

Kadaltilla

Adelaide Park Lands Authority



BOARD MEETING AGENDA

Thursday, 26 June 2025 at 4.30 pm
Colonel Light Room, Adelaide Town Hall

Kadaltilla / Adelaide Park Lands Authority

Board Meeting Agenda, Thursday, 26 June 2025 at 4.30 pm
Colonel Light Room, Adelaide Town Hall

Membership	The Lord Mayor 4 other members appointed by the Council 5 members appointed by the Minister for Planning
Quorum	6
Presiding Member	The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith
Deputy Presiding Member	Elinor Walker
Board Members	Kirsty Bevan Allison Bretones Ashley Halliday Justyna Jochym Stephanie Johnston Warwick Keates Mitzi Nam Councillor Keiran Snape
Proxy Board Members	Councillor Henry Davis, for Councillor Keiran Snape Dennis Rigney, for Mitzi Nam Sarah Russo, for Stephanie Johnston

Agenda

1. Welcome and Opening

1.1 Acknowledgement of Country

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

'Kadaltilla / 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

Board Member - Justyna Jochym

1.3 Confirmation of Minutes

That the Minutes of the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 22 May 2025 be taken as read and be confirmed as an accurate record of proceedings.

2. Conflict of Interest

3. Presiding Member Report (verbal)

4. Deputations

Nil

5. Items for Board Discussion and Decision

5.1	External Presentation - 2025 bp Adelaide Grand Final	9 - 23
5.2	2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation	24 - 30
5.3	External Presentation - Gantry Sign on Sir Donald Bradman Drive	31 - 58
5.4	External Presentation - Peppermint Park (Park 18) and Pelzer Park (Park 19) Community Sports Building Early Advice Prior to Design	59 - 89
5.5	Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings	90 - 198
5.6	South Park Lands Creek – Open Channel Stormwater Projects	199 - 206

6. Items for Noting

6.1	Adelaide Aquatic Centre Redevelopment Update	207 - 219
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7. Other Business

8. Meeting Close

Kadaltilla

Adelaide Park Lands Authority



BOARD MEETING MINUTES

Thursday, 22 May 2025

Colonel Light Room, Adelaide Town Hall

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Kadaltilla / Adelaide Park Lands Authority

Board Meeting Minutes, Thursday, 22 May 2025, at 4.30 pm

Colonel Light Room, Adelaide Town Hall

Present:

Presiding Member	The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith
Deputy Presiding Member	Elinor Walker
Board Members	Kirsty Bevan
	Allison Bretones
	Ashley Halliday
	Justyna Jochym
	Mitzi Nam
	Councillor Keiran Snape

1 Welcome and Opening

1.1 Acknowledgement of Country

At the opening of the Board Meeting, the Presiding Member, The Right Honourable the Lord Mayor, Dr Jane Lomax-Smith stated:

'Kadaltilla / 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

Board Member - Stephanie Johnston

Board Member – Warwick Keates

Proxy Board Member - Sarah Russo

1.3 Confirmation of Minutes

Board Decision

Moved by Allison Bretones,

Seconded by Councillor Snape -

That the Minutes of the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 30 April 2025 be taken as read and be confirmed as an accurate record of proceedings.

Carried

3. Presiding Member Report (verbal)

The Presiding Member provided a verbal report indicating that:

- On 6 May 2025, the Hon Tom Koutsantonis MP, Minister for Infrastructure and Transport, and the Hon Emily Bourke MLC, Minister for Recreation, Sport and Racing, announced that YMCA Aquatic will run the new Adelaide Aquatic Centre.
- To accommodate the Tram Grade Separation Project, temporary modifications have now been removed from the Adelaide Park Lands and the proposal only requires sections within the tram corridor to enable tram maintenance and stabling of trams.
- South Australia's first ever Biodiversity Act has been introduced to State Parliament. The new Act improves recognition for threatened species and provide opportunities for investment in

restoring nature. It will consolidate biodiversity considerations, previously spread across several pieces of legislation.

- The Lord Mayor reminded board members of the Kadaltilla Park Lands Site Tour on Thursday, 12 June, from 3-5 pm.

2. Conflict of Interest

Nil

4 Deputations

Nil

5 Items for Board Discussion

5.1 Gantry Sign on Sir Donald Bradman Drive

Michael Sedgman, Chief Executive Officer, addressed the Board in relation to Item 5.1 - Gantry Sign on Sir Donald Bradman Drive, to advise that at the request of the Department of Infrastructure and Transport, the Item has been deferred to a future meeting of the Kadaltilla / Adelaide Parklands Authority Board.

5.2 Botanic Creek Rehabilitation

Presenters:

Geoff Regester (Manager, Infrastructure Delivery)
Andrew Thorstenson (Project Manager)
Ben Taylor (Design Lead (External))

Precis of Item

A presentation was given to inform the Kadaltilla Board about the planned rehabilitation works for Botanic Creek in Victoria Park / Pakapakanthi (Park 16), King Rodney Park / Ityamai-itpina (Park 15), Rymill Park / Murlawirrapuka (Park 14), and Rundle Park / Kadlitpina (Park 13) and how these works will enhance watercourse stability, biodiversity, and water quality.

Undertaking

Ilia Houridis, Director City Shaping gave an undertaking to provide an update regarding the measures taken in relation to the management of cultural heritage considerations throughout the project, including measures which are incorporated into existing City of Adelaide Project Management Frameworks.

6 Items for Board Decision

6.1 World Solar Challenge 2025 – South Australian Motor Sport Board Event Consultation

Discussion ensued

It was then –

Moved by Councillor Keiran Snape,
Seconded by Elinor Walker -

That the Kadaltilla / Adelaide Park Lands Authority:

1. Notes the declaration of the declared area, declared period and prescribed works period for the purpose of conducting the World Solar Challenge 2025 event.
2. Authorises the Presiding Member to write to the Chief Executive Officer of the South Australian Motor Sport Board on behalf of Kadaltilla / Adelaide Park Lands Authority with its feedback on the consultation for the proposed area for the World Solar Challenge event and the proposed period of time that works for the event will cover, including:
 - 2.1 Thanks the South Australian Motor Sport Board for bringing this world class international event to the City of Adelaide and notes the positive sustainable outcomes this event supports.
 - 2.2 Asks the South Australian Motor Sport Board to keep public pathways, footpaths and bike lanes as open and accessible as is practicable throughout the prescribed works period and declared period.
 - 2.3 Asks the South Australian Motor Sport Board to consider the need and impact of temporary fencing in Victoria Square / Tartanyangga and where it is required, ensure the fencing and

overall location is presented with high regard to aesthetics and public presentation.

3. Notes that Kadaltilla / Adelaide Park Lands Authority's advice will be presented to the City Community and Culture Committee on Tuesday 3 June 2025.

Carried

6.2 Proposed Dates and Location(s) for the Kadaltilla 2025 Annual Community Forum

Discussion ensued

It was then –

Moved by Justyna Jochym,
Seconded by Ashley Halliday -

That the Kadaltilla / Adelaide Park Lands Authority:

1. Approves the 2025 Annual Community Forum:
 - 1.1. Meet and greet with Kadaltilla / Adelaide Park Lands Authority Board Members to be held on Saturday, 18 October 2025 with a focus on community engagement;

and

 - 1.2. Throughout the months of September and October 2025, multiple roving pop-ups (different days and locations) with a focus on community education.
2. Approves the theme for the 2025 Annual Community Forum as "Cheese & Chat with Kadaltilla".
3. Authorises the Chief Executive Officer, or delegate, in consultation with the Kadaltilla / Adelaide Park Lands Authority Presiding Member to alter the date and/or time of any of the above community forum events, if required.

Carried

7 Items for Noting

7.1 Progress of the Tentative List Submission for Adelaide and its Rural Settlement Landscapes World Heritage Bid

Discussion ensued

It was then –

Moved by Alison Bretones,
Seconded by Councillor Keiran Snape –

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL

That the Kadaltilla / Adelaide Park Lands Authority:

1. Receives the report as contained in Item 7.1 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 22 May 2025.
2. Supports the draft Tentative List Submission for the World Heritage Bid for Adelaide and its Rural Settlement Landscapes as contained in Attachment A to Item 7.1 on the Agenda for the meeting of the Kadaltilla / Adelaide Park Lands Authority held on 22 May 2025.

Carried

8 Other Business

- Councillor Snape raised a query in relation to an article published by The Adelaide Park Lands Association with concerns regarding maintenance funding. Ilia Houridis, Director City Shaping, responded to the query.
- Board Member Ashley Halliday encouraged the Board to attend the opening of the new Aboriginal Cultural Cnetre, Yitpi Yartapuultiku located within Port Adelaide Enfield.
- Board Member Kirsty Bevan raised a query in relation to the progress of the LIV Golf event to be moved into the Adelaide Park Lands. The Lord Mayor and Ilia Houridis responded to the query noting that the Council is yet to receive a formal proposal and is in ongoing discussions with the

State Government.

10 Notice of Meeting

Closure

The meeting closed at 5.22 pm

The Lord Mayor, Dr Jane Lomax-Smith

Presiding Member

Kadaltilla / Adelaide Park Lands Authority

Documents Attached:

Nil

Kadaltilla

Adelaide Park Lands Authority

2025 bp Adelaide Grand Final

**Thursday, 26 June 2025
Board Meeting**

Author:

Jennifer Kalionis, Associate
Director City Culture

Public

Purpose of External Presentation

The purpose of this presentation is for the South Australian Motor Sport Board to provide information relating to the proposed declarations on the 2025 bp Adelaide Grand Final.

Key Questions

Does the Adelaide Park Lands Authority / Kadaltilla have any questions for the South Australian Motor Sport Board relating to the proposed declarations for the 2025 bp Adelaide Grand Final?

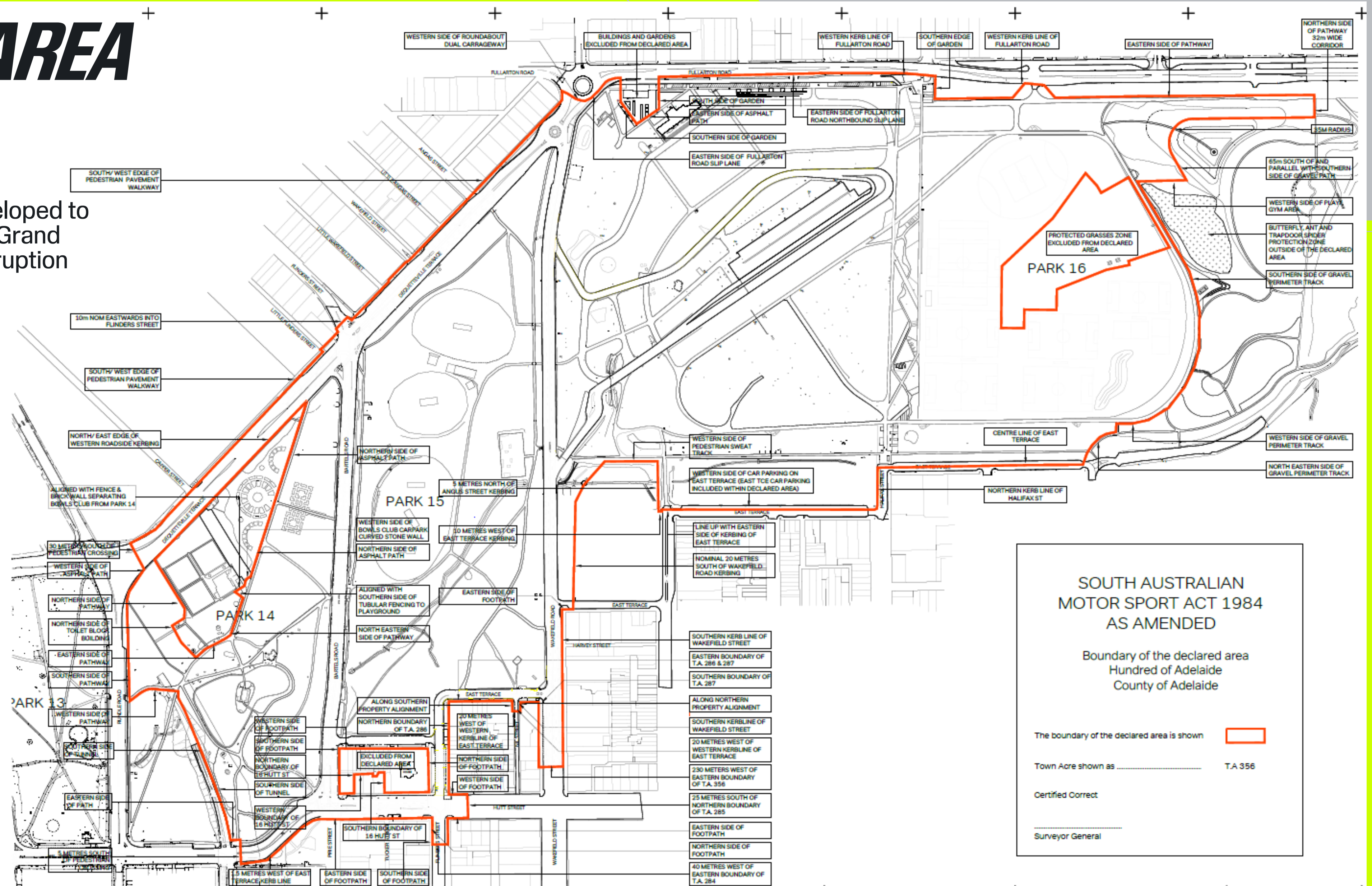
- END OF REPORT -



***CONSULTATION
PROCESS
KADALTILLA – 26 JUNE 2025***

- 1. Declared Area**
- 2. Program Overview**
- 3. Prescribed Works Period & Key Dates**
- 4. Road Closures & Opening**
- 5. Staged Work Exclusion Zones – Build & Dismantle**
- 6. Proposed Works**

The Declared Area has been developed to facilitate the delivery of Adelaide Grand Final objectives, while limiting disruption where possible.

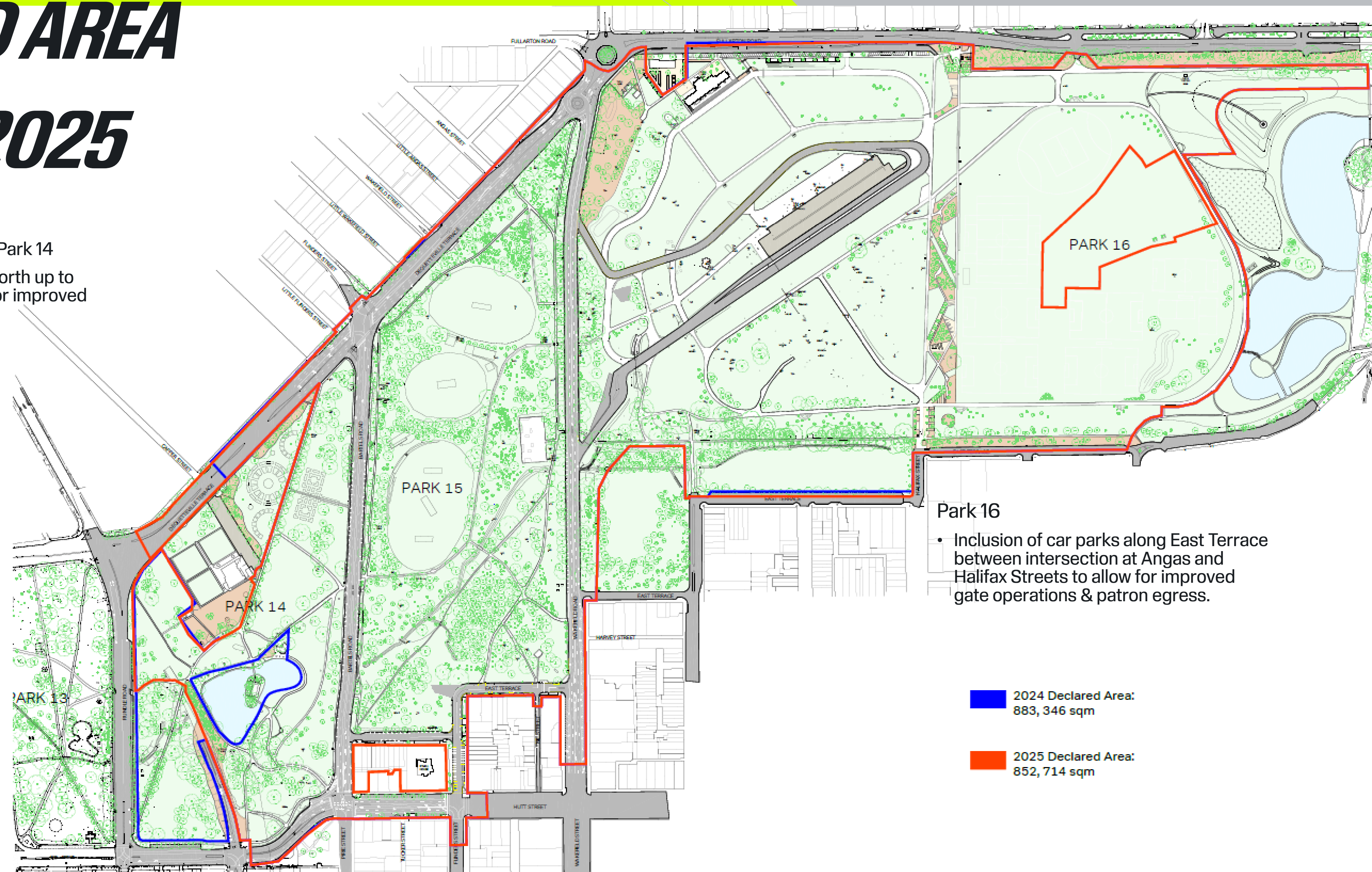


DECLARED AREA

2024 VS 2025

Park 14

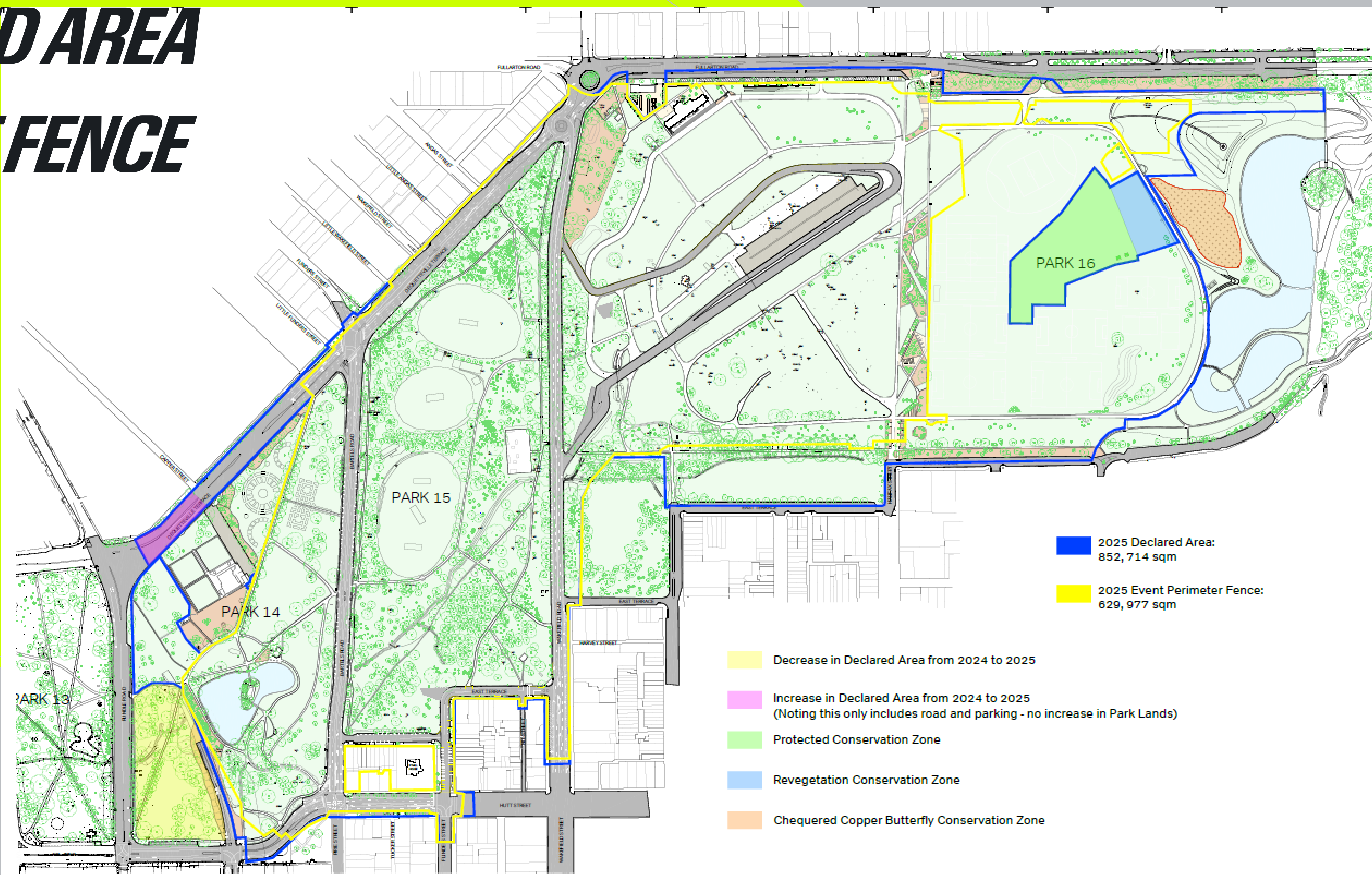
- Reduction in the north-west area of Park 14
- Extension of Dequetteville Terrace north up to Bartels Road intersection, to allow for improved gate operations & patron egress.



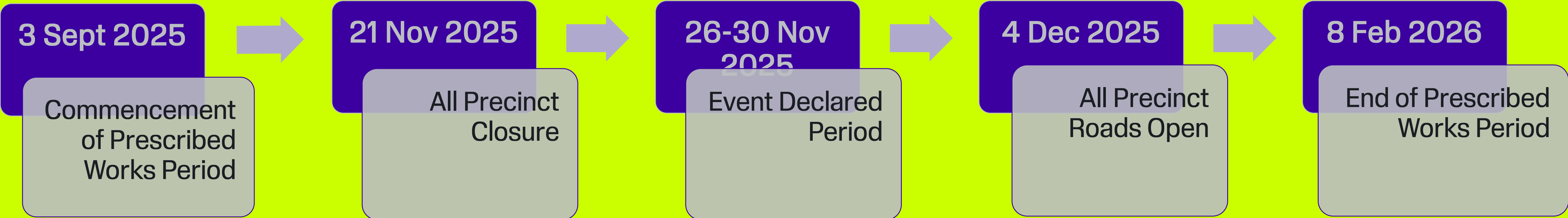
Park 16

- Inclusion of car parks along East Terrace between intersection at Angas and Halifax Streets to allow for improved gate operations & patron egress.

DECLARED AREA vs EVENT FENCE



PROGRAM OVERVIEW



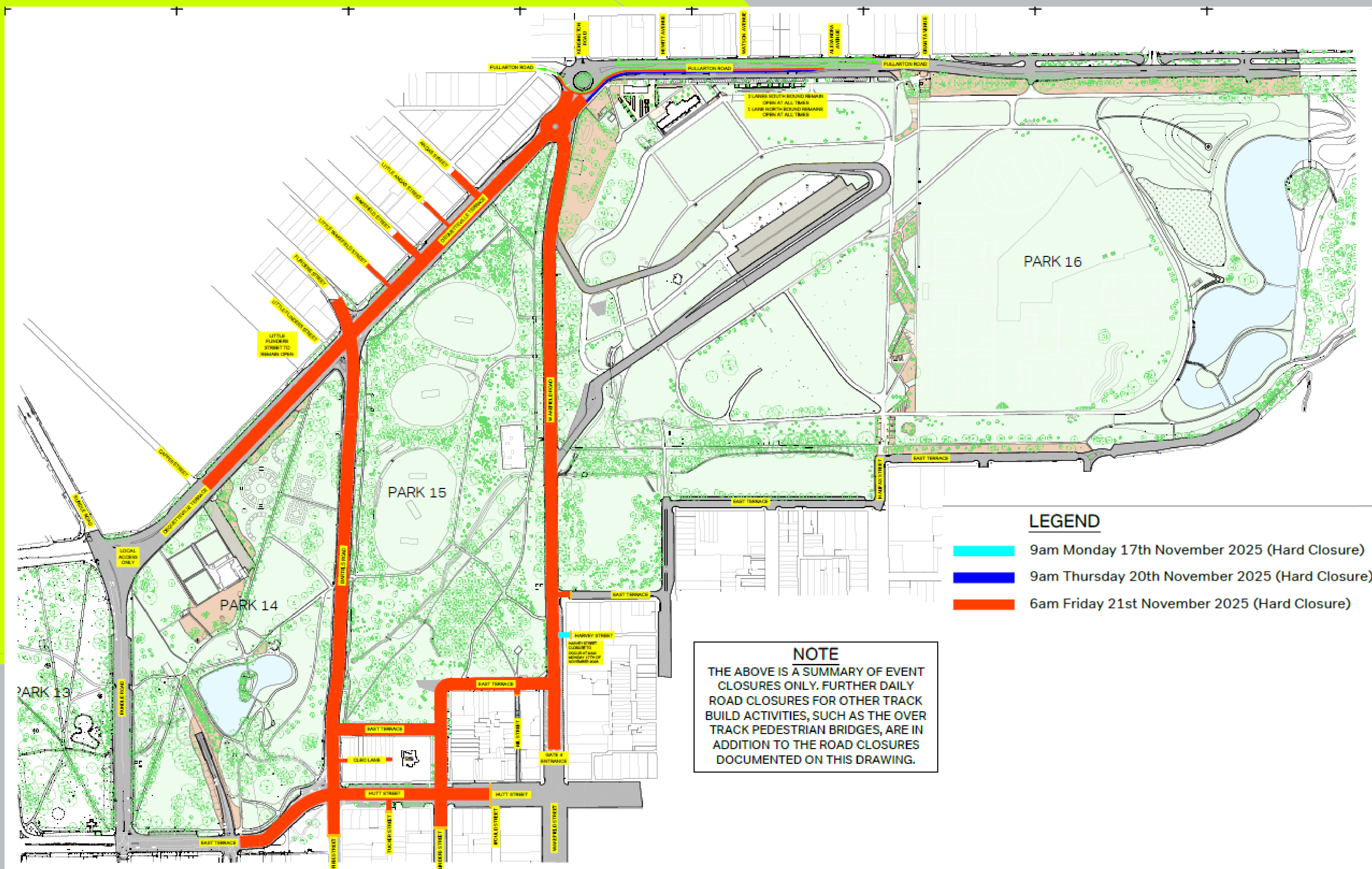
Gradual Openings

- 2 Dec – Bartels & Hutt
- 2 Dec – Dequetteville
- 4 Dec - Wakefield

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2025 KEY MILESTONES		FROM	TO	DURATION	2024
PRESCRIBED WORKS PERIOD		3 September 2025	8 February 2025	160	160
ROAD OCCUPATION	Hutt St, Bartels Rd & Dequetteville Tce (North Bartels)	6.00am 21 November 2025	6.00am 2 December 2025	11	11
	Dequettiville Tce (South Bartels)	6.00am 21 November 2025	3.00pm 2 December 2025	11	11
	Wakefield Rd & East Tce	6.00am 21 November 2025	6.00am 4 December 2025	13	13
E/W FOOTPATHS	Central North E/W	29 September 2025	4 January 2026	As required	As required
	Central South E/W	3 November 2025	15 December 2025	As required	As required

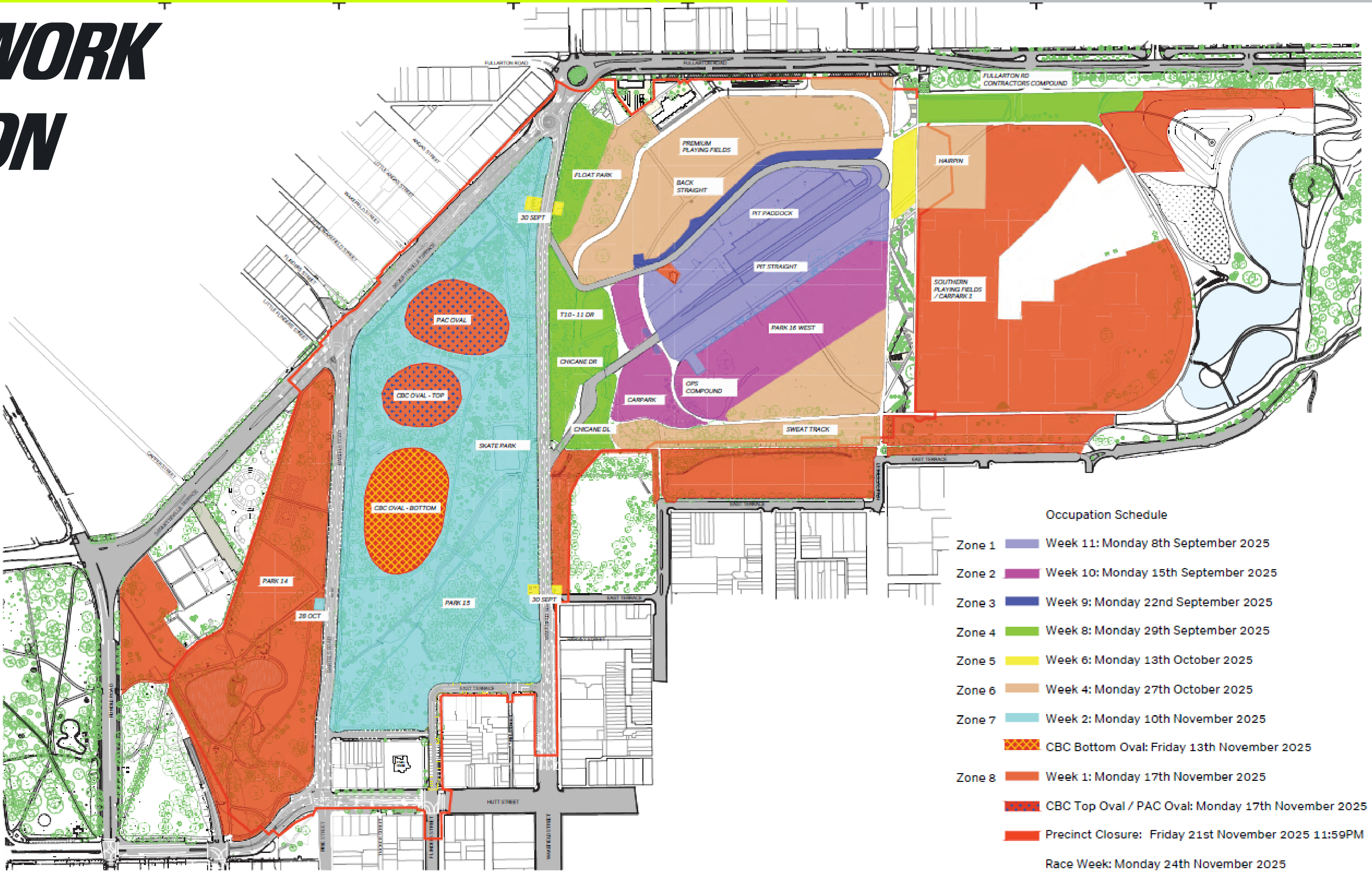


ROAD CLOSURES

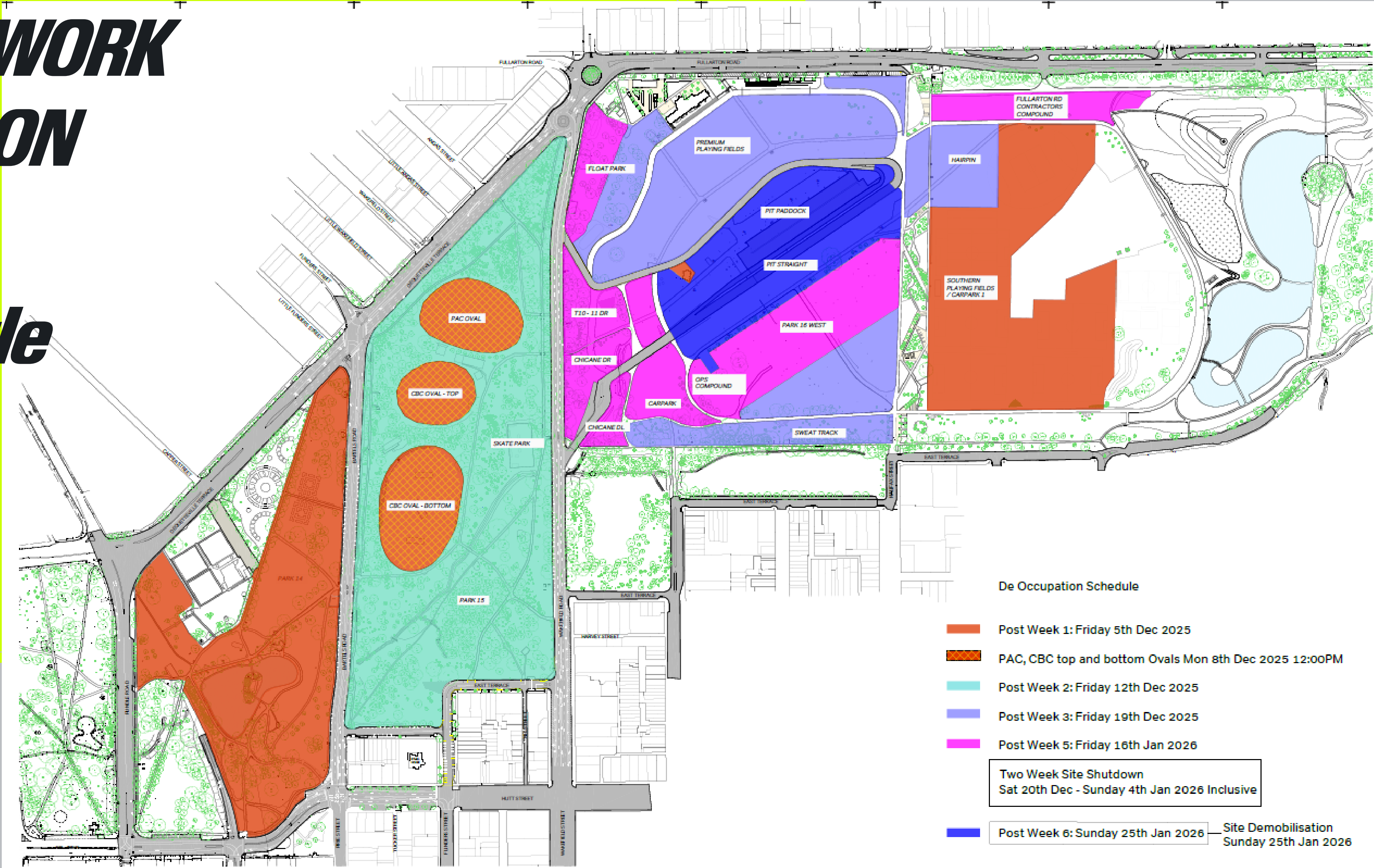
bp **ADL
GRAND
FINAL**



STAGED WORK
EXCLUSION
ZONES
Build



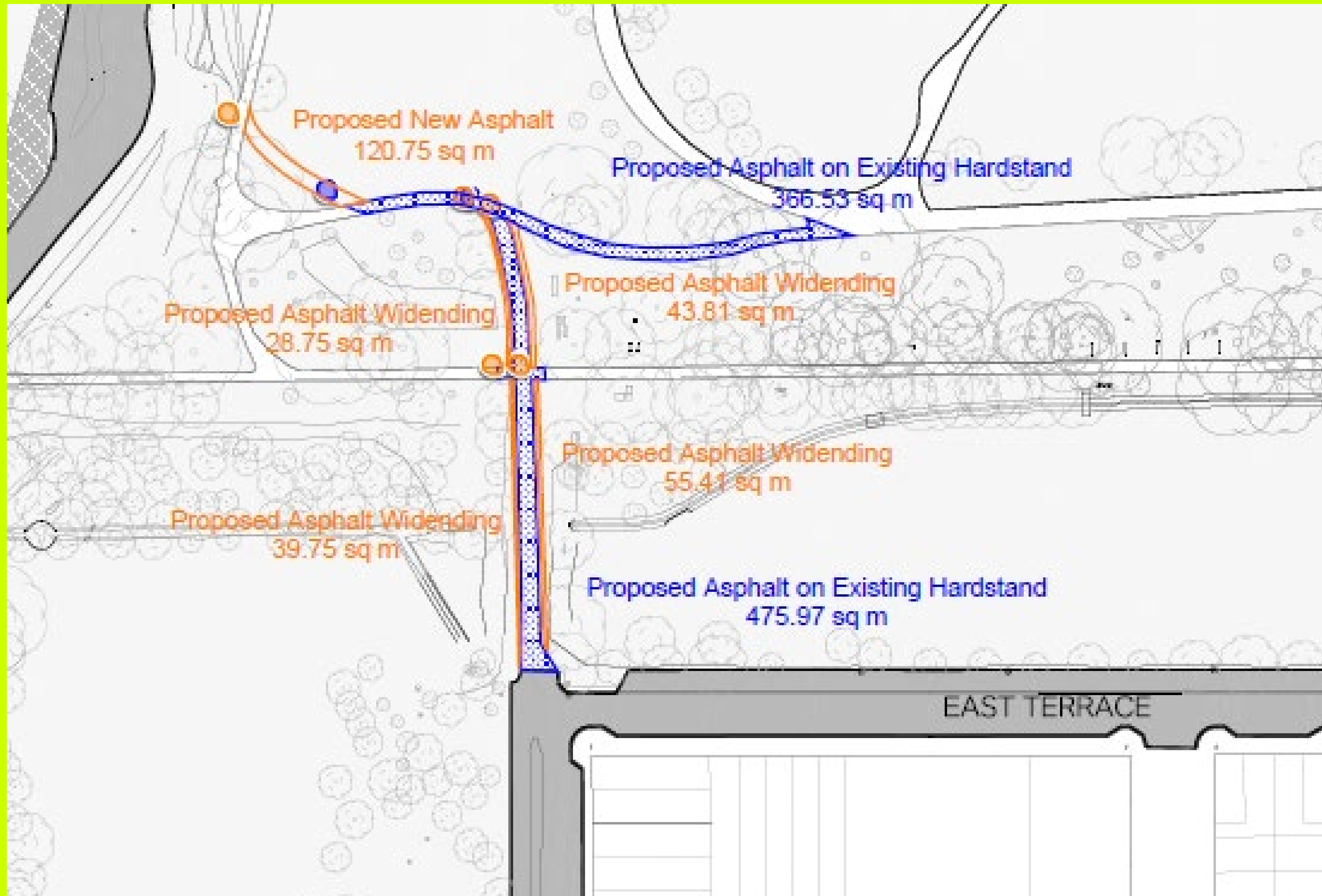
***STAGED WORK
EXCLUSION
ZONES
Dismantle***



