

Adelaide Aquatic Centre Redevelopment Update

Tuesday, 10 December 2024
Council

Strategic Alignment - Our Community

Program Contact:
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Director City Culture

Confidential - s 90(3) (b) & (d) commercial advantage/prejudice commercial position of council/commercial information of a confidential nature
Confidential - s 90(3) (j) information provided in confidence with a request for consideration in confidence

Approving Officer:
Ilia Houridis, Director City
Shaping

EXECUTIVE SUMMARY

This report provides Council 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), where the Original Centre stood, the Return to Park Land Zone.

Council allocated \$20,000,000 for the 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.

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.

This report provides an update on the:

- Total Fixed Price (TFP) formalised by Administration with the State Government for the Council Funded Works,
- Draft 42-Year Park Lands Lease Agreement negotiated between the Corporation of the City of Adelaide and the Minister for Recreation, Sport and Racing, and
- Design of the Return to Park Land Zone.

RECOMMENDATION

THAT COUNCIL

1. Notes the Total Fixed Price Submission of \$14,144,480.00 (GST Exclusive) for the Council Funded Works for the Adelaide Aquatic Centre Development in Denise Norton Park / Pardipardinyilla (Park 2).
2. Notes the Lord Mayor and Chief Executive Officer are to finalise 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 located in Pardipardinyilla / Denise Norton Park (Park 2) as contained in Attachment A to Item 24.2 on the Agenda for the meeting of Council held on 10 December 2024, noting the draft 42-Year Park Lands Lease Agreement between will be placed before both Houses of Parliament in accordance with the *Adelaide Park Lands Act (SA) 2005*.
3. Notes the design of the community oval for Denise Norton Park / Pardipardinyilla (Park 2), as contained in Attachment B to Item 24.2 on the Agenda for the meeting of Council held on 10 December 2024.
4. Authorises the CEO or delegate to execute payments against the Total Fixed Price to finalise the Council Funded Works which include demolition of the current venue and delivery of the new community oval for Denise Norton Park / Pardipardinyilla (Park 2).
5. Authorises that in accordance with section 97(1) and (9) of the *Local Government Act 1999 (SA)* and because Item 24.2 [Adelaide Aquatic Centre Redevelopment Update] listed on the Agenda for the meeting of the Council held on 10 December 2024 was received, discussed and considered in confidence pursuant to Section 90(3) (b), (d) and (j) of the *Local Government Act 1999 (SA)*, this meeting of the City Community Services and Culture Committee do order that:

- 5.1. The resolution, the report, the discussion, and any associated information submitted to this meeting and the Minutes of this meeting in relation to the matter remain confidential and not available for public inspection until 31 December 2031 or until the matter is released by the City of Adelaide Chief Executive Officer.
 - 5.2. The confidentiality of the matter be reviewed in December 2025.
 - 5.3. The Chief Executive Officer be delegated the authority to review and revoke all or part of the order herein and directed to present a report containing the Item for which the confidentiality order has been revoked.
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IMPLICATIONS AND FINANCIALS

City of Adelaide 2024-2028 Strategic Plan	Strategic Alignment – Our Community
Policy	Community Land Management Plan The CLMP for this park supports the leasing of this land to facilitate to operation and ongoing management of the Adelaide Aquatic Centre Redevelopment.
Consultation	<i>Adelaide Park Lands Act (SA) 2005</i> – Section 21 – Requires the Lease to be placed before Both Houses of Parliament for 14 Sitting days (Concurrently).
Resource	Undertaken within current 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.
Opportunities	The State Government's Adelaide Aquatic Centre Redevelopment provides a unique opportunity re-build an aged and highly valued community asset.
24/25 Budget Allocation	Within existing resources
Proposed 25/26 Budget Allocation	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
24/25 Budget Reconsideration (if applicable)	Not as a result of this report
Ongoing Costs (eg maintenance cost)	Not as a result of this report
Other Funding Sources	Not as a result of this report

GROUNDINGS AND BASIS FOR CONSIDERATION IN CONFIDENCE

Grounds

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

- (b) information the disclosure of which—
 - (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and
 - (ii) would, on balance, be contrary to the public interest

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

- (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which—
 - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
 - (ii) would, on balance, be contrary to the public interest

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

- (j) information the disclosure of which—
 - (i) would divulge information provided on a confidential basis by or to a Minister of the Crown, or another public authority or official (not being an employee of the council, or a person engaged by the council); and
 - (ii) would, on balance, be contrary to the public interest

Basis

This Item is commercial information of a confidential nature which has been provided to City of Adelaide on a confidential basis by the State Government.

The disclosure of information in this report could prejudice the position of the State Government and/or Council in relation to the Adelaide Aquatic Centre Redevelopment project.

Public Interest

The Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances because the disclosure of this information as been provide to Council in confidence by the State Government.

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).
2. The Project Agreement defines the Council Funded Works as:
 - 2.1. demolition works of the Original Centre including managing any known or unknown site conditions during demolition;
 - 2.2. the construction of the community level playing field (including irrigation) on the Return to Park Land Zone;
 - 2.3. any works arising from any latent conditions on the Return to Park Land Zone, including any works required to manage and rectify contamination; and

- 2.4. any other works agreed by the parties to form part of the design of the Return to Park Land Zone including the cost of all construction and materials associated with those works.
3. Further, and in accordance with the Project Agreement:
 - 3.1. the parties have cooperated in the design of the Council Funded Works
 - 3.2. the City of Adelaide has previously given approval of the design documentation for the Council Funded Works, and
 - 3.3. the State Government has provided preliminary costing advice, inclusive of progressive cost estimates for the Council Funded Works.

