



SOUTHERN DOWNS REGIONAL COUNCIL ORDINARY COUNCIL MEETING

Dear Councillors

Your attendance is hereby requested at the Ordinary Council Meeting to be held in the Council Chambers, Southern Downs Regional Council, 64 Fitzroy Street, Warwick on **Wednesday, 14 July 2021** at **9:00AM**.

Notice is hereby given of the business to be transacted at the meeting.

Dave Burges

CHIEF EXECUTIVE OFFICER

12 July 2021

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WEDNESDAY, 14 JULY 2021 Ordinary Council Meeting

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ACKNOWLEDGEMENT TO COUNTRY

1. PRAYER & CONDOLENCES

2. ATTENDANCE

Councillors: Crs Pennisi (Chair), Bartley, Gale, Giori, Gow, McDonald, McNally, Tancred and Windle

Officers: Dave Burges (Chief Executive Officer), Scott Norman (Director Finance, Assets and Special Projects), Andrew Page (Director Corporate and Community Services), Seren McKenzie (Director Infrastructure Services), Jane Stroud (Director Sustainable Development) and Marion Seymour (Minute Secretary)

3. APOLOGIES

4. READING AND CONFIRMATION OF MINUTES

4.1 Ordinary Council Meeting - 23 June 2021


Recommendation

THAT the minutes of the Ordinary Council Meeting held on Wednesday 23 June 2021 be adopted.

5. ACTIONS FROM COUNCIL MEETINGS

5.1 Actions from Ordinary Council Meeting 9 June 2021

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Chief Executive Officer	ECM Function No/s:

Recommendation

THAT Council receive the report and note the contents.

REPORT

The purpose of this report is to provide a summary of Actions resulting from resolutions from the Ordinary Council Meeting held 9 June 2021.

A copy of the Action Report is attached.

ATTACHMENTS

1. Actions from Ordinary Council Meeting 9 June 2021 [↓](#)

 Southern Downs REGIONAL COUNCIL	ACTIONS FROM PREVIOUS GENERAL COUNCIL MEETING	Date From: 9/06/2021
		Date To: 9/06/2021

^MEETING DATE	ITEM NUMBER	AGENDA ITEM	ACTION OFFICER	ACTION TO DATE	COMPLETED
9/06/2021	3.1	Apology - Mayor Pennisi and Cr McNally	Burgess, Dave	10 Jun 2021 - 12:00 PM - Dave Burgess Action completed by: Seymour, Marion Noted.	10/06/2021
9/06/2021	5.1	Actions from Council Meeting	Burgess, Dave	10 Jun 2021 - 12:01 PM - Dave Burgess Action completed by: Seymour, Marion Noted.	10/06/2021
9/06/2021	8.1.1	Correspondence - Telstra Removal of Payphone at 12 Maryland Street, Stanthorpe	Burgess, Dave	10 Jun 2021 - 12:02 PM - Dave Burgess Action completed by: Seymour, Marion Noted - no submission required as Council has no objection.	10/06/2021
9/06/2021	8.1	Correspondence	Burgess, Dave	10 Jun 2021 - 12:02 PM - Dave Burgess Action completed by: Seymour, Marion Noted.	10/06/2021
9/06/2021	9.1	Petition re Traffic in Acacia Avenue, Warwick	Burgess, Dave	10 Jun 2021 - 12:03 PM - Dave Burgess Action completed by: Seymour, Marion Referred to Manager Works. Email notification to lead petitioner to advise of Council resolution and that a further report would be prepared for Council's consideration.	10/06/2021
9/06/2021	11.1	Finance, Assets and Special Projects Monthly Status Report	Norman, Scott	15 Jun 2021 - 4:02 PM - Scott Norman Action completed by: Keir, Dianna Council resolution noted.	15/06/2021
9/06/2021	11.2	Interim Management Letter External Audit 2020-21	Norman, Scott	7 Jul 2021 - 9:06 AM - Scott Norman Action completed by: Seymour, Marion Noted.	7/07/2021
9/06/2021	12.1	Corporate and Community Services Monthly Status Report	Page, Andrew	10 Jun 2021 - 12:59 PM - Andrew Page Action completed by: Keir, Dianna Council Resolution Noted.	10/06/2021
9/06/2021	12.2	Southern Downs Youth Council Meeting - 13 May 2021	Organ, Sue	10 Jun 2021 - 1:08 PM - Sue Organ Action completed by: Bell, Michael Noted	10/06/2021
9/06/2021	12.3	Stanthorpe Art Gallery - Program Update	Bell, Michael	10 Jun 2021 - 1:07 PM - Michael Bell Action completed by: Bell, Michael Noted	10/06/2021

 Southern Downs REGIONAL COUNCIL	ACTIONS FROM PREVIOUS GENERAL COUNCIL MEETING	Date From: 9/06/2021
		Date To: 9/06/2021

^MEETING DATE	ITEM NUMBER	AGENDA ITEM	ACTION OFFICER	ACTION TO DATE	COMPLETED
9/06/2021	12.4	New Tenure Proposal over Part of Weeroona Park - Lot 708 on Crown Plan S1682	Duell, Kate	15 Jun 2021 - 4:22 PM - Kate Duell Action completed by: Duell, Kate Phoned and left message. Will follow up with written advice	15/06/2021
9/06/2021	12.5	Audit and Risk Management Committee Meeting minutes 28 May 2021	Collins, Jody	23 Jun 2021 - 9:50 AM - Jody Collins Action completed by: Collins, Jody ARMC minutes, attachments to minutes, business arising and amended Charter sent to Committee.	23/06/2021
9/06/2021	13.1	Infrastructure Services Monthly Status Report	McKenzie, Seren	2 Jul 2021 - 12:55 PM - Seren McKenzie Action completed by: Fagan, Barb Noted	2/07/2021
9/06/2021	13.2	Yangan Bores Decommissioning	Rathod, Lalji	2 Jul 2021 - 4:55 PM - Lalji Rathod Action completed by: Fagan, Barb Contract awarded for work. On hold at present due potential land transfers to adjoining owner.	2/07/2021
9/06/2021	13.3	RFT 21_170 - Warwick & Stanthorpe Sewer Main Relining	Rathod, Lalji	2 Jul 2021 - 4:59 PM - Lalji Rathod Action completed by: Fagan, Barb Contract awarded and work is due to commence from the 12th July.	2/07/2021
9/06/2021	14.2	Reconfiguration of Lot - John R and Maria C Hendry, CV-Adapt Planning Pty Ltd, 20 Bassel Road, Stanthorpe	Collier, Tonya	15 Jun 2021 - 12:21 PM - Tonya Collier Action completed by: Bilbrough, Allison Deferred in accordance with applicant's request	15/06/2021
9/06/2021	14.3	Material Change of Use - Consideration of Change Representations - Westrex Services Pty Ltd C/- Duggan & Hede Pty Ltd, 493 Bonnie Doon Road, Dalmere Road, Leyburn	Schramm, Georgina	15 Jun 2021 - 12:19 PM - Georgina Schramm Action completed by: Bilbrough, Allison Negotiated Decision Notice emailed to applicant. Submitter advised.	15/06/2021
9/06/2021	14.4	Request for Fee Reduction	O'Mara, Angela	15 Jun 2021 - 12:20 PM - Angela O'Mara Action completed by: Bilbrough, Allison Applicant advised of Council Resolution and next steps for development application.	15/06/2021
9/06/2021	17.1	Concerns Regarding Recent Upgrade of the New England Highway South of Stanthorpe	Burges, Dave	7 Jul 2021 - 9:45 AM - Dave Burges Action completed by: Seymour, Marion Letter sent to Minister for Transport and Main Roads.	7/07/2021



ACTIONS FROM PREVIOUS GENERAL COUNCIL MEETING

Date From: 9/06/2021

Date To: 9/06/2021

^MEETING DATE	ITEM NUMBER	AGENDA ITEM	ACTION OFFICER	ACTION TO DATE	COMPLETED
9/06/2021	18.1	Disposal of Land - Property ID 119350	Heinemann, Monica	10 Jun 2021 - 2:07 PM - Monica Heinemann Action completed by: Heinemann, Monica Letter sent advising of Council decision.	10/06/2021
9/06/2021	18.2	Ties Group Pty Ltd & UKL Pty Ltd (St George Springs / Aleva Estate) - Request to Waive Rates and Charges	Page, Andrew	10 Jun 2021 - 2:27 PM - Andrew Page Action completed by: Keir, Dianna Settlement agreement prepared by King & Co was signed 10/6/21 - Payment made the same day from Ties & UKL. Details of the agreement provided to the Revenue section	10/06/2021

6. DECLARATIONS OF CONFLICTS OF INTEREST


7. MAYORAL MINUTE

Nil

8. READING AND CONSIDERATION OF CORRESPONDENCE

8.1 Correspondence

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Chief Executive Officer	ECM Function No/s:

Recommendation

THAT the report of the Chief Executive Officer in relation to Correspondence be received.

REPORT

1. **Attorney-General and Minister for Justice, Minister for Women and Minister for the Prevention of Domestic and Family Violence** in response to Council's correspondence in relation to the recognition of women in Queensland's memorials monuments (copies attached).

Action: Noted.

2. **Minister for Regional Development and Manufacturing and Minister for Water** in relation to the State Government's investment in drought resilience for the Southern Downs region and outlining the details of the \$8.14m grant (copy attached).

Action: Noted.

3. **Queensland Family and Child Commission** announcing the release of the *Voices of Hope: Growing Up in Queensland 2020* report which a biennial engagement project asking children and young people across the State about their communities, their hopes and dreams and the issues of importance to them (copy attached).

Action: Noted.

ATTACHMENTS

1. Letter from Attorney-General and Minister for Justice, Minister for Women and Minister for the Prevention of Domestic Violence [↓](#)
2. Council Letter to the Attorney-General and Minister for Justice, Minister for Women and Minister for the Prevention of Domestic and Family Violence [↓](#)
3. Minister for Regional Development and Manufacturing and Minister for Water [↓](#)
4. Queensland Family and Child Commission [↓](#)



Attorney-General and Minister for Justice
Minister for Women and Minister for the Prevention of
Domestic and Family Violence

1 William Street Brisbane Q 4000
GPO Box 149 Brisbane Q 4001
Telephone +61 7 3719 7400
Email attorney@ministerial.qld.gov.au

Our ref: 595746/1, 5655335

18 JUN 2021

Cr Vic Pennisi
Mayor
Southern Downs Regional Council
mayor@frasercoast.qld.gov.au

Dear Cr Pennisi

Thank you for your correspondence on 03/06/2021 regarding our ongoing work to address representation of women's and girls in Queensland's memorials and monuments.

I wish to extend my sincere thanks to yourself and all other Mayors who have engaged positively with me on this issue, your leadership is to be commended. It is my sincere hope that we can work together on projects that will demonstrate that we are making a positive difference to the lives of women and girls and embracing gender equality in Queensland.

To facilitate this, I wish to draw your attention to upcoming funding opportunities available through the Department of Justice and Attorney-General.

The Gambling Community Benefit Fund (GCBF) is Queensland's largest one-off grants program, distributing approximately \$59 million per year to Queensland communities. The program allocates funding of between \$500 and \$35,000 to projects delivered by not-for-profit community groups and I'm pleased to announce that in 2022, the GCBF will move to four funding rounds per year with one of these rounds allocating grants up to \$100,000. Local Government are encouraged to apply for the GCBF either in their own right, or as a sponsor of a community group.

Eligible applications are assessed by the GCBF, responsible for making recommendations on awarding grant funding in line with government priorities. Our current priorities encourage a focus on supporting local councils and organisations seeking to address gender equality and domestic and family violence in Queensland. Full details on eligibility, how to apply and the latest funding round dates are available on the website or the GCBF can be contacted by phone on 1800 633 619 or by email on cbf@justice.qld.gov.au.

The Investing in Queensland Women grant program also supports community groups across Queensland to develop and deliver initiatives that align with the Queensland Government's strategic priorities for women and girls. One-off funding of up to \$15,000 (excluding GST) is available through two grant rounds released in January and July each year, with a total full allocation of funds of \$270,000 (excluding GST) per round. Full details on eligibility, how to apply and the latest funding round dates are available at:
<https://www.justice.qld.gov.au/initiatives/grants-for-queensland-women>

(2)

I trust this information is of assistance in delivering on our shared commitment to ensuring a Queensland community which respects women, embraces gender equality and promotes and protects the rights, interests and wellbeing of all Queenslanders.

If you have any questions in relation to the above, I invite you to contact my Chief of Staff, Laura Fraser Hardy, on (07) 3719 7400 or at laura.fraserhardy@ministerial.qld.gov.au.

Yours sincerely



Shannon Fentiman MP

Attorney-General and Minister for Justice

Minister for Women and Minister for the Prevention of Domestic and Family Violence

Member for Waterford



2 June 2021

The Attorney-General and Minister for Justice
Minister for Women and Minister for the
Prevention of Domestic and Family Violence
1 William Street
BRISBANE Qld 4001

Email: attorney@ministerial.qld.gov.au

Please address all
communications to:

The Chief Executive Officer
Southern Downs
Regional Council
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Warwick Qld 4370

mail@sdrc.qld.gov.au
www.sdrc.qld.gov.au

abn 59 786 792 651

Warwick Office

64 Fitzroy Street
Warwick Qld 4370

Stanthorpe Office

61 Marsh Street
Stanthorpe Qld 4380

t 1300 MY SDRC
(1300 697 372)

Dear Minister

Representation of Women in Queensland's Memorials and Monuments

I write to you, albeit some time after receiving your letter of request, in relation to representation of women in Queensland's memorials and monuments.

Southern Downs Regional Council is at ease in relation to recognition women in public spaces, and as examples we recently dedicated the Park Run path in Stanthorpe to an ex Deputy Mayor, Mally McMurtrie, calling it Mallys Way, as well as a nearby pedestrian bridge, McMurtries Bridge.

Further, we also recently had a pedestrian bridge in Warwick named after Linda Coombes, a local midwife and strong advocate for Park Runs. This particular pedestrian bridge is part of the Warwick Park Run circuit.

In the near future I will be suggesting to Council that the Learn to Ride circuit opened by Minister Hinchliffe in 2020 be dedicated to the young girl who wrote to our former Mayor Tracy Dobie asking her to consider constructing such a learn to ride facility. This facility was made possible by the W4QLD grant funding, which we are very grateful for.

We have a monument in the Centre of Palmerin Street in Warwick that commemorates the 12th Premier of Queensland and Member for Warwick, Thomas Byrne. It was suggested by my colleagues that the State Government might wish to consider an appropriate dedication for the first woman Premier for Queensland, the Hon Anna Bligh, who was born in Warwick. Anna was promoted to a ministry in 1998, 100 years from when Thomas Byrne was Premier. A significant milestone for Anna, the Labor Party, the State of Queensland and Warwick.



*Thomas Joseph Byrnes (11 November 1860 – 27 September 1898)
was Premier of Queensland from April 1898 until his death in October of
the same year*

Minister can I assure you that we are very conscious of the contribution women make to this great state and our region, and we will always give them due consideration when dedicating public spaces.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Vic Pennisi'.

Vic Pennisi
Mayor



Hon Glenn Butcher MP
Minister for Regional Development and Manufacturing
Minister for Water

Our ref: MC21/917
CTS 05935/21

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21 JUN 2021

Councillor Vic Pennisi
Mayor
Southern Downs Regional Council
PO Box 26
WARWICK QLD 4370

Email: vic.pennisi@sdrc.qld.gov.au

Dear Mayor ~~Pennisi~~ Vic,

Thank you for being part of the announcement made by the Honourable Anastacia Palaszcuk MP, Premier and Minister for Trade regarding a \$19.34 million investment in drought resilience for the Southern Downs region. This decision reaffirms the Government's commitment to ensuring Southern Downs families do not run out of water.

Even with the welcome recent rainfall, it is vital that we work together to safeguard the Southern Downs' water security. The rain has certainly helped keep risks at bay, but we know we cannot rely on that rain to keep coming year on year.

This funding ensures that local supply sources are used and new ones found where possible in response to Southern Downs Regional Council's (SDRC) concerns raised with me and the Department of Regional Development, Manufacturing and Water (DRDMW) about on-going operational costs and suggestions to include local sources to offset these costs. At the same time, Seqwater will also progress the Toowoomba to Warwick raw water pipeline to a shovel-ready state and to address the concerns of SDRC and Toowoomba Regional Council so that we are ready for construction if needed.

A total grant of \$8.14 million (excluding GST) will be provided to SDRC for capital works over the 2021-22 and 2022-23 financial years and investigations to be led and delivered by SDRC as part of the drought resilience package. DRDMW has started to work through these details with SDRC officials including finalising timelines and details for the works. The funding comprises:

- \$4.6 million (excluding GST) to develop connection and treatment for SDRC's bores at Allora using SDRC's existing 350 megalitres per annum water entitlement
- \$1.4 million (excluding GST) to work with industry to substitute their use of precious reticulated water for groundwater through construction of bores and connections using SDRC's existing 100 megalitres per annum water entitlement including opportunities that build on existing network and Council's success with their recycled water project
- \$1.64 million (excluding GST) for works to upgrade SDRC Warwick's infrastructure to allow the supply and treatment of water to a potable standard from Leslie Dam below its Minimum Operating Level (dead storage)
- \$0.5 million (excluding GST) for groundwater investigations into additional local supplies around Stanthorpe, Warwick and Allora, and where possible to equip the new bores.

To ensure work commences as soon as possible, DRDMW has been working closely with SDRC to finalise the funding agreement. DRDMW will liaise with SDRC regarding the scope and timing for the works, including the preparation of a project management plans and other implementation matters.

I am also pleased to advise the release of Seqwater's Feasibility Report. For full details on the Drought Resilience Package or to download a copy of Seqwater's pipeline feasibility report, please visit www.rdmw.qld.gov.au and search 'Southern Downs drought resilience package'.

I note that SDRC is developing a water pricing model, with high level assistance from the Queensland Treasury Corporation and DRDMW to incorporate the drought resilience works. I understand good progress is being made which will help SDRC in managing a more diverse water supply system.

I thank you for your commitment and cooperation and look forward to the successful implementation of these projects by SDRC.

If you have any questions, please contact Mr Ian Hutcheon, Chief of Staff on (07) 3035 6175 or email ian.hutcheon@ministerial.qld.gov.au.

Yours sincerely



GLENN BUTCHER MP
Minister for Regional Development and Manufacturing
Minister for Water

cc: Mr David Burges
Chief Executive Officer
Southern Downs Regional Council
mail@sdrc.qld.gov.au

Telephone: 07 3900 6000
Reference: OoC – TF21/319 – D21/6443



29 June 2021

Queensland
Family & Child
Commission

Councillor Vic Pennisi
Mayor of Southern Downs Regional Council
PO Box 26
WARWICK QLD 4370

Dear Councillor Pennisi

The Queensland Family and Child Commission (QFCC) is pleased to announce the release of the [*Voices of Hope: Growing Up in Queensland 2020 report*](#). The report captures the voices of 8,000 children and young people across Queensland who participated in the Growing Up in Queensland 2020 project.

Growing Up in Queensland is the QFCC's biennial engagement project asking children and young people across our state about their communities, their hopes and dreams and the issues of importance to them. It also encapsulates what children and young people believe decision makers should be doing to build a strong society for current and future generations.

The QFCC is meeting with a wide range of stakeholders to advocate for what children and young people have raised in the hope their views and perspectives will be integrated into decision-making processes.

We have also developed an [interactive curated data portal](#) and are working to integrate the findings into the Queensland Open Data Portal, an online resource making important and non-sensitive data available for anyone to access, use and share.

The data also sits in the State Library of Queensland's Queensland Memory and the Children's Health Queensland (CHQ) Population Health Intelligence Dashboard, where CHQ use the views of children and young people in their health services planning.

I have also arranged for Ms Kirby Orr, Director Advocacy, Media and Engagement to be available to answer any questions and to discuss how we, together, can keep the voices of children and young people at the centre of all we do. Please email Kirby.Orr@qfcc.qld.gov.au for further information.

Yours sincerely

Cheryl Vardon
Principal Commissioner
Queensland Family and Child Commission

Level 8, 63 George Street,
Brisbane Qld 4000
PO Box 15217,
Brisbane City East Qld 4002
Telephone 07 3900 6000
Facsimile 07 3900 6050
Website www.qfcc.qld.gov.au
www.talkingfamilies.qld.gov.au
www.oneplace.org.au


9. RECEPTION AND READING OF PETITIONS AND JOINT LETTERS

Nil

10. EXECUTIVE SERVICES REPORTS

10.1 Organisational Structure Changes

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Chief Executive Officer	ECM Function No/s:

Recommendation

THAT Council adopt the proposed organisational structure as tabled.

REPORT

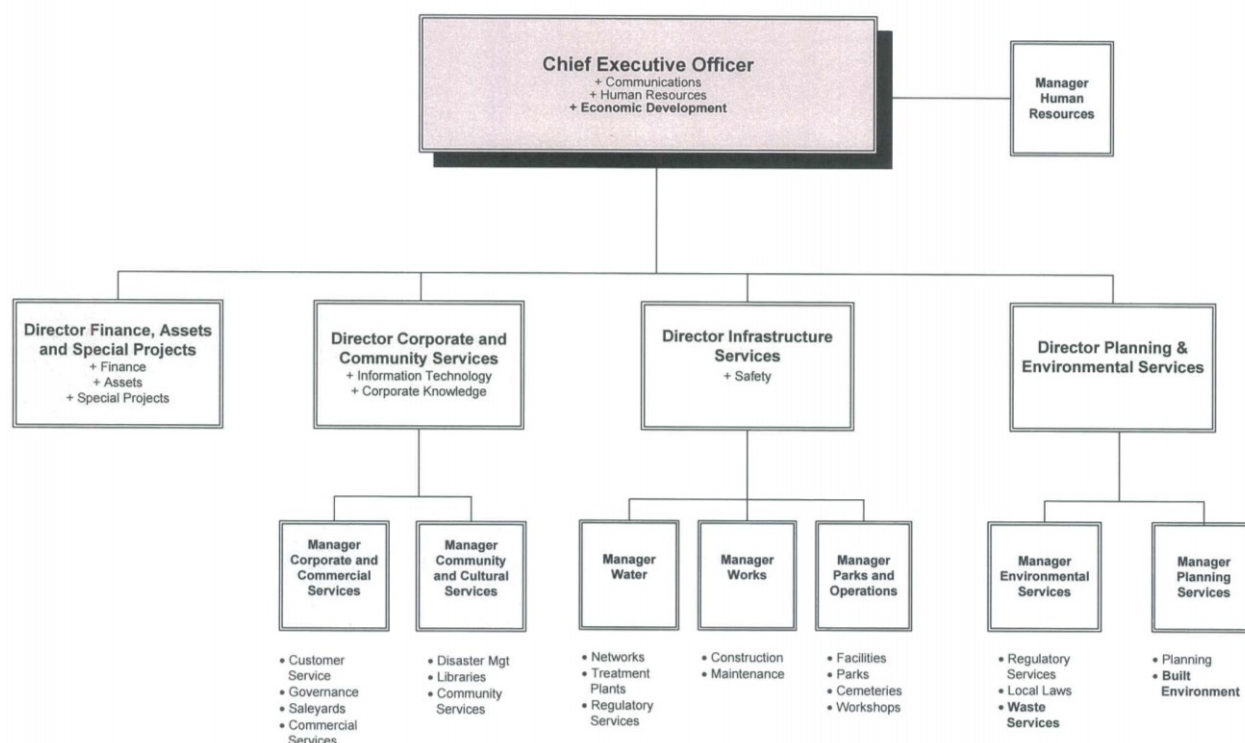
Background

Nil

Report

As CEO I have undertaken a review of the Southern Downs Regional Council organisational structure. The revised structure is detailed in **Figure 1**.

Figure 1



Last updated: 15 June 2021

The intent of the changes is to better align operational requirements within the (now) Directorate of Planning and Environment.

Key changes include:

- Combining the Waste Services Department with the Environmental and Regulatory Services Department and renaming the department Environmental Services;
- Moving the Built Environment function from the above merged department to the Strategic Planning and Prosperity Department and renaming the department Planning & Development Services;
- Moving the Economic Development function from the former Strategic Planning and Prosperity Department to report directly to the CEO under the leadership of a newly created Senior Economic Development Coordinator role.

It is acknowledged that these changes will have impacts across the departments within the Directorate and indeed the broader organisation in terms of creating a level of anxiety amongst staff.

Meetings have been held with all affected staff and each Department. An all-of-Directorate session was held with an external facilitator on Wednesday 07 July.

There are no other changes proposed at this point in time.

FINANCIAL IMPLICATIONS

There will be a net decrease in wages however budget improvement was not the motivating factor behind the changes.

RISK AND OPPORTUNITY

Risk

Risk 00109: Strategic Focus

Focus on operational matters causes an inability to think and plan strategically which impacts on the reputation of council.

Opportunity

The organisational changes will provide for improved communication within and between the two Departments (rationalized from three) and better alignment of roles.

COMMUNITY ENGAGEMENT

Internal Consultation

All staff at various times

External Consultation

Nil

LEGAL / POLICY

Legislation / Local Law

Local Government Act 2009

Corporate Plan

Nil

Policy / Strategy


Nil

ATTACHMENTS

Nil

10.2 Murray-Darling Basin Authority's Border Region QLD/NSW

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Chief Executive Officer	ECM Function No/s:

Recommendation

THAT Council endorse the appointment of the Mayor to the Murray-Darling Border Region QLD/NSW Community Forum.

REPORT

The Murray-Darling Basin Authority (MDBA) recently sought expressions of interest for the Northern Regional Community Forums. Community members from across the Murray-Darling Basin will form six Regional Community Forums which will provide an opportunity for those community members to work with a range of scientists and water managers to utilise community knowledge to improve MDBA's approach to water and environmental management across the Basin.

An expression of interest was submitted and Mayor Pennisi has been invited to join the MDBA's Border Region QLD/NSW Community Forum.

The Forums will be facilitated by an independent regional water expert and supported by the MDBA's regional engagement staff. The first round of Forums will be held virtually in mid-July with two further Forums planned for later in the year.


Council's endorsement is sought for the appointment of the Mayor to the MDBA Border Regional QLD/NSW Community Forum.

ATTACHMENTS

Nil

10.3 Southern and Darling Downs Regional Water Assessment Stakeholder Advisory Group

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Chief Executive Officer	ECM Function No/s:

Recommendation

THAT Council endorse the appointment of the Mayor to the Southern and Darling Downs Regional Water Assessment Stakeholder Advisory Group.

REPORT

The Department of Regional Development, Manufacturing and Water, through the Regional Water Assessment Program, has announced an investment of \$9 million over the next three years to better define opportunities to achieve economic development through water as a regional scale. Regional Water Assessments will be undertaken in three project areas across Queensland, ie Tablelands, Bundaberg and Burnett, and Southern and Darling Downs. These areas were identified through the Regional Needs and Opportunities Assessment, and determined to be more likely to achieve greater regional economic development through investment in water.

Mayor Pennisi has been invited to be a member of Southern and Darling Downs Regional Water Assessment Stakeholder Advisory Group.

A part of each Regional Water Assessment, the future demand for water supplies will be quantified and options explored within the constraints of the Water Plans in each area, and will seek to identify where appropriate investments in existing and new water infrastructure could achieve significant economic benefits. Each Advisory Group will consider all options, including improvements to existing infrastructure, new infrastructure and non-infrastructure solutions. Members of each Advisory Group will include the local government Mayors and senior officials from key stakeholder groups.

Council's endorsement is sought for the appointment of the Mayor to the Southern and Darling Downs Regional Water Assessment Stakeholder Advisory Group.


ATTACHMENTS

Nil

11. FINANCE, ASSETS AND SPECIAL PROJECTS

11.1 Finance, Assets and Special Projects Monthly Status Report

Document Information

 Southern Downs REGIONAL COUNCIL	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Director Finance, Assets and Special Projects	ECM Function No/s:

Recommendation

THAT Council notes the operational details as outlined in the Finance, Assets and Special Projects Monthly Status Report.

REPORT

Report

The Finance, Assets and Special Projects Directorate has responsibility for the operational aspects of a range of functions, which are outlined below.

Finance

- 2021/22 Budget was adopted 23 June 2021.
- First half yearly rates notices have been sent to the printers and are expected to be generated 14th July 2021.
- Preparation of 2020-21 Financial Statements are underway with auditors expected to be onsite from early September.

Asset Management

- Long Term capital works program was adopted 23 June 2021 as part of the 2021/22 Budget.
- Risk workshops, facilitated by Hunter H2O, for Water Reservoirs and Sewerage Pump Stations were held; and
- The Comprehensive Valuation of Water & Sewerage assets were finalised.

