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# LATE ITEMS BUSINESS PAPER

## General Meeting

**Wednesday 27 June 2018**

Roma Administration Centre

### NOTICE OF MEETING

Date: 26 June 2018

Mayor:

Councillor T D Golder

Deputy Mayor:  
Councillors:

Councillor J L Chambers  
Councillor N H Chandler  
Councillor P J Flynn  
Councillor G B McMullen  
Councillor W M Newman  
Councillor C J O'Neil  
Councillor D J Schefe  
Councillor J M Stanford

Chief Executive Officer:

Ms Julie Reitano

Senior Management:

Mr Cameron Castles (Director Infrastructure Services)  
Mr Rob Hayward (Director Development, Facilities &  
Environmental Services)  
Ms Sharon Frank (Director Corporate, Community & Commercial  
Services)

Please find attached agenda for the **General Meeting** to be held at the Roma Administration Centre on **June 27, 2018 at 9.00AM.**

Julie Reitano  
**Chief Executive Officer**

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	<b>Classification:</b> Closed Access	

Local Government Regulation 2012 Section 275(h) other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

**LC.6 Update - Permit Issued for Works in a Road Reserve on Mascotte Road**

**Classification:** Closed Access

Local Government Regulation 2012 Section 275(c) (h) the local government budget; AND other business for which a public discussion would be likely to prejudice the interests of the local government or someone else, or enable a person to gain a financial advantage.

## **OFFICER REPORT**

**Meeting:** General 27 June 2018

**Date:** 25 June 2018

**Item Number:** L.1

**File Number:** D18/49167

**SUBJECT HEADING:** Head Agreement - Queensland Reconstruction Authority Funding

**Classification:** Open Access

**Officer's Title:** Associate to the Director - Infrastructure Services

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### **Executive Summary:**

Council is in receipt of a letter from the Queensland Reconstruction Authority (QRA) to advise that due to pending transition to the Commonwealth's new Disaster Recovery Funding Arrangements (DRFA) from 1 November 2018 and with QRA's administration of a range of resilience funding programs, it is time to refresh the contractual arrangements to cover all current and potential funding programs.

### **Officer's Recommendation:**

That Council:

1. Authorise the Chief Executive Officer to sign the Head Agreement for Queensland Reconstruction Authority (QRA) Funding between QRA and Maranoa Regional Council to cover all current and potential funding programs, subject to being satisfied with the document at the time of execution.

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### **Body of Report:**

As Council has been aware, Queensland Reconstruction Authority's (QRA) role and the suite of programs it delivers have expanded in recent years. With the pending transition to the Commonwealth's new Disaster Recovery Funding Arrangements (DRFA) from 1 November 2018 and the administration of a range of resilience funding programs, QRA would like to refresh the contractual arrangements with Council to cover all current and potential funding programs.

The new arrangements sets out the framework under which the QRA and Council will enter into for project funding agreements for the provision of QRA funding for each project. The Head of Agreement sets out a contractual arrangement with Council given the changes to the Federal Governments changes in funding arrangements. Council is asked to please sign the Head Agreement between QRA and Maranoa Regional Council and return to QRA by Monday, 2 July 2018.

### **Consultation (internal/external):**

Chief Executive Officer, Queensland Reconstruction Authority  
Chief Executive Officer Maranoa Regional Council  
Director, Infrastructure Services  
Manager – Maintenance Delivery & Works



Lead – Infrastructure Program Funding & Budget Coordination Officer

**Risk Assessment (Legal, Financial, Political etc.):**

There will be a potential financial risk to Council should any approved project budget be exceeded. This will however be managed by Council's approved Project Manager.

**Policy Implications:**

It is recommended that Council develop and adopt a Policy that clearly sets out the responsibilities for Council Officers delivering the projects, namely the 'Appointed Project Manager'.

**Financial Resource Implications:**

There is a risk to Council that should any Approved Project Budget be exceeded under this agreement Council will be financially responsible.

**Link to Corporate Plan:**

Corporate Plan 2014-2019

Strategic Priority 8: Disaster Management

8.4 Recover

8.4.2 External agency recovery programs

**Supporting Documentation:**

[1](#) Queensland Reconstruction Authority - Request Sign Return Head Agreement - Disaster Recovery Funding Arrangements DRFA D18/49006

**Report authorised by:**

Director - Infrastructure Services

**QRA** QUEENSLAND  
RECONSTRUCTION  
AUTHORITY

# Head Agreement

for Queensland Reconstruction Authority Funding

Queensland Reconstruction Authority

and

Maranoa Regional Council



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**Annexure A - Template Project Funding Schedule****Attachment 1 - Project Description**

## Head Agreement Details

<b>Date</b>		
<b>Parties</b>	<b>QRA and Recipient</b>	
<b>QRA</b>	Name and ABN	Queensland Reconstruction Authority ABN 13 640 918 183
	Address	Level 11, 400 George Street, Brisbane QLD 4000
	Postal Address	PO Box 15428 CITY EAST, QLD 4002
	Phone	07 3008 7200
	Email	info@qldra.org.au
	Attention (Name)	Mr Brendan Moon
	Attention (Role)	Chief Executive Officer
<b>Recipient</b>	Name and ABN	Maranoa Regional Council, ABN 99 324 089 164
	Address	Quintin & Bungil Streets, MITCHELL, QLD, 4465
	Postal Address	PO Box 620, ROMA, QLD, 4455
	Phone	1300 007 662
	Email	julie.reitano@maranoa.qld.gov.au
	Attention (Name)	Julie Reitano
	Attention (Role)	Chief Executive Officer
<b>Recipient Bank Account Details</b>	Account Name	Maranoa Regional Council
	BSB	084-822
	Account Number	508854461
	Branch	
	Email (remittance)	
<b>Recitals</b>	<p>A QRA administers a range of State and joint State and Commonwealth funding programs to support the recovery and resilience of Queensland communities (<b>QRA Programs</b>).</p> <p>B The Recipient may be eligible for funding under some of the programs and initiatives administered by QRA (<b>QRA Funding</b>).</p> <p>C This Head Agreement sets out the terms and conditions under which QRA will enter into project specific arrangements (by execution of a Project Funding Schedule to</p>	

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	form a Project Funding Agreement) to provide funding for specific projects ( <b>Project Funding</b> ) to the Recipient, if the Recipient is successful for funding under a QRA Program.
<b>Special Conditions</b>	
By signing below, the parties are entering into an agreement that consists of this cover page and the attached schedules.	
<b>Signed</b> for and on behalf of the <b>Queensland Reconstruction Authority ABN 13 640 918 183</b> by a duly authorised officer in the presence of	<b>Signed</b> for and on behalf of the <b>Recipient</b> by a duly authorised officer in the presence of
Signature of witness	Signature of witness
Name of witness	Name of witness
Signature of Authorised Person	Signature of Authorised Person
Name of Authorised Person Brendan Moon	Name of Authorised Person
Date	Date

## Schedule 1 - General Terms and Conditions

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### 1. Head Agreement Term

This Head Agreement commences on the Head Agreement Commencement Date and continues until it is terminated under this Head Agreement.

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### 2. Head Agreement and Project Funding Agreement Structure

#### 2.1 Purpose of Head Agreement

This Head Agreement:

- (a) governs the relationship between QRA and the Recipient in relation to all QRA Funding that may be provided to the Recipient;
- (b) provides the general terms for the provision of QRA Funding to Recipients; and
- (c) sets out the framework under which the QRA and the Recipient will enter into Project Funding Agreements for the provision of QRA Funding for each Project (**Project Funding**).

#### 2.2 Composition of Head Agreement

- (a) This Head Agreement is comprised of:
  - (i) the Head Agreement Details (including the Special Conditions (if any));
  - (ii) this Schedule 1 - General Terms and Conditions; and
  - (iii) Annexure A - Template Project Funding Schedule.
- (b) To the extent of any inconsistency between the above documents, the document higher in the list will prevail over the documents lower in the list to the extent of the inconsistency.

#### 2.3 Formation of Project Funding Agreements

- (a) If the Recipient:
  - (i) is successful in its application for QRA Funding;
  - (ii) has made a submission for QRA Funding and is assessed as being entitled to QRA Funding; or
  - (iii) is otherwise allocated QRA Funding by QRA,for a Project under a QRA Program, for each Project:
  - (iv) QRA will prepare a Project Funding Schedule in respect of the QRA Funding for the Project;
  - (v) QRA and the Recipient will execute the Project Funding Schedule; and
  - (vi) upon execution of the Project Funding Schedule by the last Party to sign, QRA and the Recipient will be deemed to have entered into a separate binding Project Funding Agreement in respect of the Project.

- (b) The Project Funding Agreement will comprise:
  - (i) the relevant Project Funding Schedule (including the Special Conditions); and
  - (ii) clauses 3 to 19 of this Head Agreement.
- (c) If there is any inconsistency between the terms of the relevant Project Funding Schedule (including any Special Conditions) and this Head Agreement, the terms of the relevant Project Funding Schedule will prevail.

## **2.4 QRA Funding not guaranteed**

The Recipient acknowledges that:

- (a) this Head Agreement provides a framework for:
  - (i) the formation of Project Funding Agreements; and
  - (ii) the making of Advance Payments; and
- (b) the Recipient's entry into this Head Agreement does not entitle the Recipient to receive any QRA Funding, or offers of QRA Funding.

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## **3. Delivery of the Project**

### **3.1 Recipient obligation to deliver the Project**

The Recipient must deliver each Project:

- (a) in accordance with:
  - (i) the relevant Project Funding Agreement; and
  - (ii) if applicable, the relevant Approved Project Plan;
- (b) if applicable, by the Milestone Dates for each Milestone; and
- (c) by the Project Completion Date.

### **3.2 Recipient's Contribution**

If item 6 of the Project Funding Schedule specifies a Recipient's Contribution for the Project, the Recipient must provide the Recipient's Contribution.

### **3.3 Project Management**

- (a) For each Project, the Recipient must:
  - (i) engage or nominate from within the Recipient's organisation a suitably qualified project manager with the relevant skills and experience to undertake the Project and notify QRA of the engaged or nominated person (**Appointed Project Manager**);
  - (ii) if required in the Program Guidelines, prepare and submit a Project Plan to QRA for QRA's approval;
  - (iii) monitor and evaluate the progress, including against the Approved Project Plan (if any);



- (iv) advise and seek QRA's approval of any changes to the Approved Project Plan (if any); and
  - (v) advise QRA of any adverse event which may impact on progress against the Approved Project Plan (if any) or the scope of the activities required to deliver the Project as soon as it occurs and in any event not later than ten (10) Business Days of the occurrence of the event.
- (b) If, at any time during the Project Funding Agreement Term, QRA forms an opinion that the Appointed Project Manager has failed or is failing to adequately discharge the duties of Appointed Project Manager, QRA may:
  - (i) request a meeting with the Recipient (and the Appointed Project Manager) to discuss the Appointed Project Manager's performance; and
  - (ii) notify the Recipient of requirements for improvement in the performance of the Appointed Project Manager (**Improvement Notice**).
- (c) If the Appointed Project Manager does not, in QRA's reasonable opinion, implement the requirements for improvement specified in the Improvement Notice within a reasonable period (which may be specified in the Improvement Notice), QRA may direct the Recipient to engage or nominate another person as the Appointed Project Manager. The Recipient must comply with a direction to replace the Appointed Project Manager.
- (d) The Recipient will allow QRA and its agents:
  - (i) access to the sites in which the Project is being conducted prior to, during and/or after completion of the Project; and
  - (ii) access to the Appointed Project Manager on three (3) Business Days' notice, and will render all reasonable and necessary assistance to enable those persons to:
    - A. undertake project monitoring; and
    - B. oversee the progress of the Project and development on a regular basis.
- (e) The Recipient agrees that:
  - (i) the Recipient is fully responsible for all aspects of the planning, design, construction, completion and operation of the Project; and
  - (ii) no comment on or approval or rejection of any documents, reports or plans by QRA under or in connection with the Project Funding Agreement shall affect such responsibility of the Recipient or give rise to any obligation or liability on the part of QRA.

### 3.4 Construction and Contracting

- (a) The Recipient is responsible for obtaining all Approvals required for the conduct of the Project.
- (b) The Recipient must not commence the physical construction or any portion or stage of a Project until all Approvals required for such commencement or the relevant portion or stage have been obtained, unless otherwise approved in writing by QRA.
- (c) For each Project, the Recipient must commence the physical construction by the dates specified in the relevant Approved Project Plan unless otherwise approved in writing by QRA.

- (d) The Recipient acknowledges and agrees that the Project Funding for a Project may be withdrawn if the Recipient has not commenced, or is not otherwise meeting the timeframes for the Project set out in the Approved Project Plan.
- (e) The Recipient may engage a contractor to undertake all or any part of the Project in accordance with clause 3.4(f).
- (f) The Recipient must ensure that any contractor engaged by it to undertake all or part of a Project:
  - (i) has the necessary qualifications, skills and experience to undertake the contracted work in a professional and competent manner;
  - (ii) undertakes the contracted work in a professional and competent manner and is obliged to comply with all applicable laws;
  - (iii) holds and maintains appropriate levels of professional indemnity, workers compensation and public liability insurance;
  - (iv) keeps and maintains full and accurate records and accounts of the conduct of the Project as that required of the Recipient under the relevant Project Funding Agreement and grants access to QRA to those records and accounts as stipulated under the Project Funding Agreement;
  - (v) complies with all the applicable terms of the Project Funding Agreement with respect to the construction and delivery of the Project under the Approved Project Plan as if the contractor was a party to the Project Funding Agreement;
  - (vi) does not sub-contract the contracted work without first obtaining a written consent from the Recipient; and
  - (vii) is responsible for all acts and omissions of any sub-contractor engaged by the contractor in performing such sub-contracted work.
- (g) The Recipient will not be relieved of any of its obligations under the Project Funding Agreement by reason of having engaged a contractor.
- (h) The Recipient must provide copies of the contractor's insurances, stipulated in clause 17, to QRA at any time when requested by QRA.
- (i) The Recipient must ensure that it obtains certificates of renewal from the contractor for the insurances detailed in clause 17 and must provide copies of those renewals to QRA at any time when requested by QRA.

### 3.5 Notification and Disclosure to QRA

The Recipient must promptly notify QRA of any matters the Recipient reasonably considers may affect the Recipient's ability to:

- (a) deliver a Project in accordance with the Milestones and by the Project Completion Date;
- (b) carry out a Project generally, and in accordance with the Approved Project Plan; or
- (c) otherwise comply with the terms and obligations of the relevant Project Funding Agreement and the Program Guidelines.

## 4. Project Funding

### 4.1 Advance Payment

- (a) QRA may, in its absolute discretion (and subject to the Program Guidelines), issue a Recipient Created Tax Invoice (**RCTI**) and pay the Recipient an Advance Payment in respect of the Proposed Project or QRA Program.
- (b) If QRA makes an Advance Payment in respect of a Proposed Project or QRA Program and:
  - (i) the Proposed Project becomes a Project under a Project Funding Agreement:
    - A. the Advance Payment will be taken to form part of the Project Funding; and
    - B. the payment of the Advance Payment will be subject to the terms and conditions under the relevant Project Funding Agreement; or
  - (ii) the Proposed Project does not become a Project under a Project Funding Agreement, the Recipient must repay the Advance Payment in accordance with clause 4.7.
- (c) In consideration for QRA making an Advance Payment, the Recipient agrees that:
  - (i) it will only apply the Advance Payment in accordance with the Program Guidelines;
  - (ii) the following provisions of this Head Agreement will apply and take effect as a contract to govern the Recipient's use and expenditure of the Advance Payment, to the extent that they are applicable:
    - A. clause 4.5;
    - B. clause 4.7;
    - C. clause 5; and
    - D. clauses 9 to 12 and 16,
 as if:
    - E. the Proposed Project is a Project;
    - F. the Advance Payment is Project Funding; and
    - G. the Program Guidelines are the program guidelines that apply to the QRA Program to which the Project relates.
- (d) The Recipient acknowledges that the making of an Advance Payment by QRA:
  - (i) does not constitute QRA's approval or acceptance that the Recipient is entitled to QRA Funding for a Project; and
  - (ii) cannot be taken as acceptance by QRA that the Recipient's expenditure or proposed expenditure for a Proposed Project is expenditure that is for an Eligible Project Cost under the applicable Program Guidelines.

## 4.2 Payment of the Project Funding

- (a) For each Project, subject to:
- (i) the terms of the relevant Project Funding Agreement;
  - (ii) the Recipient not being in breach of the relevant Project Funding Agreement; and
  - (iii) the Recipient's satisfaction of the Milestone Requirements for the relevant Milestone under the relevant Project Funding Agreement,
- QRA will pay the Recipient the Milestone Amount in respect of the Milestone within a reasonable period of the later of:
- (iv) the Milestone Date; and
  - (v) the date the Recipient:
    - A. satisfies the Milestone Requirements for the relevant Milestone; and
    - B. submits a Payment Claim,  
in accordance with clause 4.2(b).
- (b) QRA may satisfy a Payment Claim made under clause 4.2(a)(v)B by:
- (i) making a cash payment through an RCTI into the Recipient's Bank Account; or
  - (ii) if the Recipient:
    - A. has expended all or a part of the Advance Payment in respect of the Project, by reducing the amount of the Project Funding by the amount of the Advance Payment expended by the Recipient; or
    - B. has not expended all or a part of the Advance Payment in respect of the Project, by directing the Recipient that QRA's liability to pay the Project Funding is reduced by an amount that does not exceed the unexpended part of the Advance Payment.
- (c) If:
- (i) QRA wishes to satisfy a Payment Claim in accordance with clause 4.2(b)(ii); and
  - (ii) the method for satisfying the Payment Claim is not specified in the Project Funding Agreement,

QRA must notify the Recipient of its method for satisfying the Payment Claim by written notice to the Recipient.

## 4.3 Capped Funding

- (a) If item 7 of the Project Funding Schedule specifies that the Project Funding for a Project is "Capped Funding", then, despite any other provisions of this Head Agreement or the Project Funding Agreement, the Project Funding is the full

amount of QRA's commitment to the Recipient under the Project Funding Agreement.

