safety Guidelines' as outlined in the report"

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Officer's Report from Growth and Infrastructure Committee regarding review of Several School Zones across the City  
1.1	Goodna Special School Peak Time Observations  
1.2	Hymba Yumba Indigenous Community Peak Times Observations  

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Doc ID No: A5824701

The Chairperson has determined this matter is of real urgency and approval has been given to refer this report to the Growth and Infrastructure Committee as a late item.

ITEM: 8

SUBJECT: REVIEW OF SEVERAL SCHOOL ZONES ACROSS THE CITY

AUTHOR: SENIOR TECHNICAL OFFICER (TRAFFIC)

DATE: 31 OCTOBER 2019

EXECUTIVE SUMMARY

This is a report concerning the requests to implement a 40 km/h school zone for the Goodna Special School and the Hymba Yumba Indigenous Community Hub as well as a review of the existing school zone for St Augustine's College on Augusta Parkway.

RECOMMENDATION/S

That the Interim Administrator of Ipswich City Council resolve:

- A. That Council not install a 40 km/h school zone on Queen Street, Goodna in the vicinity of Goodna Special School based on an assessment of the site, as outlined in Attachment 1.
- B. That Council not install a 40 km/h school zone on Springfield Parkway, Springfield in the vicinity of Hymba Yumba Indigenous Community Hub based on an assessment of the site, as outlined in Attachment 2.
- C. That Council remove the existing 40 km/h school zone on Augusta Parkway, Augustine Heights in the vicinity of St Augustine's College based on a reassessment of the site following recent changes to the 'School Environment Safety Guidelines' as outlined in the report.

Comments from Interim Management Committee

The Interim Administrator thanked the Infrastructure and Environment Department for preparing the report and undertaking the appropriate analysis.

The Interim Administrator queried what the implications would be if Council did adopt a 40 km/h school zone for the Goodna Special School and Hymba Yumba Indigenous Community Hub.

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The Manager, Infrastructure Strategy commented that it was not a question of reducing speed and causing congestion it was about safety. In terms of the manual, if there is a safety or risk involved then there shouldn't be an issue with reducing the speed for peak times. Steve Greenwood from the Interim Management Committee queried whether the guidelines take into account the fact that Goodna is a special school or that the Hymba Yumba school has been built on an inappropriate site.

Simone Webbe from the Interim Management Committee queried that if the school community is asking for the reduced school zone and the fact that it had been elevated to federal members, why would we not consider it.

STATEMENT OF REASONS

The Interim Administrator resolved to proceed with installing a 40 km/h school zone on Queen Street, Goodna in the vicinity of Goodna Special School and on Springfield Parkway, Springfield in the vicinity of Hymba Yumba Indigenous Community Hub for the following reasons:

Over recent years, Council has received several requests from community members as well as MPs and the State Government to consider implementing a 40 km/h school zone along the frontage of the Goodna Special School, located along Queen Street, Goodna.

Some students at the Goodna Special School don't have the same cognitive awareness as students attending other schools (i.e. students can often be unpredictable and may venture out onto the road) and due to the special needs of these students it is considered prudent and appropriate to apply the 40 km/h school zone.

Council has also received requests from the Principal and community members to consider implementing a 40 km/h school zone in the vicinity of Hymba Yumba Indigenous Community Hub, located along Springfield Parkway, Springfield.

During the development application for the Hymba Yumba Indigenous Community Hub, Council were advised that students attending the school would be arriving by bus with no predicted pedestrians walking to the school, as students would not be living in the vicinity of the school and that the school drop off and pick up activities occur within the school grounds with no significant school related pedestrian activity on Springfield Parkway.

It has been observed that the Hymba Yumba school is not operating as council was initially advised and that students are walking to school and that school drop off and pick-ups are occurring on Springfield Parkway which is putting both students and parents at risk.

The imposition of a 40 km/h school zone in the vicinity of these two schools would not appear to result in unacceptable congestion and delays to through traffic, whilst providing additional safety and security for students.

COMMITTEE RECOMMENDATION

That the Interim Administrator of Ipswich City Council resolve:

- A. That Council install a 40 km/h school zone on Queen Street, Goodna in the vicinity of Goodna Special School.**
- B. That Council install a 40 km/h school zone on Springfield Parkway, Springfield in the vicinity of Hymba Yumba Indigenous Community Hub.**
- C. That Council remove the existing 40 km/h school zone on Augusta Parkway, Augustine Heights in the vicinity of St Augustine's College based on a reassessment of the site following recent changes to the 'School Environment Safety Guidelines' as outlined in the report.**

RELATED PARTIES

The related parties for this report are Ipswich City Council, the Goodna Special School, The Hymba Yumba Indigenous Community Hub, St Augustines College and the Department of Transport and Main Roads.

There is no declaration of conflicts of interest regarding this report.

ADVANCE IPSWICH THEME

Caring for the community

Managing growth and delivering key infrastructure

PURPOSE OF REPORT/BACKGROUND

Over recent years, Council has received several requests to consider implementing a 40 km/h school zone along the frontage of both the Goodna Special School, located along Queen Street, Goodna and the Hymba Yumba Indigenous Community Hub, located along Springfield Parkway, Springfield. These requests were assessed in accordance with the State Government's 'School Zone Guidelines' (SZG) and were not supported. However, this guideline has recently been amended which has triggered the need for Council to re-assess the requests. In addition, it has also triggered the review of the existing school zone on Augusta Parkway, Augustine Heights for St Augustine's College.

Assessment Criteria and Other Considerations

The point of reference for all road authorities involved with, or seeking information about, traffic management and road safety at schools is the State Government's 'School Zone Guidelines' (i.e. section 3.23 of the Traffic and Road Use Management Manual). Therefore, any request for school zones are assessed in accordance with the 'School Zone Guidelines' (SZG). Although termed 'guideline' the SZG are legislated under the authority of the *Transport Operations (Road Use Management) Act 1995*, and must be applied by road authorities across Queensland roads.

One of the key criteria in the SZG for assessing the provision of installing a school zone, is the presence of significant school related activity on and beside the road. Previous observations

at both the Goodna Special School and the Hymba Yumba Indigenous Community Hub have shown that the vast majority of all school related activity is within the grounds of each school and not on and beside the road, therefore Council has been unable to support the implementation of a school zone when assessment against the SZG has been made. This has been relayed back to these two schools formally on several occasions.

However, there has recently been an alteration to the SZG, namely that a school related activity also includes vehicles entering or exiting the school property. Therefore Council has again investigated implementing a school zone outside the Goodna Special School and the Hymba Yumba Indigenous Community Hub.

Goodna Special School, Goodna

The President of the Goodna Special School P & C Association has approached The Honourable Grace Grace MP, Minister for Education and Minister for Industrial Relations about the possibility of implementing a 40 km/h school zone for the Goodna Special School. This request has then been forwarded to The Honourable Mark Bailey MP Minister for Transport and Main Roads for consideration. Subsequently, the State Government have written to Council to consider the implementation of a school zone along Queen Street, Goodna. A similar request has also been forwarded to Council by the State Member for Bundamba Jo-Ann Miller MP. It should be noted that these recent requests are not the first time Council has been asked to consider the potential installation of a school zone along Queen Street, Goodna.

Currently there is a refuge island located on Queen Street, positioned just south of the exit driveway for the main carpark. This refuge island allows pedestrians, and particularly patrons of the school, to stage their crossing across Queen Street. Council have installed fluorescent 'Children', 'Refuge Island' and 'School' warning signs on both approaches to the school boundary. In addition, there is a threshold pavement treatment with a 'SCHOOL' message on each approach to the school boundary.

It has been suggested by members of the school community that as the students don't have the same cognitive awareness as students attending other schools (i.e. students can often be unpredictable and may venture out onto the road), special consideration should be given to the implementation of a 40 km/h school zone on Queen Street, Goodna. Council has also recently been advised that the school is to undergo an expansion to cater for current and future student population growth. While no additional land will be required, a new three-storey general learning building is proposed to be constructed during the 2020 calendar year. As part of this expansion, internal upgrades to existing pick-up / drop-off areas are planned to ensure safe and efficient access to the site via school buses and private vehicles.

A Traffic Engineering Assessment (TEA) for the school's expansion has been compiled by an engineering firm. This report, which primarily assesses the traffic impact by the development, states that traffic generated from the development is not expected to have a significant adverse impact on the operation of the surrounding road network. The TEA states that provision of a school zone may not be warranted by the SZG but considering the special needs of students it is considered appropriate. The TEA also confirms the decision

whether to implement a school zone rests with the road authority (i.e. Council) in consultation with the school community and relevant authorities.

An investigation of the school operations was undertaken during the school peak periods at the Goodna Special School on 7 June 2019. Council has undertaken a comprehensive review of the data collected which included on-site investigations, road hierarchy, crash data and vehicle volumes and vehicle travel speeds. A full report and associated findings can be found in Attachment 1 of this report.

As noted in Attachment 1, site observations at Goodna Special School confirmed that all school related activity is within the school grounds and not on and/or beside the road. The recent SZG amendment (i.e. vehicles entering or exiting the school property) has also been included in the assessment of whether a school zone may be appropriate for these schools. In addition, even though Queen Street is an arterial road, the average speed which vehicles are travelling at is well below the posted speed limits of 60km/h. It should also be noted that no reported crashes have occurred in vicinity of the school.

Following comprehensive review of the assessment criteria and consideration of the abovementioned observations and supporting information (as detailed in the Attachment 1 to this report), it is proposed that implementation of a school zone on Queen Street is not required.

Hymba Yumba Indigenous Community Hub, Springfield

Representatives from the Hymba Yumba Indigenous Community Hub have approached Ipswich City Council about the possibility of implementing a 40 km/h school zone along Springfield Parkway, Springfield in the vicinity of the school. It should be noted that this is not the first request to Council to consider the installation of a school zone along Springfield Parkway, Springfield. The Principal has previously written to Council, former Mayors and raised their concerns with the local State Member Charis Mullen MP, and the Interim Administrator, Greg Chemello. Council officers have met with the school together with Charis Mullen MP and Greg Chemello, to discuss the future road upgrade along Springfield Parkway, including their request for a school zone.

Currently there is a refuge island located on Springfield Parkway, positioned mid-way between the main entry and exit driveways for the school. This refuge island allows pedestrians, and particularly visitors and students of the school, to stage their crossing across Springfield Parkway. There is also fluorescent 'Children' and 'Refuge Island' warning signs on both approaches to the refuge island. In addition, there are fluorescent 'Pedestrian' warning signs at the refuge island itself.

It should be noted that during the development application for this school, Council were advised that students attending the school would be arriving by bus with no predicted pedestrians walking to the school, as students would not be living in vicinity of the school. The school drop off and pick up activities occur within the school grounds with no significant school related pedestrian activity on Springfield Parkway.

An investigation of the school operations was undertaken during the school peak periods at the Hymba Yumba Indigenous Community Hub on 19 September 2019. Council has undertaken a comprehensive review of the data collected which included on-site investigations, road hierarchy, crash data and vehicle volumes and vehicle travel speeds. A full report and associated findings can be found in Attachment 2 of this report.

As noted in Attachment 2, site observations at Hymba Yumba Indigenous Community Hub confirmed that all school related activity is within the school grounds and not on and/or beside the road. The recent SZG amendment (i.e. vehicles entering or exiting the school property) has also been included in the assessment of whether a school zone may be appropriate for these schools. In addition, even though Springfield Parkway is a sub-arterial road, the average speed which vehicles are travelling at is well below the posted speed limits of 70km/h. It should also be noted that no reported crashes have occurred in vicinity of the school.

Following comprehensive review of the assessment criteria and consideration of the abovementioned observations and supporting information (as detailed in the Attachment 2 to this report), it is proposed that implementation of a school zone on Springfield Parkway is not required.

St Augustine's College, Augustine Heights

There are a number of school zones associated with St Augustine's College, located at Augustine Heights. Notably, the school zone along Augusta Parkway was initially installed prior to the arterial road being duplicated. The school zone was installed when Augusta Parkway was a single lane, two way carriageway as there was significant school related activity on and beside the road. However, once the duplication of Augusta Parkway occurred, stopping of vehicles has been prohibited due to the on road cycle lane and parking restrictions in place. The duplication also included pedestrian actuated traffic signals to allow the safe crossing of Augusta Parkway by pedestrians in close proximity to the school. The pedestrian traffic signals are considered a very safe means of crossing for children who attend the school.

Given the above mentioned changes, resulting in very limited school related activity on or beside the road along Augusta Parkway and changes to the SZG, it was considered that this existing school zone should be reviewed.

Regarding St Augustine's College, one of the key criteria in the SZG for assessing the provision of installing a school zone, is the presence of significant school related activity on and beside the road. The vast majority of all school related activity is on St Augustine's Drive and not on Augusta Parkway. In addition, there are no direct access points (i.e. driveways) to the school from Augusta Parkway. Therefore the amendment to the SZG of vehicles entering or exiting the school property isn't considered relevant.

Based on the above, it is proposed that the existing school zone on Augusta Parkway is not required and should be removed. It should be noted that Augusta Parkway has enhanced school zone signs in place which were implemented by the Department of Transport and

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Main Roads (TMR). Should this 40 km/h school zone be removed, TMR, as well as St Augustine's College will need to be advised of this decision to remove the school zone.

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:
Transport Operations (Road Use Management) Act 1995

It should be noted that the school zone guidelines are issued under the authority of section 166 of the *Transport Operations (Road Use Management) Act 1995*. Although titled a 'guideline', these are considered as 'approved notices' under section 166 (2) of the Act. The design of, and the methods, standards and procedures in relation to every sign, signal, marking, light or device, which is contained in the guidelines are considered as official traffic signs under and within the meaning of the Act. These devices are erected by the Department of Transport and Main Roads and local governments for the purpose of regulating, warning or guiding traffic on the road system in the state of Queensland.

RISK MANAGEMENT IMPLICATIONS

There is a risk that Council may come under scrutiny if a school zone is not implemented and subsequently a collision with a student occurred.

Conversely, there is a risk if a school zone was implemented which is not consistent with recommendations based on an assessment undertaken in accordance with guidelines prescribed under an Act.

FINANCIAL/RESOURCE IMPLICATIONS

There are no financial / resource implications associated with this report.

COMMUNITY AND OTHER CONSULTATION

Council has had numerous discussions with representatives from both the Goodna Special School and the Hymba Yumba School concerning the proposed implementation of school zones for these schools.

Regarding the Goodna Special School expansion, a Traffic Engineering Assessment compiled by an engineering firm makes mention of several instances of students running into the traffic lanes on Queen Street during the morning and afternoon school peak periods, including two instances in 2018. Council has only ever been advised of the potential for students to run into the traffic lanes on Queen Street during the morning and afternoon school peak periods. Therefore, there appears to be conflicting messaging regarding this matter.

Prior to undertaking on site investigations, the Goodna Special School was contacted advising when observations would be taking place for a reassessment against the SZG.

Consultation has occurred with TMR officers to understand the reason for the change in the SZG.

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Consultation has occurred with the Interim Administrator regarding the three schools within this report. It should be noted that the Interim Administrator has outlined that although the assessment undertaken by Council officers for the Goodna Special School is comprehensive, the cognitive capabilities of the students should also be a major factor in the consideration of installing a 40 km/h school zone at the school. As a result, this report has been prepared and submitted for Council consideration and determination.

CONCLUSION

Council has reviewed several requests to implement a school zone along Queen Street, Goodna for the Goodna Special School and Springfield Parkway, Springfield for the Hymba Yumba Indigenous Community Hub. These requests have been comprehensively investigated utilising site visits, assessment against the School Zone Guidelines, and consideration of other criteria such as road hierarchy, crash history, vehicle volumes and vehicle speeds. The outcome of these investigations is that Council officers do not support the implementation of school zones at these two schools.

Due to several factors, a review of the existing school zone on Augusta Parkway, Augustine Heights for St Augustine's College was also undertaken. The outcome of this investigation was for this school zone to be removed.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1	Goodna Special School Peak Times Observations
2	Hymba Yumba Indigenous Community Hub Peak Times Observations

Tim Salomon

SENIOR TECHNICAL OFFICER (TRAFFIC)

I concur with the recommendations contained in this report.

Mary Torres

INFRASTRUCTURE STRATEGY AND PLANNING MANAGER

I concur with the recommendations contained in this report.

Tony Dileo

MANAGER INFRASTRUCTURE STRATEGY

I concur with the recommendations contained in this report.

Charlie Dill

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

I concur with the recommendations contained in this report.

David Farmer

CHIEF EXECUTIVE OFFICER

I concur with the recommendations contained in this report.

Item 16.2 / Attachment 1.

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Greg Chemello
INTERIM ADMINISTRATOR

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

GOODNA SPECIAL SCHOOL – TYPICAL SCHOOL PEAK OBSERVATIONS

The school has three main areas of activity, namely a staff carpark with mini-bus drop-off and pick-up capabilities, a public carpark with mini-bus and car drop-off and pick-up capabilities as well as pedestrian access and a staff carpark accessed by an internal road, refer to Attachment A for further explanation of the on site school facilities.