Procurement

Number of Tenders released: 2

21_150 Warwick STP Upgrade Construction

21_226 Stanthorpe Fitness Centre Water Supply

Number of RFQ's released: 12

1. 21_203 Temporary Mowing Services

2. 21_188 Dalveen Bores

3. 21_190 Civil Works
4. 21_204 Hand Railings
5. 21_210 Water Main Replacement – Allora Pool
6. 21_216 Solar Water Heating
7. 21_149A Fire System Installation
8. 21_211 Cemeteries Database
9. 21_228 Recruitment
10. 22_001 New security fencing & signage – CED ponds
11. 21_208 Supply Electrical Switchboard – Leslie Dam
12. 22_014 Consultant Maintenance Engineer

We are currently working on several tenders for prequalified supplier lists for trades, quarries, bitumen, laboratory products and reagents and traffic signs to give Council officers more options and reduce the number of RFQs regularly required for these services.

We have also completed stocktake of the Warwick and Stanthorpe stores for EOFY.


Attachments

Nil

12. CORPORATE AND COMMUNITY SERVICES REPORTS

12.1 Renewal of Tenure to Community Organisation - Lot 65 on Crown Plan ML1122

Document Information

 Southern Downs REGIONAL COUNCIL	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Governance and Land Management Officer	ECM Function No/s: 05.18

Recommendation

THAT Council

1. Approve a ten year Trustee Lease to the Greymare Hall Committee Incorporated over the whole of Lot 65 on Crown Plan ML1122, Greymare in accordance with the *Local Government Regulation 2012* whilst adhering to the relevant provisions of *Council's Lease Policy*, the *Land Title Practice Manual* and *Land Act 1994*.; and
2. Grant delegated authority to the Chief Executive Officer to negotiate any dealings relating to this matter with the Greymare Hall Committee Incorporated.

REPORT

Background

The Greymare Hall Committee Incorporated (GHC) have held tenure with Council for the past ten years over the whole of the Reserve at Mountain Maid Road, Greymare, described as Lot 65 on Crown Plan ML1122 (refer to attached map). The trustee lease recently expired on 30 April 2021.

Report

Council has received correspondence from the GHC requesting to renew the lease for a further ten years. The land is a Reserve for Recreation and is trust land. Entering into another Trustee Lease over this parcel of land is consistent with the Reserve's purpose.

With assistance of successful grant applications the GHC have improved the grounds by way of a new synthetic pitch and netted practice wicket on a full size oval. This now allows them to host events due to the conditions and standards of the grounds. They are also active in seeking other funding and applying for grant applications.

Should they meet all the requirements in accordance with the *Local Government Regulation 2012* whilst adhering to the relevant provisions of Council's *Lease Policy*, the *Land Title Practice Manual* and *Land Act 1994*, it would be beneficial for Council to renew tenure. Council's Trustee Lease standard terms and conditions are attached for Councillors information.

Conclusion/Summary

The GHC have requested to renew tenure over the above mentioned land. Should they meet all of the legislative requirements, it would be beneficial for both Council and the Club to renew tenure.

FINANCIAL IMPLICATIONS

If this lease is approved, Council would receive revenue by way of an annual lease fee for community and sporting organisations, which is currently \$223.74.

RISK AND OPPORTUNITY

Risk

- N/A

Opportunity

- N/A

COMMUNITY ENGAGEMENT

Internal Consultation

Nil

External Consultation

Executive Committee members from the Greymare Hall Committee Inc.

LEGAL / POLICY

Legislation / Local Law

Local Government Regulation 2012, Land Title Practice Manual and Land Act 1994.

Corporate Plan

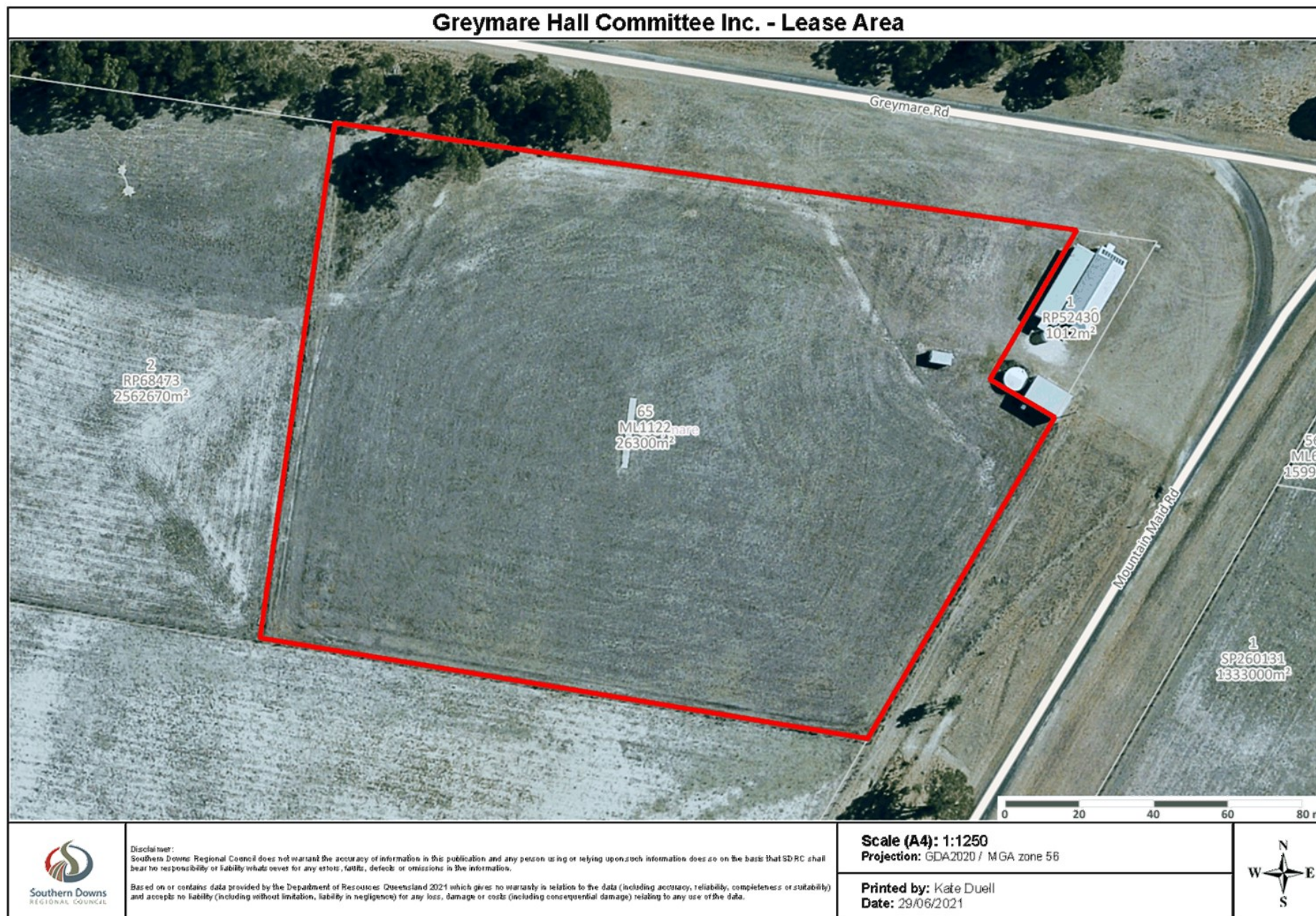
Deliverable 8.- Partner with relevant sport and recreation stakeholders to encourage active lifestyles throughout the region.

Policy / Strategy

Council's Lease Policy

ATTACHMENTS

1. Map of Leased Area [↓](#)
2. Trustee Lease Standard Terms and Conditions [↓](#)



1. INTERPRETATION

1.1 This Trustee Lease is a deed between the Trustee and the Trustee Lessee.

1.2 In this Trustee Lease, references to:-

"the Common Areas" means those areas in the Premises which are set aside by the Trustee for access to the Premises or for the common use of Trustee Lessees of the Premises;

"the Crown" refers to the Crown in Right of the State of Queensland and includes any instrumentalities of the State of Queensland;

"the Summary" is the table entitled "Summary" attached;

References to any one gender are references to each other gender;

References to the singular are references to the plural;

References to statutes are references to those statutes as amended or re-enacted and to subordinate legislation under those statutes.

2. TRUSTEE LEASE & QUIET ENJOYMENT

2.1 If the Trustee Lessee pays the Rent and observes and performs the Trustee Lessee's covenants and agreements, the Trustee Lessee is entitled, subject to this Trustee Lease, to occupy the Premises during the Term without any interruption by the Trustee.

2.2 All growing or standing timber, and all mines and minerals on or in the Premises are excepted from this Trustee Lease and the Trustee Lessee must at all times during the Term of the Trustee Lease provide the Trustee free access to the Premises to cut, mine, work and carry away any timber, mines and minerals and water, subject to the Terms of the Management Plan (if applicable) in respect of the Premises.

3. RENT, RATES & CHARGES:

3.1 The Trustee Lessee must:-

a. Punctually pay the Rent during the Term without any deduction.

i. The initial Rent is the amount set out in the Summary, and is subject to any reviews provided for in this Trustee Lease.

ii. The Rent must be paid as set out in the Summary.

iii. The manner of payment of Rent is to be by cash or cheque delivered at the Trustee's address, but if the Trustee gives notice requiring some other method of payment, including direct debit from the Trustee Lessee's bank account to the Trustee's bank account, the Trustee Lessee must pay as notified.

iv. Any notice which the Trustee is empowered to give in relation to payment of Rent may be amended or withdrawn by the Trustee and replaced by another notice.

b. Pay the proportion set out in the Summary of the Local Government rates, charges and levies in respect of the Premises.

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Land Title Act 1994, Land Act 1994
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SCHEDULE

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- i. Where the Trustee levies rates and charges in respect of the Premises, rather than the whole of the Premises, the Trustee Lessee will pay the whole of the rates and charges levied in accordance with the Terms of the invoice.
- ii. Where a rate notice is served on the Trustee Lessee, payment must be within the time required by the notice for payment. Otherwise the Trustee may notify the Trustee Lessee in writing of the rates, charges and levies payable by the Trustee Lessee, and the Trustee Lessee must pay those amounts within 30 days of notification.
- iii. Where the Term of this Trustee Lease commences or concludes during a period in respect of which any rates, charges or levies accrue, the Trustee Lessee is only liable for a proportional part of the outgoing. The amount of that proportional part is equal to the period for which the Trustee Lessee was entitled to possession of the Trust Land divided by the total period for which the rate, charge or levy accrued.

4. REVIEW OF RENT

- 4.1 The one year period commencing on the commencement of this Trustee Lease is the first Rent review period, and each successive one year period after the first Rent review period is a Rent review period.
- 4.2 The Rent payable by the Trustee Lessee after the expiration of each successive Rent review period is to be the Rent for the immediately preceding Rent review period ("the prior period") plus an adjustment for CPI. "CPI" means the Consumer Price Index (All Groups) for Brisbane.
- 4.3 The adjustment for CPI is that percentage of the Rent for the prior period equal to the percentage increase CPI over the prior period.
- 4.4 The percentage increase in CPI over the prior period is the difference between:-
 - CPI as last published prior to the end of the prior period; and
 - CPI as last published prior to the commencement of the prior period.
- 4.5 Should CPI discontinue or its method of calculation be substantially altered, then the Rent shall be reviewed by any method as the Parties agree as being most similar to the foregoing principle.
- 4.6 Where the Trustee Lessee is an incorporated community organisation or club, this Trustee Lease is issued as part of a policy by the Trustee of granting leases at concessional rental rates to community organisations and the first Rent review period will be five years from the commencement of this Trustee Lease.
- 4.7 Trustee Leases subject to review of Rent that is part of a policy by the Trustee of granting concessional rental rates to community organisations will be determined by resolution of Trustee, and are not subject to any specific method of calculation.
- 4.8 Any reviewed Rent is not to be less than the Rent payable during the prior period.
- 4.9 Pending determination of the Rent for any Rent review period the Trustee Lessee must continue to pay, on account of the Rent ultimately determined, Rent at the rate due in the prior period. The difference must be paid within seven days of a determination.

5. USE OF PREMISES

- 5.1 The Trustee Lessee must:-
 - a. Not use the Premises other than for the purpose set out in the Schedule.

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Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE

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- b. Not use, permit or suffer the Premises to be used for any illegal purpose.
 - c. Not do, permit or suffer to be done any act which is an annoyance, nuisance or offensive to the Trustee or adjoining owners or occupiers.
 - d. Not dig or remove or cause or allow to be dug or removed any turf, clay, sand, soil, gravel, or stone from any part of the Premises without the Trustee's and the Minister's consent.
 - e. Other than as permitted by this Trustee Lease or with the Trustee's and the Minister's prior consent, not remove, Trustee Lease or suffer to be removed any Improvements to the Premises.
 - f. Not depasture horses or cattle or other livestock without the Trustee's and the Minister's consent
- 5.2 Where the Use is for grazing or the depasturing of livestock, the Trustee Lessee must:-
- a. Maintain adequate groundcover at all times. The Trustee may stipulate the amount of stock permitted to be kept on the Premises and may prohibit the keeping of stock on any part of the Premises.
 - b. Not depasture any diseased livestock on the Premises, and to promptly remove (subject to any legal requirement to the contrary) any diseased livestock.
 - c. Give such reasonable treatment to the Premises upon the discovery of any disease as the Trustee may reasonably require to remove or abate any risk to the health of any person or other livestock.
 - d. Comply with requirements of the meat and livestock industry's programs, including the National Livestock Identification System (NLIS), Livestock Quality Systems and Livestock Production Assurance Systems.
 - e. Ensure the necessary registrations and accreditations including Property Identification Codes (PICs) are maintained in respect to the Premises.
- 5.3 Where the Use is for the bona fide purposes of an incorporated community organisation or club, the Trustee Lessee must acknowledge that this Trustee Lease is part of a policy by the Trustee of granting Trustee Leases at concessional Terms to community organisations, and that it is fundamental to the granting of the Trustee Lease that the Trustee Lessee make sufficient use of the Premises for the activities of the Trustee Lease.
- The Trustee retains the right to:
- a. Determine what amounts to sufficient use; and
 - b. Terminate the Trustee Lease on 30 days notice for the Trustee Lessee's insufficient use.
- Without limiting the generality of the expression "sufficient use", a failure to use Premises for the activities of the Trustee for:-
- c. single periods of more than 60 days;
 - d. two separate periods of 30 days separated by not more than 3 months;
- constitute insufficient use.
- 5.4 The Trustee Lessee must make the Premises, including any facilities on the Premises, available to the general public for the purpose for which the Trust Land was dedicated or granted, on reasonable terms and conditions at times which do not conflict with the normal activities of the Trustee Lessee.

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SCHEDULE

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- 5.5 The Trustee may use the Premises, including the buildings and other facilities on it, at a negotiated fee for special public purposes at any time during the Term, utilising times that do not conflict with the normal activities of the Trustee Lessee, after giving the Trustee Lessee at least fourteen (14) days notice.
- 5.6 The Trustee Lessee must comply with the Terms of the Management Plan (if applicable) for the Trust Land submitted by the Trustee to the Minister.
- 5.7 The Trustee Lessee may be required by the Trustee to make the Premises, excluding buildings on the Premises, available for use by other members of the general public in pursuance of the community purpose for which it was reserved or granted.
- 6. CARE OF PREMISES & IMPROVEMENTS:**
- 6.1 The Trustee Lessee must:-
- Sufficiently and substantially keep any Improvements on the Premises repaired, cleaned, maintained and in good working order.
 - Replace with similar articles any Improvements in the Premises which may be destroyed or incapable of proper repair (such articles on being so replaced to become the property of the Trustee).
 - Promptly replace all broken or cracked glass in the windows and doors in any Improvements on the Premises with glass of similar quality (such glass on being so replaced to become the property of the Trustee).
 - Promptly repair all damage sustained as a result of any burglary or attempted burglary on the Premises (and any materials used in such repairs to become the property of the Trustee).
 - Take all proper precautions to keep Improvements on the Premises free from pests, including rodents, vermin, insects and birds, and if so notified by the Trustee to employ (from time to time or periodically) pest exterminators approved by the Trustee for that purpose.
 - Not burn any garbage or waste on the Premises without the Trustee's prior consent.
 - Notify the Trustee promptly of all apparent structural damage which may appear in the Premises and of the happening of any accident to or the discovery of any defect in any service to or service fitting in the Trust Land.
 - Not overload the floors of any buildings on the Premises.
 - Cause all doors and windows to Improvements on the Premises to be securely closed and locked at all times when they are not being used and allow the Trustee from time to time to enter the Premises for the purpose of closing and locking any door or window left open or unlocked.
 - Not alter or interfere with any sewerage, water, electric or other service fitting in the Premises without the permission of the Trustee, and only to employ tradesmen approved by the Trustee to effect any permitted alterations or repairs to any service. Nothing in this clause prevents the Trustee Lessee from taking reasonably necessary action without reference to the Trustee in the event of emergency to minimize damage to the Premises or to any person.
 - Any fence damaged by stock or by the Trustee Lessee must be repaired by the Trustee Lessee and all existing fencing will be maintained by the Trustee Lessee. Water supply maintenance shall also be the responsibility of the Trustee Lessee.

7. PREMISES ADJOINING CONTAMINATED OR LAND FILL FACILITIES

- 7.1 The Trustee will have no liability from any damages to the Trustee Lessee's stock or other assets as a result of:-
- a. fire, smoke, odour, litter or other waste, ingestion of poison, chemical/s or other material or physical impact originating from landfill activities or from any unauthorised activities.
 - b. Ingestion of poison, chemical/s or other material or physical impact originating from contaminated land.

8. TRUSTEE LESSEE'S IMPROVEMENTS

- 8.1 The Trustee Lessee must not:-
- a. Fix any Improvements to the Premises or its Improvements without the Trustee's prior consent, which consent is not to be unreasonably withheld and may be granted or refused or granted subject to conditions.
 - b. Make any alterations or modifications to any Improvements installed in the Premises without the Trustee's prior consent, which consent is not to be unreasonably withheld.
- 8.2 During the last fourteen (14) days of the Term the Trustee Lessee may remove from the Premises or its exterior all Improvements installed by the Trustee Lessee during its occupancy, other than:-
- a. Improvements the cost of which has been paid or subsidized by the Trustee in title;
 - b. Improvements which under any other provision of this Trustee Lease the Trustee Lessee is obliged to leave at the Premises;
 - c. Improvements which by agreement with the Trustee are to be left;
 - d. Improvements which because of their degree of affixation would be difficult to remove or cause substantial damage in their removal;
- and the Trustee Lessee must repair any damage caused to the Premises or the building by such installation or removal.
- 8.3 If the Trustee Lessee fails to do any thing required by any notice under the preceding clause within 14 days of the notice, the Trustee may either:-
- a. itself cause those things to be done and recover the reasonable cost from the Trustee Lessee as a liquidated debt payable on demand;
 - b. treat the Improvements as abandoned by the Trustee Lessee in which case ownership of the Improvements passes to the Trustee.

9. SIGNS

- 9.1 The Trustee Lessee must not paint, erect or affix or allow to be painted, erected or affixed any signs or advertisements to any part of the Premises without the Trustee's prior consent which consent may, in the absolute discretion of the Trustee, be granted or refused or granted subject to conditions.

10. CHATTELS

- 10.1 If the Trustee Lessee has not complied with the preceding clause by the end of the Term, the Trustee may either:-
- a. itself cause the chattels to be removed and recover the reasonable cost from the Trustee Lessee as a liquidated debt payable on demand. The Trustee is not obliged to protect any chattels so removed from weather, theft, accidental or other loss;
 - b. treat the Improvements as abandoned by the Trustee Lessee in which case ownership of the Trustee Lessee's chattels passes to the Trustee.
- 10.2 If the property of any person other than the Trustee Lessee remains in the Premises after the end of the Term the Trustee may remove and store or dispose of it as the Trustee thinks fit without being liable to take reasonable care. The Trustee Lessee must indemnify the Trustee against the costs of such removal or disposal and against any costs and damages recoverable by any third Party against the Trustee in respect of such removal or disposal.

11. COMPLIANCE WITH LAW & NOTICES

- 11.1 The Trustee Lessee must comply at the Trustee Lessee's expense with the provisions of all laws and lawful notices concerning the Trustee Lessee's occupancy and use of the Premises.

12. TRUSTEE'S ENTRY

- 12.1 The Trustee Lessee must allow the Trustee and the Minister to enter the Premises at all times for the purposes of:-
- a. examining the state and condition of the Premises;
 - b. maintaining or repairing the services or service fittings, or any Improvements, or doing any works not done under the next clause;
- 12.2 The Trustee may serve upon the Trustee Lessee a notice specifying any repairs or works required to be done under this Trustee Lease and requiring the Trustee Lessee to do the same. If the Trustee Lessee has not within 14 days after service of such notice (or sooner if need be), proceeded diligently with such repair, then the Trustee may enter the Premises and do such repairs or works. The reasonable costs of such repairs or works are to be a debt due by the Trustee Lessee to the Trustee payable on demand.

13. COMMON AREAS

- 13.1 The Trustee Lessee must:-
- a. not impede any person's use of the Common Areas for access, including access by vehicle, and ensure that the Trustee Lessee does not impede such use of the Common Areas;
 - b. not store in the Common Areas any of the Trustee Lessee's vehicles, stock, signs or other chattels;
 - c. not play or broadcast any words or music or radio or other sounds audible in the Common Areas.
- 13.2 Impediment of access of the Common Areas by the Trustee Lessee is a breach by the Trustee Lessee of its obligations under this Trustee Lease.

14. COSTS

- 14.1 The Trustee Lessee must pay the Trustee's costs for preparation of this Trustee Lease, and any surveyor's costs for preparation of any plan for this Trustee Lease, if applicable.

15. INTEREST ON OVERDUE PAYMENTS

- 15.1 If the Trustee Lessee fails to pay to the Trustee any moneys on the due date for payment, the Trustee Lessee must, on notice by the Trustee, pay the Trustee interest on the unpaid amount from the due date until payment at the rate of twelve (12%) per centum per annum accruing daily.

16. AT END OF TERM:

- 16.1 The Trustee Lessee must:-
- a. At the end of the Term quietly vacate the Premises and deliver to the Trustee together with all keys for any improvements on the Premises held by the Trustee Lessee.

17. GUARANTEE & INDEMNITY

- 17.1 If the Trustee Lessee is a body corporate, the Trustee may require that the Trustee Lessee provide guarantees and indemnity by two of its office bearers or directors of the Trustee Lessee's obligations under this Trustee Lease in the form set out in Annexure 1 to this Trustee Lease as a condition precedent to the grant of this Trustee Lease.

18. DAMAGE

- 18.1 If any Improvements on the Premises erected by the Trustee are so damaged by fire, accident, storm, tempest, earthquake or act of God as to be unfit for use, and:-
- a. such damage has not been caused by the Trustee Lessee; and
- b. the insurance policies have not been vitiated by the neglect of the Trustee Lessee;
- then the Rent or a fair proportion of it, according to the damage sustained, is to cease to be payable so long as the Improvements are unfit for use.

19. DESTRUCTION

- 19.1 If the Improvements to the Premises erected by the Trustee are totally or substantially destroyed by fire, accident, storm, tempest, earthquake or act of God, the Trustee may by notice determine this Trustee Lease and in that case all claims under this Trustee Lease other than those which have arisen prior to the date of such notice are to be at an end.

20. TERMINATION

- 20.1 If:-
- a. there is a breach by the Trustee Lessee of its obligations under this Trustee Lease and the breach remains unremedied after reasonable notice from the Trustee requiring remedy (and in the case of failure to pay Rent, 14 days is acknowledged to be reasonable notice); or
- b. the Trustee Lessee repudiates this Trustee Lease;
- the Trustee may terminate this Trustee Lease by:-

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- c. re-entry; or
- d. re-letting; or
- e. court proceedings; or
- f. notice to the Trustee Lessee.

21. DAMAGES

- 21.1 The Trustee is entitled to recover damages against the Trustee Lessee for breach by the Trustee Lessee of any of its obligations under this Trustee Lease.
- 21.2 The Trustee's entitlement to recover damages extends to the loss of its bargain where the Trustee terminates this Trustee Lease as a result of:-
- a. breach of an essential term by the Trustee Lessee; or
 - b. the Trustee Lessee's repudiation of this Trustee Lease; or
 - c. breach of any of the Trustee Lessee's other obligations under this Trustee Lease where such breach remains unremedied after reasonable notice;
- and is unable (after reasonable efforts) to find a tenant willing to take on the Premises at least the rental payable under this Trustee Lease at the time of termination on substantially the terms of this Trustee Lease (other than the terms as to commencement and termination).
- 21.3 The Trustee Lessee's failure to pay Rent within 14 days of the date it becomes payable is a breach of an essential term of this Trustee Lease.

22. NO LIABILITY

- 22.1 The Trustee does not incur any liability for damage or loss of profits by the Trustee Lessee for damage to goods or otherwise or injury caused by:-
- a. the overflow of any water supply system; or
 - b. any storm or rain water which may leak into issue or flow into the Premises or from the Premises or any adjoining land or from any pipes, plumbing or sewerage works; or
 - c. defective services or service fittings or wants of repair or maintenance to service fittings; or
 - d. structural defects, defects to any Improvements or otherwise;
- even if such things happen because of the negligence of the Trustee and the Trustee Lessee expressly agrees that it takes the Premises as it finds it and relies on the Trustee Lessee's own inspection in that regard.
- 22.2 The Trustee does not warrant that the Premises is fit for the Trustee Lessee's purposes.

23. NO COMPENSATION

- 23.1 Should any competent authority require the Improvements on the Premises to be demolished, no claim by the Trustee Lessee for compensation is to be made against the Trustee.

24. STATUTORY PROVISIONS

- 24.1 All covenants, powers and other provisions implied by Section 105 and Section 107(a), (b) and (d) of the Property Law Act 1974 are excluded from this Trustee Lease.

25. ENTIRE AGREEMENT & REPRESENTATIONS

- 25.1 The Trustee Lessee acknowledges that:-

- a. this Trustee Lease contains the entire agreement between the Parties as to the Trustee Lessee's right to occupy the Premises;
- b. the Trustee Lessee has not been induced to enter into this Trustee Lease by reason of any promise or representation which may have been given by or on behalf of the Trustee in respect of any matter relating to the Trustee Lease.

26. WAIVER

- 26.1 Where any actual waiver by the Trustee of the benefit of any covenant or condition in this Trustee Lease is proved to have taken place in any particular instance, such waiver does not extend to any other instance or to any other breach of covenant or condition, nor operate as a general waiver. The onus of proving any waiver rests upon the person alleging it.
- 26.2 In respect of the Trustee Lessee's obligation to pay Rent, the acceptance by the Trustee of arrears or of any late payment of Rent does not constitute a waiver of the essentiality of the Trustee Lessee's obligation to pay those arrears or of the late payment or in respect of the Trustee Lessee's continuing obligation to pay Rent during the Term of this Trustee Lease.

27. ACCORD AND SATISFACTION

- 27.1 No payment by the Trustee Lessee or receipt by the Trustee of a lesser amount than the Rent required from time to time will be considered other than on account of the required Rent, nor will an endorsement or statement on a cheque or in a letter accompanying a cheque or payment as Rent be considered to be in accord or satisfaction, and the Trustee may accept a cheque or payment without prejudice to the Trustee's right to recover the balance of the Rent or pursue any other remedy.

28. ALTERNATIVE DISPUTE RESOLUTION

Notice of Intent to Seek Alternative Dispute Resolution

- 28.1 In the event of any dispute or difference between the Trustee and the Trustee Lessee concerning any matter arising under this Trustee Lease (other than a failure to pay Rent on time) including without limitation:-

- a. The proper interpretation of the Parties' rights and obligations.
- b. Whether or not a Party is in breach of this Trustee Lease;

then before issuing any court or other proceedings a Party will deliver to the other a notice stating that Party's intention to seek alternative dispute resolution. Such notice will nominate a Mediator for the dispute.

Appointment of Mediator

- 28.2 On the receipt of a notice under the preceding clause, the receiving Party will be deemed to have accepted the nominated Mediator unless within 7 days of receipt the receiving Party notifies the giving Party of objection to the Mediator. In the event that no agreement can be reached as to appointment of the Mediator,

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the President of the Queensland Law Society, or the President's nominee, at the request of either Party, will select the Mediator.

Role of the Mediator

- 28.3 The Mediator will assist the Parties to attempt to resolve the dispute expeditiously and efficiently, and will determine the process of the mediation.

Co-operation by the Parties

- 28.4 The Parties must use their best endeavours to co-operate with the Mediator and each other during the mediation to promote the efficient and expeditious resolution of the dispute.

Confidentiality of the Mediation

- 28.5 In the absence of express written permission, the Parties and the Mediator agree that the mediation is without prejudice. The Parties and the Mediator will not disclose to anyone not involved in the mediation, any information or document disclosed to them during the mediation, unless required by law to make such a disclosure.