De Occupation Schedule

- Post Week 1: Friday 5th Dec 2025
- PAC, CBC top and bottom Ovals Mon 8th Dec 2025 12:00PM
- Post Week 2: Friday 12th Dec 2025
- Post Week 3: Friday 19th Dec 2025
- Post Week 5: Friday 16th Jan 2026
- Two Week Site Shutdown
Sat 20th Dec - Sunday 4th Jan 2026 Inclusive
- Post Week 6: Sunday 25th Jan 2026
- Site Demobilisation
Sunday 25th Jan 2026

PROPOSED WORKS



GATE 2

Proposed enhancements to key vehicular & pedestrian pathways along high traffic areas within vicinity of Gate 2, in order to meet the requirements for SA Ambulance entry and exit of the venue.



Kadaltilla

Adelaide Park Lands Authority

2025 bp Adelaide Grand Final - South Australian Motor Sport Board Event Consultation

Public

**Thursday, 26 June 2025
Board Meeting**

Author: Jennifer Kalionis,
Associate Director City Culture

Purpose

This report seeks Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) advice on the proposed declarations for the 2025 bp Adelaide Grand Final (formerly VAILO Adelaide 500), which will be presented to the City Community Services and Culture Committee on 1 July 2025, relating to:

- The Declared Area, being the Park Lands area proposed to be used as part of the event.
- The Prescribed Works Period, being the period of event setup and removal.
- The Declared Period, being the proposed period of event operation.

The event dates for 2025 are from 27 to 30 November 2025.

The 2025 bp Adelaide Grand Final is a premier event in the Supercars Championship. The race attracts fans and drivers from around the country and continues Victoria Park / Pakapakanthi (Park 16)'s dual legacy as a public park and Australian motorsport hub.

Under the *South Australian Motor Sport Act 1984* section 20(1), the Premier of South Australia (Premier) may declare a specified Declared Area and Declared Period for the purposes of carrying out motor sport events. They may also specify a Prescribed Works Period, during which the South Australian Motor Sport Board (SAMSB) may have access to the land within the Declared Area for the purpose of carrying out works for the event.

Before the Premier can declare the Declared Area, Declared Period, and Prescribed Works Period for the 2025 bp Adelaide Grand Final, the SAMSB must first consult with the City of Adelaide and Kadaltilla.

The total occupation period of the Park Lands has decreased by two days compared to 2024.

The proposed Declared Area within the Park Lands for the 2025 event has decreased by approximately 25,000m² of Park Lands area, compared to the area declared for the 2024 event. These changes are detailed in point 9 of this report.

The occupation of the Park Lands follows a staged approach, which begins in the central area of Victoria Park / Pakapakanthi (Park 16). Much of the Declared Area remains open and accessible for most of the Prescribed Works Period.

Following Kadaltilla's advice in 2024, a working group was established between City of Adelaide (CoA) and SAMSB and meets regularly to address items relevant to the Park Lands and the event.

Recommendation

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

That the Kadaltilla / Adelaide Park Lands Authority:

1. Notes the Declaration of the proposed Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting the 2025 bp Adelaide Grand Final event, as contained in this report.
 2. Authorises the Presiding Member to write to the Chief Executive Officer of the South Australian Motor Sport Board on behalf of Kadaltilla with its feedback to the 2025 bp Adelaide Grand Final consultation as follows:
 - 2.1. Work collaboratively to pursue greening and tree canopy increase in Victoria Park / Pakapakanthi (Park 16) in line with the Master Plan.
 - 2.2. Ensure the use of or the reinstatement of permeable pathways.
 - 2.3. Request further exploration to increase access to the bikeways and pathways and further promote access considerations to members of the public, during the Prescribed Works Period.
 - 2.4. Investigates legacy infrastructure in keeping with the Victoria Park Master Plan and intentions of the Adelaide Park Lands Management Strategy.
 3. Notes that Kadaltilla / Adelaide Park Lands Authority's advice will be presented to the City Community and Culture Committee on Tuesday 1 July 2025.
-

Implications

Adelaide Park Lands Management Strategy 2015-2025	Adelaide Park Lands Management Strategy 2015-2025 The Adelaide Park Lands Management Strategy supports promoting the Park Lands as a visitor and tourist destination (Strategy 1.3.1)
2023-2028 Strategic Plan	Kadaltilla / Adelaide Park Lands Authority 2023-2028 Strategic Plan Strategic Plan Alignment – Expert Advice 4.1 Provide advice on plans, projects and policies for the Adelaide Park Lands 4.2 Engage with City of Adelaide and State Government including input into State Government initiatives
City of Adelaide Strategies	Economic Development Strategy 2024 – 2028: Goal 1: More than the gateway to South Australia. Strategic Plan 2024-2028: Outcome: Adelaide's unique experiences and opportunities attract visitors to our city
Policy	The Community Land Management Plan (CLMP) for Victoria Park / Pakapakanthi (Park 16) states that one of the key uses of the park is motor sports, including the State Government's bp Adelaide Grand Final. The CLMP notes that the State Government has identified Victoria Park / Pakapakanthi (Park 16) as the location for the Adelaide 500 motor racing event which is held annually, and which occupies a significant portion of the site. Currently, the Adelaide 500 event operates within a Declared Area under the <i>South Australian Motor Sport Act 1984</i> . This has significant impact on public access to the park during the event, and during set-up and take-down of the temporary infrastructure.
Consultation	Under section 20 (4) (c) of the <i>South Australian Motor Sport Act 1984</i> there is a legislative obligation for the Premier, through the SAMSB, to consult with Kadaltilla and Council regarding the Declared Area, Declared Period and Prescribed Works Period for the event. The SAMSB consultation period is open and concludes 11 July 2025.
Resource	This activity will be facilitated within existing resources.
Risk / Legal / Legislative	Pursuant to powers provided under the <i>South Australian Motor Sport Act (1984)</i> section 20 (1), the Premier may declare a Declared Area, Declared Period and Prescribed Works Period for the purpose of conducting motorsport events. Register of Aboriginal Sites and Objects- not as a result of this report. Sites of Importance within the Declared Area- not as a result of this report.
Opportunities	Administration continues to work with the SAMSB to identify opportunities for greening (short term and long-term) within the Declared Area for the benefit of the event, spectators and general Park visitors. The CLMP lists the following opportunity to be investigated, 'Incorporate temporary greening (i.e., pop up planting and solar powered furniture) during and outside of Adelaide 500 event'.
City of Adelaide Budget Allocation	Not as a result of this report
Capital Infrastructure Projects	Not as a result of this report
Life of Project, Service, Initiative or (Expectancy of) Asset	The Declarations referred to in this report are in reference to the bp Adelaide Grand Final 2025 event only, with the end of the Prescribed Works Period proposed to be 8 February 2026.
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

Discussion

Background

1. The 2025 bp Adelaide Grand Final (the event) event is staged by the South Australian Motor Sport Board (SAMSB) each year pursuant to powers provided under the *South Australian Motor Sport Act 1984* (the Act). Under section 20 (1) of the Act, the Premier of South Australia may declare:
 - 1.1. A specified area (consisting of public road or Park Land or both) in Adelaide, to be a Declared Area under the Act for the purposes of running the event; and
 - 1.2. A specified period (not exceeding five days) to be a Declared Period under this Act for the purposes of the event; and
 - 1.3. A specified period or periods (Prescribed Works Period) under the Act during which the SAMSB may have access to land within a Declared Area for the purposes of carrying out works in the manner contemplated by section 22 (1a) (and different periods may be specified in respect of different categories of work).
2. On behalf of the Minister responsible for the *South Australian Motor Sport Act 1984*, the Chief Executive, SAMSB wrote to the Lord Mayor on 15 May 2025. The Letter ([LINK 1](#)) outlines the Declarations of the event and was addressed to the Lord Mayor in their capacity as Lord Mayor of the City of Adelaide and as the Presiding Member for Kadaltilla.
3. The Declared Period covers the event days as well as the day immediately prior to the event. The event dates are from 27 to 30 November 2025, therefore the Declared Period is from 26 to 30 November 2025 (5 days).
4. The event date is two weeks later in 2025 compared to 2024. The 2025 event dates coincide with Black Friday trading in the City, as was the case in 2023. The timing of the event is based on the Supercars national calendar.
5. Feedback is being sought on the Declared Area, Prescribed Works Period and Declared Period. Any feedback provided will be presented to the City Community Services and Culture Committee on Tuesday 1 July 2025.

Declared Area

6. The Declared Area in ([LINK 2](#)) shows the boundary in red. This does not represent a physical fence line, but a boundary of potential occupation for undertaking the event. The occupation of the Park Lands takes a staged approach, commencing in a central section of Victoria Park / Pakapakanthi (Park 16) and progressing through the build process. Many areas of the Park Lands within the Declared Area are left open and accessible for large periods of time during the Prescribed Works Period. King Rodney Park / Ityamai-itpina (Park 15) and Rymill Park / Murlawirrapurka (Park 14) are only occupied from 2- 3 weeks prior to the event dates.
7. The Declared Area for the event in 2025 incorporates:
 - 7.1. Continued exclusion of the Quentin Kenihan Inclusive Playspace from the Declared Area, allowing it to remain open to the public.
 - 7.2. Continued exclusion of the Protected Conservation Zone and Butterfly Conservation Zone from the Declared Area.
 - 7.3. New removal of an area within the north-west section of Rymill Park / Murlawirrapurka (Park 14) between the O'Bahn tunnel and Rundle Road.
 - 7.4. New inclusion of car parks along East Terrace between the intersections at Angas and Halifax Streets, and the extension of Dequetteville Terrace north up to Bartels Road intersection, to allow for improved gate operations, including patron egress.

Prescribed Works Period

8. The Prescribed Works Period is proposed to commence on Wednesday 3 September 2025 and conclude on Sunday 8 February 2026. This is a decrease of two days compared to the 2024 event, to a total of 159 days.

Noted Changes for 2025

9. The table following illustrates the changes to the size of the Declared Area and duration of the Prescribed Public Works Period.

Table 1 – Comparison Table

	2022	2023	2024	2025
Size of the Declared Area (within the Park Lands)	Approximately 705,000m ²	Approximately 703,000m ²	Approximately 766,000m ²	Approximately 741,000m ²
Duration of the Prescribed Works Period	196 days (<i>this was the first year of the event's return. Additional time was required to complete capital works</i>)	154 days (28 August 2023- 28 January 2024)	161 days (19 August 2024- 26 January 2025)	159 days (3 September 2025- 8 February 2026)
Addition of Declared Areas (within the Park Lands)	The first year of the event's return	Within Rymill Park/ Murlawirrapurka (Park 14)	Within Victoria Park/ Pakapakanthi (Park 16) Within Rymill Park/ Murlawirrapurka (Park 14)	Nil.
Reduction of Declared Areas (within the Park Lands)	The first year of the event's return	Within Victoria Park/ Pakapakanthi (Park 16)- Southern end	Within Rymill Park/ Murlawirrapurka (Park 14) (the Quentin Kenihan Inclusive Playspace)	Within the northwest area of Rymill Park/ Murlawirrapurka (Park 14)

10. [LINK 3](#) shows the locations of the Park Lands areas that are proposed to increase and reduce from 2024 to 2025.

Native Vegetation Area and Native Grass Restoration Site

11. The location of the Native Vegetation Management Area, enclosed by a low-lying fence which restricts vehicle access, is shown in [LINK 3](#).
12. A Native Grass Restoration Site exists immediately south of the Native Vegetation Management Area. The location of this area is also shown in [LINK 3](#).
13. The Native Vegetation Area and Native Grass Restoration Site sit outside the events declared area for 2025.

Butterfly Conservation Zone

14. The Chequered Copper Butterfly and its caterpillar food plants were found in Park 16 in 2011. This butterfly species is not formally protected or listed as threatened under State or Federal legislation however it is considered rare and of biological significance by butterfly experts and ecologists.
15. The extent of the primary habitat for the Chequered Copper Butterfly has been mapped and is shown in [LINK 3](#).
16. The Butterfly Conservation Zone sit outside the events declared area for 2025

Criterium Track and Cycling Events

17. The Criterium Track is a purpose built offroad cycling facility and the only one of its kind servicing metropolitan Adelaide. Criterium racing is traditionally held in the summer months, on weeknights, taking advantage of daylight savings.
18. This event will have an impact on the ability of cycling organisations to hold a full criterium season with the track not being available for over three weeks (including the 2025 bp Adelaide Grand Final event dates).
19. A meeting will be proposed to be held between AusCycling and the SAMSB (and/or its representatives) before the Prescribed Works Period commences, to set timeframes for use of the Criterium Track pre and post-event. Where possible the SAMSB will accommodate use of the Criterium Track for night racing up until it is determined by SAMSB that it is no longer safe to do so.

Other User Impacts:

20. Other User Impacts will include:
- 20.1. Community use of the skate park and 3-on-3 basketball courts in Park 15.
- 20.2. Community use of the Glover East Playground.

- 20.3. Use of the three playing fields and cricket nets in Park 15 used for school and community sport, including post-event impacts due to playing surface remediation requirements.
- 20.4. Community use of the disc golf facility in Park 15.
- 20.5. Existing commercial lessees of the Victoria Park Grandstand, Victoria Park Social Club and Kiosk Lola, with trading encumbrances on the lessees, if they choose to be involved in the event.
- 20.6. Seasonal hire users of the playing fields in Park 16.
- 20.7. Parkrun, a free community running event held every Saturday morning in Park 16.
- 20.8. Significant number of visitors and casual users who recreate in Park 16 every day.
- 21. Council and the SAMSB will write to all of these operators to ensure they are well informed of the planned impacts and respective dates, with details on who to contact with any questions.

Path Access Restrictions

- 22. To maintain public access to the Park Lands for as long as possible, the event uses a staged build methodology, which leaves the erection of fencing and particularly the closing of sections, as late as possible.
- 23. The two east-west footpaths through Park 16 between Fullarton Road and Halifax Street will remain open for as long as possible during the Prescribed Works Period.
 - 23.1. To facilitate the safe and timely delivery of the 2025 bp Adelaide Grand Final, there will be a requirement to periodically close one of these paths.
 - 23.2. The organisers note that planning is proceeding to allow the two east-west bike tracks to remain open for as long as possible. At least one track will be open at all times except for the seven days prior to the Declared Period and seven days post the Declared Period. There will be additional short closures during high-risk construction works.
 - 23.3. Upon re-opening the paths after seven days post-event, access for the travelling public will be available on the southern pathway.
- 24. The SAMSB will develop an event signage plan that informs users of the Park Lands of access changes, path closure times and dates as well as alternative access routes. This will be complemented by planned website notifications, advising the public what will be inaccessible and for what period.

Master Plan for Victoria Park / Pakapakanthi (Park 16)

- 25. A Master Plan for Park 16 has been developed, including Kadaltilla advice and community consultation.
- 26. A key consideration is exploring opportunities for short term and long-term greening in the northern section of the park, which falls within the Declared Area. This would help with addressing the lack of trees and shade in the park to provide a hospitable and attractively landscaped environment for a future, hotter climate.
- 27. There are opportunities for greening and shading which can assist in discussions with the SAMSB for the event to provide a more attractive and cooler environment for the event and general park visitors. New trees have been planted in Victoria Park / Pakapakanthi (Park 16) following the 2024 event and will continue to be planned in consideration of the event.

Working Group

- 28. A working group between CoA and the SAMSB was established following a decision of Kadaltilla in 2024. This group meets regularly through the year to address items at a strategic and operational level, relevant to the Park Lands and the events occupation.

Remediation

- 29. Assessment and remediation of the area impacted by the 2025 bp Adelaide Grand Final event occurs in a staged approach as infrastructure is removed. The SAMSB covers costs associated with remediation.

DATA AND SUPPORTING INFORMATION

[Link 1](#) – Letter from Chief Executive, SA Motor Sport, Department of the Premier and Cabinet to the Lord Mayor

[Link 2](#) – Map of the Proposed 2025 Declared Area

[Link 3](#) – Map of the 2025 changes to the Declared Area and the Park Lands protection areas.

Attachments

Nil

- END OF REPORT -



Adelaide Park Lands Authority

Gantry Sign on Sir Donald Bradman Drive

**Thursday, 26 June 2025
Board Meeting**

Author:

Mark Goudge, Associate
Director Infrastructure

Public

Purpose of Workshop

The Department for Infrastructure and Transport has requested to brief Kadaltilla on the need for and seek views on the proposed construction of a Variable Messaging Sign (VMS) on Sir Donald Bradman Drive as part of the River Torrens to Darlington (T2D) Project.

The VMS will support the Department to alert motorists of the conditions on the North-South Motorway following completion of the T2D Project, which will be accessible from the City via James Congdon Drive. The VMS is proposed to be constructed early to assist in managing traffic during construction.

The Department will present on the requirements for VMS for the T2D Project, the reasons for proposing its construction on Sir Donald Bradman Drive, the site selection process undertaken, the preferred design for the VMS, and an alternative design to address concerns raised by City of Adelaide staff with visual impacts and intrusion within the Park Lands.

Key Questions

The Department for Infrastructure and Transport seeks Kadaltilla Board members' feedback on the Department's proposal to construct a VMS within the Park Lands, their views on the two designs, siting options and Kadaltilla's preferred approach to the required infrastructure.

- END OF REPORT -

Sir Donald Bradman Drive Variable Message Sign

T2D → **TORRENS TO
DARLINGTON**

Briefing to Kadaltilla / Adelaide Park Lands Authority

26 June 2025

River Torrens to
Darlington Project



Attachment A



Australian Government

BUILDING AUSTRALIA

Government of South Australia

Department for Infrastructure
and Transport**SA IS
BUILDING**
→

The River Torrens to Darlington (T2D) Project respectfully acknowledges the Kaurna Peoples as the Traditional Custodians of the T2D Project area and recognises their continuing connection to land and waters.

We pay our respects to the diversity of cultures, significance of contributions and to Elders past, present and emerging.



Agenda

Purpose

Brief Kadaltilla on need for and seek approval to construct a Variable Messaging Sign (VMS) on Sir Donald Bradman Drive (SDBD) as part of the River Torrens to Darlington (T2D) Project.

Agenda

1. Overview of T2D and VMS
2. VMS requirements for SDBD
3. Site selection
4. Preferred design
5. Alternative design
6. Department's approach

North-South Corridor

For more than a decade, the Australian and South Australian Governments have worked collaboratively to expand and deliver the North-South Corridor

Page 35

- | | |
|---|--|
| ★ Northern Expressway
Completed 2010 | ★ Northern Connector
Completed 2020 |
| ★ South Road Superway
Completed 2013 | ★ Darlington Upgrade Project
Completed 2020 |
| ★ Southern Expressway Duplication
Completed 2014 | ★ Regency Road to Pym Street
Completed 2021 |
| ★ Torrens Road to River Torrens
Completed 2018 | ★ River Torrens to Darlington (T2D)
To be completed by 2031 |



T2D Project

The River Torrens to Darlington (T2D) Project is the final 10.5 km section of the North-South Corridor and once completed will deliver a 78 km non-stop motorway between Gawler and Old Noarlunga.

Northern Tunnels – run between James Congdon Drive and the existing open motorway south of Grange Road. Approx. 2.2 km of twin three-lane tunnels with open motorway at each end of the tunnels.

Open Motorway – links the Southern and Northern Tunnels, connection to Anzac Highway, Richmond Road and James Congdon Drive.

Southern Tunnels – runs between the open motorway at Darlington to just south of Anzac Highway in Glandore and provide key connectivity to Anzac Highway. Approx 4 km of twin three-lane tunnels, with open motorway at each end of the tunnels.



What is a Variable Message Sign (VMS)?



- VMS enable the timely provision of information to motorists by displaying graphical and text-based messages relating to road conditions ahead.
- The information enables motorists to understand and make informed choices in relation to their travel, either by preparing for the conditions they are approaching or selecting an alternate route.
- VMS messages also assist the Department's Traffic Management Centre (TMC) to manage incidents and congestion and help to reduce the likelihood of secondary incidents.
- Being implemented across the road network, but there are 16 sites focused on approaches to the T2D section of the North-South Motorway, supplementing existing VMS and new signage being delivered as part of T2D Main Works.
- Overhead gantries are preferred due to increased visibility to motorists. Drivers have previously indicated preferences for overhead gantries for static directional signage (white text on green background).

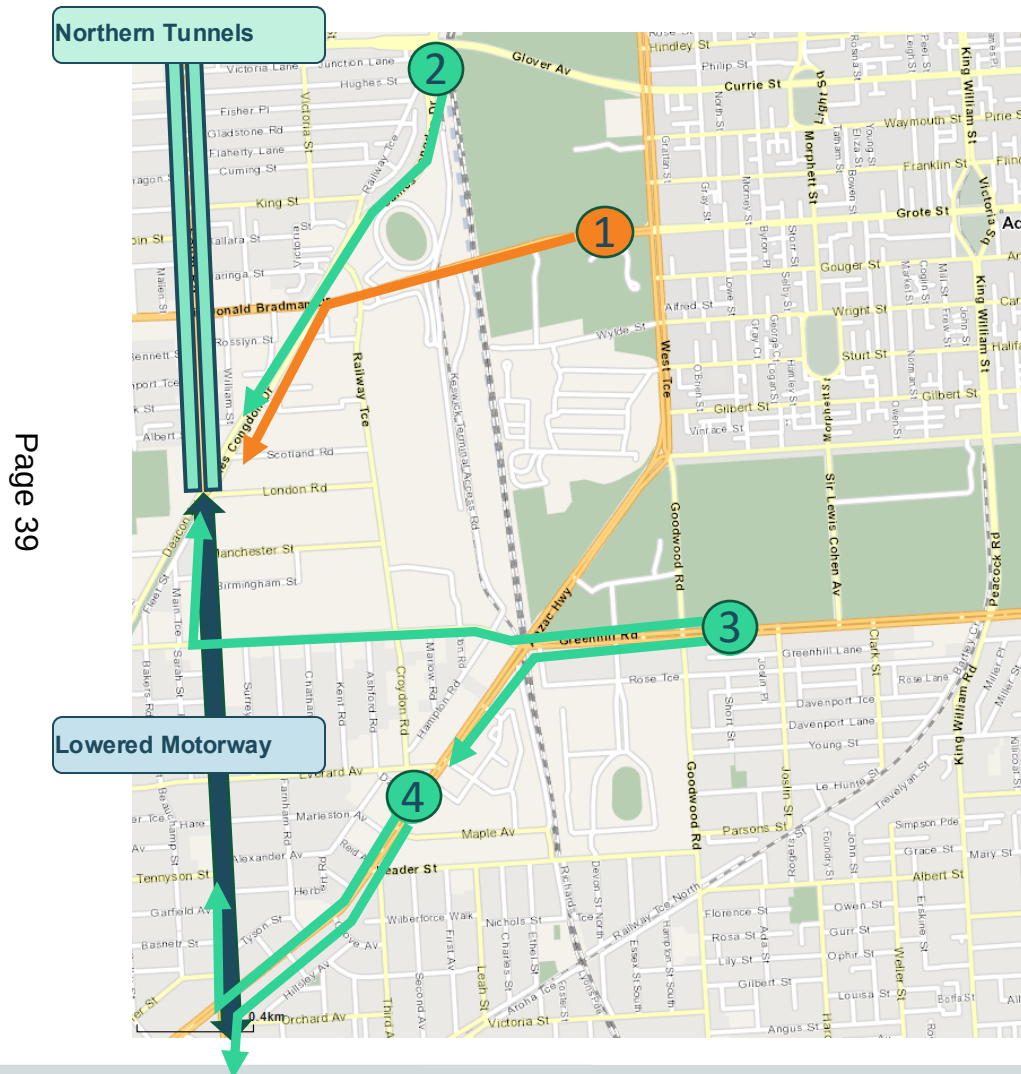
VMS for T2D

16 locations on key approaches to inform motorists of major incidents, tunnel closures and travel times

- Located within the council areas of:
 - City of Adelaide
 - City of Charles Sturt
 - City of Marion
 - City of Mitcham
 - City of Unley
 - City of West Torrens.
- Depending on the site, the VMS will be placed either in the median or verge with associated cabinet / parking bay to be co-located nearby.
- Construction is planned for Q4 2025 to assist with traffic management during construction of the T2D Main Works.



Requirements for SDBD VMS & near City sites



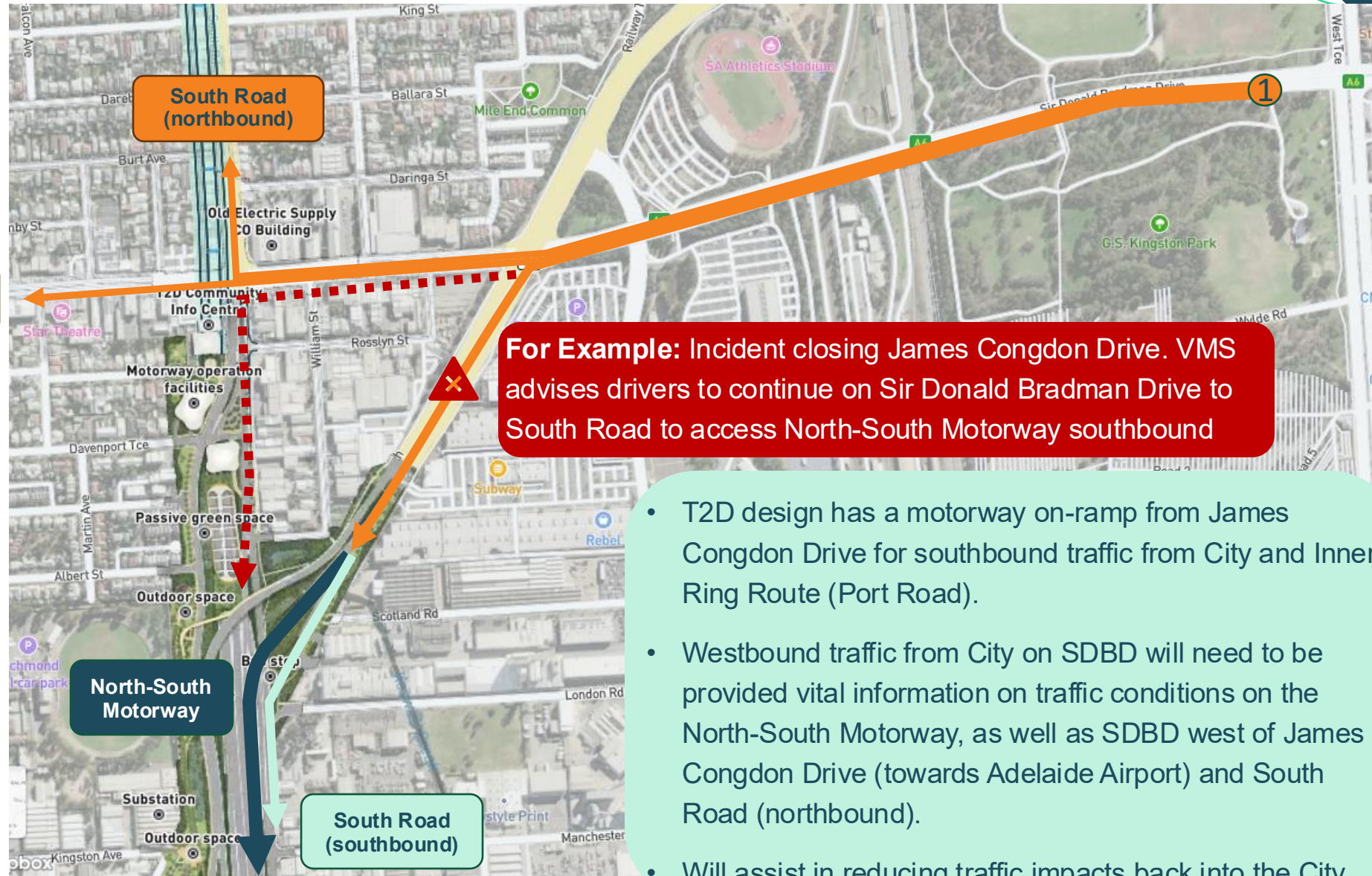
TMC requires VMS at these locations due to the catchment for on-ramps to the North-South Motorway from the City after T2D completed.

