



BOARD AGENDA & REPORTS

for the Meeting of the Adelaide Park Lands Authority Board

Thursday 6 August 2020
at 5:30 pm

in the Colonel Light Room,
Adelaide Town Hall

The Adelaide Park Lands Authority was established by the *Adelaide Park Lands Act 2005 (SA)* as a subsidiary of the City of Adelaide under the provisions of the *Local Government Act 1999 (SA)*.

As part of the Park Lands governance framework the Adelaide Park Lands Authority is the principle advisory body to the City of Adelaide and the South Australian State Government on Park Lands matters.

The Authority provides guidance around the use of and improvement to the Adelaide Park Lands through the development of the Adelaide Park Lands Management Strategy 2015 – 2025, which can be found [here](#) .

Membership	The Lord Mayor; and 4 other members appointed by the Council; and 5 members appointed by the Minister.
Quorum	6
Presiding Member	The Right Honourable the Lord Mayor Sandy Verschoor,
Deputy Presiding Member	Ms Kirsteen Mackay,
Board Members	Ms Allison Bretones, Mr Rob Brookman AM Ms Jessica Davies-Huynh, Mr Stephen Forbes, Councillor Alexander Hyde (Deputy Lord Mayor), Ms Stephanie Johnston, Mr Craig Wilkins and Mr Ben Willsmore.
Proxy Board Members	Councillor Anne Moran (for Councillor Alexander Hyde) Professor Emeritus Damien Mugavin (for Ms Stephanie Johnston)

1. **Acknowledgement of Country**

At the opening of the Board Meeting, the Board member presiding will state:

‘Adelaide Park Lands Authority acknowledges that we are meeting on traditional Country of the Kaurna people of the Adelaide Plains and pays respect to Elders past and present. We recognise and respect their cultural heritage, beliefs and relationship with the land. We acknowledge that they are of continuing importance to the Kaurna people living today.

And we also extend that respect to other Aboriginal Language Groups and other First Nations who are present today.’

2. **Apologies**

Nil

3. **Confirmation of Minutes – 2/7/2020**

That the Minutes of the meeting of the Board of the Adelaide Park Lands Authority held on 2 July 2020 be taken as read and be confirmed as an accurate record of proceedings.

4. **Presiding Member Report**

4.1 Review of APLA Charter

To be distributed separately

5. **Executive Officer Report**

(where relevant this may include a response/update to any undertakings given in prior meetings)

6. **Deputations**

Granted at time of Agenda Publication – 30/7/2020 - Nil

7. **Presentations/Workshops**

7.1 Presentation Review of the Community Land Management Plan (20 minutes) [Page 4]

Presenter: Michele Williams, Senior Park Lands Planner (CoA)

Purpose: To provide an overview of the rationale and process for the review

8. **Reports for the consideration of the Board**

8.1 Bunday’s Paddock/Tidlangga Sports Building [2015/00666] [Page 19]

8.2 King Rodney Park/Ityamai-itpina Maintenance/Storage Building [2020/00910] [Page 92]

8.3 Superloop Adelaide 500 2021 Event Declarations Consultation [2020/00806] [Page 105]

8.4 Peace Park / Town Clerks Walk / Redgum Park / Karrawirra (Park 12) Improvement Project [2018/02020] [Page 110]

8.5 Gladys Elphick Park / Narnungga (Park 25) Car Park Trial Consultation Results [2016/03871] [Page 115]

9. **Other Business**

Questions on Notice / Motions on Notice – Nil at time of Agenda publication – 30/7/2020

Questions without Notice/Motions without Notice

Discussion Forum

(general matters related to the statutory functions of the Board, limited to five minutes per item, on the proviso that the matter is canvassed with the Presiding Member prior to the meeting)

10. Exclusion of the Public

10.1 Exclusion of the Public [2018/04291] [Page 121]

For the following Board Reports seeking consideration in confidence:

11.1 Lounders Boatshed Café [s 90(3) (d)]

11. Confidential Report for Consideration of the Board

11.1. Lounders Boatshed Café [2016/02716] [Page 124]

12. Next Meeting and Closure

Review of the Adelaide Park Lands Community Land Management Plan

Overview of ⁵Presentation



CLMP LEGISLATIVE
REQUIREMENTS



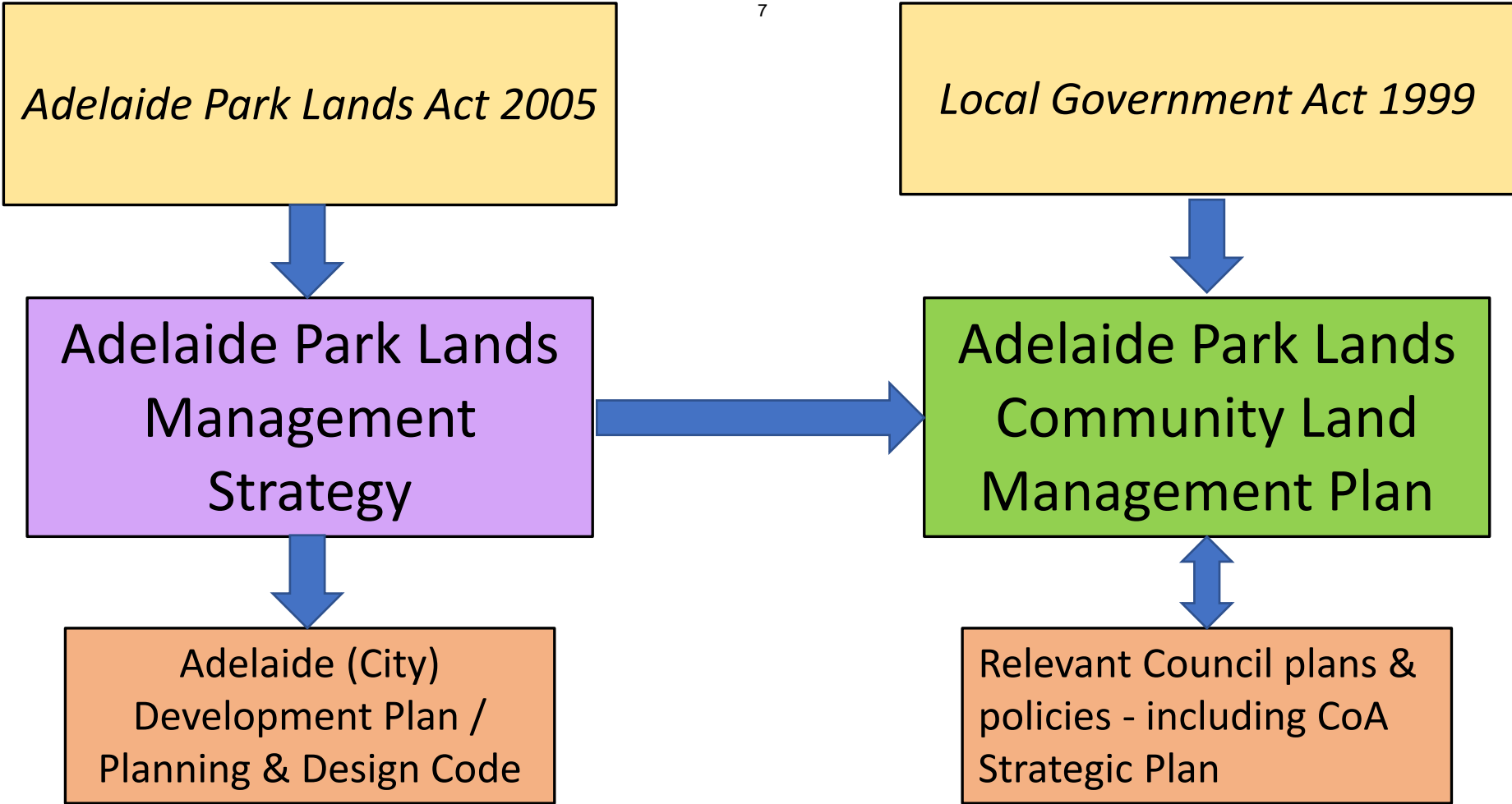
REVIEW APPROACH



APLA'S ROLE

Why have a Community⁶ Land Management Plan?

- Requirement of *Local Government Act, 1999*
- Represents good governance
- Provides accountability
- CLMP & APLMS: why have both?



-  Legislation
-  Plan developed by Adelaide Park Lands Authority
-  Plan, policy etc adopted by City of Adelaide

Responsibility for Management of the Park Lands



Legislative Requirements

- **Local Government Act, 1999: S196(1a)**
“The Adelaide City Council must prepare and adopt a management plan for the Adelaide Park Lands”
- **Adelaide Park Lands Act, 2005: S19(1) & S19(3)**
“ consistent with the Adelaide Park Lands Management Strategy”

“ ... undertake a comprehensive review at least once in every 5 years”

Legislative Requirements

- **Adelaide Park Lands Act, 2005: S19(2)**

“The Adelaide City Council must consult on a draft of its proposal with -

(a) the Minister; and

(b) the Authority; and

(c) any State authority or adjoining council; and

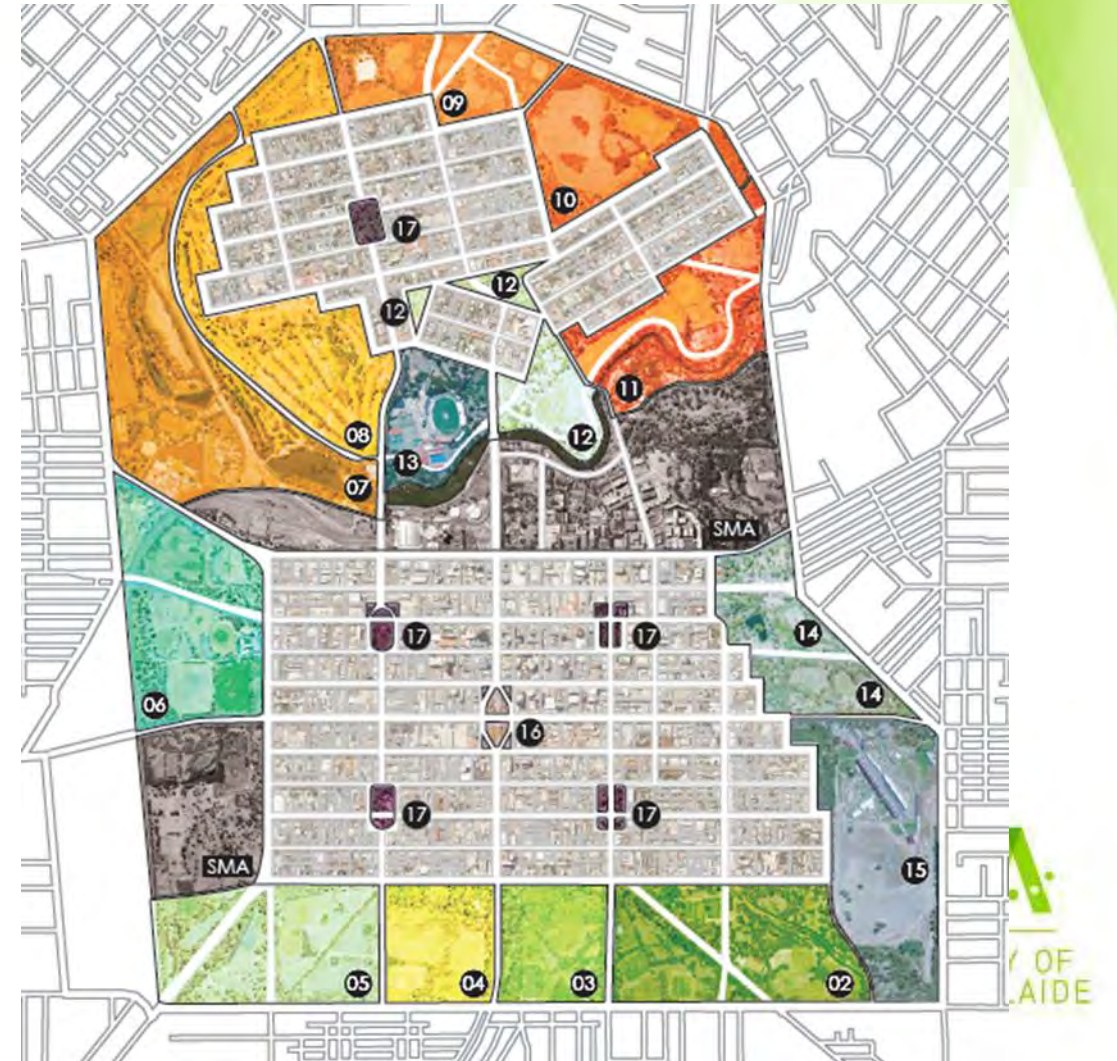
(d) any government department or agency, or any council, specified by the Minister.

Requirements of a CLMP

- Identify the land to which it applies
- Purpose for which land is held
- Objectives, policies & proposals
- Performance targets & measures
- Restrictions: public use or movement
- Policies: leases / licences

Existing ¹² CLMP

- One CLMP covering all parks
 - Chapter 1: Framework
 - Chapters 2-17: by park(s)
- Last updated 2013



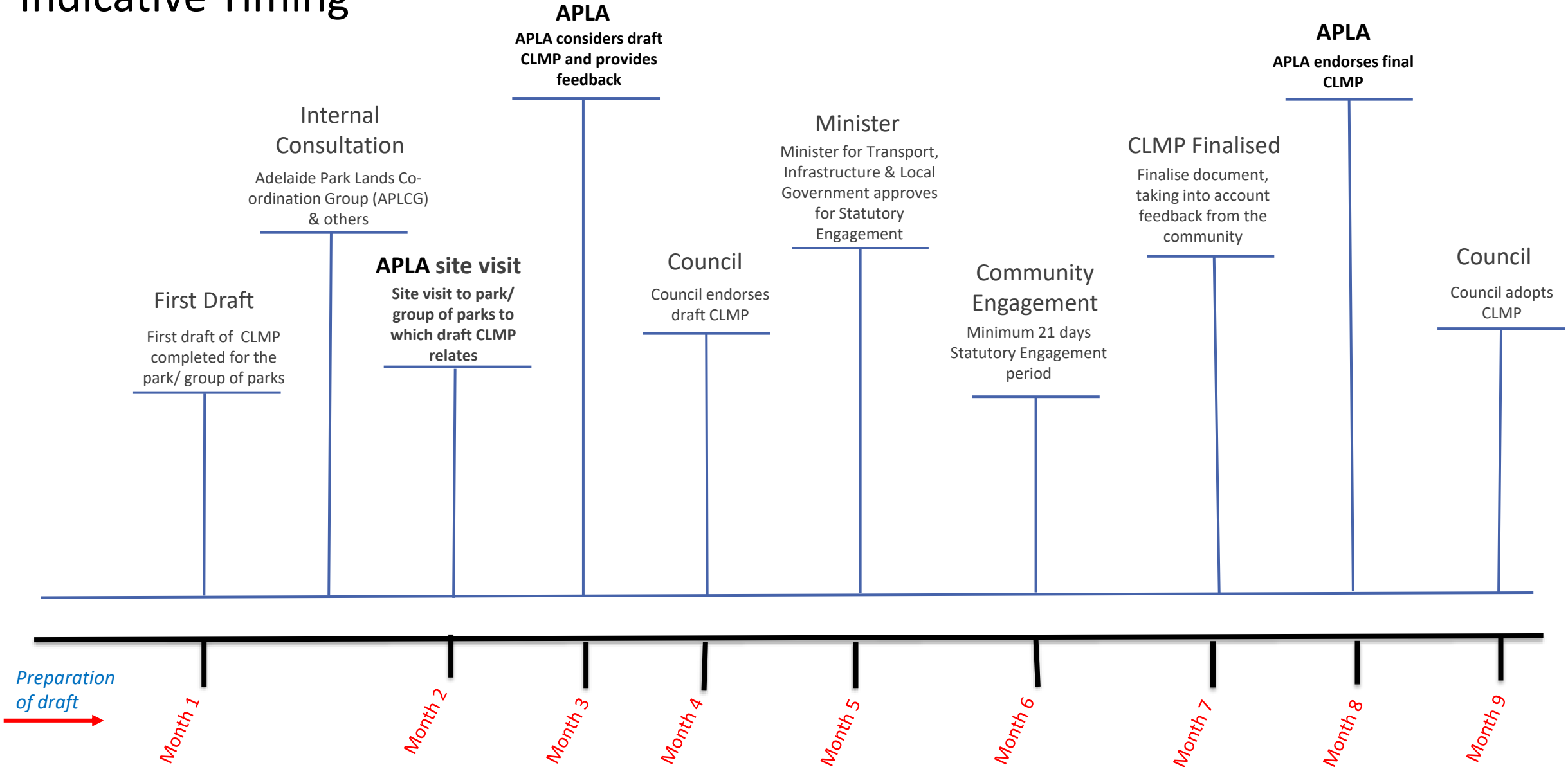
Review Approach¹³

- Alignment with
 - Legislative requirements
 - APLMS, plans/ policies
- ‘Framework’ becomes General Provisions
- Park by park analysis
- Format & layout

Outline of each Park CLMP¹⁴

- Purpose of this section of the CLMP
- Kaurna statement of cultural significance
- Historical context for park
- Drivers of change
- Proposals for the use and management of the park
- Policies for the use and management of the park
- Public use and movement through the park
- Policies for the granting of leases or licences

Indicative Timing



Proposed Staging



- Care, control and management of the Crown or a State Authority, but still require their own management plans. (noting Parliament House & Government House are excluded from the Park Lands)
- The core area of the Adelaide Oval is not subject to the APLMS / CLMP
- UNDERWAY**
- STAGE 1**
Eastern & South-eastern Park Lands
- STAGE 2**
Western & South-western Park Lands
- STAGE 3**
Squares & formal parks
- STAGE 4**
Northern Park Lands
- STAGE 5**
Park Lands adjacent the river & River Torrens / Karrawirra Park

Next Steps

- General Provisions
 - Sep APLA
- Adelaide Oval & Surrounds
 - Aug site visit
 - Sep APLA
- Stage 1 CLMP drafts
 - Parks 13, 15 16



Bundey's Paddock/Tidlangga Sports Building

ITEM 8.1 06/08/2020
Adelaide Park Lands Authority

Program Contact:
 Christie Anthoney, AD Community & Culture 8203 7444

Approving Officer:
 Clare Mockler, Deputy CEO & Director Culture

2015/00666
 Public

EXECUTIVE SUMMARY

In 2017, the Board supported the establishment of a new community sports building incorporating public amenities in Bundey's Paddock/Tidlangga (Park 9), with a building footprint of 375sqm. Council subsequently approved the building footprint along with several planning and management requirements.

Prince Alfred College (PAC), being the existing lessee in Park 9, has developed a building concept based on this footprint for consideration by the Board. The concept shows the building set back approximately 15m from the existing changerooms in order to reduce its visual dominance from Bundeys Road and avoid existing underground infrastructure. This is inconsistent with the last Decision of Council that required the building to commence at the site of the existing changerooms.

A draft Lease Agreement recognising PAC's proposed investment in this new building is included in this report for the consideration of the Board.

This report also proposes a revised chapter of the Adelaide Park Lands Community Land Management Plan (CLMP) featuring Park 9 that reflects the current Adelaide Park Lands Management Strategy. Subject to consideration by the Board, Council and the Minister, this CLMP chapter along with the draft Lease Agreement will be released for public consultation.

This project is consistent with the Adelaide Park Lands Management Strategy and the building design reflects the guiding principles of the revised Adelaide Park Lands Building Design Guideline.

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Supports the building concept for Bundey's Paddock/Tidlangga (Park 9) as shown in Attachment A to Item 8.1 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 6 August 2020, subject to:
 - 1.1. The building incorporating a maximum of three unisex toilets including an accessible toilet.
 - 1.2. The alignment of the new path is reviewed to improve connectivity with the pedestrian refuge on Bundeys Road and change the existing permit zone to a loading/unloading zone to minimise the impact on existing on-street parking.
 - 1.3. The lessee receiving Development Approval.
2. Supports the draft Lease Agreement as shown in Attachment B to Item 8.1 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 6 August 2020, being released for statutory consultation.
3. Supports the revision of the Adelaide Park Lands Community Land Management Plan for Bundey's Paddock/Tidlangga (Park 9) as per Attachment C to Item 8.1 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 6 August 2020, being released for statutory consultation.

4. Notes the 'Prince Alfred College Park 9 Management Plan' as per Attachment D to Item 8.1 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 6 August 2020 and advises that the Plan specifically identify residents living on MacKinnon Parade between Mann Terrace and Jerningham Street as being provided in their letterbox with:
 - 4.1. An annual calendar of football matches scheduled in Bunday's Paddock/Tidlangga (Park 9) 14 days prior to the scheduling of the first match of the season.
 - 4.2. Notification of an event or activity that is likely to attract greater than 250 people (including participants) in Bunday's Paddock/Tidlangga (Park 9) 14 days prior to the event or activity.
-

IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	The Strategy identifies the development of an activity hub with a 'multi-purpose building for sports and the community which provides public toilets' in Bunday's Paddock/Tidlangga (Park 9) as the highest priority for this Park Lands precinct.
Policy	The draft Lease Agreement has been prepared in accordance with the Adelaide Park Lands Leasing and Licensing Policy. Council resolved to consider a lease for up to 21 years to Prince Alfred College (PAC) in October 2015, prior to the endorsement of the Adelaide Park Lands Leasing and Licensing Policy in January 2016. Therefore, PAC was not required to participate in an expression of interest process. The building design reflects the principles of the revised Adelaide Park Lands Building Design Guideline.
Consultation	A community and stakeholder engagement process undertaken in late 2015, along with the advice of the Adelaide Park Lands Authority and Council in 2017, has informed the building design and draft Lease Agreement for Park 9. Subject to Council approval and consultation with the Minister responsible for the <i>Adelaide Park Lands Act 2005</i> , a revised chapter of the Community Land Management Plan (CLMP) for Park 9 will be released for community and stakeholder engagement for a period of 21 days. Consultation on the draft Lease Agreement in accordance with the <i>Local Government Act (SA) 1999</i> will be conducted jointly with the CLMP. As part of this engagement process the community will be informed of the proposed building design.
Resource	We will coordinate the community engagement process utilising internal resources.
Risk / Legal / Legislative	The existing public toilets do not meet disability access requirements. The proposed building design addresses this issue and creates connections to existing paths in the park. The removal of existing buildings and provision of a new building will require Development Approval. The City of Adelaide is required to review its CLMP for the Adelaide Park Lands at least once every five years. This report proposes a revision to the CLMP chapter for Park 9.
Opportunities	New fit for purpose amenities will create accessible public toilets to service the entire activity hub and provide a facility that can cater for contemporary community sporting requirements including male, female and junior participants. Additional paths will improve accessibility within the park.
20/21 Council Budget Allocation	Approximately \$3,000 for advertising of the community consultation.
Proposed Council 21/22 Budget Allocation	Not as a result of this report.
Life of Project, Service, Initiative or (Expectancy of) Asset	A minimum of 21 years.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report.
Ongoing Costs (eg maintenance cost)	In accordance with their lease agreement, PAC will be responsible for ongoing maintenance costs related to the building and associated sports infrastructure, excluding the public amenities and some elements of the landscaping. Council will undertake maintenance of the public amenities and agreed landscape elements as per current maintenance schedules of existing facilities.
Other Funding Sources	The removal and remediation of existing buildings and the provision of the proposed new building, including the public amenities and associated landscaping will be funded by PAC.

DISCUSSION

1. Community sporting facilities in Bunday's Paddock/Tidlangga (Park 9) consist of changerooms with public amenities at the rear, a storage shed and a sports oval with sports lighting. These facilities are leased by Prince Alfred College (PAC). The Prince Alfred Old Collegians Association is the main user, utilising the facilities year round for football and cricket training and competition.
2. In recent years Walkerville Junior Football Club has utilised the oval on Sundays for junior boys and girls competitions. The Club has confirmed with PAC that this usage will be ongoing. Wilderness School also used the oval in 2019 on Fridays for women's football.
3. Beyond the formal sporting facilities, Park 9 contains a contemporary children's playspace with inclusive play elements, a community tennis court and 3 on 3 basketball court, petanque piste, picnic facilities and extensive landscaping including a community pocket orchard.

Original Building Proposal

4. PAC originally developed a building proposal with a ground footprint of 486sqm and a further 80sqm of raised decking. This proposal included an indoor viewing space of 124sqm and maintenance area of 60sqm.
5. Throughout November and early December 2015, we undertook community engagement on this proposal. The engagement included face to face conversations with people living on MacKinnon Parade and two on-site information sessions, where the proposed building layout and location was marked out in Park 9.
6. In total, 99 community survey responses were received, with 45 of these received from MacKinnon Parade residents. Key findings were:
 - 6.1. Over two thirds of respondents (69%) strongly agreed (51%) or agreed with the proposed usage conditions of the new building (MacKinnon Parade residents provided a similar response of 65%).
 - 6.2. The majority of respondents (64%) believed the proposed building location was appropriate whilst nearly a quarter (22%) strongly disagreed (53% of MacKinnon Parade respondents agreed that the location was appropriate and nearly a third (31%) strongly disagreed).
 - 6.3. Unprompted issues raised by respondents were:
 - 6.3.1. Liquor licence/big functions – mentioned 21 times.
 - 6.3.2. Size of the building/features – (19).
 - 6.3.3. Car parking (noting some concerns related to lack of parking space on MacKinnon Parade and some related to vehicles parking on the Park Lands) – (15).
 - 6.3.4. Building needing to look better than existing (11).
 - 6.3.5. Give preference to locals (access) (10).
 - 6.3.6. Height of the building (9).
 - 6.3.7. Building should be located closer to Bundeys Road (9).
7. On 19 October 2017, the Adelaide Park Lands Authority (APLA) considered this matter and provided the following advice to Council:
 - 7.1. *'The Adelaide Park Lands Authority:*
 1. *Notes the findings of the community engagement for a new sports building in Bunday's Paddock/Tidlangga as detailed in Attachment A to Item 8.2 of the Agenda of the meeting of the Board of the Adelaide Park Lands Authority held on 19 October 2017.*
 2. *Supports Option 2, involving the removal of the existing change rooms and maintenance shed and establishing a minimum sized fit for purpose local community club sports facility with a maximum footprint of 375sqm including the provision of a small community space and public toilets to service the adjacent community activity hub.*
 3. *Notes that to address concerns raised in the community engagement, a detailed building concept, a draft lease agreement with Prince Alfred College and information on minor landscape and access improvements will be tabled with the Authority and Council for the purposes of seeking advice and approval to undertake community engagement on the draft lease agreement.*
 4. *Flags support for reconfiguring Bundeys Road on the facility side to its previous condition with gravel and 90 degree parking similar to Medindie Road.'*

8. On 28 November 2017, Council resolved:

8.1. *'That Council:*

1. Receives the findings of the community engagement for a new sports building in Bundeys Paddock/Tidlangga as detailed in Attachment A to Item 12.9 of the Agenda for the meeting of the Council held on 28 November 2017.