On-site observations were carried out during school peak times (7-9am and 2-4pm) on Friday 7th June, 2019. The results of these observations were as follows:-

7-9am

Staff Carpark

- Cars In - 10
- Cars Out – 4
- Mini-Buses In – 7
- Mini-Buses Out – 7

Public Carpark

- Pedestrian Students Only In – 1
- Pedestrian Students and Parents In – 2
- Pedestrian Parents Only Out – 2
- Cars In – 32
- Cars Out – 25
- Mini-Buses In – 3
- Mini-Buses Out – 4

Second Staff Carpark

- Cars In Public Carpark Entrance On To Second Staff Carpark Via Internal Road – 42

2-4pm

Staff Carpark

- Cars In - 1
- Cars Out – 6
- Mini-Buses In – 7
- Mini-Buses Out – 8

Public Carpark

- Pedestrian Parents Only In – 1
- Pedestrian Students and Parents Out – 2
- Cars In – 23
- Cars Out – 61
- Mini-Buses In – 2
- Mini-Buses Out – 2

Second Staff Carpark

- Cars In Public Carpark Entrance On To Second Staff Carpark Via Internal Road – 3

During these observations, it was noted that the gate in the first staff carpark was closed when a mini-bus entered. This gate then remained closed while students got on or off the bus and was only opened when the bus was about to exit the carpark. The entry and exit gates for the public and second staff carparks remained open at all times. It was noted that there was no on street school related activities along Queen Street, and this was the case for both students and teachers. There is quite an extensive area whereby on street parking or drop off is restricted, however there are opportunities on either side of the school boundary and on surrounding local streets (no vehicle activity was observed).

In addition to observing school peak activity, Council has also used additional criteria to assess the appropriateness of a 40km/h School Zone, namely:-

- Road function
- Daily vehicle volumes and average speed
- Crash history
- Sight distance issues at school driveways

Queen Street has a 60 km/h posted speed limit and has the function of an arterial in the road network. As such, Queen Street carries a significant amount of traffic given its main function is the movement of vehicles between suburbs and key activity area (and in this case connection to the Ipswich Motorway). A count conducted in October 2018 in this location has shown a daily vehicle volume of 19,081 with an average speed of vehicles travelling at 52.5 km/h.

A search of the State Government's crash database (Webcrash) for the period from 2009 – 2019 has shown there have been no reported crashes at any of these school driveways. In addition, the available sight distance at these driveways is sufficient for the 60 km/h speed limit on Queen Street (and this is supported by the crash data).



HYMBA YUMBA INDIGENOUS COMMUNITY HUB – TYPICAL SCHOOL PEAK OBSERVATIONS

The school has two main areas of activity, namely an internal bus zone as well as a staff / visitor carpark with mini-bus and car drop-off and pick-up capabilities accessed by an internal road. (Refer to Attachment A for further explanation of the onsite school facilities). Although not main areas of activity, the refuge island on Springfield Parkway and area behind western shoulder of Springfield Parkway have also been included as pedestrian options.

On-site observations were carried out during school peak times (7-9am and 2-4pm) on Tuesday 17th September, 2019. The results of these observations were as follows:-

7-9am

Main Driveways

- Cars In - 48
- Cars Out – 12
- Buses In – 5
- Buses Out – 3

Staff / Visitor Carpark via Internal Access Road

- Cars In - 42
- Cars Out – 12
- Mini-Buses In – 1
- Mini-Buses Out – 0

Pedestrian Refuge

- Pedestrian Students Only In – 0
- Pedestrian Students and Parents In – 0
- Pedestrian Teachers In - 1
- Pedestrian Parents Only Out – 0

Area Behind Western Shoulder of Springfield Parkway

- Pedestrian Students Only In – 0
- Pedestrian Students Only Out – 0

2-4pm

Main Driveways

- Cars In - 10
- Cars Out – 10
- Buses In – 7
- Buses Out – 5

Staff / Visitor Carpark via Internal Access Road

- Cars In - 9

- Cars Out – 10
- Mini-Buses In – 0
- Mini-Buses Out – 1

Pedestrian Refuge

- Pedestrian Students Only Out – 0
- Pedestrian Students and Parents In – 0
- Pedestrian Students and Parents Out – 0
- Pedestrian Teachers Out - 0

Area Behind Western Shoulder of Springfield Parkway

- Pedestrian Students Only In – 0
- Pedestrian Students Only Out – 5

During these observations, it was noted that the main entry and exit points on Springfield Parkway aren't gated and the entry / exit to the internal staff / visitors carpark remained open at all times. It was noted that there was very limited on-street school related activities along Springfield Parkway, and this was the case for both students and teachers.

In addition to observing school peak activity, Council has also used additional criteria to assess the appropriateness of a 40km/h School Zone, namely:-

- Road function
- Daily vehicle volumes and average speed
- Crash history
- Sight distance issues at school driveways

Springfield Parkway has a 70 km/h posted speed limit and has the function of a sub-arterial in the road network. As such, Springfield Parkway carries a significant amount of traffic given its main function is the movement of vehicles between suburbs and key activity areas (and in this case connections to Old Logan Road, Centenary Highway and Springfield Greenbank Arterial). A count conducted in November 2018 in this vicinity has shown a daily vehicle volume of 20,642 with an average speed of vehicles travelling at 59.3 km/h.

A search of the State Government's crash database (Webcrash) for the period from 2013 – 2019 has shown there have been no reported crashes at any of these school driveways. In addition, the available sight distance at the exit driveway is adequate for the 70 km/h speed limit on Springfield Parkway (and this is supported by the crash data). It should be noted that the entry driveway isn't affected by potential visibility issues as motorists entering the school don't need to perform manoeuvres across the path of other vehicles. Similarly, exiting motorists don't have to cross two lanes as the exit driveway is left out only given the central median island currently in place.



Doc ID No: A6315372

ITEM: 15.1

SUBJECT: FINALISATION OF FUNDING AGREEMENT AND VARIATION DEEDS FOR
BRISBANE LIONS STADIUM

AUTHOR: GENERAL MANAGER - COORDINATION AND PERFORMANCE

DATE: 24 JUNE 2020

EXECUTIVE SUMMARY

This is a report concerning the finalisation of the Funding Deed between Ipswich City Council and the Brisbane Lions for the stadium project at Springfield and the related variation deeds between Ipswich City Council and Springfield City Group.

RECOMMENDATION/S

- A. That Council enter into a funding deed with the Brisbane Lions for the construction of the stadium and the embellishment of the adjacent community sporting field.**
- B. That the Chief Executive Officer be authorised to finalise the negotiations and execute the deed to vary the Springfield Town Centre Infrastructure Agreement to recognise the transfer of credits for open space and transport between Springfield Town Centre and the balance of Springfield.**
- C. That the Chief Executive Officer be authorised to finalise the negotiations and execute the variation to the categorisation of rates dispute settlement deed with Springfield City Group.**
- D. That Council, pursuant to section 257 of the *Local Government Act 2009*, delegate to the Chief Executive Officer the authority to finalise and execute the deeds with the Brisbane Lions and Springfield City Group and to do any other acts necessary to implement Council's decision.**

RELATED PARTIES

Brisbane Lions Australian Football Club

Springfield City Group

ADVANCE IPSWICH THEME

Strengthening our local economy and building prosperity

PURPOSE OF REPORT/BACKGROUND

On 10 December 2019 Council passed a resolution to provide funding to the Brisbane Lions for their stadium project and the embellishment of an adjacent community sports field identified as Development Areas 22A and 22B respectively. These two fields are known as the Northern Sportsfields. The report is titled 'Brisbane Lions Stadium Funding Agreement' and is attached to this report as Attachment 1.

The Lions stadium project will cost an estimated \$59 million. The components of this funding are:

- \$15 million Federal government grant
- \$15 million Queensland government grant
- \$10 million Australian Football League / Brisbane Lions
- \$5.5 million private funding sources

The stadium, whilst funded as per above, will be a Council owned asset leased to the Lions for an initial 50 year term with a 49 year option to extend.

The stadium complex will also incorporate the following ancillary community use:

- Café / Bar
- Childcare centre run by Multicultural Development Australia (MDA)
- Club merchandise store
- Community access gymnasium including lap pool
- Retail tenancy for physiotherapy/scanning
- Youth outreach service to be run by MDA

On 10 December 2019 Council resolved to provide a total of \$13,600,425 to the Brisbane Lions for them to complete the stadium project and for the Lions to also embellish the adjacent sports field for community usage. Council has since entered into an Agreement to Lease and a Lease with the Brisbane Lions.

A total of \$9,046,264 of this funding is a developer contribution from Springfield City Group in lieu of their requirement to embellish the two sports fields under the conditions of the Springfield Town Centre Infrastructure Agreement (STCIA).

On 19 of May 2020 a report was presented to the General Purposes Committee in relation to negotiating and finalising the deeds between the Council and Springfield City Group and the Brisbane Lions (Attachment 1). At this time, the Council requested that negotiations

continue with these parties and that the final agreements be presented to Council prior to execution by the Chief Executive Officer.

The negotiations have now been finalised and the documents have been reviewed by Council's legal representatives. The deeds are now provided to the Council for consideration.

LEGAL/POLICY BASIS

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

RISK MANAGEMENT IMPLICATIONS

Council has already expended significant funds completing the fit for purpose works (\$6.2 million) at the stadium site. In the event that the Lions project was not to proceed, Council would be required to expend further funds to provide a community facility on both fields.

Without the Council funds the Brisbane Lions will be unable to continue their stadium project.

The deeds have been structured to contractually bind Springfield City Group to pay their contributions to Council which will then forward these funds to the Brisbane Lions. Council will not carry the SCG contribution amounts in the event that SCG default on the terms of the deed, however Council will actively pursue the payments if required. With the deeds drafted in this manner, Council has mitigated the risk of Council having to cashflow the SCG contributions to the Lions.

FINANCIAL/RESOURCE IMPLICATIONS

Council's contribution to the Brisbane Lions under the Funding Deed totals \$13,600,425.





COMMUNITY AND OTHER CONSULTATION

No community consultation has been conducted by Council, however the Lions have been liaising with the community in relation to the project.

CONCLUSION

As per the previous resolution of Council the deeds are presented for consideration.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Previous Council Report  
2.	Draft Funding Agreement between Brisbane Lions and Ipswich City Council  
	CONFIDENTIAL
3.	Draft Deed of Variation No. 1 - Springfield City Group - Commercial in Confidence

Sean Madigan

GENERAL MANAGER - COORDINATION AND PERFORMANCE

I concur with the recommendations contained in this report.

David Farmer
CHIEF EXECUTIVE OFFICER

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

GENERAL PURPOSES COMMITTEE
MEETING AGENDA

19 MAY
2020

Doc ID No: A6163407

ITEM: 11

SUBJECT: FUNDING ARRANGEMENTS FOR BRISBANE LIONS STADIUM, SPRINGFIELD

AUTHOR: GENERAL MANAGER - COORDINATION AND PERFORMANCE

DATE: 9 APRIL 2020

EXECUTIVE SUMMARY

This is a report concerning the timing of Ipswich City Council's funding contribution to the Brisbane Lions for the construction of the Lions Stadium at Springfield. The report is seeking a Council resolution in relation to Council's payments to the Brisbane Lions and to authorise the CEO to finalise the negotiations and enter into a funding deed with the Brisbane Lions.

The report also discusses the deeds proposed to be executed in relation to Springfield City Group's (SCG) developer contributions towards the Lions project and the infrastructure credits associated with these contributions. The report seeks approval for the CEO to negotiate and finalise the terms of these deeds.

RECOMMENDATION

(Amended General Purposes Committee No. 2020(01) of 19 May 2020

- A. That Council enter into a funding deed with the Brisbane Lions for the construction of the stadium and the embellishment of the adjacent community sporting field.
- B. That the Chief Executive Officer be authorised to finalise the negotiations and execute the deed to vary the Springfield Town Centre Infrastructure Agreement to recognise the transfer of credits for open space and transport between Springfield Town Centre and the balance of Springfield.
- C. That the Chief Executive Officer be authorised to finalise the negotiations and execute the variation to the categorisation of rates dispute settlement deed with Springfield City Group.
- D. That Council, pursuant to section 257 of the *Local Government Act 2009*, delegate to the Chief Executive Officer the authority to negotiate ~~and finalise the terms of the deeds with the Brisbane Lions and Springfield City Group and to do any other acts necessary to implement Council's decision~~ matters and to refer the matter to council for finalisation.

GENERAL PURPOSES COMMITTEE
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2020

RELATED PARTIES

Brisbane Lions Australian Football Club

Springfield City Group

There are no known conflicts of interest in relation to this report.

ADVANCE IPSWICH THEME

Managing growth and delivering key infrastructure

PURPOSE OF REPORT/BACKGROUND

Funding Arrangements

On 10 December 2019 Council passed a resolution to provide funding to the Brisbane Lions for their stadium project and the embellishment of an adjacent community sports field identified as Development Areas 22A and 22B respectively. These two fields are known as the Northern Sportsfields. The report is titled 'Brisbane Lions Stadium Funding Agreement' and is attached to this report as Attachment 1.

The Lions stadium project will cost an estimated \$59 million. The components of this funding are:

- \$15 million Federal government grant
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The stadium, whilst funded as per above, will be a Council owned asset leased to the Lions for an initial 50 year term with a 49 year option to extend.

The stadium complex will also incorporate the following ancillary community use:

- Café / Bar
- Childcare centre run by Multicultural Development Australia (MDA)
- Club merchandise store
- Community access gymnasium including lap pool
- Retail tenancy for physiotherapy/scanning
- Youth outreach service to be run by MDA

On 10 December 2019 Council resolved to provide a total of \$13,600,425 to the Brisbane Lions for them to complete the stadium project and for the Lions to also embellish the adjacent sports field for community usage. Council has since entered into an Agreement to Lease and a Lease with the Brisbane Lions.

Item 15.1 / Attachment 1.

GENERAL PURPOSES COMMITTEE
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A total of \$9,046,264 of this funding is a developer contribution from Springfield City Group in lieu of their requirement to embellish the two sports fields under the conditions of the Springfield Town Centre Infrastructure Agreement (STCIA).

Council has since been in negotiations with both the Brisbane Lions and Springfield City Group in relation to the timing of the payment of SCG's contributions and the Lions project cash flow requirements. Springfield City Group have advised they intend on paying their contributions as per the following timeline:

Payment 1: \$3 million paid 30 June 2020

Payment 2: \$3 million paid 30 June 2021

Payment 3: \$3.046 million paid 30 June 2022

Council has conducted negotiations with SCG to change these timeframes to suit the Lions project cash flow requirements but SCG are unwilling to change this schedule.

The Brisbane Lions have advised that based on their cash flow projections for the project they require Council to provide its funding in accordance with the following timeframes:

Payment 1: \$3 million 30 June 2020

Payment 2: \$5 million 31 January 2021

Payment 3: \$5.6 million 31 May 2021

These timeframes are proposed to be linked to key construction milestones and as such may be subject to minor changes.

Based on the timeframes provided by SCG and the Lions, Council would be required to fund the project in advance of the final two payment amounts from SCG.

Categorisation of rates dispute settlement

Council previously entered into a rates dispute settlement agreement with SCG in which Council committed to refund SCG \$500,000 once a percentage of the embellishment of the Northern Sportsfields was completed. The Northern Sportsfields are now to be developed by the Brisbane Lions and as such there is no longer a requirement for SCG to embellish the fields. Based on this, it is proposed that Council refund SCG \$500,000 upon execution of the two deeds attached to this report.

SCG Infrastructure Credits

As part of the deed documents attached, SCG are seeking to amend the STCIA to allow them to expand the usage of the infrastructure credits they will receive for their cash contributions to the Lions project, to the greater Springfield area.

The Springfield Town Centre Infrastructure Agreement requires that both contributions and credits within the town centre, for the purposes of providing Community Facilities Land,

GENERAL PURPOSES COMMITTEE
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Transport Infrastructure and Open Space Land and Facilities, be quarantined within the town centre to deal with the implications of densification in the town centre. The intent of this was to ensure that as densification occurs, contributions are collected and banked within the town centre for the purposes of providing the necessary infrastructure and services to service the needs of future residents. Densification of the town centre is a long term project – potentially taking much more than 20 years to be fully realised. Each development within the town centre will be required to contribute to the provision of infrastructure to service future residents, and as infrastructure is provided by Springfield City Group, refunds of contributions collected will be provided to Springfield City Group to cover the costs of these improvements.

Community Facilities Credit Transfer

The deed signed by Springfield City Group proposes the unconditional ability to transfer all community facilities land credits accrued within the town centre, to be utilised outside of the town centre. The current IA states that credits must be contained within the town centre and used for development within the town centre. The proposal is to permit the transfer of credits to development outside of the town centre.

In operation, this means that if the developer dedicates land for community facilities, they will accrue a credit for that land (for example, \$100,000.00).

The existing arrangement would quarantine that \$100,000.00 until residential development was occurring in the town centre, and the developer would offset the \$100,000.00 against any levied infrastructure charges. In theory, this works but there could be a significant delay in being able to utilise the credits.

