

NOTICE OF MEETING & AGENDA

Ordinary Meeting

Thursday 10 July 2025

Roma Administration Centre

NOTICE OF MEETING

Date: 3 July 2025

Mayor: Councillor W M Taylor

Deputy Mayor: Councillor C J O'Neil

Councillors: Councillor J R P Birkett
Councillor M K Brumpton
Councillor A K Davis
Councillor P J Flynn
Councillor J M Hancock
Councillor B R Seawright
Councillor J R Vincent

Chief Executive Officer: Robert Hayward

Executive Management: Brett Exelby – Director Corporate Services
Stephen Scott – Director Bendemere
Seamus Batstone – Director Engineering
Lee Jackson – Director Bungil
Jamie Gorry – Director Regional Development, Environment and Planning
Dean Ellwood – Director Roma
Mathew Gane – Director Warroo

Attached is the agenda for the **Ordinary Meeting** to be held at the Roma Administration Centre on **10 July, 2025 at 9:00 AM.**



Robert Hayward
Chief Executive Officer

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Status Reports**Next General Meeting**

- To be held at the Roma Administration Centre on 24 July 2025.

Confidential Items

In accordance with the provisions of section 254J(3) of the *Local Government Regulation 2012*, a local government may resolve to close a meeting to the public to discuss confidential items that it's Councillors or members consider it necessary to close the meeting.

C Confidential Items

- C.1 Trusteeship over Lot 67 on WAL53309 and Lot 67 on WV1687 - Renewal of Term Lease over Lot 67 on WV1687**
Classification: Closed Access
 Local Government Regulation 2012 Section 254J(3)(i) a matter the local government is required to keep confidential under a law of, or formal arrangement with, the Commonwealth or a State.
- C.2 Planning Consultancy Services - Balonne Shire Council**
Classification: Closed Access
 Local Government Regulation 2012 Section 254J(3)(g) negotiations relating to a commercial matter involving the local government for

which a public discussion would be likely to prejudice the interests of the local government.

C.3 Amendment to Council's Fees & Charges Schedule - Gas Tariff Charges 2025/26

Classification: Closed Access

Local Government Regulation 2012 Section 254J(3)(c) the local government's budget.

Councillor Business

15 Councillor Business

Closure

MINUTES OF THE BUDGET MEETING OF MARANOA REGIONAL COUNCIL HELD AT ROMA ADMINISTRATION CENTRE ON 19 JUNE 2025 SCHEDULED TO COMMENCE AT 9:00 AM

ATTENDANCE

Mayor Cr W M Taylor chaired the meeting with Deputy Mayor Cr C J O'Neil, Cr J R P Birkett, Cr M K Brumpton, Cr A K Davis, Cr P J Flynn, Cr J M Hancock, Cr B R Seawright, Cr J R Vincent, Chief Executive Officer – Robert Hayward and Kelly Rogers Minutes Officer in attendance.

WELCOME

The Mayor welcomed all present and declared the meeting open at 9.00am.

BUSINESS

Item Number: 3.1 **File Number:** D25/52555
SUBJECT HEADING: ADOPTION OF 2025/26 OPERATIONAL PLAN
Officer's Title: Director - Corporate Services

Executive Summary:

This report presents the Annual Operational Plan for 2025/26 for Council's consideration.

Resolution No. SMB/06.2025/01

Moved Cr O'Neil

Seconded Cr Birkett

That pursuant to section 104(5)(a)(v) of the *Local Government Act 2009* and Section 174 and 175 of the *Local Government Regulation 2012*, Council adopt the Operational Plan for 2025/26 as presented.

CARRIED

9/0

Responsible Officer	Director - Corporate Services
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Item Number: 3.2 **File Number:** D25/52435
SUBJECT HEADING: ADOPTION OF KEY BUDGET RELATED POLICIES
Officer's Title: Lead Rates and Utilities Billing Officer / System Administrator

Executive Summary:

The purpose of this report is to adopt supporting policies required to ensure appropriate legislative compliance and execution of Council financial functions for the 2025/26 financial year

Resolution No. SMB/06.2025/02

Moved Cr Brumpton

Seconded Cr Vincent

That Council:

1. Pursuant to Section 193 of the *Local Government Regulation 2012*, adopt the 2025/26 Revenue Policy as contained in Attachment 1.
2. Pursuant to Section 104(5) of the *Local Government Act 2009* and 172 of the *Local Government Regulation 2012*, adopts the Revenue Statement 1 July 2025 – 30 June 2026 as contained in Attachment 2.
3. Pursuant to Section 191 of the *Local Government Regulation 2012*, adopts the Investment Policy as contained in Attachment 3.
4. Pursuant to Section 192 of the *Local Government Regulation 2012*, adopts the Debt Policy as contained in Attachment 4.

CARRIED

9/0

Responsible Officer

**Lead Rates and Utilities Billing Officer /
System Administrator**

Item Number:

3.3

File Number: D25/52631

SUBJECT HEADING:

ADOPTION OF BUDGET 2025/26

Officer's Title:

Chief Financial Officer

Executive Summary:

This report presents the Council proposed budget for 2025/26 for adoption.

Resolution No. SMB/06.2025/03

Moved Cr Brumpton

Seconded Cr Davis

That Council:

1. Pursuant to sections 169, 170 and 171 of the *Local Government Regulation 2012*, adopt the Budget for the 2025/26 financial year as per Attachment 1, incorporating:
 - ☐ The statement of income and expenditure;
 - ☐ The statement of financial position;
 - ☐ The statement of cash flow;
 - ☐ The statement of changes in equity;
 - ☐ The long-term financial plan;
 - ☐ The measures of financial sustainability;
 - ☐ The revenue statement;
 - ☐ The revenue policy;
 - ☐ An assessment of significant and commercial business activities;
 - ☐ The total value of the change in the rates and utility charges levied for the prior financial year compared with the rates and utility charges levied in the 2025/26 Budget, expressed as a percentage, is a 12.62% change;
 - ☐ The Statement of Capital Works; and
 - ☐ Project Works Program.
2. Pursuant to section 205 of the *Local Government Regulation 2012*, note the statement of estimated financial position for the previous financial year as included within the Budget for the 2025/26 financial year as per Attachment 1.

CARRIED

8/1

Cr. Birkett called for a division of the vote.

The outcomes were recorded as follows:

Those in Favour of the Motion	Those Against the Motion
Cr. Brumpton	Cr. Birkett
Cr. Davis	
Cr. Flynn	
Cr. Hancock	
Cr. O'Neil	
Cr. Seawright	
Cr. Taylor	
Cr. Vincent	

Responsible Officer	Chief Financial Officer
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Item Number: 3.4 File Number: D25/52358

SUBJECT HEADING: LEVY AND PAYMENT OF RATES AND CHARGES
2025/26

Officer's Title: Director - Corporate Services

Executive Summary:

Sections 107 and 118 of the Local Government Regulation 2012 require Council to determine:

1. *The issue of and period covered by a rate notice; and*
2. *The date by which rates or charges must be paid.*

Resolution No. SMB/06.2025/04

Moved Cr Davis

Seconded Cr Seawright

That:

1. Pursuant to section 107 of the *Local Government Regulation 2012* and section 114 of the *Fire and Emergency Services Act 1990*, Council's rates and charges, and the State Government's Emergency Management, Fire and Rescue Levy be levied:
 - ☐ for the half year 1 July 2025 to 31 December 2025 – in August/September 2025; and
 - ☐ for the half year 1 January 2026 to 30 June 2026 – in February/March 2026.
2. Pursuant to section 118 of the *Local Government Regulation 2012*, that Council's rates and charges, and the State Government's Emergency Management, Fire and Rescue Levy, be payable within thirty (30) clear calendar days after the issue of the rate notice.

CARRIED

9/0

Responsible Officer	Director - Corporate Services
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Item Number: 3.5 File Number: D25/52729
 SUBJECT HEADING: DISCOUNT ON PROMPT PAYMENT FOR RATES 2025/26
 Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this report is to set the level of discount and discount period for the prompt payment of specified rates for the period ending 30 June 2026.

Resolution No. SMB/06.2025/05

Moved Cr Vincent

Seconded Cr Birkett

That pursuant to section 130 of the *Local Government Regulation 2012*, the differential general rates made and levied shall be subject to a discount on the differential rate of 5 per cent if paid within the discount period of 30 days of the date of issue of the rate notice provided that:

- (a) all of the aforementioned rates and charges are paid within 30 days of the date of issue of the rate notice;
- (b) all other rates and charges appearing on the rate notice (that are not subject to a discount) are paid within 30 days after the date of issue of the rate notice; and
- (c) all other overdue rates and charges relating to the rateable assessment are paid within 30 days of the date of issue of the rate notice.

CARRIED

9/0

Responsible Officer

Chief Financial Officer

Item Number: 3.6 File Number: D25/52733
 SUBJECT HEADING: INTEREST ON OVERDUE RATES AND CHARGES FOR 2025/26
 Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this report is to set the level of interest on overdue rates and charges for the financial period ending 30 June 2026.

Resolution No. SMB/06.2025/06

Moved Cr Vincent

Seconded Cr Hancock

That pursuant to section 133 of the *Local Government Regulation 2012* and the provisions of Council's 2025/26 Revenue Statement, compound interest on daily rests at the rate of 12.12 per cent per annum is to be charged on all overdue rates or charges.

CARRIED

9/0

Responsible Officer

Chief Financial Officer

Item Number:
3.7
File Number: D25/52667
SUBJECT HEADING:
DIFFERENTIAL GENERAL RATING CATEGORIES AND DESCRIPTION 2025/26
Officer's Title:
Chief Financial Officer
Executive Summary:

The purpose of this report is to in principally support a preferred revenue model including descriptions and identification for categories of rateable land for the levying of general rates for the financial year ending 30 June 2026.

Resolution No. SMB/06.2025/07
Moved Cr Brumpton
Seconded Cr Davis

- Pursuant to section 81 of the *Local Government Regulation 2012* and the provisions of Council's 2025/26 Revenue Statement, the categories into which rateable land is categorised, the description of those categories and, pursuant to sections 81(4) and 81(5) of the *Local Government Regulation 2012*, the method by which land is to be identified and included in its appropriate category is as follows:

Table 1 – Rating Categories

Category	Rating Category/Description	Identification (land to which the Primary Land Use Codes apply)
1	Residential A (\$1 to \$40,000) - Land used or capable of being used for residential purposes which has a rateable value equal to or greater than \$1 but less than or equal to \$40,000	01,02,03,06,08,09,72
2	Residential B (\$40,001 to \$70,000) - Land used or capable of being used for residential purposes which has a rateable value of more than \$40,000 but less than or equal to \$70,000	01,02,03,06,08,09,72
3	Residential C >\$70,000 - Land used or capable of being used for residential purposes which has a rateable value of more than \$70,000	01,02,03,06,08,09,72
5	Lge Housesite or Sml Rural & Rural Res-A (<=\$40,000) - Land used or capable of being used for rural residential, residential or rural purposes which has an area of more than 1 hectare but less than 20 hectares and a rateable value of less than or equal to \$40,000, which is not otherwise categorised	03,04,05,06,60-87,89,93,94
6	Lge Housesite or Sml Rural & Rural Res-B (\$40,001-\$70,000) - Land used or capable of being used for rural residential, residential or rural purposes, which has an area of more than	03,04,05,06,60-87,89,93,94

		1 hectare, but less than 20 hectares and a rateable value of more than \$40,000 and less than or equal to \$70,000, which is not otherwise categorised	
7		Lge Housesite or Sml Rural & Rural Res-C (\$70,001-\$200,000) - Land used or capable of being used for rural residential, residential or rural purposes which has an area of more than 1 hectare but less than 20 hectares and a rateable value of more than \$70,000 and less than or equal to \$200,000, which is not otherwise categorised	03,04,05,06,60-87,89,93,94
8		Lge Housesite or Sml Rural & Rural Res-D (>\$200,000) - Land used or capable of being used for rural residential, residential or rural purposes, which has an area of more than 1 hectare but less than 20 hectares and a rateable value of greater than \$200,000, other than land included in categories 81 or 82, which is not otherwise categorised	03,04,05,06,60-87,89,93,94
9		Rural >=20ha - <80ha - Land used or capable of being used for rural purposes which has an area equal to or greater than 20 hectares but less than 80 hectares, other than land included in categories 81 or 82, which is not otherwise categorised	04,05,06,60-89,93,94
10		Rural 80 to <1,000ha - Land used or capable of being used for rural purposes which has an area equal to or greater than 80 hectares but less than 1,000 hectares, other than land included in categories 81 or 82, which is not otherwise categorised	04,05,06,60-89,93,94
11		Rural 1,000 to < 5,000ha - Land used or capable of being used for rural purposes, which has an area equal to or greater than 1,000 hectares but less than 5,000 hectares, other than land included in categories 81 or 82, which is not otherwise categorised	04,05,06,60-89,93,94
12		Rural 5,000 to < 15,000ha - Land used or capable of being used for rural purposes which has an area equal to or greater than 5,000 hectares but less than 15,000 hectares, other than land included in categories 81 or 82, which is not otherwise categorised	04,05,06,60-89,93,94
13		Rural 15,000 to < 25,000ha - Land used or capable of being used for	04,05,06,60-89,93,94

		rural purposes which has an area equal to or greater than 15,000 hectares but less than 25,000 hectares, other than land included in categories 81 or 82, which is not otherwise categorised	
14	Rural 25,000 to 50,000ha - Land used or capable of being used for rural purposes which has an area equal to or greater than 25,000 hectares but less than or equal to 50,000 hectares, other than land included in categories 81 or 82, which is not otherwise categorised	04,05,06,60-89,93,94	
15	Rural >50,000ha - Land used or capable of being used for rural purposes which has an area greater than 50,000 hectares, other than land included in categories 81 or 82, which is not otherwise categorised	04,05,06,60-89,93,94	
16	Pump Sites and Bores - Land owned by one or more persons for the purpose of stock water or bore supplies used to water stock or supply domestic premises	95	
17	Intensive Animal Ind (1,000-1,999 SCU) - Land used or intended for use, in whole or in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of more than or equal to 1,000 and less than or equal to 1,999 standard cattle units (SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	
18	Intensive Animal Ind (2,000-2,999 SCU) - Land used or intended for use, in whole or in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of more than or equal to 2,000 and less than or equal to 2,999 standard cattle units (SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	
19	Intensive Animal Ind (3,000-3,999 SCU) - Land used or intended for use, in whole or in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of more than or equal to 3,000 and less than or equal to 3,999 standard cattle units (SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	
20	Intensive Animal Ind (4,000-4,999 SCU) - Land used or intended for use, in whole or	62,65 or 66 or has an alternative land use with	

		in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of more than or equal to 4,000 and less than or equal to 4,999 standard cattle units (SCU)	an intensive animal industry approval
	21	Intensive Animal Ind (5,000-7,499 SCU) - Land used or intended for use, in whole or in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of more than or equal to 5,000 and less than or equal to 7,499 standard cattle units (SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval
	22	Intensive Animal Ind (7,500-9,999 SCU) - Land used or intended for use, in whole or in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of more than or equal to 7,500 and less than or equal to 9,999 standard cattle units (SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval
	23	Intensive Animal Ind (10,000-14,999 SCU) - Land used or intended for use, in whole or in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of more than or equal to 10,000 and less than or equal to 14,999 standard cattle units (SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval
	24	Intensive Animal Ind (15,000-19,999 SCU) - Land used or intended for use, in whole or in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of more than or equal to 15,000 and less than or equal to 19,999 standard cattle units (SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval
	25	Intensive Animal Ind ($\geq 20,000$ SCU) Land used or intended for use, in whole or in part, for the purposes of Intensive Animal Industry requiring approval by Council or requiring licensing as an Environmentally Relevant Activity and having an approved capacity of greater than or equal to 20,000 standard cattle units (SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval
	26	Accommodation, Caravan parks, Hotels and Motels	42,43,47,48 and 49

		Land used or intended for use, in whole or in part, for the purpose of accommodation, caravan parks, hotels and motels other than land included in categories 59-65	
27	Commercial - Land used or capable of being used in whole or in part for commercial purposes other than land is included in categories 26, 28 to 30, 37 to 39 and 59 to 65	01,04,06-39,41-48,72,92,96,97 or 99	
28	Commercial/Industrial (Community Titles Scheme/Building Unit/Group Title) - Land used or capable of being used in whole or in part for commercial or industrial purposes (Community Title Schemes/ Building Unit/Group Title) other than land is included in categories 26,27, 29,30,37-39 and 59-65	01,04,06-39,41-48,72,92,96,97 or 99	
29	Commercial/ Industrial >10Ha - Land used or capable of being used in whole or in part for commercial or industrial purposes which has an area greater than 10 hectares, other than land is included in categories 26 to 28, 30, 37 to 39 and 59 to 65	01,04,06-39,41-48,72,92,96,97 or 99	
30	Shopping Centre - Land being used for the purpose of a shopping centre with a gross floor area exceeding 2500m2, where the land is tenanted by either a department store or large supermarket with major onsite parking facilities and/or a number of specialty shops or offices with major onsite parking facilities	12-16	
31	Community Purposes - Land used for community purposes where the land is operated on a not-for-profit basis and including land used for the purposes of sporting clubs, religious facilities, educational facilities, libraries, parks, showgrounds, racecourses, and cemeteries except where exempt under Section 93 (3) (i) (ii) of the <i>Local Government Act 2009</i>	48, 50 -59	
32	Industry - Land used or capable of being used in whole or in part for industrial purposes other than where land is included in categories 17 to 30 or where land is included in categories 59 - 68	01,04,06- 39,41-48,72,92,96,97 or 99	

33	Service Stations, Transport Terminals Land used or capable of being used in whole or in part for industrial or commercial purposes other than where land is included in categories 27-29, 32	29,30
34	Abattoir< 75,000 kills - Land used in whole or in part as an abattoir with less than 75,000 kills annually	Intentionally left blank
35	Abattoir>= 75,000 kills - Land used in whole or in part as an abattoir with greater than or equal to 75,000 kills annually	Intentionally left blank
36	Refinery - Land used in whole or part for the purpose of a gas refinery or separation plant	31
37	Transformers< 1MVA- Land used in whole or in part for a transformer with less than 1 MVA	91
38	Transformers 1 - 10MVA - Land used in whole or in part for a transformer with 1 or more MVA or less than or equal to 10 MVA	91
39	Transformers >10MVA- Land used in whole or in part for a transformer with greater than 10 MVA	91
40	Renewable Energy Generation Facility - Land used in whole or in part for: (a) the generation and/or storage of energy from renewable resources that is connected to the main power grid; or for any purpose ancillary to or associated with (a).	Intentionally left blank
41	Multi-Use Renewable Energy Facility - Land used or intended to be used, in whole or in part for generation and storage of renewable energy from more than one renewable energy system (e.g. solar and battery on the same parcel of land)	Intentionally left blank
42	Battery Storage Facility - Land used or intended to be used, in whole or part, to store electricity by means of one (1) or a cluster of Battery Storage Power Stations that is capable of storing at least one (1) megawatt of power and which is not co-located on land being used as a Renewable Energy Generation Facility.	Intentionally left blank

	50	Extractive/Waste A (<=5,000tpa) - Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is less than or equal to 5,000tpa	40 or has an alternative land use with an extractive and/or waste receipt approval
	51	Extractive/Waste Ind B (5,001-20,000tpa) - Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is greater than 5,000tpa and less than or equal to 20,000 tpa.	40 or has an alternative land use with an extractive and/or waste receipt approval
	52	Extractive/Waste Ind C (20,001- 50,000tpa) - Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is greater than 20,000tpa and less than or equal to 50,000 toa.	40 or has an alternative land use with an extractive and/or waste receipt approval
	53	Extractive/Waste D (50,001-100,000tpa)- Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is greater than 50,000tpa and less than or equal to 100,000 tpa	40 or has an alternative land use with an extractive and/or waste receipt approval
	54	Extractive/Waste E (100,001-200,000tpa) - Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is greater than 100,000tpa and less than or equal to 200,000 tpa	40 or has an alternative land use with an extractive and/or waste receipt approval
	55	Extractive/Waste F (200,001-500,000tpa) - Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is greater than	40 or has an alternative land use with an extractive and/or waste receipt approval

		200,000tpa and less than or equal to 500,000 tpa	
56		Extractive/Waste Ind G (>500,000tpa) - Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is greater than 500,000tpa	40 or has an alternative land use with an extractive and/or waste receival approval
57		Extractive/Waste H (1ha-50ha, tpa unknown)- Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is unknown and the area is equal to or greater than 1 hectare but less than or equal to 50 hectares	40 or has an alternative land use with an extractive and/or waste receival approval
58		Extractive/Waste I (>50ha, tpa unknown) - Land used in whole or in part for the purposes of extractive industry and/or waste processing recycling or disposal activities, where the permitted tonnage of extractive material production and/or waste volumes per annum is unknown and the area is greater than 50 hectares	40 or has an alternative land use with an extractive and/or waste receival approval
59		Accommodation Work Camps - D (1-20) - Land used or available for use in whole or in part for the purpose of an accommodation work camp with greater than or equal to 1 accommodation unit but less than or equal to 20 accommodation units	Intentionally left blank
60		Accommodation Work Camps - E (21- 50) - Land used or available for use in whole or in part for the purpose of an accommodation work camp with greater than or equal to 21 accommodation units but less than or equal to 50 accommodation units	Intentionally left blank
61		Accommodation Work Camps - F (51- 150) - Land used or available for use in whole or in part for the purpose of an accommodation work camp with greater than or equal to 51 accommodation unit but less than or equal to 150 accommodation units	Intentionally left blank

	62	Accommodation Work Camps - G (151-250) - Land used or available for use in whole or in part for the purpose of an accommodation work camp with greater than or equal to 151 accommodation units but less than or equal to 250 accommodation units	Intentionally left blank
	63	Accommodation Work Camps - A (251-500) - Land used or available for use in whole or in part for the purpose of a large accommodation work camp with greater than 250 accommodation units but less than or equal to 500 accommodation units	Intentionally left blank
	64	Accommodation Work Camps - B (501-750) - Land used or available for use in whole or in part for the purpose of a large accommodation work camp with greater than 500 accommodation units but less than or equal to 750 accommodation units	Intentionally left blank
	65	Accommodation Work Camps - C (>750) - Land used or available for use in whole or in part for the purpose of a large accommodation work camp with greater than 750 accommodation units	Intentionally left blank
	69	Other Gas & Oil - A (<=6ha) - Land used in whole or part for or in association or connection with, the extraction, processing or transportation of petroleum or natural gas pursuant to a lease, where the leased area is less than or equal to 6 hectares other than land included in category 36 or 59-65	31,35 or 36
	70	Other Gas & Oil - B (>6ha-1,000ha) - Land used in whole or part for or in association or connection with, the extraction, processing or transportation of petroleum or natural gas pursuant to a lease, where the leased area is greater than 6 hectares and less than or equal to 1,000 hectares other than land included in category 36 or 59 - 65	31,35 or 37
	71	Other Gas & Oil-C(>1,000ha) - Land used in whole or in part for or in association or connection with, the extraction, processing or transportation of petroleum or natural gas pursuant to a lease, where the leased area is greater than 1,000 hectares other than land included in category 36 or 59 - 65	31,35 or 38

72	Petroleum Leases - A (<=30,000ha) - Petroleum leases issued within the Region with an area equal to or less than 30,000 hectares.	40
73	Petroleum Lease - B Conventional gas >10,000ha - Petroleum leases - conventional gas - issued within the Region with an area greater than 10,000 hectares	40
74	Petroleum Leases - C (>30,000ha) - Petroleum leases issued within the Region with an area greater than 30,000 hectares	40
80	Other Land (not categorised elsewhere) - Land not included in any of the other categories	Intentionally left blank
81	Rural >=\$11M & <\$16.5M - Land used or capable of being used for rural purposes which has a rateable value equal to or greater than \$11,000,000 but less than \$16,500,000	04,05,06,60-89,93,94
82	Rural >=\$16.5M - Land used or capable of being used for rural purposes which has a rateable value equal to or greater than \$16,500,000	04,05,06,60-89,93,95
83	Carbon Farming =>100,000 ACCU's - Land used or capable of being used for rural purposes that has been issued with 100,000 or more Australian Carbon Credit Units (ACCU's) which is not otherwise categorised	04,05,06,60-89,93,94
<p>2. Delegate to the Chief Executive Officer the power, pursuant to sections 81(4) and 81(5) of the <i>Local Government Regulation 2012</i>, to identify the rating category to which each parcel of rateable land belongs.</p> <p>CARRIED 9/0</p>		

Responsible Officer	Chief Financial Officer
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Item Number: 3.8 File Number: D25/52673

SUBJECT HEADING: DECLARATION OF DIFFERENTIAL GENERAL RATES 2025/26

Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this report is to decide the differential general rate and minimum general rates for each differential general rate category, for the financial year ending 30 June 2026.

Resolution No. SMB/06.2025/08
Moved Cr Brumpton
Seconded Cr O'Neil
That:

- Pursuant to section 94 of the *Local Government Act 2009*, section 80 of the *Local Government Regulation 2012*, and the provisions of Council's 2025/26 Revenue Statement, the differential general rate to be made and levied for each differential general rate category and, pursuant to section 77 of the *Local Government Regulation 2012*, the minimum general rate to be made and levied for each differential general rate category is as per below.

Category	Rating Category/Description	Identification (land to which the Primary Land Use Codes apply)	Rate in the Dollar	Min Gener Rate
1	Residential A (\$1 to \$40,000)	01,02,03,06,08,09,72	0.017900	\$519
2	Residential B (\$40,001 to \$70,000)	01,02,03,06,08,09,72	0.017236	\$759
3	Residential C >\$70,000	01,02,03,06,08,09,72	0.011934	\$1,209
5	Lge Housesite or Sml Rural & Rural Res- A (<=\$40,000)	03,04,05,06,60-87,89,93,94	0.025830	\$693
6	Lge Housesite or Sml Rural & Rural Res- B (\$40,001-\$70,000)	03,04,05,06,60-87,89,93,94	0.017118	\$1,087
7	Lge Housesite or Sml Rural & Rural Res- C (\$70,001-\$200,000)	03,04,05,06,60-87,89,93,94	0.009590	\$1,310
8	Lge Housesite or Sml Rural & Rural Res-D (>\$200,000)	03,04,05,06,60-87,89,93,94	0.008796	\$2,076
9	Rural >=20ha - <80ha	04,05,06,60-89,93,94	0.004312	\$702
10	Rural 80 to <1,000ha	04,05,06,60-89,93,94	0.002099	\$850
11	Rural 1,000 to< 5,000ha	04,05,06,60-89,93,94	0.001729	\$850
12	Rural 5,000 to< 15,000ha	04,05,06,60-89,93,94	0.001482	\$1,024
13	Rural 15,000 to < 25,000ha	04,05,06,60-89,93,94	0.001307	\$4,071
14	Rural 25,000 to 50,000ha	04,05,06,60-89,93,94	0.001400	\$5,368
15	Rural >50,000ha	04,05,06,60-89,93,94	0.001245	\$10,572
16	Pump Sites and Bores	95	0.014509	\$367
17	Intensive Animal Ind (1,000-1,999 SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	0.002002	\$1,906
18	Intensive Animal Ind (2,000-2,999 SCU)	62,65 or 66 or has an alternative land use with an intensive	0.002002	\$3,810

		animal industry approval			
19	Intensive Animal Ind (3,000-3,999 SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	0.002002	\$5,715	
20	Intensive Animal Ind (4,000-4,999 SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	0.002002	\$7,632	
21	Intensive Animal Ind (5,000-7,499 SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	0.002002	\$9,543	
22	Intensive Animal Ind (7,500-9,999 SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	0.002002	\$14,284	
23	Intensive Animal Ind (10,000-14,999 SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	0.002002	\$19,043	
24	Intensive Animal Ind (15,000-19,999 SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	0.002002	\$28,564	
25	Intensive Animal Ind ($\geq 20,000$ SCU)	62,65 or 66 or has an alternative land use with an intensive animal industry approval	0.002002	\$38,083	
26	Accommodation, Caravan parks, Hotels and Motels	42,43,47,48 and 49	0.009582	\$1,001	
27	Commercial	01,04,06-39,41-48,72,92,96,97 or 99	0.009500	\$1,001	
28	Commercial/Industrial (Community Scheme/Building Unit/Group Title)	01,04,06-39,41-48,72,92,96,97 or 99	0.014083	\$1,001	
29	Commercial/ Industrial >10Ha	01,04,06-39,41-48,72,92,96,97 or 99	0.007984	\$1,001	
30	Shopping Centre	12-16	0.051318	\$100,072	

31	Community Purposes	48, 50 -59	0.003787	\$733	
32	Industry	01,04,06- 39,41- 48,72,92,96,97 or 99	0.011959	\$1,001	
33	Service Stations, Transport Terminals	29,30	0.011043	\$1,001	
34	Abattoir< 75,000 kills	Intentionally left blank	0.009865	\$842	
35	Abattoir>= 75,000 kills	Intentionally left blank	0.009865	\$1,019	
36	Refinery	31	12.43329 9	\$347,584	
37	Transformers< 1MVA	91	0.094255	\$2,683	
38	Transformers 1 - 10MVA	91	0.342395	\$26,808	
39	Transformers >10MVA	91	0.226539	\$80,422	
40	Renewable Energy Generation Facility	Intentionally left blank	0.068670	\$30,188	
41	Multi-Use Renewable Energy Facility	Intentionally left blank	0.100842	\$37,318	
42	Battery Storage Facility	Intentionally left blank	0.897929	\$35,918	
50	Extractive/Waste A (<=5,000tpa)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$1,628	
51	Extractive/Waste Ind B (5,001-20,000tpa)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$2,035	
52	Extractive/Waste Ind C (20,001-50,000tpa)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$8,129	
53	Extractive/Waste D (50,001-100,000tpa)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$16,257	
54	Extractive/Waste E (100,001-200,000tpa)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$32,513	

55	Extractive/Waste F (200,001-500,000tpa)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$48,767	
56	Extractive/Waste Ind G (>500,000tpa)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$97,533	
57	Extractive/Waste H (1ha-50ha, tpa unknown)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$8,129	
58	Extractive/Waste I (>50ha, tpa unknown)	40 or has an alternative land use with an extractive and/or waste receival approval	0.003121	\$32,513	
59	Accommodation Work Camps - D (1-20)	Intentionally left blank	0.155226	\$4,503	
60	Accommodation Work Camps - E (21- 50)	Intentionally left blank	0.688425	\$47,262	
61	Accommodation Work Camps - F (51- 150)	Intentionally left blank	0.126425	\$114,779	
62	Accommodation Work Camps - G (151- 250)	Intentionally left blank	0.467981	\$339,817	
63	Accommodation Work Camps - A (251-500)	Intentionally left blank	0.475970	\$564,860	
64	Accommodation Work Camps - B (501-750)	Intentionally left blank	0.475972	\$1,127,470	
65	Accommodation Work Camps - C (>750)	Intentionally left blank	0.475972	\$1,690,076	
69	Other Gas & Oil - A (<=6ha)	31,35 or 36	1.131482	\$34,529	
70	Other Gas & Oil - B (>6ha-1,000ha)	31,35 or 37	1.535676	\$55,075	
71	Other Gas & Oil-C(>1,000ha)	31,35 or 38	1.535676	\$135,565	
72	Petroleum Leases - A (<=30,000ha)	40	2.166281	\$149,575	
73	Petroleum Lease - B Conventional gas >10,000ha	40	2.166281	\$271,560	
74	Petroleum Leases - C (>30,000ha)	40	2.166281	\$583,052	

80	Other Land (not categorised elsewhere)	Intentionally left blank	0.002415	\$834	
81	Rural >=\$11M & <\$16.5M	04,05,06,60-89,93,94	0.001608	\$21,363	
82	Rural >=\$16.5M	04,05,06,60-89,93,95	0.001756	\$32,783	
83	Carbon Farming =>100,000 ACCU's	04,05,06,60-89,93,94	0.001828	\$4,071	
<p>2. Pursuant to section 172 of the <i>Local Government Regulation 2012</i>, Council note that no limit on the increase in rates or charges is proposed.</p> <p>CARRIED 8/1</p>					

Responsible Officer	Chief Financial Officer
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Item Number: 3.9 File Number: D25/52691

SUBJECT HEADING: WATER UTILITY CHARGES 2025/26

Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this report is to make and levy Water Utility Charges for 2025/26.

Resolution No. SMB/06.2025/09

Moved Cr Birkett

Seconded Cr Davis

That:

- Pursuant to section 94 of the *Local Government Act 2009*, section 99 of the *Local Government Regulation 2012*, and the provisions of Council's 2025/26 Revenue Statement, Council make and levy water utility charges, for the supply of water services by the Council, as set out in the table below.

Table 4 - Metered Potable Water Access Infrastructure Charge	
Description	2025/26 Annual Charge
Vacant and non-metered	\$288
20mm meter connection	\$576
25mm meter connection	\$897
30mm meter connection	\$1,294
40mm meter connection	\$2,300
50mm meter connection	\$3,594
60mm meter connection	\$5,176
70mm meter connection	\$7,011
80mm meter connection	\$9,202
90mm meter connection	\$11,590
100mm meter connection	\$14,378
150mm meter connection	\$17,972

Metered Potable Water Usage Charge				
Description			2025/26 Charge	
The per kilolitre usage charge for all users connected to the potable water supply system in each of the nominated towns			\$1.05 cents per kilolitre (i.e. 1,000 litres)	

Table 5 - Unmetered Potable Water Service Charge				
Classification (Areas shown below are total building "Floor Areas")	Estimated average water usage of the consumers within group (kL)	\$ / Unit	Allocated Units	2025/26 Annual Charge
Commercial, Industrial				
0 - 833.91 m2	750	\$13.60	64	\$870.40
833.92 - 1,633.91 m2	1242	\$13.60	106	\$1,441.60
Every 100 m2 over 1,633.91 m2	58	\$13.60	5	\$68.00
Laundries, Butchers, Bakers, Garages				
0 - 200 m2	750	\$13.60	64	\$870.40
201 - 400 m2	1406	\$13.60	120	\$1,632.00
401 - 1,600 m2	1828	\$13.60	156	\$2,121.60
Public Halls, Public Theatres, Meeting Places, Community Clubs & Associations				
0 - 200 m2	433	\$13.60	37	\$503.20
201 - 600 m2	843	\$13.60	72	\$979.20
Hotels				
Hotels	2625	\$13.60	224	\$3,046.40
Bowls Clubs, Golf Clubs				
Bowls Club	1875	\$13.60	160	\$2,176.00
Golf Club	1875	\$13.60	160	\$2,176.00
Places of Worship				
Churches	433	\$13.60	37	\$503.20

Table 6 - Unmetered Non-Potable Water Charge - Surat

Classification	Unit	Estimated average water usage of the Consumers within group (kL)	2025/26 Annual Charge
Vacant land water supply connection	1	222	\$411
Private residences, Flats, CWA Hostel, Picture Theatre, Public Halls, Fire Brigade, Sawmill, Racecourse, Wild Game Boxes, Housing Commission and Government Residences, Business Premises in separate occupation or tenancy and not connected to private residence or flat.	1	222	\$411
Rural Properties including Dairy, "Dunwaitin" and "Rewfarm"	1	222	\$411
Private residence / flat with one business	1.5	333	\$616.50
Court House, Caravan Park, Cafe and Residence, Golf Club, Private Residences with two businesses, Industrial Estate, Macropod Processing Plants, Slaughter House.	2	444	\$822
Bowls Club, Cobb & Co Country Motel Surat	3	666	\$1,233
Royal Hotel/Motel, Warroona Retirement Village, Hospital	4	888	\$1,644
State/Pre-School	7	1,554	\$2,877
<p>2. Pursuant to section 102(2) of the <i>Local Government Regulation 2012</i>, water consumption is levied half yearly for the readings undertaken prior to 31 December 2025 and prior to 30 June 2026.</p>			
CARRIED			9/0

Responsible Officer	Chief Financial Officer
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Item Number: 3.10 File Number: D25/52695

SUBJECT HEADING: SEWERAGE UTILITY CHARGES 2025/26

Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this report is to make and levy Sewerage Utility Charges for 2025/26.

Resolution No. SMB/06.2025/10

Moved Cr Birkett

Seconded Cr Vincent

That pursuant to section 94 of the *Local Government Act 2009* and section 99 of the *Local Government Regulation 2012*, and the provisions of Council's 2025/26 Revenue Statement, Council makes and levy sewerage utility charges, for the supply of sewerage services by the Council, as set out in the table below:

Table 3 - Sewerage Utility Charges	
Service Level	2025/26 Annual Charge
Pedestal Charge per property	
Vacant Land	\$255
Urinal (600mm) (1)	\$510
1st Pedestal	\$510
2nd Pedestal	\$440
Additional Pedestals (per pedestal)	\$390
Government Pedestals	\$695
Trade Waste (2)	
Category 0	Nil
Category 1	\$348
Category 2	\$463
Category 3	\$695
(1) 1 Urinal (600 mm) or part thereof = 1 pedestal. Each additional 600mm will be levied as per pedestal charge rates. (2) Trade Waste is liquid waste produced by industry, business, trade or manufacturing premises, other than domestic sewage, illegal substances and stormwater.	
CARRIED	9/0

Responsible Officer	Chief Financial Officer
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Item Number: 3.11 File Number: D25/52698
 SUBJECT HEADING: WASTE MANAGEMENT UTILITY CHARGES 2025/26
 Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this report is to make and levy Waste Management Utility Charges for 2025/26.

Resolution No. SMB/06.2025/11

Moved Cr Vincent

Seconded Cr Davis

That:

1. Pursuant to section 94 of the *Local Government Act 2009*, section 99 of the *Local Government Regulation 2012*, and pursuant to the provisions of the 2025/26 Revenue Statement, Council make and levy waste management utility charges, for the supply of waste management services (including the collection, removal, storage and disposal of general waste) by the Council, as set out in the table below:

Table 2 - Waste Management Utility Charges	
Service Level	2025/26 Annual Charge
Domestic Wheelie Bin Service per weekly collection service	
240 Litre wheelie bin (each)	\$311
Industrial Bin Service – Mitchell & Surrounds Only	
Industrial Bin - 1 weekly collection (each)	\$1,100
Industrial Bin - 1 fortnightly collection (each)	\$550

2. Waste management utility charges are to be levied in the 2025/26 financial year on all properties, irrespective of the level of service used, within Council's declared waste collection service area.

CARRIED

9/0

Responsible Officer

Chief Financial Officer

Item Number:

3.12

File Number: D25/52709

SUBJECT HEADING:

PEST MANAGEMENT SPECIAL RATE 2025/26

Officer's Title:

Chief Financial Officer

Executive Summary:

The purpose of this report is to make and levy a Pest Management Special Rate for 2025/26.

Resolution No. SMB/06.2025/12

Moved Cr Seawright

Seconded Cr Birkett

That pursuant to section 94 of the *Local Government Act 2009*, section 94 of the *Local Government Regulation 2012*, and the provisions of Council's 2025/26 Revenue Statement, Council make and levy a special rate to be known as the ("Pest Management Special Rate) of 0.0001243 cents in the dollar on the unimproved capital value of all rateable land to which the overall plan applies, to fund the cost of Pest Management, including pest animals and pest plants, across the Maranoa.

CARRIED

9/0

Responsible Officer

Chief Financial Officer

Item Number: 3.13 File Number: D25/52719

SUBJECT HEADING: STATE GOVERNMENT PRECEPT SPECIAL RATE
2025/26

Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this report is to make and levy a State Government Precept Special Rate for 2025/26.

Resolution No. SMB/06.2025/13

Moved Cr Seawright

Seconded Cr Brumpton

That pursuant to section 94 of the *Local Government Act 2009*, section 94 of the *Local Government Regulation 2012*, and the provisions of Council's 2025/26 Revenue Statement, Council make and levy a special rate (to be known as the "State Government Precept Special Rate") of 0.000101 cents in the dollar on the unimproved capital value of all rateable land to which the overall plan applies, to fund the cost of the State Government Precept charge, research and 'on-ground' works.

CARRIED

9/0

Responsible Officer

Chief Financial Officer

Item Number: 3.14 File Number: D25/52215

SUBJECT HEADING: RURAL FIRE BRIGADE SPECIAL CHARGE 2025/26

Officer's Title: Director - Corporate Services

Executive Summary:

The purpose of this report is to set a Rural Fire Brigade Special Charge for the year ending 30 June 2026.

Resolution No. SMB/06.2025/14

Moved Cr Brumpton

Seconded Cr Seawright

That pursuant to section 94 of the *Local Government Act 2009*, section 94 of the *Local Government Regulation 2012* and Council's 2025/26 Revenue Statement, Council make and levy a special charge (to be known as the "Rural Fire Brigade Special Charge") for 2025/26 as detailed in the table below on all rateable lands serviced by the rural fire brigades for Amby, Mungallala, Yuleba and Orange Hill, to contribute to the operational costs of fire-fighting and the ongoing provision and maintenance of rural fire-fighting equipment for the rural fire brigade, as follows:

Rural Fire Brigade Special Charge	Special Charge on all rateable lands serviced by each Rural Fire Brigade
Amby	\$74.58
Mungallala	\$74.58
Yuleba	\$74.58
Orange Hill	\$50.00

CARRIED

9/0

Responsible Officer

Director - Corporate Services

Item Number: 3.15 **File Number:** D25/52663

SUBJECT HEADING: RATES AND CHARGES REBATE AND CONCESSIONS POLICY

Officer's Title: Chief Financial Officer

Executive Summary:

Local Government Regulation 2012 Section 119 provides that a local government may grant a ratepayer a concession for rates or charges.

Resolution No. SMB/06.2025/15

Moved Cr O'Neil

Seconded Cr Birkett

That Council:

- 1. Adopt the revised Rates and Charges Rebate and Concessions Policy as presented.**
- 2. Repeal the Waste and Water Charges Concessions (Home Haemodialysis) Policy.**

CARRIED

9/0

Responsible Officer

Chief Financial Officer

Item Number: 3.16 **File Number:** D25/52659

SUBJECT HEADING: DEBTOR MANAGEMENT POLICY

Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this policy is to establish clear and consistent guidelines for the timely recovery of overdue debts. This policy is designed to ensure the fair and equitable treatment of all customers with outstanding debts, while supporting Council's responsibility to maintain financial sustainability and uphold the integrity of its operations.

Resolution No. SMB/06.2025/16

Moved Cr Hancock

Seconded Cr Vincent

That Council:

- 1. Adopt the Debtor Management Policy as presented;**
- 2. Repeal the Sundry Debt Recovery Policy;**
- 3. Repeal the Rates and Charges Debt Recovery Policy; and**
- 4. Repeal the Utilities Debt Recovery Policy.**

CARRIED

9/0

Responsible Officer

Chief Financial Officer

Item Number: 3.17 File Number: D25/52812
 SUBJECT HEADING: SIGNIFICANT BUSINESS ACTIVITIES AND THE CODE OF COMPETITIVE CONDUCT 2025/26
 Officer's Title: Chief Financial Officer

Executive Summary:

The purpose of this report is to seek Council's adoption of the identified business activities that will be conducted by Council during the 2025/26 financial year and represents the Code of Competitive Conduct assessment prescribed under the Local Government Act 2009 and Local Government Regulation 2012 applicable to Maranoa Regional Council.

Resolution No. SMB/06.2025/17

Moved Cr Brumpton

Seconded Cr Seawright

That Council:

1. Notes that for the 2025/26 financial year, Council will not conduct any significant business activity.
2. Resolves for the 2025/26 financial year that under Section 47(8) of the *Local Government Act 2009* the code of competitive conduct will not apply to the following business activities of Council for the reasoning that the business activities are both below the prescribed thresholds and are primarily conducted as a non-competitive community service and the costs of applying competition reforms to these activities outweigh any realisable benefits:
 - ☐ Building certifying activity;
 - ☐ Quarry operations;
 - ☐ Saleyards operations;
 - ☐ Waste management;
 - ☐ Airport operations;
 - ☐ Water and sewerage services;
 - ☐ Gas operations; and
 - ☐ Cemetery services.

CARRIED

9/0

Responsible Officer

Chief Financial Officer

CLOSURE

There being no further business, the Mayor thanked Council for their attendance and declared the meeting closed at 10.19am.

These Minutes are to be confirmed at the next Ordinary Meeting of Council to be held on 10 July 2025, at Roma Administration Centre.

MINUTES OF THE ORDINARY MEETING OF MARANOA REGIONAL COUNCIL HELD AT ROMA ADMINISTRATION CENTRE ON 19 JUNE 2025 SCHEDULED TO COMMENCE AT 11:00 AM

ATTENDANCE

Mayor Cr W M Taylor chaired the meeting with Deputy Mayor Cr C J O'Neil, Cr J R P Birkett, Cr M K Brumpton, Cr A K Davis, Cr P J Flynn, Cr J M Hancock, Cr B R Seawright, Cr J R Vincent (from 11.00am – 12.50pm), Chief Executive Officer – Robert Hayward and Kelly Rogers Minutes Officer in attendance.

AS REQUIRED

Director Corporate Services – Brett Exelby, Director Engineering – Seamus Batstone, Director Regional Development, Environment and Planning – Jamie Gorry, Deputy Director / Strategic Road Management – Cameron Hoffmann, Director Roma – Dean Ellwood, Manager - Airports (Roma) & Regional Compliance – Daniel Jones, Manager Regional Facilities Management – Leah Cooper, Manager - Airports (Roma) & Regional Compliance - Daniel Jones, (Acting) Manager – Planning, Building & Development Services – Lucy Pulsford, (Acting) - Senior Town Planner – Kate Swepson, Lead Local Development Officer – Georgie Adams-Woodall, Planning Officer – Logan Connell, Events attraction Officer – Georgia Nicholls, Project Administration Officer – Tennielle Limpus.

WELCOME

The Mayor welcomed all present and declared the meeting open at 11.00am.

CONFIRMATION OF MINUTES

Resolution No. OM/06.2025/18	
Moved Cr Brumpton	Seconded Cr Davis
That the minutes of the Ordinary Meeting held on 12 June 2025 be confirmed.	
CARRIED	9/0

Resolution No. OM/06.2025/19	
Moved Cr Hancock	Seconded Cr Birkett
That the minutes of the Special Meeting held on 18 June 2025 be confirmed.	
CARRIED	9/0

CONSIDERATION OF NOTICES OF MOTION

Item Number:	8.1	File Number: D25/58697
SUBJECT HEADING:	YULEBA COMMUNITY PROJECTS WATER PLAY	
Officer's Title:	Deputy Director / Strategic Road Management Project Officer - Contract Management Office	

Original Resolution Meeting Date:	24 April 2025
Original Resolution Number:	OM/04.2025/04 44
Original Resolution:	

Moved Cr Seawright

Seconded Cr O'Neil

That Council:

1. Endorse the final design of the Yuleba Water Play, based on Option 1 with the following modifications:
 - Removal of internal rocks within the original rock outline;
 - Removal of “pebble treatment” and inclusion of a painted blue concrete surface and representation of local lagoon fauna as illustrated in Option 2;
 - Relocation of the pump room to the rear of the project.
2. Approve the reallocation of surplus funds of \$300,000 from the Wallumbilla Multipurpose Building Construction project to the Yuleba Community Projects – Main Street.
3. Provide an update to the community on the project via pre-construction/commencement media release.

