



**AGENDA FOR ORDINARY MEETING
TO BE HELD IN COUNCIL CHAMBERS, BUNDABERG
ON TUESDAY 28 JUNE 2022, COMMENCING AT 10.00 AM**

	Page
1 Apologies	
2 Confirmation of Minutes	
B1 Ordinary Meeting of Council - 31/05/2022	
3 Executive Services	
D1 Organisational Structure	3
4 Finance	
F1 Financial Summary as at 1 June 2022	6
F2 Lease - See Street, Bargara	12
5 Governance	
G1 Sale of 10 Heritage Drive, Childers	14
G2 Sale of Lot 9 on SP311608, Bundaberg Regional Aviation and Aerospace Precinct	16
G3 Lease Renewal - Telstra - Moore Park Water Tower	18
G4 Lease Renewal - DTMR - 25 Quay Street, Bundaberg	20
G5 Specialised Supplier Arrangement with Jack Taylor Group Pty Ltd (Monday.com)	22
G6 Specialised Supplier Arrangement - SAI Global	24

6	Planning	
K1	DA522.2021.256.1 - Request for Extended Completion Date and Application of Discounts - Building Bundaberg Region 2020 Incentives	26
K2	DA522.2021.22.1 - Request for Extended Completion Date Building Bundaberg Region 2020 Incentives	107
K3	DA522.2020.182.1 - Request for Extended Completion Date Building Bundaberg Region 2020 Incentives	216
K4	DA526.2020.239.1 - Request for extended Completion Date Building Bundaberg Region 2020 Incentives	303
K5	DA522.2021.261.1 - Request for Approval for Building Bundaberg Region 2020 Incentives	363
K6	DA322.2008.20378.4 - Request for Extended Completion Date Bundaberg Open for Development 2016 Incentives - 52 Heaps Street, Avenell Heights	394
K7	Proposed Acquisition of Part of Mountney Street Park by Spring Lakes Resorts Pty Ltd	430
7	Community & Cultural Services	
O1	Renewal of Lease BA - Bundaberg Regional Airport - BP Australia	452
O2	Lease Renewal - Community Lifestyle Support Ltd - School Lane, Windermere	454
8	Sport, Recreation, Venues & Disaster Management	
R1	Bargara Legends Pro-Am Sponsorship - 2022	456
R2	Netball Queensland - Financial Support for the 2022 Primary Schools Cup	464
9	Meeting Close	

**Item****28 June 2022****Item Number:**

D1

File Number:**Part:**

EXECUTIVE SERVICES

Portfolio:

Executive Services

Subject:

Organisational Structure

Report Author:

Stephen Johnston, Chief Executive Officer

Authorised by:

Stephen Johnston, Chief Executive Officer

Link to Corporate Plan:

Our organisational services - 3.2 Responsible governance with a customer-driven focus - 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.

Background:

Pursuant to section 196 of the *Local Government Act 2009*, Council is required to adopt an organisational structure '*that is appropriate to the performance of the local government responsibilities*'. Following the resignation of the previous General Manager Organisational Services a revised structure and reporting arrangements is proposed.

Associated Person/Organization:

Nil

Consultation:

Chief Executive Officer and Executive Leadership Team

Chief Legal Officer's Comments:

Pursuant to section 196(1) of the *Local Government Act 2009*, a local government must, by resolution, adopt an organisational structure that is appropriate to the performance of the local government's responsibilities.

Policy Implications:

There appears to be no policy implications.

Financial and Resource Implications:

There appears to be no financial or resource implications as the changes are cost neutral.

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](#) Organisational Structure 01 July 2022

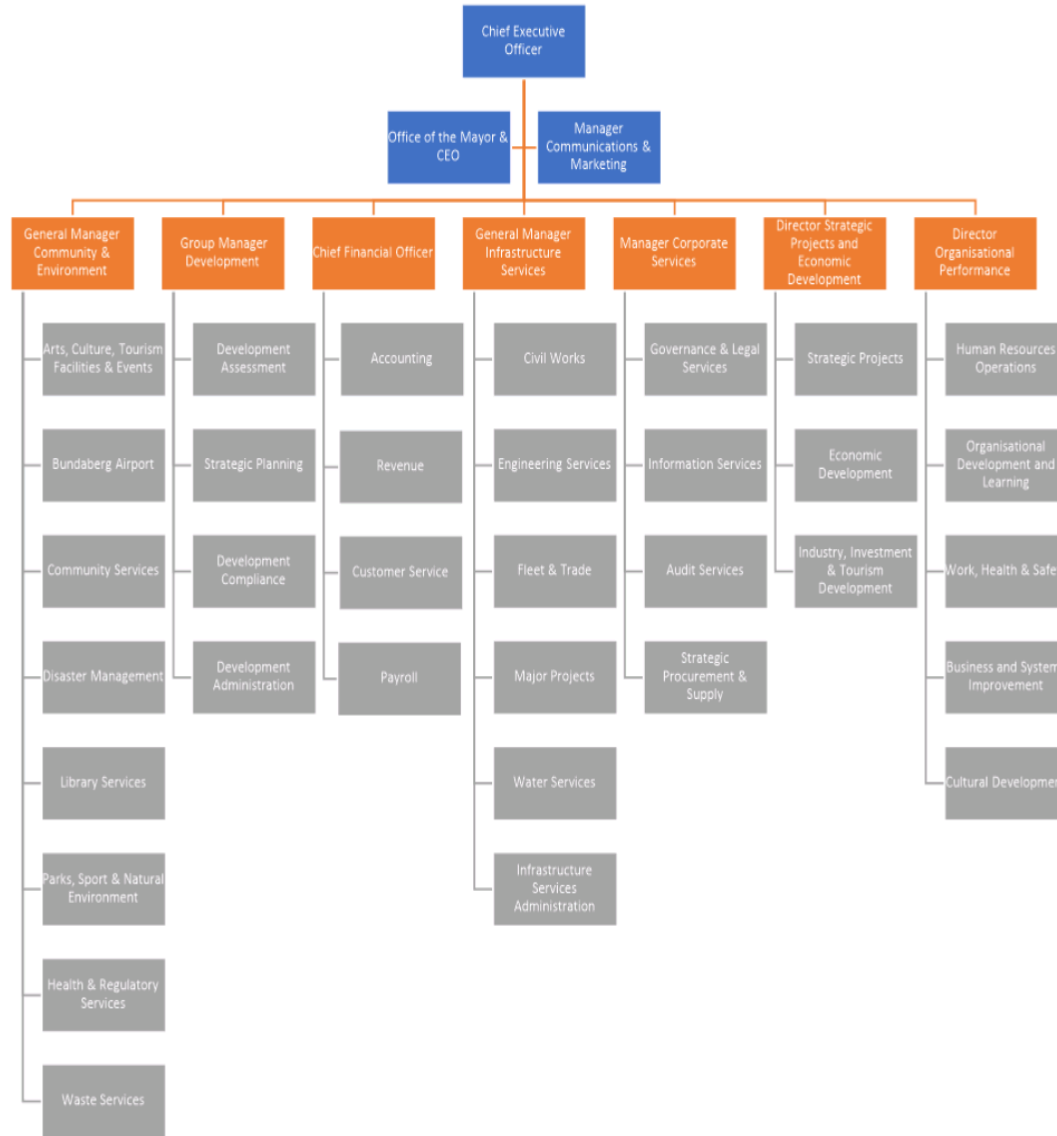
Recommendation:

That the Organisational Structure (as at 1 July 2022) be adopted by Council.



Organisational Structure – Departments and Branches

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**Item****28 June 2022****Item Number:**

F1

File Number:**Part:**

FINANCE

Portfolio:

Executive Services

Subject:

Financial Summary as at 1 June 2022

Report Author:

Doug Taylor, Deputy Chief Financial Officer

Authorised by:

Simon Muggeridge, Chief Financial Officer

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 1 June 2022.

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 1 June 2022

Recommendation:

That the Financial Summary as at 1 June 2022 be noted by Council.

Financial Summary
as at 01 Jun 2022



	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 - 92%</i>															
Recurrent Activities															
<i>Revenue</i>															
Rates and Utility Charges	166,257,075	166,000,095	100%	85,111,111	85,060,095	100%	16,631,488	16,550,000	100%	32,525,615	32,440,000	100%	31,988,861	31,950,000	100%
Less: Pensioner Remissions	(1,697,966)	(1,704,000)	100%	(1,697,994)	(1,704,000)	100%	(9)	-		-	-		37	-	
	164,559,109	164,296,095	100%	83,413,117	83,356,095	100%	16,631,479	16,550,000	100%	32,525,615	32,440,000	100%	31,988,898	31,950,000	100%
Fees and Charges	29,651,274	31,394,294	94%	18,806,093	20,610,741	91%	7,777,919	7,849,503	99%	1,121,974	1,017,000	110%	1,945,288	1,917,050	101%
Interest Revenue	1,394,504	1,285,800	108%	1,394,504	1,285,800	108%	-	-		-	-		-	-	
Grants, Subsidies and Donations	17,944,411	13,867,971	129%	17,531,434	13,657,971	128%	412,977	210,000	197%	-	-		-	-	
Sale of Developed Land Inventory	1,557,808	560,000	278%	1,557,808	560,000	278%	-	-		-	-		-	-	
Total Recurrent Revenue	215,107,106	211,404,160	102%	122,702,956	119,470,607	103%	24,822,375	24,609,503	101%	33,647,589	33,457,000	101%	33,934,186	33,867,050	100%
<i>Expenses</i>															
Employee Costs	73,909,899	78,214,009	94%	57,971,813	60,908,189	95%	5,968,410	6,216,593	96%	4,895,656	5,439,956	90%	5,074,020	5,649,271	90%
Materials and Services	58,819,611	75,403,629	78%	32,777,651	44,423,824	74%	10,719,069	12,634,941	85%	7,129,276	8,128,983	88%	8,193,615	10,215,881	80%
Finance Costs	3,861,693	3,909,695	99%	1,635,546	1,553,695	105%	541,537	605,000	90%	1,469,090	1,520,000	97%	215,520	231,000	93%
Depreciation	49,224,591	53,699,553	92%	35,040,274	38,225,753	92%	1,032,992	1,126,900	92%	6,523,917	7,117,000	92%	6,627,408	7,229,900	92%
Total Recurrent Expenditure	185,815,794	211,226,886	88%	127,425,284	145,111,461	88%	18,262,008	20,583,434	89%	20,017,939	22,205,939	90%	20,110,563	23,326,052	86%
Operating Surplus	29,291,312	177,274		(4,722,328)	(25,640,854)		6,560,367	4,026,069		13,629,650	11,251,061		13,823,623	10,540,998	
<i>Transfers to</i>															
NCP Transfers	(1)	-		(16,519,999)	(18,021,816)		915,097	998,288		8,111,616	8,849,036		7,493,285	8,174,492	
Total Transfers	(1)	-		(16,519,999)	(18,021,816)		915,097	998,288		8,111,616	8,849,036		7,493,285	8,174,492	
Movement in Unallocated Surplus	29,291,313	177,274		11,797,671	(7,619,038)		5,645,270	3,027,781		5,518,034	2,402,025		6,330,338	2,366,506	
Unallocated Surplus/(Deficit) brought forward	42,294,889	42,294,889		(26,078,174)	(26,078,174)		13,086,220	13,086,220		17,223,889	17,223,889		38,062,953	38,062,953	
Unallocated Surplus/(Deficit)	71,586,202	42,472,163		(14,280,503)	(33,697,212)		18,731,490	16,114,001		22,741,923	19,625,914		44,393,291	40,429,459	
Capital Activities															
Council Expenditure on Non-Current Assets	53,719,783	93,406,685	58%	40,994,805	74,949,342	55%	769,366	3,704,752	21%	3,304,804	3,984,221	83%	8,650,808	10,768,370	80%
Loan Redemption	6,284,108	6,673,000	94%	3,274,052	3,384,000	97%	677,904	741,000	91%	2,007,276	2,193,000	92%	324,876	355,000	92%
Total Capital Expenditure	60,003,891	100,079,685	60%	44,268,857	78,333,342	57%	1,447,270	4,445,752	33%	5,312,080	6,177,221	86%	8,975,684	11,123,370	81%
Cash															
Opening balance	149,144,168	149,144,168													
Movement - increase/(decrease)	61,194,077	(2,035,884)													
Closing balance	210,338,245	147,108,284													

Further to the Financial Summary Report as of 1 June 2022, the following key features are highlighted.

Financial Overview				
	YTD Actual*	YTD Budget		Variance
Operating Income	201.4m	193.8m	✓	7.6m
Operating Expenditure	185.8m	193.6m	✓	-7.8m
Operating Surplus/(Deficit)	15.6m	0.2m	✓	15.4m
Capital Expenditure	53.7m	87.8m	✗	-34.1m
Cash	210.3m	125.7m	✓	84.6m

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

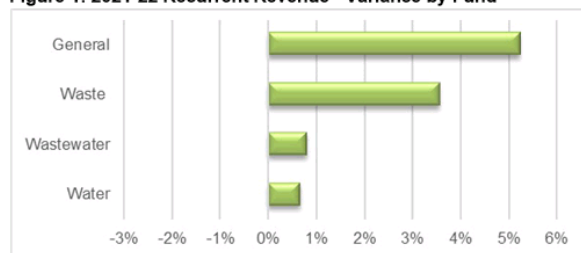
Overall

- The projected year end surplus will be substantially higher than the \$200k revised budget, although it is difficult to predict the level of surplus at this stage. Cash position is higher than forecast as result of early Financial Assistance Grant payment (received March), borrowings (drawdown in May), along with operational projects and capital delivery being financially lower than budget.

Recurrent Revenue

- Rates and utility charges were levied in January 2022 for the second half year period and pensioner remissions applied. The levied amounts are consistent with the budget, including the expected lower water consumption in the first half of the financial year and assumption that the second half of financial year will achieve budget.
- Fees and charges are tracking higher than the year-to-date (YTD) budget. There has been positive influence from development activity with plumbing activity and private works budget for Water and Sewerage Funds being ahead of YTD budget, along with higher spot prices for Waste scrap metal sales.
- Interest revenue is higher than the YTD budget. Interest on Investments is trending ahead of budget - due to higher cash balance and recent increases in interest (cash) rates has provided opportunity to diversify portfolio across term deposits and generate greater returns on investment. Interest on overdue rates is lower due to historically low levels of arrears.
- Grants, Subsidies and Donations are higher than the YTD budget. The budget included an assumption of advance payment of Financial Assistance (FA) Grant with the Federal Budget 2022 (released in late March 2022) indicating the allocation will be higher than forecast in the 2021/22 budget. Whilst this advance payment will assist with 2021/22, it will conversely disadvantage the 2022/23 operational result. Also, there are a range of grants that are yet to be received that reflects the quarterly payment cycle or at milestones which will further increase revenue.
- Land Developed for Sale is higher than budget with Council having settled seven parcels this financial year with a further 3 lots at unconditional contract stage and expected to settle during June 2022. 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, reflecting the higher variance, related to FA grant, Land Developed for Sale, with comments outlined above.

Recurrent Expenditure

- Employee Costs are tracking slightly higher than budget relating to operating activities. Employee's delivery of the capital program and end of year leave adjustments can impact this expense. Combined (operating and capital) employee costs are lower than budget.
- Materials and Services are lower comparative to YTD budget. Non-capital projects overall are comparatively underbudget (\$4.2 million spend against \$10.1 million budget, or 53%), with many of these projects linked to the capital program which are tracking behind (e.g. Lucketts Road).
- Finance Costs are marginally higher than budget due to earlier than anticipated borrowing drawdown.
- Depreciation is set to be in line with YTD budget due to majority of capitalisation processed at end of year.

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

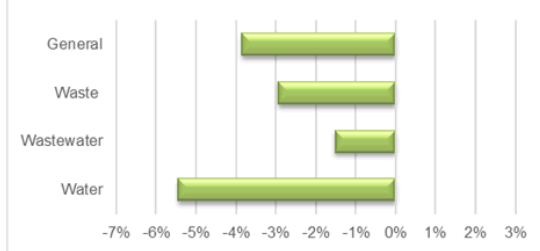


Figure 2 shows the Funds as favourable comparatively to approximate budget.

Capital Expenditure and Capital Grants

- Year-to-date capital expenditure is \$53.7 million (YTD budget \$87.7 million; total budget \$93.4 million). Capital expenditure is tracking behind given difficulty of supplies and recent weather events.
- 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).
- Capital grants are predominately on track, with extension of time being requested for a few projects (e.g. Blackspot) given project delivery impacts noted in above bullet point.

Figure 3: 2021-22 Capital Expenditure

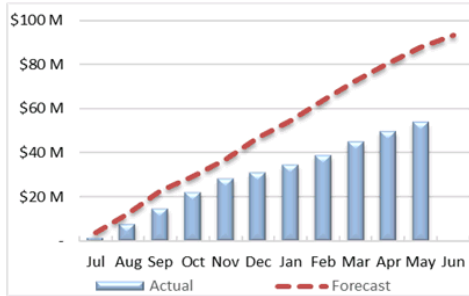
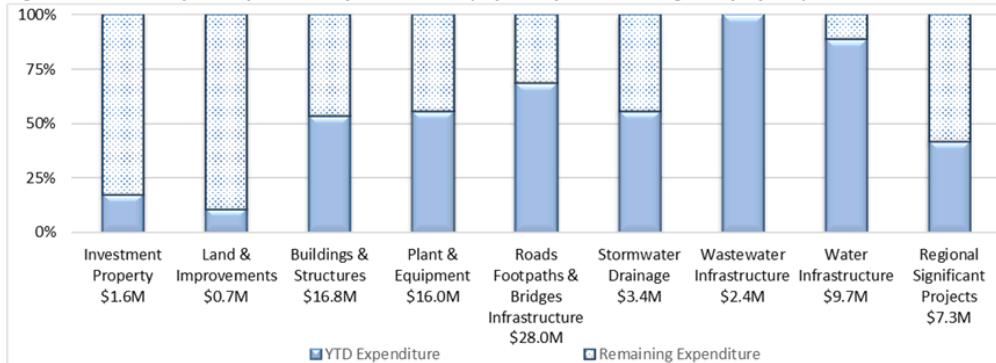


Figure 4: 2021-22 Capital Expenditure (financial delivery)



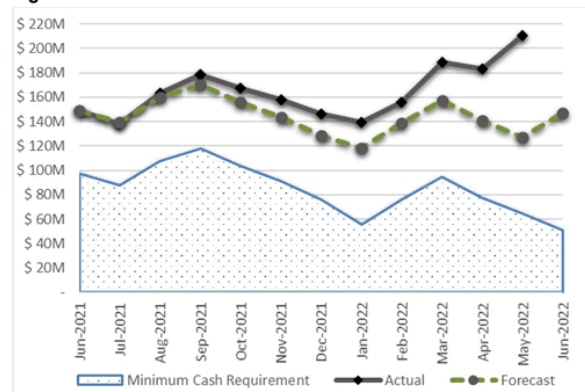
Figure 5: 2021-22 Capital Expenditure by Asset Class (separately identified regional projects)



Cash

- The cash balance at reporting date was \$210.3 million, being an increase of \$26.9 million from last month (\$183.4 million).
- No short-term liquidity issues are foreseeable.
- The actual and forecast cash movement is illustrated in Figure 6.
- Actual is higher due to early payment of FA Grant (March), borrowings drawdown (May) and delivery of the capital program being financially lower than approximate budget, as indicated in the comments in earlier sections.

Figure 6: 2021-22 Cash Profile



Rates Debtor

- Rates outstanding at the end of May 2022 were \$4.0 million (2.2%), comparative to last month was \$4.8 million (2.7%).

Other Debtors

- Infringements at end of May 2022 total \$403,000 with 2,602 infringements (comparatively last month was \$402,000 with 2,581 infringements). Parking infringements represent 41% the infringements outstanding (after SPER write-offs), with the remaining related to local laws, environmental health and development compliance.
- There has been more than \$36k of SPER debt written-off this financial year. These are reflected in the statistics in the above infringement bullet points.

Borrowings

- Council's \$33.5 million borrowing application was approved during April 2022 and drawdown occurred in early May 2022. These funds are reflected in the above cash position.



Item

28 June 2022

Item Number:	File Number:	Part:
F2		FINANCE

Portfolio:

Executive Services

Subject:

Lease - See Street, Bargara

Report Author:

Simon Muggeridge, Chief Financial Officer

Authorised by:

Stephen Johnston, Chief Executive Officer

Link to Corporate Plan:

Our organisational services - 3.1 A sustainable financial position - 3.1.4 Annual review of services ensuring sustainable assets and service delivery.

Background:

Council leases part of the building at Lot 4 on RP900930 known as 15 See Street, Bargara from Gozo Enterprises Pty Ltd as trustee. The purpose of the retail shop lease is the Bargara Customer Service Centre. Council renewed the lease on 1 November 2021 for a 1 year term with 2 x 1 year options. The first option must be exercised by 31 July 2022.

When the Bundaberg Agtech Hub was established in 2019, Council made the decision to continue a physical presence at Bargara for customers to attend. Accordingly, a short-term lease was entered into with Gozo Enterprises Pty Ltd as trustee. Since 2019, use of the See Street Service Centre has been declining with most customers presenting to pay accounts. On average 10 people have been accessing the Service Centre per day, 4 of which are to pay rate accounts. Given the proximity of the Australia Post outlet for rate payments and the phone and online services offered by Council, it is becoming increasingly cost prohibitive to keep the Service Centre open beyond its current lease term.

Should Council elect to not renew the lease for another year, there will be a public notification period and officers will work with customers to transition to alternative means of contact and doing business with Council.

Associated Person/Organization:

Gozo Enterprises Pty Ltd as trustee

Consultation:

Executive Leadership Team and Councillors

Chief Legal Officer's Comments:

Pursuant to the current lease terms, Council must exercise the option under the lease by 31 July 2022 if Council wishes to lease the premises for a further year. Alternatively, if Council does not wish to exercise the option under the lease, the current lease will expire on 31 October 2022 and Council, as tenant, will need to vacate the premises and complete the end of lease obligations.

Policy Implications:

There appears to be no policy implications.

Financial and Resource Implications:

Should Council elect to not renew the lease, there will be savings achieved of approximately \$100,000 per annum.

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 does not exercise the option to renew the lease for the premises at Lot 4 on RP900930; and**
- 2. the Chief Executive Officer be authorised to attend to providing notice to the landlord and all other items required to finalise the lease.**

**Item****28 June 2022****Item Number:**

G1

File Number:**Part:**

GOVERNANCE

Portfolio:

Organisational Services

Subject:

Sale of 10 Heritage Drive, Childers

Report Author:

Nicole Sabo, Property & Leases Officer

Authorised by:

Anthony Keleher, 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:

G1 - Sale of Lots 35, 36, 37 and 38 on SP210113 - Heritage Oaks Estate, Childers - Ordinary Meeting - 25 January 2022

Background:

Council is the freehold owner of Lot 37 on SP210113 at 10 Heritage Drive, Childers ('Lot'). Council has previously resolved to sell the Lot as it is surplus to Council's needs.

The Lot was previously offered for sale by auction at which the auction was not successful, and the Lot was passed in. Council has received an offer to purchase the Lot. The offer is for market value.

Council had previously entered into a contract for the sale of Lot 37 however, the contract was validly terminated by the Buyer.

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 rescind the resolution made in relation to Item G1 "Sale of Lots 35, 36, 37 and 38 on SP210113 – Heritage Oaks Estate, Childers" on 25 January 2022 at its Ordinary Meeting to the extent it relates to Lot 37 only;**
- 2. Council apply the exception contained in section 236(1)(a)(i) of the *Local Government Regulation 2012* (Qld) to the disposal of Lot 37 on SP210113; and**
- 3. 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****28 June 2022****Item Number:**

G2

File Number:**Part:**

GOVERNANCE

Portfolio:

Organisational Services

Subject:

Sale of Lot 9 on SP311608, Bundaberg Regional Aviation and Aerospace Precinct

Report Author:

Nicole Sabo, Property & Leases Officer

Authorised by:

Anthony Keleher, Acting General Manager Organisational Services

Link to Corporate Plan:

Our organisational services - 3.2 Responsible governance with a customer-driven focus - 3.2.2 Provide friendly and responsive customer service, in keeping with Council values and community expectations.

Previous Items:

G4 - Sale of Lot 9 on SP311608, Bundaberg Regional Aviation and Aerospace Precinct - Ordinary Meeting - 22 February 2022

Background:

Council is the freehold owner of Lot 9 on SP311608 known as 15 Aviation Crescent, Kensington at the Bundaberg Regional Aviation and Aerospace Precinct ('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.

Council had previously entered into a contract for the sale of the Lot however, the contract was validly terminated by the Buyer under the due diligence special condition.

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 Lot does 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.

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 G4 “Sale of Lot 9 on SP311608” on 22 February 2022 at its Ordinary Meeting;**
- 2. Council apply the exception contained in section 236(1)(a)(i) of the *Local Government Regulation 2012* (Qld) to the disposal of Lot 9 on SP311608; and**
- 3. 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****28 June 2022****Item Number:**

G3

File Number:**Part:**

GOVERNANCE

Portfolio:

Organisational Services

Subject:

Lease Renewal - Telstra - Moore Park Water Tower

Report Author:

Nicole Sabo, Property & Leases Officer

Authorised by:

Stuart Randle, General Manager Infrastructure 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 89 on RP92606 known as 15 Poinciana Court, Moore Park Beach ('Property').

Telstra Limited ABN 64 086 174 781 previously known as Telstra Corporation Limited ('Telstra') have a current lease over part of the Property which is due to expire on 31 October 2022. Telstra wish to renew their lease.

The lease term will be 3 years with a special condition allowing Council to terminate with 6 months' notice if Council intends to commence decommissioning works on the water tower. Termination of the lease cannot occur in the first 12 months. Rent will be at gross market value rent. Telstra will be responsible for 100% of services such as electricity.

Council proposes to apply the exception to the tender/auction requirements contained in section 236(1)(c)(iii) of the *Local Government Regulation 2012* (Qld) given that the disposal is for the purposes of renewing the lease of the land to the existing tenant of the land.

Associated Person/Organization:

Telstra Limited ABN 64 086 174 781

Consultation:

All Councillors

Chief Legal Officer's Comments:

Section 236(1)(c)(iii) of *Local Government Regulation 2012* (Qld) allows Council to dispose of an interest in a valuable non-current asset other than by tender or auction on the basis the disposal is for the purpose of renewing a lease to an existing tenant.

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)(c)(iii) of the *Local Government Regulation 2012*; and**
- 2. the Chief Executive Officer be authorised to enter into a 3 year Lease with Telstra Limited ABN 64 086 174 781 for part of the land at Lot 89 on RP92606.**

**Item****28 June 2022****Item Number:**

G4

File Number:**Part:**

GOVERNANCE

Portfolio:

Organisational Services

Subject:

Lease Renewal - DTMR - 25 Quay Street, Bundaberg

Report Author:

Nicole Sabo, Property & Leases Officer

Authorised by:

Anthony Keleher, 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:

Lot 5 on CP B15860 at 25 Quay Street, Bundaberg Central is a State owned property which Council has a Perpetual Lease from the State ('Property'). Council then sub-leases the Property to The State of Queensland (Represented by Department of Transport and Main Roads) ('DTMR').

DTMR have a current sub-lease over the Property which is due to expire on 31 December 2022. DTMR wish to renew their lease.

The lease term will be 5 years with a special condition allowing either party to terminate with 6 months' notice. Rent will be for market value rent and DTMR will be responsible for 100% of outgoings and services such as electricity.

Council proposes to apply the exception to the tender/auction requirements contained in section 236(1)(b)(i) of the *Local Government Regulation 2012* (Qld) given that the disposal is to a government agency.

Associated Person/Organization:

The State of Queensland (Represented by Department of Transport and Main Roads)

Consultation:

All Councillors

Chief Legal Officer's Comments:

Section 236(1)(b)(i) of *Local Government Regulation 2012* (Qld) allows Council to dispose of an interest in a valuable non-current asset other than by tender or auction on the basis the disposal is to a government agency.

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)(b)(i) of the *Local Government Regulation 2012*; and**
- 2. the Chief Executive Officer be authorised to enter into a 5 year Lease with The State of Queensland (Represented by Department of Transport and Main Roads) for the land at Lot 5 on CP B15860.**

**Item****28 June 2022****Item Number:**

G5

File Number:**Part:**

GOVERNANCE

Portfolio:

Organisational Services

Subject:

Specialised Supplier Arrangement with Jack Taylor Group Pty Ltd (Monday.com)

Report Author:

Mitch Miller, Chief Information Officer

Authorised by:

Anthony Keleher, 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:

A specialised supplier arrangement was previously resolved by Council on 17 December 2019. Multiple Council branches are now using Monday.com to manage their capital projects and operational processes. Monday.com is now embedded in Council's day to day operations.

Branches utilising member (full) licenses include:

- Civil Works
- Development
- Engineering Services
- Financial Services
- Fleet and Trade Services
- Major Projects
- Parks, Sports & Natural Areas
- People, Safety & Culture
- Strategic Procurement & Supply
- Water Services

Council officers wish to continue to utilise Monday.com by entering into an arrangement with Jack Taylor Group Pty Ltd without seeking competitive quotations.

Associated Person/Organization:

Jack Taylor Group 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 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 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.

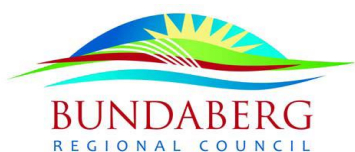
Attachments:

Nil

Recommendation:

That:

- a) Council extends the existing arrangement with Jack Taylor Group Pty Ltd ABN 39 159 555 889 trading as upstream tech for the provision of Monday.com subscriptions without first inviting written quotes pursuant to Section 235(b) of the *Local Government Regulation 2012*; and**
- b) this arrangement be made for a period until 10 July 2025.**

**Item****28 June 2022****Item Number:**

G6

File Number:**Part:**

GOVERNANCE

Portfolio:

Organisational Services

Subject:

Specialised Supplier Arrangement - SAI Global

Report Author:

Jon Rutledge, Manager People, Safety & Culture

Authorised by:

Anthony Keleher, 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:

SAI Global offer a comprehensive range of Australian Codes and Standards which Council can access from SAI Global's online database. Access to SAI Global allows Council as a whole, to access these documents to assist in ensuring work performed or infrastructure, facilities or other assets are designed compliant with applicable Codes and Standards.

Prior to 2019, Council engaged an alternative supplier, however this was discontinued due to the low level of standards available. SAI Global are a well-known and trusted supplier of accurate information which supports Council with certain decision making.

Council has an existing specialised supplier arrangement in place with SAI Global for the period between 1 July 2019 and 30 June 2022 which was resolved by Council on 25 June 2019. Given that this arrangement is coming to an end, Council officers are seeking to renew this specialised supplier arrangement.

Associated Person/Organization:

SAI Global, Level 38, 680 George Street, Sydney, NSW 2000

Consultation:

Council 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 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 resolves to enter into an arrangement with SAI Global for the provision of access to Australian Codes and Standards without seeking competitive quotations or tenders pursuant to Section 235(b) of the *Local Government Regulation 2012*; and**
- 2. this arrangement be in place for the period 1 July 2022 to 30 June 2025.**

**Item****28 June 2022**

Item Number:	File Number:	Part:
K1	344.2021.29.1	PLANNING

Portfolio:

Planning & Development Services

Subject:

DA522.2021.256.1 - Request for Extended Completion Date and Application of Discounts - Building Bundaberg Region 2020 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 Building Bundaberg Region 2020 incentives scheme.

The request relates to DA522.2021.256.1 being a development permit for a Hardware and Trade Supplies use at 20 Johanna Boulevard, Kensington. The approval for a 2,424 m² commercial building was originally granted on 28 June 2021. The application for the incentives was originally received on 3 June 2021 but not approved until 1 July, being after the development approval was given. The Infrastructure Agreement (IA) securing the discount and performance obligations was executed on 13 July 2021. Under the IA, the development was required to be completed by 30 June 2022 to receive a 50% discount on the applicable charges.

Subsequent to the above, the developer lodged a change application for the development approval, significantly altering the original development. In summary, the change significantly increased the size of the development, more than doubling the gross floor area and extending the building on to an adjoining lot so as to accommodate an additional 3 tenancies (only one was proposed originally). Approval was given for the new proposal (DA526.2021.309.1) on 10 March 2022, however no change was requested nor made to the IA to reflect the new approval.

InsiteSJC on behalf of the owner of the subject site has requested that the completion date be extended for a period of 2 years. 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 the development achieve substantial commencement (ie the slabs for the units are constructed) prior to making that request. As such the request has been reported to Council for determination.

The request also seeks to confirm that the discount would apply to that part of the development (based on gfa and impervious area) that was approved for the incentive under the IA.

In seeking the request the owner has advised that the extension is needed given the delays experienced as a result of making the change application and covid, and the inability to commence building works until 2023 due to the current high levels of development activity in the region. A copy of the owner's request is included as Attachment 2.

Associated Person/Organization:

Bayswater Holding Pty Ltd – owner

Consultation:

No consultation has been undertaken regarding this matter.

Chief Legal Officer's Comments:

As it currently stands, the changed development approved on 10 March 2022 (DA526.2021.309.1) does not enjoy the benefit of any discount under the Council's incentives scheme. This is because the IA lists the Eligible Development as 522.2021.256.1.

If the Council agrees to the extended completion date and apply it to part or all of DA526.2021.309.1, a Deed of Variation will be required to amend the Completion Date and Eligible Development in the IA.

Policy Implications:

As noted above, the current IA does not apply to the development as currently approved. As such, Council is not bound to provide a discount of any amount to the currently approved development on this site.

The Building Bundaberg Region 2020 incentives scheme closed for new application on 30 June 2021. The Council did not receive any application to apply the incentives to the changed development and even it had, it is noted that the current development was not approved until 9 months after applications for the incentives closed.

The current Charges Resolution, which applied at the time the changed development was approved, does not include any incentives for commercial development. Likewise, the Projects of Regional Significance incentives scheme excludes commercial development.

Accordingly, any application of incentives to the proposal approved under DA526.2021.309.1 would be inconsistent with the current policy

Despite this, it is considered that there is merit in providing the extent of discount originally provided. The incentives were given at a time when the Council was seeking to boost economic development and this development was an example of how that might be achieved. Even though the development is now substantially different, the developer advises that they only sought to expand the proposal on the back of the opportunity provided by Council’s initial incentivizing of the original concept. The use approved remains the same and will deliver the same benefits in terms of economic development and employment of the original approval. On this basis it is recommended that the Council agree to apply the discount to the new development but only to the extent originally approved (ie a 50% discount for the extent of gross floor area and impervious area approved on 28 June 2021).

Should the Council wish to extend the discount to the whole development, the financial implications are listed below.

In relation to the request to extend the completion date, it is noted that the availability of consultants, builders and other contractors as well as materials continues to impact on the delivery of approved developments. In the circumstance it is considered that the request is reasonable.

Financial and Resource Implications:

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

Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
Part approval (2424 m ² + 4937 m ² impervious area) - \$334,913.67	50%	\$167,456.84 Note: leaves a balance of \$430,352.44 which is not incentivised
Full approval \$765,134.28	50%	\$382,567.14

Risk Management Implications:

There appears to be no risk management implications.

Communication Strategy:

Communications Team consulted. A Communication Strategy is:

- Not required
- Required

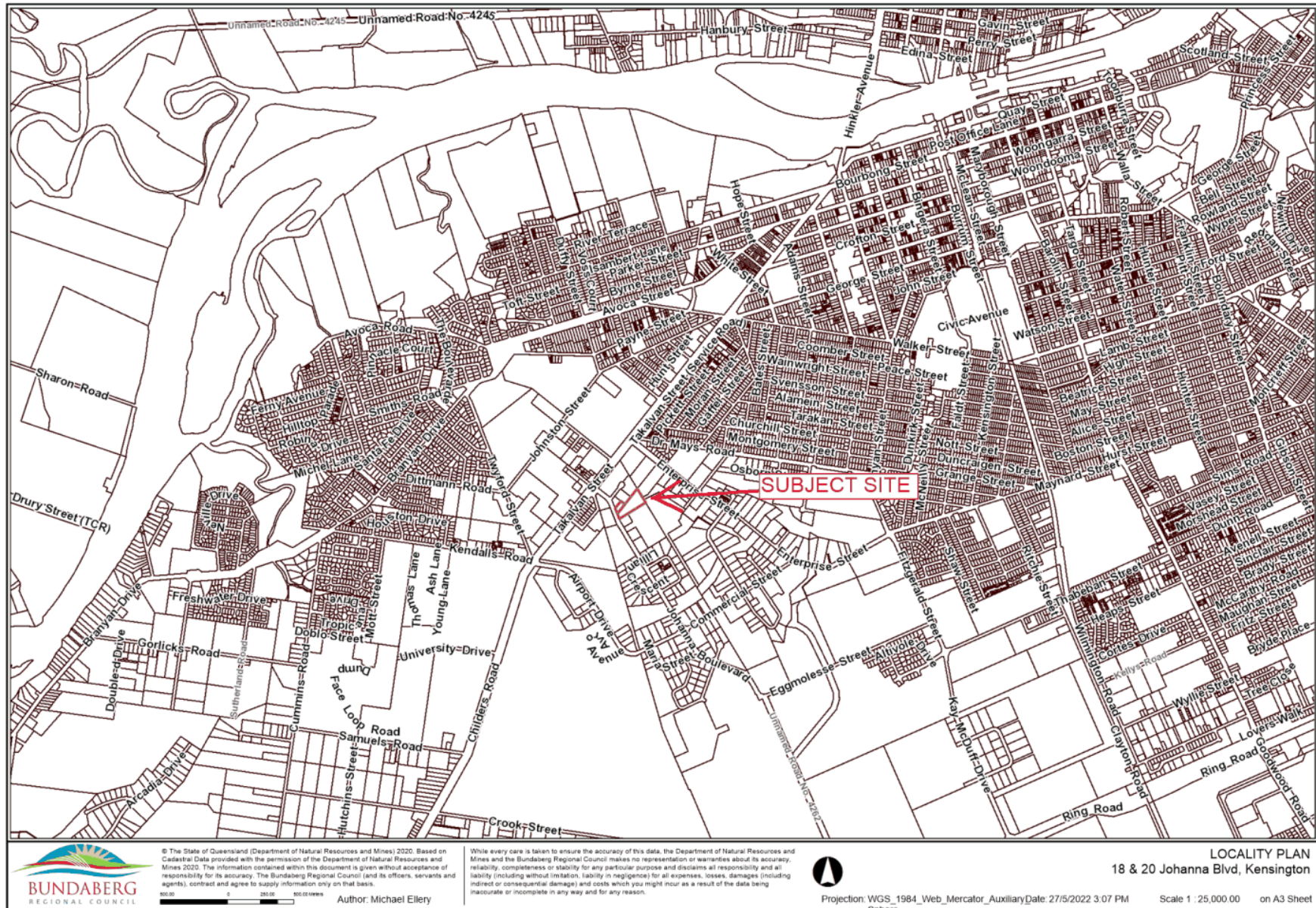
Attachments:

- ↓1 Locality plan
- ↓2 Site Plan
- ↓3 Owners Request
- ↓4 Infrastructure Agreement
- ↓5 Original Approval
- ↓6 Changed Approval

Recommendation:

That Council agree to enter into a Deed of Variation to the Building Bundaberg Region 2020 Infrastructure Agreement for DA522.2021.1301.1 dated 2 July 2021, so that the following changes are made:

- A. The eligible development is changed to DA526.2021.309.1**
- B. An Applicable Discount is applied to a gross floor area of 2,424 m² and an impervious area of 4,937 m² of the proposed development;**
- C. The balance of infrastructure charges remain payable as detailed in Charges Notice 331.2021.1301.1 dated 11 March 2022.**



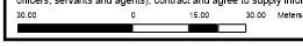


SITE PLAN
18 & 20 Johanna Blvd, Kensington

Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere Date: 27/5/2022 3:05 PM Scale 1 : 1,500.00 on A4 Sheet

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Author: Michael Ellery



Our ref: GC21-182-T02
BRC ref: 526.2021.309.1

12 April 2022

Chief Executive Officer
Bundaberg Regional Council
PO Box 4670
Bundaberg QLD 4670

Attention: Michael Ellery

Dear Michael,

REQUEST FOR INFRASTRUCTURE AGREEMENT EXTENSION FOR DEVELOPMENT PERMIT FOR CHANGE (OTHER) FOR MATERIAL CHANGE OF USE (HARDWARE AND TRADE SUPPLIES & SHOWROOM)—AT 18 & 20 JOHANNA BOULEVARD, KENSINGTON (DESCRIBED AS LOT 11 ON RP884295 & LOT 6 ON RP867438)

This representation requests an extension of Infrastructure Agreement relating to eligible development—522.2021.256.1 and ICN—331.2021.1301.1.

As you would be aware the aforementioned eligible development has been changed to include additional GFA resulting in approval—526.2021.309.1 and ICN—526.2021.309.1. We undertook discussions with Evan Fritz as to how the IA might function relative to the changed approval. Evan indicated via email dated 16 March 2022 that—

I've had a quick chat with Michael who's indicated that given this was a change, we should be able to honour the discount for the GFA (and impervious area) under the original approval and IA. The additional GFA and impervious area arising from the change would not be eligible for a discount.

Subject to s3.7 of the *Building Bundaberg Region 2020 Infrastructure Charges Incentives*, Council may in their discretion extend the date for incentives. This is also allowed for pursuant to s13.2 of the *Building Bundaberg Region 2020 Infrastructure Agreement* that allows parties to give notice to each other to extend time.

We understand that Council have a track record of extending IA periods for development that would create an economic stimulus for the region including facilitating pre-development and post-development employment opportunities.

The approved development at 18 & 20 Johanna Boulevard constitutes in our view a regionally significant development that would provide a significant boost to employment facilitating further investment in the Bundaberg region and supporting Council's broader imperative to maximise economic activity and create and protect the Region's employment opportunities. The delivery of the project was impacted by the Covid 19 pandemic but also by the change to approval. The developer identified a need and subsequent opportunity to intensify development of the site for uses aligned with Council's intent for the land. Whilst

Creative Thinking Responsible Solutions

P (07) 4151 6677 A 67 Barolin Street, Bundaberg P PO Box 1688, Bundaberg, 4670 E admin@insitesjc.com.au ABN 62 329 746 562

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the change to approval resulted in delays to construction times, there is a broader benefit to council as the Strategic intent for the land to be used for Specialised centre purposes would be achieved. The change to approval resulted in a revised layout to the buildings and floor plate area and as such the earlier approval could not be made as a stage of the development. However the most significant delay to the project is the Covid 19 pandemic that has in some ways had a positive influence over the regional economy, although the subsequent downstream effect of this is that development consultants and the construction industry are experiencing unprecedented levels of work which is extending project deliveries and project timeframes generally. The majority of local construction firms that would be required for a project of this significance are unable to begin construction for up to a year from engagement. It is for that reason that we request an extension to the IA of two (2) years. This would allow the landowner to get the required approvals and permits and work towards completing the project.

We thank you in advance for your prompt consideration of our request and look forward to the BRC's favourable determination. Please feel free to contact the writer with any queries in relation to any of the matters raised herein on (07) 4151 6677.

Kind regards,
InsiteSJC



Shane Booth
Principal Planner

Infrastructure Agreement

Planning Act 2016

**Building Bundaberg Region 2020
Infrastructure Agreement**

Bundaberg Regional Council
Council

Bayswater Holdings Pty Ltd
Owner

Contents

Part 1. Preliminary	5
1. Introduction	5
1.1 Short title	5
1.2 Deed	5
1.3 Date	5
1.4 Parties	5
1.5 Recitals	5
Part 2. Terms agreed by the parties	6
2. Interpretation	6
2.1 Definitions	6
2.2 Undefined word	9
2.3 References	9
3. Infrastructure Agreement	11
3.1 Infrastructure Agreement under the Planning Act	11
3.2 Application of the Infrastructure Agreement	11
3.3 Owner	11
3.4 Relationship to an Approval	11
3.5 Relationship to an Infrastructure Charging Instrument	12
4. Operation of the Infrastructure Agreement	12
4.1 Commencement of the Infrastructure Agreement	12
4.2 Termination of the Infrastructure Agreement	12
5. Deed of agreement	12
5.1 Continuing effect as a deed of agreement if not an Infrastructure Agreement	12
6. Development Obligations	12
6.1 The Council's and Developer's obligations	12
6.2 The Developer's obligations	12
7. Application	13
7.1 Application of Applicable Discount	13
7.2 Early payment	13
8. Assignment	14
8.1 Assignment of interests, rights or obligations under document	14
9. Novation of document upon sale	14
9.1 Reconfiguring of the Development Land	14
9.2 Dealing with the Development Land	14
10. Right of access	14
10.1 Access to Development Land	14
10.2 Exercise of a right of access	14
11. Dispute resolution generally	15
11.1 Dispute	15
11.2 Notice as bar	15
11.3 Identity of expert	15

	11.4	Experience and expertise	15
	11.5	Non arbitrator	15
	11.6	Submissions	15
	11.7	Costs	15
	11.8	Co-operation	16
	11.9	Determination	16
12.		Force Majeure	16
	12.1	Notice of Force Majeure	16
	12.2	Suspension of an obligation	16
	12.3	Removal or amelioration of Force Majeure	16
	12.4	Dispute resolution process to apply	16
13.		Time	17
	13.1	Time of the essence	17
	13.2	Extension of time	17
14.		Counterparts	17
	14.1	Agreement may consist of counterparts	17
	14.2	Exchange of a counterpart	17
15.		Further action	17
	15.1	Action to give effect to this document	17
	15.2	Further action if a clause is invalid, illegal or unenforceable	17
16.		Severance	17
	16.1	Removal from this document	17
	16.2	Effect of removal on this document	17
	16.3	Further action on removal	18
17.		Notice	18
	17.1	Form of a Notice	18
	17.2	Giving of a Notice	18
	17.3	Change of the details of a party	19
18.		Further agreement	19
	18.1	Agreement to change	19
	18.2	Form of the change	19
	18.3	Further agreement	19
19.		Costs and outlays	19
	19.1	Each party pay its own costs	19
20.		Governing law and jurisdiction	19
	20.1	Queensland law to apply	19
	20.2	Queensland courts to have jurisdiction	20
21.		GST	20
	21.1	Construction of this clause	20
	21.2	Payment of GST	20
	21.3	Reimbursable cost	21
	21.4	Indemnified cost	21
	21.5	Stated amount	21
	21.6	No merger on termination	21

Schedule 1 Reference Schedule	22
Schedule 2 Discount Schedule	24
Schedule 3 Incentives Application Form	25
Part 3. Execution by the parties	33

Dated this 2nd day of July 2021

PARTIES

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

Owner: BAYSWATER HOLDINGS PTY LTD C/- Tomas O'Malley PO Box
2520 Bundaberg in the State of Queensland

Part 1 Preliminary

1. Introduction

1.1 Short title

This document may be referred to as the Building Bundaberg Region 2020 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 30 June 2020, the Council launched the "Building Bundaberg Region 2020" infrastructure charges incentives policy with the

objective of stimulating new construction activity and employment in the region;

- (b) The "Building Bundaberg Region 2020" infrastructure charges incentives scheme commenced on 1 July 2020 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) intensive animal industry
 - (4) aquaculture; or
 - (5) 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 building work, a certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued; 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) **30th June 2022** 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.

Owner means the party identified in Item 2A 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) Rural Sector Development; or
- (c) Other Eligible 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).

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.

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

Other Eligible Development has the meaning specified for "Other eligible development" in Attachment B of the Incentives Application Form.

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:

- (a) means the commencement of construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed; and
- (b) does not include preliminary site works such as tree clearing or bulk earth works.

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 of the Owner 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) the Eligible Development is not Completed by the Completion Date or an extended Completion Date allowed for under clause 6.1(c); or
- (c) 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

Upon acceptance by the Council of the payment of a Reduced Infrastructure Amount in accordance with the terms of this document, the Owner is released from any further obligation to pay the Infrastructure Amount under the Charges Notice or the 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 before 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	Bundaberg Regional Council
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	Bayswater Holdings Pty Ltd
Address (or registered office if a corporation)	c/- Tomas O'Malley PO Box 2520 Bundaberg in the State of Queensland
Email address:	tomas@to-architect.com.au
Person to whose attention a Notice is to be brought:	Tomas O'Malley
ITEM 3 Development Land	
	20 Johanna Boulevard in the State of Queensland; land described as Lot 6 on RP867438
ITEM 4 Eligible Development	
	522.2021.256.1
ITEM 5 Charges Notice or condition under which Infrastructure Amount is payable	
	331.2021.1301.1
ITEM 6 Due Date for payment of Reduced Infrastructure Amount	
	Before the change of Use happens

SCHEDULE 2
Discount Schedule

Column 1	Column 2	Column 3
Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
\$329,753.88	50%	\$\$164,876.94



Infrastructure charges incentives

Application Form

Council is offering infrastructure charges incentives to encourage increased development activity and job creation to assist with the economic recovery from the Covid-19 pandemic.

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 1 July 2021.

Please email directly to development@bundaberg.qld.gov.au

Developers details

Name/s (individual or company name in full)			
Contact name			
Postal address			
	Suburb	State	Postcode
Phone	Mobile		
Email address			

Owner details

Name/s (individual or company name in full)			
Postal address			
	Suburb	State	Postcode
Phone	Mobile		

Description of land

Property address			
Property description	Lot		Plan type and No.
	Lot		Plan type and No.
	Lot		Plan type and No.

Declaration

In lodging this request for an infrastructure charge discount I/We _____ 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 Building Bundaberg 2020 initiative. Council is collecting your personal information to assist in the assessment of your application for infrastructure charges incentives. Your information will be handled in accordance with the *Information Privacy Act (Old) 2009* and may be accessed by employees of Council.

We will not provide your information to any other person or agency unless authorised or required by law. For more information, see bundaberg.qld.gov.au/privacy

Signature/s : _____ Date _____



Building Bundaberg Region | 20 20



Application details

Which of the following categories of incentivised development are you applying for *(please see definitions)*.

- Rural sector development
- CBD/town centre development
- Other eligible development

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.

Details of the development permit or compliance permit

Application No: _____

Type of approval: _____

Date approval took effect: _____

Have the adopted infrastructure changes or infrastructure contribution/s been paid?

Yes No

Proposal details

What is the proposed value of works for the development? \$ _____

What is the anticipated number of jobs to be created by this development? *(if known/applicable)* _____

If the development is for residential development please provide the following:

Number of dwelling units: _____

Number of lots: _____

If the development is for commercial or industrial uses please provide the following:

Gross floor area (GFA) _____

Staged development

Is the development a staged development?

Yes No

Is it proposed that a discount apply to certain stages of the development and not the whole of the development?

Yes No

Note: if development is to be staged, the application needs to be accompanied by a staging plan.

If it is proposed that a discount apply to certain stages of the development, provide details of:

- the total number of stages in the development and the site area of the total development.
- the stages to which a discount is sought to be applied.



Attachment A: Rules and procedures

1. Background

On 30 June 2020 Council launched the "Building Bundaberg Region 2020" incentives scheme with the objective of stimulating increased development activity to counter the economic impacts caused by the Covid-19 pandemic. As part of this initiative, Council is offering a range of discounts for infrastructure charges on certain developments.

Council has resolved to develop these rules and procedures to guide its decision-making in assessing applications for the infrastructure charges incentives.

Building Bundaberg Region 2020 will commence on 1 July 2020 and applies to eligible development. A development that has been completed prior 1 July 2020 is not eligible for the infrastructure charges incentives.

2. Eligibility for infrastructure charges incentives

- 2.1 A development approval exists for the development.
- 2.2 The Council has either:
 - issued a charges notice in relation to the development approval; or
 - imposed an infrastructure contribution condition in the development approval;

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 or a recalculation of the charges under a new charges resolution).
- 2.3 The development is for rural sector, CBD/town centre or other eligible development as defined in attachment B.
- 2.4 The development was not completed before 1 July 2020. For staged development, the stage being applied for was not completed before 1 July 2020.
- 2.5 The development is not eligible for a refund for the provision of trunk infrastructure pursuant to s129 of the *Planning Act 2016* (PA) (or equivalent section in any subsequent legislation). If through a conversion application (s139 PA) or a recalculation of the establishment cost of trunk infrastructure (s137 PA) 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.

3. Rules

- 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 1 July 2021.
- 3.2 Only one infrastructure charges incentives offer can apply to a development.
- 3.3 The infrastructure charges incentives will not apply to:
 - any development that has been completed on or before 1 July 2020.
- 3.4 Discounts for the infrastructure charge are as follows:
 - 100% discount for development that is completed before 1 July 2021 which is for:
 - (a) CBD/town centre development;
 - (b) Rural sector development where:
 - (i) Intensive horticulture;
 - (ii) Rural industry;
 - (iii) Intensive animal industry
 - (iv) Aquaculture; or
 - (v) Winery (where located in a rural zone);
 - 50% discount for all other eligible development that is completed before 1 July 2021.

The above discounts are taken to be discounts off the applicable infrastructure charges specified in a 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:
 - The applicant can show sufficient reason why the development cannot be completed by the original completion date; and
 - The development has achieved substantial commencement prior to the original completion date.
- 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:
- 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
 - For developments involving material change of use and no building works, the approved use is established by the Completion Date;
- 3.10 In all cases, Council must be satisfied that all applicable conditions of the development approval for the development completed have been satisfactorily complied with.
- 3.11 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.
- 3.12 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.
- 3.13 The discount applies to gross charges before 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.

4. Process

- 4.1 Applicants must lodge the application form prior to 1 July 2021.
- 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;
- (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;
- (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.



Attachment B: Definitions

The below are the definitions for the Building Bundaberg Region 2020 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

Adopted infrastructure charges resolution

Means Adopted Infrastructure Charges Resolution (No.1) 2012, Adopted Infrastructure Charges Resolution (No.1) 2013, Adopted Infrastructure Charges Resolution (No.1) 2014, Adopted Infrastructure Charges Resolution (No.1) 2015 or Charges Resolution (No. 1) 2018 or any subsequent charges resolution.

Applicant

Means the applicant for the infrastructure charges incentives under this policy.

CBD/town centre development

Means development located within the Bundaberg CBD, Childers Town Centre, Gin Gin Town Centre, Burnett Heads Town Centre, Bargara Tourism Precinct, Moore Park Beach Tourism Precinct or Woodgate Tourism Precinct as delineated in the Building Bundaberg 2020 maps (shown on Council's website at bundaberg.qld.gov.au/development/bbr2020) for any one or combination of the following purposes defined under the Bundaberg Regional Council Planning Scheme 2015 subject to any limitation in brackets:

- Bar
- Dual occupancy (where part of a mixed use building)
- Dwelling unit (where part of a mixed use building)
- Educational establishment;
- Entertainment activities;
- Food and drink outlet;
- Multiple dwelling;
- Offices;
- Shop;
- Shopping centre;
- Short-term accommodation; and
- Showroom

Charges notice

Means:

- an infrastructure charges notice as defined in section 119 of the *Planning Act 2016* (PA); or
- a notice mentioned in section 301(1) of PA; or
- a notice equivalent to an infrastructure charges notice which is given under legislation which repeals and replaces PA.

Completed

Means for a material change of use:

- 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

- Where not involving building works, the approved use has been established.

Means for building work:

- A certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued

Completion date

Means:

- Twelve months from the date of the email notice mentioned in section 4.2 of attachment A; or
- such date as extended by the Council pursuant to section 3.7 of attachment A.

Development approval

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 (where the material change of use is accepted development) that has not lapsed.

Eligible development

Means proposed development that satisfies the requirements of section 2 of attachment A.

Entertainment activities

Means any of the following:

- Club;
- Function facility;
- Hotel;
- Nightclub entertainment facility;
- Theatre;
- Tourist attraction.

Infrastructure charges

Means infrastructure charges or contributions for trunk infrastructure payable pursuant to a charges notice or a contribution condition in a development approval.

Other eligible development

Means development for any material change of use or building works for which a charges notice has been issued.

Planning Act

Means the *Planning Act 2016* or subsequent legislation which repeals and replaces that act.

Rural sector development

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:

- Intensive horticulture;
- Rural industry;
- Aquaculture;
- Winery (where located in a Rural zone);
- Intensive animal husbandry;
- Short-term accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers);
- Non-resident workforce accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers); or
- Rural workers accommodation.

Substantial Commencement

Means the commencement of the construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed.

Preliminary site works including tree clearing or bulk earth works are not considered to be substantial commencement for these purposes.

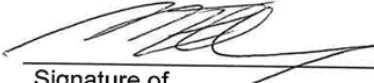
Attachment B: Definitions


Page 5 of 5

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 13th day of July 2021



 Signature of


 Signature of witness

Sarah Nash
 Name of witness (print)

Signed by ELVIS BEY on the 2nd day of July 2021 in the presence of:


 Signature of ELVIS BEY


 Signature of witness

SOMALI SIV
 Name of witness (print)

Signed by on the day of _____ 2020 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
ABN 72 427 835 198

28 June 2021

Bayswater Holding Pty Ltd
C/- Insite SJC
via email: shane@insitesjc.com.au

Attention: Shane Booth

RE: – Development Application for Material Change of Use for Hardware and Trade Supplies at 20 Johanna Boulevard, Kensington; land described as Lot 6 on RP867438;

Thank you for your Development Application for Material Change of Use for Hardware and Trade Supplies at 20 Johanna Boulevard, Kensington; land described as Lot 6 on RP867438 lodged with Council on 26 May 2021.

Please find attached the Decision Notice for the above-mentioned development application.

Please quote Council's application number: 522.2021.256.1 in all subsequent correspondence relating to this development application. Should you require any clarification regarding this matter or wish to schedule a meeting, please contact Katrina Peardon on telephone 1300 883 699.

Yours sincerely
Sarah
Watts
Digitally signed
by Sarah Watts
Date: 2021.06.30
10:30:49 +10'00'
Sarah Watts
Principal Planner

ENCL.

- **DECISION NOTICE**
- **APPROVED PLANS**
- **ADOPTED INFRASTRUCTURE CHARGES NOTICE**

1300 883 699

bundaberg.qld.gov.au

Council Reference: 522.2021.256.1



Decision Notice — Approval (with conditions)

(Given under section 63 of the Planning Act 2016)

Thank you for your development application detailed below which was properly made on 26 May 2021. Please be aware that Bundaberg Regional Council has assessed your application and decided it as follows:

1. Applicant's details

Name: Bayswater Holding Pty Ltd
C/- Insite SJC
Email: shane@insitesjc.com.au
Phone No.: 4151 6677

2. Location details

Street address: 20 Johanna Boulevard, Kensington
Real property description: Lot 6 on RP867438
Local government area: Bundaberg Regional Council

3. Details of the proposed development

Development Permit for Material Change of Use for Hardware and Trade Supplies

4. Decision

Decision details: Approved in full with conditions. These conditions are set out in Schedule 1 and are clearly identified to indicate whether the assessment manager or a concurrence agency imposed them.

The following approvals are given:

	Planning Regulation 2017 reference	Development Permit	Preliminary Approval
Development assessable under the planning scheme, a temporary local planning instrument, a master plan or a preliminary approval which includes a variation approval		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Decision Notice – Section 63 of the *Planning Act 2016*

Page 2 of 16

Council Reference: 522.2021.256.1

5. Approved plans and specifications

Copies of the following plans, specifications and/or drawings are enclosed.

Drawing/report title	Prepared by	Date	Reference no.	Issue
Aspect of development: Material Change of Use				
Cover	Tomas O'Malley Architect	04.05.21	A0000	5
Site Plan	Tomas O'Malley Architect	04.05.21	A1000	5
Floor Plans	Tomas O'Malley Architect	04.05.21	A2100	5
Elevations	Tomas O'Malley Architect	04.05.21	A3100	2

6. Conditions

This approval is subject to the conditions in Schedule 1. These conditions are clearly identified to indicate whether the assessment manager or concurrence agency imposed them.

7. Further development permits

Please be advised that the following development permits are required to be obtained before the development can be carried out:

- All Building Work
- All Plumbing and Drainage Work
- All Operational Work

8. Properly made submissions

Not applicable — No part of the application required public notification.

9. Referral agencies for the application

Not applicable

10. Currency period for the approval

This development approval will lapse at the end of the period set out in section 85 of *Planning Act 2016*.

11. Agreements under Section 49(4)(b) or 66(2)(b) or (c) of the Planning Act 2016

There are no agreements about these matters.

12. Conditions about infrastructure

The following conditions about infrastructure have been imposed under Chapter 4 of the *Planning Act 2016*:

Condition/s	Provision under which the condition was imposed
21, 22, 23, 25	Section 145 – Non-trunk Infrastructure
N/A	Section 128 – Trunk Infrastructure

Decision Notice – Section 63 of the *Planning Act 2016*

Page 3 of 16

Council Reference: 522.2021.256.1

13. Rights of appeal

The rights of applicants to appeal to a tribunal or the Planning and Environment Court against decisions about a development application are set out in Chapter 6, Part 1 of the *Planning Act 2016*. For particular applications, there may also be a right to make an application for a declaration by a tribunal (see Chapter 6, Part 2 of the *Planning Act 2016*).

Appeal by an applicant

An applicant for a development application may appeal to the Planning and Environment Court against the following:

- the refusal of all or part of the development application
- a provision of the development approval
- the decision to give a preliminary approval when a development permit was applied for
- a deemed refusal of the development application.

An applicant may also have a right to appeal to the Development tribunal. For more information, see Schedule 1 of the *Planning Act 2016*.

Appeal by a submitter

A submitter for a development application may appeal to the Planning and Environment Court against:

- any part of the development application for the development approval that required impact assessment
- a variation request.

The timeframes for starting an appeal in the Planning and Environment Court are set out in Section 229 of the *Planning Act 2016*.

Schedule 2 is an extract from the *Planning Act 2016* that sets down the applicant's appeal rights and the appeal rights of a submitter.

Council Reference: 522.2021.256.1

SCHEDULE 1 – CONDITIONS AND ADVICE**PART 1A – CONDITIONS IMPOSED BY THE ASSESSMENT MANAGER**

NO.	CONDITION	TIMING
GENERAL		
1.	Comply with all conditions of this development approval prior to the commencement of the use and maintain compliance whilst the use continues.	As indicated
2.	Where there is any conflict between the conditions of this Development approval and details shown on the Approved plans, the conditions prevail.	At all times
3.	The full cost of all work and any other requirements associated with this development must be met by the developer, unless specified in a particular condition or Infrastructure agreement.	At all times
APPROVED PLANS		
4.	Submit to and have approved by the Assessment Manager amended plans which incorporate building façade treatments to all building elevations (excluding the western (rear) elevation)) to result in an unbroken length of not more than 15m occurring. Once approved, the amended plans will form part of the Approved plans.	Prior to the submission of a Building Work application, or commencement of work, whichever comes first
USE SPECIFIC		
5.	During operating hours, all parking, pedestrian areas, and entrances/exits must be well lit with vandal resistant lighting and with intensities to satisfy the requirements of AS1158 – Public lighting code.	Prior to the commencement of the use and then to be maintained
6.	Provide six (6) secure bicycle parking spaces for customers. Customer bicycle parking must be located in a visible area close to the entrance of each building.	Prior to the commencement of the use and then to be maintained
BUILDING WORK ASSOCIATED WITH THE MCU		
7.	Ensure all assessable building work is carried out in accordance with a valid Building development approval.	Prior to the commencement of work

Decision Notice – Section 63 of the *Planning Act 2016*

Page 5 of 16

Council Reference: 522.2021.256.1

NO.	CONDITION	TIMING
8.	Ensure all external finishes, including façade treatments and materials, are in accordance with the Approved plans.	Prior to the issue of a Certificate of classification and then to be maintained
AMENITY		
LIGHTING		
9.	Design and install all external lighting in accordance with <i>AS4282 – Control of the obtrusive effects of outdoor lighting</i> so as not to cause nuisance to residents or obstruct or distract pedestrian or vehicular traffic.	Prior to the commencement of the use and then to be maintained
SCREENING OF PLANT AND SERVICES		
10.	Install and maintain suitable screening to all air conditioning, lift motor rooms, plant, service facilities, or similar equipment located on the rooftop or to an external face of the building. The screening structures must be constructed from materials that are consistent with materials used elsewhere on the building façade or as an architectural feature of and visually consistent with the profile of the building.	Prior to the commencement of the use and then to be maintained
LANDSCAPING		
11.	<p>Landscape the site in accordance with the approved plans. Landscaping must:</p> <ol style="list-style-type: none"> consist of permanent garden beds planted with trees and shrubs, with particular attention to the street frontage(s) of the site include species recognised for their tolerance for low water conditions be provided with a controlled underground or drip watering system. Any such system is to be fitted with an approved testable backflow prevention device <p>Note:</p> <p>Council does not require the submission of an Operational works development application for landscaping that is nominated as Accepted development where the works comply with the nominated requirements for Accepted development.</p>	Prior to the commencement of the use and then to be maintained
WASTE MANAGEMENT		
12.	Provide an impervious bin storage area (bin enclosure) for the storage of refuse bins in accordance with the following:	Prior to the commencement of the use and

Council Reference: 522.2021.256.1

NO.	CONDITION	TIMING
	a. designed so as to prevent the release of contaminants into the environment b. sufficiently sized to accommodate all refuse bins required by the Assessment Manager for the scale of the development c. screened from the road frontage or other public space, and adjoin properties by landscaping or constructed screening d. a suitable hose cock (with backflow prevention) and hoses must be provided at the bin storage area, and wash down to be drained to the sewer and fitted with an approved stormwater diversion valve arrangement e. must be maintained in a clean and sanitary manner	then to be maintained
13.	Maintain and operate an adequate waste disposal service, including the maintenance of refuse bins and associated storage areas so as not to cause an environmental nuisance.	At all times
SIGNAGE		
14.	Ensure all Operational Works for advertising devices that is Accepted development complies with the nominated assessment benchmarks or a Development application for Operational Work is submitted to and approved by Council.	At all times
OPERATIONAL WORK ASSOCIATED WITH THE MCU		
15.	Ensure all Operational work that is Accepted development complies with the nominated assessment benchmarks or a Development application for Operational work is submitted to and approved by Council. Note: <i>Where Accepted development does not comply with a nominated requirement for accepted development, a Development application for Operational work must be submitted to Council.</i>	Prior to the commencement of work
16.	Provide certification from a Registered Professional Engineer of Queensland (RPEQ) that any operational work that is Accepted development has been designed and constructed in accordance with the conditions of this Development approval and any other relevant approval issued by Council. Note: <i>Council does not require the submission of an Operational works development application for work that is nominated as Accepted development where the works comply with the nominated requirements for Accepted development and are certified by a RPEQ.</i>	Prior to the commencement of the use

Council Reference: 522.2021.256.1

NO.	CONDITION	TIMING
CONSTRUCTION MANAGEMENT		
17.	<p>Unless otherwise approved in writing by the Assessment Manager, ensure no audible noise from work is made:</p> <ul style="list-style-type: none"> a. on a business day or Saturday, before 6:30am or after 6:30pm b. on any other day, at any time. 	At all times during construction
EARTHWORKS		
18.	<p>Carry out all earthworks in accordance with the approved plans, the applicable Planning scheme codes, and the Planning scheme policy for development works.</p> <p>Note: <i>Earthworks that comply with the applicable requirements for accepted development do not require the submission of an Operational works development application.</i></p> <p><i>Where the applicable requirements for accepted development are not met, an Operational works development application must be submitted to Assessment Manager.</i></p>	At all times
EROSION AND SEDIMENT CONTROL		
19.	<p>Prepare and implement an Erosion and sediment control (ESC) management plan for the site in accordance with the Environment Protection Agency's (EPA – Guideline – <i>EPA Best Practice Urban Stormwater Management</i> – Erosion and Sediment Control and International Erosion Control Association's (IECA) – <i>Best Practice Erosion and Sediment Control</i>, and the <i>Queensland Urban Drainage Manual (QUDM)</i>.</p>	Prior to site work commencing and at all times during construction
STORMWATER		
20.	<p>Carry out all stormwater drainage work in accordance with the Stormwater Management Plan prepared by Empire Engineering May 2021 and the applicable Planning Scheme Codes and Planning Scheme Policy for Development Works.</p>	Prior to the commencement of the use and then to be maintained
WATER		
21.	<p>Provide a metered water service, and internal infrastructure as required, to satisfy the firefighting and water supply demands of the development.</p> <p>Note: <i>Water infrastructure must be designed by an appropriately qualified hydraulic consultant to assess the suitability of the</i></p>	Prior to the commencement of the use and then to be maintained

Council Reference: 522.2021.256.1

NO.	CONDITION	TIMING
	<i>water supply system to cater for the proposed development, including firefighting requirements in accordance with AS2419 – Fire hydrant installation.</i>	
	SEWERAGE	
22.	<p>Provide a reticulated sewerage service in accordance with the applicable Planning scheme codes and Planning scheme policy for development works.</p> <p>All work to Council's sewerage infrastructure must be carried out in accordance with an Operational works approval.</p> <p>Note: Submission of the detail design must form part of an Operational works application.</p>	Prior to the commencement of use
ROADWORKS, ACCESS, AND CAR PARKING		
23.	<p>Design and construct off-street car parking, access, and manoeuvring areas in accordance with the Approved plans, applicable Planning scheme codes, and the Planning scheme policy for development work.</p> <p>Car parking, access, and manoeuvring areas must:</p> <ol style="list-style-type: none"> a. provide a minimum of 51 parking spaces b. be designed and constructed in accordance with AS2890 Parking facilities – off-street car parking c. provide parking spaces for people with a disability in accordance with the Building Code of Australia and AS2890.6 Off-street parking for people with disabilities d. provide on-site loading, unloading, and manoeuvring for all necessary service vehicles e. allow all design vehicles to enter and exit the site in a forward gear f. be constructed and sealed with concrete, pavers or asphalt g. be signed and delineated in accordance with the Queensland manual of uniform traffic control devices h. allow for the provision of fill and/or boundary retaining walls and the containment and management of site stormwater drainage i. be drained to a legal point of discharge <p>Note: <i>Where there is any conflict between the Approved plans and the Planning Scheme provisions, the Approved plans prevail.</i></p>	Prior to the commencement of use and then to be maintained
24.	Repair any damaged kerb and channel, footpath, or road (including removal of concrete slurry from footpath, roads, kerb and channel, and stormwater gullies and drainlines) and reinstate existing traffic signs and pavement markings that	Prior to the commencement of the use

Council Reference: 522.2021.256.1

NO.	CONDITION	TIMING
	have been removed or damaged during any works carried out in association with the approved development.	
	PEDESTRIAN AND CYCLIST PATHS	
25.	<p>Provide pedestrian pathways and cyclist facilities in accordance with the Planning scheme policy for development works.</p> <p>Note: <i>Submission of the detail design must form part of an Operational works application.</i></p>	Prior to the commencement of the use
EASEMENTS		
26.	<p>Lodge to the State (Titles office) for registration the following easements:</p> <ol style="list-style-type: none"> a. a stormwater drainage easement having a minimum width as determined by the Assessment Manager, to the benefit of Council that includes: <ol style="list-style-type: none"> i. all stormwater overland flow paths traversing the land ii. Q100 ARI (plus climate change) stormwater overland flow paths traversing the site iii. Any stormwater main existing or proposed to traverse the land located within the easement and a minimum of one (1) metre from the easement boundary iv. All Q100 ARI (plus climate change) stormwater overland flow paths downstream of the land to an agreed lawful point of discharge b. a sewerage easement having a minimum width of three (3) metres to the benefit of Council that includes any sewerage main existing or proposed traversing the land located within the easement and a minimum of one (1) metre from the easement boundary 	Prior to the commencement of the use
27.	Submit draft easement documentation to the Assessment Manager for endorsement.	Prior to the commencement of the use

Council Reference: 522.2021.256.1

PART 1B – ADVICE NOTES

NO.	ADVICE	TIMING
	INFRASTRUCTURE CHARGES	
	Infrastructure charges notice (331.2021.1301.1) applicable to the development is attached to this Development approval.	At all times
	ENVIRONMENTAL HARM	
	The <i>Environmental Protection Act 1994</i> states that a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm. Environmental harm includes environmental nuisance. In this regard persons and entities, involved in the civil, earthworks, construction, and operational phases of this development, are to adhere to their 'general environmental duty' to minimise the risk of causing environmental harm. Environmental harm is defined by the Act as any adverse effect, or potential adverse effect whether temporary or permanent and of whatever magnitude, duration or frequency on an environmental value and includes environmental nuisance. Therefore, no person should cause any interference with the environment or amenity of the area by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, wastewater, waste products, grit, sediment, oil, or otherwise, or cause hazards likely in the opinion of the administering authority to cause undue disturbance or annoyance to persons or affect property not connected with the use.	At all times
	WATER AND SEWERAGE	
	Connection to water or sewer infrastructure is subject to further approvals. For further information about these requirements, please contact Council's Water Services section on 1300 883 699. No plumbing and drainage works are to commence prior to the issuing of the Plumbing and Drainage Approval by the Council.	Prior to commencement of the use

Council Reference: 522.2021.256.1

SCHEDULE 2 – PA EXTRACT ON APPEAL RIGHTS

CHAPTER 6, PART 1 APPEAL RIGHTS

229 Appeals to tribunal or P&E Court

- (1) Schedule 1 states—
 - (a) matters that may be appealed to—
 - (i) either a tribunal or the P&E Court; or
 - (ii) only a tribunal; or
 - (iii) only the P&E Court; and
 - (b) the person—
 - (i) who may appeal a matter (the appellant); and
 - (ii) who is a respondent in an appeal of the matter; and
 - (iii) who is a co-respondent in an appeal of the matter; and
 - (iv) who may elect to be a co-respondent in an appeal of the matter.
- (2) An appellant may start an appeal within the appeal period.
- (3) The **appeal period** is—
 - (a) for an appeal by a building advisory agency—10 business days after a decision notice for the decision is given to the agency; or
 - (b) for an appeal against a deemed refusal—at any time after the deemed refusal happens; or
 - (c) for an appeal against a decision of the Minister, under chapter 7, part 4, to register premises or to renew the registration of premises—20 business days after a notice is published under section 269(3)(a) or (4); or
 - (d) for an appeal against an infrastructure charges notice—20 business days after the infrastructure charges notice is given to the person; or
 - (e) for an appeal about a deemed approval of a development application for which a decision notice has not been given—30 business days after the applicant gives the deemed approval notice to the assessment manager; or
 - (f) for any other appeal—20 business days after a notice of the decision for the matter, including an enforcement notice, is given to the person.

Note — See the P&E Court Act for the court's power to extend the appeal period.
- (4) Each respondent and co-respondent for an appeal may be heard in the appeal.
- (5) If an appeal is only about a referral agency's response, the assessment manager may apply to the tribunal or P&E Court to withdraw from the appeal.
- (6) To remove any doubt, it is declared that an appeal against an infrastructure charges notice must not be about—
 - (a) the adopted charge itself; or
 - (b) for a decision about an offset or refund—
 - (i) the establishment cost of trunk infrastructure identified in a LGIP; or
 - (ii) the cost of infrastructure decided using the method included in the local government's charges resolution.

230 Notice of appeal

- (1) An appellant starts an appeal by lodging, with the registrar of the tribunal or P&E Court, a notice of appeal that—
 - (a) is in the approved form; and
 - (b) succinctly states the grounds of the appeal.
- (2) The notice of appeal must be accompanied by the required fee.
- (3) The appellant or, for an appeal to a tribunal, the registrar must, within the service period, give a copy of the notice of appeal to—

Decision Notice – Section 63 of the *Planning Act 2016*

Page 12 of 16

Council Reference: 522.2021.256.1

- (a) the respondent for the appeal; and
 - (b) each co-respondent for the appeal; and
 - (c) for an appeal about a development application under schedule 1, table 1, item 1—each principal submitter for the development application; and
 - (d) for an appeal about a change application under schedule 1, table 1, item 2—each principal submitter for the change application; and
 - (e) each person who may elect to become a co-respondent for the appeal, other than an eligible submitter who is not a principal submitter in an appeal under paragraph (c) or (d); and
 - (f) for an appeal to the P&E Court—the chief executive; and
 - (g) for an appeal to a tribunal under another Act—any other person who the registrar considers appropriate.
- (4) The **service period** is—
- (a) if a submitter or advice agency started the appeal in the P&E Court—2 business days after the appeal is started; or
 - (b) otherwise—10 business days after the appeal is started.
- (5) A notice of appeal given to a person who may elect to be a co-respondent must state the effect of subsection (6).
- (6) A person elects to be a co-respondent by filing a notice of election, in the approved form, within 10 business days after the notice of appeal is given to the person.

SCHEDULE 1 APPEALS

1 Appeal rights and parties to appeals

- (1) Table 1 states the matters that may be appealed to—
- (a) the P&E court; or
 - (b) a tribunal.
- (2) However, table 1 applies to a tribunal only if the matter involves—
- (a) the refusal, or deemed refusal of a development application, for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (b) a provision of a development approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (c) if a development permit was applied for—the decision to give a preliminary approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (d) a development condition if—
 - (i) the development approval is only for a material change of use that involves the use of a building classified under the Building Code as a class 2 building; and
 - (ii) the building is, or is proposed to be, not more than 3 storeys; and
 - (iii) the proposed development is for not more than 60 sole-occupancy units; or
 - (e) a decision for, or a deemed refusal of, an extension application for a development approval that is only for a material change of use of a classified building; or
 - (f) a decision for, or a deemed refusal of, a change application for a development approval that is only for a material change of use of a classified building; or
 - (g) a matter under this Act, to the extent the matter relates to—
 - (i) the Building Act, other than a matter under that Act that may or must be decided by the Queensland Building and Construction Commission; or
 - (ii) the Plumbing and Drainage Act, part 4 or 5; or

Decision Notice – Section 63 of the *Planning Act 2016*

Page 13 of 16

Council Reference: 522.2021.256.1

- (h) a decision to give an enforcement notice in relation to a matter under paragraphs (a) to (g); or
 - (i) a decision to give an infrastructure charges notice; or
 - (j) the refusal, or deemed refusal, of a conversion application; or
 - (k) a matter that, under another Act, may be appealed to the tribunal; or
 - (l) a matter prescribed by regulation.
- (3) Also, table 1 does not apply to a tribunal if the matter involves—
- (a) for a matter in subsection (2)(a) to (d)—
 - (i) a development approval for which the development application required impact assessment; and
 - (ii) a development approval in relation to which the assessment manager received a properly made submission for the development application; or
 - (b) a provision of a development approval about the identification or inclusion, under a variation approval, of a matter for the development.
- (4) Table 2 states the matters that may be appealed only to the P&E Court.
- (5) Table 3 states the matters that may be appealed only to the tribunal.
- (6) In each table—
- (a) column 1 states the appellant in the appeal; and
 - (b) column 2 states the respondent in the appeal; and
 - (c) column 3 states the co-respondent (if any) in the appeal; and
 - (d) column 4 states the co-respondents by election (if any) in the appeal.
- (7) If the chief executive receives a notice of appeal under section 230(3)(f), the chief executive may elect to be a co-respondent in the appeal.

