



BOARD AGENDA & REPORTS

for the Meeting of the Adelaide Park Lands Authority Board

Thursday 5 November 2020
at 5:00 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
4 other members appointed by the Council
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
Mr Ben Willsmore

Proxy Board Members

Councillor Anne Moran (for Councillor Alexander Hyde)
Professor Emeritus Damien Mugavin (for Ms Stephanie Johnston)

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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 – 1/10/2020

That the Minutes of the meeting of the Board of the Adelaide Park Lands Authority held on 1 October 2020 be taken as read and be confirmed as an accurate record of proceedings.

4. Presiding Member Report**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 – 29/10/2020 - Nil

7. Presentations/Workshops**7.1 Presentation Draft Adelaide Botanic Gardens Master Plan (15 minutes)**

Presenter: Lucy Sutherland, Director of Botanic Gardens of South Australia and State Herbarium

Purpose: To provide an opportunity for the Board to comment on the draft Master Plan for the Adelaide Botanic Garden

7.2 Presentation Bunday's Paddock / Tidlangga (Park 9) Sports Building Proposal (10 minutes)

Presenter: Richard Hockney - Chair of Council, Prince Alfred College and Tim Hall - Vice Chairman, Prince Alfred College Old Collegians Football Club

Purpose: To provide the Board with additional background on the concept for a new sports building in Bunday's Paddock / Tidlangga (Park 9)

8. Reports for the consideration of the Board**8.1 Bunday's Paddock/Tidlangga Sports Building & CLMP [2015/00666] [Page 5]****8.2 Strategic Plan for Adelaide Park Lands Authority [2018/00283] [Page 86]****9. Presentations/Workshops****9.1 Presentation Draft Heritage Strategy & Action Plan 2021 - 2036 (15 minutes)**

Presenter: Therese Willis, Senior Heritage Architect

Purpose: To provide an opportunity for the Board to comment on the CoA Draft Heritage Strategy & Action Plan

10. Reports for the consideration of the Board**10.1 Draft Community Land Management Plan: General Provisions [2019/01693] [Page 90]****10.2 Adelaide Park Lands Authority - Meeting Schedule 2021 [2006/00224] [Page 117]**

11. Other Business

Questions on Notice / Motions on Notice – Nil at time of Agenda publication – 29/10/2020

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)

12. Exclusion of the Public

12.1 Exclusion of the Public [2018/04291] [Page 120]

For the following matter seeking consideration in confidence:

13.1 Tennis SA [s 90(3) (d)]

13. Presentation in Confidence

13.1. Tennis SA

14. Next Meeting and Closure

Bundey's Paddock/Tidlangga Sports Building & CLMP

ITEM 8.1 05/11/2020
Adelaide Park Lands Authority

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

2015/00666
 Public

Approving Officer:
 Clare Mockler, Deputy CEO &
 Director Culture

EXECUTIVE SUMMARY

In 2015, Council supported community engagement on a building concept developed by Prince Alfred College (PAC) for Bundey's Paddock/Tidlangga (Park 9). The concept proposed a building footprint of 486sqm located on the south-west edge of the existing oval.

In 2017, in response to the community engagement findings, Council approved the establishment of a new building in Park 9 with a building footprint of 375sqm and its location commencing at the site of the existing changerooms.

This report discusses a building concept developed by PAC in response to the 2017 Council Decision. Whilst the building design reflects the guiding principles of the Adelaide Park Lands Building Design Guideline, it is inconsistent with the Council Decision in relation to location and size.

This matter was considered by the Board in August 2020, who requested further investigations into the costs and implications of the building location. Concerns were also raised about the permitted uses of the building. The findings of these investigations along with revisions to a draft Lease Agreement are included in this report.

This report includes a revised chapter of the Adelaide Park Lands Community Land Management Plan (CLMP). The draft CLMP and this project specifically are consistent with the Adelaide Park Lands Management Strategy with regards to creating dynamic, active and tranquil places and supporting activation of the Park Lands by upgrading and enhancing buildings responsive to their park setting. The development of an activity hub with a 'multi-purpose building for sports and the community which provides public toilets' in Park 9 is the Strategy's highest priority project for this precinct.

Subject to consideration by the Board, Council and the Minister, the CLMP chapter along with the draft Lease Agreement and a modified building concept will be released for public consultation.

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Notes the 2015 building concept for Bundey's Paddock/Tidlangga (Park 9) that was supported by the Board and Council for the purpose of community consultation 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 5 November 2020.
2. Supports the building concept for Bundey's Paddock/Tidlangga (Park 9) 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 5 November 2020 for the purpose of community consultation for a four week period, subject to the building concept incorporating the following amendments:
 - 2.1. A building footprint, as defined by the Adelaide Park Lands Building Design Guideline, that does not exceed 375sqm as previously approved by Council.
 - 2.2. A floor plan with changerooms and player amenities that meet the minimum requirements for a local facility as per the AFL Preferred Facility Guidelines and three unisex public toilets including an accessible toilet.
 - 2.3. The proposed removal of the Callitris tree adjacent the public toilets.

- 2.4. Lighting along the permeable entry path between Bundeys Road and the public amenities.
 - 2.5. A series of treatments including consideration of extending the proposed swales, tree plantings and provision of urban elements (bollards and light poles) to ensure service/maintenance vehicles are contained to the permeable entry path.
 3. Supports the draft Lease Agreement as shown in Attachment C to Item 8.1 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 5 November 2020, being released for statutory consultation for a four week period.
 4. Supports the revision of the Adelaide Park Lands Community Land Management Plan for Bunday's Paddock/Tidlangga (Park 9) as per Attachment E to Item 8.1 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 5 November 2020, being released for statutory consultation for a four week period.
 5. 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 5 November 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:
 - 5.1. 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.
 - 5.2. 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.
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IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	This project is consistent with the Strategy and creating dynamic, active and tranquil places and supporting activation of the Park Lands by upgrading and enhancing buildings responsive to their park setting. 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) is the Strategy's highest priority project for this 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 (SA)</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 1999 (SA)</i> will be conducted jointly with the CLMP, along with the building concept.
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. The landscape of Park 9 has changed extensively over the last 20 years, commencing with the removal of dilapidated courts and lawn tennis courts licensed by PAC. Park 9 now 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. A comparison of the landscape from 1997 to now is shown in Link 1 [here](#).
4. To replace the existing changerooms, public amenities and storage shed (combined footprint of 229sqm) and complement the enhanced landscape of Park 9, PAC developed a building concept 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. This concept is shown at **Attachment A**.
5. On 13 October 2015, Council resolved, inter-alia:
'That Council:
 5. *Supports Administration undertaking community engagement on a proposal by the Prince Alfred Old Collegians Association (PAOCA) to remove the two existing buildings in Tidlangga (Park 9) and establish a consolidated sports building containing public amenities to support the activity hub as outlined in Attachment E to Item 14 listed on the Agenda of the Strategy, Planning & Partnerships Committee on 6 October 2015, subject to the following conditions that are to inform this community engagement and form the basis for future lease agreement negotiations:*
 - 5.1 *Prince Alfred College (PAC), as the primary lessee/licensee in Tidlangga (Park 9), is considered for a lease/licence term of up to a maximum of 21 years as per the Draft Park Lands Leasing and Licensing Policy, with no right of renewal.*
 - 5.2 *PAC being charged lease fees for the building and licence fees for the oval as per Council's endorsed fees and charges.*
 - 5.3 *PAC being responsible for removal of the existing buildings and make good the areas to a standard acceptable to Council, including any associated soil remediation.*
 - 5.4 *PAC being responsible for the construction, operation and maintenance of the building with Council only being responsible for the operation and maintenance of the public amenities (public toilets) after they have been constructed to a standard that is acceptable to Council.*
 - 5.5 *PAC facilitating the hiring of the building and associated facilities in accordance with its liquor licence conditions, including restricting hiring to daytime recreation and sport related activities and only permitting functions that relate directly to the sporting activities of the lessee.*
 - 5.6 *Live entertainment/DJ's will not be permitted.*
 - 5.7 *Naming rights over the new building, the name and how this will be communicated or displayed being approved by Council.'*
6. Throughout November and early December 2015, we undertook community engagement on this building concept and proposed usage conditions. 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. A summary of the community engagement findings is provided in Link 2 [here](#).
7. In total, 99 community survey responses were received, with 45 of these received from MacKinnon Parade residents. Key findings were:
 - 7.1. 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%).
 - 7.2. 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).

- 7.3. Unprompted issues raised by respondents were:
- 7.3.1. Liquor licence/big functions – mentioned 21 times.
 - 7.3.2. Size of the building/features – (19).
 - 7.3.3. 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).
 - 7.3.4. Building needing to look better than existing (11).
 - 7.3.5. Give preference to locals (access) (10).
 - 7.3.6. Height of the building (9).
 - 7.3.7. Building should be located closer to Bundeys Road (9).
8. On 19 October 2017, the Adelaide Park Lands Authority (APLA) considered this matter and provided the following advice to Council:
- '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.'*
9. On 28 November 2017, Council resolved:
- 'That Council:*
- 1. *Receives the findings of the community engagement for a new sports building in Bunday's 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.'*

10. In response, PAC developed a building concept that was tabled with the Board on 6 August 2020. The building concept, shown at **Attachment B**, was at odds with the previous APLA advice and Council Decision in relation to footprint and location.
11. The concept had a building footprint of 410sqm compared with 375sqm approved. This came about through focusing on the net floor area (370sqm proposed) rather than the gross building footprint. The recently adopted Adelaide Park Lands Building Design Guideline defines the calculation of building footprint as 'the area of a building measured to the outside wall line, not including hardstand areas'.
12. The concept had the building starting approximately 15m from the northern edge of the current clubrooms (approximately 40m from the street edge) compared with approval for it beginning at the site of the current clubrooms.

Consideration by the Adelaide Park Lands Authority

13. At the Board meeting of 6 August 2020, concerns regarding the draft Lease Agreement, the building footprint and building location were raised by City residents giving deputations and Board Members. The Board determined to recommend to Council *'that the matter be deferred for further investigations relating to the siting of the building including but not limited to costs and implications on the relocation of water infrastructure, impacts on tree removals, noise and CPTED'*.
14. PAC has indicated that they will not consider an alternative location for the building that they have designed, as it incorporates a social space to enable viewing of the oval from this space and the undercover areas. They believe this design will not be functional if located on the footprint of the existing building and does not warrant the level of investment required to construct this building design. PAC has provided further explanation and supporting documentation in Link 5 [here](#).

Site Investigations

15. For the purpose of conducting building siting investigations, we made the assumption that a new building commencing on the location of the current building would have the same footprint and orientation as PAC's concept.
16. The following table is a summary of the findings of our investigations, with more detail of the key elements provided in Link 3 [here](#).

Topic	Current Building Location (Approved by Council)	PAC Proposed Location
Cost to relocate SA Water pipe	SA Water has indicated that the cost to relocate the water pipe would be approximately \$29,000.	No cost
Cost to hire temporary change rooms and amenities	Assuming it would take nine months to complete construction, then the costs to hire temporary facilities would be approximately \$82,000. <ul style="list-style-type: none"> • Monthly hire fees – \$4,429 per month x 9 months = \$39,861 • Delivery, installation and removal fees – \$42,405 	No cost
Trees	At least six (6) Eucalyptus trees would require removal. Three of the trees are juvenile and three are semi-mature. None are classified as significant.	The CPTED audit identified a tree (Callitris) that would require removal.
Noise	The nearest noise sensitive receivers were residences between 1 and 57 MacKinnon Parade. Predicted noise levels were compliant with relevant noise criteria and between one and two dB lower in this location.	The nearest noise sensitive receivers were residences between 1 and 57 MacKinnon Parade. Predicted noise levels were compliant with relevant noise criteria and between one and two dB higher in this location.

Topic	Current Building Location (Approved by Council)	PAC Proposed Location
CPTED	<p>Good visual connection from the activity hub.</p> <p>Good access/egress for people using the public amenities at night (from Bundeys Road side).</p> <p>Passive surveillance from passing traffic on Bundeys Road would be moderately better.</p>	<p>Good visual connection from the activity hub, although a tree requires removal to enhance sight lines to public amenities.</p> <p>Improved safety for children accessing the public amenities as they would be placed further from adjacent roads.</p> <p>Passive surveillance from residents living along MacKinnon Parade would be moderately better. Potential for increased vandalism at night – risk could be mitigated through appropriate lighting on the building.</p> <p>Potential risk to users of public amenities at night – risk could be mitigated through lighting of new path.</p> <p>Increased likelihood of vehicles entering the park – risk could be mitigated through landscape treatments.</p>
Functionality	<p>The primary purpose of the proposed building is to support use of the oval in Park 9. In this location spectator benefits would be negligible with a likely outcome of people standing between the oval and the building. The requirement for game day infrastructure would remain the same.</p> <p>The external covered areas would offer respite for everyone using the park, particularly during extreme weather events.</p> <p>Public amenities would be perceived as more accessible to people passing by on Bundeys Road and utilising adjacent parks.</p> <p>Due to the lineal building design extending into the park, servicing of the building including the public amenities would require maintenance vehicle access.</p>	<p>The primary purpose of the proposed building is to support use of the oval in Park 9. The building would be optimally located to service the oval and enable spectators sheltered viewing, whilst retaining a visual and physical connection between the oval and activity hub. The distance to move game day infrastructure would be reduced (ie goal post pads, home and away team shelters) and there would be less requirements for spectator facilities (ie marquees). Public amenities would be centrally located to the oval and activity hub.</p> <p>The external covered areas would offer respite for everyone using the park, particularly during extreme weather events.</p> <p>Servicing of the building including the public amenities would require maintenance vehicle access.</p>
Visual Amenity and Open Space	<p>The greatest visual impact would be experienced by people using the oval, Park Lands Trail and adjacent Mann Road (to the east).</p> <p>The visual impact of the building for residents living along MacKinnon Parade would be negligible.</p> <p>The open space to the north of the existing building would be partially retained.</p>	<p>The greatest visual impact would be experienced by people using the oval, Park Lands Trail and adjacent Mann Road (to the east). There maybe some visual impact for residents living at the east end of MacKinnon Parade.</p> <p>The building set back would slightly reduce the visual impact for people travelling along Bundeys Road.</p> <p>The building set back and associated landscaping would impact on the 'open space' to the north of the existing building.</p>

PAC Building Proposal

17. The Adelaide Park Lands Management Strategy (APLMS) identifies the following relevant actions in relation to buildings:
 - 17.1. Ensure buildings are fit for purpose and support multiple Park Lands activities.
 - 17.2. Enhance visitor experience at activity hubs.
 - 17.3. Achieve least possible footprint and floor area whilst ensuring facilities are fit for purpose.
18. The estimated cost of the PAC concept is currently \$2,300,000 and includes removal and remediation of the two existing buildings.