What is proposed is that these credits could be used outside of the Town Centre, in the balance of Springfield. For example, the \$100,000.00 could be used to offset the charges for the next stage of Brookwater. It is not considered that there are any adverse implications of such an arrangement, and as such it is recommended that this be supported.

Transport Credit Transfer

The deed signed by Springfield City Group proposes the unconditional ability to transfer all transport infrastructure credits accrued within the town centre to be utilised to offset the infrastructure charges outside of the town centre. The implications of doing this cannot be fully realised at this point in time, especially in the absence of a complete plan for the type of transport improvements that may be necessary to service the densification of the town centre. It is suggested that this transferability could occur for a period of time and be reviewed when the transport review and plan are prepared in the future (as required by the current Springfield Town Centre Infrastructure Agreement). This is a specific and logical hold point. It has been agreed with SCG that this would be in 2027. It is therefore recommended that the Chief Executive Officer be authorised to sign the deed, subject to a variation in clause 3.6 to effect this change. It should be noted that it is considered that it may be appropriate to continue transferability of these contributions beyond this date and therefore, subject to achievement of the hold point and review of the situation, Council may

GENERAL PURPOSES COMMITTEE
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choose to enter into a subsequent deed extending this arrangement. This should be considered in the future.

Open Space Credit Transfer

The deed signed by Springfield City Group proposes the unconditional ability to transfer all open space infrastructure credits accrued within the town centre to be utilised to offset the infrastructure charges outside of the town centre. The implications of doing this cannot be fully realised at this point in time, especially in consideration of the potential for there to be upcoming obligations for Council to undertake embellishments of open space land outside of the town centre. In order for this to occur, it is recommended that the transferability be limited to those contributions to be paid that are the subject of this deed only (specifically, those for the Northern Sportsfields / Brisbane Lions Precinct). It is therefore recommended that the Chief Executive Officer be authorised to sign the deed, subject to a variation in clause 3.7 to effect this change. It should be noted that it may be appropriate to consider transferability for other open space contributions within the town centre, however these should be considered in the future based on the specific circumstances at that time.

LEGAL/POLICY BASIS

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

RISK MANAGEMENT IMPLICATIONS

Council has already expended significant funds completing the fit for purpose works (\$6.2 million) at the stadium site. In the event that the Lions project was not to proceed, Council would be required to expend further funds to provide a community facility on both fields.

There is an acknowledged risk that SCG could fail to pay their developer contributions in accordance with the conditions of the deed. In this event, Council would seek legal recourse to require SCG to pay the amounts as per the conditions of the deed. If a delay in these payments were to occur, Council could be required to fund the SCG contribution amounts for the Lions project to proceed.

Council's Finance team have been consulted in relation to this financial risk and advise that if Council were to fund the Lions project without the SCG funding being paid in accordance with the timeframes specified in this report, Council would be exposed to the level of the SCG contribution being \$9.046 million.

This would be in addition to funds already expended on the sporting fields and the additional \$4.6 million contribution for the additional embellishment costs outlined in this report.

If none of the SGC contributions were paid, this has carrying cost, in the form of interest foregone of \$141,000 to 30 June 2022. Dependent upon the timing of any contributions from SCG, the annual carrying cost, in the form of interest foregone, is estimated to be \$108,500 per annum.

GENERAL PURPOSES COMMITTEE
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Council will seek to mitigate this financial risk by bonding, in the form of a Bank Guarantee (or other similar financial instrument), the payments from SCG. This will form part of the negotiations with SCG to finalise this deed and whilst this will be Council's preferred position, it is not guaranteed to occur.

The Ipswich City Council General Manager of Coordination and Performance is a member of the Stadium Project Control Group, along with colleagues from the other levels of government. This means that Council will have full visibility of any construction or finance matter that may arise in this project. This will enable Council to monitor progress and take risk management action in relation to its payments to the project if necessary.

FINANCIAL/RESOURCE IMPLICATIONS

Council's finance team have been consulted in relation to this proposal and have advised that this does not significantly impact Council's long term financial forecast if paid and received in accordance with the timeframes set out in this report. However it should be noted that Council's cash flow is reduced by \$6.046 million to 31 May 2021 and ultimately by \$3.046 million at 30 June 2022. This reduced cash flow results in an estimated reduction in interest revenue (interest foregone) of \$54,300 over the period 30 June 2020 to 30 June 2022.

If SCG did not make any contributions in accordance with the specified timeframes and council did not receive the \$9.046 million contributions in the medium term, council would need to review further its working capital balances at the time and possible impacts on other capital programs.

OPTIONS

Should Council not support this proposal they may choose to identify specific parts of the agreement that they do not wish to support to allow negotiation by staff on a revised proposal.

COMMUNITY AND OTHER CONSULTATION

No community consultation has been conducted by Council, however the Lions have been liaising with the community in relation to the project.

CONCLUSION

The Lions project is a significant project for the City of Ipswich and will benefit the community in terms of the facility itself and the jobs the construction and operation of the stadium will bring to the city.

Council has already committed to funding the Lions project and this report seeks to specify the timing of the payments for Council to consider.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

Item 15.1 / Attachment 1.

GENERAL PURPOSES COMMITTEE
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1.	Council report 10 December 2019 Lions Funding Agreement
1.1	Heads of Agreement
1.2	Development Area 22A and 22B (Northern)
2.	Site Plan
	CONFIDENTIAL
3.	2015 Categorisation of land dispute settlement
4.	Categorisation of rates dispute settlement variation (Draft)
5.	Springfield Town Centre Infrastructure Agreement variation (Draft)

Sean Madigan

GENERAL MANAGER - COORDINATION AND PERFORMANCE

I concur with the recommendations contained in this report.

David Farmer

CHIEF EXECUTIVE OFFICER

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



Ipswich City Council The Reserve Springfield Stadium Funding Agreement

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FUNDING AGREEMENT

This agreement is between:

- IPSWICH CITY COUNCIL of 45 Roderick Street, Ipswich, Queensland ('**Council**'); and
- BRISBANE BEARS-FITZROY FOOTBALL CLUB LIMITED ACN 054 263 473 of 812 Stanley Street, Woolloongabba, Queensland ('**Recipient**').

1. Reference Schedule

Item 1	End Date	31 July 2022
Item 2	Total Maximum Funding Contribution (exclusive of GST)	\$13,600,000
Item 3	Total Project Cost (exclusive of GST)	\$53,600,000
Item 4	Initial Payment (exclusive of GST)	\$2,000,000
Item 5	Recipient's bank account for payment of Funding Contributions	Westpac Bank Brisbane Lions AFC BSB 033 002 Account 076771
Item 6	Insurance	Public liability insurance for a minimum of \$20,000,000 per claim
Item 7	Federal Funding Amount	\$15,000,000
Item 8	State Funding Amount	\$15,000,000
Item 9	AFL Funding Amount	\$8,000,000
Item 10	Contact person and notice details – Council	Sean Madigan 45 Roderick Street, Ipswich Qld 4305 PO Box 191, Ipswich Qld 4305 sean.madigan@ipswich.qld.gov.au
Item 11	Contact person and notice details – Recipient	Jake Anson Level 5, 812 Stanley Street Woolloongabba Qld 4102 PO Box 1535 Cooparoo Dc Qld 4151 JAnson@lions.com.au

2. Interpretation

2.1 In this Agreement, unless the contrary intention appears:

'AFL' means Australian Football League Ltd ABN 97 489 912 318.

'AFL Funding' means funding from the AFL for the AFL Funding Amount or such other amount as is agreed between the parties.

'AFL Funding Agreements' means agreements between the AFL, the Recipient and any other relevant parties necessary to secure the AFL Funding for the purpose of the Project.

Item 15.1 / Attachment 2.

'AFL Funding Amount' means the amount stated in Item 9 of the Reference Schedule.

'Agreement' means this document including the schedules attached to it.

'Agreement to Lease' means the agreement with that title between the Council and the Recipient which was signed by the Council and by the Recipient on 25 February 2020 in respect of land situated at 60 Springfield Greenbank Arterial, Brookwater, Queensland.

'Books of Account' means any account, register or financial statement prepared by or for the Recipient and includes the source document used to prepare the account, register or financial statement.

'Business Day' means a day that is not a Saturday, Sunday or gazetted public holiday in Brisbane.

'Completion' means the stage when the construction of the Initial Facilities (as defined by the Lease) has been completed in accordance with clause 5.2 of the Lease.

'Completion Report' means a report in the form provided in Schedule 4, completed with the information and accompanied by any information that that form calls for.

'Dissolution' has the meaning given to it in the Agreement to Lease.

'Elective Works Deed' has the meaning given to it in the Agreement to Lease.

'Eligible Project Costs' means costs and expenses reasonably incurred by or on behalf of the Recipient in connection with the Project, but excluding any Ineligible Project Costs.

'End Date' means the date specified in Item 1 of the Reference Schedule.

'Federal Funding' means funding from the Commonwealth government for the Federal Funding Amount or such other amount as is agreed between the parties.

'Federal Funding Agreements' means agreements between the Commonwealth government, the Recipient and any other relevant parties necessary to secure the Federal Funding for the purpose of the Project.

'Federal Funding Amount' means the amount stated in Item 7 of the Reference Schedule.

'Force Majeure' means any occurrence or non-occurrence of an event as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation or an obligation relating to insurance) under this Agreement and that is beyond the reasonable control of that party, including, but not limited to, forces of nature, industrial action, act of war, pandemic or embargo.

'Funding' means the funding provided by the Council to the Recipient under this Agreement and includes the Initial Payment and any Funding Contributions.

'Funding Contribution' means an amount paid to the Recipient under this Agreement.

'Funding Contribution Amount', for a Funding Instalment, means the amount stated as such for that Funding Instalment in Schedule 1.

'Funding Instalment' means an instalment of the Total Maximum Funding Contribution set out in Schedule 1.

'GST' means any tax imposed by or through the GST Legislation.

'GST Amount' means the amount of GST that may be payable in respect of any taxable supply under this Agreement, calculated at the rate of GST applicable at the time of the taxable supply.

'GST Legislation' means *A New Tax System (Goods and Services Tax) Act 1999* and any related tax imposition Act (whether imposing tax as a duty of customs, excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts.

'Ineligible Project Costs' means costs relating to the Project which have been paid for, or incurred (either in full or in part) by the Recipient, prior to the Start Date.

'Initial Payment' means the amount specified in Item 4 of the Reference Schedule.

'Intellectual Property' includes all copyrights, patent, trademarks, designs, semiconductor or circuit layout rights, confidentiality rights and other proprietary rights recognised by the World Intellectual Property

Item 15.1 / Attachment 2.

Organisation, whether registrable or not, whether created before, on or after the Start Date.

'Lease' means any lease of the Project Site entered into under the Agreement to Lease.

'Lions Milestone' means all Milestones except to the extent they relate to the payment by Springfield City Group of certain monies.

'Maximum Milestone Funding Contribution', for a Funding Instalment, means the amount specified as such for that Milestone in Schedule 1.

'Milestone' means a milestone set out in Schedule 1 for a Funding Instalment.

'Milestone Conditions', in relation to a Funding Instalment, means the conditions specified by that name in Schedule 1 in relation to that Funding Instalment.

'Milestone Date', in relation to a Milestone or a Funding Instalment, means the date specified in Schedule 1 in relation to that Milestone or Funding Instalment.

'Payment Claim' means each of the following:

- (a) a claim for payment of a Funding Contribution, in the form of a Progress Report; and
- (b) a claim for payment of a Funding Contribution, in the form of a Completion Report.

'Progress Report' means a report in the form provided in Schedule 3, completed with the information and accompanied by any information that that form calls for.

'Project' has the meaning defined for that term in the Agreement to Lease.

'Project Site' means the land that is the subject of the Agreement to Lease that will become the premises under the Lease.

'Reference Schedule' means the schedule in clause 1.

'Springfield City Group' means Springfield City Group Pty Ltd ACN 055 714 531 or related entity.

'Start Date' means the date this Agreement is signed by the last party to sign this Agreement.

'State Funding' means funding from the Queensland government for the State Funding Amount or such other amount as is agreed between the parties.

'State Funding Agreements' means agreements between the Queensland government, the Recipient and any other relevant parties necessary to secure the State Funding for the purpose of the Project.

'State Funding Amount' means the amount stated in Item 8 of the Reference Schedule.

'Tax Invoice' has the meaning given to that term in the GST Legislation.

'Term' has the meaning given in clause 3.1.

'Total Maximum Funding Contribution' means the maximum amount of the funds approved by the Council for the Project as specified in Item 2 of the Reference Schedule, being the total of all Funding Instalments.

'Total Project Cost' means the amount specified in Item 3 of the Reference Schedule.

'Transaction Documents' means the following documents:

- (a) Agreement to Lease;
- (b) Lease; and
- (c) Elective Works Deed.

2.2 In this Agreement:

- (a) a reference to an individual or person includes a corporation or other legal entity;
- (b) a reference to 'the Council' or 'the Recipient' respectively includes the Council's and the Recipient's

Item 15.1 / Attachment 2.

- officers, employees, contractors or agents;
- (c) words importing a gender include any other gender;
 - (d) words in the singular include the plural and vice versa;
 - (e) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement;
 - (f) in the case of any inconsistency between a Schedule and another part of this Agreement, the precedence will be in the order of the other part of this Agreement and then the Schedules to the extent of any inconsistency;
 - (g) defined terms include other parts of speech and grammatical forms of the defined word or phrase;
 - (h) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
 - (i) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
 - (j) the meaning of general words is not limited by specific examples introduced by "includes" or "including" or similar expressions; and
 - (k) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that the party put forward this document or any relevant part of it.
- 2.3 Despite any terminology, this document:
- (a) is signed, sealed and delivered by each party as a deed; and
 - (b) includes each consent, schedule, appendix and annexure that may be attached to or incorporated into it by reference.

3. Term

- 3.1 The '**Term**' of this Agreement starts on the Start Date and ends on the End Date unless terminated earlier in accordance with clause 14.

4. Recipient's obligations

- 4.1 The Recipient must:
- (a) achieve Completion of the Project by the End Date;
 - (b) achieve each Lions Milestone by its respective Milestone Date to the reasonable satisfaction of the Council;
 - (c) expend an amount at least equal to the Total Project Cost on the delivery of the Project during the Term;
 - (d) exercise due care and skill in carrying out the Project;
 - (e) only use the Funding for the purpose of the Project and for no other purpose;
 - (f) operate commercially in the State of Queensland throughout the Term;
 - (g) have an Australian Business Number;
 - (h) effect and maintain the insurances specified in Item 6 of the Reference Schedule in accordance with the Agreement to Lease;
 - (i) submit to the Council a Progress Report:
 - (i) with each Payment Claim; and
 - (ii) within 5 Business Days following a request by the Council,

Item 15.1 / Attachment 2.

- in the format set out in Schedule 3 signed by the Recipient's chief executive officer (or equivalent);
- (j) submit to the Council the Completion Report, in the format set out in Schedule 4, by the earlier of 60 days after Completion or the End Date;
 - (k) provide to the Council reporting and information (additional to the Progress Reports) in respect of the Project and the Recipient's compliance with this Agreement, as reasonably requested by the Council;
 - (l) provide to the Council copies of any progress reports that the Recipient must provide under the Federal Funding Agreements and the State Funding Agreements, at the same times as they must be provided under the Federal Funding Agreements and the State Funding Agreements;
 - (m) own or have lawful access to Intellectual Property for each product, service and activity that the Recipient is undertaking as part of the Project and make it available for the Project;
 - (n) keep proper and adequate Books of Account in relation to the Funding received and the Project;
 - (o) record all expenditure relating directly or indirectly to, the Project, separate from all other income and expenditure of the Recipient;
 - (p) if required by the Council, at the end of the Project and at the expense of the Recipient, have its Books of Account audited in relation to the Funding received and the Project (including expenditure on Ineligible Project Costs) and provide a copy of the audited accounts to the Council by the End Date;
 - (q) if requested by the Council arrange for an authorised representative of the Recipient to attend interviews with the Council to discuss the progress and outcomes of the Project;
 - (r) upon 3 Business Days' notice permit and provide persons ('Auditors') nominated by the Council access at all reasonable times to the Recipient's premises, books, records, documents, computer systems, equipment and other property to verify compliance by the Recipient with its obligations under this Agreement;
 - (s) if the Recipient is required to permit and provide access to Auditors in accordance with clause 4.1(r), permit the Auditors to make copies of books, records, documents and other materials, and provide the Auditors with the necessary facilities to enable them to do so;
 - (t) immediately notify the Council in writing when it becomes aware of any of the following:
 - (i) any actual or proposed material change which affects, or may affect, the Recipient (including, but not limited to, any actual or proposed change in control of the Recipient or any change in key personnel of the Recipient);
 - (ii) the occurrence or likely occurrence of any material delay or failure with respect to the Project or that creates a material risk that the Project might not reach Completion by the End Date; and
 - (iii) any matters that relate to, or may be expected to, adversely affect the Recipient (including, but not limited to, its financial position and reputation, or reputation and standing of its key personnel) or the Project.
- 4.2 The Recipient's notification under clause 4.1(t) does not limit the Council's rights under this Agreement or at law.
- 4.3 The Recipient must immediately notify the Council if:
- (a) the Federal Funding ceases to be available to the Recipient, or there is a reasonable cause to think it might cease to be available;
 - (b) the Recipient does not receive a payment of the Federal Funding as expected under the Federal Funding Agreements;
 - (c) a Federal Funding Agreement is terminated;
 - (d) the State Funding ceases to be available to the Recipient, or there is a reasonable cause to think it might cease to be available;
 - (e) the Recipient does not receive a payment of the State Funding as expected under the State Funding Agreements;

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- (f) a State Funding Agreement is terminated;
- (g) the AFL Funding ceases to be available to the Recipient, or there is a reasonable cause to think it might cease to be available;
- (h) the Recipient does not receive a payment of the AFL Funding as expected under the AFL Funding Agreements; or
- (i) an AFL Funding Agreement is terminated.