Extract of Schedule 1 of the Planning Act 2016

Table 1 Appeals to the P&E Court and, for certain matters, to a tribunal			
1. Development applications An appeal may be made against—			
(a) the refusal of all or part of the development application; or			
(b) the deemed refusal of the development application; or			
(c) a provision of the development approval; or			
(d) if a development permit was applied for—the decision to give a preliminary approval.			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
The applicant	The assessment manager	If the appeal is about a concurrence agency's referral response—the concurrence agency	1 A concurrence agency that is not a co-respondent 2 If a chosen assessment manager is the respondent—the prescribed assessment manager 3 Any eligible advice agency for the application 4 Any eligible submitter for the application

Council Reference: 522.2021.256.1

Table 2 Appeals to the P&E Court only			
<p>2. Eligible submitter appeals</p> <p>An appeal may be made against the decision to give a development approval, or an approval for a change application, to the extent that the decision relates to—</p> <p>(a) any part of the development application for the development approval that required impact assessment; or</p> <p>(b) a variation request.</p>			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
<p>1 For a development application—an eligible submitter for the development application</p> <p>2 For a change application—an eligible submitter for the change application</p>	<p>1 For a development application—the assessment manager</p> <p>2 For a change application—the responsible entity</p>	<p>1 The applicant</p> <p>2 If the appeal is about a concurrence agency's referral response—the concurrence agency</p>	<p>Another eligible submitter for the application</p>
<p>3. Eligible submitter and eligible advice agency appeals</p> <p>An appeal may be made against a provision of a development approval, or failure to include a provision in the development approval, to the extent the matter relates to—</p> <p>(a) any part of the development application or the change application, for the development approval, that required impact assessment; or</p> <p>(b) a variation request.</p>			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
<p>1 For a development application—an eligible submitter for the development application</p> <p>2 For a change application—an eligible submitter for the change application</p> <p>3 An eligible advice agency for the development application or change application</p>	<p>1 For a development application—the assessment manager</p> <p>2 For a change application—the responsible entity</p>	<p>1 The applicant</p> <p>2 If the appeal is about a concurrence agency's referral response—the concurrence agency</p>	<p>Another eligible submitter for the application</p>

Note:

Attached is a Rights of Appeal Waiver form (Schedule 3). Please complete and return this form if you are satisfied with the approval and agree to the conditions contained therein and you wish to waive the 20 day appeal period available under the *Planning Act 2016*

Council Reference: 522.2021.256.1

SCHEDULE 3 – RIGHT OF APPEAL WAIVER



Mail To: Bundaberg Regional Council
Email Address: development@bundaberg.qld.gov.au
Attention: Development Assessment

RE:
Council reference: 522.2021.256.1
Property Address: 20 Johanna Boulevard, Kensington; land described as Lot 6 on RP867438

This advice is to confirm that I/We have received the above approval and agree to the conditions contained therein. I/We hereby waiver My/Our appeal rights available under the *Planning Act 2016*.

Applicant's Name: _____
Signature: _____
Date: _____

PROPOSED DEVELOPMENT

Lot 6 RP867438
 20 Johanna Boulevard, Kensington QLD 4670
 For Sydney Tools

PROJECT INFORMATION

Real Property Description: LOTS 6/8/13/38
 Site Area: 19029m²
 GFA: 2049m²
 Proposed Building Area: 1268 m²
 Proposed Uncovered Impervious Area: 1228 m²
 Existing Uncovered Impervious Area: 1122 m²
 Total Impervious Area: 2667 m²
 Car Spaces: 81 (incl. 20PMV)

SHEET LIST

NUMBER	REVISION	NAME
A0000	5	COVER
A0000	5	SITE PLAN
A0100	5	FLOOR PLANS
A0200	2	ELEVATIONS

GENERAL NOTES

1. These drawings are intended for use for obtaining Pricing
2. Do not scale drawings. All dimensions are in millimetres unless specifically noted otherwise. All wall thickness and dimensions to the integral wall structure - i.e. brick, block, concrete or slabwork, excluding kerbs and related finishes.
3. Materials and patterns are graphic representations only, and do not pertain to the construction program of the materials indicated.
4. The finished lot and application drawings are general colour print-outs of works and materials to be used. It remains the responsibility of the Builder to provide a finishing which is complete and complies with all relevant building codes and standards.
5. Sections of fixtures and finishes are specifically noted in these documents and to be determined by the owner.

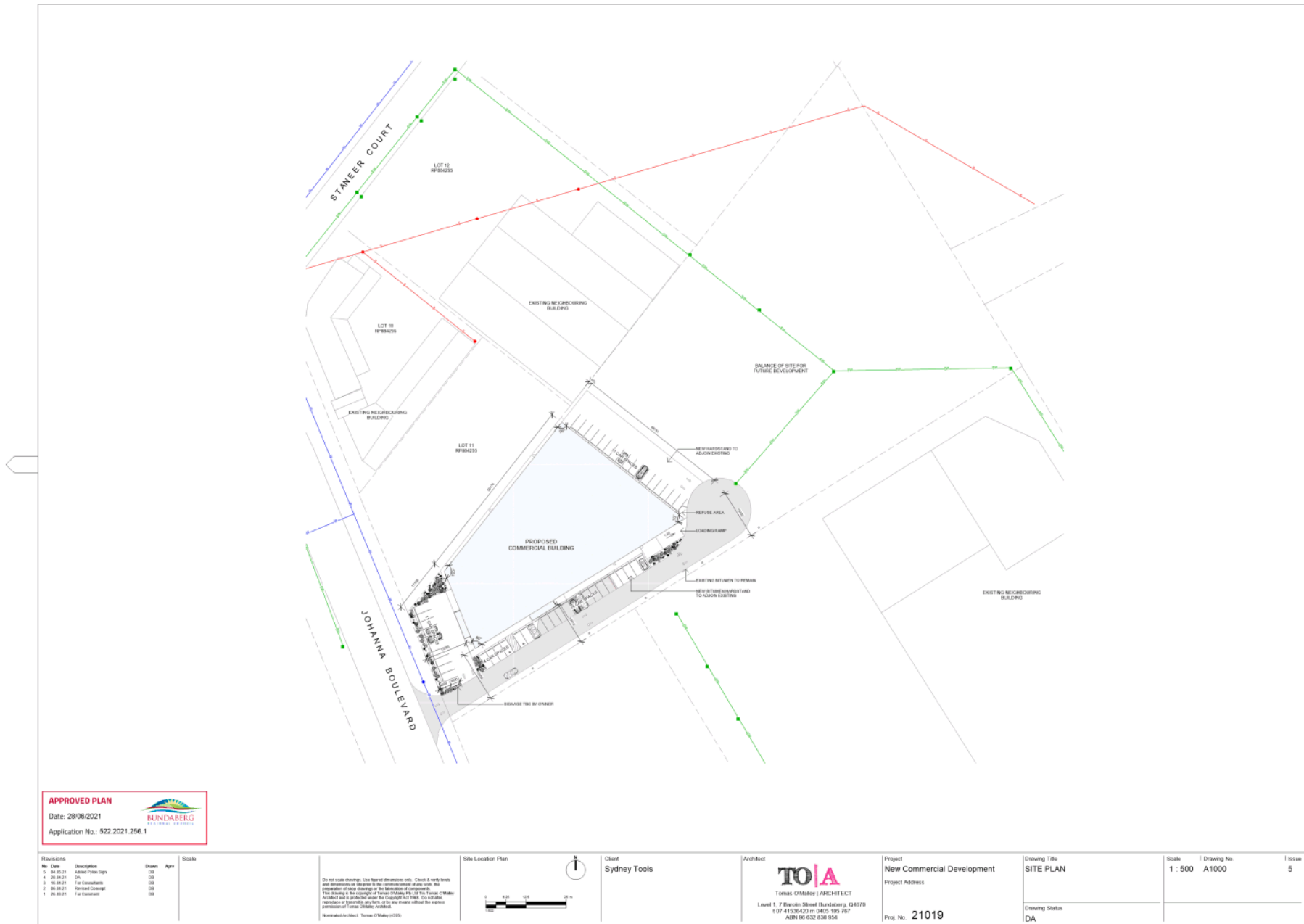


APPROVED PLAN
 Date: 28/06/2021
 Application No.: 522.2021.256.1



No.	Date	Description	Drawn	Appr.	Scale
5	28.06.21	Issue for sign	DA		
4	28.06.21	Final Concept	DA		
3	28.06.21	Final Concept	DA		
2	28.06.21	Final Concept	DA		
1	28.06.21	Final Concept	DA		

Site Location Plan
 Client: Sydney Tools
 Architect: **TO|A** Thomas O'Malley | ARCHITECT
 [Level 1, 7 Darokin Street, Bundaberg, Q4670
 1 07 41538420 or 0405 105 767
 AIN 06 6522 820 824]
 Project: New Commercial Development
 Drawing Title: COVER
 Scale: 1
 Drawing No.: A0000
 Issue: 5
 Drawing Status: DA
 Proj. No.: 21019

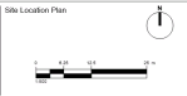


APPROVED PLAN
 Date: 28/06/2021
 Application No: 522.2021.256.1



Revisions	No	Date	Description	Drawn	Appr	Scale
	0	28.06.21	Initial Plan	DA		
	1	28.06.21	DA	DA		
	2	28.06.21	Revised Concept	DA		
	3	28.06.21	Final Concept	DA		

Do not scale drawings. Use typical dimensions only. Check & verify levels and dimensions on site prior to the commencement of works. The preparation of this drawing is the obligation of the client. The client is to be responsible for the accuracy of the information provided. The client is to be responsible for the accuracy of the information provided. The client is to be responsible for the accuracy of the information provided.



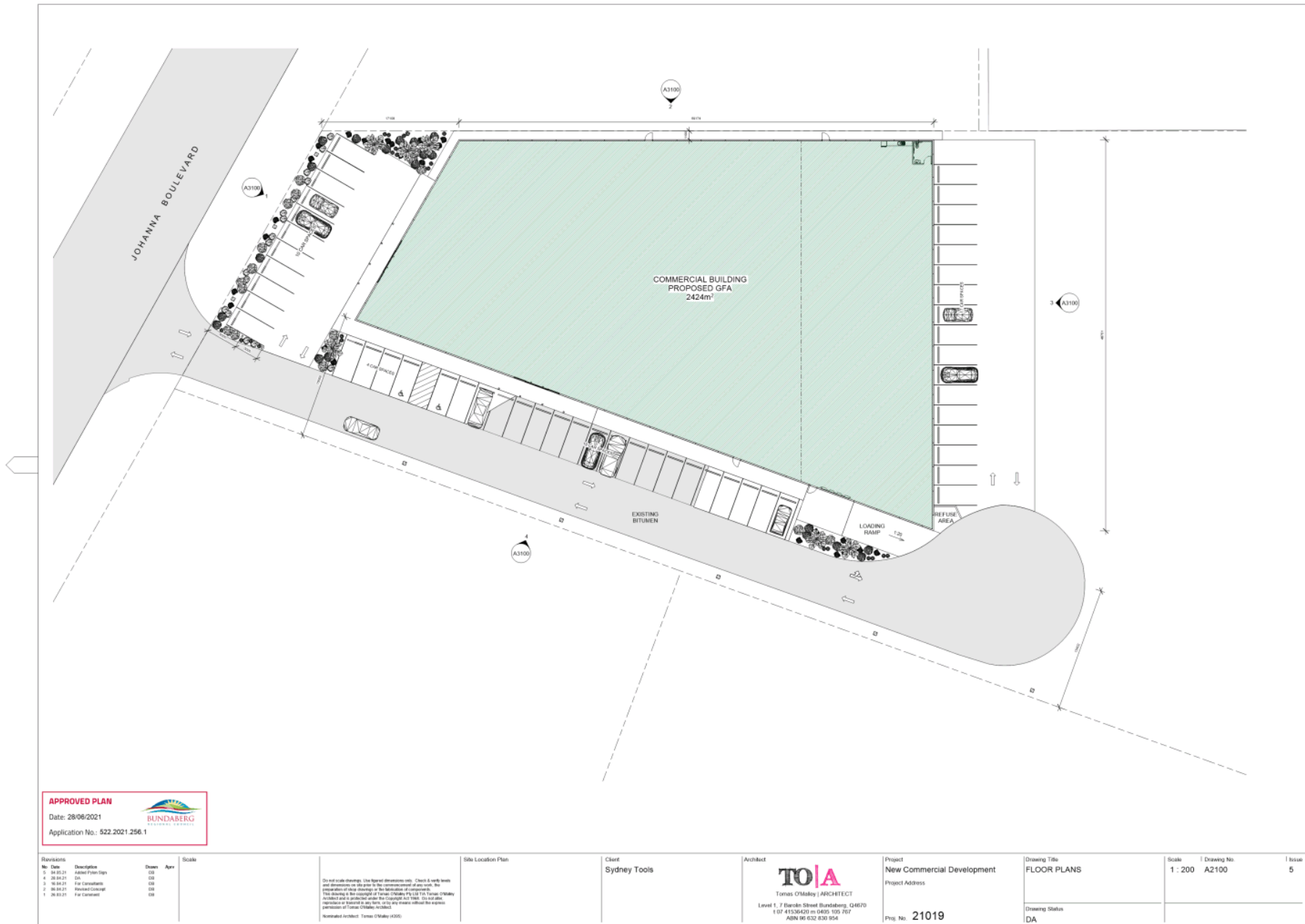
Client
 Sydney Tools

Architect
TO|A
 Tomas O'Malley | ARCHITECT
 Level 1, 7 Darokin Street, Bundaberg, QLD 4670
 1 07 41538420 or 0405 105 767
 ABN 60 652 830 854

Project
 New Commercial Development
 Project Address
 Proj. No: **21019**

Drawing Title
SITE PLAN
 Drawing Status
 DA

Scale | Drawing No | Issue
 1 : 500 | A1000 | 5



APPROVED PLAN
 Date: 28/06/2021
 Application No: 522.2021.256.1

Revisions	No	Date	Description	Drawn	Appr	Scale
	0	28.06.21	Initial Floor Plan	OK		
	1	28.06.21	DA	OK		
	2	28.06.21	Final Concept	OK		
	3	28.06.21	Revised Concept	OK		
	4	28.06.21	Final Concept	OK		

Site Location Plan
 Client: Sydney Tools
 Architect: **TO|A** Thomas O'Malley | ARCHITECT
 Level 1, 7 Darokin Street Bundaberg, Q4670
 1 07 41538420 or 0405 105 767
 A/NM 00 6522 830 9554
 Project: New Commercial Development
 Project Address:
 Drawing Title: FLOOR PLANS
 Drawing Status: DA
 Scale: 1 : 200
 Drawing No: A2100
 Issue: 5



APPROVED PLAN
 Date: 28/06/2021
 Application No.: 522.2021.256.1

Revisions	Site Location Plan	Client	Architect	Project	Drawing Title	Scale	Drawing No.	Issue												
<table border="1"> <thead> <tr> <th>No.</th> <th>Date</th> <th>Description</th> <th>Drawn</th> <th>Appr.</th> <th>Scale</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>28.06.21</td> <td>Added From Sign</td> <td>DA</td> <td>DA</td> <td>1:200</td> </tr> </tbody> </table>	No.	Date	Description	Drawn	Appr.	Scale	1	28.06.21	Added From Sign	DA	DA	1:200	<p>Do not scale drawings. Use formal dimensions only. Check & verify levels and dimensions on site prior to the commencement of works. The reproduction of these drawings or the fabrication of components from them without the written consent of the Architect is prohibited. The drawings are the intellectual property of the Architect. Any use, reproduction or alteration in any form, or any reuse without the express permission of the Architect is prohibited.</p> <p>Nominated Architect: Thomas O'Malley (4390)</p>	Sydney Tools	<p>TO A Thomas O'Malley ARCHITECT Level 1, 7 Darokin Street, Bundaberg, Q4670 1107 41530420 or 9405 155 767 ABN 48 652 839 954</p>	New Commercial Development Project Address Proj. No. 21019	ELEVATIONS	1:200	A3100	2
No.	Date	Description	Drawn	Appr.	Scale															
1	28.06.21	Added From Sign	DA	DA	1:200															
					Drawing Status DA															



PO Box 3130
Bundaberg QLD 4670
E ceo@bundaberg.qld.gov.au
ABN 72 427 835 198

11 March 2022

Bayswater Holding Pty Ltd
C/- Insite SJC
via email: shane@insitesjc.com.au

Attention: Shane Booth

Dear Mr Booth

RE: – Change Application for Change Other (Hardware and Trade Supplies and Showroom) at 18 & 20 Johanna Boulevard, Kensington; land described as Lot 11 on RP884295 and Lot 6 on RP867438;

Thank you for your Change Application for Change Other (Hardware and Trade Supplies and Showroom) at 18 & 20 Johanna Boulevard, Kensington; land described as Lot 11 on RP884295 and Lot 6 on RP867438 lodged with Council on 20 December 2021.

Please find attached the Decision Notice for the above-mentioned Change Application.

Please quote Council's application number: 526.2021.309.1 in all subsequent correspondence relating to this development application. Should you require any clarification regarding this matter or wish to schedule a meeting, please contact Katrina Peardon on telephone 1300 883 699.

Yours sincerely

Richard
Jenner

Digitally signed by
Richard Jenner
Date: 2022.03.11
14:53:24 +10'00'

Michael Ellery
Group Manager Development

ENCL.

- **DECISION NOTICE – Change Application**
- **APPROVED PLANS**
- **INFRASTRUCTURE CHARGES NOTICE**

1300 883 699

bundaberg.qld.gov.au

Council Reference: 526.2021.309.1



(Given under section 83 of the Planning Act 2016)

Thank you for your Change Application made under section 78 of the *Planning Act 2016* received by the Bundaberg Regional Council on 20 December 2021 for the development approval dated 28 June 2021. Please be aware the Bundaberg Regional Council has assessed your application and decided it as follows:

1. Applicant's details

Name: Bayswater Holding Pty Ltd
C/- Insite SJC
Email: shane@insitesjc.com.au
Phone No.: 07 4151 6677

2. Location details

Street address: 18 & 20 Johanna Boulevard, Kensington
Real property description: Lot 11 on RP884295 and Lot 6 on RP867438
Local government area: Bundaberg Regional Council

3. Details of Original Approval

Material Change of Use for Hardware and Trade Supplies
Date of Approval: 28 June 2021
Application Number: 522.2021.256.1

4. Details of the proposed development

Development Permit for Change Application for Change Other (Hardware and Trade Supplies and Showroom)

5. Decision for change application

Decision details: The Bundaberg Regional Council has decided to:

- Make the change and amend existing conditions. Please refer to Schedule 1.

The changes agreed to are:

1. Section 5 – Approved Plans
2. Condition 6 – Use Specific
3. Condition 19 – Stormwater
4. Condition 22 – Roadworks, Access & Car Parking

Decision Notice – Section 73 of the *Planning Act 2016*

Page 2 of 17

Council Reference: 526.2021.309.1

5. Condition 23 – Roadworks, Access & Car Parking
6. Condition 26 – Pedestrian & Cyclist Paths
7. Condition 27 – Easements
8. Condition 29 – Amalgamation
9. Advice Note 1 – Infrastructure Charges

6. Conditions about infrastructure

The following conditions about infrastructure have been imposed under Chapter 4 of the *Planning Act 2016*:

Condition/s	Provision under which the condition was imposed
22, 23, 26	Section 145 – Non-trunk Infrastructure
N/A	Section 128 – Trunk Infrastructure

7. Rights of appeal

The rights of applicants to appeal to a tribunal or the Planning and Environment Court against decisions about a development application are set out in chapter 6, part 1 of the *Planning Act 2016*. For particular applications, there may also be a right to make an application for a declaration by a tribunal (see chapter 6, part 2 of the *Planning Act 2016*).

A copy of the relevant appeal provisions are included in [Schedule 2](#).

This Decision Notice includes change approved on 10 March 2022.
Changes are in ***bold italics***.



Decision Notice — Approval (with conditions)

(Given under section 63 of the Planning Act 2016)

Thank you for your development application detailed below which was properly made on 26 May 2021. Please be aware that Bundaberg Regional Council has assessed your application and decided it as follows:

1. Applicant's details

Name: Bayswater Holding Pty Ltd
C/- Insite SJC
Email: shane@insitesjc.com.au
Phone No.: 4151 6677

2. Location details

Street address: 20 Johanna Boulevard, Kensington
Real property description: Lot 6 on RP867438
Local government area: Bundaberg Regional Council

3. Details of the proposed development

Development Permit for Material Change of Use for Hardware and Trade Supplies ***and Showroom***

4. Decision

Decision details: Approved in full with conditions. These conditions are set out in Schedule 1 and are clearly identified to indicate whether the assessment manager or a concurrence agency imposed them.

The following approvals are given:

	Planning Regulation 2017 reference	Development Permit	Preliminary Approval
Development assessable under the planning scheme, a temporary local planning instrument, a master plan or a preliminary approval which includes a variation approval		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Council Reference: 526.2021.309.1

5. Approved plans and specifications

Copies of the following plans, specifications and/or drawings are enclosed.

Drawing/report title	Prepared by	Date	Reference no.	Issue
Aspect of development: Material Change of Use				
<i>Cover</i>	<i>Tomas O'Malley Architect</i>	<i>14.09.21</i>	<i>A0000</i>	<i>9</i>
<i>Site Plan</i>	<i>Tomas O'Malley Architect</i>	<i>14.09.21</i>	<i>A1000</i>	<i>9</i>
<i>Area Plans</i>	<i>Tomas O'Malley Architect</i>	<i>14.09.21</i>	<i>A1200</i>	<i>2</i>
<i>Floor Plan</i>	<i>Tomas O'Malley Architect</i>	<i>14.09.21</i>	<i>A2100</i>	<i>9</i>
<i>Floor Plan</i>	<i>Tomas O'Malley Architect</i>	<i>14.09.21</i>	<i>A2101</i>	<i>2</i>
<i>Elevations</i>	<i>Tomas O'Malley Architect</i>	<i>14.09.21</i>	<i>A3100</i>	<i>6</i>

6. Conditions

This approval is subject to the conditions in Schedule 1. These conditions are clearly identified to indicate whether the assessment manager or concurrence agency imposed them.

7. Further development permits

Please be advised that the following development permits are required to be obtained before the development can be carried out:

- All Building Work
- All Plumbing and Drainage Work
- All Operational Work

8. Properly made submissions

Not applicable — No part of the application required public notification.

9. Referral agencies for the application

Not applicable

10. Currency period for the approval

This development approval will lapse at the end of the period set out in section 85 of *Planning Act 2016*.

11. Agreements under Section 49(4)(b) or 66(2)(b) or (c) of the Planning Act 2016

There are no agreements about these matters.

12. Conditions about infrastructure

The following conditions about infrastructure have been imposed under Chapter 4 of the *Planning Act 2016*:

Decision Notice – Section 73 of the *Planning Act 2016*

Page 5 of 17

Council Reference: 526.2021.309.1

Condition/s	Provision under which the condition was imposed
22, 23, 26	Section 145 – Non-trunk Infrastructure
N/A	Section 128 – Trunk Infrastructure

13. Rights of appeal

The rights of applicants to appeal to a tribunal or the Planning and Environment Court against decisions about a development application are set out in Chapter 6, Part 1 of the *Planning Act 2016*. For particular applications, there may also be a right to make an application for a declaration by a tribunal (see Chapter 6, Part 2 of the *Planning Act 2016*).

Appeal by an applicant

An applicant for a development application may appeal to the Planning and Environment Court against the following:

- the refusal of all or part of the development application
- a provision of the development approval
- the decision to give a preliminary approval when a development permit was applied for
- a deemed refusal of the development application.

An applicant may also have a right to appeal to the Development tribunal. For more information, see Schedule 1 of the *Planning Act 2016*.

Appeal by a submitter

A submitter for a development application may appeal to the Planning and Environment Court against:

- any part of the development application for the development approval that required impact assessment
- a variation request.

The timeframes for starting an appeal in the Planning and Environment Court are set out in Section 229 of the *Planning Act 2016*.

Schedule 2 is an extract from the *Planning Act 2016* that sets down the applicant's appeal rights and the appeal rights of a submitter.

PART 1A – CONDITIONS IMPOSED BY THE ASSESSMENT MANAGER

NO.	CONDITION	TIMING
GENERAL		
1.	Comply with all conditions of this development approval prior to the commencement of the use and maintain compliance whilst the use continues.	As indicated
2.	Where there is any conflict between the conditions of this Development approval and details shown on the Approved plans, the conditions prevail.	At all times
3.	The full cost of all work and any other requirements associated with this development must be met by the developer, unless specified in a particular condition or Infrastructure agreement.	At all times
USE SPECIFIC		
5.	During operating hours, all parking, pedestrian areas, and entrances/exits must be well lit with vandal resistant lighting and with intensities to satisfy the requirements of AS1158 – Public lighting code.	Prior to the commencement of the use and then to be maintained
6.	<i>Provide fourteen (14) secure bicycle parking spaces for customers. Customer bicycle parking must be located in a visible area close to the entrance of each building.</i>	<i>Prior to the commencement of the use and then to be maintained</i>
BUILDING WORK ASSOCIATED WITH THE MCU		
6.	Ensure all assessable building work is carried out in accordance with a valid Building development approval.	Prior to the commencement of work
7.	Ensure all external finishes, including façade treatments and materials, are in accordance with the Approved plans.	Prior to the issue of a Certificate of classification and then to be maintained
AMENITY		
LIGHTING		
8.	Design and install all external lighting in accordance with AS4282 – Control of the obtrusive effects of outdoor lighting so as not to cause nuisance to residents or obstruct or distract pedestrian or vehicular traffic.	Prior to the commencement of the use and then to be maintained
SCREENING OF PLANT AND SERVICES		
9.	Install and maintain suitable screening to all air conditioning, lift motor rooms, plant, service facilities, or similar equipment located on the rooftop or to an external face of the building.	Prior to the commencement of the use and

Council Reference: 526.2021.309.1

NO.	CONDITION	TIMING
	The screening structures must be constructed from materials that are consistent with materials used elsewhere on the building façade or as an architectural feature of and visually consistent with the profile of the building.	then to be maintained
LANDSCAPING		
10.	<p>Landscape the site in accordance with the approved plans. Landscaping must:</p> <ul style="list-style-type: none"> a. consist of permanent garden beds planted with trees and shrubs, with particular attention to the street frontage(s) of the site b. include species recognised for their tolerance for low water conditions c. be provided with a controlled underground or drip watering system. Any such system is to be fitted with an approved testable backflow prevention device <p>Note: Council does not require the submission of an Operational works development application for landscaping that is nominated as Accepted development where the works comply with the nominated requirements for Accepted development.</p>	Prior to the commencement of the use and then to be maintained
WASTE MANAGEMENT		
11.	<p>Provide an impervious bin storage area (bin enclosure) for the storage of refuse bins in accordance with the following:</p> <ul style="list-style-type: none"> a. designed so as to prevent the release of contaminants into the environment b. sufficiently sized to accommodate all refuse bins required by the Assessment Manager for the scale of the development c. screened from the road frontage or other public space, and adjoin properties by landscaping or constructed screening d. a suitable hose cock (with backflow prevention) and hoses must be provided at the bin storage area, and wash down to be drained to the sewer and fitted with an approved stormwater diversion valve arrangement e. must be maintained in a clean and sanitary manner 	Prior to the commencement of the use and then to be maintained
12.	Maintain and operate an adequate waste disposal service, including the maintenance of refuse bins and associated storage areas so as not to cause an environmental nuisance.	At all times
SIGNAGE		
13.	Ensure all Operational Works for advertising devices that is Accepted development complies with the nominated assessment benchmarks or a Development application for Operational Work is submitted to and approved by Council.	At all times

Council Reference: 526.2021.309.1

NO.	CONDITION	TIMING
OPERATIONAL WORK ASSOCIATED WITH THE MCU		
14.	<p>Ensure all Operational work that is Accepted development complies with the nominated assessment benchmarks or a Development application for Operational work is submitted to and approved by Council.</p> <p>Note: Where Accepted development does not comply with a nominated requirement for accepted development, a Development application for Operational work must be submitted to Council.</p>	Prior to the commencement of work
15.	<p>Provide certification from a Registered Professional Engineer of Queensland (RPEQ) that any operational work that is Accepted development has been designed and constructed in accordance with the conditions of this Development approval and any other relevant approval issued by Council.</p> <p>Note: Council does not require the submission of an Operational works development application for work that is nominated as Accepted development where the works comply with the nominated requirements for Accepted development and are certified by a RPEQ.</p>	Prior to the commencement of the use
CONSTRUCTION MANAGEMENT		
16.	<p>Unless otherwise approved in writing by the Assessment Manager, ensure no audible noise from work is made:</p> <p>a. on a business day or Saturday, before 6:30am or after 6:30pm</p> <p>b. on any other day, at any time.</p>	At all times during construction
EARTHWORKS		
17.	<p>Carry out all earthworks in accordance with the approved plans, the applicable Planning scheme codes, and the Planning scheme policy for development works.</p> <p>Note: Earthworks that comply with the applicable requirements for accepted development do not require the submission of an Operational works development application. Where the applicable requirements for accepted development are not met, an Operational works development application must be submitted to Assessment Manager.</p>	At all times
EROSION AND SEDIMENT CONTROL		
18.	<p>Prepare and implement an Erosion and sediment control (ESC) management plan for the site in accordance with the Environment Protection Agency's (EPA – Guideline – EPA Best Practice Urban Stormwater Management – Erosion and Sediment Control and International Erosion Control</p>	Prior to site work commencing and at all times during construction

Decision Notice – Section 73 of the *Planning Act 2016*

Page 9 of 17

Council Reference: 526.2021.309.1

NO.	CONDITION	TIMING
	Association's (IECA) – Best Practice Erosion and Sediment Control, and the Queensland Urban Drainage Manual (QUDM).	
STORMWATER		
19.	Carry out all stormwater drainage work in accordance with the Stormwater Management Plan prepared by Empire Engineering (CC-6160, December 2021, Rev B). Note: Detailed design of the Stormwater Management works must form part of an operational works application.	Prior to the commencement of the use and then to be maintained
WATER		
20.	Provide a metered water service, and internal infrastructure as required, to satisfy the firefighting and water supply demands of the development. Note: Water infrastructure must be designed by an appropriately qualified hydraulic consultant to assess the suitability of the water supply system to cater for the proposed development, including firefighting requirements in accordance with AS2419 – Fire hydrant installation.	Prior to the commencement of the use and then to be maintained
SEWERAGE		
21.	Provide a reticulated sewerage service in accordance with the applicable Planning scheme codes and Planning scheme policy for development works. All work to Council's sewerage infrastructure must be carried out in accordance with an Operational works approval. Note: Submission of the detail design must form part of an Operational works application.	Prior to the commencement of use
ROADWORKS, ACCESS, AND CAR PARKING		
22.	Design and construct off-street car parking, access, and manoeuvring areas in accordance with the Approved plans, applicable Planning scheme codes, and the Planning scheme policy for development work. Car parking, access, and manoeuvring areas must: a. provide a minimum of 117 parking spaces b. be designed and constructed in accordance with AS2890 Parking facilities – off-street car parking c. provide parking spaces for people with a disability in accordance with the Building Code of Australia and AS2890.6 Off-street parking for people with disabilities d. provide on-site loading, unloading, and manoeuvring for all necessary service vehicles, including: • Heavy Rigid Vehicle	Prior to the commencement of use and then to be maintained

Decision Notice – Section 73 of the Planning Act 2016

Page 10 of 17

Council Reference: 526.2021.309.1

NO.	CONDITION	TIMING
	<ul style="list-style-type: none"> • Refuse Collection Vehicle e. <i>allow all design vehicles to enter and exit the site in a forward gear</i> f. <i>be constructed and sealed with concrete or asphaltic concrete</i> g. <i>be signed and delineated in accordance with the Queensland manual of uniform traffic control devices</i> h. <i>allow for the provision of fill and/or boundary retaining walls and the containment and management of site stormwater drainage</i> i. <i>be drained to a legal point of discharge</i> j. <i>be available free of charge to staff and customers during operating hours</i> k. <i>Provide shade trees in car parking areas at a minimum ratio of one (1) tree for every six (6) parking spaces.</i> <p>Note: <i>Where there is any conflict between the Approved plans and the Planning Scheme provisions, the Approved plans prevail.</i></p>	
23.	<p>Construct a 6.0m wide concrete access to the carpark entrance on the western side of the Johanna Boulevard entry in accordance with Bundaberg Regional Council Standard Drawing R1011 and the Planning scheme policy for development works.</p> <p>Note: <i>Submission of the detail design must form part of an Operational works application.</i></p>	Prior to the commencement of use and then to be maintained
24.	Repair any damaged kerb and channel, footpath, or road (including removal of concrete slurry from footpath, roads, kerb and channel, and stormwater gullies and drainlines) and reinstate existing traffic signs and pavement markings that have been removed or damaged during any works carried out in association with the approved development.	Prior to the commencement of the use
25.	Remove all disused or redundant vehicular crossings, kerb drainage outlets, and footpath crossovers and reinstate kerb and channel, and footpaths as required.	Prior to the commencement of the use
PEDESTRIAN AND CYCLIST PATHS		
26.	<p>Provide pedestrian pathways and cyclist facilities in accordance with the Planning scheme policy for development works, including:</p> <ul style="list-style-type: none"> a. Kerb ramps at all access driveways <p>Note: <i>Submission of the detail design must form part of an Operational works application.</i></p>	Prior to the commencement of the use

Council Reference: 526.2021.309.1

NO.	CONDITION	TIMING
EASEMENTS		
27.	<p>Lodge to the State (Titles office) for registration the following easements:</p> <p>a. a sewerage easement having a minimum width of three (3) metres to the benefit of Council that includes any sewerage main existing or proposed traversing the land located within the easement and a minimum of one (1) metre from the easement boundary</p> <p>b. a drainage easement having a minimum width of 20m to the benefit of Council over the surface drainage paths connecting Easement A on RP179547 to Lot 58 on SP261904.</p> <p>c. a drainage easement having a minimum width of 7m to the benefit of Council located centrally over the existing surface drainage path connecting Easement B on RP867439 to Easement B on SP257945.</p>	Prior to the commencement of the use
28.	Submit draft easement documentation to the Assessment Manager for endorsement.	Prior to the commencement of the use
AMALGAMATION		
29.	Register a Plan of Survey with the State (Titles Office) that amalgamates all lots that form part of this development into a single lot.	Prior to the commencement of use or the submission of any Community management statement for approval

PART 1B – ADVICE NOTES

NO.	ADVICE	TIMING
INFRASTRUCTURE CHARGES		
1.	Amended Infrastructure charges notice (331.2021.1301.1) applicable to the development is attached to this Development approval.	At all times
ENVIRONMENTAL HARM		
2.	The Environmental Protection Act 1994 states that a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm. Environmental harm includes environmental nuisance. In this regard persons and entities, involved in the civil, earthworks, construction, and operational phases of this	At all times

Decision Notice – Section 73 of the Planning Act 2016

Page 12 of 17

Council Reference: 526.2021.309.1

NO.	ADVICE	TIMING
	<p>development, are to adhere to their 'general environmental duty' to minimise the risk of causing environmental harm. Environmental harm is defined by the Act as any adverse effect, or potential adverse effect whether temporary or permanent and of whatever magnitude, duration or frequency on an environmental value and includes environmental nuisance. Therefore, no person should cause any interference with the environment or amenity of the area by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, wastewater, waste products, grit, sediment, oil, or otherwise, or cause hazards likely in the opinion of the administering authority to cause undue disturbance or annoyance to persons or affect property no connected with the use.</p>	
WATER AND SEWERAGE		
3.	<p>Connection to water or sewer infrastructure is subject to further approvals. For further information about these requirements, please contact Council's Water Services section on 1300 883 699.</p> <p>No plumbing and drainage works are to commence prior to the issuing of the Plumbing and Drainage Approval by the Council.</p>	Prior to commencement of the use

Council Reference: 526.2021.309.1

SCHEDULE 2 – PA EXTRACT ON APPEAL RIGHTS

CHAPTER 6, PART 1 APPEAL RIGHTS

229 Appeals to tribunal or P&E Court

- (1) Schedule 1 states—
 - (a) matters that may be appealed to—
 - (i) either a tribunal or the P&E Court; or
 - (ii) only a tribunal; or
 - (iii) only the P&E Court; and
 - (b) the person—
 - (i) who may appeal a matter (the appellant); and
 - (ii) who is a respondent in an appeal of the matter; and
 - (iii) who is a co-respondent in an appeal of the matter; and
 - (iv) who may elect to be a co-respondent in an appeal of the matter.
- (2) An appellant may start an appeal within the appeal period.
- (3) The **appeal period** is—
 - (a) for an appeal by a building advisory agency—10 business days after a decision notice for the decision is given to the agency; or
 - (b) for an appeal against a deemed refusal—at any time after the deemed refusal happens; or
 - (c) for an appeal against a decision of the Minister, under chapter 7, part 4, to register premises or to renew the registration of premises—20 business days after a notice is published under section 269(3)(a) or (4); or
 - (d) for an appeal against an infrastructure charges notice—20 business days after the infrastructure charges notice is given to the person; or
 - (e) for an appeal about a deemed approval of a development application for which a decision notice has not been given—30 business days after the applicant gives the deemed approval notice to the assessment manager; or
 - (f) for any other appeal—20 business days after a notice of the decision for the matter, including an enforcement notice, is given to the person.

Note — See the P&E Court Act for the court's power to extend the appeal period.
- (4) Each respondent and co-respondent for an appeal may be heard in the appeal.
- (5) If an appeal is only about a referral agency's response, the assessment manager may apply to the tribunal or P&E Court to withdraw from the appeal.
- (6) To remove any doubt, it is declared that an appeal against an infrastructure charges notice must not be about—
 - (a) the adopted charge itself; or
 - (b) for a decision about an offset or refund—
 - (i) the establishment cost of trunk infrastructure identified in a LGIP; or
 - (ii) the cost of infrastructure decided using the method included in the local government's charges resolution.

230 Notice of appeal

- (1) An appellant starts an appeal by lodging, with the registrar of the tribunal or P&E Court, a notice of appeal that—
 - (a) is in the approved form; and
 - (b) succinctly states the grounds of the appeal.
- (2) The notice of appeal must be accompanied by the required fee.
- (3) The appellant or, for an appeal to a tribunal, the registrar must, within the service period, give a copy of the notice of appeal to—

Decision Notice – Section 73 of the *Planning Act 2016*

Page 14 of 17

Council Reference: 526.2021.309.1

- (a) the respondent for the appeal; and
 - (b) each co-respondent for the appeal; and
 - (c) for an appeal about a development application under schedule 1, table 1, item 1—each principal submitter for the development application; and
 - (d) for an appeal about a change application under schedule 1, table 1, item 2—each principal submitter for the change application; and
 - (e) each person who may elect to become a co-respondent for the appeal, other than an eligible submitter who is not a principal submitter in an appeal under paragraph (c) or (d); and
 - (f) for an appeal to the P&E Court—the chief executive; and
 - (g) for an appeal to a tribunal under another Act—any other person who the registrar considers appropriate.
- (4) The **service period** is—
- (a) if a submitter or advice agency started the appeal in the P&E Court—2 business days after the appeal is started; or
 - (b) otherwise—10 business days after the appeal is started.
- (5) A notice of appeal given to a person who may elect to be a co-respondent must state the effect of subsection (6).
- (6) A person elects to be a co-respondent by filing a notice of election, in the approved form, within 10 business days after the notice of appeal is given to the person.

SCHEDULE 1 APPEALS

1 Appeal rights and parties to appeals

- (1) Table 1 states the matters that may be appealed to—
- (a) the P&E court; or
 - (b) a tribunal.
- (2) However, table 1 applies to a tribunal only if the matter involves—
- (a) the refusal, or deemed refusal of a development application, for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (b) a provision of a development approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (c) if a development permit was applied for—the decision to give a preliminary approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (d) a development condition if—
 - (i) the development approval is only for a material change of use that involves the use of a building classified under the Building Code as a class 2 building; and
 - (ii) the building is, or is proposed to be, not more than 3 storeys; and
 - (iii) the proposed development is for not more than 60 sole-occupancy units; or
 - (e) a decision for, or a deemed refusal of, an extension application for a development approval that is only for a material change of use of a classified building; or
 - (f) a decision for, or a deemed refusal of, a change application for a development approval that is only for a material change of use of a classified building; or
 - (g) a matter under this Act, to the extent the matter relates to—
 - (i) the Building Act, other than a matter under that Act that may or must be decided by the Queensland Building and Construction Commission; or
 - (ii) the Plumbing and Drainage Act, part 4 or 5; or

Decision Notice – Section 73 of the *Planning Act 2016*

Page 15 of 17

Council Reference: 526.2021.309.1

- (h) a decision to give an enforcement notice in relation to a matter under paragraphs (a) to (g); or
 - (i) a decision to give an infrastructure charges notice; or
 - (j) the refusal, or deemed refusal, of a conversion application; or
 - (k) a matter that, under another Act, may be appealed to the tribunal; or
 - (l) a matter prescribed by regulation.
- (3) Also, table 1 does not apply to a tribunal if the matter involves—
- (a) for a matter in subsection (2)(a) to (d)—
 - (i) a development approval for which the development application required impact assessment; and
 - (ii) a development approval in relation to which the assessment manager received a properly made submission for the development application; or
 - (b) a provision of a development approval about the identification or inclusion, under a variation approval, of a matter for the development.
- (4) Table 2 states the matters that may be appealed only to the P&E Court.
- (5) Table 3 states the matters that may be appealed only to the tribunal.
- (6) In each table—
- (a) column 1 states the appellant in the appeal; and
 - (b) column 2 states the respondent in the appeal; and
 - (c) column 3 states the co-respondent (if any) in the appeal; and
 - (d) column 4 states the co-respondents by election (if any) in the appeal.
- (7) If the chief executive receives a notice of appeal under section 230(3)(f), the chief executive may elect to be a co-respondent in the appeal.

Extract of Schedule 1 of the Planning Act 2016

Table 1			
Appeals to the P&E Court and, for certain matters, to a tribunal			
2. Change applications An appeal may be made against— <ul style="list-style-type: none"> (a) a responsible entity's decision for a change application, other than a decision made by the P&E court; or (b) a deemed refusal of a change application. 			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
1 The applicant 2 If the responsible entity is the assessment manager—an affected entity that gave a pre-request notice or response notice	The responsible entity	If an affected entity starts the appeal—the applicant	1 A concurrence agency for the development Application 2 If a chosen assessment manager is the respondent—the prescribed assessment manager 3 A private certifier for the development application 4 Any eligible advice agency for the change application 5 Any eligible submitter for the change application

Note:

Attached is a Rights of Appeal Waiver form (Schedule 3). Please complete and return this form if you are satisfied with the approval and agree to the conditions contained therein and you wish to waive the 20 day appeal period available under the *Planning Act 2016*.

Council Reference: 526.2021.309.1

SCHEDULE 3 – RIGHT OF APPEAL WAIVER



Mail To: Bundaberg Regional Council
Email Address: development@bundaberg.qld.gov.au
Attention: Development Assessment

RE:

Council reference: 526.2021.309.1

Property Address: 18 Johanna Boulevard KENSINGTON, 20 Johanna Boulevard
KENSINGTON; land described as Lot: 11 RP: 884295, Lot: 6 RP:
867438

This advice is to confirm that I/We have received the above approval and agree to the conditions contained therein. I/We hereby waiver My/Our appeal rights available under the *Planning Act 2016*.

Applicants Name: _____
Signature: _____
Date : _____

PROPOSED DEVELOPMENT

Lot 6 RP867438 & Lot 11 RP884295
 18-20 Johanna Boulevard, Kensington QLD 4670
 For Sydney Tools

PROJECT INFORMATION

REAL PROPERTY DESCRIPTION: LOTS 6&11 RP867438 & 11 RP884295
 SITE AREA: 15023sqm
 REAL PROPERTY DESCRIPTION: LOTS 11 RP884295
 SITE AREA: 2059sqm
 COMBINED SITE AREA: 17082sqm
 CAR SPACES: 117 (DC INPMT)

AREA SCHEDULE - IMPERVIOUS AREAS

NAME	AREA
EXISTING UNPAVED IMPERVIOUS AREA	1182 m ²
PROPOSED IMPERVIOUS AREA	5468 m ²
UNPAVED IMPERVIOUS AREA	3880 m ²
TOTAL	10510 m ²

GENERAL NOTES

1. These drawings are intended for use for obtaining Planning Do not scale drawings. All dimensions are in millimetres unless specifically noted otherwise. All wall thicknesses are dimensioned to the exterior wall structure, i.e. brick, block, concrete or slabwork, including bricks and masonry finishes.
2. Foundations and pavements are generic representations only, and do not pertain to the dimensional properties of the materials involved.
3. The excluded material specifications provided for general notes of the scope of works and materials to be used. It remains the responsibility of the builder to provide a building which is complete and complies with all relevant building codes and standards.
4. Dimensions of fixtures and fittings are specifically noted in these documents and are to be determined by the owner.

SHEET LIST

NUMBER	REVISION	NAME
A0000	0	COVER
A1000	0	SITE PLAN
A1000	2	AREA PLANS
A2100	0	FLOOR PLAN
A2100	2	FLOOR PLAN
A3100	0	ELEVATIONS



No	Date	Description	Ver	Appr
1	14.03.21	Emergency Changes	DA	
2	15.03.21	Revised DA	DA	
3	20.03.21	DA Location Amendments	DA	
4	28.04.21	DA Location	DA	
5	04.05.21	Adjusted Floor Slab	DA	
6	28.04.21	DA	DA	
7	19.04.21	Final Construction	DA	
8	05.04.21	Revised Coverlet	DA	
9	28.03.21	Final Coverlet	DA	

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Responsible Architect: Tomasz O'Malley (L2019)

Architect

TOIA
 Tomasz O'Malley ARCHITECT
 Level 1, 7 Bardin St Bundberg Q 4670
 t: 07 4153 6420 m: 0405 195 767
 e: tomasz@toia-architect.com.au
 ABN 96 632 830 954

Site Location Plan

Client: Sydney Tools
 Consultants:

Proj. No: 21019
 Project: New Commercial Development
 Project Address:
 Project Address:

Drawing Title: COVER

Drawing Status: DA

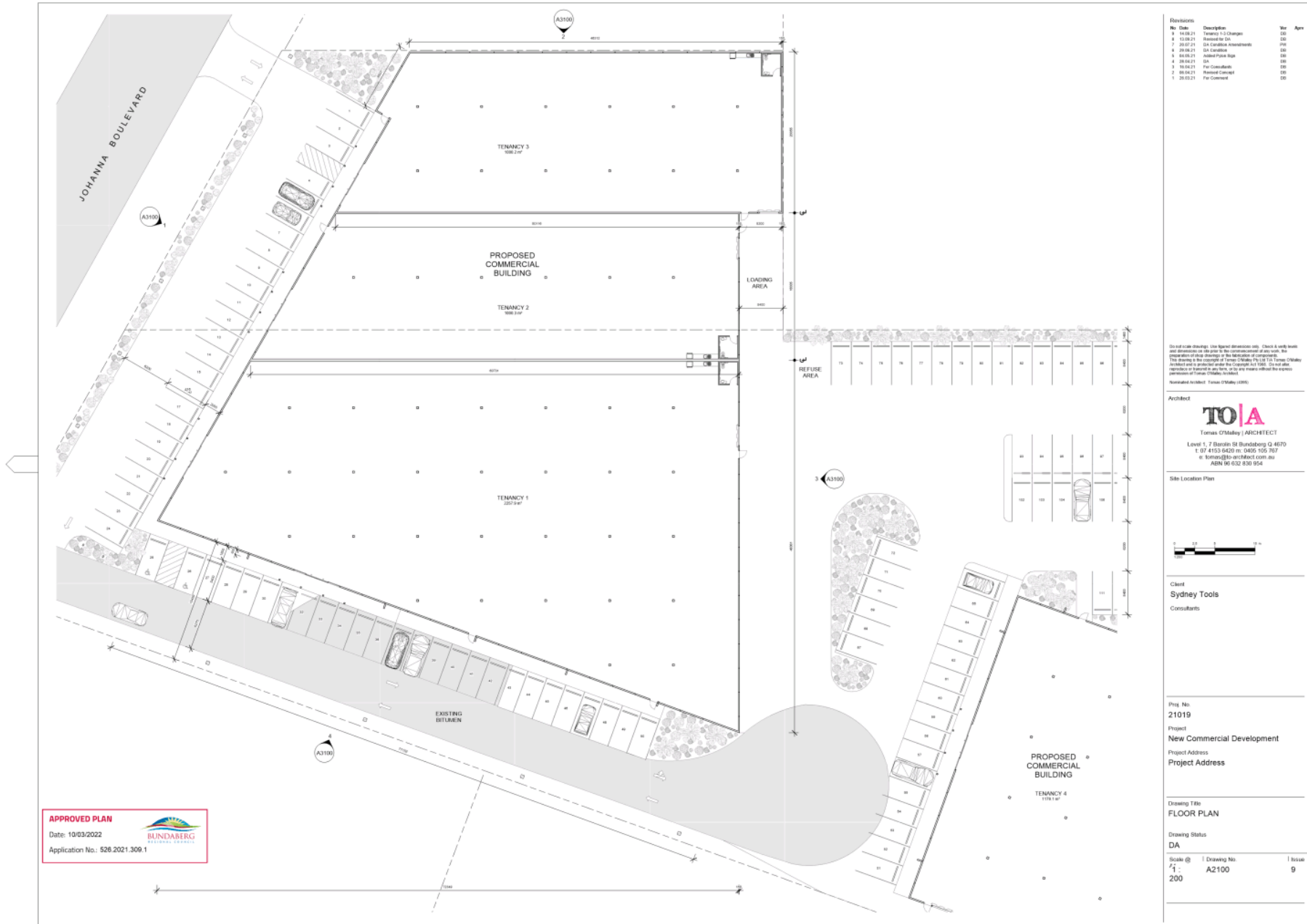
Scale @ Drawing No Issue 9

APPROVED PLAN
 Date: 10/03/2022
 Application No: 526.2021.309.1



APPROVED PLAN
 Date: 10/03/2022
 Application No: 526.2021.309.1





APPROVED PLAN
 Date: 10/03/2022
 Application No.: 526.2021.309.1

No.	Date	Description	Ver.	Appr.
1	14.08.21	Tenancy 1-3 Changes	DA	
2	11.02.21	Revised DA	DA	
3	29.07.21	DA Conditional Requirements	DA	
4	29.08.21	DA Conditional	DA	
5	04.08.21	Adjusted Floor Slab	DA	
6	28.04.21	DA	DA	
7	18.04.21	Final Conditions	DA	
8	05.04.21	Revised Concept	DA	
9	28.03.21	Final Concept	DA	

Do not scale drawings. Use figure dimensions only. Check & verify levels and dimensions of drawings to the constructional drawings. The drawings are the copyright of Tomco O'Malley Pty Ltd. (TOA) Tomco O'Malley Architect and is prepared under the Copyright Act 1969. Do not alter reproductions or transfer in any form, or to any means without the express permission of Tomco O'Malley Architect.
 Resubmitted Architect: Tomco O'Malley (TOA)

Architect

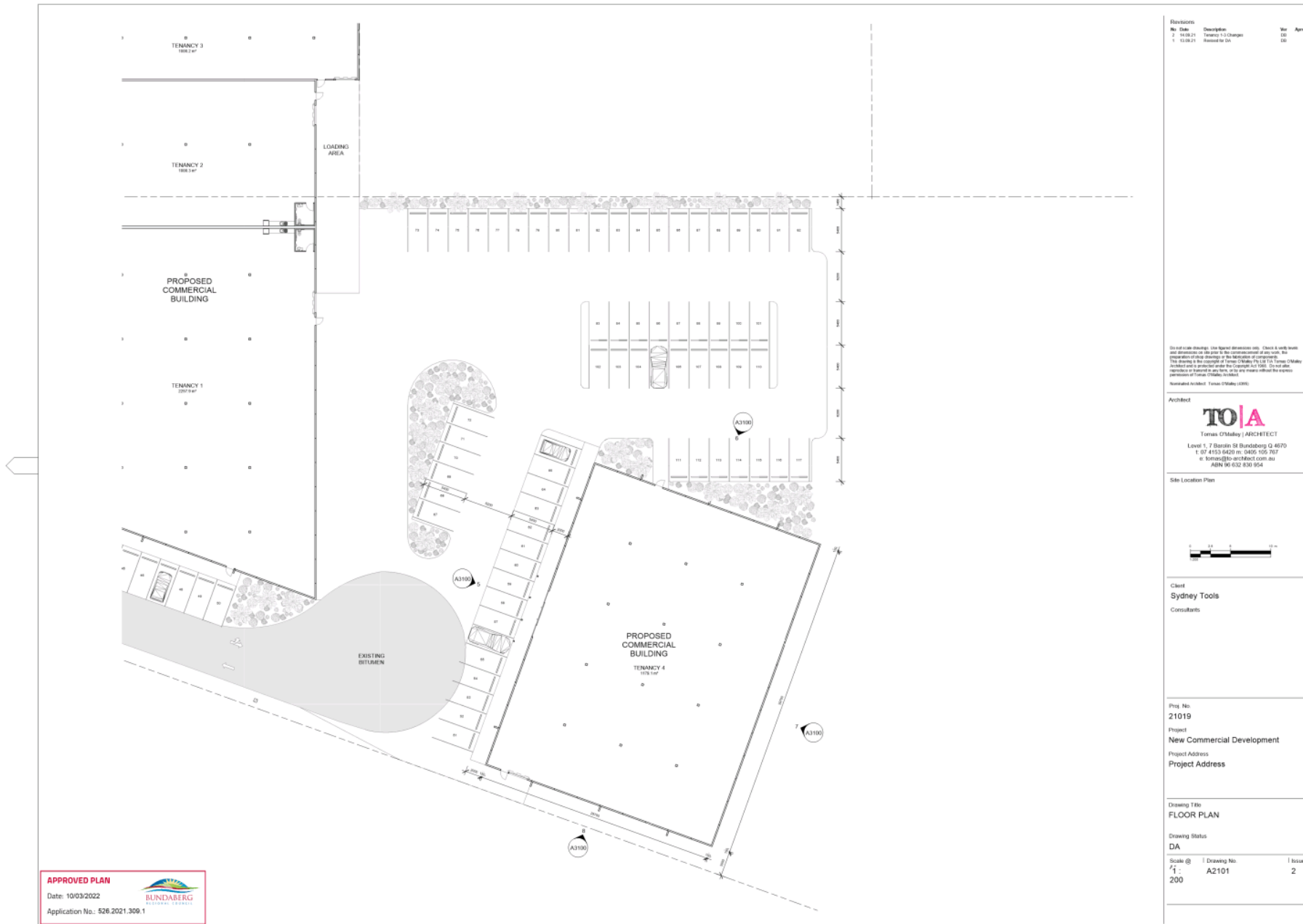
Tomco O'Malley | ARCHITECT
 Level 1, 7 Barolin St Bundaberg Q 4670
 t: 07 4153 6420 m: 0495 195 767
 e: tomco@toa-architect.com.au
 ABN 96 632 830 954

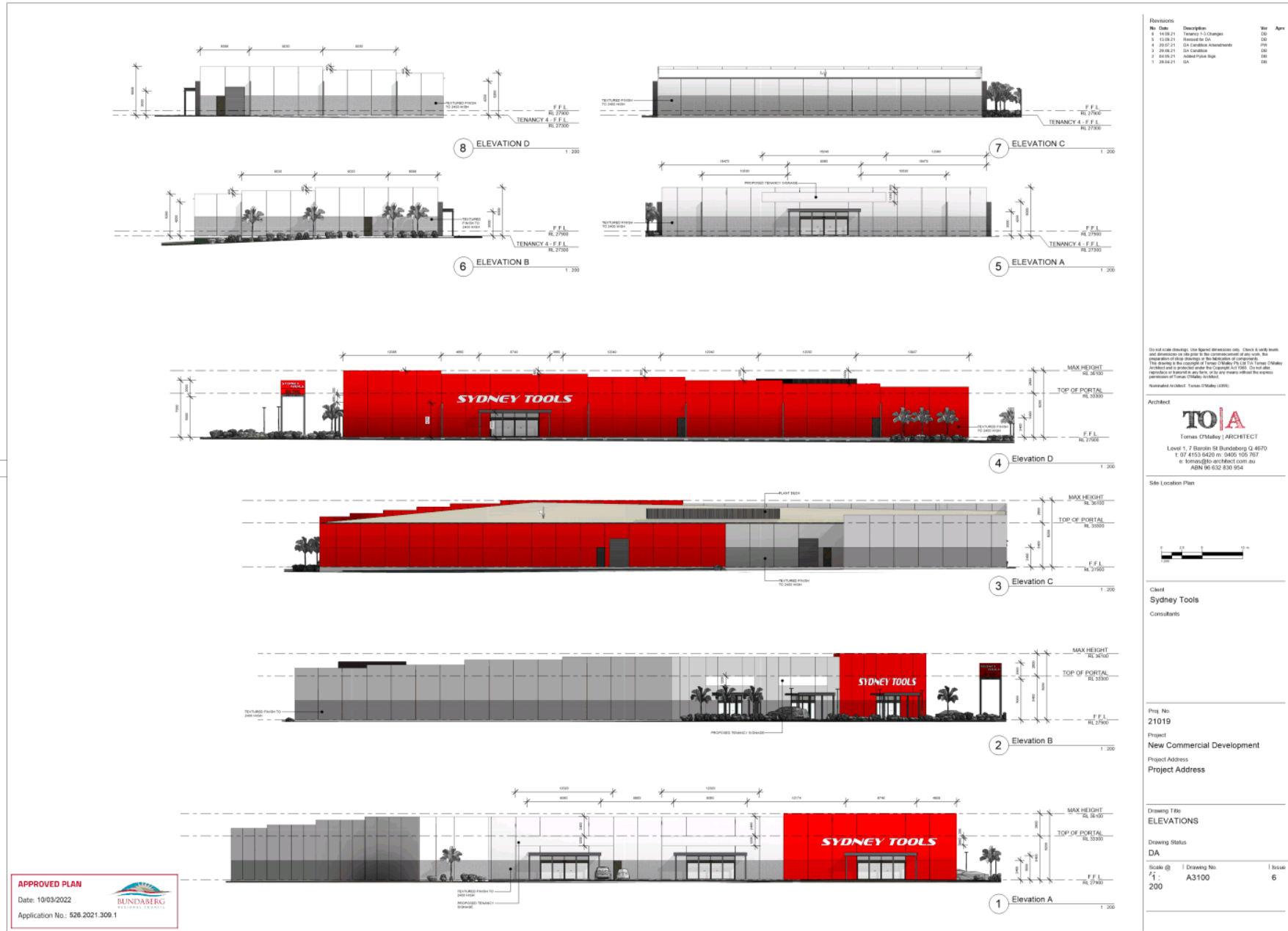
Site Location Plan

Client
 Sydney Tools
Consultants

Proj. No.
 21019
Project
 New Commercial Development
Project Address
 Project Address

Drawing Title
 FLOOR PLAN
Drawing Status
 DA
Scale @ | **Drawing No.** | **Issue**
 1 : A2100 | 9
 200





**Item****28 June 2022**

Item Number:	File Number:	Part:
K2	344.2021.38.1	PLANNING

Portfolio:

Planning & Development Services

Subject:

DA522.2021.22.1 - Request for Extended Completion Date Building Bundaberg Region 2020 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 Building Bundaberg Region 2020 incentives scheme.

The request relates to DA522.2021.22.1 being a development permit for Multiple Dwelling Units and reconfiguring a lot at 126-128 Miller Street, Bargara. The incentives approved on 1 July 2021 apply to the proposed 15 units and provide for a 100% discount. Under the Infrastructure agreement (IA) executed on 8 July 2021, to receive the incentives the development was required to be completed by 30 June 2022.

The owner of the subject site via their consultants has requested that the completion date be extended for a period of 18 months to 31 December 2023. 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 the development achieve substantial commencement (ie the slabs for the units are constructed) prior to making that request. At this stage although substantial works have been undertaken to provide supporting infrastructure, including sewerage and stormwater works, the slabs of the units have not been poured. As such the request has been reported to Council for determination.

In seeking the request the owner has advised that the extension is needed given the difficulty they are having with engaging contractors and consultants necessary to complete the development. Recent wet weather and additional approval processes through Ergon have also added further delays. A copy of the owner’s request is included as Attachment 2.

Associated Person/Organization:

Bargara High Tide Pty Ltd – 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:

The Building Bundaberg Region 2020 incentives scheme closed for new application on 30 June 2021. Accordingly, it was originally envisaged that the last of the incentivised developments would be finalized in the second half of 2022 barring any extensions as allowed for under each IA.

Although the development has not achieved substantial commencements under the IA, it appears that the development has encountered genuine difficulties in complying with the Completion Date. The developer has also demonstrated a genuine commitment to progressing the development, including obtaining all necessary approvals from Council and commencing substantial works on the site including the finalisation of sewerage infrastructure and starting on the drainage and road works. Whilst these works would have been sufficient for substantial commencement for a reconfiguring a lot, this component of the development was not incentivised. Despite this, the financial outlay to progress the development to this stage means that it is likely that the development will proceed and the additional housing provided as circumstances allow.

Given the substantial commitment in progressing the development and the unavoidable delays that have prevented achievement of the Completion date, it is considered that the requested extension is reasonable and can be approved.

Financial and Resource Implications:

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

Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
\$332,743.06	100%	Nil

Risk Management Implications:

There appears to be no risk management implications.

Communication Strategy:

Communications Team consulted. A Communication Strategy is:

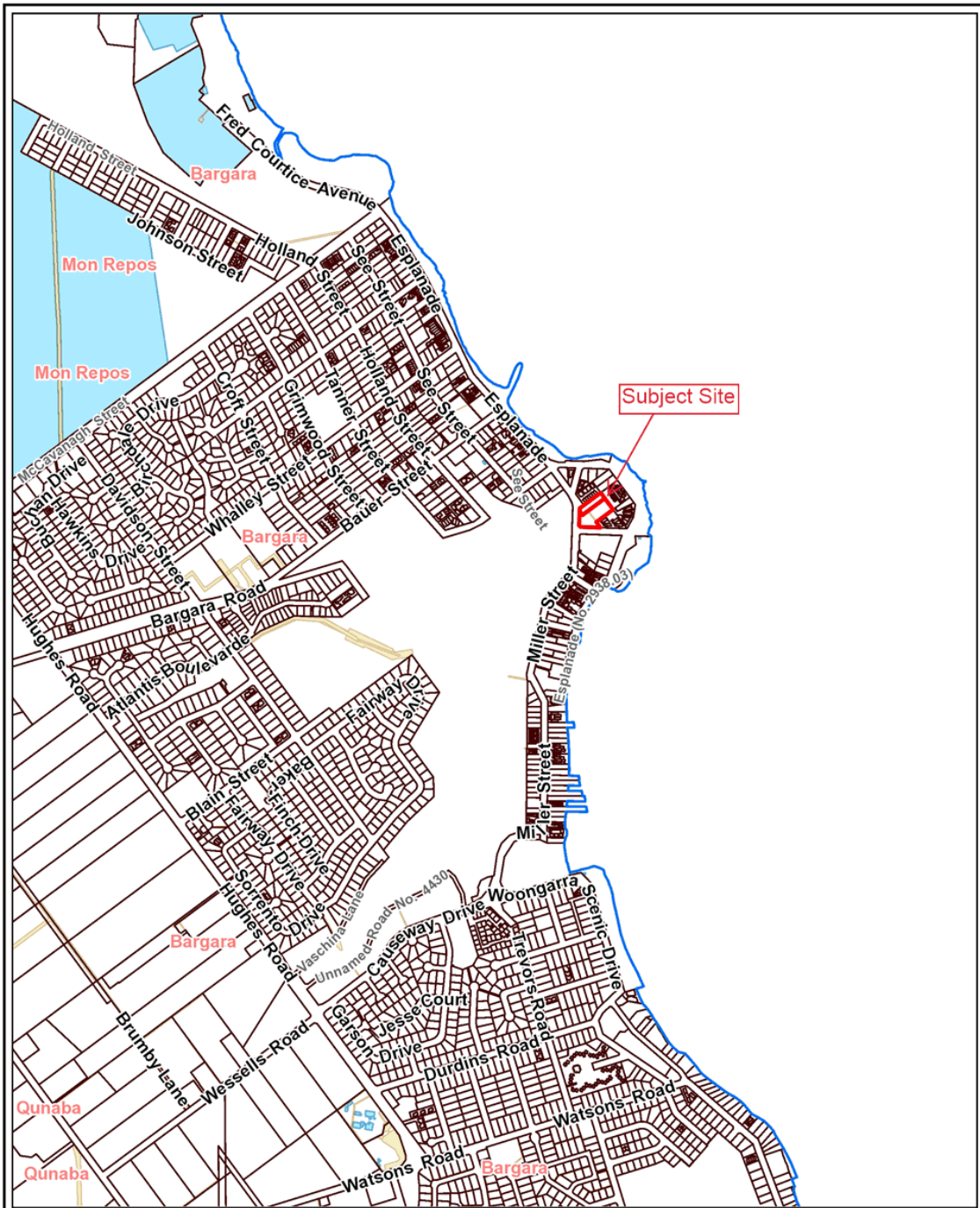
- Not required
- Required

Attachments:

- ↓1 Locality Plan
- ↓2 Site Plan
- ↓3 Owners Request
- ↓4 Infrastructure Agreement
- ↓5 Development Approval

Recommendation:

That Council agree to an extension of the Completion Date in the Building Bundaberg Region 2020 infrastructure agreement for DA525.2021.22.1 to 31 December 2023.



LOCALITY PLAN
126 & 128 Miller Street

Projection: WGS_1984_Web_Mercator_Auxiliary_Spheroid Date: 30/5/2022 9:36 AM


Scale 1 : 16,000.00 on A4 Sheet

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Author: -Author-





BUNDABERG
REGIONAL COUNCIL



SITE PLAN
126 & 128 Miller Street

Projection: WGS_1984_Web_Mercator_Auxiliary_Spheroid
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Date: 30/5/2022 9:38 AM
 Scale 1 : 1,000.00
 on A4 Sheet

Author: -Author-

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Our ref: GC20-301-T02
Council ref:525.2021.22.1

23 May 2022

Chief Executive Officer
Bundaberg Regional Council
PO Box 3130
BUNDABERG QLD 4670

Attention: Michael Ellery

Dear Michael,

**BUILDING BUNDABERG REGION 2020 INFRASTRUCTURE AGREEMENT
REQUEST FOR EXTENSION TO COMPLETION DATE**

**ELIGIBLE DEVELOPMENT 525.2021.22.1—MATERIAL CHANGE OF USE (MULTIPLE
DWELLINGS) & RECONFIGURING A LOT (SUBDIVISION)
INFRASTRUCTURE CHARGES NOTICE REGISTER NO. 331.2021.1282.1**

We refer to the above matter and the “Building Bundaberg Region 2020” Infrastructure Agreement (IA) dated 8 July 2021 for Eligible Development 525.2021.22.1 providing 100% discount on infrastructure charges payable under Infrastructure Charges Notice Register No. 331.2021.1282.1.

On behalf of the owner and developer, Bargara High Tide Pty Ltd (BHT), we seek an extension to the Completion Date from 30 June 2022 to 31 December 2023 in accordance with clause 6.1(c) of the IA.

We note clause 2.1 of the IA defines “Extension Request” as—

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.*

We also note clause 2.1 of the IA defines “Substantial Commencement” as—

- a) means the commencement of construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed; and*

Creative Thinking Responsible Solutions

P (07) 4151 6677 A 67 Barolin Street, Bundaberg P PO Box 1688, Bundaberg, 4670 E admin@insitesjc.com.au ABN 62 329 746 562
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- b) *does not include preliminary site works such as tree clearing or bulk earth works.*

Progress and issues to date

1. Following receipt of approval for the Eligible Development on 30 June 2021, operational works application was made on 26 October 2021 and operational works approval received on 25 January 2022. The four-month period between receipt of development approval and lodgement of operational works application demonstrates BHT's swift instruction to the consulting engineer (Empire Engineering) when considering the heavy workloads and therefore longer lead-in times being experienced by the development industry.
2. A civils contractor was reserved in early 2021 (PGS Contracting), before development approval was obtained. However, due to delays experienced on another development, that contractor advised unavailability in September 2021 forcing BHT to tender for another civils contractor. Baldwin Contracting was engaged in December 2021. It is important to note that of the six quotes received, Baldwin Contracting did not offer the lowest price but was appointed because they advised the quickest start date, being April 2022. This evidences both BHT's genuineness in progressing the development as quickly as possible, as well as the substantial backlog of contractors.
3. Civil works commenced in April 2022 (for the reasons explained in Item 2), but progress and momentum of works have unsurprisingly been disrupted by "The COVID-19 effect" including but not limited to—
 - delays in receiving materials – e.g. stormwater pipes were ordered on 27 July 2021 and received eight months later in mid-March 2022;
 - COVID-19 outbreak in the workers which stopped work for three weeks.
4. Civil works have also been delayed/disrupted by—
 - a) clearing of illegally dumped materials from other nearby developments from the site;
 - b) inclement weather;
 - c) power pole 3002067 to the site's north-western corner has a stay cable trespassing into the site in what will become Lot 1. This stay cable needs to be relocated before earthworks and stormwater works can commence in that area, with the conflict point well illustrated by Empire Engineering's *Demolition Plan (CC-5782 Dwg C02 Rev B)* approved under operational works Decision Notice 523.2021.285.1. Application has been made to Ergon Energy for the relocation of the stay cable, with advice that works may be completed in six months' time;

- d) a separate application has been made to Ergon Energy for propping/holding of same power pole 3002067 to enable trenching for stormwater infrastructure. This is scheduled for next week pending suitable weather;
 - e) a new retaining wall additional to the retaining wall existing to the boundary on adjacent 2-4 Baxter Street (Bargara Blue Resort) to the site's eastern corner is currently under design.
5. Civil works are advanced – installation of sewer infrastructure (including manholes) has been largely completed and approximately 70% of earthworks have also been completed except including within Lot 1 due to the issues associated with power pole 3002067, as explained in Items 4c and 4d.
 6. Pending no further delays in delivery of materials and COVID-19 outbreaks, fine weather, satisfactory address of Bargara Blue's retaining wall and timely removal/relocation of the power pole stay cable, BHT expects civil works would be completed as early as July 2022.
 7. Civil works need to be completed before soil tests can be undertaken. The outcome of the soil tests informs the slab design, however noting a builder (Luke Keune) is booked to pour the first slabs in July.
 8. The first three dwellings are expected to be completed by December 2022, with all 15 dwellings hoped to be completed by December 2023. These are optimistic timeframes given the delays and shortages in building products.

Relevant points

- A. BHT's earnestness in not only substantially commencing, but also completing, the development is validated by the progress achieved to date.
- B. The above progress items demonstrate the impossibility of the works being substantially commenced, never mind completed, by 30 June 2022. Noting the definition of "substantial commencement" under the "Building Bundaberg Region 2020" incentives scheme, slabs cannot precede most of the civil works for the reason explained by progress item 7.
- C. The dates framing the "Building Bundaberg Region 2020" incentives scheme could not contemplate, and therefore account for, the COVID-19 effects on the construction industry, supply chain shortages and significant material increases, all of which are now well known with the benefit of hindsight. These challenges are still very much in play.
- D. The increase in property values has been countered by the significant increases in cost of materials and labour, due in large part to COVID-19 effects including, more recently, the sharp increase in inflation both domestically and globally. In conjunction with increased interest rates, the expectation is continued escalation of construction/development costs exacerbated by a dampening of property values. The objective of the incentives scheme therefore remains relevant today – i.e. to counter the economic impacts caused by the COVID-19 pandemic.

- E. The support of BRC is therefore critical in enabling BHT to realise its development in the face of these ubiquitous and significant issues.

Summary

We believe we have in the above demonstrated or explained –

- BHT’s earnestness in commencing Eligible Development 525.2021.22.1 in a timely manner, in accordance with clause 13.1 of the IA;
- the ability to achieve Substantial Commencement has not been within reasonable control of BHT;
- therefore, the inability to complete Eligible Development 525.2021.22.1 has also not been within BHT’s reasonable control;
- the genuine need for the Completion Date to be extended to the requested date.

While COVID-19 could be considered Force Majeure, as defined by clause 2.1 of the IA, BHT would – unless otherwise advised by Bundaberg Regional Council (BRC) – prefer to request an extension under clause 6.1(c) of the IA, rather than giving Notice of Force Majeure under clause 12 to suspend its obligation given--

- ❖ we are unaware if BRC has decided COVID-19 is a Force Majeure; and
- ❖ BHT remains committed to progressing and completing Eligible Development 525.2021.22.1 in as timely a manner as possible, insofar as the aforementioned challenges permit.

We welcome any further discussion on our request, if required, and otherwise look forward to a favourable response before the current Completion Date of 30 June 2022.

Kind regards,

InsitesJC

Evonne
Swain

Digitally signed by:
Evonne Swain
DN: CN = Evonne
Swain email =
evonne@insitesjc.
com.au C = AU O =
InsitesJC
Date: 2022.05.23 13:
57:35 +10'00'

Evonne Swain

Senior Projects Coordinator

Infrastructure Agreement

Planning Act 2016

Building Bundaberg Region 2020 Infrastructure Agreement

Bundaberg Regional Council
Council

Bargara High Tide Pty Ltd
Owner

	11.4	Experience and expertise	15
	11.5	Non arbitrator	15
	11.6	Submissions	15
	11.7	Costs	15
	11.8	Co-operation	16
	11.9	Determination	16
12.		Force Majeure	16
	12.1	Notice of Force Majeure	16
	12.2	Suspension of an obligation	16
	12.3	Removal or amelioration of Force Majeure	16
	12.4	Dispute resolution process to apply	16
13.		Time	17
	13.1	Time of the essence	17
	13.2	Extension of time	17
14.		Counterparts	17
	14.1	Agreement may consist of counterparts	17
	14.2	Exchange of a counterpart	17
15.		Further action	17
	15.1	Action to give effect to this document	17
	15.2	Further action if a clause is invalid, illegal or unenforceable	17
16.		Severance	17
	16.1	Removal from this document	17
	16.2	Effect of removal on this document	17
	16.3	Further action on removal	18
17.		Notice	18
	17.1	Form of a Notice	18
	17.2	Giving of a Notice	18
	17.3	Change of the details of a party	19
18.		Further agreement	19
	18.1	Agreement to change	19
	18.2	Form of the change	19
	18.3	Further agreement	19
19.		Costs and outlays	19
	19.1	Each party pay its own costs	19
20.		Governing law and jurisdiction	19
	20.1	Queensland law to apply	19
	20.2	Queensland courts to have jurisdiction	20
21.		GST	20
	21.1	Construction of this clause	20
	21.2	Payment of GST	20
	21.3	Reimbursable cost	21
	21.4	Indemnified cost	21
	21.5	Stated amount	21
	21.6	No merger on termination	21

4

Schedule 1 Reference Schedule	22
Schedule 2 Discount Schedule	24
Schedule 3 Incentives Application Form	25
Part 3. Execution by the parties	33

Dated this 8th day of July 2021

PARTIES

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

Owner: BARGARA HIGH TIDE PTY LTD C/- Insite SJC PO Box 1688,
Bundaberg in the State of Queensland

Part 1 Preliminary

1. Introduction

1.1 Short title

This document may be referred to as the Building Bundaberg Region 2020 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 30 June 2020, the Council launched the "Building Bundaberg Region 2020" infrastructure charges incentives policy with the

objective of stimulating new construction activity and employment in the region;

- (b) The "Building Bundaberg Region 2020" infrastructure charges incentives scheme commenced on 1 July 2020 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) intensive animal industry
 - (4) aquaculture; or
 - (5) 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 building work, a certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued; 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) **30th June 2022** 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.

Owner means the party identified in Item 2A 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) Rural Sector Development; or
- (c) Other Eligible 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).

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.

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

Other Eligible Development has the meaning specified for “Other eligible development” in Attachment B of the Incentives Application Form.

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:

- (a) means the commencement of construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed; and
- (b) does not include preliminary site works such as tree clearing or bulk earth works.

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 of the Owner 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) the Eligible Development is not Completed by the Completion Date or an extended Completion Date allowed for under clause 6.1(c); or
- (c) **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

Upon acceptance by the Council of the payment of a Reduced Infrastructure Amount in accordance with the terms of this document, the Owner is released from any further obligation to pay the Infrastructure Amount under the Charges Notice or the 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 before 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 | Bundaberg Regional Council |
| 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 | Bargara High Tide Pty Ltd |
| Address (or registered office if a
corporation) | 126 & 128 Miller Street Bargara
in the State of Queensland |
| Email address: | evonne@insitesjc.com.au |
| Person to whose attention a
Notice is to be brought: | Evonne Swain |
- ITEM 3 Development Land**
- 126 & 128 Miller Street Bargara in the State of Queensland; land described as Lot 6 on CK3683 & Lot 98 on SP156694
- ITEM 4 Eligible Development**
- 525.2021.22.1
- ITEM 5 Charges Notice or condition under which Infrastructure Amount is payable**
- 331.2021.1282.1
- ITEM 6 Due Date for payment of Reduced Infrastructure Amount**
- Earlier of before Change of Use happens or Local Government approves the plan of subdivision for each stage

SCHEDULE 2
Discount Schedule

Column 1	Column 2	Column 3
Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
\$332,743.06	100%	Nil

Building Bundaberg Region | 20 | 20



Infrastructure charges incentives

Application Form

Council is offering infrastructure charges incentives to encourage increased development activity and job creation to assist with the economic recovery from the Covid-19 pandemic.

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 1 July 2021.

Please email directly to development@bundaberg.qld.gov.au

Developers details

Name/s (individual or company name in full)			
Contact name			
Postal address			
	Suburb	State	Postcode
Phone	Mobile		
Email address			

Owner details

Name/s (individual or company name in full)			
Postal address			
	Suburb	State	Postcode
Phone	Mobile		

Description of land

Property address			
Property description	Lot		Plan type and No.
	Lot		Plan type and No.
	Lot		Plan type and No.

Declaration

In lodging this request for an infrastructure charge discount I/We _____ 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 Building Bundaberg 2020 initiative. Council is collecting your personal information to assist in the assessment of your application for infrastructure charges incentives. Your information will be handled in accordance with the *Information Privacy Act (Old) 2009* and may be accessed by employees of Council.

We will not provide your information to any other person or agency unless authorised or required by law.

For more information, see bundaberg.qld.gov.au/privacy

Signature/s : _____ Date _____

Page 1 of 5



Building Bundaberg Region | 20 20



Application details

Which of the following categories of incentivised development are you applying for (*please see definitions*).

- Rural sector development
 CBD/town centre development
 Other eligible development

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.

Details of the development permit or compliance permit

Application No:

Type of approval:

Date approval took effect:

Have the adopted infrastructure changes or infrastructure contribution/s been paid?

Yes No

Proposal details

What is the proposed value of works for the development? \$

What is the anticipated number of jobs to be created by this development? (*if known/applicable*)

If the development is for residential development please provide the following:

Number of dwelling units:

Number of lots:

If the development is for commercial or industrial uses please provide the following:

Gross floor area (GFA)

Staged development

Is the development a staged development?

Yes No

Is it proposed that a discount apply to certain stages of the development and not the whole of the development?

Yes No

Note: if development is to be staged, the application needs to be accompanied by a staging plan.

If it is proposed that a discount apply to certain stages of the development, provide details of:

- the total number of stages in the development and the site area of the total development.
 - the stages to which a discount is sought to be applied.
-



Attachment A: Rules and procedures

1. Background

On 30 June 2020 Council launched the "Building Bundaberg Region 2020" incentives scheme with the objective of stimulating increased development activity to counter the economic impacts caused by the Covid-19 pandemic. As part of this initiative, Council is offering a range of discounts for infrastructure charges on certain developments.

