



**AGENDA FOR ORDINARY MEETING  
TO BE HELD IN COUNCIL CHAMBERS, BUNDABERG  
ON TUESDAY 25 JANUARY 2022, COMMENCING AT 10.00 AM**

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## Item

25 January 2022

<b>Item Number:</b>	<b>File Number:</b>	<b>Part:</b>
F1		FINANCE

### Portfolio:

Organisational Services

### Subject:

Financial Summary as at 24 December 2021

### Report Author:

Simon Muggeridge, Acting General Manager Organisational Services

### Authorised by:

Simon Muggeridge, Acting General Manager Organisational Services

### Link to Corporate Plan:

Our organisational services - 3.1 A sustainable financial position - 3.1.1 Develop and maintain a long-term financial plan and fiscal principles for sustainable financial management.

### Background:

In accordance with section 204 of the *Local Government Regulation 2012*, a financial report must be presented to Council on a monthly basis. The attached financial report contains the financial summary and associated commentary as at 24 December 2021.

### Associated Person/Organization:

N/A

### Consultation:

Financial Services Team

### Chief Legal Officer's Comments:

Pursuant to section 204 of the *Local Government Regulation 2012*, the local government must prepare, and the Chief Executive Officer must present, the financial report. The financial report must state the progress that has been made in relation to the local government's budget for the period of the financial year up to a day as near as practicable to the end of the month before the meeting is held.

### Policy Implications:

There appears to be no policy implications.

### Financial and Resource Implications:

There appears to be no financial or resource implications.

### Risk Management Implications:

There appears to be no risk management implications.

**Human Rights:**

There appears to be no human rights implications.

**Indigenous Land Use Agreement (ILUA) Implications:**

There appears to be no ILUA implications.

**Attachments:**

[↓1](#) Financial Summary December 2021

**Recommendation:**

**That the Financial Summary as at 24 December 2021 be noted by Council.**

Financial Summary  
as at 24 Dec 2021



	Council			General			Waste			Wastewater			Water		
	Actual YTD	Adopted Budget	% Act/ Bud	Actual YTD	Adopted Budget	% Act/ Bud	Actual YTD	Adopted Budget	% Act / Bud	Actual YTD	Adopted Budget	% Act/ Bud	Actual YTD	Adopted Budget	% Act/ Bud
<i>Progress check - 50%</i>															
<b>Recurrent Activities</b>															
<b>Revenue</b>															
Rates and Utility Charges	82,227,848	166,000,095	50%	42,311,275	85,060,095	50%	8,281,948	16,550,000	50%	16,235,416	32,440,000	50%	15,399,209	31,950,000	48%
Less: Pensioner Remissions	(851,756)	(1,704,000)	50%	(851,756)	(1,704,000)	50%	-	-	-	-	-	-	-	-	-
	<b>81,376,092</b>	<b>164,296,095</b>	<b>50%</b>	<b>41,459,519</b>	<b>83,356,095</b>	<b>50%</b>	<b>8,281,948</b>	<b>16,550,000</b>	<b>50%</b>	<b>16,235,416</b>	<b>32,440,000</b>	<b>50%</b>	<b>15,399,209</b>	<b>31,950,000</b>	<b>48%</b>
Fees and Charges	16,469,793	31,394,294	52%	10,726,292	20,610,741	52%	3,942,947	7,849,503	50%	602,675	1,017,000	59%	1,197,879	1,917,050	62%
Interest Revenue	634,084	1,285,800	49%	634,084	1,285,800	49%	-	-	-	-	-	-	-	-	-
Grants, Subsidies and Donations	5,358,143	13,867,971	39%	5,294,335	13,657,971	39%	63,808	210,000	30%	-	-	-	-	-	-
Sale of Developed Land Inventory	343,100	560,000	61%	343,100	560,000	61%	-	-	-	-	-	-	-	-	-
<b>Total Recurrent Revenue</b>	<b>104,181,212</b>	<b>211,404,160</b>	<b>49%</b>	<b>58,457,330</b>	<b>119,470,607</b>	<b>49%</b>	<b>12,288,703</b>	<b>24,609,503</b>	<b>50%</b>	<b>16,838,091</b>	<b>33,457,000</b>	<b>50%</b>	<b>16,597,088</b>	<b>33,867,050</b>	<b>49%</b>
<b>Expenses</b>															
Employee Costs	40,043,420	78,214,009	51%	31,095,041	60,908,189	51%	3,308,764	6,216,593	53%	2,805,472	5,439,956	52%	2,834,142	5,649,271	50%
Materials and Services	33,632,206	75,403,629	45%	19,394,617	44,423,824	44%	6,367,425	12,634,941	50%	3,801,487	8,128,983	47%	4,068,678	10,215,881	40%
Finance Costs	1,954,848	3,909,695	50%	776,848	1,553,695	50%	302,500	605,000	50%	760,000	1,520,000	50%	115,500	231,000	50%
Depreciation	26,849,777	53,699,553	50%	19,112,877	38,225,753	50%	563,450	1,126,900	50%	3,558,500	7,117,000	50%	3,614,950	7,229,900	50%
<b>Total Recurrent Expenditure</b>	<b>102,480,251</b>	<b>211,226,886</b>	<b>49%</b>	<b>70,379,383</b>	<b>145,111,461</b>	<b>49%</b>	<b>10,542,139</b>	<b>20,583,434</b>	<b>51%</b>	<b>10,925,459</b>	<b>22,205,939</b>	<b>49%</b>	<b>10,633,270</b>	<b>23,326,052</b>	<b>46%</b>
<b>Operating Surplus</b>	<b>1,700,961</b>	<b>177,274</b>		<b>(11,922,053)</b>	<b>(25,640,854)</b>		<b>1,746,564</b>	<b>4,026,069</b>		<b>5,912,632</b>	<b>11,251,061</b>		<b>5,963,818</b>	<b>10,540,998</b>	
<b>Transfers to</b>															
NCP Transfers	1	-		(8,707,901)	(18,021,816)		316,856	998,288		4,350,390	8,849,036		4,040,656	8,174,492	
<b>Total Transfers</b>	<b>1</b>	<b>-</b>		<b>(8,707,901)</b>	<b>(18,021,816)</b>		<b>316,856</b>	<b>998,288</b>		<b>4,350,390</b>	<b>8,849,036</b>		<b>4,040,656</b>	<b>8,174,492</b>	
<b>Movement in Unallocated Surplus</b>	<b>1,700,960</b>	<b>177,274</b>		<b>(3,214,152)</b>	<b>(7,619,038)</b>		<b>1,429,708</b>	<b>3,027,781</b>		<b>1,562,242</b>	<b>2,402,025</b>		<b>1,923,162</b>	<b>2,366,506</b>	
Unallocated Surplus/(Deficit) brought forward	43,632,228	43,632,228		(26,006,941)	(26,006,941)		13,086,220	13,086,220		17,226,864	17,226,864		39,326,085	39,326,085	
<b>Unallocated Surplus/(Deficit)</b>	<b>45,333,189</b>	<b>43,809,502</b>		<b>(29,221,093)</b>	<b>(33,625,979)</b>		<b>14,515,928</b>	<b>16,114,001</b>		<b>18,789,106</b>	<b>19,628,889</b>		<b>41,249,247</b>	<b>41,692,591</b>	
<b>Capital Activities</b>															
Council Expenditure on Non-Current Assets	30,625,930	93,406,685	33%	25,771,774	74,949,342	34%	304,359	3,704,752	8%	1,258,712	3,984,221	32%	3,291,085	10,768,370	31%
Loan Redemption	3,292,936	6,673,000	49%	1,667,939	3,384,000	49%	365,008	741,000	49%	1,084,925	2,193,000	49%	175,064	355,000	49%
<b>Total Capital Expenditure</b>	<b>33,918,866</b>	<b>100,079,685</b>	<b>34%</b>	<b>27,439,713</b>	<b>78,333,342</b>	<b>35%</b>	<b>669,367</b>	<b>4,445,752</b>	<b>15%</b>	<b>2,343,637</b>	<b>6,177,221</b>	<b>38%</b>	<b>3,466,149</b>	<b>11,123,370</b>	<b>31%</b>
<b>Cash</b>															
Opening balance	149,144,168	149,144,168													
Movement - increase/(decrease)	(2,638,872)	(2,035,884)													
<b>Closing balance</b>	<b>146,505,296</b>	<b>147,108,284</b>													

Further to the Financial Summary Report as of 24 December 2021, the following key features are highlighted.

Financial Overview				
	YTD Actual*	YTD Budget		Variance
Operating Income	104.2m	105.7m	✘	1.5m
Operating Expenditure	102.4m	105.6m	✔	-3.2m
Operating Surplus/(Deficit)	1.8m	0.1m	✔	1.7m
Capital Expenditure	30.6m	46.6m	✘	-16.0m
Cash	146.5m	128.4m	✔	18.1m

Notes: \* denotes - YTD Actual includes annualised rates income, for the purpose of YTD comparative, this has been adjusted comparatively to the reporting period.

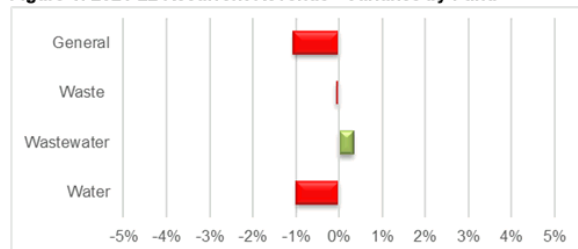
#### **Overall**

- The budget review was adopted at the 21 December 2021 council meeting.

#### **Recurrent Revenue**

- Rates and utility charges were levied in July 2021 for the first half year period and pensioner remissions applied. The levied amounts are consistent with the budget with exception of water consumption charges (at 47% of budget) being reflective of seasonality with lower usage for the winter months.
- Fees and charges are more than the year-to-date (YTD) budget. There has been positive influence from development activity and higher occupancy at Holiday Parks, whilst Airport passenger revenue has been impacted from border restrictions (all of which have been reflected in the latest budget).
- Interest revenue is in line with the YTD budget. Interest on overdue rates is lower due to historically low levels of arrears, whilst Interest on Investments is trending ahead of budget although interest rates remain low.
- Grants, Subsidies and Donations are less than the YTD budget. This is expected and reflects the payment cycle of many grants being paid quarterly or at milestones.
- Council has settled three parcels of Land Developed for Sale this financial year, with additional lots under conditional contracts. Any conditional contracts are not reflected in the financial summary.

**Figure 1: 2021-22 Recurrent Revenue - Variance by Fund**



- Figure 1 presents the view across the funds, General Fund variance predominately related to grants and Water Fund related to water consumption, with comments outlined above.

**Recurrent Expenditure**

- Employee Costs are tracking slightly higher than budget, with budgets being monitored closely. End of year leave adjustments can impact this expense.
- Materials and Services are lower comparative to YTD budget. Non-capital projects overall are comparatively underbudget (\$2.2 million spend against \$10.1 million budget, or 22%). At a fund level, Water shows a higher percentage under budget comparative to other funds.
- Finance Costs and Depreciation are set to be in line with YTD budget.

**Figure 2: 2021-22 Recurrent Expenditure - Variance by Fund**

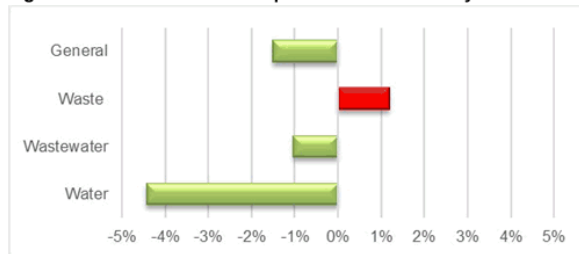
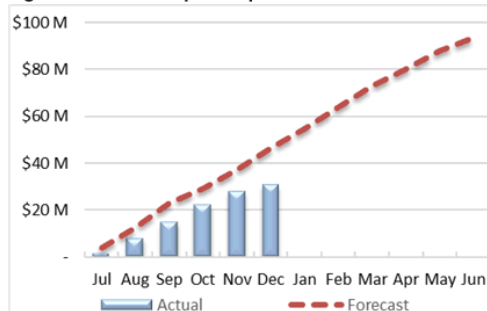


Figure 2 shows three of Funds as favourable comparative to appropriate budget, with comments outlined above under Materials and Services. The exception is Waste Fund that has a variance predominately related to employee costs, although change in landfill hours should realign during second half of the year.

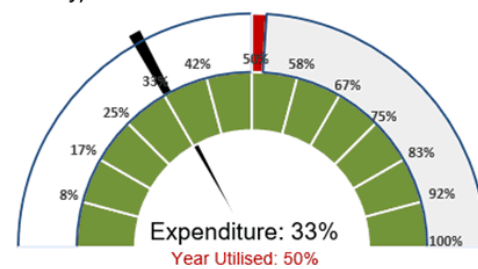
**Capital Expenditure and Capital Grants**

- Year-to-date capital expenditure is \$30.6 million (YTD budget \$46.6 million; total budget \$93.4 million (excluding loan redemption \$6.7 million and donated assets \$7.5 million)).
- Figure 3 (capital expenditure profile against expected cashflows), Figure 4 (percentage of capital expenditure) and Figure 5 (capital expenditure by asset class this financial year, with regional significant projects being separated from class analysis). Historically the second half of financial year has higher expenditure. All 3 graphs exclude loan redemption and donated assets.
- Capital grants are predominately on track. Elliott Heads Recreational Facility funded under Works for Queensland – Round 3 (final project in that funding round), was scheduled to be completed 31 March 2022 however a further extension of time is currently being considered for the delivery.