4.4 The Recipient warrants and acknowledges that:

- (a) to the best of its knowledge and belief, all ancillary material provided by the Recipient at any time under or in connection with this Agreement is true, accurate and complete;
- (b) subject to the Transaction Documents, the Recipient undertakes the Project entirely at the Recipient's own risk;
- (c) subject to the Transaction Documents, the Council has not made any representations or warranties in connection with the Project or the Project's outcomes and any representations or warranties that would otherwise be implied are excluded;
- (d) to the best of its knowledge and belief, no conflict of interest exists or is likely to arise in relation to its receipt of the Funding or the performance of its obligations under this Agreement; and
- (e) if during the Term a conflict of interest arises, the Recipient will notify the Council immediately in writing of that conflict of interest and will take all reasonable steps required by the Council to remove such conflict of interest.

5. Initial Payment

- 5.1 If there is an Initial Payment, the Council will pay the Initial Payment to the Recipient within 30 days of receipt of a valid Tax Invoice from the Recipient.
- 5.2 The Recipient must expend the Initial Payment towards the Project.
- 5.3 If at the end of the Term the Recipient has failed, in the Council's reasonable opinion, to comply with clause 5.2, the Council may at any time require the Recipient to repay that part of the Initial Payment provided to the Recipient under this Agreement that has not been expended toward the Project. The Recipient agrees that such sum will be a debt due and recoverable by the Council.

6. Provision of Funding Contributions

- 6.1 Subject to clauses 7 and 8 and the other terms of this Agreement, the Council will pay a Funding Instalment to the Recipient's nominated bank account listed in Item 5 of the Reference Schedule, or otherwise notified by the Recipient to the Council, within 30 days of receipt of a valid Payment Claim for that Funding Instalment.
- 6.2 The Recipient acknowledges that:
 - (a) subject to clause 6.1 and the Transaction Documents, the Recipient is responsible for payment of all costs and expenses associated with the Project; and
 - (b) there is no obligation on the Council to provide any additional or future financial assistance in respect of the Project unless the Council, in its sole discretion, determines otherwise (having regard to clauses 6.3 and 6.4 of the Lease).
- 6.3 The Milestones may only be varied with the prior written approval of the Council, to which approval may be given subject to conditions, including a variation to the amount of the Funding.

7. Payment Claims

- 7.1 The Recipient must make a Payment Claim to the Council to be eligible for a Funding Contribution.

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- 7.2 Subject to clause 21, the Recipient may make a Payment Claim in respect of a Funding Instalment only after the Milestone Conditions for that Funding Instalment have been satisfied and the Council is entitled to ignore any Payment Claim made before then.
- 7.3 A Payment Claim must include the information and material specified in Schedule 2.
- 7.4 The Council may, at any time after receiving a Payment Claim, request the Recipient to provide to the Council any additional information reasonably required by the Council prior to processing the Payment Claim. The Council may do this more than once in respect of a Payment Claim.
- 7.5 If the Council makes a request under clause 7.4, the Recipient must comply with the request within 5 Business Days of the Council's request.
- 7.6 The Recipient must not make a Payment Claim where it is intended that such Funding is to be used toward Ineligible Project Costs.
- 7.7 For the avoidance of doubt, the Council will only provide a Funding Contribution in respect of a Payment Claim where the Payment Claim is for Eligible Project Costs.

8. Refusing or withholding payment of Funding Contributions

- 8.1 If the Recipient:
 - (a) fails to obtain or achieve a Lions Milestone by the relevant Milestone Date; or
 - (b) is otherwise in breach of this Agreement,the Council may, without prejudicing any of its other rights:
 - (c) refuse a Payment Claim;
 - (d) withhold payment of a Payment Claim until the Recipient is no longer in breach of this Agreement, the Council has waived the Recipient's breach in writing or the Lions Milestone has been achieved (if relevant); or
 - (e) terminate this Agreement in accordance with clause 14.1, in which case, neither party will have any further claim under this Agreement to the other except for any accrued liability.
- 8.2 Subject to clause 21.2, if a Milestone (other than a Lions Milestone) has not been achieved in respect of a Funding Instalment for which the Recipient has made a Payment Claim, the Council may, without prejudicing any of its other rights:
 - (a) refuse the Payment Claim; or
 - (b) withhold payment of the Payment Claim until the relevant Milestone has been achieved.

9. Confidentiality and announcements

- 9.1 Where information is provided by one party which, in the opinion of that party, is confidential and communicated as such to the other party, the other party must take all reasonable steps to ensure that the information is not disclosed or communicated or used by persons other than those officers, employees or agents of the other party who need to know the information for purposes related to the Project.
- 9.2 The obligations in clause 9.1 are not applicable in the following circumstances:
 - (a) any disclosure required by law;
 - (b) any disclosure to solicitors, barristers or other professional advisors under a duty of confidentiality;
 - (c) any disclosure to that party's bankers or other financial institutions or other funders to the extent required for the purpose of raising funds or maintaining compliance with credit, trust and prudential arrangements;
 - (d) to employees, legal advisers, financial advisers, auditors, prospective investors and other consultants of the relevant party or its related bodies corporate requiring the information for the purposes of this

- deed;
- (e) if disclosure is expressly authorised by this Agreement;
 - (f) if the information is lawfully in the possession of the recipient of the information through sources other than the party who supplied the information;
 - (g) if strictly and necessarily required in connection with legal proceedings or a dispute resolution process relating to this deed;
 - (h) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information;
 - (i) if the recipient acquires information from a third party which is entitled to disclose the relevant information.
- 9.3 Subject to clauses 9.4 to 9.7, the Recipient must not make any public media statement in relation to this Agreement, the Funding provided under this Agreement or the Project without the prior written consent of the Council.
- 9.4 Despite clause 9.3, the Recipient is not required to seek Council's consent to any public media statement in relation to the Project where the public media statement does not mention Council's involvement with the Project beyond a mention solely to comply with clause 9.8.
- 9.5 The Recipient must provide a draft of the proposed public media statement to the Council prior to publication for the Council's approval (where applicable).
- 9.6 The Recipient must provide the Council with:
- (a) at least one Business Day's notice of any proposed public media event in respect of the Project; and
 - (b) any proposed public media statement for approval at least one Business Day prior to its release as well as making any changes or amendments to the form, content or manner reasonably requested by the Council.
- 9.7 The Recipient acknowledges and agrees that the Council may publicly disclose:
- (a) the Recipient's name and address;
 - (b) details of the Funding;
 - (c) general details of the Project; and
 - (d) any information required to be disclosed:
 - (i) to comply with or meet applicable standards for accountability of public money; or
 - (ii) in accordance with established local governmental policies, procedures or protocols.
- 9.8 The Recipient must acknowledge the provision of the Funding by the Council in all promotional material and publications referring to the Project.

10. Release and indemnity

- 10.1 In this clause 10, '**Claim**' has the meaning given to it under the Agreement to Lease.
- 10.2 The Recipient releases (to the full extent permitted by law) and indemnifies the Council from and against any Claim which may be brought against or made upon the Council arising directly or indirectly as a result of:
- (a) any breach of this Agreement by the Recipient; or
 - (b) the Recipient's use of any of the Intellectual Property in the course of or arising from the Project or a Claim by a third party against the Council for infringement (or alleged infringement) of that third party's Intellectual Property,
- except to the extent that any breach of this Agreement or negligent or unlawful act or omission by the Council caused or contributed to the Claim.

11. Limit on liability

- 11.1 The Council's liability under this Agreement is limited to the amount of the Total Maximum Funding Contribution.
- 11.2 To the extent permitted by law, the Council and its officers, employees, agents, contractors or suppliers are not liable for any Consequential Damages even if the Council, its officers, employees, agents, contractors or suppliers are aware of the possibility of those Consequential Damages.
- 11.3 For the purposes of this clause 11, **'Consequential Damages'** means special, incidental, indirect, exemplary, punitive or consequential damages, loss of revenue, loss of profits, loss of production, loss of data, loss of goodwill or credit, loss of reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating, loss or denial of opportunity, loss of anticipated savings, or increased or wasted overhead costs; or which relates to additional expenses incurred or rendered futile; or which is not a natural or immediate consequence of the cause of action; or which is suffered as a result of a claim by a third party, whether in contract, tort, statute or otherwise.

12. Steering Committee and Project Control Group

- 12.1 The parties acknowledge and agree that pursuant to clause 14 of the Agreement to Lease, Council will have representation on the Steering Committee and Project Control Group.
- 12.2 Unless otherwise reported to the Steering Committee or Project Control Group, the Recipient must keep Council duly notified in relation to any delays to the critical path of the Project.
- 12.3 In this clause 12, the terms **'Steering Committee'** and **'Project Control Group'** have the meaning given to them under the Agreement to Lease.

13. Project variation

- 13.1 The Recipient acknowledges that a variation to the Project may impact on the level of Funding, especially if the Project's scope is reduced and the Total Project Costs are less than the amount provided in the Reference Schedule. Any variation to the Project must be made in accordance with clause 20.11.

14. Termination

- 14.1 The Council may immediately terminate this Agreement by notice in writing if:
- (a) the Recipient breaches an obligation under this Agreement and:
 - (i) the breach is not capable of being remedied; or
 - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within 14 days after the Recipient is given a notice to remedy from the Council specifying the breach;
 - (b) the Recipient undergoes a Dissolution;
 - (c) the Recipient gives, or is required to give, the Council a notice under clause 4.3; or
 - (d) the Council forms the opinion, on reasonable grounds, that the Recipient will not have sufficient funds to achieve Completion from a combination of:
 - (i) Funding Contributions;
 - (ii) the Federal Funding;
 - (iii) the State Funding;
 - (iv) the AFL Funding; and
 - (v) the Recipient's own financial resources.
- 14.2 Before terminating this Agreement under clause 14.1(d), the Council must:
- (a) give notice to the Recipient of its intention to terminate;

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- (b) wait for 28 days to give the Recipient an opportunity to respond to the Council's concerns and provide any information the Recipient thinks will help the Council reverse its opinion; and
 - (c) take into account any such response and information.
- 14.3 If the Council terminates this Agreement under clause 14.1:
- (a) it may, in the notice of termination, require the Recipient to repay that part of any Funding paid to the Recipient by Council that has not been expended or committed for Eligible Project Costs and such sum will be a debt due and recoverable by the Council;
 - (b) it will have no liability to pay any further sums due under this Agreement to the Recipient; and
 - (c) such termination will be without prejudice to any other rights the Council may have against the Recipient.
- 14.4 For the purpose of clause 14.3(a), '**committed**', in relation to an Eligible Project Cost, means that the Recipient has a legal obligation to pay the Eligible Project Cost at a future time.
- 14.5 The Council may, at any time, by 30 days written notice to the Recipient, terminate this Agreement without giving a reason.
- 14.6 If the Council terminates this Agreement under clause 14.5:
- (a) subject to clause 14.6(b), it will have no liability to pay any further Funding under this Agreement to the Recipient other than those parts of the Funding that were due and payable at the date of termination; and
 - (b) such termination will be without prejudice to any other rights the Council may have against the Recipient or vice versa.

15. Suspension

- 15.1 The Council may suspend this Agreement if:
- (a) it has the right to terminate this Agreement under clause 14.1;
 - (b) the Council has given a notice under clause 14.1(a)(ii); or
 - (c) the Council has given a notice under clause 14.2(a).
- 15.2 A suspension ends when the relevant event giving rise the suspension ends (if applicable)..
- 15.3 A suspension under clause 15.1(b) also ends if the Recipient remedies the breach, specified in the notice under clause 14.1(a)(ii), within 14 days after being given the notice.
- 15.4 During a suspension:
- (a) the Council's obligations to make payments under this Agreement are suspended;
 - (b) the Council's rights, and the Recipient's obligations, under this Agreement remain in effect; and
 - (c) the Council may terminate this Agreement under clause 14 if the Council otherwise has the right to do so.

16. Survival of clauses

- 16.1 The following clauses will survive termination or expiration of this Agreement:
- (a) clauses 4.1(i) and 4.1(j);
 - (b) clauses 4.1(n) and 4.1(o);
 - (c) clause 4.1(p);
 - (d) clauses 4.1(r) and 4.1(s);

- (e) clause 9;
- (f) clause 10; and
- (g) clause 11.

17. Agreement management and dispute resolution

- 17.1 Each party nominates the person specified in Item 10 and Item 11 of the Reference Schedule (as applicable to that party) to be the contact officer for the day to day management of this Agreement. Either party may change the contact officer by written notice to the other party.
- 17.2 For the purposes of this clause 17, a dispute will have arisen when either party gives notice to that effect to the other ('Dispute'). The notice is called a 'Dispute Notice'.
- 17.3 The party giving the Dispute Notice ('First Party') must, at the same time the Dispute Notice is given, provide a list of three or more names of suggested mediators who must be a Queens Counsel. The other party ('Other Party') must select a mediator from the list of suggested mediators by written notice to the First Party within 5 Business Days.
- 17.4 If Other Party does not select a mediator within the timeframe in clause 17.3, the First Party may do so by notice to the Other Party.
- 17.5 The parties agree to mediate the Dispute in accordance with the mediation rules of The Australian Centre for International Commercial Arbitration and to take action to have the Dispute mediated within 7 days after the mediator being selected pursuant to clause 17.3 or 17.4 (as the case may be). The parties will be jointly responsible for the fees of the mediation and each party shall bear its own costs.
- 17.6 The parties may, but are not required, to enter into a written agreement before mediating a Dispute.
- 17.7 If any procedural aspects are not specified sufficiently in the rules under clause 17.5, the parties agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects is final and binding on the parties.
- 17.8 A legal representative acting for any party may participate in the mediation.
- 17.9 From the time when a Dispute Notice is served until the termination of the mediation of the relevant Dispute, the parties must not take any action to terminate this Agreement on the basis of anything forming part of the subject matter of the Dispute.
- 17.10 However, clause 17.9 does not prevent the Council from terminating this Agreement under clause 14.1(d) or 14.5.

18. GST

- 18.1 The Funding payable under this Agreement is exclusive of GST.
- 18.2 The Recipient warrants that it is registered for GST as at the Start Date. The Recipient must immediately notify the Council if it ceases to be registered for GST.
- 18.3 If the Funding is consideration for a taxable supply under the GST Legislation the Council will pay to the Recipient the GST Amount in addition to the Funding, subject to the Recipient first submitting to the Council a valid Tax Invoice in respect of the supply.
- 18.4 If, for any reason, there is, including without limitation:
 - (a) any amendment to the GST Legislation;
 - (b) a ruling or advice issued by the Commissioner of Taxation;
 - (c) a refund to the Council or to the Recipient in respect of a supply made under this Agreement; or
 - (d) a decision of any tribunal or court,

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and the amount of GST paid by the Council differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to the Council as the case may be.

- 18.5 The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause 18.

19. Notices

- 19.1 Any notice or other communication to be given under this Agreement must be in writing and may be delivered by hand, or sent by pre-paid post, facsimile or email transmission to the respective addresses set out in Item 10 and Item 11 of the Reference Schedule or any substitute address a party may notify to the other for the purposes of this clause 19.
- 19.2 A notice or other communication to the Recipient under this Agreement may also be given in a manner provided in section 109X of the *Corporations Act 2001*.
- 19.3 Notices will be deemed to have been given:
- (a) if posted – the Business Day after posting;
 - (b) if delivered – on the date of delivery;
 - (c) if sent by facsimile transmission or email, on receipt by the sender of a report from the sender's transmitting machine that the notice has been transmitted. If a notice is served on a day that is not a Business Day, or after 5.00pm on any Business Day, the Notice is served at 9.00am on the following Business Day.
- 19.4 A notice must be in legible English and signed by the party giving the Notice, or on its behalf by its lawyer, attorney, manager or other agent which includes (for a corporation, association or other body) any director, manager, secretary or other authorised officer of it.