2. Approves Option 2, involving the removal of the existing change rooms and maintenance shed and establishing a minimum sized fit for purpose local community club sports facility with a maximum footprint of 375sqm including the provision of a small community space of 75sqm and public toilets to service the adjacent community activity hub.

3. Notes that in response to concerns raised in the community engagement:

3.1. Prince Alfred Old Collegians Association has committed to developing a management plan (including a cleaning and maintenance schedule, communication policy and community use booking process) and has also committed to developing a code of conduct governing its members;

3.2. a detailed building concept with its footprint beginning at the site of the current clubrooms, a draft lease agreement with Prince Alfred College and information on minor landscape and access improvements will be tabled with the Authority and Council for the purposes of seeking advice and approval to undertake community engagement on the draft lease agreement.

4. Notes that as part of considering landscape and access improvements, Administration give priority to:

4.1. disabled access parking on street to support use of the playspace and viewing sport on the oval;

4.2. providing on street loading/unloading zones in close proximity to the change rooms;

4.3. a formal access point to service the public toilets; and

4.4. landscape treatments to deter unauthorised vehicles entering the Park.

5. Notes that in addition to the minor landscape and access improvements proposed, a separate report will be tabled with the Adelaide Park Lands Authority and Council in relation to increasing car parking opportunities on the northern side of Bundeys Road.

6. Asks the Administration to work with PAC to encourage greater use of the new facility by women's and children's sport.'

Revised Building Proposal

9. PAC has developed a revised building concept, which is shown at **Attachment A**. The estimated cost of the revised concept is currently \$2,300,000 and includes removal and remediation of the two existing buildings shown below.



Existing Maintenance Shed



Existing Changerooms with Public Amenities at the rear

10. We have reviewed the building concept against the revised Adelaide Park Lands Building Design Guideline. The following is a summary of our review:

10.1. This concept addresses each of the Guiding Principles of the Guideline. The lessee has considered the siting and appearance of this building not only from the immediately adjacent Park Land spaces, but also from wider views, namely MacKinnon Parade and Hackney Road.

10.2. The material palette will age and weather gracefully, remaining appropriate for a building within the Park Lands.

- 10.3. Retaining all existing trees, the landscape is utilised to integrate the building into the park and the design cleverly integrates an existing light tower. Additional landscaping is proposed to provide connectivity with other activities and spaces.
- 10.4. The long sweeping roof line will provide appropriate shading and weather protection for the building, whilst also providing ample covered space for spectators. The orientation of the building along with the location of the extended roofline optimises views to the playing field.
- 10.5. The design considers sun angles and cross flow ventilation to critical areas such as the changerooms, reducing its reliance on mechanical heating and cooling. Rainwater catchment and ground water replenishment are also considered.
- 10.6. The proposed building signage is discreet, yet effective. Wayfinding signage is considered in the overall landscape plan.
- 10.7. The design provides appropriate facilities for the concealed storage of waste.
- 10.8. The design provides for universal access.
- 10.9. The design provides for one accessible and three unisex toilets. We regard this as excessive for a relatively small activity hub with a single sports field and recommend three toilets including the accessible toilet.

Proposed Building Location

11. The previous Council Decision recommended that the building footprint begin at the site of the current clubrooms.
12. Design of the building commenced on the basis that during the construction period, access to the existing changerooms and public amenities would safely continue. PAC later discovered that a SA Water pipe containing recycled water was located just north of the existing changerooms. This pipe cannot be built over and it's estimated to cost \$20,000 to relocate.
13. The building concept shown in **Attachment A** locates the new building approximately 15m from the northern edge of the existing changerooms and is set back approximately 40m from the street edge.
14. The siting of the building proposed by PAC avoids existing underground infrastructure and connects logically with other park facilities, namely the sports field and adjacent activity hub. The public amenities are located away from the road edge to service park users and the setback ensures the building is less visually dominant from Bundeys Road. This is consistent with the Building Design Guideline, which recommends that buildings be set back from street edges to reinforce the green edge of the Park Lands.

Access

15. As part of the 2017/18 infrastructure works program, Council delivered over \$300,000 in visual improvements to Bundeys Road through landscaping the central median and verges. No design changes to Bundeys Road have been formally considered since.
16. In May 2018, two accessible parking spaces were installed on the north-west edge of Park 9.
17. The scope of works by PAC include permeable paths to match in with existing paths and connect the new public amenities to the adjacent activity hub and Bundeys Road. The foot path to Bundeys Road is designed to accommodate Council vehicles needed for cleaning the public amenities and does not align with the existing pedestrian refuge on Bundeys Road.
18. Currently, a City of Adelaide permit zone is provided on Bundeys Road east of the pedestrian refuge to facilitate cleaning of the existing public amenities. The proposed alignment of the new path will require this permit zone to be removed and for modifications to be undertaken to the kerb and foot path. A loading/unloading space to the east of the new path (and the permit zone) on Bundeys Road is proposed to reduce requirements for non-essential vehicles to enter the park, such as club members dropping off supplies or equipment. If implemented, this would result in the loss of one existing on-street car park and two if the permit zone is reinstated in addition to the loading zone.
19. It's recommended that the alignment of the new path be reviewed to improve connectivity with the pedestrian refuge on Bundeys Road and change the existing permit zone to a loading/unloading zone to minimise the impact on existing on-street parking.

Draft Lease Agreement

20. As per the Council Decision of 13 October 2015, we have developed in consultation with PAC a draft Lease Agreement for a lease/licence term of up to a maximum of 21 years with no further rights of renewal (see **Attachment B**).

21. Council's standard Institutional Park Land Lease Agreement (with attached licensed areas) was used to determine the basic terms and conditions associated with this leasing arrangement together with a few bespoke arrangements and special conditions as detailed in the First Schedule of the Lease; in particular:
- 21.1. Repairs & Maintenance (C.08)
The building will belong to PAC and Council will have no obligation to repair or maintain.
 - 21.2. Redevelopment Clause (C.17)
This clause allows Council to terminate the lease as a result of any Council approved redevelopment or to conduct a Council project. However, if the termination occurs within the first ten years of the term, then PAC can seek compensation from Council.
 - 21.3. ITEM 2: Initial Term
Subject to consultation and necessary approvals, it's envisaged that the lease will commence on 1 October 2021, which should allow PAC approximately 12 months to seek all relevant statutory approvals for the Proposed Redevelopment (new building).
 - 21.4. ITEM 3, 4 & 10: Rent, Review Method & License Fee
Building rent has been calculated in accordance with the Adelaide Park Lands Leasing and Licensing Policy, based on a building footprint of 375m². The rent is revised annually at 4% and the Licensed Area fee will be calculated in accordance with Council's annual fees and charges schedule.
 - 21.5. ITEM 7: Details of Licence Area Permitted Use
Details the time of use for school physical education lessons and cricket and football activities. The permitted use (Item 5) "*allows sports related functions or events during and for a limited period immediately following a sporting event*".
 - 21.6. ITEM 11: Special Conditions: 2
Acknowledging the close proximity of some residents to this facility, PAC must provide Council (and immediate residents) a schedule of programmed matches before each relevant season which includes details of matches or games that are likely to attract larger crowds. The time of use has also been strengthened in ITEM 7 of the First Schedule and that building use is for a limited period immediately following a sporting event.
 - 21.7. ITEM 11: Special Condition: 6.1
The new building is to be complete within the first 18 months of the 21 year lease agreement. If this is not achieved, then the 21 year lease will revert to a 5 year lease agreement – subject to both parties acting reasonably to achieve this goal.
 - 21.8. ITEM 11: Special Condition: 6.2
At the completion of the proposed redevelopment, PAC is to remedy the area around the Leased Area, to ensure that all building materials are removed, and where necessary return the area to a Park Lands like setting (reseed and/or returf etc).
 - 21.9. ITEM 11: Special Condition 8
In reference to the Council Decision on 28 November 2017 (part 3.1), PAC has developed a management plan for the facilities that it manages in Park 9. Whilst a copy of the plan is not attached to the lease agreement itself, this special condition acknowledges that one exists and that any amendment to this plan requires the consent of Council. This special condition also reinforces the consistency of the Management Plan with the Permitted Use of the lease.
22. The PAC Management Plan is shown at **Attachment D**. This standalone document seeks to:
- 22.1. identify legal entities associated with the new facility (Council, PAC and external hirers).
 - 22.2. document a process for venue hire and reinforce the Permitted Use conditions of the lease agreement.
 - 22.3. address PAC's Code of Conduct, Liquor Licensing conditions, and no-smoking regulations.
23. The Plan stipulates that PAC advise residents of large sporting events/activities no less than 14 days prior to the event. It's recommended that the Plan specifically identify residents living on MacKinnon Parade between Mann Terrace and Jerningham Street as being provided in their letterbox with:
- 23.1. An annual calendar of football matches scheduled in Bunday's Paddock/Tidlangga (Park 9) 14 days prior to the scheduling of the first match of the season.
 - 23.2. Notification of an event or activity that is likely to attract greater than 250 people (including participants) in Bunday's Paddock/Tidlangga (Park 9) 14 days prior to the event or activity.

Revised Community Land Management Plan

24. The Adelaide Park Lands Community Land Management Plan (CLMP) consists of several chapters with the first chapter covering general provisions applicable across the Park Lands. The current CLMP chapter relating to Park 9 includes Bulrush Park/Warnpangga (Park 10) and Mistletoe Park/Tainmuntilla (Park 11).
25. This report proposes a revised chapter for Park 9 as shown at **Attachment C**, to ensure consistency with the current Adelaide Park Lands Management Strategy (APLMS).
26. The intent of the existing CLMP is largely similar to the proposed revised chapter, with the major differences reflecting the physical changes that have occurred to Park 9, namely the growth of the activity hub with improved informal recreation opportunities and landscape features.

Next Steps

27. Subject to Council approval and consultation with the Minister, we will undertake community and stakeholder consultation on the revised CLMP chapter for Park 9 along with the draft Lease Agreement between the City of Adelaide and PAC.
28. Following conclusion of this consultation, the findings will be tabled for consideration by the Adelaide Park Lands Authority and Council.

ATTACHMENTS

Attachment A – Bunday’s Paddock/Tidlangga (Park 9) Sports Building Concept

Attachment B – Draft Lease Agreement for Bunday’s Paddock/Tidlangga (Park 9)

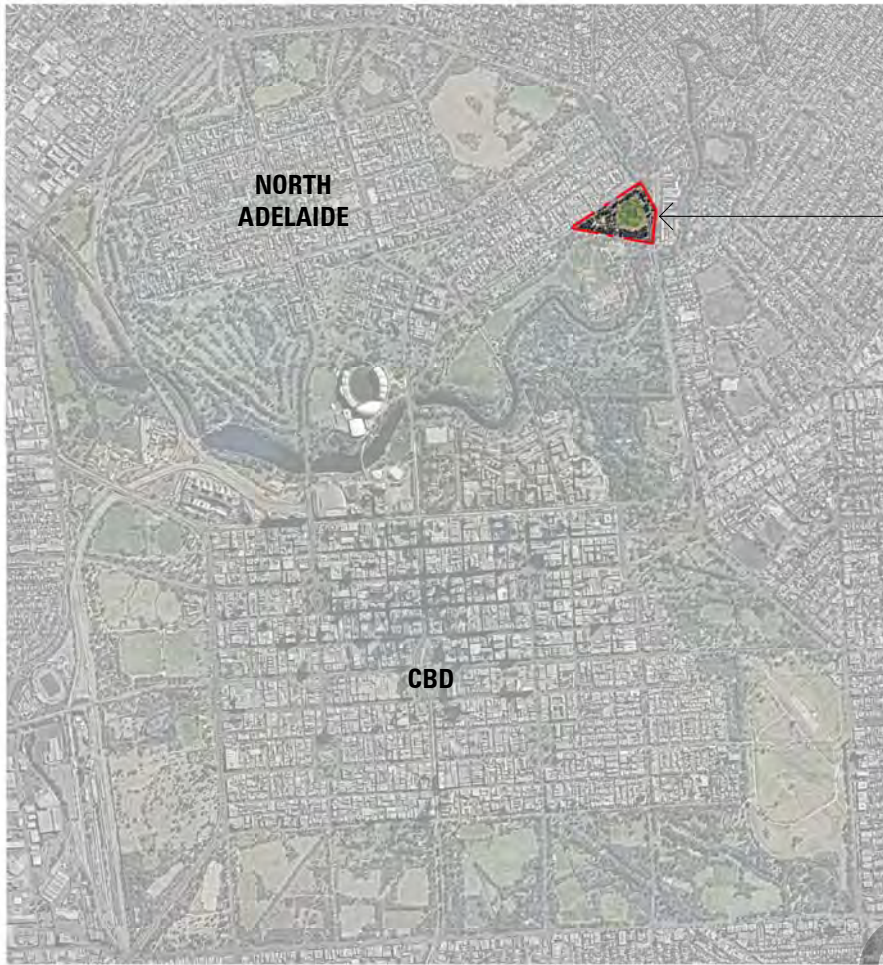
Attachment C – Draft CLMP Chapter Bunday’s Paddock/Tidlangga (Park 9)

Attachment D – Prince Alfred College Park 9 Management Plan

- END OF REPORT -

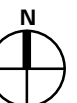
PRINCE ALFRED COLLEGE PARK 9 / TIDLANGGA SPORTS HUB

BUNDEYS ROAD - NORTH ADELAIDE



LOCATION PLAN

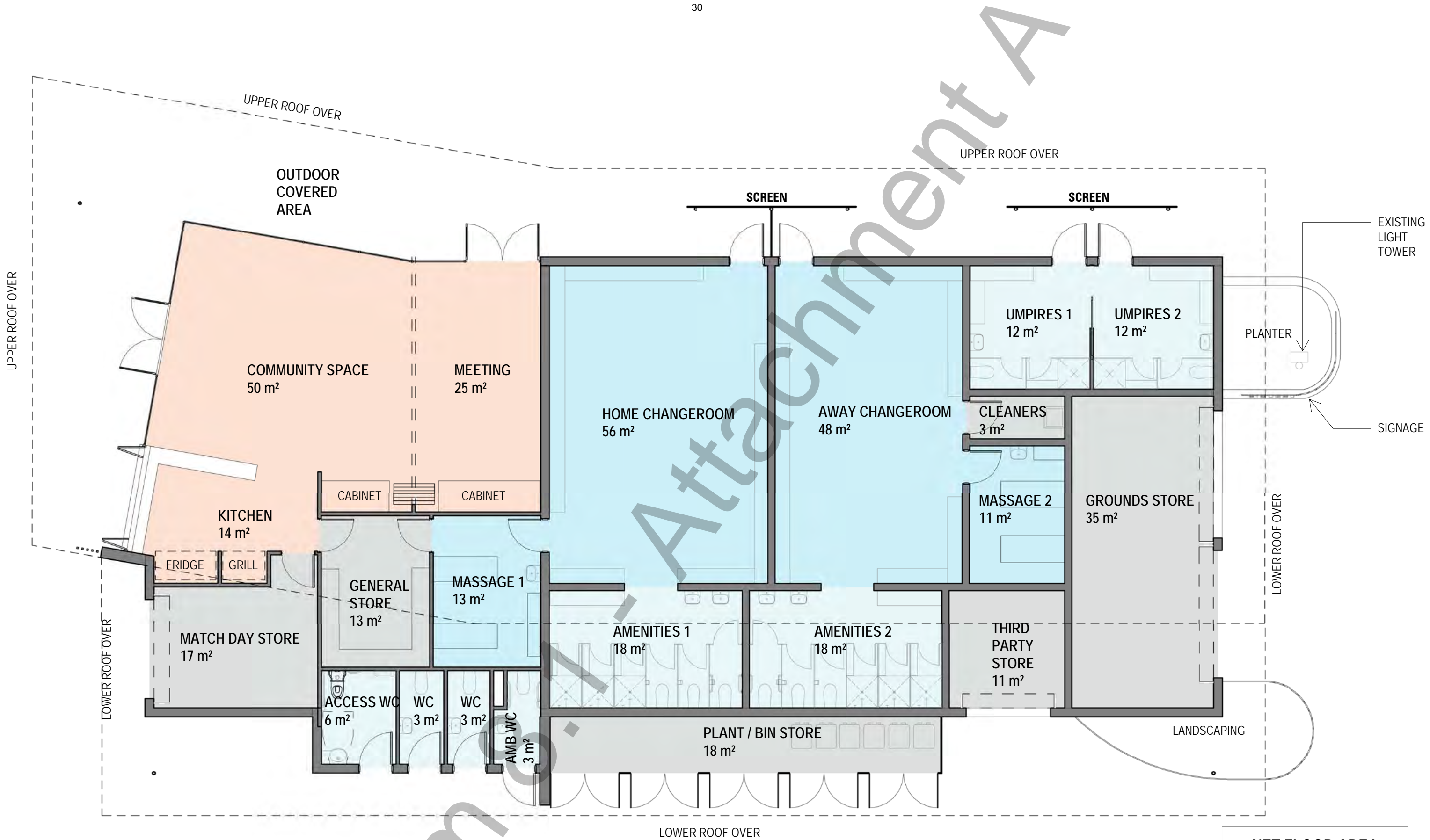
PARK 9 / TIDLANGGA /
BUNDEYS PADDOCK





EXISTING BUILDING FOOTPRINT	
EXISTING GROUNDS SHED	120 m ²
EXISTING CLUBROOM	195 m ²





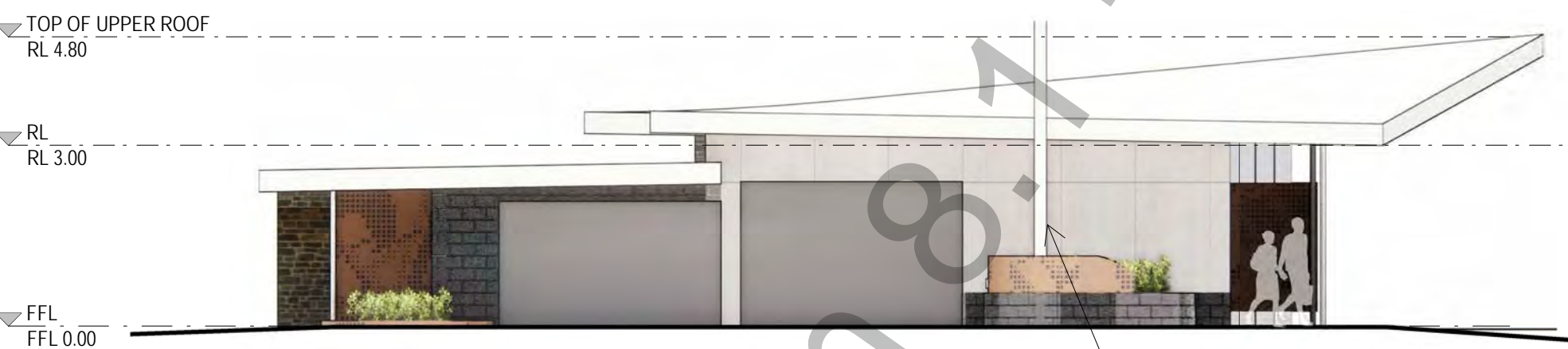
NET FLOOR AREA
370 m ²
BUILDING FOOTPRINT
410 m ²



Item 8.7 - Attachment A

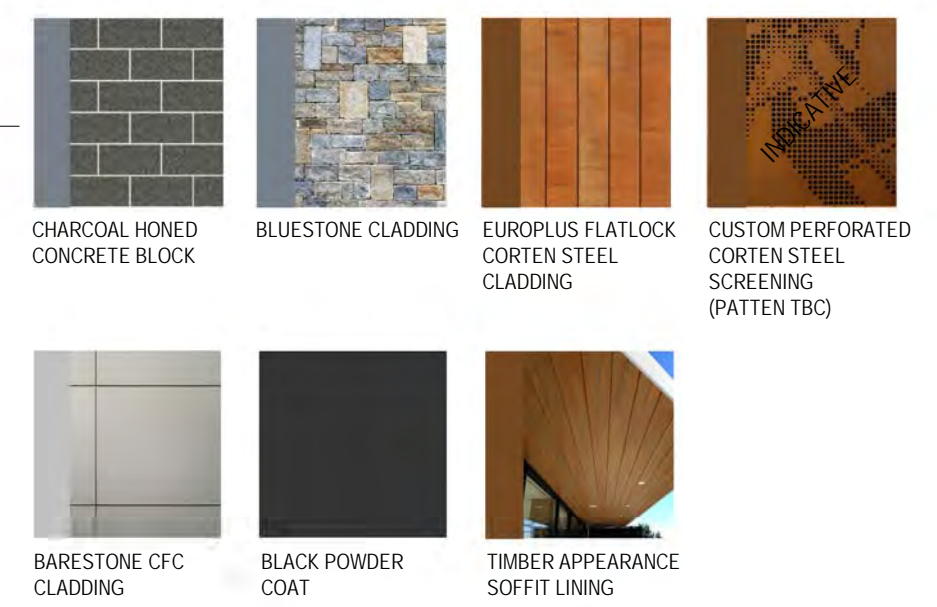


NORTHERN ELEVATION

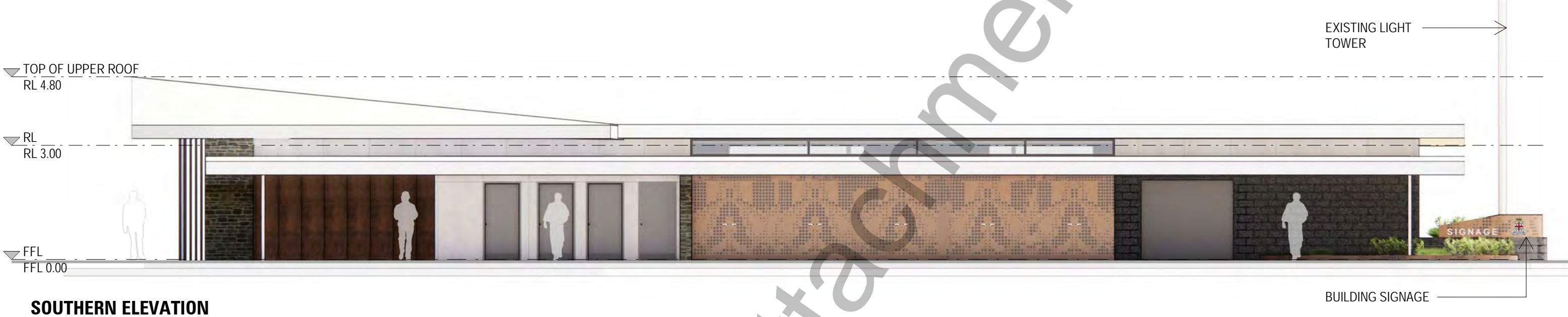


EASTERN ELEVATION

EXTERNAL MATERIALS



Item 9 - Attachment A










SOUTHERN ELEVATION

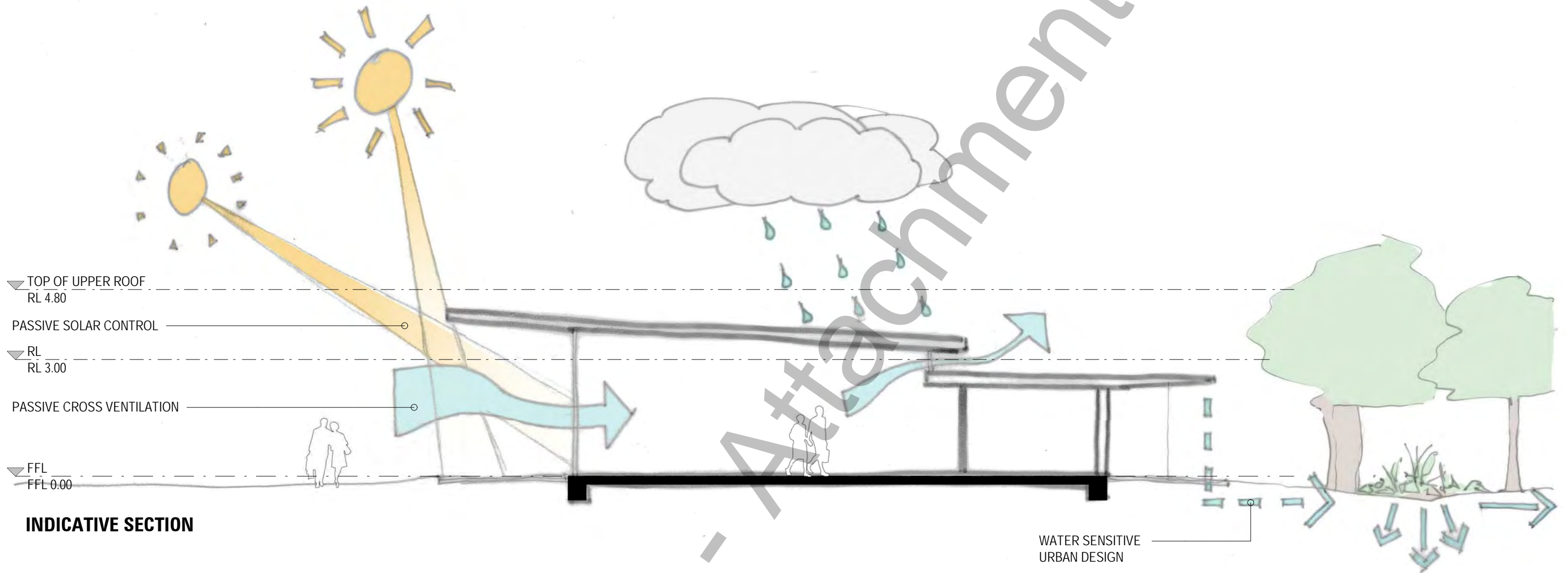


WESTERN ELEVATION

EXTERNAL MATERIALS

			
CHARCOAL HONED CONCRETE BLOCK	BLUESTONE CLADDING	EUROPLUS FLATLOCK CORTEN STEEL CLADDING	CUSTOM PERFORATED CORTEN STEEL SCREENING (PATTEN TBC)
			
BARESTONE CFC CLADDING	BLACK POWDER COAT	TIMBER APPEARANCE SOFFIT LINING	





INDICATIVE SECTION



PASSIVE SOLAR CONTROL

- Optimisation of daylight in internal spaces
- Seasonal solar control integrated in roof form
- Upper level daylighting to changeroom



PASSIVE THERMAL CONTROL AND VENTILATION

- Cross ventilation for passive thermal comfort
- Natural ventilation to changerooms



INTEGRATED LANDSCAPING

- Planting of native vegetation
- Integrated landscaping screens and surfaces
- Minimal impact on existing vegetation



WATER SENSITIVE URBAN DESIGN

- Water capture & passive landscape filtration
- Collection & return to groundwater
- Utilise existing GAP water within building



ALTERNATE TRANSPORT FACILITIES

- Public bike parking
- Accessible pathways
- Wayfinding

ENVIRONMENTAL SUSTAINABILITY PRINCIPLES

All icons sourced from www.flaticon.com











Demolition Plan



Vision + Principles



Environmentally Friendly

- Value and follow the 6 principles of the Adelaide Parklands Building Design Guidelines.
- WSUD strategies and use of local indigenous plants.