Total Fixed Price (TFP) Submission

4. The Council committed funding to the project of \$20,000,000. This investment is allocated against the 2024/25 and 2025/26 financial years. It was consulted on as part of the 2023/24 Annual Business Plan and Budget Process.
5. In November 2024, in accordance with clause 13.4 of the Project Agreement, the Department for Infrastructure and Transport has provided the costings for the City of Adelaide (Council) Funded Works associated with the Return to Parkland project in Park 2. The Total Fixed Price (TFP) cost for the Council Funded Works is \$14,144,480.00 (GST Exclusive).
6. This Total Fixed Price costing has been accepted by Council Administration in line with the Project Agreement.
7. The TFP is a lump sum price for the completion of the Council Funded Works by the Contractor, which is a fixed amount subject only to adjustment in accordance with the Contract.
8. A TFP Contract is an agreement where the contractor agrees to complete a construction project for a specific, agreed-upon price. This price is fixed and will not change, even if the contractor faces unexpected costs or challenges during the project.
 - 8.1. The TFP amount covers all aspects of the work, including labour, materials, and any other expenses. If unexpected issues arise, such as price increases for materials or delays, the contractor cannot charge the government more than the agreed fixed price.
 - 8.2. The contractor takes on the risk of covering any extra costs, meaning if the project costs more than expected, they have to absorb the difference.
 - 8.3. The TFP provides both the State and the City of Adelaide with certainty about the total cost of the project, assisting in the management of budgets and avoidance of surprise costs.
9. The Project Agreement is clear on the purpose of the Council's funding allocation being limited to demolition and reinstatement of a community oval.
10. The TFP of \$14,144,480.00 (GST Exclusive) will be invoiced as follows:
 - 10.1. Invoice 1: 60% of the total TFP total to be invoiced within financial year 2024/2025. Invoice of \$8,486,688.00 (GST Exclusive) to be submitted on 30 June 2025.
 - 10.2. Invoice 2: Balance of the TFP amount to be invoiced in financial year 2025/2026. Invoice of \$6,189,744.00 (GST Exclusive) to be submitted upon completion of the Return to Park Lands Zone works or upon Council using the Return to Park Land Zone prior to the Completion Date.
11. Both State Government and City of Adelaide note that should any costs change via scope variations, these amendments will be resolved prior to the 2025/2026 payment, and the 2025/2026 payment will be revised accordingly.

Return to Park Land Zone Design

12. The Return to Park Land Zone encompasses part of the Original Centre's footprint and extends to the northern section of Park 2. The design for this area features new green open spaces, a community-level sporting oval, improved pathways, and an expanded tree canopy. Funded by the City of Adelaide, this project will be delivered by Sarah Constructions, the contractor for the State Government's New Adelaide Aquatic Centre. All work in the precinct is expected to be completed in the summer of 2025/26.
13. State Government and the City of Adelaide have collaborated on the design to ensure it aligns with the Adelaide Park Lands Management Strategy, the Community Land Management Plan, user needs and is consistent with City of Adelaide design and materials across the Park Lands network and the design of the new centre. This approach has ensured that the design of the Council Funded Works and the design of the new Adelaide Aquatic Centre's external works are cohesive and coordinated:

- 13.1. All wayfinding signage will be funded as part of the Council Funded Works, except for any signage on/within the new Aquatic Centre or within the fenced external area of the new Aquatic Centre.
- 13.2. All cultural design elements will be funded as part of the Council Funded Works, except for any elements on/within the new Aquatic Centre or within the fenced external area of the new Aquatic Centre.
- 13.3. The State will fund the Park Lands Trail design, noting a portion of the Trail had to be realigned to accommodate the new Adelaide Aquatic Centre and will also ensure the Trail in this section meets the design amenity, building codes and ensure continuity of design with other paths in the Return to Park Land Zone.
- 13.4. Trees within the Return to Park Land Zone are State funded and a process, which will incorporate community consultation / feedback will be undertaken to inform the planting locations.
14. On 28 March 2024, JPE Design Studio (lead consultant to the Department for Infrastructure and Transport) provided a presentation to the Kadaltilla / Adelaide Park Lands Authority (Kadaltilla) on the Adelaide Aquatic Centre Development Return to Park Lands Zone Concept Design [\[Link 1\]](#).
15. On 21 May 2024, JPE Design Studio provided a presentation to the Infrastructure and Public Works Committee on the Adelaide Aquatic Centre Development Return to Park Lands Zone Concept Design [\[Link 2\]](#).
16. The final concept design that informed the Total Fixed Price contract is provided as **Attachment B**, noting that further updates on the Return to Park Land detailed design will be provided to Kadaltilla and Council in 2025.