- 1. Sir Donald Bradman Drive VMS** – Captures westbound traffic on SDBD from City Centre
 - Access to southbound lowered motorway
- 2. James Congdon Drive VMS** – Captures southbound traffic on JCD from Port Road (incl. Health Precinct)
 - Access to southbound lowered motorway
- 3. Greenhill Road VMS** – Captures westbound traffic on Greenhill Road (incl. from City)
 - Access Northern Tunnel via Richmond Road intersection
 - Access Southern Tunnel via Anzac Highway intersection
- 4. Anzac Highway VMS** – Captures southbound traffic on Anzac Highway (incl. from City)
 - Access northbound lowered motorway via Anzac Highway intersection
 - Access Southern Tunnel via Anzac Highway intersection

Requirements on SDBD westbound

OFFICIAL

T2D → TORRENS TO DARLINGTON

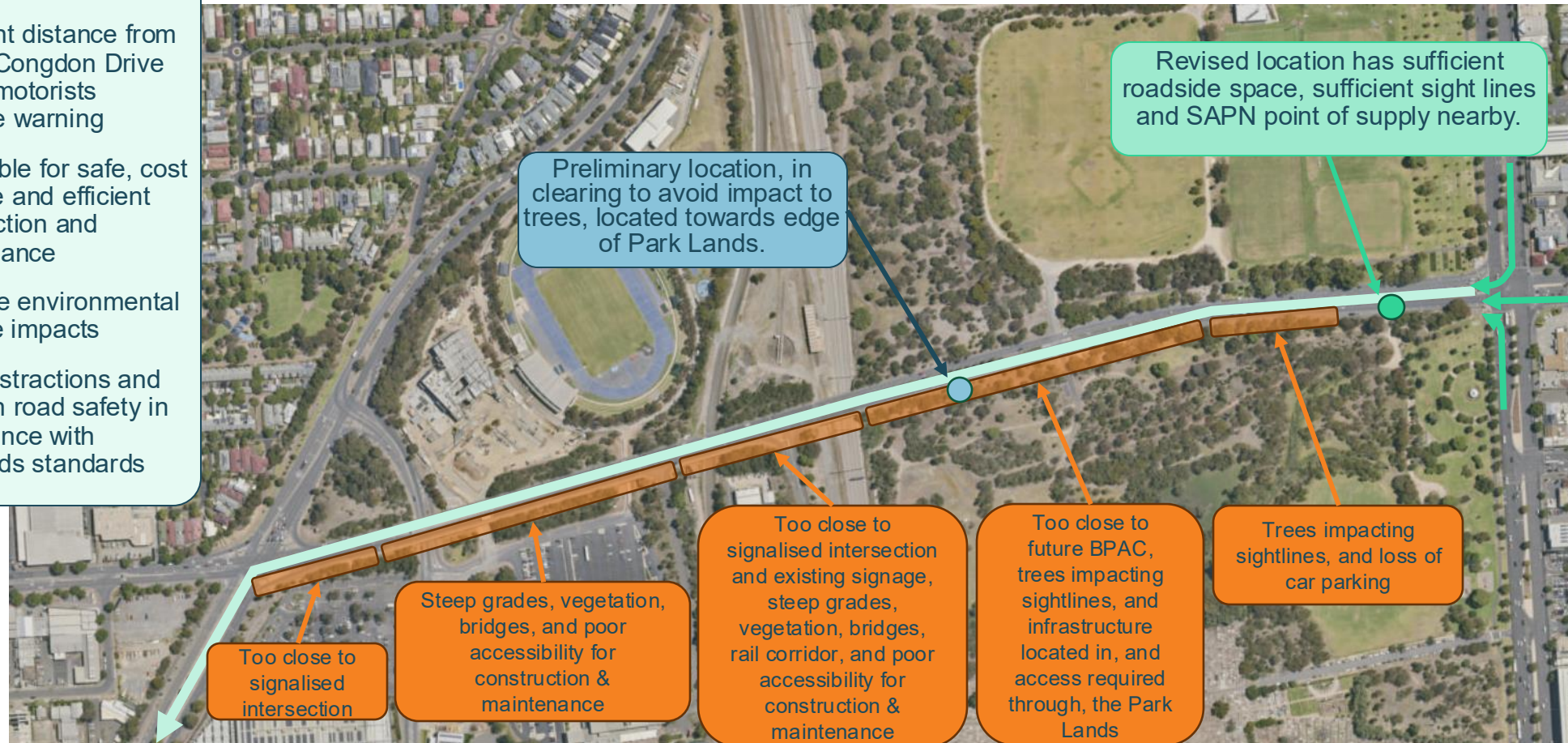


- T2D design has a motorway on-ramp from James Congdon Drive for southbound traffic from City and Inner Ring Route (Port Road).
- Westbound traffic from City on SDBD will need to be provided vital information on traffic conditions on the North-South Motorway, as well as SDBD west of James Congdon Drive (towards Adelaide Airport) and South Road (northbound).
- Will assist in reducing traffic impacts back into the City.

SDBD Site Selection

Requirements

- Sufficient distance from James Congdon Drive to give motorists advance warning
- Accessible for safe, cost effective and efficient construction and maintenance
- Minimise environmental and tree impacts
- Avoid distractions and maintain road safety in accordance with Austroads standards



SDBD Site Selection – Preliminary

Preliminary Site Location



Considerations

- Located approximately 700m in advance of the intersection with James Congdon Drive.
- There is clear space and ground is relatively level at this location to support the VMS and cabinets.
- VMS would be over roadway to avoid removal of trees.
- Longer distance for power from SAPN connection.
- Maintenance vehicle access within Park Lands (outside road reserve).
- Preliminary feedback from Council was not to have infrastructure in Park Lands.
- Subsequent feedback of potential future Bicycle and Pedestrian Activated Crossing (BPAC) impacted selected site.

SDBD Site Selection – Selected

Current Site Location



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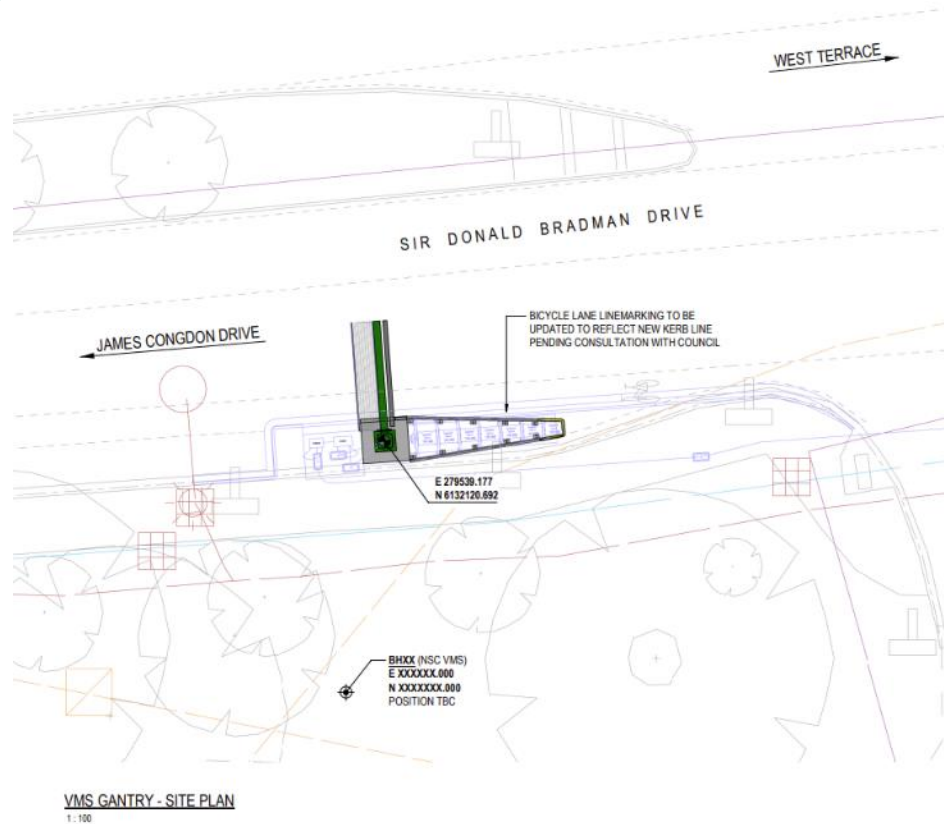


Considerations

- Approximately 110m from the intersection of Sir Donald Bradman Drive and West Terrace (AS4582 states 140m).
- Achieves minimum 6.2s reading time required by DIT Master Specifications.
- For the **Preferred Design (Type A VMS)**, gantry, cabinets and conduits are completely within the road reserve.
- Minimises impact to existing vegetation – may require minor pruning of low branches on one tree.
- Close to SAPN points of supply.

Preferred Design – Layout

Layout

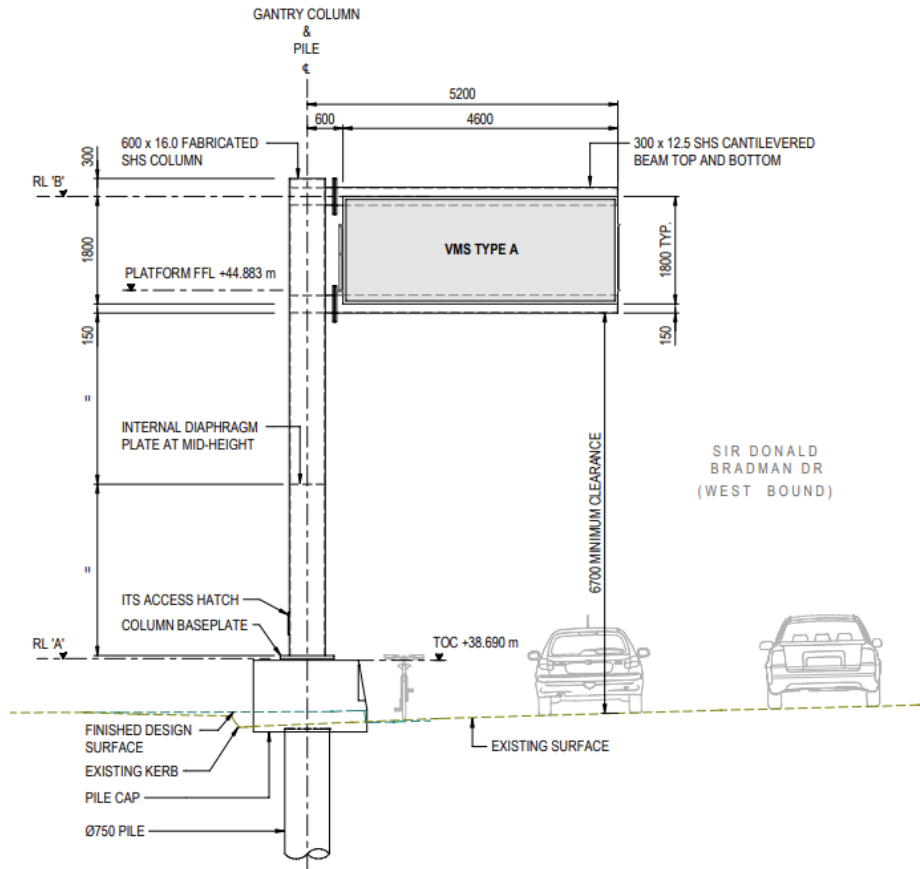


Design Considerations

- Located in the road reserve outside of GS Kingston Park / Wirrarninthe (Park 23) and away from trees.
- Occupies a footprint less than 20m² within the road reserve, with loss of only one car park and maintenance of shared use path and on-road bicycle lane.
- Gantry constructed on a short concrete plinth (820mm) with a sloped face on traffic side with battleship crash barrier protection on approach.
- Crash barrier equipped with wide-type crash cushion at its eastern (approach) end.
- 1.7m high and 0.8m wide traffic signals cabinet, used as the intelligent transportation system (ITS) cabinet to be installed on the western side of the gantry.
- On-street parking is proposed for maintenance vehicles along Sir Donald Bradman Drive within the vicinity.

Preferred Design – Appearance

Elevation – looking west



Design Considerations

- 8.7m total height (top of gantry and VMS board).
- 4.6 x 1.8m (VMS board) cantilevered over the carriageway with a 6.7m clearance to traffic.
- The gantry and maintenance platform enables safe maintenance with minimal traffic disruption (required by Department's Master Specifications).
- Gantry coloured Dark Green in accordance with NSC T2D Urban Design requirements.
- Requires crash cushion and concrete barrier to meet Austroads safety requirements – crash cushion must have yellow end.
- Design has kept footprint of site to a minimum, including an accepted DIT departure to use a traffic signals cabinet as ITS cabinet.

Preferred Design – Visual Impact

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Assessment

- Smaller scale than existing trees
- Crash barrier and gantry is prominent but consistent with expectations of road environment
- VMS of similar scale to existing directional signage gantries in Park Lands
- No change to hard footprint within the Park Lands

* Artist's impression only

Preferred Design – Comparative Assessment

Port Road



West Terrace



Wakefield Road



Preferred
VMS sign



Preferred Design – Reasons & Benefits



Visibility – overhead gantry is most visible to motorists, can utilise graphics to messages and flashing LED lights can be integrated.

Legibility – more conspicuous and more characters provides improved messaging

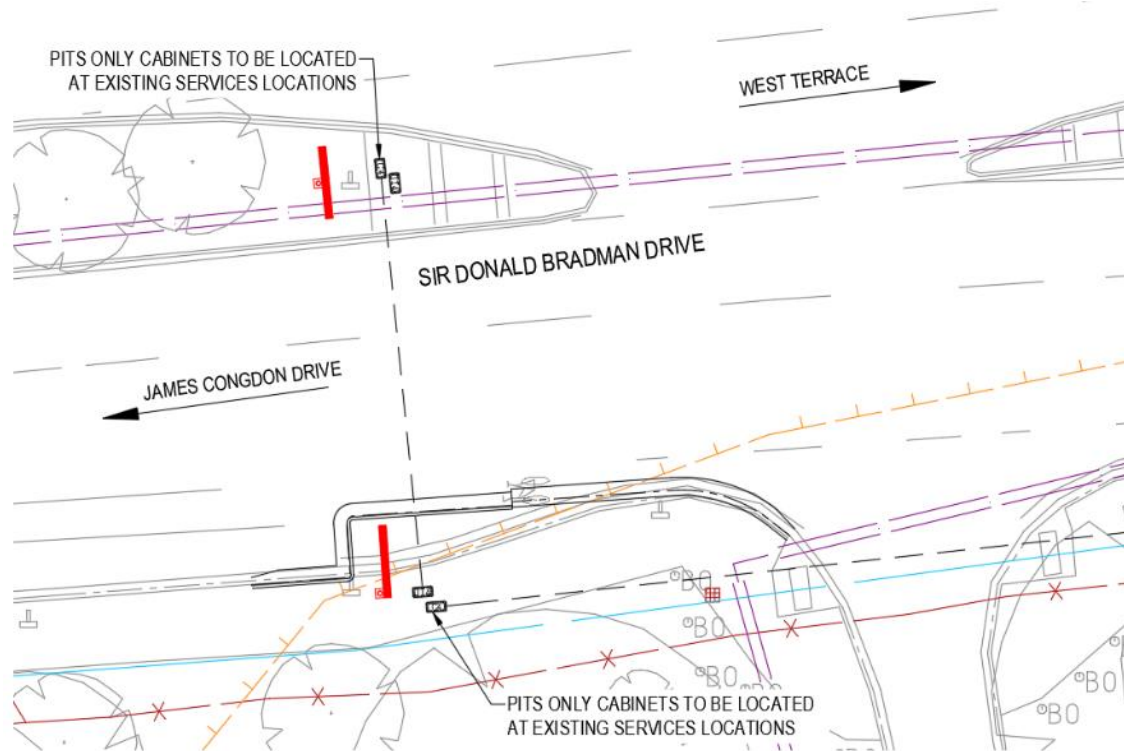
Safety and Resilience – example left is following collision with crash barrier protecting VMS on Regency Road approaching North-South Motorway.

Maintenance access – integrated platform allows minor maintenance work to signage without lane closures.



Alternate Design – Layout

VMS Layout

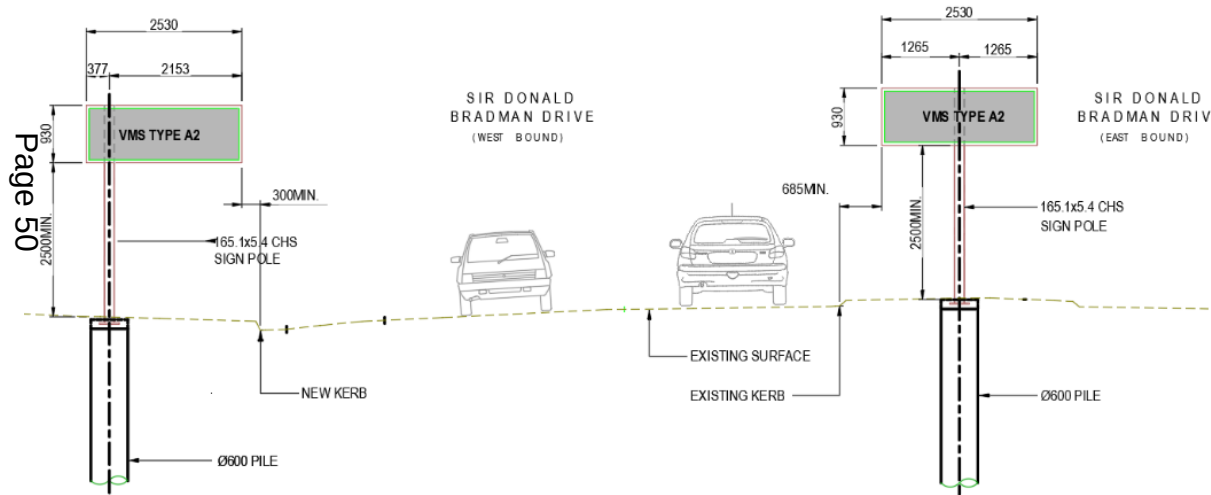


Design Considerations

- Located in the road reserve outside of GS Kingston Park / Warrarninthe (Park 23) with two separate **Type A2** VMS signs situated on the left verge and central median
- Is not the preferred option of TMC due to being less visible and less messaging capability.
- Use of **energy absorbing pole buffers** enables removal of crash cushion and concrete barrier:
 - Will need Technical Services acceptance of design departure.
- Cabinets will need to be moved away from roadside as they no longer have barrier protection.
- Avoids impacting on street trees in median and no loss of car parking.
- On-street parking is proposed for maintenance vehicles along Sir Donald Bradman Drive within the vicinity.

Alternate Design – Appearance

Elevation – looking west



Design Considerations

- Type A2 signs 2.53 x 0.93m in dimension on frangible poles (similar to traffic light poles).
- Total height of at least 3.43m with minimum 2.5m clearance.
- Requires use of **energy absorbing pole buffers**.



Alternate Design – Visual Impact



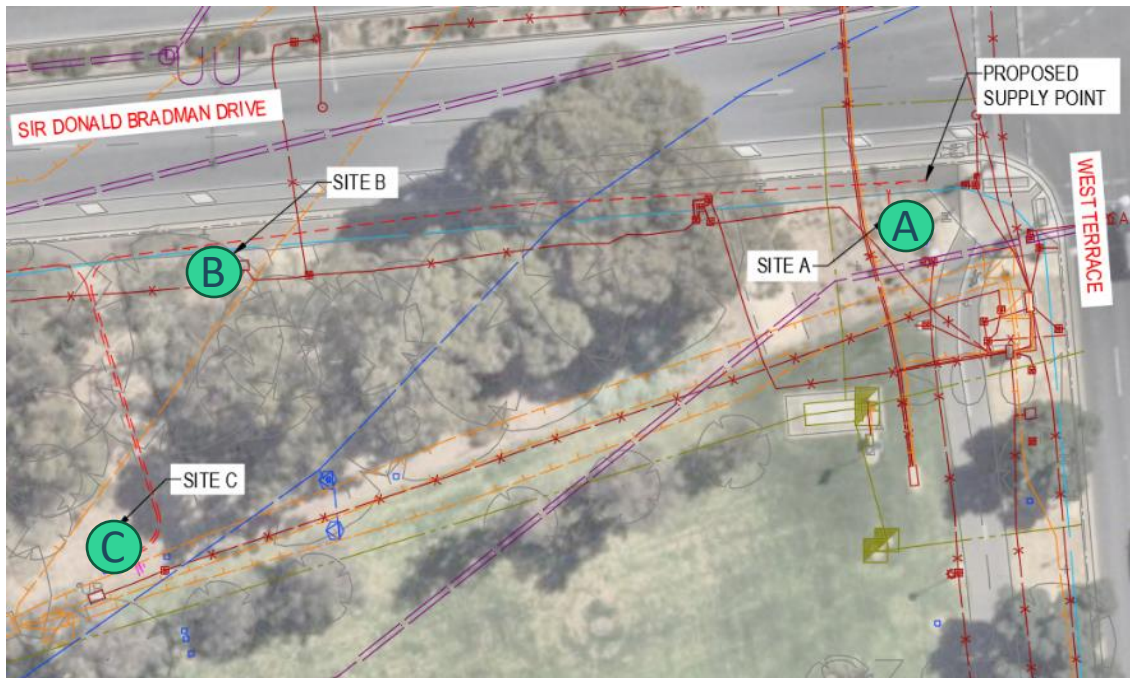
Assessment

- Small scale that blends into background – less visible or noticeable for motorists
- Energy absorbing pole buffers have signage consistent with road environment
- VMS of similar scale to existing directional signage on poles in Park Lands
- Small increase to hard footprint within the Park Lands for ITS cabinets and requires trenching from supply points.

* Artist's impression only

Alternate Design – Potential Cabinet Locations

ITS Cabinet site options



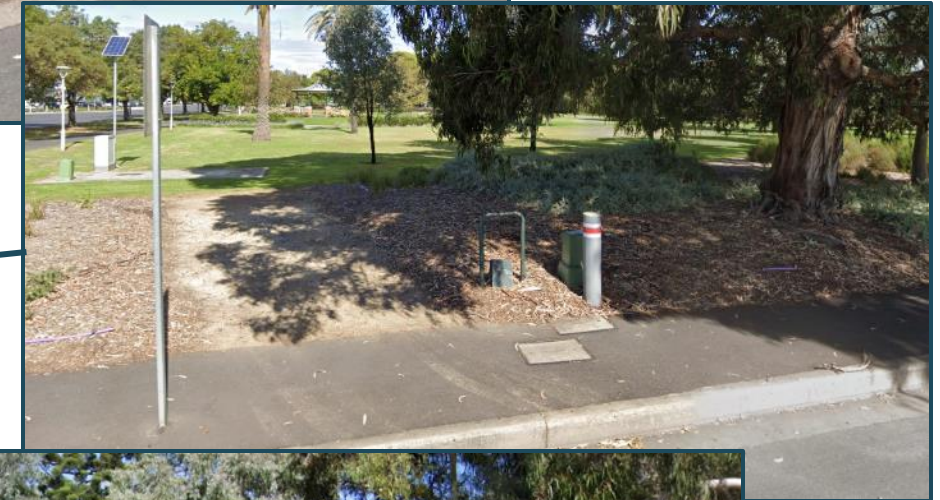
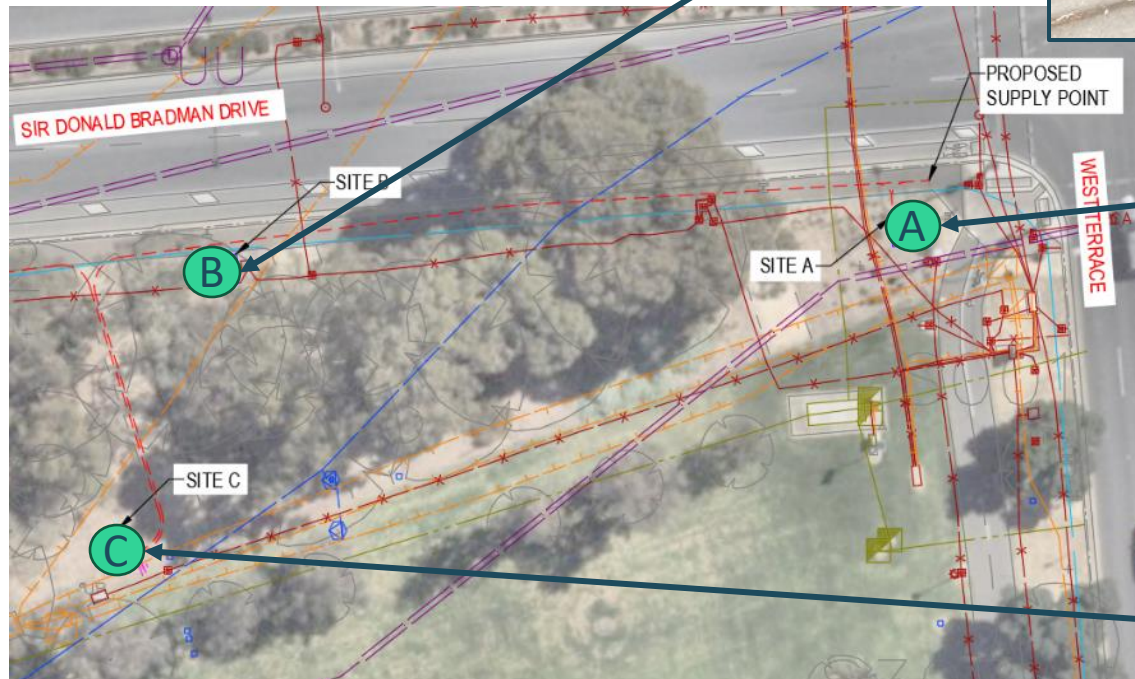
Design Considerations

Pit and Cabinet footprint is 5m² within GS Kingston Park / Wirrarninthi (Park 23) adjacent to existing services / cabinets.

- **SITE A** – Close to power supply and in vicinity of existing Gas Cabinets near West Terrace intersection.
- **SITE B** – Close to existing power cabinet adjacent to footpath.
- **SITE C** – Close to existing UP Cabinet along footpath in GS Kingston Park.

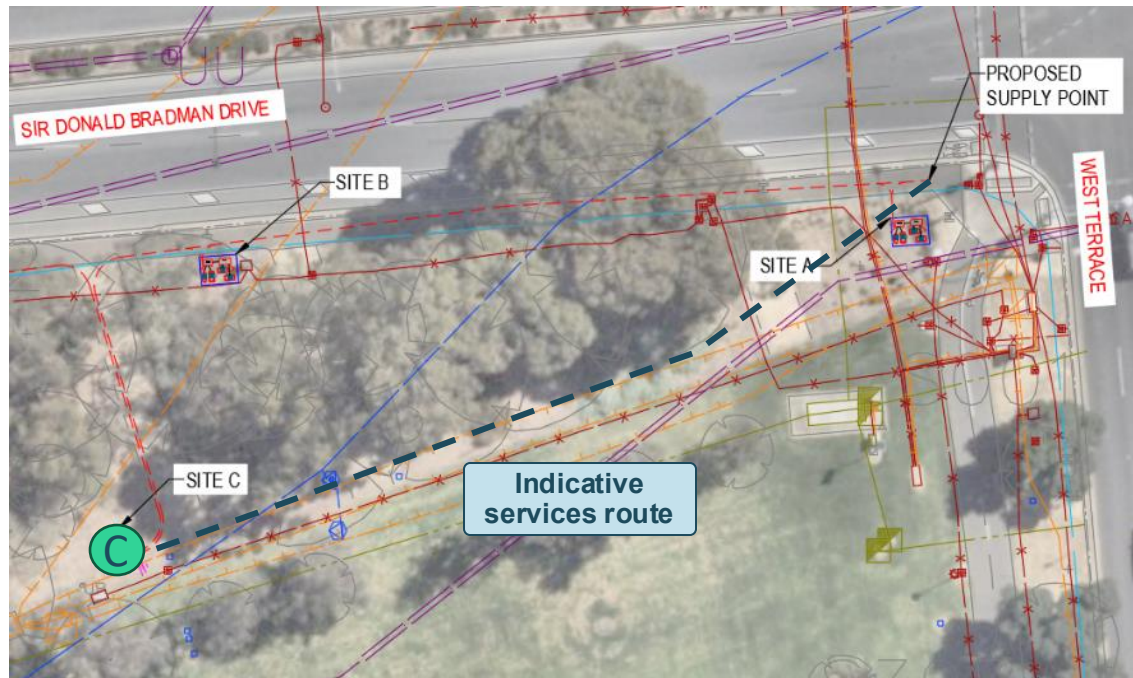
Alternate Design – Potential Cabinet Locations

ITS Cabinet site options



Alternate Design – Preferred Cabinet Location (Council staff)

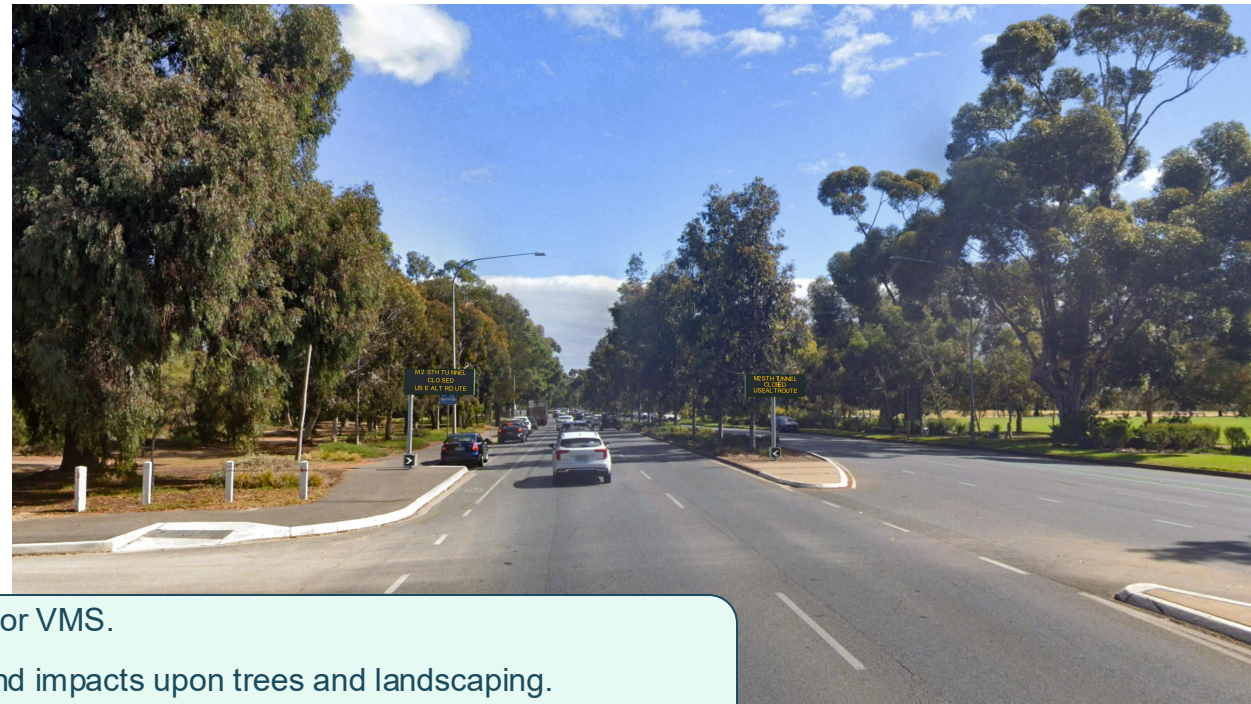
ITS Cabinet site options



Comparison of Design Approaches

Preferred Design

Alternate Design



- Location most viable considering requirements for VMS.
- Both options minimise footprint in Park Lands and impacts upon trees and landscaping.
- Negligible to no impact to the heritage value of the Park Lands or cultural heritage.
- Acceptable visual impact consistent with existing road infrastructure and arterial road environment.
- Maintenance of footpaths and bicycle lanes and minor impacts to car parking.

Engagement approach

- Engagement with City of Adelaide staff on proposed VMS:
 - Discussions on preliminary site in 2024
 - Meeting on selected site and preferred design 3 April 2025
 - Meeting on revised compromise design 17 April 2025
 - Meeting on-site 30 April 2025 to review ITS Cabinet site options for compromise design.
- **Seek endorsement of proposal from Kadaltilla and City of Adelaide to construct VMS at Sir Donald Bradman Drive within the Park Lands.**
- No specific engagement with community or other stakeholders proposed given this is essential safety component of road infrastructure within the road corridor.
- VMS is an advertising display or sign exempt from development approval in accordance with Clause 5(k)(v) of Schedule 13 of the *Planning, Development and Infrastructure (General) Regulations 2017*.
- Formal agreements executed with City of Adelaide and permits obtained.
- Procurement and construction proposed for Q4 2025.

T2D → TORRENS TO DARLINGTON



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Government
of South Australia

Department for Infrastructure
and Transport

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Kadaltilla

Adelaide Park Lands Authority

Peppermint Park (Park 18) and Pelzer Park (Park 19) Community Sports Building Early Advice Prior to Design

Public

**Thursday, 26 June 2025
Board Meeting**

Author:

Jennifer Kalionis, Associate
Director City Culture

Purpose

The purpose of this presentation is to provide an opportunity for the Adelaide City Football Club to present to the Kadaltilla / Adelaide Park Lands Authority Board Members and seek comments and advice on the Lessee's proposed redevelopment of the community buildings located in Peppermint Park / Wita Wirra (Park 18) and Pelzer Park / Pityarilla (Park 19).

The presentation is at the request of the Adelaide City Football Club and no request for funding is being proposed by Council at this stage.

Adelaide City Football Club is the current Lessee of the existing community sports buildings in Park 18 and the western building in Park 19. The Club is seeking Council consideration of redeveloping and relocating the existing community building to a consolidated, central location within Park 19.

The proposal aligns with the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy by creating a welcoming, inclusive space that maximises community benefits. It consolidates buildings to enable shared use spaces and provides publicly accessible amenities that meet user needs, including toilets, drinking water, and improved lighting.

The proposed redeveloped building could service six large playing fields in Park 19 and two additional fields in Park 18. The fields are used by more than ten community organisations, with an estimated 60,000 participants annually.

Key Questions

What comments and advice can Kadaltilla / Adelaide Park Lands Authority Board provide the Lessee on their proposal for potential redevelopment and relocation of the existing community buildings located in Peppermint Park / Wita Wirra (Park 18) and Pelzer Park / Pityarilla (Park 19)?

- END OF REPORT -



PEPPERMINT PARK / WITA WIRRA (PARK 18) AND PELZER PARK / PITYARILLA (PARK 19)

COMMUNITY SPORTS BUILDING CONCEPT DESIGN, SAFETY INFRASTRUCTURE, GROUNDS REVITALISATION

June 2025

Angelo Carrozza, President, Adelaide City Football Club

Matt Neagle, Director Stakeholders, Adelaide City Football Club



Community Sports Building Concept Design



Introduction

- Proposed for central location S/E Park Lands Precinct.
- Adelaide City Football Club long-term lessee of Park 19B / Park 18.
- Caters for a diverse range of 10 community user groups.
- Schools, Sporting Organisations, Non-For-Profits.
- Equating to more than 60,000 participants annually.
- Continued growth expected, particularly across female participation.
- Seeking feedback from Kadaltilla members on design.
- Seeking support to progress to detailed design.
- State and Federal Government's engaged.
- Adelaide City Football Club celebrates 80 years in 2026.



Community Sports Building Concept Design



Community Users

- Adelaide City Football Club.
- Adelaide City Unito Football Club.
- Hutt Street Centre and Support Services.
- Prince Alfred Collegians Soccer Club.
- St Aloysius College.
- Adelaide Elite Football Academy.
- Christian Brothers College.
- Gianluca Academy.
- Glide Association.
- Aboriginal Soccer Academy.