Accessible & Inclusive

- An inclusive space where everyone feels welcome.
- An accessible environment that is comfortable for spectators of all ages and walks of life.



Landscape Integration

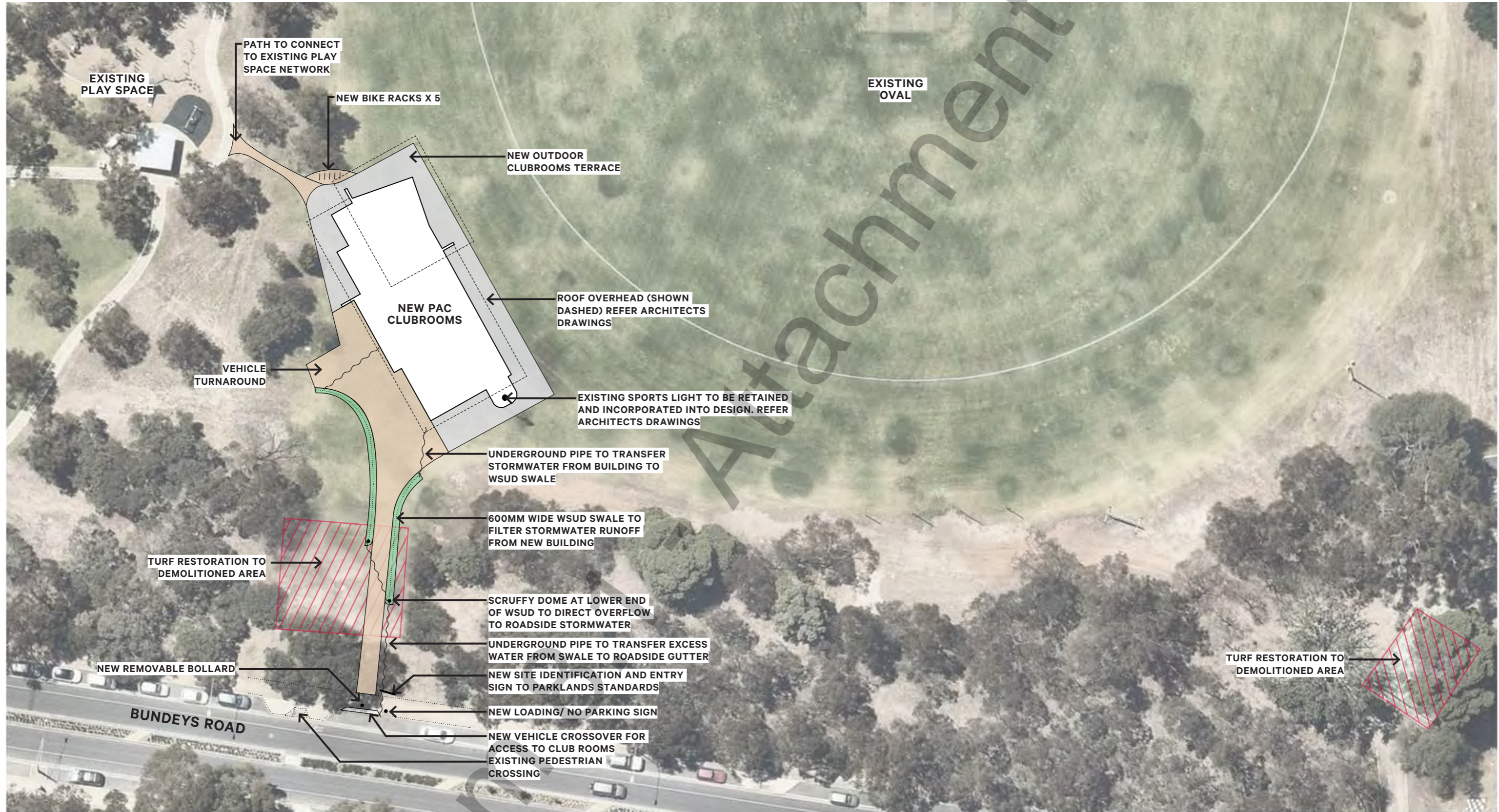
- Use robust, smart paving materials that define outdoor areas and enhance connection to the indoor treatments and finishes.
- Site character that correlates with the recently upgraded Tidlangga Playspace as one.



Identity + Culture

- Plan and design to protect and enhance the iconic layout of the Park Lands, through preserving and enhancing views and vistas, green park edges and significant landscape features.

Landscape Plan



Planting + Elements



1. Lightly Washed Insitu Concrete 'Barossa Moonscape'
2. Compacted Granulitic with concrete edge
3. Stainless Steel Bike Racks
4. Infill native trees (within Adelaide Parklands Guidelines)
5. Swale Indigenous planting
6. WSUD + Stormwater retention strategies - Scruffy Dome

SPECIES:

Botanical Name	Common Name
<i>Ficinia nodosa</i>	Knobby Club-rush
<i>Cyperus vaginatus</i>	Flat-sedge
<i>Austrodanthonia caespitosa</i>	Wallaby Grass
<i>Poa poiiformis</i>	Coast Tussock Grass
<i>Cymbopogon ambiguus</i>	Lemon Grass
<i>Dianella revoluta</i>	Black-anther Flax Lily
<i>Lomandra multiflora</i> ssp. <i>dura</i>	Hard Mat-rush

Draft Institutional
lease agreement
(with attached licence area)



PARK LANDS LEASE AGREEMENT

IMPORTANT NOTICE

Retail and Commercial Leases (SA) 1995 ("Act")

This Lease is exempt from the application of the Act pursuant to an exemption granted under section 77(1) of the Act by the Minister for Business Services and Consumer on 28 December 2011.

PARK LANDS LEASE AGREEMENT

THIS PARK LANDS LEASE AGREEMENT is made the day of 2020

BETWEEN: THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall, King William Street, Adelaide SA 5000 (Council)

AND: PRINCE ALFRED COLLEGE of 23 Dequetteville terrace, KENT TOWN SA 5067 (Lessee)

BACKGROUND

- A. The Council has the care, control and management of the Park Lands.
- B. The Lessee has requested a lease to use the Leased Area for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Leased Area and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* and the *Adelaide Park Lands Act 2005*.
- D. The Council and Lessee wish to record the terms of their agreement in this Lease.

AND THE PARTIES AGREE as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Defined terms

In this Lease:

Agreed Consideration means the Rent and all other consideration (money or otherwise) for any supply or use of the Leased Area and any goods, services or other things provided by the Council under this Lease (other than tax payable under clause 16).

APLA means the Adelaide Park Lands Authority established under the Park Lands Act.

Business Day means a day which is not a Saturday, Sunday or public holiday in Adelaide.

Claims includes any action, proceeding, right, claim or demand whether present or future, certain or contingent, due or may become due, known or unknown and including all costs and expenses (including legal expenses).

Commencement Date means the commencement date described in Item 2.

Concept Plans means those plans attached at Annexure B (as may be varied in accordance with Clause 8.3.3 of this Lease).

Contamination means the presence in, on or under land, air or water of a substance (solid, liquid or gel) or matter at a concentration or level above the concentration or level at which the substance or matter is normally present in, on or under land, air or water in the same locality being a presence that presents a risk of harm to human health or the Environment, or results in a non-compliance with or breach of any Environmental Law (and **contaminant**, **contaminated** and **contaminate** have a corresponding meaning).

Council means the party described as "Council" in this Lease and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Council's Equipment means any fixtures and fittings, plant, equipment, Services, chattels and other goods installed or situated in or on the Lease Area by the Council and made available for use by the Lessee.

Default Rate means ten per centum (10%).

Development Approvals means all consents, authorisations and approvals required by law to be obtained for the execution of the Proposed Redevelopment, including all necessary consents and approvals under the provisions of the *Development Act 1993*.

Dispute means a dispute between the Council and the Lessee in relation to this Lease.

Environment includes:

- land, air and water;
- any organic or inorganic matter and any living organism; and
- human made or modified structures and areas.

Environmental Law means any Statutory Requirement that deals with an aspect of the Environment or health whether made before or after the Commencement Date.

External Public Toilet means that portion of the Park Lands described in Item 11 Special Condition 3.

GST has the same meaning as given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

Improvements means all built form and improvements (including the exterior and interior of all buildings) and all other conveniences, Services, amenities and appurtenances of, in or to the Improvements which are made to the Leased Area.

Insolvency Event means (in the case of a Lessee being a company or association):

- a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;

- any person appoints an administrator of the Lessee;
- an application is made to any court to wind up the Lessee;
- an application is made pursuant to Section 411 of the Corporations Act 2001;
- a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or
- the Lessee is deregistered or dissolved.

Institute means the South Australian Division of the Australian Property Institute (or its successor or equivalent).

Leased Area means that portion of the Park Lands described in Item 1 including the Council's Equipment (if any) and all Services.

Legislation includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any Statutory Authority.

Lessee means the party described as "Lessee" in this Lease and where the context permits includes the employees, contractors, agents, customers and other invitees of the Lessee.

Lessee's Equipment means any and all fittings and other equipment installed on, brought on to or kept on the Leased Area by the Lessee (with or without the consent of the Council).

License Area has that meaning given to it in clause 19.16.

Loss means any loss, damage, death or injury.

Park Lands means the Adelaide Park Lands as defined in the Park Lands Act.

Park Lands Act means the *Adelaide Park Lands Act (SA) 2005*.

Payment Date means the Commencement Date and then the first day of each month during the Term.

Permitted Use means the use described in Item 5.

Plan means the plan comprising Annexure A.

Proposed Redevelopment means the redevelopment works to be undertaken to the Park Lands (as approved by Council acting as landlord) by the Lessee in accordance with the Concept Plans as seen in Appendix B (subject to clause 8.3 of this Lease).

Rent means the rent described in Item 3 (as reviewed from time to time).

Resolving Body means 'the Resolution Institute' or if that body no longer exists an equivalent Australasian organisation formed to promote dispute resolution.

Review Date means each date in Item 4.

Review Method means the relevant method of rent review in Item 4 for any Review Date.

Services means all services (including gas, electricity, water, sewerage, fire control systems, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Leased Area supplied by any authority, the Council or any other person the Council authorises.

Special Conditions means any special conditions (if any) in Item 11.

Statutory Authorities means any government or semi government authorities (including the Council in its separate capacity as local government authority) or authorities created by or under Legislation.

Statutory Requirements means all relevant and applicable Legislation and all lawful conditions, requirements, policies, notices, plans and directives issued or applicable under any such Legislation or by any Statutory Authorities (including any requirement of Council in its separate capacity as a Statutory Authority).

Term means the term described in Item 2 and any period during which the Lessee holds over or remains in occupation of the Leased Area.

Valuer means a qualified valuer appointed to make a determination under this Lease:

- who will be appointed as agreed by the Council and the Lessee or, failing agreement the person holding or acting in the position of President of the Institute;
- who must have practised as a valuer with a minimum of five (5) years relevant experience; and
- who must act as an expert and not as an arbitrator.

Yearly Amounts means the aggregate of the Rent and any other moneys payable by the Lessee during the Term.

1.2 Interpretation

Unless the contrary intention appears:

- 1.2.1 headings are for convenience only and do not affect interpretation;
- 1.2.2 the singular includes the plural and vice-versa;
- 1.2.3 a reference to an individual or person include a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 1.2.4 a reference to any party in this Lease, or any other document or arrangement referred to in this Lease, includes that party's executors, administrators, substitutes, successors and assigns;
- 1.2.5 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.6 a reference to any Legislation includes any statutory modification, re-enactment or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 1.2.7 a reference in this Lease to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council; and

- 1.2.8 “including” and similar expressions are not and must not be treated as words of limitation.

2. GRANT OF LEASE

The Council grants and the Lessee accepts a lease of the Leased Area for the Term on the terms and conditions set out in this Lease.

3. RENT

3.1 Payment of rent

The Lessee must unless otherwise agreed pay the Rent by equal monthly instalments in advance on each Payment Date.

3.2 Instalment

If a rent instalment period is less than a month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

4. RENT REVIEWS

4.1 Fixed review

The Rent on and from each Fixed Review Date is calculated as follows:

$$R_2 = R_1 \times 1.04$$

Where:

R_2 is the Rent after the Review Date; and

R_1 is the Rent immediately before the Review Date (disregarding any abatements incentives or reductions).

4.2 Rent pending determination

4.2.1 The Rent may be reviewed at any time from a Review Date even if the review is instituted after that Review Date.

4.2.2 If the Rent to apply on and from a Review Date has not been agreed on or determined by that Review Date, the Lessee must continue to pay Rent until the Rent is determined.

4.3 Adjustment once rent determined

Once the Rent to apply on and from a Review Date is determined, the Lessee will pay any shortfall and the Council will allow any adjustment for overpayment at the next Payment Date.

5. UTILITIES AND RATES

5.1 Utilities and Services

The Lessee will pay when due all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, oil, water and any and all other Services and utilities supplied to or used from the Leased Area.

5.2 No separate meter

If there is no separate meter for recording or measuring the Services and utilities supplied to or used from the Leased Area, then the Lessee must, if required by the Council, install the necessary meters at the Lessee's cost.

5.3 Rates and other taxes

The Lessee must pay or reimburse the Council for all rates, taxes, levies or other charges (including any Council rates assessed by Council as a Statutory Authority) arising from the grant of the Lease or otherwise assessed or charged in relation to:

5.3.1 the Leased Area; or

5.3.2 the Lessee's use or occupation of the Leased Area.

6. USE OF LEASED AREA

6.1 Permitted Use

The Lessee must use the Leased Area only for the Permitted Use and not use or allow the Leased Area to be used for any other use including functions or events (without the consent of Council).

6.2 Park Lands

The Lessee must comply with the approved management plans, guidelines and strategies (from time to time) of the Council and APLA with respect to the use and occupation of the Leased Area (being part of the Park Lands).

6.3 Offensive activities

The Lessee must:

6.3.1 not carry on any offensive or dangerous activities on or from the Leased Area or create a nuisance or disturbance either:

6.3.1.1 for the Council; or

6.3.1.2 for the owners or occupiers of any adjoining property; and

6.3.2 ensure at all times that activities conducted on or from the Leased Area will not bring any discredit upon the Council.

6.4 Use of Services

The Lessee will:

6.4.1 ensure that the Services are used responsibly and in accordance with any reasonable directions that may be given by Council; and

6.4.2 be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Services.

6.5 Statutory requirements

The Lessee must comply with all Statutory Requirements relating to the Lessee's use and occupation of the Leased Area.

6.6 No alcohol

The Lessee must not:

6.6.1 serve, sell or provide to persons; or

6.6.2 consume or allow persons to consume;

alcohol on or from the Leased Area without the Lessee obtaining:

6.6.3 the consent of Council (in its capacity as lessor under this Lease); and

6.6.4 all required consents from any Statutory Authorities.

6.7 Signs

The Lessee must not place any signs or advertisements in or on the Leased Area (including on the outside or inside (if they can be seen from outside) of any Building), except signs which:

6.7.1 are approved by the Council; and

6.7.2 comply with any relevant Statutory Requirements.

6.8 Dangerous or heavy equipment

6.8.1 The Lessee may only install or use equipment which is normally used in connection with the Permitted Use.

6.8.2 The Lessee must not without the consent of Council install or bring onto the Leased Area:

6.8.2.1 any electrical, gas powered or other equipment which may pose a danger, risk or hazard;

6.8.2.2 any dangerous chemicals or other dangerous substances; or

6.8.2.3 any heavy equipment or items which may damage the Leased Area.

6.9 Fire precautions

The Lessee must comply with:

6.9.1 all reasonable requirements of the Council with regard to fire safety systems and procedures; and

6.9.2 all Statutory Requirements relating to fire safety including undertaking at the Lessee's cost any structural modifications or other building works which are required as a consequence of the Lessee's use or occupation of the Leased Area.

6.10 Security

The Lessee must keep the Building securely locked at all times when the Leased Area is not occupied and must provide a key to the Building to the Council to be used in the case of an emergency.

6.11 No vehicles

The Lessee must not or allow any other person to drive, ride or park any vehicle on or over any part of the Park Lands without the consent of Council.

6.12 No warranty

The Council makes no warranty or representation regarding the suitability of the Leased Area (structural or otherwise) of the Services for the Permitted Use or any other purpose.

7. INSURANCE

7.1 Lessee must insure

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least the amount in Item 6 for each claim;
- 7.1.2 insurance in respect of any Improvements including a policy in respect of breakage and damage to plate and other glass in the Leased Area;
- 7.1.3 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.4 other insurances required by any Statutory Requirement.

7.2 Requirements for Lessee's policies

Each policy the Lessee takes out must:

- 7.2.1 be with a reputable insurer and on terms (including value of policy) approved by the Council;
- 7.2.2 be in the name of the Lessee and note the Council's interest; and
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made.

7.3 Evidence of insurance

- 7.3.1 The Lessee must give the Council copies of certificates evidencing the currency of the policies the Lessee has taken out under this clause 7
- 7.3.2 During the Term the Lessee must:
 - 7.3.2.1 pay each premium before it is due for payment;
 - 7.3.2.2 give the Council copies of certificates of currency each year when the policies are renewed and at other times the Council requests;

- 7.3.2.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
- 7.3.2.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

7.4 Additional premium and excess

- 7.4.1 The Lessee must not do anything which may:
 - 7.4.1.1 prejudice or render void or voidable any insurance of the Leased Area; or
 - 7.4.1.2 increase the premium for any insurance.
- 7.4.2 If the Lessee does anything (with or without the consent of Council) that increases the premium of any insurance of the Council the Lessee must on demand pay the amount of that increase to the Council.
- 7.4.3 The Lessee must pay all excess amounts paid or payable by the Council relating to any accident or claim caused or contributed to by the Lessee.

8. REPAIR, MAINTENANCE AND ALTERATIONS

8.1 Maintenance and repair

- 8.1.1 The Lessee must at its costs:
 - 8.1.1.1 keep and maintain the Leased Area in good condition and repair and promptly rectify any damage to the Leased Area; and
 - 8.1.1.2 keep, maintain, repair, and replace any Improvements and the Lessee's Equipment in good repair and condition (including undertaking all structural and capital maintenance, repair and replacement) to ensure any Improvements and the Lessee's Equipment are kept to a standard reasonably required by the Council (fair wear and tear excepted); and
 - 8.1.1.3 undertake any upgrade to Services or improvement to the Leased Area required by the Lessee as a result of the Lessee's use or occupation of the Leased Area
- 8.1.2 Not less frequently than annually the Lessor and the Lessee must review any works for repairs or replacements of which either party is aware that are required for the next year.
- 8.1.3 Each party must inform the other in writing of any critical structural or capital maintenance, replacement and repair required in respect of the Leased Area as soon as practicable after it becomes aware of it.
- 8.1.4 The Lessee must when complying with the obligations under the Lease use all reasonable endeavours to carry out any repairs and maintenance in a timely manner and cause as little interruption as possible to the Council and other users of the Park Lands.
- 8.1.5 Any disputes in regard to the subject matter of this clause 8 may be referred by either party for determination under clause 21 of this Lease.

8.1.6 If the Council is required to carry out any works which are the responsibility of the Lessee under this clause 8.1 then:

8.1.6.1 the Council may after consultation with the Lessee (without any obligation to do so and without any liability to the Lessee in respect of such works) execute such works as if it were the Lessee; and

8.1.6.2 the Lessee shall be liable for all of Council's reasonable costs and expenses in executing such works.

8.2 Alterations by Lessee

8.2.1 The Lessee must not carry out any alterations or additions to the Leased Area without the consent of Council.

8.2.2 The Lessee must provide full details of any proposal to undertake any alterations, additions or other works (including an proposal to alter any Improvements) to the Council.

8.2.3 The Council may impose any reasonable conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters or proposes to enter into in relation to any alterations, additions or other works to the Leased Area.

8.2.4 The Lessee must carry out any approved alterations and additions:

8.2.4.1 in a proper and workmanlike manner;

8.2.4.2 in accordance with the conditions and approvals imposed by the Council (as lessor under this Lease); and

8.2.4.3 in accordance with all Statutory Requirements.

8.2.5 The Lessee will pay all of the Council's reasonable costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.2.6 Unless otherwise agreed in writing, any alteration or addition made pursuant to this clause will be the property of the Lessee.

8.3 Proposed Redevelopment

8.3.1 Subject to clause 8.3.3, the Council consents to the Proposed Redevelopment being undertaken by the Lessee in accordance with this Lease (and this clause 8.3.1 shall be in satisfaction of clause 8.2 of this Lease).

8.3.2 The Proposed Redevelopment shall be undertaken by the Lessee (or caused to be undertaken) at its own cost and expense but subject to first obtaining all necessary Development Approvals:

8.3.2.1 in a good and workmanlike manner; and

8.3.2.2 substantially in accordance with the Concept Plans (subject to clause 8.3.3 below).

- 8.3.3 Without limiting any other provision of this Lease, the parties acknowledge and agree that:
- 8.3.3.1 the Lessee may in its absolute discretion add to, amend, vary, remove from or modify the Concept Plans (“Concept Plans Variation”) provided always that the Lessee shall not undertake (or cause to be undertaken) any works which are not specified or remove works which are specified in the Concept Plans in Annexure B of this Lease without first having obtained the Council’s consent; and
 - 8.3.3.2 the Council will not unreasonably withhold consent to a Concept Plans Variation provided that any Concept Plans Variation is not a Material Variation; and
 - 8.3.3.3 the Council will not be acting unreasonably if Council considers it necessary to undertake further public or community consultation regarding the Concept Plans Variation; and
 - 8.3.3.4 all services, improvements, fixtures and fittings constructed on the Leased Area and/or Licence Area as part of the Proposed Redevelopment shall remain the property of the Lessee and will not form part of the Leased Area.
- 8.3.4 In this clause 8.3, “**Material Variation**” means a variation which would result in:
- 8.3.4.1 a material adverse change in the external appearance or style of the Proposed Redevelopment measured against the Concept Plans;
 - 8.3.4.2 a material increase in the area of Park Lands to be occupied by the Proposed Redevelopment; or
 - 8.3.4.3 a material alteration to any works Council would need to undertake to nearby Park Lands planned or scheduled to accommodate the Proposed Redevelopment.

8.4 Pests

The Lessee must keep the Leased Area free of vermin, insects and other pests (including termites).

8.5 Cleaning

The Lessee must:

- 8.5.1 keep the Leased Area and the surrounding areas clean and tidy and free from dirt, rubbish and graffiti; and
- 8.5.2 not cause any part of the surrounding Park Lands to be left untidy or in an unclean state or condition.

9. ENVIRONMENT

9.1 Environmental obligations

- 9.1.1 The Lessee must not do anything that causes Contamination or is likely to cause Contamination to the Leased Area or the Environment in contravention of any Environmental Law.
- 9.1.2 The Lessee must perform at its cost any environmental remediation works required as a result of a breach by the Lessee of this clause.

9.2 Indemnity

Without limiting clause 15, the Lessee indemnifies the Council against any Claims for any Loss as a result of or contributed to by any breach of an Environmental Law by the Lessee.

9.3 Termination

This clause 9 survives termination or the expiration of this Lease.

