



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 (CoA) and the South Australian State Government (SG) 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](#)

Thursday 24 June 2021 Board Meeting

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
Ms Stephanie Johnston
Mr Craig Wilkins
Mr Ben Willsmore

Proxy Board Members

Councillor Arman Abrahamzadeh (for Councillor Alexander Hyde)
Professor Emeritus Damien Mugavin (for Ms Stephanie Johnston)

Board Meeting Agenda, Thursday 24 June 2021, at 5:30 pm
Colonel Light Room, Town Hall, King William Street, Adelaide

Agenda

	Agenda	Purpose	
1.	Welcome and Opening		
1.1	Acknowledgement of Country	To Acknowledge	Page 3
1.2	Apologies	To Note	Page 3
1.3	20/5/2021 Minutes	To Confirm	Page 3
1.4	Business Arising	To Note	Page 3
2.	Conflict of Interest	To Note	
3.	Presiding Member Report (verbal)	To Note	
4.	Representations (verbal)	Granted as at 18/6/2021	
	Nil	To be Heard for up to 5mins	
5.	Items requested to be considered in confidence		
5.1	Exclusion of the Public	To exclude the public	Page 4
6.	Items for the Board in confidence		
6.1	Item for Board Discussion - Green Adelaide [s90(3) (d) & (j)]	To inform	
	Reopen meeting to the public		
7.	Items for Board Decision		
7.1	The Place of Courage Location [2020/01287]	Decision to Advise CoA	Page 7
7.2	Event in Bonython Park/Tulya Wardli (Park 27) [2020/006444]	Decision to Advise CoA	Page 11
7.3	Bunday's Paddock/Tidlangga (Park 9) – Community Engagement Findings [2015/00666]	Decision to Advise CoA	Page 15
7.4	Review of APLA Charter [2020/02211]	Decision to Advise State Government & CoA	Page 158
8.	Items for Board Discussion		
8.1	Associate Director Update	To inform	
8.2	Major Projects Update	To inform	Page 184
8.3	Community Forum	To discuss	
9.	Items for Noting		
	Nil		
10.	Other Business & Meeting Close	Identified as at 18/6/2021	
	Nil	To discuss	
	Next meeting – Thursday, 22 July 2021, 5.30pm	To Note	

1. Welcome and Opening

1.1 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.'

1.2 Apologies

Nil

1.3 Confirmation of Minutes – 20/5/2021

That the Minutes of the meeting of the Board of the Adelaide Park Lands Authority held on 20 May 2021 be taken as read and be confirmed as an accurate record of proceedings.

1.4 Actions Arising

Items with an asterisk have been actioned

Those Items identified as Complete at the May Board Meeting have been removed

Board Meeting	<u>Actions Arising</u> (Precis)	<u>Topic</u>
25 February 2021	*2. Charter amendments to clarify	CoA – Board Support, Portfolio Restructure and Resourcing
	*5. Additional information sought	Expression of Interest Results - Rowing Club Building – Red Gum Park / Karrawirra (Park 12) [s 90(3) (b)]
Board Meeting 25 March 2021	<u>Actions Arising</u> (Precis)	<u>Topic</u>
	8. Investigate consultation practices	CLMP engagement
	9. Paper sought to lead discussions	CLMP targets & measures
	12. Briefing request	Riverbank Arena for Adelaide
	13. Briefing request	Draft Riverbank Masterplan
Board Meeting 22 April 2021	<u>Actions Arising</u> (Precis)	<u>Topic</u>
	*16. Review and advise Board	Adelaide Oval Parking
Board Meeting 20 May 2021	<u>Actions Arising</u> (Precis)	<u>Topic</u>
	*18. Distribute links to information	Adelaide Park Lands Regulations 2006 (SA)
	*19. Distribute Adelaide Park Lands Plan	Adelaide Park Lands Regulations 2006 (SA)
	*20. Circulate May workshop notes	Strategic Plan Workshop

Status Update for Actions Arising in in Link 1 [here](#)

Exclusion of the Public

ITEM 5.1 24/06/2021
Board Meeting

Requested by:
Clare Mockler, Acting Chief
Executive Officer

2018/04291
Public

Purpose

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 section 90 the *Local Government Act 1999 (SA)* (the Act).

Clause 4.8.21 of the *Adelaide Park Lands Charter* states 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 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.

The Order to Exclude for Item 6.1

1. Identifies the information and matters (**grounds**) from section 90(3) of the Act 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 – section 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.

Exclusion of the public from this Adelaide Park Lands Authority Board meeting has been requested by the State Government and is sought for the consideration of the following Agenda Item:

- 6.1 Green Adelaide [section 90(3) (d) & (j) of the Act]

Order to Exclude for Item 6.1

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) & (j) and 90(4) & (7) of the *Local Government Act 1999 (SA)*, this meeting of the Board of the Adelaide Park Lands Authority dated 24 June 2021 resolves that it is necessary and appropriate to act in a meeting closed to the public as the consideration of Item 6.1 [Green Adelaide] listed on the Agenda in a meeting open to the public would on balance be contrary to the public interest.

Grounds and Basis

This Item contains commercial information of a confidential nature which the State Government has requested be considered in confidence on the grounds that the details and feasibility are still being resolved and the release of this information prematurely may be misleading. The disclosure of the draft details could reasonably be expected to prejudice the commercial position and negotiations of the State Government with external parties.

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 commercial negotiations. The disclosure of this commercial information may materially and adversely affect the negotiations and the ability to discuss/participate or influence a proposal for the benefit of the Council and the community in this matter which on balance would be contrary to the public interest.

2. Pursuant to Clause 4.8.21 of the *Adelaide Park Lands Authority Charter* this meeting of the Board of the Adelaide Park Lands Authority dated 24 June 2021 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 6.1 [Green Adelaide] listed in the Agenda, as the matter is of a kind referred to in s 90(3) (d) & (j) 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)* (the Act). 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* (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 Act.
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 section 90(3) of the Act 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 – section 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, section 90(4) of the Act applies, 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 section 90(7) of the Act applies, 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 6.1 – Green Adelaide:
 - 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) & (j) 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
 - (j) information the disclosure of which—
 - (i) would divulge information provided on a confidential basis by or to a Minister of the Crown, or another public authority or official (not being an employee of the council, or a person engaged by the council); and
 - (ii) would, on balance, be contrary to the public interest

Attachments

Nil

- END OF REPORT -

The Place of Courage Location

ITEM 7.1 24/06/2021
Board Meeting

Author:
Christie Anthoney, Associate
Director, City Culture 8203 7444

2020/01287
Public

Purpose

At the meeting on 9 February 2021, Council resolved to identify a preferred location for a proposed Place of Courage public artwork to acknowledge and raise awareness about the impact of domestic and family violence.

Four locations in the Adelaide Park Lands were identified that would potentially meet the site requirements of Spirit of Woman and align with the Adelaide Park Lands Management Strategy 2015-2025. Sites were considered according to the merits of providing a place for public recognition, private reflection, space for events and community gatherings, and access to transport, car parking and amenities. On 24 March 2021, a tour of the sites was undertaken with two representatives of Spirit of Woman and the full committee of Spirit of Woman has confirmed that its preference is to locate The Place of Courage public artwork within Bonython Park/Tulya Wardli (Park 27), adjacent to the model boat lake, subject to full site investigation.

This report seeks support from the Adelaide Park Lands Authority (APLA) for the preferred site.

Recommendation

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Supports the location of The Place of Courage public artwork within Bonython Park/Tulya Wardli (Park 27), adjacent to the model boat lake.
 2. Supports the inclusion of the Catherine House Rose as planting incorporated into The Place of Courage public artwork design.
-

Implications

Adelaide Park Lands Management Strategy 2015-2025	Adelaide Park Lands Management Strategy 2015-2025 Adelaide Park Lands Management Strategy 2015-2025 supports the creation of places and attractions that set the Park Lands apart (Strategy 1.2), the development of unique attractions (Strategy 1.3), and encourages a range of natural, ornamental and cultural landscapes (Strategy 3.3).
APLA 2020-2025 Strategic Plan	Adelaide Park Lands Authority 2020-2025 Strategic Plan Strategic Plan Alignment – Culture
Policy	<p>The Place of Courage public artwork will celebrate Adelaide’s diverse community, culture and creativity. It will also expand public art throughout the City in collaboration with the private sector and deliver a beautiful and surprising place in the Adelaide Park Lands.</p> <p>City of Adelaide Public Art Action Plan 2019-2022 Goal 4 advocates for art the invigorates the urban landscape and fosters community wellbeing.</p>
Consultation	<p>The Place of Courage public artwork proposal is community led. Spirit of Woman has undertaken extensive community engagement to guide the development of and in support of the artwork, including with survivors of family and domestic violence, women’s and other interested groups, services and agencies, Aboriginal and Torres Strait Island and culturally and linguistically diverse communities, local and state governments and the wider community.</p> <p>Engagement in relation to the potential locations has been undertaken with Spirit of Woman and across Council programs including Park Lands Planning, City Lifestyle, City Experience and Creative City.</p>
Resource	Creative City are liaising with Spirit of Woman to provide support and advice in respect to potential locations.
Risk / Legal / Legislative	Council has been working collaboratively with Spirit of Woman in its exploration of the proposed The Place of Courage public artwork since 2016. In 2019 Council supported the development of concept designs with \$15,000 funding (as an exception to policy). Should this project not proceed, it may attract both media and community feedback.
Opportunities	The Place of Courage public artwork would demonstrate Council’s commitment to healthy and resilient communities and safe and welcoming community spaces. Spirit of Woman will continue to leverage The Place of Courage public artwork in the Park Lands as a place that promotes wellbeing through an ongoing public program that raises awareness about family and domestic violence and provides a place of reflection and healing.
City of Adelaide Budget Allocation	Not as result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	The Place of Courage public artwork would be an enduring public artwork in the Adelaide Park Lands with an expected lifespan of 25 years or more
Ongoing Costs (eg maintenance cost)	Not as result of this report
Other Funding Sources	Not as result of this report

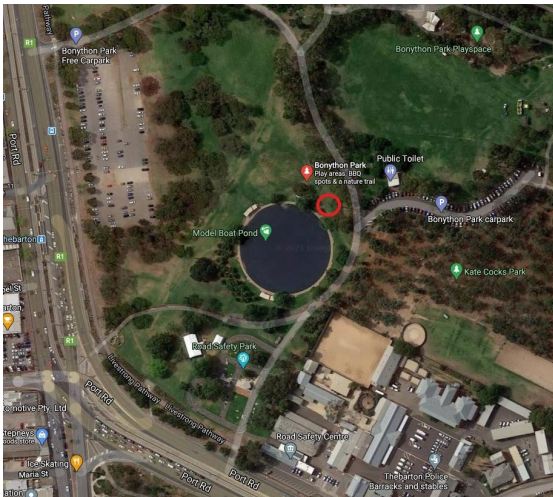
Discussion

1. Spirit of Woman is a not-for-profit organisation, based in Adelaide, that advocates for gender equality and a future free from family and domestic violence. The organisation was inspired by and is championed by Helen Oxenham. Helen started one of the first Women's Shelter in South Australia and has been awarded an Order of Australian Medal in recognition of her dedication to this cause for the past 45 years.
2. The central mission of Spirit of Woman is to see a major public artwork commissioned and installed in the Adelaide Park Lands to acknowledge and raise awareness about the impact of domestic and family violence in our society. The Place of Courage public artwork is imagined to be a contemporary public artwork set within complementary landscaped surrounds, designed to be a place of comfort and healing, promoting the courage to speak up and out, and a powerful symbol of peace and a unified community.
3. On 14 June 2016 a deputation was made to Council by Ms Lea Rebane, Ms Helen Oxenham and Mr Josh Reiter (now incorporated as Spirit of Woman Inc.) calling on Council to support a national domestic violence memorial in the City of Adelaide. At the Council meeting on 15 November 2016 Council resolved that a report be prepared investigating how a domestic violence memorial might be established in the city. Since then we have worked closely with Spirit of Woman to provide advice about the development and delivery of public art and memorials in line with current policy and process. During this time Spirit of Woman developed a design with a budget of between \$215,000 and \$415,000, however they were unable to raise the funds required to deliver their design.
4. At the meeting on 9 February 2021, Council resolved:

That Council:

 1. *Works with Spirit of Woman to identify a preferred location for a proposed Place of Courage artwork to acknowledge and raise awareness about the impact of domestic and family violence in our society. Where the site provides:*
 - a. *Public recognition*
 - b. *Private reflection*
 - c. *Space for events and community gatherings*
 - d. *Access to transport options*
 - e. *Access to car parking*
 - f. *Access to amenities*
 2. *Receives a report with preferred location for in principle approval by end May 2021 to enable Spirit of Woman to confidently leverage funding raising towards the development of the artwork.*
 3. *Flags its intention to the State Government that it will provide funding for the capital expense of the Place of Courage of \$100,000 on the condition that matched dollar for dollar funding is received from the State Government or any other Government.*
 4. *If the matched funding is unable to be secured the balance of the public art budget of \$70,000 be donated to the Place of Courage art installation.*
5. Spirit of Woman have undertaken wide-ranging community and stakeholder engagement with over 600 people who have indicated positive support for The Place of Courage public artwork. This included survivors of family and domestic violence, women's and other interested groups, services and agencies, Aboriginal and Torres Strait Island and culturally and linguistically diverse communities, local and state governments and the wider community.
6. Their intention is the creation of a major public artwork that incorporates sculptural elements and landscaping. The space will also:
 - 6.1. Accommodate a range of uses, as a place of public recognition, private reflection, and for events, community gatherings, and participatory education programs.
 - 6.2. Provide high visibility to the community, easy access to public transport, be surrounded by green space and have a sense of privacy.
7. Four locations in the Adelaide Park Lands were identified by a City of Adelaide project team that would potentially meet the site requirements of Spirit of Woman and align with the Adelaide Park Lands Management Strategy 2015-2025. The project team comprised Park Lands Planning, City Lifestyle, City Experience and Creative City.

8. On 24 March 2021 a tour of the sites was undertaken with two representatives of Spirit of Woman and the findings documented in The Place of Courage public artwork potential locations analysis [Link 1 [here](#)]. In summary, the findings were:
 - 8.1. Bonython Park/Tulya Wardli (Park 27) was identified as a suitable site.
 - 8.2. Blue Gum Park/Kurangga (Park 20) was identified as a suitable site.
 - 8.3. Red Gum Park/Karrawirra (Park 12) was not considered a suitable site.
 - 8.4. Wellington Square/Kudnartu (Park 33) was not considered a suitable site.
9. The full committee of Spirit of Woman has confirmed that its preference is to locate The Place of Courage public artwork in Bonython Park/Tulya Wardli (Park 27), next to the model boat lake, as shown:



10. Initial site investigations show that this preferred location is clear of major underground services.
11. Spirit of Woman has requested that the public artwork design includes planting of the Catherine House Rose given that it has a significant and symbolic connection with the intentions of the artwork.
12. Pending Council approval of the preferred location, Spirit of Woman will progress to engage an artist / landscape team to design a concept that meets the Spirit of Woman's desired outcomes for the artwork, budget and delivery in this Park Land setting.

Attachments

Nil

- END OF REPORT -



Event in Bonython Park/Tulya Wardli (Park 27)

ITEM 7.2 24/06/2021
Board Meeting

Author:
Christie Anthoney, Associate
Director, City Culture 8203 7444

2021/00644
Public

Purpose

The City of Adelaide (CoA) has received an application to stage the international touring production 'Channing Tatum presents Magic Mike Live' in Bonython Park/Tulya Wardli (Park 27) in 2022. The event proposes to run from 16 April 2022 to 10 July 2022. Bump in from 4 April 2022 and bump out by 12 July 2022.

The application meets the Bonython Park/Tulya Wardli criteria for event use as set out in the [Adelaide Park Lands Event Management Plan 2016-2020 \(APLEMP\)](#). In accordance with the APLEMP, public consultation and a decision of Council is required for the application as the event will occupy a significant portion of a park for more than four weeks. This report is presented to APLA as the event is proposing to occupy the site for over three months, which is a longer duration than most events within the Park Lands.

The report outlines the measures that the event would put in place to protect the natural and built environment of Bonython Park/Tulya Wardli (Park 27) during their occupation and minimise any impacts on the surrounding community.

Recommendation

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Supports the application from ATA Entertainment Pty Ltd to hold 'Channing Tatum presents Magic Mike Live' in Bonython Park/Tulya Wardli (Park 27) from 16 April 2022 to 10 July 2022. Bump in from 4 April 2022 and bump out by 12 July 2022.

Implications

Adelaide Park Lands Management Strategy 2015-2025	Adelaide Park Lands Management Strategy 2015-2025 Events in the Park Lands fulfil outcomes and strategies within the Adelaide Park Lands Management Strategy including: <ul style="list-style-type: none"> • Create places and attractions that set the Park Lands apart. • Host diverse events, from small to large, in more places more often.
APLA 2020-2025 Strategic Plan	Adelaide Park Lands Authority 2020-2025 Strategic Plan Strategic Plan Alignment – Culture
Policy	The event application has been assessed against the Adelaide Park Lands Event Management Plan 2016-2020 (APLEMP) through the application process and complies with requirements set out therein.
Consultation	Public consultation occurred from 6 to 27 May 2021. Public consultation occurred to help identify impacts that Magic Mike LIVE and the Council should consider before making a final decision regarding the application. There were 443 visits to the YourSay site and 151 people lodged a submission. The results of the public consultation are included as part of this report.
Resource	Not as a result of this report
Risk / Legal / Legislative	If approved, the event would be required to submit a Risk and COVID-19 Management Plan as a condition of the Event Licence Agreement.
Opportunities	The show will support Adelaide’s position as a location for events and expand Adelaide’s global reputation as a ‘magnet city’ through world class events, festivals and activation. It will result in increased visitation to the Adelaide CBD across the proposed performance dates, at what is traditionally a quieter time of year.
City of Adelaide Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	If approved by Council, the event organiser will be issued a single year Event Licence Agreement for the 2022 event.
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

Discussion

1. We have received an application from ATA Entertainment Pty Ltd, for a ticketed, dance and acrobatic performance titled 'Channing Tatum presents Magic Mike Live' (Magic Mike Live) to be held in Bonython Park/Tulya Wardli (Park 27) between April and July 2022.
2. The proposed Magic Mike Live event is a large scale, live production show based on the hit movies. It would include a range of elements including a performance Spiegel tent, comprising of a 360-degree dance and acrobatic performance stage, as well as a bar with a pre-event waiting area and patron amenities.
3. In cooperation with Het Spiegelpaleis in Belgium, Magic Mike Live has created the world's largest Spiegel tent, named The Arcadia. The Arcadia is a two storey, fully customised venue curated by Channing Tatum and the Magic Mike Live creative team especially for Australia.
4. The application has been assessed against the APLEMP and complies with the Bonython Park/Tulya Wardli (Park 27) criteria for event use.
5. The event proposes to run from 16 April 2022 to 10 July 2022. Bump in from 4 April 2022 and bump out by 12 July 2022.
6. The show will operate six days per week from:
 - 6.1 7.00pm to 9.00pm (Tuesdays - Thursdays)
 - 6.2 7.00pm to 9.00pm and 9.30pm to 11.30pm (Fridays)
 - 6.3 4.00pm to 6.00pm, 7.00pm to 9.00pm and 9.30pm to 11.30pm (Saturdays)
 - 6.4 4.00pm to 6.00pm and 7.00pm to 9.00pm (Sundays)
7. Magic Mike Live patrons must be at least 18 years to attend.
8. The show is currently touring Australia, performing in Melbourne from June through to August 2021, then Brisbane in November and December 2021.
9. Session times and capacity are in development and will be informed by the relevant laws, regulations, and restrictions in respect of the outbreak of COVID-19 that apply at the time.

Site design

10. The show will be performed inside the custom-built Spiegel tent, named The Arcadia. It will be supported by front and back of house zones and associated amenities for audiences with fencing.
11. The footprint [Link 1 [here](#)], would occupy approximately 4,000m² of Bonython Park/Tulya Wardli (Park 27), infrastructure taking up approximately 2,000m².
12. Overall site design is in accordance with the APLEMP and the event site must demonstrate high design values.
13. As this is a ticketed event and to respond to COVID-19 requirements for capacity management and contact tracing, the site will be fenced. In accordance with the APLEMP, fencing will be attractive and semi-transparent where black-out is not needed to maintain a tidy aesthetic for back of house areas.

Protection of the Park Lands

14. As a condition of an Event Licence Agreement with the City of Adelaide, ATA Entertainment Pty Ltd would be responsible for the financial cost of any remediation required as a result of the event.
15. However, in order to minimise impact to the Park Lands, the event must also undertake rigorous site management, centred around the protection and care of the Park Land environment.
16. This requirement would include but is not limited to the following:
 - 16.1. Tree protection zones established.
 - 16.2. Ground protection for high traffic areas.
 - 16.3. Site watering and treatments throughout the occupation period as necessary.
 - 16.4. Buildings elevated off the ground to protect the grass.
 - 16.5. Controlled vehicle movement during bump-in and bump-out.
 - 16.6. Ongoing site assessments with Council to monitor site conditions and collaborate on solutions.
 - 16.7. No car parking facilitated on the site.

Pathway Access

17. Usual pathway access will be maintained throughout Bonython Park/Tulya Wardli (Park 27) at all times.

Public Consultation

18. In accordance with the APLEMP, public consultation and a decision of Council is required for the application as the event will occupy a significant portion of a Park for more than four weeks.
19. Public consultation for the application was administered via Your Say Adelaide between 6 and 27 May 2021 and a summary of the results are included here [Link 2 [here](#)].
20. Below provides a short summary of the results.
- 20.1. A total of 443 people visited the Your Say Adelaide website.
- 20.2. Of the 443 people, 151 people lodged feedback via the Your Say Adelaide website.
- 20.3. 138 strongly agree, ten agree, one is neutral, and two strongly disagree.
21. Some key comments which came out from the feedback were:
- 21.1. *'PLEASE PLEASE PLEASE GO AHEAD WITH THIS .. I know so many that are looking to travel to Victoria for the show's, it would be better to keep the money here in the state.'*
- 21.2. *'It's great to see new events coming to Adelaide!'*
- 21.3. *'Hosting Magic Mike Live in Adelaide will allow South Australians to attend without putting themselves at risk of COVID-19 through having to travel interstate.'*
- 21.4. *'Don't let Adelaide miss out on something amazing!!! We always get forgotten about!!!'*
- 21.5. *'Saw this show in Las Vegas and it is absolutely amazing! Adelaide will embrace this show for sure.'*
22. The purpose of the public consultation was to help identify any impacts that ATA Entertainment Pty Ltd and the Council should consider before a final decision is made regarding application.
23. The consultation was promoted via Public Notice and via Council's Facebook page which received over 3,200 comments and 658 likes.

Next Steps

24. Council will note APLA's advice and consider a report on this event at the meeting on 13 July 2021.

Attachments

Nil

- END OF REPORT -



Bundey's Paddock/Tidlangga (Park 9) – Community Engagement Findings

ITEM 7.3 24/06/2021
Board Meeting

Author:

Tom McCready, Acting Director
City Shaping 8203 7313

2015/00666
Public

Purpose

This report presents the findings of a community engagement process undertaken on a draft community sports building concept and associated landscape plan, a draft 21-year lease agreement, and a draft Community Land Management Plan (CLMP) chapter for Bundey's Paddock/Tidlangga (Park 9).

Over a four week period we received 129 submissions. Of those that completed a feedback form (123), 38% were associated with the formal sporting use of Park 9, 24% were informal users of the park, 17% lived on MacKinnon Parade opposite Park 9 and another 14% were local city residents.

Overall, most respondents supported the engagement documents. As a result of the engagement findings, we are recommending several subtle changes to the building design, lease agreement and CLMP and seeking the support of the Board to finalise these documents and progress the community sports building project.

Recommendation

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Adelaide Park Lands Authority:

1. Notes the Community Engagement Summary as shown in Attachment A to Item 7.3 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 24 June 2021.
2. Supports the Sports Building Concept for Bundey's Paddock/Tidlangga (Park 9) as shown in Attachment B to Item 7.3 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 24 June 2021, subject to:
 - 2.1. The two existing buildings being removed and all landscape treatments completed with six months of finalising construction of the new building.
 - 2.2. All toilets being plumbed to GAP and consideration of a rooftop solar panel system.
 - 2.3. No doorways being provided on the northern side of the social space.
 - 2.4. The lessee funding the project including all shown landscape treatments.
3. Supports the Park Lands Lease Agreement for Bundey's Paddock/Tidlangga (Park 9) between Prince Alfred College and the City of Adelaide as shown in Attachment C to Item 7.3 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 24 June 2021.
4. Supports the Community Land Management Plan Chapter for Bundey's Paddock/Tidlangga (Park 9) as shown in Attachment D to Item 7.3 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 24 June 2021.

Implications

Adelaide Park Lands Management Strategy 2015-2025	Adelaide Park Lands Management Strategy 2015-2025 The Strategy recognises Bunday's Paddock/Tidlangga (Park 9) as an activity hub with a 'multi-purpose building for sports and the community which provides public toilets' as the highest priority project for this precinct.
APLA 2020-2025 Strategic Plan	Adelaide Park Lands Authority 2020-2025 Strategic Plan Strategic Plan Alignment – Advice Provide advice on plans, projects and policies for the Adelaide Park Lands.
Policy	The Lease Agreement has been prepared in accordance with the Adelaide Park Lands Leasing and Licensing Policy. The building concept design has been assessed as being consistent with the Adelaide Park Lands Building Design Guidelines.
Consultation	Community consultation to inform this report was undertaken in accordance with the <i>Local Government Act 1999 (SA)</i> between 4 March 2021 and 6 April 2021.
Resource	Not as a result of this report
Risk / Legal / Legislative	The existing public toilets in Park 9 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 Community Land Management Plan for the Adelaide Park Lands at least once every five years.
Opportunities	New fit for purpose amenities will create accessible public toilets to service the entire activity hub and a facility that can cater for contemporary community sporting requirements including male, female and junior participants, as well as supporting non-sporting community development activities.
City of Adelaide Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	A minimum of 21 years
Ongoing Costs (eg maintenance cost)	In accordance with the lease agreement, the lessee will be responsible for ongoing maintenance costs related to this project, excluding the public amenities. 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 the lessee.

Discussion

1. On 5 November 2020, the Adelaide Park Lands Authority resolved to provide the following advice to Council:

'That the Adelaide Park Lands Authority:

1. *Notes the 2015 building concept for Bunday'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 Bunday'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 410sqm.*
 - 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, with the time limit in Item 5 and Item 9 of the Schedule to the lease extended to two hours, 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.'*

2. On 15 December 2020, Council resolved:

'That Council:

1. *Notes the timeline of advice and decisions to date on this matter including Council approval in 2015 to consult on a building concept developed by Prince Alfred College as shown in Attachment A to Item 10.3 on the Agenda for the meeting of the Council held on 15 December 2020.*
2. *Approves the building concept for Bunday's Paddock/Tidlangga (Park 9) as shown in Attachment B to Item 10.3 on the Agenda for the meeting of the Council held on 15 December 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 410sqm as recently advised by the Adelaide Park Lands Authority Board.*
 - 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. *Approves the draft Lease Agreement as shown in Attachment C to Item 10.3 on the Agenda for the meeting of the Council held on 15 December 2020, being released for statutory consultation for a four week period.*
4. *Notes the 'Prince Alfred College Park 9 Management Plan' as per Attachment D to Item 10.3 on the Agenda for the meeting of the Council held on 15 December 2020 and requests that the Plan specifically identify residents living on MacKinnon Parade between Mann Terrace and Jerningham Street as being provided in their letterbox with:*
 - 4.1. *An annual calendar of football matches scheduled in Bunday's Paddock/Tidlangga (Park 9) 14 days prior to the scheduling of the first match of the season.*
 - 4.2. *Notification of an event or activity that is likely to attract greater than 250 people (including participants) in Bunday's Paddock/Tidlangga (Park 9) 14 days prior to the event or activity.*
5. *Approves the revision of the Adelaide Park Lands Community Land Management Plan for Bunday's Paddock/Tidlangga (Park 9) as per Attachment E to Item 10.3 on the Agenda for the meeting of the Council held on 15 December 2020, being released for statutory consultation for a four week period.'*

3. Prior to commencing community engagement, the relevant documents were amended to reflect the above Council Decision.

Community engagement process

4. Community engagement was undertaken between 4 March 2021 and 6 April 2021. During this time the community had the opportunity to provide feedback on three proposals relating to Bunday's Paddock/Tidlangga (Park 9), being:
 - 4.1. A draft 21-year lease agreement between the City of Adelaide and Prince Alfred College (who will be the headlease holder) for the proposed new building and adjacent community sporting ground.
 - 4.2. A community sports building concept design and associated landscape plan.
 - 4.3. A draft Community Land Management Plan (CLMP).
5. Engagement tools included:
 - 5.1. Information sessions in Park 9 on Sunday 14 March and Thursday 18 March 2021.
 - 5.2. Letter box drop to residents living on MacKinnon Parade between Jerningham Street and Mann Terrace.
 - 5.3. Poster drop to businesses in Melbourne Street.
 - 5.4. Signage in Park 9.
 - 5.5. Engagement packs in City of Adelaide libraries, community centres and customer centre.
 - 5.6. Your Say Adelaide webpage.
 - 5.7. Government Gazette publication on 4 March and Public Notice in The Advertiser on 5 March 2021.
 - 5.8. Paid social media posts.
 - 5.9. Digital posters on City of Adelaide screens.
 - 5.10. E-mails to relevant stakeholders.
6. During the engagement process, we received 129 submissions in total. 123 submissions were received via the feedback form and another six submissions were received via e-mails and letters.
7. Of those that completed a feedback form, 38% were associated with the formal sporting use of Park 9, 24% were informal users of the park, 17% lived on MacKinnon Parade opposite Park 9 and another 14% were local city residents. A summary of the community engagement findings is provided in **Attachment A**.

8. As a result of the community engagement findings, the following amendments and recommendations are proposed in relation to the building concept, lease agreement and CLMP:

Document	Finding	Amendment/Response
Lease Agreement	Several respondents commented on the need to manage the lessee to ensure they comply with the lease conditions.	Revised tenure arrangement from an unbroken 21 years to 10 + 11 years to ensure a substantial lessee performance review occurs at the ten year mark. This aligns with the ten year compensation clause contained in the lease agreement.
Lease Agreement	Multiple respondents recognised the community benefit of allowing the proposed building to be hired between 8.00am and 6.00pm. Several respondents were concerned about a private school holding a lease in the Park Lands.	Permitted use definition expanded to include 'community development activity' and wording strengthened to ensure lessee is compelled to facilitate appropriate community use.
Lease Agreement	Some respondents requested a clearer definition of 'community use' to ensure the building was not hired by commercial organisations.	Revised wording allowing only not for profit groups undertaking activities consistent with the 'permitted use' will be able to hire the building.
Lease Agreement and CLMP	There was strong support for retaining the existing liquor licence arrangements of Saturdays between 12noon and 6.00pm. It was suggested that this arrangement be stated in the lease agreement and Community Land Management Plan to ensure it was not altered over the life of the lease agreement.	Liquor licence arrangement of Saturdays 12noon to 6.00pm detailed in the lease agreement and CLMP.
Lease Agreement and CLMP	To deter any future increase in building footprint, it was suggested that the proposed building footprint be detailed, and the enclosing of outdoor undercover areas not be permitted.	Wording added with regards to the proposed 410sqm building footprint in the lease agreement and no enclosing of outdoor areas detailed in the lease agreement and CLMP.
Lease Agreement and CLMP	Some respondents expressed concerns about the storage of cricket sight screens in the winter and top-dressing materials on the northern edge of the park.	Wording added to the lease agreement and CLMP relating to equipment and materials being stored on the southern side of the park.
CLMP	Most respondents strongly agreed or agreed with the proposals and content contained in the draft Community Land Management Plan (CLMP). Several respondents who felt neutral about the draft CLMP, requested consideration of landscape improvements on the northern edge of Park 9 to deter vehicles entering the park. It was also suggested that pedestrian access be improved on the northern edge.	Wording added in relation to improving pedestrian access along the northern edge of the park, building on the existing wording of considering landscape treatments to deter unauthorised vehicles entering the park.
CLMP	It was suggested that the removal of the existing buildings should be explicit.	Wording added in relation to the new building and its provision being subject to the removal of the existing buildings. Recommendation in report that the existing buildings must be removed.
Building Concept	Several respondents requested more sustainability features, including water collection/re-use, solar panels, double glazing and green waste management.	Recommendation in report that the lessee utilise GAP water for flushing toilets and consider a rooftop solar panel system.
Building Concept	Some respondents were concerned by the proposed building location, particularly in relation to the introduction of a social space.	Recommendation in report that there are no doorways on the northern side of the social space to reduce noise emanating from the building towards residents.

9. In addition to the above documents, PAC retains its Park 9 Management Plan, which incorporates a 'code of conduct' for users of the leased facilities. A copy is provided in Link 1 [here](#).
10. In discussing these amendments with PAC, they have indicated that they do not support:
 - 10.1. The revised tenure arrangements.
 - 10.2. Including the details of the liquor licence arrangement in the lease agreement.
 - 10.3. The absence of doorways on the northern side of the social space.
11. With these proposed amendments, it is recommended that the Adelaide Park Lands Authority support:
 - 11.1. The establishment of a new community sports building in Park 9 as per the building concept design shown at **Attachment B** subject to:
 - 11.1.1. The two existing buildings being removed and all landscape treatments completed within six months of finalising construction of the new building.
 - 11.1.2. All toilets being plumbed to GAP and consideration of a rooftop solar panel system.
 - 11.1.3. No doorways being provided on the northern side of the social space.
 - 11.1.4. The lessee funding the project including all shown landscape treatments.
 - 11.2. The lease agreement between the City of Adelaide and PAC for Park 9 as shown at **Attachment C**.
 - 11.3. The CLMP Chapter for Park 9 as shown at **Attachment D**.

Next steps

12. This matter will be considered by Council in July 2021. Subject to their approval and PAC accepting the finalised lease agreement, the lease agreement will be laid before both Houses of Parliament for a minimum of 14 sitting days concurrently.
13. The lessee will then seek Development Approval for the new building and removal of the two existing buildings.
14. Everyone who responded to the community engagement will be notified of the engagement findings and the final Decision of Council.