20. General provisions

- 20.1 **(Entire agreement)** Subject to the Transaction Documents, the terms of agreement between the parties are those set out in this Agreement, and, unless expressly stated in this Agreement, no written or oral agreement, arrangement or understanding made or entered into prior to the Start Date will in any way be read or incorporated into this Agreement.
- 20.2 **(No assignment or novation)** The Recipient may not assign or novate the Agreement or any of the benefits or obligations under the Agreement without the Council's prior written consent.
- 20.3 **(Relationship)** The parties agree that no employment relationship, agency or partnership exists between the Council and the Recipient.
- 20.4 **(Severability)** The invalidity or unenforceability of any one or more of the provisions of this Agreement will not invalidate or render unenforceable the remaining provisions of the Agreement. Any illegal or invalid provision or part of a provision of this Agreement will be severable and all other provisions will remain in full force and effect.
- 20.5 **(Jurisdiction)** This Agreement is governed by the law of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.
- 20.6 **(Waiver)** No right under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving party. A failure by a party to enforce at any time any provision of this Agreement will not constitute a waiver of the party's rights in respect of the provision.
- 20.7 **(Compliance with laws)** The Recipient must comply with all relevant laws, regulations and legal duties that may be applicable to the Project and the Recipient's activities in undertaking the Project.
- 20.8 **(Costs)** The parties will pay their own costs (including legal costs), expenses and disbursements of and incidental to the preparation, execution of this Agreement. The Recipient is responsible for any duty payable in respect of this Agreement or any payment under it.

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- 20.9 **(Time)** Any act, matter or thing required under this Agreement to be done on a day which is not a Business Day must be done on the next Business Day.
- 20.10 **(Force Majeure)** If any party is unable by reason of Force Majeure to carry out any of its obligations whether wholly or in part under this Agreement, the party so affected (the '**Affected Party**') will immediately give notice to the other party in writing of the Force Majeure specifying full particulars thereof whereupon its obligations will, to the extent to which they are affected by the Force Majeure, be suspended and the time prescribed under this Agreement for performing its obligations will be suspended, but for no longer period than the continuance of the Force Majeure. The party claiming Force Majeure will use all reasonable diligence to remove or overcome the conditions constituting Force Majeure and minimise the impact as quickly as possible. However, the other party may terminate this Agreement if the Affected Party's performance of its obligations under this Agreement is materially affected by Force Majeure lasting more than 60 days.
- 20.11 **(Variation)** This Agreement may only be varied by agreement in writing by both parties.
- 20.12 **(Warranty)** Council and its signatories warrant that except to the extent that something different is contemplated by this agreement:
- (a) it has the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated in this Agreement;
 - (b) this Agreement is its valid and binding obligation; and
 - (c) neither the execution and performance by it of this Agreement nor any transaction contemplated under them will violate in any respect any provision of:
 - (i) its constituent documents; or
 - (ii) any other document, agreement or other arrangement binding on it or its assets.

21. Council Milestones

21.1 Council to not delay

- (a) The parties agree and acknowledge that some of the Milestones require Springfield City Group to make certain payments as noted in Schedule 1 ('**SCG Amounts**').
- (b) Council warrants that as at the date of Council signing this agreement, Springfield City Group Pty Ltd ACN 055 714 531 has a legal obligation to pay the SCG Amounts to Council during the term of this agreement and in any event, in the case of each SCG Amount by the relevant SCG Recovery Date.
- (c) Council must:
 - (i) not unreasonably delay recovery of the SCG Amounts;
 - (ii) use all reasonable endeavours to pursue the payment of each SCG Amount by SCG by the relevant SCG Recovery Date;
 - (iii) upon request, keep the Recipient duly informed and updated in relation to Council's progress in recovering the SCG Amounts; and
 - (iv) must not do anything which may prejudice Council's ability to recover the SCG Amounts (for the avoidance of doubt, nothing in this clause 21.1(c)(iv) shall fetter Council's exercise of statutory obligations, duties or powers in its capacity as a local government).
- (d) Council must notify the Recipient of any part of the SCG Amounts received as soon as reasonably practicable after they have been received.

21.2 Part payment

- (a) This clause 21.2 applies if SCG pays an amount less than the relevant SCG Amount in respect of a Funding Instalment.
- (b) Despite the terms of a SCG Milestone Condition and clause 7.2, Council must pay to the Lions the actual amount received from SCG with respect to a SCG Milestone Condition from time to time within 30 days of Council receiving such funds from SCG ('**Part Payment Claim**').
- (c) The parties acknowledge and agree that:

- (i) clauses 7.3 to 7.7 and clause 8 apply to any Part Payment Claim; and
- (ii) any Part Payment Claim does not affect the Recipient's entitlement to the balance of the relevant Funding Instalment.

21.3 Definitions

In this clause 21:

- (a) **'SCG Milestone Condition'** means Milestone Condition 2 in Funding Instalment 1, Funding Instalment 2 and Funding Instalment 3 as noted in Schedule 1.
- (b) **'SCG Recovery Date'** means, for a particular Funding Instalment, the date noted as such in the Milestone Schedule.

22. Repayment Amount – 22B Site

22.1 Application

- (a) Subject to clause 22.1(b), this clause 22 applies if:
 - (i) the parties have entered into the 22B Agreement to Lease and 22B Lease;
 - (ii) Council has paid at least the Threshold Amount to the Recipient pursuant to this Agreement; and
 - (iii) the Recipient does not substantially commence construction of the Facilities by the 22B Construction Start Date.
- (b) Despite clause 22.1(a), this clause 22 will not apply:
 - (i) if any of the 22B Conditions were not satisfied or fulfilled (as the case may be) as at the Sunset Date;
 - (ii) if the Recipient was unable to substantially commence construction of the Facilities by the 22B Construction Start Date as a result of Council's breach of this Agreement or an Applicable Transaction Document; or
 - (iii) if the 22B Agreement to Lease comes to an end other than as a result of the Recipient's default.

22.2 Repayment

- (a) If this clause 22 applies, Council may require the Recipient to repay to Council all or any part of the Repayment Amount by issuing a written demand to the Recipient outlining that part of the Repayment Amount that Council requires to be repaid (**'Repayment Demand'**).
- (b) Subject to clause 22.2(c), the Recipient must pay that part of the Repayment Amount noted in the Repayment Demand (**'Claimed Amount'**) to Council within 30 days of receiving the Repayment Demand.
- (c) If the Recipient does not agree with Council's calculation of the value of the 4 multipurpose courts to be excluded from the 22B Amount in calculating the Claimed Amount, then:
 - (i) the Recipient may notify Council of that fact within 14 days of receiving the Repayment Demand;
 - (ii) the parties must act in good faith to negotiate a revised Claimed Amount and revised repayment timing; and
 - (iii) if the parties cannot agree a revised Claimed Amount and repayment timing within 14 days of the Recipient's Notice then a dispute for the purposes of clause 17.2 of the 22B Agreement to Lease will be deemed to exist.

22.3 Parties to negotiate

- (a) The parties agree and acknowledge that this Agreement may be entered into prior to the 22B Agreement to Lease and 22B Lease.
- (b) If, due to the form of the final 22B Agreement to Lease and 22B Lease, changes are required to this

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clause 22 to clarify or achieve the intent of this clause 22, the parties agree to negotiate those changes in good faith and enter into a variation of this Agreement.

22.4 Definitions

In this clause 22:

- (a) **'22B Agreement to Lease'** means the agreement to lease to be entered between Council (as lessor) and the Recipient (as lessee) with respect to the property described as 22B Eden Station Drive, Brookwater, Queensland in connection with the Project.
- (b) **'22B Amount'** means \$3,405,893 less the value of 4 multipurpose courts, or such lesser amount being the estimated embellishment costs for "Local Level" sports grounds as outlined in the Ipswich Planning Scheme as at the date of the Repayment Demand.
- (c) **'22B Conditions'** means the following conditions and obligations under the 22B Agreement to Lease:
 - (i) the "Ministerial Exemption Condition" (as defined in the 22B Agreement to Lease);
 - (ii) Council's obligation (as lessor) to:
 - (A) secure "Vacant Possession" (as defined in the 22B Agreement to Lease) under clause 4.2 of the 22B Agreement to Lease by the "Vacant Possession Date" (as defined in the 22B Agreement to Lease); and
 - (B) provide the "Registration Confirmation Statement" (as defined in the 22B Agreement to Lease) to the Recipient (as lessee) under clause 7.1(a)(2) of the 22B Agreement to Lease by the "Reconfiguration Date" (as defined in the 22B Agreement to Lease); and
 - (C) complete the "Fit For Purpose Works" (as defined in the 22B Agreement to Lease) under clause 9.3 of the 22B Agreement to Lease by the "Fit For Purpose Works Date" (as defined in the 22B Agreement to Lease).
- (d) **'22B Construction Start Date'** means the date referred to in clause 5.3(b) of the 22B Lease (as extended under clause 5.3(c) of the 22B Lease) or such other later date agreed to in writing by the parties.
- (e) **'22B Lease'** means the lease between Council (as lessor) and the Recipient (as lessee) to be entered into pursuant to the 22B Agreement to Lease.
- (f) **'Applicable Transaction Documents'** means the following documents:
 - (i) the Transaction Documents;
 - (ii) 22B Agreement to Lease;
 - (iii) 22B Lease; and
 - (iv) any other ancillary documents entered into between the Recipient and Council in connection with such documents.
- (g) **'Facilities'** has the meaning given to it in the 22B Lease.
- (h) **'Sunset Date'** means the "Sunset Date" pursuant to the 22B Agreement to Lease.
- (i) **'Repayment Amount'** means the amount by which the Funding Contribution Amounts paid by Council under this agreement exceeds the Threshold Amount up to a maximum of the 22B Amount.
- (j) **'Threshold Amount'** means the Total Maximum Funding Contribution less the 22B Amount.

Signing

Executed as a deed

Signed sealed and delivered by Ipswich City Council as Lessor by David Farmer, Chief Executive Officer, as duly authorised Council delegate under section 238 of the *Local Government Regulation 2012* in the presence of

Signature of Witness

Signature of Council delegate

Print full name of Witness

Executed as a deed by Brisbane Bears-Fitzroy Football Club Limited ACN 054 263 473 as Lessee

Director/Sole Director/Sole Director and Secretary

Director/Secretary (if applicable)

Print full name of Director/Sole Director

Print full name of Director/Secretary

Schedule 1 Funding Instalments**Funding Instalment 1:**

Milestone Conditions:	<ol style="list-style-type: none">1. The works to carry out the Project on the Project Site are ongoing or have been completed.2. The Council has received the sum of \$3,000,000 from Springfield City Group as infrastructure contributions intended for this Project.
Milestone Date:	Within 30 days after the Council has received the amount of \$3,000,000 from Springfield City Group (subject to clause 21). This amount of \$3,000,000 is the 'SCG Amount' for this Funding Instalment.
Funding Contribution Amount:	\$3,000,000
SCG Recovery Date	31 July 2020

Funding Instalment 2:

Milestone Conditions:	<ol style="list-style-type: none">1. The works to carry out the Project on the Project Site are ongoing or have been completed.2. The Council has received the sum of \$6,000,000 from Springfield City Group as infrastructure contributions intended for this Project (inclusive of the sum referred to at Funding Instalment 1).
Milestone Date:	Within 30 days after the Council has received that sum of \$6,000,000 from Springfield City Group (subject to clause 21). This amount of \$6,000,000, less the SCG Amount for Funding Instalment 1, is the 'SCG Amount' for this Funding Instalment.
Funding Contribution Amount:	\$3,000,000
SCG Recovery Date	30 June 2020

Funding Instalment 3:

Milestone Conditions:	<ol style="list-style-type: none">1. The works to carry out the Project on the Project Site are ongoing or have been completed.2. The date 31 July 2021 has arrived.
Milestone Date:	31 July 2021
Funding Contribution Amount:	\$2,554,000.00
SCG Recovery Date	Not applicable

Funding Instalment 4:

Milestone Conditions:	<ol style="list-style-type: none">1. The works to carry out the Project on the Project Site are ongoing or have been completed.2. The Council has received the sum of \$9,046,000 from Springfield City Group as infrastructure contributions intended for this Project (inclusive of the sums referred to at Funding Instalments 1 and 2). This amount of \$9,046,000, less the SCG Amounts for Funding Instalments 1 and 2, is the 'SCG Amount' for this Funding Instalment.
Milestone Date:	Within 30 days after the Council has received that sum of \$9,046,000 from Springfield City Group (subject to clause 21).
Funding Contribution Amount:	\$3,046,000
SCG Recovery Date	30 June 2022

Schedule 2 Information and material for Payment Claims

1. A valid Tax Invoice from the Recipient setting out the amount sought as a Funding Contribution under this Agreement.
2. For the first Payment Claim if the Council has made an Initial Payment to the Recipient:
 - (a) evidence of the expenditure of the Initial Payment towards Eligible Project Costs; and
 - (b) a description of the Eligible Project Costs to which the Recipient has applied the Initial Payment.
3. Provision of a Progress Report, or, for a Payment Claim for the final Funding Instalment under this Agreement, provision of a Completion Report.
4. The Progress Report must set out:
 - (a) a description of the Milestones for the Funding Instalment that the Payment Claim is for;
 - (b) the Milestone number;
 - (c) a cost breakdown showing each item of expenditure by the Recipient for the Payment Claim;
 - (d) the date of each item of expenditure;
 - (e) the total expenditure by the Recipient for the Payment Claim (which must not include expenditure of the Initial Payment);
 - (f) the total expenditure amount which has been expended on Eligible Project Costs, including expenditure of the Initial Payment;
 - (g) the total expenditure amount which has been expended on the Project including Eligible Project Costs and Ineligible Project Costs;
 - (h) the Recipient's calculation of the Funding Contribution in accordance with Schedule 1 and clause 7 of this Agreement; and
 - (i) the description of the Recipient's progress for obtaining or delivering each Milestone for the Funding Instalment that the Payment Claim is for, against the relevant Milestone Date.
5. Any other information and material reasonably requested by the Council, including information to demonstrate the progress of the Project.

Schedule 3 Progress Report format

Monthly Report

Sport and Recreation Infrastructure Partnership Office

PROJECT PROGRESS REPORT – (MONTH/YEAR):**GENERAL**

Organisation	
Project	
Total Project Cost	
Approved Funding	
Approved Funding %	
Application Number	

KEY PROJECT CONTACTS*(Please include a list of key people involved in the project. Please identify the key contact for SR)*

Person	Role	Contact Details

SECTION 1: SUMMARY REPORT (all figures to be GST exclusive)

Approved Project Budget:	
Department of Housing & Public Works – Sport and Recreation	\$
Other funding sources	\$
Funded organisation	\$
Third party (LGA, State, Federal)	\$
Total (GST exclusive)	\$

Current Expenditure to date:	
Eligible	\$
Ineligible	\$
Total (GST exclusive)	\$

Project Status	
Stage of project	
Total percentage of construction completed	
Total Works in Ground Estimate (Accrual for unclaimed works)	\$

**Queensland
Government**

Project status – comments

KEY MILESTONES		
	Planned Date	Forecast / Actual Date
PRE-CONSTRUCTION PHASE		
Land Tenure		
Project Program		
Scope of Works		
Detailed Design		
Development Approval		
Building Approval		
Project cost / estimate		
Procurement documentation		
Award Contract		
CONSTRUCTION PHASE		
Construction Works commence		
Construction Works complete		
POST CONSTRUCTION PHASE		
Certificate of Practical Completion or Final Inspection Certificate		
Certificate of Classification		
Official Opening		

RISK REGISTER			
Date	Issues of Concern / Delay	Actions being taken to resolve issues	Issue resolved?

Item 15.1 / Attachment 2.

SECTION 2: CONTRACT INFORMATION

Please include details on contracts awarded. If in-kind works are to be used, please refer to the section below.

CONTRACTS					
Contract	Contractor	Contract Sum	Adjusted Contract Sum	Date of Award	Insurance Held
CONSULTANTS					
Project Management		\$	\$		
Civil Design / Structural / Hydraulics		\$	\$		
Environmental		\$	\$		
Landscape		\$	\$		
Geotechnical		\$	\$		
Cultural / Heritage		\$	\$		
CONSTRUCTION					
Civil works		\$	\$		
Building Works		\$	\$		
Electrical Works		\$	\$		
Plumbing Works		\$	\$		

Item 15.1 / Attachment 2.

SECTION 3: COST REPORT (GST exclusive)

	Project Budget (Estimate)	Commitment to Date	Expenditure to Date	Variation to the Contract	Project Cost (Final)
Project Manager	\$	\$	\$	\$	\$
Structural/Civil Design	\$	\$	\$	\$	\$
Landscape	\$	\$	\$	\$	\$
Geotechnical	\$	\$	\$	\$	\$
DA – Operational Works	\$	\$	\$	\$	\$
Building Approval Fees	\$	\$	\$	\$	\$
Ergon	\$	\$	\$	\$	\$
Plumbing & Drainage	\$	\$	\$	\$	\$
Compliance Cert – Ops Work	\$	\$	\$	\$	\$
Sewer/Water connection	\$	\$	\$	\$	\$
QFRS	\$	\$	\$	\$	\$
PLSL	\$	\$	\$	\$	\$
Building Contract 1 –	\$	\$	\$	\$	\$
Building Contract 2 –	\$	\$	\$	\$	\$
Total Project	\$	\$	\$	\$	\$

Item 15.1 / Attachment 2.