CARRIED

7/0

Resolution No. OM/06.2025/20

Moved Cr Seawright

Seconded Cr O'Neil

That Council repeal Resolution Number OM/04.2025/44 and replace with:

That Council:

1. Endorse the final design of the Yuleba Water Play, based on Option 1 with the following modifications:
 - Removal of internal rocks within the original rock outline;
 - Removal of “pebble treatment” and inclusion of a painted blue concrete surface and representation of local lagoon flora and fauna;
 - Relocation of the pump room to the rear of the project.
2. Approve the reallocation of surplus funds of \$300,000 from the Wallumbilla Multipurpose Building Construction project to the Yuleba Community Projects – Main Street.
3. Provide an update to the community on the project via pre-construction/commencement media release.

CARRIED

9/0

Responsible Officer

Deputy Director / Strategic Road Management

BUSINESS

CORPORATE SERVICES

Item Number: 11.1 **File Number:** D25/56931
SUBJECT HEADING: AUDIT AND RISK COMMITTEE TERMS OF REFERENCE
Officer's Title: Director - Corporate Services

Executive Summary:

The Audit Committee Terms of Reference (ToR) were last adopted by Council on 24 May 2024. Following an internal review and governance feedback process conducted by the Local Government Managers Australia (LGMA), the Terms of Reference have been updated to reflect best practice in financial oversight, risk management, and audit governance.

The updated Terms of Reference rename the body as the Audit and Risk Committee, and more clearly articulate its authority, responsibilities, membership structure, and meeting procedures, ensuring alignment with relevant provisions of the Local Government Act 2009, Local Government Regulation 2012, and best practice guidelines from the Queensland Audit Office and Queensland Treasury Corporation.

Resolution No. OM/06.2025/21

Moved Cr Brumpton

Seconded Cr Davis

That Council adopt the updated Terms of Reference for the Audit and Risk Committee as presented.

CARRIED

9/0

Responsible Officer

Director - Corporate Services

Item Number: 11.2 **File Number:** D25/57704
SUBJECT HEADING: MONTHLY FINANCIAL REPORT AS AT 31 MAY 2025
Officer's Title: Management Accountant
 Chief Financial Officer

Executive Summary:

The purpose of this report was to present the monthly financial report to Council in accordance with section 204 of the Local Government Regulation 2012 for the period ended 31 May 2025.

Operating Result

The Year to Date (YTD) actual result at the end of May 2025 was a deficit of \$8.924 million, against a YTD budgeted result for that same period of a surplus of \$1.948 million. The unfavourable variance of \$10.872 million is primarily a result of the following:

- ☐ Materials & Services: Flood Event 13 expensed but not budgeted (\$11.350M)
- ☐ Employee Costs: Flood Event 13 expensed but not budgeted (\$800K)
- ☐ Employee Costs: Flood Event 15/16/17 expensed but not budgeted (\$2.17M)
- ☐ Depreciation: Revaluations increased cost compared to budget (\$1.49M)
- ☐ Grants & Subsidies: Flood Event 15/16 received not budgeted \$13.148M
- ☐ Grants & Subsidies: Flood Event 13 budgeted but not received (\$7.9M)

Year End Forecast

The current (adjusted) budget result for 30 June 2025 is a deficit of \$5.3 million, approximately \$2.0 million better than expected in the original budget for the year. The following are estimates of changes likely to occur by year end that will impact on the final result:

- ☐ EOFY statutory accounting adjustments increasing expenditure by (\$200k)
- ☐ Flood Event 13 increasing revenue by \$11M
- ☐ Flood Event 13 increasing expenditure by (\$11.582M)
- ☐ Flood Event 15/16 decreasing expenditure by \$900k
- ☐ Capitalisation of operating revenue (\$3.9M)
- ☐ Capitalisation of operating expenditure \$3.9M
- ☐ WIP Finalisations increasing expenditure by (\$350k)

This has an impact on our forecast result for the 30 June 2025, which is now forecast to be a deficit of \$5.5 million.

Resolution No. OM/06.2025/22**Moved Cr Brumpton****Seconded Cr Vincent**

That Council receive and note the Monthly Financial Report for the period ended 31 May 2025.

CARRIED**9/0**

ENGINEERING

Item Number:**12.1****File Number: D25/49327****SUBJECT HEADING:****MEMORANDUM OF UNDERSTANDING BETWEEN
QUEENSLAND FIRE DEPARTMENT & MARANOA
REGIONAL COUNCIL****Officer's Title:****Emergency Management Coordinator*****Executive Summary:***

Council has previously maintained a Memorandum of Understanding (MoU) with Queensland Fire and Emergency Services (QFES). This MoU is scheduled to expire on 30 June 2025.

Following recent machinery-of-government changes, responsibility for this partnership has transitioned from QFES to the newly formed Queensland Fire Department (QFD). As a result, a revised MoU will be established to reflect the updated departmental structure and ensure continued cooperation between Council and the Queensland Fire Department.

The MoU sets out the protocols, procedures, obligations and expectations of both parties regarding the supply, availability and use of machinery and personnel.

Resolution No. OM/06.2025/23

Moved Cr Seawright

Seconded Cr Vincent

That Council authorise the Chief Executive Officer, or delegate, to enter into a Memorandum of Understanding between Queensland Fire Department and Maranoa Regional Council for the period 1 July 2025 to 30 June 2026, for the purpose of enabling the supply of Council machinery and personnel, as required, in support of operations during a fire event.

CARRIED

9/0

Responsible Officer

Emergency Management Coordinator

REPORTS - LOCAL AREA DIRECTORS

Declaration of Interest

Item	13.1
Description	Easter in the Country 2025
Declaring Councillor	Cr Peter Flynn
Person with the interest Related party / close associate / other relationship	Myself
Particulars of Interest	I am an executive member of the Easter in the Country Committee and the group are named in this report.
Type of conflict	Prescribed conflict of interest
Action	Leave the room while the matter is discussed and voted on.

Cr Flynn left the meeting at 11.13am.

Item Number:

13.1

File Number: D25/49027

SUBJECT HEADING:

EASTER IN THE COUNTRY 2025

Officer's Title:

Lead Local Development Officer

Executive Summary:

In accordance with Council Resolution OM/02.2025/29, this report provided a breakdown of in-kind assistance provided by Council to the 2025 Easter in the Country festival.

The report included a recommendation for Council to support the committee in planning for the 50th anniversary of the festival in 2025.

Resolution No. OM/06.2025/24

Moved Cr Hancock

Seconded Cr Brumpton

That Council:

- 1. Commend the Easter in the Country committee for delivering a highly successful 2025 event.**
- 2. Receive and note the in-kind assistance costs.**
- 3. Acknowledge that Council officers have debriefed with Easter in the Country, who has indicated further in-kind assistance may be requested for the 50th anniversary festival in 2026.**

CARRIED

8/0

Responsible Officer

Lead Local Development Officer

Section 150F A (2)(e) of the Local Government Act 2009

For a matter to which the prescribed conflict of interest or declarable conflict of interest relates – the name of each eligible councillor who voted on the matter, and how each eligible councillor voted.

Name of each eligible councillor who voted on the matter:

Cr. John Birkett, Cr. Meryl Brumpton, Cr. Amber Davis, Cr Johanne Hancock, Cr. Cameron O'Neil, Cr Brendan Seawright, Cr Wendy Taylor, Cr. Jane Vincent.

How each eligible councillors voted:

Each councillor voted in favour of the motion.

At cessation of discussion and decision on the abovementioned item, Cr Flynn returned to the meeting at 11.17am.

Item Number: 13.2 **File Number:** D25/57769

SUBJECT HEADING: SPONSORSHIP REQUEST - ROMA AERO CLUB

Officer's Title: Lead Local Development Officer

Executive Summary:

Roma Aero Club (RAC), in collaboration with the Roma Historical Motor Club, sought sponsorship support for its inaugural Wings and Wheels event, scheduled for 9 August 2025 at the Roma Airport. This fly-in style event will feature vintage aircraft and classic car displays, public aviation experiences, and a planned aerial display. RAC is requesting \$4500 to secure the attendance of Warplanes.com.au, a WWII aircraft operator, to perform a public aerial display and provide adventure flights.

The event provides a unique opportunity to engage the community with local aviation, promote the use of the Roma Airport facilities, and stimulate interest in aviation and historical motoring.

Resolution No. OM/06.2025/25

Moved Cr O'Neil

Seconded Cr Davis

That Council:

1. Provide sponsorship of \$1,000 (ex GST) to the Roma Aero Club for the Wings and Wheels event to be held on 9 August 2025 at the Roma Airport and allocate funds from the Sponsorship budget - GL 2887.2249.2001.
2. Provide non-financial assistance through the provision of two Council airport staff to supervise the designated airside event area, in line with aviation security requirements, to the estimated value of \$500, and allocate funds from Work Order 19866.2571.2001 – In-kind Assistance Roma.

CARRIED

9/0

Responsible Officer

Lead Local Development Officer

REGIONAL DEVELOPMENT

Item Number: 14.1 File Number: D25/57727

SUBJECT HEADING: PAYMENT TO QUEENSLAND LOCAL GOVERNMENT MUTUAL - ANNUAL LIABILITY INSURANCE CONTRIBUTION

Officer's Title: Manager - Regional Facilities Management

Executive Summary:

Council has received the annual invoice from Queensland Local Government Mutual for our Liability insurance contribution, this includes Public Liability and Professional Indemnity coverage 2025/26.

Resolution No. OM/06.2025/26

Moved Cr Brumpton

Seconded Cr Birkett

That Council:

1. Authorise payment to Queensland Local Government Mutual (LGM Liability), totalling \$408,873.01 (including GST), being payment for LGM Liability Membership Contribution 2025/26 (\$466,497.11 less annual Surplus Distribution of \$57,624.10).
2. Authorise the Chief Executive Officer to approve the purchase order with expenditure assigned to the 2025/26 budget allocation for liability insurance.

CARRIED

9/0

Responsible Officer

Manager - Regional Facilities Management

Item Number: 14.2 File Number: D25/57044

SUBJECT HEADING: DEVELOPMENT APPLICATION MATERIAL CHANGE OF USE "DWELLING HOUSE" (DOMESTIC OUTBUILDING) - 5 SPENCER STREET, ROMA (REF:2025/21456)

Officer's Title: Planning Officer

Executive Summary:

Langos Construction on behalf of the property owner JE & J Hetherington, have submitted an application for a Material Change of Use "Dwelling House" (Domestic Outbuilding) located at 5 Spencer Street, Roma being Lot 13 on R8610 (the subject premises).

The applicant sought formal approval for the existing 52.5m² garage, which forms part of the current 120m² structure on site. In addition, approval is sought for a proposed 57m² extension to the western side of the carport. This would result in a total domestic outbuilding area of 177m² on the property.

Resolution No. OM/06.2025/27

Moved Cr Flynn

That this lay on the table until later in the meeting [to receive further clarifying information regarding the site under consideration].

CARRIED

9/0

Item Number: L.1 **File Number:** D25/57285
SUBJECT HEADING: DEVELOPMENT APPLICATION MATERIAL CHANGE OF USE "DWELLING HOUSE" (DOMESTIC OUTBUILDING)- LOT 900, WORMWELL DRIVE, ROMA (REF:2025/21474)
Officer's Title: Planning Officer

Executive Summary:

Precinct Urban Planning on behalf of Andrew Stansbie, have submitted a Development Application for a Material Change of Use "Dwelling House" (Domestic Outbuilding) located at Wormwell Drive, Roma being Lot 900 on SP263036 (Proposed Lot 10) (the subject premises).

Moved Cr Flynn

Seconded Cr Birkett

That this item be deferred to a future meeting.

WITHDRAWN

(No vote was taken on the draft procedural motion with Cr Flynn electing to withdraw the draft motion)

Resolution No. OM/06.2025/28

Moved Cr Flynn

That this matter be laid on the table until later in the meeting [*to allow additional time to review the site information and plans for this application*].

CARRIED

9/0

LATE ITEMS

Item Number: L.2 **File Number:** D25/56113
SUBJECT HEADING: LOAN OF HERITAGE ASSETS - HAYSHED TIN SHEETING
Location: Roma
Applicant: Roma Historical Precincts Inc - The Butter Factory
Officer's Title: Project and Administration Officer

Executive Summary:

Council received a request from the Roma Historical Precincts Inc. regarding tin sheeting that was removed from the grain shed on Station Street and is believed to be stored at Council's Cartwright Street depot.

The sheeting holds historical significance, featuring the names and signatures of swaggies, workers, and returned soldiers who frequently camped in the shed.

The Roma Historical Precincts Inc. sought Council's permission to display these sheets at the Butter Factory to recognise and honour their historical and cultural value.

Resolution No. OM/06.2025/29

Moved Cr Brumpton

Seconded Cr Birkett

That Council:

1. Loan the tin sheeting, featuring the names and signatures of swaggies, workers, and returned soldiers, to the Butter Factory at its Roma site for display, ensuring local heritage is preserved, appreciated, and accessible to the community.
2. Enter into a straightforward loan agreement for the period of five (5) years, concluding in June 2030, with an option to renew for an additional five years if requested by the organisation.
3. Update Council's asset registers to reflect this arrangement.

CARRIED

9/0

Responsible Officer

Project and Administration Officer

Item Number:

L.3

File Number: D25/60436

SUBJECT HEADING:

BRIGALOW DISCOVERY CENTRE

Officer's Title:

Project Administration Officer

Executive Summary:

Council has been approached by Meryl Eddie of Boobook seeking a letter of in-principal support for the Brigalow Discovery Centre concept. The request also included the Council's participation on the Steering Committee and consideration of a budget allocation to assist with funding the feasibility study.

Resolution No. OM/06.2025/30

Moved Cr Vincent

Seconded Cr Davis

That Council:

1. Provide a letter of in-principal support for concept of the Brigalow Discovery Centre.
2. Nominate Cr Cameron O'Neil and the Director of Regional Development, Environment & Planning to participate as Council's representatives on the Steering Committee for the Brigalow Discovery Centre.
3. Consider allocating a funding contribution at the Q1 Budget Review to go towards the feasibility study.

CARRIED

9/0

Responsible Officer

Project and Administration Officer

Declaration of Interest

Item	LC.2
Description	Rosedale Road – Request for Extension and Upgrade to Gravel Standard
Declaring Councillor	Cr Meryl Brumpton
Person with the interest Related party / close associate / other relationship	Myself
Particulars of Interest	I am friends with Beth Harms who lives on the start of this road (already gravelled and their property entry is about 1.6km from Carnarvon Highway).
Type of conflict	Declarable conflict of interest
Action	Although I have a declarable conflict of interest, I do not believe a reasonable person could have a perception of bias. Therefore, I will choose to remain in the meeting. However, I will respect the decision of the meeting on whether I can remain and participate in the decision.

Resolution No. OM/06.2025/31	
Moved Cr O'Neil	Seconded Cr Davis
That it is in the public interest that Councillor Brumpton participates and votes on agenda item LC.2 because a reasonable person would trust that the decision is made in the public interest.	
CARRIED	8/0

Declaration of Interest

Item	C.1
Description	Request for Fee Waiver – Planning Application 2025/21479 (Material change of Use “Outdoor Sports & Recreation” (Swim School))
Declaring Councillor	Cr Cameron O'Neil
Person with the interest Related party / close associate / other relationship	Myself
Particulars of Interest	My daughter Georgie is a student at the swim school.
Type of conflict	Declarable conflict of interest
Action	Although I have a declarable conflict of interest, I do not believe a reasonable person could have a perception of bias. Therefore, I will choose to remain in the meeting. However, I will respect the decision of the meeting on whether I can remain and participate in the decision.

Resolution No. OM/06.2025/32

Moved Cr Davis

Seconded Cr Seawright

That it is in the public interest that Councillor O'Neil participates and votes on agenda item C.1 because a reasonable person would trust that the decision is made in the public interest.

CARRIED

8/0

CONFIDENTIAL ITEMS

Resolution No. OM/06.2025/33

Moved Cr O'Neil

Seconded Cr Vincent

In accordance with the provisions of Section 254(J(3) of the Local Government Regulation 2012, that Council resolve to close the meeting to the public at [11.38am] to discuss confidential items that its Councillors consider is necessary to close the meeting.

In accordance with Section 254J(5) of the Local Government Regulation 2012, the following table provides:

- The matters to be discussed;
- An overview of what is to be discussed while the meeting is closed.

Agenda Item	Matters to be discussed (Reasons to close the meeting under the <i>Local Government Regulation 2012</i>)	Overview
C.1 – Request for Fee Waiver – Planning Application 2025/21479 (Material Change of Use “Outdoor Sports & Recreation” (Swim School))	Section 254J(3)(g) Negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.	The applicant requested a waiver of the planning application fees for a Material Change of Use “Outdoor Sports & Recreation” application at 6 Tate Place, Roma, in relation to Plush Babies Water Education located onsite.
C.2 – Great Australian Charity Cattle Drive - MOU	Section 254J(3)(g) Negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.	<p>A proposed event for the Great Australian Charity Cattle Drive was first brought before Council in an Ordinary Meeting on 13 March 2025.</p> <p>In an Ordinary Meeting on 13 March 2025, Council moved Resolution No. OM/03.2025/26 that:</p> <ol style="list-style-type: none"> 1. Council endorse a ticketed sit down ‘Beef Banquet’ event at the Roma Saleyards on Wednesday 6 August 2025 to mark the end of the Great Australian Charity Cattle Drive (GACCD). 2. A Memorandum of Understanding (MOU) be created to clearly outline responsibilities and costs for GACCD

		<p>and Maranoa Regional Council in the planning and execution of the event and be brought back to Council for endorsement.</p> <p>3. Consider a post event report including profits from the event and potential donations.</p> <p>This report brings the MOU back to Council for endorsement, under point 2 of the resolution.</p>
C.3 – Request for Assistance – Plumbing Works – L27 17187	Section 254J(3)(g) Negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.	The owner of 7 Annandale Street, Injune QLD 4454 (properly described as Lot 27 on I7187), has written to Council requesting assistance in repairing the damaged sewerage pipework at the property. Council engaged a plumber to inspect the Council infrastructure of the sewerage line.
LC.1 – Gubberra Quarry	Section 254J(3)(g) Negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.	Council received formal correspondence from the owners of the Gubberra Quarry, located adjacent to the Roma Quarry regarding future operations.
LC.2 – Rosedale Road – Request for Extension and Upgrade to Gravel Standard	Section 254J(3)(g) Negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.	Council considered a formal request from the owners of several freehold rural properties located off Rosedale Road, Roma, seeking the upgrade of approximately 2.7 kilometres of Rosedale Road to an all-weather gravel standard.
CARRIED		9/0

Cr Birkett left the meeting at 11.39am and returned at 11.41am.
 Cr O'Neil left the meeting at 11.44am and returned at 11.45am.

COUNCIL ADJOURNED THE MEETING
 FOR A BRIEF RECESS followed by lunch AT 12.27pm

SUBJECT HEADING: RESUMPTION OF STANDING ORDERS
 COUNCIL RESUMED THE MEETING AT 1.24pm

Cr Vincent was not present at the resumption of Standing Orders and did not return for the remainder of the meeting.

Resolution No. OM/06.2025/34

Moved Cr O'Neil

Seconded Cr Seawright

That Council open the meeting to the public [at 1.24pm].

CARRIED

8/0

Item Number:

C.1

File Number: D25/57226

SUBJECT HEADING:

REQUEST FOR FEE WAVIER - PLANNING APPLICATION 2025/21479 (MATERIAL CHANGE OF USE "OUTDOOR SPORTS & RECREATION" (SWIM SCHOOL))

Officer's Title:

Planning Officer

Executive Summary:

The applicant requested a waiver of the planning application fees for a Material Change of Use "Outdoor Sports & Recreation" (Swim School) application at 6 Tate Place, Roma, in relation to Plush Babies Water Education located onsite.

Resolution No. OM/06.2025/35

Moved Cr Hancock

Seconded Cr O'Neil

That Council:

- 1. Refuse to grant a waiver of the application fee of \$5,901 for the submitted Material Change of Use "Outdoor Sports & Recreation" located at 6 Tate Place, Roma (Reference: 2025/21479), and instead:**
- 2. Apply the fee category for Home Based Business, \$1,519.00 (Impact Assessable) to the Material Change of Use Application.**

CARRIED

8/0

Responsible Officer

Planning Officer

Section 150F A (2)(e) of the *Local Government Act 2009*

For a matter to which the prescribed conflict of interest or declarable conflict of interest relates – the name of each eligible councillor who voted on the matter, and how each eligible councillor voted.

Name of each eligible councillor who voted on the matter:

Cr. John Birkett, Cr. Meryl Brumpton, Cr. Amber Davis, Cr. Peter Flynn, Cr. Johanne Hancock, Cr. Cameron O'Neil, Cr. Brendan Seawright, Cr. Wendy Taylor.

How each eligible councillors voted:

Each councillor voted in favour of the motion.

Item Number: C.2 **File Number:** D25/25530
SUBJECT HEADING: GREAT AUSTRALIAN CHARITY CATTLE DRIVE - MOU
Officer's Title: Events Attraction Officer

Executive Summary:

A proposed event for the Great Australian Charity Cattle Drive was first brought before Council in an Ordinary Meeting on 13 March 2025.

In an Ordinary Meeting on 13 March 2025, Council moved Resolution No. OM/03.2025/26 that:

- 1. Council endorse a ticketed sit down 'Beef Banquet' event at the Roma Saleyards on Wednesday 6 August 2025 to mark the end of the Great Australian Charity Cattle Drive (GACCD).*
- 2. A Memorandum of Understanding (MOU) be created to clearly outline responsibilities and costs for GACCD and Maranoa Regional Council in the planning and execution of the event and be brought back to Council for endorsement.*
- 3. Consider a post event report including profits from the event and potential donations.*

This report brings the MOU back to Council for endorsement, under point 2 of the resolution.

Resolution No. OM/06.2025/36

Moved Cr Birkett

Seconded Cr Hancock

That Council:

- 1. Endorse the Memorandum of Understanding between Maranoa Regional Council and the Great Australian Charity Cattle Drive for the concert in Mitchell, Roma Saleyards Beef Banquet, and logistics of moving through and spelling cattle in the Maranoa - subject to an amendment changing the Mitchell event venue from the Mitchell Showgrounds to the Mitchell Shire Hall.**
- 2. Authorise the Chief Executive Officer (or delegate) to sign the amended Memorandum of Understanding, with the change of venue in Mitchell.**

CARRIED

8/0

Responsible Officer

Events Attraction Officer

Item Number: C.3 **File Number:** D25/51761
SUBJECT HEADING: REQUEST FOR ASSISTANCE - PLUMBING WORKS - L27 I7187
Officer's Title: (Acting) Manager - Planning, Building & Development Services

Executive Summary:

The owner of 7 Annandale Street, Injune QLD 4454 (properly described as Lot 27 on I7187), has written to Council requesting assistance in repairing the damaged sewerage pipework at the property. Council engaged a plumber to inspect the Council infrastructure of the sewerage line.

Resolution No. OM/06.2025/37

Moved Cr Davis

Seconded Cr Brumpton

That Council:

1. Receive and note the request.
2. Engage Portbury's Plumbing Services to complete works for a new sewer connection as per quote 240 for \$2,695 (incl GST) and for funds to come from work order Work Order 10921.2051.2001 - Sewerage Reticulation Maintenance Injune.
3. Approve to waive the 'Connection of Building Main (Up to 2.0 metres deep)' fee of \$756 (incl GST).
4. Decline the payment of compensation for the costs of works to repair the private sewer lines.
5. Write to the ratepayer and advise that while Council is empathetic towards their situation and circumstances and is unable to provide financial assistance for the private works, it is offering support by waiving the standard connection fee of \$756 (including GST).

CARRIED

8/0

Responsible Officer

(Acting) Manager - Planning, Building & Development Services

Item Number:

LC.1

File Number: D25/52888

SUBJECT HEADING:

GUBBERRA QUARRY

Officer's Title:

Director - Engineering

Executive Summary:

Council received formal correspondence from the owners of the Gubberra Quarry, located adjacent to the Roma Quarry regarding future operations.

Resolution No. OM/06.2025/38

Moved Cr Hancock

Seconded Cr Seawright

That Council authorise the Chief Executive Officer (or delegate) to continue to progress and consider potential arrangements with the landholder of Lot 2 on SP200044.

CARRIED

8/0

Responsible Officer

Director - Engineering

Item Number: LC.2 **File Number:** D25/53687
SUBJECT HEADING: ROSEDALE ROAD - REQUEST FOR EXTENSION AND UPGRADE TO GRAVEL STANDARD
Officer's Title: Deputy Director / Strategic Road Management
 Director - Engineering

Executive Summary:

Council considered a formal request from the owners of several freehold rural properties located off Rosedale Road, Roma, seeking the upgrade of approximately 2.7 kilometres of Rosedale Road to an all-weather gravel standard.

Resolution No. OM/06.2025/39

Moved Cr O'Neil

Seconded Cr Seawright

That Council:

1. Thank the landholders for their proactive approach in seeking to co-fund the upgrade of Rosedale Road and for their contribution offer toward improving Council's rural road infrastructure.
2. Decline the request to co-fund the upgrade of the final 2.7 kilometres of Rosedale Road to gravel standard at this time, noting the number of current unfunded road upgrade requests across the region and the need to prioritise limited capital funding based on road hierarchy, traffic volumes, and residential access.
3. Advise the landholders that this decision does not preclude them from undertaking the upgrade at their own cost through a private arrangement, subject to compliance with Council's Works on Roads Policy and construction standards.
4. Pre-approve the waiving of the Works on Roads Permit fee, should the landholders wish to pursue delivery of the upgrade through a private works arrangement in accordance with Council's Policy.

CARRIED

8/0

Responsible Officer

Deputy Director / Strategic Road Management

Section 150F A (2)(e) of the Local Government Act 2009

For a matter to which the prescribed conflict of interest or declarable conflict of interest relates – the name of each eligible councillor who voted on the matter, and how each eligible councillor voted.

Name of each eligible councillor who voted on the matter:

Cr. John Birkett, Cr. Meryl Brumpton, Cr. Amber Davis, Cr. Peter Flynn, Cr. Johanne Hancock, Cr. Cameron O'Neil, Cr. Brendan Seawright, Cr. Wendy Taylor.

How each eligible councillors voted:

Each councillor voted in favour of the motion.

Item Number:**14.2****File Number: D25/57044****SUBJECT HEADING:****DEVELOPMENT APPLICATION MATERIAL CHANGE
OF USE "DWELLING HOUSE" (DOMESTIC
OUTBUILDING) - 5 SPENCER STREET, ROMA
(REF:2025/21456)****Officer's Title:****Planning Officer****Executive Summary:**

Langos Construction on behalf of the property owner JE & J Hetherington, have submitted an application for a Material Change of Use "Dwelling House" (Domestic Outbuilding) located at 5 Spencer Street, Roma being Lot 13 on R8610 (the subject premises).

The applicant sought formal approval for the existing 52.5m² garage, which forms part of the current 120m² structure on site. In addition, approval is sought for a proposed 57m² extension to the western side of the carport. This would result in a total domestic outbuilding area of 177m² on the property.

This matter had been laid on the table earlier during the meeting to review information regarding the application. This to hand, Council resumed its deliberations.

Resolution No. OM/06.2025/40**Moved Cr Brumpton****Seconded Cr Birkett**

The Council approve the application for a Material Change of Use "Dwelling House" (Domestic Outbuilding) on land situated at 5 Spencer Street, properly described as Lot 13 on R8610, subject to the following listed conditions and general advice-

Development details**Use**

- 1. The approved development is a Material Change of Use - "Dwelling house" (Domestic outbuilding) as defined in the Planning Regulation 2017 and as shown on the approved plans.**
- 2. The use of the approved Domestic Outbuilding must be for residential storage purposes only. Parking or storage of vehicles or equipment associated with a commercial or industrial activity is not an approved use.**
- 3. The approved Domestic Outbuilding is a non-habitable building and must not be used for residential occupation.**
- 4. A development permit for building works must be obtained prior to commencing construction of the outbuilding.**

Approved plans and documents

- 5. The approved development is to be carried out in accordance with the following approved plans/documents and subject to approvals conditions. Where there is any conflict between the approval conditions and the details shown on the approved plans, the approval conditions prevail.**

Plan/Document Number	Plan/Document Name	Date
	Proposed Site Plan (amended in red by Council)	n.d.
14-6963-S02, Rev G	Footings, Slab Plans & Details	May 2023
14-6963-S04, Rev G	Framing Elevations & Roof Truss Details	May 2023

Development works

6. During the course of constructing the works, the developer shall ensure that all works are carried out by appropriately qualified persons and the developer and the persons carrying out and supervising the work shall be responsible for all aspects of the works, including public and worker safety, and shall ensure adequate barricades, signage and other warning devices are in place at all times.
7. The developer is responsible for locating and protecting any Council and public utility services, infrastructure and assets that may be impacted on during construction of the development. Any damage to existing infrastructure (kerb, road pavement, existing underground assets, etc.) that is attributable to the progress of works on the site or vehicles associated with the development of the site shall be immediately rectified in accordance with the asset owners' requirements and specifications and to the satisfaction of the asset owners' representative(s).

Compliance inspection

8. All conditions relating to the establishment of the approved development must be fulfilled prior to the approved use commencing, unless otherwise noted in these conditions.
9. Prior to the commencement of the use, the applicant shall contact Council to arrange a development compliance inspection.

Building size

10. The approved development is limited to a maximum combined floor area of 177m².

Building design and siting

11. All setbacks on the approved plans are to be measured to the outer most projection of the approved building.
12. The approved development must not exceed 3.67m in height (measured to the highest point i.e. roof pitch) above the building pad/s. The height of the building pad shall be no more than what is reasonably required to prevent stormwater from ponding and must not exceed 300mm above existing ground level.

Note: The existing ground level is taken to be the level of the ground prior to the progression of any works on the premises.

13. The outbuilding must be maintained in good repair and have no visual rust marks.
14. Building materials and surface finishes must be predominantly within the colour range and style of the surrounding built and natural environment to blend with the local landscape and surrounding residential development.

Note: Suitable materials include Colorbond or similar.

Applicable Standards

15. All works must comply with:

- a) the development approval conditions;
- b) any relevant provisions in the Planning Scheme and the Capricorn Municipal Development Guidelines;
- c) any relevant Australian Standard that applies to that type of work; and
- d) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.

Access, parking and manoeuvring

- 16. The landowner is responsible for providing and maintaining vehicle access to the site from the road carriageway to the property boundary. Should any damage be caused to Spencer Street at the existing access location, it is the landowner's responsibility to ensure this is reinstated. Any repair works are to be undertaken in consultation with Council and at the landowner's expense.**

Avoiding nuisance

- 17. No nuisance is to be caused to adjoining properties and occupiers by the way of noise smoke, dust, rubbish, contaminant, stormwater discharge or siltation at any time during the establishment of the approved development.**
- 18. Lighting of the site, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the site at any property boundary.**
- 19. All lighting shall be directed or shielded so as to ensure that no glare directly affects nearby properties.**

Stormwater and drainage

- 20. Stormwater from the building is to be collected and discharged so as to:**
- a) protect the stability of buildings and the use of adjacent land;
 - b) prevent waterlogging of nearby land;
 - c) protect and maintain environmental values; and
 - d) maintain access to reticulated infrastructure for maintenance and replacement purposes.
- 21. The development must not result in any ponding of stormwater on the property during construction or after the development has been completed.**

Erosion control

- 22. Erosion control and silt collection measures must be undertaken as necessary during construction to maintain the quality of stormwater runoff from the development site and prevent any environmental harm.**

No cost to Council

- 23. The developer is responsible for meeting all costs associated with the approved development unless there is specific agreement by other parties, including the Council, to meeting those costs.**

Latest versions

24. Where another condition refers to a specific published standard, manual or guideline, including specifications, drawings, provisions and criteria within those documents, that condition shall be deemed as referring to the latest versions of those publications that are publicly available at the commencement of the development works, unless a regulation or law requires otherwise.

Application documentation

25. It is the developer's responsibility to ensure that all entities associated with this Development Approval have a legible copy of the Decision Notice, Approved Plans and Approved Documents bearing 'Council Approval'.

GENERAL ADVICE

- a) Refer to <http://www.cmdg.com.au/> for the Capricorn Municipal Development Guidelines (CMDG).
- b) Refer to <http://www.maranoa.qld.gov.au/council-policies> for Council Policies.
- c) The relevant planning scheme for this development is Maranoa Planning Scheme 2017. All references to the 'Planning Scheme' and 'Planning Scheme Schedules' within these conditions refer to this Planning Scheme.
- d) Under the Planning Scheme a "Dwelling house" means a residential use of premises involving –
 - (i) 1 dwelling for a single household and any domestic outbuildings associated with the dwelling; or
 - (ii) 1 dwelling for a single household, a secondary dwelling, and any domestic outbuildings associated with either dwelling.
- e) The Environmental Protection Act 1994 states that a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm. Environmental harm includes environmental nuisance. In this regard, persons and entities involved in the operation of the approved development are to adhere to their 'general environmental duty' to minimise the risk of causing environmental harm to adjoining premises.
- f) All Aboriginal Cultural Heritage in Queensland is protected under the Aboriginal Cultural Heritage Act 2003 and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal Cultural Heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land. The developer is responsible for implementing reasonable and practical measures to ensure the Cultural Heritage Duty of Care Guidelines are met and for obtaining any clearances required from the responsible entity.
- g) Any civil engineering and related work shall be designed and supervised by Registered Professional Engineers of Queensland (RPEQ) who are competent in the construction of the works.
- h) It is the responsibility of the developer to obtain all necessary permits and submit all necessary plans and policies to the relevant authorities for the approved development.
- i) In completing an assessment of the proposed development, Council has relied on the information submitted in support of the development application as true and

correct. Any change to the approved plans and documents may require a new or changed development approval. It is recommended to contact Council for advice in the event of any potential change in circumstances.

Statement of Reason – Provided by Cr Brumpton

Due to the fact that other applications have been approved for other similar sized facilities and the proposal doesn't affect the visual amenity for neighbouring properties in the vicinity.

CARRIED

8/0

Responsible Officer

Planning Officer

Item Number:

L.1

File Number: D25/57285

SUBJECT HEADING:

DEVELOPMENT APPLICATION MATERIAL CHANGE OF USE "DWELLING HOUSE" (DOMESTIC OUTBUILDING)- LOT 900, WORMWELL DRIVE, ROMA (REF:2025/21474)

Officer's Title:

Planning Officer

Executive Summary:

Precinct Urban Planning on behalf of Andrew Stansbie, have submitted a Development Application for a Material Change of Use "Dwelling House" (Domestic Outbuilding) located at Wormwell Drive, Roma being Lot 900 on SP263036 (Proposed Lot 10) (the subject premises).

Resolution No. OM/06.2025/41

Moved Cr Flynn

Seconded Cr Hancock

That this application be deferred to the ordinary meeting on 24 July 2025, via briefing prior on 16 July 2025.

CARRIED

8/0

Responsible Officer

Planning Officer

CLOSURE

There being no further business, the Mayor thanked Council for their attendance and declared the meeting closed at 1.37pm.

These Minutes are to be confirmed at the next Ordinary Meeting of Council to be held on 10 July 2025, at Roma Administration Centre.

OFFICER REPORT

Meeting: Ordinary 10 July 2025

Date: 12 June 2025

Item Number: 11.1

File Number: D25/58372

SUBJECT HEADING: Audit Committee Meeting Report | 9 June 2025

Classification: Open Access

Officer's Title: Director - Corporate Services

Executive Summary:

In accordance with section 211(1)(c) of the Local Government Regulation 2012, this report provides an update to Council on the matters reviewed and the recommendations made by the Audit Meeting, at their meeting held on 9 June 2025.

Officer's Recommendation:

That Council receive and note the update from the Audit Committee Meeting held on 9 June 2025.

Background *(Including any previous Council decisions):*

Council has established an Audit Committee in accordance with section 105 of the *Local Government Act 2009*.

The main purpose of the Committee is to provide an oversight function to Council in the effective performance of its responsibilities related to draft financial statements, internal audit and risk management as prescribed under the *Local Government Act 2009*, the *Local Government Regulation 2012* and other relevant legislation, standards and requirements.

Body of Report:

The Audit Committee met on 9 June 2025 and considered the following agenda items:

Audit Committee Actions Register

The committee discussed the Audit Committee Actions Register (attached to this report), highlighting the new process of capturing and monitoring actions in a spreadsheet form. 5 actions are still open and will be carried forward.

The committee reviewed the responses to the action register items and found no further questions or concerns, indicating satisfaction with the progress made.

QAO Briefing Paper

The Queensland Audit Office (QAO), provided a brief summary of the interim audit, noting Council was on track with meeting the milestones, including pro-forma financial statements and asset valuations. No new internal control weaknesses have been identified this year.

From a Local Government Sector perspective, additional areas of focus for the QAO include valuation of property, plant, and equipment, accuracy of depreciation expense, occurrence and accuracy of grant revenue, and compliance with public sector audit assertions.

Pitcher Partners noted the valuation of landfill rehabilitation provisions as an area of focus, and the need for updates on compliance with operational conditions for landfill sites.

The QAO presented the findings from the Local Government 2024 report, highlighting issues such as councils struggling to certify financial statements by 31 October, numerous issues in information systems, procurement, and contract management, and the need to assess climate-related risks.

The timing of financial assistance grants adversely affected many Council during 2023/2024 with 52 councils reporting losses, as the grants were not received as early payments in 2024.

The Audit Committee resolved to note the June 2025 QAO Audit Committee briefing paper as presented.

QAO Interim Audit Report on 2024-2025

Pitcher Partners presented the interim audit report, noting that no new internal control issues have been identified this year. They provided updates on unresolved issues from prior years, including asset capitalisation processes and timing of purchase order approvals.

- Internal Control Issues: Pitcher Partners noted that no new internal control issues have been identified this year, indicating stability in the control environment.
- Unresolved Issues: updates were provided on unresolved issues from prior years, including significant progress on asset capitalisation processes and the adoption of a new procurement policy to address timing of purchase order approvals.
- Policy Adoption: The new procurement policy adopted in May 2025 requires purchase orders to be raised and approved prior to purchasing, with training sessions scheduled to ensure compliance.
- Grant Accounting: Pitcher Partners mentioned that management is formalising a process for reviewing grant accounting assessments and reconciling contract asset and liability balances as part of the year-end close.

QAO discussed their report on effectiveness of audit committees, recommending that councils with audit committees self-assess against a list of actions to improve maturity and effectiveness. The committee agreed to conduct this assessment in December, using the actions outlined in the QAO report to identify gaps and improve processes.

The Audit Committee resolved to receive and note the 2025 Interim Report as presented by the Queensland Audit Office.

The 2025 Interim Report provided by the Queensland Audit Office has been included as an attachment to this report for Council's information.

Internal Audit Status Update May 2025

As part of the Internal Audit function, a review was undertaken by Crowe on internal audit findings back as far as 2019 to validate that findings had been appropriately actioned. The update provided by Crowe noted that significant progress had been made since October 2024 on all outstanding open findings, with 10 items cleared and several more partially cleared out of 21 actions.

Noting that the procurement audit is currently underway, some findings from previous years will be replaced by the outcome of the new procurement audit.

At the time of the Audit committee the Business Continuity Planning audit was also underway and the completed Cybersecurity internal audit identified 6 findings, 3 of which have already been cleared, with the remaining findings being addressed.

The Audit Committee resolved to note the Internal Audit status update as presented.

Asset Capitalisation Progress Update

A report was provided on asset capitalisation progress, noting the team is on track to close out the remaining projects by the end of the financial year. There has been significant progress made in reducing the work-in-progress balance, with \$10.2 million of new capitalisation ready to be submitted within the next fortnight. 7 projects worth \$1.3 million are ready to be submitted, reducing the remaining Stale WIP to just over \$2 million.

The committee resolved to note the asset capitalisation progress update.

Cybersecurity Update

The Chief Information Officer (CIO) provided an update on cybersecurity, highlighting the process made in policy updates, security training, and simulated attacks.

The CIO highlighted progress made in updating cybersecurity policies, including the data retention and disposal policy, which aims to reduce exposure by limiting email retention to seven years.

The committee resolved to note the information report as presented.

Shell Financial Statements

Shell Financial Statements were presented for the 2024-2025 financial year, noting no significant changes.

The committee resolved to note the Shell Financial Statements for 2024/25.

Position Paper – Update to AASB 13 Fair Value Measurement

A Position Paper on Valuation Measurement was presented, confirming that Council's current processes are consistent with the new amendments to the Australian Accounting Standards.

The committee resolved to note the Position Paper – Update to AASB 13 Fair Value Measurement as presented.

Position Paper – Valuation of Non-Current Assets 2024-2025

A report was presented, noting the final valuations for some assets are still pending. The paper will be updated and presented at the next Audit Committee Meeting.

The committee resolved to receive and note the Position Paper – Valuation of Non-Current Assets 2024-2025 as presented.

Revaluation of non-current financial assets

A report was presented, prepared by APV Valuers which includes a comprehensive revaluation of Land, Buildings & Other Structures. APV Valuers and Asset Management have also been engaged to undertake the desktop (indexed) valuation of Roads, Drainage & Bridge Network and Airport assets.

It was resolved that the Audit Committee receive the revaluation report for non current financial assets.

Community Housing Position Paper

A report was presented, in accordance with the 2025 External Audit Plan, noting the divestment is unlikely to occur this financial year, and instead it will now occur during the 2025-26 financial year.

The Audit Committee resolved to receive and note the Officer's report as presented.

Insurance Coverage Update

A report was presented to provide an overview of Council's insurance schedules for Liability and Asset cover, noting the liability contributions for 2025-2026 have been received. The cyber liability cover has been increased to \$5 million.

The Audit Committee resolved to note the Insurance coverage report.

Quarter 2 Budget Amendment

The committee reviewed the Q2 budget amendment, noting that the changes were mainly due to phasing of project delivery.

The committee resolved to note the 2024/25 Quarter Two amended budget.

Monthly Financial Report as at 30 April 2025

A report was presented to the committee on the Monthly Financial Report, noting that the overall financial position is on track to meet the budget by the end of the financial year.

The committee resolved to receive and note the Monthly Financial Report for the period ended 30 April 2025.

Committee Chair Update

The committee reviewed the Audit Committee Chair update, which was presented to Council previously. The update highlighted the progress made by the Audit Committee and the focus on transitioning to an Audit and Risk Committee.

It was resolved that the Audit Committee note the Audit Committee Chair update as presented.

Further Updates

Director of Corporate Services provided an update on the implementation of the newly approved organisational structure, which was to be endorsed at a special meeting prior to the budget. As part of the changes, and to elevate the importance of risk and governance, the restructure includes the appointment of a Governance and Risk Manager and the introduction of a Business Improvement role.

QTC officers and Councils staff are collaboratively developing the risk management framework. They are scheduled to meet with Council in mid-July to provide an update on the Gap Analysis, which will inform the development of the organisation's Risk Appetite.

The 2025–2026 budget is expected to be formally adopted on 19 June. Current priorities include budget delivery and enhancing governance and risk management practices.

Other Updates:

- EPO: A weighbridge is being installed in Mitchell to enable accurate measurement for landfill capacity.
- Roma Pool: Demolition works are underway, with on-site material being crushed for reuse.

- Borrowings: Approval has been received from both QTC and the Department of Local Government Water and Volunteers for Council's borrowings in 2024/2025.
- Budget Focus and the outlook:
 - Previous year: \$7.5M deficit
 - Current forecast (30 June): \$5.5M deficit
 - Next financial year: \$1.5M deficit
 - Following year: Projected surplus

Link to Corporate Plan:

Corporate Plan 2023-2028

Corporate Plan Pillar 4: Accountability

4.5 Good governance framework

Supporting Documentation:

[1](#) [2](#) Maranoa Regional Council - Interim Report 2024/2025 D25/53631

Report authorised by:

Director - Corporate Services



2025 INTERIM REPORT

Maranoa Regional Council

30 May 2025



Councillor Wendy Taylor
Mayor
Maranoa Regional Council

Dear Mayor Taylor

2025 Interim report

We present our interim report for Maranoa Regional Council for the financial year ending 30 June 2025. This report details the results of our interim work performed to 28 February 2025. Under section 213 of the Local Government Regulation 2012, you must present a copy of this report at your council's next ordinary meeting.

Results of our interim audit

In this phase, we assessed the design and implementation of your internal controls relevant to the financial report, and whether they are operating effectively. We assessed the key controls we intend to rely on in auditing your financial statements. Our audit does not assess all controls that management has implemented across the organisation.

Significant deficiencies:

- One unresolved from prior years

Deficiencies:

- Three unresolved from prior years

Financial reporting matters:

- Two unresolved from prior years

Other matters:

- One unresolved from prior years

Based on the results of our testing completed to date, we have determined your internal control environment supports an audit strategy where we can rely upon your entity's controls.

Refer to section 1 *Status of issues* for further details.

I'd like to thank your team for the positive engagement over our interim testing. If you have any questions or would like to discuss the audit report, please contact me on 3222 8341 or the engagement manager Clayton Russell on 3222 8304.

Yours sincerely

Dan Colwell
Partner

cc. Mr Rob Hayward, Chief Executive Officer
Mr Will Fellowes, Audit Committee Chair

SENSITIVE

2025 Interim report

1. Status of issues

Internal control issues

The following table identifies the number of deficiencies in internal controls and other matters we have identified. No new deficiencies were identified during our interim audit work. Refer to section 2 *Matters previously reported* for the status of previously raised issues.

Year and status	Significant deficiencies	Deficiencies	Other matters*
Current year issues	-	-	-
Prior year issues – unresolved	1	3	1
Total issues	1	3	1

Note: *Queensland Audit Office only tracks resolution of other matters where management has committed to implementing action.

Our ratings are as follows. For more information and detail on our rating definitions, please see the webpage here: www.qao.qld.gov.au/information-internal-controls or scan the QR code.



Financial reporting issues

This table identifies the number of financial reporting issues we raised. No new financial reporting issues were identified during our interim audit work. Refer to section 2 *Matters previously reported* for the status of previously raised financial reporting issues.

Year and status	High risk	Medium risk	Low risk
Current year issues	-	-	-
Prior year issues – unresolved	-	2	-
Total	-	2	-

Our risk ratings are as follows. For more information and detail on our rating definitions, please see the webpage here: www.qao.qld.gov.au/information-internal-controls or scan the QR code.



SENSITIVE

2025 Interim report




2. Matters previously reported

The following table summarises the status of deficiencies, financial reporting issues, and other matters previously reported to you.