Attachments

Attachment A – Community Engagement Summary – Bunday's Paddock/Tidlangga (Park 9)

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

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

Attachment D – CLMP Chapter for Bunday's Paddock/Tidlangga (Park 9)

- END OF REPORT -

COMMUNITY ENGAGEMENT SUMMARY

Bundey's Paddock/Tidlangga (Park 9)

- Draft 21-year lease agreement between the City of Adelaide and Prince Alfred College
- Draft community sports building concept design and associated landscape plan
- Draft Community Land Management Plan

May 2021

DOCUMENT PROPERTIES

Contact for enquiries and proposed changes

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

Contact Officer: Ray Scheuboeck

Title: Team Leader Community Lifestyle

Phone: (08) 8203 7688

Email: r.scheuboeck@cityofadelaide.com.au

Record Details

HPRM Reference: ACC2021/76177

HPRM Container: 2015/00666

1. BACKGROUND

Prince Alfred College (PAC) is the current lessee in Bunday's Paddock/Tidlangga (Park 9) and in 2015 approached Council with a desire to replace its existing changerooms with a facility that met AFL Preferred Facility Guidelines including a social space.

Following a community engagement process in 2015 on a building concept design developed by Prince Alfred College, the lessee was directed by Council to revise the proposal.

A new building concept design was submitted to Council in 2020 along with a PAC Management Plan.

In the interim, a new draft lease agreement for Park 9 was developed by Council and a draft revision of the Community Land Management Plan (CLMP) for Park 9 was developed as required by the *Local Government Act 1999 (SA)*.

On 15 December 2020, Council approved a draft building concept design and associated landscape plan, a draft 21 year lease agreement between the City of Adelaide and Prince Alfred College, and a draft Community Land Management Plan (CLMP) for Bunday's Paddock/Tidlangga (Park 9) for the purpose of undertaking community consultation.

The findings of this consultation will be provided to the Adelaide Park Lands Authority and Council Members in order to inform their advice and decisions in relation to the building concept design, lease agreement and CLMP.



1.1 Key Dates

Community engagement occurred between 4 March and 6 April 2021. Drop in sessions were held in Park 9 on Sunday 14 March and Thursday 18 March 2021.

1.2 Key Numbers

1,322	visits to the Your Say Adelaide engagement page
578	people viewed/downloaded a document
129	feedback submissions received in total
123	submissions were received via the feedback form
47	respondents were related to or part of sporting use of Park 9
21	respondents were residents living on MacKinnon Parade opposite Park 9
6	submissions were received via an e-mail or letter
2	drop in sessions were held in Park 9



1.3 Key Findings

Most respondents agreed with the permitted use described in the draft lease agreement, whilst several respondents disagreed with the principle of a private school holding a lease in the Park Lands.

Multiple respondents recognised the community benefits of allowing the proposed building to be hired between 8.00am and 6.00pm, whilst some respondents agreed with the hiring conditions on the proviso that they did not change over the life of the lease agreement.

Some respondents requested a clearer definition of 'community use' to ensure the building was not hired by commercial organisations.

Most respondents agreed or strongly agreed with the lessee providing information about Park 9 sporting events and activities in advance to residents living on MacKinnon Parade (between Mann Terrace and Jerningham Street).

There was strong support for retaining the existing liquor licence arrangements of Saturdays between 12noon and 6.00pm. It was suggested that this arrangement be stated in the lease agreement and Community Land Management Plan to ensure it was not extended over the life of the lease agreement.

The majority of respondents agreed with the proposed building location, whilst just over half of the respondents living on MacKinnon Parade opposite Park 9 did not agree.

Most respondents agreed with the building concept design and associated landscape plan. Respondents living on MacKinnon Parade opposite Park 9 were equally divided between agreeing with and not agreeing with the concept design and landscape plan.

Several respondents requested more sustainability features, including water collection/re-use, solar panels, double glazing and green waste management.

Most respondents strongly agreed or agreed with the proposals and content contained in the draft Community Land Management Plan (CLMP). Several respondents who felt neutral about the draft CLMP, requested consideration of landscape improvements on the northern edge of Park 9 to deter vehicles entering the park.

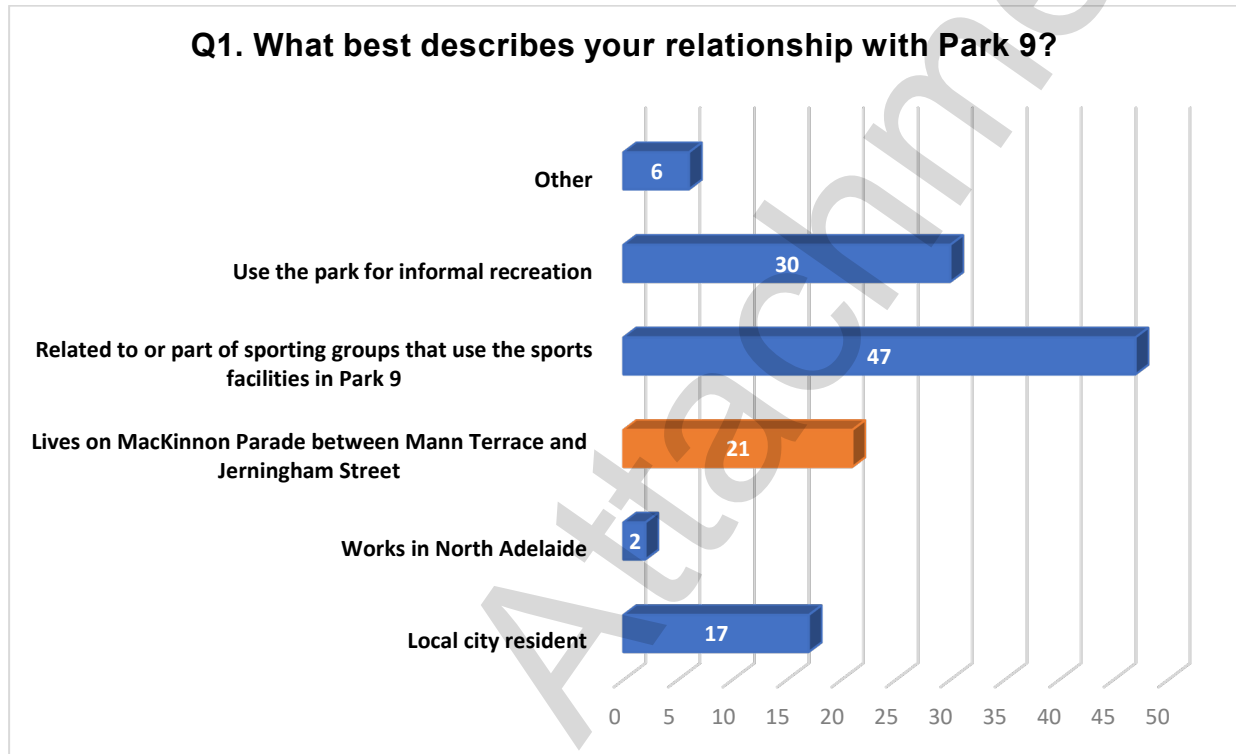
Nearly all respondents agreed with the need for improved facilities to support formal and informal use of Park 9.

2. SUBMISSION FORM RESPONSES

The following is a summary of the 123 submissions that we received using the feedback form. It was not possible to include the six written submissions received from individuals and organisations as they did not include information relevant to this section. These submissions are summarised later in this report (Section 3).

A copy of all comments submitted as part of this engagement process is provided in Section 4 of this report.

2.1 Relationship to Park 9



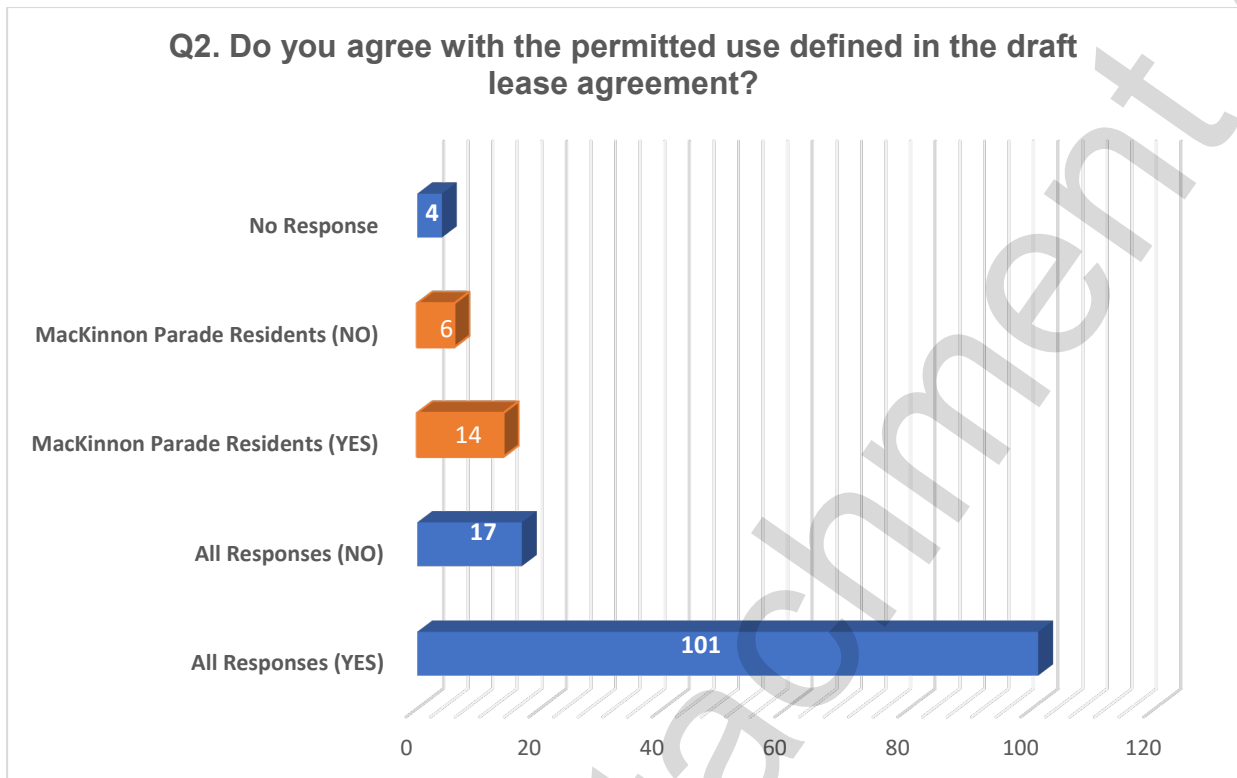
People were asked to select one option that best described their relationship with Park 9.

Over one third (38%) of respondents were associated with the formal use of the sporting facilities in Park 9.

Nearly a quarter of respondents were informal users of the park.

17% of respondents lived on MacKinnon Parade directly opposite Park 9.

2.2 Permitted Use



The draft lease agreement defines permitted use as:

'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 two (2) hours immediately following a sporting event and concluding no later than the times stated in ITEM 7).'

People were asked if they agreed with the description.

Most respondents agreed to the permitted use defined in the draft lease agreement.

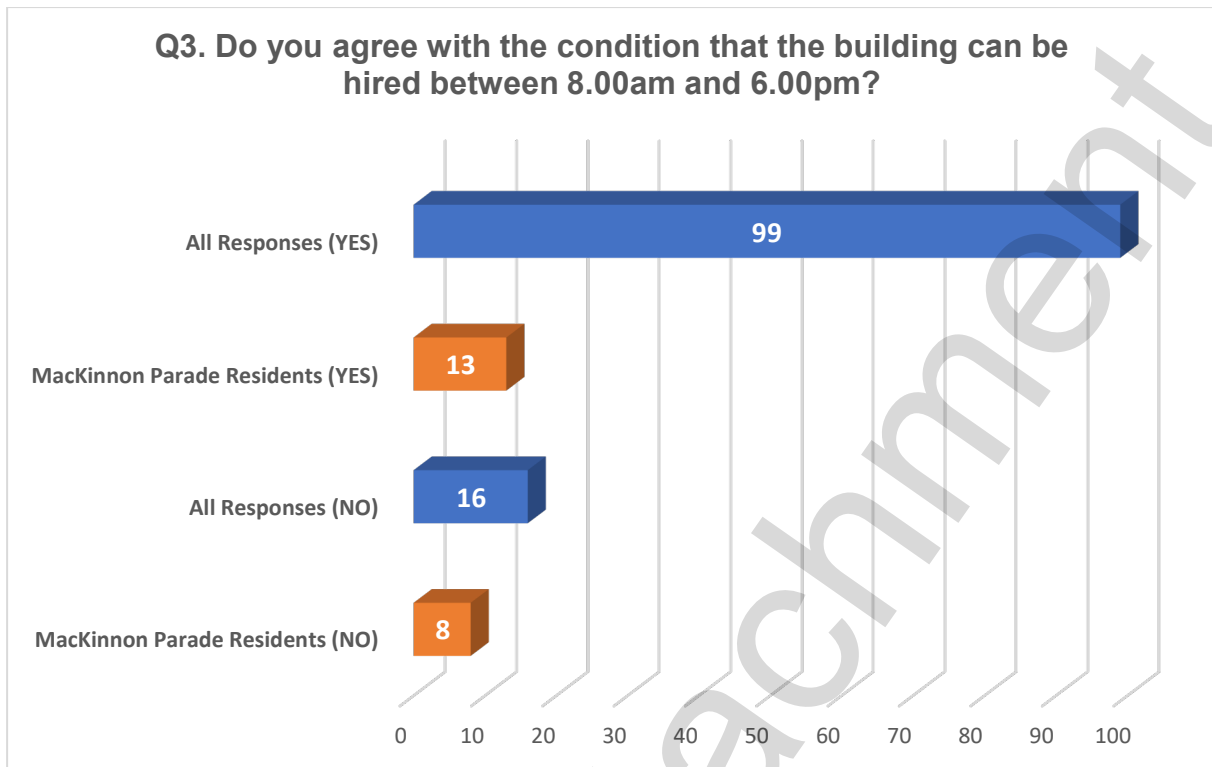
Reasons for agreeing included:

- it is appropriate for facilities designed for community sport
- it sounds reasonable/fair
- it is consistent with existing use

Reasons for not agreeing included:

- private schools should not hold leases in the Park Lands
- not supportive of the change in use or proposed finish times (too late)
- time limits are too restrictive (too early)

2.3 Hire Conditions



The draft lease agreement proposed that:

'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 between the hours of 8.00am and 6.00pm.'

People were asked if they agreed with these conditions.

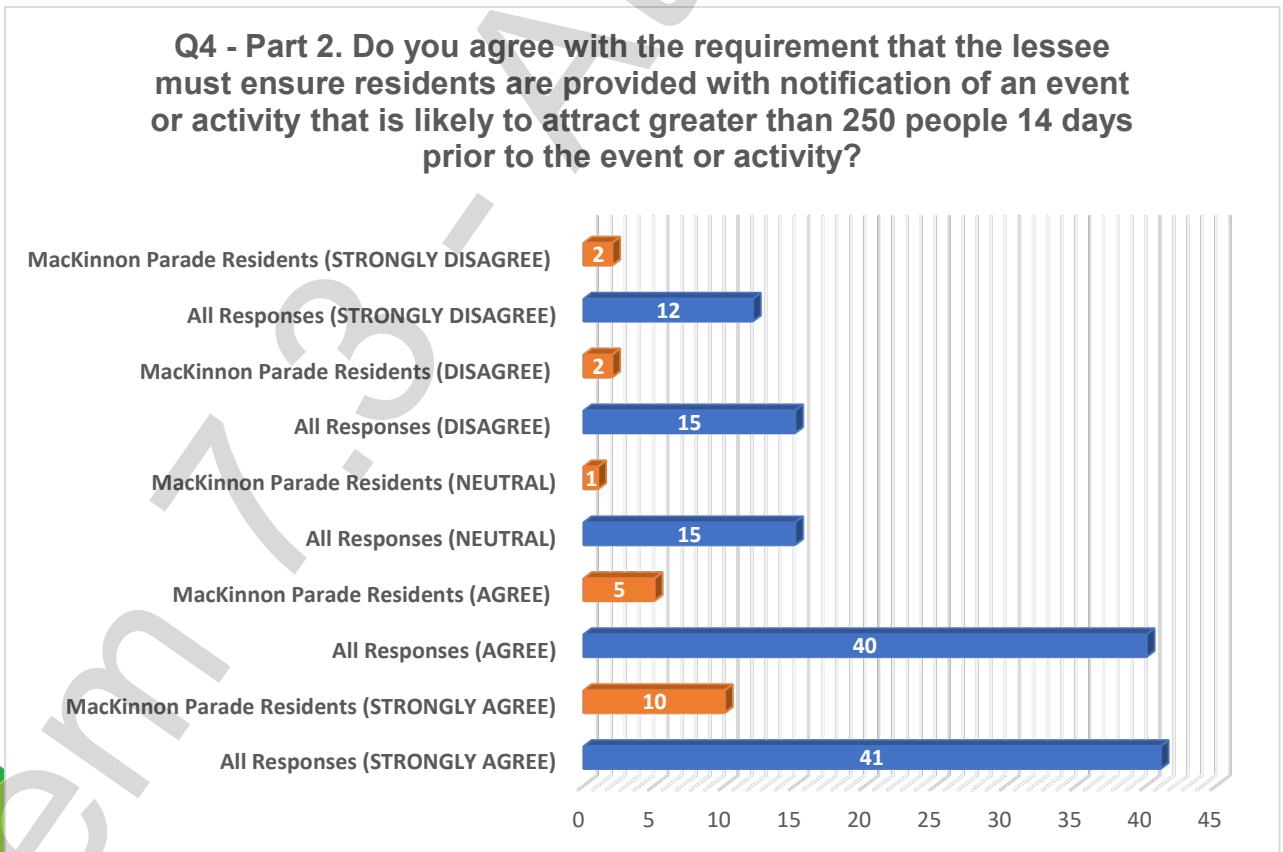
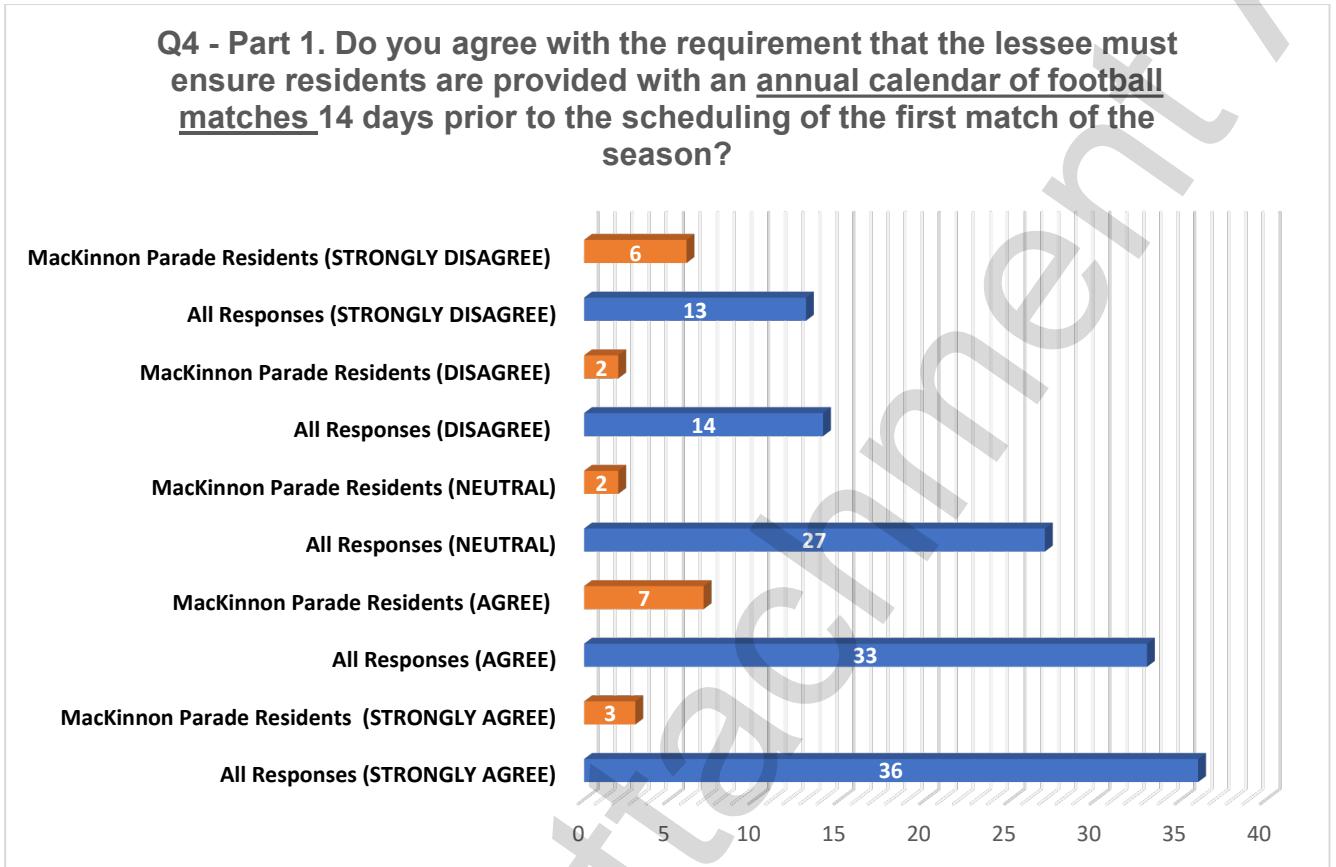
Multiple respondents who agreed with the hire conditions commented on the benefits this would bring to the broader community and that the Park Lands should be utilised as much as possible.

Some respondents agreed on the proviso that the hire conditions remain unchanged for the life of the lease agreement (ie times and permitted use).

Reasons for not agreeing included:

- should be able to hire beyond 6.00pm
- the hire times were too long
- there should not be any commercial use of the building

2.4 Communication with Residents



PAC has developed a management plan for the proposed building in Park 9 and within that has included actions relating to informing residents immediately opposite the park of events and activities.

People were asked if they agreed with these requirements.

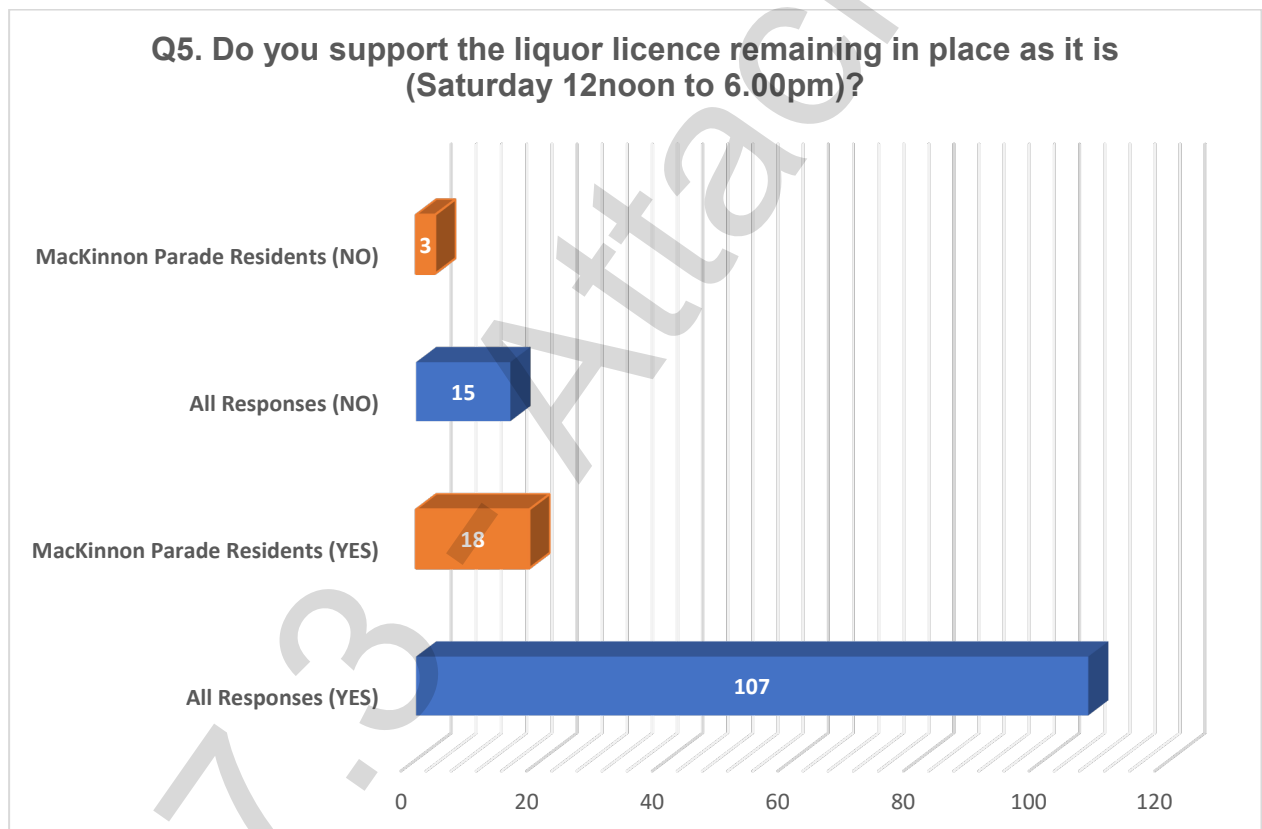
Most respondents agreed or strongly agreed that there was value in the lessee providing information about events and activities in Park 9 to residents living on MacKinnon Parade between Mann Terrace and Jerningham Street.

Generally, respondents saw the greatest benefit in residents being informed about the larger events.

A few respondents asked for clarification of the measurement of 250 people (ie 250 people at one time or over a day).

Some respondents thought this was an onerous task, whilst others acknowledged that activities and events listed on the annual calendar could change over the course of a season.

2.5 Liquor Licence



The draft lease agreement requires the lessee to obtain Council's consent prior to serving, selling or providing alcohol. The primary user of the facilities in Park 9, being Prince Alfred Old Collegians Association, currently holds a liquor licence for Saturdays between the hours of 12noon and 6.00pm.

People were asked if they supported this arrangement continuing.

Most respondents supported the existing liquor licence arrangements of Saturdays between 12noon and 6.00pm.

Numerous respondents supported it on the proviso that it would be monitored and not changed going forward.

Conversely, multiple responses were supportive but suggested that the time be extended to later in the evening, particularly during the summer as cricket matches traditionally finished later.

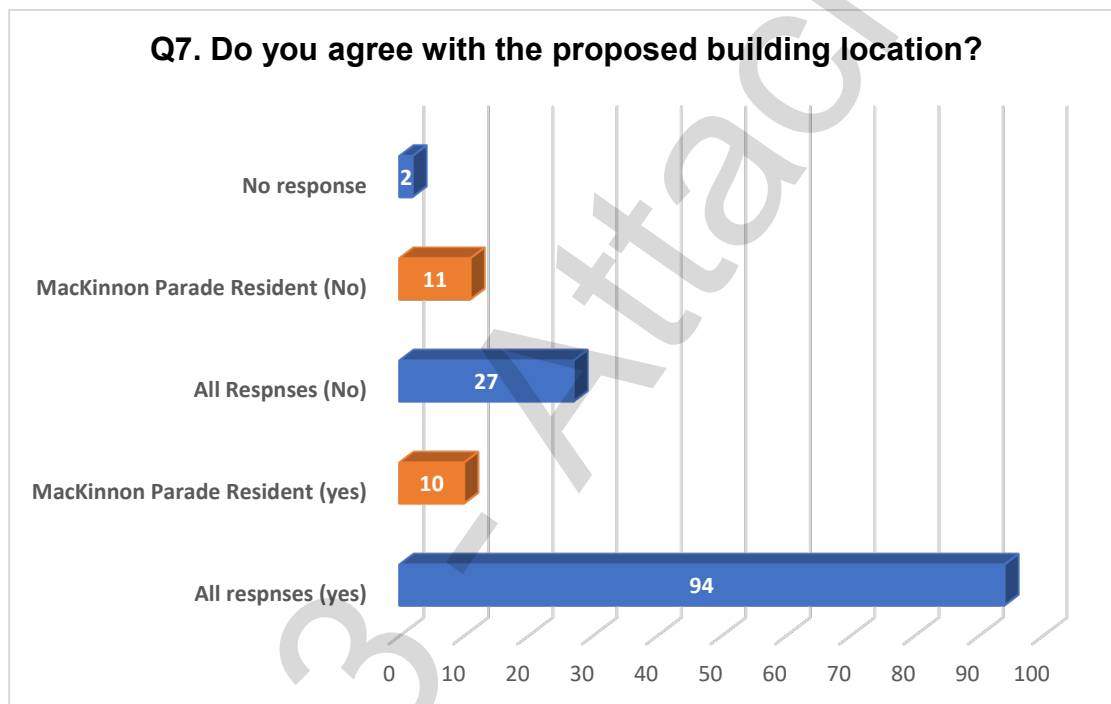
2.6 Other Comments on the Draft Lease Agreement

People were asked if they had any other comments on the draft lease agreement.

Multiple respondents took the opportunity to comment on the poor state of the existing changeroom facilities, while others mentioned the need for improved facilities.

One respondent requested that the cricket sightscreens be addressed in the lease in relation to off-season storage and another requested that the proposed building have double glazed windows.

2.7 Community Sports Building Location



The building concept design developed by PAC shows the building located on the south-west side of the sports oval, positioning it between the activity hub (playspace) and oval.

People were asked if they agreed with this location.

Most respondents agreed with the proposed location of the building, with reasons given including:

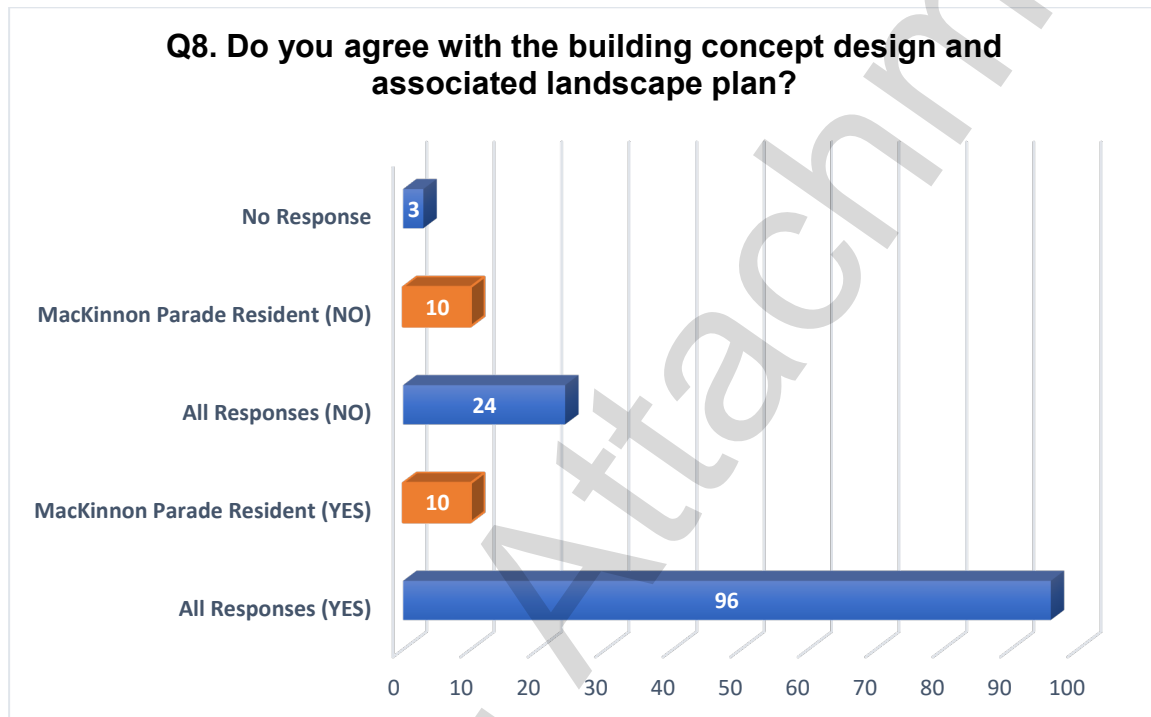
- better location for viewing sport and providing shelter
- a sensible/balanced location
- close to the playground

Just over half of the respondents who live on MacKinnon Parade opposite Park 9, did not agree with the proposed building location. Reasons given included:

- prefer the same location as the existing building
- too close to homes
- will be harder to access and require more infrastructure

Several respondents who didn't support the location recommended that the building be more centrally located (ie further north).

2.8 Building Concept Design and Landscape Plan



The building concept design developed by PAC provides information on the building appearance, materials etc and includes a landscape plan of the surrounds including access paths.

People were asked if they agreed with the design and landscape plan.

Most respondents agreed with the building concept design and associated landscape plan. Common reasons for agreeing included:

- looks good/great/nice
- fits in
- modern design

The most common reason cited for not agreeing was that the building was too large, followed by the building being in the wrong location.

Two respondents made reference to the sustainability credentials of the design and asked for the design to either collect rainwater or utilise recycled water (ie GAP).

Respondents who live on MacKinnon Parade opposite Park 9 were equally divided between agreeing with and not agreeing with the concept design and landscape plan.

2.9 Other Comments on the Community Sports Building

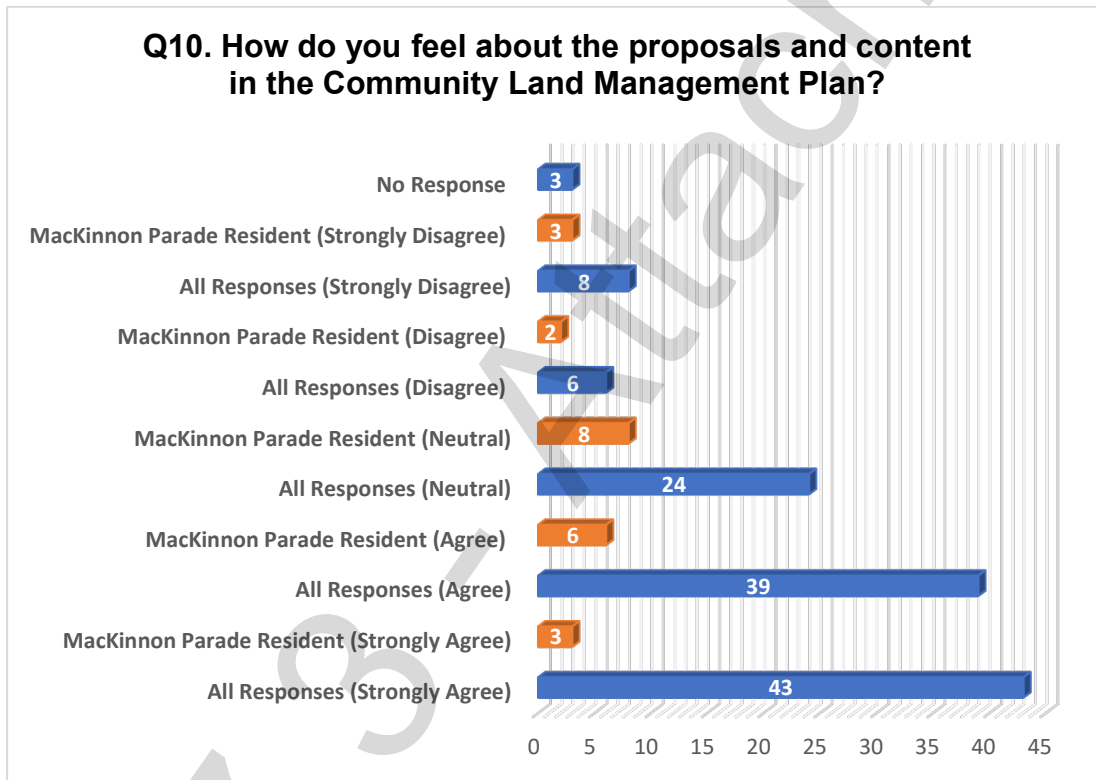
People were asked if they had any additional comments in relation to the proposed building.