Conclusion of the Mediation

- 28.6 The Mediation is deemed to have concluded when either:
- a. The dispute has been resolved by agreement; or
 - b. After meeting for a mediation either Party notifies the other that in their opinion no agreement is likely to be reached.

Proceedings After Mediation

- 28.7 After conclusion of the mediation either Party may commence proceedings in relation to the matter in dispute.

Cost of the Mediation

- 28.8 Unless otherwise expressly agreed in writing, the Parties will share equally the Mediator's fees. If the mediation does not result in an agreement which resolves the dispute, and the dispute is subsequently litigated the costs of the mediation will be treated as part of the overall costs in subsequent court proceedings, which are generally payable by the losing Party.

29. NOTICES & CONSENTS & APPROVALS

- 29.1 Any notice, consent or approval under this Trustee Lease:-
- a. must be in writing;
 - b. will be sufficiently served on or given to either Party if forwarded by pre-paid post or left addressed to that Party at its last address notified to the other Party;
 - c. will be sufficiently served on the Trustee Lessee if forwarded by pre-paid letter and posted to the Trustee Lessee.

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and Water Act 2000

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29.2 Where, in connection with this Trustee Lease any approval, consent, notice or demand may be given or made by the Trustee, it may be given or made by the Trustee.


29.3 The Trustee's address for service is 64 Fitzroy Street, Warwick.

30. NATIVE TITLE

30.1 This Trustee Lease is entered into in accordance with the provisions of section 24JA of the *Native Title Act 1993 (Cth)*. In accordance with section 24JA of the *Native Title Act 1993 (Cth)*, the non-extinguishment principle applies.

12.2 Renewal of Tenure to Community Organisation over Part of McGregor Park

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Governance and Land Management Officer	ECM Function No/s: 05.18

Recommendation

THAT Council:

1. Approve a ten year Freehold Lease to the Stanthorpe Netball Association Incorporated over part of Lot 136 on Registered Plan 50020, part of Lot 121 on Registered Plan 48880, part of Lot 123 on Registered Plan 48880 and the whole of Lot 122 on Registered Plan 48880, Stanthorpe in accordance with the *Local Government Regulation 2012* whilst adhering to the relevant provisions of *Council's Lease Policy*, the *Land Title Practice Manual* and *Land Act 1994*; and
2. Grant delegated authority to the Chief Executive Officer to negotiate any dealings relating to this matter with the Stanthorpe Netball Association Incorporated.

REPORT

Background

The Stanthorpe Netball Association Incorporation (SNA) have held tenure with Council for the past ten years over part of Lot 136 on Registered Plan 50020, part of Lot 121 on Registered Plan 48880, part of Lot 123 on Registered Plan 48880 and the whole of Lot 122 on Registered Plan 48880 located at McGregor Park, Lock Street, Stanthorpe.

Their current lease expired on the 31 December 2020 and they are currently in over holding. Due to the need to confirm the lease area, the lease has remained in place on the same terms until a new one is negotiated.

Report

Council has corresponded with the SNA and they have confirmed they wish to renew the lease for a further ten years over the above mentioned parcels within McGregor Park, Lock Street, Stanthorpe.

With the assistance of successful grant applications, the SNA have improved the grounds by way of new netball courts and will also soon have a new Clubhouse. The lease area has been confirmed to include these new improvements and is shown on the attached map.

Should they meet all the requirements in accordance with the *Local Government Regulation 2012* whilst adhering to the relevant provisions of Council's *Lease Policy*, the *Land Title Practice Manual* and *Land Act 1994*, it would be beneficial for Council to renew tenure. Council's Freehold Lease standard terms and conditions are attached for Councillors information.

Conclusion/Summary

The SNA have requested to renew tenure over the above mentioned land. Should they meet all of the legislative requirements, it would be beneficial for both Council and the Club to renew tenure.

FINANCIAL IMPLICATIONS

If this lease is approved, Council will receive revenue by way of an annual lease fee for community and sporting organisations, which is currently \$223.74.

RISK AND OPPORTUNITY

Risk

- N/A

Opportunity

- N/A

COMMUNITY ENGAGEMENT

Internal Consultation

Nil

External Consultation

Executive Committee members from the Stanthorpe Netball Association Inc.

LEGAL / POLICY

Legislation / Local Law

Local Government Regulation 2012, Land Title Practice Manual and Land Act 1994.

Corporate Plan

Deliverable 8. Partner with relevant sport and recreation stakeholders to encourage active lifestyles throughout the region.

Policy / Strategy

PL-RP001 Council Lease Policy

ATTACHMENTS

1. Map of Leased Area [↓](#)
2. Freehold Lease Standard Terms and Conditions [↓](#)



PART A SPECIFIC CONDITIONS

THE COUNCIL & THE LESSEE COVENANT:

1. BACKGROUND

- a. The lot described in Item 2 of the Form 7 ("the Lot") is Freehold Land under the Land Act 1994 ("the Act") of the type set out in the Summary.
- b. The Council is the owner of the Lot.

2. LEASE & QUIET ENJOYMENT

- 2.1 The Council leases the land described in the Summary ("the land") to the Lessee subject to the provisions of this Lease for the term set out in the Summary ("the term") commencing on the date set out in the Summary ("the commencement").
- 2.2 If the Lessee pays the rent and observes and performs the Lessee's covenants and agreements, the Lessee is entitled during the term:
 - a. to occupy the Land without any interruption by the Council;
 - b. To pass over and use, with its employees, customers and invitees, the common areas;
- 2.3 All growing or standing timber, and all mines and minerals on or in the Land are excepted from this demise and the Lessee must at all times during the term permit the Council and its agents free access to the Land to cut, mine, work and carry away any timber, mines and minerals and water.

3. RENT, RATES & CHARGES: The Lessee must:-

- 3.1 Punctually pay the rent during the term without any deduction.
 - a. The initial rent is the amount set out in the Summary, and is subject to any reviews provided for in this Lease.
 - b. The rent must be paid as set out in the Summary.
 - c. The manner of payment of rent is to be by cash or cheque delivered at the Council's address, but if the Council gives notice requiring some other method of payment, including direct debit from the Lessee's bank account to the Council's bank account, the Lessee must pay as notified.
 - d. Any notice which the Council is empowered to give in relation to payment of rent may be amended or withdrawn by the Council and replaced by another notice.
- 3.2 Pay the statutory charges levied in respect of the Land.
- 3.3 Pay the proportion set out in the Summary of the Local Government rates, charges and levies in respect of the lot.
 - a. Where a rate notice is served on the Lessee, payment must be within the time required by the notice for payment. Otherwise the Council may notify the Lessee in writing of the rates, charges and levies payable by the Lessee, and the Lessee must pay those amounts within 30 days of notification.

- b. Where the term of this Lease commences or concludes during a period in respect of which any rates, charges or levies accrue, the Lessee is only liable for a proportional part of the outgoing. The amount of that proportional part is equal to the period for which the lessee was entitled to possession of the land divided by the total period for which the rate, charge or levy accrued.

3.4 In this Lease unless inconsistent with the context, "Statutory Charges" include:-

- a. any local government rates including general, water or other rates and whether ordinary, special or excess;
- b. any charges levied for any services provided to any land by any Statutory Authority or local government, including garbage, sewerage, water and cleaning charges;
- c. any fire brigade levy;
- d. any other amounts levied under any statute in respect of the use, ownership or occupation of any land, building or premises;

but does not include Land Tax, and "levied" includes levied, charged, assessed and payable.

4. REVIEW OF RENT

- 4.1 The one year period commencing on the commencement of this Lease is the first rent review period, and each successive one year period after the first rent review period is a rent review period.
- 4.2 The rent payable by the Lessee after the expiration of each successive rent review period is to be the rent for the immediately preceding rent review period ("the prior period") plus an adjustment for CPI. "CPI" means the Consumer Price Index (All Groups) for Brisbane.
- 4.3 The adjustment for CPI is that percentage of the rent for the prior period equal to the percentage increase CPI over the prior period.
- 4.4 The increase in CPI over the prior period is the difference between:-
- CPI as last published prior to the end of the prior period; and
 - CPI as last published prior to the commencement of the prior period.
- 4.5 Should CPI discontinue or its method of calculation be substantially altered, then the rent shall be reviewed by any method as the parties agree as being most similar to the foregoing principle.
- 4.6 Any reviewed rent is not to be less than the rent payable during the prior period.
- 4.7 Pending determination of the rent for any rent review period the Lessee must continue to pay, on account of the rent ultimately determined, rent at the rate due in the prior period. The difference must be paid within seven days of a determination.

5. INSURANCE REQUIREMENTS

The Lessee must in addition to the Public Risk Policy of Insurance required to be taken out under this Lease:-

- 5.1 Take out and maintain at the Lessee's cost the insurance policies set out in the Summary in the name of the Lessee.
- 5.2 Not do, permit or suffer anything to be done on the Land which may:-

- a. invalidate or violate the conditions of any insurance policy relating to the Land; or
- b. cause an increase in the premiums for any such policies.

6. USE OF LAND

6.1 The Lessee must:-

- a. Not use the Land other than for the purpose set out in the Summary.
- b. Not use, permit or suffer the Land to be used for any illegal purpose.
- c. Not do, permit or suffer to be done any act which is an annoyance, nuisance or offensive to the Council or adjoining owners or occupiers.
- d. Not construct any structural improvements on the land without the Council's consent.
- e. Not make any non-structural improvements without the Council's consent.
- f. Other than as permitted by this Lease or with the Council's prior consent, not remove, permit or suffer to be removed any fixtures to the Land.
- g. Not allow refuse to accumulate in the Land and to have any such refuse regularly removed and disposed of.
- h. Not burn any refuse or waste on the Land without the Council's prior consent.
- i. Not make any alterations or modifications to any existing structural improvements on the Land without the Council's prior consent.

6.2 Where the Leased use is the depasture of livestock, the Lessee must:-

- a. Not depasture any diseased livestock on the land, and to promptly remove (subject to any legal requirement to the contrary) any diseased livestock.
- b. Give such reasonable treatment to the Land upon the discovery of any disease as the Council may reasonably require to remove or abate any risk to the health of any person or other livestock.
- c. Comply with requirements of the meat and livestock industry's programs, including the National Livestock Identification System (NLIS), Livestock Quality Systems and Livestock Production Assurance Systems.
- d. Ensure the necessary registrations and accreditations including Property Identification Codes (PICs) are maintained in respect to the Land.

7. SPECIAL CONDITIONS

The Council and the Lessee also covenant as to the special conditions set out in the Summary. Where there is variation between the terms of this document and the Summary, the Summary prevails.

PART B GENERAL CONDITIONS

THE LESSEE COVENANTS:

8. CARE OF LAND & IMPROVEMENTS: The Lessee must:-

- 8.1 Sufficiently and substantially keep any improvements on the Land repaired, cleaned, maintained and in good working order.
- 8.2 Replace with similar articles any fixtures in the Land which may be destroyed or incapable of proper repair (such articles on being so replaced to become the property of the Council).
- 8.3 Promptly replace all broken or cracked glass in the windows and doors in any improvements on the Land with glass of similar quality (such glass on being so replaced to become the property of the Council).
- 8.4 Promptly repair all damage sustained as a result of any burglary or attempted burglary on the Land (and any materials used in such repairs to become the property of the Council).
- 8.5 Take all proper precautions to keep improvements on the Land free from pests, including rodents, vermin, insects and birds, and if so notified by the Council to employ (from time to time or periodically) pest exterminators approved by the Council for that purpose.
- 8.6 Provide and keep a proper receptacle for all garbage and waste and have such garbage regularly removed and disposed of.
- 8.7 Notify the Council promptly of all apparent structural damage which may appear in the Land and of the happening of any accident to or the discovery of any defect in any service to or service fitting in the Land.
- 8.8 Not overload the floors of any improvements on the Land.
- 8.9 Not alter or interfere with any sewerage, water, electric or other service fitting in the Land without the permission of the Council, and only to employ tradesmen approved by the Council to effect any permitted alterations or repairs to any service. Nothing in this clause prevents the Lessee from taking reasonably necessary action without reference to the Council in the event of emergency to minimize damage to the Land or to any person.
- 8.10 At all times during the term destroy and/or control all pest species on the Land which are declared under the *Land Protection (Pest and Stock Route Management) Act 2002* or declared under a Southern Downs Regional Council Local Law.

9. LESSEE'S FIXTURES

9.1 The Lessee must not:-

- a. Fix any fixtures to the Land or its improvements without the Council's prior consent, which consent is not to be unreasonably withheld and may be granted or refused or granted subject to conditions.
- b. Make any alterations or modifications to any fixtures installed in the Land without the Council's prior consent, which consent is not to be unreasonably withheld.
- c. Cut, make holes in, mark or damage, nor permit or suffer any of the preceding things to be done to any part of the improvements on the Land except so far as may be reasonably necessary for the installation of any permitted fixture.

9.2 During the last fourteen (14) days of the term the Lessee may remove from the Land or its exterior all fixtures installed by the Lessee during its occupancy, other than:-

- a. fixtures the cost of which has been paid or subsidized by the Council or its predecessors in title;
- b. fixtures which under any other provision of this Lease the Lessee is obliged to leave at the Land;
- c. fixtures which by agreement with the Council are to be left;
- d. fixtures which because of their degree of affixation would be difficult to remove or cause substantial damage in their removal;

and the Lessee must repair any damage caused to the Land or the building by such installation or removal.

9.3 If the Lessee has not done so as of right under the preceding clause, the Lessee must, if required so to do by the Council, remove from the Land within fourteen (14) days from the end of the term, any of the Lessee's fixtures. The Lessee must repair any damage whatsoever caused to the Land by installation or removal of these items.

9.4 If the Lessee fails to do any thing required by any notice under the preceding clause within 14 days of the notice, the Council may either:-

- a. itself cause those things to be done and recover the reasonable cost from the Lessee as a liquidated debt payable on demand;
- b. treat the fixtures as abandoned by the Lessee in which case ownership of the fixtures passes to the Council.

10. SIGNS

10.1 The Lessee must not paint, erect or affix or permit to be painted, erected or affixed any signs or advertisements to any part of the Land without the Council's prior consent which consent may, in the absolute discretion of the Council, be granted or refused or granted subject to conditions.

11. CHATTELS

11.1 During the last fourteen (14) days of the term the Lessee must remove from the Land all chattels (other than chattels owned by the Council) in the Land, and the Lessee must repair any damage caused to the Land or any improvements by such removal.

11.2 If the Lessee has not complied with the preceding clause by the end of the term, the Council may either:-

- a. itself cause the chattels to be removed and recover the reasonable cost from the Lessee as a liquidated debt payable on demand. The Council is not obliged to protect any chattels so removed from weather, theft, accidental or other loss;
- b. treat the fixtures as abandoned by the Lessee in which case ownership of the Lessee's chattels passes to the Council.

11.3 If the property of any person other than the Lessee remains in the Land after the end of the term the Council may remove and store or dispose of it as the Council thinks fit without being liable to take reasonable care. The Lessee must indemnify the Council against the costs of such removal or disposal and against any costs and damages recoverable by any third party against the Council in respect of such removal or disposal.

12. PUBLIC LIABILITY INSURANCE

- 12.1 The Lessee must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) naming the Lessee as the insured covering legal liability for any loss of or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the leased land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof. Such policy must:-
- a. be for an amount of ten million dollars (\$10,000,000.00) in respect of all claims arising out of a single event;
 - b. be effected on a "claims occurring" basis so that any claim made by the Lessee under the policy after the expiration of the period of policy will be covered by the policy subject to the claim meeting the policy's other terms and conditions;
 - c. be maintained at all times during the currency of the Lease;
- 12.2 The Lessee must, as soon as practicable, inform the Council, in writing, of the occurrence of any event that the Lessee considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Council is kept fully informed of subsequent actions and development concerning the claim.
- 12.3 The Lessee must renew such policy, at the Lessee's expense, each year during the currency of the lease and forward a certificate of currency to the Council within 14 days of the commencement of each respective renewal period.
- 12.4 Upon receipt of a Notice of Cancellation, the Lessee must immediately effect another public liability policy in accordance with the provisions of this condition.
- 12.5 Clause 12.1 of this condition will be satisfied if the Lessee is the State of Queensland or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund.

13. COMPLIANCE WITH LAW & NOTICES

- 13.1 The Lessee must comply at the Lessee's expense with the provisions of all laws and lawful notices concerning the Lessee's occupancy and use of the Land.

14. RISK OF LAND

The Lessee must:-

- 14.1 Occupy and use the Land at the sole risk of the Lessee and the Lessee releases to the full extent permitted by the law the Council and the Council's agents from all claims and demands of every kind resulting from any accident, damage, death or injury occurring in the Land.
- 14.2 Hold the Council free from any liability for any loss of or damage to goods including livestock of the Lessee.
- 14.3 Indemnify the Council from and against all actions, claims, demands and costs for which the Council may become liable in respect of:-
- a. the negligent use or misuse of any of the Land by the Lessee or any employee, agent, sub-tenant or any other person claiming through or under the Lessee;

- b. loss, damage, death or injury from any cause whatsoever to property or person caused or contributed to by the use of the Land by the Lessee or any employee, agent, sub-tenant or other person aforesaid claiming through or under the Lessee.

15. COUNCIL'S ENTRY

15.1. The Lessee must allow the Council and all persons authorised by the Council to enter the Land at all times for the purposes of:-

- a. examining the state and condition of the Land;
- b. maintaining or repairing the services or service fittings, or any fixtures, or doing any works not done under the next clause;
- c. making such other use of the land as the Council may require.

15.2 The Council may serve upon the Lessee a notice specifying any repairs or works required to be done under this Lease and requiring the Lessee to do the same. If the Lessee has not within 14 days after service of such notice (or sooner if need be), proceeded diligently with such repair, then the Council and its agents may enter the Land and do such repairs or works. The reasonable costs of such repairs or works are to be a debt due by the Lessee to the Council payable on demand.

15.3 The Lessee must at all times during the term permit the Council and its agents free access to the Land to cut, mine, work and carry away any timber, mines and minerals, and to obtain water.

16. COMMON AREAS

16.1 The Lessee must:-

- a. not impede any person's use of the common areas for access, including access by vehicle, and ensure that the Lessee's members, employees, visitors and customers do not impede such use of the common areas;
- b. not store or permit to remain in the common areas any of the Lessee's vehicles, stock, signs or other chattels;
- c. not deposit any refuse or waste in the common areas;
- d. not play or broadcast any words or music or radio or other sounds audible in the common areas.

16.2 Impediment of access by the Lessee's members, employees, visitors or customers is a breach by the Lessee of its obligations under this Lease.

17. ASSIGNMENT

17.1 The Lessee must not assign, sub-let or part with or dispose of the Lessee's interest in the Land or any part without the Council's prior consent.

17.2 The Council, as a condition of giving such consent, may require a covenant from the assignee to the Council's satisfaction, to be responsible for the performance and observance of all the Lessee's covenants and agreements under this Lease;

18. MORTGAGE

18.1 The Lessee must not mortgage, charge, or in any way give any security over this Lease.

19. COSTS

19.1 Each party to the lease transaction is to meet its own legal costs, except that the Council will be responsible for the preparation of the lease documents.

20. INTEREST ON OVERDUE PAYMENTS

20.1 If the Lessee fails to pay to the Council any moneys on the due date for payment, the Lease Holder must, on notice by the Council, pay the Council interest on the unpaid amount from the due date until payment at the rate of twelve (12%) per centum per annum accruing daily.

21. AT END OF TERM

The Lessee must:-

21.1 At the end of the term quietly vacate the Land and deliver to the Council together with all keys for any improvements on the Land held by the Lessee.

21.2 At the end of the term and if the Council by notice directs, transfer the services to the Land to any person nominated by the Council.

THE COUNCIL AND THE LESSEE AGREE:

22. DAMAGE

22.1 If any improvements on the Land erected by the Council are so damaged by fire, accident, storm, tempest, earthquake or act of God as to be unfit for use, and:-

- a. such damage has not been caused by the Lessee; and
- b. the insurance policies have not been vitiated by the neglect of the Lessee;

then the rent or a fair proportion of it, according to the damage sustained, is to cease to be payable so long as the improvements are unfit for use.

23. DESTRUCTION

23.1 If the improvements to the Land erected by the Council are totally or substantially destroyed by fire, accident, storm, tempest, earthquake or act of God, the Council may by notice determine this Lease and in that case all claims under this Lease other than those which have arisen prior to the date of such notice are to be at an end.

24. TERMINATION

24.1 If:-

- a. there is a breach by the Lessee of its obligations under this Lease and the breach remains unremedied after reasonable notice from the Council requiring remedy (and in the case of failure to pay rent, 14 days is acknowledged to be reasonable notice); or

- b. the Lessee repudiates this Lease;

the Council may terminate this Lease by:-

- iii. re-entry; or

- iv. re-letting; or
- v. court proceedings; or
- vi. notice to the Lessee.

25. DAMAGES

25.1 The Council is entitled to recover damages against the Lessee for breach by the Lessee of any of its obligations under this Lease.

25.2 The Council's entitlement to recover damages extends to the loss of its bargain where the Council terminates this Lease as a result of:-

- a. breach of an essential term by the Lessee; or
- b. the Lessee's repudiation of this Lease; or
- c. breach of any of the Lessee's other obligations under this Lease where such breach remains unremedied after reasonable notice;

and is unable (after reasonable efforts) to find a tenant willing to take premises on at least the rental payable under this Lease at the time of termination on substantially the terms of this Lease (other than the terms as to commencement and termination).

25.3 The Lessee's failure to pay rent within 14 days of the date it becomes payable is a breach of an essential term of this Lease.

26. OVERHOLDING

26.1 If, after the end of the term, the Lessee remains in occupation of the Land without objection by the Council the Lessee will be a Lessee from day to day subject to the provisions of this Lease as far as they can be construed to apply to a monthly Lease.

27. NO LIABILITY

27.1 The Council does not incur any liability for damage or loss of profits by the Lessee for damage to goods or otherwise or injury caused by:-

- a. the overflow of any water supply system; or
- b. any storm or rain water which may leak into or flow into the Land or from the land or any adjoining Land or from any pipes, plumbing or sewerage works; or
- c. defective services or service fittings or wants of repair or maintenance to service fittings; or
- d. structural defects, defects to any improvements or otherwise;

The Lessee's liability to incur will be reduced proportionally to the extent that any negligence, or wilful act or omission of the Council or its officers, employees, contractors, agents, invitees or licensees contributed to the relevant actions, claims, losses, damages, penalties, demands or costs.

27.2 The Council does not warrant that the Land is fit for the Lessee's purposes.

28. NO COMPENSATION

28.1 Should any competent authority require the improvements on the Land to be demolished or the Land to be resumed, no claim by the Lessee for compensation is to be made against the Council.

29. INDEMNITY BY LESSEE

"Claim" includes an action, suit, proceedings, claim, demand, cost, loss, damage or expense;

The Lessee (other than the State of Queensland, if Lessee) indemnifies and agrees to keep indemnified the Council against any Claim, arising out of or in any way connected with this lease from the date of grant or commencement of the lease, the leased land or any activity on the leased land or the Lessee's use or occupation of the Land under this lease (all referred to as "the indemnified acts or omissions"). The Lessee's liability to indemnify the Council will be reduced proportionally to the extent that any negligence, or willful act or omission of the Council or its officers, employees, contractors, agents, invitees or licensees contributed to the relevant actions, claims, losses, damages, penalties, demands or costs.

30. ATTORNEY

30.1 The Lessee irrevocably appoints the Council the true and lawful Attorney of the Lessee enabling the Attorney to do all such things as the Attorney may consider necessary or desirable for fully and efficiently exercising, enjoying, preserving and protecting the rights, powers and privileges of the Council.

31. STATUTORY PROVISIONS

31.1 This Lease is to be read subject to the Land Act 1994. To the extent that any provision of this Lease is disallowed by that Act, is to be read as though that provision was not included.

31.2 The Council must give the Lessee 28 days notice of the Council's intention to cancel this Lease.

32. ENTIRE AGREEMENT & REPRESENTATIONS

32.1 The Lessee acknowledges that:-

- a. this Lease contains the entire agreement between the parties as to the Lessee's right to occupy the Land;
- b. the Lessee has not been induced to enter into this Lease by reason of any promise or representation which may have been given by or on behalf of the Council in respect of any matter relating to the Lease.

33. WAIVER

33.1 Where any actual waiver by the Council of the benefit of any covenant or condition in this Lease is proved to have taken place in any particular instance, such waiver does not extend to any other instance or to any other breach of covenant or condition, nor operate as a general waiver. The onus of proving any waiver rests upon the person alleging it.

33.2 In respect of the Lessee's obligation to pay rent, the acceptance by the Council of arrears or of any late payment of rent does not constitute a waiver of the essentiality of the Lessee's obligation to pay those arrears or of the late payment or in respect of the Lessee's continuing obligation to pay rent during the term of this Lease.

34. ALTERNATIVE DISPUTE RESOLUTION

Notice of Intent to Seek Alternative Dispute Resolution

34.1 In the event of any dispute or difference between the Lessor and the Lessee concerning any matter arising under this lease (other than a failure to pay rent on time) including without limitation:-

- a. The proper interpretation of the parties' rights and obligations.
- b. Whether or not a party is in breach of this lease;

then before issuing any court or other proceedings a party will deliver to the other a notice stating that party's intention to seek alternative dispute resolution. Such notice will nominate a mediator for the dispute.

Appointment of Mediator

34.2 On the receipt of a notice under the preceding clause, the receiving party will be deemed to have accepted the nominated mediator unless within 7 days of receipt the receiving party notifies the giving party of objection to the mediator. In the event that no agreement can be reached as to appointment of the Mediator, the President of the Queensland Law Society, or the President's nominee, at the request of either party, will select the Mediator.

Role of the Mediator

34.3 The Mediator will assist the Parties to attempt to resolve the dispute expeditiously and efficiently, and will determine the process of the mediation.

Co-operation by the Parties

34.4 The Parties must use their best endeavours to co-operate with the Mediator and each other during the mediation to promote the efficient and expeditious resolution of the Dispute.

Confidentiality of the Mediation

34.5 In the absence of express written permission, the Parties and the Mediator agree that the mediation is without prejudice. The Parties and the Mediator will not disclose to anyone not involved in the mediation, any information or document disclosed to them during the mediation, unless required by law to make such a disclosure.

Conclusion of the Mediation

34.6 The Mediation is deemed to have concluded when either:

- a. The Dispute has been resolved by agreement; or
- b. After meeting for a mediation either party notifies the other that in their opinion no agreement is likely to be reached.

Proceedings After Mediation

34.7 After conclusion of the mediation either party may commence proceedings in relation to the matter in dispute.

Cost of the Mediation

34.8 Unless otherwise expressly agreed in writing, the Parties will share equally the Mediator's fees. If the mediation does not result in an agreement which resolves the Dispute, and the dispute is subsequently litigated the costs of the mediation will be treated as part of the overall costs in subsequent court proceedings, which are generally payable by the losing party.

35. OPTION TO RENEW

If the Lessee wants to renew this Lease for the optional term mentioned in the Form 7, then not more than six months and not less than three months prior to the end of the Lease the Lessee must notify the Lessor. If at the date of such notice and for the remainder of the term the Lessee is not in default of its obligations under this Lease, the Lessor will grant a new lease of the Premises to the Lessee at a rent for the first year to be agreed, and failing agreement, as assessed as the fair market rent by a person agreed to by the Lessor and the Lessee, and failing agreement as to such person, as assessed by a person appointed for the purpose by the President for the time being (or that President's Deputy) of the Queensland Law Society, and otherwise upon the same conditions as are in this Lease, however:-

- c. the renewed Lease is not to contain any option of renewal;
- d. the rent payable in the renewed term is not to be less than the rent payable during the last year of the term of this Lease

36. NOTICES & CONSENTS & APPROVALS

36.1 Any notice, consent or approval under this Lease:-

- a. must be in writing;
- b. will be sufficiently served on or given to either party if forwarded by pre-paid post or left addressed to that party at its last address notified to the other party;
- c. will be sufficiently served on the Lessee if forwarded by pre-paid letter and posted to the Lessee at the Land.
- d. Where, in connection with this Lease any approval, consent, notice or demand may be given or made by the Council, it may be given or made by the Council or any solicitor or agent of the Council.

37. INTERPRETATION

37.1 This Lease is a deed between the Council and the Lessee.

37.2 In this Lease, references to:-

"the Council" refers to the Southern Downs Regional Council;

"the Crown" refers to the Crown in Right of the State of Queensland and includes any instrumentalities of the State of Queensland;

"the Lessee" includes the Lessee's successors and permitted assigns;

"the Summary" is the table entitled "Summary" set out at the start of this document;

SCHEDULE
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References to any one gender are references to each other gender;


References to the singular are references to the plural;

References to statutes are references to those statutes as amended or re-enacted and to subordinate legislation under those statutes.

