



**CARPENTARIA SHIRE**

*Outback by the Sea*

***BUSINESS PAPER***

***13 DECEMBER, 2023***

## **BUSINESS PAPERS**

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### **NOTICE OF MEETING**

**COUNCILLORS:**

Mayor Jack Bawden	Chairperson
Cr Ashley Gallagher	
Cr Bradley Hawkins	
Cr Andrew Murphy	
Cr Craig Young	
Cr Amanda Scott	
Cr Douglas Thomas	

Please find attached the Agenda for the Ordinary Council Meeting to be held in the Council Chambers, Haig Street, Normanton commencing at 9:00am.

Mark Crawley  
**CHIEF EXECUTIVE OFFICER**

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- 1 OPENING OF MEETING**
- 2 RECORD OF ATTENDANCE**
- 3 CONDOLENCES**
- 4 CONFIRMATION OF MINUTES FROM PREVIOUS MEETINGS**

**RECOMMENDATION**

*That the Minutes of the Ordinary Council Meeting held 15 November 2023 be confirmed.*

- 5 BUSINESS ARISING FROM PREVIOUS MEETINGS**
- 6 RECEPTION OF PETITIONS & DEPUTATIONS**
- 7 MAYORAL MINUTES**

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### 8 CONFIDENTIAL BUSINESS – ADJOURNMENT INTO CLOSED SESSION

In accordance with the *Local Government Act 2009*, and the *Local Government Regulation 2012*, in the opinion of the General manager, the following business is of a kind as referred to in clause 254J(3) of the Regulation, and should be dealt with in a Confidential Session of the Council meeting closed to the press and public.

#### RECOMMENDATION

*That Council adjourn into Closed Session and members of the press and public be excluded from the meeting of the Closed Session, and access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld unless declassified by separate resolution. This action is taken in accordance with clause 254J(3) of the Local Government Regulation 2012 as the items listed come within the following provisions*

#### 8.1 Update on Sale of 26-28 Col Kitching Drive Karumba (A384)

*This item is classified CONFIDENTIAL under the provisions of clause 254J(3)(d) (f) of the Local Government Regulation 2012, which permits the meeting to be closed to the public for business relating to rating concessions; AND matters that may directly affect the health and safety of an individual or a group of individuals.*

#### 8.2 Overdue Rates or Charges – 11 Landsborough Street, Normanton

*This item is classified CONFIDENTIAL under the provisions of clause 254J(3)(d) (e) (f) of the Local Government Regulation 2012, which permits the meeting to be closed to the public for business relating to rating concessions; AND legal advice obtained by the local government or legal proceedings involving the local government including, for example, legal proceedings that may be taken by or against the local government; AND matters that may directly affect the health and safety of an individual or a group of individuals.*

#### 8.3 Update on Council's Enterprise Bargaining Proposal

*This item is classified CONFIDENTIAL under the provisions of clause 254J(3)(b) of the Local Government Regulation 2012, which permits the meeting to be closed to the public for business relating to industrial matters affecting employees.:*

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### 9 REPORTS FROM THE CHIEF EXECUTIVE OFFICER

#### 9.1 CEO REPORT

**Attachments:** NIL  
**Author:** Mark Crawley - Chief Executive Officer  
**Date:** 6 December 2023

**Key Outcome:** Day to day management of activities within the Office of the CEO  
**Key Strategy:** As per the Departmental Plan for the Office of the CEO

#### Executive Summary:

This report provides information and updates to Council on various activities and programs that are facilitated within the Chief Executive Officer's portfolio.

#### RECOMMENDATION:

That Council:

1. receive and note the Chief Executive Officer's report; and
2. that those matters not covered by resolution be noted.

#### MEETINGS SCHEDULE

Date	Time	Event	Location
<b>Council</b>			
<b>13 December 2023</b>	9:00am	Ordinary Meeting of Council	Boardroom
<b>14 December 2023</b>	8:30am	Workshop – Councillors, CEO, Directors, and Managers	Boardroom
<b>17 January 2024</b>	9:00am	Ordinary Meeting of Council	Boardroom
<b>18 January 2024</b>	8:30am	Workshop – Councillors, CEO, Directors, and Managers	Boardroom
<b>NWQROC and LGAQ</b>			
<b>Local Government Professionals Australia</b>			

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Date	Time	Event	Location

### FINANCIAL REPORT

Governance Income and Expenditure to 30 November 2023

Row Labels	Sum of Current Budget	Sum of YTD Actual	Sum of Order Value	Sum of Total Actual
<b>Operating Expenditure</b>				
Communications	55,400	4,908	9,041	13,949
Disaster Events	4,500	43,762	0	43,762
Disaster Preparedness	74,000	42,501	0	42,501
Elected Members	572,441	196,386	3,518	199,904
Emergency Response	51,400	18,114	0	18,114
Governance	1,635,493	784,402	113,083	897,484
Operational Plan	0	24,300	18,600	42,900
<b>Operating Expenditure Total</b>	<b>2,393,234</b>	<b>1,114,372</b>	<b>144,241</b>	<b>1,258,614</b>
<b>Operating Income</b>				
Disaster Preparedness	-7,000	-6,984	0	-6,984
Emergency Response	-17,000	-17,639	0	-17,639
<b>Operating Income Total</b>	<b>-24,000</b>	<b>-24,623</b>	<b>0</b>	<b>-24,623</b>
<b>Grand Total</b>	<b>2,369,234</b>	<b>1,089,749</b>	<b>144,241</b>	<b>1,233,990</b>

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### ACTIONS OUTSTANDING FROM PREVIOUS MEETINGS

Date:	Ref:	Action	Status	Comment
October 20	012	Concessions not granted. Upgrade the signage to provide passcode to airside traffic.	Complete	Signage arranged.
February 21	023	Approve the request subject to the conditions outlined in the Subordinate Local Law No. 1.2 Commercial use of LG controlled areas and roads	Progressing	Initial letter advising of Council support for use as requested. Follow up to be provided in relation to Local Law conditions
May 21	007	Recommence the process to finalise the Water Supply Easements in negotiation with Landholders and finalise all agreements for the water supply at Glenore.	Progressing	Met with Preston Law on 10/2/2022 to progress.  Contact made with Dean Patchett to progress the inclusion of the northern section of the easement/road in our asset register
August 21	GB	Pipeline Easement		
June 23	004	Authorise the Chief Executive Officer to make a global offer to settle the claim brought by the Landholder up to the amount of \$100,000 ex GST plus agreed interests and agreed legal costs.	Progressing	Solicitors have prepared offer and sent.
June 23	007	Endorsement of the Local Disaster Management Plan and the Evacuation Plan and provide the public with access to the documents on the Council's Website.	Progressing	Documents being finalised for inclusion on the website. Some cosmetic changes required in formatting
September 23	008	Call expressions of interest from interested parties for the lease/agistment of Lot 2 on Crown Plan LS11 for a term of 2 years with an option to extend	Progressing	Letter provided to Rodeo Committee to advise of the decision. Preston Law preparing documents for EOI/Tender
November 23	009	Notice to repeal resolution from 16 <sup>th</sup> August 2023	Complete	Noted, no further action
November 23	010	Delegate authority to CEO for legislation provision provided in the Report	Complete	Noted, Delegations System updated
November 23	011	Authorize the Chief Executive Officer to continue to work with King and Company Solicitors to establish a Company Limited by Shares as an overarching Company for the Normanton Child Care: and provide regular updates to Council on the progress of establishing the new company.	Complete	Advice provided to King and Company to commence the development of Company Limited by Shares
November 23	012	1. Advertise the draft Land Management Plan developed for Lot 2 on Crown Plan LS11 for community feedback for a period of 1 month; and	Complete  Progressing	Land Management Plan was advertised on social media and Website  Awaiting feedback from

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		<p>2. Call for Expressions of Interest from interested parties for the agistment of Lot 2 on Crown Plan LS11 at the conclusion of the community feedback and such Expressions of Interest be advertised for 4 weeks; and</p> <p>3. Allow Inverleigh Pastoral Company and Heslin Cattle Co to occupy the paddock at an agistment rate of \$1,000.00 per week and such agistment is available until the Expressions of Interest process is concluded.</p>	Complete	<p>consultation to include in the EOI</p> <p>Advice provided to Inverleigh Pastoral Company and Heslin Cattle Co</p>
November 23	013	Note the minor changes to the draft policy and adopt the Public Interest Disclosure Policy POL_E_EXGC_006	Complete	Policy to be updated on Website
November 23	014	Council adopt the Standing Orders for Council Meetings Policy – POL_I_CSA_017.	Complete	Policy to be updated on website
November 23	016	Authorise the Chief Executive Officer to negotiate with the tenderers to ascertain if they are prepared to increase their offer; and delegate authority to the Mayor and the Chief Executive Officer to set sale prices for the remaining lots.	Progressing	When finance team compile the costs associated with lots will commence negotiations with tenderers along with setting reserve with Mayor as per resolution
November 23	GB	Animal Desexing Program	Complete	See comments in report
November 23	GB	Artificial Reef – Community consultation / feedback for names for reef	Progressing	To be undertaken in the New Year
November 23	GB	Old Croydon Road Grid – CEO to write to landowners and request that fencing be completed	Progressing	CEO inspection 4/12/2023 - Fencing has commenced
November 23	GB	SES Shed - Funding	Complete	CEO provided copy of funding programs to Cr Murphy
November 23	GB	NDIS Service, concerns in relation to NDIS Client in Croydon	Complete	CEO distributed copy of Vulnerable Persons Register to ADA Disability Services

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### **MATTERS FOR COUNCIL CONSIDERATION**

#### **1. Covered in separate reports**

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A separate Report will be provided for all matters for Council consideration.

**Recommendation:** NIL

### **MATTERS FOR COUNCIL INFORMATION**

#### **2. PCYC Presentation**

On 14<sup>th</sup> November 2023 representatives from PCYC attended Council to provide a presentation on their Model for Social Delivery for PCYC services for Normanton. A copy of the powerpoint was requested and can be made available to the Councillors who were unable to attend.

The potential investment required to run a program under the PCYC banner is \$480,850 in the first year, plus the provision of two houses to assist with accommodation of staff.

**Recommendation:** For feedback

#### **3. Queensland Connects/QUT**

The final workshop for 2023 was held in Brisbane during the week commencing 27<sup>th</sup> December 2023. As part of the final workshop each of the teams were to present a "pitch" to Parliament at Parliament House during breakfast on Thursday 30<sup>th</sup> November 2023. Kevin Bell, CEO Kowanyama Aboriginal Shire Council, and I were the two chosen to deliver the "Pitch" for funding for our projects. As a group we now have a couple of applications in the development for "seed funding" from Advance Queensland.

A video of our "Pitch" was taken on the day, and we are proposed to receive a copy of same. It should arrive in time to provide a viewing at the Council Meeting.

A further and final workshop for cohort four will be held in Brisbane on Tuesday 13<sup>th</sup> and Wednesday 14<sup>th</sup> February 2024.

**Recommendation:** For information

#### **4. Telstra**

I have attempted, with very little success, to obtain timeframes from Telstra for the upgrades planned within the Shire.

The planned upgrades are as follows: -

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- Karumba- Upgrade of existing site to provide 5G and more coverage to Karumba and capacity during peak tourist season.
  - Karumba point- Installation of new small cell at Karumba point to help with coverage and capacity at the point
  - Normanton Exchange- Full capacity upgrade including 5G installation.
  - Haydon R/T- New site to extend coverage on Gulf development road.
  - Reaphook Range R/T- New site to extend coverage on Burke Development Rd

As part of the Queensland Connects program that I have been attending there is a gentleman who has offered to assist with getting some firm dates from Telstra so we can be better informed.

Downer are currently preparing plans for small cell towers for McAllister and Augustus on behalf of Telstra, if work can progress for corporate clients they should be able to progress for community.

**Recommendation:** For information

### **5. Leave/Christmas Closure**

The Director of Engineering will remain in Normanton over the close down period. As the CEO will be on leave it is proposed that the Director of Engineering be the Acting Chief Executive Officer and Acting Local Disaster Coordinator during the absence of the Chief Executive Officer.

CEO is due to return to Normanton on Tuesday 2<sup>nd</sup> January 2024.

**Recommendation:** For information

### **6. Dog and Cat Desexing**

Councillor Thomas raised the proposed desexing program and requested an update. We called expressions of interest from the two veterinary businesses and presented to Council, the follow up is in relation to funding for the program. Council requested we remain on the lookout for a possible funding source to support the desexing program. Yet no funding source has been identified. We will continue to monitor grant opportunities.

**Recommendation:** For information

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### ACTIONS FROM STRATEGIC INTENT DOCUMENT

Action	Status	Comment
<u>Departmental Plans</u> CEO to work with Senior Leadership Team to complete documents for adoption.	5%	The Water and Waste Departmental Plan has been updated recently. Office of the CEO Departmental Plan is currently under review
<u>Business Cases</u> CEO to work with Senior Leadership Team to ensure the Business Case and Project Plans are completed in preparation for future grant opportunities.	5%	The draft Business Case and Project Plan have been completed for the School Dam Project. The estimates for the works required and the Cost Benefit Analysis are yet to be completed, there are other Business Cases and Project Plans that are required to be completed.
<u>SurePact</u> CEO to work with the Senior Leadership Team to ensure the use of SurePact system becomes part of the day-to-day operations within Council ensuring that projects are well managed, and grants acquitted and managed in accordance with Milestones contained in the Grant Agreements.	25%	CEO has met with DOE to ensure the use of SurePact is taken up to manage the many projects and contracts under the Engineering Department SurePact provided further training for staff. SurePact provided presentation of system to Councillors Commitment from Team to progress finance and document management integration
<u>Workforce Strategy and Plan</u> CEO to continue to progress the actions/recommendations contained in the Implementation Plan and regularly update outstanding items as a standard agenda item at the Senior Leadership Team Meetings.	45%	In the documents provided through the engagement of Davidson's we were provided with an implementation plan to progress where we want to be as an organisation. Some of this work is being undertaken in-house and through support from Peak Services.
<u>Accountability</u> Senior Leadership Team to take a more proactive role in ensuring all staff are treated fairly.	10%	Some training has been provided to the leadership team in relation to managing people under the new Psychosocial Guidelines.
<u>Position Descriptions</u> CEO and Manager Human Resources to distribute new PDs to all staff throughout the organisation. New PD's to be utilised for all new recruitment for vacancies as advertised.	100%	The new Position Descriptions have been completed by Peak Services and are uploaded into the records management system and old PDs are being archived
<u>Performance Reviews</u> Senior Leadership Team to sign off on their individual Performance Plans prior to Christmas Closedown and a first performance review meeting to be held prior to June 2024.	25%	Peak Services will move onto this work following to completion of the current body of work. This was listed as project five of five of the work to be undertaken by Chris Leck

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<p><u>Governance and Policy Review</u> CEO to work with the EO – GPC and the Senior Leadership Team to ensure all the outstanding governance issues are cleared up and completed prior to the hand over to the new CEO.</p>	60%	<p>The EO-GPC has completed the “quick wins” from the recent review, and we are progressing through the remainder of the items identified in the Governance Review</p> <p>Two more policies are presented for adoption this month</p>
<p><u>Governance Framework</u> CEO to prepare a Governance Framework for formal adoption and inclusion on the Council Website.</p>	90%	<p>CEO has drafted the Governance Framework and will present to the January 2024 Council Meeting</p>
<p><u>LHAP Housing Strategy</u> CEO to continue to provide the secretarial role for the Advisory Committee and has responsibility for many of the response actions contained in the LHAP Implementation Tracker and continue to progress these in accordance with direction from the Advisory Committee and Council.</p>	45%	<p>Carpentaria Shire Council has progressed further than the other member council of the WQAC.</p> <p>The Carpentaria Shire Council Housing Strategy is complete and included on the Council Website.</p> <p>Implementation Tracker is updated prior to each meeting of the LHAP Advisory Committee.</p>
<p><u>Rent to Buy Scheme</u> CEO to meet with the Department to progress this initiative and obtain support from the Department to progress</p>	25%	<p>CEO has met with the Department in relation to this. Obtained examples of what some other Councils are doing in this space.</p>
<p><u>Residential Subdivision</u> CEO to work with surveyor and the Department to progress this parcel of land for further development to provide additional residential lots in the Normanton community.</p>	30%	<p>Draft survey layouts have been provided and the CEO has commenced discussions with the Department in relation to the acquisition of land for future urban expansion.</p> <p>Further discussed with Department during recent visit to Carpentaria Shire Council 25<sup>th</sup> October 2023</p>
<p><u>Gough Street – Units</u> CEO will continue to work with the architects to ensure the plans are provided to Council to allow for the development of a further scope of works to prepare tender documents that will allow for the calling of tenders for a design and construct for the multi-unit development for further staff accommodation when funds become available to progress this important initiative.</p>	35%	<p>Architect has been engaged and visited site. Also held discussions with Councillors to ascertain input into the layout, yield, and possible design</p> <p>First draft distributed to Councillors for feedback. Feedback sent to Architect for inclusion and amendment of first draft.</p> <p>Further plans provided by architect and forwarded to Councillors on 22 November 2023</p>

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<u>Candidate Information Session</u> CEO to prepare a presentation and conduct an information session for intending candidates prior to the close of nominations for the 2024 local government election.	400%	This information session will be held in conjunction with Departments Information Sessions on 6 <sup>th</sup> and 7 <sup>th</sup> December.
<u>Councillor Induction Handbook</u> CEO to prepare the Induction Handbooks for the incoming Councillors and present at the Induction. Also, to prepare a presentation for the Induction Workshop with new elected members following the declaration of the poll and the Post-Election Meeting.	35%	The template from the Handbook provided to the Councillors following the 2020 Election will be updated to ensure the latest information is available to the 2024 cohort of Councillors following the March/April 2024 Local Government Election
<u>Company Limited by Guarantee/Shares</u> CEO to meet with the Department to ascertain if the establishment of a company limited by guarantee will be supported including the transfer of assets from Council to the newly established Company. CEO to also commence, following confirmation from the Department, the development of Policies and Procedures and the other Governance arrangements for the Company's establishment.	25%	The CEO has met with the Department and progressed discussions with King and Company Solicitors. In discussions with King and Company an option will be provided in relation to a Company Limited by Shares, pros, and cons for both will be provided for consideration. King and Company have been advised to progress with the development of the constitution for the Company Limited by Shares following the resolution at the November meeting
<u>WH&amp;S and Psychosocial Health</u> CEO and Senior Leadership Team to ensure that WH&S continues to remain front of mind and we continue to strive to achieve the identified targets set in the WH&S Safety Management System.	25%	We are implementing good practices in relation to WH&S and training has been provided to Supervisors in relation to Psychosocial Health. A new system – SkyTrust has been installed and rolled out throughout Council.
<u>Small Business Friendly</u> CEO to work with the Director Community Services, Tourism and Regional Prosperity and the Manager Economic and Community Development to progress the Accelerator Program as part of the Small Business Friendly program	25%	Charter has been signed and we are working through the documentation provided by the Office of the Small Business Commissioner in relation to the Accelerator Program. First draft of Accelerator Program has been submitted to Small Business Commissioner.

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<p><u>Recruitment of new CEO</u> CEO to prepare a report and advertise a Special Meeting with agenda item to include the recruitment for new CEO as soon as possible following the Post-Election Meeting.</p>	<p>5%</p>	<p>A report will be drafted for the Special Meeting to follow the Post-Election Meeting to allow the elected members to decide on the recruitment of the new CEO.</p>
<p><u>New CEO – Handover Notes</u> CEO to prepare detailed handover notes to provide to the new CEO as part of the smooth transition between current CEO and incoming CEO.</p>	<p>10%</p>	<p>The compilation of Hand-Over Notes for the incoming CEO have been started.</p>

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### **9.2 NEW PLANNING SCHEME**

<b>Attachments:</b>	9.2.1. Copy of Chief Executive Notice <a href="#">↓</a> 9.2.2. Consultation and State Submission Report <a href="#">↓</a> 9.2.3. Draft Planning Scheme <a href="#">↓</a>
<b>Author:</b>	Mark Crawley - Chief Executive Officer
<b>Date:</b>	4 December 2023
<b>Key Outcome:</b>	The region's environmental assets including natural areas and resources, open spaces, and agricultural land, are conserved and enhanced for future generations
<b>Key Strategy:</b>	Manage development within the Carpentaria Shire in accordance with the desired environmental outcomes

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#### **Executive Summary:**

Council resolved in 2022 to prepare a new planning scheme for Carpentaria Shire under the Planning Act 2016. The new planning scheme will establish an integrated contemporary policy framework and a development assessment system that provides greater clarity and simplicity for the community, applicants and Council. Regulation can be targeted to where it can add value, while removing unnecessary impediments and complexity.

The draft planning scheme was publicly notified from 25 September to 4 November 2023. Only one submission was received during that time, which was Council's own submission to itself dealing with a change to the defined flood level as an interim measure while new flood modelling is being prepared. Changes have been made to the draft planning scheme to give effect to this change (a revised draft planning scheme is attached).

Under step 14 of the chief executive's section 18 notice (attached), Council must now give the Minister a notice to request adoption of the proposed planning scheme. This request must include:

- (a) a copy of the proposed planning scheme, with proposed changes identified;
- (b) a report that identifies the changes proposed, why they were made; and
- (c) a consultation report outlining activities undertaken and submissions received.

A copy of the proposed report to the minister is attached.

Council should be aware that the Minister may determine that the change proposed relating to the defined flood level may be a significant change to the version of the draft scheme that was publicly notified. If this is the case, the Minister may require the change to go through a second round of public notification.

The Minister is likely to take around 40 business days to advise Council of his decision.

#### **RECOMMENDATION:**

That Council requests the Minister's agreement to the adoption of the proposed planning scheme, and to provide the required reporting to the minister, in accordance with step 14 of the Chief Executive's section 18 notice.

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### **Background:**

In early 2022 Council resolved to prepare a new planning scheme for the local government area. This decision was taken in recognition that local governments are required to review their planning schemes at least every 10 years under the Planning Act 2016. Carpentaria Shire Council's current scheme was prepared under the Integrated Planning Act 1997 and commenced in 2008. It is overdue for renewal.

In accordance with Planning Act requirements, the Chief Executive of the Department of State Development Infrastructure Local Government and Planning (DSDILGP) issued a 'section 18 notice' to Council setting out the required process to prepare the planning scheme. In accordance with steps 3 and 4 of the required process, the draft scheme was provided to the state for formal state interest review in February 2023.

After preliminary comments from state agencies, Council further resolved in June 2023 to make changes the draft scheme and resubmit the scheme to finalise the state interest review.

On 7 August 2023, DSDILGP advised that it was satisfied the proposed planning scheme appropriately integrated the relevant state interests and that Council may proceed to public notification of the draft scheme in accordance with the step 8 of the section 18 notice.

Public notification was held from 25 September to 4 November 2023.

### **Consultation (Internal/External):**

- Meetings have been held with DSDILGP officers to discuss state agency comments and planning scheme responses. Engagement has previously been undertaken with Councillors and Council officers.

The public notification of the draft planning scheme involved the following public activities:

- A notice was published in the Cairns Post on 23 September 2023.
- A notice and a copy of the draft planning scheme and risk assessment report was published and maintained on Council's website for the whole of the notification period.
- A notice and a copy of the draft planning scheme and risk assessment report were made available at each Council office or the whole of the notification period.
- Information was published in Council's monthly newsletter and social media during the notification period.
- Summary information and fact sheets were prepared and made available.
- Community drop-in sessions were held in both Normanton and Karumba in the last week of October 2023.
- Informal discussions were held with Council's traditional owner liaison officers and other council officers.

Only one submission was received. This was Council's own submission to itself dealing with appropriate floor levels in Normanton and Karumba.

The Minister requires a report on consultation activities that summarises any issues raised and outlines how the council has responded to these issues. This report must also be made available on Council's website and at Council's offices.

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A copy of the draft consultation report is attached to this report.

### **Changes made to the draft planning scheme**

#### Defined flood levels

Following discussions in October, Council's own submission sought changes to the interim defined flood level for Normanton and Karumba, stating:

*The draft scheme uses levels for both Normanton and Karumba that are understood to reflect the 1974 level. However, there is insufficient evidence to verify this level or to determine whether it represents a 1% AEP event or a larger (rarer) event. It represents a significant change from the currently required floor levels (8.8m versus 6m in Normanton and 4.5m versus ground level plus 200mm in Karumba).*

*Council has reconsidered the lack of reliable data relating to flood levels, its assessment of the community's risk tolerance and the potential costs for new housing. It is also cognisant of the recent commencement of flood modelling for Normanton and Karumba under agreement with the Queensland Reconstruction Authority, which should be completed in the first half of 2024. This new work will provide an evidence base for determining a defined flood level (and event) which will be ready for incorporation into the new planning scheme around the time of its commencement.*

*Council therefore proposes to reduce the interim levels to 6.3m AHD and 3.7m AHD in Normanton and Karumba respectively. These levels represent a less significant change from current levels and are reflective on the 2009 flood.*

*Little new development is expected in either towns prior to the new flood study becoming available. Any new development at these interim levels will not significantly change the overall risk profile or level of exposure for either community. Risks will be further minimised by the intention to incorporate evidence based levels once the new studies are complete.*

*In addition, Council intends to rely on these interim levels to establish a clearcut floor height requirement for the rural residential zone (which accommodates the newly released Lilyvale subdivision). This will minimise costs and confusion for new owners and certifiers.*

Accordingly, the following change has been made to the definition of the defined flood level in the draft planning scheme. Consequential changes have also been made to the flood hazard overlay maps to show the revised relevant contour levels.

## BUSINESS PAPERS

Column 1 Administrative term	Column 2 Definition
Defined flood level	<p>means the level to which it is reasonably expected flood waters may rise (under Building Regulation 2021, section 8). In Carpentaria Shire the defined flood level is taken to be:</p> <p>(a) RL6.38-8m in Normanton, <u>Lilyvale (being land in the rural residential zone)</u>, and surrounds shown on maps OM7.3 and 7.4;</p> <p>(b) RL3.7m4.5 in Karumba and surrounds shown on map OM7.5, 7.6 and 7.7; and</p> <p>(c) elsewhere the level to which water would rise in a 1% AEP event.</p> <p><i>Editor's note – Where (c) applies, the 1% AEP event level will need to be determined by a site specific flood study. Such a study is to be prepared by the development proponent to a standard acceptable to Council.</i></p>

### Editorial changes

Editor's notes have been added or clarified alerting users to:

- the effect of the coastal hazard overlay in setting floor level requirements for dwellings; and
- the definition of essential community infrastructure in the State Planning Policy.

In addition, some minor editorial matters (predominantly formatting – page and line breaking and spacing) have also been attended to.

### **Next steps under the section 18 notice**

Under step 14 of the section 18 notice, Council must now give the Minister a notice to request adoption of the proposed planning scheme. This request must include:

- an electronic copy of the proposed planning scheme, clearly identifying any change that has been made to the proposed planning scheme since the state interest review; and
- a report that identifies the changes proposed, why the changes were made, how they relate to the regional plan or state interests and why the council doesn't consider the proposed planning scheme to be significantly different from the public consultation version; and
- a written consultation report;

A copy of the proposed report to the Minister is attached.

Council should be aware that the Minister may determine that the change proposed relating to the defined flood level may be a significant change to the version of the draft scheme that was publicly notified. If this is the case, the Minister may require the change to go through a second round of public notification.

The Minister is likely to take around 40 business days to advise Council of his decision.

## **BUSINESS PAPERS**

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### **Legal Implications:**

- This is a statutory step in the planning scheme preparation process required by the Planning Act 2016.

As noted above, the Minister may determine the change is significantly different from the notified planning scheme. If so, a second round of public notification will be required.

### **Financial and Resource Implications:**

- Council officers need to make available copies of the consultation report and report to the Minister on Council's website and at Council's offices.

### **Risk Management Implications:**

- Work Health and Safety Risk is assessed as low
- Financial Risk is assessed as low
- Public Perception and Reputation Risk is assessed as low



Department of  
**State Development, Infrastructure,  
Local Government and Planning**

# Chief Executive Notice

## Notice about the process for making or amending a planning scheme under section 18(3) of the *Planning Act 2016*

### Carpentaria Planning Scheme – Carpentaria Shire Council

#### Part A – Preamble

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In accordance with section 18(4) of the *Planning Act 2016* (the Act), the Chief Executive has considered the matters stated within the Minister's Guidelines and Rules (MGR) when preparing this notice under section 18(3)(a) of the Act. The summary matters relevant to this decision are:

1. The notice given by Carpentaria Shire Council under section (18)(2) of the Act on 11 May 2022.
2. Parts B & C of this notice comprise the provisions and process that apply to the proposed making of this planning scheme in accordance with section 18(6) of the Act.
3. Unless stated otherwise, the process described in Part C of this notice is to be undertaken in the order in which it is prescribed. This does not preclude the need for steps to be repeated should changes be made to the proposed planning scheme for example.
4. In accordance with section 18(5) of the Act, a communications strategy that the local government must implement about the instrument is described in this notice.

#### Part B – Operative provisions

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This part prescribes additional matters that are to be read in conjunction with the requirements set out in Part C.

##### 1. Requesting information

- 1.1 The Minister for Planning or Chief Executive, as relevant to the process, may, at any time, give the local government a notice requesting further information.

## **2. Managing timeframes**

- 2.1 The Minister for Planning, Chief Executive, or the local government, may pause a timeframe (except for the public consultation timeframe) for an action for which they are responsible, by giving notice to any other party in the relevant step of the process. This notice must state how long the timeframe will be paused and a date upon which the timeframe will restart.
- 2.2 If a notice to pause a timeframe is given, the process is paused from the day after the notice is given until the date stated in the notice, unless the notice is withdrawn by the party that gave the notice.
- 2.3 If a notice to pause a timeframe is withdrawn, the process restarts from the day after the withdrawal notice is given.
- 2.4 Despite section 2.1, if a notice to pause a timeframe is given with a request for further information as per section 1.1 above, the timeframe is paused until the request is satisfied.
- 2.5 The duration of a pause notice may be extended by the giving of another pause notice before the paused period ends.

## **3. Public consultation**

In addition to any steps relating to public consultation included in Part C of this notice and in accordance with section 18(5) of the Act, the local government is required to:

- 3.1 Publish at least one public notice about the proposal to make the planning scheme.
- 3.2 Keep the instrument available for inspection and purchase for a period (the consultation period) stated in the public notice of at least 40 business days after the day the public notice is published in a newspaper circulating in the local government area.
- 3.3 Give the Minister for Planning a notice containing a summary of the matters raised in the properly made submissions and stating how the local government dealt with the matters as per step 15.

## **4. Communications strategy**

The local government is required to:

- 4.1 Comply with the minimum public consultation standards prescribed in the Act.
- 4.2 Identify the relevant key stakeholders for the purposes of public consultation.
- 4.3 Undertake a range of consultation methods that can be considered 'best practice' and are fit-for-purpose, generally in accordance with the communications strategy outlined in Appendix A.
- 4.4 Prepare a report on public consultation for the Minister for Planning, to accompany the proposed planning scheme for adoption.
- 4.5 Undertake its engagement process in accordance with the approved Communications Strategy and in line with the principles detailed in part 1 of the department's 'Community engagement toolkit for planning'.

## **5. Changing the proposed planning scheme**

- 5.1 The local government may make changes to the proposed planning scheme to—

- 5.1.1 address issues raised in submissions;
  - 5.1.2 amend a drafting error; or
  - 5.1.3 address new or changed planning circumstances or information; or
  - 5.1.4 address a matter or condition raised during state interest review to appropriately integrate a state interest.
- 5.2 The local government must ensure any changes made to the proposed planning scheme continue to appropriately integrate and address relevant state interest/s, including those identified in a state interest review.
- 5.3 If the local government changes the proposed planning scheme and the change results in the proposed planning scheme being significantly different (having regard to schedule 2 of the MGR) to the version released for public consultation, AND public consultation has started or been completed, the local government must repeat the public consultation required for the proposed planning scheme.
- 5.4 If public consultation is required to be repeated as a result of changes which result in the proposed planning scheme being significantly different, the local government may limit the public consultation to only those aspects of the proposed planning scheme that have changed.
- 5.5 If public consultation is required to be repeated, the timeframes established in Step 9 apply.

#### **6. Chief Executive actions**

- 6.1 For Chief Executive actions given in this notice under section 18 of the Act, the Chief Executive includes the Director-General, the State Planner, Executive Director, Director and Manager of the Planning Group in the department.

**Part C – Process for making Carpentaria Shire Council planning scheme under section 18 of the *Planning Act 2016***

Step No.	Summary of action/s	Specific action/s	Entity responsible for action/s	Indicative timeframes (Business days)
<b>Planning and Preparation</b>				
Step 1	The council prepares a draft planning scheme	The council must prepare a draft planning scheme.	The council	None
Step 2	The council undertakes early engagement	<p>While preparing the draft planning scheme, the council must undertake early engagement on the draft planning scheme with:</p> <ul style="list-style-type: none"> <li>(a) relevant stakeholders;</li> <li>(b) the department; and</li> <li>(c) state agencies (through the department).</li> </ul> <p>Consultation should be undertaken at various stages of the drafting process but must include:</p> <ul style="list-style-type: none"> <li>(a) provision of any draft background studies (prepared to support preparing of the proposed planning scheme) to the department for review, prior to drafting the proposed planning scheme provisions; and</li> <li>(b) provision of the draft proposed planning scheme (or agreed parts of the draft) to the department for an early (informal) state interest review. The department will provide the outcomes of the review to the council.</li> </ul>	The council	None
<b>State Interest Review</b>				
Step 3	The council provides notice to commence the state interest review process	<p>The council must give a notice to the Chief Executive to commence the state interest review that includes—</p> <ul style="list-style-type: none"> <li>(a) an electronic copy of the proposed planning scheme in the format identified by the department;</li> <li>(b) a written statement addressing the state interests in the relevant regional plan and the State Planning Policy 2017 (SPP) which includes—                             <ul style="list-style-type: none"> <li>(i) how the state interests are integrated in the proposed planning scheme;</li> <li>(ii) reasons why any state interests have not been integrated in the proposed planning scheme; and</li> <li>(iii) any state interests that are not relevant;</li> </ul> </li> <li>(c) a written statement about how the key elements of a planning scheme mentioned in section 16(1) of the Planning Act have been addressed and if the proposed planning scheme is consistent with the regulated requirements;</li> <li>(d) a proposed communications strategy;</li> </ul>	The council	None

Step No.	Summary of action/s	Specific action/s	Entity responsible for action/s	Indicative timeframes (Business days)
		<ul style="list-style-type: none"> <li>(e) any background studies or reports that informed the preparation of the proposed planning scheme, including any strategic study or report, or review required under section 25(1) of the Planning Act;</li> <li>(f) any natural hazards, risk and resilience evaluation report prepared having regard to the SPP;</li> <li>(g) any draft feasible alternatives report prepared for a planning change made to reduce the risk of natural hazards, including details of the potentially affected premises and any relevant supporting information;</li> <li>(h) shapefiles of any mapping;</li> <li>(i) a summary of consultation with state agencies and the outcome of the consultation; and</li> <li>(j) any other information considered relevant by the council.</li> </ul>		
Step 4	The Chief Executive undertakes the state interest review	The Chief Executive must commence the state interest review within 5 business days of receiving the council's notice under Step 3. As part of the state interest review, the Chief Executive must consider if the proposed planning scheme— <ul style="list-style-type: none"> <li>(a) advances the purpose of the Planning Act;</li> <li>(b) is consistent with section 16(1) of the Planning Act;</li> <li>(c) is consistent with the regulated requirements prescribed in the Planning Regulation 2017;</li> <li>(d) is well drafted and clearly articulated; and</li> <li>(e) accords with the result of any strategic study or report, or review required under section 25(1) of the Planning Act.</li> </ul>	The Chief Executive	To commence within 5 business days of receiving the council's notice under Step 3
Step 5	The Chief Executive advises of changes required	The Chief Executive may give notice to the council advising of any changes— <ul style="list-style-type: none"> <li>(a) to the proposed planning scheme required to address state interests; and/or</li> <li>(b) to the proposed communications strategy as a result of the state interest review.</li> </ul>	The Chief Executive	During the State Planner's state interest review
Step 6	The State Planner provides outcomes of state interest review and approval to proceed to public notify	The State Planner must give notice to the council that states— <ul style="list-style-type: none"> <li>(a) the outcome of the state interest review; and</li> <li>(b) if the council may proceed to public consultation of the proposed planning scheme; and</li> <li>(c) the conditions, if any, that apply to the proposed planning scheme, including the timing on when the conditions must be complied with; or</li> <li>(d) if the proposed planning scheme may not proceed to public consultation, and the reasons why it may not proceed.</li> </ul>	The State Planner	60 business days from commencement of the state interest review

Step No.	Summary of action/s	Specific action/s	Entity responsible for action/s	Indicative timeframes (Business days)
Step 7	The council makes changes to the proposed planning scheme	The council may make changes to the proposed planning scheme to address conditions in the State Planner's notice about the state interest review.	The council	None
<b>Public Consultation</b>				
Step 8	The council commences public consultation as per the Planning Act, MGR, etc.	<p>The council must give public notice in accordance with:</p> <ul style="list-style-type: none"> <li>(a) the public notice requirements prescribed in the Planning Act, Schedule 2, definition of public notice, paragraph (b);</li> <li>(b) Schedule 4 of MGR; and</li> <li>(c) the communications strategy, including any amended strategy requested by the Minister/Chief Executive.</li> </ul> <p>The public notice must state that any person may make a submission about the instrument to the council within the consultation period.</p>	The council	The consultation period must be a minimum period of 40 business days, commencing after the day the public notice is published in accordance with Section 18 of the Planning Act.
<b>Considering Submissions</b>				
Step 9	The council considers all properly made submissions	The council must consider all properly made submissions about the proposed planning scheme.	The council	None
Step 10	The council prepares written consultation report	<p>The council must prepare a written consultation report that summarises the issues raised in submissions and outlines how the council has responded to issues raised in the properly made submission.</p> <p>The report must be available to—</p> <ul style="list-style-type: none"> <li>(a) view and download on the council's website; and</li> <li>(b) inspect and purchase in each of the council's offices.</li> </ul>	The council	Within 40 business days of the close of the consultation period
Step 11	The council notifies submitters about submissions consideration process	The council must notify persons who made a properly made submission about how the council has dealt with submissions and where to find the consultation report.	The council	None

Step No.	Summary of action/s	Specific action/s	Entity responsible for action/s	Indicative timeframes (Business days)
<b>Changing the Proposed Planning Scheme</b>				
Step 12	The council makes changes to the proposed planning scheme	The council may make changes to the proposed planning scheme to— (a) address issues raised in submissions; (b) amend a drafting error; and/or (c) address new or changed planning circumstance.  The council must ensure any changes made to the proposed planning scheme continue to appropriately integrate and address relevant state interests, including those identified in a state interest review.	The council	At any time prior to Step 14
Step 13	The council repeats public consultation	If the council changes the proposed planning scheme and the change results in the proposed planning scheme being significantly different (having regard to schedule 2 of the MGR) to the version released for public consultation, and public consultation has started or been completed, the council must repeat Steps 8 to 11.  If Steps 8 to 11 are required to be repeated, the council may limit the steps to only those aspects of the proposed planning scheme that have changed.  Once Steps 8 to 11 have been repeated (if required), the council may repeat Steps 12 and 13 (if required).	The council	In accordance with the timeframes for Steps 8 to 12.
<b>The Minister's Consideration</b>				
Step 14	The council requests adoption of scheme	The council must give the Minister a notice to request adoption of the proposed planning scheme that includes— (a) if the proposed planning scheme has not changed since the state interest review – (i) an electronic copy of the proposed planning scheme; and (ii) a written consultation report prepared in accordance with Step 10; or (b) if the proposed planning scheme has changed since the state interest review – (i) an electronic copy of the proposed planning scheme, clearly identifying any change that has been made to the proposed planning scheme since the state interest review; (ii) a report that includes – • the changes made to the proposed planning scheme; • when the changes were made • why the changes were made; • how the changes relate to the relevant regional plan or the SPP or affect a state interest; and	The council	Within 40 business days of completing Steps 8 to 13.

Step No.	Summary of action/s	Specific action/s	Entity responsible for action/s	Indicative timeframes (Business days)
		<ul style="list-style-type: none"> <li>• what issues the changes respond to;</li> <li>(iii) the reasons why the council doesn't consider the proposed planning scheme to be significantly different from the public consultation version; and</li> <li>(iv) a written consultation report prepared in accordance with Step 10.</li> </ul>		
Step 15	The Minister considers the council's request to adopt the proposed planning scheme	The Minister must consider if the council may adopt the proposed planning scheme by considering— <ul style="list-style-type: none"> <li>(a) the information given with the notice under Step 14;</li> <li>(b) if any conditions set out in the given under Step 6 have been complied with;</li> <li>(c) if the adoption version of the proposed planning scheme is significantly different to the public consultation version; and</li> <li>(d) if the proposed planning scheme –                             <ul style="list-style-type: none"> <li>(i) advances the purpose of the Planning Act;</li> <li>(ii) is consistent with section 16(1) of the Planning Act;</li> <li>(iii) is consistent with the regulated requirements prescribed in the Planning Regulation 2017;</li> <li>(iv) is well drafted and clearly articulated; and</li> <li>(v) accords with the result of any relevant study or report, or review required under section 25(1) of the Planning Act.</li> </ul> </li> </ul>	The Minister	During the Minister's consideration of the council's request to adopt the proposed planning scheme
Step 16	The Minister provides approval to adopt	The Minister must give the council a notice stating— <ul style="list-style-type: none"> <li>(a) if the council may adopt the proposed planning scheme; and</li> <li>(b) the Minister's conditions, if any, that apply to the proposed planning scheme; or</li> <li>(c) if the proposed planning scheme may not be adopted, and the reasons why it may not be adopted.</li> </ul>	The Minister	40 business days from receiving the council's notice under Step 14
<b>Adoption</b>				
Step 17	The council complies with Ministerial conditions of adoption	Any conditions stated in the notice given by the Minister under Step 16 must be complied with before the council may adopt the proposed planning scheme, unless stated otherwise in the notice.	The council	None
Step 18	The council decides to adopt the proposed planning scheme	The council must decide to adopt or not proceed with the proposed planning scheme.	The council	None

Step No.	Summary of action/s	Specific action/s	Entity responsible for action/s	Indicative timeframes (Business days)
Step 19	The council publicly notifies adoption	If the council decides to adopt the proposed planning scheme, the council must publish a public notice in accordance with the requirements of the Planning Act, Schedule 2, definition of public notice, paragraph (c) that must state— (a) the name of the council; (b) the decision made by the council about the planning scheme; (c) the date the planning scheme was adopted; (d) the commencement date for the planning scheme (if different to the adoption date); (e) the title of the planning scheme; (f) if the planning scheme only applies to part of the council's local government area, a description of the location of that area; (g) the purpose and general effect of the planning scheme; and (h) where a copy of the planning scheme may be inspected and purchased.	The council	None
Step 20	If the council does not adopt, the council publicly notifies decision not to adopt	If the council decides not to proceed with the planning scheme, the council must publish a public notice in accordance with the requirements of the Planning Act, Schedule 2, definition of public notice, paragraph (c) that must state— (a) the name of the council; (b) the decision made by the council about the planning scheme; and (c) the reasons for not proceeding with the planning scheme	The council	None
Step 21	The council provides public notice and copy of the planning scheme to the Chief Executive	The council must give the Chief Executive a copy of the public notice issued under Step 19 or Step 20, and if adopted, a copy of the planning scheme.	The council	Within 10 business days of publishing the public notice under Step 19 or Step 20

Dated this 5 day of July 2022



**Chris Aston**  
 Acting State Planner  
 Department of State Development, Infrastructure,  
 Local Government and Planning

**Appendix A – Communications Strategy**

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# ROUGH PLAN

DRAFT CONSULTATION AND MINISTER'S CONSIDERATIONS  
REPORT PROPOSED CARPENTARIA SHIRE PLANNING  
SCHEME DECEMBER 2023

ROUGH PLAN

## Version Control

Revision	Date issued	Prepared by	Revision type
1	28/11/2023	J. Roughan	Draft for comment

ROUGH PLAN

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ROUGH PLAN

## 1.0 Introduction

A draft new planning scheme has been prepared for Carpentaria Shire in accordance with Planning Act requirements and the chief executive's section 18 notice.

The draft scheme was provided to the state for formal state interest review in February 2023, and on 7 August 2023, DSDILGP advised that it was satisfied the proposed planning scheme appropriately integrated the relevant state interests and that Council could proceed to public notification, without conditions. Public notification was subsequently held from 25 September to 4 November 2023.

This report documents Council's consideration of submissions received in accordance with step 10 of the section 18 notice. It also outlines the changes made to the draft and additional reporting requirements under step 14.

Council has requested (by resolution on 13 December 2023) that the minister agrees to the adoption and commencement of the planning scheme. This is on the basis that:

- the submission made has been appropriately dealt with;
- the changes to the scheme are not substantially different to the notified version;
- the planning scheme continues to reflect state and regional interests (noting there were no conditions imposed at step 6 of the process); and
- the planning scheme advances the purpose of the Planning Act and is consistent with section 16(1) of the Act and the regulated requirements.

The proposed planning scheme has been drafted as a clear and concise instrument that is suited to Carpentaria's planning and development context. The decision to replace the current planning scheme (which was commenced in 2008 and prepared under the Integrated Planning Act) was taken in recognition that the scheme is aging and does not reflect contemporary state, regional or local interests.

ROUGH PLAN

## 2.0 Consultation Report

### 2.1 Introduction

This section addresses the requirements of steps 9 and 10 on the section 18 notice, to document Council's consideration of all properly made submissions and how they have been responded to.

### 2.2 Consultation Process and Activities

Consistent with the previously submitted communication strategy, public notification of the draft planning scheme involved the following public activities:

- A notice was published in the Cairns Post on 23 September 2023.
- A notice and a copy of the draft planning scheme and risk assessment report was published and maintained on Council's website for the whole of the notification period.
- A notice and a copy of the draft planning scheme and risk assessment report were made available at each council office or the whole of the notification period.
- Information was published in Council's monthly newsletter and social media during the notification period.
- Summary information and fact sheets were prepared and made available.
- Community drop in sessions were held in both Normanton and Karumba in the last week of October 2023.

Throughout the process (both prior to and during formal notification) invitations for discussion about the draft planning scheme were extended to traditional owners and other stakeholder groups through council officers. Discussions were also held with Council's traditional owner liaison officers and other relevant council officers.

The engagement program was designed to be fit-for-purpose for Carpentaria Shire's small communities. The approach was simple and straightforward, inclusive, and reflective of the likely level of community interest in the proposed planning scheme.

### 2.3 Submissions Received

Only one submission was received. This was Council's own submission dealing with appropriate floor levels in Normanton and Karumba. It reflects the concerns of councillors (representing their constituents' interests) about the current reliability of flood data and the creation of unnecessary imposts and construction costs.

The submission was made cognisant that commitment has now been made to new flood modelling for both towns through QRA funding. That work is now underway and will be available to replace any interim defined flood level used in the draft planning scheme in the first half of 2024.

The contents of the submission are set out below in full:

*The draft scheme uses levels for both Normanton and Karumba that are understood to reflect the 1974 level. However, there is insufficient evidence to verify this level or to determine whether it represents a 1% AEP event or a larger (rarer) event. It represents a significant change from the currently required floor levels (8.8m versus 6m in Normanton and 4.5m versus ground level plus 200mm in Karumba).*

*Council has reconsidered the lack of reliable data relating to flood levels, its assessment of the community's risk tolerance and the potential costs for new housing. It is also cognisant of the recent commencement of flood modelling for Normanton and Karumba under agreement with the Queensland Reconstruction Authority, which should be completed in the first half of 2024. This new work will provide an evidence base for determining a defined flood level (and event)*



which will be ready for incorporation into the new planning scheme around the time of its commencement.

Council therefore proposes to reduce the interim levels to 6.3m AHD and 3.7m AHD in Normanton and Karumba respectively. These levels represent a less significant change from current levels and are reflective on the 2009 flood.

Little new development is expected in either towns prior to the new flood study becoming available. Any new development at these interim levels will not significantly change the overall risk profile or level of exposure for either community. Risks will be further minimised by the intention to incorporate evidence based levels once the new studies are complete.

In addition, Council intends to rely on these interim levels to establish a clearcut floor height requirement for the rural residential zone (which accommodates the newly released Lilyvale subdivision). This will minimise costs and confusion for new owners and certifiers.

## 2.4 Response to Submission

In response to this issues, the following change has been made to the definition of the defined flood level in the draft planning scheme.

Column 1 Administrative term	Column 2 Definition
<b>Defined flood level</b>	<p>means the level to which it is reasonably expected flood waters may rise (under Building Regulation 2021, section 8). In Carpentaria Shire the defined flood level is taken to be:</p> <p>(a) RL<del>6.38</del><b>6.3</b>m in Normanton, <del>Lilyvale (being land in the rural residential zone)</del>, and surrounds shown on maps OM7.3 and 7.4;</p> <p>(b) RL<del>3.7m</del><b>3.7</b><del>4.5</del> in Karumba and surrounds shown on map OM7.5, 7.6 and 7.7; and</p> <p>(c) elsewhere the level to which water would rise in a 1% AEP event.</p> <p><i>Editor's note – Where (c) applies, the 1% AEP event level will need to be determined by a site specific flood study. Such a study is to be prepared by the development proponent to a standard acceptable to Council.</i></p>

In the current absence of locally refined flood mapping, the flood overlay map continues to be based on the QRA level 1 flood plain mapping. However, the overlay maps for Normanton and Karumba indicate contours depicting the general extent of the defined flood level. These indicative contours that have been changed to reflect the new lower DFL.

This report will be published on Council's website and made available in Council offices. No additional advice to land owners is proposed at this stage. However, further advice will be undertaken once the refined flood modelling has been completed, as part of the required amendment process to incorporate modelled levels into the new planning scheme (this is intended to occur as soon as possible after the modelling is completed early in 2024). Council believes this will be the most effective means of informing the community without creating unnecessary confusion.

The submitter will be notified of the proposed response in accordance with step 11 of the section 18 notice.

ROUGH PLAN

### 3.0 Other Changes Made

Under step 12 of the section 18 notice, Council may make other changes to the proposed planning scheme to amend a drafting error or address new or changed planning circumstances.

In this regard, various editorial changes have been made, including the addition or clarification of (non-statutory) editor's notes alerting users to:

- the effect of the coastal hazard overlay in setting floor level requirements for dwellings; and
- the definition of essential community infrastructure in the State Planning Policy.

In addition, some minor editorial matters (predominantly formatting – page and line breaking and spacing) have also been attended to.

Overlay mapping has been updated where necessary to incorporate the most recent changes to data layers in the SPP-IMS.

None of these changes impact on state interest matters.

ROUGH PLAN

## 4.0 Whether the Change is Significantly Different

Steps 13 and 14 of the section 18 notice require consideration of whether the proposed change causes the draft planning scheme to be significantly different from the notified version. This section addresses the criteria under schedule 2 of the Minister’s Guidelines and Rules (MGR).

Schedule 2 Criteria	Consideration
<i>(2)....consideration must be given to the change in terms of its intent, extent and effect on both the land use outcomes as well as assessment requirements on individuals, and if the change has affected or altered any of the following—</i>	
<i>(a) a material planning issue, such as a policy position</i>	This change does not alter any fundamental or substantive policy positions. It continues to reflect an appropriate response to state interests in natural hazards. It reflects Council’s position on managing and mitigating tolerable flood risks.
<i>(b) a significant proportion of the area or landowners covered by the proposed planning instrument</i>	The change does not significantly or adversely affect any landowner.  In the absence of local refined mapping, the scheme adopts the state mapping layer for flood (the QRA level 1 flood plain mapping). This will not change. However, the overlay maps for the towns indicate contours depicting the general extent of the defined flood level. These contours have been changed to reflect the new lower DFL.  Given the relatively flat topography of both towns, the change slightly <u>reduces</u> the extent of area in which a floor level requirement may apply.
<i>(c) a matter which is of public interest</i>	All matters dealt with in the planning scheme are of public interest. In making this change, the councillors have been concerned with avoiding unnecessary impost and costs on people in the planning scheme’s interim response, ahead of the anticipated refined flood modelling for the towns.
<i>(d) levels of assessment</i>	The change does not affect levels of assessment. The DFL is given effect through the building assessment provisions for all relevant development (residential building classes and class 9 buildings).
<i>(e) the proposed instrument or proposed amendment, so that it is quite different to the version which was released for public consultation</i>	The proposed change does not make the draft planning scheme significantly different to the version publicly notified. It is a relatively small change which triggers the relevant building assessment provisions rather than changing anything in the scheme itself.
<i>(f) any other matter the local government considers relevant</i>	Council is anticipating new flood modelling for both towns will be complete in early 2024. It intends that this new data will be brought into the new planning scheme as soon as possible (most likely by way of a minor amendment adopted at the same time the new scheme commences).  As a result, the proposed change represents an interim measure which is likely to be superseded in short order.

ROUGH PLAN

Schedule 2 Criteria	Consideration
<p><i>3. If the local government makes a change to the proposed instrument or proposed amendment to include new or amended natural hazard mapping, the proposed instrument or proposed amendment is not significantly different if the local government advises each landowner who is affected by the new or amended natural hazard mapping about the meaning of the mapping and how to obtain further advice by—</i></p> <p><i>(a) sending a letter to each affected property owner when the number of affected owners is relatively low (for example, in the hundreds or less); or</i></p> <p><i>(b) sending a brochure to all property owners in the local government’s area when the number of affected owners is high (for example, in the thousands or more).</i></p>	<p>In the current absence of locally refined flood mapping, the flood overlay map continues to be based on the QRA level 1 flood plain mapping.</p> <p>However, the overlay maps for the towns indicate contours depicting the general extent of the defined flood level. It is these indicative contours that have been changed to reflect the new lower DFL.</p> <p>This report will be published on Council’s website and made available in Council offices. No additional advice is proposed at this stage. However, further advice will be issued once the refined flood modelling has been completed, as part of the required process to adopting those new levels into the new planning scheme.</p> <p>Council believes this will be the most effective means of informing the community without creating unnecessary confusion.</p>

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## 5.0 Other Matters for the Minister’s Consideration

This section addresses other matters to which the Minister will give consideration under step 15 of the section 18 notice.

The proposed planning scheme:

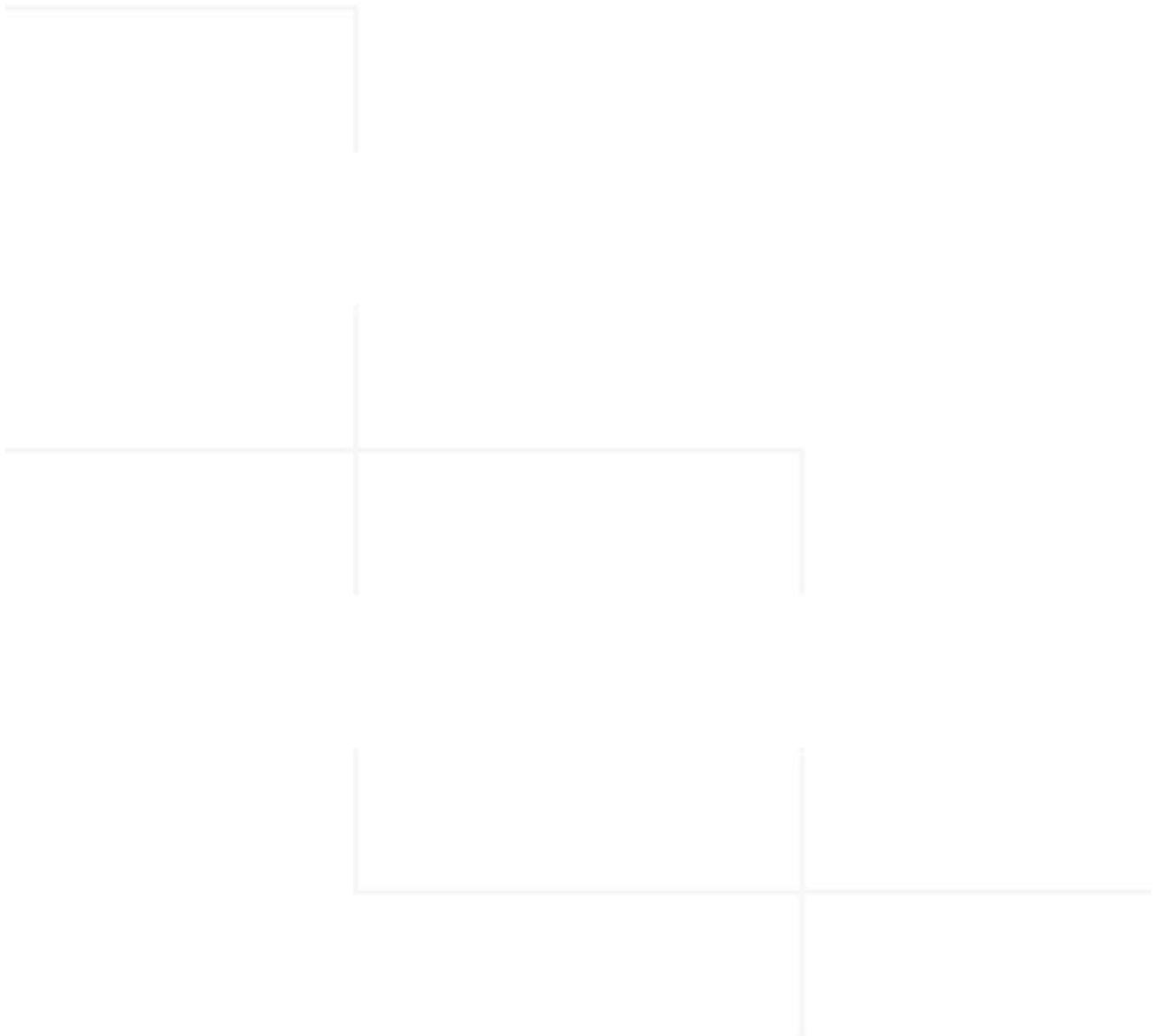
- continues to reflect state and regional interests; no conditions imposed at step 6 of the process and the proposed change does not diminish consistency with the SPP – it is intended to adopt a more practical response to mitigating tolerable flood risks;
- is consistent with the requirements of section 16(1) of the Act and with the regulated requirements; and
- advances the purpose of the Planning Act, by addressing all the matters set out in section (5) of the Act, balancing protection of natural values, economic development and community well-being, and establishing a basis for an efficient, effective, transparent, integrated, coordinated and accountable planning and development assessment system for Carpentaria Shire.

The proposed planning scheme has been drafted as a clear and concise instrument that provides a practical framework for Carpentaria’s planning and development context.

Relevant to section 25(1) of the Planning Act, the decision to replace the current planning scheme (which commenced in 2008 and was prepared under the Integrated Planning Act) was taken in recognition that the current scheme is aging and does not reflect contemporary state, regional or local interests. The proposed planning scheme will redress these issues.

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## Appendix A: Copy of the Section 18 Notice



# ROUGH PLAN

CARPENTARIA SHIRE PLANNING SCHEME 202~~4~~3  
~~DRAFT~~ VERSION 54  
~~JUNE-DECEMBER~~ 2023

ROUGH PLAN

## Version Control

Version	Date issued	Reviewed by	Revision type
V1	10.10. 2022	J Roughan	First draft issued to Carpentaria Shire Council for discussion and DSDILGP for informal review
V2	25.01.2023	J Roughan	Response to informal state comments and council review
V3	20.02.2023	J Roughan	Changes resolved by Carpentaria Shire Council for adoption for formal state interest review
V3.1	22.02.23	J. Roughan	Revision to names of traditional owners requested by CEO
V4	11.06.2023	J. Roughan	Revision to respond to formal State interest review comments
<u>V5</u>	<u>28.11.2023</u>	<u>J. Roughan</u>	<u>Revision following public notification</u>

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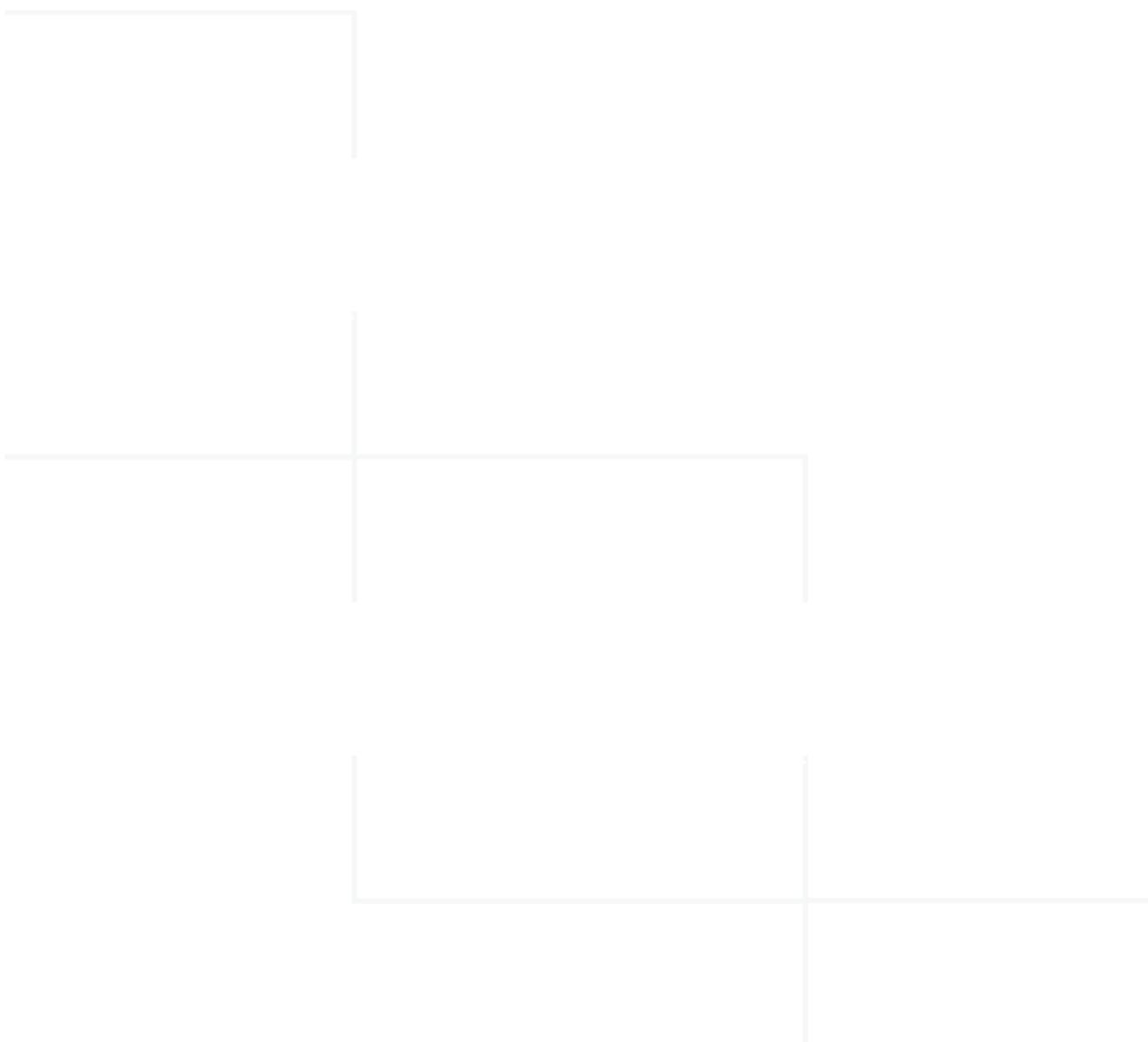
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## 1.0 Introduction and administrative matters

### 1.1 Acknowledgement of traditional owners

*Carpentaria Shire is the traditional country of the Gkuthaarn, Kukatj and Kurtijar people who have inhabited and cared for this ancient landscape for thousands of years. Carpentaria Shire Council acknowledges the connection of these nations to this land and the continuation of cultural, spiritual and educational practices of Aboriginal peoples.*

*Council will work with Traditional Owners to advance Aboriginal and Torres Strait Islander Interests in land use planning to value, protect and promote Aboriginal and Torres Strait Islander knowledge, culture and tradition.*

### 1.2 Application and commencement

- (1) This planning scheme was prepared under the Planning Act 2016 using the regulated requirements under the Planning Regulation 2017. It applies to the whole of the local government area of Carpentaria Shire other than strategic port land pursuant to section 287 of the Transport Infrastructure Act 1994.

**Editor's notes –**

- *The boundaries of the local government area to which this planning scheme applies are described by the maps referred to in the Local Government Regulation 2012.*
- *Strategic port land is located at Karumba.*

- (2) The planning scheme was adopted by notice in the Government Gazette No. <insert> on <insert date> and commenced on <insert date>.

**Editor's note –** *Amendments to the planning scheme may be made from time to time. When they occur copies of the amendments and superseded versions of the planning scheme will be made available on Carpentaria Shire Council's website at <https://www.carpentaria.qld.gov.au>.*

### 1.3 State planning instruments

#### 1.3.1 State planning policy

- (1) The Minister has agreed that all aspects of the State Planning Policy (July 2017 version) have been reflected in the planning scheme.
- (2) Accordingly, no aspects of the State Planning Policy (July 2017 version) will be relevant to the assessment of assessable development under sections 26 and 27 or 30 and 31 of the Planning Regulation 2017.

**Editor's note –** *Assessable development may need to be assessed against or have regard to any future versions of the State Planning Policy until all relevant aspects are incorporated into the planning scheme.*

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### 1.3.2 Regional plan

- (1) The Minister has agreed that this planning scheme appropriately reflects the non-statutory Gulf Regional Development Plan (2000).
- (2) Accordingly, no aspects of the Gulf Regional Development Plan (2000) will be relevant to the assessment of code assessable development under sections 26 and 27 of the Planning Regulation 2017. However, the assessment of impact assessable development must have regard to the regional plan in accordance with section 31 of the Planning Regulation 2017.

**Editor's note** – Assessable development may need to be assessed against or have regard to any future regional plan until all relevant aspects are incorporated into the planning scheme.

### 1.3.3 The regulated requirements

- (1) The regulated requirements under section 16 of the Planning Act and section 5 of the Planning Regulation 2017 are adopted in this planning scheme.

**Editor's note** – Under section 16 (3) of the Act, the contents of the regulated requirements prevail over this planning scheme to the extent of any inconsistency.

### 1.4 Local government infrastructure plan

- (1) This planning scheme does not contain a local government infrastructure plan. Accordingly, under section 111 of the Planning Act 2016, infrastructure charges will not be levied on new development.

### 1.5 Definitions and other interpretation matters

- (1) Definitions of terms used in this planning scheme are contained in schedule 1.
- (2) A reference in the planning scheme to any act includes any regulation or instrument made under it, and where amended or replaced, if the context permits, means the amended or replaced act.
- (3) A reference in the planning scheme to a specific resource document or standard, means the latest version of the resource document or standard.
- (4) A reference to the "Act" or the "Regulation" in this planning scheme means the Planning Act 2016 and the Planning Regulation 2017 respectively unless the context expressly means otherwise.
  - (a) Notes are identified by the title 'note' and are part of the planning scheme.

**Note** - This is an example of a note.
  - (b) Editor's notes and footnotes are extrinsic material in accordance with the Acts Interpretation Act 1954 and do not have the force of law.

**Editor's note** - This is an example of an editor's note.

- (c) Punctuation:
  - (i) a word followed by ';' or ', and' is taken to be 'and';
  - (ii) a word followed by '; or' means either option can apply.

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## 1.6 Roads, waterways and reclaimed land

- (1) The following applies to a waterway other than the Coleman River, road, closed road, or reclaimed land in the planning scheme area:
  - (a) if adjoined on both sides by land in the same zone—the road, closed road, waterway or reclaimed land is in the same zones as the adjoining land;
  - (b) if adjoined on one side by land in a zone and adjoined on the other side by land in another zone—the road, closed road, waterway or reclaimed land is in the same zone as the adjoining land when measured from a point equidistant from the adjoining boundaries;
  - (c) if the road, closed road, waterway or reclaimed land is adjoined on one side only by land in a zone—the entire waterway or reclaimed land is in the same zone as the adjoining land; and
  - (d) if the road, closed road, waterway or reclaimed land is covered by a zone then that zone applies.
- (2) The extent of the Coleman River that forms part of Carpentaria Shire is to be taken to be included in the rural zone.