Multiple respondents mentioned that the project was needed and would be an improvement on the existing facilities.

Several respondents requested sustainability considerations including solar panels, double glazing and green waste collection.

One respondent recommended retention of the existing maintenance shed to facilitate a 'men's shed' in Park 9.

2.10 Proposals and Content of the Draft Community Land Management Plan



Most respondents strongly agreed or agreed with the proposals and content contained in the draft Community Land Management Plan (CLMP).

Common reasons for agreeing included comments such as appropriate, sensible and fair.

Two respondents agreed with the proposed dog management conditions.

Several respondents who felt neutral about the draft CLMP, requested consideration of landscape improvements on the northern edge of Park 9 including treatments to deter vehicles entering the park.

Reasons cited for not agreeing with the CLMP were varied. Single reason responses included:

- a heritage listed park should not have a centrally located building
- more investment in the Park Lands Trail
- lack of explanation of why the public cannot use the land during sporting events
- increase in footprint is wrong

2.11 Further feedback on any part of this consultation

People had the opportunity to provide a general comment about the consultation.

Multiple respondents mentioned that the proposed improved facilities would benefit everyone using Park 9.

Several respondents asked that there be no buildings in the Park Lands.

Two respondents referred to the proposed toilets and requested signage and baby change facilities, whilst one respondent requested additional dog poo dispensers.

3. E-MAIL AND LETTER SUBMISSIONS

This section summaries six written submissions that were received in an e-mail or letter format.

Submissions were received from four individuals and the following organisations:

- South Australian National Football League
- The North Adelaide Society

3.1 Individuals

One respondent liked the proposed building design. Other respondents raised concerns about the extent of built form on the Park Lands.

3.2 South Australian National Football League

The South Australian National Football League (SANFL) expressed support for the building design and the prioritising of family friendly facilities to accommodate diverse user needs.

The SANFL indicated that the design largely met the AFL Preferred Facilities Guidelines, although they were concerned by the smaller than recommended social/community space.

3.3 The North Adelaide Society

The Society suggested that the lease agreement and Community Land Management Plan (CLMP) clearly express:

- the liquor licence arrangements (preferring to see a licence only for exceptional events)
- no further expansion of building footprint beyond what is proposed
- no enclosure of outdoor spaces under roof areas

The Society suggested a need to define 'community use' in the lease agreement and that the CLMP note the requirement to remove the existing buildings.

Whilst largely supportive of the building design, the Society believed the white roof line was incongruous with the design overall.

4. VERBATIM RESPONSES

4.1 Permitted Use

Response	Comments
Yes	<i>I agree to this with reservations as I disagree with the sale and consumption of alcoholic beverages in close proximity to and within clear viewing by residents and young users of the community playground and sports facilities.</i>
	<i>Matches current use</i>
	<i>Park 9 is used for sporting events, and at sporting events food and drink are sold. It think it's reasonable that this continues within the timeframes outlines in the agreement.</i>
	<i>I think this is a fair time for food and beverage to be served.</i>
	<i>I believe that this new building is essential to the area because existing facilities are woeful and I'm reluctant to use them given their poor state.</i>
	<i>Plan looks good. Should improve use and also develop the site in a friendly and environmentally sympathetic way.</i>
	<i>It's consistent with my expectations of the property choice.</i>
	<i>It is good that schools and sporting groups have access to appropriate updated facilities to use following sporting events</i>
	<i>I support progress</i>
	<i>It's good for the sporting teams that use the ground, to have appropriate facilities for both players and spectators.</i>
	<i>I think it is great that the parklands can be used by individuals who are promoting friendly activity and health</i>
	<i>It is appropriate that use be maximised by the school and the club, and that food and drink be available within limited times</i>
	<i>The facilities are appropriate, well scaled and will enhance an ageing existing structure.</i>
	<i>Both appear reasonable</i>
	<i>great to see sporting groups use decent facilities</i>
	<i>This is already a well used facility for the activities listed in the draft agreement and the proposed upgrades will further improve the amenity for users.</i>
	<i>The combination of use of PL i.e Leisure/ Recreation and sport is beneficial for all</i>
	<i>The lessee taking responsibility for utilities and rates as well as environmental impacts and obligations makes sense.</i>
	<i>I agree with the permitted use define in Item 5 and Item 9</i>
	<i>The rate of growth in women's sport requires a move towards developing appropriate spaces to provide for their needs. The current facility at Bunday's Reserve does not encourage young women to pursue any of the sporting options that Park 9 provides.</i>
	<i>Important that schools and sporting groups have access to upgraded facilities on a similar footprint in Park 9</i>
	<i>The current facilities at Park 9 are abysmal. For a Division 1 Football and Cricket Club there should be modern and safe facilities. As I understand the clubs are footing the bill for this development and it wont change its liquor licensing or take up more space than it already is. The fact that the public will also have access to these facilities is a fantastic thing. As the current public toilets out the back</i>

<p>are dark, dingy, old, the doors don't lock properly in the men's and generally have an unsafe feeling about them, especially at night time.</p> <p>There cant be any reasonable reason to not allow these rooms as they will not change the nature of use.</p> <p>The only outcome from the development is an improved facility for junior and senior sports and the general public. Must go ahead!!</p>
<p>Consistent with existing use</p>
<p>Great that sporting groups can have access to nice, clean facilities.</p>
<p>I was very disappointed over four years ago when the new playground was installed - minus toilets - and this project was stalled. Thank goodness the Wright brothers were born in the last century - there is no way a plane would get in the air today!</p>
<p>Consistent with long term use of Park 9 for sport and limited social activities</p>
<p>Looks like reasonable use - not too late at night.</p>
<p>The use of Parklands for sporting activity provides a vibrant and healthy outcome for the community and ensures assets are not under utilized.</p>
<p>Yes that's reasonable. No different than the current use.</p>
<p>Good that schools and sporting groups will have access to proper facilities at the ground and appropriate the license can be in use during sporting event/immediately after sport.</p>
<p>Improving facilities for sports group and school is a positive move, proper facilities are important.</p>
<p>I think the parkland should be protected and used by the public. I don't mind the sport, what I object to the activities that aren't sports related.</p>
<p>with the restriction (believed implicit) to education purposes</p>
<p>Essentially, we assume this continues the current obligations but on an enlarged scale.</p>
<p>I see no reason to change the use of the area but do find some faults with the proposal.</p>
<p>But in the first instance in principle I am (underline) strongly opposed (end underline) to private schools having the ability to fund and control City Parklands. If PAC are approved this opens the way for Pulteney OS, Blackfriars, CBC etc.</p>
<p>I understand that Council and APLA believe it is fair. 2 hours after the end of a sporting event seems very fair for everyone.</p>
<p>Seems reasonable</p>
<p>While it would be nice to expand the use of the facilities and area in general, it is unlikely to be approved with greater flexibility and as such, I support its current format.</p>
<p>Its Prince Alfred's responsibility to up keep the new facility.</p>
<p>Great for community to have good sporting facilities</p>
<p>Council itself believes it is reasonable</p>
<p>The Council believes it is reasonable</p>
<p>I agree as it fits the brief of the application.</p>

<i>I am content with the permitted use as defined in Item 5 and Item 9 of the First Schedule. It is good to have an environmental clause in the lease agreement.</i>
<i>As a resident I have no issues with present use of the park and would like it to continue as is.</i>
<i>Because the existing facilities are dated, inadequate and well below acceptable modern standards.</i>
<i>Seems very reasonable and will prevent the ground from being used as a function centre.</i>
<i>The permitted use is consistent with the manner in which the facility has been utilised over the past 20 years</i>
<i>The current facilities are an eyesore and inadequate for the use they are intended for. They are in the wrong location and are of no benefit to the current sporting clubs nor the general public. A redevelopment would improve the aesthetics of the area as well as provide a far better facility for sporting clubs and the general public. There would be no impact on residents from this upgrade.</i>
<i>As a representative of the Walkerville Junior Football Club who sub-lease park 9 for 14 Sundays each year, these Items cover our usage.</i>
<i>The agreement should be consistent across parklands and long enough to be viable for long-term investment in community by the lease holder (ie at least 25 yrs). The lease conditions protect the asset + environment. The Kaurna community representatives should be an active part of the least process + use of parklands.</i>
<i>Good design + provides good facilities</i>
<i>It makes sense</i>
<i>Yes, the ground is a sports ground primarily.</i>
<i>It is appropriate for a parklands sporting oval for community use.</i>
<i>Suits current day requirements</i>
<i>I am very supportive of the oval being used for the outlined sporting purposes (training & games) that can be supported by spectators as long as the permitted time period of 2 hours immediately following the sporting event is not breached. This seems a very fair and reasonable proposal to me as a North Adelaide resident.</i>
<i>Paocfc are developing the changerooms for the current use of football, cricket, soccer as they have been continuously doing for many decades.</i>
<i>No material change to current use from my observations therefore seems reasonable to continue.</i>
<i>As a frequent user of the park there (parents live in the area) the toilet block there are disgusting, its hard as when children have to go they go. Any upgrade would be excellent.</i>
<i>Firstly I presume its points 6 and 10? The sections you refer to seem vague, but having read the docs it seems to be appropriate, I feel that the time limits are too restrictive, but if both parties agree then thats fine.</i>
<i>It's fantastic to see an upgrade of these facilities finally!</i>
<i>It's important</i>
<i>The permitted use described in the lease is suitable for the requirements of organised sport while meeting shared use requirements for informal recreation and the other priorities detailed in CLMP.</i>
<i>Seems fair that PAC is able to use the oval if paying for the new facilities</i>

	<i>But difficult challenge with C of A leasing to well-off organisations etc</i>
	<i>Agree with kids playing sports and it is a good facility</i>
	<i>Great idea, Park 9 needs this upgrade</i>
	<i>All for progress and better facilities for sport.</i>
	<i>Has been good for the entire period of our ownership.</i>
	<i>Very well set out who can use it. School, old scholars cricket and footy.</i>
	<i>Appropriate use of space little impact on the north Adelaide community</i>
	<i>Requests seem reasonable.</i>
	<i>Management Plan is acceptable in hours and conditions of use</i>
	<i>The permitted use terms are reasonable and fair for all parties involved.</i>
	<i>The area is currently used by PAC Old Scholars Association, they care for the park, keep it in excellent condition, and have done so for many years. It seems the council can't lose as all rates and taxes are covered.</i>
	<i>There is no change to current use</i>
	<i>Yes I'm sure the club will uphold great character to use the club rooms in manner it's meant. With sponsorship from private public establishments and the use of them for presentations after matches. The use of the club rooms will then be for the purpose of training facilities, change rooms and facilities to improve community football.</i>
	<i>All utilities will be paid for which I would think is what the School and in conjunction with PACOCFC and PACOCCC are currently doing and have done for decades .</i>
	<i>Also we would not be sub letting as the School and old Collegians sporting Club use the facility extensively</i>
	<i>Very reasonable</i>
	<i>Park 9 provides an important part of metropolitan Adelaide's community sporting fabric and the facilities for players and spectators should be consistent.</i>
	<i>It will be excellent to see groups of people finally have access to proper facilities where they use the grounds to be active. Especially after covid-19, we could all use some encouragement to get out and about. As a local, it is lovely to see people using the areas. It really brings the city to life.</i>
No	<i>I believe that possibility of having post-training food and beverage service until 8.30 pm Monday to Friday is too late and too frequent. I would also prefer post-match functions/drinking to be restricted to one hour after the end of matches.</i>
	<i>Public land, clean/clear/green, for public use.</i>
	<i>I am very concerned about the liquor license for the proposed development. We already have issues with alcohol consumption in the evenings and after events. By having club rooms and a liquor license, we feel the situation will be worse.</i>
	<i>The period to which the facility can be used for events should extend longer than 2hrs and not be related to post sporting activities. A cut of time such as no use between 10pm-7am should be implemented</i>

<p><i>Why is so much of our parklands leased to wealthy private schools and universities? These institutions have significant financial wealth to secure facilities on private land without having to carve out huge portions of public land, rendering them inaccessible during times when most people would want to access them.</i></p>
<p><i>I'm not sure why an incredibly rich private school, with huge amounts of land that it owns already, requires their own building on public land???</i></p>
<p><i>I do not think this building is necessary, and I do not think a private elite school should rule our community parklands.</i></p>
<p><i>Not if this causes increased use of dangerous drugs (including alcohol) and associated societal disruptive behaviour. This should remain a folks' park.</i></p>
<p><i>The permitted use related to the playing fields is appropriate and supports community use of the space. There has not been any PE lessons by the school in the past during school times in the last 21 years, with the occasional school holiday training for sports teams. The objection or "no" is related to the change in use from Changerooms and Toilets to 'clubrooms' which are not supported. The (2) two hour post game activities was capped at 1 hour previously.</i></p>
<p><i>We object to the revised use changerrooms and toilets to clubrooms. We object to the change of post game activities from one hour to two hours.</i></p>
<p><i>I do not agree with the completion time for the 'permitted use' for Football Season Saturday being 6:30pm. This would essentially extend the time for freeing up parking access to my street by an additional hour and of major and significant inconvenience. The popular well attended football games on Saturdays result in absolutely zero street parking availability. The current usual finishing time of 5:30pm does result in a freeing up of spaces to enable us local residents to find a car park closer to home as well as enable access by visitors. Knowing which game days may be attended by a larger crowd is a useful measure and welcome, however, urgent issues can and do arise on the day of which no pre-planning can overcome - these include the need to provide both professional medical attendances as well as having ageing relatives for which sudden attention or assistance is needed - having to park in another street upon returning from these visits just to get home is not ideal.</i></p>
<p><i>It appears that PAC would have the right to exclusive use of the park 9 oval and the proposed new building for the majority of the daylight hours all year round. I realise that they may not always occupy this space during those hours. However the fact they would be entitled to means park 9 is not a "community facility" for the benefit of the general public but becomes an extension to the playing fields and an entertainment venue including during evening hours largely for the benefit of the private school PAC. Sale of Alcohol and the permission for PAC to hire the facilities to other organisations with the possibility of additional services ie marquees, bouncy castles, scaffolding as per the draft agreement would be of benefit to a private entity and not the general public. Having an alcohol licence issued for special occasions is one thing but to have an ongoing right to sell/consume alcohol in the "clubrooms" for patrons into the evenings isn't necessary. There are assorted hotels close by available for players/friends who wish to consume alcohol. It would seem that even the dog off leash hours have been worked around the proposed permitted use of the oval by PAC.</i></p>

	<i>The lease agreement favours the applicant at the expense of the peaceful amenity of the surrounding community. It should not be approved.</i>
	<i>This is a private school and should have no special access to public land.</i>
	<i>Parklands are for the use of all They are diminishing on a regular basis and should not be handed over to a privileged private school for their use. if this precedent is set then it is only fair that every public school should be entitled to a slice of the pie with obvious consequences for the parkland.</i>
	<i>This new facility goes against the concept of the parklands being just that - parkland. Irrespective of this, offering the land to a wealthy private school for private use (for any period of time) is unethical.</i>
	<i>Construction is an eyesore, and constructing this in an area of parkland which already sees a significant amount of use will prevent current users of the space from having access.</i>
	<i>There is already insufficient street parking in the vicinity and this will be further exacerbated by events at the facility.</i>
	<i>The parklands should be parklands</i>

4.2 Hire Conditions

Response	Comments
Yes	<i>As long as the PAC Old Collegian's Association Liquor Licence remains unchanged.</i>
	<i>enable ancillary use for associated associations thus enable more people to utilise the space</i>
	<i>Yes, if it is within the timeframes outlined in the agreement.</i>
	<i>How does licensing fit in if the building hired?</i>
	<i>The pictures of the new building look nice and should be able to be used in conjunction with the use of the oval there. It will be a boost for all who might use the building, right throughout the year.</i>
	<i>Why not? We want our parklands to be used and enjoyed, whilst still being looked after.</i>
	<i>I am ok with the facilities being used during these times.</i>
	<i>The facility will be on public land and should be made available to multiple community groups</i>
	<i>This will give residents the opportunity to hire the venue and be close to home.</i>
	<i>The more the facility can be used the better for groups that need it, the better.</i>
	<i>I think this is good for the community. It allows activities to happen on the oval and also gives adequate time for teams to celebrate winning or losing without interfering with local enjoyment of the area</i>
	<i>Provided it is not for other events and only permitted use then that should be fine. Would not like to see exemptions made that could see the site exploited</i>
	<i>Seeing as though it is located on parklands then outside of normal operating hours by PAC it should be able to be used/hired</i>
	<i>Appears to be reasonable</i>
	<i>good to be made available to as many groups as possible</i>

<i>At a minimum, these hours should be in place but a modest expansion of these hours so that permitted use could extend later than 6pm would further improve the value to the community. Many other community facilities are available beyond 8pm without any detrimental impact.</i>
<i>as above...if it is a permitted use...it is a reasonable timeframe to uphold</i>
<i>This simply makes sense</i>
<i>Developments such as proposed for Park 9 should be shared, regardless of those involved are a sporting group or not - this is, after all, the prime ethos behind our parklands.</i>
<i>As long as it is appropriate in accordance with the lease agreement</i>
<i>These hours are very reasonable. Not early or late, and as long as they are used within the permitted use I cant see any issues.</i>
<i>Access by 3rd parties, especially community groups should be accommodated during reasonable hours</i>
<i>Absolutely. Great that any group or business can hire the facilities.</i>
<i>I presume the building would be used for visiting teams who play on the oval in the mornings at weekends - a lot of these are juniors and both parent and players would enjoy the use of the premises.</i>
<i>For use by third parties with approvals from PAC and CoA.</i>
<i>However for daylight saving, an 8pm finish would be Ok</i>
<i>Park spaces should have provisions for all to enjoy therefore I agree with the permitted use</i>
<i>This is a logical use and they can get their money's worth.</i>
<i>ensures utilization of the asset and ensures a better security environment against vandalism if not used.</i>
<i>a reasonable use of the grounds</i>
<i>As long as within the boundaries of the lease, it is appropriate that the ground and facilities can be made available to groups who need it.</i>
<i>I think making the facilities available for groups who need them and want to use them is important.</i>
<i>providing "permitted use" is not interpreted too extravagantly. once saw PAC using the tennis court for practising their stab kicks. not good for surface and net.</i>
<i>As long as it it is not more obtrusive than at present.</i>
<i>"Providing the use is consistent with the 'permitted use'" is underlined by the user</i>
<i>(underline) But (end underline) only if it is for schools, communities etc other than PAC exclusively</i>
<i>Seems very fair.</i>
<i>Community should be able to use these facilities in reasonable times</i>
<i>It would be nice for the 6pm finish time to be expanded to cover sunset in summer months, however I can understand why Council prefers a simple fixed cut off time.</i>
<i>'use consistent with the permitted use'... of course.</i>
<i>Yes great for kids to be playing sport and spread over every day enables more effective use of the land</i>
<i>It's in line with the current rules</i>

<i>It follows in line with the current rules</i>
<i>It is important this facility is made available for all the community to use.</i>
<i>I do not see an issue with the timing provided the use is consistent within the parameters of permitted use.</i>
<i>I am happy about the present use, it should stay as is.</i>
<i>the football and/or cricket clubs need to be able to undertake ancillary activities including but not limited to generating income through the hire of the facility.</i>
<i>Seems reasonable</i>
<i>Use for all</i>
<i>This condition appears reasonable</i>
<i>The facility is for use for sporting events but also for public convenience. The current facilities are very dated and unhygienic for public use. The hours specified allow both school and old scholars sporting events to proceed as is currently the case so again, no actual change from the current state.</i>
<i>This also satisfies our sub-let agreement.</i>
<i>Functions + events + community sport + play use gives people an investment in community space. This proposal improves inclusion with better facilities for both genders playing sport (or spectators) and kids with needs like diabetes thru' closer access to kiosk.</i>
<i>the facility is there to be used including hire</i>
<i>The broader community need quality options for community purposes.</i>
<i>Appropriate within reason</i>
<i>As long as the hiring conditions are within the terms of "permitted use", I am fully supportive of this.</i>
<i>The changerooms and associated facility should only be used as facilities associated with sporting codes during the set times agreed</i>
<i>Fitness on the Park is extremely excited to think that we could have access to undercover space during the daytime - we are located 64 Mackinnon Pde and would be able to use the space regularly if it was available.</i>
<i>The greater use of the facility the better.</i>
<i>Great for team sport</i>
<i>Would be nice to have birthdays and such there</i>
<i>I feel that this is too restrictive, if I was the cricket club, i would want to be able to have some post match presentations without having to rush out of the building</i>
<i>I don't see why not when there are similar facilities down the road at uni ovals</i>
<i>I think it's excellent that this much improved facility will be available to be utilised by the entire community.</i>
<i>Hired</i>
<i>Ensuring that capacity of existing sporting facilities is maximised is critical for fostering a healthy and active community while minimising the urban footprint, capital and operational costs required.</i>
<i>As above + professional facilities in use.</i>
<i>Has been appropriate since I have owned the property (20 years)</i>

	<i>It is a beautiful facility that the council can utilise, schools and other community groups.</i>
	<i>Little impact to residents</i>
	<i>Yes, it would allow the greater community to enjoy the parklands and its new modern facilities. It is currently not an attractive hiring option as facilities are lacking, which seems strange for a CoA area.</i>
	<i>Yes, if consistent with permitted use, it would enable the wider community to enjoy the new facilities.</i>
	<i>attractive building which will encourage more people to use the fabulous facilities</i>
	<i>To allow all users to leave the area in a reasonable time period</i>
	<i>Yes when the licensee is not using the permitted area that it should be made public space, in line with the origin of why parklands exist. For public use.</i>
	<i>It's the Parkland and a much-improved facility would open up all sorts of usage patterns as long as groups wanting to use are scrupulously vetted and deemed suitable and reliable.</i>
	<i>Anything that encourages use of the facilities is a good thing.</i>
	<i>Yes of course - like I said earlier, it is lovely to see people out and about.</i>
	<i>PAC has described this building as a community facility; therefore, it must be available to the community - local schools, etc.</i>
	<i>I am fine with this provision.</i>
	<i>Provides services and facilities to benefit the wider community</i>
	<i>This is public access.</i>
No	<i>Hiring out the facilities after 6pm would allow for more functions and use of the building for local residents in practical times.</i>
	<i>As a resident I do not want to see functions in the space the include alcohol, loud music, young men acting up.</i>
	<i>This is too broad. Noon until 6pm is preferred.</i>
	<i>Noise, alcohol, parking for our guests, damage to guest's cars.</i>
	<i>6pm is prohibitive for summer activities such as cricket during. Football fixtures finish at 4:45 in winter and 6pm is restrictive in terms of after match packing up, showering and recovery.</i>
	<i>Too long</i>
	<i>Public parklands, clear/clean/green, for public use.</i>
	<i>This is public land. It should not be available for exclusive access, regardless of use.</i>
	<i>I don't think the building should go ahead, thus, it shouldn't be hired out.</i>
	<i>I do not think this is a good use of the parklands.</i>
	<i>We do not want the commercialisation of the park or any other parks.</i>
	<i>Also, we want no steel fences. Every steel fence is an iron curtain + we (underline) never (end underline) live to support an iron curtain country.</i>
	<i>This is a change in use to the existing facilities which are changerooms and toilets. There are many alternative venues that could be used for 'hire' to support local businesses who are set up for small meeting spaces or club fundraising.</i>
	<i>The fit out of the internal "community space" will determine the practicality of the space being used. There has already been</i>

<p><i>"lobbying" by a local fitness centre to use the space as an extension of their business, which seems to contradict community space expectations and supports business needs.</i></p>
<p><i>The current usage is as changerooms and toilets. We understand that a local business has lobbied to use the space as an extension of that business. This clearly would support the needs of that organisation and we strongly disagree with this proposition.</i></p>
<p><i>My biggest reservation for the option for the facility to be hired during those hours is the potential to limit local residents parking and access to their homes.</i></p> <p><i>The current seasonal sporting arrangements are well known to the residents and apart from the popular footy games there is access to our street for parking by local residents and their visitors.</i></p> <p><i>The new facility as described includes a significant change of additional use, in that it will no longer have improved and larger change rooms and toilets facilities, but amenities to facilitate longer stays beyond the sporting event for events that may enable much larger numbers of people. These people, unless a school event where buses will bring the majority of the students, will also arrive in private vehicles for which they will be able to park for extended periods of time on weekends reducing access of the local residents as described.</i></p>
<p><i>Public parks or buildings within them should not be available for ongoing commercial enterprise that benefits private entities.</i></p> <p><i>Parking is already a major issue on "game days" and during training sessions for local residents and the increased numbers using the playground/Petanque area. On game days visitors are often unable to find a park anywhere along Mackinnon Pde. This will be further exacerbated with the completion of the apartments being built in Melbourne St accessed by Colley St off of Mackinnon Pde just opposite the playground.</i></p>
<p><i>The lease agreement favours the applicant at the expense of the peaceful amenity of the surrounding community. It should not be approved.</i></p>
<p><i>This is public land, not for the use of a private school under any circumstances. They already have the privilege of use, if this isn't satisfactory for them then use a bit of their wealth to buy land elsewhere.</i></p>
<p><i>No construction.</i></p>

4.3 Communication with Residents

Comments

This is a minimum communication requirement.

need to know what is happening

reasonable request

I believe it is a courteous thing to do to notify residents of scheduled matches, however I reiterate that it is a courtesy. If you move to an area that is directly opposite a public/community used facility, you have to expect it to be used. You would want it to be used, as that is the point of it being there.

Basically no problems but info re: major events would be good.

<i>Maybe they would like to support the event/football that will be on.</i>
<i>I suppose that nearby residents should have notice of scheduled events there ... so that they can plan to be elsewhere for the day if they want (or feel the need) to.</i>
<i>External building noticeboards with schedules</i>
<i>Local should know what to expect, for sure, but also understand that in amateur sport, things can change at late notice.</i>
<i>I think this is a good initiative, just for knowledge. But is not critical for me.</i>
<i>These seem to be reasonable requirements</i>
<i>I would like to remain informed</i>
<i>The football schedule should be known at the start of the season, so notification shouldn't be a problem. Specific notification of any larger than usual event, would be appropriate, as it will impact on street parking.</i>
<i>It is only fair that locals can plan and predict large gatherings near their place of home. This will allow them to plan ahead</i>
<i>Given recent events (pandemic), it would seem impossible to provide a full schedule that would not be subject to some change.</i>
<i>The Parklands are used widely and actively. This request appears onerous and over the top when compared with other parkland sites. For example, does the North Adelaide golf course write to local residents every time their course is booked out? or does Adelaide oval need to notify residents prior to every game? no they do not...</i>
<i>The residents would have been very well aware of the fact that both football and cricket were played at Park 9 for a many number of years and the park is predominately used by the school and greater school community. I don't see a need for a calendar to be provided or of what extra value this would provide residents, other than another reason to make complaints.</i>
<i>In my opinion, this is an excessive an unnecessary requirement. There are thousands of people around South Australia who live in close proximity to a sport and recreation facility and I don't know of any other users of a community facility who are compelled to consult in this way with their neighbouring residents.</i>
<i>Why should clubs have to notify people of things that are permitted to do as agreed with Council.</i>
<i>If these are permitted uses the impost on asking volunteers of a sporting organisation to write to residents 2 weeks prior to the event is too severe. The cafes on Melbourne street are not required to send notification to local residents to sell more meals when selling meals is a permitted use of the cafe.</i>
<i>Park 9 proposed facilities are far enough away from the residents of said streets that this should not be an issue, given that cricket and football matches are already held here year round.</i>
<i>On special occasions where spectator expectations may attract larger than normal numbers the obvious ramifications will be parking problems and the locals should be made aware of this.</i>
<i>Notification is not necessary for every match. I would prefer notification for key matches that may attract a larger crowd</i>
<i>Notifications for matches should be the same as it were with the old facilities.</i>
<i>I can see a reason for notifying if it were to be in excess of 250. However in using the grounds for the past 12 years I cant remember when there would have been an event with this many people</i>
<i>This oval has been used for sport for 50+ years so Sat & Sun sport is to be expected</i>
<i>Agree large events should be notified for parking purposes</i>

<i>Would be appropriate to notify local residents regarding 250+ events, so they get a heads up on parking difficulties.</i>
<i>There are two points here - there should be provision for an answer to both - I have lived in MacKinnon Parade for 29 years and have managed quite well without a calendar of events. However, I would appreciate some notification of games which are going to attract a large crowd. I do not need 14 days notice - after all it is only parking which affects us.</i>
<i>The oval is used most weekends during football season, so residents should already be aware of this. Do agree with notification of events that exceed 250, which would be every 2nd weekend, when 3 games are played and when a sporting related event is being held.</i>
<i>Exactly like it is now.</i>
<i>Being a resident, I appreciate the consideration of access to my home ie parking, noise and also to alert any visitors</i>
<i>The bigger events will impact on parking. With the calendar, the residents can then decide what they do with that information, and they can't say that they haven't been informed.</i>
<i>the right of community awareness</i>
<i>this is a good clause as it provides transparency - however they provide it on their website, so it is available for everyone.</i>
<i>For it - not objected to this.</i>
<i>Unreasonable for notification for any match over the course of a season, especially as schedules may be amended for reasonable purposes. But think it is an appropriate requirement for any events that may attract a larger crowd as this can impact things like noise and car parking.</i>
<i>I think it might be a bit unrealistic to provide an annual calendar as I presume things change a fair bit. For larger events, I think it is reasonable that residents should be notified in advance of the event.</i>
<i>I don't want events or activities that attract greater than 250 people.</i>
<i>this is a bizarre question. I live 40 metres from park 9 (in Dunn St) am not included. The problem is far more involved and should involve people wanting to use other parts of the park (for instance off-loading small children and picnic requirements and then having to find parking space (most critical on weekends)</i>
<i>The plan extends to 'community'. It seems this only includes PAOCFC or do they control total usage of the OVAL + proposed 'sports building'. So, will suburban under age sports associations be afforded democratic access to all facilities? If it proceeds respect for residents, seems fair in any circumstances. Many will lose car park space.</i>
<i>These residents have invested a lot more in the area than PAC and deserve respect, they do, however, need to accept this is public land and can be used by all.</i>
<i>Advise my guests of parking inconveniences or ensure that I am out when these events occur</i>
<i>Seems fair for residents and PAC</i>
<i>Those areas are already used by crows and power supporters for parking, as well as grass roots sports.</i>
<i>The oval has been there for nearly 100 years. It is natural to expect sporting events will be held here on weekends. The requirement to notify re 'largely attended events' should only apply if non-sporting events are held, which are banned under the proposed lease anyway. Basically, these requirements do nothing but place more administrative requirements on both the users and the council, for no meaningful gain to the residents who should understand sporting events will be held at sporting ovals.</i>

The residents in close proximity deserve to know if there is going to be a big function on within eyesight. I don't believe the matches need to be sent to the residents as they have been the same for the past 2 decades with sport being played on Saturday afternoons.

They do not own the council land they are just nearby residents; they live near an oval which the community uses it is expected to be used regularly and by large volumes of people

Weekly events are weekly events but changes should be notified

The choices laid out above are reasonable and any change should be notified

I think the residents should be kept in formed, particularly for large scale events. It is important to note that sporting fixtures are often subject to change.

I have no strong opinion on the two proposed requirements in 6. I don't think they are unreasonable nor strongly required either hence the neutral stance.

Parking issues for residents could be managed if we have notice of events.

The facility should blend in with existing residents and not unduly disrupt their residency.

MacKininon Parade residents do not own the Parklands. The activity that is permitted can be tightly defined in the permitted use. This feels overly restrictive for the users but there may be other ways to ensure communication between residents and leaseholders can occur for the benefit of all parties.

None of their business- parklands- why different here

Football games are played on most Saturdays throughout winter and it would be highly unlikely that there are any events that attract more than 250 people, other than football games on a Saturday afternoon. However, if these conditions are required as part of any approval, I would fully support them.

I don't see how there is any change to what is taking place at Park 9 currently. The only change will be that there is a more modern less dilapidated building. Nothing else changes and the aesthetics will be greatly improved.

Providing a fixture for all games is an easy process.

As a club we feel that the number of 250 is probably too low because we play multiple games on a Sunday. We feel that this requires more clarification. Is it 250 at any one time or 250 throughout a day?

We could have a situation during the cross over between games where there are 88 players either on the playing field or warming up. If all of these players are accompanied by only 1 family member there will be over 170 people. I suggest this number be increased to 300 to allow for 2 + family members for each player and it is clear that it is at the same time, not throughout the day.

Having said that, the WJFC would not attract more than 250 at one time most weekends.

It is respectful + it should be two-way. they also can advise Council should they wish to use facilities or monitor their use.

14 days is plenty. The residents and visitors of the residents can then decide where to go/where to park.

People need to be aware.

Sport event change/weather

arbitrary number - hard to know how many people will attend a sports match. If their are back to back matches then there could be this number just in match participants

Residents have a right to know what is going on at the oval.

This seems reasonable. The parklands are for all to enjoy. I am sure that PAC will be a responsible tenant and it is in their interest to ensure that things go smoothly.

Appropriate

Given the location of the oval to those street addresses, fair and reasonable notification is justified.

Allows local residents to plan parking etc during games

The annual calendar of football fixtures is publicly available in Feb each year and matches are always played each Saturday in winter as they have always been. This wont change with the construction of the new building

The sporting programme is public knowledge. PAC maintain the area and should be able to use the facility.

There would be no issue with sporting clubs providing fixtures to residents if they see this as a benefit, hence neutral selected as my answer. Given football games are able to be accessed by public with no gate at ground it would impossible to predict whether a larger than usual crowd may turnout.

It doesn't affect me, the football schedule should be on the armature league website, I know it was when i played football

I understand that the oval has been used for sports for much longer than anyone who lives there has ever owned. It's like buying a place next to a pub and then complaining about pub noise. It should be implied, but if both parties agree I'm fine with it.