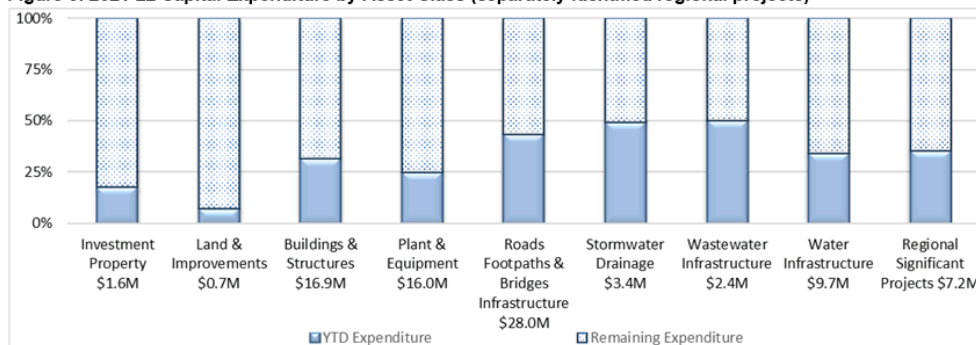
**Figure 3: 2021-22 Capital Expenditure**



**Figure 4: 2021-22 Capital Expenditure (financial delivery)**



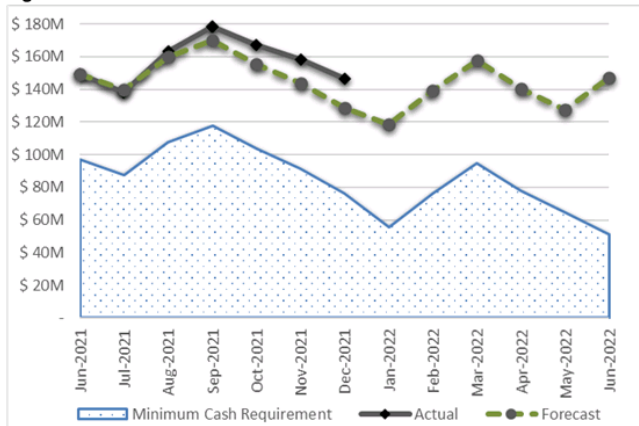
**Figure 5: 2021-22 Capital Expenditure by Asset Class (separately identified regional projects)**



**Cash**

- The cash balance at close of business on 24 December 2021 was \$146.5 million, being a decrease of \$11.6 million from 30 November 2021 (\$158.1 million).
- No short-term liquidity issues are foreseeable.
- The actual and forecast cash movement is illustrated in Figure 6.

**Figure 6: 2021-22 Cash Profile**



**Rates Debtor**

- Rates for the July-December 2021 half year were due in early September 2021. Rates outstanding at the end of December 2021 were \$3.5 million (3.9%) comparatively to December 2020 were \$6.5m (7.5%), noting that interest was not charged for the July-December 2020 period due to Covid. As at 30 November 2021, the rates outstanding were \$4.3 million (4.8%).

**Other Debtors**

- Infringements for 21 December 2021 total \$425,000 with 2,943 infringements (comparatively last month was \$411,000 with 2,942 infringements). Parking infringements represent approx. half the infringements outstanding, with the remaining related to local laws, environmental health and development compliance.
- Sundry Debtors outstanding for more than 90 days total \$81,000 across 26 accounts (compared to, end of September 2021 was \$90,000 across 26 accounts and end of December 2020 was \$280,000 across 61 accounts).
- The majority of debtors are recovered via internal resources. Where appropriate, remaining outstanding debts are referred to Councils external agency for collection, specifically Infringements continue to be recovered via the State Penalties, Enforcement Registry (SPER) – which manages 85% quantity or 90% value of the outstanding debtors.
- During the quarter there no debts written-off above \$2,500 under delegation.

**Borrowings**

- Loans balance of \$69.7 million at the reporting date are shown in Table 1.
- The quarterly debt service payment was made during December 2021.
- Council will submit a borrowing application in the next month in accordance with the forward debt plan and policy, for \$33.5 million.

**Table 1: Loan Portfolio (\$000) 31 December 2021**

Loan	Balance
Airport & Precinct	5,743
Hinkler Hall of Aviation	805
Holiday Parks	128
Fleet	520
Kolan Gardens Aged Care	96
Burnett Heads CBD Upgrade	2,350
General Facilities and Infrastructure	15,271
Waste	6,011
Sewerage	36,524
Water	2,286
<b>Total</b>	<b>69,734</b>

**Item****25 January 2022****Item Number:**

G1

**File Number:****Part:**

GOVERNANCE

**Portfolio:**

Organisational Services

**Subject:**

Sale of Lots 35, 36, 37 and 38 on SP210113 - Heritage Oaks Estate, Childers

**Report Author:**

Nicole Sabo, Property &amp; Leases Officer

**Authorised by:**

Simon Muggerridge, Acting General Manager Organisational Services

**Link to Corporate Plan:**

Our organisational services - 3.2 Responsible governance with a customer-driven focus - 3.2.3 Administer statutory compliant governance operations incorporating insurance; risk management; property management and Council policies and procedures.

**Previous Items:**

G3 - Sale of Lots 34, 35 and 38 on SP210113 - Heritage Oaks Estate, Childers - Ordinary Meeting - 28 September 2021

**Background:**

Council is the freehold owner of Lots 35, 36, 37 and 38 on SP210113 at Heritage Drive, Heritage Oaks Estate, Childers ('Lots'). Council has previously resolved to sell the Lots as they are surplus to Council's needs.

The Lots were previously offered for sale by auction at which the auction was not successful, and the Lots were passed in. Council has received offers to purchase the Lots. The offers to purchase the Lots presented to Council are for market value.

Council had previously entered into contracts for the sale of Lots 35 and 38 however, the contracts were validly terminated by the Buyer due to the Buyer being unable to secure finance approval to complete the contracts.

**Associated Person/Organization:**

Nil

**Consultation:**

Nil



**Chief Legal Officer's Comments:**

Pursuant to section 236(1)(a)(i) of the *Local Government Regulation 2012* (Qld), Council may apply an exception to the tender/auction requirement on the disposal of a non-current asset if the property has previously been offered by tender/auction.

The disposal must not be for less than market value.

**Policy Implications:**

There appears to be no policy implications.

**Financial and Resource Implications:**

There appears to be no financial or resource implications.

**Risk Management Implications:**

There appears to be no risk management implications.

**Human Rights:**

There appears to be no human rights implications.

**Indigenous Land Use Agreement (ILUA) Implications:**

There appears to be no ILUA implications.

**Attachments:**

Nil

**Recommendation:**

**That:**

- 1. Council rescind the resolution made in relation to Item G3 "Sale of Lots 34, 35 and 38 on SP210113 – Heritage Oaks Estate, Childers" on 28 September 2021 at its Ordinary Meeting to the extent it relates to Lots 35 and 38 only;**
- 2. Council apply the exception contained in section 236(1)(a)(i) of the *Local Government Regulation 2012* (Qld) to the disposal of Lots 35, 36, 37 and 38 on SP210113; and**
- 3. the Chief Executive Officer be authorised to enter into a Contracts of Sale with the Buyers and attend to all items required to finalise the sale of the Lots.**

**Item****25 January 2022****Item Number:**

G2

**File Number:****Part:**

GOVERNANCE

**Portfolio:**

Organisational Services

**Subject:**

Sale of Lot 1 Buxton Road, Buxton

**Report Author:**

Nicole Sabo, Property &amp; Leases Officer

**Authorised by:**

Simon Muggerridge, Acting General Manager Organisational Services

**Link to Corporate Plan:**

Our organisational services - 3.2 Responsible governance with a customer-driven focus - 3.2.3 Administer statutory compliant governance operations incorporating insurance; risk management; property management and Council policies and procedures.

**Background:**

Council is the freehold owner of Lot 1 on SP298190 on Buxton Road, Isis River ('Lot'). Council has previously resolved to sell the Lot as the Lot is surplus to Council's needs.

The Lot was previously offered for sale by tender. The tender was not successful and the Lot was listed for sale. Council has received an offer to purchase the Lot. The offer to purchase the Lot presented to Council is for market value.

**Associated Person/Organization:**

N/A

**Consultation:**

N/A

**Chief Legal Officer's Comments:**

Pursuant to section 236(1)(a)(i) of the *Local Government Regulation 2012* (Qld), Council may apply an exception to the tender/auction requirement on the disposal of a non-current asset if the property has previously been offered by tender/auction.

The disposal must not be for less than market value.

**Policy Implications:**

There appears to be no policy implications.

**Financial and Resource Implications:**

There appears to be no financial or resource implications.

**Risk Management Implications:**

There appears to be no risk management implications.

**Human Rights:**

There appears to be no human rights implications.

**Indigenous Land Use Agreement (ILUA) Implications:**

There appears to be no ILUA implications.

**Attachments:**

Nil

**Recommendation:**

**That:**

- 1. Council apply the exception contained in section 236(1)(a)(i) of the *Local Government Regulation 2012* (Qld) to the disposal of Lot 1 on SP298190; and**
- 2. the Chief Executive Officer be authorised to enter into a Contract of Sale with the Buyer and attend to all items required to finalise the sale of the Lot.**

**Item****25 January 2022****Item Number:**

G3

**File Number:****Part:**

GOVERNANCE

**Portfolio:**

Organisational Services

**Subject:**

Sale of Lot 33 and Lot 34 on SP254546 at the Airport Precinct

**Report Author:**

Nicole Sabo, Property &amp; Leases Officer

**Authorised by:**

Simon Muggerridge, Acting General Manager Organisational Services

**Link to Corporate Plan:**

Our organisational services - 3.2 Responsible governance with a customer-driven focus - 3.2.3 Administer statutory compliant governance operations incorporating insurance; risk management; property management and Council policies and procedures.

**Background:**

Council is the freehold owner of Lot 33 and Lot 34 on SP254546 known as 45 Airport Drive, Kensington and 46 Commercial Street, Kensington at the Airport Precinct ('Lots'). Council has previously resolved to sell the Lots as they are surplus to Council's needs.

The Lots were previously offered for sale by tender. The tender was not successful and the Lots were listed for sale. Council has received an offer to purchase the Lots. The offer to purchase the Lots presented to Council is for market value.

**Associated Person/Organization:**

N/A

**Consultation:**

N/A

**Chief Legal Officer's Comments:**

Pursuant to section 236(1)(a)(i) of the *Local Government Regulation 2012* (Qld), Council may apply an exception to the tender/auction requirement on the disposal of a non-current asset if the property has previously been offered by tender/auction.

The disposal must not be for less than market value.

**Policy Implications:**

There are no implications to the Bundaberg Regional Aviation and Aerospace Precinct Land Use Policy. The Lots do not have airside access.

**Financial and Resource Implications:**

There appears to be no financial or resource implications.

**Risk Management Implications:**

There appears to be no risk management implications.

**Human Rights:**

There appears to be no human rights implications.

**Attachments:**

Nil

**Recommendation:**

**That:**

- 1. Council apply the exception contained in section 236(1)(a)(i) of the *Local Government Regulation 2012 (Qld)* to the disposal of Lot 33 and Lot 34 on SP254546; and**
- 2. the Chief Executive Officer be authorised to enter into a Contract of Sale with the Buyer and attend to all items required to finalise the sale of the Lots.**

**Item****25 January 2022****Item Number:**

G4

**File Number:**

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**Part:**

GOVERNANCE

**Portfolio:**

Organisational Services

**Subject:**

2021/2022 Operational Plan - Quarter 2

**Report Author:**

Amy Crouch, Senior Governance Officer

**Authorised by:**

Simon Muggerridge, Acting General Manager Organisational Services

**Link to Corporate Plan:**

Our organisational services - 3.2 Responsible governance with a customer-driven focus - 3.2.5 Provide and review systems, programs and processes to ensure effective, innovative and efficient service delivery to meet community expectations.

**Background:**

Council adopted its 2021/2022 Operational Plan at the Special Budget Meeting in June 2021. In accordance with section 174 of *Local Government Regulation 2012*, the Chief Executive Officer must present a written assessment of Council's progress towards implementing the annual operational plan at meetings held at regular intervals of not more than 3 months.

Quarterly reports provide a process for monitoring and assessing Council's progress in meeting the goals of the Corporate Plan. The attached report highlights the achievements of Council over the past 3 months with most areas achieving the targets set. Each manager has provided a comment in the report on their department or section's progress.

**Associated Person/Organization:**

Not applicable

**Consultation:**

Executive Leadership Team, Managers and Supervisors

**Chief Legal Officer's Comments:**Complies with section 174 of the *Local Government Regulation 2012*.**Policy Implications:**

There appears to be no policy implications.

**Financial and Resource Implications:**

All financial implications and resource utilisations have been identified in the report.

**Risk Management Implications:**

Results, comments and status symbols provide up-to-date information that informs ongoing risk management and mitigation.

**Human Rights:**

There appears to be no human rights implications.

**Indigenous Land Use Agreement (ILUA) Implications:**

There appears to be no ILUA implications.

**Attachments:**

[↓](#)1 Quarterly Report - Quarter 2 2021/2022






**Recommendation:**

**That the 2021/2022 Operational Plan Quarter 2 review be received and noted.**



# Quarterly Operational Report

Quarter 2, 2021/2022

Indicator	Status	Indicator Meaning
	On Track	Initiative is proceeding to plan with no indication of future impediments.
	Action Required	Progress is significantly behind schedule or is rated 'closely monitor'. Decisive action is required to get back on track.
	Monitor	Progress is not as expected but action is being/ has been taken and is expected to be on track within the next quarter or financial year.
	Trend	This data is being collected for observation and analysis.
	Completed	Initiative or project has been completed.



## 1: Our community and environment

### 1.1: Economic growth and prosperity

1.1.1: Promote and support use of new technology across the organisation and region's economy as part of the Intelligent Community Strategy.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of community members participating in our Digital Literacy programs at libraries.	<b>Organisation</b> - Community & Environment - Library Services - Library Services	≥ 80	233	—	Digital Literacy services are in high demand with many residents seeking help with Covid-19 Digital Certificates.

1.1.3: Promote our region as a preferred investment destination nationally and internationally.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Percentage of Holiday Park accommodation occupied.	<b>Organisation</b> - Community & Environment - Community Services	Trend	69.95%	—	Burnett Heads Holiday Park 74.5%, Elliott Heads Holiday Park 73.4%, Miara Holiday Park 61% and Moore Park Beach Holiday Park 70.9%.

### 1.2: Safe, active, vibrant and inclusive community

1.2.1: Provide facilities, parks, open spaces, services, and programs that promote and support our community's safety and physical wellbeing.




Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of physical activity and preventative health initiatives promoted and supported by Council.	<b>Organisation</b> - Community & Environment - Parks, Sport & Natural Environment - Sport & Recreation	≥ 25	35	✓	Some initiatives included Be Active Program which provided 115 Classes across the regions pool and parks over 8 weeks, Active and Healthy Bundaberg provided physical fitness, nutrition and mental wellness programs for 20 participants over 12 weeks and Building a Healthier Bundaberg Alliance Do Your Thing

Performance Measure	Organisation Link	Target	Actual	Status	Comments
					Community Workshop Session.
Number of school students engaged in gallery programs.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - Galleries - BRAG & ChArts	≥ 120	438	—	Regional Arts Development Fund (RADF) funded art camp and school incursions assisted to exceed the target.
Percentage of agreed service levels have been met.	<b>Organisation</b> - Community & Environment - Parks, Sport & Natural Environment - Parks Operations & Maintenance	≥ 85%	100%	✓	The agreed service levels were met or exceeded in all parks.

### 1.2.2: Support and facilitate community programs, networks, projects and events that promote social connectedness; and active and healthy community life.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Access to Services - Commonwealth Home Support Programme & Queensland Community Care (State and Federal funded): Number of service users with improved ability to access appropriate services.	<b>Organisation</b> - Community & Environment - Community Services	≥ 50	555	✓	Client numbers reflect an improved ability to access appropriate services. Group transport is offered from Gin Gin and Childers to Bundaberg to assist with the access to services not available in the regional areas. Clients receive information through newsletters, flyers and face to face.
Community Support Services Commonwealth Home Support Programme & Queensland Community Care (State & Federal Funded): Number of service users who received a service.	<b>Organisation</b> - Community & Environment - Community Services	Trend	630	✓	138 referrals for services were received.
Number of community development partnerships, projects and initiatives promoted and supported by Council.	<b>Organisation</b> - Community & Environment - Community Services	Trend	35	✓	This total includes events, activities, workshops, presentations, community consultations and network meetings.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of community members participating in community development projects and initiatives.	<b>Organisation</b> - Community & Environment - Community Services	Trend	647	✓	This total includes 2021 Seniors Forum, It Takes a Village! Housing and Homelessness Forum and Our people our stories finale.
Number of community members participating in our free community programs and events hosted and facilitated by the Library Service.	<b>Organisation</b> - Community & Environment - Library Services - Library Services	≥ 750	1,517	—	Regular programs were well attended. Several author events were held.
Number of community members who have improved wellbeing through social connectedness.	<b>Organisation</b> - Community & Environment - Community Services	Trend	225	✓	This figure is based on written and verbal feedback from participants at Community Development led events and workshops in the region.
Number of Community Services grants provided.	<b>Organisation</b> - Community & Environment - Community Services	Trend	9	✓	This total is the October round only.
Number of financial assistance requests/applications supported (individuals/sporting organisations/events).	<b>Organisation</b> - Community & Environment - Parks, Sport & Natural Environment - Sport & Recreation	Trend	6	✓	This included 3 Young People in Sport applications and 1 application each for Bundaberg Cup 2022, Bulls Masters Youth Championships 2021 and Sport Championship Funding.
Number of occasions that information, advice and referral services were provided.	<b>Organisation</b> - Community & Environment - Community Services	Trend	3,683	✓	Utilisation remains high.
Number of service users who received a service.	<b>Organisation</b> - Community & Environment - Community Services	Trend	3,835	—	Engagement remains high and increasing.
Number of service users with improved quality of life.	<b>Organisation</b> - Community & Environment - Community Services	Trend	4,452	—	Continued uptake on services resulting in ongoing improvement to quality of life.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of services users with improved ability to access appropriate services.	<b>Organisation</b> - Community & Environment - Community Services	Trend	3,965		Numbers are consistent.
Quality of Life - Commonwealth Home Support Programme & Queensland Community Care (State and Federal funded): Number of service users with improved quality of life.	<b>Organisation</b> - Community & Environment - Community Services	≥ 300	630		Clients under the Commonwealth Home Support Program are supported to remain in their own home and within their community to maintain their independence and increase their quality of life.
Social Connectedness - Commonwealth Home Support Programme & Queensland Community Care (State and Federal funded): Number of service users with improved social connectedness.	<b>Organisation</b> - Community & Environment - Community Services	≥ 150	630		Clients interact with staff throughout all services. Clients are offered and supported to access a variety of social activities to increase and maintain their social contentedness.

### 1.3: A creative and environmentally friendly place

#### 1.3.1: Provide facilities, spaces, services and activities that promote and support lifelong learning and community engagement within the arts and culture sector.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of community engagement activities at libraries.	<b>Organisation</b> - Community & Environment - Library Services - Library Services	≥ 10	8		Inhouse and Outreach sessions are held to engage with and inform our communities. A slowdown is normal for this time of year.
Number of community groups using the Moncrieff Entertainment Centre.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - Moncrieff Entertainment Centre	Trend	7		This number is slightly higher due to the formation of the Bundaberg Rainbow Choir and their 5 rehearsals spread across 5 weeks.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of patrons visiting our library branches.	<b>Organisation</b> - Community & Environment - Library Services - <a href="#">Library Services</a>	≥ 40,000	42,703		Libraries continue to be welcoming places for all members of the community and visitors to the area.
Number of patrons visiting the Moncrieff Entertainment Centre.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - <a href="#">Moncrieff Entertainment Centre</a>	≥ 8,000	8,221		There were high attendances for both cinema screenings and live performances.
Number of people visiting the Galleries.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - <a href="#">Galleries - BRAG &amp; ChArts</a>	≥ 6,000	6,727		Bundaberg Regional Art Gallery (BRAG) visitation: 4120 and Childers Arts Space (CHARTS) visitation: 2607.
Number of visitors to iconic facilities Hinkler Hall of Aviation and Fairymead House.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - <a href="#">Tourism Facilities &amp; Events</a>	> 4,000	6,955		Hinkler Hall of Aviation had 5187 visitors and Fairymead House had 1768 visitors.
Percentage of total days booked at Moncrieff Entertainment Centre.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - <a href="#">Moncrieff Entertainment Centre</a>	Trend	178%		Quarter 2 was very busy with cinema screenings, live performances and community engagement.
Percentage of total seats booked at Moncrieff Entertainment Centre.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - <a href="#">Moncrieff Entertainment Centre</a>	Trend	24%		The actual percentage is low due to the total number of seats sold across a large number of performances.

### 1.3.2: Provide leadership in creative innovation and opportunities for learning and community social and cultural development.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of attendees to Galleries organised Programs and Events.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - Galleries - BRAG & ChArts	≥ 300	3,587	—	Significant programs/events included: Arts Industry Networking Events, Songwalks, March of the Reef Workshops, Creative Crowd, Twilight Artisan Market, Gail Mabo Artist Dinner and Artist Talk and opening weekend events for 'Florence'.
Number of performing arts initiatives designed to engage with our community.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - Moncrieff Entertainment Centre	≥ 3	7	✓	The number of initiatives engaging the community included 5 rehearsals and an Open Rehearsal for the newly formed Bundaberg Rainbow Choir.



### 1.3.4: Manage environmental health services and rehabilitate our natural resources and regional ecosystems whilst educating and engaging with the community.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of community environmental protection and management activities participated in.	<b>Organisation</b> - Community & Environment - Parks, Sport & Natural Environment - Natural Resource Management	≥ 6	6	✓	Activities included community dune care at Elliott Heads, Bundaberg and Discovery Coast Fox Working Group together with assisting in the management of feral pigs in Goodnight and Gaeta areas, State Oversight Committee Meeting, Landholder Assistance Program and Plant Swap Program.
Number of public awareness, education programs and activities delivered.	<b>Organisation</b> - Community & Environment - Parks, Sport & Natural Environment - Natural Resource Management	≥ 6	12	✓	Activities included guided zoo tours, school holiday activity held at Baldwin Swamp, bird walk during the Milbi Festival, aquatic weed field day, weed identification day at Woodgate, feral pig survey and weed and pest educational stall at Bucca markets.



## 2: Our infrastructure and development



### 2.1: Infrastructure that meets our current and future needs

2.1.1: Plan and implement Council's long-term and annual capital works improvement program that reflects community needs and expectations.





Performance Measure	Organisation Link	Target	Actual	Status	Comments
Length of sewer main inspected with CCTV.	<b>Organisation</b> - Infrastructure Services - Water Services - Water Services	Trend	0		The tender for engaging a consultant for sewer main inspection with CCTV is in the market. The program will deliver inspection of 10km of sewer main plus 200 sewer manholes.
Percentage of sewer main relining completed.	<b>Organisation</b> - Infrastructure Services - Water Services - Water Services	Trend	6%		Pre-relining cleaning completed in December 2021. Actual relining work is programmed by the Wide Bay Burnett Urban Water Alliance collaboration project in the coming months.

2.1.3: Manage and maintain Council owned buildings, facilities and assets that support and facilitate social connectedness and community life.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of passengers processed through Bundaberg Regional Airport terminal.	<b>Organisation</b> - Community & Environment - Bundaberg Airport	≥ 30,000	18,225		Passenger numbers grew by 44% over quarter 1 and continued to recover month on month. Further recovery may be delayed until quarter 4 due to the transition to living with COVID.
Number of visitors attending events at the Bundaberg Multiplex Sport and Convention Centre.	<b>Organisation</b> - Community & Environment - Arts, Culture, Tourism Facilities and Events - Multiplex	Trend	6,928		There were approximately 6,928 visitors to the Bundaberg Multiplex Sport & Convention Centre. COVID-19 uncertainty resulted in the cancellation of 9 events which would have seen an additional 3,665 visitors.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Percentage usage of halls and community facilities including Coronation Hall, School of Arts and Gin Gin RSL.	<b>Organisation</b> - Community & Environment - <a href="#">Community Services</a>	Trend	45.3%		Coronation Hall 31.72%, School of Arts 72.37% and Gin Gin RSL Hall 31.89%.
Percentage usage of the Recreational Precinct.	<b>Organisation</b> - Community & Environment - <a href="#">Community Services</a>	Trend	54.11%		Usage of the Bundaberg Recreational Precinct is consistent for the current season and consistent with pre-COVID-19 usage.

### 2.2.2: Supply potable water and wastewater services that ensure the health of our community in accordance with Council's service standards.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of reportable wastewater incidents.	<b>Organisation</b> - Infrastructure Services - Water Services - <a href="#">Water Services</a>	≤ 5	24		3 exceedances in the hinterland catchments (Gin Gin, Childers & Woodgate). 21 In the Bundaberg and Coastal Catchments. Majority of the exceedances were due to the wet weather events that led to stormwater inundation of our wastewater catchment.
Percentage of customers who do not experience a planned water supply interruption.	<b>Organisation</b> - Infrastructure Services - Water Services - <a href="#">Water Services</a>	≥ 95%	99%		443 water connections experienced a planned service interruption from a total of 33,140 water connections.
Percentage of customers who do not experience wastewater interruption.	<b>Organisation</b> - Infrastructure Services - Water Services - <a href="#">Water Services</a>	≥ 95%	100%		67 sewerage connections experienced a service interruption from a total of 26,774 sewerage connections.
Percentage of raw water usage versus allocation.	<b>Organisation</b> - Infrastructure Services - Water Services - <a href="#">Water Services</a>	≤ 80%	30%		The raw water usage was 2,459 ML. The year to date total raw water consumption is 5,280 ML from a total combined yearly



Performance Measure	Organisation Link	Target	Actual	Status	Comments
Percentage of water supply quality incidents per 1,000 connections.	<b>Organisation</b> - Infrastructure Services - Water Services - Water Services	≤ 5	0	✓	allocation of 17,429 ML surface and ground water.  A total of 4 water quality incidents were reported.
Sewer main breaks and chokes per 100km of mains.	<b>Organisation</b> - Infrastructure Services - Water Services - Water Services	≤ 40	12	✓	86 sewer main breaks and chokes occurred across the region.
Wastewater odour complaints per 1,000 connections.	<b>Organisation</b> - Infrastructure Services - Water Services - Water Services	< 5	1	✓	15 odour complaints were received from a total of 26,774 sewage connections.

### 2.2.3: Provide safe and efficient waste services to protect our community and environment.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of people utilising Councils Waste Facilities.	<b>Organisation</b> - Community & Environment - Waste Services	Trend	140930 Waste Facility customers projected for 2021/2022 based on year to date figures.	—	Slight increase on projection due to Christmas, building boom and increased grass mowing due to November's rainfalls.

### 2.2.4: Provide effective and efficient fleet and trade services for operations and projects across Council.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Percentage of asset maintenance work tickets completed when scheduled.	<b>Organisation</b> - Infrastructure Services - Fleet & Trade Services	≥ 95%	97%	✓	Target met.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Percentage of internal client survey results satisfactory or above.	<b>Organisation</b> - Infrastructure Services - Fleet & Trade Services	> 75%	100%	✓	Target met.
Percentage of overall plant, vehicle and equipment availability.	<b>Organisation</b> - Infrastructure Services - Fleet & Trade Services	≥ 95%	97%	✓	Target met.

### 2.3: Sustainable development

#### 2.3.2: Provide an efficient, effective and transparent development assessment service consistent with community and statutory expectations.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of development approvals audited for compliance.	<b>Organisation</b> - Development	= 6	10	✓	The required number of approvals were audited for compliance during the quarter.
Percentage of applications to endorse subdivision plans decided within 15 days or less.	<b>Organisation</b> - Development	≥ 95%	100%	✓	26 plans of subdivision were approved within 15 days or less for the quarter.
Percentage of low complexity development applications decided within 10 days or less.	<b>Organisation</b> - Development	≥ 90%	75%	●	6 low complexity applications were decided in 10 days or less out of a total of 8 decided for the quarter.
Percentage of pre-lodgement meeting outcomes issued within 5 days or less.	<b>Organisation</b> - Development	≥ 80%	68%	●	17 pre-lodgement meeting outcomes were issued within 5 days or less out of a total of 25 that were issued for the quarter.
Percentage of total code assessable development applications decided within 25 days or less.	<b>Organisation</b> - Development	≥ 80%	53%	●	15 code assessable applications were decided within 25 days or less out of a total of 28 decided for the quarter.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Percentage of total impact assessable development applications decided within 35 days or less.	<b>Organisation</b> - Development	≥ 60%	75%	✓	6 impact assessable applications were decided within 35 days or less out of a total of 8 decided for the quarter.
Percentage of total referral agency assessments decided within 10 days or less.	<b>Organisation</b> - Development	≥ 95%	89%	●	116 concurrence referrals were issued within target timeframes out of a total of 131 issued for the quarter.