## 1.7 Building work regulated under this planning scheme

- (1) For the purposes of section 7 of the Building Regulation 2021, land in a bushfire hazard category shown on the bushfire hazard overlay map OM4 (including medium, high and very high hazard and potential impact buffer categories) is the designated bushfire prone area.
- (2) For the purposes of section 8 of the Building Regulation 2021, the area covered by the flood hazard overlay map is the designated flood hazard area. Requirements for floor levels and other matters are set out in the building assessment provisions for building work in the flood hazard area. The defined flood level is the level described in schedule SC1.4.
- (3) For the purposes of section 8 of the Building Regulation 2021, a freeboard of 500mm is declared for vulnerable uses.

### **Editor's notes**

*There are no provisions in the building assessment provisions which cover the area subject to storm tide inundation. Instead, this assessment benchmark sets requirements for floor levels within this area.*

- (4) This planning scheme varies certain provisions of the Queensland Development Code MP1.1, MP1.2 and MP1.3 under section 6 of the Building Regulation 2021, section 33 of the Building Act 1975 and P10 of MP1.3. The variations are set out in the assessment benchmarks for the relevant zone.

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**Editor's notes -**

- *Except where allowed under the Building Act, the planning scheme may not*
  - *include a provision about building work, to the extent the building work is regulated under the building assessment provisions under the Planning Act 2016 section 8 (5);*  
*or*
  - *be inconsistent with the effect of building assessment provisions under the Planning Regulation 2017 section 17(b).*
- *The building assessment provisions are stated in Section 30 of the Building Act 1975 and are assessment benchmarks for the carrying out of building assessment work (see also Section 31 of the Building Act 1975).*
- *Refer to Schedule 9 of the Planning Regulation 2017 to determine assessable building work, the category of assessment and any referrals applying to the building work.*
- *An applicant may request preliminary approval for building work as part of an application for a material change of use. The decision on that development application can also be taken to be a referral agency's response under Section 56 of the Act for building work assessable against the Building Act 1975.*
- *A decision in relation to building work that is assessable development under the planning scheme should only be issued as a preliminary approval. See Section 83(b) of the Building Act 1975.*

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## 2.0 Strategic Framework

### 2.1 Overview

- (1) The strategic framework expresses the desired future state for Carpentaria Shire over the next 25 years and sets the policy directions which all other parts of the planning scheme are intended to implement.
- (2) For the purposes of section 16(1)(a) of the Act, the strategic outcomes for this planning scheme are set out under each theme heading.

#### EXTRINSIC MATERIAL

##### CARPENTARIA SHIRE CONTEXT AND VISION

Carpentaria Shire is the traditional country of the Gkuthaarn, Kukatj and Kurtijar people who have inhabited and cared for this ancient landscape for thousands of years. Today over 40% of Carpentaria's people identify as Indigenous.

The Shire covers an area of approximately 65,000 square kilometres on the crossroads of the Savannah Way, linking Cairns to Broome in Western Australia and the Matilda Way, stretching from Bourke, in New South Wales to the Gulf. Its landscapes range from inland plains to mangrove forests to deltas and salt pans along the coastal areas of the Gulf of Carpentaria.

Normanton is the region's administrative centre, while Karumba is a focus for port based commercial activity (exporting zinc, lead and live cattle) tourism and a strong fishing industry. Rural parts of the Shire support several large cattle stations and a range of other agricultural activities.

Normanton and Karumba were both established over 150 years ago and are home to most of the population of around 2000 people in 2021. The population is expected to remain relatively stable over the next 20-25 years.

##### *Carpentaria Shire Council's Vision*

*We are unique in Queensland. We are the only place where the 'Outback meets the Sea'. We are the only place in the Gulf where it is possible to drive on a bitumen road to a major port that has ready access to Asian markets.*

*We are the only place where tourists can experience both the Outback and the majesty of sunsets over the Gulf. It is a place where residents can still go down to the river after work and catch a fish. It is a place that our children can grow up still experiencing the safe lifestyle that we enjoyed in earlier generations while still accessing modern town facilities.*

*'Outback by the Sea – It's a great place to work, live and play.'*

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## 2.2 Strategic outcomes: Normanton and Karumba

### 2.2.1 Centres

- (1) Normanton and Karumba continue to function as Carpentaria Shire's service centres, with a concentration of government offices, commercial and community facilities and tourist accommodation and attractions.
- (2) The towns' main streets are contained within the centre zone and accommodate a mix of shops, offices, hotels, cafes and community and tourist services and facilities as well as housing and tourist accommodation. These activities are designed and managed to minimise impacts on nearby residential uses.
- (3) Centre zoned land retains a main street character, with buildings built to the street alignment along their primary frontage and providing awnings over footpaths. Car parking is generally located to the side or rear of buildings.

### 2.2.2 Residential areas

- (1) Residential areas (land included in the general residential zone) support a range of housing types and lot sizes, including dwelling houses, dual occupancies, multiple dwellings, retirement and residential care facilities and rooming accommodation to cater for all groups, including those on low to moderate incomes and including social housing.
- (2) Home-based businesses may occur throughout the towns at a scale and intensity which do not impact on residential amenity.
- (3) Short term accommodation, tourist parks as well as workforce accommodation and community support activities may also be established within the general residential zone. These are to be designed and managed to minimise impacts on neighbours.
- (4) Land is allocated for new housing in the rural residential zone at Lilyvale as well as in the general residential zone in Normanton and Karumba. These areas are to be subdivided when needed in a way that creates walkable new neighbourhoods.

### 2.2.3 Industry

- (1) Industrial development is to be consolidated within the industry zone and is to avoid or minimise impacts on nearby sensitive land uses and the natural environment.
- (2) Uses involving hazardous materials, chemicals, dangerous goods, combustibles or flammables are located, designed and managed to minimise risk to public health and safety.
- (3) Should there be a need for additional industrial land in Karumba, it is to be accommodated on land contiguous with zoned industry land, well separated from residential zoned land and able to be efficiently serviced with road access, water supply and sewerage.
- (4) Workforce accommodation may establish in the industry zone or on nearby land, provided it is able to be efficiently serviced with road access, water supply and sewerage and minimise impacts on nearby residential land.
- (5) Shops and offices (other than where ancillary to an industry), community activities, tourist accommodation and facilities are not to be established in the industrial zone.

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## 2.3 Strategic outcomes: rural areas

- (1) Carpentaria Shire's rural areas support a diverse agricultural base alongside thriving cattle stations. Animal husbandry, cropping and rural workers' accommodation may occur throughout the rural area.
- (2) Agricultural land classification class A and B and important agricultural areas are to be protected from encroachment by uses that may be adversely affected by impacts such as spray drift, noise, dust or odour associated with agricultural activities.
- (3) Natural resources including mineral, energy and extractive resources are to be protected from encroachment of uses that may be adversely affected by impacts of resource extraction or use or may otherwise preclude or diminish sustainable resource use. The safety of people and property is also to be protected from the impacts of existing or former extraction or mining activity.
- (4) Development does not compromise the stock route network shown on overlay map OM2 for the moving and agistment of livestock, or diminish its recreation, tourism, environmental, grazing and heritage values.
- (5) Some land that has been the subject of historic subdivision but is substantially affected by flooding and coastal hazards is retained in the rural zone. No dwelling houses or other non-rural development is to occur on these lots.
- (6) Land in the rural zone may accommodate activities such as tourism attractions and experiences together with associated tourist accommodation, tourist parks, intensive animal industries, intensive horticulture, aquaculture and rural industry, transport depots, extractive industry and renewable energy facilities, provided they:
  - (a) minimise impacts on nearby farming activities;
  - (b) maintain water quality;
  - (c) avoid or minimise impacts on values of environmental significance;
  - (d) are within the capacity of the road network on which they rely and maintain the safety of those roads; and
  - (e) are sufficiently separated from town areas and sensitive land uses.
- (7) Industrial uses are located in the industry zone rather than in rural areas, except where a rural industry, extractive industry, renewable energy facility or other use that requires a location remote from urban areas.

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## 2.4 Strategic outcomes: infrastructure

- (1) Development occurs in a way that ensures the safe, efficient and cost-effective provision and operation of infrastructure.
- (2) Rural residential development is provided with a reticulated water supply and requires an on-site sewage treatment systems sufficient for residential purposes.
- (3) Where utilised, on-site provision of water, wastewater and stormwater infrastructure is to ensure that public and environmental health, safety, water quality and amenity are maintained.
- (4) Development is to occur at a scale that is commensurate with the capacity of the road network and provides access in a manner that protects the safety and efficiency of the network.
- (5) Development is to be designed to mitigate noise and other impacts from State controlled road and rail corridors.
- (6) Development contributes to a connected footpath network that is safe, direct, accessible and convenient for all users.
- (7) Community infrastructure is well located and accessible. Wherever practical, these facilities are established in the centre zone or are co-located with existing community facilities to create hubs of activity and social interaction.
- (8) The safety, efficiency and operational integrity of the Normanton and Karumba airports are protected. Development is no to impede operational airspace or increase risk to public safety.
- (9) The safety, efficiency and functionality of strategic port land at Karumba and the Century mine slurry pipeline is to be protected. Development is not to impede port operations or increase risk to public safety and is to be designed to mitigate impacts from port operations.
- (10) Regional infrastructure sites and corridors identified on overlay map OM9, are protected from encroachment by development that would compromise the ability of the infrastructure to function safely, efficiently and effectively.

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## 2.5 Strategic outcomes: natural hazards

**Editor's note** - There are no identified landslide hazards in Carpentaria Shire.

### 2.5.1 Flood and storm tide hazard areas

- (1) New subdivision in the general residential, rural residential, centre or industrial zones in Normanton:
  - (a) does not occur in an area subject to storm tide hazard; and
  - (b) may only occur within flood hazard area where only where floor levels can be established at a height that provides protection from inundation events.
- (3) New subdivision in in the general residential, centre or industrial zones in Karumba may only occur within a storm tide or flood hazard area where floor levels can be established at a height that provides protection from inundation events.
- (4) Other new development on land that is subject to storm tide or flood hazard in either Normanton or Karumba is to occur in a way that is consistent with the intentions for the zone but protects the safety of people and the resilience of property to the greatest extent possible.
- (5) Urban or rural residential development does not occur outside relevantly zoned areas in either Normanton or Karumba.
- (6) Flood flow conveyance paths and flood storage volumes of the floodplain are maintained.

### 2.5.2 Erosion prone areas

- (1) In the erosion prone area that falls within the coastal management district, development does not occur unless the development cannot feasibly be located elsewhere and is:
  - (a) coastal-dependent development; or
  - (b) temporary, able to be abandoned or readily relocatable; or
  - (c) ~~(c)~~ essential community infrastructure; or
  - (d) minor redevelopment of an existing building or structure.
- (2) Land in an erosion prone area is not to be used for urban purposes, unless the land is located in an urban zone.
- (3) Development occurs in a way that maintains natural coastal processes, landforms and vegetation within the coastal management district, and minimises the need for coastal protection works.

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### 2.5.3 Bushfire hazard

**Editor's note** - *There are no mapped bushfire hazards in Karumba and surrounds.*

- (1) Development in a bushfire hazard area is to occur in a way that is consistent with the intentions for the zone but is designed to ensure the safety of people and the resilience of property to the greatest extent possible.

### 2.5.4 All natural hazard areas

- (1) Critical or vulnerable uses are not to be established in areas subject to hazards unless necessary to meet a significant community need and there is no alternative suitable location. Where they already exist, any change occurs in a way that maintains the safety of people and reduces service disruption to the greatest extent possible.
- (2) The storage of hazardous materials does not increase the risk to public safety or the environment in a natural hazard event.
- (3) Development does not worsen the severity of or exposure to the hazard either on the site or at other properties, including protected areas or areas of environmental significance.
- (4) Development does not impede effective and efficient disaster management response and recovery capabilities.
- (5) The function of vegetation and natural landforms in providing protection from natural hazards is maintained.
- (6) The cost to the public of measures to mitigate risks of natural hazards or respond to natural disasters is minimised.

## 2.6 Strategic outcomes: natural environmental

### 2.6.1 Wetlands and waterways

- (1) Carpentaria Shire contains seven major rivers systems - Mitchell, Norman, Staaten, Gilbert, Flinders, Leichardt and Coleman Rivers. It contains the largest continuous marine intertidal flat system in northern Australia which includes extensive mangroves, saltmarsh and coastal wetlands. All development is to occur in a way that protects the water quality, natural hydrology and ecological values and processes of these wetlands and waterways.
- (2) Development with the potential to disturb acid sulfate soils, raise groundwater levels or increase salinity of the water table is located, designed and managed to ensure these impacts do not occur
- (3) Development is not to involve the creation of non-tidal artificial waterways or the reclamation of land under tidal water other than for the purposes of coastal dependant development, public marine development or essential community infrastructure and there is no reasonable alternative.
- (4) Development is not to impede the public's use of, and access to, the foreshore or significantly impact on coastal landscape character.

### 2.6.2 Other matters of environmental significance

- (1) Carpentaria Shire includes land that is in the protected area estate, declared fish habitat areas and the Gulf Country strategic environmental areas. Development within or near these areas, is not to diminish their biodiversity or habitat values or ecological or hydrological processes.
- (2) Ecological corridors connect habitat areas and accommodate species movement and migration. Development ensures the ecological function and viability of corridors through the landscape are maintained.
- (3) Development avoids impacts on matters of environmental significance, or where development that is envisaged under the relevant zone is not able to avoid impacts, impacts are minimised and mitigated.

#### **Editor's notes -**

- *Land in the protected area estate includes the Mutton Hole Wetlands Conservation Park, Staaten River National Park, Errk Oykangand National Park, Olkola National Park, Rutland Plains Nature Refuge, Dinah Island Nature Refuge, Finucane Island National Park.*
- *Declared fish habitat areas include the Morning Inlet – Bynoe River, Staaten-Gilbert and Nassau River fish habitat areas.*
- *Gulf Country strategic environmental areas are designated under the Regional Planning Interests Regulation 2014*

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## 2.7 Strategic outcomes: cultural heritage

- (1) Features, places and landscapes of indigenous cultural heritage significance are recognised and protected.
- (2) The significant historical or cultural values of heritage places are not compromised, diminished or obscured by development on or near the place.
- (3) Heritage places are adaptively reused in a manner that is compatible with the heritage values of the place.

### **Editor's notes**

- *Aboriginal and Torres Strait Islander cultural heritage is protected under the Aboriginal Cultural Heritage Act 2003 and Torres Strait Islander Cultural Heritage Act 2003. These acts require anyone who carries out a land use or activity to exercise a duty of care, which means all reasonable and practicable measures must be taken to ensure Aboriginal or Torres Strait Islander cultural heritage is not harmed.*
- *State heritage places are regulated under the Queensland Heritage Act 1992.*

## 3.0 Tables of Assessment

### 3.1 Reading the tables of assessment

#### 3.1.1 Assessable development

- (1) The tables of assessment identify whether an application and development permit are needed for development to occur (that is, whether development is assessable).
- (2) If development is assessable, the tables also identify which assessment benchmarks the development will be assessed against.
- (3) There are two categories of assessment for assessable development: code assessment and impact assessment. The tables identify which of these applies.

#### 3.1.2 Accepted development

- (1) The tables of assessment identify accepted development which does not require an application or development approval. However, in some instances development may only qualify as accepted development if certain requirements are met. The tables identify whether such requirements apply.
- (2) If accepted development does not comply with any of the identified requirements, it will become code assessable unless otherwise stated in the table of assessment.

#### 3.1.3 Determining the categories of development or assessment

- (1) Development may involve one or a combination of development types: material change of use, building work, reconfiguring a lot or operational work.
- (2) To determine whether a proposal requires assessment or is accepted development:
  - (i) refer to the Act's definition of development;
  - (ii) if the proposal is a material change of use, refer to the use definitions in schedule 1;
  - (iii) determine the zone or zones the land is included in by reference to the planning scheme maps in schedule 2;
  - (iv) refer to the tables of assessment in section 3.2 relevant to the zone and the type of development proposed;
  - (v) determine if an overlay applies to the land by reference to the planning scheme maps in schedule 2; and
  - (vi) refer to the tables in section 3.2 relevant to the overlays that apply to determine if the overlay varies the category of development or assessment.

- (3) Whether or not there is a change to the category of development or assessment, the overlay tables of assessment will identify if additional assessment benchmarks (or requirements for accepted development) may apply.

**Note:** Overlays will only elevate the category of development and assessment. For example, if a development is impact assessable under a zone table of assessment and is listed as code assessable in an overlay table of assessment, the higher level of assessment applies and the additional assessment benchmarks identified in the overlay table of assessment will also apply to the development.

- (4) A zone or overlay is applicable to the extent that any aspect or feature of the development is located within the mapped area of the zone or overlay.

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- (54) Where different categories of development or assessment apply to a development proposal, the highest category applies.
- (65) To remove any doubt, the hierarchy of categories of development and assessment (from lowest to highest) is:
  - (a) accepted development that is not subject to any particular requirements;
  - (b) accepted development that is subject to particular requirements;
  - (c) code assessment;
  - (d) impact assessment.

#### 3.1.4 Development categorised by the State Government

- (1) Some development is categorised by the State Government. This includes:
  - (a) Development that a planning scheme cannot make assessable development. Where any relevant criteria for this development set by the State is not met, this planning scheme may categorise these forms of development as set out in the assessment tables in this section.

**Editor's note** - Development that cannot be made assessable (and any associated circumstances or requirements) are identified in schedule 6 of the Planning Regulation 2017.

- (b) Development that is accepted development for the State's purposes. Some development categorised as accepted development by the State may still be categorised as assessable under this planning scheme.

**Editor's note** - Schedule 7 of the Planning Regulation 2017 identifies development that the state categorises as accepted development.

- (c) Development that is categorised as assessable under the Planning Regulation 2017. This development may also be categorised under this planning scheme.

**Editor's note** - Schedules 8, 9, 10 and 12 of the Planning Regulation 2017 identify development made assessable by the State and the associated assessment benchmarks, assessment managers and referral agencies.

- (d) Development that is prohibited. This planning scheme cannot categorise this development as accepted or assessable.

**Editor's note** - Schedule 10 of the Planning Regulation 2017 identifies prohibited development.

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### 3.2 Tables of assessment for material change of use in zones

#### 3.2.1 Table of assessment for material change of use in the general residential zone

Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Accepted development</b>		
Dwelling house Dual occupancy Park	<b>Accepted</b>	No requirements apply.
	<p><b><u>Editor's Notes</u></b></p> <ul style="list-style-type: none"> <li>• <u>This planning scheme varies Queensland Development Code (QDC) MP1.1 &amp; MP1.2 for dwelling houses and MP1.3 for dual occupancies in the general residential zone. These variations are identified in the assessment benchmarks for the rural residential zone (section 4.2.1.4).</u></li> <li>• <u>The coastal hazard overlay assessment benchmark in this planning scheme establishes floor level requirements within areas subject to storm tide inundation (see assessment table for coastal hazard overlay). However, the building assessment provisions set requirements for floor levels and other matters in the flood hazard area.</u></li> </ul>	
Utility installation	<b>Accepted</b> if undertaken by Carpentaria Shire Council	No requirements apply.
	<p><b><i>Editor's note</i></b> - Advice regarding safety planning for hazardous chemicals should be sought from the Office of Industrial Relations Major Hazard Facilities Unit</p>	
Home-based business	<b>Accepted development subject to requirements</b>	Requirements identified in the assessment benchmarks for the general residential zone
<b>Assessable development – code assessment</b>		
Child care centre Community care centre Community use Dwelling unit Educational establishment Multiple dwelling Relocatable home park Residential care facility Retirement facility Short term accommodation	<b>Code assessable</b>	All code assessable development: <ul style="list-style-type: none"> <li>• assessment benchmarks for the general residential zone</li> <li>• General development assessment benchmarks</li> </ul>

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
Telecommunications facility Tourist park		
Emergency services Major electricity infrastructure Substation	<b>Code assessable</b> if undertaken by a public sector entity	
Utility installation	<b>Code assessable</b> if undertaken by a public sector entity other than Carpentaria Shire Council	
Community residence Rooming accommodation	<b>Code assessable</b> if not meeting the description or criteria in the Planning Regulation 2017, schedule 6	
<p><i><b>Editor's note</b> - The Planning Regulation 2017, schedule 6 makes community residences and rooming accommodation accepted development in a residential zone provided certain criteria are met. Code assessment is only required under this table if those criteria are not met.</i></p>		
<b>Assessable development – impact assessable</b>		
Any use not listed or not meeting the description in this table Any use not listed in this table	The planning scheme	

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3.2.2 Table of assessment for material change of use in the rural residential zone

Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Accepted development</b>		
Dwelling house Park	<b>Accepted</b>	No requirements apply.
	<p><b>Editor's Notes</b></p> <ul style="list-style-type: none"> <li>This planning scheme varies QDC MP1.2 for dwelling houses in the rural residential zone. These variations are identified in the assessment benchmarks for the rural residential zone (section 4.2.2.4).</li> <li><u>The coastal hazard overlay assessment benchmark in this planning scheme establishes floor level requirements within areas subject to storm tide inundation (see assessment table for coastal hazard overlay). However, the building assessment provisions set requirements for floor levels and other matters in the flood hazard area.</u></li> </ul>	
Utility installation	<b>Accepted</b> if undertaken by Carpentaria Shire Council	No requirements apply.
Animal husbandry Cropping Home-based business Roadside stall	<b>Accepted development subject to requirements</b>	Requirements identified in the assessment benchmarks for the rural development zone
Animal keeping	<b>Accepted development subject to requirements</b> if not a cattery or kennel	Requirements identified in the assessment benchmarks for the rural development zone
<b>Assessable development – code assessment</b>		
Animal keeping	<b>Code assessable</b> if a cattery or kennel	All code assessable development: <ul style="list-style-type: none"> <li>assessment benchmarks for the rural residential zone</li> <li>General development assessment benchmarks</li> </ul>
Community care centre Community use Dual occupancy Telecommunications facility	<b>Code assessable</b>	
Emergency services Major electricity infrastructure Substation	<b>Code assessable</b> if undertaken by public sector entity	
Utility installation	<b>Code assessable</b> if undertaken by a public sector entity other than Carpentaria Shire Council	

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
Short term accommodation	<b>Code assessable</b> if in the form of bed and breakfast or homestay accommodation catering for a maximum of 6 guests	
Community residence	<b>Code assessable</b> if not meeting the criteria in the Planning Regulation 2017, schedule 6, section 6 (1)	
<b>Impact assessment</b>		
Any use not listed or not meeting the description in this table Any use not listed in this table	The planning scheme	

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3.2.3 Table of assessment for material change of use in the centre zone

Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Accepted development</b>		
Dwelling house Dual occupancy Park	<b>Accepted</b>  <i>Editor's notes</i> <ul style="list-style-type: none"> <li>This planning scheme varies <u>Queensland Development Code (QDC) MP1.1, MP1.2 and MP1.3 for dwelling houses and dual occupancies in the centre zone. These variations are identified in the assessment benchmarks for the centre zone (section 4.2.3.4).</u></li> <li><u>The coastal hazard overlay assessment benchmark in this planning scheme establishes floor level requirements within areas subject to storm tide inundation (see assessment table for coastal hazard overlay). However, the building assessment provisions set requirements for floor levels and other matters in the flood hazard area.</u></li> </ul>	No requirements apply.
Utility installation	<b>Accepted</b> if undertaken by Carpentaria Shire Council	No requirements apply.
Home-based business	<b>Accepted development subject to requirements</b>	Requirements identified in the assessment benchmarks for the centre zone
Adult store Agricultural supplies store Bar Caretakers' accommodation Childcare centre Club Community care centre Community use Dwelling unit Educational establishment Emergency services Food and drink outlet Function facility Funeral parlour Garden centre Hardware and trade supplies Health care facility Hospital Hotel	<b>Accepted development subject to requirements</b> if <ul style="list-style-type: none"> <li>(a) changing from an existing listed use to a new listed use or adding a new listed use to an existing listed use; and</li> <li>(b) involving no building work or only minor building work</li> </ul>	Requirements identified in the assessment benchmarks for the centre zone

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
Indoor sport and recreation Market Multiple dwelling Office Outdoor sales Place of worship Rooming accommodation Retirement facility Residential care facility Sales office Service industry Shop Shopping centre Short term accommodation Showroom Theatre Veterinary service Workforce accommodation		
<b>Assessable development - code assessable</b>		
Adult store Agricultural supplies store Bar Caretakers' accommodation Childcare centre Club Community care centre Community use Dwelling unit Educational establishment Emergency services Food and drink outlet Function facility Funeral parlour Garden centre Hardware and trade supplies Health care facility	<b>Code assessable</b> if not meeting the circumstances to be accepted development subject to requirements above	All code assessable development: <ul style="list-style-type: none"> <li>assessment benchmarks for the centre zone</li> <li>General development assessment benchmarks</li> </ul>

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
Hospital Hotel Indoor sport and recreation Market Multiple dwelling Office Outdoor sales Place of worship Rooming accommodation Retirement facility Residential care facility Sales office Service industry Shop Shopping centre Short term accommodation Showroom Theatre Veterinary service Workforce accommodation		
Nightclub entertainment facility Service station Telecommunications facility	<b>Code assessable</b>	All code assessable development: <ul style="list-style-type: none"> <li>assessment benchmarks for the centre zone</li> <li>general development assessment benchmarks</li> </ul>
Warehouse	<b>Code assessable</b> if a self-storage facility	
Major electricity infrastructure Substation Parking station	<b>Code assessable</b> if undertaken by public sector entity	
Utility installation	<b>Code assessable</b> if undertaken by a public sector entity other than Carpentaria Shire Council	
Community residence	<b>Code assessable</b> if not meeting the criteria in the	

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
	Planning Regulation 2017, schedule 6, section 6 (1)	
<b>Assessable development - impact assessable</b>		
Any use not listed or not meeting the description in this table Any use not listed in this table	The planning scheme	

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3.2.4 Table of assessment for material change of use in the industry zone

Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Accepted development</b>		
Caretaker's accommodation Park	<b>Accepted</b>	No requirements apply.
Emergency services Major electricity infrastructure Substation Telecommunications facility	<b>Accepted</b> if undertaken by a public sector entity	No requirements apply.
Cemetery Utility installation	<b>Accepted</b> if undertaken by Carpentaria Shire Council	No requirements apply.
Landing	<b>Accepted</b>	No planning scheme requirements apply
<p><i>Editor's note— Prescribed tidal works are regulated under the Prescribed Tidal Works Code contained in Schedule 3 of the Coastal Protection and Management Regulation 2017.</i></p>		
Agricultural supplies store Bulk landscape supplies Car wash Garden centre Hardware and trade supplies Low impact industry Marine industry Medium impact industry Outdoor sales Port service Research and technology industry Sales office Service industry Warehouse Wholesale nursery Winery	<b>Accepted subject to requirements</b> if in an existing building and involving no building work or only minor building work	Requirements identified in the assessment benchmarks for the industry zone
<b>Assessable development - code assessment</b>		
Agricultural supplies store	<b>Code assessable</b> if not meeting the circumstances to	

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
Bulk landscape supplies Car wash Garden centre Hardware and trade supplies Low impact industry Marine industry Medium impact industry Outdoor sales Port service Research and technology industry Sales office Service industry Warehouse Wholesale nursery Winery	be accepted development subject to requirements above	All code assessable development: <ul style="list-style-type: none"> <li>assessment benchmarks for the industry zone</li> <li>general development assessment benchmarks</li> </ul>
Animal keeping Aquaculture Air service Crematorium Funeral parlour Indoor sport and recreation Intensive horticulture High impact industry Renewable energy facility Service station Transport depot Workforce accommodation	<b>Code assessable</b>	
Emergency services Major electricity infrastructure Substation Telecommunications facility	<b>Code assessable</b> if not undertaken by a public sector entity	
Utility installation	<b>Code assessable</b> if not undertaken by Carpentaria Shire Council	

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
Educational establishment	<b>Code assessable</b> if associated with trade related training	
<b>Assessable development - impact assessment</b>		
Any use not listed or not meeting the description in this table Any use not listed in this table	The planning scheme	

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3.2.5 Table of assessment for material change of use in the community facilities zone

Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Accepted development</b>		
Landing	<b>Accepted</b>	No planning scheme requirements apply
<p><i>Editor's note</i>— Prescribed tidal works are regulated under the Prescribed Tidal Works Code contained in Schedule 3 of the Coastal Protection and Management Regulation 2017.</p>		
Dwelling house Park	<b>Accepted</b>	No requirements apply
<p><i>Editor's notes</i></p> <ul style="list-style-type: none"> <li>This planning scheme varies <del>Queensland Development Code (QDC) MP1.1 and MP1.2</del> for dwelling houses in the community facilities zone. These variations are identified in the assessment benchmarks for the community facilities zone (section 4.2.5.4).</li> <li><u>The coastal hazard overlay assessment benchmark in this planning scheme establishes floor level requirements within areas subject to storm tide inundation (see assessment table for coastal hazard overlay). However, the building assessment provisions set requirements for floor levels and other matters in the flood hazard area.</u></li> </ul>		
Cemetery Utility installation Parking station	<b>Accepted</b> If undertaken by Carpentaria Shire Council	No requirements apply
Home-based business	<b>Accepted development subject to requirements</b>	Requirements identified in the assessment benchmarks for the community facilities zone
Caretakers' accommodation Child care centre Club Community care centre Community use Dwelling unit Emergency services Health care facility Theatre	<b>Accepted development subject to requirements</b> if involving no building work or only minor building work.	Requirements identified in the assessment benchmarks for the community facilities zone
Indoor sport and recreation Outdoor sport and recreation	<b>Accepted development subject to requirements if:</b> (a) on the site of an existing sport and recreation	Requirements identified in the assessment benchmarks for the community facilities zone

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
	facility as noted on the zoning maps; and (b) involving no building work or only minor building work.	
<b>Assessable development - code assessable</b>		
Caretakers accommodation Child care centre Club Community care centre Community use Dwelling unit Emergency services Funeral parlour Health care facility Indoor sport and recreation Outdoor sport and recreation Theatre	<b>Code assessable</b> if not meeting the circumstances to be accepted development subject to requirements above	All code assessable development: <ul style="list-style-type: none"> <li>• assessment benchmarks for the community facilities zone</li> <li>• general development assessment benchmarks</li> </ul>
Air service Crematorium Dual occupancy Educational establishment Food and drink outlet Function facility Hospital Market Multiple dwelling Office Place of worship Roadside stall Rooming accommodation Retirement facility Residential care facility Service industry Shop Telecommunications facility	<b>Code assessable</b>	

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
Short term accommodation Tourist attraction	<b>Code assessable</b> if directly associated with and subordinate to the purpose of land indicated on the zoning maps.	
Community residence	<b>Code assessable</b> if not meeting the criteria in the Planning Regulation 2017, schedule 6, section 6 (1)	
<p><i><b>Editor's note</b> - The Planning Regulation 2017, schedule 6 makes community residences accepted development in the community facilities zone provided certain criteria are met.</i></p>		
Utility installation Parking station	<b>Code assessable</b> if not undertaken by Carpentaria Shire Council	
Major electricity infrastructure Substation	<b>Code assessable if:</b> (a) the proposed electricity infrastructure is not closer than 100m to land in the general residential zone; and (b) undertaken by a public sector entity.	
<b>Assessable development - impact assessment</b>		
Any use not listed or not meeting the description in this table Any use not listed in this table	The planning scheme	

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3.2.6 Table of assessment for material change of use in the rural zone

Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Accepted development</b>		
Animal husbandry Aquaculture Caretaker’s accommodation Home-based business Outstation Park Permanent plantation	<b>Accepted</b>	No requirements apply
Landing	<b>Accepted</b>	No planning scheme requirements apply
<p><i>Editor’s note— Prescribed tidal works are regulated under the Prescribed Tidal Works Code contained in Schedule 3 of the Coastal Protection and Management Regulation 2017.</i></p>		
Cropping	<b>Accepted</b> if not involving forestry for wood production	No requirements apply
Animal keeping	<b>Accepted</b> if not a cattery or kennel	No requirements apply
Dwelling house	<b>Accepted</b> if on a lot of 5000m <sup>2</sup> or more	No requirements apply
<p><b>Editor’s notes</b></p> <ul style="list-style-type: none"> <li>This planning scheme varies QDC MP1.2 for dwelling houses in the rural zone. These variations are identified in the assessment benchmarks for the rural zone (section 4.2.6.4).</li> <li>The coastal hazard overlay <u>assessment benchmark in this planning scheme</u> establishes <u>floor level</u> requirements <u>for floor levels of dwellings</u> within areas subject to storm tide inundation (<u>see assessment table for coastal hazard overlay</u>). However, the building assessment provisions set <u>Requirements for floor levels and other matters are set out in the building assessment provisions for dwellings in the flood hazard area.</u></li> </ul>		
Cemetery Utility installation Transport depot	<b>Accepted</b> if undertaken by Carpentaria Shire Council	No requirements apply
Roadside stall Rural workers’ accommodation	<b>Accepted development subject to requirements</b>	Requirements identified in the assessment benchmarks for the rural zone

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Assessable development - code assessable</b>		
Animal keeping	<b>Code assessable</b> if a cattery or kennel	All code assessable development: <ul style="list-style-type: none"> <li>assessment benchmarks for the rural zone</li> <li>general development assessment benchmarks</li> </ul>
Air service Agricultural supplies store Bulk landscape supplies Community care centre Community use Educational establishment Emergency services Environment facility Extractive industry Intensive animal industry Intensive horticulture Major electricity infrastructure Nature-based tourism Outdoor sport and recreation Renewable energy facility Rural industry Substation Telecommunications facility Tourist park Tourist attraction Transport depot Veterinary service Wholesale nursery Winery Workforce accommodation	<b>Code assessable</b>	
Utility installation	<b>Code assessable</b> if undertaken by a public sector entity other than Carpentaria Shire Council	All code assessable development: <ul style="list-style-type: none"> <li>assessment benchmarks for the rural zone</li> <li>general development assessment benchmarks</li> </ul>
Cropping that involves forestry for wood production	<b>Code assessable</b> if not complying with the criteria in	

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Uses	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
	schedule 13 of the Planning Regulation	
Community residence	<b>Code assessable</b> if not meeting the criteria in the Planning Regulation 2017, schedule 6, section 6 (1)	
Dwelling house	<b>Code assessable</b> if on a lot less than 5000m <sup>2</sup>	
<b>Assessable development - impact assessment</b>		
Any use not listed or not meeting the description in this table	Any use not listed in this table	The planning scheme

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### 3.3 Tables of assessment for other development

#### 3.3.1 Reconfiguring a lot

Development	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
Reconfiguring a lot	<b>Code assessable</b>	Assessment benchmarks for the relevant zone Reconfiguring a lot assessment benchmarks General development assessment benchmarks
<b>Impact assessment</b>		
Any reconfiguration not listed or not meeting the description in this table		The planning scheme

**Editor's notes-**

- *Some reconfiguration is accepted under the Planning Regulation 2017 schedule 6 part 4, section 22, including amalgamation of lots.*
- *The assessment benchmarks in the Planning Regulation 2017 schedule 12 apply in the industry zone or general residential zone for the subdivision of one into two lots that are at least the minimum lot size.*
- *The assessment benchmarks in the Planning Regulation 2017 schedule 12A apply in the general residential zone for the creation of two or more lots.*

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### 3.3.2 Operational work or building work

**Note** – This planning scheme does not make assessable any operational work listed as accepted development in schedule 7 of the Planning Regulation 2017.

Development	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Assessment benchmarks for work made assessable under the Planning Regulation 2017</b>		
Operational work for reconfiguring a lot code	<b>Note:</b> Schedule 10, part 12 of the Planning Regulation makes operational work for reconfiguring a lot <b>code assessable</b> if the reconfiguration itself is assessable. This table identifies the assessment benchmarks in this planning scheme which will apply to work made assessable under schedule 10 of the Planning Regulation.	Assessment benchmarks for the relevant zone Reconfiguring a lot assessment benchmarks General development assessment benchmarks
<b>Work made assessable under this planning scheme</b>		
Work (whether operational or building work) being earthworks or <b>forming</b> retaining walls  <div style="border: 1px solid black; padding: 5px; width: fit-content;"><i>Editor's note – The assessment tables for various overlays may also make earthworks assessable.</i></div>	<b>Code assessable</b> if: (a) in the rural zone and: (i) there will be a change of more than 2m in the level of any part of the site; or (ii) the work involves cutting or filling more than 100m <sup>3</sup> . Or (b) if in any other zone and: (i) the work is not for a swimming pool; and (ii) the work involves: a. a change of more than 1m in the level of any part of the site; or b. cutting or filling more than 50m <sup>3</sup> .	Assessment benchmarks for the relevant zone General development assessment benchmarks
Operational work being connections, extensions or upgrades of water, sewer or stormwater systems	<b>Code assessable</b>	Assessment benchmarks for the relevant zone General development assessment benchmarks

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Development	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Note</b> – To remove any doubt, this planning scheme does not make assessable any work regulated under the Plumbing and Drainage Act.		

**Editor's note** – Under the Planning Act 2016 section 44 (6) (a), development that is not listed in this table is accepted development, unless made assessable under the Planning Regulation 2017 or other relevant planning instrument.

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### 3.4 Table of assessment for overlays

**Note** – The table of assessment for overlays deals with those overlays which change categories of development or assessment from those set out in section 3.2 and 3.3 or within which additional assessment benchmarks may apply to assessable development.

To remove any doubt, there are no changes to categories of development or assessment and no additional assessment benchmarks associated with those overlays which are not listed. These include the agricultural land, regional infrastructure and road hierarchy overlays.

Development	Category of development and category of assessment	Assessment benchmarks and requirements for accepted development
<b>Acid sulfate soils overlay</b>		
Earthworks being: (a) excavating or otherwise removing 100m <sup>3</sup> or more of soil or sediment on land below 5m AHD; (b) filling of land involving 500m <sup>3</sup> or more of material with an average depth of 0.5m or greater on land below 5m AHD; or (c) Excavating or otherwise removing 100m <sup>3</sup> or more of soil or sediment at or below 5m AHD on land between 5m and 20m AHD.	<b>Code assessable</b>	General development assessment benchmarks
<b>Airport overlay</b>		
Telecommunications facility	<b>Code assessable</b>	Assessment benchmarks for the airport overlay
All assessable development	No change to the category of assessment established in another assessment table	Assessment benchmarks for the airport overlay
<b>Bushfire hazard overlay</b>		
Material change of use for: <ul style="list-style-type: none"> <li>• Emergency Services</li> <li>• Major electricity infrastructure</li> <li>• Substation</li> </ul>	<b>Code assessable</b>	Assessment benchmarks for the bushfire hazard overlay

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• Telecommunications facility		
All assessable development	No change to the category of assessment established in another assessment table	Assessment benchmarks for the bushfire hazard overlay
<b>Coastal hazard overlay</b>		
Material change of use or building work for: <ul style="list-style-type: none"> <li>• Caretaker's accommodation</li> <li>• Dual occupancy</li> <li>• Dwelling house</li> </ul>	<b>Accepted subject to requirements</b>	Requirements identified in the assessment benchmarks for the coastal hazard and flood hazard overlays
All assessable development	No change to the category of assessment established in another assessment table	Assessment benchmarks for the coastal hazard and flood hazard overlays
<b>Flood hazard overlay</b>		
All assessable development	No change to the category of assessment established in another assessment table	Assessment benchmarks for the coastal hazard and flood hazard overlays
<b>Environmental significance overlay</b>		
All assessable development	No change to the category of assessment established in another assessment table	Assessment benchmarks for the environmental significance overlay
<b>Heritage overlay</b>		
<p><b>Note</b> - Schedule 10, part 8 of the Planning Regulation makes development on a state listed heritage place code assessable and assessable against the relevant state development and assessment provisions. Accordingly, this planning scheme does not further regulate these places.</p>		
Building work involving demolition, partial demolition, removal or raising of a local heritage place	<b>Impact assessable</b>	The planning scheme
All other development on a local heritage place	<p><b>Note</b> - Schedule 10, part 8 of the Planning Regulation makes development on a local heritage place <b>code assessable</b> unless a local categorising instrument makes it impact assessable. Accordingly, all other development on a local heritage place not mentioned in this table is code assessable.</p>	Assessment benchmarks for the heritage overlay

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## 4.0 Assessment benchmarks

### 4.1 Preliminary

#### 4.1.1 List of assessment benchmarks

- (1) Zone assessment benchmarks, which are contained in section 4.2, include:
  - (a) assessment benchmarks for the general residential zone;
  - (b) assessment benchmarks for the rural residential zone;
  - (c) assessment benchmarks for the centre zone;
  - (d) assessment benchmarks for the industry zone;
  - (e) assessment benchmarks for the community facility zone; and
  - (f) assessment benchmarks for the rural zone.
- (2) Overlay assessment benchmarks, which are contained in section 4.3, include:
  - (a) assessment benchmarks for the airport overlay;
  - (b) assessment benchmarks for the bushfire hazard overlay;
  - (c) assessment benchmarks for the coastal hazard and flood hazard overlays;
  - (d) assessment benchmarks for the environmental significance overlay; and
  - (e) assessment benchmarks for the heritage overlay.
- (3) There are no overlay assessment benchmarks for the following overlays. Requirements relevant to these features are included in the relevant zone or other development assessment benchmarks:
  - (b) acid sulfate soils overlay;
  - (c) agricultural land overlay; and
  - (d) regional infrastructure overlay.
- (4) Other development assessment benchmarks, which are contained in section 4.4, include:
  - (a) general development assessment benchmarks; and
  - (b) reconfiguring a lot assessment benchmarks.

**Editor's note** – Refer to the tables of assessment in section 3 to determine which assessment benchmarks apply to a development proposal. Where development is impact assessable, the whole of the planning scheme will apply.

#### 4.1.2 Complying with the assessment benchmarks

- (1) The assessment benchmarks for zones, overlays and other development consist of a purpose statement and a set of specific assessment benchmarks.
- (2) To comply with the assessment benchmarks, development must comply with both the purpose and the specific assessment benchmarks.

**Editor's note** - Discretion is available under the Planning Act decision rules for code and impact assessment (refer sections 45 and 60) to approve development that does not comply with the relevant benchmarks. In applying this discretion, Council may consider whether non-compliance is warranted in the particular circumstances of the site and development proposal, whether an alternative may produce a better outcome and whether there would be any increase in the impacts of the development.

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## 4.2 Assessment benchmarks for zones

### 4.2.1 Assessment benchmarks for the general residential zone

#### 4.2.1.1 Purpose of the zone

##### 4.2.1.1.1 Purpose statement from the regulated requirements

- (1) The purpose of the general residential zone is to provide for—
  - (a) residential uses; and
  - (b) community uses, and small-scale services, facilities and infrastructure, to support local residents.

**Editor's note** – This purpose statement is required to be used for the zone under the regulated requirements set out in the Planning Regulation 2017.

##### 4.2.1.1.2 Carpentaria Shire purpose statement

- (1) The general residential zone applies to residential areas in the towns of Normanton and Karumba. It is intended to accommodate a mix of housing and a limited range of community support uses.
- (2) Housing will primarily take the form of dwelling houses and dual occupancies. Multiple dwellings, residential care facilities and retirement facilities and rooming accommodation, short stay accommodation, tourist parks as well as workforce accommodation may also occur where they are designed to be compatible.
- (3) Home-based businesses may occur throughout the towns at a scale and intensity which do not impact on residential amenity. Other businesses should be located in the centre or industrial zones consistent with the intentions for those zones.
- (4) Development will be regulated in this zone primarily to ensure a high level of residential amenity is maintained.

##### 4.2.1.2 Specific assessment benchmarks for assessable development

**Editor's note**—The provisions in 4.2.1.2 apply to code and impact assessable development. Development that is accepted or accepted subject to requirements in the zone does not need to comply with these provisions. Requirements for accepted development are set in section 4.2.1.3.

- (1) New residential subdivision is to be developed in a way that:
  - (a) facilitates the efficient provision of urban infrastructure;
  - (b) creates walkable new neighbourhoods; and
  - (c) provides optimum integration of movement networks and open space between existing and future urban development.
- (2) Lot sizes support a range of housing types, with a minimum size of 400m<sup>2</sup> when accommodating a dwelling house. Smaller lots sizes may be contemplated when accommodating attached housing.
- (3) Development is to be located, designed and managed to ensure it does not unreasonably detract from residential privacy and amenity.

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- (4) Separation between buildings must be provided to maintain a low density environment, maximise privacy, sunlight and breezes and provide opportunities for landscaping and open space.
- (5) Buildings are to be setback (measured to the wall and not to overhanging eaves or shade structures):
  - (a) 6m from the primary frontage;
  - (b) 2m from side boundaries or any secondary road frontage; and
  - (c) 6m from rear boundaries.
- (6) Building height is not to exceed 3 storeys or 12m, whichever is the lesser.
- (7) Site cover is not to exceed 60%.
- (8) Buildings are to be of a house-compatible scale, face the street, be well articulated and have no blank facades.
- (9) Landscaping is to be provided along the full frontage of a development site (apart from access ways) and is to include shade trees.
- (10) Screen fencing is to be provided along side and rear boundaries with:
  - (a) a minimum height of 1.8m where development is for the purposes of visitor or worker accommodation or a non-residential use-;
  - (b) where development is for residential purposes – a minimum height of 1.2m; and
  - (c) for any use - a maximum gap between palings of 10mm.
- (11) The safe and efficient operation of roads and railways is to be maintained
- (12) Development is not to significantly impact on the residential amenity of the locality as a result of noise, lighting, odour, dust, volume or type of traffic, loss of privacy or other cause.
- (13) Development is to be designed to achieve safety for all users having regard to:
  - (a) maximising casual surveillance and sight lines;
  - (b) avoiding personal concealment and entrapment locations;
  - (c) exterior building design that promotes safety;
  - (d) adequate lighting;
  - (e) appropriate signage and wayfinding; and
  - (f) clearly defined building entrances.

**Editor's note** – Applicants may find useful guidance in the Queensland Government's Crime Prevention through Environmental Design Guidelines for Queensland.

- (14) Home-based businesses are to occur in a way that maintains the residential appearance and character of the dwelling and does not noticeably impact on the amenity of the neighbourhood as a result of noise, lighting, odour, dust, volume or type of traffic, loss of privacy or other cause.

#### 4.2.1.3 Requirements for accepted development

**Note** – The requirements for accepted development are listed below. Should the proposed development fail to meet one or more of these requirements, an application for code assessment will be required and will be assessed against the assessment benchmarks in 4.2.1.1 and 4.2.1.2.

##### 4.2.1.3.1 Home-based business

- (1) The home-based business:
  - (a) is carried out by a permanent resident of the dwelling;

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- (b) is carried out within a residential dwelling or in a separate building on the same land;
- (c) has signage limited to a single sign with a maximum face area of 0.5m<sup>2</sup> and no illumination;
- (d) does not involve release of any trade wastes or contaminants as defined by the *Environmental Protection Act 1994*;
- (e) where involving the visitation of customers or the use of any machinery or vehicles, has operational hours limited to 8am to 5pm Monday to Friday and 8am to 2pm Saturday;
- (f) does not noticeably increase noise levels at the boundary of the site;
- (g) does not increase traffic flows by more than five vehicular trips to and from the site per day;
- (h) does not involve the use or storage of heavy vehicles; and
- (i) does not impose a load on infrastructure greater than that associated with the residential use of the dwelling.

**Editor's note**—A heavy vehicle is a vehicle with more than 4.5 tonnes GVM (gross vehicle mass), GCM (gross combination mass) or more than 2 tonnes ATM (aggregate trailer mass).

#### 4.2.1.4 Variations to Queensland Development Code MP1.1 and MP1.2 for dwelling houses and MP1.3 for dual occupancies

**Note** – The following provisions vary Queensland Development Code (QDC) MP1.1, MP1.2 and MP1.3 in the general residential zone.

- (1) Building height is not to exceed 3 storeys or 12m, whichever is the lesser.

*Editor's note*—Where a dwelling house or dual occupancy does not comply with these quantifiable standards, a variation may be sought by way of a referral of the relevant building works application to Carpentaria Shire Council in accordance with schedule 9, table 3 of the Planning Regulation 2017. To remove any doubt, dwelling houses and dual occupancies do not require a separate application to Council for assessment against the planning scheme. <https://www.business.qld.gov.au/industries/building-property-development/building-construction/laws-codes-standards/queensland-development-code#mandatory-parts>

## 4.2.2 Assessment benchmarks for the rural residential zone

### 4.2.2.1 Purpose of the zone

#### 4.2.2.1.1 Purpose statement from the regulated requirements

- (1) The purpose of the rural residential zone is to provide for residential uses and activities on large lots, including lots for which the local government has not provided infrastructure and services.

**Editor's note** – This purpose statement is required to be used for the zone under the regulated requirements set out in the Planning Regulation 2017.

#### 4.2.2.1.2 Carpentaria Shire purpose statement

- (1) The rural residential zone is intended to accommodate very low density housing within a semi-rural neighbourhood and community support uses including a community care centre, community use, emergency services and necessary infrastructure.
- (2) Housing will predominantly take the form of dwelling houses. Residential care facilities and retirement facilities. Multiple dwellings and rooming accommodation, tourist parks, workforce accommodation and short term accommodation (other than small scale bed and breakfasts or homestays) are not intended to occur within this zone.
- (3) Home-based businesses, cropping, animal husbandry, animal keeping and roadside stalls may occur at a scale and intensity which do not impact on the residential amenity and semi-rural character. Other businesses should be located in the centre or industrial zones consistent with the intentions for those zones, while other rural activities may occur within the rural zone.
- (4) Development will be regulated in this zone primarily to ensure a high level of residential amenity is maintained.

#### 4.2.2.2 Specific assessment benchmarks for assessable development

**Editor's note**—The provisions in 4.2.2.2 apply to code and impact assessable development. Development that is accepted or accepted subject to requirements in the zone does not need to comply with these provisions. Requirements for accepted development are set in section 4.2.2.3.

- (1) New rural residential subdivision is to be developed in a way that provides optimum integration of movement networks and open space between existing and future rural residential development.
- (2) Lot sizes are to have a minimum size of 0.5ha to maintain a very low density, semi-rural character.
- (3) Development is to be located, designed and managed to ensure it does not unreasonably detract from residential privacy and amenity.
- (4) Separation between buildings must be provided to maintain a very low density, semi-rural environment, maximise privacy, sunlight and breezes and provide opportunities for landscaping and open space.
- (5) Except where greater setbacks are required to minimise impacts, buildings are to be setback:
  - (a) 10m from the primary frontage or any secondary road frontage;
  - (b) 20m from side or rear boundaries.

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- (6) Building height is not to exceed 3 storeys or 12m, whichever is the lesser.
- (7) Site cover is not to exceed 10%.
- (8) Buildings are to be of a house-compatible scale, be well articulated and have no blank facades.
- (9) Development does not significantly impact on the residential amenity of the locality as a result of noise, lighting, odour, dust, volume or type of traffic, loss of privacy or other cause.
- (10) Where development is for a non-residential use, screen fencing and landscaping is to be provided to appropriately screen or improve the visual amenity of the use.
- (11) The safe and efficient operation of roads and railways is to be maintained
- (12) Development is designed to achieve safety for all users having regard to:
  - (a) maximising casual surveillance and sight lines;
  - (b) avoiding personal concealment and entrapment locations;
  - (c) exterior building design that promotes safety;
  - (d) adequate lighting;
  - (e) appropriate signage and wayfinding; and
  - (f) clearly defined building entrances.

**Editor's note** – Applicants may find useful guidance in the Queensland Government's Crime Prevention through Environmental Design Guidelines for Queensland.

- (13) Cropping, animal husbandry, animal keeping and roadside stalls are not to occur at a scale or intensity that noticeably impacts on the residential amenity or safety of the locality.
- (14) Home-based businesses are to occur in a way that maintains the residential character and appearance of the dwelling and semi-rural character of the locality, and does not noticeably impact on amenity as a result of noise, lighting, odour, dust, volume or type of traffic, loss of privacy or other cause

#### 4.2.2.3 Requirements for accepted development

**Note** – The requirements for accepted development are listed below. Should the proposed development fail to meet one or more of these requirements, an application for code assessment will be required and will be assessed against the assessment benchmarks in 4.2.2.1 and 4.2.2.2.

##### 4.2.2.3.1 Requirements for animal husbandry, animal keeping, cropping and roadside stalls

- (1) Non-residential buildings or structures (including roadside stalls), animal enclosures, storage facilities and waste disposal areas are set back 50m from any dwelling on an adjoining or nearby site.
- (2) Cropping does not involve chemical spraying unless a 40m wide vegetated buffer is provided on the site between the crops which are being sprayed and adjoining land.
- (3) Roadside stalls:
  - (a) have a maximum gross floor area of 20m<sup>2</sup>;
  - (b) are accessed via a driveway access to the property;
  - (c) involve the display or sale of produce or goods grown or made on the same site.

##### 4.2.2.3.2 Home-based business

- (1) The home-based business:
  - (a) is carried out by a permanent resident of the dwelling;
  - (b) is carried out within a residential dwelling or in a separate building on the same land;

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- (c) has signage limited to a single sign with a maximum face area of 0.5m<sup>2</sup> and no illumination;
- (d) does not involve release of any trade wastes or contaminants as defined by the *Environmental Protection Act 1994*;
- (e) where involving the visitation of customers or the use of any machinery or vehicles, has operational hours limited to 8am to 5pm Monday to Friday and 8am to 2pm Saturday;
- (f) does not noticeably increase noise levels at the boundary of the site;
- (g) do not increase traffic flows by more than five vehicular trips to and from the site per day;
- (h) does not involve parking of more than two vehicles associated with the business on the premises or its street frontage at any one time;
- (i) does not involve more than two heavy vehicles on the site at any one time; and
- (j) while on-site, heavy vehicles:
  - (i) are not operated between the hours of 10pm and 6am;
  - (ii) are not left idling for more than five minutes at any one time; and
  - (iii) do not have a refrigeration unit running; and
- (k) does not impose a load on infrastructure greater than that associated with the residential use of the dwelling.

**Editor's note**—A heavy vehicle is a vehicle with more than 4.5 tonnes GVM (gross vehicle mass), GCM (gross combination mass) or more than 2 tonnes ATM (aggregate trailer mass).

#### 4.2.2.4 Variations to Queensland Development Code MP1.2 for dwelling houses

**Note** – The following provisions vary Queensland Development Code (QDC) MP1.2 for dwelling houses in the rural residential zone.

- (1) Buildings are to be setback:
  - (a) 10m from the primary frontage or any secondary road frontage;
  - (b) 20m from side or rear boundaries.
- (2) Building height is not to exceed 3 storeys or 12m, whichever is the lesser.
- (3) Site cover is not to exceed 10%.

**Editor's note**—Where a dwelling house does not comply with these quantifiable standards, a variation may be sought by way of a referral of the relevant building works application to Carpentaria Shire Council in accordance with schedule 9, table 3 of the Planning Regulation 2017. To remove any doubt, dwelling houses do not require a separate application to Council for assessment against the planning scheme.

<https://www.business.qld.gov.au/industries/building-property-development/building-construction/laws-codes-standards/queensland-development-code#mandatory-parts>

## 4.2.3 Assessment benchmarks for the centre zone

### 4.2.3.1 Purpose of the zone

#### 4.2.3.1.1 Purpose statement from the regulated requirements

- (1) The purpose of the centre zone is to provide for a variety of uses and activities to service all or part of the local government area, including, for example, administrative, business, community, cultural, entertainment, professional, residential or retail uses or activities.

**Editor's note** – *This purpose statement is required to be used for the zone under the regulated requirements set out in the Planning Regulation 2017.*

#### 4.2.3.1.2 Carpentaria Shire purpose statement

- (1) The centre zone accommodates a mix of shops, businesses and community and tourist services, housing and tourist accommodation in a main street environment.
- (2) Development will be regulated in this zone primarily to ensure centres are attractive and safe places that provide the main focal point for the community and to minimise impacts on surrounding land.

### 4.2.3.2 Specific assessment benchmarks for assessable development

**Editor's note**–*The provisions in 4.2.3.2 apply to code and impact assessable development. Development that is accepted or accepted subject to requirements in the zone does not need to comply with these provisions. Requirements for accepted development are set in section 4.2.3.3.*

- (1) Non-residential development in the centre zone is to create an active main street character along Landsborough Street in Normanton and Yappar Street and Palmer Street in Karumba, and on corner sites, by:
  - (a) buildings built to the street alignment with awnings over footpaths along Landsborough Street in Normanton and along Yappar Street between Massey Drive and Gilbert Street in Karumba;
  - (b) a high proportion of glazed or openable building façade at street level; and
  - (c) minimising vehicle access points.
- (2) On other streets:
  - (a) development is to face the street with its main openings at the street frontage and pedestrian entry points easily identified and directly accessed from the street; and
  - (b) landscaping is to be provided within any front setback which provides shade for pedestrians and enhances the appearance of development.
- (3) Awning posts within the footpath are to be avoided.
- (4) Development is not to create blank, unbroken walls along street frontages.
- (5) Residential development is to have dwellings that face the street and may be setback up to 3m to incorporate a transition between public and private space.
- (6) Car parking is to be located to the side or rear of buildings and is not to be provided between the building and the street.
- (7) Building caps and rooftops are to create an attractive roofscape and screen plant and equipment.

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- (8) Development is to be designed to achieve safety for all users having regard to:
- (a) maximising casual surveillance and sight lines;
  - (b) avoiding personal concealment and entrapment locations;
  - (c) exterior building design that promotes safety;
  - (d) adequate lighting;
  - (e) appropriate signage and wayfinding; and
  - (f) clearly defined building entrances.

**Editor's note**—Applicants may find useful guidance in the Queensland Government's *Crime Prevention through Environmental Design Guidelines for Queensland*.

- (9) Development is not to create significant impacts on the amenity of nearby land in the general residential or community facilities zones as a result of noise, lighting, odour, dust, volume of traffic generated, loss of privacy or other cause.
- (10) Development adjoining general residential zoned land is to maintain the amenity and privacy of nearby dwellings through:
- (a) buildings setback a minimum of:
    - (i) 3m or half the building height, whichever is greater, to the side boundary; and
    - (ii) 6m or half the building height, whichever is greater, to the rear boundary;
  - (b) ensuring building height is no more than 3 storeys or 12m in height within 10m of adjoining the common site boundaries;
  - (c) providing a screen fence with minimum height of 1.8m and maximum gap of 10mm along the common site boundaries; and
  - (d) providing fixed screening that is a maximum of 50% transparent on windows that have a direct view into adjoining residential land.
- (11) Materials that are capable of generating air or odour impacts are to be wholly enclosed in a building or covered structure.
- (12) All external areas are to be sealed, turfed or landscaped.
- (13) Home based businesses are to occur in a way that maintains the residential character and appearance of the dwelling and character of the locality, and does not noticeably impact on amenity as a result of noise, lighting, odour, dust, volume or type of traffic, loss of privacy or other cause.

#### 4.2.3.3 Requirements for accepted development

**Note** – The requirements for accepted development are listed below. Should the proposed development fail to meet one or more of these requirements, an application for code assessment will be required and will be assessed against the assessment benchmarks in 4.2.3.1 and 4.2.3.2.

##### 4.2.3.3.1 Home-based business

- (1) The home-based business:
- (a) is carried out by a permanent resident of the dwelling;
  - (b) is carried out within a residential dwelling or in a separate building on the same land;
  - (c) does not involve release of any trade wastes or contaminants as defined by the *Environmental Protection Act 1994*;
  - (d) does not noticeably increase noise levels at the boundary of the site;
  - (e) does not involve the use or storage of heavy vehicles; and
  - (f) does not impose a load on infrastructure greater than that associated with the residential use of the dwelling.

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**Editor's note**—A heavy vehicle is a vehicle with more than 4.5 tonnes GVM (gross vehicle mass), GCM (gross combination mass) or more than 2 tonnes ATM (aggregate trailer mass).

#### 4.2.3.3.2 Other development

- (1) Minor building work associated with the change of use does not involve:
  - (a) any structural change, extension or change in setback to the frontage of the site; or
  - (b) any reduction of side or rear setbacks where adjoining land in the general residential zone; or
  - (c) any change to building height.
- (2) There is no change to vehicle access to the site.
- (3) There is no reduction in car parking numbers or service areas on the site.
- (4) No new car parking spaces are provided between the building and the street.
- (5) No trees are removed between the building and the street.
- (6) The vertical illumination resulting from direct, reflected or incidental light coming from a site does not exceed 8 lux when measured at any point 1.5m outside of the boundary of the property at any level from ground level up.
- (7) The premises are connected to a reticulated water supply and reticulated sewerage system.

#### 4.2.3.4 Variations to Queensland Development Code MP1.1 and MP1.2 for dwelling houses and MP1.3 for dual occupancies

**Note** – The following provisions vary Queensland Development Code (QDC) MP1.1, MP1.2 and MP1.3 in the centre zone.

- (1) Building height is not to exceed 3 storeys or 12m, whichever is the lesser.

*Editor's note*—Where a dwelling house or dual occupancy does not comply with these quantifiable standards, a variation may be sought by way of a referral of the relevant building works application to Carpentaria Shire Council in accordance with schedule 9, table 3 of the Planning Regulation 2017. To remove any doubt, dwelling houses do not require a separate application to Council for assessment against the planning scheme.

<https://www.business.qld.gov.au/industries/building-property-development/building-construction/laws-codes-standards/queensland-development-code#mandatory-parts>

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## 4.2.4 Assessment benchmarks for the industry zone

### 4.2.4.1 Purpose of the zone

#### 4.2.4.1.1 Purpose statement from the regulated requirements

- (2) The purpose of the industry zone is to provide for:
- (a) a variety of industry activities; and
  - (b) other uses and activities that—
    - (i) support industry activities; and
    - (ii) do not compromise the future use of premises for industry activities.

**Editor's note** – This purpose statement is required to be used for the zone under the regulated requirements set out in the Planning Regulation 2017.

#### 4.2.4.1.2 Carpentaria Shire purpose statement

- (3) The industry zone accommodates a mix of industries, compatible enterprises that are not better located in the centre zone and activities which directly support industry such as workforce accommodation.
- (4) Development will be regulated in this zone primarily to ensure industrial areas are functional and safe and to minimise impacts on surrounding land, nearby sensitive land uses and the natural environment.

#### 4.2.4.2 Specific assessment benchmarks for assessable development

**Editor's note**—The provisions in 4.2.4.2 apply to code and impact assessable development. Development that is accepted or accepted subject to requirements in the zone does not need to comply with these provisions. Requirements for accepted development are set in section 4.2.4.3.

- (2) Industrial activities are to be protected from intrusion of incompatible uses that may constrain their on-going operation and future expansion.
- (3) Lots are to be of a size that provide for large scale industrial uses.
- (4) Development is to be located, designed and managed to ensure that public health and safety are maintained at all times.
- (5) High impact industry, special industry and other uses involving hazardous materials and chemicals and dangerous goods are to be separated by at least 500m from land in the general residential zone.

**Editor's note** – The Work Health and Safety Act 2011 and associated Regulation and Guidelines, the Environmental Protection Act 1994 and the relevant building assessment provisions under the Building Act 1975 contain requirements for the manufacture and storage of hazardous substances. Information is provided by Business Queensland on the requirements for storing and transporting hazardous chemicals, available at: [www.business.qld.gov.au/running-business/protecting-business/risk-management/hazardous-chemicals/storing-transporting](http://www.business.qld.gov.au/running-business/protecting-business/risk-management/hazardous-chemicals/storing-transporting)

- (6) Workforce accommodation may establish in the industry zone. However, other residential uses or short term accommodation are not to be established.

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- (7) Activities that involve sales to the public requiring a very large land area such as large showrooms, outdoor sales, agricultural supplies stores, bulk landscaping supplies, garden centres, hardware and trade supplies and wholesale nurseries may also be established in the zone. However, other than where ancillary to an industry, shops and offices, community activities, and tourist facilities are not to be established in the industrial zone.
- (8) Other non-industrial uses are limited to those which are ancillary to and directly support the industrial functions of the area.
- (9) Development is to ensure the collection, treatment and disposal of wastes or other sources of contamination so that off-site releases of contaminants do not occur.
- (10) Buildings are to be setback a minimum of 10m from a boundary shared with land in a general residential or community facilities zone.
- (11) A screen fence with a minimum height of 1.8m and maximum gaps of 10mm is to be provided along boundaries shared with land in a general residential or community facilities zone.
- (14) Development is designed to achieve safety for all users having regard to:
  - (a) maximising casual surveillance and sight lines;
  - (b) avoiding personal concealment and entrapment locations;
  - (c) exterior building design that promotes safety;
  - (d) adequate lighting;
  - (e) appropriate signage and wayfinding; and
  - (f) clearly defined building entrances.

**Editor's note**—Applicants may find useful guidance in the Queensland Government's Crime Prevention through Environmental Design Guidelines for Queensland.

#### 4.2.4.1 Requirements for accepted development

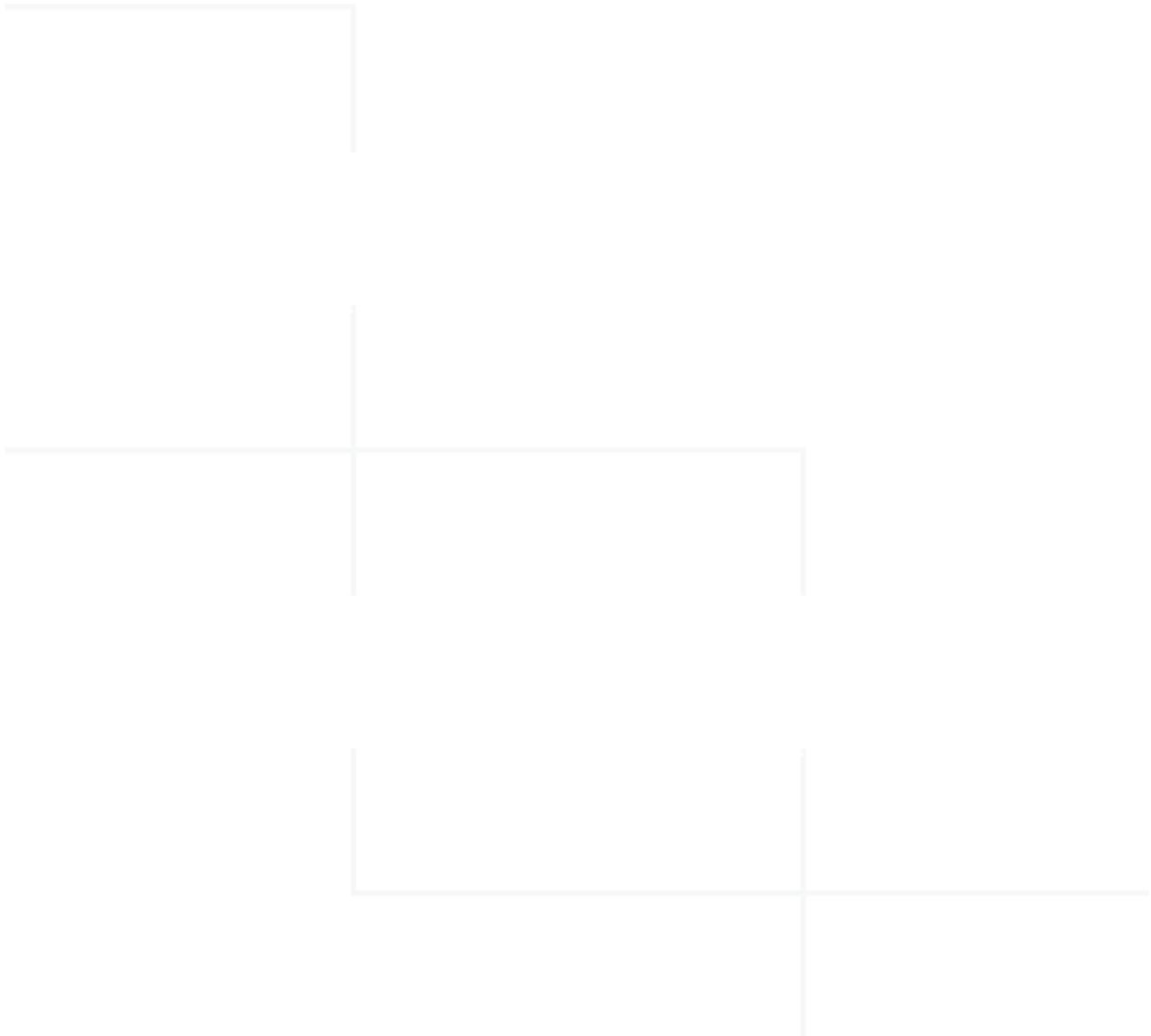
**Note** – The requirements for accepted development are listed below. Should the proposed development fail to meet one or more of these requirements, an application for code assessment will be required and will be assessed against the assessment benchmarks in 4.2.4.1 and 4.2.4.2.