I don't see the big deal! If people want to live in the city, they should know it's not as quiet as the suburbs

I live near a school which hosts large events occasionally. The main effect in us is availability of parking during that time.

I don't see it as a requirement of the school to provide 2 weeks notice.

You adapt to it on the day and accept it as part of choosing to live near a school.

I am unfamiliar with the issue.

Local residents could be inconvenienced by noise and parking so should be made aware of the schedule

Plenty of notice to all parties

Good idea

PAOC have conducted their activities in a professional and appropriate manner for a number of years. They are a very professional organisation, and will continue to do so.

When people purchase a home opposite an oval and then complain about the noise from the oval when it is being used defies belief. I live near the airport and don't complain about the planes - I did a bit of research before I purchase the home!

Ongoing commitment from PAC has demonstrated this will be continued

It seems fair that residents are given this notice. I believe living on parklands comes with being subjected to the occasional sports game or recreational activity.

Good to be advised

It appears to be fair to provide residents notification and a match schedule to ensure all are on the same page.

Keeping the neighbours informed is essential

To support the activation of this area

I think it's necessary to allow the local residents to become aware of the games and the possibility of bigger crowds to the games

<i>I think if we are going to establish harmony and confidence amongst the residents it's the least we can do .</i>
<i>This places too higher burden on a volunteer organisation.</i>
<i>People should be able to use it freely. I truly am not opposed to this.</i>
<i>Large numbers of spectators at matches and/or attendees at functions will pose considerable inconvenience to Mackinnon Parade residents, in terms of both noise and parking, as well as potential disruptive behaviour (based on previous unacceptable behaviour at the ground). Quite how knowing in advance will assist local residents is unclear, but at least they can decide to go away or not hold their own birthday parties, etc, on those dates, if they are forewarned.</i>
<i>This development should not happen in the public parklands. Prince Alfred College should provide this amenity for the Old Collegians on their own old school grounds.</i>
<i>We have gotten used to the practice sessions and matches. However, notification of larger events would be very helpful.</i>
<i>Sports have been played on this oval for many years, the new club rooms will not have an impact on this however it is courteous for the sports leagues to provide information to the council which is provided to the homeowners in the area</i>
<i>It's irrelevant. Rich schools should go and secure their own facilities on the private market, not be provided with sweetheart deals to have exclusive access to public land.</i>
<i>no comment</i>
<i>Yes, these residents should definitely be notified properly of major events across from them.</i>
<i>I don't know it really gives them much notice - 14 days re events is ridiculous.</i>
<i>As stated previously, we do not want the park to be spoiled by events that could attract drug (alcohol) use and criminal gambling enterprises.</i>
<i>This does not address the real concern that the events held for Football by the PAOC far outweigh the number of carparks available and that the notification only serves as a 'warning' that residents should expect that access and egress to their properties on football days will be an inconvenience. There is no requirement for school football or cricket notification, as these activities are appropriate for the size and location of the event. The football is a large event due to the success of the PAOC Football Club.</i>
<i>The PAOC Cricket, school cricket and football are appropriate activities for park 9, located adjacent to a children's playground, nestled in amongst residential properties which allows the community to co-exist, without reason for formal notification. These activities also do not require "clubrooms" to function and are more inline with community expectations, amongst residential homes.</i>
<i>In reality, this notification will be a calendar of all games for the season, done at the start of the football year with a sense of "tokenism" to satisfy the need to satisfy council that PAOC FC has notified residents. This is not the Adelaide Oval, which is a commercial entity.</i>
<i>Disagree. For the PAOC football events on weekends can have large numbers attending. Formal notification for the year can be seen as seeking car parks in the streets over and above what is acceptable to use MacKinnon Parade residents.</i>
<i>Communication and provision of information is a welcomed and respectful initiative - however, does not solve the solution for accessing parking short of trying to 'hold' a space pending return and fearing retaliation by disgruntled spectators who have already lapped streets in an attempt to secure a car park space.</i>
<i>The provision of the annual football calendar may allow residents to anticipate the state of those home game days, but does not provide a solution for residents relying on on-street parking to come and go urgently or as needed nor to facilitate visitors.</i>
<i>Further, significant personal events/celebrations are usually planned many weeks and months ahead and cannot always be fitted into away</i>

games for the local footy team.

It is unjust for residents to have to cancel their pre-planned celebrations/events should they be advised with just 2 weeks notice that a big event attracting greater than 250 people will be hosted.

These footy games are massive, popular, well attended but Park 9 and a credit to the success of the schools past students - however, Park 9 may be too small a venue to host them.

Some predictability of when these football games are to occur at the start of the season is not unwelcome, however, hosting other large and populated events within Park 9 and providing residents with only 2 weeks notice is not community minded, unjust and unfair.

Important that residents have some notice of events and the resulting carparking, noise, crowd issues that will arise before the event.

The lease agreement favours the applicant at the expense of the peaceful amenity of the surrounding community. It should not be approved.

This could cause significant disruption to the area so residents should be notified.

Public land, not private privileged private schools. Already have use of the area. if this isn't enough then use their vast wealth to buy elsewhere.

Why does the structure of this form prevent the respondent from arguing against the facility itself?

Should be parklands

4.4 Liquor Licence

Response	Comments
Yes	<i>Any increase would further reduce the amenity for residents with the possibility of increased noise and further parking limitations.</i>
	<i>Should be able to use the space for functions</i>
	<i>it is in keeping with usual standards and behaviour at sporting grounds within the parklands currently</i>
	<i>Sporting clubs and cricket/ football matches are community events, and food and drinks are usually available at these events, it's expected.</i>
	<i>If major events change to Sundays what happens to the license?</i>
	<i>Who does license for other hirers?</i>
	<i>I see no issues with this.</i>
	<i>I know that liquor licence conditions are quite strict so if the Old Collegians has a licence I'm sure that they'd responsibly adhere to it.</i>
	<i>So long as proper controls are in place, they should be able to cater for visitors.</i>
	<i>No impact noticed of existing license, so agree it should continue.</i>
	<i>It is already in place and seems reasonable to expect this to continue through the football season, but possibly extend to 7.30 during the Cricket season</i>
	<i>Yes this is reasonable operational hours for a liquor license.</i>
	<i>I think this has worked fine currently. Although sometimes in summer, matches don't finish till after 6.</i>
	<i>As a sporting facility, it is fair that alcohol can be consumed. PAOCA also needs help fundraising like any other sporting club, selling food a beverage allows this to occur.</i>

<i>Fine as long as there are no associated behavioural issues</i>
<i>It is fair and reasonable to allow a sporting club to sell alcohol to supporters and the sporting club members so long as it is done responsibly. No different to Adelaide University Football Club.</i>
<i>social, part of Aussie culture</i>
<i>All sporting clubs rely on a healthy social environment for fund raising and building a positive club culture. I support the current liquor licence but would also support the liquor licence being expanded further to allow for a greater level of community enjoyment of the facilities.</i>
<i>No problem...if there is no major issue with the current timing</i>
<i>These are daytime hours and having this creates no hinderance on the local residents whatsoever</i>
<i>I believe that a current liquor licence exists therefore I don't see how removing their liquor licence would enhance the social/player/local residents environment.</i>
<i>Liquor licensing arrangements are already in place. I support the retention under the existing arrangements.</i>
<i>I support this fully, as mentioned I have used this venue for the past 12 years. The drinking has always been within the hours and when they close the clubs go back to their respective pubs as they are sponsors and the appropriate place for meals and presentations after the games. I have never encountered extremely intoxicated people or people that have been a nuisance to anyone during a sporting event.</i>
<i>Ok for winter but 7.30 in summer is more logical</i>
<i>Appropriate. However, 12pm-7.30pm would make more sense given games finish at 6pm.</i>
<i>The PAOCA have already got a license. It is intended to be use when a match is on. I have (underline) never (end underline) witnessed any drunkenness over the years. One of the features of this is to show some form of social hospitality to competing players. It is not open to the public.</i>
<i>Exactly like it is now.</i>
<i>Australia feels over governed; I appreciate enjoying alcoholic beverages at events therefore I believe these hours are acceptable.</i>
<i>People/groups might not want to hire if they can't have alcohol outside of these hours. But the Park Lands are not for boozing.</i>
<i>no change to existing licence.</i>
<i>no objections</i>
<i>This is reasonable. Not sure if it is enforceable. Consumption of alcohol after events - how long can they be catered for. Hard to imagine after a game they will stop at 6pm - will it actually happen? Hard to police this.</i>
<i>Appropriate if in place and does not currently create any significant problems.</i>
<i>Considering it is already in place, I support it remaining in place.</i>
<i>I support a limited licence, and this seems reasonable.</i>
<i>Yes, they have obliged the licensing regulations to this stage.</i>
<i>Provided it is strictly adhered to</i>
<i>Sad but true it seems we cannot have sports without booze! I'm not a wowser but find it unnecessary.</i>

<i>As long as the hours are kept as agreed to</i>
<i>I am concerned that the liquor license situation will "creep" and we will end up with the previous "pub in the park" situation.</i>
<i>No change</i>
<i>It doesn't effect anyone</i>
<i>Given there is an existing license there is no justification for it to change just cause the building is being upgraded.</i>
<i>12pm to 6pm is a totally acceptable time for onlookers and supporters to be able to have a controlled drink.</i>
<i>Hard for clubs to generate income, a BBQ and drinks is an Australian way to do so and forever will be.</i>
<i>It's what it is now according to Council</i>
<i>It's in place now according to the council so why change?</i>
<i>The responsible service of alcohol provides the clubs that use the facility the ability to generate funds through the sale of alcohol, that are reinvested into the clubs and the facilities i.e. ground maintenance for the oval, sun shades etc.</i>
<i>The Australian culture places large emphasis on being able to provide liquor for spectators. This should not change as it makes the experience better.</i>
<i>Extending this could create a hazard to general park users especially with children present, more noise and parking issues for residents</i>
<i>The ability to provide alcohol to spectators attending matches is an important service and income generating function which is entirely consistent with what is provided at other teams' facilities.</i>
<i>This liquor license would appear to be essential for the enjoyment of spectators utilising park 9.</i>
<i>Works</i>
<i>There is no reason to alter the current liquor license that is in place.</i>
<i>The liquor licence allows the football and cricket clubs to hold games where they provide spectators with an option to purchase drinks. Should there be no liquor licence people would be more likely to bring there own and this would encourage more heavy use of alcohol in the parklands. I strongly believe that the PAOCA having a liquor licence for sporting events reduces the likelihood of people drinking to excess in the area.</i>
<i>I see no reason this needs to change.</i>
<i>Why not? Diverse ranges of uses is inclusion and promotes use of land.</i>
<i>This is reasonable. Sporting and alcohol go hand in hand and it will be contained in the building.</i>
<i>Would be ok if 12pm-8pm</i>
<i>Very reasonable</i>
<i>Modest consumption of liquor at sporting events is an Australian tradition and this seems appropriate given planned sporting events</i>
<i>The proposal includes for service of food and beverage is to be limited to during and for a period not exceeding two(2) hours immediately following an on-field sporting event or activity in Park 9.</i>
<i>Spectator support of matches on Saturday needs a liquor license within reason and having a 6pm cut-off meets that obligation.</i>
<i>There is likely to be minimal disruption to residence with that time cap.</i>

<i>PAOCFC as tenants of this property have behaved in a responsible and professional manner when serving alcohol for many decades with no previous issues. Their past conduct serves as a strong guide to future behaviour</i>
<i>The sales of food and beverage eg sausage sizzles, BBQ's and cold drinks including alcohol are vital to the sustainability of community sports clubs who are volunteer run and incur significant operating costs to field teams in the various competitions.</i>
<i>I would suggest 6.30pm would be suitable. Other Clubs and Schools have this in place. After cricket in summer a 6.30 time would be more suitable.</i>
<i>No current issues with liquor license so to continue in current form would be reasonable. PAOCFC has arrangements with Sussex Hotel to be social base after 6pm.</i>
NOTE: RESPONDANT DID NOT FILL IN AN ANSWER FOR QUESTION 8. DO YOU SUPPORT THIS LIQUOR LICENSING? A 'DUMMY' ANSWER HAS BEEN INSERTED IN LIEU OF THE ACTUAL ANSWER - PLEASE DELETE THIS IN THE FINAL RESULTS.
<i>I haven't noticed a problem with them when i was there.</i>
<i>Seems obvious as both parties agree. I have been around the ovals on Saturday afternoons and never seen any issues with alcohol</i>
<i>As with uni ovals I don't see why not!</i>
<i>Every sporting club uses their social HQ to host events and match day drinks. It is vital for the social element as well as providing a source of small revenue for the clubs. No issue with responsible consumption of alcohol during this time.</i>
<i>Agree, 6pm is almost too early to be cut off anyway</i>
<i>Liquor licencing creates a robust regulatory environment for the management of alcohol consumption on site, ensuring safety, moderation and a mechanism for accountability to the licence holder.</i>
<i>Sounds reasonable</i>
<i>Yes, its well run at the moment!</i>
<i>No later than 8pm</i>
<i>Every football club that PAOC plays against has clubrooms and a liquor licence. It is a tradition to have a drink whilst watching the footy and their are legal requirements in place to ensure everyone does the right thing.</i>
<i>Existing license conditions appropriate in place</i>
<i>It will be managed well as PAOCA would not risk a poor reputation. Plus, it would match the offerings of parklands across other council areas.</i>
<i>seems reasonable within the premises</i>
<i>Yes, I support this liquor licence to remain in place as it is responsibly used and surveyed by the groups using the facilities.</i>
<i>It is within appropriate daytime hours which will have little impact on the neighbourhood and will be closely monitored.</i>
<i>There have been no issues in the past</i>
<i>It's fine to have a liquor license because that's how local sporting organisations thrive and be able to cover costs of community sport. They are non for profit after all and their goal is to provide sport within the community.</i>

	<p><i>As part of Division 1 Adelaide Football League it is expected to provide a minimum amount catering for the home team plus the visiting team .I have been actively involved in both the Football and Cricket Club and without prejudice the ground has been scrupulously cleaned and packed away with 30-45 minutes .not a trace of rubbish or habitation .</i></p> <p><i>Very reasonable</i></p> <p><i>People are likely to drink at these events anyway. It is better done under the auspices of the licensing legislation.</i></p> <p><i>It should not be extended, and it should be monitored.</i></p> <p><i>The selling of alcohol has no resulted in issues in the past regarding noise, behaviours, incidents etc</i> <i>It is a great way to raise funds and fosters community engagement and enjoyment</i></p> <p><i>I would not like to see this extended beyond the "Saturdays between the hours of 12.00 pm and 6.00 pm" nor do i think that residents should need to go and argue against any extensions of this in the future. This needs to remain, given that the 2008 CLMP had "no Liquor licence" for Park 9 after a very thorough community Consultation process at the time. There is still a degree of disappointment and distrust that this was removed in 2012 CLMP with no consultation and has no benefit to local community or businesses.</i></p> <p><i>As long as this only occurs on Saturdays.</i> <i>The conditions should also apply to cricket matches.</i></p> <p><i>I support it remaining in place as it is and not for any time beyond 6pm.</i></p> <p><i>While I'd be happy to see no liquor licence for the park it is preferential to the possibility of alcohol being consumed into the evening which the proposed 2hrs after games conclusion deadline could result in. The facilities/conditions should not be encouraging people to drive away from the park intoxicated.</i></p>
No	<p><i>Ending the liquor license at 6pm is unreasonable given that the facilities would be used for post match functions and presentations, hence pertaining a liquor license would be entirely reasonable after the hours of 6pm.</i></p> <p><i>During football season in winter 6pm licence is probably Ok as games finish at 4.30'ish and 1 1/2 to 2 hours after the end of the game is a reasonable period to allow for post match socialising with opposition players.</i></p> <p><i>However in summer cricket games finish at 6pm so consider 7.30 to 8pm to be a reasonable period for the same reasons. It should be noted that cricket games have fewer players and attract very few supporters so should not be an issue</i> <i>a not wonderful confluence of communal toilets, alcohol (unrestrained) and small children</i></p> <p><i>I support it but happy to increase it past 6pm. Its a Saturday night people should be able to have fun.</i></p> <p><i>I do not support.</i></p> <p><i>As stated above, we already see issues with alcohol consumption.</i> <i>no pub on parklands</i></p> <p><i>I don't see why they need a liquor license, especially during the day when Children might be present in the area including at the playgrounds near by.</i></p> <p><i>We prosecute people for "unauthorised drinking" and allow the private school people to do it. Ban it for all or allow it for all.</i> <i>There is too much danger due to this and other drugs.</i></p>

<i>The lease agreement favours the applicant at the expense of the peaceful amenity of the surrounding community. It should not be approved.</i>
<i>This is a private organisation having a commercial arrangement using public land.</i>
<i>As before public land, not to be expanded for already privileged schools to abuse and make money from alcohol sale. Just how greedy are they?</i>
<i>The parklands are a dry zone, and there's enough services nearby without adding more to the list.</i>
<i>They can use school building</i>

4.5 Other comments on Draft Lease Agreement

Comments

As the PAC Old Collegians Association is a primary user of the proposed building and holder of the liquor licence, I would have thought it appropriate for it to be named Co-Lessee with PAC on the Community Land Management Plan.

Should enable some ability to allow for flexibility where appropriate and consistent with the intent and to enable more people to utilise and enjoy the facilities and the parklands

I believe that we cannot just sit and leave our parklands with no development or added benefits. If we are to be a progressive suburb then we must take risks and be prepared to adopt change.

I think this should happen to maximise and improve access to high quality facilities, especially women's sport and the disabled. The existing facility is an eyesore and needs to be improved.

The current facilities at the park are below what should be expected from the community. The fact that similar, or larger, facilities have been approved in the surrounding area while the PAC designs are constantly knocked back smacks of tall poppy syndrome.

The current facilities are not fit-for-purpose and do not meet the needs of the community. I strongly support the proposed upgrade.

The proposal is not the entertainment centre, the crows are not playing; U2 are not playing. This is a modest sporting development and there are safeguards in place. This is a proposal to replace an antiquated sports facility.

Hopefully the proposed facility is passed in order to improve the park 9 grounds. The current rooms/toilet block creates a negative and impractical image for the area and parklands, which must be improved, and this proposal is sure to do so for the area.

As previously mentioned, this must go ahead. There are no reasonable reasons for it not to as the clubs are funding it, liquor licensing's are staying the same and the use of the facilities is also the same with the huge positives of the public able to also use these upgraded facilities.

I agree with a lease of 21 years. I have admired the way PACOS have looked after that oval for the past 29 years. They have expended time and money keeping it in pristine condition and now they are increasing a considerable sum of money in replacing the unsightly change rooms currently used, as well as paying for free toilets for the public - much needed.

Reasonable.

The existing change rooms are an eyesore and the change in location provides a better landscape environment.

Reasonable. Sounds great.

In my experience as a resident PAC do no respect or consult with the neighbourhood and with a 21 year lease I don't think they will. They regularly park cars by the oval and I have seen up to 40 cars on the grass on a Saturday. The boys also leave food and other rubbish on and around the field - which is especially annoying as a dog owner.

I assume it would be for 21 years. Unacceptable to tie up a piece of parkland for so long and to a dubious lessee.

It is complex but whilst I am against the whole proposition for reasons that are well documented, the lease is robust and professional.

I can see little that differs.

Seems to have been negotiated very fairly between both parties

The application is reasonable and doesn't affect anyone

Generally, the lease includes a number of conditions and restrictions that increase the administrative effort required from the Council to manage it. Ideally, I'd like to see a simplified version that allows all sporting events to occur without any limitation beyond that (ie: events limited to sport), but I understand this would be likely to be approved.

The current facility is horrendous, an upgrade in keeping with the area will be a welcome change! All for this development.

I'm a supporter of improved facilities as the current one are outdated and reflect poorly on the Adelaide city council and its users of the land

We should be renewing our decaying buildings in the parklands to ensure they are appropriately used.

And the playground is wonderful adjacent

Only that I know the area and the building well and own a building over the road and the building should be renewed as it hasn't been update as for so many years now so why not keep on upgrading our park buildings.

This development is long overdue and would be of benefit to everyone. It would make the area much more friendly for all especially with the wonderful playground that is now there. The current facilities I would not be comfortable letting my children use if they needed the bathroom and I am surprised that the building is still allowed to be used given its condition. I cannot see how there is any negative impact on residents from this development rather I see this as being beneficial to everyone.

Strongly support it.

It is feasible.

The improvement of the changeroom facilities on Bunday's is absolutely imperative. They are barely fit for purpose. The parklands are there for community use. While the changerooms are being leased by the PAOCA those rooms and park 19 oval are used every weekend by a large variety of sporting clubs from across the whole of metropolitan Adelaide that are programmed to play cricket and football against PAOC. The changerooms and oval are therefore more used by more of the Adelaide community than most other parts of the parklands and deserve to have decent facilities.

Very important for facilities to be upgraded suitable for current day requirements

I think it is fair and reasonable to allow the sporting ground to be used and enjoyed by Prince Alfred College, as outlined by the draft lease. The terms and conditions promote proper use of the facility whilst offering the appropriate safeguards for residents. I am fully supportive.

I strongly believe the acc should approve the construction of these changerooms, the structure is well designed and will replace an ageing structure, enhancing the parklands as a destination for sporting youths. The construction will be privately funded with no public contribution being sought. A great initiative that must be supported.

The rental amount listed in Item 3 in Schedule 1 is incorrect as it includes in leasable floor area the 12sqm of public toilets

<i>I am strongly in favour of this lease</i>
<i>If there is an upgrade to public toilets and the facilities this is a god thing, I've played football there as an opposition player and the facilities are not the best. My parents place is just a touch to far to take a child who is busting for the toilet.</i>
<i>It seems that the Council has imposed quite restrictive rules on PAC that seem to be tailored to a minority view of not actually using the Parklands for anything</i>
<i>I didn't see how there could be any issue when the current old and outdated facilities are being replaced by something so much better</i>
<i>Agree with it</i>
<i>Lease is well thought out.</i>
<i>The Lease agreement is appropriate for the proposed use of the facilities.</i>
<i>PAOC are an excellent club, with a long tradition of playing football and are very well respected. However they have possibly the worst changerooms going around. The new clubrooms are way overdue and a must just to comply with WH&S legislation and the new post COVID world we live it.</i>
<i>Consideration has been evident in aiming to improve the facilities I. The park land with minimal impact on local residents</i>
<i>Go ahead!</i>
<i>I agree with all terms of the draft lease agreement.</i>
<i>This is such an attractive building, far better than the change rooms that are there now. It has a low profile so is not intrusive, sits further away from the road, and doesn't interfere with all the current activities in that area. In fact, it enhances the park lands and activities.</i>
<i>No. They cover all things and it's ethically variable to work and the use of new club rooms we see benefit to the club and wider community.</i>
<i>Yes from where I sit it time that this Facility needs to upgraded ,it's a disgrace and this year during the cricket season we have not been able to prepare afternoon teas ,which is very much part of the days cricket fabric ,The SA Department of Health would not have deemed it suitable for any type of food preparation .The ablution set up is antiquated and not fit for human usage .</i>
<i>Many Clubs for both Football and Cricket around Adelaide have been able to get quick and responsive adjudication on building new facilities e.g. University of Adelaide ,East Torrens Cricket Club ,Rostrevor Old Collegians Football Club ,Brighton cricket and Football Clubs ,Goodwood Football and Cricket Clubs Sturt District Club (Hawthorne) Old Ignations Football Club (Park 25) to name a few. Without putting too finer point on it ,high time we upgraded. Fingers crossed we get a positive vote for the upgrade</i>
<i>This redevelopment is long overdue and should occur as soon as possible</i>
<i>I think it is critical that Clause 6.1 be adhered to and monitored, i.e. no non-game or -training-related events. Clause 6.3 in its entirety must be adhered to and monitored. Re Clause 6.7, I would ask that team sponsors logos not be displayed on the building and that PAC and PACOCFC logos be very discreet. 6.11 is also very important. Clause 8.3 concerns me, in that I would not want to see the proposed building located any closer to Mackinnon Parade. I still believe that the originally proposed location (starting at the current changeroom) is the best location for the ambience of the park and the amenity of the residents, even if it is not the absolutely best football viewing position.</i>
<i>I find the length of the lease extraordinarily long, and I find the annual rent extremely low. Given that the lessee can afford a very high sum for the development, one would expect that they could afford to pay a higher annual rent to Council. I see that they are promised the 70% discount for an educational institution, but in fact, this public parkland will be used not by the school, but by a semi-commercial entity, the Old Collegians' sports clubs, which will be making profits from food and beverage sales on the public land.</i>

My primary objection is putting private building footprints on the public parklands. This should not happen.

As a resident on Mackinnon Parade, we continually have the issue where the cricket sight screen blocks our view of the parklands regardless of the time of year. I would like to see a provision that the sight screens must be moved to the rear of the proposed structure any time they are not being used.

'- The building should include double glazed windows to reduce noise impacts from events on the local community.

- A water fountain / dog fountain should be installed outside the facility for the wider community use.

- Events should be able to go until 10pm and not be post a sports activity at the location and liquor licence to be extend until this time if required.

Don't lease our parklands to wealthy private schools.

I don't think the building should go ahead to be honest.

This area is spiralling out of control. My view + perspective is taken over a 20 year consecutive permanent presence near/on premises.

It is great that the City of Adelaide has tried to ensure that the draft Lease Agreement places the responsibility on the PAC School and not the Football club to ensure that activities and the operating hours take into consideration community expectations and local residents rights. We trust that the school would understand the risks associated any "shenanigans" from a physical, financial and reputational perspective and would hope that this is discussed by the School Board, to ensure that there are no repeats or opportunities for previously raised and documented "shenanigans" by the football club.

We trust that the school board clearly ensures that there are no repeats of issues and behaviour raised as in the past by the football club individuals after hours.

I feel heartened and reassured to see that the lease arrangement is directly between Prince Alfred College itself and the CoA.

PAC's reputation in the community is outstanding and it will be pleasing to see the redeveloped facility being able to provide excellent facilities not just for the school and it's community but hope there is fulfilled potential for other school communities with both boys and girls in particular to benefit from the much needed upgrade.

I appreciate that modern functional change rooms and public toilets are desirable for Park 9. However I think the proposed new building on a bigger footprint with an ongoing liquor licence and the potential for regular use/hire of the venue is undesirable. It is not in keeping with the idea of public parks being available for the general public and another erosion of parkland space.

The lease agreement favours the applicant at the expense of the peaceful amenity of the surrounding community. It should not be approved.

Disgusting, elitist proposal.

Strongly oppose this new development.

4.6 Community Sports Building Location

Response	Comments
Yes	<i>Yes, moving at away from the road and closer to the oval means that there is more space to allow for the slightly large building without having the cut down a large number of trees.</i>
	<i>Yes, I believe the proposed building location has been tastefully placed and within close proximity to the playground and courts so that those using these facilities can also use the building, whilst also enabling viewing of sporting games in inclement weather.</i>
	<i>While we would love for the building stay at the same location, we realise this may not be practical and are thus comfortable with the location.</i>
	<i>There is an enormous need for toilets in this area. The playground and oval are in need of better facilities that seem to have been overlooked by the Council</i>
	<i>The site balances the competing needs for a west-east orientation (for shade and utility) and retention of significant trees and vegetation.</i>
	<i>The repositioning is very close to the inadequate existing clubrooms but in a better position to have superior access to the oval for players and spectators without being too close to residents from a noise perspective. Many families will come to watch the games and having the location close to the playground for child supervision by parents is a bonus.</i>
	<i>The proposed location makes sense for the area and provides enough distance between the facilities and residents of the area in terms of noise and activity of those using the building</i>
	<i>The proposed location is fit for purpose, provides better viewing of the sports field by spectators, closer access to public toilets for playspace users and improved street presence off Bundeys Rd</i>
	<i>The footprint is not that big so keeping it where it is should minimise visual impact/amenity</i>
	<i>The current location is not ideal and the proposed location does not hinder any currently used park space</i>
	<i>The building is in need of an upgrade and is embarrassing for both the home club and visiting clubs to use such decrepit, aged and well past their use-by date facilities.</i>
	<i>So much better than the existing. Current facilities totally inadequate for any gender sport. Further, so basic as to be a centre for inappropriate sexual activity, etc</i>
	<i>Seems to make sense to put the changerooms etc on the side of the oval to be used by the sports involved.</i>
	<i>Seems like the best location on the oval for the buildings.</i>
	<i>Rebuilding in the current location would contradict our parkland philosophies of open space development. The proposed location would declutter the road space and provide greater security for our young people who would play/explore while attending sporting fixtures.</i>
	<i>Perfect spot</i>
	<i>One one tree requires removal. This location is a far a practical from the residents.</i>
	<i>Not to dissimilar to the current location and not obstructing the views from any residents.</i>
	<i>No more impact than the existing building</i>

<i>next to oval is most appropriate for sporting matches</i>
<i>Near to playground – accessible!</i>
<i>Minimal but appropriate</i>
<i>Makes the most sense for spectator viewing. Out of weather etc.</i>
<i>Makes sense to be closer to the oval and the playground (especially for the safety of the public toilets)</i>
<i>Make sense, close enough to the oval that it can provide shelter to game days services and supporters</i>
<i>Looks much better than existing building.</i>
<i>Looks more professional</i>
<i>Logical location to provide shelter for spectators whilst watching matches</i>
<i>Logical location for the building footprint</i>
<i>Logical location adjacent oval to facilitate spectator viewing during inclement weather</i>
<i>Will reduce game day set up for sporting events especially for cricket and negate use of cars to transport equipment for game day and from parking around oval during inclement weather</i>
<i>Also places public amenities adjacent to play space, which satisfies</i>
<i>Its set back from surrounding houses and does not interfere with anyone's use of the amenities.</i>
<i>It's closer to the playing field which is far better for players and spectators.</i>
<i>It's perfect</i>
<i>It's been their home for a while and the club has improve the grounds for years.</i>
<i>It seems to strike the right balance</i>
<i>It seems to me to be the logical location for the new building – close to the existing building and the newly built playground. It will be great for visitors to the playground to have access to nice toilets ... finally!</i>
<i>It seems tastefully located, not imposing.</i>
<i>It seems reasonable given the oval location and is a good distance from the road.</i>
<i>It seems a good choice as does not encroach on other areas of the park</i>
<i>It makes sense.</i>
<i>It looks like it won't take up too much more room than what is already there, plus the current building is an eye saw.</i>
<i>It is well sited but ideally should be closer to the oval</i>
<i>It is well placed away from the road; it does not interfere with other activities in the park lands that are nearby.</i>
<i>It is the most logical place</i>
<i>It is sympathetic to area, better than current buildings and desperately needed.</i>
<i>It is sensible.</i>
<i>It is on the far side of the oval – nowhere near residents. It is no obtrusive or unsightly. It is only slightly bigger than what is already there.</i>

<i>It is not in the middle of the grounds. It is a compromise to the original proposal. If the building is moved back to the original location, there is no point, you might as well keep it as it is.</i>
<i>It is far enough away from residents and adjacent to oval for undercover viewing when raining</i>
<i>It is a suitable location given the layout of the sports field, the existing lights and proximity to existing structures.</i>
<i>It is a reasonable compromise and will suit its planned use.</i>
<i>It is a much more sensible location than the existing facilities.</i>
<i>It is a more functional siting of the required facility than the existing site but really doesn't expand the footprint to the detriment of others.</i>
<i>It clearly needs to be close to the oval to be useful for the users. Bringing it closer to the oval also helps to create more of a hub for the playground.</i>
<i>It cannot be anywhere else. If put elsewhere it car parks will go up.</i>
<i>Includes similar area to current facilities.</i>
<i>Improves current building</i>
<i>Ideally the building would be central to the oval, not tucked into the Southern corner, but there appears to be little appetite from the Council for a suitable location to be selected.</i>
<i>I would think the location is perfect</i>
<i>I think the toilet facility being closer to the play area is a good thing.</i>
<i>I think the building is appropriate and similar to existing location. And away from fussy North Adelaide home owners</i>
<i>I think it will be good for the area.</i>
<i>I think it is only fair that the change room be brought closer to the action and also is a good view from surrounding streets</i>
<i>Greater access to toilets for playground facilities with new location. I enjoy having my family at Park 9 on Saturdays for football and current location of toilets is not fit for playground usage.</i>
<i>Great for users of the playground space and for the spectators visiting Park 9</i>
<i>Good location for viewing both kinds of primary sports plus in my opinion doesn't take anything away from the natural setting of Park 9</i>
<i>further from the road and more in tune with the site.</i>
<i>Fits</i>
<i>Closer to the field of play is safer for our boys and girls aged from 7 years to 16 years.</i>
<i>Closer to ground, which allows spectators to view undercover from the sun/rain. It also easier for unpacking and repacking equipment used, that is stored within the building – like chairs, tables, etc</i>
<i>Close to existing building location</i>
<i>Can see why they're doing that – for views to the oval. Mixed feelings. Hesitantly/reluctantly in agreement. Providing alcohol consumption under control. Happy to be in this position.</i>
<i>Blends in well with the surrounding parks.</i>

	<p><i>Away from housing</i></p> <p><i>As a player currently, the change-rooms and facility is not up to standard to meet modern requirements. The proposed change would be incredibly welcomed, whilst also making the ground a better spectacle for neutral visitors. Having the change-rooms slightly closer to the oval as proposed would also be very beneficial, especially for injuries, or in cricket when batting. I think it also would simply look a lot nicer than what is currently existing and would add to the aesthetic.</i></p> <p><i>Area isn't much bigger than the current building and I don't see any issues with the location.</i></p> <p><i>Appears to be better located to suit the sports</i></p> <p><i>Acceptable positioning not facing away from the park space but also a nice vantage point for sport spectators.</i></p>
No	<p><i>The proposed site is too close to and impinges negatively on the amenity of the community play areas and housing along MacKinnon Pde and should be moved back along Bunday's Road, at least to the original approved site.</i></p> <p><i>Would prefer it was in same location as the existing changerooms.</i></p> <p><i>Would be preferable to be more centred on the wing</i></p> <p><i>Too close to my residences. The driveway to my unit funnels noises directly to my front rooms.</i></p> <p><i>These parklands are currently in use by many local residents and shouldn't be offered to a private school for events. This goes against any concept of the parklands being public access.</i></p> <p><i>The area has insufficient car parking already – adding more people will exacerbate this issue.</i></p> <p><i>The upgrading of the facilities for Park 9 is very much warranted but I do not agree with the proposed building location: To re-position a building with a larger foot print away from the roadside to enable improved viewing capacity for spectators is highly questionable and not valid. Spectators, when not in ticketed restricted seating, will spread themselves about to obtain a vantage point that best suits them. This can vary during the course of a match and having an enclosure is certainly of benefit during inclement weather but in such a situation could not possible house all spectators.</i></p> <p><i>Parents who attend with children have the option to be able to allow them to play in the well-established play space and will have their view obscured by the building in the proposed location, unless they move further into the play space themselves to keep an eye on both.</i></p> <p><i>The toilets located further into the park and away from the road side forebodes for some concern in safety.</i></p> <p><i>The presence of a building closer to the roadside in a similar space would enable access from the road without needing to fashion further roadways into the parklands.</i></p> <p><i>The parklands do not need to be built on. In addition, the location is all about the amenity of PAC and not the community. The view from the well created playspace will be spoiled – looking at the back of the building. If you really had to build, why not build by the main road on the other side of the park, and maintain the amenity for all. It seems to be built for people to park cars and not have to walk anywhere – it's a fitness location! Get everyone walking.</i></p> <p><i>The new location blocks the one section of the park where there is a "bit of a natural walk" for old people like me. The need to provide spectator facilities is spurious. Most people don't go into the parklands to look at buildings (despite Council thinking) and would like</i></p>

them out of sight and mind. Please keep the building as unobtrusive and as near to Bunday's road as possible (and under greenery of some sort).