- (b) The Recipient acknowledges and accepts that, for the Project:
  - (i) it will not be entitled to any amount in excess of the Project Funding from QRA;
  - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the Project; and
  - (iii) QRA makes no representations about future funding and there is no obligation on QRA to provide future funding to the Recipient in respect of any matter, including the Project.
- (c) For each Project Funding Agreement, the Recipient warrants that it has sufficient funds to complete the Project if the amount of the Project Funding is insufficient to deliver the Project.

#### 4.4 Recommended Value Funding

- (a) If, for a Project Funding Agreement:
  - (i) item 7 of the Project Funding Schedule specifies that the Project Funding for a Project is "Recommended Value Funding"; and
  - (ii) during the Project Funding Agreement Term, the Recipient determines that Project Funding will not be (or is unlikely to be) sufficient to deliver the Project,the Recipient must:
  - (iii) notify QRA of the proposed amount of Project Funding required to deliver the Project; and
  - (iv) provide evidence (including quotations and a description of any changes in the initial scope of works for the Project) in support of the proposed increased amount of the Project Funding.
- (b) Upon receipt of a notice under clause 4.4(a), QRA may, in its absolute discretion:
  - (i) vary the Project Funding Agreement to increase the amount of the Project Funding;
  - (ii) vary the Project Funding Agreement to adjust the scope of the Project; or
  - (iii) otherwise assist the Recipient to deliver the Project.
- (c) If, following receipt of a notice under clause 4.4(a):
  - (i) QRA does not propose to take action under clause 4.4(b); or
  - (ii) QRA cannot reach agreement with the Recipient to vary the Project Funding Agreement under clauses 4.4(b)(i) or 4.4(b)(ii); and
  - (iii) the Recipient notifies QRA that it is unable to apply its own funds (or third party funds) to complete the Project,then QRA may terminate the Project Funding Agreement for cause under clause 14.1.

- (d) If the Recipient provides a notice under clause 4.4(c)(iii), the Recipient must complete the Project and the Project Funding will be the full amount of QRA's commitment to the Recipient for the Project.
- (e) The Recipient is responsible for any additional cost it incurs in respect of the Project resulting from, or in connection with:
  - (i) the Recipient's issue of a notice under clause 4.4(a); or
  - (ii) QRA's consideration of the notice or exercise of discretion under clause 4.4(b);

unless QRA elects to exercise its discretion under clause 4.4(b) and the exercise of that discretion permits the application of Project Funding for the additional costs incurred by the Recipient.

#### 4.5 Use of the Project Funding

For each Project Funding Agreement, the Recipient must use the Project Funding solely for:

- (a) the purposes of the Project; and
- (b) Eligible Project Costs.

#### 4.6 Suspension of Funding

- (a) QRA may suspend payment of any Milestone Amount at any time if:
  - (i) the Recipient fails to comply with a Project Funding Agreement, including failure to meet any Milestone Requirements; or
  - (ii) QRA forms the reasonable belief that:
    - A. based on the Recipient's expenditure on the Project to date, the Recipient is unlikely to be able to complete the Project for the Total Project Cost; or
    - B. the Recipient is unlikely to be able to complete the Project by the Project Completion Date.
- (b) This clause 4.6 does not prejudice QRA's rights under a Project Funding Agreement or at law (including the right to terminate under clause 13).

#### 4.7 Repayment

- (a) For each Project, if:
  - (i) at the Project Funding Agreement End Date or earlier termination of the Project Funding Agreement, any part of the Project Funding remains unspent; or
  - (ii) at any time:
    - A. QRA forms the reasonable opinion or otherwise becomes aware that the Recipient has used, spent or committed the Project Funding otherwise than in accordance with the Project Funding Agreement; or
    - B. in respect of a Project under a QRA Program that is a joint State and Commonwealth program, the Commonwealth

determines that a Project, or a cost under a Project, is not eligible for funding under a relevant Commonwealth Determination or guideline,

the Recipient must, subject to clause 4.7(c), repay the Project Funding (or a part of the Project Funding, as applicable) to QRA, within twenty-one (21) days of notice in writing from QRA. The Recipient agrees that if it does not repay the Project Funding in accordance with this clause 4.7, then the Project Funding will be a debt immediately due and payable to QRA.

- (b) In respect of any Advance Payment, if:
  - (i) at any time QRA forms the reasonable opinion or otherwise becomes aware that the Recipient has used, spent or committed the Advance Payment otherwise than in accordance with the Program Guidelines and the provisions of this Head Agreement set out in clause 4.1(c);
  - (ii) in respect of the Proposed Project the subject of the Advance Payment, QRA determines that:
    - A. the Proposed Project will not become a Project under a Project Funding Agreement; or
    - B. only part of the Proposed Project will become a Project under a Project Funding Agreement,

the Recipient must, subject to clause 4.7(c), repay the Advance Payment (or a part of the Advance Payment, as applicable) to QRA within five (5) Business Days of notice in writing from QRA. The Recipient agrees that such sum will be a debt due and recoverable by QRA.

- (c) As an alternative to issuing a notice requiring repayment under clauses 4.7(a) or 4.7(b), QRA may in its absolute discretion, by notice to the Recipient, reduce the amount of any Project Funding payable under any Project Funding Agreement formed under this Head Agreement, up to the relevant amount.

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## 5. Assets

- (a) Unless expressly permitted by the relevant Program Guidelines for a Project, the Recipient must not use the Project Funding to purchase Assets.
- (b) The Recipient must be the legal and beneficial owner of any Asset purchased either wholly or in part with use of the Project Funding.
- (c) The Recipient must:
  - (i) only use the Asset for purposes directly related to carrying out the Project;
  - (ii) not sell or otherwise dispose of, encumber, use as a security, or otherwise deal with the Asset without QRA's prior written consent;
  - (iii) hold the Asset securely and put in place reasonable safeguards against loss, damage or unauthorised use;
  - (iv) maintain at its expense:
    - A. the Asset in good working order; and
    - B. registration and licensing of the Asset, if applicable; and

- (v) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Asset.
- (d) If the Recipient disposes of an Asset during the Project Funding Agreement Term, QRA may, in its discretion, reduce the Project Funding by the value of the disposed Asset.
- (e) If any Asset is lost, damaged or destroyed during the Project Funding Agreement Term, the Recipient will promptly reinstate the Asset (including from the proceeds of insurance, if any), and clauses 5(b) to (e) will continue to apply to the reinstated Asset.

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## 6. Reporting

- (a) The Recipient must, for each Project Funding Agreement:
  - (i) prepare and submit the Reports to the QRA in accordance with the timeframes specified in item 17 of the Project Funding Schedule; and
  - (ii) promptly provide such further information in respect of the Project as is reasonably requested by QRA from time to time.
- (b) The Recipient must, within a reasonable period from a request by QRA, for the purposes of this Head Agreement, prepare and submit a Report to the QRA that contains, at a minimum:
  - (i) an overview of the status of all Projects that have not yet reached their Project Funding Agreement End Date;
  - (ii) a detailed description of the status and activities conducted, and Advance Payments expended that are not subject to a Project Funding Agreement; and
  - (iii) an overview of all submissions or applications made or proposed to be made to QRA in respect of a QRA Program.

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## 7. Intellectual Property

### 7.1 Ownership of Intellectual Property

QRA and the Recipient acknowledge that any Project Intellectual Property will vest in the Recipient upon its creation.

### 7.2 Grant of licence to QRA

The Recipient grants to QRA a non-exclusive, irrevocable, perpetual and royalty-free licence to use, adapt for its own use, modify, develop and distribute any Project Intellectual Property or Background Intellectual Property for the purpose of:

- (a) discharging QRA's portfolio responsibilities of public and financial accountability, including administering this Head Agreement or a Project Funding Agreement; and
- (b) for any other non-commercial use that is consistent with the QRA Objectives.

### 7.3 Obligations of Recipient to obtain consent

Prior to an individual commencing work on a Project the Recipient must obtain from that individual, in writing, and provide to QRA upon request, a consent to any act or omission



(including the specific acts or omissions as may be necessary) by the Recipient or QRA which would otherwise infringe the Moral Rights of that individual.

## 8. Data Sharing

- (a) Without limiting clause 6, QRA may at any time during the Head Agreement Term, request that the Recipient provide certain Data (**Data Request**) for use for the purposes set out in clause 7.2.
- (b) Subject to clause 8(c), the Recipient must, within a reasonable period of receipt of a Data Request, provide the requested Data in response to a Data Request, at no cost to QRA.
- (c) If the Recipient, acting reasonably, is unable or unwilling to provide the requested Data in response to the Data Request, the Recipient must, by written notice (**Data Request Refusal**) to QRA within 10 Business Days of receipt of the Data Request:
  - (i) provide reasons for its refusal to provide the requested Data; and
  - (ii) if relevant, propose:
    - A. any conditions that it wishes to apply in respect of the requested Data, including in respect of QRA's use and disclosure of the requested Data; and
    - B. provision of alternative Data that may satisfy QRA's requirements.
- (d) Upon receipt of a Data Request Refusal, QRA may:
  - (i) accept the Recipient's reasons for refusal, in which case the Recipient is not required to provide the requested Data in response to the Data Request;
  - (ii) accept the Recipient's proposed alternative conditions set out in the Data Request Refusal, in which case the Recipient must provide the requested Data on those conditions;
  - (iii) accept the Recipient's proposal for alternative Data, in which case the Recipient must provide the alternative Data; or
  - (iv) reject, by written notice to the Recipient, the Recipient's reasons or conditions or alternative Data, in which case the notice will be a notice for the purposes of clause 15(a)(i) and clause 15 will apply.

## 9. Confidentiality and Acknowledgement

### 9.1 Confidentiality

- (a) Subject to clause 8, the Parties agree not to disclose each other's Confidential Information without prior written consent unless:
  - (i) required or authorised by a statutory requirement; or
  - (ii) the disclosure is:
    - A. to the State Government or a Government Body where such disclosure is required to be made in accordance with established governmental policies, procedures or protocols or where disclosure is required or desirable for public

accountability purposes providing that such disclosure is only to the extent required in the relevant circumstances; or

B. to QRA's Representatives.

- (b) If the Recipient considers that any Data requested by QRA under clause 8 or otherwise provided to QRA by the Recipient is confidential, then the Recipient must, at the time it provides the Data to QRA:
  - (i) identify the Data as confidential;
  - (ii) provide reasons as to why the Recipient considers the Data is confidential to the Recipient.
- (c) If QRA does not agree with the Recipient's characterisation of the Data as confidential, QRA may refer the matter as a dispute to be dealt with in accordance with clause 15 of this Head Agreement.

## 9.2 Acknowledgement of assistance

- (a) Subject to clause 9.2(b), the Recipient must:
  - (i) comply with:
    - A. all requirements for acknowledgement of QRA Funding under the relevant Program Guidelines for a Project; and
    - B. any specific acknowledgement requirements set out in item 19 of the relevant Project Funding Schedule; and
  - (ii) include an acknowledgement that the Recipient has received financial support from QRA in relation to a Project (whether during the Head Agreement Term, the relevant Project Funding Agreement Term, or after its expiry of those agreements) in any public statement or media release made by the Recipient about a Project.
- (b) Before the Recipient publishes or releases any of the material referred to in clause 9.2(a), the Recipient must:
  - (i) before the proposed publication or release, provide to QRA a copy of the proposed statement or publication; and
  - (ii) comply with all requests, amendments or conditions that QRA may reasonably require by written notice to the Recipient.

## 10. Privacy and Disclosure of Personal Information

- (a) If either Party has access to or is responsible for holding Personal Information in order to fulfil its obligations under this Head Agreement or a Project Funding Agreement, it must:
  - (i) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
  - (ii) not use Personal Information other than for the purposes of this Head Agreement or Project Funding Agreement, unless required or authorised by law;

- (iii) not disclose the Personal Information without the written agreement of the person to whom the Personal Information relates, unless required or authorised by law;
  - (iv) immediately notify the person to whom the Personal Information relates if it becomes aware that a disclosure of Personal Information is or may be, required or authorised by law;
  - (v) ensure that its employees, volunteers, agents and subcontractors are aware of and comply with the obligations stated in this clause 10.
- (b) Any Personal Information exchanged between the parties will be dealt with in accordance with the public sector privacy regime applicable under any relevant State Government policy, legislation or subordinate law.

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## 11. Records and Audit

- (a) All financial transactions incurred in the conduct of each Project must be separately identifiable in the Recipient's books of account. All such documentation, including tax invoices, cheques issued and relevant bank statements must be retained by the Recipient for a period of seven (7) years after the relevant Project Funding Agreement End Date and, during this period, be made available to QRA in accordance with clause 11(b).
- (b) QRA or its nominated agents may, on giving three (3) Business Days written notice to the Recipient:
  - (i) access the premises of the Recipient;
  - (ii) inspect and copy any documentation and records, however stored, in the custody or control of the Recipient related to the Project;
  - (iii) require the Recipient or its employees to provide full and accurate answers to any questions concerning records or information related to the Project; and
  - (iv) undertake an audit to ensure the Recipient has sound planning, governance and management practices to manage the Project and successfully meet its obligations under this Head Agreement and the Project Funding Agreement.

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## 12. GST

### 12.1 Definitions

Words in this clause 12 have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.

### 12.2 Consideration does not include GST

Unless otherwise stated, consideration specified in this Head Agreement and the Project Funding Agreements does not include any amount for GST.

### 12.3 Payment of GST

If provision of the Project Funding is a taxable supply under the GST Act, QRA will pay to the Recipient the GST amount in addition to the Project Funding, subject to the Recipient first submitting to QRA a valid tax invoice in respect of the supply.

## **12.4 Adjustment and reimbursement**

- (a) If, for any reason, including:
  - (i) any amendment to the GST Act;
  - (ii) the issue of a ruling or advice by the Commissioner of Taxation;
  - (iii) a refund to QRA or to the Recipient in respect of a supply made under this Head Agreement or a Project Funding Agreement; or
  - (iv) a decision of any tribunal or court,the amount of GST paid by QRA differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to QRA as the case may be.
- (b) If a Party is entitled to be reimbursed or indemnified under this Head Agreement or a Project Funding Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the Party is entitled to an input tax credit (or would have been entitled to an input tax credit if that Party had done all things necessary to obtain an input tax credit).

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## **13. Termination of Head Agreement**

### **13.1 Head Agreement termination**

QRA may, at any time and in its absolute discretion without any implied duty or terms, by written notice to the Recipient terminate this Head Agreement without giving a reason.

### **13.2 Consequences of Head Agreement termination**

If QRA terminates this Head Agreement under clause 13.1:

- (a) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of this Head Agreement and will not relieve either Party of any obligation under this Head Agreement which is expressed to continue after termination in clause 18.9;
- (b) no new Project Funding Agreements may be formed under this Head Agreement after termination of expiry of this Head Agreement;
- (c) termination of this Head Agreement will not affect any Project Funding Agreement; and
- (d) the Recipient must repay any Advance Payments made in respect of a Proposed Project, unless the Proposed Project has become a Project under a Project Funding Agreement and the Advance Payment is taken to form part of the Project Funding.

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## **14. Termination of Project Funding Agreements**

### **14.1 Project Funding Agreement termination for default**

QRA may immediately terminate a Project Funding Agreement by notice in writing to the Recipient (**Project Funding Agreement Termination Notice**) if:

- (a) the Recipient is in breach of the relevant Project Funding Agreement and:

- (i) the breach is not, in QRA's opinion, capable of being remedied; or
  - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within ten (10) Business Days after a notice to remedy from QRA specifying the breach; or
- (b) the Recipient has provided a notice under clause 4.4(c)(iii);
- (c) QRA is entitled to terminate any other Project Funding Agreement under this clause 14.1;
- (d) any information the Recipient gives QRA is false or misleading in any material respect.

#### **14.2 Consequences of Project Funding Agreement termination for default**

If QRA terminates a Project Funding Agreement under clause 14.1:

- (a) it will not affect any Claim either Party may have against the other by reason of any antecedent breach of the relevant Project Funding Agreement and will not relieve either Party of any obligation under the Project Funding Agreement which is expressed to continue after termination in clause 18.9;
- (b) QRA may, in the Project Funding Agreement Termination Notice or in a further notice given at any time, require the Recipient to repay the whole or any part of the Project Funding provided to the Recipient under this Agreement, by the time stated in the Project Funding Agreement Termination Notice or notice. The Recipient agrees that such sum will be a debt due and recoverable by QRA; and
- (c) QRA is not obliged to provide any Project Funding to the Recipient under the relevant Project Funding Agreement.

#### **14.3 Termination without giving reasons**

- (a) QRA may, at any time and in its absolute discretion without any implied duty or terms, by written notice to the Recipient terminate a Project Funding Agreement without giving a reason.
- (b) If QRA terminates a Project Funding Agreement pursuant to this clause 14.3:
  - (i) QRA is liable only to pay any Project Funding due and not yet made to the Recipient as at the date of termination; and
  - (ii) clause 14.2(a) applies.

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### **15. Dispute Resolution**

- (a) Both Parties agree that any Dispute will be dealt with as follows:
  - (i) firstly, the Party claiming that there is a Dispute will serve notice to the other Party setting out the nature of the dispute;
  - (ii) secondly, the Parties will try to resolve the dispute by direct negotiation;
  - (iii) thirdly, the Parties have ten (10) Business Days from the service of the notice (or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure with the costs and expenses

of any mediation or alternative dispute resolution procedure being borne equally between the Parties; and

(iv) lastly, if:

- A. there is no resolution or agreement; or
- B. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within ten (10) Business Days after completion of the mediation or other alternative dispute resolution procedures, or such extended time as the Parties may agree in writing before the expiration of the ten (10) Business Days,

then any Party may commence legal proceedings.

- (b) Each Party shall, as far as reasonably possible, continue to perform its obligations under this Head Agreement and each Project Funding Agreement notwithstanding the existence of any Dispute or any proceeding under this clause 15.