CASHFLOW FORM

START DATE YEAR: July 2020
ALL AMOUNTS TO BE GST EXCLUSIVE

	July 20	Aug 20	Sept 20	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	April 21	May 21	June 21
Total Project (FORECAST)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Project (ACTUAL)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Claims to (SRS FORECAST)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Claims to (SRS ACTUAL)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	July 21	Aug 21	Sept 21	Oct 21	Nov 21	Dec 21						
Total Project (FORECAST)	\$	\$	\$	\$	\$	\$						
Total Project (ACTUAL)	\$	\$	\$	\$	\$	\$						
Claims to (SRS FORECAST)	\$	\$	\$	\$	\$	\$						
Claims to (SRS ACTUAL)	\$	\$	\$	\$	\$	\$						

Project Manager's Signature

Date:

Schedule 4 Completion Report format

Sport and Recreation

of

Infrastructure Projects

Project details

Enquire reference number:

	-		-	
--	---	--	---	--

1. Who is the contact person for this project?

Name			
Position Title			
Organisation name			
Mobile		Email	

2. Provide a brief summary of the progress of your project and works still to be completed.

Works completed			
Works still to be completed	Percentage of works completed?	Estimated completion date	

3. Project Costs and Acquittal (Refer to Project Costs Working Sheet)

	Payment Amount	Total Eligible Acquitted Project Cost (A)	Approved Funding % (B)	Final Acquitted Amount (C)
Sum of previous acquittals (if applicable)				
Sum of current acquittal				
TOTAL				
Refund (if applicable)				

Payment Acquittal Report – Sport and Recreation

Additional comments

PRIVACY NOTE

The Department of Housing and Public Works is collecting the information on this form to assess project acquittal information for funding provided by department. Information will also be used to help the department monitor and evaluate programs and resources. This information will only be accessed by authorised employees within the department. Information on approved organisations and details of approved projects, such as funding approved and location of the project will also be made available on the department's website and may be provided to local governments and relevant sport and recreation organisations for the purpose of advice on approved project information. Your information will not be disclosed to any other parties unless authorised or required by law.

If you have any further questions regarding privacy, please contact the department's Privacy Contact Officer at righttoinformation@hpw.qld.gov.au.

Declaration

Two (2) members of your organisation's management committee must to complete the details below.

For Local Governments only one (1) Accountable Officer or Delegated Officer needs to complete the details below.

☐ Have all invoices and evidence of payment for this acquittal been attached.

☐ Has the Project Costs Working Sheet been completed and attached.

We certify that our organisation has recorded and retained original invoices and receipts and expended the grant received from the Queensland Government in accordance with the Sport and Recreation Infrastructure Funding Terms and Conditions and the Election Commitment 2018 Project Schedule with the Queensland Government. We acknowledge that financial records relating to this funding must be kept for a minimum of seven (7) years. We also acknowledge that the Queensland Government may audit the organisation to verify the accuracy of the information contained in this Acquittal Report.

Authorised Officer

Name: _____

Title: _____

Signature: _____

Date: _____

Authorised Officer

Name: _____

Title: _____

Signature: _____

Date: _____

Item 15.1 / Attachment 2.

Payment Acquittal Report – Sport and Recreation

-----Department use only-----

Date acquittal received	
Funding amount being acquitted	\$
Approved funding percentage	
Calculation of payment completed (attached in enQuire)	
Funding amount processed in enQuire	\$
Date payment processed in enQuire	

Assessed by	
-------------	--

Endorsed by	
-------------	--

Project Costs Worksheet

Project Reference Number: GPPS-GPPS07-2017.

Organisation:

Organization to complete

Ref	Contractor	Project Item	Invoice No	Invoice Date	Payment Amount (GST Excluded)	Proof of Payment	Acquired No.	Eligible/ Ineligible Contribution	In-Kind Contribution	Invoice Attached	Proof of payment attached
1					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
2					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
3					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
4					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
5					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
6					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
7					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
8					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
9					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
10					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
11					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
12					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
13					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
14					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
15					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
16					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
17					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
18					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
19					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
20					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
21					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
22					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
23					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
24					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
25					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
26					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
27					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
28					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
29					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
30					\$	-				<input type="checkbox"/>	<input type="checkbox"/>
TOTAL Project Cost					\$	-					
LESS Ineligible Costs					\$	-					
TOTAL ELIGIBLE PROJECT COST					\$	-					

Department to complete

Note: Enter figures in yellow sections only

Approved Funding %		Enter % paid to date	Upto	100%
Total Project Cost (Grant Deal)	\$	-		\$
Approved Dept Funding	\$	-	Enter % here	#VALUE!
			Approved % (B)	Total Acquired Amount (C)
First Payment Acquired	\$	-		
Second Payment Acquired	\$	-		
Third Payment Acquired	\$	-		
Total Acquired Amount	\$	-	100%	\$
Total Project Cost (eligible + ineligible project costs)				
Total In-Kind Project Cost				
Total In-Kind Contributions				
Total Eligible Project Cost (Actual)				\$
Refund to the Department		Refund/No Refund		#VALUE!

Doc ID No: A6311809

ITEM: 15.2

SUBJECT: REPRESENTATION ON THE DARLING DOWNS-MORETON RABBIT BOARD

AUTHOR: GENERAL MANAGER (PLANNING AND REGULATORY SERVICES)

DATE: 22 JUNE 2020

EXECUTIVE SUMMARY

This is a report concerning a request from the Minister for Agriculture Industry Development and Fisheries for Council to nominate up to two Councillors to be considered for appointment to the Darling Downs- Moreton Rabbit Board.

RECOMMENDATION/S

That Council nominate two Councillors to be considered for appointment to the Darling Downs-Moreton Rabbit Board.

RELATED PARTIES

There are no related Parties

ADVANCE IPSWICH THEME

Caring for the environment

PURPOSE OF REPORT/BACKGROUND

The Darling Downs-Moreton Rabbit Board's (the Board) function is to maintain the rabbit barrier fence and ensure that rabbits are managed in the Darling Downs-Moreton operational area. The district covers eight Local Government areas in South East Queensland, including:

- City of Gold Coast Council
- Ipswich City Council
- Lockyer Valley Regional Council
- Logan City Council
- Scenic Rim Regional Council
- Southern Downs Regional Council
- Toowoomba Regional Council
- Western Downs Regional Council.

The term of the appointments of the six directors currently on the Board will expire on 31 August 2020.

The Minister will appoint six new directors from candidates nominated by the eight Local Governments.

While the *Biosecurity Act 2014* does not prescribe the qualifications a person must have, it is highly desirable for a director to bring a combination of relevant skills and experience to the role.

The Board's continuation and re-establishment is made under the Act and directors are appointed for a term of up to four years. The Board currently meets about six times per year, employs about 14 staff and maintains an office located in Warwick.

The Minister has called for a nomination, of up to two Councillors (with at least one being a woman) by 30 June 2020.

A copy of the Role Description is attached.

LEGAL/POLICY BASIS

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

RISK MANAGEMENT IMPLICATIONS

There are no risks associated with Council either nominating a Councillor or not providing a nomination.

FINANCIAL/RESOURCE IMPLICATIONS

There would be some administrative costs in a Councillor participating on the Board and attending associated meetings and events. Council currently contributes an annual precept of \$140,000.


COMMUNITY AND OTHER CONSULTATION

No consultation is required for the consideration as to whether a Councillor is nominated.

CONCLUSION

The City still contains a significant rural community and Council contributes to the Board's operation, it would be considered appropriate for Council to put forward a nomination.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Role Description - Representatives for Appointment to the Darling Downs - Moreton Rabbit Board ↓ 
----	--

Peter Tabulo

GENERAL MANAGER (PLANNING AND REGULATORY SERVICES)

I concur with the recommendations contained in this report.

David Farmer
CHIEF EXECUTIVE OFFICER

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

Role Description: Director, Darling Downs-Moreton Rabbit Board

About the Board

- The Darling Downs-Moreton Rabbit Board (the Board) is established under the *Biosecurity Act 2014* (the Act) as an invasive animal board and is a statutory body under *Financial Accountability Act 2009* and *Statutory Bodies Financial Arrangements Act 1982*.
- The Board's function is to maintain the rabbit fence in good order and ensure it is an effective barrier against rabbits. The Board must also manage European rabbits in the Board's operational area (a large part of south-east Queensland).
- For each financial year the Board must prepare a written estimate of operational costs, including an itemised program of works.
- The Minister appoints six directors to the Board.
- The Board **must** meet at least once per year. However, the Board generally meets about six times per year. The Chairperson for the Board is chosen by the directors at the first general meeting.
- The role of the Board's directors is to ensure that the Board performs its functions appropriately in an effective way, and they must act in the best interests of the Board.

Desirable attributes

The Act does not currently prescribe the particular qualifications a person must have to be a director. However, the following skills, expertise and/or qualifications are desirable and could greatly assist the Board fulfil its functions.

- An interest in and/or knowledge of the function and activities of the Board. It is also preferable that appointed members reside within the operational area.
- Knowledge of:
 - strategic vertebrate pest control, particularly rabbit control and rabbit behaviour;
 - the operational area relevant to the Board; and
 - agricultural industries in the district impacted by rabbits.
- Previous experience serving on or an understanding of government boards and/or statutory authorities.
- The ability to demonstrate:
 - knowledge and understanding of accountability;
 - ability to think strategically;
 - networking and teamwork capabilities; and
 - sound decision-making skills.

Appendix

A board director cannot be:

- An insolvent under administration within the meaning in the *Corporations Act 2001*, section 9; or
- Convicted of an indictable offence, whether on indictment or summarily; or
- Convicted of an offence against the *Land Protection (Pest and Stock Route Management) Act 2002*, or from 1 July 2016, the *Biosecurity Act 2014*.

Doc ID No: A6308806

ITEM: 15.3

SUBJECT: RESOLUTION TO CLOSE PUBLIC LAND - 2020-2021 FIRE SEASON FUEL
REDUCTION PROGRAM

AUTHOR: NATURAL ENVIRONMENT AND LAND MANAGER

DATE: 22 JUNE 2020

EXECUTIVE SUMMARY

This is a report concerning management of public access and closure of White Rock Spring Mountain Conservation Estate for reasons of public safety during controlled burning fuel reduction activities and the enactment of powers under Section 10 (1) of Local Law 7.

RECOMMENDATION/S

That Council resolve to exercise the power under section 10(1) of Local Law 7 as a consequence of a planned schedule of hazard reduction burns occurring between 1 July 2020 and 31 September 2020.

RELATED PARTIES

There are no identified conflicts of interest for this report.

ADVANCE IPSWICH THEME

Caring for the environment

PURPOSE OF REPORT/BACKGROUND

Council is seeking to properly and lawfully close public access to (areas of) the Natural Area Estates during planned fuel reduction burning in order to be able to take all reasonable measures to manage the risks, real or potential, to conservation estate visitors, staff and the organisation.

Council has adopted a Temporary Closure of Park Estate or Reserve Procedure (Attachment 1) which is followed in times of fire risk or other emergencies which outlines the process and local laws required. However, in order to properly and lawfully enact and regulate a closure, a temporary and specific resolution covering the location and period is required to exercise powers under section 10 (1) of Local Law No.7 (local law) (Government Controlled Areas and Roads) 2013 (Attachment 2).

LEGAL/POLICY BASIS

This report and its recommendations are consistent with the following legislative provisions:
Local Law 7 (Local Government Controlled Areas and Roads)

RISK MANAGEMENT IMPLICATIONS

FINANCIAL/RESOURCE IMPLICATIONS





The burn program for the current financial year has been fully budgeted.

COMMUNITY AND OTHER CONSULTATION

CONCLUSION

A Council resolution to exercise the powers under section 10 (1) of Local Law 7 to cover the required closure(s) of 'White Rock Spring Mountain Conservation Estate' during the planned burn season of the 2020-2021 financial year is deemed necessary, and is therefore recommended to ensure proper lawful closure of the areas in order to properly manage public and staff safety.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	Temporary Closure of a Park, Estate or Reserve Procedure  
2.	Local Law No.7 (local law) Government Controlled Areas and Roads) 2013  

Phil Smith

NATURAL ENVIRONMENT AND LAND MANAGER

I concur with the recommendations contained in this report.

Kaye Cavanagh

MANAGER, ENVIRONMENT AND SUSTAINABILITY

I concur with the recommendations contained in this report.

Charlie Dill

GENERAL MANAGER - INFRASTRUCTURE AND ENVIRONMENT

I concur with the recommendations contained in this report.

David Farmer

CHIEF EXECUTIVE OFFICER

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



Temporary Closure of a Park, Estate or Reserve Procedure

Our Values: Collaboration Communication Integrity Efficiency Leadership

TOGETHER WE PROUDLY ENHANCE THE QUALITY OF LIFE FOR OUR COMMUNITY

Version Control and Objective ID	Version No: 3	Objective ID: A5914057
Name of parent Policy / Directive	Conservation Estates and Reserves Management Policy – A4208485	
Procedure Owner	Manager, Environment and Sustainability.	
Approved by GM on	16 April 2020	
Date of Review	16 April 2024	

1. Purpose

This procedure outlines the process for the temporary closure and subsequent re-opening of a Park, Estate or Reserve, or part thereof, to public access:

- (a) to carry out construction, maintenance, repair or restoration work;
- (b) to protect the health and safety of a person or the security of a person's property;
- (c) because of a fire or significant weather event;
- (d) to conserve or protect the cultural or natural resources of the area or native wildlife; or
- (e) to secure exclusive access for the purposes of a permit granted under section 11 (Use of a park, reserve or facility for ceremony, celebration, recreational or other activity) or under this local law.

2. Regulatory Authority

Local Government Act 2009

Local Law 7 (Local Government Controlled Areas and Roads) 2013

3. Roles and Responsibilities

This is a list indicating the internal roles and responsibilities relevant to the implementation of the procedure.

- General Manager (Infrastructure and Environment) – Delegation Local Law No. 7
- Manager (Environment and Sustainability) - Delegation Local Law No. 7

- Manager (Works and Field Services) - Delegation Local Law No. 7
- Manager (City Maintenance) - Delegation Local Law No. 7
- Manager (Natural Environment and Land Management)
- Manager (Business Services and Support)
- Principal Officer (Natural Areas and Urban Forest)
- Co-ordinator (Natural Areas)
- Planning Officer (Natural Environment)
- Conservation Visitor Management Officer

4. Key Stakeholders

The following will be consulted during the review process:

- Manager (Environment & Sustainability)
- Manager (Natural Environment and Land)
- Manager (Works and Field Services)
- Principal Officer (Sport and Recreation Programs)
- Principal Officer (Natural Areas & Urban Forest)
- Coordinator (Natural Areas)
- Supervisor (Natural Area)
- Conservation Visitor Management Officer
- Planning Officer (Natural Environment)
- Nature-Based Recreation Officer
- Security Services Officer
- Contracted Security Company

5. Education and Training Requirements

N/A

6. Procedure

Part A - ROUTINE NON-URGENT CLOSURE	
Step 1.0	1.1 The General Manager (Infrastructure and Environment), Manager (Environment and Sustainability), Manager (Works and Field Services), Manager (Natural Environment and Land Management) or Manager (City Maintenance) will determine when it is considered necessary and appropriate to temporarily close a park, estate or reserve or part thereof.
Step 2.0	2.1 Prior to any action being taken to further implement this procedure the Pathway Booking Module must be checked to ascertain if any bookings or permits for use of the park, estate or reserve in the period proposed to be temporarily closed,

Item 15.3 / Attachment 1.

	<p>have been issued. An appropriate entry should be made in the Pathway Booking Module relevant to the proposed period the park, estate or reserve will be closed.</p> <p>2.2 If a booking or permit is in place, then the party who has the booking should be advised the park, estate or reserve, or part thereof is to be closed and alternative arrangements discussed.</p>
Step 3.0	<p>3.1 The General Manager (Infrastructure and Environment), Manager (Environment and Sustainability), Manager (Works and Field Services), Manager (Natural Environment and Land Management) or Manager (City Maintenance) will advise, at least two (2) weeks prior to any closure being implemented, any specific site users, lessee and community groups of the intention to temporarily close the park, estate or reserve, or part thereof.</p>
Step 4.0	<p>4.1 Prior to or at the time of closing the park, estate or reserve in whole or in part a Marketing Request form is to be completed through 'My Council' internal services allowing for an advertisement to be placed in the local newspaper, or any other paper as considered relevant to the park, estate or reserve catchment. This advertisement must include the following information as a minimum:</p> <ul style="list-style-type: none"> • Park, estate or reserve to be closed • section of park, estate or reserve if not the whole • date of closure • expected duration of closure • reasons/requirements for closing the site
Step 5.0	<p>5.1 An e-mail must be forwarded to the Business Services and Support Requests with a CC: to the Business Services and Support Manager detailing the information as outlined in Step 4 above for the customer call centre's information.</p>
Step 6.0	<p>6.1 The General Manager (Infrastructure and Environment), Manager (Environment and Sustainability), Manager (Works and Field Services), Manager (Natural Environment and Land Management) or Manager (City Maintenance) will determine that the park, estate or reserve can be subsequently re-opened and as soon as possible advise any specific site users, lessee and any community group, of the date the park, estate or reserve is to be re-opened.</p>
Step 7.0	<p>7.1 Marketing Requests are to be notified to allow relevant advertising of the re-opening of the park, estate or reserve through appropriate media forums.</p>
Part B – Urgent Closure	
Step 1.0	<p>1.1 The General Manager (Infrastructure and Environment), Manager (Environment and Sustainability), Manager (Works and Field Services), Manager (Natural Environment and Land Management) or Manager (City Maintenance) will determine when it is considered necessary and appropriate to temporarily close a park, estate or reserve or part thereof in genuine urgent circumstances.</p>

Item 15.3 / Attachment 1.