##### 4.2.4.1.1 All development

- (1) Minor building work associated with the change of use does not involve any reduction of side or rear setbacks where adjoining land in the general residential zone.
- (2) There is no change to vehicle access to the site.
- (3) There is no reduction in car parking numbers or service areas on the site.
- (4) The site is securely fenced.
- (5) A screen fence with a height of 1.8m and maximum gaps of 10mm is to be provided along boundaries shared with land in a general residential or community facilities zone.
- (6) Development achieves the noise standards set out in the Environmental Protection (Noise) Policy 2019 and the Environmental Protection Act 1994.
- (7) Development achieves the air quality objectives set out in the Environmental Protection (Air) Policy 2019.

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- (8) The vertical illumination resulting from direct, reflected or incidental light coming from a site does not exceed 8 lux when measured at any point 1.5m outside of the boundary of the property at any level from ground level up.
- (9) Materials that may generate contaminants, dust or air emissions are wholly enclosed in a building or covered structure.
- (10) The premises are connected to a reticulated water supply and reticulated sewerage system.



## 4.2.5 Assessment benchmarks for the community facilities zone

### 4.2.5.1 Purpose of the zone

#### 4.2.5.1.1 Purpose statement from the regulated requirements

- (1) The purpose of the community facilities zone is to provide for community-related uses, activities and facilities, whether publicly or privately owned, including, for example—
  - (a) educational establishments; and
  - (b) hospitals; and
  - (c) transport and telecommunication networks; and
  - (d) utility installations.

**Editor's note** – This purpose statement is required to be used for the zone under the regulated requirements set out in the Planning Regulation 2017.

#### 4.2.5.1.2 Carpentaria Shire purpose statement

- (1) The community facilities zone accommodates a range of community facilities and infrastructure, including air services, community uses, educational establishments, emergency services, government offices, hospitals, health care services, utility installations, outdoor sport and recreation and parks. These facilities are to be designed to meet community needs and may be supported by ancillary activities that are directly related to the primary use.
- (2) Development will be regulated in this zone primarily to ensure these community facilities and infrastructure can continue to provide safe, efficient and effective services for the community and to minimise impacts on surrounding land.

### 4.2.5.2 Specific assessment benchmarks for assessable development

**Editor's note**—The provisions in 4.2.5.2 apply to code and impact assessable development. Development that is accepted or accepted subject to requirements in the zone does not need to comply with these provisions. Requirements for accepted development are set in section 4.2.5.3.

- (1) Land within this zone is to accommodate community facilities and infrastructure in a manner that safely and efficiently meets community needs.
- (2) Other uses may also be established within the zone, where they:
  - (a) directly support the primary community facility or infrastructure on the site;
  - (b) are subordinate to and compatible with the primary use;
  - (a) would not be better located in the industry or centre zone; and
  - (b) would not increase impacts on adjoining land.
- (3) Within the Normanton airport site, new industrial development may be contemplated where appropriately separated from nearby residential land and airport operations and navigation systems are not affected.
- (4) Development is not to prejudice the ongoing operation and possible expansion of existing community facility or infrastructure on the site.
- (5) Development is to create a safe and attractive environment.

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- (6) Development is to be located, designed and managed to ensure that public health and safety are maintained at all times.
- (7) Development is to be located, designed and operated to minimise impacts on surrounding land.
- (8) Other than where inconsistent with the primary purpose of the land:
  - (a) buildings are to face the street with its main openings at the street frontage and pedestrian entry points easily identified and directly accessed from the street;
  - (b) blank, unbroken walls are not to be created along street frontages;
  - (c) landscaping is to be provided which provides shade for pedestrians, enhances the appearance of development especially in parking and service areas and screens servicing components;
  - (d) car parking, vehicular access and driveways are not to detract from or dominate the street frontage;
  - (e) building caps and rooftops are to create an attractive roofscape and screen plant and equipment; and
  - (f) all external areas are to be sealed, turfed or landscaped.
- (9) Development is to be designed to achieve safety for all users having regard to:
  - (a) maximising casual surveillance and sight lines;
  - (b) avoiding personal concealment and entrapment locations;
  - (c) exterior building design that promotes safety;
  - (d) adequate lighting;
  - (e) appropriate signage and wayfinding; and
  - (f) clearly defined building entrances.

**Editor's note**—Applicants may find useful guidance in the Queensland Government's *Crime Prevention through Environmental Design Guidelines for Queensland*.

- (10) Development is not to create significant impacts on the amenity of nearby land in the general residential or centre zones as a result of noise, lighting, odour, dust, volume of traffic generated, loss of privacy or other cause.
- (11) Development adjoining general residential zoned land is to maintain the amenity and privacy of nearby dwellings through:
  - (a) buildings setback a minimum of:
    - (i) 3m or half the building height, whichever is greater, to the side boundary; and
    - (ii) 6m or half the building height, whichever is greater, to the rear boundary;
  - (b) ensuring building height is no more than 3 storeys or 12m in height within 10m of adjoining the common site boundaries;
  - (c) providing a screen fence with minimum height of 1.8m and maximum gap of 10mm along the common site boundaries; and
  - (d) providing fixed screening that is a maximum of 50% transparent on windows that have a direct view into adjoining residential land.
- (12) Home based businesses are to occur in a way that maintains the residential character and appearance of the dwelling and character of the locality, and does not noticeably impact on amenity as a result of noise, lighting, odour, dust, volume or type of traffic, loss of privacy or other cause.

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#### 4.2.5.3 Requirements for accepted development

**Note** – The requirements for accepted development are listed below. Should the proposed development fail to meet one or more of these requirements, an application for code assessment will be required and will be assessed against the assessment benchmarks in 4.2.5.1 and 4.2.5.2.

##### 4.2.5.3.1 Home-based business

- (1) The home-based business:
  - (a) is carried out by a permanent resident of the dwelling;
  - (b) is carried out within a residential dwelling or in a separate building on the same land;
  - (c) does not involve release of any trade wastes or contaminants as defined by the *Environmental Protection Act 1994*;
  - (d) where involving the visitation of customers or the use of any machinery or vehicles, has operational hours limited to 8am to 5pm Monday to Friday and 8am to 2pm Saturday;
  - (e) does not noticeably increase noise levels at the boundary of the site;
  - (f) does not involve the use or storage of heavy vehicles; and
  - (g) does not impose a load on infrastructure greater than that associated with the residential use of the dwelling.

**Editor's note**—A heavy vehicle is a vehicle with more than 4.5 tonnes GVM (gross vehicle mass), GCM (gross combination mass) or more than 2 tonnes ATM (aggregate trailer mass).

##### 4.2.5.3.2 Other development

- (1) Minor building work associated with the change of use does not involve:
  - (a) any structural change, extension or change in setback to the frontage of the site; or
  - (b) any reduction of side or rear setbacks where adjoining land in the general residential zone; or
  - (c) any change to building height.
- (2) Hours of operation are limited to 8am to 5pm Monday to Friday and 8am to 2pm Saturday.
- (3) Development does not involve obtaining a liquor license.
- (4) There is no change to vehicle access to the site.
- (5) There is no reduction in car parking numbers or service areas on the site.
- (6) No new car parking spaces are provided between the building and the street.
- (7) No trees are removed between the building and the street.
- (8) The vertical illumination resulting from direct, reflected or incidental light coming from a site does not exceed 8 lux when measured at any point 1.5m outside of the boundary of the property at any level from ground level up.
- (9) The premises are connected to a reticulated water supply and reticulated sewerage system.

##### 4.2.5.4 Variations to Queensland Development Code MP1.1 and MP1.2 for dwelling houses

**Note** – The following provisions vary Queensland Development Code (QDC) MP1.1 and MP1.2 for dwelling houses in the community facilities zone.

- (1) Building height is not to exceed 3 storeys or 12m, whichever is the lesser.

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**Editor's note**—Where a dwelling house does not comply with these quantifiable standards, a variation may be sought by way of a referral of the relevant building works application to Carpentaria Shire Council in accordance with schedule 9, table 3 of the Planning Regulation 2017. To remove any doubt, dwelling houses do not require a separate application to Council for assessment against the planning scheme. <https://www.business.qld.gov.au/industries/building-property-development/building-construction/laws-codes-standards/queensland-development-code#mandatory-parts>

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## 4.2.6 Assessment benchmarks for the rural zone

### 4.2.6.1 Purpose of the zone

#### 4.2.6.1.1 Purpose statement from the regulated requirements

- (1) The purpose of the rural zone is to:
  - (a) provide for rural uses and activities; and
  - (b) provide for other uses and activities that are compatible with—
    - (i) existing and future rural uses and activities; and
    - (ii) the character and environmental features of the zone; and
  - (c) maintain the capacity of land for rural uses and activities by protecting and managing significant natural resources and processes.

**Editor's note** – *This purpose statement is required to be used for the zone under the regulated requirements set out in the Planning Regulation 2017.*

#### 4.2.6.1.2 Carpentaria Shire purpose statement

- (1) The rural zone accommodates a wide range of rural activities, including agriculture and large cattle stations. It includes land included in agricultural land classification class A and B and important agricultural areas which are shown on overlay map OM2.0. The rural zone also contains areas and features of environmental significance and with important cultural association for Traditional Owner groups.
- (2) Aquaculture, cropping, animal husbandry, animal keeping and uses which support and facilitate primary industries will occur within the zone. Some non-rural activities may also occur within the zone where they require a non-urban location due to their nature, impacts or association with natural resources or the natural environment.
- (3) Development will be regulated in this zone to ensure the productive capacity and natural resource, environmental and cultural values of Carpentaria Shire's rural and natural areas are protected.

#### 4.2.6.2 Specific assessment benchmarks for assessable development

**Editor's note**—*The provisions in 4.2.6.2 apply to code and impact assessable development. Development that is accepted or accepted subject to requirements in the zone does not need to comply with these provisions. Requirements for accepted development are set in section 4.2.6.3.*

- (1) Lot sizes are to be a minimum of 1000ha, other than where rearranging lot boundaries in a way that substantially improves the management of the land or the protection of its environmental values.

**Editor's note**—*Applicants would need to demonstrate the nature of the improvement, such as amalgamating lots to create a large balance area for an environmental reserve or that is managed in accordance with an appropriate land management plan.*

- (2) Land that has been the subject of small lot subdivision is not to be used for residential or other non-rural purposes. This includes flood affected land within the environs of Normanton, as well as small lot clusters close to the Norman River.

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- (3) Residential and visitor accommodation uses in the rural zone include:
  - (a) dwelling houses that are ancillary to cropping or animal husbandry use of the land;
  - (b) caretaker's accommodation or rural workers' accommodation where they directly support primary production activities in the locality; and
  - (c) tourist parks and small scale short term accommodation in the form bed and breakfasts, farm/home stay, cabins and camping; and
  - (d) workforce accommodation where they directly support an infrastructure project or industry, tourism or recreation use established in the rural zone.
- (4) Development for tourist parks and small scale short term accommodation, tourist attractions and recreational activities, such as nature-based tourism, outdoor sport and recreation and environment facilities or similar cultural attractions are to involve only a limited development footprint, small scale buildings and structures and are not to involve significant vegetation clearing or modification of the natural landform.
- (5) Industries which may establish in the rural zone include only:
  - (a) a rural industry; or
  - (b) an industry processing agricultural products which requires a rural location to ensure a clean environment separate from other industrial activities; or
  - (c) an extractive industry, intensive animal industry or other industry that requires separation from urban or rural residential areas which cannot be achieved in the industry zone;
  - (d) a transport depot requiring a location outside of the towns' industry zoned land; or
  - (e) a renewable energy facility.
- (6) Rural and community support uses such as an agricultural supplies store, community care centre, community use, educational establishment, emergency services and other infrastructure may be established in the rural zone where they primarily service the non-urban population or businesses.
- (7) Development is to be located and designed to ensure it will not be adversely impacted by aquaculture, animal husbandry, animal keeping, cropping intensive animal industry, intensive horticulture operations, including as a result of spray drift, noise, dust, odour or other reason.
- (8) Development must not prejudice or detract from the productive use of land included in agricultural land classification class A and B or important agricultural areas (shown on overlay map OM2.0).
- (9) Development must not prejudice or detract from the operation of the stock route network (shown on overlay map OM2.0) for the moving and agistment of livestock, or diminish its recreation, tourism, environmental, grazing and heritage values.
- (10) Development must be buffered from and not adversely impact on national parks and other land in the protected estate.
- (11) Development in or near the Coleman River does not detract from recreational and cultural use of the river by Indigenous communities.
- (12) Development is not to significantly impact on:
  - (a) water and soil quality;
  - (b) public health or safety;
  - (c) the amenity of nearby sensitive land uses and urban and rural residential areas as a result of noise, odour, dust volume of traffic generated or other cause;

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- (d) the cultural, landscape and natural resource values of the locality;
  - (e) values of environmental significance; and
  - (f) the capacity and safety of the road network on which it relies.
- (13) Sensitive land uses are to be sufficiently separated from activities or infrastructure likely to generate impacts, to protect the safety and amenity of residents and to protect the ongoing operation of those activities or infrastructure. Separation is to ensure that no significant noise, odour or other emissions are likely to be experienced at the sensitive receptor.

**Editor's note**—Applicants seeking approval for intensive animal industries should refer to the 'National Guidelines for Beef Cattle Feedlots in Australia, National Beef Cattle Feedlot Environmental Code of Practice', 'Queensland Dairy Farming Environmental Code of Practice', 'National Environmental Guidelines for Piggeries' and 'Queensland Guidelines Meat Chicken Farms and that applicants consult with the relevant State government department prior to the lodgement of a development application. For other uses council may require a study that, amongst other matters, identifies how the development meets Environmental Protection (Air) Policy 2019 or Environmental Protection (Noise) Policy 2019.

- (14) Buildings and open use areas are to be setback from site boundaries not less than:
- (a) 50m from all site boundaries; and
  - (b) 100m from any existing dwelling on an adjoining or nearby site.
- (15) Roadside stalls and rural workers' accommodation are not to noticeably impact on the amenity, character or safety of the locality.

#### 4.2.6.3 Requirements for accepted development

**Note** – The requirements for accepted development are listed below. Should the proposed development fail to meet one or more of these requirements, an application for code assessment will be required and will be assessed against the assessment benchmarks in 4.2.6.1 and 4.2.6.2.

##### 4.2.6.3.1 Roadside stalls and rural workers accommodation

- (1) Buildings and open use areas are setback from site boundaries not less than:
- (a) 50m from all site boundaries; and
  - (b) 100m from any dwelling on an adjoining or nearby site; and
  - (c) are accessed via an existing driveway access to the property.
- (2) Additionally, roadside stalls:
- (a) have a maximum gross floor area of 20m<sup>2</sup>; and
  - (b) involve the display or sale of produce or goods grown or made on the same site.

##### 4.2.6.4 Variations to Queensland Development Code MP1.2 for dwelling houses

**Note** – The following provisions vary Queensland Development Code (QDC) MP1.2 for dwelling houses in the rural zone.

- (1) Buildings are to be setback:
- (a) 10m from the primary frontage or any secondary road frontage;
  - (b) 20m from side or rear boundaries.
- (2) Building height is not to exceed 3 storeys or 12m, whichever is the lesser.

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**Editor's note**—Where a dwelling house does not comply with these quantifiable standards, a variation may be sought by way of a referral of the relevant building works application to Carpentaria Shire Council in accordance with schedule 9, table 3 of the Planning Regulation 2017. To remove any doubt, dwelling houses do not require a separate application to Council for assessment against the planning scheme. <https://www.business.qld.gov.au/industries/building-property-development/building-construction/laws-codes-standards/queensland-development-code#mandatory-parts>

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### 4.3 Assessment benchmarks for overlays

#### 4.3.1 Assessment benchmarks for the airport overlay

##### 4.3.1.1 Purpose of the overlay

- (1) The purpose of the overlay is to ensure the safety, efficiency and operational integrity of significant aviation facilities within Carpentaria are protected.

##### 4.3.1.1 Specific assessment benchmarks for assessable development

- (1) Development within a building restricted areas must not interfere with the function of aviation facilities as a result of:
  - (c) physical intrusions into the 'line of sight' between transmitting and receiving devices;
  - (d) radio frequency interference;
  - (e) electromagnetic emissions that will interfere with signals transmitted by the facility;
  - (f) reflective surfaces that could deflect or interfere with signals transmitted by the facility
  - (g) plume rises.
- (2) Development does not create physical intrusions or otherwise compromise aircraft safety in operational airspace.
- (3) Development is not to create light sources or reflection that could distract or confuse pilots.
- (4) Development does not increase risks to public safety associated with airport operation.

**Editor's note** – *The functioning of Australia's network of aviation facilities is protected under the Air Services Act 1995, Civil Aviation Act 1988 and the Defence Act 1903, by the Australian Government. Council is required to refer any development proposal that may intrude into a building restricted area (BRA) or interfere with the function of an aviation facility to Airservices Australia and the airport operator for assessment in accordance with National Airports Safeguarding Framework Guideline G, Attachment 3.*

*Radio frequency interference with an aviation facility may also invoke powers under the Australian Communications and Media Authority Act 2005 and is regulated by the Australian Communications and Media Authority (ACMA). Separate approvals may be required from the relevant authorities.*

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#### 4.3.2 Assessment benchmarks for the bushfire hazard overlay

**Note** - The hazard area shown on the bushfire hazard overlay map is the bushfire prone area for the purposes of section 7 of the Building Regulation 2021. The bushfire hazard area (bushfire prone area) includes land covered by the very high, high and medium hazard areas as well as the potential impact buffer category on the overlay map.

**Editor's notes** - Medium, high and very high bushfire hazard categories shown on the overlay map represent the area subject to bushfire hazard. The potential impact buffer area is also part of the hazard area because risks to life and property loss may also be experienced within this area.

##### 4.3.2.1 Purpose of the overlay

- (1) The purpose of the overlay is to ensure development in areas at risk from bushfire is designed to avoid or reduce exposure and ensure the safety of people.

##### 4.3.2.2 Specific assessment benchmarks for assessable development

- (1) Critical or vulnerable uses are not to be located on land subject to bushfire hazard, unless:
  - (a) involving a minor extension to or redevelopment of an existing use and not substantially increasing the number of people requiring evacuation from the site; or
  - (b) necessary to meet a significant community need and there is no alternative suitable location.

**Editor's notes**

- Critical and vulnerable uses are defined in schedule 1.
- This overlay only applies to a part of a site that falls within the overlay area. A development mentioned in this benchmark might occur if it did not utilise areas affected by the overlay for any substantive purpose.

- (2) Development may occur in a way that is consistent with the intentions for the relevant zone where the bushfire hazard is minimised and mitigated by achieving the following:
  - (a) A building envelope that is of sufficient size to accommodate all habitable and non-habitable buildings and any water sources relied on for firefighting is to be provided within a development site or proposed lot;
  - (b) The building envelope is to achieve the following radiant heat flux level at any point:
    - (i) 10kW/m<sup>2</sup> where the use involves the accommodation or congregation of vulnerable sectors of the community such as child care centres, community care centres, educational establishments, detention facilities, hospitals, rooming accommodation, retirement facilities or residential care facilities; or
    - (ii) 29kW/m<sup>2</sup> otherwise.

**Editor's note**—The radiant heat flux that will be experienced during a bushfire is a measure of heat energy impact expressed as kW/m<sup>2</sup>. The radiant heat flux levels and separation distances are to be established in accordance with method 2 set out in AS3959-2018.

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- (c) Where a separation distance to achieve the relevant radiant heat flux level is to be achieved by utilising existing cleared developed areas external to the site, certainty must be established (through tenure or other means) that the land will remain cleared of hazardous vegetation.

**Editor's note**—For staged developments, temporary separation distances, perimeter roads or fire trails may be absorbed as part of subsequent stages.

- (d) Within an urban or rural residential zone in Normanton:
- (i) the development is to be provided with a reticulated water supply;
  - (ii) fire hydrants are to be provided in adjoining roads at intervals and of a standard suitable for fire-fighting requirements;
  - (iii) habitable buildings are connected to a public road by a short, direct, easily traversable accessway; and
  - (iv) more than one safe evacuation route is available.
- (e) Where reconfiguring land within an urban or rural residential zone in Normanton, the lot layout:
- (i) minimises the length of the development perimeter exposed to, or adjoining hazardous vegetation;
  - (ii) avoids the creation of bottle-neck points in the movement network; and
  - (iii) establishes direct access to a safe assembly /evacuation area in the event of an approaching bushfire.

**Editor's note**—For example, developments should avoid finger-like or hour-glass subdivision patterns or substantive vegetated corridors between lots.

- (f) Other than where it would not serve a practical fire management purpose, a constructed perimeter road or a formed, all weather fire trail is provided between hazardous vegetation and the site boundary or building envelope and is readily accessible at all times.

**Editor's note**—Fire trails are unlikely to be required where a site is less than 2.5ha.

- (g) When provided, a public road or fire trail which has:
- (i) a reserve or easement width of at least 20m;
  - (ii) a minimum trafficable (cleared and formed) width of 4m
  - (iii) a cleared working area on each side of the trafficable area of at least 3m width each side;
  - (iv) no cut or fill embankments or retaining walls adjacent to the trafficable path;
  - (v) a minimum 4.8m vertical clearance;
  - (vi) turning areas suitable for fire-fighting appliances;
  - (vii) a maximum gradient of 12.5%;
  - (viii) a crossfall of no greater than 10 degrees;
  - (ix) drainage and erosion control devices;
  - (x) vehicular access at each end which is connected to the public road network at intervals of no more than 200m;
  - (xi) designated fire trail signage;
  - (xii) if a fire trail, has an access easement that is granted in favour of council and Qld Fire and Emergency Services.

**Editor's note** – refer to Fire Hydrant and Vehicle Access Guidelines for residential, commercial and industrial lots, Queensland Fire and Emergency Services, 2015.

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- (h) In the area between a building envelope and the hazardous vegetation, landscaping and open space areas are to consist of discontinuous, low threat vegetation managed in a minimal fuel condition which does not increase bushfire hazard.
- (i) Development for a fence or any structural landscaping within 20m of any building used for accommodation comprises non-combustible or fire-retardant materials.
- (j) Where increasing the number of dwellings or the number of people staying, working or congregating on a site, an evacuation plan is in place which includes a mechanism for the early evacuation of occupants on days when severe, extreme or catastrophic fire weather is notified or adverse fire activity occurs.

**Editor's note** – Severe, extreme or catastrophic fire weather include site-specific fire weather severity or FFDI greater than or equal to 64.

- (3) Critical or potentially hazardous infrastructure such as water supply, electricity, gas and telecommunications is sited, designed and managed to reduce risk of its ignition.
- (4) Development:
  - (a) is not to involve the manufacture or storage of hazardous materials at 10% or more than their aggregate threshold quantity identified in the Work Health and Safety Regulation, schedule 15; or
  - (b) where the storage or manufacture of hazardous materials does occur, is designed to ensure such storage is protected from heat, ember attack and other fire damage to avoid ignition or degradation that might produce hazardous vapours, dusts or hazardous reactions.

**Editor's notes**

- Where the storage or manufacture of hazardous materials does occur, examples of risk mitigation measures include a combination of firebreaks, fire resistant containers for hazardous materials, fire resistant buildings, underground tanks for flammable liquids, active water-cooling sprays over vulnerable areas.
- The Work Health and Safety Act 2011 and associated regulation and guidelines, the Environmental Protection Act 1994 and the relevant building assessment provisions under the Building Act 1975 contain requirements for the manufacture and storage of hazardous substances. Information is provided by Business Queensland on the requirements for storing and transporting hazardous chemicals, available at: [www.business.qld.gov.au/running-business/protecting-business/risk-management/hazardous-chemicals/storing-transporting](http://www.business.qld.gov.au/running-business/protecting-business/risk-management/hazardous-chemicals/storing-transporting)
- Building assessment provisions under the Building Act 1975 also contain requirements for particular buildings or structures associated with hazardous facilities.
- Advice may be sought from Office of Industrial Relations Major Hazard Facilities Unit [hcplanning@oir.qld.gov.au](mailto:hcplanning@oir.qld.gov.au).

- (5) Development does not worsen the severity of or exposure to the hazard either on the site or at other properties.
- (6) Bushfire risk mitigation treatments do not have a significant impact on the natural environment or landscape character of the locality
- (7) Development does not impede effective and efficient disaster management response and recovery capabilities.

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- (8) The cost to the public of measures to mitigate bushfire risks or respond to natural disasters is minimised.

**Editor’s note**—A site based assessment may ground truth the extent of hazardous vegetation and extent and nature of the bushfire hazard area (bushfire prone area). In addition, a bushfire management plan prepared by a suitably qualified person may be required to demonstrate compliance with these assessment benchmarks. The bushfire management plan should be developed in accordance with the Public Safety Business Agency (PSBA) guideline entitled “Undertaking a Bushfire Protection Plan. Advice should be sought from the Queensland Fire and Emergency Services, as appropriate.

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#### 4.3.3 Assessment benchmarks for the coastal hazard and flood hazard overlays

##### Notes

- For the purposes of section 8 of the Building Regulation 2021 the area covered by the flood overlay maps is the designated flood hazard area. Requirements for floor levels and other matters are set out in the building assessment provisions for building work in the flood hazard area. The defined flood level is the level described in schedule SC1.4 Administrative Definitions;
- For the purposes of section 8 of the Building Regulation 2021, a freeboard of 500mm is declared for vulnerable uses.

##### **Editor's notes**

*There are no provisions in the building assessment provisions which cover the area subject to storm tide inundation. Instead, this assessment benchmark sets requirements within this area.*

##### 4.3.3.1 Purpose of the overlay

- (1) The purpose of the overlay is to ensure areas at risk from coastal and flood hazards are managed to avoid or reduce exposure and ensure the safety of people.

##### 4.3.3.2 Specific assessment benchmarks for assessable development

- (1) Critical or vulnerable uses are not to be located on land subject to flood or coastal hazard, unless:
  - a. involving a minor extension to or redevelopment of an existing use and not substantially increasing the number of people requiring evacuation from the site; or
  - b. necessary to meet a significant community need and there is no alternative suitable location.

##### **Editor's notes**

- *Critical or vulnerable uses are defined in schedule 1.*
- *This overlay only applies to a part of a site that falls within the overlay area. A development mentioned in this benchmark might occur if it did not utilise areas affected by the overlay for any substantive purpose.*

- (2) Critical uses are to be designed so that they are able to function effectively during and immediately after a flood or coastal hazard event.
- (3) Floor levels of vulnerable uses are to be established with a freeboard of at least 500mm above the defined flood level.
- (4) New lots in the general residential, rural residential or industrial zones in Normanton:
  - (a) are not to be created in an area subject to storm tide hazard; and
  - (b) may only occur within a flood hazard area where a building envelope with floor levels above the defined flood level can be provided.
- (5) New lots in the general residential or industrial zones in Karumba, may only occur within a storm tide or flood hazard area where a building envelope with floor levels above the defined flood level can be provided.

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- (6) In the erosion prone area that falls within the coastal management district, development does not to occur unless the development cannot feasibly be located elsewhere and is:
- (a) coastal-dependent development; or
  - (b) temporary, able to be abandoned or readily relocatable; or
  - (c) essential community infrastructure; or
  - (d) minor redevelopment of an existing building or structure.

**Editor's notes**

- *Coastal dependent development and temporary, able to be abandoned or readily relocatable are terms defined in the State Planning Policy. The State Planning Policy also provides guidance on what may constitute minor redevelopment, stating:*  
*“Minor redevelopment in an erosion prone area in a coastal management district, includes replacing an existing permanent building/structure with a building/structure that is the same, or substantially the same, in location and size, and monetary value of the existing building or structure is more than the cost of the associated coastal protection works. Examples of minor redevelopment may include adding less than 50m<sup>2</sup> to an existing building footprint, or an additional storey to a single storey building.”*
- *Essential community infrastructure is defined in the State Planning Policy as including:*
  - (a) emergency services infrastructure*
  - (b) emergency shelters*
  - (c) police facilities*
  - (d) hospitals and associated facilities*
  - (e) power stations and substations*
  - (f) major switch yards*
  - (g) communications facilities*
  - (h) sewage treatment plants*
  - (i) water treatment plants.*
- *In erosion prone areas, building work must also meet ~~the~~ requirements under the Building Act 1975 and National Construction Code in consideration of landslip and structural stability.*

- (7) Development:
- (a) is not to involve the manufacture or storage of hazardous materials at 10% or more than their aggregate threshold quantity identified in the *Work Health and Safety Regulation*, schedule 15; or
  - (b) where the storage or manufacture of hazardous materials does occur, is designed to prevent the release, damage or hazardous reaction of hazardous materials during an inundation event.

**Editor's notes**

- *Where the storage or manufacture of hazardous materials does occur, examples of risk mitigation measures, include storing them securely above the event, securing containers against movement by floodwaters, preventing ingress of water into containers, protecting storage areas with walls or bunds or other means achieving equivalent protection.*

*(cont.)*

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**Editor's notes**

- *The Work Health and Safety Act 2011 and associated regulation and guidelines, the Environmental Protection Act 1994 and the relevant building assessment provisions under the Building Act 1975 contain requirements for the manufacture and storage of hazardous substances. Information is provided by Business Queensland on the requirements for storing and transporting hazardous chemicals, available at: [www.business.qld.gov.au/running-business/protecting-business/risk-management/hazardous-chemicals/storing-transporting](http://www.business.qld.gov.au/running-business/protecting-business/risk-management/hazardous-chemicals/storing-transporting)*
- *Building assessment provisions under the Building Act 1975 also contain requirements for particular buildings or structures associated with hazardous facilities.*
- *Advice may be sought from Office of Industrial Relations Major Hazard Facilities Unit [hcfplanning@oir.qld.gov.au](mailto:hcfplanning@oir.qld.gov.au).*

- (8) Other new development on an existing urban or rural residential zoned lot in either Normanton or Karumba may occur in a way that is consistent with the intentions for the zone, provided that risks are minimised and mitigated.
- (9) Effective provision is to be made for evacuating residents and users or for sheltering in place during a flood or coastal hazard event.
- (10) Development in storm tide hazard areas is to be located and designed to ensure structures can sustain inundation from a storm tide event.
- (11) Infrastructure that is likely to become a public asset is to be designed to withstand hydrodynamic forces of a flood or coastal hazard event.
- (12) Flood flow conveyance paths and flood storage volumes of the floodplain are to be maintained.
- (13) Development is not to change hazard characteristics outside the development site such that it would:
  - (a) adversely change the behaviour of the hazard; or
  - (b) increase the category of hazard or level of risk; or
  - (c) reduce warning times; or
  - (d) increase the duration of the hazard.
- (14) Any structures or works intended to mitigate the risk or impacts of flood or coastal hazard on a development site are to be located wholly on private land.
- (15) The cost to the public of measures to mitigate risks associated with flood or coastal hazard or respond to natural disasters is to be minimised.
- (16) Risk mitigation treatments are not to significantly impact on the natural environment or landscape character of the locality and the function of vegetation and natural landforms in providing protection from natural hazards is to be maintained.
- (17) Development is not to impede effective and efficient disaster management response and recovery capabilities.

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- (18) Coastal protection work in an erosion prone area is only to be undertaken where there is an imminent threat to public safety or existing buildings and structures, and all of the following apply:
- (a) the building or structure being protected cannot reasonably be relocated or abandoned;
  - (b) any erosion control structure is located as far landward as practicable on the lot;
  - (c) works do not interfere with physical coastal processes beyond the development site; and
  - (d) works are consistent with any shoreline erosion management plan that has been adopted for the area.

#### 4.3.3.3 Requirements for accepted development

**Note** – The requirements for accepted development are listed below. Should the proposed development fail to meet one or more of these requirements, an application for code assessment will be required and will be assessed against the assessment benchmarks in 4.3.3.1 and 4.3.3.2.

***Editor's notes** - There are no flood or inundation related requirements ~~provisions~~ in the building assessment provisions which cover the area subject to storm tide inundation. Instead, the following requirements apply.*

- (1) Development in storm tide hazard areas is to be provided with a floor level established at the defined flood level set out in schedule SC1.4 Administrative Definitions plus a freeboard of 300mm.
- (2) Development in storm tide hazard areas is to meet the acceptable solutions of the Queensland Development Code MP3.5.

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#### 4.3.4 Assessment benchmarks for the environmental significance overlay

##### **Editor's notes**

- *The Vegetation Management Act 1999, Nature Conservation Act 1992, Biosecurity Act 2014 and other State legislation regulate matters of state environmental significance. Refer also to schedule 10 of the Planning Regulation 2017 for State assessment and referral requirements. Matters of national environmental significance are identified on the Commonwealth Protected Matters Search Tool and interactive mapping. Activities potentially affecting these matters are regulated under the Environment Protection and Biodiversity Conservation Act 1999.*
- *Matters of state environmental significance (MSES) are defined in the State Planning Policy 2017.*

##### 4.3.4.1 Purpose of the overlay

- (1) The purpose of the overlay is to ensure matters of environmental significance and their associated ecological functions and biophysical processes are protected from the impacts of development.

##### 4.3.4.2 Specific assessment benchmarks for assessable development

- (1) Development is to be located, designed and operated to:
  - (a) retain and protect significant values, including areas of habitat that support vulnerable or threatened species or ecological communities, migratory species or critical life cycle stages such as feeding, breeding or roosting; and
  - (b) maintain underlying ecological functions and biophysical processes.
- (2) The functionality, diversity and viability of habitat areas and the values they support are to be protected.
- (3) Development within or near protected areas, declared fish habitat areas and Gulf Country strategic environmental areas is not to diminish their biodiversity or habitat values or ecological or hydrological processes.
- (4) Ecological corridors that facilitate viable wildlife movement between habitat areas, habitat diversity and health are to be retained.
- (5) Development is not to impact on the physical and hydrological integrity, water quality or ecological functions and values of waterways and wetlands.
- (6) Development is to maintain natural surface water and groundwater hydraulic regimes of wetlands and waterways.
- (7) Development is to maintain a vegetated buffer to wetlands and waterways of at least:
  - (a) 50m of the defining banks of the Mitchell, Norman, Staaten, Gilbert, Flinders and Leichardt Rivers;
  - (b) 25m of the defining banks of any other waterway;
  - (c) 50m from the maximum water level of freshwater wetlands; and
  - (d) 100m from the highest astronomical tide line of a tidal wetland.

**Note**—The defining bank can either be the bank or terrace that confines the water before the point of flooding or where there is no bank, the seasonal high water line which represents the point of flooding.

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- (8) Development is not to result in the introduction or spread of pest species (plant or animal), that pose a risk to ecological integrity or disturbance to native flora and fauna.
- (9) Development is to minimise potential for disturbance of wildlife as a result of noise, light, vibration or other sources.
- (10) Development is to minimise and mitigate any other potential direct and indirect impacts on matters of environmental significance.

**Editor's note**—*Environmental offsets for significant residual impacts on matters of state environmental significance are regulated by the Environmental Offsets Act 2014 and Environmental Offsets Regulation 2014.*

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#### 4.3.5 Assessment benchmarks for the heritage overlay

##### 4.3.5.1 Purpose of the overlay

- (1) The purpose of the overlay is to ensure the significant historical or cultural values of heritage places are not to be compromised, diminished or obscured by development on or near the place.

##### 4.3.5.2 Specific assessment benchmarks for assessable development

- (1) Features, places and landscapes of indigenous cultural heritage significance are to be recognised and protected.

###### **Editor's notes**

- *Aboriginal and Torres Strait Islander cultural heritage is protected under the Aboriginal Cultural Heritage Act 2003 and Torres Strait Islander Cultural Heritage Act 2003. These acts require anyone who carries out a land use or activity to exercise a duty of care, which means all reasonable and practicable measures must be taken to ensure Aboriginal or Torres Strait Islander cultural heritage is not harmed*
- *State heritage places are regulated under the Queensland Heritage Act 1992.*

- (2) Heritage places are adaptively reused in a manner that is consistent with the relevant zone and compatible with the heritage values of place.
- (3) Development is undertaken in a way that:
  - (a) is sympathetic to and consistent with the character and appearance of the heritage place;
  - (b) minimises disturbance to the original fabric of the heritage place;
  - (c) provides a sensitive visual distinction between the original heritage place and new work;
  - (d) maintains the visual prominence of the heritage place and its values;
  - (e) does not intrude into important vistas to an existing heritage place; and
  - (f) ensures mechanical plant and other new services have minimal impact on the appearance and integrity of the building.
- (4) Reconfiguring a lot may occur provided it reflects the pattern and lot layout of the original subdivision in the locality and does not:
  - (a) reduce public access to the place; or
  - (b) obscure, diminish or destroy the historical context, the landscape settings or the scale and consistency of the built environment.
- (5) The removal or partial or total demolition, or relocation of a structure at a heritage place only occurs if it can be demonstrated that the:
  - (a) loss of the building or structure will not cause loss of cultural heritage values; or
  - (b) there is no prudent or feasible alternative.

**Editor's note** – *In considering whether there are prudent or feasible alternatives, Council will have regard to whether the place is capable of structural repair as well as safety, health and economic or other relevant considerations.*

- (6) When demolition or relocation of a heritage place occurs, appropriate archival recording is undertaken and new development on the original site incorporates some commemorative element.

**Note** – Local heritage places and heritage areas are identified on the overlay map and listed below.

Table 4.3.5.1 Carpentaria Shire local heritage register

Local place	Description
<p><b>Aboriginal Burial Grounds (Normanton )</b></p> 	<p>The burial grounds reflects the development of the region from the establishment and early development of the town. The place has a strong or special association for Aboriginal people and is important in reflecting the cultural development of the town.</p> <p>Some graves are marked with white crosses and although no names are recorded.</p> <p>The land is owned by the Normanton Aboriginal Land Trust.</p>
<p><b>Stone Pitched Culverts and stone pitched kerb and channelling</b></p> 	<p>The stone culverts, kerb and channel date from the 1880s, early in the town's settlement. They were constructed from stone from the Normanton Quarry located behind the hospital. The gutters start at the Burns Philp Building and can be seen either side of Landsborough Street to the Westpac Bank.</p> <p>The culverts provided early road access to the Normanton wharf and the current hospital site.</p>
<p><b>Chinese Market Gardens</b></p> 	<p>This is the site of market gardens established by early Chinese settlers in Normanton. The land features stone drainage channels.</p>  <p>Hon. J. Mullan Queensland Attorney-General visiting Chinese market gardens in Normanton, 1935. (source: Picture Queensland, State Library of Queensland)</p>

**Editor's note** - State listed heritage places are also shown on the overlay map and include:

- Burke and Wills' Camp B/CXIX and Walker's Camp, Little Bynoe River
- Burns Philp Building (former)
- Normanton Cemetery
- Normanton Gaol
- Normanton Railway Terminus
- Normanton to Croydon Railway Line
- Westpac Bank, Normanton

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## 4.4 Other assessment benchmarks

### 4.4.1 General development assessment benchmarks

#### 4.4.1.1 Purpose

- (1) The purpose of the code is to ensure that development provides services to a standard which is efficient, effective and reflects community expectations, enhances the lifestyle of the community, and minimises impacts on neighbours, the streetscape and the environment.
- (2) Development will be regulated to ensure:
  - (a) the safe, efficient and cost-effective provision and operation of infrastructure networks;
  - (b) the location and design of infrastructure or works minimise impacts on amenity and landscape character;
  - (c) site disturbance and impacts on the natural environment are minimised;
  - (d) infrastructure is provided that is adequate to meet the demand likely to be generated by the development;
  - (e) it is at a scale that is commensurate with the capacity of the strategic road network and provides access in a manner that protects the safety and efficiency of the network;
  - (f) a high standard of water quality and the environmental health of waterways is maintained; and
  - (g) public health and safety are protected.

#### 4.4.1.2 Specific assessment benchmarks for assessable development

##### 4.4.1.2.1 Earthworks

- (1) Excavation and filling is to be undertaken in a way that maintains the amenity and utility of adjoining land, does not introduce contaminants and does not cause any land instability or public safety risk.
- (2) Excavation and filling is not to be carried out within 1.5m of any site boundary;
- (3) Where they constitute operational works, earthworks and retaining structures are to be carried out in accordance with:
  - (a) Australian Standard 3798:1996- Guidelines on earthworks for commercial and residential development; and
  - (b) Section 3 of Australian Standard 4678:2002- Earth retaining structures.

**Editor's note**—Requirements for building works are established by the building assessment provisions.

- (4) In the general residential, rural residential, centre and community facilities zones, retaining walls and other structures used to support filled and excavated areas are to be no more than 750mm in height.
- (5) Earthworks are not to result in ponding on the site or on nearby land, adversely affect the flow of water through an overland flow path.
- (7) The risk of erosion and sedimentation is to be minimised by:
  - (a) progressive rehabilitation of disturbed areas occurs;
  - (b) avoiding long term stockpiling of soil;
  - (c) diverting drainage paths around disturbed areas; and
  - (d) preventing sediments from leaving the site.

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#### 4.4.1.2.2 Water supply, sewerage and stormwater Infrastructure

- (1) Development in the general residential, centre, community facilities and industry zones is to be connected to reticulated water and sewerage. Development in the rural residential zone is to be connected to reticulated water.
- (2) Elsewhere, development is to be provided with:
  - (c) a reliable water supply that is sufficient for the demands generated on site, including a dedicated water supply for fire-fighting purposes of 10,000L; and
  - (d) an on-site system of sewage treatment and disposal that is sufficient for the level of waste water generated on the site.
- (3) Reticulated services are to be provided in a way that is:
  - (a) safe and efficient;
  - (b) maintains the integrity of the external network;
  - (c) does not impose a load on external networks that exceed their capacity; and
  - (d) can be safely, conveniently and cost effectively maintained.
- (4) Where provided on-site, water, waste water and stormwater infrastructure are to be established in a way that ensures public and environmental health, safety, water quality and amenity are maintained.
- (5) All infrastructure required to service development is to be provided in accordance with the standards set out in the FNQROC Development Manual.
- (6) Premises are to be connected to an electricity supply approved by the relevant authority.

#### 4.4.1.2.3 Traffic and access

- (1) Development is to be located on roads that are appropriate for the nature of traffic generated, having regard to the safety and efficiency of the transport network, and the functions and characteristics of the road hierarchy shown on Overlay Map OM10.0 – Road Hierarchy.
- (2) Development is to ensure a safe environment for pedestrians, cyclists and vehicles on the site and external to the site.
- (3) Development is to be provided with vehicle access and manoeuvring sufficient to accommodate the anticipated traffic demand and servicing requirements safely and efficiently.
- (4) Development is to provide parking on-site to accommodate the anticipated demand safely and efficiently. Car parking is to be provided at the rates set out table 4.4.1.1–Vehicle Parking Rates.
- (5) Circulation areas, turning areas and driveways are to comply with Australian Standards AS2890.1 and AS2890.2.
- (6) On-site parking is to be clearly defined, safe and easily accessible. Parking areas are to comply with Australian Standards AS2890.1 and AS2890.2.
- (7) Transport network infrastructure is otherwise to be provided in accordance with the standards set out in the FNQROC Development Manual.

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**Table 4.4.1.1–Vehicle Parking Rates**

Use	Minimum Car Parking Spaces Required
Any use	<ul style="list-style-type: none"> <li>Where within the centre zone, no minimum car parking is required.</li> </ul>
Otherwise:	
Entertainment, food and drink, shop, office, Community, education, health or recreational uses	<ul style="list-style-type: none"> <li>1 space per 100m<sup>2</sup> gross floor area</li> </ul>
Industry activities	<ul style="list-style-type: none"> <li>1 space per 200m<sup>2</sup> gross floor area</li> </ul>
Residential, short term or workforce accommodation or retirement facility	<ul style="list-style-type: none"> <li>1 space per dwelling or accommodation unit</li> </ul>

**4.4.1.2.4 Healthy waters**

**Editor’s note**—A property management plan or environmental management plan, illustrating how environmental impacts will be minimised, may be required to support the proposed development.

- (1) Development is to be located, designed and operated to avoid adverse impacts on environmental values and water quality of groundwater, waterways and surface water storages arising from:
  - (a) altered stormwater quality and hydrology;
  - (b) waste water;
  - (c) the creation or expansion of non-tidal artificial waterways; or
  - (d) the release and mobilisation of nutrients and sediments.
- (2) Development is to achieve the relevant Queensland water quality objectives from the Environmental Protection (Water and Wetland Biodiversity) Policy 2019 when releasing to waters.
- (3) Development involving a site area greater than 2,500m<sup>2</sup> and in the general residential, centre, community facilities and industry zones is to achieve:
  - (a) during construction - the stormwater management design objectives set out in table 4.4.1.2; and
  - (b) post construction - the stormwater management design objectives set out in table 4.4.1.3 or a locally appropriate solution off-site that achieves an equivalent or improved water quality outcome than the objectives set out in table 4.4.1.3.
- (4) Stormwater drainage is provided that has sufficient capacity to safely remove stormwater run-off, in a way that:
  - (a) minimises risk to public safety and property;
  - (b) provides a lawful point of discharge from each lot;
  - (c) minimises ponding;
  - (d) allows for risk associated with potential failures within the system; and
  - (e) allows for practical access for maintenance.

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- (4) Within the areas identified on overlay map OM1.0—acid sulfate soils, the generation or release of acid and metal contaminants into the environment from acid sulfate soils is to be avoided by:
- a. not disturbing acid sulfate soils when excavating or otherwise removing soil or sediment, draining or extracting groundwater, excluding tidal water or filling land; or
  - b. where disturbance of acid sulfate soils cannot be avoided, development:
    - (i) neutralises existing acidity and prevents the generation of acid and metal contaminants; and
    - (ii) prevents the release of surface or groundwater flows containing acid and metal contaminants into the environment.

**Editor's notes**

- *Where assessable works are proposed within the areas identified on overlay map OM1.0 – acid sulfate soils, applicants should undertake an on-site acid sulfate investigation. This is to determine the presence of acid sulfate soil. Applicants should also refer to the National Acid Sulfate Soil Sampling and Identification Methods Manual.  
[https://www.waterquality.gov.au/sites/default/files/documents/sampling-identification-methods\\_1.pdf](https://www.waterquality.gov.au/sites/default/files/documents/sampling-identification-methods_1.pdf)*
- *Where acid sulfate soils cannot reasonably be avoided, investigation results assist in the planning of treatment and remedial activities and must be undertaken in accordance with the Queensland Acid Sulfate Soil Technical Manual Soil Management Guidelines  
<https://www.publications.qld.gov.au/dataset/cf17fb49-0ea5-4dee-82c9-32e09bf1eab5/resource/6d880993-4b80-45e3-9110-5c24fa7a7e75/download/queensland-ass-management-guideline-2014.pdf>.*
- *It is highly recommended that the applicant prepare a practical Acid Sulfate Soil Management Plan for use in monitoring and treating acid sulfate soils*
- *Management may involve:*
  - (a) *treating all disturbed acid sulfate soils are adequately so that they can no longer release acid or heavy metals;*
  - (b) *maintaining the pH of all site any water including discharges and seepage to groundwater between 6.5 and 8.5 (or an agreed pH in line with natural background);*
  - (c) *ensuring waters on the site, including discharges and seepage to groundwater, do not contain elevated levels of soluble metals;*
  - (d) *ensuring there are no visible iron stains, floes or sums in discharge water;*
  - (e) *taking all reasonable actions to ensure that aquatic health is safeguarded; and*
  - (f) *protecting infrastructure such as buried services, pipes, culverts and bridges from acid attack.*

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**Table 4.4.1.2— Stormwater management design objectives Construction phase**

**Editor’s note** – Drainage, erosion and sediment controls should be appropriate to the risk posed by the activity for the relevant climatic region e.g. considering the potential soil loss rate, monthly erosivity or average monthly rainfall.

**Part 1: Stormwater management design objectives**

Issue	Desired outcomes
Drainage control	<ul style="list-style-type: none"> <li>(a) Manage stormwater flows around or through areas of exposed soil to avoid contamination.</li> <li>(b) Manage sheet flows in order to avoid or minimise the generation of rill or gully erosion.</li> <li>(c) Provide stable concentrated flow paths to achieve the construction phase stormwater management design objectives for temporary drainage works (part 2).</li> <li>(d) Provide emergency spillways for sediment basins to achieve the construction phase stormwater management design objectives for emergency spillways on temporary sediment basins (part 3).</li> </ul>
Erosion control	<ul style="list-style-type: none"> <li>(a) Stage clearing and construction works to minimise the area of exposed soil at any one time.</li> <li>(b) Effectively cover or stabilise exposed soils prior to predicted rainfall.</li> <li>(c) Prior to completion of works for the development, and prior to removal of sediment controls, all site surfaces must be effectively stabilised using methods which will achieve effective short-term stabilisation.</li> </ul> <p><b>Editor’s note</b>—An effectively stabilised surface is defined as one that does not or is not likely to result in visible evidence of soil loss caused by sheet, rill or gully erosion or lead to sedimentation water contamination.</p>
Sediment control	<ul style="list-style-type: none"> <li>(a) Direct runoff from exposed site soils to sediment controls that are appropriate to the extent of disturbance and level of erosion risk.</li> <li>(b) All exposed areas greater than 2,500m<sup>2</sup> must be provided with sediment controls which are designed, implemented and maintained to a standard which would achieve at least 80% of the average annual runoff volume of the contributing catchment treated (i.e. 80% hydrological effectiveness) to 50mg/L total suspended solids (TSS) or less, and pH in the range (6.5–8.5).</li> </ul>
Litter, hydrocarbons and other contaminants	<ul style="list-style-type: none"> <li>(a) Remove gross pollutants and litter.</li> <li>(b) Avoid the release of oil or visible sheen to released waters.</li> <li>(c) Dispose of waste containing contaminants at authorised facilities.</li> </ul>
Waterway stability and flood flow management	<ul style="list-style-type: none"> <li>(a) Where measures are required to meet post-construction waterway stability objectives (specified in table 4.4.2, these are either installed prior to land disturbance and are integrated with erosion and sediment controls, or equivalent alternative measures are implemented during construction.</li> <li>(b) Earthworks and the implementation of erosion and sediment controls are undertaken in ways which ensure flooding characteristics (including stormwater quantity characteristics) external to the development site are not worsened during construction for all events up to and including the 1 in 100 year ARI (1% AEP).</li> </ul>

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**Part 2: Stormwater management design objectives for temporary drainage works**

Temporary drainage works	Anticipated operation design life and minimum design storm event		
	< 12 months	12–24 months	> 24 months
Drainage structure	1 in 2 year ARI/50% AEP	1 in 5 year ARI/20% AEP	1 in 10 year ARI/10% AEP
Where located immediately up-slope of an occupied property that would be adversely affected by the failure or overtopping of the structure	1 in 10 year ARI/10% AEP		
Culvert crossing	1 in 1 year ARI/100% AEP		

**Part 3: Stormwater management design objectives for emergency spillways on temporary sediment basins**

Drainage structure	Anticipated operation design life and minimum design storm event		
	< 3 months	3–12 months	> 12 months
Emergency spillways on temporary sediment basins	1 in 10 year ARI/10% AEP	1 in 20 year ARI/5% AEP	1 in 50 year ARI/2% AEP

**Editor’s note** – Refer to IECA 2008 Best Practice Erosion and Sediment Control for details on the application of the construction phase requirements. Advice should be obtained from a suitably qualified person e.g. certified practitioner in erosion and sediment control, or registered professional engineer Queensland, with appropriate knowledge and experience in erosion and sediment control design and implementation.

**Table 4.4.1.3–Post construction phase: stormwater management design objectives**

Design objectives				
Reductions in mean annual load from unmitigated development (%)				
Total suspended solids (TSS)	Total phosphorus (TP)	Total nitrogen (TN)	Gross pollutants >5mm	Waterway stability management
80	60	40	90	Limit the peak 1-year ARI event discharge within the receiving waterway to the pre-development peak 1-year ARI discharge

**Editor’s notes** –

- In lieu of modelling, the default bio-retention treatment area to comply with load reduction targets in 1.5 per cent of the contributing catchment area;
- Water stability objective applies if development drains to an unlined waterway within or downstream of the site where a risk of increased erosion exists due to changes in hydrology.
- The waterway stability objective also applies where there are planned future rehabilitation works to return a lined channel to a natural channel design;
- The SPP State Interest Water Quality Supplementary Implementation Guidance provides advice on the measures that demonstrate compliance with table 4.4.1.3. [https://environment.des.qld.gov.au/\\_\\_data/assets/pdf\\_file/0026/234755/spp-2017-state-interest-wq-supplementary-implementation-guideline.pdf](https://environment.des.qld.gov.au/__data/assets/pdf_file/0026/234755/spp-2017-state-interest-wq-supplementary-implementation-guideline.pdf)

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#### 4.4.1.2.5 Waste and pollutant management

- (1) Development is to provide on-site facilities for the storage and collection of solid wastes that are secure and avoid potential for nuisance.
- (2) Liquid wastes produced by development are to be managed and disposed of so that no risk of nuisance or environmental harm is created.
- (3) Development involving the handling of potential pollutants is to be designed and operated to ensure spills and on-site surface water are captured and treated prior to release to the environment.

#### 4.4.1.2.6 Landscaping

- (1) Landscaping is to be designed, established and maintained to:
  - (a) reinforce existing streetscape character;
  - (b) provide effective shade and screening; and
  - (c) use native and endemic species where possible; and
  - (d) be suited to the tropical climate and able to be maintained with minimal reliance on irrigation.

#### 4.4.1.2.7 Protection of regional infrastructure and stock routes

- (1) Regional infrastructure sites and corridors identified on overlay map OM9 are to be protected from encroachment of development that would compromise the ability of the infrastructure to function safely, efficiently and effectively.
- (2) Development must not prejudice or detract from the operation of the stock route network shown on overlay map OM2 for the moving and agistment of livestock, or diminish its recreation, tourism, environmental, grazing and heritage values.
- (3) The safety of people and property are to be protected from the impacts of existing or former extraction or mining activity.

#### 4.4.1.2.8 Fire hydrants in urban areas for buildings accessed by common private title

- (1) Development is to ensure fire hydrants are installed and located to enable fire services to access water safely, effectively and efficiently.
- (2) Road widths and construction within the development are to be adequate for fire emergency vehicles to gain access to a safe working area close to buildings and near water supplies whether or not on-street parking spaces are occupied.
- (3) Fire hydrants are to be suitably identified so that fire services can locate them at all hours.

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#### 4.4.2 Reconfiguring a lot assessment benchmarks

##### 4.4.2.1 Purpose

- (1) The purpose of the reconfiguring a lot code is to facilitate the development of attractive, accessible, safe and functional neighbourhoods, centres and industrial areas that are consistent with the intended outcomes for the zone in which the land is located.
- (2) Reconfiguration will be regulated to ensure it occurs in a way that makes efficient use of land, facilitates cost effective provision of infrastructure; and protects waterways, wetlands, ecological corridors for the movement of fauna and other significant environmental values.

##### 4.4.2.2 Specific assessment benchmarks for assessable development

**Editor's notes-**

- Some reconfiguration is accepted under the Planning Regulation 2017 schedule 6 part 4, section 22, including amalgamation of lots.
- The assessment benchmarks in the Planning Regulation 2017 schedule 12 apply in the industry zone or general residential zone for the subdivision of one into two lots that are at least the minimum lot size.
- The assessment benchmarks in the Planning Regulation 2017 schedule 12A apply in the general residential zone for the creation of two or more lots

- (1) Lots are to be of a size and dimensions that support the uses intended and create the character and density intended for the zone in which the land is located. Minimum frontage and lot size is to be in accordance with table 4.4.2.1, unless stated otherwise in a zone code.

**Table 4.4.2.1 – Lot Size and Frontage**

Zone	Frontage (m)	Area
General residential zone	12	400m <sup>2</sup>
Rural residential zone	40	5,000m <sup>2</sup>
Centre zone	10	400m <sup>2</sup>
Industry zone	20	2,000m <sup>2</sup>
Community facilities zone	12	400m <sup>2</sup>
Rural zone	200	1000ha

- (2) Where creating new neighbourhoods, the subdivision layout is to ensure public open space and movement networks are interconnected with the surrounding area, are convenient, safe and meet community needs, including and provide:
  - (a) a clear hierarchy of roads linking safely and directly with external roads;
  - (b) an open space network that links with other existing or potential open space;
  - (c) a local park within 400m of all new lots in the general residential zone; and
  - (e) a constructed footpath on at least one side of new roads in the general residential zone.
- (3) Vehicle, cyclist and pedestrian networks are to reduce need for local vehicle trips and ensure walking and cycling are prioritised.
- (4) Subdivision layout is to incorporate effective separation of sensitive land uses from land uses or infrastructure within or external to the site which may impact on their safety or amenity including, but not limited to, regional infrastructure sites and corridors identified on overlay map OM9.

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- (5) Subdivision layout is to retain significant ecological corridors and ensure that development is set back from and protects the habitat values and ecological function values of waterways.
- (6) Street and lot orientation is to facilitate energy-efficient building and site design by:
  - (a) maximising lot orientation to the north and minimising orientation to the west; and
  - (b) maximising access to prevailing breezes.
- (7) All new lots are to be provided with legal access to a constructed public road. A constructed road means:
  - (a) in the general residential, centre, community facilities and industry zone, a sealed road with kerbing and channelling;
  - (b) in a rural residential zone, a sealed road with kerbing and channelling or table drain or similar; and
  - (c) a formed and trafficable road elsewhere.
- (8) The design of each new street, road or intersections is to comply with “Austroads Guide to Traffic Engineering Practice Manuals” to ensure new transport networks are appropriate to their intended use.
- (9) Road reserves are to be designed to accommodate co-location of infrastructure services.
- (10) New roads within the general residential, community facilities or centre zones are to be provided with at least one street tree per 15m on each side.
- (11) A local park is to be provided within 400m of all new lots in the general residential zone.
- (12) Development is not to alter the hydrological regime external to the site and minimises erosion and sediment run-off, including by:
  - (a) minimising clearing and earthworks, and when they occur, ensuring adequate compensatory measures for the hydrological regime;
  - (b) not increasing the rate or volume of run-off;
  - (c) utilising natural flow paths;
  - (d) minimising impervious surfaces;
  - (e) incorporating erosion and sediment control devices to detain and treat run-off to remove sediments and gross pollutants.
- (13) Stormwater drainage is to be provided that has sufficient capacity to safely remove stormwater run-off, in a way that:
  - (a) minimises risk to public safety and property;
  - (b) does not cause nuisance or damage to other lots;
  - (c) minimises ponding;
  - (d) allows for risk associated with potential failures within the system; and
  - (e) allows for practical access for maintenance requirements.

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## SCHEDULES

### Schedule 1 Definitions

- (1) A term used in the planning scheme has the meaning assigned to that term by one of the following:
  - (a) the Planning Act 2016 (the Act)
  - (b) the Interpretation Act 1954
  - (c) the Planning Regulation 2017 (the Regulation)
  - (d) the definitions in Schedule 1 of the planning scheme
  - (e) the ordinary meaning where that term is not defined in any of the above
- (2) In the event a term has been assigned a meaning in more than one of the instruments listed in sub-section 1.4(1), the meaning contained in the instrument highest on the list will prevail.
- (3) A reference in the planning scheme to any act includes any regulation or instrument made under it, and where amended or replaced, if the context permits, means the amended or replaced act.
- (4) A reference in the planning scheme to a specific resource document or standard, means the latest version of the resource document or standard.

#### SC1.1 Use definitions

*Editor's note—Use terms are defined in the Planning Regulation 2017 - Regulated Requirements*

Column 1 Use term	Column 2 Definition
<b>Adult store</b>	means the use of premises for the primary purpose of displaying or selling— (a) sexually explicit materials; or (b) products and devices that are associated with, or used in, a sexual practice or activity.
<b>Agricultural supplies store</b>	means the use of premises for the sale of agricultural supplies and products.  <i>Examples of agricultural supplies and products—                      animal feed, bulk veterinary supplies, chemicals, farm clothing, fertilisers, irrigation materials, saddlery, seeds</i>
<b>Air service</b>	means the use of premises for— (a) the arrival or departure of aircraft; or (b) housing, servicing, refuelling, maintaining or repairing aircraft; or (c) the assembly and dispersal of passengers or goods on or from an aircraft; or (d) training and education facilities relating to aviation; or (e) aviation facilities; or (f) an activity that— (i) is ancillary to an activity or facility stated in paragraphs (a) to (e); and (ii) directly services the needs of aircraft passengers.  <i>Examples of an air service—                      airport, air strip, helipad</i>

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Column 1 Use term	Column 2 Definition
<b>Animal husbandry</b>	<p>means the use of premises for—</p> <p>(a) producing animals or animal products on native or improved pastures or vegetation; or</p> <p>(b) a yard, stable, temporary holding facility or machinery repairs and servicing, if the use is ancillary to the use in paragraph (a).</p> <p><i>Examples of animal husbandry—</i> <i>cattle stud, grazing of livestock, non-feedlot dairy</i></p>
<b>Animal keeping</b>	<p>means the use of premises for—</p> <p>(a) boarding, breeding or training animals; or</p> <p>(b) a holding facility or machinery repairs and servicing, if the use is ancillary to the use in paragraph (a).</p> <p><i>Examples of animal keeping—</i> <i>aviary, cattery, kennel, stables, wildlife refuge</i></p>
<b>Aquaculture</b>	<p>means the use of premises for cultivating, in a confined area, aquatic animals or plants for sale.</p> <p><u>S</u>ee the Fisheries Act, schedule 1</p>
<b>Bar</b>	<p>means the use of premises, with seating for 60 or less people, for—</p> <p>(a) selling liquor for consumption on the premises; or</p> <p>(b) an entertainment activity, or preparing and selling food and drink for consumption on the premises, if the use is ancillary to the use in paragraph (a).</p>
<b>Brothel</b>	<u>S</u> ee the <i>Prostitution Act 1999</i> , schedule 4.
<b>Bulk landscape supplies</b>	means the use of premises for the bulk storage and sale of mainly non-packaged landscaping and gardening supplies, including, for example, soil, gravel, potting mix or mulch.
<b>Caretaker's accommodation</b>	means the use of premises for a dwelling for a caretaker of a non-residential use on the same premises.
<b>Car wash</b>	means the use of premises for the commercial cleaning of motor vehicles.
<b>Cemetery</b>	means the use of premises for the interment of bodies or ashes after death.
<b>Childcare centre</b>	<p>means the use of premises for the care, education and minding, but not residence, of children.</p> <p><i>Examples of a childcare centre—</i> <i>before or after school care, crèche, early childhood centre, kindergarten, vacation care</i></p>
<b>Club</b>	<p>means the use of premises for—</p> <p>(a) an association established for social, literary, political, sporting, athletic or other similar purposes; or</p>

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Column 1 Use term	Column 2 Definition
	(b) preparing and selling food and drink, if the use is ancillary to the use in paragraph (a)
<b>Community care centre</b>	<p>(a) means the use of premises for—</p> <ul style="list-style-type: none"> <li>(i) providing social support to members of the public; or</li> <li>(ii) providing medical care to members of the public, if the use is ancillary to the use in subparagraph (i); but</li> </ul> <p>(b) does not include the use of premises for providing accommodation to members of the public.</p> <p><i>Examples of a community care centre—</i>  <i>disability support service, drop-in centre, respite centre, indigenous support centre</i></p>
<b>Community residence</b>	<p>(a) means the use of premises for residential accommodation for—</p> <ul style="list-style-type: none"> <li>(i) no more than—                             <ul style="list-style-type: none"> <li>(A) 6 children, if the accommodation is provided as part of a program or service under the Youth Justice Act 1992; or</li> <li>(B) 6 persons who require assistance or support with daily living needs; and</li> </ul> </li> <li>(ii) no more than 1 support worker; and</li> </ul> <p>(b) includes a building or structure that is reasonably associated with the use in paragraph (a).</p>
<b>Community use</b>	<p>means the use of premises for—</p> <ul style="list-style-type: none"> <li>(a) providing artistic, social or cultural facilities or community services to the public; or</li> <li>(b) preparing and selling food and drink, if the use is ancillary to the use in paragraph (a).</li> </ul> <p><i>Examples of a community use—</i>  <i>art gallery, community centre, community hall, library, museum</i></p>
<b>Crematorium</b>	means the use of premises for the cremation or aquamation of bodies.
<b>Cropping</b>	<p>means the use of premises for—</p> <ul style="list-style-type: none"> <li>(a) growing and harvesting plants, or plant material, that are cultivated in soil, for commercial purposes; or</li> <li>(b) harvesting, storing or packing plants or plant material grown on the premises, if the use is ancillary to the use in paragraph (a); or</li> <li>(c) repairing and servicing machinery used on the premises, if the use is ancillary to the use in paragraph (a).</li> </ul> <p><i>Examples of cropping—</i>  <i>forestry for wood production, fodder and pasture production, producing fruit, nuts, vegetables and grains, plant fibre production, sugar cane growing, vineyard</i></p>
<b>Detention facility</b>	<p>means the use of premises for the lawful detention of persons.</p> <p><i>Example of a detention facility—</i></p>

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Column 1 Use term	Column 2 Definition
	<i>correctional facility</i>
<b>Dual occupancy</b>	(a) means a residential use of premises involving— (i) 2 dwellings (whether attached or detached) on a single lot or 2 dwellings (whether attached or detached) on separate lots that share a common property; and (ii) any domestic outbuilding associated with the dwellings; but (b) does not include a residential use of premises that involves a secondary dwelling.
<b>Dwelling house</b>	means a residential use of premises involving— (a) 1 dwelling and any domestic outbuildings associated with the dwelling; or (b) 2 dwellings, 1 of which is a secondary dwelling, and any domestic outbuildings associated with either dwelling.
<b>Dwelling unit</b>	means the use of premises containing a non-residential use for a single dwelling, other than a dwelling for a caretaker of the non-residential use.
<b>Educational establishment</b>	means the use of premises for— (a) training and instruction to impart knowledge and develop skills; or (b) student accommodation, before or after school care, or vacation care, if the use is ancillary to the use in paragraph (a).  <i>Examples of an educational establishment—                      college, outdoor education centre, primary school, secondary school, special education facility, technical institute, university</i>
<b>Emergency services</b>	means the use of premises by a government entity or community organisation to provide— (a) essential emergency services; or (b) disaster management services; or (c) management support facilities for the services.  <i>Examples of emergency services—                      ambulance station, evacuation centre, fire station, police station</i>
<b>Environment facility</b>	(a) means the use of premises for a facility for the appreciation, conservation or interpretation of an area of cultural, environmental or heritage value; but (b) does not include the use of premises to provide accommodation for tourists and travellers.
<b>Extractive industry</b>	means the use of premises for— (a) extracting or processing extractive resources; and (b) any related activities, including, for example, transporting the resources to market.
<b>Food and drink outlet</b>	means the use of premises for— (a) preparing and selling food and drink for consumption on or off the premises; or

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Column 1 Use term	Column 2 Definition
	<p>(b) providing liquor for consumption on or off the premises, if the use is ancillary to the use in paragraph (a).</p> <p><i>Examples of a food and drink outlet—                      cafe, coffee shop, drive-through facility, kiosk, milk bar, restaurant, snack bar, takeaway shop, tearoom</i></p>
<b>Function facility</b>	<p>means the use of premises for—</p> <p>(a) receptions or functions; or</p> <p>(b) preparing and providing food and liquor for consumption on the premises as part of a reception or function</p>
<b>Funeral parlour</b>	<p>(a) means the use of premises for—</p> <p>(i) arranging and conducting funerals, memorials and other similar events; or</p> <p>(ii) a mortuary; or</p> <p>(iii) storing and preparing bodies for burial or cremation; but</p> <p>(b) does not include the use of premises for the burial or cremation of bodies.</p>
<b>Garden centre</b>	<p>means the use of premises for—</p> <p>(a) selling plants; or</p> <p>(b) selling gardening and landscape products and supplies that are mainly in pre-packaged form; or</p> <p>(c) a food and drink outlet that is ancillary to the use in paragraph (a).</p>
<b>Hardware and trade supplies</b>	<p>means the use of premises for selling, displaying or hiring hardware and trade supplies, including, for example, house fixtures, timber, tools, paint, wallpaper or plumbing supplies.</p>
<b>Health care service</b>	<p>means the use of premises for medical purposes, paramedical purposes, alternative health therapies or general health care, if overnight accommodation is not provided on the premises.</p> <p><i>Examples of a health care service—                      dental clinic, medical centre, physiotherapy clinic</i></p>
<b>High impact industry</b>	<p>means the use of premises for an industrial activity—</p> <p>(a) that is the manufacturing, producing, processing, repairing, altering, recycling, storing, distributing, transferring or treating of products; and</p> <p>(b) that a local planning instrument applying to the premises states is a high impact industry; and</p> <p>(c) that complies with any thresholds for the activity stated in a local planning instrument applying to the premises, including, for example, thresholds relating to the number of products manufactured or the level of emissions produced by the activity</p>

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Column 1 Use term	Column 2 Definition
<b>Home-based business</b>	means the use of a dwelling or domestic outbuilding on premises for a business activity that is subordinate to the residential use of the premises.
<b>Hospital</b>	means the use of premises for— (a) the medical or surgical care or treatment of patients, whether or not the care or treatment requires overnight accommodation; or (b) providing accommodation for patients; or (c) providing accommodation for employees, or any other use, if the use is ancillary to the use in paragraph (a) or (b).
<b>Hotel</b>	(a) means the use of premises for— (i) selling liquor for consumption on the premises; or (ii) a dining or entertainment activity, or providing accommodation to tourists or travellers, if the use is ancillary to the use in subparagraph (i); but (b) does not include a bar.
<b>Indoor sport and recreation</b>	means the use of premises for a leisure, sport or recreation activity conducted wholly or mainly indoors.  <i>Examples of indoor sport and recreation—                      amusement parlour, bowling alley, gymnasium, squash court</i>
<b>Intensive animal industry</b>	(a) means the use of premises for— (i) the intensive production of animals or animal products, in an enclosure, that requires food and water to be provided mechanically or by hand; or (ii) storing and packing feed and produce, if the use is ancillary to the use in subparagraph (i); but (b) does not include the cultivation of aquatic animals.  <i>Examples of intensive animal industry—                      feedlot, piggery, poultry and egg production</i>
<b>Intensive horticulture</b>	(a) means the use of premises for— (i) the intensive production of plants or plant material carried out indoors on imported media; or (ii) the intensive production of plants or plant material carried out outside using artificial lights or containers; or (iii) storing and packing plants or plant material grown on the premises, if the use is ancillary to the use in subparagraph (i) or (ii); but (b) does not include the cultivation of aquatic plants.  <i>Examples of intensive horticulture—                      greenhouse, hydroponic farm, mushroom farm</i>
<b>Landing</b>	means the use of premises for a structure— (a) for mooring, launching, storing and retrieving vessels; and (b) from which passengers embark and disembark.