10. ASSIGNING, SUBLETTING AND CHARGING

10.1 Assignment

The Lessee must not assign, transfer or otherwise deal with the Lessee's interest in the Leased Area under this Lease without the consent of Council.

10.2 Request for Assignment

If the Lessee requests that the Council consent to any assignment, transfer or other dealing the Lessee must comply with Council's procedural requirements for dealing with the request.

10.3 No release

Where the Council grants consent to an assignment or transfer, the Lessee (i.e. the party assigning or transferring the Lease or rights under the Lease) will not be released or discharged from the current or future obligations under this Lease.

10.4 Subletting and hiring out

- 10.4.1 The Lessee must not sublet, hire out or otherwise part with possession of the Leased Area without the consent of Council.
- 10.4.2 The Lessee must provide Council with details of the proposed sub-lease, hire agreement or other dealing including a copy of the proposed agreement and details of the sub-lease or hire fees.
- 10.4.3 The Lessee is responsible for ensuring that any sub-lessee or hirer complies with this Lease and all of the terms of the approved sub-lease or hire agreement.

10.5 Charging

- 10.5.1 The Lessee must not charge the Lessee's interest in this Lease or the Lessee's Equipment without the consent of Council.

- 10.5.2 If the Council consents to a charge then the Lessee must enter into a deed in a form required by the Council which ensures the charge is subject to the Council's rights under this Lease.

10.6 Costs

The Lessee must pay all costs reasonably incurred by the Council (including any legal fees) in relation to any dealing under this clause, including in considering whether or not to grant any consent to a request by the Lessee under this clause 10.

11. COUNCIL'S OBLIGATIONS AND RIGHTS

11.1 Quiet enjoyment

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this Lease, the Lessee may occupy the Leased Area during the Term without interference from the Council.

11.2 Right to enter

The Council may (except in the case of emergency when no notice will be required) enter the Leased Area after giving the Lessee reasonable notice:

- 11.2.1 to see the state of repair of the Leased Area;
- 11.2.2 to do repairs to the Park Lands or other works which cannot reasonably be done unless the Council enters the Leased Area; and
- 11.2.3 to do anything the Council must or may do under this Lease or must do under any law.

11.3 Emergencies

In an emergency the Council may:

- 11.3.1 close the Leased Area; and
- 11.3.2 prevent or restrict access to the Park Lands.

11.4 Works and restrictions

- 11.4.1 Subject to complying with clause 11.4.2, the Council may (without any Claim by the Lessee):
 - 11.4.1.1 install, use, maintain, repair, alter, and interrupt Services;
 - 11.4.1.2 carry out works on the Park Lands which are essential for maintaining or improving the Services, or which relate to other public infrastructure (but for the sake of clarity such works do not extend to removing existing or constructing new above ground improvements on the Leased Area without the Lessee's prior written consent (acting reasonably)); and
 - 11.4.1.3 close (temporarily) and restrict access to relevant portions of the Park Lands (including the Leased Area) in order to procure the safe carrying out of the works contemplated in this clause 11.4.1.

- 11.4.2 In exercising Council's rights under clauses 11.3 and 11.4, the Council must (except in cases of emergency):
- 11.4.2.1 take reasonable steps to minimise interference with the Lessee's use and occupation of the Leased Area;
 - 11.4.2.2 close or restrict access to only those portions of the Leased Area which are essential for carrying the said work;
 - 11.4.2.3 use all reasonable endeavours to complete the works and reinstate access as soon as reasonably practicable; and
 - 11.4.2.4 consult with the Lessee on the manner in which the Council proposes to exercise its rights, and shall cooperate with any reasonable request of the Lessee to achieve and give effect to the Lessee's use and enjoyment of the Leased Area.

11.5 Right to rectify

Council may at the Lessee's cost do anything which the Lessee should have done under this Lease but which the Lessee has not done or which the Council reasonably considers after providing notice to the Lessee that the Lessee has not done properly.

11.6 Park Lands Events

- 11.6.1 The Lessee acknowledges and agrees that (subject to its location in the Park Lands) the Leased Area may not be able to be accessed or available for use and occupation as a result of any public, major or special events to be held in the Park Lands.
- 11.6.2 Subject to clause 11.6.3, the Lessee may not make any Claim against the Council arising from or in connection with any public or special events or the Leased Area not being able to be accessed or available for the Lessee's use and occupation.
- 11.6.3 Where the event to be held in the Park Lands is proposed by Council (through Council's events strategy) (Council Event) and that such a Council Event will restrict or prevent the Lessee's occupation and use of the Leased Area, the Council must:
 - 11.6.3.1 occasion to the Lessee as little disturbance and damage as is practicable and provide 6 months notice of any Council Event;
 - 11.6.3.2 keep and maintain the Leased Area in good condition and repair and promptly rectify any damage to the Leased Area during the Council Event; and
 - 11.6.3.3 repair any damage to the Leased Area to restore and make good any damage to the condition existing prior to the Council Event.
- 11.6.4 The Lessee will not be required to make any payments on account of instalments of Rent for the period the Leased Area is not available for use by the Lessee as a consequence of any public or special event.
- 11.6.5 The Lessee acknowledges and agrees that this clause does not apply to impose any obligations on the Council or confer any rights upon the Lessee if any public, major or special event in or affecting the Park Lands

and the Leased Area is not a Council Event or is a declared event under the Major Events Act 2013.

12. DAMAGE OR DESTRUCTION

12.1 Termination for destruction or damage

- 12.1.1 If the Leased Area is destroyed or is damaged so that the Leased Area is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Lessee must give the Council a notice either:
- 12.1.1.1 terminating this Lease (on a date at least one (1) month after the Lessee gives notice); or
 - 12.1.1.2 advising the Council that the Lessee (at the Lessee's costs) intends to repair any building forming part of the Leased Area so that the Lessee can occupy and use the Leased Area.
- 12.1.2 If the Lessee gives a notice under clause 12.1.1.2 but does not carry out the intention within a reasonable time, the Council may give notice to the Lessee that the Council intends to end the Lease if the Lessee does not complete the required works within a reasonable time (having regard to the nature of the required work).
- 12.1.3 If the Lessee does not comply with the Council's notice under clause 12.1.2, the Council may terminate this Lease by giving the Lessee not less than one (1) month's notice without any Claim by the Lessee against the Council.
- 12.1.4 If the Lessee gives a notice under clause 12.1.1.1 or the Lease is terminated by the Council under clause 12.1.3, the Lessee must at its costs comply with the obligation under clause 13.2.
- 12.1.5 Without limiting any other term of this Lease the Lessee will be liable to pay or reimburse the Council for all reasonable costs and expenses incurred by the Council as a result of the Lessee failing to undertake and complete any works including any reasonable costs the Council may incur to return the Leased Area to the condition required under clause 13.2.

12.2 Reduction or abatement of rent

- 12.2.1 The Yearly Amounts to be paid by the Lessee will during the period the Leased Area is unfit or inaccessible be reduced unless:
- 12.2.1.1 the Leased Area is unfit or inaccessible; or
 - 12.2.1.2 an insurer refuses to pay a claim;
- as a result of the default or negligence of the Lessee.
- 12.2.2 The level of the reduction (if any) will depend on the nature and extent of the damage.
- 12.2.3 If the level of the reduction (if any) cannot be agreed it will be determined by a Valuer.

13. RETURN OF LEASED AREA ON EXPIRY OR TERMINATION

13.1 Expiry

This Lease will end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under any other provision of this Lease.

13.2 Handover of possession

13.2.1 Before this Lease ends, the Lessee will (if required to do so by the Council) to Council's satisfaction:

13.2.1.1 remove the Improvements and any alterations or additions made by the Lessee;

13.2.1.2 remove the Lessee's Equipment;

13.2.1.3 carry out and complete any repairs and maintenance that the Lessee is obliged to carry out under this Lease;

13.2.1.4 terminate all Services; and

13.2.1.5 to reinstate the Leased Area to Park Lands setting (free from all built form, rubbish and debris) to the satisfaction of Council (which at a minimum will include the installation of rolled turf and irrigation).

13.2.2 If it is not practical for the Lessee to undertake and complete these requirements before the Lease comes to an end, then such works must be undertaken immediately after the Lease comes to any end, but in accordance with the reasonable requirements of the Council.

13.2.3 If at the time that possession of the Leased Area is given back to the Council, the Lessee has not complied with all or any of its obligations under this clause 13.2, the Lessee shall not be relieved of its obligation to comply with these requirements, or to compensate the Council for failure to do so, by reason of the fact that the Council has accepted or taken possession of the Leased Area.

13.3 Holding over

If with the Council's consent the Lessee continues to occupy the Leased Area after the end of this Lease, the Lessee does so as a monthly tenant which:

13.3.1 either party may terminate on one (1) month's notice given at any time; and

13.3.2 is on the same terms as this Lease.

14. BREACH

14.1 Payment obligations

14.1.1 The Lessee must make payments due under this Lease:

14.1.1.1 without demand (unless this Lease provides demand must be made);

14.1.1.2 without set-off, counter-claim, withholding or deduction; and

14.1.1.3 to the Council or as the Council directs; and

14.1.1.4 by direct debit or such other means as the Council directs.

14.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Lessee must make that payment on demand.

14.2 **Set off**

The Council may, by notice to the Lessee, set off against any amount due and payable under this Lease by the Council to the Lessee, any amount due and payable by the Lessee to the Council under this Lease or under any other agreement or arrangement.

14.3 **Council's rights on breach**

14.3.1 If the Lessee is at any time in breach of any of its obligations under this Lease, and the Lessee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council may at any time come onto the Leased Area without notice and do all things necessary to remedy that breach.

14.3.2 The Lessee will be liable to pay or reimburse the Council for all costs and expenses incurred by the Council in that regard which the Council may recover from the Lessee as a debt due and payable on demand.

14.4 **Default, breach and re-entry**

In the event:

14.4.1 the Rent or any moneys (or part of any moneys) payable under this Lease are unpaid for the space of forty five days (45) after any day on which the same ought to have been paid (after legal or formal demand having been made);

14.4.2 the Lessee commits, permits or suffers to occur any breach, or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of the Lease;

14.4.3 of an Insolvency Event; or

14.4.4 the Leased Area is left unoccupied for two (2) months or more without the consent of Council;

then despite any other clause of this Lease the Council at any time has the right to terminate this Lease, re-enter into and re-possess the Leased Area but without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Rent or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of the Lease.

14.5 Rights of Council not limited

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee will not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 14.

14.6 Landlord and Tenant Act

In the case of a breach or default of this Lease where notice is required to be given pursuant to Section 10 of the *Landlord and Tenant Act 1936*, such notices will provide that the period of fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Council.

14.7 Repudiation and damages

14.7.1 The Lessee acknowledges that the following obligations under this Lease are essential terms:

14.7.1.1 the obligation to pay Rent and any other moneys under the Lease;

14.7.1.2 the obligations and prohibitions in relation to use of the Leased Area;

14.7.1.3 the obligations in relation to repair and maintenance;

14.7.1.4 the obligations and restrictions in relation to additions and alterations to the Leased Area; and

14.7.1.5 the restriction on assignment, subletting, mortgaging and licensing.

14.7.2 If the Council accepts payment of Rent or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.

14.7.3 If the Lessee breaches any essential term, that conduct on the part of the Lessee will be deemed to constitute a repudiation of this Lease and the Council may then at any time rescind this Lease by accepting that repudiation.

14.7.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term, or if the Lessee repudiates this Lease and the Council accepts that repudiation rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including Rent and other moneys which the Council would otherwise have received under this Lease had the Lessee not breached an essential term or repudiated this Lease.

14.7.5 The rights of the Council under this clause 14.7 and any action taken by the Council do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

14.8 Interest on overdue amounts

If the Lessee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full calculated on outstanding daily balances at the Default Rate.

15. INDEMNITY AND RELEASE

15.1 Risk

The Lessee occupies and uses the Leased Area at the Lessee's risk.

15.2 Indemnity

The Lessee is liable for and indemnifies the Council against all Claims for any Loss suffered directly or indirectly by the Council as a result of or in connection with the Lessee's use or occupation of the Leased Area including in connection with:

- 15.2.1 any act or omission of the Lessee;
- 15.2.2 the overflow or leakage of water or any other harmful agent into or from the Leased Area;
- 15.2.3 any fire on or from the Leased Area;
- 15.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Leased Area by the Lessee or otherwise relating to the Leased Area;
- 15.2.5 a breach of this Lease by the Lessee.

15.3 Release

The Lessee releases the Council from all Claims for any Loss occurring on the Leased Area except to the extent that they are caused by the Council's negligence.

15.4 Indemnities are independent

Each indemnity is independent from the Lessee's other obligations and continues during this Lease and after this Lease ends.

16. GOODS AND SERVICES TAX

16.1 Agreed consideration

If a GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with any supply under this Lease then:

- 16.1.1 the Agreed Consideration for that supply is exclusive of GST;
- 16.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and
- 16.1.3 the Lessee shall pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

16.2 Tax invoice

Where the Agreed Consideration is to be increased to account for GST under this clause 16, the Council will on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

16.3 Penalties and interest

If the Lessee does not comply with its obligations under the Lease or with its obligations under GST Legislation in connection with the Lease and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the amount of the penalties and interest.

17. REDEVELOPMENT

17.1 Termination of Lease

If as part of any redevelopment or project conducted by the Council, or for any other reason the Council wishes to redevelop any part of the Park Lands that may include the Leased Area, then the Council will be entitled to terminate this Lease subject to the following provisions:

- 17.1.1 the Council must provide the Lessee with details of the proposed demolition sufficient to indicate a genuine proposal to carry out that demolition within a reasonably practical time after this Lease is to be terminated;
- 17.1.2 the Council may at any time after providing the Lessee with the information specified in clause 17.1, give the Lessee a written notice of termination of this Lease (Termination Notice) specifying the date on which this Lease is to come to an end being a date not less than six (6) months after the Termination Notice is given;
- 17.1.3 this Lease will, unless terminated earlier by the Lessee under clause 17.4, come to an end at midnight on the day specified in the Termination Notice;
- 17.1.4 at any time after receiving a Termination Notice under clause 17.1, the Lessee may terminate this Lease by giving not less than seven (7) days written notice to the Council; and
- 17.1.5 when this Lease is terminated (whether by the Council under clause 17.1 or by the Lessee under clause 17.4), the rights and obligations of the Council and the Lessee will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

17.2 Compensation

- 17.2.1 The Lessee will not be entitled to any claim for compensation arising from the termination of the Lease under this clause 17 (or clause 14.4 on default) unless occurring within the first 10 years of this agreement.
- 17.2.2 If the Lease is terminated under clause 17.1 (or Clause 14.4 on default) during the first 10 years of this agreement, the Council must pay to the Lessee reasonable compensation (to be agreed by the Council and the Lessee (both acting reasonably)) for loss and damage suffered by the Lessee as a result of such termination which compensation should include having regard to the costs and expenses incurred by the Lessee in undertaking the Proposed Redevelopment.

18. DISPUTES RESOLUTION

Dispute

A party to a Dispute must comply with this clause before starting arbitration or court proceedings (except proceedings for interlocutory relief).

Notice of Dispute

A party to a Dispute must give the other parties to the Dispute notice setting out details of the Dispute.

Effort to resolve

For twenty (20) Business Days after the notice in clause 18.2, each party to the Dispute must use reasonable efforts to resolve the Dispute.

Mediator

18.1.1 If the parties cannot resolve the Dispute under clause 18.3 within that period, they must refer the Dispute to a mediator.

18.1.2 If, within a further twenty (20) Business Days, the parties to the Dispute do not agree on a mediator, a party to the Dispute may ask the chairman of the Resolving Body to appoint a mediator.

18.1.3 The mediator assists in negotiating a resolution of the Dispute. A mediator may not bind a party unless the party agrees in writing.

18.1.4 The mediation ends if the Dispute is not resolved within twenty (20) Business Days after the mediator's appointment.

18.2 Confidentiality

Each party:

18.2.1 must keep confidential any information or documents disclosed in the dispute resolution process; and

18.2.2 may use that information or those documents only to try to resolve the Dispute.

18.3 Cost of dispute

Each party to a Dispute must pay its own costs of complying with this clause. The parties to the Dispute must pay equally the costs of the mediator and any third party reports and enquiries requested by the mediator.

18.4 Breach of dispute clause

If a party to a Dispute breaches this clause, the other parties to the Dispute do not have to comply with this clause in relation to the Dispute.

19. LICENCE

[This clause 19 applies only if Items 7 to 10 of the Schedule are completed.]

19.1 Grant of licence

The Council grants to the Lessee a licence during the Term to use the Licence Area for the Licence Area Permitted Use.

19.2 Term of licence

The licence granted by this clause 19 will (while the Lessee named in this Lease is the lessee in occupation of the Leased Area) continue (subject to this clause 19) until the end of the Term or the sooner surrender or determination of this Lease.

19.3 Licence fee

19.3.1 The Lessee must pay the Licence Fee by equal annual instalments in advance on the Commencement Date and then on 1 September during each year of the Term.

19.3.2 If the Commencement Date is not 1 September then the first and last payment will be adjusted based on the number of days from the Commencement Date to 31 August next and the number of days in the relevant year.

19.3.3 The Licence Fee is reviewed annually by the Council as part of the review of Council's schedule of fee and charges for the Park Lands.

19.4 Licence Area Permitted Use

The Lessee must not use or permit the Licence Area to be used other than for the Licence Area Permitted Use and only in accordance with the Details of the Licence Area Permitted Use.

19.5 Rates and utilities

19.5.1 The Lessee must pay or reimburse the Council for all rates, taxes, levies or other charges (including Council rates assessed by the Council as a Statutory Authority) arising from the grant of this licence or in respect of the Licence Area.

19.5.2 The Lessee must pay or reimburse the Council as and when due for payment or if required by the Council then within fourteen (14) days of demand all costs, fees and charges for the provision of:

- (a) electricity, water, gas, oil and other energy or fuels supplied to and consumed in the Licence Area; and
- (b) telephone, facsimile and other communication services, waste disposal in respect of the Licence Area and all other utility services supplied to or consumed in or on in respect of the Licence Area;

whether supplied by the Council or any other person.

19.6 Insurance

The Lessee must ensure that any insurance policies required to be effected and maintained by the Lessee under clause 7 of this Lease extend (to the extent applicable) to cover the Licence Area, the use of the Licence Area and any buildings, fixtures, fittings or structures erected or placed on the Licence Area.

19.7 No assignment or subletting

The Lessee must not assign, transfer, sublicense or otherwise deal with the Lessee's rights under this clause 19 without the consent of Council.

19.8 Improvements

19.8.1 The Lessee must not erect, fix or place any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area without the consent of Council.

19.8.2 Any buildings, fixtures, fittings or structures erected, fixed or placed (by whatever means) upon the Licence Area will unless otherwise agreed remain until the end of the term of this licence the property of the Lessee but may not be removed from the Licence Area without the consent of the Council.

19.9 Maintenance of improvements

The Lessee must maintain and repair any buildings, fixtures, fittings or structures erected fixed or placed in, on or under the Licence Area in good and safe repair and condition as determined by Council.

19.10 Events on Park Lands within Licence Area

19.10.1 Council may (in accordance with its events management policies (as amended from time to time)) grant approval to others to hold events within the Licence Area on terms determined by the Council.

19.10.2 The Lessee may not make any Claim for any Loss or interruption arising from any such approval or being required to relocate to an alternate licence area for the duration of the event.

19.11 To obey policies and direction

The Lessee must comply with and cause to be complied with all Council policies, directions, rules and by-laws from time to time regarding the Licence Area or the Licence Area Permitted Use including Council's "Recreation and Sport Park Lands Facilities" policy (or any update or replacement policy (from time to time)).

19.12 Public access and membership

19.12.1 The Lessee must allow unrestricted public access to those playing fields and surfaces that are unfenced at all times when the Lessee is not using them.

19.12.2 Where the Lessee is an association (and not a school body) membership must be open and available to the public.

19.13 Temporary Relocation

The Council will have the right where in the opinion of the Council there exists a valid commercial reason so to do at any time during the duration of this licence to temporarily relocate the Lessee to another location on the Park Lands provided that the Council will have given not less than six (6) months' notice of its intention to the Lessee.

19.14 Nature of licence

The rights granted by the licence conditions in this clause 19 do not create in or confer upon the Lessee any tenancy or any estate or interest in the Licence Area. The rights granted do not confer upon the Lessee any right of exclusive use or occupation and the Council may from time to time exercise all rights which may include the use and enjoyment of the whole or any part of the Licence Area.

19.15 **No warranty**

The Council makes no warranty or representation regarding the suitability of the Licence Area including any buildings, fixtures, fittings or structures in, on or under any part of the Licence Area (whether erected fixed or placed by the Council, any previous licence holder or any other person) for the Licence Area Permitted Use or any other purpose.

19.16 **Defined terms**

In this clause 19 unless the context otherwise requires:

Details of the Licence Area Permitted Use means the days and hours of operation or use specified in Item 7;

buildings, fixtures, fittings or structures includes all drains, pipes, fencing, goal posts, manholes, reticulation equipment, all electrical equipment (including floodlights) and similar services (and in cases where tennis courts form the whole or part of the Licence Area will also include all court surfaces, perimeter fencing, net posts and perimeter access gates);

Licence Area means the area of the Park Lands described in Item 8 including all Building(s), the Council's Equipment and other buildings, fixtures, fittings or structures;

Licence Area Permitted Use means the use described in Item 9;

Licence Fee means the amount described in Item 11 (as reviewed each year);

19.17 **Interpretation**

Unless the contrary intention appears:

19.17.1 a breach of the terms of this clause 19 will be an event of default under the Lease; and

19.17.2 all of the "Lessee's covenants" in the Lease are deemed to be incorporated into the licence under this clause 19 as if they were specifically set out in this licence (including any terms or requirements for Council's consent) so that "Leased Area" in the Lease terms will mean "Licence Area" (as defined in this clause 19) and the Lessee agrees to observe and perform all of the "Lessee's" covenants in relation to the Licence Area.

20. **GENERAL**

20.1 **Costs**

The Lessee must pay or reimburse to the Council:

20.1.1 if the Lessee has requested that this Lease be registered and this Lease is capable of registration, all government fees for registration of this Lease. If a lease plan is required to be prepared and registered before this Lease

can be registered, then the Lessee must arrange and pay for the preparation and registration of that lease plan;

20.1.2 all of the legal costs (determined on a solicitor and client basis) incurred by the Council in connection with the preparation, negotiating, revising and engrossing this Lease (including all attendances on the Lessee and its legal and other advisers and all advices provided to the Council) and attending to the execution of this Lease;

20.1.3 all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this Lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

20.2 **Waiver**

If the Council accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Lease.

20.3 **Notice**

20.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

20.3.1.1 in the case of the Lessee, if posted by pre-paid post or delivered to the last known address of the Lessee; and

20.3.1.2 in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Lease unless the Lessee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

20.3.2 Notice served by pre-paid post will be deemed to have been given or served three (3) Business Days after posting.

20.3.3 Any notice may be signed on a party's behalf by its attorney, director, secretary, officer, solicitor or authorised agent.

20.4 **Severance**

If any part of this Lease is found to be invalid, void or unenforceable, then that part will be severed from this Lease and the remainder of this Lease will continue to apply.

20.5 **Special conditions**

Any Special Conditions will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those Special Conditions will prevail.

20.6 **Entire agreement**

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Leased

Area and that no promises, representations or undertakings, other than those contained in this Lease, were made or given or relied upon.

20.7 **Resumption**

If the Council receives notice of resumption or acquisition of the Leased Area or any land affecting the Leased Area from or by any Statutory Authority or any body or authority of such Statutory Authority, then the Council may terminate this Lease by giving not less than three (3) months written notice to the Lessee. When such termination takes effect, the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

FIRST SCHEDULE

ITEM 1 Leased Area	Portion of the Park Lands being the areas marked in yellow and described in the plans attached as Annexure A being more particular described as Bundy's Paddock / Tidlangga (Park 9) [PR44004B]	
ITEM 2 Initial Term	Twenty One (21) years commencing 1 October 2021 (Commencement Date) and expiring at midnight 30 September 2042* <i>*subject to completing the Proposed Redevelopment.</i>	
ITEM 3 Rent	\$6,187.50 per annum (exclusive of GST) (subject to review), paid annually. * <i>*Adelaide Park Lands Leasing and Licensing Policy and Guidelines (375m² x \$55p/m² = \$20,625.00 x 70% discount = \$6,187.50 p/a (+GST)).</i>	
ITEM 4 Review Dates and Review Method	Review Dates Each anniversary of the Commencement Date	Review Method Fixed review by 4 per centum
ITEM 5 Permitted Use	Changerooms and associated spectator facilities supporting school PE Lessons, community use and the playing of cricket, football and other sports (including training and games) and limited scale food and beverage facilities for use in connection with sports activities (with functions or events limited to sports related functions or events during and for a limited period immediately following a sporting event).	
ITEM 6 Public Risk Insurance	\$20,000,000.00	
ITEM 7 Details of Licence Area Permitted Use	Physical Education (PE Lessons) Monday – Friday: 7am to 3.30pm (during school term)	

	<p>Cricket Season- October to March Monday to Friday: 3.30 to 8.30pm Saturday 8.30am to 8.00pm Sunday 8.30am to 7.00pm</p> <p>Football Season - December to March Pre-Season - April to September Season Monday to Friday: 3.30pm to 8.30pm Saturdays 8.00am to 6.30pm Sundays 9.00am to 3pm</p>
ITEM 8 Licence Area	Those portions of the Park Lands marked in red (but excluding the areas marked in yellow) on the attached plan.
ITEM 9 Licence Permitted Use Area	Cricket, football and other sports together with other appropriate sport related ancillary uses (including for sports related functions or events during or for a limited period immediately following a sporting event).
ITEM 10 Licence Fee	Four Thousand and forty six dollars and forty cents (\$4046.40) (exclusive of GST), paid annually. <i>[These are the current declared fees of the 2019/20 ending 31 August 2020 (based on the rate of \$1440.00 per ha for 2.81ha for open space). These fees are re-set and declared each year on or about 1 September]</i>
ITEM 11 Special Conditions	<p>1. Payment of Rent Despite any other term of this Lease, the Council and the Lessee agree that the Lessee will only be required to pay fifty percent (50%) of the Rent for the six month period from the Commencement Date and expiring 28 February 2021 provided that the Lessee remains liable to pay all other amounts under the Lease during this period.</p> <p>2. Match schedules The Lessee must provide Council (and residents) a schedule of programmed matches before each relevant season in a form required by Council which includes details of matches or games that are likely to attract larger crowds.</p> <p>3. External Public Toilet 3.1 Without limiting clause 8.1 and 8.4 of this Lease, the Lessee acknowledges and agrees that the External Public Toilets will on practical completion (to Council's reasonable satisfaction) become public toilets (for the general public's access and use as determined by Council) and the Council</p>

will be responsible for all general maintenance, repair and cleaning (for so long as they remain public toilets).