Draft 42-Year Park Lands Lease Agreement

17. The Minister for Recreation, Sport and Racing will manage the operations of the New Adelaide Aquatic Centre and will be the Lessee in the 42-Year Park Land Lease Agreement that will facilitate the ongoing use of the centre.
18. On 11 July 2023, Council endorsed the location of the new Adelaide Aquatic Centre be in the southwest corner in Denise Norton Park / Pardipardinyilla (Park 2) and authorised a consultation process being undertaken on both the draft 42-Year Park Lands Lease Agreement and the draft Construction Licence, noting that the results of consultation would be presented back to Council.
 - 18.1. At the same meeting, Council authorised the Lord Mayor and Chief Executive Officer or delegate to negotiate a draft 42-Year Park Lands Lease Agreement (Lease) with the Minister for Infrastructure and Transport (Minister), Attachment C to Item 4.4 on the Agenda for the meeting of the City Community Services and Culture Committee held on 4 July 2023 to facilitate the operation of a new Adelaide Aquatic Centre for the purpose of undertaking community consultation on the essential terms of this agreement in accordance with the *Local Government Act 1999 (SA)*, and
 - 18.2. Authorised the Lord Mayor and Chief Executive Officer to continue discussions and finalise the outstanding terms and conditions of the draft Construction Licence and draft 42-Year Lease Agreement.
19. Community consultation on the essential terms of a draft 42-Year Lease Agreement for an area in Park 2 between the Minister for Infrastructure and Transport and the City of Adelaide, was carried out in accordance with Council's Consultation Policy (2019), from Thursday 13 July to Thursday 3 August 2023.
20. At its meeting on 26 September 2023, Council reviewed the results of the community consultation on the draft Construction Licence and the essential terms of the draft 42-Year Park Lands Lease Agreement.
21. At its meeting on 10 October 2023, Council noted the assessment of the community consultation findings and that a further report, detailing the essential terms and the final negotiated draft Lease Agreement, would be presented to Council once finalised.
22. Administration has negotiated a draft 42-Year Park Lands Lease Agreement between The Corporation of the City of Adelaide and the Minister for Recreation, Sport and Racing.
23. The Draft 42-Year Park Lands Lease Agreement is provided as **Attachment A**.
24. For noting, the 42-Year Draft Park Lands Lease Agreement is consistent with Council's Adelaide Park Lands Leasing and Licensing Policy and with the parameters of the Project Agreement and the community consultation.
25. The 42-Year Draft Park Lands Lease Agreement between The Corporation of the City of Adelaide and the Minister for Recreation, Sport and Racing will now be finalised and executed under delegation.

Next Steps

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26. Under delegation, Administration will finalise negotiations and execute the draft 42-Year Park Lands Lease Agreement, and the draft Lease Agreement will be submitted to both Houses of Parliament.
27. Presentation of final detailed design of the Community Oval and Tree Planting locations will be progressed in 2025.

DATA AND SUPPORTING INFORMATION

Link 1 - [Kadaltilla 28 March 2024 Confidential Item 6.1](#)

Link 2 - [IPW Committee 21 May 2024 Confidential Item 10.1](#)

ATTACHMENTS

Attachment A – Draft 42-Year Park Lands Lease Agreement

Attachment B – Community Oval Concept Design

- END OF REPORT -



CITY OF
ADELAIDE

**PARK LANDS
LEASE AGREEMENT**
(Park 2)

PARK LANDS

LEASE AGREEMENT

THIS PARK LANDS LEASE AGREEMENT is made the day of 202_

BETWEEN: **The Corporation of the City of Adelaide** of 25 Pirie Street, Adelaide SA 5000
(Council)

AND: **Minister for Recreation, Sport and Racing** a body corporate pursuant to the
Administrative Arrangements Act (SA) 1994 of Level 11, 10 Franklin Street,
Adelaide SA 5000 (**Lessee**)

BACKGROUND

- A. The Leased Area is Park Lands under the care and control of the Council.
- B. The State of South Australia has constructed the new Aquatic Centre on the Leased Area under the terms of a construction licence between the Council and the Minister for Infrastructure and Transport dated 13 October 2023.
- C. Under a project agreement between the Council and the Minister for Infrastructure and Transport, the parties agreed to negotiate the granting of a lease over the Leased Area to the Lessee to operate the new Aquatic Centre.
- D. The Council has resolved to grant the Lessee a lease of the Leased Area, has undertaken public consultation and been granted Parliamentary approval in accordance with the *Local Government Act 1999* and the *Adelaide Park Lands Act 2005*.
- E. The Council and Lessee wish to record the terms of their agreement in this Lease.

AND THE PARTIES AGREE as follows:

1. **DEFINED TERMS AND INTERPRETATION**

1.1 **Introductory**

In the Lease, unless the contrary intention appears:

- 1.1.1 a reference to this Lease is a reference to this document;
- 1.1.2 words beginning with capital letters are defined in clause 1.1;
- 1.1.3 a reference to a clause is a reference to a clause in this Lease;
- 1.1.4 a reference to an Item is a reference to an item in the Schedule;
- 1.1.5 a reference to a Schedule is a reference to a schedule to this Lease; and
- 1.1.6 a reference to an Annexure is a reference to an annexure to this Lease

1.2 **Defined terms**

In this Lease:

Agreed Consideration means the Rent and all other consideration (money or otherwise) for any supply or use of the Leased Area and any goods, services or other things provided by the Council under this Lease (other than tax payable under clause 155).

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

Aquatic Centre means the new Adelaide Aquatic Centre built on the Leased Area.

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

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

Commencement Date means the commencement date described in Item 2.

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.

Default Rate means a rate of two per centum (2%) per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000.00 and if there is more than one rate published the higher of those rates.

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

Environment includes:

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

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

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

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

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

Improvements means the interior and exterior of all built form and other improvements (including all conveniences, services, amenities and appurtenances of, in or to the Improvements) made to the Leased Area forming the Aquatic Centre.

Interface Areas means the plan of those areas of the Park Lands (including any pedestrian and landscaped areas) that interface with the Leased Area as *[#mark/describe on leased area plan or on separate plan (if easier) (presume these may be either side of the boundary of the Leased Area (subject to location)]* comprising Annexure B.

Lease means this lease including any attached annexures and schedules.

Leased Area means that portion of the Park Lands described in Item 1.

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

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

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

Loss means any loss, damage, death or injury.

Machinery of Government Change means a change to the structure, function or operations of the South Australian Government or the Minister as a result of any government or functional change.

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

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

Payment Date means the Commencement Date and then 1 July during each year during the Term.