Existing Maintenance Shed



Existing Changerooms with Public Amenities at the rear

19. We have reviewed the building concept against the revised Adelaide Park Lands Building Design Guideline. The following is a summary of our review:
 - 19.1. 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.
 - 19.2. The siting of the building proposed by PAC 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.
 - 19.3. The material palette will age and weather gracefully, remaining appropriate for a building within the Park Lands.
 - 19.4. 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.
 - 19.5. 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.
 - 19.6. The design provides appropriate facilities for the concealed storage of waste.
 - 19.7. The design provides for universal access.
 - 19.8. 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.
 - 19.9. The proposed building floor area of 370sqm results in a total building footprint of 410sqm. The proposed floor plan includes elements that are optional according to the AFL Preferred Facility Guidelines, whilst critical elements such as player amenities are proposed to be undersized.
 - 19.10. Noting the Council Decision to restrict the area of the community/social space to less than the AFL recommended area (75sqm compared with 100sqm), we believe the Council approved building footprint of 375sqm can be achieved while ensuring the building meets the remainder of the AFL guidelines for a local community facility and is fit for purpose in the context of servicing a single oval. A comparison of the proposed and recommended building floor area is shown in Link 4 [here](#).

Access

20. 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.
21. In May 2018, two accessible parking spaces were installed on the north-west edge of Park 9.
22. 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 new path from Bundeys Road is designed to accommodate Council vehicles needed for cleaning the public amenities.
23. 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.
24. No off-street parking is planned for with a removable bollard and swales proposed to control vehicle access and movement.
25. It's recommended that a series of treatments are considered, including extending the swales, planting trees and installing urban elements (bollards and light poles) to ensure vehicles are contained to the permeable path.

Draft Lease Agreement

26. As per the Council Decision of 13 October 2015, we have developed a draft Lease Agreement for Park 9 with a lease/licence term of up to a maximum of 21 years with no further rights of renewal (see **Attachment C**).
27. 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:
 - 27.1. 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.
 - 27.2. 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.
 - 27.3. 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.
28. The PAC Management Plan is shown at **Attachment D**. This standalone document seeks to:
 - 28.1. identify legal entities associated with the new facility (Council, PAC and external hirers).
 - 28.2. document a process for venue hire and reinforce the Permitted Use conditions of the lease agreement.
 - 28.3. address PAC's Code of Conduct, Liquor Licensing conditions, and no-smoking regulations.
29. 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:
 - 29.1. 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.
 - 29.2. 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.

30. Following comments made at the Board meeting on 6 August 2020, we have made amendments to the draft Lease Agreement that was originally tabled. These amendments are detailed below.

Lease Topic	Amendment made to the draft Lease Agreement
6.1 Permitted Use	Strengthened with removal of ... 'without the consent of Council'. Now states... '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'.
6.3 Offensive Activities	Specific examples added to this clause... 'including, but not limited to live entertainment, DJ's or amplified music or speech out of or from the Leased Area'.
10.4 Subletting and hiring out	Distinction made between subletting (ongoing) and hiring out (casual, one-off) with hiring out only permitted during daylight hours.
Item 5 and Item 9 (of the First Schedule) Permitted Use of Leased and Licensed Areas	Clarified timing of post-match activities to now state... 'with functions or events limited to sports related functions or events during and for a period not exceeding one (1) hour immediately following a sporting event'.

Revised Community Land Management Plan

31. 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. This report proposes a revised chapter for Park 9 as shown at **Attachment E**, to ensure consistency with the current Adelaide Park Lands Management Strategy (APLMS).
32. The main differences between the current CLMP for Park 9 and the revised CLMP (this report) are detailed below:

Current CLMP for Park 9	Revised CLMP for Park 9
Includes Bulrush Park/Warnpanga (Park 10) and Mistletoe Park/Tainmuntilla (Park 11)	This CLMP is for Park 9 only
Format consistent with previous CLMP chapters	Format consistent with new CLMP chapters
Kaurna significance and naming recognised	Updated Kaurna statement and additional Kaurna context
In addition to the sporting licensed area, the CLMP recognises a tennis court, 3 on 3 basketball court and petanque piste in Park 9	This CLMP reflects the physical changes that have occurred to Park 9, namely the growth of the activity hub with improved informal recreation opportunities and landscape features (consistent with the APLMS)
General statement about the rationalisation of buildings and upgrade of regional sporting areas	Calls out the replacement of the existing buildings with a new fit for purpose clubroom facility (consistent with the APLMS)
General statement about managing car parking availability on MacKinnon Parade to ensure availability for users of park facilities	Calls out that no parking will be provided on Park 9 and parking is to be managed on surrounding streets to ensure availability for park users

Next Steps

33. Subject to the advice of the Board and approval of Council, we will ask PAC to modify the building concept to reflect the recommendations contained in this report.
34. 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 and the updated building concept. Given the level of detail being consulted on, it's recommended that consultation be conducted for a period of four weeks.
35. Following conclusion of this consultation, the findings will be tabled for consideration by the Adelaide Park Lands Authority and Council.

ATTACHMENTS

Attachment A – 2015 PAC Building Concept approved for consultation

Attachment B – Bunday's Paddock/Tidlangga (Park 9) Sports Building Concept

Attachment C – Draft Lease Agreement for Bunday's Paddock/Tidlangga (Park 9)

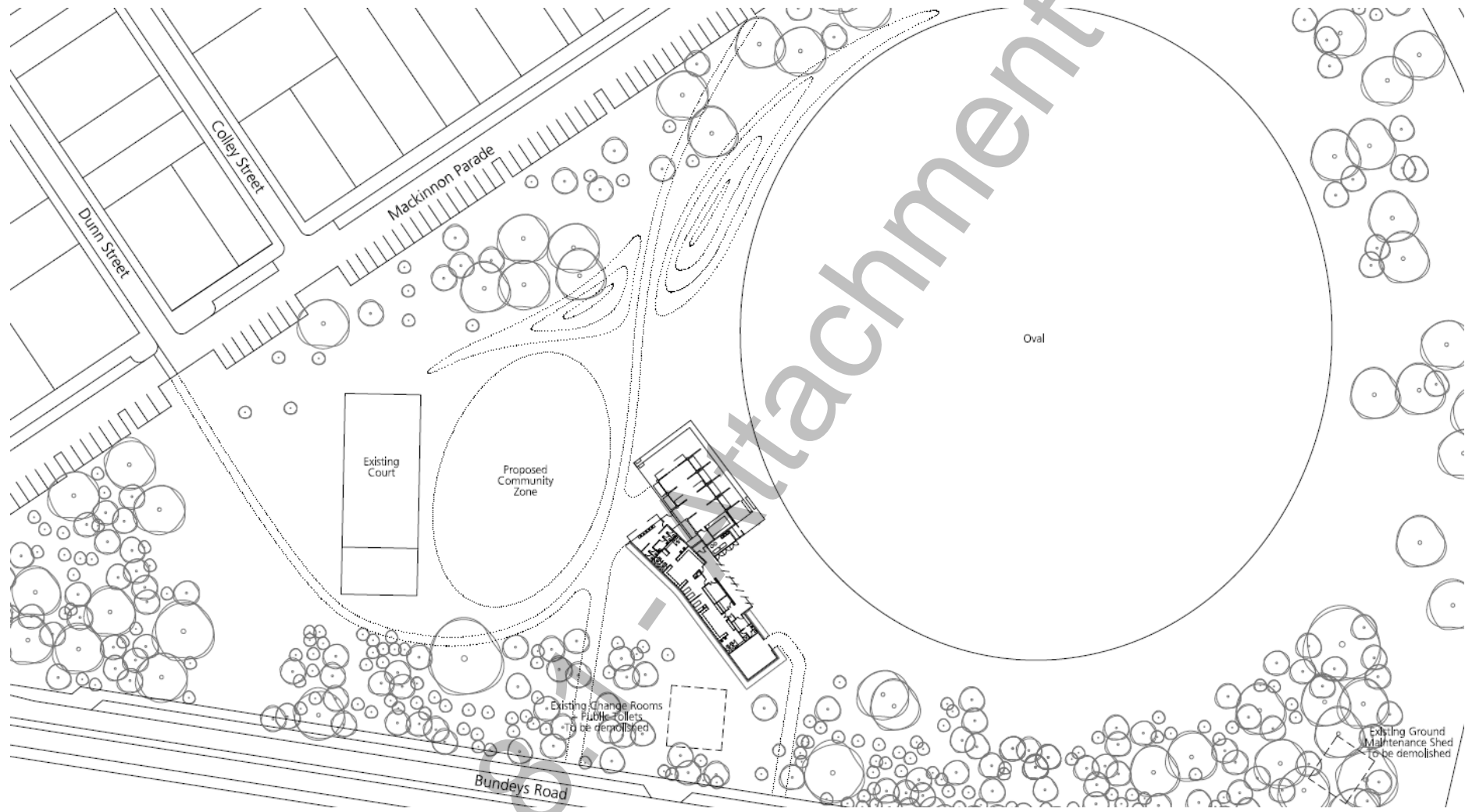
Attachment D – Prince Alfred College Park 9 Management Plan

Attachment E – Draft CLMP Chapter Bunday's Paddock/Tidlangga (Park 9)

- END OF REPORT -

2015 PAC Building Concept – Supported by APLA and Council for Community Consultation









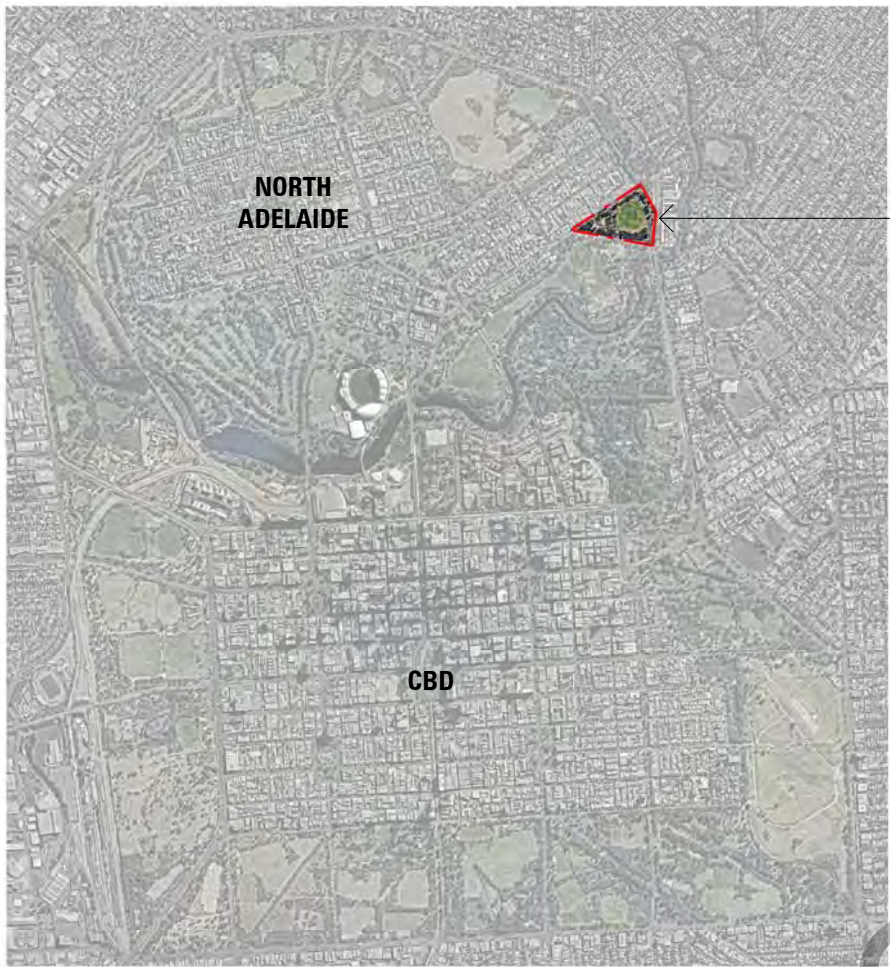
View from East (Oval & Mann Road)



View from North (MacKinnon Parade)

PRINCE ALFRED COLLEGE PARK 9 / TIDLANGGA SPORTS HUB

BUNDEYS ROAD - NORTH ADELAIDE



PARK 9 / TIDLANGGA /
BUNDEYS Paddock

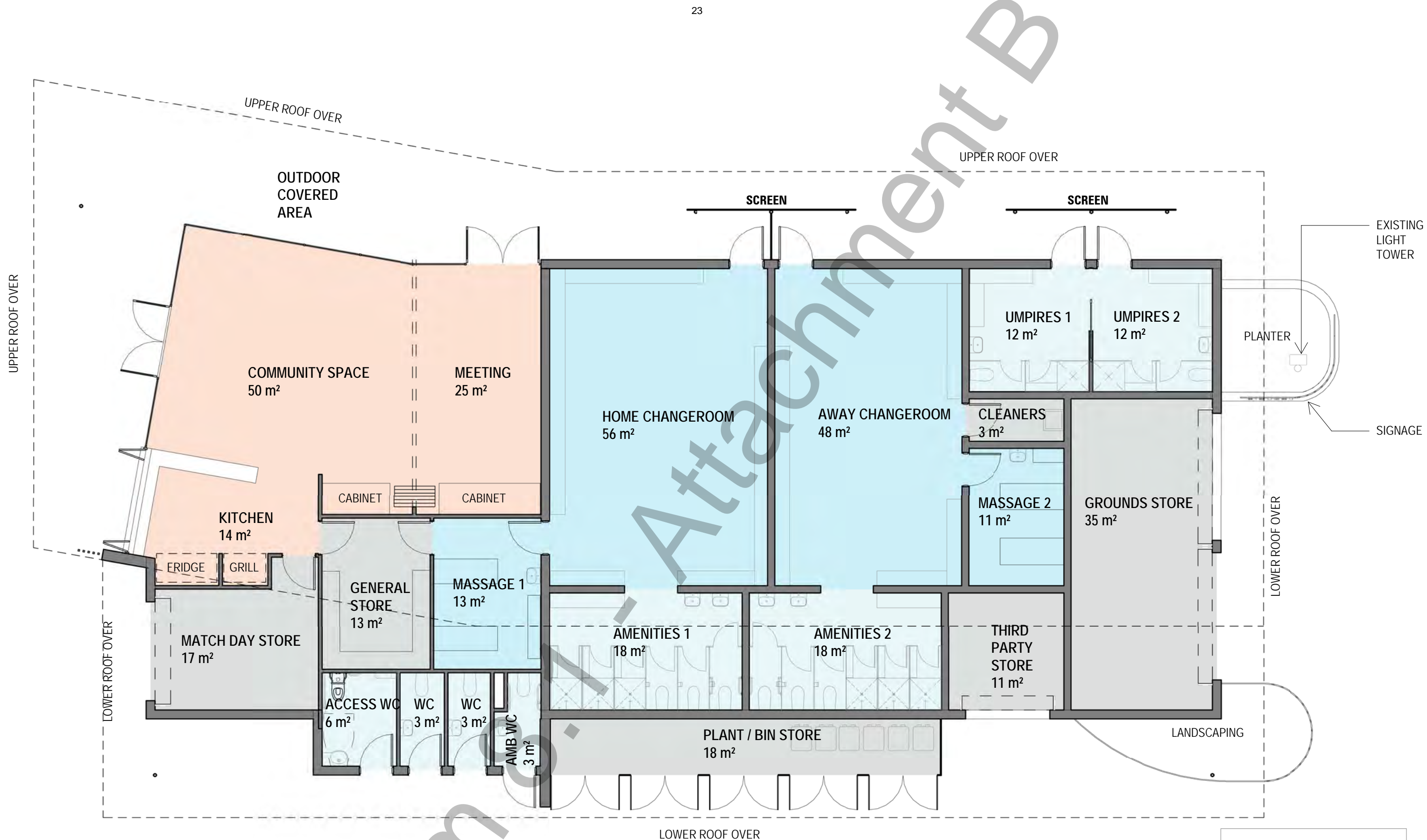


LOCATION PLAN



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





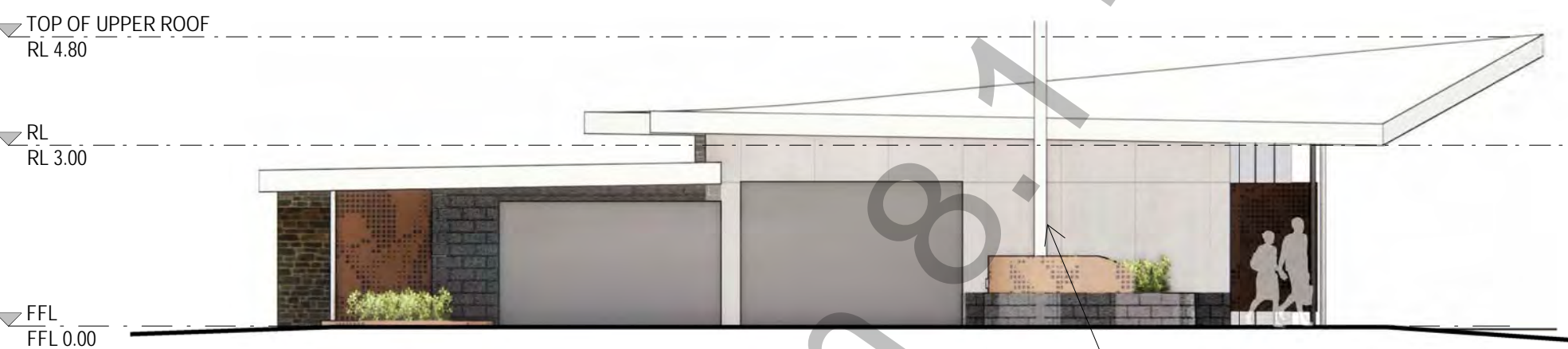
NET FLOOR AREA
370 m ²
BUILDING FOOTPRINT
410 m ²