Ref.	Rating	Issue	Status
19IR-1	S	Asset capitalisation processes In previous years, we have identified a number of projects which had reached practical completion prior to year-end but had not yet been capitalised.	Work in Progress Management continues to work through the process of finalising and capitalising completed WIP projects. The balance of stale WIP has reduced significantly since 30 June 2024. The status of this issue will be reviewed in conjunction with the completion of year-end audit procedures over WIP. Action date: 30 June 2025
23IR-1	D	Timing of purchase order approvals We observed a number of instances where purchase requisitions were raised and approved after the date of the related invoice. It was however noted that approval is required for all transactions before payment can be processed.	Work in Progress Council have reviewed and adopted the procurement policy in May 2025. The policy stipulates that purchase orders must be raised prior to purchasing occurring. Management will commence training sessions for all relevant staff in June. Management have therefore taken appropriate actions to address the deficiency. We intend to retest purchasing controls in the FY26 audit following the rollout of the policy and training program and will reconsider the issue for final resolution at that point. Original action date: 30 June 2025 Revised action date: 30 June 2026
24CR-1	D	Saleyard revenue reconciliation There is currently no reconciliation completed between the agent clerking sheet and the billing report generated from Council's livestock management system.	Resolved A reconciliation process has now been implemented.
24CR-2	D	Council does not have an ex-gratia and special payments policy It was noted that Council did not have an ex-gratia and special payments policy in place.	Work in Progress A draft policy has been prepared and is pending endorsement by Council. Action date: 30 June 2025
24CR-3	D	Grant classification assessment and contract balance calculations There is currently no documented review of the initial accounting classification assessment for grant funding received. Further, it is noted that there is no formal review process in place for year-end contract asset and contract liability calculations.	Work in Progress Management will formalise the current process of reviewing grant accounting assessments to include formal documentation. Management agrees to implement a review of the contract asset and contract liability balances as part of June 2025 year-end processes. Action date: 30 June 2025

SENSITIVE

2025 Interim report

Ref.	Rating	Issue	Status
24IR-2		Maturity of procurement and contract management processes Council are aware of the QAO's procure-to-pay maturity model, but have not yet applied it to Council's procurement and contract management process.	Work in Progress Management have not yet assessed this model, but plans to do so when resourcing allows. Action date: 30 June 2025
24CR-4		Comprehensive valuation review processes Errors identified within the June 2024 comprehensive valuations of infrastructure assets collectively indicated that Council's review processes over the valuation methodology and output may not be sufficiently robust so as to ensure the valuations are free from material error, and are sufficient to meet Council's requirements for financial reporting and asset management purposes.	Work in Progress Audit will evaluate management's progress towards implementing recommendations made as part of our audit of the comprehensive valuations being undertaken as at 30 June 2025. Action date: 30 June 2025
18IR-4		Accounting for write-offs on asset capitalisation In prior years we have identified a number of inconsistencies/errors in Council's processes for recording write-offs of infrastructure assets on capitalisation of renewal/upgrade projects.	Work in Progress We will evaluate management's progress towards addressing recommendations made in undertaking our current year audit procedures over asset capitalisations/write-offs. Action date: 30 June 2025



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 **Queensland
Audit Office**
Better public services



OFFICER REPORT

Meeting: Ordinary 10 July 2025

Date: 17 June 2025

Item Number: 11.2

File Number: D25/60049

SUBJECT HEADING: Annual Show Public Holidays 2026

Classification: Open Access

Officer's Title: Director - Corporate Services

Executive Summary:

The Office of Industrial Relations has invited Maranoa Regional Council to submit nominations for the show (public) holidays for 2026.

The **2026 Roma Agricultural Show** is scheduled for Thursday 7, Friday 8 and Saturday 9 May 2026, and the **2026 Mitchell Agricultural Show** is scheduled for Monday 11 and Tuesday 12 May 2026.

Officer's Recommendation:

That Council approve the Chief Executive Officer to make application for Ministerial approval for the following Special Holidays in 2026:

- Friday, 8 May 2026 for the 2026 Roma Annual Show Holiday; and
- Tuesday, 12 May 2026 for the 2026 Mitchell Annual Show Holiday.

Context (*Why is the matter coming before Council?*):

Correspondence from the Office of Industrial Relations has been received by Maranoa Regional Council inviting Council to make nominations for the 2026 show holidays for Ministerial consideration.

Upon receipt of Ministerial approval, the public holidays will be published in the Queensland Government Gazette.

Background (*Including any previous Council decisions*):

2026 Roma Show Public Holiday

The 2026 Roma Show is scheduled for Thursday 7, Friday 8 and Saturday 9 May 2026. Traditionally People's Day, a public (show) holiday, for the Roma Agricultural Show occurs on a Friday.

The Roma Show Society was contacted to confirm their endorsement for Council to

nominate Friday 8 May 2026 for the 2026 Roma Annual Show Holiday. The Secretary of the Roma Show Society, has confirmed the Show Society's endorsement of Friday 8 May 2026 being nominated for the 2026 Roma Annual Show Holiday.

The Roma Show Holiday would cover businesses operating and persons residing or working in the area from the Eastern boundary of Maranoa Regional Council authority area, including the towns of Jackson, Yuleba, Wallumbilla, Roma, Hodgson and Muckadilla to the Northern boundary of the Maranoa Regional Council authority area, including the town of Injune and the area known as Bymount. South of Roma to the Southern boundary of the Maranoa Regional Council authority area including the township of Surat and the area East and South of Surat Township.

2026 Mitchell Show Public Holiday

The 2026 Mitchell Show is scheduled for Monday 11 and Tuesday 12 May 2026. Traditionally People's Day, a public (show) holiday, for the Mitchell Agricultural Show occurs on a Tuesday. The Mitchell Show Society was contacted to confirm their endorsement for Council to nominate Tuesday 12 May 2026 for the 2026 Mitchell Annual Show Holiday.

The Mitchell Show Holiday would cover businesses operating and persons residing or working West of Amby to the Western boundary of the Council authority area including the towns of Mitchell and Mungallala. South of Amby to the Southern boundary of the Council authority area including the area known as Dunkeld and North of Amby to the Northern boundary of the Council authority area.

Options Considered:

- Make the application for public holidays for the communities where there are agricultural shows across the region; or
- Not make the application for public holidays and reduce the number of public holidays in the Maranoa Regional Council area.

Recommendation:

That Council approve the Chief Executive Officer to make application for Ministerial approval for the following Special Holidays in 2026:

- Friday, 8 May 2026 for the 2026 Roma Annual Show Holiday; and
- Tuesday, 12 May 2026 for the 2026 Mitchell Annual Show Holiday.

Risks:

Risk	Description of likelihood & consequences
Council chooses not to apply for the Special Holidays for	The residents and visitors to the Maranoa Regional Council area would not have a Public Holiday to visit their local show which may impact attendance and

Roma Show and Mitchell Show	viability of future annual agricultural shows in the Maranoa Regional Council area.
-----------------------------	---

Policy and Legislative Compliance:

The Queensland *Holidays Act 1983* allows for Local Governments to request special holidays to be observed during the following year for districts in their area.

Budget / Funding (*Current and future*):

Not applicable for the purposes of requesting the applicable public holidays

Timelines / Deadlines:

Submissions to the Office of Industrial Relations is due no later than Friday, 25 July 2025.

Consultation (*Internal / External*):

Roma Show Society Inc.
Mitchell Show Society Inc.

Strategic Asset Management Implications:

(If applicable, outline changes to whole of life costs and / or level of service)

Nil

Acronyms:

Acronym	Description
Not applicable	Not applicable

Link to Corporate Plan:

Corporate Plan 2023-2028
Corporate Plan Pillar 4: Accountability
4.5 Good governance framework

Supporting Documentation:

Nil

Report authorised by:

Chief Executive Officer
Director - Corporate Services

OFFICER REPORT

Meeting: Ordinary 10 July 2025

Date: 26 June 2025

Item Number: 13.1

File Number: D25/64067

SUBJECT HEADING: Roma Touch Association - Request for Assistance

Classification: Open Access

Officer's Title: Lead Local Development Officer

Executive Summary:

Roma Touch Association Incorporated is seeking Council's support for their application to the Gambling Community Benefit Fund to upgrade lighting at the touch football fields. The association is requesting a financial contribution of \$10,000 from Council towards the estimated \$140,000 project, which includes the club's own contribution of \$30,000 and a \$100,000 grant application.

Officer's Recommendation:

That Council:

1. Provide in principle support to Roma Touch Association Incorporated for their application to the Gambling Community Benefit Fund for a lighting upgrade at the Roma Touch football fields.
 2. Commit \$10,000 towards the project pending a successful grant outcome, with funds to be allocated from an underspend in the 2025/26 capital works program.
 3. Request that Council's contribution is acknowledged if the application is successful.
 4. Note that the Roma Touch Association Incorporated has an existing user agreement for the use of the Council-owned touch football fields and is responsible for maintenance of buildings under this agreement.
-

Context (*Why is the matter coming before Council?*):

Roma Touch Association Incorporated plans to undertake a lighting upgrade at the touch football fields, which are located on Council-owned land – 6-10 Bungil St Roma. The association holds a current user agreement with Council which outlines their responsibility for the maintenance of all buildings and infrastructure. Under this agreement, they are expected to consult with Council on large-scale projects.

To support this infrastructure upgrade, the association intends to apply for the full \$100,000 from the Gambling Community Benefit Fund (GCBF). They have committed \$30,000 of their own funds and are seeking a \$10,000 contribution from Council to strengthen their application.

The club is currently awaiting an updated quote for the lighting upgrade. A previous quote obtained in 2023 was valued at \$111,390, and they anticipate the new quote will be approximately \$140,000. If the updated quote is received prior to the Council

meeting, it will be tabled at the meeting. While the club has some funds available in their account, they would like to retain approximately \$10,000 to cover upcoming season insurance and other operating expenses later in the year.

GCBF is Queensland's largest one-off community grants program and distributes approximately \$60 million each year to not-for-profit community groups. The GCBF funding helps these groups to provide services, leisure activities and opportunities for Queensland communities. Round 124 \$100,000 Super Round is currently open and closes 18 July 2025.

Background (Including any previous Council decisions):

This lighting upgrade will enhance the usability and safety of the Roma Touch Fields, allowing the club to host more night games and training sessions, extend participation opportunities for all age groups, and reduce scheduling limitations, particularly during the hotter months. The improved lighting will also support the delivery of community events, tournaments, and other local sport and recreation activities, aligning with Council's strategic goals around active and connected communities.

The present lighting infrastructure at the Roma fields uses outdated bulbs that now cost around \$700 each. These bulbs are prone to frequent blowouts and are regularly damaged by birdlife. The current lighting system is estimated to provide illumination at around 50 LUX. Any new lighting installed will use LED technology with a projected output of between 100–200 LUX.

(Recommendation from Touch Football Australia) - LED flood lights produce a brighter and more even light than metal halide fixtures, making them ideal for outdoor sports fields by improving visibility and safety for players and spectators. In addition to superior brightness, LED lights offer better energy efficiency, durability, and longer lifespan. As such, LED sports lighting has become the gold standard for sports venues of all sizes.

As the fields are Council-owned, an upgraded lighting system represents a long-term asset improvement with regional benefit. By contributing \$10,000, Council would be leveraging significant external funding to deliver a community asset improvement valued at approximately \$140,000 – a high return for minimal investment.

At the Ordinary Council Meeting on 25 May 2025 Council resolved:
Resolution No. OM/05.2025/36

Moved Cr Flynn

Seconded Cr Birkett

That Council:

- 1. Consider the request from the Roma Touch Football Association for in-kind assistance as outlined in this report, and approve support for the 2025 Regional and State Touch Football Trials.**
- 2. Approve the allocation of in-kind assistance (estimated at \$1,644) from the 2024/25 and 2025/26 budgets under Work Order 19866.2571.2001 – In-kind Assistance Roma.**

3. Allocate general maintenance costs associated with the facility (estimated at \$8,383.45) to GL 02497.2002.
4. Invite the Roma Touch Football Association Incorporated to an upcoming Council briefing to discuss the ongoing maintenance and future management of their clubhouse.

Options Considered:

- Option 1: Support the request and provide a \$10,000 contribution, pending successful application, to enhance the likelihood of a successful grant application and reduce financial pressure on the association.
- Option 2: Decline the request, resulting in a reduced likelihood of the project proceeding or the association needing to reduce the scope of works or include more cash contribution, reducing their likelihood to complete other projects.

Recommendation:

Council provides in principle support to Roma Touch Association Inc. for their application to the Gambling Community Benefit Fund for a lighting upgrade at the Roma touch football fields and will commit \$10,000 towards the project pending a successful grant outcome, with funds to be sourced from an underspend in the 2025/26 capital works program. If successful, Council requests appropriate acknowledgement of its contribution, noting that Roma Touch Association holds an existing user agreement and is responsible for maintenance of the facilities.

Risks:

Risk	Description of likelihood & consequences
Unsuccessful grant application	Project may not proceed or be delayed.
Quote not yet confirmed	Project costs may vary. Association may request Council to provide additional funds – in this instance, a report will be tabled with this additional request.
Future maintenance	Ongoing upkeep of upgraded infrastructure remains with the association.
Precedent	Similar user groups may seek financial contributions in future.

Policy and Legislative Compliance:

N/A

Budget / Funding (*Current and future*):

If Council were to support the \$10,000 request, the contribution is proposed to be sourced from savings identified in the 2025/26 capital works program – specifically

from another sporting infrastructure project such as the Roma Netball court resurfacing (if delivered under the \$150,000 allocation) or an alternative sporting project with a minimum of \$10,000 underspend.

Timelines / Deadlines:

- Gambling Community Benefit Fund closes 18 July 2025.
- Council's endorsement will be confirmed by Council officer following 10 July 2025 meeting.
- Letter of support / endorsement issued by Council before 18 July deadline.
- Project commencement and delivery subject to successful grant outcome – late 2025 / early 2026.

Consultation (Internal / External):

Roma Touch Association President Shane Ferry
Overseer- Roma
Director – Roma
Program Funding and Budget Coordinator.

Strategic Asset Management Implications:

(If applicable, outline changes to whole of life costs and / or level of service)

N/A

Acronyms:

Acronym	Description
GCBF	Gambling Community Benefit Fund

Addition to Operational or Corporate Plan:

Plan Description	Yes / No
Operational	<p>Sport, Recreation and Community Wellbeing - Collaborate with community and sporting groups to support facility upgrades and attract sporting events to the region.</p> <p>Local Development and Events – Support and deliver activities that build the capacity and promote the value and contribution of volunteers.</p>
Corporate	<p>Inclusivity – 5.10 Integrated recreation plan – advocate, attract and retain state/regional junior sporting competitions.</p>

Link to Corporate Plan:

Corporate Plan 2023-2028

Corporate Plan Pillar 5: Inclusivity

5.4 Community pride

Supporting Documentation:

- | | | |
|---|---|-----------|
| 1 | User Agreement - Roma Touch Association - Expiry July 2028 | L23/217 |
| 2 | Roma Touch Association - Request - Community Gambling Benefit Fund Grant - Lighting Upgrade | D25/65432 |

Report authorised by:

Director Roma



Roma Touch Association

Incorporated

ABN 81 061 469 792

6-10 Bungil Street Roma

Bungil Street Ovals

USER AGREEMENT



Roma Touch Association

Incorporated

ABN 81 061 469 792

6-10 Bungil Street Roma

Bungil Street Ovals

USER AGREEMENT

FACILITIES USER AGREEMENT

BACKGROUND

- A. Hirer has requested access to the Venue and use of the Facilities for the duration of the Term.
- B. Council has agreed to grant an access and use of the Facilities to the Hirer on the terms and conditions contained in the document.

OPERATIVE PROVISIONS

1. DEFINITIONS

The following words have these meanings in this document unless the contrary intention appears:

Access Times means the times that the Hirer may access and use the Venue and Facilities as specified in Item 8 of the Hire Details.

Associates means each of a party's employees, officers, agents, contractors, service suppliers, invitees, customers, patrons and those persons who at any time are under the control of, and in or on the Venue and the Facilities with the consent (express or implied) of, a party.

Council means the owner of the Venue and the Facilities more particularly described in Item 1 of the Hire Details.

Council Responsibilities means the costs, expenses, services, maintenance, cleaning and other matters specified in Item 16 of the Hire Details.

Facilities means those facilities, amenities, plant & equipment, accommodations, services, attractions or other features built or located at the Venue specified in Item 4 of the Hire Details.

Government Authority means any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Hire Details means those details specified in Schedule 1.

Hire Fee means the amount specified in the Hire Details, Item 9.

Hirer means the party described in Item 2 of the Hire Details.

Hirer Responsibilities means the cleaning, maintenance and other responsibilities to be carried out by Hirer under this document as specified in Item 15 of the Hire Details.

Insurance means the policy types and levels of cover specified in Item 13 of the Hire Details.

Outgoings means that share of the costs associated with the running and upkeep of the Venue and Facilities to be paid by Hirer as specified in Item 14 of the Hire Details.

Permitted Use means those uses of the Venue and the Facilities specified in Item 5 of the Hire Details.

Responsible Person means:

- (a) Council – that person or officer identified in Item 1 of the Hire Details; and
- (b) Hirer – that person or officer identified in Item 2 of the Hire Details.

Signage means the permanent signs and advertising that the Hirer is permitted to install or display at the Venue and Facilities in accordance with clause 6 and Item 10 of the Hire Details.

Term means the period specified in Item 7 of the Hire Details.

Venue means the land described in Item 3 of the Hire Details.

2. HIRE OF VENUE AND FACILITIES

- (a) Council grants to the Hirer a licence to access and use the Venue and Facilities during the Term on the conditions contained in this document.
- (b) The Hirer may only use the Venue and Facilities for the Permitted Use and during the Access Times.
- (c) The Hirer must pay Council the Hire Fee and Outgoings in accordance with Council's payment terms.
- (d) If the licence granted under this document is stipulated in Item 6 of the Hire Details to be:
 - (i) 'Exclusive' – Hirer may access and use the Venue and Facilities during the Access Times for the duration of the Term without interruption by Council or its Associates; or
 - (ii) 'Non-Exclusive' – Council reserves the right to grant to third party rights to access and use the Venue and Facilities concurrent to Hirer's Access Times.
- (e) Council reserves its right to deal with the Venue and Facilities outside of the Access Times in its absolute discretion.

3. CONDITION REPORT

Hirer must provide a condition report to Council in respect of the Venue and Facilities in as required pursuant to Item 11 of the Hire Details and in the format required by Council.

4. RESPONSIBLE PERSON

Each party's Responsible Person will administer this document and anything arising in connection with this document. Each party may nominate a new Responsible Person by giving written notice to the other party.

5. MAINTENANCE & CLEANING

- (a) Hirer must carry out the Hirer Responsibilities (schedule 1, Item 15) during the Term as well as make good any damage or deliberate act of vandalism caused or committed by Hirer or its Associates.
- (b) Council will undertake the Council Responsibilities all other upkeep of the Venue and the Facilities not specified in clause 5(a).

6. SIGNAGE AND ADVERTISING

The Hirer may only erect the Signage but must not erect any permanent signs or advertising at the Venue without the prior written approval of Council.

7. HIRER'S WORKS

The Hirer must ensure that anything done by it in connection with this document is undertaken:

- (a) in a proper and workmanlike manner;
- (b) by suitably qualified and reputable contractors and tradespeople;
- (c) without unreasonably disturbing other occupiers and users of the Venue and Facilities; and
- (d) in accordance with any directions, conditions and requirements imposed by Council.

- (e) With respect to Council's current asbestos register.

8. HIRER'S WARRANTIES

The Hirer warrants that:

- (a) it has the power to enter into and perform its obligations under this document;
- (b) it has (or will have) in full force and effect the authorisations, approvals, licences and consents necessary to enter into this document and perform obligations under it;
- (c) its obligations under this document are valid and binding and are enforceable against it; and

9. INDEMNITIES AND RELEASE

- (a) Hirer agrees to use the Venue and Facilities at its own risk and releases (to the full extent permitted by law) and indemnifies Council against any liability or loss arising from, and any costs, claims, charges and expenses incurred, in connection with damage to or loss of any thing and injury to, or the death of, any person caused by the act, inaction, negligence or default the Hirer or its Associates arising in connection with the Permitted Use or this document.
- (b) Hirer's liability to indemnify Council is reduced proportionally to the extent that any negligent act or omission of Council or its Associates has contributed to the injury, damage or loss.
- (c) Hirer is responsible for the cost of making good any damage caused to the Venue and Facilities arising out of and in with anything done by the Hirer in connection with this document (reasonable wear and tear is exempted).


10. INSURANCE

Hirer must:

- (a) take out, comply with and maintain the Insurance (which must be on a 'claims occurring basis') for the duration of the Term;
- (b) give Council evidence of currency on request;
- (c) immediately rectify anything which prejudices or might prejudice either the Insurance or Council's insurance; and
- (d) immediately notify Council if an event occurs which gives rise or might give rise to a claim under or which might prejudice the Insurance or Council's insurance.

11. SAFETY, ACCIDENTS AND/OR FIRST AID

- (a) Hirer acknowledges use of the Venue and Facilities is subject to a number of risks, including injury, and the responsibility for supervision and instruction of its Associates brought into the Venue by it rests with it.
- (b) Hirer acknowledges responsibility for administering first aid in the event of an emergency rests with it. Hirer will immediately notify the nearest Queensland Ambulance Service Centre (by phoning '000') of any accident occurring on or at the Venue and Facilities requiring urgent medical attention.
- (c) Hirer must immediately notify Council upon the occurrence of any incidents at the Venue involving injury, first aid or the risk of injury to a worker or any other person at the Venue.
- (d) Hirer must create and implement, to Council's satisfaction, safety policies, procedures and practices in relation to Hirer's activities and strictly comply with its obligations as a 'Person Conducting a Business or Undertaking' under the *Work Health and Safety Act 2011* (Qld).

- 
- (e) Hirer acknowledges that Council may require it to implement changes to its existing policies, procedures and practices from time to time as Council deems necessary.
 - (f) Hirer must provide Council with safety reports as requested by Council and as stipulated by Item 12 'Safety Reporting' of the Hire Details covering all safety, hazard and risk management issues relating to the Permitted Use.
 - (g) Hirer warrants that all information provided to Council by it in accordance with this document is correct and complete and indemnifies Council for any and all liability that arises as a result of incorrect or incomplete information provided to Council.

12. MISCELLANEOUS

12.1 Amendment

This document can only be amended or replaced by another document signed by the parties.

12.2 Assignment

Hirer may not assign, mortgage, encumber, charge, subcontract or declare a trust over or create an interest in, its rights under this document without the prior written consent of Council.

12.3 Compliance with laws

Hirer must comply on time with all laws and all lawful requirements and orders of Government Authorities in connection with the occupation and use of the Venue and Facilities including obtaining any approvals or licences required in connection with the Permitted Use.

12.4 Costs

Each party shall meet their own costs incurred in connection with this document but the Hirer will pay any stamp duty in relation to this document.

12.5 Counterparts and electronic copies

This document may be executed in counterparts including by electronic copies. All counterparts together are taken to constitute one instrument and may be relied upon by a party to the same extent as if it was an original of this document executed by the party.

12.6 Default

Council may immediately terminate this document by giving the Hirer notice if Hirer fails to comply with any conditions of this document.

12.7 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

12.8 Disputes

All disputes in connection with this document are to be resolved, fully and conclusively, by Council's Chief Executive Officer. Each party must continue to perform its obligations under this document while any dispute is determined under this clause.

12.9 Entire agreement

This document is entered into by the parties as an agreement and embodies the entire understanding between the parties and supersedes all previous arrangements on the subject matter of this document.

12.10 Governing law

The laws in force in Queensland apply to this document. Each party irrevocably submits to the non-



exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

12.11 GST

All amounts payable under or in connection with this document are exclusive of Goods and Services Tax (GST) unless otherwise stated.

12.12 Make good

When this document ends the Hirer must make good the Venue and Facilities including by cleaning, repairing any damage arising in connection the Hirer's use of the Venue and Facilities, and removing all signage, advertising, plant, equipment and supplies that do not belong to Council or other authorised users of the Venue and Facilities.

12.13 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

12.14 No merger

None of the rights and obligations of a party under this document merge whatsoever and at all times remain in full force and effect.

12.15 No warranty by giving consent

By giving its approval or consent, a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

12.16 Remedies cumulative

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document.

12.17 Rights contractual

The rights granted under this document to the Hirer are contractual in nature only and do not attach to or create an interest or estate in, the Venue or the Facilities.

12.18 Severability

If the whole, or any part, of a provision of this document unenforceable in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect and the enforceability of that provision in any other jurisdiction is not affected.

12.19 Survival of rights and obligations

Rights accrued to a party up to the date of termination or expiration of this document, indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document.

12.20 Waiver

A right under this document can only be waived in writing by the party waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

Schedule 1

HIRE DETAILS

Item 1	Council	Maranoa Regional Council ABN 99 324 089 164 Responsible Person: Director - Roma Phone: 1300 007 662 Email: council@maranoa.qld.gov.au Address: PO Box 620 Roma Qld 4455
Item 2	Hirer	Roma Touch Association Incorporated ABN 81 061 469 792 Responsible Person: The President Phone: 0428 233 384 Email: Shaneferry01@bigpond.com Address: P.O Box 591, Roma Qld 4455
Item 3	Venue	Lot 91 on R8614 6-10 Bungil Street Roma (Roma Touch Fields)
Item 4	Facilities	Club House, Touch Fields, Amenities, Lights, Shower Toilet Block
Item 5	Permitted Use	Touch Season, Touch Carnivals, Training, Celebratory Events
Item 6	Licence Type	Non-exclusive
Item 7	Term	Commencing July 2023 and Expiring July 2028 Option to Renew – 5 Years
Item 8	Access Times	As per required use – Including preparation, clean up and ensuring building is locked upon leaving
Item 9	Hire Fee	Nil Fees Charged
Item 10	Signage	Prior authorisation from Council must be sought
Item 11	Condition Report	Damage or Maintenance issues must be reported to Council as soon as possible
Item 12	Safety Reporting	Copies of any reports relating to facilities or safety that are required to be submitted to a governing body, are to be supplied to Council
Item 13	Insurance	Public Liability – not less than \$20,000,000.00 (on a 'claims occurring basis')
Item 14	Outgoings	<ul style="list-style-type: none"> • Council shall be responsible for water charges at the premises • This utility is a major cost item for Council and the usage is to be monitored carefully
Item 15	Organisations Responsibilities	<ul style="list-style-type: none"> • Insurances – Contents and public liability • Maintenance of all buildings, consultation with Council may be sort for large building maintenance • Proof of pest control and RDC (Residual Circuit Device) checks • Quarterly Electricity Account • Responsible Service of Alcohol – Organising of liquor licence when necessary • Cleaning of the clubhouse and shower/toilet block during and on completion of touch events • On field weed control, all other weed control in consultation with Council • Monitor dust suppression during events, consult with Council if this cannot be contained • All rubbish is to be placed in bins located around the grounds during and on

		<p>completions of events (Ensuring the nominated amount of bins are set out for collection, additional bins will incur a fee)</p> <ul style="list-style-type: none"> • Watering of oval as per Council's watering schedule • Maintain sprinkler system (replace where necessary) • Maintain and fertilise sporting ovals • Set curfew on events as per Environmental Protections Act 1994 for noise • Replace light bulbs • Calendar is to be supplied to Council at the beginning of Touch Football Season – (so mowing schedule can be developed) • Notify Council of executive positions after Annual General Meeting • Copy of Certificate of Currency to be provided to Council annually
Item 16	Council Responsibilities	<ul style="list-style-type: none"> • Insurance – property and public liability • Mowing of grassed areas on a scheduled roster • Rates, Water and Sewerage • Cleaning of the shower/toilet block before and after Easter in the Country Weekend • Ensure other Users clean as per their respective User Agreements • Any third party hire is to be in consultation with the Roma Touch Association Incorporated

Execution

Executed as an agreement.

COUNCIL


SIGNED for MARANOA REGIONAL COUNCIL
99 324 089 164 by its duly authorised
officer, in the presence of:



Signature of witness

KELLY ROGERS

Name of witness (BLOCK LETTERS)



Signature of officer

EDWINA MARKS

Name of officer (BLOCK LETTERS)

CEO

Office held (BLOCK LETTERS)

01.03.24

Date signed

HIRER

SIGNED for
ROMA TOUCH ASSOCIATION
INCORPORATED
ABN 81 061 469 792 by its duly authorised
officer, in the presence of:



Signature of witness

LIANA LEARD

Name of witness (BLOCK LETTERS)



Signature of officer

L.S. PERRY

Name of officer (BLOCK LETTERS)

President

Office held (BLOCK LETTERS)

25.2.24

Date signed

Proposed Responsibilities	Roma Touch Association Inc	Council
Insurances	•	
Maintenance of all buildings, consultation with Council may be sort for large building maintenance	•	
Proof of Pest control and RDC (Residual Circuit Device)	•	
Quarterly Electricity Account	•	
Responsible Service of Alcohol – organising of liquor licence when necessary	•	
Cleaning of the clubhouse and shower/toilet block during and on completion of touch events	•	
On field weed control, all other weed control in consultation with Council	•	
Monitor dust suppression during events, consult with Council if this cannot be contained	•	
All rubbish is to be placed in bins located around the grounds during and on completion of events (Ensuring the nominated amount of bins are set out for collection, additional bins will incur a fee)	•	
Watering of oval as per Council's watering schedule	•	
Maintain sprinkler system (replace where necessary)	•	
Set curfew on events as per Environmental Protection Act 1994 for noise	•	
Replace light bulbs	•	
Copy of certificate of currency to be provided to Council annually	•	
Calendar is to be supplied to Council at the beginning of Touch Football Season – (so mowing schedule can be developed)	•	
Notify Council of executive positions after Annual General Meeting	•	
Rates, Water and Sewerage		•
Mowing of grassed areas on a scheduled roster		•
Ensure other Users clean as per their respective User Agreements		•
Any third-party hire is to be in consultation with the Roma Touch Association Incorporated		•
Cleaning of the shower and toilet block before and after Easter in the Country		•
Insurances		•

Georgie Adams Woodall

From: [REDACTED]
Sent: Monday, 30 June 2025 10:34 PM
To: Georgie Adams Woodall
Subject: Re: Request for information - Lighting Upgrade
Attachments: BRWFOA6546400FO_000084.pdf

Georgie

Please find the following information below as per your questions

1. An updated quote for new lights has not been received as yet even though [REDACTED] stated that I would have it by the end of last week.
 A quote from [REDACTED] dated 2023 was to the value of \$111,390.00
 I am estimating that the new quote for new lighting will be around \$140,000
2. Roma Touch are applying for a \$100,000 grant through the Gambling Community Benefit Fund
3. Roma Touch presently has around [REDACTED] in the bank. If the grant is successful, Roma Touch will put \$30,000 towards the light cost. This leave us with \$10,000 to kick start the season, including insurances and other operating expenses later this year.
4. There are no other confirmed or potential contributors towards this project at the present time. We will be consulting with Georgie Adams Woodall whether we are able to apply for any other grants to assist in the project cost.
5. We are seeking \$10,000 from council towards this project if our application is successful. As mentioned above, the touch club could provide \$30,000 of the \$40,000 required, leaving us enough to successfully run our competition for the forth coming season.
6. The present lighting infrastructure under which Roma Touch Players are playing contain bulbs. These bulbs now cost around \$700 each and are subjected to regular blowouts and constant attack from birdlife. The present lighting system is estimated to be around 50 LUX.
 Any new lighting of the fields will be with LED lights with a capacity of between 100-200 LUX.

LED flood lights produce a brighter and more even light than metal halide fixtures. This makes them ideal for outdoor sports fields, as the players can see more clearly, and the field is illuminated better. Additionally, LED flood lights are highly durable and long-lasting.

LED outdoor sports lighting has become the gold standard for illuminating sports venues of all sizes, from massive stadiums to smaller courts.

Its superior brightness, energy efficiency, and durability make it ideal for ensuring optimal visibility and safety for athletes and spectators alike.

The attached document is recommendations from Touch Football Australia in regards to field lighting for playing the sport of Touch Football.

OFFICER REPORT

Meeting: Ordinary 10 July 2025

Date: 16 June 2025

Item Number: 14.1

File Number: D25/59254

SUBJECT HEADING: Policy Endorsement - Wild Dog Scalp Bounty

Classification: Open Access

Officer's Title: Manager - Community Safety & Rural Lands Services

Executive Summary:

This report seeks Council's endorsement of the *Wild Dog Scalp Bounty Policy (the policy)*. The policy formalises a bounty system to encourage community efforts in reducing wild dog numbers. Wild dogs pose a major biosecurity risk, impacting both livestock and biodiversity.

The policy supports Council's strategic priorities of protecting the natural environment and supporting the rural industry.

Officer's Recommendation:

That Council endorse the *Wild Dog Scalp Bounty Policy*, as outlined in this report and authorise its implementation, with funding and operational details to be managed under the pest management budget.

Context (*Why is the matter coming before Council?*):

The matter is presented to Council to formalise its endorsement of the *Wild Dog Scalp Bounty Policy*. Council's support is required to adopt the policy and allocate resources for its implementation. The policy is a direct response to community concerns and aligns with Council's obligations under the *Biosecurity Act 2014 (Qld)* to manage invasive species.

Background (*Including any previous Council decisions*):

- Wild dogs are a significant problem in the Maranoa Region, causing financial losses for graziers, posing a biosecurity risk, and threatening native wildlife.
- To date, Council has not had a formal policy guiding the management of wild dogs through a bounty system.

Options Considered:

1. **Endorse the Wild Dog Scalp Bounty Policy (Recommended):**
 - Provides a clear framework for implementing the bounty system.
 - Encourages community participation and strengthens pest control efforts.

2. Do not endorse the policy:

- Retains existing pest management strategies but lacks the targeted approach of a bounty system.
- May result in continued community dissatisfaction and limited reduction in wild dog populations.

Recommendation:

That Council endorse Option 1: the *Wild Dog Scalp Bounty Policy*, as outlined in this report, to support the region's rural industry and biodiversity.

Risks:

Risk	Description of likelihood & consequences
Fraudulent Claims	Low likelihood: mitigated through robust verification processes specified in the policy.
Community Perception	Low likelihood: strong community engagement ensures broad support for the policy.

Policy and Legislative Compliance:

- *Animal Care and Protection Act 2001*
- *Animal Management (cats and dogs) Act 2008*
- *Australian Pest Animal Strategy 2017–2027 (Federal)*
- *Biosecurity Act 2014*
- *Local Government Act 2009*
- *National Wild Dog Action Plan*
- *NATSOP-DOG001 National Standard Operating Procedure: Trapping wild dogs using padded-jaw traps*
- *Pest Management Act 2001 (Federal)*
- *Queensland Invasive Plants and Animals Strategy 2019-2024*
- *Maranoa Regional Council Biosecurity Plan 2023 - 2027*

Budget / Funding (Current and future):

Bounty payments funded by the Pest Management Levy

Timelines / Deadlines:

- **Policy Adoption:** Upon Council endorsement.
- **Biosecurity Advisory Committee** meeting – to be held on 19 August 2025

Consultation (Internal / External):

Internal: Rural Land Services Department team members.

External: Biosecurity Advisory Committee

Strategic Asset Management Implications:

(If applicable, outline changes to whole of life costs and / or level of service)

No direct implications

Acronyms:

Acronym	Description
GBO	General Biosecurity Obligations under the <i>Biosecurity Act 2014</i>

Addition to Operational or Corporate Plan:

Plan Description	Yes / No
Operational	Supports pest management priorities within biosecurity plans.
Corporate	

Link to Corporate Plan:

Corporate Plan 2023-2028

Strategic Priority 4: Growing our region

4.8 Assist in protecting the rural industry through administration and regulation of the region's natural environment

Supporting Documentation:

- 1 [DRAFT - Organisational Policy - Wild Dog Scalp Bounty](#) P25/22
- 2 [DRAFT - Claim for Wild Dog Bonus Payment Form](#) D25/58500

Report authorised by:

Director - Regional Development, Environment & Planning

COUNCIL POLICY



Document Control	
Policy Title	Wild Dog Scalp Bounty
Policy Number	P25/22
Function	Rural Lands Services
Responsible Position	Coordinator Rural Lands
Supersedes	N/A
Review Date	30/06/2028

Version	Date Endorsed at ELT Briefing	Council Meeting Date (Date of Adoption / Review)	Resolution Number
1	18 March 2025		
2			

1. Purpose

The purpose of this policy is to ensure effective governance in the processing of wild dog scalps and the associated *Claim for Wild Dog Bonus Payment Form*, thereby reducing the risk of misappropriation of allocated funds.

2. Scope

This policy applies to all council staff involved in administering the receipt and processing of wild dog scalps, as well as to external individuals submitting or collecting wild dog scalps.

3. Statement

Wild dogs are an identified pest animal to the grazing industry within Maranoa Regional Council and are classified as restricted matter under the *Biosecurity Act 2014*. Council pays a Wild Dog Scalp Bounty to support landholders to meet their obligations under the *Biosecurity Act 2014*, and to encourage an integrated approach to the management of wild dogs.

A bounty payment is made directly to landholders, registered trappers or casual persons for each wild dog scalp presented that resulted from a wild dog destroyed within Maranoa Regional Council.

Wild dog bounty payments are funded from Council's landholder pest management levy, which is reviewed annually.

Refer to Council's Fees and Charges for the wild dog bounty payment amount.

COUNCIL POLICY



Maranoa Regional Council recommends the use of the Centre for Invasive Species Solutions "FeralScan" app to improve data collection and assist with decision making across the region.

Click here for more information.



4. Processes

4.1. Claimants

- a. Ensure wild dogs are destroyed humanely. Trapping of wild dogs must comply with *NATSOP-DOG001 National Standard Operating Procedure: Trapping of wild dogs using padded-jaw traps*.
- b. Ensure scalps meet the requirements specified in this policy.
- c. Present scalps for destruction to a Council Drop-Off Location, or to a Nominated Scalp Collector, or a Councillor. Ensure scalps are provided in an appropriate, leak-proof bag.
- d. Complete a *Claim for Wild Dog Bonus Payment Form* and sign the Claimant Declaration. The Lot on Plan where scalps were taken must be provided on the form.
- e. The location the scalp was taken must be verified by either a GPS point/s where the dog was destroyed, or written confirmation from the landowner/occupier that the dog was destroyed on that property. Submission into FeralScan meets verification requirements.

4.2. Delegated Council Officer

- a. Review the *Claim for Wild Dog Bonus Payment Form*, ensuring that it is fully completed and correct.
- b. The number of scalps must be verified and accurately reconciled with the quantity recorded on the form.
 - i. If number of scalps do not correspond with the number submitted on the form, then contact the claimant and provide the option to either personally verify the count or proceed with processing the quantity as determined.

COUNCIL POLICY



- c. After verification, scalps are to be destroyed or painted and put in the animal pit at the closest Maranoa Regional Council owned Waste Facility.
- d. If the number of scalps correspond with the number submitted on the form, sign '**CERTIFICATE OF DESTRUCTION OF SCALPS**' on the form and submit form for processing.

4.3. Nominated Scalp Collector or Councillor

- a. Receive scalp/s from Claimant.
- b. Review the *Claim for Wild Dog Bonus Payment Form* received from the claimant, ensuring that it is fully completed and correct.
- c. The number of scalps must be verified with claimant present. **Take a photograph of the scalps to submit with the claim form.**
- d. If the number of scalps correspond with the number submitted on the form, sign '**CERTIFICATE OF DESTRUCTION OF SCALPS**' on the form.
- e. **Submit form and photographic evidence** to Maranoa Regional Council via email to council@maranoa.qld.gov.au or in person at a Customer Service Centre.
- f. After verification, scalps must be destroyed by incineration or painted and dumped.

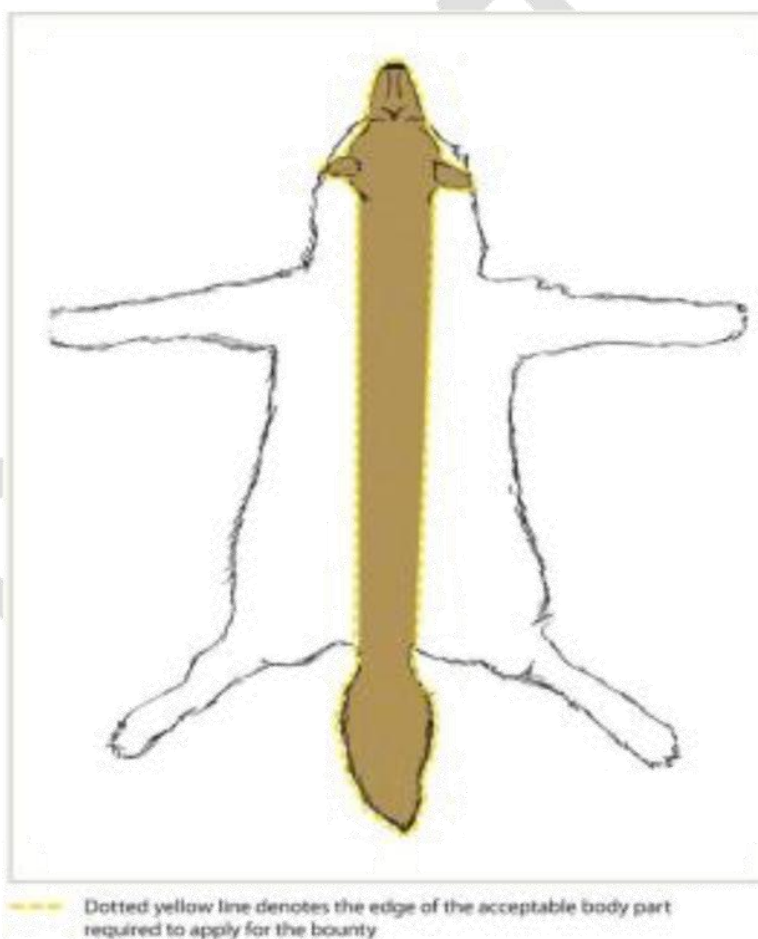
5. Council Drop-Off Locations

Location	Address	Accepts Scalps
Roma Depot	1 Cartwright Street Roma 4455	Monday – Thursday 9:00am – 3:00pm
Mitchell Waste Management Facility	St George Road Mitchell 4465	Monday – Thursday 9:00am – 3:00pm
Surat Service Centre	73 Burrowes Street Surat 4417	Monday – Thursday 9:00am – 3:00pm
Yuleba Service Centre	20 Stephenson Street Yuleba 4427	Monday – Thursday 9:00am – 3:00pm
Injune Service Centre	32 Hutton Street Injune 4454	Monday – Thursday 9:00am – 3:00pm

COUNCIL POLICY

**6. Requirements for a Wild Dog Scalp**

- A single piece of skin from tip of tail to nose that includes the ears (see diagram).
- Scalps must be dried, salted or frozen. Decomposed, rotten or whole bodies will not be accepted.
- Multiple scalps must be presented separately.
- The scalp must be obtained within Maranoa Regional Council.
- Scalps from unborn pups will not be accepted.



COUNCIL POLICY



7. Definitions

Delegated Council Officer

Maranoa Regional Council employee in any of the following positions:

- Rural Lands Services Officer
- Biosecurity Officer
- Coordinator Rural Lands
- Manager Community Safety and Rural Lands
- Town and Surrounds – Team Leader
- Or other Council Officer by approval by a Director

Nominated Scalp Collector

External person endorsed by the Biosecurity Advisory Committee to carry out the activity of receiving and destroying scalps for the purpose of facilitating payments under the Wild Dog Scalp Bounty program.

Bounty

Money paid as a reward.

Claimant

A person making a claim.

Scalp

A single piece of skin from tip of tail to nose that includes the ears.

Wild Dog

Purebred dingo, dingo hybrid, or domestic dog that has escaped or has been deliberately released and now lives in the wild.

8. Related Policies and Legislation

Animal Care and Protection Act 2001

Animal Management (cats and dogs) Act 2008

Australian Pest Animal Strategy 2017–2027 (cth)

Biosecurity Act 2014

Local Government Act 2009

National Wild Dog Action Plan

NATSOP-DOG001 National Standard Operating Procedure: Trapping of wild dogs using padded-jaw traps

Pest Management Act 2001 (cth)

Queensland Invasive Plants and Animals Strategy 2019-2024

COUNCIL POLICY



Maranoa Regional Council Biosecurity Plan 2023 - 2027

DRAFT

Reference # _____

**FORM: Claim for Wild Dog Bonus Payment – Tax Invoice**

If you have any specific enquiries regarding how to complete this form please contact Council. Please complete this application in BLOCK LETTERS and tick boxes or circle where applicable. If a question does not apply, please indicate by writing "n/a"

Claimant Details:			
Name (Person/Entity payment is to be made)			Date
GST REGISTERED (GST is applicable only if the claimant is GST registered.)	Yes / No	ABN Number (if registered):	
Postal Address			
Town		State	Postcode
Email			
Phone		Mobile	
Payment Details:			
Bank (including branch location):			Account Name :
BSB:			Account Number:

Location Wild Dog/s were destroyed:

Property Name	Lot	Plan	Number of Scalps			Participation in last Council Baiting Program (Y/N)
			Male	Female	Pup	

The wild dog/s were destroyed by the following humane method:

☐ Shot ☐ Trapped ☐ Other: _____

The scalps were this day delivered to the following Depot:

- | | | |
|-------------|----------|------------------------------|
| 1. Yuleba | 3. Surat | 5. Injune |
| 2. Mitchell | 4. Roma | 6. Nominated Scalp Collector |

Trapped wild dogs must comply with NATSOP-DOG001 National Standard Operating Procedure: Trapping of wild dogs using padded-jaw traps.

CONDITIONS OF PAYMENT (please tick)

- The scalps were taken within the protected area of Maranoa Regional Council.
- Payment will be made directly to the person who has destroyed the wild dog/s or the nominated exclusion fence entity.
- An inspection may be undertaken on the described land by an authorised officer of Council for verification purposes.
- This form must be completed in legible handwriting and IN FULL for payment to occur. Incomplete or illegible forms may be returned to the claimant, delaying payment.
- Please ensure that you have included your ABN if you are registered for GST.
- **Please be advised that this form is a Declaration, therefore the above completed information must be true and correct.**

Maranoa Regional Council
Cnr Bungil & Quintin Streets
Roma Queensland 4455

PHONE 1300 007 662
FAX 07 4624 6990
EMAIL council@maranoa.qld.gov.au

PO Box 620, Roma Qld 4455
ABN: 99 324 089 164
www.maranoa.qld.gov.au

**Claimant's Declaration**

I hereby certify that the wild dog/s were destroyed on the property as stated in the table on page 1 of this form.

I declare that the information provided in this document is true and correct and authorise that payment be made directly to the person or the nominated entity on page 1 of this form.

Name of Claimant: _____

Signature of Claimant: _____ Date: _____

Date scalp/s taken: _____ to _____

Verification method (complete Attachment A):

- ☐ Submitted to FeralScan
☐ Signature from owner/occupier
☐ GPS location

CERTIFICATE OF DESTRUCTION OF SCALPS (Delegated Council Officer / Nominated Scalp Collector)

I hereby certify that the scalps of the wild dog/s listed on page 1 of this form were on this day destroyed in my presence.

Name of Delegated/Nominated person: _____

Signature of Delegated/Nominated Person: _____ Date: _____

Nominated Scalp Collectors must submit photographic evidence of scalps with this claim (preferably location/time/date stamped) – may submit via email to land.management@maranoa.qld.gov.au.