Existing Buildings

- Peppermint Park / Wita Wirra (Park 18 Community Sports Facility).
- Bounded by Glen Osmond Road, Hutt Road, and South Terrace.
- Built in the 1980s and paid for by the Adelaide City Football Club.
- Leased by the Adelaide City Football Club.
- 212 SQM.
- Supports three sporting fields.
- The Park 18 facility has minimal use by community users, due to its poor condition.
- The toilets and storage areas are used periodically as required during participation activities.



Park 18





Existing Buildings

- Pelzer Park / Pityarilla (Park 19A Community Sports Facility).
- Bounded by Glen Osmond Road, Unley Road, Greenhill Road, and Hutt Road.
- Built in the 1980's by the city of Adelaide.
- Leased by the Adelaide Comets Football Club.
- Existing community sporting facility size 112 sqm.
- Supports two sporting fields.
- The Park 19A facility has minimal use by community users, due to its poor condition.
- The toilets are used periodically as required during participation activities.

**Camping in this area is prohibited
without written permission of
Council. Items left unattended in this
area will be removed by Council**

Please phone 82037203 should you require further
information.

Storage facilities for personal belongings are available at the
following locations:

Westcare Day Centre
Millers Court
(off Wright St)
Adelaide

Byron Place
61/67 Byron Place
Adelaide

Hutt Street Centre
258 Hutt St
Adelaide



Park 19A



Existing Buildings

- Pelzer Park / Pityarilla (Park 19B Community Sports Facility).
- Bounded by Glen Osmond Road, Unley Road, Greenhill Road, and Hutt Road.
- Built in the 1980s and paid for by the Adelaide City Football Club.
- Leased by the Adelaide City Football Club.
- Existing community sporting facility size 511 sqm (Main Community Sports Building).
- Supports six sporting fields.
- Those constructing the existing Community Sports Buildings would not have envisaged the level of usage that it now services. The usage will grow as the Adelaide City Football Club and governments continue investing in the playing surfaces and sports lighting, expanding carrying capacity and programming opportunities.

Park 19B





Risks To Safety

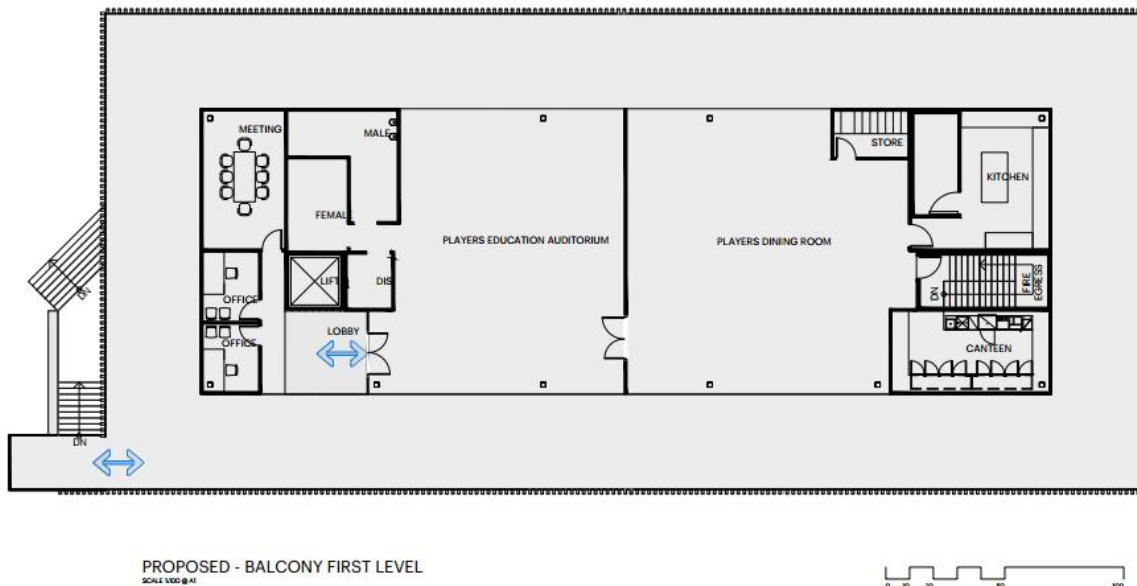
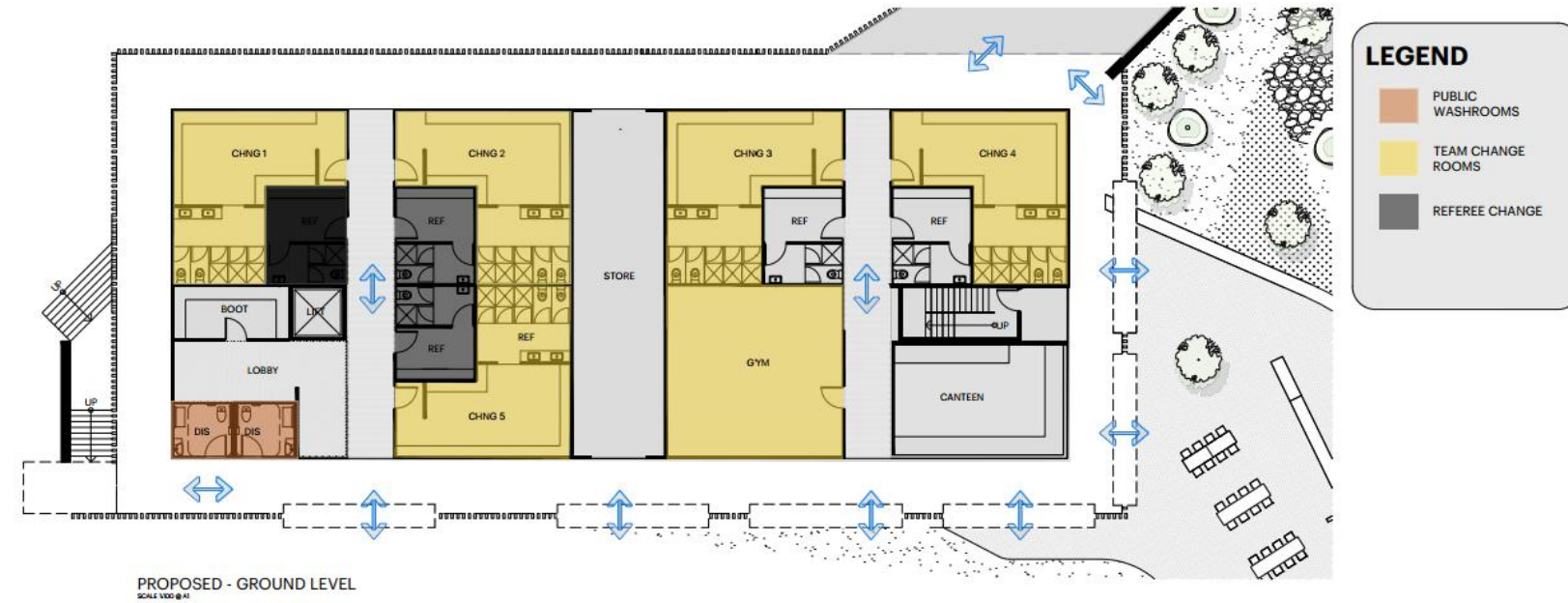
- Limited lighting and dark pathways from designated on-street parks.
- Increasing number of itinerants, some drug affected.
- Participants including young children need to navigate at night.
- Current facility a significant distance from playing fields.
- Increased risk for those who require medical aid or amenities.
- Limited parking along boundary thoroughfares pose significant risks for drop-off or pick-up – often during peak hour traffic.
- Increased vandalism to infrastructure including copper theft.





Concept Design

- Community clubroom for social and cultural activities.
- Meeting rooms to support collaboration.
- Small canteen/kitchen/bar to support community events.
- 5 versatile change rooms catering for male and female participants.
- Gymnasium.
- Public washrooms and amenities including access to fresh water.
- Meets contemporary requirements for access, size and quality.
- Meets Australian building standards for diversity access.
- Sustainability considerations for building and site.



EXISTING FACILITIES
FOOTPRINT AREA 511m²

PROPOSED FACILITY
FOOTPRINT AREA 500m²

Community Sports Building Concept Design



Community Sports Building Concept Design



Community Sports Building Concept Design



1 Existing Pitch (Grass)

3 Enlarged Main Pitch (Grass)

2 New Community Sports Building

4 Existing Jnr. Pitch (Grass)

Community Sports Building Concept Design



Funding and Scope

- Adelaide City Football Club has committed \$250,000.
- An estimated further \$6,250,000 is required.
- Federal and State Governments have indicated support.
- City of Adelaide is not being asked for a financial contribution.
- New facility would service 6 large playing fields in Park 19B.
- Potentially a further 4 playing fields in Park 18 and Park 19A.
- Seeking to construct fit for purpose building – smaller footprint.
- Upgrade condition and sustainability of existing pitches.
- Install improved safety lighting, pathways and access.



Policy Alignment

- Alignment with the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy.
- Alignment with the Adelaide Park Lands Management Strategy – Towards 2036.
 - Goal 1 - Places and Spaces.
 - Goal 2 – Connections and Networks.
 - Goal 3 – Natural Systems, Cultural Landscapes, and Climate Resilience.
- Meets the purpose for which the land is held, including providing supporting fields and fit for purpose support facilities.
- Supports the consolidation of facilities and return of open space to the community.
- Considered expectation for minimal facilities requirements across Football Australia, Football SA, Office of Recreation & Sport, Adelaide Park Lands Community Building Design Guidelines.



Benefits Realised

- All-inclusive and safe environment for more than 500 Adelaide City Football Club players, families, supporters and visitors.
- Supports significant participant growth across all community organisations, in-particular females.
- Supports growth in the City and surrounding Council areas.
- Provides trail, path connectivity and improving active access.
- Enhances connectivity along waterways and biodiversity corridors.
- Protects and enhances Aboriginal cultural heritage and practices.
- Acknowledges population trends and demographic projections.
- Improves response to climate resilience in the Park Lands.
- Returns space, improves vegetation quality / tree canopy coverage.



Integration Hutt Street South

- Proposed Community Sports Building adjacent Hutt Street Entry Statement Project.
- Presents a unique opportunity to contribute to a practical and meaningful extension to the Hutt Street project, to ensure that the adjacent Park Lands are incorporated, with not just a pedestrian or cyclist pathway, but by invigorating the entire precinct and encouraging connectivity.



ages





Honour Indigenous Sporting Stars

- Our desire is to honour our Indigenous sporting stars through the construction of a permanent tribute integrated into the proposed Community Sports Building precinct.
- Would also recognise and celebrate our cultural diversity.
- Recognise the deep Indigenous connections to the Southern Park Lands and educate the broader community about this story.



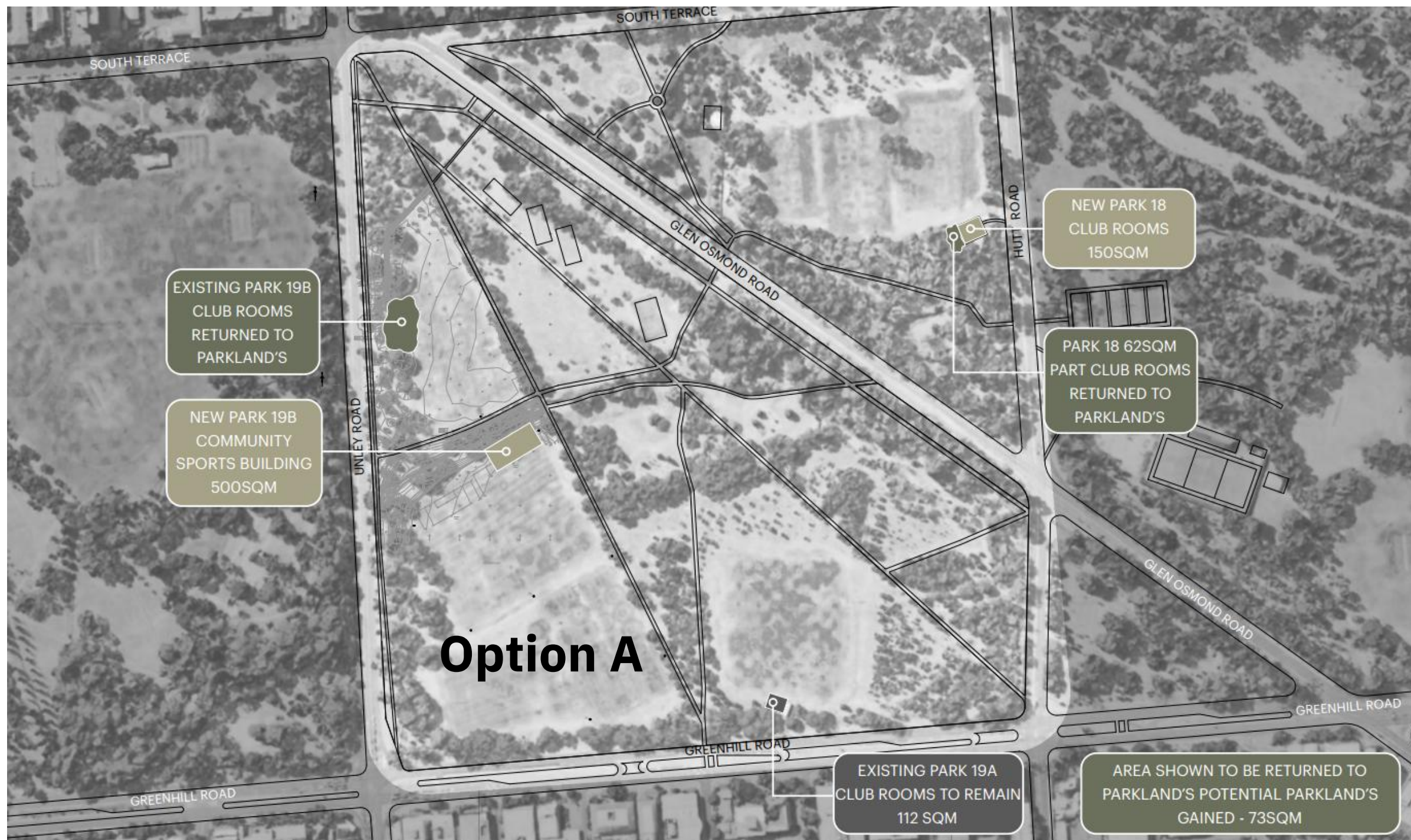
Indigenous Sporting Stars Tribute



Open Space Returned

Park	Facilities Footprint SQM
Current Park 18	212
Current Park 19B	511
Current Park 19A	112
Existing Total Facilities Footprint	835
Option A (if Park 19A building remains)	Facilities Footprint SQM
New Park 18 Concept Design	150
New Park 19B Concept Design	500
Potential Parklands Gained	73
Option B (includes demolishing of Park 19A facility)	Facilities Footprint SQM
New Park 18 Concept Design	150
New Park 19B Concept Design	500
Potential Parklands Gained	185

73-185 SQM







THANK YOU

Kadaltilla

Adelaide Park Lands Authority

Golden Wattle Park / Mirnu Wirra (Park 21 West) - Lease Consultation Findings and Community Building Detailed Design

Public

**Thursday, 26 June 2025
Board Meeting**

Author: Jennifer Kalionis,
Associate Director City Culture

Purpose

The purpose of this report is to seek Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) support of the:

- 21-year Park Lands Community Lease Agreement for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West); and
- Detailed Design of the Park Lands Community Building at Golden Wattle Park / Mirnu Wirra (Park 21 West).

The Adelaide Community Sports and Recreation Association (ACSARA) has been operating in Park 21 West for over 35 years and currently holds a 12-month lease for the facilities, due to expire on 30 September 2025.

Maintaining ACSARA's tenure through a proposed 21-year lease will support the ongoing delivery of sport and recreational outcomes as envisaged by the Adelaide Park Lands Management Strategy and the Community Land Management Plan.

Following support by Kadaltilla and approval by Council, public consultation on a draft 21-year Park Lands Community Lease Agreement occurred between 27 March and 17 April 2025.

This report provides an overview of the outcomes from the public consultation on the draft Lease Agreement and highlights the proposed updates to the lease based on community feedback and Council Administration's review.

This report includes Administration's analysis of the Detailed Design of the Community Building, confirming its alignment with the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy.

Subject to Kadaltilla support and Council approval:

- The Lease Agreement will be placed before both Houses of Parliament for 14 sitting days (concurrently), prior to execution by Council Administration.
- An application for Development Approval for the Community Building will be lodged, and documents prepared for tender.

Recommendation

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. Notes the findings of the public consultation on the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment A to Item 5.5 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.
2. Notes the tracked changes to the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association in response to public

consultation as contained in Attachment B to Item 5.5 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.

3. Supports the 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association for the community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment C to Item 5.5 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025, for the purpose of being placed before both Houses of Parliament.
 4. Supports the Detailed Design of the Park Lands Community Building at Golden Wattle Park / Mirnu Wirra (Park 21 West) as contained in Attachment D to Item 5.5 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.
-

Implications

Adelaide Park Lands Management Strategy 2015-2025	Adelaide Park Lands Management Strategy 2015-2025 Activities undertaken by the Adelaide Community Sports and Recreation Association (ACSARA) are consistent with the Adelaide Park Lands Management Strategy, in particular: • Strategy 1.4 - Support activation of the Park Lands by upgrading and enhancing buildings and structures responsive to their park setting. • Strategy 1.5 - Create spaces to accommodate cultural, sporting, artistic and recreational events of varying types and sizes.
2023-2028 Strategic Plan	Kadaltilla / Adelaide Park Lands Authority 2023-2028 Strategic Plan Strategic Plan Alignment – Expert Advice Function as the peak advisory body for policy, development, heritage, and management of the Park Lands based on sound data and evidence.
City of Adelaide Strategies	City of Adelaide Strategic Plan 2024 – 2028 - Enable community-led services which increase wellbeing, social connections and participation in active lifestyles, leisure, recreation and sport.
Policy	Consistent with the Adelaide Park Lands Community Land Management Plan, the Adelaide Park Lands Leasing and Licensing Policy (2016), and the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy.
Consultation	Public consultation on the draft Lease Agreement took place over a three-week period per the City of Adelaide's Community Consultation Policy. The Detailed Design for the Community Building in Golden Wattle Park / Mirnu Wirra (Park 21 West) was developed in consultation with ACSARA.
Resource	This project and the granting of a new Park Lands Community Lease Agreement (Lease Agreement) will be undertaken within current operational resources.
Risk / Legal / Legislative	<u>Adelaide Park Lands Act 2005 (SA)</u> Subject to further consideration by Kadaltilla and Council, the Lease Agreement will be placed before both Houses of Parliament for 14 sitting days (concurrently), prior to execution by Council Administration. A 'Level 1' request for information was submitted to Taa Wika, the Aboriginal Affairs and Reconciliation (AAR) Cultural Heritage Register. On 5 March 2025, advice was received from AAR that it "holds no records in its central archives for Aboriginal heritage within your search area". The search area covered a 30m radius buffered area surrounding the current and planned sports facility. A letter was sent to Kaurna Yerta Aboriginal Corporation (KYAC) on 7 April 2025, providing them with a copy of the response from AAR and confirming a planned ground-penetrating radar (GPR) archaeological survey of the area, which took place on 1 May 2025. The GPR survey was conducted primarily to identify areas of archaeological potential relating to 19th-century history and to scan for any other indicators of archaeological potential, and was undertaken in collaboration with Heritage SA and Flinders University.
Design	The Detailed Design for Park 21 West was developed in accordance with the Adelaide Park Lands Building Design Guidelines and the Good Design Principles provided by the Office for Design and Architecture South Australia.

Opportunities	By maintaining ACSARA's presence in Park 21 West, the project ensures the continued delivery of sport and recreational benefits, consistent with the objectives of the Adelaide Park Lands Management Strategy and the Community Land Management Plan for Park 21 West. The redeveloped Community Building will support community sport and provide accessible facilities for all visitors to the Park Lands.
City of Adelaide Budget Allocation 24/25	The Lease Agreement includes lease fees (building rent) and licence fees (outdoor facilities) per the Adelaide Park Lands Leasing and Licensing Policy (2016). The Community Building redevelopment will be funded by contributions from the City of Adelaide (\$3.12m) and ACSARA (\$2.55m). ACSARA's contribution includes a \$1.55m State Government grant.
Capital Infrastructure Projects	Construction of a new Community Building and disposal of an existing Community Building asset.
Life of Project, Service, Initiative or (Expectancy of) Asset	The proposed lease term is 21 years.
Ongoing Costs (eg maintenance cost)	The Lease Agreement (Attachment C) details the proposed maintenance responsibilities of the Lessee and the City of Adelaide.
Other Funding Sources	The ACSARA will contribute \$2.55m to redevelop a Community Building that will form part of the proposed lease area.

Discussion

Background

1. The Adelaide Community Sports and Recreation Association (ACSARA) is the Lessee of a Community Building and three playing fields in Golden Wattle Park / Mirnu Wirra (Park 21 West).
2. In 2019, following an Expression of Interest (EOI) process, ACSARA was granted a five-year Park Lands Community Lease Agreement for the community sports facilities in Park 21 West. This lease expired on 30 April 2024. ACSARA currently holds a short-term lease, which is due to expire on 30 September 2025.
3. ACSARA delivers valuable recreational and social programs that align with the purpose of the Park Lands and the City of Adelaide's strategic priorities. The association has operated in Park 21 West for over 35 years. Administration estimates that the community sports facilities are used by approximately 88,000 participants annually - equating to around 1,700 users each week.
4. On 27 February 2025, Kadaltila resolved:

'That the Kadaltila / Adelaide Park Lands Authority:

 1. *Notes that on 10 December 2024, Council endorsed Attachment A to Item 6.2 on the Agenda for the meeting of the Board of Kadaltila / Adelaide Park Lands Authority held on 27 February 2025, a Community Building Concept Design for Golden Wattle Park / Mirnu Wirra (Park 21 West)*
 2. *Endorses the exemption of the Adelaide Community Sports and Recreation Association, from the requirement to undertake an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licencing Policy 2016.*
 3. *Endorses a draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the Adelaide Community Sports and Recreation Association (Lessee) for community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West), as contained in Attachment B to Item 6.2 on the Agenda for the meeting of the Board of Kadaltila / Adelaide Park Lands Authority held on 27 February 2025, for the purpose of public consultation.*
 4. *Notes that a public consultation report will be presented to Kadaltila / Adelaide Park Lands Authority in June 2025.*

5. On 11 March 2025, Council resolved:

‘That Council:

1. *Notes that on 10 December 2024, Council endorsed a Community Building Concept Design for Golden Wattle Park / Mirnu Wirra (Park 21 West)*
2. *Approves the exemption for the Adelaide Community Sports and Recreation Association, from the requirement to secure a lease through an Expression of Interest process in accordance with section 13.1 of the Adelaide Park Lands Leasing and Licencing Policy 2016.*
3. *Approves the draft 21-year Park Lands Community Lease Agreement between the City of Adelaide (Lessor) and the Adelaide Community Sports and Recreation Association (Lessee) for community sports facilities at Golden Wattle Park / Mirnu Wirra (Park 21 West), as contained in Attachment A to Item 7.3 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 March 2025, for the purpose of public consultation.*
4. *Notes that the findings of the public consultation will be presented to the City Community Services and Culture Committee in July 2025.*

Lease Consultation

6. Community consultation on the draft Lease Agreement commenced on 27 March 2025 and was conducted over a three-week period, concluding on 17 April 2025. The consultation process included:
 - 6.1. Publication of public notices (Gazette and The Advertiser).
 - 6.2. Information on the City of Adelaide (CoA) and Our Adelaide websites.
 - 6.3. Copies of the draft Lease Agreement available for viewing at all CoA libraries and community centres.
7. Community feedback was collected and analysed, with a summary provided in Attachment A. The analysis indicates community support for the draft Lease Agreement, with 88% of the 43 respondents in agreement with the proposed lease terms and conditions.
8. The primary themes from the feedback received were:

Theme	Context
Maintenance and Financial Responsibilities	Many respondents expressed concerns regarding the lessee's financial and maintenance obligations, suggesting adjustments to better balance obligations between ACSARA and Council.
Fairness, Security and Reasonable Agreement	Many respondents found the lease terms fair, balanced, and reasonable.
Community Benefit, Support and Long-term Tenure	Several respondents referenced the long-term lease arrangement, noting the community benefits from continued sport and recreation activities. The longevity of ACSARA's involvement was particularly valued for ensuring community stability and continuity.

Draft Lease Agreement

9. As a result of community feedback and Council Administration's review, a series of amendments to the draft Lease Agreement are proposed, as shown in Attachment B.
10. Specifically, the responsibility for renewing certain building assets has been transferred from the Lessee to the City of Adelaide (COA). Renewal means activities that restore, rehabilitate or replace an existing asset to its original capacity. The assets proposed for renewal by CoA align with the responsibilities of a building owner/landlord, ensuring the building remains structurally sound, secure, and adheres to building codes and fire safety regulations. The renewal of these assets will be funded through the CoA's Buildings Asset Management Plan. Those assets include:
 - 10.1. Floors and Internal Walls
 - 10.2. Cladding
 - 10.3. Doors and Windows
 - 10.4. Electrical Supply / Meter Boards
 - 10.5. Fire Exit Doors

- 10.6. Fire Indicator Panel
- 10.7. Heating and Cooling System
- 10.8. Hot Water Service and Pipes
- 11. The lease agreement includes a comprehensive maintenance schedule detailing the Lessee's maintenance responsibilities. Adhering to the maintenance schedule will extend the useful life of the assets. The Lessee will be financially responsible for this maintenance, in addition to maintaining the playing fields.
- 12. A Special Condition has been added to recognise Royal Adelaide Show parking on the licensed playing fields in Park 21 West.
- 13. These amendments are not sufficiently material to warrant re-consultation on the lease agreement. The essential terms of the draft Lease Agreement remain unchanged, including:
 - 13.1. Term:
 - 13.1.1. The proposed lease term is 21 years, structured as 7+7+7, with the Lessee having the option to exercise its rights to renew a second and third seven-year term.
 - 13.1.2. If the Lessee does not comply with the lease terms, they will forfeit their entitlement to renew the lease. This gives the ACSARA security to realise the benefits of their financial investment while ensuring CoA retains oversight of compliance and performance at each renewal stage.
 - 13.2. Building Rent:
 - 13.2.1. \$55 per square metre, discounted by 80% (per Policy for community recreation and sports organisations) and reviewed annually as per the CoA's endorsed Fees and Charges.
 - 13.3. Licence Fees:
 - 13.3.1. As per the CoA's annually endorsed Fees and Charges, applied from 1 July each year.
 - 13.4. Permitted Use:
 - 13.4.1. Community sport and associated community development (not-for-profit) activities.
 - 13.5. First Right of Use
 - 13.5.1. The playing fields are licensed, providing the Lessee with first rights of use, but not exclusive use.
 - 13.5.2. The Lessee is required to use reasonable endeavours to make the Community Building and playing fields available for use by not-for-profit community groups and organisations.
- 14. The proposed 21-year term reflects ACSARA's \$2.55m contribution to redeveloping the existing Community Building, which forms part of the proposed lease area. The lease agreement contains a special condition linking it with a 'Funding and Project Works Agreement' between CoA and ACSARA. Any breach of this agreement will constitute a breach of the lease and vice versa.

Community Building Detailed Design

- 15. Constructed in the 1960s, the existing 375sqm Community Building in Park 21 West does not adequately meet users' needs and is no longer fit for purpose. It lacks compliance with accessibility standards and community sports facility guidelines.
- 16. In response, the City of Adelaide endorsed a Concept Design (Option B) on 10 December 2024 that aligns with the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy. This design considers current usage and future growth and is further outlined in the Kadaltilla report from [27 February 2025](#).
- 17. To inform the development of a Detailed Design, a series of workshops and meetings were held involving ACSARA, Council Administration and consultants. These were informed by:
 - 17.1. an arborist report
 - 17.2. landscape plan
 - 17.3. traffic management plan
 - 17.4. ground-penetrating radar archaeological survey
 - 17.5. level 1 Aboriginal Heritage search
- 18. The Park Lands Community Building Detailed Design (Detailed Design) for Park 21 West is contained in Attachment D to this report.

19. Administration's analysis of the Detailed Design against the Adelaide Park Lands Community Buildings (Sport and Recreation) Policy is summarised in the table below:

Policy Objective	Detailed Design Response
Maximise investment and community benefits by consolidating buildings and creating shared-use facilities and amenities accessible to the public.	The proposed new Community Building will replace the existing Community Building in Park 21W. The Community Building design allows for multiple community groups to utilise the facilities simultaneously. The Community Building features will support formal and informal use of the Park Lands.
Enable the provision of Community Buildings that fulfil their intended purpose, with a building footprint and scale, that minimises the impact on the Adelaide Park Lands.	The Community Building has been designed with a continuous roof, which allows for visual and physical permeability and reduces the mass of the single-level, low-scale design. Existing trees and additional landscape treatments integrate the Community Building with the park setting, noting the proposed removal of two trees: • <i>Lagunaria patersonia</i> – exempt – medium retention value • <i>Eucalyptus leucoxylon</i> – regulated – low retention value The community room transitions out to a covered outdoor area and playing fields for larger gatherings. The building footprint is consistent with what Council endorsed in December 2024 (Option B – 583 sqm).
Create quality, welcoming and inclusive facilities to maximise community benefit.	The Community Building incorporates: • publicly accessible toilets, handwashing facilities, a drinking fountain, shelter and seating. • all services and amenities at ground level for ease of access. The Community Building is located close to Goodwood Road and connects through landscape treatments.
Foster diverse participation in sports and recreation by investing in facilities that meet the needs of users and the public.	The Community Building incorporates: • four unisex changerooms and amenities that can be divided into eight changerooms servicing a range of community sports across the three playing fields. • building elements to support formal and informal use of the Park Lands. • building elements that comply with the Building Code of Australia, the <i>Disability Discrimination Act (1992)</i> and sports facility guidelines for community-level sports competition.
Optimise the sustainable development, efficient use and environmental performance of Community Buildings.	The Community Building: • is sited to maximise summer shading and winter wind protection. • features high-level windows on both sides, which promote natural passive ventilation and reduce the need for artificial lighting. • is proposed to be all-electric. • utilises permeable materials and indigenous plantings for landscaping.
Ensure a consistent approach to designing and redeveloping the upgrade and redevelopment of Community Buildings.	Administration has managed the Detailed Design development in consultation with the proposed Lessee. The Community Building utilises materials and landscape treatments consistent with the Adelaide Park Lands Building Design Guidelines to reflect its park setting.

Next Steps – Lease Agreement

20. Subject to Kadaltila's support, this matter will be presented to the City Community Services and Culture Committee in July 2025.
21. If supported by Council, and subject to any amendments, the draft Lease Agreement will be placed before both Houses of Parliament for 14 sitting days with an obligation for the Presiding Members of each House to lay a copy before the respective House within six sitting days of receiving.
22. There are 21 sitting days from August to November (inclusive). If the Lease is submitted by the end of July 2025, the last legislative process is anticipated to be completed by the end of November 2025.
23. The ACSARA's existing Lease will end on 30 September 2025, and the Administration will arrange under delegation for a short-term Lease until the legislative process is completed.
24. Executing a long-term Lease is critical to delivering this Community Building redevelopment project in Park 21 West.

Next Steps – Community Building

25. Subject to Kadaltila support, the detailed designs for the Community Building will be presented to the City Community Services and Culture Committee in July 2025 for approval before all planning documents are finalised and tender documents are issued for construction.

Attachments

Attachment A – Engagement Summary – Draft 21-year Park Lands Community Lease Agreement – City of Adelaide (CoA) and the Adelaide Community Sports and Recreation Association (ACSARA)

Attachment B – Draft Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West) – *Tracked Changes Version*

Attachment C – Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West) – *Final Version*

Attachment D – Detailed Design for the Park Lands Community Building at Golden Wattle Park / Mirnu Wirra (Park 21 West)

- END OF REPORT -

Our Adelaide

Engagement Summary

Project: Draft Park Lands Community Lease Agreement

**Adelaide Community Sports and Recreation Association – Golden Wattle Park /
Mirnu Wirra (Park 21 West)**



**Our
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Community Engagement Summary

Park 21W – ACSARA Lease Consultation



Introduction

This report presents the results of public consultation on a proposed 21-year Park Lands Community Lease Agreement between the City of Adelaide and the Adelaide Community Sports and Recreation Association (ACSARA).

The lease relates to the use of a community building and playing fields at Golden Wattle Park / Mirnu Wirra (Park 21 West).

The purpose of the consultation was to obtain community feedback on the draft Lease Agreement.

Engagement Overview

Who Was Engaged?