37.3 This Standard Term Document applies to leases and sub-leases.

12.3 Regional Arts Development Fund 2020/21 - Round Two Applications

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Community Development Officer	ECM Function No/s: 15.36.01

Recommendation

THAT Council approve eight (8) 2020/21 Regional Arts Development Fund (RADF) Round Two applications totalling \$51,508.

REPORT

Background

The purpose of the Regional Arts Development Fund (RADF) is for Council to support local artists and creative community organisations and to provide opportunities for local residents to participate in arts and cultural activities.

The priorities for the 2020/21 Program are:

- Arts and cultural tourism (e.g. festivals and events)
- Heritage and collections of the region (e.g. museums, galleries, libraries, heritage trails)
- Applications where funding is aimed at participants from demographics and segments of the community who have not historically participated in RADF funded programs or projects
- Arts and creative activities which support the wellbeing of participants, strengthen social connections and build community resilience
- Provide employment opportunities for local artists and arts workers.

The Guidelines for Round Two were amended following Round One to enable a greater spread of funding. Applicants in Round Two can request up to 70% of the total cost of the project, to a maximum of \$10,000.

Entertainment for events has been determined to be ineligible for RADF unless there is a specific developmental outcome for artists.

Report

Round Two of the 2020/21 RADF Program opened on 4 May 2021, closed on 31 May 2021 and sixteen (16) applications were submitted to Council.

The assessment and moderation process for RADF applications was completed online via SmartyGrants and undertaken in accordance with the RADF Guidelines.

An overview of the process is provided below:

- Stage One (1) is the pre-eligibility criteria assessment which ascertains if applicants are eligible to apply for the funding. If applicants are deemed ineligible, they do not progress to stage two (2).
- Stage Two (2) is the application assessment criteria, which is undertaken by the RADF Reference Group which consists of seven (7) people.
- The RADF Reference Group is comprised of Cr Jo McNally, Cr Marco Gliori and five community members.
- Each application assessment criteria carries a percentage weighting, as follows:

Weighting	Application Assessment Criteria (total score of 100%)
15%	Description of the project and how the funding will be used
15%	How the project contributes to the Assessment Criteria (Impact, Quality, Reach and Viability)
15%	Outline the outcomes expected to be achieved from the project and how it will benefit the Southern Downs community
15%	Budget – description of expenses, income and co-funding
10%	How the need for the project was identified
10%	List each stage of the project and the expected completion date
5%	What steps have been taken to address Workplace Health & Safety, Public Liability Insurance, Blue Card (if working with children), copyright and relevant licenses
5%	Support Materials

- Applications are individually assessed and scored by each member of the RADF Reference Group.
- SmartyGrants automatically calculates the moderated score for each application for each assessor.
- The Total Moderated Score is calculated and applications are scored highest to lowest for discussion at the RADF Reference Group Assessment Meeting.

Sixteen (16) applications were received; the total funding requested is \$116,266. The remaining budget for the 2020/21 RADF Program is \$51,508.

Conclusion/Summary

The RADF Reference Group met on Tuesday 29 June 2021 and agreed to recommend eight (8) of the sixteen (16) applications, with the final two recommended applications to receive equal part funding to fully expend the remaining budget for the 2020/21 RADF Program.

It is recommended that if either of the two part funded applicants reject the part funding offer, the funds should be equally distributed to the other recommended applicants who are receiving less than the maximum grant amount of \$10,000.

Following Council's decision, applications not approved will be provided feedback and encouraged to re-apply in next year's program or advised on other funding options.

FINANCIAL IMPLICATIONS

Provision for RADF grants has been made in the 2020/2021 budget under PJ 100675. The amount remaining for distribution for round two is made as per the following:

RADF 2020/2021	Arts Queensland Funds	Council Contribution	Total
	\$39,500	\$50,000	\$89,500
	Previous Year (2019/20) Surplus Funds		\$13,318
	<i>Less Round One approved applications</i>		-\$51,310
	Total available for Round Two		\$51,508

The RADF program runs from September to September (as per funding agreement with Arts Queensland) so although the funds are being spent in the 2021/22 financial year, the budget is remaining from 2020/21.

RISK AND OPPORTUNITY

Risk

- If the 2020/21 RADF budget isn't fully expended, funds may need to be returned to Arts Queensland.
- Funding offers (particularly part funding offers) could be rejected by applicants.

Opportunity

- Funding to be granted to diverse art and culture projects throughout the region, providing many ongoing benefits to the community.

COMMUNITY ENGAGEMENT

Internal Consultation

Nil

External Consultation

- RADF Reference Group
- Applicant feedback: Council's online SmartyGrants grant application forms include a feedback section to be completed by the applicant. The feedback data is collated and reviewed by the Community Grants Officer in an endeavor to ensure the continuous improvement in Council's delivery of funding to the community. The feedback summary is attached to this report (Attachment Two (2)).

LEGAL / POLICY

Legislation / Local Law

Local Government Act 2009

Corporate Plan

Nil

Policy / Strategy

PL CS053 - Arts & Culture Policy:

- Appropriately developed, maintained and enhanced public infrastructure, facilities and spaces driven by the cultural aspirations of the users and the real needs of the programs and services delivered within these spaces;
- An environment where arts and cultural activities can flourish and contribute to the Region as a great place to live, work and play;
- Development of the arts and cultural sector within broader regional economic development activities, including promotion and cultural tourism, and enhancement of the economic viability of individuals and creative businesses working in the Region.

ATTACHMENTS

1. List of Applicants and Scores [↓](#)
2. Applicant Feedback Summary [↓](#)

2020/21 Regional Arts Development Fund (RADF) - Round Two

Sorted by Total Moderated Score

Recommended Applications

Application ID	Applicant	Project Title	Brief Project Description	Total Project Cost	Total Amount Requested	Total Moderated Score (with 0.25 added if applicant applied in Round One)	Amount Recommended	Assessment Comments
RADF-2021-R2-022	Australian Sorghum Conferences Association Inc.	Over 60,000 years of farming knowledge celebrated at Hermitage	<p>To celebrate the 125th anniversary of the Hermitage Research Facility, funding is sought to create an engaging space that invites visitors and tourists to stop by and learn more about the significance of the site.</p> <p>A community workshop will be held to discuss the role of agricultural research, traditional foods and food production systems in sustaining people today and for the past 60,000 years. A local mosaic artist will be commissioned to come up with a range of motifs that depict what we explored in the workshop. The artist will create mosaics with those motifs, on and around a set of local sandstones installed at the visitor information centre in front of the Hermitage.</p> <p>The artist will also run free mosaicking workshops so that members of the Warwick community can contribute to the final artwork. The sandstones will be arranged around the upright mosaics to form a picnic area which will be unveiled and opened to the public during the 125-year celebrations in March 2022. RADF funds will be used to purchase the sandstones, decorative metal framing to hold the upright mosaics and to pay for workshop facilitator fees and artist commission.</p>	\$21,480.00	\$10,000.00	4.32	\$10,000.00	0.25 added to Total Moderated Score as the applicant applied in Round One and was advised to reapply
RADF-2021-R2-012	Queensland Country Womens Association, Glen Aplin Branch	QCWA Glen Aplin Bi-Ennial Quilt and Craft Show	<p>Engage tutors to host workshops during the QCWA Glen Aplin Bi-Ennial Quilt and Craft Show, teaching Seminole Machine Piecing and Japanese Needlework, covering Sashiko, Hitomikashi and Kagurusashi techniques.</p> <p>Funding will also be used for other expenses involved in hosting the event such as advertising, cleaning, security and a new ladder ensuring safety of attendees and volunteers.</p>	\$3,370.00	\$3,920.00	3.96	\$3,920.00	0.25 added to Total Moderated Score as the applicant applied in Round One and was advised to reapply
RADF-2021-R2-011	Momentum Arts	EDGE OF THE PRESENT	<p>EDGE OF THE PRESENT is a 'mixed reality' (virtual and physical) environment designed to cultivate future thinking.</p> <p>Created in collaboration with psychologists, mental health specialists and participants with lived experiences of suicide survival, this compelling immersive arts experience invites us to 'invent the next ten minutes' – something that is a challenge when we find ourselves inhabiting the 'edge of the present'.</p> <p>The installation is comprised of neutral rooms that visitors navigate while wearing virtual reality displays. On opening a window or a door a room is transformed into a new and spectacular environment such as a beach, mountainside or garden.</p> <p>Alongside EDGE OF THE PRESENT, between June and October an immersive film (funded by UNSW) will be co-created with Southern Downs communities to explore and unpack experiences of trauma, suicide.</p>	\$45,040.00	\$3,985.00	3.80	\$9,985.00	

Recommended Applications

Application ID	Applicant	Project Title	Brief Project Description	Total Project Cost	Total Amount Requested	Total Moderated Score (with 0.25 added if applicant applied in Round One)	Amount Recommended	Assessment Comments
RADF-2021-R2-007	Sandra McEwan	Capturing 150 years of Stanthorpe publication project	This funding will be used to create a publication that will commemorate Stanthorpe's 150th anniversary in 2022. The publication's theme is focusing on the 'then and now' concept and will include over 200 images of Stanthorpe and the wider Granite Belt and Southern Downs sometime in the past, and their corresponding image more recently or at the present day.	\$16,911.00	\$10,000.00	3.74	\$10,000.00	
RADF-2021-R2-017	Trevor Horsnell	Creative Pathways for Youth	The project will present a series of 12 skills based workshops to children and youth in the Granite Belt community. The workshops will present the participants with the opportunity to experiment with a range of mediums in order to develop skills for expression. This will allow the participants to develop their own unique voice through creative expression. This project is intended to be a pilot program that will allow for the gathering of information that will support the opening of a creative youth drop-in space. This space will form part of a therapeutic arts and counselling space as well as a community gallery space that will focus on providing opportunities to people with disadvantage, mental ill-health and in recovery from addiction. The intention is also to provide specific space for youth artworks to be exhibited on a regular basis.	\$4,265.00	\$2,880.00	3.64	\$2,880.00	
RADF-2021-R2-014	This Story Australia Ltd.	Stories from the Battle of Crete	Funding will be used to produce and preserve the personal story of WWII and Battle of Crete Veteran Alf Carpenter OAM in a documentary interview. Parts of Alf's story have been highlighted in the recent book "Silk Clouds and Olive Trees" by Deborah Wheeler. Deb has been involved with the research and publication of six military works which have dealt with local Southern Downs Council Region military locations, ex-servicemen and women, doctors, nurses and general military staff. Five of these works are held in the Australian War Memorial collection. Her latest publication released on the 20th May 2021, coincides with the 80th anniversary of The Battle of Crete. It focuses on a number of men with connections to the Southern Downs region. At 104 years of age Alf is the last living member of this group. He recalls the battle and the Greek offensive clearly and vividly. This Story would like to work with Deborah as a researcher and interviewer in order to record Alf's story as soon as possible. While Alf is in good health at present, his age is a matter of great concern. This highlights the urgency to preserve his story.	\$14,557.00	\$10,000.00	3.57	\$10,000.00	

Recommended Applications

Application ID	Applicant	Project Title	Brief Project Description	Total Project Cost	Total Amount Requested	Total Moderated Score (with 0.25 added if applicant applied in Round One)	Amount Recommended	Assessment Comments
RADF-2021-R2-018	Laurie's Larkins	Todd Whisson 5 day Plein Air Workshop	This workshop is designed to build the confidence and knowledge of participating artists, enabling them to paint directly from nature and to encourage them to do so. It is a major step towards creating an active Plein Air group of artists in Stanthorpe. Artists will learn how to simplify nature's complex view into fewer shapes and patterns, helping to create visual order in their work. Exploring colour, light and how it behaves in the landscape, will create a platform for artists to better understand colour harmony, relationships and atmosphere from a subject.	\$4,794.00	\$3,000.00	3.45	\$2,361.50	As the final two recommended applications received the same Total Moderated Score, it is recommended to offer each applicant half of the remaining budget for Round Two of RADF which equates to \$2,361.50 each.
RADF-2021-R2-019	Lou Bromley	'Beyond the Crown': Stanthorpe's Harvest Festival Queens and Young Ambassadors	'Beyond the Crown' is a podcast that seeks to reveal stories of the former festival queens and young ambassadors of the Apple and Grape Harvest Festival from 1955 to now. The podcast will record and film the 2021-22 young ambassador entrants' reflections about their fundraising efforts, their professional development, learning the region's history and their role on a festival sub-committee. 'Beyond the Crown' is part-oral history, part-documentary. Interviews will inform research with primary source materials held by the John Oxley Library and Stanthorpe Museum and be produced into ten episodes with bonus interviews, three 30 minute videos, and a digitised collection of images and videos of previous festivals from private collections. In addition, interviews will be recorded with festival committee members past and present, and the sponsors and the thanks the festival supports.	\$8,436.00	\$5,935.00	3.45	\$2,361.50	

Total Amount of Funding Recommended in Round Two

\$51,508.00

Item 12.3 Regional Arts Development Fund 2020/21 - Round Two Applications
Attachment 1: List of Applicants and Scores

Not Recommended Applications

Application ID	Applicant	Project Title	Brief Project Description	Total Project Cost	Total Amount Requested	Total Moderated Score (with 0.25 added if applicant applied in Round One)	Amount Recommended	Assessment Comments
RADF-2021-R2-005	Granite Belt Art & Craft Trail Inc	GBART - Granite Belt Art & Craft Trail	<p>Advertise the Granite Belt Art & Craft Trail, a three day open studio event displaying the talent of local artists, artisan food and wine makers.</p> <p>Support a headline musical performance at the 2021 Granite Belt Art & Craft Trail opening event, Fresh Canvas, a collaboration with the Stanthorpe Agricultural Society showcasing the cultural assets of the Stanthorpe region. Local musicians will work closely with Sydney musical theatre star, Matthew Manahan to provide the music for the opening performance.</p>	\$122,520.00	\$10,000.00	4.01	\$0.00	<p>0.25 added to Total Moderated Score as the applicant applied in Round One and was advised to reapply.</p> <p>After the applications were assessed, it was determined that the amount requested for brochure printing (\$2300) is ineligible for funding as the printing has already been completed and brochures distributed.</p> <p>Although the application was well written and scored highly, it was determined by the Assessors that the funding requested for the entertainment for the opening event is not eligible for funding under the new Guidelines for Round Two.</p> <p>(The Guidelines were changed in Round Two to state that entertainment for events without a specific developmental outcome for artists is not eligible for funding.)</p> <p>As all items are ineligible for funding, the application is not recommended.</p>
RADF-2021-R2-016	Stanthorpe International Club	Commemorating the Italian Community on the Granite Belt	<p>To establish a gallery of arts presenting and preserving the Italian Heritage by way of photos in a gallery style display and an external wall mural which will be available for viewing for the whole of the community.</p> <p>The funding will be used to engage in a local artist to paint the mural on the entrance wall at the front of the international club. The mural will showcase a picture of local Italian heritage. The funding will also be used to purchase the necessary fittings including installation on the inside of the international club where an Art Gallery of photos consisting of Italian heritage will be presented. The display of photos will be on loan from the Stanthorpe art gallery and will be changed and rotated on a regular basis.</p>	\$16,581.00	\$10,000.00	9.27	\$0.00	
RADF-2021-R2-002	Warwick Cattle Dog Printmakers	A Planned Learning Program for Printmakers	Engage an artist to conduct printmaking workshops for members of The Cattle Dog Printmakers.	\$3,010.00	\$2,000.00	3.24	\$0.00	

Not Recommended Applications

Application ID	Applicant	Project Title	Brief Project Description	Total Project Cost	Total Amount Requested	Total Moderated Score (with 0.25 added if applicant applied in Round One)	Amount Recommended	Assessment Comments
RADF-2021-R2-006	Warwick Turf Club Inc	HorsePower Mural Project	Engage artists to create a mural along the Victoria Street wall at the entrance to the Warwick Turf Club. It is hoped the mural can be continued along both the rest of the Victoria Street wall and also the Wallace Street Wall in the future. The mural will recreate the scenes depicted on the HorsePower Sculpture by John Simpson and incorporate other HorsePower attractions in Motorsport, including Morgan Park Raceway, Sandy Creek Gokarting & Leyburn Sprints.	\$16,267.00	\$10,000.00	3.24	\$0.00	0.25 added to Total Moderated Score as the applicant applied in Round One and was advised to reapply
RADF-2021-R2-008	Laurie Astill & Ben Moxham	Stanthorpe 4 Seasons	Engage artists to create a mural in Railway Street Stanthorpe which is a reflection of the four seasons, passing one to the next. The Granite Belt region is known for its seasonal climate changes and the cycle of events, attractions and produce that flourish from year to year.	\$12,728.00	\$8,910.00	3.17	\$0.00	
RADF-2021-R2-019	Maryvale Community Hall	Live Music & Entertainment for our Small Community	Engage the Festival of Small Halls to attend the Maryvale Hall, encouraging the broader community to come together for a social evening of live music performances. The Festival of Small Halls is a series of tours that take the best folk and contemporary artists performing at two large festivals and sends them on the road to tiny communities all over Australia.	\$4,650.00	\$3,000.00	3.16	\$0.00	
RADF-2021-R2-015	Allora & District Historical Society Inc	Allora Historical Mural	Engage artists to create a mural to celebrate 150 years of Allora's history.	\$9,762.00	\$6,839.00	2.96	\$0.00	
RADF-2021-R2-010	Amy Parry	In Your Dreams	Development of a series to be pitched to streaming services that is set in Stanthorpe. The unique and breathtaking setting of Stanthorpe is integral to the storytelling and will be ultimately what helps to sell the story to an international market. RADF support would be used to come to Stanthorpe and connect with the community and scenery, hold a 2 day writers room in the region.	\$48,939.00	\$9,899.00	2.86	\$0.00	

Total Funding Available:	\$51,508.00
Total Funding Sought:	\$116,266.00
Total Funding Recommended:	\$51,508.00

\$60,576.00

2020/21 – Regional Arts Development Fund – Round Two Applicants

Feedback Summary

The RADF application form requires applicants to respond to the following questions -

1. How they heard about the RADF Program? *Mandatory multiple choice question.*

Option	Responses
Community Grants Officer	4
Customer Service Officers	1
Direct email to your group	4
Council Facebook page	0
Council website	7
Word of mouth	6
Other	1

2. How they rated using the online *SmartyGrants* application form? *Mandatory single choice question.*

Option	Responses
Very easy	2
Easy	8
Neutral	4
Difficult	2
Very difficult	0

3. How long it took to complete the application form? *Not a mandatory question.*


Time in Minutes	Responses
120	2
150	1
180	4
190	1
240	1
300	2
480	1
720	1
780	1
1200	1

4. Applicants were offered an opportunity to add any additional feedback to assist with improving the process. *Not a mandatory question.*

Feedback Comment
Some of the links to Council information don't work
I think it runs very smoothly. It is not the application that takes the time, rather the thinking, the application is quite easy to navigate and fill out.
Most budgets contain estimates and it is hard to get quotes for everything, so estimates should be acceptable where it's reasonable to accept them.
Budget was difficult to understand
Total estimated number of participants/audience attendees at event/activity - I was unsure how to answer this question, as it is not an event - whether it meant artists & volunteers or how many people will view it over the years or how many people will attend its opening.
The application process has been very easy to navigate and is very self explanatory.

12.4 2021-2022 Operational Plan

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Governance and Grants Officer	ECM Function No/s:

Recommendation

THAT Council adopt the attached 2021-2022 Operational Plan.

REPORT

Background

In accordance with sections 174 and 175 of the *Local Government Regulation 2012*, Local Governments are required to prepare an Operational Plan each financial year. The Operational Plan should contain the actions that will be implemented by Council over a 12-month period to achieve the long-term goals identified in Councils Corporate Plan and be consistent with the annual budget.

Report

The attached 2021-2022 Operational Plan has been drafted in accordance with the requirements outlined in sections 174 and 175 of the *Local Government Regulation 2012*. Actions within the Operational Plan have been developed by each Director and Manager and timeframes, a budget type and a linkage to the relevant 2021-2026 Corporate Plan objectives have been identified for each action.

FINANCIAL IMPLICATIONS

The actions within the 2021-2022 Operational Plan are consistent with the 2021-2022 Budget.

RISK AND OPPORTUNITY

Risk

When drafting their Operational Plan actions Directors and Managers considered how their actions could help to manage operational risks and conversely, how opportunities could be pursued.

Opportunity

As above.

COMMUNITY ENGAGEMENT

Internal Consultation

CEO, Directors and Managers provided their action items for their relevant area to align with the 2021-2026 Corporate Plan objectives as well as taking into account the needs/requirements of each area to improve and deliver efficient/robust services for the organisation and the community.

External Consultation

Nil

LEGAL / POLICY

Legislation / Local Law

Sections 174 and 175 of the *Local Government Regulation 2012*

Corporate Plan

The Operational Plan reflects the long term goals identified within the 2021-2026 Corporate Plan.

Policy / Strategy

Nil

ATTACHMENTS

1. 2021-2022 Operational Plan (Updated)[↓](#)

2021/2022

Operational Plan



Southern Downs
REGIONAL COUNCIL

Introduction

The Operational Plan, which is prepared each financial year in accordance with the *Local Government Act 2009*, contains the strategies, actions and service programs that will be implemented by Council over a 12 month period to achieve the long term goals identified in the Corporate Plan. The activities and projects in the Operational Plan are funded from the annual budget. The Plan focuses on projects and initiatives that the Council will be focusing on in the financial year to achieve long term Corporate Objectives.

In accordance with the *Local Government Act 2009*, Council will assess its progress towards implementing its Corporate and Operational Plans on a quarterly basis. The Operational Plan takes into account Council's planned implementation of an Enterprise Risk Management Framework based on International Standard ISO 31000. The Framework will allow identification, assessment and reporting on strategic, operational and project based risks and opportunities. The Framework is a holistic model for managing risks and opportunities at all levels of the organisation and is consistent with Council's legislative obligations.

Copies of this Plan and the Corporate Plan are available in the administration buildings and online.

Dave Burges
Chief Executive Officer



Executive Services

Deliverable 9 *Develop and promote our unique artistic and cultural diversity, whilst acknowledging and maintaining local heritage.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Commence implementation of the Events Strategy.	Economic Development	Chief Executive Officer	1/07/2021	30/06/2022	Operating

Deliverable 30 *Implement the Southern Downs Economic Development Strategy.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Commence implementation of the Economic Development Strategy.	Economic Development	Chief Executive Officer	1/07/2021	30/06/2022	Operating

Deliverable 36 *Be a high performing organisation by having high performing and empowered staff through personal and professional development, wellness programs and proactive support.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Conduct an annual workforce survey.	Human Resources and Organisational Development	Manager Human Resources	1/07/2021	30/09/2021	Operating

Deliverable 37 *Become an employer of choice – appropriate training, innovative leadership and improved career pathways.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Liaise with Unions in the negotiation of a new Enterprise Bargaining Agreement to replace the expired Southern Downs Regional Council Certified Agreement 2018 - Operational Employees.	Human Resources and Organisational Development	Manager Human Resources	1/07/2021	31/12/2021	Operating
Liaise with Unions in the negotiation of the Southern Downs Regional Council Determination 2019 - Stream A Employees.	Human Resources and Organisational Development	Manager Human Resources	1/01/2022	30/06/2022	Operating

Executive Services

<i>Deliverable</i>	38	<i>Invest in smart technologies to deliver better services to the community.</i>				
<i>ACTION</i>	<i>SERVICES/PROGRAMS</i>	<i>RESPONSIBILITY</i>	<i>START</i>	<i>FINISH</i>	<i>BUDGET TYPE</i>	
Implement a Human Resource Information System (HRIS).	Human Resources and Organisational Development	Manager Human Resources	1/07/2021	30/06/2022	Operating	
Implement a Learning Management System (LMS).	Human Resources and Organisational Development	Manager Human Resources	1/07/2021	31/12/2021	Operating	
<i>Deliverable</i>	48	<i>Identify Council's core business activities and prioritise resources on these areas.</i>				
<i>ACTION</i>	<i>SERVICES/PROGRAMS</i>	<i>RESPONSIBILITY</i>	<i>START</i>	<i>FINISH</i>	<i>BUDGET TYPE</i>	
Develop a Business Improvement Plan with a focus on Red Tape Reduction and process improvement.	CEO Office	Chief Executive Officer	1/07/2021	30/06/2022	Operating	
Finalise all Departmental Business Plans.	CEO Office	Chief Executive Officer	1/07/2021	31/12/2021	Operating	

Corporate and Community Services

Deliverable 4 *Engage with target groups within the community including young people to identify programs that will assist them to develop skills to enhance employment opportunities.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Provide an accessible library service for all the community that is reflective of their needs.	Libraries	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating

Deliverable 8 *Partner with relevant sport and recreation stakeholders to encourage active lifestyles throughout the region.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Implement a Public Arts Policy and Procedure.	Arts & Culture	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating
Deliver a RADF program	Arts & Culture	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating
Deliver a community grants program.	Community Grants	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating
Develop the awareness of the community to mental health through the delivery of mental health first aid training.	Community Services	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating
In collaboration with the community, deliver successful community events.	Community Services	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating
Deliver library activities that target our seniors and youth, such as Tech Savvy Seniors and First5Forever.	Libraries	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating
Deliver a Youth Council Program.	Youth Development	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating

Corporate and Community Services

Deliverable 11 *Partner with relevant agencies to develop a proactive approach to community safety and resilience in relation to Disaster Management, Bushfire preparedness and other natural disasters.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Review and update Council's Disaster Management Recovery Sub Plan.	Disaster Management	Director Corporate and Community Services	1/07/2021	30/06/2022	Operating
Deliver an Emergency Service pop up event to the smaller communities to increase awareness of disaster management.	Disaster Management	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating
Support the effective delivery of disaster management response and recovery activities during and after disaster events.	Disaster Management	Manager Community and Cultural Services	1/07/2021	30/06/2022	Operating

Deliverable 15 *Lobby and plan for practical and cost effective solutions that provide safe and accessible air, road and rail transport corridors for the community, visitors and industry.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Development of Manual of Standards for Council's aerodromes.	Aerodromes	Manager Corporate and Commercial Services	1/08/2021	28/02/2022	Operating

Deliverable 18 *Focus funding and grant opportunities to critical services and infrastructure.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Complete the Warwick Saleyards preliminary design (including civil design).	Saleyards	Manager Corporate and Commercial Services	1/07/2021	31/10/2021	Capital
Complete funding application from available programs for Saleyards redevelopment.	Saleyards	Manager Corporate and Commercial Services	1/09/2021	31/12/2021	Capital
Pending funding, complete tender documentation for the construction of the Saleyards redevelopment.	Saleyards	Manager Corporate and Commercial Services	1/02/2022	31/05/2022	Capital

Corporate and Community Services

Deliverable 29 *Continue to provide quality core services/functions to the community in the following areas, whilst ensuring that Council's legislative obligations are met.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Review Management Agreements for regional pools.	Corporate Services	Manager Corporate and Commercial Services	1/07/2021	31/03/2022	Operating
Review and update WIRAC Management Agreement prior to the tender process.	Corporate Services	Manager Corporate and Commercial Services	1/07/2021	30/11/2021	Operating

Deliverable 30 *Implement the Southern Downs Economic Development Strategy.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Development of a Recreational Camping Strategy.	Corporate Services	Manager Corporate and Commercial Services	1/07/2021	15/12/2021	Operating

Deliverable 34 *Monitor and evaluate Council operations and conduct surveys of customer satisfaction levels.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Annual customer satisfaction survey.	Corporate Services	Manager Corporate and Commercial Services	1/03/2022	30/06/2022	Operating
Develop business case for implementation of customer Queue Management.	Corporate Services	Manager Corporate and Commercial Services	1/09/2021	31/12/2021	Operating

Deliverable 38 *Invest in smart technologies to deliver better services to the community.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Implementation of an unified telephone and communication platform.	Information Technology	Director Corporate and Community Services	1/07/2021	30/05/2022	Capital
Consolidation and replacement of printers & photocopiers, including initiatives for print reduction.	Information Technology	Director Corporate and Community Services	1/07/2021	1/10/2021	Operating

Corporate and Community Services

Identify and conduct activities to increase Council's cybersecurity resilience.	Information Technology	Director Corporate and Community Services	1/07/2021	30/06/2022	Operating
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Relocation and digitisation of archival records from offsite storage.	Information Technology	Director Corporate and Community Services	1/07/2021	30/06/2022	Operating
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Deliverable	40	<i>Promote a proactive approach to risk management, including business continuity.</i>			
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ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Operational risks identified, assessed and added to risk register following approval from the Audit and Risk Management Committee.	Governance	Manager Corporate and Commercial Services	1/07/2021	30/06/2022	Operating