Item 8.7 - Attachment B

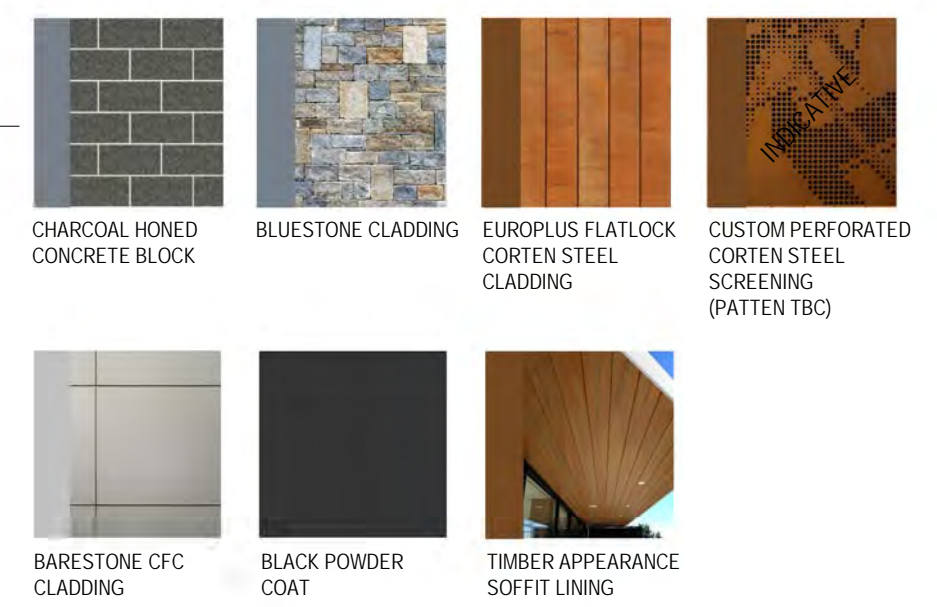


NORTHERN ELEVATION

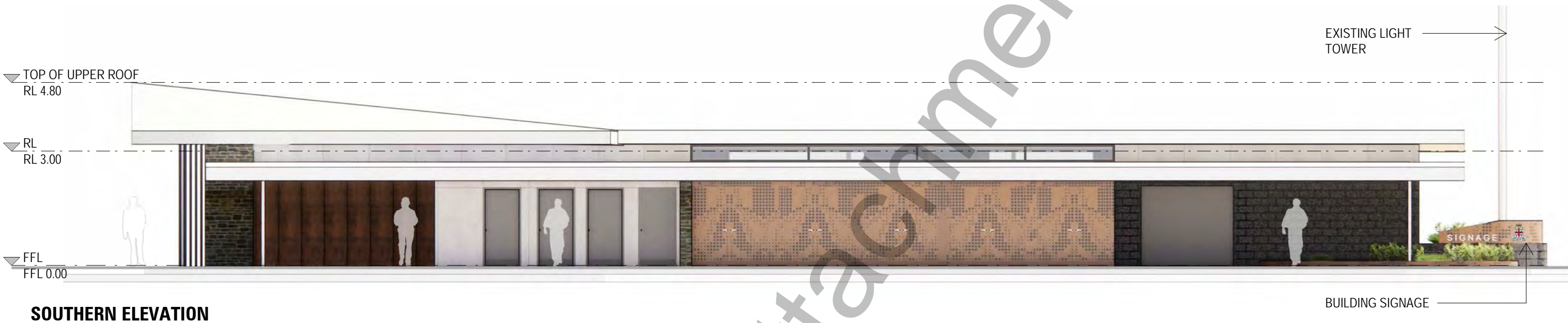


EASTERN ELEVATION

EXTERNAL MATERIALS



Item 9 - Attachment B

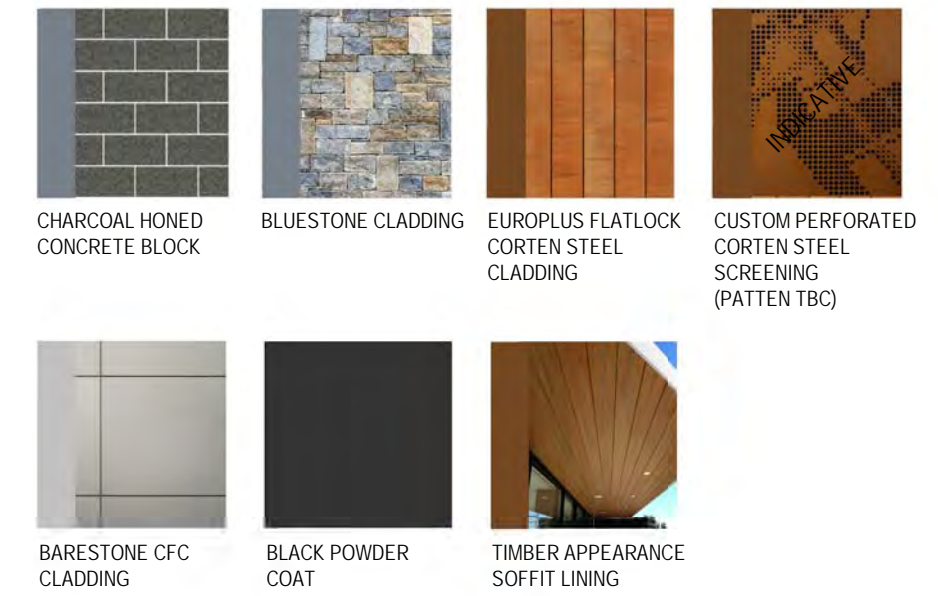


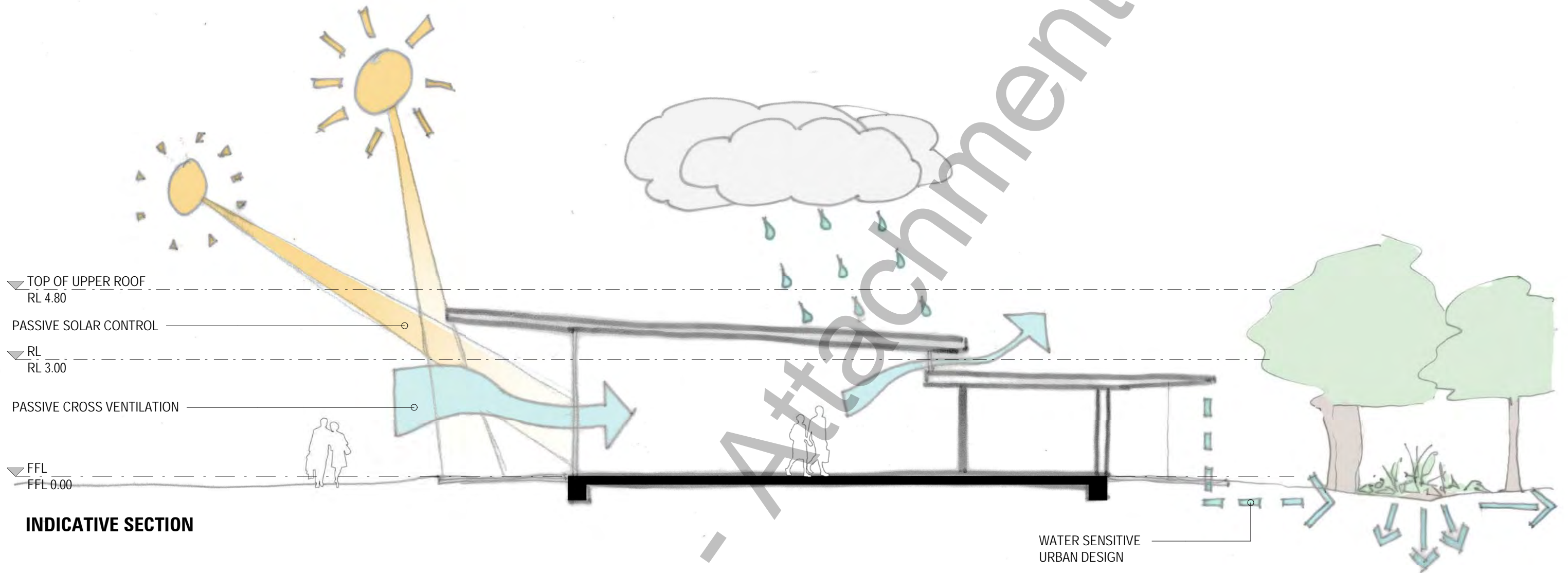
SOUTHERN ELEVATION



WESTERN ELEVATION

EXTERNAL MATERIALS





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

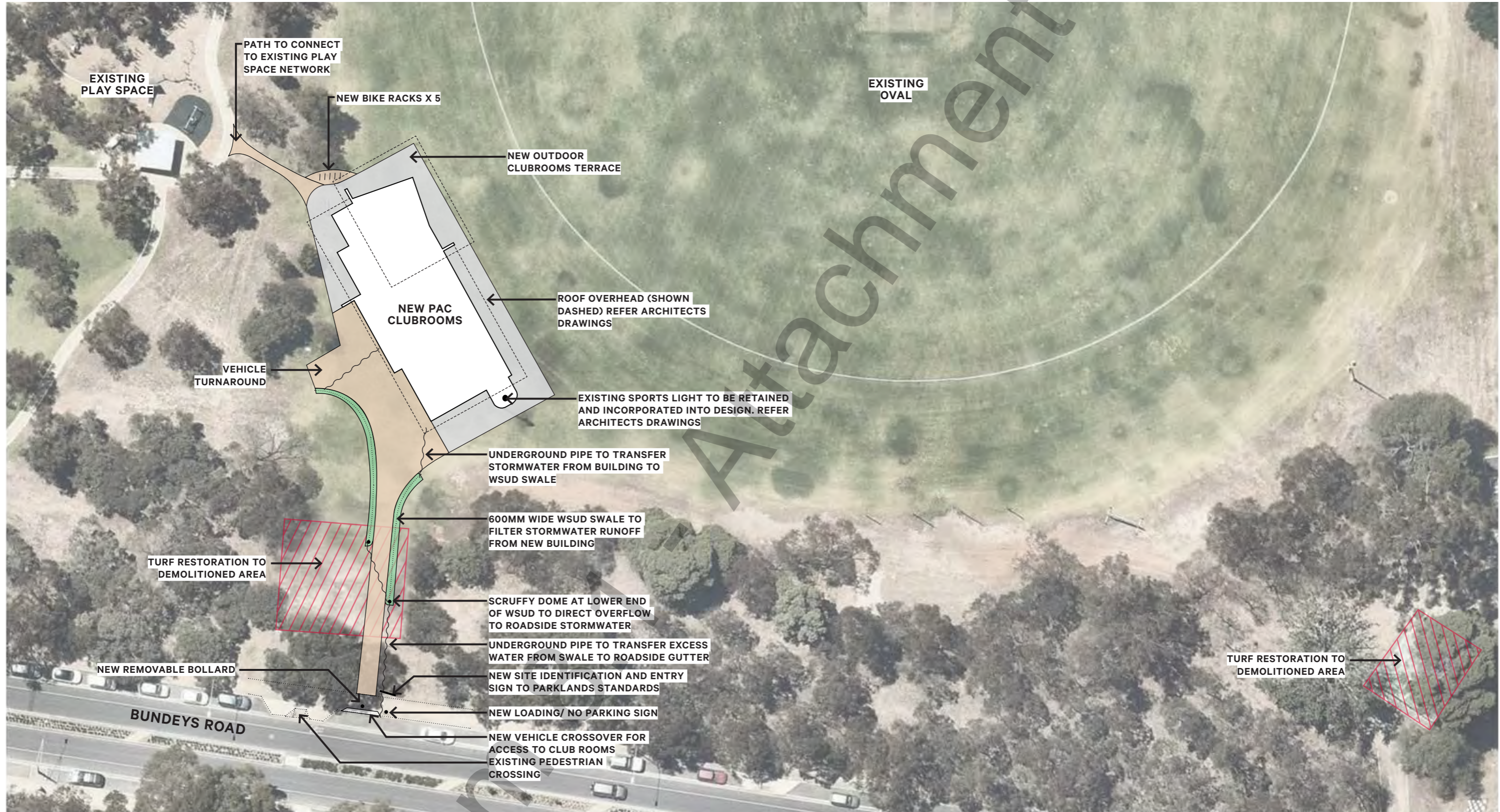
- Use robust, smart paving materials that define outdoor areas and enhance connection to the indoor treatments and finishes.
- Site character that correlates with the recently upgraded Tidlangga Playspace as one.



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 poiformis</i>	Coast Tussock Grass
<i>Cymbopogon ambiguus</i>	Lemon Grass
<i>Dianella revoluta</i>	Black-anther Flax Lily
<i>Lomandra multiflora ssp. 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.

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,

including, but not limited to live entertainment, DJ's or amplified music or speech out of or from the Leased Area; 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, and only hire out the Leased Area during daylight hours.
- 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.

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 period not exceeding one (1) hour 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) 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>Football Season</p> <ul style="list-style-type: none"> - December to March Pre-Season - April to September Season <p>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 period not exceeding one (1) hour immediately following a sporting event).
ITEM 10 Licence Fee	<p>Four Thousand and forty six dollars and forty cents (\$4046.40) (exclusive of GST), paid annually.</p> <p><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></p>
ITEM 11 Special Conditions	<p>1. Payment of Rent</p> <p>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</p> <p>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</p> <p>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 will be responsible for all general maintenance, repair and cleaning (for so long as they remain public toilets).</p> <p>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.</p>

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);
- 7.1.2. is with an insurer approved by Council (acting reasonably);
- 7.1.3. notes the interest of Council (as lessor); and
- 7.1.4. covers events during the policy's currency reported in accordance with the policy's conditions.