Council has resolved to develop these rules and procedures to guide its decision-making in assessing applications for the infrastructure charges incentives.

Building Bundaberg Region 2020 will commence on 1 July 2020 and applies to eligible development. A development that has been completed prior 1 July 2020 is not eligible for the infrastructure charges incentives.

2. Eligibility for infrastructure charges incentives

2.1 A development approval exists for the development.

2.2 The Council has either:

- issued a charges notice in relation to the development approval; or
- imposed an infrastructure contribution condition in the development approval;

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 or a recalculation of the charges under a new charges resolution).

2.3 The development is for rural sector, CBD/town centre or other eligible development as defined in attachment B.

2.4 The development was not completed before 1 July 2020. For staged development, the stage being applied for was not completed before 1 July 2020.

2.5 The development is not eligible for a refund for the provision of trunk infrastructure pursuant to s129 of the *Planning Act 2016 (PA)* (or equivalent section in any subsequent legislation). If through a conversion application (s139 PA) or a recalculation of the establishment cost of trunk infrastructure (s137 PA) 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.

3. Rules

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 1 July 2021.

3.2 Only one infrastructure charges incentives offer can apply to a development.

3.3 The infrastructure charges incentives will not apply to:

- any development that has been completed on or before 1 July 2020.

3.4 Discounts for the infrastructure charge are as follows:

- 100% discount for development that is completed before 1 July 2021 which is for:
 - (a) CBD/town centre development;
 - (b) Rural sector development where:
 - (i) Intensive horticulture;
 - (ii) Rural industry;
 - (iii) Intensive animal industry
 - (iv) Aquaculture; or
 - (v) Winery (where located in a rural zone);
- 50% discount for all other eligible development that is completed before 1 July 2021.

The above discounts are taken to be discounts off the applicable infrastructure charges specified in a 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:

- The applicant can show sufficient reason why the development cannot be completed by the original completion date; and
- The development has achieved substantial commencement prior to the original completion date.

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:

- 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
- For developments involving material change of use and no building works, the approved use is established by the Completion Date;

3.10 In all cases, Council must be satisfied that all applicable conditions of the development approval for the development completed have been satisfactorily complied with.

3.11 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.

3.12 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.

3.13 The discount applies to gross charges before 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.

4. Process

4.1 Applicants must lodge the application form prior to 1 July 2021.

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;

(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;

(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.



Attachment B: Definitions

The below are the definitions for the Building Bundaberg Region 2020 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

Adopted infrastructure charges resolution

Means Adopted Infrastructure Charges Resolution (No.1) 2012, Adopted Infrastructure Charges Resolution (No.1) 2013, Adopted Infrastructure Charges Resolution (No.1) 2014, Adopted Infrastructure Charges Resolution (No.1) 2015 or Charges Resolution (No. 1) 2018 or any subsequent charges resolution.

Applicant

Means the applicant for the infrastructure charges incentives under this policy.

CBD/town centre development

Means development located within the Bundaberg CBD, Childers Town Centre, Gin Gin Town Centre, Burnett Heads Town Centre, Bargara Tourism Precinct, Moore Park Beach Tourism Precinct or Woodgate Tourism Precinct as delineated in the Building Bundaberg 2020 maps (shown on Council's website at bundaberg.qld.gov.au/development/bbr2020) for any one or combination of the following purposes defined under the Bundaberg Regional Council Planning Scheme 2015 subject to any limitation in brackets:

- Bar
- Dual occupancy (where part of a mixed use building)
- Dwelling unit (where part of a mixed use building)
- Educational establishment;
- Entertainment activities;
- Food and drink outlet;
- Multiple dwelling;
- Offices;
- Shop;
- Shopping centre;
- Short-term accommodation; and
- Showroom

Charges notice

Means:

- an infrastructure charges notice as defined in section 119 of the *Planning Act 2016 (PA)*; or
- a notice mentioned in section 301(1) of PA; or
- a notice equivalent to an infrastructure charges notice which is given under legislation which repeals and replaces PA.

Completed

Means for a material change of use:

- 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

- Where not involving building works, the approved use has been established.

Means for building work:

- A certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued

Completion date

Means:

- Twelve months from the date of the email notice mentioned in section 4.2 of attachment A; or
- such date as extended by the Council pursuant to section 3.7 of attachment A.

Development approval

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 (where the material change of use is accepted development) that has not lapsed.

Eligible development

Means proposed development that satisfies the requirements of section 2 of attachment A.

Entertainment activities

Means any of the following:

- Club;
- Function facility;
- Hotel;
- Nightclub entertainment facility;
- Theatre;
- Tourist attraction.

Infrastructure charges

Means infrastructure charges or contributions for trunk infrastructure payable pursuant to a charges notice or a contribution condition in a development approval.

Other eligible development

Means development for any material change of use or building works for which a charges notice has been issued.

Planning Act

Means the *Planning Act 2016* or subsequent legislation which repeals and replaces that act.

Rural sector development

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:

- Intensive horticulture;
- Rural industry;
- Aquaculture;
- Winery (where located in a Rural zone);
- Intensive animal husbandry;
- Short-term accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers);
- Non-resident workforce accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers); or
- Rural workers accommodation.

Substantial Commencement

Means the commencement of the construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed.

Preliminary site works including tree clearing or bulk earth works are not considered to be substantial commencement for these purposes.

Attachment B: Definitions

Page 5 of 5

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 8th day of July 2021


Signature of _____


Signature of witness _____

JUDY JACKSON
Name of witness (print) _____

Signed by _____ on the _____ day of _____ 2021 in the presence of:


Signature of _____
Lisa Hutchinson


Signature of witness _____

Chris Johnston
Name of witness (print) _____

Signed by _____ on the _____ day of _____ 2021 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
ABN 72 427 835 198

28 June 2021

Bargara High Tide Pty Ltd
C/- Insite SJC
via email: evonne@insitesjc.com.au

Attention: Evonne Swain

RE: – Development Application for Material Change of Use for Multiple Dwellings (15 dwellings) & Reconfiguring a Lot – Subdivision (2 Lots into 15 Lots) at 126 & 128 Miller Street, Bargara; land described as Lot 98 on SP156694 and Lot 6 on CK3683;

Thank you for your Development Application for Material Change of Use for Multiple Dwellings (15 dwellings) & Reconfiguring a Lot – Subdivision (2 Lots into 15 Lots) at 126 & 128 Miller Street, Bargara; land described as Lot 98 on SP156694 and Lot 6 on CK3683 lodged with Council on 11 March 2021.

Please find attached the Decision Notice for the above-mentioned development application.

Please quote Council's application number: 525.2021.22.1 in all subsequent correspondence relating to this development application. Should you require any clarification regarding this matter or wish to schedule a meeting, please contact Scott Irwin on telephone 1300 883 699.

Yours sincerely

Digitally signed by
Sarah Watts
Date: 2021.06.30
14:28:52 +10'00'

Sarah Watts
Principal Planner

cc. Ergon Energy

ENCL.

- **DECISION NOTICE**
- **APPROVED PLANS**
- **ADOPTED INFRASTRUCTURE CHARGES NOTICE**

1300 883 699

bundaberg.qld.gov.au

Council Reference: 525.2021.22.1



Decision Notice — Approval (with conditions)

(Given under section 63 of the Planning Act 2016)

Thank you for your development application detailed below which was properly made on 15 March 2021. Please be aware that Bundaberg Regional Council has assessed your application and decided it as follows:

1. Applicant's details

Name: Bargara High Tide Pty Ltd
 Postal Address: C/- Insite SJC
 Email: evonne@insitesjc.com.au
 Phone No.: (07) 4151 6677

2. Location details

Street address: 126 & 128 Miller Street, Bargara
 Real property description: Lot 98 on SP156694 and Lot 6 on CK3683
 Local government area: Bundaberg Regional Council

3. Details of the proposed development

Development Permit for Material Change of Use for Multiple Dwellings (15 dwellings) & Reconfiguring a Lot - Subdivision (2 Lots into 15 Lots)

4. Decision

Decision details:

Approved in full with conditions. These conditions are set out in Schedule 1 and are clearly identified to indicate whether the assessment manager or a concurrence agency imposed them.

The following approvals are given:

	Planning Regulation 2017 reference	Development Permit	Preliminary Approval
Development assessable under the planning scheme, a temporary local planning instrument, a master plan or a preliminary approval which includes a variation approval		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Decision Notice – Section 63 of the Planning Act 2016

Page 2 of 24

Council Reference: 525.2021.22.1

5. Approved plans and specifications

Copies of the following plans, specifications and/or drawings are enclosed.

Drawing/report title	Prepared by	Date	Reference no.	Version/issue
Aspect of development: Material Change of Use				
Multi Unit Development for Bargara High Tide Pty Ltd 126 Miller Street	Brian Field Building Designs	23/02/21	20-126-01	N/A
Floor Plan - Lot 1	Brian Field Building Designs	23/02/21	20-126-02	N/A
Visualisations – Lot 1	Brian Field Building Designs	23/02/21	20-126-03	N/A
Elevations - Lot 1	Brian Field Building Designs	23/02/21	20-126-04	N/A
Floor Plan - Lot 2	Brian Field Building Designs	23/02/21	20-126-05	N/A
Visualisations – Lot 2	Brian Field Building Designs	23/02/21	20-126-06	N/A
Elevations - Lot 2	Brian Field Building Designs	23/02/21	20-126-07	N/A
Floor Plan - Lot 3	Brian Field Building Designs	23/02/21	20-126-08	N/A
Visualisations – Lot 3	Brian Field Building Designs	23/02/21	20-126-09	N/A
Elevations - Lot 3	Brian Field Building Designs	23/02/21	20-126-10	N/A
Floor Plan - Lot 4	Brian Field Building Designs	23/02/21	20-126-11	N/A
Visualisations – Lot 4	Brian Field Building Designs	23/02/21	20-126-12	N/A
Elevations - Lot 4	Brian Field Building Designs	23/02/21	20-126-13	N/A
Floor Plan - Lot 5	Brian Field Building Designs	23/02/21	20-126-14	N/A
Visualisations – Lot 5	Brian Field Building Designs	23/02/21	20-126-15	N/A
Elevations - Lot 5	Brian Field Building Designs	23/02/21	20-126-16	N/A
Floor Plan - Lot 6	Brian Field Building Designs	23/02/21	20-126-17	N/A
Visualisations – Lot 6	Brian Field Building Designs	23/02/21	20-126-18	N/A
Elevations - Lot 6	Brian Field Building Designs	23/02/21	20-126-19	N/A
Floor Plan - Lot 7	Brian Field Building Designs	23/02/21	20-126-20	N/A

Decision Notice – Section 63 of the *Planning Act 2016*

Page 3 of 24

Council Reference: 525.2021.22.1

Drawing/report title	Prepared by	Date	Reference no.	Version/issue
Visualisations – Lot 7	Brian Field Building Designs	23/02/21	20-126-21	N/A
Elevations - Lot 7	Brian Field Building Designs	23/02/21	20-126-22	N/A
Floor Plan - Lot 8	Brian Field Building Designs	23/02/21	20-126-23	N/A
Visualisations – Lot 8	Brian Field Building Designs	23/02/21	20-126-24	N/A
Elevations - Lot 8	Brian Field Building Designs	23/02/21	20-126-25	N/A
Floor Plan - Lot 9	Brian Field Building Designs	23/02/21	20-126-26	N/A
Visualisations – Lot 9	Brian Field Building Designs	23/02/21	20-126-27	N/A
Elevations - Lot 9	Brian Field Building Designs	23/02/21	20-126-28	N/A
Floor Plan - Lot 10	Brian Field Building Designs	23/02/21	20-126-29	N/A
Visualisations – Lot 10	Brian Field Building Designs	23/02/21	20-126-30	N/A
Elevations - Lot 10	Brian Field Building Designs	23/02/21	20-126-31	N/A
Floor Plan - Lot 11	Brian Field Building Designs	23/02/21	20-126-32	N/A
Visualisations – Lot 11	Brian Field Building Designs	23/02/21	20-126-33	N/A
Elevations - Lot 11	Brian Field Building Designs	23/02/21	20-126-34	N/A
Floor Plan - Lot 12	Brian Field Building Designs	23/02/21	20-126-35	N/A
Visualisations – Lot 12	Brian Field Building Designs	23/02/21	20-126-36	N/A
Elevations - Lot 12	Brian Field Building Designs	23/02/21	20-126-37	N/A
Floor Plan - Lot 13	Brian Field Building Designs	23/02/21	20-126-38	N/A
Visualisations – Lot 13	Brian Field Building Designs	23/02/21	20-126-39	N/A
Elevations - Lot 13	Brian Field Building Designs	23/02/21	20-126-40	N/A

Decision Notice – Section 63 of the *Planning Act 2016*

Page 4 of 24

Council Reference: 525.2021.22.1

Drawing/report title	Prepared by	Date	Reference no.	Version/issue
Floor Plan - Lot 14	Brian Field Building Designs	23/02/21	20-126-41	N/A
Visualisations – Lot 14	Brian Field Building Designs	23/02/21	20-126-42	N/A
Elevations - Lot 14	Brian Field Building Designs	23/02/21	20-126-43	N/A
Floor Plan - Lot 15	Brian Field Building Designs	23/02/21	20-126-44	N/A
Visualisations – Lot 15	Brian Field Building Designs	23/02/21	20-126-45	N/A
Elevations - Lot 15	Brian Field Building Designs	23/02/21	20-126-46	N/A
Aspect of development: Reconfiguring a Lot				
Concept Plan of Subdivision Proposed Lots 1 -15 Cancelling Lot 6 on CK3683 & Lot 98 on SP156694 126 & 128 Miller Street, Bargara	InsiteSJC	11/03/21	GC20-301-PI	N/A

6. Conditions

This approval is subject to the conditions in Schedule 1. These conditions are clearly identified to indicate whether the assessment manager or concurrence agency imposed them.

7. Further development permits

Please be advised that the following development permits are required to be obtained before the development can be carried out:

- All Building Work
- All Plumbing and Drainage Work
- All Operational Work

8. Properly made submissions

Not applicable — No part of the application required public notification.

9. Referral agencies for the application

The referral agencies for this application are:

Council Reference: 525.2021.22.1

For an application involving	Name of referral agency	Advice agency or concurrence agency	Address
Electricity Infrastructure Schedule 10, Part 9, Division 2, Table 1	Ergon Energy	Advice Agency	Ergon Energy E: townplanning@ergon.com.au P: GPO Box 1461 Brisbane Qld 4001

10. Currency period for the approval

This development approval will lapse at the end of the period set out in section 85 of *Planning Act 2016*.

11. Conditions about infrastructure

The following conditions about infrastructure have been imposed under Chapter 4 of the *Planning Act 2016*:

Condition/s	Provision under which the condition was imposed
17, 22,23,24, 25, 27, 28, 29, 30, 31, 32, 34 and 35	Section 145 – Non-trunk Infrastructure
N/A	Section 128 – Trunk Infrastructure

12. Rights of appeal

The rights of applicants to appeal to a tribunal or the Planning and Environment Court against decisions about a development application are set out in Chapter 6, Part 1 of the *Planning Act 2016*. For particular applications, there may also be a right to make an application for a declaration by a tribunal (see Chapter 6, Part 2 of the *Planning Act 2016*).

Appeal by an applicant

An applicant for a development application may appeal to the Planning and Environment Court against the following:

- the refusal of all or part of the development application
- a provision of the development approval
- the decision to give a preliminary approval when a development permit was applied for
- a deemed refusal of the development application.

An applicant may also have a right to appeal to the Development tribunal. For more information, see Schedule 1 of the *Planning Act 2016*.

Appeal by a submitter

A submitter for a development application may appeal to the Planning and Environment Court against:

- any part of the development application for the development approval that required impact assessment
- a variation request.

Council Reference: 525.2021.22.1

The timeframes for starting an appeal in the Planning and Environment Court are set out in Section 229 of the *Planning Act 2016*.

Schedule 2 is an extract from the *Planning Act 2016* that sets down the applicant's appeal rights and the appeal rights of a submitter.

Council Reference: 525.2021.22.1

SCHEDULE 1 – CONDITIONS AND ADVICE**PART 1A – CONDITIONS IMPOSED BY THE ASSESSMENT MANAGER**

NO.	CONDITION	TIMING
APPROVED PLANS		
1.	<p>Submit to and have approved by the Assessment Manager amended plans which incorporate the following:</p> <p>a. The siting of the dwelling on Lot 15 must be designed to be compliant with the Queensland Development Code MP1.1 and no closer to Miller or Baxter Streets.</p> <p>b. Approved plans 20-126-01 and GC20-301-PI must be modified to include the minimum required easements for the development. Additionally, dwellings impacted by the easements must be modified to ensure compliance with applicable QDC MP 1.1 setbacks.</p> <p>Once approved, the amended plans will form part of the Approved plans.</p>	Prior to the submission of an Operational work or Building Work application, whichever comes first
DEVELOPMENT IN STAGES		
2.	The development need not be completed sequentially in the stage/unit order indicated on the Approved Plans.	As indicated
3.	All operational works associated with the development must be placed on maintenance prior the issuance of the final certificate for the first dwelling.	Prior to issuance of the final certificate for the first dwelling
4.	All new road must be dedicated at the time of the first plan of subdivision for the development	As indicated
5.	Building work for a dwelling must be substantially commenced prior to approval of any plan of subdivision that creates a lot on which that dwelling is to be located. The use of the dwelling cannot commence until the related plan of subdivision is registered in the Titles Office.	As indicated.
USE SPECIFIC		
6.	The main entrance to each dwelling must be easily identifiable, and directly accessible from the primary street frontage.	Prior to the commencement of the use and then to be maintained
7.	The street number of each dwelling must be clearly displayed and visible from the primary street frontage.	Prior to the commencement of the use and

Decision Notice – Section 63 of the *Planning Act 2016*

Page 8 of 24

Council Reference: 525.2021.22.1

		then to be maintained
8.	<p>Provide and maintain a solid screen fence along all side and rear boundaries of each lot excluding the Miller and Baxter Street frontages of Lots 1, 13, 14 and 15.</p> <p>The fence is to have a minimum height of 1.8m behind the front building line or 6m from the front boundary (whichever is lesser) and a height of 1.2m in front of this point.</p> <p>The erection of a second boundary fence parallel to any existing fence is prohibited.</p>	Prior to the commencement of the use and then to be maintained
9.	<p>Any fence or wall provided along a street frontage (or other public space), or side boundary forward of the front building line, must not exceed a height of:</p> <ol style="list-style-type: none"> 1.8m; and Any portion of the fence exceeding 1.2m must be 50% transparent. <p>Additionally, any solid screen fence or wall greater than 1.2m in height provided along a street frontage (or other public space) is set behind a landscape strip or articulated by recesses to allow for vegetation screening.</p> <p>Fencing generally in accordance with that identified on the approved plans along the Miller and Baxter Street frontages of Lots 1, 13, 14 and 15 is required.</p>	Prior to the commencement of the use and then to be maintained
10.	<p>Where habitable room windows look directly at habitable room windows in an adjacent dwelling within 3m at the ground floor or 9m at levels above the ground floor. Privacy is protected by:</p> <ol style="list-style-type: none"> window sill heights must be a minimum of 1.5m above floor level fixed opaque glazing must be applied to any part of a window below 1.5m above floor level fixed external screens if at the ground floor, provision of a 1.8m high solid screen fencing. 	Prior to the commencement of the use and then to be maintained
SEA TURTLE LIGHTING		
11.	<p>Design and install all external lighting to be the most energy efficient, dark sky compliant (which prevents the light from escaping upward and direct light down and away from the foreshore) and amber lighting available in the National Electricity Market Load Tables for Unmetered Connection Points (AEMO 2015).</p>	Prior to the commencement of the use and then to be maintained
12.	<p>Design and install internal lighting to be shaded through glass tinting on all windows facing or seen from the foreshore with a transmittance value of 45% or less.</p>	Prior to the commencement of the use and

Council Reference: 525.2021.22.1

		then to be maintained
	LANDSCAPING	
13.	<p>Prepare and submit for approval to the Assessment Manager a landscape plan. The plan must be prepared in accordance with the applicable Planning scheme codes, the Planning scheme policy for development works, and the conditions of this approval.</p> <p>The plan is to include, but not be limited to the following:</p> <ol style="list-style-type: none"> a. the area set aside for landscaping b. location and name of existing trees c. a plan and schedule of all species which identifies: <ol style="list-style-type: none"> i. the location and sizes at planting and at maturity ii. the botanical and common names iii. the location of all areas to be covered by turf or other surface materials including pavement d. measures to ensure that the landscaping will be retained and managed to allow growth to maturity e. details of any landscape structures, including entrance statements f. details of cutting and filling and all retaining structures, fences and associated finishes g. contours or spot levels if appropriate h. fences size and materials i. inclusion of a controlled underground or drip irrigation system. Any such system is to be fitted with an approved testable backflow prevention device j. location of any overhead or underground services that traverse the site e.g. drainage, sewerage, electricity <p>All landscaping must be carried out in accordance with an approved Landscaping plan.</p> <p>Note: <i>Submission of the landscape plan must form part of an Operational works application.</i></p>	Prior to the site work commencing and at all times during construction and then to be maintained
14.	<p>Provide certification from a Landscape Architect or other suitably qualified person that the landscaping has been constructed and established in accordance with the conditions of this and any other relevant approval issued by the Assessment Manager.</p> <p>Note: <i>Council does not require the submission of an Operational works development application for landscaping that is nominated as Accepted development where the works comply with the nominated requirements for Accepted development.</i></p>	Prior to the commencement of the use and then to be maintained

Council Reference: 525.2021.22.1

	BUILDING SETBACKS	
15.	All dwellings must be setback in accordance with the Queensland Development Code MP1.1, with all setbacks measured from the outermost projection of the building.	Prior to the endorsement of the survey plan
	STREET AND PARK NAMES	
16.	<p>Submit for approval to the Assessment Manager a written request for the proposed naming of the streets. Each new street / road must be provided with three (3) suggested names that:</p> <p>a. reflect aspects of the area in which the streets are located, including historical names, unless otherwise determined by the Assessment manager. The order of preference in allocating street names is:</p> <p>i. historical persons / historical place name</p> <p>ii. other relevant aspects (e.g. local flora and fauna)</p> <p>iii. themes. Where themed names are proposed, a list of street names for the entire development must be submitted as part of the Operational works application for stage 1 of the development</p> <p>b. are nouns and generally contain one (1) word. Composite words may be acceptable when they supplement the primary name</p> <p>c. are unique and unambiguous to the local government area</p>	Prior to the submission of an Operational works application
17.	Supply and erect all necessary street signs and posts	Prior to the endorsement of the first survey plan
	OPERATIONAL WORK ASSOCIATED WITH THE MCU	
18.	Ensure all assessable operational work is carried out in accordance with a valid Operational Work approval.	Prior to the commencement of work
	CONSTRUCTION MANAGEMENT	
19.	<p>Unless otherwise approved in writing by the Assessment Manager, ensure no audible noise from work is made:</p> <p>a. on a business day or Saturday, before 6:30am or after 6:30pm</p> <p>b. on any other day, at any time.</p>	At all times during construction
	EARTHWORKS	
20.	Carry out all earthworks in accordance with the approved plans, the applicable Planning scheme codes, and the Planning scheme policy for development works.	At all times

Council Reference: 525.2021.22.1

	<p>Note: <i>Earthworks that comply with the applicable requirements for accepted development do not require the submission of an Operational works development application.</i></p> <p><i>Where the applicable requirements for accepted development are not met, a development application for Operational Works must be submitted to the Assessment Manager.</i></p>	
21.	Provide to the Assessment Manager certification from a Registered Professional Engineer of Queensland (RPEQ) that Earthworks have been designed and constructed in accordance with the conditions of this Development Approval and any other relevant approval issued by the Assessment Manager.	Prior to the commencement of the use
	STORMWATER	
22.	Design and implement a stormwater drainage system connecting to a lawful point of discharge.	Prior to the commencement of the use
23.	<p>Prepare and submit for approval to the Assessment Manager a revised stormwater management plan incorporating the following changes:</p> <ol style="list-style-type: none"> Revise the number of WSUD bio-retention tree pit installations (or equivalent alternative proprietary installations) to account for increased lot coverage ratios; Add provision for any upstream catchment including roadside drainage (eg. the Baxter Street kerb catchment) that currently drains through the site or its road frontage; and Provide for Q100 flows from upstream catchments, either piped or overland contained within appropriate easements. <p>All stormwater drainage work must be carried out in accordance with the approved amended Stormwater Management Plan, which may be submitted as part of an Operational Works application.</p>	Prior to or with a submission for Operational Works assessment
	WATER	
24.	Provide a reticulated water supply service to each lot by supplying all necessary material, including structures and equipment, and performing all necessary works in accordance with the applicable Planning Scheme codes and the Planning Scheme Policy for Development Works, SC6.3.	Prior to the commencement of the use

Council Reference: 525.2021.22.1

SEWERAGE		
25.	<p>Provide a reticulated sewerage service in accordance with the applicable planning scheme codes and SC6.3 Planning scheme policy for development works.</p> <p>Note: <i>Please be advised that Council does not favour sewerage and stormwater lines crossing each other under roadways as shown on the Concept Stormwater and Sewer Layout Plan CC-5782 CON01 Rev.A prepared by Empire Engineering. Please amend this detail prior to lodging an application for Operational Works approval.</i></p>	Prior to the commencement of use
26.	All sewerage infrastructure must be clear of all proposed and existing buildings.	At all times
27.	<p>Arrange to divert the existing sewerage main currently traversing Lot 98 on SP156694 (128 Miller Street) in accordance with Council's Building over sewer policy (OP-3-121).</p> <p>All work to Council's sewerage infrastructure must be carried out in accordance with a valid Operational Works approval.</p> <p>Note: <i>Submission of the detail design must form part of an Operational works application.</i></p> <p><i>All live sewer work must be undertaken by Council.</i></p>	Prior to the commencement of use
ROADWORKS AND CAR PARKING		
28.	Dedicate all new road, including widening and truncations, as road reserve.	Prior to the commencement of the use
29.	<p>Construct the new intersection generally in accordance with the approved plans and the Planning scheme policy for development works.</p> <p>Note: <i>Submission of the detail design must form part of an Operational Works application.</i></p>	Prior to the commencement of the use
30.	<p>Provide new road generally in accordance with the approved plans and the Planning scheme policy for development works.</p> <p>Note: <i>Submission of the detail design must form part of an Operational Works application.</i></p>	Prior to the commencement of the use
31.	Design and construct on-street car parking generally in accordance with the Approved plans, applicable Planning	Prior to the commencement of use

Council Reference: 525.2021.22.1

	<p>scheme codes, and the Planning scheme policy for development works.</p> <p>Car parking must:</p> <ol style="list-style-type: none"> provide a minimum of eight (8) parking spaces be designed and constructed in accordance with AS2890 Parking facilities – on-street car parking be constructed and sealed with concrete or asphalt allow sufficient clearance between parked and turning vehicles be signed and/or delineated in accordance with the Queensland manual of uniform traffic control devices allow for the provision of fill and/or boundary retaining walls and the containment and management of stormwater drainage be drained to a lawful point of discharge <p>Notes:</p> <ul style="list-style-type: none"> Where there is any conflict between the Approved plans and the Planning Scheme provisions, the Approved plans prevail. Submission of the detail design must form part of an Operational Works application. 	
32.	<p>Provide concrete barrier kerb and channel to the full Baxter Street site frontage in accordance with the Planning scheme policy for development works.</p> <p>Note: Submission of the detail design must form part of an Operational Works application.</p>	Prior to the commencement of the use
33.	<p>Repair any damaged kerb and channel, footpath, or road (including removal of concrete slurry from footpath, roads, kerb and channel, and stormwater gullies and drainlines) and reinstate existing traffic signs and pavement markings that have been removed or damaged during any works carried out in association with the approved development.</p>	Prior to the commencement of the use
PEDESTRIAN AND CYCLIST PATHS		
34.	<p>Provide 1.5m wide concrete pedestrian pathways as follows:</p> <ol style="list-style-type: none"> along one side of the new road; extending along Miller Street; extending along Baxter Street to link to the existing Baxter Street pathway; and a pram/wheelchair ramp for crossing Baxter Street and new road as necessary. <p>Note: Submission of the detail design must form part of an Operational Works application.</p>	Prior to the commencement of the use

Council Reference: 525.2021.22.1

35.	Provide a selected vehicle barrier treatment to the Miller Street frontage to prevent parking on the road verge. Specific barrier detail must be determined as part of an assessment for Operational Works approval.	Prior to the commencement of the use
	ELECTRICITY, STREET LIGHTING, TELECOMMUNICATIONS	
36.	Enter into an agreement with the Telecommunications Authority or Cable Serve provider (whichever is applicable) to ensure that telecommunications/cable services will be available to each lot. Provide evidence of such an agreement to the Assessment Manager prior to the endorsement of the survey plan.	Prior to the endorsement of the first survey plan
37.	Provide for electrical reticulation in accordance with the Planning scheme policy for development works. Detail must be determined as part of an assessment for Operational Works approval.	Prior to the commencement of the use
38.	Provide street lighting in accordance with the Planning scheme policy for development works. Detail must be determined as part of an assessment for Operational Works approval.	Prior to the commencement of the use
EASEMENTS		
39.	Lodge to the State (Titles office) for registration the following easement(s): a. a combined stormwater and sewerage easement having a minimum width of 3.5 metres, or as determined by an Operational Works assessment, whichever is the greater, to the benefit of Council that includes any sewerage and stormwater main existing or proposed traversing the site located within the easement and a minimum of one (1) metre from the easement boundary; b. a sewerage easement having a minimum width of 3.0 metres to the benefit of Council that includes any sewerage main existing or proposed traversing the land located within the easement and a minimum of one (1) metre from the easement boundary; c. stormwater drainage easements having a minimum width as determined in an Operational Works assessment to accommodate up to Q100 flows (plus climate change), to the benefit of Council or relevant upstream properties, that includes all stormwater flow paths traversing the site from upstream catchments.	Prior to the commencement of the use
40.	Ensure that any easement and rights pertaining to the parcels of land associated with this approval are maintained unless otherwise stated on the approved plan(s) or the	Prior to the commencement of use

Decision Notice – Section 63 of the *Planning Act 2016*

Page 15 of 24

Council Reference: 525.2021.22.1

	conditions of this approval. Proof of the registration or surrender of any easements is to be submitted to the Assessment Manager at the time of the submission of the Survey plan for endorsement.	
41.	Submit draft easement documentation to the Assessment Manager for endorsement.	Prior to the commencement of the use
	SERVICES AND STRUCTURES	
42.	Supply and install all service conduits and meet the cost of any alterations to public utility mains, existing mains, services, installations required in connection with the development in accordance with the applicable Planning scheme codes, Planning scheme policy for development works, or requirements of the individual service provider.	Prior to the endorsement of the survey plan
43.	Ensure all existing and proposed utility services and connections (e.g. electricity, telecommunications, water, and sewerage) are wholly located within each lot that they serve or within a suitable easement to the satisfaction of the Assessment Manager.	Prior to the endorsement of the survey plan
44.	Submit to the Assessment Manager a certificate produced by an appropriately qualified Surveyor, which certifies that: <ul style="list-style-type: none"> a. the boundary clearances for any existing buildings remaining on the site comply with the relevant provisions of the planning scheme and the <i>Building Act 1975</i>, unless otherwise agreed in writing by the Assessment Manager b. all constructed access and roadworks (including associated fill batters and retaining walls) are fully contained within a dedicated reserve or registered easement c. all utility services and connections (e.g. electricity, telecommunications, water, sewerage) are wholly located within the site or registered easement d. all retaining walls and structures are wholly contained within the site e. any fill, including fill batters, are wholly contained within the site. 	Prior to the endorsement of the survey plan

PART 1B – ADVICE NOTES

NO.	ADVICE	TIMING
	INFRASTRUCTURE CHARGES	
1.	Infrastructure charges notice (331.2021.1282.1) applicable to the development is attached to this Development approval.	Prior to the endorsement of the survey plan

Decision Notice – Section 63 of the *Planning Act 2016*

Page 16 of 24

Council Reference: 525.2021.22.1

NO.	ADVICE	TIMING
	RATES AND CHARGES	
2.	In accordance with the <i>Planning Act 2016</i> , all rates, charges, or any expenses being a charge over the subject land under any Act must be paid prior to the Plan of Subdivision being endorsed by the Assessment Manager.	Prior to the endorsement of the survey plan
	AMENITY	
3.	Ensure the development does not cause environmental nuisance or environmental harm as per the <i>Environmental Protection Act 1994</i> .	At all times
4.	Storage of flammable and /or combustible liquids must comply with the minor storage provisions of AS1940 – the storage and handling of flammable and combustible liquids.	At all times
	ENVIRONMENTAL HARM	
5.	The <i>Environmental Protection Act 1994</i> states that a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm. Environmental harm includes environmental nuisance. In this regard persons and entities, involved in the civil, earthworks, construction, and operational phases of this development, are to adhere to their 'general environmental duty' to minimise the risk of causing environmental harm. Environmental harm is defined by the Act as any adverse effect, or potential adverse effect whether temporary or permanent and of whatever magnitude, duration or frequency on an environmental value and includes environmental nuisance. Therefore, no person should cause any interference with the environment or amenity of the area by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, wastewater, waste products, grit, sediment, oil, or otherwise, or cause hazards likely in the opinion of the administering authority to cause undue disturbance or annoyance to persons or affect property no connected with the use.	At all times
	FENCES	
6.	Should any existing fence not comply with the requirements of this approval, the existing fence must be replaced in accordance with the requirements of this approval at the Developer's expense.	Prior to the endorsement of the survey plan

Council Reference: 525.2021.22.1

NO.	ADVICE	TIMING
7.	Fencing should be undertaken in accordance with the provisions of this approval and the <i>Neighbourhood Disputes (Dividing Fences and trees) Act 2011</i> . This includes appropriate mediation practices and agreements regarding the type of materials. Where a conflict exists between this approval and the Act, the approval prevails.	Prior to the endorsement of the survey plan
	WATER AND SEWERAGE	
8.	<p>In order for agreed Council work to be performed on existing live water and sewer infrastructure:</p> <ol style="list-style-type: none"> ensure a detailed design proposal is submitted to the Assessment Manager, marked 'For construction' complete and return the 'Application for water and sewer' forms (Notice to service provider) available from the Assessment Manager pay the applicable lodgment fee if necessary, a quote will be prepared by Council's Water Service section once the detailed design proposal is approved follow instructions provided with the quotation and pay the quoted fee <p>Note: <i>The 'Application for Water & Sewer' forms can cater for both water and sewer connection requirements in the one application. The applicable lodgment fee will be adjusted at the time of lodgment according to the features requested.</i></p>	At all times
9.	<p>Connection to water or sewer infrastructure is subject to further approvals. For further information about these requirements, please contact Council's Water Services section on 1300 883 699.</p> <p>No plumbing and drainage works are to commence prior to the issuing of the Plumbing and Drainage Approval by the Council.</p>	Prior to commencement of the use

PART 1C – PROPERTY NOTES

NO.	ADVICE	TIMING
10.	<p>Development approval 525.2021.22.1 – Fencing and Landscaping</p> <p>The following notation applies to the approved lot(s) 1, 12, 13, 14, 15.</p> <p>All future purchasers of the subject land should note that the fence and landscaping on the land fronting Baxter and Miller Street is regulated through a development approval. The</p>	

Decision Notice – Section 63 of the *Planning Act 2016*

Page 18 of 24

Council Reference: 525.2021.22.1

NO.	ADVICE	TIMING
	property owner must maintain the fence and landscaping in accordance with the approval.	

Council Reference: 525.2021.22.1

SCHEDULE 2 – PA EXTRACT ON APPEAL RIGHTS

CHAPTER 6, PART 1 APPEAL RIGHTS

229 Appeals to tribunal or P&E Court

- (1) Schedule 1 states—
 - (a) matters that may be appealed to—
 - (i) either a tribunal or the P&E Court; or
 - (ii) only a tribunal; or
 - (iii) only the P&E Court; and
 - (b) the person—
 - (i) who may appeal a matter (the appellant); and
 - (ii) who is a respondent in an appeal of the matter; and
 - (iii) who is a co-respondent in an appeal of the matter; and
 - (iv) who may elect to be a co-respondent in an appeal of the matter.
- (2) An appellant may start an appeal within the appeal period.
- (3) The **appeal period** is—
 - (a) for an appeal by a building advisory agency—10 business days after a decision notice for the decision is given to the agency; or
 - (b) for an appeal against a deemed refusal—at any time after the deemed refusal happens; or
 - (c) for an appeal against a decision of the Minister, under chapter 7, part 4, to register premises or to renew the registration of premises—20 business days after a notice is published under section 269(3)(a) or (4); or
 - (d) for an appeal against an infrastructure charges notice—20 business days after the infrastructure charges notice is given to the person; or
 - (e) for an appeal about a deemed approval of a development application for which a decision notice has not been given—30 business days after the applicant gives the deemed approval notice to the assessment manager; or
 - (f) for any other appeal—20 business days after a notice of the decision for the matter, including an enforcement notice, is given to the person.

Note — See the P&E Court Act for the court's power to extend the appeal period.
- (4) Each respondent and co-respondent for an appeal may be heard in the appeal.
- (5) If an appeal is only about a referral agency's response, the assessment manager may apply to the tribunal or P&E Court to withdraw from the appeal.
- (6) To remove any doubt, it is declared that an appeal against an infrastructure charges notice must not be about—
 - (a) the adopted charge itself; or
 - (b) for a decision about an offset or refund—
 - (i) the establishment cost of trunk infrastructure identified in a LGIP; or
 - (ii) the cost of infrastructure decided using the method included in the local government's charges resolution.

230 Notice of appeal

- (1) An appellant starts an appeal by lodging, with the registrar of the tribunal or P&E Court, a notice of appeal that—
 - (a) is in the approved form; and
 - (b) succinctly states the grounds of the appeal.
- (2) The notice of appeal must be accompanied by the required fee.
- (3) The appellant or, for an appeal to a tribunal, the registrar must, within the service period, give a copy of the notice of appeal to—

Decision Notice – Section 63 of the *Planning Act 2016*

Page 20 of 24

Council Reference: 525.2021.22.1

- (a) the respondent for the appeal; and
 - (b) each co-respondent for the appeal; and
 - (c) for an appeal about a development application under schedule 1, table 1, item 1—each principal submitter for the development application; and
 - (d) for an appeal about a change application under schedule 1, table 1, item 2—each principal submitter for the change application; and
 - (e) each person who may elect to become a co-respondent for the appeal, other than an eligible submitter who is not a principal submitter in an appeal under paragraph (c) or (d); and
 - (f) for an appeal to the P&E Court—the chief executive; and
 - (g) for an appeal to a tribunal under another Act—any other person who the registrar considers appropriate.
- (4) The **service period** is—
- (a) if a submitter or advice agency started the appeal in the P&E Court—2 business days after the appeal is started; or
 - (b) otherwise—10 business days after the appeal is started.
- (5) A notice of appeal given to a person who may elect to be a co-respondent must state the effect of subsection (6).
- (6) A person elects to be a co-respondent by filing a notice of election, in the approved form, within 10 business days after the notice of appeal is given to the person.

SCHEDULE 1 APPEALS

1 Appeal rights and parties to appeals

- (1) Table 1 states the matters that may be appealed to—
- (a) the P&E court; or
 - (b) a tribunal.
- (2) However, table 1 applies to a tribunal only if the matter involves—
- (a) the refusal, or deemed refusal of a development application, for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (b) a provision of a development approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (c) if a development permit was applied for—the decision to give a preliminary approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (d) a development condition if—
 - (i) the development approval is only for a material change of use that involves the use of a building classified under the Building Code as a class 2 building; and
 - (ii) the building is, or is proposed to be, not more than 3 storeys; and
 - (iii) the proposed development is for not more than 60 sole-occupancy units; or
 - (e) a decision for, or a deemed refusal of, an extension application for a development approval that is only for a material change of use of a classified building; or
 - (f) a decision for, or a deemed refusal of, a change application for a development approval that is only for a material change of use of a classified building; or
 - (g) a matter under this Act, to the extent the matter relates to—
 - (i) the Building Act, other than a matter under that Act that may or must be decided by the Queensland Building and Construction Commission; or
 - (ii) the Plumbing and Drainage Act, part 4 or 5; or

Decision Notice – Section 63 of the *Planning Act 2016*

Page 21 of 24

Council Reference: 525.2021.22.1

- (h) a decision to give an enforcement notice in relation to a matter under paragraphs (a) to (g); or
 - (i) a decision to give an infrastructure charges notice; or
 - (j) the refusal, or deemed refusal, of a conversion application; or
 - (k) a matter that, under another Act, may be appealed to the tribunal; or
 - (l) a matter prescribed by regulation.
- (3) Also, table 1 does not apply to a tribunal if the matter involves—
- (a) for a matter in subsection (2)(a) to (d)—
 - (i) a development approval for which the development application required impact assessment; and
 - (ii) a development approval in relation to which the assessment manager received a properly made submission for the development application; or
 - (b) a provision of a development approval about the identification or inclusion, under a variation approval, of a matter for the development.
- (4) Table 2 states the matters that may be appealed only to the P&E Court.
- (5) Table 3 states the matters that may be appealed only to the tribunal.
- (6) In each table—
- (a) column 1 states the appellant in the appeal; and
 - (b) column 2 states the respondent in the appeal; and
 - (c) column 3 states the co-respondent (if any) in the appeal; and
 - (d) column 4 states the co-respondents by election (if any) in the appeal.
- (7) If the chief executive receives a notice of appeal under section 230(3)(f), the chief executive may elect to be a co-respondent in the appeal.

Extract of Schedule 1 of the Planning Act 2016

Table 1 Appeals to the P&E Court and, for certain matters, to a tribunal			
1. Development applications An appeal may be made against—			
(a) the refusal of all or part of the development application; or			
(b) the deemed refusal of the development application; or			
(c) a provision of the development approval; or			
(d) if a development permit was applied for—the decision to give a preliminary approval.			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
The applicant	The assessment manager	If the appeal is about a concurrence agency's referral response—the concurrence agency	1 A concurrence agency that is not a co-respondent 2 If a chosen assessment manager is the respondent—the prescribed assessment manager 3 Any eligible advice agency for the application 4 Any eligible submitter for the application

Decision Notice – Section 63 of the *Planning Act 2016*

Page 22 of 24

Council Reference: 525.2021.22.1

Table 2 Appeals to the P&E Court only			
<p>2. Eligible submitter appeals</p> <p>An appeal may be made against the decision to give a development approval, or an approval for a change application, to the extent that the decision relates to—</p> <p>(a) any part of the development application for the development approval that required impact assessment; or</p> <p>(b) a variation request.</p>			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
<p>1 For a development application—an eligible submitter for the development application</p> <p>2 For a change application—an eligible submitter for the change application</p>	<p>1 For a development application—the assessment manager</p> <p>2 For a change application—the responsible entity</p>	<p>1 The applicant</p> <p>2 If the appeal is about a concurrence agency's referral response—the concurrence agency</p>	<p>Another eligible submitter for the application</p>
<p>3. Eligible submitter and eligible advice agency appeals</p> <p>An appeal may be made against a provision of a development approval, or failure to include a provision in the development approval, to the extent the matter relates to—</p> <p>(a) any part of the development application or the change application, for the development approval, that required impact assessment; or</p> <p>(b) a variation request.</p>			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
<p>1 For a development application—an eligible submitter for the development application</p> <p>2 For a change application—an eligible submitter for the change application</p> <p>3 An eligible advice agency for the development application or change application</p>	<p>1 For a development application—the assessment manager</p> <p>2 For a change application—the responsible entity</p>	<p>1 The applicant</p> <p>2 If the appeal is about a concurrence agency's referral response—the concurrence agency</p>	<p>Another eligible submitter for the application</p>

Note:

Attached is a Rights of Appeal Waiver form (Schedule 3). Please complete and return this form if you are satisfied with the approval and agree to the conditions contained therein and you wish to waive the 20 day appeal period available under the *Planning Act 2016*

Council Reference: 525.2021.22.1

SCHEDULE 3 – RIGHT OF APPEAL WAIVER



Mail To: Bundaberg Regional Council
Email Address: development@bundaberg.qld.gov.au
Attention: Development Assessment

RE:

Council reference: 525.2021.22.1

Property Address: 126 & 128 Miller Street, Bargara; land described as Lot 98 on SP156694 and Lot 6 on CK3683

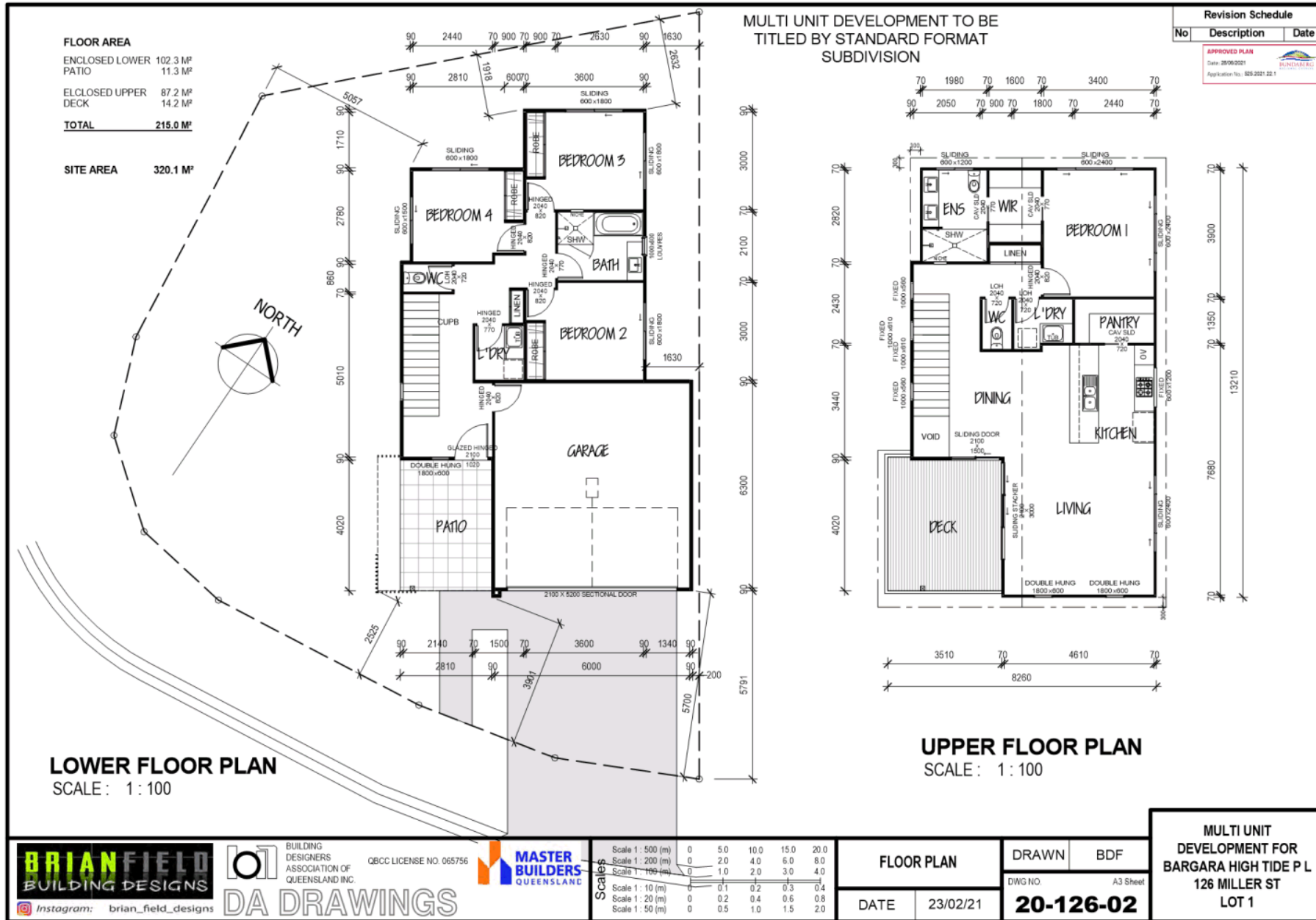
This advice is to confirm that I/We have received the above approval and agree to the conditions contained therein. I/We hereby waiver My/Our appeal rights available under the *Planning Act 2016*.

Applicant's Name: _____

Signature: _____

Date: _____







Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 20/02/21		
Project No: 20-126-03		



DA DRAWINGS

 <p>Instagram: brian_feld_designs</p>	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  <p>QBCC LICENSE NO. 065756</p>	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE P L 126 MILLER ST LOT 1	DATE 23/02/21 DRAWN BDF DWG NO. A3 Sheet 20-126-03
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	No	Description	Date
		APPROVED PLAN Date: 28/09/21 Application No: 155/2019/011	

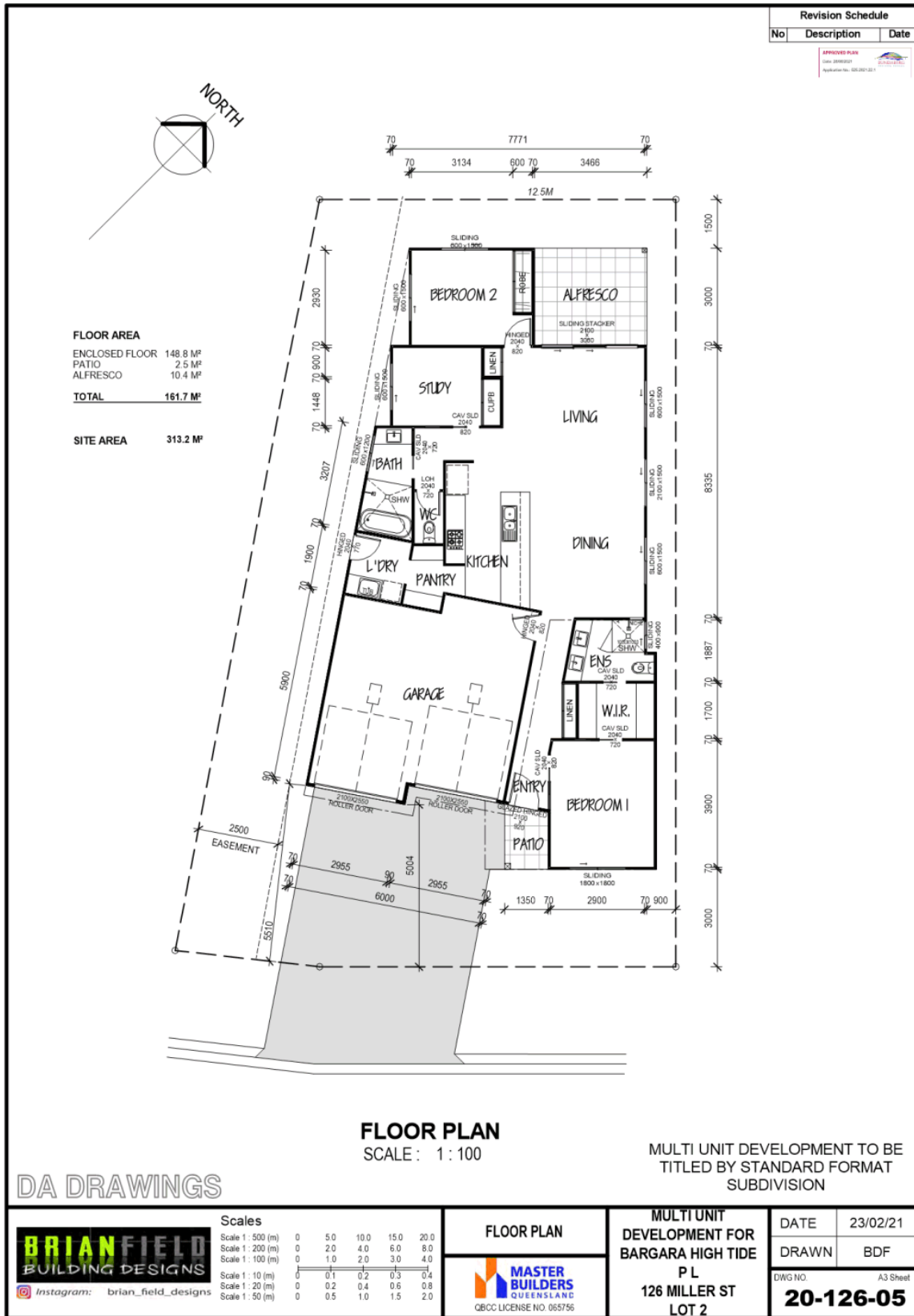
ELEVATION 1 - FRONT
SCALE : 1 : 100

ELEVATION 2 - SIDE
SCALE : 1 : 100

ELEVATION 3 - REAR
SCALE : 1 : 100

ELEVATION 4 - SIDE
SCALE : 1 : 100



	BUILDING DESIGNERS ASSOCIATION OF QUEENSLAND INC. QBCC LICENSE NO. 065756	Scale 1 : 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1 : 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1 : 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1 : 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1 : 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1 : 50 (m) 0 0.5 1.0 1.5 2.0	ELEVATIONS	DRAWN BDF DWG NO. A3 Sheet 20-126-04	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE P L 126 MILLER ST LOT 1
	DATE 23/02/21				



Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 20/02/21		
Project No: 20-126-06		



DA DRAWINGS

 <p>Instagram: brian_field_designs</p>	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0					VISUALISATIONS  QBCC LICENSE NO. 065756		MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE P L 126 MILLER ST LOT 2		DATE 23/02/21 DRAWN BDF
				DWG NO. A3 Sheet 20-126-06						

Revision Schedule		
No	Description	Date
	<small>APPROVED PLAN</small> <small>Date: 20/02/21</small> <small>Registration No. 202101-214</small>	

ELEVATION 1 - FRONT
SCALE : 1 : 100

CEILING HEIGHT 2.550 m

FLOOR LEVEL 0.000 m

ALFRESCOPATIO LEVEL -0.045 m

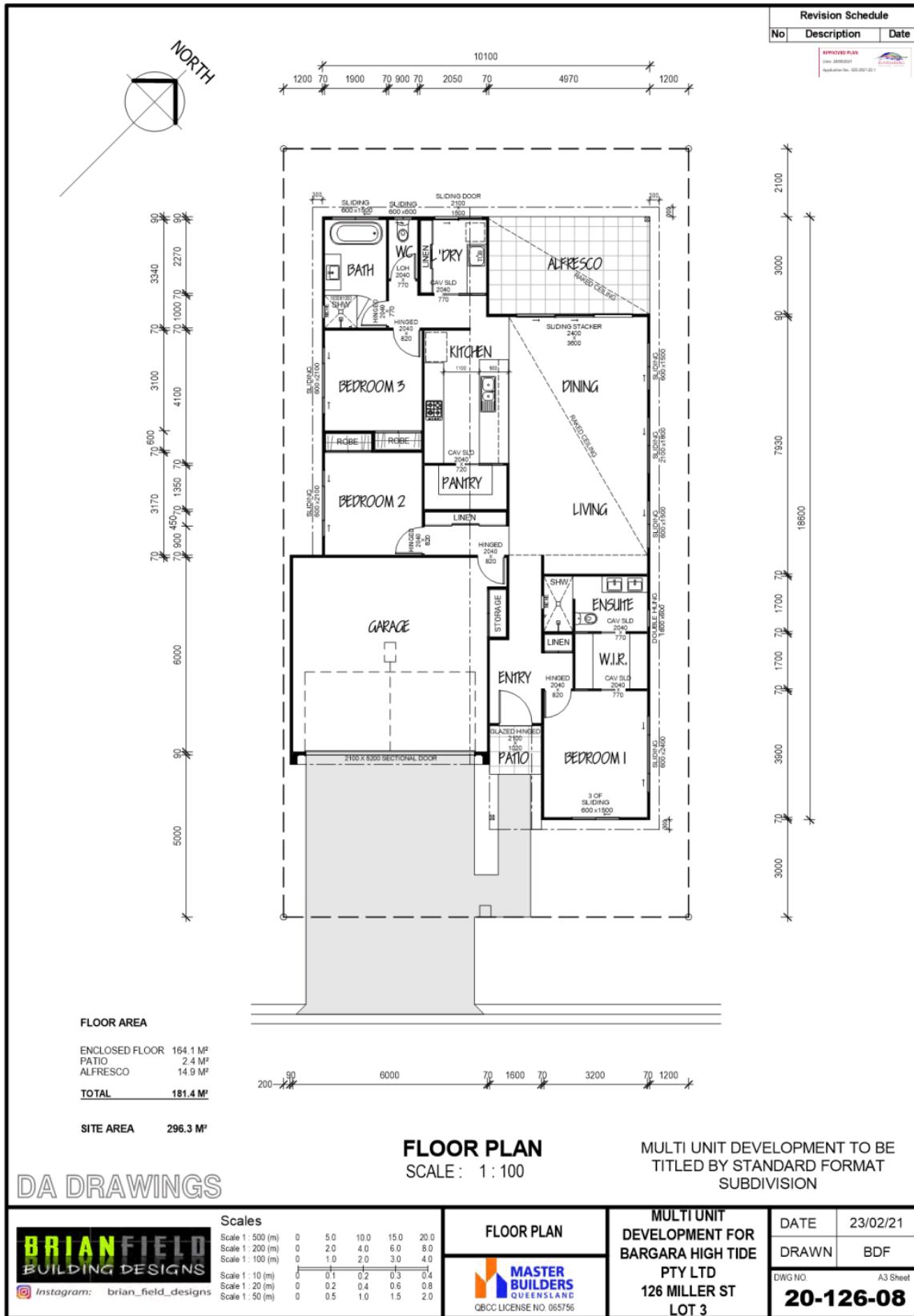
ELEVATION 2 - SIDE
SCALE : 1 : 100

ELEVATION 3 - REAR
SCALE : 1 : 100

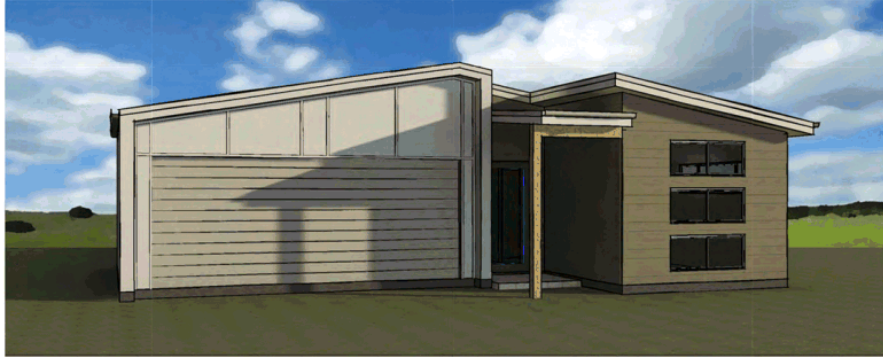
ELEVATION 4 - SIDE
SCALE : 1 : 100

DA DRAWINGS



 Instagram: brian_field_designs	Scales				
	Scale 1 : 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1 : 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1 : 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1 : 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1 : 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1 : 50 (m) 0 0.5 1.0 1.5 2.0	ELEVATIONS QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE P L 126 MILLER ST LOT 2	DATE 23/02/21 DRAWN BDF	DWG NO. A3 Sheet 20-126-07



Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 20/02/21		
Registration No. 202-207-214		



DA DRAWINGS

 <p>Instagram: brian_field_designs</p>	<p>Scales</p> <table border="1"> <tr> <td>Scale 1: 500 (m)</td> <td>0</td> <td>5.0</td> <td>10.0</td> <td>15.0</td> <td>20.0</td> </tr> <tr> <td>Scale 1: 200 (m)</td> <td>0</td> <td>2.0</td> <td>4.0</td> <td>6.0</td> <td>8.0</td> </tr> <tr> <td>Scale 1: 100 (m)</td> <td>0</td> <td>1.0</td> <td>2.0</td> <td>3.0</td> <td>4.0</td> </tr> <tr> <td>Scale 1: 10 (m)</td> <td>0</td> <td>0.1</td> <td>0.2</td> <td>0.3</td> <td>0.4</td> </tr> <tr> <td>Scale 1: 20 (m)</td> <td>0</td> <td>0.2</td> <td>0.4</td> <td>0.6</td> <td>0.8</td> </tr> <tr> <td>Scale 1: 50 (m)</td> <td>0</td> <td>0.5</td> <td>1.0</td> <td>1.5</td> <td>2.0</td> </tr> </table>	Scale 1: 500 (m)	0	5.0	10.0	15.0	20.0	Scale 1: 200 (m)	0	2.0	4.0	6.0	8.0	Scale 1: 100 (m)	0	1.0	2.0	3.0	4.0	Scale 1: 10 (m)	0	0.1	0.2	0.3	0.4	Scale 1: 20 (m)	0	0.2	0.4	0.6	0.8	Scale 1: 50 (m)	0	0.5	1.0	1.5	2.0	<p>VISUALISATIONS</p>  <p>QBCC LICENSE NO. 065756</p>	<p>MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 3</p>	<table border="1"> <tr> <td>DATE</td> <td>23/02/21</td> </tr> <tr> <td>DRAWN</td> <td>BDF</td> </tr> <tr> <td>DWG NO.</td> <td>A3 Sheet</td> </tr> <tr> <td colspan="2">20-126-09</td> </tr> </table>	DATE	23/02/21	DRAWN	BDF	DWG NO.	A3 Sheet	20-126-09	
	Scale 1: 500 (m)	0	5.0	10.0	15.0	20.0																																										
Scale 1: 200 (m)	0	2.0	4.0	6.0	8.0																																											
Scale 1: 100 (m)	0	1.0	2.0	3.0	4.0																																											
Scale 1: 10 (m)	0	0.1	0.2	0.3	0.4																																											
Scale 1: 20 (m)	0	0.2	0.4	0.6	0.8																																											
Scale 1: 50 (m)	0	0.5	1.0	1.5	2.0																																											
DATE	23/02/21																																															
DRAWN	BDF																																															
DWG NO.	A3 Sheet																																															
20-126-09																																																

Revision Schedule		
No	Description	Date
1	APPROVED PLAN Date: 20/02/21 Registration No. 2021/021	20/02/21

ELEVATION 1 - FRONT
SCALE: 1 : 100

CEILING HEIGHT 2.550 m

FLOOR LEVEL 0.000 m

ALFRESCO/PATIO LEVEL -0.045 m

ELEVATION 2 - SIDE
SCALE: 1 : 100

ELEVATION 3 - REAR
SCALE: 1 : 100

ELEVATION 4 - SIDE
SCALE: 1 : 100

DA DRAWINGS

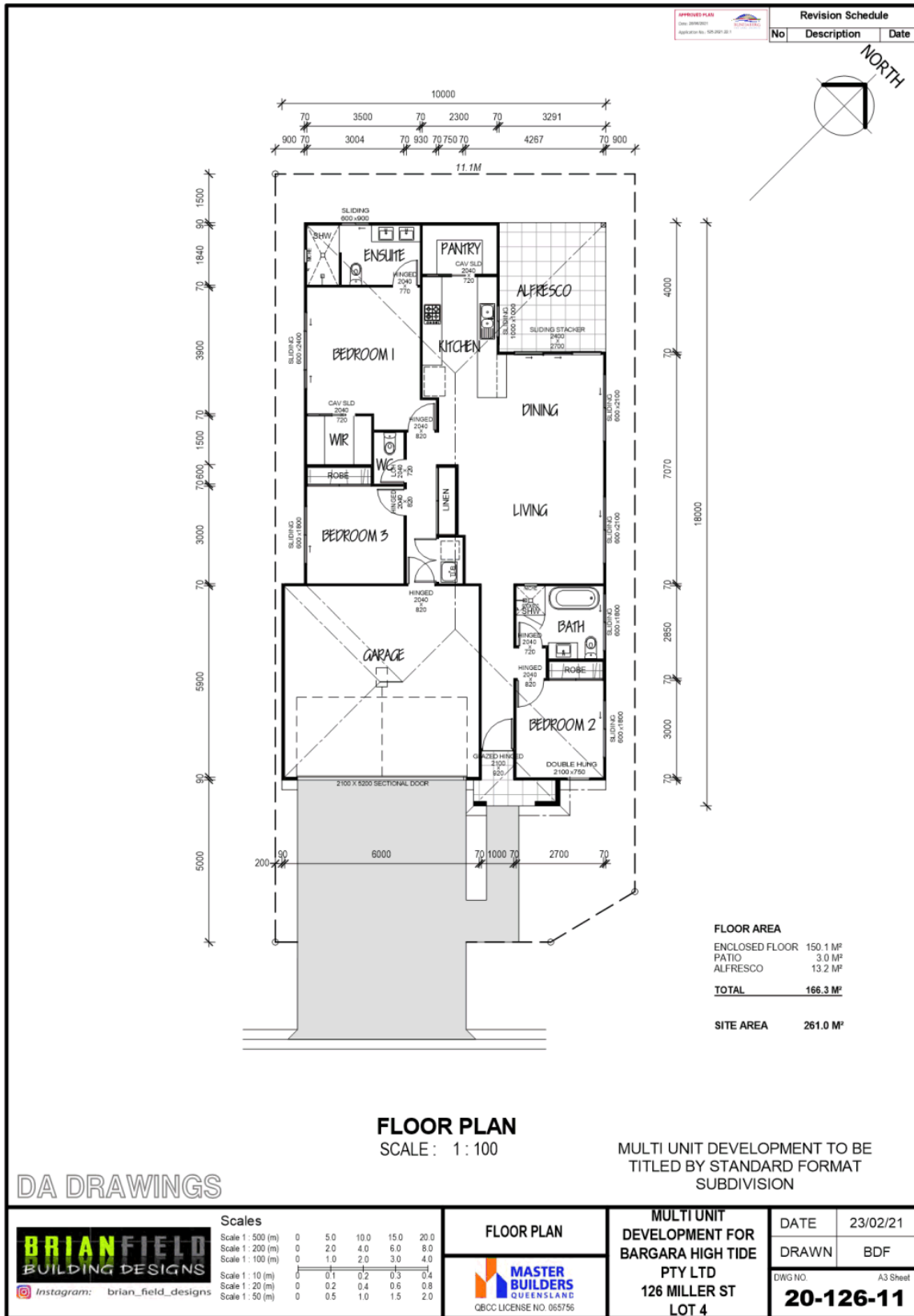
Scales

Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0
Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0
Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0
Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4
Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0

ELEVATIONS

**MULTI UNIT
DEVELOPMENT FOR
BARGARA HIGH TIDE
PTY LTD
126 MILLER ST
LOT 3**

DATE	23/02/21
DRAWN	BDF
DWG NO.	A3 Sheet
20-126-10	





Revision Schedule		
No	Description	Date

APPROVED PLAN
 Date: 20/02/21
 Plan No: 20-126-12



DA DRAWINGS

 Instagram: brian_field_designs	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 4	DATE 23/02/21 DRAWN BDF DWG NO. 20-126-12 A3 Sheet
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Revision Schedule		
No	Description	Date
1	APPROVED PLAN Date: 20/02/21 Registration No. 202-201-214	

ELEVATION 1 - FRONT
SCALE: 1:100

ELEVATION 2 - SIDE
SCALE: 1:100

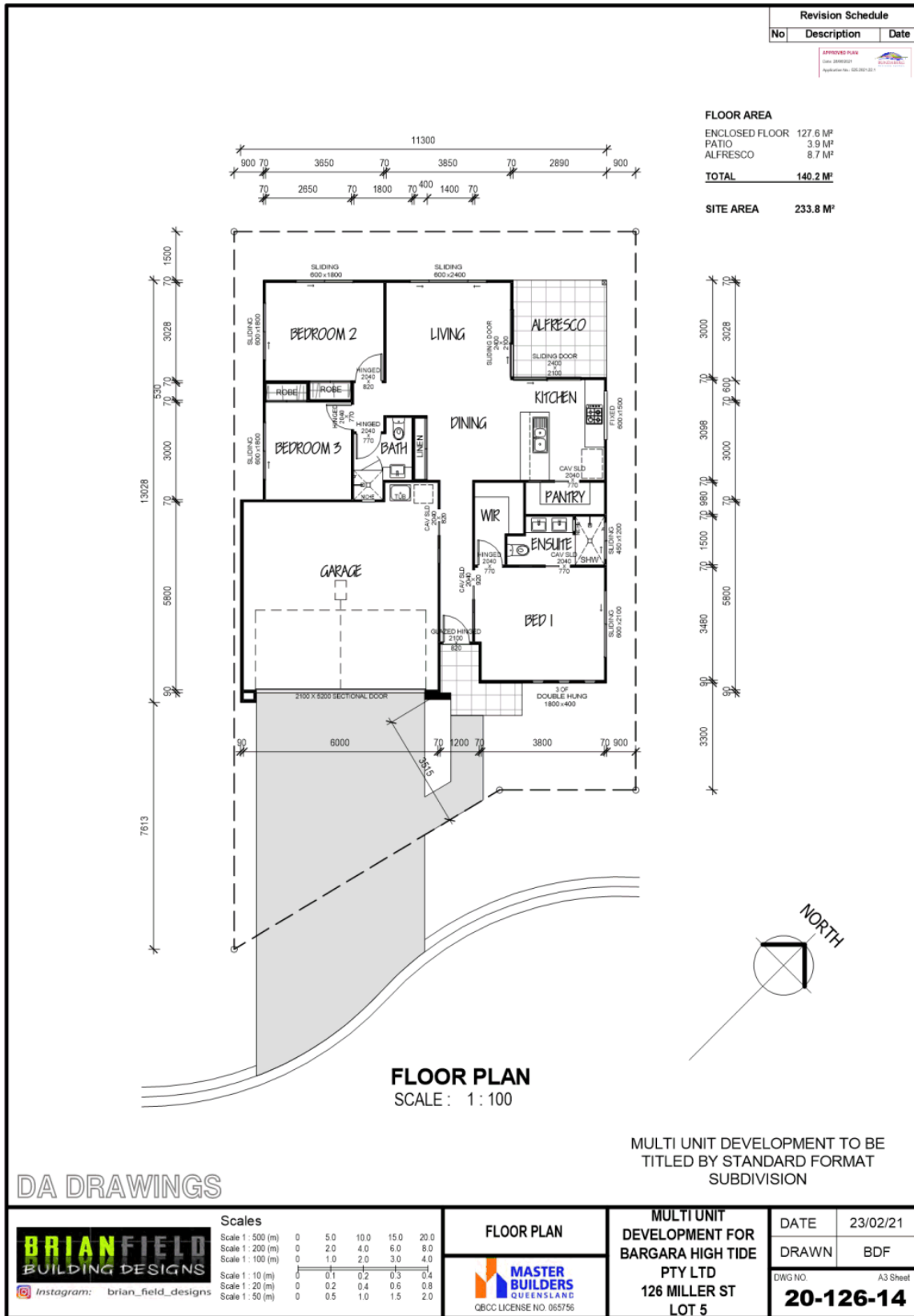
ELEVATION 3 - REAR
SCALE: 1:100

ELEVATION 4 - SIDE
SCALE: 1:100

DA DRAWINGS

 Instagram: brian_field_designs	Scales					
	Scale 1: 500 (m)	0	5.0	10.0	15.0	20.0
	Scale 1: 200 (m)	0	2.0	4.0	6.0	8.0
	Scale 1: 100 (m)	0	1.0	2.0	3.0	4.0
	Scale 1: 10 (m)	0	0.1	0.2	0.3	0.4
Scale 1: 20 (m)	0	0.2	0.4	0.6	0.8	
Scale 1: 50 (m)	0	0.5	1.0	1.5	2.0	

ELEVATIONS	 QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 4	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE</td> <td style="width: 50%;">23/02/21</td> </tr> <tr> <td>DRAWN</td> <td>BDF</td> </tr> <tr> <td>DWG NO.</td> <td>A3 Sheet</td> </tr> <tr> <td colspan="2" style="text-align: center;">20-126-13</td> </tr> </table>	DATE	23/02/21	DRAWN	BDF	DWG NO.	A3 Sheet	20-126-13	
DATE	23/02/21										
DRAWN	BDF										
DWG NO.	A3 Sheet										
20-126-13											



DA DRAWINGS

<p>Instagram: brian_field_designs</p>	<p>Scales</p> <table border="0"> <tr> <td>Scale 1 : 500 (m)</td> <td>0</td> <td>5.0</td> <td>10.0</td> <td>15.0</td> <td>20.0</td> </tr> <tr> <td>Scale 1 : 200 (m)</td> <td>0</td> <td>2.0</td> <td>4.0</td> <td>6.0</td> <td>8.0</td> </tr> <tr> <td>Scale 1 : 100 (m)</td> <td>0</td> <td>1.0</td> <td>2.0</td> <td>3.0</td> <td>4.0</td> </tr> <tr> <td>Scale 1 : 10 (m)</td> <td>0</td> <td>0.1</td> <td>0.2</td> <td>0.3</td> <td>0.4</td> </tr> <tr> <td>Scale 1 : 20 (m)</td> <td>0</td> <td>0.2</td> <td>0.4</td> <td>0.6</td> <td>0.8</td> </tr> <tr> <td>Scale 1 : 50 (m)</td> <td>0</td> <td>0.5</td> <td>1.0</td> <td>1.5</td> <td>2.0</td> </tr> </table>	Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0	Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0	Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0	Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4	Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8	Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0	<p>FLOOR PLAN</p> <p>QBCC LICENSE NO. 065756</p>	<p>MULTI UNIT DEVELOPMENT FOR BARGARRA HIGH TIDE PTY LTD 126 MILLER ST LOT 5</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE</td> <td>23/02/21</td> </tr> <tr> <td>DRAWN</td> <td>BDF</td> </tr> <tr> <td>DWG NO.</td> <td>A3 Sheet</td> </tr> <tr> <td colspan="2" style="text-align: center;">20-126-14</td> </tr> </table>	DATE	23/02/21	DRAWN	BDF	DWG NO.	A3 Sheet	20-126-14	
	Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0																																										
	Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0																																										
Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0																																											
Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4																																											
Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8																																											
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0																																											
DATE	23/02/21																																															
DRAWN	BDF																																															
DWG NO.	A3 Sheet																																															
20-126-14																																																

Revision Schedule		
No	Description	Date
<small>APPROVED PLAN</small> <small>Date: 20/02/21</small> <small>Application No. 20-126-15</small>		

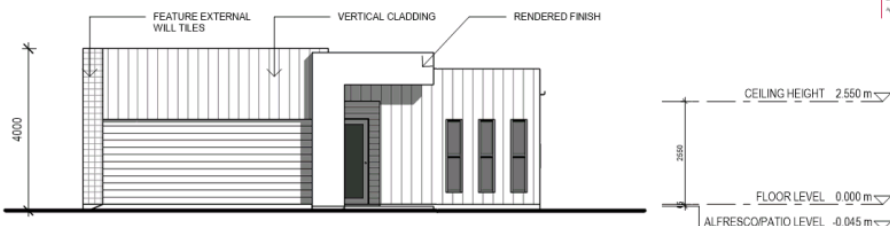




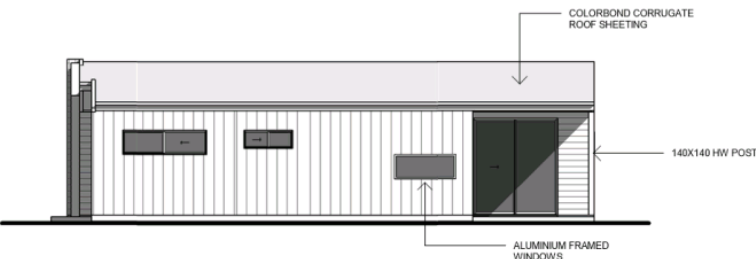
DA DRAWINGS

 <small>Instagram: brian_field_designs</small>	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  <small>QBCC LICENSE NO. 065756</small>	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 5	DATE 23/02/21 DRAWN BDF DWG NO. 20-126-15 <small>A3 Sheet</small>
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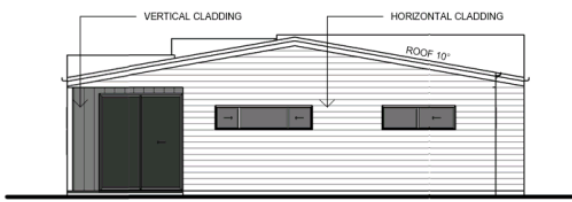
Revision Schedule		
No	Description	Date
1	APPROVED PLAN Date: 20/02/21 Replaces No. 20-126-16	20/02/21



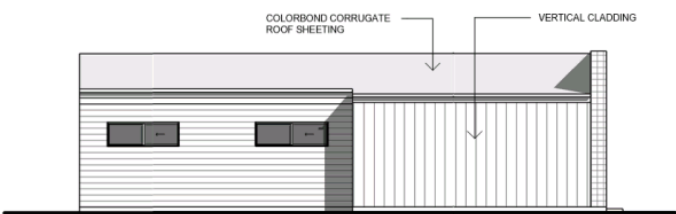
ELEVATION 1 - FRONT
SCALE: 1:100



ELEVATION 2 - SIDE
SCALE: 1:100





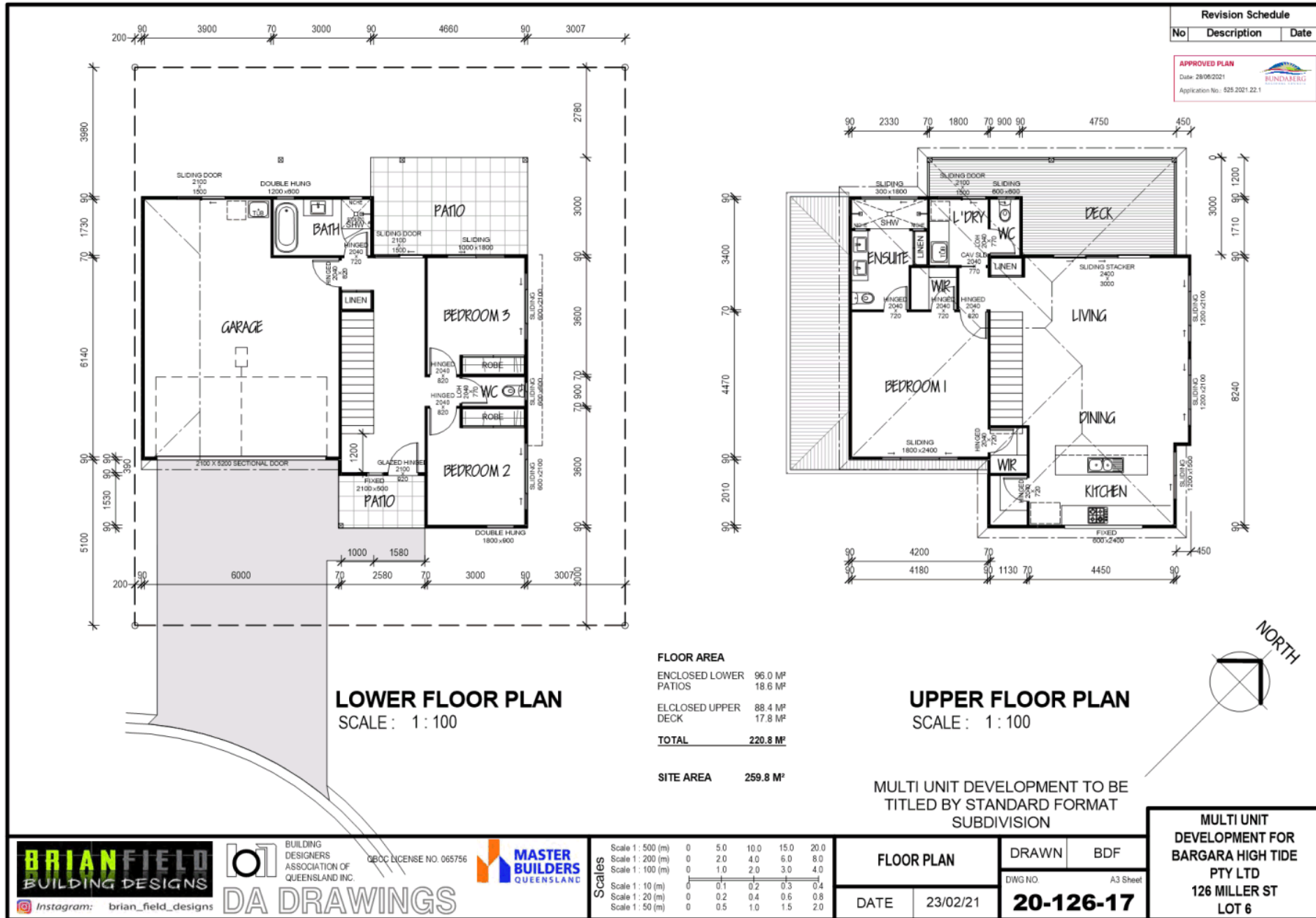
ELEVATION 3 - REAR
SCALE: 1:100



ELEVATION 4 - SIDE
SCALE: 1:100

DA DRAWINGS



 Instagram: brian_field_designs	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	ELEVATIONS  QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 5	DATE 23/02/21 DRAWN BDF	DWG NO. A3 Sheet 20-126-16
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Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 20/02/21		
Project No: 20-126-18		