Deliverable	41	<i>Implement and promote a strong Governance Framework.</i>			
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ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Review and update the CEO to Employee Delegations Register.	Governance	Manager Corporate and Commercial Services	1/07/2021	31/10/2021	Operating
Collaborate with relevant Departments to prioritise and implement agreed outstanding audit recommendations across the organisation.	Governance	Manager Corporate and Commercial Services	1/07/2021	30/06/2022	Operating

Deliverable	49	<i>Actively seek revenue sources, including grants and disposal of under utilised land, buildings and facilities to fund regional infrastructure and services.</i>			
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ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Complete two further tranches of surplus Council land rationalisation.	Governance	Manager Corporate and Commercial Services	1/07/2021	30/06/2022	Operating

Deliverable	50	<i>Undertake Council's commercial activities in order to maximise revenue streams.</i>			
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ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Implementation of Avdata system to collect landing fees at aerodromes.	Aerodromes	Manager Corporate and Commercial Services	1/07/2021	1/10/2021	Operating

Finance, Assets and Special Projects

Deliverable 39 *Complete, review and continuously improve Asset Management Plans and use them as the basis for prioritising investments in infrastructure renewal, repair and maintenance.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Continue with delivering on the Asset Management Roadmap and in 2021/22 deliver a minimum of one Asset Management Plan for adoption by Council.	Asset Management	Director Finance, Assets and Special Projects	1/07/2021	30/06/2022	Operating

Deliverable 47 *Review and maintain strategies to ensure Council's long term financial sustainability and continuous improvement through embracing innovation.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Annual Financial Statements are issued with an unqualified report and achieve all benchmarks.	Financial Services	Director Finance, Assets and Special Projects	1/07/2021	30/06/2022	Operating
Review of Sewage Charges to reflect future investment and operations as detailed in the Asset Management Plan.	Financial Services	Director Finance, Assets and Special Projects	1/07/2021	30/06/2022	Operating
Develop a robust Long Term Financial Plan (LTFP) & Funding Strategy.	Financial Services	Director Finance, Assets and Special Projects	1/07/2021	30/06/2022	Operating

Deliverable 51 *Commit to strategic alliances between Council, other local governments and key agencies.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Warwick Dragway upgrade to national event level in partnership with Warwick Dragway Club.	Financial Services	Director Finance, Assets and Special Projects	1/07/2021	30/06/2022	Operating

Infrastructure Services

<i>Deliverable</i>	17	<i>Through meaningful community engagement, review Council's level of service to the community, including consideration of needs, wants and resourcing.</i>			
ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Review of Parks Bookings procedure and service level provided.	Infrastructure Services	Manager Parks and Operations	1/07/2021	30/06/2022	Operating
Review of Facility Hire procedure and service level provided.	Infrastructure Services	Manager Parks and Operations	1/07/2021	30/06/2022	Operating
Review of Cemeteries service offering for internments/funerals.	Infrastructure Services	Manager Parks and Operations	1/07/2021	30/06/2022	Operating
<i>Deliverable</i>	21	<i>Develop and implement a Water Security Strategy that ensures a sustainable and reliable water supply for the region.</i>			
ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Progress Council's Water Security Strategy.	Water & Wastewater	Manager Water	1/07/2021	30/06/2022	Operating
Finalise Council's Drought Management Plan and undertake first annual review.	Water & Wastewater	Manager Water	1/08/2021	31/12/2021	Operating
Working with Granite Belt Water to secure urban water supply from Emu Swamp Dam.	Water Dams	Director Finance, Assets and Special Projects	1/07/2021	30/06/2022	Capital

Infrastructure Services

Deliverable 29 *Continue to provide quality core services/functions to the community in the following areas, whilst ensuring that Council's legislative obligations are met.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Complete 90% of the Capital Works Program.	Infrastructure Services	Director Infrastructure Services	1/07/2021	30/06/2022	Capital
Complete the Parks Rationalisation program.	Infrastructure Services	Manager Parks and Operations	1/07/2021	30/06/2022	Operating
Review Council's Drinking Water Quality Management Plan (DWQMP).	Water & Wastewater	Manager Water	10/01/2022	30/06/2022	Operating
Complete the Supervisory Control and Data Acquisition (SCADA) cyber security audit.	Water & Wastewater	Manager Water	1/07/2021	28/02/2022	Operating
Complete the five (5) year comprehensive safety inspection of Storm King Dam.	Water Dams	Manager Water	1/08/2021	18/12/2021	Operating
Complete the annual safety inspection of Beehive Dam.	Water Dams	Manager Water	1/08/2021	18/12/2021	Operating
Maintain current system of recording and rectifying road/drainage defects within agreed service levels, whilst adhering to applicable standards and legislation.	Works Construction	Manager Works	1/07/2021	30/06/2022	Operating

Deliverable 38 *Invest in smart technologies to deliver better services to the community.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Digitalisation of maintenance program for water and wastewater treatment plants, pump stations, dams and reservoirs.	Water & Wastewater	Manager Water	1/07/2021	30/06/2022	Operating

Deliverable 39 *Complete, review and continuously improve Asset Management Plans and use them as the basis for prioritising investments in infrastructure renewal, repair and maintenance.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Implement a new streamlined process for the Facility Maintenance requests.	Infrastructure Services	Manager Parks and Operations	1/07/2021	30/06/2022	Operating
Develop a 10 year Works Department works program.	Works Construction	Manager Works	1/07/2021	30/10/2021	Operating

Infrastructure Services

Deliverable 43 *Provide and maintain a safe and healthy work environment for employees, contractors, volunteers and visitors to the workplace so far as it is reasonably practicable.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Implement actions (13) within the SDRC Work Health and Safety Management System Plan which are due prior to 30 June 2022.	Infrastructure Services	Director Infrastructure Services	1/07/2021	30/06/2022	Operating
Complete external audit of Council's recycled water management plan – Stanthorpe.	Water & Wastewater	Manager Water	1/07/2021	27/11/2021	Operating
Complete an external audit of Council's Drinking Water Quality Management Plan.	Water & Wastewater	Manager Water	1/07/2021	18/12/2021	Operating

Deliverable 49 *Actively seek revenue sources, including grants and disposal of under utilised land, buildings and facilities to fund regional infrastructure and services.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Actively seek alternative revenue sources for works projects and services including lobbying the Federal Government to support priority projects for funding under the Black Spot Program.	Works Construction	Manager Works	1/07/2021	30/06/2022	Capital

Deliverable 51 *Commit to strategic alliances between Council, other local governments and key agencies.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Current strategic alliances are maintained with Queensland Reconstruction Authority (QRA), Department of Transport and Main Roads (TMR) and Southern Border Regional Roads & Transport Group (RRG).	Works Construction	Manager Works	1/07/2021	30/06/2022	Operating

Planning and Environmental Services

Deliverable 12 *Rewrite the Planning Scheme in consultation and partnership with the community to ensure sound social, environmental and economic outcomes.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Continue drafting a new Planning Scheme for the Southern Downs Region, including completing the drafting and consultation associated with the Strategic Direction.	Planning Services	Manager Planning and Development	1/07/2021	30/06/2022	Operating

Deliverable 14 *Review the Urban Design Framework program.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Review the Urban Design Framework (UDF) program and continue implementation of existing UDFs.	Planning Services	Manager Planning and Development	1/07/2021	30/06/2022	Operating

Deliverable 20 *Implement innovative and affordable waste management 'good practice'.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Implement Waste Reduction and Recycling Plan 2021-2024, in particular actions 3.2.4 - review of bin compounds and 4.1.1 expansion of domestic collection area.	Waste Management	Manager Environmental Services	1/07/2021	30/06/2022	Operating
Ensure obligations are met in accordance with obligations register for key waste management contracts.	Waste Management	Manager Environmental Services	1/07/2021	30/06/2022	Operating
Ensure waste education program is implemented in accordance with the annual waste education strategy.	Waste Management	Manager Environmental Services	1/07/2021	30/06/2022	Operating

Deliverable 23 *Develop policies to enhance our agricultural sector and protect priority agricultural land from invasive pest animals and pest plants.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Implement the Invasive Pests Strategic Plan 2020-2024.	Local Laws - Environmental	Manager Environmental Services	1/07/2021	30/06/2022	Operating

Planning and Environmental Services

Deliverable 24 *Manage our natural environment and facilitate planning that ensures ecological corridors are recognised and that Council owned and controlled land and open spaces are strategically planned.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Implement identified and funded priorities of the Southern Downs Environmental Sustainability Strategy Action Plan.	Environmental Services	Manager Environmental Services	1/07/2021	30/06/2022	Operating

Deliverable 29 *Continue to provide quality core services/functions to the community in the following areas, whilst ensuring that Council's legislative obligations are met.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Review the Local Government Infrastructure Plan (LGIP) for the Southern Downs Region in accordance with State legislation.	Planning Services	Manager Planning and Development	1/07/2021	30/06/2022	Operating

Deliverable 33 *Review infrastructure charges and developer incentives to provide a balanced and supportive approach to investment.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Review the infrastructure charges applicable to development within the region.	Planning Services	Manager Planning and Development	1/07/2021	30/06/2022	Operating

Deliverable 35 *Be a 'Customer Led' organisation and embody excellence in customer service, interaction and positive outcomes for our customers.*

ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Identify and implement supplementary process improvements between development and compliance to enhance customer experience, particularly relating to planning compliance and temporary events.	Planning Services	Manager Planning and Development	1/07/2021	30/06/2022	Operating
Review local laws and processes, including Temporary Entertainment Events (SL 1.12), Installation of Advertising Devices (election signage) (SL 1.4) & Operation of Caravan Parks (SL 1.8), Control of Pests (LL 7), Parking (LL 5) & and Animal Mgt (SL 2).	Environmental Health Services	Manager Environmental Services	1/07/2021	30/06/2022	Operating
Review online building and plumbing lodgement services.	Environmental Services	Manager Planning and Development	1/07/2021	30/06/2022	Operating

Planning and Environmental Services


Review online lodgement and tracking of Operational works applications.	Planning Services	Manager Planning and Development	1/07/2021	30/06/2022	Operating
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<i>Deliverable</i>	<i>38</i>	<i>Invest in smart technologies to deliver better services to the community.</i>			
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ACTION	SERVICES/PROGRAMS	RESPONSIBILITY	START	FINISH	BUDGET TYPE
Establish a smart backflow prevention device register to comply with section 101 and 113 of the Plumbing and Drainage Regulation 2019.	Environmental Services	Manager Planning and Development	1/07/2021	30/06/2022	Operating

12.5 Corporate and Community Services Monthly Status Report

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Director Corporate and Community Services	ECM Function No/s:

Recommendation

THAT Council receive and note the Corporate and Community Services Monthly Status Report.

REPORT

Report

The Corporate and Community Services Directorate has responsibility for the operational aspects of a range of functions, which are outlined below.

Community and Cultural Services

Community Development

- NAIDOC week celebrations occurring the week of 4-11 July. Council is supporting a number of these activities.

Art Gallery/Libraries

- Complete Urban continue to work with key stakeholders around the development of the plans for an enhanced Stanthorpe Library/Art Gallery.
- The draft Public Art Policy and Procedures are currently out for community engagement, with feedback due by the end of July 2021.

Disaster Management

- Disaster Management presentation delivered to a number of students at the Glen Aplin Primary School 24 June.
- Glen Aplin Emergency Services Day held Saturday 3 July.

Corporate and Commercial Services

Saleyards

- The contractors who are preparing the preliminary design documentation for the upgrading of the Warwick Saleyards Complex conducted a workshop with Councillors and staff on 22 June 2021 to discuss the draft design of the sale pens etc.

Aerodromes

- The seeding of the new gliding strip at the Warwick Aerodrome has now been completed by a local supplier.
- The Avdata trial to determine the extent of usage at both the Warwick and Stanthorpe aerodromes is drawing to a close and the data will now be analysed.

Governance

- The Corporate Plan was adopted by Council at the June 23 2021 General Meeting of Council.
- Applications will now be called for replacement external representatives on Council's Audit and Risk Management Committee.

Warwick Indoor Recreation and Aquatic Centre (WIRAC)

- The construction of the WIRAC Group Fitness room has been completed. This project was funded under the 2020-2021 COVID Works for Queensland Program.

Stanthorpe Outside School Hours Care Service (OSHC)

- Discussions are continuing with the Department of Early Childhood Education and Care for the registration of the new premises at the former Stanthorpe pre-school centre.

Land Management

- Following the recent Council resolution to dispose of surplus freehold land, Council staff are preparing tender documentation to publically advertise the land for sale.


ATTACHMENTS

Nil

13. INFRASTRUCTURE SERVICES REPORTS

13.1 Infrastructure Services Monthly Status Report

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Director Infrastructure Services	ECM Function No/s:

Recommendation

THAT Council notes the operational details as outlined in the Infrastructure Services Monthly Report.

REPORT

Report

The Infrastructure Services Directorate has responsibility for the operational aspects of a range of functions, with highlights below for the month of June 2021.

Works

- Quart Pot Creek Cycleway - consultation continues on this design with TMR.
- McGlew Street Cycleway – Council has received design feedback from TMR and can now progress to finalise these works.
- Works progressing on Hollinworth Lane, some delays due to wet weather. Expected completion by end of July 2021.
- Inverramsay Road - completed
- Warwick Velodrome - completed
- Churchill Drive Roundabout - scheduled to commence end of July. Extension of time approved for BlackSpot funding for this project (delayed due to wet weather).
- Warwick Aerodrome – Taxiway, and lanes 2&3 sealed, lane one starting late June. Scheduled for completion end of July.
- Lock Street Footpath – Nearing completion.
- Railway Street indented car park will be completed early July.
- Arbutus Street & Myrtle Hill Road – delayed by wet weather. Works commenced and due for completion end of July.
- Willi Street & Lyndhurst Lane – complete except for linemarking
- Town Street Karara – On track to be completed by mid-July.
- Jubb & Raff Streets – Complete except for linemarking.
- Freestone Creek Road – end of July for completion.
- Peters Road – complete except for line marking
- Jack Smith Gully 21/22 – Works commence end of July.
- Curtin Road 21/22 – Works commencing July.

February 2020 and March 2021 flood events

- Emergency Works and Immediate Reconstruction Works for 2021 event finished on Friday 25th June.
- Emergency Works - Actual \$709,000, Commitments \$150,000
- Immediate Reconstruction Works - Actual \$6,000, Commitments \$258,000
- Counter Disaster Operations - Actual \$142,000, Commitments \$83,000
- Claims for all 3 are due by end September 2021. One claim to be made for each program. This will be prepared once finances are completed and all costs become “actual”
- Crews back to 2020 REPA works from 28 June – 3 day labour crews and 1 contractor
- 2020 REPA recommenced in Leyburn, Allora, Pikedale and Connolly Dam zones
- 2 Approvals received for 2021 REPA
- 1 Submission for 2021 REPA with QRA for assessment
- Ongoing assessment of 2020 approval against new damage
- Current information about each zone (Region split into 17 geographic zones)
 - Emu Swamp, Girraween, Glen Lyons, Goldfields, Greymare, Thulimba – All 2020 REPA complete. To be reviewed for 2021 REPA.
 - Allora 23 Roads with remaining 20 works, 3 replaced by new 21 REPA
 - Connolly Dam 4 roads remaining 20 works, currently in progress. Small 21 REPA claim expected
 - Emu Vale 39 roads with remaining 20 works, 25 of these require re-assessment as 21 REPA
 - Glengallen 20 roads with remaining 20 works, 10 of these require re-assessment as 21 REPA
 - Killarney 28 roads with remaining 20 works, 23 of these require re-assessment as 21 REPA
 - Leyburn 8 roads with remaining 20 works. No 21 REPA submission expected.
 - Maryvale 55 roads with remaining 20 works, 49 of these require re-assessment as 21 REPA
 - North Branch – still be assessed.
 - Pikedale 17 roads with remaining 20 works, new 21 REPA submission lodged
 - Thanes Creek 14 roads with remaining 20 works, 8 of these require re-assessment as 21 REPA
 - Warwick 18 roads with remaining 20 works, 5 of these require re-assessment as 21 REPA
- Exact details are still being worked on for each road and these are resolved once the detailed submission is built.
- 2020 Program works planned to be completed by June 2022
- 2021 Program works planned to be completed by March 2023

Parks and Operations

Facilities

- Completion of Warwick and Stanthorpe Skate Park improvements.
- Repairs to Queens Park toilets Warwick after vandalism.
- Completion of renewal works for the Mitchner Memorial at Warwick Cemetery.

Fleet and Workshop

- Drafting of tender documentation for 2021/22 plant has commenced.

Cemeteries

Cemeteries facilitated twenty-five (25) services for the month of June.

	Lawn	Monumental	Ashes Internment	Outdoor Burial Wall
Warwick	6	1		
Stanthorpe	6	1	2	
Eden Gardens	3			
Allora	3	1		
Killarney	1			
Wallangarra	1			

- Burial Beams project completed at Warwick and Stanthorpe Cemeteries.
- Soil testing for Stanthorpe Burial Wall Stage 3 project complete, RFT documentation is being prepared.

Parks

- Completion of new shelter at Apex Park Allora, further landscaping works to occur in the new financial year.
- Repaired damage to off leash dog park fence in Warwick.
- Removal and soil preparation of annuals in Leslie Park Warwick.
- Installation of Rotary Club and Zonta seats in Stanthorpe.

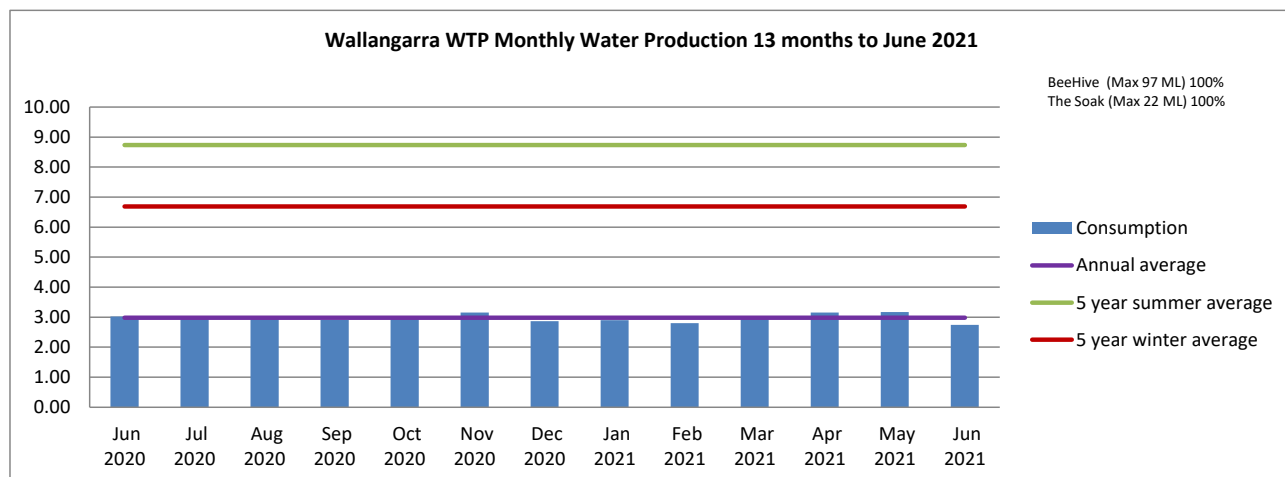
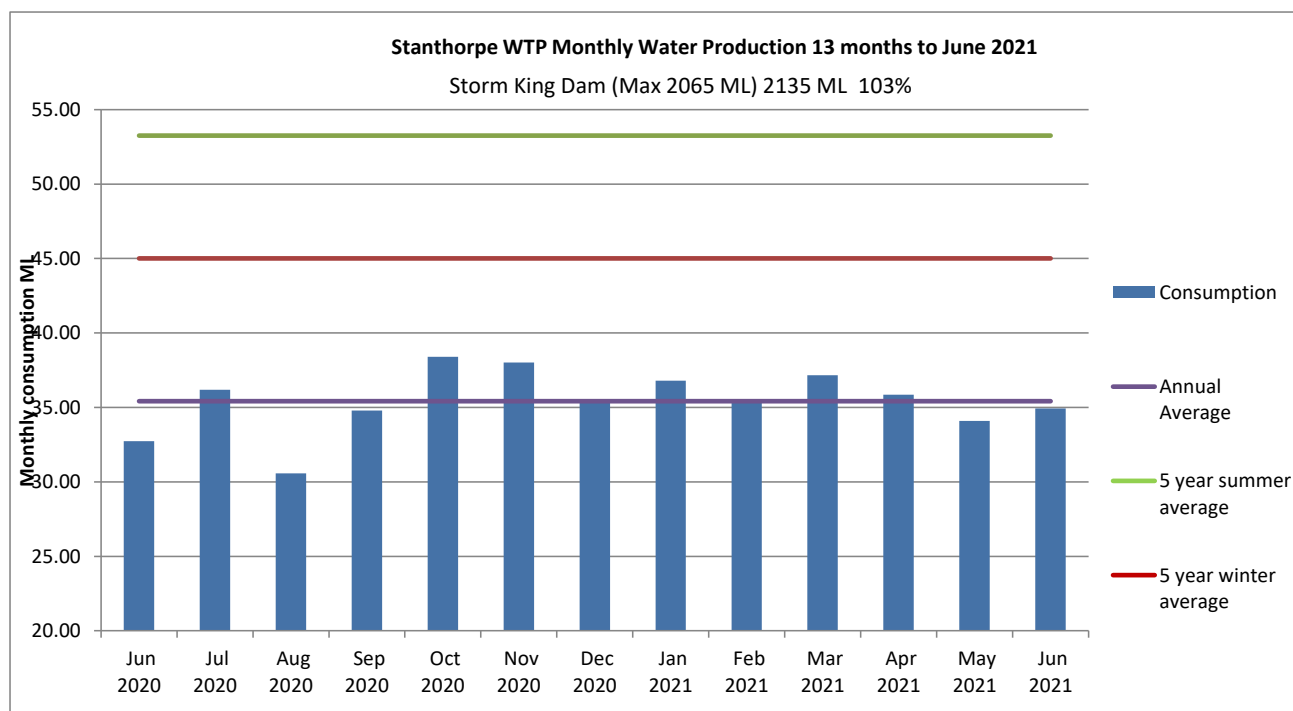
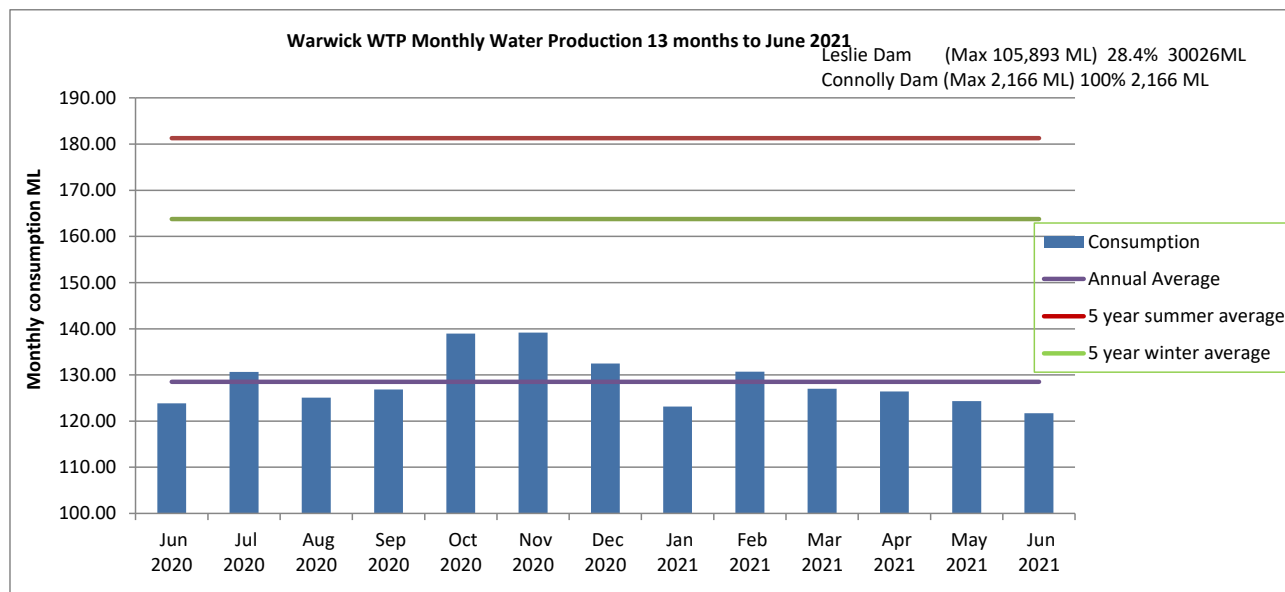
Water

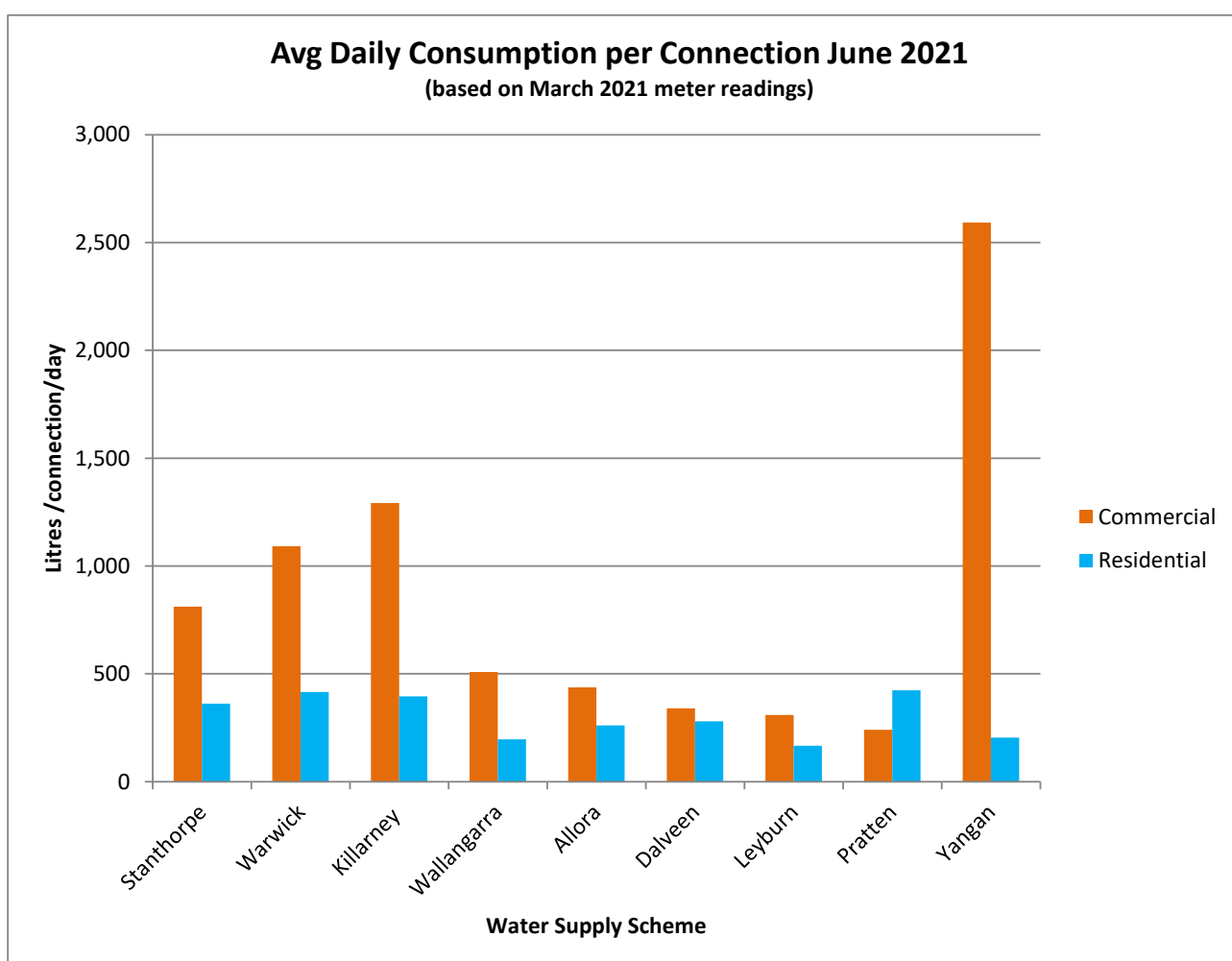
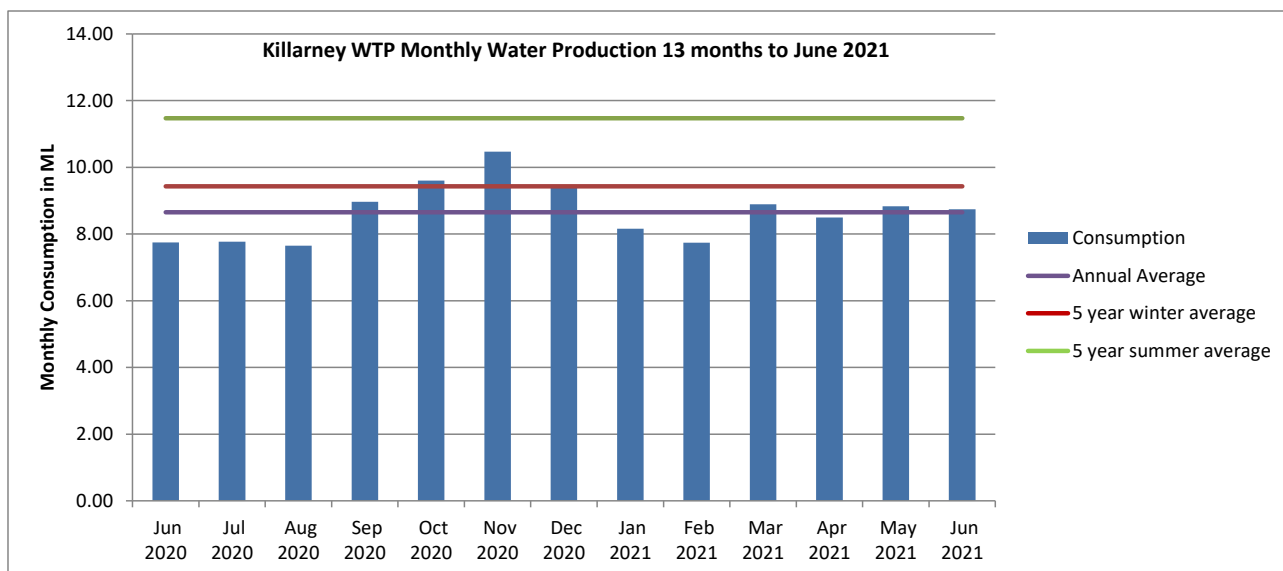
- Work continues to identify potential bore field sites for emergency water supply for Warwick. Inoperable bores on Grey Lane decommissioned and will be replaced with new bores as part of test drilling. Commencement delayed due to weather and unforeseen availability issue with successful contractor.
- Work has been completed to replace the scour valve at Storm King Dam. Inspection and re-tensioning of SKD anchors is also complete and water level in the dam has restored back to full supply level.
- Contract clarification and negotiation is in progress for recycled water treatment upgrade at Warwick wastewater treatment plant.
- Contract for sewer relining has been awarded and weather permitting work will commence in coming weeks.
- Council is working with the Department of Regional Development, Manufacturing and Water and other key stakeholders to finalise the key project deliverables and grant agreement for the recently announced Drought Relief Package by the Queensland Government.