The location of the existing toilets and changerooms meets the needs of all users of Park 9 including playground users, community, sporting teams etc. The proposed change is only for the benefit of the PAOC FC who would like better spectator viewing for the 18 days a year that football is played in the afternoon.

placing the building further into the park requires an additional service road, lighting.

The new proposed building location divides the playground from the playing field, which would have the unintended consequence of not making the playing field inviting for playground users if the building and toilets are obstacles in lines of site. It has been suggested that Environmental Safety Design standards would support the toilets and building being closer to the existing roadway for the purpose of passive supervision after dark. The toilets are currently used by community who park on Bundy's Road and have a short walk.

The new proposed location will only benefit the viewing spectators only in inclement weather and the need to have this as close to the halfway line should be questioned for the few that will benefit. Park 9 is a very small park in comparison to other parklands and sporting fields. Having a dominant feature located near the middle of the park, that only serves as a viewing platform and clubrooms for the whole year is questionable.

The current location of toilets and change rooms supplies the needs of all users of Park 9.

The building would be better placed on centre wing. However, it is a significant improvement on the current building location.

The best location for this development would be on the centre wing of the oval. It would be in a much better and practical location for the sporting clubs and also closer to the playground for more accessibility for the public using that.

Stay where it is

Should be parklands

Let them buy their own land and construct their own buildings. They can afford it.

It is to be moved some distance from the existing building site location, requiring construction of a road, which is inappropriate for the park lands. The proponent's excuses are without basis.

It gets nauseating repeating, public not private land for an already privileged elite school.

In the present location it is less obtrusive and closer to the road.

I think that it should be built on the existing club house site to lessen the impact on local residents

I think it should be closer to the existing changerooms, closer to the southern goals. This would have much less visual impact on the park, keep the building further from the children's playground, and have less impact on Mackinnon Parade residents. Further back from the playing field would be much more discreet and require less roadwork into the park.

I think it should be at its existing location. The new location cuts off the the children's play area, it too close to residents and is too large. I think the new siting effects the way the neighbourhood sees the park – and it feels like it will now be all building and all PAC signs.

I don't see why they need a building. They have massive amounts of exclusive private school property already. Use that.

Further back towards fence

<i>Free the parklands of unnecessary buildings.</i>
<i>Far too close to the residents of MacKinnon Pde and too close to the children in the playground.</i>
<i>Council has been wildly inconsistent with buildings in the parklands. No case has been made for why this one should go ahead, aside from the organisation being well connected.</i>
<i>As explained previously many times, the location does not respect the residents' wishes or needs. The "facility" can operate in the same geo space as current without moving so close to MacKinnon Parade.</i>

4.7 Building Concept Design and Landscape Plan

Response	Comments
Yes	<i>is consistent with current modern facilities and will add to the amenity and attractiveness of the parklands</i>
	<i>Yes, The existing building is embarrassing and not in keeping with the recent development of the playground/BBQ area and tennis courts adjacent to the oval. The new building is a great improvement.</i>
	<i>OK – drainage swails?</i>
	<i>It all looks very nice. My family looks forward to it being there whenever we regularly visit the playground in future years.</i>
	<i>Nicely designed – should add to the area aesthetic.</i>
	<i>I like the water catchment flow has been taken into account.</i>
	<i>The existing facility is an eyesore and the new one has been Architecturally designed to fit in and provide a level of facilities suitable and compliant with today's needs</i>
	<i>Good design with no wasted space to my knowledge.</i>
	<i>I think the design fits with the area, in a similar way to the nearby Adelaide University Soccer Club facility. It will create appropriate facilities for players from both home and away teams, as well as spectators. The design will ensure the facilities are appropriate not just for today but for the next 20 years.</i>
	<i>The old building was a real eye-sore and really depleted the prestige of North Adelaide. The new facility looks amazing and will compliment the heritage of North Adelaide</i>
	<i>Better access for disabled and women should be enough to see the proposal approved</i>
	<i>Again, the building looks good and is appropriate for the location. This will only enhance the parklands</i>
	<i>The design appears to fit in nicely with the surrounding area without encroaching greatly in any currently used park spaces</i>
	<i>yes new toilets required and better changerooms</i>
	<i>The proposed new facility is a much better design.</i>
	<i>It modernises the current antiquated faculty. It is a modest development. And it is situated some distance from any housing.</i>
	<i>This design is clearly more practical than current facilities, hence it is a necessary improvement which can accommodate for local community/sports teams of the area</i>

<i>The low profile, glass fronted design supports a modern, spectator driven development. Provision has been made for women's sport with changerooms that are sympathetic to and would encourage female participation in sport.</i>
<i>Upgraded facilities including disabled access will cater for all users. In addition, new toilet facilities will be available to all parkland users.</i>
<i>Nice, modern and inoffensive building that fits within the mood of the area.</i>
<i>Looks great and not intrusive</i>
<i>Works well with play space as well</i>
<i>Looks fantastic! Would be a nice, neat addition to the parklands. New toilets would also be beneficial. Currents facilities/toilets are out of date.</i>
<i>The building design has been altered from the original plan submitted four years ago. There has been a big effort to try and please all tastes and objections.</i>
<i>Efficient use of space consistent with permitted use and limited social activities. Appears substantially compliant with AFL/SACA facility guidelines, disability access and CPTED requirements for public amenities being accessed from play space</i>
<i>It is a community facility. The greatest use of the new building is the toilet upgrade – the current toilets in the existing building is terrible. Many users of the park use the existing toilets. People in the playground also don't know where the toilets in the existing building are because it is hidden from view.</i>
<i>I like the simplicity, the structure doesn't hold a hierarchy, rather the building looks to disappear from the park space.</i>
<i>Plans are professional</i>
<i>Looks fine.</i>
<i>Includes more updated facilities, proper disability access and more appropriate change rooms which considers the huge increase in female participation in sport.</i>
<i>I think the concept design provides a much needed update to the facilities and I think it is great that it also provides public toilets and disability access.</i>
<i>It's OK but see my previous comment re: the basic principle</i>
<i>Looks good and is not over the top</i>
<i>Seems reasonable</i>
<i>The facility seems small, especially under modern standards, for a facility that will be used by a range of sporting groups (footy, cricket, men's, women's, boys and girls). The limitations based on previous footprints seem unwise and state of the art facility would provide greater benefits into the future as standards and usage continue to grow, rather than sticking to bare minimums based on today's use.</i>
<i>A modern upgrade in keeping with its surrounds, looks great.</i>
<i>Yes it doesn't look out of place in terms of other community sports buildings built recently</i>
<i>It looks reasonable</i>
<i>It looks good and reasonable and fit well into the playground nearby or adjacent</i>

<i>It is a well thought out concept design that fits into the natural environment of the parklands.</i>
<i>Looks nice and I believe it is good.</i>
<i>I think it is an improvement to the general area.</i>
<i>It appears to be well designed from a functional and aesthetic viewpoint.</i>
<i>Looks nice</i>
<i>Low impact, fits with other recent parklands facing</i>
<i>It is well designed and fits the parklands landscape.</i>
<i>The design would be a huge improvement on the eyesore that is currently there and would provide a practical and modern facility for the sporting clubs as well as the community as a whole. The amenities are currently inadequate and the entire zone would be much more appealing for use by families and the general community if this proposal went ahead.</i>
<i>The plans for the building look contemporary, understated and well designed. The removal of existing buildings will mean that the street appeal is improved. Landscaping seems to be well-considered and appropriate for a parklands area.</i>
<i>Not eye-blaring.</i>
<i>Looks good to me – picks up characteristics of the area</i>
<i>It is visually pleasing functional and and obtrusive – does not take up excessive footprint</i>
<i>I agree with the concept. It is low level imposing and a much required upgrade.</i>
<i>Tasteful and fit for purpose.</i>
<i>Suitable</i>
<i>The design is modern but consistent with other contemporary design buildings in the area. The top height of the roof at 4.8m is not prohibitive and will allow enough natural light and ventilation to flow through the building. I believe the design enhances the oval appeal.</i>
ARCHITECTUALLY DESIGNED WITH REGARD TO SURROUNDING ENVIRONS.
<i>The proposed building aligns with AFL community sports guidelines and provides uni-sex facilities for all of the community. Uni-sex umpire facilities are also provided, enabling female and male umpires can have equal access to the facilities. The proposal also has undercover spectator viewing enabling all weather spectator use.</i>
<i>A new building is (underline) long (end underline) overdue. It will be a huge improvement for the community</i>
<i>Meets minimum requirements of AFL change room standards. Current rooms are embarrassment and provide inadequate changing facilities for visiting clubs.</i>
<i>It looks good and will freshen up the current space.</i>
<i>Looks great, in keeping with the theme of the parklands and other buildings and integrating it into the surrounds</i>
<i>Looks fantastic</i>
<i>It is functional and dramatically improves the far outdated existing building.</i>

	<i>The facility complies with Cricket Australia's Community Facility Guidelines; team and umpire changerooms, shade, storage and community space. This will ensure that the facility is sustainable and meet a flexible range of uses into the future, while minimising footprint in the parklands.</i>
	<i>Blends in nicely with parklands and looks like a big improvement</i>
	<i>The building is not intrusive and doesn't dominate. The use of glass is nice for permeability.</i>
	<i>Looks great</i>
	<i>Sensational.</i>
	<i>Professionally developed to enhance the the area.</i>
	<i>Looks excellent and the design is very good.</i>
	<i>Sympathetic to the surrounding while being contemporary with minimal visual impact</i>
	<i>Not an imposing design, but a high-end modern feel that matches surrounding area.</i>
	<i>Professionally done</i>
	<i>Yes, the building design looks lovely and suits the modern feel of the area.</i>
	<i>The building is beautifully designed to capture the sun and cope with wind issues that may arise. The landscaping is not only in keeping with the area, but enhances them.</i>
	<i>Modern facility that blends in with the surrounds</i>
	<i>It's fine</i>
	<i>Functional modern and fits in with surrounds</i>
	<i>Looks great</i>
	<i>It presents a much improved outcome relative to the existing facility</i>
	<i>It is currently a shoe box. In 2021, disabled toilets are a MUST. Sport players should be allowed to use a change room.</i>
	<i>The building looks attractive and we have no issues.</i>
	<i>Kaurna plaque should be included in landscape design</i>
No	<p><i>The building diverts all rainwater to stormwater. The council should force the school to either collect rainwater to use for flushing toilets or the project to connect to the GAP recycled water in the parklands so toilet flushing is not using potable water.</i></p> <p><i>The design team talks about integrated landscape, but landscape is only toward the back of the building. Why isn't there integration into the building such as a green roof or green walls? Seems like this is only lip service. There is so much more opportunity to include biophilic design into the development.</i></p> <p><i>Will this building also be in line with the Council's Carbon Neutral goal? From my perspective there is a lot of glass (which will no doubt be only single glazing) and a roof that is not well orientated for solar panels to generate renewable energy on site. The passive design strategies of natural daylight and natural ventilation shouldn't be what they hang their hat on, that is passive design 101 and should be part of every project, not highlighted as targeting high sustainability attributes.</i></p> <p><i>If the project is not doing everything possible to reduce it's environmental impact, then as a development in the parklands, it should</i></p>

<i>be knocked back and forced to include more sustainable design elements. Prince Alfred College and the architects should be urged to take the City of Adelaide's slogan of 'Designed for Life' more seriously.</i>
<i>I think the building is too large and will end up as an event space that will be disruptive to the neighbourhood. I also do not want to see drunk boys next door to a children's play area – it's not safe and it's not appropriate.</i>
<i>This new building with its feature 1950's stone wall and Darth Vader black windows would be excellent as an single story office building out on the Main North Eastern Road (perhaps for a chartered accountant looking for added respect).....but please, I don't want to sit on a park bench wanting to look at a tree (my daily solace) and get this instead. There appears no landscape design just driveways and entry points/</i>
<i>It is unnecessarily large at 410m2. Its footprint is over whelming and impacts local amenity. Scaping is fine and needed.</i>
<i>Far too big + is another encroachment on our parks. I feel that it should be built on the site of the existing clubrooms, if at all</i>
<i>I have no idea what the 'old boys' gave as guidelines when they put out the tender but what they got is totally unsuitable for the situation. That building might look good elsewhere but in the parklands it looks like someone installed a 'service station'. A building of that size in the parklands should be more sympathetic to it's surrounds, not look like a reject from the Jetson's Cartoon. Apologies to the architect but I think he/she was given the wrong spec's to work on. Something like a small version of the WW Martin Hythe Sports Pavilion (in the UK) tucked in the tree line would be both pleasant to look at and far more discreet. At least in a few years time we wouldn't be contemplating it's removal.</i>
<i>Wrong place – Far too large</i>
<i>Far too big and in the wrong place</i>
<i>1. Too much glass and outside sheltered area facing community play areas allowing full sight in for community and residents of the drinkers, diners, purchasers of food and drinks, meetings etc. It appears be tacked on and too visible, impeding full view of the oval from the community playground area.</i>
<i>2. Outside public toilets entries and exits now face community play areas and residences with no shielding and in undesirably close proximity to children's play areas.</i>
<i>3. There appear to be no inside toilets available for spectators, users of the food and drink facilities, association members etc within the new building. Are they classified as users of the community outdoor public toilets?</i>
<i>If so, will the number of outside toilets be sufficient, especially for large functions, and their position acceptable to users of the building and should the ACC and therefore ratepayers still be responsible and paying for the cleaning of these toilets.</i>
<i>If not, then a clear distinction needs to be made and toilets provided by the Lessee, inside the building for spectators/event visitors before building approval is given.</i>
<i>Bigger footprint not acceptable</i>
<i>I think the community space is unnecessarily large. Change rooms and plant rooms are necessary. Viewing and entertainment space is not.</i>
<i>Free the parklands of unnecessary buildings.</i>
<i>No. We should be focusing on returning more of the parklands to a natural state to increase biodiversity in the area. This will only decrease it.</i>

<i>I think the building looks fine, but I don't agree with the concept at all.</i>
<i>This would be more appropriate if it was starting from the existing footprint as agreed in 2017.</i>
<i>The agreed footprint (2017) is preferred.</i>
<i>The building location should remain adjacent to Bundy's road near or on the site of the current change rooms. It looks to be the size of a nearby tennis court from the concept plans provided and due to its size, numbers of people it will attract, keeping it away from established residential areas and not obscure view by children in the play area by their parents.</i>
<i>A smaller foot print that does not necessarily require the removal of the existing work shed should also be considered – the concern here is that machinery and no doubt chemicals used for the upkeep of the oval and buildings may be safer located at a distance rather under the same roof as the new building.</i>
<i>It is puzzling to see the road and boom gate to the existing shed remain should the latter be demolished rather than be returned to green space.</i>
<i>In 2017, it had been agreed that the starting point for the new facilities would be from the existing change rooms site – I strongly feel this should remain as it would enable delivery of goods, with ready access to the new facility and it's toilets from an existing roadside requiring fewer encroachments on the green spaces of Park 9</i>
<i>larger footprint than existing buildings.</i>
<i>The concept design focuses on creation of a portion of the building that will be used for social events not consistent with the original sports-focused concept. This is essentially to allow 'pub-in-the-park' facilities, contrary to park lands policy.</i>
<i>They're already lucky to have use of the parklands, are they never satisfied? NO EXPANSION</i>
<i>Any amount of construction on this scale goes against the concept of the parklands being for all. The addition of more private use facilities further burdens the local area with additional traffic and reduced opportunity to enjoy the local green space.</i>

4.8 Other comments on the Community Sports Building

Comments

I believe that the toilet facilities will be available to the public. The existing toilets, which are the only ones close to the playground are old, and not pleasant to use. This addition will be greatly appreciated by all that use this area.

I just think that it should be built ... and sooner rather than later. The area needs this sort of facility.

Any improvement on the current one has to be a good thing.

I couldn't quite confirm where the public toilets are – as long as the entrance is well lit, this is a good idea.

Let them have a decent building to allow guests of the club to be comfortable and watch the young people play their sports.

With PAC paying the cost, and the design fitting with the area and comparable to facilities at nearby ovals, I believe this proposal should be approved. Other users of the park, including the playground, and tennis courts, will benefit from the better public toilets. For the local residents, the development won't change the days/hours that the oval is used.

Yes – please build this and allow our parklands to be enhanced, upgraded and made better. Note – I am in no way affiliated with PAC, never have been. I am just a supporter of growth and activation of our parklands.

The design of the new building will compliment the parkland landscape and provide a new capital asset. In addition the applicant is proposing to fully fund the project and on that basis Elected Members should support the project.

Design looks great for the area and will give a great modern feel to the oval compared to the run down, dingy, unsafe and extremely inadequate current facilities.

The ladies toilets are inadequate and a disgrace for users of park 9

If PAC are covering all costs for the new facilities then why not?

About time, this project is long overdue and the existing facilities are embarrassing for the Adelaide parklands, the City of Adelaide and PAC. Contemporary, fit for purpose, compliant facilities should be made available to all users of and visitors to the park lands from Adelaide and the broader community

The building has all been done to AFL standards, and is a good use of the combined footprint of the existing buildings.

So long as it doesn't become a squatters quarter & is adequately maintained, I believe it will be advantageous.

Can it include solar panels for more environmental sustainability?

No. The upgrade will be welcomed.

With PAC seeking to cover all associated costs with the new building and the facilities being much more appropriate, the proposal should be approved.

Important to replace decaying buildings in the parklands to ensure a number of groups (not just PAC) and individuals can use reasonable, safe facilities

The old one is outdated

The design does not appear to allow for easy adaption to include a second story for future viewing space (grandstand) for spectators. This seems short-sighted.

Much welcomed upgrade, the area is falling behind, so many other councils have upgraded old facilities and this is one of the worst still standing.

It is a substantial upgrade on what is currently available for the clubs and community to use, and is far more aesthetically pleasing and safer.

Not larger

I strongly encourage that this plan proceeds as the benefits are enormous for all sporting clubs as well as the community. There is no additional impact on the residents from this and will only benefit them moving forward. The whole area will be transformed into a much more accommodating and useable space that will be far more pleasing to all involved. I also note that the Community Information Pack has been uploaded as a .docx format. This is going to exclude some people from reading it. I recommend that this is converted to a .pdf format so as not to exclude those people who don't have access to the Microsoft Office suite.

Really happy with the proposal.

Looks good – functional

Like design & location – sport & playspace

It is imperative that the development go ahead – long overdue. How can all the very considerable sports facility developments proceed in the parklands opposite the new RAH and this incredibly modest development not?

It is well over-due that an upgrade happened.

We need to encourage activity, particularly amongst young men & women. The rapid growth in AFLW is exciting and for people to participate, facilities need to be fit for purpose. The existing facilities are substandard and I welcome this upgrade.

Very necessary upgrade

It is incomprehensible that this should not be strongly considered and approved given the improvement it brings. The existing facilities are an embarrassment and an eyesore.

Should be approved- as a local resident and owner of other properties in the vicinity of the proposed development I would be disappointed if the acc rejected this application. I can not see any plausible reason for doing so. Why the council would not want a newly erected, sympathetic building for the area would be hard to justify as an from my perspective as an independent ratepayer. The tenant has displayed over many decades their ability to maintain the oval in pristine condition all year round having respect for the councils property whilst maintain and developing utilities.

This facility is much needed to enhance the growth of community sport and use of Park 9, vastly improve the public toilets making them DDA compliant and provide uni-sex change facilities for the growth in female and junior sport.

Please lets get on with it! It has been years coming. Fitness on the Park will be very supportive. Masters Inc Athletes (35 athletes) are keen to have an undercover space to train from

Thought some more undercover areas would be better

It is functional and looks excellent.

Will be great benefit to community

C of A need to ensure all communities have access to this ground (Park 9) by monitoring sub-lease activity.

Looks lovely and modern.

New toilets will complement what Council are doing everywhere in the park (new playspace and activity hub) – need to invest in good infrastructure in the city grounds.

Current change rooms are archaic – we need to move with the times.

The concerns from residents are ridiculous as the alcohol permits are in check and are in the building. They won't be allowed to walk around with alcohol.

Very modern and professional.

The proposed building and facilities will enhance the area and create an environment so superior to the existing infrastructure.

The parklands are for everyone to use – much of it is dry grassland and rarely utilised. This will utilise the most our of this area and allow the PAOCFC to have up to date facilities like so many other clubs.

Support this proposal to build

I love it.

The additional space required is to make sure that the facilities are consistent with AFL guidelines and modern uses

<i>Double glazed windows</i>
<i>We support community sports, not gambling/drug sports such as major sports “footie”</i>
<i>Why doesn't the submission include a waste management plan? Where will green waste go? Is Prince Alfred committed to diverting waste to landfill? How will waste be picked up in a easy manner.</i>
<i>The word ‘community’ – I have lived on Mackinnon Parade for 10 years and have never seen any sense of community coming from the sports teams – especially rugby. The boys are messy, disrespectful, and often scare the older members of the neighbourhood – especially older women.</i>
<i>See above and note it is too big and “over fit for purpose”. It is for parklands footy and this new need for specialist massage rooms and “club” community areas etc is questionable. PAC have obviously used the premise that the more money it spends the longer the lease it can ask for so it can get a “return” on its asset. If it could put in gold taps and get longer it would. A simple and unacceptable equation.</i>
<i>It is 20% too big and located far too close to McKinnon Parade</i>
<i>Too big, wrong position</i>
<i>Strongly against this “development”</i>
<i>In the blather we were given to read it reinforces the fact that it is a ‘public’ building and open to all. You also say that you expect an increase in residents and park users and foot traffic and yet this cold and forbidding (private looking) building set in a crowded situation with boozed up geriatrics has only three toilets...? Most country ovals have more dunnies than that.</i>
<i>Just a thought – seeing plumbing and waste facilities are already there, if they insist on moving the club house to ‘Canine Scrotum’ status maybe they could build a small ablution block on the old clubhouse slab?</i>
<i>Repositioning of the building along Bunday’s Rd will reduce the amount of extra landscaping required, preserve the existing vegetation and diminish the negative impact on the community playground facilities and residents.</i>
<i>I am interested in the fact that it is called a community sports building. As far as I can see it will really be used only by PAOC. It is not being offered to the local community as a resource. Materials must be discreet (and not cause blinding sun reflection to motorists on the main road) and landscaping must be undertaken quickly – and maintained.</i>
<i>No. Mine is a basic rejection.</i>
<i>Must be available to nearby playground and tennis courts users</i>
<i>The need for modern and appropriate toilets and changerooms has always been supported. The existing toilets have been ‘rundown’ and have been deemed as non accessible for the disabled.</i>
<i>The use of the facilities by the school for sport will be of benefit for all, if new toilets and changerooms are built or refurbished starting in the existing location.</i>
<i>The older tractor shed could have been converted to a “men’s shed” for local community, instead of incorporating as part of the new proposed ‘clubrooms’ which may have served local residential community.</i>
<i>The existing location for new toilets and changerooms having been refurbished are preferred by us.</i>
<i>A facility that truly is a community sports building rather than a clubroom would be very welcomed by the community both local and further a field. Promoting good health and recreation through sport for all ages and gender is to be commended.</i>
<i>Facilities that will also allow change rooms for girls and women, spaces for umpires, protected areas during inclement weather for more vulnerable spectators is ideal.</i>

To locate such a sports building to take advantage of a vantage point to better view one section of the sporting arena is highly questionable. The attendance of spectators for a community sporting event will not be because of the viewing or seating position offered by a building in Park 9. It is a service facility that is best accessed from the existing road as the original change room has and thus not requiring new roads into green spaces. The location of a new building closer to residents to facilitate the community sporting events should not occur.

Minimising disruption to our green spaces should be considered.

Toilet location closer to roads rather than further in parklands is safer.

Avoid reducing the visual access of children in the play space behind the building.

Informing residents of the larger event games well ahead of time is a good moniker for good communication, but there is a significant parking issue for residents that is not solved.

Building materials look attractive. .good to see the attention to water efficiency and use of natural daylight.. Wondering why there are no solar panels on the roof.

The building is not being financed by PAC Old Scholars for the purpose of satisfying 'community' needs. It is being created for the exclusive use of PAC.

As before, no expansion for an already entitled few.

4.9 Proposals and content of the Community Land Management Plan

Response	Comments
Strongly agree	<i>This upgrade will benefit the entire community and make the area much more appealing to all to attend and take advantage of. Currently, I would not take my children to what is a wonderful play area because of the lack of suitable facilities in the event they needed the bathroom. The excellent upgrades to the area are let down and are being underused because of the dilapidated facilities that are currently there.</i>
	<i>Having read through this Draft CLMP I feel that the important cultural and environmental considerations have been sufficiently included and that the public and those who lease or sub-lease park 9 will all benefit.</i>
	<i>It is a good balance between community use and protection of parklands. It is great for (underline) youth (end underline).</i>
	<i>Fully support this area for sport</i>
	<i>Dog on leash - bins need doggy bags, to much</i>
	<i>Park Lands facilities need to be upgraded from time to time when appropriate. This development fits that bill</i>
	<i>I think the proposals are excellent and needed</i>
	<i>I believe that all of this material is consistent with the appropriate use of the parklands and covers all of the appropriate issues.</i>
	<i>If the key objective of Park 9 is to support ongoing public use and enjoyment of the park and retain it as an activity hub for formal and informal community recreation and sport activities, the proposals enhance the ability for this objective to be achieved in a progressive manner. This can also be done while remaining respectful of the cultural significance of this land with minimal impact on the surrounding environment.</i>

<i>I strongly support the use of Park 9 for community level sport and recreation. The new facility will enable this to occur while meeting modern community standards of facility provision.</i>
<i>The residents need to understand that the parklands use is for the community as a whole! The draft plan is for community use - PAC is to be commended on their tenacity in continuing to press for an improved facility despite some local backlash.</i>
<i>I enjoy the facilities that have been added in recent times. I now am able to take my young family along on a Saturday and they enjoy the playground a trails around Park 9. The space is being far better used since I first started at PAOCFC 15 years ago.</i>
<i>The amenities need to change</i>
<i>Seems considered and consistent with the intentions of using the parklands for the people.</i>
<i>Makes sense</i>
<i>The park usage is future proofed without compromising its original intended use.</i>
<i>The CLMP aligns with the site's historical shared community and sporting use while including fit-for-purpose off-field amenities to the benefit of participants and volunteers.</i>
<i>Agree that parklands should be protected and enhanced as much as possible</i>
<i>Recognises + protects the park</i>
<i>Agree with dog management proposal.</i>
<i>Park 9 requires revitalisation immediately. Cannot decay like other council assets.</i>
<i>Very well set out, explains the consultation with the Kurna people and it is clear that the old buildings need to be moved and integrated into the new facility. How the clubs have put up with those changerooms for this long defies belief.</i>
<i>Evidence of commitment to ensure facilities in the park lands are sufficient for use</i>
<i>I believe this should go ahead to make the parklands recreational experience more enjoyable.</i>
<i>Yes, the CLMP proposals and content seem to be fair.</i>
<i>To encourage more people to use the park is an excellent idea. Removing both the existing sheds and replacing them with an attractive facility is going to be visually superior. The landscaping and lighting will make the park even more accessible than it is now. I like the idea of dogs having a leash-free time zone. The landscaping is in keeping with the feel of the trees and plants that are already in existence. The entire aspect will be far more attractive than the current building for the neighbours.</i>
<i>The area needs to be developed in line with the new playground facilities</i>
<i>Everything looks great</i>
<i>National Heritage Listing very important particularly for the Kurna People .</i>
<i>Council establish a plaque to that effect, so the rank and file can be educated in this heritage .</i>
<i>Increased tree planting and vegetation surround the area great idea this new facility will go hand in hand with the relatively new playground tennis and basketball courts adjacent</i>
<i>Seems reasonable</i>
<i>It is adequate</i>
<i>My previous comments encapsulate my response.</i>

Agree	<i>Please refer to my earlier comments.</i>
	<i>These proposals are generally acceptable, although I have questions about what is meant by 'community development activities' (page 8, para 2), and in the same paragraph, I would suggest that food and beverage service should be limited to one hour, rather than two, after sporting activity. I would further suggest that food and beverage service not occur after training – only during and after matches.</i>
	<i>I agree with amendments, which do not propose or address the size of the replacement facilities.</i>
	<i>seems appropriate</i>
	<i>I believe that the new development fits perfectly into the improvements that were done in 2016 of the gardens, playground tennis area. At the moment those change rooms are an eyesore.</i>
	<i>General - Updated Kaurna statement - WHAT - are you removing western history</i>
	<i>It seems reasonable to me ... as best I can understand it.</i>
	<i>Don't understand all of it, but looks sensible overall and support the plan.</i>
	<i>The grounds should be managed respectfully, and allowed to proceed to facilitate strong use and local participation</i>
	<i>progress is paramount</i>
	<i>It allows the full benefits of the oval to be realised, whilst considering the needs of the local residents.</i>
	<i>I found nothing that seemed unreasonable.</i>
	<i>Obviously any development needs to consider the impact on nearby residents, but this proposal is essential in supporting use of community facilities and encouraging more people to become involved in sports.</i>
	<i>I believe the ground and surrounding area should be managed respectfully. The facilities will bring about great local participation and enhance activity.</i>
	<i>all seems perfectly reasonable</i>
	<i>allow more use of facilities</i>
	<i>The plan appears to be appropriate.</i>
	<i>The preservation of the parklands environment and longevity for the community's best interest is pivotal and reasonable.</i>
	<i>The development as proposed appears to support the Draft CLMP in a number of ways. By providing improved access to people with disabilities, increasing the potential for the participation by indigenous men and women in sport, providing a safer and facility for visitors to the Activity Hub and supporting tree planting and landscaping are all feature and key benefits that this facility will provide to the broader community.</i>
	<i>The draft CLMP is a necessary part of the precinct proposal. Park 9 has long accommodated sporting involvement and this well considered project offers new facilities for all users.</i>
<i>Fair and reasonable</i>	
<i>Reflects current use and community expectations</i>	
<i>The ground and surrounding areas should be managed respectfully for adequate use of the sporting club and other local participants.</i>	
<i>The management plan is brief however covers key objectives and community needs</i>	

	<p><i>The changes to the CLMP reflect the continued use of Park 9 as a sporting and recreational hub that reflects community expectations of what the Adelaide park lands should be used for.</i></p> <p><i>Only issue is the lack of recognition of the necessity for car parks to be made accessible by holders of parking permits for spectators with disabilities or for the visiting team's medical and training staff to access the facility on game days</i></p> <p><i>The CLMP should add in a line about dog owners picking up after their dogs. There is a lot of dog poo on the grounds.</i></p> <p><i>well thought out and community based.</i></p> <p><i>Sounds reasonable and progressive.</i></p> <p><i>Believe the ground and surrounding areas should be managed respectfully, but allowed to meet the key objective of making sure the facilities there support strong use and local participation.</i></p> <p><i>The plan seems sensible.</i></p>
Neutral	<p><i>The CLMP could mention that the park is unique in having a sporting field in very close proximity to residential homes and that this unique feature requires careful consideration as an 'events area". Urban infill as proposed along Melbourne street with the increase in density will demand more open space for community to use.</i></p> <p><i>With this, the requirement for better landscaping along footpaths to the northern side of Park 9 will improve accessibility. currently the walking paths stop past the playground heading east and what can be observed is a well worn track, where people walk but in a haphazard way.</i></p> <p><i>Better landscaping to the northern edge of Mackinnon Parade side of Park 9 would make it more inviting. Some consideration to strategic placement of large rocks or obstacles to stop cars parking on the oval when football is being played, would also be worthwhile as an inclusion.</i></p> <p><i>A longer term view of undergrounding the powerlines and removal of stobie poles would also encourage the tree growth and not limit vegetation on the park or surrounding footpaths.</i></p> <p><i>The CLMP needs to include the current proximity to residential homes. New accommodation when currently complete adjacent to Melbourne Street will increase local population density, and demand more open space for community use.</i></p> <p><i>Use of strategically placed impairments to obstacles on the north side of MacKinnon Parade would reduce parking on the oval when football is being played should be included.</i></p> <p><i>It is pleasing that the emphasis of support is for promotion of outdoor activities.</i></p> <p><i>I would like to see more measures / landscape treatments to deter unauthorised vehicles from not only entering but also parking on the park.</i></p> <p><i>Not being a strong sports fan I find the whole expense unwarranted but that is up to PAC. I know I am in the minority when it comes to sports. What I fear is an ugly intrusion into our parklands when we should be looking to enhance the vista.</i></p> <p><i>The plan is quite comprehensive with one of the stated aims being to "protect and enhance the parklands". I agree with the emphasis on it being an activity hub, proposed tree planting and the focus on cultural heritage and public art.</i></p> <p><i>However I'm uncertain as to how "carparking on surrounding streets will be managed to ensure availability to park users" and think the dog off leash hours are quite restrictive, basically being before 10am or after dark.</i></p>

	<i>However as already stated I disagree philosophically with the increased size and change of use of the building on public space and the potential for Park 9 or PAC having the monopoly on the oval space</i>
	<i>Seems reasonable</i>
	<i>Seems logical</i>
	<i>The CLMP doesn't really grab my attention in either direction.</i>
	<i>A required step for all involved so it's an appropriate outcome for all parties</i>
	<i>I don't have any strong opinion on this topic.</i>
	<i>I have not formed an opinion.</i>
	<i>I have no direct involvement of the proposed facility. However, the facility will provide the players and supporters of Rostrevor Old Collegian Football Club inc. with modern and adequate facilities.</i>
Disagree	<i>I don't think a heritage listed park should have a licensed sports facility in a central location. I think the Parklands must be protected from development and that a new facility could be built where the existing one is now. I also do not think the park should be used as an 'event' sight - this is a residential area, many of the residents are elderly and notification does not mean respecting the residents and their property. I have also never seen any attempts to control parking - on the street or on the grass in the park itself.</i>
	<i>The proposed CLMP is just a rubber stamp of past history to save Council making any sort of thoughtful discussion. This PAC oval should go elsewhere where it can breathe in a larger park area. And us local inhabitants could breathe too with a few more trees and a walking area. Give us a soccer or hockey pitch to share with. Our whole park area around here is one continuous set of ovals.....all grass and not good environmentally for humans in hot houses and wildlife.</i>
	<i>As above. This is public land. It should be available to the public.</i>
	<i>The whole space becomes a busy hub, and a focus for evening and night time activity and occupancy. How does the justification align with the refusal of the Adelaide Football Clubs application? We do not support that either but how is it different; added to that AOSMA wish to utilise areas outside of the OVAL itself. How does that vary to this placation of residents whom are forgotten third party in this saga?</i>
	<i>I think I've commented enough.</i>
	<i>More parklands trail investment would be better alone - there is no need for this new building.</i>
Strongly disagree	<i>Various aspects of this proposal are not supported by the CLMP, but the Park Lands Authority is conveniently ignoring this.</i>
	<i>The CLMP does not outline why the public cannot use the land during designated sporting events, not why this group needs the land.</i>
	<i>Too increase the footprint is wrong</i>
	<i>I think it is already clear from me that this expansion for an elite few should proceed under no circumstances.</i>
	<i>Refer prior answers; similar issues with this development.</i>
	<i>I've already stated</i>

4.10 Further feedback on any part of the consultation

Additional Comments

Some questions were difficult to answer with a clear yes or no. I support the improvement of facilities for school and organised sport and trust that the new facilities will be maintained better than those currently there.