### 2.3.3: Review and consistently enforce the planning scheme to ensure sustainable environmental practices.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Number of development and building related complaints investigated.	<b>Organisation</b> - Development	Trend	106	✓	106 compliance registers were opened for the quarter.

### 3: Our organisational services

#### 3.1: A sustainable financial position

##### 3.1.1: Develop and maintain a Long-term Financial Plan and fiscal principles for sustainable financial management.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Business Unit Recurrent expenditure is within the budget parameters.	<b>Organisation</b> - Organisational Services - Financial Services - Financial Services	< 2.5%	Overall expenditure is 1.5% less than budget. All funds are within 2.5% with the exception of Water which is 4.4% below budget.		There is additional spend expected in the Water fund in the second half of the financial year.
Investment returns compared to bank bill swap rate (BBSW).	<b>Organisation</b> - Organisational Services - Financial Services - Financial Services	≥ 1.3	8		BBSW doubled in the last quarter from 0.03 to 0.06. However, interest rates offered by the banks have remained relatively stable in comparison. Queensland Treasury Corporation (QTC) interest rates have decreased and as the majority of funds are held here, it has impacted this KPI.
Percentage of creditors paid within agreed terms.	<b>Organisation</b> - Organisational Services - Financial Services - Financial Services	≥ 95%	96%		This quarter Accounts Payable implemented a system for greater visibility of invoices. December saw the lowest level of invoices paid outside terms (40 invoices, 2.06%).
Percentage of outstanding rates.	<b>Organisation</b> - Organisational Services - Financial Services - Financial Services	< 5%	4%		Net percentage = -6.83% and gross percentage = 3.90%.
Sufficient working capital is available to meet forecast operational needs and maintained over the long-term financial forecast. Level of funds available greater than Council's minimum cash requirement.	<b>Organisation</b> - Organisational Services - Financial Services - Financial Services	> 3 months	12 months		Council holds sufficient cash to fund major projects scheduled for the 2021/2022 financial year, with no liquidity issues foreseeable in the short term.

### 3.1.3: Develop strong networks with local, state and national stakeholders.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Percentage of Accounts Payable supplier spend (excluding Corporate Purchase Cards) with local business category A, B and C, as defined in the Procurement and Contract Manual.	<b>Organisation</b> - Organisational Services - Strategic Procurement & Supply - Procurement Stores	= 50%	55%	✓	Average year to date result is 55.09%. Target is to achieve >50%.

### 3.2: Responsible governance with a customer-driven focus

#### 3.2.1: Ensure our workforce is suitable, trained and supported to competently manage themselves and their work.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Average number of business days to complete recruitment process (approval to offer of employment).	<b>Organisation</b> - Organisational Services - People, Safety & Culture	= 30	24	✓	Days to recruit is continuing to trend down. 32 roles filled in quarter 2.
Percentage of staff who successfully completed mandatory training requirements, including leadership development training.	<b>Organisation</b> - Organisational Services - People, Safety & Culture	≥ 90%	88%	●	Training to be completed in January 2022 to address the mandatory training need.

#### 3.2.2: Provide friendly and responsive customer service, in keeping with Council values and community expectations.



Performance Measure	Organisation Link	Target	Actual	Status	Comments
Customer call-backs completed within 24 hours.	<b>Organisation</b> - Organisational Services - Financial Services - Financial Services	= 100%	100%	●	2,683 call backs processed within this quarter, 2% of calls we were unable to make contact with the customer. Average call back time 6 minutes.
Percentage of call centre enquiries answered in accordance with Customer Service Charter.	<b>Organisation</b> - Organisational Services - Financial Services - Financial Services	> 90%	92%	✓	21,497 calls were received this quarter and included Phase 2 of Animal Inspection Program, Property Rates Final Demands,

Performance Measure	Organisation Link	Target	Actual	Status	Comments
					significant Rainfall Event and Boiled Water Alert.
Percentage of customer requests processed/investigated within timeframes.	<b>Organisation</b> - Development	≥ 90%	86%	✓	953 CRMS were actioned within required timeframes out of a total of 1116 CRMS actioned for the quarter.
Percentage of new water and wastewater connections installed within 25 days.	<b>Organisation</b> - Infrastructure Services - Water Services - Water Services	≥ 95%	100%	✓	100% of new water and wastewater connections were installed within 25 days.
Percentage of planning and building searches issued within statutory and corporate timelines.	<b>Organisation</b> - Development	≥ 95%	99%	✓	350 Building Compliance searches and 11 planning certificates were completed for the quarter.
Percentage of plumbing approvals decided within 10 days.	<b>Organisation</b> - Infrastructure Services - Water Services - Water Services	≥ 95%	99%	✓	263 applications from a total of 264 applications were processed.
Percentage of Road, Drainage and Footpath Customer Requests determined and responded to within allocated time periods.	<b>Organisation</b> - Infrastructure Services - Engineering Services	≥ 80%	55%	●	There were 1731 CRMs received and 1107 were closed out. This equates to an increase of approximately 500 from the previous quarter. The average days to complete the CRM's reduced from 8.6 to 8.2 days compared to previous period. The increase is mainly due to the significant rain events during November 2021.

### 3.2.3: Administer statutory compliant governance operations incorporating insurance; risk management; property management and Council policies and procedures.


Performance Measure	Organisation Link	Target	Actual	Status	Comments
Corporate and Operational risks are reported to Audit and Risk Committee.	<b>Organisation</b> - Organisational Services - Governance & Legal Services - Governance & Legal Services	Yes	Yes	✓	An update report was provided to the Audit and Risk Committee on 7 October 2021.
Number of Administrative Action Complaints processed within applicable timeframes.	<b>Organisation</b> - Organisational Services - Governance & Legal Services - Governance & Legal Services	Trend	75	✓	75 administrative action complaints (AACs) were received this quarter, with 27 matters ongoing. 63 AACs were finalised including matters received in previous quarters.
Operational risks are reviewed quarterly by risk owners.	<b>Organisation</b> - Organisational Services - Governance & Legal Services - Governance & Legal Services	= 100%	100%	✓	Operational Risk Reviews were undertaken and finalised with all branches in December 2021.
Percentage of appropriate and current contractual arrangements in place for Council owned and/or managed property.	<b>Organisation</b> - Organisational Services - Governance & Legal Services - Governance & Legal Services	≥ 80%	96%	✓	Meeting target.
Percentage of compliant Right to Information and Information Privacy applications processed within legislative timeframes.	<b>Organisation</b> - Organisational Services - Governance & Legal Services - Governance & Legal Services	= 100%	100%	✓	2 compliant Right to Information applications and 2 Information Privacy applications were received and processed.
Percentage of insurance claims that are processed within timeframes.	<b>Organisation</b> - Organisational Services - Governance & Legal Services - Governance & Legal Services	≥ 95%	100%	✓	22 claims were received and processed (general insurance, motor vehicle insurance, property protection insurance and public liability claims).
Percentage of privacy complaints processed within legislative timeframes.	<b>Organisation</b> - Organisational Services - Governance & Legal Services - Governance & Legal Services	= 100%	100%	✓	There were no privacy complaints received this quarter.

### 3.2.4: Exercise whole-of- Council adherence to, and compliance with, Council's policies and procedures, in keeping with our corporate values and community's expectations.


Performance Measure	Organisation Link	Target	Actual	Status	Comments
Internal Audits are progressing for completion in line with the Internal Audit Plan.	<b>Organisation</b> - Organisational Services - Audit Services Branch	Trend	0		The scheduled internal audits for this quarter are still in progress and will be reported at the next review.
Number of Internal Quality, Safety and Environmental Audits completed.	<b>Organisation</b> - Organisational Services - Audit Services Branch	≥ 2	2		Quality Audit completed Qunaba Waste Management Facility Environmental Authority Compliance Audit 202115 and Resource Requirements of ISO/IEC 17025 Audit 202116.

### 3.3: Open communication

#### 3.3.1: Keep our community and workforce informed and up-to-date in matters of agency and community interest.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Council stories published on Bundaberg Now and across digital platforms.	<b>Organisation</b> - Communications & Marketing - Communications - Communications	≥ 85	215		The actual for this quarter was more than double the target across Bundaberg Now stories, videos and podcasts.

#### 3.3.3: Develop consistent messaging and professional communications that establish a positive profile and identity for Council and our region.

Performance Measure	Organisation Link	Target	Actual	Status	Comments
Council e-newsletter open rate, measured against industry standard.	<b>Organisation</b> - Communications & Marketing - Communications - Communications	≥ 22%	28%		The Bundaberg Now Daily Digest e-newsletter maintained a steady open rate with an average of 27.56%, up slightly from last quarter.



Performance Measure	Organisation Link	Target	Actual	Status	Comments
Percentage of Bundaberg Now website traffic above or below the industry benchmark.	<b>Organisation</b> - Communications & Marketing - Communications - <a href="#">Communications</a>	Trend	+104.87%	✓	Bundaberg Now sessions are sitting significantly higher than the industry benchmark set by Google Analytics for news websites in Australia, up slightly from last quarter.

**Item****25 January 2022****Item Number:**

G5

**File Number:****Part:**

GOVERNANCE

**Portfolio:**

Organisational Services

**Subject:**

Specialised Supplier Arrangement with AAM Pty Ltd for Geocortex License Agreement Renewal

**Report Author:**

Steven Bowden, GIS Delivery &amp; Support Team Leader

**Authorised by:**

Simon Muggerridge, Acting General Manager Organisational Services

**Link to Corporate Plan:**

Our organisational services - 3.2 Responsible governance with a customer-driven focus - 3.2.5 Provide and review systems, programs and processes to ensure effective, innovative and efficient service delivery to meet community expectations.

**Background:**

Geocortex is the software product that works in conjunction with the Esri ArcGIS platform, (Council's underlying Geographic Information System), to delivery powerful end user GIS functionality via a web browser to internal and external users.

Geocortex is used for the internal GTX and Flood Portal applications that approximately 500 staff access, and for the externally accessible Interactive Mapping and Flood Gauge Mapping applications that the public can utilise.

Council has been utilising this software for the last 8 years and therefore it would not be cost effective to change to another system when the existing system is still functionally fit for purpose.

Council officers suggest that Council apply the exception to tender/quote requirement contained in section 235(b) of the *Local Government Regulation 2012*, as it would be impractical or disadvantageous for Council to invite quotes or tenders.

**Associated Person/Organization:**

AAM Pty Ltd

**Consultation:**

Internal Procurement Section

Procurement Board

**Chief Legal Officer's Comments:**

Section 235(b) of the *Local Government Regulation 2012* allows the local government to resolve that it is satisfied that it would be impractical or disadvantageous for the Council to invite quotes or tenders as this is a specialised supplier.

**Policy Implications:**

There appears to be no policy implications.

**Financial and Resource Implications:**

There is sufficient budget to cover the licence fees for this software.

**Risk Management Implications:**

There appears to be no risk management implications.

**Human Rights:**

There appears to be no human rights implications.

**Indigenous Land Use Agreement (ILUA) Implications:**

There appears to be no ILUA implications.

**Attachments:**

Nil

**Recommendation:**

**That:**

- a) Council enter into an arrangement with AAM Pty Ltd (ABN 63 106 160 678) for the supply of Geocortex Essentials software, support and maintenance without first inviting written quotes pursuant to Section 235(b) of the *Local Government Regulation 2012*; and**
- b) That this arrangement be for a period of 3 years.**

**Item****25 January 2022****Item Number:**

K1

**File Number:**

521.2017.24.1

**Part:**

PLANNING

**Portfolio:**

Planning &amp; Development Services

**Subject:**

DA 521.2017.24.1 - Request for Extended Completion Date Bundaberg Open for Development 2016 Incentives

**Report Author:**

Michael Ellery, Group Manager Development

**Authorised by:**

Stephen Johnston, Chief Executive Officer

**Link to Corporate Plan:**

Our community and environment - 1.1 Economic growth and prosperity - 1.1.4 Develop a sustainable pipeline of strategic projects that support organisational and economic development objectives, including procuring external grant funding.

**Background:**

Council is in receipt of a request to extend the completion date for a development to be eligible for incentives under the Bundaberg Open for Development 2016 incentives scheme.

The request relates to DA 521.2017.24.1 being a development permit for reconfiguring one lot into two at 360 Bourbong St, Millbank. The incentives, originally approved on 20 March 2018, provide for a 50% discount. Under the Infrastructure agreement (IA) executed on 21 June 2018, to receive the incentives the development was required to be completed by 28 June 2019 (see Attachment 2).

The development did achieve substantial commencement but was not completed by the original Completion Date. In response to an Extension Request made by the owner, the Chief Executive Officer granted an extension to the Completion Date under delegation and pursuant to Clause 6.1(c) of the IA up to and including 31 December 2019. No further extension was requested (Attachment 3).

The next contact with the owner about this issue occurred in October 2021. In response to a query about what was required to enable approval of the Plan of Subdivision, Council officers advised, amongst other matters, that the IA had expired and that the full charge would be payable. The applicant subsequently lodged a request to approve the Plan of Subdivision for the development on 6 December 2021.

As part of the assessment of that request, it was confirmed that the infrastructure charges were outstanding and that, because the Completion Date for the incentives

had passed, the full amount as originally levied was due. The owner was notified of this by letter dated 23 December 2021.

The owner of the subject site has now requested that the completion date be extended to allow the discount to again be applicable. Although the IA provides for the ability to make an Extension Request to the Chief Executive Officer, it is a precondition of such requests that they be made prior to the date that is sought to be extended. As such the request has been reported to Council for determination.

In seeking the request, the owner has advised that given a lack of understanding of the IA and the development process, they believed that the discount would still apply. They also state that the discount is needed to make the project viable. A copy of the owner's request is included as Attachment 4.

Currently the Plan of Subdivision has not been approved as officers await completion of the remaining conditions of approval. Outstanding items to be dealt with include obtaining building approvals for demolition of structures on the site, erection of a dividing fence, construction and sealing of driveways and crossovers and confirming that connection can be made for telecommunication services.

**Associated Person/Organization:**

David Martin – owner

**Consultation:**

No consultation has been undertaken regarding this matter.