- 3.2 The Lessee will report (if and as soon as it becomes aware) any damage of the External Public Toilets to the Council so that the damage may be assessed and Council may coordinate timely repair.
- 3.3 The Lessee acknowledges and agrees Council may install a remote security locking system to the [insert number of public toilets] External Public Toilets and that they will be locked overnight and opened each morning for general public access.

4. Adjacent Areas

In addition to any other terms of this Lease, the Lessee acknowledges and agrees the Lessee is responsible at the Lessee's cost to keep the areas out lined in green on the Plan in good repair and in a clean and tidy state and condition.

(subject to final Development Approval plans).

5. Services / Infrastructure (SA Water)

The Lessee acknowledges and agrees that as a result of the Lessee's desire to redevelop the site and connect to SA Water infrastructure through the Park Lands that the Lessee will be required to connect to all required services as part of the proposed Redevelopment and will do so at its own cost (including the remediation of any damage caused to Park Lands and Council infrastructure).

6. Proposed Redevelopment

- 6.1 Despite any other provision of this Lease, if the Lessee does not practically complete the Proposed Redevelopment within eighteen (18) months from the Commencement Date, the Term of the lease is reduced from twenty one (21) years to five (5) years.
- 6.2 At the completion of the Proposed Redevelopment, it is the Lessee's responsibility to remedy the area around the Leased Area, to ensure that all building materials are removed, and where necessary return the area to a Park Lands like setting (reseed and/or returf etc).

7. Insurance

- 7.1. For so long as the lessee in possession under this Lease is Prince Alfred College, the Council and the Lessee agree the Lessee may maintain the building insurances for the Leased Area together with any buildings, fixtures, fittings or structures in on or under the Licence Area under a policy which:

7.1.1 is for the full replacement value of the Improvements and any buildings, fixtures, fittings and structures on the Licence Area (including demolition and rebuilding costs) as determined by Council (and advised to the Lessee from time to time);

	<p>7.1.2. is with an insurer approved by Council (acting reasonably);</p> <p>7.1.3. notes the interest of Council (as lessor); and</p> <p>7.1.4. covers events during the policy's currency reported in accordance with the policy's conditions.</p> <p>7.2. For so long as the Lessee maintains the insurances as required by this special condition, then clause 7.2 of the Lease shall not apply.</p> <p>8. Facility Management Plan</p> <p>8.1 The Lessee will maintain a facility management plan (including cleaning and maintenance schedule, communication policy and community use booking process) as well as a code of conduct to governing its members and other users of the facility.</p> <p>8.2 Any amendments to the Management Plan will require the consent of Council.</p> <p>NOTE: <i>Other special conditions may be inserted into this lease which mirror Development Approval conditions and will be inserted once Development Approval has been granted.</i></p>
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ANNEXURE A

LEASE/LICENSE PLANS – FOR THE PURPOSE OF COMMUNITY CONSULTATION AS PER SECTION 202 OF THE LOCAL GOVERNMENT ACT 1999.

ONCE PLANNING CONSENT HAS BEEN GRANTED, CONFIRMED REVISED PLAN WILL BE INSERTED INTO ANNEXURE A

Item 8.1 - Attachment B

ANNEXURE B

CONCEPT PLANS AS APPROVED BY COUNCIL – FOR THE PURPOSE OF COMMUNITY CONSULTATION AS PER SECTION 202 OF THE LOCAL GOVERNMENT ACT 1999.

ONCE PLANNING CONSENT HAS BEEN GRANTED, STAMPED (DEVELOPMENT ACT 1993) PLANS WILL BE INSERTED INTO ANNEXURE B

Item 8.1 - Attachment B

EXECUTED as an AGREEMENT

Signed by an Authorised Officer for **THE CORPORATION OF THE CITY OF ADELAIDE** in the presence of:

.....
Signature of witness

.....
Signature of Authorised Officer

.....
Name of witness (print)

.....
Name of Authorised Officer (print)

The Common Seal of **PRINCE ALFRED**)
COLLEGE was affixed in accordance)
with its Constitution and by the authority)
of its Board in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

Item 8.1 - Attachment B

BUNDEY'S PADDOCK TIDLANGGA

Park 9

Draft Adelaide Park Lands
Community Land Management Plan

August 2020



DOCUMENT PROPERTIES

Record Details

HPRM Reference: ACC2020/95187

HPRM Container: 2015/00666

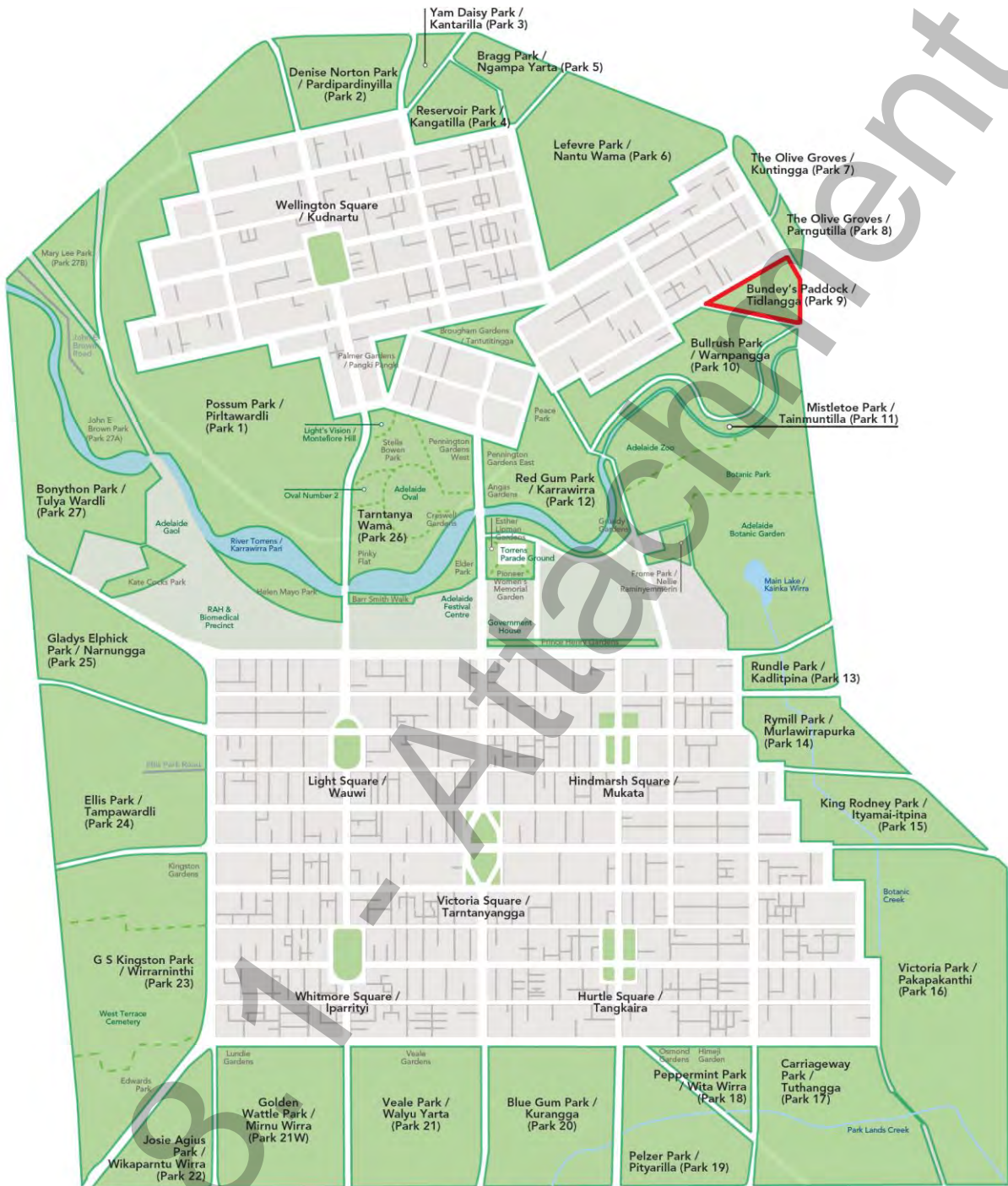
Item 8.1 - Attachment C

TABLE OF CONTENTS

Document Properties	i
Table of Contents	ii
Figures	ii
1. National Heritage Listing context.....	2
2. Kaurna Statement of Cultural Significance	3
3. Historical context for Park 9	3
4. Drivers of Change	5
5. Purpose for which Park 9 'is held'	6
6. Objectives for the use and management of Park 9	7
7. Policies and proposals for the use and management of Park 9	7
8. Performance Targets and measures – against Objectives	10
9. Public use and Movement through Park 9	10
10. Policies for the granting of leases or licences.....	11
11. Circumstances not provided for.....	11

FIGURES

Adelaide Park Lands with Park 9 identified	1
Current Layout of Park 9	2
Aerial view of Park 9 from 1935.....	3
Plan 20 of the Park Lands by Brown depicting tree plantations in Parks 7,8 & 9.....	4
Wrought Iron Gate Posts on Mackinnon Parade.....	5
Park 9 Activity Hub.....	5
Existing Buildings in Park 9	6
Areas of Park 9 subject to leases and licences	11



Adelaide Park Lands with Park 9 identified

Purpose of this Community Land Management Plan

This Chapter of the Community Land Management Plan (CLMP) outlines how the City of Adelaide (CoA) will manage and develop the landscape, general recreational and sporting activities, events and facilities in Bunday's Paddock/Tidlangga (Park 9) for the enjoyment and wellbeing of residents, workers and visitors.

This document meets the statutory requirements of section 196 of the *Local Government Act 1999* and should be read in conjunction with Chapter 1 (General Provisions) of the Adelaide Park Lands CLMP.

The CLMP is consistent with the 2018 Adelaide Park Lands Management Strategy (APLMS) which sets a vision for the future management and enhancement of the Adelaide Park Lands.

The official name of the park is Bunday's Paddock/Tidlangga (Park 9), for the purpose of this document the park will be referred to as Park 9.

1. NATIONAL HERITAGE LISTING CONTEXT

In November 2008, the Adelaide Park Lands and City Layout was included on the National Heritage List under the Commonwealth *Environmental Protection and Biodiversity Conservation Act 1999* in recognition of its planning excellence and ongoing integrity. Protecting and promoting the values associated with the National Heritage listing is imperative.

Park 9 is an integral element of the Park Lands and City Layout.



Current Layout of Park 9

2. KAURNA STATEMENT OF CULTURAL SIGNIFICANCE

Prior to colonial settlement, the Adelaide Plains were occupied by Kaurna.

The Adelaide Park Lands have been given Kaurna names in consultation with the Kaurna community. The Kaurna name given to Park 9 is 'Tidlangga' which translates to tidla root place. The tidla was a bulbous root eaten by the Kaurna people.

The City of Adelaide is working closely with Kaurna Elders to update the current statement of cultural significance of the Adelaide Park Lands, including Park 9, to the Kaurna people.

3. HISTORICAL CONTEXT FOR PARK 9

Pre-settlement cultural landscape significance

The City of Adelaide is working closely with Kaurna Elders to undertake cultural mapping across the Adelaide Park Lands. The outcomes of this project will ensure that any sites of Kaurna cultural heritage significance in Park 9 are documented, recognised, promoted and understood.

Post-settlement cultural landscape significance

Park 9 arose out of the 1837 Colonel William Light Plan for the City of Adelaide and Park Lands and has been called Bunday's Paddock in honour of William Bunday who was Mayor of Adelaide from 1883 to 1886.

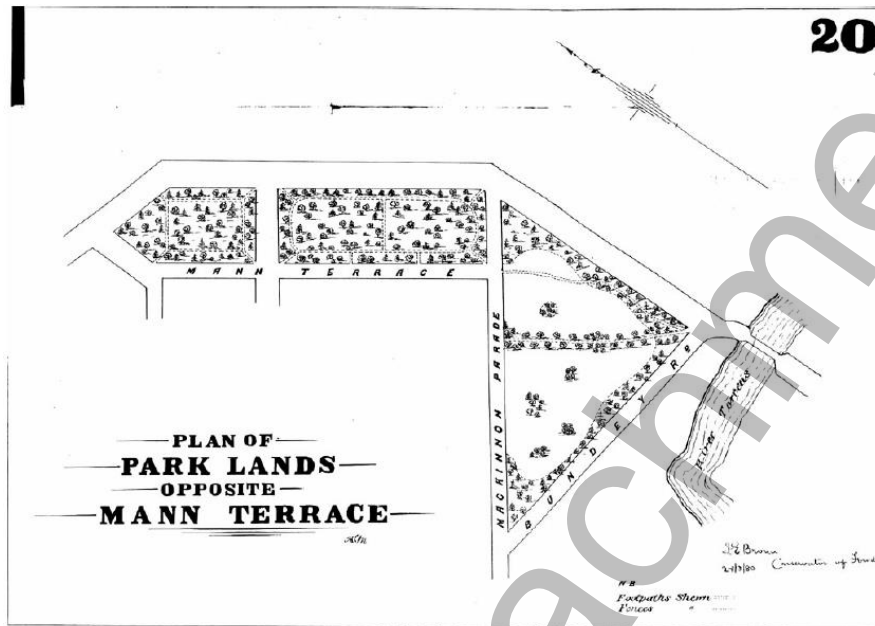
From the 1850s the Park was used for grazing and firewood collection before ground levelling works were undertaken 1914 to enable the development of sporting ovals and fields.



Aerial view of Park 9 from 1935

Draft Community Land Management Plan

The original extent of the Park was reduced slightly in the 1960s following the realignment of Mann Road. The Park retains evidence of cursory tree planting that aligns with the general spatial and species intent of the plans of John Ednie Brown, a forest conservator who prepared the *Report on a System of Planting the Adelaide Park Lands* in 1880 (illustrated below).



Plan 20 of the Park Lands by Brown depicting tree plantations in Parks 7, 8 & 9

The 'Adelaide Park Lands & Squares Cultural Landscape Assessment Study' was completed in 2007 to inform management planning for Community Land.

The assessment provides the following statement of significance for Park 9.

...Tidlangga Park 9 represents an integral segment of the overall Adelaide Park Lands that possesses associative cultural significance in reflecting the spatial and planting design intent and philosophies of John Ednie Brown and August Pelzer, albeit it has been compromised since the 1940s in terms of planting strategies and the development of recreational facilities.

Significant improvements have been made to Park 9 since the preparation of the landscape assessment in 2007 including the development of the playground, pocket orchard and the community sports court facilities. Despite the recent improvements, several cultural landscape features identified in the assessment remain in Park 9:

- **Aleppo Pine and River Red Gum grove** – grove of trees on the corner of Mackinnon Terrace and Bundeys Road of strong visual presence.
- **Tree plantation** – a group plantation of Sugar Gum, Moort, Melaleuca spp., Callistemon viminalis, and River She Oak in the northern section boundary of Mann Road.
- **Wrought iron gate posts** – two wrought iron gate posts on the Mackinnon Parade fenceline located opposite Dunn Street that carry the nomenclature 'Francis Morton's Patent No 1 Liverpool' on both post caps. A rare example of the wrought iron fencing acquired by the Council in the 1910s to fence Park Land blocks.



Wrought Iron Gate Posts on Mackinnon Parade

4. DRIVERS OF CHANGE

The development of the play space and associated landscaping in 2016 complemented the existing community court and petanque piste and formed an activity hub attracting a wide range of Park Land users. There is a need to improve public amenities in Park 9 to better support users of the park and address a lack of accessible amenities for people with a disability.



Park 9 Activity Hub

The existing buildings in this park are outdated and inadequate for the contemporary requirements of community sport.



Existing Buildings in Park 9

The intensification of development in neighbouring Walkerville Council is likely to see an increase in people visiting this precinct from the east.

5. PURPOSE FOR WHICH PARK 9 'IS HELD'

Park 9 is a contributory element of the Adelaide Park Lands and City Layout which were set aside as part of Colonel Light's vision to design a city encircled by public parklands for the health and recreation of the community.

The *Adelaide Park Lands Act 2005* develops the statutory principles for the Adelaide Park Lands:

- The land comprising the Adelaide Park Lands should, as far as is reasonably appropriate, correspond to the general intentions of Colonel William Light in establishing the first Plan of Adelaide in 1837.
- The Adelaide Park Lands should be held for the public benefit of the people of South Australia and should be generally available to them for their use and enjoyment (recognising that certain uses of the Park Lands may restrict or prevent access to particular parts of the Park Lands).
- The Adelaide Park Lands reflect and support a diverse range of environmental, cultural, recreational and social values and activities that should be protected and enhanced.
- The Adelaide Park Lands provide a defining feature to the City of Adelaide and contribute to the economic and social well-being of the City in a manner that should be recognised and enhanced.
- The contribution that the Adelaide Park Lands make to the natural heritage of the Adelaide Plains should be recognised, and consideration given to the extent to which initiatives involving the Park Lands can improve the biodiversity and sustainability of the Adelaide Plains.
- The State Government, State agencies and authorities, and the Adelaide City Council, should actively seek to co-operate and collaborate with each other in order to protect and enhance the Adelaide Park Lands.
- The interests of the South Australian community in ensuring the preservation of the Adelaide Park Lands are to be recognised, and activities that may affect the Park Lands should be consistent with maintaining or enhancing the environmental, cultural, recreational and social heritage status of the Park Lands for the benefit of the State.

6. OBJECTIVES FOR THE USE AND MANAGEMENT OF PARK 9

The following (in no particular order of priority) constitute the objectives for Park 9:

- Support the ongoing public use and enjoyment of the park.
- Retain Park 9 as an activity hub for formal and informal community recreation and sport activities.
- Allow for unrestricted community access to the sports field outside of designated game and training times.
- Recognise, promote and protect any sites of Kurna cultural heritage significance in the park as outcomes of the Kurna cultural mapping project are identified.
- Conserve, protect and enhance features of the cultural heritage landscape, particularly the wrought iron gate posts and the Aleppo Pine and River Red Gum grove of trees in the western corner.
- Maintain a variety of trees for shade that provide food and habitat for fauna and flower at different times of the year.
- Maintain good amenity and legible connections along the edges of the park to encourage visitation and improved access.
- Support the rationalisation of existing buildings replaced by a fit for purpose community sports facility with accessible public amenities.
- Permit leases and licences as shown in the Lease and Licence Map and manage the use of the sports buildings as a 'community sport' facility in accordance with the Adelaide Park Lands Leasing and Licensing Policy.
- Manage and improve the connectivity, amenity and useability of the Park Lands Trail.
- Ensure that CPTED principles are taken into consideration through sightlines and vegetation management.

7. POLICIES AND PROPOSALS FOR THE USE AND MANAGEMENT OF PARK 9

Park 9 Activity Hub

Park 9 will continue to be managed as a community activity hub to support community wellbeing and encourage exploration and participation in the various elements offered across the precinct including the adjacent community sporting facilities.

The activity hub includes community sports courts, children's play space, petanque piste, pathways, irrigated lawns, picnic facilities and the pocket orchard.

Sporting Clubrooms

Remove the existing changerooms and maintenance shed and replace with a single new contemporary fit for purpose local community sport clubroom facility. The facility should include accessible public amenities to support use of the park.

Draft Community Land Management Plan

Use of the building will be consistent with the operation of a community facility including limited sports administration duties, storage of equipment, sports related events and community development activities. The service of food and beverage is to be limited to during and for a short period immediately following an on-field sporting event or activity in Park 9.

Lessees will be required to seek landlord consent before applying for liquor licencing.

Sporting Oval

Retain the sporting oval for formal and informal recreation with unrestricted community access to the sports field outside of designated game and training times.

Tree Plantings and Landscaping

New trees and plantings should be selected for their amenity value, contribution to urban biodiversity and cultural and heritage significance. A diverse species selection is important to the establishment of an extensive and robust urban forest. Rationalise existing plantings through the removal of poorly performing specimens.

Shade requirements, CPTED, cultural and heritage significance and safety issues should also be considered when selecting tree species for new plantings.

Urban Address

Provide an increased level of amenity and attraction along the park edges through appropriate landscaping. The improved appearance and functionality will encourage and entice further exploration deeper into the Park and assist in reducing the heat island effect of adjacent roads and buildings.

Public Art

Provide opportunities for permanent and temporary public artworks across the park, as unique attractions that encourage exploration, quiet contemplation, reflection and creative engagement.

Cultural Heritage and Interpretation

Conserve and where appropriate enhance cultural heritage features of the Park including the Aleppo Pine and River Red Gum grove, the Mann Road tree plantation and the wrought iron gate posts on Mackinnon Parade.

Interpret Kaurua and non-Kaurua cultural heritage of the Park Lands through signage and other means.

Park Lands Trail

Improve connectivity between the Park Lands Trail and facilities within the park to support walking and cycling for recreation and active travel.

Provide supporting facilities along the Park Lands Trail, which may include drinking fountains, seating, shade, signage, landscaping and lighting.

Event Management

The Adelaide Park Lands Event Management Plan 2016-2020 classifies Park 9 as a 'Potential Event Site'. These sites have less purpose-built infrastructure and could be suitable for medium and small events.

Events in this Park will most likely be sporting events and organisers will need to negotiate with the lessees to work around regular sport activities and ensure surrounding residents are notified of events which may impact on them.

Lighting

Maintain lighting of the sports field for community sport. Consider lighting of the section of Park Lands Trail.

Car Parking

No car parking will be provided on Park 9. Consider landscape treatments to deter unauthorised vehicles entering the park, particularly at the Park Lands Trail entrance in the north east corner and where buildings are located.

Car parking on surrounding streets should be managed to ensure availability for park users. Provision should be made on street for the loading and unloading of supplies and equipment close to the sports facilities.

Dog Management

Dogs and their owners are welcome in Park 9. Dogs must be cleaned-up after at all times.

Dogs may be exercised off-leash in this Park. A person must ensure that a dog being exercised off-leash remains under their control by remaining in close proximity to the person and the person is able to see the dog at all times.

To create a safe and comfortable environment for all visitors to the Park, dogs must be on-leash at certain times:

- At all times within playgrounds and within five metres of any play equipment;
- At all times when organised sport is being played; and
- At all times on paths designated for cycling and walking (shared paths)

Dog on-leash means:

- The person is controlling the dog by means of a chain, cord or leash that does not exceed 2 metres in length; or
- The person is controlling the dog by tethering it to a fixed object by means of a chain, cord or leash that does not exceed 2 metres in length.

Golf

The playing or practicing the game of golf is not permitted within Park 9.

Unmanned Aerial Vehicles

The flying of unmanned aerial vehicles (including model aircraft, radio-controlled planes and drones) is not permitted within Park 9.

8. PERFORMANCE TARGETS AND MEASURES – AGAINST OBJECTIVES

Performance Targets

The following are the performance targets taken from the management objectives which the City of Adelaide intends to measure:

The preservation of the National Heritage Listing Values for the Adelaide Park Lands and City Layout (with Park 9 as a contributory element).

The provision and maintenance of fit for purpose community recreation and sport facilities and associated landscapes.

Preservation and enhancement of pre and post-settlement cultural significance.

Measurement

These performance targets are subject to funding allocations through the City of Adelaide's annual Integrated Business Plan process.

These performance targets will be reviewed annually through structured reports to the:

- Adelaide Park Lands Authority's Annual Community Forum – which includes an opportunity for feedback on all Park Lands matters from the Authority's Board Members and members of the public
- City of Adelaide's internal cross-divisional Park Lands Coordination Group.

9. PUBLIC USE AND MOVEMENT THROUGH PARK 9

Public use and movement through Park 9 will be maintained. However, access to the playing field may be temporarily restricted during sporting or other events.

10. POLICIES FOR THE GRANTING OF LEASES OR LICENCES

Leases and Licences may be granted only where they support outdoor recreational activity and are in accordance with the *Adelaide Park Lands Leasing and Licensing Policy* and the *Adelaide Park Lands Events Policy*.

Event holders may be granted temporary leases and/or licences.

The areas of Park 9 subject to ongoing leases and licenses are shown on the following aerial photo.



Areas of Park 9 subject to leases and licences

11. CIRCUMSTANCES NOT PROVIDED FOR

This CLMP recognises that not all proposals for the management and enhancement of Park 9 can be foreseen. Any significant change not provided for here should be considered within the broader planning framework provided by the *Adelaide Park Lands Management Strategy* and considered as an amendment to this CLMP.