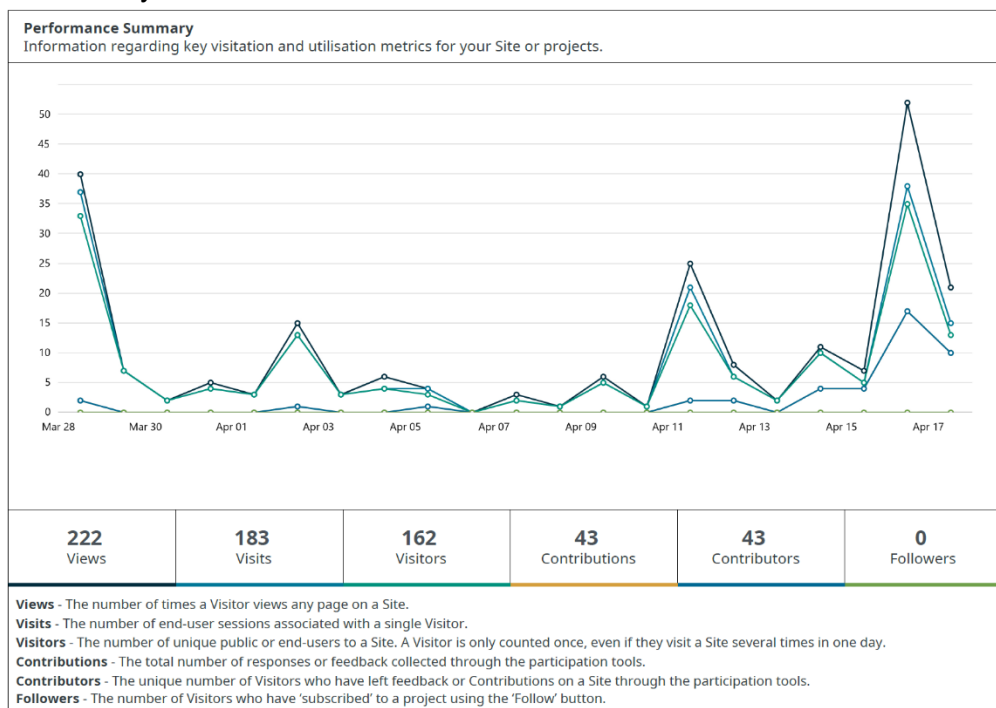
A total of 43 people responded to the consultation. Respondents included:

- City of Adelaide ratepayers
- Community users
- Business owners
- Members of sporting clubs using the facilities

Engagement Method / Activity	Number Informed / Attendees	Number of Responses
Our Adelaide project page	162 visitors	43 surveys
Email Campaign	213 recipients	N/A
TOTAL	375	43

Methods Used

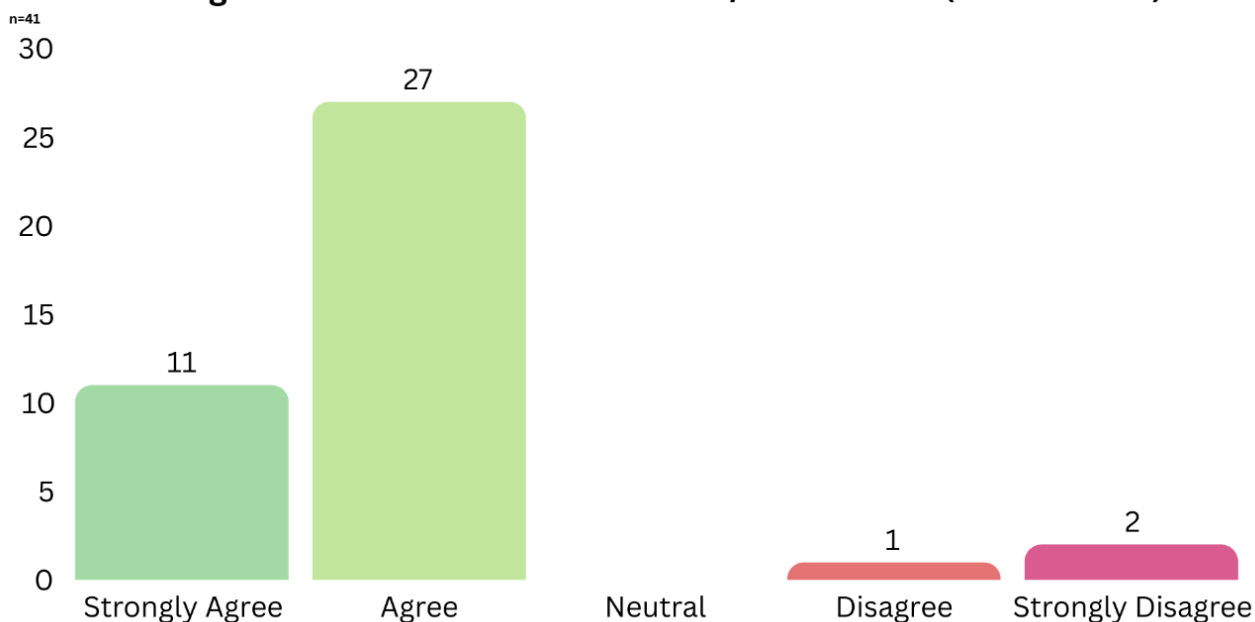
- Online Survey via Our Adelaide



Quantitative Findings

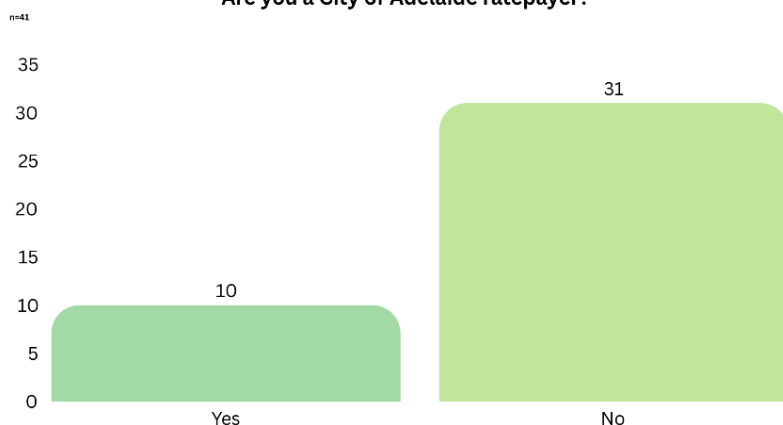
Data was sourced directly from the community survey (see Annexure B).

To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West)?



41 of the 43 respondents answered this question. Most respondents (88%, or 38 out of 43) supported the lease, selecting either "Strongly Agree" (11 responses) or "Agree" (27 responses).

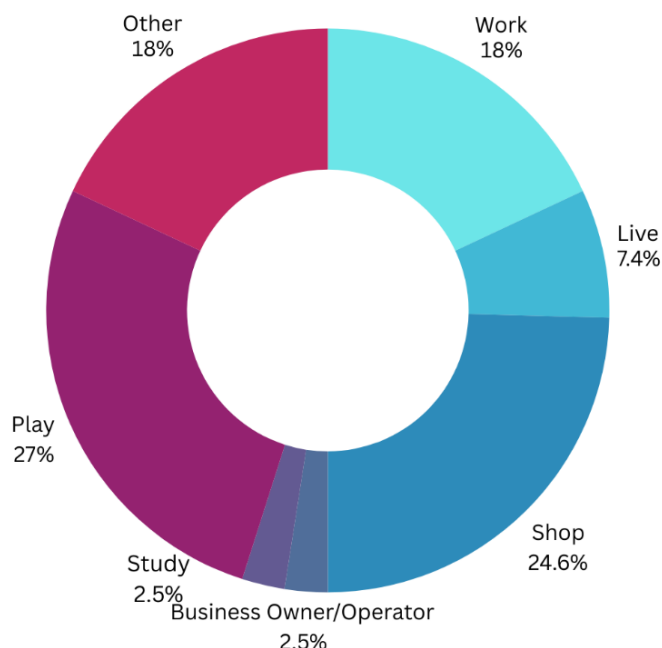
Are you a City of Adelaide ratepayer?



41 of the 43 respondents answered this question. Most respondents were non-ratepayers (72%), highlighting broad community involvement.

How do you participate in city life?

n=41



Recreation ("Play") and shopping were the most common activities selected (33 and 30 respondents, respectively). This demonstrates active usage and strong community connection to the Park Lands.

Quantitative Summary

Overall, the quantitative analysis highlights substantial community support for the lease, broad stakeholder engagement beyond just ratepayers, and significant involvement of active users of Park 21 West facilities.

Qualitative Findings



Word Cloud highlighting dominant keywords from individual responses (see Annexure A).

The following themes were identified in analysing the community's feedback:

Theme 1: Concerns About Maintenance and Financial Responsibilities.

Many respondents expressed concerns regarding the lessee's financial and maintenance obligations, suggesting adjustments to better balance obligations between ACSARA and Council.

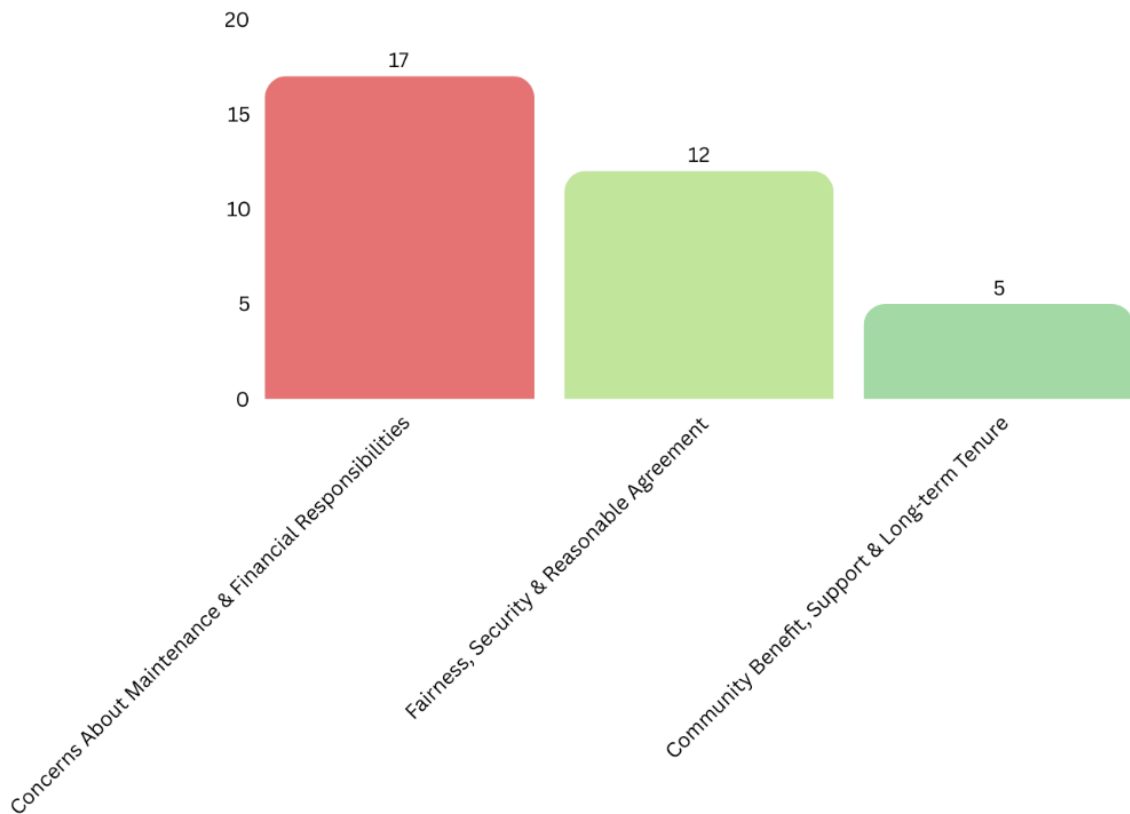
Theme 2: Fairness, Security and Reasonable Agreement

Many respondents found the lease terms fair, balanced, and reasonable.

Theme 3: Community Benefit, Support and Long-term Tenure

Several respondents referenced the long-term lease arrangement, noting the community benefits from continued sport and recreation activities. The longevity of ACSARA's involvement was particularly valued for ensuring community stability and continuity.

Theme Frequency



Annexure A – Individual Responses

Detailed spreadsheet with all qualitative responses, referenced by Contribution IDs.

Contribution ID	Level of Agreement	Please explain your response	Do you have any other feedback regarding the Draft Park Lands Community Lease Agreement?
18497	Strongly agree	This seems like a fair deal for the tenants and the city council, who want to promote outdoor activities and clubs, especially if the clubs involved are contributing to the lease costs.	
18496	Strongly agree	I am a long-term resident and rate payer of Adelaide City owing several properties, and frequently use these Parklands and sports fields. The Lutheran football clubs and other clubs that use the fields including SA ultimate Frisbee contribute to the community by creating a safe and welcoming environment for sports in the city. I have been a member of SA ultimate for around 15 years and with most competitions I've played in being played on these grounds. By committing to a longer lease for the club will benefit players and the community at large giving the club assurity and opportunity to continue to grow and to improve facilities. The personal impact on myself if the club was unable to continue in that location or in or in any capacity would degrade the quality of life I have built and come to expect living in Adelaide city.	Supporting these long standing clubs and arrangements into the future will support growth and utilisation of the park lands around us and keep people in the city.
18495	Agree	7 years x 3 renewals for 21 year tenure is an appropriate term for lease / licence. Its pleasingly to see that Council will support the club with the operations and maintenance of the public toilets. It would be preferable to see Council's similar support for maintenance of the external landscaping as it is a public place / access and that the Club cannot be required to manage community access at all times.	SANFL strongly support the provision of an ongoing access via lease / licence to Park 21 for ACSARA. Thank you to Adelaide City Council for their support of the much required redevelopment project that will support increasing football participation and other community sport and recreation outcomes.
18494	Disagree	Schedule Item 7 - Restricts use to 6am to 12 midnight. Why would or should the lessee's quiet enjoyment of the premises and grounds be specifically restricted? Schedule Item 2 & 3 describe a 21 year minimum occupancy. I believe that this is not enough to recognise the substantial community investment in the premises. Why 7 year renewal periods? That is not long in the context of a community club. 3 x 15 years would be more appropriate. However, it becomes worse in Item 10 which requires investment in the premises to be written off over 14 years. Normal building depreciation is 2.5% which means 40 years. I would prefer to see this item rewritten to cover a 40 year period during which compensation must be paid.	The lease as written would be fair to a community organisation taking over existing premises and developed grounds requiring little or no immediate work. However, it is NOT fair when the community (not the council) is developing the resource for community use. Looking at the proposal, it will cost a lot of money to develop and that money has or will come from the community that has an interest in this development. Having a (semi) guaranteed occupancy of only 21 years is disrespecting the community.
18493	Agree	The terms for the duration of the lease enable both parties to develop the facilities sustainably for the long-term future. This is particularly important for the council, to be dealing with the same client over many years to establish common goals and congenial relationships.	A lessee who intends to invest significantly in facilities should have confidence that those facilities will be theirs to use for years to come.
18492		Looking at this lease it seems strange it's even up for debate given the lessee is contributing significant cost towards the development they should be entitled to assurance they will have continued use of the facilities they	Details explained above like longer lease and more effort from council would improve my level of agreement with this submission.

		have funded. I would have expected council to take on more for the maintenance and renewal side of things, especially with the area being such a public location used by many visitors to the area, wouldn't it be great to make it stand out and give visitors and frequent users a sense of pride in the area?	
1849 1	Agree	There is a clear balance between the lessee and the council regarding all obligations. I believe the lessees contribute significant dollars and therefore should be entitled to at least a significant term.	Should there be a better balance for the lessees maintenance requirements.
1849 0	Agree	Given the considerable financial contribution that ACSARA is prepared to commit to the betterment of this area, a lease of at least this length is justified.	
1848 9	Strongly agree	ACSARA are a proven long term quality lessee that provides services and ovals to many users. These people would not use the parklands if not for ACSARA. This lease maintains long term use and security of purpose which also serves the needs and outcomes of the City of Adelaide.	ACSARA are a nonprofit organisation that are able to provide maintenance services to the buildings. The expectation for ACSARA to replace items is normally the responsibility of the owner, in this case City of Adelaide. and expecting a NPO is harsh and unfair. ACSARA maintains three ovals, green space, watering and general services already in a limited budget. Please consider the many benefits that the City of Adelaide reaps from little ongoing expenses, so providing replacement/renewal items seems a fair arrangement over the long term lease arrangements.
1848 8	Agree	The lease appears to be a reasonable balance between the obligations by Council and the lessee. As the lessee is contributing significant money i would have thought the lease may even be longer.	
1848 7	Agree	I'm supportive of the proposed 21-year lease between the City of Adelaide and ACSARA. It seems to strike a fair balance between the responsibilities and rights of both ACSARA and the Council. When an organisation like ACSARA is putting in a significant amount of funding—over \$2.5 million—it makes sense that they'd be offered a long-term lease. A commitment of that scale deserves some security, and a 21-year term feels like a reasonable and appropriate arrangement.	
1848 6	Agree	Having been a lessee for 35 years and now with a redevelopment in the near future, funded heavily through the proposed lessee, it is fitting that the existing lessee is entitled to a long lease, so I agree with a 7+7+7 lease	Yes, there are a few items that the City of Adelaide are better placed to maintain than the lessee. These items include: 1) Maintenance of surrounding landscaping and planting 2) Removal of graffiti Also, as the building will be a City of Adelaide asset, would not the Building Insurance be the responsibility of the City of Adelaide and the lessee responsible for contents insurance?
1848 5	Agree	The lease seems reasonable given taxpayers are entitled to these benefit. In this case, to exercise and have an appropriate space to spend time before and after sport activities with other people in the community. This is extremely important and the council's support by providing this lease is crucial!	Nil.
1848 4	Agree	The proposed lease feels fair and sensible. It recognises the important role our club plays and gives the stability we need to keep building for the future. With the level of	One thing that stands out is the level of responsibility placed on the lessee in the Maintenance Schedule. While it's fair for clubs to look after general upkeep, it

Community Engagement Summary

Park 21W – ACSARA Lease Consultation

**Our
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financial and volunteer investment we're putting into the redevelopment of our clubrooms, a lease of at least this proposed length is essential.

I've been involved with the Adelaide Lutheran Sports Club Netball code for 15 years, and I've seen first-hand the value our club brings—not just to players, but to families, volunteers, and supporters. After moving from a rural area, this club became like home for me—a place to build connections and feel a true sense of belonging. It has a genuinely unique mix of competitiveness and community spirit. I now have a young family of my own, and I hope my children can grow up as part of this club and have that same experience. Supporting this lease and the clubroom redevelopment is key to that future.

seems unreasonable for us to also carry the cost of renewing major infrastructure like electrical, plumbing, and HVAC systems—these are core parts of the building and I think they should remain a Council responsibility

1848
3 **Agree**

The lease terms appear to strike a fair and reasonable balance between the responsibilities of the lessee and the Council. It's important that organisations contributing substantial financial investment have the security of a longer-term lease, and this arrangement seems to reflect that. It also supports long-term planning and sustainability for community-focused groups.

1848
2 **Strongly agree**

The draft lease agreement provides assurity to the lessee as they are investing for the future in the parklands and cannot commit this significant investment unless the Council provides a reasonable lease term. This provides an ideal balance for both parties.

I believe further discussions on the lessee obligations regarding maintenance and renewals, whereby maintenance be managed by the lessee and the renewals managed by the Council.

1848
1 **Agree**

The agreement seems reasonable for both the council and lessee.

The maintenance schedule has a significant amount of responsibility for the lessee - the renewal of many fixtures and fittings seems like it should be a council cost

1848
0 **Agree**

The lessees that pay lots of money should be entitled to have a lengthy lease agreement.
Seems to be a good balance of rights and obligations. It's about community partnership and sportsmanship participation so keep that in mind!! There are great sporting community's that use the space

1847
9 **Agree**

The lease seems very reasonable and has a good balance between the rights and obligations of the club and the council.

The schedule for maintenance seems a bit excessive.

1847
8 **Agree**

The lease looks to find a reasonable balance between the rights and obligations of the lessee and Council lessees that contribute significant dollars should be entitled to leases of at least this length

The Maintenance Schedule appears somewhat excessively onerous on the lessee. It makes sense that the lessee's obligations are associated with maintenance costs but that renewals/replacements would normally be a Council obligation, not lessee

1847
7 **Agree**

The proposed lease offers a reasonable balance between the rights and obligations of the lessee (ACSARA) and the Council.
Given the significant contribution in funds that ACSARA is putting in towards the re-development project, ACSARA should be entitled to a lease of at least 21 years (An initial term of 7 years plus 2 rights of renewal)

While I agree overall with the lease, it appears that some of the items in the Maintenance schedule are excessively onerous on the proposed lessee. While it makes sense that the lessee's obligations are normally associated with "Maintenance" but the reference to "Renewals" would normally be a Council obligation, particularly in regard to the external fabric of the building.

1847
6 **Strongly agree**

I strongly believe that longer term leases give the lessee the confidence and incentive to the lessee to maintain the parklands. Significantly the area in question has been transformed over the years from a quite ugly and barren area to a far more pleasant environment for people to

Maintenance schedule seems onerous compared to others I have seen with a large burden falling on the lessee for renewal as well as maintenance.

Community Engagement Summary

Park 21W – ACSARA Lease Consultation



		enjoy. The lease seems favourable fairly favourable to council but also gives some surety to the lessee.	
1847 5	Agree	The term seems reasonable to allow a reasonable amount of security for long term planning with the option for a 7 year continuation.	
1847 4	Agree	The lease appears to be well balanced for the partnership of the council and lessee	I think it would be fair to expect Council to contribute more to the renewables as outlined in the current draft agreement
1847 3	Agree	The lease term reflects the commitment and significant financial contribution from the lessee and ultimately provides an appropriate balance between the Council and the Lessee for this particular scenario.	
1847 2	Agree	It seems reasonable that a lessee that is putting a significant amount of dollars into the area should obtain a lease of at least this length.	Looks OK, but maybe the "Renewals" should fall to the Council?
1847 1	Strongly agree	The agreement makes sense for both parties	
1846 9	Strongly agree	It seems entirely reasonable and appropriate that if a sporting association is willing to make such a significant financial investment in developing facilities on the parklands that they be granted a long term lease. One could almost argue that a 21 year term is too short. As a city resident living in the south-west corner of the CBD I value the ongoing development of recreational facilities in our local parklands.	
1846 7	Agree	This is a sensible use of park lands, promoting community, health and recreation.	
1846 6	Agree	I am the president of the South Australian Flying Disc Association, we lead Ultimate Frisbee for the SA community. Our community have got a strong relationship with ACSARA, and after struggling to find fields for many years across various sites, have seen great growth and opportunity in our sport being settled in the city parklands. This has allowed our sport administrators to put their time into the grassroots development and elite levels of the sport. Longer leases also give opportunity to execute longer term strategic plans. Additionally, our players and clubs gain a better sense of belonging, which is of huge value to community well-being. In addition, our community of volunteers and players have worked hard to fundraise over time to raise funds to support development and improvement of the site. They will continue to do so and feel grateful that Adelaide has fantastic public space for use.	In the interests of the volunteers and players (who in frisbee are largely uni students with lower income), hefty maintenance schedules/renewals make just playing sport and being active hard. It is in council's interests to support the active community and take greater responsibility so as not put unnecessary/unreasonable burden on volunteer administrators.
1846 5	Agree	Seems a fair and reasonable agreement	
1846 3	Agree	The term of lease is appropriate given the significant outlay needed for such a development and to justify such expenditure.	Some of the clauses seem to be unduly onerous and one-sided in favour of the council, particularly in relation to maintenance.
1846 2	Agree	Look fairly reasonable to me. If the lessee is putting in \$\$ then they need a lease of reasonable length.	Not sure about the maintenance schedule. Seem more weighted in the Council's favour.
1845 8	Agree	For what I can see the terms of the lease are fair and reasonable to both the Council and the Lessee. I do agree that due to the Lessee contributing a significant portion of funding should be entitled to a lease of this length.	The only one thing I can see is that the maintenance schedule does seem to be fairly excessive towards the Lessee. I mean the Lessee should be responsible for maintenance, but I would have thought the renewals should be the council's responsibilities - not the Lessee

Community Engagement Summary

Park 21W – ACSARA Lease Consultation

**Our
Adelaide**

1845 7	Agree	This proposed agreement seems to make sense. Lessees should be obliged to chip in to maintenance and the proposal seems to cater for that.	If an association is willing to contribute to the upkeep of the area which enables the community to better use it then they should be able to get a longer term lease. I certainly wouldn't invest in something that might only be short lived.
1844 9	Strongly agree	The current building(s) do not reflect / represent what are: - Community expectations in this day and age with respect to the (outward) physical appearance of public, multi-use buildings. - Actual (internal) functional capacities for inclusive sports. - The ability to attract additional sport activities / clubs to use the parklands and its sporting infrastructure.	No
1844 7	Strongly disagree	the parklands should be available for all to use- having sporting facilities available increases the number of participants able to use them. the better brick facilities are old, dated and really only suitable for storage .The planned upgrade is attractive and functional	
1844 2	Agree		yes. The design looks modern but the 'longevity' of the building does take away the view of the parklands / landscape as you pass by road. This will give you the impression its exclusive.
1843 9	Strongly agree	It's disgraceful that certain council and APA members have constantly campaigned against this! This is a community asset that has been left to get into a horrible state. In fact there should be another oval allowed and capacity for further changes to allow more female sport participation. The parklands are for enjoyment and use of the public, not NIMBYs whining about grasslands or protecting private school investments.	
1840 3	Strongly disagree		The Parklands were given to the people of Adelaide to be a permanent green space not to be gradually eroded by buildings.
1839 2	Strongly disagree	I do not agree with the terms of the Draft Lease Agreement. While ACSARA has a long-standing presence in Golden Wattle Park / Mirnu Wirra, the lease risks undermining the core principle of the Park Lands as open, public space. Granting extended control of a large area to one organisation raises concerns about equitable public access and the long-term alienation of community land. The scale of the proposed redevelopment could transform this area into a dedicated sports precinct, contradicting the Park Lands' intended use. Although the City's policies and strategies are referenced, they must not override the foundational purpose of preserving these spaces for all. The lease lacks sufficient clarity on access rights, future use, and protection against further encroachment. I urge the Council to amend the lease to ensure non-exclusive use, proportional development, and a stronger commitment to the Park Lands' public character and environmental integrity.	
1833 3	Strongly agree	I know the building well and it is unsightly and needs upgrading. It will support usage for sport and recreation which should be encouraged.	No
1831 9	Strongly agree		

Annexure B – Details of Data Extract from Our Adelaide

The information in this annexure has been deidentified for the purposes of this report.

Project Title: Draft Park Lands Community Lease Agreement

Tool Type: Online Form

Activity ID: 452

Exported: April 22, 2025, 10:47 AM

Exported By: A. Buxton

Survey Questions Included in the Form:

- **Q1.** To what extent do you agree with the terms of the Draft Park Lands Community Lease Agreement for Golden Wattle Park / Mirnu Wirra (Park 21 West)? (*Likert scale: Strongly Agree to Strongly Disagree*)
- **Q2.** Please explain your response (*Open text*)
- **Q3.** Do you have any other feedback regarding the Draft Park Lands Community Lease Agreement? (*Open text*)
- **Q4.** First Name (*Deidentified*)
- **Q5.** Last Name (*Deidentified*)
- **Q6.** Address (*Deidentified*)
- **Q7.** Postcode (*Deidentified*)
- **Q8.** Are you a City of Adelaide ratepayer? (*Yes / No*)
- **Q9.** How do you participate in city life? (Multiple choice: Live, Work, Study, Shop, Play, Tourist, Business Owner)
- **Q10.** Email address (*Deidentified*)

This form was used to collect structured and qualitative feedback from stakeholders as part of the public consultation on the proposed lease agreement for Park 21 West. Responses were used to inform the quantitative and qualitative analysis presented in this report.

Annexure C – Methodology

Quantitative Analysis

The quantitative data came from the structured parts of the community survey, such as multiple-choice and checkbox questions.

- For example, respondents were asked to rate their level of agreement with the draft lease on a scale from “Strongly Agree” to “Strongly Disagree.” Each response was counted and grouped to show how much support or concern existed in the community.
- Other questions asked whether respondents were ratepayers and how they participate in city life (e.g. through work, recreation, shopping). This helped to build a picture of who was engaged and how they use or interact with Park Lands.

These results were summarised in tables and charts to clearly show community sentiment and demographic representation.

Qualitative Analysis

The survey also included open-text questions, where participants could explain their views or add other comments. These responses were read carefully and grouped into common themes.

The process involved:

- Reading each comment and identifying the main ideas (such as support for the lease, concerns about costs, or views on access).
- Grouping similar ideas together into key themes. For this consultation, three main themes emerged:
 1. Community Benefit, Support & Long-term Tenure
 2. Concerns About Maintenance & Financial Responsibilities
 3. Fairness, Security & Reasonable Agreement

Annexure D – Thematic Analysis Contributor IDs

Theme 1: Concerns About Maintenance & Financial Responsibilities (17 responses)

- Contributor IDs: 18495, 18491, 18490, 18488, 18486, 18484, 18482, 18481, 18479, 18478, 18477, 18476, 18474, 18472, 18463, 18462, 18458

Theme 2: Fairness, Security & Reasonable Agreement (12 responses)

- Contributor IDs: 18493, 18487, 18485, 18483, 18480, 18475, 18473, 18471, 18469, 18467, 18465, 18457

Theme 3: Community Benefit, Support & Long-term Tenure (5 responses)

- Contributor IDs: 18497, 18496, 18489, 18466, 18439

Methodology for Qualitative Thematic Analysis

The responses to open-ended survey questions were reviewed carefully to identify common ideas or concerns shared by respondents. Each response was grouped into broad themes based on its main message:

- Those highlighting concerns related to maintenance, costs, financial burdens, or responsibilities placed on the club were grouped under **"Concerns About Maintenance & Financial Responsibilities"**.
- Comments indicating fairness, balanced obligations, sensible arrangements, or explicit approval of the lease terms were categorised as **"Fairness, Security & Reasonable Agreement"**.
- Responses mentioning community benefit, long-term planning, support, or positive impacts were grouped under **"Community Benefit, Support & Long-term Tenure"**.



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE COMMUNITY SPORTS AND RECREATION ASSOCIATION INC,

(Lessee)

[Portion of Golden Wattle Park / Mirnu Wirra (Park 21 West)]

IMPORTANT NOTICE

Retail and Commercial Leases Act 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 Consumers on 28 December 2011.

Schedule

Item 1 Premises	That portion of the Park Lands being the area outlined in yellow as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 2 Initial Term	Seven (7) years commencing on 1 October 2025 (Commencement Date) and expiring at midnight on 30 September 2032	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of seven (7) years commencing 1 October 2032 and expiring at midnight 30 September 2046	
Item 4 Lease Fee	Six thousand four hundred and thirteen dollars and no cents (\$6,413.00) per annum (exclusive of GST) (subject to annual review*) <i>*Calculated at 583sqm x \$55 per sqm less 80% as per Park Lands Leasing and Licensing Policy (2016)</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Five thousand, seven hundred and seventy nine dollars and forty cents (\$5,779.40) per annum (exclusive of GST) (subject to annual review*) <i>*Calculated on 7.1ha of open playing fields maintained by the Lessee. These fees are re-set annually on 1 July.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities	

Item 7 Times of Use	Monday to Sunday (inclusive) 6am to 12 midnight
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination
Item 9 Licence Area Permitted Use	Playing of community sports and related community development activities
Item 10 Special Conditions	1. External Public Toilets 1.1 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, consumables, outgoings and cleaning (for so long as they remain public toilets). 1.2 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. 1.3 The Lessee acknowledges and agrees Council may install a remote security locking or similar system to the External Public Toilets. 2. Adjacent Areas** 2.1 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 and maintain the landscape elements and features (including all plantings and vegetation) depicted or featured in the Concept Design and Licence Area in good repair and in a clean and tidy state and condition. (**subject to final Development Approval plans). 3. Lease Fee and Licence Fee 3.1 Until such time that the existing building cannot be occupied by the Lessee, the Lease Fee will be \$4,125 per annum (exclusive of GST). 3.2 Upon the Lessee occupying the redeveloped Premises (as per the Concept Design), the Lease Fee will be as per Item 4 of the Schedule.

3.3 The Lessee shall not be required to make any Lease Fee payments for the period of time in which both the existing building and the redeveloped Premises (new building) are unavailable, provided the Lessee continues to pay all other fees, rates and taxes during this time.

4. Compensation

4.1 The Lessee will not be entitled to any claim for compensation under this special condition arising from the termination of the Lease under clause 14 or clause 25.13 (or clause 18.2 on default) unless termination occurs within the first fourteen (14) years of this agreement.

4.2 If the Lease is terminated under clause 14 or clause 25.13 (or clause 18.2 on default) during the first fourteen (14) years of this agreement, the Council must pay the Lessee compensation having regard to the financial contribution by the Lessee to the redeveloped Premises (at the time of project completion).

4.3 The compensation payable by the Council to the Lessee will be calculated by applying the following formula:

$$\begin{array}{rcl} \text{Lessee's} & & 14 - (\text{no. of years since the lease was executed}) \\ \text{financial} & \times & \hline \text{contribution} & & 14 \end{array}$$

e.g.

$$\begin{array}{rcl} & & 14 - (7 \text{ years since the lease was executed}) \\ \$1,000,000 & \times & \hline & & 14 \\ & & = \$500,000 \end{array}$$

5. Funding and Project Works Agreement

5.1 This Lease shall be read in conjunction with the "Funding and Project Works Agreement" between the Council and the Lessee and a breach of any provision in the "Funding and Project Works Agreement" shall constitute a breach of this Lease and vice versa.

6. Royal Show Parking

6.1 The Lessee acknowledges that the Council has entered into an agreement with the Royal Agriculture and Horticulture Society to provide parking on the Park Lands (including the Licence

	Area) associated with the Royal Adelaide Show, which will interfere with the Licence Area Permitted Use. 6.2 The Lessee will allow this to occur and acknowledges that there will be periods when the Licence Area will not be available for use as a result. 6.3 The Council will use best endeavours to minimise the impact of this arrangement on the Lessee's use of the Licence Area. 6.4 The Council will, in consultation with the Lessee: 6.41 contribute towards the annual maintenance of the Licence Area to improve the capability of the surface to sustain Royal Show Parking; and 6.4.2 repair any damage to the Licence Area caused by parking arrangements associated with the Royal Adelaide Show. 6.5 The Lessee will not be required to make any payments on account of instalments of the Licence Fee for the period the Licence Area is not available for use by the Lessee as a consequence of the parking associated with the Royal Adelaide Show as contemplated by this special condition, including any period during which make good works are occurring in accordance with special condition 6.4 that prevent the use of the Licence Area.
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PARTIES

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

and

ADELAIDE COMMUNITY SPORTS AND RECREATION ASSOCIATION INC. of c/- 45 Fife Avenue, Torrens Park SA 5062 (**Lessee**)

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

Agreed Consideration means the Lease and Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this lease (other than tax payable under clause 20).

Building means the interior and exterior of all present and future improvements on the Premises and includes all Services and all other conveniences, services, amenities and appurtenances of in or to the Building.

Commencement Date means the commencement date described in Item 2 of the Schedule.

Concept Design means the 'Park 21W Clubroom Concept Design' approved by Council on 10 December 2024.

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 all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and available for use by the Lessee.

Default Rate means 2% per annum above the Local Government Finance Authority Cash Advance Debenture Rate.

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

Environment includes:

- (a) land, air and water;
- (b) any organic or inorganic matter and any living organism; and
- (c) 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.

GST has the meaning 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 the rate of GST imposed from time to time under the GST Legislation.

Institute means the South Australian Division of the Australian Property Institute.

Initial Term means the initial term of this lease commencing on the Commencement Date and described in Item 2 of the Schedule.

Kadaltilla means the Kadaltilla / Adelaide Park Lands Authority established under the *Adelaide Park Lands Act 2005 (SA)*, and any other relevant body from time to time.

Lease Fee means the lease fee described in Item 4 of the Schedule.

Lease Fee Review Date means each date described in Item 4A of the Schedule.

Lease Fee Review Method means the relevant method of reviewing the Lease Fee in Item 4 A of the Schedule for any Review Date.