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.

8. Facility Management Plan

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.

8.2 Any amendments to the Management Plan will require the consent of Council.

NOTE:

Other special conditions may be inserted into this lease which mirror Development Approval conditions and will be considered once Development Approval has been granted.

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 C

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 C

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 C



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.

BUNDEY'S PADDOCK TIDLANGGA

Park 9

Draft Adelaide Park Lands
Community Land Management Plan

November 2020



DOCUMENT PROPERTIES

Record Details

HPRM Reference: ACC2020/149903

HPRM Container: 2015/00666

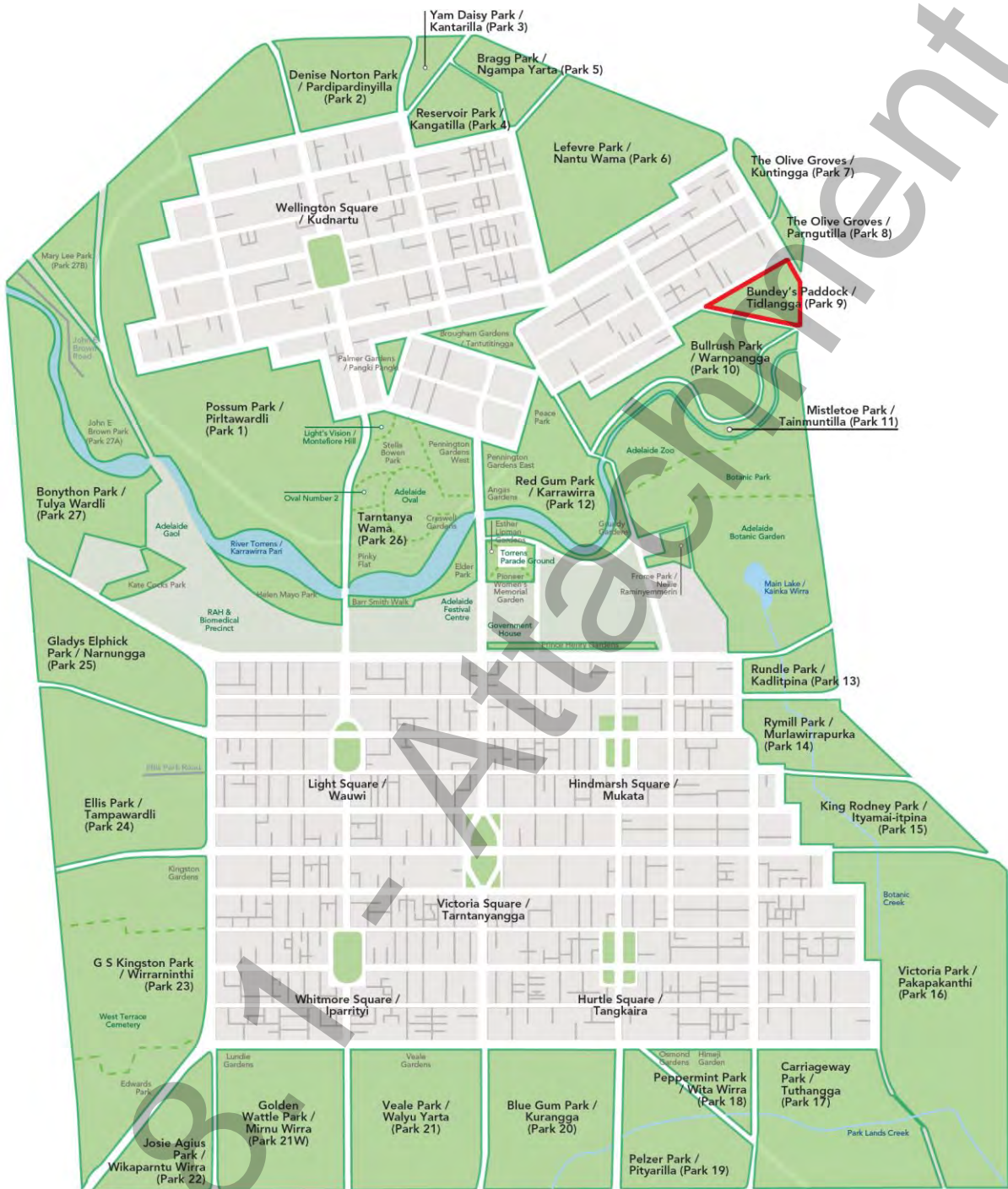
Item 8.1 - Attachment E

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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

The Kurna people have lived on the Adelaide Plains for thousands of years and continue to live here.

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

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

3. HISTORICAL CONTEXT FOR PARK 9

Pre-settlement cultural landscape significance

The City of Adelaide is working closely with Kurna Elders to undertake cultural mapping across the Adelaide Park Lands. The outcomes of this project will ensure that any sites of Kurna 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.

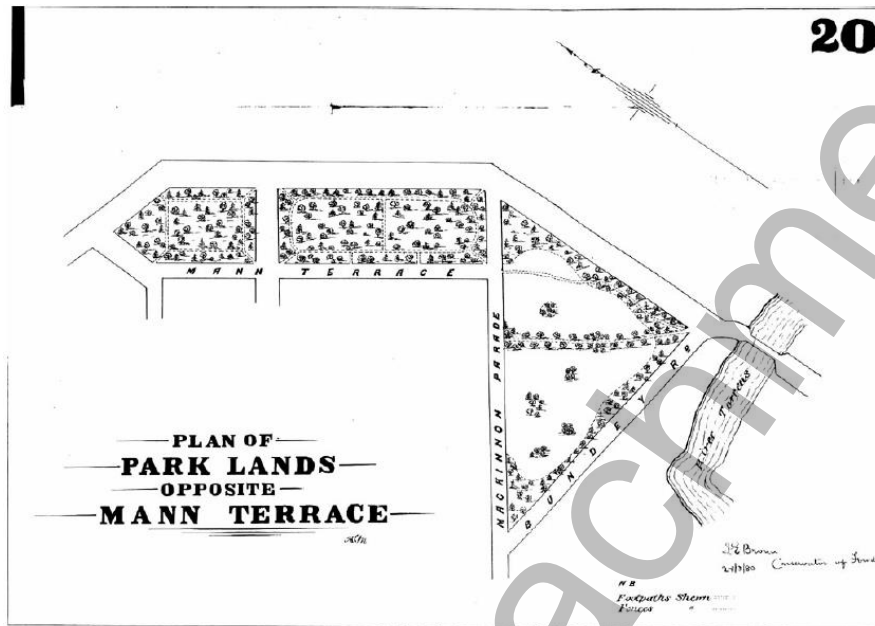
From the 1850s the Park was used for grazing and firewood collection before ground levelling works were undertaken 1914 to enable the development of sporting ovals and fields.



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:

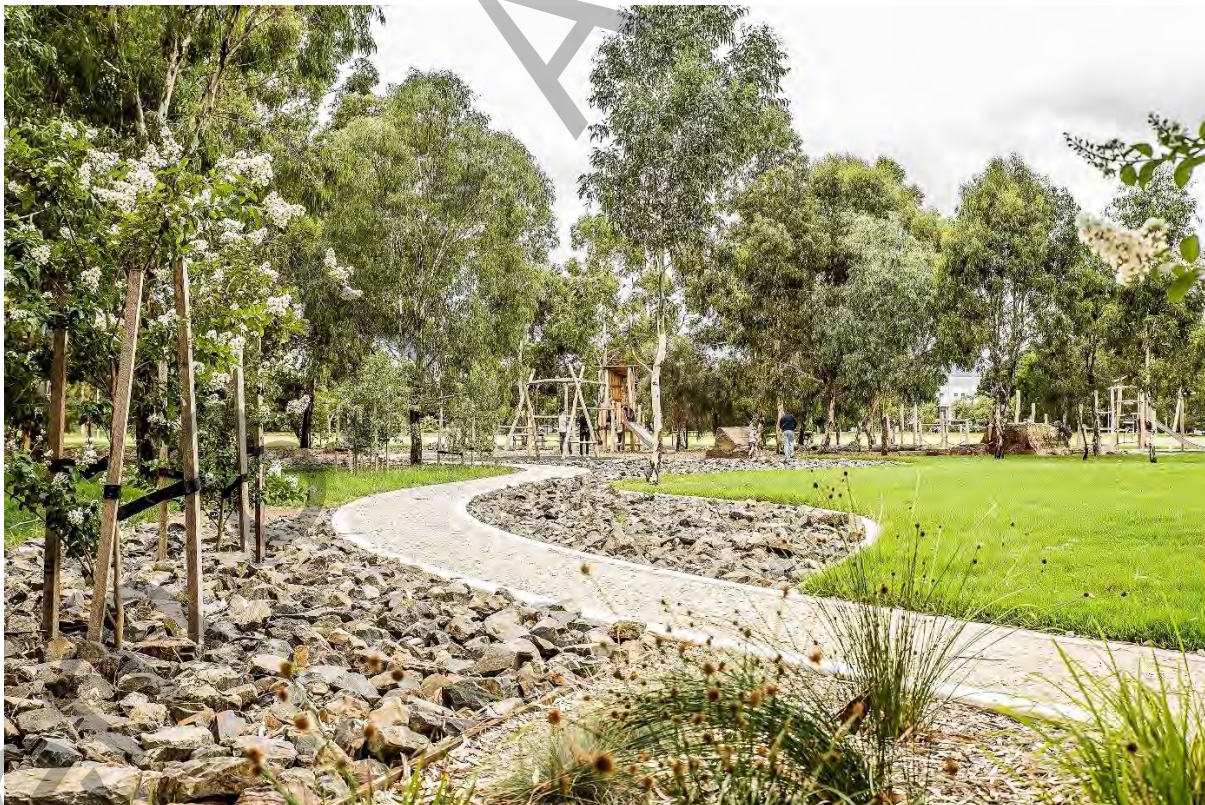
- **Aleppo Pine and River Red Gum grove** – grove of trees on the corner of Mackinnon Terrace and Bundeys Road of strong visual presence.
- **Tree plantation** – a group plantation of Sugar Gum, Moort, Melaleuca spp., Callistemon viminalis, and River She Oak in the northern section boundary of Mann Road.
- **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

Draft Community Land Management Plan

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 Kurna people managed the Adelaide Park Lands for thousands of years understanding that open spaces are very important for living on the Adelaide Plains. Many Kurna believe that Light's vision and designs were based on these understandings taken from the Kurna and the way they had managed the Park Lands and more broadly the Adelaide Plains.

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 Kaurna cultural heritage significance in the park as outcomes of the Kaurna 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 fit for purpose local community sport clubroom facility. The facility should include accessible public amenities to support use of the park.

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 period not exceeding one (1) hour 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 Kaurna and non-Kaurna 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 and no unauthorised vehicles are permitted 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.

Strategic Plan for Adelaide Park Lands Authority

ITEM 8.2 05/11/2020
Adelaide Park Lands Authority

Program Contact:
 Martin Cook, APLA Executive
 Officer 8203 7686

2018/00283
 Public

Approving Officer:
 Klinton Devenish, Director Place

EXECUTIVE SUMMARY

Pursuant to its Charter, the Adelaide Park Lands Authority is required to:

- Prepare a Strategic Plan, with an operational period of no less than four years, which
 - Links the core business activities of the Authority to the relevant Council and State strategic, operational and organisational requirements as they relate to the Adelaide Park Lands
 - Includes supporting financial projections setting out the estimates of revenue and expenditure as necessary for the period.
- Consult with and receive approval from the Council prior to adopting or amending the Strategic Plan
- Review the Strategic Plan annually in consultation with the Council.

This report facilitates consideration and adoption of a draft Strategic Plan for presentation to Council.

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY:

1. Contingent upon consultation and receipt of Council approval, adopts the draft Strategic Plan, as included in Attachment A to Item 8.2 on the Agenda of the meeting of the Board of the Adelaide Park Lands Authority held on 5 November 2020.

IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	Not as a result of this report
Policy	Not as a result of this report
Consultation	While Council approval is required, public or Ministerial consultation is not required.
Resource	Not as a result of this report
Risk / Legal / Legislative	As presented, the draft Strategic Plan meets the requirement of the Authority's Charter.
Opportunities	To identify how the Authority will address its functions, powers and duties.
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 Strategic Plan is required to have an operational period of four years and be reviewed annually in consultation with Council.
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

1. The Adelaide Park Lands Authority's new Charter came into effect in April 2019 with the following new requirement for a Strategic Plan.

'7.4 Strategic Plan

7.4.1 The Authority shall:

 - (a) *prepare a Strategic Plan, with an operational period of no less than four (4) years, linking the core business activities of the Authority to the relevant Council and State strategic, operational and organisational requirements as they relate to the Adelaide Park Lands with supporting financial projections setting out the estimates of revenue and expenditure as necessary for the period.*
 - (b) *consult with and receive approval from the Council prior to adopting or amending the Strategic Plan and once approved by the Council that Strategic Plan becomes the current Strategic Plan for the Authority.*
 - (c) *review the contents of the then current Strategic Plan annually in consultation with the Council.'*
2. The purpose of a strategic plan is to set priorities and focus energy and resources to facilitate the Board working toward common goals.
3. The Authority has developed the draft strategic plan, **Attachment A**, while focussing on the Authority's Functions and the statutory principles shown in Link 1 [here](#) provided in the *Adelaide Park Lands Act 2005 (SA)*. In doing so, the Authority has identified:
 - (a) A clear purpose
 - (b) Essential guiding principles
 - (c) Governance measures
 - (d) Four bodies of focussed work with key actions and measures of success, namely:
 - 3.d.1. Promoting the cultural values of the Park Lands
 - 3.d.2. Improving the community's connection with the natural and cultural landscapes
 - 3.d.3. Treating the Park Lands holistically, with a long-term vision
 - 3.d.4. Functioning as a peak advisory body
 - (e) A range of information tools it requires in order to carry out its work.
4. The draft Strategic Plan has been designed to sit comfortably on an A3 sized page to maximise readability.
5. The four areas of work identified in the draft Strategic Plan have no additional financial implications for the Authority's current Business Plan and Budget and are capable of being carried out within the existing financial resources provided to the Authority by the City of Adelaide.