**Chief Legal Officer's Comments:**

As noted previously, the discounts and performance of the developer are secured by an Infrastructure Agreement. If the Council agrees to the extended completion date, a Deed of Variation will be required to amend the Completion Date in the IA.

**Policy Implications:**

Whilst a change to the Infrastructure Agreement can still be made, the request is in conflict with the terms of that agreement. The terms of the IA make it clear that an Extension Request must be made prior to the Completion Date expiring, in this case the request should have been made prior to 31 December 2019. The owner, despite his suggestions otherwise, clearly understood this to be the case as evidenced by his first request to extend the Completion Date that was submitted in the correct time.

Substantial time has elapsed since the Completion Date expired. A search of Council's records did not find any record of contact earlier than the counter enquiry in October 2021.

Given the length of time since the Bundaberg Open for Development incentives scheme wrapped up and the time since the Completion Date expired, it is considered that there are insufficient grounds to extend the Completion Date for this development as requested.

If Council is minded to give an extension, it is suggested that this should be for no more than 6 additional months given the limited number of outstanding issues to be resolved before the plan can be approved.

**Financial and Resource Implications:**

The discounts available for the development based on the current IA are outlined in the table below:

<b>Infrastructure Amount</b>	<b>Applicable Discount</b>	<b>Reduced Infrastructure Amount</b>
<b>\$25,200</b>	<b>50%</b>	<b>\$12,600</b>

**Risk Management Implications:**

There appears to be no risk management implications.

**Human Rights:**

There appears to be no human rights implications.

**Indigenous Land Use Agreement (ILUA) Implications:**

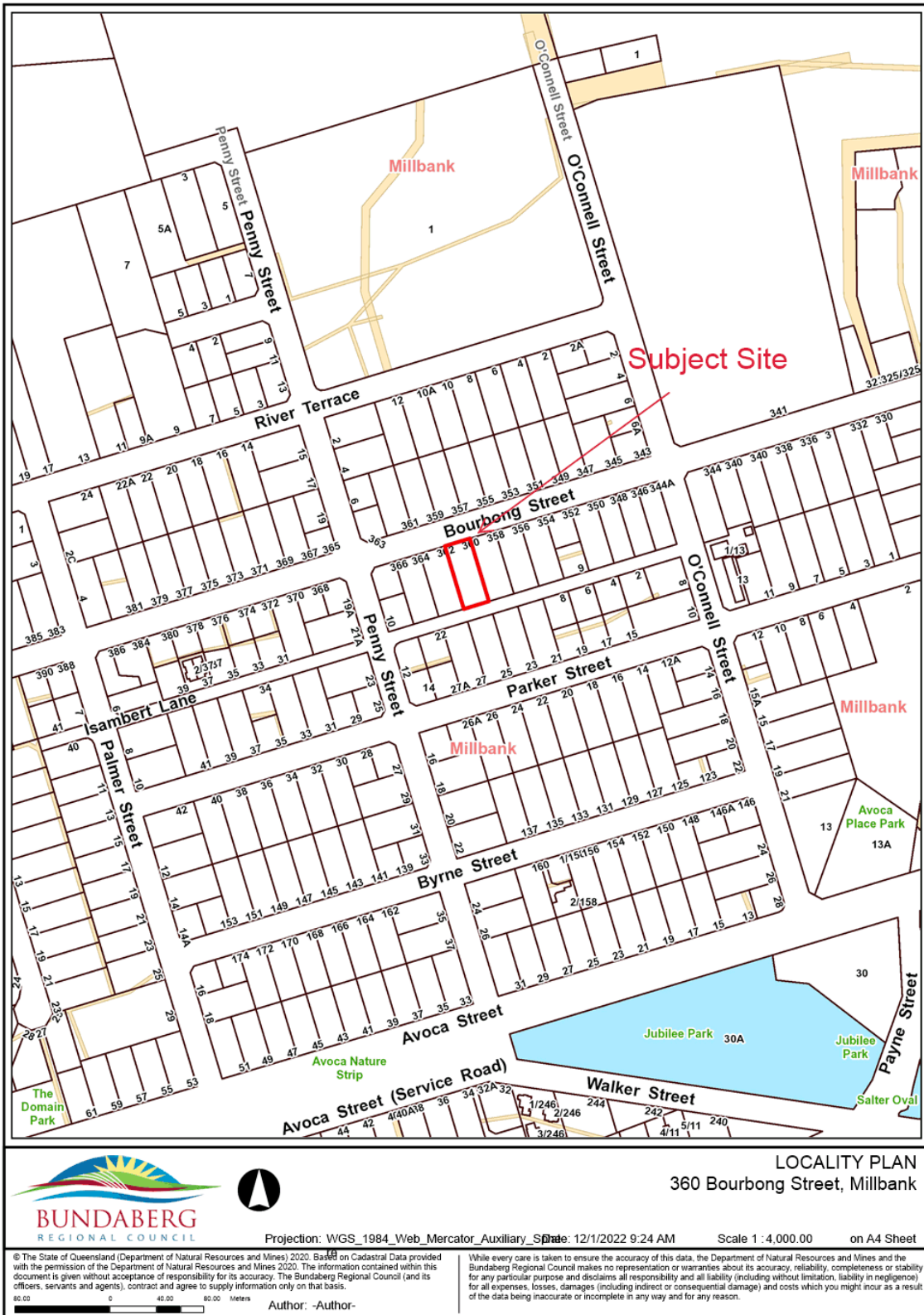
There appears to be no ILUA implications.

**Attachments:**

- ↓1 Locailty Plan
- ↓2 Site Plan
- ↓3 Infrastructure Agreement
- ↓4 Extension Letter
- ↓5 Owners Request

**Recommendation:**

**That the owner of 360 Bourbong Street, Millbank be advised that Council does not agree to an extension of the Completion Date in the Bundaberg Open For Development 2016 Infrastructure Agreement infrastructure agreement for DA521.2017.24.1.**



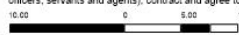


**SITE PLAN**  
360 Bourbong Street, Millbank

Projection: WGS\_1984\_Web\_Mercator\_Auxiliary\_Spheroid Date: 12/1/2022 9:22 AM Scale 1 : 500.00 on A4 Sheet

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Author: -Author-



## **Infrastructure Agreement**

*Planning Act 2016*

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### **Bundaberg Open for Development 2016 Infrastructure Agreement**

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**Bundaberg Regional Council**  
Council

**David Martin**  
Owner

CONNOR O'MEARA  
Solicitors  
Level 5, 370 Queen Street  
BRISBANE QLD 4000  
Telephone: 3221 3033  
Facsimile: 3221 6661

Register reference: [document type].[document year].[document number].[document part]

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Dated this 21<sup>st</sup> day of June 2018

## **PARTIES**

**Council:** BUNDABERG REGIONAL COUNCIL of 190 Bourbong Street, Bundaberg in the State of Queensland

**Owner:** David Martin of 156 Barolin Esplanade, Coral Cove in the State of Queensland

## **Part 1 Preliminary**

### **1. Introduction**

#### **1.1 Short title**

This document may be referred to as the Bundaberg Open for Development 2016 Infrastructure Agreement.

#### **1.2 Deed**

This document is a deed which comprises the following:

- (a) **Part 1** which recites the following:
  - (i) the date of this document;
  - (ii) the names of the parties to this document;
  - (iii) the purpose for which the parties have entered into this document;
- (b) **Part 2** which witnesses the terms agreed upon by the parties;
- (c) **Part 3** which provides for the execution of this document by the parties.

#### **1.3 Date**

This document is made on the date when the last party executes this document.

#### **1.4 Parties**

This document is made between the parties in Schedule 1.

#### **1.5 Recitals**

This document has been entered into for the following purposes:

- (a) On 19 July 2016, the Council launched the "Bundaberg Open for Development 2016" infrastructure charges incentives policy with the objective of stimulating new construction activity and employment in the region;
- (b) The "Bundaberg Open for Development 2016" infrastructure charges incentives scheme commenced on 19 July 2016 and it seeks to offer discounts for infrastructure charges or infrastructure contributions required under a condition of approval, for certain development;

- (c) The parties have agreed that discounts will apply for the Eligible Development in accordance with the terms of this document.

## Part 2 Terms agreed by the parties

### 2. Interpretation

#### 2.1 Definitions

In this document, unless the context or subject matter otherwise indicates or requires a word which is capitalised has the following meaning:

**Applicable Discount** means.

- (a) 100% of the Infrastructure Amount if the Eligible Development is for:
- (i) CBD/Town Centre Development; or
  - (ii) Rural Sector Development where:
    - (1) intensive horticulture;
    - (2) rural industry;
    - (3) aquaculture; or
    - (4) winery (where in a rural zone),

and is Completed by the Completion Date but limited to a maximum monetary discount of one million dollars; or

- (b) 50% of the Infrastructure Amount if the Eligible Development is any other development and is Completed by the Completion Date but limited to a maximum monetary discount of one million dollars.

**Approval** means a development permit or compliance permit for a material change of use or reconfiguring a lot.

**Authority** means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other entity or body with relevant power or authority.

**Business Day** has the meaning in the *Acts Interpretation Act 1954* (Qld).

**Calendar Day** means from one midnight to the following one.

**CBD/Town Centre Development** has the meaning specified for "CBD/Town Centre development" in Attachment B of the Incentives Application Form.

**Charges Notice** means:

- (a) an infrastructure charges notice as defined in the Planning Act;
- (b) a notice equivalent to an infrastructure charges notice which is given under legislation which repeals and replaces the Planning Act.

**Chief Executive Officer** means the chief executive officer of the Council.

**Commencement Date** means the date on which this document commences as stated in **clause 1.3**.

**Completed means:**

- (a) for a material change of use:
  - (i) where involving building works, a certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued and the Council is satisfied that all applicable conditions for the material change of use have been complied with; or
  - (ii) where not involving building work, the whole of the approved use is established and the Council is satisfied that all applicable conditions for the material change of use have been complied with; or
- (b) for reconfiguring a lot, all plans of reconfiguration have been given to the Council and the Council is satisfied that all applicable conditions for the reconfiguration have been complied with; or
- (c) where the Eligible Development relates to one or more stages of development, achievement of (a) or (b) for the stage or stages.

**Completion Date means:**

- (a) 28 June 2019; or
- (b) if the Chief Executive Officer extends the date under **clause 6.1(c)**, the extended date.

**Council** means the Local Government identified in Item 1 of Schedule 1.

**Development Land** means the land identified in Item 3 of Schedule 1.

**Development Obligation** means an obligation under this document to be performed and fulfilled by a party.

**Dispute Notice** means a Notice given under **clause 11.1**.

**Due Date** means the last date by which the Reduced Infrastructure Amount must be paid to the Council and identified in Item 6 of Schedule 1.

**Eligible Development** means the development identified in Item 4 of Schedule 1 which is:

- (a) CBD/Town Centre Development; or
- (b) Housing Affordability Development; or
- (c) Long Term Employment Generating Development; or
- (d) Rural Sector Development.

**Expert** means an expert appointed under **clause 11.3**.

**Extension Request** means a request made in writing to the Chief Executive Officer before the Completion Date sought to be extended, for an extension to the Completion Date which includes information demonstrating that:

- (a) the Eligible Development has achieved Substantial Commencement by the Completion Date sought to be extended; and
- (b) there is a sufficient explanation for why the Eligible Development cannot be completed by the Completion Date sought to be extended.

**Force Majeure** means an event:

- (a) being a Commonwealth or State government decree, an act of God, industrial disturbance, act of public enemy, war, international blockade, public riot, lightning, flood, earthquake, fire, storm or other physical or material restraint;
- (b) which is not within the reasonable control of the party claiming Force Majeure; and
- (c) which could not have been prevented by that party exercising a standard of knowledge, foresight, care and diligence consistent with that of a prudent and competent person under the circumstances.

**GST** has the meaning in the GST Act.

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

**Housing Affordability Development** has the meaning specified for "Housing Affordability development" in Attachment B of the Incentives Application Form.

**Incentives Application Form** means the document in Schedule 3.

**Infrastructure Agreement** means an agreement under Chapter 4, Part 4 of the Planning Act.

**Infrastructure Amount** means the amount identified in Column 1 of Schedule 2.

**Infrastructure Charging Instrument** means a law or statutory instrument for the levying of a charge for infrastructure.

**Local Government** has the meaning in the Local Government Act.

**Local Government Act** means the *Local Government Act 2009* (Qld).

**Long Term Employment Generating Development** has the meaning specified for "Long Term Employment Generating development" in Attachment B of the Incentives Application Form.

**Notice** means a document to be given by a party or a person under this document.

**Owner** means:

- (a) the party identified in Item 2 of Schedule 1;
- (b) otherwise, for land the following:
  - (i) the person for the time being entitled to receive the rent for the land;
  - (ii) the person who would be entitled to receive the rent for the land if the land were let to a tenant at a rent.

**Planning Act** means the *Planning Act 2016* (Qld).

**Reconfigured Lot** means a lot created upon the reconfiguration of the Development Land.

**Reduced Infrastructure Amount** means the Infrastructure Amount discounted by the Applicable Discount and is the amount identified in Column 3 of Schedule 2.

**Rural Sector Development** has the meaning specified for "Rural Sector development" in Attachment B of the Incentives Application Form.

**Substantial Commencement** means:

- (a) for a material change of use, the commencement of construction of either the slab or footings, whichever is required for the development, proportionate to the size of the development proposed; or
- (b) for reconfiguring a lot, the commencement of civil works, such as roadwork, water or sewer connections or stormwater pipe work,

but does not include preliminary site works such as tree clearing or bulk earthworks.

## 2.2 Undefined word

If a word is not defined in this document, unless the context or subject matter otherwise indicates or requires, the word is to have a meaning given to it by the following:

- (a) the Planning Act;
- (b) a relevant local planning instrument if the word is not defined in the Planning Act;
- (c) the Macquarie Dictionary if the word is not defined in the Planning Act or a relevant local planning instrument.

