

3. Notify all applicants of Council's decision and thanks them for their interest..

THE AMENDMENT MOVED BY COUNCILLOR TILBURY, seconded by COUNCILLOR PILLAMARRI WAS PUT AND LOST

FOR: COUNCILLORS GREENWOOD, PILLAMARRI AND TILBURY

AGAINST: COUNCILLORS BALL, HEYDE, MCINTOSH, RUDDOCK, SALITRA AND WADDELL

THE MOTION MOVED BY COUNCILLOR BALL, seconded by COUNCILLOR HEYDE WAS PUT AND CARRIED.

FOR: COUNCILLORS BALL, GREENWOOD, HEYDE, MCINTOSH, RUDDOCK, SALITRA AND WADDELL

AGAINST: COUNCILLORS PILLAMARRI AND TILBURY

**8 CE19/22 Mark Taylor Oval Indoor Cricket Centre Lease**

**(F2022/00270)**

Mr Jeremy Hook, on behalf of Northern District Cricket Club addressed Council regarding this item.

MOVED ON THE MOTION OF COUNCILLOR WADDELL, seconded by COUNCILLOR TILBURY,  
THAT:

1. Council confirm its support to enter into a 21 year lease with Northern District Cricket Club to occupy and operate the Mark Taylor Oval indoor cricket centre.
2. Clause 37 of the proposed lease relating to Asset Management Plan be amended such that any recalculation of asset management costs associated with the Mark Taylor indoor cricket centre on the fifth, tenth and fifteenth anniversaries does not increase the rent payable by Northern District Cricket Club above CPI as calculated in Clause 3.1.
3. The Profit Rent mechanism contained in Clause 2.3 and Schedule 3 – Profit Rent Schedule be retained as shown in the proposed lease.
4. Noting the proposed lease will need to be exhibited and potentially reported back to Council before it can be executed, Council offer Northern District Cricket Club an initial 12-month, rent-free licence for the Mark Taylor Oval indoor cricket centre on the same terms as the proposed lease.
5. Subject to points 2 and 3 above, Council endorse the lease agreement attached to Director's Report No. CE19/22.

6. Council give notice of the proposed lease for 28 days which includes website, signage at the site, and adjoining properties.
7. Subject to receiving no submissions objecting to the lease proposal, the terms generally outlined in Director's Report No. CE19/22, and any changes recommended by Council's legal advisors, Council delegate authority to the General Manager to sign the agreement attached to Director's Report No. CE19/22.
8. Where any objections are received, a report be prepared for Council's consideration regarding the matters raised and what action may then be taken.
9. Council agree to the creation of easements for on-site detention and drainage over Lot 30 DP 1273248 being land within Waitara Park.
10. Council authorise the use of Council's seal on any legal, survey or other documents directly related to creation of the easements as deemed appropriate by Council's legal advisors.

AN AMENDMENT WAS MOVED BY COUNCILLOR HEYDE, seconded by COUNCILLOR SALITRA, THAT:

1. Council confirm its support to enter into a 21 year lease with Northern District Cricket Club to occupy and operate the Mark Taylor Oval indoor cricket centre.
2. Clause 37 of the proposed lease relating to Asset Management Plan be amended such that any recalculation of asset management costs associated with the Mark Taylor indoor cricket centre on the fifth, tenth and fifteenth anniversaries does not increase the rent payable by Northern District Cricket Club above CPI as calculated in Clause 3.1.
3. The Profit Rent mechanism contained in Clause 2.3 and Schedule 3 – Profit Rent Schedule be retained as shown in the proposed lease.
4. Noting the proposed lease will need to be exhibited and potentially reported back to Council before it can be executed, Council offer Northern District Cricket Club an initial 6-month, rent-free licence for the Mark Taylor Oval indoor cricket centre on the same terms as the proposed lease.
5. Subject to points 2 and 3 above, Council endorse the lease agreement attached to Director's Report No. CE19/22.
6. Council give notice of the proposed lease for 28 days which includes website, signage at the site, and adjoining properties.
7. Subject to receiving no submissions objecting to the lease proposal, the terms generally outlined in Director's Report No. CE19/22, and any changes recommended by Council's legal advisors, Council delegate authority to the General Manager to sign the agreement attached to Director's Report No. CE19/22.
8. Where any objections are received, a report be prepared for Council's consideration regarding the matters raised and what action may then be taken.
9. Council agree to the creation of easements for on-site detention and drainage over Lot 30 DP

1273248 being land within Waitara Park.