DA DRAWINGS

 <p>Instagram: brian_field_designs</p>	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  <p>QBCC LICENSE NO. 065756</p>	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 6	DATE 23/02/21 DRAWN BDF DWG NO. A3 Sheet 20-126-18
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ELEVATION 1 - FRONT
SCALE : 1 : 100

Revision Schedule		
No	Description	Date
<div style="border: 1px solid red; padding: 2px; display: inline-block;"> APPROVED PLAN Date: 24/02/21 Application No: 221/2021/2 </div>		

ELEVATION 2 - SIDE
SCALE : 1 : 100

ELEVATION 3 - REAR
SCALE : 1 : 100

ELEVATION 4 - SIDE
SCALE : 1 : 100

Instagram: brian_field_designs

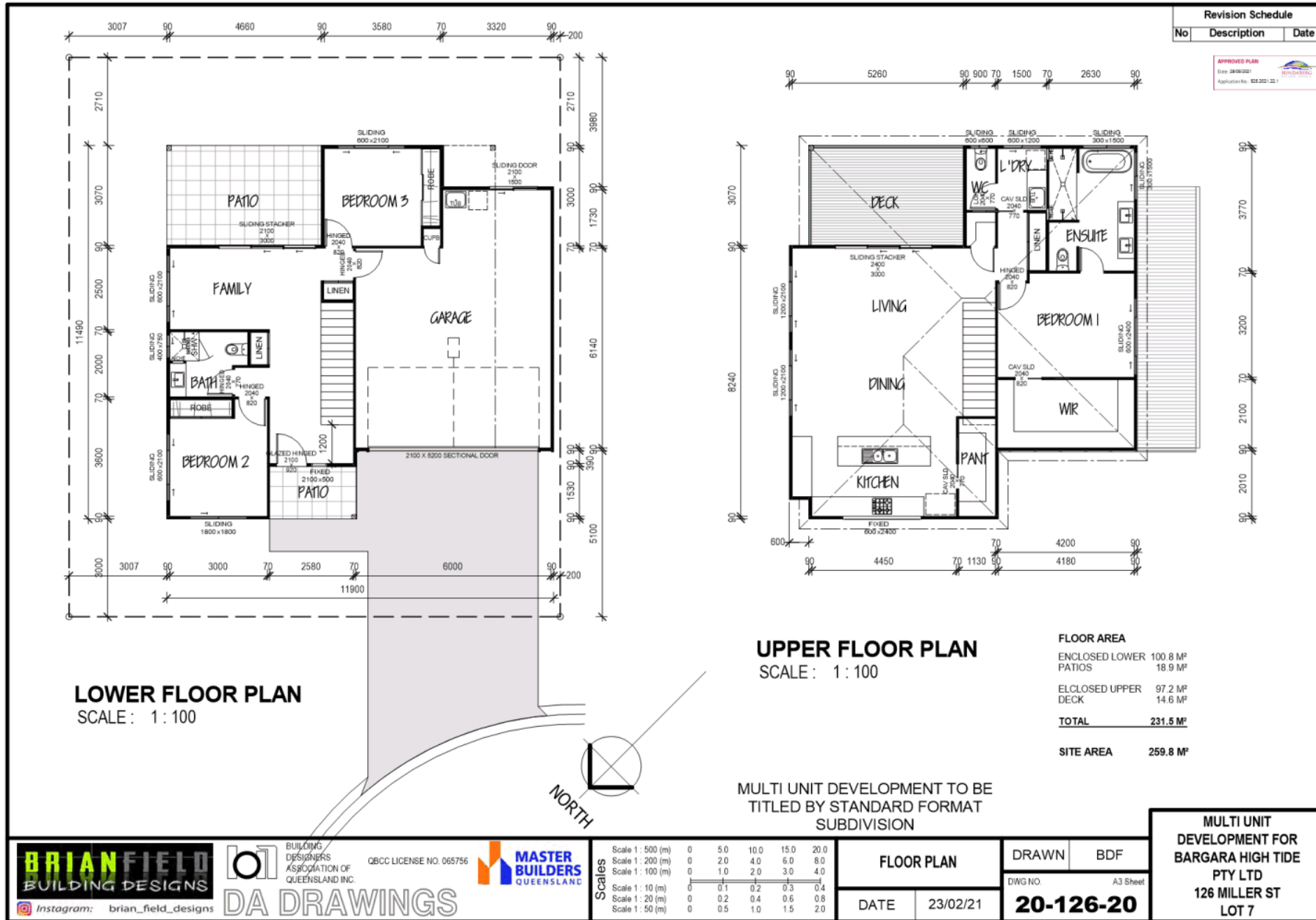
BUILDING DESIGNERS ASSOCIATION OF QUEENSLAND INC. QBCC LICENSE NO. 065756

Scales	Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0
	Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0
	Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0
	Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4
	Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0	

ELEVATIONS	
DATE	23/02/21

DRAWN	BDF
DWG NO. A3 Sheet	
20-126-19	

MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD
126 MILLER ST
LOT 6



Revision Schedule		
No	Description	Date
APPROVED PLAN Date: 20/02/21 Application No.: 20-126-21		





DA DRAWINGS

 Instagram: brian_field_designs	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 7	DATE 23/02/21 DRAWN BDF DWG NO. A3 Sheet 20-126-21
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	No	Description	Date
		<small>APPROVED PLAN</small> <small>State 20190201</small> <small>Application No: 190-011-2017</small>	

ELEVATION 1 - FRONT
SCALE : 1 : 100

ELEVATION 2 - SIDE
SCALE : 1 : 100

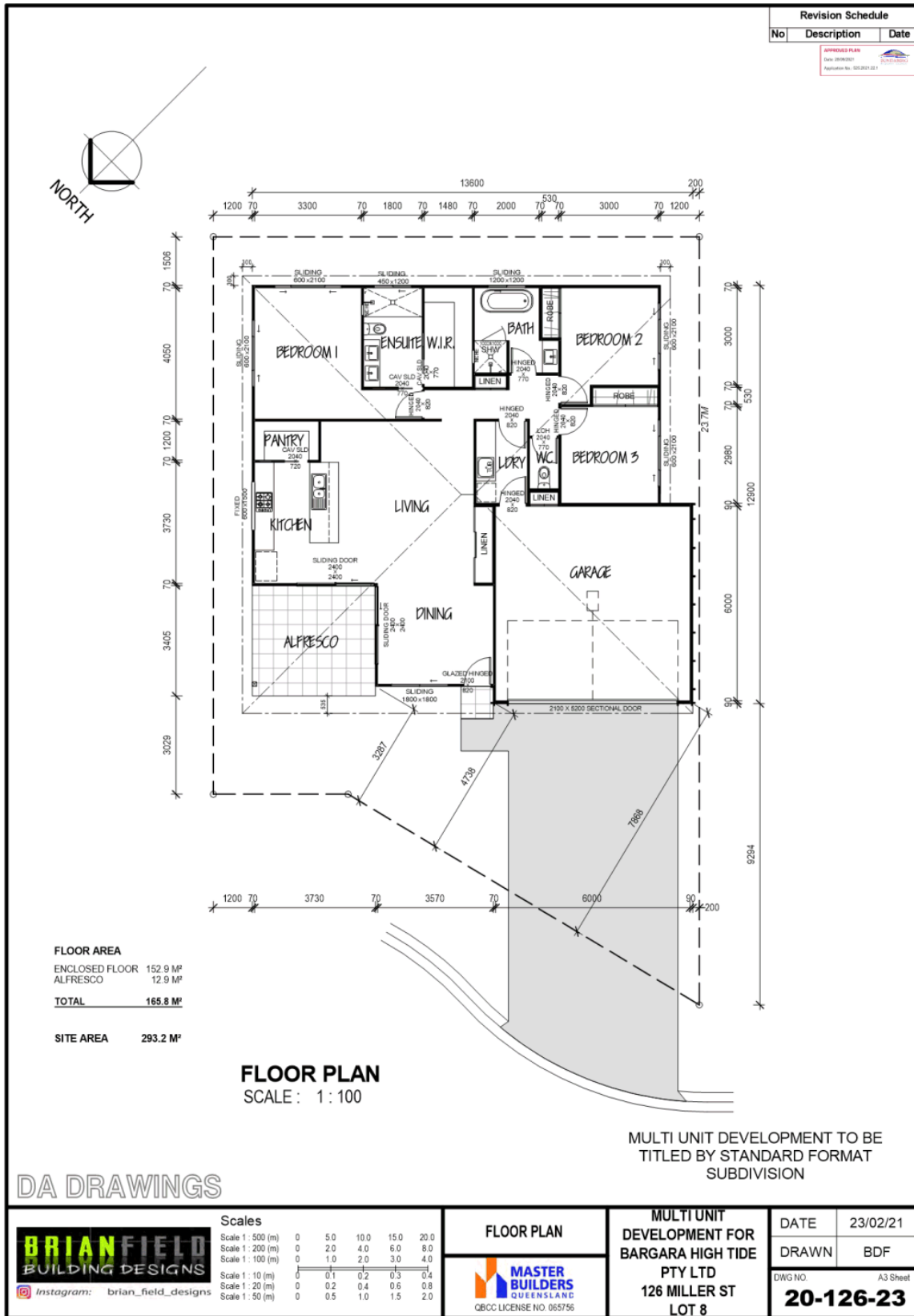
ELEVATION 3 - REAR
SCALE : 1 : 100

ELEVATION 4 - SIDE
SCALE : 1 : 100

 <small>Instagram: brian_field_designs</small>	 <small>BUILDING DESIGNERS ASSOCIATION OF QUEENSLAND INC.</small>	 <small>QBCC LICENSE NO. 065756</small>	Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0
			Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0
			Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0
			Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4
			Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8
			Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0

ELEVATIONS	DRAWN	BDF	
DATE	23/02/21	DWG NO.	A3 Sheet
		20-126-22	



MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 7



Revision Schedule		
No	Description	Date
<small>APPROVED PLAN</small> <small>Date: 23/02/21</small> <small>Application No.: DE201/21</small>		



DA DRAWINGS

 <small>Instagram: brian_field_designs</small>	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  <small>QBCC LICENSE NO. 065756</small>	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 8	DATE 23/02/21 DRAWN BDF DWG NO. A3 Sheet 20-126-24
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Revision Schedule		
No	Description	Date
<small>APPROVED PLAN</small> <small>Date: 20/02/21</small> <small>Application No.: DA2021/217</small>		

ELEVATION 1 - FRONT
SCALE : 1 : 100

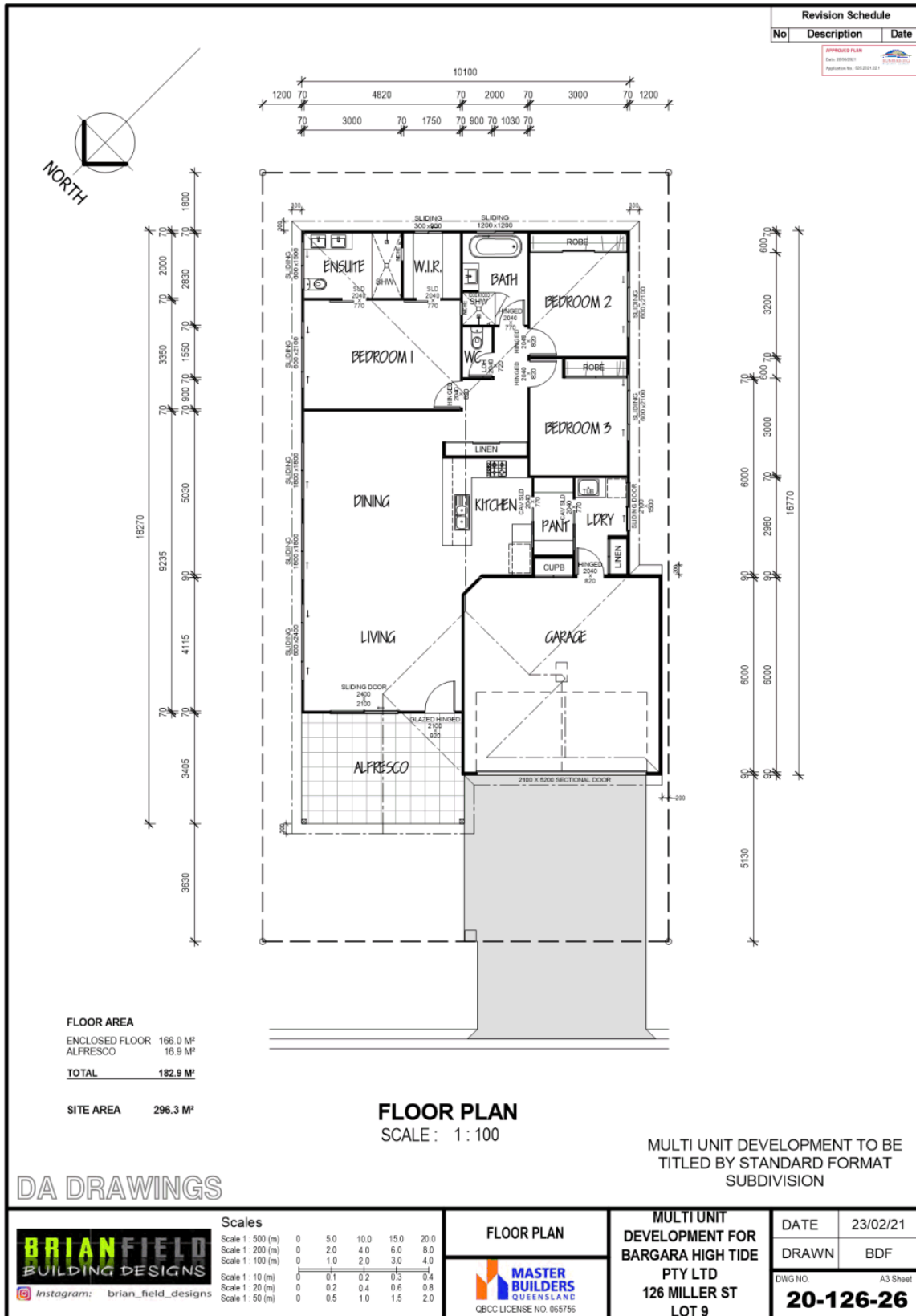
ELEVATION 2 - SIDE
SCALE : 1 : 100

ELEVATION 3 - REAR
SCALE : 1 : 100

ELEVATION 4 - SIDE
SCALE : 1 : 100

DA DRAWINGS



 <small>Instagram: brian_field_designs</small>	Scales					ELEVATIONS <small>QBCC LICENSE NO. 065756</small>	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD		DATE	23/02/21	
	Scale 1 : 500 (m)	0	5.0	10.0	15.0		20.0	126 MILLER ST LOT 8		DRAWN	BDF
	Scale 1 : 200 (m)	0	2.0	4.0	6.0		8.0	DWG NO.	A3 Sheet	20-126-25	
	Scale 1 : 100 (m)	0	1.0	2.0	3.0		4.0				
	Scale 1 : 10 (m)	0	0.1	0.2	0.3		0.4				
Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8						
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0						



Revision Schedule		
No	Description	Date
<small>APPROVED PLAN</small> <small>Date: 23/02/21</small> <small>Application No.: 20-126-27</small>		



DA DRAWINGS

 Instagram: brian_field_designs	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 9	DATE 23/02/21 DRAWN BDF DWG NO. A3 Sheet 20-126-27
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Revision Schedule		
No	Description	Date
<small>APPROVED PLAN</small> <small>Date: 20/02/21</small> <small>Application No.: 20-126-28-1</small>		

CEILING HEIGHT 2.550 m

2550

FLOOR LEVEL 0.000 m

ALFRESCOPATIO LEVEL -0.045 m

ELEVATION 1 - FRONT
SCALE : 1 : 100

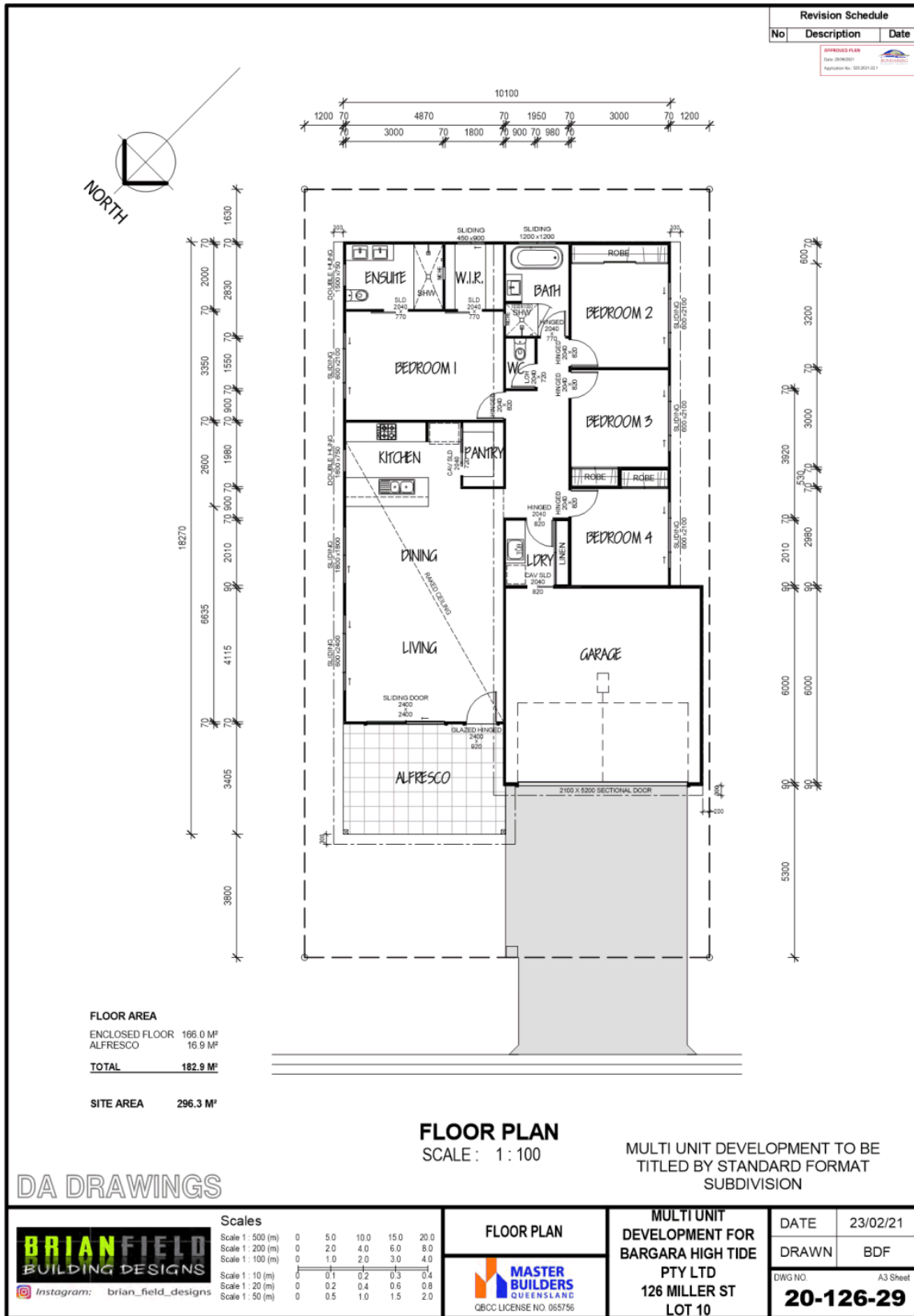
ELEVATION 2 - SIDE
SCALE : 1 : 100

ELEVATION 3 - REAR
SCALE : 1 : 100

ELEVATION 4 - SIDE
SCALE : 1 : 100

DA DRAWINGS



 <small>Instagram: brian_field_designs</small>	<p>Scales</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Scale 1 : 500 (m)</td> <td>0</td> <td>5.0</td> <td>10.0</td> <td>15.0</td> <td>20.0</td> </tr> <tr> <td>Scale 1 : 200 (m)</td> <td>0</td> <td>2.0</td> <td>4.0</td> <td>6.0</td> <td>8.0</td> </tr> <tr> <td>Scale 1 : 100 (m)</td> <td>0</td> <td>1.0</td> <td>2.0</td> <td>3.0</td> <td>4.0</td> </tr> <tr> <td>Scale 1 : 10 (m)</td> <td>0</td> <td>0.1</td> <td>0.2</td> <td>0.3</td> <td>0.4</td> </tr> <tr> <td>Scale 1 : 20 (m)</td> <td>0</td> <td>0.2</td> <td>0.4</td> <td>0.6</td> <td>0.8</td> </tr> <tr> <td>Scale 1 : 50 (m)</td> <td>0</td> <td>0.5</td> <td>1.0</td> <td>1.5</td> <td>2.0</td> </tr> </table>	Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0	Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0	Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0	Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4	Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8	Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0	<p>ELEVATIONS</p> <small>QBCC LICENSE NO. 065756</small>	<p>MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 9</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DATE</td> <td>23/02/21</td> </tr> <tr> <td>DRAWN</td> <td>BDF</td> </tr> <tr> <td>DWG NO.</td> <td>A3 Sheet</td> </tr> <tr> <td colspan="2" style="text-align: center; font-weight: bold; font-size: 18px;">20-126-28</td> </tr> </table>	DATE	23/02/21	DRAWN	BDF	DWG NO.	A3 Sheet	20-126-28	
	Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0																																										
Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0																																											
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Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4																																											
Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8																																											
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0																																											
DATE	23/02/21																																															
DRAWN	BDF																																															
DWG NO.	A3 Sheet																																															
20-126-28																																																



Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 23/02/21		
Application No.: 20-126-30		



DA DRAWINGS

 <p>Instagram: brian_field_designs</p>	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  <p>QBCC LICENSE NO. 065756</p>	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 10	DATE 23/02/21 DRAWN BDF DWG NO. A3 Sheet 20-126-30
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Revision Schedule		
No	Description	Date
<small>APPROVED PLAN</small> <small>Date: 20/02/21</small> <small>Application No.: 20-126-31</small>		

ELEVATION 1 - FRONT
SCALE: 1 : 100

CEILING HEIGHT 2.550 m

FLOOR LEVEL 0.000 m

ALFRESCOPATIO LEVEL -0.045 m

ELEVATION 2 - SIDE
SCALE: 1 : 100

ELEVATION 3 - REAR
SCALE: 1 : 100

ELEVATION 4 - SIDE
SCALE: 1 : 100

DA DRAWINGS

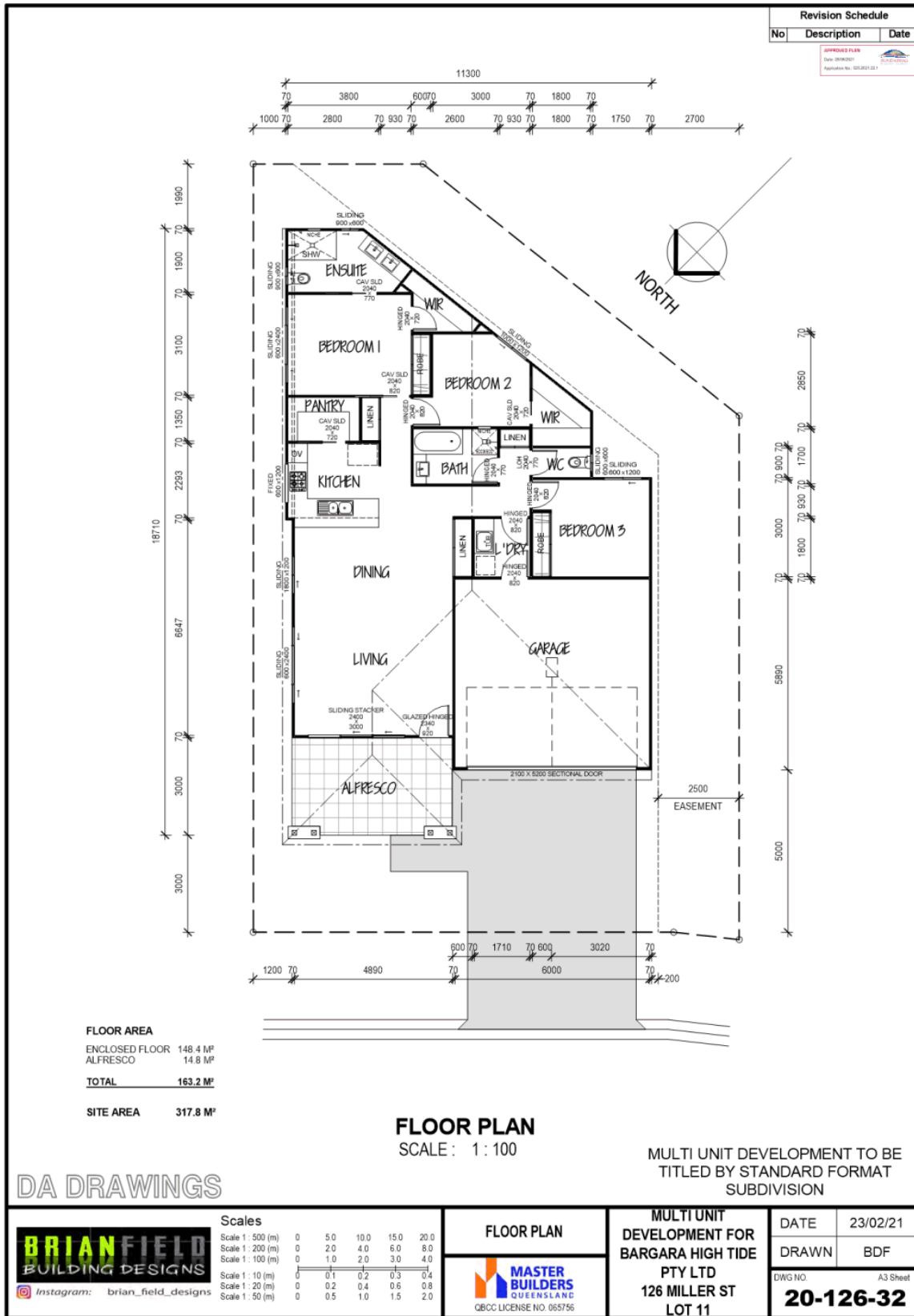
Scales

Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0
Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0
Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0
Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4
Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0

ELEVATIONS

MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD
126 MILLER ST LOT 10



DATE	23/02/21
DRAWN	BDF
DWG NO.	A3 Sheet
20-126-31	



Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 23/02/21		
Application No.: 20-126-33		



DA DRAWINGS

 <p>Instagram: brian_field_designs</p>	<p>Scales</p> <table border="1"> <tr> <td>Scale 1: 500 (m)</td> <td>0</td> <td>5.0</td> <td>10.0</td> <td>15.0</td> <td>20.0</td> </tr> <tr> <td>Scale 1: 200 (m)</td> <td>0</td> <td>2.0</td> <td>4.0</td> <td>6.0</td> <td>8.0</td> </tr> <tr> <td>Scale 1: 100 (m)</td> <td>0</td> <td>1.0</td> <td>2.0</td> <td>3.0</td> <td>4.0</td> </tr> <tr> <td>Scale 1: 10 (m)</td> <td>0</td> <td>0.1</td> <td>0.2</td> <td>0.3</td> <td>0.4</td> </tr> <tr> <td>Scale 1: 20 (m)</td> <td>0</td> <td>0.2</td> <td>0.4</td> <td>0.6</td> <td>0.8</td> </tr> <tr> <td>Scale 1: 50 (m)</td> <td>0</td> <td>0.5</td> <td>1.0</td> <td>1.5</td> <td>2.0</td> </tr> </table>	Scale 1: 500 (m)	0	5.0	10.0	15.0	20.0	Scale 1: 200 (m)	0	2.0	4.0	6.0	8.0	Scale 1: 100 (m)	0	1.0	2.0	3.0	4.0	Scale 1: 10 (m)	0	0.1	0.2	0.3	0.4	Scale 1: 20 (m)	0	0.2	0.4	0.6	0.8	Scale 1: 50 (m)	0	0.5	1.0	1.5	2.0	<p>VISUALISATIONS</p>  <p>QBCC LICENSE NO. 065756</p>	<p>MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 11</p>	<table border="1"> <tr> <td>DATE</td> <td>23/02/21</td> </tr> <tr> <td>DRAWN</td> <td>BDF</td> </tr> <tr> <td>DWG NO.</td> <td>A3 Sheet</td> </tr> <tr> <td colspan="2">20-126-33</td> </tr> </table>	DATE	23/02/21	DRAWN	BDF	DWG NO.	A3 Sheet	20-126-33	
	Scale 1: 500 (m)	0	5.0	10.0	15.0	20.0																																										
Scale 1: 200 (m)	0	2.0	4.0	6.0	8.0																																											
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DATE	23/02/21																																															
DRAWN	BDF																																															
DWG NO.	A3 Sheet																																															
20-126-33																																																

Revision Schedule		
No	Description	Date
<small>APPROVED PLAN</small> <small>Date: 20/02/2021</small> <small>Application No.: 20/02/2021</small>		

ELEVATION 1 - FRONT
SCALE: 1 : 100

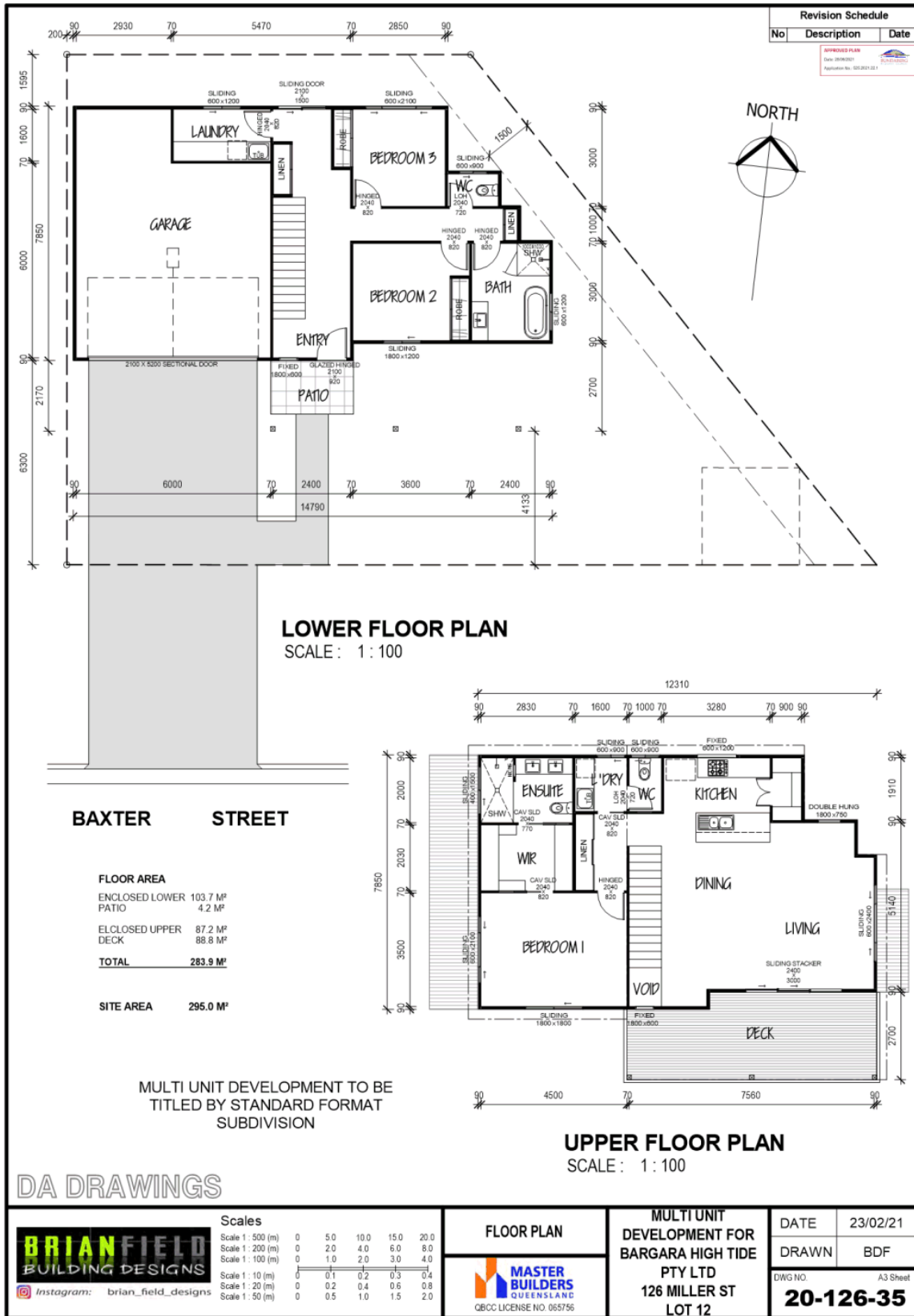
ELEVATION 2 - SIDE
SCALE: 1 : 100

ELEVATION 3 - REAR
SCALE: 1 : 100

ELEVATION 4 - SIDE
SCALE: 1 : 100

DA DRAWINGS



 Instagram: brian_field_designs	Scales					ELEVATIONS QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 11	DATE	23/02/21	
	Scale 1 : 500 (m)	0	5.0	10.0	15.0			20.0	DRAWN	BDF
	Scale 1 : 200 (m)	0	2.0	4.0	6.0			8.0	DWG NO.	A3 Sheet
	Scale 1 : 100 (m)	0	1.0	2.0	3.0			4.0	20-126-34	
Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4					
Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8					
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0					




Revision Schedule		
No	Description	Date
<small>APPROVED PLAN Date: 20/02/21 Application No.: 20-126-36</small>		



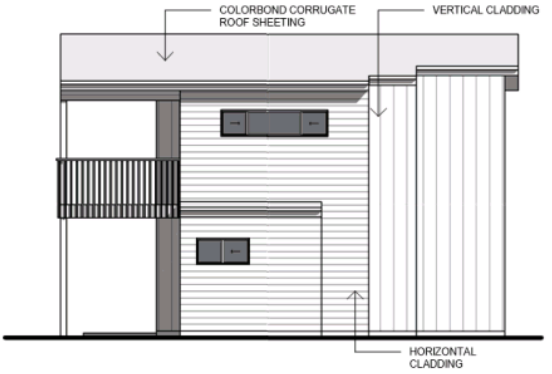
DA DRAWINGS

 Instagram: brian_field_designs	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 12	DATE 23/02/21 DRAWN BDF DWG NO. A3 Sheet 20-126-36
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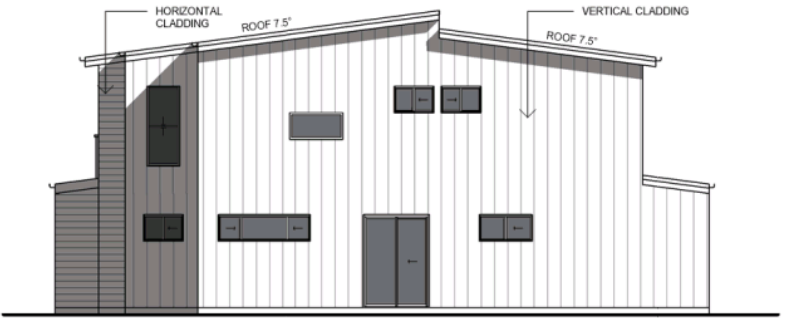
Revision Schedule		
No	Description	Date



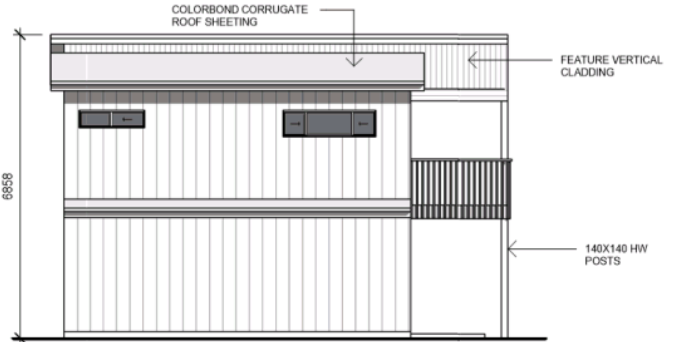
ELEVATION 1 - FRONT
SCALE: 1:100




ELEVATION 2 - SIDE
SCALE: 1:100



ELEVATION 3 - REAR
SCALE: 1:100





ELEVATION 4 - SIDE
SCALE: 1:100



Instagram: brian_field_designs

BUILDING DESIGNERS ASSOCIATION OF QUEENSLAND INC. QBCC LICENSE NO. 065756






Scale 1: 500 (m)	0	5.0	10.0	15.0	20.0
Scale 1: 200 (m)	0	2.0	4.0	6.0	8.0
Scale 1: 100 (m)	0	1.0	2.0	3.0	4.0
Scale 1: 10 (m)	0	0.1	0.2	0.3	0.4
Scale 1: 20 (m)	0	0.2	0.4	0.6	0.8
Scale 1: 50 (m)	0	0.5	1.0	1.5	2.0

ELEVATIONS	
DATE	23/02/21

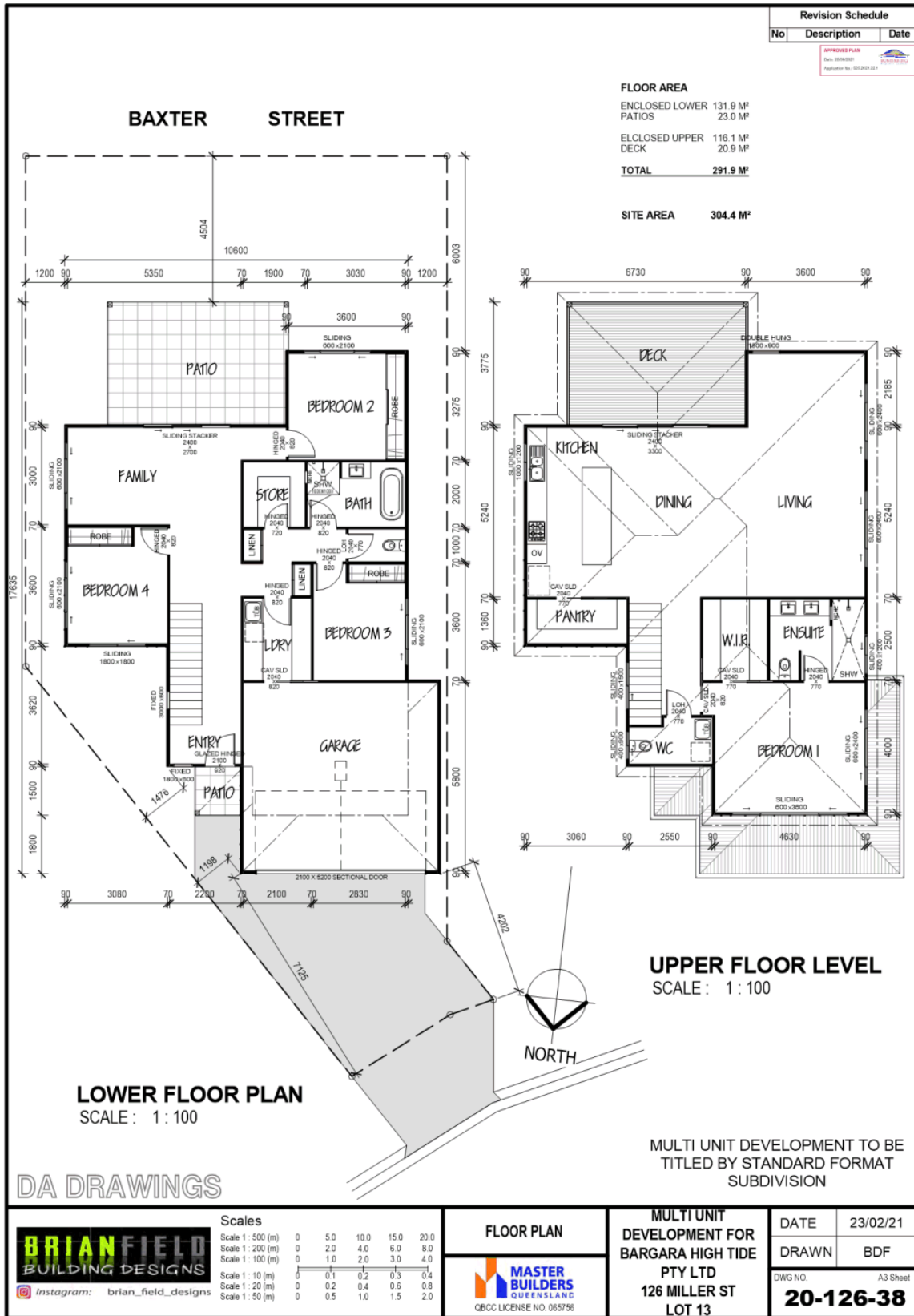
DRAWN	BDF
DWG NO. A3 Sheet	
20-126-37	

APPROVED PLAN

Date: 28/08/2021
Application No.: 608.2021/22.1





MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD
126 MILLER ST
LOT 12



Revision Schedule		
No	Description	Date
<small>APPROVED PLAN</small> <small>Date: 23/02/21</small> <small>Application No.: 20-126-39</small>		



DA DRAWINGS

 Instagram: brian_field_designs	Scales Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS  QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 13	DATE 23/02/21 DRAWN BDF DWG NO. A3 Sheet 20-126-39
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ELEVATION 1 - FRONT
SCALE : 1 : 100

Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 23/02/21		
Application No.: 20-126-40		

ELEVATION 2 - SIDE
SCALE : 1 : 100

ELEVATION 3 - REAR
SCALE : 1 : 100

ELEVATION 4 - SIDE
SCALE : 1 : 100

DA DRAWINGS

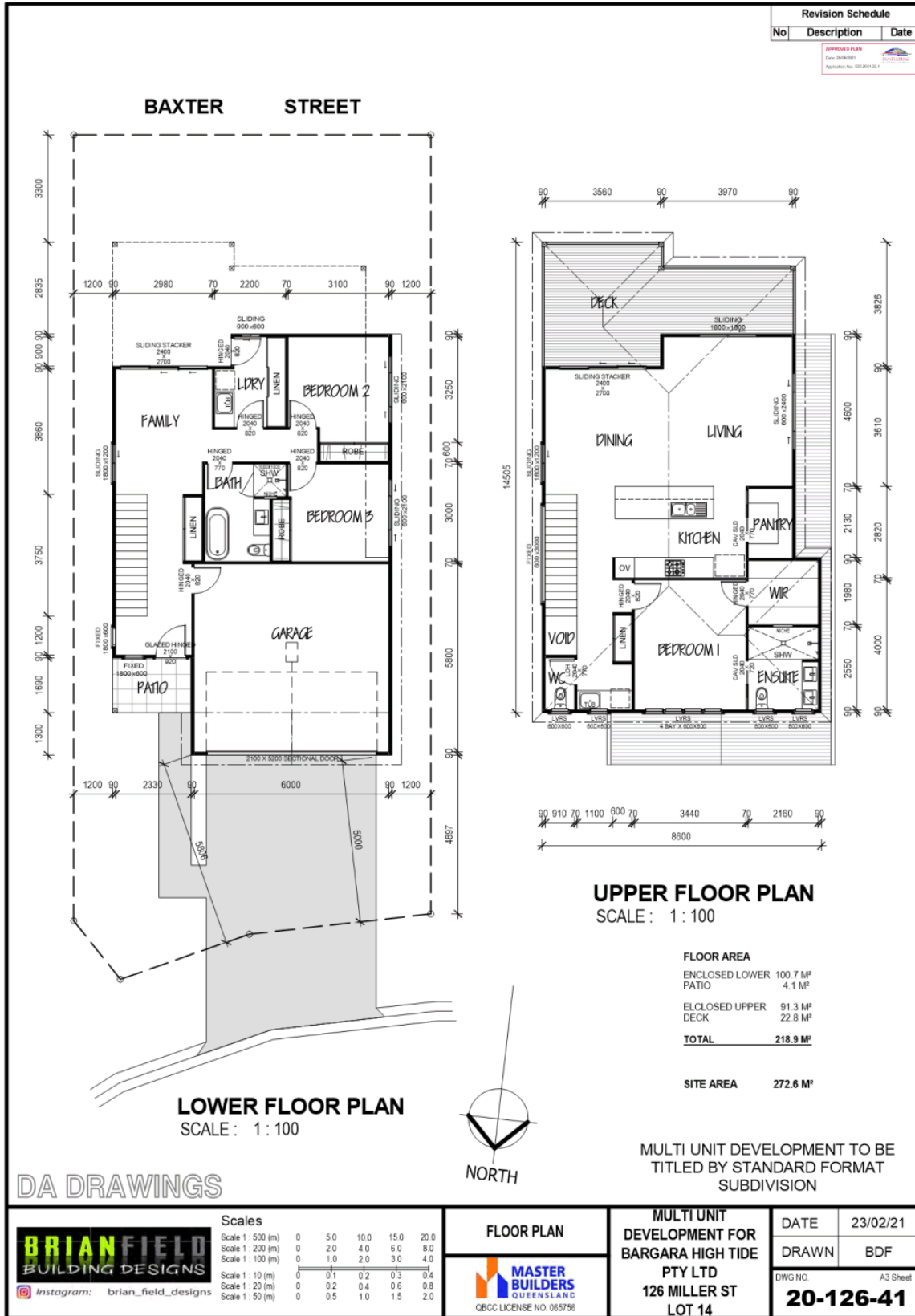
Scales

Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0
Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0
Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0
Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4
Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0

ELEVATIONS

MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD
126 MILLER ST LOT 13

DATE	23/02/21
DRAWN	BDF
DWG NO.	A3 Sheet
20-126-40	



Revision Schedule		
No	Description	Date
APPROVED PLAN Date: 23/02/21 Application No.: 20-126-42		




DA DRAWINGS

 <p style="font-size: x-small;">Instagram: brian_field_designs</p>	Scales	Scale 1: 500 (m) 0 5.0 10.0 15.0 20.0 Scale 1: 200 (m) 0 2.0 4.0 6.0 8.0 Scale 1: 100 (m) 0 1.0 2.0 3.0 4.0 Scale 1: 10 (m) 0 0.1 0.2 0.3 0.4 Scale 1: 20 (m) 0 0.2 0.4 0.6 0.8 Scale 1: 50 (m) 0 0.5 1.0 1.5 2.0	VISUALISATIONS	 <p style="font-size: x-small;">QBCC LICENSE NO. 065756</p>	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 14	DATE 23/02/21 DRAWN BDF	DWG NO. A3 Sheet 20-126-42
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Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 23/02/21		
Application No.: 20-126-43		

ELEVATION 1 - FRONT
SCALE : 1 : 100

ELEVATION 2 - SIDE
SCALE : 1 : 100

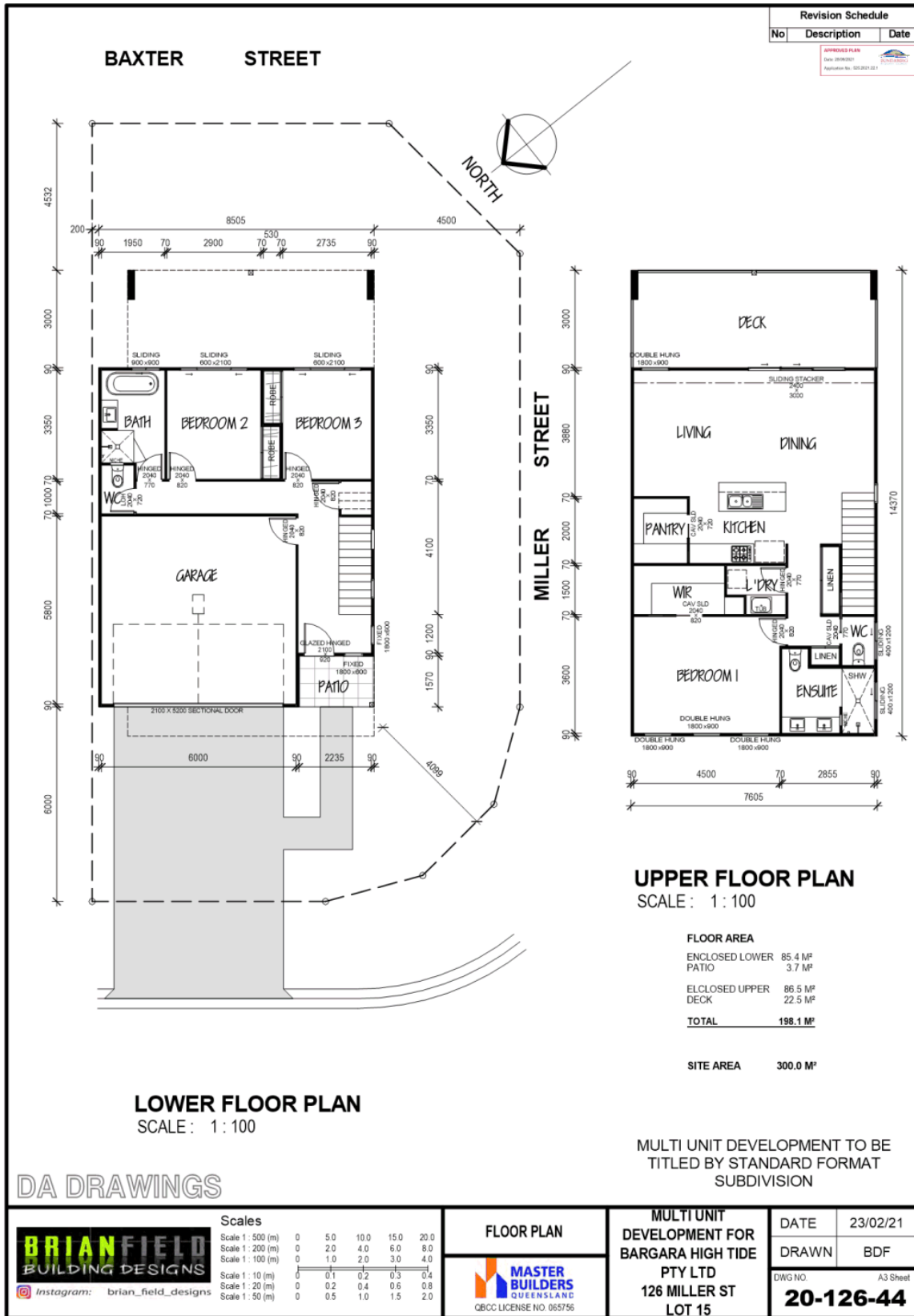
ELEVATION 3 - REAR
SCALE : 1 : 100

ELEVATION 4 - SIDE
SCALE : 1 : 100

DA DRAWINGS

Scales	
Scale 1 : 500 (m)	0 5.0 10.0 15.0 20.0
Scale 1 : 200 (m)	0 2.0 4.0 6.0 8.0
Scale 1 : 100 (m)	0 1.0 2.0 3.0 4.0
Scale 1 : 10 (m)	0 0.1 0.2 0.3 0.4
Scale 1 : 20 (m)	0 0.2 0.4 0.6 0.8
Scale 1 : 50 (m)	0 0.5 1.0 1.5 2.0



 Instagram: brian_field_designs	ELEVATIONS QBCC LICENSE NO. 065756	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 14	DATE 23/02/21
			DRAWN BDF
		DWG NO. A3 Sheet	20-126-43



Revision Schedule		
No	Description	Date
APPROVED PLAN		
Date: 23/02/21		
Application No.: 20-126-45		



DA DRAWINGS

 <p>Instagram: brian_field_designs</p>	<p>Scales</p> <table border="1"> <tr> <td>Scale 1: 500 (m)</td> <td>0</td> <td>5.0</td> <td>10.0</td> <td>15.0</td> <td>20.0</td> </tr> <tr> <td>Scale 1: 200 (m)</td> <td>0</td> <td>2.0</td> <td>4.0</td> <td>6.0</td> <td>8.0</td> </tr> <tr> <td>Scale 1: 100 (m)</td> <td>0</td> <td>1.0</td> <td>2.0</td> <td>3.0</td> <td>4.0</td> </tr> <tr> <td>Scale 1: 10 (m)</td> <td>0</td> <td>0.1</td> <td>0.2</td> <td>0.3</td> <td>0.4</td> </tr> <tr> <td>Scale 1: 20 (m)</td> <td>0</td> <td>0.2</td> <td>0.4</td> <td>0.6</td> <td>0.8</td> </tr> <tr> <td>Scale 1: 50 (m)</td> <td>0</td> <td>0.5</td> <td>1.0</td> <td>1.5</td> <td>2.0</td> </tr> </table>	Scale 1: 500 (m)	0	5.0	10.0	15.0	20.0	Scale 1: 200 (m)	0	2.0	4.0	6.0	8.0	Scale 1: 100 (m)	0	1.0	2.0	3.0	4.0	Scale 1: 10 (m)	0	0.1	0.2	0.3	0.4	Scale 1: 20 (m)	0	0.2	0.4	0.6	0.8	Scale 1: 50 (m)	0	0.5	1.0	1.5	2.0	<p>VISUALISATIONS</p>  <p>QBCC LICENSE NO. 065756</p>	<p>MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 15</p>	<table border="1"> <tr> <td>DATE</td> <td>23/02/21</td> </tr> <tr> <td>DRAWN</td> <td>BDF</td> </tr> <tr> <td>DWG NO.</td> <td>A3 Sheet</td> </tr> <tr> <td colspan="2">20-126-45</td> </tr> </table>	DATE	23/02/21	DRAWN	BDF	DWG NO.	A3 Sheet	20-126-45	
	Scale 1: 500 (m)	0	5.0	10.0	15.0	20.0																																										
Scale 1: 200 (m)	0	2.0	4.0	6.0	8.0																																											
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Scale 1: 50 (m)	0	0.5	1.0	1.5	2.0																																											
DATE	23/02/21																																															
DRAWN	BDF																																															
DWG NO.	A3 Sheet																																															
20-126-45																																																

Revision Schedule		
No	Description	Date

APPROVED PLAN
Date: 20/02/2021
Application No.: 20-126-46

ELEVATION 1 - FRONT
SCALE : 1 : 100

ELEVATION 2 - SIDE
SCALE : 1 : 100

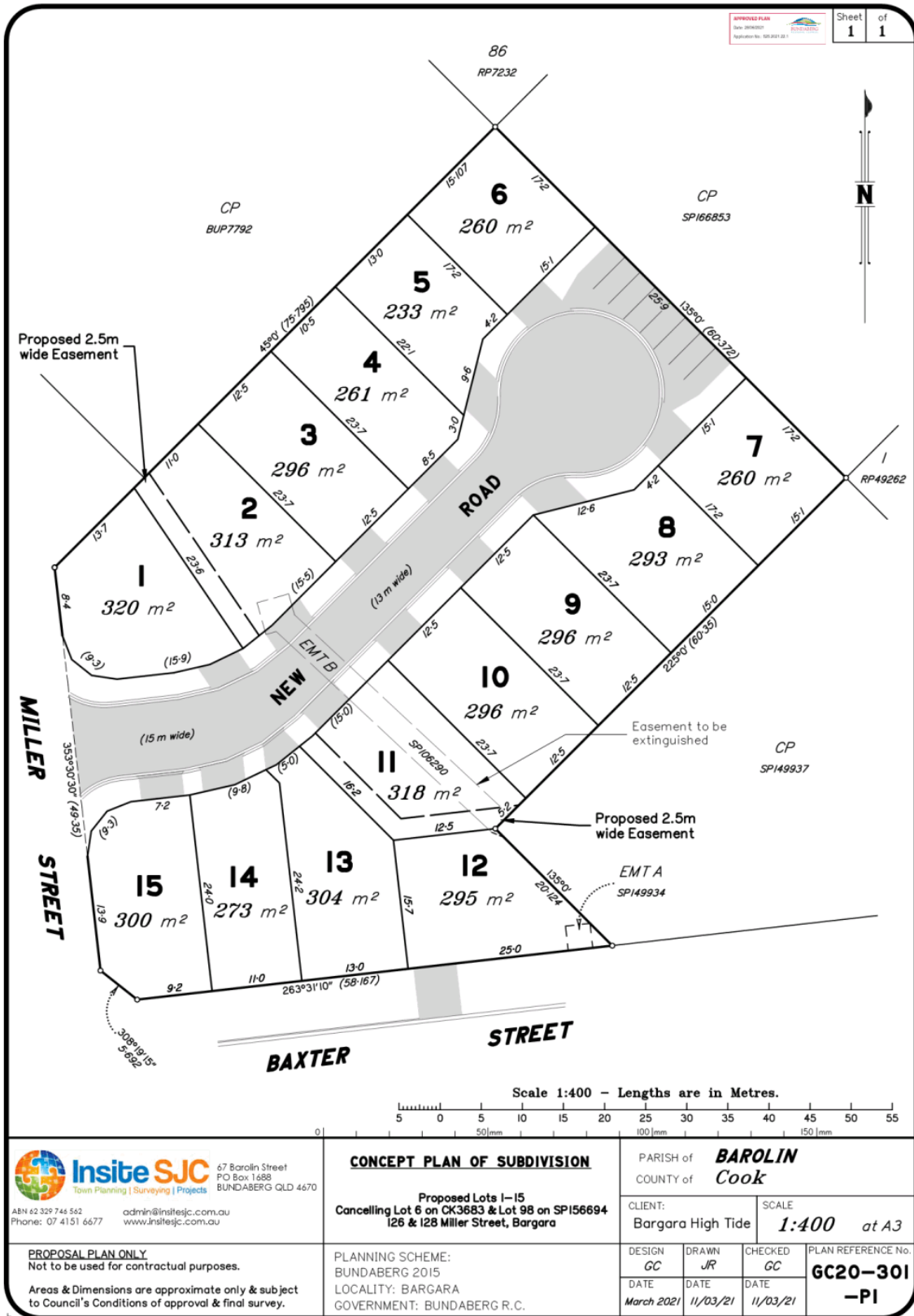
ELEVATION 3 - REAR
SCALE : 1 : 100

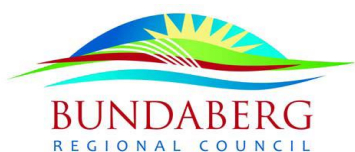
ELEVATION 4 - SIDE
SCALE : 1 : 100

DA DRAWINGS

 Instagram: brian_field_designs	Scales					
	Scale 1 : 500 (m)	0	5.0	10.0	15.0	20.0
	Scale 1 : 200 (m)	0	2.0	4.0	6.0	8.0
	Scale 1 : 100 (m)	0	1.0	2.0	3.0	4.0
	Scale 1 : 10 (m)	0	0.1	0.2	0.3	0.4
Scale 1 : 20 (m)	0	0.2	0.4	0.6	0.8	
Scale 1 : 50 (m)	0	0.5	1.0	1.5	2.0	

ELEVATIONS	MASTER BUILDERS QUEENSLAND <small>QBCC LICENSE NO. 065756</small>	MULTI UNIT DEVELOPMENT FOR BARGARA HIGH TIDE PTY LTD 126 MILLER ST LOT 15	DATE	23/02/21
			DRAWN	BDF
			DWG NO.	A3 Sheet 20-126-46



**Item****28 June 2022**

Item Number:	File Number:	Part:
K3	344.2021.25.1	PLANNING

Portfolio:

Planning & Development Services

Subject:

DA522.2020.182.1 - Request for Extended Completion Date Building Bundaberg Region 2020 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 Building Bundaberg Region 2020 incentives scheme.

The request relates to DA522.2020.182.1 being a development permit for Multiple Dwelling Units and Office located at 30 Quay Street, Bundaberg Central. The incentives approved on 14 June 2021 provide for a 100% discount. Under the Infrastructure agreement (IA) executed on 17 June 2021, to receive the incentives the development was required to be completed by 14 June 2022. To date, no works have commenced and no further approvals have been obtained for the development.

The owner of the subject site has requested that the completion date be extended for a period of 12 months to 14 June 2023. 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 the development achieve substantial commencement (ie the slabs for the units are constructed) prior to making that request. As such the request has been reported to Council for determination.

In seeking the request, the owner has advised that the extension is needed due to market conditions. A copy of the owner's request is included as Attachment 2.

Associated Person/Organization:

Retirezy Pty Ltd - 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:

The Building Bundaberg Region 2020 incentives scheme closed for new applications on 30 June 2021. Accordingly, it was originally envisaged that the last of the incentivised developments would be finalized in the second half of 2022 barring any extensions as allowed for under each IA.

Although the owner has not provided a detailed explanation for why the extension is sought, it is well understood that there are significant delays within the development industry at the moment resulting from a lack of materials, consultants and contractors to undertake construction. These delays would undoubtedly impact on this proposal as well, making it difficult to progress the development.

On this basis it is recommended that the requested extension to 14 June 2023 be granted.

Financial and Resource Implications:

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

Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
\$168,887.12	100%	Nil

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.

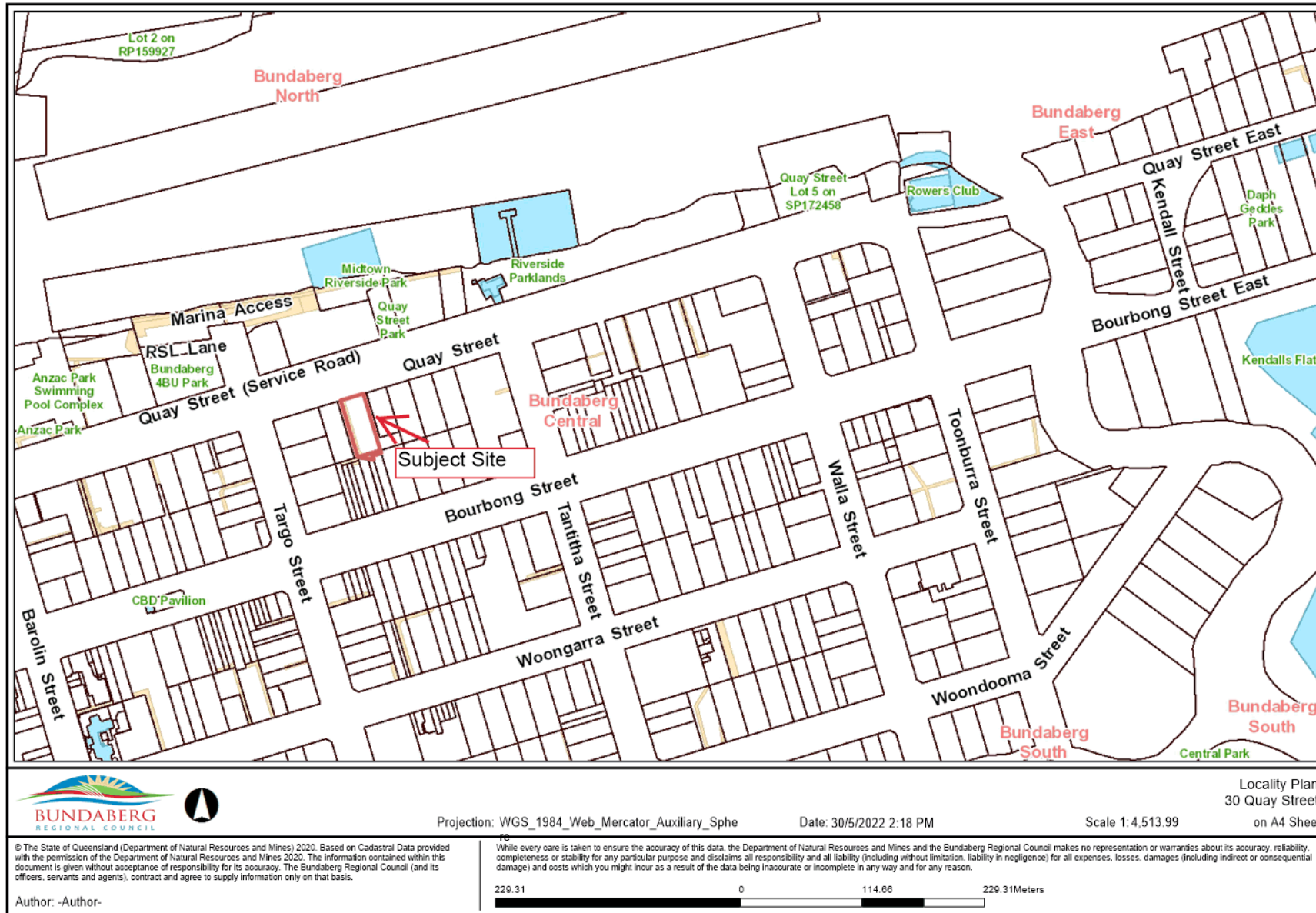
Attachments:

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

↓5 Development Approval

Recommendation:

That Council agree to an extension of the Completion Date in the Building Bundaberg Region 2020 infrastructure agreement for DA522.2020.182.1 to 14 June 2023.



Projection: WGS_1984_Web_Mercator_Auxiliary_Sphe

Date: 30/5/2022 2:18 PM

Scale 1:4,513.99

Locality Plan
30 Quay Street
on A4 Sheet

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Author: -Author-



Projection: WGS_1984_Web_Mercator_Auxiliary_Sphe

Date: 30/5/2022 2:16 PM

Scale 1:564.25

Site Plan
30 Quay Street
on A4 Sheet

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Author: -Author-



From: [Mascotmont - Steve](#)
To: [Judy Jackson](#)
Subject: FW: Retirezy Pty Ltd ATF Retirezy Unit Trust - 30 Quay St Bundaberg 4670 - Infrastructure Agreement dated 17-6-2021. EXTENTION REQUEST
Date: Wednesday, 18 May 2022 10:20:48 AM
Attachments: [image001.jpg](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image002.jpg](#)

Hi Judy

Re: "Building Bundaberg Region 2020" Infrastructure Charges Incentive Scheme

Due to market conditions, we will not be able to complete our development by the completion date of 14th June 2022 in our "Infrastructure Agreement" dated 17th June 2021.

We are requesting an extension period of 1 year till 14th June 2023 under clause 6.1 (c)

Looking forward to your response.

Regards

Steve Canard

From: Judy Jackson <Judy.Jackson@bundaberg.qld.gov.au>
Sent: Wednesday, 16 June 2021 2:30 PM
To: Mascotmont - Steve <steve@mascotmont.com.au>
Subject: RE: 30 Quay St

Hi Steve, thank you I will send out the signed copy as soon as possible.

From: Mascotmont - Steve <steve@mascotmont.com.au>
Sent: Wednesday, 16 June 2021 2:29 PM
To: Judy Jackson <Judy.Jackson@bundaberg.qld.gov.au>
Subject: RE: 30 Quay St

Hi Judy

As requested I have completed 2 copies of the attached document and dropped them off to BRC's front desk today.

Regards

Steve Canard

From: Judy Jackson <Judy.Jackson@bundaberg.qld.gov.au>
Sent: Monday, 14 June 2021 4:38 PM
To: Mascotmont - Steve <steve@mascotmont.com.au>
Subject: 30 Quay St

Re: "Building Bundaberg Region 2020" Infrastructure Charges Incentive Scheme

Thank you for your application for the "Building Bundaberg Region 2020" Infrastructure Charges Incentive Scheme. Your application relates to Development Permit for Multi Units (Council reference 522.2020.182.1) at 30 Quay Street; land described as Lots 4 & 6 on RP60097, which was received by Council on 4 April 2021

Please be advised your request has been accepted by Council. It is requested that you complete the attached document (infrastructure agreement) and post Two original hardcopies for endorsement by Council which will allow us to finalise your request.

If you require any assistance in completing the infrastructure agreement or have any questions about the process, please contact me, on telephone 1300 883 699.

Yours sincerely

JUDY JACKSON

Senior Administration Officer

T 07 4130 4027

E judy.jackson@bundaberg.qld.gov.au



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Infrastructure Agreement

Planning Act 2016

Building Bundaberg Region 2020 Infrastructure Agreement

Bundaberg Regional Council
Council

Retirezy Pty Ltd ATF The Retirezy Unit Trust
Owner

Contents

Part 1. Preliminary	5
1. Introduction	5
1.1 Short title	5
1.2 Deed	5
1.3 Date	5
1.4 Parties	5
1.5 Recitals	5
Part 2. Terms agreed by the parties	6
2. Interpretation	6
2.1 Definitions	6
2.2 Undefined word	9
2.3 References	9
3. Infrastructure Agreement	11
3.1 Infrastructure Agreement under the Planning Act	11
3.2 Application of the Infrastructure Agreement	11
3.3 Owner	11
3.4 Relationship to an Approval	11
3.5 Relationship to an Infrastructure Charging Instrument	12
4. Operation of the Infrastructure Agreement	12
4.1 Commencement of the Infrastructure Agreement	12
4.2 Termination of the Infrastructure Agreement	12
5. Deed of agreement	12
5.1 Continuing effect as a deed of agreement if not an Infrastructure Agreement	12
6. Development Obligations	12
6.1 The Council's and Owner's obligations	12
6.2 The Owner's obligations	12
7. Application	13
7.1 Application of Applicable Discount	13
7.2 Early payment	13
8. Assignment	14
8.1 Assignment of interests, rights or obligations under document	14
9. Novation of document upon sale	14
9.1 Reconfiguring of the Development Land	14
9.2 Dealing with the Development Land	14
10. Right of access	14
10.1 Access to Development Land	14
10.2 Exercise of a right of access	14
11. Dispute resolution generally	15
11.1 Dispute	15
11.2 Notice as bar	15
11.3 Identity of expert	15

	11.4	Experience and expertise	15
	11.5	Non arbitrator	15
	11.6	Submissions	15
	11.7	Costs	15
	11.8	Co-operation	16
	11.9	Determination	16
12.		Force Majeure	16
	12.1	Notice of Force Majeure	16
	12.2	Suspension of an obligation	16
	12.3	Removal or amelioration of Force Majeure	16
	12.4	Dispute resolution process to apply	16
13.		Time	17
	13.1	Time of the essence	17
	13.2	Extension of time	17
14.		Counterparts	17
	14.1	Agreement may consist of counterparts	17
	14.2	Exchange of a counterpart	17
15.		Further action	17
	15.1	Action to give effect to this document	17
	15.2	Further action if a clause is invalid, illegal or unenforceable	17
16.		Severance	17
	16.1	Removal from this document	17
	16.2	Effect of removal on this document	17
	16.3	Further action on removal	18
17.		Notice	18
	17.1	Form of a Notice	18
	17.2	Giving of a Notice	18
	17.3	Change of the details of a party	19
18.		Further agreement	19
	18.1	Agreement to change	19
	18.2	Form of the change	19
	18.3	Further agreement	19
19.		Costs and outlays	19
	19.1	Each party pay its own costs	19
20.		Governing law and jurisdiction	19
	20.1	Queensland law to apply	19
	20.2	Queensland courts to have jurisdiction	20
21.		GST	20
	21.1	Construction of this clause	20
	21.2	Payment of GST	20
	21.3	Reimbursable cost	21
	21.4	Indemnified cost	21
	21.5	Stated amount	21
	21.6	No merger on termination	21

4

Schedule 1 Reference Schedule	22
Schedule 2 Discount Schedule	24
Schedule 3 Incentives Application Form	25
Part 3. Execution by the parties	33

Dated this 17th day of June 2021

PARTIES

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

Owner: RETIREZY PTY LTD ATF THE RETIREZY UNIT TRUST of PO Box
1052, Bundaberg in the State of Queensland

Part 1 Preliminary

1. Introduction

1.1 Short title

This document may be referred to as the Building Bundaberg Region 2020 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 30 June 2020, the Council launched the "Building Bundaberg Region 2020" infrastructure charges incentives policy with the

- objective of stimulating new construction activity and employment in the region;
- (b) The "Building Bundaberg Region 2020" infrastructure charges incentives scheme commenced on 1 July 2020 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) intensive animal industry
 - (4) aquaculture; or
 - (5) 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 building work, a certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued; 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) **14th June 2022** 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.

Owner means the party identified in Item 2A 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) Rural Sector Development; or
- (c) Other Eligible 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).

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.

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

Other Eligible Development has the meaning specified for “Other eligible development” in Attachment B of the Incentives Application Form.

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:

- (a) means the commencement of construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed; and
- (b) does not include preliminary site works such as tree clearing or bulk earth works.

22 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.

23 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 of the Owner 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) the Eligible Development is not Completed by the Completion Date or an extended Completion Date allowed for under clause 6.1(c); or
- (c) **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

Upon acceptance by the Council of the payment of a Reduced Infrastructure Amount in accordance with the terms of this document, the Owner is released from any further obligation to pay the Infrastructure Amount under the Charges Notice or the 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 before 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 uponsale

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	Bundaberg Regional Council
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	Retirezy Pty Ltd ATF The Retirezy Unit Trust
Address (or registered office if a corporation)	PO Box 1052, Bundaberg in the State of Queensland
Email address:	steve@mascotmont.com.au
Person to whose attention a Notice is to be brought:	Steve Canard
ITEM 3 Development Land	
	30 Quay Street, Bundaberg in the State of Queensland; land described as Lots 4 & 6 on RP60097
ITEM 4 Eligible Development	
	522.2020.182.1
ITEM 5 Charges Notice or condition under which Infrastructure Amount is payable	
	331.2020.1162.1
ITEM 6 Due Date for payment of Reduced Infrastructure Amount	
	Before the change of use happens

SCHEDULE 2
Discount Schedule

Column 1	Column 2	Column 3
Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
\$163,887.12	100%	Nil

Building Bundaberg Region | 20 20



Infrastructure charges incentives

Application Form

Council is offering infrastructure charges incentives to encourage increased development activity and job creation to assist with the economic recovery from the Covid-19 pandemic.

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 1 July 2021.

Please email directly to development@bundaberg.qld.gov.au

Developers details

Name/s (individual or company name in full)			
Contact name			
Postal address			
	Suburb	State	Postcode
Phone	Mobile		
Email address			

Owner details

Name/s (individual or company name in full)			
Postal address			
	Suburb	State	Postcode
Phone	Mobile		

Description of land

Property address			
Property description	Lot		Plan type and No.
	Lot		Plan type and No.
	Lot		Plan type and No.

Declaration

In lodging this request for an infrastructure charge discount I/We _____ 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 Building Bundaberg 2020 initiative. Council is collecting your personal information to assist in the assessment of your application for infrastructure charges incentives. Your information will be handled in accordance with the *Information Privacy Act (Old) 2009* and may be accessed by employees of Council.

We will not provide your information to any other person or agency unless authorised or required by law.

For more information, see bundaberg.qld.gov.au/privacy

Signature/s : _____ Date _____

Page 1 of 5



Building Bundaberg Region | 20 20



Application details

Which of the following categories of incentivised development are you applying for *(please see definitions)*.

- Rural sector development
- CBD/town centre development
- Other eligible development

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.

Details of the development permit or compliance permit

Application No:

Type of approval:

Date approval took effect:

Have the adopted infrastructure changes or infrastructure contribution/s been paid?

Yes No

Proposal details

What is the proposed value of works for the development? \$

What is the anticipated number of jobs to be created by this development? *(if known/applicable)*

If the development is for residential development please provide the following:

Number of dwelling units:

Number of lots:

If the development is for commercial or industrial uses please provide the following:

Gross floor area (GFA)

Staged development

Is the development a staged development?

Yes No

Is it proposed that a discount apply to certain stages of the development and not the whole of the development?

Yes No

Note: if development is to be staged, the application needs to be accompanied by a staging plan.

If it is proposed that a discount apply to certain stages of the development, provide details of:

- the total number of stages in the development and the site area of the total development.
- the stages to which a discount is sought to be applied.



Attachment A: Rules and procedures

1. Background

On 30 June 2020 Council launched the "Building Bundaberg Region 2020" incentives scheme with the objective of stimulating increased development activity to counter the economic impacts caused by the Covid-19 pandemic. As part of this initiative, Council is offering a range of discounts for infrastructure charges on certain developments.

Council has resolved to develop these rules and procedures to guide its decision-making in assessing applications for the infrastructure charges incentives.

Building Bundaberg Region 2020 will commence on 1 July 2020 and applies to eligible development. A development that has been completed prior 1 July 2020 is not eligible for the infrastructure charges incentives.

2. Eligibility for infrastructure charges incentives

2.1 A development approval exists for the development.

2.2 The Council has either:

- issued a charges notice in relation to the development approval; or
- imposed an infrastructure contribution condition in the development approval;

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 or a recalculation of the charges under a new charges resolution).

2.3 The development is for rural sector, CBD/town centre or other eligible development as defined in attachment B.

2.4 The development was not completed before 1 July 2020. For staged development, the stage being applied for was not completed before 1 July 2020.

2.5 The development is not eligible for a refund for the provision of trunk infrastructure pursuant to s129 of the *Planning Act 2016* (PA) (or equivalent section in any subsequent legislation). If through a conversion application (s139 PA) or a recalculation of the establishment cost of trunk infrastructure (s137 PA) 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.

3. Rules

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 1 July 2021.

3.2 Only one infrastructure charges incentives offer can apply to a development.

3.3 The infrastructure charges incentives will not apply to:

- any development that has been completed on or before 1 July 2020.

3.4 Discounts for the infrastructure charge are as follows:

- 100% discount for development that is completed before 1 July 2021 which is for:
 - (a) CBD/town centre development;
 - (b) Rural sector development where:
 - (i) Intensive horticulture;
 - (ii) Rural industry;
 - (iii) Intensive animal industry
 - (iv) Aquaculture; or
 - (v) Winery (where located in a rural zone);
- 50% discount for all other eligible development that is completed before 1 July 2021.

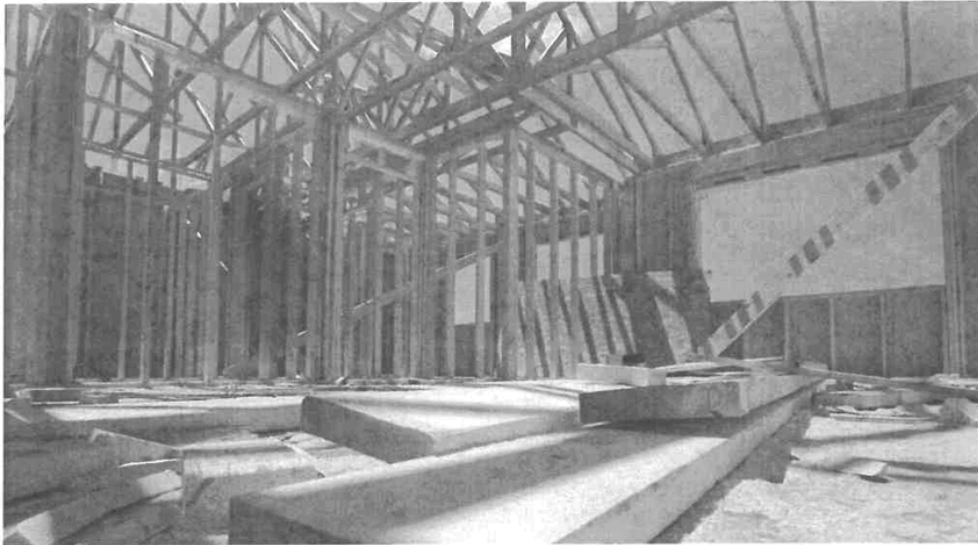
The above discounts are taken to be discounts off the applicable infrastructure charges specified in a charges notice or conditioned in a development approval (as varied by any infrastructure agreement relating to an extension of the relevant period of the development approval, where one exists). To 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:

- The applicant can show sufficient reason why the development cannot be completed by the original completion date; and
- The development has achieved substantial commencement prior to the original completion date.