## 2.3 References

In this document unless the context or subject matter otherwise indicates or requires:

- (a) a reference to a document, includes a consolidation, amendment, notation, supplement, replacement or variation of the document;
- (b) a reference to a law or a provision of a law, includes the following:
  - (i) the law and the common law including the principles of equity of the Commonwealth, a State or a Territory;
  - (ii) a statutory instrument made or in effect under the law or the provision;
  - (iii) a consolidation, amendment, extension, re-enactment or replacement of the law or the provision;
- (c) a reference to a word in:
  - (i) the singular includes the plural; and
  - (ii) the plural includes the singular;
- (d) a reference to the word dollar or \$, is a reference to a dollar of Australian currency and an amount payable is payable in Australian dollars;
- (e) a reference to writing, includes a mode of representing or reproducing a word in tangible and permanently visible form and includes a facsimile transmission;



- (f) a reference to the word includes, or to an example or particularisation of a clause, does not limit the meaning of a word to which the clause relates to a matter of a similar kind;
- (g) a reference to a word which is defined in this document, includes another part of speech or grammatical form of the word which is to have a corresponding meaning;
- (h) a reference to a party made up of more than one person, is a reference to all of those persons separately so that:
  - (i) an obligation of a party binds them jointly and each of them individually; and
  - (ii) a right of a party benefits them jointly and each of them individually;
- (i) a reference to a day is a Calendar Day;
- (j) a reference to a date on or by which an act is to be done is to be taken to be the next Business Day if:
  - (i) the date is not a Business Day; or
  - (ii) the act is done after 5.00pm on the day by which the act is to be done;
- (k) a reference to a period of time which is to be calculated by regard to a day or an event, is to exclude the day or the day of the event;
- (l) a reference to the word land, includes the following:
  - (i) an interest or estate in, on, over or under the land;
  - (ii) the airspace above the surface of the land and an estate or interest in the land;
  - (iii) the subsoil of the land and an estate or interest in the subsoil;
  - (iv) a part or parts of the land;
  - (v) an estate or interest created for any of the above matters;
- (m) a reference to the word sell, includes transfer, dispose of and alienate but excludes a mortgage, licence, grant of an easement and a lease other than a lease for a term including an option exceeding 5 years;
- (n) a reference to a successor in title of land, includes the following:
  - (i) a person deriving title to the land through or under the Owner of the land;
  - (ii) a mortgagee which takes possession of the land;
- (o) a reference to the address of a party is a reference to the physical or postal address of that party stated in Schedule 1 or as changed under this document, as indicated by the context or subject matter.

### **3. Infrastructure Agreement**

#### **3.1 Infrastructure Agreement under the Planning Act**

This document constitutes an Infrastructure Agreement under the Planning Act.

#### **3.2 Application of the Infrastructure Agreement**

This document applies to all development comprising the Eligible Development described in Item 4 of Schedule 1.

#### **3.3 Owner**

- (a) The Owner consents to the Development Obligations attaching to the Land under the Planning Act .
- (b) A Development Obligation is binding on the Owner of the Development Land and the Owner's successor in title of the Development Land under the Planning Act.
- (c) A Development Obligation is not affected by a change in the ownership of the Development Land or a part of the Development Land.

#### **3.4 Relationship to an Approval**

If a Development Obligation is inconsistent with an Approval for the Development Land, the Development Obligation is to prevail to the extent of the inconsistency.

#### **3.5 Relationship to an Infrastructure Charging Instrument**

- (a) This document is not intended to limit the nature or type of an Infrastructure Charging Instrument which an Authority may lawfully make for the development of the Development Land.
- (b) If a Development Obligation is inconsistent with an Infrastructure Charging Instrument, the Development Obligation is to prevail to the extent of the inconsistency.

### **4. Operation of the Infrastructure Agreement**

#### **4.1 Commencement of the Infrastructure Agreement**

This document is to be of no effect until the Commencement Date.

#### **4.2 Termination of the Infrastructure Agreement**

This document is terminated if:

- (a) the parties agree as follows:
  - (i) that the performance and fulfilment of this document has been frustrated by an event outside of the control of the parties; or
  - (ii) to terminate this document; or
- (b) **clause 7.1(d)** operates.

## **5. Deed of agreement**

### **5.1 Continuing effect as a deed of agreement if not an Infrastructure Agreement**

In the event that this document is declared not to be an Infrastructure Agreement, as defined by the Planning Act, the parties agree to be bound by the terms of this document as though it were a deed of agreement.

## **6. Development Obligations**

### **6.1 The Council's and Owner's obligations**

(a) If:

- (i) the Eligible Development is Completed by the Completion Date;  
and
- (ii) the Reduced Infrastructure Amount is paid by the Due Date,

the Council agrees to accept the payment of the Reduced Infrastructure Amount in full and final satisfaction of the Infrastructure Amount.

(b) If:

- (i) the Eligible Development is not Completed by the Completion Date;  
or
- (ii) the Reduced Infrastructure Amount is not paid by the Due Date,

the Owner will pay the Infrastructure Amount forthwith.

(c) The Chief Executive Officer may, in his absolute discretion, extend the Completion Date upon the making of an Extension Request.

### **6.2 The Owner's obligations**

The Owner:

- (a) agrees to provide evidence of Substantial Commencement to the Council within 5 business days of the achievement of Substantial Commencement;
- (b) agrees to provide evidence of Completion to the Council within 5 business days of Completion; and
- (c) upon acceptance by the Council of the payment of a Reduced Infrastructure Amount in accordance with the terms of this document, is released from any further obligation to pay the Infrastructure Amount under the Charges Notice or condition identified in Item 5 of Schedule 1.

## **7. Application**

### **7.1 Application of Applicable Discount**

- (a) An Applicable Discount applies to the net amount of an Infrastructure Amount after credits and offsets have been deducted.

- (b) An Applicable Discount may only be applied in the manner stated in this document.
- (c) An Applicable Discount may only be applied once for the Eligible Development.
- (d) Development which is subject to a refund by operation of section 137 or section 139 of the Planning Act is not eligible for a discount. If by operation of section 137 or section 139 of the Planning Act development, which is otherwise Eligible Development, is subject to a refund, this agreement terminates and each party is released from all obligations under this agreement.

#### 7.2 **Early payment**

This document does not preclude the Owner from making early payment of a Reduced Infrastructure Amount. However, early payment does not guarantee eligibility for an Applicable Discount and the terms of this document must be satisfied to secure an Applicable Discount. The early payment of a Reduced Infrastructure Amount does not release the Owner from an obligation to pay the Infrastructure Amount until the Council has accepted the payment of the Reduced Infrastructure Amount in accordance with **clause 6.1(a)**.

### **8. Assignment**

#### 8.1 **Assignment of interests, rights or obligations under document**

The Owner may not, either absolutely or by way of security, assign its interests, rights or obligations under this document:

- (a) without the written consent of the Council; and
- (b) in a manner which is inconsistent with the provisions of this document.

### **9. Novation of document upon sale**

#### 9.1 **Reconfiguring of the Development Land**

If the Development Land is subject to reconfiguring of a lot to create a Reconfigured Lot, then a Development Obligation:

- (a) remains attached to the Reconfigured Lot; and
- (b) binds the Owner of the Reconfigured Lot.

#### 9.2 **Dealing with the Development Land**

The Owner and the Owner's successors in title are not to sell the Development Land or a Reconfigured Lot prior to the performance and fulfilment of the Development Obligations under this document except subject to the condition that the purchaser is to enter into a deed of novation of this document with each other party, on terms reasonably acceptable to each other party, whereby the purchaser becomes contractually bound to each other party to perform and fulfil the provisions of this document or such of them as remain unperformed or unfulfilled by the Owner at the time of the sale.

## **10. Right of access**

### **10.1 Access to Development Land**

The Owner is to, upon the receipt of a Notice given by the Council to the Owner which states that access is requested, permit the Council to have access to the Development Land for the purposes of determining whether:

- (a) Substantial Commencement has been achieved; or
- (b) the Eligible Development has been Completed.

### **10.2 Exercise of a right of access**

In exercising a right of access, the Council is:

- (a) to exercise reasonable care so as not to cause damage or injury to property or a person;
- (b) taken to be an invitee of the Owner and the occupier of the relevant land; and
- (c) to promptly rectify any damage caused to property.

## **11. Dispute resolution generally**

### **11.1 Dispute**

If there is a dispute between the parties, a party may give a Dispute Notice referring the dispute for determination by the Expert.

### **11.2 Notice as bar**

The giving of a Dispute Notice operates as a complete and unconditional bar and waiver to the commencement of a proceeding or any litigation in respect of a dispute until after the actions in this **clause 11** have been taken and followed.

### **11.3 Identity of expert**

If within 14 Calendar Days from the giving of a Dispute Notice the parties are not able to agree on the identity of the Expert, the Expert is to be appointed at the request of any party by the President for the time being of the Queensland Law Society Incorporated.

### **11.4 Experience and expertise**

The Expert is to be a qualified civil engineer with extensive experience in dispute resolution and construction practices.

### **11.5 Non arbitrator**

The Expert is to determine the procedure to be adopted to determine the dispute and is to act as an expert and not as an arbitrator.

### **11.6 Submissions**

- (a) A party may make a submission to the Expert in respect of the dispute within 14 Calendar Days after the appointment of the Expert.

- (b) A party making a submission to the Expert in respect of the dispute is to give a copy of the submission to each other party within 7 Calendar Days after the submission is given to the Expert.
- (c) The Expert is to take account of any submission received in respect of the dispute under **paragraph 11.6(a)**.

#### 11.7 **Costs**

The parties are to pay the Expert's costs (including the cost of engaging and consulting advisers) equally.

#### 11.8 **Co-operation**

- (a) The parties are to at all times do all things which the Expert requires of them in respect of the Expert's determination of the dispute and are to co-operate and assist the Expert in every reasonable way.
- (b) A party is not to wilfully do or cause to be done any act to delay or prevent the determination of the dispute by the Expert.

#### 11.9 **Determination**

The Expert's determination:

- (a) is to be made within 14 Calendar Days after the earlier of:
  - (i) each party has made a submission to the Expert in respect of the dispute;
  - (ii) the expiry of the time for a party to make a submission to the Expert in respect of the dispute;
- (b) is to be given in writing as soon as possible;
- (c) is to contain the reasons for the making of the determination;
- (d) is final and binding on the parties.

## 12. **Force Majeure**

### 12.1 **Notice of Force Majeure**

If a party is unable by reason of Force Majeure to perform and fulfil an obligation, the party is to, as soon as is reasonably practicable after the Force Majeure, give to each other party a Notice which states the following:

- (a) that Force Majeure is in existence; and
- (b) full particulars of the Force Majeure.

### 12.2 **Suspension of an obligation**

An obligation of a party so far as it is affected by Force Majeure is suspended during the following:

- (a) the continuance of Force Majeure; and
- (b) a further period which is reasonable in the circumstances.

**12.3 Removal or amelioration of Force Majeure**

The party giving a Notice of Force Majeure is to, as soon as is reasonably practicable, use its best endeavours to remove the Force Majeure or ameliorate its effect.

**12.4 Dispute resolution process to apply**

If the parties are unable to agree on the existence of a party's Force Majeure or the period during which an obligation is suspended during the continuance of Force Majeure the dispute is to be resolved under **clause 11**.

**13. Time****13.1 Time of the essence**

Time is, in all cases, of the essence.

**13.2 Extension of time**

The parties may agree to extend a time stated in this document by giving to each other a Notice which states the extended time.

**14. Counterparts****14.1 Document may consist of counterparts**

This document may consist of a number of counterparts, each of which when executed shall be an original and all the counterparts together shall constitute one and the same instrument.

**14.2 Exchange of a counterpart**

A party who has executed a counterpart of this document may exchange that counterpart with another party by faxing it or emailing it to the other party and, if that other party requests it, promptly delivering that executed counterpart by hand or post to the other party. However, the validity of this document is not affected if the party who has faxed or emailed the counterpart delays in delivering or does not deliver it by hand or by post.

**15. Further action****15.1 Action to give effect to this document**

A party is to do at its cost everything reasonably necessary to effect, perfect or complete this document and a transaction incidental to this document.

**15.2 Further action if a clause is invalid, illegal or unenforceable**

The parties are to use their best endeavours including the preparation, negotiation and execution of a further document to ensure that the object of a clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is substantially achieved.

## **16. Severance**

### **16.1 Removal from this document**

A clause or part of a clause which is held by a court to be invalid, illegal or unenforceable is to be treated as removed from this document.

### **16.2 Effect of removal on this document**

The remaining clauses are not affected by:

- (a) the invalidity, illegality or unenforceability of a clause or part of a clause; or
- (b) the removal of a clause or part of a clause from this document.

### **16.3 Further action on removal**

The parties are to use their best endeavours to satisfy the intent of this document as stated in **clause 1.5**, for a clause or part of a clause which is held by a court to be invalid, illegal or unenforceable, to the extent that it is possible having regard to the relevant court judgment.

## **17. Notice**

### **17.1 Form of a Notice**

- (a) A Notice given by a party is to be:
  - (i) in writing;
  - (ii) signed by the party; and
  - (iii) marked for the attention of the relevant person.
- (b) A party receiving a Notice is not obliged to enquire as to the authority of the person signing the Notice.

### **17.2 Giving of a Notice**

- (a) A party may give to any other party a Notice by sending the Notice in one of the following ways:
  - (i) delivering the Notice to the other party at the physical address of the party;
  - (ii) sending the Notice to the other party by electronic mail;
  - (iii) posting the Notice by prepaid post to the other party at the postal address of the party;
  - (iv) faxing the Notice to the other party at its facsimile number.
- (b) A Notice is to be treated as given in the following circumstances:
  - (i) if it is delivered, when it is left at the physical address of the other party;
  - (ii) if it is sent by electronic mail and no electronic error notification is received by the sender, the date and time the electronic mail indicates it was sent;



- (iii) if it is sent by post, 3 Calendar Days after it is posted or 7 Calendar Days after it is posted if sent to or from a place outside Australia;
- (iv) if it is sent by facsimile, as soon as the sender receives from the sender's facsimile machine a report of an error-free transmission to the correct facsimile number.

**17.3 Change of the details of a party**

A party may change the address, facsimile number and the person to whose attention a Notice is to be brought by giving to each other party a Notice which states the following:

- (a) the changed details;
- (b) that the change is to take effect from a date which is at least 7 Calendar Days after the Notice is given to each other party.

**18. Further agreement**

**18.1 Agreement to change**

- (a) The parties may at any time agree to change, review or replace this document.
- (b) The parties may agree the circumstances and the manner in which a change, review or replacement of this document is to be conducted.