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Column 1 Use term	Column 2 Definition
<b>Low impact industry</b>	<p>means the use of premises for an industrial activity—</p> <p>(a) that is the manufacturing, producing, processing, repairing, altering, recycling, storing, distributing, transferring or treating of products; and</p> <p>(b) that a local planning instrument applying to the premises states is a low impact industry; and</p> <p>(c) that complies with any thresholds for the activity stated in a local planning instrument applying to the premises, including, for example, thresholds relating to the number of products manufactured or the level of emissions produced by the activity.</p>
<b>Major electricity infrastructure</b>	<p>(a) means the use of premises for—</p> <p>(i) a transmission grid or supply network; or</p> <p>(ii) a telecommunication facility, if the use is ancillary to the use in subparagraph (i); but</p> <p>(b) does not include the use of premises for a supply network or private electricity works stated in in the Planning Regulation 2017, schedule 6, section 26(5), unless the use involves—</p> <p>(i) a new zone substation or bulk supply substation; or</p> <p>(ii) the augmentation of a zone substation or bulk supply substation that significantly increases the input or output standard voltage.</p>
<b>Major sport, recreation and entertainment facility</b>	<p>means the use of premises for large-scale events, including, for example, major sporting, recreation, conference or entertainment events.</p> <p><i>Examples of a major sport, recreation and entertainment facility—                      convention centre, exhibition centre, horse racing facility, sports stadium</i></p>
<b>Marine industry</b>	<p>means the use of waterfront premises for—</p> <p>(a) manufacturing, storing, repairing or servicing vessels or maritime infrastructure; or</p> <p>(b) providing fuel or disposing of waste, if the use is ancillary to the use in paragraph (a).</p> <p><i>Examples of marine industry—                      boat building, boat storage, dry dock</i></p>
<b>Market</b>	<p>means the use of premises on a regular basis for—</p> <p>(a) selling goods to the public mainly from temporary structures, including, for example, stalls, booths or trestle tables; or</p> <p>(b) providing entertainment, if the use is ancillary to the use in paragraph (a).</p>
<b>Medium impact industry</b>	<p>means the use of premises for an industrial activity—</p> <p>(a) that is the manufacturing, producing, processing, repairing, altering, recycling, storing, distributing, transferring or treating of products; and</p> <p>(b) that a local planning instrument applying to the premises states is a medium impact industry; and</p> <p>(c) that complies with any thresholds for the activity stated in a local planning instrument applying to the premises, including, for example,</p>

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Column 1 Use term	Column 2 Definition
	thresholds relating to the number of products manufactured or the level of emissions produced by the activity.
<b>Motor sport facility</b>	<p>means the use of premises for—</p> <p>(a) organised or recreational motor sports; or</p> <p>(b) facilities for spectators, including, for example, stands, amenities and food and drink outlets, if the use is ancillary to the use in paragraph (a).</p> <p><i>Examples of a motor sport facility—</i>  <i>car race track, go-kart track, trail bike park, 4WD park</i></p>
<b>Multiple dwelling</b>	means a residential use of premises involving 3 or more dwellings, whether attached or detached.
<b>Nature-based tourism</b>	<p>means the use of premises for a tourism activity, including accommodation for tourists, for the appreciation, conservation or interpretation of—</p> <p>(a) an area of environmental, cultural or heritage value; or</p> <p>(b) a local ecosystem; or</p> <p>(c) the natural environment.</p> <p><i>Examples of nature-based tourism—</i>  <i>environmentally responsible accommodation facilities including cabins, huts, lodges and tents</i></p>
<b>Nightclub entertainment facility</b>	<p>means the use of premises for—</p> <p>(a) providing entertainment that is cabaret, dancing or music; or</p> <p>(b) selling liquor, and preparing and selling food, for consumption on the premises, if the use is ancillary to the use in paragraph (a)</p>
<b>Office</b>	<p>(a) means the use of premises for—</p> <p>(i) providing an administrative, financial, management or secretarial service or function; or</p> <p>(ii) the practice of a profession; or</p> <p>(iii) providing business or professional advice or services; but</p> <p>(b) does not include the use of premises for making, selling or hiring goods.</p> <p><i>Examples of an office— bank, real estate agency</i></p>
<b>Outdoor sales</b>	<p>means the use of premises for—</p> <p>(a) displaying, selling, hiring or leasing vehicles, boats, caravans, machinery, equipment or other similar products, if the use is mainly conducted outdoors; or</p> <p>(b) repairing, servicing, selling or fitting accessories for the products stated in paragraph (a), if the use is ancillary to the use in paragraph (a).</p>
<b>Outdoor sport and recreation</b>	means the use of premises for—

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Column 1 Use term	Column 2 Definition
	<p>(a) a recreation or sporting activity that is carried on outdoors and requires areas of open space; or</p> <p>(b) providing and selling food and drink, change room facilities or storage facilities, if the use is ancillary to the use in paragraph (a).</p> <p><i>Examples of outdoor sport and recreation— cricket oval, driving range, golf course, swimming pool, tennis court</i></p>
<b>Outstation</b>	<p>means the use of premises for—</p> <p>(a) cultural or recreation activities by Aboriginal people or Torres Strait Islanders; or</p> <p>(b) facilities for short-term or long-term camping activities, if the use is ancillary to the use in paragraph (a).</p>
<b>Park</b>	<p>means the use of premises, accessible to the public free of charge, for sport, recreation and leisure activities and facilities.</p>
<b>Parking station</b>	<p>means the use of premises for parking vehicles, other than parking that is ancillary to another use.</p>
<b>Party house</b>	<p>means premises containing a dwelling that is used to provide, for a fee, accommodation or facilities for guests if—</p> <p>(a) guests regularly use all or part of the premises for parties (bucks parties, hens parties, raves, or wedding receptions, for example); and</p> <p>(b) the accommodation or facilities are provided for a period of less than 10 days; and</p> <p>(c) the owner of the premises does not occupy the premises during that period.</p>
<b>Permanent plantation</b>	<p>means the use of premises for growing, but not harvesting, plants for carbon sequestration, biodiversity, natural resource management or another similar purpose</p>
<b>Place of worship</b>	<p>means the use of premises for—</p> <p>(a) organised worship and other religious activities; or</p> <p>(b) social, education or charitable activities, if the use is ancillary to the use in paragraph (a).</p>
<b>Port service</b>	<p>means the use of premises for—</p> <p>(a) the arrival and departure of vessels; or</p> <p>(b) the movement of passengers or goods on or off vessels; or</p> <p>(c) storing, servicing, maintaining or repairing vessels; or</p> <p>(d) ancillary uses that directly service the needs of passengers of the vessels.</p>
<b>Relocatable home park</b>	<p>means the use of premises for—</p> <p>(a) relocatable dwellings for long-term residential accommodation; or</p> <p>(b) amenity facilities, food and drink outlets, a manager’s residence, or recreation facilities for the exclusive use of residents, if the use is ancillary to the use in paragraph (a).</p>

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Column 1 Use term	Column 2 Definition
<b>Renewable energy facility</b>	(a) means the use of premises for the generation of electricity or energy from a renewable energy source, including, for example, sources of bioenergy, geothermal energy, hydropower, ocean energy, solar energy or wind energy; but (b) does not include the use of premises to generate electricity or energy to be used mainly on the premises.
<b>Research and technology industry</b>	means the use of premises for an innovative or emerging industry that involves designing and researching, assembling, manufacturing, maintaining, storing or testing machinery or equipment.  <i>Examples of research and technology industries —aeronautical engineering, biotechnology industries, computer component manufacturing, computer server facilities, energy industries, medical laboratories</i>
<b>Residential care facility</b>	means the use of premises for supervised accommodation, and medical and other support services, for persons who— (a) can not live independently; and (b) require regular nursing or personal care.  <i>Examples of a residential care facility — convalescent home, nursing home</i>
<b>Resort complex</b>	means the use of premises for— (a) tourist and visitor accommodation that includes integrated leisure facilities; or  <i>Examples of integrated leisure facilities—bars, meeting and function facilities, restaurants, sporting and fitness facilities</i>  (b) staff accommodation that is ancillary to the use in paragraph (a); or (c) transport facilities for the premises, including, for example, a ferry terminal or air service.
<b>Retirement facility</b>	means a residential use of premises for— (a) accommodation for older members of the community, or retired persons, in independent living units or serviced units; or (b) amenity and community facilities, a manager’s residence, health care and support services, preparing food and drink or staff accommodation, if the use is ancillary to the use in paragraph (a).
<b>Roadside stall</b>	means the use of premises for the roadside display and sale of goods in a rural area.
<b>Rooming accommodation</b>	means the use of premises for— (a) residential accommodation, if each resident— (i) has a right to occupy 1 or more rooms on the premises; and (ii) does not have a right to occupy the whole of the premises; and (iii) does not occupy a self-contained unit, as defined under the Residential Tenancies and Rooming Accommodation Act 2008,

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Column 1 Use term	Column 2 Definition
	<p>schedule 2, or has only limited facilities available for private use; and</p> <p>(iv) shares other rooms, facilities, furniture or equipment outside of the resident's room with 1 or more other residents, whether or not the rooms, facilities, furniture or equipment are on the same or different premises; or</p> <p>(b) a manager's residence, an office or providing food or other services to residents, if the use is ancillary to the use in paragraph (a).</p> <p><i>Examples of rooming accommodation—boarding house, hostel, monastery, off-site student accommodation</i></p>
<b>Rural industry</b>	<p>means the use of premises for—</p> <p>(a) storing, processing or packaging products from a rural use carried out on the premises or adjoining premises; or</p> <p>(b) selling products from a rural use carried out on the premises or adjoining premises, if the use is ancillary to the use in paragraph (a).</p>
<b>Rural workers' accommodation</b>	<p>means the use of premises for accommodation, whether or not self-contained, for employees of a rural use, if the premises, and the premises where the rural use is carried out, are owned by the same person.</p>
<b>Sales office</b>	<p>means the use of premises for the temporary display of land parcels or buildings that—</p> <p>(a) are for sale or proposed to be sold; or</p> <p>(b) can be won as a prize in a competition</p>
<b>Service industry</b>	<p>means the use of premises for an industrial activity that—</p> <p>(a) does not result in off-site air, noise or odour emissions; and</p> <p>(b) is suitable for location with other non-industrial uses.</p> <p><i>Examples of service industries— audio visual equipment repair, bicycle repairs, clock and watch repairs, computer repairs, dry cleaning, film processing, hand engraving, jewellery making, laundromat, locksmith, picture framing, shoe repairs, tailor</i></p>
<b>Service station</b>	<p>means the use of premises for—</p> <p>(a) selling fuel, including, for example, petrol, liquid petroleum gas, automotive distillate or alternative fuels; or</p> <p>(b) a food and drink outlet, shop, trailer hire, or maintaining, repairing, servicing or washing vehicles, if the use is ancillary to the use in paragraph (a).</p>
<b>Shop</b>	<p>means the use of premises for—</p> <p>(a) displaying, selling or hiring goods; or</p> <p>(b) providing personal services or betting to the public.</p> <p><i>Examples of a shop—betting agency, corner store, department store, discount variety store, hair dressing salon, liquor store, supermarket</i></p>

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Column 1 Use term	Column 2 Definition
<b>Shopping centre</b>	means the use of premises for an integrated shopping complex consisting mainly of shops.
<b>Short-term accommodation</b>	short-term accommodation— (a) means the use of premises for— (i) providing accommodation of less than 3 consecutive months to tourists or travellers; or (ii) a manager’s residence, office, or recreation facilities for the exclusive use of guests, if the use is ancillary to the use in subparagraph (i); but (b) does not include a hotel, nature-based tourism, resort complex or tourist park.
<b>Showroom</b>	showroom means the use of premises for the sale of goods that are of— (a) a related product line; and (b) a size, shape or weight that requires— (i) a large area for handling, display or storage; and (ii) direct vehicle access to the building that contains the goods by members of the public, to enable the loading and unloading of the goods.  <i>Examples of a showroom—bulk stationary supplies, bulky goods sales, bulk home supplies, motor vehicle sales showroom</i>
<b>Special industry</b>	means the use of premises for an industrial activity— (a) that is the manufacturing, producing, processing, repairing, altering, recycling, storing, distributing, transferring or treating of products; and (b) that a local planning instrument applying to the premises states is a special industry; and (c) that complies with any thresholds for the activity stated in a local planning instrument applying to the premises, including, for example, thresholds relating to the number of products manufactured or the level of emissions produced by the activity
<b>Substation</b>	means the use of premises— (a) as part of a transmission grid or supply network to— (i) convert or transform electrical energy from one voltage to another; or (ii) regulate voltage in an electrical circuit; or (iii) control electrical circuits; or (iv) switch electrical current between circuits; or (b) for a telecommunications facility for— (i) works as defined under the Electricity Act, section 12(1); or (ii) workforce operational and safety communications.
<b>Telecommunications facility</b>	means the use of premises for a facility that is capable of carrying communications and signals by guided or unguided electromagnetic energy.

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Column 1 Use term	Column 2 Definition
<b>Theatre</b>	<p>means the use of premises for—</p> <ul style="list-style-type: none"> <li>(a) presenting movies, live entertainment or music to the public; or</li> <li>(b) the production of film or music; or</li> <li>(c) the following activities or facilities, if the use is ancillary to a use in paragraph (a) or (b)—                             <ul style="list-style-type: none"> <li>(i) preparing and selling food and drink for consumption on the premises;</li> <li>(ii) facilities for editing and post-production;</li> <li>(iii) facilities for wardrobe, laundry and make-up;</li> <li>(iv) set construction workshops;</li> <li>(v) sound stages.</li> </ul> </li> </ul> <p><i>Example of a theatre—cinema, concert hall, film studio, music recording studio</i></p>
<b>Tourist attraction</b>	<p>means the use of premises for—</p> <ul style="list-style-type: none"> <li>(a) providing entertainment to, or a recreation facility for, the general public; or</li> <li>(b) preparing and selling food and drink for consumption on the premises, if the use is ancillary to the use in paragraph (a).</li> </ul> <p><i>Examples of a tourist attraction—theme park, zoo</i></p>
<b>Tourist park</b>	<p>means the use of premises for—</p> <ul style="list-style-type: none"> <li>(a) holiday accommodation in caravans, self-contained cabins, tents or other similar structures; or</li> <li>(b) amenity facilities, a food and drink outlet, a manager’s residence, offices, recreation facilities for the use of occupants and their visitors, or staff accommodation, if the use is ancillary to the use in paragraph (a).</li> </ul>
<b>Transport depot</b>	<p>means the use of premises for—</p> <ul style="list-style-type: none"> <li>(a) storing vehicles, or machinery, that are used for a commercial or public purpose; or</li> <li>(b) cleaning, repairing or servicing vehicles or machinery, if the use is ancillary to the use in paragraph (a).</li> </ul> <p><i>Examples of a transport depot—using premises to store buses, taxis, trucks, heavy vehicles or heavy machinery</i></p>
<b>Utility installation</b>	<p>means the use of premises for—</p> <ul style="list-style-type: none"> <li>(a) a service for supplying or treating water, hydraulic power or gas; or</li> <li>(b) a sewerage, drainage or stormwater service; or</li> <li>(c) a transport service; or</li> <li>(d) a waste management service; or</li> <li>(e) a maintenance depot, storage depot or other facility for a service stated in paragraphs (a) to (d).</li> </ul>
<b>Veterinary service</b>	<p>means the use of premises for—</p> <ul style="list-style-type: none"> <li>(a) the medical or surgical treatment of animals; or</li> </ul>

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Column 1 Use term	Column 2 Definition
	(b) the short-term stay of animals, if the use is ancillary to the use in paragraph (a).
<b>Warehouse</b>	means the use of premises for— (a) storing or distributing goods, whether or not carried out in a building; or (b) the wholesale of goods, if the use is ancillary to the use in paragraph (a).  <i>Examples of a warehouse—self-storage facility, storage yard</i>
<b>Wholesale nursery</b>	means the use of premises for— (a) the wholesale of plants grown on or next to the premises; or (b) selling gardening materials, if the use is ancillary to the use in paragraph (a).
<b>Winery</b>	means the use of premises for— (a) making wine; or (b) selling wine that is made on the premise
<b>Workforce accommodation</b>	(a) means the use of premises for— (i) accommodation that is provided for persons who perform work as part of— (A) a resource extraction project; or (B) a project identified in a planning scheme as a major industry or infrastructure project; or (C) a rural use; or (ii) recreation and entertainment facilities for persons residing at the premises and their visitors, if the use is ancillary to the use in subparagraph (i); but (b) does not include rural workers' accommodation.

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### SC1.2 Grouped use definitions

<b>Critical uses</b>	critical uses include: (a) Emergency services (b) Hospital (c) Major electricity infrastructure (d) Renewable energy facility (e) Substation (f) Telecommunications facility (g) Utility installation
<b>Vulnerable uses</b>	vulnerable uses include: (a) Animal keeping (kennels or catteries) (b) Child care centre (c) Community care centre (d) Community residence (e) Community use (f) Crematorium (g) Detention facility (h) Educational establishment (i) Funeral parlour (j) Hospital (k) Relocatable home park (l) Residential care facility (m) Retirement facility (n) Rooming accommodation

### SC1.3 Industry thresholds

The industry thresholds listed below are to be used in conjunction with the defined use terms for low impact industry, medium impact industry, high impact industry and special industry listed in SC1.1.

Column 1 Use	Column 2 Additional examples include
<b>Low impact industry</b>	(a) Repairing and servicing motor vehicles, including mechanical components, radiators, electrical components, wheel alignments, exhausts, tyres, suspension or air conditioning, not including spray painting; (b) Repairing and servicing lawn mowers and outboard engines; (c) Fitting and turning workshop; (d) Assembling or fabricating products from sheet metal or welding steel, producing less than 10 tonnes a year and not including spray painting; (e) Assembling wood products not involving cutting, routing, sanding or spray painting; (f) Dismantling automotive or mechanical equipment, not including debonding brake or clutch components.
<b>Medium impact industry</b>	(a) Metal foundry producing less than 10 tonnes of metal castings per annum;

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Column 1 Use	Column 2 Additional examples include
	<ul style="list-style-type: none"> <li>(b) Boiler making or engineering works producing less than 10,000 tonnes of metal product per annum;</li> <li>(c) Facility for the storage and distribution of dangerous goods not involving manufacturing processes and not a major hazard facility under the <i>Work Health and Safety Act 2001</i>;</li> <li>(d) Abrasive blasting facility using less than 10 tonnes of abrasive material per annum;</li> <li>(e) Enamelling workshop using less than 15,000 litres of enamel per annum;</li> <li>(f) Galvanising works using less than 100 tonnes of zinc per annum;</li> <li>(g) Anodising or electroplating workshop where tank area is less than 400 square metres;</li> <li>(h) Powder coating workshop using less than 500 tonnes of coating per annum;</li> <li>(i) Spray painting workshop (including spray painting vehicles; plant, equipment or boats) using less than 20,000 litres of paint per annum;</li> <li>(j) Scrap metal yard (not including a fragmentiser), dismantling automotive or mechanical equipment including debonding brake or clutch components;</li> <li>(k) Manufacturing clay or ceramic products including bricks, tiles, pipes and pottery goods, less than 200 tonnes per annum;</li> <li>(l) Processing, smoking, drying, curing, milling, bottling or canning food, beverages or pet food, less than 200 tonnes per annum;</li> <li>(m) Vegetable oil or oilseed processing in works with a design production capacity of less than 1,000 tonnes per annum;</li> <li>(n) Manufacturing wooden products including cabinet making, joinery and wood working, where producing less than 500 tonnes per annum;</li> <li>(o) Manufacturing medium density fibreboard, chipboard, particle board, plywood, laminated board or wood veneer products, less than 250 tonnes per annum;</li> <li>(p) Sawmilling, wood chipping and kiln drying timber and logs, producing less than 500 tonnes per annum;</li> <li>(q) Recycling and reprocessing batteries;</li> <li>(r) Repairing or maintaining boats;</li> <li>(s) Manufacturing substrate for mushroom growing;</li> <li>(t) Manufacturing or processing plaster, producing less than 5,000 tonnes per annum;</li> <li>(u) Recycling or reprocessing tyres including retreading;</li> <li>(v) Printing advertising material, magazines, newspapers, packaging and stationery;</li> <li>(w) Manufacturing fibreglass, foam plastic, composite plastic or rigid fibre-reinforced plastic or plastic products, less than 5 tonnes per annum (except fibreglass boats, tanks and swimming pools);</li> <li>(x) Manufacturing PET, PETE, polypropylene and polystyrene plastic or plastic products, less than 10,000 tonnes per annum;</li> <li>(y) Reconditioning metal or plastic drums;</li> </ul>

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Column 1 Use	Column 2 Additional examples include
	<ul style="list-style-type: none"> <li>(z) Glass fibre manufacture less than 200 tonnes per annum;</li> <li>(aa) Manufacturing glass or glass products, where not glass fibre, less than 250 tonnes per annum;</li> <li>(bb) Concrete batching and producing concrete products.</li> </ul>
<b>High impact industry</b>	<ul style="list-style-type: none"> <li>(a) Metal foundry producing 10 tonnes or greater of metal castings per annum;</li> <li>(b) Boiler making or engineering works producing 10,000 tonnes or greater of metal product per annum;</li> <li>(c) Major hazard facility for the storage and distribution of dangerous goods not involving manufacturing processes;</li> <li>(d) Scrap metal yard including a fragmentiser;</li> <li>(e) Manufacturing clay or ceramic products including bricks, tiles, pipes and pottery goods, greater than 200 tonnes per annum;</li> <li>(f) Processing, smoking, drying, curing, milling, bottling or canning food, beverages or pet food, greater than 200 tonnes per annum;</li> <li>(g) Vegetable oil or oilseed processing in works with a design production capacity of greater than 1,000 tonnes per annum;</li> <li>(h) Manufacturing wooden products including cabinet making, joinery and wood working, producing greater than 500 tonnes per annum;</li> <li>(i) Manufacturing medium density fibreboard, chipboard, particle board, plywood, laminated board or wood veneer products, 250 tonnes or greater per annum;</li> <li>(j) Sawmilling, wood chipping and kiln drying timber and logs, producing greater than 500 tonnes per annum;</li> <li>(k) Manufacturing or processing plaster, producing greater than 5,000 tonnes per annum;</li> <li>(l) Enamelling workshop using 15,000 litres or greater of enamel per annum;</li> <li>(m) Galvanising works using 100 tonnes or greater of zinc per annum;</li> <li>(n) Anodising or electroplating workshop where tank area is 400 square metres or greater;</li> <li>(o) Powder coating workshop using 500 tonnes or greater of coating per annum;</li> <li>(p) Spray painting workshop (including spray painting vehicles, plant, equipment or boats) using 20,000 litres or greater of paint per annum;</li> <li>(q) Treating timber for preservation using chemicals including copper, chromium, arsenic, borax and creosote;</li> <li>(r) Manufacturing soil conditioners by receiving, blending, storing, processing, drying or composting organic material or organic waste, including animal manures, sewage, septic sludges and domestic waste;</li> <li>(s) Manufacturing fibreglass pools, tanks and boats;</li> <li>(t) Manufacturing, fibreglass, foam plastic, composite plastic or rigid fibre-reinforced plastic or plastic products, 5 tonnes or greater per annum (except fibreglass boats, tanks and swimming pools);</li> <li>(u) Manufacturing PET, PETE, polypropylene and polystyrene plastic or plastic products, 10,000 tonnes or greater per annum;</li> </ul>

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Column 1 Use	Column 2 Additional examples include
	(v) Manufacturing tyres, asbestos products, asphalt, cement; glass or glass fibre, mineral wool or ceramic fibre; (w) Abattoir; (x) Recycling chemicals, oils or solvents; (y) Manufacturing batteries; (z) Manufacturing wooden products including cabinet making, joinery, wood working, producing greater than 500 tonnes per annum; (aa) Abrasive blasting facility using 10 tonnes or greater of abrasive material per annum; (bb) Glass fibre manufacture producing 200 tonnes or greater per annum; (cc) Manufacturing glass or glass products, where not glass fibre, less than 250 tonnes per annum; (dd) Distilling alcohol in works producing greater than 2,500 litres per annum; (ee) Sugar milling or refining.
<b>Special industry</b>	(a) Oil refining or processing; (b) Producing, refining or processing gas or fuel gas; (c) Power station; (d) Producing, quenching, cutting, crushing or grading coke; (e) Waste incinerator; (f) Pulp or paper manufacturing; (g) Tobacco processing; (h) Tannery or works for curing animal skins, hides or finishing leather; (i) Textile manufacturing, including carpet manufacturing, wool scouring or carbonising, cotton milling, or textile bleaching, dyeing or finishing; (j) Rendering plant; (k) Manufacturing chemicals, poisons and explosives; (l) Manufacturing fertilisers involving ammonia; (m) Manufacturing polyvinyl chloride plastic.

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### SC1.4 Administrative definitions

Column 1 Administrative term	Column 2 Definition
<b>Adjoining premises</b>	means premises that share a common boundary, including premises that meet at a single point on a common boundary.
<b>Advertising device</b>	(a) means a permanent sign, structure or other device used, or intended to be used, for advertising; and  (b) includes a structure, or part of a building, the primary purpose of which is to support the sign, structure or device.
<b>Affordable housing</b>	means housing that is appropriate to the needs of households with low to moderate incomes, if the members of the households will spend no more than 30% of gross income on housing costs.
<b>Average width</b>	of a lot, means the distance, measured in metres, between the midpoint on each side boundary of the lot.
<b>Basement</b>	means a space—  (a) between a floor level in a building and the floor level that is immediately below it; and  (b) no part of which is more than 1m above ground level.
<b>Boundary clearance</b>	means the distance between a building or structure on premises and the boundary of the premises, measured from the part of the building or structure that is closest to the boundary, other than a part that is—  (a) an architectural or ornamental attachment; or (b) a rainwater fitting. Examples—  1 If the fascia of a building is the part of the building that is closest to the boundary, the boundary clearance is the distance between the outside of the fascia and the boundary.  2 If a point on the roof of a building is the part of the building that is closest to the boundary, the boundary clearance is the distance between that point on the roof and the boundary.
<b>Building height</b>	of a building, means—  (a) the vertical distance, measured in metres, between the ground level of the building and the highest point on the roof of the building, other than a point that is part of an aerial, chimney, flagpole or load-bearing antenna; or  (b) the number of storeys in the building above ground level.
<b>Defined flood level</b>	means the level to which it is reasonably expected flood waters may rise (under Building Regulation 2021, section 8). In Carpentaria Shire the defined flood level is taken to be:

ROUGH PLAN

Column 1 Administrative term	Column 2 Definition
	<p>(a) RL<u>6.38-8</u>m in Normanton, <u>Lilyvale (being land in the rural residential zone)</u>, and surrounds shown on maps OM7.3 and 7.4;</p> <p>(b) RL<u>3.7m4-5</u> in Karumba and surrounds shown on map OM7.5, 7.6 and 7.7; and</p> <p>(c) elsewhere the level to which water would rise in a 1% AEP event.</p> <p><i>Editor's note – Where (c) applies, the 1% AEP event level will need to be determined by a site specific flood study. Such a study is to be prepared by the development proponent to a standard acceptable to Council.</i></p>
<b>Development footprint</b>	<p>for development, means a part of the premises that the development relates to, including, for example, any part of the premises that, after the development is carried out, will be covered by—</p> <p>(a) buildings or structures, measured to their outermost projection; or</p> <p>(b) landscaping or open space; or</p> <p>(c) facilities relating to the development; or</p> <p>(d) on-site stormwater drainage or wastewater treatment; or</p> <p>(e) a car park, road, access track or area used for vehicle movement; or</p> <p>(f) another area of disturbance.</p>
<b>Domestic outbuilding</b>	<p>means a non-habitable class 10a building that is—</p> <p>(a) a shed, garage or carport; and</p> <p>(b) ancillary to a residential use carried out on the premises where the building is.</p>
<b>Dwelling</b>	<p>means all or part of a building that—</p> <p>(a) is used, or capable of being used, as a self-contained residence; and</p> <p>(b) contains—</p> <p>(i) food preparation facilities; and</p> <p>(ii) a bath or shower; and</p> <p>(iii) a toilet; and</p> <p>(iv) a wash basin; and</p> <p>(v) facilities for washing clothes.</p>
<b>Gross floor area</b>	<p>for a building, means the total floor area of all storeys of the building, measured from the outside of the external walls and the centre of any common walls of the building, other than areas used for—</p> <p>(a) building services, plant or equipment; or</p> <p>(b) access between levels; or</p> <p>(c) a ground floor public lobby; or</p> <p>(d) a mall; or</p> <p>(e) parking, loading or manoeuvring vehicles; or</p> <p>(f) unenclosed private balconies, whether roofed or not.</p>

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Column 1 Administrative term	Column 2 Definition
<b>Ground level</b>	means— (a) the level of the natural ground; or (b) if the level of the natural ground has changed, the level as lawfully changed.
<b>Household</b>	means 1 or more individuals who live together in a dwelling.
<b>Minor building work</b>	means building work that increases the gross floor area of a building by no more than the lesser of the following— (a) 50m <sup>2</sup> ; (b) an area equal to 5% of the gross floor area of the building.
<b>Minor electricity infrastructure</b>	development for a supply network or for private electricity works that form an extension of, or provide service connections to, properties from the network, if the network operates at standard voltages up to and including 66kV, other than development for— (a) a new zone substation or bulk supply substation; or (b) the augmentation of a zone substation or bulk supply substation that significantly increases the input or output standard voltage.
<b>Outermost projection</b>	<b>outermost projection</b> , of a building or structure, means the outermost part of the building or structure, other than a part that is— (a) a retractable blind; or (b) a fixed screen; or (c) a rainwater fitting; or (d) an ornamental attachment.
<b>Plot ratio</b>	<b>plot ratio</b> means the ratio of the gross floor area of a building on a site to the area of the site.
<b>Secondary dwelling</b>	means a dwelling on a lot that is used in conjunction with, but subordinate to, another dwelling on the lot, whether or not the dwelling is— (a) attached to the other dwelling; or (b) occupied by individuals who are related to, or associated with, the household of the other dwelling.
<b>Sensitive land use</b>	Has the meaning defined in the Planning Regulation 2017 <b>Editor's note</b> – <i>The definition in the Planning Regulation 2017 is as follows:</i> sensitive land use means— (a) caretaker's accommodation; or (b) a childcare centre; or (c) a community care centre; or

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Column 1 Administrative term	Column 2 Definition
	(d) a community residence; or (e) a detention facility; or (f) a dual occupancy; or (g) a dwelling house; or (h) a dwelling unit; or (i) an educational establishment; or (j) a health care service; or (k) a hospital; or (l) a hotel, to the extent the hotel provides accommodation for tourists or travellers; or (m) a multiple dwelling; or (n) a relocatable home park; or (o) a residential care facility; or (p) a resort complex; or (q) a retirement facility; or (r) rooming accommodation; or (s) rural workers' accommodation; or (t) short-term accommodation; or (u) a tourist park; or (v) workforce accommodation.
<b>Setback</b>	<b>setback</b> , for a building or structure, means the shortest distance, measured horizontally, between the outermost projection of the building or structure to the vertical projection of the boundary of the lot where the building or structure is.
<b>Site</b>	<b>site</b> , of development, means the land that the development is to be carried out on.  <i>Examples—</i>  If development is to be carried out on part of a lot, the site of the development is that part of the lot. If development is to be carried out on part of 1 lot and part of an adjoining lot, the site of the development is both of those parts.
<b>Site cover</b>	<b>site cover</b> , of development, means the portion of the site, expressed as a percentage, that will be covered by a building or structure, measured to its outermost projection, after the development is carried out, other than a building or structure, or part of a building or structure, that is—  (a) in a landscaped or open space area, including, for example, a gazebo or shade structure; or (b) a basement that is completely below ground level and used for car parking; or (c) the eaves of a building; or (d) a sun shade.
<b>Storey</b>	(a) means a space within a building between 2 floor levels, or a floor level and a ceiling or roof, other than— (i) a space containing only a lift shaft, stairway or meter room; or

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Column 1 Administrative term	Column 2 Definition
	(ii) a space containing only a bathroom, shower room, laundry, toilet or other sanitary compartment; or (iii) a space containing only a combination of the things stated in subparagraph (i) or (ii); or (iv) a basement with a ceiling that is not more than 1m above ground level; and (b) includes— (i) a mezzanine; and (ii) a roofed structure that is on, or part of, a rooftop, if the structure does not only accommodate building plant and equipment.
<b>Temporary use</b>	means a use that— (a) is carried out on a non-permanent basis; and (b) does not involve the construction of, or significant changes to, permanent buildings or structures.

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## Schedule 2 Mapping Index

Map number	Map title
<b>Strategic framework map series</b>	
SFM1	Strategic Framework Map
<b>Zone map series</b>	
ZM1.0	Zoning Map
<b>Overlay map series</b>	
OM1.0	Acid Sulfate Soils Overlay Map
OM2.0	Agricultural Land Overlay Map
OM3.0	Airport Overlay Map
OM4.0	Bushfire Hazard Overlay Map
OM5.1	Coastal Hazard Overlay – Erosion Prone Areas Map
OM5.2	Coastal Hazard Overlay – Storm Tide Hazard Areas Map
OM6.0	Environmental Significance Overlay Map
OM7.0	Flood Hazard Overlay Map
OM8.0	Heritage Overlay Map
OM9.0	Regional Infrastructure Overlay Map
OM10.0	Road Hierarchy Overlay Map

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## Schedule 3 Notations required under the Planning Act 2016

### SC3.1 Development approval substantially inconsistent with the planning scheme

No approvals substantially inconsistent with the planning scheme have been granted to date.

### SC3.2 Variation approvals

No variation approvals have been granted to date.

### SC3.3 Superseded planning scheme requests

No superseded planning scheme requests have been granted to date.

### SC3.4 Notation for designation of premises for development of infrastructure

No premises have been the subject of an infrastructure designation

## BUSINESS PAPERS

### 10 REPORTS FROM DIRECTOR OF CORPORATE SERVICES

#### 10.1 DCS REPORT

**Attachments:**

- 10.1.1. Local Laws Report - November 2023 [↓](#)
- 10.1.2. Registered Plan [↓](#)
- 10.1.3. Karumba Airport Proposed Strategic Lands Extension [↓](#)
- 10.1.4. Karumba Airport Plan showing existing leases [↓](#)
- 10.1.5. Fuel Stocktake - Period 10 [↓](#)
- 10.1.6. Synergy Stocktake [↓](#)

**Author:** Julianne Meier - Director Corporate Services

**Date:** 5 December 2023

**Key Outcome:** A well governed, responsive Council, providing effective leadership and management, and respecting community values

**Key Strategy:** Maintain a focus on integrity, Accountability and Transparency in all that we do

#### Executive Summary:

This report provides information and updates to Council on various activities and programs that are facilitated within the Director of Corporate Services portfolio.

#### RECOMMENDATION:

That Council:

1. receive and note the Director of Corporate Services Report; and
2. that those matters not covered by a resolution be noted.

#### Background:

##### 1. Actions Outstanding from Previous Meetings

Date:	Ref:	Action	Status	Comment
		Liaise with relevant parties to improve connectivity at Normanton Rodeo Grounds	Ongoing	Ongoing – reported fault with Telstra about service dropouts. Officers to discussed issue with Telstra to see if we can increase bandwidth during specific events, however, have been advised we already have the maximum bandwidth. Officers are preparing to submit another grant for connectivity.
Apr 23		Raw Water Policy	In Progress	In liaison with MWW, the policy is now in draft. We do not expect to finalise until the Declared Service Areas have been mapped by the Water and Waste team.

## BUSINESS PAPERS

Jan 23	Waste behind Karumba Transfer Station in Karumba	Ongoing	Hoping to secure funding to support the clean-up of waste behind the Karumba Transfer Station that has accumulated over several years. Discussing options with DOE, may consider moving part of this with the cyclone clean up.
Apr 23	Agistment Agreements	In Progress	Modernise agreements, confirm tenure and capacity to lease, go to market. 29/8/23 Have resumed discussions with Preston.
Aug 23	GB Cemetery Masterplan	In Progress	To handover current state to new Director. Seeking quotations for: <ul style="list-style-type: none"> <li>• Karumba Cemetery fencing</li> <li>• Survey of Karumba Cemetery site and road reserve.</li> </ul> The area is under State Management Land and subject to Native Title. Have now received mapping from surveyor with burial sites identified by ground penetrating radar overlaid. Next step is to have this overlaid on masterplans for both cemeteries. Currently seeking quotations from Place Design Group.
Aug 23	Weed spraying of calotrope around Karumba Transfer Station	Started and ongoing	Have commenced spraying weeds around Karumba Transfer Station, and plan to continue until area becomes inaccessible. Working on an annual plan to clear some infestations from Karumba.
Aug 23	Karumba Children's Centre Inc.	In Progress	Funding sourced to construct building on Council Land. Confirm ownership of building, prior to significant maintenance works being carried out. Refer to the section in this report for further advice.
Sep 23	Wi-Fi Access point in Council's Boardroom	Not Started	Discussing options with Managed Service Provider.--
Oct 23	Set up a Disaster Relief Reserve	Complete	To establish a reserve in the accounts and initiate a transfer to Reserves for the trust funds to be transferred to a cash backed reserve, rather than to the general fund.

## 2. Budget Update

The 2023/2024 budget was adopted at the 22<sup>nd</sup> June 2023 Budget Meeting. An extract of the budget areas of responsibility of the Directorate are shown below.

## BUSINESS PAPERS

Row Labels	Sum of Current Budget	Sum of YTD Actual	Sum of Order Value	Sum of Total Actual
<b>Operating Expenditure</b>				
Animal Control	85,237	12,449	0	12,449
Cemeteries	54,900	39,390	1,955	41,345
Corporate Services	50,000	0	35,000	35,000
Environmental Health	19,400	6,395	0	6,395
Information Technology	735,932	301,713	16,789	318,502
Local Laws	120,206	33,166	0	33,166
Major Opex	0	10	0	10
Mosquito Control	51,000	0	0	0
Pensioner Housing	43,000	23,699	0	23,699
Pest Management Operations	143,881	91,590	5,767	97,357
Property And Leases	5,000	897	0	897
Stores & Purchasing	453,631	141,849	1,296	143,146
Wages On-Costs	0	1,472	5,100	6,572
Weed Control	366,272	40,773	4,000	44,773
<b>Operating Expenditure Total</b>	<b>2,128,458</b>	<b>693,404</b>	<b>69,907</b>	<b>763,311</b>
<b>Operating Income</b>				
Animal Control	-2,000	-925	0	-925
Cemeteries	-20,000	-7,318	0	-7,318
Environmental Health	-2,500	-2,300	0	-2,300
Local Laws	-27,500	-1,361	0	-1,361
Pensioner Housing	-27,000	0	0	0
Property And Leases	-83,000	-7,343	0	-7,343
Staff Housing	-253,500	-71,307	0	-71,307
<b>Operating Income Total</b>	<b>-415,500</b>	<b>-90,554</b>	<b>0</b>	<b>-90,554</b>
<b>Grand Total</b>	<b>1,712,958</b>	<b>602,850</b>	<b>69,907</b>	<b>672,757</b>

Row Labels	Sum of Current Budget	Sum of YTD Actual	Sum of Order Value	Sum of Total Actual
<b>Operating Expenditure</b>				
Admin And Customer Service	553,997	186,892	4,807	191,699
Financial Services	1,263,068	441,499	113,258	554,757
Payroll	50,000	190,437	20,291	210,728
Rates Management	206,385	87,928	2,788	90,716
Records Management	193,533	43,121	851	43,972
Wages On-Costs	-1,400,617	-140,014	0	-140,014
<b>Operating Expenditure Total</b>	<b>866,367</b>	<b>809,863</b>	<b>141,995</b>	<b>951,858</b>
<b>Operating Income</b>				
Admin And Customer Service	-500	-2,535	0	-2,535
Financial Services	-5,997,084	-667,760	0	-667,760
Rates Management	-4,699,000	-2,384,184	0	-2,384,184
<b>Operating Income Total</b>	<b>-10,696,584</b>	<b>-3,054,479</b>	<b>0</b>	<b>-3,054,479</b>
<b>Grand Total</b>	<b>-9,830,217</b>	<b>-2,244,615</b>	<b>141,995</b>	<b>-2,102,620</b>

### 3. Program Update

#### Local Laws

## BUSINESS PAPERS

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The stats are attached for review.

Impounding of animals has continued to be steady, with all impounded cats being euthanized. A number of impounded dogs have also been euthanized, but some have been rehomed.

This month the ranger spent a lot of time disposing of rats, with an estimated 230 from Normanton and 2,650 from Karumba.

Following a request from the public, a stallion has been removed from the township and a fence has been erected on old Croydon Road to prevent bulls coming to town.

There have been two abandoned vehicles released, and the release fee was paid. One dog was declared menacing during the month and the fee was paid.

### Wild Dog Bounty

A number of bounties have been paid out since a slow start in July. The following table shows the number of bounties paid and the remaining budget. 117.5% of the original \$10,000 budget has been paid out.

Month	Bounty Scheme 2023 to 2024		
	Wild dogs (Qty claimed)	Monthly Total	Budget Remaining
Jul-23		0	10,000
Aug-23	15	750	9,250
Sep-23	85	4,250	5,000
Oct-23	50	2,500	2,500
Nov-23	85	4,250	-1,750
Dec-23		0	-1,750
Jan-24		0	-1,750
Feb-24		0	-1,750
Mar-24		0	-1,750
Apr-24		0	-1,750
May-24		0	-1,750
Jun-24		0	-1,750
<b>Total</b>	<b>235</b>	<b>11,750</b>	<b>-1,750</b>

A separate report has been prepared, for a review of the Policy.

### **Pest and Weed Management**

#### 1080 Baiting

Round 2 of the baiting program has been completed. One property had requested baiting at the end of November, however the weather has prevented this from going ahead.

#### Weeds

Some weed spraying in the Karumba area across from the Recreation Club on the following dates:

- 15 to 17<sup>th</sup> November 2023 – Karumba
- 27<sup>th</sup> to 29<sup>th</sup> November 2023 – Karumba

Target species are Neem Tree, Calotrope, Chinese Apple, Rubber Vine, and Rain Tree. The target area is right side of road heading into Karumba, opposite to the Golf Course.

## **BUSINESS PAPERS**

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For information.

### **4. Other Items**

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#### Stores Stocktake – Fuel

A stock take of fuel has been undertaken at the end of period 10. There was a minor variance. Cyclic stock takes are planned to be conducted each swing, so any significant variances are identified early.

There are two pods not out at camp where physical dips have not been performed, (P6902 & P6907). These pods are expected to be dipped next swing.

For information.

#### Karumba Airport Hangar Lease

Council has received an enquiry regarding a hangar lease at the Karumba Airport. We have advised that lots I and K are available, as Wrenn has lease J. Discussions are in progress to prepare a lease document.

The relevant documents are attached for information.

#### Karumba Children's Centre Inc.

The Karumba Children's Centre entered into a lease arrangement with Council in 2012 for a term of 30 years. The building is requiring some maintenance, and there has been concerns around who is responsible for performing this. I have sought advice from Preston Law which has been provided in a separate report.

### **5. Audit**

---

#### Internal Audit

The Internal Audit Plan for financial years 2023 to 2025 sets out what areas Council intends to audit over the next three years. In the 2023/24 year there are the following phases:

1. Procurement Policy Review
2. Process mapping workflows, including internal control gateways
3. Business practice re-alignment
  - a. Procurement Compliance – batch testing
  - b. Purchase requisitioning and goods receipting practices

Item 1 and 3a has been finalised and was presented as a separate report in October for review.

Work is ongoing with the other items.

For information.

#### **Consultation (Internal/External):**

- Mark Crawley - Chief Executive Officer
- Local Laws Officer – Phil Grieve
- Internal Auditor – Pacifica
- Rural Lands Officer – Carl Casey

## **BUSINESS PAPERS**

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**Legal Implications:**

- *Local Government Regulation 2012*
- *Local Government Act 2009*

**Financial and Resource Implications:**

- Contained within the report.

**Risk Management Implications:**

- Risk is considered low, to ordinary operations of Council.

<b>2023/2024 Local Laws Reporting</b>															
Month	New Animal Registrations				Impounded Animals				Euthanized Animals						
	Ntn	Kba	Ntn	Kba	Dogs	Cats	Other	Ntn	Kba	Ntn	Kba	Ntn	Kba		
Jul-23	3	10			6	0	62	30		5	0	62	30		
Aug-23	0	0			8	0	45	25		6	0	45	25		
Sep-23	3	0			5	0	45	18		4	0	45	18		
Oct-23	3	0			6	0	35	4		3	0	35	4		
Nov-23	3	0			4	0	52	25	230rats	3	0	52	25		
Dec-23															
Jan-24															
Feb-24															
Mar-24															
Apr-24															
May-24															
Jun-24															
<b>Total</b>	<b>12</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>239</b>	<b>102</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>239</b>	<b>102</b>	<b>0</b>	<b>0</b>

2023/2024 Local Laws Reporting														
Month	Illegal Campers		Snakes removed		Overgrown Allotment notices		Abandoned Vehicles		Pound Release fees		Infringements Issued		Fines Collected	
	Ntn	Kba	Ntn	Kba	Ntn	Kba	Ntn	Kba	Ntn	Kba	Ntn	Kba	Ntn	Kba
Jul-23	0	1	5	2										
Aug-23	0	2	4	1					-	-	-	-	-	-
Sep-23	0	1	7	1					-	-	-	-	-	-
Oct-23	0	0	3	0					-	-	-	-	-	-
Nov-23	0	0	5	2					-	-	-	-	\$629.00	-
Dec-23									-	-	-	-	-	-
Jan-24									-	-	-	-	-	-
Feb-24									-	-	-	-	-	-
Mar-24									-	-	-	-	-	-
Apr-24									-	-	-	-	-	-
May-24									-	-	-	-	-	-
Jun-24									-	-	-	-	-	-
<b>Total</b>	<b>0</b>	<b>4</b>	<b>24</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>629</b>	<b>0</b>



Land Title Act 1994; Land Act 1994 Form 2IB Version 2  (Dealing No.)		<b>WARNING : Folded or Mutilated Plans will not be accepted.                  Plans may be rolled.                  Information may not be placed in the outer margins.</b>		
		Sheet <span style="border: 1px solid black; padding: 2px;">2</span> of <span style="border: 1px solid black; padding: 2px;">2</span>		
		4. Lodged by  (Include address, phone number, reference, and Lodger Code)		
Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
50348821	Lot 48 on SP127905	-	-	Leases I to O
Leases I to O do not affect any other leases registered against CT 50348821 as at 28/06/2021.				
<b>SURVEY REPORT</b>  The objective of Survey Plan SP311941 is to establish the land boundary framework for the management and commercial valuation of a number of proposed Term Leases at the Karumba Airport.				
<b>BOUNDARY REINSTATEMENT REPORT</b>  The survey document search has included the following plans in chronological order : SP127905, SP136517, DP139307, DP251178, SP280702 & DP304966.  The surround perimeter boundary of the subject allotment has been established & reinstated directly from existing monuments and survey infrastructure with no departures from information already on the Public Record.  Upon project completion, long-period Static GNSS measurements were observed for the purposes of enhanced MGA2020 (Zone 54) meridian rotation.				
		Date of Development Approval: <b>6. Building Format Plans only.</b> I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining * lots and road  Cadastral Surveyor/Director * Date *delete words not required		
		<b>7. Lodgement Fees :</b> Survey Deposit                   \$ ..... Lodgement                           \$ ..... ..... New Titles                   \$ ..... Photocopy                           \$ ..... Postage                               \$ ..... TOTAL                               \$ .....		
2. Orig Grant Allocation :  3. References : Dept File : Local Govt : Surveyor : 20054	5. Passed & Endorsed : By : AUSNORTH CONSULTANTS PTY LTD (ACN 116 510 028) Date : 28/06/2021 <i>[Signature]</i> Signed : Designation : Cadastral Surveyor/Director		8. Insert Plan Number <div style="text-align: right; font-size: 1.2em; font-weight: bold;">SP311941</div>	

# KARUMBA AIRPORT - PROPOSED STRATEGIC LANDS EXCISION

DWG.20054/ROL/01

481774.24E 8070698.07N (Zone 54)

482862.52E 8070699.02N (Zone 54)



481775.24E 8069579.33N (Zone 54)

482863.46E 8069580.28N (Zone 54)

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**Queensland Globe**



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0 100 metres  
Scale: 1:4000

Printed at: A3  
Print date: 19/8/2020  
Datum: Geocentric Datum of Australia 1994  
Projection: Web Mercator EPSG 102100  
For more information, visit <https://qldglobe.information.qld.gov.au/help-info/contact-us.html>

 **Queensland Government**  
Department of Natural Resources, Mines and Energy



**UEL RECONCILIATION END OF PERIOD**

Period No. 10

**DSL Tanks and Pods**

Dates:

03/11/2023 - 16/11/2023

Tank	Pod	Pod Size	Synergy Location	Synergy Stock Closing	Physical Stock	Variance	Camp	Comments
DSL9760		12,000	3	3,021	3,021	0	Woondoola	
DSL9761		12,000	4	2,372	2,372	0	Inkerman	
DSL9762		12,000	5	5,633	5,627	-7	Middle Camp	
DSL9763		12,000	6	391	390	-1	Middle Camp	
DSL9764		12,000	7	7,125	7,125	0	Deadcalf	
DSL9765		12,000	8	6,148	6,148	0	Donors Hill	
358		1,000	24	1,025	1,025	0	Not Used	
6906		800	10	127	128	2	Deadcalf	
6907		800	11			0	Inactive	
6909		800	13	0	0	0	Stabiliser Middle	
6910		600	14	0	0	-0	Stabiliser Middle	
6011			16	0	0	-0	Woondoola	
6018		400	18	58	58	0	Inkerman	
6012		400	17	-17	0	17	Inkerman	
6930		600	35	285	285	0	Donors Hill	
6920		600	36			0	Woondoola	
6911		600	38	157	157	0	Woondoola	
6025		700	39	53	47	-6	Middle Camp	
6026		600	41	-403	0	403	Inkerman	320 from DSL1 and diff amount from 9762?
<b>TOTAL</b>				<b>25,976</b>	<b>26,384</b>	<b>408</b>		

could not trace the extra amount for P6026 - Correct amount from P9762 sheets to P6025 but correctly written on P6025 sheet.

stocktake - Completed stocktake to Physical counts apart from P6902 & P6907. Will not alter energy until located.

Prepared By:

Karen Troy

Signature:



Works Coordinatr Michael Sceresini/Shane Stark

Signature:



Director of Corporate Services: Julianne Meier

Signature:

**APPROVED**

By Julianne Meier at 12:21 pm, Dec 05, 2023

Date: 5/12/2023  
 Time: 11:21:55AM

Carpentaria Shire Council  
 STOCK TAKE TRANSACTION LISTING

USER: Karen.Trov  
 Page 1 of 1

Batch: 9925 Posting Year: 23/24 Posting Period: 06

Seq #	Stock #	Description	Trans Date	Trans Type	Quantity	Unit Price	Value	Overhead
<b>10 POD 6906</b>								
1	SDSL	Diesel	5/12/2023	STA	1.61	2.14	3.43	
5	SDSL	Diesel			-0.01	2.11	-0.02	
8	SDSL	Diesel			17.44	2.37	41.39	
34	SDSL	Diesel			-5.99	2.47	893.36	
36	SDSL	Diesel			403.04	2.25	950.07	
37	SDSL	Diesel			-6.64	2.34	-15.61	
38	SDSL	Diesel			-1.00	2.47	-2.48	
<b>TOTAL</b>					<b>408.45</b>		<b>1,870.14</b>	

## **BUSINESS PAPERS**

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### **10.2 MONTHLY FINANCIAL REPORT - NOVEMBER 2023**

**Attachments:** 10.2.1. Monthly Financial Statement November 2023 [↓](#)  
10.2.2. Cash November 2023 [↓](#)  
10.2.3. Rates and Service Charges Receivable Report [↓](#)

**Author:** Jade Nacario - Manager Finance and Administration

**Date:** 6 December 2023

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**Key Outcome:** A well governed, responsive Council, providing effective leadership and management, and respecting community values

**Key Strategy:** Maintain a focus on integrity, Accountability and Transparency in all that we do

---

#### **Executive Summary:**

Presentation of the financial report for 30 November 2023 as required under section 204 of the *Local Government Regulation 2012*. The report is presented for noting and indicates whether Council is progressing satisfactorily against its current budget.

#### **RECOMMENDATION:**

That Council accepts the Monthly Financial Report, as required under section 204 of the *Local Government Regulation 2012* for the period ended 30 November 2023.

#### **FINANCIAL REPORT**

The Monthly Finance Reports are prepared in accordance with the reporting requirements of the *Local Government Act 2009* and *Local Government Regulation 2012 s204*.

The following reports for 30 November 2023 are attached for Council's information.

- Statement of Comprehensive Income
- Statement of Comprehensive Income by Category
- Statement of Financial Position
- Cashflow Statement

## BUSINESS PAPERS

### Sustainability Ratios

Indicator	Target	Formula	30 November 2023	Comment
<b>Current Ratio</b> Is Council able to pay off its short-term liabilities with its current assets?	1.5-3.0	Current Assets/Current Liabilities	1.93	Council has 1.82 more current assets than current liabilities
<b>Operating Surplus Ratio</b> Does Council have sufficient operating revenue to meet Council operating costs?	Between 0 & 10%	Surplus/(Deficit) from Operations / Recurrent Revenue	(19.86%)	The budget projection is at -9.4%.
<b>Cash Expense Ratio</b> Has Council properly planned for when payments associated with Council activities are due? Indicates the number of months council can continue paying its immediate expenses without additional cash flows	3 to 6 months	Cash at Bank / Expected cash operating costs for one month	3.83	Indicates Council can pay its operating expenses on the next five months with current cash balance. <b>Note:</b> Based on 23.24 budget and using Council total cash at bank less cash reserves
<b>EBITDA Ratio</b> (Earnings Before Income Tax, Depreciation and Amortisation)	Breakeven	Operating Result + Depreciation + QTC Finance Costs / Operating Revenue	\$(1,154,322)	The EBIDA Ratio indicates Council's revenue is higher than operating expenses by \$(1,154,322).

### Statement of Comprehensive Income

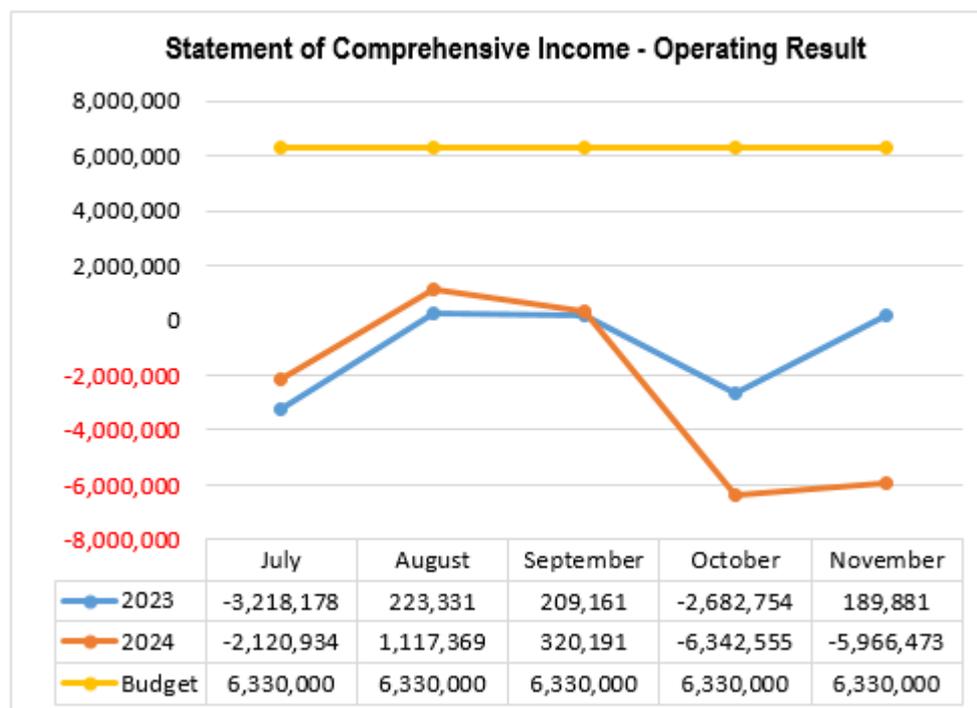
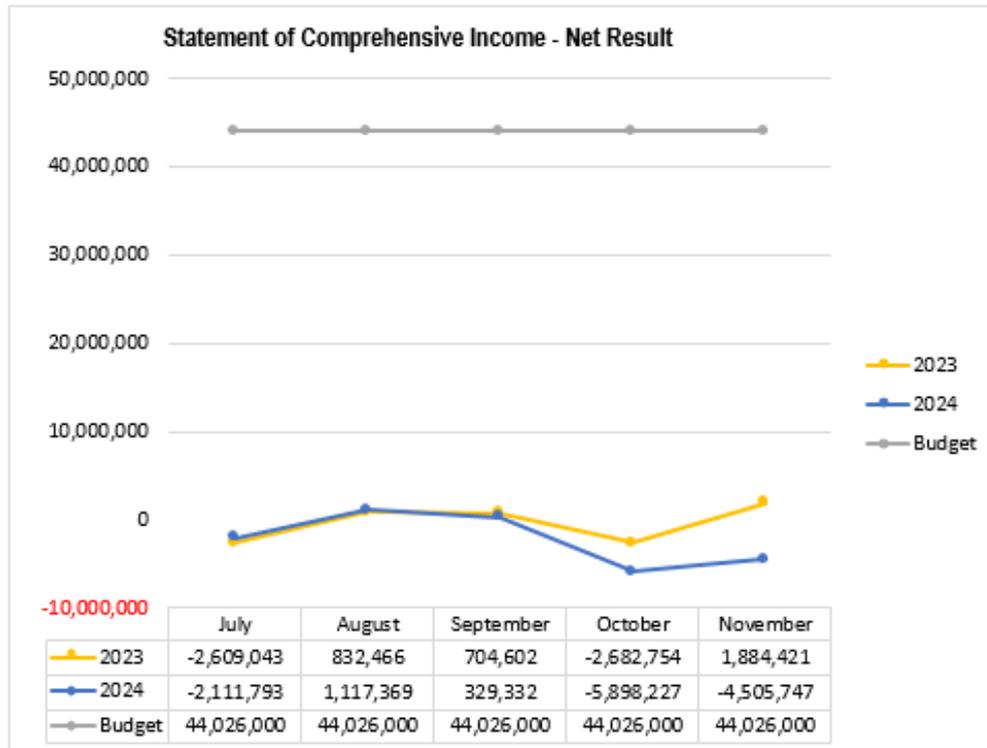
For the fifth month of the financial year 2023/2024, the comprehensive income statement net result indicated a deficit of \$4,505,747. This is the sum of \$30,048,681 in recurrent revenue, \$36,015,153 in recurrent expenditure and \$1,460,726 in capital revenue.

	Actual (1 July 2023 to 30 November 2023)	Budget (1 July 2023 to 30 June 2024)
Recurrent Revenue	30,048,681	67,539,000
Recurrent Expenses	36,015,153	73,689,000
<b>Net Operating</b>	<b>(5,966,473)</b>	<b>(6,150,000)</b>
Capital Revenue	1,460,726	50,356,000
Capital Expense	0	0
<b>Net Result</b>	<b>(4,505,747)</b>	<b>44,026,000</b>

\*Please see attached Comprehensive Income Statement for details.

## BUSINESS PAPERS

The graph below shows the Net Result for the period, with prior year comparatives, against the budget.



## BUSINESS PAPERS

The Statement of Comprehensive Income shows a variance column which is only an indicator of where Council's operational budget is.

Item	Actual	Budget	%	Analysis																										
Rates	4,089,301	8,918,000	45.85%	<p>↑ Actual is higher than budgeted amount.</p> <p>Council levies rates and service charges twice yearly, in August (covering the period 1 July to 31 December) and February (covering the period 1 January to 30 June). The actual amount is the revenue for the first levy issued in August 23, excluding water consumption charges. As the water consumption charges levied in August are applicable to the prior accounting period (1 January to 30 June 2023) the accounting treatment requires water consumption charges be posted back to the previous financial year to which they relate. This is partly why the first levy is less than half of the budgeted amount.</p>																										
Interest Income	766,714	300,000	255.57%	<p>↑ Actual is significantly higher than budgeted amount.</p> <p>The favourable variance is a result of conservative budgeting, the increase interest rates this financial year and due to Council maintaining higher cash balance on its QTC Investment account.</p>																										
Income from Operations and Sales	5,456,105	14,665,000	37.20%	<p>↓ Actual is significantly lower than budgeted amount.</p> <p>The variance is mainly due to Main Roads Projects.</p> <table border="1"> <thead> <tr> <th></th> <th>Actuals</th> <th>Budget</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>TMR Recoverable</td> <td>4,821,632</td> <td>12,500,000</td> <td>34% ●</td> </tr> </tbody> </table> <p>Main Roads Income and Expenditures Statement</p> <table border="1"> <thead> <tr> <th colspan="2">Income (Claims made to TMR)</th> </tr> </thead> <tbody> <tr> <td>RMPC</td> <td>1,049,985</td> </tr> <tr> <td>TMR Recoverable Works</td> <td>4,281,632</td> </tr> <tr> <td><b>Total Income Received from TMR</b></td> <td><b>5,331,617</b></td> </tr> <tr> <th colspan="2">Expenditures (Funds Spent by Council)</th> </tr> <tr> <td>RMPC</td> <td>2,034,398</td> </tr> <tr> <td>TMR Recoverable Works</td> <td>5,441,620</td> </tr> <tr> <td><b>Total Expenditures</b></td> <td><b>7,476,017</b></td> </tr> <tr> <td><b>Unclaimed Expenditures</b></td> <td><b>2,144,399</b></td> </tr> </tbody> </table> <p>More information about TMR projects will be provided in the Director of Engineering report.</p>		Actuals	Budget	%	TMR Recoverable	4,821,632	12,500,000	34% ●	Income (Claims made to TMR)		RMPC	1,049,985	TMR Recoverable Works	4,281,632	<b>Total Income Received from TMR</b>	<b>5,331,617</b>	Expenditures (Funds Spent by Council)		RMPC	2,034,398	TMR Recoverable Works	5,441,620	<b>Total Expenditures</b>	<b>7,476,017</b>	<b>Unclaimed Expenditures</b>	<b>2,144,399</b>
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<b>Total Expenditures</b>	<b>7,476,017</b>																													
<b>Unclaimed Expenditures</b>	<b>2,144,399</b>																													
Operating Grants	19,205,667	42,449,536	45.24%	<p>↑ Actual is higher than budgeted amount.</p> <p>Operating grants are mostly made up of Disaster Recovery</p>																										

## BUSINESS PAPERS

Item	Actual	Budget	%	Analysis																
				<p>Funding Arrangements (DRFA) received for restoration of road assets. Other operating grants include financial assistance grants and other program grants.</p> <p>Council received an early payment of its financial assistance grant, and this was recognized in 2023. The payment for 2024 is paid later in the financial year.</p>																
Non-Operating Grants	1,460,726	50,356,000	2.90%	<p>↓ Actual is significantly lower than budgeted amount.</p> <p>Non-operating grants are funding received for the purpose of constructing roads, buildings, and other infrastructure assets, and purchasing equipment. Due to the nature of this income, the timing of the funding receipt depends on project approval or progress claims and project completion.</p> <p>At the time the budget was prepared a number of projects had been approved, however the logistics of progressing these may include extensions of time due to the complexity of projects and accessibility during the wet seasons.</p> <p>There are two capital jobs that amount to almost \$40m, and one of these is most likely to be extended, and the other is a multi-year project, not likely to commence until after the wet season in 2024.</p> <p>The project team meets regularly to discuss the progress of capital jobs to monitor any risk such as project overruns.</p>																
Employee Costs	3,619,506	11,283,000	32.08%	<p>↓ Actual is Lower than budgeted amount. Council is carrying a number of vacant positions which accounts for some of the budgetary shortfall. Sometimes depending on the position, it may be filled with contractors and/or labour hire. Where this occurs the expense is costed to the Materials and Services line item, not Employee Costs.</p>																
Materials and Services Expenses	27,583,497	51,825,000	53.22%	<p>↑ Actual is higher than budgeted amount.</p> <p>The unfavorable variance on Materials and services operating expenses is due to the works completed in DRFA Road Programs and TMR Works Program.</p> <table border="1"> <thead> <tr> <th></th> <th>Actuals</th> <th>Budget</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>DRFA</td> <td>18,267,878</td> <td>35,034,999</td> <td>43.11% ●</td> </tr> <tr> <td>RMPC</td> <td>1,373,713</td> <td>1,306,897</td> <td>147.72% ●</td> </tr> <tr> <td>TMR Recoverable</td> <td>5,406,414</td> <td>9,188,966</td> <td>58.84% ●</td> </tr> </tbody> </table> <p><b>TMR Recoverable Works</b> – the material expenditure has not exceeded the budget to date, however there is no sufficient information available to date, to assess if the TMR recoverable works are on track or if it will be delivered within the agreed contract amount.</p> <p><b>RMPC</b> expenditure budget has been used up in the first four months of the financial year. The Engineering team has</p>		Actuals	Budget	%	DRFA	18,267,878	35,034,999	43.11% ●	RMPC	1,373,713	1,306,897	147.72% ●	TMR Recoverable	5,406,414	9,188,966	58.84% ●
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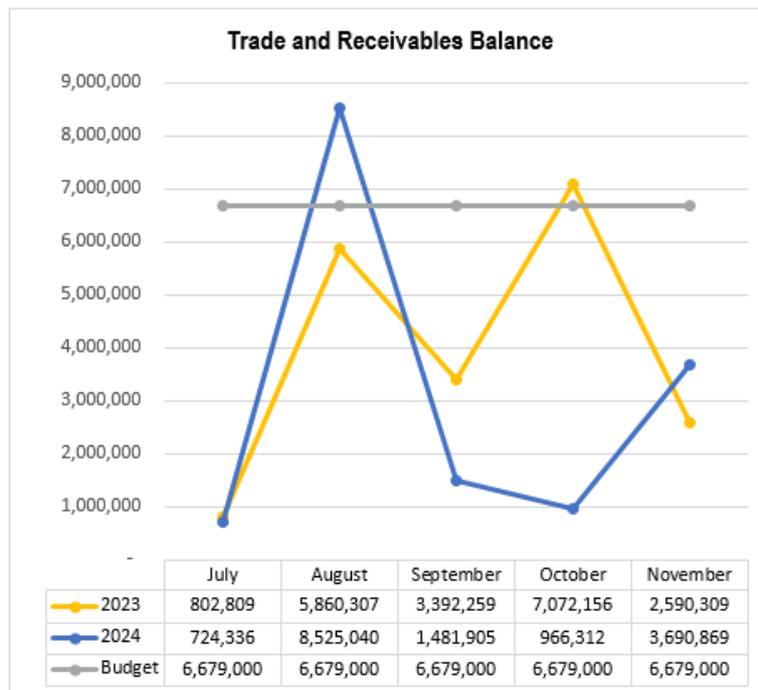
## BUSINESS PAPERS

Item	Actual	Budget	%	Analysis												
				<p>advised the finance team to update the actual budget of RMPC contract from \$2,040,000 to \$2,655,500 However, as of time of writing this report, Council Engineers are still working on the changes of RMPC expenditure budget.</p> <p><b>DRFA</b> – the actual is expected to be higher than the budget on the first six months of the financial year. As per review DRFA expenditures is on track as per budget. The review considered the number of months of actual work per financial year with DRFA projects based on historical data.</p> <p>Other variances in Materials and Services are the following:</p> <table border="1"> <thead> <tr> <th></th> <th>Actuals</th> <th>Budget</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Fleet and Plant</td> <td>3,484,099</td> <td>4,222,955</td> <td>83% ●</td> </tr> <tr> <td><b>Parks and Gardens</b></td> <td><b>414,455</b></td> <td><b>352,713</b></td> <td><b>118%</b> ●</td> </tr> </tbody> </table> <p><b>Parks and Gardens</b> – underbudgeted on the utilization of contractors and plant hire. It should be noted that internal plant hire is offset by plant recoveries.</p> <p>The maintenance of parks was outsourced to a local contractor. Unfortunately, the contractor who was a local not for profit has handed the contract back to Council because they are no longer able to attract suitably qualified supervisory staff. It was a difficult decision as this was not a choice, but rather they no longer had capacity to deliver the service. Further information can be sourced from the Director of Engineering.</p> <p><b>Fleet and Plant</b> – the amounts shown in the table above are for the net result of Fleet and Plant Material Expenditure less Plant Recovery. There has been a considerable effort in the past twelve months to improve internal processes, to ensure Council owned plant have rate reviews, and are costed correctly by staff. This process was intensive, but officers are of the view that it has contributed greatly to the favorable result in plant revenue.</p>		Actuals	Budget	%	Fleet and Plant	3,484,099	4,222,955	83% ●	<b>Parks and Gardens</b>	<b>414,455</b>	<b>352,713</b>	<b>118%</b> ●
	Actuals	Budget	%													
Fleet and Plant	3,484,099	4,222,955	83% ●													
<b>Parks and Gardens</b>	<b>414,455</b>	<b>352,713</b>	<b>118%</b> ●													

## BUSINESS PAPERS

### Financial Position Reports

The graph below shows the Council's *Trade and Receivables* balance of \$966,312, against a budget of \$6,679,000.