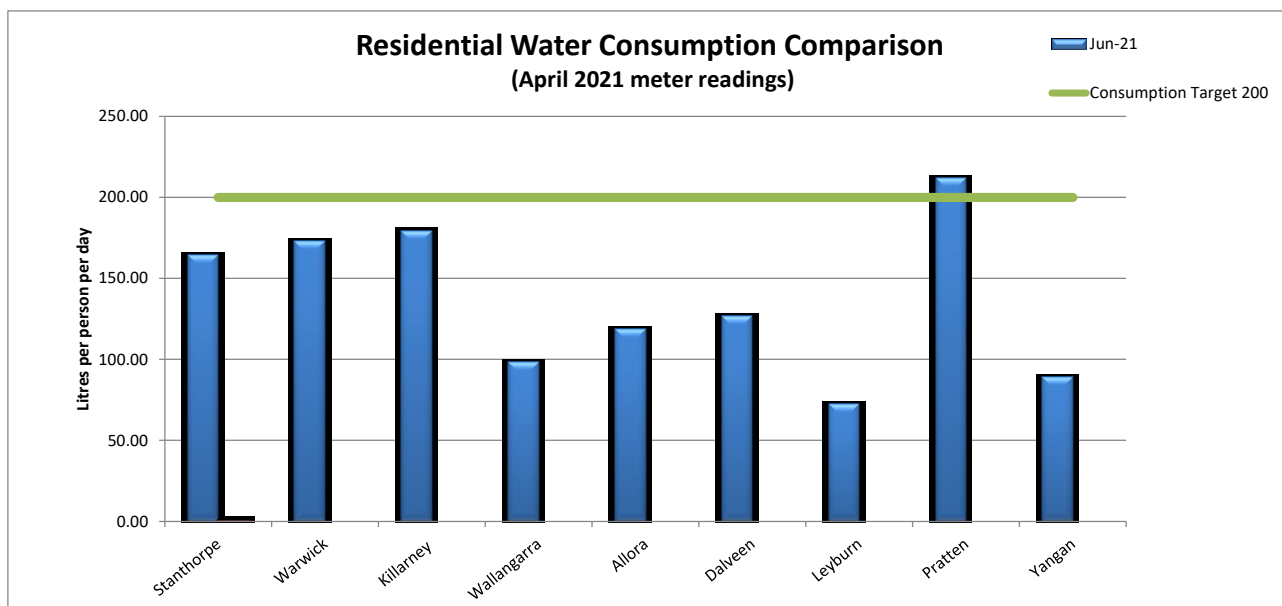
Dam Levels

Water Supply Levels and monthly raw water inflow to the treatment plants at the end of June 2021												
Remaining Supply is based on no rain & current monthly abstraction for dams.												
		Water Scheme	Supply Source/s	Supply Capacity (ML/Yr) unless specified otherwise				Demand (ML)			Remaining Supply Mths*	Remarks
				Maximum	Dam % Full	Quantity	Available	Annual	Monthly	Daily		
1	Warwick	Leslie Dam (SunWater)	105,893	31.60%	33,180	31,300	1477.73	123.14	4.10	Council allocation 27 mths (inc evap)	using new storage curve at request of DNRME (500 ML less than shown on Sunwater website)	
		Connolly Dam	2,166	100.70%	2,181	2131	0	0.00		30 mths (inc evap)		
2	Stanthorpe	Storm King Dam (SKD)	2,065	103.40%	2,135	1,935	453.48	37.79	1.26	18mths (inc evap)	Supply resumed 29 March 2021	
3	Killarney	Spring Creek Weir & OSS	70	100.00%	300	300	124.32	10.36	0.35	6mths OSS or 18 mths from weir	Supply alternates between weir and OSS depending on creek flow. Depletion based on allocation.	
4	Wallangarra	Beehive Dam	97	100.00%	97	119	39.72	3.31	0.11	24 mths		
		The Soak	22	100.00%	22							
6	Dalveen	Bore/s	30	N/A	30	30	7.56	0.63	0.02	47.6	Based on annual allocation divided by monthly demand	
7	Leyburn	Bore/s	30	N/A	30	30	8.77	0.73	0.02	41.0	Based on annual allocation divided by monthly demand	
8	Pratten	Bore/s	30	N/A	30	30	11.52	0.96	0.03	31.3	Based on annual allocation divided by monthly demand	
Leslie Dam (S) Agreement to reserve supply for town water use only when storage level is 460.35 m AHD or less (14,450 ML)												

Monthly Water Consumption Graphs







Work Health and Safety

- The WHS Team has renewed their focus on occupational lung disease and has recently undertaken a new round of “fit testing” to ensure Council staff who are exposed to workplace contaminants such as silica dust and asbestos, have the appropriate PPE that fits their face size and shape, and provides the highest level of protection possible.
- The WHS Team and the IT Team recently worked together on a RFQ for provision of monitoring solutions for remote and isolated workers who are working alone. The RFQ was awarded to Pivotel, who provided a number of different options to support the wellbeing of our remote workers.
- The WHS Team, in conjunction with the Waste Management Team, were recently hosted at the Warwick Landfill by Hazell Bros, who are constructing the new landfill cell. It was a great opportunity for the two organisations to get together and share learnings about their WHS challenges and successes.

ATTACHMENTS

1. Capital Works Project Status Report - Works [↓](#)

Item 13.1 Infrastructure Services Monthly Status Report
Attachment 1: Capital Works Project Status Report - Works



INFRASTRUCTURE SERVICES
Works Department
Capital Works Program 20/21
Capital Works Report 2021-06-30.xlsx

HVSP - Heavy Vehicle Safety And Productivity Program (50/50)		
BRP - Bridge Renewal Programme (50/50)		NOS STARTED
BS - Blackspot (100)		Construction
CNLGGP - Cycle Network/Local Government Grants Program (50/50)		Planning and Design
ARA - Roads to Recovery (100)		Planning
ZIS - Transport Infrastructure Scheme (50/50)		Planning
WQ - Works for Queensland (100)		NO WORK
Operational		
LRCI - Local Roads and Communities Infrastructure Grant (100)		
GRA - Queensland Reconstruction Authority (100)		

Project Name	Original Total Budget	Revised Total Budget	Current Annual Budget	Act Expend	Commit	Life to Date	Original Tasks Estimate	Revised Tasks Estimate	Funding	Progress	Project Officer	Est Start	Act Start	Est Finish	Act Finish	Status/Comment
CAPITAL WORKS - CONSTRUCTION	17,145,860	24,633,088	10,755,708	9,363,003	1,250,893			1,004,694								
<i>Previous Year</i>	<i>7,163,339</i>	<i>13,559,614</i>	<i>2,896,506</i>	<i>2,622,663</i>	<i>270,413</i>			<i>20,000</i>								
CP000300 Easy Street D&C (LGP)	200,000	4,848,414	5,000	3,812	0	242,026	20,000	20,000	SDRC	75%	James Varughese	9/12/2019	16/09/2018	30/06/2022		Project design completed, further direction required from Council regarding project.
CP000485 Dragon, Pratten & Easy St Cycle Design	227,969	340,000	50,000	12,937	112,937	141,067	0	0	CNLGGP	60%	James Varughese	9/12/2018	4/02/2019	30/06/2022		TMR Workshops complete, new design requirements collated into design - presented to Council on 21st April
CP000482 Boukies Road Bridge (BRP4)	682,300	682,496	483,187	489,719	0	680,022	0	0	BRP	100%	Mark Cochrane	7/10/2019	30/09/2019	30/09/2020	29/12/2020	Project completed
CP000483 Upper Forest Springs Bridge (BRP4)	692,800	735,435	540,016	540,016	0	735,435	0	0	BRP	100%	Mark Cochrane	20/01/2020	30/03/2020	13/03/2020	14/08/2020	Project completed
CP000475 Depot Ovale East St Upgrade (HVSP6)	700,000	75,071	25,000	7,500	12,565	57,571	0	0	HVSP	10%	Mark Cochrane	28/07/2019	5/08/2019	31/03/2021		Project cancelled - Awaiting project designs to be shelved for future project.
CP000484 Car Street Footpath LGP	90,000	90,000	1,112	1,112	0	49,000	0	0	SDRC	100%	Andrew Magers	9/12/2019	24/02/2020	25/01/2020	10/06/2020	Project completed
CP000486 Connollys Castle Road Rehab (RTR)	350,000	372,338	109,627	109,627	0	372,338	0	0	RTR 2021	100%	Heath Terkims	22/07/2019	18/06/2020	31/12/2020	24/06/2020	Project completed
CP000487 McGlew Street Cycleway (CNLGGP)	645,000	754,000	75,000	71,706	0	648,307	0	0	CNLGGP	90%	Heath Terkims	10/09/2019	5/08/2019	31/12/2021		Carry over required - CNLGGP funding extension approved to 31/12/2021
CP000488 Park Road Crossover (CNLGGP)	75,000	71,403	30,197	3,695	32,250	88,871	0	0	CNLGGP	15%	Mark Cochrane	16/10/2019		13/08/2021		Project TMR funds returned, design completed - awaiting project start
CP000489 Quatt Pot Ck Cycleway (CNLGGP)	833,000	1,003,636	175,000	125,388	42,196	359,757	0	0	CNLGGP	60%	Peter Crisp	10/01/2020	5/08/2019	31/12/2021		Carry over required - CNLGGP funding extension approved to 31/12/2021
CP000493 Connolly Dam Rd Sealing (RTR)	360,000	1,364,385	699,417	699,417	0	1,364,385	0	0	RTR 2021	100%	Peter Crisp	12/08/2019	3/02/2020	31/12/2020	6/05/2021	Project completed
CP000492 Upper Forest Springs Rd Widen Rehab (RTR)	300,000	440,728	406,709	406,709	0	440,727	0	0	RTR 2021	100%	Mark Cochrane	20/02/2020		31/12/2020	14/12/2020	Project completed
CP000491 Lock St Kerbs & Channel and Car Parking	155,000	150,025	138,150	138,150	0	150,025	0	0	SDRC	100%	Heath Terkims	5/08/2019	10/02/2020	6/12/2019	19/10/2020	Project completed
CP000514 Seal Link Brunswick Av-Wallangara Rd	250,000	808,456	650,000	70,787	27,453	129,242	0	0	SDRG, WQ, LRCI	80%	Heath Terkims	9/09/2019	2/10/2019	31/07/2021		Brunswick Av (SDRC section) construction completed
CP000507 Link Rd Railway to Brunswick Av (P4Q)	0	0	0	250,273	7,595	250,273	0	0	WQ	95%	Heath Terkims	9/09/2019	2/10/2019	30/06/2021		Sealing completed, awaiting item marking
CP000508 Link Rd Wallangara Rd (LRCI)	0	0	0	242,246	35,026	249,246	0	0	LRCI	50%	Heath Terkims	9/09/2019	15/04/2021	30/06/2021		Construction in progress
CP000522 Foote St, Alford Rehab (RTR) CH 56-67	120,000	61,047	7,500	7,500	0	61,047	0	0	RTR 2021	100%	Mark Cochrane	30/02/2020		29/02/2020	29/07/2020	Project completed
CP000503 Freestone Road Rehab (TDS)	350,000	542,509	133,588	133,588	0	542,509	0	0	TDS 1929	100%	Mark Cochrane	30/02/2020	30/02/2020	30/06/2020	28/04/2021	Project completed
CP000478 Resheel Pikeade Rd - Warwick (TDS)	0	612,971	0	1,566	0	614,326	0	0	TDS 1929	100%	Heath Terkims	14/01/2019	12/03/2020	21/06/2019	30/06/2020	Project completed
CP000567 Forest Plain Road Rehab RTR 15-20	563,670	461,389	1,032	1,032	0	461,389	0	0	RTR 2021	100%	Peter Crisp	10/01/2019	17/02/2020	25/06/2021	5/08/2020	Project completed
CP000559 Wallangara Sealing - Margies St (RTR)	0	102,983	0	822	0	103,805	0	0	RTR 2021	100%	Heath Terkims	20/02/2020	30/03/2020	10/06/2020	10/06/2020	Project completed
CP000560 Wallangara Sealing - Barwell St	0	52,887	0	442	0	53,329	0	0	RTR 2021	100%	Heath Terkims	20/02/2020	30/03/2020	10/06/2020	10/06/2020	Project completed
<i>Current Year</i>	<i>6,383,871</i>	<i>6,174,910</i>	<i>7,492,886</i>	<i>6,378,467</i>	<i>772,090</i>			<i>1,178,148</i>								
CP000621 Churchill Dr Park Rd (BS20-21)	288,000	1,007,088	554,500	425,463	151,143	129,756	0	0	BS 20/21	15%	Mark Cochrane	10/09/2020		13/08/2021		Carry over required - BS funding extension approved to 13/08/2021
CP000623 Pratten St William St (BS20-21)	45,150	50,308	43,000	41,066	0	48,303	0	0	BS 20/21	100%	Leigh Murphy	9/10/2020	16/11/2020	30/11/2020	22/08/2021	Project completed
CP000624 Freestone-Chaileys Gully-Pebens (BS20-21)	22,575	43,259	40,000	39,062	7,994	30,862	0	0	BS 20/21	95%	Leigh Murphy	10/09/2020		30/11/2020		Project completed - minor tidy up
CP000644 Marden Rd & Schoch Rd (BS20-21)	30,000	43,259	40,000	34,316	0	37,566	0	0	BS 20/21	100%	Leigh Murphy	10/12/2020	19/10/2020	30/06/2021	22/08/2021	Project completed
CP000645 Freestone Creek Rd (BS20-21)	85,000	88,259	85,000	85,506	1,920	86,755	0	0	BS 20/21	0%	Leigh Murphy	10/12/2020		30/06/2021		Construction in progress - extension received till end of September 2021
CP000626 Victoria Street Rehabilitation RTR 20-21	141,000	378,432	375,000	374,738	338	376,220	0	0	RTR 2021	100%	Mark Cochrane	10/12/2020		30/06/2021	30/06/2021	Construction completed - minor tidy up works remaining
CP000621 Forest Springs Rd Rehab RTR 20-21 Design	270,000	2,698	2,698	1,590	0	1,590	0	0	RTR 2022	5%	Mark Cochrane	10/12/2020		30/06/2021		Project withdrawn - not proceeding next FY
CP000629 Lyndhurst Lane Shoulder Seal RTR 20-21	120,000	184,162	184,162	213,891	4,866	213,891	0	0	RTR 2021	100%	Peter Crisp	10/12/2020	10/09/2020	30/06/2021	30/06/2021	Project completed
CP000648 Maryvale Village Sealing RTR 20-21	200,000	210,536	210,532	211,330	0	211,617	0	200,000	RTR 2021	100%	Malcolm Beattie	10/12/2020	9/12/2020	30/06/2021	5/02/2021	Project completed
CP000660 Wickham Rd Elbow v all Sealing (RTR 20-21)	240,000	285,000	285,000	302,472	0	302,472	0	0	RTR 2021	100%	Peter Crisp	10/12/2020	10/09/2020	30/06/2021	10/06/2021	Construction complete, minor tidy up remaining
CP000628 Myrtle Hill Road Rehab RTR 20-21	280,000	175,000	175,000	19,989	151,459	19,981	0	0	RTR 2021	95%	Mark Cochrane	10/12/2020		30/06/2021		Construction in progress
CP000637 Arbus Road Rehabilitation RTR 20-21	72,000	175,000	175,000	19,417	155,330	19,417	0	0	RTR 2021	95%	Mark Cochrane	10/12/2020		30/06/2021		Construction in progress
CP000649 Town Street, Kanara Sealing RTR 20-21	24,000	31,385	31,385	567	7,150	567	0	0	RTR 2021	10%	Carroll Ben	10/12/2020		30/06/2021		Planning and Design complete - awaiting commencement
CP000647 Auto & Rail St Alford Sealing RTR 20-21	50,000	71,000	71,000	34,189	5,024	34,169	0	0	RTR 2021	100%	Carroll Ben	10/12/2020		30/06/2021	24/06/2021	Project completed
CP000644 Invermay Road Widen (TDS) FY 20-21	600,000	582,162	575,000	572,488	33,687	572,488	0	0	TDS 20/21	95%	Mark Cochrane	10/12/2020		30/06/2021		Construction in progress
CP000642 Invermay Road (TDS) FY 20-21	558,994	592,952	590,000	590,275	721	592,307	0	0	TDS 20/21	95%	Heath Terkims	20/12/2020	31/08/2020	30/06/2021		Project completed
CP000643 Oldac Rd Widen h (TDS)	690,000	690,000	690,000	690,000	45	690,000	0	0	TDS 20/21	95%	Heath Terkims	10/12/2020	31/12/2020	30/06/2021		Project completed - Awaiting final invoices
CP000646 Mack Smith Gully Road (TDS) FY 20-21	429,748	359,300	359,300	0	0	377,814	0	0	TDS 20/21	100%	Mark Cochrane	10/12/2020	19/10/2020	30/06/2021	4/12/2020	Project completed
CP000657 Mapes Road Intersection LRCI	300,000	218,387	218,387	190,778	11,037	188,828	0	0	LRCI	100%	Mark Cochrane	10/08/2020	10/08/2020	10/08/2020	21/06/2021	Project completed
CP000640 Railway St Parking Bays	180,000	150,000	150,000	122,102	36,531	122,102	0	0	LRCI	95%	Heath Terkims	10/12/2020	20/04/2021	30/06/2021		Project completed
CP000654 Warwick Aerodrome Access Roads LRCI	381,000	885,000	725,000	462,187	130,983	462,187	0	0	LRCI	70%	Mark Cochrane	10/12/2020	2/10/2020	30/06/2021		Construction almost completed - awaiting invoices
CP000628 Resheel Gravel Roads (ex LRCI)	690,000	476,509	476,500	7,072	0	7,072	0	0	SDRC	100%	Malcolm Beattie	10/12/2020	10/12/2020	30/06/2021	30/06/2021	Project completed
CP000652 Resheel Donovans Rd Talga 20/21	0	0	0	43,369	0	43,369	0	0	SDRC	100%	Malcolm Beattie	29/08/2020	17/09/2020	30/11/2020	23/09/2020	Project completed
CP000659 Resheel Murrys Rd Glenview Valley 20/21	0	0	0	42,532	0	42,532	0	0	SDRC	100%	Malcolm Beattie	2/10/2020	9/10/2020	30/11/2020	2/11/2020	Project completed
CP000661 Resheel Pikeade Rd Palgrave 20/21	0	0	0	121,895	0	121,895	0	0	SDRC	100%	Malcolm Beattie	2/11/2020	2/11/2020	30/06/2021	8/12/2020	Project completed
CP000686 Resheel Thames Creek Rd Thane 20/21	0	0	0	76,383	0	76,383	0	0	SDRC	100%	Malcolm Beattie	24/10/2020	4/10/2021	24/03/2021	11/02/2021	Project completed
CP000688 Resheel L. Mauch Rd Yangah 20/21	0	0	0	50,441	0	50,441	0	0	SDRC	100%	Malcolm Beattie	2/10/2021	8/02/2021	21/04/2021	15/02/2021	Project completed
CP000696 Resheel Hendon Victoria Hill Rd Talga	0	0	0	11,023	0	11,023	63,384	63,384	SDRC	100%	Malcolm Beattie	30/02/2021	8/02/2021	20/06/2021		Project completed
CP000699 Resheel Allens Rd Shadowale 20/21	0	0	0	69,289	0	69,289	66,587	66,587	SDRC	100%	Malcolm Beattie	18/03/2021	14/04/2021	18/06/2021	28/04/2021	Project completed
CP000708 Resheel Un-named Rd off Middle St Hendon	0	0	0	22,564	0	22,564	1,825	1,825	SDRC	0%	Malcolm Beattie	11/05/2021		30/06/2021		Project completed
CP000661 Resheel Program	1,000,000	1,000,000	1,000,000	1,037,101	28,221	1,037,101	807,479	807,479	SDRC	100%	Peter Crisp	10/12/2020	10/12/2020	30/06/2021	30/06/2021	Project completed
CP000685 Will St Widen and Seal	350,000	350,000	350,000	324,830	5,475	324,830	0	0	SDRC	95%	James Varughese	14/12/2020		28/06/2021		Project completed
CP000686 Lock St Footpath	118,288	106,404	106,404	0	0	118,288	0	0	LRCI	100%	Leigh Murphy	9/10/2020	27/11/2020	10/10/2021	30/06/2021	Project completed
CP000705 College Road Footpath	0	0	0	8,040	0	8,040	0	0	LRCI	0%	James Varughese	10/12/2021		31/12/2021		Design and planning commenced
CP000704 Park Road Upgrade	0	0	0	19,979	24,488	19,979	0	0	LRCI	0%	Mark Cochrane	29/04/2021	7/04/2021	30/11/2021		Design and planning commenced

Item 13.1 Infrastructure Services Monthly Status Report
Attachment 1: Capital Works Project Status Report - Works



INFRASTRUCTURE SERVICES
Works Department
Capital Works Program 20/21
Capital Works Report 2021-06-30.xlsx

HVSP - Heavy Vehicle Safety And Productivity Program (50/50)		
BRP - Bridge Renewal Programme (50/50)		NOT STARTED
BS - Blackspot (100)		Construction
ONLGGP - Cycle Network/Local Government Grants Program (50/50)		Planning and Design
ATR - Roads to Recovery (100)		Completed
TDS - Transport Infrastructure Scheme (50/50)		Warning
WAG - Works for Queensland (100)		Not in scope
Operational		
LRCI - Local Roads and Communities Infrastructure Grant (100)		
GRA - Queensland Reconstruction Authority (100)		

Project Name	Original Total Budget	Revised Total Budget	Current Annual Budget	Act Expend	Commit	Life to Date	Original Tasks Estimate	Revised Tasks Estimate	Funding	Progress	Project Officer	Est Start	Act Start	Est Finish	Act Finish	Status/Comment
Future Years	1,098,650	2,900,065	216,415	159,362	149,670	159,361	179,280	305,546								
CP00060 Connolly Dam Rd Culvert Repl/Widen BRP	463,850	463,850	50,000	48,594	44,969	43,584	0	0	BRP	5%	James Varughese	10/7/2020	9/11/2020	30/06/2022		Design contract awarded. Tender Exemption received.
CP00061 Homestead Road Bridge Construction BRP	1,065,000	1,065,000	30,000	33,773	42,637	38,773	0	0	BRP	5%	James Varughese	10/7/2020	9/11/2020	30/06/2022		Preliminary design contract awarded.
CP00062 Curbin Rd Widen Resurfaced (HVSP)	1,220,000	1,220,000	70,000	76,910	62,084	76,910	179,280	305,546	HVSP	5%	James Varughese	10/7/2020	1/11/2020	30/06/2022		Design contract awarded. Tender Exemption received.
CP00063 Tullaghan Road Rehabilitation RTR 20-21 Design	200,000	1,415	1,415	1,375	240	1,375	0	0		0%	Peter Crip	6/07/2020		25/06/2021		Project withdrawn - not proceeding next FY
CP00064 Freestone Road Bus Turning	150,000	150,000	15,000	3,320	0	3,320	0	0	SDRC	0%	James Varughese	7/12/2020		4/06/2021		Design and planning commenced.
Seed Funding Only				302,361	38,511	0										
900390 Seed Fund Cox Bridge Victoria St Warrack			0	2,712	0				Seed							Deferred - project unsuccessful in application.
900400 Seed Fund Biscay St Drainage dig 4 LGP			0	37,347	0				Seed							Prelim design study complete - seeking Council direction.
9004100 Seed Fund Future Black Spot Projects			65,000	78,147	0				Seed							16 proposals approved for funding in 2022.
9004947 Seed Fund Old Stanthorpe Rd Widening TIG			25,000	17,340	34,779				TIGS 2021							Design and planning commenced.
9004957 Seed Fund Hydraulic Stormwater Studies			100,000	24,485	16,834				Seed							Planning and Design in progress, hydraulic studies for five locations: 1. 140 Overham & 13,15 Baken St - draft report prepared for Council 2. 9 Reym St - preliminary investigations complete 3. 11a King St - preliminary investigations complete 4. 29 Arbutus St - preliminary investigations complete 5. 52 Fitzroy St - preliminary investigations complete 6. 62 Cannigale Rd - preliminary investigations in progress
9004713 Seed Fund Stanthorpe SHS Carpark (S TIP)			20,000	42,330	6,919				Seed							Design completed. Programming for delivery starting in December school holidays.
CAPITAL WORKS - COMMUNITY	1,824,838	2,299,969	433,143	606,649	45,795	0										
Previous Year	1,303,000	1,349,969	336,743	330,316	0	0										
CP00029 Mitchner Shelter Restoration	15,000	288,613	120,000	404,089	0	252,882	0	0	SDRC	100%	James Varughese	10/7/2018	10/7/2018	30/06/2021	11/06/2021	Project completed.
CP000494 Learn to Ride Park (W4G)	360,000	301,232	260,143	260,143	0	301,232	0	0	W4G	100%	James Varughese	4/11/2019	1/07/2019	7/02/2020	4/08/2020	Project completed.
CP00027 Theo Carlor Shed Compliance Upgrade(W4G)	420,000	780,125	28,000	16,106	0	778,229	0	0	W4G	100%	Anneke Jacobsen	5/06/2019	5/06/2019	29/05/2020	24/08/2020	Project completed.
Current Year	268,538	950,000	235,000	235,252	55,795	0										
CP00064 Stanthorpe Netball Club House									W4G							Project transferred to 2022 Works for Queensland program, will be delivered by Parks & Ops
CP00068 Australiana Park Velodrome Facelift	219,538	190,000	190,000	196,296	0	196,296	0	0	LRCI	100%	Mark Gehrane	6/10/2020	2/11/2020	30/09/2021	30/09/2021	Project completed.
CP00062 Australiana Park Access Footpath	20,000	210,000	20,000	9,946	1,200	9,946	0	0	LRCI	5%	James Varughese	3/01/2021		30/09/2022		LRCI Phase 2 submission approved. Carry over project - Planning and Design in progress.
CP00063 Stanthorpe Bus Stop - Stage 3	550,000	550,000	25,000	17,210	14,595	17,210	0	0	SDRC	2%	James Varughese	4/01/2021	4/01/2021	30/12/2022		Carpark design completed. Work being programmed in conjunction with Parks & Ops
CAPITAL WORKS - Maintenance	18,932,400	6,938,984	1,964,985	1,921,733	32,044	0										
Previous Year	3,470,000	603,330	125,961	38,592	0	0										
CP00048 Footpath Replacement	50,000	103,209	4,270	4,270	0	103,209	0	0	SDRC	100%	Cameron Ben	10/7/2019	10/7/2019	30/06/2020	13/07/2020	Works Completed
CP00047 Seal Gravel Roads	2,000,000	95,194	13,825	13,825	0	95,194	0	0	SDRC	100%	Cameron Ben	10/7/2019		30/06/2020	1/05/2020	Works Completed
CP00049 Emergent repairs to Stormwater	750,000	87,746	4,900	4,900	0	87,746	0	0	SDRC	100%	Cameron Ben	10/7/2019	15/06/2020	30/06/2020	30/06/2020	Works Completed
CP00050 Replacement of damaged Kerb & Channel	750,000	248,457	99,350	4,900	0	58,457	0	0	SDRC	100%	Cameron Ben	10/7/2019	8/06/2020	30/06/2020	30/06/2020	Works Completed
CP00046 Replace damaged light poles	120,000	74,282	3,006	3,006	0	74,282	0	0	SDRC	50%	Cameron Ben	5/08/2019		18/10/2019		Works Completed
Current Year	55,262,400	6,337,184	1,931,704	1,890,651	32,044	0										
CP00058 Flood Recovery 19_20 Feb/20 Event (GRA)	15,000,000	6,080,391	1,500,391	1,218,770	861	1,218,770	0	0	GRA	0%	Cameron Ben	10/7/2020		30/06/2022		2021 emergent works from March to June - resurfacing damages, re-surfacing
CP00063 Bratlawes Xing Flood Recovery Feb 20	0	0	0	41,120	0	41,120	0	0	GRA	0%	Cameron Ben					
CP00064 Unsealed Rds 3 Flood Recovery Feb 20	0	0	0	55,004	22,288	55,004	0	0	GRA	0%	Cameron Ben					
CP00065 Structures 1 Flood Recovery Feb 20	0	0	0	44,309	0	44,309	0	0	GRA	0%	Cameron Ben					
CP00066 Unsealed Roads 2 Flood Recovery Feb 20	0	0	0	147,547	5,075	147,547	0	0	GRA	0%	Cameron Ben					
CP00067 Unsealed Roads 3 Flood Recovery Feb 20	0	0	0	52,387	0	52,387	0	0	GRA	0%	Cameron Ben					
CP00068 Unsealed Roads 4 Flood Recovery Feb 20	0	0	0	1,164	0	1,164	0	0	GRA	0%	Cameron Ben					
CP00069 Major Pavement Repairs Various 20-21	100,000	100,000	100,000	95,835	0	95,835	0	0	SDRC	85%	Cameron Ben	6/07/2020		25/06/2021		Condamine St asphalt intersection approach completed
CP00072 Emergent repairs to Stormwater	75,000	75,000	75,000	70,670	2,880	70,670	0	0	SDRC	85%	Cameron Ben	10/7/2020	1/10/2020	30/06/2021		Works Completed
CP00067 Wallangarra Footpath Bridge Link Drive	57,400	35,713	35,713	35,713	0	35,713	0	0	LRCI	100%	Cameron Ben	5/10/2020	2/11/2020	30/09/2021	30/09/2021	Works Completed
CP00066 Willow St Killarney Footpath	30,000	30,000	30,000	28,219	960	28,219	0	0	LRCI	50%	James Varughese	5/10/2020	2/11/2020	30/09/2021		Works Completed
CAPITAL WORKS - COMBINED TOTAL	37,902,798	33,873,641	13,345,834	11,890,486	1,268,792	1,138,655	1,904,694									
				89%	10%											
				98.83%												