PAYMENT TO BE MADE (Office Use Only)

TOTAL Number of Scalps	Bonus Rate	Amount Payable	GST (if applicable)	TOTAL INVOICE
	\$50.00 per scalp	\$	\$	\$

Office use ONLY:			
Record No:		Entered into Spreadsheet:	Yes / No
All relevant information has been filled in by Claimant (ABN if applicable, Complete Postal Address, GST etc)		Checked by:	Date:
Creditor number:		NAR:	
WO Number	14419.2472.2001		



ATTACHMENT A - SUPPORTING INFORMATION (AT LEAST ONE VERIFICATION METHOD REQUIRED)

☐ Option 1: Submitted to FeralScan

☐ **Option 2: Owner/occupier signature**

[illegible]☐ Option 3: GPS Locations and date of each wild dog destroyed[illegible]

PLANNING & BUILDING DEVELOPMENT REPORT**Meeting:** Ordinary 10 July 2025**Date:** 25 June 2025**Item Number:** 14.2**File Number:** D25/63665**SUBJECT HEADING:** 2015/19400 - Change Application (Minor) -
Material Change of Use - Intensive Animal
Industry**Classification:** Open Access**Officer's Title:** (Acting) - Senior Town Planner**Executive Summary:**

McIntyre Agriculture Pty Ltd & McIntyre Land Pty Ltd have submitted a Minor Change Application to the existing approval for a Material Change of Use to establish an "Intensive Animal Industry" (4,000 Standard Cattle Units) and Environmentally Relevant Activity 2(1)(b) – Intensive Animal Feeding located at 1115 Binya Lane, Mount Abundance, described as Lots 17 & 19 on WV841 (the subject premises).

Officer's Recommendation:

That Council issue a Change Decision notice in relation to the existing Development Approval (Ref: 2015/19400) for a Material Change of Use "Intensive Animal Industry" (4,000 Standard Cattle Units) and Environmentally Relevant Activity 2(1)(b) – Intensive Animal Feeding located at 1115 Binya Lane, Mount Abundance, described as Lots 17 & 19 on WV841, reflecting the changes detailed below.

(a) Condition 4 be amended from:

4. Complete and maintain the approved development - Material Change of Use "Intensive Animal Industry" and Environmentally Relevant Activity 2(1)(b) – Intensive Animal Feeding generally in accordance with the following approved plans and documents, subject to and modified by any conditions of this approval:

Plan/Document number	Plan/Document name	Date
8372 Masterplan – Fig 1 Locality	4000 SCU Dunan Feedlot Licence Application - Locality Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 2 DCDB	4000 SCU Dunan Feedlot Licence Application - Cadastral Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 3 TOPO	4000 SCU Dunan Feedlot Licence Application - Topographic Plan Prepared by FSA Consulting	23/09/15

Maranoa Regional Council

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8372 Masterplan – Fig 4 Aerial	4000 SCU Dunan Feedlot Licence Application - Aerial Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 5 Layout	4000 SCU Dunan Feedlot Licence Application - Proposed Feedlot Layout Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 6 Receptors	4000 SCU Dunan Feedlot Licence Application - Sensitive Receptors Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 7 SO & Flood	4000 SCU Dunan Feedlot Licence Application - Stream Order and Flood Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 8 Bores	4000 SCU Dunan Feedlot Licence Application - Groundwater Bore Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 13 Oil & Gas	4000 SCU Dunan Feedlot Licence Application - Oil and Gas Pipeline Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 14 Catchment	4000 SCU Dunan Feedlot Licence Application - Stormwater Catchment Plan Prepared by FSA Consulting	23/09/15
CMDG-R-040 Rev D	Rural Road Access and Property Access Over Table Drains	09/14
Capricorn Municipal Development Guidelines		
D5	CMDG – Stormwater Drainage	02/15
D6	CMDG - Site Regrading	03/12
D7	CMDG – Erosion Control and Stormwater Management	03/12

To:

- Complete and maintain the approved development - Material Change of Use “Intensive Animal Industry” and Environmentally Relevant Activity 2(1)(b) – Intensive Animal Feeding generally in accordance with the following approved plans and documents, subject to and modified by any conditions of this approval:

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Maranoa Regional Council

Ordinary Meeting - 10 July 2025

8372 Masterplan – Fig 4 Aerial	4000 SCU Dunan Feedlot Licence Application - Aerial Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 5 Layout	4000 SCU Dunan Feedlot Licence Application - Proposed Feedlot Layout Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 6 Receptors	4000 SCU Dunan Feedlot Licence Application - Sensitive Receptors Plan Prepared by FSA Consulting	23/09/15
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8372 Masterplan – Fig 14 Catchment	4000 SCU Dunan Feedlot Licence Application - Stormwater Catchment Plan Prepared by FSA Consulting	23/09/15
CMDG-R-040 Rev D	Rural Road Access and Property Access Over Table Drains	09/14
252046 Roma Feedlot – TIA.docx	Roma Feedlot and Spelling Yards Traffic Impact Assessment - Road Impact Report	20/11/24
242091	Northern Growers Pty Ltd - Access For Type 2 Road Trains - Road Condition Assessment Report	26/12/23
Capricorn Municipal Development Guidelines		
D5	CMDG – Stormwater Drainage	02/15
D6	CMDG - Site Regrading	03/12
D7	CMDG – Erosion Control and Stormwater Management	03/12

(b) A new condition 31 is added that reads:

31. **The haul route for Type 2 Road Trains is Massey Lane from the intersection with the Warrego Hwy to Mt Abundance Road (11.36km), then Mt Abundance Road from the intersection with Massey Lane to Binya Lane (6.28km), then Binya Lane from the intersection with Mt Abundance Road to the approved site access (10.11km).**

(c) A new condition 32 is added that reads:

32. **Prior to the commencement of Type 2 Road Train access to the site, curve widening must be undertaken at the Massey Lane/Mt Abundance Road intersection so that Type 2 Road Trains can**

turn and remain on the sealed surface, in accordance with the recommendations of the approved Road Condition Assessment Report, prepared by Brandon & Associates, dated 26 December 2023 (Ref: 242091).

(d) A new condition 33 is added that reads:

33. **The proposed Type 2 Road Train haul route, detailed in Condition 31, is not currently an approved Type 2 Road Train Route. An approval for the route to be used by multi-combination vehicles must be obtained from the National Heavy Vehicle Regulator prior to allowing access for Type 2 Road Trains along the above road section. Please refer to the following link for more information:**

<https://www.nhvr.gov.au/road-access/access-management/applications-and-forms>

(e) All other conditions are renumbered but remain unchanged.

Context:

The original development application was decided by Council at a General Meeting. A determination to change the approval is therefore presented to Council for decision.

Background:

Development Application

On 24 February 2016, Council issued a decision notice approving a Material Change of Use for an “Intensive Animal Industry” on the subject site.

On 9 October 2017, Council issued correspondence confirming all works required as part of Stage 1 of the development had been completed.

On 6 December 2019, Council issued further correspondence confirming all road works required as part of Stage 2 of the development had been completed.

The applicant was reminded of their ongoing obligation to comply with the conditions of the approval.

Road Train Permit

On 18 October 2018, Council issued correspondence to the applicant advising that Type 2 Road Trains were not permitted to access the site without appropriate permits in place.

In November 2019, a permit was issued to a private business for Type 2 Road Trains to access the Roma Feedlot and Spelling Yards (subject site), for a three year period. This permit has lapsed.

On 6 October 2023, Council refused a request for Type 2 Road Train access to the property as a result of safety concerns on the road network.

Proposal

The new landowner has provided additional reports, prepared by a Registered Professional Engineer of Queensland (RPEQ) to support the revised application for Type 2 Road Train access to the site.

Options Considered:

N/A

Recommendation:

The proposed changes to the conditions have been recommended to ensure compliance with the assessment benchmarks to the greatest extent possible. Any residual inconsistency with the assessment benchmarks needs to be considered in light of various relevant matters including:

- the proposed change is not considered to be substantially different development;
- conditions of the Development Permit and Road Permit will protect the safety of the local road network.

Risks:

Risk	Description of likelihood & consequences
N/A	<Provide details>

Potential risks associated with the proposal have been addressed in the development assessment. Other matters outside of this, which are not called up in the *Planning Act 2016*, cannot be considered in decision making.

Risks associated with the Road Permit application must be considered separately by Council.

As with any planning decision reached by Council, there is a risk that the applicant or a submitter can appeal any aspect of the decision to the Planning and Environment Court (the Court).

Note: The likelihood of an appeal by any party is not a valid planning consideration and must not be used to inform Council's decision on any planning matter.

Policy and Legislative Compliance:

Pursuant to Section 81 of the Planning Act 2016 (the Act), in assessing a change application, Council must consider;

- the information the applicant included with the application; and
- all matters the responsible entity would or may assess against or have regard to, if the change application were a development application; and
- another matter that the responsible entity considers relevant.

Council must also consider any statutory instrument, or other document, as in effect when the development application for the original development approval was properly made.

The development is also required to be assessed against the definition of a minor change in Schedule 2 of the Planning Act 2016 and the definition of substantially different development in Schedule 1 of the Development Assessment Rules.

A full assessment of the proposal against the relevant assessment benchmarks is included as an attachment to this report.

Budget / Funding:

The costs of fulfilling any development approval obligations, financial or otherwise, remains the sole responsibility of the applicant/landowner/s. There is potential for Council to incur costs only in the event that its decision regarding the application is appealed to the Court.

Timelines / Deadlines:

The Minor Change application was properly made on 4 June 2025. Council has extended the decision making period, by agreement, to 10 July 2025 to allow a decision to be made at the Ordinary Meeting.

Consultation:

Internal

Consultation about this application has occurred with:

- Deputy Director / Strategic Road Management, Strategic Road Management and Contract Management Office
- Senior Engineer - Program and Contract Management (RPEQ) (former)
- Director, Regional Development, Environment and Planning

Acronyms:

Acronym	Description
N/A	

Link to Corporate Plan:

Corporate Plan 2023-2028

Strategic Priority 4: Growing our region

4.7 Plan and manage the growth of our towns

Supporting Documentation:

- | | | | |
|---|-------------------|--|------------|
| 1 | ↓ | 2015/19400 - Minor Change Application - 1115 Binya Lane MOUNT ABUNDANCE - Planning Assessment Report | D25/64777 |
| 2 | ↓ | 2015/19400 - Road Impact Report - 1115 Binya Lane, Mt Abundance | D24/117262 |
| 3 | ↓ | 2015/19400 - Road Condition Assessment Report - 1115 Binya Lane, Mt Abundance | D25/43167 |
| 4 | ↓ | 2015/19400 - Original Decision Notice and Approved Plans | D16/15931 |

Report authorised by:

Manager - Regional Planning & Building Development

Chief Executive Officer

Planning Assessment Report-2015/19400

<u>Application Number:</u>	2015/19400
<u>Proposal:</u>	Minor change to existing Development Approval for a Material Change of Use – “Intensive Animal Industry” (4,000 Standard Cattle Units) and Environmentally Relevant Activity 2(1)(b) – Intensive Animal Feeding
<u>Applicant:</u>	McIntyre Agriculture Pty Ltd & McIntyre Land Pty Ltd
<u>Street Address:</u>	1115 Binya Lane, Mount Abundance
<u>Real Property Description:</u>	Lots 17 & 19 on WV841
<u>Officer</u>	A/Senior Town Planner

Summary

McIntyre Agriculture Pty Ltd / McIntyre Land Pty Ltd have submitted a Minor Change Application to the previously approved Material Change of Use to establish “Intensive Animal Industry” (4,000 Standard Cattle Units) and Environmentally Relevant Activity 2(1)(b) – Intensive Animal Feeding located at 1115 Binya Lane, Mount Abundance, described as Lots 17 & 19 on WV841 (the subject premises).

Details of Proposed DevelopmentBackground

On 24 February 2016, Council issued a Decision Notice approving the establishment of a 4,000 SCU feedlot at the subject premises, over two stages. The approved plan is included below as Figure 1.

Correspondence issued by Council on 9 October 2017 and 6 December 2019 confirm that Stages 1 and 2 of the development were constructed in accordance with the conditions of the approval.

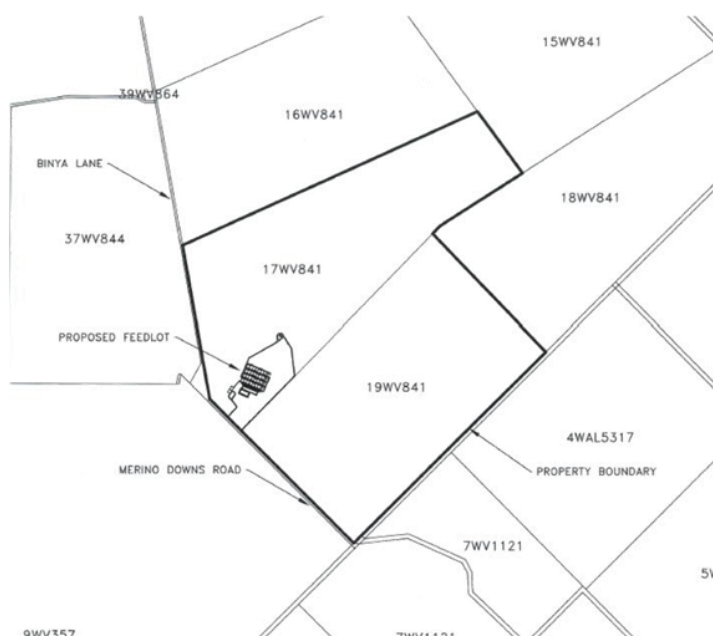


Figure 1 – Existing Approved Site Plan

The development was conditioned to comply with a series of plans and approved documents, including the Development Application Report. This report determined anticipated traffic movements for the approved feedlot based on a typical B-Double truck.

It is noted the subject site is located within the National Heavy Vehicle Regulator (NHVR) Type 1 Road Train Operational Area. This means that the site can be accessed by Type 1 Road Trains without a separate from NHVR or Council.

Proposal

The applicant has submitted a request for a permit to access the feedlot utilising Type 2 Road Trains. The applicant has prepared a Road Impact Report and Road Condition Assessment Report to accompany the request.

The original approval included conditions that state:

28. *Haulage routes are limited to all-weather roads only. Vehicular traffic associated with the development is not permitted to travel on Fletchers Lane."*

The traffic assessments prepared to accompany the application state that the proposed use of Type 2 Road Trains will reduce the load on Council's road network from 1028 Equivalent Standard Axles per year to 936 Equivalent Standard Axles per year.

The recommendations of the applicant's report include:

- *"Run a trial with a Type-2 Roadtrain to verify the findings of this report. (From the traffic data, it appears that Type-2 Roadtrains already access these roads).*
- *Curve widen the intersection of Massey Lane and Mt Abundance Road so that roadtrains can turn and stay on the bitumen.*
- *Have a trial period of 1 year to see if any major issues arise.*
 - *Do a video survey of the route before the trial starts and video survey the route at the end of the trial.*
 - *Do a maintenance inspection prior to the trial and gather defects and compare them with defects after the trial.*
 - *Maintain a register of complaints to justify future decision making.*
 - *Consult with the neighbours along the route a compile a list of issues raised by them and see if they are compatible with the outcomes of the one year trial.*
- *Allow Type-2 Roadtrains at slower speeds*
- *Introduce a time of day curfew from 6.00pm to 6.00am.*
- *Once data is collected, an informed decision can made based upon facts.*
- *If the outcome of the one year trial is acceptable, approve a temporary Type-2 Roadtrain permit for a period of 3 years, and at the end of each permit period, re-asses the approval of future permits."*

Characteristics of the Site

The subject site is comprised of two generally regular shaped allotments with a total area of approximately 1,631ha. The site is located approximately 28km south-west of Roma, as the crow flies, and is located with the Rural Zone under Maranoa Planning Scheme 2017.

The site has frontage to Binya Lane along the western boundary. The site has existing constructed accesses to the road network in accordance with the feedlot approval. The site locality is shown below in Figure 2.



Figure 2 – Locality Plan

Consideration of Assessment Benchmarks

The application has been submitted as a minor change to the original development approval and requires a change decision notice to be issued by Council. Following Council's decision on this application, the landowner has been advised to lodge their Type 2 Road Train permit application to NHVR.

Pursuant to Section 81 of the *Planning Act 2016* (the Act), in assessing a change application, Council must consider;

- the information the applicant included with the application; and
- all matters the responsible entity would or may assess against or have regard to, if the change application were a development application; and
- another matter that the responsible entity considers relevant.

Council must also consider any statutory instrument, or other document, as in effect when the development application for the original development approval was properly made.

Schedule 2 of the Planning Act 2016 and Schedule 1 of the Development Assessment Rules

The proposed minor change application is required to be assessed against:

- Schedule 2 of the *Planning Act 2016*
- Schedule 1 of the Development Assessment Rules

Provision	Response
<p>(b) for a development approval - (i) would not result in substantially different development; and</p> <p><i>A change may be considered to result in a substantially different development if any of the following apply to the proposed change:</i></p> <ul style="list-style-type: none"> <i>(a) involves a new use; or</i> <i>(b) results in the application applying to a new parcel of land; or</i> <i>(c) dramatically changes the built form in terms of scale, bulk, and appearance; or</i> <i>(d) changes the ability of the proposed development to operate as intended; or</i> <i>(e) removes a component that is integral to the operation of the development; or</i> <i>(f) significantly impacts on traffic flow and the transport network, such as increasing traffic to the site; or</i> <i>(g) introduces new impacts or increase the severity of known impacts; or</i> <i>(h) removes an incentive or offset component that would have balanced a negative impact of the development; or</i> <i>(i) impacts on infrastructure provisions.</i> 	<ul style="list-style-type: none"> • The change does not involve a new use. • The change does not apply to a new parcel of land. • The proposal does not alter the approved size or form of the feedlot. • The proposal does not change the ability of the feedlot to operate as intended. • The change does not remove any components of the development. • The change is not considered to impact on traffic flow. While the proposal to utilise Type 2 Road Trains will introduce larger vehicles into the road network, the application demonstrates that the network can safely accommodate these vehicles, subject to adoption of relevant recommendations. <p>The proposal will reduce the overall load on Council's network, as defined by Annual Average Daily Traffic and Equivalent Standard Axle comparisons.</p> <ul style="list-style-type: none"> • The proposal is not considered to increase the severity of existing known impacts. The existing feedlot operations will not be affected by the development, subject to the safe operation of vehicles. <p>Conditions can be applied through the NHVR permit in line with the recommendations of the Road Condition Assessment.</p> <ul style="list-style-type: none"> • The change does not remove any incentive or offset. • The recommendations of the traffic assessments require widening of the Massey Lane / Mount Abundance Road intersection to accommodate Type 2 Road Trains. This work will not impact on the provision of a safe local road network.
<p>(ii) if a development application for the development, including the change, were made when the change application is made would not cause— (A) the inclusion of prohibited development in the application; or</p>	<p>Complies</p> <p>The proposed change does not include any prohibited development.</p>

Provision	Response
(B) referral to a referral agency, other than to the chief executive, if there were no referral agencies for the development application; or	Complies The proposed change does not trigger referral to any external agencies.
(C) referral to extra referral agencies, other than to the chief executive; or	Complies The proposed change does not trigger referral to any external agencies.
(D) a referral agency, in assessing the application under section 55(2), to assess the application against, or have regard to, a matter, other than a matter the referral agency must have assessed the application against, or had regard to, when the application was made; or	Complies The proposed change does not require additional assessment by any referral agencies.
(E) public notification if public notification was not required for the development application.	Complies The original development application was subject to Impact Assessment.

Council Policies or Asset Management Plans:

Council must also consider any statutory instrument, or other document, as in effect when the development application for the original development approval was properly made.

Bungil Shire Planning Scheme 2006

Any conflict with the superseded Planning Scheme for the proposed feedlot development is considered to have been resolved as part of the existing Development Approval.

The proposed minor change to facilitate Type 2 Road Train access does not conflict with any provisions of the Bungil Shire Planning Scheme 2006.

Maranoa Planning Scheme 2017

The Maranoa Planning Scheme 2017 is also applicable to the assessment of the application. The assessment benchmarks applicable to the development under the Maranoa Planning Scheme 2017 are:

- Part 6.2.1 Rural Zone Code
- Part 9.3.5 Rural Activities Code

The following assessment will consider the relevant provisions of the above codes, in the context of the change application solely to permit Type 2 Road Train access to the premises.

The establishment of an Intensive Animal Industry use in the Rural Zone is a consistent use and is generally supported by the overall outcomes of the relevant codes.

Rural Zone Code

Performance Outcomes	Acceptable Outcomes	Response
PO 21 Roads An all-weather road is provided between the premises and the existing road network.	AO 21.1 Roads are designed and constructed in accordance with the Capricorn Municipal Development Guidelines . AO 21.2 Premises have an approved access to the existing road network.	Complies The applicant has provided reports from a suitably qualified person (RPEQ) that demonstrates the haul route is suitably constructed to cater for the proposed Type 2 Road Trains, subject to widening of the Massey Lane / Mount Abundance Road intersection. Complies The existing accesses to Binya Lane have been constructed to a suitable standard to cater for the approved feedlot use.
PO 22 Vehicle access Vehicle access is provided to a standard appropriate for the activity and the zone.	AO 22.1 Access roads are to be all-weather and connect to the existing road network via a crossover designed and constructed in accordance with the Capricorn Municipal Development Guidelines . AO 22.2 Access is to be designed and constructed in accordance with the Capricorn Municipal Development Guidelines . Note: An 'all-weather' road is a road that remains accessible during all normal weather events but can exclude continued functioning during natural hazard events such as fire and flood.	Complies All proposed haul roads are constructed an all-weather standard. Internal access roads have also been constructed to an all-weather standard in accordance with Condition 25 of the development approval. Complies The existing accesses to Binya Lane have been constructed to a suitable standard to cater for the approved feedlot use.

Rural Activities Code

Performance Outcome	Acceptable Outcome	Response
PO 8 Roads Vehicular traffic associated with <i>Rural activities</i> including the haulage of stock, goods and/or materials does not result in the deterioration of roads used by ensuring: (a) the roads used are of an	For Intensive animal industry and Intensive horticulture: AO 8.1 The transport route/s from the development site entrance to the State-controlled road network, are constructed in accordance	Complies Binya Lane was conditioned to be upgraded under the current development approval. The submitted Road Impact Assessment has demonstrated that the existing road network is

<p>adequate standard to accommodate the type and frequency of traffic generated;</p> <p>(b) transport routes are maintained, including the removal of dirt and other spillages from trucks; and</p> <p>(c) transport routes do not compromise traffic safety in the area.</p> <p>Note: the submission of a traffic impact analysis prepared by a suitably qualified and experienced person will be necessary to demonstrate compliance to the assessment manager. The traffic impact analysis should identify the expected traffic movements generated by the proposal, any associated impacts on the road network, and any work that will be required to address the identified impacts.</p>	<p>with the <i>Capricorn Municipal Development Guidelines</i>.</p>	<p>sufficient to cater for the safe movement of Type 2 Road Trains, subject to the widening of the Massey Lane / Mount Abundance Road intersection.</p>
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Assessment Summary

The proposed development is considered to meet the definition of a minor change and is consistent with the expectations for development in the Rural Zone. It is therefore recommended that the proposed minor change application to the existing development approval be approved subject to the recommended changes to conditions.



brandon
& ASSOCIATES

ENGINEERING CONSULTANTS

personal. professional. practical.

ROMA FEEDLOT

McIntyre Agriculture

“Dunan” 1115 Binya Lane, Mt Abundance, QLD., 4455

ROMA FEEDLOT AND SPELLING YARDS TRAFFIC IMPACT ASSESSMENT

ROAD IMPACT REPORT

B&A Job No. 252046

www.brandoneng.com

CHINCHILLA 4668 9351 | ROMA 4622 3799 | TOOWOOMBA 4636 4100

CIVIL | STRUCTURAL | GEOTECHNICAL | PROJECT MANAGEMENT | BUILDING DESIGN | STORMWATER | LOCAL GOVERNMENT

MC INTYRE AGRICULTURE
IMPACT OF USING TYPE 2 ROAD TRAINS TO ACCESS ROMA FEEDLOT
ROAD IMPACT REPORT

NOVEMBER 2024

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IMPACT OF USING TYPE 2 ROAD TRAINS TO ACCESS ROMA FEEDLOT
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Introduction

This traffic impact report was initiated by Mc Intyre Agriculture to ascertain the damage that Type II Roadtrains may have on the proposed routes to service Roma Feedlot and Spelling Yards at *Dunan* on Binya Lane, Mt Abundance in the Maranoa Regional Council Area.

The proposed route is as follows.

- Massey Lane from the intersection with the Warrego Hwy to Mt Abundance Road, 11.36km.
- Mt Abundance Road from the intersection with Massey Lane to Binya Lane, 6.28km.
- Binya Lane from the intersection with Mt Abundance Road to *Dunan* 10.11km south of Mt Abundance Road.

See **Appendix A** locality map for the location of the proposed feedlot access.

The initiative to gain access to Roma Feedlot and Spelling yards has gone on for some time.

Following on from a development approval report (Chambers 2016) for a feedlot and spelling yard operation, the developers had gained a permit to bring Type II Roadtrains (Class 12 vehicles, see **Appendix B** for AUSTROADS' vehicle classes) to service the property *Dunan* on Binya Lane, Mt Abundance. This approved permit lapsed and a renewal was overlooked, and subsequently Type II Roadtrains were not permitted to use the route.

Appendix C shows usual roadtrains lengths allowed on roads in Australia.

Northern Growers Pty Ltd, the former owner of the Roma Feedlot and Spelling Yards, made application for a new Type II Roadtrain permit which was formally denied by Maranoa Regional Council due to perceived traffic safety and road issues.

Northern Growers were allowed to make further representation to apply for a Type II Roadtrain permit if they produced a traffic report that provided evidence that Type II Roadtrain traffic would not adversely affect existing traffic on the proposed route and that the route could safely accommodate Type II Roadtrains. A report was produced by Brandon & Associates, Consultant Engineers (Allen 2023). The report was accepted by Maranoa Regional Council; however, Council have asked for further information regarding the change in Equivalent Standard Axles (ESAs) and a comparative assessment as to the existing traffic ESAs compared with the future estimated ESAs; this is based on the use of Type II Roadtrains.

This report is based on the premise that the existing throughput of the Roma Feedlot and Spelling Yards will remain the same as there is not expected to be a change to the capacity of the feedlot's operations.

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The Roma Feedlot and Spelling Yards annually process 8,064 steers from large pastoral businesses through the spelling yards of the Roma Feedlot and Spelling Yards. These steers are mainly transported by Type I Roadtrains.

1 Background

Kate Swepson, Manager Planning, Building & Development, of Maranoa Regional Council, made a request for further information to support McIntyre Agriculture's request for Type II Roadtrain access to the Roma Feedlot and Spelling Yards.

Council's request asked for the following information to help Council make a decision whether or not to allow Type II Roadtrains to service Roma Feedlot and Spelling Yards.

Base Case (existing volumes):

- Daily number of trucks up to type 1 road trains and corresponding Equivalent Standard Axles (ESAs)
- Daily type 2 road trains that were used under any previous permit from Council
- Confirmation of any permits from other authorities for use of type 2 road trains (e.g. TMR or NHVR)

Development Case (proposal):

- Daily number of type 2 road trains proposed (& ESAs)
- Daily number of other truck configurations (& ESAs)
- Confirmation of any permits for use of type 2 road trains (TMR / NHVR)

Comparison / assessment of impact:

- Calculations showing impact of using type 2 road trains
 - Variation in total number of trucks on the road
 - Change in ESAs between base case and development case

2 Existing Traffic

There are three traffic counts on the route in question. These are straight vehicle numbers using a 12 bin classification counts. This provides details of the number and types of vehicles using the roads. However, they don't provide any information regarding measured ESAs. The counts are important as they provide reference points as to the type of traffic already using the route in question.

The traffic count on Binya Lane shows an Average Daily Traffic (ADT) of 56 vpd, with 18.6% commercial vehicles.

The traffic count on Mt Abundance Road, between Binya Lane and Massey Lane, shows an ADT of 37 vpd, with 55.1% commercial vehicles.

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The traffic count on Massey Lane, between the Warrego Highway and Mt Abundance Road, shows an ADT of 35 vpd, 47.9% commercial vehicles.

The breakup of this traffic into AUSTROADS' vehicle class types is shown in the table in **Appendix D**.

It is interesting to note that these traffic counts show that Type II Roadtrains (Class 12) are already using Massey Lane (3.9%) and Mt Abundance Road (4.6%) in significant numbers; and, to a lesser extent, Binya Lane (1.3%).

These traffic counts were taken over 1 month period. The ADT count is assumed to be representative of the AADT.

3 Existing Trip Generation from Roma Feedlot and Spelling Yards

McIntyre Agriculture provided details of traffic generated by the Roma Feedlot and Spelling Yards.

The data provided is as follows.

General Transport

General transport carting people, goods and supplies. All these vehicles can be assumed to come from the Roma direction via the Roma Southern Road and Mt Abundance Road.

- Class 1 & 2 vehicles; 703 vehicles per year
 - This equates to 1,406 trip ends for Class 1 & 2 vehicles per year
- Class 4 Three axle truck; 12 vehicles per year.
 - This equates to 24 trip end per year.
- Class 9 Rigid vehicle and trailer; > 6 axles & 3 axle groups (twin steer fuel truck and trailer); 12 vehicles per year
 - This equates to 24 trip ends per year
- Class 11 Type 1 AB Triples; 63 vehicles per year
 - This equates 126 trip ends per year
- Class 11 Type 1 Roadtrain; 6 vehicles per year
 - This equates to 12 trip ends per year

Cattle Transport entering the feedlot

Cattle transport coming into the feedlot. 75% from the Roma direction along the Mount Abundance Road. 25% from the west along Massey Lane and Mount Abundance Road. It is assumed that the exiting unloaded vehicles will return with the same split at the Mount Abundance Road intersection.

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- Class 10 B Doubles; 22 vehicles per year
 - This equates to 44 trip ends per year
- Class 11 Type I Roadtrains; 13 vehicles per year
 - This equates to 26 trip ends per year

Cattle Transport exiting the feedlot

The same 75%/25% traffic split at the Mt Abundance Road intersection is assumed

- Class 4 Three axle truck (saleyard/butcher); 4 vehicles per year
 - This equates to 8 trip ends per year
- Class 10 B Doubles; 168 vehicles per year
 - This equates to 336 trip ends per year

Cattle Transport from Large Pastoral Businesses for cattle spelling

These cattle transports come via Massey Lane and Mt Abundance Road. 8064 head of cattle are transported annually to the Roma Feedlot and Spelling Yards. Following are the number of vehicles required to bring these cattle to and from the spelling yards.

Inwards

- Class 11 Type I Roadtrains; 84 vehicles per year
 - This equates to 168 trip ends per year

Outwards

- Class 10 B Doubles; 112 vehicles per year
 - This equates to 224 trip ends per year

For the large pastoral business traffic, it is assumed that all the inward traffic comes from the west via Massey Lane and Mt Abundance Road, and that all the outwards traffic will go east via the Mt Abundance Road and the Roma Southern Road.

The traffic shown in the following table is the total trip ends generated by the Roma Feedlot and Spelling Yards. This means each trip into and each trip out of the feedlot is counted as an individual trip in the AADT calculations.

Existing Trips Generated by the Roma Feedlot and Spelling Yards						
Vehicle Class	1&2	4	9	10	11	Total
AADT (vpd)	3.852	0.088	0.066	1.655	0.907	6.567

There are other traffic generators on Binya Lane from grazing properties as follows, *Ardno*, *Bulala*, *Oaklea*, *Warenga*, *Binya*, *Kenormac*, *Jireh Park*. These properties would generate a significant amount of transport. Also, traffic from Studley Lane would generate additional traffic.

Appendix F has the full analysis of the present Trips Generated by the Roma Feedlot and Spelling Yards

4 Proposed Trip Generation from Roma Feedlot and Spelling Yards

All the Class 1&2, 4, and 9 vehicle AADTs will remain the same as in Section 3 above. This is because the throughput of the feedlot will not change; hence, the demand for employees, fuel, feed, chemical supplies, and the occasional body truck taken cattle to market/butcher will remain the same.

This traffic section will concentrate on Class 10, 11, and 12 cattle transport vehicles. In particular, cattle processed for large pastoral businesses will be considered as the major contributor to traffic generation for Type II Roadtrains.

All outward cattle transports will be in B-Doubles (Class 10) transport vehicles and will travel eastwards via the Mt Abundance Road and the Roma Southern Road through Roma.

Cattle Transport entering the feedlot (not large pastoral businesses)

Cattle transport coming into the feedlot. 75% from the Roma direction along the Mount Abundance Road. 25% from the west along Massey Lane and Mount Abundance Road. It is assumed that the exiting unloaded vehicles will return with the same split at the Mount Abundance Road intersection.

25% of existing cattle transport will come from the west via Massey Lane and Mt Abundance Road

- Class 10 B Doubles; 5.5 vehicles per year from the west
 - This equates to 11 trip ends per year (assuming the same split at the Mt Abundance Road intersection)
- Class 11 Type I Roadtrains; 3.25 vehicles per year
 - This equates to 6.5 trip ends per year

Cattle Transport exiting the feedlot (not large pastoral businesses)

All cattle transported in B Doubles and Class 4 vehicles are assumed to travel eastwards along the Mt Abundance Road and the Roma Southern Road towards Roma as they are a finished product. This means there will be no change of ESA impact on Massey Lane and Mt Abundance Road from this traffic, i.e. none of these vehicles will travel westwards along Massey Lane and Mt Abundance Road.

- Class 10 B Doubles; 168 vehicles per year
 - This equates to 336 trip ends per year
- Class 4 Three axle truck (saleyard/butcher); 4 vehicles per year
 - This equates to 8 trip ends per year

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Cattle Transport from large pastoral businesses for cattle spelling

These cattle transports will come via Massey Lane and Mt Abundance Road. 8064 head of cattle are transported annually to the Roma Feedlot and Spelling Yards. Following are the number of vehicles required to bring these cattle to and from the spelling yards. It is assumed that all the Type II Roadtrains will return the way they arrived via Mt Abundance Road and Massey Lane. This will not alter the outcome of the comparative analysis.

Inwards

- Class 12 Type II Roadtrains; 56 vehicles per year
 - This equates to 112 trip ends per year (all these vehicles will travel to and from the west)

Outwards

- Class 10 B Doubles; 112 vehicles per year
 - This equates to 224 trip ends per year (assuming that all of large pastoral business transport will return the same way they arrived via Mt Abundance Road and Roma Southern Road through Roma)

In terms of the impact on the route from the Warrego Highway via Massey Lane, Mt Abundance Road, and Binya Lane, only the delivery cattle vehicles from the west will be considered in the Equivalent Standard Axle (ESA) analysis. As any issued Type II permit will cover all vehicles delivering cattle from the west, both large pastoral businesses and other cattle delivery vehicles will be considered in this analysis.

The table below gives a comparison of the total AADT being generated by the feedlot compared with the AADT of trips generated using the Massey Lane and Mt Abundance Road route from the west. It should be noted that no class 1, 2, 4, and 9 vehicles use this route from the Roma Feedlot and Spelling Yards.

Proposed Trips Generated by the Roma Feedlot and Spelling Yards							
Vehicle Class	1&2	4	9	10	11	12	Total
Total AADT's (vpd)	3.852	0.088	0.066	1.655	0.907	0.000	6.567
West generated AADT's (vpd)	0.000	0.000	0.000	0.015	0.009	0.320	0.344

5 ESA Base Case based on Existing Traffic Generation

AUSTROAD's Class 1 & 2 vehicles have no impact on the ESA damage to pavements as these vehicles do not apply any load damage to the road pavement.

The impact of AUSTROADS's Class 3, 4, 5, 6, 7, 8, and 9 vehicles will remain unchanged as there won't be any additional vehicles of these classes. These classes of vehicles will not create any supplementary road damage to

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the pavement than they already apply. Also, none of these vehicle types presently service the Roma Feedlot and Spelling Yard from the Massey Lane direction.

Base Case Assumptions:

- 100% of Class 1 to 9 vehicles entering and leaving the feedlot will travel to and from the Roma Southern Road
- 25% of the B Double cattle transport entering the feedlot will travel from the Massey Lane direction
- 25% of the B Double cattle transport exiting the feedlot will travel towards the Massey Lane direction
- 75% of the B Double cattle transport exiting the feedlot will travel towards the Roma Southern Road
- 100% of the AB Triple vehicles will travel to and from the Roma Southern Road
- 100% of the Type I Roadtrain fodder transports will travel to and from the Roma Southern Road
- 25% of Type I Roadtrain cattle transport, other than large pastoral businesses, will travel to and from the Massey Lane direction.
- 100% of the large pastoral business B Double cattle transports exiting the feedlot will travel eastwards to the Roma Southern Road
- 100% of the large pastoral business Type I cattle Roadtrains entering the feedlot will travel to and from the Massey Lane direction

The following table represents the cattle transport traffic generated by the Roma Feedlot and Spelling Yards that travel between the intersection of the Warrego Highway along Massey Lane, Mt Abundance Road, and Binya Lane to the entrance of the Roma Feedlot and Spelling Yards.

The Queensland Department of Transport and Main Roads (DTMR) has a network of Weigh-In-Motion (WIM) sites which record AUSTROADS vehicle class traffic counts; axle loads, axle group loads and vehicle weights. For this report, WIM sites were chosen that would best represent western and northern Queensland traffic loading conditions. **Appendix E** shows the locations of WIM sites used for calculating the ESAs in this report. It should be noted that these WIM sites give averaging results from both loaded and unloaded vehicles. As this is a comparative analysis, the results will show whether the change in ESAs are greater or lesser after the change in vehicle type.

The table below shows the base case ESAs for the existing traffic servicing the Roma Feedlot and Spelling Yards via Massey Lane and Mt Abundance Road. Only traffic using the Massey Lane – Mt Abundance Road route to and from the west is considered in this analysis. Hence, there are no Class 1 to 9 vehicles shown in the following table as all these vehicles travel eastwards by Mt Abundance Road and Roma Southern Road towards Roma.

Vehicle Class	1 & 2	3	4	5	6	7	8	9	10	11	12
AADT	0	0	0	0	0	0	0	0	0.030	0.478	0
ESAs per vehicle	0	1.03	2.21	2.70	0.46	0.68	2.4	3.24	4.30	5.62	7.65
ESAs per day	0	0	0	0	0	0	0	0	0.129	2.688	0

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ESAs per year	0	0	0	0	0	0	0	0	47.252	981.130	0
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The base case has a total annual ESA of **1028 ESAs/year**.

The Warrego Highway (Roma – Mitchell) is an as of right Type II Roadtrain route from Mitchell to the roadtrain breakdown pad 5.3 km west of Roma. There is a conditional approval for Type II Roadtrains to travel from the breakdown pad to the Roma Sale yards which allows Type II Roadtrain cattle transport to deliver cattle to the Roma Saleyards under certain conditions. The distance from the breakdown pad to the Roma Sale Yards is 9.2km.

There have been at least 2 Type II Roadtrain permits issued to *Bullartoo Investments Pty Ltd* that permitted the use of Type II Roadtrains to deliver cattle to the Roma Feedlot and Spelling Yards. The last permit (number 198076) was issued to *Bullartoo Investments Pty Ltd* on 22 November 2019 and has since lapsed. This permit's details can be viewed on the following webpage.

<https://www.service.nhvr.gov.au/#page=customer/accessPermits/permitLibrary/managePermit&permitId=198076>

There does not appear to be any other permits issued to *Bullartoo Investments Pty Ltd* or *Northern Growers Pty Ltd*. *Northern Growers Pty Ltd* are the previous owners of the Roma Feedlot and Spelling Yards which is presently owned by McIntyre Agriculture.

It is unknown how many Type II Roadtrains were used under this permit; however, given that the feedlot has a maximum throughput based upon production rates, it can be safely calculated that the maximum number of trips for Type II Roadtrains would be 112 trip ends per year. This equates to an AADT of Type II Roadtrains of 0.307 vehicles per day.

6 ESA Development Case based upon Forecast Traffic

There are no current permits for use of type 2 road trains (TMR / NHVR) on the route from the Intersection of the Warrego Highway and Massey Lane, Mt Abundance Road from Massey Lane to Binya Lane and along Binya Lane to the Roma Feedlot and Spelling Yards. There has been an application made by Northern Growers Pty Ltd which was denied by Maranoa Regional Council.

Development Case Assumptions:

- 50% of the B Double cattle transport from the Massey Lane direction will be converted to Type II Roadtrains
- 50% of the existing Type I Roadtrains (not large pastoral businesses) cattle transport from the Massey Lane direction will be converted to Type II Roadtrains

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- 100% of large pastoral business Type I Roadtrain cattle transport delivering cattle to the Roma Feedlot and Spelling Yards will be converted to Type II Roadtrains
- 100% of large pastoral business B Double cattle transport exiting the Roma Feedlot will travel eastward via Mt Abundance Road and Roma Southern Road
- All the remaining transports will travel eastward along the Mt Abundance Road and Roma Southern Road

The following table represents the cattle transport traffic predicted trip generated by the Roma Feedlot and Spelling Yards that is expected to travel between the intersection of the Warrego Highway along Massey Lane, Mt Abundance Road, and Binya Lane to the entrance of the Roma Feedlot and Spelling Yards.

The table below shows the predicted ESAs for the traffic that will deliver cattle to the Roma Feedlot and Spelling Yards via Massey Lane and Mt Abundance Road.

Vehicle Class	1 & 2	3	4	5	6	7	8	9	10	11	12
AADT	0	0	0	0	0	0	0	0	0.015	0.009	0.320
ESAs per vehicle	0	1.03	2.21	2.70	0.46	0.68	2.4	3.24	4.30	5.62	7.65
ESAs per day	0	0	0	0	0	0	0	0	0.065	0.050	2.449
ESAs per year	0	0	0	0	0	0	0	0	23.63	18.27	893.88

The development case has a total annual ESA of **936 ESAs/year**.

Appendix G shows the complete breakdown of all the proposed trips generated by the Roma Feedlot and Spelling Yards.

7 ESA Comparison and Assessment

The following table shows the total number of vehicle trips and ESAs generated by the Roma Feedlot and Spelling Yards on an annual basis for the existing and proposed traffic generation scenarios. This applies to the affected route which is from the intersection of the Warrego Highway and Massey Lane to the intersection with Mt Abundance Road and then along the Mt Abundance Road to the intersection with Binya Lane and then along Binya Lane to the feedlot.

Yearly AADT Base Case	Yearly AADT Development Case	Change AADTs	Yearly ESAs Base Case	Yearly ESAs Development Case	Change ESAs
186	124	- 62	1028	936	-92

As can be seen, the change from using predominately Type I Roadtrains to Type II Roadtrains reduces the number of vehicles on the road. This would be expected as the main contributor to the change in ESAs would be the reduction in the number of prime movers used. For example, three Type I Roadtrains have six trailers. The

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change to Type II Roadtrains would reduce this vehicle count to two Type II Roadtrains with only two prime movers instead of three prime movers.

8 Discussion

The original development approval road condition assessment prepared by Chambers (2016) addressed the road condition at the time of development approval. A number of conditions were applied to the development approval which required some upgrades to the roads accessing the feedlot. The developer agreed to these conditions and delivered the improvements to Council's acceptance. There was a Type II Roadtrain permit in place for a number of years which was inadvertently allowed to lapse. Maranoa Regional Council denied approval of the subsequent application mainly based upon traffic safety issues and pavement deterioration.

It should be noted that a significant number of Type II Roadtrains already use Massey Lane and Mt Abundance Road. 498 Type II Roadtrain trips take place on Massey Lane yearly; 621 Type II Roadtrain trips take place on Mt Abundance Road yearly; and 266 Type II Roadtrain trips take place on Binya Lane yearly. These figures were extrapolated from Maranoa Regional Council traffic data over a month period. They may not be fully representative for the year but do indicate that there is significant Type II Roadtrain using these roads.

Traffic safety issues with ameliorating actions were discussed in the report by Allen (2024). The applicant had indicated a willingness to complete the upgrades and abide by the conditions outlined in the report to be able to use Type II Roadtrains.

Council asked for further information prior to making a decision as whether or not to approval a future application for a Type II Roadtrain Permit.

9 Conclusions

It can be seen that there are some benefits in allowing Type II Roadtrains to service the Roma Feedlot and Spelling Yards. The two main benefits are the reduction of the total number of vehicles on the road, and the reduction in the total ESAs on the road.

This reduction of the ESAs has a significant impact on pavement damage which would benefit Council by increasing the life of the pavement.

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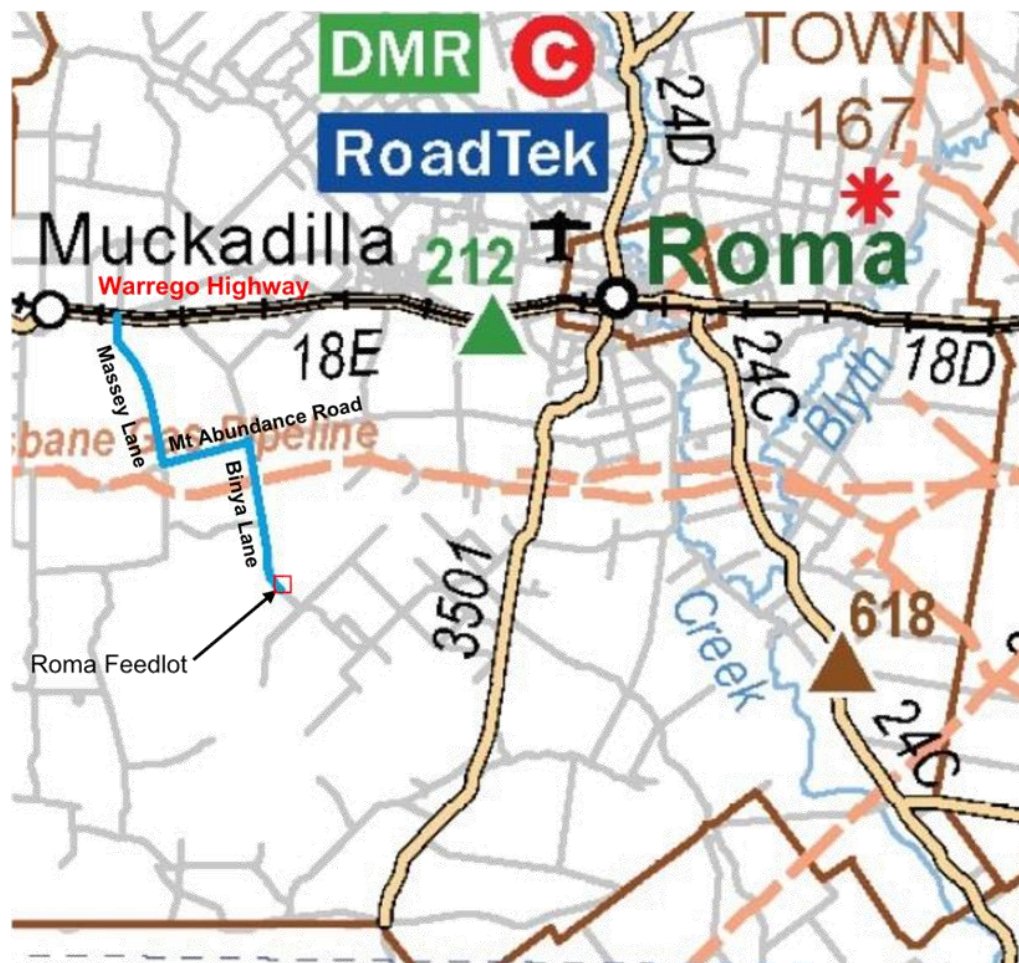
Government of South Australia, *Austroads Vehicle Classification System*, Department of Infrastructure and Transport, Adelaide
https://www.dit.sa.gov.au/_data/assets/pdf_file/0008/526652/austroads_classes.pdf

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Appendix A – Locality Map

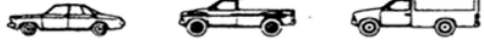











The map below shows the proposed Type-2 Roadtrain route and the location of the Roma Feedlot and Spelling Yards.