PRINCE ALFRED COLLEGE

PARK 9 MANAGEMENT PLAN

Prepared by:	Director of Corporate Services
Approved by:	The Executive Team
Approval Date:	This policy was ratified by the Executive Team on <(insert date)>
Revision Date	

Background

The new sports building (facility) in Bunday's Paddock / Tidlangga (Park 9), is leased from the City of Adelaide (CoA) and has been redeveloped for the purpose of upgrading the facilities for Prince Alfred College (PAC) students and general community use.

The Management Plan sets out;

- guidelines for safe/ appropriate use of the facilities; and
- a Code of Conduct for external hirers of the facility.

Venue Hire (Grounds and Clubrooms)

All facility (grounds/ clubrooms) hire is arranged through the Manager, Events and Venues, PAC (facilities@pac.edu.au or (08) 8334 1812).

The school and associated sporting groups will mostly have priority in booking the facilities at the commencement of the year/ season, which would be entered into the PAC Venue Calendar. Any additional venue bookings would be made according to remaining availability and appropriateness of use as described in the head leased agreement between CoA and PAC (focused on sporting and community use).

A venue hire charge will be payable by commercial, community and not for profit hirers approved to use the facilities (clubrooms / grounds) – subject to Council's consent.

No hire charge will be incurred by charity, community or special events that have been arranged with PAC or directly with CoA.

At the time of hire, PAC will be required to seek the advice of Council to determine if the event requires any additional services as part of their hire/event (i.e. marquees, bouncy castles, additional toilets, waste management (additional bins), scaffolding, liquor license, road closures etc). At this stage, the event booking may be required to be managed by Council's events team – this will be determined on case by case scenario.

If the event is likely to attract more than 150 guests, PAC will liaise with Council and the hirer will be required to inform the adjacent residents.

Venue Usage

The venue is to be used as set out in the Permitted Use schedule of the lease agreement between City of Adelaide and Prince Alfred College. The facility will not be used for private or family functions.

Prior to the event, all hirers will be required to:

- Complete and submit a risk management plan.
- Undertake an orientation of the premises and provide a signed contract and complete any additional approval as required by Council or a Statutory Authority;
- Sign and return the terms and conditions of hire; and
- Provide a copy of their public liability (minimum \$20 million) for the duration of their hire terms.

Code of Conduct

As part of any use associated with this facility, PAC will:

- ensure that everyone is aware of the code of conduct;
- Advise residents of large sporting events/activities (no less than 14 days prior to the event);
- Provide hirers of the facility a copy of the head lease and obligations contained within; and
- Maintain the facility in accordance with the lease.

All users of the facility will:

- Ensure use of the facility is in accordance with the head lease agreement;
- Have regard for local residents and other users of the area and will;
 - Respect the hours and terms of use provided;
 - Leave the site quietly;
 - Respect users of adjacent playground area;
 - Use appropriate bins for rubbish;
 - Respect for property within the Park Lands and surrounding areas; and
 - Reject antisocial behaviours from guests.
- Ensure the protection of turf and vegetation;
- Not park vehicles or drive on Park Lands;
- Only use designated on street parking areas;
- Obey all by-laws, policies and directions as instructed by the City of Adelaide;
- Leaving the facilities clean and tidy; and
- Removing all rubbish from the facilities and open spaces and leaving as found.

Liquor Licensing

PAC and hirers must not serve, sell or provide to persons or consume or allow persons to consume alcohol on or from the Premises without first obtaining the consent of Council (in its capacity as lessor under the Lease) and gaining all required consents from any Statutory Authorities.

Subject to gaining all relevant approvals, PAC and hires will comply with liquor licencing conditions and regulations relating to hire/ use, including not taking alcohol, bottles, cans or any glass out of the building.

No Smoking

Smoking is not permitted within the building or under the veranda of the facility.

King Rodney Park/Ityamai-itpina Maintenance/Storage Building

ITEM 8.2 06/08/2020
Adelaide Park Lands Authority

Program Contact:
Christie Anthoney, AD Community
& Culture 8203 7444

Approving Officer:
Clare Mockler, Deputy CEO &
Director Culture

2020/00910
Public

EXECUTIVE SUMMARY

The purpose of this report is to seek the Board's support for the replacement of an existing sports field maintenance and storage building in King Rodney Park/Ityamai-itpina (Park 15).

The existing building sits within a grass mound with only the front façade and roof externally visible. The proposed replacement building will not alter the existing design other than to increase the footprint within the mound by 9sqm to accommodate larger maintenance equipment.

In conjunction with some amendments recommended to improve the final design outcome, the building concept satisfies the Park Lands Building Design Guidelines.

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Supports the replacement of an existing maintenance and storage building in King Rodney Park/Ityamai-itpina (Park 15) as per the concept shown in Attachment A to Item 8.2 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 6 August 2020, subject to the:
 - 1.1. Floor level of the new building being raised to protect it against flooding.
 - 1.2. Use of new charcoal coloured balustrading and handrailing.
 - 1.3. Use of hardwood timber bollards consistent with Council's Park Lands furniture suite.
 - 1.4. Lessee receiving Development Approval.

IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	The Strategy supports retention of the irrigated ovals in the eastern section of the park for school sport and community use outside school times. The Strategy does recommend consolidating existing sports clubrooms into a centralised multi-use facility within a large hub servicing the youth hub to the south and the adjacent resident and worker communities in Kent Town and Norwood to the east. The maintenance building discussed in this report is separate from the change rooms and replacement of this facility in its existing location is recommended due to the limited visual impact it creates.
Policy	The leasing of the maintenance/storage building and licensing of the adjacent sports fields is consistent with the relevant chapter of the Community Land Management Plan. In 2019, Christian Brothers College (CBC) was successfully chosen as the lessee through an Expression of Interest process which was undertaken in accordance with the Adelaide Park Lands Leasing and Licensing Policy.
Consultation	No consultation is proposed.
Resource	CBC, as the lessee, will manage the project including obtaining relevant approvals and permits.
Risk / Legal / Legislative	Replacement of the maintenance/storage building will require Development Approval. There are structural concerns in relation to the roof of the building. Replacement works will ensure the accessible rooftop is structurally sound.
Opportunities	Whilst the majority of the building is not visible, the replacement of it does enable the front façade to be visually improved.
20/21 Council Budget Allocation	There are no Council funds allocated to this project.
Proposed Council 21/22 Budget Allocation	Not as a result of this report.
Life of Project, Service, Initiative or (Expectancy of) Asset	A minimum of five years.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report.
Ongoing Costs (eg maintenance cost)	In accordance with their lease agreement, CBC will be responsible for all ongoing maintenance costs related to this project.
Other Funding Sources	The entire project will be funded by CBC.

DISCUSSION

1. In 2019, the Christian Brothers College (CBC) was successful through an Expression of Interest (EOI) process for the leasing and licensing of Zone 2 in King Rodney Park/Ityamai-itpina (Park 15) as shown in the map below. This zone includes two buildings; a sports change room building and a sports field maintenance/storage building.



2. We are currently negotiating a new five year lease with CBC for the facilities in Zone 2.
3. Through the EOI process, CBC identified opportunities to enhance their facilities, including the sports field maintenance/storage building which supports the use of two sports fields in Park 15.
4. The existing building is 107sqm and was constructed in 1962. Built into a grass mound, only the front façade and rooftop are visible externally. The rooftop is accessible and has previously provided a space for watching sport.



5. The building is used to store materials, maintenance equipment and sports equipment to support the programming of the two ovals in Park 15. The ovals are used for a range of activities including physical education, school sports and old scholars' football and cricket.
6. Condition audits indicate that modifications made to the building over time have compromised the structural integrity of the building and resulted in regular flooding. Access to the rooftop is currently restricted for safety reasons.
7. CBC propose to replace the building in situ with a minor footprint increase of 9sqm to facilitate larger maintenance equipment. The increased footprint will occur at the rear of the building and will be contained within the mound.
8. Whilst largely out of sight, replacing the building does present an opportunity to improve the visual appearance of the front façade and rooftop balustrading. It will also enable the community to once again access the rooftop.

Building Concept

9. The proposed building concept is shown at **Attachment A**. The cost of the project is estimated at \$400,000.
10. We have reviewed the building concept against the Park Lands Building Design Guidelines. The following points are a summary of our review:
 - 10.1. Successful buildings in the Park Lands allow the Park Lands to remain the visually dominant feature. Due to this building concept not altering the existing design, only the front façade, concrete slab roof and balustrade will be visible.
 - 10.2. The small increase in footprint of 9sqm (116sqm of footprint in total) is at the rear of the building (further into the hillside) and will not be visible externally.
 - 10.3. The concept design of the proposed new structure's floor level is at grade with the oval to allow maintenance vehicles to be driven into and out of the space. The lessee will need to rely on the drainage of the oval to ensure that this structure is not prone to flooding. It's recommended that the floor level is raised to protect against flooding.
 - 10.4. The proposal intends to reuse the existing balustrade and stairs handrail. It's recommended that a new balustrade and handrail in a charcoal colour be used to ensure a higher level of presentation to this facility.
 - 10.5. New bollards are proposed, and it's recommended that these are hardwood timber bollards consistent with Council's Park Lands furniture suite.
 - 10.6. The new doors and façade will greatly improve the visual amenity, and the proposed Colorbond 'Wallaby' wall and door finishes are appropriate in this Park Lands location and will assist the structure to visually recess into the hillside.
11. Furthermore, the building concept is considered to be consistent with the Adelaide Park Lands Management Strategy for sports buildings, in particular it:
 - 11.1. Supports activation of the Park Lands by upgrading and enhancing buildings and structures responsive to their park setting.
 - 11.2. Minimises footprint while ensuring it's fit for purpose.
 - 11.3. Manages building height and form to minimise its impact on the landscape.
12. There are no proposed landscape works or impacts on existing trees.

Next Steps

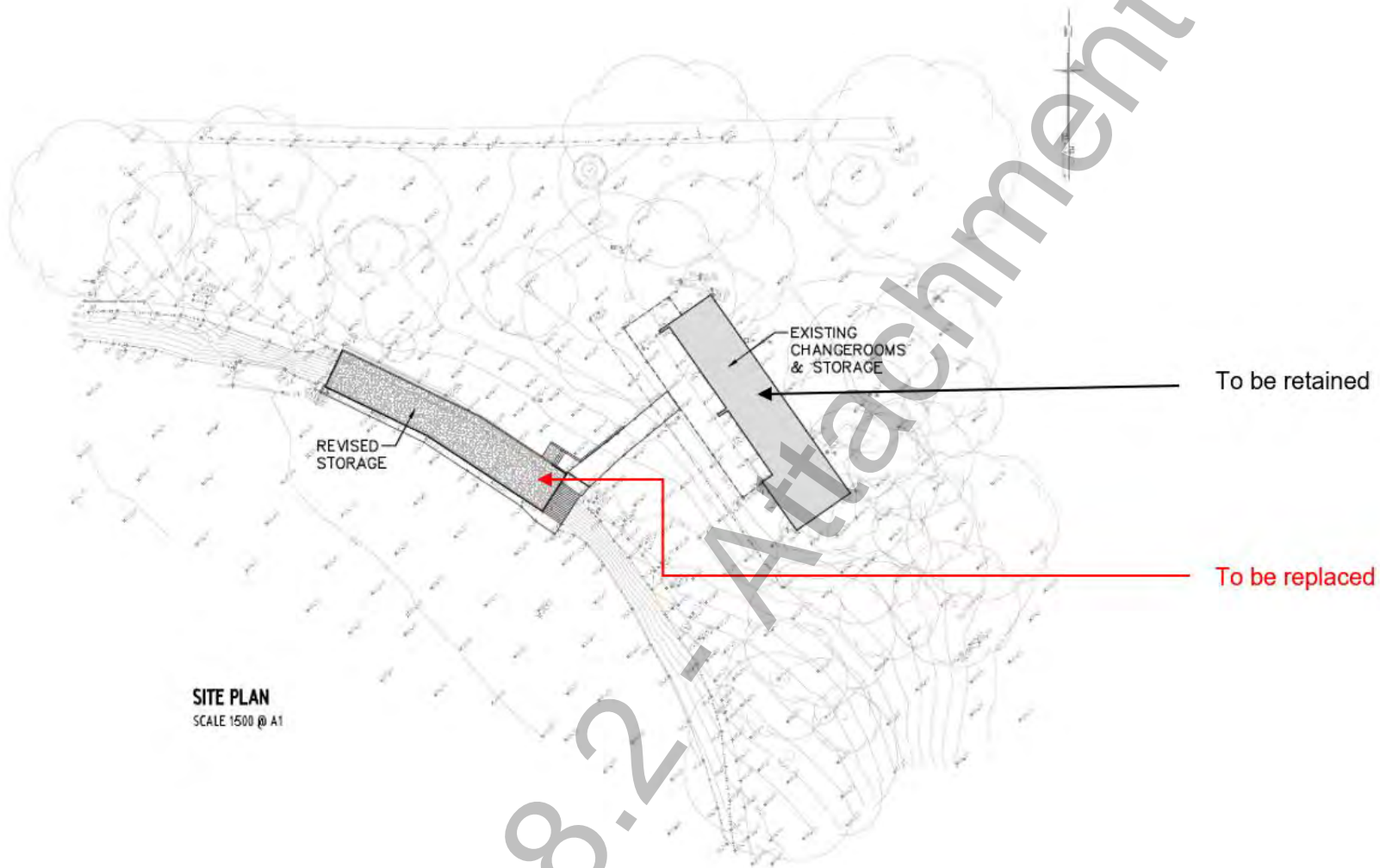
13. Subject to approval of Council and receipt of Development Approval, CBC is aiming to start works in October 2020 and complete the project by January 2021.
14. We will finalise the new five year lease agreement with CBC prior to any works commencing or contracts for works being entered into. As the term is for five years and is consistent with the Community Land Management Plan, there is no requirement to conduct public consultation on the lease agreement.

ATTACHMENTS

Attachment A – Concept for CBC Maintenance/Storage Building in King Rodney Park/Ityamai-itpina (Park 15)

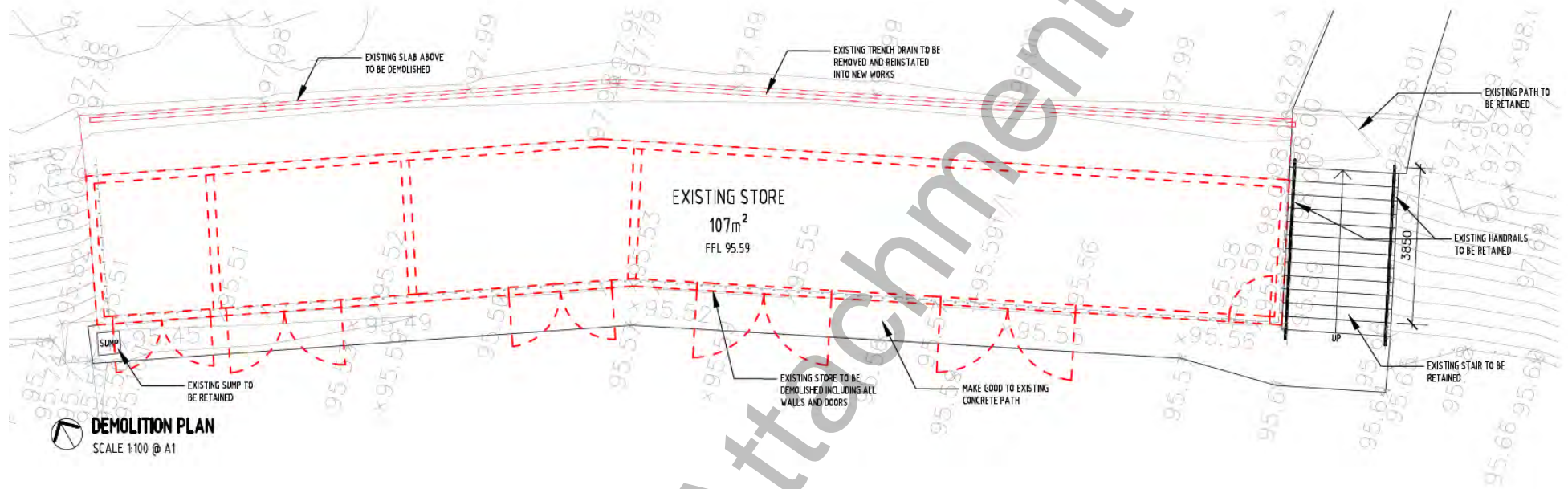
Concept for CBC Maintenance/Storage Building in King Rodney Park/Ityamai-itpina (Park 15)



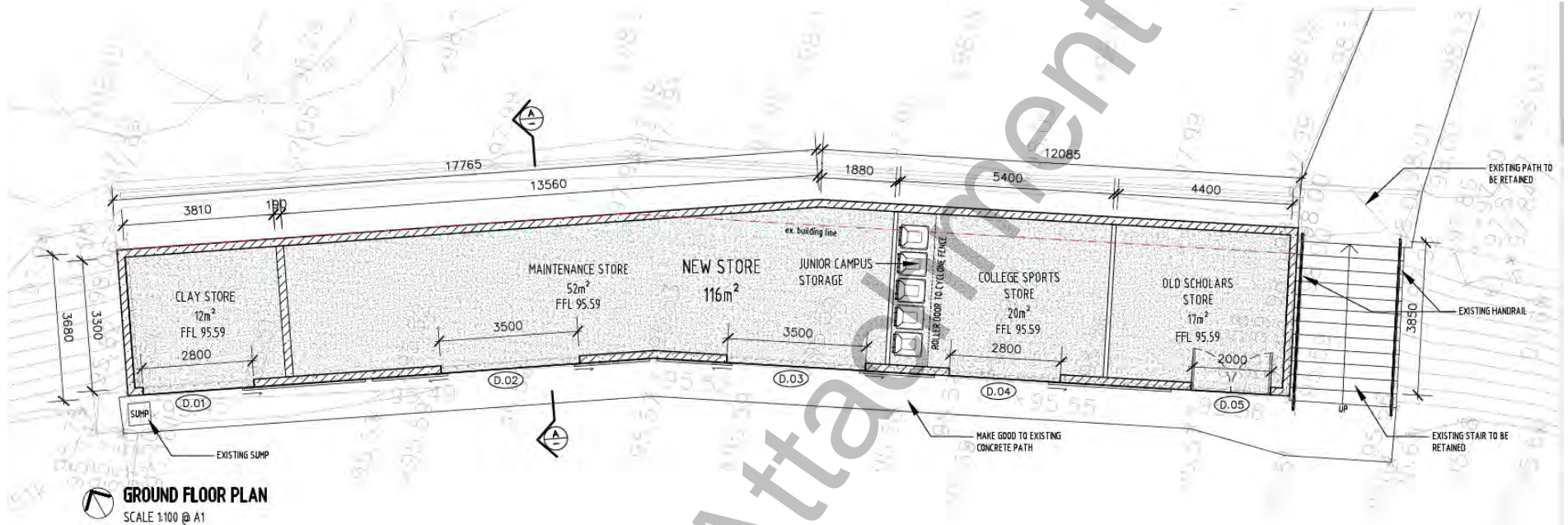


SITE PLAN
SCALE 1500 @ A1

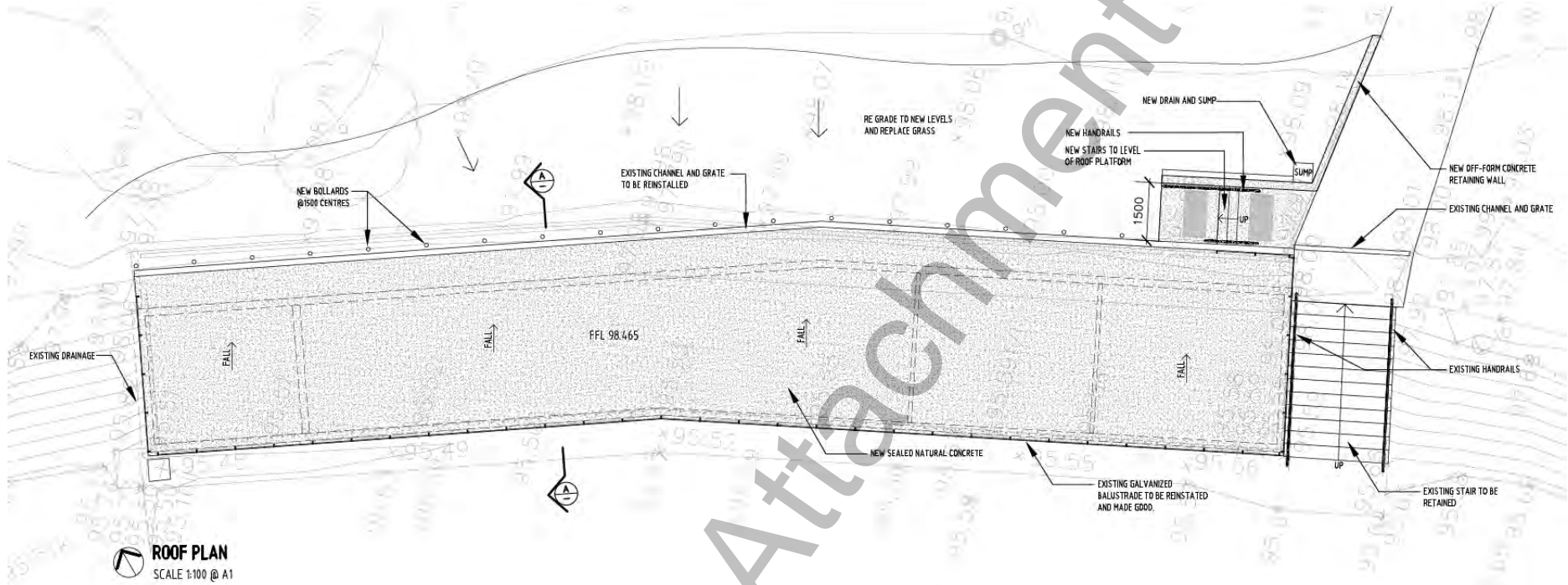
SITE PLAN



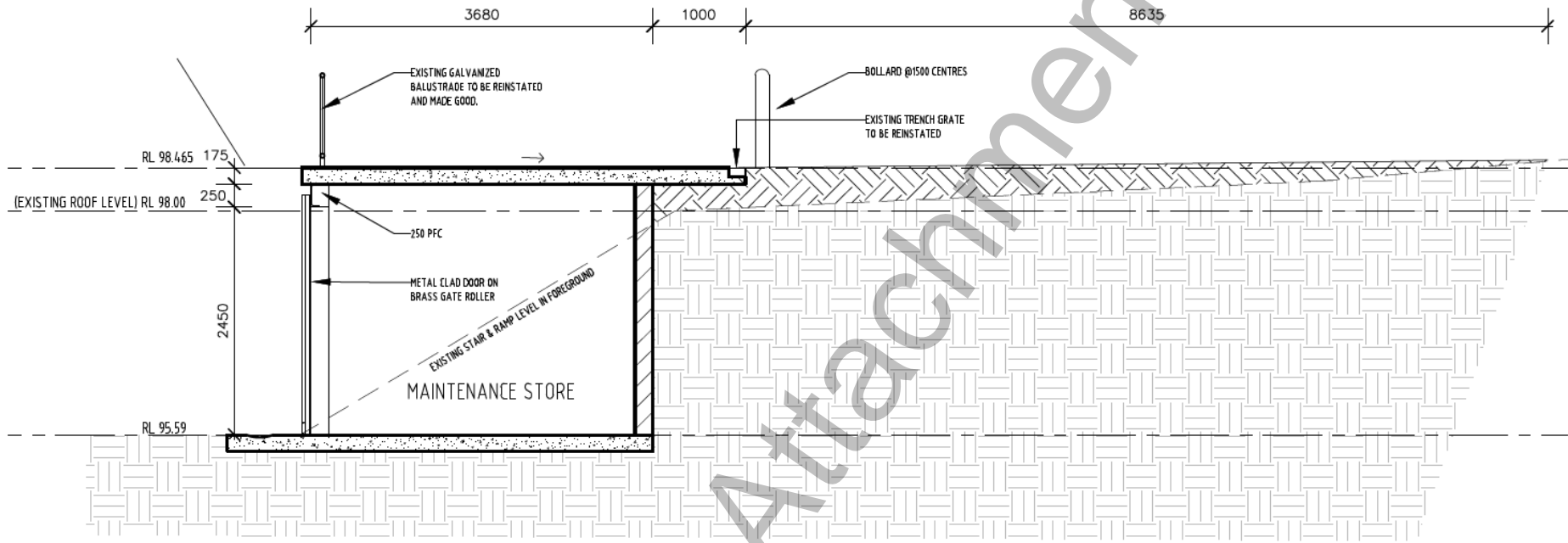
DEMOLITION PLAN - EXISTING



GROUND FLOOR PLAN - NEW



ROOF PLAN - NEW



SECTION A
SCALE 1:50 @ A1

SECTION A – NEW



ELEVATION
SCALE 1:100 @ A1

ELEVATION - NEW



**COLORBOND WALLABY
METAL CLAD SLIDING DOORS**



**MATCHING WALLABY PAINTED
BLOCKWORK AND DOORS**

MATERIALS PALETTE – NEW



OVAL PERSPECTIVE – NEW



BARTELS ROAD PERSPECTIVE – NEW

Superloop Adelaide 500 2021 Event Declarations Consultation

ITEM 8.3 06/08/2020
Adelaide Park Lands Authority

Program Contact:
Christie Anthoney, AD
Community & Culture 8203 7444

2020/00806
Public

Approving Officer:
Clare Mockler, Deputy CEO &
Director Culture

EXECUTIVE SUMMARY

Each year pursuant to powers provided under the *South Australian Motor Sports Act, 1984, Section 2(1)*, the Minister for Tourism may declare a specified Declared Area and Declared Period for the purposes of carrying out the Superloop Adelaide 500 event and a specified Prescribed Works Period, during which time Events South Australia, a part of the South Australian Tourism Commission (SATC), may have access to the land within the Declared Area for the purpose of carrying out the works for the event.