Step 2.0	2.1 In any situation that is of genuine urgent nature the powers may be exercised immediately. In this situation General Manager (Infrastructure and Environment), Business Services and Requests Manager and the Manager, Media and Stakeholder Relations must be notified via email at the time the urgent temporary closure is enacted. Where required the lessee is to be notified via telephone of the urgent closure.
Step 3.0	3.1 The Manager, Media and Stakeholder Relations and Marketing Requests (CC: Online Marketing Advisor) are to be notified via email and through 'My Council' internal services to allow relevant advertising and notification of the urgent closure of the park, estate or reserve through appropriate media forums: <ul style="list-style-type: none"> • Park, estate or reserve to be closed • section of park, estate or reserve if not the whole • date of closure • expected duration of closure • reasons/requirements for closing the site
Step 4.0	4.1 Following any action being taken implementing this procedure the Pathway Booking Module must be checked to ascertain if any bookings or permits for use of the park, estate or reserve, in the period the park, estate or reserve is proposed to be urgently closed, have been issued. An appropriate entry should be made in the Pathway Booking Module relevant to the proposed period the park, estate or reserve will be closed. 4.2 If a booking or permit is in place then the party who has the booking will be contacted and advised the park, estate or reserve, or part thereof is to be closed and alternative arrangements will be discussed.
Step 5.0	5.1 Following completion of the urgent closure the General Manager (Infrastructure and Environment), Manager (Environment and Sustainability), Manager (Works and Field Services), Manager (Natural Environment and Land Management) or Manager (City Maintenance) will determine that the park, estate or reserve can be subsequently reopened and as soon as possible advise the Chief Executive Officer, any specific site users, lessee and community groups of the date the park, estate or reserve is to be reopened.
Step 6.0	6.1 The Manager, Media and Stakeholder Relations and Marketing Requests through 'My Council' internal services are to be notified via email to allow relevant advertising and notification of the urgent closure of the park, estate or reserve through appropriate media forums.

1. Monitoring and review

Following each temporary closure of a Park, Estate or Reserve, an assessment of the procedural steps and their effectiveness will be undertaken, with corrective actions taken as required.

A two yearly review of the procedure will be undertaken to ensure it remains fit for purpose.

2. Definitions

Park, Estate or Reserve: refers to the Ipswich City Council managed natural area/s affected by the closure.

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Part 1 Preliminary

1 Short title

This local law may be cited as *Local Law No. 7 (Local Government Controlled Areas and Roads) 2013*.

1A Commencement

This local law commences on 1 August 2013.

2 Object

The purpose of this local law is to—

- (a) protect the health and safety of persons using local government controlled areas¹ and roads²;
- (b) preserve the features and amenity of the natural and built environment under the local government's control;
- (c) prescribe appropriate standards of conduct on local government controlled areas and roads; and
- (d) provide direction on use of and access to local government controlled areas and roads; and
- (e) protect the assets of the local government.

3 Definitions—the dictionary

- (1) The dictionary in the Schedule (Dictionary) defines particular words used in this local law.
- (2) The dictionaries in *Local Law No.1 (Administration) 2013* and *Local Law No.4 (Permits) 2013* also define words used in this local law.

4 Relationship to other laws

- (1) The powers given by this local law must be exercised in a way that is not inconsistent with all Acts (including subordinate legislation) including—
 - (a) the *Environmental Protection Act 1994*; and
 - (b) the *Sustainable Planning Act 2009*; and

¹ For the definition of *local government controlled area* see Schedule 1.

² For definition of *road* see Schedule 1.

- (c) the *Criminal Code Act 1899*; and
 - (d) the *Forestry Act 1959*; and
 - (e) the *Mineral Resources Act 1989*; and
 - (f) the *Nature Conservation Act 1992*; and
 - (g) the *Recreation Areas Management Act 2006*; and
 - (h) the *Land Protection (Pest and Stock Route Management) Act 2002*; and
 - (i) the *Health Act 1937*; and
 - (j) the *Land Act 1994*; and
 - (k) the *Building Act 1975*; and
 - (l) the *Fisheries Act 1994*.
 - (m) the *Peaceful Assembly Act 1992*
- (2) The local government may only exercise its powers under this local law over—
- (a) trust land, if the proposed exercise of power is not inconsistent with—
 - (i) the terms and conditions of the trust; and
 - (ii) the *Land Act 1994*.
 - (b) a reserve, if the proposed exercise of power is not inconsistent with the legislation which has placed the reserve under the control of the local government; or
 - (c) a road, if the proposed exercise of power is—
 - (i) in the case of a State controlled road – approved in writing by the chief executive of the department which administers Chapter 6 (Road Transport Infrastructure) of the *Transport Infrastructure Act 1994*; and
 - (ii) in the case of a local government road – not inconsistent with the *Land Act 1994* and the *Local Government Act 2009*.

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Part 2 Administration of Local Government controlled areas

5 Management authority

- (1) The local government may by a subordinate local law—
 - (a) establish a management authority to manage a mall; and
 - (b) specify the pedestrian mall which the authority is to manage; and
 - (c) specify the membership and structure of a management authority;
 - (d) specify procedures governing the operation and use of the mall; and
 - (e) specify policies and guidelines governing the management of the mall by the management authority; and
 - (f) specify the powers given to the local government pursuant to this local law that may be exercised by a management authority on behalf of the local government.
- (2) A management authority may exercise the powers of the local government pursuant to this local law that are specified in a subordinate local law.

Part 3 Use of local government controlled areas

Division 1 Permits

6 Requirement for a permit

- (1) A person (other than a local government) must not undertake an activity which is a permit regulated activity³ —
 - (a) unless authorised by a permit granted pursuant to this local law and *Local Law No.4 (Permits) 2013*⁴; or
 - (b) unless authorised by an official sign exhibited in the local government controlled area or on the road.

³ For the definition of *permit regulated activity* see the Schedule 1.

⁴ *Local Law No. 4 (Permits) 2013* sets out the procedures for the application, granting, conditioning and enforcement of permits

Maximum penalty for subsection (1) –

- (a) for first offence – 20 penalty units.
- (b) for second offence within a 2 year period – 30 penalty units.
- (c) for third or further offences within a 2 year period – 50 penalty units.

(2) A person must not—

- (a) exhibit a sign which indicates that a permit regulated activity which does not comply with this local law does comply with this local law; or
- (b) in any manner or by any means indicate that a permit regulated activity which does not comply with this local law does comply with this local law.

Maximum penalty for subsection (2)

- (a) for first offence – 20 penalty units.
- (b) for second offence within a 2 year period – 30 penalty units.
- (c) for third or further offences within a 2 year period – 50 penalty units.

(3) Notwithstanding section 6(1) (Requirement for a permit) of this local law, a permit is not required if—

- (a) a local law or subordinate local law specifies that a permit is not required in respect of the undertaking of the permit regulated activity; or
- (b) a local law or subordinate local law specifies circumstances under which a permit is not required in respect of the undertaking of the permit regulated activity; or
- (c) the undertaking of the permit regulated activity is authorised by a Local Government Act.

(4) Notwithstanding section 6(1) (Requirement for a permit) of this local law, the holder of the permit must not undertake the permit regulated activity until all approvals required under legislation in respect of the permit regulated activity have been obtained.

- (5) For the purposes of section 6 (1) (Requirements for a permit) and the schedule (permit regulated activity) of the authorising law the activities specified in column 1 of schedule 2 are permit regulated activities.
- (6) For the purposes of section 6(3)(b) (Requirements for a permit) of this local law a permit is not required for the permit regulated activities specified in column 1 of schedule 2 in the circumstances prescribed in column 2 of schedule 2

Division 2 Regulation of local government controlled area

7 Regulation of local government controlled area

- (1) The local government may, by a subordinate local law, a resolution of the local government, or a sign exhibited on a local government controlled area—
 - (a) regulate the name of the local government controlled area; and
 - (b) regulate the exclusion or admission of persons or goods from the local government controlled area; and
 - (c) regulate the hours or days during which the local government controlled area or any part thereof is open; and
 - (d) prescribe a fee for the use or hire of local government controlled area; and
 - (e) regulate the ingress and egress to the local government controlled area to a designated access point; and
 - (f) regulate the driving, parking or use of a regulated vehicle on the local government controlled area; and
 - (g) regulate the bringing of an animal or a plant onto the local government controlled area; and
 - (h) regulate the bringing of a regulated object onto the local government controlled area; and
 - (i) regulate conduct on the local government controlled area; and
 - (j) regulate interference with the local government controlled area; and
 - (k) regulate the lighting and maintenance of fires and pyrotechnics on the local government controlled area; and

- (i) regulate the carrying out of permit regulated activities; and
 - (m) regulate the use by the public of the local government controlled area to ensure the protection of—
 - (i) the local government controlled area (including the amenity of the local government controlled area); or
 - (ii) any person using the local government controlled area; and
 - (n) designate land under local government control as a park or reserve.
- (2) A person (other than the local government) must not contravene a restriction imposed pursuant to section 7(1) (Regulation of local government controlled area) of this local law unless—
- (a) authorised by a permit; or
 - (b) authorised by the prior written approval of the local government or;
 - (c) authorised by a direction of an authorised person; or
 - (d) that person is a police officer acting in the performance of their duties.

Maximum penalty for subsection (2) – 20 penalty units unless the activity is a prohibited activity⁵ in which case the maximum penalty prescribed for offences in relation to such activities.

- (3) A sign exhibited under section 7(1) (Regulation of local government controlled area) of this local law –
- (a) must state –
 - (i) the regulation or fee imposed by the sign;
 - (ii) that the sign is an instrument under this local law; and
 - (iii) that the penalty under section 7(2) applies to contravention of the sign; and
 - (b) is effective only while the sign is conspicuously displayed on or at the entrance to the local government controlled area.

⁵ See section 8 (Prohibited activities)

- (4) An authorised person may make a direction in relation to a matter specified in section 7(1) (Regulation of local government controlled area) of this local law⁶.

8 Prohibited activities

- (1) The local government may declare an activity to be a prohibited in a local government controlled area or road (a **prohibited activity**).

Example for paragraph (1)—

The local government may declare that the riding of trail bikes is a prohibited activity in all local government controlled areas, in a particular local government controlled area or in a part of a local government controlled area.

- (2) A person must not engage in a prohibited activity without local government approval in a local government controlled area or road.

Maximum penalty for subsection (2)—40 penalty units

9 Local government to exhibit a sign

- (1) The local government must exhibit a sign at the entrance of each local government controlled area or road specifying the subject matter of a prohibition or restriction pursuant to the following provisions of this local law—
- (a) section 7 (Regulation of government controlled area); or
- (b) section 8 (Prohibited activities)
- (2) However, section 9(1) (Local government to exhibit a sign) of this local law does not apply if the local government determines that a sign should not be exhibited in accordance with section 9(1) (Local government to exhibit a sign) of this local law.

Example—

The local government may determine not to erect a sign if the local government is of the opinion that—

- the sign would cause a visual nuisance;
- the sign would encourage vandalism;
- the sign would be contrary to the purpose for which the park is to be used;
- the sign would not be cost effective; or

⁶ See section 14 (Direction to leave local government controlled area)

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- the park does not have a designated entrance.

10 Power of closure of local government controlled areas

- (1) The local government may temporarily close a local government controlled area to public access—
 - (a) to carry out construction, maintenance, repair or restoration work;
 - (b) to protect the health and safety of a person or the security of a person's property;
 - (c) because of a fire or other natural disaster; or
 - (d) to conserve or protect the cultural or natural resources of the area or native wildlife; or
 - (e) to secure exclusive access for the purposes of a permit granted under section 11 (Use of a park, reserve or facility for ceremony, celebration, recreational or other activity) or under this local law.
- (2) The local government may, by subordinate local law, permanently close a local government controlled area to public access for any of the following reasons—
 - (a) the conservation of the cultural or natural resources of the area, including, for example—
 - (i) to protect significant cultural or natural resources;
 - (ii) to enable the restoration or rehabilitation of the area; or
 - (iii) to protect a breeding area for native wildlife;
 - (b) protection of the health and safety of members of the public;
 - (c) protection of a facility or service in the area, including, for example, infrastructure, water supply facilities or power generating equipment;
 - (d) protection of the amenity of an area adjacent to the area;
 - (e) the orderly or proper management of the area.

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- (3) If the local government closes a local government controlled area under subsections (1) or (2), it must place at each public entrance to the area a notice of the closure, including a statement of the duration of the closure.

Example—

If the local government closes an area that is part of a wider local government controlled area, it must place notices at each public entrance to the closed area.

- (4) A person must not enter or remain in a local government controlled area while it is closed to public access under this section, unless the person is authorised to do so by an authorised person.

Maximum penalty for subsection (4) —20 penalty units.

Division 4 Use of parks

11 Use of a park, reserve or facility for ceremony, celebration, recreational or other activity

- (1) A person may apply to the local government pursuant to *Local Law No.4 (Permits) 2013* to—
- (a) use a park, reserve or a facility or control a park, reserve or a facility for the purpose of a ceremony, celebration, recreational or other activity and have exclusive access to a specified area of a park, reserve or facility not exceeding that which may be reasonably necessary for that activity; or
- (b) erect a facility or structure or install equipment in a specified area of a park or reserve.

Examples:

A permit might authorise a sporting association to:

- mark out a playing field in a specified location on the park or reserve;
- install specified equipment and facilities (such as goal posts and change rooms);
- exclude the public from the relevant part of the park or reserve either temporarily (e.g. during the playing of a game) or over the whole of the period of the licence.

- (2) A person must not use a park or a facility contrary to a permit or the conditions of a permit issued pursuant to section 11(1) (Use of a park or reserve for recreational activity) of this local law.

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Maximum penalty for subsection (2) – 50 penalty units.

- (3) The local government may, notwithstanding the existence of a permit, limit the use of a facility to—
 - (a) ensure equal access by all sectors of the public; and
 - (b) protect a park or a facility from overuse or damage.
- (4) A person must not, unless authorised by a permit, use a park or a facility contrary to a limitation made pursuant to section 11(3) (Use of a park or reserve for recreational activity) of this local law.

Maximum penalty for subsection (4) – 50 penalty units

12 Permit regulated use of parks and reserves

The local government may by subordinate law, prescribe the circumstances under which a permit is required for a ceremony, celebration, recreational or other activity in a park, reserve or facility.

Part 4 General powers of direction

13 Direction to leave a local government controlled area

- (1) If an authorised person believes on reasonable grounds a person on a local government controlled area is contravening or has just contravened a provision of a local law, the authorised person may direct the person to—
 - (a) leave the a local government controlled area —
 - (i) within a stated reasonable time; or
 - (ii) immediately if the authorised person believes on reasonable grounds the contravention is serious; and
 - (b) not to re-enter the local government controlled area for a stated reasonable period of not more than 3 calendar days.
- (2) The person must comply with a direction given to the person under section 13(1) (Direction to leave a local government controlled area) of this local law, unless the person has a reasonable excuse for not complying with it.

Maximum penalty for subsection (2) – 50 penalty units.

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- (3) An approval held by a person who is directed to leave the a local government area under section 13(1) (Direction to leave a local government controlled area) of this local law is cancelled by force of section 13(2) (Direction to leave a local government controlled area) of this local law when the person is required to have left the local government area.
- (4) A person given a direction under section 13(1) (Direction to leave a local government controlled area) of this local law to leave a local government controlled area must not re-enter the local government controlled area unless the person has a reasonable excuse for the re-entry within the period stated in the direction.

Maximum penalty for subsection (4) – 20 penalty units.

Part 5 Roads

14 Power to require adjoining land owner to fence land or remove a fence

- (1) The local government may, by written notice to the owner of land adjacent to a road, require the owner of that land to construct, maintain, repair or remove a fence between the road and that land (**fencing notice**) if, in the opinion of an authorised person—
 - (a) the construction of a fence is necessary to prevent animals escaping from the land onto the road;
 - (b) the fence is not adequate or effective for its intended purpose; or
 - (c) the fence constitutes an actual or potential safety hazard.
- (2) A fencing notice must—
 - (a) fix the minimum standards with which the fence must comply; and
 - (b) state the time by which construction of the fence must be completed.
- (3) An owner of land to whom a fencing notice is given must comply with the notice.

Maximum penalty – 50 penalty units.

15 Works notice

- (1) The local government may give a works notice to the owner or occupier of premises adjoining or adjacent to a road to perform works on the premises where an authorised person is satisfied that the works should be performed to prevent a risk of—

- (a) harm to human health or safety or personal injury; or
 - (b) property damage or a loss of amenity; or
 - (c) environmental harm or environmental nuisance; or
 - (d) a nuisance; or
 - (e) interference with the safe movement of traffic or the safe use of a road; or
 - (f) damage to a road.
- (2) The works notice must specify—
- (a) the basis on which the works notice is given; and
 - (b) the work to be performed or the action to be taken; and
 - (c) the time for compliance with the works notice.
- (3) A person to whom a works notice is given must comply with the works notice.