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## 16. Liability, Release and indemnity

### 16.1 Liability, Release and indemnity

- (a) To the full extent permitted by law, the Recipient releases and indemnifies QRA, and each of its Representatives (**Indemnified**), from and against all Claims (including any cost of settlement) of any nature incurred or suffered by the Indemnified which may be brought or made by any person directly or indirectly arising from, out of or in connection with:
- (i) the Project;
  - (ii) any breach of this Head Agreement by the Recipient;
  - (iii) any breach of a Project Funding Agreement by the Recipient;
  - (iv) any act or omission of the Recipient or their Representatives;
  - (v) the Recipient's performance of this Head Agreement, a Project Funding Agreement or any other agreement relating to a Project; or
  - (vi) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient in the course of, or incidental to, performing a Project,
- except to the extent that any breach, fault, negligent or unlawful act or omission by the Indemnified directly caused or contributed to the Claim.
- (b) The liability of QRA under or in connection to this Head Agreement and any Project Funding Agreement (howsoever arising) is limited in aggregate to the amount of the Project Funding provided under the relevant Project Funding Agreement.

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## 17. Insurance

The Recipient must:

- (a) throughout the Head Agreement Term, effect and maintain the insurance policies required by any laws;

- (b) if requested by QRA, provide to QRA, within twenty (20) Business Days of the Head Agreement Commencement Date copies of the insurance policies required by clause 17(a) and evidence that the policies are current; and
- (c) if requested by QRA, provide to QRA a copy of the certificates of currency for the renewal of the insurance policies referred to in clause 17(a) (as applicable) within twenty (20) Business Days of the renewal date of the relevant policy.

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## **18. Miscellaneous**

### **18.1 Dealings by the Recipient**

The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under:

- (a) this Head Agreement; or
- (b) any Project Funding Agreement,

or allow any interest in them to arise or be varied in each case, without the prior written consent of QRA.

### **18.2 Variation**

This Head Agreement and each Project Funding Agreement may only be varied by a document signed by or on behalf of each Party.

### **18.3 Entire Agreement**

- (a) This Head Agreement constitutes the entire agreement of the Parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) Each Project Funding Agreement constitutes the entire agreement of the Parties relating to the relevant Project, and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **18.4 Severability**

If the whole or any part of a provision of:

- (a) this Head Agreement; or
- (b) any Project Funding Agreement,

is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Head Agreement or the Project Funding Agreement (as applicable) has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Head Agreement or a Project Funding Agreement or is contrary to public policy.

### **18.5 Waiver**

- (a) A waiver by a Party of any rights arising from a breach or non-observance by the other Party of a term of this Head Agreement or a Project Funding Agreement will not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.
- (b) The failure by either Party to enforce a term of this Head Agreement or a Project Funding Agreement will not be interpreted as a waiver of that term.

**18.6 Unexpected Event**

No Party is liable for any failure to perform or delay in performing its obligations under this Head Agreement or a Project Funding Agreement if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) days, either Party may terminate this Agreement or the Project Funding Agreement with immediate effect by giving notice to the other Party.

**18.7 Compliance with Laws**

The Recipient in carrying out a Project must comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State, or local authority.

**18.8 Governing Law**

This Head Agreement and each Project Funding Agreement shall be governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland and any courts that may hear appeals from these courts.

**18.9 Surviving obligations**

The obligations contained in the following clauses are continuing obligations and will survive after this Head Agreement ends:

- (a) Clause 4.7 (Repayment);
- (b) Clause 5 (Assets);
- (c) Clause 7 (Intellectual property);
- (d) Clause 9 (Confidentiality and Acknowledgement);
- (e) Clause 10 (Privacy and Disclosure of Personal Information);
- (f) Clause 11 (Records and audit);
- (g) Clause 12 (GST);
- (h) Clause 13.2 (Consequences of Head Agreement termination);
- (i) Clause 14.2 (Consequences of Project Funding Agreement termination for default) and 14.3 (Termination without giving reasons);
- (j) Clause 15 (Dispute resolution);
- (k) Clause 16 (Liability, release and indemnity);
- (l) Clause 17 (Insurance);
- (m) Clause 18.9 (Surviving obligations); and
- (n) any other clause of this Head Agreement expressly stated to survive termination.

**18.10 Notices**

- (a) Subject to clause 18.10(b), and unless expressly stated otherwise in this Head Agreement, all notices in connection with this Head Agreement must be in writing, signed by the sender (if an individual) or a delegated officer of the sender and marked for the attention of the person identified in the Head Agreement Details or, if



the Recipient has notified otherwise, then marked for attention in the way last notified.

- (b) If a notice is in connection with a Project Funding Agreement, the notice must be marked for the attention of the person identified as:
  - (i) for notices addressed to QRA, the QRA Contact; and
  - (ii) for notices addressed to the Recipient, the Recipient Contact,
 as specified in the Project Funding Schedule.
- (c) Notices will be deemed to have been given:
  - (i) if hand delivered, upon delivery;
  - (ii) if sent by prepaid postage, within five (5) Business Days after posting; or
  - (iii) if sent by email, one (1) Business Day after sending, unless an undeliverable report is received, at which time the notice shall be resent.

## 19. Interpretation and Definitions

### 19.1 Definitions

**Advance Payment** means any payment of QRA Funding made by QRA to the Recipient other than under a Project Funding Agreement.

**Appointed Project Manager** means, for each Project, the person engaged or nominated by the Recipient and notified to QRA in accordance with clause 3.3(a)(i) or 3.3(c) of the Head Agreement (as applicable) for the Project.

**Approval** means any licence, permit, consent, approval, determination, certificate or other requirement:

- (a) of any Authority having any jurisdiction in connection with the Project; or
- (b) under any other applicable Statutory Requirement.

**Approved Project Plan** means, for each Project, the plan specified in item 9 of the Project Funding Schedule (if any).

**Asset** means any item of real or personal property that is either:

- (a) leased or purchase (in whole or in part) using the Project Funding; or
- (b) transferred to the Recipient for the purpose of delivering the Project.

**Authority** means any government or any governmental or semi-governmental authority, local government, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation of instrumentality.

**Background Intellectual Property** means Intellectual Property owned or controlled by the Recipient, developed prior to or independently of a Project, which QRA determines, in its sole discretion, is required:

- (a) for the exercise of the Project Intellectual Property; or
- (b) for the use of the Data provided by the Recipient to QRA, including under clause 8.

**Bank Account**, for a Project Funding Agreement, means:

- (a) if a bank account is specified in item 18 of the relevant Project Funding Schedule, that bank account; and
- (b) if no bank account is specified in item 18 of the relevant Project Funding Schedule, the bank account specified in the Head Agreement Details.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.

**Commonwealth** means the Commonwealth of Australia.

**Commonwealth Determination** means a ministerial determination made by a Minister of the Commonwealth in respect of a QRA Program.

**Confidential Information** means information of whatever description and in whatever form communicated (whether by electronic means, in an electronic storage device, in writing or orally) that:

- (a) in respect of information of the Recipient,
  - (i) is by its nature confidential; and
  - (ii) is identified by the Recipient as Confidential Information in accordance with clause 9.1(b);
- (b) in respect of information of QRA:
  - (i) is by its nature confidential; and
  - (ii) is information the Recipient ought to know is confidential;
- (c) is the terms of this Head Agreement and any Project Funding Agreement;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Head Agreement or Project Funding Agreement; or
- (e) has been independently developed or acquired by the recipient.

**Data** means any data or information of the Recipient that relates to (directly or indirectly):

- (a) this Head Agreement;
- (b) a Project; or
- (c) the QRA Objectives,

other than data or information of the Recipient that is:

- (d) subject to legal professional privilege; or
- (e) data or information that the Recipient is restricted from disclosing to QRA by any Statutory Requirements.

**Dispute** means any dispute, controversy, difference or Claim between the Parties as to:

- (a) the construction of this Head Agreement or a Project Funding Agreement;
- (b) the rights or obligations of a Party under this Head Agreement or a Project Funding Agreement; or
- (c) any other matter arising out of or relating to this Head Agreement or a Project Funding including any question regarding the existence, validity or termination of this Head Agreement or a Project Funding Agreement,

other than one entitling a Party to claim for urgent interim or interlocutory relief.

**Eligible Project Costs:**

- (a) has the meaning given in item 15 of the Project Funding Schedule; and
- (b) excludes the Ineligible Project Costs.

**Government Body** means:

- (a) the State of Queensland or the Commonwealth of Australia;
- (b) a Minister, the Parliament of Queensland, the Parliament of the Commonwealth of Australia or a committee of the Parliament of Queensland;
- (c) a department, service, agency, authority, commission, corporation, instrumentality, board, office or other entity established for a State Government or Commonwealth government purpose; or
- (d) a part of an entity mentioned in paragraph (c).

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

**Head Agreement** means this agreement entered into between QRA and the Recipient.

**Head Agreement Commencement Date** means the date the last Party signs this Head Agreement.

**Head Agreement Term** has the meaning given in clause 1 of this Head Agreement.

**Ineligible Project Costs** has the meaning given in item 16 of the Project Funding Schedule.

**Intellectual Property** includes all copyright (including any future copyright), Moral Rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Milestone** means, for a Project, the milestones set out in item 13 of the relevant Project Funding Schedule.

**Milestone Amount** means, for a Project, the amount of the Project Funding payable for each Milestone, as set out in item 13 of the relevant Project Funding Schedule.

**Milestone Dates** means, for a Project, the dates for achievement of the Milestones, as set out in item 13 of the relevant Project Funding Schedule.

**Milestone Requirements** means, for a Project, the requirements for completion of a Milestone, as set out in item 13 of the relevant Project Funding Schedule.

**Moral Rights** has the meaning given to that term in the *Copyright Act 1968 (Cth)*.

**Party** means QRA or the Recipient.

**Payment Claim** means a claim for payment of a Milestone Amount that complies with the payment claim requirements specified in item 14 of the relevant Project Funding Schedule.

**Personal Information** has the meaning given in the *Information Privacy Act 2009 (Qld)*.

**Program Guidelines** means the guidelines applicable to the QRA Program, as specified in item 8 of the Project Funding Schedule, as amended from time to time.

**Project** means the project or group of projects to be conducted by a Recipient using the Project Funding, under a QRA Program, as described in item 4 of the Project Funding Schedule.

**Project Completion Date** means, for each Project, the date specified as the Project Completion Date in item 12 of the relevant Project Funding Schedule.

**Project Funding** means the funds to be provided by QRA to the Recipient in the amount set out in item 5 of the Project Funding Schedule, to be paid in the Milestone Amounts.

**Project Funding Agreement** means, for each Project, the agreement formed in accordance with clause 2.3 of this Head Agreement.

**Project Funding Agreement Commencement Date** means the date the Project Funding Schedule is signed by the last Party to do so.

**Project Funding Agreement End Date** means the project funding agreement end date specified in item 12 of the Project Funding Schedule.

**Project Funding Agreement Term** means the period between the Project Funding Agreement Commencement Date and the Project Funding Agreement End Date (inclusive), unless terminated earlier.

**Project Funding Schedule** means, for each Project Funding Agreement, the schedule prepared by QRA and executed by the Parties in accordance with clause 2.2 of this Head Agreement.

**Project Intellectual Property** means Intellectual Property:

- (a) created during the course of a Project with the support of the Project Funding; or
- (b) created during the term of this Head Agreement for the purposes of, or in accordance with the requirements under, this Head Agreement.

**Proposed Project** means a project conducted by the Recipient that the Recipient considers comprises activities that are eligible for QRA Funding.

**QRA Funding** means funding that may be available to the Recipient under a QRA Program.

**QRA Objectives** means the objectives related to promoting recovery from, and resilience to disaster as set out in QRA's strategic plan published on QRA's website.

**QRA Program** means a funding program or initiative administered by QRA.

**RCTI** means Recipient Created Tax Invoice

**Recipient's Contribution** means, for a Project:

- (a) the amount specified in item 6 of the Project Funding Schedule; and

- (b) that is Capped Funding, any additional amount required to complete the Project, as described in clause 4.3.

**Reports** means the reports specified in item 17 of the Project Funding Schedule.

**Representative** of a Party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint-venturer, contractor or sub-contractor of that Party.

**Special Conditions** means:

- (a) in respect of the Head Agreement, the special conditions (if any) set out in the Head Agreement Details; and
- (b) in respect of a Project Funding Agreement, the special conditions (if any) set out in item 20 of the Project Funding Schedule.

**State Government** includes the Queensland Government, any of its departments or divisions, Ministers, government-owned corporations, any agent or representative of QRA, or a corporation or body constituted for a public purpose of the State of Queensland.

**Statutory Requirement** means:

- (a) any law applicable to the delivery of the Project, including Acts, ordinances, regulations, by-laws, orders and other subordinate legislation;
- (b) Approvals (including any condition or requirement under them); and
- (c) fees and charges payable in connection with the foregoing.

**Total Project Cost** means, in respect of a Project, the aggregate of the Recipient's Contribution and the Project Funding.

**Unexpected Event** means any circumstance beyond the reasonable control of a Party which results in that Party being unable to perform an obligation on time, and includes, but is not limited to:

- (a) natural events like fire, storm, flood, landslide, washaway or earthquake (other than an event the subject of the Project Funding);
- (b) national emergency;
- (c) terrorist act;
- (d) war; or
- (e) an order of any Court.

## 19.2 Other expressions

In this Head Agreement and in any Project Funding Agreement, all other definitions or expressions referred in this Head Agreement or Project Funding Agreement have the same meaning as set out in the Program Guidelines as if the same were set out in the above clause 19.1, save where there is any inconsistency between the two documents, in which case the definition and terms set out in this Head Agreement (or the Project Funding Agreement, as applicable) prevails.

## Annexure A - Template Project Funding Schedule

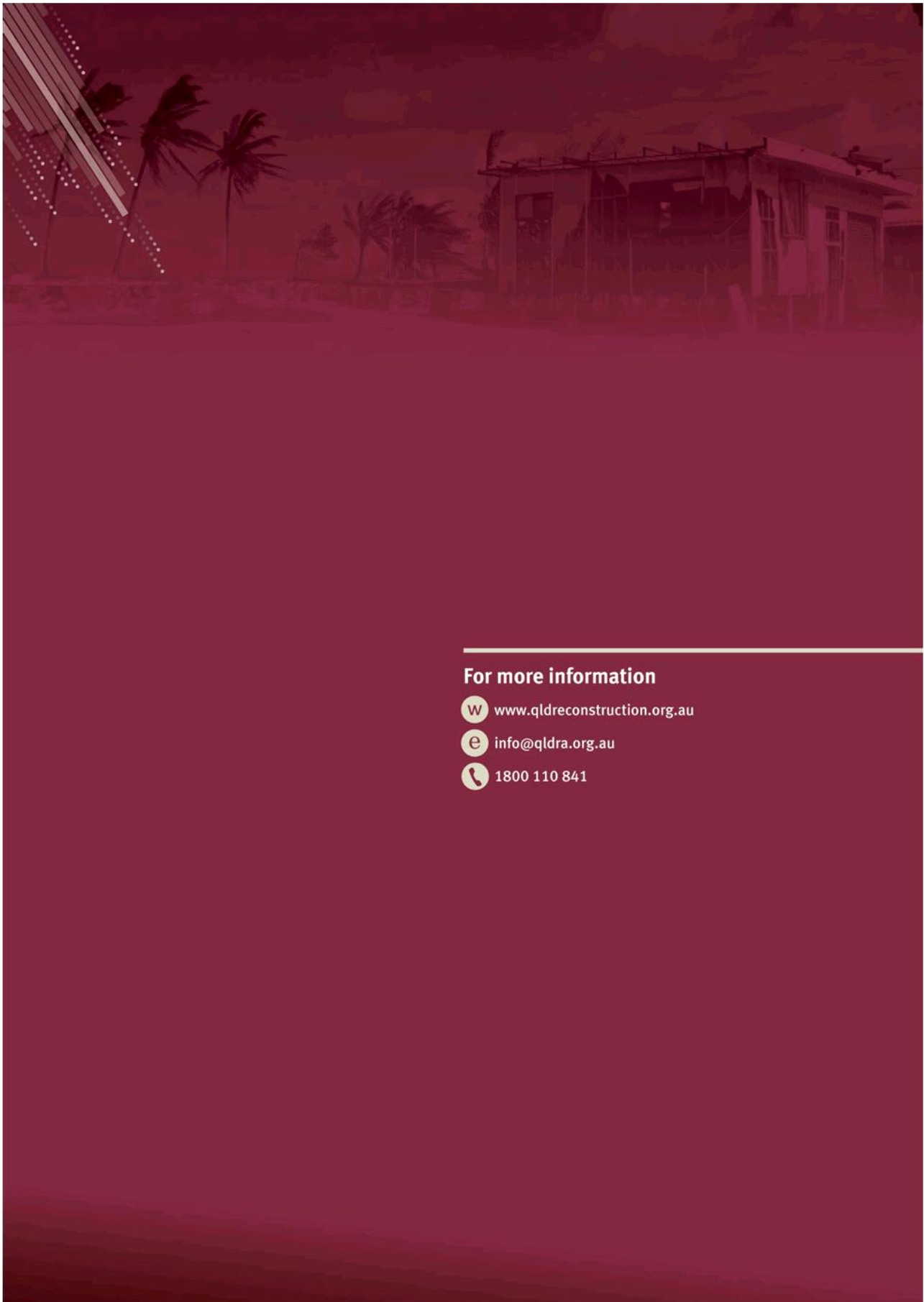
1. QRA Program	[Title of Funding Program]			
2. Project/Event Identifier	[Name of Project or activated disaster ]			
3. Recipient Name	[Recipient Name for Funding Program]			
4. Project Description	The project(s) described in Attachment 1 to this Project Funding Schedule.			
5. Project Funding (ex GST)	[\$ Funding amount]			
6. Recipient's Contribution (ex GST)	[Recipient's contribution (where applicable), or N/A]			
7. Type of Project Funding	[Capped Funding] or [Recommended Value Funding]			
8. Program Guidelines	[Title of relevant Program Guidelines]			
9. Approved Project Plan	[the Project Plan or Scope approved by QRA in accordance with the relevant Program Guidelines]			
10.QRA Contact	[Position Title of QRA's contact]			
11.Recipient Contact	[Position Title of Letter addressee]			
12.Key Dates	Project Funding Agreement Commencement Date	The date the last Party signs this Project Funding Schedule.		
	Project Completion Date	[the due DATE for completion of all project works/activities by the Recipient]		
	Project Funding Agreement End Date	[the DATE the Project Funding Agreement period ends]		
13.Milestone Schedule	<b>Milestone No</b>	<b>Milestone Date</b>	<b>Milestone Requirements</b>	<b>Milestone Amount</b>
	1.	The Project Funding Agreement Commencement Date	(a) Provision of this Project Funding Agreement to the Recipient; (b) [INSERT]	XX% of the Project Funding
	2.	Various (the Recipient may submit multiple Payment Claims in respect of Milestone 2)	(a) Provision of a Payment Claim; (b) [INSERT]	XX% of the Project Funding or [N/A]