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Appendix B – Austroads Vehicle Classification System

Level 1 Length (indicative)	Level 2 Axles and Axle Groups		Level 3 Vehicle Type	AUSTROADS Classification		
Type	Axes	Groups	Typical Description	Class	Parameters	Typical Configuration
Short up to 5.5m	LIGHT VEHICLES					
		1 or 2	Short Sedan, Wagon, 4WD, Utility, Light Van, Bicycle, Motorcycle, etc	1	$d(1) \leq 3.2\text{m}$ and axles = 2	
Medium 5.5m to 14.5m	3, 4 or 5	3	Short - Towing Trailer, Caravan, Boat, etc	2	groups = 3 $d(1) \geq 2.1\text{m}$, $d(1) \leq 3.2\text{m}$, $d(2) \geq 2.1\text{m}$ and axles = 3, 4 or 5	
	HEAVY VEHICLES					
	2	2	Two Axle Truck or Bus	3	$d(1) > 3.2\text{m}$ and axles = 2	
	3	2	Three Axle Truck or Bus	4	axles = 3 and groups = 2	
	> 3	2	Four Axle Truck	5	axles > 3 and groups = 2	
Long 11.5m to 19.0m	3	3	Three Axle Articulated Three axle articulated vehicle, or Rigid vehicle and trailer	6	$d(1) > 3.2\text{m}$, axles = 3 and groups = 3	
	4	> 2	Four Axle Articulated Four axle articulated vehicle, or Rigid vehicle and trailer	7	$d(2) < 2.1\text{m}$ or $d(1) < 2.1\text{m}$ or $d(1) > 3.2\text{m}$ axles = 4 and groups > 2	
	5	> 2	Five Axle Articulated Five axle articulated vehicle, or Rigid vehicle and trailer	8	$d(2) < 2.1\text{m}$ or $d(1) < 2.1\text{m}$ or $d(1) > 3.2\text{m}$ axles = 5 and groups > 2	
	≥ 6	> 2	Six Axle Articulated Six axle articulated vehicle, or Rigid vehicle and trailer	9	axles = 6 and groups > 2 or axles > 6 and groups = 3	
Medium Combination 17.5m to 36.5m	> 6	4	B Double B Double, or Heavy truck and trailer	10	groups = 4 and axles > 6	
	> 6	5 or 6	Double Road Train Double road train, or Medium articulated vehicle and one dog trailer (M.A.D.)	11	groups = 5 or 6 and axles > 6	
Large Combination Over 33.0m	> 6	> 6	Triple Road Train Triple road train, or Heavy truck and three trailers	12	groups > 6 and axles > 6	









Definitions: Group: Axle group, where adjacent axles are less than 2.1m apart
Groups: Number of axle groups
Axes: Number of axles (maximum axle spacing of 10.0m)

$d(1)$: Distance between first and second axle
 $d(2)$: Distance between second and third axle

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Appendix C – Maximum Lengths of Road Trains

Vehicle combinations	Max length (metres)	Vehicle category	Combination diagram (See section 6.1.3 for permitted axle groups)
A rigid truck towing one trailer (total length exceeding 19 m)	31.5	Type 1	
A prime mover towing two semitrailers connected by a drawbar	36.5	Type 1	
B-triple: A prime mover towing 3 semitrailers connected by turntable couplings	36.5	Type 1	
AB-triple: A prime mover towing a single semitrailer and a set of B-double trailers, connected by a converter dolly	36.5	Type 1	
Longer AB-triple: (as described above)	44.0	Type 2	(as depicted above)
A rigid truck towing two semitrailers connected by a drawbar	47.5	Type 2	
BAB-quad: A prime mover towing two sets of B-double trailers, connected by a converter dolly	53.5	Type 2	
ABB-quad: A prime mover towing a single semitrailer and a set of B-triple trailers, connected by a converter dolly	53.5	Type 2	
A prime mover towing three semitrailers connected by drawbars	53.5	Type 2	

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Appendix D – Existing Traffic Count in AUSTROADS' Vehicle Classes

The following data was taken from the Maranoa Regional Council traffic counts as follows.

- Massey lane; Site ID 75752; 37 days from 08/06/2023 to 14/07/2023
- Mt Abundance Road; Site ID 67907; 28 days from 11/05/2021 to 08/06/2021
- Binya Lane; Site ID 67907; 28 days from 11/05/2021 to 08/06/2021

Vehicle Class	1 & 2	3	4	5	6	7	8	9	10	11	12	AADT
Massey Lane	52.10%	17.6%	2.0%	0.5%	0.8%	2.8%	0.9%	5.3%	3.3%	11.0%	3.9%	
AADT	18.235	6.160	0.700	0.175	0.280	0.980	0.315	1.855	1.155	3.850	1.365	35
Mt Abundance Rd	44.90%	36.7%	0.6%	0.0%	1.7%	2.4%	0.2%	3.8%	1.1%	4.1%	4.6%	
AADT	16.613	13.579	0.222	0.000	0.629	0.888	0.074	1.406	0.407	1.517	1.702	37
Binya Lane	81.4%	7.5%	1.6%	0.2%	0.4%	0.5%	0.2%	1.2%	3.2%	2.6%	1.3%	
AADT	45.584	4.2	0.896	0.112	0.224	0.28	0.112	0.672	1.792	1.456	0.728	56

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Appendix E – DTMR Weigh in Motion Data

This is a subset of TMR's *Class Specific Traffic Load Distributions* spreadsheet. The full spreadsheet with all the weigh in motion data can be found at the following pavement design supplement website <https://www.tmr.qld.gov.au/business-industry/technical-standards-publications/pavement-design-supplement>. Department of Transport and Main Road, June 2021

WIM Site ID & Lane	WIM site description	Road ID	Road description	Chainage
70164-1	Barcaldine	13E	LANDSBOROUGH HIGHWAY (BARCALTINE - LONGREACH)	2.00
70164-2	Barcaldine	13E	LANDSBOROUGH HIGHWAY (BARCALTINE - LONGREACH)	2.00
159598-2	Capella	27B	GREGORY HIGHWAY (EMERALD - CLERMONT)	46.30
100021-1	Cloncurry	15A	BARKLY HIGHWAY (CLONCURRY - MT ISA)	7.06
100021-2	Cloncurry	15A	BARKLY HIGHWAY (CLONCURRY - MT ISA)	7.06
100053-1	Middle Creek	13H	LANDSBOROUGH HIGHWAY (KYNUNA - CLONCURRY)	132.81
100088-1	Mt Isa	15B	BARKLY HIGHWAY (MT ISA - CAMOOWEAL)	12.25
100088-2	Mt Isa	15B	BARKLY HIGHWAY (MT ISA - CAMOOWEAL)	12.25
100089-2	Cattle Creek	89A	BURKE DEV ROAD (CLONCURRY - NORMANTON)	55.57
91389-1	Calcium	14A	FLINDERS HIGHWAY (TOWNSVILLE - CHARTERS TOWERS)	37.09
91389-2	Calcium	14A	FLINDERS HIGHWAY (TOWNSVILLE - CHARTERS TOWERS)	37.09
91701-1	Leyshon	98B	GREGORY DEVELOPMENTAL ROAD (BELYANDO CROSSING - CHARTERS TOWERS)	191.18

Location of WIM sights used for determining ESAs

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Number of equivalent standard axles per heavy vehicle (ESA/HV)									
Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12
1.12	3.37	4.79	0.36	0.76	3.92	4.47	6.15	7.01	7.51
0.48	0.76	1.63	0.26	0.35	1.18	1.36	2.08	2.81	3.89
0.58	1.46	1.83	0.25	0.54	1.61	2.08	4.40	4.29	3.54
0.68	1.66	2.24	0.39	0.35	1.74	1.90	2.80	4.33	7.21
0.75	1.51	2.41	0.34	0.49	1.74	2.06	2.99	3.59	4.23
1.07	2.01	2.58	0.29	0.35	2.47	2.94	4.51	5.64	6.96
1.26	2.16	2.16	0.59	0.53	2.22	4.55	4.95	6.32	9.54
0.87	1.34	2.00	0.37	0.37	1.26	2.06	3.72	3.96	5.48
1.58	3.36	4.79	0.28	0.83	4.35	5.58	4.78	8.23	15.78
1.08	3.04	2.39	0.67	1.02	2.50	3.19	4.91	5.53	7.70
0.71	1.63	1.77	0.37	0.46	1.62	2.57	2.85	4.77	6.15
2.16	4.27	3.78	1.38	2.18	4.18	6.13	7.40	10.99	13.76
1.03	2.21	2.70	0.46	0.68	2.40	3.24	4.30	5.62	7.65

Average ESAs per Heavy Vehicle

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Number of equivalent standard axles per heavy vehicle axle group (ESA/HVAG)									
Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12
0.56	1.68	2.39	0.12	0.25	1.24	1.45	1.54	1.35	1.07
0.24	0.38	0.82	0.09	0.11	0.37	0.44	0.52	0.54	0.56
0.29	0.73	0.91	0.08	0.18	0.48	0.67	1.10	0.83	0.50
0.34	0.83	1.12	0.13	0.11	0.55	0.63	0.70	0.83	0.99
0.37	0.75	1.20	0.11	0.16	0.55	0.68	0.75	0.69	0.58
0.53	1.01	1.29	0.10	0.11	0.79	0.97	1.13	1.06	0.95
0.63	1.08	1.07	0.20	0.17	0.74	1.45	1.24	1.21	1.36
0.43	0.67	1.00	0.12	0.12	0.41	0.67	0.93	0.77	0.78
0.79	1.68	2.36	0.09	0.26	1.23	1.83	1.20	1.54	2.25
0.54	1.52	1.19	0.22	0.33	0.78	1.02	1.23	1.07	1.09
0.36	0.81	0.89	0.12	0.15	0.51	0.82	0.71	0.92	0.87
1.08	2.14	1.89	0.46	0.63	1.26	2.02	1.85	2.14	1.95
0.51	1.11	1.34	0.15	0.21	0.74	1.06	1.07	1.08	1.08

Average ESAs per Heavy Vehicle Axle Group

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Number of heavy vehicles recorded									
Class 3	Class 4	Class 5	Class 6	Class 7	Class 8	Class 9	Class 10	Class 11	Class 12
4013	1619	248	934	2143	556	2503	1923	4829	6828
2857	1607	260	367	1140	516	2295	1709	4734	5878
12100	3403	1745	1145	3639	821	5954	7994	6881	171
2268	1384	471	180	1608	604	2463	1117	2535	10605
6169	2739	1028	605	3217	1309	5860	2646	6570	25130
1126	533	165	279	1113	285	641	516	1710	6581
551	222	98	30	204	68	323	79	277	1241
2108	864	454	157	922	325	984	380	1262	3835
471	182	66	133	231	42	270	75	266	740
5342	1303	256	341	910	660	4111	3462	2259	3493
12498	3490	701	1242	3955	1879	11846	6920	6499	9427
5281	802	313	546	550	293	2334	2537	5155	1774
54,784	18,148	5,805	5,959	19,632	7,358	39,584	29,358	42,977	75,703

Number of Each Class of Heavy Vehicle used to determine Average ESAs per Commercial Vehicle

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Appendix F – Existing Roma Feedlot Trip Generation

Existing trips generated by Roma Feedlot and Spelling Yards				
	Vehicles	Trips	AADT	Daily ESAs
Class 1&2 vehicles				
Contractor; 1.5 vehicle per week	78	156	0.427	
Visitor; 1 vehicle per week	52	104	0.285	
Staff 1, 4 vehicles per fortnight	104	208	0.570	
Staff 2, 1 vehicle per day	365	730	2.000	
Staff 3, 4 vehicles per fortnight	104	208	0.570	
	703	1406	3.852	0
Class 4 vehicles				
Occasional butcher truck, 4 vehicles per year	4	8	0.022	
Chemical Supplies, 1 vehicle per month	12	24	0.066	
	16	32	0.088	0.195
Class 9 vehicles				
Fuel truck, twin steer plus dog trailer; 1 vehicle per month	12	24	0.066	
	12	24	0.066	0.214
Class 10 vehicles				
Cattle in, via B Doubles, say 22 per year; averaged with Type I	22	44	0.121	
Cattle out, via B Doubles, 2/week + 1/week + 1/month	168	336	0.921	
Large pastoral business cattle out, via B Doubles	112	224	0.614	
	302	604.000	1.655	7.109
Class 11 vehicles				
Supplement Truck; AB Triple once per fortnight	26	52	0.142	
Cotton Seed Truck; AB Triple, one every 10 days	37	73	0.200	
Hay truck; Type I Roadtrain with two trailers; say only 6 per year	6	12	0.033	
Cattle in, via 1 Type I Roadtrain, say 13 per year	13	26	0.071	
Large pastoral business cattle in, via Type I Roadtrains, i.e. 4 decks	84	168	0.460	
	166	331	0.907	5.100
Totals	1,199	2,397	6.567	12.618

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Appendix G – Proposed Roma Feedlot Trip Generation

The following table show the total trips generated by the Roma Feedlot and Spelling Yards. The trips have been broken down into westwards and eastwards trips. The route identified by the Maranoa Regional Council for ESA calculations is from the intersection of the Warrego Highway and Massey Lane; then southwards along Massey Lane to the intersection with Mt Abundance Road; then eastwards along Mt Abundance Road to the intersection with Binya Lane; then southwards along Binya Lane to the Roma Feedlot and Spelling Yards.

Forecasted trips generated by Roma Feedlot and Spelling Yards				
	Vehicles	Trips	AADT	Daily ESAs
Class 1&2 vehicles,				
These cars etc. and cars etc. towing; local and eastwards traffic	703	1406	3.852	0
Class 4 vehicles				
Three axle trucks all travelling; eastwards traffic	16	32	0.088	0.195
Class 9 vehicles				
Rigid vehicle and trailer, greater than 6 axles, and 3 axle groups. Fuel truck and trailer travelling eastwards	12	24	0.066	0.214
Class 10 vehicles				
B Doubles (livestock transport); travelling westwards	3	6	0.015	
B Doubles (livestock transport); travelling eastwards	5.5	11	0.030	
Cattle out, via B Doubles, 2/week + 1/week + 1/month	168	336	0.921	
Large pastoral company B Doulbes (livestock transport); travelling eastwards	112	224	0.614	
	188.5	577	1.580	6.787
Class 11 vehicles				
Type I Roadtrains (livestock transport); travelling westwards	2	4	0.009	
Type I Roadtrains (livestock transport); travelling eastwards	3.5	7	0.018	
	5.5	11	0.027	0.152
Class 12 vehicles				
Type II Roadtrains (livestock transport); travelling westwards (not large pastoral companies)	2.5	5	0.014	
Type II from large pastoral companies, travelling westwards	56	112	0.307	
	58.5	117	0.320	2.447
Totals	974	1831	5.016	9.794



Northern Growers Pty Ltd

ACCESS FOR TYPE 2 ROAD TRAINS

"Dunan" 1115 Binya Lane, Mt Abundance, QLD., 4455

ROAD CONDITION ASSESSMENT REPORT

Job No. 242091

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APPENDIX A; LOCALITY MAP

APPENDIX B; PHOTOS

APPENDIX C; WARREGO HWY – MASSEY LANE INTERSECTION, TYPE 2 TURNING PATHS

APPENDIX D; MASSEY LANE - MT ABUNDANCE RD INTERSECTION TYPE 2 TURNING PATHS

APPENDIX E; MT ABUNDANCE RD – BINYA LANE INTERSECTION TYPE 2 TURNING PATHS

1 Introduction

Mr Ben Cameron of Northern Growers Pty Ltd engaged Brandon and Associates to undertake a road assessment of Massey Lane, Mt Abundance Road and Binya Lane starting from the Warrego Highway to the Roma Feedlot and Spelling Yards located at "Dunan" at 1115 Binya Lane, Mt Abundance. The road assessment is to consider the suitability of this route for use by Type 2 Roadtrains (53.5m long vehicles).

A locality map showing the route and the location of the feedlot is shown in [Appendix A - Locality Map](#)

Presently, these roads are not approved for Type-2 Roadtrain use.

The Maranoa Regional Council had refused a permit to allow access for Type-2 Roadtrains on the basis of concerns that the proposed route could not accommodate these vehicles safely, and that they cannot navigate the intersections on the route without taking too wide a turning path. This is considered by the Council as being an unacceptable safety hazard for other road users.

The council has concerns about the roads' ability to withstand the loading of Type-2 Roadtrains and the maintenance issues that would arise due their use on the route. There were also concerns about noise and dust.

This report will investigate the issues raised by Council as a Traffic Impact Statement and Road Safety Audit. The report will attempt to address the issues raised by Council and identify road hazards that can be ameliorated with safety improvements.

Some suggestions will also be given that may help Northern Growers Pty Ltd provide additional evidence and solutions that may sway Council's decision and allow Type 2 Roadtrains to access the route.

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1.1.1 Maranoa Regional Council's Concerns

In communications to Ben Cameron of Northern Growers Pty Ltd, Council outlined their position regarding the use of the proposed Type-2 Roadtrain route as follows.

- The original Development Approval for the Roma Feedlot and Spelling Yards was that the delivery of livestock would be by B-Double vehicles. Other commodities would be delivered by as of right heavy vehicles.
- The original road investments to provide adequate access was in accordance with the original Development Approval.
- There was a temporary Type-2 Roadtrain approval for access to the property 'Dunan' which had expired.
- Council does get complaints about dust, road repairs, the impact of traffic, and some other issues which were not mentioned.
- The most recent application for Type-2 Roadtrain access to the Roma Feedlot and Spelling Yards had been rejected by Council on the grounds that they had concerns about the impact to safety; the road itself with regard to their length; and their swept path around intersections.
- There are a number of intersections along the requested route (3) which need to be considered in any assessment.
- The actual resilience of the road was also a concern of Council. This is the capacity of the road to withstand the damage that the Type-2 Roadtrains may inflict on the road structure. This includes accelerated damage to surfacing, pavement, and road foundations.
- There is concern about the manoeuvrability of these vehicles. The fact that they have to partly cross over the centre of the road when tuning at intersections.
- Council pointed out that any decision made regarding allowing Type-2 Roadtrains on this route can impact on Council's duty of care to other road users.

1.1.2 Council's Considerations

Council did offer that they would be willing to discuss bringing forward investments from future years as a co-contribution if an RPEQ engineer provides compelling evidence that the route could be used by Type-2 Roadtrains in a safe manner and without accelerating road deterioration.

2 Overview

An experience transport civil engineer, Tony Allen, has inspected the route and investigated the existing condition of the route. He has considered the safety and practical aspects of allowing Type-2 Roadtrains to use the route and the impact that these vehicles have on the road itself.

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Any suggestions that he proposes are based upon evidence gathered during his investigations and suggested solutions will be provided in an objective manner. To do this, his investigations were processed similar to that of a road safety audit and a traffic impact statement.

3 Entrance Meeting

An entrance meeting was held with Ben Cameron of Northern Growers Pty Ltd on 28 November 2023 via a telephone discussion. Ben Cameron requested that the investigation consider the possibility that the route could be used by Type-2 Roadtrains to access the Roma Feedlot. He indicated that he would be willing to look at times of access so as to minimise the impact on other road users. He suggested that curfews could be applied so times of access would not conflict with school bus times. He also suggested that speed limitations could be applied to roadtrains.

4 Massey Lane Site Details

Massey Lane is approximately 11.4 kilometres long. The road is generally on a good alignment with some curves and crests. Visibility should not be an issue to heavy vehicle drivers.

Maranoa Regional Council's Road Register indicates that the road has a sealed width of 5.5 metre. The unsealed shoulder widths were measured at approximately 1 metre. This gives a formation width between shoulder points of 7.5 metres. The shoulders showed signs of wear and in some places had extensive grass growing through them. In places, the grass had also encroached into the seal which was causing the bitumen seal to deteriorate at these locations.

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4.1.1 Farm Entrances

There are ten major farm accesses with a number of minor access gates off Massey Lane. The major farm entrances are as follows.

Major Farm Entrances on Massey Lane		
Distance km	Direction	Comment
0.9	East	<i>Picton farm entrance</i>
1.9	West	<i>Crochdantigh yards with residence entrance</i>
2.9	East	<i>Picton homestead entrance</i>
3.6	West	<i>Crochdantigh main homestead entrance</i>
3.9	East	<i>South Picton minor farm entrance</i>
4.1	West	<i>Crochdantigh additional homestead entrance</i>
5.6	West	<i>Arbroath homestead and shed entrance</i>
5.6	East	<i>Vacy yards and shed entrance</i>
8.1	West	<i>Arbroath yards entrance</i>
8.5	East	<i>Arbroath farm access</i>

All of these farm accesses have good visibility in both directions and should not be of any concern with regard to Type-2 Roadtrains passing them.

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4.1 Culverts/Floodways

There were a number of culverts and floodways along Massey Lane as follows. The widths between headwalls were measured as shown in the following table.

Culvert and Floodway Details on Massey Lane		
Distance km	Width m	Comment
0.5	9.4	
1.1	10.0	
1.9	10.0	
3.3	8.0	
3.8	9.0	
4.3	8.0	Broken headwall on east.
4.9	7.0	
5.4	7.0	
6.1	7.0	
6.3	7.0	
6.6	9.0	Serious rutting due to wet pavement. Most likely from flood damage.
6.8	10.0	
7.3	7.0	
7.5	8.0	Skew culvert with stone pitched headwalls.
7.9	7.0	
8.7	6.0	Culvert/Floodway.
9.6	7.0	
10.7	6.5	Culvert/Floodway. 24 metres long on a left-hand curve

The narrower culverts, 6.5m, would need care when traversing by Type-2 Roadtrains. However, visibility should be adequate for drivers to take heed when approaching the narrower culverts when other vehicles are approaching from the other direction.

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4.1.1 Traffic Data

The AADT volumes have been measured using traffic count data collected over a 37 day period from 8 June 2023 to 14 August 2023.

The volume count site (No. 72752) is located 2.5 km south of the intersection with the Warrego Highway. This traffic count site is located on a long straight which may encourage drivers to travel faster than they would along a curvy and hilly section of road.

The traffic count site yielded an AADT of 35 vehicles per day which is normal for a low volume rural road.

It is interesting to note that the traffic count indicated that 3.9% of the traffic were Type-2 Roadtrains; 11% of the traffic were Type-1 Roadtrains; and B-Doubles constituted 3.3% of the traffic on this road.

These traffic numbers may indicate that road trains are already using Massey Lane without causing any noticeable issues.

4.1 Speed Data

As stated in Clause 5.2 of Part 4 of the MUTCD, the prevailing traffic speed as measured by the upper limit of the 15km/h pace is a major factor in the determination of the prevailing speed that drivers travel on a road section. The upper limit of the 15 km/h pace for this road section is 90 km/h.

Speed Statistics Massey Lane				
8 June 2023 – 14 June 2023				
No. of Vehicles	Mean Speed (km/hr)	85 th % Speed (km/hr)	15km/h Pace (km/hr)	No. in Pace (%)
1,280	80	101	75 - 90	387 (30%)

The 15km/h pace speed refers to the range which the largest percentage of vehicles is observed to travel. This number is generally used to determine regulated speed limits when undertaking a speed limit review. As this an open road, the Queensland general speed limit applies, 100kph; however, drivers are expected to drive to the road and traffic conditions.

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The 85th percentile speed is the speed at or below which 85 percent of drivers travel on a road segment. Drivers traveling above the 85th percentile speed are considered to be exceeding the safe and reasonable speed for road and traffic conditions.

5 Mt Abundance Road Site Details

The section of Mt Abundance Road that applies to this assessment lies between the intersections of Binya/Fletchers Lane and Massey Lane. From 21.4 km to 27.74 km through distance on the Maranoa Regional Council Road Register. The section length is 6.34 km. The road is on a good alignment with some curves and crests. Visibility should not be an issue for vehicles travelling along this section of road.

Maranoa Regional Council Road Register indicates that the road has a sealed width of 5 metre. The unsealed shoulder widths were measured at approximately 1 metre. This gives a formation width between shoulder points of 7 metres. The shoulders were generally in good condition. The road register indicates that there are some widened seals over floodways (6.5m to 7.0m), but there were no indications on the road surface that these widened seals existed. The floodway at 27.2 km on Ironbark Creek had a seal width of 6m.

5.1.1 Farm Entrances

There are two major farm accesses and two minor access gates off Mt Abundance Road. The farm entrances are as follows.

Farm Entrances on Massey Lane		
Distance km	Direction	Comment
25.7	South	<i>Studley farm entrance</i>
24.8	North	<i>Arbroath yards with residence entrance</i>
23.2	North	<i>Arbroath minor farm entrance</i>
22.4	South	<i>Jireh Park minor farm entrance</i>

These farm accesses were in locations with good visibility in either direction and should not be of any concern with regard to Type-2 Roadtrains passing them.

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5.2 Culverts/Floodways

There were a number of culverts and floodways along Mt Abundance Road as shown in the following table. The locations distances shown are as per the Maranoa Regional Council's Road Register for Mt Abundance Road. The widths between headwalls were also measured.

Culvert and Floodway Details on Mt Abundance Road		
Through Distance km	Width m	Comment
21.8	9.0	Rock pitched headwalls. Rutted approaches.
22.4	9.0	Skew culvert. No headwalls.
23.1	7.0	Skew culvert.
23.3	8.0	Skew culvert
23.7	9.0	Skew culvert
24.1	9.0	
24.5	10.0	
25.3	8.0	
26.2	9.0	Broken headwall
27.2	6.0	Floodway. 6m wide x 45m long, Ironbark Creek
27.2	11.0	Skew culvert. Stone pitched headwalls

5.2.1 Traffic Data

The AADT volumes have been measured using traffic count data collected over a 28 day period from 11 May 2021 to 8 June 2021.

The volume count site (No. 67907) is located 3.6 km west of the intersection with Binya and Fletchers Lanes (25.0 km), 220 metres west of the entrance to *Arbroath*. This traffic count site is located on a long straight which may encourage drivers to travel faster than they would along a curvy and hilly section of road.

The traffic count site yielded an AADT of 37 vehicles per day which is normal for a low volume rural road. This vehicle number is similar to the count on Massey Lane (35 vpd).

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It is interesting to note that the traffic count indicated that 4.6% of the traffic were Type-2 Roadtrains; 4.1% of the traffic were Type-1 Roadtrains; and B-Doubles constituted 1.1% of the traffic on this road.

These traffic numbers may indicate that road trains are already using Mt Abundance Road.

5.3 Speed Data

As stated in Clause 5.2 of Part 4 of the MUTCD, the prevailing traffic speed as measured by the upper limit of the 15km/h pace is a major factor in the determination of the prevailing speed that drivers travel on a road section. As per the traffic speed data, the upper limit of the 15 km/h pace for this road section is 95 km/h. This may be indicative of the fact that the road has a better alignment and road condition than Massey Lane.

Speed Statistics Massey Lane				
11 May 2021 – 8 June 2021				
No. of Vehicles	Mean Speed (km/hr)	85 th % Speed (km/hr)	15km/h Pace (km/hr)	No. in Pace (%)
1,052	91	115	80 - 95	291 (27%)

The 15km/h pace speed refers to the range which the largest percentage of vehicles is observed to travel. This number is generally used to determine regulated speed limits when undertaking a speed limit review. As this is an open road, the Queensland general speed limit applies, 100kph; however, drivers are expected to drive to the road and traffic conditions.

The 85th percentile speed is the speed at or below which 85 percent of drivers travel on a road segment. Drivers traveling above the 85th percentile speed are considered to be exceeding the safe and reasonable speed for road and traffic conditions.

6 Binya Lane Site Details

The section of Binya Lane that applies to this assessment lies between the intersection of Mt Abundance Road, Binya Lane and Fletchers Lane, and the Roma Feedlot and Spelling yards. From 0.0 km to 11.3 km

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through distance on the Maranoa Regional Council Road Register. This road section is on a good alignment with one curve near the feedlot, and some crests and curves. Visibility should not be an issue for vehicles travelling along this section of road.

Maranoa Regional Council's road register shows that the section of road is gravelled to a width of 7 metres. There is a 200 metre long bitumen sealed section past the *Binya* homestead with a sealed width of 7 metres. The gravel pavement is generally in a good condition with a moderate amount of corrugation.

As part of the development approval for the Roma Feedlot and Spelling Yard, *One Eng Consultant Engineer* was engaged to do a road condition assessment of Binya Lane. This report and subsequent works identified in the report were undertaken to bring the road up to a standard that improved the safety of the road to accommodate B-Doubles. Apart from some normal maintenance issues, the improvement raised in the report are still in place. Hence, Binya Lane does not require any further investigation as *One Eng's* assessment of the road is still applicable. The only issues remaining are maintenance issues, mainly a corrugated gravel surface, which can be corrected through routine maintenance.

Some of the current maintenance issues will be addressed later in the report with some suggestions for improvement.

6.1.1 Farm Entrances

There are a number of major farm accesses and intersect with a number minor access gates off Binya Lane. The farm entrances are as follows.

Farm Entrances on Binya Lane		
Distance km	Direction	Comment
1.85	East	<i>Kenormac</i> homestead entrance and yards
5.3	West	<i>Binya</i> homestead
5.3	East	<i>Warenga</i> homestead and yards
5.9	East	<i>Oaklea</i> minor farm entrance
5.95	West	<i>Studley Lane</i> intersection
6.5	West	<i>Bulala</i> homestead
7.2	West	<i>Bulala</i> yards and loading ramps
10.1	West	<i>Ardno</i> farm entrance
10.3	East	<i>Dunan</i> feedlot entrance
10.5	East	<i>Dunan</i> feedlot cattle race entrance
10.8	East	<i>Dunan</i> feedlot loading ramp entrance

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These accesses were in locations with good visibility in either direction and should not be of any concern with regard to Type-2 Roadtrains passing them.

6.2 Culverts/Inverts

There were a number of culverts and floodways along Binya Lane as shown in the following table. Culvert widths are wide and will not be impacted by Type-2 Roadtrains. There also appears to be some gravelled inverts. These inverts appear to be all weather unless the water depths are excessive.

Culvert and Floodway Details on Binya Lane	
Through Distance km	Comment
0.7	
1.45	
2.0	
2.55	
3.1	
3.8	
4.4	Invert
5.2	
5.9	
6.5	
6.8	
8.4	Invert
10.0	
10.6	Invert

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6.2.1 Traffic Data

The AADT volumes have been measured using traffic count data collected over a 28 day period from 11 May 2021 to 8 June 2021.

The volume count site (No. 67768) is located 1.3 km south of the intersection with Mt Abundance Road. This traffic count site is located on a long straight which may encourage drivers to travel faster than they would along a curvy and undulating section of road.

The speed data shows that traffic along Binya Lane is travelling faster than would be considered excessive for a gravel road. The road at the traffic count site is unsealed and it would have been expected that the traffic would have been moving at a significantly slower pace than measured.

The traffic count site yielded an AADT of 56 vehicles per day which is unusually high for this type of road. It would normally be expected that the traffic count would be less than 50 vehicles per day for a low volume unsealed road. The count indicates that the south bound traffic had a net gain of 33 vehicles per day over the northbound traffic, which on the face of it seems unlikely unless the traffic completed their journey using the formed road to the south of *Dunan*. After further investigation of the data provided by Marano Regional Council and back calculating from the speed data provided. It was calculated that the AADT for Binya Lane was more likely to be 22 vehicles per day, which is acceptable for a low volume rural road. However, this calculation needs to be confirmed with a new traffic count. It would best if the traffic counter was placed on the sealed section near *Binya*. It should be noted that the calculated count is lower than that measured on Massey Lane (35 vpd) and Mount Abundance Road (37 vpd). Therefore, 22 vehicles per day will be adopted for any further discussion.

The other statistics given on the traffic report will be accepted 'as is' but with some reservation until a new count is taken.

It is interesting to note that the traffic count indicated that 1.36% of the traffic was Type-2 Roadtrains; 2.6% of the traffic was Type-1 Roadtrains; and B-Doubles constituted 3.2% of the traffic on this road. This would be acceptable at the time of the count as a road train permit was in existence.

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6.3 Speed Data

As stated in Clause 5.2 of Part 4 of the MUTCD, the prevailing traffic speed as measured by the upper limit of the 15km/h pace is a major factor in the determination of the prevailing speed that drivers travel on a road section. The upper limit of the 15 km/h pace for this road section is 95 km/h. This may be indicative of the fact that the road has a straight alignment and good road condition considering the gravelled pavement.

Speed Statistics Massey Lane 11 May 2021 – 8 June 2021				
No. of Vehicles	Mean Speed (km/hr)	85 th % Speed (km/hr)	15km/h Pace (km/hr)	No. in Pace (%)
619 From back calculation of the speed data.	84	100	80 - 95	257 (42%)

The 15km/h pace speed refers to the range which the largest percentage of vehicles is observed to travel. This number is generally used to determine regulated speed limits when undertaking a speed limit review. As this an open road, the Queensland general speed limit applies, which is 100kph; however, drivers are expected to drive to the road and traffic conditions.

The 85th percentile speed is the speed at or below which 85 percent of drivers travel on a road segment. Drivers traveling above the 85th percentile speed are considered to be exceeding the safe and reasonable speed for road and traffic conditions.

It is suggested that Council undertake two new traffic counts on Binya Lane. Both of the count sites should be on the short sections of sealed road to improve the accuracy of the count and to determine the traffic that uses the alternative access to the site. The first traffic count site should be at distance 5.4 km from Mt Abundance Road; the second site should be at distance 11.6 km. Both these locations are on short sections of bitumen seal and would give a better understanding of the traffic using the road.

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7 Crash History

There are no reported vehicular crashes along the proposed Type-2 Roadtrain route. This would indicate that drivers drive according to the road environment along this route and that the use of the road by multi-combination vehicles has not been a contributing factor to any road crashes. There may be unreported crashes.

The lack of crashes does not mean that there hasn't been issues about inconvenience and near misses but there doesn't appear to be complaints about the use of the road by multi-combination vehicles. The Maranoa Regional Council may have data that shows there have been complaints. They will need to discuss this with Northern Growers Pty Ltd in future negotiations.

8 Audit Findings

Issues identified during the road audit are discussed in this section. Some actions have been suggested for the identified issues as a guide for the selection and implementation of improvement measures. However, this does not imply that the suggested actions are the only possible actions.

It should be noted that the opinions expressed in the following sections are those of the traffic engineer, and the conditions described are those that were observed during the site inspections.

Actions have been suggested for identified issues as a guide for the selection and implementation of improvement measures. However, this does not imply that the suggested actions are the only possible actions.

The road route consists of local government roads and is under the control of the Maranoa Regional Council. The issues identified in this report generally relate to the use of the road by Type-2 Roadtrains. Other issues identified relate to the existing road and road maintenance. Any improvement works would need to be agreed to by Council and Northern Growers Pty Ltd. Northern Growers Pty Ltd need to consider whether or not they agree with the suggestions and propose to undertake any identified work to meet their need to gain access to Roma Feedlot and Spelling Yards by Type-2 Roadtrains.

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8.1.1 Massey Lane

The Massey Lane section of the proposed route starts at the intersection with the Warrego Highway and ends at the intersection with Mt Abundance Road and Mitchell Lane. There are ten farm gate entrances that are well located with good visibility and don't need any further investigation.

- The seal width is 5.5 metres with 1 metre shoulders. A total formation width between shoulder points is 7.5 metres. In some locations, grass has encroached on the seal at the shoulder edges. This needs to be addressed by council.
 - There is crest followed by a left-hand curve at 1.6 km. The curve has an approximate radius of 250m. The road conditions and visibility are good. The apex of the curve is at 1.9 km with a farm gate on the western side. Visibility is good at this location.
 - At 2.85 km the seal changes from a new seal to an old seal. The shoulders are well grassed on the old seal section indicating a low traffic volume. However, the grass has encroached onto the bitumen seal damaging the seal by breaking through it allowing moisture into the pavement. This is a maintenance issue. The grass needs to be poisoned and an edge reseal planned to ensure the continued resilience of the road.
 - At 2.9 km there is a gentle crest with a farm gate on the eastern side. Visibility is good at this location.
 - At 3.5 km there is a crest with some reduced visibility. A crest sign is on the northern approach as it is a bit of a jump up section. Visibility appears to be adequate for a heavy vehicle driver to traverse the crest safely from either direction.
 - At 5.2 km there is a gentle crest. Visibility is good at this location.
 - At 5.5 km there is a right-hand curve just before a crest at 5.6 km with farm entrances on both sides. The curve has an approximate radius of 325m. Curve signs and Crest signs are on each of the approaches. Visibility is generally good at this location.
 - At 6.5 km there is a gentle crest. Visibility is good at this location.
 - At 6.8 km there is a long gentle crest. Visibility is good at this location.
-

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- At 8.1 km there is a long gentle crest. Visibility is good at this location with a farm entrance on the western side.
- At 8.4 km there is a gentle right-hand curve. The curve has an approximate radius of 1,250m. Visibility is good at this location.
- At 8.7 km there is a floodway/culvert. The road surface over the floodway has deep rutting due to wet pavements. This could be fixed by adding additional cementitious fines such as 2% of 40:60::cement:slag mix to the full depth of the pavement. This will leave the pavement flexible and less permeable. The pavement will also have autogenous healing of cracks that may appear. The floodway pavement will be more resilient to being inundated. This will need to be investigated by Maranoa Regional Council for their consideration.
- At 8.9 km there is a left-hand curve on a crest. The curve has an approximate radius of 1,250m. Visibility is generally good at this location.
- At 9.2 km there is a gentle crest. Visibility is good at this location.
- At 9.9 km there is a crest. Visibility is good at this location.
- At 10.7 km there is a culvert/floodway on a left-hand curve on a rising gradient that levels out at the crest. The curve has an approximate radius of 750m. Visibility is good at this location.
- At 10.9 km there is a crest at the end of the previous incline. Visibility is good at this location.
- End at 11.4 km where Massey Lane meets the intersection with Mt Abundance Road and Fletchers Lane.

As the above distances were taken using odometer readings, they are not necessarily accurate. The accuracy will generally be within 200 metres.

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8.1.2 Alignment

From the above discussion it can be seen that the alignment has a number of long straight with some curves and undulating sections.

The visibility is adequate for safe access by multi-combination vehicles.

The seal width is 5.0 metres with 1 metre gravelled shoulders which does allow for safe passing of vehicles provided that they take care and pass at a slower speed than the prevailing speed. The road shoulders are gravelled and the batter slope is about 1 on 4 which allows for the outer wheels of a vehicle to safely drive on the gravelled section of the batter.

It is suggested that any Type-2 Roadtrains travelling along Massey Lane do so at a slower speed to allow safe passing of other vehicles. As the traffic volume is low, this would not inconvenience many other drivers. It is suggested that a 40 kph restriction be placed on Type-2 Roadtrains if they are permitted to use Massey Lane.

Also, to reduce the possibility of clashes with school buses, Ben Cameron of Northern Growers Pty Ltd suggested that Type-2 Roadtrains could travel outside of school bus times and possibly only travel on the road from 6.00pm to 6.00am. It has been found that traffic on low volume rural roads between these times is 10% or lower of the AADT for the road. This would mean that approximately 4 other vehicles would use the road between these hours thus reducing the chance of conflict.

There are two floodways that have widths of 6.0 metres at 8.7 km and 6.5 metres at 10.7 km. The floodway at 10.7 km is 24 metres long. Visibility is adequate at these locations and there should not be any issues with passing vehicles. As the roadtrains could be travelling at 40 kph on the road they could break safely and avoid any difficult situation that may arise at these floodways.

The condition of this road section is such that it should be quite capable of allowing Type-2 Roadtrains to travel along it without causing any additional damage to the road or compromise the safety of other road users provided that adequate safety systems are implemented.

Axle loads would be similar to that found on the approved B-Doubles that are allowed to use the road at present. One Type-2 Roadtrain is approximately equivalent to two B-Doubles in their cattle carrying capacity. This would mean that one Type-2 Roadtrain would replace two B-Doubles when accessing the feedlot thus reducing the overall volume of traffic on the road. Accumulated road damage would not be

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accelerated by the use of Type-2 Roadtrains as the feedlot has a limit in its turnover capacity. An outcome of allowing Type-2 Roadtrains to access the feedlot would mean fewer heavy vehicles on the road.

8.1.3 Warrego Highway Intersection with Massey Lane

Maranoa Regional Council raised the issue about the turning paths of Type-2 Roadtrains. They were concerned that these roadtrains would not be able to navigate the intersections on the proposed routes safely.

Appendix C; Warrego Hwy – Massey Lane Intersection, Type 2 Turning Paths shows the swept path of a Type-2 Roadtrain travelling at a speed of 5 to 15 kph around a 15 metre radius turning path. The diagram indicates that the roadtrain can navigate the intersection without leaving the bitumen. It is accepted in Queensland that multi-combination vehicles can take up more than one lane to turn at corners, intersections and roundabouts. In this instance the roadtrain will be cutting across the intersection when turning right from the west.

The Queensland Government's advice to drivers when approaching a Type-2 Roadtrain can be found on the following website <https://www.qld.gov.au/transport/safety/rules/other/heavy-vehicles> as follows.

Share the road with road trains safely by following these simple rules:

- Expect road trains to stay on the bitumen when you overtake.
- When approaching an oncoming road train on a narrow road
 - slow down
 - pull on to the shoulder of the road
 - stop, if necessary.

The size of a road train generates a lot of wind that can pick up debris from the road. Slowing down and pulling over may help prevent windscreen damage.

- Take notice of roadside conditions, for example, soft shoulders, guideposts and wildlife.

This intersection is quite capable of providing safe turning manoeuvres for Type-2 Roadtrains. Especially considering that the vehicle will be doing the manoeuvre at a slow speed.

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8.1.4 Mt Abundance Road

The Mt Abundance Road section of the proposed route starts at the Maranoa Regional Council's road register distance of 21.4 km at the intersection with Binya and Fletchers Lanes and ends at 27.74 km at the intersection with Massey and Mitchell Lanes. There are two farm gate entrances that are well located with good visibility and don't need any further investigation.

The seal width is reported in the road register as 5.0 metres with 1 metre shoulders. It has a total formation width between shoulder points of 7.0 metres. In some locations, grass has encroached in the seal at the shoulder edges.

- From 21.4 km to 25.6 km the road is straight with two crests.
 - At 21.5 km there is a gentle crest with excellent visibility is good at this location.
 - 21.5 km to 22.4 km is a long flat straight. The road is in good condition with excellent visibility.
 - At 22.9 km there is a crest with good visibility.
 - There is a recent reseal from 23.4 km to 25.6 km.
 - 23.0 km to 24.2 km is a long flat straight. The road is in good condition with excellent visibility.
 - At 24.8 km there is a gentle crest with a farm entrance to the north. The crest is on a straight with good visibility.
 - 25.0 km to 25.5 km is a flat straight. The road is in good condition with excellent visibility.
 - 25.5 km to 25.8 km there is a right-hand curve on a crest with a farm entrance to the south. The curve has an approximate radius of 650m. Visibility is good in both directions at this location.
 - 25.9 km to 26.2 km is a gently sloping straight.
 - 26.2 km to 26.6 km is a left hand curve with good visibility. The curve has an approximate radius of 650m.
-

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- 26.6 km to 26.9 km is a straight. The bitumen seal appears to narrow with a 4.3 m seal and 1.5 m shoulders.
- 26.9 km is a right hand curve leading onto a floodway. The curve has an approximate radius of 2,000m.
- 27.0 km start of floodway on Ironbark Creek. The bitumen seal has widened to 5 metres. 27.3 km end of floodway. The flood invert is bitumen sealed to 6 metres wide and 45 metres long.
- At 27.3 km there is a left-hand curve on an upward incline. The curve has an approximate radius of 2,000m. Visibility is good at this location.
- At 27.4 km there is a gentle incline towards the Massey Lane intersection. The seal has widened to 5 metres with 1 metre shoulders. Visibility is good at this location.
- 27.74 km intersection with Massey and Fletchers Lanes.

8.1.5 Alignment

Mt Abundance Road along the proposed Type-2 Roadtrain route has four crests which have good visibility. One of the crests is on a curve with a farm entrance on it. There are no issues with visibility on any of the crests.

There is a 4.2 km stretch of straight road with a crest and a farm entrance at 24.8 km. Visibility is good along this straight and over the crest.

There is a floodway that crosses Ironbark Creek at 27.13 km. The floodway is 300 metres long with the invert section being 45 metres long and sealed to 6 metres in width. Visibility is good at this location.

The road pavement looks in good order and is well drained. The pavement should be able to support the axle loads without any additional detriment.

As mentioned in the Massey Lane section, the use of Type-2 Roadtrains would reduce the number of vehicles on the road.

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Overall, this section of Mt Abundance Road should have no difficulty in handling Type-2 Roadtrains. As mentioned in the Massey Lane section, it would also be advisable to apply a speed reduction; however, considering the better alignment of Mt Abundance Road, a 60 kph speed limit would seem appropriate. The same 6.00pm to 6.00am operating times would help avoid conflict with other road users.

8.1.6 Massey Lane Intersection with Mt Abundance Road

Maranoa Regional Council raised the issue about the turning paths of Type-2 Roadtrains. They were concerned that these roadtrains would not be able to navigate the intersections on the proposed routes safely.

[Appendix D; Massey Lane - Mt Abundance Rd Intersection Type 2 Turning Paths](#) shows the swept path of a Type-2 Roadtrain travelling at a speed of 5 to 15 kph around a 15 metre radius turning path. The diagram indicates that the roadtrain will cut the inside corner of the intersection when turning. To overcome this problem for Type-2 Roadtrains, a curve widening on the inside of the curve could be constructed which would ensure the entire vehicle stays on a sealed surface. The green curve shown on the diagram shows a possible curve widening; however, this would need to be designed and approved by Maranoa Regional Council.

As mentioned earlier, it is accepted in Queensland that multi-combination vehicles can take up more than one lane to turn at corners, intersections and roundabouts. In this instance the roadtrain will be swinging across the intersection when turning left from the north to avoid cutting the corner.

Other than cutting the corner when turning, the present intersection is quite capable of providing safe turning manoeuvres for Type-2 Roadtrains. Especially considering that the vehicle will be doing the manoeuvre at a slow speed.

8.1.7 Binya Lane

A inspection of Binya Lane was undertaken and it was found that the road had no major issues with alignment and crests. Visibility was generally good.

There is a curve near the end of the route on the approach to the Roma Feedlot and Spelling Yards.

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A number of farm entrances are adjacent to the road.

A 200 metre long dust seal is in front of *Binya* homestead.

There is an intersection with Studley Lane. Loading yards were near this vicinity.