Before the Minister for Tourism can declare the area, period and Prescribed Works Period, they must first consult with the City of Adelaide and the Adelaide Park Lands Authority (APLA). This report details the proposed dates and areas for the purpose of consultation and the operational requirements that we will work with SATC to deliver during the Declared Period.

In 2017, the South Australian Government made a commitment to reduce the duration of the build and dismantle of the site. Since the 2017 event, the Prescribed Works Period has reduced by 30 days and the Declared Area has been reduced annually, notably within Rymill Park / Murlawirrapurka (Park 14).

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Supports the Declaration of the Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the Superloop Adelaide 500 2021 event.

IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	The Adelaide Park Lands Management Strategy supports promoting the Park Lands as a visitor and tourist destination.
Policy	The Community Land Management Plan (CLMP) for Victoria Park / Pakapakanthi (Park 16) recognises the Superloop Adelaide 500 event and the powers provided to SATC under the <i>South Australian Motor Sports Act, 1984</i> .
Consultation	There is a legislative obligation for the Minister for Tourism, through the SATC to consult with APLA and Council regarding the Declared Area, Declared Period and Prescribed Works Period for the Superloop Adelaide 500 event.
Resource	This activity will be facilitated within existing resources.
Risk / Legal / Legislative	Pursuant to powers provided under the <i>South Australian Motor Sports Act, 1984, Section 2(1)</i> , the Minister for Tourism may declare a Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the Superloop Adelaide 500 event each year.
Opportunities	We will continue to identify opportunities to enable greater public access to the Park Lands and support SATC in its objective to reduce the Prescribed Works Period.
20/21 Council Budget Allocation	Not as a result of this report.
Proposed Council 21/22 Budget Allocation	Not as a result of this report.
Life of Project, Service, Initiative or (Expectancy of) Asset	The Declarations referred to in this report are in reference to the Superloop Adelaide 500 2021 event only, with the end of the Declared Period proposed to be April 2021.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report.
Ongoing Costs (eg maintenance cost)	Not as a result of this report.
Other Funding Sources	Not as a result of this report.

DISCUSSION

Background

1. The Superloop Adelaide 500 is the opening round of the Virgin Australia Supercars Championships that is held around Australia.
2. The Superloop Adelaide 500 event is staged by Events South Australia, part of the South Australian Tourism Commission (SATC) each year pursuant to powers provided under the *South Australian Motor Sports Act, 1984*. Pursuant to Section 2(1) of the Act, the Minister for Tourism may declare:
 - 2.1. A specified area (consisting of public road or Park Land or both) in Adelaide, to be a Declared Area under the Act for the purposes of the event; and
 - 2.2. A specified period (not exceeding five days) to be a Declared Period under this Act for the purposes of the event; and
 - 2.3. A specified period or periods (Prescribed Works Period) under the Act during which SATC may have access to land within a Declared Area for the purposes of carrying out works in the manner contemplated by Section 22 (1a) (and different periods may be specified in respect of different categories of work).
3. Pursuant to Section 20(4) of the Act, the Minister must not make any declaration under this Section unless or until the Minister has consulted with:
 - 3.1. the Minister administering the Adelaide Park Lands Act 2005; and
 - 3.2. any relevant Council; and
 - 3.3. the Adelaide Park Lands Authority.
4. Due to the current COVID-19 pandemic and corresponding public gathering and event restrictions the Supercars 2020 calendar has been disrupted which may have an impact on the 2021 race calendar. The dates and area proposed for consultation is current at the time of this report, however, is subject to change.
5. The proposed Declared Area (Link 1 view [here](#)) includes Victoria Park / Pakapakanthi (Park 16), King Rodney Park / Ityamai-itpina (Park 15), Rymill Park / Murlawirrapurka (Park 14) and public roads including Wakefield Road, East Terrace, Bartels Road, Hutt Street, Nil Street, Flinders Street, Dequetteville Terrace and Fullarton Road.
6. The Declared Period covers the event days as well as the day immediately prior to the event. The proposed dates for the 2021 Superloop Adelaide 500 event are 25-28 February 2021, therefore the proposed Declared Period is 24-28 February 2021.
7. The Prescribed Works Period is proposed to commence on Monday 7 December 2020 and conclude on Monday 26 April 2021. This allows for disruptions caused by possible inclement weather, however SATC are committed to reducing their occupation of the Park Lands after the event where possible.

Declared Area

8. The proposed Declared Area is shown in Link 1 (view [here](#)).
9. The proposed Declared Area for the Superloop Adelaide 500 2021 event, as provided by SATC, has reduced from the 2020 event. The southern area has been considerably reduced to allow for the proposed Brown Hill and Keswick Creek Stormwater project, as highlighted in blue on the Declared Area map (Link 1 view [here](#)). The northern boundary, highlighted in green, is to be confirmed in consultation with the Gluttony event organisers once their layout is finalised, as this portion may be reduced if the Gluttony layout requires.
10. The size and scale of the Declared Area is required to enable the safe and successful delivery of the Superloop Adelaide 500 event.
11. Public access to the Declared Area, in particular the main pathways, will be provided for as long as possible during the Prescribed Works Period, with restrictions to specific areas being managed in a staged approach.
12. This staged approach enables the parks to remain open and accessible by the public for a majority of the Prescribed Works Period.

Prescribed Works Period

13. The Prescribed Works Period is proposed to commence on Monday 7 December 2020 and conclude on Monday 26 April 2021.
14. The Prescribed Works Period allows for disruptions caused by possible inclement weather, however SATC have usually vacated the park before the end of the Period.

15. SATC are committed to reducing their occupation of the Park Lands and since the 2017 event the Prescribed Works Period has reduced by 30 days.
16. If the Prescribed Works Period was to be reduced, this may potentially result in the whole Declared Area being fenced as a work site in order to meet safe working standards for both the public and workers on the site, further restricting access to park users.

Criterion Track and Cycling Events

17. SafeWork SA undertook a review of site safety as part of the 2011 event and as result of that review, worksites within the Declared Area are now fenced during intensive activity to ensure public safety and compliance with Work Health Safety requirements.
18. In 2012 a new section of Criterion Track was completed which again enabled cycling events to occur during the majority of the Superloop Adelaide 500 Prescribed Works Period.
19. SATC agrees to accommodate Criterion Track race bookings three weeks prior to the event and four weeks following the event.
20. SATC continue to provide timely advice to City of Adelaide Administration and the cycling associations as to the periods when cycling can be programmed on the Criterion Track during the Prescribed Works Period.

Path Access Restrictions

21. SATC have continued to work on making improvements to pedestrian and cyclist access in the Declared Area during the Prescribed Works Period. The staged build methodology that was implemented in 2014 has also assisted in keeping pedestrian and cyclist access open for longer periods, with the erection of fencing, and particularly the closing of sections, left as late as possible to maintain public access to the Park Lands.
22. The two east-west footpaths through the centre of Victoria Park / Pakapakanthi (Park 16) between Fullarton Road and Halifax Street will remain open for as long as possible during the Prescribed Works Period. The southern east-west path will be open at all times, except for the five Declared Period days and for short periods during high-risk construction works undertaken adjacent to the track. This will be subject to discussions with Safework SA, and City of Adelaide Administration will be kept informed.
23. SATC develop an event signage plan that informs users of the Park Lands of access changes, path closures times and dates as well as alternative access routes.

Remediation

24. Assessment and remediation (at the cost of the SATC) of the area impacted by the Superloop Adelaide 500 event occurs in a staged approach as infrastructure is removed.

Other Major Events

25. Polo in the City 2020 and Motorcycle Riders Association of South Australia (MRASA) Toy Run 2020 will be held inside the Declared Area during the Prescribed Works Period.
26. Costs associated with remediation of any areas of the Park Lands that is required as a result of Polo in the City and the MRASA Toy Run will be borne by those event organisers.

Brown Hill and Keswick Creek Stormwater Project

27. The Brown Hill and Keswick Creek Stormwater Board are proposing to commence works on the Brown Hill and Keswick Creek Stormwater Project in Victoria Park / Pakapakanthi (Park 16) and Blue Gum Park / Kurangga (Park 20) in November 2020.
28. The extent of this project is located at the southern end of the Declared Area.
29. The project team have been consulting with SATC regarding the project works and agreements will be put in place regarding designated stockpile areas and contractor access.
30. The Chequered Copper Butterfly protection area will now fall within the Brown Hill and Keswick Creek Stormwater project area and no longer within the Declared Area of the event.
31. Due to this protection area no longer sitting within the works area of the Superloop Adelaide 500 event, it will be the responsibility of the Brown Hill and Keswick Creek Stormwater Project to appropriately protect these areas.

Economic Impact Study

32. Following the 2019 event, SATC engaged Economic Research Consultants to prepare an independent economic impact study.

33. The study showed the following:
- 33.1. Total Expenditure in South Australia associated with the event was \$104.9 million.
 - 33.2. The event delivered an economic benefit of \$45.9 million into the South Australian economy.
 - 33.3. The event created 435 new full-time equivalent jobs.
 - 33.4. 15,200 interstate visitors travelled to South Australia for the event, creating 90,001 of hotel bed nights.
 - 33.5. To support these numbers and the importance of the event, the Australian Hotels Association SA has identified the Superloop Adelaide 500 as the most important event for its Members.
34. A full Economic Impact Study commissioned by the SATC contains confidential information of a commercial nature, however Superloop Adelaide 500 General Manager Alistair Macdonald and / or Executive Director Events SA SATC, Hitaf Rasheed have indicated they would be happy to make themselves available to brief APLA in confidence.
-

ATTACHMENTS

Nil

- END OF REPORT -

Peace Park / Town Clerks Walk / Redgum Park / Karrawirra (Park 12) Improvement Project

ITEM 8.4 06/08/2020
Adelaide Park Lands Authority

Program Contact:
Matthew Morrissey, AD
Infrastructure 8203 7462

2018/02020
Public

Approving Officer:
Klinton Devenish, Director Place

EXECUTIVE SUMMARY

As part of the 2019/20 Integrated Business Plan, Council adopted the Peace Park/Town Clerk's Walk project.

Over the last few years the area has deteriorated due to poor soil conditions and an ageing inefficient irrigation system. This has resulted in the loss of several large trees due to tree health, age or Giant Pine Scale.

The project will improve the amenity of the park, which contains many memorials and artworks. It is an important and well used thoroughfare as well as a refuge for patients and visitors to the Memorial and Women's and Children's Hospital. This will be achieved through the renewal of the existing irrigation system, planting of 70 mature trees to re-establish the avenue of trees that existed through the site and the removal of 18 problem trees, which will result in a net increase of 52 trees.

The works will include the removal of 18 *Lagunaria patersonia* (commonly known as Norfolk Island Hibiscus, Pyramid Tree or Itchy Pod tree), which are allergenic and can cause comfort issues in an area which is utilised for healing and reflection.

The support of the Adelaide Park Lands Authority (the Authority) is sought for the proposed works and removal and replacement of 18 trees.

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Notes the irrigation renewal, turf remediation and tree succession plan as shown in Attachment A and Attachment B to Item 8.4 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 6 August 2020.
2. Supports the removal of 18 *Lagunaria patersonia* (commonly known as Norfolk Island Hibiscus, Pyramid Tree or Itchy Pod tree) located in Red Gum Park / Karrawirra (Park 12) Peace Park.
3. Notes that 70 new trees will be installed as part of the project, a net increase of 52 tree assets across the site.

IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	<p>STRATEGY 3.3</p> <p>Establish a range of natural, ornamental and cultural landscapes celebrating the diversity of the Park Lands.</p> <p>Community feedback has demonstrated a strong desire to engage with a diversity of experiences within the Park Lands, requiring a design approach that stimulates interest and attracts participation by a range of community groups.</p> <p>ACTIONS</p> <p>1. Strengthen the local character of landscapes across the Park Lands through consistent plantings, design of formal landscape features</p>
Policy	The removal of allergenic trees and nett increase of 52 tree plantings align with City of Adelaide Strategic Plan Green objective 2.2 to increase the green space and greenery in the built-up areas of the City.
Consultation	The advice and support of APLA is sought for this proposal. <i>Lagunaria patersonia</i> are excluded from the definition of Development under the Development Regulations 2008, so are exempt from requiring Development Approval for their removal, regardless of size.
Resource	Tree removal and new tree installation costs are included within current project budget.
Risk / Legal / Legislative	Not as a result of this report
Opportunities	The tree removal tendered as part of the project will be cost-effective and facilitate the delivery of the current project to renew the irrigation system, remediate the turf and install 70 new trees in Peace Park, for a nett increase in tree assets of 52.
20/21 Council Budget Allocation	Not as a result of this report.
Proposed Council 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Replacement tree planting will have a minimum useful life expectancy of 80 years.
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Costs are included within Project budget.
Other Funding Sources	Not as a result of this report

DISCUSSION

1. Town Clerks Walk was given its title as it is the main path that runs from War Memorial Drive to Frome Road.
2. Peace Park has historical significance and was created and dedicated as a Peace Memorial to provide an alternate venue for the many organisations wishing to stage peace marches through the city to various monuments in the Park Lands where speeches were given to those in attendance.
3. The gardens have several memorial trees and artworks and is utilised as a refuge for the patients at the adjacent hospitals.
4. This project enables essential succession planting in the park as well as taking the opportunity to infill the many spaces/gaps available along the internal path in the park, created due to tree removals over many years due to natural attrition, damage and infestation.
5. Replacement of an aged and underperforming irrigation system which will create uniform water supply for the park.
6. Turf areas will be stripped, re-levelled & top dressed with instant turf to reset the levels and supply a flatter weed free turfed surface.
7. The 18 trees proposed for removal are *Lagunaria patersonia* (commonly known as Norfolk Island Hibiscus, Pyramid Tree or Itchy Pod tree). We propose to remove a number of *Lagunaria* as the species is one that can create severe reactions due to its seed pod containing elements that aggravate skin (hence the Itchy pod label used as a common name for this tree type). The species is one which has not been replaced with same type at many locations in the city over the last decade due to the effects to the public & our own staff when trying to work around or with the trees themselves.
8. With 70 new 40 litre mature trees which are between 1.2 and 1.5m tall are planned to be planted which include 43 *Brachychiton populneus* (Kurrajong), 16 *Fraxinus angustifolia* "Raywood" (Claret Ash), 6 *Quercus palustris* (Pin Oak) & 6 *Quercus rubra* (Red Oak) there will be a considerable & notable improvement in the tree canopy cover, tree volume & general park amenity.
9. At completion of the project there will be a net increase in tree assets of 52.
10. Council approval is required for the removal of more than 10 trees in any one project:
'The removal of any significant tree, palm or group of more than 10 trees in the Park Lands or Squares or on Streets, by the administration or any other contractor appointed by the administration, be brought before Council for approval.'
11. *Lagunaria patersonia* are excluded from the definition of Development under the Development Regulations 2008, so are exempt from requiring Development Approval for their removal, regardless of size.
12. The support of the Adelaide Park Lands Authority (the Authority) is sought for the removal and replacement of 18 trees.

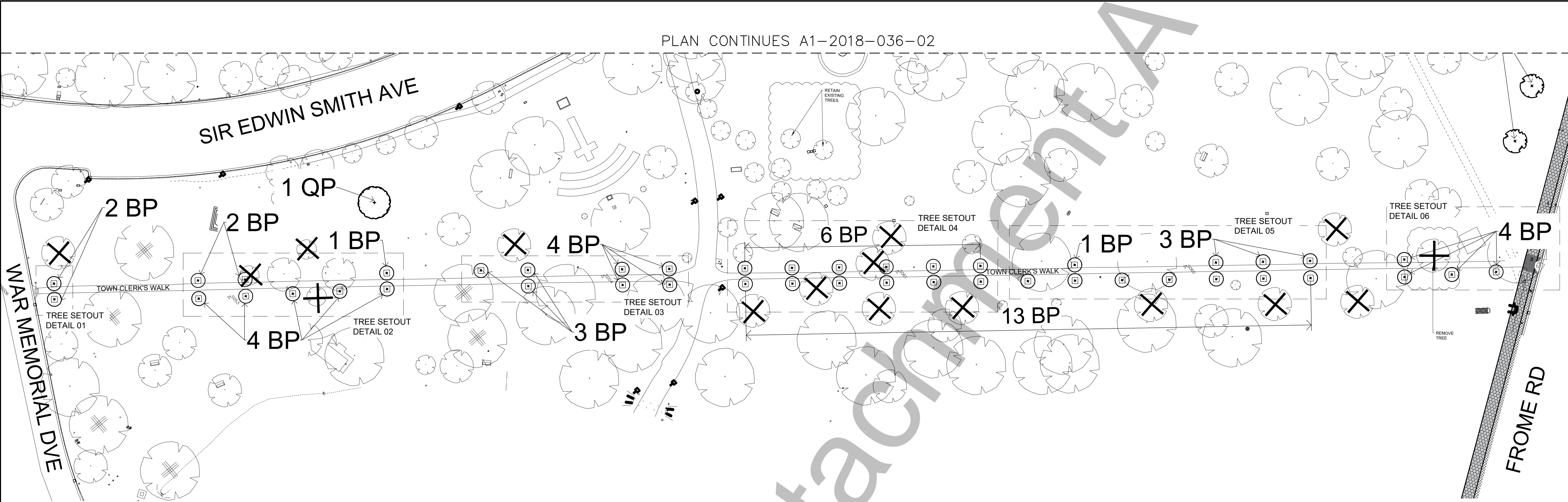
ATTACHMENTS

Attachment A – Part Plan South showing locations of removed trees and new trees

Attachment B – Part Plan North showing locations of removed trees and new trees

- END OF REPORT -

PLAN CONTINUES A1-2018-036-02



PLANTING SCHEDULE

TREES CODE	BOTANICAL NAME	COMMON NAME	POT SIZE (mm)	HEIGHT	CALIPER	QTY
BP	Brachychiton populneus	Kurrajong	200L	2-3m	20mm	43
FR	Fraxinus angustifolia 'Raywood'	Claret Ash	200L	2-3m	20mm	15
QP	Quercus palustris	Pin Oak	200L	2-3m	20mm	6
QR	Quercus rubra	Red Oak	200L	2-3m	20mm	6
						TOTAL 70

NOTE: NUMBERS GIVEN ARE TOTAL FOR PROJECT.

TREE SUCCESSION LEGEND

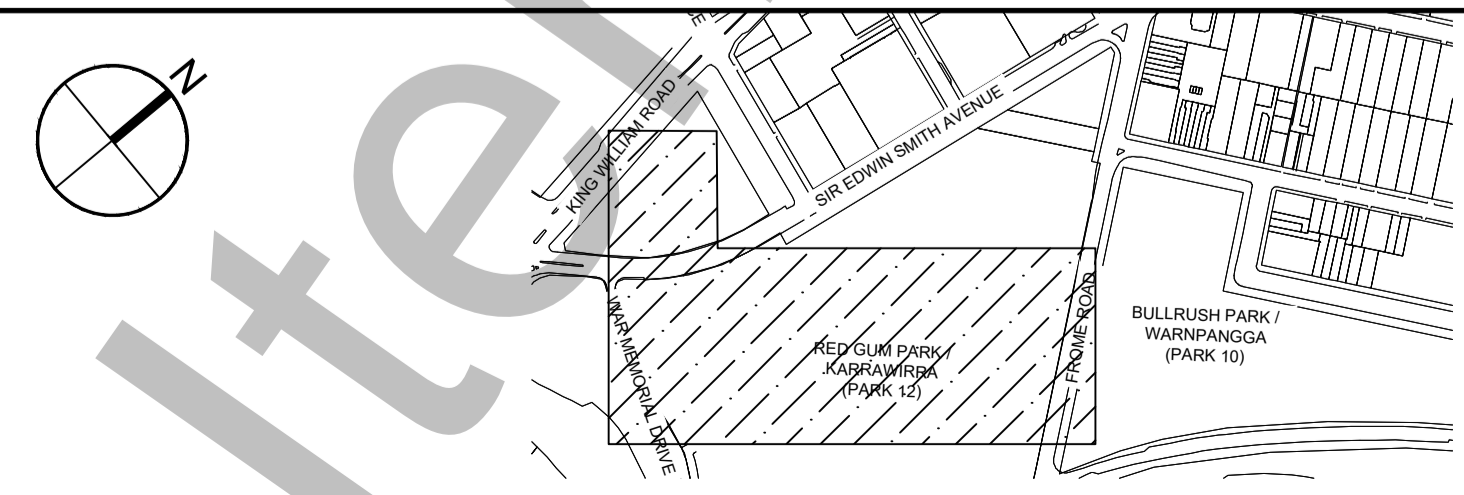
- EXISTING TREE TO BE RETAINED
- EXISTING SIGNIFICANT TREE TO BE RETAINED
- EXISTING TREE TO BE REMOVED
- NEW TREE WITH TIMBER EDGE SURROUND. REFER DETAILS 03 TO 05, SHEET 05.
- NEW FUTURE TREE PLANTING
- DETAIL SETOUT AREAS, REFER SHEETS 04 & 05.

FOR CONSTRUCTION

DESIGNED SR DATE 08/2019
 DRAWN SR DATE 08/2019
 CHECKED DK DATE 08/2019
 QUALITY ASSURED KD DATE 08/2019

THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE SPECIFICATION.

The Contractor and his Sub-contractors shall verify all dimensions, lines, levels and existing service locations, prior to commencement on site, preparation of detail/shop drawings, and fabrication of construction/building components.



CONSTRUCTION COPY - CERTIFICATION

"I, _____ (Representative's Name) being a duly authorised representative of _____ (Consulting firm or company) hereby:

- certify the information in this drawing is an accurate "design" representation of the works.
- certify that the "design" is in accordance with the brief and amendments thereto.
- accept responsibility for the "design" information contained in this drawing.
- acknowledge the "design" information contained in this drawing may be relied on by Council and others.

Certification for Stage _____ by _____ (Signature) on _____ (Date) for: _____ (Company Name)

CONSTRUCTION REVISIONS		BY	DATE
No.	DESCRIPTION		
A	ISSUED FOR CONSTRUCTION	SR	31/01/2020
B	TREE REMOVAL & PLANT QUANTITIES AMENDED	SR	19/05/2020

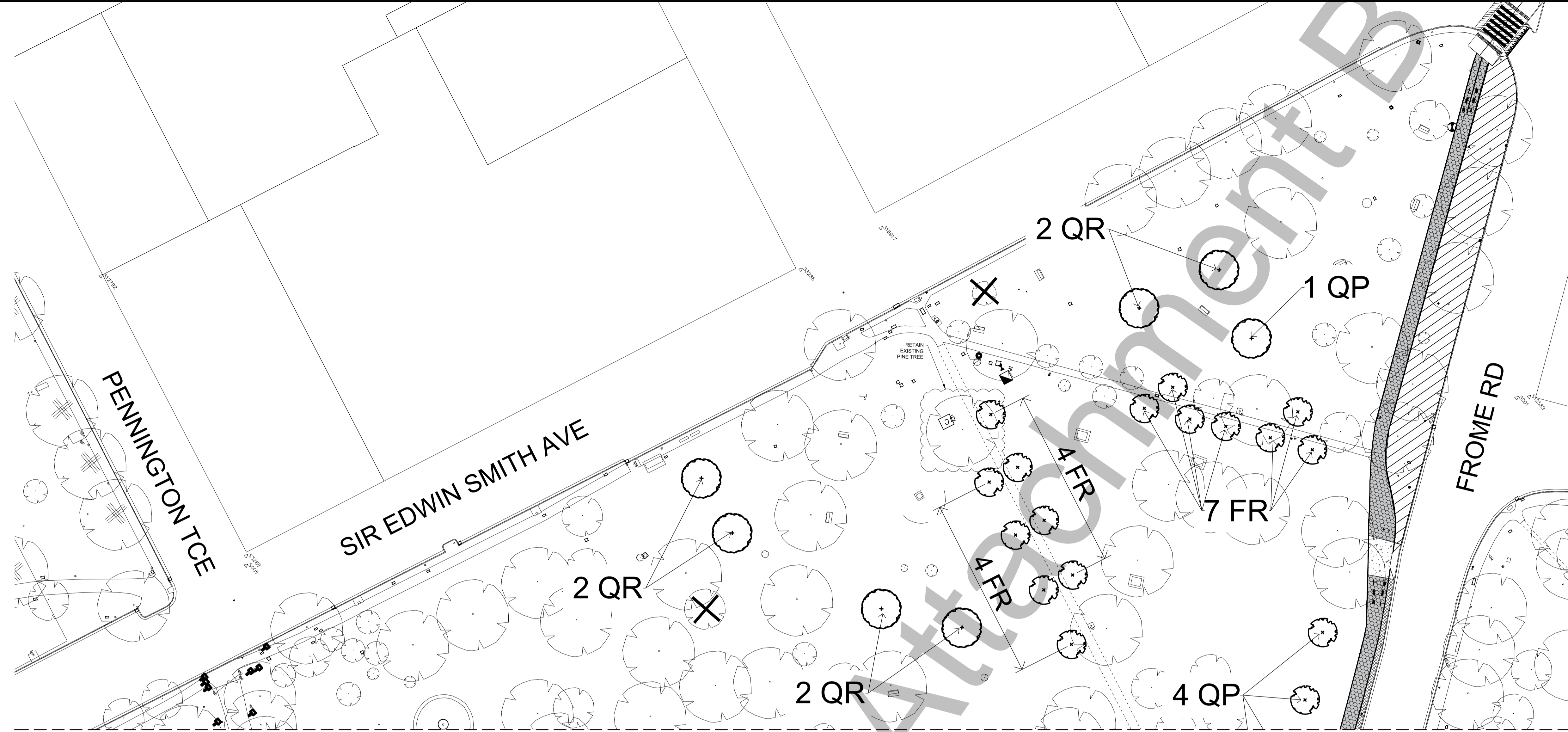
RED GUM PARK / KARRAWIRRA (PARK 12)
BETWEEN SIR EDWIN SMITH AVE & FROME RD

PATH & LANDSCAPE UPGRADES
 TREE SUCCESSION PLAN 1 OF 2

COA USE - SIGHTED FOR CONSTRUCTION

PROJECT ASSET MANAGER DESIGN TEAM LEADER PROJECT MANAGER

	CITY OF ADELAIDE
COA PROJECT NUMBER	U160
SCALE	1:500
NUMBER OF SHEETS	11
ORIGINAL SHEET SIZE	A1
REVISION	B
DRAWING SET NUMBER	A1-2018-036
SHEET	02



PLAN CONTINUES A1-2018-036-01

PLANTING SCHEDULE

TREES CODE	BOTANICAL NAME	COMMON NAME	POT SIZE (mm)	HEIGHT	CALIPER	QTY
BP	Brachychiton populneus	Kurrajong	200L	2-3m	20mm	43
FR	Fraxinus angustifolia 'Raywood'	Claret Ash	200L	2-3m	20mm	15
QP	Quercus palustris	Pin Oak	200L	2-3m	20mm	6
QR	Quercus rubra	Red Oak	200L	2-3m	20mm	6
						TOTAL 70

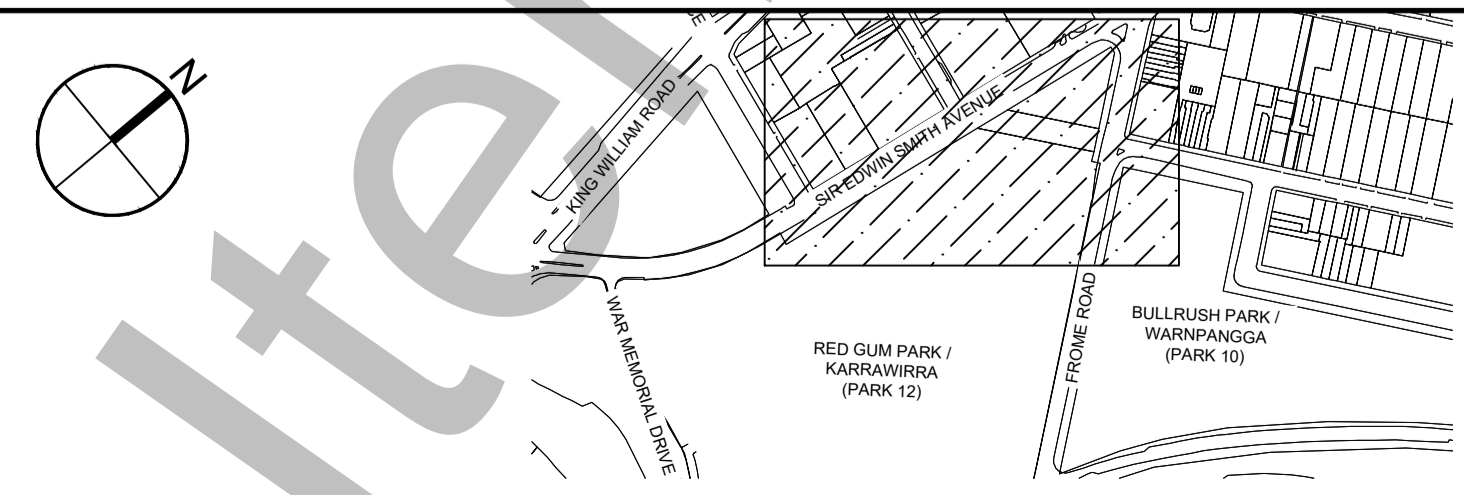
NOTE: NUMBERS GIVEN ARE TOTAL FOR PROJECT.