Legislation includes any relevant Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or 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 fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Lessee.

Licence means the licence granted under clause 25.

Licence Area means the area described in Item 1A of the Schedule.

Licence Area Permitted Use means the permitted use of the Licence Area described in Item 9 of the Schedule.

Licence Fee means the licence fee described in Item 5 of the Schedule.

Licence Fee Review Dates each date described in Item 5A of the Schedule.

Licence Fee Review Methods each date described in Item 5A of the Schedule.

Maintenance Schedule means the Maintenance Schedule at Annexure CC.

Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Premises and/or Building.

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 the first day of each month during the Term.

Premises Permitted Use means the use described in Item 6 of the Schedule.

Premises means the premises described in Item 1 of the Schedule including all present and future improvements thereon and the Council's Equipment.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Park Lands or Premises and includes water and sewer charges, council rates, emergency services levy.

Renewal Term/s means the term/s (if any) of renewal or extension in Item 3 of the Schedule.

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 Premises or Building supplied by any authority, the Council or any other person the Council authorises.

Statutory Authorities means any government or authorities created by or under any relevant Legislation.

Statutory Requirements means all relevant Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation or by any Statutory Authorities.

Term means the Initial Term, the Renewal Term/s and any period during which the Lessee holds over or remains in occupation of the Premises.

Times of Use means the periods/times that the Lessee may use the Premises and Licence Area set out in Item 7 of the Schedule:

1.2 Interpretation

In this lease, unless the context otherwise requires:

- 1.2.1 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.2 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.3 a reference to this lease includes any schedules and annexures to this lease;
- 1.2.4 a reference to any document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.6 an unenforceable provision or part of a provision may be severed, and the remainder of this lease continues in force; and
- 1.2.7 the special conditions in Annexure B prevail over the terms in the body of this lease to the extent of any inconsistency.

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this lease.

3. LEASE FEE

3.1 Payment of Lease Fee

The Lessee must pay the Lease Fee by equal monthly instalments in advance, the first payment to be made on or before the Commencement Date and subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Instalment

If a Lease Fee 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. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

The Lease Fee on and from each Lease Fee Review Date is calculated by increasing the Lease Fee in accordance with Council's Adopted Fees and Charges at the time of the relevant Lease Fee Review Date.

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or relating to the Lessee's use or occupation of the Premises.

5.1.2 The applicable Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.2 Payment of Outgoings

5.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

5.2.2 The Outgoings must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.3 Power and other utilities

5.3.1 The Lessee must pay, when due, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.

5.3.2 If there is no separate meter for a service or utility used on or from the Premises and if the Council so requires, the Lessee must install the meter at its own cost.

- 5.3.3 Without limiting this subclause, the Lessee must comply with the *Electricity (General) Regulations 2012* (SA) and any other applicable electricity laws.

6. USE OF PREMISES

6.1 Premises Permitted Use

The Lessee may use the Premises only for the Premises Permitted Use and must not use or allow the Premises to be used for any other use without the Council's consent.

6.2 Park Lands

Subject to the terms of this lease, the Lessee must comply with the approved management plans, guidelines and strategies (from time to time) of the Council and Kadaltilla with respect to the use and occupation of the Premises (being part of the Park Lands).

6.3 Offensive activities

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance on the Premises at any time, and must ensure at all times that activities conducted on or from the Premises do not discredit the Council.

6.4 Use of facilities

- 6.4.1 The Lessee must ensure that the Services are used carefully and responsibly and in accordance with any directions given by the Council from time to time.

- 6.4.2 The Lessee must repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Lessee.

6.5 Statutory Requirements

The Lessee must comply with all Statutory Requirements (including the *Work Health and Safety Act 2012* (SA) and the *Food Act 2001*) relating to the Lessee's use and occupation of the Premises, as well as the Premises Permitted Use.

6.6 No alcohol

- 6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

alcoholic beverages on the Premises without the Council's consent.

- 6.6.2 The Lessee must not allow any activities to be carried out on the Premises that would require a liquor licence under the *Liquor Licensing Act 1997 (SA)* without the Council's consent.

6.7 Gaming Machines and gambling

The Lessee must not install or operate gaming machines on the Premises nor promote or allow any gambling related activities on the Premises.

6.8 Signs

The Lessee must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which is approved by the Council and complies with any relevant Statutory Requirements and policies of the Council.

6.9 Dangerous equipment and installations

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Premises Permitted Use and must not install or bring onto the Premises:

- 6.9.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 6.9.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
- 6.9.3 any heavy equipment or items that may damage the Premises or Building.

6.10 Fire precautions

The Lessee must, at its cost, comply with all Statutory Requirements relating to fire safety and procedures including carrying out any structural works or modifications or other building works which are required as a consequence of the Lessee's use of the Premises.

6.11 Security

The Lessee must keep the Building(s) securely locked at all times when the Building(s) are not occupied and must provide a key, alarm codes and fobs and any other items required for access to the Premises to the Council.

6.12 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.

6.13 No warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Premises 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 \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

7.2 Requirements for policies

Each policy must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires; and
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made.

7.3 Evidence of insurance

The Lessee must give the Council certificates evidencing the currency of each policy. During the Term the Lessee must:

- 7.3.1 pay each premium before it is due for payment;
- 7.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 7.3.3 not vary, allow to lapse or cancel any insurance policy without the Council's consent;
- 7.3.4 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 Insurance affected

- 7.4.1 The Lessee must not do anything which may:
 - 7.4.1.1 prejudice any insurance of the Premises or the Building; or
 - 7.4.1.2 increase the premium for that insurance.
- 7.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

7.5 Council to insure

- 7.5.1 The Council will insure the Building during the Term and the Lessee must reimburse the Council on demand the cost of such insurance.
- 7.5.2 If the Council maintains an insurance policy that covers the Premises and other buildings and improvements, the Lessee must reimburse a share of the Council's cost of such insurance which will be calculated as the proportion the current value of the Premises (as determined by Council) bears from time to time to the value of all other buildings and improvements covered by and included in that insurance.
- 7.5.3 The Council will provide the Lessee with evidence of the currency of such insurance (if requested by the Lessee) provided that if any insurance of Council is maintained under any discretionary self-insured fund then no certificate of currency or copy of any insurance policy will be available to the Lessee.

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

- 8.1.1 The Lessee must, at its cost, keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Services situated within the Premises in accordance with the Maintenance Schedule.
- 8.1.2 Any repairs of a structural nature will be the responsibility of the Council, except if specified otherwise in the Maintenance Schedule or if relating to any alterations to the Premises made by the Lessee in accordance with clause 8.2.
- 8.1.3 The Council may update or amend the Maintenance Schedule at its discretion, acting reasonably, and must provide the Lessee with a copy of the updated or amended Maintenance Schedule.
- 8.1.4 For the avoidance of doubt, the Lessee will be responsible for the repair and maintenance of Council's Equipment during the Term and must replace any damaged (through misuse) or missing Council's Equipment during the Term, to the same standard and value as the original.
- 8.1.5 If the Council so requires, the Lessee must promptly repair any damage to the Premises or Building caused or contributed to by the act, omission, negligence or default of the Lessee.

8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 8.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.

- 8.2.3 The Council may impose any conditions it considers necessary, acting reasonably, if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 8.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Premises made pursuant to this clause become the property of the Council.
- 8.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.3 Refurbishment

The Lessee must refurbish the Premises on or before each date specified in Item 8 of the Schedule and in accordance with the following requirements:

- 8.3.1 clean and repair all surfaces to be redecorated;
- 8.3.2 paint or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
- 8.3.3 comply with all Lessee responsibilities listed in the Maintenance Schedule.

8.4 Cleaning

The Lessee must:

- 8.4.1 keep the Premises clean and tidy;
- 8.4.2 keep the Premises free of weeds and keep any vegetation, lawns or garden on the Premises maintained in an attractive state;
- 8.4.3 arrange the removal of any graffiti from any surface within the Premises; and
- 8.4.4 at its cost, arrange for an annual pest inspection to be carried out with respect to the Premises by a licensed pest control company, and must provide the Council with a copy of the annual pest inspection report within 14 days of receiving the report from the relevant company.

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 Premises 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 19, 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. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

10.1.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to make the Premises and the Licence Area available (including by sub-leasing or casual hiring) for use during the Term by non-for-profit community groups and organisations when not in use by the Lessee.

10.1.2 The Lessee further acknowledges and agrees:

10.1.2.1 Council will direct any enquires from any non-for-profit community organisations and groups to the Lessee to manage these requests.

10.1.2.2 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).

10.1.2.3 That the fees charged for any sublease or hiring out of the Premises or Licence Area under this clause must be consistent with the Council's relevant leasing and licensing policies, and must be proportionate to the times of use granted and the Lessee's own fees and costs, and not for the purpose of making a profit.

10.1.2.4 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 (including sub-leasing and hiring arrangement) and evaluate the details of available use.

10.1.2.5 If Council (acting reasonably) is of the view that the Lessee has not made the Premises or Licence Area sufficiently available as required by this clause, the Council may require

the Lessee to submit a plan to increase the level of community access.

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

10.2 Assignment

- 10.2.1 The Lessee may only assign or sublease or otherwise part possession with the Premises with the consent of the Council, which consent may be granted at the Council's discretion and subject to any conditions that the Council sees fit.
- 10.2.2 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 Costs

The Lessee and the Council will bear its own costs incurred (including the costs of any consultant or any legal fees) in relation to any dealing with the Premises, including in considering whether or not to grant consent under this clause.

11. LESSEE GOVERNANCE

Annually, on each anniversary of the Commencement Date during the Term, the Lessee must provide to the Council a copy of the Lessee's annual reports (including minutes and financial reports), maintenance reports and subletting agreements, if requested by the Council.

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 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 Premises during the Term without interference from the Council.

12.2 Right to enter

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee 14 days' notice:

- 12.2.1 to see the state of repair of the Premises;
- 12.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 12.2.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 12.2.4 to show prospective lessees through the Premises.

12.3 Emergencies

In an emergency the Council may:

- 12.3.1 close the Premises or Building; and
- 12.3.2 prevent the Lessee from entering the Premises or Building.

12.4 Works and restrictions

12.4.1 The Council may:

- 12.4.1.1 install, use, maintain, repair, alter, and interrupt Services;
- 12.4.1.2 carry out works on the Park Lands or Building (including extensions, renovations and refurbishment); and
- 12.4.1.3 close (temporarily or permanently) and restrict access to any part of the Park Lands.

12.4.2 The Council must (except in an emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises and Licence Area, and where practical provide reasonable notice to the Lessee of any proposed activities contemplated by clause 12.4.1.

12.5 Right to rectify

The 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 the Lessee has not done properly.

12.6 Park Lands Events

- 12.6.1 The Lessee acknowledges and agrees that (subject to its location in the Park Lands) the Premises may not be available for use and occupation as a result of public or special events to be held in the Park Lands.
- 12.6.2 The Lessee may not make any claim against the Council arising from or in connection with any public or special events or the Premises not being available for the Lessee's use and occupation.
- 12.6.3 The Lessee will not be required to make any payments on account of instalments of the Lease Fee for the period the Premises is not

available for use by the Lessee as a consequence of any public or special event.

13. TERMINATION FOR DAMAGE OR DESTRUCTION

- 13.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:
- 13.1.1 Terminating this Lease (on a date at least one (1) month after the Council gives notice); or
 - 13.1.2 Advising the Lessee that the Council intends to repair any building forming part of the Premises so that the Lessee can occupy and use the Premises.
- 13.2 If the Council gives a notice under clause 13.1.2 but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end the Lease if the Council does not make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).
- 13.3 If the Council does not comply with the Lessee's notice under clause 13.2 the Lessee may terminate this Lease by giving the Council not less than one (1) months' notice without any Claim by the Lessee against the Council.

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

- 14.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council or a Statutory Authority that includes the Park Lands, or for any other reason, the Council or a Statutory Authority wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council may terminate this lease with six (6) months' notice to the Lessee.

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

- 15.3.1 For twenty (20) Business Days after the notice in clause 15.2, each party to the Dispute must use reasonable efforts to resolve the Dispute.

15.4 Mediator

- 15.4.1 If the parties cannot resolve the Dispute under clause 15.3 within that period, they must refer the Dispute to a mediator.
- 15.4.2 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.
- 15.4.3 The mediator assists in negotiating a resolution of the Dispute. A mediator may not bind a party unless the party agrees in writing.
- 15.4.4 The mediation ends if the Dispute is not resolved within twenty (20) Business Days after the mediator's appointment.

15.5 Confidentiality

- 15.5.1 Each party:
 - 15.5.1.1 must keep confidential any information or documents disclosed in the dispute resolution process; and
 - 15.5.1.2 may use that information or those documents only to try to resolve the Dispute.

15.6 Cost of dispute

- 15.6.1 Each party to a Dispute must pay its own costs of complying with this clause.

15.7 Breach of dispute clause

- 15.7.1 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.

16. RENEWAL

- 16.1 If a right of renewal or first right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the first Renewal Term on the terms in this lease (except this subclause) commencing immediately after the Initial Term expires.
- 16.2 If a second right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the first Renewal Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the second Renewal Term on the terms in this lease (except this subclause and the previous subclause) commencing immediately after the first Renewal Term expires.
- 16.3 The Lessee is not entitled to renew this lease if:
- 16.3.1 the Lessee is in breach of this lease at the time of giving that notice; or
 - 16.3.2 the Lessee is in breach or commits a breach of this lease after giving that notice but before the commencement of the first or second Renewal Term (as applicable).

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

This lease comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under this lease.

17.2 Handover of possession

Before this lease comes to an end, the Lessee must (if required to do so by the Council):

- 17.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;
- 17.2.2 no later than one (1) month before this lease comes to an end, provide the Council with a written summary of all alterations and additions the Lessee made to the Premises, whether those alterations and additions were authorised by the Council or not;
- 17.2.3 remove and reinstate any alterations or additions made to the Premises by the Lessee unless otherwise specified by the Council;
- 17.2.4 refurbish the Premises as required under clause 8.3; and

- 17.2.5 complete any repairs which the Lessee is obliged to carry out under this lease.

17.3 Abandoned goods

If, when this lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council may deal with and dispose of those goods at its discretion.

17.4 Holding over

If, with the Council's consent, the Lessee continues to occupy the Premises after the end of this lease, the Lessee does so under a monthly tenancy which:

- 17.4.1 either party may terminate on one month's notice given at any time; and
- 17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

- 18.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:
 - 18.1.1.1 in an emergency; or
 - 18.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- 18.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

18.2 Breach and re-entry

If:

- 18.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within 14 days after receiving notice requiring it to do so; or
- 18.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

then despite any other clause of this lease, the Council:

- 18.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and
- 18.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

18.3 Rights of Council not limited

A power or right of the Council under this lease or at law resulting from a breach or repudiation of this lease by the Lessee, or the exercise of such power or right, does not limit the Council's powers or rights.

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

19.2 Indemnity

The Lessee is liable for and must indemnify the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

19.2.1 any act or omission of the Lessee;

19.2.2 the use of the Premises by the Lessee or otherwise relating to the Premises; or

19.2.3 a breach of this lease by the Lessee.

19.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

20.1 If the Council is liable to pay GST in connection with a supply under this lease then:

20.1.1 the Agreed Consideration for that supply is exclusive of GST;

20.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and

20.1.3 the Lessee must pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

- 20.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.
- 20.3 If the Lessee breaches this clause 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 penalties and interest.

21. RESUMPTION

The Council may terminate this lease by giving at least six (6) months' written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises or the Building or the Park Lands (or any part of the Building or the Park Lands affecting the Premises) from or by any Statutory Authority governmental or semi-governmental body.

22. MISCELLANEOUS

22.1 Entire agreement

This lease constitutes the entire agreement between the parties about the Premises and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Premises.

22.2 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.

22.3 Exercise of power

- 22.3.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.
- 22.3.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.

23. NOTICE

A notice, demand, consent, approval or communication under this lease (**Notice**) must be in writing and will be sufficiently given if sent via email to either parties' nominated email address or if posted by pre-paid post to the last known address of either party.

24. COSTS

On request, the Lessee must pay or reimburse to the Council all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Lessee under this lease or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

25. LICENCE

For the purpose of this clause:

'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).

25.1 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 during the Times of Use.

25.2 Term of Licence

The Licence will (while the Lessee named in this lease is the lessee in occupation of the Premises) continue (subject to this clause) until the end of the Term or the sooner surrender or determination of this lease.

25.3 Licence Fee

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

25.3.2 If the Commencement Date is not 1 July, then the first and last payment will be adjusted based on the number of days from the Commencement Date to 30 June next and the number of days in the relevant year.

25.3.3 The Licence Fee is reviewed annually in accordance with Item 5A of the Schedule by the Council as part of the review of Council's schedule of fees and charges for the Park Lands.

25.4 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 during the Times of Use.

25.5 Rates and utilities

25.5.1 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.

25.5.2 The Lessee must pay or reimburse the Council as and when due for payment or if required by the Council then within seven (7) days of demand all costs, fees and charges for the provision of:

25.5.2.1 electricity, water, gas, oil and other energy or fuels supplied to and consumed in the Licence Area; and

25.5.2.2 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.

25.6 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.

25.7 No assignment or subletting

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

25.8 Improvements

25.8.1 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 the Council.

25.8.2 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.

25.9 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.

25.10 Events on Park Lands within Licence Area

25.10.1 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.

25.10.2 Subject to clause 25.10.3, 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.

25.10.3 Where the event to be held in the Park Lands is proposed by Council (Council Event) and that Council Event will restrict or

prevent the Lessee's occupation and use of the Licence Area, the Council must:

25.10.3.1 occasion to the Lessee as little disturbance and damage as is practicable and provide 6 months' notice of any Council Event;

25.10.3.2 keep and maintain the Licence Area in good condition and repair and promptly rectify any damage to the Licence Area during the Council Event; and

25.10.3.3 repair any damage to the Licence Area to restore and make good any damage to the condition existing prior to the Council Event.

25.10.4 The Lessee will not be required to make any payments on account of instalments of Lease and Licence Fees for the period the Licence Area is not available for use by the Lessee as a consequence of any Council Event.

25.10.5 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 Licence Area is not a Council Event.

25.11 To obey policies and direction

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

25.12 Public access and membership

The Lessee must allow unrestricted public access to those playing fields and surfaces within the Licence Area at all times when the Lessee is not using them.

25.13 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 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.

25.14 Nature of licence

The rights granted by the licence conditions in this clause 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.

25.15 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.

25.16 Interpretation

Unless the contrary intention appears:

25.16.1 a breach of the terms of this Licence will be an event of default under this lease; and

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

EXECUTED as an agreement on this day (date)

EXECUTED by an authorised
representative of **THE CORPORATION
OF THE CITY OF ADELAIDE** under
delegation pursuant to section 44 of the
Local Government Act 1999:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Name of Authorised Representative (print)

.....
Name of Witness (print)

.....
Position of Authorised Representative (print)

**Signed for ADELAIDE COMMUNITY
SPORTS AND RECREATION
ASSOCIATION INC.** by its authorised
delegates:)
)
)

.....
Chairperson/Vice Chairperson

.....
Committee/Board Member

.....
Name

.....
Name

Annexure A Lease and Licence Plan



**Annexure B Approved Building Design and Landscape (Development Approval)
Plans**

To be inserted

Annexure C Maintenance Schedule

To the extent of any ambiguity or conflict, the following list of maintenance responsibilities will take priority over any related provisions of the lease.

Maintenance means all actions necessary for retaining an asset as near as practicable to an appropriate service condition, including regular ongoing day-to-day work necessary to keep assets operating.

Renewal means activities that restore, rehabilitate or replace an existing asset to its original capacity.

Acquisition means new or upgraded assets that are purchased, constructed or contributed.

Premises			
Description	Council	Lessee*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
Floor	Acquisition / Renewal	Maintenance	Excludes Floor Coverings (e.g. carpet, rugs, vinyl, laminate and wood)
Load Bearing Posts and Walls	Acquisition / Renewal	Maintenance	
Roof (including overhangs and verandas)	Acquisition / Renewal	Maintenance	
External Fabric			
Cladding	Acquisition / Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Acquisition / Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
External Paintwork	Acquisition	Renewal / Maintenance	
Signage	Acquisition	Renewal / Maintenance	

Premises			
Description	Council	Lessee*	Additional Information
Electrical			
Ceiling Fans	Acquisition	Renewal / Maintenance	If applicable
Electrical Testing and Tagging	Nil Responsibility	Total Responsibility	Annual evidence provided to Council
Electrical Supply / Meter Board	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Acquisition	Renewal / Maintenance	
Emergency Light(s)	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Fixed Residual Current Devices RCD's	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Hand Drying Facilities	Acquisition	Renewal / Maintenance	
Illuminated Exit Light(s)	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Lighting – Internal and External	Acquisition	Renewal / Maintenance	Premises only
Solar Panels and System	Nil Responsibility	Total Responsibility	If applicable
Fire Safety			
Fire Blanket(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Indicator Panel	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee

Premises			
Description	Council	Lessee*	Additional Information
Smoke Alarms / Detectors	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Acquisition / Renewal	Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	
Gutters and Downpipes	Acquisition / Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Acquisition / Renewal	Maintenance	
Pipes – on/within Premises	Acquisition / Renewal	Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Acquisition	Renewal / Maintenance	If applicable
Tapware	Acquisition	Renewal / Maintenance	
Security			
Alarm System	Acquisition	Renewal / Maintenance	Lessee responsible for alarms/call-outs
CCTV	Acquisition	Renewal / Maintenance	If applicable
Locks, Keys, Swipes and Card Readers	Acquisition	Renewal / Maintenance	Council to on-charge for additional or lost keys/swipes and new barrels if required.
Fit Out			
Amenities (excluding Public Toilets)	Acquisition	Renewal / Maintenance	All wet areas including toilets and showers.

Premises			
Description	Council	Lessee*	Additional Information
			Lessee to keep clean/free of mould and grime.
Ceilings	Acquisition / Renewal	Maintenance	
Curtains and Blinds	Acquisition	Renewal / Maintenance	If applicable
Fixtures and Fittings - Other	Acquisition	Renewal / Maintenance	Refer to Equipment Schedule for asset ownership and responsibility
Floor Coverings	Acquisition	Renewal / Maintenance	Lessee to professionally clean at least annually.
Internal Doors	Acquisition	Renewal / Maintenance	
Paintwork - Internal	Acquisition	Renewal / Maintenance	Lessee to repaint every seven (7) years and at end of lease.
Public Toilets	Total responsibility	Nil responsibility	Council will service as per public toilet schedule and determine opening and closing times. The Lessee may undertake additional servicing as required at their own cost.
Walls – Internal	Acquisition / Renewal	Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Acquisition	Renewal / Maintenance	
Exhaust/Extraction Fan(s)	Acquisition	Renewal / Maintenance	Lessee to clean at least annually
Fixed Seating - Outdoor	Acquisition / Renewal	Maintenance	

Premises			
Description	Council	Lessee*	Additional Information
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Acquisition	Renewal / Maintenance	Lessee to clean at least annually
Loose Furniture - Interior	Acquisition	Renewal / Maintenance	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection up to a maximum of four x 240 litre bins	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.
Inspections			
Comprehensive Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs every four (4) years
General Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs annually

*** Landowner Consent required for all Renewal**

Licence Area			
Description	Council	Lessee*	Additional Information
Artificial Turf Management	-	-	Not applicable
Court Surfaces	-	-	Not applicable
Cricket Nets	Nil Responsibility	Total Responsibility	
Fencing	-	-	Not applicable
Goal Posts - All	Nil Responsibility	Total Responsibility	Lessee to store neatly and as per manufacturer's specifications
Hard and turf wickets/pitches	Nil Responsibility	Total Responsibility	Lessee to cover/uncover as required
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Landscape Areas (as per Approved Plans)	Acquisition	Renewal / Maintenance	Lessee to irrigate and keep free from weeds
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Council to mow fortnightly	Total Responsibility	Lessee to conduct pre-match inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, etc.
Shedding	-	-	Not applicable
Scoreboards	Nil Responsibility	Total Responsibility	
Sports Lights and Sports Lighting Towers	Nil Responsibility	Total Responsibility	Council to inspect annually and on-charge Lessee
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and roadways (as per Approved Plans)	Acquisition / Renewal	Maintenance	Lessee to keep clean and unobstructed
Water Tanks	Nil Responsibility	Total Responsibility	If applicable

*** Landowner Consent required for all Renewal**



CITY OF ADELAIDE

PARK LANDS LEASE AGREEMENT

THE CORPORATION OF THE CITY OF ADELAIDE

(Council)

AND

ADELAIDE COMMUNITY SPORTS AND RECREATION ASSOCIATION INC,

(Lessee)

[Portion of Golden Wattle Park / Mirnu Wirra (Park 21 West)]

IMPORTANT NOTICE

Retail and Commercial Leases Act 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 Consumers on 28 December 2011.

Schedule

Item 1 Premises	That portion of the Park Lands being the area outlined in yellow as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 1A Licence Area	That portion of the Park Lands being the area outlined in red as marked on the plan attached as Annexure A and known as Golden Wattle Park / Mirnu Wirra (Park 21 West).	
Item 2 Initial Term	Seven (7) years commencing on 1 October 2025 (Commencement Date) and expiring at midnight on 30 September 2032	
Item 3 Renewal(s) (if applicable)	Two (2) rights of renewal each for a further term of seven (7) years commencing 1 October 2032 and expiring at midnight 30 September 2046	
Item 4 Lease Fee	Six thousand four hundred and thirteen dollars and no cents (\$6,413.00) per annum (exclusive of GST) (subject to annual review*) <i>*Calculated at 583sqm x \$55 per sqm less 80% as per Park Lands Leasing and Licensing Policy (2016)</i>	
Item 4A Lease Fee Review Dates and Review Methods	Lease Fee Review Dates 1 July annually during the Term	Lease Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 5 Licence Fee (if applicable)	Five thousand, seven hundred and seventy nine dollars and forty cents (\$5,779.40) per annum (exclusive of GST) (subject to annual review*) <i>*Calculated on 7.1ha of open playing fields maintained by the Lessee. These fees are re-set annually on 1 July.</i>	
Item 5A Licence Fee Review Dates and Review Methods	Licence Fee Review Dates 1 July annually during the Term	Licence Fee Review Method In accordance with Council's Adopted Fees and Charges
Item 6 Premises Permitted Use	Club rooms in association with community sports and related community development activities	

Item 7 Times of Use	Monday to Sunday (inclusive) 6am to 12 midnight
Item 8 Refurbishment Dates	Three months prior to the expiry of the lease or upon such earlier termination
Item 9 Licence Area Permitted Use	Playing of community sports and related community development activities
Item 10 Special Conditions	1. External Public Toilets 1.1 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, consumables, outgoings and cleaning (for so long as they remain public toilets). 1.2 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. 1.3 The Lessee acknowledges and agrees Council may install a remote security locking or similar system to the External Public Toilets. 2. Adjacent Areas** 2.1 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 and maintain the landscape elements and features (including all plantings and vegetation) depicted or featured in the Concept Design and Licence Area in good repair and in a clean and tidy state and condition. (**subject to final Development Approval plans). 3. Lease Fee and Licence Fee 3.1 Until such time that the existing building cannot be occupied by the Lessee, the Lease Fee will be \$4,125 per annum (exclusive of GST). 3.2 Upon the Lessee occupying the redeveloped Premises (as per the Concept Design), the Lease Fee will be as per Item 4 of the Schedule.

3.3 The Lessee shall not be required to make any Lease Fee payments for the period of time in which both the existing building and the redeveloped Premises (new building) are unavailable, provided the Lessee continues to pay all other fees, rates and taxes during this time.

4. Compensation

4.1 The Lessee will not be entitled to any claim for compensation under this special condition arising from the termination of the Lease under clause 14 or clause 25.13 (or clause 18.2 on default) unless termination occurs within the first fourteen (14) years of this agreement.

4.2 If the Lease is terminated under clause 14 or clause 25.13 (or clause 18.2 on default) during the first fourteen (14) years of this agreement, the Council must pay the Lessee compensation having regard to the financial contribution by the Lessee to the redeveloped Premises (at the time of project completion).

4.3 The compensation payable by the Council to the Lessee will be calculated by applying the following formula:

$$\begin{array}{rcl} \text{Lessee's} & & 14 - (\text{no. of years since the lease was executed}) \\ \text{financial} & \times & \hline \text{contribution} & & 14 \end{array}$$

e.g.

$$\begin{array}{rcl} & & 14 - (7 \text{ years since the lease was executed}) \\ \$1,000,000 & \times & \hline & & 14 \\ & & = \$500,000 \end{array}$$

5. Funding and Project Works Agreement

5.1 This Lease shall be read in conjunction with the "Funding and Project Works Agreement" between the Council and the Lessee and a breach of any provision in the "Funding and Project Works Agreement" shall constitute a breach of this Lease and vice versa.

6. Royal Show Parking

6.1 The Lessee acknowledges that the Council has entered into an agreement with the Royal Agriculture and Horticulture Society to provide parking on the Park Lands (including the Licence

	Area) associated with the Royal Adelaide Show, which will interfere with the Licence Area Permitted Use. 6.2 The Lessee will allow this to occur and acknowledges that there will be periods when the Licence Area will not be available for use as a result. 6.3 The Council will use best endeavours to minimise the impact of this arrangement on the Lessee's use of the Licence Area. 6.4 The Council will, in consultation with the Lessee: 6.41 contribute towards the annual maintenance of the Licence Area to improve the capability of the surface to sustain Royal Show Parking; and 6.4.2 repair any damage to the Licence Area caused by parking arrangements associated with the Royal Adelaide Show. 6.5 The Lessee will not be required to make any payments on account of instalments of the Licence Fee for the period the Licence Area is not available for use by the Lessee as a consequence of the parking associated with the Royal Adelaide Show as contemplated by this special condition, including any period during which make good works are occurring in accordance with special condition 6.4 that prevent the use of the Licence Area.
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PARTIES

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

and

ADELAIDE COMMUNITY SPORTS AND RECREATION ASSOCIATION INC. of c/- 45 Fife Avenue, Torrens Park SA 5062 (**Lessee**)

BACKGROUND

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

Agreed Consideration means the Lease and Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this lease (other than tax payable under clause 20).

Building means the interior and exterior of all present and future improvements on the Premises and includes all Services and all other conveniences, services, amenities and appurtenances of in or to the Building.

Commencement Date means the commencement date described in Item 2 of the Schedule.

Concept Design means the 'Park 21W Clubroom Concept Design' approved by Council on 10 December 2024.

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 all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and available for use by the Lessee.

Default Rate means 2% per annum above the Local Government Finance Authority Cash Advance Debenture Rate.

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

Environment includes:

- (a) land, air and water;
- (b) any organic or inorganic matter and any living organism; and
- (c) 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.

GST has the meaning 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 the rate of GST imposed from time to time under the GST Legislation.

Institute means the South Australian Division of the Australian Property Institute.

Initial Term means the initial term of this lease commencing on the Commencement Date and described in Item 2 of the Schedule.

Kadaltilla means the Kadaltilla / Adelaide Park Lands Authority established under the *Adelaide Park Lands Act 2005 (SA)*, and any other relevant body from time to time.

Lease Fee means the lease fee described in Item 4 of the Schedule.

Lease Fee Review Date means each date described in Item 4A of the Schedule.

Lease Fee Review Method means the relevant method of reviewing the Lease Fee in Item 4 A of the Schedule for any Review Date.

Legislation includes any relevant Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or 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 fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Lessee.

Licence means the licence granted under clause 25.

Licence Area means the area described in Item 1A of the Schedule.

Licence Area Permitted Use means the permitted use of the Licence Area described in Item 9 of the Schedule.

Licence Fee means the licence fee described in Item 5 of the Schedule.

Licence Fee Review Dates each date described in Item 5A of the Schedule.

Licence Fee Review Methods each date described in Item 5A of the Schedule.

Maintenance Schedule means the Maintenance Schedule at Annexure CC.

Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Premises and/or Building.

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 the first day of each month during the Term.

Premises Permitted Use means the use described in Item 6 of the Schedule.

Premises means the premises described in Item 1 of the Schedule including all present and future improvements thereon and the Council's Equipment.

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Park Lands or Premises and includes water and sewer charges, council rates, emergency services levy.

Renewal Term/s means the term/s (if any) of renewal or extension in Item 3 of the Schedule.

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 Premises or Building supplied by any authority, the Council or any other person the Council authorises.

Statutory Authorities means any government or authorities created by or under any relevant Legislation.

Statutory Requirements means all relevant Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation or by any Statutory Authorities.

Term means the Initial Term, the Renewal Term/s and any period during which the Lessee holds over or remains in occupation of the Premises.

Times of Use means the periods/times that the Lessee may use the Premises and Licence Area set out in Item 7 of the Schedule:

1.2 Interpretation

In this lease, unless the context otherwise requires:

- 1.2.1 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.2 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.3 a reference to this lease includes any schedules and annexures to this lease;
- 1.2.4 a reference to any document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.6 an unenforceable provision or part of a provision may be severed, and the remainder of this lease continues in force; and
- 1.2.7 the special conditions in Annexure B prevail over the terms in the body of this lease to the extent of any inconsistency.

1.3 Background

The Background forms part of this lease and is correct.

2. GRANT OF LEASE

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this lease.

3. LEASE FEE

3.1 Payment of Lease Fee

The Lessee must pay the Lease Fee by equal monthly instalments in advance, the first payment to be made on or before the Commencement Date and subsequent payments must be made on the same day of each calendar month during the Term without any abatement, deduction or demand.

3.2 Instalment

If a Lease Fee 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. REVIEW OF LEASE FEE

4.1 Reviewed via Fees and Charges

The Lease Fee on and from each Lease Fee Review Date is calculated by increasing the Lease Fee in accordance with Council's Adopted Fees and Charges at the time of the relevant Lease Fee Review Date.

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or relating to the Lessee's use or occupation of the Premises.

5.1.2 The applicable Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.2 Payment of Outgoings

5.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

5.2.2 The Outgoings must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.3 Power and other utilities

5.3.1 The Lessee must pay, when due, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.

5.3.2 If there is no separate meter for a service or utility used on or from the Premises and if the Council so requires, the Lessee must install the meter at its own cost.

- 5.3.3 Without limiting this subclause, the Lessee must comply with the *Electricity (General) Regulations 2012* (SA) and any other applicable electricity laws.

6. USE OF PREMISES

6.1 Premises Permitted Use

The Lessee may use the Premises only for the Premises Permitted Use and must not use or allow the Premises to be used for any other use without the Council's consent.