Permitted Use means the use described in Item 4.

Plan means the plan comprising Annexure A.

Rent means the rent described in Item 3.

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

Services means all services (including gas, electricity, water and sewerage and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Leased Area.

Special Conditions means the special conditions (if any) in Item 6.

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

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

Structural Work means all works necessary or required for the structural integrity of the Improvements and includes:

- repairing or replacing building facades or any external or internal load bearing structure essential for the stability or strength of the Improvements including foundations, columns, walls, floors and beams;
- repairs and replacements necessary to keep any buildings structurally sound, weatherproof and water tight;
- resurfacing any car parks, roads, paths and access ways; and
- works to retaining walls, kerbing and guttering.

Term means the term of this Lease commencing on the Commencement Date and expiring on the date described in Item 2.

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

1.3 Interpretation

Unless the contrary intention appears:

- 1.3.1 headings are for convenience only and do not affect interpretation;
- 1.3.2 the singular includes the plural and vice-versa;
- 1.3.3 a reference to an individual or person include a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 1.3.4 a reference to any party in this Lease, or any other document or arrangement referred to in this Lease, includes that party's executors, administrators, substitutes, successors and assigns;
- 1.3.5 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.3.6 a reference to any Legislation includes any statutory modification, re-enactment or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 1.3.7 a reference in this Lease to the Council's approval or consent, is to the Council's prior written approval or consent which unless otherwise specified may be granted or withheld in the absolute discretion of the Council;
- 1.3.8 "including" and similar expressions are not and must not be treated as words of limitation; and
- 1.3.9 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 Leased Area for the Term on the terms and conditions set out in this Lease.

3. RENT

3.1 Payment of rent

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

3.2 Instalment

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

4. SERVICES AND RATES

4.1 Services and utilities

The Lessee will pay when due all costs for all Services and all other utilities supplied to or used from the Leased Area.

4.2 No separate meter

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

4.3 Use of Services

The Lessee:

- 4.3.1 will ensure the Services are used in accordance with any directions of any supplying authority; and
- 4.3.2 acknowledges the Council is not responsible to repair or correct any damage or malfunction of the Services.

4.4 Rates and other taxes

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

- 4.4.1 the Leased Area; or
- 4.4.2 the Lessee's use or occupation of the Leased Area.

5. USE OF LEASED AREA

5.1 Permitted Use

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

5.2 Park Lands

- 5.2.1 The Lessee must comply with the approved management plans, guidelines and strategies (from time to time) of the Council and APLA with respect to the use and occupation of the Leased Area (being part of the Park Lands).
- 5.2.2 Without limiting any other term of the Lease, the Lessee acknowledges that the approval or consent of Council (including consent to any amendment or variation of this Lease) may require the Council to undertake community and other forms of public consultation.

5.3 Offensive activities

The Lessee must:

- 5.3.1 not carry on or cause, permit or allow others to carry on any offensive or dangerous activities on or from the Leased Area or create a nuisance or disturbance either:
- 5.3.1.1 for the Council; or
 - 5.3.1.2 for the owners or occupiers of any adjoining property; and
- 5.3.2 use best endeavours to ensure at all times that activities conducted on or from the Leased Area will not bring any discredit upon the Council.

5.4 Statutory compliance

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

5.5 No alcohol

The Lessee must not or cause, permit or allow others to

- 5.5.1 serve, sell or provide to persons; or
- 5.5.2 consume or allow persons to consume,
alcohol on or from the Leased Area without the consent of Council.

5.6 Signs

- 5.6.1 Subject to clause 5.6.2, the Lessee must not place any signs or advertisements in or on the Leased Area (including on the outside or inside (if they can be seen from outside) of any Improvements), except signs which:
- 5.6.1.1 are approved by Council; and
 - 5.6.1.2 comply with any relevant Statutory Requirements.
- 5.6.2 The Council will not unreasonably withhold approval to any request from the Lessee to place any signs or advertisements under clause 5.6.1 if those signs or advertisements are consistent with and comply with Council's signs and advertising policies for the Park Lands (as amended from time to time).

5.7 Car parking and vehicles

The Lessee must not:

- 5.7.1 impose any restrictions or limits (including charging any fees or time related fines) in relation to the parking of vehicles on that portion of the Leased Area identified on the Plan to be set aside for parking; and
- 5.7.2 except as reasonably necessary in connection with the Permitted Use, 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.

5.8 No warranty

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

5.9 Improvements

Unless otherwise agreed in writing or otherwise provided in this Lease, any Improvements will remain the property of the Lessee and will not form part of the Leased Area.

6. INSURANCE**6.1 Lessee must insure**

The Lessee warrants that during the Term it is entitled to the benefits of the South Australian Insurance and Risk Management arrangements administered by the South Australian Finance Authority in respect of its ownership of the Improvements and its use of the Leased Area for the Aquatic Centre under this Lease.

6.2 Self insurance arrangements

Without limiting clause 6.1, for so long as the lessee is the Minister for Recreation, Sport and Racing, the Council and the Lessee acknowledge and agree all necessary insurances under this Lease including:

- 6.2.1 public risk insurance for at least the amount in Item 5 for each claim;
- 6.2.2 insurance in respect of any and all Improvements;
- 6.2.3 all insurance in respect of the Lessee's Equipment; and
- 6.2.4 other insurances required by any Statutory Requirement;

may be held through the Minister's insurance arrangements under clause 6.1.