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:
- 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
 - For developments involving material change of use and no building works, the approved use is established by the Completion Date;
- 3.10 In all cases, Council must be satisfied that all applicable conditions of the development approval for the development completed have been satisfactorily complied with.
- 3.11 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.
- 3.12 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.
- 3.13 The discount applies to gross charges before credits and offsets for the provision of trunk infrastructure have been deducted. To be clear, no discount given under this policy can result in development receiving a refund.
- 4. Process**
- 4.1 Applicants must lodge the application form prior to 1 July 2021.
- 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;
- (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;
- (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.



Attachment B: Definitions

The below are the definitions for the Building Bundaberg Region 2020 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

Adopted infrastructure charges resolution

Means Adopted Infrastructure Charges Resolution (No.1) 2012, Adopted Infrastructure Charges Resolution (No.1) 2013, Adopted Infrastructure Charges Resolution (No.1) 2014, Adopted Infrastructure Charges Resolution (No.1) 2015 or Charges Resolution (No. 1) 2018 or any subsequent charges resolution.

Applicant

Means the applicant for the infrastructure charges incentives under this policy.

CBD/town centre development

Means development located within the Bundaberg CBD, Childers Town Centre, Gin Gin Town Centre, Burnett Heads Town Centre, Bargara Tourism Precinct, Moore Park Beach Tourism Precinct or Woodgate Tourism Precinct as delineated in the Building Bundaberg 2020 maps (shown on Council's website at bundaberg.qld.gov.au/development/bbr2020) for any one or combination of the following purposes defined under the Bundaberg Regional Council Planning Scheme 2015 subject to any limitation in brackets:

- Bar
- Dual occupancy (where part of a mixed use building)
- Dwelling unit (where part of a mixed use building)
- Educational establishment;
- Entertainment activities;
- Food and drink outlet;
- Multiple dwelling;
- Offices;
- Shop;
- Shopping centre;
- Short-term accommodation; and
- Showroom

Charges notice

Means:

- an infrastructure charges notice as defined in section 119 of the *Planning Act 2016* (PA); or
- a notice mentioned in section 301(1) of PA; or
- a notice equivalent to an infrastructure charges notice which is given under legislation which repeals and replaces PA.

Completed

Means for a material change of use:

- 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

- Where not involving building works, the approved use has been established.

Means for building work:

- A certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued

Completion date

Means:

- Twelve months from the date of the email notice mentioned in section 4.2 of attachment A; or
- such date as extended by the Council pursuant to section 3.7 of attachment A.

Development approval

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 (where the material change of use is accepted development) that has not lapsed.

Eligible development

Means proposed development that satisfies the requirements of section 2 of attachment A.

Entertainment activities

Means any of the following:

- Club;
- Function facility;
- Hotel;
- Nightclub entertainment facility;
- Theatre;
- Tourist attraction.

Infrastructure charges

Means infrastructure charges or contributions for trunk infrastructure payable pursuant to a charges notice or a contribution condition in a development approval.

Other eligible development

Means development for any material change of use or building works for which a charges notice has been issued.

Planning Act

Means the *Planning Act 2016* or subsequent legislation which repeals and replaces that act.

Rural sector development

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:

- Intensive horticulture;
- Rural industry;
- Aquaculture;
- Winery (where located in a Rural zone);
- Intensive animal husbandry;
- Short-term accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers);
- Non-resident workforce accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers); or
- Rural workers accommodation.

Substantial Commencement

Means the commencement of the construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed.

Preliminary site works including tree clearing or bulk earth works are not considered to be substantial commencement for these purposes.

Attachment B: Definitions

Page 5 of 5

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 17th day of June 2021


Signature of

Adrian
Signature of witness

HELEN AYLIT
Name of witness (print)

Signed by Steven Canard on the 16th day of JUNE 2021 in the presence of:


Signature of STEVEN CANARD

KBaulch
Signature of witness

KAREN BAULCH
Name of witness (print)

Signed by _____ on the day of _____ 2021 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
ABN 72 427 835 198

2 April 2020

Retirezy Pty Ltd
C/- Insite SJC
via email: evonne@insitesjc.com.au

Attention: Evonne Swain

RE: – Development Application for Material Change of Use for Multiple Dwelling and Office at 30 Quay Street, Bundaberg Central; land described as Lots 4 and 6 on RP60097

Thank you for your Development Application for Material Change of Use for Multiple Dwelling and Office at 30 Quay Street, Bundaberg Central; land described as Lots 4 and 6 on RP60097 lodged with Council on 13 February 2020.

Please find attached the Decision Notice for the above-mentioned development application.

Please quote Council's application number: 522.2020.182.1 in all subsequent correspondence relating to this development application. Should you require any clarification regarding this matter or wish to schedule a meeting, please contact Merinda Honor on telephone 1300 883 699.

Yours sincerely

Michael Ellery Digitally signed by Michael Ellery
Date: 2020.04.02 16:19:19 +10'00'

Michael Ellery
Group Manager Development

cc. Department of State Development, Manufacturing, Infrastructure and Planning

ENCL.

- DECISION NOTICE
- APPROVED PLANS
- REFERRAL RESPONSE
- ADOPTED INFRASTRUCTURE CHARGES NOTICE

1300 883 699

bundaberg.qld.gov.au

Council Reference: 522.2020.182.1



Decision notice — approval (with conditions)

(Given under section 63 of the Planning Act 2016)

Thank you for your development application detailed below which was properly made on 13 February 2020. Please be aware that Bundaberg Regional Council has assessed your application and decided it as follows:

1. Applicant's details

Name: Retirezy Pty Ltd C/- Insite SJC
 Postal Address: PO Box 1688
 BUNDABERG QLD 4670
 Email: evonne@insitesjc.com.au
 Phone No.: (07) 4151 6677

2. Location details

Street address: 30 Quay Street, Bundaberg Central
 Real property description: Lot 4 on RP60097 and Lot 6 on RP60097
 Local government area: Bundaberg Regional Council

3. Details of the proposed development

Development Permit for Material Change of Use for Multiple Dwelling and Office

4. Decision

Decision details: Approved in full with conditions. These conditions are set out in Schedule 1 and are clearly identified to indicate whether the assessment manager or a concurrence agency imposed them.

The following approvals are given:

	Planning Regulation 2017 reference	Development Permit	Preliminary Approval
Development assessable under the planning scheme, a temporary local planning instrument, a master plan or a preliminary approval which includes a variation approval		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Decision Notice – Section 63 of the *Planning Act 2016*

Page 2 of 21

Council Reference: 522.2020.182.1

5. Approved plans and specifications

Copies of the following plans, specifications and/or drawings are enclosed.

Drawing title	Prepared by	Date	Reference no.	Version/ issue
Aspect of development: All				
Title Page	Tomas O'Malley Architect	06 March 2020	A0000	-
Site Plan	Tomas O'Malley Architect	06 March 2020	A1000	-
Area Plans	Tomas O'Malley Architect	06 March 2020	A1100	-
Ground Floor	Tomas O'Malley Architect	06 March 2020 and as amended in red on 31 March 2020	A2100	-
Level 1	Tomas O'Malley Architect	06 March 2020 and as amended in red on 31 March 2020	A2101	-
Typical Floor	Tomas O'Malley Architect	06 March 2020 and as amended in red on 31 March 2020	A2102	-
Elevations	Tomas O'Malley Architect	06 March 2020	A3100	-
Elevations	Tomas O'Malley Architect	06 March 2020	A3110	-
Sections	Tomas O'Malley Architect	06 March 2020	A3200	-
Sections	Tomas O'Malley Architect	06 March 2020	A3210	-
Perspectives	Tomas O'Malley Architect	06 March 2020	A9000	-

6. Conditions

This approval is subject to the conditions in Schedule 1. These conditions are clearly identified to indicate whether the assessment manager or concurrence agency imposed them.

7. Further development permits

Please be advised that the following development permits are required to be obtained before the development can be carried out:

- All Building Work

Decision Notice – Section 63 of the *Planning Act 2016*

Page 3 of 21

Council Reference: 522.2020.182.1

- All Plumbing and Drainage Work
- All Operational Work

8. Properly made submissions

Not applicable — No part of the application required public notification.

9. Referral agencies for the application

The referral agencies for this application are:

For an application involving	Name of referral agency	Advice agency or concurrence agency	Address
State transport corridors and future State transport corridors	Department of State Development, Manufacturing, Infrastructure and Planning	Concurrence Agency	State Assessment and Referral Agency (SARA) E: WBBSARA@dilgp.qld.gov.au P: PO Box 979 Bundaberg Qld 4670

10. Currency period for the approval

This development approval will lapse at the end of the period set out in section 85 of *Planning Act 2016*.

11. Agreements under Section 49(4)(b) or 66(2)(b) or (c) of the Planning Act 2016

There are no agreements about these matters.

12. Conditions about infrastructure

The following conditions about infrastructure have been imposed under Chapter 4 of the *Planning Act 2016*:

Condition/s	Provision under which the condition was imposed
25, 40, 41, 42 and 43	Section 145 – Non-trunk Infrastructure
N/A	Section 128 – Trunk Infrastructure

13. Rights of appeal

The rights of applicants to appeal to a tribunal or the Planning and Environment Court against decisions about a development application are set out in Chapter 6, Part 1 of the *Planning Act 2016*. For particular applications, there may also be a right to make an application for a declaration by a tribunal (see Chapter 6, Part 2 of the *Planning Act 2016*).

Appeal by an applicant

An applicant for a development application may appeal to the Planning and Environment Court against the following:

- the refusal of all or part of the development application

Council Reference: 522.2020.182.1

- a provision of the development approval
- the decision to give a preliminary approval when a development permit was applied for
- a deemed refusal of the development application.

An applicant may also have a right to appeal to the Development tribunal. For more information, see Schedule 1 of the *Planning Act 2016*.

Appeal by a submitter

A submitter for a development application may appeal to the Planning and Environment Court against:

- any part of the development application for the development approval that required impact assessment
- a variation request.

The timeframes for starting an appeal in the Planning and Environment Court are set out in Section 229 of the *Planning Act 2016*.

Schedule 2 is an extract from the *Planning Act 2016* that sets down the applicant's appeal rights and the appeal rights of a submitter.

Council Reference: 522.2020.182.1

SCHEDULE 1 – CONDITIONS AND ADVICE**PART 1A – CONDITIONS IMPOSED BY THE ASSESSMENT MANAGER - ALL**

NO.	CONDITION	TIMING
GENERAL		
1.	Comply with all conditions of this development approval and maintain compliance whilst the use continues.	At all times unless otherwise stated
2.	Where there is any conflict between the conditions of this Development approval and details shown on the Approved plans, the conditions prevail.	At all times
3.	The full cost of all work and any other requirements associated with this development must be met by the developer, unless specified in a particular condition or Infrastructure agreement.	At all times
4.	Ensure the development provides: <ul style="list-style-type: none"> a. entry areas for the residential users of the development. These areas are provided separately from entrances for the non-residential users of the development b. clearly marked, safe and secure parking areas for the residential users of the development. These areas are provided separately from parking areas for non-residential users of the development c. security measures such that non-residential users of the development do not have access to areas that are intended for the exclusive use of residents and their visitors to the residential component of the development 	Prior to the commencement of the use and then to be maintained
AMALGAMATION		
5.	Register a Plan of Survey with the State (Titles Office) that amalgamates all lots that form part of this development into a single lot.	Prior to the commencement of use or the submission of any Community management statement for approval
AMENITY		
BUILDING HEIGHT		
6.	The maximum height of the development must not exceed 30 metres or nine (9) storeys, whichever is the lesser, above natural ground level at any point.	At all times
7.	Certification must be submitted to the Assessment Manager from a cadastral surveyor which certifies that the building does not exceed the maximum height requirement of this development approval	Prior to the commencement of use

Decision Notice – Section 63 of the *Planning Act 2016*

Page 6 of 21

Council Reference: 522.2020.182.1

NO.	CONDITION	TIMING
BUILDING DESIGN		
8.	The approved building must be constructed such that its external appearance achieves a high quality design finish, including the degree of building form articulation, window coverage, clear glazing, openings, roof overhangs, feature cladding materials, finishes, varied building treatments and finishes, lightweight timber elements, glazed balustrades shown on the Approved Plans.	At all times
9.	Any security screens on the premises must consist of grille or translucent screens and not solid shutters, screens or roller-doors.	At all times
10.	The street address of the development must be clearly visible and discernible from the primary frontage of the site by the provision of a street number and, where appropriate, the building name.	At all times
SCREENING OF PLANT AND SERVICES		
11.	Install and maintain suitable screening to all air conditioning, lift motor rooms, plant, service facilities, or similar equipment located on the rooftop or to an external face of the building. The screening structures must be constructed from materials that are consistent with materials used elsewhere on the building façade or as an architectural feature of and visually consistent with the profile of the building.	Prior to the commencement of the use and then to be maintained
LIGHTING		
12.	Design and install all external lighting in accordance with <i>AS4282 – Control of the obtrusive effects of outdoor lighting</i> so as not to cause nuisance to residents or obstruct or distract pedestrian or vehicular traffic.	Prior to the commencement of the use and then to be maintained
WASTE MANAGEMENT		
13.	Provide an impervious bin storage area (bin enclosure) for the storage of refuse bins in accordance with the following: <ul style="list-style-type: none"> a. designed so as to prevent the release of contaminants into the environment b. sufficiently sized to accommodate all refuse bins required by the Assessment Manager for the scale of the development c. screened from the road frontage or other public space, and adjoin properties by landscaping or constructed screening d. a suitable hose cock (with backflow prevention) and hoses must be provided at the bin storage area, and wash down to be drained to the sewer must be maintained in a clean and sanitary manner 	Prior to the commencement of the use and then to be maintained
14.	Prepare and submit for approval to the Assessment Manager a Waste management plan in accordance with the applicable	Prior to the commencement

Decision Notice – Section 63 of the *Planning Act 2016*

Page 7 of 21

Council Reference: 522.2020.182.1

NO.	CONDITION	TIMING
	<p>Planning scheme codes and the Planning scheme policy for waste management. The plan is to include, but not be limited to, the following:</p> <ul style="list-style-type: none"> a. the waste management process, including the type and size of refuse bins to be utilised (e.g. 240 litre mobile garbage bins, 1m³ bulk bins) for general waste and recycling b. the location of bin storage areas and collection points c. how waste collection vehicles will be able to safely and effectively access bins d. if bins are to be collected from the kerbside, demonstrate that this location has the capacity to adequately contain the maximum number of bins to be collected on collection day <p>Activity is at all times required to comply with the approved Waste management plan.</p>	of the use and then to be maintained
LANDSCAPING		
15.	<p>Prepare and submit for approval to the Assessment Manager a landscape plan. The plan must be prepared in accordance with the applicable Planning scheme codes, the planning scheme policy for development works, and the conditions of this approval.</p> <p>The plan is to include, but not be limited to the following:</p> <ul style="list-style-type: none"> a. the area set aside for landscaping b. location and name of existing trees c. a plan and schedule of all species which identifies: <ul style="list-style-type: none"> i. the location and sizes at planting and at maturity ii. the botanical and common names iii. the location of all areas to be covered by turf or other surface materials including pavement d. measures to ensure that the landscaping will be retained and managed to allow growth to maturity e. details of any landscape structures, including entrance statements f. details of cutting and filling and all retaining structures, fences and associated finishes g. contours or spot levels if appropriate h. inclusion of a controlled underground or drip irrigation system. Any such system is to be fitted with an approved testable backflow prevention device i. location of any overhead or underground services that traverse the site e.g. drainage, sewerage, electricity <p>All landscaping must be carried out in accordance with an approved Landscaping plan.</p> <p>Note: <i>Submission of the landscape plan must form part of an Operational works application.</i></p>	Prior to the commencement of the use and then to be maintained
16.	Provide certification from a Landscape Architect or other suitably qualified person that the landscaping has been	Prior to the commencement

Council Reference: 522.2020.182.1

NO.	CONDITION	TIMING
	constructed and established in accordance with the conditions of this and any other relevant approval issued by the Assessment Manager. Note: <i>Council does not require the submission of an Operational works development application for landscaping that is nominated as Accepted development where the works comply with the nominated requirements for Accepted development.</i>	of the use and then to be maintained
FENCES		
17.	Provide and maintain a solid screen fence along the western boundaries of Lot 6 on RP60097. The fence is to have a minimum height of 1.8m, 7.1m from the front boundary. The erection of a second boundary fence parallel to any existing fence is prohibited.	Prior to the commencement of use
USE SPECIFIC - MULTIPLE DWELLING		
LETTERBOXES		
18.	Provide one (1) letter box for each dwelling unit. All letter boxes must form an integral part to the building / landscape design and must be located on the primary road frontage.	Prior to the commencement of the use and then to be maintained
BUILDING DESIGN		
19.	All deck and balcony areas above ground floor must not be fully enclosed by permanent fixtures such as shutters, louvres, glass panelling or the like, except where required to satisfy any privacy condition of this Decision Notice.	At all times
CLOTHES DRYING		
20.	Each unit must be provided with access to clothes drying facilities (fixed or free standing) provided in accordance with the approved plans.	At all times
21.	The clothes drying facilities must be fully screened from view at the front property boundary or adjoining properties when in use.	At all times
PARKING AND ACCESS		
22.	Provide one (1) dedicated covered on-site car parking space per dwelling and one (1) on-site car parking space dedicated for visitors. Note: <i>Visitor spaces are to remain available for visitors and are to be sign posted or delineated accordingly.</i>	Prior to the commencement of the use and then to be maintained

Council Reference: 522.2020.182.1

NO.	CONDITION	TIMING
USE SPECIFIC - OFFICE		
23.	The Gross Floor Area of the Office must not exceed 99.8m ² .	At all times
24.	The street number of the site must be clearly displayed and visible from the primary street frontage.	Prior to the commencement of the use and then to be maintained
PARKING AND ACCESS		
25.	<p>Submit to and have approved by the Assessment Manager amended plans which incorporate the following:</p> <ol style="list-style-type: none"> one (1) bicycle parking space for customers in a visible area close to the entrance of the commercial premises; and two (2) bicycle parking spaces for employees in the cycle rack shown on Tomas O'Malley Architect plan A2100 Ground floor. <p>Once approved, the amended plans will form part of the Approved plans</p> <p>Note: <i>Where bicycle parking spaces within the secure carparking area of the residential units are to be used by employees, limited access to the secure area is to be provided to employee.</i></p>	Prior to the commencement of the use and then to be maintained
26.	Provide informational and directional signage where necessary to direct cyclists to bicycle parking spaces and advise the public of their presence.	Prior to the commencement of the use and then to be maintained
27.	During operating hours, all parking, pedestrian areas, and entrances/exits must be well lit with vandal resistant lighting and with intensities to satisfy the requirements of AS1158 – Public lighting code.	Prior to the commencement of the use and then to be maintained
HOURS OF OPERATION		
28.	Operating hours of the use are limited to 8am to 6pm Monday to Friday and 8am to 12 noon Saturday only.	At all times
29.	<p>Unless otherwise approved in writing by the Assessment Manager, all deliveries, loading/unloading activities and refuse collection for the Office are to be undertaken between the hours of 7am to 6pm Monday to Friday inclusive, Saturday 8am to 12noon.</p> <p>The requirements of this condition must be included in the Community Management Statement for any Body Corporate for the subject site.</p>	At all times

Decision Notice – Section 63 of the *Planning Act 2016*

Page 10 of 21

Council Reference: 522.2020.182.1

NO.	CONDITION	TIMING
OPERATIONAL WORK ASSOCIATED WITH THE MCU		
30.	<p>Ensure all Operational Work that is Accepted development complies with the nominated assessment benchmarks, or a Development application for Operational Work is submitted to and approved by Council.</p> <p>Note: <i>Where Accepted development does not comply with a nominated requirement for accepted development, a Development application for Operational Work must be submitted to Council.</i></p>	Prior to the commencement of work
31.	<p>Provide certification from a Registered Professional Engineer of Queensland (RPEQ) that any operational work that is Accepted development has been designed and constructed in accordance with the conditions of this Development approval and any other relevant approval issued by Council.</p> <p>Note: <i>Council does not require the submission of an Operational works development application for work that is nominated as Accepted development where the works comply with the nominated requirements for Accepted development and are certified by a RPEQ.</i></p>	Prior to the commencement of the use
CONSTRUCTION MANAGEMENT		
32.	<p>Unless otherwise approved in writing by the Assessment Manager, ensure no audible noise from work is made:</p> <p>a. on a business day or Saturday, before 6:30am or after 6:30pm</p> <p>on any other day, at any time.</p>	At all times during construction
33.	<p>Contain all litter, building waste, and sediment on the building site by the use of a skip and any other reasonable means during construction to prevent release to neighbouring properties or public spaces.</p>	At all times during construction
34.	<p>Remove any spills of soil or other material from the road or gutter upon completion of each day's work, during construction.</p>	At all times during construction
EARTHWORKS		
35.	<p>Carry out all earthworks in accordance with the approved plans, the applicable Planning scheme codes, and the Planning scheme policy for development works.</p> <p>Note: <i>Earthworks that comply with the applicable requirements for accepted development do not require the submission of an Operational works development application.</i> <i>Where the applicable requirements for accepted development are not met, an Operational works</i></p>	At all times

Decision Notice – Section 63 of the Planning Act 2016

Page 11 of 21

Council Reference: 522.2020.182.1

NO.	CONDITION	TIMING
	<i>development application must be submitted to the Assessment Manager.</i>	
36.	If geotechnical testing has confirmed the required length of piers are to be bored below the 20m AHD, perform relevant investigation into the presence of Acid Sulfate Soils and, if present, prepare an Acid Sulfate Soils treatment and management plan for the works that facilitates compliance with the BRC Acid Sulfate Soils Overlay Code performance outcomes. All works on site must be undertaken in accordance with appropriate ASS management practices. Testing results and any subsequent management plan must be submitted to the Assessment Manager.	Prior to the issuing of a 'Works Acceptance' notice
37.	Provide to the Assessment Manager certification from a Registered Professional Engineer of Queensland (RPEQ) that the Earthworks have been designed and constructed in accordance with the conditions of this Development approval and any other relevant approval issued by the Assessment Manager.	Prior to the commencement of the use
EROSION AND SEDIMENT CONTROL		
38.	Prepare and implement an Erosion and sediment control (ESC) management plan for the site in accordance with the Environment Protection Agency's (EPA – Guideline – <i>EPA Best Practice Urban Stormwater Management</i> – Erosion and Sediment Control and International Erosion Control Association's (IECA) – <i>Best Practice Erosion and Sediment Control</i> , and the <i>Queensland Urban Drainage Manual (QUDM)</i> .	Prior to site work commencing and at all times during construction
39.	Implement and maintain the Erosion and sediment control (ESC) management plan on-site for the duration of the operational and/or building works, and until all exposed soil areas are permanently stabilised (e.g. turfed, hydro-mulched, concrete, landscaped).	Prior to site work commencing and at all times during construction
STORMWATER		
40.	Carry out all stormwater drainage work and discharge to the Lawful Point of Discharge in accordance with the <i>Development Application – Material Change of Use – Office & Multiple Dwelling</i> prepared for Retirezy Pty Ltd by Insite SJC, dated 12 February 2020.	Prior to the commencement of the use and then to be maintained
WATER		
41.	Provide a metered water service, and internal infrastructure as required, to satisfy the firefighting and water supply demands of the development. Note: <i>Water infrastructure must be designed by an appropriately qualified hydraulic consultant to assess the suitability of the water supply system to cater for the proposed development,</i>	Prior to the commencement of the use and then to be maintained

Council Reference: 522.2020.182.1

NO.	CONDITION	TIMING
	<i>including firefighting requirements in accordance with AS2419 – Fire hydrant installation.</i>	
SEWERAGE		
42.	All live sewer work, including main replacement and points of connection, must be undertaken by Council.	At all times
ROADWORKS, ACCESS, AND CAR PARKING		
43.	<p>Design and construct off-street car parking, access, and manoeuvring areas in accordance with the Approved plans, applicable Planning scheme codes, and the Planning scheme policy for development work.</p> <p>Car parking, access, and manoeuvring areas must:</p> <ol style="list-style-type: none"> provide a minimum of 11 parking spaces; be designed and constructed in accordance with AS2890 Parking facilities – off-street car parking; provide parking spaces for people with a disability in accordance with the Building Code of Australia and AS2890.6 Off-street parking for people with disabilities; allow all design vehicles to enter and exit the site in a forward gear; be constructed and sealed with concrete, pavers or asphalt; be signed and delineated in accordance with the Queensland manual of uniform traffic control devices; allow for the provision of fill and/or boundary retaining walls and the containment and management of site stormwater drainage; and be drained to a legal point of discharge. <p><i>Note:</i> <i>Where there is any conflict between the Approved plans and the Planning Scheme provisions, the Approved plans prevail.</i></p>	Prior to the commencement of use and then to be maintained
44.	<p>Submit to and have approved by the Assessment Manager amended plans which incorporate the following:</p> <ol style="list-style-type: none"> Drawing A2100, dated 6 March 2020 to show the provision of four (4) bicycle spaces; and Drawings A2101 and A2102 showing provision of one (1) bicycle space in each dwelling unit. <p>Once approved, the amended plans will form part of the Approved plans.</p>	Prior to the commencement of the use
45.	Provide swept path analysis for the largest design vehicle, including vehicles legally utilising the easement to access Lots 1 – 3 on RP60097, to show that the width of access and turn around facilities solely within both lot 4 and 6 on RP60097 are adequate to enable the largest design vehicle to enter and exit the site in a forward gear.	Prior to the commencement of the use
46.	Ensure all existing and proposed utility services and connections (e.g. electricity, telecommunications, water, and sewerage) are wholly located within the site or within a	Prior to the commencement of the use

Council Reference: 522.2020.182.1

NO.	CONDITION	TIMING
	suitable easement to the satisfaction of the Assessment Manager.	
EASEMENTS		
47.	Lodge to the State (Titles office) for registration the following easement(s): minimum 3m wide sewerage easement in gross over all existing and proposed reticulated sewerage traversing the allotment at 30 Quay Street (Lot 4 on RP60097).	Prior to the commencement of the use
48.	Submit draft easement documentation to the Assessment Manager for endorsement.	Prior to the commencement of the use
49.	All works must be clear of any existing or proposed easements on the subject land, unless agreed in writing by the Grantee.	At all times
50.	Ensure that any easement and rights pertaining to the parcel of land associated with this approval are maintained unless otherwise stated on the approved plan(s) or the conditions of this approval. Proof of the registration or surrender of any easements is to be submitted to the Assessment Manager Prior to the commencement of use.	Prior to the commencement of use

PART 1B – ADVICE NOTES

NO.	ADVICE	TIMING
INFRASTRUCTURE CHARGES		
1.	Infrastructure charges notice (331.2020.1162.1) applicable to the development is attached to this Development approval.	At all times
ENVIRONMENTAL HARM		
2.	The <i>Environmental Protection Act 1994</i> states that a person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practicable measures to prevent or minimise the harm. Environmental harm includes environmental nuisance. In this regard persons and entities, involved in the civil, earthworks, construction, and operational phases of this development, are to adhere to their 'general environmental duty' to minimise the risk of causing environmental harm. Environmental harm is defined by the Act as any adverse effect, or potential adverse effect whether temporary or permanent and of whatever magnitude, duration or frequency on an environmental value and includes environmental nuisance. Therefore, no person should cause any interference with the environment or amenity of the area by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, wastewater, waste products, grit, sediment,	At all times

Decision Notice – Section 63 of the *Planning Act 2016*

Page 14 of 21

Council Reference: 522.2020.182.1

NO.	ADVICE	TIMING
	oil, or otherwise, or cause hazards likely in the opinion of the administering authority to cause undue disturbance or annoyance to persons or affect property no connected with the use.	
ABORIGINAL CULTURAL HERITAGE		
3.	All development should proceed in accordance with the Duty of care guidelines under the <i>Aboriginal Cultural Heritage Act 2003</i> . Penalties may apply where duty of care under that act has been breached.	At all times
WATER CONNECTIONS		
4.	Connection to Council's water infrastructure is subject to further approvals. For further information about these requirements, contact Council's Water and Wastewater Infrastructure Planning Technical Support Section on 1300 883 699. Council permits only one water service for each property. This means only one connection to the water main although there may be a potable and fire service feeding from that connection. Arrangements for the installation of any new metered service and sub-meters, or removal of an existing service, must be made with Council's Water and Wastewater Infrastructure Planning Technical Support Section.	Prior to the commencement of the use
SEWERAGE		
5.	Connection to sewer infrastructure is subject to further approvals. For further information about these requirements, contact Council's Water and Wastewater Infrastructure Planning Technical Support Section on 1300 883 699. No plumbing and drainage works are to commence prior to the issuing of the Plumbing and Drainage Approval by the Council.	Prior to the commencement of the use
SIGNAGE		
6.	An Operational Works permit is required to be obtained for all signs and advertising devices associated with the development that do not comply with the assessment benchmarks of the Planning Scheme in effect at the time of the proposed works.	Prior to the commencement of the use
FENCES		
7.	Should any existing fence not comply with the requirements of this approval, the existing fence must be replaced in accordance with the requirements of this approval at the Developer's expense.	Prior to the commencement of the use and then to be maintained
8.	Fencing should be undertaken in accordance with the provisions of this approval and the <i>Neighbourhood Disputes (Dividing Fences and trees) Act 2011</i> . This includes	Prior to the commencement of the use and

Decision Notice – Section 63 of the *Planning Act 2016*

Page 15 of 21

Council Reference: 522.2020.182.1

NO.	ADVICE	TIMING
	appropriate mediation practices and agreements regarding the type of materials. Where a conflict exists between this approval and the Act, the approval prevails.	then to be maintained
WATER AND SEWERAGE		
9.	Council permits only one water service for each property. This means only one connection to the water main although there may be a potable and fire service feeding from that connection. Arrangements for the installation of any new metered service and sub-meters, or removal of an existing service, must be made with Council's Water and Wastewater Infrastructure Planning Technical Support Section.	At all times
10.	No plumbing and drainage works are to commence prior to the issuing of the Plumbing and Drainage Approval by the Council.	At all times
11.	Boosters may be required to supply the top two levels of the development, this can be determined as part of the 'Application for Water & Sewer' application submitted to Council's Water Services.	At all times
12.	In order for agreed Council work to be performed on existing live water and sewer infrastructure: a. ensure a detailed design proposal is submitted to the Assessment Manager, marked 'for construction' b. complete and return the 'Application for water and sewer' forms available from the Assessment Manager c. pay the applicable lodgment fee d. if necessary, a quote will be prepared by Council's Water and Wastewater Operations & Maintenance Department once the detailed design proposal is approved e. follow instructions provided with the quotation and pay the quoted fee Note: <i>The 'Application for Water & Sewer' forms can cater for both water and sewer connection requirements in the one application. The applicable lodgment fee will be adjusted at the time of lodgment according to the features requested.</i>	At all times

PART 2—CONCURRENCE AGENCY CONDITIONS

Department of State Development, Manufacturing, Infrastructure and Planning, by letter dated 26 March 2020 (copy letter attached for information).

Council Reference: 522.2020.182.1

SCHEDULE 2 – PA EXTRACT ON APPEAL RIGHTS

CHAPTER 6, PART 1 APPEAL RIGHTS

229 Appeals to tribunal or P&E Court

- (1) Schedule 1 states—
 - (a) matters that may be appealed to—
 - (i) either a tribunal or the P&E Court; or
 - (ii) only a tribunal; or
 - (iii) only the P&E Court; and
 - (b) the person—
 - (i) who may appeal a matter (the appellant); and
 - (ii) who is a respondent in an appeal of the matter; and
 - (iii) who is a co-respondent in an appeal of the matter; and
 - (iv) who may elect to be a co-respondent in an appeal of the matter.
- (2) An appellant may start an appeal within the appeal period.
- (3) The **appeal period** is—
 - (a) for an appeal by a building advisory agency—10 business days after a decision notice for the decision is given to the agency; or
 - (b) for an appeal against a deemed refusal—at any time after the deemed refusal happens; or
 - (c) for an appeal against a decision of the Minister, under chapter 7, part 4, to register premises or to renew the registration of premises—20 business days after a notice is published under section 269(3)(a) or (4); or
 - (d) for an appeal against an infrastructure charges notice—20 business days after the infrastructure charges notice is given to the person; or
 - (e) for an appeal about a deemed approval of a development application for which a decision notice has not been given—30 business days after the applicant gives the deemed approval notice to the assessment manager; or
 - (f) for any other appeal—20 business days after a notice of the decision for the matter, including an enforcement notice, is given to the person.

Note — See the P&E Court Act for the court's power to extend the appeal period.
- (4) Each respondent and co-respondent for an appeal may be heard in the appeal.
- (5) If an appeal is only about a referral agency's response, the assessment manager may apply to the tribunal or P&E Court to withdraw from the appeal.
- (6) To remove any doubt, it is declared that an appeal against an infrastructure charges notice must not be about—
 - (a) the adopted charge itself; or
 - (b) for a decision about an offset or refund—
 - (i) the establishment cost of trunk infrastructure identified in a LGIP; or
 - (ii) the cost of infrastructure decided using the method included in the local government's charges resolution.

230 Notice of appeal

- (1) An appellant starts an appeal by lodging, with the registrar of the tribunal or P&E Court, a notice of appeal that—
 - (a) is in the approved form; and
 - (b) succinctly states the grounds of the appeal.
- (2) The notice of appeal must be accompanied by the required fee.
- (3) The appellant or, for an appeal to a tribunal, the registrar must, within the service period, give a copy of the notice of appeal to—

Decision Notice – Section 63 of the *Planning Act 2016*

Page 17 of 21

Council Reference: 522.2020.182.1

- (a) the respondent for the appeal; and
 - (b) each co-respondent for the appeal; and
 - (c) for an appeal about a development application under schedule 1, table 1, item 1—each principal submitter for the development application; and
 - (d) for an appeal about a change application under schedule 1, table 1, item 2—each principal submitter for the change application; and
 - (e) each person who may elect to become a co-respondent for the appeal, other than an eligible submitter who is not a principal submitter in an appeal under paragraph (c) or (d); and
 - (f) for an appeal to the P&E Court—the chief executive; and
 - (g) for an appeal to a tribunal under another Act—any other person who the registrar considers appropriate.
- (4) The **service period** is—
- (a) if a submitter or advice agency started the appeal in the P&E Court—2 business days after the appeal is started; or
 - (b) otherwise—10 business days after the appeal is started.
- (5) A notice of appeal given to a person who may elect to be a co-respondent must state the effect of subsection (6).
- (6) A person elects to be a co-respondent by filing a notice of election, in the approved form, within 10 business days after the notice of appeal is given to the person.

SCHEDULE 1 APPEALS

1 Appeal rights and parties to appeals

- (1) Table 1 states the matters that may be appealed to—
- (a) the P&E court; or
 - (b) a tribunal.
- (2) However, table 1 applies to a tribunal only if the matter involves—
- (a) the refusal, or deemed refusal of a development application, for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (b) a provision of a development approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (c) if a development permit was applied for—the decision to give a preliminary approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (d) a development condition if—
 - (i) the development approval is only for a material change of use that involves the use of a building classified under the Building Code as a class 2 building; and
 - (ii) the building is, or is proposed to be, not more than 3 storeys; and
 - (iii) the proposed development is for not more than 60 sole-occupancy units; or
 - (e) a decision for, or a deemed refusal of, an extension application for a development approval that is only for a material change of use of a classified building; or
 - (f) a decision for, or a deemed refusal of, a change application for a development approval that is only for a material change of use of a classified building; or
 - (g) a matter under this Act, to the extent the matter relates to—
 - (i) the Building Act, other than a matter under that Act that may or must be decided by the Queensland Building and Construction Commission; or
 - (ii) the Plumbing and Drainage Act, part 4 or 5; or

Decision Notice – Section 63 of the *Planning Act 2016*

Page 18 of 21

Council Reference: 522.2020.182.1

- (h) a decision to give an enforcement notice in relation to a matter under paragraphs (a) to (g); or
 - (i) a decision to give an infrastructure charges notice; or
 - (j) the refusal, or deemed refusal, of a conversion application; or
 - (k) a matter that, under another Act, may be appealed to the tribunal; or
 - (l) a matter prescribed by regulation.
- (3) Also, table 1 does not apply to a tribunal if the matter involves—
- (a) for a matter in subsection (2)(a) to (d)—
 - (i) a development approval for which the development application required impact assessment; and
 - (ii) a development approval in relation to which the assessment manager received a properly made submission for the development application; or
 - (b) a provision of a development approval about the identification or inclusion, under a variation approval, of a matter for the development.
- (4) Table 2 states the matters that may be appealed only to the P&E Court.
- (5) Table 3 states the matters that may be appealed only to the tribunal.
- (6) In each table—
- (a) column 1 states the appellant in the appeal; and
 - (b) column 2 states the respondent in the appeal; and
 - (c) column 3 states the co-respondent (if any) in the appeal; and
 - (d) column 4 states the co-respondents by election (if any) in the appeal.
- (7) If the chief executive receives a notice of appeal under section 230(3)(f), the chief executive may elect to be a co-respondent in the appeal.

Extract of Schedule 1 of the Planning Act 2016

Table 1 Appeals to the P&E Court and, for certain matters, to a tribunal			
1. Development applications An appeal may be made against—			
(a) the refusal of all or part of the development application; or			
(b) the deemed refusal of the development application; or			
(c) a provision of the development approval; or			
(d) if a development permit was applied for—the decision to give a preliminary approval.			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
The applicant	The assessment manager	If the appeal is about a concurrence agency's referral response—the concurrence agency	1 A concurrence agency that is not a co-respondent 2 If a chosen assessment manager is the respondent—the prescribed assessment manager 3 Any eligible advice agency for the application 4 Any eligible submitter for the application

Council Reference: 522.2020.182.1

Table 2 Appeals to the P&E Court only			
<p>2. Eligible submitter appeals</p> <p>An appeal may be made against the decision to give a development approval, or an approval for a change application, to the extent that the decision relates to—</p> <p>(a) any part of the development application for the development approval that required impact assessment; or</p> <p>(b) a variation request.</p>			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
<p>1 For a development application—an eligible submitter for the development application</p> <p>2 For a change application—an eligible submitter for the change application</p>	<p>1 For a development application—the assessment manager</p> <p>2 For a change application—the responsible entity</p>	<p>1 The applicant</p> <p>2 If the appeal is about a concurrence agency's referral response—the concurrence agency</p>	<p>Another eligible submitter for the application</p>
<p>3. Eligible submitter and eligible advice agency appeals</p> <p>An appeal may be made against a provision of a development approval, or failure to include a provision in the development approval, to the extent the matter relates to—</p> <p>(a) any part of the development application or the change application, for the development approval, that required impact assessment; or</p> <p>(b) a variation request.</p>			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
<p>1 For a development application—an eligible submitter for the development application</p> <p>2 For a change application—an eligible submitter for the change application</p> <p>3 An eligible advice agency for the development application or change application</p>	<p>1 For a development application—the assessment manager</p> <p>2 For a change application—the responsible entity</p>	<p>1 The applicant</p> <p>2 If the appeal is about a concurrence agency's referral response—the concurrence agency</p>	<p>Another eligible submitter for the application</p>

Note:

Attached is a Rights of Appeal Waiver form (Schedule 3). Please complete and return this form if you are satisfied with the approval and agree to the conditions contained therein and you wish to waive the 20 day appeal period available under the *Planning Act 2016*

Council Reference: 522.2020.182.1

SCHEDULE 3 – RIGHT OF APPEAL WAIVER



Mail To: Bundaberg Regional Council
Email Address: development@bundaberg.qld.gov.au
Attention: Development Assessment

RE:

Council reference: 522.2020.182.1

Property Address: 30 Quay Street, Bundaberg Central; land described as Lots 4 and 6 on RP60097

This advice is to confirm that I/We have received the above approval and agree to the conditions contained therein. I/We hereby waive My/Our appeal rights available under the *Planning Act 2016*.

Applicant's Name: _____

Signature: _____

Date: _____



QUAY

R E S I D E N C E S



19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET

A0000 TITLE PAGE

RETIREZY PTY LTD

IR Response

06.03.20

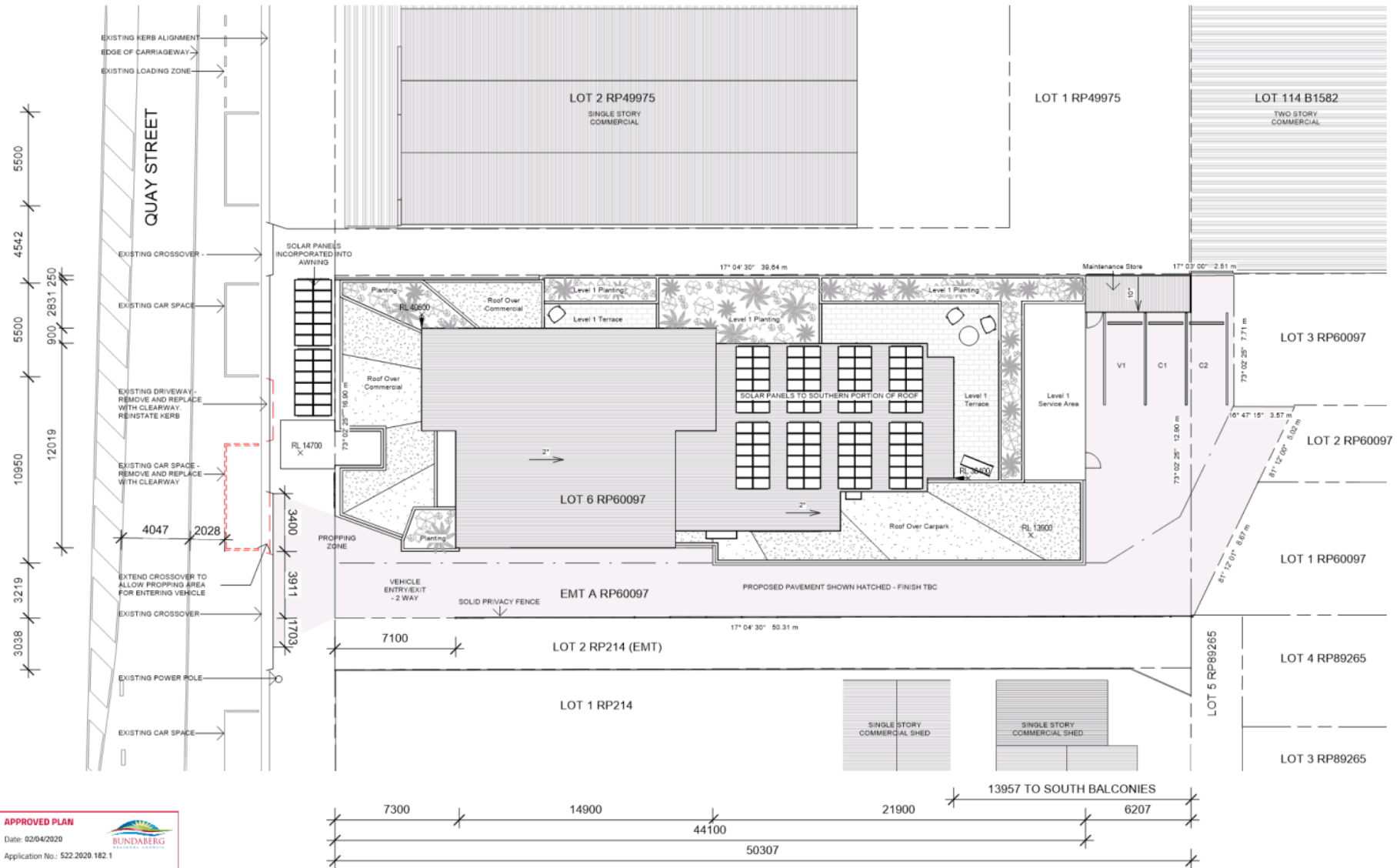
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 Nominated Architect: Tomas O'Malley (4395)



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APPROVED PLAN
 Date: 02/04/2020
 Application No: 522.2020.182.1



19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A1000 SITE PLAN RETIREZY PTY LTD 1 : 200 IR Response 06.03.20

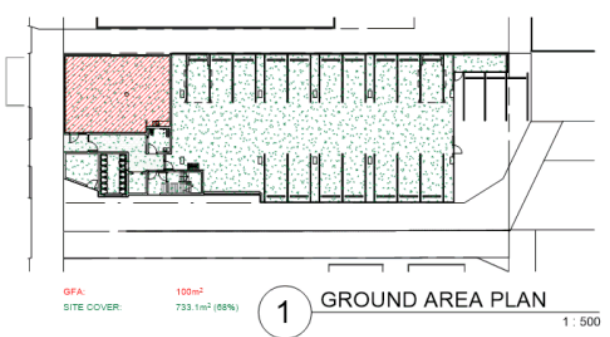
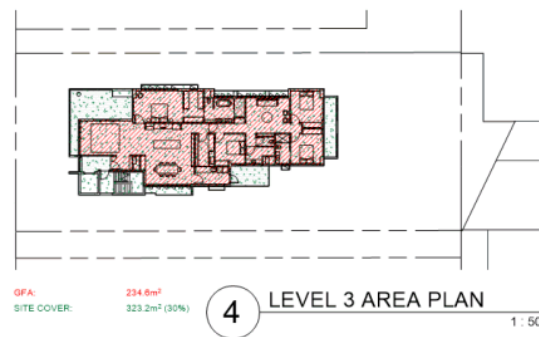
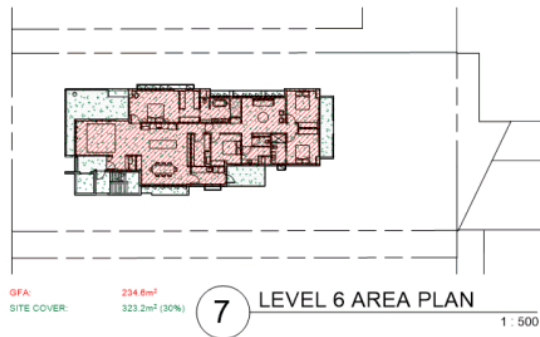
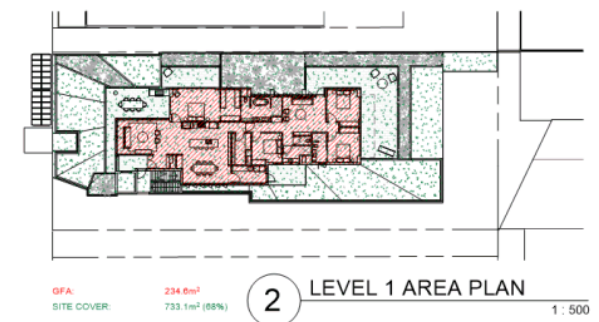
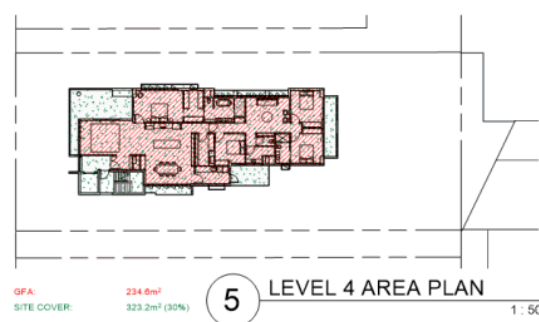
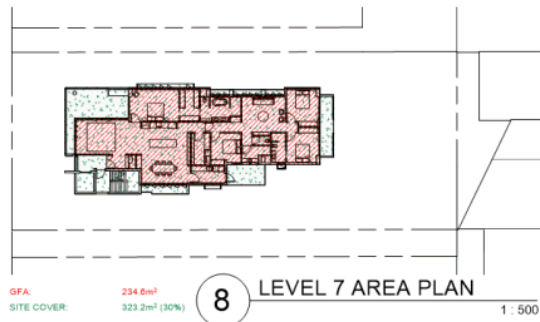
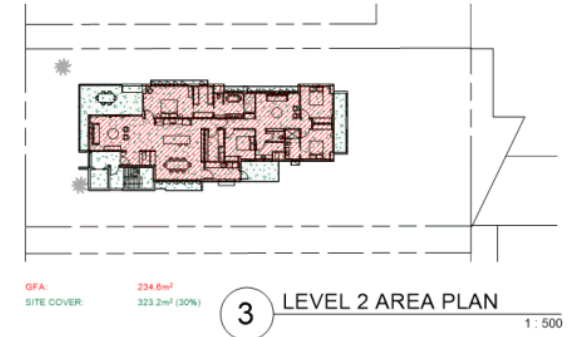
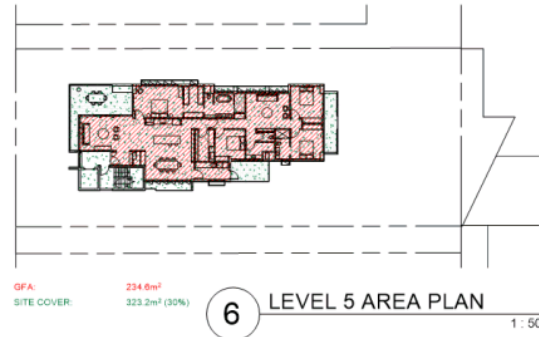
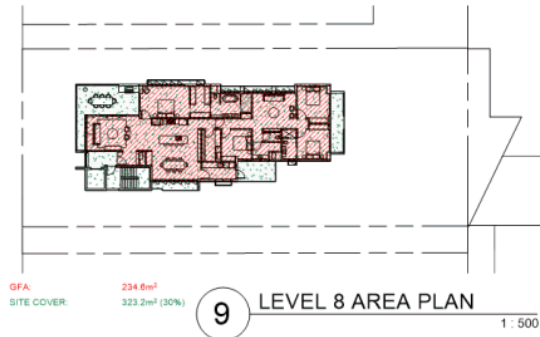
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19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A1100 AREA PLANS RETIREZY PTY LTD 1:500 IR Response 06.03.20

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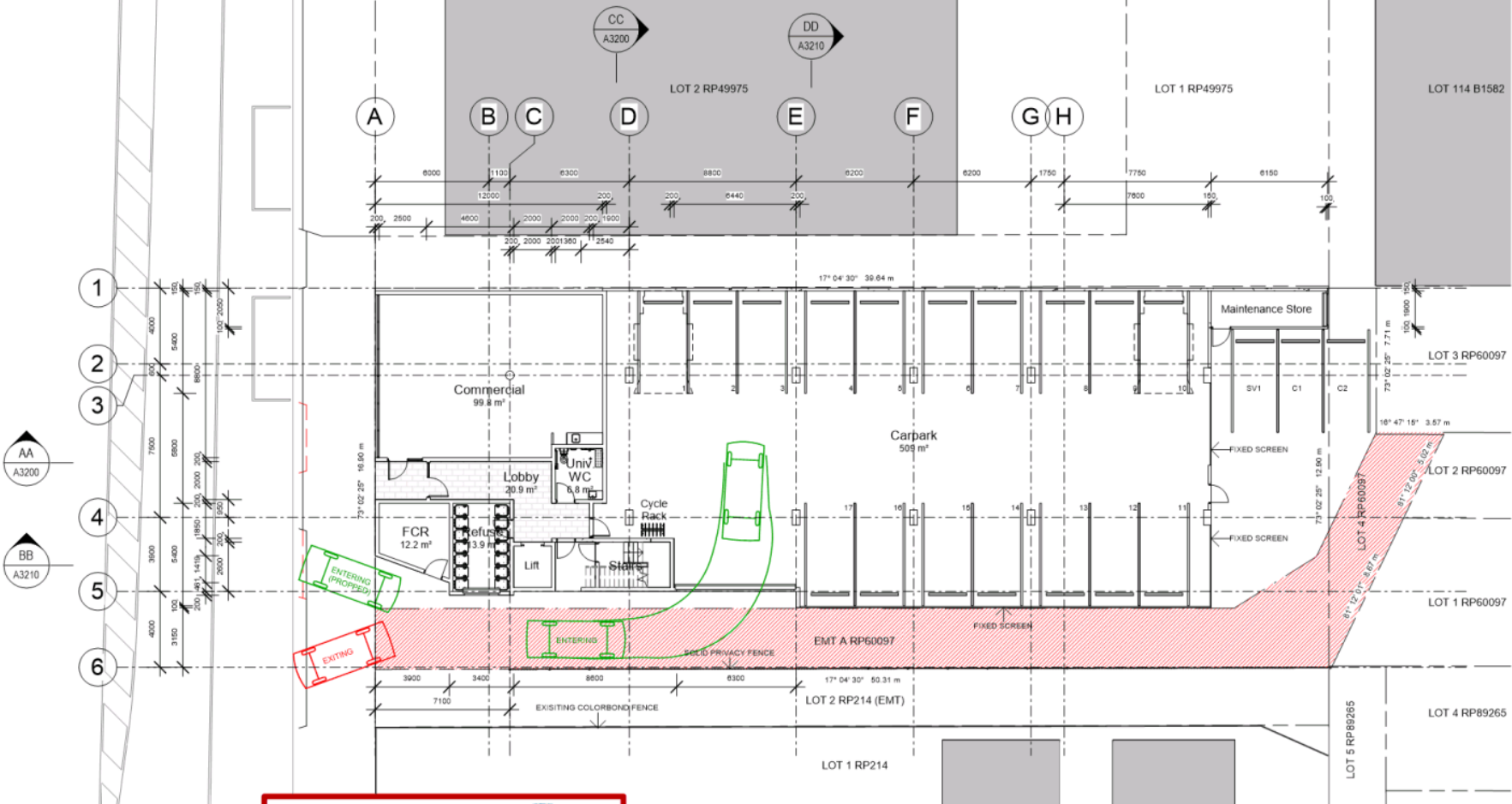
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APPROVED PLAN
 Date: 02/04/2020
 Application No.: 522.2020.182.1



As amended: 31 March 2020

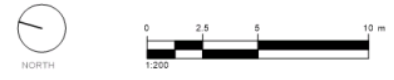
This plan is approved
 subject to amendments as
 detailed in the conditions of
 the Development Approval.

1 : 200 IR Response 06.03.20

19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A2100 GROUND FLOOR RETIREZY PTY LTD

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GROUND SITE COVERAGE (BUILT FORM) 731.1m²
 COMMERCIAL GFA 99.8m²
 CARPARK GFA 508.7m²
 SITE COVERAGE 60%



Tomas O'Malley | ARCHITECT

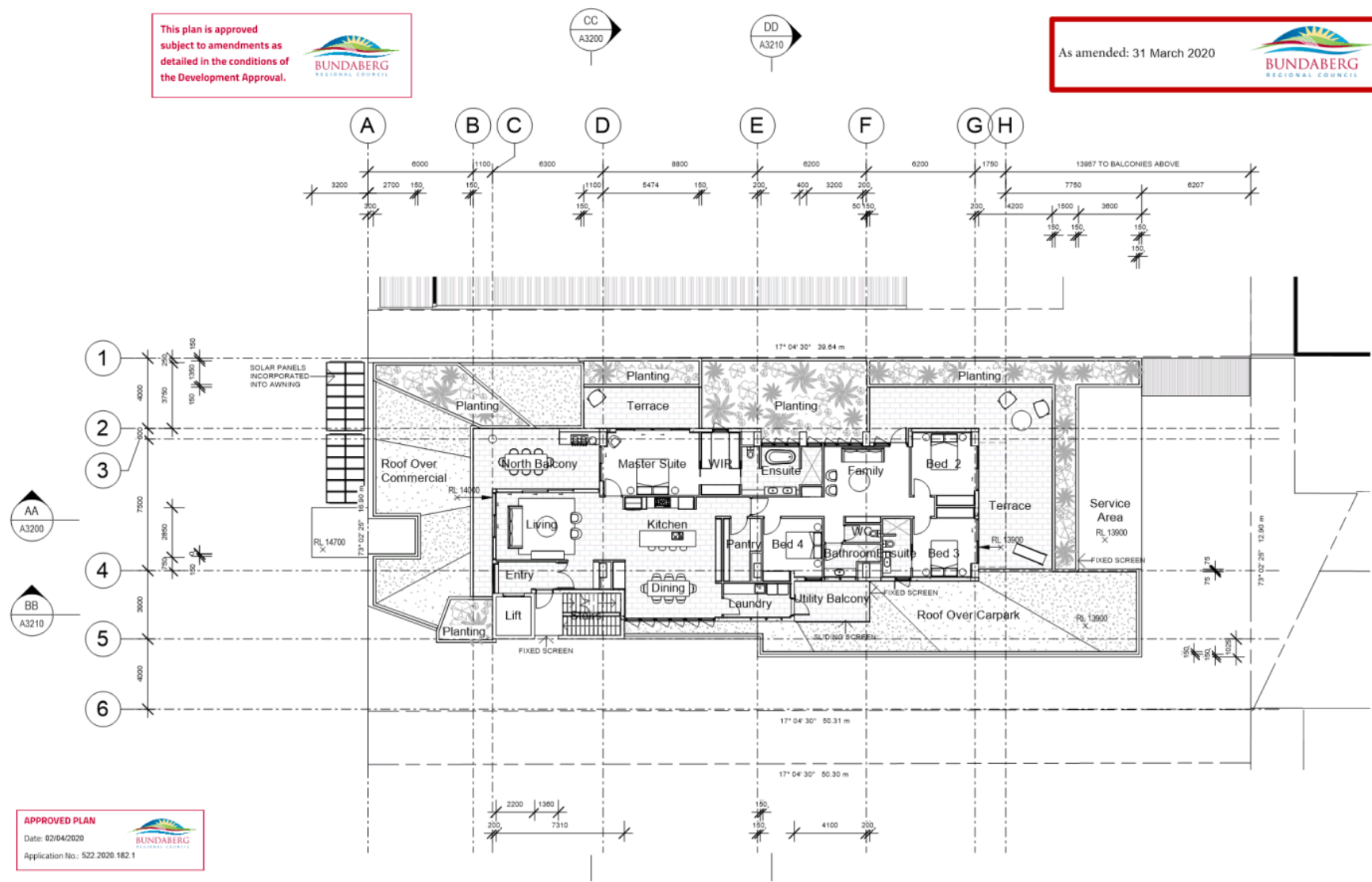
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This plan is approved subject to amendments as detailed in the conditions of the Development Approval.



As amended: 31 March 2020



APPROVED PLAN
Date: 02/04/2020
Application No.: 522.2020.182.1

19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A2101 LEVEL 1 FLOOR PLAN RETIREZY PTY LTD 1 : 200 Development Application 12.02.20

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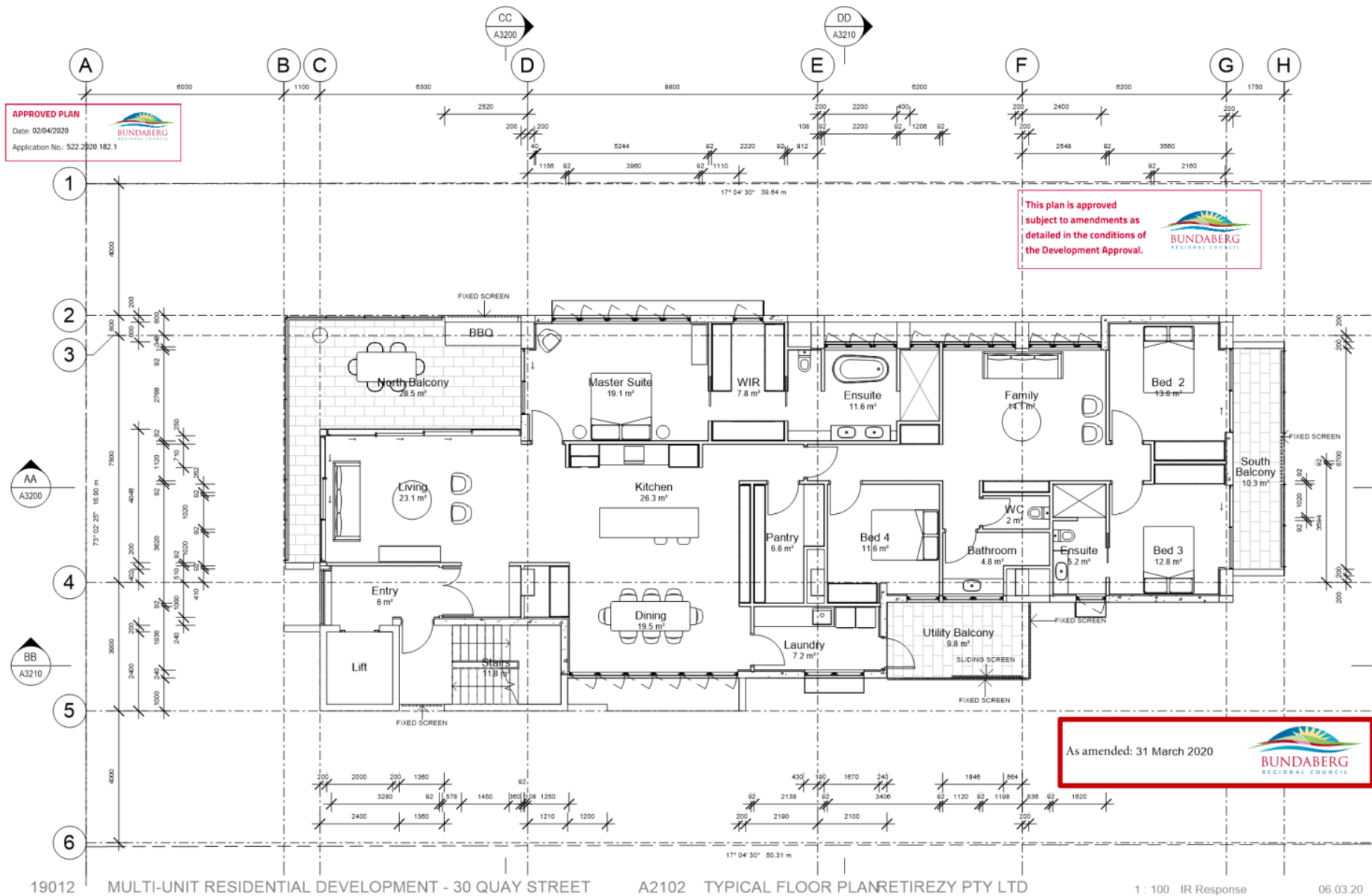
LEVEL 1:	
FLOORPLATE TOTAL	731.1m ²
SITE COVERAGE	731.1m ²
GFA	234.6m ²
LETTABLE INT. AREA	205.9m ²
PRIVATE OUTDOOR AREA	116.8m ²
SITE COVERAGE	68%



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APPROVED PLAN
 Date: 02/04/2020
 Application No.: 522.2020.182.1

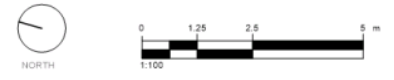
This plan is approved
 subject to amendments as
 detailed in the conditions of
 the Development Approval.

As amended: 31 March 2020

19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A2102 TYPICAL FLOOR PLAN RETIREZY PTY LTD 1 : 100 IR Response 06.03.20

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LEVEL 2 - LEVEL 8 FLOORPLATE TOTAL	320.8m ²
SITE COVERAGE	323.2m ²
GFA	234.8m ²
LETTABLE INT. AREA	205.9m ²
PRIVATE OUTDOOR AREA	47.9m ²
SITE COVERAGE	30%



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NOTE: COLOURS AND FINISHES TO BE CONFIRMED IN DESIGN DEVELOPMENT STAGE.



APPROVED PLAN
 Date: 02/04/2020
 Application No.: 522.2020.182.1

2 EAST 1 : 200

1 NORTH 1 : 200

19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A3100 ELEVATIONS RETIREZY PTY LTD 1 : 200 IR Response 06.03.20

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NOTE: COLOURS AND FINISHES TO BE CONFIRMED IN DESIGN DEVELOPMENT STAGE.



APPROVED PLAN
 Date: 02/04/2020
 Application No: 522 2020 182.1

2 WEST 1:200

1 SOUTH 1:200

19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A3110 ELEVATIONS RETIREZY PTY LTD 1:200 IR Response 06.03.20

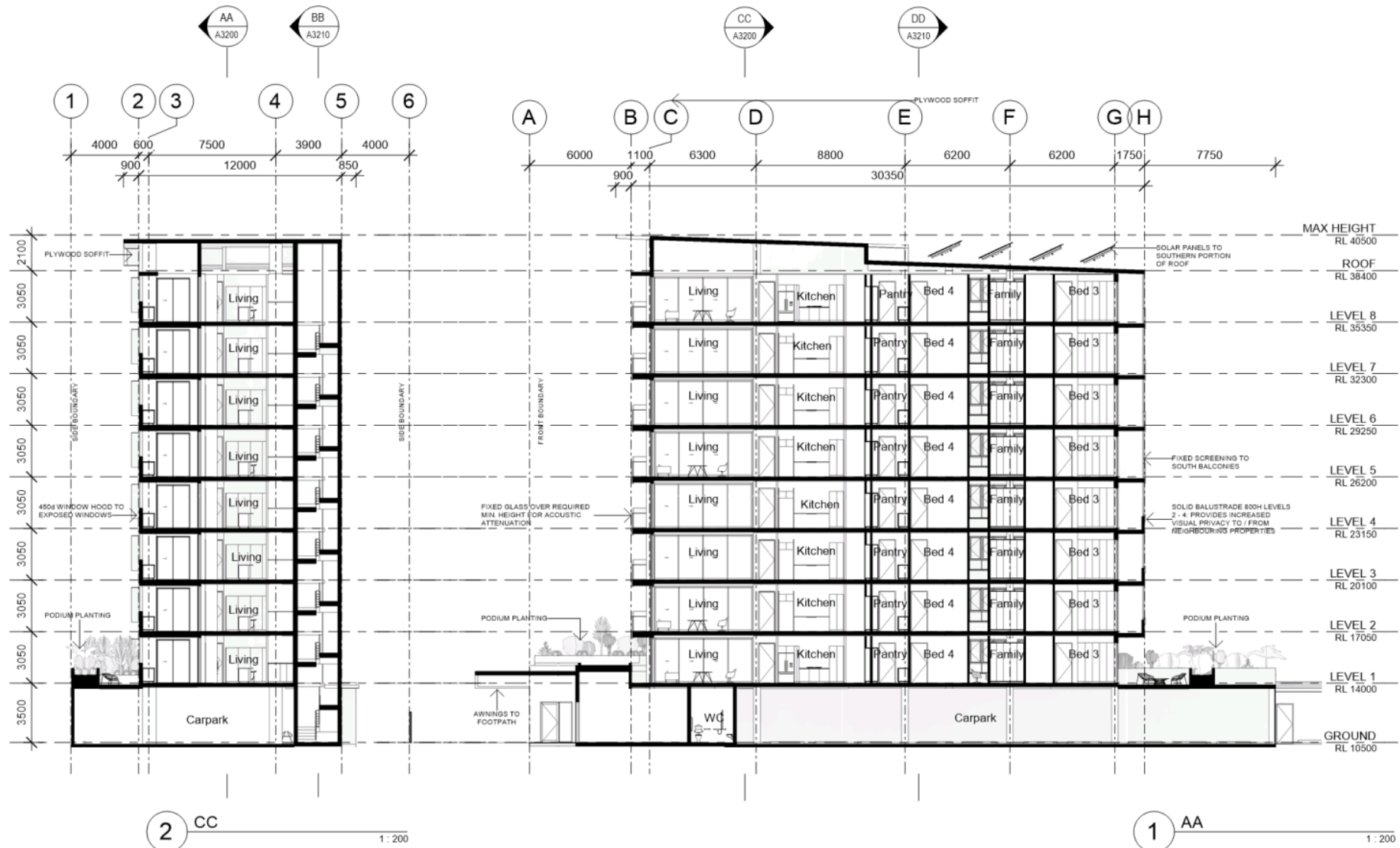
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19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET

A3200 SECTIONS

RETIREZY PTY LTD

1 : 200 IR Response

06.03.20

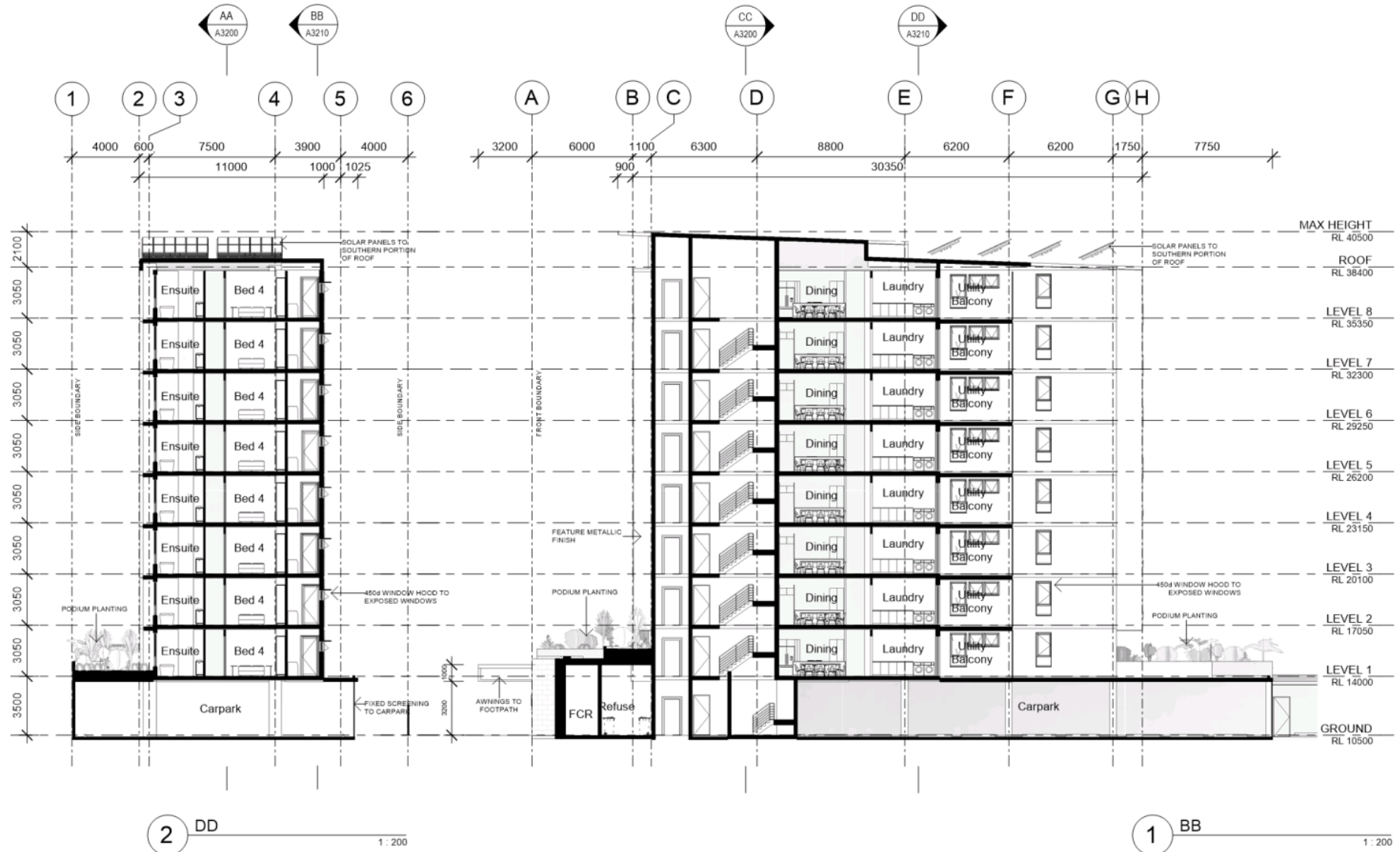
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A3210 SECTIONS

RETIREZY PTY LTD

1:200 IR Response

06.03.20

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APPROVED PLAN
 Date: 02/04/2020
 Application No.: 522 2020 182.1



Tomas O'Malley | ARCHITECT

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NOTE: COLOURS AND FINISHES TO BE CONFIRMED IN DESIGN DEVELOPMENT STAGE.



19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET

A9000 PERSPECTIVES

RETIREZY PTY LTD

IR Response

06.03.20

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APPROVED PLAN
 Date: 02/04/2020
 Application No.: 522.2020.182.1




Tomas O'Malley | ARCHITECT

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 m 0405 105 767 e info@to-architect.com.au ABN 96 632 630 654



Department of
**State Development,
Manufacturing,
Infrastructure and Planning**

Our reference: 2002-15554 SRA
Your reference: 522.2020.182.1
Applicant reference: GC19-163-T02

26 March 2020

The Chief Executive Officer
Bundaberg Regional Council
PO Box 3130
BUNDABERG QLD 4670
development@bundaberg.qld.gov.au

Attention: **Ms Katrina Peardon**
Katrina.Peardon@bundaberg.qld.gov.au

Ms Merinda Honor
Merinda.Honor@bundaberg.qld.gov.au

Dear Ms Peardon & Ms Honor

SARA response—30 Quay Street, BUNDABERG CENTRAL

(Given under Section 56 of the *Planning Act 2016*)

The development application described below was confirmed as being property referred to the Department of State Development, Manufacturing, Infrastructure and Planning (the department) on 24 February 2020.

Response

Outcome:	Referral agency response – with conditions
Date of response:	26 March 2020
Conditions:	The approval is subject to the conditions in Attachment 1 .
Advice:	Advice to the applicant is in Attachment 2 .
Reasons:	The reasons for the referral agency response are in Attachment 3 .

2002-15554 SRA

Development Details

Description:	Development Permit	Material Change of Use – Multiple Dwelling and Office
SARA role:	Referral Agency	
SARA triggers:	Schedule 10, Part 9, Division 4, Subdivision 2, Table 4, Item 1 (Planning Regulation 2017) – Material change of use of premises near a State transport corridor	
SARA reference:	2002-15554 SRA	
Assessment Manager:	Bundaberg Regional Council	
Street address:	30 Quay Street, BUNDABERG CENTRAL	
Real property description:	Lots 4 & 6 on RP60097	
Applicant name:	Retirezy Pty Ltd	
Applicant contact details:	C/- Insite SJC PO Box 1688 BUNDABERG QLD 4670 evonne@insitesjc.com.au	
State-controlled road access permit:	<p>This referral included an application for a road access location, under Section 62A(2) of the <i>Transport Infrastructure Act 1994</i>. Below are the details of the decision:</p> <ul style="list-style-type: none"> • Approved • TMR Reference: TMR20-029476 • Date: 24 March 2020 <p>If you are seeking further information on the road access permit, please contact the Department of Transport and Main Roads at bundaberg_office@tmr.qld.gov.au</p>	

Representations

An applicant may make representations to a concurrence agency, at any time before the application is decided, about changing a matter in the referral agency response (s.30 Development Assessment Rules).

Copies of the relevant provisions are in **Attachment 4**.

A copy of this response has been sent to the applicant for their information.

For further information please contact Peter Mulcahy, Principal Planning Officer, on (07) 4331 5603 or via email WBBSARA@dsgmip.qld.gov.au who will be pleased to assist.

Yours sincerely



Luke Lankowski
Manager, Planning – Wide Bay Burnett

2002-15554 SRA

cc Retirezy Pty Ltd
 C/- Insite SJC
 evonne@insitesjc.com.au

 Department of Transport and Main Roads
 Wide.Bay.Burnett.IDAS@tmr.qld.gov.au

enc Attachment 1 – Referral agency conditions
 Attachment 2 – Advice to the applicant
 Attachment 3 – Reasons for referral agency response
 Attachment 4 – Representations provisions
 Attachment 5 – Approved plans and specifications

2002-15554 SRA

Attachment 1—Referral agency conditions

(Under Section 56(1)(b)(i) of the *Planning Act 2016* the following conditions must be attached to any development approval relating to this application) (Copies of the plans and specifications referenced below are found at **Attachment 5**)

No.	Conditions	Condition timing
Material Change of Use – Multiple Dwelling and Office		
Schedule 10, Part 9, Division 4, Subdivision 2, Table 4, Item 1 of the Planning Regulation 2017—The Chief Executive administering the <i>Planning Act 2016</i> nominates the Director-General of the Department of Transport and Main Roads to be the enforcement authority for the development to which this development approval relates for the administration and enforcement of any matter relating to the following condition(s):		
In accordance with the approved plans		
1.	The development must be carried out generally in accordance with the following plans: <ul style="list-style-type: none"> - <i>Site Plan</i> prepared by Tomas O'Malley Architect, Drawing No. A1000, dated 6 March 2020 as amended in red by SARA on 26 March 2020 - <i>Elevations</i> prepared by Tomas O'Malley Architect, Drawing No. A3100, dated 6 March 2020 as amended in red by SARA on 26 March 2020 	Prior to the commencement of use and to be maintained at all times.
Stormwater management		
2.	<p>(a) Stormwater management of the development must ensure no worsening or actionable nuisance to the state-controlled road.</p> <p>(b) Any works on the land must not:</p> <ul style="list-style-type: none"> (i) create any new discharge points for stormwater runoff onto the state-controlled road; (ii) interfere with and/or cause damage to the existing stormwater drainage on the state-controlled road; (iii) surcharge any existing culvert or drain on the state-controlled road; and (iv) reduce the quality of stormwater discharge onto the state-controlled road. 	<p>(a) At all times.</p> <p>(b) At all times.</p>
Vehicular access to state-controlled road		
3.	<p>(a) The road access location is to be located via Easement A RP60097, in accordance with <i>Site Plan</i> prepared by Tomas O'Malley Architect, Drawing Np. A1000, dated 6 March 2020 as amended in red by SARA on 26 March 2020.</p> <p>(b) Road access works must be provided at the road access location at no cost to the Department of Transport and Main Roads and comprising:</p> <ul style="list-style-type: none"> i. A commercial crossover for the full width of Easement A RP60097 and including a propping zone as shown on <i>Site Plan</i> prepared by Tomas O'Malley Architect, Drawing No. A1000, dated 6 March 2020 and amended in red by SARA on 26 March 2020 generally in accordance with the drawing titled <i>Driveways: Industrial and Commercial Slab Two Way Access Industrial</i>, prepared by Bundaberg Regional Council undated, reference R1011 amended in red by SARA on 26 March 2020. ii. Removal of the on-street car parking on Quay Street adjacent to the permitted road access location inclusive of 	<p>(a) At all times</p> <p>(b) Prior to the commencement of use</p>

2002-15554 SRA

	<p>signage and line marking; and</p> <p>iii. Installation of a no stopping zone on Quay Street starting at the eastern extent of the required road access works and extending east for approximately 10 metres (as far as the next line marked car parking space) in accordance with the Department of Transport and Main Roads' <i>Manual of Uniform Traffic Control Devices (MUTCD) Part 11: Parking Controls March 2018</i>.</p> <p>(c) The road access works must be designed and constructed in accordance with relevant standards and requirements listed in (b) above.</p>	(c) Prior to the commencement of use
Removal of redundant road access works		
4.	<p>(a) The existing vehicular access located approximately 7.6m from the eastern boundary of Lot 6 on RP60097 and the state-controlled road must be permanently closed and removed.</p> <p>(b) The kerb and channel between the pavement edge and the property boundary must be reinstated in accordance with Bundaberg Regional Council standards at no cost to the Department of Transport and Main Roads.</p>	<p>(a) Prior to the commencement of use.</p> <p>(b) Prior to the commencement of use.</p>
Construction management plan		
5.	<p>(a) A Construction Management Plan must be prepared by a suitably qualified and experienced expert and given to the District-Director (Wide Bay Burnett) of the Department of Transport and Main Roads via e-mail (WBB.IDAS@tmr.qld.gov.au) or mail to PO Box 486, Bundaberg QLD 4670.</p> <p>(b) The Construction Management Plan must demonstrate that there will be no disruption to the movement of vehicles and pedestrians on the state-controlled road during construction.</p> <p>(c) The construction of the development must be undertaken in accordance with the Construction Management Plan, in particular:</p> <ul style="list-style-type: none"> - details on how equipment required for construction can be accommodated on-site throughout the build or stored off site - erosion and sediment control plan - strategies to prevent dust nuisance 	<p>(a) Prior to obtaining development approval for building work or operational work, whichever occurs first.</p> <p>(b) Prior to obtaining development approval for building work or operational work, whichever occurs first.</p> <p>(c) At all times during the construction of the development.</p>

2002-15554 SRA

Attachment 2—Advice to the applicant

(Under Section 56(1)(b)(i) of the *Planning Act 2016* the following conditions must be attached to any development approval relating to this application)

General advice	
1.	Terms and phrases used in this document are defined in the <i>Planning Act 2016</i> its regulation or the State Development Assessment Provisions (SDAP) v2.6. If a word remains undefined it has its ordinary meaning.
Structures within the state-controlled road reserve	
2.	<p>The proposed awning shown on <i>Site Plan</i> prepared by Tomas O'Malley Architect, Drawing No. A1000 dated 6 March 2020 encroaches into the Quay Street road corridor. It does not form part of this Material Change of Use (MCU) approval under the <i>Planning Act 2016</i>.</p> <p>This aspect of the proposal requires a Road Corridor Permit from the Department of Transport and Main Roads in accordance with Section 50 of the <i>Transport Infrastructure Act 1994</i>. A fact sheet is attached and further information can be found at the Department of Transport and Main Roads' website.</p>
Works within the state-controlled road reserve – Access works	
3.	<p>This approval does not constitute a decision under Section 33 of the <i>Transport Infrastructure Act 1994</i> (TIA). Under Section 33 of the TIA, written approval is required from the Department of Transport and Main Roads (DTMR) to carry out road works, including road access works on a state-controlled road or interfere with a state-controlled road or its operation.</p> <p>No works are to commence within the state-controlled road reserve until approval of the plan/s showing the proposed works is issued by the DTMR in accordance with Section 33 of the TIA.</p> <p>The approval process may require the approval of engineering designs of the proposed works, certified by a Registered Professional Engineer of Queensland (RPEQ). The approval may be subject to conditions related to the works construction process. Please contact the DTMR (Wide Bay Burnett) at bundaberg.office@tmr.qld.gov.au or on (07) 4154 0200 to make an application for works in the state-controlled road reserve.</p>
Advertising Devices	
4.	The design, construction and location of future advertising devices associated with the proposed development is required to comply with the Department of Transport and Main Roads' Roadside Advertising Manual to ensure compliance with PO2 of State Code 1.