I believe that PAOC have received very generous consideration from Council, over a years-long process, during which PAOC's wish for better quality changerooms (which nobody contests the need for) has morphed to a clubroom and licensed premises in a more intrusive location. This will have considerable impact on local residents, will make the wonderful children's playground a less safe space, and will change the character of this beautiful, open, natural park. I have noted previously that it is unique in the parklands, in that here built form and activities can impinge so directly on the residential amenity of heritage-listed houses.

no. Would be beneficial to improve the sustainability within the project.

With regard to dogs being allowed on Park 9. I think the council should consider have more 'dog poo' bags available at more points around the oval. I have on many occasions seen the results of owners not picking up after their dogs, and this is not great for the kids playing sport on the oval. I would think most dog owners would have their own poo bags, but at least if they were visible around the oval, they may be more likely to use if they have forgotten their own.

'Disability pathway access.

Cannot really see any downsides.

The current changeroom and toilet facilities are substandard to all users. This project offers Elected Members a unique opportunity to upgrade the facilities at no cost to council.

The new, up to date facilities will be beneficial and enjoyed by all visitors to the parklands.

'The project has taken a long time to get to this point. There have been several objections especially from certain councillors who have tried to drum up objections from the residents of MacKinnon Parade. We have had letters in our letterboxes at election time - from a local resident - to vote for a certain councillor - as late as last week we had another letter from the said councillor with veiled attempts to encourage us to object to the project.

No, PAC is not "wanting to drop into our Park" an unexpected structure - we have known about it for years.

"The pitched roof will be highly visible" - no more so than the present structure which is quite unsightly.

No, there will be no "pub in the park". A pub is open to the public, it sells alcohol for off premise purposes. This license is for in-house drinking only during specified hours. No, the "Council (does not) have a record of choosing to ignore public opinion". Some of us like to think for ourselves and I appreciate that the Council listens to us too.

This is the 2nd 4 week consultation period undertaken for the design aspect of this project over a 6 year period. The re-design responds to previous concerns raised in the earlier consultation period.

Hopefully responses to consultation on the lease terms recognise the limitations on permitted use including limited social activities and hours of use.

Residents concerns have been addressed and there appears to be a minority of residents influencing others through mis-information and unfounded concerns over use and location of the facility.

The replacement of aging, non-compliant and embarrassing infrastructure in the park lands, fully funded by users, should be embraced by the CoA and residents.

To do otherwise represents a disservice to all Adelaide residents and visitors to the park lands.

'The oval/grounds has seen a lot of improvement over the years because of PAC's upkeep.

- Ability to accommodate female sports, given PAC is gender spec*
- Consideration of resident parking along MacKinnon Parade*
- I really like the proposed & minimal, contemporary appearance/aesthetic*
- Good to see advances in the beautiful NA parklands for all to enjoy.*

The parklands should be enjoyed by everyone and it is positive that this will encourage more use of Park 9.

I hope this new facility will encourage use and enjoyment of park 9

I support all aspects of the community hub - with the exception of the expanded clubrooms and an events space. People use the play area and picnic areas daily and it is wonderful. I think it would be a terrible mistake to turn in into a boy's club. That, and I think we need to keep as much green space in this city as possible.

Sadly, I think this consultation is pretty scrappy and there appears little intellectual depth to the discussion. To me and others the Council is merely intent on adding cheap land to the PAC real estate portfolio. How about some gutsy and relevant input from the "planning" division!

I hope the footprint and location are downsized and moved.

Please, please, do not build on the parklands. Please consider investing in clubrooms that sit off the parklands but near to them.

We hope to never be victims of serious or injurious crimes or hazardous activities in + surrounding the area. Whatever is done to promote good health + betterment of the sports field, playground + neighbourhood is welcomed. Let's not let human criminals, swindlers, bugger Bunday's Reserve.

The playground has certainly been a very good investment by the City of Adelaide and meets the community expectations of a residential area and community space, which works well during the daylight hours.

Having some community access to the existing "tractor store" with a hoist for a small "Men's Shed" to include a small community workshop would have some merit. With may smaller residential allotments and confined spaces, a small workshop and meeting space for local community would be an interesting concept to consider, using an existing Council asset. Thank you for the opportunity to provide some feedback.

Many thanks for the opportunity to contribute.

Thank you for the opportunity to enable me to voice my concerns.

On the whole it seems the Council have been strong, please stay that way. You asked them to go back and discuss size now ask them to go back and discuss design. I fear it has been submitted by a friend of a friend and not well thought out. Point out to the 'old boys' that they will have to walk further from their cars, maybe then they will be happy to slink back to the tree line. When I looked at the footprint, I decided it was to far to walk cross legged to the facilities!

As a female I am worried for my safety coming home on dark winter nights. I have been harassed before by exuberant (indecipherable) elephants.

I do hope for the resident's sake that this does not proceed.

<i>The Adelaide City Council should examine further funding possibilities rather than relying on private school money to provide part community usage coupled with private school usage. If this goes ahead there must be monitoring of which groups - how many? how long? - (are sub-lessees?) e.g. utilise the oval and building.</i>
<i>Signage for toilets.</i>
<i>Looking at page 3 of the Concept Design, the size seems fair.</i>
<i>The parklands are for the community not the minority</i>
<i>No. The open day was very well organised.</i>
<i>No but can i say the open day was extremely well organised.</i>
<i>Get on with it. The current facility is a disgrace.</i>
<i>This upgrade will benefit all in the community and will be of no impact on residents. The sporting clubs will not use the facilities any differently than is currently the case. There will be modern and clean amenities available for all.</i>
<i>Thank you for consulting. Propose pro-active consultation with groups so (<u>underline</u>) all (<u>end underline</u>) members of community have access to having a say.</i>
<i>Can't wait for this facility investment. Great use of funds.</i>
<i>The toilets should include baby changing facilities and be as family friendly as possible.</i>
<i>Impressive already - any improvements to an already attractive area will be good.</i>
<i>Great that Council here on a weekend to engage the community.</i>
<i>PAC do good job maintaining ovals - Glenunga team utilising.</i>
<i>We need appropriate facilities to encourage people to participate in community sport. The existing facilities are aged and not fit for purpose, whereas this proposal will provide great amenity. It is appropriate that PAC get a lease of this duration given their substantial capital investment.</i>
<i>This is a very necessary upgrade</i>
<i>This proposal has been thoroughly consulted on for many many years and in this time the current buildings have continued to deteriorate and remain by far the worst change room and toilet facilities in the park lands and Adelaide Football League. The proponents have consulted and redesigned the building to a point where they have addressed all the significant concerns of the few residents opposing the plans. The PAC community is fully funding this project, including the public toilets, so it is a great outcome for the whole community.</i>
<i>I have had a talk to many of my 600 members who are excited at the prospect of a chance to extend our undercover facilities when we are in need of shelter. I used to train on Park 9 40 years ago with the same antiquated facilities! I am happy to collect signatures from interested people if you think it is necessary?!</i>
<i>Good supporting documentation and concept drawings</i>
<i>Generally, an improvement on the Park Lands - have no objection to this as it is a positive move.</i>
<i>Nearby residents will be pleased that there is a change in the park - can visit and view sports being played in the oval.</i>
<i>Great idea for the community.</i>
<i>This is a no brainer and I truly hope the voice of a few who would complain if they won x-lotto are not heard over a silent majority.</i>
<i>This will be a much-needed upgrade to Park 9. Everyone benefits, the Council, the neighbours, the public, the dogs and PACOSA.</i>

Let people enjoy the parklands.

The question at #16 is ambiguous and will probably deliver a misleading response. Very few respondents would be aware of the content and legal purpose of the CLMP. The question prompts an 'agree' response because the CLMP is clear (to those who have read it). The real question should have been "How do you feel about the inconsistency between what the proponent is seeking, and the content of the CLMP with regard to Park 9.

No expansion into our Park Lands for the gratification of an already elite few. This sets a shocking and elitist precedent.

4.11 E-mail and letter submissions

-----Original Message-----

From: GG Scott <cwmouse@adam.com.au>
 Sent: Thursday, 18 March 2021 1:18 PM
 To: YourSay <Y.Adelaide@cityofadelaide.com.au>
 Subject: Bunday's Paddock (9)

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good afternoon,

Regarding the proposed changes to Bunday's Paddock/Tidlangga (Park 9) Community Sports Building, Lease Agreement and Community Land Management Plan

There must be no increase in the land usurped for buildings on our Parklands.

I am all for upgrading toilet and storage facilities as required, but the building footprints must stay the same.

The building shown in the Plan looks to be twice the size of the current building.

Beauty being in the eye of the beholder, my eye says that there would be less glare if the under eaves were painted in a darker colour, better to blend in with the surrounding greens rather than the tree trunks.

I live in a nearby suburb and frequently cross this park on my way to North Adelaide.

Sincerely
 Glenys Scott.

-----Original Message-----

From: Penelope Hackett-Jones <penelope4444@yahoo.com>
 Sent: Friday, 26 March 2021 6:27 PM
 To: YourSay <Y.Adelaide@cityofadelaide.com.au>
 Subject: Bunday's Paddock/Tidlangga

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thank you for inviting public comment. I think your new design is splendid, much better than the horribly elevated club room built on the University Oval. Please keep it very low-key, as it appears to be, and not dominating a beautiful landscape (as for example the Adelaide Oval grandstands do).

Penelope Hackett-Jones
 Gilberton

(not a North Adelaide resident, but I walk there regularly).
 Sent from my iPad

-----Original Message-----

From: Owen <owen.mace@internode.on.net>
 Sent: Friday, 2 April 2021 1:55 PM
 To: YourSay <Y.Adelaide@cityofadelaide.com.au>
 Subject: Park 9 Submission

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

I have only this to say about the proposed further alienation of the parklands and the PAOC proposal on Park 9/Bundey's Rd Playground:

1. Col. Light's vision was for parklands to surround the city. I don't believe that his vision included golf courses, hotels, coliseums, private "community" centres (aka locally as pubs-in-the-park), playgrounds, club rooms, etc.
2. It is worthwhile contemplating the alienation of public parks that has happened in my lifetime in Melbourne. When I was young, a park north of the Yarra stretched nearly from the Swanston St bridge to Punt Road, with the exception of the Beaurepair baths (where I learned to swim) and some WW2 Army buildings. It is now almost all coliseums. Is that the long term aim for the Adelaide parklands, that all the land from Jeffcott St to Hackney Rd should be alienated?
3. I understand the Lord Mayor's view is that public land should be for public use. If this is so, then how is are these facilities for "public use" if the public cannot access except at certain times and, in some cases, only with a payment?
4. Turning to the PAOC proposal. It should, of course, be located over the site of the existing change rooms. I have been told that the road to the proposed "club room" is to have swales either side to prevent vehicles driving onto the playground. How will the barbecue trailer enter the playground? Or vehicles delivering heavy materiel for games, now delivered directly onto the playground? Perhaps the answer is over the footpath from Mackinnon Pde?

While on the subject of vehicles on the park/playgrounds without permits, consider the Saturday morning tennis players on Park 10.

Owen
 North Adelaide

From: alastairhunter@bigpond.com <alastairhunter@bigpond.com>
 Sent: Monday, 22 March 2021 11:12 AM
 To: YourSay <Y.Adelaide@cityofadelaide.com.au>
 Subject: Park 9 Development

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear City of Adelaide,

I refer to *Your Say Adelaide Park 9 Document*.

Background

Adelaide benefits from the foresight of our founders to be ringed by open space – The Adelaide Parklands – the envy of the world. We are fortunate to have citizens who wish to protect this community open space.

The lack of any alternative vision from our leaders other than "Big Adelaide" is placing pressure on this community open space. There are forces trying to make a "land grab" for this asset.

Plans, proposals and suggestions have included, most egregiously, the Adelaide Football Club, "The Crows", thinking that building its offices and club facilities on the Parklands was a great idea. Another example was a private school presenting plans which included "classrooms" with moveable walls to potentially create a large open space with a great view of the part of the parklands which it, quite reasonably, has been able to use for its sporting activities.

Many of these proposals have taken up considerable time of the bureaucracy of the ACC (at a cost to ratepayers) in "exploring" these ideas instead of the ACC simply saying NO.

Park 9

As I read it, the combined area of the buildings proposed to be demolished is 315m2.
 The original PAC proposal was 405m2.
 In 2017 approval was given for 375m2.
 PAC now seeks 370m2.

These figures do not include hardstand areas, plant/bin stores, nor the roadway which is now required for access to the new building in its new position.

I note that within the current space there is 50m² of Community space, 25m² designated Meeting, and Kitchen 14m². The meeting and community spaces are separated, it appears, by a concertina door, so in reality the community space is 75m² which, with kitchen, makes 89m² or nearly 25% of the total area.

Further, I note that permitted use is "changerooms and associated spectator facilities supporting *school PE lessons ...*". This indicates that the school, or another school perhaps, intends to use this site as part of its normal educational programme with students being transported to Park 9 during the school day for lessons for which parents have paid i.e. as an extension of the school campus. Now, that sounds like something previously promoted by another private school.

The school is making an estimated \$2.3M investment on public land for a guaranteed lease period of 21 years, so no doubt quite reasonably expects a return on its investment.

The public trade-off is that the community gains public toilet facilities, which should be the ACC's responsibility, paid for by PAC.

The new position of the facility emphasises a key purpose is to enhance the view of the oval from the building for spectators.

I note that the Away facilities total an area of 82m² and Home facilities 86m². The disparity is reduced considerably compared with the original proposed plans. In order that the Home team does not obtain an unfair advantage I suggest, in the interests of equity and inclusion, the wall between the two areas be moved the necessary distance to achieve this.

Conclusion

Use of our parklands by the community is to be encouraged.

Building on the parklands should be kept to the minimum necessary to support that legitimate use e.g. changerooms, toilets, maintenance equipment.

Building on the parklands for private profit or with private branding should be prohibited.

The ACC should not trade-off its release of public land to provide public facilities which it should provide, and which ratepayers expect it to provide.

Regardless of any promises made quite genuinely about rules of use, times, noise, crowds, notifications etc, the simple fact is that these promises usually fall into disuse over time, and at lease renewal in 21 years, further concessions are likely to be sought once the neighbours have been "socialized" into acceptance.

Yours sincerely,
Alastair Hunter
64 Kingston Terrace
North Adelaide SA 5006

Alastair C S Hunter OAM

It is a righteous mission to defend our history, our democracy, our freedoms, our prosperity, our way of life, and not be silenced by intimidation, labelling, trivializing, withholding, feigned outrage and offense, and cancelling. Ronald W Bunbury



**COMMUNITY
FOOTBALL**

6 April 2021

Mr Ray Scheuboeck
Team Leader, Community Lifestyle
City of Adelaide

r.scheuboeck@cityofadelaide.com.au

Dear Mr. Scheuboeck

Re: Bunday's Paddock/Tidlangga (Park 9)

Thank you for the opportunity to provide feedback for the proposed Community Sports building to be located at Bunday's Paddock/Tidlangga (Park 9).

I am aware that the Adelaide City Council (ACC) has been working with Prince Alfred Old Collegians Football Club and other Park 9 sporting communities for some time and we congratulate you on delivering the project to where it is today.

I am pleased to see that the ACC has revised previous floor plans to a footprint area that now, on the most part, meets the AFL Preferred Facilities Guidelines. The Guidelines are a tool to assist councils and clubs to develop facilities that maximise return on investment through increased participation levels, club sustainability and community wellbeing. We trust that facilities designed in accordance with these guidelines will facilitate the continued growth and inclusion of participants through ongoing functionality and usability.

I understand through discussions with Prince Alfred Old Collegians Football Club that the community building will be utilised by a range of sporting groups, school groups, junior teams, female and male teams. We commend the Prince Alfred Old Collegians Football Club for persisting with this project to improve the experience for their current members and to attract and retain new members to their club. Their commitment to 100% fund this build is extraordinary and will be of great value to many users of the park area, not just those involved in organised sport.

The proposed Community Sports building concept is directly aligned with the strategic direction of the SANFL Facilities Strategy (2017-2022) which prioritises the construction of family friendly facilities to accommodate the diverse needs of players, umpires, volunteers and members and ensures facilities reflect the contemporary values of our communities.

South Australian
National Football League Inc.
ABN 59 518 757 737

Office
Level 2, Riverbank Stand,
Adelaide Oval, War Memorial Drive,
North Adelaide SA 5006

Postal Address
PO Box 606 Tynte Street,
North Adelaide SA 5006
T 08 8424 2200
W sanfl.com.au

MAJOR PARTNER



In light of this, I provide the following feedback on the community sports building concept illustrated on the Adelaide City Council Your Say website from 5 March – 6 April 2021.

Player changerooms

AFL Preferred Min. Size	Park 9 building proposal
2 x 45m	1x 48m 1x 45m

Both the home and away change rooms meet the minimum guidelines.

Player amenities (showers and toilets)

AFL Preferred Min. Size	Park 9 building proposal
2 x 25m	2 x 25m

Both amenity areas meet the minimum guidelines. The design also meets the preferred option of having three closed cubicle showers and three closed pan toilets per amenity.

Massage/strapping room

AFL Preferred Min. Size	Park 9 building proposal
2 x 10m	1 x 12m 1x 13m

Both massage/strapping rooms meet the minimum guidelines. Whilst this is an optional element of the guidelines, it is an important aspect to player care and should be included where possible.

Umpires room (including toilet and showers)

AFL Preferred Min. Size	Park 9 building proposal
20m	1 x 12m 1 x 12m With option to use as one room or two

The flexible design of the umpire's room is highly functional and will enable both male and female umpires to use the space as they feel comfortable. The large design of the shower area to include a change area also facilitates privacy and functionality.

Social/Community room

AFL Preferred Min. Size	Park 9 building proposal
100m	50m 75m inclusive of community space and partitioned meeting area.

The proposed community space is below the preferred minimum guidelines. We are concerned that this space will not support the club's current needs nor its continued growth in participation. However, it is understood that the Prince Alfred Old Collegians Football Club and other users of the building see the space as fit for purpose and will meet their minimum match day needs.

Office/Administration/Meeting room

AFL Preferred Min. Size	Park 9 building proposal
15m	25m partitioned area of the community space

The partitioned space proposed for the meeting room exceeds the minimum guidelines.

Kitchen and Kiosk

AFL Preferred Min. Size	Park 9 building proposal
20m	14m

The proposed kitchen area is below the minimum guidelines. However, I understand under the agreed times of use, the kitchen will largely function as a canteen/kiosk area and not be used in the preparation or serving of meals. As such, this area should suffice.

Cleaners Room

AFL Preferred Min. Size	Park 9 building proposal
5m	3m

The proposed cleaner's room is below the minimum guidelines. However, I understand the Prince Alfred Old Collegians Football Club have agreed that this will suffice.

Storage (internal and external)

AFL Preferred Min. Size	Park 9 building proposal
20m	13m - General internal 17m - Match day external

The proposed storage space (internal and external) is above the minimum guidelines and will be of great use to the club and users.

In summary, the revised plans reflect a build that is fit for purpose and meets the contemporary needs of players, umpires and volunteers.

Again, we thank you for the opportunity to provide comment on this proposal. The Adelaide parklands are an important host to our clubs and to have the opportunity to improve the facilities in these locations will be of great benefit to the sporting community and the surrounding residential and visiting community.

If you have any queries in relation to this letter, please contact me on 0438 408 305.

Yours sincerely,

DocuSigned by:
Belinda Marsh
D7CF5706DA8348F...

Belinda Marsh
Infrastructure and Community Development Manager

Item 7.3 - Attachment A





THE NORTH ADELAIDE SOCIETY Inc.
POST OFFICE BOX 60, NORTH ADELAIDE, SOUTH AUSTRALIA 5006

[email is the preferred mode of correspondence.
brooks1north@gmail.com]

6 April 2021

The Chief Executive Officer
The Corporation of the City of Adelaide
Pirie Street
ADELAIDE SA 5000

Attn: Ray Scheuboeck
Team Leader, Community Lifestyle
City of Adelaide
By email only: r.scheuboeck@cityofadelaide.com.au
yoursay@cityofadelaide.com.au

Dear *Mr Scheuboeck*

SUBMISSION

Park Lands – Park 9 – Tidlangga, Bunday's Road – Private Sports Building – CLMP

Please accept this letter as the submission of The North Adelaide Society Inc. (TNAS) concerning three proposals relating to the use and management of Park 9, being community land within the Adelaide Park Lands.

TNAS notes the three inter-related proposals concern:

1. A proposed lease between the City of Adelaide (CoA) and a private not-for-profit school, Prince Alfred College (PAC) (as Lessee), located at 23 Dequetteville Terrace, Kent Town;
 2. A new permanent sports building on public land to be constructed and managed by the Lessee at its cost; and
 3. Variations to the Community Land Management Plan (CLMP).
1. Proposed lease
- a) The Lessee is located some 2kms away nearby Park 15, which has several ovals that are located further from competing land uses (residential and business).
 - b) The lease provides to the Lessee an "absolute discretion" to vary, remove or modify the specified concept plans.
- There were no attachments to the draft lease that was provided for public comment.
- This submission is based on the material the subject of consultation. Any substantive change to the concept plans would nullify the consultation process.

- c) First Schedule Item 5 permits “beverage facilities” for up to two hours “following a sporting event and concluding no later than the times stated in ITEM 7”.
- A “sporting event” is not defined. Various sports are referred to in ITEM 7.
 - Reading ITEMS 5 & 7 together indicates that “beverage facilities” may be consumed until 10:30pm Monday – Friday throughout the year; until 10pm on Saturdays and 9pm on Sundays for 6mths of the year.
 - The lease does not confine the Lessee to making only temporary applications vis a vis serving of alcoholic beverages.
 - The lease does not proscribe the Lessee from making an application for a permanent licence for alcoholic beverages consistent with the times indicated in the First Schedule.
 - In effect, the Council is enabling the creation of “licensed premises” adjacent to a residential zone and in competition with ratepayers conducting licensed businesses within the nearby commercial zone in Melbourne street.
 - The Council is both detracting from the residential nature of the precinct and undermining nearby licensed businesses.
 - It is no answer to suggest that the lease requires the prior consent of the CoA as the CoA is not generally known for declining consent in other than *extremis*.
 - It is not an adequate answer to indicate in the consultation material that *“The primary user of the leased facilities in Park 9, being Prince Alfred Old Collegians Association, currently holds a liquor licence for Saturdays between the hours of 12noon and 6.00pm. We believe the existing liquor licence arrangements are appropriate and do not need to be altered.”* Residents and local businesses are entitled to expect the CoA to specify adequately express arrangements in the applicable legal documentation and in the CLMP-Park 9.

2. New permanent sports building on public land

- a) The building will replace two less than satisfactory structures, which is a positive, provided they are in fact removed, which is not expressly clear from the proposed arrangements.
- b) The building area will be 110% greater than as approved in 2017 for a concept plan. It will however include public toilets that will be managed by the CoA, which is a positive.
- c) The arrangements ought to include an express undertaking to not further expand the revised footprint or enclose outdoor space under the roof during the lease period.
- d) While the consultation material refers to a “new community sports building”, this is at worst misleading and at best ‘puffery’. PAC’s own management plan quite properly acknowledges that although the new facility is being *“redeveloped for the purpose of upgrading the facilities for Prince Alfred College (PAC) and general community use”*, in fact 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 per the lease agreement.

- e) It is noteworthy that “community use” is not defined. TNAS notes that many areas of the Park Lands are used by students of public and not-for-profit private schools and by community based sporting groups in a manner that largely respects the land, environment and the public purpose of the Park Lands.
- f) It appears that the facility can be booked for private events that would otherwise be booked in commercially available premises within commercial precincts. The CoA should not permit this facility to become a facility that competes with businesses within commercial zones and precincts.
- g) Late night noise (noise pollution) and vehicle movement impacts on what is otherwise a peaceful residential area. This needs to be monitored and be the subject of *bona fide* engagement with nearby residences, together with structural noise attenuation.
- h) A new permanent building on public land should be of the highest design and built form that has regard to the parkland and adjacent environs in which it is situated. Much of the design components appear conducive (Concept drawings issued 29/06/20). However, the vertical aspect/fascia(?) of the roof – which appears as a stark white roof horizon in Drawing PL-07 – seems somewhat incongruous with the otherwise natural tones and low visual impact of the building materials.

3. Variation of the Community Land Management Plan

- a) TNAS supports Park Lands remaining in public ownership and control; being public and for community use; being available to the community; and not being available for commercialization or for private corporate or commercial interests.
- b) To the extent that the revised CLMP for Park 9 contemplates the new permanent sports building, it should:
 - i) Require the removal of structures the building is replacing;
 - ii) Preclude any further expansion during the 21 year lease; and
 - iii) Expressly preclude this Park area becoming ‘licensed’ for sale of alcoholic beverages; and preclude use of the sports building as ‘licensed premises’ for other than exceptional events or on a temporary basis. Residents and local businesses are entitled to expect the CLMP to expressly state the policy approach in the applicable legal documentation concerning Park 9.

Thank you for the opportunity to comment.

Your sincerely,

The North Adelaide Society Inc.

[electronic signature]

Contact: Elbert Brooks, Chairperson
Geoff Goode, Deputy Chairperson

End of document

PRINCE ALFRED COLLEGE PARK 9 / TIDLANGGA SPORTS HUB

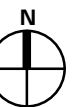
BUNDEYS ROAD - NORTH ADELAIDE



PARK 9 / TIDLANGGA /
BUNDEYS Paddock



LOCATION PLAN





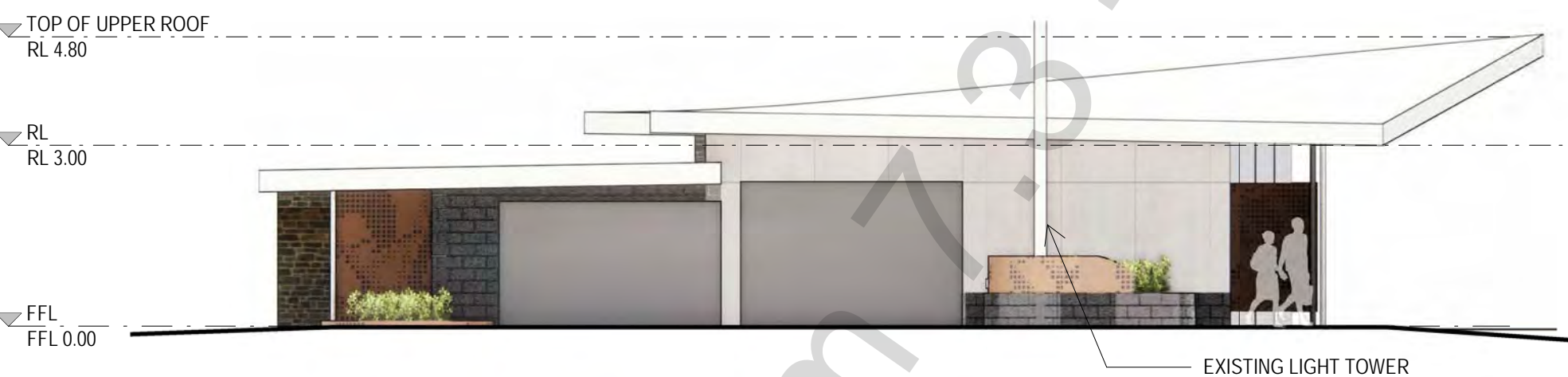
EXISTING BUILDING FOOTPRINT	
EXISTING GROUNDS SHED	120 m ²
EXISTING CLUBROOM	195 m ²