	3.	Within 3 months of the Project Completion Date	(a) Evidence that the Recipient has completed the Project (b) Provision of a Payment Claim (c) [INSERT].	Up to the total amount of any unpaid Project Funding or [N/A]
<b>14. Payment Claim Requirements</b>	[Provision of a payment claim and supporting materials in accordance with the payment claim requirements set out in the Program Guidelines.] or [N/A]			
<b>15. Eligible Project Costs</b>	[Eligible Project Costs as described as "Eligible Costs" in the Program Guidelines]			
<b>16. Ineligible Project Costs</b>	[Ineligible Project Costs means: <ul style="list-style-type: none"> <li>the costs described as "Ineligible Costs" in the Program Guidelines; and</li> <li>any costs identified in the Assessment Outcome Report as ineligible]</li></ul>			
<b>17. Reporting</b>	<b>Report Type</b>	<b>Report Contents and Form</b>	<b>Lodgement Timing</b>	
	Progress Report	In the form, and containing all information identified in, [the Program Guidelines] or [the Portal].	[DATE/s] or [N/A]	
	Final Report and Acquittal Report	In the form, and containing all information identified in [the Program Guidelines] or [the Portal].	[DATE/s] or [N/A]	
<b>18. Project Specific Bank Account Details (if any)</b>	Account Name			
	BSB			
	Account Number			
	Branch			
	Email (remittance)			
<b>19. Acknowledgement Requirements</b>	[Program or Project specific acknowledgement requirements and reference to the Program Guidelines.]			
<b>20. Special Conditions</b>				
By signing below, a Project Funding Agreement will be formed in accordance with clause 2.3 of the Head Agreement entered into between QRA and the Recipient on [DATE] in respect of the Project.				
<b>Signed</b> for and on behalf of the <b>Queensland Reconstruction Authority ABN 13 640 918 183</b> by a duly authorised officer in the presence of			<b>Signed</b> for and on behalf of the <b>Recipient</b> by a duly authorised officer in the presence of	
Signature of witness			Signature of witness	
Name of witness			Name of witness	
Signature of Authorised Person			Signature of Authorised Person	
Name of Authorised Person			Name of Authorised Person	
Date			Date	

## Attachment 1 - Project Description for [Insert Recipient Name]

QRA Submission No	Agency/Council Reference	Description	Submission Amount Requested	Submission Amount Ineligible	Submission Amount under Investigation	Submission Amount Eligible	Recipient Contribution	Project Funding Amount	Payment for Milestone No. 1		
									Advance Payment (expended or unexpended)	Cash Payment (Recipient Created Tax Invoice)	Total Project Funding
			\$	\$	\$	\$	\$	\$	\$	\$	\$





#### For more information

-  [www.qldreconstruction.org.au](http://www.qldreconstruction.org.au)
-  [info@qldra.org.au](mailto:info@qldra.org.au)
-  1800 110 841

## **PLANNING & BUILDING DEVELOPMENT REPORT**

**Meeting:** General 27 June 2018

**Date:** 26 April 2018

**Item Number:** L.2

**File Number:** D18/31343

**SUBJECT HEADING:** Amend the Maranoa Planning Scheme 2017 to adopt the proposed Local Government Infrastructure Plan (LGIP)

**Classification:** Open Access

**Name of Applicant:** N/A

**Location:** N/A

**Officer's Title:** Manager - Planning & Building Development

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### **Executive Summary:**

This report seeks Council's approval to amend the Maranoa Planning Scheme 2017 to adopt the Local Government Infrastructure Plan (LGIP).

### **Officer's Recommendation:**

That Council;

- (a) adopt and commence the proposed Local Government Infrastructure Plan amendment to the Maranoa Planning Scheme 2017 pursuant to section 287(2) of the *Planning Act 2016* and therefore section 117 of the *Sustainable Planning Act 2009* and step 8.1 of part 2.4B.1 of *Statutory Guideline 01/16 - Making and amending local planning instruments*.

And;

- (b) complete all actions remaining to finalise the adoption of the Local Government Infrastructure Plan amendment to the Maranoa Planning Scheme 2017.
- 

### **Background**

A Local Government Infrastructure Plan (LGIP) is the part of Council's Planning Scheme that identifies Council's plans for trunk infrastructure that is necessary to service urban development at the desired standard of service, in a coordinated, efficient and financially sustainable manner.

The purpose of a LGIP is to:

- Integrate infrastructure planning with the land use planning identified in the Planning Scheme;

- Provide transparency regarding a local government's intentions for the provision of trunk infrastructure;
- Enable a local government to estimate the cost of infrastructure provision to assist its long term financial planning;
- Ensure that trunk infrastructure is planned and provided in an efficient and orderly manner; and
- Provide a basis for the imposition of conditions about infrastructure on development approvals.

Local governments are required to include a compliant LGIP in their planning scheme if they intend to levy infrastructure charges or impose conditions on development for trunk infrastructure beyond 30 June 2018.

### **Maranoa Regional Council's LGIP**

Council commenced the process of preparing a LGIP under the now superseded Sustainable Planning Act 2009 (SPA), in accordance with *Statutory Guideline 04/14 Making and Amending Local Planning Schemes* (MALPI).

An initial compliance check of the draft document was completed by Council's appointed reviewer on 1 December 2017, after which conditional approval for Council to proceed to public notification was granted by the Minister on 5 April 2018. Minor amendments were made to the draft LGIP to address the Minister's conditions before commencing public notification. Public notification was carried out from 17 April 2018 to 31 May 2018. No submissions were received during this period and therefore no changes were made to the draft as a result.

A second independent review of the draft LGIP was completed by Council's appointed reviewer on 6 June 2018 (refer Attachment 1). The draft LGIP was subsequently referred to the Minister for a second review and approval to proceed to adoption. Approval for Council to adopt the proposed LGIP was granted by the Minister on 26 June 2018.

### **LGIP Adoption**

If Council resolve to adopt the LGIP it is required to undertake the following actions to finalise the LGIP adoption.

Council must:

1. Publish a public notice regarding the adoption and commencement of the LGIP in:
  - (a) the Gazette;
  - (b) a newspaper circulating in the Maranoa local government area (Western Star); and
  - (c) on Council's website.

2. Provide a copy of the LGIP, Schedule of Works Model, all extrinsic material and the appointed reviewer's checklist for the LGIP on the Council website; and
3. Give the Chief Executive of the *Planning Act 2016* a copy of the public notice referred to in item 1 above and an electronic copy of the entire Maranoa Planning Scheme with the adopted LGIP incorporated in the planning scheme, including associated maps.

The proposed LGIP is included as Attachment 3. The LGIP mapping can be viewed on the Council website: <http://www.maranoa.qld.gov.au/proposed-local-government-infrastructure-plan>

**Consultation (internal/external):**

Chris Adam, Strategic AM Pty Ltd (external)

Department of State Development, Manufacturing, Infrastructure and Planning (external)

Department of Transport and Main Roads (external)

Public notification of the LGIP was undertaken in accordance with *Statutory Guideline 04/14 - MALPI*.

Internal consultation occurred with all directorates of Council during the process of drafting the LGIP.

**Risk Assessment (Legal, Financial, Political etc.):**

If Council fails to adopt a LGIP by 30 June 2018 it will no longer have the ability to levy infrastructure charges or impose conditions on development to provide trunk infrastructure.

**Policy Implications:**

Upon adoption the LGIP will form part of the Maranoa Planning Scheme 2017. Council's existing adopted infrastructure charges resolutions will continue to have effect after 30 June 2018 as a result.

**Financial Resource Implications:**

Costs associated with preparing and adopting the LGIP have been accounted for in Council's Development Services operating budget (GL: 2011.2095.2001).

The deadline for adoption of the LGIP is 30 June 2018. If Council fails to adopt a compliant LGIP by the deadline, it will be unable to levy infrastructure charges on development or condition the provision of trunk infrastructure to service new development. This would result in Council's ratepayer base subsidising the full cost of trunk infrastructure works necessary to accommodate new development.

The proposed future trunk infrastructure works identified in the Schedule of Works Model align with Council's 2017/18 Revenue Statement and long term plans for the respective infrastructure networks.

**Link to Corporate Plan:**

Corporate Plan 2014-2019

Strategic Priority 7: Vibrant Communities, Beautiful Towns

7.1 Town Planning

7.1.1 Planning scheme

**Supporting Documentation:**

- |                     |   |           |
|---------------------|---|-----------|
| 1 <a href="#">↓</a> | LGIP Appointed Reviewer Statement of Compliance<br>second review Statement 2018 | D18/44643 |
| 2 <a href="#">↓</a> | 180605 - LGIP - Review Checklist (Second review -<br>MALPI)                     | D18/44645 |
| 3 <a href="#">↓</a> | LGIP  | D18/49779 |

**Report authorised by:**

Director - Development, Facilities & Environmental Services



## Second Compliance Check of Maranoa Regional Councils Local Government Infrastructure Plan (LGIP)

Prepared by: Chris Adam,  
Strategic AM Pty Ltd

Version	Date
Final	6 <sup>th</sup> June 2018

Reviewer name and signature

Chris Adam

Page 1  
Planning Act Form MGR5.2 – Appointed reviewer template statement  
Version 1.0—3 July 2017

## 1.1 Introduction

**Strategic AM Pty Ltds Chris Adam** has been engaged by **Maranoa Regional Council (MRC)** to undertake the Second Compliance Check of its proposed Local Government Infrastructure Plan (LGIP).

This review builds on the outcome of the First Compliance Check which was completed on 1<sup>st</sup> December 2017.

Strategic AM Pty Ltds Chris Adam is required to:

- (1) evaluate whether a proposed LGIP or amendment complies with the requirements outlined under the *Sustainable Planning Act (SPA)* and Statutory Guideline 03/14 including:
  - a. the SOW model requirements (Appendix C of Statutory Guideline 04/14);
  - b. the LGIP template (Appendix A of Statutory Guideline 04/14);
  - c. the LGIP Review Checklist<sup>1</sup> (Appendix D of Statutory Guideline 03/14); and
- (2) comply with the fundamental ethical principles of integrity, objectivity, professional competence, due care and professional behaviour when reviewing the LGIP; and
- (3) provide a written statement and the completed checklist to the local government detailing the findings of the compliance check.

## Scope exclusions

The following items are outside the scope of this review:

- A verification of the accuracy of individual inputs used in the preparation of an LGIP; and
- A review of the local government's Long Term Financial Forecast (LTFF) or Asset Management Plan (LTAMP) other than to determine the extent of their alignment with the LGIP.

## Compliance check process

The process used for the compliance check has been as follows:

**First Compliance Check (completed 1<sup>st</sup> December 2017)**

Stage	Description
<b>Engagement</b>	<ul style="list-style-type: none"> <li>• Engaged by Council 8<sup>th</sup> September 2017</li> <li>• Initial liaison with Council regarding data requirements (September –</li> </ul>

<sup>1</sup> Ministers correspondence (5<sup>th</sup> April 2018) has advised that, as the LGIP process commenced under the Sustainable Planning Act (SPA), then the process will be assessed against the requirements of SPA, hence the relevant checklist has been changed to that developed in Guideline 03/14 and not the updated MGR version.



Stage	Description
	<p>October 2017)</p> <ul style="list-style-type: none"> <li>• <b>Initial meeting</b> (including data collection) undertaken on 4<sup>th</sup> October 2017 (Attendees: <ul style="list-style-type: none"> <li>◦ Chris Tickner, Lead Town Planner</li> <li>◦ Kym Downey, Manager, Strategic Asset Management and Planning</li> <li>◦ Graham Sweetlove, Manager, Water Sewerage and Gas</li> <li>◦ Jessica Reiser, Planning Officer.</li> </ul> </li> <li>• Overview of documentation and <b>preliminary comment</b> 20<sup>th</sup> September and 18<sup>th</sup> November 2017;</li> <li>• Complete set of updated LGIP documentation (including latest SOW, LGIP Checklist, Extrinsic reports and mapping) provided 28<sup>th</sup> – 30<sup>th</sup> November 2017.</li> </ul>
<u>Review</u>	<ul style="list-style-type: none"> <li>• <b>Formal Review</b> of the Draft LGIP commenced 20<sup>th</sup> September 2017</li> <li>• <b>Initial comments</b> and request for additional information – 20<sup>th</sup> September and 18<sup>th</sup> November 2017</li> <li>• <b>Additional information</b> (principally on alignment of the SOW and LTFF) and updated LGIP (including amendment Extrinsic Reports and select PJFTIs) provided 28<sup>th</sup> – 30<sup>th</sup> November 2017.</li> </ul>
<u>Final report</u>	<ul style="list-style-type: none"> <li>• <b>Final report</b> issued on 1<sup>st</sup> December 2017</li> </ul>

Second Compliance Check (completed 6<sup>th</sup> June 2018)

Stage	Description
<u>Engagement</u>	<ul style="list-style-type: none"> <li>• <b>Engaged</b> by Council 1<sup>st</sup> June 2018</li> <li>• <b>Initial liaison</b> with Council regarding States Responses from the first state interest check and confirmation that there were no submissions from the public consultation process (31<sup>st</sup> May – 4<sup>th</sup> June 2018)</li> <li>• Receipt of complete set of updated LGIP documentation (1<sup>st</sup> – 5<sup>th</sup> June 2018) including: <ul style="list-style-type: none"> <li>◦ Draft Final LGIP;</li> <li>◦ Latest Schedule of Works (SOW) model;</li> <li>◦ Updated LGIP Checklist;</li> <li>◦ Extrinsic Reports;</li> <li>◦ Mapping.</li> </ul> </li> </ul>
<u>Review</u>	<ul style="list-style-type: none"> <li>• <b>Formal Review</b> of the Draft Final LGIP commenced 1<sup>st</sup> June 2018</li> </ul>



Stage	Description
<u>Final report</u>	• Second Compliance Check report issued on 6 <sup>th</sup> June 2018

The following local government personnel were involved in the compliance check:

Name	Title	Date of discussion (s)	Scope of discussion
Julie Reitano	CEO	29 <sup>th</sup> November	Strategic Basis of the LGIP including: • Alignment with the LTFF and LTAMP.
Danielle Pearn	Manager Planning & Building Development	First Compliance Check: 20 <sup>th</sup> Sept – 29 <sup>th</sup> Nov.	Strategic Basis of the LGIP including: • Councils Planning Vision • Growth Projections, • Development of the PIA • Constraints etc
Chris Tickner	Lead Town Planner	Second Compliance Check: 31 <sup>st</sup> May – 6 <sup>th</sup> June 2018	All aspects of the LGIP including: • Statutory document • Extrinsic Material's • Projections • Development of the PIA; • Mapping • Schemes of Works • Alignment with the LTFF and LTAMP; and • States correspondence relevant to the LGIP
Clair Alexander	Financial Modelling	29 <sup>th</sup> November	Alignment with the Long Term Financial Forecasts
Kym Downey	Manager, Strategic Asset Management and Planning	4 <sup>th</sup> October 2017	Specific discussion on key aspects of the LGIP including: • Development of the Schedules of Works (values, scope, timing etc) • Alignment of growth drivers and infrastructure demand;
Graham Sweetlove	Manager, Water Sewerage and Gas		• Structure of the LGIP and accompanying Planning reports
Jessica Reiser	Planning officer.		• Structure/content of the Mapping (PIA, PIFTIs) • Alignment of the LGIP with the LTAMP and LTFF

### Compliance check findings

As identified on the attached checklist, **Maranoa Regional Councils** Local Government Infrastructure Plan (LGIP) is materially compliant with the statutory requirements contained within Statutory guideline 03/14 - Local government infrastructure plans. Minor issues identified

during the review process were addressed in the draft version of the LGIP and supporting materials.

Council has provided details of discussions with State agencies (specifically DTMR and DILGIP).

Minor amendments have been suggested (refer below). However, these are not considered to have a material impact on the intent and function of the LGIP.