2002-15554 SRA

Attachment 3—Reasons for referral agency response

(Given under Section 56(7) of the *Planning Act 2016*)

The reasons for the department's decision are:

- The design and location of the vehicle access is not considered to result in a worsening of operating conditions on Quay Street, detrimentally impact on westbound traffic flows and prioritises entry into the subject site
- The proposed development includes fixed glass balustrading to ensure that noise emanated from Quay Street is attenuated on north facing balconies for Levels 1 through to 8 of the proposed development
- The proposed development is not considered to result in stormwater impacts on existing infrastructure within the state-controlled road reserve

Material used in the assessment of the application:

- The development application material
- *Planning Act 2016*
- Planning Regulation 2017
- The *State Development Assessment Provisions* (Version 2.6), as published by the department
- The Development Assessment Rules (DA Rules)
- SARA DA Mapping system

2002-15554 SRA

Attachment 4—Change representation provisions

2002-15554 SRA

Attachment 5—Approved plans and specifications

Road Corridor Permit information sheet

May 2014

The Department of Transport and Main Roads (TMR) plans, provides and manages Queensland's state-controlled road network. This includes managing the non-road transport activities, works and structures that occur within road corridors. Applicants wishing to undertake an activity, conduct works or erect a structure within the road corridor must first apply for a Road Corridor Permit (RCP).

Structures		Activities	
Advertising signs/devices	Overhead conveyors and structures	Burning off	Holding a meeting
Awnings	Pipes	Camping	Landscaping
Beehives	Poles	Clearing	Painting
Bikeway paths	Property name signs	Conducting a business	Planting
Bores	Rest area facilities	Construction activities	Promotional activities
Bowser pumps	Retaining walls	Crushing and sorting rock	Graffiti removal
Bridges	Solar panels	Demolition activities	Removing trees
Building shelters	Statues or monuments	Drilling	Road safety related activities
Cables	Stays	Earthworks	Roadside activities
Cane railways	Structural anchors	Excavations	Roadside refurbishment
Channels	Tanks	Extracting gravel, water or other natural resources	Roadside vending
Culverts	Traffic and service signs	Fossicking	Slashing
Dams	Tunnels	Fire breaks	Sporting activities
Gates	Water pipes		
Grids	Water tanks		
Lighting	Wells		
Mailboxes (depending on dimensions)	Wind generators		
Monorails	Windmills		

This is not an exhaustive list of activities or structures. If you are unsure if a permit is required, please contact your local regional office.

How do I apply for a permit?

You must complete a RCP application form, available from all regional offices, or download from the department's website www.tmr.qld.gov.au. This form may be used to apply for works, structures and activities for which approval is required under section 50 of the *Transport Infrastructure Act 1994*. This approval includes the construction, maintenance, upgrading or conducting of those works, structures and activities characterised as ancillary works and encroachments under the *Transport Infrastructure Act 1994*.

To assist with the application process, it is recommended that you include any plans or specifications along with any other supporting documents such as public liability insurance.

If the information supplied is insufficient, you will be contacted and may be asked to submit further information. This will allow for an accurate assessment of the application.

It is recommended that **where possible**, your RCP application be lodged with your nearest regional office not less than **four (4) weeks prior** to the date the permit is required. This will allow enough time for administration and management processes to be completed.

Great state. Great opportunity.



There is currently no fee for most RCPs. It is an offence for anyone to carry out works, or interfere with, a state-controlled road network, or its operations, without an approval. Transport and Main Roads can impose a fine on anyone not complying with the requirements of section 50(3) of the *Transport Infrastructure Act 1994*.

What happens after submitting my application?

Each RCP application will be evaluated and a decision made as to whether to issue a permit. Consideration will be given to key impacts on road safety, road network efficiency and community access to the road network.

If the application is approved, a Permit and a letter outlining conditions of approval will be issued. Along with the letter, you may receive additional documents that need to be completed such as a Deed of Indemnity, an Unconditional Bank Guarantee or an Unconditional Insurance Bond.

If a RCP application is refused, the applicant will be notified in writing with an explanation for the refusal. Further clarification can be sought from the processing region.

Applicants should be aware of the following requirements should their application be successful:

- A RCP may not be the only approval required. It is the permit holders' responsibility to identify and comply with all other relevant laws and requirements that could apply to your activity, works or structure.
- Some permits will require the permit holder to **indemnify the department** from all legal claims arising from their activities, works or structures. If a claim is made against TMR for any property damage or personal injury caused by an activity/works/structure, the permit holder will be responsible for all costs.
- If appropriate, permit holders must provide TMR with **confirmation that they hold a current public liability insurance policy for no less than \$20,000,000** before starting any activity/works/structure. The Department of Transport and Main Roads should be covered as 'interest noted' or 'named party' on applicant's policy of insurance.
- Any interruption to traffic flow on a state-controlled road requires a Traffic Control Permit, in addition to a RCP.
- A Traffic Control Permit for temporary lane closures is mandatory prior to commencement of any activity that may interfere with traffic flow.
- Applications for Traffic Control Permits, including Traffic Management Plans, must be forwarded to the relevant regional office at least 14 days prior to commencement of activity/works/structure.
- The permit holder must **comply with conditions placed on the RCP, which are detailed in the approval letter**. Non-compliance with conditions is an offence.
- The activity, works or structure may be **inspected** at any time by TMR to ensure compliance with the permit and its conditions. The permit holder must make their **permit/letter of approval available** for inspection at any time to a Transport and Main Roads inspection officer.

TMR may need to vary or cancel the requirements of any RCP in circumstances such as:

- The activity/works/structure are causing a danger to the safety or efficiency of the road
- There is reasonable likelihood that damage may be caused to property within the road or that personal injury may occur

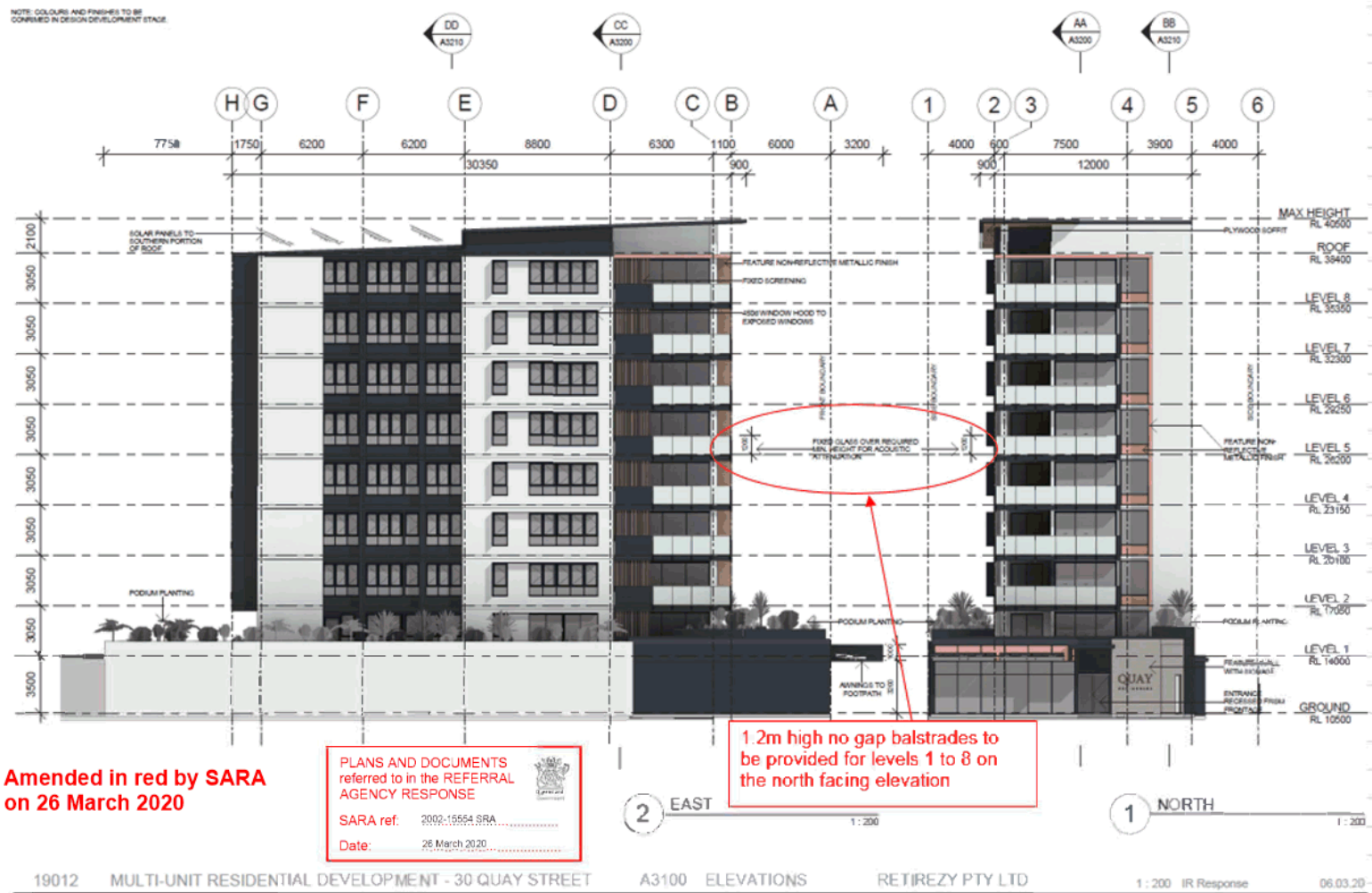
- The permit holder breaches any condition of their RCP.
In these circumstances, TMR may direct within a reasonable time that the permit holder either:
 - Cease activity/works/structure, and the RCP will be cancelled
 - Alter the activity/works/structure, and the RCP will be re-issued
 - The permit holder will bear all costs associated with ceasing or altering activities.
- For activities, works or structures which are not constructed, maintained, operated or conducted in accordance with permit conditions and require alteration, relocation, removal or to be stopped, the permit holder will be responsible for any costs involved.
- Where damage is caused to the road corridor and is not rectified by the applicant on request, the department may rectify the damage and seek reimbursement of the costs. Permit holders must not interfere with existing drainage, signage, road markers or anything else within the road system.
- Permits are issued for a specified period of time based on individual circumstances. For example, a marathon event could require one day, whereas a permit for a culvert could be for 20-50 years. It is the permit holders' responsibility to renew their permit 4 weeks prior to expiry date.
- RCPs cannot be transferred. The RCP is only valid for the permit holder, and until the expiry date.
- If you have been issued with a permit for a structure which relates to your property, for example, a cattle grid installed on a state-controlled road, you may be required to inform the department if you are selling the property. The RCP may contain conditions which govern your responsibilities after you cease to be the holder of an approval for the structure.
- Continued operation or conduct of an activity or structure under an expired permit is an offence. It is the permit holder's responsibility to ensure a current permit is held at all times.
- When the activity/works/structure is completed, the permit holder must restore the area to a reasonable condition. Restoration may include removal of any litter or materials, and revegetation.
- If the permit holder fails to restore the area to a reasonable condition, TMR may undertake the restoration and seek reimbursement of the costs.

Commercial tourism operators

A new process for commercial tourism operators to apply for, and install, white on brown tourism signs on state-controlled roads is currently being finalised.

Details of this new process and relevant contact details for TMR regional offices will be available here: <http://www.tmr.qld.gov.au/Community-and-environment/Planning-and-development/Other-matters-requiring-approval/Tourist-and-services-signs.aspx>

Installation of these signs will be done through the issuing of a Road Corridor Permit.



Amended in red by SARA on 26 March 2020

PLANS AND DOCUMENTS referred to in the REFERRAL AGENCY RESPONSE
 SARA ref: 2002-15554 SRA
 Date: 26 March 2020

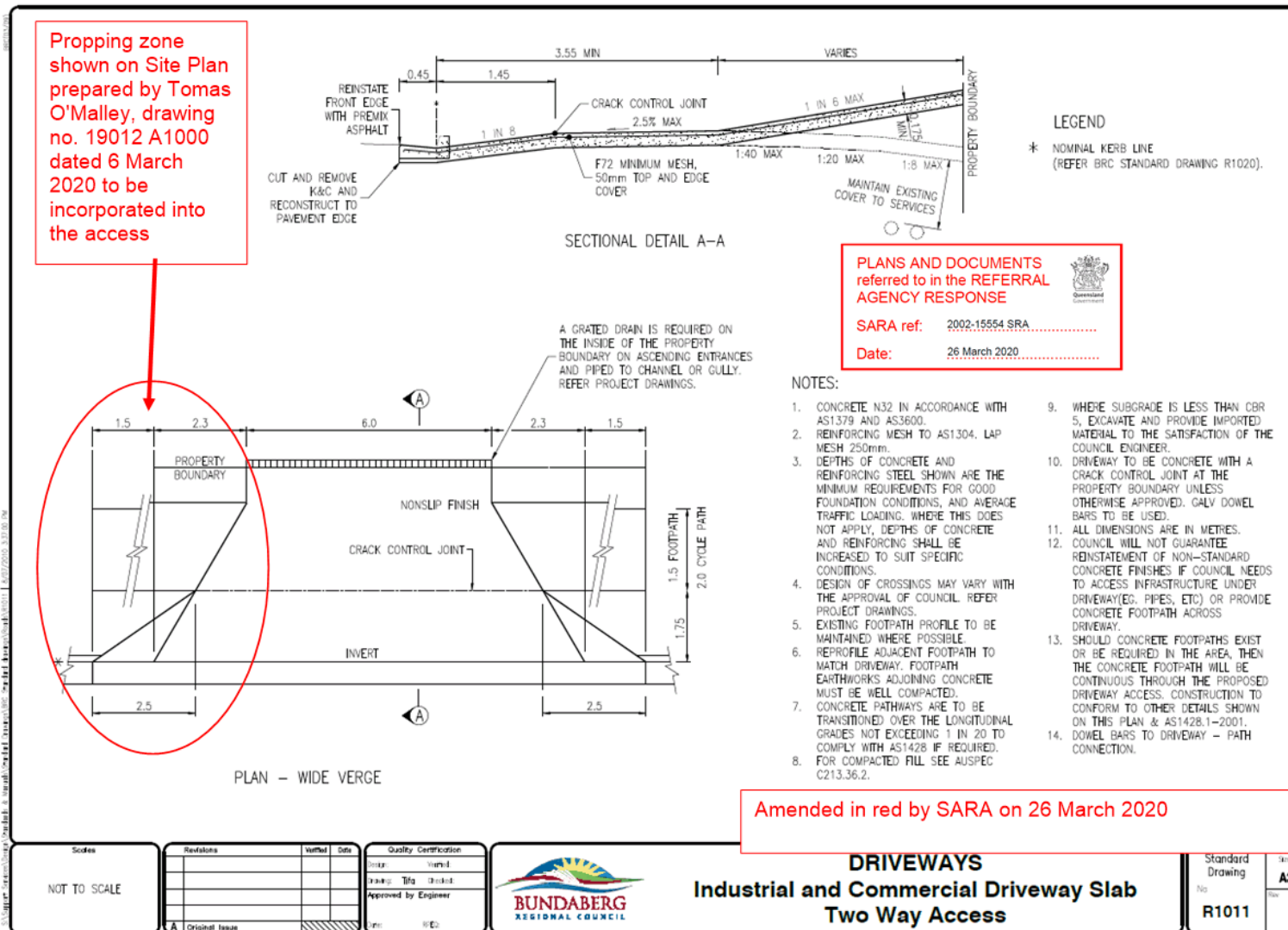
1.2m high no gap balustrades to be provided for levels 1 to 8 on the north facing elevation

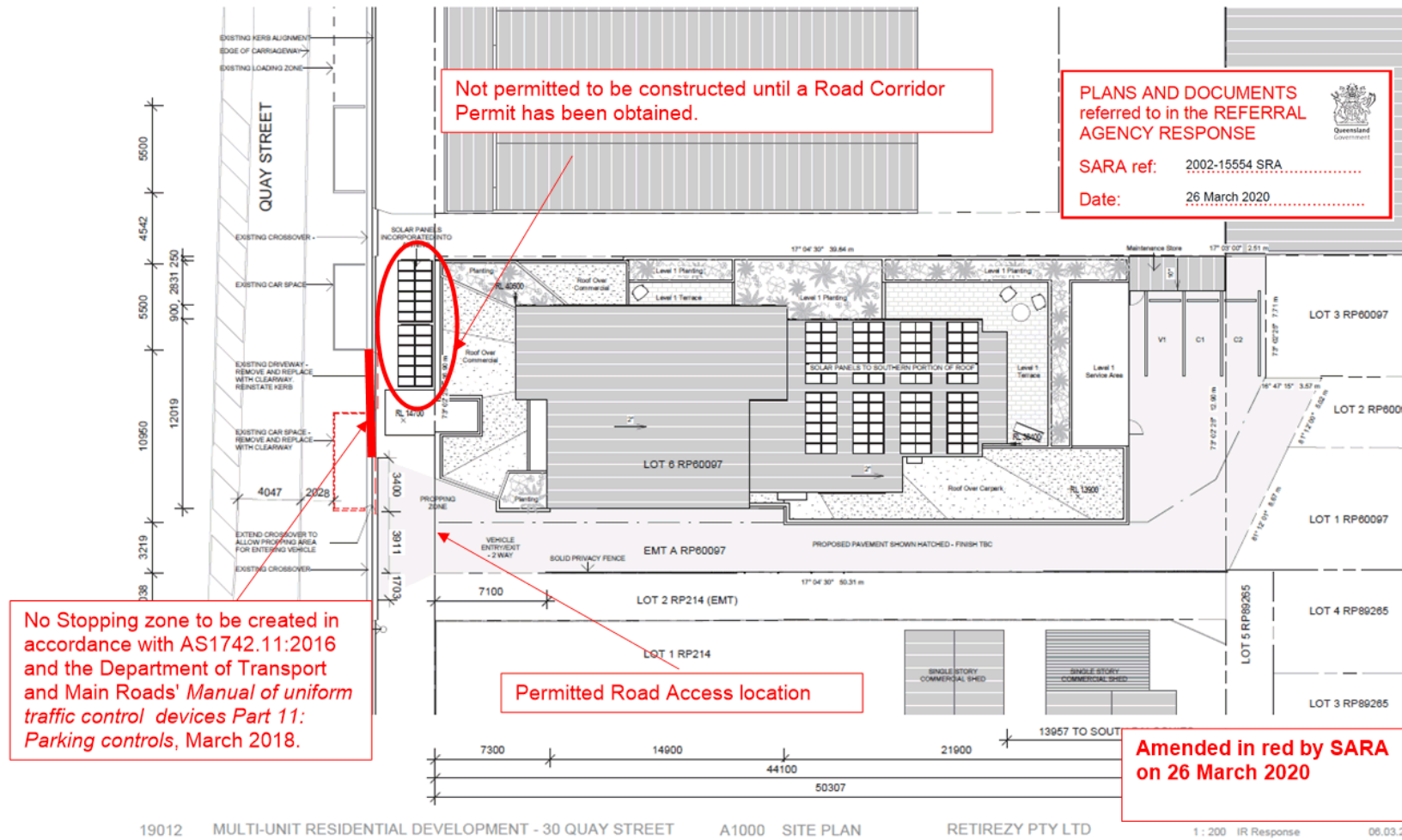
19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A3100 ELEVATIONS RETIREZY PTY LTD 1:200 IR Response 06.03.20

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 I:\170A_Project\19012_30 Quay Street_Cad\19012_30 Quay R1_Concept11.rvt



Tomas O'Malley | ARCHITECT
 First Floor, 7 Bardon Street, Bundoora VIC 3083
 Ph: 03 932 105 707 or info@tomomalley.com.au ABA 96 632 830 964





No Stopping zone to be created in accordance with AS1742.11:2016 and the Department of Transport and Main Roads' *Manual of uniform traffic control devices Part 11: Parking controls*, March 2018.

Not permitted to be constructed until a Road Corridor Permit has been obtained.

PLANS AND DOCUMENTS referred to in the REFERRAL AGENCY RESPONSE
 SARA ref: 2002-15554 SRA
 Date: 26 March 2020

Permitted Road Access location

Amended in red by SARA on 26 March 2020

19012 MULTI-UNIT RESIDENTIAL DEVELOPMENT - 30 QUAY STREET A1000 SITE PLAN RETIREZY PTY LTD 1:200 IR Response 06.03.20

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Tomas O'Malley | ARCHITECT

First Floor, 7 Bardin Street, Bundaberg Q 4670
 Ph 0405 105 707 • info@tomomalley-architect.com.au ADR 96 652 630 654

SYTDA_Project\19012_30 Quay St\202_Cad\01_SRM19012_30 Quay St_Concept15.nst

Development Assessment Rules—Representations about a referral agency response

The following provisions are those set out in sections 28 and 30 of the Development Assessment Rules¹ regarding **representations about a referral agency response**

Part 6: Changes to the application and referral agency responses

28 Concurrence agency changes its response or gives a late response

- 28.1. Despite part 2, a concurrence agency may, after its referral agency assessment period and any further period agreed ends, change its referral agency response or give a late referral agency response before the application is decided, subject to section 28.2 and 28.3.
- 28.2. A concurrence agency may change its referral agency response at any time before the application is decided if—
- (a) the change is in response to a change which the assessment manager is satisfied is a change under section 26.1; or
 - (b) the Minister has given the concurrence agency a direction under section 99 of the Act; or
 - (c) the applicant has given written agreement to the change to the referral agency response.²
- 28.3. A concurrence agency may give a late referral agency response before the application is decided, if the applicant has given written agreement to the late referral agency response.
- 28.4. If a concurrence agency proposes to change its referral agency response under section 28.2(a), the concurrence agency must—
- (a) give notice of its intention to change its referral agency response to the assessment manager and a copy to the applicant within 5 days of receiving notice of the change under section 25.1; and
 - (b) the concurrence agency has 10 days from the day of giving notice under paragraph (a), or a further period agreed between the applicant and the concurrence agency, to give an amended referral agency response to the assessment manager and a copy to the applicant.

¹ Pursuant to Section 68 of the *Planning Act 2016*

² In the instance an applicant has made representations to the concurrence agency under section 30, and the concurrence agency agrees to make the change included in the representations, section 28.2(c) is taken to have been satisfied.

Part 7: Miscellaneous

30 Representations about a referral agency response

30.1. An applicant may make representations to a concurrence agency at any time before the application is decided, about changing a matter in the referral agency response.³

³ An applicant may elect, under section 32, to stop the assessment manager's decision period in which to take this action. If a concurrence agency wishes to amend their response in relation to representations made under this section, they must do so in accordance with section 28.

Helen Aplitt

From: No Reply <mydas-notifications-prod2@qld.gov.au>
Sent: Thursday, 26 March 2020 4:46 PM
To: Development
Cc: evonne@insitesjc.com.au
Subject: 2002-15554 SRA application correspondence
Attachments: Road corridor permit information sheet.pdf; 2002-15554 SRA - SARA approved plans 2.pdf; BRC Standard Drawing - as amended in red by SARA.pdf; 2002-15554 SRA - SARA approved plan 1.pdf; GE83-N Representations about a referral agency response.pdf; 2002-15554 SRA - SARA Referral Agency Response.pdf

Categories: Helen

Please find attached a notice regarding application [2002-15554 SRA](#).

If you require any further information in relation to the application, please contact the Department of State Development, Manufacturing, Infrastructure and Planning on the details provided in the notice.

This is a system-generated message. Do not respond to this email.

RA6-N



Department of State Development,
Manufacturing, Infrastructure and Planning

Email Id: RFLG-0320-0007-2793



Item

28 June 2022

Item Number:	File Number:	Part:
K4	344.2021.27.1	PLANNING

Portfolio:

Planning & Development Services

Subject:

DA526.2020.239.1 - Request for extended Completion Date Building Bundaberg Region 2020 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 Building Bundaberg Region 2020 incentives scheme.

The request relates to DA526.2020.239.1 being a development permit for 9 Multiple Dwelling Units, a Café and Shop located at 152 Esplanade, Woodgate. The incentives approved on 14 June 2021 provide for a 100% discount. Under the Infrastructure agreement (IA) executed on 3 August 2021, to receive the incentives the development was required to be completed by 14 June 2022. To date, no works have commenced, although Building Approval for the café component has been obtained and the necessary Plumbing application was, at time of writing, being processed by Council.

The owner’s planning consultant has requested that the completion date be extended for a period of 12 months to 14 June 2023. 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 the development achieve substantial commencement (ie the slabs for the units are constructed) prior to making that request. As such the request has been reported to Council for determination.

In seeking the request the owner has advised that the extension is needed due to the project being delayed by the extended wet weather this year as well as the time taken to obtain plumbing approval. The request also notes extensions issued by the Planning Minister to development approvals in response to the Covid-19 pandemic. A copy of the request is included as Attachment 2.

Associated Person/Organization:

Clown Town (Qld) Pty Ltd - owner.

RPS Group – planning consultant.

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 Council agrees to the extended completion date, a Deed of Variation will be required to amend the Completion Date in the IA.

Policy Implications:

The Building Bundaberg Region 2020 incentives scheme closed for new applications on 30 June 2021. Accordingly, it was originally envisaged that the last of the incentivised developments would be finalized in the second half of 2022 barring any extensions as allowed for under each IA.

Despite not having achieved substantial commencement by the required date, it can be seen that the developer has taken substantial steps to progress the development. On this basis it is recommended that the requested extension to 14 June 2023 be granted. To receive the discount the developer will need to complete the whole of the development including the unit component of the proposal.

Financial and Resource Implications:

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

Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
\$248,751.60	100%	Nil

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:

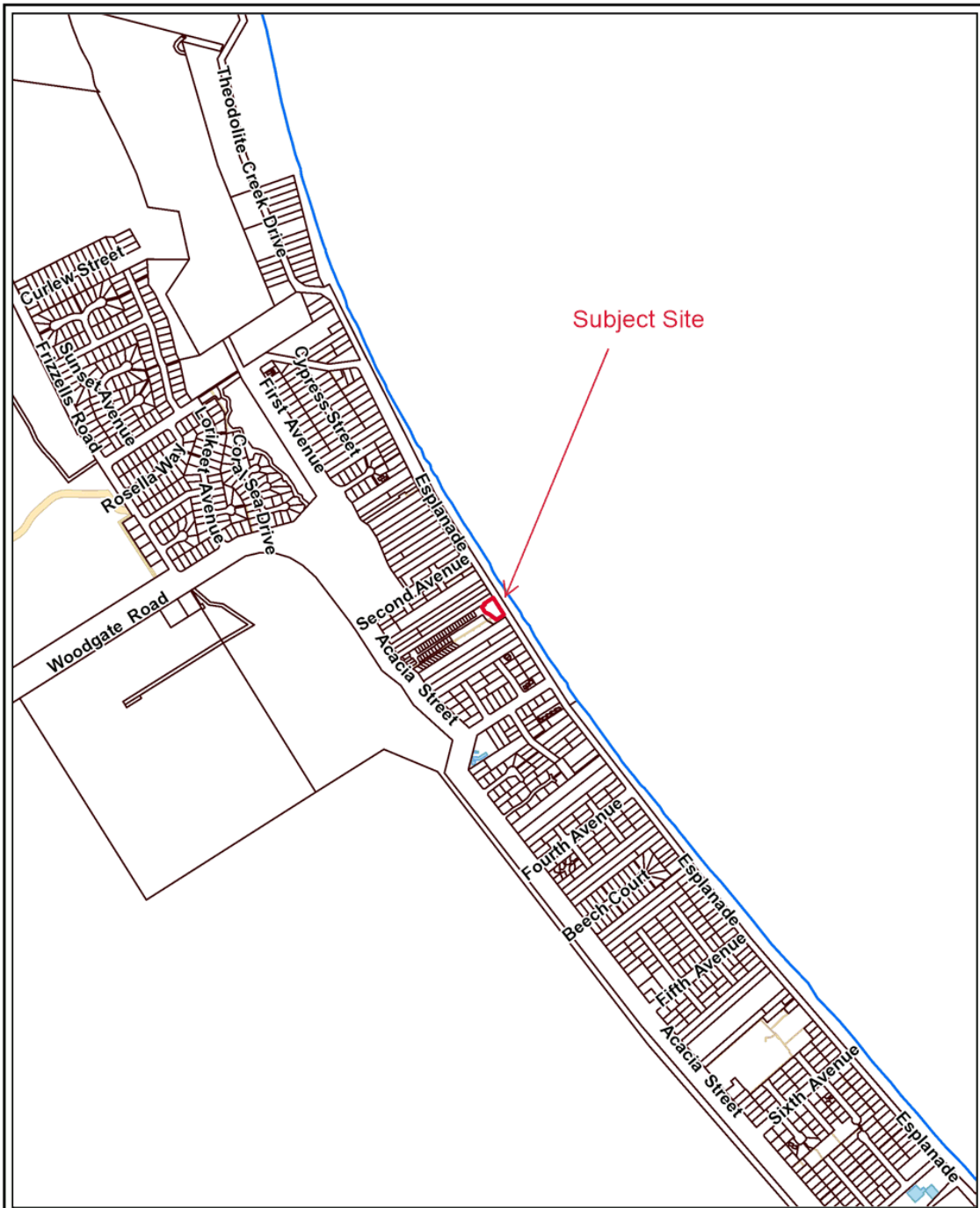
There appears to be no ILUA implications.

Attachments:

- ↓1 Locality Plan
- ↓2 Site Plan
- ↓3 Owners Request
- ↓4 Infrastructure Agreement
- ↓5 Development Approval

Recommendation:

That Council agree to an extension of the Completion Date in the Building Bundaberg Region 2020 infrastructure agreement for DA526.2020.239.1 to 14 June 2023.



LOCALITY PLAN
152 Esplanade, Woodgate

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Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere Date: 1/6/2022 9:50 AM Scale 1 : 16,000.00 on A4 Sheet

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Author: -Author-

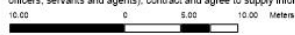


SITE PLAN
152 Esplanade, Woodgate

Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere Date: 1/6/2022 9:49 AM Scale 1 : 500.00 on A4 Sheet

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Author: -Author-

From: [Ben Walsh](#)
To: [Michael Ellery; Development](#)
Subject: Request for Extension of Infrastructure Charges Incentive Scheme
Date: Tuesday, 31 May 2022 12:54:57 PM
Attachments: [image001.png](#)
[BBR 2020 - Signed Infrastructure Agreement - 152 Esplanade - 04082021.pdf](#)

Hi Michael

**RE: Request for Extension of Infrastructure Charges Incentives
152 Esplanade, Woodgate**

Further to discussions earlier today, I write on behalf of RML Group Qld Pty Ltd in submitting this request to extend the application of the Infrastructure Charges Incentive scheme relevant to the development of 152 Esplanade, Woodgate. The executed Infrastructure Agreement is attached for your reference.

As an update on project progress, works associated with Stage 1 (Café) were scheduled to commence in April of this year. With the recent extended rain events affecting this and other developments across South East Queensland, in addition to the significant delay's associated with issue of the plumbing approval (plumbing application submitted to BRC 14 March, now approaching its twelfth week in Council), the Stage 1 commencement date is currently pending. We note that the Building Approval has been issued, Trade Waste is approved and all insurances paid, with the site being effectively development ready (cleared with all services inground).

Notably, upon issue of the Plumbing Approval the builder and plumber are positioned to commence work within two (2) weeks. Given the size of the project we consider that substantial commencement would have been comfortably achieved by end of May (being expiration of the charges incentives) if not for delays associated with plumbing approval.

With regard to delivery of Stage 2 of the development (9 Residential Units), the Applicant has undergone significant time and expense over the past 12 months attempting to source a capable builder, unfortunately with little success. It's understood this is an issue experienced across the industry particularly with increasing material and labour costs, builders' existing pipeline commitments (particularly in SEQ) and a general reluctance to enter fixed price contracts.

With a clear commitment to delivery of the project demonstrated we respectfully request Council's consideration in extending the applicability of the infrastructure charges incentives for a further twelve (12) months, which will greatly assist in realisation of the project.

Its noted the granting of an extension would reflect the State's recognition of the ongoing post recovery from the Covid 19 pandemic and in particular the Deputy Premier's recent extension granted of an applicable event (made on 26 April 2021), extending the applicable event until 24 June 2022.

We trust the above is sufficient for your needs however, should you require any further information don't hesitate to contact me

Kind Regards

Ben Walsh

Principal Planner
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In response to COVID-19, RPS has adapted the way we work to ensure we remain connected with you and our colleagues, and continue to deliver good work.

We recognise that the months ahead will pose challenges for many of our clients and partners. We're here to help in any way we can. While COVID-19 might separate us physically in the short term, please know that we're here, we're with you and we're stronger together.

If you need support or would like to discuss your forward looking priorities, please get in touch. You can continue to contact me in the usual ways via phone and email, or we can set up a virtual meeting.

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Infrastructure Agreement

Planning Act 2016

Building Bundaberg Region 2020 Infrastructure Agreement

Bundaberg Regional Council
Council

RML Group (Qld) Pty Ltd
Developer

Clown Town (Qld) Pty Ltd
Owner

Contents

Part 1. Preliminary	5
1. Introduction	5
1.1 Short title	5
1.2 Deed	5
1.3 Date	5
1.4 Parties	5
1.5 Recitals	5
Part 2. Terms agreed by the parties	6
2. Interpretation	6
2.1 Definitions	6
2.2 Undefined word	9
2.3 References	9
3. Infrastructure Agreement	11
3.1 Infrastructure Agreement under the Planning Act	11
3.2 Application of the Infrastructure Agreement	11
3.3 Owner	11
3.4 Relationship to an Approval	11
3.5 Relationship to an Infrastructure Charging Instrument	12
4. Operation of the Infrastructure Agreement	12
4.1 Commencement of the Infrastructure Agreement	12
4.2 Termination of the Infrastructure Agreement	12
5. Deed of agreement	12
5.1 Continuing effect as a deed of agreement if not an Infrastructure Agreement	12
6. Development Obligations	12
6.1 The Council's and Developer's obligations	12
6.2 The Developer's obligations	12
7. Application	13
7.1 Application of Applicable Discount	13
7.2 Early payment	13
8. Assignment	14
8.1 Assignment of interests, rights or obligations under document	14
9. Novation of document upon sale	14
9.1 Reconfiguring of the Development Land	14
9.2 Dealing with the Development Land	14
10. Right of access	14
10.1 Access to Development Land	14
10.2 Exercise of a right of access	14
11. Dispute resolution generally	15
11.1 Dispute	15
11.2 Notice as bar	15
11.3 Identity of expert	15

	11.4	Experience and expertise	15
	11.5	Non arbitrator	15
	11.6	Submissions	15
	11.7	Costs	15
	11.8	Co-operation	16
	11.9	Determination	16
12.		Force Majeure	16
	12.1	Notice of Force Majeure	16
	12.2	Suspension of an obligation	16
	12.3	Removal or amelioration of Force Majeure	16
	12.4	Dispute resolution process to apply	16
13.		Time	17
	13.1	Time of the essence	17
	13.2	Extension of time	17
14.		Counterparts	17
	14.1	Agreement may consist of counterparts	17
	14.2	Exchange of a counterpart	17
15.		Further action	17
	15.1	Action to give effect to this document	17
	15.2	Further action if a clause is invalid, illegal or unenforceable	17
16.		Severance	17
	16.1	Removal from this document	17
	16.2	Effect of removal on this document	17
	16.3	Further action on removal	18
17.		Notice	18
	17.1	Form of a Notice	18
	17.2	Giving of a Notice	18
	17.3	Change of the details of a party	19
18.		Further agreement	19
	18.1	Agreement to change	19
	18.2	Form of the change	19
	18.3	Further agreement	19
19.		Costs and outlays	19
	19.1	Each party pay its own costs	19
20.		Governing law and jurisdiction	19
	20.1	Queensland law to apply	19
	20.2	Queensland courts to have jurisdiction	20
21.		GST	20
	21.1	Construction of this clause	20
	21.2	Payment of GST	20
	21.3	Reimbursable cost	21
	21.4	Indemnified cost	21
	21.5	Stated amount	21
	21.6	No merger on termination	21

4

Schedule 1 Reference Schedule	22
Schedule 2 Discount Schedule	24
Schedule 3 Incentives Application Form	25
Part 3. Execution by the parties	33

Dated this 21st day of July 2021

PARTIES

- Council:** BUNDABERG REGIONAL COUNCIL of 190 Bourbong Street, Bundaberg in the State of Queensland
- Developer:** RML GROUP QLD PTY LTD of PO Box 6149, Meridan Plains 4575 in the State of Queensland
- Owner:** CLOWN TOWN (QLD) PTY LTD of PO Box 1476, Coolum Beach 4573 in the State of Queensland

Part 1 Preliminary

1. Introduction

1.1 Short title

This document may be referred to as the Building Bundaberg Region 2020 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 30 June 2020, the Council launched the "Building Bundaberg Region 2020" infrastructure charges incentives policy with the

objective of stimulating new construction activity and employment in the region;

- (b) The “Building Bundaberg Region 2020” infrastructure charges incentives scheme commenced on 1 July 2020 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) intensive animal industry
 - (4) aquaculture; or
 - (5) 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 building work, a certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued; 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) **14 June 2022** 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.

Developer means the party identified in Item 2A 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) Rural Sector Development; or
- (c) Other Eligible 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).

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.

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

Other Eligible Development has the meaning specified for “Other eligible development” in Attachment B of the Incentives Application Form.

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:

- (a) means the commencement of construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed; and
- (b) does not include preliminary site works such as tree clearing or bulk earth works.

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 of the Developer 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) the Eligible Development is not Completed by the Completion Date or an extended Completion Date allowed for under clause 6.1(c); or
- (c) **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 Developer'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 Developer 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 Developer's obligations

Upon acceptance by the Council of the payment of a Reduced Infrastructure Amount in accordance with the terms of this document, the Developer is released from any further obligation to pay the Infrastructure Amount under the Charges Notice or the 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 before 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 a Developer 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 a Developer 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 Developer 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 and Developer 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	Bundaberg Regional Council
	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	Clown Town (Qld) Pty Ltd
	Address (or registered office if a corporation)	PO Box 1476, Coolum Beach 4573 in the State of Queensland
	Person to whose attention a Notice is to be brought:	Roger Lewin
ITEM 2A Developer	Name	RML Group (Qld) Pty Ltd
	Address (or registered office if a corporation)	PO Box 1476, Coolum Beach 4573 in the State of Queensland
	Email address:	redback.1@bigpond.com
	Person to whose attention a Notice is to be brought:	Roger Lewin <i>rmlgroup@bigpond.com</i>
ITEM 3 Development Land	152 Esplanade, Woodgate in the State of Queensland; land described as Lot 801 on SP198959	
ITEM 4 Eligible Development	526.2020.239.1	
ITEM 5 Charges Notice or condition under which Infrastructure Amount is payable	331.2012.452.1	
ITEM 6 Due Date for payment of Reduced Infrastructure Amount	Before the change of use happens	

SCHEDULE 2
Discount Schedule

Column 1	Column 2	Column 3
Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
\$248,751.60	100%	NIL



Infrastructure charges incentives

Application Form

Council is offering infrastructure charges incentives to encourage increased development activity and job creation to assist with the economic recovery from the Covid-19 pandemic.

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 1 July 2021.

Please email directly to development@bundaberg.qld.gov.au

Developers details

Name/s (individual or company name in full)	RML Group QLD Pty LTD		
Contact name	Ben Walsh		
Postal address	PO Box 6149		
	Suburb	State	Postcode
	Meridan Plains	QLD	4575
Phone	5436 7805	Mobile	0430 011 617
Email address	ben.walsh@rpsgroup.com.au		

Owner details

Name/s (individual or company name in full)	Cloun Town (Qld) Pty Ltd.		
Postal address	PO Box 1476		
	Suburb	State	Postcode
	Coolum Beach	Qld	4573
Phone		Mobile	0414 460 570

Description of land

Property address	152 Esplanade, Woodgate		
Property description	Lot	801	Plan type and No. SP 198 959
	Lot		Plan type and No.
	Lot		Plan type and No.

Declaration

In lodging this request for an infrastructure charge discount I/We Ben Walsh 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 Building Bundaberg 2020 initiative. Council is collecting your personal information to assist in the assessment of your application for infrastructure charges incentives. Your information will be handled in accordance with the *Information Privacy Act (Qld) 2009* and may be accessed by employees of Council.

We will not provide your information to any other person or agency unless authorised or required by law.

For more information, see bundaberg.qld.gov.au/privacy

Signature/s: *Ben Walsh* Date 11.06.21



Building Bundaberg Region | 20 20



Application details

Which of the following categories of incentivised development are you applying for *(please see definitions)*:

- Rural sector development
 CBD/town centre development
 Other eligible development

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.

Details of the development permit or compliance permit

Application No: TP734

Type of approval: Material Change of Use - Multiple Dwellings (9 Units)

Date approval took effect: Cafe & Shop.

Have the adopted infrastructure charges or infrastructure contribution/s been paid?

- Yes No

Proposal details

What is the proposed value of works for the development? \$5,000,000.00 (\$5 million)

What is the anticipated number of jobs to be created by this development? *(if known/applicable)* 20 (Construction & Operation).

If the development is for residential development please provide the following:

Number of dwelling units: 9 Number of lots: N/A

If the development is for commercial or industrial uses please provide the following:

Gross floor area (GFA) 238.52m²

Staged development

Is the development a staged development?

- Yes No

Is it proposed that a discount apply to certain stages of the development and not the whole of the development?

- Yes No

Note: if development is to be staged, the application needs to be accompanied by a staging plan.

If it is proposed that a discount apply to certain stages of the development, provide details of:

- the total number of stages in the development and the site area of the total development.
- the stages to which a discount is sought to be applied.

Building Bundaberg Region 2020



Attachment A: Rules and procedures

1. Background

On 30 June 2020 Council launched the "Building Bundaberg Region 2020" incentives scheme with the objective of stimulating increased development activity to counter the economic impacts caused by the Covid-19 pandemic. As part of this initiative, Council is offering a range of discounts for infrastructure charges on certain developments.

Council has resolved to develop these rules and procedures to guide its decision-making in assessing applications for the infrastructure charges incentives.

Building Bundaberg Region 2020 will commence on 1 July 2020 and applies to eligible development. A development that has been completed prior 1 July 2020 is not eligible for the infrastructure charges incentives.

2. Eligibility for infrastructure charges incentives

2.1 A development approval exists for the development.

2.2 The Council has either:

- issued a charges notice in relation to the development approval; or
- imposed an infrastructure contribution condition in the development approval;

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 or a recalculation of the charges under a new charges resolution).

2.3 The development is for rural sector, CBD/town centre or other eligible development as defined in attachment B.

2.4 The development was not completed before 1 July 2020. For staged development, the stage being applied for was not completed before 1 July 2020.

2.5 The development is not eligible for a refund for the provision of trunk infrastructure pursuant to s129 of the *Planning Act 2016* (PA) (or equivalent section in any subsequent legislation). If through a conversion application (s139 PA) or a recalculation of the establishment cost of trunk infrastructure (s137 PA) 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.

3. Rules

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 1 July 2021.

3.2 Only one infrastructure charges incentives offer can apply to a development.

3.3 The infrastructure charges incentives will not apply to:

- any development that has been completed on or before 1 July 2020.

3.4 Discounts for the infrastructure charge are listed below and valid for 12 month from approval

- 100% discount for development that is for:
 - (a) CBD/town centre development;
 - (b) Rural sector development where:
 - (i) Intensive horticulture;
 - (ii) Rural industry;
 - (iii) Intensive animal industry
 - (iv) Aquaculture; or
 - (v) Winery (where located in a rural zone);
- 50% discount for all other eligible development .

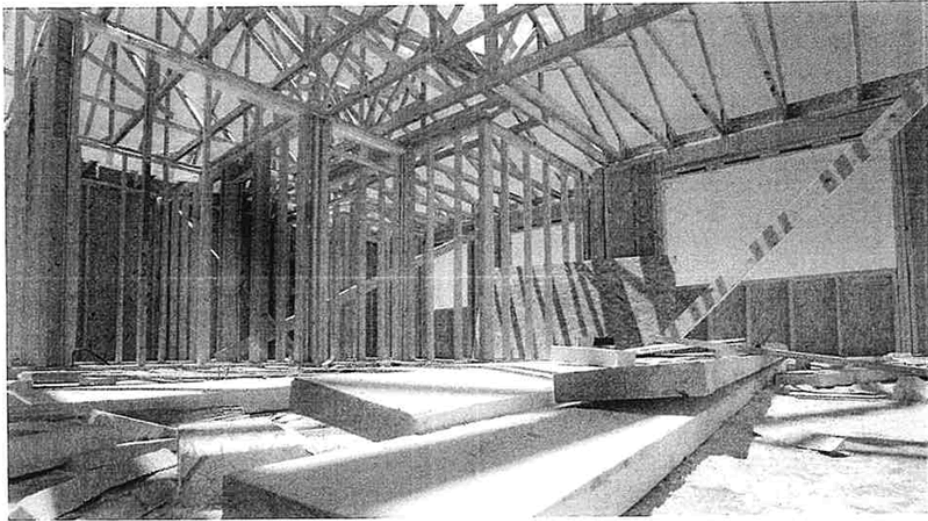
The above discounts are taken to be discounts off the applicable infrastructure charges specified in a charges notice or conditioned in a development approval (as varied by any infrastructure agreement relating to an extension of the relevant period of the development approval, where one exists). To 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:

- The applicant can show sufficient reason why the development cannot be completed by the original completion date; and
- The development has achieved substantial commencement prior to the original completion date.

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:

- 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
- For developments involving material change of use and no building works, the approved use is established by the Completion Date;

3.10 In all cases, Council must be satisfied that all applicable conditions of the development approval for the development completed have been satisfactorily complied with.

3.11 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.

3.12 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.

3.13 The discount applies to gross charges less credits but before 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.

4. Process

4.1 Applicants must lodge the application form prior to 1 July 2021.

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;

(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;

(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.



Attachment B: Definitions

The below are the definitions for the Building Bundaberg Region 2020 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

Adopted infrastructure charges resolution

Means Adopted Infrastructure Charges Resolution (No.1) 2012, Adopted Infrastructure Charges Resolution (No.1) 2013, Adopted Infrastructure Charges Resolution (No.1) 2014, Adopted Infrastructure Charges Resolution (No.1) 2015 or Charges Resolution (No. 1) 2018 or any subsequent charges resolution.

Applicant

Means the applicant for the infrastructure charges incentives under this policy.

CBD/town centre development

Means development located within the Bundaberg CBD, Childers Town Centre, Gin Gin Town Centre, Burnett Heads Town Centre, Bargara Tourism Precinct, Moore Park Beach Tourism Precinct or Woodgate Tourism Precinct as delineated in the Building Bundaberg 2020 maps (shown on Council's website at bundaberg.qld.gov.au/development/bbr2020) for any one or combination of the following purposes defined under the Bundaberg Regional Council Planning Scheme 2015 subject to any limitation in brackets:

- Bar
- Dual occupancy (where part of a mixed use building)
- Dwelling unit (where part of a mixed use building)
- Educational establishment;
- Entertainment activities;
- Food and drink outlet;
- Multiple dwelling;
- Offices;
- Shop;
- Shopping centre;
- Short-term accommodation; and
- Showroom

Charges notice

Means:

- an infrastructure charges notice as defined in section 119 of the *Planning Act 2016* (PA); or
- a notice mentioned in section 301(1) of PA; or
- a notice equivalent to an infrastructure charges notice which is given under legislation which repeals and replaces PA.

Completed

Means for a material change of use:

- 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

- Where not involving building works, the approved use has been established.

Means for building work:

- A certificate of classification or the final inspection certificate (for a single detached class 1a building or structure) has been issued

Completion date

Means:

- Twelve months from the date of the email notice mentioned in section 4.2 of attachment A; or
- such date as extended by the Council pursuant to section 3.7 of attachment A.

Development approval

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 (where the material change of use is accepted development) that has not lapsed.

Eligible development

Means proposed development that satisfies the requirements of section 2 of attachment A.

Entertainment activities

Means any of the following:

- Club;
- Function facility;
- Hotel;
- Nightclub entertainment facility;
- Theatre;
- Tourist attraction.

Infrastructure charges

Means infrastructure charges or contributions for trunk infrastructure payable pursuant to a charges notice or a contribution condition in a development approval.

Other eligible development

Means development for any material change of use or building works for which a charges notice has been issued.

Planning Act

Means the *Planning Act 2016* or subsequent legislation which repeals and replaces that act.

Rural sector development

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:

- Intensive horticulture;
- Rural industry;
- Aquaculture;
- Winery (where located in a Rural zone);
- Intensive animal husbandry;
- Short-term accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers);
- Non-resident workforce accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers); or
- Rural workers accommodation.

Substantial Commencement

Means the commencement of the construction of either slab or footings (whichever is required for the development) proportionate to the size of the development proposed.

Preliminary site works including tree clearing or bulk earth works are not considered to be substantial commencement for these purposes.

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 3rd day of August 2021

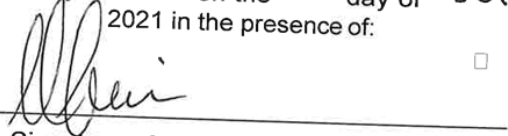
 Signature of

 Signature of witness

JUDY JACKSON
Name of witness (print)

Signed by ROGER LEWIN on the 25th day of JULY 2021 in the presence of:

 Signature of ROGER LEWIN

 Signature of witness

MORRIS LEWIN
Name of witness (print)

Signed by on the day of _____ 2021 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
ABN 72 427 835 198

23 December 2020

RML Group Qld Pty Ltd
C/- RPS Group
via email: ben.walsh@rpsgroup.com.au

Attn: Ben Walsh

Dear Mr Walsh

RE: – Change Application for Minor Change (Multiple Dwelling (9), Cafe and Shop) at 152 Esplanade, WOODGATE; land described as Lot 801 on SP198959;

Thank you for your Change Application for Minor Change (Multiple Dwelling (9), Cafe and Shop) at 152 Esplanade, WOODGATE; land described as Lot 801 on SP198959 lodged with Council on 25 November 2020.

Please find attached the Decision Notice for the above-mentioned Change Application.

Please quote Council's application number: 526.2020.239.1 in all subsequent correspondence relating to this development application. Should you require any clarification regarding this matter or wish to schedule a meeting, please contact Scott Irwin on telephone 1300 883 699.

Yours sincerely

Richard
Jenner

Digitally signed by Richard
Jenner
Date: 2020.12.23 14:29:21
+10'00'

Richard Jenner
Manager Development Assessment

ENCL.

- **DECISION NOTICE – Change Application**
- **APPROVED PLANS**

1300 883 699

bundaberg.qld.gov.au

Council Reference: 526.2020.239.1



Decision notice — change application

(Given under section 83 of the *Planning Act 2016*)

Thank you for your Change Application made under section 78 of the *Planning Act 2016* received by the Bundaberg Regional Council on 25 November 2020 for the development approval dated 22 December 2020. Please be aware the Bundaberg Regional Council has assessed your application and decided it as follows:

1. Applicant's details

Name: RML Group Qld Pty Ltd
 Email: ben.walsh@rpsgroup.com.au

2. Location details

Street address: 152 Esplanade, WOODGATE
 Real property description: Lot 801 on SP198959
 Local government area: Bundaberg Regional Council

3. Details of Original Approval

Material Change of Use for Multiple Dwelling (9 Units), Café and Shop
 Date of Approval: 22 August 2007
 Application Number: TP734

4. Decision for change application

Date of decision: 22 December 2020
 Decision details: The Bundaberg Regional Council has decided to:

Make the change and amend existing conditions. Please refer to [Schedule 1](#).

The changes agreed to are:

1. Amend condition 20 (Lighting)
2. Amend condition 33 (Date Development must be completed by (Lapsing Date))
3. Amend Advice Note A (Infrastructure Charges)

1. Rights of appeal

The rights of applicants to appeal to a tribunal or the Planning and Environment Court against decisions about a development application are set out in chapter 6, part 1 of the *Planning Act 2016*. For particular applications, there may also be a right to make an application for a declaration by a tribunal (see chapter 6, part 2 of the *Planning Act 2016*).

A copy of the relevant appeal provisions are included in [Schedule 2](#).

Council Reference: 526.2020.239.1

SCHEDULE 1 EXISTING APPROVAL INCORPORATING CHANGES

This Decision Notice includes change approved on 22 December 2020.
Changes are in ***bold italics***.

Decision Notice

IDAS Development Application - Integrated Planning Act 1997

Application/File No: TP734
Contact Officer: Evan Fritz
Phone No: (07) 4192 1000

22 August 2007

Keenbark Pty Ltd
C/- Insite Strategies Pty Ltd
PO Box 471
BUNDABERG QLD 4670

APPLICATION FOR MATERIAL CHANGE OF USE
151-152 ESPLANADE, WOODGATE BEACH
LOTS 1 & 2 ON RP59682, PARISH OF MARATHON

Dear Sir/ Madam

I wish to advise that on 21 August 2007 the above development application was approved in full with conditions. Information relevant to this approval is detailed below.

1. **Details of the Approval**
Development Permit – Material Change of Use for multiple dwellings (9 units), café and shop.
2. **IDAS Referral Agencies**

Name of Agency	Status	Address
Environmental Protection Agency	Concurrence	Ecoaccess Customer Service Unit Environmental Protection Agency PO Box 15155 CITY EAST QLD 4002

3. **Conditions**
The conditions relevant to this approval are attached, and include:
 - conditions imposed by Isis Shire Council as assessment manager; and
 - conditions imposed by The Environmental Protection Agency by concurrence agency response dated 28 May 2007 (EPA Ref. BNE20870 Project Ref. 212528, Approval No. IPCC00470106B11).

Decision Notice – Section 73 of the *Planning Act 2016*

Page 3 of 13

Council Reference: 526.2020.239.1

4. Conflict with laws and policies and reasons for the decision despite the conflict

The application was made and assessed under the (now superseded) Transitional Planning Scheme for the Balance of the Shire of Isis. The decision is not considered to conflict with the planning scheme, any other relevant local planning instrument, policy or local law and/or any State planning policy.

5. Further Development Permits Required

You are required to obtain any necessary development permit/s for any Operational work (including clearing of vegetation under the *Vegetation Management Act 1999*), Building work and/or Plumbing and Drainage work prior to the development being carried out.

6. Submissions

There were no properly made submissions about the application.

7. Appeal Rights

Attached is an extract from the *Integrated Planning Act 1997* which details your appeal rights regarding this decision.

8. When the Approval Takes Effect

This development approval takes effect -

- from the time the decision notice is given, if the applicant does not appeal the decision to the court; OR
- subject to the decision of the court, when the appeal is finally decided, if an appeal is made to the court.

The development may start when the development permit takes effect, subject to compliance with the relevant conditions attached to this development approval (refer to sections 3.5.19 and 3.5.20 of the *Integrated Planning Act 1997* for further details).

9. When approval lapses if development not started

The relevant periods stated in section 3.5.21 of the *Integrated Planning Act 1997* apply to this approval. Specifically – for a development approval for material change of use - the approval lapses if the change of use under the approval does not happen within 4 years starting the day the approval takes effect. Please refer to s.3.5.21 of the *Integrated Planning Act 1997* for further details in this regard, including possible effects on the relevant period resulting from any subsequent related approvals.

Should you have any queries in relation to this matter, please contact Council's Shire Planner, Evan Fritz. To assist in processing further correspondence, please quote Council's file reference located at the top of this letter.

Yours faithfully

SD JOHNSTON
Chief Executive Officer

Enc. Conditions imposed by Isis Shire Council as Assessment Manager
Approved Plans
EPA concurrence agency response
Appeal Rights

cc: Ecoaccess Customer Service Unit
Environmental Protection Agency
PO Box 15155
CITY EAST QLD 4002

Decision Notice – Section 73 of the *Planning Act 2016*

Page 4 of 13

Council Reference: 526.2020.239.1

IDAS DEVELOPMENT APPLICATION/ FILE NO. TP734
DEVELOPMENT PERMIT – MATERIAL CHANGE OF USE

The applicant be advised that Council approves the application for a material change of use of land situated at 151 and 152 Esplanade, Woodgate Beach and described as Lots 1 and 2 on RP59682, Parish of Marathon, and issues a development permit for multiple dwellings, café and shop, subject to the following conditions:-

CONDITIONS IMPOSED BY ISIS SHIRE COUNCIL AS ASSESSMENT MANAGER

PLAN OF DEVELOPMENT

1. The site is to be developed generally in accordance with Drawing No's P2 1/11 to P2 11/11 received at Council 01 November 2018 and staging plan dated 1/11/16.

AMALGAMATION OF LAND

2. The subject lands shall be amalgamated into the one parcel of land or otherwise suitably reconfigured prior to commencement of the use/occupancy of the units.

BUILDING HEIGHT/ BASEMENT

3. The buildings shall be no higher than two (2) storeys and 9.0 m and above natural ground level. The basement shall be designed such that it is not counted as the 'ground storey' under the provisions of Council's Planning Scheme. Namely, the basement must be designed such that the height of the basement ceiling above the level of the adjoining ground is less than the distance from the level of that adjoining ground to the floor (ie. the basement must be more below than above the external ground level).
4. Except for the driveway entry and vents, the basement areas are to be enclosed or suitably screened such that internal basement areas are not exposed or visible from any adjoining property.

ACCESS

5. The site access shall be designed, constructed and maintained in accordance with Council's Standards for Roadworks and Drainage Volume One Traditional Design. The footpath crossing/s shall be a minimum 6.0 metres in width, commercial standard.
6. The car parking and internal driveway areas shall be hard-surfaced and are required to be designed, constructed and maintained to Council's satisfaction. The driveway shall be generally as shown on the approved plan of development and shall widen, where necessary, to facilitate all necessary vehicle manoeuvres on-site (including waste collection and furniture removal vehicles) such that vehicles enter and leave the site in a forward direction.

CAR PARKING

7. Design and construct off-street car parking and vehicle manoeuvring areas with a minimum of 18 parking spaces for stage 1 (including 8 temporary parking spaces) and a total of 31 for stage 2 to the satisfaction of the Assessment Manager. Permanent car parking, access and manoeuvring areas must be generally in accordance with the Approved Plans with the arrangement of temporary parking spaces to be determined at operational works stage to the satisfaction of the Assessment Manager and be:-
 - a. constructed and sealed with bitumen, asphalt, concrete or approved pavers (excluding the 8 temporary parking spaces associated with stage 1 which at a minimum must utilise a gravel surface and must ensure dust does not impact surrounding land uses);
 - b. line-marked into parking bays;
 - c. designed to include a manoeuvring areas to allow all vehicles to leave the site in a forward gear;
 - d. designed to include the provision of fill and/or boundary retaining walls to allow for the containment and management of site stormwater drainage as required;

Decision Notice – Section 73 of the *Planning Act 2016*

Page 5 of 13

Council Reference: 526.2020.239.1

- e. sign posted to indicate entry/exit points, in addition to line marking, to indicate the traffic flow through the site;
- f. drained to the relevant site discharge point; and
- g. designed in accordance with AS/NZS2890.1-2004: 'Parking Facilities Part 1: Off-street Car Parking'.

ROADWORKS

8. The developer shall provide landscaping works along the Esplanade frontage of the site to prevent cars from driving/ parking on the grassed verge along the front of the site. Treatment may include plantings and bollards, with details of the proposed works to be submitted to and approved by Council as part of the landscaping plan and engineering works.
9. To prevent cars from driving/ parking on the grassed verge in close proximity to the site, the developer is required to install bollards along the frontage of nearby properties for a distance of approx. 50 metres to the north and south of the site. Details of these works shall be submitted to and approved by Council as part of the landscaping plan and engineering works.

STORMWATER DRAINAGE

10. All stormwater associated with the development shall be collected and discharged to the Esplanade and Acacia Street to the satisfaction of Council's Director Engineering Services. All run-off associated with a Q10 rain event shall be collected and discharged to groundwater on-site. Overflow from larger rain events may discharge to the adjacent road reserve. Detailed design of the proposed stormwater drainage scheme, including stormwater quality control devices, shall be submitted to and approved by Council's Director Engineering Services prior to the issue of any building approval for the development.
11. The applicant shall provide and maintain permanent stormwater quality control devices on-site for the purpose of trapping gross pollutants (including the collection of rubbish, sediment and oil separation) from the driveways, car parking and hard standing areas prior to discharge from the site, to the satisfaction of Council's Director, Engineering Services. The stormwater quality devices shall remove not less than 90% of free oil and grease. The facilities shall be maintained and operated by the landowner/s or body corporate in accordance with manufacturer's recommendations.

WATER SUPPLY

12. Deleted

SEWERAGE

13. The development shall be connected into Council's sewerage system, to the satisfaction of Council. The building must be connected to Council's sewerage system prior to occupancy of the building. Any reticulated sewer lines and manholes on the property shall be covered by easements in favour of Council. Any additional vacuum interface pit/s and associated works required to service the development shall be at the developer's expense and shall be designed and constructed to the satisfaction of Council's Director Engineering Services.

HEADWORKS

14. DELETED

LANDSCAPING PLAN

15. A landscape plan prepared by a suitably experienced person shall be provided for the site. The required plan shall address the following minimum requirements:
 - (i) landscaping along the frontage of the site to compliment and enhance the existing streetscape and soften building presentation to the Esplanade;
 - (ii) dense landscaping and screen planting along the side property boundaries;
 - (iii) proposed landscaping treatment of the road reserve.

The following details shall be submitted in association with the landscape plan:

- (a) Paving treatments of vehicular and pedestrian areas;

Council Reference: 526.2020.239.1

- (b) External lighting of driveways and common open space areas;
- (c) Fencing height, style and colour;
- (d) 'Entry statement' treatments and name proposed for the development;
- (e) Details of any sign associated with the development.
- (f) Letter boxes;
- (g) Screening/landscaping of refuse container storage areas and clothes drying areas as relevant.
- (h) Establishment detail such as layout, growth media, mulch, plant species, irrigation systems, etc. Species should include those indigenous to Woodgate.

The landscape plan shall be submitted to and approved by Council's Chief Executive Officer prior to issue of a development permit for building works.

16. Landscaping works are to be completed prior to occupation of the premises. A bond of \$10,000 in the form of an irrevocable bank guarantee shall be lodged and held in trust by Council at the time of application for building works.

The developer shall arrange for an inspection of the landscaping by Council staff six (6) months after completion of landscaping. Upon inspection and approval by the Council that the works have been carried out and maintained satisfactorily in accordance with the approved plans, the bond will be released.

17. Landscaped areas adjoining the carparking area shall be protected from vehicular encroachment by wheel stops, kerbing or similar barrier approved by Council.
18. The developer and landowner shall ensure the landscaping is maintained in good order to ensure healthy and vigorous plant growth that satisfies the objectives of the landscaping plan.

FENCING

19. A minimum standard 1.8 m high screen fence (eg timber paling) with reasonable natural life when exposed to weather, water and salt spray, etc. shall be provided and maintained along the side property boundaries in this part of the site (ie. for a distance of approx. 43 m from the front boundary). The fencing may taper to minimum height of 1.2 m within the 6 m setback from the front boundary. The cost of this fencing shall be borne by the developer. Council may allow an alternative standard or height where evidence can be provided demonstrating that the alternative fencing is acceptable to Council and to adjoining owner/s. This condition does not remove the need to comply with relevant pool fencing requirements prescribed under the Building Code of Australia.

Details of all proposed fencing, including materials, form and colour, shall be submitted to Council for approval with the landscaping plan. The required fencing is to be erected prior to commencement of the use.

The applicant shall dismantle any existing fences after liaising with adjoining property owners in relation to the removal of existing fences, and disposal of fence materials.

LIGHTING

20. ***Submit and have approved by the Assessment Manager a Lighting plan. The plan must demonstrate how lighting from the development will avoid and minimise impacts on turtle nesting areas. The plan must include, but not be limited to, the following:***

- a. the location, purpose, footprint, intensity, and spectral composition of each light source*
- b. measures to avoid, mitigate, and manage the impacts of each light source*
- c. procedures to reduce the use of lighting between October to the end of April (turtle nesting season).*
- d. prohibit the use of decorative lighting during turtle nesting season*

When approved, the Lighting plan will form part of the Approved plans for this development.

Note:

When preparing a Lighting plan for development within a sea turtle sensitive area, the following measures to reduce light impacts are recommended:

- a. reduce the amount of lighting to the minimum level necessary for human safety*

Decision Notice – Section 73 of the Planning Act 2016

Page 7 of 13

Council Reference: 526.2020.239.1

- b. reduce light spillage from indoor areas through the appropriate location of lighting, the use of tinting to glass (with a transmittance value of 45% or less), and the installation of exterior fixed shutters**
- c. where lighting is required for safety, lights are fitted with shrouds, are directed downwards onto the ground, and utilise timing controls, and movement sensors**
- d. utilising vegetation to shield nearby foreshore areas from lighting**
- e. direct lighting downward and away from foreshore areas**
- f. utilising with wavelengths less likely to cause nuisance to sea turtles or other fauna (e.g. amber lighting)**

Note:

The Environmental assessment guidelines for protecting marine turtles from light impacts (November 2010), prepared by the Environmental Protection Agency, Western Australia and the draft National Light Pollution Guidelines for wildlife (September 2019), prepared by the Australian Government Department of the Environment and Energy provides more detailed guidelines on how to reduce the impacts of lighting from development on turtles.

ELECTRICITY SUPPLY

21. The developer shall provide an underground supply of electricity to all development on the site. These works shall include the undergrounding of the powerlines along the Esplanade frontage of the site.

AMENITY

22. The subject land shall be maintained in a neat and tidy state at all times with any outdoor storage areas and services (including air conditioning units) appropriately screened from view by screens, fencing and/or landscaping.
23. The use shall not, in the opinion of Council, detrimentally affect the existing or prospective amenity of the locality due to, but not limited to noise, vibration, lighting, traffic generation and/or hours of operation.

Specifically, any pool filtration pumps, air conditioning compressors and other plant or equipment shall be appropriately located, designed and housed to ensure that noise from such plant or equipment does not adversely impact on the amenity of adjoining properties.

WASTES

24. All wastes and rubbish shall be stored, collected and disposed of to the satisfaction of Council's Director, Engineering Services (in liaison with Council's Manager, Environmental Services) with full costs borne by the applicant. No wastes or rubbish shall be burned or buried on-site. The storage area for garbage receptacles shall be screened from public view and direct sunlight, suitably paved and drained and provided with suitable washdown facilities. The internal road/ driveway shall be configured and constructed such that it is capable of allowing bins to be collected on-site, if necessary.

BUILDING APPROVAL

25. Building approval, as required by the Building Act 1975 and the Building Code of Australia, shall be obtained in respect of any building work in relation to this approval (including demolition or removal of existing buildings) before any building work is commenced.

ACID SULFATE SOILS

26. The developer is required to comply with the requirements of State Planning Policy 2/02 'Planning and Managing Development Involving Acid Sulfate Soils'. The developer shall liaise with the Department of Natural Resources and Water and prepare an Acid Sulfate Soil Management Plan where required to suitably address the requirements of the State Planning Policy. The ASS Management Plan shall be submitted to and approved by Council and the Department of Natural Resources and Water prior to any filling/ earthworks on the site.

BUILDING CONSTRUCTION

27. The developer is required to provide full details of proposed construction methods to be implemented during construction works to ensure such works will not adversely impact on the underlying water table/ groundwater.

Council Reference: 526.2020.239.1

ENGINEERING PLANS

28. Any on-site works associated with but not limited to vehicular access, car parking, stormwater drainage, water supply works, sewerage works and any works required in the road reserve, shall not be commenced until plans and specifications have been prepared and certified by a Civil Engineer registered with the Board of Professional Engineers of Queensland and are submitted to and approved by Council. The execution of the works shall be supervised by a Civil Engineer registered with the Board of Professional Engineers of Queensland. Engineering fees for checking, overseeing and/or supervision of any such works shall be payable to Council by the Applicant in accordance with charges adopted at the Council's Annual Budget Meeting. The fee shall be paid prior to the approved used being commenced on the subject land and or the endorsing of the survey plans by Council.

SITE DEVELOPMENT

29. The Developer or any of his agents, contractors or servants shall not commence construction work on the site on any day before 6.30 a.m., nor continue any such work after 6.00 p.m., nor shall they undertake any construction work on a Sunday without the prior approval of Council. Adequate precautions, to the satisfaction of the Council shall be taken to ensure dust does not cause annoyance to adjacent and nearby dwellings during construction work on the site. This may mean cessation of work during periods of adverse climatic conditions, if directed by Council.

SERVICES AND REINSTATEMENT

30. The applicant shall meet the cost of all alterations to public utilities, mains and services made necessary in connection with any of the works arising from this approval and shall restore and reinstate all roads to the satisfaction of the Council when such works have been carried out.

CONDITIONAL COMPLIANCE

31. All conditions contained in this permit shall be complied with before occupancy of the building for the approved purpose or the commencement of the use of the land.
32. The applicant shall be responsible for ensuring that all persons charged with the administration of the permitted use are at all times aware of the conditions of this approval.

DATE DEVELOPMENT MUST BE COMPLETED BY (LAPSING DATE)

33. *In accordance with section 85 of the Planning Act 2016, this development approval will lapse on 3 November 2022 if the development is not completed.*

ADVICE

INFRASTRUCTURE CHARGES NOTICE

- A. *Infrastructure charges notice (331.2012.452.1) applicable to the development is attached to this Development approval.*

WATER

- B. Council permits only one water service for each property. This means only one connection to the water main although there may be a potable and fire service feeding from that connection.

REASONS FOR APPROVAL

The grounds for this decision are that:

- (i) The proposal is considered to generally satisfy the provisions of the Council's Transitional Planning Scheme, Strategic Plan and Woodgate Development Control Plan.
- (ii) The development is considered to be consistent with the intended character and built form of Woodgate as provided for under the Council's Transitional Planning Scheme.

CONDITIONS IMPOSED BY THE ENVIRONMENTAL PROTECTION AGENCY AS A CONCURRENCE AGENCY

The Environmental Protection Agency has advised by concurrence agency response dated 28 May 2007 (EPA Ref BNE20870 Project Ref 212528, Approval No IPCC00470106B11) conditions to be attached to Council's development permit, and this letter forms part of this development permit.

Decision Notice – Section 73 of the Planning Act 2016

Page 9 of 13

Council Reference: 526.2020.239.1

SCHEDULE 2 – PA EXTRACT ON APPEAL RIGHTS

CHAPTER 6, PART 1 APPEAL RIGHTS

229 Appeals to tribunal or P&E Court

- (1) Schedule 1 states—
 - (a) matters that may be appealed to—
 - (i) either a tribunal or the P&E Court; or
 - (ii) only a tribunal; or
 - (iii) only the P&E Court; and
 - (b) the person—
 - (i) who may appeal a matter (the appellant); and
 - (ii) who is a respondent in an appeal of the matter; and
 - (iii) who is a co-respondent in an appeal of the matter; and
 - (iv) who may elect to be a co-respondent in an appeal of the matter.
- (2) An appellant may start an appeal within the appeal period.
- (3) The **appeal period** is—
 - (a) for an appeal by a building advisory agency—10 business days after a decision notice for the decision is given to the agency; or
 - (b) for an appeal against a deemed refusal—at any time after the deemed refusal happens; or
 - (c) for an appeal against a decision of the Minister, under chapter 7, part 4, to register premises or to renew the registration of premises—20 business days after a notice is published under section 269(3)(a) or (4); or
 - (d) for an appeal against an infrastructure charges notice—20 business days after the infrastructure charges notice is given to the person; or
 - (e) for an appeal about a deemed approval of a development application for which a decision notice has not been given—30 business days after the applicant gives the deemed approval notice to the assessment manager; or
 - (f) for any other appeal—20 business days after a notice of the decision for the matter, including an enforcement notice, is given to the person.

Note — See the P&E Court Act for the court's power to extend the appeal period.
- (4) Each respondent and co-respondent for an appeal may be heard in the appeal.
- (5) If an appeal is only about a referral agency's response, the assessment manager may apply to the tribunal or P&E Court to withdraw from the appeal.
- (6) To remove any doubt, it is declared that an appeal against an infrastructure charges notice must not be about—
 - (a) the adopted charge itself; or
 - (b) for a decision about an offset or refund—
 - (i) the establishment cost of trunk infrastructure identified in a LGIP; or
 - (ii) the cost of infrastructure decided using the method included in the local government's charges resolution.

230 Notice of appeal

- (1) An appellant starts an appeal by lodging, with the registrar of the tribunal or P&E Court, a notice of appeal that—
 - (a) is in the approved form; and
 - (b) succinctly states the grounds of the appeal.
- (2) The notice of appeal must be accompanied by the required fee.
- (3) The appellant or, for an appeal to a tribunal, the registrar must, within the service period, give a copy of the notice of appeal to—

Decision Notice – Section 73 of the *Planning Act 2016*

Page 10 of 13

Council Reference: 526.2020.239.1

- (a) the respondent for the appeal; and
 - (b) each co-respondent for the appeal; and
 - (c) for an appeal about a development application under schedule 1, table 1, item 1—each principal submitter for the development application; and
 - (d) for an appeal about a change application under schedule 1, table 1, item 2—each principal submitter for the change application; and
 - (e) each person who may elect to become a co-respondent for the appeal, other than an eligible submitter who is not a principal submitter in an appeal under paragraph (c) or (d); and
 - (f) for an appeal to the P&E Court—the chief executive; and
 - (g) for an appeal to a tribunal under another Act—any other person who the registrar considers appropriate.
- (4) The **service period** is—
- (a) if a submitter or advice agency started the appeal in the P&E Court—2 business days after the appeal is started; or
 - (b) otherwise—10 business days after the appeal is started.
- (5) A notice of appeal given to a person who may elect to be a co-respondent must state the effect of subsection (6).
- (6) A person elects to be a co-respondent by filing a notice of election, in the approved form, within 10 business days after the notice of appeal is given to the person.

SCHEDULE 1 APPEALS

1 Appeal rights and parties to appeals

- (1) Table 1 states the matters that may be appealed to—
- (a) the P&E court; or
 - (b) a tribunal.
- (2) However, table 1 applies to a tribunal only if the matter involves—
- (a) the refusal, or deemed refusal of a development application, for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (b) a provision of a development approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (c) if a development permit was applied for—the decision to give a preliminary approval for—
 - (i) a material change of use for a classified building; or
 - (ii) operational work associated with building work, a retaining wall, or a tennis court; or
 - (d) a development condition if—
 - (i) the development approval is only for a material change of use that involves the use of a building classified under the Building Code as a class 2 building; and
 - (ii) the building is, or is proposed to be, not more than 3 storeys; and
 - (iii) the proposed development is for not more than 60 sole-occupancy units; or
 - (e) a decision for, or a deemed refusal of, an extension application for a development approval that is only for a material change of use of a classified building; or
 - (f) a decision for, or a deemed refusal of, a change application for a development approval that is only for a material change of use of a classified building; or
 - (g) a matter under this Act, to the extent the matter relates to—
 - (i) the Building Act, other than a matter under that Act that may or must be decided by the Queensland Building and Construction Commission; or
 - (ii) the Plumbing and Drainage Act, part 4 or 5; or

Decision Notice – Section 73 of the *Planning Act 2016*

Page 11 of 13

Council Reference: 526.2020.239.1

- (h) a decision to give an enforcement notice in relation to a matter under paragraphs (a) to (g); or
 - (i) a decision to give an infrastructure charges notice; or
 - (j) the refusal, or deemed refusal, of a conversion application; or
 - (k) a matter that, under another Act, may be appealed to the tribunal; or
 - (l) a matter prescribed by regulation.
- (3) Also, table 1 does not apply to a tribunal if the matter involves—
- (a) for a matter in subsection (2)(a) to (d)—
 - (i) a development approval for which the development application required impact assessment; and
 - (ii) a development approval in relation to which the assessment manager received a properly made submission for the development application; or
 - (b) a provision of a development approval about the identification or inclusion, under a variation approval, of a matter for the development.
- (4) Table 2 states the matters that may be appealed only to the P&E Court.
- (5) Table 3 states the matters that may be appealed only to the tribunal.
- (6) In each table—
- (a) column 1 states the appellant in the appeal; and
 - (b) column 2 states the respondent in the appeal; and
 - (c) column 3 states the co-respondent (if any) in the appeal; and
 - (d) column 4 states the co-respondents by election (if any) in the appeal.
- (7) If the chief executive receives a notice of appeal under section 230(3)(f), the chief executive may elect to be a co-respondent in the appeal.