Item 1.9 - Attachment B

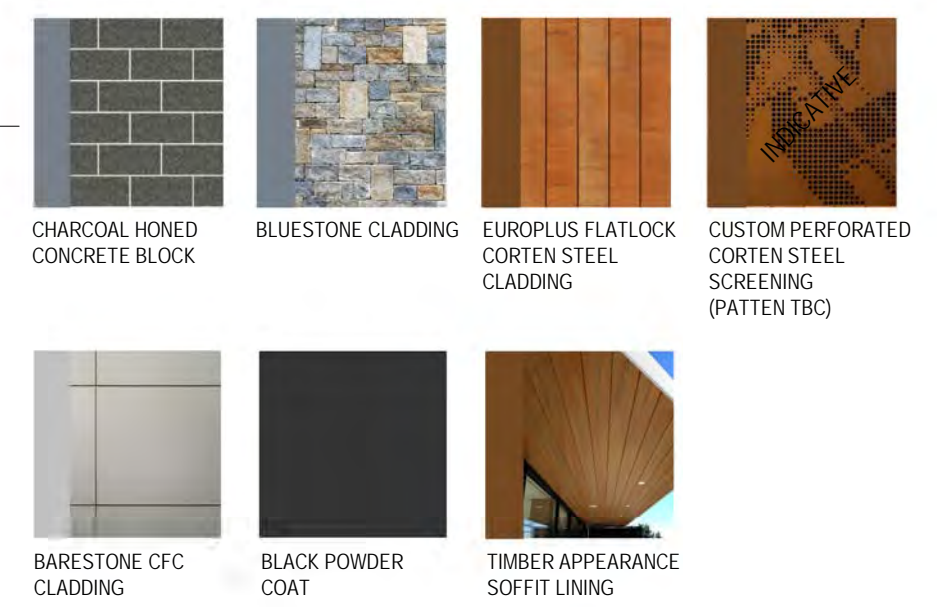


NORTHERN ELEVATION

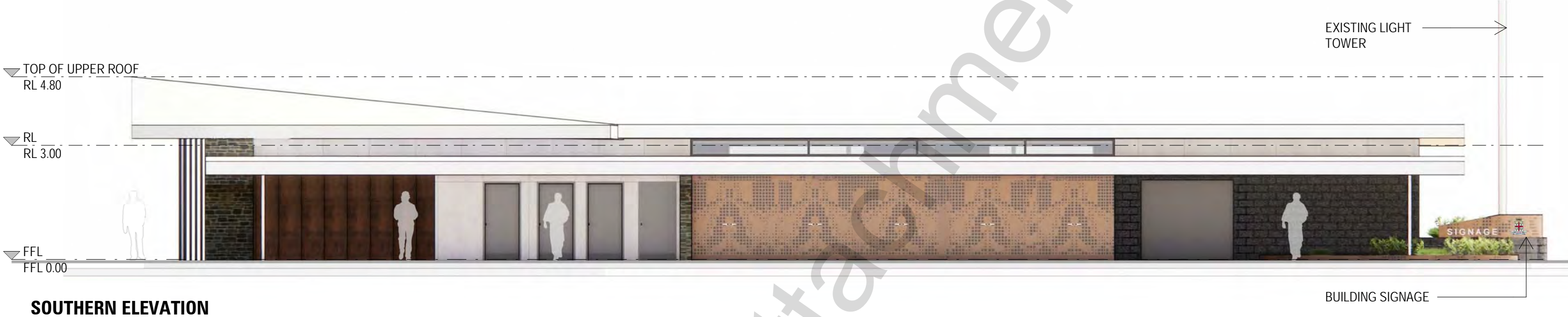


EASTERN ELEVATION

EXTERNAL MATERIALS



Item 3 - Attachment B










SOUTHERN ELEVATION

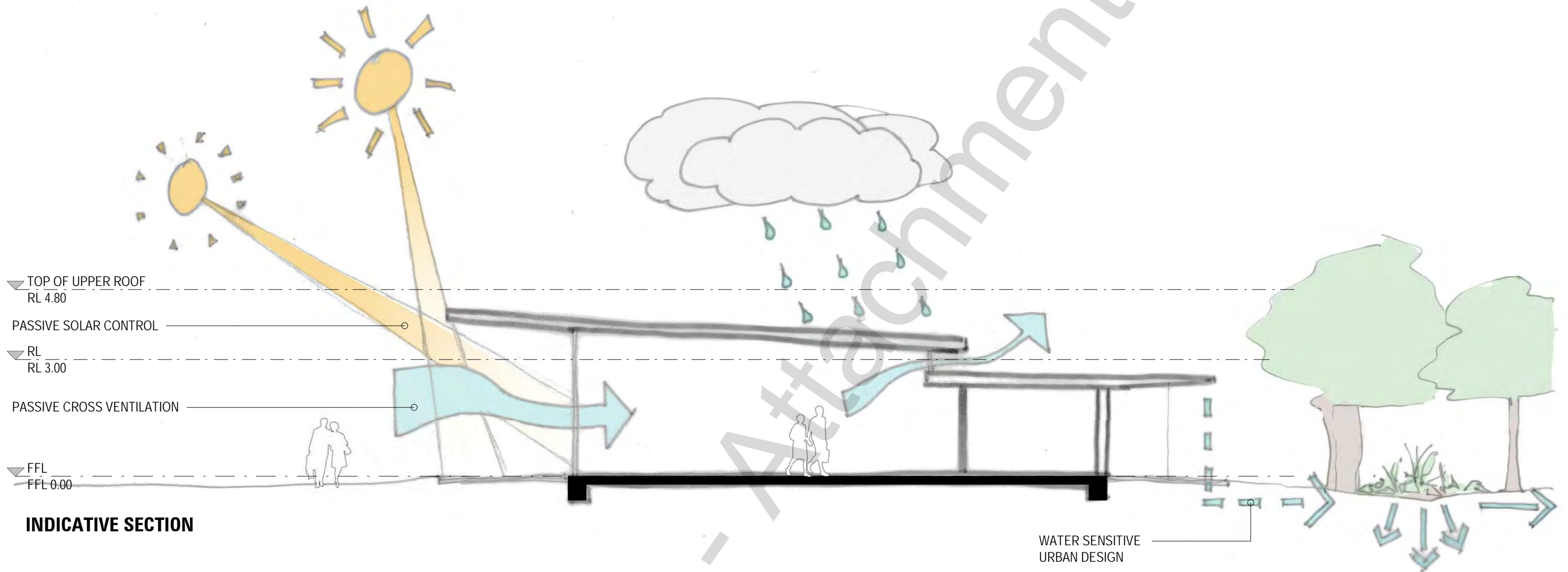


WESTERN ELEVATION

EXTERNAL MATERIALS

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





INDICATIVE SECTION



PASSIVE SOLAR CONTROL

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



PASSIVE THERMAL CONTROL AND VENTILATION

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



INTEGRATED LANDSCAPING

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



WATER SENSITIVE URBAN DESIGN

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



ALTERNATE TRANSPORT FACILITIES

- Public bike parking
- Accessible pathways
- Wayfinding

ENVIRONMENTAL SUSTAINABILITY PRINCIPLES

All icons sourced from www.flaticon.com













Demolition Plan



Vision + Principles



Environmentally Friendly

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



Accessible & Inclusive

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



Landscape Integration

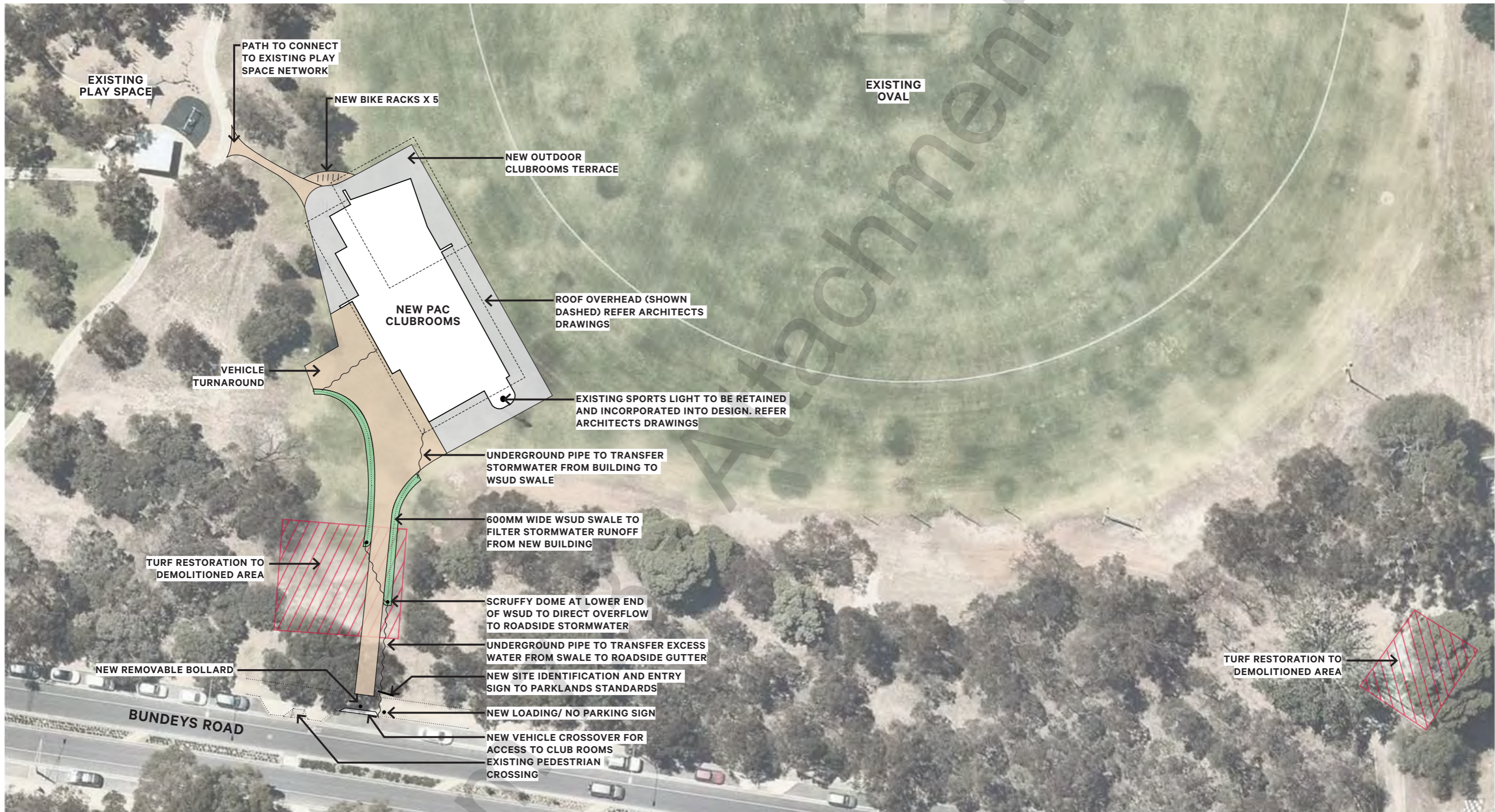
- Use robust, smart paving materials that define outdoor areas and enhance connection to the indoor treatments and finishes.
- Site character that correlates with the recently upgraded Tidlangga Playspace as one.



Identity + Culture

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

Landscape Plan



Planting + Elements



1. Lightly Washed Insitu Concrete 'Barossa Mooncape'
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 2021

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.

Building Footprint as defined by the Adelaide Park Lands Building Design Guidelines.

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.

Initial Term means the initial term of this Lease commencing on the Commencement Date described in Item 2(a).

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).

Landscape Treatments refers to those landscape treatments, feature and elements surrounding the Proposed Redevelopment and other areas with Park 9 that require installation, upgrade, or renewal as a result of the Proposed Redevelopment.

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).

Renewal Term the terms of renewal or extension granted under this Lease described in Item 2(b).

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 **Initial Term, the Renewal Term** 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

2.1 Initial grant

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

2.2 First Right of Renewal

If a right of renewal has been granted to the Lessee as described in Item 2(b) and the Lessee wishes to exercise that right of renewal, then the Lessee must serve a written notice on the Lessor not less than three (3) months and not more than twelve (12) months prior to the expiry of the Initial Term stating its desire to renew this Lease for the period of the renewal specified in Item 2(b) ("**First Renewal Term**"). If such notice is given then the Lessor will be obliged at the Lessee's cost to renew this Lease for the First Renewal Term on the same terms and conditions as are contained in this Lease except for the exclusion of this clause 2.2 commencing immediately after the Initial Term expires.

2.3 No Renewal Entitlement

The Lessee will not be entitled to a right of renewal pursuant to clause 2.2 if:

- 2.3.1 the Lessee has been served with a notice of a breach of this Lease at the time of giving notice of the Lessee's desire to exercise the right of renewal ("**Renewal Notice**"); or
- 2.3.2 the Lessee is in breach or commits any breach under this Lease after giving that **Renewal Notice**;

and either the breach is not remedied before the commencement of the First Renewal Term or there is not a cure plan agreed with Council (acting reasonably) detailing the Lessee's action to remedy the breach as soon as practicable after the commencement of the First Renewal Term.

2.4 Performance review

The Council and the Lessee agree that not less than six (6) months before the end of the Initial Term, to meet and review in good faith the operations of the Lease and the Lessee's use of the Leased Area provided that nothing in this clause 2.4 requires the parties to agree to or make any variation to the terms of 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 18 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 a 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;

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. If it is a Material Variation, then the Council may withhold consent in its absolute discretion;

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 an increase of the Building Footprint greater than 410sqm in the area of Park Lands to be occupied by the Proposed Redevelopment; or

8.3.4.3 a material alteration to any works Council would need to undertake to nearby Park Lands planned or scheduled to accommodate the Proposed Redevelopment.

8.4 Pests

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

8.5 Cleaning

The Lessee must:

8.5.1 keep the Leased Area and the surrounding areas clean and tidy and free from dirt, rubbish and graffiti; and

8.5.2 not cause any part of the surrounding Park Lands to be left untidy or in an unclean state or condition.

9. ENVIRONMENT

9.1 Environmental obligations

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

9.2 Indemnity

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

9.3 Termination

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

10. ASSIGNING, SUBLETTING AND CHARGING

10.1 Assignment

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

10.2 Request for Assignment

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

10.3 No release

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

10.4 Subletting and hiring out

10.4.1 The Lessee must not sublet, hire out or otherwise part with possession of the Leased Area without the consent of Council.

10.4.2 The Lessee must provide Council with details of the proposed sub-lease, hire agreement or other dealing including a copy of the proposed agreement and details of the sub-lease or hire fees.

10.4.3 The Lessee is responsible for ensuring that any sub-lessee or hirer complies with this Lease and all of the terms of the approved sub-lease or hire agreement.

10.5 Charging

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

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

10.6 Costs

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

11. COUNCIL'S OBLIGATIONS AND RIGHTS

11.1 Quiet enjoyment

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

11.2 Right to enter

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

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

11.3 Emergencies

In an emergency the Council may:

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

11.4 Works and restrictions

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

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

11.5 Right to rectify

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

11.6 Park Lands Events

- 11.6.1 The Lessee acknowledges and agrees that (subject to its location in the Park Lands) the Leased Area may not be able to be accessed or available for use and occupation as a result of any public, major or special events to be held in the Park Lands.
- 11.6.2 Subject to clause 11.6.3, the Lessee may not make any Claim against the Council arising from or in connection with any public or special events or the Leased Area not being able to be accessed or available for the Lessee's use and occupation.
- 11.6.3 Where the event to be held in the Park Lands is proposed by Council (through Council's events strategy) (Council Event) and that such a Council Event will restrict or prevent the Lessee's occupation and use of the Leased Area, the Council must:
 - 11.6.3.1 occasion to the Lessee as little disturbance and damage as is practicable and provide six (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 17.1.4, 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 17.1.4), 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 ten (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 ten (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

18.1 Dispute

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

18.2 Notice of Dispute

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

18.3 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.

18.4 Mediator

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

18.4.2 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.

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

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

18.5 Confidentiality

Each party:

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

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

18.6 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.

18.7 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 10 (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 beach 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 anybody 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 Term	(a) Ten (10) years commencing 1 October 2021 (Commencement Date) and expiring at midnight 30 September 2031* *subject to completing the Proposed Redevelopment (b) Eleven (11) years commencing 2031 and expiring midnight 2042	
ITEM 3 Rent	\$6,765.00 per annum (exclusive of GST) (subject to review), paid annually. * *Adelaide Park Lands Leasing and Licensing Policy and Guidelines (410m ² x \$55p/m ² = \$22,550.00 x 70% discount = \$6,765.00 p/a (+GST)).	
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 development activities 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 two (2) hours immediately following a sporting event and concluding no later than the times stated in ITEM 7).	
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) Community Development activity Monday-Sunday 8am-6pm (all year round) 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 Area Permitted Use	Cricket, football, community development activities 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 two (2) hours immediately following a sporting event and concluding no later than the times stated in ITEM 7).
ITEM 10 Licence Fee	<p>\$4,046.40 (exclusive of GST), paid annually. *</p> <p>* [These are the current declared fees of the 2020/21 ending 31 August 2021 (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]</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 (6) month period from the Commencement Date provided that the Lessee remains liable to pay all other amounts under the Lease during this period.</p> <p>2. Match schedules</p> <p>2.1 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>2.2 The Lessee must ensure that residents living on MacKinnon Parade between Mann Terrace and Jerningham Street and the Council are provided with:</p> <p>2.2.1 An annual calendar of football matches scheduled in Park 9, 14 days prior to the scheduling of the first match of the season;</p> <p>2.2.2 Notification of an event or activity that is likely to attract greater than 250 people (including participants at any given time) in Park 9, 14 days prior to the event or activity.</p>

3. External Public Toilet

- 3.1 Without limiting clause 8.1 and 8.4 of this Lease, the Lessee acknowledges and agrees that the External Public Toilets will on practical completion (to Council's reasonable satisfaction) become public toilets (for the general public's access and use as determined by Council) and the Council will be responsible for all general maintenance, repair and cleaning (for so long as they remain public toilets).
- 3.2 The Lessee will report (if and as soon as it becomes aware) any damage of the External Public Toilets to the Council so that the damage may be assessed and Council may coordinate timely repair.
- 3.3 The Lessee acknowledges and agrees Council may install a remote security locking system to the External Public Toilets and that they will be locked overnight and opened each morning for general public access.

4. Liquor Licence

In accordance with Clause 6.6 of the Lease, Council, acting as Landlord, approves a liquor licence on Saturdays from 12noon to 6pm all year.

5. Landscape Treatments

The Lessee covenants and agrees to fund the installation of all Landscape Treatments that are required as part of the Proposed Redevelopment (including but not limited to bike racks, footpaths, lighting, plantings, etc)

6. 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).

7. 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).

8. Proposed Redevelopment

- 8.1 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.

8.2 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).

9. Enclosing outdoor areas / verandah.

It is a condition of approval that no outdoor area or verandah shall be enclosed as part of any future development in this Park.

10. Cricket sight screens / turf maintenance materials.

It is a condition of approval that both cricket sight screens (when outside of the cricket season) and turf maintenance materials (sandy loam etc) are always to be stored on the southern end of Park 9.

11. Insurance

11.1. 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:

11.1.1 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);

11.1.2. is with an insurer approved by Council (acting reasonably);

11.1.3. notes the interest of Council (as lessor); and

11.1.4. covers events during the policy's currency reported in accordance with the policy's conditions.

11.2. 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.

12. Facility Management Plan

12.1 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.

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

13. Community Use

13.1 The Lessee acknowledges and agrees that, without limiting clause 6.2 of this Lease, it is a condition of this Lease that the Lessee use reasonable endeavours to make the Improvements available during the Term for use by non-for-

profit community organisations and groups when not in use by the Lessee.

13.2 The Lessee further acknowledges and agrees:

13.2.1 Council will direct any enquiries from any non-for profit community organisation and groups to the Lessee to manage these requests;

13.2.2 the Lessee must provide a contact person for managing enquiries for use of the Improvements and maintain a register of the requests including details of available use (including names, dates and times); and

13.2.3 the Lessee must not charge any amounts or impose more onerous obligations on the use of the Improvements than set by Council or otherwise than Council would charge or impose on the use of Council's premises or facilities.

13.3 If requested by Council the Lessee must meet with Council (but not more frequently than once a year) to review the register of the requests and evaluate the details of available use.

13.4 If Council (acting reasonably) is of the view that the Lessee has not made the Improvements sufficiently available as required by this special condition, the Council may require the Lessee to submit a plan to increase the level of community access.

13.5 It will be breach of this Lease if the Lessee (after notice) fails to submit a plan or, after submitting the plan, fails to comply with the plan required to give effect to this condition,

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/LICENCE 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

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

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

BUNDEY'S PADDOCK TIDLANGGA

Park 9

Adelaide Park Lands
Community Land Management Plan

June 2021



DOCUMENT PROPERTIES

Record Details

HPRM Reference: ACC2021/76202

HPRM Container: 2015/00666

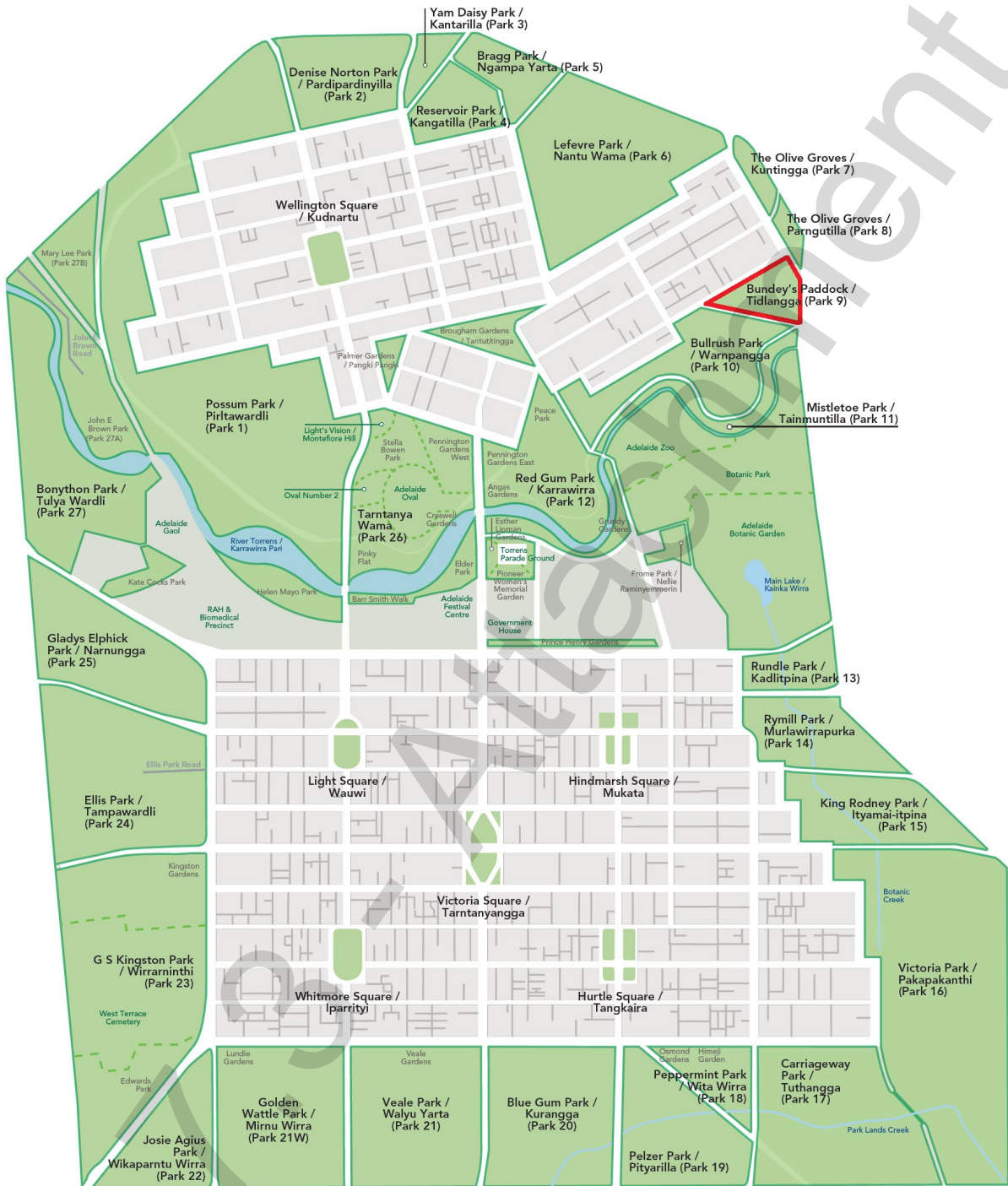
Item 7.3 - Attachment D

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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.

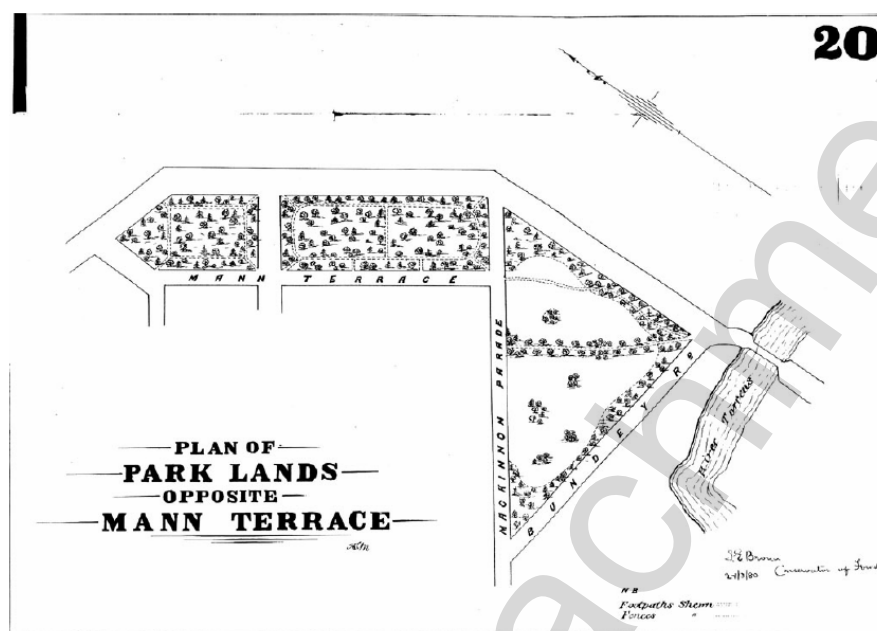
From the 1850s the Park was used for grazing and firewood collection before ground levelling works were undertaken 1914 to enable the development of sporting ovals and fields.



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

Support the establishment of a fit for purpose local community sport clubroom facility, subject to the removal of the existing changerooms and maintenance shed. The new facility should include accessible public amenities to support use of the entire park.

Verandahs and outdoor covered areas are always to remain accessible and not enclosed.

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 two (2) hours immediately following an on-field sporting event or activity in Park 9.

A liquor licence will be supported for Saturdays only between the hours of 12noon and 6.00pm.

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

Allow for 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

Support 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

Enable the conservation and where appropriate enhancement of 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.

Support the interpretation of Kaurna and non-Kaurna cultural heritage of the Park Lands through signage and other means.

Park Lands Trail

Enable connectivity between the Park Lands Trail and facilities within the park to support walking and cycling for recreation and active travel. **Allow for a pathway along the northern edge of the park.**

Allow for 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

Enable lighting of the sports field for community sport and lighting along the section of Park Lands Trail.

Car Parking

No car parking will be provided and no unauthorised vehicles will be 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. Allow spaces on street for the loading and unloading of supplies and equipment close to the sports facilities.

Sports Infrastructure

Sports infrastructure including equipment and materials will be stored on the southern side of the park when not in use/out of season.

Dog Management

Dogs and their owners are welcome in Park 9.

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

- Between 10am and 6pm during non-daylight savings time
- Between 10am and 8pm during daylight savings time
- At all times within the playground and within five metres of any play equipment
- At all times when organised sport is being played

Outside of these times dogs may be exercised off-leash provided the dog is under effective control. Dogs must be cleaned up after at all times.

Draft Community Land Management Plan

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
- 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.

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.

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.

Review of APLA Charter

ITEM 7.4 24/06/2021
Board Meeting

Author:
Mick Petrovski, Manager,
Governance 8203 7119

2020/02211
Public

Purpose

In response to the Adelaide Park Lands Authority (APLA) looking at the operation of the Board and how the Board wished to operate, the adherences to the *Local Government (Procedures at Meetings) Regulations 2013 (SA)* to support self-determination of procedures was removed from the Charter in late 2020 and in January 2021, a dedicated team within City of Adelaide (CoA) was created with a focus on Park Lands & Sustainability. This team is responsible for policy, strategic oversight and co-ordination of Park Lands matters across the CoA.

A further review of the APLA Charter commenced in February 2021 to identify and clarify the higher level support and ongoing administrative support for the Board.

All proposed changes were identified with Board Members at a strategic planning session on 13 May 2021 and the associated slides distributed to all after (Refer [Link 1](#)). The Lord Mayor (Presiding Member) and Kirsteen Mackay (Deputy Presiding Member) subsequently introduced the proposed changes with the Attorney General, the Hon. Vickie Chapman MP, Minister for Planning and Local Government at their meeting on Friday 4 June 2021.

This report summarises the proposed changes and seeks the support of the Board to amend the Charter.

Recommendation

THAT THE ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL AND THE STATE GOVERNMENT:

That the Adelaide Park Lands Authority:

1. Supports the amendments to the Adelaide Park Lands Authority (APLA) Charter as contained in Attachment A to Item 7.4 on the Agenda for the meeting of the Board of the Adelaide Park Lands Authority held on 24 June 2021.
 2. Notes that following approval by Council and then approval from the Minister, the revised APLA Charter will be gazetted.
-

Implications

Adelaide Park Lands Management Strategy 2015-2025	Adelaide Park Lands Management Strategy 2015-2025 Under the <i>Adelaide Park Lands Act 2005</i> the Adelaide Park Lands Authority is the body that guides and monitors the implementation of the Strategy. The Charter provides the operational framework to achieve this and supports the Authority in the objective in planning for the future of the Adelaide Park Lands.
APLA 2020-2025 Strategic Plan	Adelaide Park Lands Authority 2020-2025 Strategic Plan Strategic Plan Alignment - Advice Function as the peak advisory body for policy, development, heritage & management of the Park Lands. Particularly the following Key Actions: 4.1 Provide advice on plans, projects and policies for the Adelaide Park Lands. 4.4 Strengthen APLA's engagement with City of Adelaide, State Government and adjoining Councils.
Policy	Not as a result of this report
Consultation	In accordance with the APLA Strategic Plan and in advocating for the value of APLA, the Lord Mayor (APLA Presiding Member) and Kirsteen Mackay (APLA Deputy Presiding Member) have liaised with the Minister fulfilling the review consultation requirements. Once the Charter changes are approved by Council then approval from the Minister will be formally sought and the changes gazetted.
Resource	Elevating and broadening the administrative support provided to the APLA Board will ensure more resources available to optimise the strategic and policy focus of the Board.
Risk / Legal / Legislative	Not as a result of this report
Opportunities	An elevated focus on the business of APLA within the City of Adelaide administrative support provided will ensure enhanced focus on the key strategic functions of APLA as the critical Adelaide Park Lands advisory to both the City of Adelaide and State Government.
City of Adelaide Budget Allocation	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	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. Section 5(2) of the *Adelaide Park Lands Act 2005* (APL Act) establishes the Adelaide Park Lands Authority (APLA) as a subsidiary of the City of Adelaide (CoA) pursuant to Chapter 4 Part 1 Division 3 of the *Local Government Act 1999 (SA)* (LG Act) and the APLA Charter provides detail to support the implementation of the legislative provisions of the APL Act and LG Act.
2. Clause 8.4 of the APLA Charter talks to how the Charter can be reviewed and amended. Various alterations have been suggested to the Charter to support the ongoing effective implementation of the core functions, powers and duties of APLA.
3. The proposed changes were raised with APLA Board Members in February 2021 and subsequently explained in detail at the strategic planning session on 13 May 2021. The following provides a brief summary of the proposed changes contained in the draft Charter at **Attachment A**.

City of Adelaide support for APLA

4. Following feedback from APLA Board Members at various strategic planning sessions, consideration was given in the recent 'Reshaping our Organisation' process undertaken by the CoA, on how best to elevate support for APLA to ensure it can achieve its required strategic and policy focus as defined in section 9 of the APL Act.
5. Consequently, a CoA team was created with a focus on Park Lands strategy and policy. The Associate Director, Park Lands, Policy and Sustainability role for this team provides a natural synergy with the business of APLA and bringing together the CoA and State Government as the custodians of the Adelaide Park Lands.
6. This newly created role triggered a review of clauses 5 and 6 of the Charter to ensure it reflected this elevated profile and support while providing the flexibility required to reflect the CoA organisational structure. It is proposed to replace all of the current clause 5 and 6 with a new clause 5 as per **Attachment A**, the previous wording can be found in [Link 1](#).
7. In addition, references throughout the Charter to 'Executive Officer' have been removed with responsibility clarified where appropriate.
8. Importantly for Board Members the support available has increased and been elevated to a strategic and policy focus. There are more staff resources being applied to ensure APLA can undertake its functions, with the Associate Director undertaking a coordinating role on all Park Lands related matters across CoA as they relate to strategy and policy.

Annual Community Forum

9. Clause 4.10 of the APLA Charter provides for an Annual Community Forum however the review of the Charter questioned the prescriptive and restrictive nature of the requirements listed for this Forum. This is particularly in light of all meetings of the APLA Board being open to the public.
10. This follows various discussions held with the Board on providing opportunities for more interactive engagement with the public on the progress and direction of APLA.
11. It is proposed to replace the current clause 4.10 in the charter with that detailed in **Attachment A**, previous wording can be found in [Link 1](#).

Remuneration – Strategic Planning sessions

12. A review of the Charter highlighted a lack of clarity in approved remuneration for Board Members and therefore an update to clause 4.6.3 is proposed to make it clear what is covered for Board Members remuneration.
13. It is therefore proposed to update the current clause 4.6.3 with additional information added for clarity.

Miscellaneous changes

14. Aside from the aforementioned changes the opportunity has been taken to tidy up language to reflect the current and future operations of the APLA Board. These are not material in nature.

Next Steps

15. Following APLA's support for the proposed changes, Council will be presented with a report seeking approval of the Charter changes for the purposes of consultation with the Minister for Planning and Local Government.
 16. Once approved by the Minister the changes to the Charter will be gazetted.
 17. Following gazettal, the APLA Code of Practice will be updated to reflect the operational requirements to support the changes to ensure clarity for APLA Board Members.
-

Attachments

Attachment A – Draft APLA Charter

- END OF REPORT



Charter

1. INTRODUCTION

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.

1.1. Name of Authority

The name of the Subsidiary is the Adelaide Park Lands Authority (referred to as 'the Authority' in this Charter).

1.2. Establishment of Authority

The Authority is established by section 5 of the Park Lands Act and is taken to be a single council Subsidiary of the Council under section 42 of the LG Act.

1.3. Purpose for Which the Authority is Established

- 1.3.1. The Council and the State Government of South Australia are committed to protecting and enhancing the Adelaide Park Lands for the benefit of all South Australians.
- 1.3.2. The Adelaide Park Lands Authority is the principal advisor to both the Council and the State Government on the protection, management, enhancement and promotion of the Adelaide Park Lands.
- 1.3.3. The Council, on behalf of the communities of the City of Adelaide and the State, is committed to ensuring that the Authority delivers maximum benefit for the future of Adelaide's Park Lands as the City of Adelaide's defining feature.
- 1.3.4. In this context the Authority is established by Statute to undertake in accordance with the powers conferred by this Charter, the Functions of the Authority as set out at section 9 of the Park Lands Act.

2. UNDERSTANDING THIS CHARTER

2.1. Definitions

- 2.1.1. 'Adelaide Park Lands' means the land as defined in accordance with Part 3 of the Park Lands Act;
- 2.1.2. 'Adelaide Park Lands Plan' means the plan deposited in the General Registry Office by the Minister, as shown in Annexure One;
- 2.1.3. 'Authority' means the Adelaide Park Lands Authority established under Division 2 of the Park Lands Act;

- 2.1.4. 'Board' means the Board of Management as established under section 6 of the Park Lands Act;
- 2.1.5. 'Board Member' means each person who is currently a member of the Board and who has been appointed in accordance with clause 4.2;
- 2.1.6. 'Budget' has the meaning as defined in clause 7.6.3;
- 2.1.7. 'Business Plan' means the business plan developed for the Authority and approved in accordance with clause 7.4;
- 2.1.8. 'Community Land Management Plans' has the meaning defined in section 196 of the Local Government Act 1999;
- 2.1.9. 'Council' means the Corporation of the City of Adelaide;
- 2.1.10. 'Council CEO' means the person currently appointed as the chief executive officer of the Council;
- 2.1.11. 'Deputy' means each person who is appointed to act as a Board Member in the absence of the appointed Board Member;
- 2.1.12. 'Deputy Presiding Member' means the person appointed in accordance with clause 4.4.2 to perform that role as defined in clause 4.4.4;
- 2.1.13. 'Financial Year' means 1 July in each year to 30 June in the subsequent year;
- 2.1.14. 'Functions' means the functions of the Authority as detailed in section 9 of the Park Lands Act and expressed in clause 3.1;
- 2.1.15. 'the Fund' means the Adelaide Park Lands Fund established in accordance with section 22 of the Park Lands Act;
- 2.1.16. 'Gazette' means the South Australian Government Gazette;
- 2.1.17. 'LG Act' means the *Local Government Act 1999* and all relevant regulations made thereunder;
- 2.1.18. 'Lord Mayor' means the person currently elected and holding the office of the Lord Mayor of the City of Adelaide;
- 2.1.19. 'Minister' means the Minister responsible for administering the Park Lands Act;
- 2.1.20. 'Park Lands Act' means the *Adelaide Park Lands Act 2005* and any regulations made thereunder;
- 2.1.21. 'Presiding Member' means the person currently appointed in accordance with clause 4.4.1 to perform that role as defined in clause 4.4.4;
- 2.1.22. 'the Strategy' means the *Adelaide Park Lands Management Strategy* as set out at section 18 of the Park Lands Act;
- 2.1.23. 'State' means any agency, administrative unit or instrumentality of the Government of South Australia.

2.2. Local Government Act 1999

- 2.2.1. This Charter must be read in conjunction with the LG Act and the Park Lands Act.

- 2.2.2. The Authority shall conduct its affairs in accordance with Schedule 2, Part 1 to the LG Act except to the extent that a matter is dealt with by the Park Lands Act or otherwise as modified by this Charter in a manner permitted by Schedule 2, Part 1 to the LG Act.

3. THE AUTHORITY

3.1. Functions

The Functions of the Authority (as set out at section 9 of the Park Lands Act and added to here) are:

- 3.1.1. to undertake a key policy role with respect to the advocacy and promotion of the values of the Park Lands and their management and protection;
- 3.1.2. to prepare and, as appropriate, to revise, the Adelaide Park Lands Management Strategy in accordance with the requirements of the Park Lands Act;
- 3.1.3. to provide comments and advice on any management plan prepared by the Adelaide City Council or a State Authority under the Park Lands Act or the LG Act that relates to any part of the Adelaide Park Lands, and to monitor and, as appropriate, to provide comments, advice or reports in relation to, the implementation or operation of any such plan;
- 3.1.4. to provide comments or advice in relation to the grant or operation of any lease, licence or other form of grant of occupation of land within the Adelaide Park Lands;
- 3.1.5. on the basis of any request, or on its own initiative, to provide advice to the City of Adelaide or to the Minister on policy, development, heritage or management issues affecting the Adelaide Park Lands;
- 3.1.6. to promote public awareness of the importance of the Adelaide Park Lands and the need to ensure that they are managed and used responsibly;
- 3.1.7. providing a forum for the discussion and consideration of topics related to the management of the Adelaide Park Lands;
- 3.1.8. to ensure that the interests of South Australians are taken into account, and that community engagement and consultation processes are established and undertaken, in relation to the strategic management of the Adelaide Park Lands;
- 3.1.9. to promote and administer the Fund; and
- 3.1.10. to undertake or support other activities that will protect or enhance the Adelaide Park Lands, or in any other way promote or advance the objects of the Park Lands Act.