7. REPAIR, MAINTENANCE AND ALTERATIONS**7.1 Maintenance and repair**

- 7.1.1 The Lessee must at its own cost keep and maintain the Leased Area and the Improvements in good condition and repair and promptly rectify any damage or defects including:

- 7.1.1.1 keep, maintain, repair, and replace any Improvements and the Lessee's Equipment in good repair and condition (including undertaking all Structural Work and other capital maintenance, repair and replacement) to ensure any Improvements and the Lessee's Equipment are kept to a high standard; and
- 7.1.1.2 undertake any upgrade to Services or other improvements to the Leased Area required by the Lessee as a result of the Lessee's use or occupation of the Leased Area.
- 7.1.2 Not less frequently than annually the Council and the Lessee must meet to review the state and condition of the Interface Areas.
- 7.1.3 The Council and the Lessee agree (both acting reasonably) to implement a maintenance regime to ensure the Interface Areas are efficiently maintained.
- 7.1.4 The Lessee must when complying with its obligations under this Lease use all reasonable endeavours to carry out any repairs and maintenance in a timely manner and cause as little interruption as possible to the Council and other users of the Park Lands.
- 7.1.5 Any disputes in regard to the subject matter of this clause 7 may be referred by either party for determination under clause 16 of this Lease.
- 7.1.6 If the Council is required to carry out any works to the Interface Areas which the parties have agreed the responsibility of the Lessee under this clause 7.1 then:
 - 7.1.6.1 the Council may (without any obligation to do so and without any liability to the Lessee in respect of such works) execute such works as if it were the Lessee; and
 - 7.1.6.2 the Lessee shall be liable for all of Council's reasonable costs and expenses in executing such works which the Council may recover the Lessee as a debt due and payable within fifteen (15) days of demand.

7.2 Alterations by Lessee

- 7.2.1 The Lessee must not carry out any alterations, additions or other works to the Leased Area or the Improvements that would result in a variation to the external appearance of the Aquatic Centre (as at the Commencement Date) without the consent of Council.
- 7.2.2 The Lessee must provide full details of any proposal to undertake any external alterations, additions or other works under clause 7.2.1 to the Council.
- 7.2.3 Without limiting clause 5.2, the Council may impose any reasonable conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters or proposes to enter into in relation to any alterations, additions or other works to the Leased Area.

7.2.4 The Lessee must carry out any approved works:

7.2.4.1 in a proper and efficient manner;

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

7.2.4.3 in accordance with all Statutory Requirements.

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

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

7.3 Cleaning

The Lessee must:

7.3.1 keep the Leased Area (including any Improvements) clean and tidy and free from dirt, rubbish and graffiti; and

7.3.2 not cause, permit or allow any part of the surrounding Park Lands to be left untidy or in an unclean state or condition as a result of the Lessee's use of the Leased Area.

8. ENVIRONMENT

8.1 Environmental obligations

8.1.1 The Lessee must not do anything that causes Contamination or is likely to cause Contamination to the Park Lands (including the Leased Area) or the Environment in contravention of any Environmental Law.

8.1.2 The Lessee must perform at its cost any environmental remediation works required as a result of a breach by the Lessee of this clause.

8.2 Indemnity

Without limiting clause 14, the Lessee indemnifies the Council against any Claims for any Loss to the extent caused or contributed to by any breach of an Environmental Law by the Lessee.

8.3 Termination

This clause 8 survives termination or the expiration of this Lease.

9. ASSIGNING, SUBLETTING AND CHARGING

9.1 Assignment

9.1.1 The Lessee must not, subject to clause 9.1.2, assign, transfer or otherwise deal with the Lessee's interest in the Leased Area under this Lease without the consent of Council.

9.1.2 The Lessee may assign or transfer its interests in this Lease to another Minister, agency or instrumentality of the Crown in the right of South Australia without requiring the consent of Council.

9.2 Request for Assignment

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

9.3 No release

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

9.4 Subletting or licensing

9.4.1 The Lessee must not, subject to clause 9.4.2, sublet or licence the Leased Area without the consent of Council.

9.4.2 The Lessee may without the consent of Council:

9.4.2.1 grant a sublease or licence to any third party for the purposes of operating the Aquatic Centre; and

9.4.2.2 grant any sublease or licence to a third party for, or incidental to, the Permitted Use;

on such terms and conditions considered acceptable to the Lessee provided that the provisions of any sublease or licence are not inconsistent with the provisions of this Lease.

9.4.3 The Lessee must provide Council with details of the proposed sublease or licence including a copy of the proposed agreement and details of the sublease or licence fees as a function of requesting the Council's consent under clause 9.4.1.

9.4.4 If the Council's consent is not required under clause 9.4.2, the Lessee must still provide the Council with details of the sublease or licence entered into by the Lessee within a reasonable time after granting.

9.4.5 The Lessee is responsible for ensuring that any sublessee or licensee complies with this Lease and the terms of any sublease or licence agreement.

9.4.6 Where the Lessee enters into a sublease or licence, the Lessee is not released or discharged from the current or future obligations under this Lease.

9.5 Machinery of Government

Subject to any contrary legislative intention, the Council and the Lessee agree that if there is any Machinery of Government Change, then this Lease is deemed to refer to the new entity succeeding or replacing the Minister and all of the Minister's rights and obligations under this Lease will continue and become rights and obligations of that entity.

9.6 Costs

The Lessee must pay all costs reasonably incurred by the Council (including any legal fees) in relation to any dealing under this clause, including in considering whether or not to grant any consent to a request by the Lessee under this clause 9.

10. COUNCIL'S OBLIGATIONS AND RIGHTS

10.1 Quiet enjoyment

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

10.2 Right to enter

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

- 10.2.1 to see the state of repair of the Leased Area (including the Improvements and surrounding Park Lands);
- 10.2.2 to do repairs to the Park Lands or other works which cannot reasonably be done unless the Council enters the Leased Area; and
- 10.2.3 to do anything the Council must or may do under this Lease or must do under any law.