TREE SUCCESSION LEGEND

- EXISTING TREE TO BE RETAINED
- EXISTING SIGNIFICANT TREE TO BE RETAINED
- EXISTING TREE TO BE REMOVED
- NEW TREE WITH TIMBER EDGE SURROUND. REFER DETAILS 03 TO 05, SHEET 05.
- NEW FUTURE TREE PLANTING

FOR CONSTRUCTION

DESIGNED	AG	DATE	08/2019
DRAWN	AG/SR	DATE	08/2019
CHECKED	AG	DATE	08/2019
QUALITY ASSURED	QA	DATE	08/2019



CONSTRUCTION COPY - CERTIFICATION

"I, (Representative's Name) being a duly authorised representative of (Consulting firm or company) hereby:

- certify the information in this drawing is an accurate "design" representation of the works.
- certify that the "design" is in accordance with the brief and amendments thereto.
- accept responsibility for the "design" information contained in this drawing.
- acknowledge the "design" information contained in this drawing may be relied on by Council and others.

Certification for Stage by (Signature) on (Date) for: (Company Name)

No.	DESCRIPTION	BY	DATE
A	ISSUED FOR CONSTRUCTION	SR	31/01/2020
B	TREE REMOVAL & PLANT QUANTITIES AMENDED	SR	19/05/2020

RED GUM PARK / KARRAWIRRA (PARK 12)
BETWEEN SIR EDWIN SMITH AVE & FROME RD

PATH & LANDSCAPE UPGRADES
 TURF REMEDIATION PLAN 2 OF 2

COA USE - SIGHTED FOR CONSTRUCTION

PROJECT ASSET MANAGER DESIGN TEAM LEADER PROJECT MANAGER

	CITY OF ADELAIDE
COA PROJECT NUMBER	U160
SCALE	1:500
NUMBER OF SHEETS	11
ORIGINAL SHEET SIZE	A1
REVISION	B
DRAWING SET NUMBER	A1-2018-036
SHEET	03

Gladys Elphick Park / Narnungga (Park 25) Car Park Trial Consultation Results

ITEM 8.5 06/08/2020
Adelaide Park Lands Authority

Program Contact:
Tom McCready, AD Property &
Commercial 8203 7313

2016/03871
Public

Approving Officer:
Ian Hill, Director Growth

EXECUTIVE SUMMARY

In November 2017, Council endorsed a six-month trial of the proposed parking control alterations to the two public car parks located within Narnungga / Gladys Elphick Park (Park 25).

The purpose of this report is to present the results of consultation on the car parking trial undertaken for this public car park. The trial altered the parking control from unrestricted with 'No Stopping Any Day' 10pm-10am to Three Hour Area Parking 'Monday to Friday', 8am-6pm (non-ticketed) in both the Northern and Southern car parks and provided thirty 'Permit At All Times' spaces in the Southern car park for SACA/St Ignatians' players/officials and ground staff.

Over the six-month consultation period, 296 people visited the Your Say Adelaide webpage, 22 documents were downloaded, and eight individuals completed the online survey.

Based on the findings of consultation and observations from Council staff the parking controls have not entirely discouraged non-Park Lands users from parking within the car park. Notwithstanding this, the parking controls appear to be generally suitable for the intended purposes, that is, to primarily support the use of the Park Lands by users.

Based on the feedback received, it is proposed to continue the current parking controls and permit system until the wider Adelaide Park Lands Parking Study is completed and more direction is provided from APLA and Council with respect to managing car parking within the Park Lands.

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Notes the results of the six-month consultation period undertaken for the alteration to parking controls within the public car parks located in Gladys Elphick Park / Narnungga (Park 25).
2. Supports the continuation of the parking controls on the basis that a further review will be undertaken once the wider Adelaide Park Lands Parking Study is completed and more direction is provided from APLA and Council with respect to managing car parking within the Adelaide Park Lands.
3. Supports the incorporation of the feedback into the Adelaide Park Lands Parking Study currently being undertaken.

IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	<p><u>Adelaide Park Lands Management Strategy</u></p> <p>1.6 Strengthen the role of the Park Lands as a regional destination for competitive sport and a variety of active and passive forms of recreation.</p> <p>Actions:</p> <ul style="list-style-type: none"> • Create flexible venues and spaces to accommodate future growth in sport and recreation. • Support the equitable use of facilities by all groups and the general public. <p>2.8 Provide car parking on and adjacent to the Park Lands only where need has been demonstrated and no reasonable alternative exists:</p> <p>Actions:</p> <ul style="list-style-type: none"> • Review existing car parking on and adjacent the Park Lands to determine appropriate provision for Park Lands users, taking into account demand from park users and current car parking supply.
Policy	<p><u>On-Street Parking Policy</u> - Whilst this car park is technically off-street, it is considered to be a "road related" area, as such, Council's On-Street Parking Policy is considered to be relevant in the management of the car park.</p> <p><u>Community Land Management Plan – Chapter 6</u></p> <p>Management Direction 1.3.16 Manage car parking availability for park visitors. Redesign the car park footprints to increase capacity while enhancing the appearance of the site.</p>
Consultation	Consultation on the trial of the parking controls in the two public car parks located within Gladys Elphick Park / Narnungga (Park 25) was held between 14 October 2019 until 13 April 2020.
Resource	Council will continue to maintain the car park as a public car park in a Park Lands setting.
Risk / Legal / Legislative	Not as a result of this report
Opportunities	To ensure sporting club members and their visitors have access to the sporting facility on game/training days, together with other Park Land users whilst discouraging car parking not associated with the Park Lands usage.
20/21 Council Budget Allocation	Not as a result of this report
Proposed Council 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	Ongoing
20/21 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

DISCUSSION

Background:

1. In 2017, Council approved a proposal by the South Australia Cricket Association (SACA) to construct a new Sports Pavilion as well as upgrades of both the Northern and Southern car parks (see Map 1).
2. In November 2017, Council endorsed a six-month trial of the proposed parking control alterations to the two public carparks located within Narnungga / Gladys Elphick Park (Park 25).
3. Construction of the facility and car parks was completed in early 2018 and the car park has now been in use for period of at least twelve months.
4. Map 1 shows the location of the two car parks in relation to other features and facilities within Gladys Elphick Park / Narnungga (Park 25).

Previous and current Parking Conditions:

5. Prior to the subject redevelopment, the two public car parks in Narnungga (Gladys Elphick Park) had a capacity of 105 spaces (73 spaces in the Northern and 32 in the Southern car park respectively).
6. At the completion of the works, the capacity increased by 53 spaces (29 spaces in the Northern and 129 spaces in the Southern car park respectively).
7. Prior to the re-development, all 105 spaces were unrestricted (no time restriction) with a 'No Stopping Any Day' 10pm-10am control.
8. SACA raised concerns regarding parking availability in Narnungga (Gladys Elphick Park) due to its proximity to the Royal Adelaide Hospital (RAH). SACA engaged a consultant to undertake a parking management review to determine an appropriate management system for the Southern car park to ensure parking availability for users of the sporting fields and pavilion as well as general Park Lands users.
9. At its meeting on 16 November 2017, the Adelaide Park Lands Authority considered the car park management proposal for Narnungga (Gladys Elphick Park) and advised Council that it supported a six month trial of the proposed parking control alterations to the two public car parks within Narnungga (Park 25).
10. It also advised that it supported the implementation of Three Hour Area Parking 'Any Day', 8am-6pm (non-ticketed) in both the Northern and Southern car parks and the provision of 30 'Permit At All Times' spaces for SACA/St Ignatians' players/officials and ground staff use within the Southern car park.
11. At its meeting on 28 November 2017 Council endorsed the six month trial of the proposed parking control alterations to the two public car parks within Narnungga (Park 25) with a change from the recommended 'Any Day' to 'Monday to Friday'. It was also requested that Administration monitors and reviews the outcome of the parking control alteration over the six-month trial period and provide a further report to Council.

Parking in the Park Lands Study:

12. Concurrently to the trial in Gladys Elphick Park / Narnungga (Park 25), Administration is currently undertaking a wider study of parking within the Adelaide Park Lands. The Adelaide Park Lands Parking Study (**the Study**) has the following Project objectives:
 - 12.1. Reduce the impact of car parking on the Park Lands.
 - 12.2. Optimise the use of existing on-and off-street parks.
 - 12.3. Improve access to Park Lands activities and facilities weekdays and weekends.
 - 12.4. Improve the visual and physical impact of existing car parks, and any new car parks created on the Park Lands where the need for parking has been identified.



Map 1: Gladys Elphick Park / Narnungga (Park 25) Public Car Parks

13. In June 2019, APLA received a presentation titled 'Adelaide Park Lands Parking Study - Existing Conditions Analysis'. The purpose of the workshop was to present findings and seek feedback from APLA members on the results of the existing conditions analysis and seek further direction from APLA with respect to the development of guiding principles for car parking in the Park Lands.
14. Work on the Study is continuing and will inform a number of strategic Park Lands Parking recommendations and actions for APLA and Council's consideration in the future.

Overview of community consultation findings:

15. Consultation on the trial of the parking controls in the two public car parks located within Gladys Elphick Park / Narnungga (Park 25) was held between 14 October 2019 until 13 April 2020.
16. Consultation was timed to capture both summer and autumn / winter users, noting that the head lessee, South Australian Cricket Association (SACA) use the facility all year round (onsite ground staff, training, match days, functions and events) and Old Ignatius Football Club (training, match days, functions and events) as sub-tenants during the football season. The timing and period to consult was important as both primary users have vastly different time and usage requirements.

17. The community consultation utilised the Your Say Adelaide (YSA) page to reach members of the community who are engaged in Park Lands sport, recreation, participation, and preservation.
18. In addition, an email was sent to a distribution list of approximately 300 registered recreation and sporting organisations. A direct email was also sent to Park Land Lessees as part of the overall engagement.

Community consultation highlights:

19. Over the six-month period, 296 people visited the Your Say Adelaide webpage, 22 documents were downloaded, and eight individuals completed the online survey.
20. Of the eight responses received, four advised they were users of Park 25 / the Park Lands, three advised they used the car park for work / shopping, and one respondent advised they did not use the car park.
21. Of the eight individual engaged participants, two were Adelaide residents. The remainder of respondents were spread across metropolitan Adelaide from Glenelg North to Crafers.
22. One respondent identified as a representative of SACA (the Head Lessee) and another from a player / member of the Old Ignatians Football Club (Sub-lessee).

Community consultation summary:

23. Survey respondents were asked five questions relating to their primary purpose for using the car park; how often and how long they use the car park; whether the current time was meeting their needs; any suggested changes to the parking facility and any other general feedback.
24. Of the eight responses received, four stated that they were either users of Narnungga / Gladys Elphick (Park 25) or used the car park to park their vehicle while they cycled around the Park Lands or watched sports. Three respondents indicated they used the car park for work / shopping.
25. The frequency and time period varied among users. The respondents that used the car park to play and /or watch sport indicated that the current time met their needs. Not surprisingly, those respondents who use the car park primarily for work / shopping did not think the current time met their needs.
26. Survey Questions Four and Five asked participants their views on whether there are any changes needed to be made to this parking facility and any other feedback?

In response to Question Four, the following cross section of comments were provided:

- *"None that I can think of"*
- *"Yes: close it. Rehabilitate the paved & brutalised soil. It is within the Adelaide parklands, already badly compromised on the western side. The parklands are NOT car parks. There is good public transport to that location"*
- *"Cricket supporters should be able to get a ticket from the club – don't even mind if it was a couple of dollars for the day"*
- *"Return parking to original status"*
- *"I hope that the time limit can be extended on days when there is no sport event."*
- *"Signing the slip lane to be a loading zone only (the parking area where we put the bins)*
The bollard in the North car park that blocks access to the pathway is constantly knocked over/ used as a park and or entry to the footpath
North car park is poorly designed (vehicles enter a full car park and need to six (6) point turn to get out)
Is vehicle mitigation (bollards) required along Oval #2? Currently there is easy access to mount the curb and drive onto the ovals
Given the skatepark development is there scope to extend the Northern car park (utilise the dirt square- possibly grass and irrigate and use as an overflow area for match days)?"
- *" More spaces..."*
- *"All day parking as was the case prior to redevelopment"*

27. In response to Question Five, the following cross section of comments were provided:
- *“It is a great facility”*
 - *“Cricket is a long game, there are several fields three (3) hr parking and a thirty (30) car limit is not enough for players or spectators”*
 - *“Thank you for providing free parking in parklands, I wouldn't use them otherwise.”*
 - *“How about having a parking regulation that indicates different parking time limit on days with and without events?”*

Car Park Usage

28. As outlined in the ‘Next Steps’ of the previous report, Council’s Parking and Information Officers have been enforcing the controls to ensure vehicle turn over and parking availability. Between 14 October 2019 to 13 April 2020 (the project report review period) there were 148 parking expiation notices issued in the Park 25 car parks. The majority were issued for overstaying the area parking time limit, with some permit zone and stopping on painting island offences mixed in.
29. Observations from Parking Information Officers is that the car park is predominantly used weekday afternoons by RAH staff. With some RAH staff members observed standing in parking bays and holding them for others before they arrive.
30. The results of the consultation and observations from Council staff indicate that there is still regular usage of the car park by non-Park Lands users (e.g. RAH staff / visitors), particularly on weekday afternoons.
31. Notwithstanding that the parking controls have not entirely discouraged non-Park Lands users from parking within the car park, the parking controls appear to be generally suitable for the intended purposes, that is, to primarily support the use of Gladys Elphick Park / Narnungga (Park 25) by its users. Hence it is recommended that the parking controls continue and be further reviewed as part of the wider Park Lands parking study. Council’s Parking and Information Officers will continue to enforce the controls to ensure vehicle turn over and parking availability to Park Lands users.
32. The consultation / trial highlights the ongoing problems relating to parking at this venue due to the neighbouring non-Park Land developments. This is not an isolated problem within Park 25 with similar issues known to occur within other car parks within the Park Lands.
33. As part of their submission, SACA made several suggestions including the alteration of the parking control over a section of the car park. However, following further discussions with the representative from SACA, they have reconsidered the impacts of this and no longer seek the change to parking controls. Administration will follow up the other matters raised to investigate measures to mitigate the issues raised in the submission. Depending on the results of those discussions further reports may be presented to APLA and Council for consideration.

Next steps:

34. Feedback from the consultation will be incorporated into the Adelaide Park Lands Parking Study currently being undertaken.
35. A more detailed review of car parking usage within Park 25 to be conducted as part of the wider Adelaide Car Parking Study.
36. Report will be presented to Council.

ATTACHMENTS

Nil

- END OF REPORT -

Exclusion of the Public

ITEM 10.1 06/08/2020
Adelaide Park Lands Authority

2018/04291
Public

Executive Officer:
Martin Cook, City of Adelaide,
8203 7686

EXECUTIVE SUMMARY

Exclusion of the public from this Adelaide Park Lands Authority Board meeting is sought for the consideration of the following Agenda Items:

11.1 Lounders Boatshed Café [s 90(3) (d)]

The Order to Exclude for Item 11.1

1. Identifies the information and matters (**grounds**) from s 90(3) of the *Local Government Act 1999 (SA)* utilised to request consideration in confidence;
2. Identifies the **basis** – how the information falls within the grounds identified and why it is necessary and appropriate to act in a meeting closed to the public; and
3. In addition, identifies for the following grounds – s 90(3) (b), (d) or (j) - how information open to the public would be contrary to the **public interest**.

All Board members must keep confidential all documents and any information presented to them for consideration on a confidential basis prior to the meeting.

ORDER TO EXCLUDE FOR ITEM 11.1

THAT THE ADELAIDE PARK LANDS AUTHORITY

1. Having taken into account the relevant considerations contained in Clause 4.8.21 of the *Adelaide Park Lands Authority Charter* and s 90(3) (d) and 90(4) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Board of the Adelaide Park Lands Authority dated 6/8/2020 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 11.1 [Lounders Boatshed Café] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item contains commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information and confer a commercial advantage on a third party.

Public Interest

The Board is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information may result in release of information prior to the finalisation of 'commercial in confidence' negotiations between the proponent and their suppliers and may materially and adversely affect the financial viability of the proponent in relation to contract negotiations which on balance would be contrary to the public interest.

2. Pursuant to Clause 4.8.21 of the *Adelaide Park Lands Authority Charter* this meeting of the Board of the Adelaide Park Lands Authority dated 6/8/2020 orders that the public (with the exception of members of Council staff who are hereby permitted to remain) be excluded from this meeting to enable the Board to consider in confidence Item 11.1 [Lounders Boatshed Café] listed in the Agenda, as the matter is of a kind referred to in s 90(3) (d) of the *Local Government Act 1999 (SA)*.

DISCUSSION

1. The *Adelaide Park Lands Act 2005 (SA)* requires the Authority to operate utilising Chapter 6 Part 3 of the *Local Government Act 1999 (SA)*. Chapter 6 Part 3 relates to public access to meetings and outlines the conduct to be observed by the Authority.
2. It is a requirement of the *Adelaide Park Lands Act 2005 (SA)* [13 (c)] reflected in clause 4.8.19 of the *Adelaide Park Lands Charter*, that meetings of the Authority be conducted in a place open to the public except in special circumstances. These circumstances and associated considerations to exclude the public from a Board meeting are outlined in Chapter 6, Part 3 of the *Local Government Act 1999 (SA)*.
3. To consider a matter in confidence, the Board through a formal resolution is required to:
 - 3.1 Identify the information and matters (grounds) from s 90(3) of the *Local Government Act 1999 (SA)* utilised to request consideration in confidence;
 - 3.2 Identify the basis – how the information falls within the grounds identified and why it is necessary and appropriate for the Board to act in a meeting closed to the public; and
 - 3.3 In addition identify for the following grounds – s 90(3) (b), (d) or (j) – how information open to the public would be contrary to the public interest.
4. The Charter contains the following clauses in relation to Meetings of the Board /Authority:
 - '4.8.19 Meetings of the Board must be conducted in a place open to the public.'
 - '4.8.20 All Board Members must keep confidential all documents and any information provided to them on a confidential basis for their consideration prior to a meeting of the Board, except in those circumstances prescribed by section 12 of the Park Lands Act and clause 35 of Schedule 2 to the LG Act.'

For reference – Section 12 of the Park Lands Act and clause 35 of Schedule 2 to the LG Act read:

12—Reports

 - (1) A member of the board of management of the Authority does not commit a breach of a duty of confidence by reporting a matter relating to the affairs of the Authority to the Minister.
 - (2) The Authority must, at the time that it furnishes its annual report to the Adelaide City Council, furnish a copy of the report to the Minister.

35—Disclosure

 - (1) If a subsidiary discloses to a person in pursuance of this Schedule a matter in respect of which the subsidiary owes a duty of confidence, the subsidiary must give notice of the disclosure to the person to whom the duty is owed.
 - (2) A member of the board of management of a subsidiary does not commit a breach of duty by reporting a matter relating to the affairs of the subsidiary to a council or otherwise in accordance with the provisions of this Act.
 - '4.8.21 The Board may order that the public be excluded from attendance at any meeting in order to enable the Board to consider in confidence any information or matter listed in section 90(3) of the LG Act (after taking into account any relevant consideration under that section). The exercise of this power does not exclude Board Members and/or any other person permitted by the Board to remain in the room.'
 - '4.8.22 Where an order is made under sub-clause 4.8.21, a notice must be made in the minutes of the making of the order and of the grounds on which it was made.'
 - '4.8.23 Subject to sub-clause 4.8.25 a person is entitled to inspect, without payment of a fee:
 - (a) agendas and minutes of a Board Meeting;
 - (b) reports to the Board received at a meeting of the Board; and
 - (c) recommendations presented to the Board in writing and adopted by resolution of the Board.'
 - '4.8.24 Subject to sub-clause 4.8.25, a person is entitled, on payment of a fee fixed by the Board, to obtain a copy of any documents available for inspection under sub-clause 4.8.23.'
 - '4.8.25 Sub-clauses 4.8.23 and 4.8.24 do not apply in relation to a document or part of a document if:
 - (a) the document or part of the document relates to a matter of a kind referred to in sub-clause 4.8.21; and
 - (b) the Board orders that the document or part of the document be kept confidential (provided that in so ordering the Board must specify the duration of the order or the circumstances in which it will cease to apply or a period after which it must be reviewed).'

5. In considering whether an order should be made to exclude the public [s 90(4) of the *Local Government Act 1999 (SA)*], it is irrelevant that discussion of a matter in public may:
 - 5.1 cause embarrassment to the council or council committee concerned, or to members or employees of the council; or
 - 5.2 cause a loss of confidence in the council or council committee.
 - 5.3 involve discussion of a matter that is controversial within the council area; or
 - 5.4 make the council susceptible to adverse criticism
6. In considering whether an order should be made to exclude the public [s 90(7) of the *Local Government Act 1999 (SA)*] the order must specify
 - 6.1 the grounds on which the order was made; and
 - 6.2 the basis on which the information or matter to which the order relates falls within the ambit of each ground on which the order was made; and
 - 6.3 if relevant, the reasons that receipt, consideration or discussion of the information or matter in a meeting open to the public would be contrary to the public interest.
7. When determining whether to exclude the public from the meeting the Authority is required to consider & resolve whether it is necessary and appropriate to act in a meeting closed to the public to consider the following information in confidence.
 - 7.1 Information contained in Item 11.1 – Lounders Boatshed Café:
 - 7.1.1 Is subject to an existing Authority Confidentiality Order – 23/7/2015;
 - 7.1.2 Is subject to an existing Council Confidentiality Order – 27/1/2016;
 - 7.1.3 The grounds utilised to request consideration in confidence is s 90(3) (d) of the *Local Government Act 1999 (SA)*
 - (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which—
 - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
 - (ii) would, on balance, be contrary to the public interest

ATTACHMENTS

Nil

- END OF REPORT -

Confidential Item 11.1

Lounders Boatshed Café

Clause 4.8.21 of the Adelaide Park Lands Authority Charter

Section 90(3) (d) of the *Local Government Act 1999 (SA)*

Pages 124 to 130