### Rates and Service Charges

Please see attached detailed Rates and Service Charges Receivables Report showing outstanding rates and charges of \$745,547. Council had received an excess rate receipt of \$79,378. Some long outstanding rates and charges have been recovered from recent payment arrangements, and payments in full of outstanding amounts.

### Investments

As per Council Investment Policy, available funds were invested in Queensland Treasury Corporation – Cash Fund, including the cash back of all Council reserves. The table below shows the month of November 2023 investment performance.

Investment Accounts	Financial Institutions	Funds Available Balance*	November 2023 Interest Earned	YTD Interest Earned
QTC General Fund	QTC	23,810,349	95,309	469,617
QTC Reserves Fund	QTC	8,000,571	29,073	119,619
<b>TOTAL</b>		<b>31,810,920</b>	<b>124,382</b>	<b>589,236</b>

\*The funds available balance excludes accrued interest and accrued administration charges.

## BUSINESS PAPERS

Gross Earnings Rate	July	Aug	Sept	Oct	Nov
Annual Rate Payable Monthly	4.98%	4.92%	4.70%	4.40%	5.13%
Annual Effective Rate*	5.10%	5.04%	4.80%	4.49%	5.26%

\*To allow comparison to industry benchmarks, Council monthly earnings rate has been converted to an annual effective rate.

### QTC Loans

Council has no planned borrowings over the next ten years and is committed to paying down existing debt. Council currently has three loans with Queensland Treasury Corporation (QTC), the details are shown below:

Loan Purpose	Quarterly Repayments	Balance	Maturity Date
Glenore Weir	110,412.17	4,080,545	15 March 2035
Karumba Sewerage	66,099.08	1,460,072	15 June 2030
Normanton Water	34,031.88	820,898	15 March 2031
<b>TOTAL</b>	<b>210,543.13</b>	<b>6,361,515</b>	

### Consultation (Internal/External):

- Julianne Meier - Director of Corporate Services
- Mark Crawley – Chief Executive Officer
- Erscon – Consulting Engineers
- Executive Leadership Team
- Managers and relevant officers

### Legal Implications:

- *Local Government Regulation 2012*, section 204:
  1. The local government must prepare a financial report.
  2. The chief executive officer must present the financial report –
    - a. if the local government meets less frequently than monthly—at each meeting of the local government; or
    - b. otherwise — at a meeting of the local government once a month.
  3. The financial report must state the progress that has been made in relation to the local government’s budget for the period of the financial year up to a day as near as practicable to the end of the month before the meeting is held.
- *Local Government Act 2009*

## **BUSINESS PAPERS**

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### **Financial and Resource Implications:**

- The report identifies how Council is tracking against the adopted operational and capital budgets for the financial year.

### **Risk Management Implications:**

- Risk is considered low, and Council will be advised if major items deviate from the adopted budget and forecasts.

**Carpentaria Shire Council**  
**Statement of Comprehensive Income**  
 for the period ended 30 November 2023

	Actual 30-Nov-23	Budget 30-Jun-24	% Variance 41.67%
<b>Income</b>			
<b>Revenue</b>			
<b>Operating revenue</b>			
Net rates, levies and charges	4,089,301	8,918,000	45.85%
Fees and charges	448,483	568,000	78.96%
Rental income	79,241	450,000	17.61%
Interest received	766,714	300,000	255.57%
Sales revenue	5,456,105	14,665,000	37.20%
Other income	3,170	8,000	39.62%
Grants, subsidies, contributions and donations	19,205,667	42,450,000	45.24%
<b>Total operating revenue</b>	<b>30,048,681</b>	<b>67,359,000</b>	<b>57.91%</b>
<b>Capital revenue</b>			
Grants, subsidies, contributions and donations	1,460,726	50,356,000	2.90%
<b>Total revenue</b>	<b>31,509,406</b>	<b>117,715,000</b>	<b>44.87%</b>
<b>Capital income</b>			
Total Capital Income	-	-	0.00%
<b>Total income</b>	<b>31,509,406</b>	<b>117,715,000</b>	<b>44.87%</b>
<b>Expenses</b>			
<b>Operating expenses</b>			
Employee benefits	3,619,506	11,283,000	32.08%
Materials and services	27,583,497	51,825,000	53.22%
Finance costs	164,290	320,000	51.34%
Depreciation and amortisation	4,647,860	10,261,000	45.30%
<b>Total operating expenses</b>	<b>36,015,153</b>	<b>73,689,000</b>	<b>48.87%</b>
<b>Capital expenses</b>			
Total Capital expenses	-	-	0.00%
<b>Total expenses</b>	<b>36,015,153</b>	<b>73,689,000</b>	<b>48.87%</b>
<b>Net result</b>	<b>(4,505,747)</b>	<b>44,026,000</b>	<b>-10.23%</b>
<b>Operating result</b>			
Operating revenue	30,048,681	67,359,000	
Operating expenses	36,015,153	73,689,000	
<b>Operating result</b>	<b>(5,966,473)</b>	<b>(6,330,000)</b>	<b>94.26%</b>

## Statement of Financial Position

as at 30 November 2023

	Actual 30-Nov-23	Budget 30-Jun-24
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	28,118,105	25,221,000
Trade and other receivables	3,690,869	6,679,000
Inventories	1,232,911	1,218,000
Contract Assets	6,511,440	5,690,000
ATO Receivables	111,985	508,000
Total current assets	39,665,310	39,316,000
<b>Non-current assets</b>		
Trade and other receivables	25,522	91,000
Property, plant & equipment	298,695,672	349,385,000
Total non-current assets	298,721,195	349,476,000
<b>Total assets</b>	<b>338,386,504</b>	<b>388,792,000</b>
<b>Liabilities</b>		
<b>Current liabilities</b>		
Trade and other payables	2,052,401	2,414,000
Contract Liabilities	16,557,966	17,070,000
Borrowings	526,632	572,000
Provisions	1,407,665	1,371,000
Total current liabilities	20,544,664	21,427,000
<b>Non-current liabilities</b>		
Borrowings	5,834,884	5,398,000
Provisions	1,070,534	1,127,000
Total non-current liabilities	6,905,418	6,525,000
<b>Total liabilities</b>	<b>27,450,081</b>	<b>27,952,000</b>
<b>Net community assets</b>	<b>310,936,423</b>	<b>360,840,000</b>
<b>Community equity</b>		
Asset revaluation surplus	200,688,182	189,438,000
Retained surplus	110,248,241	171,402,000
<b>Total community equity</b>	<b>310,936,423</b>	<b>360,840,000</b>

**Statement of Cash Flows**  
 for the period ended 30 November 2023

**Actual**                      **Budget**  
 30-Nov-23                      30-Jun-24

**Statement of Cash Flows**

**Cash flows from operating activities**

Receipts from customers	12,431,072	23,708,000
Payments to suppliers and employees	(42,448,182)	(63,208,000)
Interest received	766,714	300,000
Rental income	79,241	450,000
Non-capital grants and contributions	19,205,667	42,450,000
Borrowing costs	(164,290)	(299,000)
<b>Net cash inflow from operating activities</b>	<b>(10,129,778)</b>	<b>3,401,000</b>

**Cash flows from investing activities**

Payments for property, plant and equipment	(10,574,350)	(57,307,000)
Grants, subsidies, contributions and donations	1,460,726	50,356,000
<b>Net cash inflow from investing activities</b>	<b>(9,113,624)</b>	<b>(6,951,000)</b>

**Cash flows from financing activities**

<b>Net cash inflow from financing activities</b>	(54,853)	(543,000)
--	----------	-----------

**Total cash flows**

<b>Net increase in cash and cash equivalent held</b>	<b>(19,298,255)</b>	<b>(4,093,000)</b>
<b>Opening cash and cash equivalents</b>	47,416,360	29,314,000
<b>Closing cash and cash equivalents</b>	<b>28,118,105</b>	<b>25,221,000</b>



**Statement of Comprehensive Income by Category**  
 for the period ended 30 November 2023

	Core \$	QRA \$	Non-Core \$	Total \$	Budget \$
<b>Income</b>					
<b>Revenue</b>					
<b>Recurrent revenue</b>					
Rates, levies and charges	4,089,301	-	-	4,089,301	8,918,000
Fees and charges	303,381	-	145,102	448,483	568,000
Rental income	7,934	-	71,307	79,241	450,000
Interest received	766,714	-	-	766,714	300,000
Sales revenue	5,347,136	-	108,970	5,456,105	14,665,000
Other income	3,170	-	-	3,170	8,000
Grants, subsidies, contributions and	358,668	18,708,158	138,841	19,205,667	42,450,000
	10,876,303	18,708,158	464,219	30,048,681	67,359,000
<b>Capital revenue</b>					
Grants, subsidies, contributions and	1,460,726	-	-	1,460,726	50,356,000
<b>Total revenue</b>	12,337,029	18,708,158	464,219	31,509,406	117,715,000
Capital income	-	-	-	-	-
<b>Total income</b>	12,337,029	18,708,158	464,219	31,509,406	117,715,000
<b>Expenses</b>					
<b>Recurrent expenses</b>					
Employee benefits	(2,863,029)	(440,279)	(316,198)	(3,619,506)	(11,283,000)
Materials and services	(8,659,719)	(18,267,879)	(655,899)	(27,583,497)	(51,825,000)
Finance costs	(164,290)	-	-	(164,290)	(320,000)
Depreciation	(4,228,193)	-	(419,667)	(4,647,860)	(10,261,000)
	(15,915,231)	(18,708,158)	(1,391,764)	(36,015,153)	(73,689,000)
<b>Capital expenses</b>	-	-	-	-	-
<b>Total expenses</b>	(15,915,231)	(18,708,158)	(1,391,764)	(36,015,153)	(73,689,000)
<b>Net result</b>	(3,578,202)	0	(927,545)	(4,505,747)	44,026,000
<b>Other comprehensive income</b>					
<b>Items that will not be reclassified to net result</b>					
Increase / (decrease) in asset revaluat	-	-	-	-	-
<b>Total other comprehensive income f</b>	-	-	-	-	-
<b>Total comprehensive income for the</b>	(3,578,202)	0	(927,545)	(4,505,747)	44,026,000

Non Core activities include Les Wilson Barra Discovery Centre, Hatchery, Barra Bites, Child Care, Gym, Staff Housing and Penisoner Housing

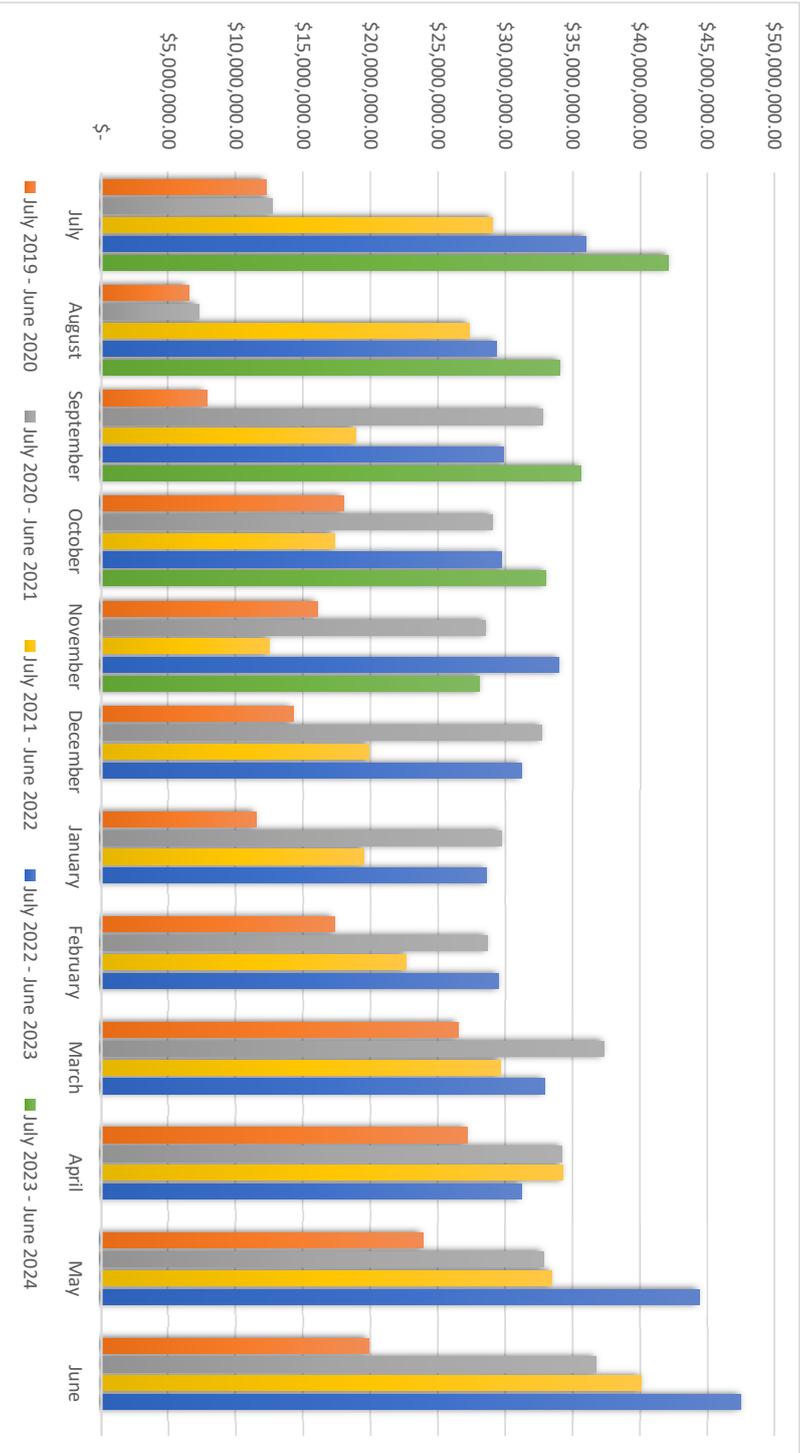


### Accounts Summary

	30 November 2023 \$	31 October 2023 \$
<b>General Accounts</b>		
Westpac General Operating Accounts	3,779,840	1,177,854
QTC General Fund	16,334,731	23,810,349
QTC Reserves Fund	8,000,571	7,528,458
<b>Total balance held in banks (excl Reserves)</b>	<b>28,115,142</b>	<b>32,516,661</b>
<b>Other Balances</b>		
QTC Reserves Fund	8,000,571	7,528,458
CSC Provisions	2,478,199	2,536
Net of Contract Assets and Liabilities	10,046,526	8,125
<b>Total balance reserves, provisions and contract liabilities</b>	<b>20,525,296</b>	<b>7,539,119</b>
<b>Net Council Position before QTC Borrowings</b>	<b>7,589,845</b>	<b>24,977,542</b>
<b>QTC Borrowings</b>		
Karumba Sewerage	1,460,072	1,452,494
Normanton Water Upgrade	820,898	816,729
Glenore Weir	4,080,545	4,067,072
<b>Total balance QTC borrowings</b>	<b>6,361,515</b>	<b>6,336,296</b>
<b>Net Council Position after Borrowings</b>	<b>1,228,330</b>	<b>18,641,247</b>
<b>RESERVES</b>		
<b>Cashed Back Reserves Accounts</b>		
QTC Sewerage Reserve	477,745	477,745
QTC Airport Reserve	132,275	132,275
QTC Water Supply Reserve	716,313	716,313
QTC Land Development Reserve	12,453	12,453
QTC Plant Replacement Reserve	2,693,104	3,650,508
QTC Future Capital Grants	1,389,164	1,389,164
QTC Road Reseals Reserve*	2,579,517	1,150,000
<b>Total Reserves held in QTC</b>	<b>8,000,571</b>	<b>7,528,458</b>
<i>*QTC Road Reseals Reserve was previously QTC Sustainability Account of 1,150,000 this was changed as requested by Director of Corporate Services</i>		
<b>TRUST</b>		
<b>Trust Accounts</b>		
Queensland Treasury Corporation	91,378	91,378
Westpac Bank	39,949	39,949
<b>Total balance held in trust</b>	<b>131,327</b>	<b>131,327</b>

CASH

Cash	July	August	September	October	November	December	January	February	March	April	May	June
2020	\$12,280,567.00	\$6,538,396.00	\$7,802,385.00	\$17,986,246.00	\$16,045,726.00	\$14,253,941.00	\$11,534,551.00	\$17,310,350.00	\$26,505,321.00	\$27,149,119.00	\$23,891,105.00	\$19,895,041.00
2021	\$12,668,763.00	\$7,267,828.00	\$32,799,197.00	\$29,061,031.00	\$28,569,461.00	\$32,701,782.00	\$29,755,429.00	\$28,656,349.42	\$37,318,356.00	\$34,226,338.00	\$32,854,549.00	\$36,769,988.00
2022	\$29,066,133.00	\$27,305,252.00	\$18,876,147.00	\$17,306,164.00	\$12,501,484.00	\$19,906,129.00	\$19,521,847.00	\$22,627,835.00	\$29,625,892.00	\$34,300,881.00	\$33,474,702.00	\$40,097,628.00
2023	\$36,016,895.12	\$29,324,952.00	\$29,916,342.00	\$29,764,622.00	\$34,019,634.00	\$31,208,774.91	\$28,614,115.00	\$29,516,827.00	\$32,925,760.00	\$31,205,087.00	\$44,404,416.00	\$47,514,968.00
2024	\$42,100,294.74	\$34,068,431.00	\$35,589,540.00	\$32,999,885.49	\$28,118,105.00							

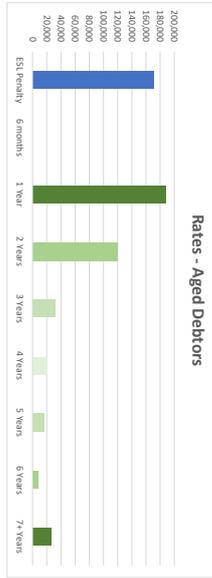


**Rates and Service Charges Receivables Report  
 Nov-23**

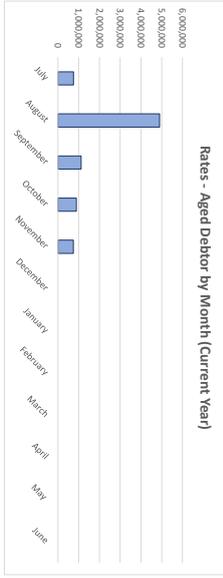
**Number of Assessments**  
 Total Active 1183  
 Non Valued 349 Non-Feasible, but Utility charges & Est. may still apply.  
 Valued 834 Valuations issued by State Valuations Office

**Payment Arrangements**  
 No. of Asses 6  
 Amount 80,399

Aged Debtor Breakdown		Legal Fees	EST Penalty	Current	6 months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7+ Years
TOTAL	Legal Fees	0	170,612	163,658	0	188,600	119,707	32,166	20,322	16,388	7,209	26,285
745,347	EST Penalty	0	0	0	0	0	0	0	0	0	0	0



Aged Debtor by Month		September	October	November	December	January	February	March	April	May	June
July	Amount	1,116,188	896,927	745,347	0	0	0	0	0	0	0
752,131	EST Penalty	0	0	0	0	0	0	0	0	0	0
4,897,044	EST Penalty	0	0	0	0	0	0	0	0	0	0

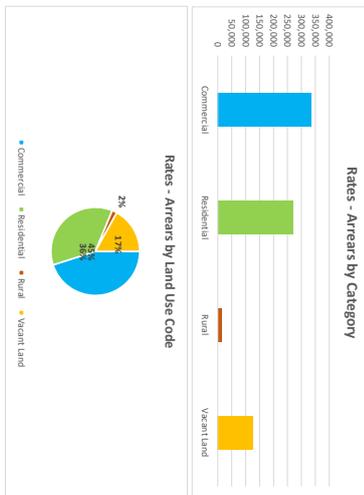


Interest by Month		August	September	October	November	December	January	February	March	April	May	June
July	7,566	5,656	10,382	9,285	6,521							

Aged Debtor Breakdown by Category		Total	ESL Penalty	Current	6 months	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7+ Years
Commercial		335,745	57,292	29,825	0	32,650	80,852	11,424	3,341	3,276	3,728	11,892
Residential		269,630	73,272	7,964	0	2,652	25,071	15,265	10,272	6,265	624	0
Rural		13,508	29,185	15,182	0	27,032	9,382	5,065	6,025	6,077	3,188	14,288
Vacant Land		277	170,613	162,858	0	188,000	119,202	22,166	20,222	16,588	7,209	26,258
<b>Total</b>		<b>745,547</b>										

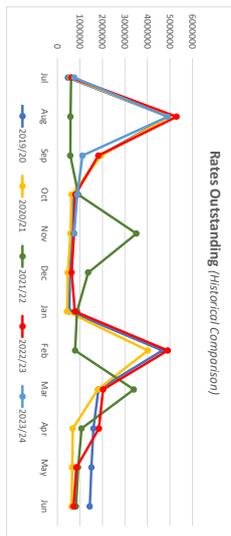
\* The GI Account balance and Outstanding Debtors Report shows a difference of \$82,778.02. This is the rates paid in Advance Total.

Breakdown by Land Usage		
Land Usage	No. of Assets	Total
Commercial	206	335,745
Residential	645	269,630
Rural	55	13,508
Vacant Land	277	126,664
	<b>1,183</b>	<b>745,547</b>



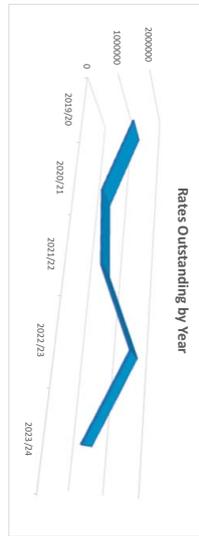
Historical Comparison by Month

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
2019/20	470,640.98	4,926,160.62	1,880,487.88	717,775.78	630,431.92	559,596.64	530,355.03	4,665,873.20	1,827,509.81	1,602,162.03	1,513,169.93	1,437,098.25
2020/21	566,141.41	4,971,459.80	1,944,129.75	625,506.99	582,627.12	469,910.19	428,312.06	4,020,974.48	1,799,943.00	1,799,943.00	1,628,928.35	1,628,928.35
2021/22	606,307.75	5,804,121.14	573,290.80	925,516.59	3,598,591.76	1,367,235.40	823,592.00	788,448.00	3,394,219.00	1,072,555.00	921,856.98	825,408.91
2022/23	630,157.65	5,205,945.00	1,820,686.61	796,847.00	723,637.00	633,310.00	778,159.00	4,501,807.00	2,028,993.00	1,843,638.00	843,538.00	718,600.00
2023/24	752,131.00	4,897,944.00	1,116,188.00	886,847.00	745,547.00							



Historical Comparison by Year

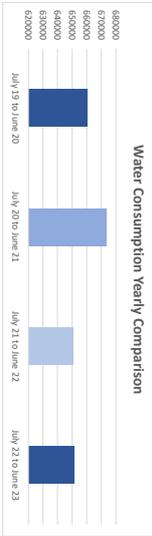
2019/20	\$ 1,437,098
2020/21	\$ 628,928
2021/22	825,408.91
2022/23	184,638
2023/24	7,454.71



All water consumption started being levied from July, 2022.

Water Consumption Comparison

Year	Total Cons	\$ Rated
July 18 to June 19	660,249	\$ 226,556
July 19 to June 20	673,160	\$ 384,477
July 20 to June 21	659,086	\$ 507,505
July 21 to June 22	651,262	\$ 662,887



## BUSINESS PAPERS

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### 10.3 HUMAN RESOURCES REPORT

**Attachments:** 10.3.1. Safeplan Progress Report - November 2023 [↓](#)

**Author:** Julianne Meier - Director Corporate Services

**Date:** 6 December 2023

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**Key Outcome:** 1.1 – Responsive and effective service delivery

**Key Strategy:** 1.1.1 Foster appropriate corporate culture that aligns with Council's Mission, Values and Behaviours.

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#### **Executive Summary:**

This report provides information on the progress of SAFEPLAN, Council's safety management system, and an update on general human resource matters.

#### **RECOMMENDATION:**

That Council accepts the Human Resources Report for information.

### 1. Work, Health & Safety Report

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The Safeplan progress report to November 2023 is attached.

### 2. Staff Movements

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#### **Arrivals**

Water Treatment Plant Operator  
Hatchery Technician

David Wallace - commenced  
Hayden Annabel – commenced

#### **Departures**

Graduate Accountant  
Asset Manager  
Manager Water & Waste  
Electrical Technical Officer

Dominic Augustus – resigned  
Tom Loadsman – last day 12/1/24  
Natasha Glaskin – last day 4/1/24  
Sean Glaskin – last day 4/1/24

### 3. Current Recruitments

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#### a) Trainee Water Treatment Plant Operator

### 4. Recognition of Service Awards

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The staff members in the following table have been invited to the December Council meeting to accept their Recognition of Service Awards in accordance with the Recognition of Service in the People Management Framework.

## BUSINESS PAPERS

Staff who have reached the milestone of ten years' service will receive a memento of service and a gift card to the value of \$400.

Staff who have reached the milestone of five years' service will receive a certificate of service and a gift card to the value of \$150.

Print Name	Hire Date	Other	Gift vou
Rainbow, Ryan	13/06/2013	Memento of Service	\$ 400
Murray, Brenton	30/10/2013	Memento of Service	\$ 400
Harris, Candice	30/08/2013	Memento of Service	\$ 400
Devine, Clifford	30/04/2018	Certificate of Service	\$ 150
Wanrooy, Michael	17/10/2018	Certificate of Service	\$ 150

Cherie Schafer also achieved 10 years of service and is entitled to an award. Cherie is unable to attend the December meeting and her service will be recognised at the January 2024 Council meeting.

### 5. Random Drug & Alcohol Testing Program

During November 2023, 229 random drug and alcohol tests were conducted. Of the 229, there were 190 males and 39 females tested. There were 4 non-negative results, and 3 were related to prescription medication.

The sites tested are shown below:

Tests	Client Office
34	Normanton Works Depot
30	Middle Camp / Rutland
25	Dead Calf Camp / Iffley
25	Wondoola Bypass Camp
23	Donors Hill Camp (Neumayer Valley / Talawanta Camp)
20	Inkerman Turnoff Camp
17	Administration Office
10	Karumba Depot
7	Camp between Cabbage Tree Creek and Plane Creek Culverts
7	Normanton Water Treatment Plant
7	Pixie Pit
5	Barramundi Discovery Centre
4	ERSCON
4	Reaphook Pit
3	Clark Creek Pit
3	Wells Quarry (Shady Lagoon Quarry)
2	Karumba Water Treatment Plant
2	Normanton Library and Visitor Information Centre
1	Karumba Library

### 6. Budget Report

## BUSINESS PAPERS

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Row Labels	Sum of Current Budget	Sum of YTD Actual	Sum of Order Value	Sum of Total Actual
<b>Operating Expenditure</b>				
Apprenticeships / Traineeship	67,000	13,948	7,993	21,941
Enterprise Bargaining	35,000	0	0	0
Human Resource Operations	449,344	124,465	74,686	199,150
Learning & Development	208,800	46,949	27,511	74,460
Workplace Health And Safety	528,294	397,800	74,004	471,804
<b>Operating Expenditure Total</b>	<b>1,288,438</b>	<b>583,162</b>	<b>184,194</b>	<b>767,355</b>
<b>Operating Income</b>				
Apprenticeships / Traineeship	-53,000	-4,545	0	-4,545
<b>Operating Income Total</b>	<b>-53,000</b>	<b>-4,545</b>	<b>0</b>	<b>-4,545</b>
<b>Grand Total</b>	<b>1,235,438</b>	<b>578,616</b>	<b>184,194</b>	<b>762,810</b>

### Consultation (Internal/External):

- Chief Executive Officer – Mark Crawley
- Executive Leadership Team
- The Drug Detection Agency
- WHS Advisor

### Legal Implications:

- Within normal operational parameters.

### Financial and Resource Implications:

- Within allocated budget.

### Risk Management Implications:

- Within normal operational parameters.



### CSC WHSMP Progress Report – Nov 2023 (Report for year 2023-2024)

CSC WHSMP Key Performance Indicators (KPIs)	Scheme Current	CSC Actual YTD 2022	CSC Actual YTD 2023	CSC KPI Year Target	KPI YTD Comparison
Average <b>Scheme</b> Frequency Rate (* Formula = Number of LTI for every million hrs worked)	9.80	1	2	<5 LTI	2
Average <b>Scheme</b> Duration Rate (*Formula = Average Number of days lost per LTI)	15.77	5	9	<112 Days	9
Progressive Frequency Rate YTD ( <b>B</b> ) group = wages greater than \$5 million – less than \$10 million	10.78	1.00	26.64	<20.60 Annual	26.64
Progressive duration rate YTD ( <b>B</b> ) group = wages greater than \$5 million – less than \$10 million	19.00	5.00	4.50	<19.93 Annual	4.50
Percentage of hazard inspections completed as per Matrices		100.00%	112.50%	95%	97.50%
Action Statistics from Skytrust – Percentage of actions completed against number added each month		75.00%	9.09%	90%	48.85%
Delivery of Take 5 courses on Skytrust		91.06%	69.04%	90%	79.83%
Percentage of Quarterly Action Plan items completed - Oct to Dec 2023		Due end December	Due end December	70%	89.51%
Note* Legislation requires LGW to count part days lost as full days.					

Mechanism of injury for claims submitted	YTD 2022/2023	Days Lost
42 Muscular stress while handling objects	1	5
<b>Total</b>	<b>1</b>	<b>5</b>
<b>Statutory Paid</b>	<b>\$1,321.20</b>	

Mechanism of injury for claims submitted	YTD 2023/2024	Days Lost
28 Being hit by moving object		
21 Being hit by falling objects		
42 Muscular stress while handling objects		
43 Muscular stress with no objects being handled	1	7
41 Muscular stress while lifting	1	2
01 Falls from a height		
26 Being trapped between Static objects		
92 Vehicle Accident		
<b>Total</b>	<b>2</b>	<b>9</b>
<b>Statutory Paid</b>	<b>\$2,612.91</b>	

LGW Data: 2022 – 2023 YTD	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
CSC LTIFR YTD LGW Data.	0	0	22.20	16.65	26.64							
Group B LTIFR YTD (Councils with wages > \$5 mil-< \$10 mil)	5.39	8.08	10.78	10.78	10.78							
CSC LTI's each month	0	1	0	0	1							

LGW Data: 2022 – 2023 YTD	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
CSC Duration Rate YTD LGW data	0	0	2.00	2.00	4.50							
Average duration rate for Group B (Councils with wages > \$5 mil-<\$10 mil)	8.00	16.67	16.50	16.88	19.00							
CSC Days lost YTD (Progressive)	0	2	2	2	9							

There was 2 Incident Reports submitted where an injury was sustained in November (1 x First Aid, 1 x LTI). There were 2 x property damage reports, 1 x Wedge tail eagle broken windscreen, 1 x kangaroo damaged door.

## **BUSINESS PAPERS**

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### **10.4 BOUNTY SCHEME FOR WILD DOGS**

**Attachments:** 10.4.1. Bounty Scheme for Wild Dogs Policy [↓](#)

**Author:** Julianne Meier - Director Corporate Services

**Date:** 4 December 2023

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**Key Outcome:** A well governed, responsive Council, providing effective leadership and management, and respecting community values

**Key Strategy:** Maintain a focus on excellence in customer service and improvements in service delivery

---

#### **Executive Summary:**

Council's Bounty Scheme for Wild Dogs Policy was last reviewed in April 2020. This bounty scheme has been operating successfully for a number of years and the policy is presented to Council for review.

#### **RECOMMENDATION:**

That Council:

1. reviews the Bounty Scheme for Wild Dogs Policy and provides direction regarding any changes; and
2. increases the budget from \$10,000 to \$15,000
3. approves the bounty rate for Dog Scalps - \$50.00 per scalp.

#### **Background:**

Council has been an active community partner and stakeholder in pest management activities throughout the Shire and offering a bounty on feral animals is one of the initiatives introduced to assist in the control of these animals and the adverse impacts upon the eco-systems, economy and rural industry.

Council's Pest Management Plan was established to manage the adverse economic, environmental and social impacts of pest plants and animals across the Shire. This Pest Management Plan identified 3 High Priority Pest Animals being – Wild Dogs, Feral Cats and Feral Pigs.

This policy was originally adopted by Council in 2009 and the bounty scheme had been successfully managed by Council's Local Laws Officers over the years. A review of this policy was undertaken in April 2020 and the bounty for dog scalps was set at \$50 per scalp, whilst the bounties for feral pigs and cats were removed. There had been no change to the policy intent or the bounty scheme process.

This policy also provides the guidelines for a bounty scheme, on these high priority pest animals, which can be claimed by individuals who have the necessary written consent from land owners or managers.

The budget for the wild dog scalps was set at \$10,000. This budget has now been exceeded by \$1,750. Last year in 22/23 only \$5,400 of the \$10,000 budget was spent. There has obviously been a significant take up of the bounty. The budget variance is minimal and at this stage is likely able to be absorbed into the pest management operations budget.

## BUSINESS PAPERS

The purpose of the bounty is to encourage landholders to assist in the eradication of wild dogs.

The officers recommendation at this stage is to continue to monitor the budget. Removal of the bounty during the year, could have the impact of removing incentives. The following table shows payments made during the year up to the amount of \$10,900.

Description	Debit
Russell Ryan Pest Management Wild Dog Bountry x 15 Pest Management Wild Dog Bountry x 15	750.00
Russell Ryan Pest Management Wild Dog Bounty x 15 Pest Management Wild Dog Bounty x 15	750.00
Natasha Folpp Pest Management Wild Dog Bounty x 27 Pest Management Wild Dog Bounty x 27	1350.00
BW & SJ Pegler Sammy-Jo Pegler Pest Management Wild Dog Bounty x 12 Pest Management Wild Dog Bounty x 12	600.00
Jack Fitzpatrick Pest Management Wild Dog Bounty x 6 Pest Management Wild Dog Bounty x 6	600.00
RIKKI DOHERTY Pest Management Wild Dog Bounty x 10 Pest Management Wild Dog Bounty x 10	500.00
Richard Tait Pest Management Wild Dog Bounty x 28 Pest Management Wild Dog Bounty x 28	1400.00
Remi Wilton Pest Management Wild Dog Bounty x 6 Pest Management Wild Dog Bounty x 6	300.00
Troy Gallagher Pest Management Wild Dog Bounty x 8 Pest Management Wild Dog Bounty x 8	400.00
BW & SJ Pegler Sammy-Jo Pegler Pest Management Wild Dog Bounty x 6 Pest Management Wild Dog Bounty x 6	300.00
Russell Ryan Pest Management Wild Dog Bounty x 2 Pest Management Wild Dog Bounty x 2	100.00
Steevylee GOW Pest Management Wild Dog Bounty x 14 Pest Management Wild Dog Bounty x 14	700.00
Kylie Clifford Pest Management Wild Dog Bounty x 26 Pest Management Wild Dog Bounty x 26	1300.00
Ryan Ross-Gilder Pest Management Wild Dog Bounty x 18 Pest Management Wild Dog Bounty x 18	900.00
Ashleigh Ridgway Pest Management Wild Dog Bounty x 7 Pest Management Wild Dog Bounty x 7	350.00
Natasha Folpp Pest Management Wild Dog Bounty x 12 Pest Management Wild Dog Bounty x 12	600.00

The Bounty Scheme for Wild Dogs Policy is presented to Council for review.

### Consultation (Internal/External):

- Chief Executive Officer – Mark Crawley
- Local Laws Officer – Phil Grieve

### Legal Implications:

- There are no legal implications with Council offering a bounty to assist in the control of feral animals within the Shire.

### Financial and Resource Implications:

- This policy has been in existence for some years and any costs associated with the administration of this policy is incorporated into Council's annual budget.

### Risk Management Implications:

- There are no risk management implications in adopting this policy.



## Bounty Scheme for Wild Dogs Policy

### Policy Details

<b>Policy Category</b>	Council Policy
<b>Date Adopted</b>	15 April 2020
<b>Resolution Number</b>	0420/022
<b>Approval Authority</b>	Council
<b>Effective Date</b>	15 April 2020
<b>Policy Version Number</b>	2
<b>Policy Owner</b>	Director Corporate Services
<b>Contact Officer</b>	Local Laws Officer

### Supporting documentation

<b>Legislation</b>	<ul style="list-style-type: none"> <li>• <i>Biosecurity Act 2014</i></li> <li>• <i>Local Government Act 2009</i></li> <li>• <i>Local Government Regulation 2012</i></li> <li>• <i>Local laws</i></li> </ul>
<b>Policies</b>	<ul style="list-style-type: none"> <li>• Nil</li> </ul>
<b>Delegations</b>	<ul style="list-style-type: none"> <li>• Nil</li> </ul>
<b>Forms</b>	<ul style="list-style-type: none"> <li>• Consent Certification Form</li> <li>• Bounty on Wild Dog Claim Form</li> </ul>
<b>Supporting Documents</b>	<ul style="list-style-type: none"> <li>• Carpentaria Shire Council Pest Management Plan</li> </ul>

### Version History:

Version	Adopted	Comment	eDRMS #
1	9/12/2009	Council Resolution 1209/15	
2	15/04/2020	Council Resolution 0420/022	



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<b>DEFINITIONS .....</b>	<b>4</b>



## **Intent**

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To provide guidelines for the submission, assessment and processing of claims for bounty on wild dogs.

## **Scope**

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Applies to all individuals and landholders lodging an application to receive bounty on wild dogs.

## **Policy Statement**

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Contained within Council's Biosecurity Plan are high priority pest animals that have been identified due to the depredation these animals cause within the eco-systems and the effect on rural industry and the economy.

To support landholders and other affected parties in efforts to contain and reduce populations of feral animals, Council has established a bounty scheme on Wild Dogs (*Canis familiaris*)

This policy provides the framework for receiving, assessing and processing claims submitted to the bounty scheme.

## **Claims Procedures**

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To receive the bounty available on wild dogs, the following terms and conditions must be met:

- The properties from which the eligible feral animal has been culled must be located within the local government area of Carpentaria Shire Council.
- It is a mandatory requirement the each and every bounty claim to be supported with a current consent certification form signed by the relevant landholder/ property manager. This consent certification form is attached as Appendix A
- Claimants will be required to produce photographic identification when submitting their claim.
- Claims can only be lodged by prior appointment with Council's Local Laws Officer/Animal Control Officer. Initial contact can be made by contracting Council's Administration Office on (07) 4745 2200. The Customer Service Team will direct all enquiries to Council's Local Laws Officer/Animal Control Officer to establish a mutually acceptable appointment time.
- Council's Local Laws Officer/Animal Control Officer will advise the claimant of the payment procedure should the scalp(s) be assessed eligible under this policy.
- Presentation of scalp(s) will only occur at the Normanton Dog Pound located at the rear of the Council Depot on Phillip Street Normanton at the pre-arranged date and time established with Council's Local Laws Officer/Animal Control Officer.
- Council will only accept dog scalp(s) that are fresh, salted or frozen. No scalps that are rotten or decaying or whole bodies will be accepted.
- Any claims received that do not conform to the guidelines established in this policy will be deemed ineligible.
- Council's Local Laws Officer/Animal Control Officer's decision to the eligibility of each claim is final.



- The payment authorisations for all approved claims will be processed by Council's Accounts Payable Section in the next available scheduled payment run.
- The claimant will receive a copy of the payment authorisation as proof of receipt.
- Any scalps, tails or snouts not deemed eligible for the bounty scheme can be disposed of by the applicant at Council's refuse facility. The incorrect disposal of such material is an infringement of Council's Local Laws and penalties (maximum penalty – 20 penalty points) may be enforced on offenders.

## Definitions

TERM	DEFINITION
<b>Wild Dog</b>	Refers to purebred dingoes, dingo hybrids, and domestic dogs that have escaped or been deliberately released and now live in the wild.

Adopted by Council 15 April 2020 by Resolution 0420/022.

**Mark Crawley**  
**Chief Executive Officer**

## APPENDIX A – Claim Form

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**Certification of Claim Form for  
Bonus Scheme for Wild Dogs  
Completed by Land Owner/ Manager**

I confirm that: \_\_\_\_\_  
*(Name of authorised person able to cull on Property)*

has permission to cull Wild Dogs on my property as described below:

Property Name: \_\_\_\_\_

Property Location: \_\_\_\_\_

**Authorised by Property Owner / Manager:**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:**        /        /20

## **BUSINESS PAPERS**

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### **10.5 KARUMBA CHILDRENS CENTRE INC. - BUILDING**

**Attachments:** 10.5.1. Mandatory Standard Terms Document [↓](#)  
10.5.2. Executed Trustee Lease - Karumba Children's Centre Inc. [↓](#)

**Author:** Julianne Meier - Director Corporate Services

**Date:** 5 December 2023

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**Key Outcome:** A well governed, responsive Council, providing effective leadership and management, and respecting community values

**Key Strategy:** Provision of safe and reliable infrastructure (roads, water and sewer, buildings and facilities, etc.)

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#### **Executive Summary:**

The Karumba Children's Centre entered into a lease arrangement with Council in 2012 for a term of 30 years. The building is requiring some maintenance, and there has been concerns in relation to the ownership of the building and therefore who is responsible for performing building maintenance. This report provides some legal guidance on the matter.

#### **RECOMMENDATION:**

That Council undertake an inspection of the premises to determine any maintenance type works required.

#### **Background:**

The Karumba Children's Centre entered into a lease arrangement with Council in 2012 for a term of 30 years. The building is requiring some maintenance, and there has been concerns around who is responsible for performing this because the Karumba Children's Centre initially received funding to construct the building. That raised the question of who owned the premises. I have sought advice from Preston Law which follows:

*As this is a Trustee Lease, the State's Mandatory Standard Terms Document ("MSTD") also apply and includes some additional definitions which helps in the interpretation of some of those relevant clauses. I have attached this for your reference. However, since the MSTD came into effect, the Land Act 1994 has introduced some "prescribed terms" under section 255 which imposes prescribed terms on all trustee leases under the Land Regulation – including ones entered into after the prescribed terms were enacted and after the expiry of a transition period (which was 1 year).*

*Section 256(4) of the Land Act confirms that if a term of the lease is inconsistent with a prescribed term, the prescribed term applies. However, this lease will still be subject to the MSTD (because contractually the parties have agreed to be bound by it, pursuant to the terms of the lease), as well as the prescribed terms (other than to the extent of any inconsistency, in which case the prescribed terms prevail).*

*As a summary of the Lease and Mandatory Standard Terms ("MST"):*

- **Premises** is defined in the MST as "the premises described in Item 5 of Form 7 and the Improvements on those premises", which is the whole of the Leased area;

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- **Improvements** is defined in the MST as “all improvements, fixtures and fittings as constructed on the Premises from time to time”;
- **Building** is defined in the Lease as “all improvements from time to time existing on the Land and any other improvements which the Trustee (as owner, lessee or licensor) develops in conjunction with the Land and where appropriate shall be deemed to include the land”;
- clause 24.14 requires the Lessee to keep the Premises in a thorough state of cleanliness (including the interior of the building and external window and glass surfaces);
- clause 24.15 requires the Lessee to maintain all areas outside the Building in good order and condition, including weeding, mowing and generally maintaining the grounds;
- except as provided for in clause 24, clause 25.1 requires the Lessee to keep and maintain the Premises in good and substantial repair, order and condition, **except** for fair wear and tear and damage as a result of force majeure such as fire, flood, storm etc or **damage by any structural or other defect in the Premises** or any part, without any neglect or default by the Lessee, provided that the Lessee has taken all reasonable measures and precautions as required by the Lease to ensure that any damage, defect or dilapidation that is considered to be fair wear and tear does not cause or contribute to any further consequential damage to the Premises (and that any repairs required are not as a result of the Lessee’s negligence);
- clause 25.2 requires the Lessee to maintain its Property and any Improvements or Alterations owned or made by the Lessee in good and tenable repair, except for fair wear and tear;
- clause 25.20 requires the Lessee to refurbish the Premises after the first 5 years of the term, so this would have been required from 1 July 2017; and
- clause 29.6 gives the Lessee the right to remove any ‘removable improvements’ that were erected or installed by the Lessee (other than any fixtures which were paid by or subsidised by Council) within 30 days of the date of termination, provided that it won’t cause any substantial damage and that the Lessee makes good any damage caused to the premises by the removal.

Essentially, what this means is that the Lessee is only responsible for the maintenance and repair of the building to a standard of good order and repair (or good and tenable repair). Any fair wear and tear on the building will fall to Council to repair. Generally, it is considered to be fair wear and tear if it occurs as part of the normal use and change that happens to the premises as it ages. For example, paint fading on the walls caused by sunlight over time or scuff marks on the wall as a result of the normal occurrence of the Lessee’s occupation.

Under the terms of the Lease, particularly clause 25.1, the Lessee would need to demonstrate that they’ve taken all “reasonable measures and precautions” required under the Lease so that any fair wear and tear (which would be Council’s responsibility to repair) does not create any further damage to the premises. Given you’ve indicated that the Building may be sinking and in need of stabilisation works then unless this can be attributed to the negligence or default by the Lessee in not taking all reasonable measures and precautions to prevent the damage, it is likely that the damage would be considered a structural issue and under clause 25.1, Council would be responsible for the repair.

## **BUSINESS PAPERS**

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*If the Lessee was responsible for the construction of the building, then the Building would be considered owned by the Lessee. However, as you can see from the provisions above, particularly clause 25.2, this won't alleviate Council from having to undertake any repairs to the Lessee's Property or Improvements that fall outside of being considered 'good and tenantable repair'.*

*However, as mentioned above, it would be worthwhile undertaking an inspection of the premises to try and determine the cause of the issue. If this can be attributed to the Lessee's negligence or failure to comply with the requirements of the lease for repairs and maintenance as outlined above, then Council may be able to assert that the Lessee is responsible for fixing the damage.*

*Even if Council is responsible for repairing the structural damage, clause 26 of the Lease doesn't oblige Council to restore or rebuild the premises to the previous specifications as long as the layout and dimensions are not substantially difference. Clause 26.3 allows Council to cancel the Lease if the Premises are wholly or substantially unfit for the occupation and use of the Lessee, instead of restoring the Premises. However, to rely on this, Council would need to have some evidence about the fitness for occupation, such as a report from a Building Certifier or other qualified professional.*

For information.

**Consultation (Internal/External):**

- Chief Executive Officer – Mark Crawley
- Preston Law

**Legal Implications:**

- Likely to be low risk.

**Financial and Resource Implications:**

- The cost of any maintenance works should be prioritized and scheduled and within Council's capital expenditure program.

**Risk Management Implications:**

- Failure to adequately maintain the building could have safety implications, given the purpose is a Child Care Centre.

711932933 V0 REGISTERED Recorded Date 19/09/2008 11:31 Page 1 of 7

FQUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

**GENERAL REQUEST**

Duty Imprint

**FORM 14** Version 4  
Page 1 of 2



**711932933**

**NO FEE**

19/09/2008 11:31

**BE 608**

*NO FEE*

- 
- |  |  |                    |
|--|--|--------------------|
| <b>1. Nature of request</b>                                      | <b>Lodger</b> (Name, address, E-mail & phone number)   | <b>Lodger Code</b> |
| REQUEST TO REGISTER MANDATORY STANDARD TERMS FOR A TRUSTEE LEASE | SLAM – Policy<br>GPO Box 2454<br>Brisbane Q 4001<br><a href="mailto:SLAMPolicyCHO@nrw.qld.gov.au">SLAMPolicyCHO@nrw.qld.gov.au</a> | BE 2268            |
- 
- |                                   |               |               |                        |
|-----------------------------------|---------------|---------------|------------------------|
| <b>2. Lot on Plan Description</b> | <b>County</b> | <b>Parish</b> | <b>Title Reference</b> |
| NOT APPLICABLE                    |               |               |                        |
- 
- 3. Registered Proprietor/State Lessee**  
NOT APPLICABLE
- 
- 4. Interest**  
NOT APPLICABLE
- 
- 5. Applicant**  
DEPARTMENT OF NATURAL RESOURCES AND WATER
- 
- 6. Request**  
I hereby request that: PURSUANT TO SECTION 318A OF THE LAND ACT 1994 THE ATTACHED MANDATORY STANDARD TERMS DOCUMENT FOR A TRUSTEE LEASE BE REGISTERED.
- 
- 7. Execution by applicant**

17/19/2008  
Execution Date

*Graham Nicholas*  
Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant  
Graham Nicholas, A/Director, State Land Asset Management, Department of Natural Resources and Water a duly authorised delegate of the Minister under the current Land Act (Ministerial) Delegation

QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994  
and Water Act 2000

**SCHEDULE / ENLARGED PANEL /  
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**Mandatory standard terms for a Trustee Lease  
(Sections 318, 318A Land Act 1994)**

For the *Land Act 1994*, this document contains provisions that are treated as terms of a further document, and applies to a document, that is a trustee lease under that Act. Those provisions are:

**1. INTRODUCTION**

- 1.1 This Trustee Lease is subject to the provisions of the Act and if any clause or condition of this Trustee Lease is inconsistent with the Act, the provisions of the Act prevail.
- 1.2 A mandatory standard terms document for a trustee lease under the Act forms part of this Trustee Lease under the Act.
- 1.3 If there is a conflict between the Mandatory Standard Terms Document and the terms of another document for this Trustee Lease, the Mandatory Standard Terms Document prevails as provided for under section 320A of the Act.

**2. DEFINITIONS**

- 2.1 In this Trustee Lease, unless the context requires otherwise:
  - (a) **"the Act"** means the *Land Act 1994* (Q), as amended from time to time and if that Act is repealed, any Act which replaces that Act;
  - (b) **"Approval"** means any approval, consent or permission required by law, including under the Act;
  - (c) **"Business Day"** means any day in the State of Queensland which is not a Saturday, Sunday or public holiday either in the locality of the Premises or in Brisbane.
  - (d) **"Commencement Date"** means the commencement date stated in Item 6 of the Form 7;
  - (e) **"Form 7"** means the Form 7 lease which forms part of this Trustee Lease;
  - (f) **"Improvements"** means all improvements, fixtures and fittings as constructed on the Premises from time to time;
  - (g) **"Mandatory Standard Terms Document"** means the mandatory standard terms document lodged by the Minister in the land registry for a trustee lease under the Act;
  - (h) **"Minister"** means the Minister administering the Act;
  - (i) **"Parties"**, other than in clause 15 (Release and Indemnity), means the Trustee and the Trustee Lessee;
  - (j) **"Premises"** means the premises described in Item 5 of the Form 7 and the Improvements on those premises;
  - (k) **"Rent"** means the rent stated in Item 7 of the Form 7;
  - (l) **"Term"** means the term stated in Item 6 of the Form 7;
  - (m) **"Trust Land"** means the land described in Item 2 of the Form 7;
  - (n) **"Trustee"** means the lessor stated in Item 1 of the Form 7 and any trustee appointed under the Act in place of that lessor. Where the context permits, the definition also includes all of the Trustee's officers, employees, agents, contractors, consultants and invitees;
  - (o) **"Trustee Lease"** means the Mandatory Standard Terms Document and any other document (including the Form 7, any schedule, plans and attachments) for a lease by the Trustee to the Trustee Lessee of the Premises for the Term;
  - (p) **"Trustee Lessee"** means the lessee stated in Item 3 of the Form 7 and includes any personal representative or successor in title to the Trustee Lessee. Where the context permits, the definition also includes all of the Trustee Lessee's officers, employees, agents, contractors, consultants and invitees.

**3. SUPERSEDED ACTS ET CETERA**

- 3.1 Where a law, person or body or other thing referred to in this Trustee Lease is renamed, superseded or replaced with another law, person or body or other thing (as the case may be), references in this Trustee Lease will be taken to be changed in a corresponding manner, except where the context requires otherwise.

QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994  
and Water Act 2000

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**4. MINISTERIAL APPROVAL**

4.1 This Trustee Lease is subject to and conditional on:

- (a) the Minister's written 'in principle' approval to the Trustee Lease under section 57(1) of the Act;
- (b) endorsement of the Minister's approval on this Trustee Lease under section 57(4) of the Act;
- (c) compliance with any conditions of an approval of the Minister that must be complied with before the Trustee may lease the Premises to the Trustee Lessee under this Trustee Lease; and
- (d) registration under the Act, as required by section 57(3) of the Act, of this Trustee Lease in the land registry.

Until paragraphs (a), (b), (c) and (d) are satisfied and despite the definitions of "Commencement Date" and "Term" in clause 2.1, the (purported) Trustee Lease does not take effect as a lease of the Premises and the Trustee Lessee has no right to the possession, occupation or use of the Premises.

---

**5. GRANT OF TRUSTEE LEASE**

5.1 Subject to clause 4.1, the Trustee leases the Premises to the Trustee Lessee for the Term under this Trustee Lease.

---

**6. USE AND DEVELOPMENT, ACCESS AND SERVICES**

6.1 The Trustee Lessee may only use or develop the Premises:

- (a) according to all relevant laws including, without limitation, any planning and environmental laws and any local laws;
- (b) where an Approval of any entity is required to undertake or carry out a use or development of the Premises, with the prior Approval of the relevant entity and according to that Approval;
- (c) subject to the terms of this Trustee Lease, according to any management plan for the Trust Land under section 48 of the Act.

6.2 Without limiting clause 6.1, if the purpose of this Trustee Lease is inconsistent with the purpose for which the Trust Land was dedicated or granted, all Improvements built or placed by the Trustee Lessee on the Premises must first be approved by the Minister under section 59(2) of the Act.

6.3 In clause 6.1, 'develop' includes the construction of Improvements on the Premises.

6.4 Despite anything else, the Trustee Lessee holds this Trustee Lease so that the Trust Land (including the Premises) may be used for the purpose for which the Trust Land was dedicated or granted without undue interruption or obstruction.

6.5 Clause 6.4 does not apply to a building permitted to be built on the Trust Land.

6.6 If the Trustee Lease does not adjoin a dedicated road, or have some other legal access, the Trustee Lessee may access and provide services (including electricity, telephone, water and like services) to the Trustee Lease and Premises through the Trust Land via the most convenient route or location as determined by the Trustee and on any terms and conditions of the Trustee.

---

**7. DECLARED PEST PLANTS AND ANIMALS**

7.1 The Trustee Lessee must control pest plants and animals on the Premises during the Term in accordance with the *Land Protection (Pest and Stock Route Management) Act 2002* and any requirements of the local government in whose local government area the Premises are situated.

QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994  
and Water Act 2000

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**8. CLEARING OF VEGETATION**

8.1 The Trustee Lessee may only clear, remove or destroy any native vegetation ('clear') on the Premises if the:

- (a) clearing is permitted or not prohibited by law or, if required by law, the Trustee Lessee may under a development permit under the *Integrated Planning Act 1997* clear; and
- (b) Trustee has given its consent to the clearing.

**9. ENVIRONMENT PROTECTION AND DUTY OF CARE**

9.1 The Trustee Lessee must not dispose of or allow to be disposed of, any substance or thing (including refuse, garbage, oil or chemical) into any watercourse, the sea or onto the Trust Land (including the Premises). For this clause and without limitation, a substance or thing is disposed of if it leaks, or is washed, blown or otherwise enters, into any watercourse, the sea or onto the Trust Land (including the Premises).

9.2 Without limiting clause 9.1, the Trustee Lessee must:

- (a) store and keep all trade refuse and trade garbage in proper containers; and
- (b) dispose of all refuse and trade garbage regularly and hygienically at an approved rubbish dump without causing pollution or damage to the Trust Land (including the Premises), any land adjoining the Trust Land, a watercourse or the sea.

For this clause and without limitation, trade refuse and trade garbage includes debris from building works, chemicals from chemical works, medical waste and other waste of this nature but does not include general refuse and garbage that is collected regularly by or for the relevant local government.

9.3 The Trustee Lessee must:

- (a) use all reasonable endeavours to overcome and minimise any harmful effects on the environment arising from its use of the Premises; and
- (b) rehabilitate the Premises, and any watercourse, the sea, the Trust Land and any other land (the "affected areas") if there is any damage caused to the Premises and the affected areas by its use of the Premises and any other area of the Trust Land.

9.4 The Trustee Lessee has a responsibility for a duty of care for the Premises.

**10. LIQUOR OR GAMING AND OTHER LICENCE**

10.1 The Trustee Lessee must not store, sell or supply, or allow to be stored, sold or supplied, any liquor on or from the Premises:

- (a) except with the prior written consent of the Trustee and the Minister; and
- (b) according to any required licence or other authority under the *Liquor Act 1992*.

10.2 The Trustee Lessee must not operate the Premises under a gaming machine licence (as defined in the *Gaming Machine Act 1991*) without the prior written consent of the Trustee and the Minister.

10.3 The Trustee Lessee must not operate KENO facilities on the Premises. With the prior written consent of the Trustee and the Minister, this clause 10.3 will not apply if KENO facilities have been operating on the Premises under a previous lease from the Trustee for the Premises and where all necessary Approvals were obtained.

10.4 The Trustee Lessee must not operate TAB facilities on the Premises. With the prior written consent of the Trustee and the Minister, this clause 10.4 will not apply if TAB facilities have been operating on the Premises under a previous lease from the Trustee for the Premises and where all necessary Approvals were obtained.

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**11. TRANSFER, MORTGAGE OR SUBLEASE**

11.1 The Trustee Lessee may not transfer, mortgage or sublease this Trustee Lease without the prior Approval of the Trustee and the Minister.

**12. NO HOLDING OVER AND OTHER DEALINGS**

12.1 The Trustee Lessee may not:

- (a) hold over, possess or occupy the Premises after the expiry of this Trustee Lease;
- (b) renew this Trustee Lease;
- (c) convert this Trustee Lease to another form of tenure; or
- (d) buy the Premises.

**13. THE MINISTER AND STATE OF QUEENSLAND NOT BOUND**

13.1 The Parties may not bind or subject the Minister or the State of Queensland to any agreement, or liability for costs, fees or expenses under this Trustee Lease.

**14. INSURANCE**

14.1 The Trustee Lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Cth) or, in any other case, to the satisfaction of the Minister, naming the Trustee Lessee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the Premises and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.

Such policy must:

- (a) be for an amount of not less than twenty million dollars (\$20,000,000.00) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require; and
  - (b) be effected on a "claims occurring" basis so that any claim made by the Trustee Lessee under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
  - (c) be maintained at all times during the currency of this Trustee Lease, and upon receipt of any Notice of Cancellation, the Trustee Lessee must immediately effect another public liability insurance policy in accordance with the terms and conditions of this Trustee Lease.
- 14.2 The Trustee Lessee must forward a certificate of currency to the Trustee within 10 business days of the commencement of each respective renewal period.
- 14.3 The Trustee must, within 10 business days of becoming aware of any of the following occurrences, inform the Minister in writing, of any such occurrences:
- (a) the Trustee Lessee's failure to renew the public liability insurance cover as required under the terms and conditions of this Trustee Lease;
  - (b) the Trustee Lessee's failure to forward to the Trustee within 10 business days after the commencement of a renewal period for such cover, a copy of the certificate of currency as required under this Trustee Lease;
  - (c) receipt by the Trustee of a Notice of Cancellation in relation to such cover.
- 14.4 Clauses 14.1 to 14.3 will be satisfied if the Trustee Lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.

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- 14.5 Clauses 14.1 to 14.3 will be satisfied if the Trustee Lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover.
- 14.6 Clauses 14.1 to 14.3 will be satisfied if the Minister approves by separate letter a replacement clause or clauses for inclusion in another document that forms part of this Trustee Lease. For this clause 14.6 to have effect, the replacement clause or clauses must be included in that other document and the original of the letter of approval must have been lodged in the land registry with a document that forms part of this Trustee Lease.
- 14.7 The Trustee Lessee must, as soon as practicable, inform the Minister and Trustee, in writing, of the occurrence of any event that the Trustee Lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Trustee are kept fully informed of subsequent actions and developments concerning the claim.
- 14.8 To remove doubt, the requirements of clause 14 apply to any other area of the Trust Land used by the Trustee Lessee.

**15. RELEASE AND INDEMNITY**

- 15.1 The Trustee Lessee indemnifies and agrees to keep indemnified the Minister, the State of Queensland, and the Trustee ("the Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this Trustee Lease to the Trustee Lessee or which is connected to or resulting from the Trustee Lessee's use and occupation of the Premises (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified parties.
- 15.2 The Trustee Lessee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the release and discharge in favour of any of the other Indemnified parties.
- 15.3 To remove doubt, the Trustee Lessee specifically agrees that the indemnity provided by the Trustee Lessee in this clause 15 extends to any Claim (as defined by this clause 15) arising from the use of any other area of the Trust Land by the Trustee Lessee.

**16. POWER OF ATTORNEY**

- 16.1 The Trustee Lessee, other than if the Trustee Lessee is the Commonwealth of Australia or the State of Queensland, appoints the Trustee to act as the Trustee Lessee's attorney and authorises the Trustee to execute all such documents and to perform such acts on the Trustee Lessee's behalf as are necessary to procure the registration of a surrender of this Trustee Lease to the Trustee.
- 16.2 The Trustee must not use its power pursuant to this clause unless:
- (a) the Trustee Lessee has breached a term or condition of this Trustee Lease;
  - (b) the Trustee has given written notice of the breach to the Trustee Lessee and has allowed the Trustee Lessee 20 business days (or such other time as the Trustee may allow after taking into account what needs to be done and the time required to remedy the breach) from the delivery of that written notice to remedy the breach; and
  - (c) the Trustee Lessee has not remedied the breach by the expiration of the 20 business day period (or such other time as the Trustee has allowed);

and the Trustee is entitled to end this Trustee Lease as provided for under this clause 16 and take possession of the Premises.

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**17. SURRENDER**

- 17.1 The Trustee Lessee, with the Trustee's consent, may, at any time during the Term, surrender this Trustee Lease. On surrender, clause 18 applies.

**18. TRUSTEE LESSEE'S OBLIGATIONS AT THE END OF THIS TRUSTEE LEASE**

- 18.1 At the end of this Trustee Lease, if the Trustee Lessee removes its Improvements from the Premises under this Trustee Lease or otherwise, the Trustee Lessee must restore and otherwise make good the Premises to a similar condition the Premises were in before the Commencement Date to the satisfaction of the Trustee.
- 18.2 At the end of this Trustee Lease, the Trustee Lessee must leave the Premises in a clean and tidy condition to the satisfaction of the Trustee.
- 18.3 The Trustee Lessee must maintain any insurance it is required to effect under clause 14 during any period in which it may remove its Improvements (the 'removal period').
- 18.4 During the removal period, the Trustee Lessee indemnifies, releases and discharges those persons stated in clause 15 to the same extent provided for under clause 15.

**19. CANCELLATION OF TRUSTEE LEASE**

- 19.1 If this Trustee Lease is cancelled under section 65 of the Act:
- (a) this Trustee Lease ends and no person has a right to a claim for compensation; and
  - (b) any Improvements not removed from the Trust Land become the property of the Trustee.

**20. REVOCATION OF DEDICATION OF WHOLE OR PART OF RESERVE OR CANCELLATION OF A DEED OF GRANT IN TRUST**

- 20.1 If the Trust Land is a reserve under the Act:
- (a) the Minister may revoke the dedication of all or part of the reserve under section 33 of the Act;
  - (b) on revocation of all or part of the reserve, this Trustee Lease, in relation to the land the subject of the revocation, is cancelled from the day the revocation of the dedication of the reserve takes effect under section 34D of the Act;
  - (c) if this Trustee Lease is cancelled, no person has a right to a claim for compensation for the revocation (as provided under section 34F(f) of the Act), and the Trustee Lessee must immediately vacate the Premises as required under section 34G of the Act;
  - (d) on cancellation of this Trustee Lease under section 34F, improvements (as defined in the Act) that have not been removed from the Trust Land become the property of the State subject to section 34H of the Act.
- 20.2 If the Trust Land is a deed of grant in trust under the Act:
- (a) the Governor in Council may cancel the deed of grant in trust under section 38 of the Act;
  - (b) on cancellation of the deed of grant in trust, this Trustee Lease is cancelled from the day the cancellation takes effect under section 38(6) of the Act;
  - (c) if this Trustee Lease is cancelled, no person has a right to a claim for compensation for the cancellation (as provided by section 38E(e) of the Act) and the Trustee Lessee must immediately vacate the Premises as required under section 38F of the Act;
  - (d) on cancellation of this Trustee Lease under section 38E, improvements (as defined in the Act) that have not been removed from the Trust Land become the property of the State subject to section 38G of the Act.

**END OF DOCUMENT**

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LEASE/SUB LEASE

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Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DERM see the department's website.