ATTACHMENTS

Attachment A – Draft Strategic Plan (2020-2025) for the Adelaide Park Lands Authority

- END OF REPORT -



The Adelaide Park Lands are the largest inner urban park system in Australia. Nationally Heritage listed for their unique design - **they are the city's lungs, backyard, playground, meeting space and more. They are there for everyone to enjoy, enhancing physical and mental well-being and they secure Adelaide's place as one of the planet's most liveable cities.**

Purpose

To conserve and enhance the environmental, cultural, recreational and social **importance** of the Adelaide Park Lands

Guiding Principles

- Preserve and strengthen the integrity of the Adelaide Park Lands
- Promote the values of the Park Lands – as **Adelaide's** defining feature, and an internationally unique asset
- **Contribute to the delivery of The City of Adelaide's Strategic Plan and vision, and the State Government's 30-year plan for Greater Adelaide**

Governance

- Maximise utilisation of skills, knowledge and enthusiasm of the Board through effective meetings **that** foster dialogue and the development of shared thinking
- Develop a high level **of** knowledge **and** understanding of the Park Lands amongst Members through regular site visits and briefings
- Seek early input into issues relating to the Park Lands to ensure APLA's advice is timely and relevant.
- Monitor developments subsequent to APLA advice
- Advocate for the value of APLA as a **proactive**, accountable, independent, skills-based **board** that **advises on** Park Lands **management and protection**

Culture	Environment	Management and Protection	Advice
Promote the cultural values of the Park Lands including Kaurna, heritage and wellbeing	Improve community connection with the natural and cultural landscape of the Park Lands	Treat the Park Lands holistically with long term vision	Function as the peak advisory body for policy, development, heritage & management of the Park Lands
Key Actions	Key Actions	Key Actions	Key Actions
1.1 Make Kaurna culture intrinsic to everything we do 1.2 Assist with Kaurna cultural mapping 1.3 Advocate for the featuring of the Adelaide Park Lands in Designed for Life, South Australian Tourism Commission and other promotional campaigns 1.4 Host an annual community forum 1.5 Support the development of World Heritage listing nomination	2.1 Define, protect and enhance landscape values and design qualities 2.2 Provide advice in relation to tree canopy cover, biodiversity and environmental sustainability and improvements 2.3 Regularly review River Torrens water quality, amenity and activation 2.4 Increase the accessibility of information	3.1 Review and improve the Adelaide Park Lands Management Strategy which includes prioritisation of projects 3.2 Review of provisions to influence the Planning and Design Code including National Heritage overlay 3.3 Review the City of Adelaide Community Land Management Plan and in preparation of State Government Management Plans 3.4 Advocate for State Heritage Listing	4.1 Provide advice on plans, projects and policies for the Adelaide Park Lands 4.2 Engage with City of Adelaide and State Government including input into the Riverbank Masterplan (Karrawirra) 4.3 Review leasing and licensing and event management policies together with other relevant Park Lands use policies 4.4 Strengthen APLA's engagement with City of Adelaide, State Government and adjoining Councils
Measures of Success	Measures of Success	Measures of Success	Measures of Success
<ul style="list-style-type: none"> ▪ Each matter that comes before the Board considers Kaurna culture ▪ Kaurna Cultural mapping used to inform APLA considerations ▪ Increased promotion of Park Lands in all tourism campaigns (City of Adelaide, South Australian Tourism Commission etc) ▪ 1 public forum held per year ▪ Support tentative world heritage listing submission—end of 2021 	<ul style="list-style-type: none"> ▪ Conduct a landscape review to inform the next Adelaide Park Lands Management Strategy ▪ Develop a better understanding of environmental values and trends ▪ Board Members are well informed through regular updates ▪ Regular online Park Lands updates (inclusive of events, trends, gardens & botanical features and items dealt with at APLA) 	<ul style="list-style-type: none"> ▪ An updated Adelaide Park Lands Management Strategy in a easy to use format with a series of (measurable and achievable) prioritised projects ▪ Adelaide Park Lands Management Strategy informs Planning and Design Code and related policy for the Park Lands ▪ Advice sought and provided for the preparation by the State Government of management plans for areas of Park Lands controlled by State Government ▪ State Heritage listing achieved 	<ul style="list-style-type: none"> ▪ Advice of APLA is endorsed and adopted ▪ Senior State Government Officers/ consultants engage with APLA on Riverbank Masterplan (Karrawirra) ▪ APLA initiates a policy review where deemed necessary ▪ Meetings with adjoining Councils to discuss Adelaide Park Lands Management Strategy and other current Park Lands usage related policy

Data and Insights: Request data to provide understandings and insights to assist with decision making

- | | | | |
|--|---|---|--|
| <ul style="list-style-type: none"> ▪ Kaurna Cultural Mapping ▪ Use of Park Lands ▪ Wellbeing dashboard ▪ Cultural tours ▪ Attendances and visitation ▪ Community wants and needs | <ul style="list-style-type: none"> ▪ Heat mapping ▪ Biodiversity ▪ Mapping of carbon abatement sequestration ▪ Landscape changes and sustainability ▪ Metrics relating to % of tree canopy | <ul style="list-style-type: none"> ▪ Net Gain/loss of Park Lands ▪ Extent of Leases and licences ▪ Built form and building footprints ▪ Changes in use ▪ How the Park Lands have developed and changed | <ul style="list-style-type: none"> ▪ Projects & policies assessed and recommended by APLA ▪ Mapping of projects and investment |
|--|---|---|--|

Draft Community Land Management Plan: General Provisions

ITEM 10.1 05/11/2020
Adelaide Park Lands Authority

2019/01693
Public

Approving Officer:
Klinton Devenish, Director Place

EXECUTIVE SUMMARY

This report seeks support of the draft General Provisions of the Community Land Management Plan (CLMP) for the Adelaide Park Lands.

The General Provisions form the introductory section to the CLMP, replacing the 'Framework' chapter of the existing (2013) CLMP. They provide background to the Park Lands and the planning context, outline how the CLMP is structured, address general provisions of the CLMP and set out a number of Park Lands-wide statements which either reinforce existing policy or represent a proposed policy position on an issue.

In order to provide clarity for dog owners and a safe and comfortable environment for all park visitors, the General Provisions also propose areas of the Park Lands where dogs would be required to be on leash by resolution under Council's *Dogs By-Law 2018*.

Each subsequent section of the CLMP dealing with individual parks, groups of parks or part parks should be read in conjunction with the General Provisions.

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Supports the General Provisions of the Adelaide Park Lands Community Land Management Plan as per Attachment A to Item 10.1 on the Agenda for the meeting of the Adelaide Park Lands Authority held on 5 November 2020, being released for statutory consultation.
2. Supports the areas of the Park Lands where dogs must be on leash as shown in Attachment B to Item 10.1 on the Agenda for the meeting of the Park Lands Authority held on 5 November 2020.

IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	The draft General Provisions of the Community Land Management Plan (CLMP) are consistent with the APLMS.
Policy	The General Provisions will update the Framework chapter of the existing CLMP. This section was last reviewed in 2013.
Consultation	Subject to Council approval and consultation with the Minister responsible for the <i>Adelaide Park Lands Act 2005 (SA)</i> , the General Provisions of the CLMP will be released for community and stakeholder engagement for a minimum period of 21 days.
Resource	Not as a result of this report
Risk / Legal / Legislative	Legal review of the draft General Provisions to the CLMP has been undertaken.
Opportunities	Not as a result of this report
20/21 Council Budget Allocation	Approximately \$3,000 for advertising of the community consultation. An audit will be required to determine the total cost of updating existing Park Lands signage relating to dog management as required under the <i>Dogs By-Law 2018</i> .
Proposed Council 21/22 Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	This CLMP will be due for review in five years
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

- The purpose of this report is to seek support of the draft General Provisions of the Community Land Management Plan (CLMP) for the Adelaide Park Lands, prepared in accordance with the *Local Government Act 1999 (SA)* (LG Act) and relevant provisions of the *Adelaide Park Lands Act 2005 (SA)* (APL Act) (**Attachment A**).

Review of the Adelaide Park Lands Community Land Management Plan

- Under section 196(1)(a) of the LG Act the Adelaide Park Lands is community land and therefore the City of Adelaide (CoA) is required to prepare and adopt a management plan.
- The APL Act stipulates that this CLMP must be consistent with the Adelaide Park Lands Management Strategy (APLMS) and that it should be reviewed at least once every five years.
- The management plans for each park, group of parks or part parks are being progressively updated in line with legislative requirements to ensure alignment with the APLMS and current plans and policies.

General Provisions

- The draft General Provisions replace the Framework chapter of the existing (2013) CLMP (Link 1 view [here](#)) incorporating similar content in terms of:
 - The planning and legislative content.
 - An outline of the way the CLMP is structured.
 - Identification of the land to which the CLMP applies.
 - Purpose for which the land is held.
 - Specific information on Council's policies for the granting of leases and licences.
- In addition, the draft General Provisions provide statements of Kauria and landscape cultural significance and an overview of the objectives, policies, and proposals for management of the Park Lands.
- To avoid repeating information in park specific sections of the CLMP, Park Lands-wide statements which apply to all areas are incorporated into the draft General Provisions. These policy statements either reinforce existing policy or represent a proposed policy position on an issue.

Focus of Park Lands-wide statement	Reinforces existing policy	Proposes a policy position	Comment
7.1. Landscape	✓		Curating a distinct landscape character for each park is consistent with the APLMS.
7.2. Biodiversity	✓		Protection and enhancement of the biodiversity of the Park Lands including water courses and areas of remnant vegetation is consistent with the Integrated Biodiversity Management Plan 2018-2023.
7.3. Olive Management	✓		Care and maintenance of the historically significant olive groves, small stands and individual trees reflects the policy considerations of Council's Olive Management Plan.
7.4. Beehives		✓	It is proposed that beehives are not permitted to be placed anywhere in the Park Lands due to the potential threat to the native bee population.
7.5. Lighting	✓		Lighting of key paths and activity areas to encourage use and improve safety is consistent with the APLMS.
7.6. Access	✓		That the Park Lands are held for public benefit, generally available for use and enjoyment of all is one of the statutory principles of the <i>Park Lands Act 2005</i> .
7.7. Park Lands Trail	✓		Enhancement of the Park Lands Trail is consistent with the APLMS.
7.8. Views & Vistas	✓		Ensuring important views and vistas to the skyline, hills and city are maintained reinforces National Heritage Values.

7.9. Public Art & Memorials	✓		Providing opportunities for the development of permanent and temporary public artworks and memorials across the Park Lands is consistent with the APLMS.
7.10. Interpretative Signage	✓		Use of signage to help build community awareness and understanding of sites of cultural and environmental value is consistent with the APLMS.
7.11. Car parking	✓		Providing car parking on or adjacent to the Park Lands only where there is a demonstrated need and no reasonable alternative is consistent with the APLMS.
7.12. Use of Metal Detectors		✓	It is proposed that metal detectors are not permitted to search for and dig up objects. However, they may be used to search for items on the ground surface (such as coins) where there is no disturbance to the soil or surrounding flora and fauna.
7.13. Dog Management		✓	To make any area on-leash, Council must make a resolution under Council's <i>Dogs By-Law 2018</i> . It is proposed that dog on leash areas be declared under Council's <i>Dogs By-Law 2018</i> to provide clarity to dog owners and to ensure a safe and comfortable environment for all Park Land visitors.

8. The remainder of the CLMP is structured to provide specific background and planning information for individual parks, groups of parks or part parks, each of which should be read conjunction with the General Provisions. These sections of the CLMP dealing with individual parks will address:

- 8.1. The objectives, performance targets and measures.
- 8.2. Any arrangements or restrictions on public use of or movement through the park.

Dog Management

9. Dogs are able to be exercised throughout the Adelaide Park Lands, provided this activity is consistent with Council's *Dogs By-Law 2018* (Link 2 view [here](#)).
10. The *Dog and Cat Management Act 1995* (SA) allows dogs to be exercised off-leash anywhere in the Park Lands (except to any extent a Council resolution made in accordance with the Council's *Dogs By-Law 2018* provides differently) provided the dog remains under effective control.
 - 10.1. 'Effective control' means the person is controlling the dog by command and the dog is in close proximity to the person and the person is able to see the dog at all times.
11. Council's *Dogs By-Law Act* stipulates that dogs must be on-leash in any:
 - 11.1. park when organised sport is being played; or
 - 11.2. enclosed Children's Playground or if a Children's playground is not enclosed land within five metres of children's playground equipment.
12. Council's *Dogs By-Law 2018* also provides for Council to resolve that certain Local Government or Public Places be dog free or dog on leash areas.
13. In order to declare an area on-leash, Council must make a resolution under this By-Law. To date, no such resolution(s) has been made, meaning that technically dogs may be off-leash anywhere in the Adelaide Park Lands apart from playgrounds and areas where sport is being played.
14. In order to provide clarity, the Park Lands have been assessed to determine those areas of the Park Lands where dogs:
 - 14.1. May be off-leash at all times provided the dog remains under effective control.
 - 14.2. Must be on-leash at all times.
 - 14.3. Must be on leash at the following designated times:
 - 14.3.1. Between 10:00am and 6:00pm during non-daylight savings periods.
 - 14.3.2. Between 10:00am and 8:00pm during daylight savings periods.
 - 14.4. Are not permitted at any time.

15. This assessment was based on:
 - 15.1. The level and type of recreational activity, particularly those involving families with children.
 - 15.2. Pedestrian and cyclist movements through the park.
 - 15.3. The presence of wildlife (such as along the riverbank).
 - 15.4. The nearby depasturing or agistment of horses.
 - 15.5. Park size and proximity to high traffic areas (such as the squares).
16. The proposed on/ off-leash areas are indicated on the map in Appendix D to the General Provisions.
 - 16.1. Notification of the application of the relevant provisions of the Dogs By-Law 2018, once endorsed by Council, will be posted in the Adelaide Advertiser.
 - 16.2. An education/ marketing campaign will be run to ensure that dog owners are aware of any changes as to where and when they may exercise their dogs in the Adelaide Park Lands.
17. As required under the Dogs By-Law 2018, all on-leash areas and areas where dogs are not permitted at any time will be denoted by signs and information will be provided on Council's website. Maps will also be available through the Customer Centre.
 - 17.1. An audit will be required to determine the total cost of updating existing Park Lands signage relating to dog management.
 - 17.2. This could occur in stages, whereby those parks where there is the most significant change to dog on/off leash arrangements would be updated first.

Next Steps

18. Legal advice has confirmed that this approach meets the overarching statutory requirements.
19. Subject to consideration by the Board and agreement between Council and the Minister, the draft General Provisions will be released for community and stakeholder consultation.
20. The results of the consultation will be tabled for consideration by the Adelaide Park Lands Authority and Council.

ATTACHMENTS

Attachment A – Draft General Provisions of the Adelaide Park Lands Community Land Management Plan

Attachment B – Dog Management Map

- END OF REPORT -

GENERAL PROVISIONS

Adelaide Park Lands
Community Land Management Plan

November 2020



DOCUMENT PROPERTIES

Contact for enquiries

If you have any questions regarding this document, please contact:

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Figure 1: Map of the Adelaide Park Lands

ABOUT THIS COMMUNITY LAND MANAGEMENT PLAN

The Adelaide Park Lands (figure 1) is community land under the *Local Government Act 1999* (LG Act), and the City of Adelaide (CoA) is required under section 196(1)(a) of that Act to prepare and adopt a management plan for the land. This document is the community land management plan (CLMP) for the Adelaide Park Lands, prepared in accordance with the LG Act and relevant provisions of the *Adelaide Park Lands Act 2005* (APL Act).

This CLMP sets out objectives, policies and proposals for management of the Adelaide Park Lands, states performance targets and measures, provides information on any restrictions to public use or movement through the Park Lands, and includes specific information on relevant policies for the granting of leases and licences.

This plan is consistent with the Adelaide Park Lands Management Strategy 2015–2025, which sets out a detailed vision for the future management and enhancement of the Adelaide Park Lands.

How to use this plan

This plan is structured into parts to facilitate planning and make it easier for users to access information.

The General Provisions provide background to the Park Lands and the planning context, address general provisions of the CLMP, and provide other relevant Park Lands-wide information.