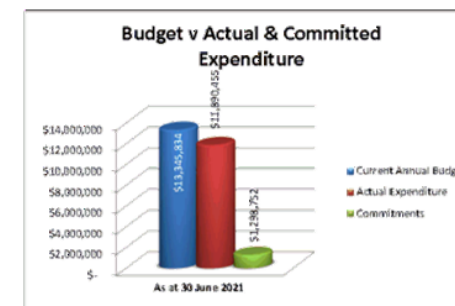


INFRASTRUCTURE SERVICES
Works Department
Capital Works Program 20/21
Capital Works Report 2021-06-30.xlsx

HVSP - Heavy Vehicle Safety And Productivity Program (50/50)		NOT STARTED
BRP - Bridge Renewal Programme (50/50)		NOT STARTED
BS - Blackspot (100)		Construction
CNLGGP - Cycle Network/Local Government Grants Program (50/50)		Planning and Design
ATR - Roads to Recovery (100)		Completed
TIDS - Transport Infrastructure Scheme (50/50)		Warning
WAG - Works for Queensland (100)		Not Started
Operational		
LRCI - Local Roads and Communities Infrastructure Grant (100)		
QRA - Queensland Reconstruction Authority (100)		


Project Name	Original Total Budget	Revised Total Budget	Current Annual Budget	Act Expend	Commit	Life to Date	Original Tasks Estimate	Revised Tasks Estimate	Funding	Progress	Project Officer	Est Start	Act Start	Est Finish	Act Finish	Status/Comment
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FUNDING PROGRAM PROGRESS						
Budget	Actual	Comm	% Budget (Actual)	% Budget (Act+Comm)	Program	
95,000	84,410	74,569	88.95%	167.38%	HVSP	
2,431,692	2,272,383	51,181	93.45%	95.55%	SDRC	
667,203	612,062	87,596	91.74%	104.87%	BRP	
762,500	287,941	161,657	37.44%	58.75%	BS 2021	
330,197	214,237	187,383	64.90%	121.65%	CNLGGP	
1,675,504	1,442,573	254,823	86.10%	101.31%	LRCI	
2,653,155	2,314,195	324,257	87.22%	99.44%	RTR 2021	Target \$2,366,012 - 30th June 2021
13,588	15,540	0	114.39%	114.39%	TIDS 1900	
2,208,260	2,202,502	68,242	99.69%	102.82%	TIDS 2021	Target \$2,196,74 - 30th June 2021
1,590,291	1,889,414	28,204	104.40%	106.16%	QRA	
278,143	526,522	7,365	189.30%	192.12%	WAG	
0	0	0	0.00%	0.00%	STP	
650,000	70,787	27,463	10.89%	15.11%	SDRC, WAG, LRCI	
0	185,821	23,753	0.00%	0.00%	Seed	
0	0	0	0.00%	0.00%	Operational	



13.2 Black Spot Funding Applications 2022/23

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Manager Works	ECM Function No/s: 28.77

Recommendation

THAT Council endorse the following projects for submission to the Australian Government's Black Spot funding for 2022-23:

1. Denham Street, Stanthorpe
2. Horsman Road, Warwick
3. Glen Road & Willi Street, Warwick
4. Albert Street & Dragon Street, Warwick
5. Ann Street & Glen Road, Warwick
6. Freestone Creek Road, Freestone
7. Hendon Deuchar Road, Deuchar
8. Paynes Road, Freestone
9. Maryvale Road, Maryvale
10. Whiskey Gully Road & Yellowbox Road, Stanthorpe
11. Mary Street, Warwick
12. McMasters Road, Upper Freestone
13. Corundum Street & Marsh Street, Stanthorpe
14. Willow Street & Acacia Street, Killarney
15. Old Stanthorpe Road, Cherry Gully

REPORT

Background

The Black Spot program is an Australian Government funded program administered through the Department of Transport and Main Roads. The Black Spot program allocates funding to provide safety improvements to dangerous roads and intersections throughout Australia in an effort to reduce road fatalities. Community groups, motorist organisations, industry organisations, Councils and individuals are able to nominate Black Spot sites around Australia to be considered for treatment.

Black Spot projects are either identified as being "Reactive", which is in response to a number of recent road crashes; or "Proactive", which are sections of roads or intersections that might be considered as "accidents waiting to happen". Black Spot projects are reasonably minor in nature, such as the addition of traffic signals or roundabouts at an intersection, but these projects produce a large community benefit by way of road safety improvement.

Report

Council has identified the following sites as being suitable for submission to the Australian Government's Black Spot funding for 2022-23 financial year. The costs provided below are early estimates and will be fully ascertained prior to the funding submissions being lodged.

The proposed Reactive projects are:

Reactive Project	Estimated Cost \$
1. Denham Street, Stanthorpe	75,000
2. Horsman Road, Warwick	15,000
Total Reactive	90,000

The proposed Proactive projects are:

Proactive Project	Estimated Cost \$
3. Glen Road & <u>Willi Street</u> , Warwick	320,000
4. Albert Street & Dragon Street, Warwick	50,000
5. Ann Street & Glen Road, Warwick	5,000
6. Freestone Creek Road, Freestone	410,000
7. Hendon <u>Deuchar Road</u> , <u>Deuchar</u>	20,000
8. <u>Paynes Road</u> , Freestone	68,000
9. Maryvale Road, Maryvale	246,000
10. Whiskey Gully Road & <u>Yellowbox Road</u> , Stanthorpe	52,000
11. Mary Street, Warwick	26,000
12. McMasters Road, Upper Freestone	510,000
13. Corundum Street & Marsh Street, Stanthorpe	45,000
14. Willow Street & Acacia Street, Killamey	85,000
15. Old Stanthorpe Road, Cherry Gully	40,000
Total Proactive	1,877,000

Funding applications are required to be submitted to the Australian Government by 16 July 2021.

FINANCIAL IMPLICATIONS

Black Spot funding is 100% funded by the Australian Government. Should projects exceed the approved project value, Council would be required to make up any shortfall.

It should be noted that Black Spot funding does not pay for any maintenance/renewal works such as resealing a section of road – Council would be required to pay for renewals that are required for any approved projects.

RISK AND OPPORTUNITY

Risk

Nil

Opportunity

To make safety improvements to Council-controlled roads utilizing external funding.

COMMUNITY ENGAGEMENT

Internal Consultation

Discussions held within the Works Department's Capital Delivery and Maintenance sections.

External Consultation

In May 2021, the community were invited to submit dangerous roads/intersections for consideration as future Black Spot projects.

Further community engagement for the Black Spot program occurs through the State's Consultative Panel.

LEGAL / POLICY

Legislation / Local Law

Local Government Act and Regulations

Corporate Plan

Corporate Plan 2021-26

15. Lobby and plan for practical and cost effective solutions that provide safe and accessible air, road and rail transport corridors for the community, visitors and industry.

Policy / Strategy

Nil

ATTACHMENTS

1. Black Spot 2022/23 Proposed Projects [↓](#)


Black Spot 22/23 Proposed Projects

Reactive Projects	Proposed Scope of Works	Estimated Cost
Denham Street, Stanthorpe	<ul style="list-style-type: none"> Installation of median island on Denham St legs of the intersections. Line markings and installation of signs. 	\$75,000.00
Horsman Road, Warwick	<ul style="list-style-type: none"> Installation of signs and linemarkings at Rose St, Peters St and Glennie St Intersections. 	\$15,000.00
Total Reactive		\$90,000.00

Proactive Projects	Proposed Scope of Works	Estimated Cost
Glen Road & Willi Street, Warwick	<ul style="list-style-type: none"> Removing existing Y intersection and marking a T intersection. Installation of new stormwater pipe. Line marking and signage installations. 	\$320,000.00
Albert Street & Dragon Street, Warwick	<ul style="list-style-type: none"> Installation of median islands on Albert St legs of the intersection. Installation of kerb extensions and kerb ramps. Installation of signs and line markings. 	\$50,000.00
Ann Street & Glen Road Warwick	<ul style="list-style-type: none"> Installation of signs and line markings at the intersection. 	\$5,000.00
Freestone Creek Road, Freestone	<ul style="list-style-type: none"> Pavement widening on crests (chainage 4.350 to 5.000). Power pole relocation. Installation of signs and line markings. 	\$410,000.00
Hendon Deuchar Road, Deuchar	<ul style="list-style-type: none"> Power pole relocation. Installation of signs and linemarkings. 	\$20,000.00
Paynes Rd, Freestone	<ul style="list-style-type: none"> Pavement widening on horizontal curve (chainage 0.840 to 1.120). Installation of signs and line markings. 	\$68,000.00
Maryvale Road, Maryvale	<ul style="list-style-type: none"> Pavement widening on curve. Batter slope flattening. Power pole relocation. Stormwater drainage. Installation of signs and line markings. 	\$246,000.00
Whiskey Gully Road & Yellowbox Road, Stanthorpe	<ul style="list-style-type: none"> Pavement widening. Culvert extension. Installation of signs and line markings. 	\$52,000.00
Mary Street, Warwick	<ul style="list-style-type: none"> Making traffic one-way through Mary Street. Installation of signs and linemarkings. 	\$26,000.00
McMasters Rd, Upper Freestone	<ul style="list-style-type: none"> Sealing of 6m wide gravel road (chainage 2.5 to 3.5). Installation of signs and linemarkings. 	\$510,000.00
Corundum Street & Marsh Street, Stanthorpe	<ul style="list-style-type: none"> Installation of new pedestrian crossing at Corundum Street. 	\$45,000.00
Willow Street & Acacia Street, Killarney	<ul style="list-style-type: none"> Removing eastern leg of Acacia St between Willow St and Acacia St and squaring up remaining two intersections. 	\$85,000.00
Old Stanthorpe Road, Cherry Gully	<ul style="list-style-type: none"> Installation of shoulder, installation of additional signage and guideposts, drainage improvement (chainage 19.9 to 26). 	\$40,000.00
Total Proactive		\$1,877,000.00

13.3 Proposed Speed Changes - Rosenthal Heights

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Manager Works	ECM Function No/s:

Recommendation

THAT Council accept the Rosenthal Heights area speed changes to mainly a 70km/h speed limit.

REPORT

Background

Nil

Report

The area of Rosenthal Heights including Schoch Road, Glen Road, Mardon Road, Everest Road, Campbell Road and Lyndhurst Lane have inconsistent speed limits throughout. The area has become more populated resulting in increased traffic volumes. Multiple requests have been issued to Southern Downs Regional Council from residents requesting Council to review the speed limits, mainly around Schoch Road, however a broader approach was taken to review the area as a whole.

A speed review was completed in accordance with Part 4 of the Manual of Uniform Traffic Control Devices (MUTCD). Road formation widths within the area were restrictive which resulted in Criteria Based Speed Limits applying in most circumstances. In lieu of this, a large portion of the road formation within the area is within the target width for speed limit enforcement. The similarity of populated areas was also taken into consideration, therefore speed limit enforcement was preferred.

Upon completion of the review, a speed limit of 70km/h was found to be the most acceptable for the area.

Glen Road, to clarify, is a collector road that services an area of Rosenthal Heights that have rural residential blocks where there is a high number of properties that have horses on them. There are steep gradients within this zone and the feedback from residents towing horse floats is they require this speed limit to be able to build enough momentum to climb the hill. When a trial of 60km/hr was introduced some years ago the feedback was that vehicles had to continually change down gears resulting in some vehicles stalling and creating a dangerous situation. The site was reassessed and returned to 80km/hr. There have been no safety reasons to change this zoning since it was returned to 80km/hr, and so that is why it is shown at 80km/hr.

Dight Road is also shown as 80km/hr as it is largely undeveloped which may change over time. However for the interim 80km/hr is considered the appropriate speed.

As stated above the remainder of the zones have been assessed at 70km/hr leading into the more urban areas where the speed zoning is either at 60km/hr for collector roads or 50km/hr for normal urban operations.

The changes have been forwarded to the Traffic Advisory Committee for endorsement and those have been received and in favour of the changes.

Conclusion/Summary

In summary by implementing a uniform speed management on this region of Warwick will help clarify the speed limits and prevent ad hoc speed changes.

FINANCIAL IMPLICATIONS

Approximately \$6000 for sign procurement and installation.

RISK AND OPPORTUNITY

Risk

Nil

Opportunity

Nil

COMMUNITY ENGAGEMENT

Internal Consultation

Maintenance Area Engineer and Associated Departments.

External Consultation

Merit Requests received

Speed Management Committee

Details of any approved changes to be communicated in appropriate media formats

LEGAL / POLICY

Legislation / Local Law

Manual of Uniform Traffic Control Devices (MUTCD)

Corporate Plan

Corporate Plan 2021-26

15. Lobby and plan for practical and cost effective solutions that provide safe and accessible air, road and rail transport corridors for the community, visitors and industry.

Policy / Strategy

Nil

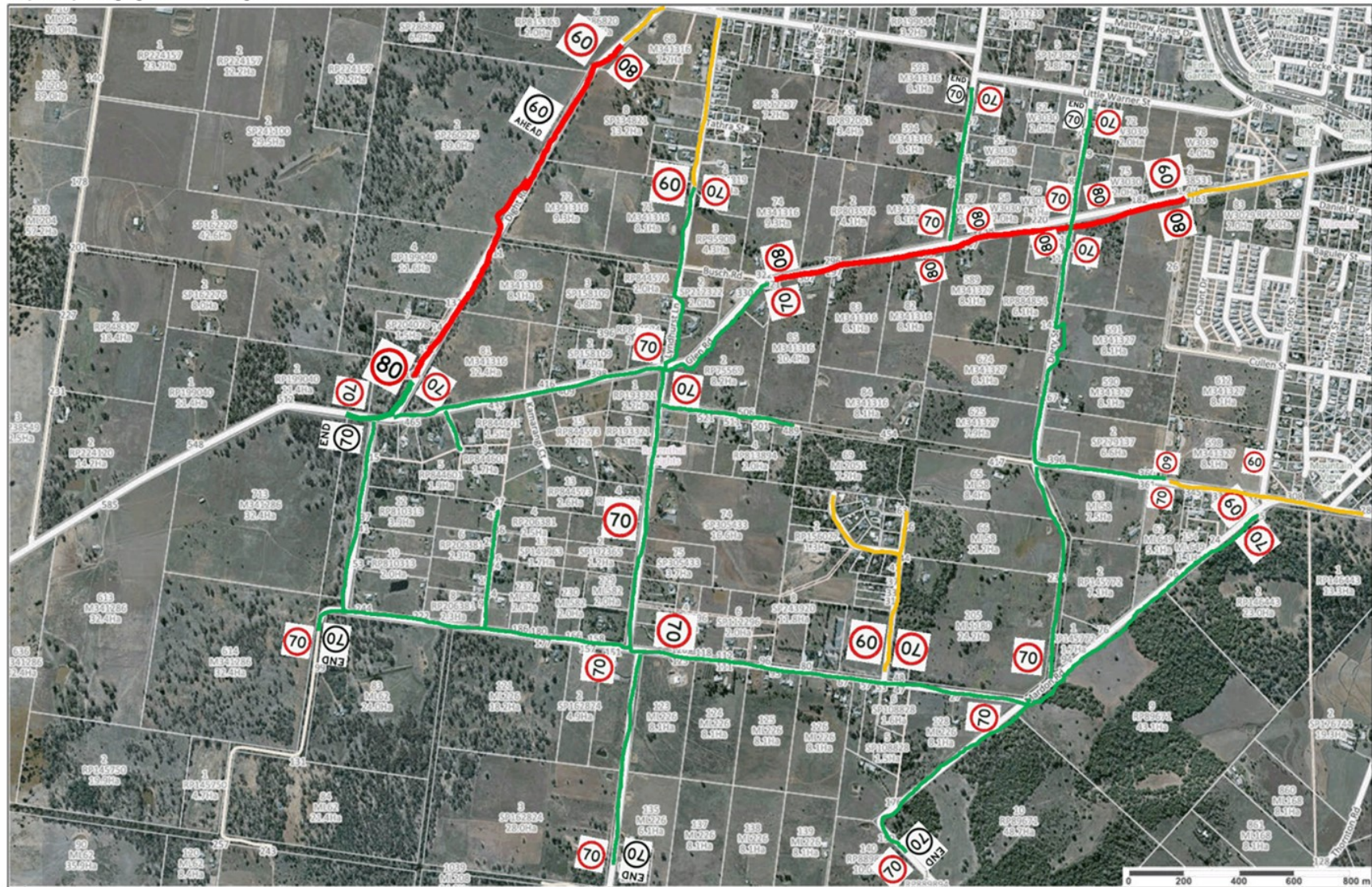
ATTACHMENTS

1. Existing Signage [↓](#)
2. Proposed Signage [↓](#)

Existing Speed Signage – Rosenthal Heights




Proposed Speed Signage – Rosenthal Heights



13.4 One-Way Street Proposal - Acacia Avenue, Warwick

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Manager Works	ECM Function No/s: 02.18, 28.04, 30.76

Recommendation

THAT Council endorse the designation of Acacia Avenue, Warwick as a one-way street from Percy Street travelling south to Wood Street for a trial period of six months.

REPORT

Background

At its Ordinary Meeting of Council on 9 June 2021, Council received a petition dated 19 May 2021 signed by each of the residents along the western frontage of Acacia Avenue, Warwick, between Percy Street and Wood Street; requesting that the traffic conditions be addressed by Council.

The petition contains information regarding traffic congestion, near-misses and safety concerns along Acacia Avenue.

History

The original town plan of Warwick dated 1879 provided for long, narrow property lots with a night soil lane at the back of each property for the Dustman to service the privy at the back of each property. These night soil lanes were narrow in nature.

With the adoption of internal plumbing services, the need for night soil lanes diminished. Over time the long, narrow property lots were subdivided, allowing properties' street frontage on the Avenue. This was unlikely to have caused an issue at the time due to the lower suburban population and fewer numbers of motorised vehicles.

Report

It has been reported that in an effort to reduce the risk of COVID-19 community transmission, St Mary's School implemented a school pick-up plan that utilises the car parking area behind the church and school rather than parents using the car parking bays along Palmerin Street or Percy Street. This has increased the traffic volume along Acacia Avenue, particularly during school drop-off and pick-up hours. Issues arising from this congestion are:

- Vehicles making mixed decisions upon entry and exit of Acacia Avenue which have resulted in multiple near misses with vehicles travelling on Percy Street.
- First Response vehicles being delayed due to the congestion
- Increased vehicle/pedestrian interaction at the Percy Street/Acacia Avenue especially with children walking from Warwick Central School.
- Queuing of vehicles along Percy Street through the Palmerin Street roundabout
- Damage to boundary fences on Acacia Avenue due to the minimal width for 2 vehicles to pass each other.

The issue of the congestion has been raised with the St Mary's Lower campus Principal with SDRC providing advice on a modification to the schools existing traffic management plan. The modification was essentially a one way proposal with internal arrangements within the car parks to facilitate the one way in Acacia Ave. Upon consultation with both St Mary's School and the Catholic Church, the adoption of the SDRC proposed option was rejected by the school. The Church was also not in favour of the changes due to the needs of car parking requirements of the Church.

During the meeting between SDRC, St Mary's and Catholic Church, an option was discussed of making Acacia Avenue a one way street **only during the morning and afternoon school hours**. This would then provide a safer path for parents to pass other vehicles on Acacia Avenue and exit onto Wood St (Figure 3). This option was tabled at the Traffic Advisory Committee (TAC) Meeting on the 18/02/21 however no change came from the meeting.

After the TAC meeting, SDRC received notification from a resident that an ambulance had been significantly impeded within the traffic congestion whilst trying to attend an emergency. Upon receiving this information, SDRC officers are advising that a change needs to occur on Acacia Avenue to alleviate at least some of this congestion. This recommended change is the installation of permanent One Way signage on Acacia Avenue.

Conclusion/Summary

In order to provide a solution to the current traffic congestion, it is proposed that Council designate Acacia Avenue as a one-way street from Percy Street travelling south to Wood Street for a trial period of six months.

A review will be undertaken at the end of the trial period with a recommendation put before Council, proposed in January 2022.

An alternative option would be to wait until St Mary's School has relocated and reassess the traffic congestion situation after that time.

FINANCIAL IMPLICATIONS

Sufficient funding exists within Council's Special Maintenance Budget for the installation of the appropriate signage and hire of a mobile Variable Message Sign Board to indicate "changed traffic conditions ahead" or similar required notification. Expected costs to make Acacia Avenue one way from Percy Street to Wood Street is approximately \$1200 for signage procurement and installation.

RISK AND OPPORTUNITY

Risk

Nil

Opportunity

Nil

COMMUNITY ENGAGEMENT

Internal Consultation

The maintenance section of the Works Department including Manager Works

External Consultation

Discussions with St Mary's School and the Catholic Church leaders about possible solutions.

LEGAL / POLICY

Legislation / Local Law

Council is the local road authority and has the power to designate Acacia Avenue as a one-way street, requiring that traffic only travel in a southerly direction from Percy Street to Wood Street.

Corporate Plan

Corporate Plan 2021-26

15. Lobby and plan for practical and cost effective solutions that provide safe and accessible air, road and rail transport corridors for the community, visitors and industry.

Policy / Strategy

Nil

ATTACHMENTS

1. Petition dated 19 May 2021 [↓](#)

Petition To: Mayor Pennisi and Councillors

Southern Downs Regional Council

19th May 2021

From: The Ratepayers and Residents of Acacia Avenue between Percy Street and Wood Street

Re: Traffic in Acacia Avenue

We the undersigned residents of Acacia Avenue petition the Mayor and Councillors to reverse their decision to dismiss reports of traffic disruption and property damage in Acacia Avenue resulting from changed traffic conditions between Percy and Wood Streets, outlined in a letter (Pat Ryan, 15th March 2021) and forwarded to Council for the following reasons:

- The letter submitted to Council (Pat Ryan 13/03/2021) set out the concerns shared by all residents of the Avenue about the safety and well-being of their persons and their property and offers fair and reasonable alternatives to the current traffic chaos.
- Council's consultations with "various stakeholders" about these issues did not include any residents or ratepayers of Acacia Avenue. We were not consulted about the implementation in mid-2020 of a new traffic plan by St Mary's Primary School. Neither were we consulted about the development of a new petrol station on the corner of Guy and Wood Street and the resulting heavy vehicle traffic in a single lane thoroughfare. Nor were we consulted for input subsequent to reports of damage to property, obstruction of access, and other issues resulting from changed traffic conditions.
- Among the residents of Acacia Avenue are workers in essential services such as aged care, disability and corrective services, and parents of young children.
- We are obstructed from accessing our homes or parking outside our homes in the Avenue while attempting to exit or enter our properties. Our gates, fences and walls have been impacted and damaged, bins knocked over and contents spilled, and we are now asked by you and St Mary's Primary School to accept this situation indefinitely. This is a denial of our freedom of movement, a basic human and civil liberty. Our lives and access to our work are at the whim of the school traffic.
- As you are aware, Acacia Avenue is a single lane thoroughfare without nature strip, footpaths, gutters or other form of barrier between residents' properties and passing traffic which, in addition to the school traffic, now includes heavy commercial vehicles from building works at the Condamine Club and the service station on the corner of Guy and Wood Sts.
- We ask that our concerns be given equal weight with those of St Mary's Primary School and Church. Our lives are no less impacted by covid than the families at St Mary's Primary School. We face the same covid limitations and restrictions as they do, and more so given the additional restrictions and obstructions due to traffic blockage of the Avenue.

- We ask if Council considers Acacia Avenue and all other Avenues of Warwick as 'dunny lanes' and if this description constitutes part of their official response.
- We propose an alternate view of Warwick's 'dunny lanes' more in tune with the times – reimagined as bustling, tree fringed pedestrian-friendly thoroughfares, lined with flower boxes and accessible to local traffic only or secured from traffic by decorative bollards and chain links. Such Avenues which formerly served as 'dunny lanes' can be found in all the most expensive and sought-after suburbs in Brisbane and every other developed city around the world.
- We are advised by the Department of Transport and Main Roads Queensland that Council is 'absolutely' responsible for the management of Acacia Avenue and that it lies within your power to determine traffic size and congestion on the Avenue.
- We are aware that certain inner-city schools in Brisbane have long-standing off-street set-down parking for parents and students. This policy was developed to alleviate traffic congestion not to cause it as St Mary's traffic diversion into Acacia Avenue has produced.
- There is no evidence that traffic congestion in Acacia Avenue prevents covid contagion, especially since children co-mingle in the playground, school, shopping centre, playing fields, etc during and post school hours.

We ask:

- that Council exercise its power to mitigate the problems we have outlined in our petition;
- that Council support our request for St Mary's traffic to revert to the ample on-street parking on Palmerin Street, the school frontage and Percy St. Those parking bays lie idle while Acacia Avenue is overwhelmed and grid-locked;
- that Council support our request for St Mary's traffic to traverse Acacia Avenue one-way from Percy Street to Wood Street, enter the first driveway to the churchyard pickup/dropoff area then exit to Wood Street via the second driveway, thus significantly reducing the volume of 2-way traffic in Acacia Avenue and eliminating the hazard of the current self-intersecting traffic plan;
- that Council include us in any future proposed changes so that we may address any possible risks to our lives and property.