As part of the original development approval for the Roma Feedlot and Spelling Yard, *One Eng Consultant Engineer* was engaged to do a road condition assessment of Binya Lane. The report and subsequent works identified in the report were undertaken to bring the road up to a standard that improved the safety of the road to accommodate B-Doubles. Apart from some normal maintenance issues, the improvement raised in the report are still in place. Hence, Binya Lane does not require any further investigation as *One Eng's* assessment of the road is still applicable and also applies to Type-2 Roadtrains. The only issues remaining are maintenance issues, mainly a corrugated gravel surface, which can be corrected through routine maintenance grading. The intersection with Mt Abundance Road needs to be investigate to see if it can accommodate Type-2 Roadtrains.

- From 0.0 km to 10.1 km the road is straight with eight crests along this section of road. Six of the crests are minor and do not impact of driver sight distance. The crests at 5.4 km and 7.2km are the only one that have reduced visibility but are safe as there is adequate width for vehicles to drive to the left. Crest warning signs are in place on each the approaches to the crests.
 - At 0.35 km there is a minor crest with excellent visibility is good at this location.
 - At 2.8 km there is a crest with two minor farm gates east and west. The visibility is good at this location.
 - At 3.2 km there is a minor crest with excellent visibility at this location.
 - At 3.9 km there is a minor crest with excellent visibility at this location.
 - At 5.0 km there is a minor crest with excellent visibility at this location
 - At 5.3 km to 5.5 km there is a crest on a 200 metre sealed sections. There are two homestead entrances at the top of the crest. One for *Binya* to the west and one for *Warenga* to the east. Crest signs are in place on each approach to the crest. The visibility from these entrances is acceptable. Through traffic travelling at speed will need to keep to the left.
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- At 5.95 km there is an intersection with Studly Lane. The intersection is signed on each approach. There excellent visibility in both direction at this location.
- At 7.2 km there is a crest with livestock loading yards on the western side of the road on *Bulala*. The approaches to the crest are signed with crest signs. Drivers traversing the crest will need to keep to the left when doing so as their sight distance is compromised. Heavy vehicles would have better sight distance than drivers of small vehicle drivers, because of the drivers' higher eye hight. This would work both ways as drivers of small vehicles can see the heavy vehicles.
- At 8.8 km there is a minor crest with excellent visibility at this location.
- At 10.1 km to 10.2 km there is a left hand curve just before reaching *Dunan*. The curve radius is approximately 150m. There is a farm entrance on the western side to *Ardno* on the peak of the curve. There are curve signs on the approaches to the curve. Visibility is acceptable at this location.

8.1.8 Alignment

Binya Lane along the proposed Type-2 Roadtrain route has eight crests. Six of the crests have good visibility. Two of the crests have reduced visibility but are well signed and have adequate width to allow for safe passing. All the crests are on a straight section of road.

The first 10.1 km of the road has a straight alignment. All the crests are located on this alignment.

There are three gravel inverts which appear to be in reasonable condition. These inverts would occasionally be inundated. However, they would allow all weather passage provided that the water is not too deep. No depth markers are on these inverts. Visibility is good at these locations.

The gravelled road pavement looks in good order and is well drained. The surface is somewhat corrugated and is in need of a minor regrade. The pavement presently supports fully loaded B-Doubles and should have no problems accommodating Type-2 Roadtrains because of the similar axle loadings.

As mentioned previously, the use of Type-2 Roadtrains would reduce the number of vehicles on the road.

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ACCESS FOR TYPE 2 ROAD TRAINS "Dunan" 1115 Binya Lane, Mt Abundance, QLD., 4455

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This section of Binya Lane should have no difficulty in handling Type-2 Roadtrains. Drivers would be expected to drive to the condition when using this road. No additional speed restrictions are considered necessary. The same 6.00pm to 6.00am operating times would help avoid conflict with other road users.

8.1.9 Mt Abundance Road Intersection with Binya Lane

Maranoa Regional Council raised the issue about the turning paths of Type-2 Roadtrains. They were concerned that these roadtrains would not be able to safely navigate the intersections on the proposed routes.

[Appendix E: Mt Abundance Rd – Binya Lane Intersection Type 2 Turning Paths](#) shows the swept path of a Type-2 Roadtrain travelling at a speed of 5 to 15 kph around a 15 metre radius turning path. The diagram indicates that the roadtrain can navigate the intersection without leaving the bitumen. It is accepted in Queensland that multi-combination vehicles can take up more than one lane to turn at corners, intersections and roundabouts. In this instance the roadtrain will be cutting across the intersection when turning right from the west.

Other than cutting the corner when turning, the present intersection is quite capable of providing safe turning manoeuvres for Type-2 Roadtrains. Especially considering that the vehicle will be doing the manoeuvre at a slow speed.

9 Commentary

Northern Growers Pty Ltd applied for Type-2 Roadtrains to access the Roma Feedlot and Spelling Yards. Maranoa Regional Council rejected the application based upon safety concerns and the adequacy of the road to accommodate Type-2 Roadtrains. The Council also expressed concerns the intersections on the proposed route would not be able allow the Type-2 Roadtrains to turn safely without spending a lot of time on the wrong side of the road.

Northern Growers Pty Ltd claim that they needed the permit to run the feedlot more efficiently.

This assessment looked at the possibility of safe travel of Type-2 Roadtrains from the Warrego Highway along Massey Lane, Mt Abundance Road, and Binya Lane leading to the Roma Feedlot and Spelling Yards.

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It was found that Massey Lane had long straight sections with crests and curves. The road had reasonable visibility. There were two narrow floodways which would require some caution from a roadtrain operator. Overall, the road has a width of 5.5 metre seal with 1 metre unsealed shoulders giving a formation width of 7.5 metres. This cross-section could easily accommodate Type-2 Roadtrains; however, approaching drivers would have to leave the through road and allow the roadtrain to pass on the bitumen surface. This is common practice for drivers to do. The shoulders and batters would be able to hold these vehicles without any issues until the roadtrain had passed. The two floodways would need one of the approaching vehicles to stop and wait for the other vehicle to pass. This should not be an issue as long as the roadtrains were travelling at a slower speed. It was suggested by Ben Cameron of Northern Growers Pty Ltd that a 40 kph speed restriction could be applied to roadtrains when travelling along Massey Lane. He also suggested that a time restriction could be a possibility so that the chance of vehicles meeting would be greatly reduced. It was suggested that the Type-2 Roadtrains could access the route between the hours of 6.00pm to 6.00am.

The Mt Abundance Road portion of the route is basically a straight road with a curvy section at the western end. Visibility was good throughout this section of the route. As there are no major issues for the use of Type-2 Roadtrains on this portion of the route, a reduced speed for the roadtrains of 60 kph would be considered adequate to allow for safe passage of the roadtrains.

Binya Lane has been previously upgraded as consequence of the first development approval for the feedlot. The road is straight for most of the road with only one curve near the southern end of the route. There are two crests along this section of road that would mean drivers would need to be cautious. Apart from some regular maintenance to reduce surface corrugations the road is in good condition and could safely accommodate Type-2 Roadtrains. No speed restrictions would be necessary as drivers would be expected to drive to the conditions.

It was mentioned in the report that the use of Type-2 Roadtrains would reduce the number of vehicles on the road as one Type-2 Roadtrain has the cattle carrying capacity of two B-Doubles. The controlling factor that determines the number of vehicles that use the road is the holding capacity and the processing time of the cattle in the feedlot. The throughput of the feedlot doesn't increase by changing the type of vehicles that make deliveries; however, the number of vehicles that use the road will be determined by their carrying capacity and the throughput of the feedlot.

The Warrego Highway and Binya Lane intersections have adequate dimensions that allows Type-2 Roadtrains to navigate turns at these intersections safely. However, The Massey Lane and Mt Abundance

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intersection would need some widening on the inside of the curve to allow a Type-2 Roadtrain to turn and stay on the bitumen.

10 Recommendations

Council could reconsider a permit based upon the suggestions above. Such as:

- Run a trial with a Type-2 Roadtrain to verify the findings of this report. (From the traffic data, it appears that Type-2 Roadtrains already access these roads).
 - Curve widen the intersection of Massey Lane and Mt Abundance Road so that roadtrains can turn and stay on the bitumen.
 - Have a trial period of 1 year to see if any major issues arise.
 - Do a video survey of the route before the trial starts and video survey the route at the end of the trial.
 - Do a maintenance inspection prior to the trial and gather defects and compare them with defects after the trial.
 - Maintain a register of complaints to justify future decision making.
 - Consult with the neighbours along the route a compile a list of issues raised by them and see if they are compatible with the outcomes of the one year trial.
 - Allow Type-2 Roadtrains at slower speeds
 - Introduce a time of day curfew from 6.00pm to 6.00am.
 - Once data is collected, an informed decision can made based upon facts.
 - If the outcome of the one year trial is acceptable, approve a temporary Type-2 Roadtrain permit for a period of 3 years, and at the end of each permit period, re-asses the approval of future permits.
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Appendix B; Photos

Massey Lane



Aerial View of Warrego Hwy and Massey Ln Intersection



0.0km Looking South
along Massey Lane



1.7 km Looking South
Left Hand Curve

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5.5 km Looking South
Right Hand Curve



6.6km Looking South
Culvert (note the rutting)



8.7km Looking South
Floodway



10.7 km Looking South
Floodway

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Mt Abundance Road



Aerial View of Massey Ln and Mt Abundance Rd Intersection



27.74 km Looking East
along Mt Abundance Road



27.2 km Looking East
Floodway

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26.8 km Looking East
Curve



26.5 km Looking East
Curve



25.7 km Looking East
Curve



23.0 km Looking East
Crest



21.4 km Looking East towards intersection with Binya Lane

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Binya Lane



Aerial View of Mt Abundance Rd, and Binya and Fletchers Lanes Intersection



0.0 km Looking South
along Binya Lane

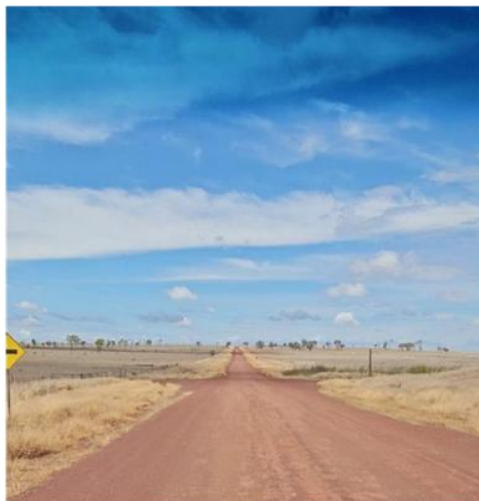
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5.3 km Looking South
Crest on sealed pavement at *Binya*



5.8 km Aerial View
Studley Lane Intersection



5.8 km Looking South
Studley Lane Intersection

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7.0 km Aerial View
Loading yards at *Bulala*



7.0 km Looking South
Crest. Loading yards on right



10.1 km Looking South
LH Curve

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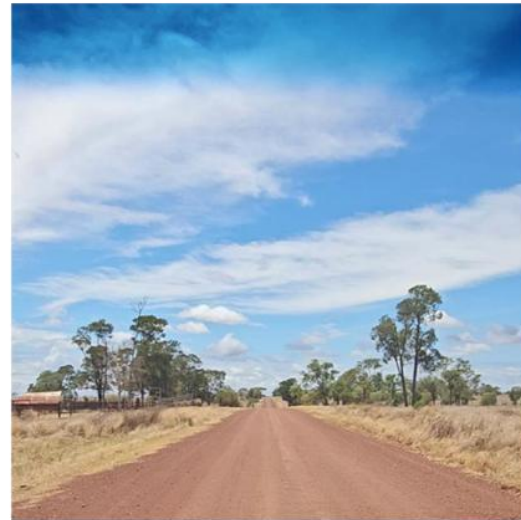
ACCESS FOR TYPE 2 ROAD TRAINS "Dunan" 1115 Binya Lane, Mt Abundance, QLD., 4455

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10.8 km Looking South
Entrance to *Dunan* on left



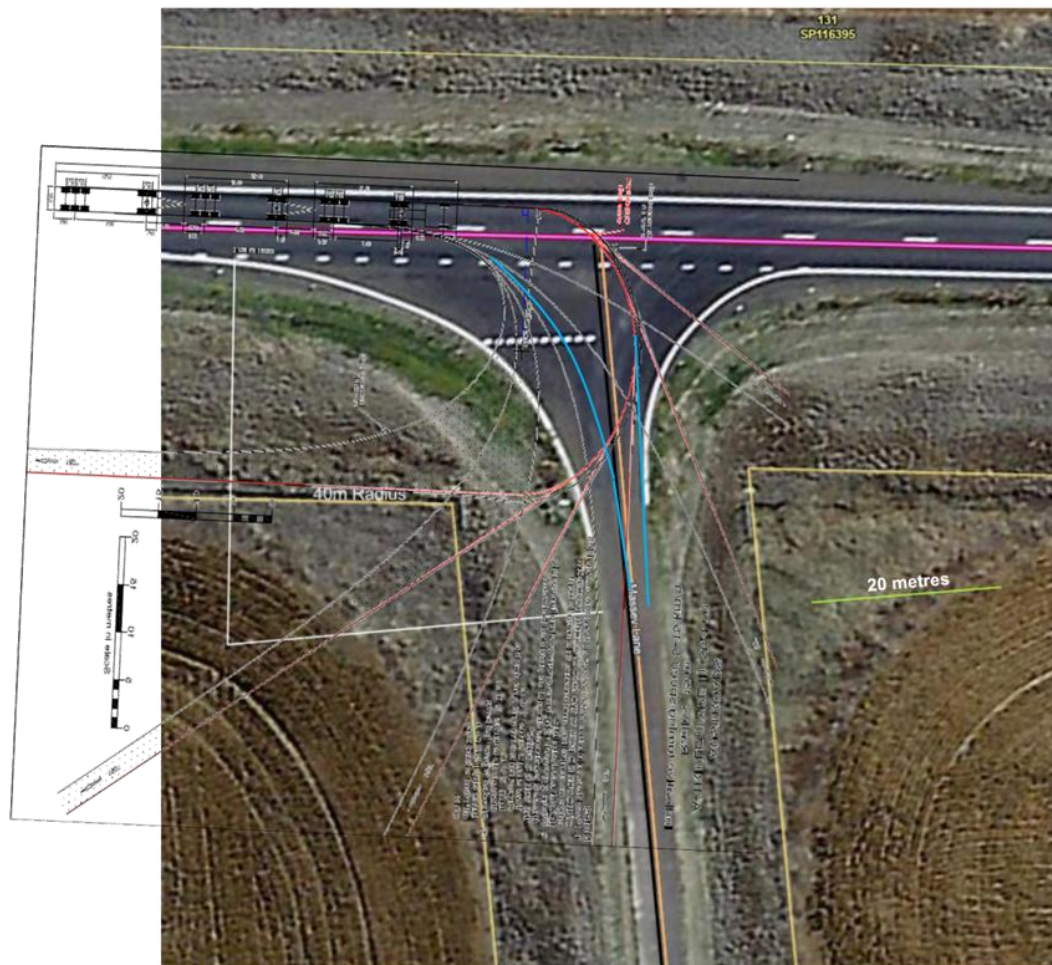
11.1 km Looking South
Loading Rampson on left



11.2 km Looking South
Entrance to Cattle Yards

Appendix C; Warrego Hwy–Massey Lane Intersection, Type 2 Turning Paths

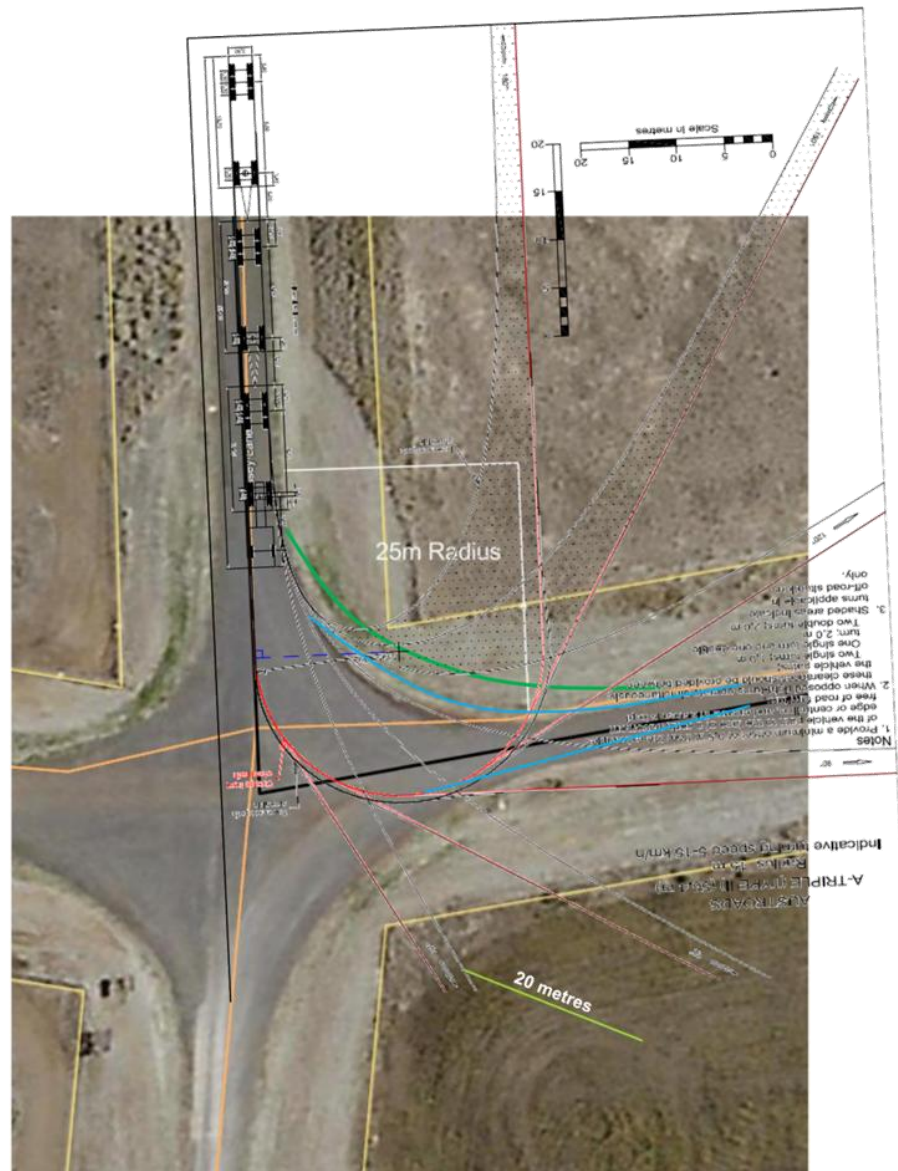
The turning path diagram below is for a 15m radius turning path with an indicative turning speed of 5-15 km/h. The blue lines indicate the forward motion of the Type 2 Roadtrain turning vehicle.



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Appendix D; Massey Lane - Mt Abundance Rd Intersection Type 2 Turning Paths

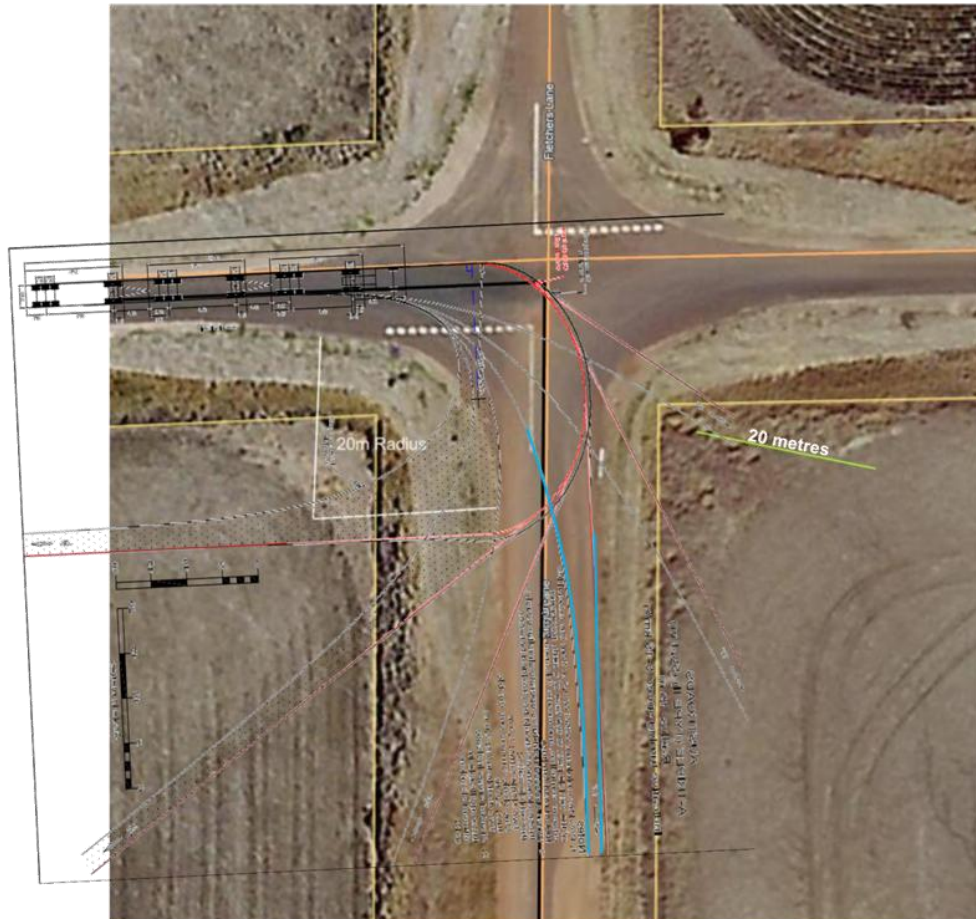
The turning path diagram below is for a 15m radius turning path with an indicative turning speed of 5-15 km/h.
The blue lines indicate the forward motion of the Type-2 Roadtrain turning vehicle.



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Appendix E; Mt Abundance Rd – Binya Lane Intersection Type 2 Turning Paths

The turning path diagram below is for a 15m radius turning path with an indicative turning speed of 5-15 km/h.
The blue lines indicate the forward motion of the Type-2 Roadtrain turning vehicle.



Decision notice approval

Sustainable Planning Act 2009 s.335



File: 2015/19400

Enquiries to: Department of Development, Facilities & Environmental Services

Phone: 1300 007 662

Post: PO Box 620, Roma QLD 4455

24 February 2016

Northern Growers Pty Ltd
C/- FSA Consulting
PO Box 2175
TOOWOOMBA QLD 4350

Attention: Orla Keane

I acknowledge receipt of the above application on 20 October 2015 and confirm the following details:

RE: Development Application for Material Change of Use - "Intensive Animal Industry" (4,000 Standard Cattle Units) and Environmentally Relevant Activity 2(1)(b) - Intensive Animal Feeding

On land situated at 'Dunan' 1115 Binya Lane, Mount Abundance QLD 4455

Described as Lot: 17 WV: 841 and Lot 19: WV: 841

I wish to advise that, on 10 February 2016, the above development application was:

Approved in full with conditions. The conditions of this approval are set out in Attachment 1. These conditions are clearly identified to indicate whether the assessment manager or a concurrence agency imposed them.

1. Details of the approval

The following approvals are given:

	Sustainable Planning Regulation 2009, schedule 3 reference	Development Permit	Preliminary Approval
Making a material change of use assessable under the planning scheme, a temporary local planning instrument, a master plan or a preliminary approval to which section 242 applies		<input checked="" type="checkbox"/>	
Making a material change of use for an environmentally relevant activity	Part 1, table 2, item 1	<input checked="" type="checkbox"/>	

2. Other necessary development permits and/or compliance permits

Listed below are other development permits and/or compliance permits that are necessary to allow the development to be carried out:

☒ Development Permit – Operational Works – Stage 2

3. Submissions

There were four properly made submissions about the application.

The name and address of the principal submitter for each properly made submission are as follows:

Name of principal submitter	Address
1. Matt and Anna Ahern Onley and Co Pty Ltd	'Bulala' 640 Binya Lane Roma QLD 4455
2. Bruce and Darlene Johnson	'Massey Downs' M/S 2030A 576 Massey Lane Mount Abundance QLD 4455
3. David and Jenny Sullivan	'Studley' 3111 Mount Abundance QLD 4455 Roma QLD 4455
4. Craig and Carolyn Coomber 'Jireh Park' 234 Binya	'Jireh Park' 234 Binya Lane Roma QLD 4455

4. Conflict with a relevant instrument and reasons for the decision despite the conflict

The assessment manager does not consider that the assessment manager's decision conflicts with a relevant instrument.

5. Referral agencies

The referral agencies for this application are:

For an application involving	Name of referral agency	Advice agency or concurrence agency	Address
<i>A material change of use for an environmentally relevant activity made assessable under schedule 3, part 1, table 2, and item 1.</i> <i>SPR 2009, Schedule 7, Table 2, Item 1.</i>	State Assessment and Referral Agency	Concurrence Agency	State Assessment and Referral Agency PO Box 825 Toowoomba QLD 4350
<i>An aspect of development identified in schedule 9 that-</i> <i>(a) is for a purpose mentioned in schedule 9, column 1; and</i> <i>(b) meets or exceeds the threshold-</i> <i>(ii) for development in LGA population 2- mentioned in schedule 9 column 3 for the purpose.</i> <i>SPR 2009, Schedule 7, Table 3, Item 2.</i>	State Assessment and Referral Agency	Concurrence Agency	State Assessment and Referral Agency PO Box 825 Toowoomba QLD 4350

The Department of Infrastructure, Local Government and Planning as a Concurrence Agency, has advised by letter dated 23 November 2015 that they have no requirements for the development.

6. Approved plans

The approved plans and/or documents for this development approval are listed in the following table:

Plan/Document number	Plan/Document name	Date
8372 Masterplan – Fig 1 Locality	4000 SCU Dunan Feedlot Licence Application - Locality Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 2 DCDB	4000 SCU Dunan Feedlot Licence Application - Cadastral Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 3 TOPO	4000 SCU Dunan Feedlot Licence Application - Topographic Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 4 Aerial	4000 SCU Dunan Feedlot Licence Application - Aerial Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 5 Layout	4000 SCU Dunan Feedlot Licence Application - Proposed Feedlot Layout Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 6 Receptors	4000 SCU Dunan Feedlot Licence Application - Sensitive Receptors Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 7 SO & Flood	4000 SCU Dunan Feedlot Licence Application - Stream Order and Flood Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 8 Bores	4000 SCU Dunan Feedlot Licence Application - Groundwater Bore Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 13 Oil & Gas	4000 SCU Dunan Feedlot Licence Application - Oil and Gas Pipeline Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 14 Catchment	4000 SCU Dunan Feedlot Licence Application - Stormwater Catchment Plan Prepared by FSA Consulting	23/09/15
	Development Application Report, 837/2 8372 – Dunan Feedlot DA Prepared By FSA Consulting	29/09/2015
CMDG-R-040 Rev D	Rural Road Access and Property Access Over Table Drains	09/14
Capricorn Municipal Development Guidelines		
D5	CMDG – Stormwater Drainage	02/15
D6	CMDG - Site Regrading	03/12
D7	CMDG – Erosion Control and Stormwater Management	03/12

7. When approval lapses if development not started (s.341)

☒ Two years starting the day the approval takes effect.

8. Appeal rights

Appeals by applicants

An applicant for a development application may appeal to the Planning and Environment Court in accordance with SPA chapter 7, part 1, division 8 against the following:

- the refusal, or refusal in part of the development application
- any condition of a development approval, another matter stated in a development approval and the identification or inclusion of a code under section 242 of SPA
- the decision to give a preliminary approval when a development permit was applied for
- the length of a period mentioned in section 341

The timeframes for starting an appeal in the Planning and Environment Court are set out in section 461(2) of SPA.

Information about how to proceed with an appeal to the **Planning and Environment Court** may be found on the Court's website: <http://www.courts.qld.gov.au/courts/planning-and-environment-court>

Applicants may also have a right to appeal to the Building and Development Dispute Resolution Committee in accordance with SPA, chapter 7, part 2.

Appeals to the **Building and Development Dispute Resolution Committees** may be addressed to:

Building and Development Dispute Resolution Committees
Department of Housing and Public Works
GPO Box 2457, Brisbane Qld 4001

or to the Committees website:

[http://www.hpw.qld.gov.au/construction/Building Plumbing/Dispute Resolution/Pages/BuildingDevelopmentDisputeResolutionCommittees.aspx](http://www.hpw.qld.gov.au/construction/Building%20Plumbing/Dispute%20Resolution/Pages/BuildingDevelopmentDisputeResolutionCommittees.aspx)

The Committees Registrar contact details are as follows:

Phone: 1800 804 833

Email: registrar@qld.gov.au

Appeals by submitters

A submitter for a development application may appeal to the Planning and Environment Court in accordance with SPA chapter 7, part 1, division 8 against:

- the part of the approval relating to the assessment manager's decision about any part of the application requiring impact assessment
- the part of the approval relating to the assessment manager's decision under section 327.

Details about submitter appeal rights for the Planning and Environment Court are set out in sections 462, 463 and 464 of SPA.

Information about how to proceed with an appeal to the **Planning and Environment Court** may be found on the Court's website: <http://www.courts.qld.gov.au/courts/planning-and-environment-court>

Submitters may also have a right to appeal to the Building and Development Dispute Resolution Committee in accordance with SPA, chapter 7, part 2.

Appeals to the **Building and Development Dispute Resolution Committees** may be addressed to:

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Department of Housing and Public Works
GPO Box 2457, Brisbane Qld 4001

or to the Committees website:

[http://www.hpw.qld.gov.au/construction/Building Plumbing/Dispute Resolution/Pages/BuildingDevelopmentDisputeResolutionCommittees.aspx](http://www.hpw.qld.gov.au/construction/Building%20Plumbing/Dispute%20Resolution/Pages/BuildingDevelopmentDisputeResolutionCommittees.aspx)

The Committees Registrar contact details are as follows:

Phone: 1800 804 833

Email: registrar@qld.gov.au

Attachment 2 is an extract from SPA which details the applicant's appeal rights and the appeal rights of any submitters regarding this decision.

If you wish to discuss this matter further, please contact the Department of Development, Facilities and Environmental Services on 1300 007 662.

Yours faithfully,



Danielle Pearn

Manager Planning & Building Development

Attachment 1—Conditions of the approval imposed by the assessment manager

Attachment 2—SPA extract on appeal rights

ATTACHMENT 1 – CONDITIONS OF APPROVAL IMPOSED BY THE ASSESSMENT MANAGER – MARANOA REGIONAL COUNCIL

Preamble

- (i) Refer to <http://www.cmdg.com.au/> for the Capricorn Municipal Development Guidelines (CMDG).
- (ii) The relevant planning scheme for this development is the Bungil Shire Planning Scheme 2006. All references to the 'Planning Scheme' and 'Planning Scheme Schedules' within these conditions refer to the above Planning Scheme.
- (iii) The related Environmental Authority(s) as included in the Environmental Protection Act 1994 must have been given and remain current while the use continues. All references to the 'Environmental Authority' within these conditions refer to the Environmental Authority for this approved use.

The related Environmental Authorities are:

2 (1)(b) Intensive Animal Feeding: 1,000-10,000 Standard Cattle Units (SCU)

- (v) All Aboriginal Cultural Heritage in Queensland is protected under the (Aboriginal Cultural Heritage Act 2003) and penalty provisions apply for any unauthorised harm. Under the legislation a person carrying out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal Cultural Heritage. This applies whether or not such places are recorded in an official register and whether or not they are located in, on or under private land. The developer is responsible for implementing reasonable and practical measures to ensure the Cultural Heritage Duty of Care Guidelines are met and for obtaining any clearances required from the responsible entity.
- (vi) The (Environmental Protection Act 1994) states that a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm. Environmental harm includes environmental nuisance. In this regard, persons and entities involved in the operation of the approved development are to adhere to their 'general environmental duty' to minimise the risk of causing environmental harm to adjoining premises.
- (vii) A permit from the National Heavy Vehicle Regulator (NHVR) to access the road network may be required if heavy vehicles larger than a B-double configuration are used.

Use

1. The approved development is a Material Change of Use – "Intensive Animal Industry" (Cattle Feedlot 1,000-4,000 SCU) and Environmentally Relevant Activity 2(1) (b) – Intensive Animal Feeding as shown on the approved plans.
2. All conditions relating to the establishment of the approved development must be fulfilled prior to any approved use commencing, unless otherwise noted in these conditions.
3. Prior to the commencement of the use, the applicant shall contact Council to arrange a development compliance inspection.

Approved Plans and Documents

4. Complete and maintain the approved development - Material Change of Use "Intensive Animal Industry" and Environmentally Relevant Activity 2(1)(b) – Intensive Animal Feeding generally in accordance with the following approved plans and documents, subject to and modified by any conditions of this approval:

Plan/Document number	Plan/Document name	Date
8372 Masterplan – Fig 1 Locality	4000 SCU Dunan Feedlot Licence Application - Locality Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 2 DCDB	4000 SCU Dunan Feedlot Licence Application - Cadastral Plan Prepared by FSA Consulting	23/09/15

8372 Masterplan – Fig 3 TOPO	4000 SCU Dunan Feedlot Licence Application - Topographic Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 4 Aerial	4000 SCU Dunan Feedlot Licence Application - Aerial Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 5 Layout	4000 SCU Dunan Feedlot Licence Application - Proposed Feedlot Layout Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 6 Receptors	4000 SCU Dunan Feedlot Licence Application - Sensitive Receptors Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 7 SO & Flood	4000 SCU Dunan Feedlot Licence Application - Stream Order and Flood Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 8 Bores	4000 SCU Dunan Feedlot Licence Application - Groundwater Bore Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 13 Oil & Gas	4000 SCU Dunan Feedlot Licence Application - Oil and Gas Pipeline Plan Prepared by FSA Consulting	23/09/15
8372 Masterplan – Fig 14 Catchment	4000 SCU Dunan Feedlot Licence Application - Stormwater Catchment Plan Prepared by FSA Consulting	23/09/15
	Development Application Report, 837/2 8372 – Dunan Feedlot DA Prepared By FSA Consulting	29/09/15
CMDG-R-040 Rev D	Rural Road Access and Property Access Over Table Drains	09/14
Capricorn Municipal Development Guidelines		
D5	CMDG – Stormwater Drainage	02/15
D6	CMDG - Site Regrading	03/12
D7	CMDG – Erosion Control and Stormwater Management	03/12

5. All works must comply with:
 - a) the development approval conditions;
 - b) any relevant provisions in the Planning Scheme;
 - c) Council's standard designs for such work where such designs exist;
 - d) the Capricorn Municipal Development Guidelines;
 - e) any relevant Australian Standard that applies to that type of work; and
 - f) any alternative specifications that Council has agreed to in writing and which the developer must ensure do not conflict with any requirements imposed by any applicable laws and standards.
6. All civil and related work shall be designed and supervised by a Registered Professional Engineer of Queensland (RPEQ) who is competent in the construction of the works.

Environmental Authorities

7. This approval relies on the relevant approved Environmental Authority(s) (and its related documents) applicable to the site to identify and state that all the requirements for this approval related to all Environmentally Relevant Activities for the site (where those Environmentally Relevant Activities are not expressly devolved to the Council).
8. This approval relies on the entity responsible for approving and managing the Environmental Authority to meet its responsibilities. The Council will not take any responsibility for the management of environmental impacts covered by the Environmental Authority unless and until that entity (or its legal successors) is unable to act.

9. The standards and approval of civil works and services and aspects of environmental management not covered by the Environmental Authority are the responsibility of the Council, but subject to the environmental impact management requirements that may be imposed by the Environmental Authority (or any approval that effectively replaces that Environmental Authority).
10. Where there is a conflict between the conditions and standards set by an Environmental Authority for the site and the conditions and standards set by the Development Permit, those set in the Environmental Authority shall prevail.

Repair Damaged Infrastructure

11. The developer is responsible for locating and protecting any Council and public utility services, infrastructure and assets that may be impacted by the development.

Avoiding Nuisance

12. The approved development is to be maintained in a clean and tidy condition and not to pose any health and safety risks to the community.
13. The feedlot area, access and site roadways and surrounds shall be kept in an orderly fashion and free of rubbish.
14. Any damage to roads and infrastructure (road pavement, existing underground assets, etc) that is attributable to the progress of works performed in order to establish the use onsite, or vehicles associated with the development of the site, must be immediately rectified in accordance with the asset owners' requirements and specifications and to the satisfaction of the asset owners' representative(s).
15. No nuisance is to be caused to adjoining properties and their occupiers by the way of smoke, dust, rubbish, contaminant, stormwater discharge or siltation at any time, including non-working hours.
16. Lighting of the site, including any security lighting, shall be such that the lighting intensity does not exceed 8.0 lux at a distance of 1.5 metres from the site at any property boundary.

Earthworks

17. All earthworks for the development shall be undertaken in accordance with Capricorn Municipal Development Guidelines D6 'Site Regrading' Design Guidelines.

Erosion Control

18. All construction works on site are to be undertaken generally in accordance with Development Application Report 8372 - Dunan Feedlot DA - Final, Section 7.5.10 Standards for Construction Activity prepared by FSA Consulting dated 29 September 2015 and CMGD Design Guidelines.

Provision of Services

19. The development is to be provided with an on-site water supply with sufficient capacity to meet all operational needs, including watering to minimise dust nuisance.

Stormwater

20. Stormwater is to be managed generally in accordance with the Development Application Report 8372 - Dunan Feedlot DA - Final, Section 7.5.9 Standards for Stormwater Drainage prepared by FSA Consulting dated 29 September 2015 and CMDG Design Guidelines D-5 'Stormwater Drainage Design'.
21. Discharge of stormwater runoff from the development shall drain freely in all cases, and no nuisance of ponding is to be created within the vicinity of the development.

22. There shall be no increases in any silt loads or contaminants in any overland flow from the site being developed, or into creeks or roadways, either during the development process or after the development has been completed.

Access, Car parking and Manoeuvring

23. The landowner shall be responsible for construction and maintenance of vehicle crossovers from the road carriageway to the property boundary and for obtaining any approvals that may be required, and for complying with the applicable designs and standards.
24. A vehicle crossover from the development site to Binya Lane is to be constructed in accordance with CMDG-R-040 Rev D – Rural Road Access and Property Access Over Table Drains, dated 09/2014.
25. All weather vehicle access shall be provided for traffic movement within the development site.
26. Unsealed internal roads are to be watered to minimise nuisance caused by dust and upon receipt of any complaint regarding dust nuisance caused by vehicle movements within the site.
27. A School Bus Route sign (TC-9945) is to be installed at the Binya Lane – Mount Abundance Road intersection at the gravel road entrance to Binya Lane to inform road users of the school bus route.
28. Haulage routes are limited to all-weather roads only. Vehicular traffic associated with the development is not permitted to travel on Fletchers Lane.
29. Prior the commencement of Stage 2 of the development a dust seal is required to be installed in front of "Binya" (Lot 36 on WV844) on Binya Lane. The dust seal shall be a minimum width of 7 metres and minimum length of 200 metres. A development application for operational works for the dust seal is to be submitted to and approved by Council demonstrating compliance with the CMDG.
30. Binya Lane is to be upgraded prior to the commencement of Stage 2 from the entrance of the site to the intersection of Mount Abundance Road to the following standards:
 - a) formation width: 8.0 metres;
 - b) pavement width: 7.0 metres;
 - c) pavement design:
CMDG Table D2.08.1 'Rural & Rural Residential' <100 vpd;
 - d) rural design criteria:
Table D1.21.03 'Rural Road Elements for Maranoa Regional Council, 40 - 99 VPD Rural Access – Primary A'; and otherwise generally in accordance with Capricorn Municipal Development Guidelines D1 'Geometric Road Design.'

An operational works application is to be submitted to and approved by Council before construction of this road upgrade.

Advertising Signs

31. Any proposed advertising signage is subject to a further development approval unless compliant with the self-assessable development provisions of the applicable planning scheme.
32. Any free-standing advertising signage or structure to be constructed on site shall be designed by an RPEQ (Structural) Engineer and certification provided for both design and construction.

No Cost to Council

33. The developer is responsible for meeting all costs associated with the approved development unless there is specific agreement by other parties, including the Council, to meeting those costs.

34. All rates and charges of any description and all arrears of such rates and charges, together with interest outstanding thereon, on the land, due to Council, shall be paid to the Council prior to the use commencing.

Latest versions

35. Where another condition refers to a specific published standard, manual or guideline, including specifications, drawings, provisions and criteria within those documents, that condition shall be deemed as referring to the latest versions of those publications that are publicly available at the time the first operational works or compliance approval is lodged with the assessment manager or approval agency for those types of works to be performed or approved, unless a regulation or law requires otherwise.

Environmental Management

36. All activities while the use continues are to be managed in accordance with:
- a) The Development Application Report 8372 - Dunan Feedlot DA – Final prepared by FSA Consulting dated 29 September 2015;
 - b) The relevant Environmental Authority issued by the Department of Department of Agriculture and Fisheries or any subsequent Environmental Authority that is issued for the approved use; and
 - c) All relevant sections of the Capricorn Municipal Development Guidelines.

Application Documentation

37. It is the developer's responsibility to ensure all entities associated with this Development Approval have a legible copy of the Decision Notice and the Approved Plans and Approved Documents bearing 'Council Approval'.

Fees, Infrastructure Charges and Impact Contributions

38. A local roads additional impacts charge will be paid to Maranoa Regional Council in accordance with the Local Roads Additional Impacts Charges Schedule A, attached to and forming part of these conditions. This condition and the conditions in Local Roads Additional Impacts Charges Schedule A are based on division 2 of chapter 8, more specifically sections 650 and 651 and linked sections, of the Sustainable Planning Act 2009.
39. All matters contained within this development approval may be covered by infrastructure agreements or deeds of agreement between the relevant parties for each matter.
40. All fees, rates, interest and other charges levied on the property, shall be paid in accordance with the rate applicable at the time of payment.

Charges Schedule A - Local Roads Additional Impacts

41. These conditions are required because the development will impact on the local roads when cattle and material associated with the operation of the feedlot are carried along those local roads. The local roads additional impacts charge covers all roads in the Maranoa Regional Council Area where heavy vehicles of the type used in this activity/use are permitted to travel. The number of Standard Cattle Units (SCU) leaving the feedlot is deemed to be a proportional measure of the total traffic to and from the site.
42. A local roads additional impacts charge of \$0.50 per SCU will be paid to Maranoa Regional Council for all fattened cattle transported from the site. This is the local roads additional impacts charge for the 2015-2016 financial year. Until such time as (1) the level of approved use is changed or (2) Council has amended charges as a result of a review requested by the feedlot operator, the local roads additional impacts charges amount will be increased or decreased annually by a percentage equivalent to the 3-year moving average annual percentage increase in

the PPI index (as defined in the Sustainable Planning Act 2009) for the period of 3 years ending at the start of the financial year.

43. The payment of the local roads additional impacts charge must be made by the feedlot operator within 14 days of the end of each 3 month period, with the periods starting with the commencement of the use/activity. The feedlot operator must calculate the payment and provide details of the calculation. If no payment is made within the set time, the Council may demand payment based on the maximum approved annual production capacity of the activity/use divided by 4. The maximum approved annual production capacity of the feedlot will be deemed to be the maximum capacity of the feedlot listed in the approvals for the site. If the feedlot operator does not pay the local roads additional impacts charge for two consecutive periods, the Council can require the holder of the development approval to pay the local roads additional impacts charge to the Council.
44. The holder of the development approval or the feedlot operator may ask for the local roads additional impacts charge to be reviewed once in every three year period after the approval for the activity/use is given. The review will take account of the rates and methodology applying to similar operators in the Council Area and the facts and circumstances applying to this approved activity/use.
45. Despite the payment of a local roads additional impacts charge, the Council may stop the feedlot operator from using particular roads. The reasons may include Council concerns about the level of damage being caused or may be caused to those particular local roads by the addition to total road use of heavy vehicles associated with the feedlot.
46. Council or its representatives is entitled to inspect, copy and audit any records which may help to prove the actual use of the road network by the feedlot operator or the approval holder(s) for the purposes of assessing the local roads additional impacts charge. The feedlot operator and the approval holder(s) have agreed by the acceptance of this condition that the Council has their agreement and permission to access those records wherever held and that their agreement and permission cannot be revoked.
47. The feedlot operator or the approval holder(s) may undertake roadworks in lieu of paying a local roads additional impacts charge. The roadworks must be of the same value as the local roads additional impacts charge. The value of roadworks will be determined by Council or by an independent RPEQ standard engineer agreed to by the Council. The roadworks must be roadworks included the Council current roadworks program and within a 50 kilometre radius of the feedlot site on roads that may be used by the operator. The carrying out of roadworks must comply with CMDG guidelines and other requirements which normally apply to works carried out on Council roads by contractors, including warranties for the works performed. The onus is on the entity intending to perform the roadworks to gain all necessary approvals for the roadworks. The roadworks must be completed within 3 months after the local roads additional impacts charge was due to be paid or within a period agreed in writing with the Council.
48. The charges or roadworks or other relevant matters can be included within an infrastructure agreement or deed of agreement with the Council, the feedlot operator and any other relevant parties by consent of the parties. The feedlot operator, the approval holder and the Council may vary the charges and other factors by mutual consent where circumstances warrant such variations and the community interest is protected.

ATTACHMENT 2 – SPA EXTRACT ON APPEAL RIGHTS**Division 8 Appeals to court relating to development applications and approvals****461 Appeals by applicants**

- (1) An applicant for a development application may appeal to the court against any of the following—
 - (a) the refusal, or the refusal in part, of the development application;
 - (b) any condition of a development approval, another matter stated in a development approval and the identification or inclusion of a code under section 242;
 - (c) the decision to give a preliminary approval when a development permit was applied for;
 - (d) the length of a period mentioned in section 341;
 - (e) a deemed refusal of the development application.
- (2) An appeal under subsection (1)(a), (b), (c) or (d) must be started within 20 business days (the **applicant's appeal period**) after—
 - (a) if a decision notice or negotiated decision notice is given—the day the decision notice or negotiated decision notice is given to the applicant; or
 - (b) otherwise—the day a decision notice was required to be given to the applicant.
- (3) An appeal under subsection (1)(e) may be started at any time after the last day a decision on the matter should have been made.

462 Appeals by submitters—general

- (1) A submitter for a development application may appeal to the court only against—
 - (a) the part of the approval relating to the assessment manager's decision about any part of the application requiring impact assessment under section 314; or
 - (b) the part of the approval relating to the assessment manager's decision under section 327.
- (2) To the extent an appeal may be made under subsection (1), the appeal may be against 1 or more of the following—
 - (a) the giving of a development approval;
 - (b) any provision of the approval including—
 - (i) a condition of, or lack of condition for, the approval; or
 - (ii) the length of a period mentioned in section 341 for the approval.
- (3) However, a submitter may not appeal if the submitter—
 - (a) withdraws the submission before the application is decided; or
 - (b) has given the assessment manager a notice under section 339(1)(b)(ii).
- (4) The appeal must be started within 20 business days (the **submitter's appeal period**) after the decision notice or negotiated decision notice is given to the submitter.

Division 11 Making an appeal to court**481 How appeals to the court are started**

- (1) An appeal is started by lodging written notice of appeal with the registrar of the court.
- (2) The notice of appeal must state the grounds of the appeal.
- (3) The person starting the appeal must also comply with the rules of the court applying to the appeal.