The remainder of the CLMP is structured to provide specific background and planning information for individual parks, groups of parks or part parks. Each of these sections should be read in conjunction with the General Provisions.

Figure 2 shows how this CLMP is structured. To access specific information on a park or group of parks, consult this map. The grouping of individual parks for CLMP purposes is based on a number of considerations, particularly the significance or complexity of the planning issues involved.

The General Provisions together with specific park sections meet the legislative requirements for the CLMP.

Parts of this CLMP are likely to be amended over time and parks may be grouped differently in future revisions. For all parks, the most recent version of the CLMP adopted by Council for that park should be considered the current CLMP.



- Park names & numbers**
- | | | | |
|---|---|---|---|
| 1 Possum Park / Piltawardli (Park 1) | 10 Bullrush Park / Warnpangga (Park 10) | 19 Pelzer Park / Pityanilla (Park 19) | 26 Tarntanya Wama (Park 26) |
| 2 Denise Norton Park / Pardipardinnyilla (Park 2) | 11 Mistletoe Park / Talmuntilla (Park 11) | 20 Blue Gum Park / Kurangga (Park 20) | 27 Bonython Park / Tulya Wardli (Park 27),
Kate Cocks Park & Helen Mayo Park |
| 3 Yam Daisy Park / Kantallilla (Park 3) | 12 Red Gum Park / Karrawirra (Park 12) | 21 Veale Park / Walyu Yarta (Park 21) | 27A John E Brown Park (Park 27A) |
| 4 Reservoir Park / Kangatilla (Park 4) | 13 Rundle Park / Kadltpina (Park 13) | 21W Golden Wattle Park / Mirnu Wilra (Park 21W) | 27B Mary Lee Park (Park 27B) |
| 5 Bragg Park / Ngmapa Yarta (Park 5) | 14 Rymill Park / Murlawirapurka (Park 14) | 22 Josle Aglus Park / Wilkaparntu Wilra (Park 22) | 28 Palmer Gardens / Pangki Pangki (Park 28) |
| 6 Lefevre Park / Nantu Wama (Park 6) | 15 King Rodney Park / Ityama-ltpina (Park 15) | 23 G S Kingston Park / Wilrarninlhi (Park 23) | 29 Brougham Gardens / Tantutittingga (Park 29) |
| 7 The Olive Groves / Kuntingga (Park 7) | 16 Victoria Park / Pakapakanthi (Park 16) | 24 Ellis Park / Tampawardli (Park 24) | |
| 8 The Olive Groves / Pangutilla (Park 8) | 17 Carriageway Park / Tuthangga (Park 17) | 25 Gladys Elphick Park / Nainungga (Park 25) | |
| 9 Bunday's Paddock / Tidlangga (Park 9) | 18 Peppermint Park / Wita Wilra (Park 18) | 26 Adelaide Oval Precinct (Part of Park 26) | |
- R River Torrens / Karrawirra Park

Figure 2: Adelaide Park Lands CLMP structure

1. THE ADELAIDE PARK LANDS

Description

The Adelaide Park Lands system represents over 900 hectares of open parks and squares with diverse cultural, recreational and natural values and uses. Today's Park Lands are based on those laid out in Colonel William Light's Adelaide Plan in 1837 and are very important to the identity of Adelaide and South Australia.

The Park Lands are managed by CoA and the South Australian Government; this CLMP covers those areas managed by CoA.

Kaurna cultural significance

The Kaurna have lived on the Adelaide Plains for thousands of years and continue to live here.

They have managed the Adelaide Park Lands understanding that open spaces are very important for living on the Adelaide Plains. Many Kaurna believe that Light's vision and designs were based on this understanding and the way they had managed the Park Lands and more broadly the Adelaide Plains.

Cultural landscape significance

The Park Lands have undergone continuous change since colonisation and contain many areas and landmarks of cultural heritage significance. To document how the landscape has been altered and influenced since European settlement and to assist in identifying and managing important areas and landmarks, CoA commissioned a [Cultural Landscape Assessment](#), produced by Dr David Jones in 2007. Although there have been substantial changes in many parts of the Park Lands since this was produced, it remains an important collation of knowledge up to 2007 and has informed the preparation of this plan.

2. IDENTIFICATION OF THE LAND

Under section 196(3)(a) of the LG Act, a CLMP must identify the land to which it applies. Under section 196(9), 'Adelaide Park Lands' means the Adelaide Park Lands under the APL Act, and this is known as the [Park Lands Plan](#).

State-managed areas are excluded from this CLMP, although equivalent requirements for State authorities to develop a management plan apply under section 20 of the APL Act.

3. PURPOSE FOR WHICH THE LAND IS HELD

Under section 196(3)(b) of the LG Act, a CLMP must state the purpose for which the land is held.

The following purpose has been derived from statutory principles (b), (c) and (d) from the APL Act (see Appendix C for the full list of these principles).

The purpose for which the Adelaide Park Lands is held is to provide benefit to the people of South Australia by being publicly accessible and supporting a diverse range of environmental, natural heritage, cultural, recreational and social values and activities, providing a defining feature to the City of Adelaide, and contributing to the economic and social well-being of the city.

4. MANAGING THE PARK LANDS

Park Lands legislative and planning framework

Management of the Park Lands is governed by a framework of legislation and statutory plans and policies, as shown in Figure 3 and described below.

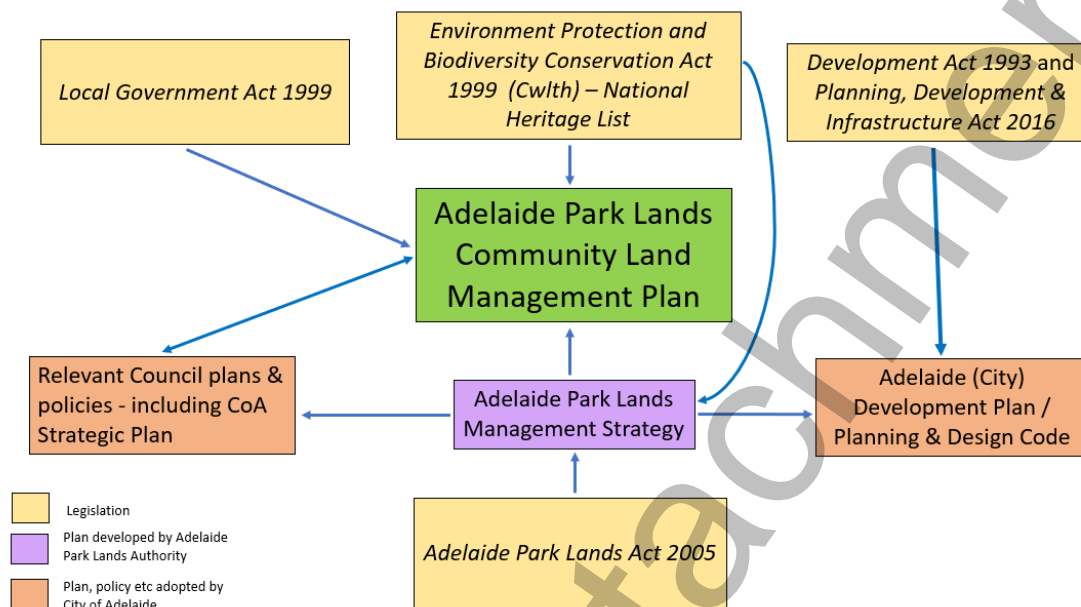


Figure 3: Adelaide Park Lands legislative and planning framework

Local Government Act 1999 (SA)

Provides for local government in South Australia and includes provisions relating to managing community land and to the Adelaide Park Lands.

Adelaide Park Lands Act 2005 (SA)

Establishes a legislative framework that promotes the special status, attributes and character of the Adelaide Park Lands.

National Heritage Listing under the *Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth)* (EPBC Act)

The EPBC Act is the Australian Government's key environmental and heritage protection legislation and establishes the National Heritage List. The Adelaide Park Lands and City Layout is included on the National Heritage List, due to its significant national heritage value (Appendix A). The Adelaide Park Lands and City Layout is listed because it is a significant example of early colonial planning and has retained key elements of its historical layout, including two major city areas separated by the Torrens River, the encircling Park Lands, six town squares and gardens, and a grid pattern of roads.

The EPBC Act obliges proponents of works to self-assess those works for potential impact on the national heritage values. If it is assessed that the works could have a significant impact on the national heritage values, proponents are required to seek approval from the Minister.

Approval under the EPBC Act is required irrespective of any approvals under SA legislation.

A guide has been prepared regarding whether works are likely to have a significant impact on the national heritage values of the Adelaide Park Lands and City Layout (Appendix B).

Development Act 1993 and Planning, Development and Infrastructure Act 2016 (SA)

The *Development Act 1993* is an Act to provide for planning and to regulate development in South Australia; to regulate the use and management of land and buildings, and the design and construction of buildings; to make provision for the maintenance and conservation of land and buildings where appropriate; and for other purposes. Works on the Park Lands that are defined as 'development' would need approval irrespective of the contents of this management plan.

The Adelaide (City) Development Plan establishes the legislative requirements for development in the City including the Park Lands under the Development Act 1993 and comes into effect should development be proposed. It contains Objectives to achieve the Desired Character and Principles of Development Control for the Park Lands Zone and should be read in conjunction with the Park Lands CLMP.

A new planning system is being implemented in three phases across South Australia; when this is completed, the *Development Act 1993* will be replaced by the *Planning, Development and Infrastructure Act 2016*. This Act introduces a raft of new planning tools, and the new planning system will affect how development policy is formed and amended, and how development applications are lodged and assessed.

City of Adelaide 2020–2024 Strategic Plan

A strategic document that is required by all councils under the *Local Government Act 1999*, identifying the priorities for at least the next four years. Under the 2020–2024 Strategic Plan, CoA is developing a City Plan as a key long-term plan giving effect to Council's strategic direction.

Adelaide Park Lands Management Strategy 2015–2025

A strategic document that is required under the *Adelaide Park Lands Act 2005*, developed and maintained by the Adelaide Park Lands Authority and adopted by the CoA and the relevant Minister. The CLMP must be consistent with the Adelaide Park Lands Management Strategy (APLMS).

Integrated Biodiversity Management Plan 2018-2023

A plan that outlines what the CoA will do conserve and improve the remaining native biodiversity in the City. Integration of biodiversity with other planning and management in the Park Lands is a key theme of the plan which aims to enhance biodiversity, connect people with nature and incorporate Kaurua knowledge into the management of the city's biodiversity.

The 30-Year Plan for Greater Adelaide - 2017 Update

The South Australian Government's strategic land-use plan that guides the long-term growth of the City and its surrounds. It describes how Greater Adelaide should grow to become more liveable, competitive and sustainable. Contains policies relating to the Park Lands.

Other relevant CoA policies, strategies and plans are listed in Section 5 of this chapter.

5. OBJECTIVES, POLICIES AND PROPOSALS FOR MANAGEMENT OF THE LAND

Section 196(3)(c) of the LG Act requires that a CLMP states objectives, policies, and proposals for the management of the land.

Adelaide Park Lands Management Strategy

The APLMS establishes the high-level vision, objectives and management directions for the Park Lands. These are summarised below.

Under section 19(1) of the APL Act, this CLMP must be consistent with the APLMS. Accordingly, this CLMP responds to the vision, objectives and outcomes of the APLMS.

APLMS vision

The APLMS establishes the following vision for the Park Lands:

The Adelaide Park Lands will be a globally recognised park system which surrounds and permeates our city and is central to our identity.

Objectives for management of the Adelaide Park Lands

The following objectives for the areas of the Park Lands managed by the City of Adelaide are derived from the statutory principles of the APL Act.

1. To protect the National Heritage values of the Adelaide Park Lands and City Layout.
2. To hold the Park Lands for public benefit, freely available to the people of South Australia for their use and enjoyment.
3. To ensure a balance of environmental, cultural, recreational and social uses of the Park Lands.
4. To recognise, protect, enhance and interpret cultural heritage sites of Kaurna and European significance.
5. To enhance and showcase the biodiversity of the Adelaide Park Lands, including areas of remnant vegetation and biodiversity significance.
6. To enhance the ecological health of Park Land watercourses.
7. To manage landscapes and buildings sustainably.

These objectives are incorporated into each section of the CLMP, tailored to reflect the particular needs of individual parks, precincts within individual parks or groups of parks.

In addition to these objectives, many Park Lands-wide objectives and/or policy positions are established in the CoA policies listed under 'Policies' below and these are not repeated in this CLMP.

Policies

In addition to the APLMS, the following CoA policies, strategies and plans apply across the Park Lands and were current at the time of development of this CLMP. Up-to-date policies, strategies and plans are available here: <https://www.cityofadelaide.com.au/about-council/plans-reporting/strategies-plans-policies/>

- 2020–2024 Strategic Plan
- Active City Strategy 2013–2023
- Adelaide (City) Development Plan
- Adelaide Park Lands Building Design Guidelines
- Adelaide Park Lands Events Management Plan 2016–2020
- Adelaide Park Lands Leasing and Licensing Policy
- City of Adelaide Stretch Reconciliation Action Plan 2018–2021
- City of Adelaide Wellbeing Roadmap
- Community Consultation Policy
- Cultural Strategy 2017–2023

- Disability Access and Inclusion Plan 2019–2022
- Integrated Biodiversity Management Plan 2018–2023
- Park Lands and Open Space Asset Management Plan
- Resilient East Regional Climate Change Adaptation Plan
- Smart Move Strategy 2012–2022 - Interim Action Plan 2016–2018

Proposals

Any relevant proposals for parks, squares, gardens or precincts are listed in individual parts of this CLMP.

6. PERFORMANCE TARGETS AND MEASURES

The performance targets and measures for the CLMP objectives are addressed in the sections dealing with individual parks.

7. SPECIAL PROVISIONS UNDER REGULATIONS

Under section 196(5)(b) of the LG Act, a CLMP must contain any special provisions required under the regulations.

There are no such provisions applying to the land covered by this CLMP.

8. OTHER RELEVANT PLANS AND POLICIES

Under section 196(5)(a) of the LG Act, a CLMP should, as far as practicable, be consistent with “other relevant plans and policies”.

Every endeavour has been made to ensure that this CLMP is consistent with other plans and policies. This includes:

- those policies listed in Section 5 above
- other plans and policies mentioned under individual parks.

9. POLICIES FOR THE GRANTING OF LEASES AND LICENCES

Section 202 of the LG Act and section 21 of the APL Act establish provisions under which CoA may grant a lease or licence over land in the Park Lands.

Before granting a lease or licence in the Park Lands, CoA must follow the relevant steps in its Community Consultation Policy. However, consultation is not required if the grant of the lease or licence is authorised in this CLMP and the term of the lease or licence is five years or less.

Recreation, sport and commercial activities

The Park Lands may be subject to leases and licences for recreation, sporting or commercial activities where the use:

- is consistent with the objectives of management of the Park
- provides community benefit
- supports the outdoor recreational use of the Park Lands

The Adelaide Park Lands Leasing and Licensing Policy provides CoA's framework for establishment and management of leases and licences for sporting and commercial activities in the Park Lands.

Areas of the Park Lands currently subject to leases and licences are shown on the Lease and Licence Map in each part of this CLMP.

The Park Lands are exempt from the application of the *Retail and Commercial Lease Act 1995*.