**18.2 Form of the change**

A change, review or replacement of this document only has effect if the change:

- (a) is in the form of a deed executed by the parties; and
- (b) complies with the Planning Act and any other relevant law.

**18.3 Further agreement**

- (a) The parties may at any time enter into an agreement or arrangement for a matter the subject of this document that the parties consider is necessary or desirable in order to give effect to this document.
- (b) An agreement or arrangement entered into under **paragraph (a)** is not to be inconsistent with this document.

**19. Costs and outlays**

**19.1 Each party pay its own costs**

Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this document.

**20. Governing law and jurisdiction**

**20.1 Queensland law to apply**

This document is governed by the laws which apply in the State of Queensland.

**20.2 Queensland courts to have jurisdiction**

- (a) The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Queensland and a court which has jurisdiction to hear an appeal from those courts.
- (b) The parties are not to object and waive their right to object to the following:
  - (i) a legal proceeding brought in those courts;
  - (ii) the exercise of the jurisdiction by those courts on any basis;
  - (iii) the exercise or non-exercise of a right, including for the actual or contemplated enforcement or preservation of a right, waiver, release, indemnity, discharge or charge under this document.

**21. GST****21.1 Construction of this clause**

In this **clause 21**:

- (a) a word has the meaning in the GST Act; and
- (b) a reference to GST payable and an input tax credit entitlement include the GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

**21.2 Payment of GST**

- (a) If a party or an entity through which that party acts (**Supplier**) is liable to pay GST on a supply made under or in connection with this document, the recipient is to pay to the Supplier an amount equal to the GST payable by the Supplier.
- (b) The recipient is to pay the amount stated in **paragraph (a)** in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (c) The Supplier is to deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to the payment of the amount stated in **paragraph (a)**.
- (d) The recipient may withhold the payment of the amount stated in **paragraph (a)** until the Supplier provides a tax invoice or an adjustment note, as appropriate.
- (e) If an adjustment event arises in respect of a taxable supply made by a Supplier under this document, the amount payable by the recipient is to be recalculated to reflect the adjustment event and a payment is to be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.
- (f) The parties are to do all things including producing a tax invoice and other documents which may be necessary or desirable to enable or help the other party to claim an input tax credit, set-off, rebate or refund for an amount of GST for a supply under this document.

21.3 **Reimbursable cost**

If a party is required to pay for a cost of another party (**Reimbursable Cost**), the amount to be paid is the amount of the Reimbursable Cost net of an input tax credit or reduced input tax credit to which the other party is entitled for the Reimbursable Cost.

21.4 **Indemnified cost**

If a party has the benefit of an indemnity for a cost (**Indemnified Cost**), the indemnity is for the Indemnified Cost net of an input tax credit or reduced input tax credit to which that party is entitled for the Indemnified Cost.

21.5 **Stated amount**

An amount stated in this document is exclusive of GST unless otherwise expressly stated.

21.6 **No merger on termination**

**Clause 21** does not merge on the termination of this document and continues to have effect until each party gives to each other party a Notice waiving the benefit of the clause.

**SCHEDULE 1****Reference schedule****ITEM 1 Council**

Name of Council	<b>Bundaberg Regional Council</b>
Address	190 Bourbong Street, Bundaberg, 4670 in the State of Queensland
Facsimile No.	(07) 4150 5410
Email address:	ceo@bundaberg.qld.gov.au
Person to whose attention a Notice is to be brought:	Chief Executive Officer

**ITEM 2 Owner**

Name	<b>David Martin</b>
Address (or registered office if a corporation)	156 Barolin Esplanade, Coral Cove in the State of Queensland
Email address:	electric33@me.com
Person to whose attention a Notice is to be brought:	David Martin

**ITEM 3 Development Land**

360 Bourbong Street, Millbank in the State of Queensland; land described as Lot 34 on RP13414

**ITEM 4 Eligible Development**

521.2017.14.1

**ITEM 5 Charges Notice or condition under which Infrastructure Amount is payable**

331.2018.993.1

**ITEM 6 Due Date for payment of Reduced Infrastructure Amount**

Before the Local Government approves the plan of subdivision

**SCHEDULE 2**  
**Discount Schedule**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Infrastructure Amount</b>	<b>Applicable Discount</b>	<b>Reduced Infrastructure Amount</b>
<b>\$25,200.00</b>	<b>50%</b>	<b>\$12,600.00</b>

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**SCHEDULE 3****Incentives Application Form****Bundaberg Open for Development 2016  
Infrastructure Charges Incentives Application Form**

Council is offering infrastructure charges incentives to attract developments that will generate longer term economic growth and job creation where they are consistent with our planning vision for the region.

To see if your development is eligible for infrastructure charges incentives, please refer to Attachment A.

To apply, please complete this form and return to Council prior to 29 June 2018. Please email directly to [Duty\\_Planner@bundaberg.qld.gov.au](mailto:Duty_Planner@bundaberg.qld.gov.au)

Developers details			
Name/s (individual or company name in full):	David Martin		
For Contact Name:	David Martin		
Postal Address:	156 Barolin Esplanade		
	Suburb: Coral Cove	State: QLD	Postcode: 4670
Contact Number:	0414755322	Fax Number:	
Email address:	electric33@me.com		
Owners details			
Name/s (individual or company name in full):	David Martin		
Postal Address:	156 Barolin Esplanade		
	Suburb: Coral Cove	State: QLD	Postcode: 4670
Contact Number:	0414755322	Fax Number:	
Description of Land			
Property Address	360 Bourbang St Millbank		
Property Description:	Lot	34	Plan Type & No. RP 13414
	Lot	54	Plan Type & No. RP 13414
	Lot		Plan Type & No.
Declaration			
In lodging this request for an infrastructure charge discount I/We <u>David Martin</u> declare that the owners of the property have consented to enter into an infrastructure agreement subject to the terms of the Rules and Regulations of the Bundaberg Open for Development initiative.			
Signature/s:	<u>DM</u>	Date	13/5/18

<p><b>Application Details</b></p> <p>Which of the following categories of incentivised development are you applying for (please see definitions):</p> <p><input type="checkbox"/> Rural Sector development</p> <p><input type="checkbox"/> CBD/Town Centre development</p> <p><input type="checkbox"/> Long Term Employment Generating development</p> <p><input type="checkbox"/> Housing Affordability development</p> <p><i>NOTE: if the proposed development does not fit within a category listed, the development may not be eligible for this program but may be eligible for other incentives offered by Council. Please contact Council's Development Assessment team on 1300 883 699 for further information about how we can assist with your development. Please see definitions in Attachment B for assistance in determining what category your development may fit within.</i></p> <p><b>Details of the Development Permit or Compliance Permit</b></p> <p>Application No: 521.2017.24.1</p> <p>Type of Approval: Development Approval</p> <p>Date Approval took effect: 1/12/17</p> <p><b>Have the adopted infrastructure changes or infrastructure contribution/s been paid?</b></p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>Proposal Details</b></p> <p>What is the proposed value of works for the \$ 10,000 development?</p> <p>What is the anticipated number of jobs to be created by this development? (if known/applicable) 1</p> <p>If the development is for residential development please provide the following:</p> <p>Number of dwelling units 1 Number of lots 2</p> <p>If the development is for commercial or industrial uses please provide the following:</p> <p>Gross Floor Area (GFA)</p>
<p><b>Staged Development</b></p> <p>Is the development a staged development?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is it proposed that a discount apply to certain stages of the development and not the whole of the development?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Note: if development is to be staged, the application needs to be accompanied by a staging plan.</i></p> <p>If it is proposed that a discount apply to certain stages of the development, provide details of:</p> <ul style="list-style-type: none"> <li>the total number of stages in the development and the site area of the total development.</li> <li>the stages to which a discount is sought to be applied.</li> </ul>

----- END OF APPLICATION FORM -----

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## Attachment A: Rules and Procedures

<b>1. Background</b>	
<p>On 19 July 2016 Council launched the "Bundaberg Open for Development 2016" incentives scheme with the objective of stimulating new construction activity and creation of longer term employment in the region. As part of this initiative, Council is offering discounts for infrastructure charges for specific targeted developments.</p> <p>Council resolved to develop these rules and procedures to guide its decision-making in assessing applications for the infrastructure charges incentives.</p> <p>Bundaberg Open for Development 2016 will commence on 19 July 2016 and applies to Eligible Development. A development that has been completed prior to 19 July 2016 is not eligible for the infrastructure charges incentives.</p>	
<b>2. Eligibility for infrastructure charges incentives</b>	
2.1	A Development Approval exists for the development.
2.2	<p>The Council has either:</p> <ul style="list-style-type: none"> <li>• issued a Charges Notice in relation to the Development Approval; or</li> <li>• imposed an infrastructure contribution condition in the Development Approval;</li> </ul> <p>AND The development is not subject to an existing infrastructure agreement that varies the amount of Infrastructure Charges payable (except where the infrastructure agreement relates to an extension of the relevant period for the Development Approval).</p>
2.3	The development is for Rural Sector, Long Term Employment Generating, CBD/Town Centre or Housing Affordability development as defined in Attachment B.
2.4	The development was not Completed on or before 19 July 2016. For staged development, the stage being applied for was not Completed on or before 19 July 2016.
2.5	The development is not eligible for a refund for the provision of trunk infrastructure pursuant to s649 of the <i>Sustainable Act 2009</i> (SPA) (or equivalent section in any subsequent legislation). If through a conversion application (s659 SPA) or a recalculation of the establishment cost of trunk infrastructure (s657 SPA) a development that at the time an application under this policy was made was not subject to a refund becomes subject to a refund, then the development will no longer be eligible for a discount under this incentives scheme.
2.6	Development that does not meet the above criteria is not eligible for the infrastructure charges incentives.
<b>3. Rules</b>	
3.1	Developments seeking to take advantage of the infrastructure charges incentives must make application to Council for a discount using the approved form. Applications for the infrastructure charges incentives can be made at any time prior to 29 June 2018.
3.2	Only one infrastructure charges incentives offer can apply to a development.
3.3	<p>The infrastructure charges incentives will not apply to:</p> <ul style="list-style-type: none"> <li>• any development that has been Completed on or before 19 July 2016; and</li> <li>• any development that is Completed after 28 June 2019.</li> </ul>
3.4	<p>Discounts for the Infrastructure Charges are as follows:</p> <ul style="list-style-type: none"> <li>• 100% discount for development that is Completed by 28 June 2019 which is for: <ul style="list-style-type: none"> <li>(a) CBD/Town Centre development;</li> <li>(b) Rural Sector development where: <ul style="list-style-type: none"> <li>(i) Intensive horticulture;</li> <li>(ii) Rural industry;</li> <li>(iii) Aquaculture; or</li> <li>(iv) Winery (where located in a Rural zone);</li> </ul> </li> </ul> </li> <li>• 50% discount for all other Eligible Development that is completed by 29 June 2019.</li> </ul> <p>The above discounts are taken to be discounts off the applicable Infrastructure Charges specified in a</p>



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	Charges Notice or conditioned in a Development Approval (as varied by any infrastructure agreement relating to an extension of the relevant period of the Development Approval, where one exists). To be clear, no other discounts either under an Adopted Infrastructure Charges Resolution or other policy will apply.
3.6	The maximum discount under the incentives scheme is no more than \$1 million for an Eligible Development.
3.7	Council may, in its absolute discretion, extend the date for any of the above discounts for a particular development where: <ul style="list-style-type: none"> <li>• The Applicant can show sufficient reason why the development cannot be completed by the original Completion Date; and</li> <li>• The development has achieved Substantial Commencement prior to the original Completion Date.</li> </ul>
3.8	Applications to extend the date by which development is to be Completed for any particular discount must be made in writing and received prior to expiry of the Completion Date. Any extension to the date by which development is to be Completed is at Council's absolute discretion.
3.9	Compliance with the Completion Date for receiving the incentive reduction in Infrastructure Charges is only achieved through full compliance with the following: <ul style="list-style-type: none"> <li>• For developments involving material change of use and building works, the issue of a certificate of classification for building works and/or issue of final inspection certificate by the Completion Date; or</li> <li>• For developments involving material change of use and no building works, the approved use is established by the Completion Date; or</li> <li>• For development involving reconfiguring a lot, all plans of reconfiguration (or for an application which applies to a particular stage, all plans of reconfiguration for that stage) are lodged with the Council by the Completion Date.</li> </ul>
3.10	Applicants must provide evidence to the Council of Substantial Commencement within 5 business days of the achievement of Substantial Commencement.
3.11	Applicants must provide evidence to the Council of Completion within 5 business days of the Completion Date.
3.12	In all cases, Council must be satisfied that all applicable conditions of the Development Approval for the development Completed have been satisfactorily complied with.
3.13	The discount will be applied at the time of payment of the Infrastructure Charges, but no discount is applicable if Infrastructure Charges are not paid when due.
3.14	Nothing stops development from making early payment of Infrastructure Charges payable after approval for discount has been given under this policy. However, early payment does not guarantee eligibility for any discount. Development must comply with the terms of the executed infrastructure agreement to secure approved discounts.
3.15	The discount applies to net charges after credits and offsets for the provision of trunk infrastructure have been deducted. To be clear, no discount given under this policy can result in a development receiving a refund.
<b>4. Process</b>	
4.1	Applicants must lodge the application form prior to 29 June 2018.
4.2	Within five (5) business days of Council receiving the request, Applicants will be notified by Council via email about whether the development is eligible for the incentive scheme applied for and details of any approved reduction in Infrastructure Charges subject to the incentive requirements being met and if so; <ol style="list-style-type: none"> <li>(a) An infrastructure agreement will be issued identifying the discount available and must be signed by the Applicant to acknowledge all terms applying to the incentive offer approved for the development;</li> <li>(b) For the discounts to apply, the Applicant must execute and return the infrastructure agreement to Council prior to the time for payment of the Infrastructure Charges.</li> </ol>

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## Attachment B: Definitions

The below table contains the definitions for the Bundaberg Open For Development 2016 incentives scheme. If a word is not defined in this document, unless the context or subject matter otherwise indicates or requires, the word is to have a meaning given to it by the following:

- (a) the Planning Act;
- (b) the Bundaberg Regional Council Planning Scheme 2015 if the word is not defined in the Planning Act;
- (c) the Macquarie Dictionary if the word is not defined in the Planning Act or the Bundaberg Regional Council Planning Scheme 2015.