10.3 Interference

Where Council exercises any rights to enter the Leased Area the Council must (except in cases of emergency):

- 10.3.1 provide reasonable notice to the Lessee of any proposed activities; and
- 10.3.2 occasion to the Lessee as little disturbance and damage as is reasonably practicable.

10.4 Right to rectify

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

11. DAMAGE OR DESTRUCTION

11.1 Termination for destruction or damage

11.1.1 If any Improvements are destroyed or damaged so that they are unfit for the Permitted Use then within three (3) months after the damage or destruction occurs, the Lessee must give the Council a notice either:

- 11.1.1.1 terminating this Lease (on a date at least one (1) month after the Lessee gives notice); or
- 11.1.1.2 advising the Council that the Lessee (at the Lessee's costs) intends to repair or replace the Improvements so that the Lessee may occupy and use the Leased Area.

- 11.1.2 If the Lessee gives a notice under clause 11.1.1.1 the Lessee must at its costs comply with its obligations under clause 12.2.
- 11.1.3 If the Lessee gives a notice under clause 11.1.1.2 the Lessee must ensure all repair or replacement works undertaken to the Improvements do not materially change the nature or scale (including external appearance of the Improvements) measured against the completed Aquatic Centre (as at the Commencement Date but after taking into account any previous alterations and additions approved by Council) without the consent of Council.

11.2 Failure to comply

Without limiting any other term of this Lease, the Lessee will be liable to pay or reimburse the Council for all reasonable costs and expenses incurred by the Council as a result of the Lessee failing to undertake and complete any works required by this clause 11 including any reasonable costs the Council may incur to return the Leased Area to the condition required under clause 12.2.

12. RETURN OF LEASED AREA ON EXPIRY OR TERMINATION

12.1 Expiry

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

12.2 Handover of possession

- 12.2.1 Before this Lease ends, the Lessee will to Council's reasonable satisfaction:

- 12.2.1.1 no later than one (1) month before this Lease comes to an end, provide the Council with a written summary of all Improvements (and any other alterations and additions) made to the Leased Area by the Lessee;

- 12.2.1.2 remove all of the Lessee's Equipment from the Leased Area;

- 12.2.1.3 unless otherwise agreed, remove all Improvements (and any other alterations and additions) made by the Lessee and reinstate the Leased Area to unimproved Park Lands setting (free of all built form and the Improvements); and

- 12.2.1.4 complete any other repairs which the Lessee is obliged to carry out under this Lease (if applicable).

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

- 12.2.3 If at the time that possession of the Leased Area is given back to the Council, the Lessee has not complied with all or any of its obligations under this clause 12.2, the Lessee shall not be relieved of its obligation to comply with these requirements, or to compensate the Council for failure to do so, by reason of the fact that the Council has accepted or taken possession of the Leased Area.

12.3 Holding over

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

- 12.3.1 either party may terminate on one (1) month's notice given at any time; and
- 12.3.2 is on the same terms as this Lease.

13. BREACH

13.1 Payment obligations

- 13.1.1 The Lessee must make payments due under this Lease:
 - 13.1.1.1 without demand (unless this Lease provides demand must be made);
 - 13.1.1.2 without set-off, counter-claim, withholding or deduction;
 - 13.1.1.3 to the Council or as the Council directs; and
 - 13.1.1.4 by direct payment.
- 13.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Lessee must make that payment within fifteen (15) days of demand.

13.2 Set off

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

13.3 Council's rights on breach

- 13.3.1 If the Lessee is at any time in breach of any of its obligations under this Lease, and the Lessee fails to remedy that breach to the reasonable satisfaction of the Council after being requested by the Council to do so, the Council may at any time come onto the Leased Area without notice and do all things necessary to remedy that breach.
- 13.3.2 The Lessee will be liable to pay or reimburse the Council for all reasonable costs and expenses incurred by the Council in that regard which the Council may recover from the Lessee as a debt due and payable within fifteen (15) days of demand.

13.4 Default, breach and re-entry

- 13.4.1 If any of the following events occur or states of affairs subsist during the Term:
 - 13.4.1.1 a party is in breach of a provision of this Lease; and
 - 13.4.1.2 the breach is such that it is reasonably capable of remedy by the defaulting party;

the non-defaulting party may serve on a defaulting party a notice to remedy any such breach specifying that the breach be remedied within such period the non-defaulting party considers reasonable given the nature of the breach (which period will not be less than (40) Business Days of the service of the notice to remedy).

13.4.2 Unless the relevant event or state of affairs ceases to subsist the non-defaulting party may (but is not obliged to) do all or any of the following:

13.4.2.1 institute legal proceedings to remedy or seek other relief to enforce the defaulting party's performance of the provisions of this Lease;

13.4.2.2 remedy any such breach and recover any costs and expenses it may occur from the non-defaulting party as a debt; or

13.4.2.3 sue the defaulting party for any damages the non-defaulting party has sustained or incurred.

13.4.3 If any such breach has not been remedied by the defaulting party and otherwise continues for a further period of thirty (30) Business Days after the service of a further notice of termination by the non-defaulting party, then despite any other clause of this Lease (and unless the default is remedied within this further thirty (30) Business Day period), the non-defaulting party may terminate this Lease (without the need for further notice).

13.5 Rights of Council not limited

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee will not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 13.