Events

The Park Lands may be subject to licences for events where the use is temporary and:

- is consistent with the objectives of management of the Park
- provides community benefit
- supports the outdoor recreational use of the Park Lands
- is consistent with the Adelaide Park Lands Management Strategy.

Formal approval is also needed for small scale activities that may not require a licence.

The Adelaide Park Lands Events Management Plan 2016–2020 provides CoA's framework for establishment and management of licences for events in the Park Lands. This provides an approval process to ensure that each event licence is assessed for compliance with this CLMP and the APLMS and, thereby, the requirements of the LG Act.

Areas of the Park Lands currently subject to event licences are shown on the Lease and Licence Map in each part of this CLMP.

Temporary works and compounds

Under section 202 of the LG Act, temporary works and compounds on the Park Lands are permitted only where the use is for the purpose of constructing, improving or maintaining infrastructure on the Park Lands. These must:

- adhere to the requirements of City of Adelaide lease and permit conditions
- be limited to the duration of the project
- be restricted to one hectare or less to minimise public exclusion
- provide safe and convenient alternatives to any disrupted public movement patterns
- minimise impacts from any use or associated use and rehabilitate the site as required
- not impact on trees and particularly biodiversity areas
- restrict vehicle access and parking to those necessary to support construction works
- receive planning consent if necessary
- be for the purposes of CoA or State or Federal Government instrumentalities or those acting on their behalf.

10. PARK LANDS-WIDE STATEMENTS

The following statements apply to all areas of the Park Lands and are not repeated in park-specific sections of the CLMP.

Landscape

Curate a distinct landscape character for each park within an overall cohesive Park Lands identity as informed by the APLMS.

Establish a range of natural, ornamental and cultural landscapes celebrating the diversity of the Park Lands.

Biodiversity

Protect and enhance the biodiversity of the Adelaide Park Lands, including areas of remnant vegetation and significant biodiversity.

Enhance the ecological health of Park Lands watercourses and ensure sustainable water use across the Park Lands.

Olive Management

Olive trees, which were planted in Adelaide as early as the 1830s, are located throughout the Park Lands and Squares.

Individual specimens or small groups of olive trees can be found in in Parks 1, 6, 11, 12, 13, 15, 16, 22, 23, 24, 26 and 27, Brougham Gardens, Palmer Gardens, Hurtle Square and Whitmore Square.

The Olive Groves in Kuntingga (Park 7) and Parngutilla (Park 8) are State Heritage listed as they contain some of Adelaide's earliest olive tree plantings. King Rodney Park / Ityamaitpina (Park 15), Victoria Park / Pakapakanthi (Park 16) and Bonython Park / Tulya Wardli (Park 27) also contain historically significant stands. These Olive groves will be maintained and replanted using the existing tree variety to reinforce the existing layout and to preserve their cultural value.

In areas where individual or small groups of trees exist, replacement planting will be undertaken using the tree species nominated in the Master Plan for those parks.

Trees and seedlings located in all other areas will be removed or managed according to the management plans for individual parks.

Beehives

Native bees play an important role in the ecology of the Park Lands.

The City of Adelaide actively encourages their presence through various initiatives such as the 'Bee Hotel' project which provides shelter for these solitary bees as well as native bee-friendly plantings.

Because European honey bees are likely to compete with native bees when foraging for nectar, bee hives are not permitted to be placed anywhere in the Park Lands.

Lighting

Provide energy efficient lighting along key paths and trails, at activity hubs, sporting facilities and the street edge to encourage increased use and improve safety and comfort for park users as informed by the APLMS.

Install feature lighting to mature trees on the Park Lands edge to celebrate the landscape and enhance Park Land gateways, whilst avoiding negative impacts on wildlife.

Access

Maintain public use and movement through the Park Lands. Access may be temporarily restricted during sporting and other events or as a result of necessary maintenance or works.

Park Lands Trail

Manage and improve the connectivity, amenity and useability of the Park Lands Trail to support walking and cycling for recreation and active travel.

Provide supporting facilities which may include drinking fountains, seating, shade, signage, landscaping and lighting.

Ensure it is adequately signed and connected to adjacent sections of the Trail.

Views & Vistas

Maintain and enhance important views and vistas to the skyline, Adelaide Hills and city through considerate tree planting and spatial arrangements.

Enhance views into each park where appropriate, visually and physically connecting people to the opportunities within.

Public Art & Memorials

Provide opportunities for the development of permanent and temporary public artworks and memorials across the Park Lands, including art trails and interactive installations, as unique attractions that encourage exploration and creative engagement.

Interpretative Signage

Use signage and other creative means to help build community awareness and understanding of sites of cultural and environmental value, including (but not limited to):

- sites of Kaurna and non-Kaurna cultural heritage;
- areas of biodiversity; and
- demonstrations of best practice in water and land management.

This signage is to be integrated with and complement existing wayfinding signage in the park.

Car and Bicycle Parking

Provide car parking on and adjacent to the Park Lands only where there is a demonstrated need and there is no reasonable alternative.

Ensure car parks, where necessary, are connected to the Park Lands path network and integrated with the site or building service area in order to minimise vehicle access points.

Ensure the design and layout considers the safety of users through the application of CPTED

principles and is sensitive to the Park Lands environment with appropriate plantings and permeable surfaces. Include accessible parking for disability permit holders and use parking controls to discourage general commuter car parking.

Provide bicycle parking facilities which are safe, well-lit and located in close proximity to Park Lands attractions including activity hubs and along the Park Lands Trail.

Use of Metal Detectors

There are a number of former rubbish disposal sites in the Park Lands which have attracted the interest of fossickers searching for artefacts using metal detectors.

In order to preserve the integrity of these and other historical sites the use of metal detectors to search for and dig up objects is not permitted in any area of the Park Lands unless it is part of a formal excavation or archaeological dig that has received the approval of Council.

Metal detectors however may be used to search for items on or very near the ground surface (such as coins) where there is minimal disturbance to the soil and no impact on the surrounding flora or fauna. Any item found that is potentially of historical significance must be surrendered to the Adelaide City Council as soon as possible.

Unmanned Aerial Vehicles

Unless stated otherwise in other parts of this CLMP for individual parks, the flying of unmanned aerial vehicles (including model aircraft, radio-controlled planes and drones) is not permitted within the Adelaide Park Lands.

Dog Management

Dogs and their owners are welcome throughout the Adelaide Park Lands, provided this activity is consistent with Council's Dogs By-Law 2018.

To ensure a safe and comfortable environment for all park visitors, dogs must be kept on a leash at all times:

- in any area of the Park Lands when organised sport is being played; and
- in an enclosed Children's Playground or if a Children's playground is not enclosed, land within five metres of children's playground equipment.

A 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
- by tethering it to a fixed object by means of a chain, cord or leash that does not exceed 2 metres in length.

Dogs may be exercised off leash in nominated areas of the Park Lands provided the dog remains under effective control.

Effective Control Means:

- The person is controlling the dog by command and the dog is in close proximity to the person and the person is able to see the dog at all times.

The dog on leash / off leash areas of the Park Lands are indicated on the Dog Management Map (Appendix D). This shows the areas where dogs:

- are permitted to be off leash at all times;
- must be on leash at selected times or in certain areas;
- must be on leash at all times; or
- are not permitted at any time (assistance dogs exempted).

APPENDIX A - NATIONAL HERITAGE LIST OFFICIAL VALUES

The Adelaide Park Lands and City Layout was inscribed on the National Heritage List on 7 November 2008. Detail on the listing is available here: http://www.environment.gov.au/cgi-bin/ahdb/search.pl?mode=place_detail;place_id=105758.

The official values against the six criteria are below. Figure A1 provides a map of the listed place.

Criterion A: Events, Processes

The Adelaide Park Lands and City Layout is the physical expression of the 1837 Adelaide Plan designed and laid out by Colonel William Light. It has endured as a recognisable historical layout for over 170 years retaining the key elements of the plan; encompassing the layout of the two major city areas separated by the Torrens River, the encircling Park Lands, the six town squares, and the grid pattern of major and minor roads. It is substantially intact and reflects Light's design intentions with high integrity.

The Adelaide Park Lands and City Layout is of outstanding importance because it signifies a turning point in the settlement of Australia. It was the first place in Australia to be planned and developed by free settlers, not as a penal settlement or military outpost. The colony of South Australia was established by incorporation as a commercial venture supported by the British Government, based on Edward Wakefield's theory of systematic colonisation. To be commercially successful, there needed to be contained settlement to avoid speculative land sales and this settlement needed to be designed and planned to attract free settlers and to provide them with security of land tenure. The city layout with its grid plan expedited the process of land survey enabling both rapid settlement of land and certainty of title. The wide streets, public squares and generous open spaces provided amenity and the surrounding park lands ensured a defined town boundary while still allowing for public institutional domains. These elements are discernible today.

The Adelaide Park Lands is also significant for the longevity of its protection and conservation. The Adelaide Municipal Corporation Act (1840) established the city council as the 'conservators' of the city and park lands. The establishment of the Park Lands Preservation Society in 1903, along with successive community organisations marks a continuing pattern in community support for safeguarding the significance of the Park Lands for the Adelaide community.

The Adelaide Plan was highly influential as a model for planning other towns in Australia and overseas. It is acknowledged by town planners and historians as a major influence on the Garden City Planning movement, one of the most important urban planning initiatives.

Criterion B: Rarity

The Adelaide Park Lands and City Layout is rare as the most complete example of nineteenth century colonial planning where planning and survey were undertaken prior to settlement. The historical layout as conceived in the 1837 Adelaide Plan remains clearly legible today. The place is also the only Australian capital city to be completely enclosed by park lands and is the most extensive and substantially intact nineteenth century park lands in Australia.

Criterion D: Principal characteristics of a class of places

The Adelaide Park Lands and City Layout is an exemplar of a nineteenth century planned urban centre. It demonstrates the principal characteristics of a nineteenth century city including a defined boundary, streets in a grid pattern, wide streets, public squares, spacious rectangular blocks and expansive public open space for commons and public domains. The expression of these features with their generous open space reflects the early theories and

ideas of the Garden City movement of an urban area set in publicly accessible open space with plantings, gardens, designed areas and open bushland.

Criterion F: Creative or technical achievement

Adelaide Park Lands and City Layout is regarded throughout Australia and the world as a masterwork of urban design. Elements of the Adelaide Plan that contribute to the design excellence are the use of the encircling park lands to define the boundary of the development of the city and to provide for health, public access, sport, recreation and public institutional domains, thereby meeting both economic and social requirements. Designing the city layout to respond to the topography was highly innovative for its time with the northern sections of the city located and angled to take advantage of the rising ground while retaining the Torrens River as a feature within the Park Lands. The judicious siting and wide streets maximised views and vistas through the city and Park Lands and from some locations to the Adelaide Hills. The plan features a hierarchy of road widths with a wide dimension to principal routes and terraces and alternating narrow and wide streets in the east-west direction. Light's planning innovation is supported by substantial historical documentation.

The formal organisation, delineation and dedication of the Park Lands space was a pioneering technical achievement of William Light in the Adelaide Plan.

The overall landscape planting design implemented by several successive landscape designers/managers incorporated designed vistas, formal avenues, plantations, gardens, use of specimen trees, botanically important living plant collections particularly at the Adelaide Botanic Garden and the strategic placement of buildings and statuary in their settings.

The creativity of the city and parkland design is clearly legible in the contemporary landscape viewed from the air or from the Adelaide Hills. The civic design of Adelaide was used as a model for founding many other towns in Australia and New Zealand and it is cited in later seminal Garden City planning texts including Garden Cities of Tomorrow by Ebenezer Howard.

Criterion G: Social value

The Adelaide Park Lands has outstanding social value to South Australians who see it as fundamental to the character and ambience of the city. The Park Lands with their recreation areas, sports grounds, gardens and public facilities provide venues for individual and group activities and events, meetings and passive and active recreation. The Park Lands also have significant social value due to the range of important civic, public, and cultural assets and institutions within it.

The present Adelaide Parklands Preservation Society is the latest in a long history of community groups dedicated to protecting the Adelaide Park Lands. These have included the Park Lands Defence Association (1869-87), the Park Lands Preservation League (1903, 1948) and the National Trust of South Australia. The longevity of the involvement of community groups in campaigning for the protection and safeguarding of the Park Lands is exceptional.

Criterion H: Significant people

Colonel William Light is most famously associated with the plan of Adelaide. He bore the ultimate responsibility, as recorded in his surviving publications and letters.

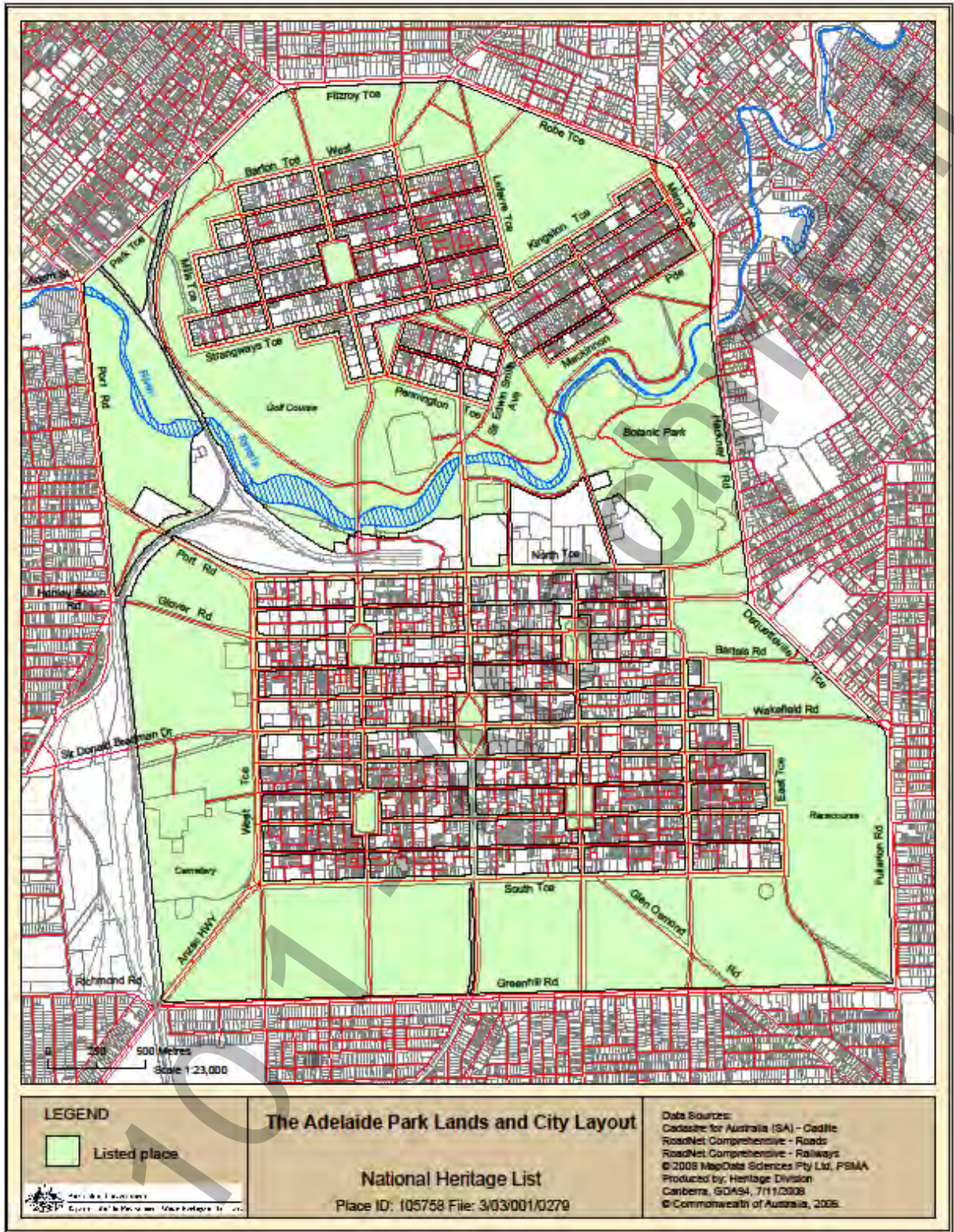


Figure A1: The Adelaide Park Lands and City Layout listed place

APPENDIX B - LIKELIHOOD OF IMPACT OF WORKS ON THE NATIONAL HERITAGE VALUES

The following actions that should be self-assessed in terms of their impacts on the National Heritage values of the Park Lands, and that may require referral:¹