3.2. Powers and Duties

The powers and duties of the Authority are to be exercised in the performance of the Authority's Functions, and in accordance with the provisions of the Park Lands Act, the LG Act and this Charter and, to avoid any doubt, the Authority shall have those powers specifically conferred upon it by the Park Lands Act and otherwise as delegated to it by the Council from time to time, which include, but are not limited to:

- 3.2.1. undertaking its Functions;

- 3.2.2. preserving and strengthening the integrity of the Adelaide Park Lands and their values as expressed in the Statutory Principles in the Park Lands Act and the values as expressed in the National Heritage Listing of the Adelaide Park Lands and City Layout (gazetted 7 November 2008);
- 3.2.3. providing advice or comment to the Council and the Minister, on its own initiative, or at the request of the Council or the Minister, on strategic and policy issues including:
- (a) priorities and actions to facilitate, and the progress on, the transfer of State managed areas of the Adelaide Park Lands to the care, control and management of the Council;
 - (b) recognising, interpreting and protecting the significance of the Adelaide Park Lands to Aboriginal people (in consultation with the relevant Aboriginal communities);
 - (c) draft policies of Council which impact upon the Adelaide Park Lands;
 - (d) Council's draft annual business plan and budget as they relate to the Adelaide Park Lands;
 - (e) the progress of Council and the State in implementing the Strategy;
 - (f) the State's plans as they relate to the Adelaide Park Lands;
 - (g) when existing strategies and policies are silent on the matter;
 - (h) review of Community Land Management and State Management Plans;
 - (i) significant management issues concerning misuse and unauthorised occupation;
 - (j) leasing or licensing policy for sport, commercial and other use;
 - (k) the granting or renewal of leases and licences or other forms of occupation;
 - (l) sustainable use of water and other resources;
 - (m) biodiversity conservation, wildlife and other natural heritage matters;
 - (n) revegetation projects;
 - (o) water quality and use;
 - (p) riparian environments;
 - (q) significant landscaping proposals;
 - (r) significant tree removals other than those undertaken for safety reasons;
 - (s) signage plans and interpretation;
 - (t) lighting plans;
 - (u) building design and location;
 - (v) community gardens;
 - (w) variations to the Adelaide Park Lands Plan;

- (x) liquor licensing policy;
- (y) events, including associated signage, fencing, public access and rehabilitation issues;

but excluding:

- (z) minor building and landscaping projects such as internal building improvements or landscape renewals;

and any advice sought or provided should be managed in a prompt and timely manner so as to properly inform the decision making process of the Council and the State.

3.2.4. providing advice or comment at the request of the Council on business and operational issues with respect to areas of the Adelaide Park Lands under the care, control and management of the Council including:

- (a) proposals for the installation of works of public art, memorials and monuments;
- (b) the setting of service standards;
- (c) major capital works proposals; and
- (d) significant operational issues;

3.2.5. investing any of the money in the Fund that is not for the time being required for the purposes of the Fund:

- (a) in a manner determined by the Authority after consultation with the Council;
- (b) where the investment is authorised by the *Trustee Act 1936* or with the Local Government Finance Authority provided that in exercising this power of investment the Authority must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons;

PROVIDED THAT the Authority must avoid investments that are speculative or hazardous in nature;

3.2.6. entering into contracts including engaging or retaining professional advisors to the Authority;

3.2.7. requesting staff secondment from the Council or Council to employ or engage any staff, in addition to the administrative support defined in clause 5.1 and 5.2, to facilitate a specific function of the Authority;

3.2.8. producing publications and maintaining a website which promotes the role and work of the Authority in relation to its Functions and powers and advocates for the environmental, cultural, recreational and social values of the Park Lands;

3.2.9. requesting advice or information from the Council relevant to the Authority; and

3.2.10. to manage risk associated with the purpose and Functions of the Authority under this Charter for the Adelaide Park Lands.

3.3. Property and Assets

- 3.3.1. Other than the Fund, the Authority may only hold property or assets with the express prior written approval of the Council.
- 3.3.2. All property or assets held by the Authority is held by it on trust for and on behalf of the Council.
- 3.3.3. No person may sell, encumber or otherwise deal with any property or asset of the Authority without both the approval of the Board by way of resolution at a Board meeting and the approval of the Council by way of resolution at a formal Council meeting.

3.4. Committees and Delegation by the Authority

- 3.4.1. The Board may establish one or more committees pursuant to section 11 of the Park Lands Act and this clause 3.4, and for each such committee:
 - (a) each member of a committee holds their office at the pleasure of the Board;
 - (b) the Presiding Member is, ex-officio, a member of each committee; and
 - (c) the procedures to be observed in relation to the conduct of business at a meeting of a committee will be as determined by the Board or as determined by the committee where the Board has not made such a determination.
- 3.4.2. The Board may by resolution delegate any of its powers under this Charter to a committee established by the Board or to an employee of the Council, including an employee of the Council seconded to the Authority, but may not delegate:
 - (a) the power to approve expenditure of money on the services or operations of the Authority not set out or included in the Budget or, where required by this Charter, as expressly approved in writing by the Council;
 - (b) the power to approve the reimbursement of expenses to members of the Board for which the Authority has not adopted a formal policy or made specific financial provision;
 - (c) the power to adopt financial estimates and reports; and
 - (d) the power to make any application or recommendation to the Council or the Minister.
- 3.4.3. A delegation by the Authority:
 - (a) must be subject to conditions and limitations determined by the Authority and as otherwise specified under the Park Lands Act or the LG Act;
 - (b) is revocable at will and does not prevent the Authority from acting in a matter.

4. BOARD OF MANAGEMENT

4.1. Role of the Board

- 4.1.1. In accordance with clause 2(a) of Part 1 of Schedule 2 to the LG Act the Authority is a body corporate and is governed by the Board which is responsible for

managing the business and other affairs of the Authority and for ensuring that the Authority acts in accordance with this Charter and all relevant legislation including the Park Land Act and the LG Act.

- 4.1.2. All meetings of the Authority shall be meetings of the Board.
- 4.1.3. The Board shall have the responsibility to manage all of the activities of the Authority ensuring that the Authority acts in accordance with this Charter and the provisions of the Park Lands Act and the LG Act.
- 4.1.4. The Board will be entitled to make decisions in accordance with the Powers of the Authority set out in this Charter and by or under the Park Lands Act.

4.2. Membership of the Board

4.2.1. The Authority will have a board of management constituted in the manner prescribed by section 6 of the Park Lands Act as follows:

- (a) the Authority shall have ten (10) Board Members who will be appointed in the following proportions by the Council and by the Minister:
 - (i) the Lord Mayor or, if the Lord Mayor chooses not to be a member of the Authority, a person appointed by the Council;
 - (ii) four other (4) persons appointed by the Council; and
 - (iii) five (5) persons appointed by the Minister,
 and each of those appointments will be made by notice in the Gazette;
- (b) subject to clause 4.2.1.(c), the Council and the Minister must, in making appointments under this section, consult with each other in order to endeavour to achieve, in the membership of the board of management, a range of knowledge, skills and experience across the following areas
 - (i) biodiversity or environmental planning or management;
 - (ii) recreation or open space planning or management;
 - (iii) cultural heritage conservation or management;
 - (iv) landscape design or park management;
 - (v) tourism or event management;
 - (vi) indigenous culture or reconciliation;
 - (vii) financial management; and
 - (viii) local government.
- (c) one (1) member appointed under subsection 4.2.1.(a)(iii) must be a person selected by the Minister from a panel of 3 persons nominated by an incorporated body that, in the opinion of the Minister, has demonstrated an interest in the preservation and management of the Adelaide Park Lands for the benefit of the community and that has been invited by the Minister to make a nomination under this section (and the person so selected need not fall within the ambit of subsection 4.2.1.(b)).

- (d) The Council and the Minister must ensure that they each appoint at least one (1) woman and at least one (1) man to the membership of the board of management.

(See Division 2, Section 6 to the Park Lands Act - Board of Management)

- 4.2.2. Without derogating from the operation of section 7 of the Park Lands Act, each Board Member will hold office on conditions determined by the Council after consultation with the Minister which must include the following:
- (a) a term of office not exceeding three (3) years with such period determined by the Council and the Minister for their respective nominees who have been appointed as Board Members;
 - (b) that a Board Member may be removed from their office prior to the expiry of the term of their office:
 - (i) at any time by notice from the Council given to the Authority in respect of a Board Member originally nominated by the Council;
 - (ii) at any time by notice from the Minister given to the Authority in respect of a Board Member originally nominated by the Minister; or
 - (iii) by notice to the Authority from the Council or the Minister on any one or more of the following grounds:
 - (A) for breach of, or non-compliance with, a condition of appointment;
 - (B) for mental or physical incapacity to carry out duties of office satisfactorily;
 - (C) for neglect of duty; or
 - (D) for dishonourable conduct.
 - (c) that the office of a Board Member immediately becomes vacant upon:
 - (i) the death of the Board Member;
 - (ii) completion of a term of office of the Board Member where they are not reappointed;
 - (iii) the Board Member providing his/her resignation in writing to the Council or the Minister who nominated them to be appointed to the Board;
 - (iv) the Board Member becoming a bankrupt or applying for the benefit of a law for the relief of insolvent debtors; or
 - (v) the Board Member is removed from office in accordance with clause 4.2.2(b).
- 4.2.3. Neither the Authority nor the Board may remove a Board Member;
- 4.2.4. A Board Member shall, at the expiration of their then current term of office be eligible for re-appointment.

- 4.2.5. Subject to Clause 4.4, the Council and the Minister may appoint a deputy for each of their respective appointed Board Members (**Deputies**). In the absence of a Board Member their Deputy will be deemed to be the Board Member for that time and will exercise all rights, privileges and obligations of the Board Member during the absence of that Board Member and each Deputy may be removed from their position as Deputy in the same manner and on the same grounds as a Board Member may be removed from office.
- 4.2.6. If any vacancy occurs on the Board during the term of office of a Board Member, the Council or the Minister, as the case may be where the departed Board Member was originally nominated by them, will have authority to appoint at their discretion a Board Member for the remainder of the term of office of the relevant Board Member and at the end of that term the process for nomination and appointment of Board Members under clause 4.2.1 will be applied so that the Council or the Minister, as the case may be, appoints a new person to fill the role of the departed Board Member in accordance with the process under clause 4.2.1 where that departed Board Member was originally appointed by them.
- 4.2.7. At the end of the term of office of a Board Member the process for nomination and appointment of Board Members under clause 4.2.1 will be applied so that the Council or the Minister, as the case may be, appoints a new person to fill the role of the departed Board Member in accordance with the process under clause 4.2.1 where that departed Board Member was originally appointed by them.

4.3. Saving Provision

In accordance with Schedule 2, Clause 40 of the LG Act no act or proceeding of the Authority is invalid by reason of:

- 4.3.1. a vacancy or vacancies in the membership of the Board; or
- 4.3.2. A defect in the appointment of a Board Member.

4.4. Presiding Member and Deputy Presiding Member of the Board

- 4.4.1. The Presiding Member of the Board shall be the Lord Mayor or, where the Lord Mayor chooses not to be a member of the Authority, another Board Member nominated by the Council.
- 4.4.2. The Deputy Presiding Member of the Board shall be the Board Member nominated by the Minister from one of the five persons appointed by the Minister.
- 4.4.3. If the appointed Presiding Member either resigns, or is no longer eligible to act as a Board Member prior to the expiration of that persons' term, then the Deputy Presiding Member shall hold the office of Presiding Member until a new Presiding Member is appointed in accordance with clause 4.4.1 whereupon the person so appointed will hold the office of Presiding Member for the duration of the original appointment of their predecessor in that role.
- 4.4.4. At a meeting of the Board:
- (a) the Presiding Member shall preside as chair; but
 - (b) if the Presiding Member is absent, then either:
 - (i) the Deputy Presiding Member (if present) shall preside as chair; or

- (ii) if the Deputy Presiding Member is also absent, the Board Members present shall appoint a Board Member from amongst them to preside as chair for either:
 - (A) that meeting; or
 - (B) until either the Presiding Member or the Deputy Presiding Member are present.

4.5. Functions of the Board

The Board has the following functions:

- 4.5.1. to ensure that the Authority acts in accordance with the requirements imposed upon it under the Park Lands Act and this Charter;
- 4.5.2. the formulation of strategic plans and strategies aimed at achieving the Functions of the Authority;
- 4.5.3. to provide professional input and policy direction to the Authority;
- 4.5.4. monitoring, overseeing and evaluating the performance of the Authority;
- 4.5.5. ensuring that ethical behaviour and integrity is established and maintained by the Board Members in all activities undertaken by the Authority;
- 4.5.6. subject to sub-clause 4.8.21 of this Charter, ensuring that the activities of the Authority are undertaken in an open and transparent manner;
- 4.5.7. the development of Business Plans;
- 4.5.8. exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
- 4.5.9. the preparation and adoption of a code of conduct ('**Code of Conduct**') to be observed by the Board Members and to undertake a review of the Code of Conduct every four years in consultation with the Council.

4.6. Remuneration of Board Members

- 4.6.1. The Authority is entitled to pay appropriate remuneration fees to Board Members as approved by the Council, including for participation on Committees established under this Charter.
- 4.6.2. The Authority must pay to a Board Member any travelling and other expenses that are properly incurred in connection with the Authority's business and with the prior approval of the Board as recorded in the minutes of the Board meeting.
- 4.6.3. Attendance is recognised as a significant factor towards the success of the Authority and therefore the payment of remuneration fees to a Board Member will be subject to the attendance of that Board Member at meetings of the Board, Workshops (Informal Gatherings), APLA Annual Community Forum or the relevant committee, as the case may be.

4.7. Propriety of Members of the Board

- 4.7.1. The principles regarding conflict of interest prescribed in the LG Act apply to all Board Members in the same manner as if they were elected members of a council.

(See Chapter 5, Part 4, Division 3 of the LG Act for Conflict of Interest Provisions)

- 4.7.2. The Board Members are not required to comply with Chapter 5, Part 4, Division 2 (Register of Interests) of the LG Act.
- 4.7.3. The Board Members will at all times act in accordance with their duties of confidence and confidentiality and individual fiduciary duties, including honesty and the exercise of reasonable care and diligence, with respect to the performance and discharge of their official functions and duties as Board Members including as required by Chapter 5, Part 4, Division 1 of the LG Act and Clause 7 of Part 1 of Schedule 2 to the LG Act.
- 4.7.4. The Authority must, in consultation with, and subject to approval of, the Council, maintain relevant policies sufficient to meet legislation applicable to the Authority, the Adelaide Park Lands, and for the effective management of the Authority. In the absence of any specific policies adopted by the Authority, relevant Council policies will apply.

4.8. Meetings of the Board / Authority

- 4.8.1. 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.
- 4.8.2. Subject to the Adelaide Park Lands Act 2005 and the provisions of this Charter the Board may determine its own procedures for meetings, which must be fair and contribute to free and open decision making.
- 4.8.3. Telecommunications Meeting
 - (a) For the purposes of this Clause 4.8.3 the contemporary linking together by telephone, audio-visual or other instantaneous means (telecommunications meeting) between Board Members is deemed to constitute a meeting of the Board, provided that the provisions of the meetings of the Board/Authority as outlined in Clause 4.8 are satisfied.
 - (b) Subject to the provisions of Clause 4.8 a Board Member who uses telephone, audio-visual or other instantaneous means to participate in a meeting of the board is taken to be in attendance for that meeting.
 - (c) Each of the Board Members taking part in the telecommunications meeting must at all times during the telecommunications meeting be able to hear and be heard by each of the Board Members present.
 - (d) At the commencement of the meeting each Board Member must announce his/her presence to all other Board Members taking part in the meeting.
 - (e) A Board Member must not leave a telecommunications meeting by disconnecting his/her telephone, audio-visual or other communication equipment unless that Board Member has previously notified the Presiding Member of the meeting and/or the meeting has been officially closed.
 - (f) A Board Member can only use telephone, audio-visual or other instantaneous means to participate in a maximum of two meetings of the board per calendar year.
- 4.8.4. Written Resolution

- (a) A proposed resolution in writing and given to all Board Members in accordance with procedures determined by the Board will be a valid decision of the Board where a majority of Board Members vote in favour of the resolution by signing and returning the resolution to the APLA Presiding Member and/or nominated officer of Council or otherwise giving written notice of their consent and setting out the terms of the resolution to the APLA Presiding Member and/or nominated officer of Council.
 - (b) The resolution shall thereupon be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.
- 4.8.5. 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.
- 4.8.6. Notice of ordinary meetings of the Board must be given to each Board Member not less than three clear business days prior to the date for the holding of the meeting.
- 4.8.7. Notice to a Board Member of any meeting of the Board must:
- (a) be in writing;
 - (b) set out the date, time and place of the meeting;
 - (c) contain, or be accompanied by, the agenda for the meeting; and
 - (d) be accompanied by a copy of any documents or reports that are to be considered at the meeting (so far as this is practicable).
- 4.8.8. Notice of the times and places of meetings of the Board must be given to the public in the same manner that public notification of meetings of the Council is given in accordance with section 84 of the LG Act.
- 4.8.9. A copy of any document or report provided to Board Members for a Board Meeting must be available to the public:
- (a) for inspection, without charge;
 - (b) by way of public display on the Council and/or the Authority's website until completion of the Board Meeting,
- as soon as practicable after the time when the document or report is supplied to Board Members and provided that the document or report is not provided to Board Members or the Authority on a confidential basis.
- 4.8.10. A record of all notices of meetings of the Board must be maintained.
- 4.8.11. Any notice given under this clause 4.8 may be given to a Board Member:
- (a) personally;
 - (b) by delivering the notice (whether by post, electronic means or otherwise) to the usual place of residence of the Board Member or to another place authorised in writing by the Board Member;

- (c) by leaving the notice for a Board Member appointed under section 6(1)(a) of the Park Lands Act at an appropriate place at the principal office of the Council; or
 - (d) by a means authorised in writing by the Board Member as being an available means of giving notice.
- 4.8.12. A notice that is not given in accordance with clause 4.8.11 will be taken to have been validly given where it is impracticable to give the notice in accordance with clause 4.8.11 and reasonable action is taken in the circumstances to bring the notice to the Board Member's attention.
- 4.8.13. The Board may hold special meetings where either the Presiding Member, the Council, the Minister or any three Board Members send a written notice to the Board setting out a proposed agenda for the special meeting and requesting that the Board send notice (in accordance with clauses 4.8.11 and 4.8.12) to all Board Members, at least 24 hours prior to the scheduled commencement of the special meeting, notifying each Board Member (or their respective Deputies) that there will be a special meeting of the Board and enclosing a copy of the request for that meeting and the proposed agenda for that meeting and copies of any supporting documents that are intended to be tabled at that special meeting.
- 4.8.14. The quorum for any meeting of the Board is six (6) Board Members (or their respective Deputies) attending either in person or remotely via telecommunications as outlined in clause 4.8.3 and no business may be transacted at a meeting of the Board unless a quorum is present.
- 4.8.15. Every Board Member, including the Presiding Member, shall have a deliberative vote. The Presiding Member shall not in the event of an equality of votes have a casting vote.
- 4.8.16. All matters will be decided by a simple majority of votes of the Board Members present. In the event of an equality of votes the matter will lapse.
- 4.8.17. Subject to the Act and this Charter each Board Member validly present at a Board meeting must vote on a matter arising for decision at that meeting.
- 4.8.18. Any meeting of the Board may be adjourned from time to time and from place to place by a majority of Board Members present at that meeting.
- 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.
- 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).
- 4.8.26. Subject to this Charter and to any direction of the Council, the Board may determine its own procedures for voting which must be fair and contribute to free and open decision making.

4.9. Minutes of Meetings

- 4.9.1. The Board must cause minutes to be kept of the proceedings at every meeting of the Board.
- 4.9.2. The minutes must be prepared and distributed to Board Members and the Council within five (5) business days of the meeting to which they relate.
- 4.9.3. The minutes must be presented to the next ordinary meeting of the Board for confirmation and adoption.

4.10. Annual Community Forum

- 4.10.1. An Annual Community Forum shall be held by the end of October in each year at a place and time determined by resolution of the Board.
- 4.10.2. Notice of the Annual Community Forum must be given to Board Members and accessible by the public at least 21 days prior to the scheduled date.
- 4.10.3. A reasonable number of copies of any document or report supplied to Board Members for the Annual Community Forum must be available for members of the public at the forum.
- 4.10.4. The Annual Community Forum will be conducted in a place accessible to the public to discuss business of a general nature aimed at reviewing the progress and direction of the Authority.

5. ADMINISTRATIVE SUPPORT

The Council will provide administrative support for the Authority for the purpose of undertaking day to day management of the Authority including, but not limited to, the exercise of the Authority's Functions, powers and duties and the preparation for and attendance at meetings of the Board and implementation of the decisions of the Board.

5.1. The Council CEO will ensure a senior officer manages the business of the Authority at a strategic level including but not limited to:

- 5.1.1 Preparation and reporting against the Strategic Plan, Business Plan & Budget, Annual Report.
- 5.1.2 co-ordinating and initiating matters for the consideration of the Authority and ensuring decisions are actioned.
- 5.1.3 ensuring that the assets and resources of the Authority are properly managed and maintained.
- 5.1.4 exercising, performing or discharging other powers, functions or duties conferred on or under the LG Act or any other Act and performing other functions lawfully directed by the Authority.
- 5.1.5 achieving financial outcomes in accordance with adopted plans and budgets of the Authority.

5.2. The Council CEO will provide suitable administrative support including but not limited to:

- 5.2.1 Board Member appointments.
- 5.2.2 Arranging all meetings of the Board in accordance with legislative provisions.
- 5.2.3 Preparation of Board Agenda, Minutes, and associated papers.
- 5.2.4 Attendance records at meetings and informal gatherings.
- 5.2.5 Ensuring that the Authority is complying with legislative requirements.
- 5.2.6 Keeping records of the business and financial affairs of the Authority.
- 5.2.7 Record of Delegations.
- 5.2.8 Review of this Charter at least once in every four years (refer clause 7.4.1).

6. FINANCIAL MANAGEMENT AND PLANNING

6.1. Financial Contributions

Financial contributions may be made to the Authority in accordance with section 22(2) of the Park Lands Act and all such contributions will be paid into the Fund.

6.2. Financial Management

- 6.2.1. The Council, on behalf of the Authority, shall keep proper books of accounts in accordance with the requirements of the Local Government (Financial Management) Regulations 2011 (the Regulations).

- 6.2.2. The Authority's books of account must be available for inspection by any Board Member or authorised representative of the Council at any reasonable time on request.
- 6.2.3. The Authority has a duty to open and operate such bank accounts as may be required for the purpose of maintaining the Fund and managing the Authority and in relation to each such bank account the Authority shall:
- (a) appoint:
 - (i) no less than two Board Members;
 - (ii) the Presiding Member; and
 - (iii) the Deputy Presiding Member,
 as authorised operators of the Authority's bank accounts;
 - (b) ensure that a minimum of two authorised operators are required to deal with any bank account of the Authority at any one time;
 - (c) ensure that all cheques for the Authority must be signed by two persons authorised by resolution of the Board; and
 - (d) ensure that any payments made by electronic funds transfer must be made in accordance with procedures approved by the auditor of the Authority.
- 6.2.4. The Board must act prudently in the handling of all financial transactions for the Authority and must provide quarterly financial and corporate reports to the Council.
- 6.2.5. The Authority has the power to incur expenditure only:
- (a) in accordance with the then current Budget;
 - (b) with the express prior written approval of the Council; or
 - (c) in accordance with the LG Act in respect of expenditure not approved in the Budget, for a purpose of genuine emergency and hardship.

6.3. Audit

- 6.3.1. The Council's auditor shall be the auditor of the Authority.
- 6.3.2. The auditor will have the same powers and responsibilities as set out in the LG Act in relation to the Council.
- 6.3.3. The audit of financial statements of the Authority, together with the accompanying report from the Auditor, shall be submitted to both the Board and the Council.
- 6.3.4. The books of account and financial statements shall be audited at least once per year.
- 6.3.5. The audit committee of the Council will be the audit committee for the Authority.

6.4. Strategic Plan

- 6.4.1. 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.

6.5. Business Plan

6.5.1. The Authority shall:

- (a) prepare a draft annual business plan which is consistent with the Strategy, its then current Strategic Plan and this Charter, which is to apply for a period determined by the Council;
- (b) review the contents of the then current Business Plan annually; and
- (c) consult with and receive approval from the Council prior to adopting or amending the Business Plan and once approved by the Council that Business Plan becomes the current Business Plan for the Authority.

6.5.2. The Business Plan must:

- (a) identify the performance targets of the Authority;
- (b) set the performance measures that are to be used to monitor and assess the performance and achievement of targets; and
- (c) specify the financial and other resources and internal processes required to achieve the performance targets.

(See Clause 8, Part 1, Schedule 2 to the LG Act for the contents of the Business Plan)

6.6. Budget

6.6.1. Before the end of June, or such other date nominated by the Council, in each Financial Year a proposed budget detailing the estimated revenues and costs for the forthcoming Financial Year shall be considered by the Board and submitted to the Council for approval.

6.6.2. The proposed budget must:

- (a) deal with each principal activity of the Authority on a separate basis;
- (b) be consistent with the Business Plan, the Strategy and the Council's strategic management plans; and
- (c) comply with standards and principles prescribed by the *Local Government (Financial Management) Regulations 2011*.

- 6.6.3. Once the proposed budget has been approved by the Council, the Board must resolve to adopt that budget for the Authority (**'Budget'**).
- 6.6.4. Reports summarising the financial position and performance of the Authority against the Budget shall be prepared and presented to the Board every three calendar months.
- 6.6.5. The Budget must not be amended without reasonable consultation with, and the express prior written approval of, the Council.

(See Clause 9, Part 1, Schedule 2 to the LG Act for the contents of the Budget)

6.7. Reporting

- 6.7.1. The Board must submit to the Council by 30 September in each Financial Year an annual report on the work and operations of the Authority detailing achievement of the aims and objectives of the Strategy, its Business Plan and its Budget and incorporating the audited financial statements of the Authority and any other information or reports required by the Council.
- 6.7.2. The financial statements supplied under clause 7.7.1 must be prepared in accordance with *Local Government (Financial Management) Regulations 2011*.
- 6.7.3. The Board must provide a copy of its annual report to the Minister at the same time as it submits it to the Council.
- 6.7.4. The Board shall present a balance sheet and full financial report to the Council at the end of each Financial Year and at such other times as the Council may require.

7. MISCELLANEOUS

7.1. Insurance Requirements

- 7.1.1. The Council shall register the Authority with the "Local Government Mutual Liability Scheme" and the Authority must comply with the Rules of that Scheme.
- 7.1.2. The Authority shall advise the Council of its insurance requirements including those relating to local government special risks and insurance cover for Board Members and accompanying persons when performing functions of office, and the Council will put that insurance in place.

7.2. Winding Up

The Authority may be wound up by, or under, a further Act of Parliament.

7.3. Non-Derogation and Direction by Council

- 7.3.1. Except to the extent of any conflict with the Park Lands Act the establishment of the Authority does not derogate from the power of the Council acting independently in relation to a matter within the jurisdiction of the Authority and the Board.
- 7.3.2. The Council may direct and control the Authority, subject to prior consultation with the Minister.

7.4. Alteration and Review of Charter

- 7.4.1. This Charter will be reviewed by the Council after consultation with the Minister and the Authority at least once in every four years.
- 7.4.2. This Charter may otherwise be reviewed at any time by the Council or Board in liaison with the Minister.
- 7.4.3. Where the Charter is to be amended this may only occur after consulting the Minister and obtaining the approval of the Minister administering the LG Act.
- 7.4.4. The amended Charter must be published in the Gazette.

7.5. Disputes between the Council and the Authority

- 7.5.1. The Council and the Authority will work together in good faith to resolve any matter arising between them, whether under or from this Charter or otherwise, which requires resolution.
- 7.5.2. Where the matter is unable to be resolved within a period of two calendar months of the matter being identified as falling within this clause 8.5, it will be resolved by the maintenance of the status quo in the matter.

7.6. Common Seal

- 7.6.1. The Authority shall have a common seal upon which its corporate name shall appear in legible characters.
- 7.6.2. The common seal shall not be used without the express authorisation of a resolution of the Board and every use of the common seal shall be recorded in the minute book of the Authority.
- 7.6.3. The affixing of the common seal shall be witnessed by the Presiding Member or the Deputy Presiding Member or such other person as the Board may appoint for the purpose.
- 7.6.4. The common seal shall be kept in the custody of the Board or such other person as the Board may from time to time decide.

7.7. Principal Office

The Authority's principal office will be the principal office of the City of Adelaide unless otherwise determined by the Authority.

7.8. Service of Documents

- 7.8.1. A document to be given by the Authority to the Council, or by the Council to the Authority, may be given in a manner that Section 280 of the LG Act permits.
- 7.8.2. A written notice given by the Authority to the Council must be marked 'Attention: Chief Executive Officer'.

7.9. Access to Records

The Council (including any duly authorised representative of the Council) and a member of the Board each have a right to inspect and take copies of the books and records of the Authority.

7.10. Circumstances Not Provided For

- 7.10.1. If any circumstances arise about which this Charter or the Park Lands Act is silent, incapable of taking effect or being implemented according to its strict provisions, the Presiding Member may decide the action to be taken to ensure achievement of the Functions of the Authority.
- 7.10.2. The Presiding Member shall report any such decision at the next meeting of the Board and the Authority must then immediately report that decision to the Council and to the Minister.

7.11. Performance & Accountability of Authority

- 7.11.1. The Council may, on an ongoing basis, elect to review the performance of the Authority and the Board in the conduct of their respective activities under this Charter in consultation with the Minister.
- 7.11.2. Without limiting the Council's powers under the LG Act, if at any time the Council is of the view that either the Authority and/or the Board is not performing its duties under this Charter the Council shall be entitled to provide a notice in writing to the Board (**Council Notice**) identifying:
 - (a) those matters in respect of the performance by the Authority and/or the Board of its duties under this Charter which are not satisfactory to the Council; and
 - (b) details of any corrective action which the Council requires the Authority and/or the Board to take in order to rectify the identified performance issues,
 and the Council will provide a copy of that Council Notice to the Minister;
- 7.11.3. The Board must, within 30 days of receipt of the Council Notice, provide a written response to the Council as to the matters raised in the Council Notice (**Notice in Response**) which shall identify any corrective action which the Authority and/or the Board intends to undertake in order to address the issues raised in the Council Notice.
- 7.11.4. If the Authority or the Board disputes any matters raised in the Council Notice then the Notice of Response must:
 - (a) identify any matters in respect of which the Authority and/or the Board do not agree; and
 - (b) the basis upon which the Authority and/or the Board do not agree.
- 7.11.5. The Council's Chief Executive Officer and the Presiding Member of the Board shall meet within 14 days of receipt by the Council of the Notice in Response to discuss the matters raised in the Council Notice and in the Notice in Response.
- 7.11.6. The Council either:
 - (a) following the meeting held pursuant to Clause 7.11.5, and having considered the matters discussed in that meeting and the matters contained in the Council Notice and in the Notice of Response; or
 - (b) if the Board does not provide a Notice in Response,

shall be entitled to take such further action (if any) as it determines, in consultation with the Minister, with respect to the matters raised in the Council Notice which action may include, but shall not be limited to, the removal of the Board and the appointment of a replacement Board in accordance with this Charter.

8. REVISION HISTORY

City of Adelaide	Minister and Gazetted
11 December 2006 – Adopted	Approved by Minister for Local/State Government Relations and published in State Government Gazette 14 December 2006
28 August 2018 – Approved	Approved by the Minister for Local Government 25 March 2019 Published in the State Government Gazette 18 April 2019
11 August 2020 – Amendment to Section 4.8.2	Approved by Minister 12 November 2020 Published in State Government Gazette 19 November 2020

Major Project Update

Matthew Morrissey
Associate Director
Infrastructure

Brown Hill Keswick Creek - Victoria Park / Pakapakanthi (Park 16)

Progress since last update (June 2020):

- Contractor has been appointed and works have commenced on site.
- Earthworks are in full swing as the lead contractor Bardavcol excavates, backfills and moves soil around the construction site to establish the wetland.
- Project team have controls in place to deal with community queries relating matters such as:
 - Soil stockpiling
 - Removal of access to sections of Park 16
 - Dust and noise.



Plants and Landscaping:

- Some 100,000 new plants and over 160 native tree species will be planted. This will include aquatic plants for the wetland pools, edge planting and grasses, trees and shrubs.
- While the wetland design was being finalised, local provenance seed collection and plant propagation was well underway to ensure sufficient plant stock will be available when needed.



Quentin Kenihan Inclusive Playspace - Rymill Park / Murlawirrapurka (Park 14)

Progress since last update (October 2019):

- Project has reached practical completion and was opened in December 2020 for public use.
- The playspace is compliant, delivered on time and to a high standard within the \$1m State Government funding.
- The Playspace has been designed to meet best practice principles in inclusive playspace design, including the Touched by Olivia Inclusive Playspace Guidelines referenced in Council's Disability Action and Inclusion Plan 2019-2022.
- By its nature the Playspace has attracted recent media attention. The Project has delivered on the key objective to construct a playspace that recognises that all children should be able to play together side-by-side regardless of their abilities, allowing children with disability the same opportunity to take risks as any other child at play does. The Playspace acknowledges the wide range of needs and abilities of people intending to use the space.
- Extensive stakeholder engagement was undertaken throughout the entire project, including the creation of an advisory group, community forums and Yoursay Adelaide feedback. Since completion, we have worked with key stakeholders, Quentin's family and friends and the advisory group to focus on key elements that assist the community to gain the best possible experience from the Playspace.



Whitmore Square / Iparrityi Masterplan – Stage 1

Scope

The first stage of the master plan will establish a perimeter walking path and greening, and improve traffic and pedestrian safety at the northern intersection.

The project is joint funded with State Government through the Open Space and Places for People grant. This project involves:

- Safety improvements to the northern tri-intersection at Morphett and Wright Streets.
- Greening and paths that frame the inner edges of the square.

Project Status:

- Construction of safety improvements at the northern tri-intersection at Morphett and Wright Streets is near completion.
- Landscaping design is completed.
- Tenders for construction are currently being evaluated.
- Construction expected to commence during the 2nd half of 2021.
- SAPN are conducting future proofing of their asset interfacing with the greening project.



Stage 1 - Northern Tri-Intersections Safety improvements

- Detailed design currently underway, with construction scheduled for 2019/20-20/21

Stage 1 - Green inner edge

- Tree planting and paths to inner northern and central edge of the square, (extent to be confirmed)

Future Stage 2 Central Square

- Create functional and flexible spaces
- Encourage social activity
- Create open lawn areas
- Preserve the historic fig trees
- Integrate existing and new artwork

Future Stage 3 Activated Green Street Edge

- Create a green and pedestrian friendly inner and outer edge to square
- Realign southern corners of road
- Improve aesthetics and safety
- Integrate lighting