Extract of Schedule 1 of the Planning Act 2016

Table 1			
Appeals to the P&E Court and, for certain matters, to a tribunal			
2. Change applications An appeal may be made against— <ul style="list-style-type: none"> (a) a responsible entity's decision for a change application, other than a decision made by the P&E court; or (b) a deemed refusal of a change application. 			
Column 1 Appellant	Column 2 Respondent	Column 3 Co-respondent (if any)	Column 4 Co-respondent by election (if any)
1 The applicant 2 If the responsible entity is the assessment manager—an affected entity that gave a pre-request notice or response notice	The responsible entity	If an affected entity starts the appeal—the applicant	1 A concurrence agency for the development Application 2 If a chosen assessment manager is the respondent—the prescribed assessment manager 3 A private certifier for the development application 4 Any eligible advice agency for the change application 5 Any eligible submitter for the change application

Note:

Attached is a Rights of Appeal Waiver form (Schedule 3). Please complete and return this form if you are satisfied with the approval and agree to the conditions contained therein and you wish to waive the 20 day appeal period available under the *Planning Act 2016*.

Council Reference: 526.2020.239.1

SCHEDULE 3 – RIGHT OF APPEAL WAIVER



Mail To: Bundaberg Regional Council
Email Address: development@bundaberg.qld.gov.au
Attention: Development Assessment

RE:

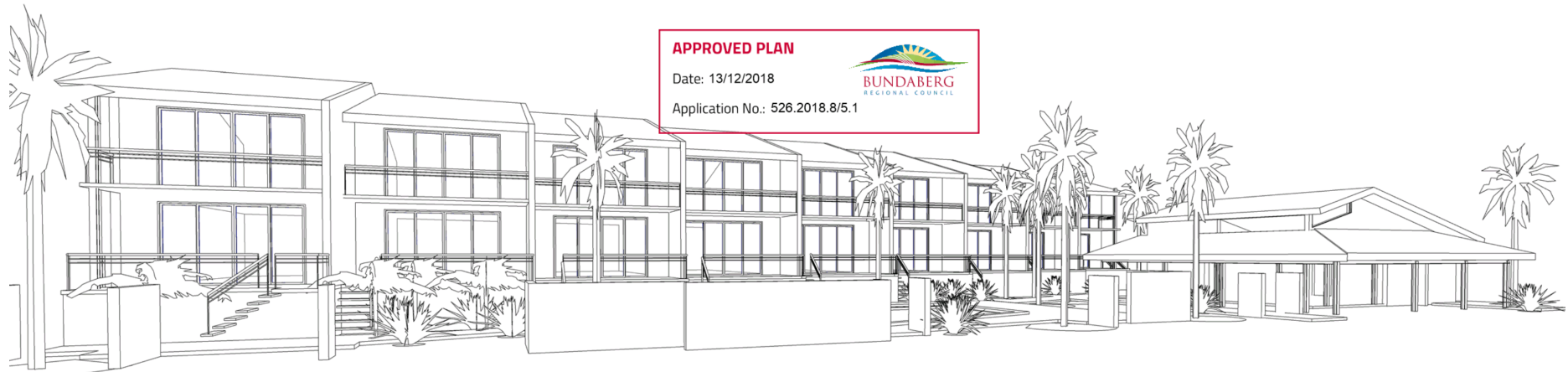
Council reference: 526.2020.239.1
Property Address: 152 Esplanade WOODGATE; land described as Lot 801 on SP 198959

This advice is to confirm that I/We have received the above approval and agree to the conditions contained therein. I/We hereby waiver My/Our appeal rights available under the *Planning Act 2016*.

Applicants Name: _____
Signature: _____
Date : _____



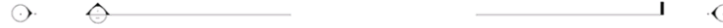




APPROVED PLAN
Date: 13/12/2018
Application No.: 526.2018.8/5.1

BUNDABERG
REGIONAL COUNCIL

w VILLAS WOODGATE P2 3/11 3D SKETCH



APPROVED PLAN

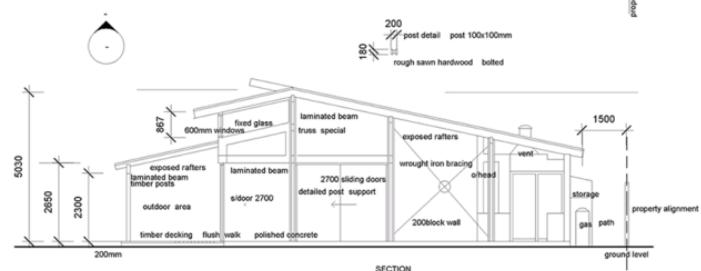
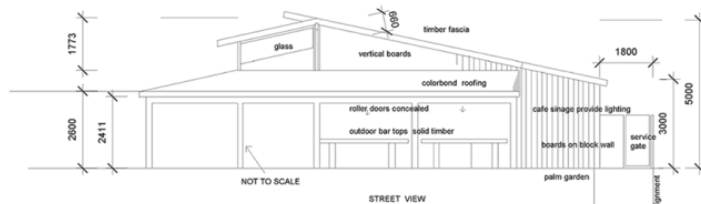
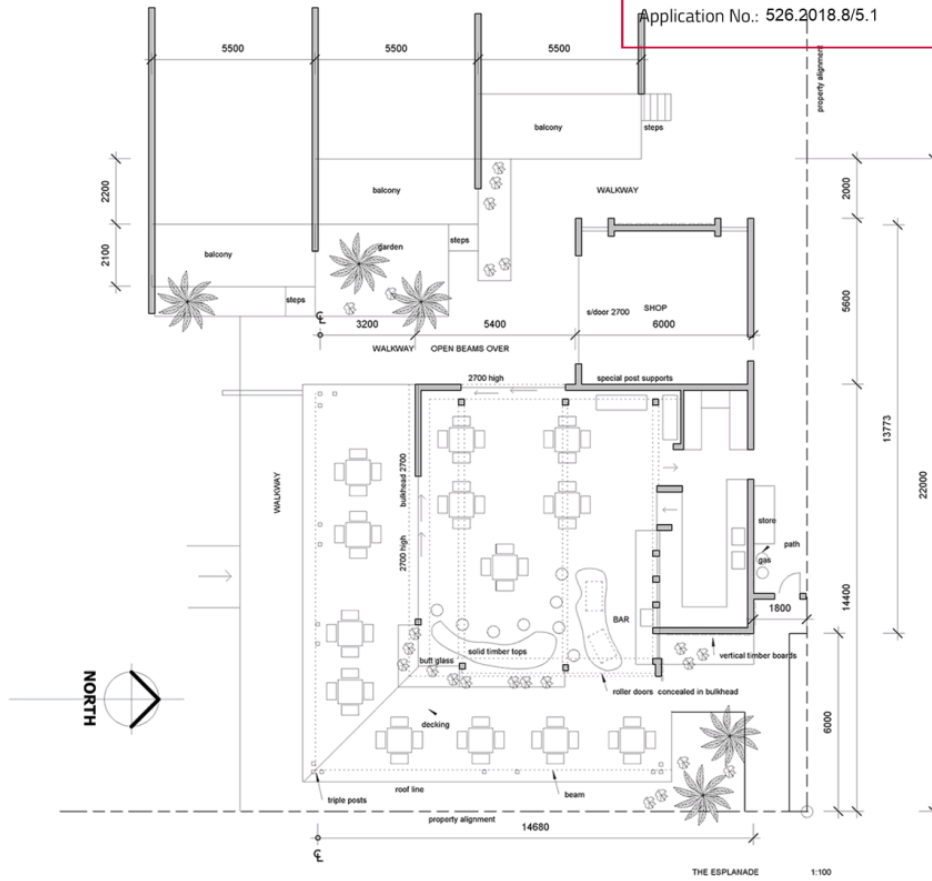
Date: 13/12/2018

Application No.: 526.2018.8/5.1



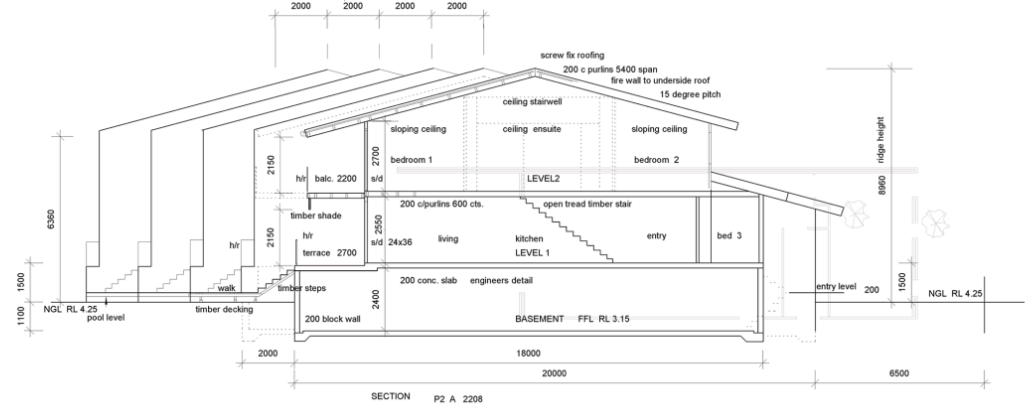
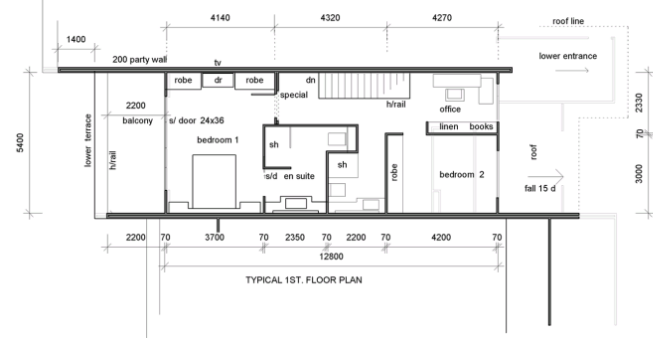
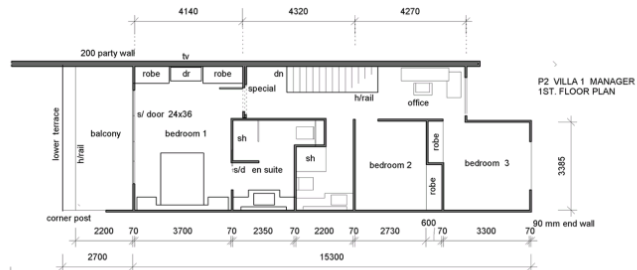
VILLAS WOODGATE P2 EAST ELEVATION P2 4/11

APPROVED PLAN
 Date: 13/12/2018
 Application No.: 526.2018.8/5.1

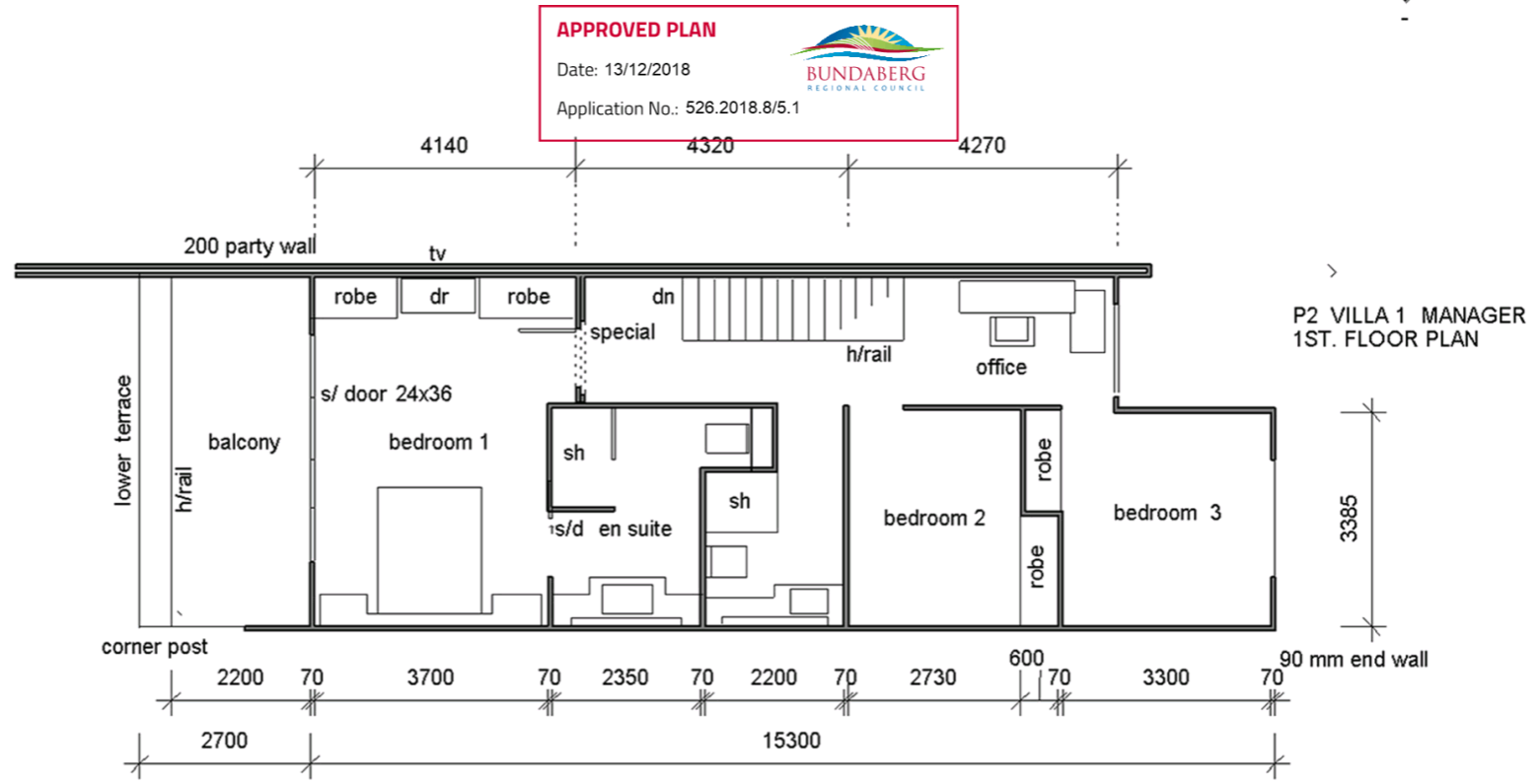



VILLAS WOODROFFE P2 6.111 cafe floor plan/ section

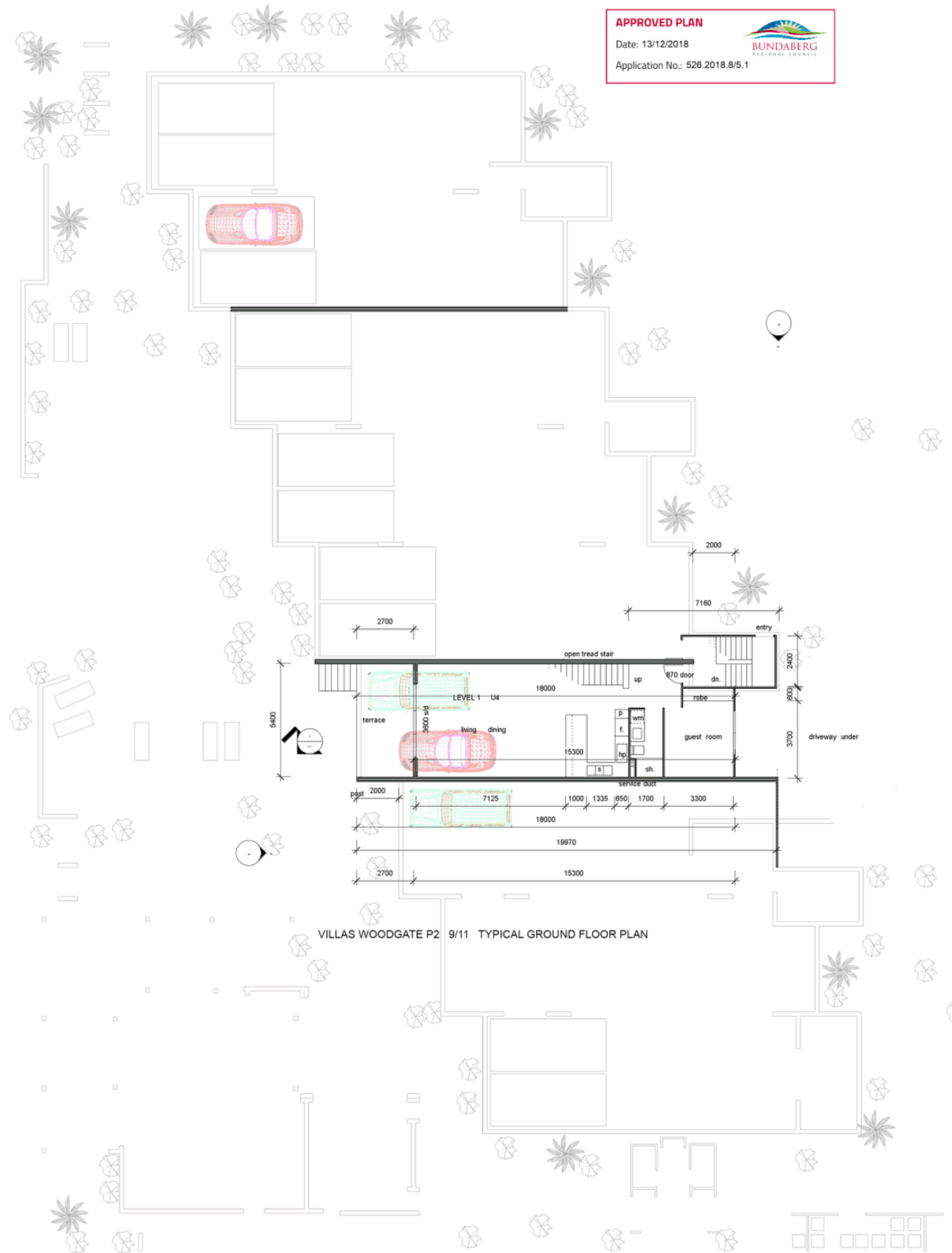
APPROVED PLAN
 Date: 13/12/2018
 Application No.: 526.2018.8/5.1

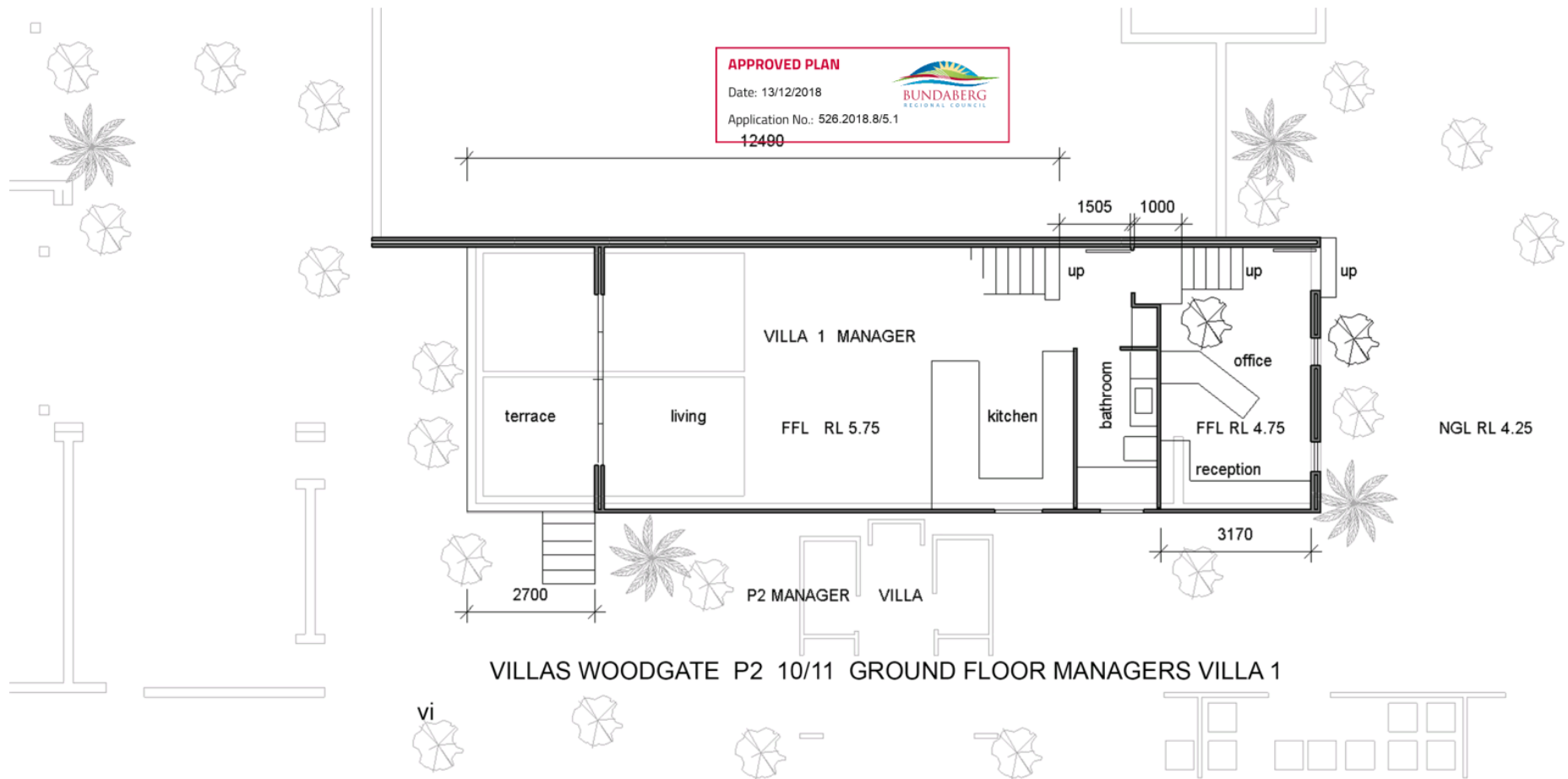


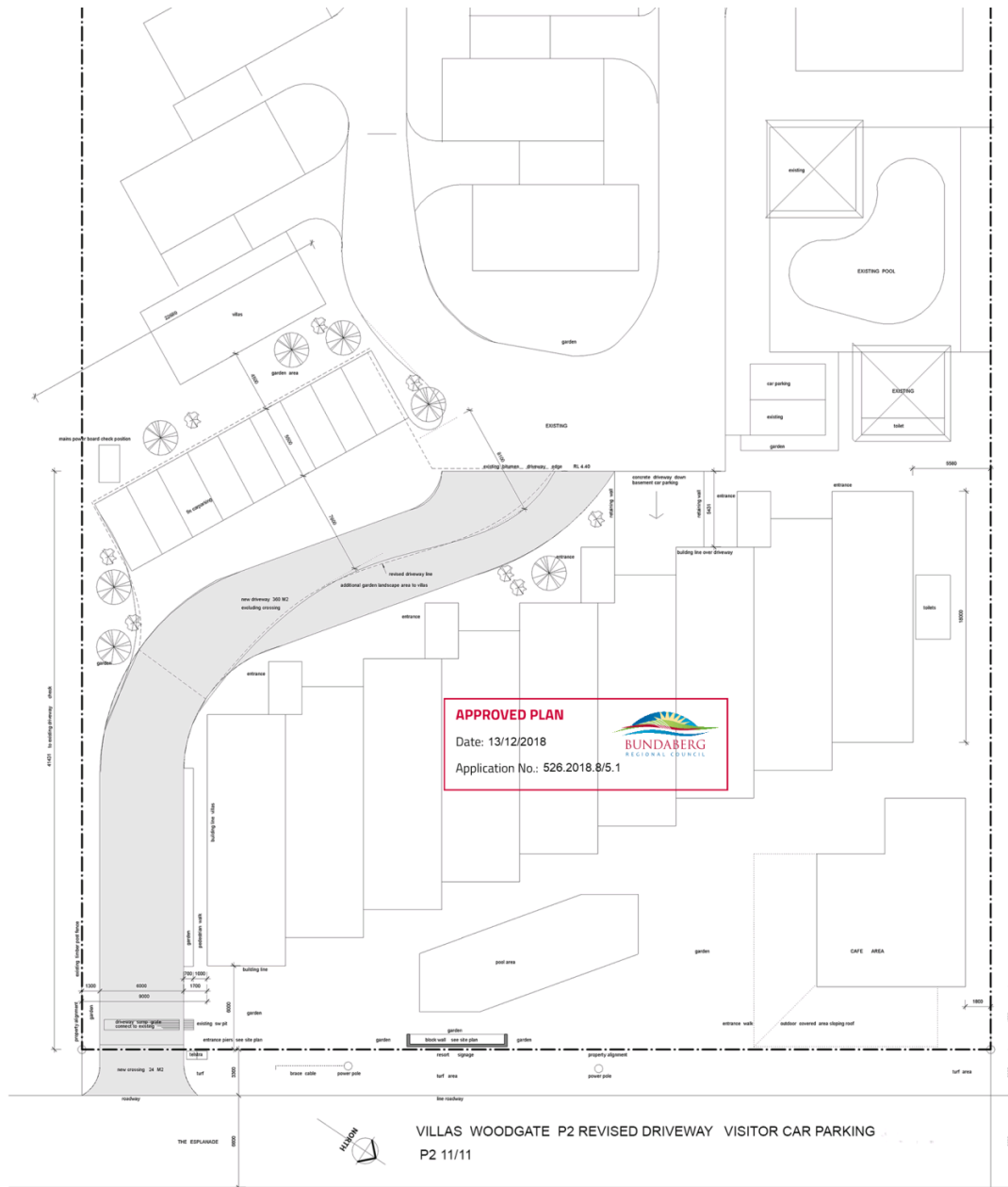
VILLAS WOODGATE P2 7/11 TYPICAL FLOOR PLAN / SECTION



VILLAS WOODGATE P2 8/11 VILLA 1 MANAGER 1ST. FLOOR







**Item****28 June 2022**

Item Number:	File Number:	Part:
K5	344.2021.33.1	PLANNING

Portfolio:

Planning & Development Services

Subject:

DA522.2021.261.1 - Request for Approval for Building Bundaberg Region 2020 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 retrospectively approve an application for the Building Bundaberg Region 2020 incentives scheme.

The request relates to DA522.2021.261.1, being a development permit for a Dual Occupancy at 11 Cullen Street, Walkervale. The development application was originally refused under delegated authority on 30 July 2021. The applicant appealed Council's decision to the Development Tribunal. On 19 April 2022 the Tribunal set aside Council's decision and approved the application subject to conditions.

The owners of 11 Cullen Street applied for the Building Bundaberg Region 2020 incentives on 15 June 2021, however given the refusal of the application the matter was never decided. The application was made under the "Other Eligible Development" category, which provided a discount of 50% off the levied infrastructure charge if the development was completed within 12 months of approval of the incentives.

Following the determination of the Tribunal to approve the development, the owners have requested that their application be considered and that they be given an appropriate length of time to complete the development. A copy of the owner's request is attached.

Associated Person/Organization:

T Tran and T Loveday – owners.

Consultation:

No consultation has been undertaken regarding this matter.

Chief Legal Officer's Comments:

Sections 123(1)(a) and 150 of the *Planning Act 2016* allows the recipient of a Charges Notice and a local government to enter into an infrastructure agreement to allow a charge to be paid other than as required under the Charges Notice.

If Council agrees to apply the incentives to this development, the discounts and performance of the developer will be required to be secured by an infrastructure agreement. A template has been developed for use by Council and developers. Once the Infrastructure Agreement is executed it will be binding on the parties to the agreement, including successors in title to the subject land.

Policy Implications:

The Building Bundaberg Region 2020 incentives scheme closed for new applications on 30 June 2021. Accordingly, it was originally envisaged that the last of the incentivised developments would be finalized in the second half of 2022 barring any extensions as allowed for under each IA.

Although the incentives program has been closed for some time, it is open to Council to provide the discounts that were available at that time. In support of the request to grant the incentives:

- The application for the incentives was lodged within the time required (before 30 June 2021);
- The development would have met the eligibility criteria for the incentives applicable under the "Other Eligible Development" category;
- But for Council's refusal of the application, the owner would have been able to take advantage of the incentives; and
- A refusal to apply the incentives may raise questions about whether the owners have been denied benefits of Council's policy provided to others.

Taking into account the individual circumstances of this request, it is considered that it is appropriate to approve the incentives application for the development at 11 Cullen St, Walkervale and to provide the standard 12 months from the date of approval to complete the development as per the standard terms and conditions that were applicable under the Building Bundaberg Region 2020 incentives scheme.

Financial and Resource Implications:

If approved, the following discounts would be available for the development:

Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
\$22,097.83	50%	\$11,048.91

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:

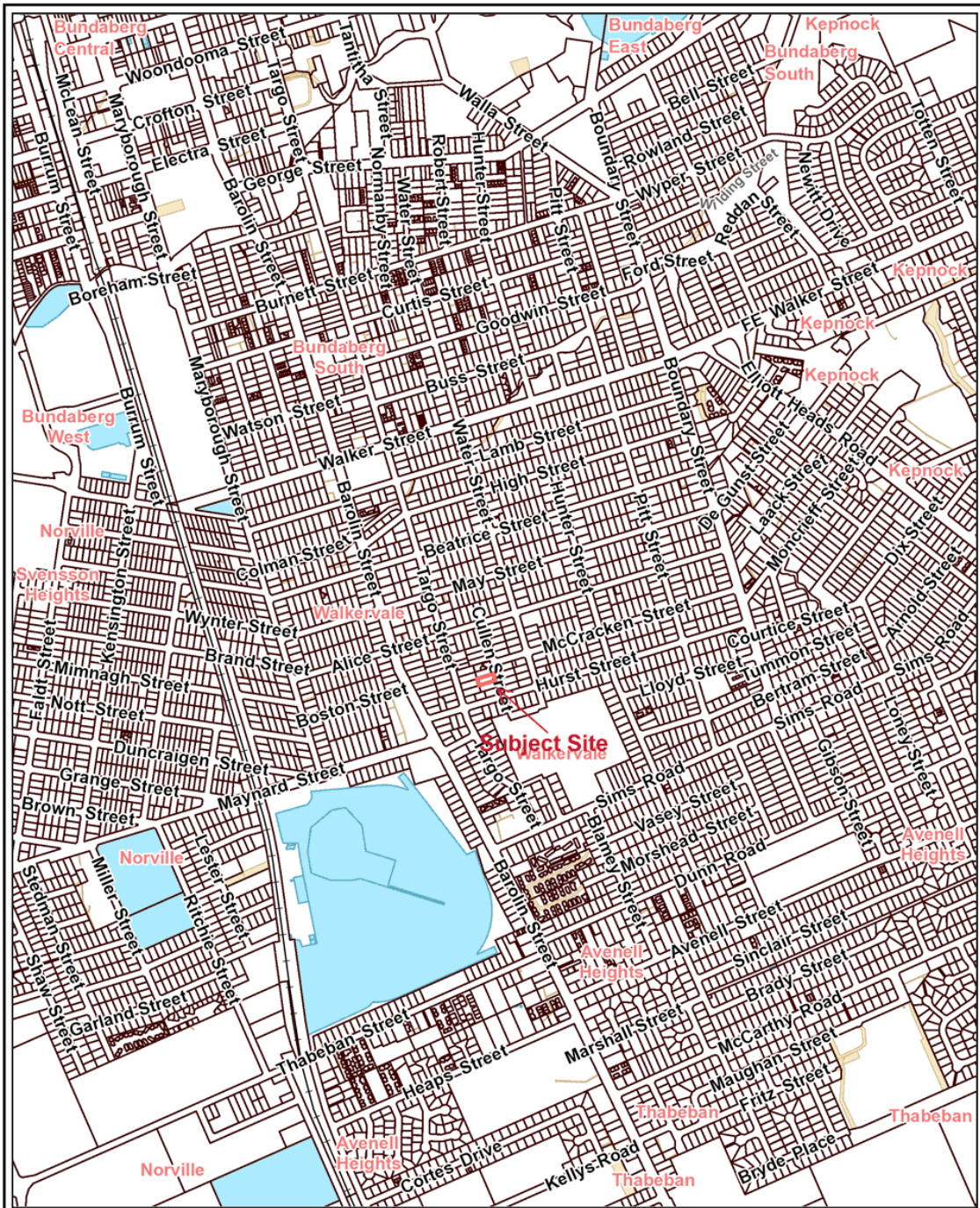
There appears to be no ILUA implications.


Attachments:

- ↓1 Locality Plan
- ↓2 Site Plan
- ↓3 Owners Request
- ↓4 Development Approval


Recommendation:

That the Chief Executive Officer or their nominated delegate be authorised to enter into a Building Bundaberg Region 2020 infrastructure agreement for DA522.2021.261.1 with a Completion Date of 30 June 2023.





BUNDEBERG
REGIONAL COUNCIL



LOCALITY PLAN
11 Cullen Street, Walkervale

Projection: WGS_1984_Web_Mercator_Auxiliary_Spheroid Date: 1/6/2022 2:28 PM Scale 1 : 16,000.00 on A4 Sheet

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120.00 0 160.00 320.00 METERS

Author: -Author-

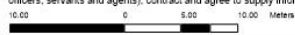


SITE PLAN
11 Cullen Street, Walkervale

Projection: WGS_1984_Web_Mercator_Auxiliary_Spheroid Date: 1/6/2022 2:26 PM Scale 1 : 500.00 on A4 Sheet

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Author: -Author-

From: [Thanh Tran](#)
To: [BRC CEO Incoming](#)
Subject: Infrastructure Discount Cut off Date
Date: Friday, 13 May 2022 3:38:36 PM
Attachments: [APPROVAL_19.04.2022_Development_Tribunals - Appeal no. 21-049 for 11 Cullen Street, Walkervale QLD 4670 -Final Decision - Signed.pdf](#)
[Planning Report GC21-218-T01A.pdf](#)
[261 - Signed Confirmation Notice - T Tran - 11 Cullen St Walkervale - 23062021.pdf](#)
[11 Cullen_2020_Incentive_Application_Form.pdf](#)

Good Afternoon

Please see attached Information Regarding our Approval Granted for a Dual Occupancy at 11 Cullen Street.

We initially lodged the application with council on the 17th June 2021 to take advantage of the council 50% infrastructure discount. To be eligible we must have Substantial work completed by 30th June 2022. As you can see by our decision notice our approval was only formally granted on 19th April 2022 after going through a tribunal. 10 months after our initial application. With the building industry as it is in Bundaberg at the moment, some builders have 12 months wait before they can even start.

Now that we have an approval we are pursuing builders and will endeavor to find one with a quick start date. We would like to know if council can be flexible with the cut of date considering the current climate.

With increased building costs and if we were to lose the opportunity to receive the infrastructure discount we will likely not go ahead with the construction.

Can you advise if we can still be eligible to receive the 50% discount if our construction doesn't commence until later in the year.

Thankyou for taking the time to read this email.

Kind Regards

Thanh Tran and Tabitha Loveday



Development Tribunal – Decision Notice

Planning Act 2016, section 255

Appeal Number:	21-049
Appellant:	Thanh Tran
Respondent: (Assessment Manager)	Bundaberg Regional Council
Site Address:	11 Cullen Street, Walkervale and described as Lot 11 on RP59334 – the subject site

Appeal

This is an appeal under section 229, section 1 of Schedule 1 and item 1 of Table 1 of the *Planning Act 2016 (PA)* against the Bundaberg Regional Council's (**Respondent**) decision to refuse a development application for a development permit for a material change of use for dual occupancy on the subject site (**Dual Occupancy Application**), given by a Decision Notice dated 30 July 2021 (**Refusal**).

Date and time of hearing:	11.30am on Monday 13 December 2021
Place of hearing:	The Subject Site
Tribunal:	Samantha Hall – Chair Victoria Jones – Member Andrew Magoffin - Member
Present:	Appellant Thanh Tran – Appellant Tabitha Loveday Shane Booth – Insite SJC Respondent Richard Jenner – Manager Development Assessment Sarah Watts – Principal Planner

Decision:

The Development Tribunal (**Tribunal**), in accordance with section 254(2)(c) of the PA **sets aside** the decision of the Respondent to refuse the Dual Occupancy Application, and orders that the Dual Occupancy Application is approved subject to the conditions set out in **Attachment 2**.

Background

1. The subject site is described as 11 Cullen Street, Walkervale (Lot 11 on RP59334). Walkervale is a southern suburb of Bundaberg typified by low density residential development, built around a grid-like street pattern.
2. The Site is approximately 1,012m² in area, relatively flat and currently hosts a dwelling house near its street frontage. Walkervale State School is less than 150 metres south of the subject site.
3. The subject site is located within the Low density residential zone of the *Bundaberg Regional Council Planning scheme 2015 (Planning Scheme)*.
4. On or around 17 June 2021, the Appellant lodged the Dual Occupancy Application with the Respondent. The Respondent accepted the Dual Occupancy Application as being properly made that same day.
5. The Dual Occupancy Application was subject to code assessment due to its non-compliance with AO5.1 of the Dual Occupancy Code (**AO5.1**)¹, given a dual occupancy development already existed at 7 Cullen Street, meaning 9 Cullen Street, which was located between 7 Cullen Street and 11 Cullen Street, would be adjoined by more than one dual occupancy development, fronting that same street, if the proposed development was approved.
6. The Appellant's town planning representative, Mr Shane Booth, Principal Planner of Insite SJC, by letter dated 17 August 2021 written for the purposes of this appeal, identifies (in paragraph 2) the following:
 - (a) Further representations regarding the Dual Occupancy Application and compliance with AO5.1 were provided to the Respondent by way of email dated 22 June 2021;
 - (b) A copy of a development approval for a similar development application for a dual occupancy development at 14 Griffith Street, Bundaberg South (described as Lot 24 on RP13463) was provided to the Respondent by way of email dated 22 June 2021.
7. On 30 July 2021, the Respondent refused the Dual Occupancy Application and gave the following reasons for the Refusal:
 - "1. *The proposed development does not comply with provisions of the Bundaberg Regional Council Planning Scheme 2015, namely:*
 - (a) *The proposed Dual Occupancy does not comply with the purpose of the Dual Occupancy Code because:*
 - (i) *It does not maintain the amenity and enjoyment of neighbouring premises because:*
 - A. *It does not achieve dispersal of dual occupancies within the low density residential neighbourhoods;*
 - B. *It results in unacceptable impacts to the amenity of neighbouring properties in terms of privacy, residential character and traffic;*

¹ See section 9.2.5.3 (Specific Benchmarks for Assessment) of the Dual Occupancy Code of the Planning Scheme.

- (b) *The proposed Dual Occupancy does not comply with Overall Outcomes (2)(b) – (d) of the Dual Occupancy Code because:*
 - (i) *It is not sited and designed to protect the amenity and privacy of adjoining residential premises;*
 - (ii) *It does not achieve a dispersal of dual occupancies with the low density residential neighbourhoods; and*
 - (iii) *It results in a progressive increase in residential densities in a way that is not planned and not consistent with infrastructure assumptions.*
 - (c) *The proposed Dual Occupancy does not comply with Performance Outcome PO5 of the Dual Occupancy Code as:*
 - (i) *The failure to achieve dispersal of dual occupancies in the low density residential neighbourhood results in:*
 - A. *An unacceptable change to the character of the low density residential neighbourhood; and*
 - B. *The failure to protect the amenity of the low density residential neighbourhood in terms of privacy, residential character and traffic.*
2. *The discretion under Section 60(2)(b) of the Planning Act 2016 cannot be exercised in favour of approval because the proposed development does not comply with the provisions of the Bundaberg Regional Council Planning Scheme 2015 as identified in paragraph 1 above and such non-compliance warrants refusal because:*
- (a) *The proposed development is inconsistent with reasonable community expectations as informed by the Bundaberg Regional Council Planning Scheme 2015 (in terms of privacy, residential character, amenity and traffic) and the expectations of those persons living and investing in the locality in which the proposed [sic]*
 - (b) *The proposed development results in the progressive increase in residential densities in a way that is not planned or contemplated under the Bundaberg Regional Council Planning Scheme 2015, with such dispersal intend (sic) to assist with:*
 - (i) *protecting the amenity of residential neighbourhoods (in terms of privacy, residential character and traffic);*
 - (ii) *protecting the residential character of residential neighbourhoods; and*
 - (iii) *ensuring that residential densities are consistent with infrastructure assumptions and planned or existing community facilities."*
8. On or about 18 August 2021, the Appellant filed the Form 10 – Appeal Notice with the Registry of the Building Tribunals.
9. The grounds of appeal identified that the Appellant was appealing against the Refusal and the grounds for the appeal can be summarised as follows:
- (a) The Appellant acknowledged that the Dual Occupancy Application did not comply with the acceptable outcome – AO5.1(a) and (b);

- (b) AO5.1(a) and (b) was an "acceptable outcome" and one way of achieving the performance outcome;
 - (c) The Dual Occupancy Application complied with PO5 of the Dual Occupancy Code (**PO5**) or could be conditioned to comply with PO5 because the dual occupancy would be located, designed and constructed to:
 - (i) be dispersed across predominantly low density residential neighbourhoods because it was within the Low density residential zone and there were less than four (4) dual occupancy developments within a 1 kilometre radius of the subject site;
 - (ii) provide an attractive address to the street frontage because there would be no change to the amenity or character of Cullen Street as the dwelling at the front of the subject site which fronts the street would remain and the proposed second dwelling would be at the rear of the subject site;
 - (iii) make a positive contribution to the preferred streetscape character of the locality because again, the streetscape would remain unchanged as the existing dwelling fronting Cullen Street would remain;
 - (iv) minimise opportunities for residents to overlook the private open space of neighbouring properties because the proposed dwelling would be single storey and the location of it and the siting of the adjoining dwellings was such that no overlooking would occur. In addition the neighbouring properties would be separated by a 1.8m high fully screened fence;
 - (v) provide opportunities for casual surveillance of public and communal spaces because it had windows that faced the public and communal spaces within the site;
 - (d) The Respondent gave a development approval for a similar dual occupancy development application on 24 February 2021, located at 14 Griffith Street, Bundaberg South (described as Lot 24 on RP13463) (**Griffith St Approval**), in which a dual occupancy development was approved that would result in a dwelling house located in the Low density residential zone to be adjoined by more than one dual occupancy development fronting the same street.
10. A site inspection and the hearing of the appeal was held at the subject site by the Tribunal on 13 December 2021.
11. At the hearing the Respondent undertook to provide additional information to the Tribunal's Registry.
12. By email dated 14 December 2021, the Tribunal's Registrar made a direction to the Respondent, pursuant to section 250 of the PA (**Directions**) to provide the following documents to the Registry on or before 4pm on Friday 17 December 2021:
- (a) *"An informal submission made by a neighbour in respect of the proposed development sent to the Council by email;*
 - (b) *The Council officer's report which assessed the development application made to the Council;*
 - (c) *A copy of the plan tabled at the hearing which identified the existing dual occupancies in the area; and*
 - (d) *A copy of the plan tabled at the hearing which identified the dual occupancy at 14 Griffith Street, Bundaberg South."*

13. By email dated 15 December 2021, from Ms Sarah Watts of the Respondent to the Tribunal's Registrar, the Respondent provided the documents as required by the Directions.
14. By email dated 22 February 2022, the Tribunal's Registrar conveyed the following to the parties:
 1. *The Development Tribunal has considered the submissions made by the parties and the evidence provided at the hearing and has reached an initial decision in respect of the appeal;*
 2. *The Development Tribunal intends to approve the proposed development and replace the Council's refusal of the development application with an approval;*
 3. *The Development Tribunal requests the Council to submit the following for the Tribunal's consideration on or before 4pm on Friday 4 March 2022, namely - any conditions the Council would like the Development Tribunal to impose upon the approval;*
 4. *Any conditions provided by the Council are of course to comply with sections 65 and 66 of the Planning Act 2016; and*
 5. *The Development Tribunal will consider any conditions provided by the Council and will proceed to finalise and issue its Decision Notice in respect of the appeal.*
15. By email dated 4 March 2022, from Mr Richard Jenner of the Respondent to the Tribunal's Registrar, the Respondent provided draft development conditions.
16. By email dated 23 March 2022, from Mr Zack McKay on behalf of the Appellant to the Tribunal's Registrar, the Appellant provided its response to the draft development conditions.
17. By email dated 24 March 2022, from MR Richard Jenner of the Respondent to the Tribunal's Registrar, the Respondent provided a further response.

Jurisdiction

18. Schedule 1 of the PA states the matters that may be appealed to the Tribunal.²
19. Section 1(1) of Schedule 1 of the PA provides that Table 1 states the matters that may be appealed to a tribunal. However, pursuant to section 1(2) of Schedule 1 of the PA, Table 1 only applies to a tribunal if the matter involves one of a list of matters set out in sub-section (2).
20. Section 1(2)(a)(i) of Schedule 1 of the PA, relevantly refers to "the refusal, or deemed refusal of a development application for ... a material change of use for a classified building".
21. The PA defines a "classified building" as including a "class 1 building". By reference to Australia's national building classifications, the proposed development encompasses two class 1 buildings (an existing one and a proposed one).
22. So, Table 1 of Schedule 1 of the PA applies to the Tribunal.
23. Under item 1 of table 1 of Schedule 1 of the PA, an appeal may be made against "the refusal of all or part of the development application". The appeal is to be made by the applicant, who in this case was the Appellant and the respondent to the appeal is the assessment manager, who in this case was the Respondent.

² Section 229(1)(a) of the PA.

24. In circumstances where the Decision Notice was dated 30 July 2021 and was received on the same day³, this appeal was to be filed on or before 27 August 2021.⁴ This was satisfied, with the appeal being filed on 18 August 2021⁵.
25. Accordingly, the Tribunal is satisfied that it has the jurisdiction to hear this appeal.

Decision framework

26. The Decision Notice was issued by the Respondent on 30 July 2021. At that time, the PA was in force.
27. The Appellant filed a Form 10 – Notice of Appeal / Application for Declaration on or about 18 August 2021.
28. The appeal is a PA appeal, commenced after 3 July 2017 under section 229 of the PA. As such, the appeal is to be heard and determined under the PA.
29. This is an appeal by the Appellant, the recipient of the Decision Notice and accordingly, the Appellant must establish that the appeal should be upheld.⁶
30. The Tribunal is required to hear and decide the appeal by way of a reconsideration of the evidence that was before the Respondent which decided to give the Decision Notice the subject of this appeal.⁷
31. The Chairperson of a tribunal must decide how tribunal proceedings are to be conducted⁸ and the tribunal must give notice of the time and place of the hearing to all parties⁹.
32. The Tribunal may (but need not) consider other evidence presented by a party with leave of the Tribunal¹⁰.
33. The PA provides the Tribunal with broad powers to inform itself in the way it considers appropriate when conducting a tribunal proceeding and may seek the views of any person¹¹.
34. The Tribunal may consider other information that the Registrar asks a person to give to the Tribunal.¹²
35. Prior to the conclusion of the hearing of the appeal, the Tribunal requested that additional information be provided by the Respondent. This request was formalised in the Directions. The Respondent provided the information sought by the Directions.
36. The Tribunal is required to decide the appeal in one of the following ways set out in section 254(2) of the PA:
 - (a) *confirming the decision; or*
 - (b) *changing the decision; or*

³ See Item 3 (Date written notice of decision received) of the Form 10 – Notice of Appeal / Application for Declaration of this appeal.

⁴ Section 229 of the PA.

⁵ For completeness it is noted that the filing fee for the appeal was received by the Registrar on 24 August 2021, also before 27 August 2021.

⁶ Section 253(2) of the PA.

⁷ Section 253(4) of the PA.

⁸ Section 249(1) of the PA.

⁹ Section 249(4) of the PA.

¹⁰ Section 253(5)(a) of the PA.

¹¹ Section 249 of the PA.

¹² Section 253 and section 246 of the PA.

- (c) *replacing the decision with another decision; or*
- (d) *setting the decision aside and ordering the person who made the decision to remake the decision by a stated time; or*
- (e) *for a deemed refusal of an application:*
 - (i) *ordering the entity responsible for deciding the application to decide the application by a stated time and, if the entity does not comply with the order, deciding the application; or*
 - (ii) *deciding the application.*

Material Considered

37. The material considered in arriving at this decision comprises:

- (a) 'Form 10 – Appeal Notice', grounds for appeal and correspondence accompanying the appeal lodged with the Development Tribunals Registrar on or about 18 August 2021;
- (b) An email dated 15 December 2021, from Ms Sarah Watts of the Respondent to the Tribunal's Registrar, providing the following documents as required by the Directions:
 - (i) An informal submission made by a neighbour in respect of the proposed development sent to the Council by email dated 4 April 2021;
 - (ii) The Council officer's report dated 30 July 2021, which assessed the Dual Occupancy Application made to the Respondent;
 - (iii) A copy of the following plans, all dated 10 December 2021, which were tabled at the hearing:
 - A a plan titled "Cullen St Zoning" which identified the zoning of the Site and surrounding area;
 - B a plan titled "Griffith St" which identified the dual occupancy at 14 Griffith Street, Bundaberg South; and
 - C a plan titled "Cullen St Zoning" which has red markings to identify the existing dual occupancies in the area of the proposed development;
- (c) Subject site and surrounding area photographs taken by Victoria Jones during the site inspection on 13 December 2021 (included in **Attachment 1**);
- (d) Draft conditions provided by the Respondent under the cover of an email dated 4 March 2022 from Mr Richard Jenner of the Respondent to the Tribunal's Registrar;
- (e) *Bundaberg Regional Council Planning Scheme 2015 (Planning Scheme)*; and
- (f) *Planning Act 2016 (PA)*.

Findings of Fact

The Tribunal makes the following findings of fact:

Issues in dispute in appeal

38. It was common ground between the parties that the Dual Occupancy Application did not comply with acceptable outcome AO5.1(a) and (b).

39. The issues in dispute therefore came down to whether the Dual Occupancy Application instead complied with the performance outcome PO5.
40. PO5 relevantly provided the following:
- The dual occupancy is located, designed and constructed to:-*
- (a) *be dispersed across predominantly low density residential neighbourhoods;*
 - (b) *provide an attractive address to all street frontages;*
 - (c) *make a positive contribution to the preferred streetscape character of the locality;*
 - (d) *minimise opportunities for residents to overlook the private open space of neighbouring premises; and*
 - (e) *provide opportunities for casual surveillance of public and communal spaces.*
41. While the Decision Notice also included non-compliance with the purpose and overall outcomes of the Dual Occupancy Code as reasons for refusal by the Respondent, the evidence provided by the parties at the hearing of the appeal focussed largely on addressing PO5.
42. The Tribunal considered the purpose and overall outcomes of the Dual Occupancy Code as raised by the Respondent in the Decision Notice and was comfortable that those issues were effectively duplicated in PO5(a) to (e).

The planning framework

43. Accepted development does not require a development approval.¹³
44. Table 5.4.1 of the Planning Scheme, identified that the category of assessment for a development application for a dual occupancy use within the Low density residential zone would be "accepted subject to requirements". The sole applicable use code (assessment benchmark) was identified as the "Dual occupancy code".
45. This meant that dual occupancy development would be accepted development and not require a development approval where it complied with the Acceptable Outcomes of the Dual Occupancy Code.
46. Section 5.3.3(2) of the Planning Scheme relevantly provided the following:
- "Accepted Development that does not comply with one or more of the nominated acceptable outcomes in the relevant parts of the applicable code(s) becomes code assessable development unless otherwise specified."*
47. The Dual Occupancy Code contained about a dozen Acceptable Outcomes, including AO5.1(a) and (b), which required (in the case of 'accepted development') that a dual occupancy in the Low density residential zone does not result in a dwelling house in that same zone "to be adjoined by more than one dual occupancy development fronting the same street".
48. As was acknowledged by the parties, the Dual Occupancy Application did not comply with acceptable outcome AO5.1(a) and (b) and therefore instead of the Dual Occupancy Application being accepted development as set out in Table 5.4.1 of the Planning Scheme, it became code assessable development.

¹³ Section 5.3.3(1) of the Planning Scheme and section 44(4) of the PA.

49. Section 5.3.3(4)(b) of the Planning Scheme then relevantly identified the relevant assessment benchmarks for code assessable development that occurred as a result of development becoming code assessable pursuant to sub-section 5.3.3(2), as follows:
- (a) *“be assessed against the assessment benchmarks for the development application, limited to the subject matter of the required acceptable outcomes that were not complied with ... under sub-section 5.3.3(2); and*
 - (b) *comply with all required acceptable outcomes identified in sub-section 5.3.3(1), other than those mentioned in sub-section 5.3.3(2).”*
50. This means that the Dual Occupancy Application was to be assessed against all the relevant acceptable outcomes in the Dual Occupancy Code with which it complied and in respect of any acceptable outcome with which it did not comply, the Dual Occupancy Application was to be assessed against the corresponding performance outcome for that acceptable outcome.
51. Accordingly, the Dual Occupancy Application was to be assessed against the following:
- (a) Acceptable outcomes AO1 to AO4.2 and AO6.1 to AO12.2; and
 - (b) PO5.
52. The Tribunal understands that it is agreed between the parties that the Dual Occupancy Application complied with all the acceptable outcomes of the Dual Occupancy Code except for AO5.1(a) and (b).
53. Accordingly, it is the assessment of the Dual Occupancy Application against PO5 that is in issue in the appeal.

The parties' evidence at the hearing

54. At the hearing of the appeal, both parties gave evidence with respect to each of the five elements of PO5.

The Appellant's evidence

55. In essence, the Appellant's submission in respect of PO5(a) was that the proposed development would not result in dual occupancy developments becoming other than dispersed throughout the neighbourhood. To support that position, the Appellant relied upon its assessment that there are “less than four” dual occupancy developments within a one-kilometre radius of the site.¹⁴
56. For PO5(b), the Appellant contended that the proposed development would address the sole street frontage in a way that was unchanged from the existing scenario (pre-development). That position was substantiated by identifying that the existing dwelling house (to be retained as part of the proposed development) was sited near the street front and the proposed new dwelling was to be located at the rear of the lot.
57. For PO5(c), the Appellant's case for compliance was effectively a repetition of the reason the Appellant contended for compliance with PO5(b).
58. PO5(d) sought to “minimise opportunities for residents to overlook the private open space of neighbouring premises”. The Appellant contended that the proposal development complied with that provision because:

¹⁴ Insite SJC, 17 August 2021.

- (a) the proposed new dwelling was single-storey only;
 - (b) the physical relationship between the proposed new dwelling and dwellings on neighbouring lots would foster a compliant outcome; and
 - (c) a 1.8-metre high fence along the site's boundary would prevent overlooking in the relevant respects.¹⁵
59. In respect of providing "opportunities for casual surveillance of public and communal spaces" (PO5(e)), the Appellant's position was that the "dual occupancy has been designed with windows that face the public and communal open spaces within the site" to achieve the requisite outcome.¹⁶

The Respondent's evidence

60. The Respondent addressed PO5 in the Refusal, although not by addressing each of its five elements. Instead, the Respondent relied more generally on matters of adverse character and amenity impacts, which it said would result from the proposed development being constructed. The Respondent contended that those adverse impacts would stem from a failure to achieve dispersal of dual occupancy developments throughout the neighbourhood.
61. At the Hearing, the Tribunal invited the Respondent to state its position regarding compliance with each of PO5(a), (b), (c), (d) and (e).
62. What is clearest about the Respondent's evidence regarding PO5 is that it strongly contended for non-compliance with PO5(a) – dispersal of dual occupancy developments across predominantly low density residential neighbourhoods.
63. On the Tribunal's understanding of it, the Respondent's position regarding PO5(a) was that all of the dual occupancy developments in the neighbourhood of the subject site were clustered in the one location (with the subject site being in that very location). On that basis, the Respondent submitted that the proposed development failed to achieve a dispersal of dual occupancy developments in a predominantly low density residential neighbourhood.
64. A primary concern of the Respondent's regarding what it considered to be non-compliance with PO5(a) was the matter of community expectation. The Respondent stated that it was the community's expectation that no dwelling house in this zone would be adjoined by more than one dual occupancy development and, on the facts on this case, the proposed development ran counter to that expectation.
65. At the Hearing, the Respondent almost conceded that non-compliance with PO5(b) might not be a defensible position. At the very least, Mr Jenner conceded that the Appellant's case for compliance was aided by the re-use of the existing house (as one half of the dual occupancy development) and acknowledged that the new dwelling would be well setback from the street frontage. On those bases, the Respondent was "less concerned" about compliance with PO5(b).
66. For PO5(c), the Respondent contended for non-compliance on the basis that a doubling of the (site) density could lead to impacts on streetscape character in the locality, although it offered no substantiation of that position.
67. As stated at 588 above, PO5(d) was directed to matters of privacy and overlooking of neighbours. Again, the Respondent's position on the question of compliance was that the

¹⁵ Ibid.

¹⁶ Ibid.

doubling of the density increased the potential for overlooking, but that the matter came down to building design. In that context, Mr Jenner cited no issue with the proposed new dwelling, from an overlooking respect, given it was proposed to be single-storey.

68. For PO5(e), the Respondent's position was that it either did not apply to the proposed development or that the proposed development was compliant because the existing dwelling (to be retained) fronted the street and afforded opportunities for casual surveillance of the public realm.

Reasons for the Decision

The site inspection

69. Inspection confirmed that the subject site was flat with a street frontage of 20.1 metres. Notably, the footprint of the existing dwelling to be retained was compact and setback approximately 9 metres from the southern side boundary, providing ample width for a driveway extending from the existing street crossover to the proposed rear dwelling.
70. Given that the proposed development complied with provisions for site suitability, site cover, building height, open space, safety and security, services and utilities, car parking and access, the inspection focused on the streetscape character of the Low density residential zone to assess the single aspect of non-compliance, i.e. AO5.1.
71. The reason for the proposed development's deemed non-compliance with AO5.1 was that a dual occupancy already existed in the same street at number 7. Accordingly, consideration focused on the existing streetscape character. The dual occupancy at 7 Cullen Street had a traditional-style house at the front which appeared like a single house. The rear dwelling was concealed from view behind the original house (see **Attachment 1**). This situation could be deemed non-compliant with the safety and security provisions in A08.1 and A08.2 of the Dual Occupancy Code regarding sightlines from the street to the front door of the rear dwelling, but from a streetscape character perspective, the existence of a second dwelling in this arrangement has negligible impact. It could be argued that the greater site coverage has led to the absence of a backdrop of backyard greenery, but many of the front and back yards in this neighbourhood did not have tall trees or established gardens.
72. The recently completed dual occupancy at 14 Griffith Street, Bundaberg South, which was cited by the Appellant, and another at 160 Targo Street, Walkervale, were scenarios where both dwellings were relatively new (See **Attachment 1**). These did not appear to introduce greater density, but they did demonstrate how completely new buildings, no matter what arrangement, style and materials, can introduce greater change to streetscapes, which suggests that if conservation of the traditional character of neighbourhoods is a desired outcome, retention of existing houses and front gardens, as proposed at 11 Cullen Street, typically has less impact.
73. Having regard to these various streetscape character considerations, the proposed development on the subject site would achieve an acceptable outcome. Retention of the existing traditional timber house would maintain the existing streetscape presence. The second dwelling at the rear would be visible if the front gates were open because of the wide 9 metres view corridor from the street frontage to the proposed dwelling, but that would not intrude on the character of Cullen Street.

Assessment of the Dual Occupancy Application

74. Being code assessable development, this appeal must be decided in accordance with subsection 60(2) of the PA, which requires that the Tribunal:

- (a) *must decide to approve the application to the extent the development complies with all of the assessment benchmarks for the development; and*
 - (b) *may decide to approve the application even if the development does not comply with some of the assessment benchmarks; and ...*
 - (c) *may impose development conditions on an approval; and*
 - (d) *may, to the extent the development does not comply with some or all [of] the assessment benchmarks, decide to refuse the application only if compliance cannot be achieved by imposing development conditions.*
75. Relevantly then, Table 5.4.1 of the Planning Scheme identifies the sole assessment benchmark for this application as being the Dual Occupancy Code, and on the evidence before this Tribunal it is only compliance with PO5 that is in dispute between the parties.
76. For the reasons that follow, this Tribunal finds that the proposed development complies with PO5.
77. In respect of PO5(a), the Tribunal is satisfied that the evidence provides that there are very few dual occupancy developments in the low density residential neighbourhood of the subject site. Although those few examples of dual occupancy development discussed by the parties are near to the subject site, the Respondent's position that if the proposed development were approved they would become other than "dispersed across [a] predominantly low density residential neighbourhood ..." is not compelling.
78. To assess what constitutes a proper dispersal of this use across a low density residential neighbourhood logically requires one to:
- (a) at least roughly define the physical extents of the neighbourhood in question;
 - (b) identify the number of dual occupancy developments in that neighbourhood, perhaps as a percentage of all dwellings; and
 - (c) observe the pattern of distribution of those dual occupancy developments, within that neighbourhood.
79. In contrast, the mere fact that a dwelling house will become adjoined by more than one dual occupancy development has little probative value when assessing a proposal against PO5(a). The Dual Occupancy Application (and this Appeal) has arisen from non-compliance with AO5.1. AO5.1 is merely one example of how a proponent demonstrates compliance with PO5; non-compliance with AO5.1 itself cannot be determinative of the Dual Occupancy Application.
80. So, the Tribunal has looked beyond AO5.1 when assessing the proposed development against PO5, and it accepts the Appellant's evidence that the neighbourhood in question would be approximately a one kilometre radius of the subject site. The Tribunal further accepts the Appellant's evidence that there are very few dual occupancy developments within that one kilometre radius of the subject site¹⁷. As a percentage of all dwellings in that "neighbourhood", dual occupancy developments comprise a very small percentage, with the predominant housing form being dwelling houses on large suburban lots¹⁸. On

¹⁷ Indeed, the plan titled "Cullen St Zoning" prepared by the Respondent has red markings to identify the three existing dual occupancies in the area of the proposed development.

¹⁸ Again, the plan titled "Cullen St Zoning" prepared by the Respondent clearly shows the predominance of dwelling houses on large suburban lots with the three dual occupancy dwellings circled in red. Incidentally, the Tribunal notes that from an aerial perspective of the roof form of the neighbourhood, the dual occupancy dwellings present very little difference to that of the dwelling houses, particularly those with large back or front yard sheds.

these bases, the Tribunal is satisfied that the proposed development complies with PO5(a).

81. In closing out on PO5(a), the Respondent's submission that the community expects that no dwelling house will be adjoined by more than one dual occupancy is not a persuasive argument. If that does indeed characterise the community expectation, then the expectation has been formed from a misunderstanding of performance-based planning, where 'acceptable outcomes' are not "hard-and-fast" rules that admit of no possible alternative outcomes.
82. Having found in favour of the Appellant on compliance with PO5(a), we briefly turn to the remaining four elements of PO5.
83. When considering PO5(b) and (c), which relate to the streetscape impacts, the retention of the existing dwelling, nearer to the street frontage than the proposed new dwelling which is largely behind it, tips the compliance deliberations in the Appellant's favour. For all intents and purposes, the presentation of the subject site to the street will remain unchanged, more particularly so when the front driveway gate is closed. Accordingly, the Tribunal finds that the Dual Occupancy Application complies with PO5(b) and PO5(c). Further, conditions imposed upon an approval of the Dual Occupancy Application could address any concerns about the presentation of the subject site to the street frontage after the proposed development is constructed.
84. For PO5(d), the fact the new dwelling is to be single-storey supports a finding of compliance by the proposed development, as Mr Jenner for the Respondent admitted. At the site inspection, the Tribunal observed the high fence separating the subject site from each neighbour, the location of the shed on 15 Cullen Street that would adjoin the proposed development and the substantial setback of 9 Cullen Street from the proposed location of the new dwelling. Accordingly, the Tribunal is satisfied that the Dual Occupancy Application complies with PO5(d). Again, conditions imposed upon an approval of the Dual Occupancy Application could address any concerns about opportunities for overlooking. The Tribunal notes that Mr Booth for the Appellant was receptive to reasonable conditions of approval being imposed that dealt with overlooking concerns through fencing and landscaping requirements.
85. Lastly, the Tribunal finds that the Dual Occupancy Application complies with PO5(e), as conceded by the Respondent.
86. As a supplementary note regarding PO5(c) and (d), the Respondent's argument that a "doubling of the density" was somehow indicative of non-compliance cannot be accepted. The proposed development complied with AO1 and AO2 of the Dual Occupancy Code, where AO1 required a minimum lot size of 800m² for dual occupancy developments (the subject site complies being 1,012m²) and AO2 prescribes a maximum residential density of 25 dwellings per hectare (two dwellings on 1,012m² equates to a density of around 20 dwellings per hectare).

Conclusion

87. The Tribunal was required to look beyond AO5.1 when assessing the Dual Occupancy Application against PO5 and it is satisfied that the location and design of the proposed development would be such that the requirements of PO5(a) to (e) would be met.
88. Accordingly, the Tribunal finds that the Dual Occupancy Application did comply with the relevant performance outcome, PO5.
89. Given there are very few dual occupancy developments within the "neighbourhood" of the subject site which is dominated by dwelling houses, the Tribunal does not support what

it understood to be the Respondent's primary concern that the proposed development did not comply with PO5(a).

90. The Tribunal is also satisfied that the location and design of the proposed development is such that it complies with PO5(b) to (d) but that should the Respondent have any continued concerns about any of the requirements of PO5(b) to (d), those would reasonably be capable of being addressed by way of conditions on the approval.
91. Finally, the Tribunal accepts that the Dual Occupancy Application complies with PO5(e) as conceded by the Respondent.
92. On this basis, the Tribunal is prepared to set aside the decision of the Respondent to refuse the Dual Occupancy Application and instead order that the Dual Occupancy Application be approved.
93. By email dated 22 February 2022 from the Tribunal's Registrar to the parties, the Tribunal foreshadowed this decision and afforded the Respondent an opportunity to provide, for the Tribunal's consideration, any conditions that the Respondent would like the Tribunal to impose upon an approval of the Dual Occupancy Application.
94. The Respondent duly provided such conditions (**proposed conditions**) and the Tribunal considered the proposed conditions, as well as subsequent correspondence provided by both parties with respect to their views about specific conditions.
95. The Tribunal accepts that the Respondent considers the proposed conditions to be a reasonable and relevant imposition upon the proposed development, however, the Tribunal does not agree that all the proposed conditions should be imposed upon an approval of the Dual Occupancy Application.
96. The Tribunal approached its consideration of the proposed conditions within the context that the Dual Occupancy Application would have been accepted development for which a development approval would not have been required, but for its non-compliance with PO5. The Tribunal also considered the requirements of the PA and the Planning Scheme when assessing a development application of this nature.
97. Within this context, the Tribunal is satisfied that the conditions in **Attachment 2** are an appropriate response to an assessment of the Dual Occupancy Application and adequately address the concerns raised by the Respondent about the proposed development, in particular with respect to the presentation of the subject site to the street frontage after the proposed development is constructed and the opportunities for overlooking neighbouring properties.
98. Therefore pursuant to section 254(2)(c) of the PA, the Tribunal:
 - (a) sets aside the decision of the Respondent to refuse the Dual Occupancy Application; and
 - (b) orders that the that the Dual Occupancy Application is approved subject to the conditions set out in **Attachment 2**.



Samantha Hall

Development Tribunal Chair

Date: 19 April 2022


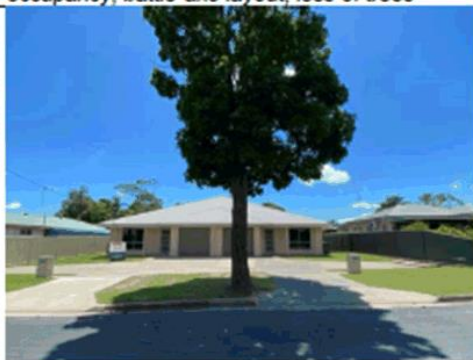
Attachment 1 – Photographs of the subject site and surrounding area

Site inspection photographs, 13 Dec 2021
Appeal No. 21-049, 11 Cullen Street, Walkervale





Nearby dual occupancies

	
<p>7 Cullen Street, dual occupancy, battle-axe layout</p>	<p>7 Cullen Street, single-storey dual occupancy (rear dwelling not visible from street)</p>
	
<p>14 Griffith Street – BEFORE - Single, traditional highset dwelling</p>	<p>14 Griffith Street – AFTER – single storey dual, occupancy, battle-axe layout, loss of trees</p>
	
<p>160 Targo Street, attached dual occupancy</p>	<p>160 Targo Street, single-storey dwellings, side by side</p>

Attachment 2 – 11 Cullen Street Conditions

GENERAL		
1	<p>Carry out the development in accordance with the following approved Drawings and Documents:</p> <ul style="list-style-type: none"> a. Locality Plan, drawing number DD01; b. Site Plan – Proposed, drawing number DD02; c. Floor Plan – Existing dwelling, drawing number DD03; d. Elevations – Existing dwelling, drawing number DD04; e. Floor Plan – Proposed Dwelling, drawing number DD05; f. Elevations – Proposed Dwelling, drawing number DD06. <p>Note: This approval does not imply permission to enter neighbouring properties to carry out any construction (including, but not limited to, associated drainage and earthworks). Permission to enter neighbouring properties must be obtained from the relevant property owners.</p>	At all times
2	Comply with all conditions of this development approval prior to the commencement of the use and maintain compliance whilst the use continues.	As indicated
3	Where there is any conflict between the conditions of this Development approval and details shown on the Approved Drawings and Documents, the conditions prevail.	At all times
4	The full cost of all work and any other requirements associated with this development must be met by the developer, unless specified in a particular condition.	At all times
USE SPECIFIC		
5	<p>Provide a fence along both side property boundaries with a minimum height of 1.8m behind the front building line or 6m from the front boundary (whichever is lesser) and a height of 1.2m in front of this point.</p> <p>Where side boundary fencing is continuous, the height may be tapered from 1.2m up to 1.8m over a maximum distance of 2.5m.</p> <p>The erection of a second boundary fence parallel to any existing fence is prohibited and clothes drying facilities are not to be attached to the fence.</p>	Prior to the commencement of the use and then to be maintained

6	<p>Provide one (1) letter box for each dwelling unit plus one (1) letter box for the use of any body corporate or management.</p> <p>All letter boxes must form an integral part to the building / landscaping design and must be located on the primary road frontage.</p>	<p>Prior to the commencement of the use and then to be maintained</p>
7	<p>Provide two (2) dedicated on-site car parking spaces per dwelling, of which a minimum of one (1) space per dwelling is to be covered. Car parking spaces (covered/uncovered) associated with the existing dwelling are to have minimum dimensions of 5.5m (L) x 3.0m (W).</p>	<p>Prior to the commencement of the use and then to be maintained</p>
8	<p>No covered car parking area associated with the existing dwelling is to locate within 2.5m of a property boundary.</p>	<p>Prior to the commencement of the use and then to be Maintained</p>
LANDSCAPING		
9	<p>Prepare and submit for approval to the Assessment Manager a landscape plan. The plan must be prepared in accordance with the applicable Planning scheme codes, the Planning scheme policy for development works, and the conditions of this approval.</p> <p>The plan is to include, but not be limited to the following:</p> <ul style="list-style-type: none"> a. the area set aside for landscaping b. removal of any hardstand area within 2m to the northern property boundary; c. a 2m wide landscaped buffer incorporating advanced plantings suitable to establish a dense vegetated screen, for the entire length of the northern (side) property boundary; d. a 1.0m wide landscaped buffer incorporating advanced plantings suitable to establish a dense vegetated screen, for the entire length of the western (rear) and southern (side) property boundary; e. location and name of existing trees; f. clothes lines are to be located clear of landscape areas. g. a plan and schedule of all species which identifies: <ul style="list-style-type: none"> i. the location and sizes at planting and at maturity ii. the botanical and common names iii. the location of all areas to be covered by turf or other surface materials including pavement <p>Inclusion of a controlled underground or drip irrigation system. Any such system is to be fitted with an approved testable backflow prevention device. Landscaping is to be constructed in accordance with the approved plan and maintained thereafter.</p>	<p>Prior to the commencement of the use and then to be maintained</p>

OPERATIONAL WORK ASSOCIATED WITH THE MCU		
10	<p>Ensure all Operational work that is Accepted development complies with the nominated assessment benchmarks or a Development application for Operational work is submitted to and approved by Council.</p> <p>Note: Where Accepted development does not comply with a nominated requirement for accepted development, a Development application for Operational work must be submitted to Council.</p>	Prior to the commencement of work
11	<p>Provide certification from a Registered Professional Engineer of Queensland (RPEQ) that any operational work that is Accepted development has been designed and constructed in accordance with the conditions of this Development approval and any other relevant approval issued by Council.</p> <p>Note: Council does not require the submission of an Operational works development application for work that is nominated as Accepted development where the works comply with the nominated requirements for Accepted development and are certified by a RPEQ.</p>	Prior to the commencement of the use
BUILDING WORK ASSOCIATED WITH THE MCU		
12	Ensure all assessable building work is carried out in accordance with a valid Building development approval.	Prior to the commencement of work
13	Ensure all external finishes, including façade treatments and materials, are in accordance with the Approved plans.	Prior to the issue of a Certificate of classification/final inspection and then to be maintained
SCREENING OF PLANT AND SERVICES		
14	Install and maintain suitable screening to all air conditioning, service facilities, or similar equipment located on the rooftop or to an external face of the building. The screening structures must be constructed from materials that are consistent with materials used elsewhere on the building façade or as an architectural feature of and visually consistent with the profile of the building.	Prior to the commencement of the use and then to be maintained

CONSTRUCTION MANAGEMENT		
15	Unless otherwise approved in writing by the Assessment Manager, ensure no audible noise from work is made: <ol style="list-style-type: none"> a. on a business day or Saturday, before 6:30am or after 6:30pm b. on any other day, at any time. 	At all times during construction
16	Contain all litter, building waste, and sediment on the building site by the use of a skip and any other reasonable means during construction to prevent release to neighbouring properties or public spaces.	At all times during construction
17	Remove any spills of soil or other material from the road or gutter upon completion of each day's work, during construction.	At all times during construction
STORMWATER		
18	Design and implement a stormwater drainage system connecting to a lawful point of discharge, in accordance with section SC6.3.5.3 of the planning scheme's Planning Scheme Policy for Development Works.	Prior to site work commencing and at all times during construction
EASEMENTS		
19A	Lodge to the State (Titles office) for registration the following easement: <ol style="list-style-type: none"> a. minimum 3m wide sewerage easement in gross over all existing and proposed reticulated sewerage traversing the site; b. where the lawful point of discharge for stormwater requires an alignment through neighbouring properties: <ol style="list-style-type: none"> (i) connected minimum 3m wide drainage easements in gross linking the development site to Alice Street via: <ul style="list-style-type: none"> • lot 11 on RP59334 (11 Cullen – subject site) • lot 12 on RP59334 (9 Cullen) • lot 1 on SP298231 (7 Cullen) • lots 6, 7 & 8 on RP58927 (5, 3, 1 Cullen respectively) • lot 4 on RP58927 (158 Targo) • lot 4 on RP53266 (42 Alice), or (ii) connected minimum 3m wide drainage easement/s in gross linking the development site otherwise through downstream land to a local government road (Alice, Targo or Cullen Streets). 	Prior to the commencement of the use
19B	Submit all draft easement documentation to the Assessment Manager for endorsement.	Prior to the commencement of the use

19C	All works must be clear of any existing or proposed easements on the subject land, unless agreed in writing by the Grantee.	At all times
WATER		
20	Provide a reticulated water supply service in accordance with the applicable Planning scheme codes and the Planning scheme policy for development works.	Prior to the commencement of the use and then to be maintained
SEWERAGE		
21	Provide a reticulated sewerage service in accordance with the applicable Planning scheme codes and Planning scheme policy for development works.	Prior to the commencement of use
ROADWORKS, ACCESS, AND CAR PARKING		
22	Design and construct the site access and driveways in accordance with the Approved plans, applicable Planning scheme codes, and the Planning scheme policy for development work.	Prior to the commencement of the use and then to be maintained
23	Construct a concrete access driveway and internal site access (extending into the site for a distance of not less than 7.2m), to a minimum 3.5m width and clear of dedicated landscaping areas.	Prior to the commencement of the use and then to be maintained
24	Submit a completed copy of Council's 'Application to carry out works in, on, over or under Council owned and maintained property' form for approval prior to work within the road reserve being undertaken.	Prior to the commencement of work
25	Remove all disused or redundant vehicular crossings, kerb drainage outlets, and footpath crossovers and reinstate kerb and channel, and footpaths as required.	Prior to the commencement of the use
WASTE MANAGEMENT		
26	Provide an impervious bin storage area (bin enclosure) for the storage of refuse bins in accordance with the following: <ul style="list-style-type: none"> a. designed so as to prevent the release of contaminants into the environment; b. sufficiently sized to accommodate all refuse bins required by the Assessment Manager for the scale of the development; c. screened from the road frontage or other public space, and adjoin properties by landscaping or constructed screening; d. must be maintained in a clean and sanitary manner. 	Prior to the commencement of the use and then to be maintained

EXISTING DWELLING – EXTERNAL APPEARANCE		
27	Wall and roof finishes of the existing dwelling are to be renewed or replaced so as to provide a surface that is free of flaking paint, stains or rust. Wall finishes are to match the colour and finish of surrounding wall areas of the building or structure.	Prior to the commencement of the use

Appeal Rights

Schedule 1, Table 2, item 1 of the *Planning Act 2016* provides that an appeal may be made against a decision of a Tribunal to the Planning and Environment Court, other than a decision under section 252, on the ground of -

- (a) an error or mistake in law on the part of the Tribunal; or
- (b) jurisdictional error.

The appeal must be started within 20 business days after the day notice of the Tribunal decision is given to the party.

The following link outlines the steps required to lodge an appeal with the Court.

<http://www.courts.qld.gov.au/courts/planning-and-environment-court/going-to-planning-and-environment-court/starting-proceedings-in-the-court>

Enquiries

All correspondence should be addressed to:

The Registrar of Development Tribunals
Department of Energy and Public Works
GPO Box 2457
Brisbane QLD 4001

Telephone 1800 804 833

Email: registrar@epw.qld.gov.au

**Item****28 June 2022****Item Number:**

K6

File Number:

322.2008.20378.4

Part:

PLANNING

Portfolio:

Planning & Development Services

Subject:

DA322.2008.20378.4 - Request for Extended Completion Date Bundaberg Open for Development 2016 Incentives - 52 Heaps Street, Avenell Heights

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 DA322.2008.20378.4 being a development permit for 10 residential units at 52 Heaps Street, Avenell Heights. The incentives approved in August 2016 provide for a 50% discount. Under the Infrastructure agreement (IA) executed on 2 September 2016, to receive the incentives the development was required to be completed by 19 July 2018. However, the owner has received the benefit of two extensions – the first in July 2018 and the second in June 2020. The current Completion Date under the IA is 26 June 2022.

To date, no works have commenced, and no further approvals have been obtained for the development.

The owner of the subject site has requested that the completion date be extended for a period of 12 months to 26 June 2023. 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 the development achieve substantial commencement (ie the slabs for the units are constructed) prior to making that request. As such the request has been reported to Council for determination.