- Significant infrastructure, such as rail, tram, helipad
- Change of land use and associated landscape character
- Major road alignment or widening and new roads, including elevated roads
- Permanent road closures
- New buildings and additions to existing buildings (greater than 30m2)
- New bridges or footbridges
- Open air car parks
- Any new development within the squares, including buildings, structures, fences and plazas
- Extensive landscaping, including additional hard surfaces, or new or enlarged areas of biodiversity management
- Utilities infrastructure, including above ground pipelines and telephone towers
- Any development described in an approved master plan
- Public artworks, monuments, statues and plaques
- Land division
- Temporary structures for events
- Major changes to the River Torrens basin or other major riparian works
- Any encroachment in the street grid
- Solid fencing
- Large loss of open green space
- Land use adjacent to the Park Lands that may impact on views and vistas (e.g. building height limits)

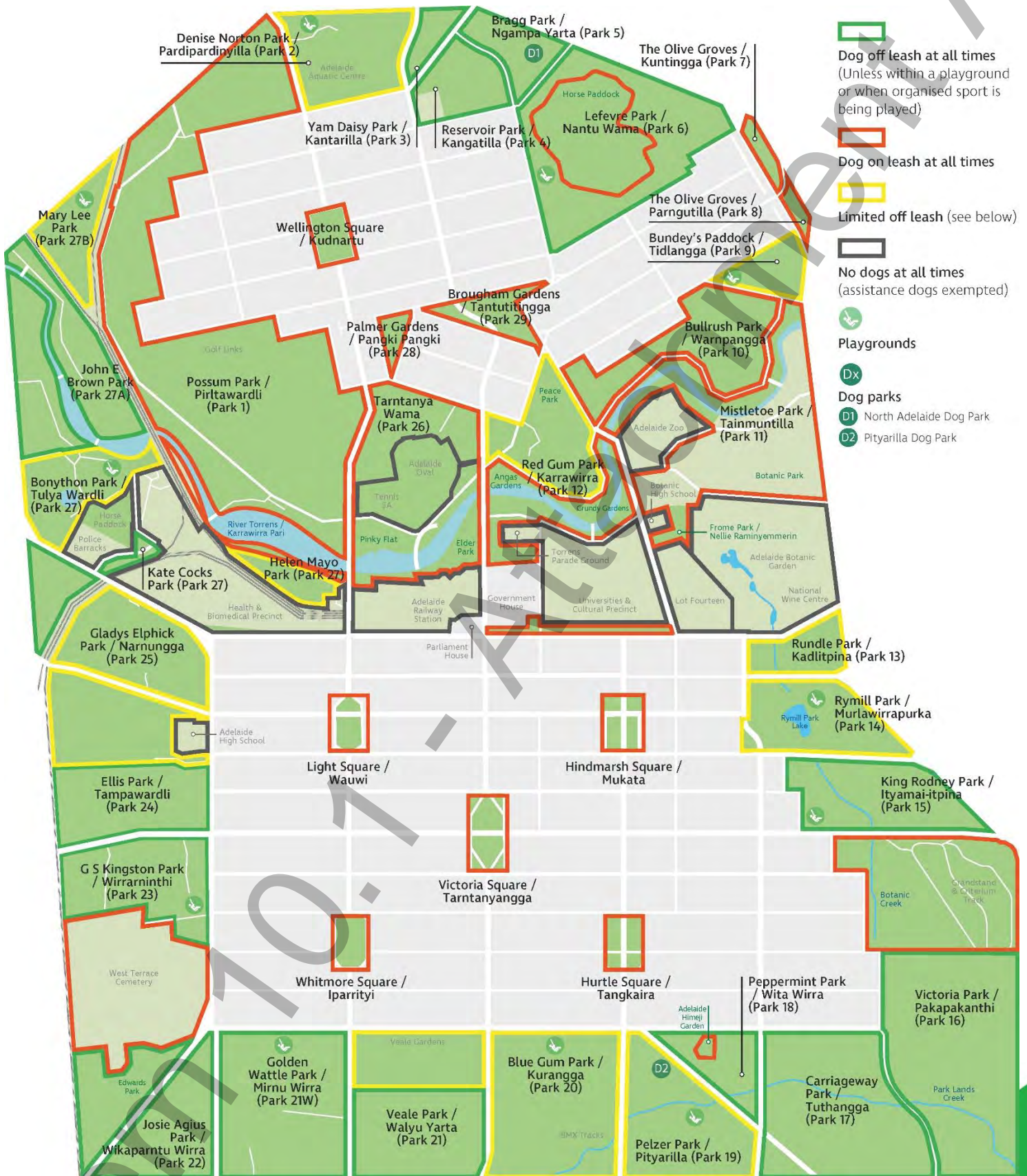
¹ List provided in: 'Adelaide Park Lands and City Layout: Issues and Opportunity Analysis for the National Heritage Listing' by dash architects (December 2018, page 35)

APPENDIX C - PRINCIPLES FROM THE ADELAIDE PARK LANDS ACT 2005

The *Adelaide Park Lands Act 2005* establishes the following statutory principles for the operation of the Act and the management of the Adelaide Park Lands:

- a) 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.
- b) 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).
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

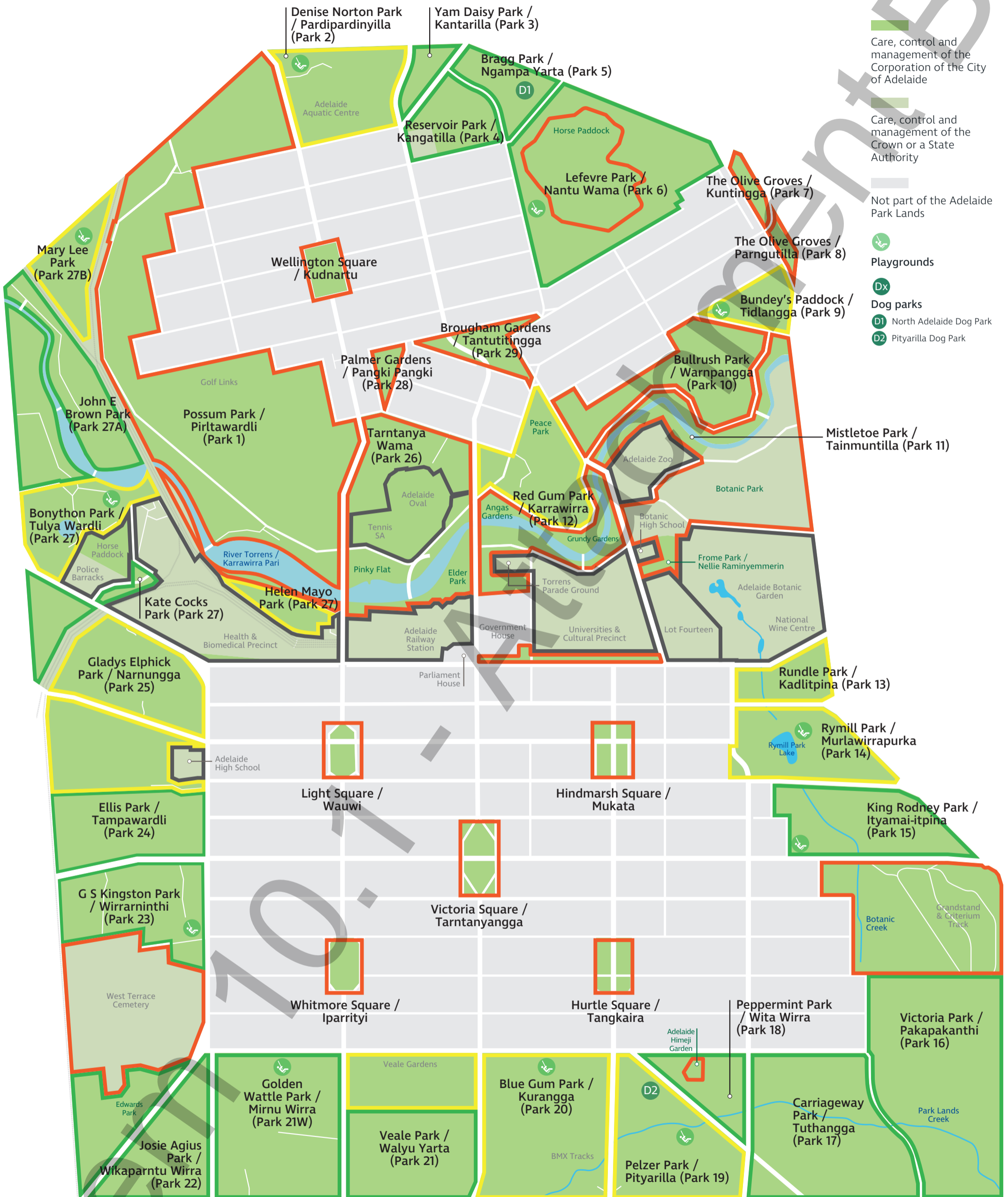
APPENDIX D – DOG MANAGEMENT MAP



Limited off leash conditions:

- Dog on leash between 10am-6pm during non-daylight savings time
- Dog on leash between 10am-8pm during daylight savings time
- Dog on leash within a playground and when organised sport is being played

Adelaide Park Lands



- Care, control and management of the Corporation of the City of Adelaide
- Care, control and management of the Crown or a State Authority
- Not part of the Adelaide Park Lands
- Playgrounds
- Dog parks
- North Adelaide Dog Park
- Pityarilla Dog Park

- Dog off leash at all times
Unless within a playground or when organised sport is being played
- Dog on leash at all times
- No dogs at all times (assistance dogs exempted)

- Limited off leash
Dog on leash between 10am - 6pm during non-daylight savings time
Dog on leash between 10am - 8pm during daylight savings time
Dog on leash within a playground
Dog on leash when organised sport is being played

Dog on leash at all times within a playground

Dog off leash at all times within a dog park

Adelaide Park Lands Authority – Meeting Schedule 2021

ITEM 10.2 05/11/2020
Adelaide Park Lands Authority

Program Contact:
 Martin Cook, APLA Executive
 Officer 8203 7686

2006/00224
 Public

Approving Officer:
 Klinton Devenish, Director Place

EXECUTIVE SUMMARY

This report seeks to establish a meeting schedule for the Adelaide Park Lands Authority for the 2021 calendar year.

The Adelaide Park Lands Authority's Charter states that:

“An ordinary meeting of the Board must take place at such times and places as may be fixed by the Board provided that there shall be at least one ordinary meeting of the Board held in each calendar month except in December and January.”

RECOMMENDATION

THAT THE ADELAIDE PARK LANDS AUTHORITY:

1. Meet at 5:30pm in the Colonel Light Room, Adelaide Town Hall, on the following Thursdays in 2021
 - 4 February
 - 4 March
 - 1 April
 - 6 May
 - 3 June
 - 1 July
 - 5 August
 - 2 September
 - 7 October
 - 4 November
2. Grants authority to the Executive Officer to vary this meeting schedule as required (within the provisions of the Authority's Charter) after liaison with the Presiding Member (or Deputy Presiding Member if the former is absent), including scheduling special meetings as required.

IMPLICATIONS AND FINANCIALS

Adelaide Park Lands Management Strategy	No implications for the Adelaide Park Lands Management Strategy
Policy	Not as a result of this report
Consultation	Not as a result of this report
Resource	Not as a result of this report
Risk / Legal / Legislative	Not as a result of this report
Opportunities	To establish a meeting schedule for the Adelaide Park Lands Authority
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	Annual process
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

Charter Provisions

1. Clause 4.8 of the new Charter for the Adelaide Park Lands Authority makes the following stipulations regarding meetings:
 - 1.1. *An ordinary meeting of the Board will constitute an ordinary meeting of the Authority and the Board shall administer the business of the ordinary meeting.*
 - 1.2. *An ordinary meeting of the Board must take place at such times and places as may be fixed by the Board provided that there shall be at least one ordinary meeting of the Board held in each calendar month except in December and January.*
2. In 2020, the Authority has been meeting on a monthly basis at 5:30pm, on the first Thursday of each month.
3. For 2021 it is proposed to continue this pattern so that the Authority's advice can be provided to meetings of Council, usually on the second Tuesday of each month.
4. Should Council's meeting schedule change, it may be necessary to review the Authority's meeting schedule so that it allows the advice of the Authority to be presented to Council in a timely manner.
5. This meeting schedule, as proposed on the following Thursdays in 2021, avoids public holidays:
 - 4 February
 - 4 March (public holiday on Monday 8 March)
 - 1 April (Easter is scheduled for 2 to 5 April and Anzac Day for Monday 26 April)
 - 6 May
 - 3 June (public holiday Monday 14 June)
 - 1 July
 - 5 August
 - 2 September
 - 7 October (public holiday Monday 4 Oct and school holidays Monday 27 September to Friday 8 October)
 - 4 November
6. It may be necessary to vary meeting dates and times, hold meetings in January and December and other special meetings if required, according to the urgency of matters, the number of agenda items and the ability to achieve a quorum.
7. Should the need arise, the Executive Officer will liaise with the Presiding Member (or Deputy Presiding Member if the former is not available) to request and arrange / re-arrange meetings as required.

ATTACHMENTS

Nil

- END OF REPORT -

Exclusion of the Public

ITEM 12.1 05/11/2020
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 Item:

13.1 Tennis SA [s 90(3) (d)]

The Order to Exclude for Item 13.1

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 13.1

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 5/11/2020 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 13.1 [Tennis SA] 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 is confidential as it relates to 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 proponent who supplied the information and confer a commercial advantage on a third party. The disclosure of information in this presentation could reasonably prejudice the commercial position of the proponent who supplied 'commercial in confidence' information to Council for which 'commercial in confidence' discussions have been undertaken and remain current. Disclosure of this information may adversely impact the viability of the project and prejudice the ability to undertake/participate in future like considerations or discussions.

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 the release of information prior to the finalisation of 'commercial in confidence' discussions with interested parties including adjoining occupiers and may materially and adversely affect the viability of the project and may severely prejudice the Board's ability to discuss/participate or influence a proposal for the benefit of the Board and the community in this matter.

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 5/11/2020 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 13.1 [Tennis SA] 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 13.1 - Tennis SA:
 - 7.1.1 Is not subject to an existing Authority Confidentiality Order
 - 7.1.2 Is not subject to an existing Council Confidentiality Order
 - 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 -