- (4) However, the court may hear and decide an appeal even if the person has not complied with subsection (3).

482 Notice of appeal to other parties—development applications and approvals

- (1) An appellant under division 8 must give written notice of the appeal to—
- (a) if the appellant is an applicant—
 - (i) the chief executive; and
 - (ii) the assessment manager; and
 - (iii) any concurrence agency; and
 - (iv) any principal submitter whose submission has not been withdrawn; and
 - (v) any advice agency treated as a submitter whose submission has not been withdrawn; or
 - (b) if the appellant is a submitter or an advice agency whose response to the development application is treated as a submission for an appeal—
 - (i) the chief executive; and
 - (ii) the assessment manager; and
 - (iii) any referral agency; and
 - (iv) the applicant; or
 - (c) if the appellant is a person to whom a notice mentioned in section 465(1) has been given—
 - (i) the chief executive; and
 - (ii) the assessment manager for the development application to which the notice relates; and
 - (iii) any entity that was a concurrence agency for the development application to which the notice relates; and
 - (iv) the person who made the request under section 383 to which the notice relates, if the person is not the appellant; or
 - (d) if the appellant is a person mentioned in section 466(1)—
 - (i) the chief executive; and
 - (ii) the responsible entity for making the change to which the appeal relates; and
 - (iii) the person who made the request to which the appeal relates under section 369, if the person is not the appellant; and
 - (iv) if the responsible entity is the assessment manager—any entity that was a concurrence agency for the development application to which the notice of the decision on the request relates; or
 - (e) if the appellant is a person to whom a notice mentioned in section 467 has been given—the entity that gave the notice.
- (2) The notice must be given within—
- (a) if the appellant is a submitter or advice agency whose response to the development application is treated as a submission for an appeal—2 business days after the appeal is started; or
 - (b) otherwise—10 business days after the appeal is started.
- (3) The notice must state—
- (a) the grounds of the appeal; and
 - (b) if the person given the notice is not the respondent or a co-respondent under section 485—that the person may, within 10 business days after the notice is given, elect to become a co-respondent to the appeal by filing in the court a notice of election in the approved form.

485 Respondent and co-respondents for appeals under div 8

- (1) Subsections (2) to (8) apply for appeals under sections 461 to 464.
- (2) The assessment manager is the respondent for the appeal.

- (3) If the appeal is started by a submitter, the applicant is a co-respondent for the appeal.
- (4) Any submitter may elect to become a co-respondent for the appeal.
- (5) If the appeal is about a concurrence agency's response, the concurrence agency is a co-respondent for the appeal.
- (6) If the appeal is only about a concurrence agency's response, the assessment manager may apply to the court to withdraw from the appeal.
- (7) The respondent and any co-respondents for an appeal are entitled to be heard in the appeal as a party to the appeal.
- (8) A person to whom a notice of appeal is required to be given under section 482 and who is not the respondent or a co-respondent for the appeal may elect to be a co-respondent.
- (9) For an appeal under section 465—
 - (a) the assessment manager is the respondent; and (b) if the appeal is started by a concurrence agency that gave the assessment manager a notice under section 385—the person asking for the extension the subject of the appeal is a co-respondent; and
 - (c) any other person given notice of the appeal may elect to become a co-respondent.
- (10) For an appeal under section 466—
 - (a) the responsible entity for making the change to which the appeal relates is the respondent; and
 - (b) if the responsible entity is the assessment manager—
 - (i) if the appeal is started by a person who gave a notice under section 373 or a pre-request response notice—the person who made the request for the change is a co-respondent; and
 - (ii) any other person given notice of the appeal may elect to become a co-respondent.
- (11) For an appeal under section 467, the respondent is the entity given notice of the appeal.

488 How an entity may elect to be a co-respondent

An entity that is entitled to elect to be a co-respondent to an appeal may do so, within 10 business days after notice of the appeal is given to the entity, by following the rules of court for the election.

489 Minister entitled to be party to an appeal involving a State interest

If the Minister is satisfied an appeal involves a State interest, the Minister may, at any time before the appeal is decided, elect to be a party to the appeal by filing in the court a notice of election in the approved form.

490 Lodging appeal stops particular actions

- (1) If an appeal, other than an appeal under section 465, 466 or 467, is started under division 8, the development must not be started until the appeal is decided or withdrawn.
- (2) If an appeal is about a condition imposed on a compliance permit, the development must not be started until the appeal is decided or withdrawn.
- (3) Despite subsections (1) and (2), if the court is satisfied the outcome of the appeal would not be affected if the development or part of the development is started before the appeal is decided, the court may allow the development or part of the development to start before the appeal is decided.



MARANOA REGIONAL COUNCIL

Sustainable Planning Act 2009
This document comprises part
of development Permit No.

19400

and was issued on

24 FEB 2016

In accordance with the:-
Sustainable Planning Act 2009
as amended

DANIELLE PEARN
Assessment Manager
Manager Planning & Building
Development

**DEVELOPMENT APPLICATION SUPPORTING
INFORMATION REPORT FOR 4,000 SCU
FEEDLOT**

DUNAN FEEDLOT

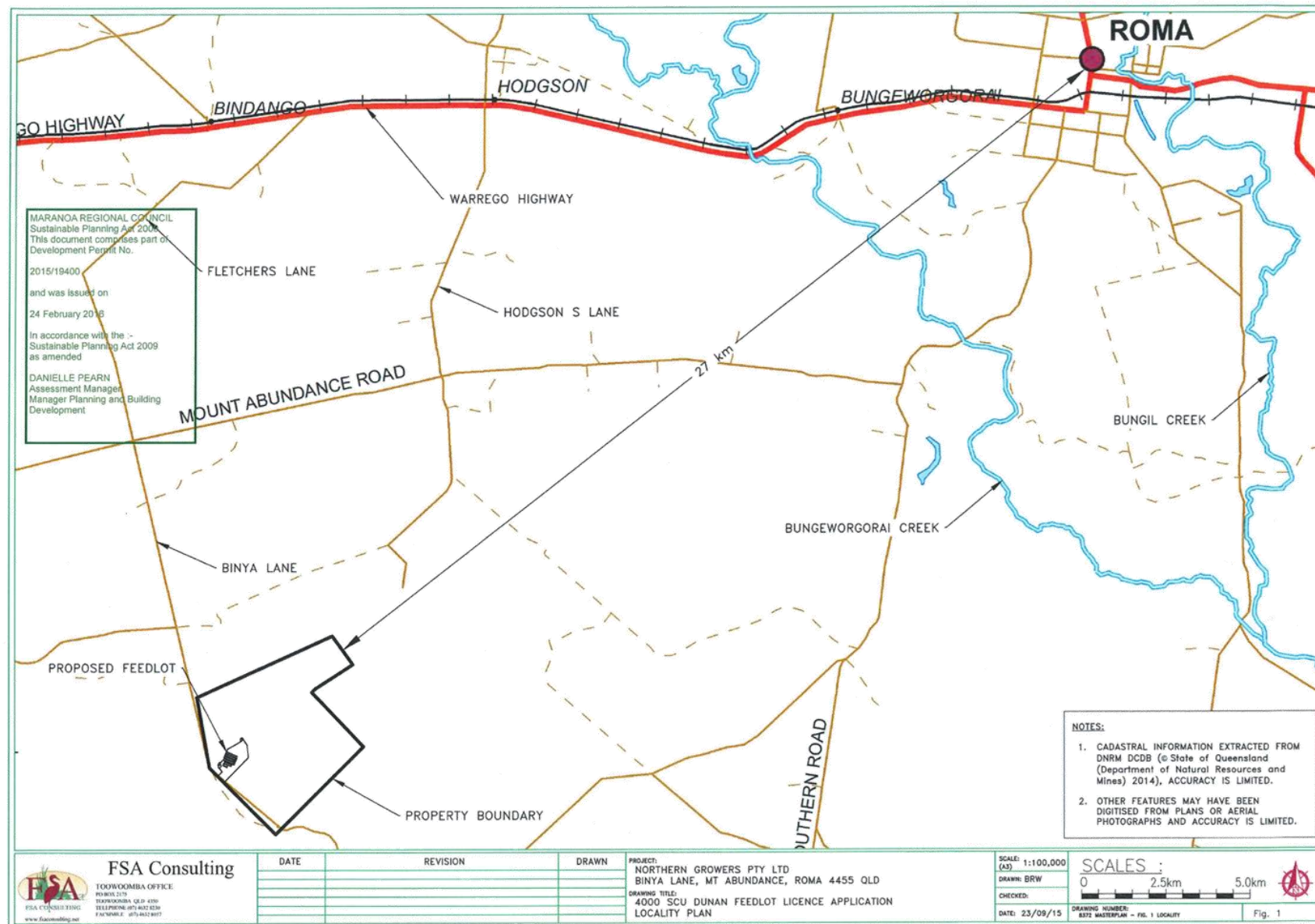
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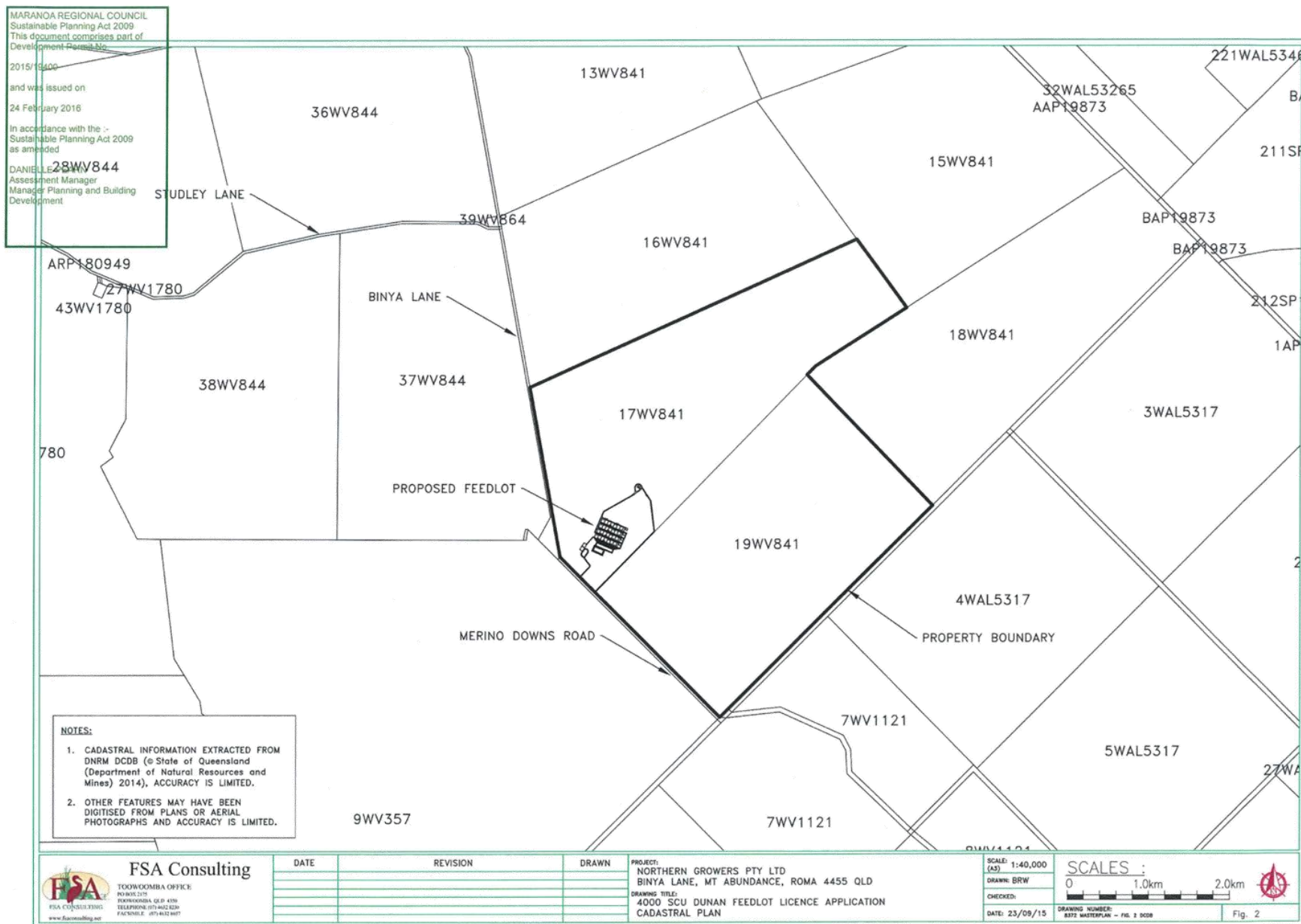
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ROMA QLD 4455

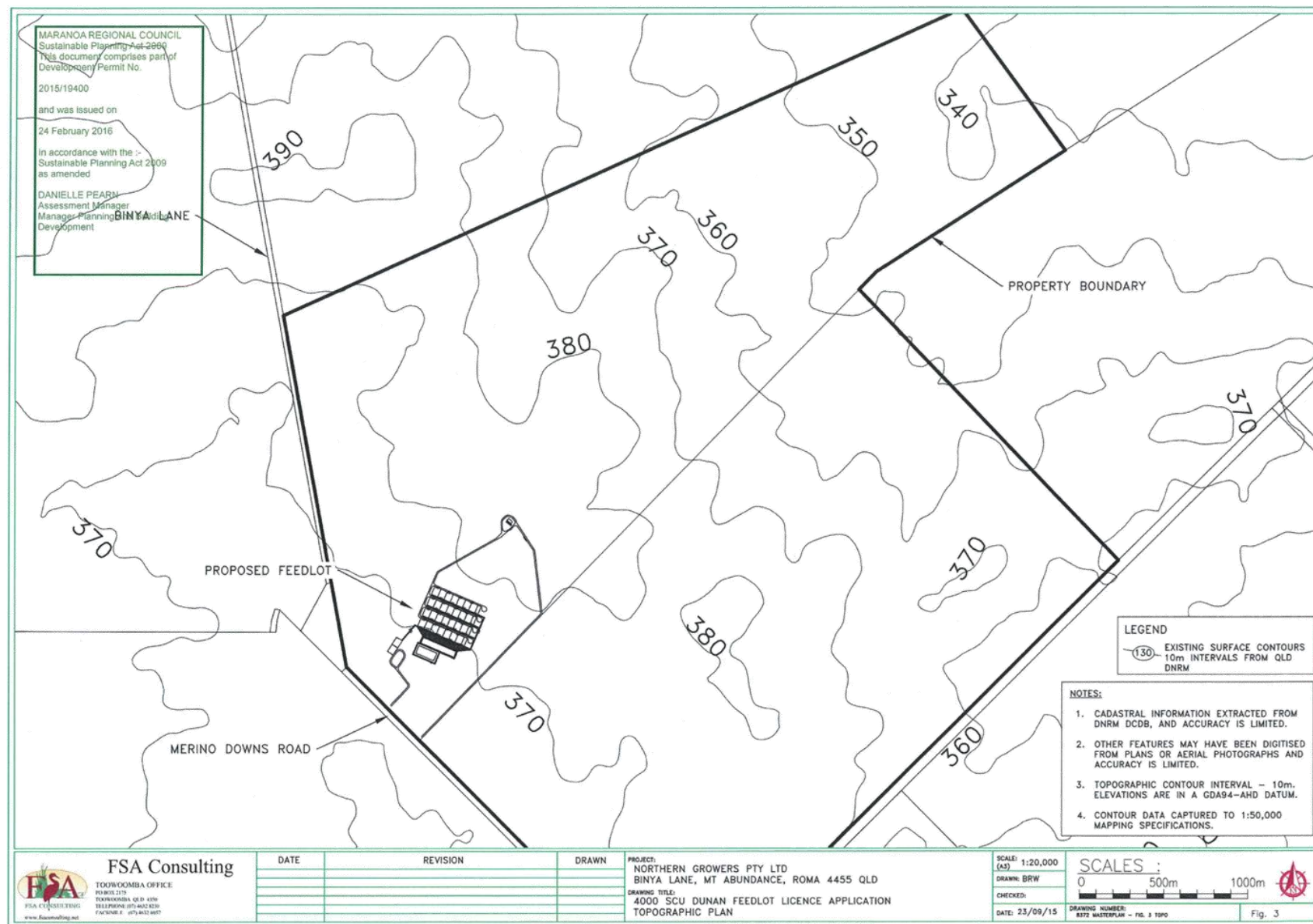
FSA Consulting
PO Box 2175
(11 Clifford St)
Toowoomba QLD 4350

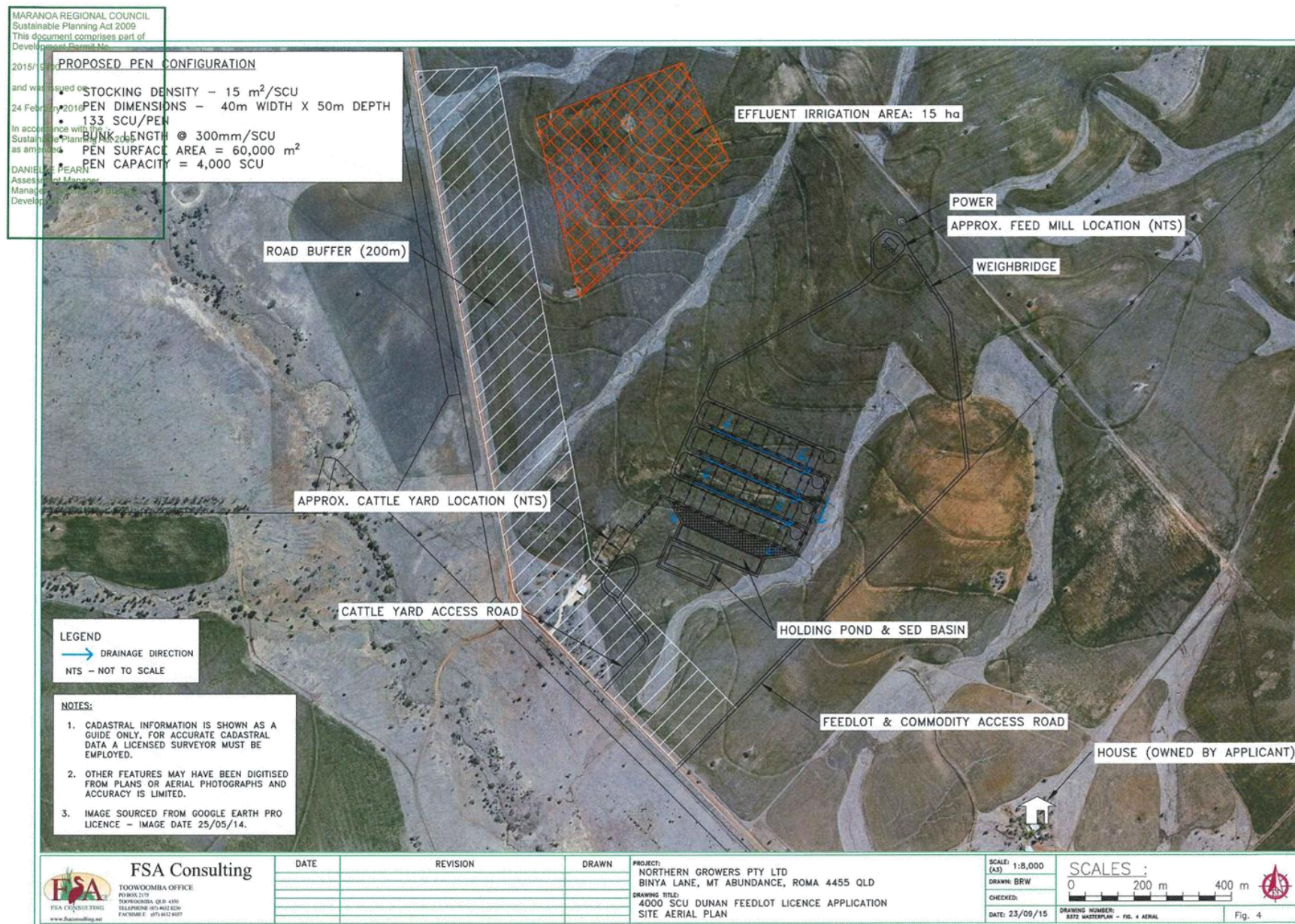
P: 07 4632 8230
F: 07 4632 8057
E: fsa@fsaconsulting.net

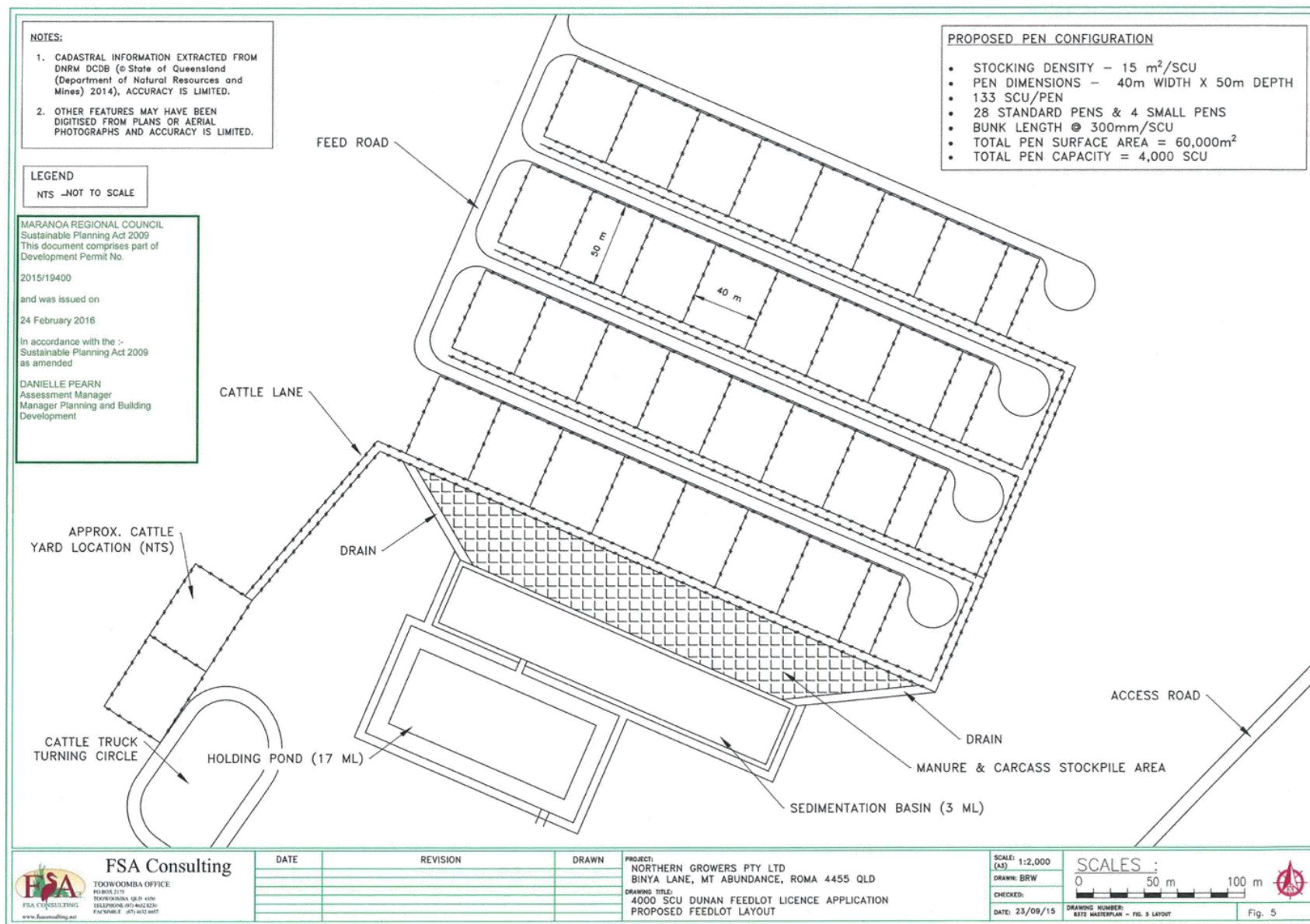
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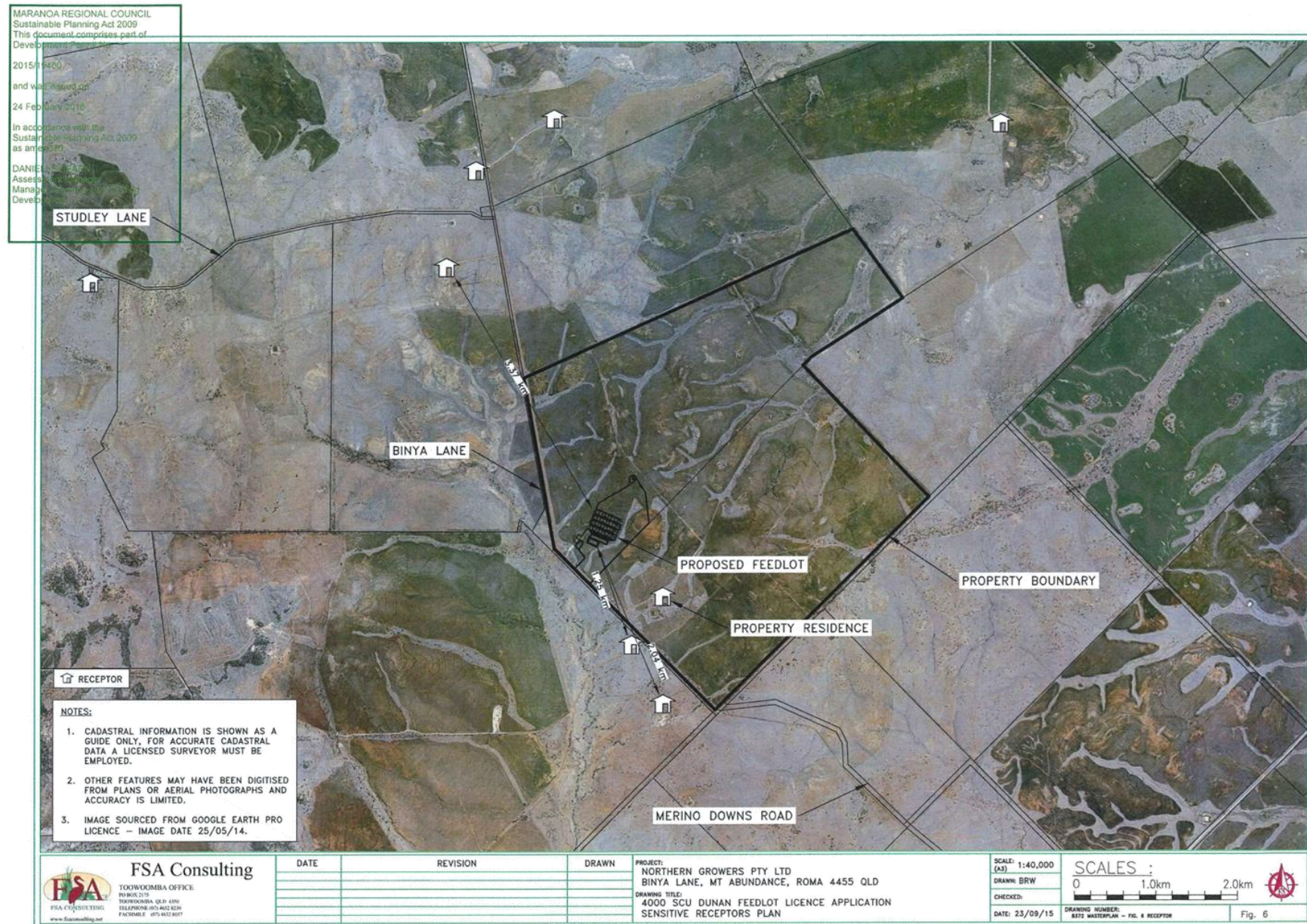


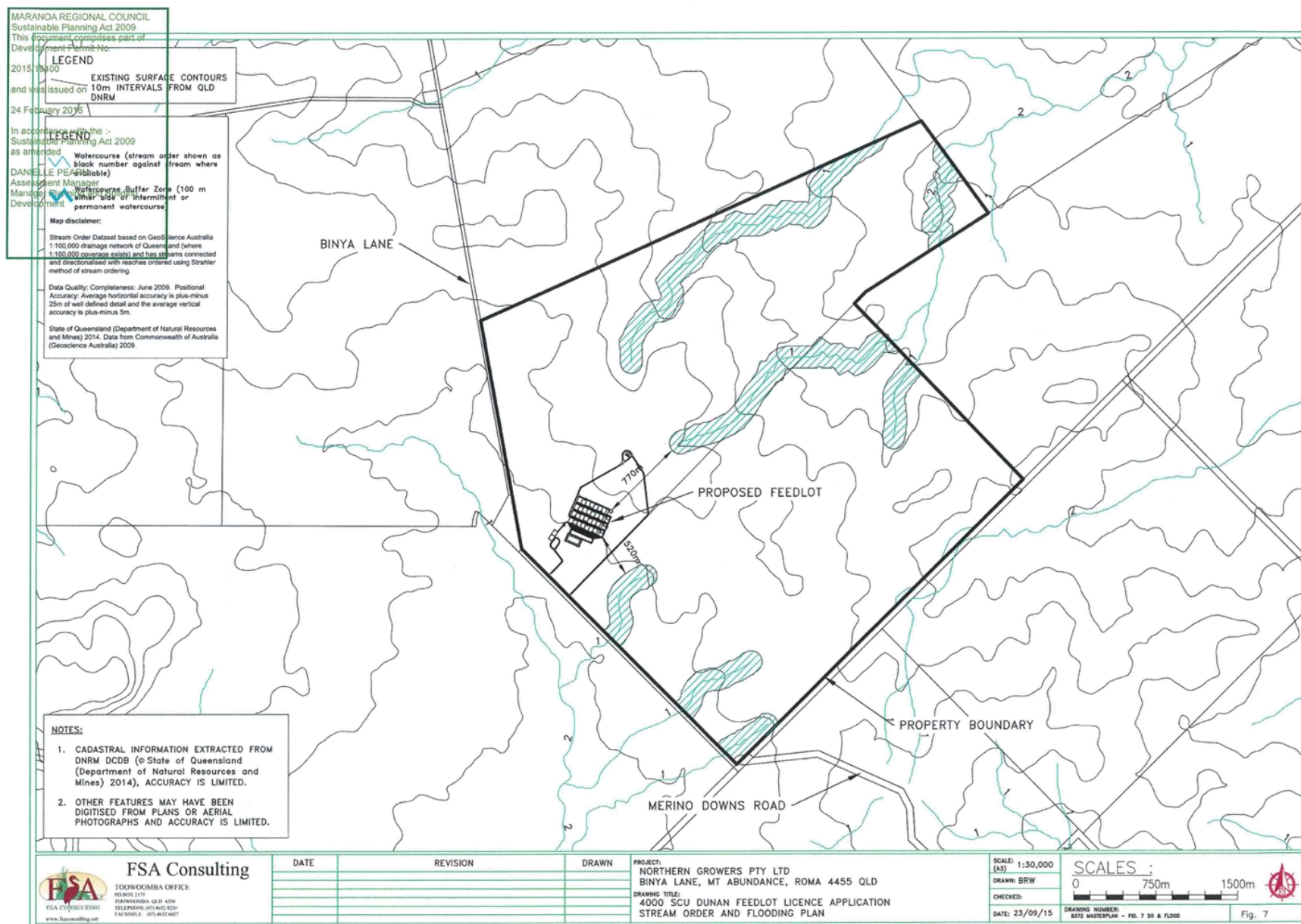


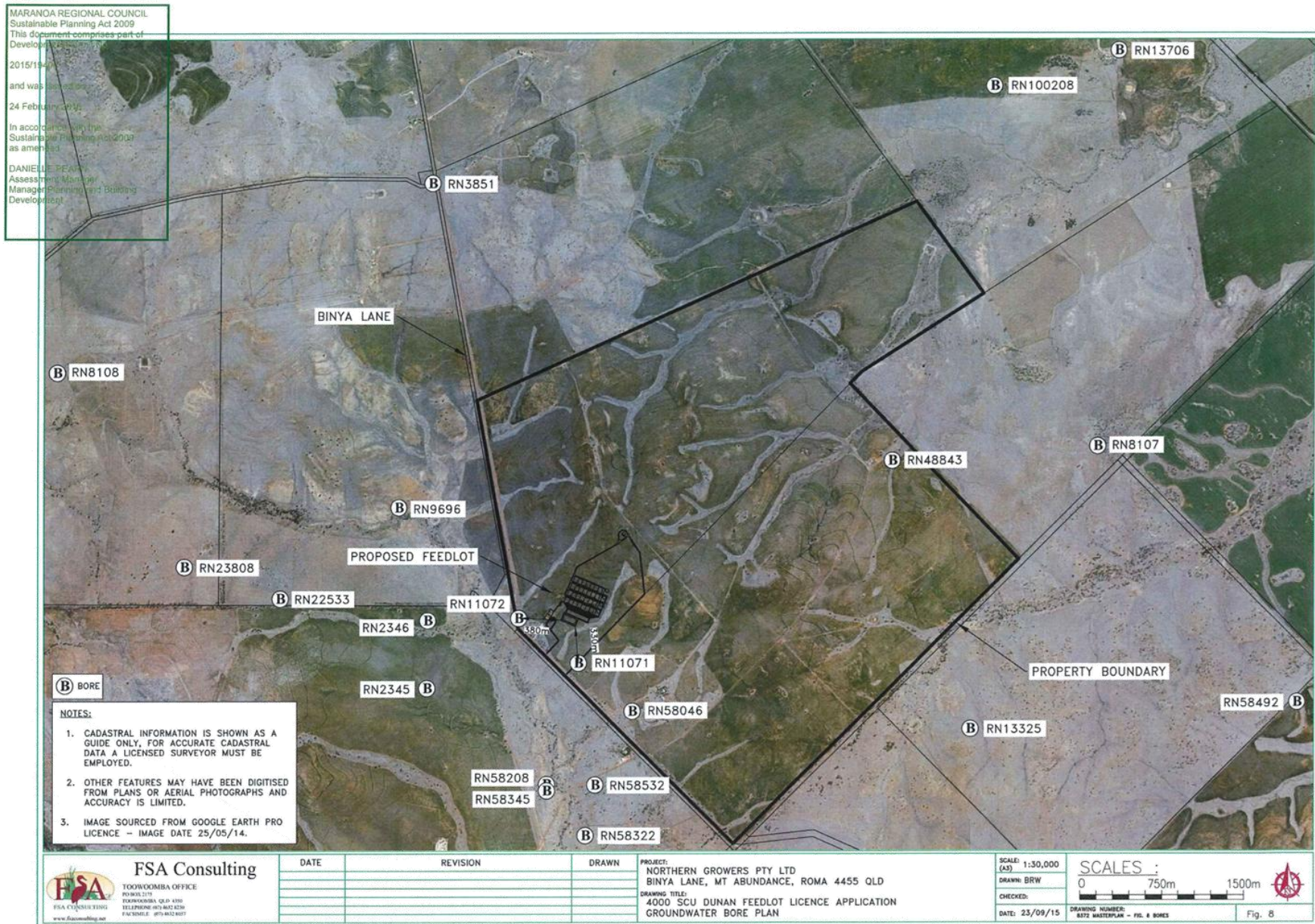


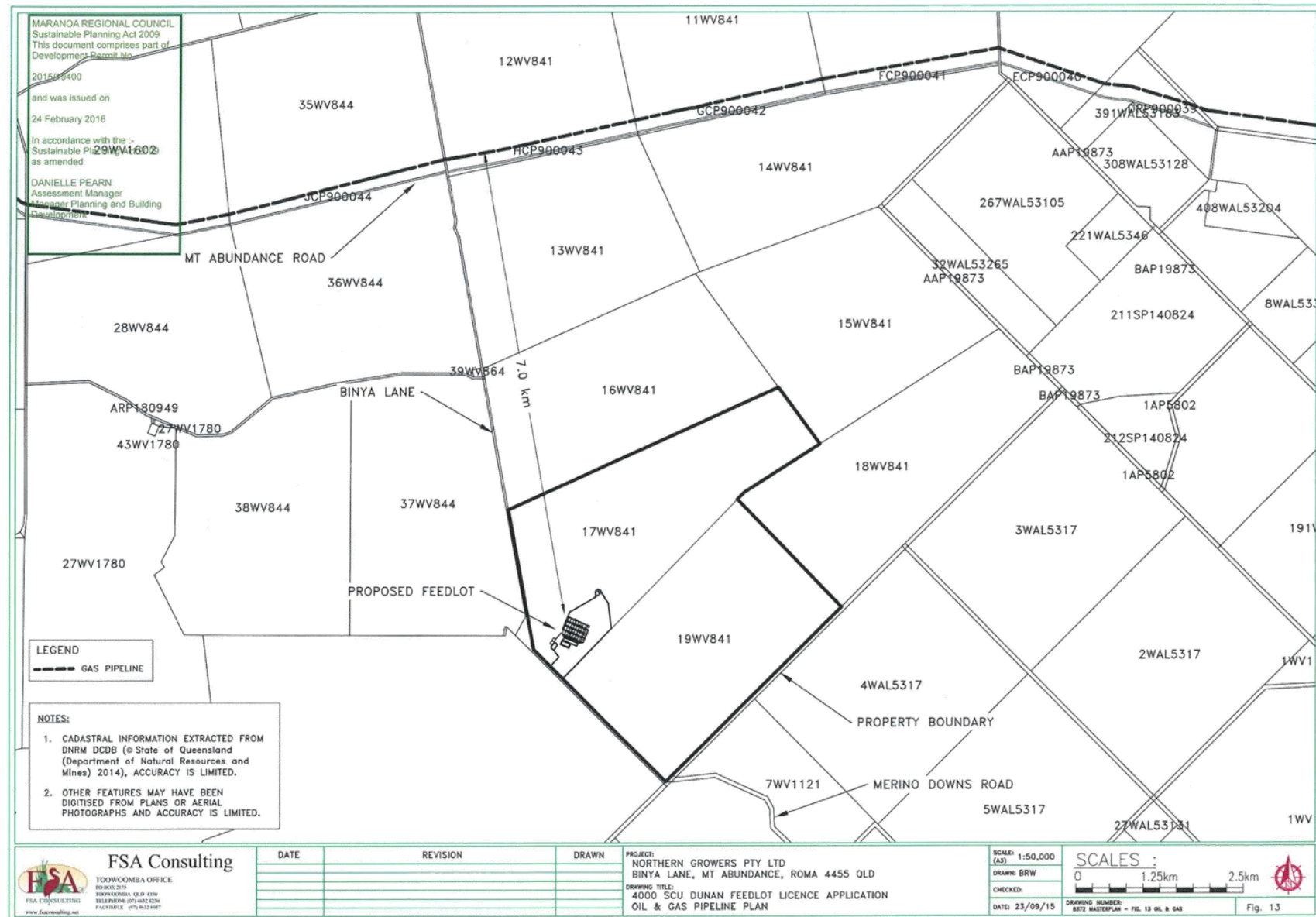


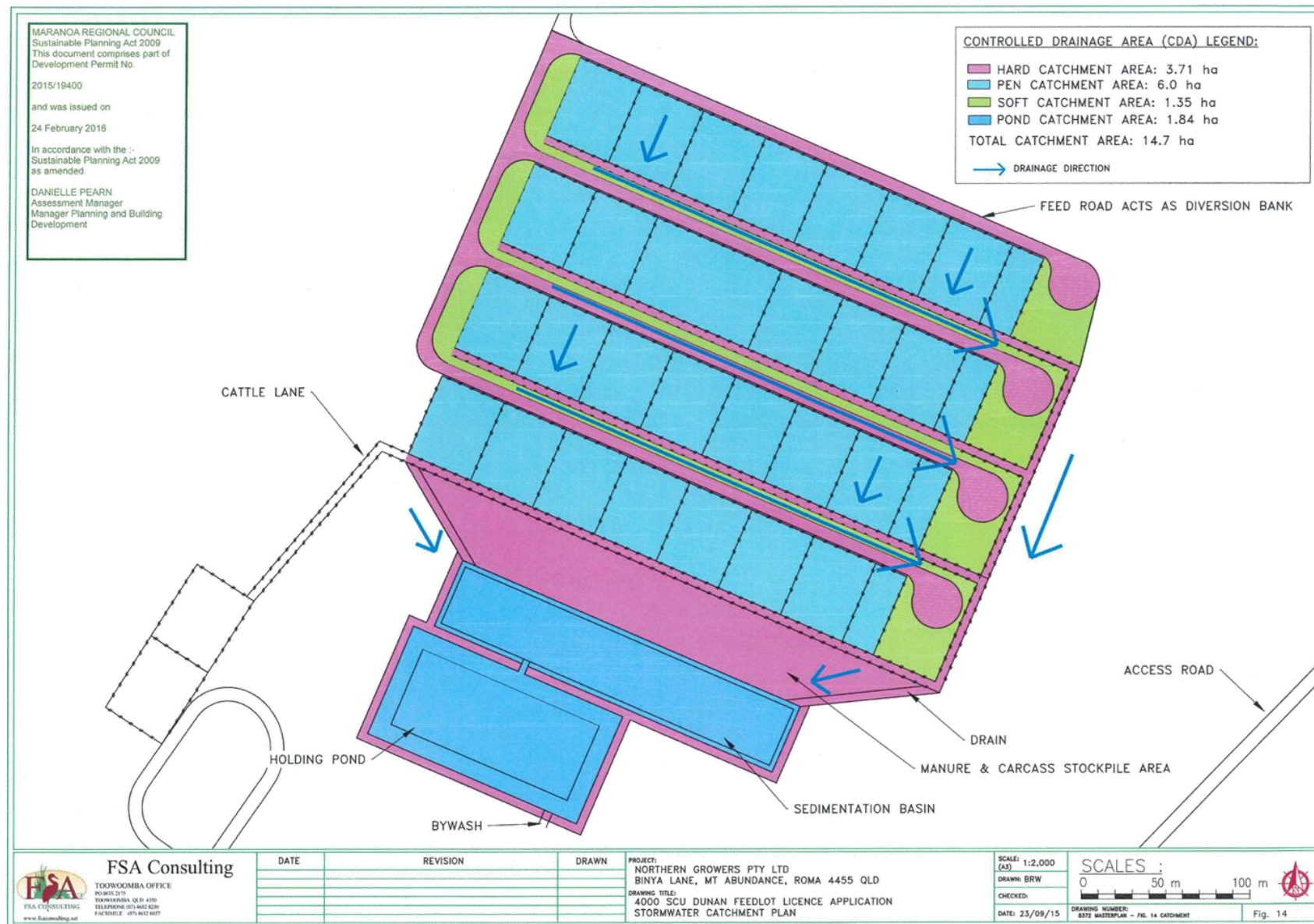












MARANOA REGIONAL COUNCIL

Sustainable Planning Act 2009
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of development plan.

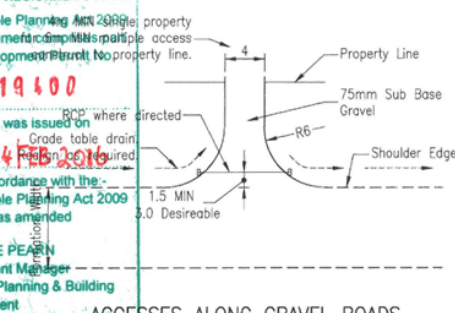
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24 FEB 2016

and was issued on
in accordance with the
Sustainable Planning Act 2009
as amended

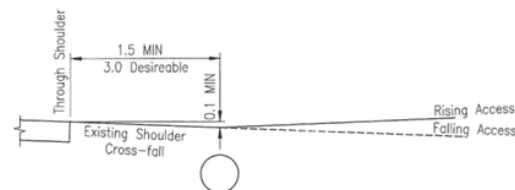
DANIELLE PEARNS
Assessment Manager
Manager Planning & Building
Development

ACCESSES ALONG GRAVEL ROADS

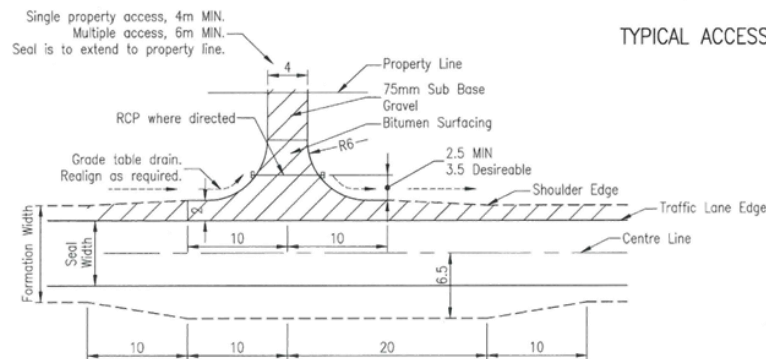
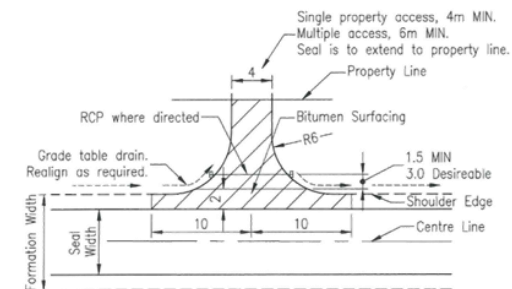


NOTES:

- Where culvert is required, engineering advice to be sought on appropriate pipe size for proposed driveway location.
- A road opening permit must be obtained from Council, seeking approval of location and levels prior to excavation or construction.
- Main Roads Approval is required where access is required to a Declared Main Road.
- Precast Endwalls/Wingwalls may be used. Precast sloping Headwalls to be used where culvert is $\leq 2.0\text{m}$ from the shoulder edge of road.
- Where appropriate, a suitably designed reinforced concrete invert for Vehicular access may be approved.
- All dimensions in metres.
- Guide posts to be provided in accordance with Manual of Uniform Traffic Control Devices Section 3.2.4.

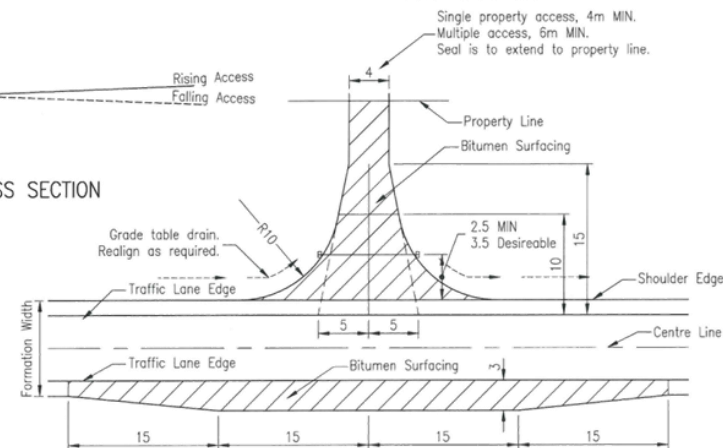


TYPICAL ACCESS CROSS SECTION

ACCESSES ALONG ROADS
ADT >300 VPD but <999 VPD

ACCESSES ALONG BITUMEN ROADS

ADT <300 VPD

ACCESSES ALONG ROADS
ADT >1000 VPD
(Refer also Main Roads Standards)

APPLICABILITY TABLE

Council	BSC	CHRC	GRC	LSC	MRC	RRC
Applicable	Yes	Yes	No	Yes	Yes	Yes
Applicable DWG	CMDG-R-040A					

REVISIONS	DATE
D GRC AND LSC ADDED	09/2014
C BITUMEN SURFACING & NOTE 7, AMENDED	03/2012
B MRC ADDED	04/2011
A POST AMALGAMATION REVIEW	01/2010

DISCLAIMER:
The authors and sponsoring organisations shall have no liability or responsibility to the user or any other person or entity with respect to any liability, loss or damage caused or alleged to be caused, directly or indirectly, by the adoption and use of these Standard Drawings including, but not limited to, any interruption of service, loss of business or anticipatory profits, of consequential damages resulting from the use of these Standard Drawings. Persons must not rely on these Standard Drawings as the equivalent of, or a substitute for, project-specific design and assessment by an appropriately qualified professional.