<b>1. Lessor</b> COUNCIL OF THE SHIRE OF CARPENTARIA	<b>Lodger</b> (Name, address E-mail & phone number) Preston Law 1,59 McLeod Street, Cairns, Qld, 4870 Phone: 07 4052 0700 Fax: 07 4031 0282 Email: info@prestonlaw.com.au Reference: AMK:POL:120114	<b>Lodger Code</b> 789
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<b>2. Lot on Plan Description</b> Lot 105 on SP 112353	<b>County</b> Norman	<b>Parish</b> Kimberley	<b>Title Reference</b> 49011506
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<b>3. Lessee</b> Given names	Surname/Company name and number	(include tenancy if more than one)
	Karumba Children's Centre Inc	

**4. Interest being leased**  
Reserve

**5. Description of premises being leased**  
Lease A on SP218129 on part of Lot 105 on SP112353

<b>6. Term of lease</b> Commencement date/event: 1 July 2012 Expiry date: 30 June 2042 Options: Nil #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	<b>7. Rental/Consideration</b> \$15,000.00 per annum + GST
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**8. Grant/Execution**  
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule and document no. 711932933.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature  
 PHILLIP MICHAEL TURNER full name  
 SOLICITOR qualification

Witnessing Officer

14/08/2012  
Execution Date

.....signature  
 Mayor  
 .....signature  
 Chief Executive Officer  
 Lessor's Signature

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**9. Acceptance**  
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature  
 PHILIP MICHAEL TURNER full name  
 SOLICITOR qualification / 11/08/2012  
 Execution Date

Witnessing Officer

Karumba Children's Centre Inc  
 .....signature  
 Lessee's Signature SECRETARY

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

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**REFERENCE SCHEDULE**

<b>Item 1</b>	<b>Trustee</b> <b>Address for Notices</b> <b>Telephone Number</b> <b>Facsimile Number</b> <b>Contact</b>	<b>Council of the Shire of Carpentaria</b> PO Box 31, Normanton, Qld, 4890 (07) 4745 2200 (07) 4745 1340 Chief Executive Officer
<b>Item 2</b>	<b>Trustee Lessee</b> <b>Address for Notices</b> <b>Telephone Number</b> <b>Facsimile Number</b> <b>Contact</b>	<b>Karumba Children's Centre Inc</b> PO Box 110, Karumba, Qld, 4891 (07) 4745 9175 (07) 4745 9487 Director
<b>Item 3</b>	<b>Description</b> <b>Area</b>	Lease A on SP218129 part of Lot 105 on SP112353 4,852 m2
<b>Item 4</b>	<b>Term of Lease</b>	30 years
<b>Item 5</b>	<b>Annual Rental</b>	\$15,000.00 per annum plus GST
	<b>CPI Review</b>	Not applicable
	<b>Market Review</b> (if option exercised)	Not applicable
<b>Item 6</b>	<b>Outgoings</b>	As outlined in clause 23
<b>Item 7</b>	<b>Options and Extended Terms</b>	Nil
<b>Item 8</b>	<b>Permitted Use of Premises</b>	Child care centre
<b>Item 9</b>	<b>Insurance Requirements</b>	As outlined in clause 15
<b>Item 10</b>	<b>Amount of Bond/Bank Guarantee</b>	Not applicable

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**1. PARTS OF TRUSTEE LEASE**

1.1 This Trustee Lease is divided into three (3) parts:

**PART A – DEFINITIONS AND INTERPRETATION**

**PART B – MANDATORY STANDARD TERMS**

**PART C – ADDITIONAL TRUSTEE LEASE CONDITIONS**

1.2 To the extent that a provision in PART A – DEFINITIONS AND INTERPRETATION or PART C – ADDITIONAL TRUSTEE LEASE CONDITIONS is inconsistent with a provision in PART B – MANDATORY STANDARD TERMS, the provision in PART B – MANDATORY STANDARD TERMS will prevail.

**PART A – DEFINITIONS AND INTERPRETATION**

**2. DEFINITIONS AND INTERPRETATION**

**2.1 Definitions**

In this Trustee Lease unless the contrary intention appears:

**Appurtenances** means all mechanical ventilation stop-cocks hydrants fire hoses alarm systems or other fire prevention and extinguishing equipment water closets lavatories grease traps water apparatus wash basins washrooms gas fittings electrical fittings and apparatus and other services contained in or about the Building or the Premises as the context requires;

**Authority** means any local, state or federal government statutory or public authority or corporation having jurisdiction over the Premises;

**Building** means all improvements from time to time existing on the Land and any other improvements which the Trustee (as owner, lessee or licensor) develops in conjunction with the Land and where appropriate shall be deemed to include the Land;

**Business Day** means any day in the State of Queensland which is not a Saturday, Sunday or public holiday either in the locality of the Premises or Brisbane;

**Consumer Price Index** means the All Groups Consumer Price Index published from time to time by the Australia Bureau of Statistics in relation to the City of Brisbane;

**CPI Review** means a review of Rental calculated by using the following formula:-

$$R = Z \frac{XY}{100}$$

Where:

- R = The Rental payable for the Rental Year in respect of which the Rental is being calculated;
- X = Consumer Price Index figure for the quarter ended immediately prior to the commencement of the Rental Year in respect of which the Rental is being calculated;
- Y = Rental payable during the Rental Year immediately preceding the Rental Year in respect of which the Rental is being calculated;
- Z = Consumer Price Index figure for the quarter ended immediately prior to the commencement of the Rental Year immediately preceding the Rental Year in respect of which the Rental is being calculated.

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**PROVIDED ALWAYS** that the rental in any one Rental Year shall not be less than the Rental paid by the Trustee Lessee in the previous Rental Year;

**Default Rate** means the rate which is two percent (2%) per annum above the highest overdraft rate charged as at the due date for payment of the relevant monies by the Trustee's principal bankers for commercial loans in excess of one hundred thousand dollars (\$100,000.00);

**Environmental Laws** means all laws relating to the Environment (whether statute law or common law or otherwise), including, but not limited to, a law relating to land use; planning; environmental assessment; the environmental heritage; coastal protection; water catchments; pollution of air and water; noise; soil or ground water contamination; chemicals; pesticides; hazardous substances; the ozone layer; waste; dangerous goods; building regulation; occupation of buildings; fire safety; public health; occupational health and safety; noxious traders; any Environmental Hazard; any aspect of protection of the Environment, or the enforcement or administration of any of those laws; and includes the Environmental Act.

**Environmental Liabilities** means any of the following liabilities:

- (a) any compensation payable under Environmental Laws;
- (b) any fines or penalties payable under Environmental Laws;
- (c) all costs (including, without limitation, legal costs and expenses on a full indemnity basis or solicitor and own client basis) and expenses incurred in complying with any Environmental Laws; and
- (d) all other claims, demands, suits, proceedings, causes of action, losses (including consequential losses) damages, costs and expenses, legal consulting fees and interest payable under Environmental Laws.

**Expiry Date** means the expiry date in **Item 6 of the Form 7**;

**Form 7** means the Form 7 to the *Land Title Act 1994* (Qld) to which this schedule is attached;

**Item** unless otherwise stated means the relevant Item number of the Form 7;

**GST** means any tax, levy, charge or impost implemented under the GST Act or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999*;

**Lease Year** means the period of 12 months starting on and including the Commencement Date and then each succeeding period of 12 months;

**Mandatory Standard Terms Document** means the mandatory standard terms document lodged by the Minister in the land registry for a trustee lease under the Act bearing registration number 711932933;

**Market Review** means a review of Rental carried out as follows:

- (a) The Trustee may, but is not obliged to, give to the Trustee Lessee a Trustee's Notice nominating the amount which the Trustee considers to be the current market Rental for the Premises at the review date and which shall apply for the following Rental Year;
- (b) If within one (1) month after the review date the Trustee and Trustee Lessee cannot agree on the current market Rental, then the current market Rental shall be determined in the manner provided for in the clause headed "Rent Review Disputes" and the Rental so determined shall be the Rental for the following Rental Year;

**Month** or **Monthly** means respectively calendar month or calendar monthly;

**Permitted Use** means the use stated in **Item 8 of the Reference Schedule**;

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**Person** includes any corporation and vice versa;

**Reference Schedule** means the reference schedule forming part of the Trustee Lease;

**Rental** means the rental stated in **Item 6 of the Form 7**;

**Rental Day** means the Commencement Date of this Lease and the anniversary of that day in each subsequent year throughout the Term;

**Rental Year** means each separate year of the Term the first of such rental years commencing on the Commencement Date and each subsequent rental year commencing on the corresponding day of each succeeding year.

**Review Date** means each CPI, market or fixed percentage rental review date in **Item 5 of the Reference Schedule**;

**Services** means all services or systems of any nature from time to time provided as the context requires to the Premises and/or the Building and/or the Land or available for use, and includes the provision of any electronic medium, electricity, lighting, gas, fuel, power, water sewerage drainage plant rooms, fire services, sprinkler systems or devices, air-conditioning and the fittings fixtures appliances plant and equipment utilised for such services;

**Trustee Lessee's Property** means all property inside the Premises (including fixtures) owned, constructed or brought into the premises by the Trustee Lessee (for example, fixtures, fittings, signs, equipment, stock) that is not the Trustee's property;

**Trust Land** means the land described in **Item 2 of the Form 7**;

**Trustee's Fixtures** includes all Appurtenances plant equipment fittings fixtures furniture and furnishings of whatever nature from time to time in the Premises and supplied by the Trustee.

**Trustee Lease** means the Mandatory Standard Terms Document and any other document (including the Form 7, any schedule, plans and attachments) for a lease by the Trustee to the Trustee Lessee of the Premises for the Term;

**2.2 Interpretation**

In this Trustee Lease:

- (a) a person includes any other entity recognised by law and vice versa;
- (b) the singular number includes the plural and vice versa;
- (c) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally, and on the part of two or more persons binds each of them jointly and severally;
- (d) headings and the index (if any) are for convenience and do not affect interpretation;
- (e) each example is descriptive only and not exhaustive; and
- (f) every obligation by the Trustee Lessee is taken to include an obligation by the Trustee Lessee to ensure that each of the Trustee Lessee's employees, agents, contractors, invitees, sublessees and others under the Trustee Lessee's control comply with that obligation;
- (g) a reference to:
  - (i) a person includes the person's executors, administrators, successors and assigns;

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- (ii) exhibit, annexure or schedule is a reference to the corresponding exhibit, annexure or schedule to this Trustee Lease;
- (iii) a thing or period includes the whole and each part of it;
- (iv) any body (for example, an institute, association or Authority) that ceases to exist or whose powers or functions are transferred refers to the body that replaces it or substantially succeeds to its powers or functions; and
- (v) a law or legislation includes all regulations and other instruments under it and amendments or replacements of any of them.

**PART B – MANDATORY STANDARD TERMS FOR A TRUSTEE LEASE**

**3. INTRODUCTION**

- 3.1 This Trustee Lease is subject to the provisions of the Act and if any clause or condition of this Trustee Lease is inconsistent with the Act, the provisions of the Act prevail.
- 3.2 A Mandatory Standard Terms Document forms part of the Trustee Lease under the Act.
- 3.3 If there is a conflict between the Mandatory Standard Terms Document and the terms of another document for this Trustee Lease, the Mandatory Standard Terms Document prevails as provided for under section 320A of the Act.

**4. SUPERSEDED ACTS ET CETERA**

- 4.1 Where a law, person or body or other thing referred to in this Trustee Lease is renamed, superseded or replaced with another law, person or body or other thing (as the case may be), references in this Trustee Lease will be taken to be changed in a corresponding manner, except where the context requires otherwise.

**5. MINISTERIAL APPROVAL**

- 5.1 This Trustee Lease is subject to and conditional on:
  - (a) the Minister's written 'in principle' approval on this Trustee Lease under section 57(1) of the Act;
  - (b) endorsement of the Minister's approval on this Trustee Lease under section 57(4) of the Act;
  - (c) compliance with any conditions of an approval of the Ministers that must be complied with before the Trustee may lease the Premises to the Trustee Lessee under this Trustee Lease; and
  - (d) registration under the Act, as required by section 57(3) of the Act, of this Trustee Lease in the land registry.

Until paragraphs (a), (b), (c) and (d) are satisfied and despite the definitions of "Commencement Date" and "Term" in clause 2.1, the (purported) Trustee Lease does not take effect as a lease of the Premises and the Trustee Lessee has no right to the possession, occupation or use of the Premises.

**6. GRANT OF TRUSTEE LEASE**

- 6.1 Subject to clause 5.1, the Trustee leases the Premises to the Trustee Lessee for the Term under this Trustee Lease.

**7. USE AND DEVELOPMENT, ACCESS AND SERVICES**

- 7.1 The Trustee Lessee may only use or develop the Premises:

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- (a) according to all relevant laws including, without limitation, any planning and environmental laws and any local laws;
- (b) where an Approval of any entity is required to undertake or carry out a use or development of the Premises, with the prior Approval of the relevant entity and according to that Approval;
- (c) subject to the terms of this Trustee Lease, according to any management plan for the Trust Land under section 48 of the Act.

**7.2** Without limiting clause 7.1, if the purpose of this Trustee Lease is inconsistent with the purpose for which the Trustee Land was dedicated or granted, all improvements built or placed by the Trustee Lessee on the Premises must first be approved by the Minister under section 59(2) of the Act.

**7.3** In clause 7.1, 'develop' includes the construction of Improvements on the Premises.

**7.4** Despite anything else, the Trustee Lessee holds this Trustee Lease so that the Trust Land (including the Premises) may be used for the purpose which the Trust Land was dedicated or granted without undue interruption or obstruction.

**7.5** Clause 7.4 does not apply to a building permitted to be built on the Trust Land.

**7.6** If the Trustee Lease does not adjoin a dedicated road, or have some other legal access, the Trustee Lessee may access and provide services (including electricity, telephone, water and like services) to the Trustee Lease and Premises through the Trust Land via the most convenient route or location as determined by the Trustee and on any terms and conditions of the Trustee.

**8. DECLARED PEST PLANTS AND ANIMALS**

**8.1** The Trustee Lessee must control pest plants and animals on the Premises during the Term in accordance with the *Land Protection (Pest Stock Route Management) Act 2002* and any requirements of the local government in whose local government area the Premises are situated.

**9. CLEARING OF VEGETATION**

**9.1** The Trustee Lessee may only clear, remove or destroy any native vegetation ('clear') on the Premises if the:

- (a) clearing is permitted or not prohibited by law or, if required by law, the Trustee Lessee may under a development permit under the *Sustainable Planning Act 2009* clear; and
- (b) Trustee has given its consent to the clearing.

**10. ENVIRONMENT PROTECTION AND DUTY OF CARE**

**10.1** The Trustee Lessee must not dispose of or allow to be disposed of, any substance or thing (including refuse, garbage, oil or chemical) into any watercourse, the sea or onto the Trust Land (including the Premises). For this clause and without limitation, a substance or thing is disposed of if it leaks, or is washed, blown or otherwise enters, into any watercourse, the sea or onto the Trust Land (including the Premises).

**10.2** Without limiting clause 9.1, the Trustee Lessee must:

- (a) store and keep all trade refuse and trade garbage in proper containers; and
- (b) dispose of all refuse and trade garbage regularly and hygienically at an approved rubbish dump without causing pollution or damage to the Trust Land (including the Premises), any land adjoining the Trust Land, a watercourse or the sea.

For this clause and without limitation, trade refuse and trade garbage includes debris from building works, chemicals from chemical works, medical waste and other waste of this nature but does not include general refuse and garbage that is collected regularly by or for the relevant local government.

**Title Reference [ 49011506 ]**

**10.3** The Trustee Lessee must:

- (a) use all reasonable endeavours to overcome and minimise any harmful effects on the environment arising from its use of the Premises; and
- (b) rehabilitate the Premises, and any watercourse, the sea, the Trust Land and any other land (the "affected areas") if there is any damage caused to the Premises and the affected areas by its use of the Premises and any other area of the Trust Land.

**10.4** The Trustee Lessee has a responsibility for a duty of care for the Premises.

**11. LIQUOR OR GAMING AND OTHER LICENCE**

**11.1** The Trustee Lessee must not store, sell or supply, or allow to be stored, sold or supplied, any liquor on or from the Premises:

- (a) except with the prior written consent of the Trustee and the Minister; and
- (b) according to any required licence or other authority under the *Liquor Act 1992*.

**11.2** The Trustee Lessee must not operate the Premises under a gaming machine licence (as defined in the *Gaming Machine Act 1991*) without the prior written consent of the Trustee and the Minister.

**11.3** The Trustee Lessee must not operate KENO facilities on the Premises. With the prior written consent of the Trustee and the Minister, this clause 11.3 will not apply if KENO facilities have been operating on the Premises under a previous lease from the Trustee for the Premises and where all necessary Approvals were obtained.

**11.4** The Trustee Lessee must not operate TAB facilities on the Premises. With the prior consent of the Trustee and the Minister, this clause 11.4 will not apply if TAB facilities have been operating on the Premises under a previous lease from the Trustee for the Premises and where all necessary Approvals were obtained.

**12. TRANSFER, MORTGAGE OR SUBLEASE**

**12.1** The Trustee Lessee must not transfer, assign, sublet, mortgage, charge, licence or part with possession of the premises or its interests in the Trustee Lease without the prior consent of the Trustee and the Minister.

**12.2** The Trustee must not unreasonably withhold consent for the purposes of clause 12.1.

**13. NO HOLDING OVER AND OTHER DEALINGS**

**13.1** The Trustee Lessee may not:

- (a) hold over, possess or occupy the Premises after the expiry of this Trustee Lease;
- (b) renew this Trustee Lease;
- (c) convert this Trustee Lease to another form of tenure; or
- (d) buy the Premises.

**14. THE MINISTER AND STATE OF QUEENSLAND NOT BOUND**

**14.1** The Parties may not bind or subject the Minister or the State of Queensland to any agreement, or liability for costs, fees or expenses under this Trustee Lease.

**15. INSURANCE**

**15.1** The Trustee Lessee must effect a public liability insurance policy with an Insurer authorised under the *Insurance Act 1973* (Cth) or, in any other case, to the satisfaction of the Minister, naming the Trustee Lessee as the insured

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covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the Premises and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the Insurance policy.

Such policy must:

- (a) be for an amount of not less than twenty million dollars (\$20,000,000.00) in respect of all claims arising out of a single event or such higher amounts the Minister may reasonably require; and
- (b) be effected on a "claims occurring" basis so that any claim made by the Trustee Lessee under the policy after the expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions; and
- (c) be maintained at all times during the currency of this Trustee Lease, and upon receipt of any Notice of Cancellation, the Trustee Lessee must immediately effect another public liability insurance policy in accordance with the terms and conditions of this Trustee Lease.

**15.2** The Trustee Lessee must forward a certificate of currency to the Trustee within ten (10) business days of the commencement of each respective renewal period.

**15.3** The Trustee must, within ten (10) business days of becoming aware of any of the following occurrences, inform the Minister in writing, of any such occurrences:

- (a) the Trustee Lessee's failure to renew the public liability insurance cover as required under the terms and conditions of this Trustee Lease;
- (b) the Trustee Lessee's failure to forward to the Trustee within ten (10) business days after the commencement of a renewal period for such cover, a copy of the certificate of currency as required under this Trustee Lease;
- (c) receipt by the Trustee of a Notice of Cancellation in relation to such cover.

**15.4** Clauses 15.1 to 15.3 will be satisfied if the Trustee Lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.

**15.5** Clause 15.1 to 15.3 will be satisfied if the Trustee Lessee is the Commonwealth of Australia or a statutory authority eligible for cover under the Comcover Insurance Fund and is insured and continues to be insured by Comcover.

**15.6** Clauses 15.1 to 15.3 will be satisfied if the Minister approves by separate letter a replacement clause or clauses for inclusion in another document that forms part of this Trustee Lease. For this clause 15.6 to have effect, the replacement clause or clauses must be included in that other document and the original of the letter of approval must have been lodged in the land registry with a document that forms part of this Trustee Lease.

**15.7** The Trustee Lessee must, as soon as practicable, inform the Minister and Trustee, in writing, of the occurrence of any event that the Trustee Lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Trustee are kept fully informed of subsequent actions and developments concerning the claim.

**15.8** To remove doubt, the requirements of clause 15 apply to any other area of the Trustee Land used by the Trustee Lessee.

**16. RELEASE AND INDEMNITY**

**16.1** The Trustee Lessee indemnifies and agrees to keep indemnified the Minister, the State of Queensland, and the Trustee ("the Indemnified parties") against all actions, proceedings, claims, demands, costs, losses, damages and

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expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this Trustee Lease to the Trustee Lessee or which is connected to or resulting from the Trustee Lessee's use and occupation of the Premises (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified parties.

- 16.2** The Trustee Lessee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the release and discharge in favour of any of the other Indemnified parties.
- 16.3** To remove doubt, the Trustee Lessee specifically agrees that the indemnity provided by the Trustee Lessee in this clause 16 extends to any Claim (as defined by this clause 16) arising from use of any other area of the Trust Land by the Trustee Lessee.

**17. POWER OF ATTORNEY**

**17.1** The Trustee Lessee, other than if the Trustee Lessee is the Commonwealth of Australia or the State of Queensland, appoints the Trustee to act as the Trustee Lessee's attorney and authorises the Trustee to execute all such documents and to perform such acts on the Trustee Lessee's behalf as are necessary to procure the registration of a surrender of this Trustee Lease to the Trustee.

**17.2** The Trustee must not use its power pursuant to this clause unless:

- (a) the Trustee Lessee has breached a term or condition of this Trustee Lease;
- (b) the Trustee has given written notice of the breach to the Trustee Lessee and has allowed the Trustee Lessee twenty (20) business days (or such other time as the Trustee may allow after taking into account what needs to be done and the time required to remedy the breach) from the delivery of that written notice to remedy the breach; and
- (c) the Trustee Lessee has not remedied the breach by the expiration of the twenty (20) business day period (or such other time as the Trustee has allowed);

and the Trustee is entitled to end this Trustee Lease as provided for under this clause 17 and take possession of the Premises.

**18. SURRENDER**

**18.1** The Trustee Lessee, with the Trustee's consent, may, at any time during the Term, surrender this Trustee Lease. On surrender, clause 19 applies.

**19. TRUSTEE LESSEE'S OBLIGATIONS AT THE END OF THIS TRUSTEE LEASE**

**19.1** At the end of this Trustee Lease, if the Trustee Lessee removed its Improvements from the Premises under this Trustee Lease or otherwise, the Trustee Lessee must restore and otherwise make good the Premises to a similar condition the Premises were in before the Commencement Date to the satisfaction of the Trustee.

**19.2** At the end of this Trustee Lease, the Trustee Lessee must leave the Premises in a clean and tidy condition to the satisfaction of the Trustee.

**19.3** The Trustee Lessee must maintain any insurance it is required to effect under clause 15 during any period in which it may remove its Improvements (the 'removal period').

**19.4** During the removal period, the Trustee Lessee indemnifies, releases and discharges those persons stated in clause 16 to the same extent provided for under clause 16.

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**20. CANCELLATION OF TRUSTEE LEASE**

**20.1** If this Trustee Lease is cancelled under section 65 of the Act:

- (a) this Trustee Lease ends and no person has a right to a claim for compensation; and
- (b) any Improvements not removed from the Trust Land become the property of the Trustee.

**21. REVOCATION OF DEDICATION OF WHOLE OR PART OF RESERVE OR CANCELLATION OF A DEED OF GRANT IN TRUST**

**21.1** If the Trust Land is a reserve under the Act:

- (a) the Minister may revoke the dedication of all or part of the reserve under section 33 of the Act;
- (b) on revocation of all or part of the reserve, this Trustee Lease, in relation to the land the subject of the revocation, is cancelled from the day the revocation of the dedication of the reserve takes effect under section 34D of the Act;
- (c) if this Trustee Lease is cancelled, no person has a right to a claim for compensation for the revocation (as provided under section 34(f) of the Act), and the Trustee Lessee must immediately vacate the Premises as require under section 34G of the Act;
- (d) on cancellation of this Trustee Lease under section 34F, improvements (as defined in the Act) that have not been removed from the Trust Land become the property of the State subject to section 34H of the Act.

**21.2** If the Trust Land is a deed of grant in trust under the Act:

- (a) the Governor in Council may cancel the deed of grant in trust under section 38 of the Act;
- (b) on cancellation of the deed of grant in trust, the Trustee Lease is cancelled from the day the cancellation takes effect under section 38(6) of the Act;
- (c) if this Trustee Lease is cancelled, no person has a right to a claim for compensation for the cancellation (as provided by section 38E(e) of the Act) and the Trustee Lessee must immediately vacate the Premises as required under section 38F of the Act;
- (d) on cancellation of this Trustee Lease under section 38E, improvements (as defined in the Act) that have not been removed from the Trust Land become the property of the State subject to section 38G of Act.

**PART C – ADDITIONAL LEASE PROVISIONS**

**22. RENTAL**

**22.1 Payment of Rental**

The Trustee Lessee must pay the Rental to the Trustee annually, in advance, on the anniversary of the Commencement Date. The Rental is the amount in **item 6 of the Form 7**.

**22.2 Rental Reviews**

Rental Reviews shall occur on the date an in the manner set out in the Reference Schedule.

**22.3 Rental Review Disputes**

Where the Rental is reviewed by a Market Review, if the Trustee Lessee disagrees with the proposed rental set out in a Trustee's Notice, then the following procedure applies:

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- (a) Within twenty-one (21) days of the delivery of the Trustee's Notice (in which regard time is of the essence), the Trustee Lessee must give written notice to the Trustee that it disputes the Rental proposed;
- (b) Following the Trustee Lessee's Notice, given in accordance with sub-clause (a) of this clause, the annual market Rental will be determined by a valuer to be appointed by the President for the time being of the Australian Institute of Valuers and Land Economists (Qld Division) ("the Institute") on the application of either party;
- (c) The valuer to be appointed under sub-clause (b) of this clause must have been a member of the Institute for at least five (5) years;
- (d) The determination of the annual market Rental will be completed and notified by the valuer to the Trustee and the Trustee Lessee within thirty (30) days of submission of the question to the valuer. If the valuer does not comply with this paragraph either party may apply to the President of the Institute for appointment of a replacement valuer. The determination of the first valuer is of no effect unless it is received prior to the appointment of a replacement valuer.
- (e) In determining the annual market Rental any valuer will:-
  - (i) be deemed to be acting as an expert and not as an arbitrator;
  - (ii) exclude any deleterious condition of the Premises if that condition results from any breach of any term of this Lease by the Trustee Lessee;
  - (iii) have regard to the terms and conditions of this Lease;
  - (iv) have regard to the annual market rental of comparable premises in the vicinity of the Premises;
  - (v) value the Premises as being fit for immediate occupation and use even if work has been carried out by the Trustee Lessee or any sub-lessee, licensee or assignee which has diminished the annual market rental of the Premises and if the Premises are destroyed or damaged as if they had been fully restored and were in leasable repair;
  - (vi) value the Premises as being available to be let by a willing Trustee to a willing Trustee Lessee as a whole without a premium but with vacant possession and subject to the provisions of this Lease (other than the amount of Rental reserved by this Lease but including the provisions for Rental review) for a term equal to the original term of this Lease;
  - (vii) assume that all covenants on the part of the Trustee Lessee contained in this Lease have been fully performed and observed;
  - (viii) where the annual market Rental is to be determined for more than one office, value the Premises on an office by office basis;
  - (ix) make no reduction on account of any concession otherwise required to secure a tenant or any period of Rental abatement;
- (f) The costs of the valuation will be borne equally by the Trustee and the Trustee Lessee.
- (g) Any variation in Rental resulting from the determination takes effect on and from the review date.

**22.4 Obligation To Pay Pending Determination**

Pending determination of the Rental for any Rental Year, Rental will be paid at the rate payable during the Rental Year last concluded and will be adjusted retrospectively to the date of commencement of the Rental Year under review.

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**22.5 Broken Periods**

In the event of the Term commencing on a day other than the first day of a year or expiring on a day other than the last day of a year the Trustee Lessee shall pay to the Trustee in respect of the broken periods prior to the first complete year of the Term and subsequent to the last complete year of the Term on the first day of each of such broken periods a proportionate part of the yearly instalments payable on account of the rental. In the event of the determination of this Lease at any time other than the end of a Rental Year, the Trustee Lessee shall pay to the Trustee that proportion of the rental due prior to the date of determination and any moneys found to be due and owing by either party to the other under the provisions of this Clause shall (subject to any right of set-off) be paid within one (1) month of the date of determination.

**23. OTHER CHARGES**

**23.1 Rates**

The Trustee Lessee shall pay all rates, taxes, charges, impositions and levies (not including land tax) assumed, charged or imposed under any Federal or State law or by any Federal, State or local authority which are, at any time during the Term assessed, charged, imposed or levied upon or in respect of the Premises, or the use or occupation of the Premises:-

- (a) If charged or assessed directly by the assessment authority, to the assessment authority by the due date for payment; or
- (b) If charged or assessed against the Trustee, to the Trustee.

**23.2 Charges for Electricity**

The Trustee Lessee shall pay all charges for electricity which may from time to time during the Term be imposed or charged in respect of electric current consumed in or about the Premises to the assessing authority on or before the due date for payment if assessed directly against the Trustee Lessee but otherwise to the Trustee within fourteen (14) days of being billed therefor by the Trustee. In the latter case the Trustee Lessee shall be billed in accordance with the Schedule of Tariffs from time to time issued by the appropriate Electric Authority to which shall be added any fee payable by the Trustee for the reading of the meter.

**23.3 Charges for Gas**

The Trustee Lessee shall pay all charges for gas which may from time to time during the Term be imposed or charged in respect of gas consumed in the Premises to the assessing authority on or before the due date for payment if assessed directly against the Trustee Lessee but otherwise to the Trustee within fourteen (14) days of being billed therefor by the Trustee,

**23.4 Charges for Water**

If a separate water meter shall at any time at the option of the Trustee be installed in respect of water consumed on the Premises the Trustee Lessee shall pay to the Trustee within fourteen (14) days of being billed therefor by the Trustee the water meter rental (if any) and all charges and assessments for water as are from time to time payable to any Local or other Authority in respect of water supplied to and/or consumed on the Premises.

**23.5 Cleansing Dues**

In the event of any Local or other Authority providing any cleansing or refuse service exclusively for the Premises or any additional cleansing service to accommodate the business conducted in the Premises (whether at the request of the Trustee or the Trustee Lessee or by direction of any officer of such authority) the Trustee Lessee shall pay the cost thereof to the assessing authority on or before the due date for payment if assessed directly against the Trustee Lessee but otherwise to the Trustee within fourteen (14) days of being billed therefor by the Trustee.

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**23.6 Costs Of Lease**

The Trustee Lessee shall pay upon demand the following expenses:-

- (a) the usual and proper costs (on a solicitor and our client basis) of the Trustee's solicitors of and incidental to the preparation and execution of this Lease;
- (b) survey fees associated with the registration of the Lease;
- (c) the costs of registration of this Lease.

**23.7 Stamp Duties**

The Trustee Lessee shall upon demand pay all stamp duties from time to time assessed on this Lease and all other duties which may from time to time be assessed (whether generally or against the Trustee or against the Trustee Lessee) in respect of this Lease. The Trustee Lessee shall also if so demanded by the Trustee in the last Rental Year of the Term pay to the Trustee the estimated amount of any stamp duties or other duties which would be payable after the expiration of the Term calculated on the basis that the rental in the last Rental Year of the Term will be the same as for the Rental Year last concluded. Any refund of stamp duties received at any time shall belong to the party who bore the expense of same.

**23.8 Costs of Notices Re-Entry and Consents**

The Trustee Lessee shall upon demand by the Trustee pay all costs (as between solicitor and client) and expenses incurred by the Trustee in relation to any notice lawfully given to the Trustee Lessee pursuant to this Lease, the lawful determination or attempted determination of this Lease, the lawful re-entry or attempted re-entry by the Trustee into the Premises, the surrender of this Lease (including any stamp duties and registration fees thereon) and the granting of any consents by the Trustee as provided herein and of any proceedings lawfully brought by the Trustee to enforce the performance by the Trustee Lessee of his covenants and obligations under this Lease.

**23.9 Legal Fees**

If the Trustee shall without fault on its part be made a party to any litigation commenced by or against the Trustee Lessee (other than litigation between the Trustee and the Trustee Lessee) and arising directly or indirectly out of the Trustee Lessee's occupancy of the Premises, the Trustee Lessee shall pay to the Trustee on demand by the Trustee all legal fees and disbursements (as between solicitor and client) incurred by the Trustee in connection therewith.

**23.10 Excess On Trustee's Insurance**

The Trustee Lessee shall from time to time on demand by the Trustee pay to the Trustee all extra or excess premiums and other charges (if any) for insurances effected by the Trustee payable on account of extra risk caused by the use to which the Premises are put by the Trustee Lessee.

**23.11 Valuation Fees**

Any fees payable to a Valuer for determination of Rental hereunder shall be paid and shared equally by the Trustee and the Trustee Lessee.

**23.12 Goods And Services Tax**

(a) In this sub-clause:-

"Act" means the *A New Tax System (Goods and Services Tax) Act 1999*;

"Creditable Acquisition" has the meaning attributed to that term in the GST Law;

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“GST” has the meaning attributed to that term in the GST Law;

“GST Date” means the date upon which this Lease becomes subject to GST for the purposes of the GST Law;

“GST Exclusive Market Value” has the meaning attributed to that term in the GST Law;

“GST Free” has the meaning attributed to that term in the GST Law;

“GST Law” has the meaning given to that term in the Act or should the Act be repealed, means any act of parliament imposing or relating to the imposition or administration of a goods and services tax in Australia and any subordinate legislation made under that act of parliament;

“GST Rate” means the rate of GST applicable to the Supply under the GST Law at the time of Supply;

“Input Tax Credit” has the meaning attributed to that term in the GST Law;

“Payee” means the party receiving the Payment;

“Payer” means the party making the Payment;

“Payment” means:-

- i) the amount of monetary consideration (exclusive of GST) or
- ii) the GST Exclusive Market Value of any non-monetary consideration (including any act or forbearance)

required to be paid or provided by the Payer to the Payee for a Supply in accordance with the terms of this Lease;

“Supply” has the meaning attributed to that term in the GST Law;

“Tax Invoice” has the meaning attributed to that term in the GST Law.

- (b) Subject to paragraph (d) of this sub-clause, any Payment required to be made under this Lease after the GST Date which is not otherwise expressed to be GST inclusive, and excepting all Payments which are not subject to GST, shall be increased by the GST Rate.
- (c) The Payee must deliver a Tax Invoice for a Payment to the Payer before or at the time the Payment is due.
- (d) Where a Payment is a repayment of, or contribution to, a Creditable Acquisition made by the Payee (including any repayment or contribution to levies, charges, expenses or other outgoings in respect of the Premises), the Payment shall, prior to the Increase provided for by paragraph (b) of this sub-clause, be discounted by an amount equal to the Input Tax Credit to which the Payee is entitled for that Creditable Acquisition under the GST Law.

**24. USE OF PREMISES**

**24.1 Permitted Use**

The Trustee Lessee shall not use the Premises or any part thereof or permit the same to be used for any purpose other than that specified in the Reference Schedule without the consent in writing of the Trustee and the Minister first had and obtained which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Trustee and the Minister.

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**24.2 Source of Light and Power**

The Trustee Lessee shall not use any form of light power or heat other than electric current or gas supplied through meters provided however this covenant shall not prevent the use of auxiliary power of lighting (other than an exposed flame) during any period of power failure or power restrictions.

**24.3 Heating Apparatus**

The Trustee Lessee shall not use any apparatus which radiates heat (other than apparatus for the heating of beverages) without the prior consent in writing of the Trustee (which consent may be withdrawn at any time) and then only in such positions and subject to such conditions as may be specified in such consent.

**24.4 Auction Sales**

The Trustee Lessee shall not in any circumstances hold or permit to be held any auction, bankrupt or fire sale on the Premises.

**24.5 Overloading of Services**

The Trustee Lessee shall not install any equipment or system in the Premises that overloads or may overload any Services to the Premises. If the Trustee at the request of the Trustee Lessee upgrades the Services to accommodate the equipment which the Trustee Lessee desires to install including carrying out any alterations which may be necessary to comply with the requirements of the insurance underwriters of the Building and any statutes, regulations, ordinances or by-laws relating thereto the entire cost to the Trustee of such alterations shall be paid by the Trustee Lessee upon demand by the Trustee provided always that the Trustee may require the Trustee Lessee to deposit with the Trustee the estimated cost thereof before any such alterations are commenced.

**24.6 Overloading of Floors**

The Trustee Lessee shall observe the maximum floor loading weights nominated from time to time by the Trustee and shall not permit the floors of the Premises to be broken strained or damaged by overloading in any manner howsoever. In particular the Trustee Lessee shall not install any safes or other heavy equipment except in such positions and subject to such conditions as the Trustee may in writing approve.

**24.7 Use of Appurtenances**

The Trustee Lessee shall not use or permit to be used the appurtenances for any purpose other than those for which they were constructed and shall not place or permit to be placed therein any substances which they were not designed to receive.

**24.8 Air-Conditioning and Fire Alarm Equipment**

Where any airconditioning or fire alarm system of the Trustee is installed in the Premises, the Trustee Lessee shall not interfere with any such system or in any way obstruct or hinder access to it.

**24.9 Interference with Services**

The Trustee Lessee shall not interfere with any Services contained in or about the Premises or any of the Appurtenances without the prior consent in writing of the Trustee.

**24.10 Upgrading Services**

The Trustee Lessee will be responsible at its own cost for upgrading or providing any Services to the Premises required to properly carry out the Trustee Lessee's business.

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**24.11 Erection of Signs**

The Trustee Lessee shall not paint, erect or affix or permit to be painted, erected or affixed any signs, notices or advertisements to any part of the Premises without the prior consent in writing of the Trustee which consent may be granted or refused or granted subject to conditions in the discretion of the Trustee provided that the Trustee shall not withhold its consent to or impose arbitrary or unreasonable conditions on the erection of the Trustee Lessee's trading sign.

**24.12 Erection of Fittings**

The Trustee Lessee shall not erect or affix any blinds, awnings, partitions or other fittings to the Premises or any part thereof without the prior consent in writing of the Trustee which consent may be granted or refused or granted subject to conditions in the discretion of the Trustee.

**24.13 Hoiling of Walls**

The Trustee Lessee shall not cut, make holes in, mark, deface, drill, damage nor suffer to be cut, holed, marked, defaced, drilled or damaged any of the floors, walls, ceilings or other parts of the Premises except so far as may be reasonably necessary for the erection of approved signs, blinds, awnings, partitions or other fittings and on the removal of any such signs, blinds, awnings, partitions or other fittings the Trustee Lessee shall reinstate, repair and make good any damage caused in or about the erection or removal thereof notwithstanding that the Trustee may have consented thereto.

**24.14 Cleaning of the Premises**

The Trustee Lessee will:-

- (a) keep the Premises (including the whole of the interior of the Building and internal and external surfaces of the windows and glass) in a thorough state of cleanliness;
- (b) not allow any accumulation of useless property or rubbish; and
- (c) at its own expense, employ staff for the regular daily cleaning of the interior of the Building and interior and exterior surfaces of windows and glass on every day during which the Premises are open for business.

**24.15 External Areas**

The Trustee Lessee will maintain all areas outside the Building in good order and condition and will:-

- (a) weed all gardens and landscaped areas;
- (b) mow all lawns and keep them neat and tidy; and
- (c) generally maintain the grounds and keep them neat and free from rubbish.

**24.16 Refuse**

The Trustee Lessee shall at his own cost and expense cause all wet refuse (if any) to be removed daily outside of normal trading hours and shall also at his own cost and expense cause to be removed from time to time all packing materials, cartons, containers and other waste material of every description which do not form part of the normal refuse removed by the local authority. Refuse which is removed by the local authority shall be properly wrapped and placed in the bins provided for the Premises.

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**24.17 Rodents and Vermin**

The Trustee Lessee at its own must keep the Premises tidy and free of vermin and noxious plants and weeds subject to the provisions contained in clause 8 and 9.

**24.18 Infectious Disease**

In the event of any infectious disease happening upon the Premises which may require notification by virtue of any statute, regulation or ordinance, the Trustee Lessee shall give all the necessary notices and any other information which may be required in respect thereof to the proper authorities and shall give notice in writing thereof to the Trustee and shall at his own expense thoroughly fumigate and disinfect the Premises.

**24.19 Inflammable Substances**

The Trustee Lessee shall not bring upon or store in the Premises any explosive or any inflammable or corrosive fluids or chemicals except such as are normally consumed or sold by the Trustee Lessee in the conduct of his business, and then only as long as the same are confined in containers in which the same are normally sold to the public.

**24.20 Conduct Voiding Insurance**

The Trustee Lessee shall not at any time do, permit or suffer to be done or omit to do any act, matter or thing upon the Premises whereby any insurances effected by the Trustee in respect of the Building may be vitiated or rendered void or voidable or (except with the approval in writing of the Trustee) whereby the rate of premium on any such insurance policies shall be liable to increase. The Trustee Lessee shall do, permit or suffer to be done immediately upon the request of the Trustee all things necessary to continue in force any insurances which have been effected by the Trustee.

**24.21 Notice of Damage**

The Trustee Lessee shall advise the Trustee promptly in writing of any damage sustained to the Premises or any part thereof which is reasonably apparent or the defective operation of any of the Appurtenances therein.

**24.22 Security**

The Trustee Lessee shall cause all exterior doors and windows in the Building to be securely locked and fastened at all times when the Premises are not being used.

**24.23 Annoying or Injurious Conduct**

The Trustee Lessee shall not carry on or permit to be carried on in any part of the Premises any annoying, noxious, offensive or illegal business, occupation or practice nor shall the Trustee Lessee do or permit to be done therein any act or thing which shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the Trustee or of the occupiers of neighbouring premises.

**24.24 Public Address Systems**

The Trustee Lessee shall not operate or permit to be operated within the Premises any radio or television received loud speaker amplifier or other similar device in such manner that the sound therefrom may be heard in any part of the common areas or in the premises occupied by others.

**24.25 Regulations Ordinances and Local Laws**

The Trustee Lessee shall at the Trustee Lessee's expense observe, perform and fulfil all the requirements of any statutes, regulations, ordinances or local laws so far as the same may apply to the Premises or to any business or businesses from time to time being conducted therein and in particular but without limiting the generality of the foregoing shall comply with the requirements of all such statutes, regulations, ordinances or local laws relating to health, water supply, sewerage and fire (save and except such of them as may require structural alterations or

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additions to the Premises unless such alterations or additions be occasioned by the nature of the Trustee Lessee's business or the number or gender of the Trustee Lessee's employees) and shall not knowingly or wilfully do or permit to be done anything which may conflict with any such statutes, regulations, ordinances or local laws.

**24.26 Compliance with Requirements**

The Trustee Lessee shall at the Trustee Lessee's expense observe, perform and fulfil all the requirements of any health, local or other authority relating to the Premises and other improvements, buildings and other structures thereon.

**24.27 Town Planning Consents**

If the use intended to be made by the Trustee Lessee of the Premises requires the consent of the relevant local authority under the Town Planning Scheme for that local authority the Trustee Lessee shall at his own cost and expense apply for such consent and the Trustee shall as the registered proprietor of the land consent to any such application. The failure of the Trustee Lessee to obtain such consent shall not in any way affect the obligations of the Trustee Lessee under this Lease PROVIDED ALWAYS that upon such failure and whilst it persists the Trustee may determine this Lease by notice in writing to the Trustee Lessee.

**24.28 Environmental Protection Act Provisions**

- (a) The Trustee does not warrant that the Land is not contaminated land or has not been used for a Notifiable Activity within the meaning of the Environmental Act.
- (b) The Trustee Lessee acknowledges and agrees that it has made such inspections and enquiries as it has desired to make to satisfy itself whether or not the Land is contaminated land or has not been used for a Notifiable Activity within the meaning of the Environmental Act.
- (c) The Trustee Lessee shall not cause, and shall not permit its employees, agents, contractors, customers, invitees, clients or others (with or without invitation) who may at any time be in or upon the Premises to cause the Land to become contaminated land within the meaning of the Environmental Act.
- (d) The Trustee Lessee shall indemnify and keep indemnified the Trustee in respect of any claim, remedy, damage, loss, liability, cost, charge, expense, payment or other expenditure for which the Trustee shall or may be or become liable, whether during or after the Term, in respect of or arising from the Trustee Lessee causing, or permitting its employees, agents, contractors, customers, invitees, clients or others (with or without invitation) who may at any time be in or upon the Premises to cause the Land or any land or place to become contaminated land within the meaning of the Environmental Act.
- (e) If the Trustee Lessee causes or permits its employees, agents, contractors, customers, invitees, clients or others (with or without invitation) who may at any time be in or upon the Premises to cause the Land to become contaminated land or that a Notifiable Activity has been, is being or is likely to be carried on the Premises, unless the Notifiable Activity is permitted under the Permitted Use clause, within the meaning of the Environmental Act, the Trustee Lessee must immediately notify the Trustee in writing (in addition to any notification requirements under the Environmental Act) and shall forthwith take such remediation measures (in addition to any remediation measures which the Trustee Lessee may be required to take by the Chief Executive as defined in the Environmental Act) as the Trustee may reasonably require.
- (f) If the Trustee Lessee fails to take the remediation measures referred to in sub-clause (e) above, the Trustee may elect to take such remediation measures as the agent of the Trustee Lessee and the total amount of all costs, charges, expenses, payments or other expenditure incurred by the Trustee shall constitute a liquidated debt due and owing by the Trustee Lessee to the Trustee and shall be paid by the Trustee Lessee to the Trustee on demand by the Trustee.
- (g) The Trustee Lessee must, at the request of the Trustee, provide all relevant information to enable the Trustee to respond to a notice or requirement given to the Trustee by the Administering Authority under the Environmental Act.

Title Reference [ 49011506 ]

**24.29 Environmental Protection Act Provisions**

- (a) The Trustee Lessee must ensure the Trustee Lessee's occupation and use of the Premises complies with the Environmental Laws to the extent that such laws are applicable to the Trustee Lessee's use and occupation of the Premises.
- (b) The Trustee Lessee must not carry out and shall not permit the Trustee Lessee's employees, agents, contractors, customers, invitees, clients or others (with or without invitation) to carry out any activity on the Premises that causes, or is likely to cause, Environmental Harm.
- (c) If the Trustee Lessee becomes aware that Environmental Harm is caused or threatened by an activity being carried out on the Premises, the Trustee Lessee must immediately notify the Trustee in writing (in addition to any notification requirements under the Environmental Act) and shall forthwith take such remediation measures (in addition to any remediation measures which the Trustee Lessee may be required to take by the Chief Executive as defined in the Environmental Act) as the Trustee may reasonably require.
- (d) If the Trustee Lessee fails to take the remediation measures referred to in sub-clause (c) above, the Trustee may elect to take such remediation measures as the agent of the Trustee Lessee and the total amount of all costs, charges, expenses, payments or other expenditure incurred by the Trustee Lessee shall constitute a liquidated debt due and owing by the Trustee Lessee to the Trustee and shall be paid by the Trustee Lessee to the Trustee on demand by the Trustee.
- (e) The Trustee Lessee must immediately notify the Trustee in writing if a complaint is made or proceedings are instituted or a notice, order or other directive is issued against the Trustee Lessee in connection with any issues relating to the Environment or any non-compliance with Environmental Laws in respect of the Premises or in connection with the Trustee Lessee's occupation or use of the Premises or the Trustee Lessee's activities carried out in the Premises.
- (f) Without limiting the generality of clause 16 of this Lease, the Trustee Lessee indemnifies the Trustee against all Environment Liabilities, whether arising before during or after the Term or any renewed term, incurred by the Trustee as a result of the Trustee's occupation or use of the Premises or the Trustee Lessee's activities carried on in the Premises or the Trustee Lessee's failure to comply with clause 16 and this clause, either directly or indirectly.

**25. MAINTENANCE AND REPAIR OF PREMISES**

**25.1 Trustee Lessee's Obligation to Repair**

Save as aforesaid the Trustee Lessee shall at its own cost and expense keep and maintain the Premises and all Services thereto in good and substantial repair, order and condition as at the Commencement Date except for fair wear and tear and damage by fire, flood, storm, tempest, explosion, riot, civil commotion, war or otherwise by inevitable accident or act of God or by any structural or other defect in the Premises or any part thereof and without any neglect or default on the part of the Trustee Lessee provided always that the exception in respect of fair wear and tear shall apply subject to the express obligations of the Trustee Lessee in this Clause headed "Maintenance and Repair of Premises" and then only if the Trustee Lessee shall have taken all reasonable measures and precautions as required by this Lease to ensure that any damage, defect or dilapidation which at any time shall be attributable to fair wear and tear shall not give, cause or contribute to any further consequential damage to the Premises and provided that the Trustee Lessee must first submit details of all proposed repairs and the identity of the contractors engaged to undertake them, to the Trustee for approval, which approval shall not be unreasonably withheld.

**25.2 Trustee Lessee's Property and Improvements or Alterations**

The Trustee Lessee must maintain the Trustee Lessee's Property and any Improvements or Alterations owned or made by the Trustee Lessee to the Premises in good and tenable repair, fair wear and tear excepted.

Title Reference [ 49011506 ]

**25.3 Responsibility for Employees, Contractors and Agents**

The Trustee Lessee is responsible for any damage caused to the Premises by the Trustee Lessee's Employees or Contractors.

**25.4 Inspection by Trustee**

The Trustee may by itself or its agents and with or without workmen and others at all reasonable times enter upon and view the state of repair and condition of the Premises and leave upon the Premises a notice in writing requiring the Trustee Lessee to carry out any repair, maintenance, replacement, cleaning or other defect which is the Trustee Lessee's obligation under this Lease within a stated period of time (the Trustee in specifying such time to have reasonable regard to the extent of the repairs to be effected) PROVIDED THAT should the Trustee Lessee not remedy such defects within such stated period of time in such notice it shall be lawful for (but not obligatory on) the Trustee without prejudice to its rights of re-entry to enter upon the Premises and repair the same at the expense of the Trustee Lessee in accordance with the conditions herein contained and the Trustee shall not be responsible for any loss or damage which may result therefrom to the business conducted on the Premises or to the Trustee Lessee, its servants, agents, licensees or invitees and the expense of such repairs shall be repaid by the Trustee Lessee to the Trustee on demand.

**25.5 Doors Locks and Windows**

The Trustee Lessee shall at all times during the Term and at his own cost and expense keep and maintain the doors, locks, windows and window fittings of the Premises in good and efficient working order and condition as at the Commencement Date and at the expiration or sooner determination of the Term return all keys of the Premises to the Trustee.

**25.6 Bulbs and Tubes**

The Trustee Lessee shall at his own expense from time to time replace all broken or faulty light bulbs and tubes in the Premises.

**25.7 Drains and Wastes**

The Trustee Lessee shall keep and maintain the waste pipes, drains and conduits originating within the Premises in a clean, clear and free flowing condition between their points of origin and their entry into any truck drain and shall at his own expense employ licensed tradesmen to clear any blockages which may occur therein.

**25.8 Appurtenances**

The Trustee Lessee shall at his own cost and expense keep and maintain the Appurtenances on the Premises in good and efficient working order and condition and shall employ competent and licensed tradesmen to effect all necessary repairs provided that the Trustee must first submit details of all proposed repairs, and the identity of the contractors undertaking them, to the Trustee for approval, which approval shall not be unreasonably withheld.

**25.9 Air-Conditioning Equipment**

Where any airconditioning system of the Trustee is installed in the Premises the Trustee Lessee shall enter into and keep current at the Trustee Lessee's cost such maintenance service and repair contracts as are reasonably required by the Trustee for that purpose with contractors approved by the Trustee.

**25.10 Plate Glass**

The Trustee Lessee shall promptly and at its own expense repair or replace all broken, cracked or damaged plate or other glass in the Premises provided that the Trustee must first submit details of all proposed repairs, and the identity of the contractors undertaking them, to the Trustee for approval, which approval shall not be unreasonably withheld.

Title Reference [ 49011506 ]

**25.11 Tap Washers and Minor Toilet Fittings**

The Trustee Lessee shall replace all broken or faulty tap washers, toilet seats cistern flushing components in the Premises at its own expense and employ licence competent and licensed tradesmen to effect all necessary repairs provided that the Trustee must first submit details of all proposed repairs, and the identity of the contractors undertaking them, to the Trustee for approval, which approval shall not be unreasonably withheld.

**25.12 Signs**

The Trustee Lessee shall at his own expense and to the reasonable satisfaction of the Trustee keep and maintain any signs painted, erected or affixed to the exterior of the Premises or any part thereof in good repair and of good appearance.

**25.13 Painting of Interior**

The Trustee Lessee shall, at its own cost and expense immediately prior to the Expiry Date or earlier determination of the Term, paint the walls, ceilings and other parts of the interior of the Building, which have any time been previously painted with no less than two (2) coats of first quality paint in a proper and workmanlike manner in such colour as approved in writing by the Trustee provided that the Trustee must first submit details of all proposed repairs, and the identity of the contractors undertaking them, to the Trustee for approval, which approval shall not be unreasonably withheld.

**25.14 Fencing**

The Trustee Lessee must fence the Premises in accordance with any directions of the Trustee to do so.

**25.15 Livestock**

The Trustee Lessee shall not graze or permit or suffer to be grazed on any part of the Premises any livestock or other animals except as may be approved in writing by the Trustee.

**25.16 Digging and Removal**

The Trustee Lessee shall not dig or remove or cause or allow to be dug or removed from the Premises without the previous consent in writing of the Trustee and the Minister any turf, clay, sand, soil, gravel or stone.

**25.17 Improvements or Alterations**

The Trustee Lessee shall not make or cause to be made any alterations, additions or improvements to the Premises or to the Services thereto or Appurtenances therein contained without the prior consent in writing of the Trustee which consent may be granted or refused or granted subject to conditions at the discretion of the Trustee. Any consent granted by the Trustee under this clause shall be conditional upon the following procedures and conditions being complied with except to the extent that the Trustee may in writing waive compliance:

- (a) the Trustee Lessee shall submit detailed drawings and other specifications of the proposed works to the Trustee;
- (b) the Trustee may refer the drawings and specifications to a consultant ("the Trustee's Consultant") for his approval who in approving the proposed works or otherwise shall have regard to the manner in which and the extent to which the same may affect the Building or the Services thereto or the Appurtenances therein;
- (c) if the consent of any local or other authority is required for any such alterations, additions or improvements approved of by the Trustee such consent shall be obtained by and at the cost of the Trustee Lessee before any work is commenced but the Trustee shall as necessary sign or endorse its consent as proprietor of the Land on any application for such consent;

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- (d) the works, if approved, shall be carried out at the cost of the Trustee Lessee by contractors who have a current public liability policy for an amount of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) and who are previously approved of in writing by the Trustee or the Trustee's Consultant;
- (e) the works shall be carried out in a proper and workmanlike manner to the satisfaction of the Trustee's Consultant and if the Trustee so requires under the supervision of the Trustee's Consultant;
- (f) the Trustee Lessee shall pay the Trustee upon demand the costs of the Trustee's Consultant relating to such approvals (whether the proposed works are approved or not) and supervision.

**25.18 Minister's Consent to Improvements Required**

If the Minister's consent to this Lease is given pursuant to s 59(2) of the Act in addition to any other approvals or consents required pursuant to this Lease, the Trustee Lessee must obtain the Minister's approval prior to the construction or placement by the Trustee Lessee of any improvements on the Premises. If and once obtained the Trustee Lessee must evidence such approval to the Trustee upon request by the Trustee.

**25.19 Removal of Improvements or Alterations**

The Trustee Lessee must not remove any part of the Improvements or Alterations to the Premises without the prior written approval by the Trustee.

**25.20 Refurbishment**

The Trustee Lessee shall at the expiration of the first five (5) years of the Term refurbish the Premises to such extent as is necessary to restore the Premises to an attractive state of appearance to the satisfaction of the Trustee.

**26. DAMAGE OR DESTRUCTION OF THE PREMISES**

**26.1 Abatement of Rental and Suspension of Covenant of Repair**

If the Premises or any part thereof shall at any time be damaged or destroyed by any disabling cause including fire, flood, storm, tempest, explosion, riot, civil commotion, war or otherwise by inevitable accident or act of God and without any neglect or default on the part of the Trustee Lessee so as to render the Premises or any part wholly or partially unfit for occupation or use by the Trustee Lessee in the conduct of his business payment of the rental or a proportionate part thereof according to the extent of the damage sustained and the covenants to repair herein contained so far as they relate to any such destruction or damage shall be suspended until the Premises shall have been restored and again put in a proper condition fit for use by the Trustee Lessee for the purpose of his business but nothing herein contained or implied shall oblige the Trustee to restore or rebuild the Premises or any part thereof or to restore or rebuild the Premises according to the former specifications thereof so long as the layout and dimensions of the Premises and the services thereto be not substantially different from the layout and dimensions of the Premises and the services thereto prior to such damage or destruction and the materials employed therein be not of inferior quality or aesthetic appearance to the materials formerly used therein.

**26.2 Trustee Lessee May Determine If No Reinstatement**

If the Premises shall be destroyed or so damaged by any of the causes or agencies last mentioned and without any neglect or default on the part of the Trustee Lessee so that the Premises are wholly unfit for the occupation and use of the Trustee Lessee and the restoration of the Premises shall not have been substantially commenced within a reasonable time from the date of such destruction or damage the Trustee Lessee may give notice in writing to the Trustee of his intention to cancel this Lease at the expiration of three (3) months from the giving of such notice and if such restoration has not been substantially commenced within such period of three (3) months the Trustee Lessee may thereafter at any time before such restoration has been substantially commenced forthwith cancel this Lease by executing a surrender in registrable form on the prescribed form and delivering the same together with the Trustee Lessee's copy of this Lease to the Trustee and this Lease shall thereupon be determined without prejudice to any claim by either party against the other in respect of any antecedent breach of any of the provisions or agreements herein contained or implied

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**26.3 Trustee May Determine**

If the Premises or part thereof shall be destroyed or so damaged by any of the causes or agencies aforesaid so that the Premises are wholly or substantially unfit for the occupation and use of the Trustee Lessee the Trustee may in lieu of restoring or causing the Premises to be restored give notice in writing to the Trustee Lessee cancelling this Lease and this Lease shall thereupon be determined but without prejudice to any claim by either party against the other in respect of any antecedent breach of any of the provisions or agreements herein contained or implied.

**26.4 Arbitration of Disputes**

If any dispute, question or difference shall arise between the parties as to the meaning, operation or effect of the preceding clauses of this clause headed "Damage or Destruction of Premises" or as to the rights or liabilities of either of the parties hereto under such clauses such dispute, question or difference shall be referred to the arbitration of an independent arbitrator to be appointed by the President or by the person for the time being fulfilling the office of President of the Queensland Law Society Incorporated whose decision or award shall be conclusive and binding on the parties and any such submission or arbitration shall be deemed to be a submission to arbitration within the meaning of the *Commercial Arbitration Act 1990* and subject to the provisions of that Act an award pursuant to a reference to arbitration in accordance with the provisions hereof shall be a condition precedent to any action or other legal proceedings between the parties relating to such dispute, question or difference.

**27. RESERVATIONS**

**27.1 Trustee Reservation**

The Trustee reserves the right to make the Premises available free of charge for use of school sporting activities and by charitable, service or other community groups for special occasions for such period as the Trustee may in its discretion allow but in a way likely to cause little disruption as practicable to the Trustee Lessee's use of the Premises.

**27.2 Right Of Entry To Effect Works**

The Trustee expressly reserves the right and the Trustee Lessee shall permit the Trustee with contractors workmen and others and with all necessary materials, machinery and appliances at all times to enter upon the Premises for all or any of the following purposes:-

- (a) Effecting any alterations, remodelling or repairs which may be incumbent upon the Trustee by law or which the Trustee may wish to carry out for ensuring the safety and preservation of the Premises or any part thereof; or
- (b) Erecting, laying or installing in or under or over the Premises any poles, masts, posts, drains, conduits, pipes, mains, cables, electric or other wires which may from time to time be required for any existing or future services to the Premises or any part thereof; or
- (c) Inspecting, removing, installing, maintaining, repairing, altering or adding to the appurtenances and to any of the Services to the Premises or any part thereof;

PROVIDED ALWAYS that except in an emergency (as to which the Trustee shall be the sole judge) when this right of entry may be exercised at any time the Trustee shall carry out such works in such a manner as to minimise so far as may be practicable any inconvenience or interruption to the business of the Trustee Lessee caused thereby.

**27.3 Viewing**

The Trustee reserves the right and the Trustee Lessee shall permit at all reasonable times of the day prospective purchasers of the Premises (and also prospective trustee lessees of the Premises during the period of three (3)

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calendar months immediately preceding the Expiry Date) either bearing the written authority of or accompanied by the Trustee or its agents to view the Premises.

**27.4 Additions to the Building**

The Trustee may at any time during the Term at its absolute discretion build additions to the Building and for that purpose may (without incurring any liability to the Trustee Lessee) interrupt the Services to the Premises provided always that the Trustee shall carry out such works in such a manner as to minimise so far as may be practicable any inconvenience to or interruption to the business of the Trustee Lessee caused thereby.

**27.5 Other Interests**

The Trustee Lessee will at all times during the Term permit any person having any estate or interest in the Premises superior to or concurrent with the Trustee to exercise the Trustee's or such other person's powers to enter and view the Premises and to carry out repairs, renovations, maintenance and other work thereon and otherwise to exercise or perform their lawful rights or obligations in regard thereto.

**27.6 Benefit of Trustee Lessee's Covenants**

In the event of a person other than the Trustee becoming entitled to receive the rental either by operation of law or otherwise such person shall have the benefit of all covenants and agreements on the part of the Trustee Lessee hereunder and the Trustee Lessee at the cost of the Trustee will enter into such covenants with such other persons in this regard as the Trustee may reasonably require.

**28. TRUSTEE'S LIABILITIES AND INDEMNITIES**

**28.1 Quiet Enjoyment**

Subject to the rights, powers, remedies and reservations of or to the Trustee, the Trustee covenants that if the Trustee Lessee pays the Rental and observes and performs the terms, covenants and conditions on its part contained in this Lease, the Trustee Lessee may occupy and enjoy the Premises during the Term without any interruption by the Trustee or by any person rightfully claiming through, under or in trust for the Trustee.

**28.2 Rates Taxes and Outgoings**

The Trustee shall pay promptly as and when they fall due all rates taxes charges assessments and other outgoings assessed or chargeable in respect of the Land except as otherwise provided in this Lease.

**28.3 Suitability of Premises**

The Trustee does not expressly or impliedly warrant that the Premises are at the Commencement Date or will remain fit, suitable or adequate for all or any of the purposes of the Trustee Lessee and all warranties (if any) as to the suitability, fitness and adequateness of the Premises implied by law are negated.

**28.4 Assumption of Risk By Trustee Lessee**

The Trustee Lessee agrees to occupy and use the Premises at the risk of the Trustee Lessee and the Trustee shall not in any circumstances and notwithstanding anything contained in this Lease to the contrary be liable to the Trustee Lessee for any damage to the plant, equipment, fixtures, fittings, merchandise, stock-in-trade or any other property of any description of or in the possession of the Trustee Lessee and contained in or about the Premises howsoever occurring or for any loss of profits resulting therefrom.

**28.5 Interruption of Services**

Notwithstanding any implication or rule of law to the contrary the Trustee shall not in any circumstances be liable to the Trustee Lessee for any loss or damage suffered by the Trustee Lessee for any malfunction, failure to function or interruption of or to any Services or the Appurtenances contained in the Premises from any cause whatsoever.

Title Reference [ 49011506 ]

**28.6 Condition of Trustee's Liability**

Notwithstanding anything herein contained or implied to the contrary the Trustee shall not in the case of a remediable breach be or be deemed to be in default in the observance and performance of its obligations hereunder unless the Trustee Lessee shall have given notice in writing to the Trustee of such default and the Trustee has failed within a reasonable time thereafter to take proper steps to rectify such default.

**29. DEFAULT OF TRUSTEE LESSEE**

**29.1 Trustee May Rectify**

If the Trustee Lessee shall fail to pay any moneys or charges as required hereunder to any person other than the Trustee or if the Trustee Lessee shall fail to perform any affirmative covenant on the part of the Trustee Lessee under this Lease the Trustee may at its option as the agent of the Trustee Lessee make any such payment or do all such acts and things and incur such expenses as may be necessary to perform such covenants and the full amount of any payments made or expenses incurred shall constitute a liquidated debt due and owing by the Trustee Lessee to the Trustee and shall be paid by the Trustee Lessee to the Trustee on demand by the Trustee.

**29.2 Interest on Overdue Payments**

- (a) If the Trustee Lessee shall fail to pay to the Trustee the Rental or any part thereof or any other moneys which are payable by the Trustee Lessee to the Trustee under this Lease within seven (7) days from the due date for the payment thereof the Trustee Lessee shall pay to the Trustee interest at the Default Rate thereon or on so much thereof as shall remain unpaid from the due date or dates for the payment thereof until the same shall be actually paid and also upon any judgment which the Trustee may obtain against the Trustee Lessee from the date of any such judgment until the same shall be satisfied.
- (b) Rental or other moneys falling due for payment but unpaid as a result of consecutive breaches of the same covenant shall bear interest at the rate applicable to the Rental or other moneys (as appropriate) which were due and unpaid on the breach of the covenant which first occurred.
- (c) Such interest shall:
  - i) accrue from day to day;
  - ii) be capitalised on the last day of each month;
  - iii) be payable on the first day of each month where an amount arose in the preceding month or months;
  - iv) be computed from the due date for payment of the rental or other moneys (as appropriate) until payment of such rental or other moneys in full; and
  - v) be recoverable in the same manner as rental in arrears.

**29.3 Separate Suits**

The Trustee may without prejudice to any other remedy sue the Trustee Lessee for any moneys which may from time to time become due and owing by the Trustee Lessee to the Trustee hereunder and in particular the Trustee may sue for any instalments of Rental as and when the same become due and by a separate suit or suits sue for any further sum or sums which may be found to be due and owing by the Trustee Lessee to the Trustee upon the completion of the calculations required to be made at the end of each Rental Year and neither the institution of any such suit nor the entering of judgment therein shall bar the Trustee from bringing a separate or subsequent suit or suits for the balance of any rental or other moneys due to the Trustee hereunder.

Title Reference [ 49011506 ]

#### 29.4 Definition of Default

If:-

- (a) **Rental in arrears** – the rental or any part thereof is in arrears and unpaid for seven (7) days after the same shall have become due whether demanded or not; or
- (b) **Failure to pay moneys** – any moneys (other than rental) payable by the Trustee Lessee to the Trustee hereunder on demand are not paid within fourteen (14) days of the making of demand therefor or if any other moneys payable by the Trustee Lessee to the Trustee are not paid by the due date for payment; or
- (c) **Failure to effect repairs** – the Trustee Lessee fails or refuses to effect any repairs required by any Notice given in terms of the clause headed "Inspection by Trustee" within the time specified in the Notice; or
- (d) **Breach of covenants** – the Trustee Lessee fails to perform or observe any of the other covenants or conditions contained in this Lease on the part of the Trustee Lessee whether positive or negative; or
- (e) **Insolvency** – the Trustee Lessee being a company enters into liquidation (whether voluntary, compulsory or provisional or is wound up or dissolves or enters into a scheme of arrangement for creditors or is placed under official management) or a receiver and/or manager or provisional liquidator is appointed; or
- (f) **Execution against lease** – the interest of the Trustee Lessee under this Lease is attached or taken in execution under any legal process,

then and in any such cases the Trustee Lessee shall be deemed to have made default.

#### 29.5 Essential Terms

The covenants contained in the clauses headed "Payment of Rental", "Permissible Use", "Trustee Lessee's Obligation to Repair", "Insurance", "Release and Indemnity" and in the clause headed "Transfer Mortgage Or Sublease" are essential covenants of this Lease the breach of any of which will amount to a fundamental breach of an essential term of this Lease and which shall entitle the Trustee to any one or more of the following remedies namely:-

- (a) to re-enter the Premises;
- (b) to forfeit the Lease;
- (c) to sue for and recover damages from the Trustee Lessee for loss occasioned by the breach

AND the Trustee Lessee further covenants and agrees with the Trustee that the Trustee's rights hereunder shall be without prejudice to any other rights of the Trustee under this Lease or at law or in equity. The failure to refer to a clause herein shall not of itself mean the clause is not essential.

Should the Trustee terminate this Lease following any such fundamental breach or otherwise then, without prejudice to any other right or remedy of the Trustee herein contained or implied, it is expressly agreed and declared that the Trustee shall be entitled to recover from the Trustee Lessee as and by way of liquidated damages for such breach arrears of rental, all expenses of and incidental to re-letting and the difference, if any, between the rental and any other moneys which would have been payable by the Trustee Lessee for the unexpired residue of the Term, but for such determination calculated from the date of such determination to the Expiry Date and the rental and other moneys which the Trustee shall obtain by re-letting the Premises for the unexpired residue of the Term, provided the Trustee shall not be required or obliged to offer or accept in respect of such re-letting terms, covenants or conditions which are the same or similar to the terms, covenants or conditions herein contained or implied.

Title Reference [ 49011506 ]

**29.6 Trustee Lessee's Right to Remove Fittings**

Provided the Trustee Lessee shall have duly paid the rental and duly observed, performed and fulfilled all the terms, covenants and conditions on his part to be duly observed, performed and fulfilled under this Lease the Trustee Lessee shall have the right to remove any removable improvements from the Premises which have been erected or installed by the Trustee Lessee during or prior to the Term or purchased with the consent of the Trustee from any previous Trustee Lessee of the Premises (other than shop fronts or any other fixtures the cost of which has been paid by or subsidised by the Trustee or its predecessors in title) within thirty (30) days prior to the Termination (other than Cancellation under Clause 20) of this Lease PROVIDED THAT such removal can be effected without causing any substantial damage to the Premises and provided further that the Trustee Lessee shall make good any damage whatsoever caused to the Premises by such removal.