6.2 Park Lands

Subject to the terms of this lease, the Lessee must comply with the approved management plans, guidelines and strategies (from time to time) of the Council and Kadaltilla with respect to the use and occupation of the Premises (being part of the Park Lands).

6.3 Offensive activities

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance on the Premises at any time, and must ensure at all times that activities conducted on or from the Premises do not discredit the Council.

6.4 Use of facilities

6.4.1 The Lessee must ensure that the Services are used carefully and responsibly and in accordance with any directions given by the Council from time to time.

6.4.2 The Lessee must repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Lessee.

6.5 Statutory Requirements

The Lessee must comply with all Statutory Requirements (including the *Work Health and Safety Act 2012* (SA) and the *Food Act 2001*) relating to the Lessee's use and occupation of the Premises, as well as the Premises Permitted Use.

6.6 No alcohol

6.6.1 The Lessee must not:

6.6.1.1 serve, sell or provide to persons; or

6.6.1.2 consume or allow persons to consume;

alcoholic beverages on the Premises without the Council's consent.

- 6.6.2 The Lessee must not allow any activities to be carried out on the Premises that would require a liquor licence under the *Liquor Licensing Act 1997 (SA)* without the Council's consent.

6.7 Gaming Machines and gambling

The Lessee must not install or operate gaming machines on the Premises nor promote or allow any gambling related activities on the Premises.

6.8 Signs

The Lessee must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which is approved by the Council and complies with any relevant Statutory Requirements and policies of the Council.

6.9 Dangerous equipment and installations

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Premises Permitted Use and must not install or bring onto the Premises:

- 6.9.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 6.9.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
- 6.9.3 any heavy equipment or items that may damage the Premises or Building.

6.10 Fire precautions

The Lessee must, at its cost, comply with all Statutory Requirements relating to fire safety and procedures including carrying out any structural works or modifications or other building works which are required as a consequence of the Lessee's use of the Premises.

6.11 Security

The Lessee must keep the Building(s) securely locked at all times when the Building(s) are not occupied and must provide a key, alarm codes and fobs and any other items required for access to the Premises to the Council.

6.12 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.

6.13 No warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Premises 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 \$20,000,000.00 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

7.2 Requirements for policies

Each policy must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires; and
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made.

7.3 Evidence of insurance

The Lessee must give the Council certificates evidencing the currency of each policy. During the Term the Lessee must:

- 7.3.1 pay each premium before it is due for payment;
- 7.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 7.3.3 not vary, allow to lapse or cancel any insurance policy without the Council's consent;
- 7.3.4 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 Insurance affected

- 7.4.1 The Lessee must not do anything which may:
 - 7.4.1.1 prejudice any insurance of the Premises or the Building; or
 - 7.4.1.2 increase the premium for that insurance.
- 7.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

7.5 Council to insure

- 7.5.1 The Council will insure the Building during the Term and the Lessee must reimburse the Council on demand the cost of such insurance.
- 7.5.2 If the Council maintains an insurance policy that covers the Premises and other buildings and improvements, the Lessee must reimburse a share of the Council's cost of such insurance which will be calculated as the proportion the current value of the Premises (as determined by Council) bears from time to time to the value of all other buildings and improvements covered by and included in that insurance.
- 7.5.3 The Council will provide the Lessee with evidence of the currency of such insurance (if requested by the Lessee) provided that if any insurance of Council is maintained under any discretionary self-insured fund then no certificate of currency or copy of any insurance policy will be available to the Lessee.

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

- 8.1.1 The Lessee must, at its cost, keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Services situated within the Premises in accordance with the Maintenance Schedule.
- 8.1.2 Any repairs of a structural nature will be the responsibility of the Council, except if specified otherwise in the Maintenance Schedule or if relating to any alterations to the Premises made by the Lessee in accordance with clause 8.2.
- 8.1.3 The Council may update or amend the Maintenance Schedule at its discretion, acting reasonably, and must provide the Lessee with a copy of the updated or amended Maintenance Schedule.
- 8.1.4 For the avoidance of doubt, the Lessee will be responsible for the repair and maintenance of Council's Equipment during the Term and must replace any damaged (through misuse) or missing Council's Equipment during the Term, to the same standard and value as the original.
- 8.1.5 If the Council so requires, the Lessee must promptly repair any damage to the Premises or Building caused or contributed to by the act, omission, negligence or default of the Lessee.

8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 8.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.

- 8.2.3 The Council may impose any conditions it considers necessary, acting reasonably, if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 8.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Premises made pursuant to this clause become the property of the Council.
- 8.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.3 Refurbishment

The Lessee must refurbish the Premises on or before each date specified in Item 8 of the Schedule and in accordance with the following requirements:

- 8.3.1 clean and repair all surfaces to be redecorated;
- 8.3.2 paint or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
- 8.3.3 comply with all Lessee responsibilities listed in the Maintenance Schedule.

8.4 Cleaning

The Lessee must:

- 8.4.1 keep the Premises clean and tidy;
- 8.4.2 keep the Premises free of weeds and keep any vegetation, lawns or garden on the Premises maintained in an attractive state;
- 8.4.3 arrange the removal of any graffiti from any surface within the Premises; and
- 8.4.4 at its cost, arrange for an annual pest inspection to be carried out with respect to the Premises by a licensed pest control company, and must provide the Council with a copy of the annual pest inspection report within 14 days of receiving the report from the relevant company.

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 Premises 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 19, 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. ASSIGNMENT, SUBLETTING AND HIRING OUT

10.1 Subletting, hiring out and parting with possession

10.1.1 The Lessee acknowledges and agrees that the Lessee must (to the extent applicable and where practicable to do so) use reasonable endeavours to make the Premises and the Licence Area available (including by sub-leasing or casual hiring) for use during the Term by non-for-profit community groups and organisations when not in use by the Lessee.

10.1.2 The Lessee further acknowledges and agrees:

10.1.2.1 Council will direct any enquires from any non-for-profit community organisations and groups to the Lessee to manage these requests.

10.1.2.2 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).

10.1.2.3 That the fees charged for any sublease or hiring out of the Premises or Licence Area under this clause must be consistent with the Council's relevant leasing and licensing policies, and must be proportionate to the times of use granted and the Lessee's own fees and costs, and not for the purpose of making a profit.

10.1.2.4 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 (including sub-leasing and hiring arrangement) and evaluate the details of available use.

10.1.2.5 If Council (acting reasonably) is of the view that the Lessee has not made the Premises or Licence Area sufficiently available as required by this clause, the Council may require

the Lessee to submit a plan to increase the level of community access.

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

10.2 Assignment

- 10.2.1 The Lessee may only assign or sublease or otherwise part possession with the Premises with the consent of the Council, which consent may be granted at the Council's discretion and subject to any conditions that the Council sees fit.
- 10.2.2 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 Costs

The Lessee and the Council will bear its own costs incurred (including the costs of any consultant or any legal fees) in relation to any dealing with the Premises, including in considering whether or not to grant consent under this clause.

11. LESSEE GOVERNANCE

Annually, on each anniversary of the Commencement Date during the Term, the Lessee must provide to the Council a copy of the Lessee's annual reports (including minutes and financial reports), maintenance reports and subletting agreements, if requested by the Council.

12. COUNCIL'S OBLIGATIONS AND RIGHTS

12.1 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 Premises during the Term without interference from the Council.

12.2 Right to enter

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee 14 days' notice:

- 12.2.1 to see the state of repair of the Premises;
- 12.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 12.2.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 12.2.4 to show prospective lessees through the Premises.

12.3 Emergencies

In an emergency the Council may:

- 12.3.1 close the Premises or Building; and
- 12.3.2 prevent the Lessee from entering the Premises or Building.

12.4 Works and restrictions

12.4.1 The Council may:

- 12.4.1.1 install, use, maintain, repair, alter, and interrupt Services;
- 12.4.1.2 carry out works on the Park Lands or Building (including extensions, renovations and refurbishment); and
- 12.4.1.3 close (temporarily or permanently) and restrict access to any part of the Park Lands.

12.4.2 The Council must (except in an emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises and Licence Area, and where practical provide reasonable notice to the Lessee of any proposed activities contemplated by clause 12.4.1.

12.5 Right to rectify

The 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 the Lessee has not done properly.

12.6 Park Lands Events

- 12.6.1 The Lessee acknowledges and agrees that (subject to its location in the Park Lands) the Premises may not be available for use and occupation as a result of public or special events to be held in the Park Lands.
- 12.6.2 The Lessee may not make any claim against the Council arising from or in connection with any public or special events or the Premises not being available for the Lessee's use and occupation.
- 12.6.3 The Lessee will not be required to make any payments on account of instalments of the Lease Fee for the period the Premises is not

available for use by the Lessee as a consequence of any public or special event.

13. TERMINATION FOR DAMAGE OR DESTRUCTION

- 13.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:
- 13.1.1 Terminating this Lease (on a date at least one (1) month after the Council gives notice); or
 - 13.1.2 Advising the Lessee that the Council intends to repair any building forming part of the Premises so that the Lessee can occupy and use the Premises.
- 13.2 If the Council gives a notice under clause 13.1.2 but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end the Lease if the Council does not make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).
- 13.3 If the Council does not comply with the Lessee's notice under clause 13.2 the Lessee may terminate this Lease by giving the Council not less than one (1) months' notice without any Claim by the Lessee against the Council.

14. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

- 14.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council or a Statutory Authority that includes the Park Lands, or for any other reason, the Council or a Statutory Authority wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council may terminate this lease with six (6) months' notice to the Lessee.

15. DISPUTES RESOLUTION

15.1 Dispute

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

15.2 Notice of Dispute

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

15.3 Effort to resolve

- 15.3.1 For twenty (20) Business Days after the notice in clause 15.2, each party to the Dispute must use reasonable efforts to resolve the Dispute.

15.4 Mediator

- 15.4.1 If the parties cannot resolve the Dispute under clause 15.3 within that period, they must refer the Dispute to a mediator.
- 15.4.2 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.
- 15.4.3 The mediator assists in negotiating a resolution of the Dispute. A mediator may not bind a party unless the party agrees in writing.
- 15.4.4 The mediation ends if the Dispute is not resolved within twenty (20) Business Days after the mediator's appointment.

15.5 Confidentiality

- 15.5.1 Each party:
 - 15.5.1.1 must keep confidential any information or documents disclosed in the dispute resolution process; and
 - 15.5.1.2 may use that information or those documents only to try to resolve the Dispute.

15.6 Cost of dispute

- 15.6.1 Each party to a Dispute must pay its own costs of complying with this clause.

15.7 Breach of dispute clause

- 15.7.1 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.

16. RENEWAL

- 16.1 If a right of renewal or first right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the first Renewal Term on the terms in this lease (except this subclause) commencing immediately after the Initial Term expires.
- 16.2 If a second right of renewal is specified in Item 3 of the Schedule and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the first Renewal Term stating it wishes to renew this lease for the period specified in Item 3 of the Schedule. If such notice is given the Council must renew this lease for the second Renewal Term on the terms in this lease (except this subclause and the previous subclause) commencing immediately after the first Renewal Term expires.
- 16.3 The Lessee is not entitled to renew this lease if:
- 16.3.1 the Lessee is in breach of this lease at the time of giving that notice; or
 - 16.3.2 the Lessee is in breach or commits a breach of this lease after giving that notice but before the commencement of the first or second Renewal Term (as applicable).

17. RIGHTS AND OBLIGATIONS ON EXPIRY

17.1 Expiry

This lease comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under this lease.

17.2 Handover of possession

Before this lease comes to an end, the Lessee must (if required to do so by the Council):

- 17.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;
- 17.2.2 no later than one (1) month before this lease comes to an end, provide the Council with a written summary of all alterations and additions the Lessee made to the Premises, whether those alterations and additions were authorised by the Council or not;
- 17.2.3 remove and reinstate any alterations or additions made to the Premises by the Lessee unless otherwise specified by the Council;
- 17.2.4 refurbish the Premises as required under clause 8.3; and

- 17.2.5 complete any repairs which the Lessee is obliged to carry out under this lease.

17.3 Abandoned goods

If, when this lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council may deal with and dispose of those goods at its discretion.

17.4 Holding over

If, with the Council's consent, the Lessee continues to occupy the Premises after the end of this lease, the Lessee does so under a monthly tenancy which:

- 17.4.1 either party may terminate on one month's notice given at any time; and
- 17.4.2 is on the same terms as this lease.

18. BREACH

18.1 Council's rights on breach

- 18.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:
 - 18.1.1.1 in an emergency; or
 - 18.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- 18.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

18.2 Breach and re-entry

If:

- 18.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within 14 days after receiving notice requiring it to do so; or
- 18.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

then despite any other clause of this lease, the Council:

- 18.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and
- 18.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

18.3 Rights of Council not limited

A power or right of the Council under this lease or at law resulting from a breach or repudiation of this lease by the Lessee, or the exercise of such power or right, does not limit the Council's powers or rights.

18.4 Interest on overdue amounts

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

19. INDEMNITY AND RELEASE

19.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

19.2 Indemnity

The Lessee is liable for and must indemnify the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

19.2.1 any act or omission of the Lessee;

19.2.2 the use of the Premises by the Lessee or otherwise relating to the Premises; or

19.2.3 a breach of this lease by the Lessee.

19.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.

19.4 Indemnities are independent

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

20. GOODS AND SERVICES TAX

20.1 If the Council is liable to pay GST in connection with a supply under this lease then:

20.1.1 the Agreed Consideration for that supply is exclusive of GST;

20.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and

20.1.3 the Lessee must pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

- 20.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.
- 20.3 If the Lessee breaches this clause 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 penalties and interest.

21. RESUMPTION

The Council may terminate this lease by giving at least six (6) months' written notice to the Lessee if the Council receives notice of resumption or acquisition of the Premises or the Building or the Park Lands (or any part of the Building or the Park Lands affecting the Premises) from or by any Statutory Authority governmental or semi-governmental body.

22. MISCELLANEOUS

22.1 Entire agreement

This lease constitutes the entire agreement between the parties about the Premises and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Premises.

22.2 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.

22.3 Exercise of power

- 22.3.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.
- 22.3.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.

23. NOTICE

A notice, demand, consent, approval or communication under this lease (**Notice**) must be in writing and will be sufficiently given if sent via email to either parties' nominated email address or if posted by pre-paid post to the last known address of either party.

24. COSTS

On request, the Lessee must pay or reimburse to the Council all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Lessee under this lease or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

25. LICENCE

For the purpose of this clause:

'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).

25.1 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 during the Times of Use.

25.2 Term of Licence

The Licence will (while the Lessee named in this lease is the lessee in occupation of the Premises) continue (subject to this clause) until the end of the Term or the sooner surrender or determination of this lease.

25.3 Licence Fee

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

25.3.2 If the Commencement Date is not 1 July, then the first and last payment will be adjusted based on the number of days from the Commencement Date to 30 June next and the number of days in the relevant year.

25.3.3 The Licence Fee is reviewed annually in accordance with Item 5A of the Schedule by the Council as part of the review of Council's schedule of fees and charges for the Park Lands.

25.4 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 during the Times of Use.

25.5 Rates and utilities

25.5.1 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.

25.5.2 The Lessee must pay or reimburse the Council as and when due for payment or if required by the Council then within seven (7) days of demand all costs, fees and charges for the provision of:

25.5.2.1 electricity, water, gas, oil and other energy or fuels supplied to and consumed in the Licence Area; and

25.5.2.2 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.

25.6 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.

25.7 No assignment or subletting

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

25.8 Improvements

25.8.1 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 the Council.

25.8.2 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.

25.9 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.

25.10 Events on Park Lands within Licence Area

25.10.1 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.

25.10.2 Subject to clause 25.10.3, 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.

25.10.3 Where the event to be held in the Park Lands is proposed by Council (Council Event) and that Council Event will restrict or

prevent the Lessee's occupation and use of the Licence Area, the Council must:

25.10.3.1 occasion to the Lessee as little disturbance and damage as is practicable and provide 6 months' notice of any Council Event;

25.10.3.2 keep and maintain the Licence Area in good condition and repair and promptly rectify any damage to the Licence Area during the Council Event; and

25.10.3.3 repair any damage to the Licence Area to restore and make good any damage to the condition existing prior to the Council Event.

25.10.4 The Lessee will not be required to make any payments on account of instalments of Lease and Licence Fees for the period the Licence Area is not available for use by the Lessee as a consequence of any Council Event.

25.10.5 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 Licence Area is not a Council Event.

25.11 To obey policies and direction

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

25.12 Public access and membership

The Lessee must allow unrestricted public access to those playing fields and surfaces within the Licence Area at all times when the Lessee is not using them.

25.13 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 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.

25.14 Nature of licence

The rights granted by the licence conditions in this clause 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.

25.15 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.

25.16 Interpretation

Unless the contrary intention appears:

25.16.1 a breach of the terms of this Licence will be an event of default under this lease; and

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

EXECUTED as an agreement on this day (date)

EXECUTED by an authorised
representative of **THE CORPORATION
OF THE CITY OF ADELAIDE** under
delegation pursuant to section 44 of the
Local Government Act 1999:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Name of Authorised Representative (print)

.....
Name of Witness (print)

.....
Position of Authorised Representative (print)

Signed for ADELAIDE COMMUNITY)
SPORTS AND RECREATION)
ASSOCIATION INC. by its authorised)
delegates:

.....
Chairperson/Vice Chairperson

.....
Committee/Board Member

.....
Name

.....
Name

Annexure A Lease and Licence Plan



**Annexure B Approved Building Design and Landscape (Development Approval)
Plans**

To be inserted

Annexure C Maintenance Schedule

To the extent of any ambiguity or conflict, the following list of maintenance responsibilities will take priority over any related provisions of the lease.

Maintenance means all actions necessary for retaining an asset as near as practicable to an appropriate service condition, including regular ongoing day-to-day work necessary to keep assets operating.

Renewal means activities that restore, rehabilitate or replace an existing asset to its original capacity.

Acquisition means new or upgraded assets that are purchased, constructed or contributed.

Premises			
Description	Council	Lessee*	Additional Information
Structure			
Substructure	Total Responsibility	Nil Responsibility	
Floor	Acquisition / Renewal	Maintenance	Excludes Floor Coverings (e.g. carpet, rugs, vinyl, laminate and wood)
Load Bearing Posts and Walls	Acquisition / Renewal	Maintenance	
Roof (including overhangs and verandas)	Acquisition / Renewal	Maintenance	
External Fabric			
Cladding	Acquisition / Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
Doors and Windows	Acquisition / Renewal	Maintenance	Lessee to keep clean and free from cobwebs and maintain as per product specifications.
External Paintwork	Acquisition	Renewal / Maintenance	
Signage	Acquisition	Renewal / Maintenance	

Premises			
Description	Council	Lessee*	Additional Information
Electrical			
Ceiling Fans	Acquisition	Renewal / Maintenance	If applicable
Electrical Testing and Tagging	Nil Responsibility	Total Responsibility	Annual evidence provided to Council
Electrical Supply / Meter Board	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee
Electrical Switches and Power Points	Acquisition	Renewal / Maintenance	
Emergency Light(s)	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Fixed Residual Current Devices RCD's	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Hand Drying Facilities	Acquisition	Renewal / Maintenance	
Illuminated Exit Light(s)	Acquisition	Renewal / Maintenance	Council to inspect annually and on-charge Lessee
Lighting – Internal and External	Acquisition	Renewal / Maintenance	Premises only
Solar Panels and System	Nil Responsibility	Total Responsibility	If applicable
Fire Safety			
Fire Blanket(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Exit Door(s)	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee
Fire Extinguisher(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Hose Reel(s)	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
Fire Indicator Panel	Acquisition / Renewal	Maintenance	Council to inspect and on-charge Lessee

Premises			
Description	Council	Lessee*	Additional Information
Smoke Alarms / Detectors	Acquisition	Renewal / Maintenance	Council to inspect and on-charge Lessee
HVAC			
Heating and Cooling Systems (including pipes and vents)	Acquisition / Renewal	Maintenance	Lessee to service in accordance with the manufacturer's specification
Plumbing			
Drinking fountain and handwashing facilities - External	Total Responsibility	Nil Responsibility	
Gutters and Downpipes	Acquisition / Renewal	Maintenance	Lessee to keep clear of debris / leaf litter
Hot Water Service	Acquisition / Renewal	Maintenance	
Pipes – on/within Premises	Acquisition / Renewal	Maintenance	
Pipes – to Premises	Total Responsibility	Nil Responsibility	
Pumps	Acquisition	Renewal / Maintenance	If applicable
Tapware	Acquisition	Renewal / Maintenance	
Security			
Alarm System	Acquisition	Renewal / Maintenance	Lessee responsible for alarms/call-outs
CCTV	Acquisition	Renewal / Maintenance	If applicable
Locks, Keys, Swipes and Card Readers	Acquisition	Renewal / Maintenance	Council to on-charge for additional or lost keys/swipes and new barrels if required.
Fit Out			
Amenities (excluding Public Toilets)	Acquisition	Renewal / Maintenance	All wet areas including toilets and showers.

Premises			
Description	Council	Lessee*	Additional Information
			Lessee to keep clean/free of mould and grime.
Ceilings	Acquisition / Renewal	Maintenance	
Curtains and Blinds	Acquisition	Renewal / Maintenance	If applicable
Fixtures and Fittings - Other	Acquisition	Renewal / Maintenance	Refer to Equipment Schedule for asset ownership and responsibility
Floor Coverings	Acquisition	Renewal / Maintenance	Lessee to professionally clean at least annually.
Internal Doors	Acquisition	Renewal / Maintenance	
Paintwork - Internal	Acquisition	Renewal / Maintenance	Lessee to repaint every seven (7) years and at end of lease.
Public Toilets	Total responsibility	Nil responsibility	Council will service as per public toilet schedule and determine opening and closing times. The Lessee may undertake additional servicing as required at their own cost.
Walls – Internal	Acquisition / Renewal	Maintenance	Lessee to keep clean/free of mould and grime.
Other			
Cleaning - Internal and within 3 metres of the exterior of the building	Nil Responsibility	Total responsibility	Premises are to be professionally cleaned at least annually
Communications / Sound Systems	Acquisition	Renewal / Maintenance	
Exhaust/Extraction Fan(s)	Acquisition	Renewal / Maintenance	Lessee to clean at least annually
Fixed Seating - Outdoor	Acquisition / Renewal	Maintenance	

Premises			
Description	Council	Lessee*	Additional Information
Graffiti – External	Nil Responsibility	Total Responsibility	Lessee to remove within seven (7) days
Graffiti - Internal	Nil Responsibility	Total Responsibility	
Grease Traps	Acquisition	Renewal / Maintenance	Lessee to clean at least annually
Loose Furniture - Interior	Acquisition	Renewal / Maintenance	
Loose Electrical Appliances	Nil Responsibility	Total Responsibility	Lessee to test and tag
Pest Control	Nil Responsibility	Total Responsibility	Annual Pest Inspection with evidence provided to Council
Signage – Internal (non-essential)	Nil Responsibility	Total Responsibility	
Waste Management	Waste (Landfill) Collection up to a maximum of four x 240 litre bins	Total Responsibility (excluding landfill waste collection)	The Lessee must place landfill waste bins kerbside one (1) day before collection.
Inspections			
Comprehensive Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs every four (4) years
General Premises Inspections	Total Responsibility	Nil Responsibility	Typically occurs annually

*** Landowner Consent required for all Renewal**

Licence Area			
Description	Council	Lessee*	Additional Information
Artificial Turf Management	-	-	Not applicable
Court Surfaces	-	-	Not applicable
Cricket Nets	Nil Responsibility	Total Responsibility	
Fencing	-	-	Not applicable
Goal Posts - All	Nil Responsibility	Total Responsibility	Lessee to store neatly and as per manufacturer's specifications
Hard and turf wickets/pitches	Nil Responsibility	Total Responsibility	Lessee to cover/uncover as required
Irrigation System (including valves, controllers and meters)	Nil Responsibility	Total responsibility	Lessee responsible from the point of the main supply
Landscape Areas (as per Approved Plans)	Acquisition	Renewal / Maintenance	Lessee to irrigate and keep free from weeds
Line Marking	Nil Responsibility	Total Responsibility	
Natural Turf Management	Council to mow fortnightly	Total Responsibility	Lessee to conduct pre-match inspection
Outdoor Furniture and Elements – Non-Council Asset	Nil responsibility	Total responsibility	Including coaches' boxes, shelters, etc.
Shedding	-	-	Not applicable
Scoreboards	Nil Responsibility	Total Responsibility	
Sports Lights and Sports Lighting Towers	Nil Responsibility	Total Responsibility	Council to inspect annually and on-charge Lessee
Unimproved Surfaces	Nil Responsibility	Total Responsibility	Lessee to keep clean, free from weeds and unobstructed
Walkways and roadways (as per Approved Plans)	Acquisition / Renewal	Maintenance	Lessee to keep clean and unobstructed
Water Tanks	Nil Responsibility	Total Responsibility	If applicable

*** Landowner Consent required for all Renewal**

GRIEVE
GILLET
ARCHITECTS

ASPECT Studios™



23155_PARK 21W CLUBROOM DETAILED DESIGN

PREPARED FOR THE CITY OF ADELAIDE COUNCIL
JUNE 2025



GOODWOOD ROAD

PAVILION 1

PAVILION 2

LEGEND

-  CONCRETE PAVING
-  PERMEABLE PAVING
-  BRICK FEATURE PAVING
-  CEMENT STABILISED FINES/
COMPACTED RUBBLE
-  BRICK CLAD CONCRETE
SEATING WALL
-  TRELLIS PLANTING
-  GARDEN BED
-  TURF
-  NEW TREE
-  EXISTING TREE TO
BE RETAINED

PAVILION 1: 229 SQ M

PAVILION 2: 354 SQ M

TOTAL: 583 SQ M





GOODWOOD ROAD

NEW NATIVE PLANTING; DETAILED DESIGN TO ENSURE LOW-GROWING SPECIES ALONG PATHWAYS TO MAINTAIN SAFE SIGHTLINES THROUGH THE LANDSCAPE. ANY PLANTED MOUNDING IS PROPOSED TO BE LOW, AND TREES ARE TO BE CLEAR-TRUNKED SPECIES

MAINTAIN SAFE AND LEGIBLE PEDESTRIAN MOVEMENT AND SIGHTLINES THROUGHOUT THE SITE

FUTURE PARK LANDS TRAIL ALIGNMENT

BUILDING 'PORTAL' AND SURROUNDS TO BE ILLUMINATED AT NIGHT

-  KEY SIGHT LINE
-  ACCESS TO PARK LANDS
-  ACCESS TO GOODWOOD ROAD

ASPECT Studios™



Scale:
1:250 @ A3

0 5 8 10 M

PARK 21W CHANGE ROOMS

ADL25003

CPTED Plan

Planting Palette

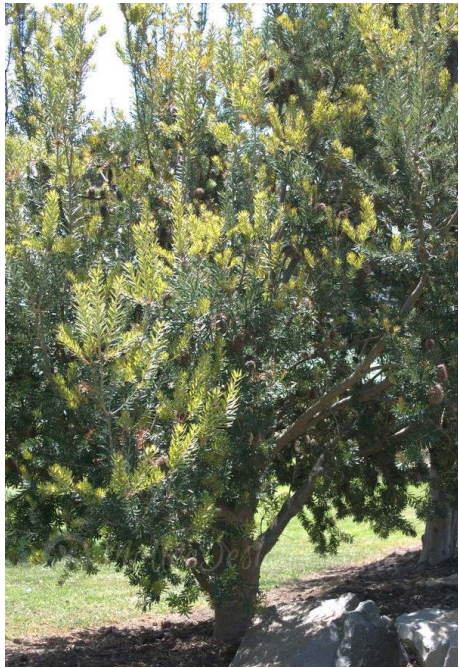
Trees	
1	<i>Acacia pycnantha</i> Golden Wattle
2	<i>Allocasuarina verticillata</i> Drooping Sheoak
3	<i>Banksia marginata</i> Silver banksia
4	<i>Callitris gracilis</i> Southern cypress-pine
5	<i>Eucalyptus leucoxylon</i> SA Blue Gum
6	<i>Eucalyptus microcarpa</i> Grey box
Shrubs	
7	<i>Acacia acinacea</i> Round-leaf Wattle
8	<i>Bursaria spinosa</i> Christmas Bush
9	<i>Cullen australasicum</i> Scurf Pea
10	<i>Dodonaea viscosa</i> Sticky Hop Bush
11	<i>Lavatera plebeia</i> Australian Hollyhock
12	<i>Melaleuca brevifolia</i> Short-leaf Honey-Myrtle
13	<i>Myoporum viscosum</i> Sticky Boobialla



1



2



3



4



5



6



7



8



9



10



11



12



13

Planting Palette

Low Shrubs & Groundcovers

1	<i>Chrysocephalum apiculatum</i> Common Everlasting
2	<i>Correa glabra</i> Rock Correa
3	<i>Dianella revoluta</i> Black Anther Flax-lily
4	<i>Enchylaena tomentosa</i> Ruby Saltbush
5	<i>Goodenia amplexans</i> Clasping Goodenia
6	<i>Grevillea lavendulacea</i> Lavender grevillea
7	<i>Hardenbergia violacea</i> Native Lilac
8	<i>Myoporum parvifolium</i> Creeping boobialla
9	<i>Olearia ramulosa</i> Twiggy Daisy Bush
10	<i>Poa labillardieri</i> Common tussock-grass
11	<i>Themeda triandra</i> Kangaroo Grass

Riparian

12	<i>Carex appresa</i> Tall Sedge
13	<i>Carex fascicularis</i> Tassel Sedge
14	<i>Cyperus vaginatus</i> Stiff Flat-sedge
15	<i>Ficinia nodosa</i> Knobby Club-rush
16	<i>Juncus pallidus</i> Pale Rush
17	<i>Lomandra multiflora</i> Mat-rush



1



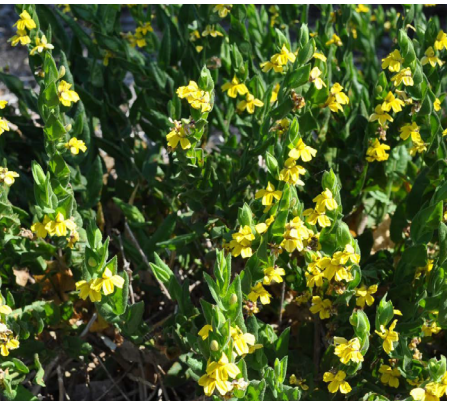
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3



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6



7



8



9



10



11



12



13



14



15



16



17

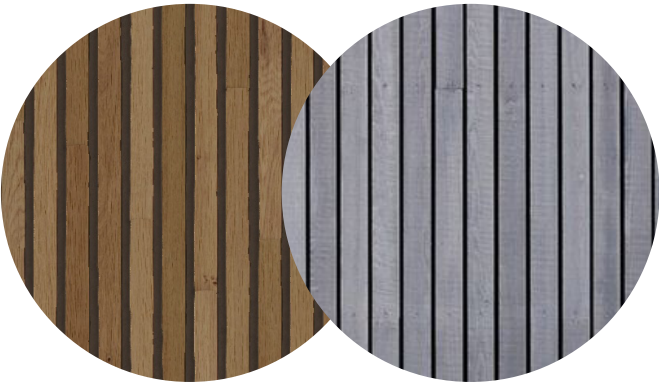
ELEVATIONS



TBT : TIMBER BATTEN WALL AND SCREENS
PC: POLYCARBONATE SHEET
MRS 1, MRS 2: VM ZINC METAL ROOF SHEETING
FC: FIBRE CEMENT WALL CLADDING
FB: FACE BRICKWORK

MATERIAL PALETTE

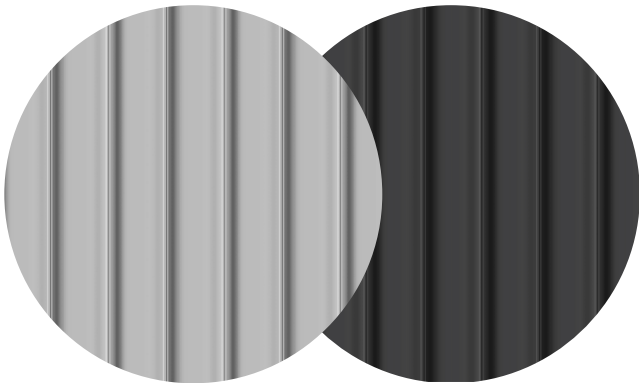
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TBT
TIMBER BATTEN WALL
AND SCREENS



PC
POLYCARBONATE SHEET
COLOUR: OPAL
SEAMLESS FINISH



MRS 1, MRS 2
VM ZINC METAL ROOF SHEETING
COLOUR: SOUTHERLY, MONUMENT



FC
FIBRE CEMENT WALL
CLADDING



FB
FACE BRICKWORK
BOWRAL HIGHLANDS
COLOUR: MERYLA

SUSTAINABILITY CONSIDERATIONS

BUILDING STRATEGIES

✓ LOW VOC PRODUCTS

✓ REDUCED ENERGY USAGE

- Use of a heat pump and overall design considerations will put less demand on energy usage

✓ LED LIGHTING WITH SMART CONTROLS

REDUCED EMBODIED CARBON

- Concrete slab to be specified as low-carbon or use partially recycled content
- Reduce applied finishes throughout to minimise future maintenance

✓ WATER EFFICIENT

- Low water use hydraulic fixtures and fittings
- Collected storm water to be detained on site in vegetated basin

✓ LIGHT-COLOURED FACADES

- Colour selection for roof to reduce heat absorption + heat radiance on site

✓ EXTERNAL SUN-SHADING

- Horizontal and vertical sun-shading elements reduces solar gain during summer months

✓ NATURAL VENTILATION

✓ DAYLIGHT ACCESS

- High-level windows provide light to change rooms in particular, reducing power consumption

✓ HIGH MECHANICAL VENTILATION RATES

✓ REDUCED CONSTRUCTION WASTE

- Materials to be sorted appropriately on-site to reduce waste sent to landfill
- Building designed to standardised material dimensions to reduce off-cut waste

✓ CIRCULAR ECONOMY

- Where possible local materials and suppliers will be specified
- Local trades and businesses to be involved

✓ ACCESSIBLE DESIGN

- Building is fully accessible and provides accessible facilities

SITE STRATEGIES

✓ DESIGN WITH NATURE

- Working around existing trees on site

✓ CONNECTED TO LANDSCAPE

✓ ENDEMIC PLANTING SPECIES

✓ CLIMATE CHANGE RESILIENCE

- Reduced energy demand
- Raised above 1:100 year flood level
- Introducing more trees to increase canopy cover

✓ DROUGHT-TOLERANT PLANTING SPECIES

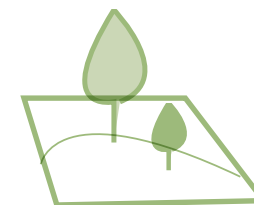
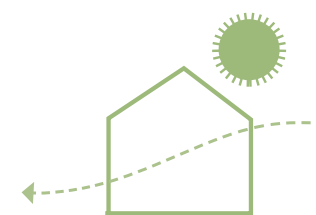
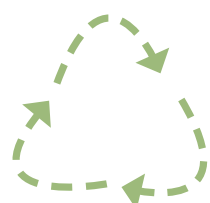
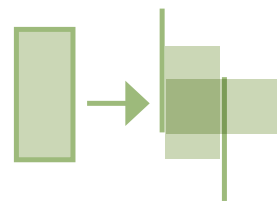
- Low water use plantings that thrive in the environment across all seasons

✓ PERMEABLE PAVING

- Pathway material selections reduce site run-off

✓ DRINKING WATER STATIONS

✓ SEPARATED BINS





VISUALISATION



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Kadaltilla

Adelaide Park Lands Authority

South Park Lands Creek – Open Channel Stormwater Projects

**Thursday, 26 June 2025
Board Meeting**

Author:

Mark Goudge, Associate
Director Infrastructure

Public

Purpose

This report presents the proposal for stormwater channel rehabilitation works to reaches of South Park Lands Creek within Pelzer Park / Pityarilla (Park 19) and Blue Gum Park / Kurangga (Park 20) as part of two connected Open Channel Stormwater Rehabilitation projects.