13.6 Interest on overdue amounts

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

14. INDEMNITY AND RELEASE

14.1 Risk

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

14.2 Indemnity

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

14.2.1 any neglect or default of the Lessee;

14.2.2 the overflow or leakage of water or any other harmful agent into or from the Leased Area;

14.2.3 any fire on or from the Leased Area; and

- 14.2.4 loss or damage to property or injury or death to any person caused by the negligence or default of the Lessee;

except to the extent caused or contributed to by the neglect or default of Council.

14.3 Release

The Lessee releases the Council from all Claims for any Loss occurring on the Leased Area except to the extent caused or contributed to by the neglect or default of Council.

14.4 Indemnities are independent

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

15. GOODS AND SERVICES TAX

15.1 Agreed consideration

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

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

15.2 Tax invoice

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

15.3 Penalties and interest

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

16. DISPUTES RESOLUTION

16.1 Dispute

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

16.2 Notice of Dispute

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

16.3 Effort to resolve

For twenty (20) Business Days after the notice in clause 16.2, each party to the Dispute must use reasonable efforts to resolve the Dispute.

16.4 Mediator

16.4.1 If the parties cannot resolve the Dispute under clause 16.3 within that period, they must refer the Dispute to a mediator.

16.4.2 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.

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

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

16.5 Confidentiality

Each party:

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

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

16.6 Cost of dispute

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

16.7 Breach of dispute clause

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

17. GENERAL**17.1 Costs**

17.1.1 The Council and the Lessee are responsible for their own costs in relation to the negotiation, preparation and execution of this Lease.

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

17.2 Waiver

17.2.1 A waiver of a provision of this Lease must both be in writing and be signed by each party or by a party duly authorised to execute such a document on behalf of a party.

17.2.2 No waiver by a party of a breach of a provision of this Lease shall operate as a waiver of another breach of the same or of any other provision of this Lease.

17.3 Auditor General

Nothing in this Lease derogates from the powers of the Auditor-General under the *Public Finance and Audit Act (SA) 1987*.

17.4 Notice

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

17.4.1.1 in the case of the Lessee, if:

(a) either posted by pre-paid post or delivered to the last known address of the Lessee; or

(b) sent by email to the following address;

[#insert address]

17.4.1.2 in the case of the Council, if:

(a) either posted by pre-paid post or delivered to the Council at its principal place of business in South Australia); or

(b) sent by email to the following address;

[#insert address].

17.4.2 Notice served by pre-paid post will be deemed to have been given or served five (5) Business Days after posting.

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

17.5 Severance

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

17.6 Special conditions

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

17.7 Entire agreement

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Leased Area and that no promises, representations or undertakings, other than those contained in this Lease, were made or given or relied upon.

EXECUTED AS AN AGREEMENT**COUNCIL**

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

.....
Signature of witness

.....
Signature of Authorised Officer

.....
Name of witness (print)

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

LESSEE

[#*insert form of execution*

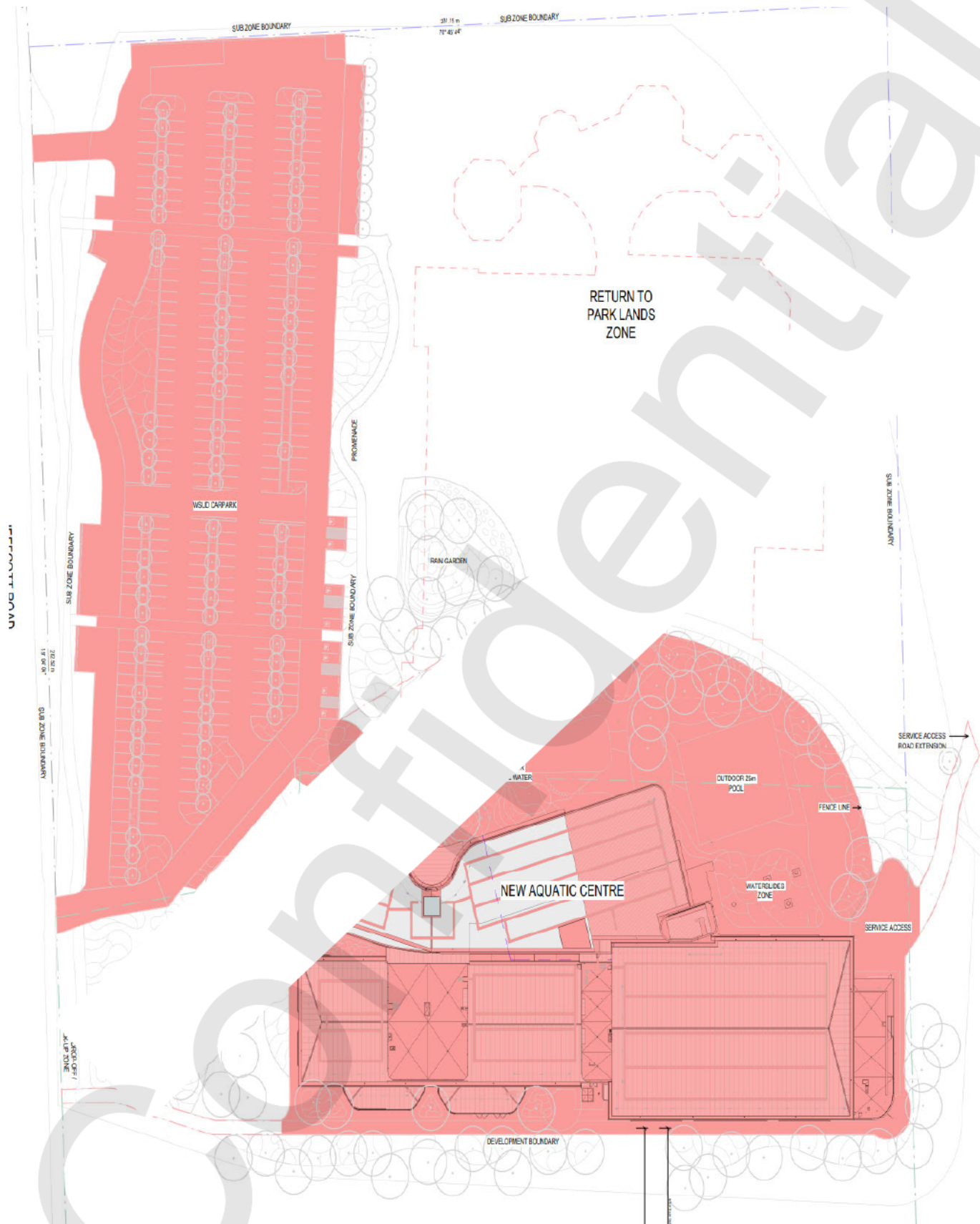
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SCHEDULE