**29.7 Trustee Lessee's Obligations to Remove Fittings**

If the Trustee Lessee shall not have done so as of right under the provisions of the preceding clause the Trustee Lessee shall if required so to do by the Trustee remove from the Premises within forty-eight (48) hours from the expiration or sooner determination of the Term any such removable improvements (to which such requirements shall relate) and will make good any damage whatsoever caused to the Premises by such removal and if required by the Trustee shall re-alter any alterations made by the Trustee Lessee so that the Premises shall be converted back to their original layout provided always that the Trustee may at its option itself cause any such removable improvements to be removed and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Trustee Lessee as a liquidated debt payable on demand.

**29.8 Abandoned Fittings Belong To Trustee**

Any fixtures or fittings not removed by the Trustee Lessee either as of right or by requirement of the Trustee as aforesaid shall be deemed abandoned by the Trustee Lessee and shall be and become the property of the Trustee.

**29.9 Antecedent Breaches**

The determination of this Lease shall not prejudice nor affect any rights or remedies of the Trustee against the Trustee Lessee on account of any antecedent breach by the Trustee Lessee of any of the covenants and restrictions on the part of the Trustee Lessee hereunder.

**30. GENERAL PROVISIONS**

**30.1 Notice to Trustee Lessee**

Any notice or demand in writing required to be given by the Trustee to the Trustee Lessee shall be sufficiently served if:-

- (a) served personally or left addressed to the Trustee Lessee on the Premises;
- (b) sent by facsimile machine to the Trustee Lessee's facsimile machine; or
- (c) forwarded by prepaid security post addressed to the Trustee Lessee at the Trustee Lessee's last known place of business or abode or the Trustee Lessee's registered office if the Trustee Lessee is a corporation.

The Trustee Lessee shall forthwith provide the Trustee with full written particulars of the address and facsimile information of the Trustee Lessee and of any Guarantors and shall update such particulars in the event of any change.

**30.2 Notice to Trustee**

Any notice or demand in writing required to be given by the Trustee Lessee to the Trustee shall be sufficiently served if:-

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- (a) served personally; or
- (b) sent by facsimile machine to the Trustee's facsimile machine; or
- (c) forwarded by prepaid security post addressed to the Trustee.

All such notices must be addressed to the Trustee at the address specified in the Reference Schedule or at such other address as the Trustee shall from time to time nominate.

**30.3 Time of Service**

Any notice, demand or application given under this Lease if sent by post shall be deemed to have been given on the week day other than a public holiday next following the day on which the same was posted and if sent by facsimile shall be deemed to have been served at the time and on the day that the whole of the notice, demand or application has been transmitted from the sending facsimile machine and the receiving machine does not forthwith indicate any malfunction in the transmission.

**30.4 Moratorium Negatived**

Unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium present or future shall not apply to this Lease so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect any rights, powers, remedies or discretions given or accruing to the Trustee.

**30.5 Property Law Act**

If and when any inconsistency exists between these provisions and those expressed or implied by the *Property Law Act 1974* as amended, the provisions herein shall prevail over those expressed or implied by the said Acts subject always to the provisions of the *Land Act 1994*.

**30.6 Lease Contains Entire Agreement**

The Trustee Lessee acknowledges that the terms, covenants and conditions set out in this Lease and any consent in writing given pursuant to any of the provisions herein contain the entire agreement as concluded between the Trustee and the Trustee Lessee and that there are no other oral or collateral agreements between the parties relating to the Premises notwithstanding any negotiations or discussions between the parties prior to the execution hereof. No representation made by the Trustee, its servants or agents concerning the Premises shall be an implied term of this Lease or form the subject matter of a separate agreement subsidiary to or collateral with this Lease. The Trustee Lessee further acknowledges that it has not been induced to accept this Lease by any representation oral or otherwise made by or on behalf of the Trustee, its servants or agents which is not included in this Lease.

**30.7 Mortgagee's Consent**

- (a) The Trustee agrees that if any person or authority (including any mortgagee) whose consent is required to the execution or registration of this Lease or any Lease granted pursuant to the option(s) if any contained herein requires the Trustee Lessee to execute and deliver any deed, covenant or other instrument in favour of such person or authority as a condition of its consent the Trustee Lessee will forthwith upon request by the Trustee or such person or authority execute and deliver the same.
- (b) The Trustee Lessee agrees that any consent by the Trustee to an assignment of this Lease shall be subject to the consent of any person or authority (including any mortgagee) whose consent is required to the assignment.

QUEENSLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

**SCHEDULE**

**Form 20** Version 2  
Page 30 of 31

**Title Reference [ 49011506 ]**

**30.8 Management Plan**

Where there is a management plan for the Land under section 48 of the Act, the Premises shall be used in accordance with that plan.

**30.9 Native Title Act**

This Trustee Lease is entered into in accordance with provisions of section 24JA of the *Native Title Act 1993* (Cth). In accordance with section 24JA of the *Native Title Act 1993* (Cth), the non-extinguishment principle applies.

SCOTLAND LAND REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

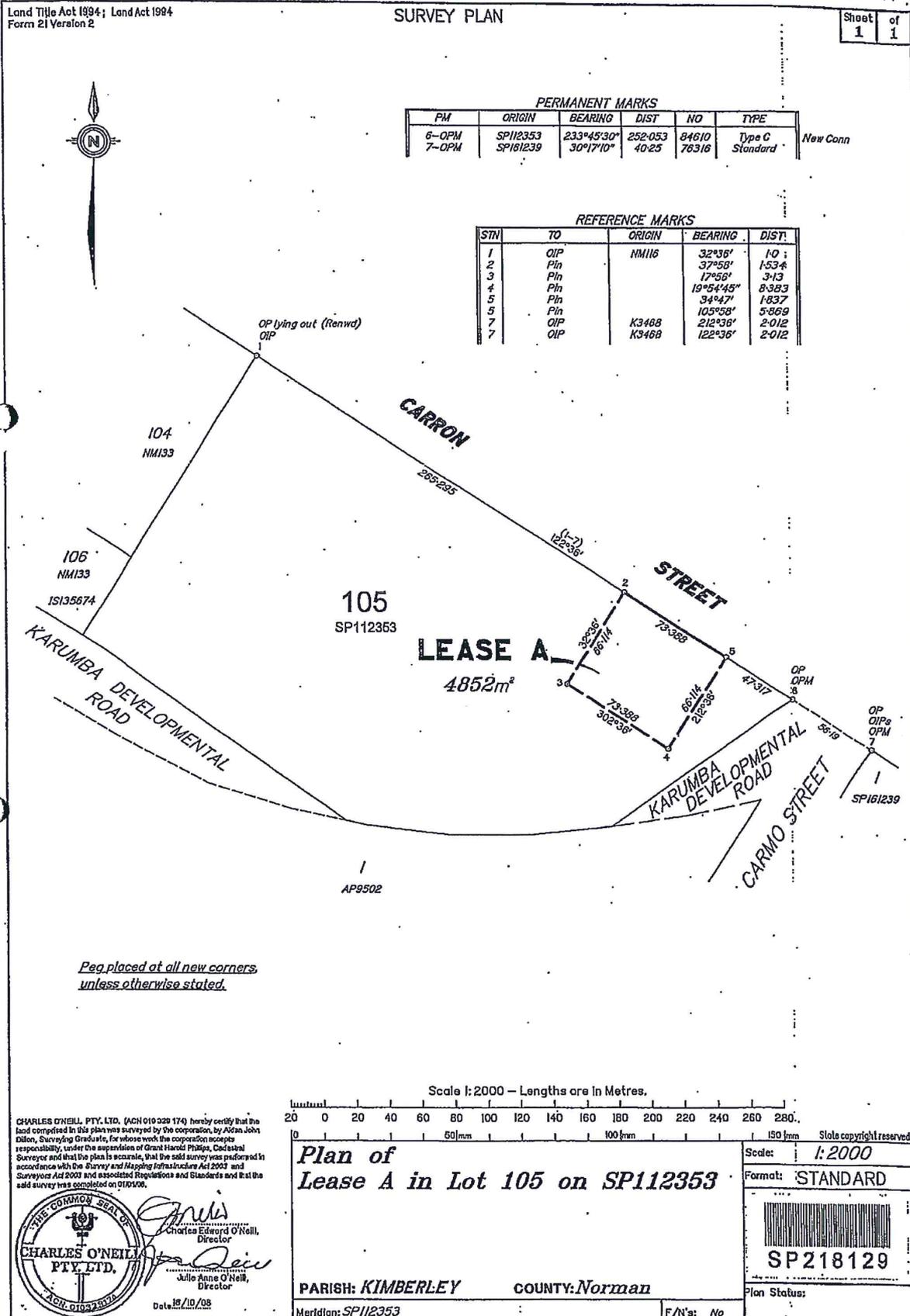
**SCHEDULE**

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Title Reference [ 49011506 ]

**SCHEDULE**

**Survey Plan**





## BUSINESS PAPERS

### 11 REPORTS FROM DIRECTOR COMMUNITY DEVELOPMENT, TOURISM & REGIONAL

#### 11.1 DEPARTMENT OF COMMUNITY DEVELOPMENT, TOURISM AND REGIONAL PROSPERITY MONTHLY REPORT

<b>Attachments:</b>	NIL
<b>Author:</b>	Anne Andrews - Director Community Development, Tourism & Regional Prosperity
<b>Date:</b>	4 December 2023
<b>Key Outcome:</b>	Day to day management of activities within the Economic and Community Development Department
<b>Key Strategy:</b>	As per the Departmental Plan for Economic and Community Development

#### Executive Summary:

This report provides and updates Council on various activities and programs that are facilitated within the Community Development, Tourism and Regional Prosperity portfolio of Council.

#### RECOMMENDATION:

That Council:

1. Notes the Community Development, Tourism and Regional Prosperity report; and
2. That those matters not covered by resolution be noted.

#### Background:

##### 1. Actions Outstanding from Previous Meetings

DATE	Ref:	Action	Status	Comment
November 15, 2023				
November 15, 2023	GB	Director CDTRP to obtain quotes for the reprint of the Outback By The Sea tourism brochure and distribute to other VICs.	In progress.	Plan to advertise early in 2024.
October 11, 2023	GB	Tourism Advisory Committee. The Director CDTRP to arrange EOIs from interested persons to form the Tourism Advisory Committee.	In progress	Terms of Reference endorsed at November meeting. Dec 13 update: Expressions of Interest are open and close on January 31, 2024.
October 11, 2023	GB	Town Walk Maps: The Director	In progress	Business consultation

## BUSINESS PAPERS

		CDTRP to ascertain if maps are still available for the Normanton and Karumba Walks.		completed and new town maps have been approved. Internal review finalised. Director CDTRP has approved maps to be forwarded to designer and printer for printing. To be reviewed every six months.
<b>October 11, 2023</b>	GB	Souvenir sales at the Normanton Visitor Information Centre. The Director CDTRP to work with the local businesses on this matter and develop local souvenir policy.	In progress	The manager of Les Wilson Barramundi and Discovery Centre has developed new product lines that do not compete with small business product lines. Director CDTRP has also met with small business operators who have voiced concern. Souvenirs for the Visitor Information Centre and small business to be considered as an agenda item on the Tourism Advisory Committee.  Dec 13 update: Draft Souvenir Policy in progress.
<b>August 23, 2023</b>	012	Authorise the Chief Executive Officer to continue the work to establish a Company Limited by Guarantee as an overarching Company for the Normanton Child Care and the Les Wilson Barramundi Discovery Centre; and commence discussions with the Department in relation to the process for transferring assets from the Council into the Company for the two Centres and in developing the Company Charter for the Company (Carpentaria Shire Council Owned Enterprises - CSCOE) the Board will initially be made up of the current Carpentaria Shire Councillors and the Director of Corporate Services as the Company Secretary; and provide regular reports to Council on the progress of establishing the new Company Limited by Guarantee	In progress	Note report November 2023 for CEO to establish Company Limited By Shares and report from Director CDTRP re; governance and management meetings for transition to Astute.  Dec 13 update: Meetings with Astute ongoing and policy training on Astute policies for staff has begun.

## BUSINESS PAPERS

<b>August 23, 2023</b>	017	Adopt the Community Grants, Donations and Support Policy as presented and requests that the Application for Community Donations and Support Form and the Community Donations and Support Guidelines be reviewed as a matter of urgency to align with the new Policy and a new Acquittal Form be developed and implemented	Complete.	Community Grants, Donations and Support Policy Acquittal Form endorsed at November meeting.  Dec 13 update: Policy and acquittal form updated on website and email sent to stakeholders on 29/11/2023.
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**Recommendation:** For Information.

### 2. Financial Report

Community Development, Tourism and Regional Prosperity Income and Expenditure to October 2023.

Row Labels	Sum of Current Budget	Sum of YTD Actual	Sum of Order Value	Sum of Total Actual
<b>Operating Expenditure</b>				
Arts & Culture	29,500	2,831	909	3,740
Barra Bites Café	173,308	66,709	614	67,324
Business Development	0	4,268	0	4,268
Child Care	819,281	290,742	101,480	392,221
Community Development	306,227	45,964	0	45,964
Community Donations	96,000	37,170	0	37,170
Community Events	116,000	59,097	22,207	81,304
Community Sponsorship	0	254	0	254
Cultural & Natural Heritage	129,000	44,870	0	44,870
Gym	57,000	24,505	20,687	45,191
Halls	244,300	105,997	434	106,430
Hatchery	340,748	127,040	22,204	149,244
Les Wilson Barramundi				
Discovery Centre	735,816	396,454	8,738	405,192
Libraries	140,777	63,300	400	63,700
Recreational Sports Centre	727,400	260,201	3,511	263,712
Regional Economic				
Development	4,000	3,500	0	3,500
Rodeo Grounds	147,000	54,381	10,708	65,090
Sports & Recreation	160,400	137,705	4,320	142,025
Swimming Pools	685,800	357,146	137,138	494,284
Tourism Events	500,210	57,788	2,595	60,384
Visitor Information	303,397	126,780	1,382	128,163
<b>Operating Expenditure Total</b>	<b>5,716,163</b>	<b>2,266,702</b>	<b>337,328</b>	<b>2,604,030</b>
<b>Operating Income</b>				

## BUSINESS PAPERS

Arts & Culture	-24,500	-1,500	0	-1,500
Barra Bites Café	-50,000	-60,879	0	-60,879
Child Care	-137,500	-179,914	0	-179,914
Community Events	-52,000	-53,933	0	-53,933
Gym	-30,000	-22,124	0	-22,124
Halls	-21,500	-36,760	0	-36,760
Hatchery	-20,000	0	0	0
Les Wilson Barramundi				
Discovery Centre	-320,000	-241,510	0	-241,510
Libraries	-8,000	-927	0	-927
Sports & Recreation	0	-4,441	0	-4,441
Swimming Pools	0	0	0	0
Tourism Events	-118,000	-300	0	-300
Visitor Information	-15,000	-16,960	0	-16,960
Youth Services	0	-109,091	0	-109,091
<b>Operating Income Total</b>	<b>-796,500</b>	<b>-728,338</b>	<b>0</b>	<b>-728,338</b>
<b>Grand Total</b>	<b>4,919,663</b>	<b>1,538,364</b>	<b>337,328</b>	<b>1,875,692</b>

**Recommendation:** For Information.

### 3. MONTHLY REPORT FOR NORMANTON AND KARUMBA POOLS - OCTOBER 2023.

#### General Update

- Both pools continue to experience good attendance.
- Water quality meets standard and pump issues have stopped following visit by service technician.
- Both school swimming carnivals were a great success with multiple records achieved.
- Children at Normanton have settled down and there have been no more major incidents.
- The swimming club is running well with high numbers - even towards the season break.
- New grant swim packs have arrived and are being given out to try and encourage more kids to attend training.
- School swimming lessons are finished.

<b>TOTAL ENTRIES</b>			
	<b>Adult</b>	<b>Child</b>	<b>Total</b>
<b>NORMANTON</b>	75	1,125	1,200
<b>KARUMBA</b>	160	120	320

## **BUSINESS PAPERS**

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**Recommendation:** For Information.

**4. VISITATION REPORT FOR NORMANTON AND KARUMBA LIBRARIES - OCTOBER 2023.**

***Attendance to the Normanton Library***

- 60 monthly walk-ins
- 0 participation in sessions for kids and adults, including First for Five Reading Program

***Attendance to the Karumba Library***

- 39 monthly walk-ins
- First Five Forever Reading Program – three sessions, 16 children and 9 adults.

***Sales of products at the Normanton Library***

- 150 pages of printing \$75

***Computer use at the Normanton Library***

- 2 x half hour public internet sessions (non-members)
- 0 use of computer by local library members

***Computer use at the Karumba Library***

- 31 sessions

**Recommendation:** For Information.

**Department Consultation (Internal/External):**

- Chief Executive Officer
- Mayor
- Director Corporate Services
- Tourism and Events Officer
- Manager Les Wilson Barramundi Discovery Centre
- Carpentaria Shire Pool Manager
- Library Coordinators
- Regional Arts Fund Committee
- Astute Early Years Specialist Pty Ltd ATF The Comerford Family Trust
- Childcare Centre Director
- CEO Gulf Savannah Development
- Local Schools
- Police
- Bynoe CACS Ltd
- Gidgee Healing

## **BUSINESS PAPERS**

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- Public Trustee – *Invitation to sit on Gulf Trust Local Stakeholder Refence Group to assess Gulf Community grants*
- Department of Treaty, Aboriginal Torres Strait Islander Partnerships, Communities and the Arts – *development school holiday events calendar*
- CEO Tourism and Events Qld
- Director Winton Vision Splendid Festival
- CEO Tourism Tropical Far North Qld
- Head of Studios & Physical Production Screen Queensland
- Film Festival Australia
- Croydon Shire Council Tourism – *develop cross promotion activities and establish regional local government tourism working group*
- Small Business Commission
- Department Tourism, Innovation and Sport
- 54 Reasons re-establish local level alliance
- Community organisations *re; new Donation Policy and acquittal form and available grants*

### **Department Meetings / Conference Attendance**

- Community consultation Gill Net Fishing Normanton (23 participants) and Karumba (32) participants. The department has collated the community submissions (50 at the time of writing) and lodged them online and provided hard copies to community representatives to present to the government.
- 54 Reasons Local Alliance
- PCYC – investigate opportunity to establish in Normanton
- Gulf Savannah Development, Burke Shire, Karumba Port Development Funding
- Destination IQ Conference
- Destination Q Conference
- Local Government Mangers Australia Tourism Village Exchange (online)
- Economic Development Australia Annual General Meeting
- Economic Development Australia State Practitioner Network Meeting
- Small Business Commission Accelerator Program
- Australia Day Committee – next meeting January 10, 2024.

### **Presentations and Events**

- Tourism and Events Officer Normanton State School parade – Christmas School Holiday program.
- Normanton Seniors Christmas Lunch

## **BUSINESS PAPERS**

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**Legal Implications:**

- Local Government Regulation 2012
- Local Government Act 2009

**Financial and Resource Implications:**

- Within allocated budget.

**Risk Management Implications:**

- Risk is considered low, to ordinary operations of Council.

## BUSINESS PAPERS

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### 11.2 COMMUNITY DONATIONS AND SUPPORT

<b>Attachments:</b>	NIL
<b>Author:</b>	Anne Andrews - Director Community Development, Tourism & Regional Prosperity
<b>Date:</b>	4 December 2023
<b>Key Outcome:</b>	Day to day management of activities within the Economic and Community Development Department
<b>Key Strategy:</b>	As per the Departmental Plan for Economic and Community Development

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#### Executive Summary:

During the period since the November 2023 meeting of Council, the requests listed in this report have been received for consideration in the Carpentaria Shire Council Community Donations and Support program.

#### RECOMMENDATION:

That Council:

1. Approves a fee waiver of \$2,150.00 for use of the Normanton Sports Centre by Bynoe CACS Ltd to run a school holiday program with the Deadly Choices, RSAS and FACE teams on weekdays from 2 – 15 January 2024.
2. Notes the fee waivers approved under the delegations of the Chief Executive Officer since the November 2023 meeting of Council.
3. Notes that the Department Community Development, Tourism and Regional Prosperity will work with community in 2024 to ensure the policy guidelines are understood and applications are received on time (four weeks prior to event) to allow for appropriate processing time.

#### Background:

Council has a Community Donations and Support program for events held in the Carpentaria Shire. There has been an expenditure of \$36,470.46 against the budget of \$96,000.00 related to local non-profit groups for the financial YTD which are displayed in the table.

Acct Code	Account	Actual
IK1000	In Kind - Bynoe	4227.27
IK1040	In Kind - Gulf Christian College	1209.08
IK1070	In Kind - Karumba Recreation Club	2746.49
IK1120	In Kind - Normanton Rodeo	4742.32
IK1130	In Kind - Normanton State School	2747.20

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<b>IK1140</b>	In Kind - Normanton Stingers	2367.93
<b>IK1200</b>	In Kind - Normanton Cricket Club	704.55
<b>IK1230</b>	In Kind - Kurtijar Aboriginal Corporation	181.81
<b>IK1265</b>	In Kind - Normanton Christian Centre	354.55
<b>IK1557</b>	In Kind - Centacare NQ	3900.00
<b>IK1722</b>	In Kind - Aspire Cairns Community	960.18
<b>IK1723</b>	In Kind - Deadly Choices	10590.90
<b>IK1724</b>	In Kind - NAIDOC Dinner/Ball	799.99
<b>IK1728</b>	In Kind - Doomadgee State School	709.10
<b>IK1729</b>	In Kind - Lynette Russell	229.09
	* Total *	36470.46

### Donations and Fee Waivers for Council Consideration

1. Bynoe CACS Ltd has requested a fee waiver for use of the Normanton Sport Centre to run a school holiday program with the Deadly Choices, RSAS and FACE teams on weekdays from 2 – 15 January 2024.  
**Normanton Shire Hall x NFP rate** **\$2,150.00.**

### Donations approved under the delegation of the Chief Executive Officer

1. Bynoe CACS Ltd has requested a fee waiver for use of the Normanton Sport Centre to run a school holiday program with the Deadly Choices, RSAS and FACE teams from 4 – 8 December 2023.  
**Normanton Shire Hall x NFP rate** **\$750.00.**
2. Bynoe CACS Ltd has requested a fee waiver for the Normanton Shire Hall from 11-14 December 2024 for the Bynoe Holiday Program (Circa Cairns).  
**Normanton Shire Hall x NFP rate** **\$600.00.**
3. Gulf Christian College has requested a fee waiver for the hire of the tables and chairs trailer for the Year 6 Graduation on 27 November 2023.  
**Table and Chair Trailer** **\$580.00.**

The capacity of Council to approve donations and fee waivers within the current policy guidelines continues to create operational issues, with organisations not applying four weeks prior to events. The policy and a reminder have been emailed to stakeholders in November and the Department Community Development, Tourism and Regional Prosperity will continue to work with applicants in the new year to ensure applications, particularly those exceeding the Chief Executive Officer's delegated authority (\$1,000) are received on time to allow for processing Council consideration.

### Consultation (Internal/External):

- Chief Executive Officer
- Tourism and Events Officer

## **BUSINESS PAPERS**

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- Customer Service Officer
- External stakeholders (applicants)

**External Stakeholders (applicants) Legal Implications:**

- Community Donations and Support Policy.

**Financial and Resource Implications:**

- Within budget.

**Risk Management Implications:**

- Risks are within the normal operations parameters.

## **BUSINESS PAPERS**

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### **11.3 NORMANTON CHILDCARE CENTRE - TRANSITION TO ASTUTE MANAGEMENT**

<b>Attachments:</b>	11.3.1. Astute CSC Normanton Childcare Monthly Report November 2023 <a href="#">↓</a> 11.3.2. Astute CSC Working Group Minutes November 2023 <a href="#">↓</a>
<b>Author:</b>	Anne Andrews - Director Community Development, Tourism & Regional Prosperity
<b>Date:</b>	6 December 2023
<b>Key Outcome:</b>	A well governed, responsive Council, providing effective leadership and management, and respecting community values
<b>Key Strategy:</b>	Develop systems that promote continuous improvement

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#### **Executive Summary:**

In March 2023, the Carpentaria Shire Council engaged Astute Early Years Specialist Pty Ltd ATF The Comerford Family Trust (Astute) to create a business plan for the Normanton Child Care Centre. Astute has been meeting weekly with the Director Community Development, Tourism and Regional Prosperity to address issues of non-compliance and with the Chief Executive Officer and Director CDTRP as required to address governance and management issues. This has included management control being transitioned to Chief Executive Officer and Director CDTRP as required under the Childcare Legislation.

Attached for Councillor information are the minutes of those meetings and a report from Astute on progress.

It is also noted that on November 1 and 2, 2023, the Centre was fully audited by the North Queensland Region/Early Childhood Regulatory Authority/Department of Education and a full assessment and rating audit was undertaken against all seven Quality Areas under the National Quality Standard (NQS). The draft results of the audit have been provided and the final Report and Notice of Rating will be issued by 1 January 2024.

#### **RECOMMENDATION:**

That Council notes the attached information and reports.

#### **Background:**

Work to transition the Normanton Childcare Centre to Astute has continued to progress this month with the following areas of priority being the focus:

- Transition to Astute Management (Provider compliance, engagement plan, policy and procedures)
  - Operational Support (service visit, operational support, compliance training, systems support and training, mandatory training)
  - CCMS Admin and Enrolment and Management (Child Care Management and related reporting)
  - Marketing (social media, website, stakeholder engagement)
-

## BUSINESS PAPERS

- Human Resource Operations (recruitment, engagement of a migration agent, review of human resources collateral).

It is planned that the operational management of the Centre will transition to Astute on January 1, 2024 with the Governance arrangements to continue to be co-managed until the Company Limited by Shares is established.

Staff have begun weekly training with Astute on Astute's policy and procedures which will replace Council's policies and procedures on January 1, 2024 and two interviews were undertaken by the Childcare Centre Manager and the Director Community Development, Tourism and Regional Property on potential educational leaders to fill the vacant position at the centre and to start in 2024.

### Consultation (Internal/External):

- Chief Executive Officer
- Director Community Development, Tourism and Regional Prosperity
- Director Normanton Childcare Centre and staff
- Astute Early Years Specialist Pty Ltd ATF The Comerford Family Trust
- North Queensland Region/Early Childhood Regulatory Authority/Department of Education

### Meetings

Meetings have occurred at the following times.

Working Group: attended by Nicole Nash, Paula Moffat, Anne Andrews and Priscilla Mulcahy

Meeting Dates:

- 28 November
- 7 November
- 14 November
- 5 December

### Legal Implications:

National Law	The National law sets a national standard for children's education and care across Australia
National Regulations	The National Regulations support the National Law by providing detail on a range of operational requirements for an education and care service.
National Quality Standards	The National Quality Standard (NQS) sets a high national benchmark for early childhood education and care and outside school hours care.
Approved Learning Frameworks	Under the National Law and Regulations, services are required to base their educational program on an approved learning framework

## **BUSINESS PAPERS**

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Early Years Learning Framework (EYLF)	National approved learning framework under the NQF for young children from birth to 5 years of age.
Queensland Kindergarten Learning Guideline (QKLG)	The QKLG provides advice for planning, documenting and assessing children's learning and development – service funded under QLD Kindy.

**Financial and Resource Implications:**

- Within approved budget.

**Risk Management Implications:**

- Medium risk. Council must continue to work towards mitigating the non-compliance issues and establish a management and governance framework that aligns with the legislation.



Astute Early Years Specialists  
Monthly Report – NOVEMBER

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## Summary

### **Achievements**

- Implementation of a new policy Framework
- Draft Assessment and Rating report received

### **Challenges / Issues for consideration**

- Review of A&R report and acknowledgement

### **Next Steps / Coming up**

- Roll Out of policy framework over 7 sessions

### **Projects update**

- Service management transition plan as outlined below:



## Workstreams

Transition to Astute Management	<ul style="list-style-type: none"> <li>• Provider compliance</li> <li>• Engagement Plan</li> <li>• Policy and Procedures</li> </ul>
Operational Support	<ul style="list-style-type: none"> <li>• Service visit</li> <li>• Operational support</li> <li>• Compliance Training</li> <li>• Systems support and training</li> <li>• Mandatory Training</li> </ul>
CCMS Admin and Enrolment Management	<ul style="list-style-type: none"> <li>• Child Care Management and related reporting.</li> </ul>
Marketing	<ul style="list-style-type: none"> <li>• Social Media</li> <li>• Website</li> <li>• Stakeholder engagement</li> </ul>
Human Resource Operations	<ul style="list-style-type: none"> <li>• Recruitment</li> <li>• Engagement of a migration agent</li> <li>• Review of human resources collateral</li> </ul>

## Astute consultation

### Meetings

Meetings have occurred at the following times.

Working Group: attended by Nicole Nash, Paula Moffat, Anne Andrews and Priscilla Mulcahy

Meeting Dates:

- 28 November
- 14 November
- 7 November

Attachment 1: Meeting Agenda/Minutes

## Operations

### Occupancy

Occupancy remains steady, with no new starters or exits this month

## Incidents

No incidents to report for the month of October.



Issues or items for consideration

- Following up the matters raised in the compliance audit.

Goals for the following month

- To update the Quality Improvement Plan following the Astute visit.

## People

Staffing update:

Advertising for Diploma qualified educator

- Two interviews and one candidate moving forward.



## Normanton Working Group Minutes



### Nov 28, 2023 | Normanton Working Group

Attendees: Anne Andrews, NCCC - Nicole Nash, Priscilla Mulcahy , Paula Moffat (Chair/Minutes)

Apologies: N/A

#### Outstanding Actions and Notes:

- Recruitment – 2 candidates progressed for interview
- Maintenance Audit
- IT Equipment - laptop

#### New Business

- Paula annual leave 30/11 - 8/12
- Policy and procedure roll out – Intro and 6 weeks (Dec to Jan)
  - Introduction evening will be held by Kylie Dawson & Priscilla of Astute.
  - What email address do we use to set up meeting for council boardroom?
  - Expectations
  - Expected time investment from NCCC staff
  - Meeting Schedule (suggest Thur evenings for approx 45mins)
  - Pre reading
  - Policy workbook
  - Shared drive

- Schedule below:

- Intro week: 27 Nov - 1 Dec
- Session 1: 4 - 8 Dec
- Session 2: 11 - 15 Jan
- Session 3: 15 – 19 Jan
- Session 4: 22 – 26 Jan
- Session 5: 29 Jan – 2 Feb
- Session 6: 5 Feb - 9 Feb

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### NOV 14, 2023 | Normanton Working Group

Attendees: Anne Andrews, NCCC - Nicole Nash, Priscilla Mulcahy , Paula Moffat (Chair/Minutes)

Apologies: N/A

#### Outstanding Actions and Notes:

- Recruitment – 3 candidates progressed for interview
- Maintenance Audit
- Blue Card Portal
- Paccee's enrolment confirmation
- Action Plan



## Normanton Working Group Minutes



### New Business

- IT Equipment – laptop
  - Policy and procedure roll out – Intro and 6 weeks (Dec to Jan)
    - Intro week: 20 - 24 Nov
    - Session 1: 27 Nov - 1 Dec
    - Session 2: 4 - 8 Dec
    - Session 3: 11 - 15 Jan
    - Session 4: 15 – 19 Jan
    - Session 5: 22 – 26 Jan
    - Session 6: 29 Jan – 2 Feb
  - Recruitment process for candidates procedure – advertising, phone screening.
- 

### Nov 7, 2023 | Normanton Working Group

Attendees: Anne Andrews, NCCC - Nicole Nash, Priscilla Mulcahy (Chair/Minutes), Paula Moffat

Apologies: N/a

#### Outstanding Actions and Notes:

- Maintenance Audit – Action Plan to be developed by Paula.
- Blue Card Portal – register for the blue card portal Action: Priscilla/Paula
- Actions updated – see below.
- Paccee's enrolment pending, to follow up next week.

### New Business

- Recruitment – candidates for interview – Paula to send through resumes.
  - Housing – short term and long-term solutions
  - Paula's visit – induction training, audits, A&R support.
  - AEYS policies to be introduced in Dec ready for Jan 2024. Invoice pending from Centrasupport – to cancel subscription.
  - Xplor log in details – Nicole to email log in details
- 

### Oct 31, 2023 | Normanton Working Group

Attendees: Anne Andrews, NCCC - Nicole Nash, Priscilla Mulcahy (Chair/Minutes), Paula Moffat

Apologies: N/a

#### Outstanding Actions and Notes:

- Blue Card Portal Update – pending implementation date 20<sup>th</sup> October
- Recruitment – no update, posting new ad this week – review prior, Council Facebook, using SEEK and other platforms. Action: Paula
- NQAITS – in progress, Registration on PRODA. Action: Anne to follow up.
- Update Action Plan (table below)
- Information about the documentation relevant to child care – actioned below



## Normanton Working Group Minutes



- New Policies – Anne to email the updates she has received with the changes to the legislation

### New Business

- Assessment and Rating 24 to 26 October
- Enrolment for Paccee still pending, QIP deadline 26.10.23
- AEYS site – Paula arrives on 31.10.23 and leaves on the 2.11.23
  - To conduct compliance audit including identifying maintenance issues
- Staff Meeting conducted 16.10.23 – Regulation changes
- SEEK Ad - updated

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### Oct 24, 2023 | Normanton Working Group

Meeting cancelled due to A&R

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### Oct 10, 2023 | Normanton Working Group

Attendees: Anne Andrews, NCCC - Nicole Nash, Paula Moffat, Priscilla Mulcahy (Chair/Minutes)

Apologies: n/a

### Outstanding Actions and Notes:

- Blue Card Portal Update – implementation date 20<sup>th</sup> October
- Recruitment – no update, posting new ad this week – review prior, Council Facebook, using SEEK and other platforms. Action: Paula
- NQAITS – in progress, Registration on PRODA. Action: Anne to follow up.
- Ed Leader Declaration – service copy to be provided – Action: Nicole sent to Priscilla
- Update Action Plan (table below)
- Information about the documentation relevant to child care – actioned below
- Staff Meeting – discussion around the regulation update – Action: Paula and Priscilla to assist in drafting information for the meeting.
- New Policies – Anne to email the updates she has received with the changes to the legislation

### New Business

#### Regulation Update:

- Regulation 84B – Sleep and Rest
- QA7 – Complaint handling system that is child focused.

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### Oct 3, 2023 | Normanton Working Group

Attendees: Anne Andrews, NCCC - Nicole Nash, Paula Moffat, Priscilla Mulcahy (Chair/Minutes)

Apologies: n/a

### Outstanding Actions and Notes:

- Travel / Actions– dates to be discussed – 30th Oct - November
  - Action - Audit and development of a plan for maintenance.
  - Action – Nominated Supervisor/Responsible Person training



## Normanton Working Group Minutes



- Action – PMC training (Mark, Anne, Manager of Community Development).
- Action – Educational Leader training
- Action – Audit Educational Leader Declaration
- Blue Cards link – needing further clarification.
- Recruitment Update – candidates being screened.
- NQAITS – documentation being completed to update the Persons of Management Control
- PRODA – Nicole is the only nominated person.
- Outdoor Playground - investigate grants

### New agenda items:

- Working group frequency of meetings – to continue weekly until after the visit and then review.
- Outstanding Action – table created (see below) and updated at each meeting.

### Resolved

- Review of the policies in line with compliance notice – review with team, parent - updates are provided by the company that provides the policies. Address by Nicole.

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### Sep 26, 2023 | Normanton Working Group

Attendees: Anne Andrews, NCCC - Nicole Nash, Priscilla Mulcahy (Chair/Minutes)

Apologies: Paula Moffat

### Outstanding Actions:

- Compliance – outstanding issues
  - Baby Fence needs to be replaced (Bunnings Fence)
  - Seat in the playground (replace/remove – holds in the softfall)
  - Training for Nominated Supervisor and Responsibility Persons
  - Gardening and Maintenance
- Ongoing maintenance
  - Fort with paint rubbing off and rust
  - Leaves along the fence line
- Issues with PRODA
- Recruitment needs – qualification/hours – Priscilla to follow up with recruitment regarding candidate.

### Notes and Actions:

Key priorities for the working group – compliance response and governance.

- QIP – to review and provide support on completion as outlined in compliance
- Nominated Supervisor and Responsible Person training to be organised by Priscilla
- Review of Policies – with a focus on the policies relating to the compliance by Priscilla
- Blue Card Portal – review of business link by Anne
- Priscilla provided Anne with a fact sheet regarding Blue Cards
- Priscilla to review of NQAITS and develop action plan



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- Priscilla to review of PRODA and develop action plan
- Anne provided the following Council Update – resignation of Sherie from Community portfolio.
- Emailed the following to Anne: QIP and compliance documentation x 3
- Anne will be providing an update to Council regarding outstanding matters relating to the compliance.
- Astute to visit in early Oct and conduct an audit of compliance and maintenance issues and to involve facilities to create a plan to address issues including outstanding compliance matters. Action: travel dates to be confirmed.
- To create and update acronym table as part of the minutes.

### SEPT 19, 2023 | Normanton Working Group Meeting

Attendees: NCCC - Nicole Nash, Paula Moffat Priscilla Mulcahy (Chair/Minutes)

#### Notes

- Compliance mainly related to outdoor facilities: Fort, Fence, Building/Equipment and QIP/Ed Leader.
- ECEC issued Compliance Breach – rectification of breaches required.
- Recruitment - one candidate in progress, look for another educator due to the waitlist, advertising on the Council website/Linked to Facebook
- PRODA – Nicole advised that PRODA needs to be updated
- Working Group - to bring key stakeholders together to discuss and prioritise actions.

#### Actions

- To follow up in regard to HR process with Council re interview etc
- Invitation to Working Group - Tuesdays at 9.30am for 1/2hr, invitation to Paula, Anne, Nicole and Priscilla and other relevant stakeholders as required.

### Documentation for childcare centres

<a href="#">National Law</a>	The National law sets a national standard for children’s education and care across Australia
<a href="#">National Regulations</a>	The National Regulations support the National Law by providing detail on a range of operational requirements for an education and care service.
<a href="#">National Quality Standards</a>	The National Quality Standard (NQS) sets a high national benchmark for early childhood education and care and outside school hours care.
<a href="#">Approved Learning Frameworks</a>	Under the National Law and Regulations, services are required to base their educational program on an approved learning framework
<a href="#">Early Years Learning Framework (EYLF)</a>	National approved learning framework under the NQF for young children from birth to 5 years of age.



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<a href="#">Queensland Kindergarten Learning Guideline (QKLG)</a>	The QKLG provides advice for planning, documenting and assessing children’s learning and development – service funded under QLD Kindy.
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Acronym	Title	Description
NQAITS	National Quality Agenda IT System	Portal to register and log documents for childcare services
ECEC	Early Education and Care	Department of ECEC overseeing the regulations of childcare centres
PRODA	Provider Digital Access	PRODA is an online identity verification and authentication system that lets you securely access a range of online services for providers. Including ISS and CCMS
PEP	Provider Entry Point (PRODA)	Is an online identity verification and authentication system.
ISS	Inclusion Support Subsidy (also includes Innovative Solutions)	Funding for an additional worker to support children with special needs.
SIP	Strategic Improvement Plan	Set guided inclusion assessment and planning tool
QIP	Quality Improvement Plan	ECEC – is a summary of key areas priorities for improvement
NQF	National Quality Framework	ECEC – provides a national approach to regulation and quality improvement
NQS	National Quality Standards	NQF has quality standards to improve education and care across the sector.
PMC	Person of Management Control	Person who has authority/responsibility for the delivery of the service
CCS	Child Care Subsidy	The main way the Australian Government helps families with child care fees.
A&R	Assessment and Rating	An opportunity for a service to discuss how the service is meeting the NQF
ECT	Early Childhood Teach	A qualified teacher with an early years qualification. To receive Kindy Funding and ECT is required to operate a Kindy for a minimum of 15hrs
EYLF	Early Years Learning Framework	A national curriculum framework that ensures quality and consistency in the delivery of early childhood education programs.
QKLG	Queensland Kindergarten Learning Guidelines	Supports kindy teachers in professional practice.

**Action Plan**

Issue	Status	Responsible/Follow up
Sand in sandpit needs replacing	Lodged with facilities – needing clarification regarding the type of sand	7/11 – completed. 10/10 – measured the sand Anne to follow up



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Perimeter fencing	Re-quote	10/10 – request for quoting Anne is following up
Outdoor Chairs	Request to have them removed	10/10 – still pending Actioned by Anne
Yard Maintenance	Looking at external provider Retiring at the end of year.	10/10 – Budget review

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### 11.4 LES WILSON BARRAMUNDI DISCOVERY CENTRE, KARUMBA AND NORMANTON VISITOR INFORMATION CENTRES

<b>Attachments:</b>	NIL
<b>Author:</b>	Amanda O'Malley - Centre Manager - LWBDC
<b>Date:</b>	6 December 2023
<b>Key Outcome:</b>	A dynamic and diverse economy creating industry development and employment opportunities
<b>Key Strategy:</b>	Provision of support for a sustainable Tourism sector

#### Executive Summary:

This report provides a summary of the operational and promotional activities surrounding the Les Wilson Barramundi Discovery Centre, as well as activities in relation to the Visitor Information Centres.

#### RECOMMENDATION:

That Council:

1. receive the Report and;
2. that those matters not covered by resolution be noted.

#### ACTIONS OUTSTANDING FROM PREVIOUS MEETINGS

Date:	Ref:	Action	Status	Comment
<b>LWBDC - Hatchery</b>				
September 20	002	Cannulation of broodstock	Ongoing	Sperm quality is excellent with 100% motility, egg quality is good with 0.40mm average size. Re-cannulation will be performed as required.
November 15	017	Recruitment of new hatchery technician	Complete	The hatchery technician commenced work in December.
November 15	018	Hormone trials	Ongoing	New hormone has been identified and trialed. Other supplements will also be trialed within the coming months based on availability.
November 15	019	Broodstock nutrition	Complete	Trials are complete.

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### LWBDC - Merchandise & Tours

September 20	004	Develop new merchandise	Hold	Local artwork has been sourced for custom lanyards. No orders to be placed until Tourism Advisory Committee meeting. Impacts are expected on revenue in 2024 due to 3-4 month minimum lead time for fulfilment of orders.
November 15	021	Secure additional funding for purchase of an outdoor projector and initiate stargazing experience.	Ongoing	'Carpentaria Champions' Queensland Day Series funding submitted awaiting outcome (January 2024 expected).

### LWBDC – Interpretive Centre

September 20	006	Create new broilga display for the bird hut	Ongoing	Concept finalized and animation work underway.
November 15	020	Algae-free ultrasound trial in pond	Ongoing	Preliminary results are promising.
November 15	023	Create new display 'Ode to the originals'	Ongoing	Gathering contact details and reaching out to persons of interest.

### LWBDC – Karumba Art Gallery

September 20	007	Flooded with Art project delivery	Ongoing	Formalizing all quotes from EOs.
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### Visitor Information Centers

September 20	009	Crocodile warning stencil to be used across Normanton and Karumba	Ongoing	Trial complete. Final sites to be selected in coordination with LLO and community.
September 20	011	Test and refine Normanton Town Walk product	Complete	
September 20	012	Release EOI for QR code content on Karumba Town Walk	Complete	Content being gathered.
October 7	015	Normanton town map to be revised due to missing signs, misprinted sign outside Krys the	Ongoing	Revisions complete, small print run required, as Heritage Committee

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		croc, and inaccurate portrayal of streets		to review recommended changes and guide design of new signs.
October 7	016	Karumba town map to be revised	Complete	To decide if printing single sided to allow more space for Normanton town map to have descriptions for historic landmarks.
November 15	022	Installation of Savannah Way Art Trail signs	Ongoing	Signs have been delivered and are awaiting installation.
November 15	023	State Library of Queensland stock worker interviews and short film.	Ongoing	
<b>Digital marketing</b>				
September 20	013	Develop media policy and instigate enhancement plan	Ongoing	Division of duties to be refined in consultation with DCDTRP and newly appointed Tourism Officer.
September 20	014	Deliver staff training in social media	Ongoing	Scheduled for November during slack season. Project will include reintroduction of the Karumba Art Gallery Facebook page.

### VISITOR INFORMATION CENTRE STATISTICS

#### Attendance

1-30 <sup>th</sup> November 2023	
Normanton VIC	Karumba VIC
<b>69</b>	<b>279</b>
Average of 2.3 people per day (open 7 days per week 9am to 12pm on most days, and 9:30am to 12:00pm when relief staff travelling from Karumba)	Average of 9.3 people per day (open 7 days per week 9am to 12pm)
(October average was 9.09 people per day open 7 days per week 9am to 12pm on most days, and 9:30am to 12:00pm when relief staff travelling from Karumba)	(October average was 25.22 people per day, open 9am – 12pm 7 days)

	<b>2022-2023</b>	<b>TOURS</b>
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	Visitors	Tours #	Sales (POS)	RTBS (API – Online payment)	Sunlover/ Invoice	Total Sales
NOV 22	168	0	\$2,421.90	\$0	\$0	\$2,421.90
DEC 22	93	0	\$2,933.95	\$0	\$0	\$2,933.95
JAN 23	4	0	\$178.00	\$0	\$0	\$178.00
FEB 23	0	0	\$28.00	\$0	\$0	\$0
MAR 23	150	15	\$1,943.00	\$1,290	\$0	\$3,233
APR 23	972	394	\$29,088.90	\$3,000	\$130.50	\$32,219.40
MAY 23	1494	682	\$51,279.10	\$1,950	\$217.50	\$53,446.60
JUN 23	3806	950	\$80,147.36	\$4,405	\$217.50	\$84,769.86
JUL 23	4115	1346	\$117,000.90	\$9,979	\$3171.25	\$126,979.90
AUG 23	3245	1207	\$105,651.70	\$6,457	\$1,773.00	\$113,881.70
SEP 23	1925	845	\$50,230.18	\$4,387	\$5,411.50	\$60,028.68
OCT 23	782	336	\$16,460.20	\$2,359	\$445.50	\$19,264.70
NOV 23	279	62	\$7,273.85	\$196.00	\$0.00	\$7,469.85

### KARUMBA

- Visitation has dropped 3.4% compared to the same month last year (i.e., drop of an average of 0.3 people per day)
- Hours of operation are being modified in response to attendance, the LWBDC is operating 5 days per week from 9-12noon (closed every Wednesday and Thursday from 29/11/23).
- Queensland Tourism Industry Council (QTIC) Accreditation has been renewed for the Carpentaria Shire Council. QTIC provides members with a voice to government, networking opportunities, industry updates and access to business programs.

### NORMANTON

- Accurate comparative statistics will be available from June 2023.

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- Hours of operation are being modified in response to attendance, the NVIC is operating 5 days per week from 9-12noon (closed every Monday and Tuesday from 04/12/23).
- Library services will be provided by VIC staff manning the dual use centre over the Christmas/New Year period.

### NORMANTON CAMP STATISTICS

	2022 – Nights booked	2023 – Nights booked
APRIL	30	0 (closed due to risk of bogging)
MAY	117	61
JUNE	474	360
JULY	667	461 (closed 2-11 July, due to risk of bogging)
AUGUST	452	469
SEPTEMBER	133	171
OCTOBER	17	22
NOVEMBER	0	0

\*Normanton Camp is now closed, as per annual trend.

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### 12 REPORTS FROM DIRECTOR OF ENGINEERING - ROADS & SERVICES

#### 12.1 DOE REPORT

**Attachments:** NIL

**Author:** Michael Wanrooy - Director of Engineering

**Date:** 7 December 2023

**Key Outcome:** 5.1 - Integrated and timely provision and management of sustainable infrastructure and assets

**Key Strategy:** 5.1.3 Plan and implement urban improvement works which enhance local character and identify, conserve and improve the region's streetscapes and provide iconic parkland.

#### Executive Summary:

This report provides information and updates to Council on various activities and programs that are facilitated within the Director Engineering's portfolio.

#### RECOMMENDATION:

That Council:

1. receive and note the Director of Engineering Report as presented; and
2. that those matters not covered by resolution be noted.

#### 1. Actions Arising from Previous Meetings

Date:	Ref:	Action	Status	Comment
December Meeting		Add Premix to grooves at the Scruton River Floodway.	In Progress	➤ Arrange with Borals to bring premix to site whilst undertaking sealing nearby. They have since come back a few days ago saying they are out of stock. Michael S said he will send the RMPC Crew to undertake the works.
January Meeting		Repair copper log fencing at NTN Cemetery	In Progress	<ul style="list-style-type: none"> <li>➤ Malcolm will undertake copper log replacement starting Monday 14th. Materials in Normanton.</li> <li>➤ Heritage documents sent to Department for approval to undertake rotunda and wallaby fence construction</li> <li>➤ Heritage documents accepted and works can</li> </ul>

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Date:	Ref:	Action	Status	Comment
				<p>proceed. Copper log fencing replacement nearly completed.</p> <ul style="list-style-type: none"> <li>➤ The rotunda construction completed.</li> <li>➤ Quotes received for wallaby proof fence</li> </ul>
March Meeting		Are there alternatives to repair scour on the footpath in Philp Street besides filling with gravel as every wet season it erodes repeatedly.	In Progress	<ul style="list-style-type: none"> <li>➤ Repairs put in works program as per plan submitted in December 2022 Meeting</li> <li>➤ In works program – took foreman out to site to show scope of works</li> <li>➤ Scouring along footpath repaired. Premix to lay at median strip to divert water is put into works program</li> </ul>
August Meeting		Shorten median island at Intersection of Landsborough and Caroline St. to tree line at Curley's end.	In Progress	<ul style="list-style-type: none"> <li>➤ In works program</li> <li>➤ Contractor has been engaged</li> <li>➤ Works 90% completed. Require kerbing only to complete shortening of island.</li> </ul>
August Meeting		Discuss with TMR for slip lane at: Right turn from 92A to Glenore Weir – Near miss incident Right turn to 89B towards Dunbar at Walkers Creek Shady Lagoon turnoff	In Progress	<ul style="list-style-type: none"> <li>➤ Discussed with TMR briefly – Getting plans drawn up to help push it along with TMR</li> <li>➤ Will look at improving site distance in the road reserve at Walkers Creek bend</li> <li>➤ Had meeting with TMR about extra slip lanes. They have tried to get funding for similar projects in the region without success. They won't be able to get funding for slip lanes here. I will try to get funding through blackspot into Glenore Weir. Will require a safety report, including near miss accident statements.</li> <li>➤ Undertaking Safety audit and collected a statement.</li> </ul>

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Date:	Ref:	Action	Status	Comment
November Meeting		Council to obtain quote to do minor repairs and possible fresh up paint job on Krys.	Not Started	Contacted the designer a few times to repaint
March Meeting		Depth gauge and flood marker would need to be erected at the boat/barge ramp (at Burns Philp Building).	In Progress	<ul style="list-style-type: none"> <li>➤ Survey of river bank level and barge channel underway.</li> <li>➤ Depth markers being arranged through Artcraft. This will be fixed to galvanised box posts.</li> </ul>
May Meeting		Street lights at Palmer Street	In Progress	<ul style="list-style-type: none"> <li>➤ Discussions with electrical designers</li> <li>➤ 2 Solar street lights ordered and delivered to Hawkins transport in Townsville.</li> </ul>
June Meeting		Look at solar lights for footpath to Rodeo Grounds	Not Started	➤ Inspected site
		Install toilet signage in median strip directing to Burns Philp public toilets	In Progress	➤ New signage have arrived and RMPC crew will install
September Meeting		Can the Savannah Art sculpture outside the Burns Philp Building can be raised to 500mm for better photo opportunity	In Progress	➤ Council will construct a concrete plinth under the sculpture to raise it by 500mm. This is being arranged. New stainless steel hold down bolts being arranged.
September Meeting		Chase up the no scooter/skating/riding signage for installation on the footpath in the vicinity of the shops in Karumba	In Progress	➤ Signage have been ordered and have arrived in Normanton. Peter Casey RMPC crew to install.
September Meeting		Burketown Road - call points at the Flinders, Bynoe & Little Bynoe Rivers and 92A - Norman River at Glenore.	In Progress	<ul style="list-style-type: none"> <li>➤ Call point signs for the Bynoe, Little Bynoe, Flinders R, Armstrong Ck, Station Ck and L Ck have arrived. RMPC crew to install.</li> <li>➤ TMR has held up the call point signs at 92A - Norman R at Glenore and 89A Flinders River until they have completed the designs.</li> </ul>

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Date:	Ref:	Action	Status	Comment
				They will also fund those signs.

### 2. Miscellaneous Projects

- 2.1. Karumba Revetment Wall and Rock Groyne – Rock are being stockpiled near the end of the Karumba Aerodrome. Bigger rocks are being made. Separate tenders have been released on vendor panel for the construction of the revetment wall and rock groyne.
- 2.2. ATSI TIDS - Floodway upgrade on the Dunbar - Kowanyama Road. Two raised causeways at Plains Creek and Cabbage Tree Creek are nearly completed. Culverts have been installed at the two sites and concrete armouring are nearly completed. Work should be completed before Christmas. There were some delays due to wet weather. All concrete works should be completed by 6<sup>th</sup> December.
- 2.3. Mentana Creek – Council have been awarded the construction for Mentana Creek Causeway. The works will include the installation of 4/2700x1200 box culverts and the construction of concrete batter protection. Council have ordered the culverts.
- 2.4. RMPC Crew – undertaking patching / road patrols / herbicide / guideposts / signs / mowing as required. They have completed the installation of call point signage for the Little Bynoe, Bynoe and Flinders Rivers including Armstrong Ck, Station Ck and L Ck. The sign manufacturers have spelt Armstrong incorrectly, so we are awaiting replacement signage. We have ordered call points signage for Leichhardt River, Alexandra River and Poingdestre Ck.
- 2.5. ROSI Funding – Council undertook an independent Infrastructure Investment Program (IIP) review and are hoping that the Burketown - Normanton Rd project will be confirmed. Financials and milestones have been updated with the Department of Infrastructure, Transport, Regional Development, Communications and the Arts with a new estimated award date for March 2024 if successful. Since last week, Council have been formally notified that the funding will not be removed as part of the Federal Government review which is great news.
- 2.6. Reef Project – Good news. Council has completed the deployment of 2 artificial reefs, one located 15km offshore from the Karumba point boat ramp and the other 32km offshore.  
  
The structures are approximately 2,000Kg each and there were 10 of them deployed. 5 in each location. FAD's (fish attracting device) were also deployed on buoys which were attached to the structures. The FAD's will attract additional bait fish and pelagic species.  
  
Carpentaria Freight (Barge) and Wren Constructions (slewing crane) were instrumental in the successful deployment of the reef structures.
- 2.7. Shaun Henry's stabilising Crew are based at the Middle Camp along the Kowanyama Road. They are working to complete 10km of new sealing works under betterment on the Kowanyama Road between the Scrutton River and Rutland Plains before

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Christmas. The crew have completed the first 5km of stabilised pavement which was sealed by two (14/10) coat bitumen mid-November by Borals. The crew are currently working on the second 5km which is nearly completed. Boral are planning to seal the last 5km by 8<sup>th</sup> of December. Due to wet weather and sealing aggregate delivery we are planning to only complete the 14mm bitumen coat for the last 5km section. The 10mm coat will have to be done when we can have access after the wet season.

- 2.8. Normanton Street Reseals – Council have completed reseals along Balonne Street (between Matilda and Woodward), Philp Street (between Travers to end of Philp), Travers Street (between Philp and Noel), Noel Street (between Landsborough and Travers), and Dutton Street (between Landsborough and Dutton).
- 2.9. Karumba Town Street – Council have completed reseals along Col Kitching Drive (from intersection to caravan park) and access into the transfer station.
- 2.10. Council have been awarded a contract from TMR to undertake 23-24 reconstruction works on 84A Karumba Developmental Road and 89A Burke Developmental Road valued at \$1,038,059.82

**Table:** TMR Projects progress report for 2023 – 2024

Projects	Value	Claimed	Progress
ATSI TIDS Dunbar Kowanyama Road - EOT granted. Original budget is \$1,340,000. TMR wants remaining balance of \$891,893.13 to be claimed after June 30th	\$891,893.13	\$575,307.14	65%
ATSI TIDS Dunbar Kowanyama Road - Variation request (Cabbage Tree and Plains Ck)	\$250,000.00	\$0.00	0%
ATSI-TIDS Dunbar Kowanyama Road - Days Creek	\$960,000.00	\$0.00	0%
TIDS 2023-2024 - 100% completed, claims being arranged	\$835,000.00	\$835,000.00	100%
CN-21081 2023-24 RMPC	\$2,655,500.00	\$1,450,055.00	55%
2023 TMR Emergent Works - Working to verify estimated total with TMR. \$698,652.83 claimed prior to June	\$3,211,350.00	\$3,160,000.00	98%
Mentana Creek Floodway	\$1,799,265.48	\$0.00	0%
89B Formation	\$1,900,000.00	\$0.00	0%
CN-21603 89A and 84A Repa Works	\$1,038,059.82		
<b>Total</b>	<b>\$13,541,068.43</b>	<b>\$6,020,362.14</b>	<b>44%</b>

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**Diagram:** Col Kitching Drive Reseal

## **BUSINESS PAPERS**

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**Diagram:** Karumba Transfer Station Reseal

## **BUSINESS PAPERS**

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**Photo:** Balonne St reseal

## **BUSINESS PAPERS**

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**Photo:** Intersection of Dutton and Balonne Street reseal

## **BUSINESS PAPERS**

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**Photo:** ATSI TIDS – Plains Creek under construction

## **BUSINESS PAPERS**

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**Photo:** ATSI TIDS – Cabbage Tree Creek under Construction

## **BUSINESS PAPERS**

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**Photo:** ATSI TIDS – Cabbage Tree Creek under Construction

## **BUSINESS PAPERS**

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**Photo:** Kowanyama Road Betterment Works - 5km completed two coat bitumen seal project

## **BUSINESS PAPERS**

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**Photo:** Call Point Sign at the Flinders River – Normanton Burketown Road

### **3. Update on Shire Flood Damage Works**

- 3.1. Clarence Bynoe – Inkerman Camp undertaking 89B road formation works to raise low areas. Wet weather is delaying works.
- 3.2. Colin Charger – Donors Hill Camp – Working on the Donors Hill - Augustus Road. Will finish this swing.
- 3.3. Gavin Delacour – Deadcalf camp – Completed works on the Broadwater - Iffley Road. If weather permits they will start on the Old Croydon Road.
- 3.4. Josie Bond – Crew at Middle Camp working on the Kowanyama Road.
- 3.5. Cameron Young – Wondoola Camp. Working on the Iffley Road gravel resheeting project on and off due to storms.

### **4. New Projects/Grant Applications**

- 4.1. Council is working with TMR on Betterment projects and 89B REPA Works.

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### 5. Reports

5.1. Nil

5.2. Budget

Row Labels	Sum of Current Budget	Sum of YTD Actual	Sum of Order Value	Sum of Total Actual
<b>Operating Expenditure</b>				
Airports	464,808	168,625	64,274	232,899
Asset Management	279,341	70,243	4,900	75,143
Building Services	1,283,496	93,100	25,712	118,812
Coastal Management	200,000	3,604	0	3,604
Depots & Workshop	583,329	259,070	9,979	269,049
Engineering Services	851,025	476,926	114,116	591,042
Fleet & Plant	-2,787,713	-2,989,509	1,773,275	-1,216,234
Main Roads (RMPC and PW)	10,658,347	7,476,017	1,156,361	8,632,379
Parks & Gardens	924,455	684,168	31,238	715,407
Pensioner Housing	188,400	92,615	4,406	97,021
Private Works	0	2,108	0	2,108
Public Conveniences	122,162	70,289	915	71,204
Quarries	52,000	7,675	0	7,675
Reserves	2,719	16,209	0	16,209
Road	5,453,471	2,713,411	135,844	2,849,255
Staff Housing	556,500	299,673	0	299,673
Town Planning	80,000	36,094	16,525	52,620
<b>Operating Expenditure Total</b>	<b>18,912,338</b>	<b>9,480,319</b>	<b>3,337,546</b>	<b>12,817,865</b>
<b>Operating Income</b>				
Airports	-252,500	-172,576	0	-172,576
Building Services	-3,660	-13,420	0	-13,420
Fleet & Plant	-50,000	-29,226	0	-29,226
Main Roads (RMPC and PW)	-14,540,000	-5,331,617	0	-5,331,617
Pensioner Housing	-30,000	0	0	0
Road	-1,365,452	-16,773	0	-16,773
Staff Housing	-20,000	0	0	0
Town Planning	-2,000	-2,552	0	-2,552
<b>Operating Income Total</b>	<b>-16,263,612</b>	<b>-5,566,165</b>	<b>0</b>	<b>-5,566,165</b>
<b>Grand Total</b>	<b>2,648,726</b>	<b>3,914,155</b>	<b>3,337,546</b>	<b>7,251,701</b>

## **BUSINESS PAPERS**

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### **12.2 NDRRA/QDRF REPORT**

<b>Attachments:</b>	12.2.1. Appendix A - 2021 Expenditure Summary <a href="#">↓</a>
	12.2.2. Appendix B - 2021 Completed Works <a href="#">↓</a>
	12.2.3. Appendix C - 2022 Expenditure Summary <a href="#">↓</a>
	12.2.4. Appendix D - 2022 Completed Works <a href="#">↓</a>
	12.2.5. Appendix E - Betterment Projects <a href="#">↓</a>

**Author:** John Martin - Consultant Engineering

**Date:** 7 December 2023

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**Key Outcome:** 5.2 - A safe and sustainable road network

**Key Strategy:** 5.2.1 Plan and deliver a safe, sustainable and efficient road network.

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#### **Executive Summary:**

**QRA21:** The QRA21 project is approximately 98.0% complete. Construction is currently underway with the QRA21 scope being prioritised to ensure deadlines are met. The current construction program has been compiled to complete all submissions prior to the EOT deadline of 31 December 2023.

**QRA22:** The QRA22 project is approximately 83.8% complete. Roads with both QRA21 and QRA22 scope having been programmed together where possible to reduce camp and establishment costs. The QRA22 program of work has a deadline of 30 June 2024.

Minor delays have been encountered by construction crews due to scattered wet weather across the shire.

**QRA23:** Emergency Works has been fully acquitted and payment has been received by Council. CDO has been submitted to QRA and payment is expected shortly. Submission 5 (Iffley Road Incl Rollover) has now been approved and the prepayment has been received by Council. Submission 1 (Far Northern Roads) and Submission 2 (Northern Roads) have now been lodged in the QRA MARS system. QRA21 and QRA22 scope that received significant additional damage will be rolled over into the QRA23 submissions.

**RRUPP:** Two (2) Remote Roads Upgrade Pilot Program (RRUPP) projects have been approved for construction. Construction on the Iffley Road project has commenced in conjunction with QRA23 scope as per the funding agreement. Works on the Dixie Road will take place in the 2024 calendar year.

**MITCHELL RIVER BRIDGE:** The Mitchell River Bridge project is progressing well with preliminary design and options analysis now finalised.

**OTHER:** Dunbar – Kowanyama (pavement stabilization and sealing) betterment project and the Poingdestre Creek Causeway upgrade have both commenced. Additional funding (\$880k) has been requested for the Dunbar – Kowanyama Road Betterment project.

#### **RECOMMENDATION:**

That Council:

1. accepts the NDRRA/QDRF Report as presented; and
2. that those matters not covered by resolution be noted.

## **BUSINESS PAPERS**

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### **Background:**

#### **2021 QRA Event**

1. All five (5) QRA21 REPA submissions have been approved with a total RV of approx. \$39.9million (construction budget of \$31.1million).
2. Approximately 98% of the project has been completed with an estimated Expenditure Ratio of 0.90. Refer to Appendix A and B for construction progress summaries.
3. Four (4) crews are in camps around the Shire. The QRA21 scope is being prioritised to ensure submission deadlines are met. Scope that received significant additional damage during the most recent flood event will be submitted to be rolled over into QRA23 submissions to enable treatment upgrades to adequately restore additional damage.
4. The construction crews are currently completing the final works prior to the wet season shutdown, all crews have experienced minor delays due to scattered wet weather across the shire.
5. All QRA21 submissions have a deadline of 31 December 2023, with Council receiving approval on EOT requests from the previous deadline of 30 June 2023.

#### **2022 QRA Event**

1. All six (6) QRA22 REPA submissions have been approved with a total RV of approx. \$66.8million (construction budget of \$46.8million).
2. Approximately 83.8% of the project has been completed with an estimated Expenditure Ratio of 1.02. Refer to Appendix C and D for construction progress summaries.
3. Construction on QRA21 scope is being prioritised to ensure deadlines are met. Roads with both QRA21 and QRA22 scope have been programmed together where possible to reduce camp and establishment costs. Scope that received significant additional damage during the most recent flood event will be submitted to be rolled over into QRA23 submissions to enable treatment upgrades to adequately restore additional damage.
4. The QRA22 program of work has a deadline of 30 June 2024.

#### **2023 QRA Event**

1. Carpentaria Shire Council was activated for REPA, Emergency Works and CDO relief measures on 6 January 2023 in response to the Northern and Central Queensland Monsoon and Flooding event.

## **BUSINESS PAPERS**

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2. CDO acquittal documentation has been submitted to QRA for the emergency resupply operations and relocation of vulnerable persons from Burketown (Approx. \$546k). A final outcome report has now been received and payment is expected shortly.
3. Emergency Works has now been fully acquitted and Council has received the final payment of Approx. \$2.2million.
4. Scope within QRA21 and QRA22 projects that received significant additional damage during the most recent flood event will be submitted to be rolled over into the QRA23 submissions.
5. Submission 5 (Iffley Road Incl Rollover) has been approved and Council has received the prepayment. Submission 1 (Far Northern Roads) and Submission 2 (Northern Roads) have now been lodged in the QRA MARS system.

### **Remote Roads Upgrade Pilot Program**

1. Two (2) Remote Roads Upgrade Pilot Program (RRUPP) projects have been approved for construction. The Iffley Road Gravel Upgrade project has a RV of approx. \$4.2million and Koolatah – Dixie Road Widening project has a RV of approx. \$2.5million.
2. Construction has now commenced for the Iffley Road project, it is currently being built in conjunction with the QRA23 Iffley Road scope.
3. The Koolatah – Dixie Road Widening project is to be constructed in conjunction with the QRA23 Koolatah - Dixie Road scope during the 2024 construction season.

### **Mitchell River Bridge**

1. The Mitchell River Bridge (NQNDMP) options analysis is progressing well with preliminary design of three (3) bridge and three (3) alignment options. Costs for precast items, piling and insitu construction work have been sourced and a cost estimate for the options analysis is currently being compiled.
  2. Geotechnical investigations have concluded with findings of a dense conglomerate layer rather than initial findings of a layer assumed to be rock. The dense conglomerate is not suitable for rock anchors due to limited shear strength of the rock and the difficulty in installation with a high water table. Three (3) main piling options have been investigated, these include: Cylindrical Bored Pier, Driven UC Piles and Screw Piles.
  3. Footing designs now point to use of reinforced steel screw piles into this dense layer. Screw Piles appear to be the best option with the lowest price and quickest installation time which is needed if bridge construction is to be completed in a single construction season.
  4. A detailed hydraulics investigation has commenced with LiDar provided to BMT for this study and they are expected to have the report completed by mid-October.
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## **BUSINESS PAPERS**

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5. The options analysis report and detailed design have a deadline of 30 June 2024. Cost estimates are to be provided to QRA for confirmation of funding quantum.
6. The options analysis has now been completed. The detailed design is expected to be finalised by the end of December 2023 provided a quick turnaround on the options analysis.

### **Other**

1. Construction for the Dunbar – Kanayama (pavement and sealing) betterment project and Poingdestre Creek Causeway is currently in progress. A full list of betterment projects can be seen in Appendix E.
2. An additional approx. \$880k of funding has been requested for the Dunbar – Kowanyama Road Betterment project.

### **Consultation (Internal/External):**

- Mark Crawley - Chief Executive Officer
- Michael Wanrooy - Director of Engineering
- John Martin and Nick Lennon - ERSCON Consulting Engineers

### **Legal Implications:**

- Nil.

### **Financial and Resource Implications:**

- QRA 20 Trigger Point contribution - \$29,363
- QRA 21 Trigger Point contribution - \$30,180
- QRA 22 Trigger Point contribution - \$30,015
- QRA 23 Trigger Point contribution - \$29,070

### **Risk Management Implications:**

- Low – QRA21 – All submissions have received an EOT until 31 December 2023. There is a low risk that work will not be completed by this deadline based on the current construction programme.
- Low – QRA22 – All submissions have a construction deadline of 30 June 2024. There is a low risk that work will not be completed by this deadline based on the current construction programme.