The project will address the concerns relating to the poor condition and ongoing erosion of the open stormwater channel, while conserving the existing mature trees, enhancing Park Lands safety and accessibility, and appropriately managing stormwater. The project has additionally incorporated works to improve the biodiversity and amenity of these sections of watercourse.

Recommendation

THAT THE KADALTILLA / ADELAIDE PARK LANDS AUTHORITY ADVISES COUNCIL:

That the Kadaltilla / Adelaide Park Lands Authority:

1. Supports the preferred concept design options for Pelzer Park / Pityarilla (Park 19) - Option 2 (Riffles and Bank Rehabilitation) and Blue Gum Park / Kurangga (Park 20) - Option 3 (Channel realignment and backfilling) through to detailed design, as contained in Attachment A to Item 5.6 on the Agenda for the meeting of the Board of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.
 2. Notes that the Administration will provide further updates to Kadaltilla as the design progresses.
-

Implications

Adelaide Park Lands Management Strategy 2015-2025	Adelaide Park Lands Management Strategy 2015-2025 Strategy 4.2 – Enhance the ecological health of Park Lands Watercourses (Page 24) Key Move (4) for Southeast Park Lands Precinct - Expand the existing BMX track and improve facilities and amenity. Develop the hub to encourage exploration deeper into the park, linking to nature play opportunities and an enhanced woodland adjacent. Restore the creek line and provide a riparian corridor that enables access at key locations through the provision of gentle batter slopes, gravel 'beaches' or decking to encourage interaction and exploration. Incorporate a wetland to assist with stormwater management and provide opportunities for recreation and interpretation (Page 52).
2023-2028 Strategic Plan	Kadaltilla / Adelaide Park Lands Authority 2023-2028 Strategic Plan Strategic Plan Alignment – Environmental Performance Our Environment - The status, attributes and character of our green spaces and the Park Lands are protected and strengthened. Our Places - Community assets are adaptable and responsibly maintained - Create new assets to meet emerging community needs with a focus on safe design, construction and maintenance.
City of Adelaide Strategies	Asset Management Plan: To restore our open channels to as-new condition and ensure they can convey the required design flows. Integrated Climate Strategy - Goal 1. A climate resilient city. Adelaide Park Lands Management Strategy - Goal 3 — Natural Systems, Cultural Landscapes and Climate Resilience.
Policy	Not as a result of this report.
Consultation	Adelaide Park Lands Advisory Group
Resource	Not as a result of this report.
Risk / Legal / Legislative	<i>Environment Protection and Biodiversity Conservation (EPBC) Act 1999</i> Tree removal and replacement. Impact is low however it would be confirmed through advice from arborists during the detailed design phase.
Opportunities	Not as a result of this report.
City of Adelaide Budget Allocation	South Park Lands Creek - Reach 7 - Open Channel Stormwater Rehabilitation East of Unley Road 2024/25 \$38,000. South Park Lands Creek - Park 20 Open Channel Stormwater - West of Unley Road 2024/25 \$58,250.

Capital Infrastructure Projects	The project will address the concerns relating to the poor condition and ongoing erosion of the open channel, while conserving the existing mature trees, enhancing Park Lands safety and accessibility, and appropriately managing stormwater infrastructure to be discharged accordantly.
Life of Project, Service, Initiative or (Expectancy of) Asset	50 to 100 years asset life expectancy, depending on asset type.
Ongoing Costs (eg maintenance cost)	Not as a result of this report.
Other Funding Sources	No other external funded sources identified.

Discussion

Project Background

1. The project was initiated as a stormwater renewal project with the objective to rehabilitate the existing open channel running through both Pelzer Park / Pityarilla (Park 19) and Blue Gum Park / Kurangga (Park 20). The channel performance is a key factor influencing stormwater management in the area. Renewal is required because the open channel presents a public safety risk, and the asset continues to deteriorate at a rapid rate.
2. The South Park Lands Creek Rehabilitation Master Plan (2016) was developed to rehabilitate a wide extent of Southern Parkland with recent design and construction occurring in upstream segments of the watercourse. Restoration of the Park 20 and 19 channels was not included within the original Master Plan.
3. The existing unfenced open channel with steep banks poses an ongoing risk to public safety, which is exacerbated by progressive erosion affecting the performance of the stormwater asset and undermining the integrity of the channel banks.
4. Ongoing erosion is also posing a risk to the row of mature trees located adjacent to the banks of the channel. A total of 91 trees, including (17 significant trees and 16 regulated trees) line the channel in Park 19. A total of 44 trees, including (21 significant trees and 12 regulated trees) line the channel in Park 20.
5. The project scope will improve the stormwater management function of the channel and address the erosion problem, supporting long-term health and preservation of existing trees. The project additionally seeks to reduce the safety risks associated with the existing deeply incised channel within the open space of the Park Lands.
6. To assist with developing the three concept options, Preliminary Investigation Reports and Optioneering Analysis was completed for both Park 19 and Park 20.

Proposed Concept Design Options

7. This report provides information regarding the development of the concept design options including a comparison of; tree impacts, hydraulic impact, public safety improvement and increase in biodiversity and amenity.
8. The Concept Design Report ([Link 1](#)) includes preliminary cost estimates, civil and landscape drawings to complement each design in detail.

8.1. Park 19

8.1.1. Option 1: Local Bed and Bank Rehabilitation

Minimal impact approach where the channel is physically widened in areas which will not encroach into the protected root zones of the adjacent trees. This solution would not impact any significant or regulated trees, while offering only minimal improvement to hydraulic capacity and public safety. Improvements to biodiversity are also expected in widened sections of the channel. Indicative cost estimate at this phase of design is \$770,000.

8.1.2. Option 2: Riffles and Bank Rehabilitation

Moderate impact approach where rock structures are incorporated to reduce the velocity of flow in the channel. Reshaping of the channel would have no significant impact to trees while allowing bank rehabilitation to improve public safety and biodiversity opportunity. While the peak water levels will increase in comparison to other options, the reduction in peak flow velocity will provide greater benefit with respect to erosion control. Indicative cost estimate at this phase of design is \$750,000.

8.1.3. Option 3: Channel Rehabilitation and Box Culverts

High impact strategy to control the channel flows in selected locations using engineered structures. While this option presents the greatest benefit for public safety it poses a larger risk to tree root structures through the construction methodology. This option will provide benefit to flow management and the opportunity to incorporate improvements to biodiversity

and amenity. The requirement for more rigorous maintenance of the watercourse throughout design life will however far exceed that proposed for previous options. Indicative cost estimate at this phase of design is \$850,000.

8.2. Park 20

8.2.1. Option 1: Rock Armour and Velocity Management

Low-moderate impact approach where both velocity management structures and channel reshaping are utilised with respect to the location of surrounding trees. A specialised construction methodology will be required to suit the higher concentration of trees throughout this portion of the watercourse compared to Park 19. This option will provide minimal change to the existing hydrology of the watercourse and offer public safety improvements only in areas of lower tree density where the channel can be reshaped. It is suggested that fencing or dense vegetation planting is used in remaining areas where the creek edge falls over 1.5m, near vertically. Improvements to biodiversity are expected to be minimal. Indicative cost estimate at this phase of design is \$610,000.

8.2.2. Option 2: Box Culvert Protection Structure

High impact solution to control the flow of stormwater through the bend in the channel, where the most significant erosion is observed. The option presents the greatest impact to adjacent trees and root systems and will impact natural recharge of the soil. Construction of a culvert will offer the greatest protection to further erosion, while offering minimal change to peak water levels modelled for peak flow events. This option will require considerations for public safety along with the introduced fall risks associated with the culvert itself. The informal channel created above the culvert structure is expected to present an opportunity for biodiversity improvement further to that presented in Option 1. Indicative cost estimate at this phase of design is \$770,000.

8.2.3. Option 3: Channel realignment and backfilling

High impact solution which proposes a low flow culvert structure beneath the existing path and infilling the remainder of the channel to suit. This option aims to minimise impact to trees with respect of standardised protection zones, recognising the extent of root systems for some mature species is not fully understood. The configuration of a bypass culvert and reshaped open channel best mitigates the current public safety risk through fall protection into an open channel for majority of the watercourse. The impact to soil recharge and requirement for maintenance during design life will be maximised. Improvements to biodiversity will be comparable to previous options with further opportunities throughout the regions for channel backfilling. Indicative cost estimate at this phase of design is \$1,000,000.

Recommended Concept Design

9. The preferred Concept Design options for the Park 19 and 20 Open Channel Stormwater Rehabilitation Project are available at Attachment A.
10. The recommended option for Park 19 is Option 2 (Riffles and Bank Rehabilitation) with further investigation to ensure that both velocity protection structures and bank rehabilitation have no impact to existing trees. Where bank rehabilitation is feasible, it shall endeavour to flatten the bank slope as far as practicable while incorporating both vegetation and signage in remaining areas.
11. The recommended option for Park 20 is Option 3 (Channel realignment and backfilling) with further investigation to employ similar public safety provisions to create continuity between the two sections of this project and the greater Park Lands area.

Data and Supporting Information

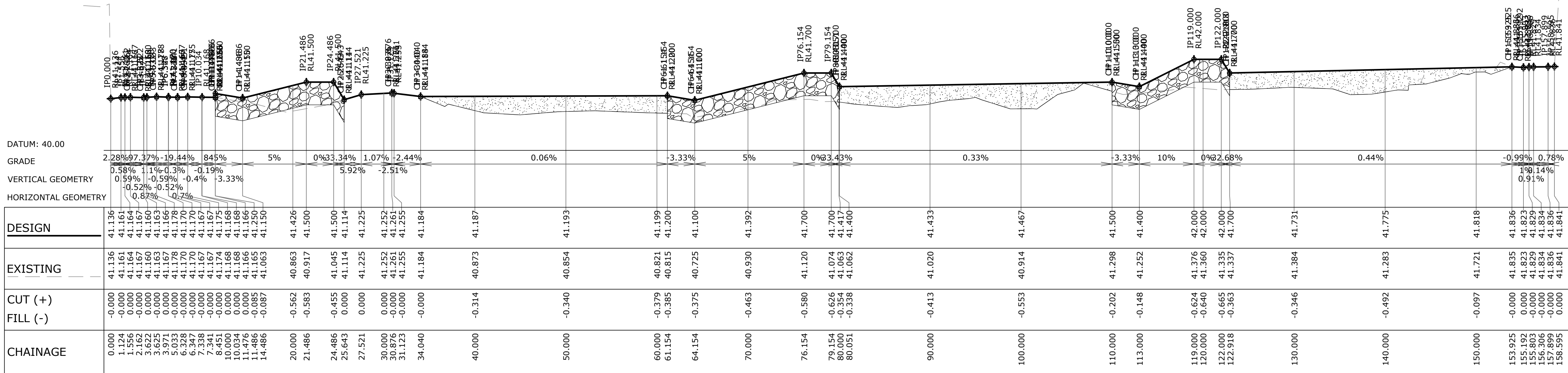
[Link 1](#) - Park 19 and 20 Open Channel Stormwater Rehabilitation Concept Design Pack

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Attachments

Attachment A – Park 19 and 20 Open Channel Stormwater Rehabilitation Concept Design Preferred Options

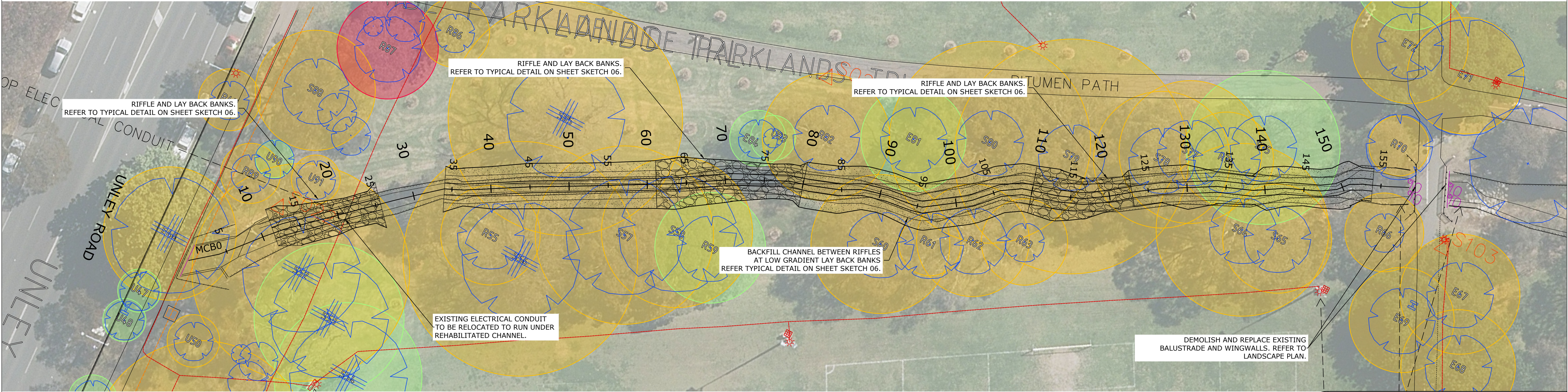
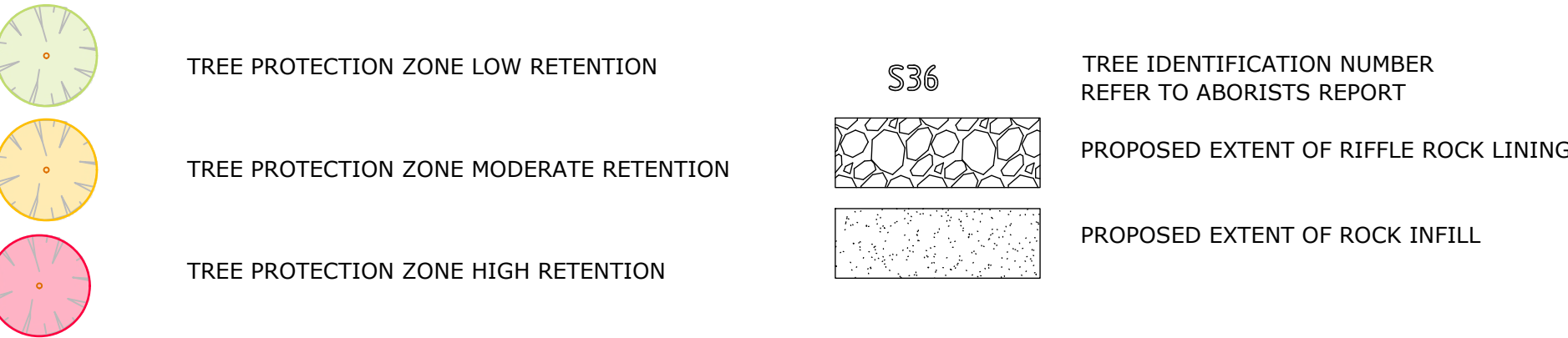
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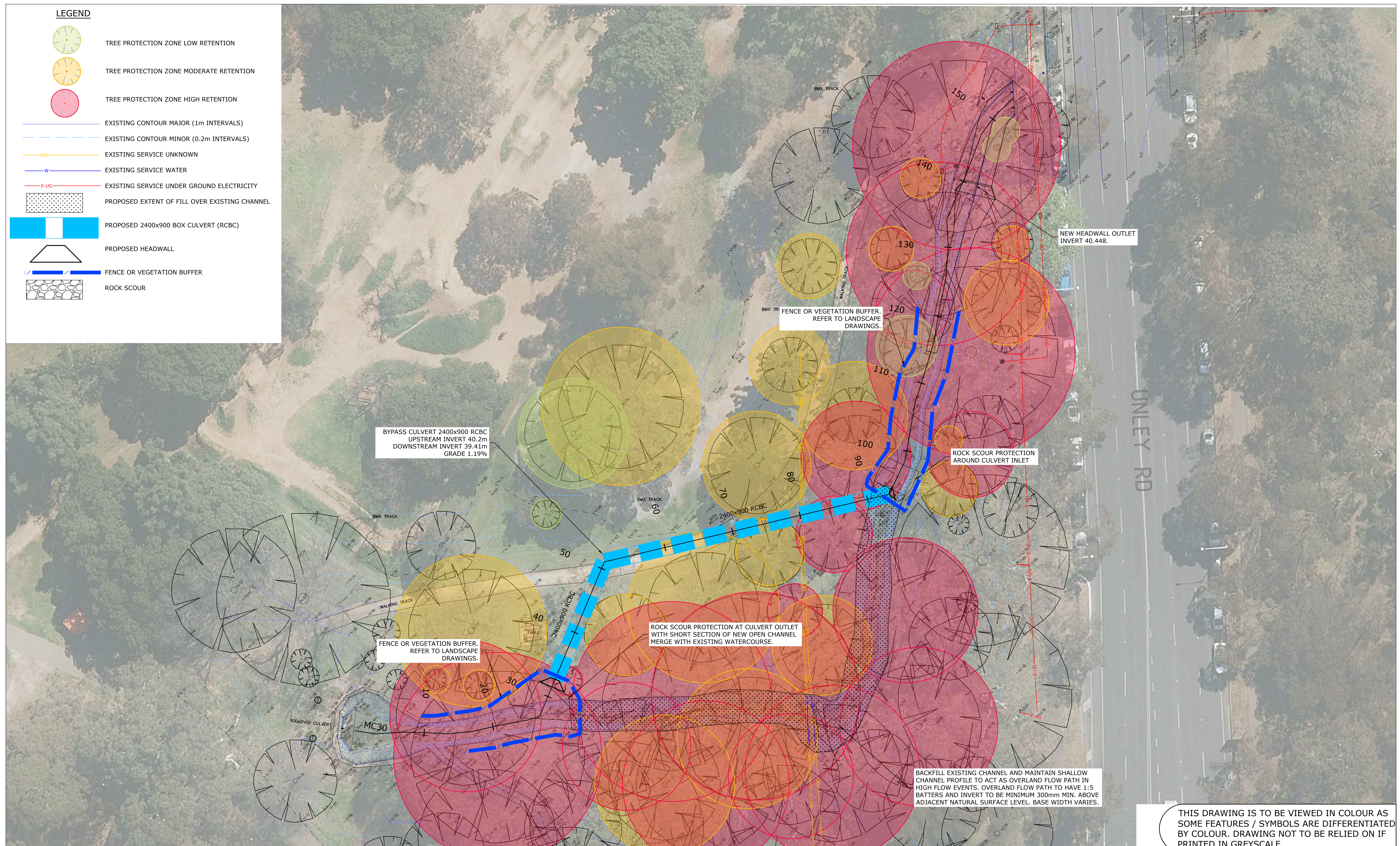


LONGITUDINAL PROFILE - MCB0

HORIZONTAL SCALE 1 : 250
VERTICAL SCALE 1 : 50

LEGEND





0

2.5

5

10

15

1:250 (A1); 1:500 (A3)

100mm ON ORIGINAL DRAWING - DO NOT SCALE DRAWING

SHEET SIZE

A1

Kadaltilla

Adelaide Park Lands Authority

Adelaide Aquatic Centre Redevelopment Update

Thursday, 26 June 2025
Board Meeting

Author: Ilia Houridis, Director
City Shaping

Public

Purpose

This report provides Kadaltilla / Adelaide Park Lands Authority with an update on the State Government's New Adelaide Aquatic Centre Redevelopment and the Council Funded Works in the area of Denise Norton Park / Pardipardinyilla (Park 2).

Council allocated up to \$20,000,000 in capital investment in its 2024/25 Annual Business Plan and Budget and in line with Council's decision of [10 December 2024](#) the allocation was for the purposes of demolition of the existing Adelaide Aquatic Centre to make way for the State Government's Adelaide Aquatic Centre Redevelopment, and the construction of a new community oval in Park 2 as part of the Return to Park Land Zone.

As part of that decision, Council authorised the Administration to progress and finalise the cost and design of the demolition and Return to Park Land Zone works and the Draft 42-Year Park Lands Lease.

Administration confirmed scope of its work with the Department of Infrastructure and Transport (DIT) and negotiated a Total Fixed Price Contract of \$14,144,480 (GST Exclusive) for the Council Funded Works for the Adelaide Aquatic Centre Development in Denise Norton Park / Pardipardinyilla (Park 2).

This report notes the final detailed design of the community oval and confirms completion of the demolition works in line with the allocated budget.

The report also outlines next steps to be progressed in 2025, which include:

- decanting from the project site,
- tree planting approach for the project as it progresses to practical completion.

Recommendation

That the Kadaltilla / Adelaide Park Lands Authority:

1. Notes the Total Fixed Price Contract of \$14,144,480 (GST Exclusive) for the Council Funded Works for the Adelaide Aquatic Centre Development in Denise Norton Park / Pardipardinyilla (Park 2).
2. Notes the correspondence received from the Clerk of the House of Assembly, Mr Rick Crump (Attachment A) and the Clerk of the Legislative Council, Mr Chris Schwarz (Attachment B) confirming that the 42-Year Park Lands Lease was tabled in both Houses of Parliament on 6 March 2025, and that no Notice of Motion for a disallowance of the grant of lease – pursuant to section 21 of the *Adelaide Park Lands Act 2005* – was given in either House of Parliament before the time for such a resolution ended on 4 June 2025.
3. Notes the ongoing work of Administration, which includes:
 - 3.1. future engagement with Barton Terrace West residents on a proposed tree planting plan (during Q1 of 2025-26); and

- 3.2. the development of a landscape design for the open space and tree buffer zone south of the Adelaide Aquatic Centre and adjacent Barton Terrace West and a report back to Council.
 4. Notes the community oval renders as contained in Attachment C to Item 6.1 [Adelaide Aquatic Centre Redevelopment Update] on the Agenda for the meeting of Kadaltilla / Adelaide Park Lands Authority held on 26 June 2025.
-

Implications

Adelaide Park Lands Management Strategy 2015-2025	Adelaide Park Lands Management Strategy 2015-2025 The Adelaide Park Lands Management Strategy looks to strengthen the role of the Park Lands as a regional destination for competitive sport and a variety of active and passive forms of recreation. (Strategy 1.6).
2023-2028 Strategic Plan	Kadaltilla / Adelaide Park Lands Authority 2023-2028 Strategic Plan Strategic Plan Alignment – Management and Protection
City of Adelaide Strategies	City of Adelaide 2024-2028 Strategic Plan – Strategic Alignment: Our Community
Policy	The Community Land Management Plan (CLMP) for Park 2 supports the provision of facilities for aquatic activities and the granting of a long-term lease to facilitate the State Government's ownership, management and operation of the facility.
Consultation	<i>Local Government Act 1999 (SA)</i> Section 202 – Community consultation occurred over a three-week period (13 July 2023 to 3 August 2023).
Resource	Undertaken within current Council operational resources.
Risk / Legal / Legislative	The State Government's development impacts land that Council licences to Blackfriars Priory School (Blackfriars). Associated risks are being mitigated by engaging in regular communication since the project was announced. The 42-Year Park Lands Lease Agreement was tabled in both Houses of Parliament on 6 March 2025. No Notice of Motion for a disallowance of the grant of lease – pursuant to section 21 of the <i>Adelaide Park Lands Act 2005</i> – was given in either House of Parliament before the time for such a resolution ended on 4 June 2025.
Design	The Adelaide Aquatic Centre Redevelopment supports the principles of Good Design, including: Context; Inclusive; Durable; Value; Performance; Sustainable. National Heritage Management Plan (NHMP) - Documents supporting the project's development application established that the development would be consistent with the Adelaide Park Lands National Heritage Values. - In particular, the development replicates an existing use and provides accessibility to the community, and also maintains appropriate siting, setback, visual impact, and physical impact. Tree removal and replacement: - Replacement planting of advanced trees is planned adjacent Barton Terrace West to infill existing tree rows and create a wider tree buffer zone. - Delivery of the community oval has ensured that no trees have been removed for the purposes of the community oval.

Opportunities	The Adelaide Aquatic Centre Redevelopment provides a unique opportunity to re-build an aged and highly valued community asset.
City of Adelaide Budget Allocation	2024-25 Budget allocation: \$8,486,688 (GST Exclusive) of capital was allocated in the 2024/25 budget and this allocation is on track to be spent, with DIT to invoice for works completed to date which includes the demolition of the previous Adelaide Aquatic Centre and addressing latent conditions with regard to the project. Proposed 2025-26 Budget allocation: \$5,657,792 (GST Exclusive) of capital is allocated in the 2025/26 Annual Business Plan and Budget to complete the community oval and associated landscaping works to finalise Council's obligations as they relate to the Adelaide Aquatic Centre Redevelopment.
Capital Infrastructure Projects	Not as a result of this report.
Life of Project, Service, Initiative or (Expectancy of) Asset	42-Year Park Lands Lease Agreement. New Adelaide Aquatic Centre Redevelopment remains an asset of the State Government, with the land remaining in the care and control of the City of Adelaide.
Ongoing Costs (eg maintenance cost)	Not as a result of this report.
Other Funding Sources	Not as a result of this report.

Discussion

1. On 1 August 2024, Council ceased operation of the Adelaide Aquatic Centre, when possession and control of the site were officially handed over to the Minister for Infrastructure and Transport in accordance with the Project Agreement between The Corporation of the City of Adelaide and the Minister for Infrastructure and Transport for the New Adelaide Aquatic Centre (the Project Agreement).

Adelaide Aquatic Centre Redevelopment – Project Update

2. Program delivery for the Adelaide Aquatic Centre Redevelopment is on track for delivery by the end of 2025 and opening in the summer of 2026.
 - 2.1. Demolition works including asbestos removal is complete.
 - 2.2. Structural works and roofing are nearing completion.
 - 2.3. Pool shell construction is complete and tiling has started.
 - 2.4. Window glazing, air conditioning and mechanical services are underway.
 - 2.5. Internal fit out in the administration zone has commenced.
3. Wayfinding through Denise Norton Park / Pardipardinyilla (Park 2) has been designed and is consistent with the City of Adelaide wayfinding suite for the Park Lands. Incorporated within this planning and consistent with the themes developed by DIT and their design team for the new Adelaide Aquatic Centre, opportunities are being explored through wayfinding and artworks with the design consultants to extend cultural thematic narratives from the built form into the surrounding landscape.
4. Design work on the section of the Park Lands Trail that intersects the Adelaide Aquatic Centre Precinct is in final design review. Trail and pathway connectivity works are on track to be opened at the same time as the Centre.
5. The financial status of the project is on track.

Community oval

6. On 10 December 2024, Council noted the design of the community oval for Park 2.
7. Design moved to the 100% design documentation, which allowed for confirmation of a Total Fixed Price Contract and removed cost risk exposure to Council, whilst delivering an outcome in line with Council's resolution of 10 December 2024. Community oval renders are shown in Attachment C.
8. Bulk earthworks have commenced on site including preparation for inground drainage and irrigation services.
9. The delivery of the oval is on track for the end of 2025.
10. Through ongoing discussions with the current lease holder of the community building and ovals on Park 2, Blackfriars, the design of the community oval has been optimised to provide a 47m width and 3m run off zone. The oval will provide for soccer and cricket usage and delivery of the community oval has ensured that no trees have been removed for the purposes of the community oval. Renders of the community oval are provided in Attachment C.
11. Noting, as a result of the repositioning of the new Adelaide Aquatic Centre, the ability to reinstate two community ovals to replace the two lost in the south western corner of Park 2 was not possible. However, lighting of the new community oval will extend the ability for training and matches year-round.

Tree Plantings and Barton Terrace West Residents

12. Replacement planting of advanced trees is planned adjacent Barton Terrace West to infill existing tree rows and create a wider tree buffer zone.
13. A central open space south of the facility has been retained to provide a recreation and spill out zone for informal community and school use.
14. Administration will engage with Barton Terrace West residents on the proposed planting plan in Q1 of the 2025/26 financial year.

Lease

15. On 10 December 2024, Council noted the draft 42-Year Park Lands Lease Agreement between the Corporation of the City of Adelaide and the Minister for Recreation, Sport and Racing (Lessee) for the Adelaide Aquatic Centre Redevelopment following community consultation on the lease.

16. Negotiations on the final terms of the Lease were finalised on 6 March 2025 and submitted by Administration to the Legislative Council, to be tabled in both Houses of Parliament in accordance with the *Adelaide Park Lands Act 2005* (SA).
17. The Lease was tabled in both Houses of Parliament on 6 March 2025. No Notice of Motion for a disallowance of the grant of lease – pursuant to section 21 of the *Adelaide Park Lands Act 2005* – was given in either House of Parliament before the time for such a resolution ended on 4 June 2025.

Operation of the new Adelaide Aquatic Centre

18. On 6 May 2025, the State Government [announced](#) that YMCA Aquatic and Leisure Services – the operators of the State Aquatic and Leisure Centre (YMCA) at Marion – has been engaged as the facility operator for the new Adelaide Aquatic Centre, with up to 300 jobs being created.
19. A key feature negotiated by Administration and supported by the State Government through the early phases of the project, was the opportunity to reconnect former staff with the new operator and offer opportunities for former City of Adelaide staff to take on employment opportunities when the centre reopens.
20. Administration worked with the Office for Recreation, Sport and Racing (ORSR) and DIT to facilitate both the placement of staff at alternative aquatic centres across the State and to prepare a register of interest for CoA employees (permanent, part time or casuals) to be contacted when the new operator was appointed in readiness for the opening of the new Centre.
21. As part of the [media release](#) announcing YMCA Aquatic and Leisure Services as the Centre's operator, the State Government confirmed its commitment to engage with the staff of the former Adelaide Aquatic Centre and provide them with the first opportunity to express interest in the Centre's new roles.
22. The YMCA and the ORSR will continue to reach out to former CoA staff in the coming weeks.

Next Steps

23. Administration will continue to monitor:
 - 23.1. the installation of wayfinding signs through Park 2; and
 - 23.2. the design work and construction associated with the section of the Park Lands Trail that intersects with the Adelaide Aquatic Centre Precinct.
24. Administration will engage with Barton Terrace West residents on the proposed tree planting plan in Q1 of 2025-26 and develop a landscape design for the open space and tree buffer zone south of the Adelaide Aquatic Centre and adjacent Barton Terrace West and report back to Council.

Attachments

Attachment A – Letter from Rick Crump (Clerk – House of Assembly) re Adelaide Aquatic Centre

Attachment B – Letter from Chris Schwarz (Clerk – Legislative Assembly) re Adelaide Aquatic Centre

Attachment C – Community Oval Renders

- END OF REPORT -



5 June 2025

Mr Michael Ryan
Partner
Norman Waterhouse Lawyers Pty Ltd
GPO Box 639
ADELAIDE SA 5000

Dear Mr Ryan

RE: Corporation of the City of Adelaide and Minister for Sport, Recreation and Racing Lease to North Adelaide Aquatic Centre – Adelaide Park Lands Lease (Park 2)

I refer to my previous correspondence dated 7 March 2025, regarding the negotiated lease between the Corporation of the City of Adelaide and Minister for Sport, Recreation and Racing and the North Adelaide Aquatic Centre, which as per my previous correspondence was tabled in the House of Assembly by the Speaker on 6 March 2025, pursuant to Section 21 of the *Adelaide Park Lands Act 2005*.

I note that, pursuant to s.21 (4) of the *Adelaide Park Lands Act 2005*, either House of Parliament may resolve to disallow the grant or renewal of a lease pursuant to a notice of motion given within 14 sitting days of its tabling.

Section 21 (5) of the *Adelaide Park Lands Act 2005* provides that the Council may only grant or renew a lease for a term of more than 10 years if the time for the disallowance has passed. I can advise that the time for a resolution disallowing the granting of the lease in the House of Assembly concluded on 4 June 2025, without a notice of motion being given in regard to this lease.

Please do not hesitate to contact the House of Assembly Procedure Office on telephone 8237 9384 or email procedure@parliament.sa.gov.au for any further information you may require.

Yours sincerely

A handwritten signature in blue ink, appearing to read "Rick Crump".

Rick Crump
Clerk
House of Assembly

Ref: A322568



LEGISLATIVE COUNCIL
PARLIAMENT HOUSE
ADELAIDE, S.A. 5000

5 June 2025

Mr Michael Ryan
Principal
Norman Waterhouse Lawyers
GPO Box 639
ADELAIDE SA 5001

Dear Mr Ryan

In accordance with your request, I confirm that the Adelaide Park Lands Lease Agreement between the Corporation of the City of Adelaide and Minister for Sport, Recreation and Racing - Park 2 - North Adelaide Aquatic Centre, was tabled in the Legislative Council on 6 March 2025 and the 14 day sitting period expired on 4 June 2025.

There was no Notice of Motion given in the Legislative Council for the disallowance of the grant of a lease pursuant to section 21 of the *Adelaide Park Lands Act 2005*.

Yours sincerely

CHRIS SCHWARZ
Clerk of the Legislative Council

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