ITEM 1 Leased Area	Portion of the Park Lands being the area outlined on the Plan
ITEM 2 Term	Forty two (42) years commencing [#insert date] (Commencement Date) and expiring at midnight [#insert date]
ITEM 3 Rent	One dollar (\$1.00) (exclusive of GST) per annum (if demanded)
ITEM 4 Permitted Use	The maintenance and operation of a public aquatic facility (for recreational and sporting use)
ITEM 5 Public Risk Insurance	\$20,000,000.00
ITEM 6 Special Conditions	1. Drainage The Council and the Lessee acknowledge and agree: 1.1 that a retention basin and drainage infrastructure has been constructed on parts of the Park Lands adjacent the Leased Area; 1.2 this infrastructure is the responsibility of the Council to repair and maintain (and not the responsibility of the Lessee). 2. Access The Council will not (without the consent of the Lessee) cause or allow anything to be that may restrict or limit access to the Leased Area over those portions of the Park Lands marked [#described] on the Plan. 3. Provision of information On the request of Council, the Lessee will share operational information on the Aquatic Centre including information on the following: 3.1 hours of operations 3.2 visitor numbers; and 3.2 complaint management.

ANNEXURE A

LEASED AREA



ANNEXURE B

INTERFACE AREAS



Concept

- Site Boundary
- Proposed path
- Proposed understorey planting
- Proposed irrigated turf
- Proposed tree planting
- Proposed sports lighting
- Proposed furniture
- Proposed poletop lighting to paths
- Proposed AACD lighting to paths (outside of project scope)
- Proposed transformer + switchboard (indicative location)
- Proposed sports netting

NOTE: Items noted 'out of scope' are 'out of scope' for the Return to Park Lands zone, but in scope for the Aquatic Centre project.



Adelaide Aquatic Centre - Return to Park Lands | JPE Design Studio

Concept Design

- Site Boundary
-  Proposed path
-  Proposed understorey planting
-  Proposed irrigated turf
-  Proposed tree planting
-  Proposed sports lighting
-  Proposed furniture
-  Proposed poletop lighting to paths
-  Proposed AACD lighting to paths (outside of project scope)
-  Proposed transformer + switchboard (indicative location)
- Proposed sports netting

NOTE: items noted 'out of scope' are 'out of scope' for the Return to Park Lands zone, but in scope for the Aquatic Centre project.



scale
0 10 20 30 40 50 100M





24.2 Adelaide Aquatic Centre Redevelopment Update [S90(3) (b), (d), (j)]

Moved by Councillor Noon,
Seconded by Councillor Elliott -

THAT COUNCIL

1. Notes the Total Fixed Price Submission of \$14,144,480.00 (GST Exclusive) for the Council Funded Works for the Adelaide Aquatic Centre Development in Denise Norton Park / Pardipardinyilla (Park 2).
2. Notes the Lord Mayor and Chief Executive Officer are to finalise 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 located in Pardipardinyilla / Denise Norton Park (Park 2) as contained in Attachment A to Item 24.2 on the Agenda for the meeting of Council held on 10 December 2024, noting the draft 42-Year Park Lands Lease Agreement between will be placed before both Houses of Parliament in accordance with the *Adelaide Park Lands Act (SA) 2005*.
3. Notes the design of the community oval for Denise Norton Park / Pardipardinyilla (Park 2), as contained in Attachment B to Item 24.2 on the Agenda for the meeting of Council held on 10 December 2024.
4. Authorises the CEO or delegate to execute payments against the Total Fixed Price to finalise the Council Funded Works which include demolition of the current venue and delivery of the new community oval for Denise Norton Park / Pardipardinyilla (Park 2).
5. Authorises that in accordance with section 97(1) and (9) of the *Local Government Act 1999 (SA)* and because Item 24.2 [Adelaide Aquatic Centre Redevelopment Update] listed on the Agenda for the meeting of the Council held on 10 December 2024 was received, discussed and considered in confidence pursuant to Section 90(3) (b), (d) and (j) of the *Local Government Act 1999 (SA)*, this meeting of the City Community Services and Culture Committee do order that:
 - 5.1. The resolution, the report, the discussion, and any associated information submitted to this meeting and the Minutes of this meeting in relation to the matter remain confidential and not available for public inspection until 31 December 2031 or until the matter is released by the City of Adelaide Chief Executive Officer.
 - 5.2. The confidentiality of the matter be reviewed in December 2025.
 - 5.3. The Chief Executive Officer be delegated the authority to review and revoke all or part of the order herein and directed to present a report containing the Item for which the confidentiality order has been revoked.

Discussion ensued

The motion was then put and carried