**CARPENTARIA SHIRE COUNCIL**

**SUMMARY OF QRA21 EXPENDITURE**

**CURRENT**

**Project Completed**

**Forecast Project Expenditure to RV Ratio**

**1/12/2023**

**98.0%**

**0.90**



Submission 1 - CSC.0052.2021E.REC					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Pioneer Access	\$ 43,477.20	\$ 2,545.40	100%	0.06	Overlapping camp and establishment costs with simultaneously constructed Trenton Road. When assessing roads together expenditure is expected to align well with the combined RV.
Wondoola Access	\$ 145,923.99	\$ 93,239.01	100%	0.64	Overlapping camp and establishment costs with simultaneously constructed QRA20 Wondoola Access and QRA20/21 Wondoola Bypass Road. When assessing roads together expenditure is expected to align closely with the combined RV.
Wondoola Bypass Road	\$ 335,719.59	\$ 165,292.28	100%	0.49	Overlapping camp and establishment costs with simultaneously constructed QRA20 Wondoola Bypass Road and QRA20/21 Wondoola Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Glenore Access	\$ 954,142.42	\$ -	100%	0.00	Road marked at 100% due to significant additional damage incurred from 2023 event. All scope is expected to rollover into QRA23 works.
Haydon Access	\$ 294,418.51	\$ 171,847.17	100%	0.58	Significant cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
Sawtell Creek Access	\$ 46,052.54	\$ 31,371.31	100%	0.68	Significant cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
Warrenvale Access	\$ 112,183.94	\$ 71,178.92	100%	0.63	Overlapping camp and establishment costs with simultaneously constructed QRA21 Donors Hill Access. When assessing the roads together expenditure is expected to align closely with the combined RV.
Mundjuro Access	\$ 269,163.15	\$ 917.73	100%	0.00	Road marked at 100% due to significant additional damage incurred from 2023 event. All scope is expected to rollover into QRA23 works.
Trenton Road	\$ 2,759,624.32	\$ 1,818,405.82	100%	0.66	Road partially constructed before wet season shutdown, remaining scope will be rolledover into QRA23 scope
Iffley Road	\$ 48,565.72	\$ 50,989.60	100%	1.05	Road marked at 100% due to significant additional damage incurred from 2023 event. All scope is expected to rollover into QRA23 works.
Broadwater Access	\$ 15,718.68	\$ 12.05	100%	0.00	Overlapping camp and establishment costs with simultaneously constructed Broadwater - Iffley Road and Claraville Road. When assessing roads together expenditure is expected to align closely with the combined RV.
Broadwater - Iffley Road	\$ 3,253,190.35	\$ 2,699,508.71	100%	0.83	Overlapping camp and establishment costs with simultaneously constructed Claraville Road and Broadwater Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Cowan Downs Access	\$ 109,883.67	\$ 17,172.96	100%	0.16	Overlapping camp and establishment costs with simultaneously constructed QRA22 Cowan Downs Access scope. When assessing roads together expenditure is expected to align closely with the combined RV.
Claraville Road	\$ 802,925.42	\$ 41,677.43	100%	0.05	Overlapping camp and establishment costs with simultaneously constructed Broadwater - Iffley Road and Broadwater Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Old Croydon Road (Unsealed)	\$ 410,198.93	\$ 3,713.30	0%	1.00	Preliminary costs booked, no construction has commenced.
<b>TOTAL</b>	<b>\$ 9,601,188.43</b>	<b>\$ 5,167,871.69</b>			

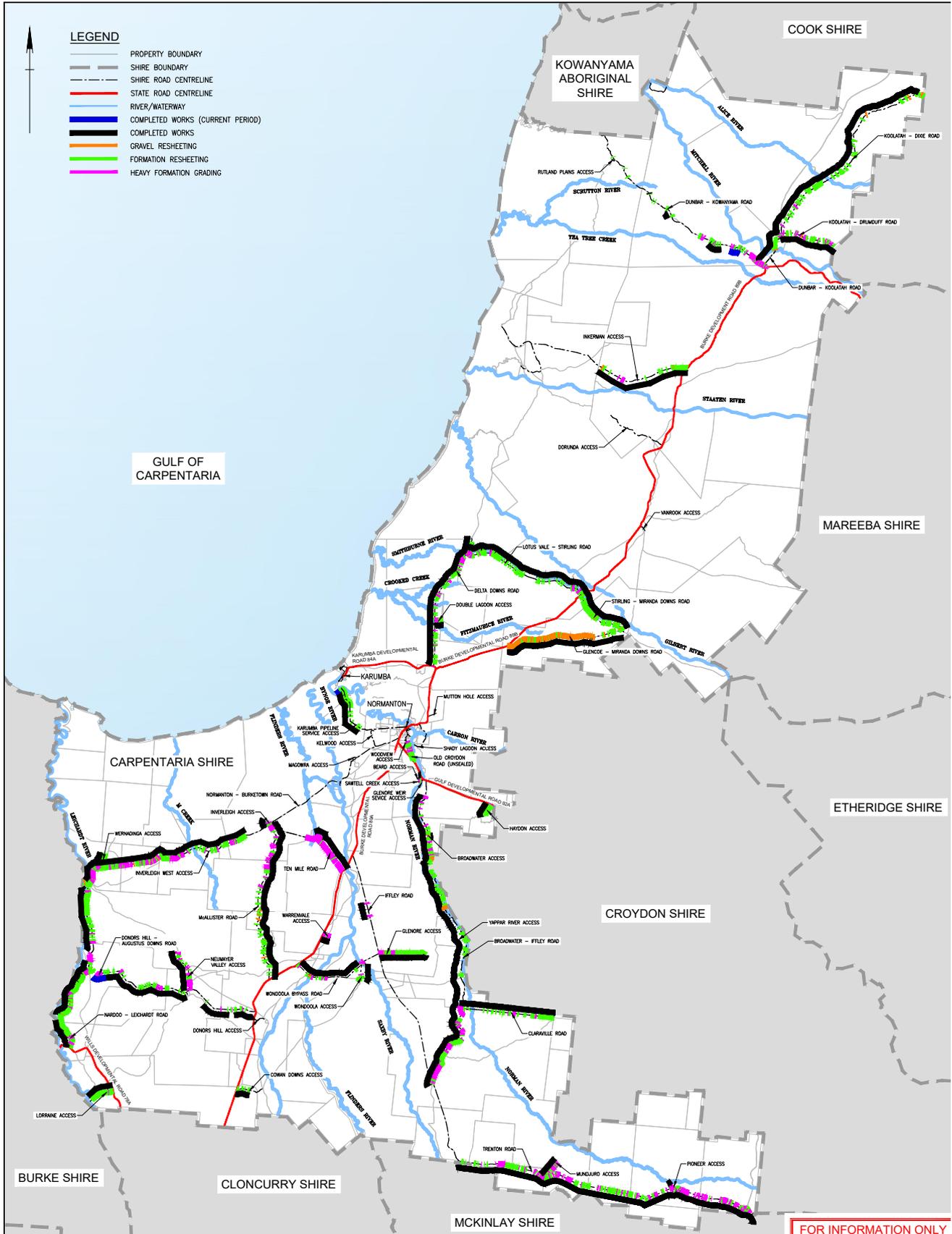
\*Expected expenditure ratio is the ratio of final expenditure divided by the recommended value. (i.e. 1.5 is 50% over budget, 0.8 is 20% under budget)

Submission 2 - CSC.0054.2021E.REC					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Wernadinga Access	\$ 408,403.56	\$ 206,933.00	100%	0.51	Overlapping camp and establishment costs with simultaneously constructed Normanton - Burketown. When assessing roads together expenditure is expected to align well with the combined RV.
Lorraine Access	\$ 537,639.45	\$ 549,594.98	100%	1.02	
Ten Mile Road	\$ 812,165.79	\$ 577,623.55	100%	0.71	Significant cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
Neumayer Valley Access	\$ 408,933.45	\$ 128,194.09	100%	0.31	Overlapping camp and establishment costs with simultaneously constructed QRA21 Donors Hill - Augustus Downs Access and QRA22 Neumayer Valley Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Inverleigh Access	\$ 2,341.08	\$ 3,237.50	100%	1.38	Overlapping camp and establishment costs with simultaneously constructed QRA21 Inverleigh Access (Secondary Access) and QRA22 Inverleigh and Inverleigh West Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Normanton - Burketown Road	\$ 3,384,537.60	\$ 2,116,656.71	100%	0.63	Road partially constructed before wet season shutdown, remaining scope will be rolledover into QRA23 scope
McAllister Road	\$ 1,111,966.62	\$ 58,503.91	100%	0.05	Road partially constructed before wet season shutdown, remaining scope will be rolledover into QRA23 scope
Inverleigh Access (Secondary Access)	\$ 6,577.32	\$ -	100%	0.00	Significant cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
Donors Hill - Augustus Downs Road	\$ 1,141,343.18	\$ 1,638,943.02	100%	1.44	Overlapping camp and establishment costs with simultaneously constructed QRA21 and QRA22 Nardoo - Leichardt Road and Neumayer Valley Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Karumba Pipeline Service Access	\$ 732,792.98	\$ 627,124.71	100%	0.86	Cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
Nardoo - Leichardt Road	\$ 4,089,855.77	\$ 3,025,254.95	100%	0.74	Overlapping camp and establishment costs with simultaneously constructed QRA22 Nardoo - Leichardt Road, QRA21 Donors Hill - Augustus Downs Road and QRA21 and QRA22 Neumayer Valley Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Yappar Street	\$ 32,194.71	\$ -	0%	1.00	
<b>TOTAL</b>	<b>\$ 12,668,751.51</b>	<b>\$ 8,932,066.42</b>			

Submission 3 - CSC.0048.2021E.REC					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Inkerman Access	\$ 562,783.25	\$ 488,934.26	100%	0.87	Overlapping camp and establishment costs with simultaneously constructed 2020 Inkerman Access. When assessing roads together expenditure is expected to align well with the combined RV.
Glencoe - Miranda Downs Road	\$ 3,529,821.76	\$ 2,577,328.41	100%	0.73	Overlapping camp and establishment costs with simultaneously constructed Lotus Vale - Stirling Road and Stirling - Miranda Downs Road. When assessing roads together expenditure is expected to align well with the combined RV.
Stirling - Miranda Downs Road	\$ 924,687.03	\$ 228,988.96	100%	0.25	Road partially constructed before wet season shutdown, remaining scope will be rolledover into QRA23 scope
Delta Downs Road	\$ 1,121,390.34	\$ 209,439.55	100%	0.19	Road marked at 100% due to significant additional damage incurred from 2023 event. All scope is expected to rollover into QRA23 works.
Lotus Vale - Stirling Road	\$ 1,128,254.06	\$ 516,540.87	100%	0.46	Road partially constructed before wet season shutdown, remaining scope will be rolledover into QRA23 scope
Double Lagoon Access	\$ 165,580.92	\$ 68,314.46	100%	0.41	Significant cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
<b>TOTAL</b>	<b>\$ 7,432,517.36</b>	<b>\$ 4,089,546.51</b>			

Submission 4 - CSC.0042.2021E.REC					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Dunbar - Koolatah Road	\$ 254,319.58	\$ 378,030.27	100%	1.49	Overlapping camp and establishment costs with simultaneously constructed 2020/21 Koolatah - Drumduff Road, 2020/21 Koolatah - Dixie Road and 2021 Dunbar - Koolatah Road. When assessing roads together expenditure is expected to align well with the combined RV.
Koolatah - Drumduff Road	\$ 408,762.84	\$ 378,959.21	100%	0.93	Overlapping camp and establishment costs with simultaneously constructed 2020/21 Koolatah - Dixie Road, 2020/21 Dunbar - Koolatah Road and 2021 Koolatah - Drumduff Road. When assessing roads together expenditure is expected to align well with the combined RV.
Dunbar - Kowanyama Road	\$ 254,319.58	\$ 1,600,244.42	76%	2.25	Overlapping camp and establishment costs with simultaneously constructed QRA22 Dunbar Kowanyama Road scope. When assessing roads together expenditure is expected to align closely with the combined RV.
<b>TOTAL</b>	<b>\$ 917,402.00</b>	<b>\$ 2,357,233.90</b>			

Submission 5 - CSC.0049.2021E.REC					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Koolatah - Dixie Road	\$ 1,359,200.81	\$ 1,847,570.85	100%	1.36	Road partially constructed before wet season shutdown, remaining scope will be rolledover into QRA23 scope
<b>TOTAL</b>	<b>\$ 1,359,200.81</b>	<b>\$ 1,847,570.85</b>			



FOR INFORMATION ONLY

NO.	DATE	DESCRIPTION	DESIGN	APPROVED
19	05/12/23	REVISED FOR DECEMBER MEETING	AB	
18	06/11/23	REVISED FOR NOV MEETING	AB	
17	03/10/23	REVISED FOR OCT MEETING	AB	
16	11/09/23	REVISED FOR SEPT MEETING	AB	
15	08/08/23	REVISED FOR AUGUST MEETING	AB	
1	19/11/21	INITIAL ISSUE		



CLIENT	DESIGN	APPROVED
	DESIGN	APPROVED
	DIAL SIGNOFF APPROVAL	
DATE:	ISSUE:	

PROJECT REF	CARPENTARIA SHIRE COUNCIL ROADS
DRAWING REF	2021 CONSTRUCTION SEASON COMPLETED WORKS
DRAWING NO	101-021-SK703
SIZE	A1
REVISION	19

**CARPENTARIA SHIRE COUNCIL**

**SUMMARY OF QRA22 EXPENDITURE**

**CURRENT**

**Project Completed**

**Forecast Project Expenditure to RV Ratio**

**1/12/2023**

**83.8%**

**1.02**



Submission 5 - CSC.0059.2122D.REC					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Mundjuro Access	\$ 63,144.41	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Pioneer Access	\$ 11,827.88	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Trenton Road	\$ 3,930,081.52	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
<b>TOTAL</b>	<b>\$ 4,005,053.81</b>	<b>\$ -</b>			

\*Expected expenditure ratio is the ratio of final expenditure divided by the recommended value. (i.e. 1.5 is 50% over budget, 0.8 is 20% under budget)

Submission 1 - CSC.0060.2122D.REC					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Yappar River Access	\$ 96,778.87	\$ 90,508.65	100%	0.94	Overlapping camp and establishment costs with simultaneously constructed Yappar River Access (Secondary Access) and QRA21 Broadwater - Iffley Road. When assessing roads together expenditure is expected to align closely with the combined RV.
Yappar River Access (Secondary Access)	\$ 39,976.45	\$ -	100%	0.00	Overlapping camp and establishment costs with simultaneously constructed Yappar River Access and QRA21 Broadwater - Iffley Road. When assessing roads together expenditure is expected to align closely with the combined RV.
Beard Access	\$ 21,971.41	\$ -	100%	0.00	Overlapping camp and establishment costs with simultaneously constructed Glenore Weir Road, Glenore Weir Secondary Access and Glenore Weir Service Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Iffley Road	\$ 4,856,868.60	\$ 1,680.00	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Glenore Weir Road	\$ 9,544.65	\$ 31,987.03	100%	3.35	Overlapping camp and establishment costs with simultaneously constructed Beard Access, Glenore Weir Secondary Access and Glenore Weir Service Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Glenore Weir Road (Secondary Access)	\$ 5,146.14	\$ -	100%	0.00	Overlapping camp and establishment costs with simultaneously constructed Beard Access, Glenore Weir Road and Glenore Weir Secondary Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Glenore Weir Service Access	\$ 63,999.36	\$ 34,877.56	100%	0.54	Overlapping camp and establishment costs with simultaneously constructed Beard Access, Glenore Weir Road and Glenore Weir Secondary Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Claraville Road	\$ 1,665,824.70	\$ 1,147,373.59	100%	0.69	Overlapping camp and establishment costs with simultaneously constructed QRA21 and QRA22 Broadwater - Iffley Road. When assessing roads together expenditure is expected to align closely with the combined RV.
Broadwater - Iffley Road	\$ 4,346,661.50	\$ 2,303,925.92	59%	0.90	Accrued costs processing, currently under construction
<b>TOTAL</b>	<b>\$ 10,970,016.36</b>	<b>\$ 3,519,844.10</b>			

Submission 3 - CSC.0061.2122D.REC					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Mutton Hole Access	\$ 136,902.94	\$ 75,358.03	100%	0.55	Significant cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
Shady Lagoon Access	\$ 851,206.58	\$ 399,507.93	100%	0.47	Significant cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
Delta Downs Road	\$ 175,940.26	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Dorunda Access	\$ 51,340.15	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Dunbar - Koolatah Road	\$ 545,549.26	\$ 3,522.40	100%	0.01	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Koolatah - Dixie Road	\$ 2,773,859.17	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Maggieville Access	\$ 2,604.28	\$ 1,706.25	100%	0.66	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Rutland Plains Access	\$ 97,628.71	\$ -	0%	1.00	
<b>TOTAL</b>	<b>\$ 4,635,031.35</b>	<b>\$ 480,094.61</b>			

Submission 2 (CSC.0063.2122D.REC)					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Neumayer Valley Access	\$ 432,541.55	\$ 393,490.85	100%	0.91	Overlapping camp and establishment costs with simultaneously constructed QRA21 Donors Hill - Augustus Downs Access and QRA21 Neumayer Valley Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Donors Hill Access	\$ 289,892.91	\$ 149,116.83	100%	0.51	Overlapping camp and establishment costs with simultaneously constructed with QRA21 Warrenvale Access and QRA21 Donors Hill - Augustus Downs Road. When assessing roads together expenditure is expected to align closely with the combined RV.
Inverleigh Access	\$ 27,124.21	\$ 1,718.26	100%	0.06	Significant cost savings were achieved due to the construction crew working from town with no camp establishment and ongoing camp costs required during construction.
McAllister Road	\$ 146,560.60	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Normanton - Burketown Road	\$ 162,302.51	\$ 1,921.48	100%	0.01	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Ten Mile Road	\$ 537,906.53	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
Cowan Downs Access	\$ 516,686.65	\$ 401,612.50	100%	0.78	Overlapping camp and establishment costs with simultaneously constructed with QRA21 Cowan Downs Access. When assessing roads together expenditure is expected to align closely with the combined RV.
Karumba Pipeline Service Access	\$ 1,125,778.01	\$ 823,063.60	100%	0.73	Accrued costs processing, construction recently completed
Augustus Downs Access	\$ 31,886.54	\$ 21,528.19	100%	0.68	Accrued costs processing, construction recently completed
Donors Hill - Augustus Downs Road	\$ 4,133,078.25	\$ 1,501,705.46	0%	1.00	Preliminary costs booked, no construction has commenced. Actual start date to be updated to reflect the actual start date of construction.
Inverleigh West Access	\$ 29,980.97	\$ 57,998.50	0%	1.00	Preliminary costs booked, no construction has commenced. Actual start date to be updated to reflect the actual start date of construction.
Kelwood Access	\$ 287,341.93	\$ -	0%	1.00	
Magowra Access	\$ 55,471.26	\$ -	0%	1.00	
Nardoo - Leichardt Road	\$ 853,337.09	\$ 794,390.63	92%	1.01	Accrued costs processing, currently under construction
Woodview Access	\$ 43,891.63	\$ 917.51	0%	1.00	Preliminary costs booked, no construction has commenced. Actual start date to be updated to reflect the actual start date of construction.
<b>TOTAL</b>	<b>\$ 8,673,780.64</b>	<b>\$ 4,147,463.81</b>			

Submission 4 (CSC.0064.2122D.REC)					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Dunbar - Kowanyama Road	\$ 3,499,367.68	\$ 5,683,853.75	65%	2.32	Overlapping camp and establishment costs with simultaneously constructed QRA21 Dunbar Kowanyama Road scope. When assessing roads together expenditure is expected to align closely with the combined RV.
<b>TOTAL</b>	<b>\$ 3,499,367.68</b>	<b>\$ 5,683,853.75</b>			

Submission 6 (CSC.0066.2122D.REC)					
Road Name	Construction Recommended Value	Expenditure	Complete (%)	Expected Expenditure Ratio	Notes
Mitchell River Crossing	\$ 15,000,000.00	\$ -	100%	0.00	Asset marked at 100% due to significant extra damage being identified, a rollover is expected
<b>TOTAL</b>	<b>\$ 15,000,000.00</b>	<b>\$ -</b>			



### Appendix E - Approved Betterment Projects

Funding Source	Project Name	Total Project Value	Deadline
Recovery and Resilience Grants (RRG)	Karumba Airport Weather Station	\$87,000	01/12/2023
Recovery and Resilience Grants (RRG)	Karumba Chlorine Generator	\$180,000	01/12/2023
Recovery and Resilience Grants (RRG)	Normanton Water Treatment Plant Pipework Upgrades	\$150,000	01/12/2023
Recovery and Resilience Grants (RRG)	Normanton Water Treatment Plant Storage Upgrades	\$40,000	01/12/2023
Recovery and Resilience Grants (RRG)	Investigation into New Karumba Sewage System	\$80,000	01/12/2023
Recovery and Resilience Grants (RRG)	Glenore Weir Intake, Pipework and Valve Set Upgrades	\$320,000	01/12/2023
Queensland Resilience and Risk Reduction Fund (QRRRF)	Normanton Stormwater Upgrades	\$228,882	30/06/2023
Queensland Resilience and Risk Reduction Fund (QRRRF)	Karumba Foreshore	\$500,000	31/12/2023
Flood Mitigation Infrastructure (FMI)	Armstrong Creek Causeway	\$793,339	31/12/2023
Remote Roads Upgrade Pilot Program (RRUPP)	Iffley Road gravel upgrade	\$4,206,687	
Remote Roads Upgrade Pilot Program (RRUPP)	Koolatah – Dixie Road widening	\$2,477,642	
Queensland Resilience and Risk Reduction Fund (QRRRF)	Karumba Shoreline Protection & Revitalisation – Beach Sand Retention Project	\$1,335,604	30/06/2024
Queensland Resilience and Risk Reduction Fund (QRRRF)	Inverleigh West Causeway Upgrade	\$500,000	30/06/2024
Queensland Resilience and Risk Reduction Fund (QRRRF)	Mitchell River Crossing Upgrade Investigation	\$300,000	30/06/2024
Queensland Betterment Funding	Dunbar - Kowanyama Road (Pavement and Sealing)	\$5,255,089	30/06/2024
Community and Recreational Asset Recovery and Resilience Program	Burke and Wills Monument Access Road (Pavement and Sealing)	\$364,268	30/06/2024
Flood Risk Management Program (FRMP)	WP3 Flood studies, risk assessments, management studies and intelligence systems	\$171,785	30/06/2024

Project has been completed

## **BUSINESS PAPERS**

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### **12.3 WATER AND WASTE MONTHLY REPORT**

<b>Attachments:</b>	NIL
<b>Author:</b>	Natasha Glaskin - Manager Water and Sewerage
<b>Date:</b>	7 December 2023
<b>Key Outcome:</b>	A well governed, responsive Council, providing effective leadership and management, and respecting community values
<b>Key Strategy:</b>	Provision of safe and reliable infrastructure (roads, water and sewer, buildings and facilities, etc.)

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#### **Executive Summary:**

This report has been prepared to provide Council with an overview of actions completed and underway within the Water and Waste Department throughout November.

The following items of interest are presented in further detail within the report:

- Water Industry and Regional Collaboration
  - NW-QWRAP meeting held in Karumba on 15<sup>th</sup> November. Discussed a range of topics that relate to our council and the region in general.
- Water and Wastewater Operations
  - Soda Ash system install is complete. System has been commissioned and has been in operation since 09/11/2023. The system is operating effectively.
  - Total treated water consumption (Normanton and Karumba) was 67.0ML for the month.
  - Aeration Upgrade to the Karumba Irrigation Lagoon is complete.
  - Reservoir cleaning has been postponed due to the contractor having a major breakdown. Anticipated to commence in the new year.
  - Normanton and Karumba pump services was undertaken and completed by contractor.

#### **RECOMMENDATION:**

That Council:

1. receive and note the Water and Waste Monthly Report for November 2023; and
2. that those matters not covered by resolution be noted.

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### Background:

#### Water Industry Update

The North-West QWRAP met in Karumba on 15<sup>th</sup> November 2023. Discussed a range of topics that relate to our council and the region in general. The North-West QWRAP continue to progress the Strategic Plan.

#### Operations

##### Normanton-Karumba Water Supply Scheme

- Wet season preparation is underway to ensure chemical supplies and critical spares are maintained ahead of potential flood events.

The water level at Glenore Weir was measured at 5.87m on the last day of the month (Figure 1 - Glenore Weir River Height at end of month.) The Bureau of Meteorology recorded 44.8mm of rain at Normanton Airport during the month (Figure 2 - Monthly Rainfall).

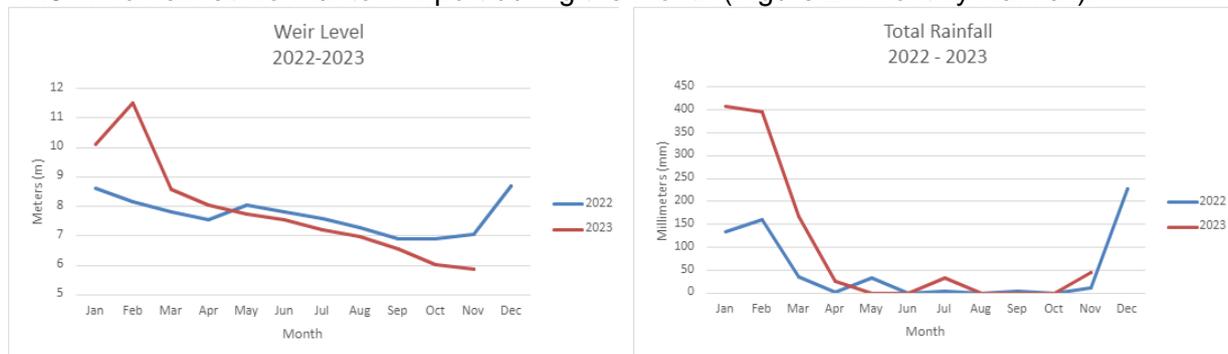


Figure 1 - Glenore Weir River Height at end of month.

Figure 2 - Monthly Rainfall

For the month of November, approximately 69.7ML was pumped from Glenore Weir and 3.7ML from the Normanton bore for a total of 73.4ML of raw water.

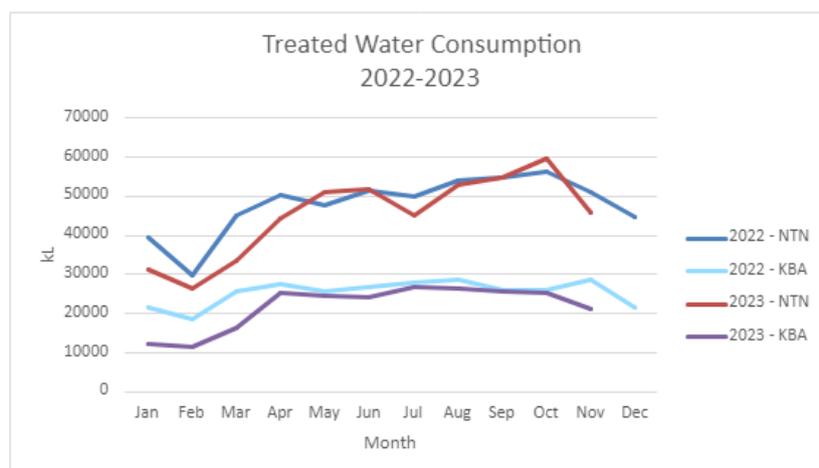


Figure 3 – Treated Water Consumption by Zone

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### Normanton Sewerage Scheme

Normanton STP continues to operate effectively since the renewal works completed for the inlet in November.

### Karumba Sewerage Scheme

- During November, two (2) low pressure pumps were replaced. This is the lowest replacement rate for the calendar year and is expected to increase as we enter the wet season. In preparation, stocks have been increased of eOnes and Aquatec pumps for the Caravan Parks.
- Scope is being developed for the replacement of the membranes. This is a priority for the Water and Waste team at present. Additional information has become available and as a result a subsequent recommendation report will be presented to Council to resolve the preferred way forward.
- Following Council's advice to investigate alternate service delivery models, a scope has been prepared to consider external delivery of the pump replacements for the Karumba Sewerage Network. It is expected to be released to the local market in December and once responses are received, a summary will be provided to Council for consideration early in the new year.
- Karumba Sewage Treatment facility treated approximately 3.29ML during November (Figure 5 - Total Monthly inlet flow for Karumba STP).
- The aeration upgrade at the Karumba Reuse Lagoon has been completed and is in operation.



*Figure 4 - Karumba Reuse Lagoon Aeration Upgrade*

## BUSINESS PAPERS

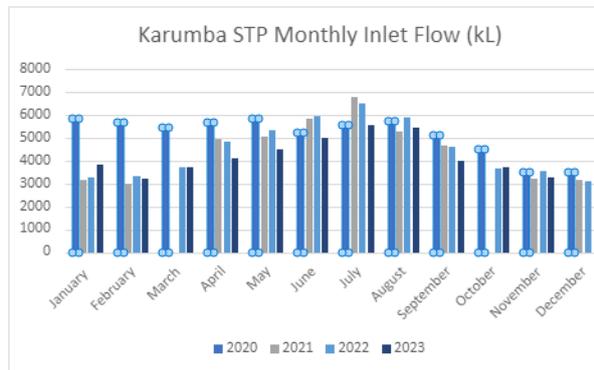


Figure 5 - Total Monthly inlet flow for Karumba STP

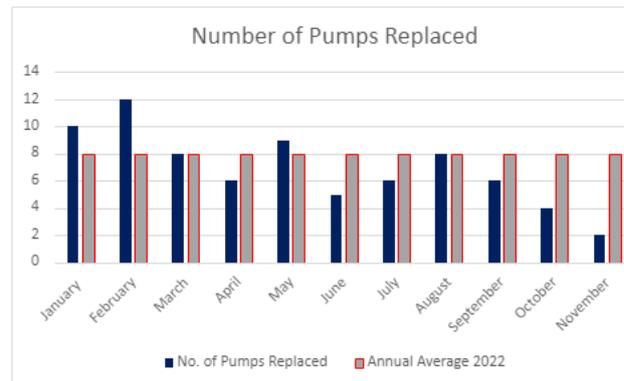


Figure 6 - Sewer Reticulation Pump Replacements

### Waste Services

New signage has been received and is anticipated to be installed in the coming month. The signage is intended to improve disposal practices of the community.

### Compliance

The Department of Regional Development, Manufacturing and Water have requested a meeting with Council officers to discuss ongoing items and the status of the Drinking Water Quality Management Plan Review and Reporting. The review of the plan and development of the annual report are progressing and the intended actions to address ongoing items will be discussed. Outcomes of the meeting will be provided to Council in due course.

Item	Description	Due	Status	Comment
1	<u>Service Provider Annual Registration</u>	July 23	✓	<u>Complete.</u>
2	<u>Waste Annual Data Survey</u>	Aug 23	✓	<u>Complete.</u> Data has been estimated as Councils systems do not support data management for the indicators.
3	<u>Queensland Government Key Performance Indicator Reporting</u>	Oct 23	✓	<u>Complete.</u> Some data has been estimated as Councils systems do not support data management for all indicators.
4	<u>Waste Environmental Permit Report</u>	Nov 23	○	Pending.
5	<u>Sewerage Environmental Permit Report</u>	Nov 23	○	Pending.
6	<u>Drinking Water Quality Management Plan Annual Report</u>	Dec 23	○	On track.
7	<u>Fluoride Public Health Report</u>	Dec 23	○	Pending.
8	<u>Drinking Water Quality Management Plan Review</u>	Jan 24	○	On track. Two day workshop occurred in October to review the Plan and Risk Assessment to bring inline with new legislative requirements.

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### Projects – Capital & Funded Works Underway

<u>Project No.</u>	<u>Project Name</u>	<u>On Time</u>	<u>On Budget</u>	<u>Comment</u>
CO2411	Waste - New fencing and repair fencing at Normanton Landfill	✓	✓	Signage has arrived and install likely to commence December.
<i>CO2410</i>	<i>Waste - Security System Design and install - Karumba</i>	✓	✓	<i>Complete.</i>
<i>CO2409</i>	<i>Waste - Security System Design and install - Normanton</i>	✓	✓	<i>Complete.</i>
CS2403	Sewer - Analyser Upgrades / Replacement Program	✓	✓	To be completed in new calendar year.
CS2401	Sewer - Generator for Pump Station 3	○	○	Quotes have been received and procurement underway.
CS2202	Sewer - Karumba - Pump Replacement (eone)	✓	✓	Stage 2 complete.
CS2405	Sewer - Karumba Sewerage Upgrades and Renewals	○	○	Progressing.
CS2201	Sewer - Karumba STP - Membrane Replacement & Skid Renewal	○	○	Options analysis and specification being finalized and will be presented to Council once options are received from the market.
CS2404	Sewer - Pump Replacement Program	✓	✓	Progressing.
<i>CS2402</i>	<i>Sewer - STP – Aerators</i>	✓	✓	<i>Complete.</i>
CW2406	Water - Analyser Upgrades / Replacement Program	✓	✓	Quotes being sought for remainder of scope.
RRF001A	Water - Glenore Weir Raw Water Upgrade - Emergency Intake Structure	○	○	Engineering review complete.
CW2204	Water - Glenore Weir Water Pipe Replacement Planning Project	✓	✓	On Track.
CW2405	Water - Karumba Chlorination Renewal	✓	✓	Commenced. Quotes being sought to extend the Chemical storage area to ensure compliance.
<i>RRF002</i>	<i>Water - Karumba Water Tower/Reservoirs On site Chlorine Generator</i>	✓	✓	<i>Complete.</i>
CW2402	Water - Meter Replacement Program - Pending advice in Smart Metering Business Case	○	○	Ongoing. Presentations from respondents are underway.
<i>RRF005</i>	<i>Water - Normanton Treatment Plant - Replacement of Soda Ash Dosing system</i>	✓	✓	<i>Complete.</i>
CW2401	Water - Normanton Water Treatment Plant Storage Upgrades	○	✓	Progressing. Report has been received regarding options for implementation.

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<u>Project No.</u>	<u>Project Name</u>	<u>On Time</u>	<u>On Budget</u>	<u>Comment</u>
CW2408	Water - Pump Replacement Program	✓	✓	Ongoing.
CW2403	Water - SCADA / Telemetry Renewals	✓	✓	Awaiting install.
WQ2205	<i>Water - Treatment Plant - Controls/Monitoring - Priorities to be established.</i>	✓	✓	<u>Complete.</u>

### Operational Works / Projects raised by Council

<u>Date</u>	<u>Ref</u>	<u>Description</u>	<u>On Time</u>	<u>On Budget</u>	<u>Comment</u>
21/06/23	3	<b>Customer Service Standards</b>	✓	✓	Works continue to review the Customer Service Standards. Benchmarking and comparison against surrounding Council's and those of similar size has concluded and the new template has been developed. Expect to present proposed standards to Council in January.
20/11/23	4	<b>Water and Waste Resourcing</b> Investigate alternate arrangements to deliver services.	○	○	Scope being developed for release to the market to enable consideration of alternate service delivery arrangement of eOne pump replacements. A council report will be presented in December to consider additional trainee appointment.

### **Consultation (Internal/External):**

- Michael Wanrooy - Director of Engineering
- Natasha Glaskin – Manager Water and Waste
- Joe Beddows – Technical Officer (Water and Waste)
- Tom Loadsman – Asset Manager
- Matthew Brennan – Project Engineer
- Jacinda Sceresini – Executive Officer (Projects, Communication and Governance)
- Trades and operational staff
- *qldwater*
- *Viridis Consultants*
- *AgNr Consultants*
- *Wanless Pty Ltd*
- Department of Environment and Science

### **Legal Implications:**

- Low.

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### Financial and Resource Implications:

- Medium.

#### Resources

Resourcing constraints continue to be monitored closely and the vacancy in Karumba is being managed through LO-GO. A separate report will be presented to Council to consider an additional Trainee.

#### Financial

Row Labels	Sum of Current Budget	Sum of YTD Actual	Sum of Order Value	Sum of Total Actual
<b>Operating Expenditure</b>				
Landfill/ Waste Transfer Operations	979,853	358,399	474,612	833,011
Raw Water Network	55,000	632	0	632
Refuse Collection	203,083	91,416	0	91,416
Sewerage	1,923,140	500,440	99,239	599,680
Water	3,563,313	1,182,370	274,380	1,456,750
<b>Operating Expenditure Total</b>	<b>6,724,388</b>	<b>2,133,258</b>	<b>848,232</b>	<b>2,981,490</b>
<b>Operating Income</b>				
Landfill/ Waste Transfer Operations	-737,000	-388,129	0	-388,129
Refuse Collection	0	-3,865	0	-3,865
Sewerage	-1,695,000	-772,854	0	-772,854
Water	-1,852,500	-605,192	0	-605,192
<b>Operating Income Total</b>	<b>-4,284,500</b>	<b>-1,770,040</b>	<b>0</b>	<b>-1,770,040</b>
<b>Grand Total</b>	<b>2,439,888</b>	<b>363,218</b>	<b>848,232</b>	<b>1,211,449</b>

### Risk Management Implications:

- Continue to monitor.

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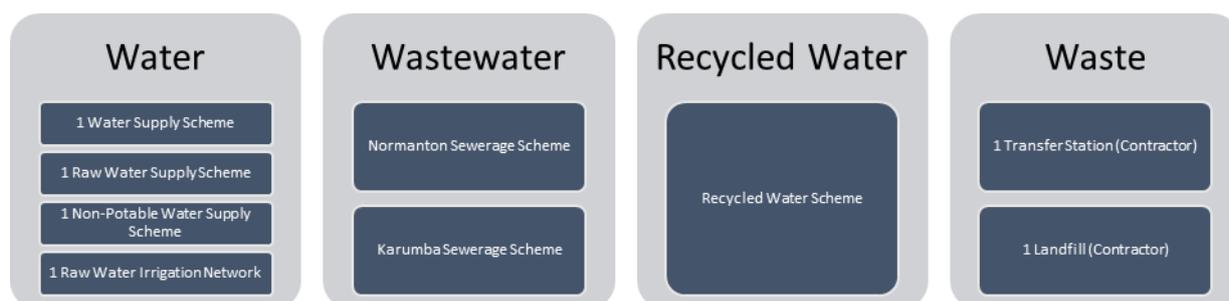
### 12.4 WATER AND WASTE RESOURCING

<b>Attachments:</b>	NIL
<b>Author:</b>	Natasha Glaskin - Manager Water and Sewerage
<b>Date:</b>	7 December 2023
<b>Key Outcome:</b>	A well governed, responsive Council, providing effective leadership and management, and respecting community values
<b>Key Strategy:</b>	Provision of safe and reliable infrastructure (roads, water and sewer, buildings and facilities, etc.)

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#### Executive Summary:

Carpentaria Shire Council is a licenced and registered Water, Waste and Wastewater Service Provider owning and/or operating multiple sites as depicted in Figure 1 - Water and Waste Sites / Scheme Management. The diversity of sites, geographical distances and technologies employed requires high levels of operator skill, experience, technical nous and drive to support intensive proactive maintenance.



Council has recognised the inherent risk of the Water and Waste Business to reliably provide essential services to the community through the recent Workforce Planning and this report seeks support to further implement actions identified.

#### RECOMMENDATION:

That Council approve the increase of Trainee Positions to two (2) within the Water and Waste team.

#### Background:

In recent years, attracting and retaining Operators has been difficult. CSC's Workforce Plan highlights this and reinforces the need to attract and maintain critical staff in both Operational and Business Roles.

Leave management is particularly difficult to manage due to staff not being cross trained with longstanding vacancies compounding CSC's ability to support Annual / Long Service Leave in a sustainable manner.

In times of unplanned leave, the Manager Water and Waste has been known to fill in for the Operators. This arrangement is not sustainable and has ceased.

Water and Waste operates under several regulatory requirements and has multiple administering authorities (regulators) with legislative obligations that Council must meet to avoid financial penalty. Water and Waste are responsible for the management of infrastructure which provides an essential service to our community. As a Water,

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Wastewater and Waste service provider the group needs to manage ongoing challenges whilst planning for the future.

### Recent Actions

Recently, a number of actions have been completed to increase the resilience of the team, build capacity and work towards security of skills for the future. Initiatives implemented / underway to date include:

- the change of reporting lines for the Plumber and Apprentice Plumber;
- the introduction of a Technical Officer focused on Processes and Treatment;
- reviews of position descriptions for the team;
- Skills and training gap analysis.

The initiatives which have been implemented this year in Water and Waste directly contribute to the following actions of CSC's Workforce Plan:

- 3.2 – *Undertake capability and skills assessment of workforce per department, identifying development areas within current roles, considering future focus areas and identified critical role and capability gaps*
- 3.3 *Create and implement a competency framework linked to role, skills, competencies and succession planning including critical role gaps identified in the Workforce Strategy*
- 3.7 *Increase social interactions and create plan for employee wellbeing, increasing team cohesion and connections*

CSC's Values have been at the forefront of recommendations, with the aim to promote *respect and teamwork* to achieve *realistic goals* by applying *good governance and professionalism*.

### Proposed Next Step

To further enhance the team and ensure clear pathways are established from trainee positions through to supervisor and management positions and there is a clear entry pathway for all, it is proposed to increase the establishment for Water and Waste to 2 trainee's to ensure succession planning is occurring at both major treatment sites.

Having operators/assistants/trainees exposed to both water and wastewater treatment, aids in leave management and fatigue management activities and all changes proposed supports Workforce Planning principles for critical operational roles as depicted in [Table 1 - Workforce Planning Principles](#) below.

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*Table 1 - Workforce Planning Principles*

Actions identified for Water and Waste	Proposed solution(s) meet?
1. <i>Create a pool of internal employees that can undertake all of these roles for operator type roles, upskilling as required to ensure coverage at all times.</i>	✓
2. <i>Create talent strategies to pipeline diverse candidates into trade roles – internal career development for females and indigenous employees.</i>	✓
3. <i>Create 'New to industry' entry pathway program for females as a means to increase diversity into operational roles.</i>	✓
4. <i>Create career pathway from entry roles through to senior management.</i>	✓

### Consultation (Internal/External):

- Over the past months, extensive consultation has occurred within the Water and Waste team, Council Officers and in accordance with Council's policies, a formal change management plan was developed and implemented to ensure a smooth transition.

Council officers engaged throughout this process include:

- Director of Engineering
- Chief Executive Officer
- Manager Human Resources
- Director of Corporate Services
- Asset Manager
- Technical Officer – Water and Waste
- Senior Treatment Operators
- Treatment Operators
- Plumber
- Apprentice Plumber

There has also been engagement externally with NW-QWRAP to explore funding and training opportunities as well as extensive recruitment for Water and Waste.

### Legal Implications:

- Nil.

### Financial and Resource Implications:

- Due to a number of longstanding vacancies, the impact to the current budget will be negligible given the year-to-date actuals are substantially lower than anticipated due to the longstanding vacancies. The impact may be noticeable in subsequent years if vacancy rates stabilise and will need to be increased to accommodate the Traineeship duration.

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Operating Expenditure				
Sewerage				
Salaries & Wages	442,471	70,913	0	70,913
<b>Sewerage Total</b>	<b>1,923,140</b>	<b>500,440</b>	<b>99,239</b>	<b>599,680</b>
Water				
Salaries & Wages	442,471	106,939	0	106,939
<b>Water Total</b>	<b>3,563,313</b>	<b>1,182,370</b>	<b>274,380</b>	<b>1,456,750</b>
<b>Operating Expenditure Total</b>	<b>6,724,388</b>	<b>2,133,258</b>	<b>848,232</b>	<b>2,981,490</b>

Traineeships span a 2-year period and over the period the cost to the Salaries and Wages Budget is expected to be as follows:

- Salary                   \$ 62,319
- Leave                   \$ 10,800\*
- Super                   \$ 7,775\*
- Allowance             \$ 5,097
- On Cost                 \$ 43,623

\* not budgeted for by Water and Waste

The Water and Waste Budget does not yet included salaries and wages from the apprentice plumber and plumber position which increases the budget available given the Plumber position is currently vacant.

### Risk Management Implications:

- Change management plan will mitigate potential risks and seeking funding towards training requirements for a trainee will manage financial risks.

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### 12.5 ASSET MANAGEMENT REPORT

<b>Attachments:</b>	NIL
<b>Author:</b>	Tom Loadsman - Assets Manager
<b>Date:</b>	7 December 2023
<b>Key Outcome:</b>	Day to day management of activities within Engineering Services Directorate
<b>Key Strategy:</b>	As per the Departmental Plan for Engineering Services

#### Executive Summary:

This report provides information and updates to Council on various tasks that are facilitated within the Asset Managers team. Items of particular interest are discussed in further detail within the report:

#### RECOMMENDATION:

That Council:

1. receive the Asset Management Report as presented; and
2. that those matters not covered by resolution be noted.

#### Background:

#### Action Items Table

Date:	Ref:	Action	Status	Comment
September 20	012	Concessions not granted. Upgrade the signage to provide passcode to airside traffic.	Completed	Signs constructed.
September 20		Solar Light at the Rodeo Grounds Gate	Part Complete	Replacement Lights in transit
September 20		Asset Manager to have the necessary repairs undertaken and shade sails returned as soon as possible	Noted	Old Pool shade installed, some rips but in a manageable condition.
October 20		Purchase an ADAS machine	Procured	Installation booked for the 15 <sup>th</sup> January
October 20		Purchase new Loader - Tender	In Progress	Report presented to Council
June 2023		Krys the Croc – Refurbishment	Quotation received.	Waiting on a further information from Paul Stumkat to setup accounts.
November 2023		Karumba Sports Centre Kitchen	Inspected	Good condition, requires oven, see notes below

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### Plant Replacement Program 2022 - 2024

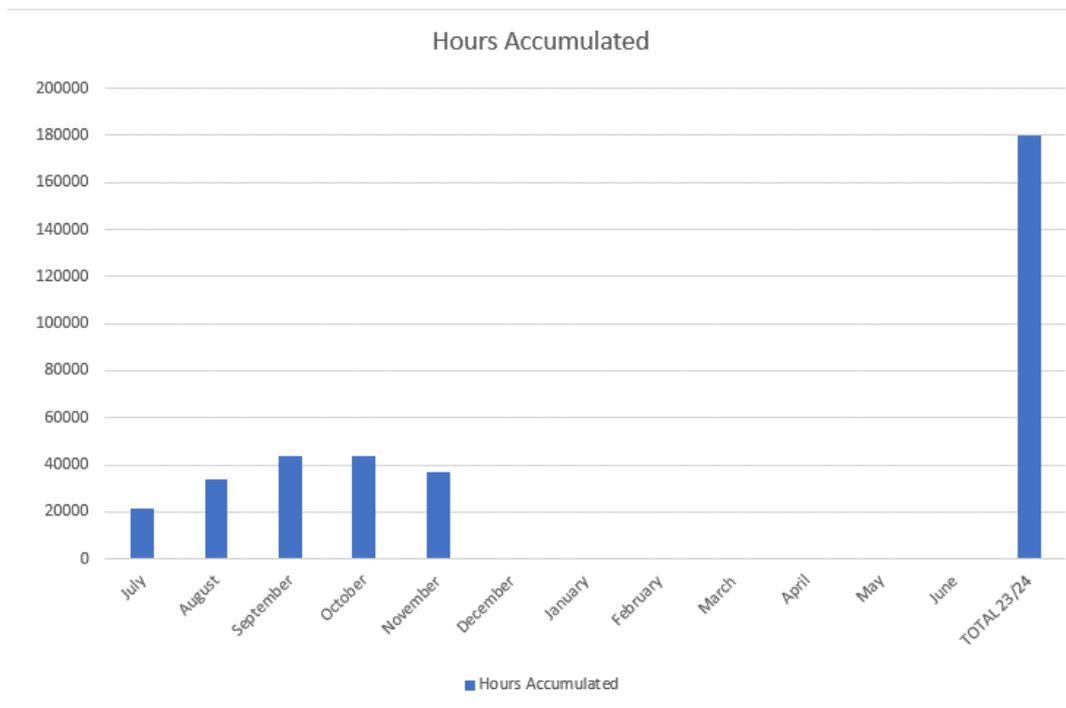
<u>Order Date</u>	<u>Plant Type</u>	<u>Dealer</u>	<u>Estimated Delivery Date</u>
27/03/2023	Dual Cab Hilux	Pacific Toyota	Delivered 30/11/2023
27/03/2023	Dual Cab Hilux	Pacific Toyota	December
27/03/2023	Single Cab Hilux	Pacific Toyota	At Rydweld for Fitout
27/03/2023	Single Cab Hi-Rider	John Cole	Currently at Atherton Toyota
27/03/2023	Single Cab Cleaners Hilux's	John Cole	Delivered
27/03/2023	2 x Dual Cab Hilux 4x4's	John Cole	Both in Production
26/06/2023	Isuzu Tilt Tray Truck	Isuzu	May 2024
26/06/2023	Isuzu WTP Tipper	Isuzu	May 2024
26/06/2023	Isuzu Tipper	Isuzu	May 2024
26/06/2023	Plumbers Truck	Isuzu	No ETA/Build date
04/08/2023	Dual cab Hilux Rep P1150	Pacific Toyota	December
16/11/2023	Grader	Hastings Deering	April
18/10/2023	Kubota Excavator & Trailer	All Class Cairns	Early January
17/11/2023	Toyota Dual Cab Hilux	John Cole	May 2024
17/11/2023	Toyota Dual Cab Hilux	John Cole	May 2024
17/11/2023	Toyota Prado	John Cole	May 2024
17/11/2023	Toyota Single Cab Hilux	John Cole	May 2024
17/11/2023	Toyota Dual Cab Hilux	John Cole	May 2024
17/11/2023	Toyota Dual Cab Hilux	John Cole	May 2024
17/11/2023	Toyota Dual Cab Hilux	John Cole	May 2024
17/11/2023	Toyota Dual Cab Hilux	John Cole	May 2024
20/11/2023	Toyota Fortuner	Pacific Toyota	May 2024
20/11/2023	2 x Sewerage Pump Station Generators	Genelite	Jan 2024
20/11/2023	Adas Machine	Cooldrive	Jan 2023

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## Plant and Fuel

Plant recovery is on track as per the \$9.128 million budgeted for the 23/24 FY year and is currently at 70.67% (\$6,451,265.64). Below are the actual hours recorded, obtained from synergy on the 4/12/2023. September and October have been distributed equally to reflect errors in reporting during these months.



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### Capital Works Program

Work has begun on the 23/24 capital works program. The table below shows the current completion percentage and the operational stage as well as project comments.

Project Description	Completion %	Stage	Comments
Buildings - 2/150 Yappar Street - Replace shade cloth with roof sheeting	5%	Scheduled 2024	Next year
78 Landsborough Street - internal and external paint	100%	Completed	Job Completed 03/11/2023
Buildings - 17 Palmer Street - Internal repaint	5%	Cancelled – Fire	House Burnt Down before painting began
Buildings - 17 Palmer Street - Renew kitchen	90%	Cancelled - Fire	House Burnt Down with only painting electrical and plumbing to complete.
Buildings - 38 Woodward Street - Veranda repairs	5%	Scheduled 2024	Planned for next year
Buildings - 12 Airport Road - External repaint	100%	Completed	Repaint Completed
Buildings - Brown Street Units - Renew kitchen, floors & internal repaint	0%	Scheduled 2024	Planned for next year
Buildings - 52 Green Street - Replace kitchen	100%	Completed	New kitchen installed
Buildings - 76 Landsborough Street - external repaint	20%	Delayed	Waiting on quotations and weather to subside
2/81 Philp Street - internal Repaint (Brodie)	100%	Completed	Interior Painted
Buildings - Les Wilson Barra Discovery Centre - Water Ingress Prevention	15%	Design/Planning	Design and Quotation
Buildings - Les Wilson Barra Discovery Centre- Barra Pond pump installation	100%	Completed	Job Completed 02/11/2023
Buildings - Normanton Shire Office - Renew box guttering	5%	Technical Assessments	Roof sealed until dry season
Buildings - Normanton Shire Office - Airconditioning system (engineering)	100%	Completed	Project Completed, new filter plenum and duct work
Buildings - Normanton Depot Workshop Office - Refurbish	5%	Scheduled 2024	Planned for next year
Other - Normanton Water Park - Control system	50%	Ordered	Electrical works completed, assessing priorities for remaining budget
Buildings - Burns Philip - Top office repairs	5%	Scheduled 2024	Next year
Buildings - Burns Philip - Renew box guttering	10%	Technical Assessments	Investigations continue. Roof sealed for upcoming wet season
Waste - Security System Design and install - Normanton	100%	Completed	Job Completed
Waste - Security System Design and install - Karumba	100%	Completed	Job completed
Cemetery - priorities from Masterplan Karumba & Normanton	0%	Technical Assessments	Karumba Fence
Buildings - Depot Store Mezzanine Floor - Enclose for Records Storage	5%	Planning	Reassessing priorities
Footpaths - New or renewals based on condition assessment	5%	Planning	Locations need to be decided. Karumba Point to Holiday Park - 1km Barra Centre to Town 2.0km
Flood Gauges - Refurb existing gauges	50%	Tentative/Funded	Flood equipment contractor engaged due in first week of December, Parts required

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Flood Camera - New camera at Mitchell River	0%	Tentative/Funded	TBC
<b>Buildings - 23 Woodward Street - External painting</b>	<b>100%</b>	<b>Completed</b>	<b>Works completed</b>
Buildings - 2/72 Thompson Street - Refurb entire unit, install concrete driveway	10%	Planning	Sent to Kain for quotations/ETA Tenant Moving Next door
<b>140 Yappar Street – Re-level House and repair internal walls</b>	<b>100%</b>	<b>Completed</b>	<b>Relevel House completed. Internal walls repaired and repainted</b>

### 23 Woodward Street – External Repaint

23 Woodward Street required urgent painting due to the weatherboard deteriorating. The photos below show the extent of the damage and subsequent repair works.



## **BUSINESS PAPERS**

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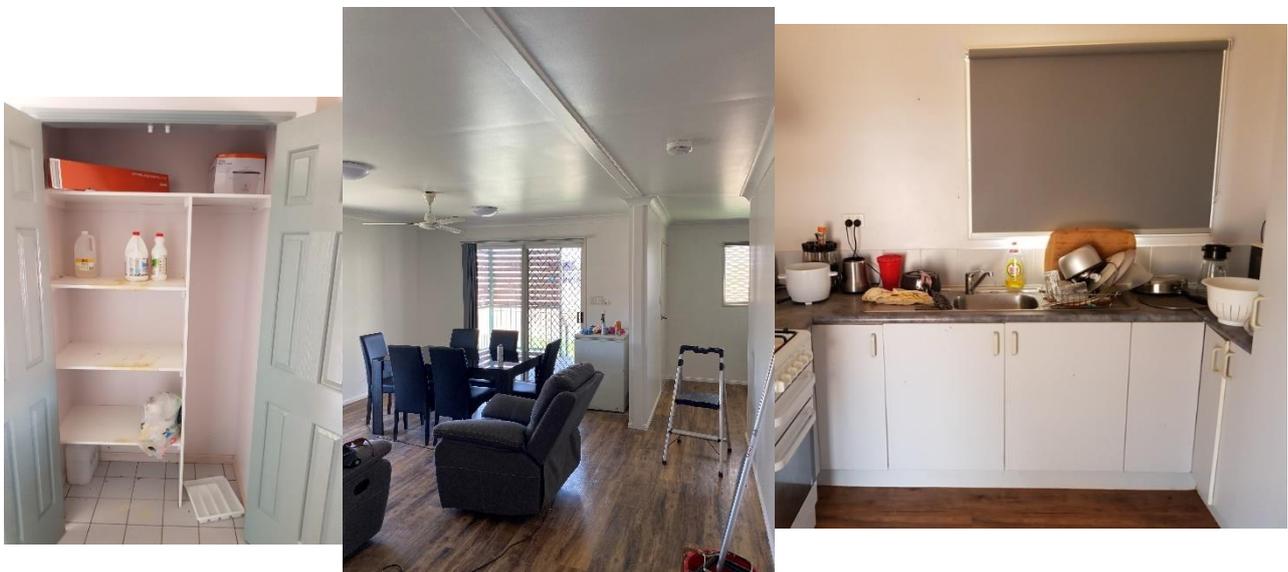
### **12 Airport Road**

The exterior re-paint of 12 Airport road was completed during the month of November. This was part of the capital works program, and will help to preserve the exterior structure from the effects of weather.



### **2/81 Philp Street**

Due to the poor condition on the interior paint at 2/81 Philp Street and its subsequent availability due to an unplanned vacancy, we completed a complete interior repaint of this house to freshen it up for the new tenants. The walls were cleaned of excess dirt and oil and repainted with a lighter colour. Some damage was repaired also with cleaners engaged to complete the tidy up.



## **BUSINESS PAPERS**

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### **52 Green Street – Kitchen replacement**

The kitchen at 52 Green Street had reached end of life and required completed replacement. The cupboard doors were falling apart, and the oven no longer worked. There was also an interior partition wall that only served to further clutter the previously renovated space. The trades team removed this wall and installed a brand new kitchen and island bench to create a much more functional space for the tenants.



## **BUSINESS PAPERS**

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### **2 Norman Street**

The roof replacement at 2 Norman Street has been completed. Guttering and drainage is still yet to be finished however the rain has tested the new structure and it has passed with flying colours. The internal walls will need to be replaced in the new year due to water damage.



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### **Karumba Sports Centre**

The Karumba Sports Centre kitchen seems to be in good order. It does require an oven and appliances to be installed to be a functional space. The electrical switchboard will also need to be replaced as it is currently not up to standards.



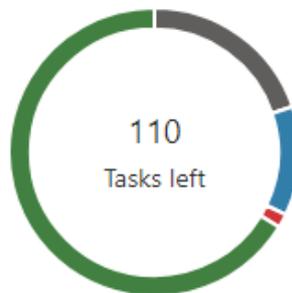
## BUSINESS PAPERS

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### Trades Report

The Trades department have performed multiple reactive, preventative, and capital works over the month of October. The carpentry team worked tirelessly to complete the 52 Green Street Kitchen, alongside other jobs as they surfaced.

#### Status



Not started	65
In progress	40
Late	5
Completed	217

*Asset Works Department Job Status – (23/24 FY)*

## **BUSINESS PAPERS**

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### **Normanton Playground**

The vandalism of the Normanton playground continues to be an issue with the recently repaired shade cloth already ripped and the soft fall underneath the swings now destroyed. This adds to the slide, front fence and tables that are all in poor condition. The security cameras have previously identified the culprits however they have also been damaged recently and require constant replacement. It is becoming expensive to constantly repair this facility with the following cost yet to be converted into orders.

- New front fence \$19,000
- Security cameras \$3,000
- Slide section replacement \$2,500
- Sofffall \$5,000 (estimated)
- Tables – \$3,000 (repair and repaint)



## **BUSINESS PAPERS**

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**Consultation (Internal/External):**

- Michael Wanrooy – Director of Engineering
- Executive Leadership Team
- Trades and operational staff

**Legal Implications:**

- Low – within operational parameters

**Financial and Resource Implications:**

- Low - Within Budget

**Risk Management Implications:**

- Within normal operating parameters.

## **BUSINESS PAPERS**

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### **12.6 VP390830: SUPPLY AND DELIVERY OF WHEEL LOADER**

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<b>Attachments:</b>	NIL
<b>Author:</b>	Tom Loadsman - Assets Manager
<b>Date:</b>	7 December 2023
<b>Key Outcome:</b>	Day to day management of activities within Engineering Services Directorate
<b>Key Strategy:</b>	As per the Departmental Plan for Engineering Services

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#### **Executive Summary:**

The current 966k loader is used primarily to load quad and triple road trains as part of the road construction programme and has accumulated a high number of hours. Unplanned maintenance is begging to increase and major maintenance will be required in the short term. This report details four submission received as per quotations sought from the Local Buy panel in Vendor Panel.

#### **RECOMMENDATION:**

That Council purchase a new 972-wheel loader from Hastings Deering to the value of \$685,000.00 ex gst.

#### **Background:**

**P3701** - Caterpillar Loader 966K – Purchased in 2015 – 9098 hours.

Recovery (post 2019) - \$623,632.79.

Costs (post 2019) – \$379,140.88.

2019 - 2023 Net position \$244,491.91

This loader has a high number of hours and is approaching its midlife refurbishment. The wiring harness is starting to show signs of wear and this machine also requires a cylinder pin rebuild that of which will require external workshop services at a high cost to Council. Estimated costs for this work is in excess of \$100,000. The machine has had emissions control modifications which are also expected to cause grief into the future. The current sized loader has a bucket size of 4.8m which is required to be able to load quads and triple in a reasonable time as per the works schedule however the machine does struggle to handle this higher than specified bucket with additional weight added in the form of rippers to counter this.

#### **Quotation Assessment**

Four submissions were received for this replacement tender as detailed in the following table:

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Supplier	Model	Leadtime	Price	Bucket Size	Engine Power	Operating Weight
Hastings Deering	966 972	6-8 Weeks	\$645,000.00 \$685,000.00	966 - 4.6 - 5.1m3 Pin on 972 - 4.8 - 5.3m3 Pin on	239kw 1781nm 253kw 1864nm	23 196 kg 24 890 kg
Hitachi	ZW310-7	5 months	\$504,800.00	4.5m3 Standard (heaped) 4.8 Kerfab Bucket	Cummins L9 233kw 1636nm	25 140 kg
Mak Diesel (CASE)	1121G	TBC	\$627,780.00	4.8m3 GP bucket with Teeth	239kw/1479nm	27 253 kg
RDO Equipment (John Deere)	824L	6-12 weeks	\$676,000.00	5.2m3 Pin on bucket	256kw/1627nm	27 193 kg



## **BUSINESS PAPERS**

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**F-SERIES WHEEL LOADERS**  
1021F | 1121F

**CASE**  
CONSTRUCTION



## **BUSINESS PAPERS**

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### **Recommendation**

It is the officer's recommendation that the tender be awarded to Hastings Deering for a 972 wheel loader to the Value of \$685,000.00 ex GST. Although the price is slightly higher, this is based on adherence to specifications, lead time, operator experience, availability of parts as well, availability of supplier support, existing workshop technical experience and prior knowledge.

### **Consultation (Internal/External):**

- Michael Wanrooy – Director of Engineering
- Kerrod Giles - Engineer
- William Bollen – Workshop Foreman

### **Legal Implications:**

- Low – within operational parameters

### **Financial and Resource Implications:**

- Low - Within budget allocation

### **Risk Management Implications:**

- Within normal operating parameters.

## BUSINESS PAPERS

### 12.7 PURCHASE OF NEW MOWERS

<b>Attachments:</b>	NIL
<b>Author:</b>	Tom Loadsman - Assets Manager
<b>Date:</b>	7 December 2023
<b>Key Outcome:</b>	Day to day management of activities within Engineering Services Directorate
<b>Key Strategy:</b>	As per the Departmental Plan for Engineering Services

#### Executive Summary:

This report outlines the quotations received for replacement mowers as resolved in the 22/23 budget process. Recommendations are provided for the purchase of replacement mowers.

#### RECOMMENDATION:

That Council purchase the following mowers:

- 1 x Kubota F3690 Diesel ROPS Out front Mower at a cost of \$32, 986.36
- 1 x Kubota ZD1221RL Diesel Zero Turn at a cost of \$29, 818.18
- 1 x Torro Z master Petrol Zero turn mower at a cost of \$28, 891.82

#### Background:

Council resolved to procure replacement mowers during the 2022/23 budget process. There was 60,000 set aside before the trade in of old equipment that is estimated to recover \$35,000.00. We have received two submissions, both of which were conforming. The following table outlines these submissions,

Supplier	Model	Leadtime	Price	Fuel	Accessories/Notes
Gr8 Northern Ag	Kubota F3690 - 36HP Diesel ROPS Outfront Mower	3 months	\$ 32,986.36	Diesel	Price reasonable and delivery time excellent in comparison
Gr8 Northern Ag	Kubota ZD1221RL Diesel Zero Turn Mower 72"	4 months	\$ 29,818.18	Diesel	Purchase one of these for Karumba
Casalis Mareeba	Kubota F3690 - 36HP Diesel ROPS Outfront Mower	6-8 months	\$36,545.48	Diesel	Higher price than Gr8 Northern Ag
Casalis Mareeba	Kubota ZG332LP-2-72-AU Zero Turn	1 In Stock	\$ 25,177.27	Petrol	Petrol Powered
Casalis Mareeba	Toro Zmaster 5000 72inch	8-10 weeks	\$28,891.82	Petrol	Great with parts and service, worth trying out in Normanton

## **BUSINESS PAPERS**

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### **Conclusion:**

Council officers recommend purchasing 1 x out front mower to replace an existing Karumba mower that has reached end of life with over 10000 hours currently recorded. The Triple deck rotary mower has also reached end of life with parts currently unavailable within any reasonable timeframes. It is suggested that the triple deck is replaced with two zero turn mowers, one for Karumba and one for Normanton. This would also give the ability to run comparison between the diesel Kubota and the petrol torro mowers for future purchases.

### **Consultation (Internal/External):**

- Michael Wanrooy – Director of Engineering
- Workshop Foreman
- Town Foreman

### **Legal Implications:**

- Low – within operating parameters

### **Financial and Resource Implications:**

- Medium –Budget Allocated

### **Resources –**

- Within normal operating parameters.

## BUSINESS PAPERS

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### 12.8 BUILDING AND PLANNING REPORT

**Attachments:** NIL  
**Author:** Elizabeth Browning - Engineering Records Operator  
**Date:** 7 December 2023

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**Key Outcome:** 4.1 - Sustainable urban and rural development

**Key Strategy:** 4.1.1 Ensure development accords with Carpentaria Shire Council's planning scheme, planning instruments, codes and legislation.

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**Executive Summary:**

The report is to advise Council of relevant planning and building activities within the Shire for the month of November 2023.

**RECOMMENDATION:**

That Council note and accept the content of the Building and Planning Report as presented.

**Background:**

**Planning Applications Received**

DA No.	Applicant	Address	Application Type	Status
I/2329	Paul Prenzler, Royal Haskoning DHV	Palmer Street Karumba QLD 4891 (Lot 11 NM843281 and Lot 68 NM98)	Operational Tidal Works (Coastal protection works, rock revetment wall and groyne) Stage 1	Confirmation notice from SARA 2310-37292 SRA
I/2334	Paul Prenzler, Royal Haskoning DHV	2 Ward Street Karumba QLD 4891 (Lot 60 RP818020); 24-28 Palmer Street Karumba QLD 4891 (Lot 1 SP168781); Esplanade, Karumba QLD 4891 (Lot 56 K3645); 30 Palmer Street Karumba QLD 4891 (Lot 55 K3645); (Lot 54 K3645); (Lot 14 SP252497).	Operational Tidal Works (Coastal protection works, rock revetment wall and groyne) Stage 2 & 3	Response to Action Notice

## BUSINESS PAPERS

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### Planning Applications Approved

DA No.	Applicant	Address	Application Type	Status
N/A				

### Building Applications Received by Building Certifier

DA No.	Applicant	Address	Application Type	Value
I/2337	Energy Queensland	1 Bell Street Normanton QLD 4890 (Lot 28 SP136520)	New male amenities + cleaner's store + locker area	TBA
I/2338	Normanton Enterprises Pty Ltd	57 Landsborough Street Normanton QLD 4890 (Lot 90 SP332618)	Installation of bakery to supermarket	\$225,000.00

### Non-Conformance

DA No.	Applicant	Address	Application Type	Status
N/A				

### Applications pending waiting on further information (Applicants advised)

DA No.	Applicant	Address	Application Type	Date Received
I/2227	Epic Environmental Pty Ltd on behalf of AACo	(Lot 2 TD1, Lot 1 & 2 on TD4, &) Lot 166 SP276509	Assessment Determination – Gulf Irrigation Project	01/12/2022. (Request for Third Party advice)
I/2302	tba	3 Ellis Street, Normanton 4890	Dual occupancy	tba
I/2304	tba	Karumba Point Caravan Park, Karumba QLD 4891	Purchase State Land (boundary realignment – Lot 11 SP258858)	Tba
	tba		New Normanton Hospital	

## **BUSINESS PAPERS**

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### **Consultation (internal/external)**

- Jennifer Roughan – Consultant Town Planner
- Peter Watton – Project Manager/Building Certifier
- Karina Goncharenko – Telstra (monopole installation at Karumba)
- Harry Baumann – Design Manager, Hutchinson Builders
- Paul Prenzler – Principal Engineer, Coastal & Maritime, Royal Haskoning DHV
- Kristy Gilvear – Managing Director, Gilvear Planning
- Liz Maunsell – Downer Group

### **Legal implications**

- N/A

### **Policy Implications**

- N/A

### **Financial and Resource Implications**

- N/A

### **Risk Management Implications**

- Low – risks are within normal operational parameters.

## **BUSINESS PAPERS**

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- 13 GENERAL BUSINESS**
- 14 CLOSURE OF MEETING**