10. Council authorise the use of Council's seal on any legal, survey or other documents directly related to creation of the easements as deemed appropriate by Council's legal advisors.

THE AMENDMENT MOVED BY COUNCILLOR HEYDE, seconded by COUNCILLOR SALITRA WAS PUT AND LOST.

FOR: COUNCILLORS HEYDE AND SALITRA

AGAINST: COUNCILLORS BALL, GREENWOOD, MCINTOSH, PILLAMARRI, RUDDOCK, TILBURY AND WADDELL

AN AMENDMENT WAS MOVED BY COUNCILLOR SALITRA, seconded by COUNCILLOR HEYDE, THAT:

1. Council confirm its support to enter into a 21 year lease with Northern District Cricket Club to occupy and operate the Mark Taylor Oval indoor cricket centre.
2. Clause 37 of the proposed lease relating to the Asset Management Plan be retained as shown in the proposed lease attached to Director's Report No. CE19/22.
3. The Profit Rent mechanism contained in Clause 2.3 and Schedule 3 – Profit Rent Schedule be retained as shown in the proposed lease.
4. Noting the proposed lease will need to be exhibited and potentially reported back to Council before it can be executed, Council offer Northern District Cricket Club an initial 12-month, rent-free licence for the Mark Taylor Oval indoor cricket centre on the same terms as the proposed lease.
5. Subject to points 2 and 3 above, Council endorse the lease agreement attached to Director's Report No. CE19/22.
6. Council give notice of the proposed lease for 28 days which includes website, signage at the site, and adjoining properties.
7. Subject to receiving no submissions objecting to the lease proposal, the terms generally outlined in Director's Report No. CE19/22, and any changes recommended by Council's legal advisors, Council delegate authority to the General Manager to sign the agreement attached to Director's Report No. CE19/22.
8. Where any objections are received, a report be prepared for Council's consideration regarding the matters raised and what action may then be taken.
9. Council agree to the creation of easements for on-site detention and drainage over Lot 30 DP 1273248 being land within Waitara Park.
10. Council authorise the use of Council's seal on any legal, survey or other documents directly

related to creation of the easements as deemed appropriate by Council's legal advisors.

THE AMENDMENT MOVED BY COUNCILLOR SALITRA, seconded by COUNCILLOR HEYDE WAS PUT AND LOST.

FOR: COUNCILLORS BALL, HEYDE, MCINTOSH AND SALITRA

AGAINST: COUNCILLORS GREENWOOD, PILLAMARRI, RUDDOCK, TILBURY AND WADDELL

THE MOTION MOVED BY COUNCILLOR WADDELL, seconded by COUNCILLOR TILBURY, WAS PUT AND CARRIED.

FOR: COUNCILLORS BALL, GREENWOOD, HEYDE, MCINTOSH, PILLAMARRI, RUDDOCK, SALITRA, TILBURY AND WADDELL

AGAINST: NIL

**9 CE22/22 Community Event Grants Program**

**(F2013/00283)**

Note: COUNCILLOR WADDELL declared a Pecuniary Interest in this item under Clause 5.11 of Council's Code of Conduct (see Declarations of Interest in these Minutes). The nature of interest was stated by COUNCILLOR WADDELL on the Declaration of Interest form as "My business has been noted in a specific grant application as a venue." COUNCILLOR WADDELL was not present at, or in sight of, the Meeting when the matter was being debated or voted on.

RESOLVED ON THE MOTION OF COUNCILLOR MCINTOSH, seconded by COUNCILLOR PILLAMARRI,

THAT Council:

1. Allocate funding to community groups as shown in Attachment 1. of Director's Report No. CE22/22.
2. Advertise an additional Place Activation funding round.

FOR: COUNCILLORS BALL, GREENWOOD, HEYDE, MCINTOSH, PILLAMARRI, RUDDOCK, SALITRA AND TILBURY

AGAINST: NIL