Where a Development Approval has been given under one of the four superseded planning schemes for the Bundaberg Region, the development's eligibility will be determined by applying the definition from the Bundaberg Regional Council Planning Scheme 2015 that best fits the approved development.

Definition	
<b>Adopted Infrastructure Charges Resolution</b>	Means Adopted Infrastructure Charges Resolution (NO.1) 2012, Adopted Infrastructure Charges Resolution (NO.1) 2013, Adopted Infrastructure Charges Resolution (NO.1) 2014 or Adopted Infrastructure Charges Resolution (NO.1) 2015.
<b>Applicant</b>	Means the applicant for the infrastructure charges incentives under this policy.
<b>Business Activities</b>	Means any of the following: <ul style="list-style-type: none"> <li>• Adult store;</li> <li>• Agricultural supplies store;</li> <li>• Bar;</li> <li>• Car wash;</li> <li>• Food and drink outlet;</li> <li>• Garden centre;</li> <li>• Hardware and trade supplies;</li> <li>• Market;</li> <li>• Office;</li> <li>• Outdoor sales;</li> <li>• Sales office;</li> <li>• Service station;</li> <li>• Shop;</li> <li>• Shopping centre;</li> <li>• Showroom;</li> <li>• Veterinary services.</li> </ul>
<b>CBD/Town development</b>	<p><b>Centre</b> Means development located within the Bundaberg CBD, Childers Town Centre, Gin Gin Town Centre or Bargara Tourism Precinct as delineated in the Bundaberg Open for Development 2016 maps (shown on Council's website at <a href="http://www.bundaberg.qld.gov.au/development/bo4d">www.bundaberg.qld.gov.au/development/bo4d</a>) for any one or combination of the following purposes defined under the Bundaberg Regional Council Planning Scheme 2015 subject to any limitation in brackets:</p> <ul style="list-style-type: none"> <li>• Bar</li> <li>• Dual occupancy (where part of a mixed use building)</li> <li>• Dwelling unit (where part of a mixed use building)</li> <li>• Educational establishment;</li> <li>• Entertainment activities;</li> <li>• Food and drink outlet;</li> <li>• Multiple dwelling;</li> <li>• Offices;</li> <li>• Shop;</li> </ul>

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	<ul style="list-style-type: none"> <li>• Shopping centre;</li> <li>• Short-term accommodation; and</li> <li>• Showroom.</li> </ul>
<b>Charges Notice</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>• an infrastructure charges notice as defined in section 627 of the <i>Sustainable Planning Act 2009</i> (SPA); or</li> <li>• a notice mentioned in section 977(1) of SPA; or</li> <li>• a notice equivalent to an infrastructure charges notice which is given under legislation which repeals and replaces SPA.</li> </ul>
<b>Completed</b>	<p>Means for a material change of use:</p> <ul style="list-style-type: none"> <li>• Where involving building works, a certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued; or</li> <li>• Where not involving building works, the approved use has been established.</li> </ul> <p>Means for reconfiguring a lot all plans of reconfiguration (or for an application which applies to a particular stage, all plans of reconfiguration for that stage) have been given to Council.</p>
<b>Completion Date</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>• <b>29 June 2019;</b> or</li> <li>• such date as extended by the Council pursuant to section 3.7 of Attachment A.</li> </ul>
<b>Development Approval</b>	A development permit for a material change of use or a development permit or compliance permit for reconfiguring a lot or a development permit for building work for a dual occupancy that has not lapsed.
<b>Eligible Development</b>	Means proposed development that satisfies the requirements of section 2 of Attachment A.
<b>Entertainment Activities</b>	<p>Means any of the following:</p> <ul style="list-style-type: none"> <li>• Club;</li> <li>• Function facility;</li> <li>• Hotel;</li> <li>• Nightclub entertainment facility;</li> <li>• Theatre;</li> <li>• Tourist attraction.</li> </ul>
<b>Housing Affordability development</b>	<p>Means development for:</p> <ul style="list-style-type: none"> <li>• Infill Residential Development; or</li> <li>• Reconfiguration of a lot creating more than ten (10) fully serviced (including both reticulated water and sewerage infrastructure) residential allotments on land located within the Low Density Residential zone, Medium Density Residential zone or Emerging Community zone.</li> </ul>
<b>Industry Activities</b>	<p>Means any of the following:</p> <ul style="list-style-type: none"> <li>• Bulk landscape supplies;</li> <li>• Extractive industry;</li> <li>• High impact industry;</li> <li>• Low impact industry;</li> <li>• Marine industry;</li> <li>• Medium impact industry;</li> <li>• Research and technology industry;</li> <li>• Service industry;</li> <li>• Special industry;</li> <li>• Transport depot;</li> <li>• Warehouse.</li> </ul>

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<b>Infill Residential Development:</b>	Means residential development (including multiple dwellings and dual occupancies) located on land which is: <ul style="list-style-type: none"> <li>• situated within an existing suburb or township;</li> <li>• substantially surrounded by existing urban development;</li> <li>• serviced by urban roads and reticulated water supply;</li> <li>• was less than one (1) hectare in area on 19 July 2016 and is less than one (1) hectare in area on the date of application for a discount under this policy;</li> <li>• developed for not more than ten (10) residential lots or dwellings; and</li> <li>• located within the identified Priority Infrastructure Area of the Bundaberg Regional Council Planning Scheme 2015; and</li> <li>• does not constitute a stage of a larger development that does not otherwise meet the criteria of this definition.</li> </ul>
<b>Infrastructure Charges</b>	Means infrastructure charges or contributions for trunk infrastructure payable pursuant to a Charges Notice or a contribution condition in a Development Approval.
<b>Long Term Employment Generating development</b>	Means development for any one or combination of the following purposes defined under the Bundaberg Regional Council Planning Scheme 2015 subject to any limitation in brackets: <ul style="list-style-type: none"> <li>• Industry activities;</li> <li>• Health care services;</li> <li>• Hospital;</li> <li>• Resort complex;</li> <li>• Short term accommodation;</li> <li>• Tourist park;</li> <li>• Nature-based tourism;</li> <li>• Tourist attraction; and</li> <li>• Business activities (where located on land in either the Principal Centre zone, Major Centre zone, District Centre zone, Local Centre zone, Neighbourhood Centre zone or Specialised Centre zone).</li> </ul>
<b>Planning Act</b>	Means the <i>Planning Act 2016</i> or subsequent legislation which repeals and replaces that act.
<b>Priority Infrastructure Area</b>	Is the area where suitable and adequate development infrastructure exists, or where it can be provided most efficiently (the maps contained within the Bundaberg Regional Council Planning Scheme 2015 titled Priority Infrastructure Area delineates the boundaries of the Priority Infrastructure Area for this incentives scheme).

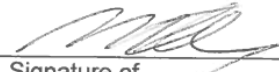
-29-

<b>Rural development</b>	<b>Sector</b>	<p>Means development for any one or combination of the following purposes defined under the Bundaberg Regional Council Planning Scheme 2015 subject to any limitation in brackets:</p> <ul style="list-style-type: none"> <li>• Intensive horticulture;</li> <li>• Rural industry;</li> <li>• Aquaculture;</li> <li>• Winery (where located in a Rural zone);</li> <li>• Intensive animal husbandry;</li> <li>• Short-term accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers);</li> <li>• Non-resident workforce accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers); or</li> <li>• Rural workers accommodation.</li> </ul>
<b>Substantial Commencement</b>		<p>Means for a material change of use the commencement of the construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed.</p> <p>Means for reconfiguring a lot the commencement of civil works (such as roadwork, water or sewer connections, stormwater pipe work).</p> <p>Preliminary site works including tree clearing or bulk earth works are not considered to be substantial commencement for these purposes.</p>

### Part 3 Execution by the parties

EXECUTED as a deed.

Signed by Michael Ellery, Group Manager Development on behalf of the **BUNDABERG REGIONAL COUNCIL** in accordance with the *Local Government Act 2009* on the 21st day of June 2018


  
Signature of \_\_\_\_\_

  
Signature of witness

JUDY JACKSON  
Name of witness (print)

Signed by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 in the presence of:

  
Signature of \_\_\_\_\_

  
~~HELEN ARLITT~~  
Signature of witness

HELEN ARLITT  
Name of witness (print)

Signed by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 in the presence of:

Signature of \_\_\_\_\_

Signature of witness

Name of witness (print)



PO Box 3130  
Bundaberg QLD 4670  
E [ceo@bundaberg.qld.gov.au](mailto:ceo@bundaberg.qld.gov.au)  
ABN 72 427 835 198

23 August 2019

David Martin  
156 Barolin Esplanade  
CORAL COVE QLD 4670

Dear David,

Re: Extension Request – Bundaberg Open for Development Infrastructure Agreement –  
Reconfiguring a Lot – 360 Bourbong St, Millbank

Thank you for email of 18 June 2019 making an Extension request pursuant to the Bundaberg Open For Development Infrastructure Agreement for DA 521.2017.14.1, executed on 21 June 2018.

Pursuant to clause 6.1(c) of the Infrastructure Agreement, the requested extension to the completion date is granted. The new completion date for the Infrastructure Agreement is 31 December 2019.

Thank you for your continued interest in developing in the Bundaberg Region. If Council can be of any further assistance in relation to this or other development projects, please contact Council's Group Manager Development, Michael Ellery, on 4130 4011.

Yours faithfully

Stephen Johnston  
Chief Executive Officer

1300 883 699

[bundaberg.qld.gov.au](http://bundaberg.qld.gov.au)

**Wendy Saunders**

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**From:** David Martin <electric33@me.com>  
**Sent:** Friday, 24 December 2021 11:15 AM  
**To:** Development  
**Subject:** Fwd: Period of development approval  
**Attachments:** ForwardedMessage.eml

Hi Michael,

As previously discussed you informed me that the 50% infrastructure charges that were agreed to when originally approved is no longer valid and to put in writing for it to be reconsidered by council.

I have attached an email thread with my surveyor Graham Bent showing that in early 2020 I contacted council to get confirmation that the approval was still ok and the mention of 4 years.

The discount of infrastructure charges was my main concern at that time and I made numerous calls late 2019 and 2020 to make sure that I would still receive it. I had worked out I could not afford to proceed if it was not still granted.

If I had any thoughts that the discount would not apply then I obviously would have asked for an extension.

Since inquiring of late about the discount I have been told that there was confusion with regards to the assurance I was given that it was valid for 4 years and that that would have been for the development approval only.

I did not realise that one went without the other, however I specifically spoke about the discount and I remember at the time when being told 4 years, then double checking it meant I would still get the discount and was told yes. I was also told at the same time that council were still considering whether to extend it through to next financial year. I am not sure if that happened or not or what the current infrastructure charges would be with the same development today.

The original property at 360 Bourbong St was purchased for \$225k and now after subdivided could currently be sold for up to \$200k. The vacant block on Isambert Lane should sell for around \$130k. (Price estimates given by Johnathan Olsen at L J Hooker)



After all commissions, stamp duty, solicitors, council application fees and all the associated work like, asphalt on driveway, sewer and water connection, ergon supply costs, nbn, demolish shed and slabs, double pale fencing, earth works for easements, surveying, engineering costs etc, you can see that there is no profit in it and really wasn't worth it. The discount on infrastructure charges was always required to make the decision to proceed.

I am sorry I did not realise that the 4 years did not mean it was not with the discount. I have learnt a lot doing this project and I did not really know what I was taking on and how long some of the processes took with the limited knowledge I had.

That combined with Ergon taking approximately 9 months to investigate supply options and put forward an offer and then the disruptions from Corona which caused myself and business to suffer financially, then raise the price of materials and difficulty getting trades once local building took off again has been the main reasons for the sub-division taking this long.

Could you please put it to council members and yourself for consideration in granting the original discount of infrastructure charges?

Everything else has been completed and it is just providing evidence of completion, register title and pay council fees to finalise.

Regards

David Martin

----- Forwarded Message -----

**Subject:**RE: Period of development approval

**Date:**Fri, 15 Oct 2021 11:01:20 +1000

**From:**Graham Bent <[gbent@strabent.com.au](mailto:gbent@strabent.com.au)>

**To:**'David Martin' <[newwaveelectrical@netspace.net.au](mailto:newwaveelectrical@netspace.net.au)>

**David,**

**Check on details re "4 years" advice from Council**

Thank you for your email dated 14 October, 2021.

The only record which I have about your contact at Council is as follows.

On 02/03/2020 I made a note on my file (probably following a phone conversation with you) that you would phone either Gail Downie or the Duty Planner at Council re expiry of approval and then get back to me.

Before that, I had sent you an email dated 12 February, 2020 12:12pm and you had responded with your attached email dated 12 February, 2020 1:37pm.

*Regards, Graham Bent STRAUGHAIR & BENT Surveyors  
15 Moran Street, Svensson Heights, Q 4670 P O Box 341 Bundaberg Q 4670  
Phone (07) 4152 3811 MOB. 0400 810 735 [survey@strabent.com.au](mailto:survey@strabent.com.au) [www.strabent.com.au](http://www.strabent.com.au)*

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**From:** David Martin <[newwaveelectrical@netspace.net.au](mailto:newwaveelectrical@netspace.net.au)>

**Sent:** Thursday, 14 October 2021 11:45

**To:** Graham Bent <[gbent@strabent.com.au](mailto:gbent@strabent.com.au)>

**Subject:** Re: Period of development approval

Hi Graham,

Hope all is well. Could you please have a look through your emails to me to find anything on the development approval extension?

I found the email below but prior to that date I had an old computer which died and am unable to access emails before that date.

I remember I called council and can not remember who I spoke to and they told me 4 years.

Any help is much appreciated and I will pay for your time

Regards

David

On 4/03/2020 6:04 pm, Graham Bent wrote:

Thanks for the confirmation, David. Good job to clear that up.

*Regards, Graham Bent*

-----Original Message-----

**From:** David Martin <[newwaveelectrical@netspace.net.au](mailto:newwaveelectrical@netspace.net.au)>

**Sent:** Wednesday, 4 March 2020 08:37

**To:** Graham Bent <[gbent@strabent.com.au](mailto:gbent@strabent.com.au)>

**Subject:** date

Hi Graham,

Council confirmed that it is 4 years

Regards

David