Capricorn Municipal Development Guidelines

Incorporating:
Banana Shire Council (BSC)
Central Highlands Regional Council (CHRC)
Gladstone Regional Council (GRC)
Livingstone Shire Council (LSC)
Maranoa Regional Council (MRC)
Rockhampton Regional Council (RRC)

RURAL ROAD ACCESS AND PROPERTY
ACCESS OVER TABLE DRAINS

ROADS STANDARD DRAWING CMDG-R-040
REV. A B C D

OFFICER REPORT

Meeting: Ordinary 10 July 2025

Date: 11 June 2025

Item Number: 14.3

File Number: D25/58072

SUBJECT HEADING: Booringa Heritage Museum - Management Deed

Classification: Open Access

Officer's Title: Leases and Agreements Administration Officer

Executive Summary:

Council has received a request from the Booringa Heritage Group Incorporated, to renew its agreement with Council for the use and operation of the Booringa Heritage Museum located at 4 Elizabeth Street, Mitchell.

Officer's Recommendation:

That Council:

1. Enter into a Management Deed with the Booringa Heritage Group Incorporated for a period of five (5) years, with the option to renew for a further five (5) year term, for the management of the Booringa Heritage Museum.
2. Authorise the Chief Executive Officer, (or delegate) to execute the necessary documentation.

Context (*Why is the matter coming before Council?*):

Council has received formal written correspondence from the Booringa Heritage Group Incorporated, requesting to renew their agreement with Council for the use of the Booringa Heritage Museum.

While the group has previously operated under a Commercial Tenancy Agreement, a Management Deed is now considered a more suitable arrangement for ongoing management of the museum.

Council is asked to consider this request.

Background (*Including any previous Council decisions*):

At the General Meeting held on 11 February 2015, Council considered the Booringa Heritage Group's request to extend the Commercial Tenancy Agreement for the Booringa Heritage Museum and surrounding grounds located in Elizabeth Street Mitchell.

The outcome from the meeting was that Council resolved as follows:

Resolution No. GM/02.2015/27

That Council enter into a tenancy arrangement with Booringa Heritage Group Inc for a period of five years, with the agreement to include the option to renew for a further five years.

Booringa Heritage Group Incorporated have operated under a Commercial Tenancy Agreement with Council since 2010 for the use and operation of the Booringa Heritage Museum located in Elizabeth Street, Mitchell.

At the Ordinary Meeting held on 27 May 2025. Council considered entering into a Commercial Tenancy Agreement with the group for use of the facility. Council laid the matter on the table to receive further advice regarding a more suitable agreement to manage the operation of the Booringa Heritage Museum.

Legal advice has been sought for the best suited agreement for the operation of the museum. Advice received recommended the use of a Management Deed (or management agreement) for the purpose of engaging a party to deliver the management and operations of the Booringa Heritage Museum on behalf of Council.

The Group has also requested an extended termination period of three years, in place of the standard 90-day notice period included in Council's leases and agreements. It is recommended that the agreement retain the standard 90-day termination clause, with the inclusion of an additional provision allowing the group to formally request an extension of time to vacate the premises, should a termination notice be issued. Council may then consider any such request on a case-by-case basis.

Council is asked to reconsider the request to enter into a Management Deed with the Booringa Heritage Group Inc.

Options Considered:

Alternative recommendation:

That Council:

1. Enter into a Management Deed with the Booringa Heritage Group Incorporated for a period of five (5) years, with the option to renew for a further five (5) year term for the management and operation of the Booringa Heritage Museum.
2. Notify the Booringa Heritage Group Incorporated that, in the event a termination notice is issued, the group may submit a formal request to Council for an extension of the vacate period, which will be considered on a case-by-case basis.
3. Authorise the Chief Executive Officer, (or delegate) to execute the necessary documentation.

Recommendation:

That Council:

1. Enter into a Management Deed with the Booringa Heritage Group Incorporated for a period of five (5) years, with the option to renew for a further five (5) year term, for the management of the Booringa Heritage Museum.
2. Authorise the Chief Executive Officer, (or delegate) to execute the necessary documentation.

Risks:

Risk	Description of likelihood & consequences
Decline the Request	May result in the loss of a cultural and tourism asset for Mitchell.

Policy and Legislative Compliance:

Nil

Budget / Funding (*Current and future*):

Council currently provides the following maintenance and operational support:

Annual pest control treatment
Annual gutter cleaning
Annual RCD testing
Firefighting equipment services
Electricity
Rates and Charges

Timelines / Deadlines:

The current Commercial Tenancy Agreement expires on 30 August 2025.

Consultation (*Internal / External*):

External – Booringa Heritage Group Incorporated – Secretary

External – McInnes Wilson Lawyers – Provide advice and prepare the Management Deed

Internal – Manager Facilities (Land, Building and Structures)

Strategic Asset Management Implications:

(If applicable, outline changes to whole of life costs and / or level of service)

Nil

Acronyms:

Acronym	Description
Nil	Nil

Addition to Operational or Corporate Plan:

Plan Description	Yes / No
Operational	No
Corporate	No

Link to Corporate Plan:

Corporate Plan 2023-2028

Corporate Plan Pillar 3: Connectivity

3.1 Quality, fit-for-purpose strategic facilities

Supporting Documentation:

- | | | |
|---|--|-----------|
| 1 | Management Deed - Booringa Heritage Museum - Booringa Heritage Group | L25/263 |
| 2 | Letter received from Booringa Heritage Group | D25/39342 |

Report authorised by:

Manager - Regional Facilities Management

Director - Corporate Services



MANAGEMENT DEED

MANAGEMENT OF BOORINGA MUSEUM

**MARANOA REGIONAL COUNCIL
(COUNCIL)**

**BOORINGA HERITAGE GROUP INC.
(PROVIDER)**

Level 23 Central Plaza One
345 Queen Street
BRISBANE QLD 4000
Tel: (07) 3231 0600
Fax: (07) 3221 2921
Our ref: TJS:185895

www.mcw.com.au

Brisbane
Maroochydore
Southport
Sydney
Canberra
Melbourne
Adelaide

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MANAGEMENT DEED

BACKGROUND

- A. Council has engaged Provider to provide the management and other Services in accordance with this document.
- B. Provider agrees to perform the management and other Services on the terms set out in this document.

GENERAL CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

The following definitions apply in this document:

Approvals means any licences, approvals, consents, checks (e.g. working with children checks), registrations, applicable standard, accreditations, orders, directions and instructions required or granted pursuant to any Law.

Associate means an employee, officer, agent, member, volunteer, contractor, sub-contractor, visitor, guest or invitee of a party.

Authority means:

- (a) a local, state or federal government;
- (b) a minister, department or agency of any government in paragraph (a);
- (c) a corporation, authority or body that is constituted under statute or regulation for a public purpose;
- (d) a holder of a statutory office for a public purpose, or a person charged with the administration of a law; or
- (e) a court, tribunal or commission constituted under statute or regulation.

Background IPR means Intellectual Property Rights that belong to or are licensed to a party prior to the Commencement Date or that are generated or acquired after the Commencement Date independently of this document.

Business Day means a day on which banks are open for retail banking, other than a Saturday, Sunday or public holiday at the Site.

Council means the party named as Council in Item 1 of the Particulars.

Commencement Date means the date stated in Item 2 of the Particulars.

Confidential Information means the following, whether written, electronic or in any other form:

- (a) the terms of this document;

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- (b) Intellectual Property that is not in the public domain;
 - (c) information, conversations, correspondence, emails and communications provided or occurring in connection with this document;
 - (d) information which is identified by a party as confidential;
 - (e) information which a party ought to know is confidential;
 - (f) information relating to a party's business interests, assets, methodology, processes, intellectual property, trade secrets, inventions and affairs;
 - (g) any thing created by a party which embodies or is derived from Confidential Information including all records, notes and copies;
 - (h) any thing created by a party in connection with this document; and
 - (i) all other information capable of protection in equity as confidential information,

but does not include information which is in the public domain. However, if Confidential Information enters the public domain because a party breached the terms of this document, it remains Confidential Information.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, action, investigation, prosecution, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Expiration Date means the date stated in Item 2 of the Particulars.

Further Term means the further term specified in Item 2 of the Particulars.

Good Faith means:

- (a) being fair, reasonable and honest;
- (b) doing all things reasonably expected by the other parties and by the document; and/or
- (c) not impeding or restraining the other parties' performance of this document.

GST has the meaning given by the GST Law.

GST Law has the meaning given to "GST law" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Income means any earnings, revenues, fees, income, takings, charges and/or similar generated, earned, derived or otherwise arising from or in connection with performing the Services at the Site.

Insolvency Event means, if the party is a company or body corporate, the party:

- (a) has an application made against it for an order that it be wound up;
- (b) has an order made against it that it be wound up;
- (c) resolves that it be wound up voluntarily;

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- (d) has an administrator appointed or executes a deed of company arrangement;
 - (e) enters into a compromise or arrangement with its creditors; or
 - (f) has a controller, managing controller, receiver or receiver and manager appointed in respect of any of its assets.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in a relevant Law.

Ipsso Facto Stay means any limitation on enforcement of rights or self-executing provisions in a contract, agreement or arrangement pursuant to sections 415D, 415F, 415FA, 434J, 434L, 434LA, 451E, 451G or 451GA of the *Corporations Act 2001* (Cth).

Item means a numbered item of the Particulars.

Law means any law in force, available, in effect or applicable within the jurisdiction of this document made by a relevant Authority including, without limitation:

- (a) principles in equity or at common law;
- (b) statutes, regulations or by-laws; and
- (c) any rulings, guidelines, directions, awards, standards or codes.

Loss means loss, damage, cost, expense or liability however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Moral Rights means:

- (a) a right of attribution or authorship;
- (b) a right not to have authorship falsely attributed;
- (c) a right of integrity of authorship; or
- (d) any other similar rights arising under any statute, including the *Copyright Act 1968* (Cth) or any other law including any law outside of Australia.

Particulars means Schedule 1 to this document containing details of the transaction between the parties.

Payments means the payments, fees and/or Income specified in Item 4 of the Particulars.

Policies means all policies, standards, codes and guidelines applicable to the operation of the Site from time to time including without limitation anything else adopted or required by Council or notified to Provider by Council as being applicable to this document.

Provider means the party named as Provider in Item 1 of the Particulars.

Representative means the person nominated by a party in Item 1 of the Particulars to be that party's representative for the purposes of this document or such as person nominated by a party from time to time (by notice to the other party).

Notice means a notice, demand, certificate, consent, approval, waiver or communication given under this document.

Services means the services and associated goods or equipment described in Item 5 of the Particulars.

Site means the place or places specified in Item 3 of the Particulars.

WHS Laws means the applicable Laws relating to work health and safety that apply to the Services.

1.2 Interpretation

This clause 1.2 specifies the rules for interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) The Background (if any) and headings are for convenience only and do not affect the interpretation of this document.
- (b) This document consists of Schedule 1, these General Conditions and any other annexures. If there is an inconsistency between the parts of this document, the part listed earlier prevails to the extent of the inconsistency.
- (c) A reference to:
 - (i) any Law or document is to that Law or document as amended, re enacted or replaced;
 - (ii) a party to this document, or a party to any other document or agreement, includes that party's executors, administrators, permitted substitutes and permitted assigns;
 - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
 - (iv) property includes real, personal and intangible property; or
 - (v) a clause, schedule or annexure is to a clause of, or schedule or annexure to, this document.
- (d) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (e) Every obligation of a party includes an obligation by the party to ensure compliance with the by each of that party's Associates.
- (f) Time is reckoned as follows:
 - (i) If a period expressed in days, beginning on a given day, act or event is provided or allowed for any purpose, the period is calculated by:
 - (A) excluding the day, or the day of the act or event; and
 - (B) including the day on which the purpose is to be fulfilled.

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- (ii) If a period expressed in weeks, months or years, beginning on a given day, act or event is provided or allowed for any purpose, the period is calculated from:
 - (A) the day, or the day of the act or event; until
 - (B) the corresponding day in the next appropriate week, calendar month or year.

2. TERM

The arrangement between the parties under this document will commence on the Commencement Date and, subject to clause 3 and any rights of termination, will continue until the Expiration Date.

3. RENEWAL FOR FURTHER TERM

- (a) Provider may renew this document for a Further Term by giving Council written notice not less than three (3) months and not more than six (6) months prior to the end of the current Term.
- (b) Council may refuse to renew this document for a Further Term by giving Provider written notice within 25 Business Days of receiving Provider's notice given under clause 3(a).
- (c) Any Further Term will be on the same terms as this document except that:
 - (i) the commencement date and expiry date will be the corresponding dates of the Further Term; and
 - (ii) the parties will negotiate and agree on the Fees that will apply for the Further Term.

4. PAYMENTS

In consideration of the performance of the Services by Provider will be entitled to the Payments.

5. LICENCE

- (a) Council grants to Provider a non-exclusive licence to access the Site during the term of this document for the sole purposes of performing the Services and discharging Provider's obligations under this document on the terms set out in this clause 5.
- (b) Provider must:
 - (i) keep the Site open for business during the core trading hours notified or required by Council from time to time and not open the Site for business outside the core trading hours without Council's Consent;
 - (ii) not do anything on the Site which Provider is not permitted to do under this document;
 - (iii) at all times observe the reasonable requirements notified by Council to Provider in connection with the use of the Site;

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- (iv) keep the Site in good repair and condition having regard to their state of repair and condition at the date Provider first occupies the Site excluding fair wear and tear, any damage not caused or contributed to by Provider or any structural /capital work;
 - (v) immediately notify Council of any damage to, accident at or defect in the Site;
 - (vi) ensure that no alcohol, tabaco product, vaping product or illicit substances are brought onto, consumed at, or sold at, the Site;
 - (vii) not carry out works to the Site without Council's consent and, at its own cost, comply with all conditions imposed by Council as part of its consent to the proposed works;
 - (viii) must not erect any signs or advertising at the Site without the prior written approval of Council which may be granted, refused or subject to conditions in Council's discretion;
 - (ix) not use Council's property for any purpose other than those for which they were designed;
 - (x) not overload, interfere with or obstruct access to any services;
 - (xi) not do anything which causes or may cause annoyance, nuisance, damage, disturbance or obstruction to Council;
 - (xii) not hold any auction, bankrupt or fire sale on the Site;
 - (xiii) keep the Site clean and free of accumulated rubbish, pests and vermin;
 - (xiv) ensure the Site is securely locked and fastened at all times when the Site is not occupied; and
 - (xv) provide keys only to Provider's employees and must keep current a list of the recipients of keys and provide that list to Council immediately on request.
- (c) Provider uses the Site at its own risk. Council is not liable for damage to or theft of Provider's property or injury to or death of any person occurring on the Site save to the extent that the loss, damage or injury is caused by the deliberate act or negligence of Council.
 - (d) Council gives no warranty that the Site is suitable for the Services or any purpose or use.
 - (e) Council or its Associates may enter the Site for any purpose at any time on giving Provider prior notice.
 - (f) The rights conferred on Provider under this clause may not be assigned or sublicensed and do not confer on Provider any estate or interest in the Site.
 - (g) When this document ends for any reason, Provider must promptly yield up the Site and make good any damage. Any property, fixtures or fittings remaining in the Site at the end of this document will be considered abandoned and may be disposed of

or sold by Council in its discretion and Council will not be liable to Provider for any cost or loss incurred by Provider.

6. EXPENSES & OUTGOINGS

- (a) Provider is responsible for payment (on time) of all costs and expenses (including without limitation travelling, motor vehicle, separately supplied services, internet, telephone, salaries, employee entitlements and payroll tax expenses) incurred by Provider in its performance of the Services unless specifically stated otherwise in any part of this document.
- (b) Council is responsible for the reasonable usage costs of water, electricity and rates in respect of the Site provided always that Provider will be responsible for any usage deemed by Council to be excessive deemed excessive by Council.

7. SERVICES

7.1 Performance

Provider will perform the Services in strict accordance with this document and must ensure that it:

- (a) provide the Services at the Site as directed by Council;
- (b) operate the Site under the name required by Council;
- (c) provides the Services to the best of its skill and ability and for the benefit of Council;
- (d) carries out and complies with all reasonable and Lawful directions given by Council;
- (e) provides the Services carefully, diligently, and in an efficient and businesslike manner in accordance with the highest professional standards applying to the Services;
- (f) acts with the utmost Good Faith in all dealings with Council;
- (g) will act fully in compliance with all relevant Laws, Authorities and any required Approvals;
- (h) carries out the Services out in a timely manner;
- (i) must keep to an absolute minimum any disruption, interference, noise or disturbance caused by the performance of the Services;
- (j) provides the Services in accordance with the policies, rules and procedures of Council; and
- (k) will be keep full and accurate records in respect of the Services and this document including records as required by Council.

7.2 Time for performance of Services

- (a) The Services must be performed during as stated in the Particulars or any term or schedule of this document.

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- (b) The days and times during which the Services are to be provided may be varied by Council from time to time in consultation between with Provider.
 - (c) If Provider becomes aware of any matter or circumstances which may change or delay the performance of the Services, it will advise Council immediately.

7.3 Provider Responsible for Visitors

- (a) Provider may refuse to admit to, and must evict from, the Site visitors and any other persons at any time who Provider believes:
 - (i) may cause disruption at the Site or to the enjoyment of other visitors;
 - (ii) may be affected by any substance; or
 - (iii) may pose a health or other risk to any persons or to the Site.
- (b) Provider must maintain a register of all incidents or refusal of entry or eviction of visitors or other persons at the Site which must be promptly made available to Council on request.

7.4 Social media

- (a) Provider must not make any public announcements in respect of Council or any aspect of this document or the Services via social media such as Facebook or Twitter without the prior written approval of Council.
- (b) Provider must moderate social media in respect to this document by:
 - (i) regularly monitoring official social media applications administered by Provider;
 - (ii) exercising responsible management of external comments prior to them being made public and any derogatory comments are to be removed immediately on Provider becoming aware of such comments; and
 - (iii) Provider must have all its comments involving Council approved by Council prior to posting on social media.

7.5 Cleanliness of the Site

- (a) Provider must ensure that the area of the Site in the immediate vicinity of where the Services are being performed is kept clear and free of rubbish, materials and equipment at all times and left clean, tidy and free from rubbish, equipment and surplus material at the end of its performance of the Services on any given day.
- (b) Provider's rubbish is to be removed from the Site by Provider whenever it completes any of the Services or, at least, at the end of each day.

7.6 Council Policies

Provider must familiarise itself and abide by all of Council's Policies relevant to the performance of the Services or any obligation under this document which are made available from time to time by Council (including via its website).

7.7 Provider to Act in Support of Council's Obligations

- (a) Council may direct Provider and its Associates to do or not do any thing in connection with the performance of the Services required in order to allow Council to comply with any Laws or discharge its duties as an Authority. Any such direction must be complied with in the timeframe reasonably specified by Council.
- (b) Provider must not, and ensure that its Associates do not, intentionally or carelessly do anything that directly or indirectly may impair or is likely to impair the good name and reputation of Council in connection with the performance of the Services or this document.

7.8 Coordination with other Providers

Where relevant, Provider is to use its best endeavours to coordinate and liaise with other providers or contracts of Council to provide continuity of service, minimise disruption to Council's business and prevent delays to the other providers or contractors.

8. ASSESSMENT OF PERFORMANCE**8.1 Reviews**

Provider must, on request by Council, participate in a review of the performance of Provider of its obligations under this document. Such reviews will occur at least quarterly but otherwise as Council deems appropriate.

8.2 Reports

- (a) Provider will provide Council with written reports on the delivery of the Services or any matters relevant to this document:
 - (i) monthly;
 - (ii) on receiving a written request from Council; or
 - (iii) as otherwise required in this document.
- (b) Where permissible by Law, Provider will provide Council with copies of any reports or correspondence with any relevant Authorities.

8.3 Inspections

- (a) Provider must, on request, permit Council and/or any relevant Authority to access and inspect the Site for the purposes of ensuring compliance with this document and applicable Laws.
- (b) The parties must use their best endeavors to ensure that a representative from Council must be present for any inspections carried out by any Authority.

8.4 Key Performance Indicators

- (a) Council may from time to time notify Provider (in writing) of key performance indicators against which Council will assess the standard and quality of performance of the Services by Provider as well as the quantitative data or qualitative criteria to which Council proposes to have regard in making that assessment.

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- (b) Provider acknowledges that:
 - (i) it is a condition of this document that Provider achieve the key performance indicators to Council's satisfaction; and
 - (ii) the key performance indicators (or anything done in connection with them) do not reduce or abrogate any other obligation of Provider under this document.

8.5 Rectification of Complaints

- (a) Provider must efficiently receive, collect, record all complaints or notices that relate to performing the Services.
- (b) Provider must investigate and attempt to resolve all complaints received from any source within five (5) Business Days of receiving the complaint in accordance with all Policies.
- (c) All complaints are to be reported to Council and may be further investigated by Council and its Associates.

9. PROVIDER'S ASSOCIATES & VISITORS

9.1 Associates to be identified

- (a) Provider must submit to Council a list of names of all of its Associates to be engaged in the performance of the Services as well as copies of current Approvals permitting its Associates to assist with the provision of the Services (where such Approvals are required by Law).
- (b) Provider will, as far as is practical, retain the same Associates to perform the Services during the term of this document and promptly notify Council of any changes to those Associates.
- (c) Council may direct Provider as to the minimum standards of cleanliness, repair and presentation of uniforms, clothing, identification, personal protection equipment and safety equipment that is acceptable with respect to Provider's Associates performing the Services.

9.2 Provider Responsible for Associates

- (a) Observe all Laws pertaining to its Associates including without limitation with respect to employee entitlements and the requirements of all anti-discrimination Laws.
- (b) Provider is responsible for the safety and conduct of its Associates and must ensure at all times that they:
 - (i) conduct themselves in a civil, obliging and inoffensive manner;
 - (ii) perform the Services with as little noise, disturbance and interference as is possible;
 - (iii) at all times act in Good Faith and do not do any act or make any omission which is likely to bring discredit upon Council;

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- (iv) carry out their duties at all times competently and with as little inconvenience and disturbance to others as possible, and without causing any nuisance;
 - (v) comply with all current Policies and/or health protocols that apply to the Site (whether stipulated by Council or required by any Authority, Approval or Law); and
 - (vi) be neatly dressed in appropriate working attire.
- (c) At the request of Council, Provider will remove from the Site or the Services any of its Associates:
- (i) who Council considers is affected by any substance;
 - (ii) who may pose a health or risk to any persons;
 - (iii) who in the opinion of Council is incompetent or otherwise unsuitable; or
 - (iv) whose behaviour is unsatisfactory,
- and such Associates must not perform the Services at any time thereafter without the prior consent of Council.
- (d) Provider warrants that its Associates are competent, experienced, appropriately skilled and trained in their individual duties in connection with providing the Services.
- (e) Provider must ensure that its Associates possess the necessary qualifications and Approvals as required by any Authority or Law.

10. PROVIDER'S PROPERTY, PLANT & EQUIPMENT

- (a) Provider will ensure that all of its plant and equipment being used in the performance of the Services:
- (i) complies with all applicable Laws;
 - (ii) complies with this document documents;
 - (iii) are suitable for the purpose for which they are to be used;
 - (iv) are at all times maintained in good repair and in a clean condition; and
 - (v) is recorded in a current and up-to-date registry (which must be promptly provided to Council on request).
- (b) If Council considers that any item of Provider's plant and equipment is defective or not fit for purpose, Council may give notice to Provider requiring Provider to address the deficiency in the manner stipulated in that notice. Provider must comply with a notice given under this clause.
- (c) Provider remains liable for all risks associated with the provision and use of its property (including without limitation any equipment) whilst on the Site.

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- (d) Council reserves the right to remove Provider's property from the Site without prior consultation with Provider, and without recourse to Provider, if it determines that such property does not meet the requirements of this document or of any Policies.
 - (e) Provider acknowledges that Council is not responsible for any Loss or damage to the property or equipment of Provider or its Associates which is brought to the Site.
 - (f) Provider will release and indemnify Council in respect of all Claims by Provider and its Associates for theft, Loss or damage of property or equipment.

11. PERSONAL PROPERTY SECURITIES

Provider must not:

- (a) create any security interest or lien over any personal property that Council has an interest in (other than security interests granted in favour of Council); or
- (b) permit any of Council's personal property to become an accession to or commingled with any asset.

12. COMPLIANCE WITH LAWS & APPROVALS

12.1 Generally

- (a) Provider must promptly, at its own expense:
 - (i) obtain all necessary Approvals in connection with the Services and/or access to the Site;
 - (ii) comply with all Laws, Approvals and the requirements of any relevant Authority when performing the Services, and perform the Services in a safe and satisfactory manner;
 - (iii) notify Council of any circumstances that may affect Provider's ability to comply with clause 12(a);
 - (iv) promptly provide Council with copies of any Approvals (and any related documents) when granted, renewed, varied, or when requested by Council.
- (b) Provider must not do anything that may or actually causes Council to be in breach of any Law, Approval or requirement of any relevant Authority.
- (c) Without limiting the effect of clause 12(a), Provider and its Associates must possess the necessary Approvals and qualifications, as required by any relevant Authority or under any Law to provide the Services at the Site.
- (d) Provider indemnifies Council and its Associates in respect of any Loss or damage resulting from its failure to comply with the provisions of this clause 12.

12.2 Privacy and Personal Information

If Provider collects or has access to personal information in order to provide the Services, Provider must:

- (a) comply with all privacy Laws in relation to the discharge of its obligations under this document;

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- (b) not use or disclose personal information other than for the purposes that the personal information was supplied, unless required or authorised by Law;
 - (c) not transfer personal information outside of Australia without the consent of the owners of the relevant personal information;
 - (d) ensure that access to personal information is restricted to those of Provider's Associates who require access in order to perform their duties; and
 - (e) comply with such other privacy and security measures as Council reasonably advises Provider in writing from time to time.

12.3 Work Health and Safety

Provider:

- (a) acknowledges that Provider owes obligations under WHS Laws;
- (b) must comply with, and ensure that Provider's Associates and all other persons for whom Provider is responsible or over whom Provider is capable of exercising control while providing the Services comply with all WHS Laws;
- (c) without limiting its obligations under this clause 12.3 or the specific work health and safety requirements described in the Services, Provider:
 - (i) must carry out all appropriate risk assessments relevant to the Services being provided and, where any relevant risks are identified, take appropriate steps to eliminate, control or manage these risks so far as is reasonably practicable. Provider agrees to give copies of any documents and any amendments or updates about these steps to Council when requested;
 - (ii) must monitor the work being conducted when providing the Services and ensure that appropriate risk assessments, safe work method statements and changes to safety management plans or other documents are implemented to take account of the work activities being conducted, new risks which are identified or any reported safety incidents which have occurred and that these are communicated to workers and other persons affected by work undertaken throughout the provision of the Services;
 - (iii) must provide evidence to Council upon request that work health and safety matters are being properly managed, including information about any work health and safety assessments or audits;
 - (iv) must notify external agencies about any work health and safety incidents that arise as part of providing the Services as required by Law, including to immediately notify the relevant emergency response services as required in the circumstance (by telephoning '000') particularly where urgent medical attention is required;
 - (v) must report any work health and safety Incidents that arise as part of providing the Services to Council as soon as possible where the incident involves a fatality or a serious illness or injury, or otherwise within 24 hours (including incidents that are a 'near-miss');

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- (vi) must keep a list of details for all work health and safety Incidents that arise as part of providing the Services, which must be made available to Council upon request;
 - (vii) must provide Council with a copy of any work health and safety investigation reports created by or on behalf of Provider following any incidents (including any 'near-miss') that arise out of or in connection with the Services and, where directed by Council, conduct or cooperate with work health and safety investigations into any incidents (including 'near-miss') that arise out of or on connection with the Services;
 - (viii) must train and instruct its Associates and other persons to whom Provider owes a duty under the WHS Laws with respect to protocols and procedures which will ensure, so far as is reasonably practicable, the health and safety of those persons is not put at risk by activities conducted in providing the Services;
 - (ix) must not allow alcohol to be consumed by anyone in or near the edge of the any pool facilities or water courses on the Site;
 - (x) acknowledges and agrees that, under the WHS Laws, where Provider has an obligation to coordinate, cooperate and consult with other duty-holders in respect of work health and safety matters relating to the provision of the Services, Provider must comply with that obligation; and
 - (xi) must, prior to carrying out any work as part of the Services for which an Approval is required under the WHS Laws, provide a copy of the relevant Approval to Council.

13. INTELLECTUAL PROPERTY

13.1 Background IPR

- (a) The Background IPRs of each party will remain vested in each of them (or the relevant third parties). There will be no assignment of Background IPRs to the other party.
- (b) Council grants Provider a non-exclusive, revocable, royalty-free and non-transferable licence to use Council's Background IPR during the term of this document solely for the purpose of, and only to the extent required in connection with, performing the Services.

13.2 Creation of new Intellectual Property Rights

- (a) Council owns all Intellectual Property Rights which arise, subsist or are created as a result of Provider performing this document.
- (b) To the extent that Provider holds any right or interest in any part of Council's Intellectual Property Rights, Provider assigns those rights to Council on creation or, where those rights are not capable of being assigned, Provider grants to Council a perpetual, non-exclusive, royalty free, transferable, unlimited, infinitely sublicensable and irrevocable licence to use such rights or interests on and from the date of their creation.

13.3 Moral Rights

Provider consents, in favour of Council and Council's Associates, licensees, assigns, successors in title and any person authorised by Council, to any activity the performance of which otherwise infringes the Moral Rights of Provider in any Intellectual Property Rights under clause 13.2.

13.4 Knowhow

Each party will be able to reuse techniques, ideas, concepts and know-how which are developed or they become aware of in connection with the performance of the Services provided that, in doing so, there is no infringement of the Intellectual Property Rights of any party or breach of any confidentiality obligations.

14. PROVIDER TO MAINTAIN RECORDS

- (a) Provider will keep full and accurate records in respect of the Services as reasonably required by Council from time to time including records that:
 - (i) detail the types and volumes of visitors and enquiries received at the Site;
 - (ii) relate to the compliance with all Laws and Approvals;
 - (iii) relate to the requirements of any Authorities;
 - (iv) Council requests to be kept from time to time;
 - (v) related to notices issued under this document; and
 - (vi) related to the renewal, variation, expiry and conditions of Approvals.
- (b) Provider is to maintain copies of the records specified in 14(a) until the later of the following dates:
 - (i) five (5) years after the end of this document; or
 - (ii) the date required by any Law or Approval.
- (c) Provider must, within ten (10) Business Days of receiving a request by Council or any relevant Authority:
 - (i) promptly provide access to its records kept pursuant to this clause 14;
 - (ii) provide Council with access to Provider's premises to review Provider's records kept pursuant to this clause 14; and/or
 - (iii) acting reasonably, produce any reports required by Council.

15. INDEMNITY

To the extent permitted by Law, Provider releases, holds harmless and indemnifies Council and its Associates against any and all Claims and Losses:

- (a) resulting from Provider's failure to comply with the provisions of this document;

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- (b) resulting from a failure to comply with the warranties given by Provider under this document;
 - (c) damage to or destruction of property of Council or any other party; and
 - (d) Claims by any person against Council or its Associates in respect of personal injury, death, Loss or damage to any property arising out of or relating to Provider or its Associates carrying out the Services, or failure to carry out the Services, under this document.

16. INSURANCE

- (a) All times during the term of this document, Provider must take out the following insurances:
 - (i) a **public liability insurance policy** for an amount of not less than \$20,000,000 that is on a 'claims occurring' basis and otherwise on terms acceptable to Council and which covers, in relation to the Services, Provider, Council and the Associates of each party.
 - (ii) a **workers' compensation insurance policy** as required by the relevant Law and which must cover the liability of Provider, for death or injury to persons employed by Provider, at common law or under any relevant Law ensuring always that the limit of cover is at least the minimum amount required by the relevant Law; and
 - (iii) such other insurances associated with the provision of the Services or as reasonably requested by Council (e.g. third-party motor vehicle insurance that may affect the provision of the Services).
- (b) Provider must ensure that any of its third-party Associates that assist in delivery of the Services must have appropriate and current public liability insurance not less than the amount required to be held by Provider under this document.
- (c) Provider must:
 - (i) provide evidence of the requisite insurance policies to Council prior to commencement of the Services;
 - (ii) maintain all relevant insurance policies until the conclusion of this document or any extension of this document; and
 - (iii) not modify, amend or cancel an insurance policy arranged in accordance with this document unless Council has provided written consent of the proposed modification, amendment or cancellation.

17. SUSPENSION OF PART OF THE SERVICES

- (a) In the event of any part of the Site becomes inoperative, or Services cannot be performed, due to any event outside the control of the parties (including without limitation fire, explosion, epidemic/pandemic, other accidental cause, decision of an Authority, labour dispute of Law), Council in its absolute discretion may suspend, either permanently or temporarily, the performance of the Services or any part of the Services.

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- (b) In the event of suspension of the Services (or part of the Services) Provider is not entitled to payment or to make any Claim for any Fees, costs or Losses (including without limitation loss of profit or loss of opportunity) in respect of any suspension of the Services that have not been performed at the time of the suspension.

18. WARRANTIES

18.1 Mutual warranties

Each party warrants that:

- (a) it is validly existing under the Laws of the place of its incorporation and has the power and authority to carry on its businesses; and
- (b) it has the power to enter into and perform its obligations under this document.

18.2 General Provider warranties

Provider represents and warrants that:

- (a) in entering into and performing its obligations under this document it has not breached, and will not:
 - (i) be in breach of, any relevant Law;
 - (ii) infringe any person's rights (including Intellectual Property Rights and Moral Rights); or
 - (iii) misuse any person's Confidential Information;
- (b) there is no current, pending or threatened litigation, arbitration, investigation, inquiry or proceeding in which it is involved or that may have a materially adverse effect on its ability to perform its obligations in accordance with this agreement; and
- (c) it has all necessary Approvals to enter into this agreement and perform the obligations under it.

18.3 Provider's acknowledgments

Provider acknowledges and agrees that it has evaluated all aspects of this document, that it may not be the exclusive provider of the Services or similar services to Council and has the capability and expertise to provide the Services.

19. TERMINATION

19.1 Termination for convenience

Either party may terminate this document at any time by giving not less than ninety (90) days written notice to the other party.

19.2 Termination for default

The procedure for termination due to default is the following:

- (a) If a Party is in default (**Defaulting Party**) of any of its obligations under the document, the other party (**Innocent Party**) may give notice in writing to the Defaulting Party (**Default Notice**).

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- (b) A Default Notice must:
 - (i) describe the default; and
 - (ii) require that the default be remedied; and
 - (iii) state that it is a notice given under this subclause.
 - (c) If the Defaulting Party fails to rectify or make a substantial start to rectify the default within 10 Business Days of receipt of such notice, then the Innocent Party may immediately terminate this document by giving the Innocent Party written notice of termination. Such notice must state that it is a notice given under this subclause.
 - (d) If the default is not capable of remedy, the Innocent Party, at its absolute discretion and without prejudice to any other Claim for damages, may immediately terminate this document by giving Provider written notice of termination. Such notice must state that it is a notice given under this subclause.

19.3 Grounds for immediate termination

It shall also be a ground for default and immediate termination by either party if the other party experiences an Insolvency Event (subject to any Ipso Facto Stay).

19.4 Payment following termination

Provider is not entitled to payment from Council for and consideration, cost, Loss, loss of profit or loss of opportunity for the Services that have not been performed at the time of termination of this document.

20. TRANSITION-OUT SERVICES

To ensure continuity and orderly transition of responsibility for the Services and the Site, at the end of this document for any reason Provider must:

- (a) comply with any requirements of any Authority or Law;
- (b) if requested by Council, continue to perform, for a period of up to twelve (12) months following the end of this document, part or all of the Services and any related activities;
- (c) assist with the orderly transition to Council or a third party engaged by Council of the occupation of the Site and performance of the Services;
- (d) do acts and things and execute deeds, documents and instruments reasonably requested by Council to facilitate the transition of the Services; and
- (e) comply with Council's reasonable direction to facilitate the transition of the Service including providing information and assistance.

21. RETURN OF PROPERTY

- (a) Upon the expiry or termination of this document, Provider will:
 - (i) Provider will return to Council any property, documentation, records, Intellectual Property or Confidential Information which is the property of Council;

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- (ii) Provider will remove all of its property, plant and equipment from the Site; and
 - (iii) Council may treat any property, plant and equipment of Provider not removed from the Site as abandoned by Provider and may deal with it as Council deems appropriate including without limitation to dispose or sell it without having to account to Provider for any proceeds of doing so.

22. CONFIDENTIALITY

- (a) The parties acknowledge and agree, subject to clause 22(c), not to divulge the Confidential Information to any third party without the prior consent in writing of the other party.
- (b) When the parties consent to disclosure of Confidential Information they must ensure that the authorised recipient is advised of the confidential nature of the information and of the fact that it may not be divulged without the prior consent in writing of all parties.
- (c) The parties may (without consent of the other) disclose the Confidential Information (to the extent reasonably required):
 - (i) if required by any Law, Approval or Authority having jurisdiction;
 - (ii) to the extent necessary to allow the parties to carry out their obligations and exercise their rights under this document;
 - (iii) to obtain the advice of any independent accountants, legal advisers and other experts engaged by a party to give advice with respect to this document or any matter incidental to it;
 - (iv) where the information is already in the public domain or is lawfully obtained by the disclosing party from sources other than this document;
 - (v) to the extent permitted under any other agreement entered into between the parties to this document.
- (d) Each party must procure that its Associates act in accordance with the terms of this clause 22 and are liable for any breach of this clause 22 by its Associates.

23. NOTICES

- (a) A notice, demand, certificate, consent, approval, waiver or communication given under this document (**Notice**) must be in writing, in English and signed by the party giving it, or by their agent; and delivered or sent by prepaid post, email or fax to the party's address specified in the Details of Parties on page 1, or any other address notified by a party to the other party as its address for service.
- (b) A Notice given in accordance with this clause 23 takes effect when received, or at a later time specified in it.
- (c) However, if the time at which a Notice is taken to be received is not on a Business Day, or is after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

24. GST

- (a) All amounts payable under or in connection with this document are exclusive of GST unless otherwise stated.
- (b) A recipient of a taxable supply under or in connection with this document must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply (**GST Amount**).
- (c) The recipient must pay the GST Amount to the supplier when the GST exclusive consideration or part of it is provided, except that the recipient need not pay the GST Amount unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.
- (d) Where a supplier incurs a cost or expense for which it may claim payment, reimbursement or indemnity from another party under or in connection with this document, the amount to be paid or credited to the supplier is the cost or expense (reduced by the input tax credit that the supplier is entitled to claim in respect of that cost or expense) plus the amount in respect of GST payable by the recipient as calculated under clauses 24(b) and 24(c).
- (e) Terms defined in the GST Law have the same meaning if used in this document unless the context makes it clear that a different meaning is intended.

25. MISCELLANEOUS**25.1 No fettering of Council's discretions and obligations**

Provider acknowledges and agrees that nothing in this document will fetter Council in the exercise of its discretions and obligations conferred or imposed upon Council by any Law or when Council is acting in its role as an Authority. Provider agrees that it will have no Claim against Council for any Loss (whether direct or indirect) howsoever arising out of or in connection with Council exercising its rights or obligations as an Authority or in compliance with any Law.

25.2 Good Faith

Without limiting the generality of any provisions of this document, the parties agree that in the performance of their respective duties and the exercise of their respective powers under this document and in their respective dealings with each other, they will act in Good Faith.

25.3 Conflict of interest

Provider must declare any conflict of interest prior to providing any Services to Council or, where Services are already being provided, as soon as such a conflict comes to the attention of Provider.

25.4 Relationship Between the Parties

The relationship between the parties is of principal and contractor only. Nothing in this document will be deemed to create a relationship of employer and employee, agency or partnership between the parties nor grant Provider an interest in any land owned or controlled by Council.

25.5 No dealing without consent

Neither party will assign, transfer, subcontract or otherwise deal with its rights or obligations under this document to any person or corporation without the prior express written consent of the other party.

25.6 Variation or amendment

This document may on be varied or amended in writing signed by each party.

25.7 No Liability for Loss

A party is not liable to another party for Loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

25.8 Remedies Cumulative

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document, except to the extent that those other rights and remedies are expressly excluded in this document.

25.9 Exclusion of Contrary Legislation

Any Law that diminishes the obligation of a party, or adversely affects the exercise by a party of a right or remedy, under or relating to this document is excluded to the full extent permitted by Law.

25.10 Discretion in Exercising Rights and Giving Consents

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this document expressly states otherwise.

25.11 Amendment

This document can only be amended, supplemented, novated or replaced by another document signed by the parties.

25.12 Waiver

A right under this document can only be waived by notice signed by the party or parties waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance to any other party. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

25.13 No Merger

None of the rights and obligations of a party under this document merge:

- (a) on completion of any transaction contemplated by this document;
- (b) with any security interest, guarantee, judgement or other right or remedy that a party may hold at any time; or

(c) as a consequence of anything done under this document,
and those rights and obligations at all times remain in full force and effect.

25.14 Survival of Rights and Obligations

Rights accrued to a party up to the date of termination or expiration of this document and indemnities and obligations of confidence given by a party under this document survive termination or expiration of this document.

25.15 No Payment Required to Claim Indemnity

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this document.

25.16 Giving Effect to this Document

Each party agrees, at its own expense, to do anything that any other party reasonably requires as may be necessary or desirable to give full effect to the provisions of this document and the transactions contemplated by it.

25.17 Entire Agreement

This document embodies the entire agreement between the parties and supersedes all previous agreements, understandings, negotiations, warranties and representations on the subject matter of this document. If this document is inconsistent with any other agreement between the parties, this document prevails to the extent of the inconsistency.

25.18 Severability

If the whole, or any part, of a provision of this document is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this document 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 materially alters the nature or intended effect of this document.

25.19 Costs and Expenses

Each party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of this document and any related documentation.

25.20 Governing Law

This document is governed by the law in force in the state or territory where the Site is situated. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in that state or territory, and any court that may hear appeals from any of those courts for any proceeding in connection with this document and waives any right it may have to claim that those courts are an inconvenient forum.

25.21 Formation of agreement by electronic communications

The parties consent to, and agree that, this document may be entered into by electronic communication between the parties if a full and legible copy of this document showing the signature of each party.

Schedule 1

Particulars

ITEM 1 DETAILS OF THE PARTIES	
COUNCIL:	MARANOA REGIONAL COUNCIL
ABN:	99 324 089 164
Address:	PO Box 42, Mitchell QLD 4465
Telephone No.:	1300 007 662
Email:	council@maranoa.qld.gov.au
Representative:	Chief Executive Officer
PROVIDER:	BOORINGA HERITAGE GROUP INCORPORATED IA36028
ABN:	17 663 147 274
Address:	PO Box 117, Mitchell QLD 4465
Telephone No.:	07 4623 1323
Email:	donnamccarrol@bigpond.com
Representative:	The Secretary
ITEM 2 TERM	
Commencement Date:	31 August 2025
Expiration Date:	30 August 2030
Further Term:	1 x 5 years.
ITEM 3 SITE	
The Booringa Heritage Museum located at 4 Elizabeth Steet, Mitchell QLD, being that part of Lot 1 on SP265643 outlined in red on the plan attached to this document as Annexure A.	
ITEM 4 PAYMENTS	
Council will not pay any direct service or other fees for the performance of the Services. Provider will be entitled to retain all Income generated in connection the performance of the Services provided always that Council retains the right to set rates, approve or prohibit any part or all of the Income at any time in its absolute discretion.	
ITEM 5 SERVICES	
The operation and management of the "Booringa Museum" at the Site in accordance with the terms of this document including:	
<ol style="list-style-type: none"> control all aspects of the day-to-day operations of the Booringa Museum, Site and the associated facilities including welcoming and dealing with visitors, taking bookings, cleaning facilities and collecting Income; providing all consumables required to perform the Services including without limitation cleaning & gardening chemicals and standard health and hygiene consumables (e.g. toilet paper); ensure that the Booringa Museum, Site and the associated facilities are operating and open for the public on the days and during the hours specified by Council from time to time; keep the Booringa Museum, Site and associated facilities in a clean and tidy condition free from pests and vermin; undertake all routine maintenance required to keep the Booringa Museum, Site and associated facilities; ensuring that all exterior doors, windows and gates in the Site are securely locked and fastened at all times when the Site is not in use; carry out regular inspections of all parts of the Site and conduct regular reviews of the Site operations and business strategies; promptly notify Council of any damage or disrepair to the Site or facilities; ensure that the gardens and landscaping are maintained to a suitable standard; and comply with all reasonable directions given by Council or its Associates about the performance of the Services or the Site. 	

Execution

Executed as an agreement.

COUNCIL

SIGNED for **MARANOA REGIONAL COUNCIL** pursuant to section 236 of the *Local Government Act 2009* (Qld) by its delegate in the presence of:

Signature of delegate

Signature of witness

Name of delegate (BLOCK LETTERS)

Name of witness (BLOCK LETTERS)

Office held (BLOCK LETTERS)

Date signed

PROVIDER

EXECUTED by **BOORINGA HERITAGE GROUP INCORPORATED IA36028** pursuant to section 28(3) of the *Associations Incorporation Act 1981* (Qld):

Signature of Committee Member

Signature of Committee Member

Name (BLOCK LETTERS)

Name (BLOCK LETTERS)

Date signed

Annexure A

Site Plan



**BOORINGA HERITAGE GROUP Inc.**

*The Secretary,
P.O.Box 117,
MITCHELL 4465*



Chief Executive Officer,
Maranoa Regional Council,
P.O.Box 42,
Mitchell 4465
8 April, 2025

Dear Sir,

**Booringa Heritage Museum Inc
Extension on tenure on land and agreement on building**

The current Commercial Tenancy Agreement the Museum holds with Maranoa Regional Council on the Booringa Heritage Museum expires in August of this year (2025). In order to apply for grants to further extend the Museum and its contents, an "Instrument of Tenure" is required.

The Booringa Heritage Museum Inc requests an extension on tenure on the land and agreement on the building of the Booringa Heritage Museum. The Group would appreciate an extension of at least five years, but, for the purposes of obtaining grants for extra sheds etc, an extension of twenty years would be more advantageous.

The Group also requests that if ever Council decides to evict us from the building and grounds, at least three (3) years notice be given to allow time to relocate.

We await your decision in this regard,

Yours faithfully,

Donna McCarrol (Secretary)