Maximum penalty for subsection (3) – 50 penalty units.

16 Numbering of allotments adjoining a road

- (1) An owner of land must not adopt or exhibit a number for a building or allotment which is inconsistent with the numbering system adopted by the local government.

Maximum penalty - 10 penalty units.

- (2) An owner of land (other than vacant land) must display the number allocated by the local government for easy identification of the land from the adjoining road, being the road to which the allocated number relates, unless the local government exempts the owner from displaying the number.

Maximum penalty - 10 penalty units.

17 Prohibition on use of road

- (1) A person must not wash or clean, paint, repair, alter or maintain a vehicle on a road.

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Maximum penalty for subsection (1) – 10 penalty units

- (2) Subsection (1) does not apply if a vehicle is temporarily disabled with a minor fault and the driver of the vehicle stops for no longer than is necessary for the performance of maintenance work limited to the minimum necessary to allow the vehicle to be moved from the road.

Part 6 Cost Recovery

18 Power to remove and cost recovery

- (1) This section applies where—
- (a) a structure or other material thing has been brought onto a local government controlled area or road in contravention of a local law, including a permit issued under a local law; or
 - (b) a structure has been erected or installed in, on, across, under or over a road in contravention of a local law, including a permit issued under a local law.
- (2) An authorised person may seize (by dismantling if necessary) and impound the structure or thing if its immediate removal is necessary—
- (a) in the interests of public health or safety; or
 - (b) to prevent environmental harm, property damage or loss of amenity.
- (3) Where subsection (1) does not apply, an authorised person may seize (by dismantling if necessary) and impound the structure or thing if—
- (a) the owner, or person in possession, of the structure or thing has not complied with a general compliance notice requiring the owner or person to remove it; and
 - (b) the time for making an application for review of the general compliance notice has expired.
- (4) The local government may recover the cost of action taken under this section as a debt from the person responsible for the activity mentioned in subsection (1).
- (5) In this section—

thing does not include an animal.

19 Damage cost recovery

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- (1) A person who, without the local government's authority, intentionally or negligently interferes with:
- (a) a local government controlled area or road; or
 - (b) a chattel or goods owned by the local government in or on a local government controlled area or road; or
 - (c) any chattel or goods owned or controlled by the local government wherever situated.

is liable to the local government for the amount properly and reasonably incurred by the local government in repairing the damage caused by the interference or replacing the chattel or goods.

- (2) The local government may recover the amount payable by the person under section 19(1) (Damage cost recovery) as a debt, together with interest on the amount, as if it were an amount of overdue rates payable, to the local government.

Part 7 Miscellaneous

20 Subordinate local laws

- (1) The local government may make a subordinate local law with respect to—
- (a) the establishment of a management authority and the membership, structure, procedures, policies, guidelines and powers of the management authority pursuant to section 5 (Management authority) of this local law; and
 - (b) when a permit is not required to undertake a permit regulated activity pursuant to section 6 (Requirement for a permit) of this local law; and
 - (c) the regulation or prescription of matters referred to in section 7 (Regulation of local government controlled area) of this local law; and
 - (d) an activity which is a prohibited activity pursuant to section 8 (Prohibited activities) of this local law; and; and
 - (e) the permanent closure of a local government controlled area pursuant to section 10 (Power of closure of local government controlled areas) of this local law; and

- (f) the circumstances under which a permit is required for the holding of a celebration or ceremony in a park, reserve or facility pursuant to section 12 (Permit regulated use of parks and reserves); and
 - (g) a thing as a regulated object pursuant to the Schedule (Dictionary— definition of structure) of this local law; and
 - (h) activities that are permit regulated activities pursuant to the Schedule (Dictionary— definition of permit regulated activity) of this local law; and
 - (h) a thing as a vehicle pursuant to the Schedule (Dictionary— definition of vehicle)) of this local law; and
- (2) Without in any way limiting the scope of the power to make subordinate local laws set out elsewhere in this local law, the local government may make a subordinate local law which is necessary or convenient to give effect to this local law and its objects.

Part 8 Transition, Savings and Repeals

21 Repeals

The following Local Laws are repealed —

- Local Law No. 12 (Roads) 1999, gazetted 18 June 1999
- Local Law 17 (Parks an Reserves) 1997, gazetted 14 February 1997
- Local Law No. 24 (Gates and Grids) 1999, gazetted 18 June 1999
- Local Law No. 32 (Pedestrian Malls) 2000, gazetted 24 March 2000
- Local Law 35 (Visibility of Road Intersections and Road Junctions) 1999, gazetted 18 June 1999
- Local Law No. 42 (Libraries) 1998, gazetted 8 January 1999

22 Existing Permits

Any person who immediately before the commencement of this local law held a permit under any local law to operate an activity which is now a licence regulated activity under this local law is deemed to be a holder of a permit under this local law and *Local Law No. 4 (Permits) 2013* to operated that activity.

23 Signs

Any sign erected by the local government before the commencement of this local law which regulates a matter of the sort specified in section 7 (Regulation of local government controlled area) or prohibits an activity in a local government controlled area or road is deemed to be a sign under this local law and in particular under section 9 (Local government to exhibit a sign) of this local law.

Schedule 1 Dictionary

Section 3

alteration or improvement to local government controlled areas or roads means—

- (a) installing, changing, damaging or removing a structure in a local government controlled area or on a road; or
- (b) planting, clearing or damaging of vegetation in a local government controlled area or on a road,

but does not include an alteration or improvement—

- (c) that constitutes development under the *Sustainable Planning Act 2009*;⁷
- (d) for which a tree clearing permit is required under the *Vegetation Management Act 1999*;
- (e) that involves a network connection; or
- (f) for which written approval of the local government is required under section 75 of the Act.

approval has the meaning given in *Local Law No. 1 (Administration) 2013* and includes all conditions of consent, permission, permit, licence, authorisation or approval.

assistance animal see *Guide, Hearing and Assistance Dogs Act 2009*, schedule 4 Dictionary.

authorised person means a person authorised by the local government under *Local Law No. 1 (Administration) 2013* to exercise the powers of an authorised person under this local law.

authorised vehicle means a vehicle engaged for or used in conjunction with local government purposes by or on behalf of the local government, or any other vehicle as authorised in writing by the local government.

bicycle see the *Transport Operations (Road Use Management) Act 1995*, schedule 4, definitions.

facility means any building, structure, carparking area, pedestrian access, vehicle access, fence, picnic shelter, toilet block, playground equipment, park bench, pond, waterfall, fountain, monument, amenities or grounds or any other fixture or fitting in or on a park or reserve.

⁷ See section 7, Sustainable Planning Act 2009.

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footpath see Transport Operations (Road Use Management) Act 1995, schedule 4, definitions.

goods does not include an animal.

guide dog means a dog trained to be an effective guide for a person with disability attributable to a vision impairment.

hearing dog means a dog trained to be used as an aid by a person with disability attributable to a hearing impairment.

interference or **interferes** includes damage, destruction, tampering, removal, alteration, defacement or change.

local government means Ipswich City Council.

local government controlled area—

- (a) means land, facilities and other infrastructure owned, held in trust or otherwise controlled by the local government, other than a road; and

Examples of local government controlled areas—

- *parks, reserves and recreational areas*
- *conservation parks*
- *cemeteries*
- *local government operated library, including mobile libraries*
- *local government Chambers and local government offices*
- *jetties.*
- *a mall*

- (b) includes part of a local government controlled area; and

- (c) includes any other road or area approved under chapter 6 of the *Transport Infrastructure Act 1994*.

mall means a mall established in accordance with the Act.

official sign means a sign erected pursuant to this local law.

park has the same meaning as in the Planning Scheme

permit regulated activity means—

- (a) an activity which is specified as a permit regulated activity in Schedule 2 of this local law; or
- (b) an activity which would ordinarily be prohibited by this local law or subordinate

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local law unless authorised by a permit, but for which a local law or subordinate local law specifies that a permit is not required.

planning scheme means the planning scheme for Ipswich City Council made pursuant to the superseded *Integrated Planning Act 1997*, as amended pursuant to the *Planning Act* from time to time.

power-assisted bicycle has the same meaning as in the TORUM Act

prohibited activity see section 8.

recreational activity includes sporting activity.

regulate includes the power to prohibit.

regulated object means a thing—

- (a) which in the opinion of the authorised person is dangerous; or
- (b) specified as a regulated object in a subordinate local law.

regulated vehicle means—

- (a) a vehicle; and
- (b) a wheeled recreational device; and
- (c) a bicycle, cycle and a tricycle; and
- (d) a power assisted cycle.

road means —

- (a) a road as defined in the Act, section 59; and
- (b) a State-controlled road in respect of which the chief executive has given written agreement under the TORUM Act, section 66(5)(b) where that act requires such agreement.

structure has the meaning given in the *Local Government Act 2009* and includes a structure as defined under the *Building Act 1975* and any other thing specified in a subordinate local law.

the Act means the *Local Government Act 2009*.

TORUM Act means the *Transport Operations (Road Use Management) Act 1995*

vehicle means—

- (a) a vehicle as defined in the TORUM Act schedule 4, definitions; or
- (b) any other thing specified as a vehicle in a subordinate local law.

wheeled recreational device has the same meaning as in the TORUM Act

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Schedule 2 Permit regulated activities

Section 6

Column 1 Permit regulated activities	Column 2 Circumstances that do not require a permit under the Local Law
Alteration or improvement to local government controlled areas or roads ⁸	None.
Bringing or driving a motor vehicle onto a local government controlled area	<p>Accessing a local government controlled area by an authorised contractor for the purpose of repairing or maintaining a local government facility.</p> <p>Where there is an official sign permitting the bringing or driving of a motor vehicle onto the area.</p>
Bringing or riding a bicycle into a mall	Walking a bicycle from a road directly to a bicycle rack in a mall or from a bicycle rack in a mall directly to a road.
Bringing an animal into a pedestrian mall	<p>Bringing a hearing dog, guide dog or assistance animal into an outdoor pedestrian mall.</p> <p>The police, military or a member of State Emergency Services bringing an animal into the outdoor pedestrian mall in the course of official duties.</p> <p>Where approved by a management authority appointed for the purpose of managing the pedestrian mall.</p>
Entering or remaining in a local government controlled area outside of the opening hours.	None
Bringing an animal into a local government controlled cemetery.	None
Interfering with a grave, memorial or with flowers or tokens on a grave or memorial in a cemetery.	Where the grave, memorial flowers or tokens are being tended by a member of the deceased's family or persons authorised by the deceased's family or the operator of the

⁸ See the definition of *alteration or improvement to local government controlled areas and roads* in Schedule 1.

Column 1 Permit regulated activities	Column 2 Circumstances that do not require a permit under the Local Law
	cemetery.
Suffering, permitting or allowing any goods or materials or merchandise of any description to be placed in or upon a road.	Permitted only for such period as is necessary to house or remove the goods, materials or merchandise but in any event for not more than thirty (30) minutes.
Camping or residing on a local government controlled road or in a local government controlled area.	Where camping without a permit is permitted by signage
Bringing onto, being in possession of, or discharging a firearm in a local government controlled road or area	Permitted only where the firearm is being used as part of a performance in a theatre or where the firearm is in the possession of serving military personnel and being used in a memorial or military ceremony.
Seek or receive or indicate that a person wishes to receive a donation of money from any person	Permit is only required if the activity is to take place in a mall
Take part in any public assembly ⁹ or give any public address.	Permit is only required if the activity is to take place in a mall and in the case of a public assembly is not an authorised assembly under the <i>Peaceful Assembly Act 1992</i> .

⁹ Note also the requirements of the *Peaceful Assembly Act 1992*

Endnotes

1 Index to Endnotes

- 2 Date to which amendments incorporated
- 3 Key
- 4 Table of reprints
- 5 List of legislation
- 6 List of annotations

2 Date to which amendments incorporated

This reprint includes all amendments that commenced operation on or before the

3 Key

Key to abbreviations in list of legislation and annotations

Key Explanation

amd = amended
ch = chapter
def = definition
div = division
hdg = heading
ins = inserted
om = omitted
p = page
pt = part
renum = renumbered
rep = repealed
s = section
sch = schedule
sdiv = subdivision

4 Table of reprints

A reprint is issued upon the commencement of an amending instrument. A reprint is given the date of commencement of the amending instrument.
Table of reprints of this local law – no amendments

5 List of legislation

Original Local Law

Local Law No.7 (Local Government Controlled Areas and Roads) 2013

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Local Law No. 7 (Local Government Controlled Areas and Roads) 2013

date of gazettal 5 July 2013

6 List of annotations

Doc ID No: A6283579

ITEM: 15.4

SUBJECT: SUPPLY OF ELECTRICITY FOR SMALL CONTESTABLE SITES UNDER LOCAL BUY CONTRACT

AUTHOR: CONTRACTS OFFICER

DATE: 8 JUNE 2020

EXECUTIVE SUMMARY

This is a report concerning the Supply of Electricity for Small Contestable Sites under Local Buy Contract. The recommendation in relation to the successful tender must be presented to Council at the first available meeting of Council, for Council's noting. The contract was executed by the Chief Executive Officer on 22 May 2020.

RECOMMENDATION

- A. That Council note that the Supply of Electricity for Small Contestable Sites under Local Buy Contract number BUS 275 - 0420 was awarded to ERM Power Retail Pty Ltd.**
- B. That Council note that a contract has been entered into with ERM Power Retail Pty Ltd for the Supply of Small Contestable Site Electricity for the anticipated sum of one million, seven hundred and fifty four thousand, one hundred and ninety dollars and seventy four cents (\$1,754,190.74) for a period of three (3) years.**

RELATED PARTIES

There are no discernible conflicts of interest.

ADVANCE IPSWICH THEME

Managing growth and delivering key infrastructure

PURPOSE OF REPORT/BACKGROUND

Council currently has approximately three hundred (300) Small Electrical Sites that have contestable electricity supply.

- Current Contract Details:
 - Council has an existing contract: Local Buy BUS 237-0313 Electricity Retail Agreement (Small Contestable Sites) with ERM Power Retail Pty Ltd that expires 30 June 2020.
- New Contract Details:

ERM Power Retail Pty Ltd Retail Electricity Agreement

- Contract Commences: 01 July 2020
 - Contract Expires: 30 June 2023
 - Term 3 years
- On 11 May 2020, a restricted tender process closed and was assessed by an evaluation panel with representatives from Local Buy, Redland City Council, City of Gold Coast Council and Gympie Regional Council.
 - The recommendation under Local Buy Contract number BUS 275 - 0420 for the Supply of Retail Electricity for the small metered NMIs category it is that the Councils accept the tender from ERM Power Retail Pty Ltd for the Councils in the Energex distribution area terminating on 30 June 2023 (including Ipswich City Council).

The anticipated Total Spend is \$ 1,754,190.74 or an average of \$584,730.25 per year for 3 years.

LEGAL/POLICY BASIS

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

Local Government Act 2009 Section 257(1) of the Local Government Act 2009, Council delegates to the Chief Executive Officer, the power to exercise the powers of Council under Chapter 6 (Contracting) of the Local Government Regulation 2012 in its capacity as a local government. Local Government Regulation 2012 Section 234 (4) Exception for LGA arrangement.

RISK MANAGEMENT IMPLICATIONS

The execution of a contract within the set timeframe enabled Council to be part of a collective tendering process without the risk of seeking prices as a single entity and with a smaller demand quantity. The process recommended and resolved by Council has achieved better value for money.

FINANCIAL/RESOURCE IMPLICATIONS

The forecast cost for the current supply contract to June 2020 is \$2.2M. Based on the figures provided in the tender an estimated cost for the years 2020 to 2023 would be in the vicinity of \$1.7M. While this figure may change based on the movements within the electricity market and the addition of new Council sites, the arrangement represents a good outcome for Ipswich.

COMMUNITY AND OTHER CONSULTATION

Not Applicable

CONCLUSION

As stated in Council motion of 27 April 2020

G13 DELEGATION TO CEO TO ENTER INTO CONTRACT UNDER LOCAL BUY CONTRACT FOR THE SUPPLY OF ELECTRICITY FOR SMALL CONTESTABLE SITES

The recommendation in relation to the successful tender must be presented to Council at the first available meeting of Council, for Council's noting.

That the report be received and noted.

ATTACHMENTS AND CONFIDENTIAL BACKGROUND PAPERS

1.	CONFIDENTIAL ERM SME REA SEQ Councils Ipswich City Council V2 - Executed
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John O'Donnell
CONTRACTS OFFICER

I concur with the recommendations contained in this report.

Stephen Bailey
PRINCIPAL OFFICER (PROCUREMENT AND CONTRACT OPERATIONS)

I concur with the recommendations contained in this report.

Richard White
MANAGER, PROCUREMENT

I concur with the recommendations contained in this report.

Sonia Cooper
GENERAL MANAGER CORPORATE SERVICES

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