Items identified in the First Compliance Check (report of 1<sup>st</sup> December 2017)

Initial Comments	
Council to continue the process of alignment of the LGIP with Council Long-Term Asset Management Plan (LTAMP) and address minor issues with the Long Term Financial Forecast (LTFF).	Review Comments
Council have adopted a pathway for alignment of the Long-Term Asset Management Plans (LTAMPs) and Long Term Financial Forecasts (LTFF) with the LGIP over time	

## Items identified in the First State Interest Check

States Comments		Councils Response		Review Comment	
Formal advice from Minister (5 <sup>th</sup> April 2018)					
"...as the proposed LGIP process commenced under the Sustainable Planning Act 2009 (SPA), section 28(2) of the Planning Act provides that the process continues under SPA. Therefore, the proposed LGIP has been assessed against the requirements of SPA and for compliance with Statutory guideline 01/16: Making and amending local planning instruments (MALPI) and Statutory guideline 03/14: Local Government Infrastructure Plans"		Council has noted this advice and has amended the reviewer's checklist to reflect the requirements of Statutory Guideline 03/14 rather than the updated MGR version		Councils response is considered reasonable	
				Councils response is considered reasonable	
				Councils response is considered reasonable	
				Councils response is considered reasonable	
"include estimated construction dates for all future infrastructure items"		The Schedule of Works contained within the LGIP has been updated to provide estimates of construction dates for those trunk water, sewer and stormwater assets that were omitted in the draft document		Councils response is considered reasonable	
"remove public art for the park embellishments in the proposed LGIP"		The reference to public art has been removed from the LGIPs Desired Standards of Service.		Councils response is considered reasonable	
Email Correspondence of 1 June 2018					
Issue 1 – Future Infrastructure Items:		As above			
It is suggested that council review and include the estimated construction dates and reflect any consequential changes in the					

States Comments		Councils Response		Review Comment
<p>relevant parts of the draft LGIP.</p>		As above		
<p><b>Issue 2: Public artwork</b></p> <p>It is suggested that references to public art should be removed from the SOW model and draft LGIP. For example, references in Table 4.4.5.3 of the draft LGIP.</p>				
<p><b>Issue 3: Developable area</b></p> <p>To address this issue council may include extrinsic material which explains the planning scheme zonings included on the PIA maps represent the developable area (i.e. similar to the comments provided as part of the LGIP checklist) and also include a summary of the constraints considered in this process.</p>		<p>Additional description has been provided in the overall Planning Assumptions report as follows:</p> <p><b>2.3 Developable area</b></p> <p>For the purposes of the LGIP, the developable area is taken to be the area zoned for development, regardless of hazard overlays or other site constraints. To be clear, where an area is zoned for urban development it is assumed that that area can be developed to the full extent allowed for by the Zone despite any Overlay or other constraint. The developable area has been defined on the basis that the Planning Scheme does not prohibit development. The zones contained in the Planning Scheme provide the location of the preferred types of land uses in the Planning Scheme area. The Zones area are identified in Part 6 of the Planning Scheme, and each Zone category provides performance and acceptable outcomes for preferred types of land uses.</p>		Councils response is considered reasonable
<p><b>Issue 4: LGIP development type alignment</b></p> <p>Council may want to consider aligning the development types across the LGIP or include an explanation in the extrinsic material for how the development types were accounted for in the planning</p>		<p>The structure of tables in Schedule 3 are consistent with the mandated template and the content is consistent with that applied by other Local Governments</p>		Councils response is considered reasonable



Review Comment	Councils Response	States Comments
		process.
Councils response is considered reasonable	Section 4.2 of the LGIP has been modified to refer to 2011 as the base year for projections to ensure consistency with Schedule 3 and the SOW.	<p><b>Issue 5: Base year consistency</b></p> <p>No action is recommended as the main components of the LGIP identify the base year is 2011, however council may want to provide clarity by addressing this discrepancy throughout the documentation.</p>
Councils response is considered reasonable	<p>Minor issues in the calculation and allocation of existing assets have been reviewed and addressed. The scope and cost (2016) of existing infrastructure has been corrected resulting in an updated "summary cost schedule". Its relevant to note that the summary cost schedule is internally consistent in its application of 2016 as the base year for demand and provision of infrastructure.</p>	<p><b>Issue 6: Existing Infrastructure values</b></p> <p>Council may want to amend the SOW model to address the valuation at 2016 and include all existing infrastructure values in the summary cost schedule.</p>

## Conclusions

The outcomes from the review suggest that **Maranoa Regional Councils** Local Government Infrastructure Plan (LGIP) is materially compliant with the requirements of the states guidelines for such a document.

## Recommendations

Strategic AM Pty Ltds Chris Adam recommends to the Maranoa Regional Council that the LGIP should proceed subject to the minor conditions identified below.

## Recommended conditions to be imposed

We suggest the following minor amendments be considered in the further development of the Local Government Infrastructure Plan:

- Council to continue the process of alignment of the LGIP with Council Long-Term Asset Management Plan (LTAMP) and address minor issues with the Long Term Financial Forecast (LTFF).

## Appendix D – LGIP Checklist

Appendix D is part of Statutory Guideline 03/14 – Local government infrastructure plans

Review principles:									
<ul style="list-style-type: none"> <li>A reference in the checklist to the LGIP Template is taken to include a relevant reference to the SPA, statutory guideline for LGIPs, statutory guideline for MALPI or the Queensland Planning Provisions (QPP).</li> <li>Compliance requirements are not limited to the requirements listed in the checklist.</li> </ul>									
Local government infrastructure plan (LGIP) checklist				To be completed by local government		To be completed by appointed reviewer			
LGIP guideline outcome	LGIP component	Number	Requirement	Requirement met (yes/no)	Local government comments	Compliance (yes/no)	Justification	Corrective action description	Recommendation
The LGIP is consistent with the legislation and statutory guideline for LGIPs	All	1.	The LGIP sections are ordered in accordance with the LGIP template.	Yes	The LGIP has been prepared in accordance with LGIP template (Appendix A of Statutory guideline 03/14).	Yes	Structure of the draft LGIP aligns with the States template		LGIP may proceed
		2.	The LGIP sections are correctly located in the planning scheme.	Yes	The LGIP will form Part 4 of the Planning Scheme. The LGIP sections have been sequentially ordered to reflect the formatting of the Planning Scheme.	Yes	The Maranoa Planning Scheme has made provision for the LGIP to be incorporated into section 4, consistent with the format of the Queensland Planning Provisions.		LGIP may proceed
		3.	The content and text complies with the mandatory components of the LGIP template.	Yes	The content and text of the LGIP is consistent with the State's LGIP template.	Yes	Minor amendments to the LGIP template have been addressed as part of the review.		LGIP may proceed
		4.	Text references to numbered paragraphs, tables and maps are correct.	Yes	Text references to numbered paragraphs, tables and maps are correct.	Yes			LGIP may proceed
	Definitions	5.	Additional definitions (to those in the QPP) do not conflict with statutory requirements.	N/A	No additional definitions have been included.	Yes	No additional definitions have been included in the LGIP		LGIP may proceed
	Preliminary section	6.	The drafting of the Preliminary section is consistent with the LGIP template.	Yes	All LGIP sections are consistent with the LGIP template.	Yes	Minor amendments to the LGIP template were addressed as part of the review.		LGIP may proceed
		7.	All five trunk networks included in the LGIP. If not, which networks are excluded? Why have these networks been excluded?	Yes	*Where a network is unavailable in an urban area it has been excluded.	Yes	All five (5) trunk networks have been included in the LGIP		LGIP may proceed
	Planning assumptions - structure	8.	The drafting of the Planning assumptions section is consistent with the LGIP template.	Yes		Yes	Minor amendments to the LGIP template were addressed as part of the review.		LGIP may proceed
		9.	All the projection areas listed in the tables of projections are shown on the relevant maps and vice versa.	Yes	Maps reflect all urban catchment areas.	Yes	Projection areas listed in the Tables 3.1, 3.2, 3.4 and 3.5 are readily identifiable on the relevant maps.  The Priority Infrastructure Areas (PIAs) specifically reflect each of the four (4) townships which are listed on the projection tables. These PIAs have been defined in the associated Planning Assumptions report as the areas within the region where growth is anticipated.		LGIP may proceed
		10.	All the service catchments listed in the tables of projected infrastructure demand are identified on the relevant PFTI maps and vice versa.	Yes	All service catchment areas are included.	Yes	Service catchments are illustrated for each trunk infrastructure type and each area (as relevant).		LGIP may proceed

Planning assumptions - methodology	11.	The population and dwelling projections reflect those prepared by the Qld Government Statistician (as available at the time of preparation).	Yes	Population and dwelling projections and rationale are contained in – LGIP - Planning Assumptions November 2017 prepared by MRC. The projections have been prepared based on ABS and QGSO statistics and has been refined to reflect development trends in the local government area.	Yes	The accompanying Planning Assumptions Report provides a succinct overview of how the residential and non-residential projections have been developed based on ABS and QGSO figures. A comparison of population figures (with the current regional profile) reconciles well for the period 2011-2021. In outer years, Council has adopted a marginally higher growth rate.		LGIP may proceed
	12.	The employment and non-residential development projections align with the available economic development studies, other reports about employment or historical rates for the area.	Yes	Employment projections and rationale are contained in – LGIP - Planning Assumptions November 2017 prepared by MRC.	Yes			LGIP may proceed
	13.	The developable area excludes all areas affected by absolute constraints such as steep slopes, conservation and flooding.	N/A	It has been assumed that development can occur in accordance with the applicable zoning, and on the assumption that there is no prohibited development in the planning area.	Yes	Additional explanation has been included in the general Planning Assumptions report to clarify the “developable Area” as follows “... the developable area is taken to be the area zoned for development, regardless of hazard overlays or other site constraints..... where an area is zoned for urban development it is assumed that that area can be developed to the full extent allowed for by the Zone despite any Overlay or other constraint..... The Zones area are identified in Part 6 of the Planning Scheme, and each Zone category provides performance and acceptable outcomes for preferred types of land uses.”		LGIP may proceed
	14.	The planned densities reflect realistic levels and types of development having regard to the planning scheme provisions and current development trends.	Yes	The planned densities take into account Planning scheme provisions and current development trends. Refer to LGIP - Planning Assumptions May 2017.	Yes	Planned density projections reflect local conditions and are broadly consistent with figures applied by other Regional Local Governments		LGIP may proceed
	15.	The planned densities account for land required for local roads and other infrastructure.	Yes	Development densities per hectare take into account land for local roads and other infrastructure.	Yes	The accompanying Planning Assumption reports provide a succinct summary of how the development densities accommodate land required for roads and other infrastructure provision.		LGIP may proceed
	16.	The population and employment projection tables identify “ultimate development” in accordance with the QPP definition.	Yes	Ultimate development has been determined in accordance with the defined term in the Statutory guidelines.	Yes	The methodology for determining ultimate projections is summarised in the Planning Assumptions Report and links to the Planning Scheme. The approach taken meets the intent of the LGIP		LGIP may proceed
	17.	Based on the information in the projection tables and other available material, it is possible to verify the remaining capacity to accommodate growth, for each projection area.	Yes	Using areas zoned for development and based on maximum densities, it is possible to determine remaining capacity to accommodate growth for each projection area.	Yes	The LGIP Tables of projected growth (Tables 3.1, 3.2,3.4 and 3.5) clearly identify Councils expectations for growth within the PIA areas as well as growth outside the 15-year horizon.  Together with the PIA mapping, it is possible to identify remaining capacity within each PIA area		LGIP may proceed
	18.	The planning assumptions reflect an efficient, sequential pattern of development.	Yes		Yes	Councils rationale for developing a PIA that prescribes a sustainable pattern of development is outlined in its “Planning Assumptions” report of June 18. This includes a succinct rationale for selection of the PIA, growth assumptions, infrastructure demand and scope of trunk infrastructure which has		LGIP may proceed



						been reconciled with the Long Term Financial Forecast (LTFF)		
	19.	Has the Department of Transport and main Roads or any relevant distributor-retailer been consulted in the preparation of the LGIP? What was the outcome of the consultation?	Yes	Meeting was held with DTMR local office in Roma on 10.10.17. Discussed the purpose of the LGIP. No major issues raised and MRC has maintained communication with DTMR throughout the Ministers review and public notification periods.	Yes	Detailed notes from consultation with DTMR on 10 <sup>th</sup> October 2017 has been provided. This record confirms Councils advice that TMR staff are broadly satisfied with the LGIP.		LGIP may proceed
Planning assumptions - demand	20.	The infrastructure demand projections are based on the projections of population and employment growth.	Yes	Refer to the LGIP background reports prepared by MRC for all infrastructure networks.	Yes	Councils LGIP Assumptions Report for each infrastructure type provides a succinct synopsis of the link between the demand assumptions contained in the LGIP and the infrastructure demand projections. In most cases this includes a detailed breakdown of demand by land use type for non-residential development.		LGIP may proceed
	21.	The demand generation rates align with accepted rates and/or historical data.	Yes		Yes	Infrastructure units of demand are consistent with those identified in the "Guidance for the Minister's Guidelines and Rules" as follows: <ul style="list-style-type: none"> <li>• Transport – vpd/dev ha</li> <li>• Water and Sewerage – EP/dev ha</li> <li>• Stormwater – Impervious Ha/dev ha</li> <li>• Parks – ha/1000 people</li> </ul> Demand generation rates for residential uses (trips at 9vpd/ET; imp ha water and sewer (2.6-3EP/ET) and parks (3.6ha/1000) are consistent with accepted standards.		LGIP may proceed
	22.	The service catchments used for infrastructure demand projections are identified on relevant PFTI maps and demand tables.	Yes		Yes	Service catchments for each trunk infrastructure types are identifiable using colour coding on the PIFTIs and cover the PIA		LGIP may proceed
	23.	The service catchments for each network cover, at a minimum, the PIA.	Yes		Yes			LGIP may proceed
	24.	The Asset Management Plan and Long Term Financial Forecast align with the LGIP projections of growth and demand. If not, is there a process underway to achieve this?	Yes	Council will continue to implement practices to maintain consistency between the long term financial plan and the LGIP.	Yes	Councils Long Term Financial Forecast (LTFF) includes the scope of trunk infrastructure identified in the LGIP at the project level. This is specifically the case for Water Supply, Sewerage, Roads and Parks/Land for community services. In the case of Stormwater, the SOW aligns with the LTFF for those projects for which Council has secured capital funding assistance. Council has advised that they intend to secure funding for all items in the SOW. However, at this stage not all long-term stormwater items are included in the LTFF. The scale of the difference is not considered to be material and Council has outlined a process for alignment of the LTFF with the LGIP which is consistent with the intent of the Ministers Guidance on this issue  Councils existing LTAMPs are not currently aligned with the LGIP. However, Council has a process for alignment of the LGIP and the LTAMPs which is consistent with the requirements of the Ministers Guidelines for this item.	Council to continue with the process of maintaining alignment of the LTFF with the LGIP for those items (of SW infrastructure) for which funding assistance has not yet been secured.  Council to continue with the process of aligning the LTAMPs with the LGIP	LGIP may proceed

Priority infrastructure area (PIA)	25.	The drafting of the PIA section is consistent with the LGIP template.	Yes	Drafting of the PIA section is consistent with the LGIP template.	Yes	The LGIP is consistent with the States template		LGIP may proceed
	26.	Text references to PIA map(s) are correct.	Yes	Text references to PIA map(s) are correct.	Yes	References in the SOW align to those in the PFTIs. Minor errors identified in the review process have been addressed		LGIP may proceed
	27.	The PIA boundary shown on the PIA map is legible at a lot level and the planning scheme zoning is also shown on the map.	Yes	The PIA boundary is clearly shown on the applicable maps.	Yes	The PIA is shown in a series of maps which facilitate identification at the lot level  The Planning Scheme zoning is included on the PIA maps. Two individual lots zoned "rural residential" were identified and discussed as part of the review. Council advised that these sites have previously been zoned residential and are used for industrial activities. Both are serviced by all five (5) trunk infrastructure types. As such, given their small size and the fact that, from a functional perspective, the sites are being used in a manner consistent with their inclusion in the PIA, these sites have been retained on the mapping.		LGIP may proceed
	28.	The PIA includes all areas of existing urban development serviced by all relevant trunk infrastructure networks at the time the LGIP was prepared.	Yes		Yes	The PIA includes all areas which have been identified as having growth potential and which are currently serviced by trunk infrastructure.  Councils process for determining its PIA is outlined in its Planning Assumption Report		LGIP may proceed
	29.	The PIA accommodates growth for at least 10 years but no more than 15 years.	Yes	Projections are to 2031.	Yes	Information contained in the extrinsic materials demonstrate that the PIA includes sufficient greenfield and infill capacity to accommodate projected growth over a 15-year planning horizon		LGIP may proceed
	30.	Are there areas outside the PIA for which the planning assumptions identify urban growth within the next 10 to 15 years? If so, why have these areas been excluded from the PIA?	N/A	Sufficient area in each PIA to accommodate growth. Population growth outside the PIA are expected to remain relatively stable.	Councils response is compliant – refer Q 27			LGIP may proceed
	31.	The PIA achieves an efficient, sequential pattern of development.	Yes		Yes	The PIA aligns with the settlement pattern prescribed on the Planning Scheme and has been developed as a least cost probable pathway for growth. As outlined above, the scope of trunk infrastructure has been included in the LTFF.		LGIP may proceed
Desired standards of service (DSS)	32.	The drafting of the DSS section is consistent with the LGIP template.	Yes		Yes	The Desired Standards of Service (DSS) Includes both qualitative and quantitative design criteria for all networks covered under this LGIP. The quantitative criteria are typically referenced to the Capricorn Municipal Development Guidelines which are an accepted industry standard for the region.		LGIP may proceed
	33.	The DSS section states the key planning and design standards for each network.	Yes		Yes	Key design criteria are readily identifiable either in the LGIP itself or in the externally referenced Capricorn Municipal Development Guidelines		LGIP may proceed
	34.	The DSS reflects the key, high level industry standards, regulatory and statutory guidelines and codes, and planning scheme policies about infrastructure.	Yes		Yes			LGIP may proceed
	35.	There is alignment between the relevant levels of service stated in the local government's Long-Term Asset Management Plan (LTAMP) and the LGIP.	Yes	The LGIP aligns with the Asset Management Plans prepared by MRC.	Yes	Councils proposal to align the LTAMPs with the LGIP is consistent with its obligations	Council to continue with the process of aligning the LTAMPs with the LGIP	LGIP may proceed