As this matter has previously been before Council we ask that it be dealt with at the earliest opportunity. We are happy to meet with Council to discuss any of the matters raised in this petition.

Contact person on behalf of your Petitioners:

Pat Ryan
85 Percy St
Ph: 0490 260 075
email: patmdryan@gmail.com


Name	Address
Pat Ryan	85 Percy St, Warwick
CHRIS RYAN	85 Percy St
Trevor DAS	134 Acacia Ave Warwick
Alicia Fitzpatrick	13A ACACIA AVE Warwick
Robert Watts	15 Acacia Ave Warwick
Chloe Watts	15 Acacia Ave WARWICK
C. Watts	15A Acacia Ave.
Veila Tangle	Warwick
Ally Tangle	17 Acacia Ave
Daniel Oliver	17 Acacia Ave Warwick
Kaycee Inmon	17 Acacia Ave, Warwick QLD.
Trevor Hart	13 Acacia Avenue Warwick Qld.
Jessica Cordova	13 ACACIA AVE Warwick Qld.

19 May 2021

14. PLANNING AND ENVIRONMENTAL SERVICES REPORTS

14.1 Planning and Environmental Services Monthly Status Report

Document Information

	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Manager Planning Services Manager Environmental Services	ECM Function No/s:

Recommendation

THAT Council notes the operational details as outlined in the Sustainable Development Monthly Status Report.

REPORT

Planning and Development

Whilst Economic Development and Tourism is no longer within the Planning and Development department, this summary relates to the operational details for the month of June.

Economic Development and Tourism

- Council is commencing a residential attraction campaign entailing recruitment marketing, with three local businesses as pilot program, to assist with recruitment marketing activities.
- The Economic development strategy project has kicked-off with the inception meeting being held and a workshop session with Councillors scheduled.
- The draft Events Strategy has been received by Council and a workshop has been arranged with Councillors.
- The Small Business Friendly Council program has held its initial meeting, including communities of practice on 16 June. At the meeting the areas of interest, for improvements, was discussed and priorities given.
- Continuing work on the jointly funded Federal and Queensland Governments Disaster Recovery Funding Arrangement tourism recovery package, which includes:
 - Marketing campaign.
 - Marketing and development, with a small business focus.
 - Public relations and media famils.
 - Tourism recovery officers:
 - One full time tourism recovery officer.
 - One full time wine recovery officer. This position will be shared 50/50 with Scenic Rim Regional Council and sit with the Department of Innovation and Tourism Industry Development.
 - Tourism Recovery Fund.
 - Business Advice Support Program is wrapping up due to the funds allocated being utilised.

- The development of the tourism app for the region is substantially completed and anticipated for completion by the end of July.
- The Deed of Grant has been signed with the Department of Employment, Small Business and Training for the delivering of five projects under a Go Local campaign.
- Warwick Why Leave Town Gift Card Campaign – the agreement with Why Leave Town has been signed, enabling the rollout of this campaign with the Warwick Credit Union.

Regional Skills Investment Strategy

- The RSIS project was completed on 28 June. A report will be presented to the following Council meeting to provide a summary of this project and the associated achievements.

Planning Services

- Planning continues to experience high volumes of planning application lodgements and enquiries. The quarterly report will be presented to the following Council meeting to outline the statistics for the previous quarter.

Built Environment

- The Australian Institute of Building Surveyors have issued the reaccreditation of Council's Building Certifier.

Environmental Services

Local Laws

- The draft Invasive Pests Strategic Plan 2020-2024 was released for public consultation, with submissions closing 18 June 2021. Four (4) formal submissions were received and fourteen (14) submissions were completed via the on-line portal. Submissions are currently being reviewed and the draft Plan being amended as required.
- Works on the Warwick pound facility, funded through Covid-19 Works for Queensland have been completed. Works include a new shed to store plant and equipment, installation of solar and recycled water and an upgrade to the flooring, lighting and ventilation in the pound.
- Upgrade works have been completed to the Killarney and Stanthorpe dog fence.
- A co-ordinated 1080 baiting program was provided mid-June.
- A Harrisia cactus awareness day was held in conjunction with Biosecurity Queensland with property owners along with Goondiwindi boundary. The purpose of this was to raise awareness with landowners on the identification and eradication of Harrisia cactus.
- A large group of flying boxes initially located along Quart Pot Creek in Stanthorpe was successfully dispersed from the town area.

Regulatory Services

- Consultation on the draft Southern Downs Environmental Sustainability has been finalised and report is being prepared for the 27 July Ordinary Meeting. Development of the strategy is funded through the Australian Government's Building Better Regions Fund.
- Work is progressing on the refurbishment of the old Warwick SES building to provide additional office accommodation in the face of Covid-19 restrictions.
- A bore has been drilled and established on the Maryvale Recreation Reserve which will be used to irrigate landscaping and service public rest facilities. The project was identified through the Maryvale Urban Design Framework is funded through Works for Queensland.
- Preparation of a policy focusing on recreational activities on Council owned water storages continues. A draft policy has been developed in consultation with user groups and it is anticipated it will soon be brought before Council.
- A legal matter regarding unlawful residential occupation of a temporary home at Leyburn is set down for further mention on 28 July 2021. This was after the matter went before the court on 7 June where a not guilty plea was entered by the landowner.

- Collaborative planning with Jumpers and Jazz organisers, internal stakeholders and Queensland Health is ongoing in readiness for the upcoming festival.

Waste


- Works are continuing with the long haul waste transfer station at the Stanthorpe waste facility. The site shut down went well with all planned works being completed during the three (3) day site closure. The long haul shed is nearing completion with the final fit out being completed. The final stage will be the sealing of the bitumen roads and concreting the apron in front of the long haul shed.
- Hazell Bros has now completed the civil component of new landfill cell at the Warwick waste facility. The installation of the liner has now commenced with progress being hampered with various rain events. Department of Environment and Science and representatives from the Darling Downs South West Regional Waste Group will be inspecting the liner installation in mid-July.
- Planning for the commencement of the new operational hours from 1 July 2021 at all supervised waste facilities has been undertaken.
- Endeavour Foundation contract to provide supervision services to eleven (11) of Council's waste facilities commenced on 1 July 2021. Inductions were completed with all Endeavour Foundation personnel.
- EnviroCom completed the delivery of waste education program to early childhood and school based waste education program. A total of eighteen (18) sites were visited and 403 students participating over the course of the week. A composting and worm farming workshop was also held in Stanthorpe with 24 participated.
- An internal audit has been finalised on the implementation of the 20_135 Landfill Management Services contract with JJ's Waste & Recycling. Some minor improvement opportunities were identified which will be applied to this and other waste contracts.
- Volumetric surveys were undertaken at the Warwick and Stanthorpe waste facilities. This survey is required as part of the State Governments waste levy reporting.
- Meetings have been held with LGAQ regarding the State Government's intention not to fund the waste levy for the disposal of domestic waste to landfill from 1 July 2022. Council will receive \$1,429,762.00 from the State Government this financial year to offset the cost to families to dispose of domestic waste to landfill. This will have significant financial impacts if the State withdraws this financial assistance.
- For June 2021, there were 4,961 transactions across the weighbridge at the Warwick waste facility and 2,810 transactions at Stanthorpe. Warwick recorded their highest transactions for the month on Sunday, 6 June with 229 transactions, with Stanthorpe recording their highest transactions for the month on Saturday, 26 June with 169 transactions.

ATTACHMENTS

Nil

14.2 Change Representations - David & Kathryn Wyvill, 14 Charlie Doy Place and 590 Warwick – Allora Road, Rosehill

Document Information

 Southern Downs <small>REGIONAL COUNCIL</small>	Report To: Ordinary Council Meeting	
	Reporting Officer:	Meeting Date: 14 July 2021
	Planning Officer	ECM Function No/s: RC\01836

APPLICANT:	David R & Kathryn M Wyvill
OWNER:	David R & Kathryn M Wyvill
ADDRESS:	14 Charlie Doy Place and 590 Warwick – Allora Road, Rosehill
RPD:	Lot 1 RP36356 and Lot 23 RP862162, Parish of Warwick, County of Merivale
ZONE:	Rural (Sandstone Rises and Traprock Hills)
PROPOSAL:	Realignment of boundaries (Two lots)
LEVEL OF ASSESSMENT:	Impact
SUBMITTERS:	Nil
REFERRALS:	Nil
FILE NUMBER:	RC\01836

RECOMMENDATION SUMMARY

THAT Council refuse the change representations made in relation to application for Realignment of boundaries (Two lots) on land at 14 Charlie Doy Place and 590 Warwick – Allora Road, Rosehill, described as Lot 1 RP36356 and Lot 23 RP862162, Parish of Warwick, County of Merivale.

REPORT

A development application for the purpose of a Realignment of boundaries (Two lots) on land at 14 Charlie Doy Place and 590 Warwick – Allora Road, Rosehill, described as Lot 1 RP36356 and Lot 23 RP862162, was recommended for refusal at the Ordinary Council Meeting held on 12 May 2021.

At this Ordinary Council meeting the application was approved in principle and deferred to the next Ordinary Council meeting to consider conditions of approval. At the subsequent Ordinary Council meeting held on 26 May 2021 the application was approved subject to conditions. A Decision Notice was issued on 27 May 2021.

The applicant now seeks to negotiate Conditions 6 and 14 of the development permit.

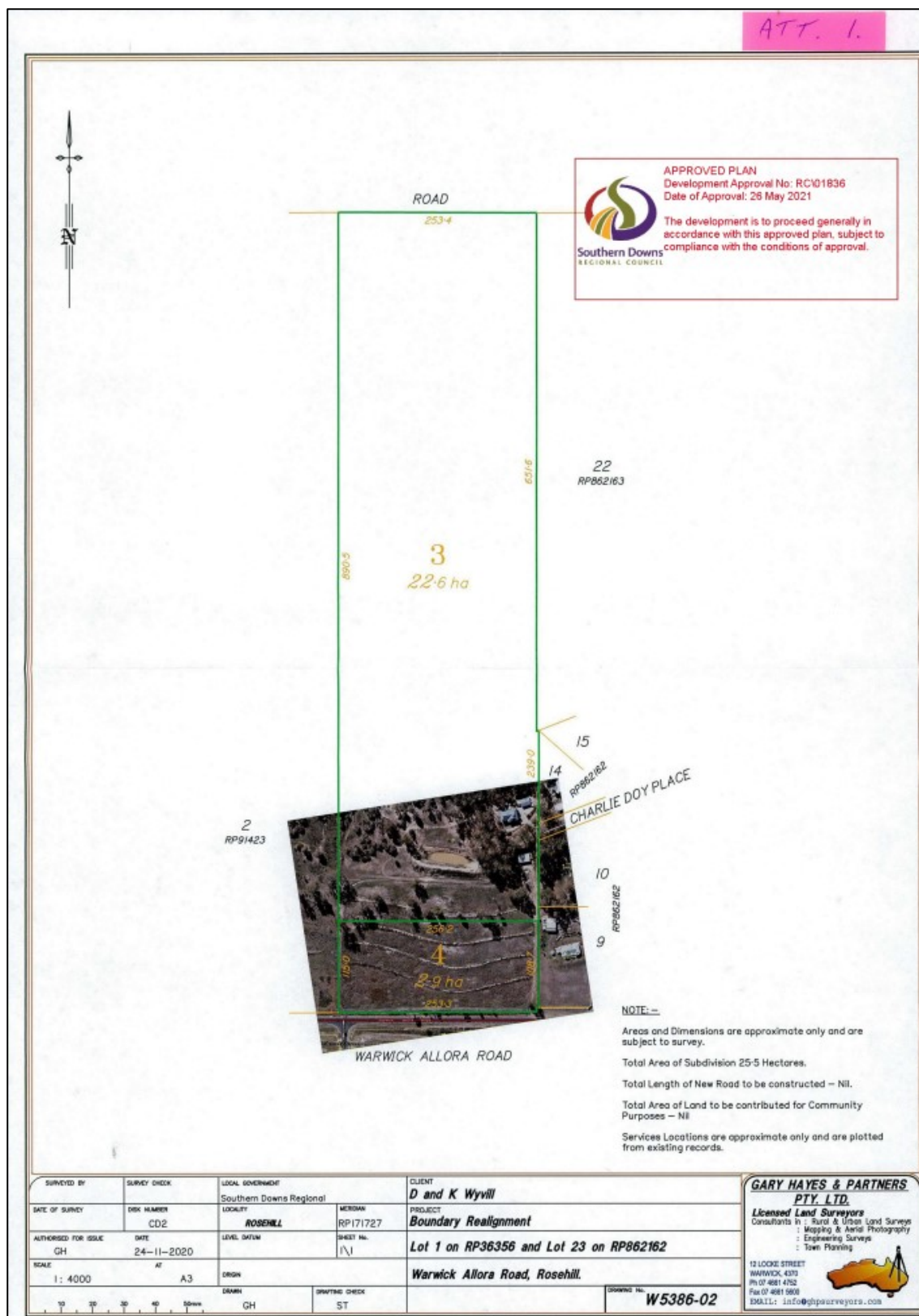


Figure 2: Approved Reconfiguration

Proposed Change Representations

The applicant has provided the following representations:

Further to the Council's Decision Notice of 31 May 2021, I make the following Change Representation on this development on behalf of my clients.

Firstly, they would like to confirm that there are no costs associated with the change representation on the following two conditions 6 and 14.

Condition 6 - We propose to place a 60 metre buffer on the western boundary of the new proposed Lot 4 with a covenant to ensure there are no future structures in this area. This covenant would ensure the principle applied to the construction of a residence on a rural lot as required by the Planning Scheme. This requirement only seems to be placed on the western boundary as the council accepts that, although the land to the north and the east is rural, there is little likelihood that rural pursuits will be affected. This principle would only require the planting of trees if someone wanted to construct a residence closer than 60 metres to the western fence.

This would then make Conditions 3, 4 and 5 irrelevant and these should be removed.
In addition, the removal of the tree planting within this area leaves the corridor as usable grazing land and removes the concern about the tree line creating a possible fire corridor between the rail and road corridors and the heavily timbered ridgeline to the north.

Condition 14 – Our application was lodged as a Realignment of boundaries. Council has acknowledged this on 2 occasions as a Realignment of boundaries, so my clients feel the payment of these fees does not apply. The argument that this lot was too small to be treated as realignment of boundaries is not supported by the fact that Council has allocated 2 separate addresses to the original lots.

They would request a draft of the Access/Driveway agreement for review for continuation of the existing property access for clarification on Condition 7. As there are no NBN lines available in the area and no future proposal to supply lines with only satellite NBN available in this area can you confirm that a letter from NBN stating this fact will suffice to meeting Condition 12.

Easements and Covenants

6. *A statutory covenant for the continued maintenance of the treed buffers is to be provided over proposed Lot 4. The covenant documentation is to be prepared at the developer's cost. The covenant documentation is to be submitted to Council for approval prior to the signing of the Plan of Subdivision.*

Council's response: Condition 6 was imposed to demonstrate compliance with Performance Outcome PO38 of the Reconfiguring a lot code which states the following:

PO38 *When lots smaller than 4 hectares are created, a buffer with a width of 60 m planted in accordance with PO9 of the Landscaping code is provided within the small lots to buffer the small lots from nearby agricultural activity.*

Proposed Lot 4 is 2.9 hectares in size and therefore justification is required against Performance outcome PO38.

The intent of the Performance outcome is to achieve the overall outcomes and the purpose of the code. The requirement is reflected in the Reconfiguring a lot code specific to the Rural zone to assist in reducing the potential of conflict between uses, particularly any future residential uses within the Rural zone, which may not require the lodgement of a planning application. The

protection of the viability of the surrounding land for rural purposes, including grazing, is one of the overall outcomes that needs to be achieved by the Reconfiguring a lot code.

If Condition 6 were removed, this may result in non-compatible uses. Furthermore, when Condition 6 is read in conjunction with Condition 3, it is outlined that landscaping is not required to be planted until the Queensland Government has revoked the drought declaration for the region. Therefore, it is not an immediate requirement on the landholder to impose prior to the signing of the survey plan.

PO38 is a Performance outcome of the Reconfiguring a lot code and is considered reasonable and relevant to the application and consistent with similar developments within the region with lots created below four hectares in size, therefore the condition is to remain unchanged.

Figure 3: Reconfiguring a lot code	
Performance outcome	Acceptable outcome
PO38 When lots smaller than 4 hectares are created, a buffer with a width of 60 m planted in accordance with PO9 of the Landscaping code is provided within the small lots to buffer the small lots from nearby agricultural activity.	AO38 No acceptable outcome identified.

Infrastructure Charges Notice

14. *Payment of \$6,500 is to be made to Council in accordance with the Infrastructure Charges Notice attached to the decision notice. If payment is made more than two years after the date of the Infrastructure Charges Notice, the charge will increase in line with the Road and Bridge Construction Index for Queensland.*

Infrastructure charges contribute to the provision of essential trunk infrastructure to service new development, such as road, parks, water, sewerage and stormwater services. The *Adopted Infrastructure Charges Resolution (No.2) 2015*, section 10 states the following:

In working out additional demand the following must not be included:

- (a) an existing use on the premises if the use is lawful and already taking place on the premises;*
- (b) a previous use that is no longer taking place on the premises if the use was lawful at the time it was carried out;*
- (c) other development on the premises if the development may be lawfully carried out without the need for a further development permit.*

Lot 23 RP862162 is 3.0 metres wide and 1,042 square metres, and is not of an adequate size to be a usable lot for development. The previous purpose of the allotment was for water reserve.

In accordance with the *Adopted Infrastructure Charges Resolution (No.2) 2015*, the adopted infrastructure charge for the purpose of subdivision is \$10,000 per lot. However, the subject property does not have access to Council's reticulated sewer network and therefore only 65% of the \$10,000.00 amount is applicable.

The Resolution does provide scope for credits and discounts to be applied to a development providing they comply with sections 12 and 13. A credit for Lot 1 RP36356 has been applied as per section 12(d) of the Resolution. A credit has not been levied for Lot 23 RP862162 as its purpose was to be utilised as a water reserve associated with the adjoining residential estate. A discount has also been applied to the development as the reconfiguration does not have access to all networks in accordance with section 13.

The lot is not acknowledged under the Southern Downs Planning Scheme as a respective lot for the purpose of Reconfiguring a lot applications.

The applicant has raised that the two lots have separate land addresses and that this supports the argument that the lots exist and therefore a charge should not apply. A single lot can be allocated two (2) separate addresses should there be two (2) residences on a lot. It is acknowledged that there are two (2) lots and that the *Land Title Act* does acknowledge that both Lot 1 RP36356 and Lot 23 RP862162 are respective lots. However, as outlined in the Resolution, the resolution is to be read in conjunction with the Planning Scheme; the Planning Scheme does not acknowledge the reserve as a lot for the purpose of a realignment of boundaries.

In addition, Section 12 in particular point (a) of the resolution outlines the following:

12. Credits for existing uses or previous payments

Where applicable, the credit for the premises is calculated as an amount which is the greater of the following:

- (a) The amount of an adopted infrastructure charge previously paid for the development of the premises;*

A review of the development known as Houghton Heights Estate, which originally created Lot 23 RP862162, was carried out and there are no records or evidence to suggest that infrastructure charges have been paid for Lot 23 RP862162. In addition, generally charges would not apply to a lot that was solely created for water reserve purposes. Therefore no credit can be applied for Lot 23 RP862162.

The levied Infrastructure Charge of \$6,500 will remain a condition on the development permit.

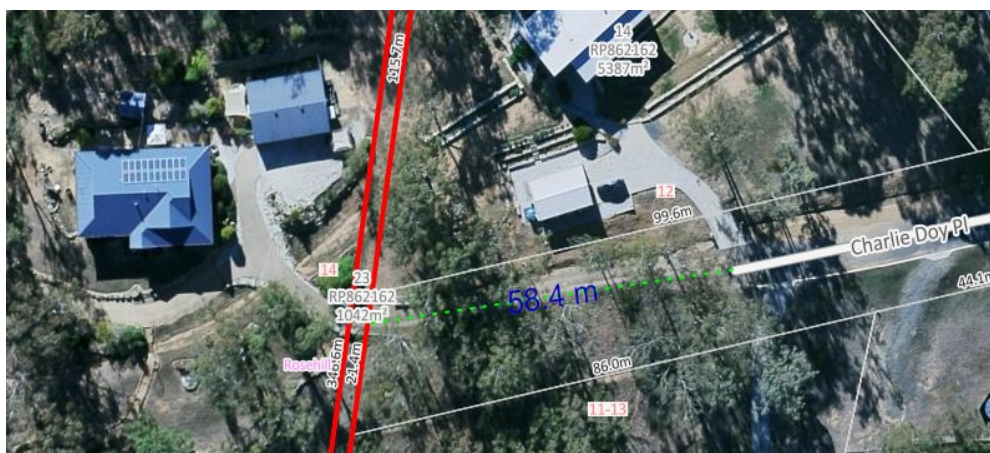
General

The applicant has requested a draft of the access/driveway agreement for review for continuation of the existing property access in reference to Condition 7. Condition 7 states as follows:

Roadworks

7. Written agreement is to be obtained from Council, prior to the survey plan being endorsed, confirming that the current access/crossover/driveway arrangement to Lot 1 RP36356 (proposed Lot 3), is acceptable. The written agreement will need to outline the following:

- *maintenance obligations;*
- *that the agreement is only valid while the use on proposed Lot 3 remains as a Dwelling house and does not intensify in the future i.e. dual occupancy, short term accommodation etc;*
- *that the existing vehicle access/crossover/driveway arrangement has been existing since 2001, with no changes occurring to proposed Lot 3 as part of the development permit to reconfigure a lot; and*
- *the existing vehicle access/crossover/driveway from the end of the bitumen seal in Charlie Doy Place is a private access/crossover/driveway servicing the existing Dwelling house on proposed Lot 3 (see below imagery). Council is not responsible for any maintenance.*



ALTERNATIVELY

Charlie Doy Place is to be sealed and extended to the property boundary of proposed Lot 3, and is to create a three point turning area in an offset square configuration. Such works are to include kerb and channelling, stormwater drainage and the top dressing of footpaths with good quality topsoil, to the satisfaction of Director Infrastructure Services. Should greater area be required to provide a three point turning area at the end of Charlie Doy Place, a portion of proposed Lot 3 is to be dedicated to Council, free of cost, to allow such works to be undertaken.

No information has been provided with this request outlining the current condition of the access. It is not the Planning Department's responsibility to demonstrate compliance against a condition of approval on behalf of the applicant. A draft agreement (as requested) can be provided to the Planning Department for review prior to the endorsement of the survey plan.

It should be noted that the development approval is valid for four years from the date of the decision notice. The condition regarding access/driveway will need to be fulfilled prior to the survey plan being endorsed. As there is a four year timeframe to complete the development and taking into consideration that the existing driveway/access could change within this four year timeframe, the fulfilment of Condition 7 would be determined at the time of endorsement of the survey plan. Conversations can continue regarding Condition 7 outside of the change representations period outlining the current condition of the access.

The applicant has also outlined that National Broadband Network (NBN) is not available within the locality. Should NBN services not be available, an adequate telephone service is to be provided to service the new lot. This can be considered generally in accordance with Condition 12.

Statement of reasons

Benchmarks applying to the development
The following codes of the Southern Downs Planning Scheme are benchmarks applying to the development: <ul style="list-style-type: none">– 6.2.10 Rural zone code– 8.2.2 Biodiversity areas overlay code– 8.2.3 Bushfire hazard overlay code– 8.2.4 Extractive resources overlay code– 9.4.7 Reconfiguring a lot code

Reasons for the Decision

Notwithstanding the details that have been provided, not all benchmarks have been achieved and development conditions cannot be imposed to achieve compliance. Therefore the development does not achieve compliance with the Southern Downs Planning Scheme.

Reasons for Approval Despite Non-Compliance with Assessment Benchmarks

The development has been assessed against the relevant benchmarks previously specified, and has been approved despite non-compliance with the specific benchmarks listed below, for the reasons noted by Council at the Ordinary Council Meeting held on 12 May 2021:

- A. *In accordance with Section 6.2.11 of the Southern Downs Planning Scheme (Part 6-201):*
 1. *6.2.11.2 (b) Reconfiguring the lot code responds to the character and amenity of the existing rural residential neighbourhoods*
 2. *6.2.11.2 (c) The amenity and low density character of the existing rural residential neighbourhoods is protected from increased residential density. i.e. The property is in line with the current amenity of the area surrounding Houghton Heights Estate.*

3. *6.2.11.2 (e) The rural residential development does not have an adverse impact ecological or hydrological processes or the availability and use of agricultural land. There will not be adverse conflicts with adjoining agricultural properties involved in that industry activity. The proposed realignment of lots does not affect priority agricultural land due to the size of the block and dense vegetation at the rear of the area.*
4. *Boundaries are rearranged where they protect the viability of rural activities, facilitate improved land management practise and result in a more sustainable rural land resource or better environmental outcomes.*

Recommendation

THAT Council refuse the change representations made in relation to application for Realignment of boundaries (two lots) on land at 14 Charlie Doy Place and 590 Warwick – Allora Road, Rosehill, described as Lot 1 RP36356 and Lot 23 RP862162, Parish of Warwick, County of Merivale, for the following reasons:

1. Condition 6 was imposed to demonstrate compliance with Performance Outcome PO38 of the Reconfiguring a lot code which states the following:

PO38 *When lots smaller than 4 hectares are created, a buffer with a width of 60 m planted in accordance with PO9 of the Landscaping code is provided within the small lots to buffer the small lots from nearby agricultural activity.*

Proposed Lot 4 is 2.9 hectares in size and therefore justification is required against Performance outcome PO38.

The intent of the Performance outcome is to achieve the overall outcomes and the purpose of the code. The requirement is reflected in the Reconfiguring a lot code specific to the Rural zone to assist in reducing the potential of conflict between uses, particularly any future residential uses within the Rural zone, which may not require the lodgement of a planning application. The protection of the viability of the surrounding land for rural purposes, including grazing, is one of the overall outcomes that needs to be achieved by the Reconfiguring a lot code.

If Condition 6 were removed, this may result in non-compatible uses. Furthermore, when Condition 6 is read in conjunction with Condition 3, it is outlined that landscaping is not required to be planted until the Queensland Government has revoked the drought declaration for the region. Therefore, it is not an immediate requirement on the landholder to impose prior to the signing of the survey plan.

PO38 is a Performance outcome of the Reconfiguring a lot code and is considered reasonable and relevant to the application and consistent with similar developments within the region with lots created below four hectares in size, therefore the condition is to remain unchanged.

Figure 3: Reconfiguring a lot code	
Performance outcome	Acceptable outcome
PO38 When lots smaller than 4 hectares are created, a buffer with a width of 60 m planted in accordance with PO9 of the Landscaping code is provided within the small lots to buffer the small lots from nearby agricultural activity.	AO38 No acceptable outcome identified.

2. Condition 14.
Infrastructure charges contribute to the provision of essential trunk infrastructure to service new development, such as road, parks, water, sewerage and stormwater services. The *Adopted Infrastructure Charges Resolution (No.2) 2015*, section 10 states the following:

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without the need for a further development permit.

Lot 23 RP862162 is 3.0 metres wide and 1,042 square metres, and is not of an adequate size to be a usable lot for development. The previous purpose of the allotment was for water reserve.

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The levied Infrastructure Charge of \$6,500 will remain a condition on the development permit.

ATTACHMENTS

Nil

15. REPORTS OF DEPUTATION OR CONFERENCE & REPORTS FROM DELEGATES APPOINTED BY COUNCIL TO OTHER BODIES

Nil

16. NOTICES OF MOTION

Nil

17. GENERAL BUSINESS

18. CONSIDERATION OF CONFIDENTIAL BUSINESS 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 and move 'into Committee' to discuss confidential items, such that its Councillors or members consider it necessary to close the meeting.

Recommendation

THAT the meeting be closed to the public and move into committee to discuss the following items, which are considered confidential in accordance with Section 254J(3) of the *Local Government Regulation 2012*, which permits the meeting to be closed to the public for business relating to the following, as indicated:

18.1 Acquisition of Land

Reason for Confidentiality

This item is considered confidential in accordance with section 254J(3)(h) of the *Local Government Regulation 2012*, as it contains information relating to negotiations relating to the taking of land by the local government under the Acquisition of Land Act 1967.

18.2 Proposed Land Acquisition/Resumption

Reason for Confidentiality

This item is considered confidential in accordance with section 254J(3)(g) of the *Local Government Regulation 2012*, as it contains information relating to 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.