In seeking the request, the owner has advised that the extension is needed due to the lead times for construction and suggests that the incentives will help additional housing that will assist in addressing current needs. A copy of the owner’s request is included as Attachment 2.

Associated Person/Organization:

K R Heidke & M A Heidke

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 Council agrees to the extended completion date, a Deed of Variation will be required to amend the Completion Date in the IA.

Policy Implications:

The Bundaberg Open for Development 2016 incentives scheme closed for new applications on 30 June 2019. Accordingly, it was originally envisaged that the last of the incentivised developments would be finalized in the second half of 2020 barring any extensions as allowed for under each IA. As well, the Council granted an across-the-board extension to any uncompleted developments for two years as part of its pandemic response in 2020.

Although the owner has not provided a detailed explanation for why a third extension is sought, it is well understood that there are significant delays within the development industry at the moment resulting from a lack of materials, consultants and contractors to undertake construction. These delays would undoubtedly impact on this proposal as well, making it difficult to progress the development.

On this basis it is recommended that the requested extension to 26 June 2023 be granted.

Financial and Resource Implications:

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

Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
Stage 1= \$43,200.00	50%	Stage 1= \$21,600.00
Stage 2= \$43,200.00		Stage 2= \$21,600.00
Stage 3= \$43,200.00		Stage 3= \$21,600.00
Stage 4= \$54,000.00		Stage 4= \$27,000.00

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:

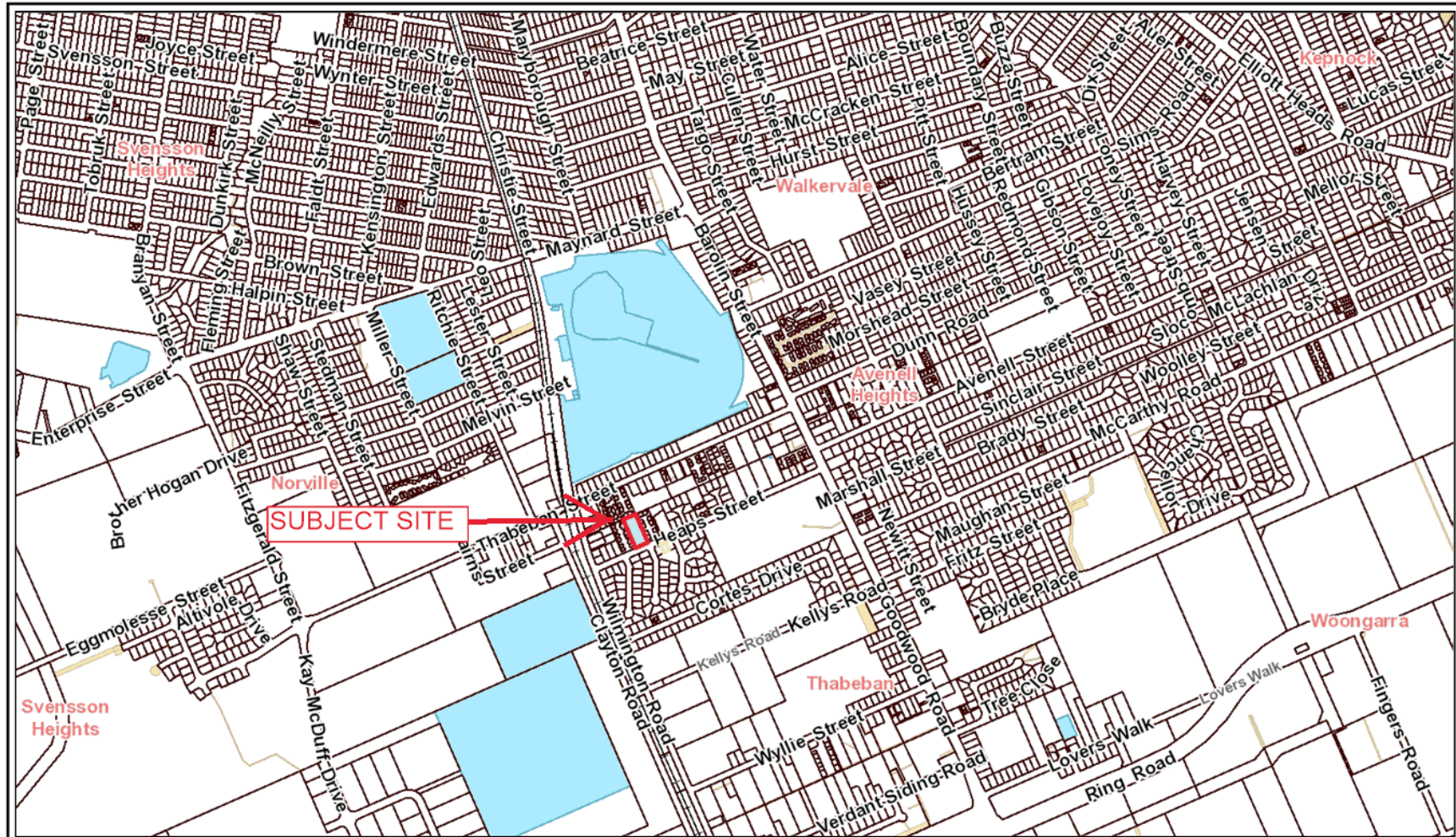
There appears to be no ILUA implications.

Attachments:

- ↓1 Locality Plan
- ↓2 Site Plan
- ↓3 Owners Extension Request
- ↓4 Bundaberg Open for Development Infrastructure Agreement

Recommendation:

That Council agree to an extension of the Completion Date in the Bundaberg Open for Development Infrastructure Agreement for DA322.2008.20378.4 to 26 June 2023.



Projection: WGS_1984_Web_Mercator_Auxiliary_Sphe

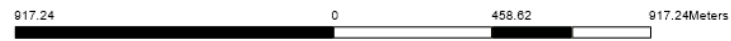
Date: 9/6/2022 11:50 AM

LOCALITY PLAN
52 Heaps Street
Scale 1:18,055.95
AVENELL HEIGHTS
on A4 Sheet



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Author: Michael Ellery





 <p>BUNDABERG REGIONAL COUNCIL</p>		<p style="text-align: right;">SITE PLAN 52 Heaps Street AVENELL HEIGHTS</p> <p>Projection: WGS_1984_Web_Mercator_Auxiliary_Spheroid Date: 9/6/2022 11:48 AM Scale 1 : 564.25 on A4 Sheet</p>
<p>© The State of Queensland (Department of Natural Resources and Mines) 2020. Based on Cadastral Data provided with the permission of the Department of Natural Resources and Mines 2020. The information contained within this document is given without acceptance of responsibility for its accuracy. The Bundaberg Regional Council (and its officers, servants and agents), contract and agree to supply information only on that basis.</p>		<p>While every care is taken to ensure the accuracy of this data, the Department of Natural Resources and Mines and the Bundaberg Regional Council makes no representation or warranties about its accuracy, reliability, completeness or stability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.</p>
<p>11.28 0 5.64 11.28 meters</p>		<p>Author: Michael Ellery</p>

From: [ken.merryl](#)
To: [Michael Ellery](#)
Subject: Extension Request - Bundaberg Open for Development Infrastructure Agreement
Date: Tuesday, 7 June 2022 3:15:10 PM

Your Reference 337.2016.205.1

We hereby request a 12 month extension to the current Bundaberg Open for Development Infrastructure Agreement for the Development Approval for Material Change of Use for Residential Multi Units (10 Accommodation units comprising of 9 additional units and the existing dwelling) at 52 Heaps Street, Avenell Heights; Real property description: Lot 24 on RP13470.

We acknowledge council's ongoing positive efforts to incentivise development activity in the Bundaberg region. The current building boom in domestic construction has significantly contributed to extended lead times and construction timeframes as well as increased construction costs which are exacerbated for multi unit projects. We consider that with the current residential accommodation crisis being experienced in Bundaberg and rental vacancy rates at an unprecedented 0.7%, the accommodation units as proposed will contribute to addressing this severe shortage and the long term economic growth in the greater Bundaberg region.

Yours sincerely

K.R. & M.A. Heidke

Sent from my Samsung Mobile on the Telstra Mobile Network

Infrastructure Agreement

Sustainable Planning Act 2009

Bundaberg Open for Development 2016 Infrastructure Agreement

Bundaberg Regional Council
Council

KR & M A Heidke
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]

Contents

Part 1. Preliminary	4
1. Introduction	4
1.1 Short title	4
1.2 Deed	4
1.3 Date	4
1.4 Parties	4
1.5 Recitals	4
Part 2. Terms agreed by the parties	5
2. Interpretation	5
2.1 Definitions	5
2.2 Undefined word	8
2.3 References	8
3. Infrastructure Agreement	10
3.1 Infrastructure Agreement under the Planning Act	10
3.2 Application of the Infrastructure Agreement	10
3.3 Owner	10
3.4 Relationship to an Approval	10
3.5 Relationship to an Infrastructure Charging Instrument	10
4. Operation of the Infrastructure Agreement	10
4.1 Commencement of the Infrastructure Agreement	10
4.2 Termination of the Infrastructure Agreement	10
5. Deed of agreement	11
5.1 Continuing effect as a deed of agreement if not an Infrastructure Agreement	11
6. Development Obligations	11
6.1 The Council's and Owner's obligations	11
6.2 The Owner's obligations	11
7. Application	12
7.1 Application of Applicable Discount	12
7.2 Early payment	12
8. Assignment	12
8.1 Assignment of interests, rights or obligations under document	12
9. Novation of document upon sale	12
9.1 Reconfiguring of the Development Land	12
9.2 Dealing with the Development Land	12
10. Right of access	13
10.1 Access to Development Land	13
10.2 Exercise of a right of access	13
11. Dispute resolution generally	13
11.1 Dispute	13
11.2 Notice as bar	13
11.3 Identity of expert	13
11.4 Experience and expertise	13
11.5 Non arbitrator	13
11.6 Submissions	14
11.7 Costs	14

	11.8	Co-operation	14
	11.9	Determination	14
12.		Force Majeure	14
	12.1	Notice of Force Majeure	14
	12.2	Suspension of an obligation	14
	12.3	Removal or amelioration of Force Majeure	15
	12.4	Dispute resolution process to apply	15
13.		Time	15
	13.1	Time of the essence	15
	13.2	Extension of time	15
14.		Counterparts	15
	14.1	Agreement may consist of counterparts	15
	14.2	Exchange of a counterpart	15
15.		Further action	15
	15.1	Action to give effect to this document	15
	15.2	Further action if a clause is invalid, illegal or unenforceable	15
16.		Severance	16
	16.1	Removal from this document	16
	16.2	Effect of removal on this document	16
	16.3	Further action on removal	16
17.		Notice	16
	17.1	Form of a Notice	16
	17.2	Giving of a Notice	16
	17.3	Change of the details of a party	17
18.		Further agreement	17
	18.1	Agreement to change	17
	18.2	Form of the change	17
	18.3	Further agreement	17
19.		Costs and outlays	17
	19.1	Each party pay its own costs	17
20.		Governing law and jurisdiction	17
	20.1	Queensland law to apply	17
	20.2	Queensland courts to have jurisdiction	18
21.		GST	18
	21.1	Construction of this clause	18
	21.2	Payment of GST	18
	21.3	Reimbursable cost	19
	21.4	Indemnified cost	19
	21.5	Stated amount	19
	21.6	No merger on termination	19
		Schedule 1 Reference Schedule	20
		Schedule 2 Discount Schedule	21
		Schedule 3 Incentives Application Form	22
		Part 3. Execution by the parties	30

Dated this 3rd day of July 2018

PARTIES

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

Owner: KR & M A Heidke of 52 Heaps Street, Avenell Heights, 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 section 627 of the Planning Act;
- (b) a notice mentioned in section 977(1) of the Planning Act;
- (c) 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) 26 June 2020; 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 8, 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 *Sustainable Planning Act 2009* (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.

Stage means a stage of the Eligible Development pursuant to the Development Permit.

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) A Stage of the Eligible Development is Completed by the Completion Date; and
- (ii) the Reduced Infrastructure Amount for the Stage of the Eligible Development 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 for the Stage of the Eligible Development, provided that the total monetary value of the Applicable Discount given to all Stages does not exceed one million dollars.

(b) If:

- (i) a Stage of the Eligible Development is not Completed by the Completion Date; or
- (ii) the Reduced Infrastructure Amount for the Stage of the Eligible Development 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 657 or section 659 of the Planning Act is not eligible for a discount. If by operation of section 657 or section 659 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 | Bundaberg Regional Council |
| 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 | KR & M A Heidke |
| Address (or registered office if a corporation) | 52 Heaps Street, Avenell Heights in
the State of Queensland |
| Email address: | Ken.merryl@bigpond.com |
| Person to whose attention a Notice is to be brought: | Ken Heidke |
- ITEM 3 Development Land**
- 52 Heaps Street, Avenell Heights in the State of Queensland; land described as Lot 24 on RP13470
- ITEM 4 Eligible Development**
- 322.2008.20378.4 Staged Development
- ITEM 5 Charges Notice or condition under which Infrastructure Amount is payable**
- 331.2012.430.1
- ITEM 6 Due Date for payment of Reduced Infrastructure Amount**
- Before the endorsement of the Survey Plan for each stage

SCHEDULE 2
Discount Schedule

Column 1	Column 2	Column 3
Infrastructure Amount	Applicable Discount	Reduced Infrastructure Amount
Stage 1= \$43,200.00 Stage 2= \$43,200.00 Stage 3= \$43,200.00 Stage 4= \$54,000.00	50%	Stage 1= \$21,600.00 Stage 2= \$21,600.00 Stage 3= \$21,600.00 Stage 4 = \$27,000.00

As per clause 6.1, the total monetary value of the Applicable Discount for all Stages is not to exceed one million dollars.

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 26 June 2019. Please email directly to Duty_Planner@bundaberg.qld.gov.au

Developers details			
Name/s (individual or company name in full):			
For Contact Name:			
Postal Address:			
	Suburb:	State:	Postcode:
Contact Number:		Fax Number:	
Email address:			

Owners details			
Name/s (individual or company name in full):			
Postal Address:			
	Suburb:	State:	Postcode:
Contact Number:		Fax Number:	

Description of Land			
Property Address			
Property Description:	Lot		Plan Type & No.
	Lot		Plan Type & No.
	Lot		Plan Type & No.

Declaration	
In lodging this request for an infrastructure charge discount I/We _____ 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:	Date

<p>Application Details</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>Details of the Development Permit or Compliance Permit</p> <p>Application No:</p> <p>Type of Approval:</p> <p>Date Approval took effect:</p> <p>Have the adopted infrastructure changes or infrastructure contribution/s been paid?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Proposal Details</p> <p>What is the proposed value of works for the \$ development?</p> <p>What is the anticipated number of jobs to be created by this development? (if known/applicable)</p> <p>If the development is for residential development please provide the following:</p> <p>Number of dwelling units Number of lots</p> <p>If the development is for commercial or industrial uses please provide the following:</p> <p>Gross Floor Area (GFA)</p>
<p>Staged Development</p> <p>Is the development a staged development?</p> <p><input type="checkbox"/> Yes <input 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"> • the total number of stages in the development and the site area of the total development. • the stages to which a discount is sought to be applied.

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

-24-

Attachment A: Rules and Procedures

1. Background	
<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>	
2. Eligibility for infrastructure charges incentives	
2.1	A Development Approval exists for the development.
2.2	<p>The Council has either:</p> <ul style="list-style-type: none"> • issued a Charges Notice in relation to the Development Approval; or • imposed an infrastructure contribution condition in the Development Approval; <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.
3. Rules	
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"> • any development that has been Completed on or before 19 July 2016; and • any development that is Completed after 26 June 2020.
3.4	<p>Discounts for the Infrastructure Charges are as follows:</p> <ul style="list-style-type: none"> • 100% discount for development that is Completed by 26 June 2020 which is for: <ul style="list-style-type: none"> (a) CBD/Town Centre development; (b) Rural Sector development where: <ul style="list-style-type: none"> (i) Intensive horticulture; (ii) Rural industry; (iii) Aquaculture; or (iv) Winery (where located in a Rural zone); • 50% discount for all other Eligible Development that is completed by 26 June 2020. <p>The above discounts are taken to be discounts off the applicable Infrastructure Charges specified in a</p>

-25-

	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"> • The Applicant can show sufficient reason why the development cannot be completed by the original Completion Date; and • The development has achieved Substantial Commencement prior to the original Completion Date.
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"> • 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 • For developments involving material change of use and no building works, the approved use is established by the Completion Date; or • 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.
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.
4. Process	
4.1	Applicants must lodge the application form prior to 28 June 2019.
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"> (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; (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.

-26-

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	
Adopted Infrastructure Charges Resolution	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.
Applicant	Means the applicant for the infrastructure charges incentives under this policy.
Business Activities	Means any of the following: <ul style="list-style-type: none"> • Adult store; • Agricultural supplies store; • Bar; • Car wash; • Food and drink outlet; • Garden centre; • Hardware and trade supplies; • Market; • Office; • Outdoor sales; • Sales office; • Service station; • Shop; • Shopping centre; • Showroom; • Veterinary services.
CBD/Town development Centre	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 www.bundaberg.qld.gov.au/development/bo4d) 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"> • Bar • Dual occupancy (where part of a mixed use building) • Dwelling unit (where part of a mixed use building) • Educational establishment;

-27-

	<ul style="list-style-type: none"> • Entertainment activities; • Food and drink outlet; • Multiple dwelling; • Offices; • Shop; • Shopping centre; • Short-term accommodation; and • Showroom.
Charges Notice	<p>Means:</p> <ul style="list-style-type: none"> • an infrastructure charges notice as defined in section 627 of the <i>Sustainable Planning Act 2009</i> (SPA); or • a notice mentioned in section 977(1) of SPA; or • a notice equivalent to an infrastructure charges notice which is given under legislation which repeals and replaces SPA.
Completed	<p>Means for a material change of use:</p> <ul style="list-style-type: none"> • 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 • Where not involving building works, the approved use has been established. <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>
Completion Date	<p>Means:</p> <ul style="list-style-type: none"> • 26 June 2020; or • such date as extended by the Council pursuant to section 3.7 of Attachment A.
Development Approval	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.
Eligible Development	Means proposed development that satisfies the requirements of section 2 of Attachment A.
Entertainment Activities	<p>Means any of the following:</p> <ul style="list-style-type: none"> • Club; • Function facility; • Hotel; • Nightclub entertainment facility; • Theatre; • Tourist attraction.
Housing Affordability development	<p>Means development for:</p> <ul style="list-style-type: none"> • Infill Residential Development; or • 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.

-28-

Industry Activities	Means any of the following: <ul style="list-style-type: none"> • Bulk landscape supplies; • Extractive industry; • High impact industry; • Low impact industry; • Marine industry; • Medium impact industry; • Research and technology industry; • Service industry; • Special industry; • Transport depot; • Warehouse.
Infill Residential Development:	Means residential development (including multiple dwellings and dual occupancies) located on land which is: <ul style="list-style-type: none"> • situated within an existing suburb or township; • substantially surrounded by existing urban development; • serviced by urban roads and reticulated water supply; • 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; • developed for not more than ten (10) residential lots or dwellings; and • located within the identified Priority Infrastructure Area of the Bundaberg Regional Council Planning Scheme 2015; and • does not constitute a stage of a larger development that does not otherwise meet the criteria of this definition.
Infrastructure Charges	Means infrastructure charges or contributions for trunk infrastructure payable pursuant to a Charges Notice or a contribution condition in a Development Approval.
Long Term Employment Generating development	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"> • Industry activities; • Health care services; • Hospital; • Resort complex; • Short term accommodation; • Tourist park; • Nature-based tourism; • Tourist attraction; and • 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).
Planning Act	Means the <i>Sustainable Planning Act 2009</i> or subsequent legislation which repeals and replaces that act.
Priority Infrastructure Area	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-

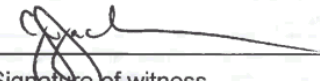
Rural development	Sector	<p>Means development for any one or combination of the following purposes defined under the Bundaberg Regional Council Planning Scheme 2015 subject to any limitation in brackets:</p> <ul style="list-style-type: none"> • Intensive horticulture; • Rural industry; • Aquaculture; • Winery (where located in a Rural zone); • Intensive animal husbandry; • Short-term accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers); • Non-resident workforce accommodation (for the purpose of accommodating backpackers and/or itinerant farm workers); or • Rural workers accommodation.
Substantial Commencement		<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 3rd day of July 2018

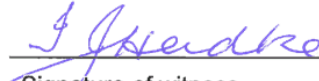

Signature of


Signature of witness

JUDY JACKSON
Name of witness (print)

Signed by _____ on the _____ day of _____ 2018 in the presence of:

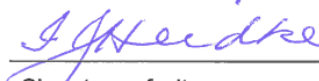

Signature of


Signature of witness

JOYCE HEIDKE.
Name of witness (print)

Signed by _____ on the _____ day of _____ 2018 in the presence of:


Signature of


Signature of witness

JOYCE HEIDKE.
Name of witness (print)



Item

28 June 2022

Item Number:

K7

File Number:**Part:**

PLANNING

Portfolio:

Planning & Development Services

Subject:

Proposed Acquisition of Part of Mountney Street Park by Spring Lakes Resorts Pty Ltd

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

Background:

At the Ordinary Meeting of 27 July 2021 Council considered a report by officers about the proposed acquisition of part of the Mountney Street Park by the owner and developer of Spring Lakes Resort. As reported, the developer originally approached Council in August 2020 and, if successful in purchasing part of the park from the State, intends to incorporate the land into their development. Council resolved at that meeting as follows:

That Spring Lakes Resort Pty Ltd be advised that the Bundaberg Regional Council is supportive of the proposal to acquire part of the Mountney Street Park as shown on plan GC19-401-PARK 1, subject to the following conditions:

- 1. The Developer is responsible for all necessary approvals and permits related to the proposal as well as any costs associated with these;***
- 2. The Council be compensated for the loss of infrastructure contributions credited to the amount of \$76,000. Such amount to be paid to Council for trunk infrastructure or spent on embellishments to the park in accordance with a plan approved by the Council. Such commitment must be secured by way of an infrastructure agreement to be prepared by the proponent; and***
- 3. The Developer undertakes community consultation satisfactory to the Council about the proposal before any formal agreement is made.***

Since that time, the proponent has undertaken public consultation of their proposal. The consultation period ran from 11 March 2022 through to 8 April and consisted of:

- A mailbox drop of a newsletter to residents within walking distance of the park;
- A public notice placed on the land; and
- Further information being available from the proponent, including a dedicated phone line.

Four submissions were received during the notification period from 3 submitters. A summary of the grounds of submission is included in the consultation section below.

Following consideration of the submissions and further material submitted by the proponent, the officers consider that it is appropriate to proceed with providing a letter of support as requested. The requirement to enter into an infrastructure agreement as detailed in the previous resolution of Council would still need to be satisfied prior to providing such letter. The agreement will ensure that should the State agree to the sale of the land sought, then the owner/developer of Spring Lakes Resort would be legally bound to provide the upgrades to Mountney St Park shown in the consultation plan, including fencing to the new common boundary with River Springs Resort.

Upon issuance of the letter of support, the onus would then be on the proponent to take the necessary steps with the State to seek the purchase of the land.

Associated Person/Organization:

Spring Lakes Resort Properties Pty Ltd

InsiteSJC Pty Ltd

Consultation:

As noted above, the proponent undertook public notification of their proposal to acquire part of the Mountney Street Park from 11 March to 8 April this year. Four submissions were received, 3 against or raising concerns with the proposal, one submission was in favour.

The following matters were raised by submitters:

Matters raised in any submissions	Description of how the matters have been considered
Mountney St Park is the only flood-free park in Avoca.	Parks are not required to be completely flood free under Council's adopted standards of service detailed in the Local Government Infrastructure Plan (LGIP), which requires that new parks be located above the 20% AEP flood level. Regardless, it is noted that there are multiple parks in the surrounding area that are also "flood free" including the Houston Drive Park and Forbes Court Park.
The transfer of public land to private owners is not in the public interest.	The determination of whether the sale of the land meets the statutory tests for such transfers will be made by the State.

Matters raised in any submissions	Description of how the matters have been considered
The embellishment of the park should have been done by Council.	The proposal for the acquisition of the park includes provision of embellishments in accordance with Council's standards of service for a Local Recreation Park as detailed in the LGIP.
The proposed embellishments are inadequate in that they provide for insufficient facilities and landscaping, and car parking.	The proposal for the acquisition of the park includes provision of embellishments in accordance with Council's standards of service for a Local Recreation Park as detailed in the LGIP. Car parking is typically not provided for these parks, although it is noted that a car park was previously provided by the developer of the original estate at this site.
There was no prior consultation.	The consultation is being undertaken as a requirement of both the Council and the State.
The land value is in excess of the embellishments proposed.	Agreed. The park embellishments are only proposed as compensation for the value of the infrastructure contributions that would have been paid to Council in lieu of dedication of the land. The proponent will need to pay for the purchase of the land at a price determined by the State.
Agree with the proposed embellishments to cater for children, would like to see additional facilities including a shade sail and bike track.	As noted above, the level of embellishments proposed is in accordance with Council's standards of service as detailed in the LGIP and in line of the value of compensation required to offset the loss of infrastructure contributions. Provision of further infrastructure can be considered by Council as part of any future budget considerations.
Concerned about traffic impacts on Mountney Street	Local Recreation Parks typically serve a walking catchment of approximately 400 metres. The park is not of a level that will be provided with higher order facilities that are likely to draw attendance from a broader catchment. Traffic impacts from any future expansion of the River Springs Resort into the purchased land will be considered as part of any development application process.
Concerns that rubbish in the park will not be managed appropriately.	Rubbish bins are generally not provided to local parks where barbecue facilities are not present. Parks and Recreation staff can monitor the situation and provide bins in the future should the need arise.
Access to the Ferny Avenue Park or the river should also be offered in compensation.	Ferny Avenue Park is already a Council controlled reserve and is outside the scope of this proposal.

The proponent's consultant has also provided a response to the submissions and is included for Council's information.

Chief Legal Officer's Comments:

As noted previously, the State is the responsible entity for determining whether or not the proposed acquisition can proceed.

The signing of an infrastructure agreement will ensure that the obligations to embellish the park are legally binding on the owner of the River Springs Resort development and their successors in title.

Policy Implications:

There appears to be no policy implications.

Financial and Resource Implications:

The costs associated with any purchase of the land, the preparation of the infrastructure agreement and the embellishment of the park are to be met by the proponent.

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:

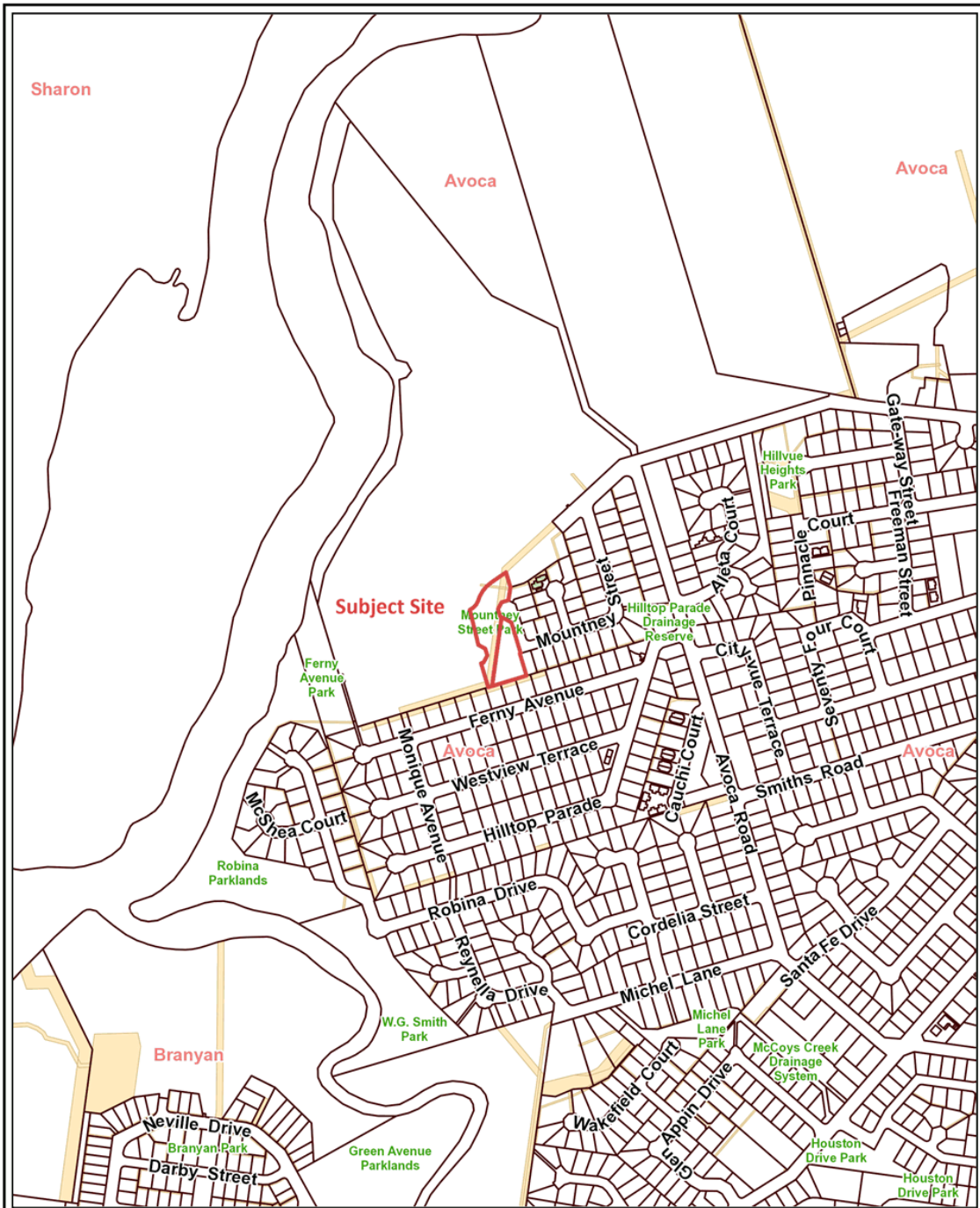
- ↓1 Locality Plan
- ↓2 Location
- ↓3 Landscape Plan 1
- ↓4 Consultation Flyer
- ↓5 InsiteSJC


Recommendation:

That Council provide a letter of support to Spring Lakes Resort Properties Pty Ltd for the proposal to acquire part of Mountney Street Park as shown on plan GC19-401-PARK 1, subject to them preparing and entering into an Infrastructure Agreement that provides:


- 1. That the Developer is responsible for all necessary approvals and permits related to the proposal as well as any costs associated with these;**
- 2. In the event that the transfer of land is successful, that Spring Lakes Resort provide:**
 - a. the embellishment works shown on plan GDSL18521 LD Issue C, dated Sept 2021 and prepared by Greenscape Design within 6 months of the transfer; and**

- b. A fence on the new common boundary with Mountney St Park and the development land consisting of a 1.8 metre high Vanguard tubular fence.**





BUNDABERG
REGIONAL COUNCIL



Locality Plan
Mountney Street Park
Mountney Street, Avoca

Projection: GDA_1994_MGA_Zone_56

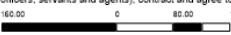
Date: 4/11/2020 11:46 AM

Scale 1 : 8,000.00

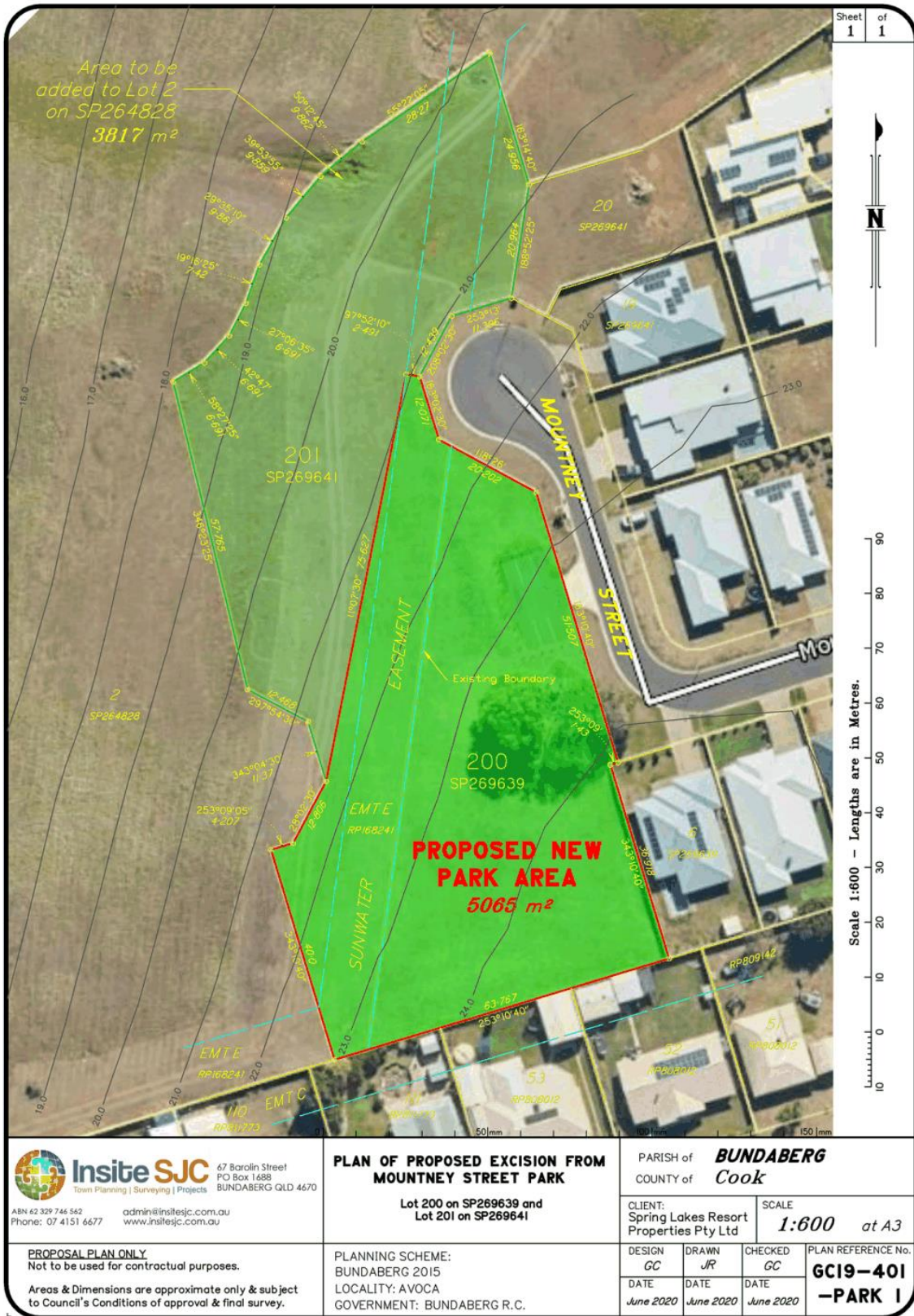
on A4 Sheet

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Author: -Author-



Insite SJC
Town Planning | Surveying | Projects
67 Barolin Street
PO Box 1688
BUNDABERG QLD 4670
ABN 62 329 746 562
Phone: 07 4151 6677
admin@insitesjc.com.au
www.insitesjc.com.au

PLAN OF PROPOSED EXCISION FROM MOUNTNEY STREET PARK
Lot 200 on SP269639 and Lot 201 on SP269641

PARISH of **BUNDABERG**
COUNTY of **Cook**
CLIENT: Spring Lakes Resort Properties Pty Ltd
SCALE: **1:600 at A3**

PROPOSAL PLAN ONLY
Not to be used for contractual purposes.
Areas & Dimensions are approximate only & subject to Council's Conditions of approval & final survey.

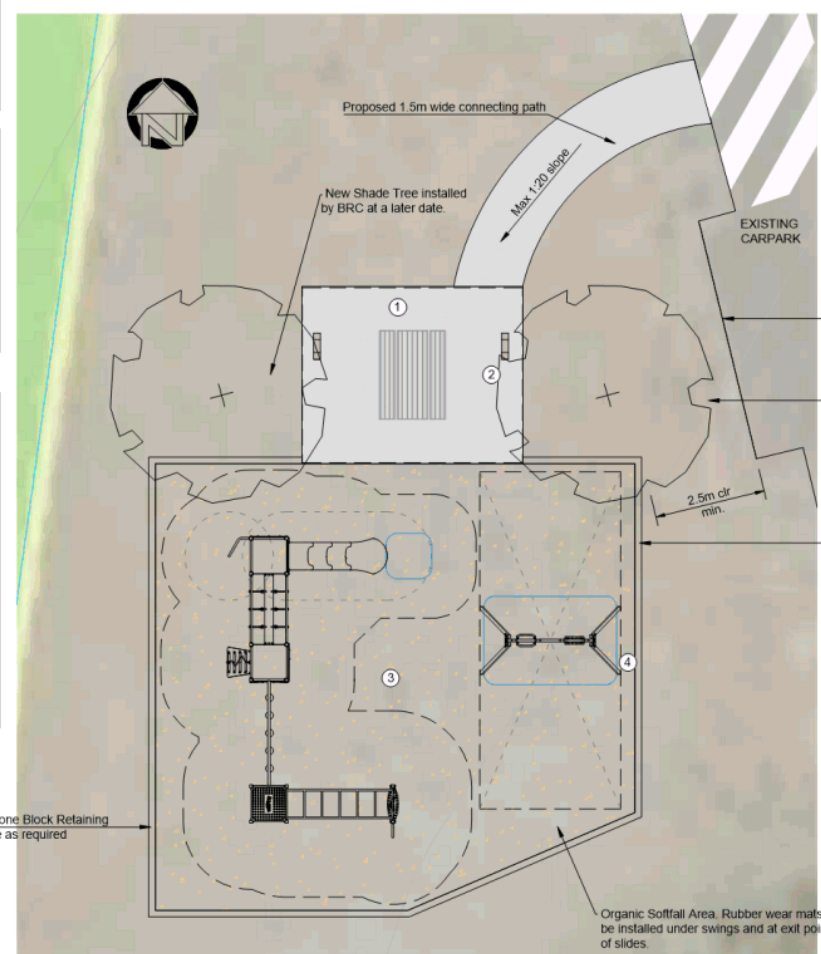
PLANNING SCHEME: BUNDABERG 2015
LOCALITY: AVOCA
GOVERNMENT: BUNDABERG R.C.

DESIGN GC	DRAWN JR	CHECKED GC	PLAN REFERENCE No. GC19-401 -PARK I
DATE June 2020	DATE June 2020	DATE June 2020	



Key Plan
scale 1:1500 @A3

SH01 - Concept Landscape Plans
Mountney Street Park Embellishment Proposal, Avoca.



Layout Plan
scale 1:100 @A3

ARRANGE FOR LOCATIONS ON SITE BY THE APPROPRIATE AUTHORITIES BEFORE DIGGING. CONTACT 48 HOURS BEFORE YOU DIG.

NOTE: ALL SERVICES SHALL BE LOCATED ON SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION. LOCATION OF SERVICES ON THESE DRAWINGS ARE INDICATIVE ONLY.

NOTE: LANDSCAPE PLANS ARE TO BE READ IN CONJUNCTION WITH CIVIL DOCUMENTS. WHERE CONFLICTING INFORMATION SHOWN, CIVIL PLANS TAKE PRECEDENCE. CONFLICTING INFORMATION TO BROUGHT TO THE ATTENTION OF THE SITE SUPERINTENDENT FOR CLARIFICATION.

1	28/10/21	Update Layout Proposal after BRC meeting	M.J.
2	28/10/21	Update Layout Proposal	M.J.
3	27/10/21	Original issue	M.J.
4	24/9/21	DESCRIPTION	M.J.

REVISIONS

Preliminary - For Review

Greenscape Design
P. PO Box 2417, Bundaberg, Qld, 4670
E. greenscapedesign@live.com.au
PH: 0481 273 501
Member of the Australian Institute of Landscape Designers & Managers
Commercial - Industrial - Residential Landscape Design Solutions

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Client:
Spring Lakes Resort Pty Ltd

Principal Consultant:
InSite SJC

Project:
Proposed Park Embellishment Proposal

Drawing Title:
Concept Landscape Plans

Scale:
As Indicated

Design:	M.J.	Drawn:	M.J.	Approved:	-
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Date:	Sept. 2021	Issue:	C
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Job No.:	GDSL18521 LD	Sheet No.:	01 of 01
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SPRING LAKES
• R E S O R T •

Proposed Acquisition of Reserve Land & Improvement of Mountney Street Park

Spring Lakes Resort is looking to acquire part of reserve land known as Mountney Street Park to amalgamate with their adjoining land (Lot 2 on SP264828).

As part of the acquisition, we propose to improve the retained park area with a new playground, landscaping, seating and shelter (see Concept Plan overleaf).

We are excited to have the opportunity to contribute to the local community, knowing Mountney Street Park is currently unimproved and the nearest improved parks are Loeskow Park on Smiths Road and Avoca Pump Park on Branyan Drive.

Spring Lakes Resort and Bundaberg Regional Council welcome your comments on this proposal.



Please make all comments to Council by close of business 8 April 2022.

📍 Bundaberg Regional Council
 📧 PO Box 3130, Bundaberg QLD 4670
 💻 development@bundaberg.qld.gov.au

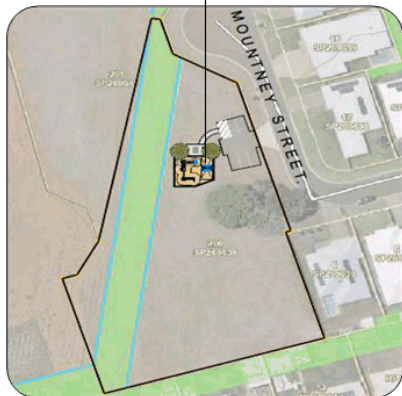
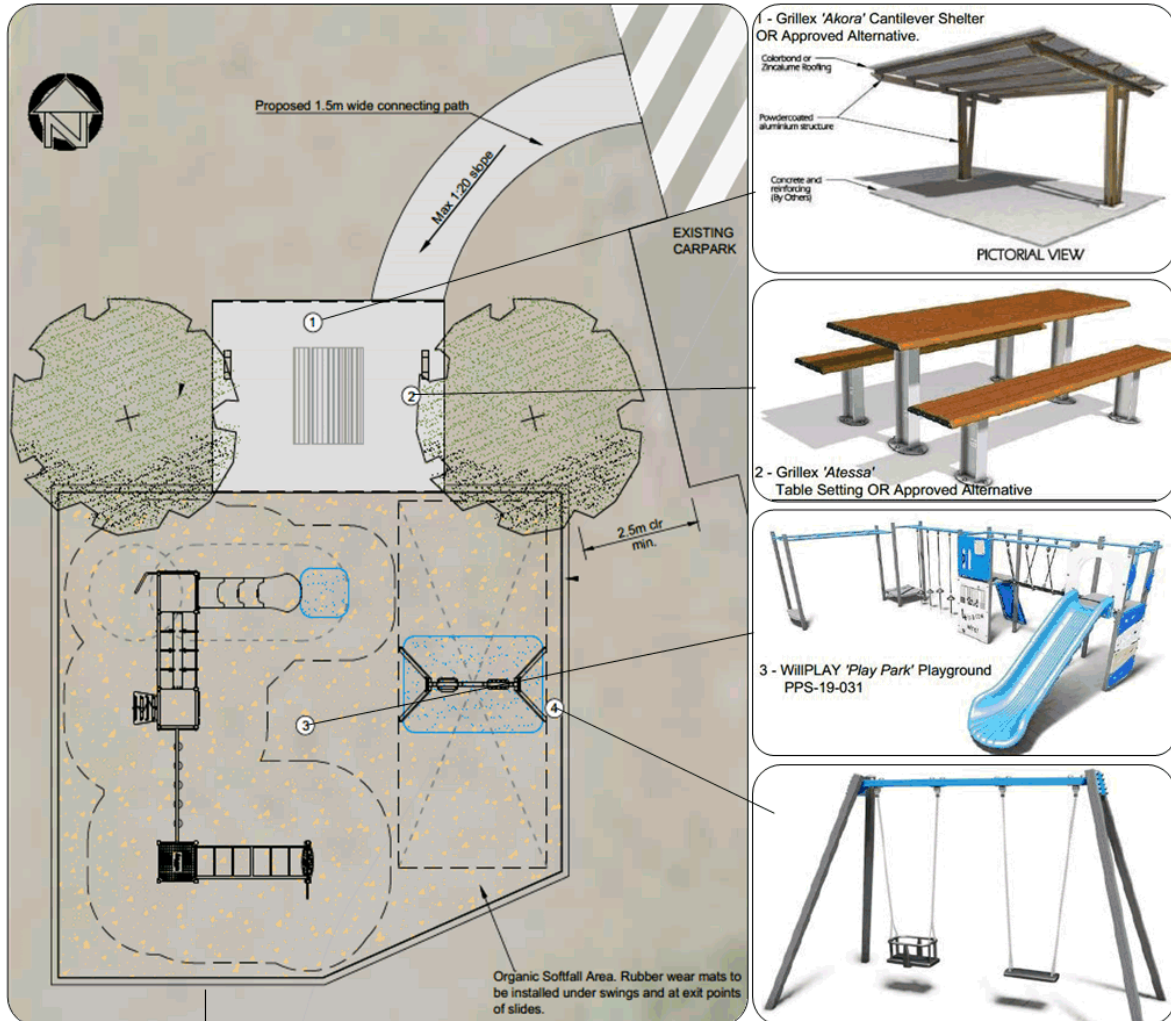
For further information, please contact:

👤 Grant Botica – Spring Lakes Resort
 💻 Grant@springlakesresort.com.au
 📞 P: 1800 837 933



SPRING LAKES RESORT

Concept Plan



Existing Park



Our ref: GC19-401-P02

19 April 2022

Chief Executive Officer
Bundaberg Regional Council
PO Box 3130
BUNDABERG QLD 4670

Chief Executive
Department of Resources
PO Box 1167
BUNDABERG QLD 4670

Attention: Michael Ellery

Attention: John McDonald

Dear Michael & John,

PROPOSAL TO PURCHASE STATE LAND (RESERVE)—PART OF LOT 201 ON SP269641 KNOWN AS MOUNTNEY STREET PARK, AVOCA

Following our meeting on 26 August 2021, we have—

- provided a design from Greenscape Design for the proposed park embellishments, following feedback from Bundaberg Regional Council (BRC) Development and Parks Planning & Policy, and received endorsement from BRC for same;
- provided a preliminary quote from Willplay Pty Ltd for the cost of the embellishments and their installation totalling approximately \$76,000;
- obtained in-principle agreement from Sunwater (**enclosed**);
- undertaken community consultation following BRC and Department of Resources (DoR) endorsement of the proposed strategy from 11 March to 8 April 2022, including—
 - ❖ prepared a newsletter (**enclosed**) and, following review from BRC and DoR, distributed to every residence on 11 March 2022 within the area delineated by BRC in Figure 1; and
 - ❖ placed a sign on the land on 14 March 2022, as shown by Figure 2, which was maintained until its removal on 11 April 2022.

Creative Thinking Responsible Solutions

P (07) 4151 6677 A 67 Barolin Street, Bundaberg P PO Box 1688, Bundaberg, 4670 E admin@insitesjc.com.au ABN 62 329 746 562
Bundaberg • Hervey Bay • Gympie • Sunshine Coast insitesjc.com.au



Figure 1—Newsletter distribution area (Source: BRC)



Figure 2—Sign on land (Source: Site visit)

BRC has provided us with a redacted copy of the four submissions (**enclosed**) that were received during community consultation. As the proponent also received two of these submissions directly from the submitter, it is known the author of submissions 1 and 3 is the same person. The address of the submissions is therefore referenced as follows –

Date of submission	Submission No.	Submitter No.
11 March 2022	1	A
20 March 2022	2	B
24 March 2022	3	A
7 April 2022	4	C

The matters raised are –

Timing of embellishments

Submitter A's assertion that the embellishment of Mountney Street is overdue is irrelevant to the proposal at hand.

Nature of embellishments

Submitter A purports the design to be inadequate. Submitter B, while supportive of the proposal, nominated embellishments in addition to those proposed.

Mountney Street Park is classed as a local recreation park. BRC's *Parks and Open Space Strategy 2019-2026* describes a local recreation park as –

Parkland which is provided to cater for local residents in the vicinity of the local park. These parks generally contain basic embellishments and are designed to cater for short visits.

As mentioned above, the design from Greenscape Design resulted from BRC Parks Planning & Policy feedback as to the type of embellishments deemed appropriate for a local recreation park.

The proposed embellishments would assist to address current deficiencies identified in Table 11 of BRC's *Parks and Open Space Strategy 2019-2026* for local recreation parks, as below, to elevate its playground quality assessment –

Type	Characteristics
Local recreation parks	<ul style="list-style-type: none"> 32 local recreation parks (36%) are under-embellished for recreation area 22 local recreation parks (25%) are under-embellished for seating 43 local recreation parks (48%) require signage

Currently, the only embellishments are a road from Mountney Street (LGIP ID: RD.9986) to a carpark area, with no further embellishments proposed under the Local Government Infrastructure Plan (LGIP). The answer to Submitter A's query re the benefit to the ratepayer is therefore abundantly apparent.

Land value

Submitter A's claim that "the land value is far in excess of what is offered in return" does not consider the offer amount/purchase price that would be payable by the proponent based on DoR's valuation should the application to purchase part of Mountney Street park be successful.

Consultation

Submitter A's statement that no consultation was engaged by the proponent is baseless considering Submissions 1 and 3 arose from the community consultation.

Other flood-free parks in the locality

Submitter A claims Mountney Street park is the only non-flood prone park in Avoca. Table 17 of BRC's *Parks and Open Space Strategy 2019-2026* advises there are currently five local recreation parks and one neighbourhood recreation park in the Millbank-Avoca area. BRC interactive mapping identifies all six of these parks – including neighbourhood recreation park Houston Drive Park (locally known as "Pump Park") – as entirely or mostly unencumbered by flood risk.

Traffic impacts

Submitter C expressed concern about the impact traffic to the embellished park may have on Mountney Street. As noted above, BRC's *Parks and Open Space Strategy 2019-2026* advises local recreation parks "generally contain basic embellishments and are designed to cater for short visits." Mountney Street Park is already benefitted by an on-site carpark area comprising six parking spaces. In combination with the anticipated short duration of visitation, no adverse impacts are anticipated.

Waste management

Submitter C also enquired about the waste management strategy for Mountney Street Park, once embellished. While this is a matter for Council, not the proponent, it is noted most of the parks in the Millbank-Avoca area do not appear to be provided with rubbish bins. This is presumably to encourage visitors to take their waste with them.

Linkage to Ferny Avenue Park

Submitter C raised the possibility of providing public access between Mountney Street Park and Ferny Avenue Park or the Burnett River. It is noted Ferny Avenue Park is not a trunk park under the LGIP and accordingly not specifically addressed by BRC's *Parks and Open Space Strategy 2019-2026*.

Further, the proposal does not affect the current public access to the Burnett River.

NEXT STEPS

Now that community consultation has been completed and responses to the submissions provided, we seek BRC's confirmation, as trustee of the reserve, that—

1. the acquisition area denoted by InsiteSJC's *Plan of Proposed Excision from Mountney Street Park GC19-401-PARK 1* is surplus to BRC's park requirements and not required for any other community purpose; and
2. BRC agrees to the area denoted by InsiteSJC's *Plan of Proposed Excision from Mountney Street Park GC19-401-PARK 1* being purchased by Spring Lakes Resort Properties Pty Ltd for amalgamation with adjacent Lot 2 on SP264828 (4 River Springs Drive, Avoca).

Upon receipt, we intend to make application to DoR for purchase of State land.

Please call me on (07) 4151 6677 if either of you wish to discuss further. Otherwise, we look forward to Council's earliest response.

Kind regards,

InsiteSJC

Evonne Swain
Digitally signed by: Evonne Swain
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email = evonne@insitesjc.com.au C = AU O = InsiteSJC
Date: 2022.04.19 12:46:01 +10'00'

Evonne Swain
Senior Projects Coordinator

Enc.
Sunwater letter 01/04/2022
Newsletter
Submissions



1 April 2022

Attn: Mr GB Botica
Spring Lakes Resort Properties Pty Ltd
93/4 River Springs Drive
BUNDABERG QLD 4670

Dear Mr Botica

RE: PROPOSED ACQUISITION OF RESERVE & IMPROVEMENT OF MOUNTNEY PARK, AVOCA

Thank you for your enquiry in relation to the proposed development of Mountney Street Park, Avoca by Spring Lakes Resort Properties Pty Ltd.

Following an initial review of the correspondence and enclosures received on 10 March 2022, I advise Sunwater agrees in principle to the proposed realignment of the boundary between Lot 200 on SP269639 and Lot 201 on SP269641 with respect to Easement E on RP168241 in favour of Sunwater (the Easement) subject to:

1. any proposed works occurring outside of the Easement footprint and having no impact on the Easement; and
2. Sunwater Operations being satisfied the proposal does not interfere with water delivery, which will involve a satisfactory physical inspection of the site and review of formal plans and drawings when they become available.

I note that any costs incurred by Sunwater in providing its formal consent to the proposed realignment would be payable by Spring Lakes Resort Pty Ltd because there is no commercial benefit to Sunwater or custom in proceeding with the realignment.

I trust the commitment to consent to a boundary realignment on the terms noted above will be sufficient to support the proposed realignment and acquisition of State land at this stage.

Please contact me on 0407 698 504 if you have any further questions.

Yours sincerely

A handwritten signature in black ink, appearing to read "Darren Large".

Darren Large

General Manager
Operations Burnett & Lower Mary



SPRING LAKES
• R E S O R T •

Proposed Acquisition of Reserve Land & Improvement of Mountney Street Park

Spring Lakes Resort is looking to acquire part of reserve land known as Mountney Street Park to amalgamate with their adjoining land (Lot 2 on SP264828).

As part of the acquisition, we propose to improve the retained park area with a new playground, landscaping, seating and shelter (see Concept Plan overleaf).

We are excited to have the opportunity to contribute to the local community, knowing Mountney Street Park is currently unimproved and the nearest improved parks are Loeskow Park on Smiths Road and Avoca Pump Park on Branyan Drive.

Spring Lakes Resort and Bundaberg Regional Council welcome your comments on this proposal.



Please make all comments to Council by close of business 8 April 2022.

📍 Bundaberg Regional Council
 📧 PO Box 3130, Bundaberg QLD 4670
 💻 development@bundaberg.qld.gov.au

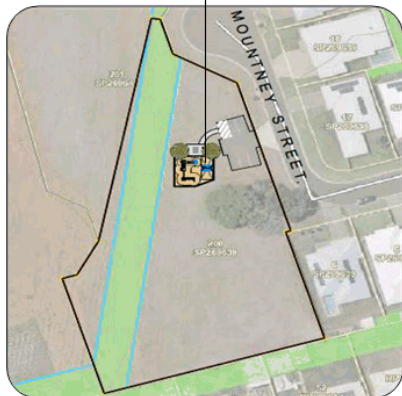
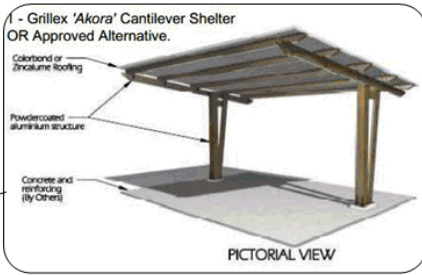
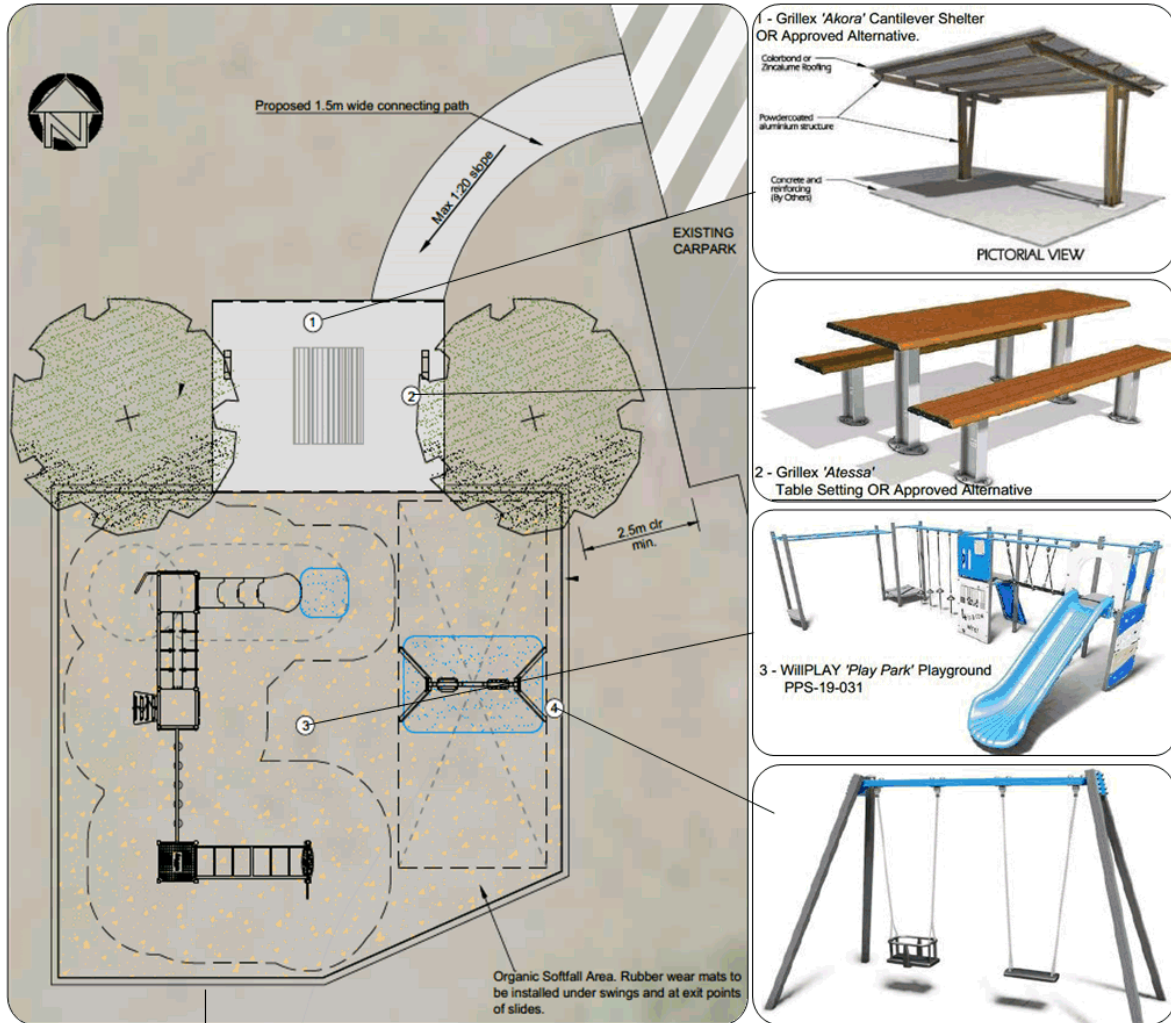
For further information, please contact:

👤 Grant Botica – Spring Lakes Resort
 💻 Grant@springlakesresort.com.au
 📞 P: 1800 837 933



SPRING LAKES RESORT

Concept Plan



Subject:
Date:

Fwd: Land acquisition Mountney St Reserve
Friday, 11 March 2022 12:11:46 PM



Dear Grant

I am in receipt of your proposal.

I consider the exchange completely inadequate.

What is offered (and more) should have been done by the Council years ago.

What benefit therefore is this to the ratepayers?

The land value is far in excess of what is offered in return.

A minimalist poorly designed concept at a low cost to you.

NO consultation was engaged by you.

Efforts to discuss the Reserve improvements with the Bundaberg Council in 2020 and 2021 met a brick wall.

I intend to oppose the application.



Subject: [REDACTED]
Date: Proposal of Mountney st park
Sunday, 20 March 2022 6:19:59 PM

To whom it may concern,

[REDACTED] Mountney street of very active boys, we are very strongly in agreement with the proposal to upgrade the Mountney st park.

In the warm Queensland sun, it would be fantastic and more useable for shade to be installed over the playground equipment itself also.

I hope to see water bowls for the furry animals to be available also.

A "bike track" for scooters/bikes around the outside area would also be a great addition.

Regards

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

24 March 2022

The Chief Executive Officer
Bundaberg Regional Council
Bourbon St
Bundaberg.
Qld 4670

Dear Sir

Re: Proposed Acquisition of Reserve Land, Mountney St, AVOCA

I write to object to the proposed acquisition the Public Park Ind in Mountney st, Avoca.

1. The is the **only non flood** prone Park in Avoca.
2. The proposed resumption and transfer to a private group of a highly valuable and substantial parcel of land is not in the public interest.
3. The proposed redevelopment to the site should have been undertaken by the Council in the past 4 years, without any transfer of land to a private concern Free of charge.
4. The site has never been maintained by the Council, to the detriment of the ratepayers
5. The proposal for the development wholly inadequate as it provides:
 - (a) Insufficient seating
 - (b) Insufficient or no Bar B Que facilities
 - (c) No proportional landscaping
 - (d) Inadequate parking
 - (e) Poor traffic ingress and egress
 - (f) The resumption does not provide adequate safe entry for cars in a residential area.
6. No prior consultations have bene held with interested parties.

I requested the provision of landscaping to the Council over 2 years ago but all my enquiries were rebuffed by the Council.

My request for a meeting with the CEO was refused.

My request to meet with a senior officer was granted, but it was not actioned by the Council.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: [Redacted]
Sent: Thursday, 7 April 2022 10:11 PM
To: Development
Subject: Mountney street land acquisition by spring lakes resort

Dear sir/madam

Re: land acquisition by spring lakes resort

Could I please raise my concerns about the proposed acquisition of land by spring lakes resort. My concerns are how this is going to impact on the traffic to mountney street. Presumably spring lakes is wanting to build more houses to this proposed area. Is this going to result in more traffic through Mountney street? Same goes for the traffic to the upgraded park. Also are there going to be serviced bins at the playground? What is the rubbish management plan for the park?

Public green space is important and it would be nice for more space to be freely available to everyone to access. Will spring lakes offer any public access paths down to the park adjoining Ferny avenue or to the river in compensation?



**Item****28 June 2022****Item Number:**

O1

File Number:**Part:**COMMUNITY & CULTURAL
SERVICES**Portfolio:**

Community & Environment

Subject:

Renewal of Lease BA - Bundaberg Regional Airport - BP Australia

Report Author:

Nicole Sabo, Property & Leases Officer

Authorised by:

Gavin Steele, General Manager Community & Environment

Link to Corporate Plan:

Our organisational services - 3.2 Responsible governance with a customer-driven focus - 3.2.2 Provide friendly and responsive customer service, in keeping with Council values and community expectations.

Background:

Council as owner of Bundaberg Regional Airport located at Airport Drive, Kensington, leases airside space at Lot 35 on SP254546 ('Property').

The Shell Company of Australia Limited ABN 46 004 610 459 entered into a lease with Council on 1 July 2012 for the use of Lease BA. The lease was assigned to Viva Energy Aviation Pty Ltd on 18 June 2014. The lease was assigned to BP Australia Pty Ltd ('BP') in 2017. BP wish to renew their lease.

The initial term of the lease will be for 5 years with one additional option of a further 5 years. Rent will be for market value. The terms and conditions of the lease are to be as per Council's standard terms.

Council proposes to apply the exception to the tender/auction requirements contained in section 236(1)(c)(iii) of *Local Government Regulation 2012* given that the disposal is for the purposes of renewing a lease to an existing tenant.

Associated Person/Organization:

BP Australia Pty Ltd

Consultation:

N/A

Chief Legal Officer's Comments:

Pursuant to section 236(1)(c)(iii) of the *Local Government Regulation 2021*, Council may dispose of the property by way of lease without first offering the lease by way of tender given that the disposal is for the purpose of renewing the lease of land to the existing tenant of the land.

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)(c)(iii) of the *Local Government Regulation 2012*; and**
- 2. the Chief Executive Officer be authorised to enter into a Lease to BP Australia Pty Ltd for part of Lot 35 on SP254546 being lease area BA for an initial term of 5 years with a further 5 year option.**

**Item****28 June 2022****Item Number:**

O2

File Number:**Part:**COMMUNITY & CULTURAL
SERVICES**Portfolio:**

Community & Environment

Subject:

Lease Renewal - Community Lifestyle Support Ltd - School Lane, Windermere

Report Author:

Nicole Sabo, Property & Leases Officer

Authorised by:

Gavin Steele, General Manager Community & Environment

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:

O2 - Renewal of Lease - Community Lifestyle Support Ltd - Lot 218 on SP170700 - Ordinary Meeting - 15 Dec 2020 10.00 am

Background:

14 School Lane, Windermere known as the Old Barolin State School on Lot 218 on SP170700 is a State-owned reserve for recreation which Council is the Trustee of ('Property').

Community Lifestyle Support Ltd ACN 615 836 630 ('CLS') have a current lease over part of the Property which is due to expire on 30 June 2022. CLS wish to renew their lease for a further term of 10 years.

Rent will be at market value. CLS will be responsible for 100% of outgoings. All other terms will be as per Council's standard terms.

Community Lifestyle Support previously verbally agreed to surrendering their lease to allow the Lions Club of Bargara Inc to lease part of their unused lease area. The Lions Club of Bargara Inc chose not to proceed with a lease and CLS's lease was therefore not surrendered and their lease area remains unchanged. CLS have requested to retain their current lease area upon renewal.

Council proposes to apply the exception to the tender/auction requirements contained in section 236(1)(c)(iii) of the *Local Government Regulation 2012* (Qld) given that the

disposal is for the purposes of renewing the lease of the land to the existing tenant of the land.

Associated Person/Organization:

Community Lifestyle Support Ltd ACN 615 836 630

Consultation:

All Councillors

Chief Legal Officer's Comments:

Section 236(1)(c)(iii) of *Local Government Regulation 2012* (Qld) allows Council to dispose of an interest in a valuable non-current asset other than by tender or auction on the basis the disposal is for the purpose of renewing a lease to an existing tenant.

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 O2 "Renewal of Lease – Community Lifestyle Support Ltd – Lot 218 on SP170700" on 15 December 2021 at its Ordinary meeting in its entirety;**
- 2. Council apply the exception contained in section 236(1)(c)(iii) of the *Local Government Regulation 2012*; and**
- 3. the Chief Executive Officer be authorised to enter into a 10 year Lease with the Community Lifestyle Support Ltd ACN 615 836 630 for part of the land at Lot 218 on SP170700.**



Item

28 June 2022

Item Number:	File Number:	Part:
R1	.	SPORT, RECREATION, VENUES & DISASTER MANAGEMENT

Portfolio:

Community & Environment

Subject:

Bargara Legends Pro-Am Sponsorship - 2022

Report Author:

Geordie Lascelles, Branch Manager - Parks, Sport & Natural Areas

Authorised by:

Gavin Steele, General Manager Community & Environment

Link to Corporate Plan:

Our community and environment - 1.2 Safe, active, vibrant and inclusive community - 1.2.2 Support and facilitate community programs, networks, projects, networks, projects and events that promote social connectedness; and active and healthy community life.

Background:

This year marks the 38th Anniversary of the Bargara Legends Pro-Am and will draw some of the best golfers Australia has to offer. Bargara Golf Club has scheduled the 2-day event on Tuesday 12 July and Wednesday 13 July.

The event has been a key stepping stone for golf professionals who were just starting their careers attracting the likes of Nick O'Hern, John Senden, Ian Baker-Finch, Rod Pampling.

The Bargara Legends Pro-Am will see approximately 70 golf professionals participate which will attract an additional 150+ people to the event, injecting approximately \$96,000 direct spend into the Bundaberg Region.

The Bargara Golf Club is offering sponsorship opportunities and has offered Council an exclusive gold sponsorship package providing excellent marketing exposure and networking opportunities.

- **Gold Sponsor \$1,950**

- Advertising rights on a tee and green of one hole on the course during the tournament.
- Invitation for 3 people to play golf at no cost on both days of the tournament (club handicap required).

- Permanent signage (800 mm x 120 0mm) on a selected tee for 12 months (50,000 rounds annually of golf exposure)
- Position on the Sponsors Acknowledgment Board.
- Promotion in Television and Radio Advertising.
- Invitation for 4 people to attend Sponsors Only Golf Day (Sunday 3 July).
- 20 Free games of Golf Vouchers (value \$680).

Associated Person/Organization:

NA

Consultation:

Gavin Steele, General Manager Community and Environment
David Field, Coordinator Sport and Recreation

Chief Legal Officer's Comments:

There appears to be no legal implications.

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 Bargara Legends Pro-Am Sponsorship Proposal

Recommendation:

That Council, under the Partnerships and Sponsorships Grant program, agree to be a Gold Sponsor of the 2022 Bargara Legends Pro-Am to be held at the Bargara Golf Club in July 2022, with cash sponsorship to the value of \$1,950 (inc GST).





In previous years the tournament has lured the best Pro Golfers from across Australia attracting the likes of Nick O'Hern, John Senden, Ian Baker-Finch and Rod Pampling. The 2021 Bargarra Legends Pro-Am was won by Andre Stolz.

The Bargarra Legends Pro-Am aims:

- To promote the game of Golf in Bundaberg and the surrounding district by bringing the legend golf professionals to Bargarra to play in a high quality event.
- To assist the tournament sponsors through the promotion of their businesses and brands through their involvement and association with this highly popular and professionally organised and run tournament.

Bargarra Golf Club has scheduled the two day tournament on, Tuesday the 12th July and Wednesday the 13th July 2022. There will be a shotgun start in this year's event commencing at 12 noon on each day.

To reach this financial target, the club proposes that sponsorship will be offered in three categories:

PLATINUM SPONSOR	\$5000 (Inc GST)
GOLD SPONSOR	\$1950 (Inc GST)
SILVER SPONSOR	\$900 (Inc GST)

Details of the exclusive benefits to you as a Sponsor are provided on the following pages.....



The benefits to you as a **PLATINUM SPONSOR** will include:

- To have the naming rights for the Bargara Pro-Am Tournament.
- An invitation for 4 people to play Golf at no cost, with 2 motorised Carts supplied on both days of the tournament. All players competing in the tournament **MUST** have a current club handicap. Your groups will consist of 2 guests and 2 Professionals.
- BBQ lunch will be supplied for you and your playing guests on both days of the tournament.
- 12 months exclusive signage on Bauer Street at the back of the 12th tee.
- A prominent position on a Sponsors Acknowledgement Board, which will be on display on the putting green all year, permanent signage facing down the 18th fairway. In 2021 there was in excess of 50,000 rounds of Golf played on the Bargara Golf Course.
- To have advertising rights to the clubhouse, car park, practice putting green and the practice fairway, during the tournament.
- Promotion in Television and Radio advertising.
- An invitation for 8 people to attend a Sponsors Only Golf Day on Sunday 3/7/22 at the Bargara Golf Club, with 4 motorised Carts supplied on the day.
- Sponsors Golf Day includes, a game of Golf, Seafood Banquet Brunch, after game nibbles and drinks.
- 30 Free game of Golf Vouchers with a value of \$1,020.

YOUR INVESTMENT \$5,000 INC GST



The benefits to you as a **GOLD SPONSOR** will include:

- To have advertising rights on the tee and green of one hole on the course during the tournament.
- An invitation for 3 people to play Golf at no cost, on both days of the tournament. All players competing in the tournament **MUST** have a current club handicap
- BBQ lunch will be supplied for you and your playing guests on both days of the tournament.
- Permanent 800mm x 1200mm signage on a selected tee for twelve months. In 2021 there was in excess of 50,000 rounds of Golf played on the Bargara Golf Course.
- A prominent position on the Sponsors Acknowledgement Board, which will be on display on the putting green all year.
- Promotion in Television and Radio advertising.
- An invitation for 4 people to attend a Sponsors Only Golf Day on Sunday 3/7/22 at the Bargara Golf Club .
- Sponsors Golf Day includes, a game of Golf, Seafood Banquet Brunch, after game nibbles and drinks.
- 20 Free game of Golf Vouchers with a value of \$680.

YOUR INVESTMENT \$1,950 INC GST



The benefits to you as a **SILVER SPONSOR** will include:

- To have advertising rights on the tee and green of one hole on the course during the tournament.
- An invitation for 1 person to play Golf at no cost, on both days of the tournament. Your group will consist of yourself and 2 other Silver Sponsors plus 1 Golf Professional All players competing in the tournament MUST have a current club handicap
- BBQ lunch will be supplied for you on both days of the tournament.
- Permanent 400mm x 800mm signage on a selected tee for twelve months. In 2021 there was in excess of 50,000 rounds of Golf played on the Bargara Golf Course.
- A prominent position on the Sponsors Acknowledgement Board, which will be on display on the putting green all year.
- Promotion in Television and Radio advertising.
- An invitation for 2 people to attend a Sponsors Only Golf Day on Sunday 3/7/22 at the Bargara Golf Club .
- Sponsors Golf Day includes, a game of Golf, Seafood Banquet Brunch, after game nibbles and drinks.
- 10 Free games of Golf, Vouchers, with a value of \$340.

YOUR INVESTMENT \$900 INC GST



Sunday 3rd July 2022

Sponsors Only Golf Day

- 11.00am BBQ Lunch
- 12.15pm Shot Gun Start

Tuesday 12th July 2022

Bargara Legends Pro-Am

- BBQ lunch from 11.00am,
- Registration by 11.45am
- 12 noon hit off

Wednesday 13th July 2022

Bargara Legends Pro-Am

- BBQ lunch from 11.00am,
- Registration by 11.45am,
- 12 noon hit off
- At completion of play a presentation will be held in the Bargara club house.

As a sponsor in the 2022 Bargara Golf Club Legends Pro-Am, any queries you may have regarding this event, please don't hesitate to contact the Tournament Director, Phil Curd on (07) 4159 2257 or bargara@oncoursegolf.com.au



Item

28 June 2022

Item Number: R2	File Number: .	Part: SPORT, RECREATION, VENUES & DISASTER MANAGEMENT
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Portfolio:

Community & Environment

Subject:

Netball Queensland - Financial Support for the 2022 Primary Schools Cup

Report Author:

Geordie Lascelles, Branch Manager - Parks, Sport & Natural Areas

Authorised by:

Gavin Steele, General Manager Community & Environment

Link to Corporate Plan:

Our community and environment - 1.2 Safe, active, vibrant and inclusive community
 - 1.2.2 Support and facilitate community programs, networks, projects, networks, projects and events that promote social connectedness; and active and healthy community life.

Background:

The Primary Schools Cup is an annual school-based, 2-day netball event (players aged 9-13 years) attended each day by up to 2,000 participants, coaches, umpires and officials from all over the State.

Netball Queensland plan to host the event on 24-25 September 2022, the middle weekend of the September school holidays. The majority of participants will travel from outside the Bundaberg Local Government area staying a minimum of 2 nights for the carnival with an opportunity to extend their stay.

Bundaberg hosted the 2018 Primary Schools Cup which provided an estimated direct spend into the community of \$760,240. The 2022 Primary Schools Cup potentially could provide an estimated minimum direct spend of \$860,000.

Bundaberg Netball has endorsed the association’s full support for the event.

Netball Queensland is seeking financial investment of \$20,000 to support the successful delivery of the event. This financial investment from Council will assist with the following:

- Equipment and infrastructure hire
- Security
- Signage and printed materials
- Cleaning

- Bins and Waste Management
- Tents and marquees
- Event app and entertainment, staging
- First Aid
- Ice and Hydration Stations
- Umpires
- Trophies

Council support will be acknowledgement through:

- Branded signage at the event
- Acknowledgement in social media posting during the event
- Acknowledgement and branding (logos) on all prior communication to Associations ie eDM,
- Press release to local media promoting the event.

Associated Person/Organization:

NA

Consultation:

Gavin Steele, General Manager Community and Environment
Geordie Lascelles, Manager Parks, Sport and Natural Areas
David Field, Coordinator Sport and Recreation

Chief Legal Officer's Comments:

There appears to be no legal implications.

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](#) 2022 Primary School Cup - Bundaberg Regional Council Application.

Recommendation:

That Council, under the Sponsorship and Partnership Program, enter into a Sponsorship Agreement with Netball Queensland for the 2022 Primary Schools Cup. The financial value of the sponsorship to be \$15,000 cash.



Primary Schools Cup 2022

Event Overview

The Primary Schools Cup is an annual school-based netball event attended each day by up to 2000 participants, coaches, umpires and officials from all over the State.

We plan to host the event on the 24-25 September 2022, the middle weekend of the September school holidays. It is expected that participants would arrive the day before, especially those from outside of Brisbane, with a closing ceremony on the final afternoon of the event. This would mean most participants would stay a minimum of 2 nights for the carnival but the opportunity is to promote the Bundaberg region to extend their stay. Given the players are aged 9 -13 years, a high number of parents, carers and siblings also expected attend.

Matt Leighton, Bundaberg Netball Association President has endorsed the associations full support of this initiative and has provided the following historical outcomes from the 2018 Primary Schools Cup hosted in Bundaberg for your reference.

2018 Primary Schools Cup overview – Bundaberg

Duration of Event	2 Days
Age of Participants	Grades 4 – 6 (9 - 13 years old)
Total Number of Players	68 teams x 10 players = 680 players
Total Number of Coaches & Managers	68 teams x 2 = 136
Total Number of Umpires	68 umpires
Total Number of Spectators – parents & siblings	(average of 1 person for each player) 1 spectator x per player/umpire = 1 x 884 players/umpires = approx. 884 spectators
Total Number of Attendees per day	680 players + 136 coaches/managers + 68 umpire + 884 spectators = 1,768 attendees per day
Number of local teams	10
Number of teams from beyond Bundaberg	58

qld.netball.com.au

Total beds to accommodate per night for teams beyond Brisbane (team, coach/manager, umpire)	58 teams x 13 people = 754 per night
Total spectators beyond Brisbane	1 spectator x 11 players/umpire x 58 teams = 638 spectators
No. of nights per person	X 2

The 2021 Primary Schools Cup was held at the Hinterland District Netball Association on the Gold Coast last September. The event attracted 95 teams from 65 schools from all over Queensland with over 1,800 participants, officials and support personnel and was estimated to deliver 3,600 bed nights for the Gold Coast.

Goods & Services sourced from local businesses

The event brings significant opportunity for local food outlets, hospitality venues, suppliers and tourism operators. The participating team's lunch catering supplied by the local association canteen in 2018 delivered a \$10,000 spend with local wholesalers resulting in a \$15,000 profit that is reinvested to improve facilities at the Netball Superpark and player development for the Bundaberg Community.

Level of funding support we are seeking from Bundaberg Regional Council

We are requesting a \$20,000 + GST investment from Bundaberg Regional Council to support the successful delivery of this event.

Funding received from the Bundaberg Regional Council will go towards the very significant cost of running and delivering the event. The major expenses are not limited to but include the following:

- Equipment and infrastructure hire
- Security
- Signage and printed materials
- Cleaning
- Bins and Waste Management
- Tents and marquees
- Event app and entertainment, staging
- First Aid
- Ice and Hydration Stations
- Umpires
- Trophies

Bundaberg Regional Council Support Acknowledgement

- Branded signage at the event
- Acknowledgement in social media posting during the event
- Acknowledgement and branding (logos) on all prior communication to Associations i.e. eDM,
- Press release to local media promoting the event.