			If not, is there a process underway to achieve this?					
Plans for trunk infrastructure (PFTI) – structure and text	36.	The drafting of the PFTI section is consistent with the LGIP template.	Yes		Yes	Separate map sets are provided for each trunk infrastructure network		LGIP may proceed
	37.	PFTI maps are identified for all networks listed in the Preliminary section.	Yes		Yes	PIFTI Maps use different colours to identify existing and proposed works		LGIP may proceed
	38.	PFTI schedule of works summary tables for future infrastructure are included for all networks listed in the Preliminary section.	Yes		Yes	SOW tables are included in the LGIP in a format consistent with the states guidelines.  Works contained in the SOW tables are readily identifiable on the PIFTI maps. Minor misalignments have been addressed as part of the review.		LGIP may proceed
PFTI – Maps [Add rows to the checklist to address these items for each of the networks]	39.	The maps clearly identify the existing and future trunk infrastructure networks distinct from each other.	Yes		Yes	Separate map sets are provided for each trunk infrastructure network  PIFTI Maps use different colours to identify existing and proposed works		LGIP may proceed
	40.	The service catchments referenced in the SOW model and infrastructure demand summary tables are shown clearly on the maps.	Yes		Yes	Service catchments are identifiable on the PIFTIS through the application of colour coding		LGIP may proceed
	41.	Future trunk infrastructure components are identified (at summary project level) clearly on the maps including a legible map reference.	Yes		Yes	Works contained in the SOW tables are readily identifiable on the PIFTI maps. Minor misalignments have been addressed as part of the review.		LGIP may proceed
	42.	The infrastructure map reference is shown in the SOW model and summary schedule of works table in the LGIP.	Yes		Yes			LGIP may proceed
Schedules of works [Add rows to the checklist to address these items for each of the networks]	43.	The schedule of works tables in the LGIP complies with the LGIP template.	Yes	The schedule of works tables in the LGIP are consistent with the LGIP template and applicable State guidelines.	Yes	SOW tables are included in the LGIP in a format consistent with the states guidelines.		LGIP may proceed
	44.	The identified trunk infrastructure is consistent with the SPA and LGIP guideline.	Yes	The schedule of works tables in the LGIP are consistent with the applicable State legislation and guidelines.	Yes	The associated Extrinsic reports developed for each infrastructure type provide a succinct overview of the scope, need, timing and cost of key trunk infrastructure elements required to ensure service delivery.		LGIP may proceed
	45.	The existing and future trunk infrastructure identified in the LGIP is adequate to service at least the area of the PIA.	Yes		Yes			LGIP may proceed
	46.	Is there alignment of the scope, estimated cost and planned timing of proposed trunk capital works contained within the Schedule of Works and the relevant inputs of the LTAMP and LTFF? If not, is there a process underway to achieve this?	Yes		Yes	There is alignment in the scope, timing and cost of trunk infrastructure identified in the LGIP, SOW and PIFTIS.  Councils proposed process for alignment of the LGIP with the LTAMP is consistent with the requirements of the Ministers Guidelines for this item	Council to continue with the process of aligning the LTAMPs with the LGIP	LGIP may proceed
	47.	The cost of trunk infrastructure identified in the SOW model and schedule of works tables is consistent with legislative requirements.	Yes		Yes	Councils LGIP and LTFF align at the project level for all trunk infrastructure items. This is specifically the case for Water Supply, Sewerage, Roads and Parks/Land for community services. In the case of Stormwater, the SOW aligns with the LTFF for those projects for which Council has secured capital funding assistance. Council has advised that they intend to secure funding for all items in the SOW. However, at this stage not all long-term stormwater items are included	Council to continue with the process of maintaining alignment of the LTFF with the LGIP	LGIP may proceed

							in the LTFF. The scale of the difference is not considered to be material and Council has outlined a process for alignment of the LTFF with the LGIP which is consistent with the intent of the Ministers Guidance on this issue.	for those items (of SOW infrastructure) for which funding assistance has not yet been secured.	
	SOW model	48.	The submitted SOW model is consistent with the model included with the statutory guideline for LGIPs.	Yes	Council has used the SOW template and populated the required fields accordingly.	Yes	Council has applied the current version of the SOW Model.		LGIP may proceed
		49.	The SOW model has been prepared and populated consistent with the statutory guideline for LGIPs and its User manual for the SOW model.	Yes		Yes	Assumptions on contingency rates default to the states baseline assumption. Project Owners costs are accommodated in the baseline valuations. Minor issues in valuation were addressed as part of the review		LGIP may proceed
	Extrinsic material	50.	All relevant background studies and reports in relation to the preparation of the LGIP are available and identified in the list of extrinsic material in the LGIP guideline.	Yes	Six background reports have been prepared by Council in support of the LGIP. Each background report references internal and external resources and includes a methodology about how the components and assumptions of the LGIP were formulated.	Yes	Council has identified its key external reference materials. Primary references are Councils own reports in the Planning and Infrastructure Assumptions which specifically address the requirements for development of an LGIP		LGIP may proceed

- iii. stormwater;
- iv. transport;
- v. public parks and land for community facilities;

(e) provides a list of supporting documents that assist in the interpretation of the local government infrastructure plan in the extrinsic material at the end of Section 4.

#### **4.2 Planning assumptions**

(1) The planning assumptions state the assumptions about:

- (a) population and employment growth; and
- (b) the type, scale, location and timing of development including the demand for each trunk infrastructure network.

(2) The planning assumptions together with the desired standards of service form the basis for the planning of the trunk infrastructure networks and the determination of the priority infrastructure area.

(3) The planning assumptions have been prepared for:

- (a) the base date 2011 and the following projection years to accord with future Australian Bureau of Statistics census years:
  - i. mid 2016;
  - ii. mid 2021;
  - iii. mid 2026; and
  - iv. mid 2031
- (b) the LGIP development types in column 2 that include the uses in column 3 of Table 4.1.
- (c) the projection areas identified in Schedule 3 Local government infrastructure plan mapping and tables.

## Part 4 Local government infrastructure plan

### 4.1 Preliminary

- (1) This Local Government Infrastructure Plan (LGIP) has been prepared in accordance with the requirements of the *Sustainable Planning Act 2009*.
- (2) The purpose of the LGIP is to:
  - (a) integrate infrastructure planning with the land use planning identified in the planning scheme;
  - (b) provide transparency regarding a local government's intentions for the provision of trunk infrastructure;
  - (c) enable a local government to estimate the cost of infrastructure provision to assist its long term financial planning;
  - (d) ensure that trunk infrastructure is planned and provided in an efficient and orderly manner; and
  - (e) provide a basis for the imposition of conditions about infrastructure on development approvals.
- (3) The local government infrastructure plan:
  - (a) states in Section 4.2 (planning assumptions) the assumptions about future growth and urban development including the assumptions of demand for each trunk infrastructure network;
  - (b) identifies in Section 4.3 (priority infrastructure area) the prioritised area to accommodate urban growth up to 2031;
  - (c) states in Section 4.4 (desired standards of service) for each trunk infrastructure network the desired standard of performance;
  - (d) identifies in Section 4.5 (plans for trunk infrastructure) the existing and future trunk infrastructure for the following networks (where applicable):
    - i. water supply;
    - ii. sewerage;





Table 4.1 - Relationship between LGIP development categories, LGIP development types and uses

Column 1 LGIP development category	Column 2 LGIP development type	Column 3 Uses
Residential development	Attached dwelling	Dual occupancy Multiple dwelling Accommodation Units Community residence Dwelling unit Home based business Retirement facility Residential care facility Rooming accommodation Rural workers accommodation Short-term accommodation Special industry
	Detached dwelling	Dwelling house Caretakers accommodation Home based business Rural workers accommodation
	Residential (temporary)	Relocatable home park Non-resident workforce



Non-residential development	Commercial	Agricultural supplies store Brothel Car wash Community care centre Function facility Funeral parlour Health care services Office Outdoor sales Parking Station Sales office Service industry Service station Shopping Centre Showroom Theatre Veterinary services Warehouse
	Community purpose	Community use Cemetery Child care centre Club Community Use Crematorium Educational establishment Emergency services Hospital Place of worship
	Industry	Extractive industry High impact industry Low impact industry

		Marine Industry Medium impact industry Renewable energy facility Research and technology industry Rural industry Wholesale nursery Winery
	Intensive Agriculture	Aquaculture Animal husbandry Animal keeping Aquaculture Cropping Intensive animal industry Intensive horticulture Stock sales yard
	Recreation	Indoor sport and recreation Major sport, recreation and entertainment facility Motor sport facility Nature-based tourism Outdoor sport and recreation Park
	Retail	Adult Store Bar Food and drink outlet Hotel Nightclub entertainment facility Shop Shopping centre Showroom Garden Centre Hardware and trade supplies

		Market Nightclub entertainment facility
	Tourist facility	Nature-based tourism Resort complex Tourist attraction Tourist park
	Transport and storage depot	Air services Landing Port services Transport depot
	Utility	Substation Telecommunications facility Utility installation
	Other	Detention facility Environmental facility Outstation Permanent plantation Roadside stall

- (4) Details of the methodology used to prepare the planning assumptions are stated in the extrinsic material.

#### 4.2.1 Population and employment growth

- (1) A summary of the assumptions about population and employment growth for planning scheme area is stated in Table 4.2—Population and employment assumptions summary.

Table 4.2—Population and employment assumptions summary

Column 1 Description	Column 2 Assumptions					
	2011	2016	2021	2026	2031	Ultimate Population
<b>Population</b>	13,146	14,124	14,592	15,378	16,254	28,453
<b>Employment</b>	5,992	6,495	6,729	7,133	7,586	12,741

- (2) Detailed assumptions about growth for each projection area and LGIP development type category are identified in the tables in Schedule 3 Local government infrastructure plan mapping and tables:
- (a) for population, Table 3.1—Existing and projected population
  - (b) for employment, Table 3.2—Existing and projected employees

#### 4.2.2 Development

- (f) The developable area is identified on Local Government Infrastructure Plan Maps LGIP-PIA 01 to LGIP-PIA-04.
- (g) The planned density for future development is stated in Table 3.3 in Schedule 3—Local government infrastructure plan mapping and tables.
- (h) A summary of the assumptions about future residential and non-residential development for the planning scheme area is stated in Table 4.3 - Residential dwellings and non-residential floor space assumptions summary.

Table 4.3 - Residential dwellings and non-residential floor space assumptions summary

Column 1 Description	Column 2 Assumptions						
		2011	2016	2021	2026	2031	Ultimate development
Residential dwellings	No.	5,417	5,894	6,081	6,380	6,703	11,565
Non-residential floor space	(GFA m <sup>2</sup> )	276,070	304,560	317,560	340,440	365,330	646,830

- (i) Detailed assumptions about future development for each projection area and LGIP development type are identified in the following tables in Schedule 3 Local government infrastructure plan mapping and tables:
  - (c) for residential development, Table 3.4.
  - (d) for non-residential development, Table 3.5

#### 4.2.3 Infrastructure demand

- (1) The demand generation rate for a trunk infrastructure network is stated in Column 4 of Table 3.3 in Schedule 3 Local government infrastructure plan mapping and tables.
- (2) A summary of the projected infrastructure demand for each service catchment is stated in:
  - (a) for the water supply network, Table 3.6
  - (b) for the sewerage network, Table 3.7
  - (c) for the stormwater network, Table 3.8
  - (d) for the transport network, Table 3.9

(e) for the parks and land for community facilities network, Table 3.10

#### 4.3 Priority infrastructure area

- (1) The priority infrastructure area identifies the area prioritised for the provision of trunk infrastructure to service the existing and assumed future urban development up to 2031.
- (2) The priority infrastructure area is identified on Local Government Infrastructure Plan maps LGIP-PIA-01 to LGIP-PIA-04.

#### 4.4 Desired standards of service

- (1) This section states the key standards of performance for a trunk infrastructure network.
- (2) Details of the standard of service for trunk infrastructure networks are identified in the extrinsic material.

##### 4.4.1 Water supply network desired standards of service

- (1) The desired level of service for the water supply network is detailed in Table 4.4.1.1.
- (2) The desired water supply network design criteria is contained in Table 4.4.1.1 (a).
- (3) Council aims to provide a reticulated potable water supply to meet the demands of consumers and firefighting requirements.

**Table 4.4.1.1 – Water supply network desired standard of service**

Measure	Planning Criteria	Design Criteria
Reliability/continuity of supply	Design the water supply network in accordance with adopted standards to provide a reliable supply of potable water with minimal interruptions to service and minimise non-revenue water loss.	<i>Maranoa Planning Scheme 2017</i>  Capricorn Municipal Development Guidelines – Design and Construction Guidelines Water Supply Network

		National Health and Medical Research Council (NHMRC) Australian drinking water guidelines  <i>The Water Supply (Safety and Reliability) Act 2008</i>
Adequacy of supply	All development is provided with a reliable water supply that is adequate for the intended use.	<i>Maranoa Planning Scheme 2017</i>  Capricorn Municipal Development Guidelines – Design and Construction Guidelines  <i>The Water Supply (Safety and Reliability) Act 2008</i>
Quality of supply	The environmental impacts of the water supply network is monitored and managed in order to maintain the reliability and adequacy of supply and to minimise environmental impacts.	National Health and Medical Research Council (NHMRC) Australian drinking water guidelines
Environmental impacts	The environmental impacts of the water supply network are minimised in accordance with applicable statutory requirements and community expectations.	<i>Maranoa Planning Scheme 2017</i>  <i>Environmental Protection Act 1994</i>  <i>Water Act 2000</i>
Pressure and leakage management	The water network is monitored and managed to maintain the reliability and adequacy of supply and to minimise environmental impacts.	<i>Maranoa Planning Scheme 2017</i>  <i>Water Act 2000</i>

Infrastructure design/planning standards	Design of the water supply network will comply with established codes and standards.	<i>Maranoa Planning Scheme 2017</i> Capricorn Municipal Development Guidelines – Design and Construction Guidelines
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Table 4.4.1.1 (a) – Water supply network design criteria

Criteria	Performance Measure
Average day demand	650 litres per equivalent person per day
Minimum Network Pressure	20m
Maximum pressure	50m
Absolute maximum pressure	80m
Fire flow performance for Residential demand	15l/s for 2 hours duration, (3 stories or less)
Fire flow performance for Commercial demand	30l/s for four hours duration



#### 4.4.2 Sewerage network desired standard of service

- (1) The desired standards of service for the sewerage network are detailed in Table 4.4.2.1.
- (2) The desired sewer supply network design criteria is contained in Table 4.4.2.1 (a).
- (3) The reticulated sewer supply is to be designed to meet the demands of consumers and applicable environmental standards.
- (4) The sewerage system is to be designed to transport sewerage from residential, commercial and industrial properties using gravity flow pipes and where this is not possible by pumping to the treatment plant.

**Table 4.4.2.1 –Sewer supply network desired standards of service**

Measure	Planning Criteria	Design Criteria
Reliability/continuity of supply	Design the sewer network in accordance with adopted standards to provide reliable sewerage collection, treatment and disposal.	<i>Maranoa Planning Scheme 2017</i>  Capricorn Municipal Development Guidelines – Sewerage Network Design and Construction Guidelines
Quality of treatment	All development is provided with a reliable and effective sewerage service that is adequate for the intended use.	<i>Maranoa Planning Scheme 2017</i>  Capricorn Municipal Development Guidelines – Sewerage Network Design and Construction Guidelines  <i>Environmental Protection Act 1994</i>  <i>Environmental Authority</i>

Environmental impacts	The environmental impacts of the water supply network are minimised in accordance applicable statutory requirements and community expectations.	<i>Maranoa Planning Scheme 2017</i> <i>Environmental Protection Act 1994</i> <i>Environmental Authority</i>
Effluent reuse	Reuse effluent wherever practicable and in accordance with regulatory provisions and community expectations.	<i>The Water Supply (Safety and Reliability) Act 2008</i> <i>Environmental Protection Act 1994</i> <i>Queensland Water Recycling Guidelines - December 2005</i> <i>Environmental Authority</i>
Infrastructure design/planning standards	Design the sewerage network to comply with established codes and standards.	<i>Maranoa Planning Scheme 2017</i>  Capricorn Municipal Development Guidelines – Sewerage Network Design and Construction Guidelines  <i>The Water Supply (Safety and Reliability) Act 2008</i>

Table 4.4.2.1 (a) - Sewer supply network desired standards of service

Criteria	Performance Measure
Average dry weather flow	200 litres per day per equivalent person

Pumping Station and Rising Mains		
Minimum velocity	1.5m/s	
Maximum velocity	3.5m/s	
Gravity Mains		
Minimum velocity	0.7m/s	
Maximum velocity	0.2m/s	
Minimum grade	Sewer Size (mm)	Minimum Grade
	150	1:150
	225	1:290
	300	1:420
	375	1:570

#### 4.4.3 Stormwater drainage network desired standards of service

- (1) The desired standards of service for the stormwater network service are contained in Table 4.4.3.1.
- (2) The stormwater drainage system is to collect and convey stormwater through respective catchment areas while causing minimal damage to people or property.

**Table 4.4.3.1 Stormwater network desired standards of service**

Measure	Planning Criteria	Design Criteria
Quantity	Collect and convey stormwater in natural and natural engineered channels, piped drainage network and overland flow paths to a lawful point of discharge, in a safe manner that protects life and property.	<i>Maranoa Planning Scheme 2017</i>  Capricorn Municipal Development Guidelines – Stormwater Drainage Design and Construction Guidelines  Queensland Urban Drainage Manual

Quality	Water quality is managed to protect environmental values and pose no health risk to the community.	<i>Maranoa Planning Scheme 2017</i>  Capricorn Municipal Development Guidelines – Stormwater Drainage Design and Construction Guidelines  State Planning Policy Guidelines State Interest
Environmental impacts	The environmental impacts of the stormwater network are minimised in accordance applicable statutory requirements and community expectations.	<i>Maranoa Planning Scheme 2017</i>  <i>Environmental Protection Act 1994</i>  Capricorn Municipal Development Guidelines – Stormwater Drainage Design and Construction Guidelines
Infrastructure design/planning standards	Design of stormwater network will comply with established codes and standards.	<i>Maranoa Planning Scheme 2017</i>  Capricorn Municipal Development Guidelines – Stormwater Drainage Design and Construction Guidelines

#### 4.4.4 Transport network desired standards of service

- (1) The transport network consists of roads and pedestrian and cycle networks.
- (2) The desired standards of service are contained on Table 4.4.4.1 outline below.

Table 4.4.4.1 Transport network desired standards of service

Measure	Planning Criteria	Design Criteria
Road network design/planning standards	The road network provides a functional urban and rural hierarchy that supports settlement patterns, commercial and economic activities and freight movement.	<i>Maranoa Planning Scheme 2017</i>  Maranoa Regional Council Registers of Roads and Road Policies  Capricorn Municipal Design Guidelines – Geometric Road Design
Cycleway and pathway design/planning standards	Cycleways and pathways provide a safe, attractive and convenient network that provides acceptable travel alternatives.	<i>Maranoa Planning Scheme 2017</i>

#### 4.4.5 Public parks and land for community facilities network

- (1) The desired standard of service for the parks and land for community facilities is to;
- (a) provide recreational and sporting parks in line with current and emerging community needs;
  - (b) provide a diverse range of activity opportunities and landscape settings to encourage healthy lifestyles and maximise opportunities for engagement in physical activity;
  - (c) provide safe, attractive places and equitable and convenient access to recreation, sport and open space infrastructure;
  - (d) ensure that sufficient land is identified and protected to meet the recreation and sporting needs of the future population;
  - (e) ensure spaces and facilities support the ongoing viability of community user groups and have capacity to adapt to changing needs over time;
  - (f) protect, preserve and enhance natural habitat and environmental processes;

- (g) protect and enhance the cultural and natural heritage and scenic/landscape amenity of the Maranoa Region; and
- (h) Contribute to the legibility and character of neighbourhoods.

Table 4.4.5.1 – Rate of provision for parks and community land

Open space type	Rate of provision (ha/1,000 people)	
	Roma, Mitchell, Injune, Surat, Wallumbilla and Yuleba	All other areas
Local recreation park	1.5	N/A
District recreation park	1.0	0.5
District and regional sports parks	1.0	0.4
Land for community facilities	0.1	
TOTAL	3.6	1.0

Table 4.4.5.2 – Design criteria for parks

Characteristic	Recreation parkland		Sport parks	
	District	Regional	District	Regional
Accessibility standard (km)	2-2.5km	Maranoa Regional Local Government Area.	5-10km of residential areas.	Located in, or on the edge or urban areas.
Minimum usable size	2.0ha useable area	5.0ha +	5.0ha +	5-10ha

Shape of land	Square to rectangular with a side ratio no greater than 2:1.		Square or rectangular.	
Maximum desired grade	1:20 for main use area, variable for remainder.		1:50 for all playing surfaces 1:10 for remainder	1:50 for all playing surfaces
Minimum desired flood immunity	Minimum 70% of total area above Q5; and  Minimum 30% of total area above Q50; and  Minimum 5% of total area above Q100	Minimum 90% of total area above Q5; and  Minimum 40% of total area above Q50; and  Minimum 10% of total area above Q100 with main activity area/s above Q100	Minimum 70% of total area above Q5; and  Minimum 30% of total area above Q50; and  Minimum 5% of total area above Q100	Minimum 90% of total area above Q5; and  Minimum 40% of total area above Q50; and  Minimum 10% of total area above Q100  Free of hazards. Fields and courts above Q50. Built facilities above Q100
Road frontage and visibility	50% of park perimeter to have direct road frontage, preferably on a collector road.		25-50% of park perimeter to have direct road frontage on a collector road.	
Linkage	Linkage to existing open space preferable.		Sports parks clustered (preferable).	

Table 4.4.5.3 – Standard embellishments for public parks

Park element	Recreation parkland		Sport parks	
	Local	District	Local	District
Recreation activity areas (e.g. play spaces, fitness circuits, hit up walls, pathway networks, active youth facilities)	✓	✓	✓	✓
Fencing, bollards, lock rail	✓	✓	✓	✓
Playgrounds	✓	✓		
Landscaping	✓	✓	✓	Planted buffer areas adjacent to residential areas.
Significant vegetation required for more natural settings	As identified by relevant masterplan.	As identified by relevant masterplan.		
Irrigation	✓	✓	✓	✓
Feature paving / concrete stencilling		✓		
Lighting	✓	✓	✓	✓
Pedestrian pathway access network	✓	✓	✓	✓
Bike racks	✓	✓	✓	✓
Signage	✓	✓	✓	✓
Shade structures	✓	✓	✓	✓
Tap / Bubbler	✓	✓	✓	✓
Bench seating	✓	✓	✓	✓
Barbeque	✓	✓		✓
Shelters/ gazebo with tables and seating	✓	✓	✓	✓



Rubbish bins	✓	✓	✓	✓
Toilet	✓	✓	✓	✓
Internal roads		✓		✓
Car parking	✓	✓	✓	✓
Bus pull-through	✓	✓	✓	✓
Bus parking		✓	✓	✓

#### 4.5 Plans for trunk infrastructure

- (1) The plans for trunk infrastructure identify the trunk infrastructure networks intended to service the existing and assumed future urban development at the desired standard.

**Table 4.5.1 Planning horizon for a trunk infrastructure network**

<b>Column 1</b> <b>Trunk infrastructure network</b>	<b>Column 2</b> <b>Planning horizon</b>
Water supply	2031
Sewerage	2031
Stormwater	2031
Transport	2031
Parks and land for community facilities	2031

##### 4.5.1 Plans for trunk infrastructure maps

- (1) The existing and future trunk infrastructure networks are shown on the following maps in Schedule 3 - Local government infrastructure plan mapping and tables:
- (a) Local Government Infrastructure Plan Map LGIP-W-01 to LGIP-W-12

- (b) Local Government Infrastructure Plan Map LGIP-S-01 to LGIP-S-06.
  - (c) Local Government Infrastructure Plan Map LGIP-SW-01 to LGIP-SW-03
  - (d) Local Government Infrastructure Plan Map LGIP-T-01 to LGIP-T-10.
  - (e) Local Government Infrastructure Plan Map LGIP-PC-01 to LGIP-PC-06.
- (2) The State infrastructure forming part of transport trunk infrastructure network has been identified using information provided by the relevant State infrastructure supplier.

#### 4.5.2 Schedules of works

- (1) Details of the existing and future trunk infrastructure networks are identified in the electronic Excel schedule of works model which can be viewed here: <http://www.maranoa.qld.gov.au/town-planning>.
- (2) The future trunk infrastructure is identified in the following tables in Schedule 3 – Local government infrastructure plan mapping and tables:
- (a) for the water supply network Table 3.2.1
  - (b) for the sewerage network Table 3.2.2
  - (c) for the stormwater network Table 3.2.3
  - (d) for the transport network Table 3.2.4
  - (e) for the parks and land for community facilities network Table 3.2.5

#### 4.6 List of extrinsic material

The below table identifies the documents that assist in the interpretation of the local government infrastructure plan and are extrinsic material under the *Statutory Instruments Act 1992*.

Column 1 Title of document	Column 2 Date	Column 3 Author
Local Government Infrastructure Plan Planning Assumptions	June 2018	Maranoa Regional Council
Local Government Infrastructure Plan Sewer Assumptions	June 2018	Maranoa Regional Council
Local Government Infrastructure Plan Water Assumptions	June 2018	Maranoa Regional Council
Local Government Infrastructure Plan Stormwater Assumptions	June 2018	Maranoa Regional Council
Local Government Infrastructure Plan Transport Assumptions	June 2018	Maranoa Regional Council
Local Government Infrastructure Plan Public Parks and Community Land Assumptions	June 2018	Maranoa Regional Council
Capricorn Municipal Design Guidelines Sewerage Network D12 Design and Construction Guidelines <a href="http://www.cmdg.com.au/Guidelines/Design%20Specifications/CMDG%20D12%20Sewerage%20Design%20Const-%20170118%20Rev%20H-ch.pdf">http://www.cmdg.com.au/Guidelines/Design%20Specifications/CMDG%20D12%20Sewerage%20Design%20Const-%20170118%20Rev%20H-ch.pdf</a>	January 2017	
Capricorn Municipal Design Guidelines Water Supply Network D11 Design and Construction Guideline <a href="http://www.cmdg.com.au/Guidelines/Design%20Specifications/CMDG%20D11%20-%20Water%20Design%20Const%20-170117%20Rev%20G%20-%20ch.pdf">http://www.cmdg.com.au/Guidelines/Design%20Specifications/CMDG%20D11%20-%20Water%20Design%20Const%20-170117%20Rev%20G%20-%20ch.pdf</a>	January 2017	
Capricorn Municipal Design Guidelines Stormwater Drainage Design D5 Design Guidelines <a href="http://www.cmdg.com.au/Guidelines/Design%20Specifications/CMDG%20D5-stormwater%20design%20-%20issue4%20Jan%202017%20ch.pdf">http://www.cmdg.com.au/Guidelines/Design%20Specifications/CMDG%20D5-stormwater%20design%20-%20issue4%20Jan%202017%20ch.pdf</a>	January 2017	

Capricorn Municipal Design Guidelines Geometric Road Design D1 Design Guidelines <a href="http://www.cmdg.com.au/Guidelines/Design%20Specifications/CMDG%20D1%20-%20GEOMETRIC%20ROAD%20DESIGN%20V7%20ch.pdf">http://www.cmdg.com.au/Guidelines/Design%20Specifications/CMDG%20D1%20-%20GEOMETRIC%20ROAD%20DESIGN%20V7%20ch.pdf</a>	January 2017	
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### Schedule 3—Local government infrastructure plan mapping and tables

Table 3.1 Existing and projected population

Column 1 Projection area	Column 2 LGIP development type	Column 3 Existing and projected population					
		2011	2016	2021	2026	2031	Ultimate
Roma	Detached	6,216	7,033	7,423	8,090	8,820	10,920
	Multiple	690	783	825	900	980	1,214
	<b>Total</b>	<b>6,906</b>	<b>7,816</b>	<b>8,248</b>	<b>8,990</b>	<b>9,800</b>	<b>12,134</b>
Mitchell	Detached	820	844	850	859	867	4,506
	Multiple	91	93	94	95	96	502

	<b>Total</b>	<b>911</b>	<b>937</b>	<b>944</b>	<b>954</b>	<b>963</b>	<b>5,008</b>
<b>Injune</b>	Detached	358	367	369	373	377	545
	Multiple	40	40	41	41	41	61
	<b>Total</b>	<b>398</b>	<b>407</b>	<b>410</b>	<b>414</b>	<b>418</b>	<b>606</b>
<b>Surat</b>	Detached	384	381	375	374	374	1,253
	Multiple	42	42	41	41	41	138
	<b>Total</b>	<b>426</b>	<b>423</b>	<b>416</b>	<b>415</b>	<b>415</b>	<b>1,391</b>
<b>Inside PIA (total)</b>		8,641	9,583	10,018	10,773	11,596	19,139
<b>Outside PIA</b>	Detached dwellings	4,458	4,492	4,525	4,556	4,608	9,181
	Multiple	47	49	49	49	49	133
	<b>Total</b>	<b>4,505</b>	<b>4,541</b>	<b>4,574</b>	<b>4,605</b>	<b>4,657</b>	<b>9,314</b>

<b>Total population</b>		<b>13,146</b>	<b>14,124</b>	<b>14,592</b>	<b>15,378</b>	<b>16,254</b>	<b>28,453</b>
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Table 3.2 Existing and projected employees

Column 1 Projection area	Column 2 LGIP development type	Column 3 Existing and projected employees					
		2011	2016	2021	2026	2031	Ultimate
Roma	Industry	1,398	1,584	1,672	1,823	1,987	2,460
	Commercial Purposes (office, personal services)	1,466	1,666	1,758	1,916	2,089	2,586
	Community purpose/Education	321	365	386	420	458	567
	Retail	286	325	343	374	407	504
	Other	106	124	130	142	155	192
	<b>TOTAL</b>	<b>3,577</b>	<b>4,064</b>	<b>4,289</b>	<b>4,675</b>	<b>5,096</b>	<b>6,309</b>

Injune	Industry	120	123	123	124	125	179
	Commercial Purposes (office, personal services)	59	60	61	61	62	89
	Community purpose/Education	18	19	19	20	20	28
	Retail	6	6	6	6	6	9
	Other	8	8	8	8	8	16
	<b>TOTAL</b>	<b>211</b>	<b>216</b>	<b>217</b>	<b>219</b>	<b>221</b>	<b>321</b>
Mitchell	Industry	212	215	217	219	221	1,151
	Commercial Purposes (office, personal services)	106	107	108	109	110	552
	Community purpose/ Education	46	47	48	48	49	253
	Retail	42	43	43	44	44	230

	Other	19	19	18	19	19	117
	<b>TOTAL</b>	<b>425</b>	<b>431</b>	<b>434</b>	<b>439</b>	<b>443</b>	<b>2,303</b>
Surat	Industry	102	100	98	98	98	331
	Commercial Purposes (office, personal services)	60	55	55	55	55	193
	Community purpose/Education	24	22	22	22	22	75
	Retail	3	3	3	3	3	12.5
	Other	4	4	4	4	4	13.5
	<b>TOTAL</b>	<b>193</b>	<b>190</b>	<b>186</b>	<b>186</b>	<b>186</b>	<b>625</b>
Inside PIA (total)		4,406	4,901	5,126	5,519	5,946	<b>9,558</b>
Outside PIA (total)	Rural/Other	1,586	1,594	1,603	1,614	1,640	3,183



Total employment		5,992	6,495	6,729	7,133	7,586	12,741
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Table 3.3—Planned density and demand generation rate for a trunk infrastructure network

Column 1 Area classification	Column 2 LGIP development type	Column 3 Planned density		Column 4 Demand generation rate for a trunk infrastructure network				
		Non-residential plot ratio (%)	Residential density (dwellings/dev ha)	Water supply network (EP/dev ha)	Sewerage network (EP/dev ha)	Transport network (vpd/dev ha)	Parks and land for community facilities network (ha/1000 persons)	Stormwater network (imp ha/dev ha)
Residential development								
All catchments	Residential		10	30	26	90	3.6	0.60
	Medium density residential		20	60	52	180	3.6	0.80
	Low density residential		2.5	7.5	6.5	22.5	3.6	0.15
Non – residential development								
All catchments	Industry	90		56	73.06	450		0.9
	Commercial purpose (office, personal service)	90		75	350	900		0.9

	Retail	90		75	350	2,227.5		0.9
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Table 3.4 Existing and projected residential dwellings

Column 1 Projection area	Column 2 LGIP developm ent type	Column 3 Existing and projected residential dwellings					
		2011	2016	2021	2026	2031	Ultimate
Roma	Detached	2,316	2,705	2,855	3,111	3,392	4,200
	Multiple	257	301	317	346	377	466
	<b>Total</b>	<b>2,573</b>	<b>3,006</b>	<b>3,172</b>	<b>3,457</b>	<b>3,769</b>	<b>4,666</b>
Mitchell	Detached	412	415	415	415	415	1,959
	Multiple	46	50	50	50	50	217
	<b>Total</b>	<b>458</b>	<b>465</b>	<b>465</b>	<b>465</b>	<b>465</b>	<b>2,176</b>
Injune	Detached	185	205	205	205	205	237
	Multiple	20	20	20	20	20	26
	<b>Total</b>	<b>205</b>	<b>225</b>	<b>225</b>	<b>225</b>	<b>225</b>	<b>263</b>
Surat	Detached	213	213	214	214	214	544
	Multiple	18	18	18	18	18	60
	<b>Total</b>	<b>231</b>	<b>231</b>	<b>232</b>	<b>232</b>	<b>232</b>	<b>604</b>
<b>Total inside PIA</b>		3,467	3,927	4,094	4,379	4,691	7,709
<b>Total outside PIA</b>		1,950	1,812	1,987	2,001	2,012	3,856

Total dwellings (whole of region)		5,417	5,894	6,081	6,380	6,703	11,565
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Table 3.5 – Existing and projected non-residential floor space

Column 1 Projection area	Column 2 LGIP development type	Column 3 Existing and projected non-residential floor space (m <sup>2</sup> GFA)					
		2011	2016	2021	2026	2031	Ultimate
<b>Roma</b>	Industry	139,500	158,400	167,200	182,300	198,700	246,000
	Commercial Purposes (office, personal services)	43,980	49,980	52,740	57,480	62,670	77,580
	Community purpose/Education	16,050	18,250	19,300	21,000	22,900	28,350
	Retail	8,580	9,750	10,290	11,220	12,210	15,120
	<b>Total</b>	<b>208,110</b>	<b>236,380</b>	<b>249,530</b>	<b>272,000</b>	<b>296,480</b>	<b>367,050</b>
<b>Mitchell</b>	Industry	21,200	21,500	21,700	21,900	22,100	115,100
	Commercial Purposes (office, personal services)	3,180	3,210	3,240	3,270	3,300	16,560

	Community purpose/Education	2,300	2,350	2,400	2,400	2,450	12,650
	Retail	1,260	1,290	1,290	1,320	1,320	6,900
	<b>Total</b>	<b>27,940</b>	<b>28,350</b>	<b>28,630</b>	<b>28,890</b>	<b>29,170</b>	<b>151,210</b>
<b>Injune</b>	Industry	12,000	12,300	12,300	12,400	12,500	17,900
	Commercial Purposes (office, personal services)	1,770	1,800	1,830	1,830	1,860	2,670
	Community purpose/Education	900	950	950	1,000	1,000	1,400
	Retail	180	180	180	180	180	270
	<b>Total</b>	<b>14,850</b>	<b>15,230</b>	<b>15,260</b>	<b>15,410</b>	<b>15,540</b>	<b>22,240</b>
<b>Surat</b>	Industry	10,200	10,000	9,800	9,800	9,800	33,100
	Commercial Purposes (office, personal services)	1,800	1,740	1,710	1,710	1,710	5,790
	Community purpose/Education	1,150	1,100	1,100	1,100	1,100	3,750
	Retail	90	90	90	90	90	2,250
	<b>Total</b>	<b>13,240</b>	<b>12,930</b>	<b>12,700</b>	<b>12,700</b>	<b>12,700</b>	<b>44,890</b>
<b>Inside PIA (total)</b>		264,140	292,890	306,120	329,000	353,890	585,390

<b>Outside PIA (total)</b>		11,930	11,670	11,440	11,440	11,440	61,440
<b>Total employment (GFA)</b>		276,070	304,560	317,560	340,440	365,330	646,830

Table 3.6 - Existing and projected demand for the water supply network

<b>Column 1 Service catchment</b>	<b>Column 2 Existing and projected demand (EP)</b>				
	<b>2016</b>	<b>2021</b>	<b>2026</b>	<b>2031</b>	<b>Ultimate</b>
<b>Roma</b>	12,052.4	12,657.6	13,687.6	14,808.4	18,047.8
<b>Mitchell</b>	2,118.8	2,124.4	2,125.75	2,125.75	8,198.3
<b>Injune</b>	1,540.53	1,541.48	1,541.68	1,541.68	1,715.78
<b>Surat</b>	1,338.14	1,338.12	1,338.12	1,338.12	1,996.8
<b>Wallumbilla</b>	596.41	603.89	603.89	603.89	1,522.4
<b>Yuleba</b>	360.86	465.10	465.10	465.10	2,073.14
<b>Amby</b>	150	150	150	150	330
<b>Mungalalla</b>	174	174	174	174	183
<b>Jackson</b>	120	120	120	120	201
<b>Muckadilla</b>	93	93	93	93	96

Table 3.7 - Existing and projected demand for the sewerage network

Column 1 Service catchment	Column 2 Existing and projected demand (EP)				
	2016	2021	2026	2031	Ultimate
Roma	12,094.92	12,784.53	13,934.82	15,170.8	18,790.10
Mitchell	1,671.75	1,680.45	1,683.38	1,685.21	7,998.2
Injune	850.12	850.56	851.95	851.34	1,056
Surat	856.12	860.88	860.88	860.88	2,256.6
Amby	130	130	130	130	286
Mungallala	148	148	148	148	158

Table 3.8—Existing and projected demand for the stormwater network

Column 1 Service catchment	Column 2 Existing and projected demand (imp ha)				
	2016	2021	2026	2031	Ultimate
Roma	116.06	122.5	133.51	145.96	180.52
Mitchell	17.19	17.23	17.25	17.25	98.27
Injune	8.37	8.38	8.38	8.38	10.15

Table 3.9—Existing and projected demand for the transport network

Column 1 Service catchment	Column 2 Existing and projected demand (vpd)				
	2016	2021	2026	2031	Ultimate
Roma	45,790.1	48,332	52,670	57,418	71,085
Mitchell	6,332.3	6,356.7	6,375.7	6,398.7	31,036.7
Injune	3,020.5	3,023.5	3,040.5	3,047.5	3,828.3
Surat	2,978.3	2,966.3	2,966.3	2,966.3	8,923.9
Wallumbilla	1,766.9	1,786.9	1,786.9	1,786.9	6,652.3
Yuleba	1,319.3	1,315.3	1,315.3	1,315.3	7,573.8
Amby	450	450	450	450	990
Mungallala	513	513	513	513	549
Jackson	207	207	207	207	594
Muckadilla	225	225	225	225	1,386

Table 3.10—Existing and projected demand for the parks and land for community facilities network

Column 1 Service catchment	Network element	Column 2 Existing and projected demand (ha )				
		2016	2021	2026	2031	Ultimate
Roma	Local recreation park	1.5	1.5	1.5	1.5	1.5
	District recreation park	1	1	1	1	1
	Local and district sports park	1	1	1	1	1
Mitchell	Local recreation park	1.5	1.5	1.5	1.5	1.5
	District recreation park	1	1	1	1	1
	Local and district sports park	1	1	1	1	1
Injune	Local recreation park	1.5	1.5	1.5	1.5	1.5
	District recreation park	1	1	1	1	1
	Local and district sports park	1	1	1	1	1
Surat	Local recreation park	1.5	1.5	1.5	1.5	1.5
	District recreation park	1	1	1	1	1
	Local and district sports park	1	1	1	1	1
Wallumbilla	Local recreation park	1.5	1.5	1.5	1.5	1.5
	District recreation park	1	1	1	1	1



	Local and district sports park	1	1	1	1	1
<b>Yuleba</b>	Local recreation park	1.5	1.5	1.5	1.5	1.5
	District recreation park	1	1	1	1	1
	Local and district sports park	1	1	1	1	1
<b>Community facilities</b>						
<b>All Catchments</b>	Community facilities	1.4	1.4	1.5	1.6	2.85

**SC3.2 Schedules of works****Table 3.2.1 —Water supply network schedule of works**

Map reference	Proposed infrastructure	Estimated timing	Value (including costs and contingency)
W-01	New northern bore, reservoir, and booster system	2017/18	\$ 950,000
W-02	Delivery main northern bore to Northern Road (1470m)	2017/18	\$ 650,000
W-03	Delivery main northern bore Alexander Avenue to Miscamble Street	2017/18	\$ 130,000
W-04	Upgrade main Northern Road to Alexander Ave (310m)	2017/18	\$ 150,000
W-05	Alexander Ave connection 150mm	2017/18	\$ 85,000
W-06	Bore 12 reservoir & booster	2018/19	\$ 400,000
W-07	Bore 17 to Currey St reservoirs (1260m)	2019/20	\$ 600,000

W-08	Miscamble Street (West) augmentation	2019/20	\$ 845,000
W-09	Bore 2 reservoir & booster	2020/21	\$ 450,000
W-10	Arthur St (South) augmentation	2020/21	\$ 450,000
W-11	Currey St (North) augmentation	2021/22	\$ 250,000
W-12	Timbury St, Cottell St to Duke St augmentation	2021/22	\$ 250,000
W-13	Bore 9 reservoir booster	2022/23	\$ 360,000
W-14	Bore 6	2022/23	\$ 400,000
W-15	Purchase land for Campbells Park Reservoir	2025/26	\$ 150,000
W-16	McGrath 5ML reservoir and booster	2025/26	\$ 3,500,000
W-17	Campbells Park Reservoir	2025/26	\$ 4,100,000
<b>Total</b>			<b>\$13,720,000</b>

Table 3.2.2 —Sewerage network schedule of works

Map reference	Proposed infrastructure	Estimated timing	Value (including costs and contingency)
S-01	Roma - Major Street – Sewer main diversion – Gregory Street	2017/18	\$920,180
S-02	Roma - Major Street – Sewer main diversion	2017/18	\$200,000
S-03	Roma – STP Anaerobic Ponds	2021/22	\$1,445,000
S-04	Roma - STP-12000EP development application and planning	2018/19	\$200,000
S-05	Roma – STP Maturation Pond 1	2025/26	\$850,000
<b>Total</b>			<b>\$3,615,180</b>

Table 3.2.3 —Stormwater network schedule of works

Map reference	Proposed infrastructure	Estimated timing	Value (including costs and contingency)
SW-01	Western Levee	2018	\$300,000
SW-02	Eastern Diversion Channel	2018	\$300,000
SW-03	Long Drain Works (A)	2020	\$1,961,638
SW-04	Railway Dam Widening	2019	\$66,000
SW-05	Extended Eastern Diversion Channel	2026	\$190,421
SW-06	Winchester Street	2020	\$97,500
SW-07	Extended Eastern Diversion Channel	2019	\$1,491,630
SW-08	Extended Eastern Diversion Channel	2020	\$1,491,630
SW-09	Long Drain Works (B)	2021	\$1,019,750
SW-10	Long Drain Works (B)	2022	\$1,019,750
SW-11	Long Drain Works (B)	2023	\$1,019,750

SW-12	Western Diversion Channel	2024	\$701,034
SW-13	Long Drain Works (B)	2024	\$1,019,750
SW-14	Western Diversion Channel	2025	\$701,034
SW-15	Station Street Stormwater Line	2025	\$620,000
SW-16	Railway Drainage Works	2025	\$745,000
SW-17	CBD Pipe Drainage Upgrade	2025	\$586,667
SW-18	Western Diversion Channel	2026	\$701,034
SW-19	Mayne Street / Station Street drainage	2026	\$2,078,722
SW-20	Station Street Stormwater Line	2026	\$620,000
SW-21	Charles Street Drainage Remediation	2026	\$62,500
SW-22	CBD Pipe Drainage Upgrade	2026	\$586,667
SW-23	Mayne St / Station St drainage	2027	\$2,078,722
SW-24	CBD Pipe Drainage Upgrade	2027	\$586,666.5
<b>Total</b>			<b>\$20,045,866</b>

Table 3.2.4 —Transport network schedule of works

Map reference	Proposed infrastructure	Estimated timing	Value (including costs and contingency)
T-01	Roma - Duke Street South (Roma Southern Road) widen seal and provide kerb and channel	2017/18	\$186,500
T-02	Roma - Duke Street South (Roma Southern Road) widen seal and provide kerb and channel	2018/19	\$749,998
T-03	Wallumbilla - East Street – Widen seal and provide kerb and channel	2019/20	\$445,000
T-04	Wallumbilla - Russell Street – Widen seal and provide kerb and channel	2019/20	\$455,000
<b>Total</b>			<b>\$1,836,498</b>

Table 3.2.5 —Parks and community facilities schedule of works

Map reference	Proposed infrastructure	Estimated timing	Value (including costs and contingency)
PC-01	Regional sporting facility - Netball Courts – Bassett Park	2017/18	\$425,000

PC-02	Regional sporting facility - Roma Touch Association Lighting	2017/18	\$20,000
PC-03	Mitchell – Development of community facility/park, including demolition of existing building	2017/18	\$157,500
PC-04	Regional sporting facility - Surat – Racecourse upgrade, including demolition of jockey rooms	2017/18	\$30,000
<b>Total</b>			<b>\$632,500</b>

#### SC3.2.3 Local government infrastructure plan maps

##### (a) Local Government Infrastructure Plan Map LGIP - Priority infrastructure area and projection areas map

- (i) LGIP-PIA index
- (ii) LGIP-PIA-01
- (iii) LGIP-PIA-02
- (iv) LGIP-PIA-03
- (v) LGIP-PIA-04

##### (b) Local Government Infrastructure Plan Map LGIP Plan for trunk water supply infrastructure;

- (i) LGIP-Water index
- (ii) LGIP-W-01



(iii) LGIP-W-02

(iv) LGIP-W-03

(v) LGIP-W-04

(vi) LGIP-W-05

(vii) LGIP-W-06

(viii) LGIP-W-07

(ix) LGIP-W-08

(x) LGIP-W-09

(xi) LGIP-W-10

(xii) LGIP-W-11

(xiii) LGIP-W-12

(c) Local Government Infrastructure Plan Map LGIP Plan for trunk sewerage infrastructure;

(i) LGIP-Sewer-Index

(ii) LGIP-S-01

(iii) LGIP-S-02

(iv) LGIP-S-03

- (v) LGIP-S-04
- (vi) LGIP-S-05
- (vii) LGIP-S-06
- (d) Local Government Infrastructure Plan Map LGIP Plan for trunk stormwater infrastructure
  - (i) LGIP- Stormwater Index
  - (ii) LGIP-SW-01
  - (iii) LGIP-SW-02
  - (iv) LGIP-SW-03
- (e) Local Government Infrastructure Plan Map LGIP Plan for trunk transport infrastructure
  - (i) LGIP-Transport Index
  - (ii) LGIP - T-01
  - (iii) LGIP -T-02
  - (iv) LGIP -T-03
  - (v) LGIP -T-04
  - (vi) LGIP -T-05
  - (vii) LGIP –T-06

- (viii) LGIP-T-07
- (ix) LGIP-T-08
- (x) LGIP-T-09
- (xi) LGIP-T-10
- (f) Local Government Infrastructure Plan Map LGIP parks and land for community facilities infrastructure
  - (i) LGIP-Parks Index
  - (ii) LGIP-PC-01
  - (iii) LGIP-PC-02
  - (iv) LGIP- PC-03
  - (v) LGIP- PC-04
  - (vi) LGIP-PC-05
  - (vii) LGIP-PC-06

## **COUNCILLOR REPORT**

**Meeting:** General 27 June 2018

**Date:** 25 June 2018

**Item Number:** L.3

**File Number:** D18/49176

**SUBJECT HEADING:** Letter from the Noonga and Jackson Community Group requesting advocacy from Council

**Classification:** Open Access

**Author & Councillor's Title:** Cr Tyson Golder

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### **Executive Summary:**

A letter requesting advocacy from Council has been received, emanating from the Noonga and Jackson Community Meeting held 18 June 2018. Letter tabled for consideration

### **Councillor's Recommendation:**

That Council receive and note the correspondence, and consider supporting the requests therein.

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### **Background:**

At its Town and Country meeting held 18 June 2018, Noonga and Jackson Community group raised a number of items. The attached letter details requests for advocacy from Council.

Please note that item Burning of the Jackson Reserve is being further investigated separately through open CR 57759.

Item Mobile booster aerial tower will be investigated further, prior to consideration, at a future Council meeting.

### **Consultation:**

Nil

### **Policy Implications:**

Nil

### **Financial Resource Implications:**

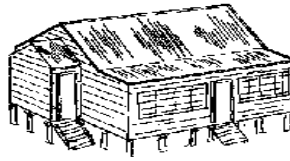
Nil

### **Supporting Documentation:**

[1](#) Letter of request to Council - Jackson and Noonga Community Group - 18 June 2018

D18/49166

Noonga Community



Association Inc.

20/6/18

Chief Executive Officer

Julie Reitano

Maranoa Regional Council

Mayor Tyson Golder

Councillors:

Jan Chambers

Puddy Chandler

Peter Flynn

Geoffrey McMullen

Wendy Newman

Cameron O'Neil

David Schefe

Janelle Standford

Dear Ms Reitano, Mayor Tyson Golder and Councillors

On the 18<sup>th</sup> of June, the communities of Noonga and Jackson came together to host our regular community meeting. We would like to thank Mayor Tyson Golder and Councillors Jan Chambers and Geoff McMullen for attending this meeting and their input into our concerns.

At this meeting several issues were raised which we require Councils assistance.

Litter at the unofficial rest area on the Jackson-Wandoan Road

We are referring to the corner of Jackson- Wandoan Road and the Warrego Highway. This area has become an unofficial truck stop, load checking stopover, waiting area and meeting place for many vehicles travelling along these roads. The rubbish which either "falls out" or intentional littering has become an eyesore and health hazard. As well as a safety concern to motorists.

From a previous meeting we requested that the council place bins in this area, however we were advised that the RMPC cannot authorize works on behalf of Main Roads or Road Tek and advised us to talk to Judith Osborne at Main Roads.

Judith Osborne replied that they won't be placing a bin at this location as the area is not a defined or designated motorist rest area and they have no plans to formalise it as one. They will however put up signs which we feel doesn't address the problem of littering.

Therefore, we have come to an impasse.

We would like the council to lobby the relevant Qld Government departments such as Environment & Heritage Protection and Transport and Main Roads, to obtain a solution to this problem in conjunction with their current Anti-Litter Campaigns

#### Jackson-Wandoan Road

The appalling state of the Jackson-Wandoan Road is well documented. At the moment the Maranoa Council is undertaking a maintenance grade but this will only last a short time with the amount of trucks from the 3 gas industries in the area using this road. Our committee will lobby Santos, Origin and QGC to provide funding to the Department of Main Roads to upgrade the many dangerous narrow bitumen sections. However, we request that the council support our concerns and contact the relevant bodies as well to support our campaign

#### Turnoff into Jackson from the Warrego highway coming from Roma

The turn off into Jackson is very dangerous as there is no overtaking or passing lane. We have contacted The Department of Main Roads but undertaking work to upgrade this intersection is not on there immediate list. As a group we aim to undertake a media campaign and request the councils support in this matter.

#### Burning of the Jackson Reserve

It was moved at the meeting that Jackson Rural Fire Brigade undertake a cool burn of the Jackson Reserve and surrounding vacant land. This will not only clean up the rubbish but also enable the harissia cactus to be more easily located during the spraying operation which is taking place in a joint community and council operation.

We would like to request the councils assistance by:

- providing fire breaks
- undertaking a property search and obtaining permission from absentee landowners of the vacant land around Jackson to have a fire

It is anticipated that this burn take place in mid to late August.

#### Mobile booster aerial tower

It was moved at the meeting that we ask the council for funding to provide a booster aerial at the hall so that mobile phones can be used.

The Jackson Wandoan Road is 80 km long with varying road conditions and quick rising creek crossings. There is very little mobile phone coverage on the road and the Hall is the major identification spot for travellers. If it was understood that the Noonga Hall had mobile phone coverage this would provide a wonderful safety zone and an emergency contact point for travellers and workers.

In conclusion we would like to thank the council for their involvement in our community meetings, consultation processes and support of local projects such as the Harrisa Cactus control program.

Yours faithfully

Fiona Sinnamon  
Minute secretary  
Noonga  
Jackson and Noonga Community Council Meetings

“Akuna”  
JACKSON 4426

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## **OFFICER REPORT**

**Meeting:** General 27 June 2018

**Date:** 26 June 2018

**Item Number:** L.4

**File Number:** D18/49892

**SUBJECT HEADING:** Draft Corporate Plan

**Classification:** Open Access

**Officer's Title:** Chief Executive Officer

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### **Executive Summary:**

The report tables the draft Corporate Plan for 2018-2023 for consideration.

### **Officer's Recommendation:**

That Council consider the draft Plan.

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### **Body of Report:**

The key strategic priorities were initially considered by Council at the Standing Committee on 30 April, with the draft priorities being as follows:

- Getting the basics right (Water, Sewerage, Roads & Drainage, Waste)
- Delivering strong financial management
- Funding services and projects in an equitable way
- Helping to make our communities safe
- Growing our region
- Being a strong voice for our communities' priorities
- Managing our operations well

In preparing the subsequent draft, it was identified that a number of priorities could be further reduced therefore simplifying the document. This would involve merging some items:

- Funding services and projects in an equitable way is part of Collecting revenue, which is critical to strong financial management.
- Being a strong voice for our communities' priorities is critical to growing our region (Proposed to be reworded as *Work with our communities to identify priorities, and provide leadership and advocacy to grow our region*)

### **Consultation (internal/external):**

The preparation of the document includes the results of the following community engagement:

- The independent Community Satisfaction Survey recently undertaken to gather feedback on areas of importance and performance from a sample of the region's population;



- Community engagement through the Connected Futures forums about what is important to our communities and where priorities lie for Council;

Internal engagement has included:

- Input from the relevant departments;
- Corporate Planning workshop held with the current term of Council to develop the new Vision and Mission Statement, and preliminary discussions on values.

**Risk Assessment (Legal, Financial, Political etc.):**

Nil

**Policy Implications:**

The Corporate Plan is one of the key financial planning documents required under Section 104 (5)(a)(i) of the *Local Government Act 2009*.

Key points to note:

- The Corporate Plan must be for a 5-year period;
- The upcoming operational plan and budget needs to be consistent with the Corporate Plan;
- Council must discharge its responsibilities in a way that is consistent with its 5 year corporate plan, but can amend the plan at any time by resolution.
- It outlines the strategic direction and key performance indicators for measuring progress in achieving the vision.

**Financial Resource Implications:**

The upcoming budget needs to be consistent with the Corporate Plan.

**Link to Corporate Plan:**

Corporate Plan 2014-2019

Strategic Priority 10: Organisational Management

10.1 Organisational Culture

10.1.4 Communicate what we do and why

**Supporting Documentation:**

Nil

**Report authorised by:**

Chief Executive Officer